

Court having reviewed the Motion, the Affidavit of Michael Lord, and having heard the statements of counsel in support of the relief requested therein, (including the proffer by the Debtors) and any objections and any evidence offered; and the Court being fully advised in the premises;

THE COURT FINDS THAT:

A. Debtors filed petitions for relief under Chapter 11 of the United States Bankruptcy Code (the "Code") on February 12, 2008 (the "Petition Date").

B. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

C. The procedure set forth in paragraph 38 of this Order constitutes sufficient "notice and hearing" under §§ 102, 363, and 364 of the Code, FED. R. BANKR. P. 2002, 4001, 6004, 6007, and 9006 and all applicable local rules. **Except for the effect of § 364(e) of the Code for loans and advances made prior to entry of a final order, this Order is being entered on an interim basis pursuant to FED. R. BANKR. P. 4001 and is expressly subject to the rights of parties in interest to object as specifically provided in paragraph 38 below.**

D. BWASI manufactures automotive component parts for sale to a number of customers, including Ford Motor Company and affiliates ("Ford") and the certain other customers. Pursuant to purchase orders and supply contracts with its customers (as amended from time to time, the "Purchase Orders"), BWASI is obligated to manufacture component parts ("Component Parts") which are either used in the manufacture of motor vehicles, or incorporated into components sold to motor vehicle manufacturers or other suppliers to the automotive industry.

E. BWASI is the only operating company Debtor. Each Debtor other than BWASI (collectively, the “Non-Operating Entity Debtors”) serves the following respective functions with respect to the business of BWASI: (i) BWAS Holdings is a holding company that owns 100% of the issued and outstanding equity interests in BWASI; (ii) Blue Water Plastics is a holding company that owns certain equity interests in BWAS Mexico and Blue Water Automotive Systems Mexico, S. de R.L. de C.V.; (iii) BWAS Mexico is a holding company that owns certain equity interests in Blue Water Automotive Systems Mexico, S. de R.L. de C.V., and (iv) Blue Water Properties is a real estate holding company that owns certain real property.

F. Should BWASI fail to meet its obligations to its customers to timely deliver Component Parts as called for by the Purchase Orders, such customers may suffer significant damages and may have claims against BWASI for such damages.

G. Before the commencement of its bankruptcy case, BWASI was party to an Amended and Restated Loan and Security Agreement dated as of July 18, 2006 (as amended to date, the “Revolving Loan Agreement”) by and among BWASI, as borrower, the financial institutions from time to time party thereto, as lenders (the “Lenders”), The CIT Group/Business Credit, Inc., as Agent and Sole Lead Arranger (in its capacity as agent, the “Agent”), and LaSalle Bank Midwest National Association, as Documentation Agent (“LaSalle”). Pursuant to the Revolving Loan Agreement, BWASI granted to the Agent, for the benefit of the Lenders, for the purpose of securing the Obligations (i) a first priority security interest in and lien on all or substantially all of the following (collectively, the “Revolving Loan First Lien Collateral”): Accounts; Chattel Paper, including electronic chattel paper; Commercial Tort Claims; Deposit Accounts; Documents; General Intangibles, including Payment Intangibles, Software and Intellectual Property; Equipment; Goods, including Inventory; Instruments; Investment Property; Letter-of-Credit Rights; Supporting Obligations; monies, whether or not in the possession or

under the control of Agent, a Lender, or a bailee or Affiliate of Agent or a Lender, including any Cash Collateral; accessions to, substitutions for, and replacements, products, and cash and non-cash proceeds of the foregoing, including proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage or destruction of any Collateral; and all books and records (including customer lists, files, correspondence, tapes, computer programs, print-outs and computer records) pertaining to the foregoing; and (ii) a second priority security interest in all Lease Agreement First Lien Collateral (as hereinafter defined). Except as otherwise indicated, capitalized terms used in this paragraph are used as defined in the Revolving Loan Agreement.

H. As a condition of the Revolving Loan Agreement, BWASI entered into various agreements in favor of the Agent, including (i) an Intellectual Property Security Agreement securing the Obligations (as defined in the Revolving Loan Agreement); (ii) certain mortgages and assignments of leases and rents securing the obligations of BWASI under the Revolving Loan Agreement and related agreements, the Lease Agreement and related agreements, and the CIT Capital Loan and related agreements; and (iii) a Pledge Agreement pledging all of BWASI's equity interests in Blue Water Plastics and Blue Water Properties as collateral for the Secured Obligations (as defined therein).

I. As a further condition of the Revolving Loan Agreement, each of the Non-Operating Entity Debtors entered into various agreements in favor of the Agent, including (i) Subsidiary Guarantee Agreements of each of BWAS Mexico and Blue Water Plastics; (ii) Subsidiary Pledge Agreements of each of BWAS Mexico and Blue Water Plastics, pledging 65% of their respective equity interests in Blue Water Automotive Systems Mexico, S. de R.L. de C.V. and all of the equity interests of Blue Water Plastics in BWAS Mexico as security for the Guaranteed Obligations (as defined therein); (iii) Subsidiary Security Agreements of each of

BWAS Mexico and Blue Water Plastics granting the Agent security interests and liens on all or substantially all of their respective personal property as security for the Guaranteed Obligations (as defined therein); and (iv) Pledge Agreement of BWAS Holdings pledging 25,850 shares of Class A Common Stock of BWASI and 220,251 shares of Class B Common Stock of BWASI as security for the Guaranteed Obligations (as defined therein).

J. Additionally, BWASI was party to a Master Lease Agreement dated as of May 17, 2006 (as amended to date, the "Lease Agreement") between The CIT Group/Equipment Financing, Inc., as Lessor (the "Lessor") and BWASI, as lessee, pursuant to which the Lessor provided financing or financing leases for the benefit of BWASI. Pursuant to the Lease Agreement, BWASI granting to the Lessor, as security for the Obligations (as defined therein) (i) a first priority security interest in and lien on all of the following (collectively, the "Lease Agreement First Lien Collateral"): (a) all plastic injection and blow molding machinery and related support equipment such as resin drying, blending loading and granulating equipment, (b) all parts, replacements, accessions, additions, alterations, replacements and modifications to any of the foregoing; (c) all rights, interests, choses in action, causes of action, claims and all other intangible property of any kind or nature related to the foregoing personal property; (d) all payments under any insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (e) all proceeds and products of any of the foregoing; and (ii) a second security interest in and lien on the Revolving Loan First Lien Collateral.

K. As a condition of the Lease Agreement, BWASI entered into various security documents in favor of the Lessor, including (i) an Intellectual Property Security Agreement securing the Obligations (as defined in the Lease Agreement); (ii) certain mortgages and assignments of leases and rents securing the obligations of BWASI under the Revolving Loan

Agreement, the Lease Agreement and related agreements, and the CIT Capital Loan and related agreements; and (iii) a Pledge Agreement pledging all of BWASI's equity interests in Blue Water Plastics and Blue Water Properties as collateral for the Secured Obligations (as defined therein).

L. As a further condition of the Lease Agreement, each of the Non-Operating Entity Debtors entered into various security documents in favor of the Lessor, including (i) Subsidiary Guarantee Agreements of each of BWAS Mexico and Blue Water Plastics; (ii) Subsidiary Pledge Agreements of each of BWAS Mexico and Blue Water Plastics, pledging 65% of their respective equity interests in Blue Water Automotive Systems Mexico, S. de R.L. de C.V. and all of the equity interests of Blue Water Plastics in BWAS Mexico as collateral for the Guaranteed Obligations (as defined therein); (iii) Subsidiary Security Agreements of each of BWAS Mexico and Blue Water Plastics granting the Agent security interests and liens on all or substantially all of their respective personal property as collateral for the Guaranteed Obligations (as defined therein); and (iv) Pledge Agreement of BWAS Holdings pledging 25,850 shares of Class A Common Stock of BWASI and 220,251 shares of Class B Common Stock of BWASI as collateral for the Guaranteed Obligations (as defined therein).

