

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

Objection Deadline to Bidding Procedures: October 24, 2003 at 4:00 p.m. E.T.  
Bidding Procedures Hearing: NEGATIVE NOTICE (Hearing Only if Objections are Filed)  
Objection Deadline to Sale Motion: To be Determined  
Deadline to Submit Qualified Bids: Three Business Days Before Sale Hearing (subject to Court approval)  
Auction Date: One Business Day Before Sale Hearing (subject to Court approval)  
Sale Hearing Date: November 17, 2003 (subject to Court approval)

**CERTIFICATION OF NO OBJECTION RE: PART I OF MOTION FOR ORDERS UNDER 11 U.S.C. §§ 105, 363 AND 1146(c) AND FED. R. BANKR. P. 6004: (I) (A) APPROVING BIDDING PROCEDURES AND BREAK-UP FEE IN CONNECTION WITH THE PROPOSED SALE OF VR WESSON ASSETS, (B) SCHEDULING A HEARING DATE, AUCTION DATE AND BIDDING DEADLINE IN CONNECTION WITH THE SALE OF SUCH ASSETS, AND (C) APPROVING FORM AND MANNER OF NOTICE THEREOF; AND (II) (A) APPROVING THE ASSET PURCHASE AGREEMENT AMONG FANSTEEL INC. AND PLANTSVILLE ACQUISITION, LLC, (B) APPROVING THE SALE OF CERTAIN VR WESSON ASSETS, AND (C) DETERMINING THAT A POST-CONFIRMATION SALE IS EXEMPT FROM ANY STAMP, TRANSFER, RECORDING OR SIMILAR TAXES (DOCKET NO. 1413)**

The undersigned hereby certifies that the *Motion for Order Under 11 U.S. C. §§ 105, 363 and 1146 (c) and Fed. R. Bankr. P. 6004: (I) (A) Approving Bidding Procedures and Break-Up Fee in Connection with the Proposed Sale of VR Wesson Assets, (B) Scheduling a Hearing Date, Auction Date and Bidding Deadline In Connection with the Sale of Such Assets, and (C) Approving Form and Manner of Notice Thereof; and (II) (A) Approving the Asset*

<sup>1</sup> 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. and American Sintered Technologies, Inc.

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*Purchase Agreement Among Fansteet Inc. and Plantsville Acquisition, LLC, (B) Approving the Sale of Certain VR Wesson Assets, and (C) Determining that a Post-Confirmation Sale is Exempt from any Stamp, Transfer, Recording or Similar Taxes (the "Motion")* was filed on October 9, 2003 (Docket No. 1413). Pursuant to the notice of Motion (the "Notice"), objections to *Part I of the Motion, (I) Approving Bidding Procedures and Break-up Fee in Connection with the Proposed Sale of VR Wesson Assets, and (II) Scheduling a Hearing Date, Auction Date and Bidding Deadline in Connection with the Sale of Such Assets*, were to be filed and served no later than October 24, 2003 by 4:00 p.m. (Eastern Time).

The undersigned hereby certifies that, as of the date hereof, no answer, objection or other responsive pleading to Part I of the Motion has been received. The undersigned further certifies that the Court's docket has been carefully reviewed in this case and no answer, objection or other responsive pleading to the Motion appears thereon.

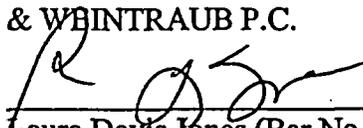
It is hereby respectfully requested that the Court enter the Order, attached hereto,  
at the earliest convenience of the Court.

Dated: October 27, 2003

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and

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& WHINTRAUB P.C.



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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:                                      | ) | Chapter 11              |
|   | ) |                         |
| FANSTEEL INC., <u>et al.</u> , <sup>1</sup> | ) | Case No. 02-10109 (JJF) |
|   | ) | (Jointly Administered)  |
|   | ) |                         |
| Debtors.                                    | ) |                         |

**ORDER UNDER 11 U.S.C. §§ 105 AND 363 AND FED. R. BANKR. P. 6004  
(I) APPROVING BIDDING PROCEDURES AND BREAK-UP FEE IN CONNECTION  
WITH PROPOSED SALE OF VR WESSON ASSETS, (II) SCHEDULING A HEARING  
DATE, AUCTION DATE AND BIDDING DEADLINE IN CONNECTION WITH SUCH  
SALE AND (III) APPROVING FORM AND MANNER OF NOTICE THEREOF**

Upon the motion (the "Motion") of Fansteel Inc. ("Fansteel") and its affiliated debtors and debtors-in-possession (the "Debtors") for entry of (I) an order under 11 U.S.C. §§ 105 and 363 and Fed. R. Bankr. P. 6004(f) (A) approving bidding procedures (this "Bidding Procedures Order") and a break-up fee in connection with the proposed sale by Fansteel (the "Seller") to Plantsville Acquisition, LLC (the "Proposed Purchaser") of certain personal property of the division of Fansteel known as VR/Wesson-Plantsville ("Plantsville Division") consisting of machinery, equipment, tooling, office and maintenance supplies, customer records, computers, telephones, telephone systems, vehicles, trademarks and trade names, and the real property and building located at 389 Marion Avenue, Plantsville Connecticut (collectively, the "Remaining Plantsville Assets"), (B) scheduling a hearing date, auction date, and bidding deadlines and procedures in connection with the sale of the Remaining Plantsville Assets, and (C) approving the form and manner of notice thereof (collectively, "Part I of the Motion"); and (II) an order (the "Sale Order") under 11 U.S.C. §§ 105, 363 and 1146(c) and Fed. R. Bankr. P. 2002(a)(2) and

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<sup>1</sup> 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., and American Sintered Technologies, Inc.

(c)(1) and 6004, (A) approving an Asset Purchase Agreement among Fansteel and the Proposed Purchaser annexed to the Motion as Exhibit "D" (the "Asset Purchase Agreement"), or a modification thereof if another party is the Successful Bidder, (B) approving the sale of the Remaining Plantsville Assets to the Proposed Purchaser or such other party making a higher and better offer therefore (the "Successful Bidder"), free and clear of liens, interests, claims, restrictions, encumbrances, encroachments and charges of every kind (except as otherwise provided in the Asset Purchase Agreement), and (C) determining that such sale, if closed post-confirmation, is exempt from any stamp, transfer, recording or similar taxes (collectively, "Part II of the Motion"); and sufficient notice of the Motion having been given; and good and sufficient notice of the relief sought in Part I of the Motion having been given, and no objection to the relief requested in Part I of the Motion having been interposed; and after due deliberation and good cause having been shown, the Court finds as follows:

A. Fansteel has negotiated an Asset Purchase Agreement attached as Exhibit "D" to the Motion, wherein Fansteel has agreed to sell the Remaining Plantsville Assets to the Proposed Purchaser for the sum of \$1,000,000 (the "Purchase Price").

