

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jerry W. Venters		09/28/2006	United States Bankruptcy Judge: MISSOURI

RECEIVING PARTY DATA

Name:	AMERICAN RACING EQUIPMENT, INC.
Street Address:	19067 SOUTH REYES AVENUE
City:	RANCHO DOMINGUEZ
State/Country:	CALIFORNIA
Postal Code:	90221
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2537153	ACCU-LOC
Registration Number:	2797979	AUTOFOCUS
Serial Number:	78608258	E3
Serial Number:	78620933	E3
Registration Number:	2888343	EVO
Serial Number:	78622564	F3
Registration Number:	1872408	RODLITE
Serial Number:	78622546	SPORT FORGED
Registration Number:	2714419	STONECRUSHER
Registration Number:	2226933	WELD EVO
Registration Number:	2000079	WELD RACING
Registration Number:	2008430	WELD RACING
Registration Number:	2003222	WELD RACING

CH \$415.00 2537153

Serial Number:	78889982	WELDIUM
Registration Number:	2166255	WELDWHEELS
Registration Number:	2086419	WELDWHEELS

CORRESPONDENCE DATA

Fax Number: (310)500-3501
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Correspondent Name: Mary B. Aversano
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Address Line 2: Liner Yankelevitz Sunshine & Regenstreif
Address Line 4: Los Angeles, CALIFORNIA 90024

ATTORNEY DOCKET NUMBER:	38535.004
NAME OF SUBMITTER:	Mary B. Aversano
Signature:	/marybaversano/
Date:	11/21/2006

Total Attachments: 35
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**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MISSOURI
KANSAS CITY DIVISION**

-----X
In re : Chapter 11
Weld Wheel Industries, Inc., et al., : Case No. 06-42105-JWV
Debtors. : (Jointly Administered)
-----X

**CORRECTED ORDER PURSUANT TO SECTIONS 105, 363 AND 365 OF THE
BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 6004, 6006 AND 9014
AUTHORIZING (A) SALE OF SUBSTANTIALLY ALL ASSETS OF DEBTORS
FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES
AND OTHER INTERESTS, AND (B) ASSUMPTION AND ASSIGNMENT
OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

This matter coming before the Court on the Motion for Order (1) Approving Auction and Bid Procedures; (2) Approving Breakup Fee and Expense Reimbursement; (3) Approving Form and Manner of Notice; (4) Authorizing Assumption of Asset Purchase Agreement; (5) Authorizing Sale of Assets Free and Clear of Liens, Claims and Encumbrances, Subject to Higher or Better Offers; and (6) Approving Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Such Sale (the "Motion") filed on August 17, 2006 by Weld Wheel Industries, Inc., Weld Racing, Inc., and Weld Distribution, Inc., debtors and debtors-in-possession (collectively, "Debtors" or "Sellers"), seeking, pursuant to sections 105, 363 and 365 of the Bankruptcy Code, entry of (i) an order (a) scheduling a hearing (the "Sale Hearing") to consider approving the assumption and assignment of certain executory contracts and the sale of substantially all assets of Debtors ("Acquired Assets") that are used in or associated with the operation of Debtors' business of manufacturing forged aluminum racing wheels, custom wheels and custom chrome wheels (the "Business") to American

Racing Equipment, Inc., or its designee (“Purchaser”), subject to higher or better offers (collectively, the “Sale”), (b) approving certain proposed bidding and auction procedures (the “Bidding Procedures”) for the marketing and sale of the Acquired Assets, including but not limited to the conduct of an auction (the “Auction”) and authorizing certain Purchaser protections, (c) approving the assumption of the Asset Purchase Agreement entered into between Debtors and Purchaser, and (d) approving the form and manner of proposed notices in connection with the Sale; and (ii) an order authorizing and approving the Sale to the Successful Offeror of the Final Accepted Offer (as such terms are defined in the Bidding Procedures Order, defined below); and the Court having approved the Bidding Procedures, the purchaser protections, the assumption of the Asset Purchase Agreement dated as of August 17, 2006, entered into by Debtors and Purchaser, as amended, and the form and manner of proposed notices in connection with the hearing held on August 23, 2006 (the “Bidding Procedures Order”); and in accordance with the Bidding Procedures Order, Debtors having timely published in the *Wall Street Journal* (National Edition), and served the Notice of Hearing, Auction and Bid Procedures for Assumption of Asset Purchase Agreement and Sale of Assets of Weld Wheel Industries, Inc., Weld Racing, Inc., and Weld Distribution, Inc., and Sale Motion (“Sale Notice”) to (i) all parties that were contacted by Sellers or their advisors in connection with the marketing and sale process for the Assets; (ii) all other prospective offerors and parties in interest upon written request to Sellers; (iii) all entities who receive electronic notice in Sellers’ bankruptcy proceedings; and (iv) all parties pursuant to Bankruptcy Rules 6004(a), 6004(c), 6006(c) and 9014, and Debtors having timely served the initial Notice of Debtors’ Intent to Assume and Assign Certain Executory Contracts and Unexpired Leases in Connection with Sale of Assets and Debtors’ Amended Notice of Intent to Assume and Assign Certain Executory Contracts and Unexpired Leases in Connection with Sale

of Assets (“Cure Notices”) to all parties to the Assumed Executory Contracts as well as to parties receiving notice pursuant to Bankruptcy Rules 2002(a), 6004(a), 6006(c) and 9014, parties on Debtors’ lists of 20 largest unsecured creditors, and parties on Debtors’ list of potential interested bidders; and the Court having reviewed the entire record in these proceedings to date, including but not limited to (i) the Motion; (ii) the objections filed by Orix Financial Services, Inc. [Docket No. 169], The CIT Group/Equipment Financing, Inc. [Docket No. 170], Enterprise Bank & Trust [Docket No. 175], Richard G. Weld [Docket No. 176], Weld III, L.P. [Docket No. 177], Sun Life Assurance Company [Docket No. 179], Wells Fargo Equipment Finance [Docket No. 182], Harrington Bank [Docket No. 185], Bank of the West [Docket No. 192], Northland National Bank [Docket No. 208], Missouri Department of Economic Development [Docket No. 207] (collectively the “Objections”); (iii) Debtors’ Omnibus Response to Sale Motion [Docket No. 212] (the “Debtors’ Response”); (iv) the Omnibus Response of PNC Bank, National Association, to Objections of Equipment Creditors to Debtors’ Motion to Sell Assets [Docket No. 210] and the Response of PNC Bank, National Association, to Objection of The CIT Group/Equipment Financing, Inc. to Debtors’ Motion to Sell Assets [Docket No. 210] (collectively, the “PNC Responses”); (v) the Amended and Restated Asset Purchase Agreement dated as of September 28, 2006, between Debtors and Purchaser (hereafter the “Agreement”); and (vi) all other papers filed with the Court relating thereto; and the Court having heard the statements of counsel with respect to the Motion, the Objections, the Debtors’ Response and the PNC Responses at the final Sale Hearing held on September 26, 2006; and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (c) notice of the sale relief sought in the Motion and the Sale Hearing was sufficient under the circumstances, (d) a sound business purpose exists to grant the

relief granted herein, and (e) 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 Motion, the Debtors’ Response and the PNC Responses at the Sale Hearing establish just cause to grant the relief ordered herein;

THE COURT HEREBY FINDS AND DETERMINES THAT:

A. The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such and vice versa. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. Any defined terms used herein and not defined herein shall be defined as set forth in the Agreement. A copy of the Agreement is attached to this Order as **Exhibit A**.

