

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----X
In re : Chapter 11
 :
RathGibson, Inc., et al.,¹ : Case No. 09-12452 (CSS)
 :
Debtors. : Jointly Administered
 :
 : Ref. Docket Nos. 335 and 375
-----X

**CERTIFICATION OF COUNSEL REGARDING PROPOSED ORDER APPROVING
STIPULATION BY AND BETWEEN RATHGIBSON, INC. AND SHANGHAI LANSHENG
REAL ESTATE CO., LTD. EXTENDING THE SECTION 365(d)(4) DEADLINE**

The undersigned counsel hereby certifies as follows:

1. RathGibson, Inc. (“Tenant”), one of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), and Shanghai Lansheng Real Estate Co., Ltd. (the “Landlord,” and together with the Tenant and the remaining Debtors, the “Parties”) are parties to a certain lease (the “Lease”) of non-residential real property, pursuant to which the Landlord leases the premises located at Unit 1204 Lansheng Building, 8 Huaihai Zhong Road Shanghai 200021 China to the Tenant.

2. The original 120-day period (the “Assumption/Rejection Period”) to assume or reject unexpired leases of nonresidential real property, including the Lease, was set to expire on November 10, 2009. On October 14, 2009, the Debtors filed the *Debtors’ Motion for Order Extending the Deadline to Assume or Reject Unexpired Leases of Nonresidential Real Property Pursuant to Section 365(d)(4) of the Bankruptcy Code* (the “Extension Motion”)

¹ The last four digits of the taxpayer identification numbers of the Debtors follow in parentheses: (i) Greenville Tube Company (2689); (ii) RathGibson, Inc. (3283); (iii) RG Tube Holdings LLC (4080); and (iv) RGCH Holdings Corp. (9683). The Debtors’ executive headquarters’ address is 475 Half Day Road, Suite 210, Lincolnshire, Illinois 60069.

[Docket No. 335], which sought a 90-day extension of the Assumption/Rejection Period through and including February 8, 2010.

3. By Order dated November 3, 2009 [Docket No. 375] the Court approved the Extension Motion and extended the deadline to assume or reject nonresidential real property leases to and including February 8, 2010 (the “Current Deadline”).

4. In order to avoid the implications of the automatic rejection of the Lease under section 365(d)(4) of the Bankruptcy Code after the expiration of the Current Deadline, the Debtors contacted the Landlord to obtain a consensual extension of the Current Deadline. As a result of those discussions, the Parties have entered into the *Stipulation By and Between RathGibson, Inc. and Shanghai Lansheng Real Estate Co., Ltd. Extending the Section 365(d)(4) Deadline* (the “Stipulation”). The Stipulation consensually extends the Current Deadline by six (6) months through and including August 8, 2010. Attached hereto is a proposed form of order approving the Stipulation (the “Proposed Order”). The Stipulation is attached to the Proposed Order as Exhibit A.

[Signature page follows]

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order approving the Stipulation at its earliest convenience without further notice or hearing.

Dated: Wilmington, Delaware
January 20, 2010

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Michael S. Neiburg

Robert S. Brady (No. 2847)
Matthew B. Lunn (No. 4119)
Michael S. Neiburg (No. 5275)
The Brandywine Building
1000 West Street, 17th Floor
Wilmington, Delaware 19801
(302) 571-6600

-and-

WILLKIE FARR & GALLAGHER LLP
Paul V. Shalhoub
Robin Spigel
Andrew Sorkin
787 Seventh Avenue
New York, New York 10019
(212) 728-8000

Co-Counsel for the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----X
In re : Chapter 11
 :
RathGibson, Inc., et al.,¹ : Case No. 09-12452 (CSS)
 :
Debtors. : Jointly Administered
 :
 : Ref. Docket Nos. 335 and 375
-----X

**ORDER APPROVING STIPULATION BY AND BETWEEN RATHGIBSON,
INC. AND SHANGHAI LANSHENG REAL ESTATE CO., LTD. EXTENDING
THE SECTION 365(d)(4) DEADLINE**

