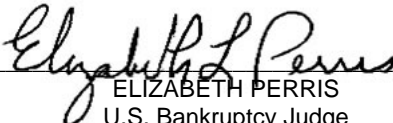


Below is an Order of the Court.


ELIZABETH PERRIS
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT

DISTRICT OF OREGON

In re

Beall Corporation,

Debtor.

Case No. 12-37291-elp11

**STIPULATED ORDER AUTHORIZING
CONTINUED USE OF CASH
COLLATERAL AND GRANTING
ADEQUATE PROTECTION**

This matter comes before the Court pursuant to Debtor's Motion for Authority to Continue Use of Cash Collateral ("Motion") [Dkt. #275], and the Court being duly advised in the premises and finding good cause; now, therefore;

IT IS HEREBY ORDERED as follows.

1. Authorization to Use Cash Collateral. Through and including May 3, 2013 or such earlier date on which the use of cash collateral is terminated, Debtor is authorized to use cash collateral in which KeyBank National Association ("Bank") claims a security interest (the "Cash Collateral") in accordance with the terms of this Order to pay costs and expenses incurred by Debtor consistent with the budget attached to this Order as **Exhibit 1** (the "Budget"). Debtor's authority to use Cash Collateral is limited to the amounts set forth in the Budget less the funds set aside pursuant to paragraph 8 of this Order; provided, however that Debtor's total

expenditures during the Budget period may exceed the aggregate budgeted amount by up to 10%.

2. Cash Collateral Account and Restricted Cash Collateral Account. Debtor has established a new cash collateral disbursement account at Bank, which Debtor has designated as its operating disbursement account ("Cash Collateral Account") and into which Debtor shall deposit all receipts and collections except for the Restricted Cash Collateral discussed in paragraph 8 below and so long as Debtor is not in default under the terms of this Order to allow Debtor to pay its monthly expenses in accordance with the terms of this Order from the Cash Collateral Account. All funds deposited or transferred into the Cash Collateral Account and the Restricted Account described in paragraph 8 below shall be and remain Bank's Cash Collateral.

3. Replacement Liens as Adequate Protection. As adequate protection for use of Bank's Cash Collateral pursuant to Sections 361(2) and 363(c)(1) and (2) of the Bankruptcy Code and to protect against deterioration or diminution in the value of Bank's Cash Collateral, Bank shall be granted as adequate protection (a) a valid, enforceable, fully perfected, and unavoidable replacement lien in favor of Bank (the "Replacement Liens") on all of Debtor's assets or interests in assets that are property of the estate as defined in Section 541(a) of the Code acquired on or after the Petition Date of the same types and categories that Bank had a lien on or security interest in as of the Petition Date now owned or hereafter acquired or existing, and all substitutions for, all proceeds, and all products of all of the foregoing, to the fullest extent permitted by law provided, however, that the Replacements Lien shall have the same scope, validity, perfection, relative priority, and enforceability as to Bank's prepetition security interests in the collateral; (b) a valid, enforceable, perfected, and unavoidable lien in favor of Bank on all of Debtor's unencumbered real and personal property other than claims and causes of action of the estate arising under Chapter 5 of the Bankruptcy Code; and (c) a junior lien in favor of Bank on all of Debtor's real and personal property that is subject to the liens of parties other than Bank. The property securing the use of the Cash Collateral and serving as adequate protection

for Debtor's use of Cash Collateral includes, but is not limited to, all existing and after-acquired property of Debtor's estate, whether now existing or hereafter arising, whether real or personal, tangible or intangible (the "Adequate Protection Collateral"). Except for any currently existing senior perfected liens or security interests in the Adequate Protection Collateral, and the Carve-Out (as defined in this Court's prior cash collateral orders) and the Final Carve Out (as defined below), the liens and security interests granted herein shall be first and prior perfected liens in the Adequate Protection Collateral. The liens and security interests granted herein shall secure the impairment, if any, of the value of the interest of Bank in Cash Collateral, and will have the same relative priority as any valid and unavoidable liens held by Bank as of the Petition Date (the "Existing Liens"), but shall not be construed to enhance or improve the position of Bank.

