

SCHEDULE 1.1.1-(ii)

Other Leases

Vendor / Equipment

- CIT Technology – Computer Equipment
- Pitney Bowes – Mailroom equipment
- Crown Master Lease
- Crown #34343
- Crown #34340
- Crown #32966
- Insight Global Finance
- GE Capital Lease – Forklift

SCHEDULE 1.1.1-(iii)

Other Contracts

General Business Agreements

- Perot Systems – IT Services and systems
- Administaff – HR Services
- Argent – inventory barter/trade agreement
- Daeil Industrial and Hanjoo Metal Co. – Exclusive Dealing Agreement
- Effordables, LLC
- S&S Cycle, Incorporated
- Indemnity Insurance Co of NA – Policy # N01957089. Marine, Cargo.
- St. Paul Fire & Marine Ins. Co – Policy #GB06100890. Foreign package
- Hartford Fire Insurance Company – Policy # 72UENTR6916. Automobile- Other states
- National Liability & Fire Ins – Policy # 73APN406298. Automobile – CA and TX
- Lexington Insurance Company – Policy # 1429106. General liability.
- Lexington Insurance Company – Policy # 4596871. Umbrella
- Advanstar Communications – Booth costs- Cincinnati
- Settlement Agreement, dated 7/11/90, between Harley-Davidson, Inc. and Custom Chrome, Inc. relating to settlement of trademark and other IP disputes
- eServ, Corp. – Master Services Agreement, dated as of 12/4/07, Task Order No. 1 (both unexecuted but operative)
- Jammer – license agreement
- Dell Services Computer Contract Hardware Maintenance
- South Valley Systems Resources Maintenance Contracts
- Business Objects Americas, Inc.
- Kewill Solutions North America
- Oracle Corporation Software Maintenance Contract
- Insight – McAfee Gold Virus Contract
- Impressions on Hold- phone hold line at Cape G
- Darcy Betlach – Cincinnati show consultant
- Jennifer Beals Brenning – Cincinnati Show consultant
- Phoenix Formations – Cincinnati show booth provider
- Lexington Insurance Company – Policy # 1429106. General liability.
- Lexington Insurance Company – Policy # 4596871. Umbrella

Royalty Agreements

- Chica Motorcycle Service
- Daytona Twin Tec
- Essex Motorsports
- Bandit Machine Works
- Brian Drugge
- Rick Doss
- Donnie Smith
- Casey Hoekstra

- Jesse G James / Vanilla Gorilla
- John Reed
- Duncan Keller
- Kosman Designs
- Fred Kodlin
- Paul Yaffe
- Don Rich
- Steve Vergano
- Wyatt Fuller
- Wilhelm Dresser
- Doug Keim
- Eddie Trotta
- Nasi Design
- Cole Foster
- Big Bear Choppers
- Paul Cox Leather
- Eric Tommy Jansson
- Ergo Designs
- James Crosby
- Roger Bergbi

Employee Agreements

- Ed Martin
- Holger Mohr

SCHEDULE 1.1.1-(iv)

Designated Trade Obligations

Product Vendors

30207	A & E PRODUCTS
60791	AC RACING
30105	ACCESS MARKETING
156424	ACCUTRONIX BILLET PRODUCTS
60145	ACE LEATHER PRODUCTS
30030	ACI ADVANCED CHARGERS
30248	ADAMS APPLE DISTRIBUTING
30158	ADJURE INC.
30323	ADVANCED METALFORMING TECHN805
60842	AKME ENTERPRISES, INC.
112028	ALINABAL, INC.
61146	ALL RITE PRODUCTS
60838	ALTO PRODUCTS CORP.
60818	AMERICAN BIG BIKE
112701	AMERICAN MANUFACTURING
60113	AMERICAN SUSPENSION
30317	AMP RESEARCH
30149	AMREP
30345	ANCRA INTERNATIONAL LLC
116238	ANDOVER INCORPORATED
60670	ANDREWS PRODUCTS, INC.
60175	ARITRONIX LTD.
244207	ARLEN NESS INC.
30179	ARMED GUARD ELECTRONIC SECU
61090	ASIA SURGE ENT..
30392	ASIMCO SHUANGTAI COMPONENTS
30143	ATHENA MOTOR GASKETS
113210	ATHENA USA
113119	AUTO GEM
30235	AUTO METER PRODUCTS, INC.
30001	AVON GRIPS
30178	AWI INC
30162	AXIS CYCLE
60485	B & M SCALE, INC.
169545	BADLANDS MOTORCYCLE PRODUCT775
115703	BANDIT MACHINE WORKS
112707	BANTA BOOK GROUP
30363	BAR ENTERPRISES
30063	BARCO BATTERIES
112429	BARNETT TOOL & ENGINEERING
30353	BARTEL INDUSTRIES INC.
224746	BATTERIES PLUS
30237	BAY SEAL COMPANY, INC.
30104	BEL-RAY COMPANY, INC.
30305	BELT DRIVES LTD.
60232	BENDER CYCLE & MACHINE CORP
30100	BETTER BIKE PARTS

60932	BIG BOAR PRODUCTS
30533	BIKE ALERT
300032	BIKE BRITE, INC.
162913	BIKE BUDDY PRO
112480	BILLET INDUSTRIES
153711	BILTWELL, INC.
30156	BLENDZALL
30338	BLITZKREIG, INC
60134	BLUE GEM
30035	BOUCHER & ASSOCIATES, INC.
296023	BP LUBRICANTS USA, INC.
60151	BRAKE TECH USA, INC
277050	BRONZE BEARING SPECIALISTS
214087	BRUCE LINSDAY COMPANY
60291	BURG'S BIKE TOOLS LLC
30116	CALIFORNIA SIDECAR
60189	CAMBRIDGE METALS AND PLASTI
30024	CANDLEPOWER INC.
30334	CANYON DANCER
30125	CAPE GMC PONTIAC INC
60422	CAPITAL FACTORS
30150	CARL SPOTTS
113972	CARLISLE TIRE AND WHEEL
30382	CARL'S SPEED SHOP
166602	CARRIAGE WORKS
60500	CARROLL LEATHER GOODS INC.
60905	CARTWHEELS
30082	CDL ENTERPRISES LTD
30138	CHADPAK COMPANY INC
30361	CHAO LUNG ELECTRIC CO. LTD.
30059	CHIAPERO Y ASOCIADOS S.R.L.
151390	CHICA MOTORCYCLE SERVICE, INC.
221935	CHICAGO RAWHIDE
236214	CHINA WHEEL HK CO LTD
30299	CHIPPEWA
30419	CHOPPER GUYS BIKER PRODUCTS, INC.
259031	CHOPPERS, INC.
30031	CHRIS PRODUCTS
258731	CHROME SERVICES
112029	CHUM TOY COMPANY INC.
30202	CIA TROQUELADORA ARDA, S.A.
155802	CITY OF MORGAN HILL
30193	CLASSIC DESIGNS
113468	CLEAN CYCLE PRODUCTS
113604	CLYMER
30550	COLONY MACHINE & TOOL INC.
30224	COMETIC GASKET
224941	COMMONWEALTH MACHINE CO.
30302	COMPANY OF THE AMERICAS, INTL.
235405	COMPETITION CAMS, INC.
112044	COMPETITION CHEMICALS
30015	CONQUEST PRODUCTS
113955	CONTAINER CONSULTING SERVICE, INC.
258425	CONTINENTAL CHAIN CO
269560	CONTINENTAL GENERAL TIRE, I

