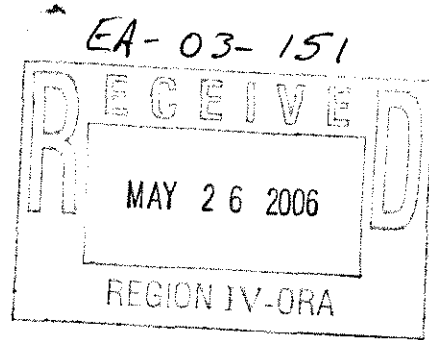


TEAM Industrial Services, Inc.

200 Hermann Drive
Alvin, TX 77511
Phone: 281/388-5673
Fax: 281/388-5693



May 19, 2006

U.S. NRC Region IV
Texas Health Resources Tower
611 Ryan Plaza, Suite 400
Arlington, TX 76011-4005

Attention: Mr. Michael Vasquez

Re: Cooperheat-MQS, Inc. Bankruptcy

Dear Sir:

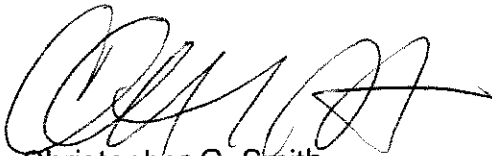
As discussed during our recent telephone conversation Team Industrial Services provides the following:

After consulting our in-house council we are under the impression that Team Industrial Services is not liable for the proposed fine. Please find attached a copy of the court documents for your review. Specifically, please refer to section z of the document which indicates that Team Industrial Services is not obligated for any Cooperheat-MQS debts.

As to the status of the Cooperheat-MQS we believe that the estate may have entered in the Chapter 7; however, I am not certain.

I hope that this is adequate in assisting you and your efforts to draw this to conclusion. If not, or if should you have any additional questions, please contact me at (281)388-5673.

Sincerely,



Christopher G. Smith
Corporate Radiation Safety Officer

CGS

Cc: File

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	
INTERNATIONAL INDUSTRIAL SERVICES, INC.,	§	Case No. 03-48272-H2-11
COOPERHEAT-MQS, INC.,	§	Case No. 03-48273-H2-11
Debtors.	§	JOINTLY ADMINISTERED UNDER
	§	CASE NO. 03-48272-H2-11
	§	(Chapter 11)

ORDER (A) APPROVING THE SALE OF CERTAIN ASSETS OF THE DEBTORS FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS PURSUANT TO 11 U.S.C. § 363, (B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN UNEXPIRED LEASES AND EXECUTORY CONTRACTS, AND (C) GRANTING RELATED RELIEF # 476

On consideration of the Motion (the "Sale Motion") of International Industrial Services, Inc. ("International") and Cooperheat-MQS, Inc. ("CMI") (collectively, the "Sellers"), by and through their counsel, Bracewell & Patterson, L.L.P., as debtors and debtors-in-possession, for an order (the "Order"), *inter alia*, pursuant to Sections 105, 363 and 365 of the United States Bankruptcy Code (the "Bankruptcy Code") and Bankruptcy Rules 6004 and 6006 authorizing the sale, assumption and assignment to Team Acquisition Corp., (the "Purchaser") of those assets, including certain executory contracts, leases and permits, used or useful in or related to the operations at the Sellers' Assets (the "Assets"), pursuant to the terms of the Asset Purchase Agreement and Schedules thereto by and among the Sellers, the Purchaser, and Team, Inc. (the "Guarantor") (the "Purchase Agreement"); and a hearing on the Sale Motion having been held on August 5, 2004 (the "Sale Hearing"), at which facts regarding the sale were established by the testimony of witnesses, exhibits introduced into evidence, and representations made by the attorneys representing the Sellers and other parties in interest; and the Court having jurisdiction to consider and determine the Sale Motion in accordance with 28 U.S.C. §§ 157 and 1334; and

due notice of the Sale Motion having been provided, and it appearing that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED:

General

A. All capitalized terms not otherwise defined in this Order have the meanings ascribed to such terms in the Sale Procedures Order (defined below), the Sale Motion or the Purchase Agreement.

B. The Court has jurisdiction to consider the Sale Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334. The Sale Motion is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in the Court under 28 U.S.C. §§ 1408 and 1409.

