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Case No. 10865-VCG

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE GLOBE SPECIALTY METALS, INC. STOCKHOLDERS LITIGATION	C.A. No. 10865-VCG

AMENDED CONSOLIDATED VERIFIED CLASS ACTION COMPLAINT

Plaintiffs City of Providence ("Providence"), International Union of Operating Engineers Local 478 Pension Fund ("IUOE"), Edward Fraser and Michael Cirillo (collectively "Plaintiffs"), by and through undersigned counsel, bring this stockholder class action on behalf of themselves and the other public stockholders of Globe Specialty Metals, Inc. ("Globe" or the "Company"), a Delaware corporation, against Globe; members of Globe's board of directors (the "Board"), including Executive Chairman, Alan Kestenbaum ("Kestenbaum"); Globe's Chief Executive Officer, Jeff Bradley ("Bradley"); Grupo FerroAtlántica, S.A.U. ("Grupo FA" or "FerroAtlántica"), a Spanish limited liability company; Grupo Villar Mir, S.A.U. ("Grupo VM"), a Spanish limited liability company and Grupo FA's corporate parent; VeloNewco Limited PLC ("VeloNewco"), a United Kingdom private holding company; and Gordon Merger Sub, Inc., a Delaware corporation. Plaintiffs allege breaches of fiduciary duties and aiding and abetting thereof in connection with Grupo VM's attempt to acquire Globe for inadequate consideration as announced on February 23, 2015, (the "Proposed Acquisition"),

pursuant to a Business Combination Agreement dated February 23, 2015 and amended and restated on May 5, 2015 (the "Merger Agreement"), to the detriment of the Company's public stockholders. Plaintiffs allege the following based upon knowledge as to themselves, and upon information and belief as to all other matters, including the investigation of Plaintiffs' counsel:

NATURE OF THE ACTION

1. Corporate directors cannot use the interests of the corporation's stockholders as currency for purchasing their own private benefits. Thus, a corporation's board and executive chairman breach their fiduciary duties to stockholders when the board allows the chairman to steer the sale of the company to a preferred bidder who has promised him private benefits, while the board extracts its own private benefits in the form of guaranteed, unassailable seats on the board of the combined company for an indeterminate period of time as a condition to approving the deal.

2. This stockholder class action arises from the proposed sale of a public corporation, Globe, in which the Board allowed its executive chairman, Kestenbaum, to steer the sale of the Company to Grupo VM, which was offering him payment as executive chairman of the combined company for a minimum of three years. The combined company will be much larger than Globe and Kestenbaum's compensation will increase significantly. After Kestenbaum agreed

on all the material deal terms, including his future as the combined company's executive chairman and an unfair price for Globe's stockholders, the Globe Board extracted its own private benefits by conditioning its approval on obtaining guaranteed, unassailable seats on the board of the combined company for an indeterminate period of time for a majority of the Board's members.

3. Pursuant to the terms of the Proposed Acquisition, each share of Globe common stock will be converted into the right to receive one share of common stock of VeloNewco – a wholly-owned subsidiary of Grupo VM that is incorporated in the United Kingdom. Upon consummation, Grupo VM will retain a 57% controlling stake, Kestenbaum will be made Executive Chairman of VeloNewco, and a majority of Globe's seven member Board will have guaranteed seats on the VeloNewco board.

4. Globe's stockholders will be left with a 43% minority interest in a foreign company that is controlled by Grupo VM. As Kestenbaum stated on February 23, 2015, "[i]n terms of governance and management structure of the new company, we plan to have a [nine]-member board with five Villar Mir designated and four Globe designated."

5. Moreover, the Proposed Acquisition is not the run of the mill "merger of equals" situation where board members reserve seats on the board of the new company, but are then subject to the voting rights of the new combined stockholder

body. Grupo VM and VeloNewco executed a shareholder agreement in which Grupo VM agreed to always vote for the four Globe rollover board members ("Rollover Board Members"), including Kestenbaum as executive director. Additionally, Kestenbaum and VeloNewco executed a shareholder agreement in which he agreed to always vote for the Grupo VM VeloNewco board nominees. Thus, the composition of the VeloNewco board will be determined by Grupo VM, Kestenbaum, and the Rollover Board Members themselves. Whereas Globe's stockholders currently govern the Company by way of an effective voting franchise, after the transaction, they can never again replace a single director.

6. In light of the minority interest that Globe stockholders will hold in a controlled company over which they will have no influence, the Board was obligated to seek maximum value for Globe's stock in negotiating the Proposed Acquisition. While lining their own pockets, Kestenbaum and a majority of the Board refused to do so here. With their future personal benefits secured, Kestenbaum and the rest of the Board quickly approved the Proposed Acquisition by Grupo VM and signed the Merger Agreement without conducting a meaningful market check.

7. Unsurprisingly, following the Proposed Transaction's announcement, financial analysts commented that the deal was more favorable for Grupo VM and undervalued Globe. On a February 23, 2015 analyst conference call conducted by

Globe and Grupo FA, Luke Folta of Jefferies commented to Kestenbaum that, "Globe should have a bigger chunk" of VeloNewco.

8. Approval of the Proposed Acquisition requires only a majority of the outstanding shares, and 12% of those shares are already locked up because Kestenbaum has committed to vote his shares in favor of the deal. As a result, the deal can be approved by a vote of less than a majority of the disinterested public stockholders.

9. Meanwhile, the Preliminary Proxy Statement filed by VeloNewco on May 6, 2015 (the "Preliminary Proxy Statement"), paints a false picture of the terms of the deal to Globe's stockholders. For example, the Preliminary Proxy Statement does not explain how Kestenbaum and Juan-Miguel Villar Mir arrived at an exchange ratio on December 1, 2014 whereby Grupo VM will own 57% of the equity in the combined entity and the Globe stockholders only 43%.

10. In sum, this action seeks equitable relief to protect Globe's stockholders against Kestenbaum's and the Board's improper self-dealing in selling the Company to Grupo VM. Because dissenting stockholders have no appraisal rights, this action represents the last chance for Globe's stockholders to get relief for Defendants' misconduct.

PARTIES

11. Plaintiff City of Providence is the capital of the State of Rhode Island

and Providence Plantations. City of Providence is, and has been at all relevant times, a stockholder of Globe common stock.

12. Plaintiff International Union of Operating Engineers Local 478 Pension Fund is, and has been at all relevant times, a stockholder of Globe common stock.

13. Plaintiff Edward Fraser is, and has been at all relevant times, a stockholder of Globe common stock.

14. Plaintiff Michael Cirillo is, and has been at all relevant times, a stockholder of Globe common stock.

15. Defendant Globe is one of the world's largest producers of silicon metal, silicon-based specialty alloys and silicon fume. Globe is incorporated in Delaware and has its principal executive offices at 600 Brickell Avenue, Suite 1500, Miami, Florida 33131. Globe common stock is traded on the NASDAQ under the ticker symbol "GSM." Globe has one class of equity, its common stock. Globe is named as a defendant herein solely in its capacity as a signatory to the Merger Agreement.

16. Defendant Kestenbaum is the Company's Executive Chairman and at all times relevant hereto has been a member of the Board. Between 2010 and 2014, Kestenbaum received approximately $44 million in total compensation from Globe. Kestenbaum will be Executive Chairman of the board of directors of

VeloNewco following consummation of the Proposed Acquisition.

17. Defendant Stuart Eizenstat ("Eizenstat") has been a Globe director since 2008. Between 2010 and 2014, Eizenstat received over $650,000 in total compensation from Globe.

18. Defendant Frank Lavin ("Lavin") has been a Globe director since 2008. Between 2010 and 2014, Lavin received over $500,000 in total compensation from Globe.

19. Defendant Donald Barger, Jr. ("Barger") has been a Globe director since 2008. Between 2010 and 2014, Barger received over $770,000 in total compensation from Globe.

20. Defendant Alan Schriber ("Schriber") has been a Globe director since 2012. Between 2012 and 2014, Schriber received over $250,000 in total compensation from Globe.

21. Defendant Bruce Crockett ("Crockett") has been a Globe director since April 2014. Since April 2014, Crocket has received over $13,000 in total compensation from Globe.

22. The defendants listed in ¶¶ 16-21 above are collectively referenced herein as the "Individual Defendants" or the "Board."

23. Defendant Bradley has been Globe's Chief Executive Officer ("CEO") since 2008. Bradley's total calculated compensation as of the 2014 fiscal

year is approximately $5 million. Bradley will serve as co-Chief Executive Officer of VeloNewco.

24. Defendant Grupo FA is a private limited liability company in the form of a *sociedad anónima unipersonal*, or single shareholder corporation, organized under the laws of Spain. Its principal executive offices are located at Paseo de la Castellana 259-D, Torre Espacio 49th Floor, 28046 Madrid, Spain. Grupo FA's sole stockholder is Grupo VM.

25. Defendant Grupo VM is a private limited liability company in the form of a *sociedad anónima unipersonal* organized under the laws of Spain. Its principal executive offices are located at Paseo de la Castellana 259-D, Torre Espacio 49th Floor, 28046 Madrid, Spain. Grupo VM is the sole stockholder of Grupo FA. Grupo VM is an investment vehicle of Spanish billionaire Juan-Miguel Villar Mir.

26. Defendant VeloNewco is a private holding company organized under the laws of the United Kingdom (the "UK"). VeloNewco is slated to be the entity that will result from the Proposed Acquisition.

27. Defendant Gordon Merger Sub, Inc. ("Gordon") is a Delaware corporation.

SUBSTANTIVE ALLEGATIONS

A. The Proposed Acquisition

28. Globe is among the world's largest producers of silicon metal and silicon-based alloys, important ingredients in a variety of industrial and consumer products. The Company's customers include major silicone, chemical, aluminum, and steel manufacturers, auto companies and their suppliers, ductile iron foundries, manufacturers of photovoltaic solar cells and computer chips, and concrete producers. Globe is experiencing strong demand in its key end markets and recently has significantly increased its silicon metal production capacity. Globe's public stockholders currently own more than 80% of Globe's outstanding common stock.

29. Grupo FA is a large producer of silicon metal, manganese and ferrosilicon alloys, as well as a manufacturer of foundry and other products for the steel industry. Its sole stockholder is Grupo VM, a privately-owned conglomerate with diverse subsidiaries, including hydroelectric power, construction, fertilizer, real estate development, and concrete companies.

30. On February 23, 2015, the Board and Grupo FA announced that they had entered into the Merger Agreement, whereby VeloNewco will acquire all of Globe's outstanding stock by converting each share of common stock in Globe into one share of common stock of VeloNewco. Following consummation of the

Proposed Acquisition, Globe stockholders will have a minority interest of approximately 43% of VeloNewco's outstanding shares.

31. Grupo VM will contribute all of its shares in Grupo FA and retain a 57% controlling interest in VeloNewco's outstanding shares. Upon completion of the Proposed Acquisition, Globe will have merged into a company controlled by Grupo VM and Mr. Villar Mir. Globe stock will no longer be publicly traded. VeloNewco's stock will be traded on the NASDAQ. VeloNewco currently is, and will remain, incorporated in the UK.

32. Defendants announced the Proposed Acquisition on February 23, 2015, stating that they expected the merger to occur before the end of 2015. In a joint February 23, 2015 press release, Globe and Grupo FA disclosed that:

> The new company's nine member board will be led by Mr. Kestenbaum as Executive Chairman and [Grupo FA] will designate the Executive Vice Chairman. Jeff Bradley, current CEO of Globe, and Pedro Larrea Paguage, current Chairman and CEO of [Grupo FA], will be co-Chief Executive Officers of the new company. The leadership team will operate from London . . . . At close, Grupo Villar Mir will hold a 57 percent ownership stake in the new company, and current Globe shareholders will hold a 43 percent stake.

33. During the February 23, 2015 conference call conducted by Globe and Grupo FA announcing the Proposed Acquisition, Defendant Kestenbaum was questioned regarding the deal's undervaluation of Globe and stock split. Specifically, one analyst commented that, "Globe should have a bigger chunk" of

VeloNewco.

B. Globe Stockholders Will Have a Minority Interest in a Controlled UK Company

34. While Globe's public stockholders currently control the Company, if the Proposed Acquisition is consummated, Globe stockholders will be reduced to minority investors with a minority voting stake in VeloNewco—a UK company. As Defendants admit in the Preliminary Proxy Statement, Globe stockholders will have very different rights under English law.

35. VeloNewco is governed by the UK Companies Act, which requires directors to take employees' interests into account in certain circumstances that may be of detriment to the company's "members" or stockholders. Section 172 of the Companies Act 2006 provides: "A director of a company must act in the way he considers, in good faith, would be most likely to promote the success of the company for the benefit of its members as a whole, and in doing so have regard (amongst other matters) to . . . the interests of the company's employees." Companies Act 2006, Section 171(1)(b). Thus, Globe stockholders will lose the protection that Delaware law affords stockholders when it comes to the mandate of corporate directors that prioritize the stockholders' interest over all others.

36. Additionally, as Defendants further admit in the Preliminary Proxy Statement, Globe shareholders will lose the protections of both U.S. and Delaware law concerning the solicitation of proxies, as there is no regulatory regime for

soliciting proxies under English law. Indeed, Globe shareholders will forever lose the right to take action by written consent.

37. The structure of the Merger Agreement ensures that Grupo VM will maintain its position as controlling stockholder of VeloNewco for as long as it likes. Section 4.01 of the Shareholder Agreement between Grupo VM and VeloNewco, attached to the Merger Agreement as Exhibit A (the "Shareholder Agreement"), grants Preemptive Rights on stock issuances to Grupo VM, thus ensuring Grupo VM the right to maintain its 57% ownership. Moreover, Grupo VM will have the right to designate a majority of the combined company's board. Additionally, Grupo VM will maintain this right, even if it no longer owns a majority of VeloNewco's shares so long as it owns at least 44.4% of the outstanding shares.

38. Section 4.04 of the Shareholder Agreement further prohibits VeloNewco from issuing shares in connection with a future acquisition or purchase if the number of shares would exceed 20% of the issued and outstanding shares, without approval of the holders of VeloNewco stock. As a result, Grupo VM can "veto" any business transaction that threatens its status as VeloNewco's controlling shareholder. Unless Grupo VM voluntarily reduced its stake, Globe's stockholders will be forever reduced to minority stockholders of a controlled foreign company.

C. The Individual Defendants Favored Their Own Interests in Connection with the Proposed Acquisition

39. The Proposed Acquisition is the result of a flawed process that was designed to provide private benefits for Kestenbaum, Globe CEO Bradley, and a majority of Globe's Board at the expense of Plaintiffs and the other public stockholders of the Company. As detailed herein, Kestenbaum steered the sale to Grupo VM after Grupo VM promised him and Bradley lucrative employment to run the larger combined company while offering an inadequate price to Globe's public stockholders. The Board conditioned approval of the flawed deal on obtaining guaranteed seats on the board of the combined company for an indeterminate period of time for a majority of the Board members.

40. As part of the Proposed Acquisition, the Board, Grupo FA, and Grupo VM agreed that Kestenbaum and Bradley will continue as Executive Chairman and as co-CEO of VeloNewco, respectively. In this regard, Kestenbaum negotiated an extension of his employment agreement until December 31, 2016, including a provision that calculates his annual bonus based on the Company's modified EBITDA and free cash flow – two metrics that will significantly increase if the Proposed Acquisition is consummated – resulting in $14 million annual bonuses for Kestenbaum.

41. Pursuant to Kestenbaum's extended employment agreement, Kestenbaum will, on top of his annual salary of $995,000, receive a bonus that is

calculated as 70% of a bonus pool. The remaining 30% is awarded to Defendant Bradley. The bonus pool is calculated as the sum of eight percent of the Company's modified EBITDA plus two percent of the Company's modified free cash flow, capped at $20 million. Using this calculation, Kestenbaum received a $6.4 million bonus for 2012 and a $3.9 million bonus for 2013. The bonus for 2014 has not yet been disclosed.

42. As a result of the Proposed Acquisition, the modified EBITDA and free cash flow will increase significantly, thereby increasing the bonus pool. Using Globe's own pro forma projections for the combined company disclosed in the Preliminary Proxy Statement, the bonus pool for the combined company will far exceed the $20 million cap. Without the cap, the bonus pool would be $53.2 million in 2016, $54.2 million in 2017, and $49.3 million in 2018. Thus, if the deal is consummated, Kestenbaum can look forward to receiving an annual bonus of $14 million (70% of the $20 million cap) – an increase of $7 million to $10 million per year. Bradley's annual bonus increases from $2.7 million in 2012 and $1.5 million in 2013 to an annual bonus of $6 million.