114795	COOPER-AVON TYRES LTD.
112016	CORBIN
114630	COSTA DEL MAR
114417	CRANE CAMS INC.
219492	CRUZTOOLS, INC.
30127	CUSTOM CHROME EUROPE
232927	CUSTOM CYCLE ACCESSORIES
296027	CUSTOM CYCLE ENGINEERING
30329	CYBERDYNE INCORPORATED
60540	CYCLE COUNTRY ACCESSORIES C
292826	CYCLE ELECTRIC, INC.
115261	CYCLE PRO, LLC.
115266	CYCLELINE
153993	CYCLE-OPTS
112938	CYCLESMITHS INC.
30128	CYCRA RACING SYSTEMS
273364	CYPRESS MEDIA INC
30196	D & D PERFORMANCE ENTERPRISES
115900	D & S PERFORMANCE
30226	DADDYMACK
114873	DAEIL INDUSTRIAL CO. LTD.
30461	DAEIL INDUSTRIAL CO., LTD.
113522	DAIDO CORPORATION OF AMERIC
115229	DAKOTA DIGITAL, INC.
113536	DALLAS GASKETS AND PACKING CO.
60826	DAWS MANUFACTURING CO. INC.
113818	DAYTEC CENTER
115523	DAYTONA INTERNATIONAL TRADI
30496	DAYTONA TWIN TEC LLC
60630	DEKALB TRADE VOICE
30492	DEL CITY WIRE CO INC
113801	DELTRAN
220195	DENNIS CORSO
115275	DENNIS STUBBLEFIELD SALES INC.
30321	DESIGNS BY NOVELLO
158945	DETROIT BROS. CUSTOM CYCLES
116037	DIAMOND CHAIN
30101	DIAMOND ENGINEERING
112669	DIAMOND POWERSPORTS
113174	DICHROME INC.
212269	DIRT DIGITS
31476	DL MACHINE LLC
30151	DMC CLOTHING
30585	DNA SPECIALTY INC.
30176	DOHERTY MACHINE
113171	DOWCO INC.
151071	DR. NEON'S LABORATORY
30011	DREKOR LEATHERWEAR INC.
294497	DRIVE LINE
31323	DS MFG.
30017	DUNLOP
60794	DYNATEK
60488	DYNOJET RESEARCH INC.
115094	EARLE M. JORGENSEN COMPANY
30070	EASTERN MOTORCYCLE PARTS

30173	EASTSIDE HARLEY-DAVIDSON IN
30108	EASYSIDER ROADWARE
283810	ECLIPSE INC
30238	EDELBROCK CORPORATION
60802	EGUARD SYSTEMS
221137	ELECTRO COMPONENTS DIST.
30074	EMGO
30332	ENERSYS INC
60181	ENGELHORN DESIGNS
116136	ENGINE ELECTRONICS, INC.
113875	ESSEX MOTORSPORTS INTL.
30573	EUROPEAN ACCESSORIES
113159	EVS SPORTS
30118	EXCEL COMPONENTS, INC.
30199	EXECUTE SPORTS
30389	EYERIDE MOTORWEAR
30431	EZ FLOW LLC
252682	FABRICATOR KEVIN'S STEEL CH
30003	FASTENING SYSTEMS
30092	FEDERAL MOGUL CORPORATION
30130	FEDERAL-MOGUL CORP.
114206	FEDERAL-MOGUL CORP.
61156	FEDERAL-MOGUL OPERATIONS IT
30040	FENDERS N' MORE, LLC
60534	FERODO RACE SUPPORT
30225	FERODO USA - MIKE JONES
113067	FEULING OIL PUMP CORPORATIO
115717	FIRST MANUFACTURING COMPANY
60117	FISHER CONCEPTS
30115	FLAMBEAU PRODUCTS CORP.
30414	FLAMING RIVER INDUSTRIES
219260	FMF RACING
114805	FORCE MOTOR PRODUCTS INC.
60191	FOXFIRE
30216	FRIEND METALS CO., INC.
30139	GARDNER-WESTCOTT CO.
30004	GARGOYLES,INC
60819	GARY'S CUSTOM LIGHTS
31344	GENE'S PLATING WORKS
114092	GENGRAS HARLEY-DAVIDSON/BUELL
61025	GILROY MOTORCYCLE CENTER
113242	GLASS RESTORATION SPECIALISTS, INC.
196692	GMA ENGINEERING
30152	GOLAN PRODUCTS
30177	GOODRIDGE, (USA) INC.
30294	GOODYEAR DUNLOP TIRES NA, L
61124	GORILLA AUTOMOTIVE PRODUCTS
30201	GRANDEUR CYCLE
30161	GREENBALL CORPORATION
116156	GRIZZLE FIST CYCLE PARTS
30443	GUARD DOGS / ABBS VISION
30540	H&D MOLDING
216568	H.G. MAKELIM CO. ##
30203	H.H.I.
30365	HALLCRAFT'S INDUSTRIES CORP