B. Proposed Purchaser is prepared to purchase the Remaining Plantsville Assets as described in the Asset Purchase Agreement. The Proposed Purchaser has committed substantial time and money to the transaction contemplated in the Asset Purchase Agreement.

C. The Asset Purchase Agreement contains a conditional requirement to pay a Break-Up Fee if a Qualified Bid prevails and is approved. The Break-Up Fee is the product of extensive negotiations between the Proposed Purchaser and the Debtors. The Break-Up Fee is a condition precedent to the effectiveness of the Asset Purchase Agreement. In the absence of such fee, the Proposed Purchaser, as an initial offeror, would be discouraged from making an

offer, due to the fear that its initial offer would be "shopped around" and outbid by an entity that would rely upon the due diligence, time, and effort expended by the Proposed Purchaser. The payment of the Break-Up Fee, if payable under the Asset Purchase Agreement, will not have an adverse impact upon Fansteel, its estate or its creditors. The Break-Up Fee is necessary to convince the Proposed Purchaser to proceed with the transactions contemplated by the Asset Purchase Agreement and thus, commence the bidding process for the sale of the Remaining Plantsville Assets. The Break-Up Fee is reasonable in relation to the Proposed Purchaser's costs, efforts and risks, and the magnitude of the transactions contemplated in the Asset Purchase Agreement.

D. Good and sufficient notice of the relief sought in Part I of the Motion has been given and no other or further notice is required.

E. The Debtors' proposed notice of the sale of the Remaining Plantsville Assets and bidding procedures announcing the Sale and the approval of the bidding procedures is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of the Remaining Plantsville Assets and the overbid procedures to be employed in connection therewith.

F. The Debtors have demonstrated a sound business justification for authorizing the payment of the Break-Up Fee to the Proposed Purchaser under the circumstances, timing and procedures set forth in the Motion.

G. The Break-up Fee is fair and reasonable, and was negotiated by the parties in good faith.

H. The payment to the Proposed Purchaser of the Break-up Fee, in the event the Proposed Purchaser is not the Successful Bidder, is (i) an actual and necessary cost of

preserving the Debtors' estates, within the meaning of 11 U.S.C. § 503(b), (ii) of substantial benefit to the Debtors' estates, (iii) reasonable and appropriate, in light of the size and nature of the Sale and the efforts that have been and will be expended by the Proposed Purchaser notwithstanding that the proposed Sale is subject to higher or better offers, and (iv) necessary to ensure that the Proposed Purchaser will continue to pursue its proposed acquisition of the Remaining Plantsville Assets.

I. The entry of this Order ("Bidding Procedures Order") is in the best interests of the Debtors, their estates or their creditors. Accordingly, it is

**ORDERED and ADJUDGED** as follows:

1. The Motion is GRANTED to the extent provided herein.
2. The Debtors shall provide notice by publication of the Sale Hearing date established by this Bidding Procedures Order, substantially in the form of notice which is annexed as Exhibit "1" (the "Notice"). The Debtors shall place the Notice in *The Wall Street Journal* following the date of this Bidding Procedures Order. The Notice shall also be served by regular U.S. mail on all parties entitled to notice under Local Bankruptcy Rule 2002-1.

3. At the Sale Hearing, the Court will consider the Motion to sell the Remaining Plantsville Assets to the Proposed Purchaser (or any prevailing Qualified Bidder(s)), pursuant to the Asset Purchase Agreement, and any timely objections thereto, in accordance with the procedures approved herein below ("Bidding Procedures"), such that no Qualified Bid(s) will be considered for approval unless it satisfies, at a minimum, each of the following conditions.

**The Bidding Process**

4. The Seller shall (i) determine whether any person is a Qualified Bidder (as defined below), (ii) coordinate the efforts of Qualified Bidders in conducting their due diligence investigations, (iii) receive offers from Qualified Bidders and (iv) negotiate any offers made to

purchase the Remaining Plantsville Assets (collectively, the "Bidding Process"). Any person who wishes to participate in the Bidding Process must be a Qualified Bidder. Neither the Seller nor its representatives shall be obligated to furnish any information of any kind whatsoever to any person who is not determined to be a Qualified Bidder. Qualified Bidders shall be given all relevant information pertaining to the Sale. The Seller shall have the right to adopt such other rules for the Bidding Process, which rules will better promote the goals of the Bidding Process and that are not inconsistent with any of the other provisions hereof or of any Court order.

#### Participation Requirements

5. Unless otherwise ordered by the Court for cause shown or as otherwise determined by the Seller, in order to participate in the Bidding Process each person (a "Proposed Bidder") must deliver (unless previously delivered) to the Seller:

- (i) An executed confidentiality agreement in form and substance satisfactory to the Seller; and
- (ii) Current audited financial statements of the Proposed Bidder, or, if the Proposed Bidder is an entity formed for the purpose of acquiring the Remaining Plantsville Assets, current audited financial statements of the equity holder(s) of the Proposed Bidder, or such other form of financial disclosure acceptable to the Seller and its advisors demonstrating such Proposed Bidder's ability to close a proposed transaction.

6. A "Qualified Bidder" is any Proposed Bidder or multiple Proposed Bidders participating in the Bidding process together that delivers the documents described in subparagraphs (i) and (ii) above, whose financial information demonstrates the financial capability of the Proposed Bidders, either jointly or separately, to consummate the Sale, and that the Seller determines are reasonably likely (based on availability of financing, experience and other considerations) to submit a bona fide offer and to be able to consummate the Sale if selected as the Successful Bidder.

7. Within two business days after a Proposed Bidder delivers all of the materials required by subparagraphs (i) and (ii) above, the Seller shall determine, and shall notify the Proposed Bidder, if such Proposed Bidder is a Qualified Bidder.