43. Furthermore, the Board ensured that a majority of its members (three directors and Kestenbaum) will get guaranteed seats on the board of VeloNewco through a series of agreements attached to the Merger Agreement. ***First,*** Sections 25.3 and 25.4 of the VeloNewco Articles of Association (Exhibit F to the Merger

Agreement), provide that so long as Grupo VM is the majority stockholder of VeloNewco, the Rollover Board Members will have the ***exclusive right*** to nominate persons for election for their four spots on the board and Grupo VM will have the ***exclusive right*** to nominate persons for election for its five spots on the board.

44. In addition, Section 34.3 (b)(vii) of the VeloNewco Articles of Association essentially guarantees that Kestenbaum will be VeloNewco's Executive Chairman for a minimum of three years. The VeloNewco board can remove Kestenbaum without cause *only* with a vote of two-thirds of the board. Section 3.01(b) of the Shareholder Agreement between VeloNewco and Grupo VM further provides that Grupo VM cannot designate two-thirds of the VeloNewco board, and Section 3.01(d)(ii) of that agreement provides that Grupo VM cannot act unilaterally to have anyone other than Kestenbaum even considered for nomination as Executive Chairman of VeloNewco for at least three years after the Proposed Acquisition's closing.

45. ***Second,*** in Section 3.01(g) of the Shareholder Agreement between Grupo VM and VeloNewco (Exhibit A to the Merger Agreement), Grupo VM agreed to always vote its shares in favor of re-election of the Rollover Board Members' nominated directors.

46. ***Third,*** in Section 3.01(b) of Kestenbaum's Shareholder Agreement

with VeloNewco (Exhibit B to the Merger Agreement), Kestenbaum also agreed to always vote his shares in favor of re-election of the Grupo VM nominated directors and the Rollover Board Members' nominated directors. By combining these provisions with Grupo VM's control of VeloNewco, Defendants have monopolized the election of directors. Thus, the minority stockholders are receiving stock in a foreign company with meaningless voting rights.

47. These provisions and agreements protect Kestenbaum and the Rollover Board Members against ouster from VeloNewco. Globe's public stockholders will not have the votes to remove Kestenbaum or the other Rollover Board Members, while Grupo VM has contractually agreed to vote for any director candidate nominated by the Rollover Board Members regardless of their performance.

48. In sum, Kestenbaum and the other Board members used the interests of Globe public stockholders as currency to feather their own nest. In return for giving a majority of the Board (including Kestenbaum) unassailable seats on the VeloNewco board and Kestenbaum and Bradly lucrative employment agreements, Grupo VM was able to obtain more equity in the surviving company.

D. The Conflicted Board Did Not Seek or Obtain Maximum Value for Globe's Stockholders

49. In agreeing to sell control of the Company to Grupo VM, the Board had a fiduciary duty to maximize the value received by Globe's stockholders.

Nonetheless, the Preliminary Proxy Statement reveals that Kestenbaum and the rest of the Board took action that was improperly designed to maximize the private benefits of Kestenbaum and a majority of the Board, regardless whether the resulting transaction would maximize stockholder value.

1. Kestenbaum Commandeers the Sales Process to Lock-up Personal Benefits at the Expense of Globe Stockholders

50. By March 2014, Kestenbaum, the Board and Globe management decided to pursue strategic alternatives for Globe. However, from the outset, Kestenbaum commandeered the process with minimal oversight from the Board and financial advisors. Kestenbaum single-handedly negotiated a deal that ensures his personal benefits at the expense of the Globe public stockholders.

51. Kestenbaum began to aggressively pursue a deal with Grupo VM. On November 19, 2014, Kestenbaum met with the chairman of Grupo VM regarding a possible combination of Globe and Grupo VM's FerroAtlántica business. Grupo VM told Kestenbaum exactly what he wanted to hear. Before any discussions of what Globe stockholders would receive in any deal, Grupo VM's chairman, Juan Miguel Villar Mir, purportedly told Kestenbaum that Kestenbaum should be the executive chairman of the combined company. Kestenbaum wasted no time. The day after the meeting, on November 20, 2014, Globe and Grupo VM entered into a confidentiality agreement.

52. Kestenbaum then proceeded to negotiate the equity Globe

stockholders would receive in the deal without consulting with the Board or any financial advisor. On November 30 and December 1, Kestenbaum and Grupo VM's CEO, Javier López Madrid, met to negotiate "potential valuations of the two businesses, the potential location of the headquarters for the combined company, board structure and related governance matters, stock exchange listing and other matters." Kestenbaum proceeded to negotiate a term sheet on an uninformed basis for Globe stockholders to receive only 43% of the equity of the combined company at these meetings. This term sheet also provided for Kestenbaum to be designated to serve as executive chairman of the combined company and for Grupo VM to have representation on the board of the combined company proportionate to its 57% equity stake.

53. Kestenbaum continued to negotiate without any Board oversight or advice from a financial advisor. Without any interim Board meeting, on December 12, 2014, Globe distributed a "more detailed" term sheet to Grupo VM that again proposed Globe stockholders receive only 43% of the equity in the surviving company. This term sheet included details about the "management structure of the combined company" and added a "voting agreement in favor of all board-approved director nominees." Accordingly, while Globe stockholders were being squeezed out of equity in the new company, Kestenbaum was busy negotiating with Grupo VM for personal benefits for him and the other Globe directors.

54. On December 3, 2014, the Company held its annual meeting of stockholders. At the meeting, the Company failed its say-on-pay vote, with only 27,537,201 votes approving the Company's executive compensation program and 39,214,753 votes against it. As independent proxy advisory service ISS noted when recommending that stockholders vote against the executive compensation, the Company's "[t]arget award levels under the short-term incentive program are excessive, and the equity program is not performance-based."

55. In addition, at the December 2014 annual meeting, large numbers of stockholders "withheld" votes for the re-elections of Lavin, Barger, and Eizenstat. More specifically, Lavin, Barger, and Eizenstat, respectively, had 16.22%, 11.51%, and 7.62% of votes "withheld" for their re-elections.

56. In early December 2014, at the time when stockholders were expressing growing disapproval with the Company's compensation policies and the performance of its longest-tenured outside directors, and when Kestenbaum was negotiating privately with Grupo VM, Kestenbaum also began negotiating with the Globe Board for:

> potential new incentive programs for Globe's executive officers in light of the potential transaction with FerroAtlantica, including a new bonus program for Globe's executive officers based upon increases in the market value of Holdco Shares after completion of the proposed transactions and modifications to the existing performance-based program for Globe's executive officers based upon the increased size of the combined

company.

Thus, Kestenbaum was negotiating for more money for him and other Globe executives from the Globe Board and with Grupo VM for him to become the executive chairman of the combined company. Kestenbaum negotiated these personal benefits while he should have been negotiating the best deal he could for Globe stockholders.

57. When the Globe Board finally met on December 18, 2014, the damage from Kestenbaum's private negotiations with Grupo VM had been done. Recognizing that Kestenbaum had been proceeding on an uninformed basis, the Board authorized Kestenbaum to engage a financial advisor to assist the Board. Despite this authority, Kestenbaum did not engage a financial advisor until January 7, 2015. The Board did nothing to prevent Kestenbaum from continuing his negotiations with Grupo VM for personal benefits.

58. As a result, Kestenbaum never stopped negotiating for himself. Kestenbaum exchanged multiple drafts of the term sheet with Grupo VM including a "separate list of corporation actions that would require approval of . . . the executive chairman, during a three year transition period after closing." Kestenbaum also agreed to let Grupo VM and Grupo FA engage in "certain intercompany transactions" as long as Grupo FA's net debt was less than € 351 million at the close of the transaction. The Preliminary Proxy does not disclose

what these transactions are or the basis for Kestenbaum's concession that they may occur. On January 5, 2015, two days before Goldman and Nomura[1] were engaged as Globe's financial advisors, Kestenbaum and Grupo VM exchanged "a final version" of the term sheet for the proposed transaction.

2. The Board Improperly Extracts Private Benefits at the Expense of Globe's Stockholders

59. Kestenbaum and the Board knew that they had an obligation to maximize shareholder value in connection with the Potential Acquisition. Globe's counsel at Latham & Watkins expressly informed them during the December 18 meeting of their fiduciary duties in the context of a business combination that would result in a change-of-control of Globe. However, demonstrating that he had no interest in a competitive bidding process for Globe that would maximize stockholder value, Kestenbaum waited almost three weeks before finally retaining Goldman Sachs on January 7, 2015. By then, it had been more than a month since Kestenbaum agreed that Globe would get only 43% of the equity in the surviving company.

60. Goldman Sachs was brought in to bless Kestenbaum's pre-negotiated deal with a fairness opinion, for which it will be compensated up to $9 million. Goldman was required to do very little work for this handsome reward. It did not

[1] The Preliminary Proxy Statement discloses no other information regarding Nomura, including the reasons a second financial advisor was retained, what it did for the Board and what Globe is paying for those undisclosed services.

contact any potential competing buyers. Instead, as detailed below, Goldman Sachs merely prepared a fairness opinion (the "Fairness Opinion") based on implausible projections to support the Proposed Acquisition negotiated by Kestenbaum.

61. With a deal increasingly imminent, the Board decided to extract private benefits for a majority of its members rather than maximize stockholder value. On February 3, 2015, the Board informed Globe management that the number of seats on the VeloNewco board should be expanded from seven to nine seats, and that four seats needed to be reserved for a majority of the Globe board. Kestenbaum and Grupo VM immediately agreed, thereby buying the Board's quick approval of a deal that was favorable for Kestenbaum and Grupo VM, but unfavorable for Globe stockholders.

E. The Deal Price Is Low and Unfair

1. The Share for Share Exchange Ratio was Agreed when Globe's Share Price Languished in an Artificial Trough

62. The improper sales process run and overseen by conflicted fiduciaries resulted in a low and unfair deal price. The Proposed Acquisition does not adequately value the Company. Grupo VM is capitalizing on a buying opportunity due to Globe's share price being well off its 52-week high due to external forces. Specifically, according to Capital IQ and MetalPrices.com, Globe's share price has been generally declining since reaching a high in July 2014 of approximately $22

per share due to the overall decline in the metals industry and recent decline of silicon metal prices. Thus, Globe's stock decline leading up to the announcement of the Proposed Acquisition does not represent the true value of the Company. Analysts were cognizant of this and commented in 2014 that Globe's share price would follow silicon prices in the near term but would improve in 2015. For example, Jefferies stated on August 27, 2014:

> Looking forward, we've increased our est[imate] on higher [silicon] prices with improved trends likely sustainable near term due to ongoing supply circumstances. GSM's shares will likely follow [silicon] prices near term, though in our view already factors in material further improvement into '15 and we see risk-reward/balance from here.

63. Analysts agreed that Globe's stock decline leading up to announcement of the Proposed Acquisition has been overdone, including BB&T Capital Markets stating on February 10, 2015 that:

> Unlike virtually every other commodity that has been hit hard by the strengthening US dollar and slowing growth in China and elsewhere…silicon metal spot prices currently stand around $1.45/lb and remained at that level since summer…[T]he stock's drop over the past 5-6 months seems completely overdone considering the price of the underlying commodity hasn't budged.

64. Moreover, analysts agreed upon the Proposed Acquisition's announcement that the deal value was unfavorable for Globe, including Jefferies stating on February 23, 2015 that:

> ***Valuation/ split seems more favorable for Ferroatlantica vs. GSM***, though likely value accretive for both: With GSM's superior margin profile and balance sheet, we would argue its share of the combined company could have been greater…

That same day KeyBanc Capital Markets added that "the valuation is not terribly attractive to us."

65. Thus, despite its duty to maximize stockholder value in a change-of-control transaction, the conflicted Board failed to secure fair value and instead focused on securing personal benefits at the expense of the public stockholders.

2. Goldman Sachs Prepares Financial Analyses to Support the Proposed Acquisition

66. To support the unfair deal, Goldman Sachs prepared a fairness opinion based on aggressive and implausible financial projections for FerroAtlántica that were prepared by Globe's management. Goldman Sachs made no "independent evaluation, appraisal or geological or technical assessment of the assets and liabilities . . . of Globe, Holdco or FerroAtlántica." Globe's projections for FerroAtlántica were as follows:

Globe Projections for FerroAtlántica ($ Millions)	For Calendar Year Ending December 31,				
	2015	2016	2017	2018	2019
Revenue	$ 1,374.00	$ 1,546.00	$ 1,588.00	$ 1,617.00	$ 1,637.00
Gross Profit	$ 366.00	$ 475.00	$ 463.00	$ 380.00	$ 384.00

Adjusted EBITDA	$ 319.00	$ 426.00	$ 413.00	$ 324.00	$ 330.00
Net Income	$ 161.00	$ 229.00	$ 222.00	$ 167.00	$ 193.00
Capital Expenditures	$ 68.00	$ 41.00	$ 31.00	$ 32.00	$ 31.00
Free Cash Flow	$ 50.00	$ 197.00	$ 235.00	$ 205.00	$ 155.00

67. In preparing these projections, Globe management assumed USD/Euro exchange rates of 1.13 in 2015, 1.15 in 2016, 1.17 in 2017, 1.25 in 2018 and 1.19 in 2019.

68. In addition to projections that Globe's conflicted management prepared in pursuit of the deal, Goldman Sachs also had access to projections that FerroAtlántica prepared in the ordinary course of business. In February 2014, FerroAtlántica management prepared the following projections as part of its annual business planning:

FA Management Projections for FerroAtlántica ($ millions)[2]	For Calendar Year Ending December 31,				
	2014	2015	2016	2017	2018
Sales	$ 1,569.36	$ 1,708.72	$ 1,896.57	$ 2,000.70	$ 2,118.09

[2] Converted from Euros using FerroAtlántica management assumption of a 1.30 USD/Euro exchange rate for 2014 to 2018.

EBITDA	$ 198.51	$ 235.95	$ 284.96	$ 299.13	$ 324.48
EBIT	$ 129.48	$ 166.14	$ 219.31	$ 236.60	$ 263.25
Net Income	$ 52.39	$ 86.71	$ 124.93	$ 140.01	$ 155.35

69. In preparing these projections, FerroAtlántica management assumed a USD/Euro exchange rate of 1.30 for 2014 through 2018.

70. As shown above, Globe management's EBITDA projections for FerroAtlántica (prepared for the Merger) were substantially higher and more aggressive than the projections prepared by FerroAtlántica's management in the ordinary course of business. Specifically, Globe management projected FerroAtlántica's EBITDA to be $337.48 million higher from 2015 through 2018 than FerroAtlántica management. Similarly, Globe management projected FerroAtlántica's net income to be $272 million higher from 2015 through 2018 than FerroAtlántica management projected.

71. The difference is magnified if Globe management's projected exchange rate is used to convert FerroAtlántica management's projections from Euros to US dollars. At those exchange rates, Globe management's projected EBITDA and Net Income for 2015 through 2018 is $443.61 million and $317.73 million higher, respectively, than the projections of FerroAtlántica's own management in the ordinary course.

72. In addition to *over*-projecting EBITDA and net income, Globe

management *under*-projected FerroAtlántica's capital expenditures, thereby increasing FerroAtlántica's projected cash flows and estimated value under a discounted cash flow ("DCF") analysis. For example, Globe management projected FerroAtlántica to spend $68 million in capital expenditures in 2015, while FerroAtlántica's management projected spending $90 million. Globe management also projected average capital expenditures of only $33.75 million for 2016 through 2019, even though FerroAtlántica has averaged almost double that amount ($64.3 million) over the past three years.

73. There was no good faith basis to rely on Globe's implausibly aggressive projections when FerroAtlántica's own management had prepared projections in the ordinary course of business that were much more conservative. Indeed, FerroAtlántica failed to hit even its own, lower projections for 2014. FerroAtlántica management projected $52.39 million of net income in 2014 but only realized $38.44 million. Despite FerroAtlántica coming up over 26% short of its own net income projections in 2014, Globe management continued to project that FerroAtlántica would earn an implausible $161 million in net income in 2015 – an increase of 319% of its actual 2014 performance. This is unrealistic to say the least.

