

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ACCURIDE CORPORATION,
*et al.*¹

Debtors.

Chapter 11

Case No. 09-13449 (____)

Joint Administration Pending

**DEBTORS' MOTION FOR ENTRY OF AN ORDER UNDER 11 U.S.C. §§ 105(a), 361
AND 363(b) AUTHORIZING THE DEBTORS TO (I) MAINTAIN EXISTING
INSURANCE POLICIES AND PAY ALL POLICY PREMIUMS AND BROKERS' FEES
ARISING THEREUNDER OR IN CONNECTION THEREWITH, (II) CONTINUE
HONORING PREPETITION LETTERS OF CREDIT AND INSURANCE PREMIUM
FINANCE AGREEMENTS, AND (III) CONTINUE GRANT OF SECURITY INTEREST
TO AN INSURANCE PREMIUM FINANCE COMPANY**

("Insurance Financing Motion")

The above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**"), hereby move this Court (the "**Motion**") for entry of an order, in substantially the form attached hereto as Exhibit A, authorizing, but not directing, the Debtors to (i) maintain their existing insurance policies and pay all policy premiums and brokers' fees arising thereunder or in connection therewith; (ii) continue honoring their obligations pursuant to prepetition letters of credit and insurance premium financing agreements for the purpose of financing the purchase of

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Accuride Corporation, a Delaware corporation (9077); Accuride Cuyahoga Falls, Inc., a Delaware corporation (9556); Accuride Distributing, LLC, a Delaware limited liability company (3124); Accuride EMI, LLC, a Delaware limited liability company (N/A); Accuride Erie L.P., a Delaware limited partnership (4862); Accuride Henderson Limited Liability Company, a Delaware limited liability company (8596); AKW General Partner L.L.C., a Delaware limited liability company (4861); AOT Inc., a Delaware corporation (3088); Bostrom Holdings, Inc., a Delaware corporation (9282); Bostrom Seating, Inc., a Delaware corporation (7179); Bostrom Specialty Seating, Inc., a Delaware corporation (4182); Brillion Iron Works, Inc., a Delaware corporation (6942); Erie Land Holding, Inc., a Delaware corporation (8018); Fabco Automotive Corporation, a Delaware corporation (9802); Gunite Corporation, a Delaware corporation (9803); Imperial Group Holding Corp. -1, a Delaware corporation (4007); Imperial Group Holding Corp. -2, a Delaware corporation (4009); Imperial Group, L.P., a Delaware limited partnership (4012); JAll Management Company, a Delaware corporation (N/A); Transportation Technologies Industries, Inc., a Delaware corporation (2791); and Truck Components Inc., a Delaware corporation (5407). The mailing address for Accuride Corporation is 7140 Office Circle, Evansville, Indiana 47715.

several forms of insurance coverage; and (iii) continue to grant a security interest to the Insurance Premium Finance Company (as defined below). In support of this Motion, the Debtors respectfully state:²

Jurisdiction

1. This Court has jurisdiction over this Motion under 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of this proceeding and this Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory bases for the relief requested herein are Sections 105(a), 361 and 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the “**Bankruptcy Code**”) and Rule 6003 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

Background

3. On the date hereof (the “**Petition Date**”), each of the Debtors filed a petition with the Court under chapter 11 of the Bankruptcy Code (collectively, the “**Chapter 11 Cases**”). The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code §§ 1107(a) and 1108. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and no committees have been appointed or designated. Concurrently with the filing of this Motion, the Debtors have requested procedural consolidation and joint administration of these Chapter 11 Cases.

4. A description of the Debtors’ business, the reasons for commencing these Chapter 11 Cases, and the relief sought from the Court to allow for a smooth transition into chapter 11

² The facts and circumstances supporting this Motion are set forth in the Declaration of James H. Woodward, Jr. in Support of Chapter 11 Petitions and First Day Motions (the “**First Day Declaration**”), filed on the Petition Date (defined below).

(including the facts and circumstances supporting this Motion) are set forth in the First Day Declaration filed contemporaneously with this Motion.

