

**9.13 Counterparts.** This Agreement may be executed in counterparts, each of which will be an original as regards any Party whose name appears thereon and all of which together will constitute one and the same instrument, and may be delivered via Fax or electronically. This Agreement will become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all Parties reflected hereon as signatories.

***[Signature Page Follows]***

IN WITNESS WHEREOF, the Parties hereto have executed this Asset Purchase Agreement as of the date first above written.

**RECEIVER**

**Andrew Richardson, as Receiver**

By:  RECEIVER

Name: Andrew Richardson  
Title: Receiver

**PURCHASER**

**HOUSE OF STAINLESS, INC.**

By: \_\_\_\_\_

Name:  
Title:

**ACKNOWLEDGED AND AGREED,**  
only as to Sections 5.4, 5.6 and 5.7 of this Agreement

**WACHOVIA CAPITAL FINANCE  
CORPORATION (NEW ENGLAND)**

By: 

Name: Melissa Provost  
Title: Director

IN WITNESS WHEREOF, the Parties hereto have executed this Asset Purchase Agreement as of the date first above written.

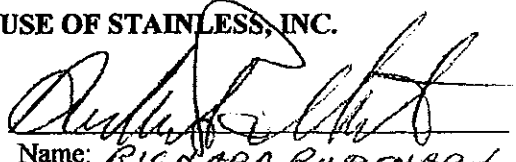
**RECEIVER**

**Andrew Richardson, as Receiver**

By: \_\_\_\_\_  
Name: Andrew Richardson  
Title: Receiver

**PURCHASER**

**HOUSE OF STAINLESS, INC.**

By:  \_\_\_\_\_  
Name: RICHARDA BURKHARDT  
Title: CORPORATE SECRETARY

**ACKNOWLEDGED AND AGREED,**  
only as to Sections 5.4, 5.6 and 5.7 of this Agreement

**WACHOVIA CAPITAL FINANCE  
CORPORATION (NEW ENGLAND)**

By: \_\_\_\_\_  
Name: Melissa Provost  
Title: Director

**SCHEDULE 1.1, ACQUIRED INVENTORY**

**SCHEDULE 2.1(d) ASSUMED CONTRACTS**

<b>Name</b>	<b>Address</b>	<b>Description</b>
Axis	293 Boston Post Road West Marlborough, MA 01752	Customer Support Agreement

**SCHEDULE 2.3(d) SALE DOCUMENTS**

Bill of Sale respecting all Assets, excluding Cranston Real Property

Receiver's Deed for Cranston Real Property

Certificates of Title (if any) and Assignments of Certificates of Title

Assignments of any Intellectual Property Rights

**SCHEDULE 5.4(c), MISHAWAKA INVENTORY**

STATE OF RHODE ISLAND  
PROVIDENCE, SC

SUPERIOR COURT

Wachovia Capital Finance Corporation  
(New England)

Petitioner

vs.

Scott Brass, Inc.

Respondent

P.B. No. 09-0896

94:8 100 02 00 10 00  
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**ORDER APPROVING RECEIVER'S SALE OF ASSETS OF  
SCOTT BRASS, INC. PURSUANT TO ASSET PURCHASE AGREEMENT,  
FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES**

WHEREAS, this matter came on for hearing on March 13, 2009, on the Receiver's Notice of Intended Sale of substantially all of the assets of Scott Brass, Inc. ("Scott Brass") located in Rhode Island (the "Sale Notice"), filed and served on March 2, 2009 by Andrew S. Richardson (the "Receiver"), the duly appointed Receiver of Scott Brass. The Sale Notice was filed and served in accordance with the Order of Notice entered by this Court on March 3, 2009 (the "Order of Notice"); and

WHEREAS, as reflected in the Sale Notice, pursuant to an Asset Purchase Agreement (the "APA") between the Receiver and House of Stainless, Inc., a Texas corporation ("Purchaser"), a copy of which was attached to the Sale Notice, the Receiver proposes to sell the Assets (as defined in the APA) of Scott Brass to Purchaser for the sum of \$3,441,608.00, subject to adjustments to the value of the inventory at the time of sale based upon the price of certain metals on the London Metal Exchange and as provided in the APA (the "Purchase Price" as defined in the APA); and