M. Additionally, Blue Water Properties obtained a loan (the "CIT Capital Loan") from CIT Capital USA, Inc. (the "Real Estate Lender") for the purpose of refinancing certain existing indebtedness and acquiring certain assets, secured by mortgages and assignments of leases and rents with respect to certain real property owned by BWASI and Blue Water Properties.

N. Additionally, BWASI asserts that it has entered into a Term Loan Agreement dated as of July 9, 2007 (the "Term Loan Agreement") by and among BWASI, KPS Special

Situations Fund II, L.P. and KPS Special Situation Fund II (A), L.P. (collectively, the "Term Loan Lenders").

O. As a condition of the Term Loan Agreement, BWASI asserts that it has entered into various security documents in favor of the Term Loan Lenders, including (i) a Security Agreement granting a first-priority security interest in and lien on specified equipment to the Term Loan Lenders (the "KPS First Lien Collateral") as security for the Obligations (as defined therein) and (ii) a mortgage with respect to certain real property of BWASI as security for the Term Loan Obligations (as defined therein).

P. In connection with the Term Loan, the Agent, the Lessor, the Real Estate Lender (collectively, with LaSalle, the "CIT Group Lenders" and, collectively with the Term Loan Lenders, the "Prepetition Lenders") and the Term Loan Lenders entered into a Subordination Agreement pursuant to which the parties agreed that, as between the parties, (i) the security interest of the Term Loan Lenders in the KPS First Lien Collateral would be senior to any security interest of the CIT Group Lenders in such collateral; and (ii) the parties would share priority in certain common real estate collateral.

Q. Finally, certain purchase money lenders (collectively, the "PMSI Creditors") may assert purchase money security interests against a variety of miscellaneous equipment used by the Debtors and certain tooling vendors assert moldbuilder's and other liens ("Tool Vendors") pursuant to, *inter alia*, MCL 445.619 et. seq. in certain tooling. Nothing in this Order is intended to validate or invalidate (i) any liens or security interests granted to any CIT Group Lender (other than with respect to the liens of the CIT Group Lenders as to the Revolving Loan First Lien Collateral, and proceeds thereof and ^{other than} ~~except~~ as to the escrow established pursuant to paragraph 22(b) below), the Term Loan Lenders, the PMSI Creditors or any Tool Vendors

pursuant to the above or other documents or (ii) any setoffs, recoupments, or other deductions taken or to be taken by any party, including Debtors' customers.

R. Other than the Prepetition Lenders, no entities are known to assert an interest in the Debtors' prepetition accounts, inventory and general intangibles (such assets are hereinafter referred to as the "Current Assets" and such collateral is hereinafter referred to herein as the "Prepetition Current Asset Collateral").

S. Insufficient funds exist with which to meet payroll, purchase raw materials and other necessary supplies to produce the Component Parts and, therefore, absent postpetition financing, BWASI will not be able to satisfy its obligations under the Purchase Orders. Therefore, BWASI has requested that Citizens Bank ("Citizens Bank") provide the postpetition financing set forth in this Order and that the Accommodating Customers (as hereinafter defined) facilitate such financing by providing certain of the Credit Enhancements (as defined below).

T. The Debtors urgently require financing and credit under § 364 of the Code to fund day-to-day operations and to maintain production for the Accommodating Customers and their other customers. Continuing production is necessary to preserve the Debtors' operations and is integral to the successful reorganization or sale of Debtors pursuant to the provisions of Chapter 11 of the Code. Debtors believe that inability to fund these activities in a timely manner may result in a long term negative impact on their business, to the prejudice and detriment of Debtors' creditors, customers and employees.

U. Despite good faith efforts, Debtors are unable to obtain (1) adequate unsecured credit allowable under §§ 503(b)(1) or 364(c)(i) of the Code as an ordinary administrative expense, (2) unsecured credit allowable under § 364(a) or (b) of the Code or (3) secured credit

under § 364(c)(1) of the Code from any source sufficient to enable Debtors to continue their business operations.

V. Debtors are also unable to obtain financing without (1) granting Citizens Bank's claims priority under 11 U.S.C. § 364(c)(1) and also priority over all administrative expenses of the kind specified in §§ 503(b) and 507(b) of the Code (subject to provisions of paragraphs 5 and 31 below), and (2) securing the postpetition obligations with liens on substantially all of Debtors' assets in accordance with § 364(c)(2) of the Code, and (3) securing the Postpetition Indebtedness with junior liens on Debtor's prepetition assets in accordance with § 364(c)(3) of the Bankruptcy Code.

W. Citizens Bank is willing to provide Debtors with a \$35,000,000 revolving credit facility, including up to \$24,000,000 of Overformula Advances (as defined below) (the "Credit Facility"), pursuant to the terms of this Order (the "Postpetition Loans"). As detailed below, all of the Postpetition Loans made to BWASI will be guaranteed by the other Debtors, but each such guaranty will be limited to the amount of postpetition advances made by BWASI to each respective other Debtor.

X. To induce Citizens Bank to provide financing hereunder, and subject to the terms of this Order, Ford has agreed to provide the following credit enhancements as described in more detail below (collectively, the "Credit Enhancements"): (1) a limitation of setoffs against postpetition accounts ("Setoff Limitation"); (2) an agreement to purchase inventory if certain events occur ("Inventory Purchase Agreement"); and (3) a change of payment terms to net ten (10) days or equivalent expedited basis. In addition, and as part of the Credit Enhancements, (1) Ford has agreed to provide a guaranty of all Overformula Advances (as defined below), (2) Ford has conditioned use of the proceeds of the financing on the Production Contingencies (as defined

below), and (3) certain other accommodations have been granted pursuant to an accommodation agreement (the "Accommodation Agreement") in substantially the form of the accommodation agreement attached hereto as Exhibit A. Certain other customers may agree to provide similar Credit Enhancements, and in consideration therefor the Debtors and such customers may agree to similar agreements as contained in the Accommodation Agreement. In addition, the Debtors may agree to give access rights to such customers pursuant to an access agreement which shall be approved by further order of this Court.

Y. Debtors, the Accommodating Customers, the CIT Group Lenders and Citizens Bank have exchanged fair consideration for the rights each obtained in the Order and each acted in good faith in its negotiations over the terms of this Order.

Z. The terms and conditions of this Order are fair and reasonable, reflect Debtors' exercise of prudent business judgment consistent with its fiduciary duties, are supported by reasonably equivalent value and fair consideration, were negotiated by the parties at arms' length and entered into by the parties in good faith, and are the best available to Debtors under the present market conditions and financial circumstances of Debtors. Citizens Bank's extensions of credit to BWASI under this Order are and will be made in good faith. Any credit extended to BWASI by Citizens Bank pursuant to this Order, whether interim or final, will be deemed to have been extended and made in good faith, as that term is used in § 364(e) of the Code.

AA. To avoid immediate and irreparable harm, BWASI needs to borrow up to \$27,500,000 from Citizens Bank on an interim basis in accordance with the terms of this Order prior to the time the Court can hold a final hearing on this Order; in connection with entry of this Order on a final basis, BWASI will seek authority to borrow up to a maximum amount of \$35,000,000 from Citizens Bank.

BB. Under paragraph 22 of this Order, the Debtors have provided certain protection of the interest of the Prepetition Lenders in the Prepetition Collateral, and this Court finds such protection constitutes adequate protection under the Code.

CC. It is in the best interests of BWASI and the other Debtors, their estates, and creditors that BWASI be immediately authorized to incur secured indebtedness under this Order and to execute, deliver, perform and consummate this Order and all documents and instruments referred to herein or contemplated hereby.

DD. All provisions of this Order shall become effective upon, and subject to, the initial funding of the Postpetition Obligations by Citizens Bank to the Debtors provided for in this Order.

