

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

40-7580

In re:) Chapter 11
)
FANSTEEL INC., et al.,¹) Case No. 02-10109 (JFF)
) (Jointly Administered)
Debtors.)

Objection Deadline: August 14, 2002 at 4:00 P.M. E.S.T.
Hearing Date: TBD (Only if objections are timely filed)

**NOTICE OF DEBTORS' MOTION FOR ORDER
AUTHORIZING THE DEBTORS TO ASSUME DRAIN
SEPARATION AGREEMENT AND MUTUAL RELEASE**

TO: ALL PARTIES REQUIRED TO RECEIVE NOTICE PURSUANT TO LOCAL
RULE OF BANKRUPTCY PROCEDURE 2002-1(b)

On July 25, 2002, the captioned debtors and debtors-in-possession (the "Debtors")
filed with United States Bankruptcy Court for the District of Delaware, 824 Market Street,
Wilmington, Delaware 19801 (the "Bankruptcy Court") the **Debtors' Motion for Order
Authorizing the Debtors to Assume Drain Separation Agreement and Mutual Release** (the
"Motion"). A true and correct copy of the Motion is attached.

RESPONSES OR OBJECTIONS, IF ANY, TO THE RELIEF REQUESTED IN
THE MOTION MUST BE IN WRITING, FILED WITH THE BANKRUPTCY COURT, AND
SERVED UPON BOTH OF THE UNDERSIGNED COUNSEL FOR DEBTORS SO AS TO BE
RECEIVED BY 4:00 P.M., EASTERN STANDARD TIME, on August 14, 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.

NM5501 Add: Oge Mail Center

IF ANY OBJECTIONS ARE TIMELY FILED AND SERVED, A HEARING ON THE MOTION MAY BE HELD AT A TIME TO BE DETERMINED, 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.

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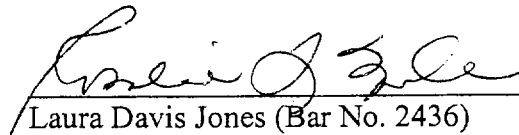
IF NO OBJECTIONS ARE TIMELY FILED AND SERVED IN
ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF
REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: July 25, 2002

SCHULTE ROTH & ZABEL LLP
Jeffrey S. Sabin (JSS 7600)
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)
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Co-Counsel for the Debtors and
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Case No. 02-10109(JJF)
)
FANSTEEL INC., *et al.*,¹) Chapter 11
) (Jointly Administered)
Debtors.)

Objection Deadline: August 14, 2002 at 4:00 p.m. E.S.T.
Hearing Date: TBD (only if objections are filed)

**DEBTORS' MOTION FOR ORDER
AUTHORIZING THE DEBTORS TO ASSUME DRAIN
SEPARATION AGREEMENT AND MUTUAL RELEASE**

The captioned debtors and debtors in possession (each a Debtor and collectively, the "Debtors") hereby move the Court (the "Motion") for the entry of an order pursuant to section 365 of title 11 of the United States Code (as amended, the "Bankruptcy Code") authorizing the Debtors to assume a certain separation agreement and mutual release dated as of January 7, 2002 and amended as of June 27, 2002 (the "Agreement") between Fansteel Washington Manufacturing ("Washington") and Ted Drain ("Drain"). In support of this Motion, the Debtors respectfully represent as follows:

Jurisdiction

1. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue of the Debtors' bankruptcy cases and this Motion is proper in the District of Delaware pursuant to 28 U.S.C. §§1408 and 1409. This matter is a core proceeding pursuant to

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.

28 U.S.C. § 157(b)(2)(A) and (O). The statutory predicate for relief is section 365 of the Bankruptcy Code.

Background

2. On January 15, 2002 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Court has entered an order pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), directing that the Debtors' separate chapter 11 cases (the "Bankruptcy Cases") be procedurally consolidated and jointly administered by this Court.