74. The use of these implausible projections had a substantial impact on Goldman's analysis of the fairness of the Proposed Transaction to Globe

stockholders. For example, Goldman performed a Selected Companies Analysis using Globe management's projected 2015 EBITDA for the combined companies ("NewCo"), including synergies, to show that expected share values of NewCo were a premium to Globe's February 20, 2015 stock price. Globe management prepared NewCo's projections by combining their projections for Globe and FerroAtlántica and including "estimated" synergies. Thus, an overstatement of FerroAtlántica projections would also overstate NewCo's projections.[3]

75. Globe management projected FerroAtlántica's 2015 EBITDA to be $83.05 million higher than FerroAtlántica's own management (using a 1.3 USD/Euro exchange rate). At the 9x-10x "reference multiples" used by Goldman in its Selected Companies Analysis, this overstatement increased the enterprise value by ***$747.45 million*** to ***$830.50 million*** when compared to using FerroAtlántica's management projections that were prepared in the ordinary course of business.

76. Goldman's DCF Analysis and Relative Contribution Analysis also relied on Globe management's projections for FerroAtlántica and were therefore

[3] The Preliminary Proxy Statement contains materially misleading and incomplete information on this issue. It states that Goldman used Globe management's projected 2015 EBITDA plus run-rate synergies for NewCo but the Preliminary Proxy Statement only discloses NewCo projections for 2016 through 2019 and "estimated" synergies for 2016 to 2020. Thus, stockholders are left to speculate that Goldman added the 2015 EBITDA projections for Globe and FA and then potentially added some other undisclosed synergy amounts.

similarly affected by Globe management's unsupported assumptions.

77. By preparing its own unsupported projections and then instructing Goldman to rely on them without any analysis of their reasonableness, Globe management and the Board were able to negotiate their conflicted deal and still get a fairness opinion from Goldman even though Globe stockholders are receiving an unfairly small amount of the equity in NewCo.

78. The disclosures regarding these projections are materially misleading and incomplete. The Preliminary Proxy Statement states that at a February 2, 2015 Board meeting, more than two months after Kestenbaum unilaterally negotiated for Globe stockholders to get a mere 43% of the equity of Newco, Goldman reviewed management's financial projections for Globe and FerroAtlántica. The Board then "requested management update the financial projections to reflect input from the directors at the meeting." The Preliminary Proxy Statement does not disclose what "input" the Board provided and what changes were made to the projections, projections that subsequently formed the basis for Goldman's fairness opinion. A reasonable stockholder would find this information material, especially considering that Globe's equity stake in NewCo had previously been negotiated and the projections Goldman ultimately used in its analysis were more aggressive than FerroAtlántica's management had projected (and failed to achieve).

79. The Preliminary Proxy Statement discloses free cash flow projections

for 2015 through 2019 for FerroAtlántica and that Goldman performed a discounted cash flow analysis for FerroAtlántica using those projections. The Preliminary Proxy Statement does not, however, disclose what free cash flow Goldman used to calculate FerroAtlántica's terminal value in its analysis. On information and belief, Goldman used a terminal cash flow amount that was substantially higher than the $155 million projected for 2019 (i.e. the terminal year) disclosed in the Preliminary Proxy Statement. This caused a substantial increase in the resulting DCF valuation of FerroAtlántica. A reasonable stockholder would find this information material in considering the reliability and weight to put on the Globe management projections and Goldman's analysis and in deciding whether the equity split Globe will receive in the Proposed Transaction is fair.

80. Similarly, the Preliminary Proxy Statement does not disclose the base price of silicon ("Si") that was used in its projections. This price is significant to Goldman's analysis as Goldman performed a commodity price sensitivity analysis to calculate the implied ownership percentages for Globe and Grupo FA at commodity prices 5% to 10% higher and lower than the amount assumed in the Globe management projections. Modest changes to this assumption result in implied ownership percentages for Globe substantially higher than 43% of the combined company. A reasonable stockholder would find this information

material in considering the reliability of management's projections and weight to give to Goldman's analysis.

F. The Board Agreed to Onerous Deal Protections That Impede Competing Offers

81. In the Merger Agreement, the Board agreed to deal protection devices (collectively, the "Deal Protections") that will effectively lock out competing bidders to the detriment of Globe stockholders, including Plaintiffs and the Class. Therefore, not only did the Board fail to run a reasonable sales process on the front-end of the transaction, it virtually ensured that no competing bid would emerge on the back-end as well, in violation of its fiduciary duties to maximize value for stockholders.

1. The No-Solicitation Provision

82. In Section 7.4 of the Merger Agreement, the Individual Defendants agreed to a restrictive provision that prevents the Board from soliciting potential inquiries from third parties that may lead to a competing offer to purchase the Company or even communicating with potential third-party suitors, except under very limited circumstances (the "No-Solicitation Provision").

83. The No-Solicitation Provision was expressly designed to protect the Proposed Acquisition and dissuade the emergence of offers from third parties.

2. The Matching Rights

84. Sections 7.4(b) and (c) of the Merger Agreement grants Grupo FA

with recurring and unlimited information and matching rights (the "Matching Rights"), which provide Grupo FA with: (i) unfettered access to confidential and non-public information about competing proposals from third parties which they can then use to formulate a matching bid; and (ii) 48 hours in which Globe must negotiate in good faith with Grupo FA (at Grupo FA's discretion) and allow Grupo FA to propose amendments to the terms of the Merger Agreement to make a counter-offer should the Board wish to accept a superior proposal from a third party.

85. The Matching Rights dissuade potentially interested parties from making an offer for the Company by providing Grupo FA with the ability to maneuver around any competing offers and the opportunity to make repeated matching bids to counter any competing superior offers. As a result, the Merger Agreement unfairly favors Grupo FA over any potential third party that may provide a superior offer for Globe.

3. Termination Fee

86. If the Board terminates the Merger Agreement in order to accept a superior proposal offered by a third party, the Company must pay Grupo FA a termination fee of $25 million plus up to $10 million in expenses. Based on the current number of Globe shares outstanding, this represents 3% of Globe's market capitalization on February 20, 2015 (the last day of trading prior to the

announcement of the Proposed Acquisition) and $0.47 per outstanding share of stock.

87. The inclusion of the Termination Fee makes it more expensive for competing bidders to acquire the Company and inhibits the Board from fully exercising its fiduciary duties to maximize value for Globe's stockholders in this transaction, which involves selling Globe to a controlled company.

88. The Termination Fee is another barrier to competing offers and substantially increases the likelihood that the Proposed Acquisition will be consummated, leaving Globe stockholders with limited opportunity to consider any superior offer. Thus, the combination of the Termination Fee with the other deal protections cannot be justified as reasonable or proportionate measures to protect Grupo FA's investment in the transaction process.

4. Kestenbaum's Voting Agreement

89. In connection with its approval of the Merger Agreement, the Board consented to a voting agreement between Grupo VM and Kestenbaum (the "Voting Agreement"). Under the Voting Agreement, Kestenbaum agreed to vote the shares under his control, representing approximately 12% of Globe's outstanding shares, in favor of the Proposed Acquisition and against any other action that would interfere with the consummation of the Proposed Acquisition.

90. Unless the Board terminates the Merger Agreement or recommends

that Globe stockholders vote against the Merger Agreement, Grupo FA is already well on its way to obtaining the Globe stockholder approval it needs to complete the Proposed Acquisition. This partial lock-up of the Globe stockholder vote will deter interested third parties from making a superior offer to acquire the Company.

91. When Kestenbaum's Voting Agreement is considered in conjunction with the almost guaranteed three-year tenure for Kestenbaum as the VeloNewco Executive Chairman of the board and the entrenchment of the majority of the Board as Rollover Board Members, it is clear that Globe's management and directors have valuable incentives to close the Proposed Acquisition and refuse any alternative, no matter how valuable to Globe's public stockholders.

* * *

92. Collectively, the Deal Protections substantially and improperly limit the Board's ability to investigate and pursue superior proposals and alternatives, including a sale of all or part of Globe.

93. Approval of the Proposed Acquisition requires a majority of the outstanding shares. However, 12% of those shares are already locked up because Kestenbaum has committed to vote his shares in favor of the deal. Thus, the Proposed Acquisition can be approved by less than a majority of the publicly held shares.

94. The Deal Protections unreasonably impede competing offers for the

Company. In combination, the Deal Protections unreasonably hinder the ability of any other potential bidders from consummating an offer for the Company, thus locking up the Proposed Transaction for the Board's and management's benefit, at the expense of the public stockholders.

95. In pursuing the unlawful plan to sell the Company to a company controlled by Grupo VM for less than fair value and pursuant to an unfair process, the Board has breached its fiduciary duties of loyalty and good faith. By knowingly participating in the Board's breach and inducing members of the Board to breach their fiduciary duties by offering them lucrative positions at VeloNewco if they approved the sale of the Company at an unfair price and without a control premium, Grupo FA aided and abetted those breaches of duty.

G. The Board Fails to Disclose Material Information

96. The Individual Defendants have a fiduciary duty to disclose all material information regarding the Proposed Acquisition to Globe's stockholders so the stockholders can make a fully informed decision whether to vote in favor of the Proposed Acquisition.

97. As explained above and below, the Preliminary Proxy Statement fails to fully and fairly disclose all material information that stockholders need to make an informed decision as to whether they should approve the Proposed Acquisition, including:

a) Kestenbaum negotiated for Globe stockholders to only receive 43% of the equity of the combined company on November 30 and December 1, 2015, just a few days after he received "certain summary financial and operational information" on Grupo FA on November 25, 2014. The Preliminary Proxy Statement does not disclose this information or what analysis of "comparative profitability, revenue and capital structure" Kestenbaum performed in that short window of time (which included the Thanksgiving holiday) that provided a basis to lock in Globe stockholders at a mere 43% equity in the combined company. A reasonable stockholder would find this information material in deciding how to vote on the Proposed Transaction.

b) The Preliminary Proxy Statement discloses that a transaction with Party A was not pursued in part because Party A would not agree to "governance terms" and "minority stockholder protection terms" sought by Kestenbaum. There is no disclosure of these terms. To the extent these terms included the Board locking itself into lucrative board seats in the surviving company like the Proposed Transaction, a reasonable stockholder would find this information material in deciding whether to approve the Proposed Transaction.

c) The Preliminary Proxy Statement discloses that Kestenbaum began

negotiating with Defendant Barger in early December 2014 for new incentive programs for Globe's executive officers in "light of the potential transaction with Grupo FA." The Preliminary Proxy Statement, however, does not mention any Board meeting regarding the transaction with Grupo FA until December 18, 2014. Accordingly, it is unclear whether Barger was even told about a potential transaction with Grupo FA when Kestenbaum began negotiating new incentive programs for him and other executive officers. The Preliminary Proxy Statement also fails to disclose the terms of the "incentive programs", "bonus programs" and "modifications to the existing performance based program" that Kestenbaum sought in these negotiations. A reasonable stockholder would find this information material because Kestenbaum was negotiating for more lucrative compensation from the Board for himself and with Grupo VM for himself as chairman of the combined company while at the same time purportedly negotiating with Grupo VM for Globe's stockholders. This is especially true considering that stockholders did not approve the Company's executive compensation program at the 2014 annual meeting and will make another advisory vote in connection with the executive compensation that will result

from the Proposed Acquisition.

d) Goldman Sachs was retained by Globe after Kestenbaum negotiated the transaction with Grupo VM and yet is being paid a $6 million transaction fee and may receive an additional $3 million at the discretion of the Board. The Preliminary Proxy Statement does not disclose whether the Board intends to pay this additional $3 million and on what basis it will pay the additional $3 million. The Preliminary Proxy Statement also does not disclose whether Goldman Sachs has been promised any other future consideration by Globe or VeloNewco in connection with its engagement by Globe and whether the Board was aware of and approved of any such fees. Since the primary, if not exclusive, purpose of Goldman Sachs' engagement was to provide a fairness opinion, a reasonable stockholder would find information about what fee Goldman Sachs' will ultimately receive material in determining how much weight to give its analysis.

98. Globe's stockholders must be provided all material information pertaining to the deal in order to make an informed decision regarding the Proposed Acquisition.

H. Dissenting Globe Stockholders are Without Appraisal Rights

99. The Globe dissenting stockholders will be particularly harmed upon

closing of the Proposed Acquisition. Dissenting stockholders will have no right to an appraisal because this is a stock-for-stock deal between companies with publicly traded stock. *See* 8 *Del. C.* § 262(b)(2)(a). As such, the need for immediate judicial intervention is especially pointed.

CLASS ALLEGATIONS

100. Plaintiffs bring these claims pursuant to Rule 23 of the Rules of the Court of Chancery individually and on behalf of all other holders of Globe common stock (except defendants named herein and any person, firm, trust, corporation, or other entity related to or affiliated with them and their successors in interest) who are or will be threatened with injury arising from Defendants' wrongful actions as more fully described herein (the "Class").

101. This action is properly maintainable as a class action.

102. The Class is so numerous that joinder of all members is impracticable. While the exact number of Class members is unknown to Plaintiffs at this time and can only be ascertained through discovery, Plaintiffs believe there are thousands of members in the Class. According to the Merger Agreement, as of February 20, 2015, 73,749,990 shares of Globe common stock were represented by the Company as outstanding. All members of the Class may be identified from records maintained by Globe or its transfer agent.

103. Questions of law and fact are common to the Class and predominate

over questions affecting any individual class member. The common questions include, *inter alia*, the following:

a. Whether the Individual Defendants and Bradley breached their fiduciary duties to Plaintiffs and the other members of the Class in connection with the Proposed Acquisition;

b. Whether the Individual Defendants and Bradley breached their fiduciary duty to secure and obtain the best price reasonably available under the circumstances for the benefit of Plaintiffs and the other members of the Class in connection with the Proposed Acquisition;

c. Whether the Individual Defendants and Bradley breached their fiduciary duty to obtain a change-of-control premium in connection with the Proposed Acquisition;

d. Whether the Individual Defendants and Bradley in bad faith and for improper motives impeded or erected barriers to discourage other strategic alternatives, including offers from interested parties for the Company or its assets;

e. Whether Grupo FA, Grupo VM, VeloNewco, and Gordon aided and abetted the Individual Defendants' breaches of fiduciary duty;

f. Whether Defendants have failed to disclose material information to stockholders in connection with the Proposed Acquisition, or have aided and abetted therein;

g. Whether Plaintiffs and the other members of the Class will be harmed if the transaction complained of herein is consummated; and

h. Whether Plaintiffs and the other members of the Class are entitled to damages as a result of Defendants' wrongful conduct.

104. Plaintiffs' claims are typical of the claims of the other members of the Class. Plaintiffs and the other members of the Class have sustained damages as a result of Defendants' wrongful conduct as alleged herein.

105. Plaintiffs will fairly and adequately protect the interests of the Class, and have no interests contrary to or in conflict with those of the Class that Plaintiffs seeks to represent. Plaintiffs are committed to prosecuting this action and have retained competent counsel experienced in litigation of this nature.

106. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy. Plaintiffs know of no difficulty to be encountered in the management of this action that would preclude maintenance as a class action.

COUNT I

Breach of Fiduciary Duty against the Individual Defendants and Bradley

107. Plaintiffs repeat and reallege each and every allegation above as if set forth in full herein.

108. The Individual Defendants and Bradley, as Globe directors and

officers, owe the Class fiduciary duties of due care and loyalty. By virtue of their positions as directors and/or officers of Globe and their exercise of control over the business and corporate affairs of the Company, the Individual Defendants and Bradley have, and at all relevant times had, the power to control and influence, and did control and influence, and cause the Company to engage in the practices complained of herein. The Individual Defendants and Bradley were each required to: (a) use their ability to control and manage Globe in a fair, just and equitable manner; and (b) act in furtherance of the best interests of Globe and its stockholders and not their own.

109. The Individual Defendants and Bradley failed to fulfill their fiduciary duties in connection with the Proposed Acquisition. By entering into the Proposed Acquisition without regard to the fairness of the transaction to Globe's stockholders, they have knowingly and recklessly and in bad faith violated their fiduciary duties owed to Globe's public stockholders and have acted to put their personal interests ahead of the interests of the stockholders, thereby unfairly depriving Plaintiffs and other members of the Class of the true value of their investment in Globe stock.

