IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

40-7580

In re:	)	
	)	
FANSTEEL INC., et al.,[1]	)	02-CV-44 (JJF)
	)	
	)	
Debtor.		

Objection Deadline: February 13, 2002 at 12:00 p.m. (noon)
Hearing Date: Negative Notice

NOTICE OF MOTION

TO: ALL PARTIES REQUIRED TO RECEIVE NOTICE PURSUANT TO DEL. BANKR. LR 2002-1

PLEASE TAKE NOTICE that on or about February 7, 2002, the debtors and debtors-in-possession (the "Debtors") filed with United States District Court for the District of Delaware, 824 Market Street, Wilmington, Delaware 19801 (the "Bankruptcy Court") the attached *Application for Order Authorizing the Employment and Retention of Earth Sciences Consultants, Inc., as Environmental Consultants to Debtors and Debtors in Possession* (the "Earth Sciences Application")

PLEASE TAKE FURTHER NOTICE that responses or objections, if any, to the relief requested in the Earth Sciences Application must be in writing, filed with the Bankruptcy Court, and served upon both undersigned counsel for Debtors so as to be received by 12:00 p.m. (noon), Prevailing Eastern Time on February 13, 2002.

[1] The Debtors are the following entities: Fansteel Inc.; Fansteel Holdings, Inc., Custom Technologies Corp., Escast, Inc., Wellman Dynamics Corp., Washington Mfg. Co., Phoenix Aerospace Corp., American Sintered Technologies, Inc., and Fansteel Schulz Products, Inc.

02M5501 Add: Rids Ogc Mail Center

PLEASE TAKE FURTHER NOTICE that, if any objections are timely filed and serviced, a hearing on the Earth Sciences Application will be held at 12:30 p.m., Prevailing Eastern Time on February 14, 2002, before the Honorable Joseph J. Farnan, Jr., of the United States District Court for the District of Delaware. The hearing will be held in Courtroom 6A, J. Caleb Boggs Federal Building, 844 N. King Street, Wilmington, Delaware 19801. Only timely filed and received written objections will be considered by the Court at the hearing. If no objections are timely filed and served in accordance with this Notice, the Court may grant the relief requested in the Earth Sciences Application without further notice or hearing.

Dated: February 7, 2002

SHULTE ROTH & ZABEL LLP
Jeffrey S. Sabin
Mark A. Broude
919 Third Avenue
New York, NY 10022
Telephone: (212) 756-2000
Facsimile: (212) 593-5955

and

PACHULSKI, STANG, ZIEHL, YOUNG & JONES P.C.

Laura Davis Jones (Bar No. 2436)
Hamid Rafatjoo (CA Bar No. 181564)
Rosalie L. Spelman (Bar No. 4153)
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Wilmington, DE 19899-8705 (Courier 19801)
Telephone: (302) 652-4100
Facsimile: (302) 652-4400

Co-Counsel for the Debtors and
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:	)	
	)	
FANSTEEL INC., et al.,[1]	)	02-CV-44 (JJF)
	)	
	)	
Debtor.		

Objection Deadline: February 13, 2002 at 12:00 p.m. (noon)
Hearing Date: Negative Notice

MOTION OF DEBTORS TO SHORTEN NOTICE OF TIME PERIOD AND TO APPROVE FORM AND MANNER THEREOF

Debtors and debtors-in-possession (the "Debtors") in the above captioned cases, by and through their undersigned counsel, hereby move (the "Motion") this Court pursuant to Rule 2002 of the Federal Rule of Bankruptcy Procedure (the "Bankruptcy Rules"), Section 102 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and Del. Bankr. L.R. 9006-1(e) for entry of an order providing that the notice period with respect to the attached *Application for Order Authorizing the Employment and Retention of Earth Sciences Consultants, Inc., as Environmental Consultants to Debtors and Debtors in Possession* (the "Earth Sciences Application") be shortened as set forth below.

1. The Debtors seek Court approval to Shorten the Notice Period for the Earth Sciences Application so that Earth Sciences Consultants, Inc. ("Earth Sciences") immediately can begin essential environmental work for the Debtors, including assisting in the

[1] The Debtors are the following entities: Fansteel Inc.; Fansteel Holdings, Inc., Custom Technologies Corp., Escast, Inc., Wellman Dynamics Corp., Washington Mfg. Co., Phoenix Aerospace Corp., American Sintered Technologies, Inc., and Fansteel Schulz Products, Inc.

submission of a regulatory plan to the Nuclear Regulator Commission in the upcoming weeks. Moreover, this shortened notice period is desirable to preserve judicial resources, so that if there are any objections entered, objections can be heard at the upcoming omnibus hearing on February 14, 2002 at 12:30 p.m. Service will be effected by overnight delivery or by hand delivery to local receipients.

2. Additionally, Debtors seek an order from this Court requiring that objections, if any, to the Earth Sciences Application be filed with the Court and served upon both undersigned counsel and co-counsel on or before February 13, 2002, at 12:00 p.m. (noon), Prevailing Eastern Time and providing that, if any objection is entered, a hearing be held on the Earth Sciences Application on February 14, 2002, at 12:30 p.m. Prevailing Eastern Time.

3. In addition to shortening the time period for the notice period for the motion, the Debtors also request that the Court approve the attached Notice that sets forth a period of 6 days for filing objections to the Earth Sciences Application and setting a hearing date of February 14, 2002, at 12:30 p.m., if objections are filed. The Debtors submit that the form of notice is proper under 11 U.C.S.§102 of Bankruptcy Rule 2002(m).

WHEREFORE, Debtors respectfully request the entry of an Order approving the timing and attached form of Notice and providing that notice of the attached Earth Sciences Application shall be limited to those parties designated above.

Dated: February 7, 2002

SHULTE ROTH & ZABEL LLP
Jeffrey S. Sabin
Mark A. Broude
919 Third Avenue
New York, NY 10022
Telephone: (212) 756-2000
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Facsimile: (302) 652-4400

Co-Counsel for the Debtors and
Debtors in Possession

SO ORDERED this ___ day
of _____, 2001

_____
Honorable Joseph J. Farnan, Jr.
United States District Court

27311-001\DOCS_DE:39737.2

IN THE UNITED STATES DISTRICY COURT

FOR THE DISTRICT OF DELAWARE

In re: FANSTEEL INC., et al.,[1] Debtors.	)))))	Civil Case No. 02-44

APPLICATION FOR ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF EARTH SCIENCES CONSULTANTS, INC. AS ENVIRONMENTAL CONSULTANTS TO DEBTORS AND DEBTORS IN POSSESSION

Fansteel Inc. ("Fansteel") and Wellman Dynamics Corp. ("Wellman" and collectively with Fansteel, the "Debtors"[2]), two of the debtors and debtors in possession in the above-captioned cases hereby submit this Application (the "Application") for entry of an Order under Section 327(a) of Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure, authorizing the employment and retention of Earth Sciences Consultants, Inc. ("ESC") as environmental consultants to Debtors (the "Application"), with respect to work to be performed primarily at the Muskogee Site and the Wellman Site of the Debtors (as defined below).[3] In support of this Application, Debtors respectfully represent as follows:

Jurisdiction

1. This Court has jurisdiction over this Motion under 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A) and (O).

[1] The Debtors are the following entities: Fansteel, Inc., Fansteel Holdings, Inc. Custom Technologies Corp., Escast, Inc., Wellman Dynamics Corp., Washington Mfg. Co., Phoenix Aerospace Corp., American Sintered Technologies, Inc., and Fansteel Schulz Products, Inc.