3. The Debtors continue to manage their respective properties and operate their respective businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. On January 29, 2002, the Office of the United States Trustee for the District of Delaware appointed an official committee of unsecured creditors (the "Creditors Committee") for these chapter 11 cases. No trustee or examiner has been appointed in any of the Bankruptcy Cases.

5. Drain was employed by Washington as a General Manager for approximately ten (10) years. Upon his transfer to Sales Manager in March, 2000, Drain was assured by Washington that if his job was eliminated, he would receive a severance package in line with those awarded to his predecessors at the time of their separation, including a payment of 6 to 9 months of severance pay. The Agreement provides Drain with a severance package consistent with Washington's past practice.

6. Drain has been employed in the industry for over 25 years, the majority of that time spent at Washington, and is well known to Washington's customers, potential customers, competitors and representative groups. Drain has detailed knowledge of Washington's wire-processing operations. If Drain were to be employed by a competitor or by a competing representative group, Washington could lose key customers. Washington's ability to generate new business would also be compromised if competitors were to obtain Washington's quote process through their retention of Drain. In addition, Washington's outsource strategies could be made public.

7. Washington is situated in a small community. Its ability to maintain community support, attract new employees and maintain its perception as a good corporate citizen is measured to a large extent by its treatment of its long-term employees. Drain was, and continues to be, a community leader. If Drain were to vocally and actively criticized his treatment by Washington to the community, Washington's relationship with local suppliers and its other day-to-day activities with the community could be compromised.

8. Drain remains a valuable resource for Washington. He has continued to honor the non-compete provisions of the Agreement in reliance upon management's desire to seek Bankruptcy Court approval/assumption of the Agreement.

The Agreement

9. Washington and Drain entered into the Agreement, attached hereto as Exhibit A, for the purpose of mutually releasing each other from any and all possible liability to each other, as further described in the Agreement and to protect the value of the business of Washington.

10. Drain was terminated as Sales Manager of Washington on January 7, 2002. The Agreement provides for 6 months salary and benefits continuation, a lump sum payment of \$10,000 from Drain's accrued EVA long-term compensation account and an agreement by Drain not to compete with Washington for the duration of the Agreement (6 months). Under the terms of the Agreement, Washington still owes Drain \$60,519.29. Washington has made one post-petition payment (on February 7, 2002) to Drain in the amount of \$6,582.69 which shall be repaid to Washington if this Motion is not granted.

11. As described in further detail in the Agreement, Drain agrees to (i) hold confidential all proprietary company information, including but not limited to, the identity of customers and pricing of products; (ii) not degrade Washington in any manner in any type of communication with employees, customers or suppliers of the company or affiliated company; and (iii) not to compete in any manner with Washington for a period of six (6) months from the date of the amendment to the Agreement (starting July 1, 2002).

12. Drain further agrees that he will not file or cause to be filed any charges, lawsuits, or other actions of any kind against Washington, its successors, parents, subsidiaries,

affiliates, shareholders of all the foregoing entities, divisions, officers, directors, employees, or agents, as further defined in the Agreement.

Relief Requested

13. Given the critical importance of the Agreement to the Debtors' reorganization, the Debtors seek entry of an order authorizing the Debtors to assume the Agreement pursuant to section 365(a) of the Bankruptcy Code.

14. It is the Debtors' business judgment that assumption of the Agreement under section 365(a) of the Bankruptcy Code is critical to the ultimate success of the Debtors' reorganization efforts.

Basis for Relief Requested

15. Section 365(a) of the Bankruptcy Code expressly authorizes – subject to court approval – the assumption of any executory contract or unexpired lease by a debtor. 11 U.S.C. § 365(a). The purpose of the statute is to enable a debtor “to maximize the value of the debtor’s estate by assuming executory contracts that benefit the estate.” Cinicola v. Scharffenberger, 248 F.3d 110, 119 (3d Cir. 2001). “Section 365 enables the trustee [or debtor] to maximize value of the debtor's estates by assuming executory contracts and unexpired leases that benefit the estate and rejecting those that do not.” In re Rickel Home Centers, Inc., 209 F.3d 291 (3d Cir. 2000).