WHEREAS, pursuant to the Sale Notice, the Receiver requests entry of an order approving the APA and (pursuant to the APA), approving the Receiver's sale of all of Scott Brass' right, title and interest in the Assets to the Purchaser, free and clear of all liens, claims and encumbrances, except as otherwise set forth in the APA, with all liens and encumbrances to attach to the proceeds of the sale; and

WHEREAS, the Sale Notice provides that the Receiver will entertain any higher bids for the purchase of the Assets included in the APA, and that any such higher bid must be in writing and accompanied by a deposit of \$1 million in cash or bank certified funds. In accordance with the Order on Notice, any higher bid in accordance with the terms of the Sale Notice and the APA must have been submitted to the Receiver on or before 5:00 p.m. on March 11, 2009. The Receiver represents to this Court that the Receiver did receive a bid from a third party in accordance with the Sale Notice and Order of Notice; and

WHEREAS, on March 13, 2009, the Chapter 7 Trustee (the "Trustee") of the estate of Scott Brass filed his Limited Objection to the Sale Notice (the "Trustee's Objection"), which has been resolved by a consent order; and

WHEREAS, the Purchaser has agreed to sell to Prime Material Recovery, Inc. ("PMR"), via a Quitclaim Bill of Sale, certain scrap located in Cranston, Rhode Island, at the same price paid by Purchaser for said scrap. PMR and Purchaser shall agree in writing between themselves as to what scrap is to be sold to PMR; and

WHEREAS, Purchaser has also entered into a certain Asset Purchase Agreement (the "Wachovia APA") with Wachovia, pursuant to which the Purchaser has agreed to and shall purchase certain inventory located in Mishawaka, Indiana as set forth in said Wachovia APA

(the "HOS Mishawaka Inventory"). Purchaser shall purchase from Wachovia the HOS Mishawaka Inventory, upon the terms and conditions set forth in the Wachovia APA; and

WHEREAS, PMR has agreed to purchase from Wachovia, and Wachovia has agreed to sell to purchaser in accordance with Wachovia's rights as a secured party under the Uniform Commercial Code, all inventory remaining in Mishawaka, Indiana and New Carlisle, Indiana after the sale of the HOS Mishawaka Inventory to Purchaser (the "Remaining Inventory"), at a price (the "PMR Purchase Price") calculated in accordance with Section 2.3 of the Wachovia APA and using the last bid price quoted in the second ring of the morning session of the London Metal Exchange on March 16, 2009 (the "Official Bid"), and upon substantially the same terms and conditions as set forth in the Wachovia APA; and

WHEREAS, PMR's obligation to purchase the Remaining Inventory from Wachovia is contingent upon the following terms and conditions:

- A. Wachovia must convey all right, title and interest of Debtor in and to said Remaining Inventory in Mishawaka and New Carlisle in accordance with Section 9-610 of the Uniform Commercial Code (of the applicable jurisdiction), free and clear of all liens and encumbrances. Wachovia being required to use its best efforts to convey said Remaining Inventory in accordance herewith;
- B. PMR shall be permitted to access the facility located in Mishawaka, Indiana, during normal business hours, for a period through May 16, 2009 to permit PMR to remove or take physical custody of the Remaining Inventory at the cost and expense of PMR;

- C. Wachovia and PMR shall agree as to the classification of said Remaining Inventory, as among the categories set forth in the Wachovia APA, on or before March 18, 2009 ("Initial Release Date"); and
- D. Not later than eight days after the Initial Release Date (the "Final Release Date"), Wachovia and PMR shall complete a reconciliation of the book weight of the Remaining Inventory to the actual weight of the Remaining Inventory.