[2] All references herein to Debtors should be deemed a reference to Fansteel and Wellman, collectively.

[3] The Muskogee site is located at #10 Tantalum Place, Muskogee, OK 74402 (the "Musokgee Site")and is property of Fansteel. Wellman is located at 1746 Commerce Road, Creston, IA 50801 (the "Wellman Site") and is property of Wellman. Accordingly, Debtors seek to retain ESC to render services to Fansteel and Wellman primarily at the respective sites.

2. Venue of these proceedings and this Application is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are Section 327(a) of the Bankruptcy Code and Rule 2014 of the Federal Rules of Bankruptcy Procedure.

Background

4. Fansteel and the other eight Debtors (each a direct or indirect wholly-owned subsidiary of Fansteel) have been engaged for over 70 years in the business of manufacturing and marketing specialty metal products with today's operations being conducted at ten manufacturing facilities (five of which are owned by Fansteel) in nine states. Collectively, Debtors have approximately 1,250 employees, substantially all on a full time basis, including approximately 365 employees that are working under collective bargaining agreements with four different unions. Each Debtor is operated separately, with separate employees, separate operations and separately maintained books and records.

A. Pre-Petition Unsecured Lenders

5. Prior to the Petition Date, The Northern Trust Company ("NTC"), as agent for itself and M&I Bank ("M&I"), had extended to Fansteel a $30 million unsecured revolving facility (the "Pre-Petition Credit Facility"). Fansteel is the only borrower under the Pre-Petition Credit Facility and none of the other Debtors has any obligations thereunder; however, under the Pre-Petition Credit Facility, Fansteel agreed not to permit any of its direct or indirect subsidiaries (including all of the other Debtors) to incur indebtedness or to pledge any of their assets, subject to certain exceptions. As of the Petition Date, there was approximately $8.5 million outstanding

under the Pre-Petition Credit Facility in addition to $6.5 million in outstanding letters of credit, which includes a $3.7 million letter of credit in favor of the NRC.[4]

B. Causes Leading to the Bankruptcy Filings

6. The operations of Debtors' respective businesses have involved compliance with state and federal environmental laws, including the Atomic Energy Act. The Debtors' bankruptcy cases are an outgrowth of the discontinuation of one of Fansteel's operations that was conducted from the 1950s through 1989 at a site owned and operated by Fansteel in Muskogee, Oklahoma (the "Muskogee Site"). At the Muskogee Site, Fansteel, in accordance with a license obtained from the U.S. Nuclear Regulatory Commission (the "NRC") in 1967, processed tantalum ore for further processing at Fansteel's plant in North Chicago. Tantalum naturally occurs with other metals, including uranium and thorium, each of which is radioactive, and the processing of tantalum results in, among other things, radioactive residues and soils. Fansteel, in accordance with applicable regulations promulgated by the NRC, is required, upon discontinuance of its business to remediate these residues and soils.

7. In 1989, Fansteel discontinued its operations at the Muskogee Site. Notwithstanding such discontinuation, Fansteel has remained at all times in compliance with its NRC license, and has maintained the Muskogee Site in a manner that protects the health and safety of its employees and the public. Following its discontinuation of operations at the Muskogee Site, Fansteel developed a method to reprocess the residues at the Muskogee Site and to remediate the contaminated soils, and obtained the approval of the NRC for various aspects of such reprocessing and remediation. Unfortunately, due to operational problems in the plant and

[4] There is a second letter of credit in favor of the NRC in the amount of approximately $750,000, which is not issued pursuant to the Pre-Petition Credit Facility.

the significant decline in the price of tantalum during the second and third quarters of 2001, operation of the reprocessing facility was determined to be uneconomic, requiring Fansteel, as a matter of generally accepted accounting principals, in its financial statements for the quarter ended September 30, 2001, to write off the costs that Fansteel had expended in designing and building the reprocessing plant (approximately $32 million), and to take an immediate reserve for the reasonably anticipated costs of remediating the radioactive residues and soils that remain on the Muskogee Site without regard to any reprocessing (an approximately $57 million reserve).

8. Fansteel's plight was further aggravated by the actions of NTC and M&I. In mid October 2001, Fansteel promptly informed NTC of the prospective write-off and reserve required with respect to the Muskogee Site, and requested waivers of any events of default arising under the Pre-Petition Credit Facility as a result thereof, as well as an amendment of the loan documents governing the Pre-Petition Credit Facility in order either to allow Fansteel sufficient additional availability under the Pre-Petition Credit Facility or to allow Fansteel's subsidiaries to borrow funds on a secured basis which, in either case, would have provided the Debtors with sufficient liquidity to avoid a bankruptcy filing. However, NTC refused these requests and, on November 19, 2001, accelerated the Pre-Petition Credit Facility, froze all of the Debtors' accounts that were maintained at NTC and M&I and set-off amounts owed under the Pre-Petition Credit Facility against those accounts. As a result of the freeze and such set-off, the Debtors no longer had access to the funds necessary to operate their respective businesses and a bankruptcy filing became inevitable.

Relief Requested

9. By this Application, Debtors seek to employ and retain ESC pursuant to Section 327(a) of the Bankruptcy Code as their environmental consultants during these Chapter 11 cases. ESC will provide environmental assessment and engineering advisory services to Debtors as more fully described herein.

10. Debtors believe that ESC is well qualified and able to advise Debtors in a cost-effective, efficient and timely manner. ESC has indicated a willingness to act on behalf of Debtors and to subject itself to the jurisdiction and supervision of the Court.

