

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:)	
	)	Chapter 11
NOBLE INTERNATIONAL, LTD., et al.	)	Case No. 09-51720-MBM
)	
Debtors.	)	(Jointly Administered)

MOTION OF THE DEBTORS FOR (A) AN ORDER (I) APPROVING BIDDING PROCEDURES FOR THE SALE, IN WHOLE OR IN PART, OF THE DEBTORS' ASSETS ASSOCIATED WITH BUSINESSES CONSISTING OF DESIGNING, ENGINEERING, MANUFACTURING AND SELLING ROLL FORMED AND HOT FORMED PRODUCTS AND ANY OTHER BUSINESS CONDUCTED AT OR FROM THE DEBTORS' OPERATIONS IN SPRING LAKE, MICHIGAN, (II) APPROVING THE FORM AND MANNER OF NOTICE OF THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (III) APPROVING THE FORM AND MANNER OF NOTICE OF THE BIDDING PROCEDURES HEARING, THE AUCTION AND THE SALE HEARING AND (IV) SCHEDULING AN AUCTION AND THE SALE HEARING; AND (B) AN ORDER AUTHORIZING (I) THE SALE OF SUCH ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES EXCEPT FOR ASSUMED LIABILITIES AND (II) THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

The above-captioned debtors (collectively, the “Debtors”),¹ by their counsel, Harrington Dragich PLLC, hereby file this motion (the “Motion”) pursuant to sections 105(a), 363(b) and 365 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002, 6004, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”),

¹ The Debtors in these cases include Noble International, Ltd., Case No. 09-51720; Noble Advanced Technologies, Inc., Case No. 09-51730; Noble Land Holdings, Inc., Case No. 09-51732; Noble Manufacturing Group, Inc., Case No. 09-51734; Noble Metal Processing – Kentucky, G.P., Case No. 09-51735; Noble Metal Processing, Inc., Case No. 09-51737; Noble Metal Processing – Indiana, Inc., Case No. 09-51738; Noble Metal Processing – New York, Inc., Case No. 09-51741; Noble Metal Processing – Ohio, LLC, Case No. 09-51742; Noble Metal Processing – West Michigan, Inc., Case No. 09-51744; Noble Swiss Holdings, LLC, Case No. 09-51745; Noble TSA, LLC, Case No. 09-51746; Noble Tube Technologies, LLC, Case No. 09-51748; Prototech Laser Welding, Inc. (d/b/a LWI Laser Welding International), Case No. 09-51751; and Tailor Steel America, LLC, Case No. 09-51752.

for the entry of an order attached hereto as **Exhibit A** (the “Bidding Procedures Order”):

(a) (i) authorizing and approving the procedures that are attached hereto as Annex 1 to **Exhibit A** (the “Bidding Procedures”) for the sale, in whole or part, of the Debtors’ assets associated with the Debtors’ businesses consisting of designing, engineering, manufacturing and selling roll formed and hot formed products and any other business of any Debtor conducted at or from the Debtors’ properties in Spring Lake, Michigan (the “Assets”), (ii) approving the form and manner of notice of the assumption and assignment of executory contracts and unexpired leases, substantially in the form of **Exhibit C** (the “Assumption and Assignment Notice”); (iii) approving the form and manner of notice of the Auction and the Sale Hearing (as such capitalized terms are each defined below), substantially in the form of **Exhibit D** (the “Sale Process Notice” and, together with the Assumption and Assignment Notice, the “Notices”), and (iv) scheduling an auction (the “Auction”) and a final sale hearing (the “Sale Hearing”) in connection with the sale of the Assets pursuant to the Bidding Procedures.

The Debtors also hereby move the Court, pursuant to sections 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014, for entry of an order attached hereto as **Exhibit B** (the “Sale Order”):

(a) authorizing the sale of the Assets free and clear of liens, claims and encumbrances except for certain assumed liabilities; and

(b) the assumption and assignment of executory contracts and unexpired leases, as applicable.

In support of this Motion, the Debtors respectfully state as follows:

Background

A. The Chapter 11 Filings

1. On April 15, 2009 (the “Petition Date”), the Debtors filed voluntary

petitions in this Court for relief under chapter 11 of the Bankruptcy Code.

2. The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

3. This Court has ordered joint administration of the Debtors' chapter 11 cases.

4. No trustee or examiner has been appointed in the Debtors' chapter 11 cases. The U.S. Trustee appointed an official committee for unsecured creditors (the "Committee") on April 23, 2009.

5. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

6. The statutory predicates for the relief requested herein are sections 105(a), 363(b) and 365 of the Bankruptcy Code.

REQUESTED RELIEF

The Proposed Sale

7. Prior to the Petition Date, the Debtors began a process of exploring strategic alternatives, including a potential sale or restructuring of the Debtors' businesses. The Debtors, in consultation with their financial advisors, their other professionals, and other interested parties, considered a number of potential sales and restructuring alternatives in order to develop a plan that would maximize value for their creditors and to ensure the long-term survival of their businesses. Due to liquidity concerns and in an effort to maximize the value of the Debtors' estates, the Debtors have determined, after the exercise of due diligence and in consultation with their advisors, and in the exercise of the Debtors' sound business judgment, to

conduct an auction for the sale of the Assets. The Debtors have determined that subjecting the Assets to a Court-approved, open auction process pursuant to section 363 of the Bankruptcy Code (the “Proposed Sale”), affords them the best opportunity to maximize value for their creditors.

8. In order to maximize the Assets for the benefit of the Debtors’ estates and creditors, the Debtors, in consultation with their professionals, have determined that it is in the best interests of their estates at this time to commence the formal solicitation of bids for the sale of the Assets as a going concern or as stand-alone assets. In contemplation of Court approval of the proposed Bidding Procedures, the Debtors, through their professionals, have actively marketed the Assets. The Debtors have received several expressions of interest to purchase all or some of the Assets. Nevertheless, the Debtors intend to aggressively solicit additional potential purchasers in accordance with the Bidding Procedures. The Debtors intend to execute their plan of pursuing the sale of the Assets and/or other strategic transactions as promptly as practicable, in accordance with the applicable provisions of the Bankruptcy Code, in a manner that will afford all of the Debtors’ economic stakeholders an opportunity to participate in the process and otherwise to maximize the value of the Assets for all creditors.

9. Although the Debtors will consider all bids submitted in accordance with the Bidding Procedures, they will favor bids that maximize the value of their estates. Subject to the entry and terms and conditions of an order approving this Motion, the Debtors propose to sell, assign and transfer title to the Assets free and clear of encumbrances, with such encumbrances to attach to the net proceeds of the Proposed Sale, if any.

Summary of Proposed Bidding Procedures

10. The Debtors are requesting that the Court approve the Bidding Procedures

for the sale of the Assets with the Sale Hearing to occur on June 23, 2009. The following is a summary of the proposed Bidding Procedures.

I. The Sale Hearing

The Debtor will seek the entry of an order from the Bankruptcy Court at a hearing to be held on June 23, 2009 at 10:30 a.m. Eastern Time (the “Sale Hearing”) approving and authorizing the sale of the Assets to any Successful Bidder (as defined below) as determined in accordance with the Bidding Procedures.

II. Participation Requirements

Unless otherwise ordered by the Bankruptcy Court for cause shown, to participate in the Bidding Process (as defined below), each person or entity must deliver to the Debtors the following materials:

- (a) An executed confidentiality agreement in form and substance satisfactory to the Debtors;
- (b) A statement demonstrating to the Debtors' satisfaction a *bona fide* interest in purchasing, and the financial ability to purchase, the Assets; and
- (c) An asset purchase agreement delivered to the Debtors' counsel, Foley & Lardner LLP, One Detroit Center, 500 Woodward Ave., Suite 2700, Detroit, MI 48226-3489 (Attn: Daljit S. Doogal) Email: ddoogal@foley.com, by 5:00 p.m. on June 19, 2009, together with a copy thereof marked to show changes from the form asset purchase agreement located in the Debtors' “data room” or as otherwise available from the Debtors' counsel, for the purchase of any or all of the Assets.

Each person or entity that delivers such materials to the Debtors in a form reasonably acceptable to the Debtors is hereinafter referred to as a “Potential Bidder.”

After a Potential Bidder delivers all of the materials required by subparagraphs (a)-(c) above, the Debtors shall deliver (unless previously delivered) to each Potential Bidder certain designated information and financial data in respect of the Assets.

III. Bid Requirements

All bids must include:

- A. an offer to acquire substantially all of the Assets or any portion thereof; and
- B. an agreement that the Potential Bidder's offer is binding and irrevocable until the later of (i) June 23, 2009 or (ii) the completion of the Sale Hearing and entry of an order approving the sale.

The Debtors may value a bid based upon any and all factors that the Debtors deem pertinent, including, among others: (a) the amount of the bid; (b) the risks and timing associated with consummating a transaction with the Potential Bidder; (c) any excluded assets or executory contracts and leases; and (d) any other factors that the Debtors may deem relevant in consultation with the Official Committee of Unsecured Creditors (the “Committee”) and the Customers. The Debtors, in their business judgment, and in consultation with the Committee and the Customers, reserve the right to reject any bid.

IV. Auction Participation

Only Potential Bidders may participate in the Auction.

V. Auction

The Debtors will conduct an auction (the “Auction”). The Auction shall take place at 10:00 a.m. (Eastern Time) on June 22, 2009 at the offices of counsel to the Debtors, Foley & Lardner LLP, One Detroit Center, 500 Woodward Ave., Suite 2700, Detroit, MI 48226-3489, or such other time or such other place as the Debtors shall designate in a subsequent notice to all interested parties. Representatives of the Committee and the Customers and any other parties the Debtors deem appropriate shall be able to attend and observe the Auction.

The Auction will be conducted openly and will be transcribed or videotaped, at the Debtors’ option.

Immediately prior to the conclusion of the Auction, the Debtors, in consultation with the Committee, will: (a) review each bid made at the Auction on the basis of financial and contractual terms and such factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the sale of the Assets; (b) determine the transaction or transactions representing the highest or best value for the Assets at the Auction, if any (each, a “Successful Bid”); and (c) notify all Potential Bidders at the Auction, prior to its conclusion, of the name(s) of the person(s) or entity(ies) making the Successful Bid (each, a “Successful Bidder”).

All bidders at the Auction shall be deemed to have consented to the core jurisdiction of the Court and waived any right to jury trial in connection with any disputes relating to the Auction and the sale of the Assets.

VI. Acceptance of Bids

Notwithstanding anything to the contrary contained herein (including the provisions of Section V above), the Debtors may reject at any time before entry of the Sale Order any bid that, in the Debtors’ reasonable judgment, is (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bankruptcy Code or the Bidding Procedures or (c) contrary to the best interests of the Debtors and their estates, in the exercise of their business judgment.