B. As evidenced by the affidavits of service and publication previously filed by Debtors with the Court, and based on the representations of counsel at the Sale Hearing that notices were served pursuant to the notice provisions set forth in the Bidding Procedures Order, (1) proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, the Cure Notices and the Sale was provided in accordance with Bankruptcy Rules 2002(a), 6004(a) and 6006(c) and in compliance with the Bidding Procedures Order which approved the Bidding Procedures for the sale of the Acquired Assets to the highest and best bidder at the Auction held on September 25, 2006 (hereafter the “Auction”); (2) such notice was good and sufficient, and appropriate under the particular circumstances, and reasonably calculated to reach and apprise all holders of Interests (as hereafter defined) about the Sale involving the Business and the Acquired

Assets, the Bidding Procedures, the Auction, the Cure Amounts, the assumption, assignment and sale of the Assumed Executory Contracts and the other relief granted herein and satisfied all requirements for due process; and (3) no other or further notice of the Motion, the Sale Hearing, the Cure Amounts or the Sale or any other form of relief granted herein is or shall be required.

C. As demonstrated by the testimony and/or other evidence proffered or adduced at the Sale Hearing and the representations of counsel made on the record at the Sale Hearing, (1) Debtors have appropriately marketed the Business, including the Acquired Assets, and conducted a sale process in full compliance with the Bidding Procedures Order (including with respect to the solicitation and evaluation of bids, the conduct of the Auction and the acceptance of the offer set forth in the Agreement) and all such actions are hereby ratified and approved; (2) the Bidding Procedures and the Auction were duly noticed and conducted in a non-collusive, fair and good faith manner; (3) a reasonable opportunity has been given to any interested party to make a higher and better offer for the Business and the Acquired Assets and the Assumed Executory Contracts; and (4) Debtors determined that the final bid submitted by Purchaser at the Auction represented the Final Accepted Offer as that term is defined in the Bidding Procedures Order.

D. Upon entry of this Order, Debtors (1) have full corporate power and authority to execute the Agreement; (2) have all of the corporate power and authority necessary to consummate the Sale and execute any and all documents contemplated by and pursuant to the Agreement; (3) have taken all corporate action necessary to authorize and approve the Agreement and the consummation by Debtors, as sellers, of the sale contemplated thereby; and (4) do not need any consents or approvals, other than those expressly provided for in the Agreement, to consummate the transactions contemplated by the Agreement.

E. Approval of the Agreement and consummation of the Sale contemplated thereby at this time is in the best interests of Debtors, their bankruptcy estates, their creditors and other parties in interest, as Debtors have determined in their reasoned business judgment that they no longer have the financial ability to continue operations of the Business in the Ordinary Course of Business and that a going concern sale prior to the filing of a plan of reorganization provides the best opportunity under the circumstances to maximize the value of the Business and the Acquired Assets for all constituencies.

F. Debtors have advanced sound and sufficient business reasons, and it is a reasonable exercise of Debtors' business judgment, to sell all right, title and interest in and to the Acquired Assets on the terms set forth in the Agreement and to consummate the Sale. Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for completing the Sale prior to confirmation of a plan of reorganization consistent with In re Lionel Corp., 722 F.2d 1063 (2d Cir. 1983), and other applicable law.

G. The Agreement and the Sale were negotiated, proposed and entered into by Debtors and Purchaser without collusion, in good faith and from arm's-length bargaining positions. Purchaser agreed to provisions in the Agreement approved in the Bidding Procedures Order which would enable Debtors to deal with any other party interested in acquiring the Acquired Assets and to accept a higher and better offer for the Acquired Assets; Purchaser in no way induced or caused the Chapter 11 filings of Debtors; and all payments to be made by Purchaser and other agreements or arrangements entered into by Purchaser in connection with the Sale have been disclosed. Neither Debtors nor Purchaser have engaged in any conduct that would cause or permit the Agreement or the Sale to be avoided under section 363(n) of the Bankruptcy Code and the Agreement and the Sale therefore are not avoidable.

H. Purchaser is purchasing the Acquired Assets in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to all of the protections afforded thereby.

I. Purchaser is not an "insider" of Debtors, as that term is defined in section 101(31) of the Bankruptcy Code. Purchaser is a third-party purchaser unrelated to Debtors. No common identity of incorporators, directors or stockholders exists between Purchaser and Debtors.

J. The consideration provided by Purchaser pursuant to the Agreement: (1) is fair and reasonable under the circumstances of Debtors; (2) is the highest and best offer for the Acquired Assets under the circumstances of these cases for the reasons stated on the record at the Sale Hearing; (3) will provide a greater recovery to Debtors' bankruptcy estates, creditors and other parties in interest than would be provided by (a) a sale of the Business and the Acquired Assets to an alternative purchaser or (b) liquidation, which in the reasonable business judgment of Debtors are the only other available alternatives with respect to the Business and the Acquired Assets; and (4) provides for the creation of a pool of proceeds from the Sale to be either set aside for or paid to creditors of Debtors, which amount represents the indubitable equivalent or the value of Lien interests in the Acquired Assets which are or may be the collateral of one or more holders of Lien interests and which amount exceeds the liquidation value of Lien interests in the Acquired Assets. Purchaser is not purchasing all of Debtors' assets. Purchaser is not purchasing any rights, claims or causes of action of Debtors arising under chapter 5 of the Bankruptcy Code or other Excluded Assets.

