EXHIBIT A

BIDDING PROCEDURES

On September 21, 2008 (the "Filing Date"), Arrow Speed Warehouse, Inc. and Streetside Auto, LLC (collectively, the "Selling Debtors"), filed their separate voluntary petitions for bankruptcy under Chapter 11 of the United States Bankruptcy Code. These bidding procedures set forth the process by which the Selling Debtors are authorized to conduct a sale by auction (the "Auction") of the Sale Assets (defined below).[1]

1. Sale Assets.

The "Sale Assets" consist of the Acquired Assets.[2]

2. Stalking Horse Bidder.

On September 21, 2008, the Selling Debtors and Arrow Speed Acquisition Corp. (the "Stalking Horse Bidder") entered into an asset purchase agreement for the Sale Assets (the "Stalking Horse APA"), pursuant to which: (i) the Stalking Horse Bidder agreed to pay $11,660,000 (the "Stalking Horse Bid") for the Sale Assets, subject to the adjustments set forth in the Stalking Horse APA, the outcome of the Auction and Bankruptcy Court approval; and (ii) the Selling Debtors agreed to pay the Stalking Horse Bidder the Expense Reimbursement in the amount of $400,000. Pursuant to the Stalking Horse APA, the Stalking Horse Bidder will deposit earnest monies totaling $1,166,000 with the Escrow Agent within two business days of entry of the Bidding Procedures Order (the "Stalking Horse Deposit").

3. Due Diligence.

Immediately after the Filing Date and upon execution of a Confidentiality Agreement (as defined below), any party with the intent to timely consummate a transaction in terms of scope and value that is higher and better than the Stalking Horse Bid in the Selling Debtors' business judgment and that wishes to conduct reasonable due diligence on the Sale Assets may be granted access to relevant business and financial information that will enable such party to evaluate the Sale Assets for the purpose of submitting a competing offer; *provided*, *however*, that the Selling Debtors have no obligation to provide information after the Bid Deadline (defined below); and *provided*, *further*, that the Selling Debtors may decline to provide information to parties that, in

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[1] On September 30, 2008, the United States Bankruptcy Court for the Western District of Missouri (the "Bankruptcy Court") (in which the chapter 11 bankruptcy cases, jointly administered under Case No. 08-50698, of the Selling Debtors are pending) entered the *Order Approving the Bidding Procedures for the Auction and Sale of Assets by Arrow Speed Warehouse, Inc.* (the "Bidding Procedures Order"), approving these bidding procedures.

[2] Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the form of asset purchase agreement (the "Form APA"), which agreement is identical to the Stalking Horse APA (defined herein) in all material respects and which is available upon request to Lisa A. Epps (contact information in paragraph 6) or at http://www.spencerfane.com/PracticeArea/Index.asp?Reference=Bankruptcy&~=.

their business judgment (whenever reference herein is made to the Selling Debtors' "business judgment," it shall mean in consultation with PNC Bank N.A. (the "Lender") and the Official Committee of Unsecured Creditors (the "Committee")), have not established that they intend in good faith to and/or have the ability to consummate a purchase of the Sale Assets.

4. Auction Participation.

Only the Stalking Horse Bidder and Qualifying Bidders may participate in the Auction. A "Qualifying Bidder" is a party that has: (i) submitted a Qualifying Bid (defined below) to the Selling Debtors; and (ii) executed a confidentiality agreement in form and substance satisfactory to the Selling Debtors (a "Confidentiality Agreement").

5. Qualifying Bids.

A "Qualifying Bid" is a written offer that:

(a) states that the bidder offers to purchase all or substantially all of the Acquired Assets upon terms and conditions substantially as set forth in the Form APA or such alternate purchase and sale agreement that the Selling Debtors determine, in their business judgment, is no less favorable than the terms and conditions of the Form APA (a "Modified APA");

(b) results in a value to the Selling Debtors in their business judgment that is more than the "Minimum Bid," which is the sum of the Stalking Horse Bid, Expense Reimbursement and $150,000, and provides for payment in cash to the Selling Debtors of at least $12,210,000 (each such bid amount being a "Qualifying Bid Amount");

(c) does not request or entitle the bidder to any transaction or break up fee, expense reimbursement, termination, or similar type of fee or payment;

(d) is accompanied by a cash deposit in the amount equal to ten percent (10%) of the Qualifying Bid Amount (each such amount being a "Deposit"), which Deposit shall be deposited with the Escrow Agent;[3]

(e) is accompanied by a clean and duly executed Form APA or Modified APA;

(f) is accompanied by a marked Modified APA, if applicable, reflecting the variations from the Stalking Horse APA;

(g) identifies with particularity each and every Executory Contract and unexpired lease, the assumption and assignment of which is a condition to closing;

[3] In no case shall the Deposit be less than $1,221,000.

