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To the Honorable Commissioner of Paten.

102237544

, original documents or copy thereof.

1. Name of conveying party(ies):  
**BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION AS AGENT**

- Individual(s)
- General Partnership
- Corporation
- Other - California national banking association

9-14-02

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
**CONDOR SYSTEMS, INC.**

18705 Madrone Parkway  
Morgan Hill, California 95037

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - California
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designator is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other - Court Order of U.S. Bankruptcy Court,
- Merger
- Change of Name

Northern District of California, San Jose Division terminating security interest

Execution Date: June 25, 2002

4. Application number(s) or patent number(s) listed below

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,248,611      2,223,650      2,014,189

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: GLENN A. GUNDERSEN  
DECHERT  
4000 BELL ATLANTIC TOWER  
1717 ARCH STREET  
PHILADELPHIA, PA. 19103-2793  
TEL. NO. (215) 994-2183

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) .....\$90.00

- Enclosed
- Authorized to be charged to deposit account  
(Including any underpayment)

8. Deposit account number: 04-0475

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Matthew T. Smith  
Name of Person Signing

*Matthew T. Smith*  
Signature

September 12, 2002  
Date

Total number of pages including cover sheet, attachments, and document: [28]

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002591 FRAME: 0052

10/01/2002 LMIJELER 00000015 040475 2223650  
40.00 CH  
50.00 CH  
01 FC:461  
02 FC:462

1 MURPHY SHENEMAN JULIAN & ROGERS  
A Professional Corporation  
2 PATRICK A. MURPHY (S.B. No. 038832)  
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3 JUSTIN E. RAWLINS (S.B. No. 209915)  
2049 Century Park East, Suite 2100  
4 Los Angeles, CA 90067  
Telephone Number: (310) 788-3700  
5 Facsimile Number: (310) 788-3777

6 Counsel for Debtors and  
Debtors in Possession  
7

8 UNITED STATES BANKRUPTCY COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 SAN JOSE DIVISION

11 In re:  
12 CONDOR SYSTEMS, INC., a California  
corporation; CEI SYSTEMS, INC., a  
13 Delaware corporation,  
14  
Debtors.  
15  
16 Tax I.D. Nos. 94-2623793; and  
77-0466448  
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Chapter 11  
Jointly Administered for Administrative  
Purposes Only  
Case Nos. 01-55472-JRG; and  
01-55473-JRG  
**NOTICE OF ENTRY OF "ORDER  
AUTHORIZING AND APPROVING  
(1) ASSET PURCHASE AGREEMENT,  
(2) SALE OF SUBSTANTIALLY ALL OF  
THE DEBTORS' ASSETS FREE AND  
CLEAR OF LIENS, CLAIMS, RIGHTS,  
AND INTERESTS TO EDO ACQUISITION  
IV, INC., (3) ASSUMPTION AND  
ASSIGNMENT TO EDO ACQUISITION  
IV, INC. OF CERTAIN EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES,  
AND (4) CERTAIN RELATED RELIEF"**

Date: June 25, 2002  
Time: 10:00 a.m.  
Place: Courtroom 3020  
280 South First Street  
San Jose, CA 95113

26 MURPHY  
SHENEMAN  
27 JULIAN &  
ROGERS  
28 A PROFESSIONAL CORPORATION

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In re Condor, Case Nos. 01-55472-JRG and 01-55473-JRG  
NOTICE OF ENTRY OF "ORDER AUTHORIZING AND  
APPROVING ASSET PURCHASE AGREEMENT...."

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**TO ALL PARTIES ENTITLED TO RECEIVE NOTICE:**

**PLEASE TAKE NOTICE THAT,** on June 25, 2002, the Court, the Honorable James R. Grube presiding, entered its "Order Authorizing and Approving (1) Asset Purchase Agreement, (2) Sale of Substantially All of the Debtors' Assets Free and Clear of Liens, Claims, Rights, and Interests to EDO Acquisition IV, Inc., (3) Assumption and Assignment to EDO Acquisition IV, Inc. of Certain Executory Contracts and Unexpired Leases, and (4) Certain Related Relief" (the "Order"). A copy of the Order is attached hereto as Exhibit "A."

Dated: June 26 2002

Respectfully submitted,

MURPHY SHENEMAN JULIAN & ROGERS  
A Professional Corporation

By Eric E. Sagerman  
Eric E. Sagerman  
Counsel for Debtors and  
Debtors in Possession

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1 MURPHY SHENEMAN JULIAN & ROGERS  
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2 PATRICK A. MURPHY (State Bar No. 38832)  
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2049 Century Park East, Suite 2100  
4 Los Angeles, California 90067  
Telephone Number: (310) 788-3700  
5 Facsimile Number: (310) 788-3777  
6 Counsel for Debtors and Debtors in Possession

**FILED**

JUN 25 2002

CLERK  
United States Bankruptcy Court  
San Jose, California

8 UNITED STATES BANKRUPTCY COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 SAN JOSE DIVISION

11 In re  
12 CONDOR SYSTEMS, INC., a California  
corporation; CEI SYSTEMS, INC., a  
13 Delaware corporation,  
14 Debtors.  
15 Tax I.D. Nos. 94-2623793; and  
16 77-0466448

Chapter 11  
Jointly Administered for Administrative  
Purposes Only  
Case Nos. 01-55472-JRG  
01-55473-JRG

**ORDER AUTHORIZING AND  
APPROVING (1) ASSET PURCHASE  
AGREEMENT, (2) SALE OF  
SUBSTANTIALLY ALL OF THE  
DEBTORS' ASSETS FREE AND CLEAR  
OF LIENS, CLAIMS, RIGHTS, AND  
INTERESTS TO EDO ACQUISITION IV,  
INC., (3) ASSUMPTION AND  
ASSIGNMENT TO EDO ACQUISITION  
IV, INC. OF CERTAIN EXECUTORY  
CONTRACTS AND UNEXPIRED  
LEASES, AND (4) CERTAIN RELATED  
RELIEF**

Date: June 25, 2002  
Time: 10:00 a.m.  
Place: Courtroom 3020  
280 S. First Street  
San Jose, CA 95113

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In re Condor, Case Nos. 01-55472-JRG and 01-55473-JRG  
ORDER AUTHORIZING AND APPROVING ASSET  
PURCHASE AGREEMENT

