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Quitclaim Deed

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Know all persons by these presents, that Glenn C. Pollack, Trustee, solely in his capacity as Chapter 11 Trustee ("Grantor") for and on behalf of Grand Eagle, Inc., a Delaware corporation, Grand Eagle Services, Inc., a Delaware corporation, Grand Eagle Distribution, Inc., a Delaware corporation, Grand Eagle Services North America, Inc., a Georgia corporation (formerly known as Eastern Electric Apparatus Repair Company, Inc.), North American Coil Corporation, a Delaware corporation, and Ohio Transformer, Inc., an Ohio corporation, debtors (collectively, the "Sellers") hereby releases and transfers the real estate described below to R D Maine Realty LLC ("Grantee"), a limited liability company organized and existing under the laws of Maine whose mailing address is 30 Gando Dr., New Haven, CT 06513.

WHEREAS, Sellers are debtors in proceedings for reorganization under Chapter 11 of Title 11 (the "Bankruptcy Code") of the United States Code currently pending in the United States Bankruptcy Court for the Northern District of Ohio, Eastern Division (the "Bankruptcy Court"), in jointly administered cases designated on the docket of the Bankruptcy Court as Case Nos. 01-54821 to 01-54826 (collectively the "Cases").

WHEREAS, on December 13, 2001, the United States Trustee for Region IX appointed the Trustee as trustee for the Sellers, to perform the duties of a trustee under Sections 1106 and 1108 of the Bankruptcy Code in the Cases.

WHEREAS, Grantor was duly authorized by that certain Order Approving (i) The Sale Of Specific Assets Comprising The Debtors' Motors Business Segment, Outside Of The Ordinary Course Of Business And Free And Clear Of Liens, Claims And Encumbrances, Pursuant To Respective Asset Purchase Agreements And In Accordance With Approved Auction Sale Procedures And (ii) The Assumption And Assignment Of Certain Executory Contracts And Leases In Connection Therewith dated March 26, 2002 (the "Sale Order"), a certified copy of which is attached as Exhibit "A", to enter into and perform under the Asset Purchase Agreement dated March 6, 2002 (as defined in the Sale Order) and to sell and convey all right, title and interest in and to that certain real estate in Augusta, Kennebec County, State of Maine which is further described on Exhibit "B" attached hereto and made a part hereof as though fully rewritten herein (the "Real Property"); and

NOW, THEREFORE, Grantor, by virtue of the title and powers vested by the provisions of the Sale Order, and for Ten Dollars ($10.00) and other valuable consideration paid, does hereby remise, release and Quitclaim, all right, title and interest in and to the Real Property to Grantee, free and clear of all liens, claims and encumbrances as provided in the Sale Order, except for taxes and assessments, both general and special, which are a lien but not yet due and payable, zoning and governmental regulations, easements and restrictions of record only;

TO HAVE AND TO HOLD the same unto the Grantee and its successors and assigns forever, as fully and completely as the Grantor, by virtue of the powers and authority so vested in the Grantor, is authorized and directed to sell and convey the same.

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IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 26 day of the month of March, A.D. 2002.

Signed, sealed and delivered in presence of:

Print Name: Matthew Peck

Print Name: John Guntavia

Glenn C. Pollack
Chapter 11 Trustee

State of Ohio
County of Cuyahoga

March 26 2002

Then personally appeared the above named, Glenn C. Pollack, Trustee, solely in his capacity as Chapter 11 Trustee for and on behalf of Grand Eagle, Inc., a Delaware corporation, Grand Eagle Services, Inc., a Delaware corporation, Grand Eagle Distribution, Inc., a Delaware corporation, Grand Eagle Services North America, Inc., a Georgia corporation, North American Coil Corporation, a Delaware corporation, and Ohio Transformer, Inc., an Ohio corporation, debtors, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Typed Name: Donna Fuller
Notary Public
My Commission Expires: DONNA FULLER, Notary Public
State Of Ohio, Cuyahoga County
My Commission Expires Dec. 3, 2003

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EXHIBIT

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re	Chapter 11
GRAND EAGLE, INC., et al., Debtors.	Case No. 01-54821 (Jointly Administered)
	Judge: MARILYN SHEA-STONUM