4. Order is Security Agreement. This Order shall be deemed to be and shall constitute a security agreement under the applicable provisions of the Uniform Commercial Code ("UCC") in effect from time to time. The liens and security interests granted by this Order are perfected by operation of law upon entry of this Order by the Court. Bank shall not be required to file financing statements, deeds of trust, notations on certificates of title, or take any further action to validate or perfect such liens and security interests. If Bank, in its discretion, chooses to file financing statements or other documents, or otherwise confirm perfection of such liens and interests, Debtor is hereby authorized and directed to execute any other security agreements, UCC-1 financing statements, and supporting documents as may be reasonably requested by Bank to document any adequate protection liens provided and permitted by this Order. Debtor shall cooperate with Bank in executing such other documentation as Bank deems reasonably necessary to effectuate the terms of the Order.

5. Carve-Out. All of Bank's claims and all of Bank's security interests and liens, including, without limitation, its Existing Liens, Replacement Liens, Adequate Protection Liens, post-petition Liens, pre-petition claims, post-petition claims and any super-priority claim granted under Section 507(b) or Section 364(c), shall continue to be subject and subordinate to

the carve-out in the maximum amount of up to \$1,500,000 (which amount includes the previously authorized \$1,200,000 in carve-out authorized in prior court orders concerning the use of cash collateral) (the “Final Carve Out”) for the payment of Debtor’s professionals, Committee’s professionals, and the fees of the United States Trustee. Debtor shall be permitted to use Bank's Cash Collateral to pay such allowed fees and expenses pursuant to the terms of this Order, the Court's prior cash collateral orders, and as authorized by the Bankruptcy Court. All amounts from the Final Carve-Out not expended as of the date of termination of the use of cash collateral and as subsequently allowed by the Court shall be returned to Bank and shall remain subject to the liens of Bank.

6. Administrative Expense Claim. To the extent the adequate protection provided to Bank in the form of the security interests and liens granted pursuant to this Order proves to be inadequate, Bank shall, pursuant to Section 507(b) of the Code, be entitled to an administrative expense claim under Code Sections 503(b) and 507(a)(2), subject and subordinate, however, to the fees and costs allowed up to the amount of the Final Carve-Out.

7. Additional Duties of Debtor. During the period of this Order, Debtor shall provide to Bank reports concerning employees, payroll, the business activities of Debtor, the Collateral, and other reports as Bank may reasonably request including, but not limited to: (a) a weekly budget variance Budget reconciliation report, in form reasonably satisfactory to Bank that compares Debtor’s actual cash receipts and disbursements to the Budget, in each case, both for the week immediately preceding the week in which the report is due and for the period beginning February 1, 2013 through the last day of such reporting period; (b) report of inventory, WIP, and accounts receivable; (c) a weekly report of Debtor’s accounts receivable aging for the construction division of Debtor (the “Construction Division”); (d) a weekly list of outstanding and viable orders identifying purchaser, sales price, number of units, and delivery dates for the Construction Division; (e) such other reports, tax returns, and other information respecting Debtor as Bank may, from time to time, reasonably request; and (f) any reports to be provided to

Bank pursuant to any other order of this Court. If requested by the Committee, Debtor shall promptly provide to the Committee a copy of any report provided to the Bank under this paragraph 7.

8. Limitations on the Use of Cash Collateral. Debtor shall open a new bank account at KeyBank (the “Restricted Cash Collateral Account”) within three business days following the entry of this Order, and shall deposit into the Restricted Cash Account all remaining undistributed proceeds of KeyBank’s collateral¹ that it has received or will receive from the sales of Debtor’s assets from the Parts and Service Division, Tank and Trailer Division and Construction Division (the “Restricted Cash Collateral”). The Restricted Cash Collateral shall not be used by Debtor pursuant to the terms of this Order absent consent of KeyBank and such funds shall not be distributed absent further Court order.