Relief Requested

5. By this Motion, the Debtors seek entry of an order under 11 U.S.C. §§ 105(a), 361 and 363(b) authorizing, but not directing, the Debtors to (i) maintain, and to pay all policy premiums and brokers' fees arising under, or in connection with, their various insurance policies (collectively, the "**Insurance Policies**") which the Debtors have obtained through several third-party insurance carriers (collectively, the "**Insurance Carriers**"); (ii) continue honoring their obligations related to the Debtors' letter of credit obligations (collectively, the "**Letter of Credit Obligations**"); (iii) continue honoring their obligations pursuant to prepetition insurance Finance Agreements (as defined below) entered into for the purpose of financing the purchase of several forms of insurance coverage; and (iv) continue the grant of a security interest to the Insurance Premium Finance Company (as defined below). The Debtors further request that any party holding a letter of credit to secure any of the Debtors' obligations under the Insurance Policies be authorized to continue using such letter of credit to secure the Debtors' postpetition insurance obligations.

Basis For Relief

6. In connection with the operation of their businesses and management of their properties, the Debtors maintain various Insurance Policies. The Insurance Policies include, but are not limited to, coverage for workers' compensation claims, automobile claims, fiduciary liability claims, claims for losses due to crime, directors' and officers' liability, certain general and excess liability claims and various casualty and property-related liabilities. The third-party claims that are covered by the Insurance Policies are neither unusual in amount, nor in number,

in relation to the extent of the business operations conducted by the Debtors. The Insurance Policies maintained by the Debtor are set forth on Exhibit B hereto. While this Motion is not limited to the 2009 calendar year, the Debtors estimate that for the remainder of 2009, the brokers' fees to be paid under this Motion will total approximately \$22,500. Furthermore, the Debtors estimate that, for policies currently in place, insurance premiums to be paid under this Motion will total \$127,941 and the obligations on account of the Finance Agreements to be paid under this Motion will total approximately \$446,502.

A. Payment of Insurance Premiums and Brokers' Fees

7. Maintenance of insurance coverage under the various Insurance Policies is essential to the continued operation of the Debtors' businesses and is required under the United States Trustee's Operating Guidelines For Chapter 11 Cases (the "Operating Guidelines"), the laws of the various states in which the Debtors operate and the Debtors' various debt agreements. Thus, the Debtors submit that they should be authorized, but not directed, to continue to pay Insurance Policy premiums as such premiums come due in the ordinary course of the Debtors' business.

8. The Debtors have been represented in their negotiations with their various insurance underwriters by Marsh USA, Inc. The employment of Marsh USA, Inc. as the Debtors' insurance broker has allowed the Debtors to obtain the insurance coverage necessary to operate their businesses in a reasonable and prudent manner and to realize considerable savings in the procurement of such policies. Marsh USA, Inc. charges the Debtors an annual fee of \$200,000, of which \$110,000 is paid in advance and the remainder is spread over four quarterly payments of \$22,500. The Debtors believe that it is in the best interests of their creditors and estates to continue their business relationship with Marsh USA, Inc. Accordingly, the Debtors

seek the Court's authorization, but not direction, to continue their prepetition practice of paying brokerage fees to Marsh USA, Inc. in connection with their representation of the Debtors in various ongoing negotiations with the Debtors' insurers.

B. Letter of Credit Obligations

9. To secure certain of the Debtors' obligations under their workers' compensation program, certain Insurance Carriers have required the Debtors to post collateral in the form of unconditional and irrevocable letters of credit. As of the Petition Date, the aggregate amount of outstanding letters of credit posted by the Debtors in support of their workers' compensation program is approximately \$14.5 million. Such letters of credit are required to maintain workers compensation insurance, which is essential to the Debtors' businesses. Thus, the Debtors request authority to continue honoring their obligations related to such outstanding letters of credit.