1 This matter having come before the Court on the Motion, dated June 5, 2002  
2 (the "Motion")<sup>1</sup> of Condor Systems, Inc. and CEI Systems, Inc., the above-captioned debtors  
3 and debtors in possession (collectively, the "Debtors"), for entry of an order authorizing and  
4 approving, among other things, (i) the sale (the "Sale") of substantially all of the Debtors'  
5 assets free and clear of liens, charges, claims, rights, interests, pledges, security interests,  
6 conditional sale agreements or other title retention agreements, leases, tenancies, ground  
7 rents, licenses, mortgages, security agreements, covenants, conditions, restrictions, rights-of-  
8 way, easements, encroachments, options, judgments or other encumbrances affecting title  
9 (including the filing of, or agreement to give, any financing statement under the Uniform  
10 Commercial Code of any jurisdiction) (not including Permitted Exceptions, collectively, the  
11 "Liens"), to EDO Acquisition IV, Inc. (the "Purchaser"), pursuant to that certain Amended  
12 and Restated Asset Purchase Agreement, dated as of May 31, 2002 (including all exhibits and  
13 attachments thereto, and as hereafter and heretofore amended, modified and supplemented,  
14 the "Purchase Agreement"), among the Debtors, as sellers, and the Purchaser, as purchaser,  
15 (ii) the assumption and assignment of certain related contracts and leases, and (iii) notice with  
16 respect thereto; and the Court having entered an order on June 4, 2002 (the "Sale Procedures  
17 Order") approving, among other things, the proposed notice, sales, and bidding procedures  
18 (collectively, the "Sale Procedures") with respect to the Sale, the form of asset purchase  
19 agreement for the Sale, and notice of the Sale; and the Debtors, as sellers, having executed the  
20 Purchase Agreement with the Purchaser, as purchaser, appended hereto as Exhibit A; and the  
21 Purchaser having been determined by the Debtors to have submitted the highest and/or  
22 otherwise best bid for the Purchased Assets set forth in Section 2.1 of the Purchase  
23 Agreement, and the parties having adequately and properly disclosed in the Motion (i) that,  
24 pursuant to Section 6.1(h) of the Purchase Agreement, the Purchaser intends to enter into  
25 certain agreements with the individuals listed on Schedule 6.1(h) thereto and (ii) the  
26 substance of such agreements; and a hearing to consider the relief requested in the Motion  
27

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<sup>1</sup> All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion or the Purchase Agreement (as defined below), as applicable.

In re Condor, Case Nos. 01-55473 JRG and 01-55473 JRG  
ORDER AUTHORIZING AND APPROVING ASSET  
PURCHASE AGREEMENT

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1 asserting Liens in the Purchased Assets; (g) necessary parties to governmental approvals or  
2 permits; (h) all federal, state, and local regulatory or taxing authorities or recording offices  
3 that have a reasonably known interest in the relief requested in the Motion; (i) other potential  
4 purchasers known to the Debtors to have expressed an interest in acquiring the Purchased  
5 Assets; and (j) the Office of the United States Attorney, the Securities Exchange Commission,  
6 and the Pension Benefit Guaranty Corporation.

7 F. As demonstrated by (i) the testimony and other evidence proffered or  
8 adduced at or prior to the Sale Hearing and (ii) the representations of counsel made on the  
9 record at the Sale Hearing, the Debtors and their professionals have (i) explored the potential  
10 of a sale with all entities expressing an interest in purchasing the Purchased Assets and the  
11 Assigned Leases, Assigned Contracts, and all other Assigned Documents and (ii) conducted  
12 the sale process with respect thereto in compliance with the Sale Procedures and the Sale  
13 Procedures Order.

14 G. The Debtors have represented, subject to the terms of the Purchase  
15 Agreement, that each of the Debtors (i) has full corporate power and authority to execute the  
16 Purchase Agreement and all other documents contemplated thereby, and the Sale of the  
17 Purchased Assets, the assignment of the Assigned Leases, Assigned Contracts, and all other  
18 Assigned Documents by the Debtors, and all of the other Transactions have been duly and  
19 validly authorized by all necessary corporate action of each of the Debtors, (ii) has all of the  
20 corporate power and authority necessary to consummate the Transactions, (iii) has taken all  
21 corporate action necessary to authorize and approve the Purchase Agreement and all other  
22 documents contemplated thereby and the consummation by the Debtors of the Transactions,  
23 and (iv) other than the consent of this Court, and subject to and except as set forth in the  
24 Purchase Agreement or as otherwise required by 11 U.S.C. § 365, no consents or approvals  
25 are required for the Debtors or Purchaser to consummate the Transactions.

26 H. The relief requested in the Motion (including, without limitation, the  
27 approval of the Purchase Agreement, the Sale pursuant to sections 363(b) and (f) of the  
28 Bankruptcy Code, and the other Transactions) is an appropriate step toward enabling the

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1 having been held on June 25, 2002 (the "Sale Hearing"); and adequate and sufficient notice  
2 (including via publication in the Wall Street Journal on or about June 6, 2002) of (a) the Sale  
3 Procedures, (b) the proposed Purchase Agreement (and all transactions contemplated  
4 thereunder and in this Order, including, but not limited to, the Sale of the Purchased Assets  
5 and the assignment of the Assigned Leases, Assigned Contracts, and all other Assigned  
6 Documents to the Purchaser (collectively, the "Transactions")), (c) the possibility of an  
7 Auction, and (d) the Sale Hearing having been given to all parties-in-interest in these cases as  
8 shown on the proofs of service on file with the Court; and all interested parties having been  
9 afforded an opportunity to be heard with respect to the Motion and all relief related thereto;  
10 and the Court having reviewed and considered (i) the Motion, (ii) the objections thereto, if  
11 any, and (iii) the arguments of counsel made, and the evidence proffered or adduced, at or  
12 before the Sale Hearing; and it appearing that the relief requested in the Motion, including,  
13 but not limited to, the approval of the (i) Sale of the Purchased Assets and (ii) the assumption  
14 and assignment of the Assigned Leases, Assigned Contracts, and all other Assigned  
15 Documents to the Purchaser, is in the best interests of the Debtors, their estates, creditors, and  
16 other parties-in-interest herein; and based on the Motion, the statements of counsel, the record  
17 of the Sale Hearing, and the record in these cases, the Court having determined and concluded  
18 as follows, it is hereby

19 FOUND AND DETERMINED THAT:<sup>2</sup>

20 A. The court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157  
21 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue  
22 of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

23 B. The statutory predicates for the relief sought in the Motion are  
24 sections 363(b), (f), (m), and (n), 365, and 1146(c) of the United States Bankruptcy Code, 11  
25 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"), and Rules 2002, 6004, 6006, and  
26 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

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27  
28 <sup>2</sup> Findings of fact shall be construed as conclusions of law and conclusions of law shall  
be construed as findings of fact when appropriate.

1 C. The Sale Procedures Order has become a final and non-appealable  
2 Order. Due, proper, timely, adequate, and sufficient notice of the Sale Procedures and sale  
3 under sections 363(b) and (f) of the Bankruptcy Code has been given in accordance with  
4 Bankruptcy Rules 2002 and 6004, as modified by the Sales Procedures Order. No other or  
5 further notice of the Sale Procedures is or shall be required.

