

THOMSON

**Via Electronic Mail
Original to Follow by U.S. Mail**

Director
Office of Federal and State Materials
and Environmental Management Programs
Attention: Angela R. McIntosh,
Mail Stop T8-E24
U.S. Nuclear Regulatory Commission
Washington, DC 20555

May 13, 2009

Re: Response to Demand For Information

Dear Ms. McIntosh:

Per your request, Thomson Inc. submits the following in response to The Nuclear Regulatory Commission's ("NRC") Demand for Information:

First, the letter is addressed to an entity called "Thomson Tinos (formerly RCA Corporation)." I am not aware of any such entity and am not responding on their behalf. This letter ultimately reached me at Thomson Inc. and, as demanded by your office, even though the letter is not addressed to Thomson Inc, Thomson Inc. will respond. Please note Thomson Inc. is not the successor-in-interest to RCA Corporation. As I explained previously, it is my understanding GE acquired the stock of RCA Corporation in 1986 and, as you can see from the enclosed, merged RCA Corporation into itself in 1987. In late 1987, Thomson SA and GE entered into a Purchase Agreement wherein, relevant for this purpose, Thomson SA (through its subsidiaries) acquired certain assets from GE.

The spreadsheet previously provided by your office identifies certain properties that you are interested in. Enclosed please find an affidavit used in a lawsuit where Thomson Inc. was incorrectly named. The lawsuit involved the Camden NJ facility, which Thomson did not acquire from GE. The affidavit also attached excerpts from the GE/Thomson agreement that list the properties Thomson SA acquired.

In short, Thomson Inc. acquired two of the properties on the spreadsheet from GE—the one in Indianapolis at Sherman Drive and the one in Marion, Indiana (both listed on page 13 of the attached affidavit). Thomson Inc. subsequently sold these properties. The Marion facility was bought by Marion T, LLC. The Indianapolis Sherman Drive entity was purchased by an entity I understand has filed bankruptcy (see the enclosed).

Meggan Ehret, Deputy General Counsel
Thomson Inc.
101 W. 103rd Street, INH 3340, Indianapolis, IN 46290
Tel: 317-587-4966
Fax: 317-587-9638
meggan.ehret@thomson.net

To your specific inquiries, please see the following:

A. Explain how you ensure compliance with the NRC requirements applying to the possession, transfer, and disposal of tritium exit signs you have acquired. Identify and provide contact information for the individual you have appointed who is responsible for ensuring day to day compliance with these requirements.

RESPONSE: To the extent Thomson Inc. acquired any tritium exit signs, they have been transferred to the parties identified above and Thomson Inc. no longer has any in its possession. As Thomson Inc. does not own any tritium exit signs, there is no individual appointed to ensure the day-to-day compliance. Please note there are policies and guidelines in place at Thomson Inc. on hazardous materials and hazardous waste and sites are required to identify, handle, and dispose of waste in accordance with applicable regulations.

B. State the number of tritium exit signs you currently possess and the number of signs that, according to your records, should be in your possession.

RESPONSE: Thomson Inc. does not have any tritium exist signs and does not have any records reflecting the purchase of any tritium exit signs.

C. Explain the reasons for any discrepancy between the number of tritium exit signs you currently possess and the number of signs that should be in your possession.

RESPONSE: N/A

D. Describe any actions you have taken, or plan to take, to locate tritium exit signs that should be, but are not, in your possession.

RESPONSE: N/A

E. Describe any actions you have taken, or plan to take, to prevent future losses of tritium exit signs.

RESPONSE: N/A

I affirm, under the penalties for perjury, that the above representations are true and correct.

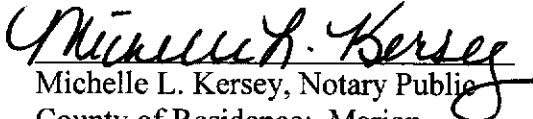
Dated: May 13, 2009

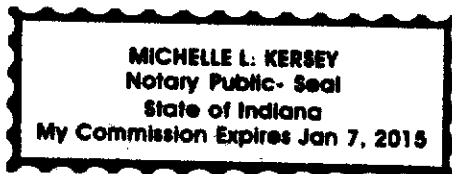

Meggan L. Ehret

Encl.

State of Indiana)
)
County of Hamilton)

Before me the undersigned, a Notary Public for Marion County, State of Indiana, personally appeared Meggan Ehret and acknowledged the execution of this instrument this 13th day of May, 2009.


Michelle L. Kersey, Notary Public
County of Residence: Marion
My Commission Expires: 01/07/2015



Meggan Ehret, Deputy General Counsel
Thomson Inc.
101 W. 103rd Street, INH 3340, Indianapolis, IN 46290
Tel: 317-587-4966
Fax: 317-587-9638
meggan.ehret@thomson.net

CHAPTER 11 BANKRUPTCY SALE

Former RCA/Thomson Electronics HQ

Office, Manufacturing, Warehouse & R&D Space

SIX BUILDINGS FROM 11,500-750,000 SQ. FT.

PLUS

1.5-ACRE AND 3.25-ACRE DEVELOPMENT SITES

BUY ONE, SEVERAL OR ALL PARCELS

Tremendous Upside Potential

SUGGESTED OPENING BIDS FROM \$35,000

PARCELS 6145 A-H

Sherman Park

**754 North Sherman Drive
Indianapolis, Indiana**

3.5 Miles to Downtown and 2.25 Miles to I-65

Auction Date: November 6, 2006

The Auction: On November 6, 2006, Sheldon Good & Company Auctions, LLC, (Auctioneer) and Steven L. Good, Licensed Indiana Real Estate Broker #IB51333965, will auction Sherman Park, the former RCA and Thomson Consumer Electronics headquarters, as detailed herein, conveniently located just east of downtown Indianapolis. This will be your only chance to purchase one, several or all, of this 1,200,000 square foot complex on 49-acres.

The Offering: These excellent office, warehouse, and manufacturing investment properties and development sites will be offered in an open outcry auction format. The Suggested Opening Bids will be as follows:

Parcel 6145A: \$400,000 - Buildings 1 & 2
Parcel 6145B: \$75,000 - LaSalle St. Parcel, 3.25 Acre Parking Lot
Parcel 6145C: \$350,000 - Building 7
Parcel 6145D: \$100,000 - Building 8
Parcel 6145E: \$50,000 - Powerhouse
Parcel 6145F: \$500,000 - Building 26
Parcel 6145G: \$1,000,000 - Main Building
Parcel 6145H: \$35,000 - Village Pantry 1.5 Acre Parking Lot

Auction Date & Location: The auction will take place on Monday November 6, 2006 at the Hilton Indianapolis, 120 West Market Street, Indianapolis, Indiana. Registration will take place at 2:00 p.m. and the auction will commence at 3:00 p.m.

Property Inspections: The property is open for inspection by appointment at 10:00 a.m. on the following dates:

Thursday, October 5

Thursday, October 12

Thursday, October 19

Friday, October 27

Note: Due to the size of the property, all site inspections will begin promptly at 10:00 a.m. at the main entrance to the management office of the property located north of Michigan Street off of Sherman Drive. **Please do not arrive late.**

Inspection Of The Property:

We encourage you and your experts, architects, contractors, etc. to attend as many On Site Inspections as you would like. These times are designed for our staff to spend time with you. We will

explain the auction procedures, review the due diligence materials available, and update you on the present condition of the property. If you wish to bring in technical, investigative or other types of property evaluation experts, and think you will need access to the property, please be advised that you will need to make an appointment in advance with Sheldon Good & Company Auctions, LLC for this type of inspection. Please call us at (312) 373-4300 to make the arrangements. Identification and registration are required at each On Site Inspection.

**Bidder's Information
Packet:**

A Bidder's Information Packet is available for the property. It includes the Purchase and Sale Agreement, preliminary commitment of title, detailed property information, copies of the real estate tax bills, local market information, and survey. It is available for \$75.00 at: (a) all On-Site Inspections; or (b) via mail or fax order, shipped second day Federal Express for the additional cost of \$20.00 per Packet for shipping. **The purchase of a Bidder's Information Packet is a requirement in order to bid during the auction.** See the Information Request Form at the end of this sheet for further details.

Bidding Procedure:

The property will be offered in an Open Outcry Auction format.

Location:

Sherman Park is located in the near east side of Indianapolis at the corner of Sherman Drive and Michigan Street. It is just 5 minutes east of downtown and offers easy access to both I-70 and I-65.

Directions:

From Downtown: Take US 40 East 2.9 miles to Sherman Drive, turn left. The property will be 3/10 miles north of the intersection of Michigan Street and Sherman Drive.

From I-70: Take the Rural St. exit (85A) and turn right heading south 1/10 mile to Massachusetts Ave. Turn left onto Massachusetts and follow 2/10 mile. Massachusetts Ave. will become 21st Street. Follow 21st Street 1/2 mile to Sherman Drive. Turn right and follow Sherman Drive 1.4 miles south to the property.