11. ESC will provide such services for Debtors as ESC and Debtors shall deem appropriate and feasible in order to advise Debtors in the course of these Chapter 11 cases, including the following:

Services to be Performed at the Muskogee Site

a. Advice and assistance related to the development of compliance and engineering plans for the decommissioning of the Muskogee Site;

b. Advice and assistance in negotiations with the Nuclear Regulatory Commission with respect to Debtors' plan for the decommissioning of the Muskogee Site;

c. Advice and assistance with permit and license compliance activities; and

d. Litigation advisory services and expert witness testimony relating to the foregoing as requested by the Debtors and as necessary.

Services to be Performed at the Wellman Site

a. Advice, assistance, inspection and audit of the radiation safety program at the Wellman Site;

b. Advice, assistance, inspection and reporting for the management of the sanitary landfill at the Wellman Site;

c. Advice and assistance with permit compliance and license activities; and

d. Advice and assistance related to the development of compliance and engineering plans for decommissioning.

12. ESC, at the request of Debtors, may provide additional services deemed appropriate and necessary to benefit Debtors' estates. ESC, because of the past relationship with Debtors, will be able to effectively advise Debtors in connection with environmental matters. Accordingly, it is in the best interest of Debtors to employ ESC to render the above-described professional services.

13. To the best of Debtors' knowledge, no member of ESC has any connection with Debtors, their creditors, any other parties in interest, or their respective attorneys and accountants, or with the United States Trustee or any person employed in the Office of the United States Trustee in this District, except as otherwise disclosed herein or in the Affidavit of Marcel D. Tourot In Support of Application for Order Authorizing the Employment and Retention of Earth Sciences Consultants, Inc. as Environmental Consultants to Debtors and Debtors in Possession (the "Tourdot Affidavit"), attached hereto as Exhibit A.

14. In addition, to the best of Debtors' knowledge, no principals or professionals assigned to this engagement by ESC are relatives of any of the District Judges or Bankruptcy Judges in this District, or of the United States Trustee.

15. Further, except as disclosed herein and in the Tourdot Affidavit, Debtors submit that ESC does not hold or represent any interest adverse to Debtors as debtors-in-possession or to their estates, that ESC is a "disinterested person" as that term is defined in Sections 101(14) and 1107(b) of the Bankruptcy Code, and that ESC is qualified to serve as

environmental consultants for the Debtors pursuant to Section 327 of the Bankruptcy Code and Rules 2014 and 5002 of the Federal Rules of Bankruptcy Procedure.

16. In the twelve (12) months immediately preceding the Petition Date the Debtors have made payments to ESC for services performed in the approximate amount of $435,000.

17. All services provided by ESC will be invoiced and compensated for at the ordinary billing rates and in accordance with this District's local rules regarding fees and expenses pursuant to the provisions of Sections 330(a) and 331 of the Bankruptcy Code and such other orders as this Court may direct. Further, ESC will maintain separate time and expense records and prepare separate invoices for each project.

18. Additionally, the manner in which ESC will perform work will remain consistent with the Debtors' and ESC's relationship prior to the Petition Date. Specifically, the relationship is governed by master service agreements (attached hereto as Exhibit B, for Wellman, and Exhibit C, for Fansteel) and the specific terms of indivdual projects are governed by proposals/cost estimates, work releases, change orders and other related documents between the parties. Consistent with Debtors' and ESC's relationship prior to the Petition Date, ESC may subcontract certain discrete work on projects, such as, but not limited to, soil and/or water sampling, groundwater well installation, geophysical surveys, radiological surveys, or other highly technical services.

19. Debtors have agreed to compensate ESC for services performed on an hourly basis, according to ESC's normal and customary hourly rates. The hourly rates for those individuals anticipated for this engagement are attached hereto as Exhibit D. The hourly rates set

forth in Exhibit D are subject to periodic adjustments to reflect economic and other conditions. Other professionals from ESC may from time to time serve the Debtors in connection with the matters herein described.

20. The hourly rates set forth in Exhibit D are ESC's standard hourly rates for work of this nature. These rates are set at a level designed to fairly compensate ESC for the work of its professionals and to cover fixed and routine overhead expenses. It is ESC's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, telephone and telecopier toll and other charges, mail and express mail charges, special or hand delivery charges, document retrieval, photocopying charges, charges for mailing supplies (including, without limitation, envelopes and labels) provided by ESC to outside copying services for use in mass mailings, travel expenses, expenses for "working meals," computerized research, transcription costs, as well as non-ordinary overhead expenses such as secretarial and other overtime. ESC will charge Debtors for these expenses in a manner and at rates consistent with charges made generally to ESC's other clients. ESC believes that it is more fair to charge these expenses to the clients incurring them than to increase the hourly rates and spread the expenses among all clients.

Notice

21. Notice of this Application has been given to all parties required to receive notice pursuant to Delaware Local Rule of Bankruptcy 2002-1. In light of the nature of the relief requested, Debtors submit that no other or further notice is required.

WHEREFORE, Debtors Fansteel and Wellman request entry of an Order substantially in the form attached hereto, authorizing Debtors to employ and retain ESC as environmental consultants for work to be performed primarily at the Muskogee Site and Wellman Site, and granting such other and further relief as is just and proper.

Dated: February 7, 2002

SCHULTE, ROTH & ZABEL LLP
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and

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[Proposed] Counsel for Fansteel Inc., et al.Debtors and Debtors In Possession

Exhibit A

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
FANSTEEL INC., et al.,[1]	)	Case No. 02-_____ ( )
	)	(Jointly Administered)
	)	
Debtors.	)	

AFFIDAVIT OF MARCEL D. TOURDOT IN SUPPORT OF APPLICATION FOR ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF EARTH SCIENCES CONSULTANTS, INC. AS ENVIRONMENTAL CONSULTANTS TO DEBTORS AND DEBTORS IN POSSESSION

STATE OF PENNSYLVANIA)
) SS.
COUNTY OF WESTMORELAND)

I, Marcel D. Tourdot, being duly sworn, depose and say:

1. I am an officer of the firm of Earth Sciences Consultants, Inc. ("ESC" or the "Firm"), located at One Triangle Lane, Export, Pennsylvania 15632. This Affidavit is submitted in support of the Application (the "Application") for Order Authorizing the Employment and Retention of Earth Sciences Consultants, Inc. as Environmental Consultants for Fansteel Inc. ("Fansteel") and Wellman Dynamics Corp. ("Wellman" and Fansteel, collectively the "Debtors"[2]), two of the debtors and debtors in possession in the above-captioned cases.

2. Neither I, the Firm, nor any shareholder or other professional thereof, insofar as I have been able to ascertain, has any connection with Debtors, their creditors or any other parties

[1] The Debtors are the following entities: Fansteel, Inc., Fansteel Holdings, Inc. Custom Technologies Corp., Escast, Inc., Wellman Dynamics Corp., Washington Mfg. Co., Phoenix Aerospace Corp., American Sintered Technologies, Inc., and Fansteel Schulz Products, Inc.