The Debtors’ presentation to the Bankruptcy Court for approval of any bid as a Successful Bid does not constitute the Debtors’ acceptance of the bid. The Debtors will have accepted a bid only when such bid has been approved by the Bankruptcy Court at the Sale

Hearing.

VII. No Fees for Potential Bidders or Qualified Bidders

Bidders will not be allowed any breakup, termination or similar fee or expense reimbursement. Moreover, the tendering of a bid does not entitle the bidder to any breakup, termination or similar fee or expense reimbursement and all Potential Bidders waive any right to seek a claim for substantial contribution.

Proposed Sale Process Notice

11. Pursuant to Bankruptcy Rule 2002(c), such notice must include the date, time, and place of the Auction and the Sale Hearing, and the deadline for filing any objections to the Proposed Sale. The Debtors propose that the deadline for objecting to approval of the Proposed Sale shall be **4:00 p.m. (Eastern Time) on June 19, 2009**.

12. Not later than **June 8, 2009**, the Debtors will cause the Sale Process Notice, in a form substantially similar to the form attached hereto as **Exhibit D**, to be sent by first-class mail, postage-prepaid, to (i) all entities that claim any interest in or lien on the Assets; (ii) all parties to the Debtors' executory contracts and unexpired leases that may potentially be assumed and assigned in connection with the Proposed Sale (the "**Assumed and Assigned Agreements**"); (iii) the Debtors' thirty largest unsecured creditors, as identified in the Debtors' chapter 11 petitions, (iv) all entities that have requested service in these chapter 11 cases; (v) all governmental taxing authorities that have, or as a result of the sale of the Assets may have, claims, contingent or otherwise, against the Debtors; (vi) all creditors (whether liquidated, contingent or unmatured) of the Debtors; (vii) all interested governmental, pension, and environmental entities; (viii) the Office of the United States Trustee; and (ix) all entities that have, within the past 12 months, expressed to the Debtors an interest in purchasing the Assets. The Sale Process Notice shall indicate that this Motion can be obtained from counsel for the Debtors. Further, within two business days after entry of the Bidding Procedures Order, or as

soon as practicable thereafter, the Debtors will place a publication version of the Sale Process Notice for one day in the *Detroit Free Press* and the national edition of *The Wall Street Journal*.

13. The Sale Process Notice will include, among other things, the date, time and place of the Auction and the Sale Hearing and the proposed deadline for filing any objections to the Proposed Sale, and, will therefore, comply with Bankruptcy Rule 2002(c). The Debtors submit that the methods of notice described herein constitute good and adequate notice of the Proposed Sale of the Assets. Therefore, the Debtors respectfully request that this Court approve the notice procedures proposed above.

Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases

14. Additionally, the Debtors, as part of the Proposed Sale, may be required by a bidder to assume and assign certain executory contracts and unexpired leases. As soon as practicable, but no later than June 12, 2009, the Debtors will file a schedule of cure obligations (the "Cure Schedule") for potentially Assumed and Assigned Agreements. The Cure Schedule will include a description of each Assumed and Assigned Agreement potentially to be assumed and assigned under an asset purchase agreement with the Successful Bidder and the amount, if any, the Debtors believe is necessary to cure the Assumed and Assigned pursuant to section 365 of the Bankruptcy Code (the "Cure Costs"). A copy of the Cure Schedule, together with the Assumption and Assignment Notice, substantially in the form of **Exhibit C**, will be served on each of the non-debtor parties listed on the Cure Schedule by first class mail on the date that the Cure Schedule is filed with the Court. Any objections to the assumption and assignment of any executory contract or unexpired lease identified on the Cure Schedule, including, but not limited to, objections relating to adequate assurance of future performance or to the Cure Costs set forth on such schedule, must be in writing, filed with the Court, and be actually received on or before

June 19, 2009 at 4:00 p.m. (Prevailing Eastern Time) by (a) Noble International, Ltd., 840 W. Long Lake Road, Suite 601, Troy, MI 48098 (Attn: Richard McCracken) Email: richard.mccracken@gmail.com; (b) Foley & Lardner LLP, One Detroit Center, 500 Woodward Ave., Suite 2700, Detroit, MI 48226-3489 (Attn: Daljit S. Doogal) Email: ddoogal@foley.com; (c) Harrington Dragich PLLC, 21043 Mack Avenue, Grosse Pointe Woods, MI 48236 (Attn: David G. Dragich) Email: ddragich@harringtondragich.com; and (d) Jaffe Raitt Heuer & Weiss PC, 27777 Franklin Rd Ste 2500, Southfield, MI 48034 (Attn: Jay L. Welford) Email: jwelford@jaffelaw.com (collectively, the “Notice Parties”). Any objection to the Cure Costs shall set forth the specific default or defaults in any Assumed and Assigned Agreements and set forth the specific monetary amount that differs from the amount (if any) specified by the Debtors in the Cure Schedule.

15. If no objections are received, then the Cure Costs set forth in the Cure Schedule will be binding upon the non-debtor parties to the Assumed and Assigned Agreements for all purposes in these chapter 11 cases and otherwise, and will constitute a final determination of the total Cure Costs required to be paid by the Debtors in connection with the assumption and assignment of the Assumed and Assigned Agreements. In addition, all counterparties to the Assumed and Assigned Agreements will (a) be forever barred from objecting to the Cure Costs and from asserting any additional cure or other amounts with respect to the Assumed and Assigned Agreements, and the Debtors and the Successful Bidder will be entitled to rely solely upon the Cure Costs set forth in the Cure Schedule, (b) be deemed to have consented to the assumption and assignment, and (c) be forever barred and estopped from asserting or claiming against the Debtors or the Successful Bidder that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under such Assumed and Assigned

Agreements or that there is any objection or defense to the assumption and assignment of such Assumed and Assigned Agreements.

16. Where a non-debtor counterparty to an Assumed and Assigned Agreement files an objection asserting a cure amount higher than the proposed Cure Costs (the “Disputed Cure Costs”), then (a) to the extent that the parties are able to consensually resolve the Disputed Cure Costs prior to the Sale Hearing, and subject to the Successful Bidder’s consent to such resolution, the Debtors shall promptly provide the Committee and other parties in interest notice and an opportunity to object to such proposed resolution or (b) to the extent the parties are unable to consensually resolve the dispute prior to the Sale Hearing, then the amount to be paid under section 365 of the Bankruptcy Code with respect to such Disputed Cure Costs will be determined at the Sale Hearing. All other objections to the proposed assumption and assignment of an Assumed and Assigned Agreement will be heard at the Sale Hearing. The Debtors intend to cooperate with counterparties to Assumed and Assigned Agreements to attempt to reconcile any differences in a particular cure amount.

17. The Debtors shall be relieved of all liability accruing or arising after the assumption and assignment of the Assumed and Assigned Agreements pursuant to section 365(k) of the Bankruptcy Code.

18. The Debtors request that any party failing to object to the proposed transactions be deemed to consent to the treatment of its executory contract and/or unexpired lease under section 365 of the Bankruptcy Code. See Hargrave v. Twp. of Pemberton (In re Tabone, Inc.), 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (by not objecting to sale motion, creditor deemed to consent); Pelican Homestead v. Wooten (In re Gabeel), 61 B.R. 661, 667 (Bankr. W.D. La. 1985) (same). Moreover, the Debtors request that each such party be deemed to

consent to the assumption and assignment of its executory contract and/or unexpired lease notwithstanding any anti-alienation provision or other restriction on assignment. See 11 U.S.C. §§ 365(c)(1)(B), (e)(2)(A)(ii), and (f)..

BASIS FOR RELIEF

A. The Bidding Procedures Are Appropriate and Will Maximize the Value Received for the Assets.

19. Section 105(a) of the Bankruptcy Code provides that the Court “may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). As described above, approval of the Bidding Procedures will greatly assist the Debtors in maximizing the value that they may obtain for the Assets. Consequently, the Debtors respectfully submit that granting the requested relief is “appropriate” under the circumstance.

20. Once the Debtors articulate a valid business justification, “[t]he business judgment rule is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.” In re S.N.A. Nut Company, 186 B.R. 98 (Bankr. N.D. Ill. 1995) (internal quotation, citation omitted); In re Integrated Resources, Inc., 147 B.R. 650, 656 (S.D.N.Y. 1992); In re Johns-Manville Corp., 60 B.R. 612, 615-16 (Bankr. S.D.N.Y. 1986) (“a presumption of reasonableness attaches to a Debtor's management decisions.”).

21. Indeed, when applying the “business judgment” rule, courts show great deference to the debtor's decision-making. See Summit Land Co. v. Allen (In re Summit Land Co.), 13 B.R. 310, 315 (Bankr. D. Utah 1981). Thus, this Court should grant the relief requested in this Motion if the Debtors demonstrate a sound business justification therefor. See Schipper, 933 F.2d at 515; In re Lionel Com., 722 F.2d at 1071; In re Delaware Hudson Ry. Co., 124 B.R.

169 at 179.

22. The Bidding Procedures are designed to encourage competitive bidding in an orderly manner to maximize value for the Debtors' estates for their creditors, customers and employees. The proposed procedures contain terms typical for a process through which a sale of this nature is consummated, and the adoption of the Bidding Procedures represents a sound exercise of the Debtors' business judgment.

23. The Debtors believe it is in the best interests of their estates, creditors, customers and employees to commence an auction process immediately, as the Debtors have limited funding and resources, to try to maximize the value of their assets for all stakeholders. For these reasons, the Debtors have determined, based upon their business judgment, that the best option for maximizing the value of their estates for the benefit of their creditors, customers, employees and other parties in interest is through a sale of the Assets pursuant to the Bidding Procedures.

24. Accordingly, the Debtors request that the Court approve the Bidding Procedures.

B. The Proposed Sale Satisfies the Requirements of Section 363(f) of the Bankruptcy Code

25. The Debtors further submit that it is appropriate to sell the Assets free and clear of liens pursuant to section 363(f) of the Bankruptcy Code, with any such liens attaching to the proceeds of the Proposed Sale of the Assets to the extent applicable.

26. Under section 363(f) of the Bankruptcy Code, a debtor-in-possession may sell all or any part of its property free and clear of any and all liens, claims or interests in such property if (a) such a sale is permitted under applicable non-bankruptcy law; (b) the party asserting such a lien, claim or interest consents to such sale; (c) the interest is a lien and the

purchase price for the property is greater than the aggregate amount of all liens on the property; (d) the interest is the subject of a *bona fide* dispute; or (e) the party asserting the lien, claim or interest could be compelled, in a legal or equitable proceeding, to accept a money satisfaction for such interest. See 11 U.S.C. § 363(f); Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot), 94 B.R. 343, 345 (E.D. Pa. 1988) (noting that section 363(f) is written in the disjunctive; therefore, a court may approve a sale “free and clear” provided at least one of the subsections is met). The Debtors expect that they will satisfy the requirements of section 363(f) of the Bankruptcy Code.