REMAINING MOTORS BUSINESS SEGMENT ASSETS

ORDER (i) APPROVING THE SALES OF CERTAIN OF DEBTORS' UNSOLD MOTORS BUSINESS SEGMENT ASSETS OUTSIDE OF THE ORDINARY COURSE OF BUSINESS AND FREE AND CLEAR OF LIENS AND OTHER INTERESTS; (ii) ESTABLISHING EXPEDITED SALES PROCEDURES FOR, AND APPROVING THE SALES OF, THE BALANCE OF DEBTORS' REMAINING UNSOLD MOTORS BUSINESS SEGMENT ASSETS; (iii) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF UNEXPIRED LEASES AND EXECUTORY CONTRACTS IN CONNECTION THEREWITH; AND (iv) AUTHORIZING TRUSTEE TO ENTER INTO INTERIM OPERATING AGREEMENTS

This matter came on for hearing on March 25, 2002 (the "Hearing") upon the *Motion Of Chapter 11 Trustee For An Order (i) Approving the Sales of Certain Of Debtors' Unsold Motors Business Segment Assets Outside Of The Ordinary Course Of Business And Free And Clear of Liens And Other Interests; (ii) Establishing Expedited Sales Procedures For, And Approving Sales Of, The Balance Of Debtors' Remaining Unsold Motors Business Segment Assets; (iii) Authorizing the Assumption and Assignment of Unexpired Leases And Executory Contracts In Connection Therewith; And (iv) Granting Related Relief* (the "Unsold Assets Sale Motion") and the *Supplement* thereto (the "Supplement," and together with the Unsold Assets Sale Motion, the "Unsold Assets Sale Motion As Supplemented"). The Court finds that notice of the Unsold Assets Sale Motion As Supplemented, the Hearing, and the opportunity to object thereto were

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served on the United States Trustee ("UST"), the Agent, the Committee (as such terms are defined below) and all parties requesting notice under Rule 2002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"). The Court having reviewed the Unsold Assets Sale Motion As Supplemented and the arguments of counsel, no further notice or hearing being necessary, due and sufficient factual and legal cause appearing therefor, and the Court being fully advised in the premises,

THE COURT HEREBY FINDS THAT:

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (D), (M) and (O).

B. On December 7, 2001 (the "Petition Date"), Grand Eagle, Inc. and its subsidiaries Grand Eagle Services North America, Inc., Grand Eagle Services, Inc., Ohio Transformer, Inc., Grand Eagle Distribution, Inc., and North American Coil Corporation (collectively, the "Debtors"), each filed voluntary petitions for relief under chapter 11 of Title 11 (the "Bankruptcy Code") of the United States Code in this Court. To date, the Debtors' chapter 11 cases have been consolidated for administrative purposes only and are being jointly administered.

C. Pursuant to sections 1107 and 1108 of the Bankruptcy Code, the Debtors, as debtors in possession, continued to operate their businesses and manage their properties and assets for a short time following the Petition Date.

D. On December 10, 2001, the Debtors filed a motion for the appointment of a trustee. On the same day, the Court entered an order granting the motion and directing the UST to appoint a disinterested person to serve as trustee in these jointly administered chapter 11 cases

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and perform the duties required of a trustee under section 1106(a) of the Bankruptcy Code. Accordingly, on December 13, 2001, the UST appointed Glenn C. Pollack as chapter 11 trustee (the "Trustee") for the Debtors.

E. Pursuant to its notice of appointment filed December 17, 2001 (as amended by notice filed December 31, 2001), the UST appointed an Official Committee of Unsecured Creditors (the "Committee") in these jointly administered chapter 11 cases.

F. On January 29, 2002, the Trustee filed a motion seeking authority to sell the assets and businesses of the Debtors' Transformer Business Segment and a separate motion for authority to sell the assets of the Motors Business Segment and the Switch Gear/Breakers Business Segment (the "Motors Sale Motion"). Notice of the February 26, 2002 hearing on the Motors Sale Motion was served on all creditors and parties in interest.

G. On February 25, 2002, in accordance with approved competitive bidding procedures, the Trustee conducted an auction sale of the assets of the Breakers Business Segment and all components of the Motors Business Segment (the "Auction Sale").