6 D As evidenced by the affidavits of service and publication filed with this  
7 Court, and based on representations of counsel at the Sale Hearing, (i) due, proper, timely,  
8 adequate, and sufficient notice of the Motion, the possibility of an Auction, the Sale Hearing,  
9 and the Transactions, including, without limitation, the Sale of the Purchased Assets and the  
10 assumption and assignment of the Assigned Leases, Assigned Contracts, and all other  
11 Assigned Documents has been provided in accordance with sections 102(1), 105, 363, and  
12 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9014 and in  
13 compliance with the Sale Procedures Order, (ii) such notice was good, sufficient, and  
14 appropriate under the particular circumstances, and (iii) no other or further notice of the  
15 Motion, the Sale Hearing, the possibility of an Auction, or the Transactions, including,  
16 without limitation, the Sale of the Purchased Assets and the assumption and assignment of the  
17 Assigned Leases, Assigned Contracts, and all other Assigned Documents, is or shall be  
18 required.

19 E. A reasonable opportunity to object or be heard with respect to the  
20 Transactions, the Motion, and the relief requested therein (including, without limitation, the  
21 Sale of the Purchased Assets and the assumption and assignment of the Assigned Leases,  
22 Assigned Contracts, and all other Assigned Documents) has been afforded to: (a) all creditors  
23 in these cases, including without limitation, all secured creditors of record and any other  
24 parties of record asserting Liens in any of the Purchased Assets; (b) counsel to, and financial  
25 advisors for, the Committee; (c) any party to an Assigned Contract or Assigned Lease that is  
26 the subject of the Purchase Agreement or such party's counsel; (d) the Office of the United  
27 States Trustee; (e) any party listed on a special notice list authorized by any case management  
28 order entered in these cases; (f) the Internal Revenue Service and any other taxing authorities

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PERMITTED COUNSEL



1 Debtors to successfully prosecute these Chapter 11 cases and is in the best interests of the  
2 Debtors, their creditors, their estates, and all other parties-in-interest in these cases.

3 I. The Sale to the Purchaser and the consummation of the other  
4 Transactions will further the Debtors' ability to confirm and consummate a Chapter 11 Plan  
5 ("Plan"). The Sale is a sale in contemplation of such a Plan and, accordingly, upon  
6 confirmation of a Plan, shall be a transfer pursuant to section 1146(c) of the Bankruptcy  
7 Code, which shall not be taxed under any law imposing a stamp tax or similar tax.

8 J. The Debtors have demonstrated and proven to the satisfaction of this  
9 Court a good, sufficient, and sound business purpose and justification for the Sale and other  
10 Transactions contemplated by the Purchase Agreement and this Order, pursuant to  
11 section 363(b) of the Bankruptcy Code. The relief requested in the Motion (including,  
12 without limitation, the approval of the Purchase Agreement, the Sale, and the other  
13 Transactions) at this time outside of a Plan is further justified by the compelling  
14 circumstances described in the Motion. Accordingly, the entry of this Order and the approval  
15 of (a) the Sale of the Purchased Assets and the (b) assumption and assignment of the  
16 Assigned Leases, Assigned Contracts, and all other Assigned Documents to the Purchaser  
17 under the Purchase Agreement, pursuant to sections 363(b), 363(f), and 365 of the  
18 Bankruptcy Code, are necessary and appropriate to maximize the value of the Debtors'  
19 estates.

20 K. The Purchaser is not an "insider" of any of the Debtors, as that term is  
21 defined in section 101 of the Bankruptcy Code, and is unrelated to the Debtors. The sale  
22 price under the Purchase Agreement was not controlled by an agreement between potential or  
23 actual bidders within the meaning of section 363(n) of the Bankruptcy Code. The Purchase  
24 Agreement was negotiated, proposed, and entered into by the Debtors and the Purchaser  
25 without collusion, in good faith, and from arm's-length bargaining positions. Neither the  
26 Debtors nor the Purchaser have engaged in any conduct that would cause or permit the  
27 Purchase Agreement or any part of the Transactions to be avoided under section 363(n) of the  
28 Bankruptcy Code.

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1 L. The Purchaser is a good faith purchaser under section 363(m) of the  
2 Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

3 The Purchaser will be acting in good faith within the meaning of section 363(m) of the  
4 Bankruptcy Code in closing the Transactions.

5 M. Due, proper, timely, adequate, and sufficient notice of the agreements  
6 referred to in Section 6.1(h) of the Purchase Agreement between the Purchaser and the  
7 members of senior management listed on Schedule 6.1(h) thereto has been given, such that no  
8 other or further notice is or shall be required.

9 N. Prompt approval and consummation of the Purchase Agreement and  
10 Transactions will preserve the value of the Business.

11 O. Through a competitive sale process, including seeking higher and better  
12 offers for the Purchased Assets and the Assigned Leases, Assigned Contracts, and all other  
13 Assigned Documents through notice of the Motion, the possibility of an Auction, and  
14 pursuant to the overbid procedures set forth in the Sale Procedures Order, the Debtors and  
15 their professionals afforded interested potential purchasers a full, fair, and reasonable  
16 opportunity to make a higher and better offer to purchase the Purchased Assets and the  
17 Assigned Leases, Assigned Contracts, and all other Assigned Documents.

18 P. The Debtors have, to the extent necessary, satisfied the requirements of  
19 sections 365(b)(1) and 365(f) of the Bankruptcy Code in connection with the sale,  
20 assumption, and assignment of the Assigned Leases, Assigned Contracts, and all other  
21 Assigned Documents.

22 Q. The aggregate consideration provided by the Purchaser for the  
23 Purchased Assets pursuant to the Purchase Agreement and the assignment of the Assigned  
24 Leases, Assigned Contracts, and all other Assigned Documents thereunder (i) is fair and  
25 reasonable, (ii) is the highest and best offer for the Purchased Assets and the Assigned  
26 Leases, Assigned Contracts, and all other Assigned Documents, (iii) will provide the greatest  
27 recovery for the Debtors' creditors as among all known available alternatives, and  
28 (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code

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1 and under the laws of the United States, any state, territory, possession thereof, or the District  
2 of Columbia. The terms and conditions of the Purchase Agreement are also fair and  
3 reasonable.

4 R. Each entity with a Lien in the Purchased Assets, the Assigned Leases,  
5 Assigned Contracts, and all other Assigned Documents has consented to its sale and/or  
6 assignment (as applicable), is deemed to have consented to its sale and/or assignment (as  
7 applicable), or could be compelled in a legal or equitable proceeding to accept a money  
8 satisfaction of such Lien, or the Sale otherwise satisfies the requirements of section 363(f) of  
9 the Bankruptcy Code. Therefore, the Debtors may sell the Purchased Assets and assign the  
10 Assigned Leases, Assigned Contracts, and all other Assigned Documents free and clear of all  
11 Liens of any kind or nature whatsoever because, in each case, one or more of the standards set  
12 forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those non-debtor  
13 parties with Liens in the Purchased Assets who did not object, or who withdrew their  
14 objections, to the Purchase Agreement or the Motion are deemed to have consented to such  
15 sale pursuant to sections 363(f)(2) and 365 of the Bankruptcy Code. Those non-debtor parties  
16 with claims or interests in the Purchased Assets who initially objected to the Motion have  
17 consented to the Sale.