WHEREAS, Wachovia's obligation to close such sale of the Remaining Inventory to PMR shall be contingent upon satisfaction of clause (C) of the foregoing WHEREAS paragraph, the following two WHEREAS paragraphs and Ordered Paragraph 5 below; and

WHEREAS, PMR has agreed that, not later than the close of business on March 16, 2009, PMR shall pay the balance of the PMR Purchase Price, by wire transfer of immediately available funds, to Salter McGowan Sylvia & Leonard, Inc. in escrow; and

WHEREAS, PMR and Wachovia have agreed that an amount equal to 90% of the PMR Purchase Price shall be released to Wachovia on the Initial Release Date, with the remaining 10% of the Purchase Price continuing to be held in escrow, pending completion of the reconciliation of the Remaining Inventory in accordance with clause (D) of the WHEREAS paragraph above; and

WHEREAS, PMR and Wachovia have agreed that upon the Final Release Date, the remaining 10% of the Purchase Price, subject to increase or decrease in accordance with Section 2.3 of Wachovia APA, shall be released to Wachovia, or PMR, as the case may be, and that in the event that PMR does not make the wire payment to Salter McGowan Sylvia & Leonard, Inc. as required by this WHEREAS Section, PMR shall be deemed in default and Wachovia shall have no obligation to sell the Remaining Inventory to PMR; and

WHEREAS, based upon the Affidavit of Notice filed prior to the hearing and the Receiver's representations, the Court further finds that the Sale Notice, providing a notice of the hearing, the opportunity to object to the Sale Notice, and the opportunity to submit a competitive bid, was timely served upon all requisite creditors of Scott Brass, including any person or entity that has an interest of record in the Assets, and provided due and adequate notice of the proposed sale of the Assets to Purchaser; and

WHEREAS, the Court further finds that all parties negotiated the APA at arm's-length and acted in good faith, and that the Receiver is satisfied that the value to be realized from the sale of the Assets is more beneficial than a liquidation of the Assets and represents a fair value therefor. The Court further finds that the Receiver has articulated a sound business justification for the sale of the Assets to Purchaser, and that the sale of Assets to the Purchaser upon the terms and conditions of the APA is commercially reasonable, the sales price and terms set forth in the APA are fair and reasonable, the sale is made in good faith, the Purchaser is a bona fide good faith purchaser, and that such sale is in the best interest of all creditors of Scott Brass. The Court further finds that there has been no collusion by or between the Receiver, any other party who has submitted a bid, Scott Brass, Inc ("Debtor") or the Purchaser (or any of their respective officers, employees or agents);

The Court having reviewed the Sale Notice and having determined that no further notice or hearing is necessary, that there are due and sufficient factual bases and legal cause therefor, the Court being fully advised in the premises herein, and good cause appearing therefor, there being no cause for delay in the entry of a final order, it is hereby

**ORDERED, ADJUDGED and DECREED:**

1. Consistent with the provisions of this Order, the APA is approved and pursuant thereto the Receiver is hereby authorized to sell the Assets to the Purchaser, free and clear of any and all liens, claims, interest, statutory liens, and encumbrances of any kind, nature or type (collectively, "Interests"), for the Purchase Price (as defined in the APA) and upon the terms and conditions set forth in the APA. The omission in this Order of specific references to any provision of the APA shall not impair or diminish the efficacy of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety.

2. The Receiver is authorized to take any other action that may reasonably be requested of him for the purposes of assigning, transferring, conveying, and delivering to the Purchaser, or reducing to possession, any or all of the Assets, and to execute such: (i) nonmaterial amendments to the APA as may be required and approved by the Petitioner, Wachovia Finance Corporation (New England) ("Wachovia"), and (ii) other documents consistent with this Order as the Receiver and the Purchaser deem necessary or desirable to effectuate the APA and the consummation of the Purchaser's purchase of the Assets.

3. Except as otherwise provided in the APA, on the Closing Date (defined in the APA) the Assets shall be sold, conveyed, granted, assigned, transferred, and delivered to the Purchaser under the APA free and clear of any and all Interests.