110. Because the Individual Defendants and Bradley dominate and control Globe's business and corporate affairs and are in possession of private corporate information concerning Globe's assets, business, and future prospects, there exists

an imbalance and disparity of knowledge and economic power between them and the public stockholders of Globe that makes it inherently unfair for them to pursue any proposed transaction wherein they will reap disproportionate personal benefits to the exclusion of maximizing stockholder value.

111. As demonstrated by the allegations above, the Individual Defendants and Bradley in bad faith breached their fiduciary duties because, among other reasons, they failed to:

a) ensure a fair and rigorous negotiation process for the Proposed Acquisition;

b) fully inform themselves of the fair value of Globe or Grupo FA before entering into the Proposed Acquisition;

c) act in the best interests of the public stockholders of Globe common stock;

d) maximize stockholder value;

e) fully disclose all material information regarding the Proposed Acquisition;

f) obtain the best financial and other terms for the Merger Agreement when the Company's independent existence will be materially altered by the Proposed Acquisition; and

g) act in accordance with their fundamental duties of due care, good faith, and loyalty.

112. Furthermore, the Deal Protections adopted by the Individual Defendants and Bradley and contained in the Merger Agreement impose an excessive and disproportionate impediment on the Board's ability to entertain any other potentially superior alternative offer. The Globe Board's agreement to the No-Solicitation Provision, Matching Rights, Termination Fee, and Voting Agreement constitutes a breach of fiduciary duty, especially in light of the Individual Defendants' failure to obtain additional consideration in exchange for these valuable concessions.

113. By reason of the foregoing acts, practices, and course of conduct, the Individual Defendants and Bradley have knowingly and recklessly breached their duties to the stock holders of Globe, including Plaintiffs and the other members of the Class.

114. Plaintiffs and the other members of the Class have no adequate remedy at law. Only through the exercise of this Court's equitable powers can Plaintiffs and the Class be fully protected from the immediate and irreparable injury which the Individual Defendants and Bradley's actions threaten to inflict.

COUNT II

Breach of Fiduciary Duty against Kestenbaum and Bradley

115. Plaintiffs repeat and reallege each and every allegation above as if set forth in full herein.

116. Defendants Kestenbaum and Bradley, as officers of Globe, at all times relevant to this Complaint, owed Globe the highest duty of loyalty.

117. Defendant Kestenbaum breached his fiduciary duty of loyalty by seeking out, negotiating, and approving the Proposed Acquisition. Kestenbaum preferred his own interests to those of Globe's public stockholders by negotiating for himself an entrenched position as a board member and Executive Chairman of a much larger company with a correspondingly larger compensation package and related perquisites. As such, Defendant Kestenbaum is afforded no protection pursuant to 8 *Del. C.* § 102(b)(7).

118. Defendant Bradley breached his fiduciary duty of loyalty by seeking out and negotiating the Proposed Acquisition. Bradley preferred his own interests to those of Globe's public stockholders by negotiating for himself an entrenched position as co-Chief Executive Officer of a much larger company with a correspondingly larger compensation package and related perquisites. As such, Defendant Bradley is afforded no protection pursuant to 8 *Del. C.* § 102(b)(7).

119. As a result of Kestenbaum and Bradley's breaches of duty of loyalty, Plaintiffs and the Class have been and will be irreparably harmed. Unless the Proposed Acquisition is enjoined by the Court, Kestenbaum and Bradley will

continue to breach their fiduciary duties owed to Plaintiffs and the other members of the Class by preferring their own interests to those of Globe's public stockholders.

120. Plaintiffs and the other members of the Class have no adequate remedy at law. Only through the exercise of this Court's equitable powers can Plaintiffs and the Class be fully protected from the immediate and irreparable injury which Kestenbaum and Bradley's actions threaten to inflict.

COUNT III

Aiding and Abetting the Individual Defendants' Breaches of Fiduciary Duty against Grupo FA, Grupo VM, VeloNewco, and Gordon

121. Plaintiffs repeat and reallege each and every allegation above as if set forth in full herein.

122. Defendants Grupo FA, Grupo VM, VeloNewco, and Gordon aided and abetted the breaches of fiduciary duty of the Individual Defendants as each knowingly assisted the Individual Defendants in construction of the Proposed Acquisition and the related Merger Agreement. Each signed the Merger Agreement, which is the product of breaches of fiduciary duties by the Individual Defendants as alleged herein, and which unlawfully restricts the Globe Board from fully informing itself of all of the Company's strategic alternatives in compliance with its fiduciary duties.

123. Grupo FA, Grupo VM, VeloNewco, and Gordon induced and

provided substantial assistance to the Individual Defendants in their breaches of fiduciary duties owed to Globe stockholders. Such breaches of fiduciary duty could not and would not have occurred but for the conduct of Grupo FA, Grupo VM, VeloNewco, and Gordon.

124. Grupo FA, Grupo VM, VeloNewco, and Gordon had knowledge that they were aiding and abetting the Individual Defendants' breaches of their fiduciary duties owed to Globe stockholders, and thus knowingly participated in such breaches.

125. Based on the foregoing, Grupo FA, Grupo VM, VeloNewco, and Gordon aided and abetted the Individual Defendants' breaches of fiduciary duty.

126. Plaintiffs and the other members of the Class have no adequate remedy at law. Only through the exercise of this Court's equitable powers can Plaintiffs and the Class be fully protected from the immediate and irreparable injury which Grupo FA, Grupo VM, VeloNewco, and Gordon's actions threaten to inflict.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand, in Plaintiffs' favor and in favor of the Class, against Defendants as follows:

A. declaring that this action is properly maintainable as a class action;

B. declaring that the Merger Agreement was entered into in breach of the

fiduciary duties of the Individual Defendants and is, therefore, unenforceable;

C. declaring that the disclosures contained in the Preliminary Proxy Statement are deficient;

D. declaring that the Deal Protections are unlawful, unenforceable, and constitute a breach of fiduciary duty by the Individual Defendants;

E. declaring that Grupo FA, Grupo VM, VeloNewco, and Gordon aided and abetted such breaches of fiduciary duty by the Individual Defendants;

F. enjoining the Defendants, their agents, counsel, employees, and all persons acting in concert with them from consummating the Proposed Acquisition, until the breaches of duty alleged herein have been cured;

G. directing the Individual Defendants to exercise their fiduciary duties to obtain a transaction that is in the best interest of Globe's stockholders and to refrain from entering into any transaction until the process for the sale or merger of the Company is completed and the highest possible value obtained;

H. awarding the Class compensatory damages, together with pre- and post-judgment interest;

I. awarding Plaintiffs the costs and disbursements of this action, including reasonable attorneys' and experts' fees; and

J. granting such other and further relief as this Court may deem just and proper.

Dated: June 15, 2015

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CERTIFICATE OF SERVICE

I, Michael Hanrahan, do hereby certify that on this 15th day of June 2015, I caused a copy of the foregoing **Amended Consolidated Verified Class Action Complaint** to be filed and served upon the following counsel of record via File & Serve*Xpress*:

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EFiled: Jun 15 2015 05:32PM EDT
Transaction ID 57406923
Case No. 10865-VCG

EXHIBIT A

(Blackline Comparison of Original Complaint with Amended Complaint)

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

~~CITY OF PROVIDENCE, on behalf of itself and on behalf of all others similarly situated,~~ ~~Plaintiff,~~ ~~v.~~ IN RE GLOBE SPECIALTY METALS, INC.~~, ALAN KESTENBAUM, STUART EIZENSTAT, FRANK LAVIN, DONALD BARGER, JR., ALAN SCHRIBER, BRUCE CROCKETT, JEFF BRADLEY, GRUPO FERROATLÁNTICA, S.A.U., GRUPO VILLAR MIR, S.A.U., VELONEWCO LIMITED PLC, AND GORDON MERGER SUB, INC.,~~ ~~Defendants.~~ STOCKHOLDERS LITIGATION	C.A. No. ~~_____~~ 10865-VCG

AMENDED CONSOLIDATED VERIFIED CLASS ACTION COMPLAINT

~~Plaintiff~~Plaintiffs City of Providence ("~~Plaintiff~~Providence"), International Union of Operating Engineers Local 478 Pension Fund ("IUOE"), Edward Fraser and Michael Cirillo (collectively "Plaintiffs"), by and through ~~its~~ undersigned counsel, ~~brings~~bring this stockholder class action on behalf of ~~itself~~themselves and the other public stockholders of Globe Specialty Metals, Inc. ("Globe" or the

"Company"), a Delaware corporation, against Globe; members of Globe's board of directors (the "Board"), including Executive Chairman, Alan Kestenbaum ("Kestenbaum"); Globe's Chief Executive Officer, Jeff Bradley ("Bradley"); Grupo FerroAtlántica, S.A.U. ("Grupo FA" or "FerroAtlántica"), a Spanish limited liability company; Grupo Villar Mir, S.A.U. ("Grupo VM"), a Spanish limited liability company and Grupo FA's corporate parent; VeloNewco Limited PLC ("VeloNewco"), a United Kingdom private holding company; and Gordon Merger Sub, Inc., a Delaware corporation. ~~Plaintiff alleges~~Plaintiffs allege breaches of fiduciary duties and aiding and abetting thereof in connection with Grupo ~~FA~~VM's attempt to acquire Globe for inadequate consideration as announced on February 23, 2015, (the "Proposed Acquisition"), pursuant to a Business Combination Agreement dated February 23, 2015 and amended and restated on May 5, 2015 (the "Merger Agreement"), to the detriment of the Company's public stockholders. ~~Plaintiff alleges~~Plaintiffs allege the following based upon knowledge as to ~~itself~~themselves, and upon information and belief as to all other matters, including the investigation of ~~Plaintiff's~~Plaintiffs' counsel:

NATURE OF THE ACTION

1. ~~When a majority of a corporation's board negotiates for themselves personal benefits in a merger transaction that are not shared with the public stockholders, close judicial scrutiny is warranted to ensure that the~~

~~fiduciaries have not sacrificed stockholder value in order to achieve those benefits. More specifically, if a buyer is invited to acquire control but gives up its ability to *ever* remove the target's directors from the new company's board, the buyer will necessarily pay less value to the selling stockholders than if it acquired control of the new company board.~~ Corporate directors cannot use the interests of the corporation's stockholders as currency for purchasing their own private benefits. Thus, a corporation's board and executive chairman breach their fiduciary duties to stockholders when the board allows the chairman to steer the sale of the company to a preferred bidder who has promised him private benefits, while the board extracts its own private benefits in the form of guaranteed, unassailable seats on the board of the combined company for an indeterminate period of time as a condition to approving the deal.

2. This stockholder class action arises from the proposed sale of a public corporation, Globe, in which the ~~conflicted majority of a board sold off future stockholder franchise rights at a discount, while also insisting on a deal that entrenched themselves as directors in the surviving company, VeloNewco, for an indeterminate amount of time.~~ Board allowed its executive chairman, Kestenbaum, to steer the sale of the Company to Grupo VM, which was offering him payment as executive chairman of

the combined company for a minimum of three years. The combined company will be much larger than Globe and Kestenbaum's compensation will increase significantly. After Kestenbaum agreed on all the material deal terms, including his future as the combined company's executive chairman and an unfair price for Globe's stockholders, the Globe Board extracted its own private benefits by conditioning its approval on obtaining guaranteed, unassailable seats on the board of the combined company for an indeterminate period of time for a majority of the Board's members.

~~3. Although billed as a "stock for stock merger," the Proposed Acquisition is a "sale of control" transaction as Globe stockholders will end up holding a minority interest in a foreign company controlled by a foreign majority stockholder. Currently, Globe's public stockholders collectively hold more than 80% of Globe's outstanding stock. Accordingly, the Board was required to conduct a good faith negotiation, exercise independence, and seek the best value reasonably available for Globe stockholders. Instead, the conflicted Executive Chairman and the majority of the Board engaged in self-dealing to structure the Proposed Acquisition to entrench themselves on the post-merger VeloNewco board, thus ensuring the continuance of their lucrative positions and the~~

~~prestige and financial rewards of being a director of a far larger company. The conflicted Board also secured employment for Globe's senior management at VeloNewco. The conflicted Board's self dealing resulted in an unfair sale value of Globe. Accordingly, the Proposed Acquisition is inherently unfair to Globe stockholders and judicial intervention is warranted.~~

3. ~~4. Globe stockholders currently govern the Company by way of an effective voting franchise and with the protections of Delaware corporate law. Following consummation~~Pursuant to the terms of the Proposed Acquisition, each share of Globe ~~stockholders will have a 43% minority interest in a company that is controlled by Grupo VM and incorporated under the laws of the United Kingdom – a far different equity and corporate governance profile than what Globe stockholders enjoy today~~common stock will be converted into the right to receive one share of common stock of VeloNewco – a wholly-owned subsidiary of Grupo VM that is incorporated in the United Kingdom. Upon consummation, Grupo VM will retain a 57% controlling stake, Kestenbaum will be made Executive Chairman of VeloNewco, and a majority of Globe's seven member Board will have guaranteed seats on the VeloNewco board.

4. ~~5. The agreements underlying the Proposed Acquisition make clear that Grupo VM – which is an investment vehicle of Spanish billionaire Juan Miguel Villar Mir – will have the right to designate a majority of the nine member VeloNewco board. Consistent with those agreements,~~Globe's stockholders will be left with a 43% minority interest in a foreign company that is controlled by Grupo VM. As Kestenbaum stated on February 23, 2015, ~~Kestenbaum informed analysts that,~~ "[i]n terms of governance and management structure of the new company, we plan to have a [nine]-member board with five Villar Mir designated and four Globe designated."

~~6. Under the Proposed Acquisition's terms, Globe stockholders will each receive one share of VeloNewco for each share of Globe stock. Consequently, former Globe stockholders will have a 43% minority interest in VeloNewco. Grupo VM will own a 57% majority interest.~~

~~7. Defendants ensured that Grupo VM will always have the right to maintain its majority ownership by providing Grupo VM with Preemptive Rights on stock issuances and the right to "veto" the issuance of additional VeloNewco shares if the issuance threatens Grupo VM's controlling status. The 43% minority interest is ***worth much less*** than~~

what Globe stockholders owned prior to the announcement of the Proposed Acquisition.

8. As part of the Proposed Acquisition, the Board, Grupo FA and Grupo VM have agreed that Globe management and four of the six current Board members (including Kestenbaum as Executive Chairman) (collectively, the "Rollover Board Members") will continue as VeloNewco directors. Globe's public stockholders, despite their 43% continuing interest in VeloNewco, will have no right or power to nominate, elect, or remove any directors from the VeloNewco board. Instead, Grupo VM and VeloNewco executed a shareholder agreement in conjunction with the Merger Agreement in which Grupo VM agreed to always vote for the Rollover Board Members. Additionally, Kestenbaum and VeloNewco executed a shareholder agreement in conjunction with the Merger Agreement in which Kestenbaum agreed to always vote for the Grupo VM VeloNewco board nominees. Thus, the composition of the VeloNewco board will be determined by Grupo VM, the Rollover Board Members, and Kestenbaum. The Globe stockholders will have no say at all.

9. The Proposed Acquisition also includes an employment agreement for Kestenbaum extending his term as Executive Chairman until December

~~31, 2016, with one-year automatic extensions upon the expiration of each term. The Merger Agreement further guarantees that Bradley, the current Globe CEO, will serve as co-Chief Executive Officer of VeloNewco.~~

5. ~~10. Critically~~Moreover, the Proposed Acquisition is not the run of the mill "merger of equals" situation where board members reserve seats on the board of the new company, but are then subject to the voting rights of the new combined stockholder body. ~~Rather, the Board, Grupo FA, and Grupo VM structured the Merger Agreement so that Grupo VM and Board members who rollover to the board of VeloNewco have the *exclusive* right to nominate persons for election to the board as long as Grupo VM is the controlling stockholder. Additionally, Grupo VM and Kestenbaum have contracted to always vote their shares in favor of the Grupo VM and Rollover Board Members' board nominees. Combining these provisions ensures the indefinite entrenchment of the entire VeloNewco board.~~ Grupo VM and VeloNewco executed a shareholder agreement in which Grupo VM agreed to always vote for the four Globe rollover board members ("Rollover Board Members"), including Kestenbaum as executive director. Additionally, Kestenbaum and VeloNewco executed a shareholder agreement in which he agreed to always vote for the Grupo VM VeloNewco board nominees. Thus, the

composition of the VeloNewco board will be determined by Grupo VM, Kestenbaum, and the Rollover Board Members themselves. Whereas Globe's stockholders currently govern the Company by way of an effective voting franchise, after the transaction, they can never again replace a single director.