18 S. The Purchaser represents that it would not have entered into the  
19 Purchase Agreement and would not consummate the Transactions, if the Sale of the  
20 Purchased Assets and the assignment of the Assigned Leases, Assigned Contracts, and all  
21 other Assigned Documents to the Purchaser were not free and clear of all Liens of any kind or  
22 nature whatsoever, or if the Purchaser would, or in the future could, be liable for any of the  
23 Liens, including, without limitation, the Retained Liabilities.

24 T. The Debtors have demonstrated that it is an exercise of their sound  
25 business judgment to assume and assign the Assigned Leases, Assigned Contracts, and all  
26 other Assigned Documents to the Purchaser in connection with the consummation of the  
27 Transactions, and the assumption and assignment of the Assigned Leases, Assigned  
28 Contracts, and all other Assigned Documents to the Purchaser is in the best interests of the

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1 Debtors, their estates, and their creditors. The Assigned Leases, Assigned Contracts, and all  
2 other Assigned Documents being assigned to the Purchaser are an integral part of the  
3 Purchased Assets purchased by the Purchaser and, accordingly, the assumption and  
4 assignment of the Assigned Leases, Assigned Contracts, and all other Assigned Documents to  
5 the Purchaser is reasonable, enhances the value of the Debtors' estates, and does not  
6 constitute unfair discrimination.

7 U. As set forth in the Purchase Agreement, the Debtors and the Purchaser  
8 have (i) cured, or have provided adequate assurance of cure, of defaults existing prior to the  
9 date hereof under each executory contract or unexpired lease included in the Assigned Leases,  
10 Assigned Contracts, and all other Assigned Documents, to the extent required by  
11 section 365(b)(1)(A) of the Bankruptcy Code, (ii) provided compensation or adequate  
12 assurance of compensation to any party for any actual pecuniary loss to such party resulting  
13 from a default prior to the date hereof under any of the executory contracts or unexpired  
14 leases included in the Assigned Leases, Assigned Contracts, and all other Assigned  
15 Documents, to the extent required by section 365(b)(1)(B) of the Bankruptcy Code, and  
16 (iii) have provided adequate assurance of the Purchaser's future performance of and under the  
17 executory contracts and unexpired leases included in the Assigned Leases, Assigned  
18 Contracts, and all other Assigned Documents, to the extent required by sections 365(b)(1)(C)  
19 and 365(1)(2)(B) of the Bankruptcy Code.

20 V. Time is of the essence in closing the Transactions, and the Debtors and  
21 the Purchaser intend to close the Sale and other Transactions as soon as possible.

22 NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND  
23 DECREED THAT:

24 General Provisions

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- 25 1 The Motion is GRANTED.  
26 2 All objections to the entry of this Order or the relief provided herein and  
27 in the Motion have, as far as the Court is aware, been withdrawn, waived, or settled, and to  
28

1 the extent that any other objections remain, such objections are hereby denied and overruled  
2 on the merits with prejudice.

3 **Approval of the Purchase Agreement**

4 3 The Purchase Agreement, and all of the terms and conditions thereof,  
5 the Sale, and all other Transactions are hereby approved in all respects.

6 4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors  
7 (including, but not limited to, their respective officers, employees, and agents) are authorized  
8 to consummate the Transactions pursuant to, and in accordance with, the terms and conditions  
9 of the Purchase Agreement. Without limiting the generality of the foregoing, the Purchaser  
10 shall pay to the Debtors' estate all amounts due under the Purchase Agreement as, when, and  
11 to the extent due, including the Purchase Price, and the Debtors shall convey the Purchased  
12 Assets to the Purchaser. The Debtors shall hold the net proceeds of the Sale in a segregated  
13 account pending further Order or Orders of the Court in accordance with the investment  
14 policy approved by the Court by Order entered on November 30, 2001; provided, the Debtors  
15 shall be permitted to use unencumbered funds (i) to pay expenses of administration and wind-  
16 down, including professional fees, and (ii) to perform in accordance with the Purchase  
17 Agreement, including the making of Cure Payments to the extent required thereunder.

18 5. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors  
19 (including, but not limited to, their respective officers, employees, and agents) are further  
20 authorized to execute and deliver, and empowered to perform under, consummate, and  
21 implement the Purchase Agreement, together with all additional instruments and documents  
22 that may be reasonable to implement the Purchase Agreement, and to take all further actions  
23 as may be reasonable to the performance of the obligations and to implement more effectively  
24 the Transactions as contemplated by the Purchase Agreement.

25 **Transfer of the Purchased Assets**

26 6. Pursuant to section 363(f) of the Bankruptcy Code, the Purchased  
27 Assets (and good, clear, and marketable title thereto) shall be transferred, conveyed, and  
28 assigned to the Purchaser upon consummation of the Transactions (the "Closing") as set forth

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1 in the Purchase Agreement free and clear of all Liens, other than the Assumed Liabilities,  
2 with all such Liens to attach to the net cash proceeds of the Sale to the same extent and with  
3 the same validity, force, effect and priority that such Liens attached to the Purchased Assets,  
4 subject to any claims and defenses the Debtors may possess with respect thereto. Without in  
5 any way limiting the generality of the foregoing but subject to the limitations thereof, other  
6 than as set forth in the Purchase Agreement with respect to the Assumed Liabilities and the  
7 Permitted Exceptions, the Purchased Assets and the Assigned Leases, Assigned Contracts,  
8 and all other Assigned Documents transferred under the Purchase Agreement shall be, to the  
9 fullest extent permissible by law, transferred, conveyed, and assigned to the Purchaser free  
10 and clear of any and all claims, liens, pledges, offsets, set-offs, recoupments, charges,  
11 product, environmental, tax, and other liabilities (whether secured or unsecured, contingent,  
12 or absolute, liquidated or unliquidated, perfected or unperfected, choate or inchoate, filed or  
13 unfiled, scheduled or unscheduled, recorded or unrecorded), taxes, security interests,  
14 mortgages, restrictions, indentures, loans, credit agreements, other agreements, instruments,  
15 contracts, judgments, and orders of any court or governmental department, commission,  
16 board, agency, or instrumentality, domestic or foreign, and any actions and proceedings of  
17 any kind or nature, and any claim by any person or entity asserting any rights or interests  
18 except as specifically reserved within the Purchase Agreement.