**Due Diligence**

8. The Seller may afford any Qualified Bidder the opportunity to conduct a due diligence review. The Seller will designate an employee or other representative to coordinate all reasonable requests for additional information and due diligence access from Qualified Bidders. The Seller shall not be obligated to furnish any due diligence information after the Bid Deadline (as hereinafter defined). Neither the Seller nor any of its representatives are obligated to furnish any information to any person without prior execution by any party requesting such diligence of an appropriate confidentiality agreement. Bidders are advised to exercise their own discretion before relying on any information provided by anyone other than the Seller or its representatives.

**Bid Deadline**

9. A Qualified Bidder who desires to make a bid shall deliver a written copy of its bid to the Seller, c/o Schulte, Roth & Zabel LLP, 919 Third Avenue, New York, NY 10022, Attn.: Jeffrey Sabin, Esq., not later than 11:00 a.m. (EST) on the date which is three Business Days prior to the date scheduled by the Court for the Sale Hearing (the "Bid Deadline"). The Seller may, in its discretion, extend the Bid Deadline once or successively, but is not obligated to do so. The Seller shall announce the terms of the highest and best Qualified Bids received by the Bid Deadline by 5:00 p.m. (prevailing eastern time) on that date.

**Bid Requirements**

10. For the purposes of determining the existence of a bid, a bid may be in the form of a joint bid from more than one Qualified Bidder, or may be in the form of separate bids

from more than one Qualified Bidder, with each such separate bid being for a portion of the Remaining Plantsville Assets, but all of such separate bids collectively aggregating a bid price having a value greater than or equal to the sum of (x) the value, as reasonably determined by the independent financial advisor of the Seller, of the Proposed Purchaser's offer plus (y) other than where the Proposed Purchaser makes a bid, the amount of the Break-Up Fee plus (z) (A) in the case of the initial Qualified Bid, \$15,000, and (B) in the case of any subsequent Qualified Bids, \$10,000 plus the amount by which the preceding Qualified Bid exceeds the sum of (x) plus (y) above. All bids must include the following documents (the "Required Bid Documents"):

- a letter stating that one or more Qualified Bidders offer to purchase all or a portion of the Remaining Plantsville Assets and that such offer is irrevocable until two (2) business days after the Remaining Plantsville Assets have been disposed of pursuant to these Bidding Procedures;
- a statement by each Qualified Bidder that it is prepared to enter into and consummate the Sale as soon as practicable but in no event more than thirty-one (31) days after entry by the Court of the Sale Order;
- an executed copy of the Asset Purchase Agreement, together with all Exhibits and Schedules thereto (the "Definitive Sale Documentation") marked and initialed to show those amendments and modifications to such agreement that the Qualified Bidder proposes, including, but not limited to, price and the time of closing;
- a good faith deposit (the "Good Faith Deposit") in the form of a certified check or other form acceptable to the Seller in its sole discretion payable to the order of the Seller (or such other party as the Seller may determine) in an amount equal to \$100,000. All Qualified Bidders shall enter into an escrow agreement as directed by the Seller; and
- written evidence of a commitment for financing or other evidence of ability to consummate the proposed transaction satisfactory to the Seller.

11. The Seller will consider a bid only if the bid is on terms that are not conditioned on obtaining financing or on the outcome of unperformed due diligence by the

bidder. A bid received from a Qualified Bidder that includes all of the Required Bid Documents and meets all of the above requirements is a "Qualified Bid."

12. If the Seller does not receive any Qualified Bids, the Seller will report the same to the Court and will proceed with a sale and assignment of the Remaining Plantsville Assets to the Proposed Purchaser pursuant to the terms of the Asset Purchase Agreement. The Asset Purchase Agreement executed by the Proposed Purchaser shall constitute a Qualified Bid for all purposes.

#### Bid Protection

13. The payment of the Break-Up Fee is hereby approved.

#### Auction

14. If the Seller receives a Qualified Bid, the Seller will conduct an auction (the "Auction") at the offices of Schulte, Roth & Zabel LLP, 919 Third Avenue, New York, NY 10022, on the date that is one Business Day prior to the date scheduled by the Court for the Sale Hearing, beginning at 11:00 a.m. (EST) or such later time or other place as the Seller shall notify all Qualified Bidders who have submitted Qualified Bids. Only the Proposed Purchaser, the Seller, the Committee and any Qualified Bidders who have timely submitted Qualified Bids shall be entitled to attend the Auction, and only the Proposed Purchaser and Qualified Bidders will be entitled to make any subsequent Qualified Bids at the Auction. During the Auction, bidding shall begin initially with the highest Qualified Bid and continue in minimum increments of at least \$10,000 higher than the previous Qualified Bid. Bidding at the Auction will continue until such time as the highest and best Qualified Bid is determined. The Seller may announce at the Auction additional procedural rules that are reasonable under the circumstances (e.g., the amount of time allotted to make subsequent overbids) for conducting the Auction so long as such rules are not inconsistent with these Bidding Procedures.

15. Upon conclusion of the Auction, the Seller, in consultation with its financial and business advisors shall (i) review each Qualified Bid or bids on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the certainty of consummating the Sale, and (ii) identify the highest and otherwise best offer for the Remaining Plantsville Assets (the "Successful Bid"), which highest and best offer will provide the largest amount of net value to the Seller after payment of, among other things, the Break-Up Fee, if necessary. The Seller may adopt rules for the bidding process at the Auction that will better promote the goals of the bidding process and that are not inconsistent with any of the provisions of the Bankruptcy Code, any Court order, or these Bidding Procedures.

#### Acceptance Of Qualified Bids

16. The Seller shall sell the Remaining Plantsville Assets for the highest or otherwise best Qualified Bid received at the Auction upon the approval of such Qualified Bid by the Court after the hearing (the "Sale Hearing"). The Seller's presentation of a particular Qualified Bid to the Court for approval does not constitute the Sellers' acceptance of the bid. The Seller will be deemed to have accepted a bid only when the bid has been approved by the Court at the Sale Hearing.

#### Sale Hearing

17. A hearing to consider that part of the Motion seeking an order (a) approving the Asset Purchase Agreement among Fansteel and the Proposed Purchaser (the "Asset Purchase Agreement") or a modification thereof if another party is the Successful Bidder, (b) approving the sale of the Remaining Plantsville Assets to the Proposed Purchaser or such other party making a higher and better offer therefore, free and clear of liens, interests, claims, restrictions, encumbrances, encroachments and charges of every kind. (except as otherwise

provided in the Asset Purchase Agreement), and (c) determining that a post-confirmation closing of such sale is exempt from any stamp, transfer, recording or similar taxes, shall be held before the Honorable Joseph J. Farnan on November \_\_\_, 2003, at [ ] a.m. (EST), at the United States Bankruptcy Court for the District of Delaware, located in Wilmington, Delaware or as soon thereafter as counsel may be heard. Such hearing may be adjourned or rescheduled without further notice by an announcement of the adjourned date at the Sale Hearing.