6. ~~11. Because the Board decided to sell control of the Company~~In light of the minority interest that Globe stockholders will hold in a controlled company over which they will have no influence, the Board was obligated to seek ~~the~~ maximum value ~~reasonably available~~ for ~~the Company~~Globe's stock in negotiating the ~~transaction. The conflicted Board failed to do so when providing Grupo VM a discount on Globe shares in exchange for Kestenbaum and the Rollover Board Members' joint control of VeloNewco.~~Proposed Acquisition. While lining their own pockets, Kestenbaum and a majority of the Board refused to do so here. With their future personal benefits secured, Kestenbaum and the rest of the Board quickly approved the Proposed Acquisition by Grupo VM and signed the Merger Agreement without conducting a meaningful market check.

7. ~~12.~~ Unsurprisingly, following the Proposed Transaction's announcement, financial analysts commented that the deal was more favorable for Grupo

VM and undervalued Globe. On a February 23, 2015 analyst conference call conducted by Globe and Grupo FA, Luke Folta of Jefferies commented to Kestenbaum that, "Globe should have a bigger chunk ~~of [the ownership split~~" of VeloNewco~~]~~."

8. ~~13. In sum, the conflicted Board members have agreed to sell Globe into the joint control of a foreign company and themselves for an unfair price, thereby ensuring Globe management's and the Rollover Board Members' personal entrenchment at the helm of VeloNewco to the detriment of Globe's public stockholders.~~ Approval of the Proposed Acquisition requires only a majority of the outstanding shares, and 12% of those shares are already locked up because Kestenbaum has committed to vote his shares in favor of the deal. As a result, the deal can be approved by a vote of less than a majority of the disinterested public stockholders.

9. Meanwhile, the Preliminary Proxy Statement filed by VeloNewco on May 6, 2015 (the "Preliminary Proxy Statement"), paints a false picture of the terms of the deal to Globe's stockholders. For example, the Preliminary Proxy Statement does not explain how Kestenbaum and Juan-Miguel Villar Mir arrived at an exchange ratio on December 1, 2014 whereby Grupo VM will own 57% of the equity in the combined entity and the Globe stockholders only 43%.

10.~~14. Dissenting stockholders will have no right to an appraisal because this is a stock-for-stock deal involving publicly traded companies. *See* 8 *Del. C.* § 262(b)(2)(a). Accordingly, the need for judicial intervention is especially important. This~~In sum, this action seeks equitable relief ~~enjoining the Board from acting in their own self interest~~to protect Globe's stockholders against Kestenbaum's and the Board's improper self-dealing in selling ~~control at the expense of the Company's public stockholders.~~ the Company to Grupo VM. Because dissenting stockholders have no appraisal rights, this action represents the last chance for Globe's stockholders to get relief for Defendants' misconduct.

PARTIES

11.~~15.~~ Plaintiff City of Providence is the capital of the State of Rhode Island and Providence Plantations. City of Providence is, and has been at all relevant times, a stockholder of Globe common stock.

12. Plaintiff International Union of Operating Engineers Local 478 Pension Fund is, and has been at all relevant times, a stockholder of Globe common stock.

13. Plaintiff Edward Fraser is, and has been at all relevant times, a stockholder of Globe common stock.

14. Plaintiff Michael Cirillo is, and has been at all relevant times, a stockholder of Globe common stock.

15. ~~16.~~ Defendant Globe is one of the world's largest producers of silicon metal, silicon-based specialty alloys and silicon fume. Globe is incorporated in Delaware and has its principal executive offices at 600 Brickell Avenue, Suite 1500, Miami, Florida 33131. Globe common stock is traded on the NASDAQ under the ticker symbol "GSM." Globe has one class of equity, its common stock. Globe is named as a defendant herein solely in its capacity as a signatory to the Merger Agreement.

16. ~~17.~~ Defendant Kestenbaum is the Company's Executive Chairman and at all times relevant hereto has been a member of the Board. Between 2010 and 2014, Kestenbaum received approximately $44 million in total compensation from Globe. Kestenbaum will be Executive Chairman of the board of directors of VeloNewco following consummation of the Proposed Acquisition.

17. ~~18.~~ Defendant Stuart Eizenstat ("Eizenstat") has been a Globe director since 2008. Between 2010 and 2014, Eizenstat received over $650,000 in total compensation from Globe.

18.~~19.~~ Defendant Frank Lavin ("Lavin") has been a Globe director since 2008. Between 2010 and 2014, Lavin received over $500,000 in total compensation from Globe.

19.~~20.~~ Defendant Donald Barger, Jr. ("Barger") has been a Globe director since 2008. Between 2010 and 2014, Barger received over $770,000 in total compensation from Globe.

20.~~21.~~ Defendant Alan Schriber ("Schriber") has been a Globe director since 2012. Between 2012 and 2014, Schriber received over $250,000 in total compensation from Globe.

21.~~22.~~ Defendant Bruce Crockett ("Crockett") has been a Globe director since April 2014. Since April 2014, Crocket has received over $13,000 in total compensation from Globe.

22.~~23.~~ The defendants listed in ¶¶~~17~~ 16-~~22~~21 above are collectively referenced herein as the "Individual Defendants" or the "Board."

23.~~24.~~ Defendant Bradley has been Globe's Chief Executive Officer ("CEO") since 2008. Bradley's total calculated compensation as of the 2014 fiscal year is approximately $5 million. Bradley will serve as co-Chief Executive Officer of VeloNewco.

24.~~25.~~ Defendant Grupo FA is a private limited liability company in the form of a *sociedad anónima unipersonal*, or single shareholder

corporation, organized under the laws of Spain. Its principal executive offices are located at Paseo de la Castellana 259-D, Torre Espacio 49th Floor, 28046 Madrid, Spain. Grupo FA's sole stockholder is Grupo VM.

25.~~26.~~ Defendant Grupo VM is a private limited liability company in the form of a *sociedad anónima unipersonal* organized under the laws of Spain. Its principal executive offices are located at Paseo de la Castellana 259-D, Torre Espacio 49th Floor, 28046 Madrid, Spain. Grupo VM is the sole stockholder of Grupo FA. Grupo VM is an investment vehicle of Spanish billionaire Juan-Miguel Villar Mir.

26.~~27.~~ Defendant VeloNewco is a private holding company organized under the laws of the United Kingdom (the "UK"). VeloNewco is slated to be the entity that will result from the Proposed Acquisition.

27.~~28.~~ Defendant Gordon Merger Sub, Inc. ("Gordon") is a Delaware corporation.

~~JURISDICTION AND VENUE~~

~~29. This Court has jurisdiction over this action and each Defendant named herein. Globe is a Delaware corporation and the Individual Defendants are its directors and executive officer. In addition, all Defendants have minimum contacts sufficient to render the exercise of jurisdiction by the Courts of this State proper. *See* 10 *Del. C.* §§ 341, 3104, and 3114.~~

SUBSTANTIVE ALLEGATIONS

A. The Proposed Acquisition

~~1. Background~~

28.~~30.~~ Globe is among the world's largest producers of silicon metal and silicon-based alloys, important ingredients in a variety of industrial and consumer products. The Company's customers include major silicone, chemical, aluminum, and steel manufacturers, auto companies and their suppliers, ductile iron foundries, manufacturers of photovoltaic solar cells and computer chips, and concrete producers. Globe is experiencing strong demand in its key end markets and recently has significantly increased its silicon metal production capacity. Globe's public stockholders currently own more than 80% of Globe's outstanding common stock.

29.~~31.~~ Grupo FA is a ~~world leading~~large producer of silicon metal, manganese and ferrosilicon alloys, as well as a manufacturer of foundry and other products for the steel industry. Its sole stockholder is Grupo VM, a privately-owned conglomerate with diverse subsidiaries, including hydroelectric power, construction, fertilizer, real estate development, and concrete companies.

30.~~32.~~ On February 23, 2015, the Board and Grupo FA announced that they had entered into the Merger Agreement, whereby VeloNewco will acquire all of Globe's outstanding stock by converting each share of common stock in Globe into one share of common stock of VeloNewco. Following consummation of the Proposed Acquisition, Globe stockholders will have a minority interest of approximately 43% of VeloNewco's outstanding shares.

31.~~33.~~ Grupo VM will contribute all of its shares in Grupo FA and retain a 57% controlling ~~interested~~interest in VeloNewco's outstanding shares. Upon completion of the Proposed Acquisition, Globe will have merged into a company controlled by Grupo VM and Mr. Villar Mir. Globe stock will no longer be publicly traded. VeloNewco's stock will be traded on the NASDAQ. VeloNewco currently is, and will remain, incorporated in the UK.

~~**2. Announcement of the Proposed Acquisition**~~

32.~~34.~~ Defendants announced the Proposed Acquisition on February 23, 2015, stating that they expected the merger to occur before the end of 2015. In a joint February 23, 2015 press release, Globe and Grupo FA disclosed that:

> The new company's nine member board will be led by Mr. Kestenbaum as Executive Chairman and [Grupo FA] will designate the Executive Vice Chairman. Jeff Bradley, current CEO of Globe, and Pedro Larrea Paguage, current Chairman and CEO of [Grupo FA], will be co-Chief Executive Officers of the new company. The leadership team will operate from London . . . . At close, Grupo Villar Mir will hold a 57 percent ownership stake in the new company, and current Globe shareholders will hold a 43 percent stake.

33.~~35.~~ During the February 23, 2015 conference call conducted by Globe and Grupo FA announcing the Proposed Acquisition, Defendant Kestenbaum was questioned regarding the deal's undervaluation of Globe and stock split. Specifically, one analyst commented that, "Globe should have a bigger chunk ~~of [the ownership split~~" of VeloNewco~~]~~."

B. Globe Stockholders Will Have a Minority Interest in a Controlled UK Company

34.~~36.~~ While Globe's public stockholders currently control the Company, if the Proposed Acquisition is consummated, Globe stockholders will be reduced to minority investors with a minority voting stake in VeloNewco—a UK company. ~~Not only will~~As Defendants admit in the Preliminary Proxy Statement, Globe stockholders ~~lose the protections of Delaware corporate law, including minimum fiduciary duty obligations, they will become minority stockholders in a company that is controlled by Grupo VM~~will have very different rights under English law.

35.~~37.~~ VeloNewco ~~would be~~is governed by the UK Companies Act, which requires directors to take employees' interests into account in certain circumstances that may be of detriment to the company's "members" or stockholders. Section 172 of the Companies Act 2006 provides: "A director of a company must act in the way he considers, in good faith, would be most likely to promote the success of the company for the benefit of its members as a whole, and in doing so have regard (amongst other matters) to . . . the interests of the company's employees." Companies Act 2006, Section 171(1)(b). Thus, Globe stockholders will lose the protection that Delaware law affords stockholders when it comes to the mandate of corporate directors that prioritize the ~~interest of~~ stockholders' interest over all others.

36. Additionally, as Defendants further admit in the Preliminary Proxy Statement, Globe shareholders will lose the protections of both U.S. and Delaware law concerning the solicitation of proxies, as there is no regulatory regime for soliciting proxies under English law. Indeed, Globe shareholders will forever lose the right to take action by written consent.

37. The structure of the Merger Agreement ensures that Grupo VM will maintain its position as controlling stockholder of VeloNewco for as long

as it likes. Section 4.01 of the Shareholder Agreement between Grupo VM and VeloNewco, attached to the Merger Agreement as Exhibit A (the "Shareholder Agreement"), grants Preemptive Rights on stock issuances to Grupo VM, thus ensuring Grupo VM the right to maintain its 57% ownership. Moreover, Grupo VM will have the right to designate a majority of the combined company's board. Additionally, Grupo VM will maintain this right, even if it no longer owns a majority of VeloNewco's shares so long as it owns at least 44.4% of the outstanding shares.

38. ~~Moreover, the structure of the Merger Agreement ensures that Grupo VM will maintain its position as controlling stockholder of VeloNewco. Specifically, Section 4.01 of the Shareholder Agreement between Grupo VM and VeloNewco, attached to the Merger Agreement as Exhibit A (the "Shareholder Agreement"), grants Preemptive Rights on stock issuances to Grupo VM, thus ensuring Grupo VM the right to maintain its 57% ownership. Moreover,~~ Section 4.04 of the Shareholder Agreement further prohibits VeloNewco from issuing shares in connection with a future acquisition or purchase if the number of shares would exceed 20% of the issued and outstanding shares, without approval of the holders of VeloNewco stock. As ~~sucha~~ result, Grupo VM

~~(as controlling shareholder) has the right to~~can "veto" any business transaction that threatens its status as "VeloNewco's controlling shareholder." ~~Thus, the~~ Unless Grupo VM voluntarily reduced its stake, Globe's stockholders will be ~~perpetually~~forever reduced to minority stockholders of a controlled foreign company ~~so long as Grupo VM maintains its majority stake~~.

C. The Individual Defendants Favored Their Own Interests in Connection with the Proposed Acquisition

39. The Proposed Acquisition is the result of a flawed process that was designed to provide ~~unique~~private benefits for Kestenbaum, Globe CEO Bradley, and a majority of Globe's Board ~~and management~~ at the expense of ~~Plaintiff~~Plaintiffs and the other public stockholders of the Company. As detailed herein, Kestenbaum steered the sale to Grupo VM after Grupo VM promised him and Bradley lucrative employment to run the larger combined company while offering an inadequate price to Globe's public stockholders. The Board conditioned approval of the flawed deal on obtaining guaranteed seats on the board of the combined company for an indeterminate period of time for a majority of the Board members.

40. ~~The Proposed Acquisition is driven by the Board and Company management who seek to entrench themselves in a much larger company with correspondingly larger compensation packages and related perquisites.~~ As part of the Proposed Acquisition, the Board, Grupo FA, and Grupo VM ~~have~~ agreed that ~~management and a majority of the Board will continue to oversee VeloNewco. Specifically, the Board, Grupo FA, and Grupo VM have agreed that Kestenbaum will lead the VeloNewco nine member board as Executive Chairman. Additionally, VeloNewco's board will consist of three additional directors designated by Globe after consultation with Grupo VM and who were members of the Board before the Proposed Acquisition's closing.~~ Kestenbaum and Bradley will continue as Executive Chairman and as co-CEO of VeloNewco, respectively. In this regard, Kestenbaum negotiated an extension of his employment agreement until December 31, 2016, including a provision that calculates his annual bonus based on the Company's modified EBITDA and free cash flow – two metrics that will significantly increase if the Proposed Acquisition is consummated – resulting in $14 million annual bonuses for Kestenbaum.

41. ~~The Merger Agreement also ensures that Globe CEO Bradley will serve as co-Chief Executive Officer of VeloNewco. Furthermore, the Proposed~~

~~Acquisition includes an employment agreement that extends Kestenbaum's term as VeloNewco's Executive Chairman until December 31, 2016, with one year automatic extensions at each term's expiration.~~ Pursuant to Kestenbaum's extended employment agreement, Kestenbaum will, on top of his annual salary of $995,000, receive a bonus that is calculated as 70% of a bonus pool. The remaining 30% is awarded to Defendant Bradley. The bonus pool is calculated as the sum of eight percent of the Company's modified EBITDA plus two percent of the Company's modified free cash flow, capped at $20 million. Using this calculation, Kestenbaum received a $6.4 million bonus for 2012 and a $3.9 million bonus for 2013. The bonus for 2014 has not yet been disclosed.

42. ~~The conflicted Board, moreover, allowed Grupo VM to enjoy a more favorable purchase price in exchange for agreeing to leave the Board members in their seats, immune from stockholder oversight or votes. Defendants ensured this entrenchment through a series of agreements attached to the Merger Agreement.~~ As a result of the Proposed Acquisition, the modified EBITDA and free cash flow will increase significantly, thereby increasing the bonus pool. Using Globe's own pro forma projections for the combined company disclosed in the Preliminary

Proxy Statement, the bonus pool for the combined company will far exceed the $20 million cap. Without the cap, the bonus pool would be $53.2 million in 2016, $54.2 million in 2017, and $49.3 million in 2018. Thus, if the deal is consummated, Kestenbaum can look forward to receiving an annual bonus of $14 million (70% of the $20 million cap) – an increase of $7 million to $10 million per year. Bradley's annual bonus increases from $2.7 million in 2012 and $1.5 million in 2013 to an annual bonus of $6 million.