[2] . All references herein to Debtors should be deemed a reference to Fansteel and Wellman, collectively.

in interest herein, or its respective attorneys except as set forth below and in the Application.

3. ESC is a "disinterested person" as that term is defined in Section 101(14) of the Bankruptcy Code in that said firm, its shareholders and other professionals:

a. are not creditors, equity security holders or insiders of Debtors;

b. are not and were not investment bankers for any outstanding security of Debtors;

c. have not been, within three (3) years before the date of the filing of Debtors' chapter 11 petitions, (i) investment bankers for a security of Debtors, or (ii) professionals for such an investment banker in connection with the offer, sale, or issuance of a security of Debtors; and

d. are not and were not within two (2) years before the date of the filing of Debtors' chapter 11 petitions, a director, officer, or employee of Debtors or of any investment banker as specified in subparagraph (b) or (c) of this paragraph.

4. This Firm and certain of its officers and other professionals may have in the past represented, and may currently represent and likely in the future will represent creditors of Debtors in connection with matters unrelated to Debtors and these cases. At this time, ESC is not aware of such representations. The Firm will be in a position to identify with specificity any such persons or entities when lists of all creditors of Debtors have been reviewed and will make any further disclosures as may be appropriate at that time. The Firm intends to apply for compensation for professional services rendered in connection with this chapter 11 case subject to approval of this Court and compliance with applicable provisions of the Bankruptcy Code, on an hourly basis, plus reimbursement of actual, necessary expenses and other charges incurred by

the Firm. The principal professionals designated to provide services to Debtors and their current standard hourly rates are attached as Exhibit B to the Application.

5. The hourly rates set forth above are subject to periodic adjustments to reflect economic and other conditions. Other professionals may from time to time serve Debtors in connection with the matters herein described.

6. The hourly rates set forth above are the Firm's standard hourly rates for work of this nature. These rates are set at a level designed to fairly compensate the Firm for the work of its professionals and to cover fixed and routine overhead expenses. It is the Firm's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, telephone and telecopier toll and other charges, mail and express mail charges, special or hand delivery charges, document retrieval, photocopying charges, charges for mailing supplies (including, without limitation, envelopes and labels) provided by the Firm to outside copying services for use in mass mailings, travel expenses, expenses for "working meals," computerized research, transcription costs, as well as non-ordinary overhead expenses such as secretarial and other overtime. The Firm will charge Debtors for these expenses in a manner and at rates consistent with charges made generally to the Firm's other clients. The Firm believes that it is more fair to charge these expenses to the clients incurring them than to increase the hourly rates and spread the expenses among all clients.

7. No promises have been received by the Firm nor by any of its professionals as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code. The Firm has no agreement with any other entity to share with such entity

any compensation received by the Firm in connection with these chapter 11 cases, except among the professionals of the Firm.

8. In the twelve (12) months immediately preceding the Petition Date the Debtors have made payments to ESC for services performed in the amount of $434,257.15.

Dated: January 14, 2002

EXECUTIVE VICE PRESIDENT

SWORN TO AND SUBSCRIBED before me this 14th day of January, 2002

Notary Public
My Commission Expires: _____

Notarial Seal
Mary Lee Murrin, Notary Public
Murrysville Boro, Westmoreland County
My Commission Expires April 9, 2002
Member, Pennsylvania Association of Notaries

Exhibit B

Fansteel Wellman Dynamics
ENVIRONMENTAL SERVICES AGREEMENT

This Environmental Services Agreement ("Agreement") dated this 9th day of March is by and between Fansteel Wellman Dynamics, with its principal place of business at P.O. Box 147, 1676 US Hwy 34, Creston Iowa 50801(hereinafter referred to as **"Company"**) and Earth Sciences Consultants, Inc. with its principal place of business at One Triangle Lane, Export Pennsylvania 15632, (hereinafter referred to as **"Consultant"**).

WHEREAS Company understands that Consultant has special knowledge and skill in the field of environmental engineering and science and that Consultant is engaged in the business of providing consulting services in those fields,

WHEREAS Company desires to retain Consultant for the purpose of receiving Consultant's advice and service on projects described on the exhibit(s) attached to this Agreement from time to time.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, Company and Consultant agree as follows:

A. DEFINITIONS

In this Agreement, the term "Consultant" includes employees, servants or agents of Consultant.

B. TERM

1. Commencing on the Effective Date of this Agreement, and continuing until this Agreement expires or is terminated under Paragraph G, Consultant shall provide advice and service as requested by Company in projects relating to environmental engineering services and/or such other projects as may be mutually agreed upon in writing by Company and Consultant. The details and procedures by which each project is handled shall be established by the mutual written agreement of Company and Consultant as set forth on exhibits attached to this Agreement.

2. The scope, schedule and fees for Consultant's advice and service with respect to each project covered by this Agreement will be covered by the proposal submitted by the Consultant and attached as an exhibit to this Agreement. Any inconsistencies between this Agreement and any exhibit attached hereto shall be governed by the terms of this Agreement.

3. With respect to each project on which Company is represented by legal counsel, it is understood and agreed that:

(a) all of the services to be rendered by Consultant with respect to such project pursuant to this Agreement are rendered to Company's legal counsel;

(b) all such services rendered by Consultant with respect to such project are incident to the provision of legal services by Company's legal counsel to it; and

(c) all written and oral reports, correspondence, information, data, conclusions and other communications received by Consultant from Company or received by Company from Consultant with respect to such project and matters related thereto shall (except as otherwise expressly agreed by Company) be subject to the attorney-client privilege.

C. CONFIDENTIALITY

To assist Consultant in providing advice and service under this Agreement, Company will disclose to Consultant information for use in the projects undertaken by Consultant. This information may be in oral, written or visual form, such as discussions, memoranda, letters, drawings, models, photograph, specifications and visual observations during facility visits. Consultant agrees to maintain such information in confidence under the following obligations:

1. The information shall not be disclosed by Consultant to any third party or used or reproduced by Consultant without Company's prior consent, except for information which:

(a) can be demonstrated to have been in the public domain prior to the date of its disclosure to Consultant by Company;

(b) can be demonstrated to have been in the possession of Consultant prior to its disclosure to Consultant by Company;

(c) becomes part of the public domain by publication or otherwise and is not the result of any unauthorized act or omission on the part of Consultant;

(d) can be demonstrated to have been supplied to Consultant by a third party who is under no obligation to Company to maintain such information as confidential; or

(e) is required to be disclosed by any law, regulation, order of a court, or as may be required by an emergency situation.