27. Furthermore, courts have held that they have the equitable power to authorize sales free and clear of interests that are not specifically covered by section 363(f). See, e.g., In re Trans World Airlines, Inc., 2001 WL 1820325 at *3, 6 (Bankr. D. Del. March 27, 2001) (explaining that “courts have long had the authority to authorize the sale of estate assets free and clear even in the absence of §363(f)”; Volvo White Truck Corp. v. Chambersburg Beverage, Inc. (In re White Motor Credit Corp.), 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987) (authorizing sale free and clear of tort claims even if such claims are not covered specifically by the provisions of §363(f)). As the Trans World Airlines court explained, “[t]he authority to sell free and clear is broad. It reflects a compelling policy to encourage bankruptcy sales subject only to claims of a specific and recognized nature in the subject property.” Trans World, 2001 WL 1820325, at *3. Thus, even in the case of general unsecured claimants, including tort claimants, who arguably have no specific interest in a debtor’s property (and, therefore, section 363 of the Bankruptcy Code would not be applicable to such claims), courts have held that the authority to conduct sales free and clear of such claims is still within their equitable powers. White Motor Credit., 75 B.R. at 948.

28. A sale of the Assets other than one free and clear of encumbrances would have a material adverse impact on the Debtors' bankruptcy estates and would yield substantially less value for the Debtors' estates with less certainty than the Proposed Sale. The Debtors believe that one or more of the tests of section 363(f) are satisfied with respect to the transfer of the Assets. Any lienholder will be adequately protected by having their liens, if any, attach to the proceeds of the Proposed Sale in the same order of priority, with the same validity, force and effect that such creditor had prior to the Proposed Sale, subject to any claims and defenses the Debtors may possess with respect thereto. Therefore, the Proposed Sale should be approved free and clear of encumbrances, as being in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

C. The Assumption and Assignment of the Assumed Contracts and Assumed Leases Should be Approved.

29. By this Motion, the Debtors also seek an order, pursuant to sections 365(a) and (f) of the Bankruptcy Code, if applicable, authorizing the Debtors to assume and assign certain of their executory contracts and unexpired leases. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession "subject to the court's approval, may assume or reject any executory contract or [unexpired] lease of the debtor." 11 U.S.C. § 365(a). The standard governing bankruptcy court approval of a debtor's decision to assume or reject an executory contract or unexpired lease is whether the debtor's reasonable business judgment supports assumption or rejection. See, e.g., In re Stable Mews Assoc., Inc., 41 B.R. 594, 596 (Bankr. S.D.N.Y. 1984). If the debtor's business judgment has been reasonably exercised, a court should approve the assumption or rejection of an unexpired lease or executory contract. See Group of Institutional Investors v. Chicago M. St. P. & P.R.R. Co., 318 U.S. 523 (1943) (applying Bankruptcy Act section 77 subsection (b), the predecessor to Bankruptcy Code section

365); Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp., 872 F.2d 36, 39-40 (3d Cir. 1989). The business judgment test “requires only that the trustee [or debtor in possession] demonstrate that [assumption or] rejection of the contract will benefit the estate.” Wheeling-Pittsburgh Steel Corp. v. West Penn. Power Co. (In re Wheeling-Pittsburgh Steel Corp.), 72 B.R. 845, 846 (Bankr. W.D. Pa. 1987) (quoting *Stable Mews Assoc.*, 41 B.R. at 596). Any more exacting scrutiny would slow the administration of a debtor’s estate and increase costs, interfere with the Bankruptcy Code’s provision for private control of administration of the estate and threaten the court’s ability to control a case impartially. See Richmond Leasing Co. v. Capital Bank, N.A., 762 F.2d 1303, 1311 (5th Cir. 1985). Moreover, pursuant to section 365(b)(1) of the Bankruptcy Code, for a debtor to assume an executory contract, it must “cure, or provide adequate assurance that the debtor will promptly cure,” any default, including compensation for any “actual pecuniary loss” relating to such default. 11 U.S.C. § 365(b)(1).

30. Once an executory contract is assumed, the trustee or debtor in possession may elect to assign such contract. See L.R.S.C. Co. v. Rickel Home Ctrs. (In re Rickel Home Ctrs., Inc.), 209 F.3d 291, 299 (3d Cir. 2000) (“[t]he Code generally favors free assignability as a means to maximize the value of the debtor’s estate”); see also Leonard v. Gen. Motors Corp. (In re Headquarters Dodge, Inc.), 13 F.3d 674, 682 (3d Cir. 1994) (noting purpose of section 365(f) is to assist trustee in realizing the full value of the debtor’s assets).

31. Section 365(f) of the Bankruptcy Code provides that the “trustee may assign an executory contract ... only if the trustee assumes such contract ... and adequate assurance of future performance is provided.” 11 U.S.C. § 365(f)(2). The meaning of “adequate assurance of future performance” depends on the facts and circumstances of each case, but should be given “practical, pragmatic construction.” See Carlisle Homes, Inc. v. Azzari (In re

Carlisle Homes, Inc.), 103 B.R. 524, 538 (Bankr. D.N.J. 1989); see also In re Natco Indus., Inc., 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future performance does not mean absolute assurance that debtor will thrive and pay rent). Among other things, adequate assurance may be given by demonstrating the assignee's financial health and experience in managing the type of enterprise or property assigned. Accord In re Bygaph, Inc., 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (adequate assurance of future performance is present when prospective assignee of lease from debtors has financial resources and has expressed willingness to devote sufficient funding to business in order to give it strong likelihood of succeeding).

32. Here, the Assumed and Assigned Agreements that may be assumed and assigned to a Successful Bidder, are likely an integral part of the Assets being purchased, and accordingly, the assumption, assignment and sale of the Assumed and Assigned Agreements will enhance the value of the Debtors' estates and is therefore reasonable. The Debtors respectfully submit that the proposed assumption and assignment and sale of the Assumed and Assigned Agreements pursuant to the terms of the assignment procedures are appropriate and reasonably tailored to provide the non-debtor parties to the Assumed and Assigned Agreements with adequate notice of the proposed assumption and assignment of their applicable contract or lease, the proposed Cure Costs and the proposed assignee. Additionally, the Debtors believe that they can and will demonstrate that all requirements for assumption and assignment of the Assumed and Assigned Agreements will be satisfied at the Sale Hearing. The Debtors will provide all non-debtor counterparties to the Assumed and Assigned Agreements an opportunity to be heard. Moreover, the Debtors, as required by the Bidding Procedures Order, will also evaluate the financial wherewithal of all potential bidders before qualifying such bidders to bid for the Assets. For the reasons stated throughout this Motion, the Debtors, in exercising their sound business

judgment, believe that selling the Assets and potentially assuming and assigning and selling the Assumed and Assigned Agreements to a Successful Bidder, is in the best interests of their estates. Thus, the Debtors respectfully submit that by the conclusion of the Sale Hearing, assumption and assignment and sale of the Assumed and Assigned Agreements should be approved under applicable bankruptcy law.

D. Sale of the Assets and Assignment of the Assumed Contracts and Leases are Proposed in “Good Faith” Under Section 363(m) of the Bankruptcy Code.

33. The Debtors additionally request that the Court find that the Successful Bidder is entitled to the protections provided by section 363(m) of the Bankruptcy Code in connection with the Sale. Section 363(m) of the Bankruptcy Code provides, in pertinent part: “The reversal or modification on appeal of an authorization under subsection (b) . . . of this section of a sale . . . of property does not affect the validity of a sale . . . under such authorization to an entity that purchased . . . such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale . . . were stayed pending appeal.” 11 U.S.C. § 363(m).

34. Section 363(m) thus protects the purchaser of assets sold pursuant to section 363 from the risk that it will lose its interest in the purchased assets if the order allowing the sale is reversed on appeal. By its terms, section 363(m) applies to sales of interests in tangible assets. Courts have also indicated that section 363(m) also protects the assignee of a debtor’s interest in executory contracts under section 365 of the Bankruptcy Code. See Krebs Chrysler-Plymouth, Inc. v. Valley Motors, Inc., 141 F.3d 490, 497-98 (3rd. Cir. 1998). In Krebs, the court considered “whether assignments of [certain automobile dealership] franchises under section 365 are also sales of estate property subject to section 363(m).” Id. at 497. Despite the absence of an explicit reference to assignments of executory contracts under section 365 of the

Bankruptcy Code, the court in Krebs concluded that section 363(m) of the Bankruptcy Code protected an assignment of a debtor's interest in certain automobile franchise agreements pursuant to an auction sale. In addition, as with the franchise agreements protected in Krebs, the Assumed and Assigned Agreements are executory contracts and unexpired leases that will be assumed, to the extent they have not already been assumed, and assigned pursuant to section 365 of the Bankruptcy Code. In light of Krebs, the Debtors respectfully submit that section 363(m) applies to protect a Successful Bidder with respect to both the Assets and the Assumed and Assigned Agreements.

35. Although the Bankruptcy Code does not define “good faith purchaser,” courts have found that “the phrase encompasses one who purchases in ‘good faith’ and for ‘value’.” In re Abbotts Dairies of Penn, Inc., 788 F.2d 173, 147 (3d Cir. 1986)). To constitute lack of good faith, a party's conduct in connection with the sale must usually amount to “fraud, collusion between the purchaser and other bidders or the trustee or an attempt to take grossly unfair advantage of other bidders.” Id. (citing In re Rock Indus. Mach. Corp., 572 F.2d 1195, 1198 (7th Cir. 1978)); see also In re Bedford Springs Hotel, Inc., 99 B.R. 302, 305 (Bankr. W.D. Pa. 1989); In re Perona Bros., Inc., 186 B.R. 833, 839 (D.N.J. 1995). Due to the absence of a bright line test for good faith, the determination is based on the facts of each case, concentrating on the “integrity of [an actor's] conduct during the sale proceedings.” In re Pisces Leasing Corp., 66 B.R. 671, 673 (E.D.N.Y. 1986) (quoting Rock Indus. Machinery Corp., 572 F.2d at 1198 (7th Cir. 1978)).

36. As required by section 363(m) of the Bankruptcy Code, the Debtors believe that they will be able to show that both the Debtors and the Successful Bidder have acted in good faith in negotiating the sale of the Assets and the assignment of the Assumed and

Assigned Agreements. The Debtors will be able to show that there is no evidence of fraud or collusion in the terms of the Proposed Sale or the assignment of the Assumed and Assigned Agreements. The Bidding Procedures are designed to ensure that no party is able to exert undue influence over the process. Furthermore, the Bidding Procedures are designed to prevent the Debtors, or any other Successful Bidder from engaging in any conduct that would cause or permit the Proposed Sale to be avoided, or costs or damages to be imposed under, section 363(n) of the Bankruptcy Code.