LOCAL AND MARKET INFORMATION:

Known for its central location, the Indianapolis Region is within a one-day drive of 75 percent of the U.S. and Canadian populations, making it a prime location for business. In 2004, KPMG found Indianapolis to have the fifth lowest business costs for large cities. Indiana University and Purdue University provide the Region with the resources to help businesses prosper. It is no wonder companies are relocating to the Indianapolis Region.

There's more to Indianapolis than just business. Cultural opportunities in the Region include a successful downtown mall, outdoor recreational activities at Geist and Morse Reservoirs, world renowned motor sports facilities and the world's largest Children's Museum.

The Indianapolis Region has a population of nearly two million, including the 12th largest city in the nation. It has experienced a healthy growth rate of 15.9 percent from 1990 to 2000, compared to the growth rate of 13.2 percent for the nation.

Indianapolis is an important transportation hub and is known nationwide as an excellent location for both warehousing and logistics. Known as the Crossroads of America, today more interstate freeways (I-65, I-69, I-70, and I-74) and federal highways (routes 31, 36, 40, and 52) cross in Indianapolis than any other major American city. The Indianapolis International Airport serves the city through 17 carriers and has a large FedEx facility located here. Rail connections are excellent, with a major Amtrak repair facility in the county. It is a well-known saying in the community here that "All Roads Lead to Indianapolis".

Economic diversity is what makes the Indianapolis Region successful. The Region has a rich history in automotive manufacturing and pharmaceuticals, progressing now into information technology, advanced manufacturing, life sciences, 21st century logistics, sports and motorsports. Companies are drawn to the market because of the transportation infrastructure, skilled workforce, progressive business incentives and high quality of life. This diversity creates a broad, vital and competitive economic base for the Region.

As the U.S. economy continued to strengthen throughout 2005, the supply and demand fundamentals in all sectors of the Indianapolis commercial real estate market showed signs of improvement. All property types in the Indianapolis industrial market had a successful 2005. Office/showroom, medium distribution, traditional bulk, modern bulk, flex and manufacturing, all enjoyed positive net absorption. With excellent growth in the amount of large bulk distribution product being built, the Indianapolis industrial market saw an influx of large tenants moving into both speculative and build-to-suit properties.

With a Regional workforce of approximately one million skilled, educated, hard-working and innovative people, the Indianapolis Region boasts productivity higher than the national average. A survey of the area's workforce showed that the Region has more than 100,000 workers who qualify for a better job.

Distance to Major Metro Areas

Cincinnati, OH	109 miles	Louisville, KY	122 miles
Columbus, OH	178 miles	Chicago, IL	179 miles
St. Louis, MO	257 miles	Atlanta, GA	532 miles
New York, NY	708 miles		

754 North Sherman Drive

Description:

Sherman Park is comprised of approximately 49 acres on the near east side of Indianapolis and is bounded by Sherman Drive on the east, Michigan Street on the south, LaSalle Street on the west and 9th Street on the north. The property contains approximately 1,244,900 square feet of manufacturing, warehouse and office space in six building groups. It is located within The Indianapolis Urban Enterprise Zone, which offers many benefits to tenants including state gross income tax exemption, employee wage tax credits, employee training funding and other various tax credits. The property is located just 5 minutes east of downtown and offers easy access to both I-65 and I-70. Metro Bus service stops at the property and the site is central to a large labor pool.

The property was originally developed in the 1920's as the headquarters for RCA. As RCA grew, it acquired all the land around it to expand its operation to the current size. The building numbers correspond to when the buildings were built, for instance, Building #1 is the oldest building, Building #2 was built second and so on with Building #32 being the newest facility. RCA numbered their buildings all across the country so gaps in numbering mean there were other facilities with those numbers not at this location.

RCA manufactured radios, televisions and pressed records at the site. In the late 1950's and early 60's the property was pressing Elvis records almost 24 hours a day, 7 days a week. In 1986 RCA was purchased by General Electric Company, then in 1987 GE sold the former RCA to Thomson Consumer Electronics, now called Thomson Multimedia. The Seller purchased the property from Thomson in 1995, prior to that the property had always been used as a single user facility.

Sherman Park is will be offered in eight separate parcels in this auction offering. Purchasers may purchase one several or all of the Parcels in this offering. The parcels are as follows:

Parcel A: Buildings #1 and #2. Building #1 is 175,000 square feet on four floors plus a basement, each floor has an equal square footage of 35,000. It has been used as an office building but can be used for many other purposes as the building was built as a multi-story manufacturing building, it features a cafeteria on the first floor, computer clean room on the second floor and high capacity telecommunications capability. Besides offering flexible office space this building is ideal for a back office or call center, off-site storage building, or a vocational and/or educational facility. Building #2 is a 100,000 square foot warehouse with ceiling heights up to 26' and two wide drive-in doors. It was previously used as a warehouse but could also be adapted to an employee fitness center, on-site workshop/machine shop for a school, or indoor parking for Building #1. Buildings #1 and #2 are connected both above and below ground.

Parcel B: 3.25 acre paved parking lot. Prior to being a parking lot for buildings #1 and #2 this entire block contained houses and is still zoned residential. It can possibly be redeveloped into residential, kept as a parking lot for Parcels A or C or converted to green space.

Parcel C: Building #7 a 69,000 square foot industrial building on approximately 3 acres. The building is currently fully leased until 2013 to one tenant who has occupied the building since 1996. The building features ceilings up to 24', 1,848 square feet of office and has 12 docks and two drive-in doors. Since 1995 the building has many new improvements including a new roof, dry sprinkler system, electrical wiring and plumbing. Parcel C offers bidders and excellent investment opportunity to purchase a fully leased building with over \$100,000 of Net Operating Income.

Parcel D: Building #8 is a 13,500 square foot former union hall and training center. The building features an auditorium on the first floor with 25' ceilings. The second floor has 4,400 square feet of office and training facilities. The entire building has been leased to one tenant since _____. This fully leased building offers the investor an excellent opportunity with \$_____ of Net Operating Income.

Parcel E: The Powerhouse building is an 11,200 square foot building on approximately one acre. The building used to house the chillers and boilers. All of this equipment has since been removed. One tenant has occupied this building June of 2001.

Parcel F: Building # 26 is a 127,800 square foot warehouse building on approximately 4.5 acres. It features ceiling heights up to 20', two loading docks and three drive-in doors. The building is 60% leased to five tenants that have been there between two and eight years. It offers an investor an excellent investment with tremendous upside potential and is currently generating over \$100,000 of Net Operating Income.

Parcel G: The main building is comprised of Buildings # 3, 4, 5, 6, 27, 28 and 32. The main building is a total of 750,000 square feet of office and warehouse space on 30 acres. It has twenty-two tenants occupying about 430,000 square feet. Buildings 3, 4 and 5 are the on the western half of the main building and contain 320,768 of single story warehouse space, all three of these portions of the main building have ceiling heights up to 22' and have 26 truck docks and three drive-in doors. Building #6 is 200,000 square feet on two floors, the first floor is 100,000 square feet of warehouse space with ceiling heights up to 17', 12 truck docks and three drive-in doors. The second floor is 100,000 square feet of office space that was originally warehouse space. The City of Indianapolis leases about 50,000 square feet of this space and uses it for its Department of Public Works and Department of Metropolitan Development. Building #28 is three floors each consisting of 22,800 square feet. The first floor is mainly warehouse with some office, the second floor is office space and the third floor is both office and warehouse space. The second and third floors contain a small business incubator and 12,000 square feet of furnished laboratory for R&D or product testing. Building #32 is 34,500 square feet on three floors. The first floor is 9,500 square feet of storage space, the second and third floors are offices as well as video studio space with 14' high ceilings suitable for photography or video production, a TV/Radio studio, and a 6,500 square foot auditorium with 20 foot ceilings perfect for meetings or performing arts theatre.

Parcel H: Village Pantry 1 1/2 acre parking lot. This parcel is at the Southeast corner of Michigan Street and Sherman Drive. The parcel does not include the Village Pantry but does include the land surrounding it. It is currently zoned residential, but could possibly used for either residential or commercial development.