H. On February 26, 2002, the Court entered orders approving the sale of the assets and businesses of the Transformer Business Segment and Breakers Business Segment. On February 27, 2002, the Court entered an order approving the sales of the assets and businesses located at twelve (12) of the Motors Business Segment facilities. The remainder of the operating assets and businesses of the Motors Business Segment, located at approximately ten (10) of the Debtors' former operating Motors Business Segment facilities (the defined in the Unsold Assets Sale Motion as the "Pending Sales Motors Assets" and the "Remaining Motors Assets") are the subjects of the Unsold Assets Sale Motion As Supplemented and this Order.

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I. The Auction Sale did not generate either acceptable bids or any bids to purchase the Pending Sales Motors Assets or the Remaining Motors Assets. Following the Auction Sale, the Trustee has diligently marketed these assets and has negotiated seven (7) agreements for the sale of the Pending Sales Motors Assets, formerly operated by, or related to the Debtors' operations at Motors Business Segment facilities located in (i) Augusta, Maine, (ii) Minneapolis, Minnesota, (iii) Richmond, Virginia, (iv) Salt Lake City, Utah, (v) Spokane, Washington, (vi) Utica, New York, and (vii) Wilkes-Barre, Pennsylvania. The pertinent financial terms of each agreement (each an "Asset Purchase Agreement" and collectively, the "Asset Purchase Agreements") and the names of each purchaser (each a "Purchaser" and collectively, the "Purchasers") thereunder are summarized in the attached Exhibit "A". As set forth in the Supplement, in order to preserve the value of the Pending Sales Motors Assets and realize other than liquidation values occasioned by termination of their operations pending Court approval of such proposed sales, the Trustee entered into interim operating agreements (the "Interim Operating Agreements") with all of the Purchasers, excluding the Purchaser of the assets located in Salt Lake City, Utah.

J. The Trustee's prior filing of, and the hearing on, the Motors Sale Motion together with the filing and service of the Unsold Assets Sale Motion As Supplemented and notice of the Hearing constitute appropriate, due and adequate notice of the relief requested therein in compliance with sections 363(b) and (f) and 365(f) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014 and no other or further notice of the Unsold Assets Sale Motion As Supplemented, the Hearing, or the entry of this Order, is necessary.

K. The Trustee, in consultation with the Agent, has determined that the value to be

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received by the Trustee, on behalf of the Debtors' estates, pursuant to the Asset Purchase Agreements are the highest and best available and represents a fair value for the Pending Sales Motors Assets as further evidenced by the results of the Auction Sale.

L. The Trustee has articulated a sound business justification for the sale of the Pending Sales Motors Assets free and clear of all claims, liens, encumbrances, liabilities and interests pursuant to sections 105(a) and 363(b), 363(f), and 365 of the Bankruptcy Code, and it is a reasonable exercise of the Trustee's business judgment to consummate the sale of the Pending Sales Motors Assets and to execute, deliver and perform his obligations under the Asset Purchase Agreements. The sale of the Pending Sales Motors Assets pursuant to the Asset Purchase Agreements, and in conjunction with the Interim Operating Agreements, as the case may be, will remove the imminent risk of a substantial loss of value to the estates of the Pending Sales Motors Assets.

M. No interested party has demonstrated that the Purchasers are unable to provide adequate assurance of future performance as to the Assumed Executory Contracts (as is defined in the Asset Purchase Agreements, and as assigned, the "Section 365 Contracts" and the "Assigned Contracts") and, pursuant to the terms of the Asset Purchase Agreements, the Trustee and the Purchasers have provided adequate assurance that any outstanding defaults under the Assumed Executory Contracts will be cured at, prior to or promptly after each Closing (as defined in the Asset Purchase Agreement). The assignment of the Assumed Executory Contracts under the Asset Purchase Agreements is conditioned upon the Closings (as defined below) of each of the contemplated transactions and the sales of the Pending Sales Motors Assets to each Purchaser are conditioned upon the assumption and assignment of the Assumed Executory

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Contracts under the Asset Purchase Agreements.