18. Following the Sale Hearing approving the sale of the Remaining Plantsville Assets to the Successful Bidder, if such Successful Bidder fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Bidder, the next highest or otherwise best Qualified Bid, as disclosed at the Sale Hearing, shall be deemed to be the Successful Bid and the Seller shall be authorized, but not required, to consummate the sale with the Qualified Bidder submitting such bid without further order of the Court.

#### Return Of Good Faith Deposit

19. Good Faith Deposits of all Qualified Bidders (except for the Successful Bidder) shall be held in an interest-bearing escrow account until two (2) days following the Auction. If a Successful Bidder fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Bidder, the Seller will not have any obligation to return the Good Faith Deposit deposited by such Successful Bidder.

#### Modifications

20. The Seller may (a) determine, which Qualified Bid, if any, is the highest or otherwise best offer; and (b) reject at any time before entry of an order of the Court approving a Qualified Bid, any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of sale, or (iii) contrary to the best interests of the Seller, its estates and creditors. At or before the

Sale Hearing, the Seller may impose such other terms and conditions as it may determine to be in the best interests of the Seller's estate, its creditors and other parties-in-interest.

**Objections**

21. All objections to the Sale Motion must be in writing, must state the name of the objecting party, must state the particularity of the reasons and basis for the objection, and must be filed with the Court (with a copy hand delivered to Chambers) and served upon (i) Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, Attn.: Jeffrey S. Sabin, Esq., attorney for the Debtors, (ii) Cooley, Shrair P.C., 1380 Main Street, 5<sup>th</sup> Floor, Springfield, Massachusetts 01103, Attn: Peter Shrair, Esq., attorneys for the Proposed Purchaser, (iii) the Office of the United States Trustee, 844 King Street, Ste. 2207, Wilmington, DE 19801, Attn.: David Buchbinder, and (iv) Neal, Gerber & Eisenberg LLP, 2 North LaSalle Street, Chicago, Illinois 60602, Attn.: Frances Gecker, Esq., counsel for the Creditors' Committee, so that objections are actually received by such persons no later than November \_\_, 2003, at 5:00 p.m. (EST).

22. The Bankruptcy Court shall retain jurisdiction over any matters related to or arising from the implementation of this Bidding Procedures Order, including, but not limited to, the right to amend this Bidding Procedures Order.

Dated: Wilmington, Delaware  
October \_\_, 2003

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

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

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

**NOTICE OF: (I) SALE OF CERTAIN ASSETS OF FANSTEEL, INC.,  
(II) BIDDING AND SALE PROCEDURES AND FINAL  
SALE HEARING AND (III) APPROVED BREAK-UP FEE**

**NOTICE IS HEREBY GIVEN** pursuant to Fed. R. Bankr. P. 2002(a)(2) and (c)(1) and 6004, that on October , 2003, the Debtors filed a Motion for Orders under 11 U.S.C. §§ 105, 363, and 1146(c) and Fed. R. Bankr. P. 6004: (I) Scheduling Hearing on Approval of Bidding Procedures and Break-up Fee, (II) (A) Approving Bidding Procedures and Break-up Fee in Connection with the Proposed Sale of VR Wesson Assets, (B) Scheduling a Hearing Date, Auction Date and Bidding Deadline in Connection with the Sale of Such Assets, and (C) Approving Form and Manner of Notice Thereof; and (III) (A) Approving the Asset Purchase Agreement Among Fansteel Inc and Plantsville Acquisition LLC, (B) Approving the Sale of the VR Wesson Assets, and (C) Determining That A Post-Confirmation Closing of Such Sale is Exempt From Any Stamp, Transfer, Recording or Similar Taxes (the "Motion").

**PLEASE TAKE FURTHER NOTICE** that the Debtors seek the following relief, among other things, in the Motion:

(a) authority to, among other things, sell certain personal property of the division of Fansteel known as VR Wesson-Plantsville ("Plantsville Division") consisting of machinery, equipment, tooling, office and maintenance supplies, customer records, computers, telephones, telephone systems, vehicles, trademarks and trade names, and the real property and building located at 389 Marion Avenue, Plantsville Connecticut (collectively, the "Remaining Plantsville Assets") to Plantsville Acquisition LLC (the "Proposed Purchaser") for the sum of \$1,000,000 (the "Purchase Price"), subject to higher and better offers;

(b) authority, pursuant to 11 U.S.C. §§ 363(b) and (f), to sell the Remaining Plantsville Assets free and clear of any claims, liens and encumbrances; and

<sup>1</sup> 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., and American Sintered Technologies, Inc.

(c) a finding of the Bankruptcy Court that Proposed Purchaser (or such other purchaser of the Remaining Plantsville Assets pursuant to the Motion) is a good-faith purchaser entitled to the protections of 11 U.S.C. § 363(m).

**PLEASE TAKE FURTHER NOTICE that:**

(a) By order dated October , 2003 (the "Bidding Procedures Order"), the Bankruptcy Court has approved bidding procedures governing the sale of the Remaining Plantsville Assets, and has scheduled a hearing to consider approval of the Sale (the "Sale Hearing") to be held on November , 2003 at [ ] a.m. (EST) before the Honorable Joseph J. Farnan, United States District Judge, in the United States Bankruptcy Court for the District of Delaware. Any objection to the proposed sale shall be filed with the Court and served on counsel identified below;

(b) all objections to the Motion must be in writing, must state the name of the objecting party, must state the particularity of the reasons and basis for the objection, and must be filed with the Court (with a copy hand delivered to Chambers) and served upon (i) Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, Attn.: Jeffrey S. Sabin, Esq., attorney for the Debtors, (ii) Cooley, Shrair P.C., 1380 Main Street, 5<sup>th</sup> Floor, Springfield, Massachusetts 01103, Attn: Peter Shrair, Esq., attorneys for the Proposed Purchaser, (iii) the Office of the United States Trustee, 844 King Street, Ste. 2207, Wilmington, DE 19801, Attn.: David Buchbinder, Esq. and (iv) Freeborn & Peters, 311 South Wacker Drive, Ste. 3000, Chicago, IL 60606-6677, Attn.: Frances Gecker, Esq., counsel for the Creditors' Committee, so that objections are actually received by such person no later than November \_\_, 2003, at 5:00 p.m.;