PROPERTY SPECIFICATIONS:

<i>Area:</i>	Approximately \pm 49 Acres or 2,134,440 square feet
<i>Dimensions:</i>	Irregular
<i>Topography:</i>	Generally Level and at street grade.
<i>Zoning:</i>	C-S (Special Commercial District). The C-S designation is similar to a Planned Unit Development in a residential setting and allows for multiple uses of the property. Buildings contain different zonings including C-1, C-2, C-3 C-4, I-1-U, I-2-U, I-3-U, I-4-U and D-8. Please see the Bidder's Information Packet for complete zoning information.
<i>Tax I.D. Numbers and Real Estate Taxes (Spring 2006):</i>	82-114-112-000 - \$2,351.20 82-113-022-000 - \$717.45 82-114-007-000 - \$1,045.89 82-112-141-000 - \$8,704.15 82-113-044-000 - \$15,303.23 82-109-075-000 - \$15,208.58 82-113-047-000 - \$4,712.73 82-112-159-000 - \$349,374.34 82-109-016-000 - \$5,578.03 82-113-025-000 - \$2,109.68 82-109-024-000 - \$19,895.36 82-109-023-000 - \$230.37 82-113-045-000 - \$432.96 82-114-100-000 - \$3,301.43 82-109-031-000 - \$8,106.16 Total Taxes: \$435,171.56
<i>Frontage:</i>	Michigan Street - 2,030 feet Sherman Drive - 1,622 feet 9 th Street - 276 feet LaSalle Street - 828 feet North Street - 340 feet Tuxedo Street - 598 feet St. Clair Street - 348 feet
<i>Access:</i>	Three drive entrances off Sherman Drive, two drive entrances off Michigan Street, one drive entrance where North Street ends at the subject site and one drive entrance off Tuxedo Street.
<i>Parking:</i>	Paved and lighted parking for over 1,600 cars
<i>Flood Zone:</i>	Flood Zone C, as defined by the National Flood Insurance Program, Federal Emergency Management Agency, Panel #180159-0055-D.

- Environmental:** Please refer to the Bidder's Information Packet for complete environmental information. There is currently some remediation and monitoring on the property being preformed by General Electric Corporation, who is liable for the contamination.
- Rail Service:** Rail service provided by Conrail to Building 26. Previously there was rail access to the main building and building 7, however these spurs are no longer in service.
- Utilities:** Electricity - Indiana Power and Light, Three Phase, 480V, 240/120
Gas - Citizens Gas & Coke Utility
Water - Indianapolis Water Company
Sewer - Indianapolis Department of Public Works
- Leases:** All of the buildings with the exception of buildings one and two are full or partially leased. The entire property generates over \$1,700,000 of gross annual income. See the Bidder's Information Packet for copies of leases and complete financial information.

BUILDING SPECIFICATIONS:

Parcel	Sq. Ft.	Docks	DID	Floor Const.	Ceiling Height	Year Built	Office Sq. Ft.
A- Building 1	175,000	8	0	8.5" concrete	10' to 12'	1921	All
A- Building 2	100,470	0	2	6" concrete	14' to 20'	1939	1,250
C- Building 7	69,000	12	2	6" concrete	14' to 20'	1966	1,848
D- Building 8	13,500	0	1	4" concrete	20'	1954	6,500
E- Powerhouse	11,500	0	2	6" concrete	20'	1957	500
F- Building 26	127,800	2	3	6" concrete	18'4" to 20'	1965, '66, '78	2,350 mezzanine
H- Building 3	92,860	3	1	6" concrete	14' to 22'	1941	10,000
H- Building 4	119,476	11	1	6" concrete	14' to 22'	1941	0
H- Building 5	108,432	10	1	6" concrete	12' to 22'	1943	10,000
H- Building 6	200,000	12	1	6" concrete	15' to 17'	1956	110,000
H- Building 27	149,998	7	0	6" concrete	14' to 18'	1965	30,000
H- Building 28	63,424	1	0	4" concrete	11' to 17'	1965	40,641
H- Building 32	34,232	0	0	4" concrete	14'	1972	Private Offices, 6 Galleries and Design Studios

AUCTION INFORMATION:

- Why an Auction?** As part of Sherman Park L.P. Bankruptcy reorganization the seller has determined that the most cost-effective method of selling it on a timely basis is to offer it for sale at auction. The auction allows the Seller to avoid the continued costs and length of time associated with a conventional marketing program. The auction will be your only opportunity to purchase this property at your own price.
- Offering Method:** This property will be bid and offered in eight parcels with reserve subject to the Seller's acceptance within 10 business days from the auction. Bidders may purchase one, several or all of the Parcels. The parcels will be offered with Suggested Opening Bids as follows:
Parcel 6145A: \$400,000 - Buildings 1 & 2
Parcel 6145B: \$75,000 - LaSalle St. Parcel, 3.25 Acre Parking Lot
Parcel 6145C: \$350,000 - Building 7
Parcel 6145D: \$100,000 - Building 8
Parcel 6145E: \$50,000 - Powerhouse
Parcel 6145F: \$500,000 - Building 26
Parcel 6145G: \$1,000,000 - Main Building
Parcel 6145H: \$35,000 - Village Pantry 1.5 Acre Parking Lot
- Certified or Cashier's Check Required:** A certified or cashier's check is required to buy at the auction. The check is to be made payable to "*Chicago Title Insurance Company, as escrow agent*". No third party checks will be accepted. You must bring a certified or cashier's check to be able to buy in the amount as follows:
Parcel 6145A: \$40,000 - Buildings 1 & 2
Parcel 6145B: \$7,500 - LaSalle St. Parcel, 3.25 Acre Parking Lot
Parcel 6145C: \$35,000 - Building 7
Parcel 6145D: \$10,000 - Building 8
Parcel 6145E: \$5,000 - Powerhouse
Parcel 6145F: \$50,000 - Building 26
Parcel 6145G: \$100,000 - Main Building
Parcel 6145H: \$3,500 - Village Pantry 1.5 Acre Parking Lot
- Buyer's Premium:** All sales at auction shall provide that each purchaser pay a premium equal to 10% of the high bid price. This amount shall be added to the high bid and inserted in the Purchase and Sale Agreement to determine the total purchase price.
- Buy Back Fee:** In the event the Seller does not accept the highest bid, and does not execute the Agreement within the period stated in the Agreement following the auction, the Seller is obligated to pay the High Bidder a buy back fee. This is not a penalty, but a payment to the High Bidder

for having complied with the terms of the auction. The buy back fees for the parcels is as follows:

\$1,000- Parcels 6145 A, C, F and G \$500 - Parcels 6145 B, D, E and H

**Quick Closing
Incentive:**

Seller agrees that in the event the closing to the property occurs within five (5) days after Purchaser receives Notice (including notification by either facsimile or electronic mail transmission) of Seller's acceptance the Purchase and Sale Agreement, then the Total Cash Purchase Price for the Property pursuant to this Agreement shall be reduced by two (2%) percent.

**Standard
Closing Date:**

The closing shall occur on or before 45 days from the date of the auction.

**Auction Information
Center:**

Representatives of Sheldon Good & Company Auctions, LLC. Auctions, can be reached at our Auction Information Center to answer your questions, satisfy requests for information, and assist you in any other way possible. PLEASE DO NOT HESITATE TO CALL US AT ANY TIME WE CAN BE OF HELP. We have found that the most successful method of answering technical questions (which may require research) is for you to fax the questions to us. We can then research them and can usually respond either immediately or within a few hours. The owner has requested that neither brokers, nor prospective purchasers, contact the owner directly.

SHELDON GOOD & COMPANY AUCTIONS, LLC.

Telephone: (800) 315-2199

Fax: (312) 453-7833

OTHER INFORMATION:

- Property Condition:** The property is being sold on an "AS-IS, WHERE-IS" basis. We invite you and your experts (e.g., contractors, engineers, architects...) to inspect the property. We have provided several On-Site Inspections to allow you ample time to investigate the property, review and obtain all pertinent property information, and speak with auction representatives about the auction process.
- Title:** The Purchase and Sale Agreement describes the condition of title to be delivered at closing. A preliminary commitment of title insurance is included in the Bidder's Information Packet.
- Agency Disclosure:** Sheldon Good & Company Auctions, LLC. (Auctioneer), Steven L. Good licensed Indiana Real Estate Broker # IB51333965 (Broker), and all other licensees employed by or associated with Auctioneer and Broker, represent the Seller in the sale of this property.
- Disclaimer:** TO THE EXTENT THERE ARE ANY INCONSISTENCIES BETWEEN THE INFORMATION CONTAINED HEREIN AND ANY INFORMATION CONTAINED IN OTHER MARKETING MATERIALS, THE INFORMATION IN THE BIDDER'S INFORMATION PACKET SHALL PREVAIL. HOWEVER, THE PURCHASE AND SALE AGREEMENT SHALL CONTROL THE AGREEMENT BETWEEN THE PARTIES.

TERMS OF SALE FOR PURCHASING AT AUCTION

AUCTION FORMAT: All bidding is open and public. To bid during the auction, you need only raise your hand, shout out your bid or instruct an auctioneer's bidder assistant to call out your bid for you.

DOCUMENTS AVAILABLE: A Bidder's Information Packet (Packet) has been assembled and includes the legal description, Purchase and Sale Agreement (Agreement), terms of sale, environmental assessment, zoning information, bidding procedures and other applicable information. The Packet is available for purchase via telephone fax order from our Auction Information Center or at the on-site inspection. The purchase of a Packet is required prior to registering to bid. Seller and Auctioneer shall not be liable for any inaccuracy contained in any reports furnished to buyers originating from third party experts.

ATTORNEY REVIEW RECOMMENDED: All information contained in this brochure and all other auction-related material, such as the Bidder's Information Packet, should be carefully reviewed by an attorney prior to the auction and is subject to and may be superseded by the Purchase and Sale Agreement for signature at the auction.