37. All creditors and parties in interest will receive notice of the Proposed Sale and will be provided an opportunity to be heard. Additionally, all non-debtor parties to the Assumed and Assigned Agreements will be provided with notice of the assumption and assignment and sale and an opportunity to be heard. The Debtors submit that such notice is adequate for entry of the Sale Order and satisfies the requisite notice provisions required under section 363(b) and 365 of the Bankruptcy Code. Under the circumstances, any Successful Bidder should be afforded the benefits and protections that section 363(m) of the Bankruptcy Code provides to a good faith purchaser.

E. Relief from the Ten Day Waiting Periods Under Bankruptcy Rules 6004(h) and 6006(d) is Appropriate.

38. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale, or lease of property . . . is stayed until the expiration of 10 days after entry of the order, unless the court orders otherwise.” Similarly, Bankruptcy Rule 6006(d) provides that an “order authorizing the trustee to assign an executory contract or unexpired lease . . . is stayed until the expiration of 10 days after the entry of the order, unless the court orders otherwise.” The Debtors request that the Sale Order be effective immediately by providing that the ten (10) day stays under Bankruptcy Rules 6004(h) and 6006(d) are waived.

39. The purpose of Bankruptcy Rules 6004(h) and 6006(d) is to provide sufficient time for an objecting party to appeal before an order can be implemented. See Advisory Committee Notes to Fed. R. Bankr. P. 6004(h) and 6006(d). Although Bankruptcy Rules 6004(h) and 6006(d) and the Advisory Committee Notes are silent as to when a court should “order otherwise” and eliminate or reduce the ten (10) day stay period, Collier on Bankruptcy suggests that the ten (10) day stay period should be eliminated to allow a sale or other transaction to close immediately “where there has been no objection to the procedure.” 10 COLLIER ON BANKRUPTCY 15th Ed. Rev., ¶6064.09 (L. King, 15th rev. ed. 1988). Furthermore, Collier on Bankruptcy provides that if an objection is filed and overruled, and the objecting party informs the court of its intent to appeal, the stay may be reduced to the amount of time actually necessary to file such appeal. Id.

40. The Debtors hereby request that the Court waive the ten (10) day stay period under Bankruptcy Rules 6004(h) and 6006(d).

41. All creditors and parties in interest will receive notice of the Proposed Sale or a competing transaction and will be provided with an opportunity to be heard. Additionally, all non-debtor parties to Assumed and Assigned Agreements will receive notice of assumption and assignment and an opportunity to be heard. The Debtors submit that such notice is adequate for entry of the order approving this Motion and waiving the ten (10) day waiting periods under Bankruptcy Rules 6004(h) and 6006(d).

NOTICE

42. Notice of this Motion has been provided to: (a) the Office of the United States Trustee for the Eastern District of Michigan; (b) counsel to Comerica Bank; (c) counsel for the Committee; (d) counsel for General Motors Corporation, Ford Motor Company, and Chrysler LLC; (e) counsel for General Electric Capital Corporation; (f) counsel for

ArcelorMittal, S.A.; and (g) other parties requesting service of notice or pleadings pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure. The Debtors submit that in light of the nature of the relief requested, no further notice is required. This Motion has been submitted on an expedited basis because of the numerous matters to be considered by the Court during the initial period of these cases regarding the administration and the post-petition operations of the Debtors.

WHEREFORE, the Debtors respectfully request the Court grant the relief requested in this Motion substantially in the form attached as **Exhibit A** and **Exhibit B**, and such other and further relief as is just and proper.

Dated: June 4, 2009

Respectfully Submitted:

HARRINGTON DRAGICH PLLC

/s/ David G. Dragich

David G. Dragich (P63234)
21043 Mack Avenue
Grosse Pointe Woods, MI, 48236
(313) 886-4550 (Telephone)
(313) 221-9612 (Facsimile)

Counsel for the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:	)	Chapter 11
)	
NOBLE INTERNATIONAL, LTD., <u>et al.</u>,	)	Case No. 09-51720-MBM
)	
Debtors.	)	(Jointly Administrated)
)	

**ORDER (I) APPROVING BIDDING PROCEDURES
FOR THE SALE, IN WHOLE OR IN PART, OF THE DEBTORS'
ASSETS ASSOCIATED WITH BUSINESSES CONSISTING OF DESIGNING,
ENGINEERING, MANUFACTURING AND SELLING ROLL FORMED AND HOT
FORMED PRODUCTS AND ANY OTHER BUSINESS CONDUCTED AT OR FROM
THE DEBTORS' OPERATIONS IN SPRING LAKE, MICHIGAN, (II) APPROVING
THE FORM AND MANNER OF NOTICE OF THE ASSUMPTION AND ASSIGNMENT
OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (III) APPROVING
THE FORM AND MANNER OF NOTICE OF THE BIDDING PROCEDURES
HEARING, THE AUCTION AND THE SALE HEARING AND (IV) SCHEDULING AN
AUCTION AND THE SALE HEARING**

This matter coming before the Court on the *Motion Of The Debtors For (A) An Order (I) Approving Bidding Procedures Relating to the Sale, in Whole or in Part, of the Debtors' Assets Associated with Businesses Consisting of Designing, Engineering, Manufacturing and Selling Roll Formed and Hot Formed Products and Any Other Business Conducted at or From the Debtors' Operations in Spring Lake, Michigan, (II) Approving the Form and Manner of Notice of the Assumption and Assignment of Executory Contracts and Unexpired Leases and (III) Approving the Form and Manner of Notice of the Bidding Procedures Hearing, the Auction and the Sale Hearing and (IV) Scheduling an Auction and the Sale Hearing; and (B) An Order Authorizing (I) The Sale of Such Assets Free and Clear of Liens, Claims and Encumbrances Except for Assumed Liabilities and (II) The Assumption and Assignment of Executory Contracts and Unexpired Leases* (the "Motion").

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The Debtors have offered good and sufficient reasons for, and the best interests of their estates will be served by, this Court granting the Motion to the extent provided in this Order, including approval of (i) the Bidding Procedures, attached as Annex 1 to Exhibit A to the Motion, (ii) the procedures described below for the determination of the amounts necessary to cure defaults under the Debtors' executory contracts and unexpired leases that may be assumed and assigned in connection with the sale of the Assets pursuant to the Bidding Procedures (the "Assumed and Assigned Agreements") so as to permit the assumption and assignment under section 365 of the Bankruptcy Code of the Assumed and Assigned Agreements, (iii) the form and manner of notice of the Notices described in the Motion and this Order.

B. The Debtors have offered good and sufficient reasons for, and the best interests of their estates will be served by this Court scheduling an Auction and subsequent Sale Hearing to consider approval of the sale of the Assets free and clear of all liens, claims, interests and encumbrances pursuant to section 363(f) of the Bankruptcy Code and the assumption and assignment of any executory contracts and unexpired leases in connection therewith pursuant to section 365 of the Bankruptcy Code.

C. Nothing herein shall constitute an amendment of any rights of any secured party to assert a lien in any sale proceeds resulting from a sale of the Assets.

D. For certainty, the Court makes no finding in this Order as to whether tooling purchased at the Auction shall be transferred free and clear of liens and any objections raised in connection with the Bidding Procedures Hearing as to the sale of tooling free and clear of liens are reserved and may be raised at the Sale Hearing.

The Auction and sale shall relate only to the Debtors' businesses and Assets in connection with their operations in Spring Lake, Michigan.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent provided herein.
2. The Bidding Procedures, attached as Annex 1 to Exhibit A of the Motion, are hereby approved, are incorporated herein by reference, and shall govern all bids and bid proceedings relating to the sale of the Assets in connection with the Debtors' Spring Lake, Michigan operations. The Debtors are authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures. For avoidance of doubt, there shall be no Stalking Horse Agreement or bidder protections as proposed in the Motion. Further, the Customers (as defined in the Motion) shall be permitted to attend and observe the Auction.
3. The Debtors shall conduct the Auction at 10:00 a.m. (Eastern Time) on **June 22, 2009** at the offices of Foley & Lardner LLP, One Detroit Center, 500 Woodward Ave., Suite 2700, Detroit, MI 48226-3489, or such other place and time as the Debtors shall notify parties in interest.
4. Each bidder participating at the Auction will be required to confirm that it has not engaged in any collusion in respect to the bidding or the sale of Assets.
5. The Auction will be conducted openly and will be transcribed or videotaped, at the Debtors' option.
6. The Court shall convene the Sale Hearing on **June 23, 2009 at 10:30 a.m. Eastern Time** or as soon thereafter as counsel and interested parties may be heard, at which time the Court will consider approval of the sale of the Assets to the Successful Bidder(s) (as defined in Annex 1). The Sale Hearing may be adjourned from time to time without further notice to creditors or other parties in interest by announcement of said adjournment at the Sale Hearing.

7. Objections to approval of any sale of the Assets free and clear of liens, claims, encumbrances and interests pursuant to section 363(f) of the Bankruptcy Code, must be in writing, state the basis of such objection with specificity and be filed with this Court and served so as to be received on or before **June 19, 2009 at 4:00 p.m. (Prevailing Eastern Time)** by (a) Noble International, Ltd., 840 W. Long Lake Road, Suite 601, Troy, MI 48098 (Attn: Richard McCracken) Email: richard.mccracken@gmail.com; (b) Foley & Lardner LLP, One Detroit Center, 500 Woodward Ave., Suite 2700, Detroit, MI 48226-3489 (Attn: Daljit S. Doogal) Email: ddoogal@foley.com; (c) Harrington Dragich PLLC, 21043 Mack Avenue, Grosse Pointe Woods, MI 48236 (Attn: David G. Dragich) Email: ddragich@harringtondragich.com; and (d) Jaffe Raitt Heuer & Weiss PC, 27777 Franklin Rd Ste 2500, Southfield, MI 48034 (Attn: Jay L. Welford) Email: jwelford@jaffelaw.com (collectively, the "Notice Parties").