Upon consideration of the *Stipulation By and Between RathGibson, Inc. and Shanghai Lansheng Real Estate Co., Ltd. Extending the Section 365(d)(4) Deadline* (the "Stipulation");² and after due deliberation and sufficient cause appearing therefor; it is hereby:

ORDERED that the Stipulation attached hereto as Exhibit A is APPROVED; and it is further

ORDERED that, in accordance with the Stipulation, the Current Deadline is extended through and including August 8, 2010, without prejudice to the Debtors' rights to request a further extension of such deadline, subject to Landlord's consent to any such further extension; and it is further

¹ The last four digits of the taxpayer identification numbers of the Debtors follow in parentheses: (i) Greenville Tube Company (2689); (ii) RathGibson, Inc. (3283); (iii) RG Tube Holdings LLC (4080); and (iv) RGCH Holdings Corp. (9683). The Debtors' executive headquarters' address is 475 Half Day Road, Suite 210, Lincolnshire, Illinois 60069.

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Stipulation.

ORDERED that this Court shall retain jurisdiction over any and all matters arising from or related to the Stipulation and the implementation or interpretation of this Order.

Dated: Wilmington, Delaware
January __, 2010

CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Stipulation

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----X
In re : Chapter 11
RathGibson, Inc., et al.,¹ : Case No. 09-12452 (CSS)
Debtors. : Jointly Administered
-----X

**STIPULATION BY AND BETWEEN RATHGIBSON, INC.
AND SHANGHAI LANSHENG REAL ESTATE
CO., LTD. EXTENDING THE SECTION 365(d)(4) DEADLINE**

美国瑞吉有限公司与兰生房地产有限公司关于双方租赁合同延期的约定

RathGibson, Inc. ("Tenant"), one of the above captioned debtors and debtors-in-possession (collectively, the "Debtors"), and Shanghai Lansheng Real Estate Co., Ltd. ("Landlord," and together with Tenant and the remaining Debtors, collectively, the "Parties"), pursuant to section 365(d)(4) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), hereby stipulate (the "Stipulation") as follows:

美国瑞吉有限公司（租户）和兰生房地产有限公司（业主）按照美国法律 section 365(d)(4) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* 规定签订协议如下。

RECITALS

陈述性条款

WHEREAS on July 13, 2009 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

¹ The last four digits of the taxpayer identification numbers of the Debtors follow in parentheses: (i) Greenville Tube Company (2689); (ii) RathGibson, Inc. (3283); (iii) RG Tube Holdings LLC (4080); and (iv) RGCH Holdings Corp. (9683). The Debtors' executive headquarters' address is 475 Half Day Road, Suite 210, Lincolnshire, Illinois 60069.

WHEREAS each Debtor is continuing to operate its business and manage its properties as a debtor-in-possession pursuant to sections 1107(a) and 1108 of Bankruptcy Code.

美国瑞吉有限公司于 2009 年 7 月 13 日向 Delaware 州法院自愿申请进行保护性财务重组程序。美国瑞吉有限公司将继续在全球范围内开展各项业务。

WHEREAS Tenant and Landlord are parties to a lease (the "Lease") of non-residential real property for the premises located at [Unit 1204 Lansheng Building , 8 Huaihai Zhong Road Shanghai 200021 China] (the "Property").

美国瑞吉有限公司租赁兰生房地产有限公司位于中国上海市淮海中路 2-8 号兰生大厦 1204 室的物业。

WHEREAS on October 14, 2009, the Debtors filed the *Debtors' Motion for Order Extending the Deadline to Assume or Reject Unexpired Leases of Nonresidential Real Property Pursuant to Section 365(d)(4) of the Bankruptcy Code* (the "Extension Motion") [D.I. 335], which sought to extend the deadline to assume or reject the Debtors' leases of non-residential real property under section 365(d)(4) (the "Rejection Deadline") for the additional 90 day period provided in section 365(d)(4)(B) of the Bankruptcy Code.

WHEREAS by Order dated November 3, 2009 [Docket No. 375], the Bankruptcy Court approved the Extension Motion and extended the deadline to assume or reject nonresidential real property leases to and including February 8, 2010 (the "Current Deadline").