REQUIREMENTS OF THE SUCCESSFUL HIGH BIDDER: The successful high bidder will be required to sign the bidder's card upon the conclusion of bidding, acknowledging the purchase and tender the required certified or cashier's check as initial down payment to the Auctioneer's assistant. The high bidder shall then immediately sign the Purchase and Sale Agreement and the Escrowee shall deposit the initial down-payment. The initial down payment MUST be increased to 10% of the purchase price by cashier's or certified check, if applicable, either at the auction or within four business days following the auction. No third party checks will be accepted. The additional down payment due under the terms of the Purchase and Sale Agreement may be paid by personal check ONLY at the auction. The successful high bidder may also be asked to sign a statement that the bidder has inspected the property and other documents. If the agreement is to be signed with the Purchaser being a corporation or partnership or trust, there are additional bidding requirements. Please contact the project manager to discuss these requirements in advance of the Auction day.

AUCTION PROCEDURE:

RESERVE OFFERING: The properties are considered with reserve and are subject to Seller acceptance within the time period stated in the Purchase and Sale Agreement. The winning bid must remain irrevocable by the High Bidder during this period. The Suggested Opening Bid in the marketing materials are simply the Auctioneer's suggestion as to where the bid may open; it is not a minimum bid and in no way obligates the Seller as to the bid amount that he will accept or reject. The Seller reserves the right to accept the final high bid at the time of the auction. The High Bidder who has bid on the property with reserve will be notified at the Auction or in writing and delivered by mailgram, facsimile, overnight carrier, personal delivery or certified mail, of the Seller's decision. Failure to notify the High Bidder does not constitute acceptance by the Seller.

CLOSING DATE: See the Purchase and Sale Agreement for closing information.

BUYER'S PREMIUM: All sales at auction shall provide that each purchaser pay a premium equal to ten percent (10%) of the high bid price as indicated in the Purchase and Sale agreement. This amount shall be added to the final bid and inserted in the Purchase and Sale Agreement to determine the Gross Sales Price.

INSPECTION OF THE PROPERTY: The Property is being sold on an "AS-IS, WHERE-IS" basis and Seller makes no representations or warranties except as described in the Purchase and Sale Agreement. Your complete inspection and the inspection of the property by your experts prior to the auction is encouraged. Those inspecting the property assume all risk associated with any inspection of the property.

CONDUCT OF THE AUCTION: Neither Seller, Seller's agents nor Auctioneer are permitted to bid at the auction. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. Seller and Auctioneer reserve the right to refuse admittance to or expel anyone from the auction premises for interference with auction activities, nuisance, canvassing, soliciting, or other reasons deemed necessary by the Auctioneer. In the event of a dispute between bidders, the Auctioneer shall make the final decision to accept the final bid, to re-offer and re-sell the property, or to remove the property from the auction. If any disputes should arise following the auction, the Auctioneer's records shall be conclusive in all respects.

AGENCY DISCLOSURE: Sheldon Good & Company Auctions, LLC "Auctioneer", Steven L. Good, Licensed Indiana Real Estate Broker # IB51333965 (Broker) and all other licensees employed by or associated with Auctioneer and Broker, represent the Seller in the sale of this property.

For additional Terms of Sale, see Purchase and Sale Agreement available at all inspections.

REALTOR®/BROKER PARTICIPATION INVITED:

A 3% (three percent) referral fee will be paid by the seller to the real estate broker, acting as a "Buyer Broker" whose Client pays and closes on the property. To qualify for the referral fee, the real estate agent must: (a) be a licensed real estate broker in the state of Indiana who will abide by the National Association of Realtors® Code of Ethics; (b) register the Client by certified mail, return receipt requested, on company stationery, *which must be signed by both broker and Client and confirm the Buyer Broker arrangement*, with Sheldon Good & Company Auctions, LLC. Auctions, 333 W. Wacker Drive, Suite 400, Chicago, Illinois 60606, Attention: Project Manager, received no later than three (3) business days prior to the auction date; (c) ensure that the registration letter is received before any inspection of the property by the Client; (d) sign in and inspect the property with the Client during a scheduled Open House; and (e) attend the auction with client. All registrations accepted will be acknowledged; each acknowledged broker must bring his registration acknowledgment to an Open House for registration verification purposes. A complete registration file on all prospects will be maintained. No REALTOR®/Broker will be recognized for a Client who has previously contacted or been contacted by the Seller or its representatives or Auctioneer. Referral fees will be paid upon closing by Seller and receipt of all commissions by Auctioneer. Referral fees are based on the bid amount (not including the Buyer's Fee). No referral fees will be paid by the seller if the broker, the broker's agents or a member of the broker's immediate family is participating in the purchase of the property or is an employee of the Client. An affidavit will be required certifying that the agent is serving only as a broker and not as a principal. There can be NO EXCEPTIONS to this procedure and no oral registrations will be accepted. Realtors®/Brokers are hereby notified that the Seller has provided a dual commission arrangement for the sale of this property in this offering. If a cooperating broker has not met all of these requirements, no referral fee will be paid to the cooperating broker, even if the cooperating broker's Client purchases a property.

The information contained in this packet is subject to inspection and verification by all parties relying on it. No liability for its inaccuracy, errors or omissions is assumed by the sellers, its agents or Auctioneer. ALL SQUARE FOOTAGE, DIMENSIONS AND TAXES IN THIS BROCHURE ARE APPROXIMATE. This offering is subject to a pre-auction sale and may be withdrawn, modified or canceled without notice at any time.

This is not a solicitation or offering to residents of any state where this offering is prohibited by law.

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Bidder's Information Packet Order Form

Complete Bidder's Information Packets can be obtained at the Auction Information Center, at the On-Site Inspections, by FedEx 2nd day. Please fill out this form (include shipping cost and number of packets desired) and execute the Confidentiality Agreement below and mail, fax or hand deliver to the Auction Information Center at:

Sheldon Good & Company Auctions, LLC

333 West Wacker Drive, Suite 400

Chicago, Illinois 60606

(312) 373-4300 Phone (312) 453-7833 Facsimile

Please type or print.

Quantity	Property Name	Cost	Total
	Sherman Park Industrial, Indianapolis, IN	\$100.00	
	All shipping- per Packet - Federal Express (2nd Day)	\$25.00	
	Total		

Note: Packets will be sent by second day FedEx at a cost of \$25.00 per packet, or can be picked up at an On Site Inspection or at the Auction Information Center at the address above (please call first to make sure that the requested packet is on hand). If you include your Federal Express number we will charge the shipment to your account. However, we will not be responsible for the amount charged to your account. Please make checks payable to "Sheldon Good & Company Auctions, LLC., Auctions"

Name _____ Company _____

Address _____ City _____

State _____ Zip Code _____

Telephone _____ Facsimile _____

Visa/Mastercard/Am Express Acct. # _____ Exp. Date _____

Shipping Preference (with your Fed Ex Only): Overnight FedEx 2nd day FedEx Your FedEx # _____

CONFIDENTIALITY AGREEMENT

The undersigned agrees to the following: The undersigned states that they are requesting this information only for the purpose of evaluating the property for possible purchase and further states that they will not disclose the information in the Bidder's Information Packet to anyone other than legal or financial advisors of the undersigned without the written consent of Seller, nor will the undersigned or its agents use this information in the solicitation of any of the tenants.

Signature(s): _____ Date: _____

Office Use Only

Record # _____ Authorization # _____

Date: _____ / _____ / 2006 Auction Name _____ Sherman Park

Total Charged \$ _____ Auction Code _____

REAL ESTATE AUCTION

FOR THE
FORSTER ROALSTHOMSON ESTATE
Available in Eight Separate Parcels including Farms, Manufacturing, Warehouse
and **R&D Buildings Plus 1.5 Acre and 3.95 Acre Development Sites**

Indianapolis, Indiana



Tremendous Upside Potential—Buy One, Several, or All!

Sherman Park—

Former RCA/Thomson Electronics Headquarters, with Office, Manufacturing, Warehouse and R&D Buildings Plus 1.5-Acre & 3.25-Acre Development Sites

754 North Sherman Drive, Indianapolis, Indiana
Five minutes from downtown Indianapolis

*Suggested opening bids from \$35,000
Certified or cashier's checks required to bid from \$3,500*

Sherman Park is a six-building campus on approximately 49 acres in Indianapolis, one of the Midwest's busiest, fastest-growing cities. With approximately 1,244,900 square feet of manufacturing,

warehouse, and office space, plus location within Indianapolis' Urban Enterprise Zone, the property is incredibly versatile, ideal for a multitude of corporate, institutional, vocational, telecommunications, manufacturing, or warehouse uses.

Sherman Park is available in eight separate parcels, and bidders can name their price on one, several, or all of the parcels in this offering.

Located just five minutes east of downtown, with easy access to both I-65 and I-70, the property was originally developed in the 1920s as the headquarters for RCA, which manufactured radios, televisions and LP recordings.