8. Any objections to the assumption and assignment of any executory contract or unexpired lease identified on the Cure Schedule, including, but not limited to, objections relating to adequate assurance of future performance or to the Cure Costs set forth on such schedule, must be in writing, filed with the Court, and be actually received on or before **June 19, 2009 at 4:00 p.m. (Prevailing Eastern Time)** by (a) Noble International, Ltd., 840 W. Long Lake Road, Suite 601, Troy, MI 48098 (Attn: Richard McCracken) Email: richard.mccracken@gmail.com; (b) Foley & Lardner LLP, One Detroit Center, 500 Woodward Ave., Suite 2700, Detroit, MI 48226-3489 (Attn: Daljit S. Doogal) Email: ddoogal@foley.com; (c) Harrington Dragich PLLC, 21043 Mack Avenue, Grosse Pointe Woods, MI 48236 (Attn: David G. Dragich) Email: ddragich@harringtondragich.com; and (d) Jaffe Raitt Heuer & Weiss PC, 27777 Franklin Rd Ste 2500, Southfield, MI 48034 (Attn: Jay L. Welford) Email:

jwelford@jaffelaw.com (collectively, the “Notice Parties”). Any objection to the Cure Costs shall set forth the specific default or defaults in any Assumed and Assigned Agreements and set forth the specific monetary amount that differs from the amount (if any) specified by the Debtors in the Cure Schedule.

9. Unless an objection to the assumption and assignment of an Assumed and Assigned Agreement is timely filed and served, all counterparties to the Assumed and Assigned Agreements shall (a) be forever barred from objecting to the Cure Costs and from asserting any additional cure or other amounts with respect to the Assumed and Assigned Agreements, and the Debtors and any Successful Bidder shall be entitled to rely solely upon the Cure Costs set forth in the Cure Schedule; (b) be deemed to have consented to the assumption and assignment; and (c) be forever barred and estopped from asserting or claiming against the Debtors or any Successful Bidder that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under such Assumed and Assigned Agreement or that there is any objection or defense to the assumption and assignment of such Assumed and Assigned Agreement. In addition, the Cure Costs set forth in the Cure Schedule shall be binding upon the nondebtor parties to the Assumed and Assigned Agreements for all purposes in these chapter 11 cases and otherwise, and will constitute a final determination of the total Cure Costs required to be paid by the Debtors in connection with the assumption and assignment of the Assumed and Assigned Agreements.

10. Where a nondebtor counterparty to an Assumed and Assigned Agreement files an objection asserting a cure amount higher than the proposed Cure Costs (the “Disputed Cure Costs”), then (a) to the extent that the parties are able to consensually resolve the Disputed Cure Cost prior to the Sale Hearing, and subject to the applicable Successful Bidder's consent to

such resolution, the Debtors shall promptly provide the Committee and the applicable Successful Bidder notice and an opportunity to object to such proposed resolution or (b) to the extent the parties are unable to consensually resolve the dispute prior to the Sale Hearing, then such objection will be heard at the Sale Hearing. All other objections to the proposed assumption and assignment of an Assumed and Assigned Agreement will be heard at the Sale Hearing.

11. All bidders at the Auction shall be deemed to have consented to the core jurisdiction of this Court and waived any right to jury trial in connection with any disputes relating to the Auction and any sale of the Assets.

12. The Court shall retain jurisdiction over any matter or dispute arising from or relating to the implementation of this Order.

ANNEX 1

**AMENDED BIDDING PROCEDURES RELATING TO THE DEBTORS' OPERATIONS
IN SPRING LAKE, MICHIGAN**

Set forth below are the bidding procedures (the "Bidding Procedures") for the sale, in whole or part, in one or more transactions, of the assets of Noble International, Ltd. and its affiliated debtors (collectively, the "Debtors") associated with the Debtors' businesses consisting of designing, engineering, manufacturing and selling roll formed and hot formed products and any other business of any Debtor conducted at or from Spring Lake, Michigan (the "Assets"). The sale of the Assets is subject to competitive bidding as set forth herein and approval by the United States Bankruptcy Court for the Eastern District of Michigan, Southern Division (the "Bankruptcy Court") pursuant to section 363 of title 11 of the United States Code and Rule 6004 of the Federal Rules of Bankruptcy Procedure.

I. The Sale Hearing

The Debtor will seek the entry of an order from the Bankruptcy Court at a hearing to be held on June 23, 2009 at 10:30 a.m. Eastern Time (the "Sale Hearing") approving and authorizing the sale of the Assets to any Successful Bidder (as defined below) as determined in accordance with the Bidding Procedures.

II. Participation Requirements

Unless otherwise ordered by the Bankruptcy Court for cause shown, to participate in the Bidding Process (as defined below), each person or entity must deliver to the Debtors the following materials:

- (a) An executed confidentiality agreement in form and substance satisfactory to the Debtors;
- (b) A statement demonstrating to the Debtors' satisfaction a *bona fide* interest in purchasing, and the financial ability to purchase, the Assets; and
- (c) An asset purchase agreement delivered to the Debtors' counsel, Foley & Lardner LLP, One Detroit Center, 500 Woodward Ave., Suite 2700, Detroit, MI 48226-3489 (Attn: Daljit S. Doogal) Email: ddoogal@foley.com, by 5:00 p.m. on June 19, 2009, together with a copy thereof marked to show changes from the form asset purchase agreement located in the Debtors' "data room" or as otherwise available from the Debtors' counsel, for the purchase of any or all of the Assets.

Each person or entity that delivers such materials to the Debtors in a form reasonably acceptable to the Debtors is hereinafter referred to as a "Potential Bidder."

After a Potential Bidder delivers all of the materials required by subparagraphs (a)-(c) above, the Debtors shall deliver (unless previously delivered) to each Potential Bidder certain designated information and financial data in respect of the Assets.

III. Bid Requirements

All bids must include:

- A. an offer to acquire substantially all of the Assets or any portion thereof; and
- B. an agreement that the Potential Bidder's offer is binding and irrevocable until the later of (i) June 23, 2009 or (ii) the completion of the Sale Hearing and entry of an order approving the sale.

The Debtors may value a bid based upon any and all factors that the Debtors deem pertinent, including, among others: (a) the amount of the bid; (b) the risks and timing associated with consummating a transaction with the Potential Bidder; (c) any excluded assets or executory contracts and leases; and (d) any other factors that the Debtors may deem relevant in consultation with the Official Committee of Unsecured Creditors (the "Committee") and the Customers. The Debtors, in their business judgment, and in consultation with the Committee and the Customers, reserve the right to reject any bid.

IV. Auction Participation

Only Potential Bidders may participate in the Auction.

V. Auction

The Debtors will conduct an auction (the "Auction"). The Auction shall take place at 10:00 a.m. (Eastern Time) on June 22, 2009 at the offices of counsel to the Debtors, Foley & Lardner LLP, One Detroit Center, 500 Woodward Ave., Suite 2700, Detroit, MI 48226-3489, or such other time or such other place as the Debtors shall designate in a subsequent notice to all interested parties. Representatives of the Committee and the Customers and any other parties the Debtors deem appropriate shall be able to attend and observe the Auction.

The Auction will be conducted openly and will be transcribed or videotaped, at the Debtors' option.

Immediately prior to the conclusion of the Auction, the Debtors, in consultation with the Committee, will: (a) review each bid made at the Auction on the basis of financial and contractual terms and such factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the sale of the Assets; (b) determine the transaction or transactions representing the highest or best value for the Assets at the Auction, if any (each, a "Successful Bid"); and (c) notify all Potential Bidders at the Auction, prior to its conclusion, of the name(s) of the person(s) or entity(ies) making the Successful Bid (each, a "Successful Bidder").

All bidders at the Auction shall be deemed to have consented to the core jurisdiction of the Court and waived any right to jury trial in connection with any disputes relating to the Auction and the sale of the Assets.

VI. Acceptance of Bids

Notwithstanding anything to the contrary contained herein (including the provisions of Section V above), the Debtors may reject at any time before entry of the Sale Order any bid that, in the Debtors' reasonable judgment, is (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bankruptcy Code or the Bidding Procedures or (c) contrary to the best interests of the Debtors and their estates, in the exercise of their business judgment.

The Debtors' presentation to the Bankruptcy Court for approval of any bid as a Successful Bid does not constitute the Debtors' acceptance of the bid. The Debtors will have accepted a bid only when such bid has been approved by the Bankruptcy Court at the Sale Hearing.

VII. No Fees for Potential Bidders or Qualified Bidders

Bidders will not be allowed any breakup, termination or similar fee or expense reimbursement. Moreover, the tendering of a bid does not entitle the bidder to any breakup, termination or similar fee or expense reimbursement and all Potential Bidders waive any right to seek a claim for substantial contribution.

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:	)	Chapter 11
)	
NOBLE INTERNATIONAL, LTD., <u>et al.</u>,	)	Case No. 09-51720-MBM
)	
Debtors.	)	(Jointly Administrated)
)	

ORDER AUTHORIZING (I) THE SALE OF THE DEBTORS' ASSETS ASSOCIATED WITH BUSINESSES CONSISTING OF DESIGNING, ENGINEERING, MANUFACTURING AND SELLING ROLL FORMED AND HOT FORMED PRODUCTS AND ANY OTHER BUSINESS CONDUCTED AT OR FROM THE DEBTORS' OPERATIONS IN SPRING LAKE, MICHIGAN FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES EXCEPT FOR ASSUMED LIABILITIES AND (II) THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

This matter coming before the Court on the *Motion Of The Debtors For (A) An Order (I) Approving Bidding Procedures Relating to the Sale, in Whole or in Part, of the Debtors' Assets Associated with Businesses Consisting of Designing, Engineering, Manufacturing and Selling Roll Formed and Hot Formed Products and Any Other Business Conducted at or From the Debtors' Operations in Spring Lake, Michigan, (II) Approving the Form and Manner of Notice of the Assumption and Assignment of Executory Contracts and Unexpired Leases and (III) Approving the Form and Manner of Notice of the Bidding Procedures Hearing, the Auction and the Sale Hearing and (IV) Scheduling an Auction and the Sale Hearing; and (B) An Order Authorizing (I) The Sale of Such Assets Free and Clear of Liens, Claims and Encumbrances Except for Assumed Liabilities and (II) The Assumption and Assignment of Executory Contracts and Unexpired Leases* (the "Motion") filed by the above-

captioned debtors (collectively, the “Debtors”)¹ seeking authority to sell the Debtors’ assets associated with the Debtors’ businesses consisting of designing, engineering, manufacturing and selling roll formed and hot formed products and any other business of any Debtor conducted at or from the Debtors’ properties in Spring Lake, Michigan (the “Assets”); the Court having reviewed the Sale Motion; and this Court having entered an order dated June [___], 2009 (the “Bidding Procedures Order” and attached to the Motion as Exhibit B, the “Bidding Procedures”) authorizing the Debtors to conduct, and approving the terms and conditions of the Auction to consider offers for the Assets; and the Court having reviewed the Sale Motion and all other papers filed with the Court relating thereto and having considered the statements of counsel with respect to the Sale Motion at the Sale Hearing; and the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (iii) notice of the relief sought in the Sale Motion and the Sale Hearing was sufficient under the circumstances, and no further notice need be given, (iv) a sound business purpose exists to grant the relief contained herein, and (v) there is good cause to waive the ten-day stay imposed by Rules 6004(h) and 6006(d) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and the Court having determined that the legal and factual bases set forth in the Sale Motion, the other papers filed by the Debtors and at the Sale Hearing establish just cause to grant the relief ordered herein.