WHEREAS section 365(d)(4)(B)(ii) of the Bankruptcy Code provides that if the Bankruptcy Court grants an initial 90 day extension of the Rejection Deadline, the Bankruptcy Court may grant a subsequent extension only upon the prior written consent of the lessor.

2009 年 10 月 14 日美国瑞吉有限公司填写了关于续约或终止租赁合约的动议，此动议中会寻求延期关于续约或终止租赁合约的最后期限，为 90 天。2009 年 11 月 3

日法院批准了该申请，并将最后期限延长至 2010 年 2 月 8 日。此批准也被视为如果业主方以书面方式同意继续维持原租赁合同的执行，可以继续延长该期限。

WHEREAS the Landlord has agreed to extend the Current Deadline pursuant to the terms of this Stipulation.

NOW THEREFORE, the Parties hereby stipulate and agree, pursuant to section 365(d)(4) of the Bankruptcy Code, as follows:

因此，租赁双方在同意延长租赁合同的基础上，签订如下约定：

1. Landlord consents to a six (6) month extension of the Current Deadline.

Upon entry of an order approving the Stipulation, the Current Deadline shall be extended through and including August 8, 2010, without prejudice to the Debtors rights to request a further extension of such deadline. 兰生房地产有限公司同意在目前期限（2010 年 2 月 8 日）的基础上继续延长租赁合同 6 个月至 2010 年 8 月 8 日，并且美国瑞吉有限公司拥有继续延长该期限的权利。

2. This Stipulation is intended by the Parties to be binding upon their successors, agents and assigns, including bankruptcy trustees and estate representatives and any parent, subsidiary and affiliated entity of each party.此约定同样适用双方的相关利益方。

3. This Stipulation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same document.此约定的执行需要一方或双方提供签署的原文件。

4. This Stipulation shall be governed by and construed in accordance with the internal laws of the State of Delaware without reference to its conflicts of laws rules, and the Parties hereto consent to the exclusive jurisdiction of the Bankruptcy Court for all matters

concerning this Stipulation to the fullest extent that the Bankruptcy Court has jurisdiction under 28 U.S.C. §1334.此约定按照美国 Delaware 州的内部法规定，并不参照该法的法律冲突。双方同意对所有事务的解决全权按照该法庭的司法管辖权。

5. This Stipulation is subject to Bankruptcy Court approval.此约定需要得到 Delaware 法院同意。

6. The Bankruptcy Court shall retain jurisdiction to interpret, enforce, and resolve any disputes arising under or related to this Stipulation. Any motion or application brought before the Bankruptcy Court to resolve any dispute arising under or related to this Stipulation shall be brought on proper notice in accordance with the relevant Bankruptcy Rules and the Local Rules of the Bankruptcy Court. Delaware 法院对因此约定引起的相关纠纷拥有解释、执行与调解的权利。所有相关的动议需要符合相关法律与当地法律的条文规定。

7. This Stipulation shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede any previous negotiations, commitments, writings, orders or judgments with respect to such subject matter and no provision of this Stipulation may be changed except by a written instrument executed by the parties hereto. 此约定包括了双方现在和之前的所有约定，约定内容的改变，除非双方签署书面的其他协议。

8. The person who executes this Stipulation by or on behalf of each respective party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation on behalf of such party.签署文件的双方必须是得到各方全权授权的公司代表。

9. It is acknowledged that each party has participated in and jointly consented to the drafting of this Stipulation and that any claimed ambiguity shall not be construed for or against either party on account of such drafting. 双方必须参与并共同起草该约定，并已经清楚所约定的内容。

AGREED AND ACCEPTED

同意接受

Dated: January 13, 2010

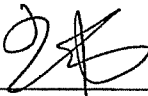
2010年1月13日

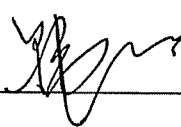
RATHGIBSON, INC.

美国瑞吉有限公司

SHANGHAI LANSHENG REAL ESTATE

CO., LTD. 兰生房地产有限公司

By: 
Name: Peter Wang
Its: Chief Representative

By: 
Name: Hanting
Its: Sales Dept. Manager

2010.1.15