9. Events of Default. Each of the following shall be an Event of Default under this Order: (a) spending other than as allowed in the Budget and in this Order unless agreed by Bank in writing; (b) if the net cash flow during any consecutive two week period is more than 10% less than the amounts for such two week period, as set forth on the line identified as "Net Cash Flow" on the Budget unless such variance is agreed by Bank in writing; (c) failure to comply with any of the obligations imposed by this Order; (d) conversion of this case to a case under Chapter 7 of the Code or appointment of a Chapter 11 trustee unless otherwise stipulated to by Bank; (e) the entry of any order (other than this Order) granting any other claim super-priority status or a lien equal or superior to such liens held by Bank in the Collateral or pursuant to the terms of this Order absent consent of Bank; (f) dismissal of this case; or (g) use of the Restricted Funds without consent of the Bank or further Court Order.

¹ Pursuant to a prior motion, Debtor has agreed to distribute to KeyBank approximately \$13.9 million from the sale proceeds. The order authorizing such distribution has been filed with the Court.

10. Termination Date and Enforcement of Event of Default. Unless terminated earlier, Debtor's authority to use Cash Collateral under this Order shall continue until the earlier of May 3, 2013 or an Event of Default. Notwithstanding the foregoing, Debtor's right to use Cash Collateral in the case of any Event of Default specified above shall terminate at the end of the third business day following delivery by Bank to Debtor, its counsel, the United States Trustee, and counsel to the Unsecured Creditors Committee (the "Committee"), of the specified event of default, unless within said three-business-day period the specified Event of Default has been cured or the Court orders otherwise. Nothing herein shall constitute a waiver of Debtor's right to move for a court order pursuant to 11 U.S.C. § 363(c)(2)(B) authorizing the use of cash collateral in the absence of Bank's consent.

11. Validity of Liens. All liens and priorities granted to Bank hereunder shall be valid and enforceable obligations of Debtor against any subsequent Chapter 11 or Chapter 7 trustee. The obligations and rights of Debtor and Bank under this Order, and the priorities, liens and security interests granted herein, shall remain unimpaired and unaffected by any modification, reversal, or vacation of this Order on appeal, or by any termination or any curtailment of lending hereunder.

12. Amendments. Nothing herein shall prohibit Debtor and Bank from amending the terms of the use of Cash Collateral authorized hereby by mutual agreement and further order of the Court after notice and hearing.

13. Miscellaneous Provisions

a. Modification of Stay. The automatic stay of Section 362 is hereby modified with respect to Bank to the extent necessary to effectuate the provisions of this Order.

b. No Waiver. Bank's failure, at any time or times hereafter, to require strict performance by Debtor of any provision of this Order shall not waive, affect, or diminish any right of Bank to demand strict compliance and performance therewith. No delay on the part of Bank in the exercise of any right or remedy under this Order shall preclude any other

or further exercise of any such right or remedy, or the exercise of any other right or remedy. None of the rights or remedies of Bank under this Order shall be deemed to have been suspended or waived by Bank unless such suspension or waiver is in writing, signed by a duly authorized officer of Bank, and directed to Debtor, specifying such suspension or waiver.

c. Nothing contained in this Order or in Debtor's or Bank's agreement to the terms hereof shall (1) be deemed to be a consent by Bank to any extension of the term of this Order or to any further financing of Debtor; (2) waive any of Debtor's, a trustee's, or Bank's rights or remedies in this case, or any superseding case under the Code, including the right to seek conversion or dismissal except as otherwise provided herein or in prior orders of this Court; or (3) impose on Debtor, a trustee, or Bank any liability or responsibility to any third party.

