

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee previously recorded on Reel 003081 Frame 0340. Assignor(s) hereby confirms the Release of Security Interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE FROST NATIONAL BANK		08/17/2004	NATIONAL BANKING ASSOCIATION:

RECEIVING PARTY DATA

Name:	ACE ELECTRICAL ACQUISITION, LLC
Street Address:	P.O. BOX 151, HWY 69 SOUTH
City:	COLUMBUS
State/Country:	KANSAS
Postal Code:	66725
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1409313	ACCUSURE

CORRESPONDENCE DATA

Fax Number: (215)979-1020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-979-1191
 Email: nkmclaughlin@duanemorris.com
 Correspondent Name: Nicole K. McLaughlin
 Address Line 1: Duane Morris LLP, One Liberty Place
 Address Line 2: 36th Floor
 Address Line 4: Philadelphia, PENNSYLVANIA 19103-7396

NAME OF SUBMITTER:	Nicole K. McLaughlin
Signature:	/nicole k. mclaughlin/

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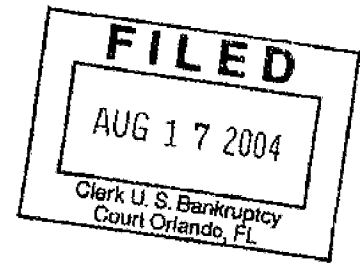
Date:

05/12/2005

Total Attachments: 15

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UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION



In re

ACE ELECTRICAL ACQUISITION, LLC

CASE NO. 6:04-bk-03224-ABB

Debtor.

**AMENDED ORDER
ALLOWING AND APPROVING DEBTOR'S MOTION FOR ORDER APPROVING (1)
SALE OF THE DEBTOR'S ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS,
AND ENCUMBRANCES; (2) ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND(3) EXEMPTION OF
SALE FROM STAMP OR OTHER SIMILAR TAXES**

THIS MATTER came before the Court on August 5, 2004 on the Debtor's Motion for Order Approving (1) Sale of the Debtor's Assets Free and Clear of All Liens, Claims, and Encumbrances; (2) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (3) Exemption of Sale From Stamp or Other Similar Taxes, filed as of July 30, 2004 as docket entry number 148 (the "Sale Motion")¹.

The Court, upon hearing the argument of counsel; and it appearing that, under the circumstances, there was good, sufficient and timely notice of the relief sought and granted in this order and that the relief requested in the Sale Motion should be granted; and it further appearing that no further notice need be given; and after due deliberation, the Court does hereby find:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052, made applicable to this proceeding pursuant to Fed. R. Bankr. P. 9014.

¹ Capitalized terms not defined herein shall have the meaning ascribed to them in the Sale Motion or Letter of Intent (as defined below).

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The Court has jurisdiction to consider the Sale Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334, and consideration of the Sale Motion, the relief requested therein, and the responses thereto, are all core proceedings in accordance with 28 U.S.C. § 157(b)

D. Notice of the Sale Motion, the Auction and the Sale Hearing has been given in accordance with Fed. R. Bankr. P. 2002 and 6004. The foregoing notice constitutes good and sufficient notice of the Sale Motion, the Auction, and the Sale Hearing, and no other or further notice of the Sale Motion, the Auction, the Sale Hearing or the entry of this Order need be given.

E. The Debtor Ace Electrical, LLC (the "Debtor" or "ACE") filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code ("Code") on March 23, 2004, thereby commencing the above-captioned bankruptcy case ("Case"). The Debtor continues to operate its business ("Business") as a debtor in possession under the Code. No trustee or examiner has been appointed in this case.

F. Pursuant to the Sale Motion, the Debtor seeks authority pursuant to 11 U.S.C. §363 to sell to Wetherill Associates, Inc., or its designee ("WAI" or "Buyer"), free and clear of any and all claims, liens, interests and encumbrances, all of the Debtor's right, title and interest in and to substantially all of its assets used in the Business, more particularly described as the following assets of the Debtor and its bankruptcy estate: (i) the cash on hand (the "Cash"); (ii) all accounts receivable (the "Accounts Receivable"); (iii) all equipment, fixtures, machines, signs, computers and related hardware and software (including any necessary licenses or