BASED ON THE FOREGOING FINDINGS, no further notice being required and the Court being otherwise duly advised in the premises,

IT IS ORDERED THAT:

1. The Motion is granted on the terms provided in this Order and any objections to the Motion are overruled. ~~The objection of PolyOne Corporation (“PolyOne”) to the entry of this Order is overruled without prejudice to PolyOne’s rights to renew such objection at the final hearing on the Motion, which rights are preserved.~~

2. BWASI is authorized to receive financing from Citizens Bank on the terms of this Order, to incur obligations to Citizens Bank in the form of the Postpetition Loans secured and with the priorities as provided in this Order, and to make intercompany loans to the Non-Operating Entity Debtors with the proceeds of such Postpetition Loans; provided, however, that the aggregate principal amount of the Postpetition Loans prior to the entry of a Final Order (as

hereinafter defined) authorizing such financing shall not exceed \$27,500,000 and the aggregate amount of intercompany loans to the Non-Operating Entity Debtors shall not exceed \$3,000,000.

3. BWASI is authorized to enter into Accommodation Agreement with the Accommodating Customers, and to give access rights to the Accommodating Customers pursuant to the Access Agreement in exchange for the Credit Enhancements to be provided by the Accommodating Customers pursuant to the Accommodation Agreement and otherwise.

4. Each of the Non-Operating Entity Debtors is authorized to provide secured guaranties of the Postpetition Loans on the terms of this order and to incur obligations to BWASI in the form of intercompany loans of the proceeds of Postpetition Loans not to exceed \$3,000,000 in the aggregate.

THE POSTPETITION LOANS

5. Citizens Bank is authorized to make the Postpetition Loans on the terms provided in this Order. The Postpetition Loans will be made on the following terms:

- a. Until such time (x) as Citizens Bank is satisfied, in its reasonable discretion, with the results of its examination of BWASI's books and records (which examination Citizens Bank has committed to commence forthwith and conclude no later than March 7, 2008), and (y) paymentspayment in the amount of \$1,720,000 with respect to the postpetition liens of certain customers of the Debtors pursuant to the Cash Collateral Orders (as defined below) are made into escrow, all advances will be treated as Overformula Advances (defined below). All liens of the aforementioned customers will be transferred to the proceeds of the escrow, subject to the resolution of the validity, existence and priority of such liens. Subject to Citizens Bank's satisfaction with its due diligence (including, without limitation, BWASI's ability to report accurately and timely accounts receivable and inventory, the quality and value of inventory, the creditworthiness of account debtors and the adequacy of insurance on inventory), Citizens Bank, in its reasonable discretion, will make loans based on the following borrowing base formula (the "In-formula Loans" and the "Borrowing Base"):

- i. up to ninety percent (90%) of Accommodating Customer Eligible Accounts (as defined below); plus

- ii. up to eighty-five percent (85%) of Eligible Accounts (as defined below) other than Accommodating Customer Eligible Accounts; plus
- iii. up to seventy-five percent (75%) of the cost of Accommodating Customer Inventory (as defined below); plus
- iv. up to thirty-five percent (35%) of the cost of Eligible Inventory (as defined below) other than Accommodating Customer Eligible Inventory; minus
- v. the Reserves (as defined below).

In addition to the In-Formula Loans, if any, Citizens Bank will lend up to an amount equal to the difference between \$35,000,000 and the outstanding amount of In-Formula Loans made according to the Borrowing Base (the "Overformula Advances"), not to exceed \$24,000,000 of Overformula Advances.

- b. Overformula Advances will only be made if they are fully guaranteed by Ford and/or other Accommodating Customers acceptable to Citizens Bank pursuant to a guaranty in form and substance acceptable to Citizens Bank in its reasonable discretion (or fully cash secured according to documents in form and substance acceptable to Citizens Bank in its reasonable discretion). As between all other Postpetition Indebtedness, the Overformula Advances shall be subordinate in all respects.
- c. "Accommodating Customer" means any customer of BWASI who provides credit accommodations by executing a Collateral Enhancement Agreement in form and substance satisfactory to Citizens Bank, and shall initially include Ford, and thereafter, such customers who meet the Production Contingencies, as defined below.
- d. "Accommodating Customer Eligible Accounts" means Eligible Accounts owing by an Accommodating Customer that are subject to a Setoff Limitation in form and substance satisfactory to Citizens Bank.
- e. "Accommodating Customer Eligible Inventory" means Eligible Inventory that is subject to a Inventory Purchase Agreement from an Eligible Customer pursuant to a Credit Enhancement Agreement or other agreement in form and substance satisfactory to Citizens Bank.
- f. "Eligible Accounts" means *bona-fide* postpetition accounts receivable owing by a customer that satisfies Citizens Bank's reasonable credit standards which are (i) less than ninety (90) days old (based on the earlier of the shipment or invoice date), (ii) arise in the ordinary course of business, (iii) the product of arm's length final sale transactions, (iv) not payable in respect of Tooling with respect to any Customer (as defined in the Accommodation Agreement ("Tooling"), and (v) otherwise acceptable

to Citizens Bank in its reasonable discretion (applying reasonable commercial asset based lending criteria).

- g. “Eligible Inventory” means raw materials, work-in-process (only to the extent such inventory is Accommodating Customer Eligible Inventory, (but excluding Tooling) and finished goods (but excluding Tooling), as the case may be, that is (i) of merchantable quality and not obsolete (ii) in a quantity that does not exceed thirty (30) days of the applicable customer’s historical usage (or ninety (90) days if such inventory is Accommodating Customer Eligible Inventory), and (iii) otherwise acceptable to Citizens Bank in its reasonable discretion (applying reasonable commercial asset based lending criteria). Citizens Bank shall have the right to impose reasonable Borrowing Base reserves to address any inventory reporting or quality deficiencies, provided that the parties will discuss appropriate Borrowing Base reserves following completion of a field audit by Citizens Bank.
- h. “Reserves” means Borrowing Base reserves imposed from time-to-time by Citizens Bank in its reasonable discretion, including reserves for the Carve-Out, reserves for Permitted Liens on accounts or inventory that are senior to the liens of Citizens Bank, and reserves in respect of any adequate protection payments to the Agent on which the parties agree and/or the Court otherwise orders.
- i. The Postpetition Loans shall bear interest at the following rates:
 - i. all Postpetition Loans that are not Overformula Advances shall bear interest at a rate equal to the “Prime Rate” (as set by Citizens Bank from time-to-time) plus one and one-quarter percent (1.25%) per annum on the outstanding day-to-day principal balance;
 - ii. the Overformula Advance shall bear interest at a rate equal to the Prime Rate per annum plus one-half percent (0.50%) per annum on the outstanding day-to-day principal balance;
 - iii. from and after an Event of Default (defined below), the Loans will accrue interest at two percent (2.0%) per annum above the otherwise applicable interest rates; and
 - iv. interest on the Postpetition Loans shall be due and payable on the first business day of each month in arrears and all interest will be calculated based on a 360 day year.
- j. BWASI shall pay Citizens Bank a non-refundable facility fee of \$250,000 payable upon the entry of this Order (the “Closing Fee”).
- k. BWASI shall pay Citizens Bank a collateral monitoring fee of \$5,000 per month or portion thereof due and payable on the first business day of each

month in arrears until the Postpetition Loans are paid in full (the "Collateral Monitoring Fee).

