IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION (KANSAS CITY)

In re:	Chapter 11
ARROW SPEED WAREHOUSE, INC., *et al.*	Case Nos. 08-50698-JWV Jointly Administered
Debtors.	

STIPULATION BETWEEN DEBTORS AND PNC BANK, N.A.
TO EXTEND DEBTOR-IN-POSSESSION
FINANCING AND USE OF CASH COLLATERAL

Debtors Arrow Speed Warehouse, Inc., *et al.* (collectively, "Debtors") and PNC Bank, N.A. (the "Lender"), for their Stipulation to Extend Debtor-in-Possession Financing and Use of Cash Collateral (the "Stipulation"), stipulate and agree as follows:

1. On October 14, 2008, the Court entered its Stipulation and Final Order (i) Authorizing Secured Post-Petition Financing on a Superpriority Basis Pursuant to 11 U.S.C. § 364, (ii) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. §§ 363 and 364, and (iii) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 363 and 364 (the "Final Financing Order") (Doc. 116)[1].

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 venue is proper in this district pursuant to 28 U.S.C. §§ 157 and 1334.

3. The term of the Final Financing Order expired on November 10, 2008, and the Debtors and the Lender have reached an agreement as to an extension of the Final Financing

[1] Capitalized terms used in the Order and not otherwise defined herein shall have the meanings ascribed to such terms in the Final Financing Order.

Order. The Final Financing Order shall remain in full force and effect, and is hereby extended, ratified and confirmed, except as otherwise modified herein:

a. The date for the Term of the Post Petition Financing as set forth in Paragraph 14 of the Final Financing Order is hereby extended from November 10, 2008 to May 1, 2009 (the "Termination Date").

b. Funding during the Budget period shall be through the use of Cash Collateral consisting of funds collected by Debtors and the liquidation of remaining returned inventory of Debtors. Lender hereby consents to the use of Cash Collateral pursuant to 11 U.S.C. § 363(c)(2)(A) as set forth in the Budget. Funds collected during the Budget period shall be available to Debtors for payment of the amounts set forth in the Budget and any funding based upon formula advances is hereby eliminated.

c. Excess funds collected may be periodically swept by Lender against the Loans at Lender's discretion; provided, however, that Lender agrees to sweep only amounts that exceed the total amount remaining under the Budget that has not been paid at the time funds are swept, plus five percent (5%) of such unpaid amount at that time.

d. The total credit facility is reduced from $1,800,000 to $1,600,000.

e. At the Termination Date, as set forth in the Final Financing Order, the automatic stay shall be deemed lifted and modified without further order of the Court, to permit the Lender to exercise any and all of its rights and remedies under the Lender Pre-Petition Agreements and the Final Financing Order with respect to the Collateral, and Debtor shall further provide Lender and its agents access to Debtors' records during the Budget period in order to provide for the transition of accounts receivable collection efforts; provided, however, that the automatic stay shall not be lifted with respect to the accounts receivable subject to collection as described below (the "Litigation Accounts Receivable").

(i) Case No. 09-04030 - Arrow Speed Warehouse, Inc. v. O'Reilly Automotive, Inc;

(ii) Case No. 09-04028 - Arrow Speed Warehouse, Inc v. Automotive Restyling Concepts, Inc. dba Automotive;

(iii) Case No. 09-4029 - Arrow Speed Warehouse, Inc. v. Alamo Performance, L.L.C.;

(iv) Case No. 09-04031 - Arrow Speed Warehouse, Inc v. Even Odds Investment, Inc. et al.;

(v) Case No. 09-04032 - Arrow Speed Warehouse, Inc v. Street Styles, L.L.C. et al.;

(vi) Case No. 09-04033 - Arrow Speed Warehouse, Inc v. MAS Acquisitions, Inc., an unregistered entity, dbnc v. Street Styles, L.L.C. et al.;

(vii) Case No. 09-04035 - Arrow Speed Warehouse, Inc v. Rick Huckabee Enterprises, Inc. dba Automotive Per;

(viii) Case No. 09-04036 - Arrow Speed Warehouse, Inc v. MW Auto, LLC fdba MotorWeb, LLC also fdba MotorWeb;

(ix) Case No. 09-04037 - Arrow Speed Warehouse, Inc v. Donald Parr dba Parr's Truck Tops adba Parr&#;

(x) Case No. 09-04050 – Arrow Speed Warehouse, Inc v. G&W Truck Accessories, Inc. dba Black Jack Truck; and

further provided, that Lender reserves all of its rights to seek termination of the automatic stay pursuant to the Final Financing Order with respect to the Litigation Accounts Receivable.

f. The Budget described in Paragraph 11 of the Final Financing Order is hereby replaced with the Budget attached hereto as **Exhibit A.**

4. Debtors and the Lender respectfully request that any Order approving the Stipulation take effect immediately upon entry thereof, notwithstanding the possible application of Fed. R. Bankr. P. 6004(h), 7062, 9014, or otherwise.

WHEREFORE, Debtors and Lender stipulate and agree to extend the Final Financing Order as detailed herein.

Date: March 27, 2009

STIPULATED AND AGREED:

SPENCER FANE BRITT & BROWNE LLP

By: /s/ Lisa A. Epps

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COUNSEL TO PNC BANK, N.A.

CERTIFICATE OF SERVICE

I hereby certify that on March 27, 2009, a true and correct copy of the foregoing was served electronically on all parties receiving electronic notice and via first class mail, postage prepaid, to all parties not receiving electronic notice.

/s/ Lisa A. Epps
An Attorney for Debtors