4. Purchaser will purchase all Assets pursuant to the APA by and between the Receiver and the Purchaser upon the terms and conditions set forth therein.

5. The court appointed receiver for Scott Brass, Inc. (the "Receiver") shall, upon entry of this Order, remit to Salter McGowan Sylvia & Leonard, Inc. local counsel to Wachovia, the deposit, in the amount of \$1,000,000, previously paid to the Receiver by PMR. In the event the sale to PMR does not close on or before the date specified in clause (D) of the WHEREAS

clause above, due to no fault of Wachovia, Wachovia shall be permitted to retain the deposit as liquidated damages. In the event the sale to PMR closes on or before such date, the deposit shall be applied against the PMR Purchase Price payable by PMR to Wachovia in respect of such Remaining Inventory.

6. Purchaser agrees that it shall abide by the terms of paragraph 4 of that certain Consent Order Regarding Relieved Assets, regarding access to records of Scott Brass, entered by the Bankruptcy Court in the Scott Brass Chapter 7 bankruptcy case on March 13, 2009, with Purchaser's access to records as set forth in such order including the right to have copies of the same made as provided in the APA.

7. All persons or entities holding any adverse claims against Scott Brass and/or the Assets shall be and are hereby enjoined, stayed, and barred from pursuing or attempting to pursue, or commencing any suits or proceedings, in law, in equity or otherwise, to collect, recover or pursue any such adverse claims from or against the Purchaser, any subservert purchaser, or any of the Assets.

8. The provisions of this Order shall be self-executing, and the Receiver, the Purchaser or any other party shall, except as expressly contemplated hereby, be required to execute or file satisfactions, releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the foregoing provisions hereof; provided, however, that the Receiver is authorized to execute and deliver a Bill of Sale and any other documents as contemplated by the APA, to convey the Assets, free and clear of all Interests. Further, all parties who claim an interest, lien or encumbrance against the Assets are hereby directed to execute and deliver to the Receiver, within seven (7) days of his request, appropriate lien releases and/or UCC financing termination statements.

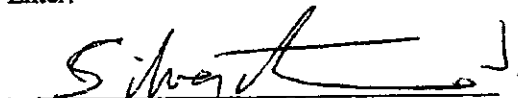
9. This Court shall retain jurisdiction over the sale of Assets to Purchaser pursuant to the APA, and this Court shall have sole and exclusive jurisdiction over any issues or disputes regarding the sale of Assets, including such jurisdiction to (i) adjudicate any and all issues arising from or relating to the APA or this Order, (ii) the interpretation of any provision of the APA or this Order, and (iii) the enforcement of any provision of the APA and any provision of this Order.

10. This Order shall be binding upon and inure to the benefit of any successors or assigns of the Receiver, the Purchaser and subservient purchasers.

11. The Court having determined that there is no just reason for delay, this Order shall constitute final judgment under [Civ. R. 54(B)].

ENTERED as an Order of this Court this \_\_\_\_ day of March, 2009.

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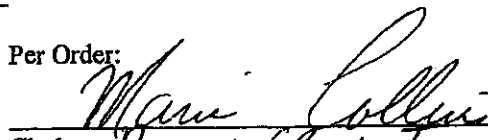


Michael A. Silverstein

Associate Justice

Dated: 3/13/09

Per Order:




Clerk Deputy Clerk

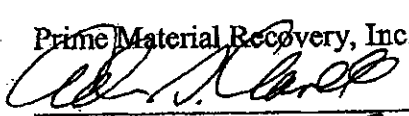
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ACKNOWLEDGED AND AGREED:

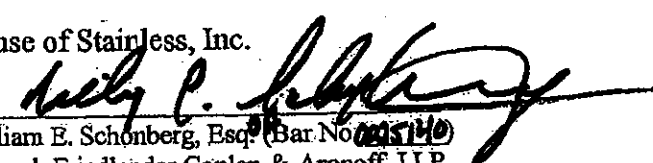
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