I. Jurisdiction, Final Order and Statutory Predicates

A. The Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this district and in this court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Fed.R.Bankr.P. 6004(h) and 6006(d), and to any extent necessary under Fed.R.Bankr.P. 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Fed.R.Bankr.P. 7054, this court expressly finds that there is no just reason for delay in the implementation of this order, and expressly directs entry of judgment as set forth herein.

C. The statutory predicates for the relief requested in the Sale Motion are sections 105(a), 363(b), (f), and (m), and 365 of the Bankruptcy Code and Fed.R.Bankr.P. 2002(a)(2), 6004(a), (b), (c), (e), (f) and (h), 6006(a), (c) and (d), 9007 and 9014.

D. The Court entered the Bidding Procedures Order on September [___], 2008 [Docket No. ___].

E. On September [___], 2008, the Debtors held the Auction, and on September [___], 2008, the Debtors declared [_____] as the bidder having submitted the highest or best offer for the purchase of the Sale Assets (the "Prevailing Bidder").

F. The findings of fact and conclusions of law set forth herein constitute this 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.

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

constitute findings of fact, they are hereby adopted as such. Any findings of fact or conclusions of law stated by this court on the record at the Sale Hearing are hereby incorporated, to the extent they are not inconsistent herewith.

H. In the absence of a stay pending appeal, the Prevailing Bidder will be acting in good faith pursuant to section 363(m) of the Bankruptcy Code in closing the transaction contemplated by the Final APA at any time on or after entry of this order, and cause has been shown as to why this order should not be subject to the stay provided by Fed.R.Bankr.P. 6004(g) and 6006(d).

II. Notice of the Sale, Auction and the Cure Amounts

A. Actual written notice of the Sale Hearing, the Auction, the Sale Motion, the Sale, and a reasonable opportunity to object or be heard with respect thereto has been afforded to all known interested persons and entities, including, but not limited to the following parties (the "Notice Parties"):

1. the United States Trustee;

2. [counsel to the Creditors' Committee;]

3. counsel to PNC Bank, N.A. ("PNC" or "Lender"), National Bank of Kansas City, Commercial Capital Company, LLC; and First State Bank (collectively, the "Prepetition Secured Lenders");

4. the Securities and Exchange Commission;

5. all taxing authorities having jurisdiction over any of the Sale Assets, including the Internal Revenue Service;

6. the United States Department of Justice;

7. all environmental authorities having jurisdiction over any of the Acquired Assets (collectively, the "Environmental Agencies"), including the United States Environmental Protection Agency;

8. state, county, and municipal governments having jurisdiction over any of the Acquired Assets;

9. all parties that have requested special notice pursuant to Fed.R.Bankr.P. 2002;

10. all persons or entities known to the Debtors that have or have asserted a lien on, or security interest in, all or any portion of the Sale Assets;

11. all non-Debtor parties to each Executory Contract and unexpired lease that the Debtors propose to assume and assign to the Prevailing Bidder (each a "Contract Counterparty");

12. counsel to the Prevailing Bidder; and

13. all potential bidders previously identified or otherwise known to the Debtors.

B. The Debtors have articulated good and sufficient reasons for this court to grant the relief requested in the Sale Motion.

C. As evidenced by the affidavits of service previously filed with this court, proper, timely, adequate, and sufficient notice of the Sale Motion, Auction, Sale Hearing, and Sale has been provided in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code and Fed.R.Bankr.P. 2002, 6004, 6006 and 9014. The Debtors also have complied with all obligations to provide notice of the Auction, Sale Hearing, and Sale required by the Bidding Procedures Order. The notices described in paragraphs above were good, sufficient and appropriate under the circumstances, and no other or further notice of the Sale Motion, Auction, Sale Hearing, Sale, or assumption, assignment and sale of the Executory Contracts is required.

D. The disclosures made by the Debtors concerning the Sale Motion, APA, Auction, Sale, and Sale Hearing, including but not limited to the *Affidavit of [_____]* (the "Affidavit"), were good, complete and adequate.[3]

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[3] [Note: the affidavit will discuss the marketing process and good faith, arm's-length negotiations.]

III. Good Faith of Prevailing Bidder

A. The Prevailing Bidder is not an "insider" of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

B. The Prevailing Bidder is purchasing the Sale Assets in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that, inter alia: (a) the Prevailing Bidder recognized that the Debtors were free to deal with any other party interested in acquiring the Sale Assets; (b) the Prevailing Bidder complied with the provisions in the Bidding Procedures Order; (c) the Prevailing Bidder agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; (d) all payments to be made by the Prevailing Bidder and other agreements or arrangements entered into by the Prevailing Bidder in connection with the Sale have been disclosed; (e) the Prevailing Bidder has not violated section 363(n) of the Bankruptcy Code by any action or inaction; (f) no common identity of directors or controlling stockholders exists between the Prevailing Bidder and any of the Debtors; and (g) the negotiation and execution of the Final APA (as may be amended pursuant to this order) were conducted at arm's-length and in good faith.