C. The statutory predicates for the relief sought in the Sale Motion are Sections 105(a), 363(b), (f) and (m), and 365(a), (b) and (f) of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006.

D. On May 24, 2004, the Court entered the Agreed Order on Expedited Motions for Order Approving Bid Procedures (Docket No. 334) (the "Sale Procedures Order"), pursuant to which the Court, *inter alia*, authorized the Sellers, in the event that they received a Qualified Bid in addition to Purchaser's, to conduct an auction involving the Assets (the "Auction") and approved the bidding procedures set forth in the Sale Procedures Order (the "Bidding Procedures").

E. As evidenced by the notices and certificates of service filed with the Court [Docket Nos. 478, 485, 486, 489, 493, 494, 495, 496, 498, 499, and 503], and based on the representations of counsel at the hearing, (i) proper, timely, adequate, and sufficient notice of the Sale Motion, the transactions specified therein (including the assumption and assignment of the Assumed Contracts (as defined herein)), the Sale Procedures Order, the Bidding Procedures, the

Auction and the Sale Hearing has been provided in accordance with Sections 102, 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014; (ii) such notice was good and sufficient and appropriate under the particular circumstances; and (iii) no other or further notice of the Sale Motion, the transactions specified therein (including the assumption and assignment of the Assumed Contracts), the Sale Procedures Order, the Bidding Procedures, the Auction, the Sale Hearing and the entry of this Order is required. The Notice provided for in the Sale Procedures Order is deemed proper notice to any interested parties whose identities are unknown to the Sellers.

F. The Sale Motion and Notices of the hearing on the Sale Motion were duly served on all persons and entities who hold or may hold Claims, Liens, and Interests against the Debtors or the Assets. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities.

The Bankruptcy Case

G. On December 31, 2003, the Debtors filed in this Court voluntary petitions for relief under Chapter 11 of the Bankruptcy Code (the "Cases"). The Debtors continue to operate their businesses and manage their properties and assets as debtors-in-possession under Bankruptcy Code Sections 1107(a) and 1108. On 2004, this Court entered an order permitting these Cases to be jointly administered for procedural purposes only.

The Sale Process for the Purchased Assets

H. The Sellers, through their investment bankers, Houlihan Lockey Howard & Zukin Capital, have marketed the Assets diligently, in good faith and in a commercially reasonable manner to secure the highest and best offer or offers therefor. In addition, the Sellers delivered the Sale Procedures Order, the Bidding Procedures, and the Sale Motion to each of the entities that had previously expressed an interest in the Assets. All prospective purchasers who had

submitted initial bids on or prior to July 16, 2004, pursuant to the Sales Procedures Order, were provided with notice of the Sale Committee's selection of the Stalking Horse and the auction scheduled for 1:00 p.m. on July 21, 2004. However, no other prospective purchasers appeared at the auction.

I. Under the Bidding Procedures, the Purchaser submitted the highest and best offer for the Assets on terms and conditions set forth in the Purchase Agreement.

J. The Bidding Procedures afforded a full, fair and reasonable opportunity for any entity to make a higher or better offer to purchase the Assets and no higher or better offer than that of Purchaser has been made.

K. The Sellers and the Purchaser have complied with the Sale Procedures Order and the Bidding Procedures in all respects.

The Sale of the Assets to the Purchaser

L. The transactions effectuating, and the terms and conditions governing, the sale of the Assets to the Purchaser are embodied in the Purchase Agreement, which is attached hereto as **Exhibit "A."** A description of the Assets is contained in the Purchase Agreement. Moreover, a description of the executory contracts and unexpired leases that the Purchaser is assuming is contained in **Exhibit "B"** hereto (collectively, the "Assumed Contracts").

M. The Purchase Agreement provides that the sale of the Assets shall be free and clear of all Liens, Claims and Interests, which are defined in the Purchase Agreement.

N. Sellers *are selling all of the estate's interest in the Assets,* are the lawful owners of the Assets.

O. The Purchase Agreement was negotiated, proposed, and entered into by and between the Purchaser and the Sellers without collusion, in good faith, and from arms-length bargaining positions. Neither the Sellers nor the Purchaser has engaged in any conduct that would cause or permit the application of Bankruptcy Code Section 363(n) to the sale, including

having the Purchase Agreement voided, the recovery of excess value, or the imposition of punitive damages.