consents to use the software), control systems, books, records and any and all other items of tangible personal property, which are material to the Business as identified on Exhibit "1" to the Letter of Intent, but specifically excluding any property subject to the Lease of the Indenture Trustee (collectively, the "Tangible Personal Property;" the term "Indenture Trustee" as defined below in paragraph I); (iv) all inventory, including, but not limited to, raw materials, work-in-process, unbilled finished good, parts, supplies, product labels and packaging materials, including that inventory upon which Frost Bank holds a security interest and that inventory which Seller owns free and clear of any liens, claims and encumbrances (collectively, the "Inventory"); (v) all of Seller's permits, licenses, approvals and powers of attorney relating to the Business, to the extent the Permits are assignable (collectively, the "Permits"); and (vi) all of Seller's intangible assets relating to the Business, including, but not limited to, customer lists and forecasts, trade names, trademarks, patents, pending patents, other intellectual property and goodwill (collectively, the "Intangibles") (the Cash, the Accounts Receivable, the Tangible Personal Property, the Inventory, the Permits, and the Intangibles will sometimes be referred to hereinafter collectively as the "Assets").

G. The terms and conditions of the Debtor's proposed sale of Assets to WAI ("Sale") are summarized in a letter of intent ("LOI" or "Letter of Intent") attached to the Sale Motion. The LOI contemplates the Debtor and WAI will enter into an Asset Purchase Agreement ("Agreement") which, will be consistent with the LOI and, when executed, will be the operative document regarding the terms and conditions of the Sale.

H. The LOI contemplated that WAI would pay, as the purchase price, the sum of \$5,550,000, less potential price adjustments based upon a formula described in the LOI (as adjusted, the "Original WAI Offer").

I. One objection to the Sale Motion (the "Objection") was filed by Central Bank and Trust Co., Hutchinson, Kansas, as indenture trustee (the "Indenture Trustee").

J. Pursuant to this Court's order dated July 20, 2004 ("Sale Procedures Order"), the Debtor provided notice of its intended sale of the assets to WAI, and solicited counter offers from interested entities. The only timely filed counter offer was filed by Regitar U.S.A., Inc. ("Regitar;" and Regitar's counter offer the "Regitar Counter Offer").

K. On August 4, 2004, WAI filed in open court a Motion to Disqualify Competing Bidder for Failure to comply with Bid Procedures ("Disqualification Motion").

L. By separate order, the Court denied the Disqualification Motion and found that the Debtor is not required to assemble the assets at a single location under either the Regitar or WAI Letters of Intent.

M. Pursuant to the Sale Procedures Order, the Debtor conducted an auction sale of the Assets ("Auction") on August 4, 2004, whereby WAI and Regitar appeared and participated.

N. WAI made the highest and best offer ("Buyer's Offer") to purchase the Assets for a purchase price in the amount of \$10,000,000.00, subject to adjustment on the terms set forth in the LOI (as adjusted, the "Purchase Price"), and emerged from the Auction as the successful bidder. Subsequent to the Auction, the parties agreed that in lieu of determining the adjustment to the Purchase Price in accordance with GAAP, the Debtor shall reduce the Purchase Price by \$1,500,000.00. Thus, the parties shall calculate the Purchase Price based upon the values set forth on Exhibit 1 to the Letter of Intent and shall not calculate the Purchase Price at the lower of cost or market.

O. A reasonable opportunity has been afforded any interested party to make a higher and better offer for the Assets.

P. The Debtor has demonstrated a sufficient basis and the existence of exigent circumstances requiring them to sell the Assets pursuant to section 363 of the Bankruptcy Code. Acceptance of the Buyer's Offer and consummation of the transactions contemplated in the Agreement constitute the exercise by the Debtor of sound business judgment and such acts are in the best interests of the Debtor's estate and its creditors.

Q. The terms and conditions of the Buyer's Offer represent the highest and best offer received by the Debtor for the Assets.

R. The Purchase Price to be realized by the Debtor is fair and reasonable.

S. The Buyer is not an insider, as that term is defined in section 101(31) of the Bankruptcy Code. The Buyer is a buyer in good faith, as that term is used in the Bankruptcy Code and the decisions thereunder, and is entitled to the protections of section 363(m) and (n) of the Bankruptcy Code with respect to the sale and all of the Assets. The Agreement and all other documents will have been negotiated and entered into in good faith, based upon arm's length bargaining and without collusion. Neither the Debtors nor the Buyer has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause the application of section 363(n) to the Agreement or to consummation of the sale to the Buyer. The transactions undertaken by the Debtor and Buyer were at arm's length, without collusion and occurred in good faith within the meaning of section 363(m) of the Bankruptcy Code, and the Buyer is entitled to the maximum protections afforded good faith purchasers under section 363(m) of the Bankruptcy Code.