(c) the Bankruptcy Court approved a Break-Up Fee in favor of Proposed Purchaser in the amount of \$33,000 as set forth in the Asset Purchase Agreement, that will be payable at the Closing from the sale proceeds of any higher Qualified Bids as a pre-condition to the sale closing and before any application of the sale proceeds; and

(d) the Debtors will either seek to approve the proposed sale of the Remaining Plantsville Assets to the Proposed Purchaser pursuant to an Asset Purchase Agreement, or will entertain any Qualified Bids for the purchase of the Remaining Plantsville Assets. Pursuant to the Bidding Procedures Order, to be a Qualified Bid, the Bid must equal the sum of (x) the value, as reasonably determined by the independent financial advisor of the Seller, of the Proposed Purchaser's offer plus (y) the amount of the Break-Up Fee plus (z) (A) in the case of the initial Qualified Bid, \$15,000, and (B) in the case of any subsequent Qualified Bids, \$10,000 plus the amount by which the preceding Qualified Bid exceeds the sum of (x) plus (y) above and meet certain other conditions. Any Qualified Bid must be submitted in writing to (i) Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, Attn.: Jeffrey S. Sabin, Esq., attorney for the Debtors, (ii) Cooley, Shrair P.C., 1380 Main Street, 5<sup>th</sup> Floor, Springfield, Massachusetts 01103, Attn: Peter Shrair, Esq., attorneys for the Proposed Purchaser, (iii) the Office of the United States Trustee, 844 King Street, Ste. 2207, Wilmington, DE 19801, Attn.: David Buchbinder, and (iv) Freeborn & Peters, 311 South Wacker Drive, Ste. 3000, Chicago, IL 60606-6677, Attn.: Frances Gecker, Esq., counsel for the Creditors' Committee, not later than 11:00 a.m. (EST), on November \_\_, 2003, along with evidence of financial responsibility (as

provided in the Bidding Procedures Order), and must satisfy all conditions set forth in the Bidding Procedures Order. No Qualified Bid will be considered unless it satisfies, at a minimum, the terms and conditions set forth in the Bidding Procedures Order. Prospective Qualified Bidders also may conduct due diligence as provided in the Bidding Procedures Order.

Copies of the Bidding Procedures Order, the Motion and Sale Order, and other related items may be obtained from: Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, Attn.: Jeffrey S. Sabin, Esq., attorney for Debtors.

Dated: Wilmington, Delaware  
October \_\_, 2003

**BY ORDER OF THE COURT**

**Fansteel Inc. Service List For 10/9/03**

**Case No. 02-10109 (JJF)**

**Doc. #80573**

**01 - First Class Mail**

***First Class Mail***

***(Counsel For Proposed Purchaser)***

**Peter Shrair, Esquire**

**Cooley, Shrair P.C.**

**1380 Main Street**

**Springfield, MA 01103**

**Fansteel, Inc.**  
**Taxing Authorities Service List**  
Case No. 02-10109 (JJF)  
Document #59836  
38 – First Class Mail

*First Class Mail*  
INTERNAL REVENUE SERVICE  
DEPT OF THE TREASURY  
31 HOPKINS PLAZA  
STOP ROOM 1140  
BALTIMORE, MD 21201

*First Class Mail*  
DEPARTMENT OF THE TREASURY -  
INTERNAL REVENUE SERV  
31 HOPKINS PLZ STOP RM 1140  
ATTN: JOHANN TREVINO,  
INSOLVENCY MANAGER  
BALTIMORE, MD 21201

*First Class Mail*  
CITY OF LOS ANGELES OFFICE OF  
FINANCE  
REVENUE MANAGEMENT DIV  
201 N MAIN ST  
RM 101, CITY HALL  
LOS ANGELES, CA 90012

*First Class Mail*  
COMMONWEALTH OF  
PENNSYLVANIA  
PA DEPT OF REVENUE  
BANKRUPTCY DIVISION  
DEPARTMENT 280946  
HARRISBURG, PA 17128

*First Class Mail*  
CONNECTICUT DEPT OF REVENUE  
SERV  
C & E DIVISION, BANKRUPTCY SEC  
25 SIGOURNEY ST  
HARTFORD, CT 06106

*First Class Mail*  
BARIL, DAVID  
26 DOUGLAS DR  
MERIDEN, CT 06450

*First Class Mail*  
STATE OF TEXAS, COUNTY OF  
TARRANT  
BETSY PRICE  
100 E WEATHERFORD  
FORT WORTH, TX 76198

*First Class Mail*  
ILLINOIS DEPARTMENT OF REVENUE  
BANKRUPTCY ADMINISTRATION  
100 WEST RANDOLPH ST  
LEVEL 7-425  
CHICAGO, IL 60601

*First Class Mail*  
HIDALGO COUNTY  
LORI ROBERTSON / LINEBARGER,  
GOGGAN BLAIR PENA & SA  
1949 SOUTH IH 35  
AUSTIN, TX 78741

*First Class Mail*  
CITY OF MCALLEN  
LORI ROBERTSON / LINEBARGER  
GOGGAN BLAIR PENA & SA  
1949 SOUTH IH 35  
AUSTIN, TX 78741

*First Class Mail*  
TARRANT COUNTY  
C/O ELIZABETH WELLER  
LINEBARGER GOGGAN BLAIR ET AL  
2323 BRYAN ST 1720 UNIVISION CTR  
DALLAS, TX 75201

*First Class Mail*  
DALLAS COUNTY  
C/O ELIZABETH WELLER  
LINEBARGER GOGGAN BLAIR ET AL  
2323 BRYAN ST 1720 UNIVISION CTR  
DALLAS, TX 75201

*First Class Mail*  
US CUSTOMS SERVICE  
6026 LAKESIDE BLVD  
INDIANAPOLIS, IN 46268

*First Class Mail*  
QUALITY STAFFING  
3101 CHANDLER RD #105  
MUSKOGEE, OK 74403

*First Class Mail*  
ILLINOIS DEPARTMENT OF REVENUE  
PROBATE DIVISION - STATE OF  
ILLINOIS CENTER  
100 W RANDOLPH LEVEL 7-425  
CHICAGO, IL 60601