P. There exist no agreements between any person and the Purchaser or the Guarantor regarding the sale other than as set forth or authorized in the Purchase Agreement. Neither Purchaser nor Guarantor is an "insider" of any of the Debtors, as that term is defined in Section 101 of the Bankruptcy Code. The Purchaser is a good faith purchaser in accordance with Section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. Absent a stay of the effectiveness of this Order, the Purchaser will be acting in good faith within the meaning of Bankruptcy Code Section 363(m) in closing the transactions under the Purchase Agreement, including the assumption and assignment of the Assumed Contracts.

Q. The Assumed Contracts to be assumed and assigned to the Purchaser are valid and binding, in full force and effect, and enforceable in accordance with their terms, and are property of the Debtors' estates pursuant to Section 541 (a) of the Bankruptcy Code.

R. The terms and conditions of the Purchase Agreement and the closing deliveries to be made by the Purchaser under the Purchase Agreement (including without limitation the Purchaser's payment to the Sellers of the Purchase Price) (i) are fair and reasonable, (ii) valid, binding and enforceable, (iii) constitute the highest and best offer for the Assets, (iv) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative and (v) constitute reasonably equivalent value and fair consideration for the Assets.

S. The transactions contemplated by the Purchase Agreement will, upon consummation thereof (the "Closing"), (i) be a legal, valid and effective transfer of the Assets to the Purchaser with no further action required on the part of the Debtors or the Sellers (as defined in the Purchase Agreement) and (ii) vest the Purchaser with good title to the Assets free and clear

of all Liens, Claims and Interests, except as expressly permitted by the Purchase Agreement, to the maximum extent permitted by the Bankruptcy Code.

T. The Purchaser and the Guarantor would not have entered into the Purchase Agreement and will not consummate the transactions described in the Purchase Agreement (thus adversely affecting the bankruptcy estate and its creditors) if the sale of the Assets and the assignment of the Assumed Contracts is not free and clear of all Liens, Claims and Interests, except as expressly permitted by the Purchase Agreement. In particular, the Purchaser and the Guarantor would not have entered into the Purchase Agreement if the sale of the Assets and the assignment of the Assumed Contracts were not free of any claim based on a theory of successor or transferee liability.

U. The relief sought in the Sale Motion, including approval of the Purchase Agreement and consummation of the transactions contemplated therein, is in the best interests of the Debtors, their bankruptcy estates, creditors, and all parties in interest. The sale must be approved and consummated promptly in order to preserve the viability of the Debtors' Assets as a going concern and to maximize the value of the Debtors' estates.

V. Upon entry of this Order, the Sellers have all the corporate or organizational power and authority necessary to consummate the transactions contemplated by the Purchase Agreement, irrespective of the status of their corporate charters or right to conduct business in any state.

W. Except as otherwise provided in this Order, no consents or approvals, other than this Order and those expressly provided for in the Purchase Agreement, are required for the Sellers to consummate the transactions contemplated by the Purchase Agreement.

X. The Debtors have demonstrated good, sound and sufficient business purpose and justification, and it is a reasonable exercise of their business judgment, to (i) sell the Assets on

the terms and conditions set forth in the Purchase Agreement; (ii) assume and assign the Assumed Contracts to the Purchaser; and (iii) consummate all transactions contemplated by the Purchase Agreement, and the sale, assumption and assignment of the Assets is in the best interests of the Debtors, their estates and creditors.

Y. The provisions of Sections 363 and 365 of the Bankruptcy Code have been complied with and are applicable to the sale of the Assets.

Z. The Debtors may consummate the transactions and transfer the Assets free and clear of all Liens, Claims and Interests, except as expressly permitted by the Purchase Agreement, because one or more of the standards set forth in Section 363(f)(1)(5) of the Bankruptcy Code has been satisfied. All parties with Liens, Claims and Interests of any kind or nature whatsoever in the Assets, except as expressly permitted by the Purchase Agreement, who did not object to the Sale Motion and the relief requested therein, or who withdrew their objections to the transactions, are deemed to have consented pursuant to Sections 363(f)(2) and 365 of the Bankruptcy Code. All parties with Liens, Claims and Interests of any kind or nature whatsoever in the Assets, except as expressly permitted by the Purchase Agreement, who did object to the Sale Motion and the relief requested therein fall within one or more of the other subsections of Sections 363(f) and 365 of the Bankruptcy Code and are adequately protected by having their Liens, Claims and Interests attach to the net proceeds of the transactions with the same validity, enforceability, priority, force and effect that they now have as against the Assets, subject to the rights, claims, defenses, and objections, if any, of the Debtors and all parties in interest with respect to such Liens, Claims and Interests.