N. Because of the diligent and extensive marketing efforts undertaken in connection with the Motors Sale Motion the notice provided of the February 26 hearing on the Motors Sale Motion and the conduct of the Auction Sale, sufficient opportunity has been given for any interested party to make a higher and better offer for the Pending Sales Motors Assets and the Remaining Motors Assets.

O. The execution, delivery, and performance by the Trustee of the Asset Purchase Agreements, in accordance with their terms, is in the best interests of the Debtors, their creditors, and other parties in interest.

P. The purchase of the Pending Sales Motors Assets by the Purchasers and the transfer thereof pursuant to this Order and the terms of the Asset Purchase Agreements comply with the provisions of sections 363 (including specifically subsections (b), (f) and (m)) and 365 of the Bankruptcy Code.

Q. No interested party disputes that the Trustee, the Purchasers and their respective representatives, attorneys, and advisors have acted in good faith in all respects relating to the Asset Purchase Agreements and Interim Operating Agreements and that such were negotiated and entered into by the parties in good faith and from arm's-length bargaining positions; the Purchasers are not insiders as that term is defined in section 101(31) of the Bankruptcy Code; and the Purchasers are entitled to the protections afforded under section 363(m) of the Bankruptcy Code as the transferees of the Pending Sales Motors Assets and assignees of the Assumed Executory Contracts.

R. No interested party asserts that either the Trustee, the Debtors or their officers,

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employees, or agents have colluded with the Purchasers, their officers, employees, or agents, or in any manner whatsoever violated the provisions of section 363(m) of the Bankruptcy Code.

S. The implementation of the Expedited Sales Procedures (as defined in the Unsold Assets Sale Motion and as described in detail in paragraph 14 below) and the Trustee's utilization of Interim Operating Agreements will save valuable resources of the Debtors' estates, preserve the value of the Remaining Motors Assets, and provide the Trustee with flexibility in negotiating and implementing the sales of the Remaining Motors Assets.

WHEREFORE IT IS ORDERED, ADJUDGED AND DECREED:

1. Consistent with the provisions of this Order, the Unsold Assets Sale Motion As Supplemented is hereby granted, consistent therewith the Asset Purchase Agreements and Interim Operating Agreements are approved in their entirety and the execution, delivery, and performance of the Asset Purchase Agreements and the Interim Operating Agreements (and all agreements referenced therein) by the Trustee (on the Debtors' behalf) and the Purchasers in accordance with their respective terms is hereby approved in all respects.

2. The Trustee is authorized and directed to implement and perform his obligations under the Asset Purchase Agreements and Interim Operating Agreements and to take such other actions reasonably necessary to effectuate their terms.

3. The Trustee and the Purchasers are authorized and directed to take any other action that may reasonably be requested thereby for the purposes of assigning, transferring, conveying, and delivering to the Purchasers, or reducing to possession, any or all of the Pending Sales Motors Assets, and subject to final approval by the Agent, to execute such: (i) nonmaterial amendments to the Asset Purchase Agreements and related agreements as may be required and

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(ii) other documents consistent with this Order as the Trustee and the Purchasers deem necessary or desirable to effectuate the Asset Purchase Agreements and the consummation of the purchase and sale of the Pending Sales Motors Assets.

4. Pursuant to sections 363(f) and 365(f) of the Bankruptcy Code, except as otherwise provided in the Asset Purchase Agreements, upon closing of the transactions in accordance with the respective Asset Purchase Agreements (the "Closings"), the Pending Sales Motors Assets shall be sold, conveyed, granted, assigned, transferred, and delivered by the Trustee to the Purchasers pursuant to the terms of the Asset Purchase Agreements free and clear of any and all (a) encumbrances, claims, liens, mortgages, security interests, restrictions, prior assignments, obligations, pledges, charges, liabilities, taxes or tax claims arising prior to the Closing, and (b) interests, security interests, mortgages and liens (tax or otherwise) of whatever type or description, whether direct or indirect, fixed or contingent, matured or unmatured, disputed or undisputed, legal or equitable, secured or unsecured, liquidated or unliquidated, of, by or against the Debtors, their estates, and/or the Pending Sales Motors Assets, including without limitation, all claims arising out of pending litigation and all potential or contingent claims or causes of actions for personal injury, wrongful death, or other tort or workers' compensation claims or causes of action relating to goods sold or other injuries, together with any additional liens and interests described in the Asset Purchase Agreements and not set forth above (Subparagraphs (a) and (b), collectively, "Interests"). All interests shall attach to the proceeds of the sale of the Pending Sales Motors Assets to the same extent, and having the same validity, perfection, priority and enforceability as such Interests had with respect to the Pending Sales Motors Assets immediately prior to the Closings. Any disputes regarding the extent,