*First Class Mail*  
SUMMIT COUNTY FISCAL OFFICER,  
JOHN A DONOFRIO  
C/O MARVIN D EVANS  
159 S MAIN ST  
906 KEY BLDG  
AKRON, OH 44308-1317

*First Class Mail*  
STATE OF TENNESSEE  
COMMISSIONER OF REVENUE  
WILBUR E HOOKS, JR.  
4TH FLR  
ANDREW JACKSON STATE OFFICE  
BLDG  
NASHVILLE, TN 37242

*First Class Mail*  
MISSISSIPPI STATE TAX  
COMMISSION  
BANKRUPTCY SECTION  
PO BOX 23338  
JACKSON, MS 39225

*First Class Mail*  
DAVID LAROSA -TAX COLLECTOR  
HARRISON COUNTY  
PO BOX 1270  
GULFPORT, MS 395010000

*First Class Mail*  
WASHINGTON COUNTY TREASURER  
PO BOX 889  
WASHINGTON, IA 52353

*First Class Mail*  
DAVID LAROSA -TAX COLLECTOR  
HARRISON COUNTY  
PO BOX 1270  
GULFPORT, MS 395010000

*First Class Mail*  
TAX COLLECTOR,  
SOUTHINGTON, CT 06489

*First Class Mail*  
STATE OF FLORIDA  
DEPT OF REVENUE  
BANKRUPTCY SECTION  
PO BOX 6668  
TALLAHASSEE, FL 32314-6668

*First Class Mail*  
LOS ANGELES COUNTY TAX  
COLLECTOR  
PO BOX 54088  
LOS ANGELES, CA 90054

*First Class Mail*  
MUSKOGEE COUNTY TREASURER  
DOROTHY M LAWSON  
PO BOX 1587  
MUSKOGEE, OK 74402

*First Class Mail*  
OKLAHOMA TAX COMMISSION  
BANKRUPTCY SECTION  
GENERAL COUNSEL'S OFFICE  
PO BOX 53248  
OKLAHOMA CITY, OK 73152-3248

*First Class Mail*

OKLAHOMA TAX COMMISSION  
BANKRUPTCY SECTION - GENERAL  
COUNSELS OFFICE  
PO BOX 53248  
OKLAHOMA CITY, OK 73152

*First Class Mail*

STATE OF CALIFORNIA  
EMPLOYMENT DEVEL DEPT  
PO BOX 826880  
BANKRUPTCY UNIT MIC 92E  
SACRAMENTO, CA 94280-0001

*First Class Mail*

OKLAHOMA TAX COMMISSION  
BANKRUPTCY SECTION  
GENERAL COUNSEL'S OFFICE  
PO BOX 53248  
OKLAHOMA CITY, OK 73152-3248

*First Class Mail*

STATE OF WEST VIRGINIA  
STATE TAX DIVISION  
PO BOX 766  
CHARLESTON, WV 25323-0766

*First Class Mail*

LOS ANGELES COUNTY TAX  
COLLECTOR  
PO BOX 54018  
LOS ANGELES, CA 90054

*First Class Mail*

STATE OF CALIFORNIA  
EMPLOYMENT DEVEL DEPT  
PO BOX 826880  
BANKRUPTCY UNIT MIC 92E  
SACRAMENTO, CA 94280-0001

*First Class Mail*

STATE OF MISSOURI  
DEPT OF REVENUE  
PO BOX 475  
JEFFERSON CITY, MO 65105

*First Class Mail*

LOS ANGELES COUNTY TAX  
COLLECTOR  
PO BOX 54018  
LOS ANGELES, CA 90054

*First Class Mail*

STATE OF TEXAS, COUNTY OF  
DALLAS  
DAVID CHILDS  
PO BOX 620088  
DALLAS, TX 76262

*First Class Mail*

TAX COLLECTOR, MANATEE COUNTY  
KEN BURTON, JR, CFC  
PO BOX 25300  
BRADENTON, FL 34206

*First Class Mail*

ARLINGTON INDEPENDENT SCHOOL  
DISTRICT  
PERDUE BRANDON FIELDER COLLINS  
ATTN: ELIZABETH BANDA  
PO BOX 13430  
ARLINGTON, TX 76094-0430

*First Class Mail*

WASHINGTON COUNTY TREASURER  
PO BOX 889  
WASHINGTON, IA 52353

**Fansteel Inc. 2002 Service List**

Case No. 02-10109 (JJF)

Doc. #38494

15 - Hand Delivery

46 - First Class Mail

02 - Express Mail

17- 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 & Weintraub 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 & Weintraub 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 2207

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 Landis, Esquire

Landis Rath & Cobb LLP

919 Market Street, Suite 600

P.O. Box 2087

Wilmington, DE 19801

*Hand Delivery*

*(TTI Metals)*

Toby 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

8<sup>th</sup> Floor, Suite 800

Wilmington, DE 19801

*Hand Delivery*

*(Advance Services, Inc)*

Bruce W. McCullough, Esquire

McCullough & McKenty, PA

824 Market Street, 4<sup>th</sup> Floor

PO Box 397

Wilmington, DE 19899-0397

*Hand Delivery*

*(Counsel for CIT)*

Edward B. Rosenthal, Esquire

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, 17<sup>th</sup> 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, 7<sup>th</sup> Floor  
PO Box 410  
Wilmington, DE 19899

***Hand Delivery***

)  
District Director  
IRS  
409 Silverside Road  
Wilmington, DE 19809

***Hand Delivery***

(Tama State Bank)  
Carl N. Kunz, III, Esquire  
Morris, James, Hitchens & Willimas LLP  
222 Delaware Avenue, 10<sup>th</sup> Floor  
P.O. Box 2306  
Wilmington, DE 19899

***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***

Robert Szwajkos, Esquire  
Daniel P. Mazo, Esquire  
Curtin & Heefner, LLP  
250 N. Pennsylvania Avenue  
Morrisville, PA 19067

***First Class Mail***

)  
Patrick M. Goy, Managing Director  
Lincoln Partners  
200 West Madison St., Suite 2100  
Chicago, IL 60601

***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***

)  
Peter K. Shelton  
Benesch, Friedlander, Coplan & Arnoff LLP  
2300 BP Tower  
Cleveland, OH 44114-2378