- l. BWASI shall pay Citizens Bank on the first day of each month in arrears a fee of one-quarter of one percent (0.25%) times the average daily unused portion of the Credit Facility ("Unused Line Fee" and together with the Closing Fee and the Collateral Monitoring Fees, the "Loan Fees").
- m. BWASI shall pay Citizens Bank, upon demand, all reasonable fees and out-of-pocket costs and expenses incurred by Citizens Bank in monitoring, administering or providing financing or enforcing its rights and remedies hereunder, or in enforcing rights against any guarantors, including without limitation, attorneys' fees and costs, costs and fees associated with Bankruptcy Court appearances, all liquidation costs (including a reasonable allocation of internal costs and expenses arising as a result of any liquidation), appraisal fees, recording fees, field audit fees (at a rate of \$1,000 per man/day plus out-of-pocket expenses), expert witness fees, together with all expenses and fees (including attorneys' fees and costs) incurred in connection with any litigation arising under or in connection with this Order or in connection with or related to the financing being provided hereunder, including the costs of defending any litigation with or involving any Accommodating Customer or any account debtor, except that, notwithstanding the foregoing, BWASI shall not be responsible for any such fees, costs and expenses caused by Lender's gross negligence, willful misconduct, breach of an enforceable contractual obligation, or breach of a court order (collectively, the "Lender Expenses"). Citizens Bank will apply the \$50,000 expense deposit received from certain affiliates of KPS Funds on February 12, 2008 toward payment of the Lender Expenses.
- n. None of the Postpetition Loans may be used to object to, contest or raise any defense to the validity, perfection, priority, extent or enforceability of the Postpetition Loans, the liens securing the Postpetition Loans, or any claims, liens and/or security interests in favor of Citizens Bank with respect to the Postpetition Loans, nor to assert any claims, counterclaims, defenses or causes of action against Citizens Bank.
- o. Each Debtor other than BWASI (the "Non-Operating Entity Debtors") will guaranty the obligations of BWASI in respect of the Postpetition Indebtedness pursuant to Guaranties in form and substance acceptable to Citizens Bank (the "Affiliate Guaranties"). However, notwithstanding anything to the contrary in this Order or the Affiliate Guaranties, each Non-Operating Entity Debtor's Affiliate Guaranty shall be limited to the amount of postpetition advances made by BWASI to such Debtor.

6. To assure payment of court-appointed professionals in these cases necessary to the reorganization, the superpriority administrative claims granted to Citizens Bank pursuant to

this Order, and the liens securing the same, shall be subject to the Carve-Out. For purposes hereof, the "Carve-Out" means the budgeted amount per month (for all months prior to the occurrence of an Event of Default in which Citizens Bank is providing postpetition financing, but not thereafter which is covered by the other provisions of this paragraph 6) for Debtors' court-appointed professionals plus the budgeted amount per month for those court-appointed professionals, if any, retained by any unsecured creditor's committee (the "Committee") in Debtors' Chapter 11 cases to ensure that the referenced amount is available for borrowing by BWASI. Without limiting other necessary amounts of such budget, the amounts so budgeted shall include post-petition retainers in the amount of \$100,000 to each of Foley & Lardner LLP and Huron Consulting Group, which are hereby allowed, plus an additional \$850,000 for the benefit of Debtor's court-appointed professionals and an additional \$150,000 for the court-appointed professionals of the Committee after the occurrence of an Event of Default, it being understood and agreed that any retainers held by the professionals from time to time shall not be deemed to reduce such amount. The Carve-Out may be modified prospectively by agreement among Debtors, Citizens Bank, the Accommodating Customers and the involved professionals, and no prospective modification of the Carve-Out shall be enforceable against an involved professional who did not approve such modification in writing. Upon request by BWASI, but in all events at the expiration of funding under this Order or any subsequent order that governs the Postpetition Loans, or upon conversion of BWASI's Chapter 11 case to a Chapter 7 case, Citizens Bank shall fund the unused amount of the Carve-Out directly to Debtors' counsel to be held in trust solely for purposes of paying allowed fees and costs of Debtors' professionals and professionals for the Committee and no other expenses or obligations of Debtors. Any portion of the Carve-Out not used to pay allowed fees and costs of the Debtors' professionals and professionals for the Committee shall be returned to Citizens Bank for application to the

Postpetition Indebtedness. Except for the Carve-Out and as provided below in paragraph 31 for United States Trustee fees, Citizens Bank shall not be responsible to fund any other professional fees or costs, and Citizens Bank's collateral shall not otherwise be subject to surcharge for any professional fees or costs.

7. Absent further order of this Court or a written agreement among Debtors, Citizens Bank, the Committee, and the Accommodating Customers, the Postpetition Loans shall be due and payable on the earliest of: (a) September 30, 2008; (b) the occurrence of an Event of Default; (c) the closing of a sale pursuant to an order authorizing a sale of all or substantially all of the Debtors' assets; or (d) the effective date of any confirmed plan of reorganization.

8. To secure Debtors' respective obligations on account of the Postpetition Loans, including principal, interest, the Loan Fees and Lender Expenses (collectively, "Postpetition Indebtedness"), and in all cases subject to the limitation in paragraph 5(o) above in respect of the Non-Operating Entity Debtors, Citizens Bank is hereby granted a perfected lien on and security interest in the following:

- a. Pursuant to § 364(c)(2) of the Code, a lien and security interest in any and all property of each Debtor's estate arising, created or acquired subsequent to the filing of the bankruptcy petition, including, without limitation, (i) all accounts, accounts receivable, and general intangibles (including patents, trademarks, patent applications, copyrights and other intellectual property of whatever description, commercial tort claims, royalty payments such as under patent, trademark or other licensing arrangements, proceeds of condemnation awards, proceeds of judgments (other than proceeds of fire and other property insurance such as business interruption insurance); (ii) all inventory including, but not limited to, raw materials, work in process, finished goods and materials used or usable in the manufacturing, processing, packaging or shipping of inventory; (iii) all returned goods and merchandise relating to accounts and accounts receivable; (iv) all equipment including, but not limited to, machinery, fixtures, furniture and all accessories (excluding Tooling), fittings and parts therefor; (v) all documents, instruments and chattel paper; (vi) all fixtures; (vii) all books and records of each Debtor including books and records evidencing, securing or relating to accounts and accounts receivable; (viii) all

securities, stocks, options, and warrants, whether certificated or uncertificated and whether in bearer or registered form, if any (provided, however, that the security interest in and lien on the equity interests owned by a Debtor in any entity organized outside of the United States shall be limited to 65% of the Debtor's equity interests in such entity); (ix) all tax refunds arising from taxes incurred and paid on or after the Petition Date; (x) all real estate or interests in real estate, if any; and (xi) all proceeds, products, profits and rents of any of the foregoing arising, created or acquired subsequent to the Petition Date (collectively, the "Postpetition Collateral"). Notwithstanding the foregoing, the Postpetition Collateral does not include any causes of action or judgments or proceeds of such causes of action against any person or entity arising under Chapter 5 of the Code ("Chapter 5 Causes of Action").

- b. Pursuant to § 364(c)(3) of the Code, a lien and security interest, junior in priority and right of payment only to the Existing Liens (defined below), in any and all property of each Debtor arising, created, acquired or existing prior to the Petition Date, including, but not limited to (i) all accounts, accounts receivable, contract rights and general intangibles (including, without limitation, patents, trademarks, patent applications, copyrights and other intellectual property of whatever description, royalty payments such as under patent, trademark or other licensing arrangements, proceeds of condemnation awards, proceeds of judgments and proceeds of fire and other property insurance such as business interruption insurance, goodwill and going concern value, but excluding claims of any Debtor against (a) Ford, or (b) against Sarna Automotive, in each case arising, created, acquired or existing prior to the Petition Date; (ii) all inventory including, but not limited to, raw materials, work in process or finished goods, materials used or usable in the manufacturing, processing, packaging or shipping of inventory; (iii) all returned goods and merchandise relating to accounts and accounts receivable; (iv) all equipment including, but not limited to, machinery, furniture, fixtures and all accessories, fittings and parts therefore (excluding Tooling); (v) all documents, instruments and chattel paper; (vi) all fixtures; (vii) all books and records evidencing, securing or relating to accounts, accounts receivable or general intangibles or other prepetition assets; (viii) all real estate and rights in real estate owned by each Debtor; (ix) all securities, stocks, options, and warrants, whether certificated or uncertificated and whether in bearer or registered form, if any (provided, however, that the security interest in and lien on the equity interests owned by a Debtor in any entity organized outside of the United States shall be limited to 65% of the Debtor's equity interests in such entity); (x) all real estate and interests in real estate, if any; (xi) all tax refunds arising from taxes paid before the Petition Date; and (xii) all products, proceeds, profits or rents thereof (collectively, the "Prepetition Collateral" or together with the Postpetition Collateral, the "Collateral"). For purposes of this Order, the term "Existing Liens" means any prepetition liens or security interests. Notwithstanding the foregoing, the Postpetition Collateral does not

include any Chapter 5 Causes of Action. For certainty, to the extent any prepetition liens and security interests are not valid and enforceable or are avoided, to the extent provided in §551 of the Code, such liens and security interests shall be preserved for the benefit of the applicable estate.