K. The sale transfer of the Acquired Assets to Purchaser or its assignee will be a legal, valid and effective transfer of the Acquired Assets and, except for the Assumed

Obligations or as otherwise expressly provided for by this Order or the Agreement, will vest Purchaser (or its assignee) with all right, title and interest of Debtors, as sellers, in and to the Acquired Assets, free and clear of all Claims, Liens, encumbrances and other interests (collectively, the "Interests"), including, but not limited to (1) all deeds of trust and security interests in favor of or for the benefit of any secured lender, including, without limitation, any replacement liens previously granted to any such party by any order of this Court; (2) those that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal or termination of Debtors' or Purchaser's interest in the Business or the Acquired Assets, or any similar rights; (3) those relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Business or any of the Acquired Assets prior to the consummation of the Sale (the "Closing"); and (4) (a) those arising under all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership and (b) all debts arising in any way in connection with any agreements, acts or failures to act of any of Debtors or any of their predecessors or affiliates, claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of any of Debtors' bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including, but not limited to, Claims otherwise arising under doctrines of successor liability to the greatest extent permitted by applicable law.

L. Except as expressly set forth in this Order, the Agreement or the Assumed Executory Contracts, Purchaser shall have no liability for any liability, Claim, Interest or other obligation of or against Debtors related to the Business or the Acquired Assets by reason of the Sale, including but not limited to the transfer of the Acquired Assets to Purchaser. Purchaser shall not be deemed, as a result of any action taken in connection with the purchase of the Business or the Acquired Assets, to: (1) be a successor to Debtors (other than with respect to the Assumed Obligations or as otherwise expressly provided for in this Order or in the Agreement and for any obligations arising under the Assigned Agreements from and after the Closing); or (2) have, *de facto* or otherwise, merged with or into Debtors. Purchaser is not acquiring or assuming any liability, warranty or other obligation of Debtors, except as otherwise expressly set forth in this Order, the Agreement or in any Assumed Executory Contracts. Purchaser is assuming only those warranty obligations of Debtors that relate to products shipped or delivered and services performed that remain unbilled or unpaid as of the Closing, and other than warranty obligations arising out of or relating to a breach of the Agreement that occurred prior to the Closing; provided, however, Purchaser shall retain all rights and remedies of Debtors with respect to accounts receivable for such products shipped or services performed and nothing herein shall be deemed to limit Purchaser's rights or remedies or excuse of performance with respect to the party from whom the receivable is due. Except as expressly provided in the Agreement, Debtors' employees who are hired by Purchaser are being hired under new employment contracts or other arrangements to be entered into or to become effective upon or after the Closing Date.

M. Purchaser would not have entered into the Agreement and would not consummate the Sale contemplated thereby, thus adversely affecting Debtors, their bankruptcy

estates and creditors and other stakeholders, if the Sale involving the Business and the Acquired Assets to Purchaser (or its assignee), the assumption, assignment and sale of the Assumed Executory Contracts to Purchaser (or its assignee) and the assumption of the Assumed Obligations by Purchaser (or its assignee) were not, except as otherwise provided for in this Order, the Agreement, or the Assigned Executory Contracts, free and clear of all Interests of any kind or nature whatsoever, or if Purchaser would, or in the future could, be liable for any of such Interests including, but not limited to, (1) any employment or labor agreements; (2) all deeds of trust and security interests in favor of or for the benefit of a party with liens and security interests against property of Debtors, including the Acquired Assets, including any replacement liens previously granted to any party asserting liens and security interests in and to property of Debtors by any order of this Court, and any claims of such parties against Debtors; (3) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of Debtors; (4) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related Claim, including, without limitation, Claims that might otherwise arise under or pursuant to (a) the Employee Retirement, Income, Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967, (g) the Consolidated Omnibus Budget Reconciliation Act of 1985, (h) the Jones Act, (i) the Missouri Human Rights Act, (j) the Worker Adjustment and Retraining Notification Act, as amended, or (k) Missouri unemployment compensation laws or any other similar state laws; (5) any products liability or similar Claims, whether pursuant to any state or federal laws or otherwise, including, without limitation, asbestos-related Claims; (6) environmental Claims or

Liens arising from conditions first existing on or prior to the Closing (including, without limitation, the presence of hazardous, toxic, polluting or contaminating substances or waste) that may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.*, or similar state statute; (7) any bulk sales or similar law; (8) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (9) any theories of successor liability.

N. Debtors may sell the Acquired Assets free and clear of all Interests of any kind or nature whatsoever as contemplated by the Agreement because, in each case, one or more of the standards set forth in sections 363(f)(1) through 363(f)(5) of the Bankruptcy Code have been satisfied, including for the reasons stated on the record at the Sale Hearing. Those holders of Interests and non-debtor parties to Assumed Executory Contracts that did not object, or who withdrew their objections to the Motion or the Sale, are deemed to have consented to the Sale to Purchaser pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests and non-debtor parties to Assumed Executory Contracts that did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests, if any, attach to the net cash proceeds of the Sale ultimately attributable to the property against or in which they claim an Interest.

O. Debtors have demonstrated that it is an exercise of their sound business judgment to assume, assign and sell the Assumed Executory Contracts to Purchaser (or its assignee) in connection with the consummation of the Sale, and the assumption, assignment and sale of the Assumed Executory Contracts is in the best interests of Debtors, their bankruptcy estates and their creditors and other stakeholders. The Assumed Executory Contracts being

assigned to, and the related liabilities being assumed by, Purchaser are an integral part of the Acquired Assets and Business being purchased by Purchaser, and, accordingly, such assumption, assignment and sale of Assumed Executory Contracts and related liabilities are reasonable, enhance the value of Debtors' bankruptcy estates and do not constitute unfair discrimination.

P. In accordance with and in satisfaction of section 365(b)(1)(C), Purchaser has provided adequate assurance of its future performance under each of the Assumed Executory Contracts and, in accordance with and in satisfaction of sections 365(b)(1)(A) and (B) of the Bankruptcy Code, Debtors and/or Purchaser's payment of the amounts referenced on Schedules [2.1(a)(vi) and 4.16] to the Agreement (the "Cure Costs") shall cure any and all monetary defaults that may exist under the Assumed Executory Contracts and shall compensate each party to an Assumed Executory Contract for any actual pecuniary loss resulting therefrom.

Q. The Acquired Assets do not include "personally identifiable information" as defined in Bankruptcy Code Section 101(41A).

NOW, THEREFORE, THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES, EFFECTIVE IMMEDIATELY, AS FOLLOWS:

General Provisions

1. The sales relief requested in the Motion is GRANTED and approved in all respects, pursuant to sections 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 2004, 6004 and 6006, 9006 and 9014.

2. All objections to the Motion or the relief requested therein, including the Objections and any objections otherwise raised at the Sale Hearing that have not been withdrawn, waived or settled, and all reservations of rights included in such objections, are overruled on the merits.