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validity, perfection, priority or enforceability of such Interests with respect to the Pending Sales Motors Assets shall be determined by the Court or court of competent jurisdiction upon appropriate motion or other request therefor.

5. All persons or entities currently holding any adverse claims against the Debtors and/or the Pending Sales Motors Assets as of the Closings shall be and hereby are enjoined, stayed, and barred from pursuing or attempting to pursue, or commencing any suits or proceedings, in law, in equity or otherwise, to collect, recover or pursue any such adverse claims against the Purchasers or any of the Pending Sales Motors Assets.

6. The provisions of this Order authorizing the sale of the Pending Sales Motors Assets free and clear of liens shall be self-executing, and neither the Trustee nor the Purchasers shall be required to execute or file satisfaction, releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the foregoing provision hereof; ***provided however***, that this paragraph shall not excuse such parties from performing any and all of their respective obligations under the Asset Purchase Agreements and Interim Operating Agreements.

7. This Order shall be and hereby is, effective as a determination that, upon the Closings, except as otherwise provided in the Asset Purchase Agreements, the Interests existing as to the Pending Sales Motors Assets prior to the Closings are unconditionally released, discharged and terminated, attaching only to the proceeds of the sales, and that the conveyances and assignments authorized herein have been effected.

8. Each and every appropriate federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and

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appropriate to consummate the transactions contemplated by the Asset Purchase Agreements.

9. At the time of the Closings, each of the Purchasers shall select those Assumed Executory Contracts to be assigned thereto. Thereafter, the Trustee shall file a notice with this Court, identifying the specific Assigned Contracts and the respective cure amounts, with a copy served upon the other party to such executory contract or lease. Thereupon, the Trustee is authorized to assume and assign to Purchasers, free and clear of Interests, each of the Assigned Contracts as listed on the appropriate Schedule or Exhibit to the respective Asset Purchase Agreements. The respective Purchasers shall be obligated to pay all prospective obligations under such Assigned Contracts.

10. Pursuant to sections 365(b) and (f)(2) of the Bankruptcy Code, and consistent with the terms of the Asset Purchase Agreements, the Trustee shall cure any existing defaults under the Assigned Contracts in accordance with the terms of the Asset Purchase Agreements. If there is any dispute over the cure amount or related costs or the payment of any allowed assignment costs, the Trustee shall pay the undisputed cure amount. In connection therewith, the Trustee shall establish out of each Purchase Price (as defined in the respective Asset Purchase Agreements) a reserve account in an amount to be determined, by agreement of the Trustee, the Purchaser and the Agent, sufficient to pay such disputed cure amounts. The balance of the cure amount owing, if any, shall be paid upon (a) determination by this Court as to the amount or (b) agreement of the Trustee, the Purchasers and the Agent with the other party to the contract of the cure amount payable. As a result of such cure, assumption and assignment, the Assigned Contracts will be valid and binding and in full force and effect and enforceable in accordance with their terms and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their

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estates are relieved from any further liability with respect to the Assigned Contracts after such assignment at the Closings. The Purchasers shall perform all obligations of the Debtors under the Assigned Contracts accruing on and after the date of the assignments, and such performance shall constitute adequate assurance of future performance as required by section 365 of the Bankruptcy Code.