IV. Highest or Best Offer

A. Prior to selecting Arrow Speed Acquisition Corp. as the stalking horse bidder, the Debtors solicited offers to acquire the Sale Assets from a wide variety of parties. In addition to such solicitations, evidence of which was presented at the hearing on [_____], 2008, the Debtors scheduled the Auction in accordance with the provisions of the Bidding Procedures Order. The Auction was duly noticed and provided opportunity for a noncollusive, fair and good

faith sale process and a reasonable opportunity has been given to any interested party to make a higher and better offer for the Sale Assets.

B. The Final APA constitutes the highest or best offer for the Sale Assets, will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative, and represents a fair and reasonable offer to purchase the Sale Assets under the circumstances of these chapter 11 cases. No other person or entity or group of entities has offered to purchase the Sale Assets for greater economic value to the Debtors' estates than the Prevailing Bidder. The Debtors' determination that the Final APA constitutes the highest or best offer for the Sale Assets constitutes a valid and sound exercise of the Debtors' business judgment.

C. Approval of the Sale Motion and the Final APA and the consummation of the transactions contemplated thereby is in the best interests of the Debtors, their creditors, estates and other parties-in-interest.

D. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale prior to, and outside of, a plan of reorganization.

V. No Fraudulent Transfer

A. The consideration provided by the Prevailing Bidder pursuant to the Final APA is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

VI. Validity of Transfer

A. The Debtors have full corporate power and authority to execute and deliver the Final APA and all other documents contemplated thereby, and no further consents or

approvals are required for the Debtors to consummate the transactions contemplated by the Final APA, except as otherwise set forth in the Final APA.

B. The transfer of each of the Sale Assets to the Prevailing Bidder will be, as of the Closing Date, a legal, valid, and effective transfer of such assets, and vests or will vest the Prevailing Bidder with all right, title, and interest of the Debtors to the Sale Assets free and clear of all Liens and Claims accruing, arising or relating thereto any time prior to the Closing Date.

VII. Section 363(f) Is Satisfied

A. The Prevailing Bidder would not have entered into the Final APA and would not consummate the transactions contemplated thereby (by paying the Purchase Price and assuming the Assumed Obligations set forth in the Final APA) if the sale of the Sale Assets to the Prevailing Bidder, and the assumption, assignment and sale of the Executory Contracts to the Prevailing Bidder pursuant to the Assumption and Assignment Order, were not free and clear of all Liens and Claims of any kind or nature whatsoever, or if the Prevailing Bidder would, or in the future could be liable for any of such Liens or Claims, including, but not limited to, Liens or Claims in respect of the following: (1) any labor agreements; (2) all mortgages, deeds of trust and security interests; (3) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of any Debtor; (4) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Worker Adjustment and Retraining Act of 1988, (g) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (h) the Americans with Disabilities

Act of 1990, (i) the Consolidated Omnibus Budget Reconciliation Act of 1985, (j) state discrimination laws, (k) state unemployment compensation laws or any other similar state laws, or (l) any other state or federal benefits or claims relating to any employment with any of the Debtors or any of their respective predecessors; (5) any bulk sales or similar law; (6) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (7) any theories of successor liability; and (8) any Environmental Law(s) (as defined in the Final APA). Nothing in this order shall be construed to: (1) release, nullify, or enjoin a Governmental Authority from enforcing any Environmental Laws under which a purchaser of property would otherwise be liable as a current owner or operator after the date of purchase, or (2) permit, in any circumstances, a Governmental Authority to obtain from the Prevailing Bidder penalties arising under Environmental Laws prior to the Closing Date.