Approval of the Agreement

3. The Agreement in its entirety (including, without limitation, all exhibits and schedules thereto) and any ancillary agreements (including, without limitation, the Assumption and Assignment Agreement and the Intellectual Property Assignment Agreement) and all of the terms and conditions thereof are hereby approved in all respects. The Parties are authorized to make nonmaterial modifications to the Agreement without further order of the Bankruptcy Court.

4. Pursuant to section 363(b) of the Bankruptcy Code, Debtors are authorized to perform their obligations under and comply with the terms of the Agreement, and consummate the Sale pursuant to and in accordance with the terms and conditions of the Agreement.

5. Debtors are authorized and directed to execute and deliver, and empowered to perform under, consummate and implement the Agreement and the Sale, together with all additional instruments and documents that Debtors or Purchaser deem necessary or appropriate to implement the Agreement and effectuate the Sale, and to take all other and further actions as may be requested by Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to Purchaser (or its assignee) or reducing to possession the Acquired Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement.

Transfer of Acquired Assets

6. Except for the Assumed Obligations or as otherwise expressly provided for in this Order or in the Agreement, or the Assumed Executory Contracts, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Acquired Assets shall be transferred, sold and conveyed to Purchaser (or its assignee) and upon the Closing shall be free and clear of all Interests of any kind or nature whatsoever, and all such Interests of any kind or nature whatso-

ever shall attach to the net cash proceeds of the Sale in the order of their priority, with the same validity, force and effect that they now have as against the Acquired Assets, subject to any claims and defenses that Debtors may possess with respect thereto, and distributed at Closing as set forth in this Order. Without limiting the generality of the foregoing, Purchaser (or its assignee) shall acquire the Acquired Assets free and clear of any and all workers' compensation liabilities of Debtors and the workers' compensation obligations of Purchaser or its assignee shall be limited to premiums, costs or claims for work-related injuries, death or diseases filed by employees of Purchaser (or its assignee) or their dependents relating to incidents, events or exposures occurring in the course of and resulting from employment with Purchaser (or its assignee) after the date of the Closing.

7. Except as expressly permitted or otherwise specifically provided for by this Order or the Agreement, all persons and entities, including, but not limited to, all debt security holders; equity security holders; governmental, tax and regulatory authorities; lenders; trade creditors; and other creditors holding Interests of any kind or nature whatsoever against the Business and/or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with or in any way relating to Debtors, the Business and/or the Acquired Assets, the operation of the Business and/or the Acquired Assets prior to the Closing or the Sale are forever barred, estopped and permanently enjoined from asserting against Purchaser, its successors or assigns, its property, the Business or the Acquired Assets such persons' or entities' Interests.

8. The transfer of the Acquired Assets to Purchaser (or its assignee) pursuant to the Agreement constitutes a legal, valid and effective sale and transfer of the Acquired Assets, and shall vest Purchaser (or its assignee) with all right, title and interest of Debtors in and to the

Acquired Assets, free and clear of all Interests of any kind or nature whatsoever other than as expressly permitted by this Order or the Agreement. The Purchase Price for the Business and Acquired Assets and the terms of the Agreement are fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code, and shall be deemed to constitute fair consideration under the Bankruptcy Code and other applicable laws.

9. Upon the Closing of the Sale, each of Debtors' creditors and any other holder of an Interest is authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests in the Acquired Assets, if any, as such Interests may have been recorded or may otherwise exist.

10. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Interests in the Business or the Acquired Assets shall not have delivered to Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction or releases of all Interests that the person or entity has with respect to Debtors, the Business or the Acquired Assets or otherwise, then (a) Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Business or the Acquired Assets and (b) Purchaser (or its assignee) is hereby authorized to file, register or otherwise record a certified copy of this Order, which shall constitute conclusive evidence of the release of all Interests in the Business or the Acquired Assets of any kind or nature whatsoever, provided, however, that the failure of Debtors to execute and file the foregoing shall not in any manner whatsoever adversely affect the sale of the Assets to Purchaser free and clear of any such Liens. With respect to any equipment leased by Debtors that is subject to a lien securing Debtors' obligations under that

certain Revolving Credit, Term Loan, Equipment Loan and Security Agreement dated June 18, 1999 between Debtors and PNC, and which equipment is leased pursuant to an agreement that is assumed by Debtors and assigned to Purchaser pursuant to the Agreement or this Order, effective upon the Closing, and at Purchaser's option, PNC shall be deemed to have either released such lien or assigned such lien to Purchaser.

Assumption and Assignment of Assigned Agreements

11. Pursuant to section 365 of the Bankruptcy Code and subject to and conditioned in all cases upon the Closing of the Sale, Debtors' assumption, assignment and sale to Purchaser (or its assignee) of the Assumed Executory Contracts and Purchaser's (or its assignee's) assumption of such Assumed Executory Contracts on the terms set forth in the Agreement and the Assignment and Assumption Agreement, and the Cure Amounts for the Assumed Executory Contracts set forth on **Exhibit B** hereto, are hereby approved, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed fully satisfied.

12. Consistent with Section 2.8 of the Agreement, following the Closing, Purchaser may add Contracts to the list of Assumed Executory Contracts (and all such Contracts added to Schedule 2.1(a)(vi) to the Agreement are, collectively, the "Additional Assumed Executory Contracts") and any related cure costs to Schedules 2(a)(vi) and 4.16 of the Agreement. Debtors shall serve each party to Additional Assumed Executory Contracts with notice of (a) the proposed assumption and assignment of the Additional Assumed Executory Contracts, (b) the amount of any Cure Costs and (c) the deadline for filing an objection to the proposed assumption and assignment and/or to the Cure Costs (which deadline shall not be less than 15 days after service of the notice by Debtors). If no timely objection is filed, then, subject only to the Closing of the Sale and the payment of the respective Cure Costs, Additional

Assumed Executory Contracts shall be deemed for all purposes to be Assumed Executory Contracts assumed by Debtors, assigned and sold to Purchaser (or its assignee) and part of the Acquired Assets. If a timely objection is filed, then the Additional Assumed Executory Contracts may become Assumed Executory Contracts only upon withdrawal of the objection or further order of this Court. The payment of Cure Costs related to the Additional Assumed Contracts is subject to the limitations set forth in the Agreement.

13. Debtors hereby are authorized and directed in accordance with sections 105(a) and 365 of the Bankruptcy Code to (a) assume, assign and sell to Purchaser (or its assignee), effective upon the Closing of the Sale, the Assumed Executory Contracts (including the Additional Assumed Executory Contracts) free and clear of all Interests of any kind or nature whatsoever, and (b) execute and deliver to Purchaser such documents or other instruments as Purchaser deems necessary or appropriate to assign and transfer the Assumed Executory Contracts to Purchaser (or its assignee).