11. The assumption and assignment of the Assigned Contracts and the sale, conveyance, transfer and assignment of the Pending Sales Motors Assets pursuant to this Order and the Asset Purchase Agreements shall be binding upon the Trustee, the Debtors, the Purchasers, all creditors and shareholders of the Debtors, all persons having or asserting a claim against or any Interest in the Debtors or any of the Pending Sales Motors Assets, all parties to the Assigned Contracts, and all parties to any actions or proceedings that directly or indirectly contest the power or authority of the Trustee to assume and assign the Assigned Contracts or to sell, assign and convey the Pending Sales Motors Assets pursuant to this Order and the Asset Purchase Agreements, or that seek to enjoin any such assumption, sale, assignment or conveyance.

12. This Order shall be binding upon and shall inure to the benefit of any successors or assigns of the Trustee, the Debtors, and the Purchasers, including any trustee in subsequent cases under chapter 7 of the Bankruptcy Code.

13. Upon receipt by the Sellers (as defined by the Asset Purchase Agreements) of any portion of each Purchase Price payable to the Sellers (the Debtors) under the Asset Purchase Agreements, the Sellers (the Debtors) shall immediately pay such amounts directly to the Agent to be applied by the Agent on account of the Agent's and the Bank Group's (as defined in the

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Unsold Assets Sale Motion) secured claims and administrative expense as provided by prior orders of this Court.

14. The following procedures for the sale(s) of the Remaining Motors Assets are hereby approved (collectively, the "Expedited Sales Procedures"):

(a) The Trustee will condition the Debtors' respective agreements with purchasers to sell one or more of the Remaining Motors Assets upon the prior consent and approval of the Agent to all terms thereof. Upon (and only upon) obtaining such consent(s), the Trustee will file with this Court a notice (a "Sale Notice") of any such proposed sale(s) and serve the notice upon the United States Trustee, the Committee, the Agent, relevant taxing authorities, any known party holding a lien on any asset proposed to be sold, any party to an unexpired lease or executory contract which may be assumed and assigned in connection with the proposed sale and all parties that have filed requests for all notices in the Debtors' cases (collectively, the "Notice Parties").

(b) The Sale Notice will include (i) a description of the Remaining Motors Asset(s) proposed to be sold; (ii) the proposed sale price or other consideration therefor; and (iii) the proposed purchaser of the assets.

(c) The Notice Parties will have ten days from receipt of the Sale Notice to object in writing to the proposed asset sale(s) described therein by filing with this Court, with a copy served on the Trustee and the Agent, a written objection setting forth the grounds therefor. Notwithstanding the Agent's prior consent to any such sale(s), the Agent reserves the right, in its sole discretion, to not approve any such sale(s) by interposing an objection thereto and no such sale(s) will occur without the Agent's consent.

(d) If any such objection is filed, the Trustee may not consummate the proposed sale unless (a) the objecting party withdraws its objection in writing or (b) the Court enters a further order approving the sale.

(e) If no objection is filed, the Trustee shall submit a certificate of no objection to the Court accompanied by a proposed order acceptable to the Agent (i) authorizing the Trustee to enter into and perform under the Asset Purchase Agreement with respect to such sale(s); (ii) approving such sale(s) free and clear of any and all liens and other interests; (iii) authorizing the assumption and assignment of unexpired leases and executory contracts in accordance with the terms of the Asset Purchase Agreement; and (iv) directing the Trustee to remit the proceeds of such sale(s), subject to any reserve accounts established with respect to cure payments due under the assumed unexpired leases and executory

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contracts, to the Agent for application against the Debtors' outstanding indebtedness to the Bank Group.

15. Under the Expedited Sales Procedures, the Trustee is authorized (i) to enter into additional asset purchase agreements substantially in the form of the subject Asset Purchase Agreements, (ii) to enter into additional agreements consistent with and as referenced in the Asset Purchase Agreements and, (iii) to enter into interim operating agreements substantially in the form of Exhibit "A" attached to the service copy of the Supplement and subject to the terms of the Expedited Sales Procedures.

16. The Unsold Assets Sale Motion As Supplemented is granted in all other respects subject to the terms and conditions set forth herein.

17. No just reason exists for delay in the implementation of this Order. Accordingly, the stays imposed by Bankruptcy Rules 6004(g) and 6006(d) are hereby waived. This Order is a final and appealable order pursuant to Bankruptcy Rules 7054(a) and 9014 and Federal Rule of Civil Procedure 54(b). This Court shall reserve and retain jurisdiction to hear and determine all

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matters arising from the implementation of this Order and the Asset Purchase Agreements.