T. All of the Assets are property of the Debtor's bankruptcy estate pursuant to § 541 of the Bankruptcy Code. The Debtor has full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the sale of the Assets has been

duly and validly authorized by all corporate authority necessary to consummate the transactions contemplated by the Agreement. No consents or approvals, other than as expressly provided for in the Agreement, are required by the Debtors to consummate such transactions. Upon consummation of the sale and delivery or turnover of possession of the Assets to the Buyer, Buyer shall have good and marketable title to all of the Assets free and clear of any and all competing claims, interests, liens and encumbrances.

U. The Debtor's sale of the Assets is in furtherance of a subsequent plan of liquidation to be filed by the Debtor.

V. All other entities who assert liens against or interests in the Assets have either consented to this Order, or, (i) the Purchase Price for the Assets is greater than the aggregate value of all liens against and interests in the Assets, (ii) applicable nonbankruptcy law permits sale of the assets free and clear of such interest; (iii) such interest is in bona fide dispute; or (iv) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest, and therefore, Section 363(f) of the Bankruptcy Code has been satisfied.

For all of the foregoing and after due deliberation, the Court **ORDERS, ADJUDGES, AND DECREES THAT, WITHOUT THE NEED FOR ANY FURTHER NOTICE TO ANY ENTITY OR FURTHER ORDER:**

1. The Sale Motion shall be and hereby is **ALLOWED** ;
2. The Objection by the Indenture Trustee is hereby **OVERRULED**.;
3. The Debtor is authorized, empowered and directed to execute, deliver and perform an Agreement, as contemplated by the LOI and on terms consistent with the LOI, and to sell the Assets to the Buyer.
4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor has the power and right to sell, assign, transfer, and deliver the Assets of the Debtor to Buyer, and the Debtor is

authorized and directed to do all things necessary and proper and as reasonably requested by WAI to execute, deliver and perform the Agreement, and all documents and agreements necessary and desirable to consummate the transactions contemplated by the Agreement, and to sell, transfer, assign and convey the Assets of Debtor to Buyer pursuant to the Agreement.

5. The Debtor is hereby authorized and directed to take all actions and execute all documents and instruments that the Buyer deems necessary or appropriate to implement and effectuate the transactions contemplated by the purchase of the Assets, including but not limited to execution of the Agreement, a bill of sale and execution of all other documents reasonably requested to assign those patents filed and pending by or issued to the Debtor.

6. Subject to the payment by the Buyer to the Debtor pursuant to section 363 of the Bankruptcy Code of the Purchase Price, the sale of the Assets of the Debtor to the Buyer shall constitute a legal, valid, and effective transfer of such Assets and shall vest Buyer with fee simple right, title, and interest in and to such Assets, effective as of the date of this Order.

7. Pursuant to section 363(f) of the Bankruptcy Code, the sale of the Assets to Buyer shall be free and clear of all liens, claims, interests, encumbrances, liabilities, obligations, licenses, covenants, pledges, security interests, charges, and interests of any kind, including, without limitation, (i) option rights, rights of first refusal or similar agreements, (ii) claims for legal or equitable relief, damages or remedies, (iii) competing claims for title to the Assets, and (iv) claims of taxing and other governmental authorities, whether secured or unsecured, choate or inchoate, filed or unfilled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, disputed or undisputed, or known or unknown, whether arising prior to or subsequent to the Petition Date, whether imposed or arising under agreement, understanding, law, equity or

otherwise (collectively, "Claims"). Any and all Claims on or against the Assets of the Debtor shall be transferred, affixed, and attached to the net proceeds of the sale, with the same validity, priority, force, and effect as such encumbrances had upon the Assets immediately prior to the closing. The closing of the sale shall occur on or before August 17, 2004, or such other time and date as agreed to by the parties and approved by the Court. At closing, the Buyer shall remit two payments by wire transfer as follows: (1) to Frost National Bank, a national banking association, d/b/a/ Frost Capital Group ("Frost"), the amount required to pay the claim of Frost in full without prejudice to any further sums that may become due and owing under the terms of the Loan Agreement, pursuant to instructions from Debtor and Frost delivered to Buyer; (2) to Debtor all other proceeds of the sale, *i.e.* the remainder of the Purchase Price, in accordance with the Agreement by remittance instructions reasonably satisfactory to Buyer and the Debtor. Payments to Frost on account of Frost's Remaining Claims (as defined below) shall be subject to disgorgement if disgorgement is ordered by the Court. The Debtor and Frost shall exchange mutual general releases of any and all claims; notwithstanding the foregoing, Frost shall retain the right to any other sums that may become due and owing under the terms of the Loan Agreement. However, the Debtor shall not release Frost from claims for disgorgement relating to the default rate of interest and pre-payment penalty (collectively, "Frost's Remaining Claims"). The Debtor and Committee may also object to Frost's application of post-petition payments, but such payments shall be subject only to reallocation, not disgorgement. Frost shall serve on the Debtor, on counsel to the Indenture Trustee, and on counsel to the Creditor's Committee, a statement indicating the date of application and the amount of the default rate of interest, the application by Frost of post-petition payments received by Frost, and the basis of the calculation of the pre-payment penalty. Any party in interest shall have twenty days from the date of such