14. Debtors and Land Clearance for Redevelopment Authority of Kansas City, Missouri ("LCRA"), are parties to certain contracts, a ground lease, and two personal property leases (the "LCRA Agreements") more particularly identified in the Contracts Assumption Agreement, which is attached hereto as **Exhibit C** and which provides for the modification of the existing LCRA Agreements as set forth therein, the assumption and assignment of the modified LCRA Agreements to reflect limited obligations assumed by Purchaser, subject to the Closing, and the Cure Costs to be paid to or for the benefit of LCRA at the Closing.

15. The Contracts Assumption Agreement is approved. Debtors are authorized to enter into the Contracts Assumption Agreement and to assume and assign the LCRA Agreements, as modified, effective as of the Closing and to execute all documents contemplated

thereby. Notwithstanding any other provision in this Order to the contrary, Debtors or Purchaser, in accordance with the terms of the Agreement, are also authorized and instructed to pay to or for the benefit of LCRA the Cure Costs set forth therein at the Closing. Effective as of the Closing, Purchaser assumes responsibility for and agrees to perform each and every obligation to the extent such obligation arises on or after the date of Closing, as modified by, and only to the extent specifically provided in, the Contracts Assumption Agreement. Under the terms of the Contracts Assumption Agreement, LCRA shall consent, and Debtors' equity interest holder and sublessor, Richard G. Weld, will consent, to Debtors' assignment of the Sublease (Stadium Property) to Purchaser, and the Cure Amount shall be paid in cash for the benefit of LCRA at the Closing Date. LCRA is hereby permanently enjoined from taking any action to terminate or adversely affect the treatment of the Stadium Property as exempt from those state and local property or *ad valorem* taxes levied by the City of Kansas City, Missouri, Jackson County, Missouri, the State of Missouri, or any other taxing authority, including any local or general laws since the commencement date of the Sublease (Stadium Property) by and between the LCRA and Richard G. Weld until the stated expiration of the Sublease in 2013 and any extension thereof, except as specifically authorized under the LCRA Modification Agreement. Each and every other creditor or equity security holder of Debtors, including without limitation, each and every holder of an allowed claim or allowed interests, is hereby permanently enjoined from asserting against Purchaser and its direct and indirect parents, subsidiaries, affiliates, and agents, any claim arising from or related to the LCRA Agreements. If the Sublease of the Stadium Property, assumed and assigned by Weld Racing, Inc. to Purchaser pursuant to this Order, is rejected or in any way adversely affected in any subsequent proceeding by or against any lessee/sublessor of the Stadium Property, Purchaser shall retain all rights thereunder and pursuant to the related agree-

ments of Weld Racing, Inc., as such related agreements are amended and assumed by Purchaser pursuant to the Contracts Assumption Agreement, and upon Closing of the Sale, Bankruptcy Code Sections 365(h)(1)(A) and (B) shall apply to any rejection of the Sublease subsequent to the Closing or in any bankruptcy case of the lessee/sublessor of the Stadium Property. Further, if the lease is rejected, Purchaser shall be deemed to be the lessee of the Stadium Property pursuant to the terms of the Sublease in all respects.

16. Debtor Weld Racing, Inc. and the EDC Loan Corporation (“EDC”) are parties to that certain Equipment Lease Between EDC Loan Corporation and Weld Racing, Inc., dated October 29, 2004 (the “EDC Equipment Lease”). Subject to final approval of the language, the parties have agreed to modify the EDC Equipment Lease pursuant to the terms set forth in **Exhibit D** hereto (which terms, in substantially similar form, shall be incorporated into a Lease Assumption Agreement). The Lease Assumption Agreement shall provide, among other things, for the modification of the EDC Equipment Lease, for the assumption and assignment of the EDC Equipment Lease as modified, subject to the Closing, and for the Cure Cost to be paid to or for the benefit of EDC at the Closing and the limited obligations assumed by Purchaser.

17. The assumption and assignment of the EDC Equipment Lease as described above is hereby approved. Debtors are authorized to enter into the modifications described and to assume and assign the EDC Equipment Lease, as modified, effective as of the Closing. Notwithstanding any other provision in this Order to the contrary, Debtors or Purchaser, in accordance with the terms of the Agreement, are also authorized and instructed to pay to EDC the Cure Costs set forth therein at the Closing. Effective as of the Closing, Purchaser assumes responsibility for and agrees to perform each and every obligation to the extent such obligation arises on or after the date of Closing, as modified by, and only to the extent specifically provided

in, the Lease Assumption Agreement to be entered into. Each and every creditor or equity security holder of Debtors, including without limitation, each and every holder of an allowed claim or allowed interests, is hereby permanently enjoined from asserting against Purchaser and its direct and indirect parents, subsidiaries, affiliates and agents, any claim arising from or related to any EDC-related agreements other than as shall specifically be provided in the Lease Assumption Agreement.

18. With respect to the Assumed Executory Contracts (which term shall also include all the Additional Assumed Executory Contracts): (a) the Assumed Executory Contracts shall be transferred and assigned to, and following the Closing of the Sale, remain in full force and effect for the benefit of Purchaser (or its assignee), notwithstanding any provision in any such Assumed Executory Contracts (including those of the type described in sections 365(b)(2) and 365(f) of the Bankruptcy Code) that prohibits, restricts or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, Debtors shall be relieved from any further liability with respect to the Assumed Executory Contracts after such assumption by Debtors and assignment and sale to Purchaser (or its assignee); (b) each Assumed Executory Contract is an executory contract under section 365 of the Bankruptcy Code; (c) Debtors may assume each of the Assumed Executory Contracts in accordance with section 365 of the Bankruptcy Code; (d) Debtors may assign each Assumed Executory Contract in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assumed Executory Contracts that prohibit or condition the assignment of such Assumed Executory Contracts or allow the party to such Assumed Executory Contracts to terminate, recapture, impose any penalty, condition renewal or extension or modify any term or condition upon the assignment of such Assumed Executory Contracts, constitute unenforceable anti-assignment provisions, which

are void and of no force and effect; (e) all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by Debtors and sale and assignment to Purchaser (or its assignee) of each Assumed Executory Contracts have been satisfied; and (f) upon Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, Purchaser (or its assignee) shall be fully and irrevocably vested in all right, title and interest of each Assumed Executory Contract.