19           7.       *Except as expressly permitted or otherwise specifically provided by the*  
20 *Purchase Agreement or this Order, including the provisions hereof providing for the*  
21 *attachment of Liens to the proceeds of the Sale, all persons and entities, including, but not*  
22 *limited to, all debt security holders, equity security holders, federal, state, or local*  
23 *governmental, tax, environmental, and regulatory authorities or agencies, lenders, trade, and*  
24 *other creditors, holding Liens of any kind or nature whatsoever against or in the Debtors, the*  
25 *Purchased Assets, the Assigned Leases, Assigned Contracts, or any and all other Assigned*  
26 *Documents (whether legal or equitable, secured or unsecured, matured or unmatured,*  
27 *contingent or non-contingent, senior or subordinated), arising under or out of, in connection*  
28 *with, or in any way relating to, the Debtors, the Purchased Assets, the Assigned Leases.*

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1 *Assigned Contracts, all other Assigned Documents, the Retained Liabilities, the operation of*  
2 *the Business prior to the Closing Date, or the transfer of the Purchased Assets or the*  
3 *Assigned Leases, Assigned Contracts, and all other Assigned Documents to the Purchaser,*  
4 *excluding in all cases Liens with respect to Excluded Assets (including the proceeds of the*  
5 *Sale), hereby are forever barred, estopped, and permanently enjoined from asserting against*  
6 *the Purchaser, its successors or assigns, property, or assets, such persons' or entities'*  
7 *respective Liens. No such persons or entities shall assert against the Purchaser or its*  
8 *successors in interest any liability, debt, claim, or obligation relating to, or arising from, the*  
9 *ownership or operation of the Purchased Assets or any liabilities calculable by reference to*  
10 *the Debtors or the Debtors' assets or operations.*

11           8.       The transfer of the Purchased Assets and the Assigned Leases, Assigned  
12 Contracts, and all other Assigned Documents to the Purchaser pursuant to the Purchase  
13 Agreement constitutes a legal, valid, and effective transfer, assignment, and conveyance of  
14 such assets, leases, contracts, and documents, and shall, to the fullest extent permissible by  
15 law, vest the Purchaser with all right, title (which title shall be good, clear, and marketable),  
16 and interest of the Debtors in and to such assets, leases, contracts, and documents free and  
17 clear of all Liens of any kind or nature whatsoever. Without limiting the generality of the  
18 foregoing, but subject to the limitations thereof and to the terms of the Purchase Agreement,  
19 the Debtors shall transfer to the Purchaser all licenses and Permits and any other Assigned  
20 Document held by each Debtor or issued or granted by any Authority or any other Person  
21 with respect to the operation of the Business or the use or ownership of any of the Purchased  
22 Assets, and all Persons and Authorities shall, to the fullest extent permissible by law, honor  
23 such transfers.

24           9.       Upon confirmation of a Plan, the transfer of the Purchased Assets, the  
25 Assigned Leases, Assigned Contracts, and all other Assigned Documents pursuant to the  
26 Transactions is a transfer pursuant to section 1146(c) of the Bankruptcy Code, and  
27 accordingly shall not be taxed under any federal, state, local municipal, or other law  
28 imposing, or claiming to impose, a stamp tax or a sale, transfer, or any other similar tax on

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1 any of the Debtors' transfers or sales of real estate, personal property, or other assets owned  
2 by it. Pending confirmation of a Plan, the Debtors shall hold in a segregated account the  
3 amount of such taxes, which funds shall be released to the Debtors' estates upon entry of an  
4 Order confirming a Plan.

5 Assumption and Assignment to the Purchaser of the Assigned  
6 Leases, Assigned Contracts, and the other Assigned Documents

7 10. Pursuant to section 365 of the Bankruptcy Code, and subject to, and  
8 conditioned upon, the Closing, the Debtors' assumption and/or assignment to the Purchaser,  
9 and the Purchaser's assumption on the terms set forth in the Purchase Agreement, of the  
10 Assigned Leases, Assigned Contracts, and all other Assigned Documents, is hereby approved,  
11 and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are  
12 hereby deemed satisfied to the extent such section is applicable.

13 11. The Debtors are hereby authorized in accordance with section 365 of the  
14 Bankruptcy Code to (a) assume and/or assign to the Purchaser, subject to and effective upon  
15 the Closing, the Assigned Leases, Assigned Contracts, and all other Assigned Documents free  
16 and clear (to the fullest extent permissible by law) of all Liens, and (b) as set forth in the  
17 Purchase Agreement, execute and deliver to the Purchaser such documents or other  
18 instruments and take all further actions as may be necessary or appropriate to assign and  
19 transfer the Assigned Leases, Assigned Contracts, and all other Assigned Documents to the  
20 Purchaser.

21 12. The Assigned Leases, Assigned Contracts, and all other Assigned  
22 Documents shall be transferred to, and remain in full force and effect for the benefit of, the  
23 Purchaser in accordance with their respective terms, notwithstanding any provision in any  
24 such Assigned Lease, Assigned Contract, or other Assigned Document (including those of the  
25 type described in sections 365(b)(2) and (f)(1) of the Bankruptcy Code) that prohibits,  
26 precludes, restricts, or conditions such assignment or transfer.

27 13. All defaults or other obligations of the Debtors under any executory  
28 contract or unexpired lease included in the Assigned Lease, Assigned Contract, or other

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1 Assigned Document arising or accruing prior to the date of this Order (without giving effect  
2 to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2)  
3 of the Bankruptcy Code) shall be deemed cured by the Debtors upon payment by the Debtors  
4 (or by the Purchaser, to the extent set forth in the Purchase Agreement) by or at the Closing of  
5 the Transactions or as soon thereafter as practicable of the required cure amounts with respect  
6 to those Assigned Leases, Assigned Contracts, and other Assigned Documents (the "Cure  
7 Amounts") as set forth in the schedule attached to the "Declaration of Frederic Bassett..."  
8 dated June 5, 2002, and the Purchaser shall have no other liability or obligation arising or  
9 accruing prior to the Closing Date, except as otherwise expressly provided in the Purchase  
10 Agreement.

11           14.       *Except for the Debtors' obligation, if any, to pay the Cure Amounts*  
12 *(other than as may be set forth in the Purchase Agreement), and without limiting the*  
13 *provisions hereof providing for the attachment of Liens to the proceeds of the Sale, each non-*  
14 *debtor party to an Assigned Lease, Assigned Contract, or other Assigned Document is forever*  
15 *barred, precluded, estopped, and permanently enjoined from asserting against the Debtors or*  
16 *the Purchaser, or the property of any of them, any default existing as of the date of the Sale*  
17 *Hearing; or, against the Purchaser, any counterclaim, defense, setoff, or any other claim*  
18 *asserted or assertable against the Debtors.*

19           15.       Any provision in any Assigned Lease, Assigned Contract, other  
20 Assigned Document, or any other agreement to which any of the Debtors is a party that  
21 purports to declare a breach or default as a result of a change in control of the Business or  
22 requires the consent of a non-Debtor party is hereby deemed unenforceable under section  
23 365(f) of the Bankruptcy Code, and all such Assigned Leases, Assigned Contracts, other  
24 Assigned Documents, and other agreements shall remain in full force and effect and shall be  
25 valid, binding, and enforceable upon all non-debtor parties thereto to the same extent they  
26 were prior to the transfer thereof by the applicable Debtors.