9. Subject to paragraphs 8 and 22, the security interests and liens granted by this Order to Citizens Bank shall be:

- a. a lien and security interest in the Prepetition Collateral junior in priority only to the Existing Liens pursuant to § 364(c)(3) of the Code;
- b. a first priority lien and security interest in the Postpetition Collateral; and
- c. a first priority lien and security interest in any of the Collateral that is not otherwise subject to a lien under § 364(c)(2) of the Code.

For clarification, nothing in this Order shall be deemed to grant Citizens Bank, the Accommodating Customers, any of Debtor's customers, or any other party a lien, security interest, or right in any Collateral (including any Prepetition Collateral or Postpetition Collateral to the extent permitted by § 552 of the Code) that "primes" or is superior to any enforceable, unavoidable, prepetition lien or security interest and nothing in this Order shall be deemed to affect, diminish, or prejudice in any way the extent or enforceability of any such lien or security interest in any Collateral to the extent otherwise valid and enforceable, including under § 552 of the Code.

10. Except as otherwise provided in the following paragraph of this Order, no other claim or lien having a priority superior or pari passu with those granted by this Order or by the Final Order to Citizens Bank or the Prepetition Lenders shall be granted while any portion of the obligations arising under the Credit Facility remains outstanding. Except as set forth in this Order, none of Citizens Bank's liens, mortgages or security interests shall be subject or subordinate to (a) any lien or claim under §§ 363 or 364 of the Code or otherwise, or (b) any liens arising after the Petition Date (other than Permitted Liens, as hereinafter defined). For

purposes of this paragraph 10, "Permitted Liens" shall mean: (a) liens in favor of Citizens Bank and the Prepetition Lenders not released by this Order; (b) purchase money liens securing purchase money debt; (c) liens on Tooling; (d) liens for taxes not yet due or being properly contested; (e) statutory liens (other than liens for taxes or imposed under the Employee Retirement Income Security Act of 1974) arising in the ordinary course of business, but only if (i) payment of the obligations secured thereby is not yet due or is being properly contested, and (ii) such liens do not materially impair the value or use of the property or materially impair operation of the business of the Debtors; (f) liens incurred or deposits made in the ordinary course of business to secure performance of tenders, bids, leases, contracts, statutory obligations, setoffs, recoupments and other similar obligations, or arising as a result of progress payments under government contracts, as long as such liens are junior to the liens of Citizens Bank; (g) liens arising by virtue of a judgment or judicial order against a Debtor or a subsidiary of a Debtor or any property of a Debtor or a subsidiary of a Debtor provided that such liens are (i) in existence for less than 20 days or are being properly contested and (ii) are at all times junior to the liens of Citizens Bank; (h) liens on Tooling granted by a Debtor in the ordinary course of business; (i) normal and customary rights of setoff upon deposits in favor of depository institutions and securities intermediaries, and liens of a collecting bank on payment items in the course of collection; (j) liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security; and (k) licenses and sublicenses of intellectual property in the ordinary course of business.

11. Except for the Carve-Out and the statutory fees of the United States Trustee as provided for in paragraph 31 and in the last sentence of this paragraph, the Postpetition Indebtedness shall (a) have priority pursuant to § 364(c)(1) of the Code with respect to the In-

formula Loan portion of the Postpetition Indebtedness, (b) shall also be deemed to be an allowed administrative expense claim with respect to the In-formula Loan portion of the Postpetition Indebtedness having priority over any and all costs and expenses of administration or other priority claims in this Chapter 11 case or any subsequent Chapter 7 case, including those described in §§ 503(b) and 507(b) of the Code, and (c) not be subordinated to any other claim, security interest or lien granted under §§ 364 or 105 of the Code or otherwise.

12. The superpriority ~~§ 507(b) administrative claims and Section 364(c)(1) claims~~ that are being granted by this Order to Citizens Bank are limited to the deficiency, if any, in the amount collected by Citizens Bank with respect to its In-Formula Advances. ~~Nothing in this order shall be deemed to prejudice the right of Citizens Bank, the CIT Group Lenders or Ford with respect to potential § 507(b) claims they may make with respect to the deficiency, if any, in the amount collected by Citizens Bank with respect to its Overformula Advances, or to any party challenging the same.~~

13. In the event that a customer of BWASI satisfies the conditions set forth in Section 4(f) of the Accommodation Agreement (the "Production Contingencies"), BWASI is hereby authorized to provide to such customer (who will then become an Accommodating Customer) all of the accommodations and protections set forth in the Accommodation Agreement (including without limitation, the Tooling acknowledgement in Section 6 thereof, the obligation to manufacture an inventory bank under Section 4(a) thereof, the cooperation in resourcing business under Section 4(c) thereof and the information rights in Sections 4(d) and 4(e) thereof), and the Debtors are hereby authorized to execute any agreement memorializing such terms. In the event Ford or the applicable Accommodating Customer disputes the appropriateness of the price increases, provided that the Debtors believe that the Accommodating Customer has satisfied the Production Contingencies and has paid and continues to pay to the Debtors the

amounts necessary to satisfy the Production Contingencies, the Debtors will be authorized to use the financing provided in this Order to manufacture Component Parts for such Accommodating Customer, pending the resolution of such dispute. Each party reserves all rights with respect thereto. This Court retains jurisdiction to resolve any such dispute. Any disputed payments will be deemed to have been made on a provisional basis and each party reserves all rights thereto.

14. No security agreements, mortgages or financing statements shall be necessary to evidence or perfect the security interests, liens and mortgages provided under this Order; provided, however, that Debtors shall execute any documents reasonably requested at any time by Citizens Bank to memorialize or evidence the liens, security interests and mortgages granted by this Order. Citizens Bank shall have all the rights and remedies of a secured creditor and mortgagee in connection with the security interests, liens and mortgages granted by this Order, except to the extent that such rights and remedies may be affected by the Code.

15. Debtors shall furnish to Citizens Bank, the Agent and the Accommodating Customers:

- a. By the 10th day of each month beginning April 10, 2008, as of the last day of the preceding month, aging and summary reports of accounts (the "Accounts"), accounts payable and a reconciliation of Accounts, inventory and accounts payable to Debtor's general ledger(s).
- b. On a weekly basis, an inventory report identifying inventory used for the production of Accommodating Customers and production for other customers, including raw material, work-in-process and finished goods.
- c. With each request for a Postpetition Loan (which must be received by 11:00 a.m. on the business day an advance is requested), a borrowing request (each, a "Borrowing Request") in a form acceptable to Citizens Bank along with (i) the corresponding budget to such Borrowing Request, (ii) such proof as Citizens Bank may require that the Accommodating Customers have approved the corresponding budget and (iii) a sale, credits and collections report as of the close of business on the immediately preceding business day.

- d. Within thirty (30) calendar days after the end of each month of each fiscal year, a balance sheet of Debtors as of the close of each such month and of the comparable month in the preceding fiscal year, and statements of income and surplus of Debtors for each month and for that part of the fiscal year ending with each such month and for the corresponding period of the preceding fiscal year, all in reasonable detail.
- e. Immediately, copies of all pleadings and reports filed by Debtors or provided to the Office of the U.S. Trustee.
- f. An updated budget at least once monthly.
- g. All other reports, documents and information that Citizens Bank may reasonably request.