Marilyn Shea-Stonum

MARILYN SHEA-STONUM
United States Bankruptcy Judge

Submitted By:

William E. Schonberg, Esq. (OBR #0025140)
Michael D. Zaverton, Esq. (OBR #0038597)
BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP
2300 BP Tower
200 Public Square
Cleveland, Ohio 44114
(216) 363-4634
Attorneys for Glenn C. Pollack,
Chapter 11 Trustee

Approved:

Jeffrey M. Levinson, Esq.
MARGULIES & LEVINSON LLP
Local Counsel for the Agent

No objection.

Joseph Hutchinson, Esq.
BROUSE MCDOWELL
Attorneys for the Committee

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FACILITY	BUYER	PURCHASE PRICE	A/R TAKEN	A/R BELONGS TO BUYER AS OF:	ASSUMED EXECUTORY CONTRACTS
Augusta, ME	Maine Industrial Repair Service, Inc.	$615,000	Yes	First day following Closing Date	Final List to Be Delivered at Closing
Minneapolis, MN	Jonathan S. Joens	$340,000	Yes $\geq$ 90 day aged at Closing Date	First day following Closing Date	Final List to Be Delivered at Closing
Richmond, VA	Austin Industrial Services, L.L.C.	$210,000	Yes	First day following Closing Date	Final List to Be Delivered at Closing
Salt Lake City, UT	Jack Nielson	$125,000	No	N/A	N/A
Spokane, WA (West Rancher Rd.)	S & C Enterprises, Inc.	$1,200,000	No	N/A	Final List to Be Delivered at Closing
Utica, NY	5140 Commercial Drive, LLC	$200,000	No	N/A	N/A
Wilkes-Barre, PA	Edward Hendricks	$830,000	Yes	First day following Closing Date	Final List to Be Delivered at Closing

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EXHIBIT A

This document consisting of 15 pages is a true copy ... filed on 3-26-02
Attest: ... Clerk
By: [signature] 3-26-02
Deputy Clerk Date

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EXHIBIT B

A certain lot or parcel of land, with the buildings thereon, situate southerly and easterly of Darin Drive, so-called, in the City of Augusta, Kennebec County, Maine, being Lot #9 as shown on a plan entitled "Plan of the Augusta Business Park, Augusta, Maine", dated July 1977 by O.G. Coulling, revised March 3,1976, recorded in the Kennebec County Registry of Deeds in Plan File E-78063, and being further bounded and described as follows:

Beginning at a point on the southerly side of Darin Drive, which point is the northwesterly corner of the "Swift Lot" so-called as described in Book 1862, Page 122 at the Kennebec County Registry of Deeds; thence running N 61° W, 6.74 feet to a point of curvature of a 50 foot radius curve; thence running westerly and southerly along the arc of said curve 37.82 feet to a point of reverse curvature on a 60 foot radius curve; thence running westerly and northerly along the arc of said curve 90.78 feet to a point of reverse curvature on a 50 foot radius curve; thence running westerly along the arc of said curve 37.82 feet to a point of tangency; thence running N 61° W, 171.43 feet to a point of curvature of a 120 foot radius curve; thence running westerly and southerly 188.50 feet along the arc of said curve to a point of tangency; thence running S 29° W, 229.91 feet to a point; thence running S 61° E, 449.17 feet to the southwesterly corner of the "Swift Lot" so-called; thence running N 29° E, 349.91 feet along the westerly side of the "Swift Lot" to the point of beginning.

Meaning and intending to describe a parcel of land containing 3.48 acres in the Augusta Business Park. Said parcel being Lot 9 on Plan of Augusta Business Park.

Meaning and intending to describe premises in a deed of Westinghouse Electric Corporation to Eastern Electric Apparatus Repair Company, Inc., n/k/a Grand Eagle Services North America, Inc. dated June 27, 1986 and recorded in Book 2978 Page 136 Kennebec County Registry of Deeds.

RECEIVED KENNEBEC SS

2002 MAR 29 PM 1:55

ATTEST: [signature]
REGISTER OF DEEDS

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