¹ The Debtors in these cases include Noble International, Ltd., Case No. 09-51720; Noble Advanced Technologies, Inc., Case No. 09-51730; Noble Land Holdings, Inc., Case No. 09-51732; Noble Manufacturing Group, Inc., Case No. 09-51734; Noble Metal Processing –Kentucky, G.P.; Case No. 09-51735; Noble Metal Processing, Inc., Case No. 09-51737; Noble Metal Processing – Indiana, Inc., Case No. 09-51738; Noble Metal Processing– New York, Inc., Case No. 09-51741; Noble Metal Processing, Ohio, LLC, Case No. 09-51742; Nobel Metal Processing – West Michigan, Inc., Case No. 09-51744; Noble Swiss Holdings, LLC, Case No. 09-51745; Noble TSA, LLC, Case No. 09-51746; Noble Tube Technologies, LLC, Case No. 09-51748; Prototech Laser Welding, Inc. (d/b/a LWI Laser Welding International), Case No. 09-51751; and Tailor Steel America, LLC, Case No. 09-51752.

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction and authority to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 1334 and 157(b)(2)(A) and (N). Venue of these cases in this District is proper under 28 U.S.C. § 1409. The statutory predicates for the relief sought herein are sections 105, 363, and 365 of title 11 of the United States Code (the “Bankruptcy Code”), and Bankruptcy Rules 2002, 6004, 6006 and 9014.

B. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). To any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs entry of judgment as set forth herein.

C. As evidenced by the affidavits of service filed with the Court, proper, timely, adequate and sufficient notice of the Sale Motion and the Sale Hearing has been provided in accordance with Bankruptcy Rules 2002, 6004, 9006, 9007, 9008 and 9014 and in compliance with the Bidding Procedures Order. Notice of the Sale Hearing was also published in the *Detroit Free Press* and the national edition of *The Wall Street Journal*. The Debtors provided due and proper notice of the Sale, and assumption and assignment of each contract and lease (and related Cure Costs, if any) listed in the Assumption and Assignment Notice to each non-debtor party to such contract or lease. Such notice was sufficient and appropriate under the circumstances. No other or further notice of the Sale Motion, the Sale Hearing, the assumption and assignment of the Assumed Contracts or the Assumed Leases or the entry of this Sale Order is necessary or shall be required.

D. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities as outlined in the Bidding Procedures Motion and the Bidding Procedures Order.

E. The Debtors have demonstrated a sufficient basis and the existence of compelling circumstances requiring them to sell the Assets on the terms set forth in the Asset Purchase Agreement(s) filed with this Court and assume and assign the Assumed Contracts and Assumed Leases under sections 363 and 365 of the Bankruptcy Code, and such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their creditors, and their estates.

F. The Debtors and their professionals have complied, in good faith, in all respects with the Bidding Procedures Order. As demonstrated by the evidence adduced at the Sale Hearing, the Debtors (i) afforded interested potential purchasers a full, fair and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offers to acquire the Assets, and (ii) provided potential purchasers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Assets. Additionally, the Debtors have, under the circumstances, adequately and appropriately marketed the Assets through, inter alia, the dissemination of information regarding the Assets to interested purchasers.

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

H. The purchaser is a buyer in good faith, as that term is used in the Bankruptcy Code, and is entitled to the protections of sections 363(m) and 363(n) with respect to the Assets.

I. The Debtors have full power and authority to execute the Purchase Agreement and all other documents contemplated thereby, and the sale of the Assets by the Debtors has been duly and validly authorized by all necessary action of the Debtors.

J. The Debtors may sell the Assets free and clear of all interests, liens, claims and encumbrances of any kind or nature whatsoever (including rights of setoff), because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. Those non-debtor parties with interests in the Assets who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented to the Sale pursuant to 11 U.S.C. §§ 363(f)(2) and 365. Those non-debtor parties with interests in the Purchased Assets who did object fall within one or more of the other subsections of 11 U.S.C. §§ 363(f) and 365. Accordingly, all persons having liens, claims, encumbrances or interests of any kind or nature whatsoever (including rights of setoff) against or in any of the Assets shall be forever barred, estopped and permanently enjoined from pursuing or asserting such liens, claims, encumbrances or interests (including rights of setoff) against the Assets, the purchaser or any of its assets, property, successors or assigns.

K. The Debtors may assume and assign any contracts or unexpired leases identified by the Debtors in the Assumption and Assignment Notice. The purchaser (i) has cured, or has provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assumed Contracts and the Assumed Leases, within the meaning of 11 U.S.C. § 365(b)(1)(A), and (ii) has provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assumed Contracts and the Assumed Leases, within the meaning of 11 U.S.C. § 365(b)(1)(B).

L. The cure amounts, if any, set forth in the Assumption and Assignment Notice with respect to each Assumed Contract and Assumed Lease (collectively, the “Cure Costs”) are the sole amounts necessary under sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code to cure all defaults and pay all actual pecuniary losses under the Assumed Contracts and Assumed Leases. In accordance with the Stalking Horse Agreement, the Buyer shall pay the Cure Costs for each of the Assumed Contracts and Assumed Leases.

M. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtors may sell the Assets free and clear of any interest (including rights of setoff) in the Assets other than identified assumed liabilities.

N. All findings of fact and conclusions of law announced by the Court at the Sale Hearing are incorporated herein.

O. Time is of the essence in consummating the Sale. In order to maximize the value of the Assets, it is essential that the Sale occur promptly. Accordingly, there is cause to lift the stays contemplated by Bankruptcy Rules 6004 and 6006.

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

General Provisions

1. The Sale Motion is GRANTED, as further described herein.
2. All objections to the Sale Motion have either been resolved or are OVERRULED.

Transfer of the Assets

3. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Assets in accordance with the terms of the Purchase Agreement(s) filed with this Court, and, upon the closing under the Purchase Agreement(s), such transfers shall (a) be valid, legal, binding and effective transfers, (b) vest the purchaser with all

right, title and interest of the Debtors in and to the Assets, and (c) be free and clear, unless otherwise specified, of all liens, claims, encumbrances and interests (including rights of setoff), whether arising prior to or subsequent to the commencement of the Debtors' chapter 11 cases, and whether imposed by agreement, law, equity or otherwise, with all such liens, claims, encumbrances and interests attaching to the proceeds of the sale.

4. All persons or entities holding liens, claims, encumbrances or interests of any kind or nature (including rights of setoff) with respect to the Assets are hereby barred from asserting such liens, claims, encumbrances or interests of any kind or nature (including rights of setoff) against the purchaser, its successors or assigns, or the Assets.

5. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Assets to the purchaser in accordance with this Sale Order.

Assumption and Assignment of Assumed Contracts

6. Pursuant to 11 U.S.C. §§ 105(a) and 365, and subject to and conditioned upon the Closing of the Sale, the Debtors' assumption and assignment of the Assumed Contracts and Assumed Leases is hereby approved, and the requirements of 11 U.S.C. § 365(b)(1) with respect thereto are hereby deemed satisfied.

7. The Debtors are hereby authorized and directed in accordance with 11 U.S.C. §§ 105(a) and 365 to (a) assume and assign, effective upon the Closing of the Sale, the Assumed Contracts and the Assumed Leases free and clear of all interests, liens, claims and encumbrances of any kind or nature whatsoever (including rights of setoff), and (b) execute and deliver such agreements, documents or other instruments as may be necessary to sell, assign, transfer, convey and deliver the Assumed Contracts and the Assumed Leases.

8. The Assumed Contracts and the Assumed Leases shall be transferred to, and remain in full force and effect for the benefit of, the purchaser in accordance with their respective terms, notwithstanding any provision in any such Assumed Contract and Assumed Lease (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to 11 U.S.C. § 365(k), the Debtors shall be relieved from any further liability with respect to the Assumed Contracts and the Assumed Leases after such assignment to, and assumption by, the purchaser.

9. All defaults or other obligations of the Debtors under any Assumed Contract or Assumed Lease arising or accruing prior to the date of this Sale Order (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured and satisfied upon payment at the Closing of the Sale, or as soon thereafter as practicable, of the Cure Costs with respect to each Assumed Contract and Assumed Lease.

10. Except for the obligation to pay the Cure Costs, each nondebtor party to an Assumed Contract or an Assumed Lease hereby is forever barred, estopped, and permanently enjoined from asserting against the Debtors or the purchaser, or the property of any of them, any default existing as of the date of the entry of this Sale Order, whether declared or undeclared or known or unknown; or, against the purchaser, any counterclaim, defense, setoff or any other claim asserted or assertable against the Debtors.

11. Any provisions in any Assumed Contract or Assumed Lease that prohibit or condition the assignment of any Assumed Contract or Assumed Lease or allow the non-debtor party to such Assumed Contract or Assumed Lease to terminate, recapture, impose any penalty, condition a renewal or extension, or modify or limit any term or condition upon the assignment

of such Assumed Contract or Assumed Lease, constitute unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of the Assumed Contracts and the Assumed Leases have been satisfied.

12. The payment of the Cure Costs (if any) shall (a) effect a cure of all defaults existing thereunder as of the Closing Date, (b) compensate for any actual pecuniary loss to such non-debtor party resulting from such defaults, (c) constitute satisfaction in full of all amounts accrued as of the Closing Date and (d) together with the assumption and purchase of the Assumed Contracts and the Assumed Leases by the purchaser, constitute adequate assurance of future performance thereof. Upon the payment of the Cure Costs, the purchaser shall have assumed the Assumed Contracts and the Assumed Leases and, pursuant to sections 363, 365(f), and 365(k) of the Bankruptcy Code, the assignment and sale by the Debtors of such Assumed Contracts and Assumed Leases shall not be a default thereunder. After the payment of the relevant Cure Costs, neither the Debtors nor the purchaser shall have any further obligations to the non-debtor parties to the Assumed Contracts and the Assumed Leases other than the purchaser's obligations under the Assumed Contracts and the Assumed Leases that first accrue on or after the Closing Date.

13. Upon the Closing Date and the payment of the relevant Cure Costs by the purchaser, the purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Assumed Contracts and Assumed Leases, and the Debtors shall be relieved from all liability on such Assumed Contracts and Assumed Leases arising after the Closing Date.