C. Prepetition Insurance Premium Finance and Security Agreements

10. The Debtors maintain insurance premium finance agreements with AFCO Premium Credit LLC (the "Insurance Premium Finance Company" or "AFCO"). The Debtors have financed certain of their general liability, property, and umbrella insurance premiums under two Commercial Premium Finance Agreements (the "Finance Agreements"), effective as of March 1, 2009, between Accuride Corporation and AFCO. Pursuant to the Finance Agreements, AFCO agreed to pay the insurance premiums due under the covered insurance policies in exchange for a promissory note by the Debtors in favor of AFCO. The Debtors' obligation to pay AFCO under the promissory note is secured by all sums payable to the Debtors under the insurance policies financed through the AFCO Financing Agreements, including, but not limited to, all unearned premiums and loss payments. The three Insurance

Policies subject to the Finance Agreements, as set forth on Exhibit C, are essential to the preservation of the Debtors' businesses, properties, and assets.

11. In the Debtors' business judgment, the terms of the Finance Agreements represent the best possible terms for financing the premiums of the Insurance Policies. The Debtors' estates will benefit by maintaining this low-cost financing from the Insurance Premium Finance Company. Moreover, any interruption of payments might adversely affect the Debtors' ability to obtain financing for future policies on favorable terms. In some cases the coverage is required by regulations, laws, and/or contracts that govern the Debtors' business obligations.³ Thus, the Debtors request the authority to continue honoring their obligations pursuant to the Finance Agreements and to continue the grant of a security interest to the Insurance Premium Finance Company.

Applicable Authority

12. The relief requested in this Motion is supported by several provisions of the Bankruptcy Code that authorize a debtor to honor prepetition obligations in certain circumstances. Under such provisions, various courts have permitted debtors-in-possession to pay prepetition debts on the grounds that payment of such claims was necessary to effectuate a successful reorganization and pursuant to other Bankruptcy Code provisions.

A. Payment of Amounts Related to the Insurance Policies and Finance Agreements Is Appropriate under Section 363 of the Bankruptcy Code.

13. The Debtors believe that the ordinary course maintenance of their insurance financing programs, including payment of all monthly obligations under the Financing Agreements, and the renewal of or entry into new financing arrangements as may be required as

³ For example, insurance coverage is required under the operating guidelines established by the Office of the United States Trustee. See 3 United States Trustee Manual § 3-3.2.3 (Oct. 1998) ("A debtor must obtain appropriate insurance coverage, and documentation regarding the existence of the coverage must be provided to the [Office of the] United States Trustee as early in the case as possible.").

the annual terms of existing arrangements expire, without further order of the Court, is necessary and essential to the Debtors' operation of their businesses during their reorganization, especially where, as here, the Debtors' failure to pay their monthly premium obligations to the Insurance Carriers and the Insurance Premium Finance Company could have disastrous consequences for the Debtors.

14. Specifically, under the terms of the Financing Agreements, the Insurance Premium Finance Company may issue a 5% delinquency charge upon a default of payment (of five days) of any installments; moreover, the Insurance Premium Finance Company may cancel the insurance policies under the Financing Agreements and issue a cancellation charge upon such default. Because the Debtors are required to maintain insurance coverage during these Chapter 11 Cases, the cancellation of these policies would be particularly disastrous. See United States Trustee Manual 3-3.2.3 (Oct. 1998) (requiring maintenance of appropriate insurance coverage). Even if the Insurance Premium Finance Company did not immediately cancel the insurance coverage upon the Debtors' default, the Debtors' failure to pay monthly premium obligations would result in a depletion of the unearned premiums. See, e.g., In re Universal Motor Express, Inc., 72 B.R. 208, 210 (Bankr. W.D.N.C. 1987); Schwinn Plan Comm. v. Transamerica Ins. Fin. Corp., 200 B.R. 980, 985-89 (Bankr. N.D. Ill. 1996).

15. The use of estate assets to pay installments under the Insurance Policies and the Finance Agreements constitutes a use of estate property that should be authorized under Section 363(b) of the Bankruptcy Code as long as a sound business purpose exists for doing so. See, e.g., Fulton State Bank v. Schipper, 933 F.2d 513, 515 (7th Cir. 1991); In re Global Crossing Ltd., 295 B.R. 726, 742-43 (Bankr. S.D.N.Y. 2003); In re Ionosphere Clubs, Inc., 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989). The Debtors have determined, in the exercise of their business

judgment, that financing the premiums, pursuant to the terms of the Financing Agreements discussed herein, enables the Debtors to maintain critical insurance coverage. Doing so is in the best interests of the Debtors' estates and their creditors, and these actions should be approved.