d. Order. This Order shall be binding on all parties in interest in this case and their respective successors and assigns, including, without limitation, any Chapter 11 or Chapter 7 trustee. If any or all of the provisions of this Order are hereafter modified, vacated, or stayed by subsequent order, such action shall not affect the priority, validity, enforceability, or effectiveness of any lien, security interest, or priority authorized hereby with respect to the use of Cash Collateral prior to the effective date of such subsequent order (and all such liens, security interests, priorities, and other benefits shall be governed in all respects by the original provisions of this Order). Except as otherwise explicitly set forth in this Order, no third parties (other than court-appointed professionals and the United States Trustee with respect to the Carve-Out) are intended to be or shall be deemed to be third party beneficiaries of this Order.

e. Immediate Entry of Order. Sufficient cause exists for the immediate entry of this Order pursuant to Bankruptcy Rule 4001(c)(2). To the extent any provision of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, Local Bankruptcy Rules, or applicable law requires a finding of "cause" for entry of any provision of this Order, such cause exists.

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IT IS SO STIPULATED:

TONKON TORP LLP

By /s/ Michael W. Fletcher

Albert N. Kennedy, OSB No. 821429
Michael W. Fletcher, OSB No. 010448
888 S.W. Fifth Avenue, Suite 1600
Portland, OR 97204-2099
Telephone: 503-221-1440
Facsimile: 503-274-8779
E-mail: al.kennedy@tonkon.com
michael.fletcher@tonkon.com
Attorneys for Debtor

LANE POWELL PC

By /s/ Mary Jo Heston

Mary Jo Heston, OSB No. 030438
1420 Fifth Avenue, Suite 4100
Seattle, WA 98101-2338
Telephone: (206) 223-7015
Facsimile: (206) 223-7107
E-mail: hestonm@lanepowell.com
Attorneys for KeyBank, National Association

BALL JANIK LLP

By /s/ Brad T. Summers

Brad T. Summers, OSB No. #911116
101 SW Main Street, Suite 1100
Portland, OR 97204
Telephone: (503) 228-2525
Facsimile: (503) 295-1058
Attorneys for the Official General Unsecured Creditors' Committee

Presented by:

TONKON TORP LLP

By /s/ Michael W. Fletcher

Albert N. Kennedy, OSB No. 821429

Michael W. Fletcher, OSB No. 010448

888 S.W. Fifth Avenue, Suite 1600

Portland, OR 97204-2099

Telephone: 503-221-1440

Facsimile: 503-274-8779

E-mail: al.kennedy@tonkon.com

michael.fletcher@tonkon.com

Attorneys for Debtor

cc: List of Interested Parties

EXHIBIT 1

BEALL CORPORATION

Week	1	2	3	4	5	6	7	8	9	10	11
Month	1-Mar	8-Mar	15-Mar	22-Mar	29-Mar	5-Apr	12-Apr	19-Apr	26-Apr	3-May	
Week Ending Friday	1-Mar	8-Mar	15-Mar	22-Mar	29-Mar	5-Apr	12-Apr	19-Apr	26-Apr	3-May	11 Week Total
Beginning G/L Cash Balance	455,685	265,621	239,956	119,041	136,376	202,449	4,108	29,754	114,901	1,165	455,685
Receipts											
Gross Receipts Trailers (inc. FET) CONSTRUCTION DIVISION	-	-	-	75,000	84,500	35,000	63,000	-	-	-	427,500
Division Sale Proceeds:	-	60,000	110,000	-	-	-	-	-	-	-	-
Polar Service Centers (negative amounts are a/r returns collected by Beall)	-	-	-	-	-	-	-	-	-	-	-
Wabash National Corp.	-	-	-	-	-	-	-	-	-	50,000	-
Sale of Excess Machinery	-	-	-	-	-	-	-	100,000	-	-	100,000
Sale of Misc Assets (Pacific Truck Stock, Beall Financial)	-	-	-	-	75,000	75,000	-	-	-	-	150,000
Sale of remaining finished goods inventory	-	-	-	-	-	-	-	-	-	750,000	750,000
Construction Division	-	-	-	-	-	-	-	-	-	-	-
Total Cash Receipts	60,000	60,000	110,000	75,000	159,500	110,000	63,000	100,000	114,901	800,000	1,477,500
Disbursements											
Total Inventory, Raw Materials Purchases	(15,000)	(20,000)	(10,000)	(10,000)	-	-	-	-	-	-	(55,000)
Building Leases (Third Party)	-	-	-	-	-	-	-	-	-	-	-
Building Leases (Related Party)	(23,750)	-	-	-	-	(5,000)	-	-	-	(5,000)	(33,750)
Operating Leases	(11,500)	-	-	-	-	(5,000)	-	-	-	-	(16,500)
Miscellaneous Payables	(5,000)	(2,500)	(2,500)	(2,500)	(1,500)	(1,500)	(1,000)	(500)	(80,000)	-	(17,500)
Professional Fees (APPROVED IN PREVIOUS BUDGET BUT NOT PAID)	-	-	-	-	-	-	-	-	-	-	(80,000)
Services & Supplies	(4,000)	(4,000)	(1,500)	(1,500)	(1,500)	-	-	-	-	-	(12,500)
Employee Expense Reimbursement	-	-	-	-	-	-	-	-	-	-	-
Salaries & Wages	(35,052)	(31,332)	(31,332)	(31,332)	(38,742)	(59,883)	(9,883)	(9,883)	(6,588)	(6,588)	(260,613)
Payroll (Weekly, including taxes and vacation at term)	(8,763)	(7,833)	(7,833)	(7,833)	(9,685)	(149,209)	(2,471)	(2,471)	(1,647)	(36,647)	(234,392)
Benefits	-	-	-	-	-	-	-	-	-	-	-
Payroll Taxes	(10,000)	(5,000)	-	-	(5,000)	-	-	-	(5,000)	-	(25,000)
Utilities	-	(15,000)	(24,000)	-	-	-	(24,000)	-	-	-	(63,000)
FET Taxes/ Sales Tax	-	-	-	-	-	-	-	-	-	-	-
Property Taxes	-	-	-	-	-	-	-	-	-	-	-
Insurance	(40,000)	-	-	-	-	-	-	-	-	-	(40,000)
Worker's Comp -	(37,000)	-	-	(4,500)	-	-	-	(2,000)	-	-	(46,500)
Liability / Imperial Credit	-	-	-	(37,000)	-	-	-	-	-	-	(74,000)
Total Disbursements	(190,065)	(85,665)	(77,165)	(57,665)	(93,427)	(220,591)	(37,353)	(14,853)	(93,736)	(48,236)	(918,755)
Cash Flow From Operations	(190,065)	(25,665)	32,835	17,335	66,073	(110,591)	25,647	85,147	(93,736)	751,764	558,745
Sales Proceeds (to be dispersed per court instructions)	(1,200,000)	(1,418,751)	-	-	-	-	-	-	-	-	(2,618,751)
Use of Proceeds (Held) / Released when distributec	1,200,000	1,418,751	-	-	-	-	-	-	-	-	2,618,751
HOLDBACKS FROM SALE AGREEMENTS	(190,065)	(25,665)	32,835	17,335	66,073	(110,591)	25,647	85,147	(93,736)	751,764	850,000
Net Cash flow	265,621	239,956	272,791	136,376	202,449	91,858	29,754	114,901	21,165	1,602,930	1,864,430
Ending G/L Cash Balance											
Bankruptcy Related Expenses	-	-	(50,000)	-	-	(50,000)	-	-	-	(15,000)	(115,000)
Lead Counsel (escrow)	-	-	(75,000)	-	-	(15,000)	-	-	-	(10,000)	(100,000)
Debtor F/A (escrow) **INCLUDES ESTIMATED JANUARY BILLS NOT PAID**	-	-	-	-	-	-	-	-	-	-	-
Claims Agent	-	-	-	-	-	-	-	-	-	-	-
Other Professionals	-	-	-	-	-	-	-	-	-	-	-
Creditor Counsel (escrow)	-	-	(25,000)	-	-	(20,000)	-	-	-	(10,000)	(55,000)
Creditor F/A (escrow)	-	-	-	-	-	-	-	-	-	-	-
Court/Trustee (payable quarterly)	-	-	-	-	-	-	-	-	(20,000)	-	(20,000)
Other	-	-	(3,750)	-	-	(2,750)	-	-	-	(1,500)	(8,000)
DIP Loan Fees & Bank Charges	-	-	-	-	-	-	-	-	-	-	-
DIP Loan Interest	-	-	(153,750)	-	-	(87,750)	-	-	(20,000)	(36,500)	(298,000)
TOTAL BK RELATED COSTS	-	-	(153,750)	-	-	(87,750)	-	-	(20,000)	(36,500)	(298,000)
ENDING CASH BALANCE	265,621	239,956	119,041	136,376	202,449	4,108	29,754	114,901	1,165	1,566,430	1,566,430