14. The purchaser has provided adequate assurance of its future performance under the relevant Assumed Contracts and Assumed Leases within the meaning of

sections 365(b)(1)(C), 365(b)(3) (to the extent applicable), and 365(f)(2)(B) of the Bankruptcy Code.

15. There shall be no rent accelerations, assignment fees, increases (including advertising rates), or any other fees charged to the purchaser as a result of the assumption, assignment, and sale of the Assumed Contracts and the Assumed Leases.

16. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all parties to the Assumed Contracts and the Assumed Leases are forever barred and enjoined from raising or asserting against the purchaser or the Assets any assignment fee, default, breach, or claim or pecuniary loss, or condition to assignment, arising under or related to the Assumed Contracts and the Assumed Leases existing as of the Closing Date or arising by reason of the Closing.

Additional Provisions

17. On and after the Closing Date, each of the Debtors' creditors asserting a lien in any of the Assets is authorized and directed to execute such documents and take all other actions as may be necessary to release its liens on or against the Assets being transferred, as such liens may have been recorded or otherwise exist; provided that the failure of any such creditors to comply with the provisions of this paragraph shall in no way limit the release, discharge and termination of any such lien against the Assets purchased as otherwise provided by this Sale Order.

18. If any person or entity that has filed financing statements, mortgages, mechanics' liens, lis pendens, or other documents or agreements evidencing claims against or in the Debtors or the Assets shall not have delivered to the Debtors prior to Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all interests which the person or entity has with respect to the Debtors or

the Assets or otherwise, then only with regard to the Assets being acquired by the purchaser, the purchaser is hereby authorized to file, register or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all claims against the Assets other than the liabilities and obligations under the Assumed Contracts and the Assumed Leases. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state or local government agency, department or office.

19. The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to implement the terms and provisions of the Purchase Agreement filed with this Court and the provisions of this Sale Order.

20. Each and every federal, state and local government agency or department and all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds and other similar persons are hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by this Sale Order.

21. All persons or entities that are presently, or on the Closing Date may be, in possession of some or all of the Assets are hereby directed to surrender possession of the Assets to the purchaser on the Closing Date.

22. Article 6 of the Uniform Commercial Code governing Bulk Sale Transfers and comparable state statutes are not applicable to the sale of the Assets.

23. This Court retains jurisdiction to (a) enforce and implement the terms and of this Order; (b) compel delivery of the Assets to the purchaser; (c) compel specific performance of the Debtors' and the purchaser's obligations under the Purchase Agreement filed with this Court; (d) resolve any disputes arising under or related to the Purchase Agreement filed

with this Court; (e) interpret, implement and enforce the provisions of this Sale Order; and (f) determine any disputes relating to or concerning the receipt, use, application or retention of the proceeds from the sale of the Assets.

24. The purchaser is deemed a buyer in good faith of the Assets and thus entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

25. The terms and provisions of the Purchase Agreement filed with this Court, together with the terms and provisions of this Sale Order, shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, the Debtors' estates and the Debtors' creditors, the purchaser and its affiliates, successors and assigns, and any affected third parties and persons or entities asserting a claim against or interest in or lien on the Debtors' estates or any of the Assets to be sold, notwithstanding any subsequent appointment of any trustee for the Debtors under any chapter of the Bankruptcy Code, as to which trustee such terms and provisions likewise shall be binding in all respects.

26. The Purchase Agreement filed with this Court and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement is not material and notice of such modification, amendment or supplement is provided any statutory committee of unsecured creditors appointed in these chapter 11 cases.

27. The provisions of Bankruptcy Rules 6004(g) and 6006(d) shall not apply to stay consummation of the sale of the Assets as contemplated in the Sale Motion and approved by this Sale Order, and the Debtors and the purchaser are hereby authorized to consummate the transactions contemplated and approved herein immediately upon entry of this Sale Order.

28. Any appeal seeking to enjoin or stay consummation of the Sale (the "Appeal") shall be subject to the appellant depositing or posting a bond in an amount equal to the then aggregate purchase price, and applicable damages, pending the outcome of the Appeal.

29. This Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order, all modifications thereto, and any waivers and consents thereunder and each of the agreements executed in connection therewith.

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:)	
	)	Chapter 11
)	
NOBLE INTERNATIONAL, LTD., <u>et al.</u> ¹	)	Case No. 09-51720-MBM
)	
Debtors.	)	(Jointly Administered)

**NOTICE OF (I) POTENTIALLY ASSUMED AND ASSIGNED EXECUTORY
CONTRACTS AND UNEXPIRED LEASES AND (II) CURE AMOUNTS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On June 4, 2009, the above-captioned debtors (collectively, the “Debtors”) filed their *Motion Of The Debtors For (A) An Order (I) Approving Bidding Procedures Relating to the Sale, in Whole or in Part, the Debtors’ Assets Associated with Businesses Consisting of Designing, Engineering, Manufacturing and Selling Roll Formed and Hot Formed Products and Any Other Business Conducted at or From the Debtors’ Operations in Spring Lake, Michigan, (II) Approving the Form and Manner of Notice of the Assumption and Assignment of Executory Contracts and Unexpired Leases and (III) Approving the Form and Manner of Notice of the Bidding Procedures Hearing, the Auction and the Sale Hearing and (IV) Scheduling an Auction and the Sale Hearing; and (B) An Order Authorizing (I) The Sale of Such Assets Free and Clear of Liens, Claims and Encumbrances Except for Assumed Liabilities and (II) The Assumption and Assignment of Executory Contracts and Unexpired Leases* [Docket No. ___] (the “Motion”), seeking, among other things, to sell in whole or in part, the Debtors’ assets associated with businesses consisting of designing, engineering, manufacturing and selling roll formed and hot formed products and any other business conducted at or from the Debtors’ operations in Spring Lake, Michigan, (collectively, the “Assets”), and (ii) the sale of the Assets to the highest or best qualified bidder (the “Successful Bidder”). The Debtors propose to schedule the hearing on the Sale Motion (the “Sale Hearing”) for **June 23, 2009** in the United States Bankruptcy Court for the Eastern District of Michigan, Southern Division (the “Bankruptcy Court”). The Bankruptcy

¹ The Debtors in the cases include: Noble International, Ltd. (“Noble”); Noble Advanced Technologies, Inc., Case No. 09-51730; Noble Land Holdings, Inc., Case No. 09-51732; Noble Manufacturing Group, Inc., Case No. 09-51734; Noble Metal Processing – Kentucky, G.P., Case No. 09-51735; Noble Metal Processing, Inc., Case No. 09-51737; Noble Metal Processing – Indiana, Inc., Case No. 09-51738; Noble Metal Processing – New York, Inc., Case No. 09-51741; Noble Metal Processing – Ohio, LLC, Case No. 09-51742; Noble Metal Processing – West Michigan, Inc., Case No. 09-51744; Noble Swiss Holdings, LLC, Case No. 09-51745; Noble TSA, LLC, Case No. 09-51746; Noble Tube Technologies, LLC, Case No. 09-51748; Prototech Laser Welding, Inc. (d/b/a LWI Laser Welding International), Case No. 09-51751; and Tailor Steel America, LLC, Case No. 09-51752.

Court will consider the sale of the Assets to the Successful Bidder and the assumption and assignment of executory contracts and unexpired leases at the Sale Hearing. **The date of the Sale Hearing and any objection deadlines have not yet been approved by the Bankruptcy Court and thus are subject to change.**

2. Pursuant to the Motion, the Debtors may potentially assume and assign to the Successful Bidder one or more of those executory contracts and unexpired leases listed on **Exhibit A** annexed hereto (collectively, the “Potentially Assigned Agreements” and each, a “Potentially Assigned Agreement”), pursuant to section 365 of the Bankruptcy Code.

3. The Debtors have indicated on **Exhibit A** annexed hereto the cure amounts that the Debtors believe must be paid to cure all pre-petition defaults and pay all amounts accrued, under the Potentially Assigned Agreements (in each instance, the “Cure Costs”).

4. Any party seeking to (a) object to the validity of the Cure Costs as determined by the Debtors or otherwise assert that any other amounts, defaults, conditions or pecuniary losses must be cured or satisfied under any of the Potentially Assigned Agreements in order for such contract or lease to be assumed and assigned or (b) object to the assumption and assignment of any Potentially Assigned Agreements on any other basis (including, but not limited to, objections to adequate assurance of future performance), must file an objection (the “Assumption/Assignment Objection”) that (i) is in writing, (ii) sets forth the specific monetary amount the objector asserts to be due, and the specific types of the alleged defaults, pecuniary losses, accrued amounts and conditions to assignment and the support therefor, (iii) is filed with the Bankruptcy, and (iv) is served so as to be actually received by (a) Noble International, Ltd., 840 W. Long Lake Road, Suite 601, Troy, MI 48098 (Attn: Richard McCracken) Email: richard.mccracken@gmail.com; (b) Foley & Lardner LLP, One Detroit Center, 500 Woodward Ave., Suite 2700, Detroit, MI 48226-3489 (Attn: Daljit S. Doogal) Email: ddoogal@foley.com; (c) Harrington Dragich PLLC, 21043 Mack Avenue, Grosse Pointe Woods, MI 48236 (Attn: David G. Dragich) Email: ddragich@harringtondragich.com; and (d) Jaffe Raitt Heuer & Weiss PC, 27777 Franklin Rd Ste 2500, Southfield, MI 48034 (Attn: Jay L. Welford) Email: jwelford@jaffelaw.com (collectively, the “Notice Parties”) **by the deadline specified by the Bankruptcy Court** (the “Assumption/Assignment Objection Deadline”). The Debtors propose, subject to the approval of the Bankruptcy Court, to set the Assumption/Assignment Objection Deadline for **June 19, 2009 at 4:00 p.m. (Prevailing Eastern Time)**.

5. In the event the Auction (as defined in the Motion) results in a Successful Bidder other than the Buyer (as defined in the Motion), the Debtors shall file a notice identifying such Successful Bidder with the Bankruptcy Court and serve such notice upon parties in interest, and the deadline for objecting to the assignment of the Potentially Assigned Agreements to a Successful Bidder who is not the Purchaser on the basis of adequate assurance of future performance shall be the commencement of the Sale Hearing.

6. Unless an Assumption/Assignment Objection is filed and served before the Assumption/Assignment Objection Deadline, all parties shall (a) be forever barred from objecting to the Cure Costs and from asserting any additional cure or other amounts with respect

to the Potentially Assigned Agreements, and the Debtors and the Successful Bidder shall be entitled to rely solely upon the Cure Costs; (b) be deemed to have consented to the assumption and assignment, and (c) be forever barred and estopped from asserting or claiming against the Debtors or the Successful Bidder that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under such Potentially Assigned Agreements or that there is any objection or defense to the assumption and assignment of such Potentially Assigned Agreements.