16. Unless otherwise directed by Citizens Bank, all proceeds of Postpetition Collateral in which Citizens Bank enjoys a first-priority lien including insurance proceeds and proceeds of postpetition accounts receivable shall be remitted in the form received to a lockbox maintained by Citizens Bank or deposited into a so-called "blocked deposit account" designated by Citizens Bank (the "Lockbox") and will be used by Citizens Bank to reduce the Postpetition Loans. All cash, checks, or funds of any type which come into the possession of the Agent, any of the CIT Group Lenders or the Debtors with respect to the Postpetition Collateral (including payments of insurance proceeds and proceeds of sales of Prepetition Collateral under § 363 of the Code) must be segregated and accounted for, held in trust for the benefit of Citizens Bank and delivered to Citizens Bank in the form received with any necessary endorsements promptly after the weekly reconciliation period set forth herein. All cash, checks, or funds of any type which come into the possession of Citizens Bank or Debtors with respect to the Prepetition Collateral or Postpetition Collateral in which Agent or any CIT Group Lender then holds a first-priority lien (including payments of insurance proceeds with respect to Prepetition Collateral and proceeds of sales of Postpetition Collateral under § 363 of the Code but excluding the liens in the Revolving Loan First Lien Collateral being released hereby) must be segregated and accounted for, held in trust for the benefit of the Prepetition Lenders and delivered to the Prepetition

Lenders in the form received with any necessary endorsements promptly after the weekly reconciliation period set forth herein. Each of the Prepetition Lenders and Citizens Bank agree to remit promptly to the other any proceeds or property in which the other has a first-priority security interest.

17. The Postpetition Loans shall be subject to the following additional terms and conditions:

- a. For the purpose of calculating borrowing availability for Postpetition Loans, the receipt by Citizens Bank of any wire transfer or electronic funds transfer of funds, check or other item of payment shall be applied immediately to provisionally reduce the Postpetition Indebtedness, but such receipt shall not be considered a payment on account unless such wire transfer or electronic funds transfer is of immediately available federal funds and is made to the appropriate deposit account of Citizens Bank or unless and until such check or other item of payment is honored when presented for payment. For the purpose of calculating interest, the receipt by Citizens Bank of any wire transfer or electronic funds transfer shall be deemed to have been received by Citizens Bank on the day of receipt if received by 4:00 p.m. Eastern (if received after 4:00 p.m. Eastern, the funds will be treated as having been received the next day). Any check or other item of payment other than wire transfer or electronic funds transfer of funds shall be deemed to have been received by Citizens Bank as of the opening of business on the second business day following receipt if received by 4:00 p.m. Eastern (if received after 4:00 p.m. Eastern, the funds will be treated as having been received the third business day following receipt). In the event any check or other item of payment is not honored when presented for payment, Debtors shall be deemed not to have made or received such payment.
- b. To ensure the timely payment of amounts owing by Debtors to Citizens Bank under this Order, Citizens Bank will advance for the account of Debtors an amount each month sufficient to pay interest accrued on the principal amount of the Postpetition Indebtedness during the immediately preceding month and amounts from time to time sufficient to pay all Loan Fees and Citizens Bank Expenses owing by Debtors under this Order. All such advances will be treated as Postpetition Loans.

18. Debtors shall maintain adequate fire and extended coverage and liability insurance covering all of its present and future real and personal property, including the Collateral, with lender's loss payable and noncontributory mortgagee clauses in Citizens Bank's

and the Prepetition Lenders' favor to the extent they have liens or other interests requiring insurance in the Collateral, protecting such interests as they may appear. Such insurance must be in such form, with such companies, and in such amounts as is acceptable to Citizens Bank and the Prepetition Lenders, insuring against liability for damage to persons or property, and must provide for thirty (30) days prior written notice to Citizens Bank and the Prepetition Lenders of cancellation or material alteration. Debtors must provide Citizens Bank and the Prepetition Lenders with evidence of such policies, as soon as practicable following execution of this Order, showing that Citizens Bank's and the Prepetition Lenders' interests have properly been endorsed on the applicable policy. Citizens Bank or the Prepetition Lenders may, in their reasonable discretion, on thirty (30) days written notice to Debtors, require Debtors to obtain additional or different insurance coverage as Citizens Bank or the Prepetition Lenders may reasonably request, provided however that such requests shall be limited to Collateral in which the requesting lender has an interest.

19. Citizens Bank, the Lessor and the Real Estate Lender, through any of their employees or agents, shall have the right at any time or times upon reasonable notice to the Debtors and during Debtors' usual business hours, or during the usual business hours of any third party having control over any of Debtors' records, to inspect such records in order to verify the amount or condition of, or any other matter relating to, the Collateral (but only to the extent of their Collateral) or Debtors' financial condition. Citizens Bank, the Lessor and the Real Estate Lender also shall have the right at any time or times upon reasonable notice to the Debtors and during Debtors' usual business hours to inspect and examine inventory (in the case of Citizens Bank) and the equipment and the real estate (in the case of all of them) and to check and test the same as to quality, quantity, value and condition. Notwithstanding anything herein to the contrary, Citizens Bank's, the Lessor and the Real Estate Lender's actions under this paragraph

shall not unreasonably interfere with Debtors' business operations; provided, however, if an Event of Default has occurred and is continuing or if Citizens Bank reasonably believes that an Event of Default has occurred and is continuing and gives notice to Debtors and their counsel of such specific Event of Default, Citizens Bank, the Lessor and the Real Estate Lender (but only to the extent of their Collateral and to the extent that the actions of Citizens Bank in light of the Event of Default affects their Collateral) may conduct any of the inspections referenced in this paragraph at any time without regard to Debtors' or any third party's usual business hours.

20. Debtors shall indemnify and hold Citizens Bank harmless from and against any claims or causes of action asserted by any third parties related to the Postpetition Loans and Citizens Bank's financing under the terms of this Order; provided, however the foregoing shall not apply to any claims or causes of action based upon Citizens Bank's gross negligence, willful misconduct, breach of an enforceable contractual obligation or breach of a court order by Citizens Bank.

21. Payments with respect to Tooling shall be made in accordance with the terms of the Accommodation Agreement. The automatic stay imposed pursuant to 11 U.S.C. § 362(a) is hereby lifted to the extent to permit the Accommodating Customers to exercise rights and remedies set forth in the Accommodation Agreement, including canceling or terminating purchase orders and taking possession of Customer Tooling (as defined in the Accommodation Agreement).

PROVISIONS REGARDING CIT GROUP LENDERS

22. The following amounts shall be paid by the Debtors to—~~provided~~ provide certain protection of the interest of the Prepetition Lenders in the Prepetition Collateral, and this Court finds such protection constitutes adequate protection under the Code:

- a. On the date of the first advance under the Citizens Credit Facility, the Debtors shall pay to the Agent the amount of ~~\$12,221,000~~ 13,651,819.48 (calculated as ~~\$17,231,000~~ 17,230,720.14 principal balance under Revolving Credit Agreement on Petition Date minus ~~\$6,023,000~~ 4,814,315.69 payments through March 3, 2008 on prepetition inventory, plus ~~\$228,000~~ 259,943.20 of accrued pre- and post-petition interest, plus an agreed-upon cap of fees and expenses of ~~\$785,000~~ 805,000), representing settlement and payment in full (which is hereby acknowledged by the Agent and the Prepetition Lenders) of all obligations (whether or not incurred, actual or contingent, or otherwise) owing by Debtors with respect to the Revolving Credit Agreement. Upon receipt of such amount, the ~~Prepetition Lenders~~ (which are Lasalle and CIT Group/Business Credit Inc. and Agent) shall have no further liens, security interests or other rights in the Revolving Loan First Lien Collateral (excluding the Lease Agreement First Lien Collateral) with respect to all obligations (including without limitation fees and expenses) under the Revolving Credit Agreement, and all present or future claims therefor shall be deemed satisfied in full by payment of such amount.
- b. Subject to any ~~obligation to disgorge such payment if and to the extent such payment or any of the liens or security interests in the Prepetition Collateral are disallowed or avoided on the basis of the validity, priority or perfection of such liens, prior or pursuant to entry of a final order of a court of competent jurisdiction~~ the obligation to disgorge, which must be asserted by Debtors within 2 business days of this Order, based upon a claim that the Lessor does not have a ^{particular lien} valid interest in the Revolving First Lien Collateral solely on the claim that the documents with respect to the Lease do not provide that the Prepetition Current Asset Collateral secures the Lease, as determined by a final order, on the date of the first advance under the Citizens Credit Facility, the Debtors shall pay \$2,500,000 into a mutually acceptable escrow account (the "Escrow Account") at one of the CIT Group Lenders, for the benefit of the CIT Group Lenders (other than the Real Estate Lender) in full payment of their liens and security interests in the Revolving Loan First Lien Collateral (other than the liens of the Lessor in the Equipment) and the proceeds thereof, which liens and security interests are transferred to the funds in the Escrow Account. Subject to the obligation to disgorge, ^{as set forth above} ~~which must be asserted by Debtors within 2 business days of this Order, based upon a claim that the Lessor does not have a valid interest in the Revolving First Lien Collateral solely~~