43. Furthermore, the Board ensured that a majority of its members (three directors and Kestenbaum) will get guaranteed seats on the board of VeloNewco through a series of agreements attached to the Merger Agreement. ***First,*** Sections 25.3 and 25.4 of the VeloNewco Articles of Association~~, attached~~ (Exhibit F to the Merger Agreement~~ as Exhibit F, warrant~~), provide that ~~as~~so long as Grupo VM is the majority stockholder of VeloNewco, the Rollover Board Members will have the ***exclusive right*** to nominate persons for election for their four spots on the board and Grupo VM will have the ***exclusive right*** to nominate persons for election for its five spots on the board.

~~44. Second, in Section 3.01(g) of the Shareholder Agreement between Grupo VM and VeloNewco, attached to the Merger Agreement as Exhibit A,~~

~~Grupo VM agrees to always vote its shares in favor of re-election of the Grupo VM nominated directors and the Rollover Board Members' nominated directors.~~

~~45. Third, in Section 3.01(b) of Kestenbaum's Shareholder Agreement with VeloNewco, attached to the Merger Agreement as Exhibit B, Kestenbaum agrees to always vote his shares in favor of re-election of the Grupo VM nominated directors and the Rollover Board Members' nominated directors. By combining these provisions with Grupo VM's control of VeloNewco, Defendants have made it impossible for minority stockholders to oust, nominate, or elect directors. Thus, the minority stockholders are receiving stock in a foreign company with meaningless voting rights.~~

~~46. These cleverly drafted provisions and agreements are akin to a "dead hand proxy put" where directors insulate themselves from removal by entering a credit agreement that permits the lender to declare an event of default and accelerate the company's debt in the event that the directors are replaced. Thus, the "dead hand proxy put" entrenches the directors via threat of handicapping the company. However, the stockholders of a company with a "dead hand proxy put" have more rights than the Globe stockholders under the Merger Agreement, because the stockholders~~

~~maintain the basic rights under Delaware law to nominate and elect persons to the board, albeit under the threat that lenders will exercise their option to cause potentially significant harm from debt acceleration. The conflicted majority of the Globe Board has sacrificed the basic rights of Globe stockholders to affect the VeloNewco board's composition in order to protect themselves. There is no way for *anyone* to remove the Globe members from the VeloNewco board—former Globe stockholders have no voting influence, and Grupo VM has contractually agreed to vote for the former Globe members regardless of their performance.~~

44.~~47. Additionally~~In addition, Section 34.3 (b)(vii) of the VeloNewco Articles of Association~~, attached to the Merger Agreement as Exhibit F,~~ essentially guarantees that Kestenbaum will be ~~the~~VeloNewco's Executive Chairman ~~of VeloNewco~~ for a minimum of three years ~~because the~~. The VeloNewco board ~~will be able to~~can remove Kestenbaum without cause *only* with a vote of two-thirds of the board. Section 3.01(b) of the Shareholder Agreement between VeloNewco and Grupo VM further provides~~, further,~~ that Grupo VM cannot designate two-thirds of the VeloNewco board, and Section 3.01(d)(ii) of that agreement provides that Grupo VM cannot act unilaterally to have anyone other than Kestenbaum even considered for nomination as

Executive Chairman of VeloNewco for at least three years after the Proposed Acquisition's closing.

45. ***Second,*** in Section 3.01(g) of the Shareholder Agreement between Grupo VM and VeloNewco (Exhibit A to the Merger Agreement), Grupo VM agreed to always vote its shares in favor of re-election of the Rollover Board Members' nominated directors.

46. ***Third,*** in Section 3.01(b) of Kestenbaum's Shareholder Agreement with VeloNewco (Exhibit B to the Merger Agreement), Kestenbaum also agreed to always vote his shares in favor of re-election of the Grupo VM nominated directors and the Rollover Board Members' nominated directors. By combining these provisions with Grupo VM's control of VeloNewco, Defendants have monopolized the election of directors. Thus, the minority stockholders are receiving stock in a foreign company with meaningless voting rights.

47. These provisions and agreements protect Kestenbaum and the Rollover Board Members against ouster from VeloNewco. Globe's public stockholders will not have the votes to remove Kestenbaum or the other Rollover Board Members, while Grupo VM has contractually agreed to vote for any director candidate nominated by the Rollover Board Members regardless of their performance.

48. ~~These provisions entrench the Rollover Board Members for years, thereby ensuring their lucrative and prestigious positions. The Board's self-dealing was at the further expense of Globe stockholders as the Board exchanged control of the Company without obtaining a control premium for the Company's public stockholders.~~ In sum, Kestenbaum and the other Board members used the interests of Globe public stockholders as currency to feather their own nest. In return for giving a majority of the Board (including Kestenbaum) unassailable seats on the VeloNewco board and Kestenbaum and Bradly lucrative employment agreements, Grupo VM was able to obtain more equity in the surviving company.

49. ~~The Board ensured, however, that Kestenbaum will receive other personal benefits not shared with Globe's public stockholders in the Proposed Acquisition, as Kestenbaum's post-closing compensation package demonstrates.~~

50. ~~Kestenbaum's current compensation package includes a salary of $995,000 and eligibility for bonus that is described in the Company's Schedule 14A filed with the SEC on October 27, 2014 and is calculated as the sum of eight percent of the Company's EBITDA plus two percent of the Company's modified free cash flow. As a result, since 2010,~~

~~Kestenbaum has received over $44 million in compensation from Globe while serving as Executive Chairman.~~

~~51. The Proposed Acquisition includes an amendment to Kestenbaum's employment agreement, which extends Kestenbaum's term as Executive Chairman until December 31, 2016 (with one-year automatic extensions at each term's expiration). According to Globe and Grupo FA in the February 23, 2015 filing with the SEC, VeloNewco will have EBITDA of approximately $325 million before synergies and approximately $100 million release in cash flow over three years. Thus, Kestenbaum will be eligible for much larger annual bonuses — $26 million based on 8% of $325 million in EBITDA alone — as a result of serving as VeloNewco's Executive Chairman. Thus, in negotiating the terms of the Proposed Acquisition, Kestenbaum and the conflicted Board engaged in self-dealing by selling control at a discount and sacrificing Globe stockholders' basic Delaware rights to elect and nominate directors in order to entrench and enrich themselves. These breaches of fiduciary duty resulted in an inherently unfair deal for Globe stockholders.~~

D. The Conflicted Board Did Not Seek or Obtain Maximum Value for Globe's Stockholders

49. In agreeing to sell control of the Company to Grupo VM, the Board had a fiduciary duty to maximize the value received by Globe's stockholders. Nonetheless, the Preliminary Proxy Statement reveals that Kestenbaum and the rest of the Board took action that was improperly designed to maximize the private benefits of Kestenbaum and a majority of the Board, regardless whether the resulting transaction would maximize stockholder value.

1. Kestenbaum Commandeers the Sales Process to Lock-up Personal Benefits at the Expense of Globe Stockholders

50. By March 2014, Kestenbaum, the Board and Globe management decided to pursue strategic alternatives for Globe. However, from the outset, Kestenbaum commandeered the process with minimal oversight from the Board and financial advisors. Kestenbaum single-handedly negotiated a deal that ensures his personal benefits at the expense of the Globe public stockholders.

51. Kestenbaum began to aggressively pursue a deal with Grupo VM. On November 19, 2014, Kestenbaum met with the chairman of Grupo VM regarding a possible combination of Globe and Grupo VM's FerroAtlántica business. Grupo VM told Kestenbaum exactly what he

wanted to hear. Before any discussions of what Globe stockholders would receive in any deal, Grupo VM's chairman, Juan Miguel Villar Mir, purportedly told Kestenbaum that Kestenbaum should be the executive chairman of the combined company. Kestenbaum wasted no time. The day after the meeting, on November 20, 2014, Globe and Grupo VM entered into a confidentiality agreement.

52. Kestenbaum then proceeded to negotiate the equity Globe stockholders would receive in the deal without consulting with the Board or any financial advisor. On November 30 and December 1, Kestenbaum and Grupo VM's CEO, Javier López Madrid, met to negotiate "potential valuations of the two businesses, the potential location of the headquarters for the combined company, board structure and related governance matters, stock exchange listing and other matters." Kestenbaum proceeded to negotiate a term sheet on an uninformed basis for Globe stockholders to receive only 43% of the equity of the combined company at these meetings. This term sheet also provided for Kestenbaum to be designated to serve as executive chairman of the combined company and for Grupo VM to have representation on the board of the combined company proportionate to its 57% equity stake.

53. Kestenbaum continued to negotiate without any Board oversight or advice from a financial advisor. Without any interim Board meeting, on December 12, 2014, Globe distributed a "more detailed" term sheet to Grupo VM that again proposed Globe stockholders receive only 43% of the equity in the surviving company. This term sheet included details about the "management structure of the combined company" and added a "voting agreement in favor of all board-approved director nominees." Accordingly, while Globe stockholders were being squeezed out of equity in the new company, Kestenbaum was busy negotiating with Grupo VM for personal benefits for him and the other Globe directors.

54. On December 3, 2014, the Company held its annual meeting of stockholders. At the meeting, the Company failed its say-on-pay vote, with only 27,537,201 votes approving the Company's executive compensation program and 39,214,753 votes against it. As independent proxy advisory service ISS noted when recommending that stockholders vote against the executive compensation, the Company's "[t]arget award levels under the short-term incentive program are excessive, and the equity program is not performance-based."

55. In addition, at the December 2014 annual meeting, large numbers of stockholders "withheld" votes for the re-elections of Lavin, Barger, and

Eizenstat. More specifically, Lavin, Barger, and Eizenstat, respectively, had 16.22%, 11.51%, and 7.62% of votes "withheld" for their re-elections.

56. In early December 2014, at the time when stockholders were expressing growing disapproval with the Company's compensation policies and the performance of its longest-tenured outside directors, and when Kestenbaum was negotiating privately with Grupo VM, Kestenbaum also began negotiating with the Globe Board for:

> potential new incentive programs for Globe's executive officers in light of the potential transaction with FerroAtlantica, including a new bonus program for Globe's executive officers based upon increases in the market value of Holdco Shares after completion of the proposed transactions and modifications to the existing performance-based program for Globe's executive officers based upon the increased size of the combined company.

Thus, Kestenbaum was negotiating for more money for him and other Globe executives from the Globe Board and with Grupo VM for him to become the executive chairman of the combined company. Kestenbaum negotiated these personal benefits while he should have been negotiating the best deal he could for Globe stockholders.

57. When the Globe Board finally met on December 18, 2014, the damage from Kestenbaum's private negotiations with Grupo VM had been done.

Recognizing that Kestenbaum had been proceeding on an uninformed basis, the Board authorized Kestenbaum to engage a financial advisor to assist the Board. Despite this authority, Kestenbaum did not engage a financial advisor until January 7, 2015. The Board did nothing to prevent Kestenbaum from continuing his negotiations with Grupo VM for personal benefits.

58. As a result, Kestenbaum never stopped negotiating for himself. Kestenbaum exchanged multiple drafts of the term sheet with Grupo VM including a "separate list of corporation actions that would require approval of . . . the executive chairman, during a three year transition period after closing." Kestenbaum also agreed to let Grupo VM and Grupo FA engage in "certain intercompany transactions" as long as Grupo FA's net debt was less than € 351 million at the close of the transaction. The Preliminary Proxy does not disclose what these transactions are or the basis for Kestenbaum's concession that they may occur. On January 5, 2015, two days before Goldman and Nomura[1] were engaged as Globe's financial advisors, Kestenbaum and Grupo VM

[1] The Preliminary Proxy Statement discloses no other information regarding Nomura, including the reasons a second financial advisor was retained, what it did for the Board and what Globe is paying for those undisclosed services.

exchanged "a final version" of the term sheet for the proposed transaction.

2. The Board Improperly Extracts Private Benefits at the Expense of Globe's Stockholders

59. Kestenbaum and the Board knew that they had an obligation to maximize shareholder value in connection with the Potential Acquisition. Globe's counsel at Latham & Watkins expressly informed them during the December 18 meeting of their fiduciary duties in the context of a business combination that would result in a change-of-control of Globe. However, demonstrating that he had no interest in a competitive bidding process for Globe that would maximize stockholder value, Kestenbaum waited almost three weeks before finally retaining Goldman Sachs on January 7, 2015. By then, it had been more than a month since Kestenbaum agreed that Globe would get only 43% of the equity in the surviving company.

60. Goldman Sachs was brought in to bless Kestenbaum's pre-negotiated deal with a fairness opinion, for which it will be compensated up to $9 million. Goldman was required to do very little work for this handsome reward. It did not contact any potential competing buyers. Instead, as detailed below, Goldman Sachs merely prepared a fairness opinion (the

"Fairness Opinion") based on implausible projections to support the Proposed Acquisition negotiated by Kestenbaum.

61. With a deal increasingly imminent, the Board decided to extract private benefits for a majority of its members rather than maximize stockholder value. On February 3, 2015, the Board informed Globe management that the number of seats on the VeloNewco board should be expanded from seven to nine seats, and that four seats needed to be reserved for a majority of the Globe board. Kestenbaum and Grupo VM immediately agreed, thereby buying the Board's quick approval of a deal that was favorable for Kestenbaum and Grupo VM, but unfavorable for Globe stockholders.

E. The Deal Price Is Low and Unfair

1. The Share for Share Exchange Ratio was Agreed when Globe's Share Price Languished in an Artificial Trough

62.~~52.~~ The improper sales process run and overseen by conflicted fiduciaries resulted in a low and unfair deal price. The Proposed Acquisition does not adequately value the Company. Grupo VM is capitalizing on a buying opportunity due to Globe's share price being well off its 52-week high due to external forces. Specifically, according to Capital IQ and MetalPrices.com, Globe's share price has been generally declining since

reaching a high in July 2014 of approximately $22 per share due to the overall decline in the metals industry and recent decline of silicon metal prices. Thus, Globe's stock decline leading up to the announcement of the Proposed Acquisition does not represent the true value of the Company. Analysts were cognizant of this and commented in 2014 that Globe's share price would follow silicon prices in the near term but would improve in 2015. For example, Jefferies stated on August 27, 2014:

> Looking forward, we've increased our est[imate] on higher [silicon] prices with improved trends likely sustainable near term due to ongoing supply circumstances. GSM's shares will likely follow [silicon] prices near term, though in our view already factors in material further improvement into '15 and we see risk-reward/balance from here.

63.~~53. Indeed, analysts agree~~Analysts agreed that Globe's stock decline leading up to announcement of the Proposed Acquisition has been overdone, including BB&T Capital Markets stating on February 10, 2015 that:

> Unlike virtually every other commodity that has been hit hard by the strengthening US dollar and slowing growth in China and elsewhere…silicon metal spot prices currently stand around ~~$1.45~~1.45/lb and remained at that level since summer…[T]he stock's drop over the past 5-6 months seems completely overdone considering the price of the underlying commodity hasn't budged.

54. Despite the acknowledgment that Globe's recent stock price decline would most likely reverse in 2015, the Board nevertheless agreed to an implied offer for Globe's shares ranging from $17.50-$18.00 per share based on estimates of VeloNewco's market capitalization. This implied offer represents a mere 13.9% 17% premium based on Globe's closing share price of $15.37 on February 20, 2015.

55. Globe's stockholders are only getting 43% of the equity in the combined company even though Globe has substantially more cash than Grupo FA (approximately $110 million to $41 million) and less debt (approximately $135 million to $486 million). Thus, Globe's net debt is only approximately $25 million compared to $446 million for Grupo FA. Grupo FA is substantially more leveraged at 2.3x net debt/LTM EBITDA compared to 0.2x for Globe. Globe also has substantially less resources tied up in inventory. Globe's net working capital is approximately $143 million compared to $537 million for Grupo FA. As Kestenbaum explained, Grupo FA "has a lot of working capital tied up because of where their product platform was in terms of long voyages of shipments both of raw materials and finished product. . . ."