30330	HARDLINE PRODUCTS
30471	HARDSTREET SADDLEBAGS
220185	HARNESS INC.
30094	HASTINGS MFG. CO.
298443	HAYDEN ENTERPRISES
30437	HAYEESONS CORPORATION
30007	HBD INDUSTRIES, INC.
227214	HEADWINDS CUSTOM HEADLIGHTS
60212	HEARTLAND USA, L.L.C.
158745	HEATH SPECIALTIES
61183	HIGH LIFTER PRODUCTS
60910	HIGHLAND PLATING COMPANY
30058	HIGHWAY CHOPPERS INC.
214824	HITECH PRODUCTS
30339	HOBSON BEARING
30514	HOLESHOT PERFORMANCE PROD.
30506	HOLLEY PERFORMANCE SYSTEMS.
112143	HONEYWELL, INC.
165021	HOT CAMS, INC.
30343	HOT MATCH CUSTOM CYCLES
113045	HOT RODS PRODUCTS
115996	HOWARD'S HOG HORNS
113129	HY TECH MC COMPONENTS
30314	HYDRODYNAMICS USA, INC.
159529	I.L PRODUCTIONS
30213	Idemitsu Lubricants America Corporation
115745	IMAGE MEDIA
115287	IMAGE WERXS
30331	INA USA / SCHAEFFLER GROUP
30109	INDIAN LARRY LEGACY
113300	INDIANA CONVENTION CENTER
112189	INNOVATIONS INC
60598	INNOVATIVE BRANDS
30018	INNOVATIVE CHEMICAL CORP.
30014	INTERCO PRODUCTS CORPORATIO
261160	IZUMI CHAIN MFG.CO.LTD. ##
238089	J.STRONG INDUSTRIES
226905	JAMES JENKINS ##
115142	JE PISTONS
30136	JESSE JAMES'
230090	JETT DEVELOPMENT GROUP
30049	JIM'S MACHINING
30285	JOHNNY'S CUSTOM SHOP
30468	K & L SUPPLY COMPANY
259925	K & N ENGINEERING
30273	Kaiping Gada MotorcYcle Fit
114183	KASTAR INC.
60544	KAWAI SEMITSU KOGYO CO. LTD118142
30180	KAYO CORPORATION
115045	KBC AMERICA INC
30071	KENDON INDUSTRIES INCORPORA
207131	KEVIN DARLING'S BOYCE PRO S
60448	KIBBLEWHITE PRECISION MACH.
228697	KIWI INDIAN MOTOCYCLES
61096	K-LINE INDUSTRIES, INC.

30091	KOLPIN POWERSPORTS
60198	KOOK JE PRECISION INDUSTRIA
30262	KREEM PRODUCTS
235864	KRYPTONITE CORPORATION
30357	KT COMPONENTS INC.
276395	KURYAKYN HOLDINGS, INC
115052	KWIK TEK
112280	LA BOITE, INC.
31333	LANDMARK MFG., INC.
158866	LBV ENGINEERING
30493	LE PERA ENTERPRISES INC
30103	LEAK PROOF SEALS
115018	LEON JEANTET
115283	LINDBY CUSTOM
277283	LIQUID PERFORMANCE DISTRIBU
113085	LISLE CORPORATION
113864	LOCK YOUR LEATHERS INC.
173522	LOCKHART-PHILLIPS, USA
157385	LOCUS INDUSTRIES, INC.
30380	LOGISTICS SUPPLY CORP
30306	LUSTER LACE METAL POLISH
224631	MACHINE EXPERIENCE & DESIGN ##
114559	MACHINE TOOL BEARINGS
30668	MAGNUM SHIELDING CORPORATIO585
30430	MAIER MANUFACTURING INC.
61147	MANLEY PERFORMANCE PRODUCTS
115284	MARINE TRANSPORT, INC.
113183	MARSHALL ELECTRIC CORPORATI
114438	MARSHALL INSTRUMENTS, INC.
31341	MARZOCCHI SUSPENSION SYSTEM
30209	MASTER LOCK
30041	MASTER LOCK COMPANY
60296	MAXIMA PRODUCTS
30220	MCLEOD ACCESSORIES
116145	MCMASTER-CARR SUPPLY COMPAN
30408	MELLON BANK
228909	MES
113034	MEYER RETAINING RING COMPANY, INC.
31329	MIC
113336	MIDWEST ACORN NUT COMPANY
60862	MIKUNI AMERICAN CORPORATION
60140	MILBAR COMPANY
30297	MILWAUKEE IRON
115270	MINOR RUBBER COMPANY INC.
114985	MIRAMAR DESIGNS
205912	MJM VEHICLE DESIGN & FABRICATION
30407	MLP SEATING
257305	MOB TOWN ENTERPRISES
30267	MOSES SALES COMPANY
114709	MOTHERS CUSTOM CYCLES
154388	MOTHERWELL PRODUCTS
30271	MOTION INDUSTRIES
114798	MOTION PRO
30019	MOTO 911 INC.
113983	MOTOBLOC

116199	MOTO-LUX SPECIALTIES B.V.(H
169546	MOTOR CITY HARLEY-DAVIDSON
116002	MOTORBOOKS INTERNATIONAL
30376	MOTORCYCLE STOREHOUSE
30270	MOTOREX USA
233736	MOTORWAY CUSTOM CYCLES
252819	MOTUL USA INC
30386	MSR ENTERPRISES
30256	MTIA INTERNATIONAL, INC.
114788	MUSCARELLA'S
30044	MUSTANG SEATS/AL SIMMONS CO.
114660	MUTH MIRROR SYSTEMS LLC
30236	MXL INDUSTRIES, INC.
259188	N.S. INTERNATIONAL, LTD.
114317	NADY SYSTEMS INC
114645	NAMZ CUSTOM CYCLE PRODUCTS
30387	NASH MOTORCYCLE CO.
30197	NASHUA LABELS
30008	NATIONAL CYCLE, INC.
227188	NEELEY RACING INC
235022	NELSON-RIGG
200061	NEW AGE INDUSTRIAL
30053	NEXX NEW YORK INC
30318	NGK SPARK PLUGS USA INC
30310	NOLOGY ENGINEERING, INC.
30188	NOVA-MMB MESSTECHNIK GmbH
114283	NYC CUSTOM MOTORCYCLES INC.
31373	O NEAL AZONIC
113747	OLYMPIA SPORTS COMPANY
160333	O'NEILL MFG., INC.
112170	OXLITE MANUFACTURING
30362	PACIFIC COAST SUNGLASSES
103453	PACIFIC POWERSPORTS INC.
105251	PARKER FABRICATIONS
113615	PAUGHCO INC
175199	PAUL COX LEATHER
30189	PAUL YAFFE ORIGINALS
31328	PAUL YAFFE ORIGINALS
116019	PERFECTUNE ENGINEERING
30141	PERFORMANCE SPECIALTIES
30080	PERFORMANCE TIRE INC
113080	PERMATEX, INC.
113182	PERSE PERFORMANCE
115385	PHOENIX DISTRIBUTION NW LTD
30277	PHOENIX LEATHER
153510	PIERCE MANIFOLDS
115705	PINGEL ENTERPRISES
113973	PINSLEY MANUFACTURING INC
47087	PIVOT WORKS INC
115087	PJH BRANDS
116172	PLASTICHE CASSANO SRL
113136	PLEXUS
258926	POLLAK CORP./STONERIDGE CONTROL DEVICES
30462	POLLY HEATERS, INC.