AA. Except as otherwise provided in the Purchase Agreement, consummation of the transactions will not subject the Purchaser and Guarantor to any debts, liabilities, obligations, commitments, responsibilities or claims of any kind or nature whatsoever, whether known or

unknown, contingent or otherwise, existing as of the date hereof or hereafter arising, of or against the Debtors, any affiliate of the Debtors, or any other person by reason of such transfers and assignments, including, without limitation, based on any theory of antitrust, successor or transferee liability.

BB. To the extent that the Assets constitute all or substantially all of the assets of any of the Debtors, substantial and sufficient exigencies exist that permit the Assets to be sold outside of the context of a plan of reorganization.

CC. Consummation of the Purchase Agreement does not effect a de facto merger of any of the Debtors and the Purchaser or Guarantor or result in the continuation of any of the Debtor's businesses under the Purchaser's or Guarantor's control. Neither the Purchaser nor the Guarantor is the alter ego of or a successor-in-interest to any of the Debtors, nor is the Purchaser or the Guarantor otherwise liable for any of Debtors' debts and obligations, except to the extent otherwise provided for in the Purchase Agreement.

DD. The Debtors and, if applicable, the Purchaser have (i) cured, or have provided adequate assurance of cure, of all defaults under the Assumed Contracts, if any, existing before the date of this Order, within the meaning of Bankruptcy Code Section 365(b)(1)(A) and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default before the date of this Order under the Assumed Contracts, if any, within the meaning of Bankruptcy Code Section 365(b)(1)(B), and the Purchaser has provided adequate assurance of its future performance of and under the Assumed Contracts, within the meaning of Bankruptcy Code Section 365(b)(1)(C).

ACCORDINGLY, THE COURT HEREBY ORDERS THAT:

General Provisions

1. The findings of fact made above and the conclusions of law stated herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any finding of fact shall later be determined to be a conclusion of law, it shall be so deemed, and to the extent that any conclusion of law shall later be determined to be a finding of fact, it shall be so deemed.

2. The Sale Motion is GRANTED and APPROVED in its entirety.

3. All parties in interest have had the opportunity to object to the relief requested in the Sale Motion and to the extent that objections to the Sale Motion or the relief requested therein have not been withdrawn, waived or settled, such objections and all reservations of right included therein, are overruled on the merits. The parties who did not object, or who withdrew their objections, to the Sale Motion are deemed to have consented pursuant to Section 363(f)(2) of the Bankruptcy Code.

Approval of the Purchase Agreement

4. The Purchase Agreement and all of the terms and conditions contained therein are approved in their entirety and are binding upon the parties thereto. Upon entry of this Order, the covenants, to the extent (if any) not already enforceable by their terms, shall be fully enforceable by the parties to the Purchase Agreement in accordance with and subject to the terms and conditions of the Purchase Agreement, effective retroactive to the effective date of the Purchase Agreement.

5. The approval by the Debtors of the sale of the Assets and the terms and conditions contemplated by the Purchase Agreement, including, without limitation, the closing of the

transactions contemplated by the Purchase Agreement, are hereby approved pursuant to Sections 105(a), 363(b) and (f) of the Bankruptcy Code.

6. The Debtors are authorized and directed, pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code, to perform all of their obligations pursuant to the Purchase Agreement and to execute such other documents and take such other actions as are reasonably necessary to consummate the transactions contemplated by the Purchase Agreement.

Transfer of the Assets to the Purchaser

7. Except as expressly provided in the Purchase Agreement, pursuant to Sections 105(a), 363(f), and 365 of the Bankruptcy Code, upon the Closing, the Assets shall be sold, transferred or otherwise conveyed to Purchaser, and will vest Purchaser with good title to the ^{*Deltar*} Assets, free and clear of all Liens, Claims and Interests, with all such Liens, Interests and encumbrances to attach to the proceeds of sale of the Assets in the order of their priority, and with the same validity, priority, force and effect which they now have as against the Assets, subject to the rights, claims, defenses, and objections, if any, of the Debtors and all parties in interest with respect to such Liens, Claims and Interests.