Prized by large corporations and enterprise of every type for its central location and low business costs, the Indianapolis region is within a one-day drive of 75 percent of the U.S. and Canadian populations, making it a prime location for commerce.

The 12th-largest city in the U.S., the Indianapolis region has a population of nearly two million, and experienced a healthy growth rate of 15.9 percent from 1990 to 2000.

Known as the Crossroads of America, Indianapolis is an important transportation hub, known nationwide for more interstate freeways (I-65, I-69, I-70, and I-74) and federal highways (Routes 31, 36, 40, and 52) than any other major American city.

Indianapolis International Airport has 17 carriers, a large FedEx facility is located here, and rail connections are excellent.

Parcel 6145 C



PROPERTY SUMMARY

• **Parcel A—Buildings 1 and 2:** Building 1 has 175,000 square feet on four floors plus a basement. Previously an office facility, Building 1 is ideal for many other purposes. Features include a first-floor cafeteria, computer clean room on the second floor and high capacity telecommunications capability. Building 2 is a 100,000 square foot warehouse with ceiling heights up to 26' and two wide drive-in doors. Previously used as

a warehouse, potential uses include warehousing, distribution, woodworking/machine shops, or indoor parking for Building 1. Both buildings are connected above and below ground.

• **Parcel B:** Prior to its present use as a 3.25-acre paved parking lot, this parcel previously was developed with houses. Potential uses include residential redevelopment, conversion to green space, or continued use as a parking lot.

• **Parcel C:** Building 7 is a 69,000 square foot industrial building on three acres. Fully leased until 2013 to one tenant who has occupied the building since 1996, the building features high ceilings, office space, 12 docks, and two drive-in doors. Many new improvements have been accomplished since 1995, including a new roof, dry sprinkler system, electrical wiring, and plumbing. Parcel C is an excellent investment opportunity, with over \$100,000 of annual Net Operating Income.

• **Parcel D:** Building 8 is a 13,500 square foot former union hall and training center with a first-floor auditorium and office/training facilities on the upper level. Fully leased to a single tenant since 1996, the building has a Net Operating Income of \$35,000.

• **Parcel E:** The Powerhouse Building occupies one acre and was used to house chillers and boilers that once serviced the entire campus. All of this equipment is now removed, and one tenant has occupied this building since June of 2001.

• **Parcel F:** Building 26 is a 127,800 square foot warehouse building with 20' ceiling heights, four loading docks, and three drive-in doors, on approximately 4.5 acres. The building is 60% leased to five tenants and is currently generating over \$100,000 of Net Operating Income.

• **Parcel G:** Comprised of Buildings 3, 4, 5, 6, 27, 28, and 32, with a total of 750,000 square feet of office and warehouse space on 30 acres. 22 tenants occupy about 430,000 square feet of the parcel. The building generates approximately \$1,300,000 of annual gross income.

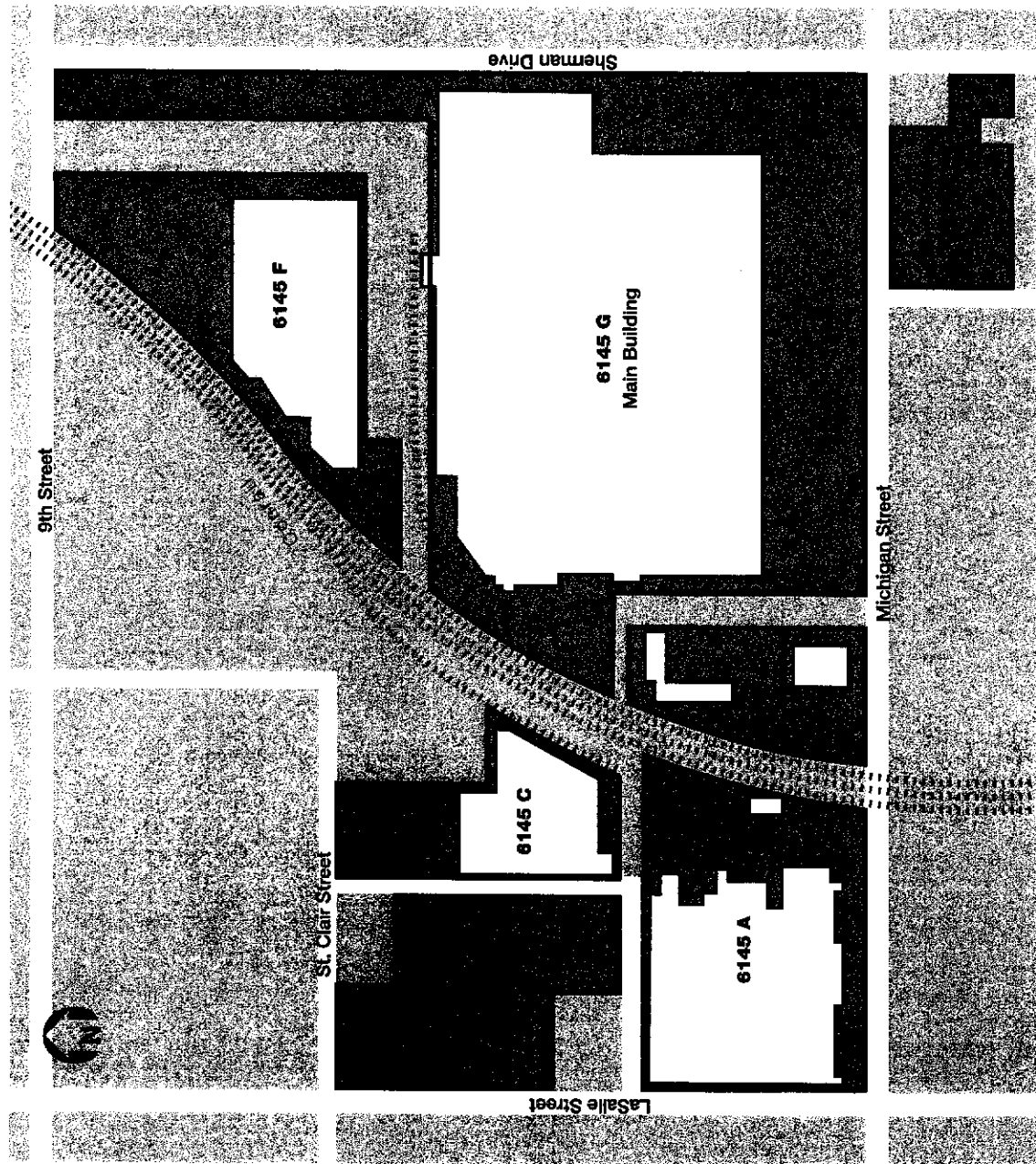
Buildings 3, 4, and 5 contain 320,768 of warehouse space, and all three have ceiling heights up to 22', plus a total of 26 truck docks and three drive-in doors.

Building 6 has 12 truck docks and three drive-in doors. Its first level is warehouse space; the second level is currently office space that could easily be additional warehouse space. The City of Indianapolis leases about 50,000 square feet for its Departments of Public Works and Metropolitan Development.

Building 28 has 22,800 square feet on three levels. The first floor is mainly warehouse space, the second floor has abundant office space, and the third floor is a mix of both. The second and third floors also contain 12,000 square feet of furnished laboratory space for R&D or product testing.

Building 32 has 34,500 square feet on three floors. 9,500 square feet of storage space is on the first floor. The upper floors have high ceilings, offices, studio space suitable for photography or video production, a television/radio studio, and a 6,500 square foot auditorium that is perfect for meetings or performing arts.

• **Parcel H:** A 1.5-acre parking lot, located at the southeast corner of Michigan Street and Sherman Drive. The parcel does not include the Village Pantry but includes the land surrounding it. Parcel H could be either residential or commercial development.



Steven L. Good, Licensed Indiana R.E. Broker #IB5133965
SHELDON GOOD & COMPANY
 AUCTIONS, LLC

AMERICA'S REAL ESTATE AUCTIONEER™

Realtors® Auctioneers Consultants

333 West Wacker Drive, Suite 400
 Chicago, Illinois 60606

(312) 373-4300 • Fax (312) 453-7830
www.sheldongood.com



RETURN SERVICE REQUESTED

NOVEMBER 6

ADDITIONAL INFORMATION

- Zoning: C-S (Special Commercial District). C-S zoning is similar to a Planned Unit Development in a residential setting and allows for multiple uses of the property. Buildings contain different zonings, including C-1, C-2, C-3 C-4, I-1-U, I-2-U, I-3-U, I-4-U and D-8. Please see the Bidder's Information Packet for complete zoning information.
- Real Estate Taxes (Spring 2006): \$80,829.26
- Frontage: *Michigan Street*: 2,030' • *Sherman Drive*: 1,622' • *9th Street*: 276' • *LaSalle Street*: 828' • *North Street*: 340' • *Tuxedo Street*: 598' • *St. Clair Street*: 348'
- Paved, lighted parking for over 1,600 vehicles.
- Environmental: Please refer to the Bidder's Information Packet for complete environmental information. There is currently some remediation and monitoring on the property being performed by General Electric Corporation.
- Rail service provided to Building 26.
- Three-phase, 480V, heavy duty electric service.
- The entire property generates over \$1,700,000 of gross annual income. See the Bidder's Information Packet for copies of leases and complete financial information.