B. The Debtors may sell the Sale Assets free and clear of all Liens and Claims against the Debtors, their estates or any of the Sale Assets because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied:

- Each of the Prepetition Secured Lenders has consented to the sale of the Sale Assets.
- Those holders of Liens or Claims against the Selling Debtors, their estates or any of the Sale Assets who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.
- [No holder of a Lien or Claim of the Selling Debtors, other than the Prepetition Secured Lenders, would receive a distribution under a chapter 7 liquidation.] [**Arrow to verify**]
- Those holders of such Liens or Claims who did object fall within one or more of the other subsections of section 363(f) are adequately protected by having their Liens and/or Claims, if any, in each instance against the Debtors, their estates or any of the Sale Assets, attach to the cash proceeds of the Sale ultimately attributable to the Sale Assets in which such creditor alleges an interest, in the same order of priority, with the same validity, force and effect that such creditor had prior to the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

VIII. Compelling Circumstances for Sale

A. To enhance the Debtors' level of liquidity, to reduce the amount of postpetition secured financing borne by the Debtors, and to maximize the amount of funding available to provide for a timely exit from these chapter 11 cases, it is essential that the Sale of the Assets occur within the time constraints set forth in the Final APA. Time is of the essence in consummating the Sale.

B. Given all of the circumstances of these chapter 11 cases and the adequacy and fair value of the purchase price under the Final APA, the proposed Sale of the Sale Assets to Prevailing Bidder constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

C. The consummation of the Sale is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f), and all of the applicable requirements of such sections have been complied with in respect of the transaction.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED EFFECTIVE IMMEDIATELY THAT:

General Provisions

1. The relief requested in the Sale Motion is granted and approved, and the Sale contemplated thereby is approved as set forth in this order.

2. This court's findings of fact and conclusions of law, set forth in the Bidding Procedures Order, are incorporated herein by reference.

3. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to this court at the Sale Hearing or by stipulation filed with this court, and all reservations of rights included therein, are hereby overruled on the

merits or the interests of such objections have been otherwise satisfied or adequately provided for.

4. The Expense Reimbursement, and any amounts due and payable to Keystone or its affiliates pursuant to the vendor agreement pursuant to which Keystone agrees to act as a vendor to Arrow and provide Arrow with inventory and inventory financing, in order to sustain Arrow's operations following the Petition Date ("Inventory Purchase Obligations"), shall be paid to Arrow Speed Acquisition Corp. on the earlier of (a) the Closing Date and (b) the date such obligation comes due pursuant to the APA or trade terms agreed to by the Debtors and Arrow Speed Acquisition Corp.; *provided*, *however*, that if all or part of the Expense Reimbursement and Inventory Purchase Obligations remain unpaid as of the Closing Date, all such amounts shall be paid directly from the proceeds from the Sale prior to any other disbursements made pursuant to this order or otherwise.

Approval of the Final APA

5. The Final APA and all other ancillary documents, and all of the terms and conditions thereof, are hereby approved.

6. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions necessary or appropriate to (i) consummate the Sale of each of the Sale Assets to the Prevailing Bidder pursuant to and in accordance with the terms and conditions of the Final APA, (ii) close the Sale as contemplated in the Final APA and this order, and (iii) execute and deliver, perform under, consummate, implement and close fully the Final APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Final APA and the Sale, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Final APA and such other ancillary documents.

7. This order shall be binding in all respects upon the Debtors, including the Debtors, their estates, all holders of equity interests in any Debtor, all holders of any Claim(s) (whether known or unknown) against any Debtor, any holders of Liens or Claims against or on all or any portion of the Sale Assets, all Contract Counterparties, the Prevailing Bidder and all successors and assigns of the Prevailing Bidder, the Sale Assets and any trustees, if any, subsequently appointed in any of the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Debtors' cases. This order and the Final APA shall inure to the benefit of the Debtors, their estates and creditors, the Prevailing Bidder and their respective successors and assigns.

Transfer of the Sale Assets

8. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Sale Assets on the Closing Date. Such Sale Assets shall be transferred to the Prevailing Bidder upon and as of the Closing Date and such transfer shall constitute a legal, valid, binding and effective transfer of such Sale Assets and, upon the Debtors' receipt of the Purchase Price, shall be free and clear of all Liens and Claims, including, without limitation, all "claims" within the meaning of section 101(5) of the Bankruptcy Code, and all interests, encumbrances, rights of setoff, recoupment, netting and deductions. Upon the Closing, the Prevailing Bidder shall take title to and possession of the Sale Assets. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of title to the Sale Assets and the Executory Contracts shall be free and clear of (a) any and all Liens; (b) any and all Liabilities except for Assumed Obligations; and (c) any and all Claims including, without limitation, any and all claims pursuant to any successor or successor-in-interest liability theory; *provided, however*, that the Prevailing Bidder shall not be relieved of liability with respect to the Assumed Obligations, including any obligations accruing under the Executory Contracts from

and after the Closing Date. All Liens and/or Claims shall attach solely to the proceeds of the Sale with the same validity, priority, force and effect that they now have as against the Sale Assets, subject to any claims and defenses the Debtors and their estates may possess with respect thereto; such proceeds, net of reasonable costs of sale and any unpaid portion of the Expense Reimbursement and Inventory Purchase Obligations, shall be paid at Closing to PNC (and, to the extent applicable, other prepetition secured lenders) subject to disgorgement by further order of the Bankruptcy Court to the extent determined by the Bankruptcy Court that such Liens are invalid or unenforceable.