8. Except as expressly provided in the Purchase Agreement, all persons or entities holding Liens, Claims and Interests in, to, or against the Assets shall be, and they hereby are, forever barred, estopped, restrained and permanently enjoined from asserting such Liens, Claims and Interests against Purchaser, Guarantor, their successors and assigns, the Debtors, or the Assets; provided that such persons or entities may assert such Liens, Claims and Interests with respect to the proceeds of the sale of the Assets and with respect to any Excluded Assets.

Assumption and Assignment of the Assumed Contracts

9. Subject to and conditioned on the Closing of the transactions contemplated in the Purchase Agreement, the Debtors are authorized pursuant to Section 365(a) of the Bankruptcy

Code to assume and assign to the Purchaser the Assumed Contracts identified on Exhibit B hereto.

10. Subject to and conditioned on the Closing of the transactions contemplated in the Purchase Agreement, pursuant to Bankruptcy Code Sections 105(a) and 365, the Debtors' assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms contained in the Purchase Agreement, of the Assumed Contracts is approved, and the requirements of Bankruptcy Code Section 365(b)(1) with respect thereto are deemed satisfied.

11. All Assumed Contracts subject to the Sale Motion are in full force and effect and have not been terminated by operation of law, their own terms or otherwise.

12. Upon Closing pursuant to the Purchase Agreement, the Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their terms, notwithstanding any provision in the Assumed Contracts (including, without limitation, those described in Sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer, and, pursuant to Section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further obligation or liability for any breach of the Assumed Contracts occurring after such assumption and assignment. Any portions of the property leases with respect to any of the Assumed Contracts that purport to permit the landlords thereunder to cancel the remaining term of any of such leases if Sellers discontinue their use or operation of the leased real property are void and of no force and effect, and shall not be enforceable against Purchaser, its assignees and subleases, and the landlords under such leases shall not have the right to cancel or otherwise modify such leases or increase the rent, assert any claim, or impose any penalty by reason of such discontinuation, Sellers' cessation of operations, the assignment of such leases to Purchaser, or the interruption of business activities at any of the leased premises.

13. Any Cure Costs under any of the Assumed Contracts are hereby deemed adequately provided for by virtue of the provisions for payment of the Cure Costs set forth in the Purchase Agreement.

14. The Cure Costs Amount set forth in Exhibit B of this Order shall be controlling notwithstanding anything to the contrary in any Assumed Contract or other document, and the non-debtor party to each Assumed Contract shall be forever barred from asserting any other claim arising prior to the Closing against the Debtors or the Purchaser.

15. The failure of the Debtors or the Purchaser to enforce any term or condition of any Assumed Contract shall not constitute a waiver of such term or condition or of the Debtors' or the Purchaser's rights to enforce every term and condition of the Assumed Contracts.

Miscellaneous Provisions

16. The consideration to be paid by the Purchaser for the Assets under the Purchase Agreement is fair and reasonable and may not be avoided under Bankruptcy Code Section 363(n).

17. This Order is and shall be effective as a determination that, upon the Closing, except as expressly provided in the Purchase Agreement, all Liens, Claims and Interests existing as to the Assets prior to the Closing have been unconditionally released, discharged and terminated in each case as to the Assets. All holders of recorded Liens, Claims and Interests on the Assets are hereby directed to prepare, and file promptly after Closing, releases of such Liens, Claims and Interests reasonably satisfactory to Purchaser.

18. This Order is and shall be binding upon and shall govern acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of fees, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other

persons and entities, who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that the Purchaser is the assignee of the Assets free and clear of Liens, Claims and Interests except as provided in the Purchase Agreement (all such entities being "Recording Officers"). All Recording Officers are authorized and specifically directed to strike recorded Liens, Claims and Interests against the Assets recorded prior to the date of this Order.

19. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system maintained by any Recording Officer. If any person or entity that has a filed financing statement or other documents or agreement evidencing Liens, Claims and Interests in the Assets shall not have delivered to the Sellers prior to Closing, in proper form for filing and executed by appropriate parties, termination statements, instruments of satisfaction, release of all Liens, Claims and Interests that the person or entity has with respect to the Assets, then (a) Purchaser is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets, and (b) Purchaser is hereby authorized to file, register or otherwise record a certified copy of this Order, without the exhibits hereto, which once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release and discharge of all Liens, Claims and Interests of any kind or nature whatsoever in the Assets.