27           16.       The failure of the Debtors or the Purchaser to enforce at any time one or  
28 more terms or conditions of any Assigned Lease, Assigned Contract, or other Assigned

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1 Document shall not be a waiver of (i) such terms or conditions or (ii) the Debtors' and the  
2 Purchaser's rights to enforce every term and condition of such Assigned Leases, Assigned  
3 Contracts, and other Assigned Documents.

4 17. On or prior to the Closing Date, Purchaser shall, with respect to each of  
5 the Existing LC's set forth on Schedule 2.12(b)(vii) of the Purchase Agreement, either  
6 (a) cause each such Existing LC to be released and returned to the issuing bank thereof (in  
7 each case, the "Issuing Bank") with a copy to Debtors, or (b) deliver to the relevant Issuing  
8 Bank a standby letter of credit issued by Mellon Bank, N.A. (or another bank reasonably  
9 acceptable to such Issuing Bank) in form and substance reasonably acceptable to such Issuing  
10 Bank, naming such Issuing Bank as the beneficiary thereunder (each, a "Back-to-Back LC").  
11 Each Back-to-Back LC (x) shall be in an amount equal to 105% (or such lesser percentage as  
12 the relevant Issuing Bank and Purchaser may otherwise agree) of the amount of the  
13 Existing LC for which such Back-to-Back LC is being delivered, (y) shall expire no less than  
14 one (1) month after the end of the term of such Existing LC and (z) shall otherwise have  
15 substantially the same terms as such Existing LC. With respect to each Existing LC set forth  
16 on Schedule 2.12(b)(vii) that is not released and returned to the relevant Issuing Bank in  
17 accordance with clause (a) above, Purchaser shall pay all fees and expenses necessary to keep  
18 in effect such Existing LC after the Closing Date until such time as such Existing LC is  
19 released and returned to the relevant Issuing Bank or expires pursuant to its terms.

20 Additional Provisions

21 18. The aggregate consideration provided by the Purchaser for the  
22 Purchased Assets pursuant to the Purchase Agreement and the assignment of the Assigned  
23 Leases, Assigned Contracts, and all other Assigned Documents thereunder (i) is fair and  
24 reasonable and (ii) shall be deemed to constitute reasonably equivalent value and fair  
25 consideration under the Bankruptcy Code and under the laws of the United States, any state,  
26 territory, possession thereof, or the District of Columbia. The terms and conditions of the  
27 Purchase Agreement are also fair and reasonable, and may not be avoided under  
28 section 363(n) of the Bankruptcy Code.

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1           19.       On the Closing Date of the Transactions, each of the Debtors' creditors  
2 is authorized and directed to execute such documents and take all other actions as may be  
3 necessary to release its Liens in the Purchased Assets and the Assigned Leases, Assigned  
4 Contracts, and all other Assigned Documents, if any, as such Liens may have been recorded  
5 or may otherwise exist, subject to the attachment of such Liens to the proceeds of the Sale as  
6 provided herein.

7           20       This Order shall, to the fullest extent permissible by law, (a) be  
8 effective as a determination that, on the Closing Date, all Liens existing with respect to the  
9 Debtors, the Purchased Assets, the Assigned Leases, the Assigned Contracts, or any other  
10 Assigned Documents prior to the Closing (other than Liens with respect to Excluded Assets  
11 (including the proceeds of the Sale)) have been unconditionally released, discharged, and  
12 terminated (other than the Assumed Liabilities), and that the conveyances described herein  
13 have been effected, and (b) be binding upon and shall govern the acts of all entities who may  
14 be required by operation of law, the duties of their office, or contract, to accept, file, register  
15 or otherwise record or release any documents or instruments, or who may be required to  
16 report or insure any title or state of title in or to any of such assets, leases, contracts, or  
17 documents.

18           21.       Each and every federal, state, and local governmental agency or  
19 department is, to the fullest extent permissible by law, hereby directed to accept any and all  
20 documents and instruments necessary and appropriate to consummate the transactions  
21 contemplated by the Purchase Agreement (including, but not limited to, with respect to the  
22 Sale of the Purchased Assets, the transfer of all permits and Licenses, and the assignment of  
23 the Assigned Leases, Assigned Contracts, and all other Assigned Documents).

24           22       If any person or entity that has filed financing statements, mortgages,  
25 mechanic's liens, *lis pendens*, or other documents or agreements evidencing Liens with  
26 respect to the Debtors, the Purchased Assets, the Assigned Leases, the Assigned Contracts, or  
27 any other Assigned Documents (other than Liens with respect to Excluded Assets (including  
28 the proceeds of the Sale)) shall not have delivered to the Debtors and the Purchaser prior to

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1 the Closing Date, in proper form for filing and executed by the appropriate parties,  
2 termination statements, instruments of satisfaction, releases of all such Liens which the  
3 person or entity has with respect to the Debtors, the Purchased Assets, the Assigned Leases,  
4 Assigned Contracts, all other Assigned Documents, or otherwise, then (a) the Debtors and  
5 Purchaser are each hereby authorized to execute and file such statements, instruments,  
6 releases, and other documents on behalf of the person or entity with respect to such assets,  
7 leases, and contracts and (b) the Debtors and Purchaser are each hereby authorized to file,  
8 register, or otherwise record a certified copy of this Order, which, once filed, registered, or  
9 otherwise recorded, shall constitute conclusive evidence of the release of all such Liens in the  
10 Purchased Assets, the Assigned Leases, the Assigned Contracts, and/or all other Assigned  
11 Documents of any kind or nature whatsoever (subject in all cases to the attachment of all such  
12 Liens to the proceeds of the Sale as provided herein).

13           23.       All entities who are presently, or on the Closing Date may be, in  
14 possession of some or all of the Purchased Assets are hereby directed to surrender possession  
15 of the Purchased Assets either to (a) the Debtors prior to the Closing Date, for subsequent  
16 transfer to the Purchaser on the Closing Date, or (b) to the Purchaser on the Closing Date.