16. The facts and circumstances surrounding the Debtors' bankruptcy cases and the Agreement readily satisfy the above-noted requirements.

**The Agreement
Constitutes an Executory Contract**

17. A contract is executory within the meaning of section 365 of the Bankruptcy Code if “the obligations of both the bankrupt and the other party remain so far unperformed that failure of either to complete performance would constitute a material breach excusing performance of the other.” Counties Contracting and Constr. Co. v. Constituion Life Ins. Co., 855 F.2d 1054, 1060 (3d Cir. 1988); Sharon Steel Corp. v. National Fuel Gas Distribution, 872 F.2d 36, 39-40 (3d Cir. 1989).

18. Court have held that non-competition and confidential agreements qualify as executory contracts. See, e.g., In re Teligent, Inc., 268 B.R. 723 (Bankr. S.D.N.Y. 2001); In re Golconda, Inc., 56 B.R. 136 (Bankr. M.D. Fla. 1985).

19. Given the ongoing obligations among the parties, the Agreement constitutes an executory contract that may be assumed under section 365 of the Bankruptcy Code.

**The Debtors’ Assumption of the Agreement Falls
Within the Exercise of the Debtors Sound Business Judgment**

20. In determining whether to approve a debtor’s decision to assume an executory contract, courts have consistently applied the “business judgment” test. See, e.g., Delightful Music Ltd. v. Taylor, (In re Taylor), 913 F.2d 102 (3d Cir. 1990); Group of Institutional Investors v. Chicago Milwaukee St. Paul & Pacific Rail Road Co., 318 U.S. 523, 550 (1943); Matter of Telco, Inc., 558 F.2d 1369, 1173 (10th Cir. 1977); Matter of Minges, 602 F.2d 38, 43 (2d Cir. 1979); In re Chi-Feng Huang, 23 B.R. 798, 800 (B.A.P. 9th Cir. 1982).

21. A debtor satisfies the “business judgment” test when it determines, in good faith, that assumption of an executory contract will benefit the debtor’s estate and unsecured creditors. In re FCX, Inc., 60 B.R. 405, 411 (Bankr. E.D.N.C. 1986); In re Chipwich Inc., 54 B.R. 427, 430-31 (Bankr. S.D.N.Y. 1985).

22. The Debtors believe, pursuant to their business judgment, that it is in the best interest of the Debtors and their estates to assume the Agreement. By assuming the Agreement, the Debtors’ ongoing viability and reorganization efforts will be enhanced.

23. If the Debtors were unable to assume the Agreement, they would be unable to utilize the experience and expertise of Drain which in turn would hinder the Debtors’ reorganization efforts.

Notice

24. Notice of this Motion has been given to all those parties required to receive notice pursuant to Del. Bankr.L.R. 2002-1(b).

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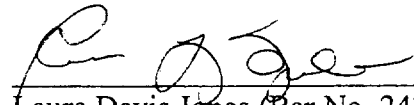
WHEREFORE, the Debtors respectfully request that the Court grant the Motion and enter the proposed order authorizing the Debtors to assume the Agreement pursuant to section 365 of the Bankruptcy Code.

Dated: July 25, 2002

SCHULTE, ROTH & ZABEL LLP
Jeffrey S. Sabin (JSS 7600)
919 Third Avenue
New York, New York 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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Telephone: (302) 652-4100
Facsimile: (302) 652-4400

Co-Counsel for the Debtors and
Debtors in Possession

EXHIBIT A

Fansteel**Washington Manufacturing**

PO Box 485 Washington Iowa 52383 phone 319-863-2168 fax 319-863-8068

January 7, 2002

Ted Drain
655 West Buchanan
Washington, IA 52353

Reference: Separation Agreement and Mutual Release

Dear Ted:

Consistent with our discussions concerning the terms of your separation, this will constitute a letter of understanding between you and the Company setting forth all terms of our separation agreement.