20. Nothing in this Order shall be deemed to waive, release, extinguish, or estop the Debtors or their estates from asserting or otherwise impair or diminish any right (including without limitation any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of an Excluded Asset (as defined in the Purchase Agreement).

21. Except as otherwise provided in the Purchase Agreement, consummation of the transactions will not subject the Purchaser or the Guarantor to any debts, liabilities, obligations,

commitments, responsibilities or claims of any kind or nature whatsoever, whether known or unknown, contingent or otherwise, existing as of the date hereof, or hereafter arising, against the Debtors by reason of such transfers and assignments, including, without limitation, based on any theory of antitrust, successor or transferee liability, labor law, de facto merger, or mere substantial continuity.

22. Except with respect to enforcing the terms of the Purchase Agreement and/or this Order, absent a stay pending appeal, no person shall take any action to prevent, enjoin or otherwise interfere with consummation of the transactions contemplated in or by the Purchase Agreement or this Order.

23. The Purchase Agreement and any related agreement, documents or other instruments may be modified, amended, or supplemented through a written document signed by the parties in accordance with the terms thereof without further order of the Court; provided, however, that any such modification, amendment or supplement is neither material nor changes the economic substance of the transactions contemplated hereby.

24. In the absence of a stay of the effectiveness of this Order, in the event that the Purchaser and the Debtors consummate the transactions contemplated by the Purchase Agreement at any time after entry of this Order, then with respect to the transactions approved and authorized herein, the Purchaser, as a purchaser in good faith within the meaning of Section 363(m) of the Bankruptcy Code, shall be entitled to the protections of Section 363(m) of the Bankruptcy Code in the event this Order or any authorization contained herein is reversed or modified on appeal.

25. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

26. Except as otherwise expressly provided in the Purchase Agreement, Purchaser and Guarantor shall have no obligation to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any under-funding with respect to any and all pension plans) or any other payment with respect to employees or former employees of the Debtors. Except as otherwise expressly provided in the Purchase Agreement, Purchaser and Guarantor shall have no liability with respect to any collective bargaining agreement, employee pension plan, employee welfare or retention, benefit and/or incentive plan to which any Debtor is a party and relating to the Assets (including, without limitation, arising from or related to the rejection or other termination of any such agreement), and, except as expressly provided in the Purchase Agreement, Purchaser and Guarantor shall in no way be deemed a party to or assignee of any such agreement, and no employee of Purchaser and Guarantor shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are hereby enjoined from asserting against Purchaser any and all claims arising from or relating to such agreement. All notices, if any, required to be given to the Debtors' employees prior to Closing pursuant to the Workers Adjustment and Retraining Notification Act, or any similar federal or state law, shall be the sole responsibility and obligation of the Sellers, and Purchaser shall have no duties, responsibility, or liability therefore.

This paragraph 26 is entered on representation that there is no such known deal.

27. Until these Cases are closed or dismissed, the Court shall retain exclusive jurisdiction (a) to enforce and implement the terms and provisions of the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and each of the Agreement, documents and instruments executed therewith; (b) to compel transfer of the Assets to the Purchaser; (c) to compel the Purchaser to perform all of its obligations under the Purchase Agreement, including the payment of the Purchase Price; (d) to resolve any disputes, controversies or claims arising out of or relating to the Purchase Agreement, including without

limitation the adjudication of any cure required under Assumed Contracts; and (e) to interpret, implement and enforce the provisions of this Order.

28. The terms of this Order and the Purchase Agreement shall be binding on and inure to the benefit of the Debtors, the Purchaser, the Guarantor, and the Debtors' creditors and all other parties in interest, and other persons who received notice of the Sale Motion, and any successors of the Debtors, the Purchaser and the Debtors' creditors, including any trustee or examiner appointed in these Cases or any subsequent or converted cases of the Debtors under Chapter 7 or Chapter 11 of the Bankruptcy Code.