115263	POLYPAN GEL, LLC
102853	POWERMASTER ELECTRICAL SYST
112909	POWERSPORT INDUSTRIES, INC.
235397	POWERTYE
30512	PRAIRIETECH INNOVATIONS
116049	PRECISION ENGINE PRODUCTS CORPORATION
30509	PRESTOLITE WIRE
115267	PRESTOLITE WIRE
115531	PRO STREET CUSTOM
31337	PROGRESSIVE SUSPENSION INC.
232926	PRO-ONE PERFORMANCE
221151	PROS PICK/WIREFORCE
30539	PROTECT ALL, INC
30487	PUTCO
60697	PYRAMID PRODUCTS
257657	QTM INC
30195	R.B. INTERNATIONAL
30045	R.C. COMPONENTS INC.
30278	R.G. RAY CORPORATION
30308	RADIANTZ
30341	RBE - MEXICO
30507	REGINA USA INC
116211	RENO CYCLE WORX, LTD
116175	RICK DOSS' REVENGE CYCLE, INC.
30425	RIDETEK
257319	RIVERA PRIMO, INC.
106670	RIVERLINE(USA) INC.
30571	RK EXCEL AMERICA, INC.
60105	RK EXCEL AMERICA, INC.
114452	RK EXCEL AMERICA, INC.
30038	ROBBANS SPEED SHOP AB
113373	ROCKEM & SOCKEM MOTORCYCLE, CO.
30405	RODGER MCEWAN CO.
115883	ROUTE 66, 50'S BOY PRODUCT
115415	ROWE U.S.A.
30578	ROYAL INDUSTRIES LTD.
113533	RUSSELL PERFORMANCE
30211	RW COMPANY'S BIKESTUFF
30282	S & S CYCLE, INC.
113782	S.F. MANUFACTURING
30135	SAFETY VEHICLE EMBLEM
113273	SAMSON MOTORCYCLE PRODUCTS, INC.
30593	SANTEE, INC.
30311	SBS
30122	SCORPION EXHAUSTS
115065	SCOTT USA
30520	SCRIBNER PLASTICS
112568	SEAL METHODS INC.
30567	SHA SHA
60172	SIEMENS VDO
115876	SIGN WAVE Z
30397	SIGNAL DYNAMICS CORPORATION
113595	SIR SPEEDY
113709	SJS PRODUCTS
30219	SKECHERS USA

30169	SKULL ENTERPRISES
112867	SLIPSTREAMER INC
113726	SOLUTIONS MANUFACTURING, IN
165676	SONNAX INDUSTRIES, INC.
30252	SOUTH BAY PRECISION
30587	SOUTHERN OREGON HOT BIKES
30366	SOUTHERN OREGON HOT BIKES
30012	SPA TECHNIQUE
257635	SPECIALTY SPORTS LTD.
30298	SPECTRE PERFORMANCE
30148	SPEED-POINT MOTORRADTECHNIK
30565	SPEEDWAY DIVISION OF KNBI,INC
30543	SPORTECH, INC
30473	SPS
30212	SPYKE, INC.
30998	SRITONG INDUSTRIAL SUPPLY LTD.
113952	STANADYNE
30228	STANDARD MOTOR PRODUCTS INC718
30107	STAR WEST INC
114179	STD DEVELOPMENT INC.
175910	STEADY CLOTHING INC.
30369	STEDEBANI ENTERPRISE COMPAN
172629	STEVENSON'S CYCLE
227141	STOUT MARKETING, INC.
30426	STRIDE TOOL, INC
30541	SUMAX, INC.
172901	SUMMIT IND., INC.
112708	SUMMIT INDUSTRIES INC.
30410	SUN MYTH INTERNATIONAL
30159	SUNG BO INDUSTRIAL CO LTD
214576	SUN-TECH INNOVATIONS
115325	SUPERTRAPP INDUSTRIES INC
30596	SUPREME LEGENDS.
31346	SWAY-A-WAY
114190	SYNCRO CORP
30513	SYSTEM PLASTIC CO., LTD.
30337	T.P ENGINEERING
31523	TAG METALS AMERICA LLC
30005	TALLERES DIVA S.A. DE C.V.
30275	TAMJ
30394	TAW VEHICLE CONCEPTS
30364	TAYLOR CABLE PRODUCTS INC. ##
113636	TECHLUSION, INC.
30134	TED TINE MOTORSPORTS, INC.
113559	TERRY COMPONENTS
30420	THE ROD SHOP/IRONSTEED
112691	THE STANDARD RIVET CO.
112780	THERMO-TECH AUTOMOTIVE INC.
114893	THIRD RAIL USA INC.
113910	THUNDER CYCLE DESIGNS
116112	THUNDERHEART PERFORMANCE
30025	TIMKEN CORPORATION, THE
30404	TIMKEN CORPORATION, THE
30117	TOLEMAR / LA CHOPPERS
60150	TOLEMAR MFG.

218254	TOLLE SCANDINAVIAN MOTORCYC
231063	TRANSPON ELECTRONICS, INC.
114069	TRAVELCADE SADDLEMEN
30043	TRIM-LOK, INC.
173018	TUBE SERVICE
30511	TUTHILL CORPORATION
115222	TWIN SPEED LLC
30075	TWISTED CHOPPERS
30385	UFO
30133	UM PERFORMANCE PRODUCTS
61210	UNDERCOVER EYEWEAR
165189	UNI FILTER, INC.
30170	UNITED AUTO SYSTEMS INC.
30372	UNITED ENGINE & MACHINE COM
30384	UNITED WHOLESALE LUMBER COMPANY
30416	UNIVERSAL BATTERY CORPORATI
30342	UVEX SPORTS INC.
112833	V-2 OBSESSIONS INC.
61129	VALENCIA SPORT GROUP
30333	VALLEY MACHINE
114114	VELOCITY MOTORCYCLE
114429	VON HOFFMAN CORPORATION
30474	VOSS EXTREME SPORTS INC
30276	VP RACING FUELS, INC.
116235	WANG'S INTERNATIONAL
114620	WARN INDUSTRIES
30312	WASP INDUSTRIES
196196	WESLEY CAMPBELL
115128	WEST COAST CHOPPERS APPAREL
60841	WEST COAST CHOPPERS INC.
223516	WHITE BROTHERS
152375	WILD 1
30119	WILDTHINGS
30279	WIMMER CUSTOM CYCLES
31489	WINDFIELD CONSUMER PRODUCTS, INC.
113429	WINDVEST COMPANY
115524	WIRE PLUS, INC.
218325	WISECO PISTON INC.
279196	Wotech Co., LTD
30485	XENA SECURITY
172627	YANKEE ENGINEUITY
30453	YAZAWA INCORPORATED
60828	YOST PERFORMANCE PRODUCTS
179751	YUASA BATTERY, INC.
213239	YUHUAN LINGYU MACHINERY MGF0086
30060	ZAN HEADGEAR
150999	ZENITH FUEL SYSTEMS, LLC
188374	ZERUST CONSUMER PRODUCTS
251908	ZIPPER'S CYCLE, INC.
256837	ZODIAC ENTERPRISES LIMITED