1. Both you and Fansteel Washington Manufacturing (the "Company") agree that you hereby resign from your employment and any offices held in the Company, and are relieved of all duties as an employee of the Company effective January 7, 2002 (the "Date of Separation"). This separation shall be treated as a resignation for all purposes except any application you may file for unemployment compensation.
2. Based upon our discussions regarding the matters contained in this letter and, in consideration of the understandings and waivers being made by you in paragraph 13, the Company has agreed to provide you with certain benefits that are detailed below which, pursuant to Company policy, are not otherwise payable upon termination of employment.
3. The Company agrees to continue your salary for a period of 26 (twenty-six) weeks measured from seven (7) days after your acceptance of this agreement as a paid leave of absence. You acknowledge and agree that under the circumstances this amount of severance pay would not be payable to you under Company Policy FNL-124 except for the agreement of the Company as set forth in this paragraph, notwithstanding any other provision of this Agreement to the contrary.
4. THE Company agrees to pay you \$10,000 as part of your separation agreement. Payment will be made by or before the 31st day of March 2002.
5. You will receive any unused vacation pay previously earned for the period of June 1, 2001 through May 31, 2002, and any accrued vacation pay as of the Date of Separation which you have been earning toward your next vacation.
6. The group health, medical and Company-paid life insurance, if you are currently a participant, will be continued as if you were an active employee until July, 7, 2002, providing that you timely pay the employee contributions. Your long term disability insurance and accidental death insurance (if any) and prolonged illness protection terminates on the date this letter is agreed and accepted.
7. You may continue your health and dental insurance, if you're currently enrolled in accordance with Company policy, for a period of eighteen (18) months measured from January 1, 2002. After participation pursuant to paragraph 5 above, the full premium for such coverage is payable monthly in advance to our Human Resources office in Washington, IA. The premium for continuation of this



Washington Manufacturing

PO Box 448 Washington Iowa 52355 phone 319-853-2148 fax 319-853-0088

- coverage can be obtained from the Finance Resources office. Rates after 2002 will be different, possibly higher.
8. You will have the right to convert your life insurance, if any, to an individual policy in accordance with the rules governing conversion.
 9. You are expected to hold confidential all proprietary Company information including but not limited to identity of customers and pricing of products.
 10. You agree not to degrade this Company in any manner in any type of communication with employees, customers or suppliers of the Company or any affiliated Company. In the event you violate this covenant, the Company will immediately be released of its obligation to make any payments under paragraph 3.
 11. All company property including but not limited to keys, drawings, materials, files, customer lists and financial data (electronically or otherwise stored) all Company-provided credit cards are to be turned in to the Company on the date of this Agreement.
 12. Your account in the Fansteel Savings and Profit Sharing Plan, if any, is 100% vested; however, participation as an employee ends as of the Date of Separation. Your status, if any, under a Fansteel Defined Benefit Plan will be determined in accordance with the terms of the Plan. Your status under the Fansteel Washington Manufacturing Salaried Employees Retirement Plan will be determined in accordance with the terms of the Plan.
 13. You agree not to compete in any manner with Fansteel Washington Manufacturing for a period of 6 (six) months from the date of this agreement. In the event you violate this covenant, the Company will immediately be released of its obligation to make any payments under paragraph 3.
 14. Both you and the Company agree that the terms of this letter are confidential and will not be disclosed to any non-parties.
 15. In return for the various promises made by the Company as stated above, which you acknowledge are in addition to that to which you are already entitled, you agree that you will not file or cause to be filed any charges, lawsuits, or any actions of any kind against the Company, its successors, parents, subsidiaries, affiliates, shareholders of all the foregoing entities, divisions, officers, directors, employees, or agents, including but not limited to, actions alleging breach of contract or the implied covenant of good faith and fair dealing, or the negligent or intentional infliction of emotional distress, or any sort of any nature whatsoever, legal actions under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, Section 1981 of the Civil Rights Act of 1966, the Age Discrimination in Employment Act of 1967, the Americans With Disabilities Act, the Vietnam Era Veterans Readjustment Assistance Act, the Rehabilitation Act of 1973, or any other State, Federal, or local law concerning age, race, sex, marital status, religion, national origin, handicap, or any other form of discrimination, or any other law or regulation relating to employment or otherwise. This general release and waiver shall include, but not be limited to, all claims or actions arising out of or relating in any way to, your employment and the termination of your employment with the Company. You acknowledge that you understand the terms contained in this Agreement