2. Consultant shall permit access to this information only to those employees of Consultant who are involved in providing the advice and service to Company.

3. Upon request by Company, Consultant shall return to Company any written information (including copies) which is then in Consultant's possession. Consultant shall have the right to retain for its files one (1) copy of such written information.

The obligations imposed upon Consultant by this Paragraph C shall cease five (5) years after the termination or expiration of this Agreement.

D. OWNERSHIP OF INVENTIONS

Any inventions and/or discoveries made by Consultant as a result or consequence of this Agreement shall be the property of Company. Consultant shall assign all rights to these inventions and/or discoveries to Company. Consultant shall provide, at Company's expense, any assistance requested by Company in order to protect Company's rights to these inventions and/or discoveries.

E. OWNERSHIP OF WORK

All information (such as reports, prototypes, drawings, laboratory records, etc.) developed or obtained by Consultant during any project under this Agreement shall be the property of Company. Such information shall be made available to Company at any time during Consultant's business hours. Upon the expiration or termination of this Agreement, such information shall be delivered to Company by Consultant.

F. FORM OF WORK

Upon request by Company all technical information shall be conveyed or confirmed in writing by Consultant to Company.

G. TERMINATION

1. The work provided for in any specific project covered by this Agreement may be terminated by Company with or without cause upon thirty- (30) days written notice to Consultant.

In such event, the Agreement shall continue in full force and effect with respect to all other projects covered by this Agreement.

2. In the event that either Company breaches the terms of this Agreement with respect to any specific project or Consultant is unable to continue its work with respect to any specific project under this Agreement in accordance with existing laws or safety regulations; then Consultant shall have the right to give a termination notice to Company which notice shall specify the conditions or events with respect to the specific project giving rise to such termination notice.

3. Company shall have thirty (30) days after its receipt of such termination notice to cure or correct such conditions or events or to reach a satisfactory agreement with Consultant as to such matters. If within such thirty (30) day period Company does not cure or correct such events or conditions or reach agreement with Consultant as aforesaid, this Agreement shall, upon the expiration of such thirty (30) day period, terminate with respect to the specific project which is the subject of such termination notice, but shall continue with respect to all other projects covered by this Agreement.

4. Any termination of this Agreement by Company or Consultant under this Paragraph G shall terminate Consultant's obligation to perform work and Company's obligation to make payments for unperformed work with respect to the specific project covered by such termination, but this Agreement shall continue in full force and effect with respect to all other projects covered by this Agreement. In the event of any such termination, payments shall be adjusted based on actual services rendered and shall include payment for the cost and expense of all materials, services, equipment and other property for which consultant has paid or is obligated to pay at the time of termination together with costs and expenses incurred from termination.

5. Unless terminated earlier, this Agreement shall expire, with respect to any mutually agreed project work, at the satisfactory completion of such project work as determined by Company in its reasonable judgment.

6. Termination or expiration of this Agreement shall not affect either party's rights or obligations as recited in this Agreement.

H. NOTICE

All notices provided under this Agreement shall be presumed given if in writing and mailed U.S. First Class to the other party at the address shown on page one (1).

I. ASSIGNMENTS

This Agreement shall not be assigned, in whole or in part, by Consultant without Company's prior written consent.

J. COMPANY CONFIDENTIALITY LIMITATION

Consultant agrees that Company does not have any obligation to keep confidential any information, data, disclosures or communications of any kind made by Consultant to Company. Company shall have the right, however, to keep all such information, data, disclosures or communications as confidential in its discretion. Consultant further agrees to indemnify and hold Company harmless for any claim or claims arising from any use by Company of information which in any way violates any agreement Consultant has or may have had in the past with any other person, firm or organization of any kind.

K. INDEPENDENT CONTRACTOR

Consultant agrees that Consultant's status under this Agreement is that of an independent consultant. Consultant is solely responsible for Consultant's agents, servants or employees, and Consultant is not an agent or employee of Company and as such cannot bind Company in any way. It is understood that Consultant shall bear sole responsibility for the proper and safe performance of all work and services.

L. INSURANCE

Prior to commencement of work under this Agreement, Consultant shall provide Company with Certificates of Insurance, in companies acceptable to Company, evidencing:

1. Worker's Compensation - in accordance with the laws of all jurisdictions (state, province or federal) which may apply to the work being performed and including coverage for Employers' liability with a limit of not less than $500,000 per occurrence.

2. Comprehensive General Liability - with Personal Injury limits of not less than $1,000,000 per person, $1,000,000 per occurrence and Property Damage limits of not less than $1,000,000 per occurrence. The insurance will include the following hazards and the certificates shall so indicate:

(a) Independent Contractors - covering the Consultant for any work performed by subcontractors.

(b) Contractual - covering the indemnity agreement as set forth herein.

(c) Products - covering any product provided under this Agreement and including a vendor's endorsement in favor of Company.

(d) Completed Operations - covering work performed under this Agreement.

3. Comprehensive Automobile Liability - covering all owned, non-owned and hired vehicles with Bodily Injury limits of not less than $1,000,000 per person, $1,000,000 per accident and Property Damage limits of not less than $1,000,000 per accident.

4. Professional Liability - cover errors and omissions including pollution liability with minimum limits of $1,000,000 each occurrence and $1,000,000 annual aggregate.

5. Additional Insured and Notice - except with respect to Worker's Compensation, and professional liability the Company shall be named as an additional insured on the above policies. Every certificate of insurance providing coverage required herein shall contain the following clause: "No reduction, cancellation or expiration of the policy shall become effective until thirty (30) days from the date written notice thereof is actually received by the Company." Such insurance shall be maintained for the duration of this Agreement. Completed operations coverage, where applicable, shall be maintained for not less than one year after end of operations under this Agreement.

M. CONSULTANT'S REPRESENTATIONS AND WARRANTIES

Consultant represents and warrants that its services shall be performed, within the scope of the work hereunder, in a manner consistent with the level of care and skill ordinarily exercised by environmental engineers and scientists under similar circumstances. No other warranties or representations of any kind, either expressed or implied, are included or intended in this Agreement or in any proposal, contract, report, opinion or other document in connection with any project to which this Agreement relates. Consultant shall not be liable for failure to perform its obligation here under if such failure is caused by an act of God or other cause(s) beyond Consultant's reasonable control.