29. The provisions of this Order and any actions taken pursuant hereto shall survive entry of any order, which may be entered converting Debtors' Chapter 11 Cases to Chapter 7 cases, confirming or consummating any plan(s) of reorganization of Debtors, or dismissing any Debtors' Chapter 11 Cases or any subsequent case pursuant to Sections 303, 305 or 1112 of the Bankruptcy Code, and the terms and provisions of this Order shall continue in this or any superseding case under the Bankruptcy Code. The obligations of Debtors under this Order or the Purchase Agreement, as applicable, shall not be discharged by the entry of an order confirming a plan(s) of reorganization in any of the Debtors' Chapter 11 Cases. Any order granting conversion or dismissal or any of the Debtors' Chapter 11 Cases shall specifically provide that this Order shall survive such conversion or dismissal.

30. The failure to include or make reference to any particular provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of that provision, it being the intent of the Court and the parties that the Purchase Agreement be authorized in their entirety.

31. Any conflict between the terms and provisions of this Order and the Purchase Agreement shall be resolved in favor of this Order.

32. The Debtors are hereby authorized to perform each of the covenants and undertakings as provided in the Purchase Agreement prior to closing without further order of the Court.

33. All entities who are in possession of some or all of the Assets on the Closing are hereby directed to surrender possession of the Assets to Purchaser at Closing.

34. Subject to the fulfillment of the terms and conditions of the Purchase Agreement, as of the Closing, this Order shall be considered and constitute for all purposes a full and complete general assignment, conveyance and transfer of the Assets and/or a bill of sale transferring the Seller's title and interest in the Assets to the Purchaser, free and clear of all Liens, Claims and Interests.

35. In accordance with this Court's "Final Order (I) Authorizing the Debtors to (A) Enter Into Post-petition Financing From Ableco Finance LLC Pursuant to Section 105, 361, 362, 363, and 364 of the Bankruptcy Code and (B) Use Cash Collateral Pursuant to Section 363 of the Bankruptcy Code, and (II) Providing Adequate Protection and Granting Liens, Security Interests and Superpriority Claims" (the "DIP Financing Order") and the DIP Loan, at the Closing, all Pre-Petition Obligations (as defined in the DIP Loan) and the DIP Obligations (as defined in the DIP Financing Order) shall be repaid as and to the extent provided in the DIP Financing Order and the DIP Loan, and the ability to borrow under the DIP Loan shall terminate at the Closing.

36. As provided by Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately. The provisions of Bankruptcy Rules 6004(g) and 6006(d) staying the effectiveness of this Order for ten (10) days are hereby waived, and this Order shall be effective, and the parties may consummate the transactions contemplated by the Purchase Agreement immediately upon entry of this Order. Time is of the essence in closing the transaction and

parties to the Purchase Agreement shall be authorized to close the sale as soon as possible consistent with the terms of the Purchase Agreement.

37. Notwithstanding the terms of the Purchase Agreement, Debtors, Purchaser and Team, Inc. agree as follows: Any amounts which would be released to Purchaser from the Holdback Amount in the Holdback Escrow Agreement (the "Remaining Amount") shall remain in escrow with the Escrow Agent until the aggregate amount of cash finally distributed to holders of general non-priority unsecured claims of the Debtors (the "Distributed Amount") has been determined. (The value of any Warrants will not be included in determining the amount of cash so distributed.) If the Distributed Amount is less than \$1,000,000 in the aggregate, the Debtors and Purchaser shall cause the Escrow Agent to release to the Debtors (or the Plan Trustee of a Debtor if such Debtor's Plan of Reorganization has been confirmed) an amount equal to the lesser of (i) the Remaining Amount or (ii) 50% of the difference between \$1,000,000 and the Distributed Amount. The amount so released to the Debtors (or the Plan Trustee) shall be applied by the Debtors (or the Plan Trustee) in accordance with their confirmed Plans of Reorganization (or if a Debtor's Plan of Reorganization is not confirmed, in the order of priority provided by the Bankruptcy Code with respect to such Debtor). After such release to the Debtors or Plan Trustee, the Debtors and Purchaser shall cause the remaining portion, if any, of the Remaining Amount to be released to the Purchaser. This paragraph does not change or affect the release to Debtors of any other funds from the Holdback Amount. This paragraph shall constitute an amendment to the Purchase Agreement, and the Holdback Escrow Agreement shall be modified to reflect the agreement in this paragraph.

Dated: *Aug. 5, 2004*

Wesley W. Steen
HONORABLE WESLEY W. STEEN
UNITED STATES BANKRUPTCY JUDGE