Fansteel

Washington Manufacturing

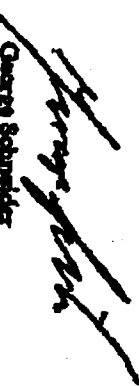
PO Box 438 Washington Iowa 52253 Phone 319-853-2198 fax 319-853-8038

and that this Agreement is written in a manner calculated to be understood by you. You further acknowledge that the foregoing waiver of claims expressly refers to rights or claims arising under the Age Discrimination in Employment Act as amended, 29 U.S.C. Section 621 et seq., that you are entering into this Agreement freely, that you are not waiving rights or claims that may arise after the date this Agreement is executed, that this is a knowing and voluntary waiver, that you have been and hereby are advised to consult with an attorney prior to executing this Agreement and that you are under no obligation to enter into this Agreement. You further acknowledge that you have been given a period of at least twenty-one (21) days within which to consider this Agreement. For a period of seven (7) days following the execution of this Agreement, you may revoke this Agreement, and this Agreement shall not become effective or enforceable until the revocation period has expired. If you elect to revoke this Agreement, such revocation must be in writing and hand delivered to (EER, Manager), within seven (7) days following the time of execution. You agree that if you execute this Agreement at any time prior to the end of the period that the Company provided to you in which to consider this Agreement, such early execution will be considered a knowing and voluntary waiver of your right to consider this Agreement for at least twenty-one (21) days, and evidence of your desire to begin receiving consideration hereunder and your belief that you had ample time in which to consider and understand this Agreement, and in which to review this Agreement with an attorney.

If you agree with the foregoing, please indicate so by signing in the space designated below.

Sincerely yours,

FANSTEEL WASHINGTON MANUFACTURING


George Schneider
General Manager

Jan. 8. 2002 4:54PM

WASHINGTON FANSTEEL

NO. 2380 P. 0/0

Fansteel

Washington Manufacturing

po box 486 Washington Iowa 52253 phone 319-833-2108 fax 319-833-8068

AGREED TO AND ACCEPTED:

 John A. ...

Date: 01/08, 2002 at 4:30 (p.m.) (p.m.)

Fansteel

Washington Manufacturing

po box 488 Washington Iowa 52363

phone 319-683-2158 fax 319-683-8088

Separation Agreement and Mutual Release

MODIFICATION

Section 13 in the Separation and Mutual Release Agreement dated January 7, 2002 between Ted Drain and Fansteel Washington Manufacturing which reads:

You agree not to compete in any manner with Fansteel Washington Manufacturing for a period of 6 (six) months from the date of this agreement. In the event you violate this covenant, the Company will immediately be released of its obligation to make any payments under paragraph 3.

It null and void and is hereby replaced in its entirety by the following statement that becomes part of the signed Agreement:

You agree not to compete in any manner with Fansteel Washington Manufacturing for a period of 6 (six) months starting July 1, 2002. In the event you violate this covenant, the Company will immediately be released of its obligation to make any payments under paragraph 3.