(h) contains a representation that the bidder is financially capable of consummating the transactions contemplated by the Form APA or Modified APA;

(i) contains financial and other information that the Selling Debtors determine in their business judgment is sufficient to allow them to evaluate and confirm the bidder's financial and other capabilities to consummate the transactions contemplated by the Form APA or Modified APA, including evidence reasonably satisfactory to the Selling Debtors that such bidder has received, in writing, debt and/or equity funding commitments (without contingencies) or has financial resources readily available sufficient in the aggregate to finance the purchase of the Acquired Assets, and financial and other information establishing adequate assurance of future performance under section 365 of the Bankruptcy Code (which information may be served by the Selling Debtors on contract or lease counterparties);

(j) does not contain any due diligence, financing or regulatory contingencies of any kind, provided that the bid may be subject to the satisfaction of specific conditions in all material respects at Closing which are no greater than those in the Form APA;

(k) fully discloses the identity of each entity that will be bidding for the Acquired Assets or otherwise participating in connection with such bid, and the complete terms of any such participation;

(l) states that the offering party consents to the core jurisdiction of the Bankruptcy Court;

(m) includes evidence of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Form APA or Modified APA; and

(n) provides for a Closing of the Sale Assets no later than November 13, 2008.

Each Qualifying Bid shall remain open and irrevocable until the later of the fifteenth (15th) day following the date of entry of an Order approving the sale of the Acquired Assets by the Bankruptcy Court or the twentieth (20th) day following the date of the Auction (as defined below) (the "Offer Expiration Date") or such earlier date as may be determined by the Selling Debtors in their business judgment.[4]

6. Bid Deadline.

Each party other than the Stalking Horse Bidder wishing to participate in the Auction must submit a written offer (via e-mail, fax or other means) so as to be received prior to **5:00 p.m. (prevailing Central time), October 28, 2008** (the "Bid Deadline"), by:

[4] For the avoidance of doubt, this paragraph shall not apply to the Stalking Horse Bid.

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7. Determination of Qualifying Bids.

The Selling Debtors shall, by no later than one business day after the Bid Deadline at 5:00 p.m. (prevailing Central time), or as soon as reasonably practicable (the "Bid Determination Deadline"):

(a) determine in their business judgment whether a written offer is a Qualifying Bid;

(b) notify each party submitting a written offer whether that written offer is a Qualifying Bid; and

(c) provide copies of each Qualifying Bidder's Form APA or Modified APA to the Stalking Horse Bidder, and all other Qualifying Bidders, the Committee and the Lender.

8. Auction Procedures.

In the event that the Selling Debtors receive one or more Qualifying Bids, the Auction shall take place on October 30, 2008, at 10:00a.m. (prevailing Central time). The Auction shall be organized and conducted by the Selling Debtors at the offices of Shook, Hardy & Bacon LLP, 2555 Grand Boulevard, Kansas City, Missouri 64108. The Auction shall be governed by the following procedures:

(a) the Stalking Horse Bidder and each Qualifying Bidder shall appear in person or through a duly authorized representative;

(b) the Stalking Horse Bidder and each Qualifying Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the sale;

(c) only the Stalking Horse Bidder and Qualifying Bidders shall be entitled to submit bids;

(d) bidding shall commence at the amount of the highest Qualifying Bid submitted prior to the Auction;

(e) the Selling Debtors reserve the right to determine, in their business judgment, whether a bid constitutes a higher and better offer than previous bids, based upon factors including, but not limited to, the amount of the purchase price, the form of consideration being offered, the likelihood of the bidder's ability to close a transaction

and the timing thereof, the number, type and nature of any changes to the Form APA requested, and the net benefit to the Selling Debtors' estates;

(f) bids must be at least $150,000 (the "Auction Bid Increment") higher than the outstanding highest bid; *provided*, *however*, that any further bid made by the Stalking Horse Bidder shall include a credit (or Purchase Price reduction) equal to the Expense Reimbursement (the sum of which is the "Credit Bid Amount");

(g) the Stalking Horse Bidder and Qualifying Bidders may make additional modifications to the Stalking Horse APA, Form APA or Modified APA, as applicable, during the Auction, *provided*, *however*, that any such modifications, on an aggregate basis, shall not be less favorable to the Selling Debtors as determined by the Selling Debtors in their business judgment;

(h) the Selling Debtors intend to continue the Auction until there is only one bid that, in their business judgment, is the highest or best offer, as the case may be (the "Prevailing Bid," and the bidder submitting such Prevailing Bid, the "Prevailing Bidder"); and

(i) the Selling Debtors may, in their business judgment, at any time prior to the commencement of the Sale Hearing (defined below), continue the Auction from time to time, adjourn the Auction, and re-open the Auction, upon notice to the Committee, Lender, Stalking Horse Bidder, and Qualifying Bidders, without further notice to the Bankruptcy Court or any other party, and establish (by announcement at the Auction) such modified or additional bidding procedures as the Selling Debtors deem appropriate based on the circumstances (*provided*, *however*, that such modifications do not differ materially from the bidding procedures set forth herein).