N. **INDEMNITY**

1. Consultant agrees to indemnify, defend and hold harmless Company (including its officers, directors, employees and agents) from and against any and all losses, damages, liabilities and expenses (including legal fees and reasonable costs of investigation) to the extent resulting from or arising out of:

(a) failure of Consultant to comply with federal, state and local laws and regulations applicable to the work undertaken by Consultant hereunder;

(b) breach by Consultant of its representations or warranties hereunder; or

(c) any injury or death of any person (including employees and agents of Company or Consultant), or damage or loss or destruction of any property (including property of Company or Consultant and their respective employees and agents) caused by or arising out of negligence or fault on the part of Consultant in performing services hereunder, except to the extent any losses, damages, liabilities or expenses result from, are attributable to, or arise out of:

(i) any negligence or fault of Company;

(ii) any delay attributable to Company's conduct; or

(iii) any breach by Company of any representations or warranties or other provisions hereunder.

2. Company agrees to indemnify, defend and hold harmless Consultant (including its officers, directors, employees and agents) from and against any and all losses, damages, liabilities and expenses (including legal fees and reasonable costs of investigation) to the extent resulting from or arising out of:

(a) failure of Company to comply with federal, state and local laws and regulations applicable to the work contemplated hereunder;

(b) breach by Company of its representations or warranties hereunder;

(c) any injury or death of any person (including employees and agents of Company or Consultant), or damage or loss or destruction of any property (including property of Company or Consultant and their respective employees and agents) caused by or arising out of negligence or fault on the part of Company in connection with the work hereunder, except to the extent any losses, damages, liabilities or expenses result from, are attributable to, or arise out of:

(i) any negligence or fault of Consultant;

(ii) any delay attributable to Consultant's conduct;

(iii) any breach by Consultant of any representations or warranties or other provisions hereunder.

3. The procurement of insurance by either of the parties, whether pursuant to the provisions of this Agreement or otherwise, will not operate so as to, or be deemed to, limit the liability of the party procuring said insurance.

4. Consultant and Company recognize and agree that Consultant has neither created nor contributed to the existence of any hazardous substance, toxic substance, irritant, pollutant or other dangerous substance or condition at any project site. Accordingly, in the event of any claim against Consultant based on such conditions or alleged conditions, Company agrees to defend, indemnify and hold Consultant harmless from and against such claim(s), unless such claims arise out of the negligent acts or omissions of Consultant, including those of its employees, agents, directors, officers or subcontractors.

5. In no event shall either party be liable to the other or the other's insurers for any losses resulting from lost, diminished, or delayed profits, opportunities, sales, or uses; or for incidental, special, indirect, consequential, exemplary or punitive damages of any kind, whether arising in contract, tort, negligence, strict liability or otherwise.

O. PAYMENT

Contractor's invoices for advice and services provided under the terms of this Agreement, including all exhibits, shall be forwarded to Company's address noted on page 1 of this Agreement. Company shall pay Contractor's invoices within sixty (60) days of receipt if in appropriate format for payment and if accompanied by necessary supporting documentation.

P. GOVERNING LAWS

This Agreement shall be interpreted in accordance with the laws of the State of **Iowa** applicable to contracts entered into and performed in the State of **Iowa**.

COMPANY:

By/Date: Dan E Schulte

Title: Safety & Evironmental Supervisor

CONSULTANT:

By/Date: [illegible] 03/10/99

Title: PRESIDENT

Exhibit C

Fansteel, Inc.
ENVIRONMENTAL SERVICES AGREEMENT

This Environmental Services Agreement ("Agreement") dated this 9th day of March 2001 is by and between Fansteel, Inc., with its principal place of business at One Tantalum Place, North Chicago, Illinois 60064 (hereinafter referred to as **"Company"**) and Earth Sciences Consultants, Inc. with its principal place of business at One Triangle Lane, Export, Pennsylvania 15632, (hereinafter referred to as **"Consultant"**).

WHEREAS Company understands that Consultant has special knowledge and skill in the field of environmental engineering and science and that Consultant is engaged in the business of providing consulting services in those fields,

WHEREAS Company desires to retain Consultant for the purpose of receiving Consultant's advice and service on projects described on the exhibit(s) attached to this Agreement from time to time.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, Company and Consultant agree as follows:

A. DEFINITIONS

In this Agreement, the term "Consultant" includes employees, servants or agents of Consultant.

B. TERM

1. Commencing on the Effective Date of this Agreement, and continuing until this Agreement expires or is terminated under Paragraph G, Consultant shall provide advice and service as requested by Company in projects relating to environmental engineering services and/or such other projects as may be mutually agreed upon in writing by Company and

Consultant. The details and procedures by which each project is handled shall be established by the mutual written agreement of Company and Consultant as set forth on exhibits attached to this Agreement.

2. The scope, schedule and fees for Consultant's advice and service with respect to each project covered by this Agreement will be covered by the proposal submitted by the Consultant and attached as an exhibit to this Agreement. Any inconsistencies between this Agreement and any exhibit attached hereto shall be governed by the terms of this Agreement.

3. With respect to each project on which Company is represented by legal counsel, it is understood and agreed that:

(a) all of the services to be rendered by Consultant with respect to such project pursuant to this Agreement are rendered to Company's legal counsel;

(b) all such services rendered by Consultant with respect to such project are incident to the provision of legal services by Company's legal counsel to it; and

(c) all written and oral reports, correspondence, information, data, conclusions and other communications received by Consultant from Company or received by Company from Consultant with respect to such project and matters related thereto shall (except as otherwise expressly agreed by Company) be subject to the attorney-client privilege.

C. CONFIDENTIALITY

To assist Consultant in providing advice and service under this Agreement, Company will disclose to Consultant information for use in the projects undertaken by Consultant. This information may be in oral, written or visual form, such as discussions, memoranda, letters, drawings, models, photograph, specifications and visual observations during facility visits. Consultant agrees to maintain such information in confidence under the following obligations:

1. The information shall not be disclosed by Consultant to any third party or used or reproduced by Consultant without Company's prior consent, except for information which:

(a) can be demonstrated to have been in the public domain prior to the date of its disclosure to Consultant by Company;

(b) can be demonstrated to have been in the possession of Consultant prior to its disclosure to Consultant by Company;

(c) becomes part of the public domain by publication or otherwise and is not the result of any unauthorized act or omission on the part of Consultant;

(d) can be demonstrated to have been supplied to Consultant by a third party who is under no obligation to Company to maintain such information as confidential; or

(e) is required to be disclosed by any law, regulation, order of a court, or as may be required by an emergency situation.

2. Consultant shall permit access to this information only to those employees of Consultant who are involved in providing the advice and service to Company.

3. Upon request by Company, Consultant shall return to Company any written information (including copies) which is then in Consultant's possession. Consultant shall have the right to retain for its files one (1) copy of such written information.

The obligations imposed upon Consultant by this Paragraph C shall cease five (5) years after the termination or expiration of this Agreement.