PROPERTY INSPECTIONS: 10:00 am on October 5, 12, 19, and 27, *by appointment only.*

*Note: Due to the size of the property, all inspections will begin promptly at 10:00 am at the management office's main entrance, located north of Michigan Street, off of Sherman Drive. Please do not arrive late.

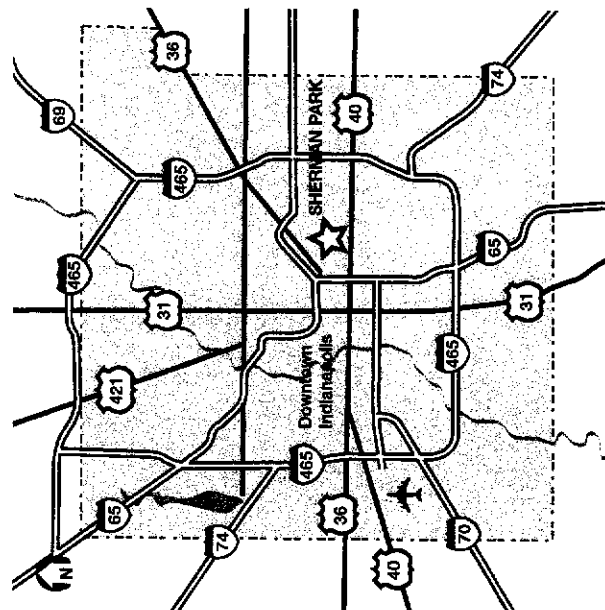
DIRECTIONS: From downtown Indianapolis: Take US 40 eastbound 2.9 miles to Sherman Drive, and turn left. The property is 3/10 mile north of the intersection of Michigan Street and Sherman Drive. From I-70: Take the Rural Street exit 85A and turn right (south) 1/10 mile to Massachusetts Avenue. Turn left onto Massachusetts and follow 2/10 mile. Massachusetts Avenue will become 21st Street. Follow 21st Street to Sherman Drive. Turn right and go 1.4 miles south to the property.

SUGGESTED OPENING BIDS

Parcel 6145A \$400,000
 Parcel 6145B \$75,000
 Parcel 6145C \$250,000
 Parcel 6145D \$100,000
 Parcel 6145E \$50,000
 Parcel 6145F \$500,000
 Parcel 6145G \$1,000,000
 Parcel 6145H \$35,000

Distances to Major Metro Areas

Cincinnati, Ohio:
 109 miles
 Louisville, Kentucky:
 122 miles
 Columbus, Ohio:
 178 miles
 Chicago, Illinois:
 179 miles
 St. Louis, Missouri:
 257 miles
 Atlanta, Georgia:
 532 miles
 New York, New York:
 708 miles



AUCTION DATE AND LOCATION: Monday November 6, at the Hilton Indianapolis, 120 West Market Street, Indianapolis, Indiana. Registration begins at 2:00 pm; the auction commences at 3:00 pm.

AUCTION LINE: (800) 315-2199 • (312) 373-4300
FAX: (312) 543-7830

BIDDER'S INFORMATION PACKETS:

A detailed Bidder's Information Packet has been assembled, which contains specific information related to the property, the auction, and the Terms of Sale. The Packet will be available at all on-site inspections or from our Chicago office for \$75.00. Packets can also be obtained via FedEx second-day delivery for an additional \$25.00 delivery fee. The purchase of a Bidder's Information Packet is required in order to bid at the auction.

TERMS OF SALE: This auction is being conducted subject to the Terms of Sale, as stated in the Bidder's Information Packets.

BUYER'S PREMIUM: A Buyer's Premium will be added to the final bid price, per the Terms of Sale.

BROKER PARTICIPATION INVITED: A 3% referral fee, as stated in the Bidder's Information Packet, will be paid by the seller to the REALTOR®/Broker whose registered buyer closes on one or more of the parcels described in this brochure. Please contact the Project Manager at (312) 373-4300 for complete buyer-broker registration requirements.

The information contained herein is subject to inspection and verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the sellers, their agents or auctioneer. ALL SQUARE FOOTAGE AND DIMENSIONS IN THIS BROCHURE ARE APPROXIMATE. This offering is subject to prior sale and may be withdrawn, modified, or canceled without notice at any time. This is not a solicitation or offering to residents of any state where this offering is prohibited by law.

Subscribe to Upcoming Auctions and "Good News" at
www.sheldongood.com

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CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

RCA CORPORATION

INTO

GENERAL ELECTRIC COMPANY

Pursuant to Section 253 of the
Delaware General Corporation Law

General Electric Company, a corporation organized and
existing under the laws of the State of New York,

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on April 15,
1892, pursuant to the laws of the State of New York, the
provisions of which permit the merger of a subsidiary
corporation of another state into a parent corporation
organized and existing under the laws of said state.

SECOND: That this corporation owns all the outstanding
shares of RCA Corporation, a corporation incorporated on
October 17, 1919, pursuant to the laws of the State of Delaware.

THIRD: That this corporation by the following resolutions
of its Board of Directors at a meeting held on the 20th day of
November, 1987, determined to merge into itself said RCA
Corporation:

RESOLVED, that the Plan of Merger presented to the meeting for the merger of General Electric Company's wholly owned subsidiary RCA Corporation with and into General Electric Company is hereby adopted.

FURTHER RESOLVED, that General Electric Company merge, and hereby does merge into itself, RCA Corporation, and assumes all obligations of RCA Corporation, effective at the close of business December 31, 1987.

FURTHER RESOLVED, that the proper officers of this Company be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge RCA Corporation with and into this corporation and assume RCA Corporation's liabilities and obligations and the date of adoption thereof, and to cause the same to be filed with the Secretary of State of Delaware and a certified copy recorded in the office of Recorder of Deeds of New Castle County of the State of Delaware; to make and execute a Certificate of Merger of RCA Corporation into General Electric Company, and to cause the same to be filed with the Secretary of State of New York; and to do all acts and things whatsoever, whether within or without the states of Delaware and New York, which may be anywise necessary or proper to effectuate said merger.

FOURTH: That this corporation survives the merger and may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of RCA Corporation as well as for enforcement of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of section 262 of Title 8 of the Delaware Code of 1953, and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware



is General Electric Company, 3135 Easton Turnpike, Fairfield, Connecticut 06431 until the surviving corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary of State of Delaware duplicate copies of such process, one of which copies the Secretary of State of Delaware shall forthwith send by registered mail to General Electric Company at the above address.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of General Electric Company at any time prior to the date of filing the merger with the Secretary of State.

IN WITNESS WHEREOF, said General Electric Company has caused this certificate to be signed by Joseph Handros, its Vice President, and attested by Benjamin W. Heineman, Jr., its Secretary, this 11th day of December, 1987.

GENERAL ELECTRIC COMPANY

By: Joseph Handros
Vice President

ATTEST:

By: Benjamin W. Heineman, Jr.
Secretary

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION,
ET AL

v.

ALMO ANTI-POLLUTION SERVICES
CORPORATION, ET AL

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION -- BURLINGTON COUNTY
DOCKET NO: L-00895-02

Civil Action

AFFIDAVIT OF MEGGAN L. EHRET

Meggan L. Ehret, having been first duly sworn up on her oath, for her affidavit states as follows:

1. I am an adult, over the age of 21 years, and I am competent to testify to the matters set forth in this affidavit.

2. I am presently employed by Thomson Inc. ("Thomson") as Senior Counsel. I have been so employed at all times relevant to this affidavit. I also serve as Thomson's Secretary. This affidavit is based upon my personal knowledge and upon my review of publicly available records.

3. RCA Corporation ("RCA") was incorporated on October 17, 1919 in the State of Delaware.

4. In 1986, RCA and General Electric Company ("GE") entered into an agreement for the acquisition of RCA stock.

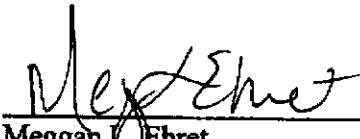
5. In 1987, Thomson acquired GE's RCA consumer electronics business in an asset transaction. Thomson did not acquire RCA's stock; nor did Thomson acquire RCA assets unrelated to the consumer electronics business.

6. Thomson did not acquire the Camden, New Jersey facility as part of the 1987 asset transaction between Thomson and GE. Attached is a true and accurate copy of Paragraph 8.1(i) Representation and Warranties of GE from the Purchase Agreement and Schedule 8.1(i)

which identifies the real estate Thomson acquired from GE. The Camden facility is not listed. I am informed and believe that the Camden facility was part of an RCA business unit that was unrelated to the consumer electronics business.


I affirm, under the penalties for perjury, that the above representations are true and correct.

Dated: JAN 30, 2007


Meggan L. Ehret

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this 30th day of January, 2007.