9. No Qualifying Bids.

If no Qualifying Bid is submitted by the Bid Deadline, the Selling Debtors shall cancel the Auction and accept the Stalking Horse Bid (in which case, the Prevailing Bid shall be the Stalking Horse Bid, and the Prevailing Bidder shall be the Stalking Horse Bidder).

10. Lender Reservation of Rights.

Lender reserves the right to credit bid under section 363(k) of the Bankruptcy Code in the event that the Stalking Horse Bidder withdraws its Stalking Horse Bid or does not otherwise close its Stalking Horse Bid, and Lender is deemed to be a Qualifying Bidder.

11. Announcement of Prevailing Bidder and Execution of Purchase Agreement.

Within one (1) calendar day after the conclusion of the Auction or cancellation thereof, the Selling Debtors shall announce the identity of the Prevailing Bidder and serve the Final Sale Notice, and the Prevailing Bidder shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Prevailing Bid was made.

12. Selling Debtors' Acceptance of Prevailing Bid Subject to Bankruptcy Court Approval.

The Prevailing Bid will be subject to approval by the Bankruptcy Court at the Sale Hearing. The Selling Debtors shall be deemed to have accepted the Prevailing Bid only when the Prevailing Bid has been approved by the Bankruptcy Court.

13. Sale Hearing.

A hearing (the "Sale Hearing") will be held to approve the sale of the Sale Assets to the Prevailing Bidder before the Honorable Jerry W. Venters in the United States Bankruptcy Court for the Western District of Missouri, Charles Evans Whittaker Courthouse, 400 E. 9th Street, Kansas City, Missouri 64106, Courtroom 6A, at 9:30a.m. (prevailing Central time), October 31, 2008, at such time thereafter as counsel may be heard, or at such other time as the Bankruptcy Court may determine. The Sale Hearing may be adjourned by the Bankruptcy Court from time to time without further notice to creditors or parties-in-interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing.

14. Back-up Bidder.

If for any reason a Person submitting a Prevailing Bid fails to consummate the acquisition of the Acquired Assets, the offeror of the next highest or best bid for the Assets (as determined by the Selling Debtors, after consultation with the Committee and the Lender) will automatically be determined to have submitted a Prevailing Bid, and the Selling Debtors are authorized to effect the sale of the Acquired Assets to such offeror as soon as is commercially reasonable without further Order of the Bankruptcy Court; *provided*, *however*, that the Stalking Horse Bidder shall not be required to keep open or otherwise honor the Stalking Horse Bid except pursuant and subject to the terms of the Stalking Horse APA (including the Stalking Horse Bid amount provided therein).

15. Failure to Consummate.

If for any reason a Person other than the Stalking Horse Bidder submitting a Prevailing Bid fails to consummate the acquisition of the Acquired Assets, which failure is the result of a breach by a Person submitting a Prevailing Bid, any Deposit deposited by such Person with the Selling Debtors shall be forfeited to the Selling Debtors, except as otherwise set forth in the respective purchase agreement as approved by the Bankruptcy Court.

16. Return of Deposits.

Except as otherwise provided in the Stalking Horse APA, all Deposits (including interest or investment income accrued thereon, if any), except for the Deposit of the Back-Up Bidder, shall be returned to bidders not selected by the Selling Debtors as the Prevailing Bidder no later than five (5) business days following the conclusion of the Auction; *provided*, *however*, that, if there is no auction, all Deposits, except for the Deposit of the Back-Up Bidder, shall be returned no later than five (5) business days following the announcement of the Prevailing Bidder. Except as otherwise provided for in the Stalking Horse APA, the Back-Up Bidder's Deposit shall be returned to the Back-Up Bidder no later than five (5) business days after the Sale closes.

17. Miscellaneous.

(a) The Auction and Bid Procedures are solely for the benefit of the Selling Debtors, and nothing contained in the Bidding Procedures Order shall create any rights in any other person or bidder (including without limitation rights as third party beneficiaries or otherwise) other than the rights expressly granted to Purchaser under the Bidding Procedures Order.

(b) Except as provided in the Bidding Procedures Order, the Bankruptcy Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of the Bidding Procedures Order.

(c) In the event the Stalking Horse Bidder is not the Prevailing Bidder, the Stalking Horse Bidder shall have standing to object to the sale of the Acquired Assets (including the conduct of the Auction and interpretation of these bidding procedures) at the Sale Hearing).