LIST OF INTERESTED PARTIES

In re Beall Corporation
U.S. Bankruptcy Court Case No. 12-37291-elp11

ECF PARTICIPANTS

- JASON M AYRES jayres@fwlaw.com, cmontee@fwlaw.com
- SCOTT D FINK bronationalecf@weltman.com
- MICHAEL W FLETCHER michael.fletcher@tonkon.com, tammy.brown@tonkon.com;leslie.hurd@tonkon.com
- DAVID W HERCHER dave.hercher@millernash.com, nancy.stoll@millernash.com;d.hercher@comcast.net
- MARY JO HESTON hestonm@lanepowell.com, campbelld@lanepowell.com;docketing-sea@lanepowell.com;barkerd@lanepowell.com
- THOMAS K HOOPER bmail@hooplaw.com, tgranados@hooplaw.com
- ALBERT N KENNEDY al.kennedy@tonkon.com, leslie.hurd@tonkon.com;andy.haro@tonkon.com
- LINDA S LAW linda.law@portlandoregon.gov, janet.long@portlandoregon.gov
- R GIBSON MASTERS gib.masters@klgates.com, mary.raymond@klgates.com;bankruptcyecf@klgates.com
- JOSEPH M MEIER jmeier@cosholaw.com, jbean@cosholaw.com
- MICHAEL J MORRIS morrism@bennethartman.com, hartmansecretary@yahoo.com
- ZACHARY MOSNER BCUMosner@atg.wa.gov
- CHRISTOPHER L PARNELL cparnell@dunncarney.com, ctolle@dunncarney.com
- JOHN SITHER John.Sither@usdoj.gov
- JONATHAN C SMALE jonathan@fieldjergger.com, koren@fieldjergger.com
- KIMBERLY A SUGAWA-FUJINAGA ksf@greenemarkley.com, lydia.paterson@greenemarkley.com
- BRAD T SUMMERS tsummers@balljanik.com, akimmel@balljanik.com
- SKYLER M TANNER tanners@lanepowell.com, beldingt@lanepowell.com;docketing-pdx@lanepowell.com;barkerd@lanepowell.com
- JEANETTE L THOMAS JThomas@perkinscoie.com, etherrien@perkinscoie.com;docketpor@perkinscoie.com
- US Trustee, Portland USTPRegion18.PL.ECF@usdoj.gov

NON-ECF PARTICIPANTS

SECURED CREDITORS

Dan Willetts
KeyBank
1675 Broadway, Fifth Floor
Denver, CO 80201

US Bank
1310 Madrid St
Marshall, MN 56258

Lavon Robison
Escrow Pacific LLC
311 North 4th St #106
Yakima, WA 98901

REQUESTS FOR NOTICE

Jason H. Robinson
Babcock Scott & Babcock
505 E 200 South, Suite 300
Salt Lake City, UT 8410

Linda Boyle
tw telecom inc.
10475 Park Meadows Dr., #400
Littleton, CO 80124

George A. Bogan
Executive Vice President
Main Steel Polishing Company,
Inc.
2 Hance Avenue
Tinton Falls, NJ 07724

Old Dominion Freight Line, Inc.
Legal Collections Department
500 Old Dominion Way
Thomasville, NC 27360