Michelle L. Robbins, Notary Public
My commission expires: 01/07/15
County of residence: Marion

CONFORMED COPY

PURCHASE AGREEMENT

among

THOMSON S.A.,

THOMSON-CSF

and

GENERAL ELECTRIC COMPANY

Dated as of September 30, 1987

PURCHASE AGREEMENT dated as of September 30, 1987, among THOMSON S.A., a French corporation ("Thomson"), THOMSON-CSF, a French corporation and majority-owned subsidiary of Thomson ("CSF"), and GENERAL ELECTRIC COMPANY, a New York corporation ("GE").

W I T N E S S E T H:

WHEREAS, GE owns and operates, both directly and through certain of its subsidiaries, a business engaged in the research, design, development, manufacture, sale and distribution of certain consumer electronics products, which business is referred to and organized within GE as the "Consumer Electronics Business" and which, subject to certain exceptions, CSF wishes to acquire;

WHEREAS, CSF owns and operates, through (i) Thomson-CGR, a French corporation which is a direct wholly-owned subsidiary of CSF ("CGR"), and (ii) certain other subsidiaries of CSF, a medical equipment business which GE wishes to acquire;

WHEREAS, GE and CSF desire to exchange their above-described businesses, upon the terms and subject to the conditions of this Agreement; and

WHEREAS, Thomson, CSF and GE wish to enter into certain other agreements ancillary to the matters described above;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, agreements, terms and conditions herein contained, the parties hereto hereby agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

1.1. Certain Definitions. The following terms shall have the following meanings when used in this Agreement:

"Acquired Assets" shall mean either the Acquired GE Business Assets (or, in the case of Article IX, the GE Business Assets) or the Thomson Business Assets, as the context may require.

"Acquired GE Business" shall mean the portion of the GE Business to be represented by the Acquired GE Business Assets and the Acquired GE Business Liabilities.

"Acquired GE Business Assets" shall mean the GE Business Assets other than the GE Business Assets to be transferred to Newco.

"Acquired GE Business Liabilities" shall mean, collectively, (i) the obligations and liabilities of GE and its Subsidiaries to be assumed by XYZ pursuant to Section 2.3(a) and (ii) the obligations and liabilities

all Liens other than Permitted Liens and the Liens listed in Schedule 8.1(b)(II), 8.1(h) or 8.1(i) and (ii) the assets to be transferred to Newco shall be owned by Newco free and clear of all Liens other than Permitted Liens and the Liens listed in Schedule 8.1(b)(II) or 8.1(h) or in a schedule to the GE Intellectual Property Agreements.

(i) Real Property. Schedule 8.1(i) is a complete list, by deed reference or otherwise, of all real property, leaseholds and other interests in real property included in the GE Business Assets, other than any leasehold or other interest the annual rent for which is less than \$250,000. With respect to real property (or interests therein) located in jurisdictions where title insurance is generally available and which is shown on Schedule 8.1(i) as owned by GE or one of the GE Business Subsidiaries, GE or such Subsidiary has such title, as, in each case, is insurable without material qualification for at least the respective book values thereof, and as, in each case, is legally sufficient for the current use of such real property (or interests therein), free and clear of all Liens other than Permitted Liens and the Liens listed in Schedule 8.1(i), and, with respect to all other real property (or interests therein) shown on Schedule 8.1(i) as

owned by GE or one of the GE Business Subsidiaries, GE or such Subsidiary has equivalent title, free and clear of all Liens other than Permitted Liens and the Liens listed in Schedule 8.1(i). GE or one of the GE Business Subsidiaries is the lessee of all the leasehold estates purported to be granted by the leases shown on Schedule 8.1(i) and is in possession of the premises (except as disclosed in Schedule 8.1(i)) purported to be leased thereunder, and each such lease is a valid and binding obligation of GE or the relevant GE Business Subsidiary, as the case may be, and to the knowledge of GE, the other parties thereto, and in effect without any amendment thereto (other than as disclosed on Schedule 8.1(i)), and without any material default thereunder by GE or the relevant GE Business Subsidiary, as the case may be, or, to the knowledge of GE, by the lessor.

(j) Nonrenewal of Permits. No person included in the definition of "to the knowledge of GE" has been specifically advised that any material consent, license or permit that is material to the continued operation of the Acquired GE Business will not be renewed upon its expiration as a result of the consummation of the transactions contemplated hereby.

SCHEME 8.1 (1)

A. LEASED REAL ESTATE - DOMESTIC

LOCATION AND LANDLORD	CURRENT TERM	PREMISES	RIGHT TO ASSIGN	TERMINATION CLAUSE	ANNUAL RENT	LEASE AMENDMENTS	IN POSSESSION
1. 12889 Moore St. Cerritos, CA 90701 Leased from: CBO Partners, Bechtler Corp. & The Moore Group 725 W. Anaheim St. Long Beach, CA 90813	5/9/86 - 5/8/96	280,000 sq. ft. warehouse, office and distribution Center	Yes; consent not required for an RCA entity and not to be unreasonably withheld for others	4 renewal options thru the year 2016. 6-mo notice required prior to renewal	\$937,500 (CE granted \$900,000 toward improvements)	None	To be vacated in 4th quarter 1987
2. 23105 West 22nd St. Oakbrook, IL Leased from: Liasalle Mortgage Suite 102 23105 West 22nd St. Oakbrook, IL	Through January 1990	20,800 sq. ft. office and warehouse.	Yes, with prior written consent of landlord, not to be unreasonably withheld	None	\$330,000	3 amendments. Last one dated 8/87, purpose in each case to add floor space	Yes
3. 405 S. Laurel St. Mishawaka, IN 46544 Leased from: United Developers, Inc. P.O. Box 106 Walkerton, IN 46536	10/15/86 - 10/14/96	98,500 sq. ft. warehouse and office	Yes; consent not required within the family and not to be unreasonably withheld for others	Cancellation on 10/14/92 notice by 10/14/91 w/additional 5¢/sq. ft. in 6th year as rebate prorated for 150K allowance. 2-5 year renewal options	\$271,000	None	Yes
4. 1000 New Holland Ave. Lancaster, PA Leased from: Burle Industries, Inc.	7/14/87 - See termination clause	445,000 sq. ft. office and manufacturing	Yes; consent not required for a related corporation of tenant	Not before 3/31/88 or subsequent to 12/31/88. Ex. date to be 90 days after tenant vacates property after giving written notice and meeting property removal clause	\$5,800,000	None	Yes
5. 26 Spur Drive Ex Paso, TX Leased from: Louis Kennedy 9435 Monte Leon Beverly Hills, CA	9/1/87 - 8/31/92	Office and warehouse	Yes; landlord consent required except for affiliate companies	No right to terminate	\$262,000	None	Yes

(a) Lease in process of being assigned by RCA to Phillips effective 12/15/87, with tenant remaining contingently liable for remainder of term. Not yet (as of 12/9/87) fully executed

LOCATION AND LAND/CRD	CURRENT TERM	PREMISES	RIGHT TO ASSIGN	TERMINATION CLAUSE	ANNUAL RENT	LEASE AMENDMENTS	IN POSSESSION
6. 7900 Rockville Rd. Indianapolis, IN Leased from: RCA Corporation	3 years (lease not yet finalized)	352,400 sq. ft. office and warehouse	No	No right to terminate but there is a renewal right	\$104,800 base rent	None	Yes
7. Building 5, Electronics Park Syracuse, NY Leased from: General Electric Company	3 years (lease not yet finalized)	60,538 sq. ft. office and warehouse	No	By either party on 1-year's notice	"Cost" (\$659,944 in 1987)	None	Yes
8. "Applac Lane Warehouse" Grimes Lane, Hillside & Lee Railroad Bloomington, IN Leased from: Crosley Building Corp. c/o J.E. McDonald, Jr. Poppe Squash Rd. Bristol, RI 02809	1/1/86 - 12/31/90	150,000 sq. ft. warehouse	Yes; consent not required for an RCA entity and not to be unreasonably withheld for others	For extension on 1/1/91-12/31/95 notice by 1/1/90. For extension on 1/1/96-12/31/2000 notice by 1/1/95	\$225,000	None	Yes
9. South Rogers St. Bloomington, IN Leased from: Indiana Warehouse, Inc. McDonald Building No. 7 Public Sq. Lima, OH	3/1/87 - 2/28/89	204,000 sq. ft. warehouse	Yes; Landlord consent required except capt for RCA entity	Automatic annual renewals thru 2/29/92, one-year notice prior to cancellation	\$204,000	None	Yes
10. Two Executive Dr. 2nd Floor Fort Lee, NJ 07024 Leased from: Two Executive Dr. Assoc. Two Executive Dr. Fort Lee, NJ 07024	6/1/87 - 5/31/92	10,000 sq. ft. office & show-room	Yes; consent required except for affiliated company business	May cancel as of a date certain with 90-day notice, together with the sum of \$70,000 payable as follows: \$35,000 at time of notice and \$35,000 upon vacating premises	\$225,000	None	Yes

LOCATION AND LAND/OWN

CLIENT
TERM

PREMISES

LEASE TO
ASSIST

TERMINATION
CLAUSE

ANNUAL
RENT

LEASE
AMENDMENTS

IN
PROCES

11. 2000 Clements Bridge Road
Opplford, AZ
leased from:
KCM Corporation

10 years
(lease
not yet
finalized)

132 acres and
a 350,000 sq.
ft. bldg.

no

None

?