~~on the claim that the documents with respect to the Lease do not provide that the Prepetition Current Asset Collateral secures the Lease, as determined by a final order;~~ the Lessor shall have a perfected and unavoidable first perfected security interest in the Escrow Account. Upon receipt of such amount and the amount required to be paid under subparagraph (a) immediately above, the ~~Prepetition~~ Lenders shall have no further liens, security interests or other rights in the Revolving Loan First Lien Collateral. Further payment or release of such escrow amount shall be subject to final order of a court of competent jurisdiction, but in no event shall such amount be released in whole or in part without the Lessor's and the ~~Term Loan Lenders'~~ written consent while any amounts remain unpaid with respect to the Lease. In all cases, any amounts from the Escrow Account that must be paid back to the Debtors will be subject to Citizens Bank's lien.

- c. Subject to any obligation to disgorge such payment if and to the extent any of the liens or security interests of Lessor in the Lease Agreement First Lien Collateral are ~~avoided because they are~~ determined to be unperfected pursuant to entry of a final order of a court of competent jurisdiction, during the period ~~between entry of this interim order and~~ from the Petition Date to the hearing on the Final Order, with respect to the Lease Agreement, the lessee shall pay all amounts due under the Lease Agreement (including insurance proceeds). The CIT Group Lenders reserve all defenses and objections to any motion by the Lessor to reject the Lease Agreement, including whether the Lease Agreement is subject to rejection, and all rights to seek relief from the stay.
- d. Subject to any obligation to disgorge such payment if and to the extent any of the liens or security interests of the Real Estate Lender in the real estate securing the CIT Capital Loan are ~~avoided~~ determined to be unperfected pursuant to entry of a final order of a court of competent jurisdiction, during the period ~~between entry of this interim order~~ the Petition Date and the hearing on the Final Order, with respect to the CIT Capital Loan, Blue Water Properties shall pay when due all payments due under the CIT Capital Loan (including insurance proceeds).
- e. Nothing in this Order (i) validates, allows for, or provides a basis for any of Debtor's customers to claim any setoffs, recoupments, or other deductions taken or to be taken or (ii) prejudices any of Debtors' customers' claims with respect to any setoffs, recoupments, or other deductions taken or to be taken.
- f. Nothing in this Order shall prejudice any of the rights and remedies of the Lessor under the Lease Agreement or the Real Estate Lender under the CIT Capital Loan except to the extent of the payments made hereunder.

23. Unless all obligations owing to the Citizens Bank under the Credit Facility have been paid in full, or all material assets of Debtors shall have been liquidated and the proceeds thereof distributed in accordance with the priorities established in this Order and the Code, Debtors shall not seek, and it shall constitute an Event of Default under this Order if Debtors seek, or if there is entered, an order dismissing the Case. If an order dismissing the Case under § 1112 of the Code or otherwise is at any time entered, such order shall provide (in accordance with §§ 105 and 349 of the Code) that (a) the liens, mortgages and claims of Citizens Bank shall continue in full force and effect and Citizens Bank shall maintain its priority as provided in this Order until all obligations in respect thereof shall have been paid and satisfied in full (and that such claims and liens shall, notwithstanding such dismissal, remain binding on all parties in interests) and (b) this Court shall retain jurisdiction to the extent permitted by law, notwithstanding such dismissal, for the limited purpose of validating the priority of the liens, mortgages and claims of Citizens Bank referred to in clause (a) above.

RELEASES

24. For other good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors shall be deemed to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities whatsoever that are property of any of the Debtors' estates in connection with or related to the Debtors, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are based in whole or part on any act, omission, transaction, event or other occurrence taking place on or prior to the entry of this Order (collectively, the "Claims"), and that may be asserted by or on behalf of the Debtors or their estates, against the Agent, the Lenders and LaSalle, or any of their directors, officers, employees, agents and professionals

(acting in such capacities), in connection with or related to the Revolving Credit Agreement, or the Revolving Loan First Lien Collateral and with respect to the rights of the Lessor in the Escrow Agreement *except for the right of disposition in 22(b)*

25. For other good and valuable consideration, the adequacy of which is hereby confirmed, the Lenders, Agent and LaSalle shall be deemed to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities whatsoever that are property of any of the Debtors' estates in connection with or related to the Revolving Credit Agreement or the Revolving Loan First Lien Collateral, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are based in whole or part on any act, omission, transaction, event or other occurrence taking place on or prior to the entry of this Order with respect to the Revolving Credit Agreement or the Revolving Loan First Lien Collateral, including without limitation their release of the Revolving Loan First Lien Collateral pursuant to this Order, and that may be asserted by or on behalf of the ~~Prepetition~~ Lenders, Agent and LaSalle or any of them, against the Debtors or any of them with respect to the Revolving Credit Agreement and the Revolving Loan First Lien Collateral or any or of their directors, officers, employees, agents and professionals (acting in such capacities). Notwithstanding any other term or condition of this Order, nothing in this Order releases any of the liens of the Lessor in the Lease Agreement First Lien Collateral (other than ^{all of} the Revolving Loan First Lien Collateral ^{other than Equipment}) or Lessor's liens in the Escrow Account.

DEFAULT AND REMEDIES

26. The following shall constitute events of default under this Order (collectively, "Events of Default" and individually, an "Event of Default"):

- a. Debtors materially breach any of the terms and conditions or covenants of this Order or fail to pay any obligation, including, but not limited to, principal and interest on the Postpetition Loans within 3 days of the date due;
- b. If any written representation or warranty made by any Debtor after entry of this Order or any certificate, report or financial statement delivered to Citizens Bank by any Debtor pursuant to this Order proves to have been false in any material respect as of the time when made or given;
- c. If any Debtor's Chapter 11 case is converted to a case under Chapter 7 of the Code;
- d. If a Chapter 11 trustee is appointed in respect of any Debtor;
- e. If any modification is made to this Order which materially affects Citizens Bank's rights or remedies without the consent of Citizens Bank;
- f. If Debtors materially default on their obligations to Citizens Bank under this Order or with respect to any post-Petition Date obligations to any other person and such default is not cured within 7 days after the Debtors receive written notice of the default;
- g. If Debtors or any third parties obtain confirmation of a plan of reorganization or liquidation on terms which alter the terms of this Order in any materially adverse manner to Citizens Bank or do not provide for payment in full of all Postpetition Indebtedness on the effective date of confirmation of such plan;
- h. Excluding the Existing Liens and Permitted Liens, if any third party is granted a senior or pari passu security interest in any of the Collateral without Citizens Bank's prior, written consent;
- i. Any representation, warranty or statement made by any Debtor hereunder, in any borrowing base certificate, any other certificate, statement or document delivered pursuant to the terms hereof, or in connection with the transactions contemplated by this Order should at any time be false or misleading in any material respect as of the time when made or given; or
- j. The automatic stay is lifted to allow any creditor holding a lien on or lease of a material portion of the Debtors' assets to enforce its liens or rights if the applicable assets are reasonably necessary for the Debtor to continue in operation.