service, and the Committee shall have an additional ten days, to object to Frost's Remaining Claims, and failure to serve on counsel for Frost and file an objection within such time shall be deemed irrevocable approval of payment of Frost's Remaining Claims. Upon payment to Frost, Frost will withdraw its objection to the payment of a retainer to counsel for the Creditors Committee and the Debtor shall pay to Counsel for the Committee a retainer in the amount of \$30,000.00. Nothing in this paragraph, or elsewhere in this Order, shall be construed to provide Frost with rights to recover any amounts Frost claims are owed to it from Buyer or from the Assets after closing of the Sale, and Buyer shall have no liability whatsoever to Frost for any such amounts.

8. The sale of the Assets to Buyer will constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and applicable state law.

9. Buyer is hereby granted the maximum protections provided to a good-faith purchaser under section 363(m) of the Bankruptcy Code.

10. All objections and responses (including, as set forth above, the Objection) concerning the Sale Motion are resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearing and to the extent any such objection or response was not otherwise withdrawn, waived, or settled, they are and all reservations and rights therein, are overruled and denied.

11. Buyer has not assumed or otherwise become obligated for any of the Debtor's liabilities (including, without limitation, liabilities to Frost on account of the Frost Claim or Frost's Remaining Claims), and Buyer has not purchased any assets of the Debtor other than the Assets. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, all Persons are hereby enjoined from taking any action against Buyer to recover any claim (as defined in section 101(5))

of the Bankruptcy Code) which such Person has against the Debtor or otherwise in connection with the Assets.

12. Each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release any Claims of any kind against the Assets as such Claims may have been recorded or may otherwise exist. If any person or entity that has filed financing statements or other documents or agreements evidencing liens and encumbrances or other Claims on the Assets shall not have delivered to the Debtor prior to Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all such Claims which the person or entity has with respect to the Assets, then the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such Assets prior to Closing.

13. The sale of the Assets to the Buyer is a necessary step in contemplation of (and therefore under) a liquidating plan for this Chapter 11 case, and therefore, is exempt from any and all laws imposing a stamp or similar tax in accordance with Section 1146(c) of the Bankruptcy Code. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transfer of any of the Assets, all without imposition or payment of any stamp tax, transfer tax or similar tax.

14. The Buyer is not a successor to the Debtor or its estate by reason of any theory of law or equity and the Buyer shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtor and/or its estate except as otherwise expressly provided in the Agreement.

15. Pursuant to sections 105 and 363 of the Bankruptcy Code, all persons and entities, including, but not limited to, all parties holding any Claims against the Debtors, their estates or their assets, the Debtors' employees, former employees and members, shareholders, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, including such officials maintaining any authority relating to environmental, labor and health and safety laws, and their respective successors or assigns, are hereby permanently and forever barred, restrained and enjoined from commencing or continuing in any manner any action or other proceeding of any kind or the employment of any process or any act to collect, offset or recover any Claim against the Buyer, or that seeks to impose liability upon the Buyer or any affiliate, successor or assign thereof, under the laws of the United States, any state, territory or possession thereof or the District of Columbia based, in whole or in part, directly or indirectly, on any theory of law, including, without limitation, any theory of successor or transferee liability or any liability for pre- or postpetition Claims against any of the Debtors by reason of the transfer of the Assets to the Buyer, including, without limitation, any pre- and postpetition Claims of the Pension Benefit Guaranty Corporation or successor thereof ("PBGC"), the United States Department of Labor, the Internal Revenue Service, or other federal, state or local governmental entities, of any current or former employee for claims arising out of employment and termination of employment, including, without limitation, claims for wages, bonuses, commissions, accrued vacation, severance, continuation of coverage under COBRA, or pension, welfare, fringe benefits or any other benefits of any kind including, without limitation, obligations in respect of retiree medical coverage or benefits. As used in this Order, Claims against the Debtors include Claims against any officer, director or agent of the Debtors which derive from a Claim against the Debtors.