17           24.       Except for the Assumed Liabilities or as otherwise provided in the  
18 Purchase Agreement, the Purchaser is not assuming any liabilities, debts, or obligations of the  
19 Debtors or any liabilities, debts, or obligations in any way whatsoever relating to or arising  
20 from the Debtors' ownership or operation of the Purchased Assets, the Assigned Leases, the  
21 Assigned Contracts, or the other Assigned Documents to the Closing Date or any liabilities  
22 calculable by reference to the Debtors or their assets or operations, or relating to continuing  
23 conditions existing on or prior to the Closing Date, without regard to whether the claimant  
24 asserting any such liabilities, debts, or obligations has delivered to the Purchaser a release  
25 thereof. Without limiting the generality of the foregoing, and except as otherwise specifically  
26 provided herein or in the Purchase Agreement, the Purchaser is not intentionally or knowingly  
27 assuming any liability of any Debtor, or any predecessors or Affiliate of any Debtor, and any  
28 of their respective representatives or any claim against any and all of the foregoing, whether

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1 matured or unmatured, known or unknown, contingent or absolute, direct or indirect,  
2 whensoever incurred, whether or not related to the Business, and the Purchaser shall not  
3 assume (1) any liabilities on account of any taxes arising, accruing, or payable under, out of,  
4 in connection with, or in any way relating to the operation of the Business prior to the Closing  
5 Date (including, without limitation, any liabilities arising under or with respect to any tax  
6 statutes or ordinances including, without limitation, the Internal Revenue Code of 1986, as  
7 amended) and (2) any environmental liabilities, including, without limitation, debts, claims,  
8 or obligations arising from conditions first existing on or prior to Closing (including, without  
9 limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes)  
10 that may be asserted on any basis, including, without limitation, under the Comprehensive  
11 Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.;  
12 liabilities in respect of labor matters, including, without limitation, any obligations which  
13 might otherwise arise or, pursuant to, the Employee Retirement Income Security Act of 1974,  
14 as amended, the Fair Labor Standards Act, Title VII of Civil Rights Act of 1964, the Age  
15 Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the  
16 Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, et seq., the National  
17 Labor Relations Act, or the Consolidated Omnibus Budget Reconciliation Act of 1985,  
18 workers' compensation, occupational disease, retirement health benefit or unemployment or  
19 temporary disability insurance claims; any bulk sales or similar law; and any products  
20 liability or similar claims whether pursuant to any state or any federal laws or otherwise.  
21 Further without limiting the generality of the foregoing, except as expressly provided in the  
22 Purchase Agreement, (A) the Purchaser shall have no obligation to pay wages, bonuses,  
23 severance pay, benefits (including, without limitation, unemployment benefits and  
24 contributions or payments on account of any undertaking with respect to any and all pension  
25 plans) or any other payment to employees of Debtors, (B) the Purchaser shall have no  
26 obligation for the cessation of any of the Debtors' operations, dismissal by the Debtors of  
27 employees, or termination by the Debtors of employment or labor agreements, (C) the  
28 Purchaser shall have no liability with respect to any collective bargaining agreement.

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1 employee pension plan, employee welfare or retention, compensation, benefit and/or  
2 incentive plan, agreements, practices, or program to which any of the Debtors are a party  
3 (including, without limitation, arising from or related to the rejection or termination of any  
4 such agreement), (D) the Purchaser shall in no way be deemed a party to or assignee of any  
5 such agreement, plan, practice, or program, and (E) no employee of the Purchaser shall be  
6 deemed in any way covered by a party to any such agreement, practice, plan, or program.

7 The recitation in this paragraph of the Order of specific agreements, plans, programs, statutes,  
8 or any other potential source of liability, is not intended, and shall not be construed, to limit  
9 the generality of the categories of liabilities, debts, claims, or obligations referred to therein.

10           25.       The Purchaser shall not thereby be deemed a successor of or to the  
11 Debtors for any Lien against or in the Debtors, the Purchased Assets, the Business, the  
12 Retained Liabilities, the Assigned Leases, Assigned Contracts, or the other Assigned  
13 Documents of any kind or nature whatsoever. Except for the Assumed Liabilities, the sale,  
14 transfer, assignment, and delivery of the Purchased Assets, the Assigned Leases, Assigned  
15 Contracts, and all other Assigned Documents shall not be subject to any Liens, and Liens of  
16 any kind or nature whatsoever shall remain with, and continue to be obligations of, the  
17 Debtors. *Except for persons holding Assumed Liabilities, or as otherwise provided in the*  
18 *Purchase Agreement or herein (including the provisions hereof providing for the attachment*  
19 *of Liens to the proceeds of the Sale), all persons holding Liens against or in the Debtors, the*  
20 *Purchased Assets, the Assigned Leases, the Assigned Contracts, or the other Assigned*  
21 *Documents of any kind or nature whatsoever (including, but not limited to, the Debtors*  
22 *and/or their respective successors, including any trustee, creditors, employees, unions,*  
23 *former employees and shareholders, administrative agencies, governmental units, secretaries*  
24 *of state, federal, state, and local officials, including those maintaining any authority relating*  
25 *to any environmental, health and safety laws, and the successors and assigns of each of the*  
26 *foregoing) shall be, and hereby are, forever barred, banned, estopped, and permanently*  
27 *enjoined from asserting, prosecuting, or otherwise pursuing such Liens of any kind or nature*  
28 *whatsoever against the Purchaser, its property, its successors and assigns, the Purchased*

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1 *Assets, the Assigned Leases, the Assigned Contracts, or the other Assigned Documents, as an*  
2 *alleged successor or otherwise, with respect to any Lien of any kind or nature whatsoever*  
3 *such person or entity had, has, or may have against or in the Debtors, their estates, officers,*  
4 *directors, shareholders, the Purchased Assets, the Assigned Leases, the Assigned Contracts,*  
5 *or the other Assigned Documents. Following the Closing Date, except as provided in the*  
6 *Purchase Agreement, no holder of a Lien in the Debtors, the Purchased Assets, the Assigned*  
7 *Leases, the Assigned Contracts, or the other Assigned Documents shall interfere with the*  
8 *Purchaser's title to, or use and enjoyment of, the Purchased Assets, the Assigned Leases, the*  
9 *Assigned Contracts, or the other Assigned Documents based on or related to any Lien, or any*  
10 *actions that the Debtors may take in their chapter 11 cases.*

11           26.       Any amounts that become payable by the Debtors pursuant to the  
12 Purchase Agreement or any of the documents delivered by the Debtors pursuant to or in  
13 connection with the Purchase Agreement shall be paid by the Debtors in the time and manner  
14 as provided in the Purchase Agreement, without further order of this Court.

15           27.       This Court shall retain jurisdiction over any matter or dispute arising  
16 from or relating to the implementation of this Order as well as to enforce and implement the  
17 terms and provisions of the Purchase Agreement, all amendments thereto, any waivers and  
18 consents thereunder, and each of the agreements executed in connection therewith in all  
19 respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the  
20 Purchased Assets to the Purchaser, (b) resolve any disputes arising under, or related to, the  
21 Purchase Agreement, except as otherwise provided therein, (c) interpret, implement, and  
22 enforce the provisions of this Order, and (d) protect the Purchaser against any Liens in the  
23 Debtors, the Purchased Assets, the Assigned Leases, the Assigned Contracts, or the other  
24 Assigned Documents, or any of the Retained Liabilities, of any kind or nature whatsoever,  
25 attaching to the proceeds of the Sale.

26           28.       Nothing contained in any plan of liquidation or reorganization  
27 confirmed in these cases or any order of this court confirming such plan shall conflict with, or  
28 derogate from, the provisions of the Purchase Agreement or the terms of this Order.