B. Payment of Amounts Related to Prepetition Premium Financing Agreements Is Appropriate under Section 361 of the Bankruptcy Code.

16. Security interests created by premium finance agreements, such as the Financing Agreements, are generally recognized as secured claims in bankruptcy to the extent of the amount of unearned premiums financed pursuant to such agreements. Section 361 of the Bankruptcy Code specifically contemplates providing adequate protection to the extent of the diminution in value of a secured creditor's collateral, and such security interests under the Financing Agreements warrant adequate protection in the form of periodic payments pursuant to the Finance Agreements' terms. See, e.g., In re Waverly Textile Processing, Inc., 214 B.R. 476 (Bankr. E.D. Va. 1997); In re Megamarket of Lexington, Inc., 207 B.R. 527 (Bankr. E.D. Ky. 1997); TIFCO, Inc. v. U.S. Repeating Arms Co., 67 B.R. 990 (Bankr. D. Conn. 1986); In re Krimbrell Trucking Co., Inc., 3 B.R. 4 (Bankr. W.D. Wash. 1979).

17. The Debtors' continued use of the Finance Agreements decreases the value of the unearned premiums that serve as the collateral for the Insurance Premium Finance Company. This loss in value is replaced through the Debtors' payment of the installment payments due under the Financing Agreements. Accordingly, the Insurance Premium Finance Company is entitled to continued payment of these amounts as adequate protection under Section 361 of the Bankruptcy Code as a condition to the Debtors' continued ability to finance the financed Insurance Policies.

C. Payment of Amounts Related to the Insurance Policies and Finance Agreements Is Also Appropriate under Section 105 of the Bankruptcy Code and the Doctrine of Necessity.

18. Courts have authorized payment of prepetition obligations pursuant to Section 105(a) of the Bankruptcy Code, which allows a bankruptcy court to enter any order “necessary or appropriate” to carry out the provisions of the Bankruptcy Code. See, e.g., In re Just for Feet, Inc., 242 B.R. 821 (D. Del. 1999) (stating that where the debtor “cannot survive” absent payment of certain prepetition claims, the doctrine of necessity should be invoked to permit payment); In re Ionosphere Clubs, Inc., 98 B.R. at 175 (“The ability of a Bankruptcy Court to authorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.”).

19. The common source of authority for those court decisions is the “doctrine of necessity” or “necessity of payment” rule first recognized by the Supreme Court over 120 years ago in Miltenberger v. Logansport, C. & S. Ry. Co., 106 U.S. 286 (1882). In Miltenberger, the Supreme Court acknowledged the basic duty of an equity receiver “to protect and preserve the trust funds in its hands.” Id. at 310 (quoting Wallace v. Loomis, 97 U.S. 146, 162 (1877)). More importantly, the Court held that, consistent with this duty, “[m]any circumstances may exist which may make it necessary and indispensable to the business . . . and the preservation of the property, for the receiver to pay preexisting debts . . . out of the earnings of the [debtor] . . . under the order of the court” Id. at 311.

20. Courts have routinely granted the same or similar relief in other large chapter 11 cases. See, e.g., In re Hayes Lemmerz Int’l, Inc., Case No. 09-11655 (MFW) (Bankr. D. Del. May 13, 2009); In re Tweeter Home Entm’t Group, Inc., Case No. 07-10787 (PJW) (Bankr. D. Del. June 13, 2007); In re Collins & Aikman Corp., Case No. 05-55927 (SWR) (Bankr. E.D.

Mich. May 17, 2005); and In re Tower Automotive, Inc., Case No. 05-10578 (ALG) (Bankr. S.D.N.Y. Feb. 3, 2005).

D. The Relief Requested in this Motion is Necessary to Avoid Immediate and Irreparable Harm.

21. Similarly, Bankruptcy Rule 6003 provides:

Except to the extent that relief is necessary to avoid immediate and irreparable harm, the court shall not, within 20 days after the filing of the petition, grant relief regarding the following: . . . (b) a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition, but not a motion under Rule 4001.