D. OWNERSHIP OF INVENTIONS

Any inventions and/or discoveries made by Consultant as a result or consequence of this Agreement shall be the property of Company. Consultant shall assign all rights to these inventions and/or discoveries to Company. Consultant shall provide, at Company's expense, any assistance requested by Company in order to protect Company's rights to these inventions and/or discoveries.

E. OWNERSHIP OF WORK

All information (such as reports, prototypes, drawings, laboratory records, etc.) developed or obtained by Consultant during any project under this Agreement shall be the property of Company. Such information shall be made available to Company at any time during Consultant's business hours. Upon the expiration or termination of this Agreement, such information shall be delivered to Company by Consultant.

F. FORM OF WORK

Upon request by Company all technical information shall be conveyed or confirmed in writing by Consultant to Company.

G. TERMINATION

1. The work provided for in any specific project covered by this Agreement may be terminated by Company with or without cause upon thirty (30) days written notice to Consultant. In such event, the Agreement shall continue in full force and effect with respect to all other projects covered by this Agreement.

2. In the event that either Company breaches the terms of this Agreement with respect to any specific project or Consultant is unable to continue its work with respect to any specific project under this Agreement in accordance with existing laws or safety regulations; then Consultant shall have the right to give a termination notice to Company which notice shall specify the conditions or events with respect to the specific project giving rise to such termination notice.

3. Company shall have thirty (30) days after its receipt of such termination notice to cure or correct such conditions or events or to reach a satisfactory agreement with Consultant as to such matters. If within such thirty (30) day period Company does not cure or correct such events or conditions or reach agreement with Consultant as aforesaid, this Agreement shall, upon the expiration of such thirty (30) day period, terminate with respect to the specific project which is the subject of such termination notice, but shall continue with respect to all other projects covered by this Agreement.

4. Any termination of this Agreement by Company or Consultant under this Paragraph G shall terminate Consultant's obligation to perform work and Company's obligation to make payments for unperformed work with respect to the specific project covered by such termination, but this Agreement shall continue in full force and effect with respect to all other projects covered by this Agreement. In the event of any such termination, payments shall be adjusted based on actual services rendered and shall include payment for the cost and expense of all materials, services, equipment and other property for which Consultant has paid or is

obligated to pay at the time of termination together with costs and expenses incurred from termination.

5. Unless terminated earlier, this Agreement shall expire, with respect to any mutually agreed project work, at the satisfactory completion of such project work as determined by Company in its reasonable judgment.

6. Termination or expiration of this Agreement shall not affect either party's rights or obligations as recited in this Agreement.

H. NOTICE

All notices provided under this Agreement shall be presumed given if in writing and mailed U.S. First Class to the other party at the address shown on page one (1).

I. ASSIGNMENTS

This Agreement shall not be assigned, in whole or in part, by Consultant without Company's prior written consent.

J. COMPANY CONFIDENTIALITY LIMITATION

Consultant agrees that Company does not have any obligation to keep confidential any information, data, disclosures or communications of any kind made by Consultant to Company. Company shall have the right, however, to keep all such information, data, disclosures or communications as confidential in its discretion. Consultant further agrees to indemnify and hold Company harmless for any claim or claims arising from any use by Company of information which in any way violates any agreement Consultant has or may have had in the past with any other person, firm or organization of any kind.

K. INDEPENDENT CONTRACTOR

Consultant agrees that Consultant's status under this Agreement is that of an independent consultant. Consultant is solely responsible for Consultant's agents, servants or employees, and Consultant is not an agent or employee of Company and as such cannot bind Company in any

way. It is understood that Consultant shall bear sole responsibility for the proper and safe performance of all work and services.

L. INSURANCE

Prior to commencement of work under this Agreement, Consultant shall provide Company with Certificates of Insurance, in companies acceptable to Company, evidencing:

1. Worker's Compensation – in accordance with the laws of all jurisdictions (state, province or federal) which may apply to the work being performed and including coverage for Employers' liability with a limit of not less than $500,000 per occurrence.

2. Comprehensive General Liability – with Personal Injury limits of not less than $1,000,000 per person, $1,000,000 per occurrence and Property Damage limits of not less than $1,000,000 per occurrence. The insurance will include the following hazards and the certificates shall so indicate:

(a) Independent Contractors – covering the Consultant for any work performed by subcontractors.

(b) Contractual – covering the indemnity agreement as set forth herein.

(c) Products – covering any product provided under this Agreement and including a vendor's endorsement in favor of Company.

(d) Completed Operations – covering work performed under this Agreement.

3. Comprehensive Automobile Liability – covering all owned, non-owned and hired vehicles with Bodily Injury limits of not less than $1,000,000 per person, $1,000,000 per accident and Property Damage limits of not less than $1,000,000 per accident.

4. Professional Liability – cover errors and omissions including pollution liability with minimum limits of $1,000,000 each occurrence and $1,000,000 annual aggregate.

5. Additional Insured and Notice – except with respect to Worker's Compensation, and professional liability the Company shall be named as an additional insured on the above policies. Every certificate of insurance providing coverage required herein shall contain the following clause: "No reduction, cancellation or expiration of the policy shall become effective until thirty (30) days from the date written notice thereof is actually received by the Company." Such insurance shall be maintained for the duration of this Agreement. Completed operations

coverage, where applicable, shall be maintained for not less than one year after end of operations under this Agreement.

L. CONSULTANT'S REPRESENTATIONS AND WARRANTIES

Consultant represents and warrants that its services shall be performed, within the scope of the work hereunder, in a manner consistent with the level of care and skill ordinarily exercised by environmental engineers and scientists under similar circumstances. No other warranties or representations of any kind, either expressed or implied, are included or intended in this Agreement or in any proposal, contract, report, opinion or other document in connection with any project to which this Agreement relates. Consultant shall not be liable for failure to perform its obligation hereunder if such failure is caused by an act of God or other cause(s) beyond Consultant's reasonable control.

M. INDEMNITY

1. Consultant agrees to indemnify, defend and hold harmless Company (including its officers, directors, employees and agents) from and against any and all losses, damages, liabilities and expenses (including legal fees and reasonable costs of investigation) to the extent resulting from or arising out of:

(a) failure of Consultant to comply with federal, state and local laws and regulations applicable to the work undertaken by Consultant hereunder;

(b) breach by Consultant of its representations or warranties hereunder; or

(c) any injury or death of any person (including employees and agents of Company or Consultant), or damage or loss or destruction of any property (including property of Company or Consultant and their respective employees and agents) caused by or arising out of negligence or fault on the part of Consultant in performing services hereunder, except to the extent any losses, damages, liabilities or expenses result from, are attributable to, or arise out of:

(i) any negligence or fault of Company;

(ii) any delay attributable to Company's conduct; or

(iii) any breach by Company of any representations or warranties or other provisions hereunder.