***First Class Mail***

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

***First Class Mail***

(Pension Benefit Guaranty Corporation)  
Charles L. Finke, Esquire  
Assistant General Counsel  
Rhonda N. Baird, Esquire  
Office of the General Counsel  
1200 K Street, N.W.  
Washington, DC 20005-4026

***First Class Mail***

)  
Securities & Exchange Commission  
15<sup>th</sup> & Pennsylvania Ave., N.W.  
Washington, DE 20020

***First Class Mail***

)  
Secretary of State  
Division of Corporations  
Franchise Tax  
P.O. Box 7040  
Dover, DE 19903

***First Class Mail***

(Wellmark, Inc)  
Jeffrey W. Courter  
Nyemaster, Goode, Voigts, West Hansell  
& O'Brien, P.C.  
700 Walnut, Suite 1600  
Des Moines, IA 50309-3899

***First Class Mail***

(Saegertown Manufacturing Company, Inc.)  
Mark G. Claypool  
Knox McLaughlin Gornall & Sennett, PC  
120 West Tenth Street  
Erie, PA 16501

***First Class Mail***

(Pension Benefit Guaranty Corporation)  
Rhonda N. Baird, Esquire  
Pension Benefit Guaranty Corporation  
Office of the General Counsel  
1200 K Street, N.W.  
Washington, DE 20005-4026

***First Class Mail***

(Ken Burton, Jr. Manatee County Tax  
Collector)  
Susan D. Profant  
P.O. Box 25300  
Bradenton, FL 34206-5300

***First Class Mail***

(Hidalgo County, City of McAllen)  
Lori Robertson  
Linebarger Gogggan Blair Pena & Sampson,  
LLP  
1949 South IH 35 (78741)  
P.O. Box 17428  
Austin, TX 78760-7428

***First Class Mail***

(Reade Manufacturing Company)  
Jerrold S. Kulback  
Archer & Greiner, P.C.  
One Centennial Square  
East Euclid Avenue  
P.O. Box 3000  
Haddonfield, NJ 08033-0968

***First Class Mail***

(American National Bank & Trust Company  
of Chicago)  
Marc Fenton, Esquire  
Bank One, NA  
1 Bank One Plaza, 11<sup>th</sup> Floor  
Chicago, IL 60670

***First Class Mail***

(Pa. Department of Community and  
Economic Development (PIDA))  
Bill Eggleston  
PIDA Office  
Commonwealth Keystone Building  
400 North Street, 4<sup>th</sup> Floor  
Harrisburg, PA 17120

***First Class Mail***

(Pa. Department of Community and  
Economic  
Development (PIDA))  
Nancy J. Kippenhan  
Commonwealth of Pa. Dept. of community  
& Economic Development  
Commonwealth Keystone Building  
400 North Street, 4<sup>th</sup> Floor  
Harrisburg, PA 17120

***First Class Mail***

(Toyota Motor Credit Corporation)  
Robert T. Aulglur, Jr.  
Kristi J. Doughty  
313 N. Dupont Hwy., Suite 110  
PO Box 617  
Odessa, DE 19730

***First Class Mail***

(The Boeing Company, GE Company,  
McDonnell Douglas Corp., TriMas Corp.,  
Millennium Petrochemicals, Inc., Northrop  
Grumman Corp)  
S. William Livingston, Jr.  
Michael St. Patrick Baxter  
Edward H. Rippey  
Covington & Burling  
1201 Pennsylvania Ave., N.W.  
Washington, DC 20004-2401

***First Class Mail***

(Missouri Dept of Revenue)  
Gary L. Barnhart  
Special Assistant Attorney General  
Missouri Dept of Revenue  
General Counsel's Office  
301 W. High Street, Room 670  
PO Box 475  
Jefferson City, MO 65105-0475

***First Class Mail***

)  
Stephen Woloshin  
Karsten Precision  
PO Box 82000  
Phoenix, AZ 85071-2000

***First Class Mail***

)  
Kathleen Strandes, Office Mgr.  
Steamaster Co., Inc.  
275 Veterans Blvd.  
Rutherford, NJ 07070

***First Class Mail***

(Glass, Molders, Potters, Plastics & Allied  
Workers  
International Union, AFL-CIO)  
R. Matthew Pettigrew, Jr., Esquire  
Markowitz & Richman  
1100 North American Building  
121 South Broad Street  
Philadelphia, PA 19107

***First Class Mail***

(Southern California Gas Company)  
Allan H. Ickowitz, Esquire  
Nossaman, Guthneer, Knox & Elliott, LLP  
445 South Figueroa Street, 31<sup>st</sup> Floor  
Los Angeles, CA 90071

***First Class Mail***

(Taegu Tec Americas)  
Louis P. Rochkind, Esquire  
Frank Aiello, Esquire  
Jaffee, Raitt, Heuer & Weiss  
One Woodward Avenue, Suite 2400  
Detroit, MI 48226

***First Class Mail***

)  
Bankruptcy Administration  
IOS Capital, LLC  
1738 Bass Road  
PO Box 13708  
Macon, GA 31280-3708

***First Class Mail***

(State of Oklahoma)  
Kelly Hunter Burch, Asst. Atty. Gen.  
Stan A. Koop, Asst. Atty. Gen.  
Oklahoma Attorney General's Office  
4545 N. Lincoln, Suite 260  
Oklahoma City, OK 73105

***First Class Mail***

(Dallas County)  
Elizabeth Weller  
Linebarger Goggan Blair Pena & Sampson,  
LLP  
2323 Bryan St.  
1720 Univision Center  
Dallas, TX 75201

***First Class Mail***

(General Electric Capital Corporation)  
Conrad K. Chiu, Esquire  
Pitney, Hardin, Kipp & Szuch LLP  
685 Third Avenue  
New York, NY 10017

***First Class Mail***

(Regen Capital I, Inc.)  
Elliot H. Herskowitz  
Regen Capital I, Inc.  
PO Box 626  
Planetarium Station  
New York, NY 10024

***First Class Mail***

(American National Bank & Trust Co. of  
Chicago)  
Mark P. Naughton, Jr., Esquire  
Piper Marbury Rudnick & Wolfe  
203 North LaSalle Street, Suite 1800  
Chicago, IL 60601

***First Class Mail***

(CitiCapital Commercial Corporation)  
Attn: Bankruptcy Unit  
P.O. Box 140729  
Irving, TX 75014

***First Class Mail***

R.C. Industrial Welding  
Attn. Roger Clement  
140 Mesa Vista Drive  
Bishop, CA 93514