Fed. R. Bankr. P. 6003; In re First NLC Fin. Servs., LLC, 382 B.R. 547, 549 (Bankr. S.D. Fla. 2008) (holding that Rule 6003 permits entry of retention orders on an interim basis to avoid irreparable harm).

22. No court within the Third Circuit has interpreted the “immediate and irreparable harm” language in the context of Bankruptcy Rule 6003 in any reported decision. However, the Third Circuit Court of Appeals has interpreted the same language in the context of preliminary injunctions. In that context, irreparable harm has been interpreted as a continuing harm that cannot be adequately redressed by final relief on the merits and for which money damages cannot provide adequate compensation. See, e.g., Norfolk S. Ry. Co. v. City of Pittsburgh, No. 05-4286, 2007 WL 1643179 at *2 (3d Cir. June 7, 2007) (citing Glasco v. Hills, 558 F.2d 179, 181 (3d Cir. 1977)). Further, the harm must be shown to be actual and imminent, not speculative or unsubstantiated. See, e.g., Acierno v. New Castle County, 40 F.3d 645, 653-55 (3d Cir. 1994). To the extent that the requirements of Bankruptcy Rule 6003 are applicable to the relief requested in the Motion, the Debtors submit that for the reasons already set forth herein, the

relief requested in this Motion is necessary to avoid immediate and irreparable harm as defined by the Third Circuit Court of Appeals.

Waiver Of Bankruptcy Rule 6004(h)

23. The Debtors further request that this Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 10 days after entry of the order, unless the court orders otherwise.” Fed R. Bankr. P. 6004(h) As described above, the relief that the Debtors seek in this Motion is immediately necessary in order for the Debtors to be able to continue to operate their businesses and preserve value for their estates. Accordingly, the Debtors respectfully request that this Court waive the ten-day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

24. Accordingly, for all of the foregoing reasons, the Debtors submit that cause exists for granting the relief requested herein.

25. Based upon the foregoing, the Debtors request that this Court enter an order authorizing, but not directing, the Debtors to pay their obligations described herein.

Notice

26. No trustee, examiner or creditors’ committee has been appointed in the Chapter 11 Cases. The Debtors have provided notice of this Motion to: (a) the United States Trustee for the District of Delaware; (b) counsel to administrative agent under the prepetition secured loan facility; (c) counsel to the ad hoc committee of holders of 8.5% senior subordinated notes due February 1, 2015; (d) counsel to the proposed debtor in possession lenders; (e) the creditors listed on the Debtors’ consolidated list of 30 largest unsecured creditors, as filed with the Debtors’ chapter 11 petitions; (f) the Internal Revenue Service; and (g) the Securities and

Exchange Commission. In light of the nature of the relief requested, the Debtors submit that no further notice is required or needed under the circumstances.

27. A copy of the Motion is available on the Court's website: www.deb.uscourts.gov. Additional copies of the Motion are available on the website of the Debtors' proposed claims, noticing, soliciting and balloting agent, Garden City Group, at www accurideinfo.com or can be requested by calling 888-478-2068.

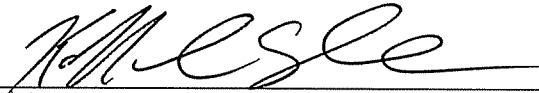
No Prior Request

28. No prior motion for the relief requested herein has been made to this Court or any other court.

WHEREFORE, the Debtors respectfully request that this Court enter an order, substantially in the form attached hereto as Exhibit A, (a) authorizing, but not directing, the Debtors to (i) maintain their existing insurance policies and pay all policy premiums and brokers' fees arising thereunder or in connection therewith, (ii) continue honoring their Letter of Credit Obligations, (iii) continue honoring their obligations under the Financing Agreements, and (iv) continue the grant of a security interest to the Insurance Premium Finance Company; and (b) granting such other and further relief as is just and proper.

Dated: October 8, 2009
Wilmington, Delaware

Respectfully Submitted,



Michael R. Nestor (No. 3526)
Kara Hammond Coyle (No. 4410)
YOUNG CONAWAY STARGATT & TAYLOR, LLP
1000 West Street, 17th Floor
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

-and-

David S. Heller
Caroline A. Reckler
LATHAM & WATKINS LLP
233 South Wacker Drive, Suite 5800
Chicago, IL 60606
Telephone: (312) 876-7700
Facsimile: (312) 993-9767

PROPOSED ATTORNEYS FOR DEBTORS AND
DEBTORS-IN-POSSESSION

Exhibit A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ACCURIDE CORPORATION,
*et al.*¹

Debtors.