19. All defaults or other obligations of Debtors under the Assumed Executory Contracts arising or accruing prior to the Closing (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 cured by Debtors and Purchaser in accordance with terms of the Agreement by payment of the Cure Costs, and Purchaser (or its assignees) shall have no liability or obligation arising or accruing prior to the date of the Closing, except as otherwise expressly provided in the Agreement. Except as expressly set forth in the provisions of the Bidding Procedures Order relating to cure claims with respect to the Assumed Executory Contracts, the sole amounts necessary under section 365(b) of the Bankruptcy Code to cure all monetary defaults under the Assumed Executory Contracts shall be established in accordance with such procedures, and no other amounts are or shall be due to the non-debtor parties in connection with the assumption by Debtors and the assignment to Purchaser (or its assignee) of the Assumed Executory Contracts.

20. Each non-debtor party to an Assumed Executory Contract hereby is forever barred, estopped and permanently enjoined from (a) asserting against Debtors or Purchaser or the property of any of them, any default arising prior to or existing as of the Closing or, against Purchaser, any counterclaim, defense, setoff or any other Claim asserted or assertable against Debtors; and (b) imposing or charging against Purchaser or Debtors any rent

accelerations, assignment fees, increases or any other fees as a result of Debtors' assumption, assignment and sale to Purchaser (or its assignee) of the Assumed Executory Contracts. The validity of such assumption, assignment and sale of Assumed Executory Contracts shall not be affected by any dispute between Debtors and any non-debtor party to an Assumed Executory Contract.

21. The failure of Debtors or Purchaser to enforce at any time one or more terms or conditions of any Assumed Executory Contracts shall not be a waiver of such terms or conditions, or of Debtor's and Purchaser's rights to enforce every term and condition of the Assumed Executory Contracts.

22. Debtors, in accordance with sections 363(b) and 365 of the Bankruptcy Code, are authorized to execute and deliver the Assumption and Assignment Agreement, and are further empowered to consummate, perform under and implement the Assumption and Assignment Agreement.

23. The Objections filed by Orix Financial Services, Inc. ("Orix") [Docket No. 169], The CIT Group/Equipment Financing, Inc. ("CIT") [Docket No. 170] and Wells Fargo Equipment Finance ("Wells Fargo") [Docket No. 182], have been resolved as follows: Orix, CIT and Wells shall be entitled to allowed secured claims in the amounts of \$370,809.90, \$170,000, and \$240,000 respectively, which allowed secured claims shall be paid and fully satisfied in such amounts from the net cash proceeds from the Sale at Closing. Such payments are in full satisfaction of the claims of these creditors against the Debtors' estates and in full satisfaction of any guaranties held in connection with such claims.

24. The Objection filed by Missouri Department of Economic Development [Docket No. 207] has been resolved pursuant to the Lease Assumption Agreement attached as **Exhibit D** hereto.

25. The Objection filed by Bank of the West (“Bank of the West”) [Docket No. 192] and Northland National Bank (“Northland”) [Docket No. 208], has been resolved as follows: Upon Closing, Debtors shall segregate and hold in escrow five million three hundred seventy dollars and no cents (\$5,370,000) of the net cash proceeds of the Sale (the “Escrowed Sale Proceeds”) subject to further order of the Court determining the validity, value and extent of the liens and security interests asserted by Bank of the West and Northland (collectively, the “Remaining Equipment Lender Claims”) on certain of the Acquired Assets. The Debtors, the Creditors Committee, PNC Bank, any individual creditor, or any trustee or representative of these estates shall have the right to challenge the validity, amount, and priority of the claims of the Remaining Equipment Lender Claims. The remaining balance of the net cash proceeds of the Sale shall be irrevocably paid upon Closing to PNC Bank to reduce the outstanding indebtedness owed to PNC Bank under that certain Stipulation and Final Order (I) Authorizing Secured Post-Petition Financing on a Superpriority Basis Pursuant to 11 U.S.C. § 364, (II) Authorizing Use of Cash Collateral Pursuant to 11 U.S.C. §§ 363 and 364, and (III) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 363 and 364, entered in this chapter 11 case (the “DIP Financing Order”), and the Pre-Petition Loan Agreements (as defined in the DIP Financing Order), provided however, that notwithstanding the foregoing, in the event that the Remaining Equipment Lender Claims are determined by final, non-appealable orders of the Court to be secured claims in the aggregate total amount in excess of the Escrowed Sale Proceeds, PNC Bank shall return up to the maximum total amount of three hundred six thousand dollars and no cents

(\$306,000) from the net cash proceeds of the Sale that it received to such party or parties as directed by the Court to pay the excess amount of the secured claims of the Remaining Equipment Lender Claims. To the extent that the Remaining Equipment Lender Claims are determined by final, non-appealable orders of the Court to be secured claims that aggregate less than the full amount of the Escrowed Sale Proceeds, then the portion of the Escrowed Sale Proceeds sufficient to satisfy such secured claims will be paid from the Escrowed Sale Proceeds and the remainder of the Escrowed Sale Proceeds (the "Excess Escrow Amount") will be paid to PNC Bank to further reduce the outstanding indebtedness owed to PNC Bank, provided however, that PNC Bank agrees to pay to the Creditors Committee for and on behalf of the unsecured creditors and the Debtors' estates one half (1/2) of the Excess Escrow Amount up to two million dollars and no cents (\$2,000,000) and all of the remaining Excess Escrow Amount in excess thereof. In consideration of the foregoing, the Creditors Committee on its own behalf and on behalf of the unsecured creditors of the estate, hereby agrees to waive and release its rights under the DIP Financing Order to challenge the amount, validity, enforceability, perfection or priority of the Pre-Petition Indebtedness or PNC Bank's liens on the Pre-Petition Collateral (as such terms are defined in the DIP Financing Order) or otherwise assert any claims or causes of action against PNC Bank relating to the Pre-Petition Indebtedness, and acknowledges and agrees that paragraphs 25 and 26 of the DIP Financing Order are binding on the Creditors Committee and all unsecured creditors. PNC Bank acknowledges and agrees that it remains obligated to fund the accrued administrative expenses set forth in the Budget to the DIP Financing Order that accrued or shall accrue through the earlier of the Closing or the end of the Term of the DIP Financing Order. Upon reasonable notice and at reasonable hours Purchaser will allow the property that served as collateral for Debtors' obligations to Bank of the West and Northland prior to the

Closing to be inspected for purposes of making the determinations contemplated by this paragraph.

26. The Objections filed by Richard G. Weld (“Weld”) [Docket No. 176], Weld III, L.P. (“Weld III”) [Docket No. 177], Sun Life Assurance Company (“Sun Life”) [Docket No. 179], Enterprise Bank & Trust (“Enterprise”) [Docket No. 175], and Harrington Bank (“Harrington”) [Docket No. 185] have been resolved and these parties will be paid the cure amounts under the respective contracts and leases at issue as set forth on **Exhibit B** attached hereto.