***First Class Mail***

(AT&T Corporation)  
Judith Archer, Esquire  
295 North Maple Avenue, Room 1128M1  
Basking Ridge, NJ -7920-1002

***First Class Mail***

(CIT Group/Equipment Financing, Inc.)  
Brian D. Stewart, Esquire  
Reed Smith LLP  
1650 Market Street  
Philadelphia, PA 19103

***First Class Mail***

(Milchap Products, Inc.)  
David W. Letto  
Milchap Products Inc.  
17000 W. Rogers Drive  
PO Box 510010  
New Berlin, WI 53151-0010

***First Class Mail***

(American Express Travel Related SVCS  
Co Inc Corp Card)  
Barbara K. Hamilton, Esquire  
H. Livingston, Esquire  
Raymond E. Kenny, Esquire  
Becket & Lee LLP  
PO Box 3001, Depart. AC  
Malvern, PA 19355-0701

***First Class Mail***

(CitiCapital Commercial Corp. f/k/a/  
Associates Commercial Corp.)  
Sergio I. Scuteri, Esquire  
211 Benigno boulevard, Suite 201  
Bellmawr, NJ 08031

***First Class Mail***

(CIT Technology Financing)  
Geoffrey J. Peters  
Weltman, Weinberg & Reis Co., LPA  
175 South Third St., Suite 900  
Columbus, OH 43215

***First Class Mail***

(Environmental Protection Agency)  
Frederick S. Phillips  
Environment & Natural Resources Div.  
US Dept. of Justice  
PO Box 7611  
Washington, DC 20044

***First Class Mail***

Alfred Llerias  
MSC Industrial Supply  
75 Maxess Road  
Melville, NY 11747

***First Class Mail***

(Northern Trust Company)  
ATTN: William R. Kopp  
50 S. LaSalle Street, M-10  
Chicago, IL 60675,

***First Class Mail***

Michael DuFrayne  
Executive Sounding Board Associates, Inc.  
1500 John F. Kennedy Blvd., Suite 1730  
Philadelphia, PA 19102

***First Class Mail***

Jeffrey Rich  
Kirkpatrick & Lockhart  
599 Lexington Ave.  
New York, NY 10016

***Express Mail***

(Nuclear Regulatory Commission))  
Richard Gladstein, Esquire  
U.S. Department of Justice  
Environmental Enforcement Section  
PO Box 7611  
Washington, DC 20044

***Express Mail***

)  
Secretary of Treasury  
P.O. Box 7040  
Dover, DE 19903

***Overnight Delivery***

(Counsel for Debtors)  
Jeffrey S. Sabin, Esquire  
Schulte, Roth & Zabel LLP  
919 Third Avenue  
New York, NY 10022

***Overnight Delivery***

(Counsel for CIT)  
Vivek Melwani, Esquire  
Fried, Frank, Harris, Shriver & Jacobson  
One New York Plaza  
New York, NY 10004

***Overnight Delivery***

)  
Nathan Fuchs  
Patricia Schrage  
U.S. Securities and Exchange Commission  
Northeast Regional Office  
233 Broadway  
New York, NY 10279

***Overnight Delivery***

)  
Ms. Leah Tremper  
License Fee & Accounts Receivable Branch  
Office of the Chief Financial Officer  
U.S. Nuclear Regulatory Commission  
Mail stop T-9E10--Two White Flint North  
11545 Rockville Pike  
Rockville, MD 20852-2738

***Overnight Delivery***

)  
Ellis Merschoff, Regional Administrator  
Attention: Dr. Blair Spitzberg  
U.S. Nuclear Regulatory Commission  
Region IV  
Harris Tower  
611 Ryan Plaza Drive, Suite 400  
Arlington, TX 76011-8064

***Overnight Delivery***

)  
Stuart Treby, Esquire  
Assistant General Counsel  
Office of the General Counsel  
Attention: Stephen Lewis  
U.S. Nuclear Regulatory Commission  
Mail stop 0-15D21--One White Flint North  
11555 Rockville Pike  
Rockville, MD 20852-2738

***Overnight Delivery***

)  
John Cordes, Solicitor  
U.S. Nuclear Regulatory Commission  
Mail stop 0-15D21--One White Flint North  
11555 Rockville Pike  
Rockville, MD 20852-2738

***Overnight Delivery***

)  
Melvyn Leach  
Chief Fuel Cycle Licensing Branch  
Office of Nuclear Materials Safety &  
Safeguards  
Attention: Ms. Leslie Fields  
Mail Stop T-8A33--Two White Flint North  
11545 Rockville Pike  
Rockville, MD 20852-2738

***Overnight Delivery***

)  
Larry Camper, Chief Decommissioning  
Branch  
Office of Nuclear Materials Safety &  
Safeguards  
Attention: Dr. Blair Spitzberg  
Attention: Thomas Fredrichs  
Mail stop T-7F27--Two White Flint North  
11545 Rockville Pike  
Rockville, MD 20852-2738

***Overnight Delivery***

)  
Document Control Desk  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Rockville, MD 20852-2738

***Overnight Delivery***

(Counsel for the Committee of Unsecured  
Creditor)  
Frances Gecker, Esquire  
Neal, Gerber & Eisenberg LLP  
2 North LaSalle Street  
Chacago, IL 60602

***Overnight Delivery***

(Counsel for Post-Petition Lender)

Gary T. Zussman, Esquire

Goldberg Kohn Bell Black Rosenbloom &  
Moritz, Ltd.

55 E. Monroe St., Suite 3700

Chicago, IL 60603

***Overnight Delivery***

)

Jeanne M. Jorgensen, Esquire

Allen Matkins Leck Gamble & Mallory

1900 Main Street, 5<sup>th</sup> Floor

Irvine, CA 92614

***Overnight Delivery***

)

Keith Chapman

Congress Financial Corp (Central)

150 S. Wacker Drive, Suite 2200

Chicago, IL 60606

***Overnight Delivery***

)

Mr. George Knehr, Chief

Self-Insurance Division

Bureau of Worker's Compensation

1171 S. Cameron St., Room 103

Harrisburgh, PA 17104

***Overnight Delivery***

)

James M. Malley

Angelo, Gordon & Co.

245 Park Avenue

26th Floor

New York, NY 10167

***Overnight Delivery***

Sarah E. Penn

Assistant Attorney General

Office of Attorney General

4545 North Lincoln Blvd.

Suite 260

Oklahoma City, OK 73105