9. Except as expressly provided by the Final APA with respect to the Assumed Obligations (including any limitations thereunder in the event of a violation by Prevailing Bidder of any agreement with the Selling Debtors), all persons and entities holding Liens, Claims or interests in all or any portion of the Sale Assets arising under or out of, in connection with, or in any way relating to the Debtors, the Sale Assets, the operation of the Debtors' business prior to the Closing Date or the transfer of the Sale Assets to the Prevailing Bidder, hereby are forever barred, estopped and permanently enjoined from asserting against the Prevailing Bidder or its successors or assigns, their property or the Sale Assets, such persons' or entities' Liens or Claims in and to the Sale Assets. On the Closing Date, each creditor is authorized and directed to execute such documents and take all other actions as may be deemed by the Prevailing Bidder to be reasonably necessary or desirable to release Liens or Claims on the Sale Assets, if any, as provided for herein, as such Liens or Claims may have been recorded or may otherwise exist. The transactions authorized herein shall be of full force and effect, regardless of any Debtor's lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business. Upon consummation of the transactions set forth in the Final APA, the Prevailing

Bidder shall be authorized to file termination statements or lien terminations in any required jurisdiction to remove any record, notice filing, or financing statement recorded to attach, perfect or otherwise notice any lien or encumbrance that is extinguished or otherwise released pursuant to this order under section 363 and the related provisions of the Bankruptcy Code.

10. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Sale Assets to the Prevailing Bidder in accordance with the terms of the Final APA and this order; *provided*, *however*, that PNC, as postpetition lender, is not prohibited or enjoined from taking any actions permitted by or exercising any rights pursuant to the Postpetition Financing Documents.

11. All persons and entities that are in possession of some or all of the Sale Assets on the Closing Date are directed to surrender possession of such Sale Assets to the Prevailing Bidder or its assignee at the Closing.

12. A certified copy of this order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any of the Liens, Claims and other encumbrances of record.

13. If any person or entity which has filed statements or other documents or agreements evidencing Liens on, Claims or interests in, all or any portion of the Sale Assets shall not have delivered to the Debtors prior to or at the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary or desirable to the Prevailing Bidder for the purpose of documenting the release of all Liens or Claims, which the person or entity has or may assert with respect to all or any portion of the Sale Assets, the Debtors are hereby

authorized and directed, and the Prevailing Bidder is hereby authorized, to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Sale Assets.

14. This order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Final APA.

Other Provisions

15. To the extent the Purchaser is owed funds from Sellers pursuant to the Final APA after the Closing Date (including pursuant to Section 3.1 of the Final APA), PNC shall forward any such amount to Purchaser directly on behalf of Sellers.

16. Effective upon the Closing Date and except as otherwise provided in this order, the Final APA or by stipulations filed with or announced to this court with respect to a specific matter, all persons and entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Prevailing Bidder, its successors and assigns, or the Sale Assets, with respect to any (a) Lien or Claim arising under, out of, in connection with or in any way relating to the Debtors, the Prevailing Bidder, the Sale

Assets, or the operation of the Sale Assets prior to the Closing of the Sale, or (b) successor liability, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Prevailing Bidder, its successors or assigns, assets or properties; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Prevailing Bidder, its successors, assets or properties; (iii) creating, perfecting or enforcing any Lien or Claim against the Prevailing Bidder, its successors or assigns, assets or properties; (iv) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Prevailing Bidder or its successors or assigns; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this order or other orders of this court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to renew any license, permit or authorization to operate any of the Sale Assets or conduct any of the businesses operated with the Sale Assets.

17. Except for the Assumed Obligations expressly set forth in the Final APA, the Prevailing Bidder shall not have any liability or other obligation of the Debtors arising under or related to any of the Sale Assets. Without limiting the generality of the foregoing, and except for Assumed Obligations under the Final APA, the Prevailing Bidder shall not be liable for any claims against the Debtors or any of its predecessors or affiliates, and the Prevailing Bidder shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, but not limited to,

liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of any of the Sale Assets prior to the Closing. The Prevailing Bidder has given substantial consideration under the Final APA for the benefit of the holders of any Liens or Claims. The consideration given by the Prevailing Bidder shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Prevailing Bidder, which releases shall be deemed to have been given in favor of the Prevailing Bidder by all holders of Liens or Claims against or interests in the Debtors or any of the Sale Assets.