Additional Provisions

27. Except as otherwise expressly provided for in this Order or the Agreement, after the Closing, Debtors and their bankruptcy estates shall have no further liabilities or obligations with respect to any Assumed Obligations and all holders of such Claims are forever barred and estopped from asserting such Claims against Debtors, their successors or assigns, their property or their assets or estates.

28. This Order (a) shall be effective as a determination that, except for the Assumed Obligations at Closing or as otherwise expressly provided for in this Order or in the Agreement, all Interests of any kind or nature whatsoever existing as to the Acquired Assets prior to the Closing have been unconditionally released, discharged and terminated as set forth herein, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any

documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

29. Each and every federal, state and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by this Order and the Agreement.

30. Except as otherwise expressly provided for in this Order or in the Agreement, Purchaser shall have no obligation to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any under-funding with respect to any and all pension plans) or any other payment with respect to employees or former employees of Debtors or the Business. Except as otherwise expressly provided for in this Order or in the Agreement, Purchaser shall have no liability with respect to any collective bargaining agreement, employee pension plan, employee welfare or retention, benefit and/or incentive plan to which any of Debtors with respect to the Business is a party and relating to the Acquired Assets (including, without limitation, arising from or related to the rejection or other termination of any such agreement), and Purchaser shall in no way be deemed party to or assignees of any such agreement, and no employee of Purchaser shall be deemed in any way covered by or a party to any such agreement, and except for the Assumed Obligations or as otherwise expressly provided for in this Order or in the Agreement, all parties to any such agreement are hereby enjoined from asserting against Purchaser any and all Claims arising from or relating to such agreement.

31. Purchaser is not assuming or obligated to pay, perform or otherwise discharge any workers' compensation debts, obligations and liabilities of Debtors with respect to the Business arising pursuant to the Missouri Workers' Compensation Act or pursuant to the

actions, resolutions, rules or regulations of the governing body or agency responsible for administration of workers compensation in the State of Missouri or any related board or administrative body. This free and clear order with respect to workers' compensation obligations or liabilities is intended to be all inclusive and shall include, but not be limited to, workers' compensation claims or suits of any type, whether now known or unknown, whenever incurred or filed, which have occurred or which arise from work-related injuries, diseases, death, exposures, intentional torts, acts of discrimination or other incidents, acts or injuries prior to the date of the Closing, including, but not limited to, any and all workers' compensation claims filed or to be filed, or reopenings of those claims, by or on behalf of any of Debtors' current or former employees, persons on laid-off, inactive or retired status, or their respective dependents, heirs or assigns, as well as any and all premiums, assessments or other obligations of any nature whatsoever of Debtors relating in any way to workers' compensation liability of the Business.

32. In addition, except as otherwise expressly provided for in this Order or in the Agreement, Purchaser shall not assume or be obligated to pay, perform or otherwise discharge any debts, obligations and liabilities of Debtors arising pursuant to Debtors' ownership or operation of the Business, the Acquired Assets or its facilities prior to the date of the Closing with respect to actions, claims, suits, torts, liabilities or obligations of Debtors relating to former employees, persons on laid-off, inactive or retired status, or their respective dependents, heirs or assigns, who have received, who are receiving as of the date of the Closing or who are or could be eligible to receive any short-term or long-term disability benefits, or any other benefits of any kind arising out of or relating in any way to the employment of persons by Debtors and the Business, including but not limited to, benefits or claims under any Missouri unemployment compensation laws or any other similar state laws; Title VII of the Civil Rights Act of 1964, as

amended; the Americans with Disabilities Act of 1990; the Missouri Human Rights Act; the Age Discrimination in Employment Act, as amended; the Jones Act; the Worker Adjustment and Retraining Notification Act, as amended, or any other state or federal benefits or claims relating to any employment with Debtors, the Business or any predecessors of the foregoing.

33. All entities that are in possession of some, any or all of the Acquired Assets upon the Closing hereby are directed to surrender possession of the Acquired Assets to Purchaser (or its assignee) at the Closing.

34. Except for the Assumed Obligations or as otherwise expressly provided for in this Order, the Agreement or the Assumption and Assignment Agreement, Purchaser shall have no liability or responsibility for any liability or other obligation of Debtors arising under or related to the Business or the Acquired Assets. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the Agreement and the Assumption and Assignment Agreement, Purchaser shall not be liable for any Claims against Debtors or any of its predecessors or Affiliates with respect to the Business, the Acquired Assets or otherwise and Purchaser shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, *de facto* merger or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to Debtors or the Business or any obligations of Debtors arising prior to the Closing, including, but not limited to, liabilities on account of any Taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Business or the Acquired Assets prior to the Closing. Purchaser has given substantial consideration under the Agreement for the benefit of holders of Interests. The consideration given by Purchaser shall constitute valid and valuable

consideration for the releases of any potential Claims of successor liability of Purchaser, which releases shall be deemed to have been given in favor of Purchaser by all holders of Interests against Debtors, the Business and the Acquired Assets. With respect to warranty obligations, Purchaser is assuming only those warranty obligations of Sellers that relate to products shipped or delivered and services performed that remain unbilled or unpaid as of the Closing, and other than warranty obligations arising out of or relating to a breach of the Agreement that occurred prior to the Closing, provided, however, that Purchaser shall retain all rights and remedies of Debtors with respect to the accounts receivable for such products shipped or services performed and nothing herein shall be deemed to limit Purchaser's rights or remedies or excuse of performance with respect to the party from whom the receivable is due.

35. Except for the Assumed Obligations or as otherwise expressly provided for in this Order, the Agreement or the Assumption and Assignment Agreement, all persons holding Interests against or in Debtors, the Business or the Acquired Assets of any kind or nature whatsoever (including, but not limited to, Debtors and/or their respective successors, including any trustees thereof, creditors, employees, unions, former employees and shareholders, administrative agencies, governmental units, secretaries of state and federal, state and local officials maintaining any authority relating to any environmental, health and safety laws, and their respective successors or assigns) hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing such Interests of any kind or nature whatsoever against Purchaser, its property or their successors and assigns or the Acquired Assets, as an alleged successor or otherwise, with respect to any Interest of any kind or nature whatsoever such person or entity had, has or may have against or in Debtors, Debtors'

bankruptcy estates, their respective officers, directors or shareholders, the Business or the Acquired Assets.