G&A Vendors

114995	ACT 1 PERSONNEL SERVICES
226866	ADP
112799	ADP, INC.
114102	AEROTEK COMMERCIAL STAFFING
115318	AFFLINK
30645	ALTA LIFT
261822	AT & T
113187	AT & T
114163	AT&T
115063	AT&T
173199	AT&T MOBILITY
113660	AT&T UNIVERSAL BILLER
114249	BIG BEAR CHOPPERS - ROYALTIES
231155	BRIAN BANKS
116055	BRIAN DRUGGE
223943	BUSTER SPECCHIALI 300
116078	CASEY HOEKSTRA
166723	CHARLES J JELF
115027	CISCO SYSTEMS CAPITAL CORPORATION
197692	CIT TECHNOLOGY FIN SERV, INC
112593	CITY OF MORGAN HILL
115670	COLE FOSTER
114215	CROWN CREDIT CORP
113822	CROWN LIFT TRUCKS
114216	CRYSTAL CLEAN JANITORIAL, INC.
161736	CRYSTAL SPRINGS WATER
187976	CWI OF MISSOURI
166720	DAVID MORI 300
229601	DBA DIAMOND DISTRIBUTING
187861	DLA PIPER RUDNICK GRAY CARY US LLP
237341	DON RICH
287717	DOUG KEIM - ROYALTIES
215017	DUNCAN KELLER
303176	EDDIE TROTTA - ROYALTIES
115021	ELLIS BECK
113629	EMBARQ
114803	ERGO DESIGNS INCORPORATED
182755	FRED KODLIN
296277	GAS COMPANY(THE)
115966	GE CAPITAL
30691	GIRARDEAU JANITORIAL SERVICE
294852	HEATH REHMEYER
112155	INSIGHT GLOBAL FINANCE
115485	INTRAVEX
228065	JESSE G. JAMES/VANILLA GORI
112334	JOHN REED
112157	KAREN LAMON
112353	KARI JO MACLAUGHIN
259454	KINKO'S CUSTOMER ADMN SERVI
252891	KNOLOGY
222767	KOSMAN DESIGN-ROYALTIES
115037	L. ANTHONY FINES, P.C

60894	LANLOGIC, INC.
244143	MAYER BROWN LLP
288474	MCI
113090	MCI COMM SERVICE
112338	MURPHY & HARRISON, INC.
60712	NASI DESIGN
246412	PAUL YAFFEE -ROYALTIES
296276	PEGI VIVIANO
112421	PEROT SYSTEMS
114356	PG&E
224682	PITNEY BOWES CREDIT CORPORATION
163553	PITNEY BOWES PURCHASE POWER
13073	PLACEMENT PROS
268459	RICK DOSS-ROYALTIES
207157	RICOH BUSINESS SYSTEMS
13088	ROBERT CASTANEDA 300
114302	ROGER MINKOW
114443	SANDRO COSTA-2
152596	SANTA ROSA VEE-TWIN
230077	SEBASTIAN BULARZ- TERM 08/1
271498	SOUTHERN CALIFORNIA EDISON
115404	SPHERION
112359	SPRINT
271155	SPRINT
112614	STEVE FREITAS
112689	STEVE VERGANO
112462	TARA SALINAS
54124	THOMPSON & KNIGHT L.L.P.
30711	TROY MACKAMAN 400 - Sample
14082	UGI UTILITIES
12046	VERIZON
107496	WILHELM DESSER
223990	WYATT FULLER

SCHEDULE 1.1.2

Personal Property

Gross Book Value	\$37,248, 247.82
Accumulated Depreciation	<u>(\$36,298,280.51)</u>
Net Book Value	\$ 849,967.31

SCHEDULE 1.1.3

Specified Intangible Property

NONE

SCHEDULE 1.1.4

Deposits (as of 1/14/08)

Grand Total Deposits (Leases, Ins., Utilities, Contracts) \$271,670.33

SCHEDULE 1.1.5

Accounts Receivable

Report Date	DIV/Type	Open Amount USD
1/9/2008	All/Gross Receivables	6,660,409.63

SCHEDULE 1.1.6

Inventory

Report Date	DIV	Amount USD
1/14/2008	All	18,817,186.56

SCHEDULE 1.2

Additional Excluded Assets

Equity interests in any Subsidiaries of Sellers other than the German Subsidiary

SCHEDULE 4.2.8

Required Consent Contracts

Perot Systems

SCHEDULE 5.5

Subsidiaries

The following constitute all the direct and indirect subsidiaries of Global Motorsport Group, Inc. ("GMG"). GMG owns, directly or indirectly, 100% of the equity interest in each.

Direct Subsidiaries

- Custom Chrome Manufacturing, Inc. [a California corporation]
- Custom Chrome Europe, Ltd. [a Delaware corporation]
- Custom Chrome Far East, Ltd. [a Delaware corporation]

Indirect Subsidiaries

- Global Motorsport Group, GmbH [a German corporation and a direct subsidiary of Custom Chrome Europe, Ltd.]
- Custom Chrome Far East, Ltd. [a corporation organized under the laws of the Republic of China (Taiwan) and a direct subsidiary of Custom Chrome Far East, Ltd. (Delaware)]

SCHEDULE 5.8

Intangible Property Disputes

The following describes certain pending or potential disputes relating to intellectual property in which GMG has an interest:

1. John Reed Rocker Boxes. GMG and Custom Chrome Europe believe that certain European distributors may be selling rocker boxes designed by John Reed, as to which GMG has the exclusive right to distribute. These distributors may have received the rocker boxes from GMG's Taiwan manufacturer, in violation of the manufacturer's contractual obligations to GMG. GMG's counsel has contacted the European distributor but has not received a satisfactory response to date.
2. Custom World Int'l. CWI is a Canadian firm in the same line of business as GMG. GMG has opposed CWI's application to register the name "Custom World Int'l in Canada because it was too close to Custom Chrome. GMG's and CWI's counsel are discussing a settlement, under which CWI would be allowed to register the trademark but would agree to include in its advertising a notice that it is not affiliated with Custom Chrome.
3. Elizabeth Truck Center ("ETC"). This is a New Jersey-based company that provides after-market parts, including chrome parts, for large trucks. GMG has opposed its application to register its logo, which includes the words "ETC Custom Chrome." GMG and ETC's counsel have just begun discussions.
4. www.customchrome.com.au. Bendigo Custom Cycles, an Australian dealer in motorcycle parts, including GMG parts, uses this URL – if you type it into your browser, you are redirected to Bendigo's web page. To date, Bendigo has ignored correspondence from GMG's counsel.
5. Registration of "Custom Chrome" in Australia. GMG's application to register the mark "Custom Chrome" has been provisionally denied by the Australian trademark office, on the ground that the name is purely descriptive. GMG is considering whether to pursue the application.
6. "Santé" in Europe. ZEG, a German company, attempted to register the trademark "Santé." The application covered a broad range of products, including toys, bicycle parts, as well as motorcycle parts and accessories. GMG opposed the application as similar to its "Santee" trademark. GMG's and ZEG's counsel have negotiated an agreement, to be documented, under which ZEG would delete all references in its application to motorized vehicles or vehicle parts and add language that specifically excludes "motorized two-wheeled vehicles."

7. www.gmgracing.com. "Global Motorsports Group" is a southern California shop that builds, races, and modifies high-end sports cars. It apparently has no motorcycle operations. GMG successfully opposed its application to register the name "Global Motorsports Group" but has not taken any other action.

8. Chalice, Ltd. (Guatemala). Chalice, a GMG distributor in Guatemala, filed and registered the "Custom Chrome" mark in that country. GMG intends to contact the distributor and have the registration transferred to GMG.

SCHEDULE 5.10.2

Warehouse Addresses

Visalia

7227 West Sunnyview
Visalia, CA 93291-9639

Harrisburg

3500 Industrial Road
Harrisburg, PA 17110

Cape Girardeau

4298 Nash Road
Cape Girardeau, MO 63701

Germany

Global Motorsport Group GmbH
Planiger Strasse 154
55543 Bad Kreuznach
Germany

SCHEDULE 5.11

Pending Litigation

1. **Ft. Worth**

Caption and Case No.: PFF Industiral 4300 Diplomacy Drive, L.P. v. Global Motorsport Group, Inc., Case No. 067-226699-07.

Nature of Proceeding: Suit for back rent.

Court, etc.: State of Texas, District Court, Tarrant County

Status: Pending

2. **Parkinson**

Caption and Case No.: Parkinson & Scartelli v. Custom Chrome, Inc. & Global Motorsport Group, Inc., Case No. 1221

Nature of Proceeding: Product liability

Court, etc.: Court of Common Pleas, Philadelphia County, PA

Status: Pending

3. **Independence**

Caption and Case No.: Global Motorsport Group, etc. v. Focus, Inc., et al., Case No. C20055329

Nature of Proceeding: Collection action

Court, etc.: Arizona Superior Court, Pima County

Status: Pending

4. **Kurena**

Caption and Case No.: Kurena v. Custom Chrome, Inc., Case No. CJ-2006-247

Nature of Proceeding: Product Liability
Court, etc.: Oklahoma District Court, Payne County
Status: Pending

5. **Feist**

Caption and Case No.: William Feist III v. Global Motorsport Group, Inc., PHRC
Case No. 200602233, EEOC No. 17F20076430
Nature of Proceeding: Employment discrimination
Court, etc.: Pennsylvania Human Relations Commission
Status: Pending

6. **Hog Farm I**

Caption and Case No.: Lee et al. v. The Hog Farm, Inc., et al., Case No 20060527
Nature of Proceeding: Conversion, breach of contract, etc.
Court, etc.: Court of Common Pleas, Brown County, Ohio
Status: Pending

7. **Hog Farm II**

Caption and Case No.: Spencer v. The Hog Farm, Inc., et al., Case No. 1:2006 cv
00592
Nature of Proceeding: Breach of contract, etc.
Court, etc.: United States District Court, Southern District of Ohio
Status: Pending

8. **Hog Farm III**

Caption and Case No.: Jenkins v. The Hog Farm, Inc., et al., Case No 2006 CV 0634

Nature of Proceeding: Violation of Ohio Revised Code § 1345.02; cross-claim by Hog Farm v. Custom Chrome for accounting.

Court, etc.: Court of Common Pleas, Brown County, Ohio

Status: Pending

9. **Monday**

Caption and Case No.: In re Gary Monday, Case No. 05-19618-JKC-7

Nature of Proceeding: Chapter 7 bankruptcy case; GMG has asserted a claim against the debtor.

Court, etc.: United States Bankruptcy Court, Southern District of Indiana, Indianapolis Division

Status: Pending.

10. **Gattis**

Julie Gattis, a former GMG employee at GMG's Southern California facility, has filed a gender discrimination claims against GMG with the U.S. Equal Employment Opportunity Commission and California's Department of Fair Employment and Housing in connection with her termination by GMG during the Fall of 2007. Both complaints are pending.

SCHEDULE 9.3

Budget

Global Motorsport Group
Cash Flow Projections - February 1, 2008 - March 12, 2008
(000's)