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1           29.       The transactions contemplated by the Purchase Agreement are  
2 undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the  
3 Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization  
4 provided herein to consummate the Transactions shall not affect the validity of the  
5 Transactions as to the Purchaser, except to the extent such authorization is duly stayed  
6 pending such appeal prior to such consummation.

7           30.       The terms and provisions of the Purchase Agreement and this Order  
8 shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their  
9 estates, and their creditors, the Purchaser, and its Affiliates, permitted successors and assigns,  
10 and shall, to the fullest extent permissible by law, be binding in all respects upon any affected  
11 third parties, including but not limited to all Persons asserting Liens in such assets and  
12 contracts to be sold, transferred, or assigned to the Purchaser pursuant to the Purchase  
13 Agreement, notwithstanding any subsequent appointment of any trustee(s) or similar party  
14 under any Chapter of the Bankruptcy Code, as to which trustee(s) or similar party such terms  
15 and provisions likewise shall be binding.

16           31.       The (i) transfer of the Purchased Assets and (ii) the assumption and/or  
17 assignment of the Assigned Leases, Assigned Contracts, and all other Assigned Documents to  
18 the Purchaser shall not be deemed to be agreement by the Purchaser to assume liabilities with  
19 respect to the operation of the Business prior to the Closing Date or by reason of such transfer  
20 under the laws of the United States, any state, territory, or possession thereof, or the District  
21 of Columbia, based, in whole or in part, directly or indirectly, in any theory of law or equity,  
22 including, without limitation, any theory of antitrust, successor, or transferee liability, except  
23 as set forth in the Purchase Agreement.

24           32.       The failure specifically to include or reference any particular provision,  
25 section, or article of the Purchase Agreement in this Order shall not diminish or impair the  
26 effectiveness of such provision, section, or article, it being the intent of the Court that the  
27 Purchase Agreement be authorized and approved in its entirety. Likewise, all of the  
28 provisions of this Order are nonseverable and mutually dependent.

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33. The Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented in accordance with the terms thereof, without further order of the Court.

34. As provided by Bankruptcy Rules 6004(g) and 6006(d), this Order shall not be stayed for 10 days after the entry thereof and shall be effective and enforceable immediately upon the entry thereof.

Dated: JUN 25 2002

JAMES R. GRUBE

The Honorable James R. Grube  
United States Bankruptcy Judge

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ROGERS  
Per the xxx Commission

**EXHIBIT "A"**

**(Asset Purchase Agreement)**

**INTENTIONALLY OMITTED**

**COPIES OF THE ASSET PURCHASE AGREEMENT  
MAY BE OBTAINED UPON WRITTEN  
REQUEST TO COUNSEL FOR DEBTORS:**

**ERIC E. SAGERMAN, ESQ.  
JUSTIN E. RAWLINS, ESQ.  
MURPHY SHENEMAN JULIAN & ROGERS  
2049 CENTURY PARK EAST, SUITE 2100  
LOS ANGELES, CA 90067**

**FACSIMILE: (310) 788-3777**

**025**

**CERTIFICATE OF SERVICE BY MAIL**

I, John T. Kline, certify and declare as follows:

I am over the age of eighteen years and not a party to this action. My business address is 2049 Century Park East, Suite 2100, Los Angeles, California 90067, which is located in the county where the mailing described below took place.

I am familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business.

On June 26, 2002, at my place of business at 2049 Century Park East, Suite 2100, Los Angeles, California, 90067, the following document(s):

NOTICE OF ENTRY OF "ORDER AUTHORIZING AND APPROVING (1) ASSET PURCHASE AGREEMENT, (2) SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, RIGHTS, AND INTERESTS TO EDO ACQUISITION IV, INC., (3) ASSUMPTION AND ASSIGNMENT TO EDO ACQUISITION IV, INC. OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (4) CERTAIN RELATED RELIEF"

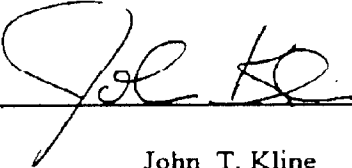
was (were) placed for deposit in the United States Postal Service in a sealed envelope(s), with postage fully prepaid, addressed to:

See Attached Service List

and that the envelope(s) was (were) placed for collection and mailing on that date, following ordinary business practices.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 26, 2002.

  
\_\_\_\_\_  
John T. Kline

SERVICE LIST

NOTICE OF ENTRY OF SALES ORDER  
SERVICE LIST

L:\6396\sl501-Noticeofentryofsalesorder.wpd

DEBTORS

Condor Systems, Inc. and CEI Systems, Inc.  
Attn: Kent Hutchinson/Frederic Bassett  
18705 Madrone Parkway  
Morgan Hill, CA 95037

FINANCIAL ADVISORS FOR CRED. COM.

CIBC World Markets Corp.  
Attn: Joseph Radecki/Heather Barlow  
425 Lexington Avenue  
New York, NY 10017

Counsel for Senior Discount Notes

(Counsel to DLJ Merchant Banking)  
D. Barnaby Gibson  
Davis, Polk & Wardwell  
1600 El Camino Real  
Menlo Park, CA 94025

Secured Lenders and Lessors

Attorneys for Bank of America, N.A.  
Evan M. Jones, Esq.  
O'Melveny & Myers LLP  
400 South Hope Street  
Los Angeles, CA 90071-2899

Dechert

Attn: Joel H. Levitin, Esq./Stephen Gordon, Esq.  
30 Rockefeller Plaza  
New York, NY 10112

OFFICE OF THE UNITED STATES TRUSTEE

Kevin Epstein  
Office of the United States Trustee  
280 S. First Street, Room 268  
San Jose, CA 95113

Attys. for Indenture Trustee, State Street Bank

Cynthia Cohen, Esq.  
Paul, Hastings, Janofsky & Walker, LLP  
555 South Flower Street, 23rd Floor  
Los Angeles, CA 90071

Counsel for Senior Discount Noteholder

(Counsel for Behrman Capital)  
Peter M. Gilhuly, Esq.  
Latham & Watkins  
633 West 5th Street, #4000  
Los Angeles, CA 90071

Bankruptcy Consultants/Financial Advisors to Debtors

Nightingale & Associates  
Attn: Michael D'Appolonia/Tim Hassenger  
18705 Madrone Parkway  
Morgan Hill, CA 95037

COUNSEL TO CREDITORS' COMMITTEE

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Irving M. Gross, Esq.  
Robinson, Diamant & Wolkowitz  
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Los Angeles, CA 90067

Counsel for Senior Discount Notes

(Counsel to DLJ Merchant Banking)  
Davis Polk & Wardwell  
Attn: Stephen H. Case  
450 Lexington Ave  
New York, NY 10017

Secured Lenders and Lessors

Bank of America, N.A.  
As Agent for Banks  
Attn: Therese Fontaine  
555 South Flower Street, 11th Floor  
Los Angeles, CA 90071

EDO Corporation

Attn: Lisa Palumbo/Darryl Reed  
60 East 42nd St., Suite 5010  
New York, NY 10165