Agreed to this 27th day of June, 2002 by:

FANSTEEL WASHINGTON MANUFACTURING

George Schaefer
George Schaefer
General Manager

AGREED TO AND ACCEPTED:

Ted Drain

Ted Drain

Date: 7/27, 2002 at 6:10 (a.m.) (p.m.)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Case No. 02-10109(JJF)
)
FANSTEEL INC., *et al.*,¹) Chapter 11
) (Jointly Administered)
Debtors.)

**ORDER AUTHORIZING THE DEBTORS TO ASSUME DRAIN
SEPARATION AGREEMENT AND MUTUAL RELEASE**

Upon consideration of the Debtors Motion For Order Authorizing The Debtors To Assume Drain Separation Agreement And Mutual Release (the "Motion"); and the Court having considered the submissions and arguments of counsel, and the opposition thereto, if any; and it appearing that the decision to assume the Agreement² is supported by Debtors' reasonable business judgment; and it appearing that the Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having determined that granting the relief requested in the Motion is in the best interest of the Debtors, their estates, their creditors and other parties in interest; and it appearing that notice of the Motion has been given as set forth in the Motion, and that no other or further notice need be given; and for sufficient cause shown,

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 Defined terms shall have the meanings ascribed to them in the Motion.

IT IS HEREBY ORDERED THAT:

1. The Agreement be assumed by the Debtors pursuant to Bankruptcy Code § 365(a) as of the date of entry of this order; and
2. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this order.

Dated: _____, 2002

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

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
FANSTEEL INC., *et al.*,¹) Case No. 02-10109 (JJF)
) (Jointly Administered)
)
Debtors.)

AFFIDAVIT OF SERVICE

Tanya Thompson, being duly sworn according to law, deposes and says that she is employed by the law firm of Pachulski, Stang, Ziehl, Young & Jones P.C., and that on the 25th day of July 2002, she caused a copy of the following document(s) to be served upon the attached service lists in the manner indicated:

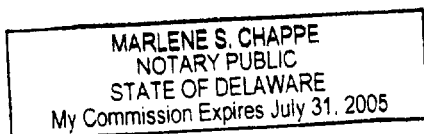
1. DEBTORS' MOTION FOR ORDER AUTHORIZING THE DEBTORS TO ASSUME DRAIN SEPARATION AGREEMENT AND MUTUAL RELEASE; and

2. NOTICE OF DEBTORS' MOTION FOR ORDER AUTHORIZING THE DEBTORS TO ASSUME DRAIN SEPARATION AGREEMENT AND MUTUAL RELEASE


Tanya Thompson

Sworn to and subscribed before
me this 25th day of July 2002


Notary Public



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.
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**Fansteel Inc. Additional Service List
for Motion for Order Authorizing Debtors
to Assume Drain Separation Agreement
And Mutual Release**

Case No. 02-10109 (JJF)

Doc. #51598

1 – First Class Mail

Via Class Mail

Ted Drain

655 West Buchanan

Washington, IA 52353

Fansteel Inc. 2002 Service List

Case No. 02-10109 (JJF)
Doc. #38494
14 - Hand Delivery
39 - First Class Mail
02 - Express Mail
15 - Overnight Delivery
1 - Via Los Angeles PSZYJ Pouch

(Co-Counsel for Debtors)

Laura Davis Jones, Esquire
Rosalie L. Spelman, Esquire
Pachulski, Stang, Ziehl, Young & Jones P.C.
919 Market Street, 16th Floor
P.O. Box 8705
Wilmington, DE 19899-8705

Via Los Angeles (PSZYJ) Pouch

(Co-Counsel for Debtors)
Hamid Rafatjoo, Esquire
Pachulski, Stang, Ziehl, Young & Jones P.C.
10100 Santa Monica Boulevard, Suite 1100
Los Angeles, CA 90067

Hand Delivery

(Parcels)
Vito I. DiMiao
Parcels, Inc.
4 East Seventh Street
Wilmington, DE 19801