Chapter 11

Case No. 09-13449 (____)

Joint Administration Pending

Related Document No. ____

**ORDER UNDER 11 U.S.C. §§ 105(a), 361 AND 363(b) AUTHORIZING THE DEBTORS
TO (I) MAINTAIN EXISTING INSURANCE POLICIES AND PAY ALL POLICY
PREMIUMS AND BROKERS' FEES ARISING THEREUNDER OR IN CONNECTION
THEREWITH, (II) CONTINUE HONORING PREPETITION LETTERS OF CREDIT
AND PREPETITION INSURANCE PREMIUM FINANCE AGREEMENTS, AND (III)
CONTINUE GRANT OF SECURITY INTEREST TO INSURANCE PREMIUM
FINANCE COMPANY**

("Insurance Financing Order")

Upon consideration of the motion (the "**Motion**")² of the Debtors for entry of an order authorizing, but not directing, the Debtors to (i) maintain their existing insurance policies and pay all policy premiums and brokers' fees arising thereunder or in connection therewith; (ii) continue honoring their obligations pursuant to prepetition letters of credit and insurance premium financing agreements for the purpose of financing the purchase of several forms of

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² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

insurance coverage; and (iii) continue the grant of a security interest to the Insurance Premium Finance Company; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this Motion is a core proceeding pursuant to 28 U.S.C. § 157; and after due deliberation and sufficient cause therefore, it is hereby ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to Sections 105(a), 361 and 363(b) of the Bankruptcy Code, the Debtors are authorized, but not directed, to pay brokers' fees arising under or in connection with the Insurance Policies as they become due, including brokers' fees attributable to prepetition periods not to exceed \$22,500.
3. The Debtors are authorized, but not directed, to pay their regular insurance premiums and installment payments under the Financing Agreements as they become due in the ordinary course of business, including payments attributable to prepetition periods not to exceed \$574,443.
4. The Debtors are authorized, but not directed, to continue honoring, in the ordinary course of business, their Letter of Credit Obligations and their Financing Agreements, and renew or enter into new financing arrangements as the terms of the existing arrangements expire, without further order of the Court.
5. Any party holding a letter of credit to secure any of the Debtors' obligations under the Insurance Policies is authorized to use such letter of credit to secure the Debtors' postpetition insurance obligations.

6. Neither the provisions contained herein, nor any actions or payments made by the Debtors under this Order, shall be deemed an assumption of any executory contract arising out of an existing financing program, agreement, or contract, or otherwise shall constitute a waiver of the Debtors' rights under Section 365 of the Bankruptcy Code or an admission by the Debtors that any such financing program, agreement or contract constitutes an executory contract within the meaning of Section 365 of the Bankruptcy Code.

7. Neither the provisions contained herein, nor any actions or payments made by the Debtors under this Order, shall be deemed an admission as to the validity of the underlying obligation, a waiver of any rights the Debtors may have to subsequently dispute such obligation, or an assumption or rejection of any executory contract.

8. This court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested herein is necessary to avoid immediate and irreparable harm.

9. Notwithstanding the provisions of Bankruptcy Rule 6004 and Bankruptcy Rule 6006 or any applicable provisions of the Local Rules, this Order shall not be stayed for ten (10) days after the entry hereof, but shall be effective and enforceable immediately upon entry, and the ten (10) day stay provided in such rules is hereby expressly waived and shall not apply.

10. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under any approved debtor-in-possession financing facility, or any order regarding the use of cash collateral.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

12. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 2009
Wilmington, Delaware

United States Bankruptcy Judge

Exhibit B

All Insurance Policies Maintained by the Debtors

Type of Policy	Insurance Co.	Policy No.	Effective Date & Term	Annual Premium	Payment Status
Property/B&M - US	Affiliated FM	EI812	3/1/09-3/1/10	\$ 931,039.22	20% down; \$84,013.46 due 1st of month. \$690,288.60 pd T/D. \$240,750.62 still due *
Property/B&M - CAN	Affiliated FM	EI812	3/1/09-3/1/10	\$ 222,000.00 (CDN)	Paid in full on 4/1/2009
Cargo Transit	Fireman's Fund Ins Co.	OC-91114100	1/1/09-1/1/10	\$ 2,500.00	Paid in full on 2/17/2009
GL - Local Canadian Policy	AIG Commercial Ins. Co. of Canada	1676491	1/7/09/1/7/10	\$ 43,200.00 (CDN)	Paid in full on 2/2/2009
General Liability	Lexington Ins Co.	11463913	3/1/09-3/1/10	\$ 516,126.45	30% down; \$71,824.25 due 1st of month. \$703,815.74 pd T/D. \$205,751.71 still due *
Umbrella Liability	National Union Fire Ins Co	BE3313262	3/1/09-3/1/10	\$ 393,441.00	
Auto Liability	Hartford Ins Co	20UENMS8111	3/1/09-3/1/10	\$ 130,923.00	Paid in full on 9/1/2009
Workers Comp	Arch Ins Co.	31WCI4929403 / 503	3/1/09-3/1/10	\$ 485,886.00	20% down, \$42,663 due on 15th of ea month. \$357,945 Pd T/D. \$127,941 still due
D&O Primary	Axis Ins Co.	MCN724394/01/2009	1/31/09-1/31/10	\$ 259,997.00	Paid in full on 2/17/2009
D&O - 1st Excess	Zurich American Ins Co.	DOC586802104	1/31/09-1/31/10	\$ 181,090.00	Paid in full on 2/17/2009
D&O - 2nd Excess	Beazley Ins Co.	V15R2V09PNDM	1/31/09-1/31/10	\$ 140,000.00	Paid in full on 2/17/2009
D&O - 3rd Excess	Allied World National Assur Co.	C006749/003	1/31/09-1/31/10	\$ 100,000.00	Paid in full on 2/17/2009
D&O - Side A DIC	Houston Casualty Co.	14MG09A9533	1/31/09-1/31/10	\$ 100,000.00	Paid in full on 2/17/2009
Employment Practices Liability	Beazley Ins Co.	V15R3609PNDZ	1/31/09-1/31/10	\$ 110,000.00	Paid in full on 2/17/2009
Fiduciary Liability	Houston Casualty Co.	14MG09A9532	1/31/09-1/31/10	\$ 45,000.00	Paid in full on 2/17/2009
Crime	Hartford Fire Ins Co.	00FA025545809	1/31/09-1/31/10	\$ 31,378.00	Paid in full on 2/17/2009
Special Risk / K&R	St. Paul Fire & Marine Ins Co.	412CF0680	1/31/08-1/31/11	\$ 16,065.00	Paid in full in March 2009
Group Personal Excess Liability	Chubb Group Ins Co.	(09)7946-45-71	4/25/09-4/25/10	\$ 10,850.00	Paid in full on 6/25/2009
Foreign Casualty Policy	WorldSource, AIU Holdings	80-0268235	7/15/09-3/1/10	\$ 35,193.00	Paid in full 8/3/2009
Work Comp - OH State Fund	BWC of Ohio	1338627-0	1/1/09-12/31/09	variable	Paid \$111,991.93 on 8/18/2009 (semi-annual payment).

* Financed policy, more fully described in Exhibit C

Exhibit C

Financed Insurance Policies Maintained by the Debtors

Type of Policy	Insurance Co.	Policy No.	Effective Date & Term	Finance Company	Payment Terms
Property/B&M - US	Affiliated FM	EI812	3/1/09-3/1/10	AFCO	20% down; \$84,013.46 due 1st of month. \$606,275.30 pd T/D. \$336,053.84 still due
General Liability	Lexington Ins Co.	11463913	3/1/09-3/1/10	AFCO	30% down; \$71,824.25 due 1st of month. \$631,991.25 pd T/D. \$287,297.00 still due
Umbrella Liability	National Union Fire Ins Co	BE3313262	3/1/09-3/1/10	AFCO	