16. The failure specifically to include any particular provisions of the Agreement or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtors and the Buyer that the Agreement and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order.

17. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the transaction contemplated by the Agreement.

18. Nothing in this Order or the Agreement shall require the Buyer to (i) continue or maintain in effect, or assume any liability in respect of any employee pension, welfare, fringe benefit or any other benefit plan, trust arrangement or other agreements to which the Debtors are parties or have any responsibility therefor, including, without limitation, medical, welfare and pension benefits payable after retirement or other termination of employment, or (ii) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee pension plan or the termination of any such plan.

19. This Order shall be binding upon and govern the acts of all persons or entities, including without limitation, all filing agents, recording agencies, secretaries of state, utility providers, providers of telephone and/or telecommunication services and all other persons and entities who may be required by operation of law to accept, file, register or otherwise record or release any documents or instruments.

20. This Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the stay imposed by Bankruptcy Rule 6004(g) shall not apply to the relief approved herein.

21. The provisions of this Order authorizing the sale of the Assets free and clear of Claims shall be self-executing, and neither the Debtor nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order. However, the Debtor and the Buyer are authorized and empowered to take all actions and execute and deliver any and all documents and instruments that either the Debtor or the Buyer deem necessary or appropriate to implement and effectuate the terms of the Agreement and this Order. The Debtor and each other entity having duties or responsibilities under the Agreement, any agreements related thereto or this Order, and their respective directors, officers, managing partners or members, general partners, agents, representatives, and attorneys, are authorized and empowered – subject to the terms and conditions contained in the Agreement and the schedules annexed thereto – to carry out all of the provisions of the Agreement and any related agreements, to issue, execute, deliver, file and record, as appropriate, the documents evidencing and consummating the Agreement, and any related agreements, to take any and all actions contemplated by the Agreement, any related agreements or this Order and to issue, execute, deliver, file and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to perform such other acts, and execute and deliver such other documents, as are consistent with, and necessary or appropriate to implement, effectuate, and consummate, the Agreement, any related agreements and this Order and the transactions contemplated thereby and hereby, all without further application to or order of the Court or further action by their respective directors, stockholders, or partners, and with like effect as if such actions had been taken by unanimous action of the respective directors, stockholders, and partners of such entities. All such additional agreements, documents, and instruments shall be

deemed to be "related agreements" for purposes of this Order. The Debtor is further authorized and empowered to cause to be filed with the Secretary of State of any state or other applicable officials of any applicable governmental units any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the Agreement, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers or managers of the Debtor may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by the corporation laws of all states, and all other applicable business corporation, trust, and other laws of the applicable governmental units with respect to the implementation and consummation of the Agreement, any related agreements and this Order, and the transactions contemplated thereby and hereby. Each and every federal, state and local governmental agency or department and each and every utility or provider of telephone service is hereby directed to accept any and all documents and instruments, including, without limitation, a certified copy of this Order, which are necessary or appropriate to consummate the transactions contemplated by the Agreement.

22. This Court shall retain jurisdiction to interpret and enforce the provisions of this Order and further to hear and determine any and all disputes arising out of the sale of the Assets; provided, however that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to this Order, such abstention,

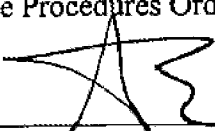
refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

23. The provisions of this Order are nonseverable and mutually dependent. This Order shall supersede any order previously issued by this Court that may be inconsistent herewith.

24. This Order shall inure to the benefit of and shall be binding upon the Debtor, the Buyer and their respective successors and assigns, including but not limited to any trustee, receiver, examiner or fiduciary that may be appointed in connection with this case or any other or other case involving the Debtor or its assets, whether under chapter 7 or chapter 11 of the Bankruptcy Code or otherwise.

25. In accordance with the Sale Procedures Order, Regitar is confirmed as the back-up bidder in the amount of \$9,950,000.00. In the event that WAI fails to close the sale, then (a) WAI shall forfeit its \$150,000.00 Earnest Money Down Payment if the appropriate conditions for forfeiture under the Sale Procedure Order have occurred, and (b) Regitar shall be required to close the sale. In the event WAI closes the sale, Debtor shall return to Regitar its \$150,000.00 Earnest Money Down Payment in accordance with the Sale Procedures Order.

Dated: August 17th, 2004



Honorable Arthur Briskman
United States Bankruptcy Judge