Hand Delivery

)
David Buchbinder, Esquire
Office of the United States Trustee
844 King Street, Suite 2313
Wilmington, DE 19801

Hand Delivery

)
Ellen W. Slights, Esquire
U.S. Attorney's Office
1201 Market Street, Suite 1100
Wilmington, DE 19899

Hand Delivery

(Counsel for the Committee of Unsecured Creditor)
Adam G. Landis, Esquire
Klett Rooney Lieber & Schorling
1000 West Street, Suite 1401
Wilmington, DE 19801

Hand Delivery

(TTI Metals)
Tobery M. Daluz, Esquire
Reed Smith LLP
1201 Market Street, Suite 1500
Wilmington, DE 19801

Hand Delivery

(U.S. Bancorp Leasing & Financial)
James E. Huggett, Esquire
Klehr, Harrison, Harvey, Branzburg & Ellers LLP
919 Market Street, Suite 1000
Wilmington, DE 19801

Hand Delivery

(Allegheny Power)
John D. Demmy, Esquire
300 Delaware Avenue
8th Floor, Suite 800
Wilmington, DE 19801

Hand Delivery

(Advance Services, Inc)
Bruce W. McCullough, Esquire
McCullough & McKenty, PA
824 Market Street, 4th Floor
PO Box 397
Wilmington, DE 19899-0397

Hand Delivery

(Counsel for CIT)
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Rosenthal, Monhait, Gross & Goddess, P.A.
Mellon Bank Cente, Suite 1401
PO Box 1070
Wilmington, DE 19899-1070

Hand Delivery

(Southern California Gas company)
William D. Sullivan, Esquire
Elzufon Austin Reardon
Tarlov & Mondell, PA
300 Delaware Avenue, 17th Floor
PO Box 1630
Wilmington, DE 19899

Hand Delivery

(American National Bank & Trust Co. of Chicago)
David B. Stratton, Esquire
Pepper Hamilton LLP
1201 Market Street, Suite 1600
PO Box 1709
Wilmington, DE 19899-1709

Hand Delivery

(CIT Group/Equipment Financing, Inc.)
Jan A.T. vanAmerongen, Jr., Esquire
Reed Smith LLP
1201 Market Street, Suite 1500
Wilmington, DE 19801

Hand Delivery

(Wells Fargo Financial Leasing, Inc.)
Kathleen M. Miller
Paranda B. Wiedemer
Smith Katzenstein & Furlow, LLP
The Corporate Plaza
800 Delaware Avenue, 7th Floor
PO Box 410
Wilmington, DE 19899

Hand Delivery

)
District Director
IRS
409 Silverside Road
Wilmington, DE 19809

First Class Mail

(TTI Metals)
Peter S. Clark II, Esquire
Reed Smith LLP
2500 One Liberty Place
1650 Market Street
Philadelphia, PA 19103-7301

First Class Mail

(Claims Agent)
Bankruptcy Management Corporation
Attn: Julia Hasenzahl
1330 E. Franklin Ave
El Segundo, CA 90245

First Class Mail

)
Patrick M. Goy, Managing Director
Lincoln Partners
200 West Madison St., Suite 2100
Chicago, IL 6060

First Class Mail

)
James R. Curtiss
Winston & Strawn
1400 L Street, N.W.
Washington, DC 20005-3502

First Class Mail

)
Foothill Capital Corporation
161 North Clark Street, Suite 3590
Chicago, IL 60601

First Class Mail

)
Richard Burkhart
7205 Chagrin Road, Suite 4
Bainbridge, OH 44023

First Class Mail

(Iowa Department of Economic Development)
Brad C. Epperly
Pingel & Templar, PC
3737 Woodland Avenue, Suite 437
West Des Moines, IA 50266

First Class Mail

(Pension Benefit Guaranty Corporation)
Charles L. Finke, Esquire
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