64.~~56.~~ Moreover, analysts agreed upon the Proposed Acquisition's announcement that the deal value was unfavorable for Globe, including Jefferies stating on February 23, 2015 that:

> ***Valuation/ split seems more favorable for Ferroatlantica vs. GSM***, though likely value accretive for both: With GSM's superior margin profile and balance sheet, we would argue its share of the combined company could have been greater…

That same day KeyBanc Capital Markets added that "the valuation is not terribly attractive to us."

~~57. The most recent precedent transaction also demonstrates that the Board agreed to an unfair price for Globe stockholders. On March 9, 2015, Alcoa Inc. ("Alcoa") announced its acquisition of Globe's competitor, RTI International Metals, Inc. ("RTI").[+] The proposed deal will permit RTI stockholders to receive 2.8315 Alcoa shares for each RTI share representing a value of $41 per RTI share based on Alcoa's closing price on March 6, 2015. This represents a nearly 50% premium to RTI's March 6, 2015 closing price of $27.28 and is significantly higher than the sub-20% premium the Globe stockholders are slated to receive in the Proposed Acquisition.~~

~~[+] RTI was identified as a comparable company by Globe in the Company's November 2014 Investor Presentation.~~

65.~~58.~~ Thus, despite its duty to maximize stockholder value in a change-of-control transaction, the conflicted Board failed to secure fair value and instead focused on securing personal benefits at the expense of the public stockholders.

2. Goldman Sachs Prepares Financial Analyses to Support the Proposed Acquisition

66. To support the unfair deal, Goldman Sachs prepared a fairness opinion based on aggressive and implausible financial projections for FerroAtlántica that were prepared by Globe's management. Goldman Sachs made no "independent evaluation, appraisal or geological or technical assessment of the assets and liabilities . . . of Globe, Holdco or FerroAtlántica." Globe's projections for FerroAtlántica were as follows:

Globe Projections for FerroAtlántica ($ Millions)	For Calendar Year Ending December 31,				
	2015	2016	2017	2018	2019
Revenue	$ 1,374.00	$ 1,546.00	$ 1,588.00	$ 1,617.00	$ 1,637.00
Gross Profit	$ 366.00	$ 475.00	$ 463.00	$ 380.00	$ 384.00
Adjusted EBITDA	$ 319.00	$ 426.00	$ 413.00	$ 324.00	$ 330.00
Net Income	$ 161.00	$ 229.00	$ 222.00	$ 167.00	$ 193.00
Capital Expenditures	$ 68.00	$ 41.00	$ 31.00	$ 32.00	$ 31.00
Free Cash	$ 50.00	$ 197.00	$ 235.00	$ 205.00	$ 155.00

Flow					

67. In preparing these projections, Globe management assumed USD/Euro exchange rates of 1.13 in 2015, 1.15 in 2016, 1.17 in 2017, 1.25 in 2018 and 1.19 in 2019.

68. In addition to projections that Globe's conflicted management prepared in pursuit of the deal, Goldman Sachs also had access to projections that FerroAtlántica prepared in the ordinary course of business. In February 2014, FerroAtlántica management prepared the following projections as part of its annual business planning:

FA Management Projections for FerroAtlántica ($ millions)[2]	For Calendar Year Ending December 31,				
	2014	2015	2016	2017	2018
Sales	$ 1,569.36	$ 1,708.72	$ 1,896.57	$ 2,000.70	$ 2,118.09
EBITDA	$ 198.51	$ 235.95	$ 284.96	$ 299.13	$ 324.48
EBIT	$ 129.48	$ 166.14	$ 219.31	$ 236.60	$ 263.25
Net Income	$ 52.39	$ 86.71	$ 124.93	$ 140.01	$ 155.35

[2] Converted from Euros using FerroAtlántica management assumption of a 1.30 USD/Euro exchange rate for 2014 to 2018.

69. In preparing these projections, FerroAtlántica management assumed a USD/Euro exchange rate of 1.30 for 2014 through 2018.

70. As shown above, Globe management's EBITDA projections for FerroAtlántica (prepared for the Merger) were substantially higher and more aggressive than the projections prepared by FerroAtlántica's management in the ordinary course of business. Specifically, Globe management projected FerroAtlántica's EBITDA to be $337.48 million higher from 2015 through 2018 than FerroAtlántica management. Similarly, Globe management projected FerroAtlántica's net income to be $272 million higher from 2015 through 2018 than FerroAtlántica management projected.

71. The difference is magnified if Globe management's projected exchange rate is used to convert FerroAtlántica management's projections from Euros to US dollars. At those exchange rates, Globe management's projected EBITDA and Net Income for 2015 through 2018 is $443.61 million and $317.73 million higher, respectively, than the projections of FerroAtlántica's own management in the ordinary course.

72. In addition to *over*-projecting EBITDA and net income, Globe management *under*-projected FerroAtlántica's capital expenditures, thereby increasing FerroAtlántica's projected cash flows and estimated

value under a discounted cash flow ("DCF") analysis. For example, Globe management projected FerroAtlántica to spend $68 million in capital expenditures in 2015, while FerroAtlántica's management projected spending $90 million. Globe management also projected average capital expenditures of only $33.75 million for 2016 through 2019, even though FerroAtlántica has averaged almost double that amount ($64.3 million) over the past three years.

73. There was no good faith basis to rely on Globe's implausibly aggressive projections when FerroAtlántica's own management had prepared projections in the ordinary course of business that were much more conservative. Indeed, FerroAtlántica failed to hit even its own, lower projections for 2014. FerroAtlántica management projected $52.39 million of net income in 2014 but only realized $38.44 million. Despite FerroAtlántica coming up over 26% short of its own net income projections in 2014, Globe management continued to project that FerroAtlántica would earn an implausible $161 million in net income in 2015 – an increase of 319% of its actual 2014 performance. This is unrealistic to say the least.

74. The use of these implausible projections had a substantial impact on Goldman's analysis of the fairness of the Proposed Transaction to Globe

stockholders. For example, Goldman performed a Selected Companies Analysis using Globe management's projected 2015 EBITDA for the combined companies ("NewCo"), including synergies, to show that expected share values of NewCo were a premium to Globe's February 20, 2015 stock price. Globe management prepared NewCo's projections by combining their projections for Globe and FerroAtlántica and including "estimated" synergies. Thus, an overstatement of FerroAtlántica projections would also overstate NewCo's projections.[3]

75. Globe management projected FerroAtlántica's 2015 EBITDA to be $83.05 million higher than FerroAtlántica's own management (using a 1.3 USD/Euro exchange rate). At the 9x-10x "reference multiples" used by Goldman in its Selected Companies Analysis, this overstatement increased the enterprise value by ***$747.45 million*** to ***$830.50 million*** when compared to using FerroAtlántica's management projections that were prepared in the ordinary course of business.

[3] The Preliminary Proxy Statement contains materially misleading and incomplete information on this issue. It states that Goldman used Globe management's projected 2015 EBITDA plus run-rate synergies for NewCo but the Preliminary Proxy Statement only discloses NewCo projections for 2016 through 2019 and "estimated" synergies for 2016 to 2020. Thus, stockholders are left to speculate that Goldman added the 2015 EBITDA projections for Globe and FA and then potentially added some other undisclosed synergy amounts.

76. Goldman's DCF Analysis and Relative Contribution Analysis also relied on Globe management's projections for FerroAtlántica and were therefore similarly affected by Globe management's unsupported assumptions.

77. By preparing its own unsupported projections and then instructing Goldman to rely on them without any analysis of their reasonableness, Globe management and the Board were able to negotiate their conflicted deal and still get a fairness opinion from Goldman even though Globe stockholders are receiving an unfairly small amount of the equity in NewCo.

78. The disclosures regarding these projections are materially misleading and incomplete. The Preliminary Proxy Statement states that at a February 2, 2015 Board meeting, more than two months after Kestenbaum unilaterally negotiated for Globe stockholders to get a mere 43% of the equity of Newco, Goldman reviewed management's financial projections for Globe and FerroAtlántica. The Board then "requested management update the financial projections to reflect input from the directors at the meeting." The Preliminary Proxy Statement does not disclose what "input" the Board provided and what changes were made to the projections, projections that subsequently formed the basis for

Goldman's fairness opinion. A reasonable stockholder would find this information material, especially considering that Globe's equity stake in NewCo had previously been negotiated and the projections Goldman ultimately used in its analysis were more aggressive than FerroAtlántica's management had projected (and failed to achieve).

79. The Preliminary Proxy Statement discloses free cash flow projections for 2015 through 2019 for FerroAtlántica and that Goldman performed a discounted cash flow analysis for FerroAtlántica using those projections. The Preliminary Proxy Statement does not, however, disclose what free cash flow Goldman used to calculate FerroAtlántica's terminal value in its analysis. On information and belief, Goldman used a terminal cash flow amount that was substantially higher than the $155 million projected for 2019 (i.e. the terminal year) disclosed in the Preliminary Proxy Statement. This caused a substantial increase in the resulting DCF valuation of FerroAtlántica. A reasonable stockholder would find this information material in considering the reliability and weight to put on the Globe management projections and Goldman's analysis and in deciding whether the equity split Globe will receive in the Proposed Transaction is fair.

80. Similarly, the Preliminary Proxy Statement does not disclose the base price of silicon ("Si") that was used in its projections. This price is significant to Goldman's analysis as Goldman performed a commodity price sensitivity analysis to calculate the implied ownership percentages for Globe and Grupo FA at commodity prices 5% to 10% higher and lower than the amount assumed in the Globe management projections. Modest changes to this assumption result in implied ownership percentages for Globe substantially higher than 43% of the combined company. A reasonable stockholder would find this information material in considering the reliability of management's projections and weight to give to Goldman's analysis.

F. ~~E.~~ The Board Agreed to Onerous Deal Protections That ~~Will Dissuade Other~~Impede Competing Offers

81. ~~59.~~ In the Merger Agreement, the Board agreed to deal protection devices (collectively, the "Deal Protections") that will effectively lock out competing bidders to the detriment of Globe stockholders, including ~~Plaintiff~~Plaintiffs and the Class. Therefore, not only did the Board fail to run a ~~full and vigorous~~reasonable sales process on the front-end of the transaction, it virtually ensured that no competing bid would emerge on

the back-end as well, in violation of its fiduciary duties to maximize value for stockholders.

1. The No-Solicitation Provision

82.~~60.~~ In Section 7.4 of the Merger Agreement, the Individual Defendants agreed to a restrictive provision that prevents the Board from soliciting potential inquiries from third parties that may lead to a competing offer to purchase the Company or even communicating with potential third-party suitors, except under very limited circumstances (the "No-Solicitation Provision"). ~~The Individual Defendants agreed to the No-Solicitation Provision despite not previously engaging with any other parties other than Grupo FA and Grupo VM.~~

83.~~61.~~ The ~~presence of the~~ No-Solicitation Provision ~~can only be~~was expressly designed to protect the Proposed Acquisition and dissuade the emergence of offers from third parties.

2. The Matching Rights

84.~~62.~~ Sections 7.4(b) and (c) of the Merger Agreement grants Grupo FA with recurring and unlimited information and matching rights (the "Matching Rights"), which provide Grupo FA with: (i) unfettered access to confidential and non-public information about competing proposals from third parties which they can then use to formulate a matching bid;

and (ii) 48 hours in which Globe must negotiate in good faith with Grupo FA (at Grupo FA's discretion) and allow Grupo FA to propose amendments to the terms of the Merger Agreement to make a counter-offer should the Board wish to accept a superior proposal from a third party.

85.~~63.~~ The Matching Rights dissuade potentially interested parties from making an offer for the Company by providing Grupo FA with the ability to maneuver around any competing offers and the opportunity to make repeated matching bids to counter any competing superior offers. As a result, the Merger Agreement unfairly favors Grupo FA over any potential third party that may provide a superior offer for Globe.

3. Termination Fee

~~64. The Board further reduced the possibility of maximizing stockholder value through a superior offer by agreeing to a significant termination fee (the "Termination Fee"). The Termination Fee is payable if the Board terminates the Merger Agreement and the Company consummates a transaction with another interested party. Thus, the Termination Fee will be payable by any potential third party acquirer, driving up the cost of the acquisition and potentially transferring money to Grupo FA that could~~

~~otherwise have been paid to Globe stockholders as additional consideration.~~

86.~~65.~~ If the Board terminates the Merger Agreement in order to accept a superior proposal offered by a third party, the Company must pay Grupo FA a termination fee of $25 million plus up to $10 million in expenses. Based on the current number of Globe shares outstanding, this represents 3% of Globe's market capitalization on February 20, 2015 (the last day of trading prior to the announcement of the Proposed Acquisition) and $0.47 per outstanding share of stock.

87.~~66.~~ The inclusion of the Termination Fee ~~serves to deter~~makes it more expensive for competing ~~parties from making bids and unduly~~bidders to acquire the Company and inhibits the Board from fully exercising its fiduciary duties to maximize value for Globe's stockholders in this transaction, which involves selling Globe to a controlled company.

88.~~67.~~ The Termination Fee is ~~an~~ another barrier to competing offers and substantially increases the likelihood that the Proposed Acquisition will be consummated, leaving Globe stockholders with limited opportunity to consider any superior offer. Thus, the combination of the Termination Fee with the other deal protections cannot be justified as reasonable or ~~a~~

proportionate measures to protect Grupo FA's investment in the transaction process.

4. Kestenbaum's Voting Agreement

89.~~68. Finally, in~~In connection with its approval of the Merger Agreement, the Board consented to a voting agreement between Grupo VM and Kestenbaum (the "Voting Agreement"). ~~In~~Under the Voting Agreement, Kestenbaum agreed to vote the shares under his control, representing approximately 12% of Globe's outstanding shares, in favor of the Proposed Acquisition and against any other action that would interfere with the consummation of the Proposed Acquisition.

90.~~69. In sum, unless~~Unless the Board terminates the Merger Agreement or recommends that Globe stockholders vote against the Merger Agreement, Grupo FA is already well on its way to obtaining the Globe stockholder approval it needs to complete the Proposed Acquisition. This partial lock-up of the Globe stockholder vote will deter interested third parties from making a superior offer to acquire the Company.

91.~~70. Moreover, when~~When Kestenbaum's Voting Agreement is considered in conjunction with the almost guaranteed three-year tenure for Kestenbaum as the VeloNewco Executive Chairman of the board and the entrenchment of the majority of the Board as Rollover Board

Members, it is clear that Globe's management and directors have valuable incentives to close the Proposed Acquisition and refuse any alternative, no matter how valuable to Globe's public stockholders.

* * *

92.~~71.~~ Collectively, the Deal Protections substantially and improperly limit the Board's ability to investigate and pursue superior proposals and alternatives, including a sale of all or part of Globe.

93.~~72.~~ Approval of the Proposed Acquisition requires a majority of the outstanding shares. However, 12% of those shares are already locked up because Kestenbaum has committed to vote his shares in favor of the deal. Thus, the Proposed Acquisition can be approved by less than a majority of the publicly held shares.

94.~~73.~~ The Deal Protections ~~ensure that no~~unreasonably impede competing offers~~ will emerge~~ for the Company. In combination, the Deal Protections ~~effectively preclude~~unreasonably hinder the ability of any other potential bidders from consummating an offer for the Company, thus locking up the Proposed Transaction for the Board's and management's benefit, at the expense of the public stockholders.

95.~~74.~~ In pursuing the unlawful plan to sell the Company to a company controlled by Grupo VM for less than fair value and pursuant to an unfair

process, the Board has breached its fiduciary duties of loyalty and good faith. By knowingly participating in the Board's breach and inducing members of the Board to breach their fiduciary duties by offering them lucrative positions at VeloNewco if they approved the sale of the Company at an unfair price and without a control premium, Grupo FA aided and abetted those breaches of duty.

G. The Board Fails to Disclose Material Information

96. The Individual Defendants have a fiduciary duty to disclose all material information regarding the Proposed Acquisition to Globe's stockholders so the stockholders can make a fully informed decision whether to vote in favor of the Proposed Acquisition.