None

Yes

12. 13900 West 101st St.
Lenexa, KS
leased from
Lenexa Industrial Park,
Inc.

12/12 -
12/31/92

Remanufacturing
operation,
113,000 sq. ft.

Yes; consent not
required for
Corporate subsidi-
ary or parent
Corp. but written
notice must be
given

No right to terminate,
but have right to ask
landlord to agree to
terminate. If land-
lord refuses, tenant
has right to assign
or sublet. Following
notice of termination
by tenant, landlord
shall have 30 days to
effect to terminate on
a date not more than
180 days after notice

\$254,000

5 amendments. To be
last one
dated
9/15/95.
purpose in
each case
essentially
to adjust
rent

8. LEASED REAL ESTATE - FOREIGN

LOCATION AND LAND/ORD	CURRENT TERM	PREMISES	RIGHT TO ASSIGN	TERMINATION CLAUSE	ANNUAL RENT	LEASE AMENDMENTS	IN POSSESSION
1. Nihon Seimei Akabetsubashi Bldg. 14-1, 3-Chome Shiba, Minato-Ku Tokyo, Japan leased from: Nippon Life Ins. Co.	1984 - 3/31/88 with automatic renewal for 2 years	819 sq. meters of a story bldg.	NO	6-mo. notice of intent to cancel or without notice by paying to the landlord 6 months' rent	4,752,034 Yen per month	None	Yes
2. Toranomon Bldg. No. 37 Mori Building 5-1, 3-Chome Toranomon, Minato-Ku, Japan leased from: Mori Building Co., Ltd.	10/1/81 - 9/30/89	Fifth floor of 13-story bldg.	Yes; Landlord's permission required	6 mo. prior notice with reasonable cause or without notice by paying to the landlord 6-months' rent	6,248,781 Yen per month	Undated notice re lease renewal and increased rent	Yes
3. Nukim XVII 4256 Singapore	3/3/71 - 3/2/2032	234,394 sq. ft. of land on which factory building is being constructed			\$11,114,000 US\$543,500		Yes
4. 394 Kuan Tong Road Weatherite Building Kuan Tong, Kowloon, Hong Kong leased from: Hopewell Co. Ltd.	1/1/87-1/14/89 1/1/87-1/14/89 1/1/87-1/14/89 10/31/87-1/14/89 1/1/87-1/14/89 1/1/87-1/14/89 10/31/87-5/5/89	10th Floor 11th Floor 12th Floor 13th Floor 8th Floor 9th Floor Other Misc. Areas 4th Floor (Total sq. footage on all seven floors - 149,762)			US\$ 95,769 US\$ 95,769 US\$ 95,769 US\$ 68,077 US\$ 95,769 US\$ 95,769 US\$ 10,768 US\$ 133,846 Total US\$691,536		Yes

TOTAL

B. LEASED REAL ESTATE - FOREIGN

LOCATION AND LAND/ORG	CURRENT TERM	PREMISES	RIGHT TO ASSIGN	TERMINATION CLAUSE	ANNUAL RENT	LEASE AMENDMENTS	IN POSSESSION
1. Mihon Seimei Akabetsushi Bldg. 14-1, 3-Chome Shiba, Minato-Ku Tokyo, Japan Leased from: Nippon Life Ins. Co.	1984 - 3/31/88 with automatic renewal for 2 years	819 sq. meters of a story bldg.	No	6-mo. notice of intent to cancel or without notice by paying to the Landlord 6 months' rent	4,752,034 Yen per month	None	Yes
2. Toranomon Bldg. No. 37 Mori Building 5-1, 3-Chome Toranomon, Minato-Ku, Japan Leased from: Mori Building Co., Ltd.	10/1/81 - 9/30/89	Fifth floor of 13-story bldg.	Yes; Landlord's permission required	6 mo. prior notice with reasonable cause or without notice by paying to the Landlord 6-months' rent	6,240,781 Yen per month	Updated notice re lease renewal and increased rent	Yes
3. Nakim XVII 4256 Singapore	3/3/71 - 3/2/2032	234,394 sq. ft. of land on which factory building is being constructed			\$81,114,000 US\$543,500		Yes
4. 394 Keen Tong Road Weatherfile Building Keen Tong, Kowloon, Hong Kong Leased from: Hopewell Co. Ltd.	1/1/87-1/14/89 1/1/87-1/14/89 1/1/87-1/14/89 10/31/87-1/14/89 1/1/87-1/14/89 1/1/87-1/14/89 10/31/87-5/5/88	10th Floor 11th Floor 12th Floor 13th Floor 8th Floor 9th Floor Other Misc. Areas (Total sq. footage on all seven floors - 149,762)			US\$ 95,769 US\$ 95,769 US\$ 95,769 US\$ 68,071 US\$ 95,769 US\$ 95,769 US\$ 10,768 US\$ 133,846 Total US\$691,536		Yes

TOTAL P. 84

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C. OWNED REAL ESTATE

Location	Owner	Premises (measurements are approximate)	In Possession (Yes/No)
1. Bloomington, IN - 1300 So. Rogers St.	RCA Corporation	100+ acres of improved property Manufacturing	Yes
2. Circleville, OH - 24200 US Route 23	RCA Corporation	162+ acres of improved property Picture tube manufacturing	Yes
3. Scranton, PA - Keystone Industrial Park	RCA Corporation	91+ acres of improved property Picture tube manufacturing	Yes
4. Marion, IN - 3301 So. Adams St.	RCA Corporation	62+ acres of improved property Picture tube manufacturing	Yes
5. Indianapolis, IN - 600 N. Sherman Dr.	RCA Corporation	50+ acres of improved property Headquarters and manufacturing	Yes
6. Juarez, Mexico - Bernudez Industrial Park	RCA Componentes, S.A. de C.V. (c)	94,000 sq. meters of improved property Manufacturing	Yes
7. Juarez, Mexico - Bernudez Industrial Park	RCA Componentes, S.A. de C.V. (c)	16,400 sq. meters of improved property	Yes
8. Torreon, Mexico - Ciudad Industrial Torreon	Productos Electronicos de la Laguna, S.A. de C.V.	118,000 sq. meters of improved property Manufacturing	Yes
9. Torreon, Mexico - Residencial Capestre La Rosita Complex	Productos Electronicos de la Laguna, S.A. de C.V.	5 residential lots & houses	Yes
10. Prescott, Ontario, Canada - Sophia St.	RCA Inc.	230,000 sq. ft. bldg. + expansion	Yes
11. Halifax, Nova Scotia, Canada - 3611-19 Commission St.	RCA Inc.	53,067 sq. ft. of improved property	Yes
12. Rockville, NC - Bethel Church Road	Crown Wood Products Company	Cabinet manufacturing	Yes
13. Taoyuan, Taiwan ROC - #1 Mei Lun St., Lun Kang Lee	RCA Taiwan Limited	Business office and factory, 86,000 sq. meters, 2-story main bldg. with separate cafeteria and various small out bldgs. Also includes 17,000 sq. meters dormitory and 2-story recreation center	Yes
(c) Owned in Trust; Trustee is Mulibanco Comemex, S.M.C., Trust Department			

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	<u>Location</u>	<u>Owner</u>	<u>Premises (measurements are approximate)</u>	<u>In Possession (Yes/No)</u>
14.	Hsin-Chu, Taiwan ROC - Tai-Ho Village, Chapei	RCA Taiwan Limited	Manufacturing facility, 18,000 sq. meter site, 9,000 sq. meter factory floor space, 5,000 sq. meter employee dormitory	Yes
15.	Singapore - 1000 Toa Payoh North	General Electric (USA) Consumer Electronics Private Limited	Manufacturing facility - 298,000 sq. ft.	Yes
16.	Johor, Malaysia - Tanjong Agas Industrial Estate, 84000 Muar	General Electric (USA) Television Snd. Bhd.	Manufacturing facility - 100,000 sq. ft. with additional 2,600 sq. ft. currently under construction	Yes
17.	Kedah, Malaysia - Kulim Industrial Estate, 09000 Kulim	General Electric (USA) Audio Malaysia Snd. Bhd.	Manufacturing facility - 103,000 sq. ft. with additional 6,800 sq. ft. under construction	Yes
18.	Kuala Lumpur, Hong Kong - 23 Luk Hop St., San Po Kong	Electronic Industry Limited	Manufacturing facility - 101,700 sq. ft.	Yes
19.	Belo Horizonte, MG, Brazil - av. Gal. David Sarnoff, 3415, 32000	RCA Componentes Electronics Ltda.	Land and buildings	Yes

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