2. Company agrees to indemnify, defend and hold harmless Consultant (including its officers, directors, employees and agents) from and against any and all losses, damages, liabilities and expenses (including legal fees and reasonable costs of investigation) to the extent resulting from or arising out of:

(a) failure of Company to comply with federal, state and local laws and regulations applicable to the work contemplated hereunder;

(b) breach by Company of its representations or warranties hereunder;

(c) any injury or death of any person (including employees and agents of Company or Consultant), or damage or loss or destruction of any property (including property of Company or Consultant and their respective employees and agents) caused by or arising out of negligence or fault on the part of Company in connection with the work hereunder, except to the extent any losses, damages, liabilities or expenses result from, are attributable to, or arise out of:

(i) any negligence or fault of Consultant;

(ii) any delay attributable to Consultant's conduct;

(iii) any breach by Consultant of any representations or

3. The procurement of insurance by either of the parties, whether pursuant to the provisions of this Agreement or otherwise, will not operate so as to, or be deemed to, limit the liability of the party procuring said insurance.

4. Consultant and Company recognize and agree that Consultant has neither created nor contributed to the existence of any hazardous substance, toxic substance, irritant, pollutant or other dangerous substance or condition at any project site. Accordingly, in the event of any claim against Consultant based on such conditions or alleged conditions, Company agrees to defend, indemnify and hold Consultant harmless from and against such claim(s), unless such claims arise out of the negligent acts or omissions of Consultant, including those of its employees, agents, directors, officers or subcontractors.

5. In no event shall either party be liable to the other or the other's insurers for any losses resulting from lost, diminished, or delayed profits, opportunities, sales, or uses; or for incidental, special, indirect, consequential, exemplary or punitive damages of any kind, whether arising in contract, tort, negligence, strict liability or otherwise.

N. PAYMENT

Contractor's invoices for advice and services provided under the terms of this Agreement, including all exhibits, shall be forwarded to Company's address noted on page 1 of this Agreement. Company shall pay Contractor's invoices within sixty (60) days of receipt if in appropriate format for payment and if accompanied by necessary supporting documentation.

O. GOVERNING LAWS

This Agreement shall be interpreted in accordance with the laws of the State of **Illinois** applicable to contracts entered into and performed in the State of **Illinois.**

COMPANY:

By/Date: 3/13/01

Title: Director

CONSULTANT:

By/Date: 3/9/01

Title: Ex. Vice President

Exhibit D

ESC
LIST OF POTENTIAL EMPLOYEES
FANSTEEL PROJECT
(1/21/02)

NAME	RATE ($)
SCOTT C. BLAUVELT PRESIDENT	120
JOSEPH M. HARRICK EXECUTIVE VICE PRESIDENT	120
ROBERT C. HENDRICKS EXECUTIVE VICE PRESIDENT	120
MARCEL D. TOURDOT EXECUTIVE VICE PRESIDENT	120
HAROLD P. MCCUTCHEON VICE PRESIDENT, CHIEF ENGINEER	120
ANDREW J. LOMBARDO GROUP MANAGER	115
GREGORY J. GROMICKO GROUP MANAGER	115
ANITA F. MUCHA HEALTH PHYSICS SPECIALIST	105
RONALD F. DOUMONT GROUP MANAGER	105
DEAN M. STEINBACH PROJECT MANAGER	90
ROBERT D. BREAKWELL PROJECT MANAGER	90
LARRY J. WERNER PROJECT MANAGER	85
ELLEN C. JAKUB PROJECT ENGINEER	70
CHARLENE A. SEDLAK ASSISTANT PROJECT ENGINEER	65
JOSEPH J. OZOG, JR. ASSISTANT PROJECT SCIENTIST	60
JASON A. COOK ENGINEER	50
COREY E. DEWITT ENGINEER	45
DENNIS E. BANK MANAGER, DRAFTING	45
LINDA J. ZUPAN ADMINISTRATIVE ASSISTANT	37

LJM001\MISC\FAN-RATES

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

In re:	)	
	)	
FANSTEEL INC., et al.,[1]	)	Civil Case No. 02-44
	)	
Debtors.	)	

ORDER UNDER SECTION 327(a) OF THE BANKRUPTCY CODE AUTHORIZING THE EMPLOYMENT AND RETENTION OF EARTH SCIENCES CONSULTANTS, INC. AS ENVIRONMENTAL CONSULTANTS TO DEBTORS AND DEBTORS IN POSSESSION

Upon the application (the "Application") of Fansteel Inc. ("Fansteel") and Wellman Dynamics Corp. ("Wellman" and collectively the "Debtors"[2]), two of the debtors and debtors in possession in the above-captioned cases for the employment and retention of Earth Sciences Consultants, Inc. ("ESC" or the "Firm") as environmental consultants for Debtors, and upon the Affidavit of Marcel D. Tourdot, an officer of the Firm, in support thereof (the "Tourdot Affidavit"); and the Court being satisfied based on the representations made in the Application and in the Tourdot Affidavit that said professionals represent no interest adverse to Debtors' estates with respect to the matters upon which they are to be engaged, that they are disinterested persons as that term is defined under Section 101(14) of the Bankruptcy Code, as modified by Section 1107(b) of the Bankruptcy Code, and that their employment is necessary and would be in the best interests of Debtors' estates, and after due deliberation and sufficient cause appearing therefor, it is

[1] The Debtors are the following entities: Fansteel, Inc., Fansteel Holdings, Inc. Custom Technologies Corp., Escast, Inc., Wellman Dynamics Corp., Washington Mfg. Co., Phoenix Aerospace Corp., American Sintered Technologies, Inc., and Fansteel Schulz Products, Inc.

[2] . All references herein to Debtors should be deemed a reference to Fansteel and Wellman, collectively.

ORDERED that the Application is granted; and it is further

ORDERED that in accordance with Section 327(a) of the Bankruptcy Code, Fansteel and Wellman are authorized to employ and retain the ESC as environmental consultants on the terms set forth in the Application and the Tourdot Affidavit; and it is further

ORDERED that the Firm shall be entitled to allowance of compensation and reimbursement of expenses, upon the filing and approval of interim and final applications pursuant to the Federal Rules of Bankruptcy Procedure, the Local Rules of this Court and such other orders as this Court may direct. Additionally, ESC shall maintain separate time and expense records and prepare separate invoices for the work performed on a project basis.

Wilmington, Delaware
Dated: _____, 2002

_____
Honorable Joseph J. Farnan, Jr
United States District Court Judge.

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