	Week 1 2/1	Week 2 2/8	Week 3 2/15	Week 4 2/22	Week 5 2/29	Week 6 3/7	Week 7 3/12	Total
Receipts								
CCI/MSI receipts	\$283	\$607	\$623	\$702	\$818	\$938	\$1,053	\$5,024
Foreign Net Funding/CCE	0	75	75	75	75	75	75	450
Total Receipts	283	682	698	777	893	1,013	1,128	5,474
Disbursements - Operations								
Trade Payments	0	500	601	600	500	600	600	3,401
Salaries	0	432	0	440	0	417	0	1,289
Freight- wire	0	88	105	110	159	196	196	854
Credit Card Fees & Royalties	0	6	22	8	11	14	29	90
Rents & RE Taxes	0	262	0	0	0	262	0	524
Tax & Insurance	0	96	0	0	0	96	0	192
Print Media	0	448	85	0	0	0	0	533
Data & Telecom / Perot	0	251	0	0	251	0	0	502
Trade Shows	0	148	65	0	0	0	0	213
Empl Reimburs/Travel	0	15	15	15	15	15	9	84
Normal Course Professionals	0	8	8	8	8	8	8	50
Other	0	48	33	34	37	37	16	205
Total Disbursements - Operations	0	2,303	935	1,215	981	1,646	858	7,938
Disbursements - Other								
Estimated Proceeds from Sale ¹	0	0	0	0	0	0	(16,000)	(16,000)
Transaction Fees ²	0	0	0	0	0	0	0	0
Professional Fees ³	0	60	60	50	35	40	165	165
BK Deposits	0	150	51	0	0	0	765	1,010
Claims Admin	0	0	0	0	40	0	0	201
Misc / Other Costs	0	0	0	0	0	0	0	40
Interest Expense	0	0	0	0	0	5	5	10
Total Disbursements - Other	0	210	111	50	89	45	(15,055)	(14,551)
Total Disbursements	0	2,513	1,046	1,265	1,070	1,691	(14,197)	(6,613)
Net Change in Cash - Weekly	283	(1,831)	(348)	(487)	(177)	(678)	15,325	\$12,087
<DIP Balance> / Available to Estate	\$283	(\$1,548)	(\$1,896)	(\$2,383)	(\$2,560)	(\$3,238)	\$12,087	

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF DESIGNATED CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF DESIGNATED CONTRACTS (this “Assignment of Contracts”) is made and entered into as of this ___ day of _____, 2008, by and between Dae-il USA, Inc., a Delaware corporation (the “Assignee”), and Global Motorsport Group, Inc., a Delaware corporation (“GMG”) and Custom Chrome Europe, Ltd., a Delaware corporation (“CCE”). GMG and CCE are herein referred to collectively as the “Assignor.”

RECITALS

A. This Assignment of Contracts is being delivered to Assignee under and pursuant to the provisions of that certain Asset Purchase Agreement dated as of January 28, 2008 (the “Purchase Agreement”) by and between Assignor and Assignee.

B. Pursuant to the Purchase Agreement, Assignor has agreed to assign, sell, transfer, convey and deliver to Assignee all Assignor’s right, title and interest in and to the contracts, leases, orders, purchase orders, licenses, contracts, agreements and similar arrangements described on Schedule A attached hereto (the “Designated Contracts”).

C. Unless otherwise defined herein, capitalized terms used in this Assignment of Contracts shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises, the consideration described herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts such assignment of, Assignor’s entire right, title and interest in and to all the Designated Contracts.
2. Assumed Obligations. Assignee hereby assumes the Cure Costs associated with, and the liabilities and obligations of the Seller arising from and after the Closing under, the Designated Contracts.
3. Excluded Contracts. The parties acknowledge and agree that Assignee shall not assume or be responsible for any obligations or liabilities of Assignor under the Excluded Contracts, and Assignor shall retain and be solely responsible for the Excluded Contracts.
4. Miscellaneous
 - a. Relationship to the Purchase Agreement. Notwithstanding any other provisions to the contrary, nothing contained in this Assignment of Contracts shall modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warrants, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Purchase Agreement nor shall this Assignment of Contracts expand or enlarge any remedies under the Purchase Agreement including, without limitation, any limits on

indemnification specified therein. This Assignment of Contracts is intended only to effect the transfer of certain assets transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

b. Governing Law. This Assignment of Contracts shall be governed by and construed and enforced in accordance with Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (as amended, the “**Bankruptcy Code**”) and, to the extent not inconsistent with the Bankruptcy Code, the internal laws of the State of Delaware, without regard to the choice of laws rules of such State.

c. Headings; Captions. All paragraph titles or captions in this Assignment of Contracts are for convenience only and in no way define, limit, extend or describe the scope or intent of any provision hereof.

d. Counterparts. This Assignment of Contracts may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[Signature Page to Follow.]

In Witness Whereof, the parties executed this Assignment of Contracts as of the day and year first written above.

ASSIGNEE:

Dae-il USA, Inc.

By: _____
Name: _____
Its: _____

ASSIGNOR:

Global Motorsport Group, Inc.

By: _____
Name: _____
Its: _____

Custom Chrome Europe, Ltd.

By: _____
Name: _____
Its: _____

SCHEDULE A
Designated Contracts

EXHIBIT B

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (the "Bill of Sale") is made and entered into as of this ___ day of _____, 2008, by Global Motorsport Group, Inc., a Delaware corporation ("GMG") and Custom Chrome Europe, Ltd., a Delaware corporation ("CCE"), in favor of Dae-il USA, Inc., a Delaware corporation ("Buyer"). GMG and CCE are herein referred to collectively as the "Seller."

RECITALS

A. This Bill of Sale is being delivered to Buyer under and pursuant to the provisions of that certain Asset Purchase Agreement dated as of January 28, 2008 (the "Purchase Agreement") by and between Seller and Buyer.

B. Pursuant to the Purchase Agreement, Seller has agreed to assign, sell, transfer, convey and deliver to Buyer certain assets of Seller as set forth on Schedule A attached hereto (the "Assets").

C. Unless otherwise defined herein, capitalized terms used in this Bill of Sale shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises, the consideration described herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Transfer. Seller does hereby sell, convey, transfer, assign, and deliver the Assets unto Buyer, its successors and assigns, forever.
2. Assignment of Claims. Seller hereby assigns and transfers to Buyer, its successors and assigns, to the extent held by Seller, all Claims relating to the Assets sold, conveyed, transferred, delivered, and assigned under this Bill of Sale.
3. Acceptance of Assets. Buyer hereby accepts the Assets and Claims sold, conveyed, transferred, delivered, and assigned under this Bill of Sale.
4. Power of Attorney to Transfer. Seller constitutes and appoints Buyer, its successors and assigns, the true and lawful attorney-in-fact of Seller, with full power of substitution, having full right and authority, in the name of Seller, but at the expense of Buyer, to collect or enforce for the account of Buyer, all liabilities and obligations of third parties with respect to the Assets; to institute and prosecute all proceedings that Buyer may deem proper in order to collect, assert, or enforce any claim, right, or title of any kind in or to the Assets, to defend and compromise any and all actions, suits, or proceedings with respect to any of the Assets, and to do all such acts and things in relation to such assets that Buyer may reasonably deem advisable. Seller agrees that the above-stated powers are coupled with an interest and shall be irrevocable by Seller in any manner or for any reason.