7. The Debtors proposed that hearings with respect to the Assumption/Assignment Objections will be held at the Sale Hearing. Where a nondebtor counterparty to a Potentially Assigned Agreement files an objection asserting a cure amount higher than the proposed Cure Costs (the “Disputed Cure Costs”), then (i) to the extent that the parties are able to consensually resolve the Disputed Cure Costs prior to the Sale Hearing, the Debtors shall promptly provide the Committee and the other parties in interest notice and opportunity to object to such proposed resolution or (ii) to the extent the parties are unable to consensually resolve the dispute prior to the Sale Hearing, then the amount to be paid under section 365 of the Bankruptcy Code with respect to such Disputed Cure Costs will be determined at the Sale Hearing. All other objections to the proposed assumption and assignment of a Potentially Assigned Agreement will be heard at the Sale Hearing.

8. An Assumption/Assignment Objection shall not constitute an objection to the relief generally requested in the Motion. Parties wishing to otherwise object to the relief requested in the Motion must file and serve a separate objection, stating with particularity such party's grounds for objection, so as to be received by each of the Notice Parties listed above no later than **the deadline to be specified by further order of the Bankruptcy Code** (the “Sale Objection Deadline”). The Debtors propose, subject to the approval of the Bankruptcy Court, to set the Sale Objection Deadline for **June 19, 2009 at 4:00 p.m. (Prevailing Eastern Time)**.

9. If you agree with the Cure Costs indicated on **Exhibit A**, and otherwise do not object to the Debtors’ assignment of your lease or contract, you need not take any further action.

10. The Debtors’ decision to assume and assign the Potentially Assigned Agreements is subject to Bankruptcy Court approval and consummation of the sale of the Assets. Accordingly, the Debtors shall be deemed to have assumed and assigned each of the Potentially Assigned Agreements as of the date of, and effective only upon, the closing of the sale of the Assets, and absent such closing, each of the Potentially Assigned Agreements shall neither be deemed assumed nor assigned and shall in all respects be subject to further administration under the Bankruptcy Code. **Inclusion of any document on the list of Potentially Assigned Agreements shall not constitute or be deemed to be a determination or admission by the Debtors or the Successful Bidder that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and all rights with respect thereto are being expressly reserved.**

11. As soon as the Bankruptcy Court sets the Assumption /Assignment Objection Deadline and the Sale Objection Deadline, additional notice will be provided.

Dated: June 4, 2009

Respectfully Submitted:

HARRINGTON DRAGICH PLLC

/s/ David G. Dragich

David G. Dragich (P63234)

21043 Mack Avenue

Grosse Pointe Woods, MI, 48236

(313) 886-4550 (Telephone)

(313) 221-9612 (Facsimile)

Counsel for the Debtors and Debtors in Possession

EXHIBIT A

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:)	
	)	Chapter 11
)	
NOBLE INTERNATIONAL, LTD., <u>et al.</u> ¹	)	Case No. 09-51720-MBM
)	
Debtors.	)	(Jointly Administered)
)	

**NOTICE OF (I) HEARING ON MOTION
FOR APPROVAL OF SALE OF ASSETS AND
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES AND (II) AUCTION OF ASSETS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On June 4, 2009, the above-captioned debtors (collectively, the “Debtors”) filed their *Motion Of The Debtors For (A) An Order (I) Approving Bidding Procedures Relating to the Sale, in Whole or in Part, the Debtors’ Assets Associated with Businesses Consisting of Designing, Engineering, Manufacturing and Selling Roll Formed and Hot Formed Products and Any Other Business Conducted at or From the Debtors’ Operations in Spring Lake, Michigan, (II) Approving the Form and Manner of Notice of the Assumption and Assignment of Executory Contracts and Unexpired Leases and (III) Approving the Form and Manner of Notice of the Bidding Procedures Hearing, the Auction and the Sale Hearing and (IV) Scheduling an Auction and the Sale Hearing; and (B) An Order Authorizing (I) The Sale of Such Assets Free and Clear of Liens, Claims and Encumbrances Except for Assumed Liabilities and (II) The Assumption and Assignment of Executory Contracts and Unexpired Leases* [Docket No. ___] (the “Motion”), seeking, among other things, to sell in whole or in part, the Debtors’ assets associated with businesses consisting of designing, engineering, manufacturing and selling roll formed and hot formed products and any other business conducted at or from the Debtors’ operations in Spring Lake, Michigan, (collectively, the “Assets”), and (ii) the sale of the Assets to the highest or best qualified bidder (the “Successful Bidder”). The Debtors propose to schedule the hearing on the

¹ The Debtors in the cases include: Noble International, Ltd. (“Noble”); Noble Advanced Technologies, Inc., Case No. 09-51730; Noble Land Holdings, Inc., Case No. 09-51732; Noble Manufacturing Group, Inc., Case No. 09-51734; Noble Metal Processing – Kentucky, G.P., Case No. 09-51735; Noble Metal Processing, Inc., Case No. 09-51737; Noble Metal Processing – Indiana, Inc., Case No. 09-51738; Noble Metal Processing – New York, Inc., Case No. 09-51741; Noble Metal Processing – Ohio, LLC, Case No. 09-51742; Noble Metal Processing – West Michigan, Inc., Case No. 09-51744; Noble Swiss Holdings, LLC, Case No. 09-51745; Noble TSA, LLC, Case No. 09-51746; Noble Tube Technologies, LLC, Case No. 09-51748; Prototech Laser Welding, Inc. (d/b/a LWI Laser Welding International), Case No. 09-51751; and Tailor Steel America, LLC, Case No. 09-51752.

Sale Motion (the “Sale Hearing”) for **June 23, 2009** in the United States Bankruptcy Court for the Eastern District of Michigan, Southern Division (the “Bankruptcy Court”). The Bankruptcy Court will consider the sale of the Assets to the Successful Bidder and the assumption and assignment of executory contracts and unexpired leases at the Sale Hearing.

2. Copies of the Motion may be obtained by (a) written request to counsel to the Debtors, Harrington Dragich PLLC, 21043 Mack Avenue, Grosse Pointe Woods, MI 48236, (Attn: David G. Dragich), Email: ddragich@dragichharrington.com, or (b) accessing the website of the Debtors’ claims and noticing agent, Administar Services Group, LLC, <http://www.administarllc.com> (the “Claims’ Agent Website”).

3. **The date of the Sale Hearing and any objection deadlines have not yet been approved by the Bankruptcy Court and thus are subject to change.**

4. In the Motion, the Debtors have requested that the United States Bankruptcy Court for the Eastern District of Michigan, Southern Division (the “Bankruptcy Court”) enter an order (the “Bidding Procedures Order”) approving auction and sale procedures (the “Bidding Procedures”) for the Assets. Capitalized terms not otherwise defined herein have the meaning given to them in the proposed Bidding Procedures Order or Bidding Procedures.

5. In the Motion, the Debtors propose to: (a) sell the Assets to the party that submits the highest or otherwise best bid at an auction, free and clear of all liens, claims, or encumbrances thereon, except for identified liabilities; and (b) assume and assign certain executory contracts and unexpired leases of the Debtors to the a party that submits the highest or otherwise best bid at an auction.

6. The Debtors propose to schedule the hearing on the sale of the Assets (the “Sale Hearing”) for **June 23, 2009** in the Bankruptcy Court. The Sale Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment at the Sale hearing.

7. Objections to approval of the Sale, including the sale of the Assets free and clear of liens, claims, encumbrances and interests pursuant to section 363(f) of the Bankruptcy Code, must be in writing, state the basis of such objection with specificity and be filed with the Bankruptcy Court and served so as to be received by (a) Noble International, Ltd., 840 W. Long Lake Road, Suite 601, Troy, MI 48098 (Attn: Richard McCracken) Email: richard.mccracken@gmail.com; (b) Foley & Lardner LLP, One Detroit Center, 500 Woodward Ave., Suite 2700, Detroit, MI 48226-3489 (Attn: Daljit S. Doogal) Email: dooogal@foley.com; (c) Harrington Dragich PLLC, 21043 Mack Avenue, Grosse Pointe Woods, MI 48236 (Attn: David G. Dragich) Email: ddragich@harringtondragich.com; and (d) Jaffe Raitt Heuer & Weiss PC, 27777 Franklin Rd Ste 2500, Southfield, MI 48034 (Attn: Jay L. Welford) Email: jwelford@jaffelaw.com (collectively, the “Notice Parties”) **by the deadline specified by the Bankruptcy Court** (the “Assumption/Assignment Objection Deadline”). The Debtors propose, subject to the approval of the Bankruptcy Court, to set the Assumption/Assignment Objection Deadline for **June 19, 2009 at 4:00 p.m. (Prevailing Eastern Time)**.

8. The Debtors propose, subject to approval of the Bankruptcy Court, to set **June 19, 2009 at 5:00 p.m. (Prevailing Eastern Time)** as the deadline for submitting a bid in accordance with the Bidding Procedures. All interested parties are invited to submit a qualified bid to purchase the Assets in accordance with the Bidding Procedures.

9. The Debtors propose, subject to approval of the Bankruptcy Court, to conduct an auction on **June 22, 2009 at 10:00 a.m. (Prevailing Eastern Time)** at the offices of counsel to the Debtors, Foley & Lardner LLP, One Detroit Center, 500 Woodward Ave., Suite 2700, Detroit, MI 48226-3489, or such other time or such other place as the Debtors shall designate in a subsequent notice.

10. **PLEASE NOTE THAT CERTAIN OF THE DATES SET FORTH IN THIS NOTICE HAVE NOT BEEN APPROVED BY THE BANKRUPTCY COURT AND ARE THUS SUBJECT TO CHANGE BY THE BANKRUPTCY COURT. ALL PARTIES ARE ENCOURAGED TO FREQUENTLY CHECK THE CLAIMS' AGENT WEBSITE AND THE BANKRUPTCY COURT'S DOCKET FOR CHANGES TO THESE DATES.** Copies of the Bidding Procedures Order (once entered by the Bankruptcy Court) and the Bidding Procedures will be served by mail on certain parties in interest and may be obtained by (a) written request to counsel to the Debtors, Harrington Dragich PLLC, 21043 Mack Avenue, Grosse Pointe Woods, MI 48236, (Attn: David G. Dragich), Email: ddragich@dragichharrington.com, or (b) accessing the Claims' Agent Website.

Dated: June 4, 2009

Respectfully Submitted:

HARRINGTON DRAGICH PLLC

/s/ David G. Dragich

David G. Dragich (P63234)
21043 Mack Avenue
Grosse Pointe Woods, MI, 48236
(313) 886-4550 (Telephone)
(313) 221-9612 (Facsimile)

Counsel for the Debtors and Debtors in Possession