36. Upon the Closing, the Assets transferred, sold, conveyed, assigned and delivered to Purchaser shall be free and clear of all encumbrances, obligations, interests, liabilities, contractual commitments or other Claims, including, without limitation, any theory of successor liability, *de facto* merger, or substantial continuity, whether based in law or equity, employee benefit obligations (including, without limitation, under the Employee Retirement Income Security Act, the Comprehensive Omnibus Budget Reconciliation Act, CERCLA and all other Environmental Laws), any Warn Act liabilities, any security interest, mortgage, lien, right of set off or recoupment, charge against or interest in property, adverse claim, claim of possession, right of way, license, easement or restriction of any kind, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership or any option to purchase, option, charge, retention agreement which is intended as security or other matters, including, without limitation, any item included in the definition of "Lien" or "Liens" set forth in the Agreement or Interests (such terms to be deemed to exclude any and all Permitted Liens of any person or entity that encumber or relate to or purport to encumber or relate to the Acquired Assets). Purchaser shall not have any liability whatsoever for any obligation arising or accruing at any time, either before, on or after Closing, or relating to any incident which occurred or which will occur in the future for death, personal injury, other injury to persons or damage to property relating to, resulting from, caused by or arising out of, directly or indirectly, the use of or exposure to any of the Acquired Assets or wheels and/or wheel products designed, manufactured, serviced or sold, or services performed by, the Sellers or the operation of the Business prior to the Closing, including asbestos.

37. This Court retains jurisdiction to enforce and implement the terms and provisions of this Order, the Agreement (and all agreements ancillary to the Agreement), all amendments thereto, any waivers and consents thereunder, each of the agreements executed in connection therewith, the Assumed Executory Contracts and the Assumption and Assignment Agreement in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Acquired Assets to Purchaser; (b) compel performance of other obligations owed by or to Debtors; (c) resolve any disputes arising under or related to the Agreement, except as otherwise provided therein; (d) resolve any disputes relating to an Assumed Executory Contract (including the enforceability and interpretation thereof) or the assumption, assignment and sale thereof; (e) interpret, implement and enforce the provisions of this Order, and (f) protect Purchaser (or its assignee) against (i) any of the Unassumed Liabilities or (ii) the assertion of any Interests against the Acquired Assets, of any kind or nature whatsoever.

38. The Auction and purchase of the Acquired Assets and the Sale contemplated by the Agreement are all undertaken by Purchaser without collusion and in “good faith,” as that term is used in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption, assignment and sale of any of the Assumed Executory Contracts), unless such authorization is duly stayed pending such appeal.

39. The sale, transfer and conveyance of the Acquired Assets constitute steps toward the formulation or are in anticipation of the formulation of a plan or plan(s) of reorganization for Debtors, and as such, in accordance with section 1146(a) of the Bankruptcy Code, the making or delivery of any instrument of transfer to effectuate the Agreement and the Sale shall not be taxed under any law imposing a stamp tax or a sale, transfer or any other similar

tax, and the recordation of any instruments (including but not limited to bills of sale, assignment and amendments thereto) to evidence the Sale shall not be subject to any such tax.

40. The terms and provisions of the Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, Debtors, their bankruptcy estates and their creditors, Purchaser and its successors and assigns, and any affected third parties, including, but not limited to, all persons asserting an Interest in the Business and/or Acquired Assets, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding. This Order and the Agreement (a) shall be binding in all respects upon all creditors of and holders of equity interests in Debtors (whether known or unknown), any holders of Interests, all non-debtor parties to the Assumed Executory Contracts, all successors and assigns of Purchaser, Debtors and their affiliates and subsidiaries, the Acquired Assets, the Business, and any subsequent trustees appointed in Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of Debtors' cases; and (b) shall not be subject to rejection. Nothing contained in any Chapter 11 plan(s) of reorganization or liquidation confirmed in Debtors' bankruptcy cases or any related confirmation order shall conflict with or derogate from the provisions of this Order and the Agreement, this Order being in contemplation of, in furtherance of and in connection with such Chapter 11 plan(s) and to be fully incorporated into any such plan(s).

41. The failure specifically to include any particular provisions of the Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

42. Purchaser is the third party beneficiary of any and all nondisclosure or confidential agreements executed by potential bidders or purchasers of the Assets and any such agreements shall be enforceable by Purchaser including all rights and remedies of Debtors provided therein.

43. The Agreement and any related or ancillary agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on Debtors.

44. The name of Debtors shall be changed immediately prior to or upon Closing. All references to Debtors and these cases upon and after Closing shall be as follows: Weld Wheels, Inc. shall be known as XWW, Inc.; Weld Racing, Inc. shall be known as XWR, Inc.; and Weld Distribution, Inc. shall be known as XWD, Inc.

45. Neither Bankruptcy Code Section 363(b)(1) or Rule 6004 (g) or related provisions pertaining to “personally identifiable information” are applicable to the Sale.

46. All equipment serving as collateral for the Borrowing Agreements identified on Schedule 4.24(a)(iii) to the Agreement is owned and not leased by Debtors and is included in the Assets.

47. Notwithstanding anything contained in Bankruptcy Rules 6004(h) or 6006(d) to the contrary, this Order shall be effective and enforceable immediately upon entry. Time is of the essence in closing the Sale under the Agreement and Debtors and Purchaser intend to consummate the transactions contemplated therein as soon as possible, subject, however to their rights under the Agreement. Any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay or risk that appeal being foreclosed as moot.

48. Except as otherwise expressly provided herein, nothing in this Order shall prevent Debtors or the Official Unsecured Creditors Committee from contesting the value of any of the Acquired Assets, which Debtor holds title to the Acquired Assets, or the validity, amount and priority of the liabilities as to each of the Debtors' estates. Each of the parties reserves the right to contest or support a determination of substantive consolidation of these estates at a later time. Nothing set forth in this paragraph 48 shall in any manner whatsoever affect the Sale, Purchaser's acquisition of the Acquired Assets, the Purchase Price for the Acquired Assets or any other part of the Sale and the purpose of which is to preserve the rights of creditors in allocating the Sale proceeds.

49. At Purchaser's option, all Acquired Assets located at the Debtors' Forge Facility located at 1245 Crystal Street, Kansas City, Missouri, and the lease with respect to that facility, shall be acquired by a separate and distinct entity to be identified by Purchaser prior to Closing.

50. Debtors shall serve this Order within two (2) business days after the entry of this Order on all parties who were served with the Sale Motion. Debtors shall deliver a certified copy of this Order to Purchaser by the Closing Date.

Kansas City, Missouri
Dated: September 28, 2006

/s/ Jerry W. Venters
United States Bankruptcy Judge

ORDER SUBMITTED BY:

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