18. The transactions contemplated by the Final APA are undertaken by the Prevailing Bidder without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption and assignment of the Executory Contracts), unless such authorization and such Sale are duly stayed pending such appeal. The Prevailing Bidder is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

19. Notwithstanding anything to the contrary herein, the Sale Assets shall not be sold free and clear of any claims or defenses arising under section 363(o) of the Bankruptcy Code.

20. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (i) these chapter 11 cases, (ii) any subsequent chapter 7 case into which any such chapter 11 case may be converted, or (iii) any related proceeding subsequent to entry of this order, shall conflict with or derogate from the provisions of the Final APA or the terms of this order.

21. Pursuant to Fed.R.Bankr.P. 7062, 9014, 6004(h) and 6006(d), this order shall be effective immediately upon entry and the Debtors and Prevailing Bidder are authorized to close the Sale immediately upon entry of this order.

22. As provided in the Final APA, this order approves and provides for the transfer to Prevailing Bidder of all avoidance claims (whether under chapter 5 of the Bankruptcy Code or otherwise) of the Debtors' estates related to, or arising from, any Assumed Contract or any Assumed Lease or relating to any Assumed Liability.

23. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

24. There are no brokers involved in consummating the Sale and no brokers' commissions are due.

25. The failure specifically to include any particular provision of the Final APA in this order shall not diminish or impair the effectiveness of such provision, it being the intent of this court that the Final APA be authorized and approved in its entirety.

26. The Final APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of this court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

27. Nothing herein shall limit or modify any rights of the Postpetition Secured Parties under any of the Postpetition Financing Documents.

28. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this order and the Final APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection

therewith to which the Debtors are a party or which has been assigned by the Debtors to the Prevailing Bidder, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

29. All time periods set forth in this order shall be calculated in accordance with Fed.R.Bankr.P. 9006(a).

30. To the extent that this order is inconsistent with any prior order or pleading with respect to the Sale Motion, the terms of this order shall govern.

DATE: _____, 2008

SO ORDERED:

_____
Hon. [_____]
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Final APA

EXHIBIT C

FORM OF BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and pursuant to the Asset Purchase Agreement dated as of September [___], 2008 by and among Arrow Speed Warehouse, Inc., a Missouri corporation ("***Arrow***"), the other entities named under the heading "Sellers" on the attached signature page (collectively with Arrow, "***Sellers***") and Arrow Speed Acquisition Corp. a Delaware corporation ("***Buyer***") (the "***Asset Purchase Agreement***"), each Seller hereby unconditionally and irrevocably grants, bargains, transfers, sells, assigns, conveys, and delivers to Buyer, its successors and assigns forever, all right, title, and interest, legal or equitable, of such Seller in and to the Acquired Assets (as such term is defined in the Asset Purchase Agreement) to be acquired by Buyer pursuant to the Asset Purchase Agreement.

TO HAVE AND TO HOLD such Acquired Assets unto Buyer and its successors and assigns forever.

Undefined capitalized terms herein are defined in the Asset Purchase Agreement.

Each Seller, for itself, its successors, and assigns, hereby covenants and agrees that, at any time and from time to time after the date hereof, promptly upon the written request of Buyer, it will do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may reasonably be required by Buyer in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Buyer, its successors, and assigns such Acquired Assets and title thereto and to put Buyer in possession and operating control of such Acquired Assets. To the extent that any of such Acquired Assets are not actually delivered and turned over by Sellers to Buyer at the Closing, such Acquired Assets will be held in trust by Sellers for Buyer and will be turned over and delivered to Buyer at any time and from time to time upon demand therefor. Buyer will maintain the sole and exclusive title thereto and all right, title, and interest therein, and Sellers will have no right, title, or interest in or to any such Acquired Assets, nor will Sellers have any retaining possessory or other lien thereon.

The scope, nature and extent of the Acquired Assets are expressly set forth in the Asset Purchase Agreement. Nothing herein contained will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities, or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this instrument, the terms of the Asset Purchase Agreement will govern.

Nothing in this instrument, express or implied, is intended or shall be construed to confer upon or give to, any person, firm or corporation other than Buyer and its successors and assigns

any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises, and agreements in this instrument shall be for the sole and exclusive benefit of Buyer and its successors and assigns.

This instrument will be binding upon Sellers and their successors and assigns, and inure to the benefit of and is enforceable by Buyer and its successors and assigns.

[SIGNATURE PAGE FOLLOWS]