27. Upon the occurrence of an Event of Default and Citizens Bank providing at least three business days prior written notice to the Debtors, the Agent, the U.S. Trustee and the committee of unsecured creditors, and their counsel (which specifically identifies such default

and the date of occurrence), Citizens Bank shall have the right to declare all Postpetition Indebtedness immediately due and payable. Except where Debtors files a Default Motion (defined below), upon five (5) days written notice to Debtors, Agent, the Accommodating Customers and their respective legal counsel after an Event of Default, Citizens Bank shall be permitted to exercise all rights and remedies of a secured creditor without further order of the Court, subject to the rights and remedies of the parties to the Access Agreement. If, after receipt of written notice of an Event of Default from Citizens Bank, Debtors or an Accommodating Customer believe an Event of Default has not occurred, Debtors or an Accommodating Customer, as the case may be, shall have the right to file a motion for a determination thereof, which motion Debtors must move this Court to hear on an expedited basis on written notice to Citizens Bank (a "Default Motion"). At any hearing on a Default Motion, the sole issue to be litigated will be whether or not an Event of Default has occurred, and the party(ies) opposing Citizens Bank shall bear the ultimate burden of proof.

28. Citizens Bank and its agents and employees shall be permitted reasonable access to Debtors' premises and books and records at all or any times upon reasonable notice to the Debtor and during normal and customary working hours for the purpose of monitoring Debtors' compliance with the terms and conditions of this Order, provided that such access shall not unreasonably interfere with the operation of Debtors' business.

GENERAL PROVISIONS

29. The provisions of this Order shall be binding upon and inure to the benefit of Debtors, Citizens Bank, the Prepetition Lenders, and their respective successors and assigns (including any trustee hereafter appointed or elected as a representative of Debtors' estates, whether in this bankruptcy case or in any subsequent case under Chapter 7 of the Code). The priorities, liens, mortgages and security interests provided for under this Order shall continue in

this or any superseding cases under the Code, and such liens, mortgages and security interests shall maintain their priority as provided by this Order until satisfied and discharged.

30. By virtue of providing the financing called for by this Order, Citizens Bank (and its agents and consultants) shall not be deemed to be, for any purpose, the owner or operator of the Collateral or Debtors' premises or a successor to any Debtor or an employer of any Debtor's employees, and shall not be liable for any of any Debtor's prepetition obligations or indebtedness by reason of being deemed the owner, operator or successor to any Debtor.

31. Citizens Bank and the collateral securing the Postpetition Loans and related obligations (collectively, the "Postpetition Indebtedness") shall be exempt from and not be subject to any surcharges, excises, liens or charges of any nature or type pursuant to §§364, 506(c) and 510 of the Code in this Chapter 11 proceeding or in any subsequent Chapter 7 proceeding, including, without limitation, expenses of administration or liquidation except as expressly provided below. Further, Citizens Bank does not consent to a surcharge under § 506(c) of the Code. Notwithstanding the foregoing, Citizens Bank consents to a surcharge of its collateral (in which Citizens Bank has a first priority lien, mortgage or security interest) under § 506(c) of the Code for U.S. Trustee quarterly fees during periods Citizens Bank is making the Postpetition Loans. Except as provided in this paragraph and paragraph 6 of this Order, Citizens Bank shall have no obligation to fund any other professional fees or administrative expenses, whether by surcharge or otherwise.

32. In order to effectuate the terms of this Order, Citizens Bank and the Prepetition Lenders will be allowed to directly contact Debtors at any time reasonable under the particular circumstances at the time. Any such contacts shall not be construed to be violative of the automatic stay provided by § 362 of the Code.

33. Debtors shall give notice to Citizens Bank and the Prepetition Lenders of all motions, requests, applications, proposed orders and orders entered relating to this Chapter 11 case and any proceedings in connection with said case. Further, Debtors shall provide Citizens Bank and the Prepetition Lenders with copies of all reports, statements, schedules, motions, pleadings and other papers filed with or submitted by Debtor. Distribution through an electronic document service shall be acceptable notice for purposes of this paragraph.

34. No modification, amendment or appeal reversing any provision of this Order shall affect any other provision thereof. The protection of § 364(e) of the Code shall apply to the Postpetition Indebtedness and the security interests, liens and mortgages granted to Citizens Bank hereunder to the fullest extent possible, and to the releases contained therein to some or all of the CIT Group Lenders.

35. No delay on the part of Citizens Bank or any of the Prepetition Lenders in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power and privilege hereunder preclude other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies hereunder specified are cumulative and not exclusive of any rights or remedies which, Citizens Bank, the Prepetition Lenders, or Debtors may otherwise have.

36. If any or all of the provisions of this Order are hereafter modified, vacated, stayed or terminated by subsequent order of this Court or any other court, such modification, vacation or stay shall not affect (a) the validity of any debt under this Order to Citizens Bank that was incurred pursuant to this Order prior to the effective date of such modification, vacation, stay or termination, or (b) the extent, validity, priority and enforceability of any lien or security interest of Citizens Bank granted pursuant to this Order. Notwithstanding such modification, vacation, stay or termination, any obligations of Debtor pursuant to this Order arising prior to the effective

date of such modification, vacation, stay or termination shall be governed in all respects by the original provisions of this Order. Citizens Bank shall be entitled to all of its rights, privileges and benefits hereunder and thereunder including, without limitation, the liens, security interests, priorities and collection rights granted herein to or for the benefit of Citizens Bank with respect to all borrowings and advances made pursuant to this Order.

37. Any finding of fact set forth in this Order that is a conclusion of law shall be deemed to be a conclusion of law incorporated by reference in these conclusions of law as though fully set forth herein.

38. Notice shall be given by Debtors (no later than one (1) business day after the date of this Order) to all creditors and interested parties entitled to receive notice pursuant to FED. R. BANKR. P. 4001(d) that this Order has been entered. Pending a final hearing, Debtors may borrow from Citizens Bank under the terms and conditions stated herein. Any objections to entry of this Order as a final order must be filed with the Court and served upon and received by counsel for Debtors, the initial Accommodating Customers and Citizens Bank (at the addresses set forth below) no later than 5:00 p.m. on March 28, 2008. Any objections must be served on: (i) the Debtors, through their counsel, Foley & Lardner LLP, One Detroit Center, 500 Woodward Avenue, Suite 2700, Detroit, Michigan 48226 (attention: Judy A. O'Neill, Esq. and John A. Simon, Esq.); (ii) Ford Motor Company, through its counsel, Miller Canfield Paddock & Stone P.L.C., 150 West Jefferson, Detroit, Michigan 48226 (attention: Timothy A. Fusco, Esq. and Eric D. Carlson, Esq.); (iii) General Motors Corporation, through its counsel, Honigman Miller Schwartz & Cohn LLP, 2290 First National Building, 660 Woodward Avenue, Detroit, Michigan 48226 (attention: Robert B. Weiss, Esq. and Aaron M. Silver, Esq.); (iv) Chrysler LLC, through its counsel, Dickinson Wright PLLC, 500 Woodward Avenue, Suite 4000, Detroit, Michigan 48226 (attention: Kristi A. Katsma, Esq.); (v) Citizens Bank, through its counsel,

Honigman Miller Schwartz & Cohn LLP, 2290 First National Building, 660 Woodward Avenue, Detroit, Michigan 48226 (attention: Donald F. Baty, Esq.); (vi) the CIT Group Lenders, through their counsel, Dickinson Wright PLLC, 500 Woodward Avenue, Suite 4000, Detroit, Michigan 48226 (attention: Theodore B. Sylwestrzak); (vii) the Committee, through its counsel Schaefer & Wiener, PLLC, 40950 Woodward Avenue, Suite 100, Bloomfield Hills, MI 48304 (attention: Michael Baum); and (viii) the Term Lenders, through their counsel, Paul Weiss Rifkind Wharton & Garrison, 1285 Avenue of the Americas, New York, NY 10019 (attention: Kelly Cornish) . If a timely objection is filed and served as provided above, a hearing will be held on March ~~2008~~, 31, 2008 at 9:00 a.m., at which time the objector(s) shall be given an opportunity to show cause why this Order should not be a final order of this Court. If no such timely objection is filed and served or if the objection is timely filed and served, but overruled by the Court, this Order shall become final without any further action by this Court (the "Final Order"). Notwithstanding the outcome of the final hearing on this Order, Citizens Bank shall be entitled to the liens, priorities and other rights provided in this Order to protect Citizens Bank to the extent of any Postpetition Indebtedness incurred on or after entry of this Order.


UNITED STATES BANKRUPTCY JUDGE