97. As explained above and below, the Preliminary Proxy Statement fails to fully and fairly disclose all material information that stockholders need to make an informed decision as to whether they should approve the Proposed Acquisition, including:

a) Kestenbaum negotiated for Globe stockholders to only receive 43% of the equity of the combined company on November 30 and December 1, 2015, just a few days after he received "certain summary financial and operational information" on Grupo FA on November 25, 2014. The Preliminary Proxy Statement does not disclose this information or

what analysis of "comparative profitability, revenue and capital structure" Kestenbaum performed in that short window of time (which included the Thanksgiving holiday) that provided a basis to lock in Globe stockholders at a mere 43% equity in the combined company. A reasonable stockholder would find this information material in deciding how to vote on the Proposed Transaction.

b) The Preliminary Proxy Statement discloses that a transaction with Party A was not pursued in part because Party A would not agree to "governance terms" and "minority stockholder protection terms" sought by Kestenbaum. There is no disclosure of these terms. To the extent these terms included the Board locking itself into lucrative board seats in the surviving company like the Proposed Transaction, a reasonable stockholder would find this information material in deciding whether to approve the Proposed Transaction.

c) The Preliminary Proxy Statement discloses that Kestenbaum began negotiating with Defendant Barger in early December 2014 for new incentive programs for Globe's executive officers in "light of the potential transaction with Grupo FA." The Preliminary Proxy Statement, however, does not mention any Board meeting regarding the transaction with Grupo FA until December 18, 2014.

Accordingly, it is unclear whether Barger was even told about a potential transaction with Grupo FA when Kestenbaum began negotiating new incentive programs for him and other executive officers. The Preliminary Proxy Statement also fails to disclose the terms of the "incentive programs", "bonus programs" and "modifications to the existing performance based program" that Kestenbaum sought in these negotiations. A reasonable stockholder would find this information material because Kestenbaum was negotiating for more lucrative compensation from the Board for himself and with Grupo VM for himself as chairman of the combined company while at the same time purportedly negotiating with Grupo VM for Globe's stockholders. This is especially true considering that stockholders did not approve the Company's executive compensation program at the 2014 annual meeting and will make another advisory vote in connection with the executive compensation that will result from the Proposed Acquisition.

d) Goldman Sachs was retained by Globe after Kestenbaum negotiated the transaction with Grupo VM and yet is being paid a $6 million transaction fee and may receive an additional $3 million at the discretion of the Board. The Preliminary Proxy Statement does not

disclose whether the Board intends to pay this additional $3 million and on what basis it will pay the additional $3 million. The Preliminary Proxy Statement also does not disclose whether Goldman Sachs has been promised any other future consideration by Globe or VeloNewco in connection with its engagement by Globe and whether the Board was aware of and approved of any such fees. Since the primary, if not exclusive, purpose of Goldman Sachs' engagement was to provide a fairness opinion, a reasonable stockholder would find information about what fee Goldman Sachs' will ultimately receive material in determining how much weight to give its analysis.

98. Globe's stockholders must be provided all material information pertaining to the deal in order to make an informed decision regarding the Proposed Acquisition.

H. ~~F.~~ Dissenting Globe Stockholders are Without Appraisal Rights

99. ~~75.~~ The Globe dissenting stockholders will be particularly harmed upon closing of the Proposed Acquisition. Dissenting stockholders will have no right to an appraisal because this is a stock-for-stock deal between companies with publicly traded stock. *See* 8 *Del. C.* § 262(b)(2)(a). As such, the need for immediate judicial intervention is especially pointed.

CLASS ALLEGATIONS

100. ~~76. Plaintiff brings~~Plaintiffs bring these claims pursuant to Rule 23 of the Rules of the Court of Chancery individually and on behalf of all other holders of Globe common stock (except defendants named herein and any person, firm, trust, corporation, or other entity related to or affiliated with them and their successors in interest) who are or will be threatened with injury arising from Defendants' wrongful actions as more fully described herein (the "Class").

101. ~~77.~~ This action is properly maintainable as a class action.

102. ~~78.~~ The Class is so numerous that joinder of all members is impracticable. While the exact number of Class members is unknown to ~~Plaintiff~~Plaintiffs at this time and can only be ascertained through discovery, ~~Plaintiff believes~~Plaintiffs believe there are thousands of members in the Class. According to the Merger Agreement, as of February 20, 2015, 73,749,990 shares of Globe common stock were represented by the Company as outstanding. All members of the Class may be identified from records maintained by Globe or its transfer agent ~~and may be notified of the pendency of this action by mail, using forms of notice similar to that customarily used in securities class actions~~.

103. ~~79.~~ Questions of law and fact are common to the Class and predominate over questions affecting any individual class member. The common questions include, *inter alia*, the following:

a. Whether the Individual Defendants and Bradley breached their fiduciary duties ~~of due care, good faith, loyalty, and candor with respect to Plaintiff~~ to Plaintiffs and the other members of the Class in connection with the Proposed Acquisition;

b. Whether the Individual Defendants and Bradley breached their fiduciary duty to secure and obtain the best price ~~reasonable~~reasonably available under the circumstances for the benefit of ~~Plaintiff~~Plaintiffs and the other members of the Class in connection with the Proposed Acquisition;

c. Whether the Individual Defendants and Bradley breached their fiduciary duty to obtain a change-of-control premium in connection with the Proposed Acquisition;

d. Whether the Individual Defendants and Bradley in bad faith and for improper motives impeded or erected barriers to discourage other strategic alternatives, including offers from interested parties for the Company or its assets;

e. Whether Grupo FA, Grupo VM, VeloNewco, and Gordon aided and abetted the Individual Defendants' breaches of fiduciary duty;

f. Whether ~~Plaintiff~~Defendants have failed to disclose material information to stockholders in connection with the Proposed Acquisition, or have aided and abetted therein;

g. Whether Plaintiffs and the other members of the Class will be harmed if the transaction complained of herein is consummated; and

h. ~~g.~~ Whether ~~Plaintiff~~Plaintiffs and the other members of the Class are entitled to damages as a result of Defendants' wrongful conduct.

104. ~~80. Plaintiff's~~Plaintiffs' claims are typical of the claims of the other members of the Class. ~~Plaintiff~~Plaintiffs and the other members of the Class have sustained damages as a result of Defendants' wrongful conduct as alleged herein.

105. ~~81. Plaintiff~~Plaintiffs will fairly and adequately protect the interests of the Class, and ~~has~~have no interests contrary to or in conflict with those of the Class that ~~Plaintiff~~Plaintiffs seeks to represent. ~~Plaintiff is~~Plaintiffs are committed to prosecuting this action and ~~has~~have retained competent counsel experienced in litigation of this nature.

106. ~~82.~~ A class action is superior to all other available methods for the fair and efficient adjudication of this controversy. ~~Plaintiff knows~~Plaintiffs know of no difficulty to be encountered in the management of this action that would preclude maintenance as a class action.

COUNT I

Breach of Fiduciary Duty against the Individual Defendants and Bradley

107. ~~83. Plaintiff repeats~~Plaintiffs repeat and ~~realleges~~reallege each and every allegation above as if set forth in full herein.

108. ~~84.~~ The Individual Defendants and Bradley, as Globe directors and officers, owe the Class ~~the utmost~~ fiduciary duties of due care~~, good faith,~~ and loyalty~~, and candor~~. By virtue of their positions as directors and/or officers of Globe and their exercise of control over the business and corporate affairs of the Company, the Individual Defendants and Bradley have, and at all relevant times had, the power to control and influence, and did control and influence, and cause the Company to engage in the practices complained of herein. The Individual Defendants and Bradley were each required to: (a) use ~~his/her~~their ability to control and manage Globe in a fair, just and equitable manner; and (b) act in furtherance of the best interests of Globe and its stockholders and not ~~his or her~~their own.

109. ~~85.~~ The Individual Defendants and Bradley failed to fulfill their fiduciary duties in connection with the Proposed Acquisition. By entering into the Proposed Acquisition without regard to the fairness of the transaction to Globe's stockholders, they have knowingly and recklessly and in bad faith violated their fiduciary duties ~~of due care,~~

~~good faith, and loyalty~~ owed to Globe's public stockholders and have acted to put their personal interests ahead of the interests of the stockholders, thereby unfairly depriving ~~Plaintiff~~Plaintiffs and other members of the Class of the true value of their investment in Globe stock.

110. ~~86.~~ Because the Individual Defendants and Bradley dominate and control Globe's business and corporate affairs and are in possession of private corporate information concerning Globe's assets, business, and future prospects, there exists an imbalance and disparity of knowledge and economic power between them and the public stockholders of Globe that makes it inherently unfair for them to pursue any proposed transaction wherein they will reap disproportionate personal benefits to the exclusion of maximizing stockholder value.

111. ~~87.~~ As demonstrated by the allegations above, the Individual Defendants and Bradley in bad faith breached their fiduciary duties because, among other reasons, they failed to:

a) ensure a fair and rigorous negotiation process for the Proposed Acquisition;

b) fully inform themselves of the ~~market~~fair value of Globe or Grupo FA before entering into the Proposed Acquisition;

c) act in the best interests of the public stockholders of Globe common stock;

d) maximize stockholder value;

e) fully disclose all material information regarding the Proposed Acquisition;

f) ~~e)~~ obtain the best financial and other terms for the Merger Agreement when the Company's independent existence will be materially altered by the Proposed Acquisition; and

g) ~~f)~~ act in accordance with their fundamental duties of due care, good faith, and loyalty.

112. ~~88.~~ Furthermore, the ~~deal protections~~Deal Protections adopted by the Individual Defendants and Bradley and contained in the Merger Agreement impose an excessive and disproportionate impediment ~~to~~on the Board's ability to entertain any other potentially superior alternative offer. The Globe Board's agreement to the No-Solicitation Provision, Matching Rights, Termination Fee, and Voting Agreement ~~constitute~~constitutes a breach of fiduciary duty, especially in light of the Individual Defendants' failure to obtain additional consideration in exchange for these valuable concessions.

113. ~~89.~~ By reason of the foregoing acts, practices, and course of conduct, the Individual Defendants and Bradley have knowingly and recklessly breached their duties ~~of due care, good faith, and loyalty owed~~ to the stock holders of Globe, including ~~Plaintiff~~Plaintiffs and the other members of the Class.

~~90. As a result of the Globe directors' breach of fiduciary duty in agreeing to the Proposed Acquisition, the Class will be harmed by receiving the inferior consideration offered through the negative premium in the Proposed Acquisition.~~

114. Plaintiffs and the other members of the Class have no adequate remedy at law. Only through the exercise of this Court's equitable powers can Plaintiffs and the Class be fully protected from the immediate and irreparable injury which the Individual Defendants and Bradley's actions threaten to inflict.

COUNT II

Breach of Fiduciary Duty against Kestenbaum and Bradley

115. ~~91. Plaintiff repeats~~Plaintiffs repeat and ~~realleges~~reallege each and every allegation above as if set forth in full herein.

116. ~~92.~~ Defendants Kestenbaum and Bradley, as officers of Globe, at all times relevant to this Complaint, owed Globe the highest duty of loyalty.

117. ~~93.~~ Defendant Kestenbaum breached his fiduciary duty of loyalty by seeking out, negotiating, and approving the Proposed Acquisition. Kestenbaum preferred his own interests to those of Globe's public stockholders by negotiating for himself an entrenched position as a board member and Executive Chairman of a much larger company with a correspondingly larger compensation package and related perquisites. As such, Defendant Kestenbaum is afforded no protection pursuant to 8 *Del. C.* § 102(b)(7).

118. ~~94.~~ Defendant Bradley breached his fiduciary duty of loyalty by seeking out and negotiating the Proposed Acquisition. Bradley preferred his own interests to those of Globe's public stockholders by negotiating for himself an entrenched position as co-Chief Executive Officer of a much larger company with a correspondingly larger compensation package and related perquisites. As such, Defendant Bradley is afforded no protection pursuant to 8 *Del. C.* § 102(b)(7).

119. ~~95.~~ As a result of Kestenbaum and Bradley's breaches of duty of loyalty, ~~Plaintiff~~Plaintiffs and the Class have been and will be irreparably harmed. Unless the Proposed Acquisition is enjoined by the Court, Kestenbaum and Bradley will continue to breach their fiduciary duties

owed to ~~Plaintiff~~Plaintiffs and the other members of the Class by preferring their own interests to those of Globe's public stockholders.

120. ~~96. Plaintiff~~Plaintiffs and the other members of the Class have no adequate remedy at law. Only through the exercise of this Court's equitable powers can ~~Plaintiff~~Plaintiffs and the Class be fully protected from the immediate and irreparable injury which Kestenbaum and Bradley's actions threaten to inflict.

COUNT III

Aiding and Abetting the Individual Defendants' Breaches of Fiduciary Duty against Grupo FA, Grupo VM, VeloNewco, and Gordon

121. ~~97. Plaintiff repeats~~Plaintiffs repeat and ~~reallegesreallege~~ each and every allegation above as if set forth in full herein.

122. ~~98.~~ Defendants Grupo FA, Grupo VM, VeloNewco, and Gordon ~~are sued herein as aiders~~aided and ~~abettors of~~abetted the breaches of fiduciary duty of the Individual Defendants as each knowingly assisted the Individual Defendants in construction of the Proposed Acquisition and the related Merger Agreement. Each signed the Merger Agreement, which is the product of breaches of fiduciary duties by the Individual Defendants as alleged herein, and which unlawfully restricts the Globe Board from fully informing itself of all of the Company's strategic alternatives in compliance with its fiduciary duties.

123. ~~99.~~ Grupo FA, Grupo VM, VeloNewco, and Gordon induced and provided substantial assistance to the Individual Defendants in their breaches of fiduciary duties owed to Globe stockholders. Such breaches of fiduciary duty could not and would not have occurred but for the conduct of Grupo FA, Grupo VM, VeloNewco, and Gordon.

124. ~~100.~~ Grupo FA, Grupo VM, VeloNewco, and Gordon had knowledge that they were aiding and abetting the Individual Defendants' breaches of their fiduciary duties owed to Globe stockholders, and thus knowingly participated in such breaches.

125. ~~101.~~ Based on the foregoing, Grupo FA, Grupo VM, VeloNewco, and Gordon aided and abetted the Individual Defendants' breaches of fiduciary duty.

126. ~~102. As a result of this conduct by Grupo FA, Grupo VM, VeloNewco, and Gordon, Plaintiff and~~Plaintiffs and the other members of the Class have ~~been and will be damaged by being denied the best opportunity to maximize the value of their investment in the Company.~~no adequate remedy at law. Only through the exercise of this Court's equitable powers can Plaintiffs and the Class be fully protected from the immediate and irreparable injury which Grupo FA, Grupo VM, VeloNewco, and Gordon's actions threaten to inflict.

PRAYER FOR RELIEF

WHEREFORE, ~~Plaintiff demands~~Plaintiffs demand, in ~~Plaintiff's~~Plaintiffs' favor and in favor of the Class, against Defendants as follows:

A. declaring that this action is properly maintainable as a class action;

B. declaring that the Merger Agreement was entered into in breach of the fiduciary duties of the Individual Defendants and is, therefore, unenforceable;

C. declaring that the disclosures contained in the Preliminary Proxy Statement are deficient;

D. ~~C.~~ declaring that the Deal Protections are unlawful, unenforceable, and constitute a breach of fiduciary duty by the Individual Defendants;

E. ~~D.~~ declaring that Grupo FA, Grupo VM, VeloNewco, and Gordon aided and abetted such breaches of fiduciary duty by the Individual Defendants;

F. ~~E.~~ enjoining the Defendants, their agents, counsel, employees, and all persons acting in concert with them from consummating the Proposed Acquisition, ~~unless and until the Company adopts procedure or process to obtain the highest possible value for stockholders;~~until the breaches of duty alleged herein have been cured;

G. ~~F.~~ directing the Individual Defendants to exercise their fiduciary duties to obtain a transaction that is in the best interest of Globe's stockholders and

to refrain from entering into any transaction until the process for the sale or merger of the Company is completed and the highest possible value obtained;

H. ~~G.~~ awarding the Class compensatory damages, together with pre- and post-judgment interest;

I. ~~H.~~ awarding ~~Plaintiff~~Plaintiffs the costs and disbursements of this action, including reasonable attorneys' and experts' fees; and

J. ~~I.~~ granting such other and further relief as this Court may deem just and proper.

Dated: June 15, 2015

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CERTIFICATE OF SERVICE

I, Kevin H. Davenport, do hereby certify that on this 15th day of June 2015, I caused a copy of the foregoing **Amended Consolidated Verified Class Action Complaint** to be filed and served upon the following counsel of record via File & Serve*Xpress*:

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