5. Miscellaneous.

a. Relationship to the Purchase Agreement. Notwithstanding any other provisions to the contrary, nothing contained in this Bill of Sale shall modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warrants, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Seller or Buyer set forth in the Purchase Agreement nor shall this Bill of Sale expand or enlarge any remedies under the Purchase Agreement including, without limitation, any limits on indemnification specified therein. This Bill of Sale is intended only to effect the transfer of certain assets transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

b. Governing Law. This Bill of Sale shall be governed by and construed and enforced in accordance with Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (as amended, the "Bankruptcy Code") and, to the extent not inconsistent with the Bankruptcy Code, the internal laws of the State of Delaware, without regard to the choice of laws rules of such State.

c. Headings; Captions. All paragraph titles or captions in this Bill of Sale are for convenience only and in no way define, limit, extend or describe the scope or intent of any provision hereof.

d. Counterparts. This Bill of Sale may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above written.

SELLER:

Global Motorsport Group, Inc.

By: _____
Name: _____
Its: _____

Custom Chrome Europe, Ltd.

By: _____
Name: _____
Its: _____

Acknowledged and Agreed by:

BUYER:

Dae-il USA, Inc.

By: _____
Name: _____
Its: _____

SCHEDULE A

Schedule of Assets

Exhibit D

ASSUMPTION OF LIABILITIES

THIS ASSUMPTION OF LIABILITIES is made and entered into as of this ___ day of _____, 2008, by Dae-il USA, Inc., a Delaware corporation (the “**Assignee**”), in favor of Global Motorsport Group, Inc., a Delaware corporation (“**GMG**”) and Custom Chrome Europe, Ltd., a Delaware corporation (“**CCE**”). GMG and CCE are herein referred to collectively as the “**Assignor**.”

RECITALS

A. This Assumption of Liabilities is being delivered to Assignor under and pursuant to the provisions of that certain Asset Purchase Agreement dated as of January 28, 2008 (the “**Purchase Agreement**”) by and between Assignor and Assignee.

B. Pursuant to the Purchase Agreement, Assignee has agreed to assume certain liabilities of Assignor.

C. Unless otherwise defined herein, capitalized terms used in this Assumption of Liabilities shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises, the consideration described herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assumption. Assignee hereby assumes all of the Assumed Liabilities.
2. Excluded Obligations. The parties acknowledge and agree that Assignee shall not assume or be responsible for any Excluded Obligations, and Assignor shall retain and be solely responsible for the Excluded Obligations.
3. Miscellaneous
 - a. Relationship to the Purchase Agreement. Notwithstanding any other provisions to the contrary, nothing contained in this Assumption of Liabilities shall modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warrants, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Purchase Agreement nor shall this Assumption of Liabilities expand or enlarge any remedies under the Purchase Agreement including, without limitation, any limits on indemnification specified therein. This Assumption of Liabilities is intended only to effect the transfer of certain liabilities transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.
 - b. Governing Law. This Assumption of Liabilities shall be governed by and construed and enforced in accordance with Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (as amended, the “**Bankruptcy Code**”) and, to the extent not inconsistent with the Bankruptcy Code, the internal laws of the State of Delaware, without regard to the choice of laws rules of such State.

c. Headings; Captions. All paragraph titles or captions in this Assumption of Liabilities are for convenience only and in no way define, limit, extend or describe the scope or intent of any provision hereof.

d. Counterparts. This Assumption of Liabilities may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[Signature Page to Follow.]

In Witness Whereof, the parties executed this Assumption of Liabilities as of the day and year first written above.

ASSIGNEE:

Dae-il USA, Inc.

By: _____
Name: _____
Its: _____

ASSIGNOR:

Global Motorsport Group, Inc.

By: _____
Name: _____
Its: _____

Custom Chrome Europe, Ltd.

By: _____
Name: _____
Its: _____

EXHIBIT C

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY is made and entered into as of this ___ day of _____, 2008, by and between Dae-il USA, Inc., a Delaware corporation (the “**Assignee**”), and Global Motorsport Group, Inc., a Delaware corporation (“**GMG**”) and Custom Chrome Europe, Ltd., a Delaware corporation (“**CCE**”). GMG and CCE are herein referred to collectively as the “**Assignor**.”

RECITALS

A. This Assignment of Intangible Property is being delivered to Assignee under and pursuant to the provisions of that certain Asset Purchase Agreement dated as of January 28, 2008 (the “**Purchase Agreement**”) by and between Assignor and Assignee.

B. Pursuant to the Purchase Agreement, Assignor has agreed to assign, sell, transfer, convey and deliver to Assignee certain intangible property of Assignor described on Schedule A attached hereto (the “**Intangible Property**”).

C. Unless otherwise defined herein, capitalized terms used in this Assignment of Intangible Property shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises, the consideration described herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts such assignment of, Assignor’s entire right, title and interest in and to all the Intangible Property.

2. Miscellaneous

a. Relationship to the Purchase Agreement. Notwithstanding any other provisions to the contrary, nothing contained in this Assignment of Intangible Property shall modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warrants, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Purchase Agreement nor shall this Assignment of Intangible Property expand or enlarge any remedies under the Purchase Agreement including, without limitation, any limits on indemnification specified therein. This Assignment of Intangible Property is intended only to effect the transfer of certain assets transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

b. Governing Law. This Assignment of Intangible Property shall be governed by and construed and enforced in accordance with Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (as amended, the “**Bankruptcy Code**”) and, to the extent not inconsistent with the Bankruptcy Code, the internal laws of the State of Delaware, without regard to the choice of laws rules of such State.

c. Headings; Captions. All paragraph titles or captions in this Assignment of Intangible Property are for convenience only and in no way define, limit, extend or describe the scope or intent of any provision hereof.

d. Counterparts. This Assignment of Intangible Property may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[Signature Page to Follow.]

In Witness Whereof, the parties executed this Assignment of Intangible Property as of the day and year first written above.

ASSIGNEE:

Dae-il USA, Inc.

By: _____

Name: _____

Its: _____

ASSIGNOR:

Global Motorsport Group, Inc.

By: _____

Name: _____

Its: _____

Custom Chrome Europe, Ltd.

By: _____

Name: _____

Its: _____

SCHEDULE A

Intangible Property Schedule

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
GLOBAL MOTORSPORT GROUP, INC., <u>et al.</u> , ¹)	Case No. 08-10192 (___)
Debtors.)	(Jointly Administered)

ORDER (I) APPROVING ASSET PURCHASE AGREEMENT AND AUTHORIZING THE SALE OF ASSETS OF GLOBAL MOTORSPORT GROUP, INC. AND CUSTOM CHROME EUROPE, LTD. OUTSIDE THE ORDINARY COURSE OF BUSINESS, (II) AUTHORIZING THE SALE OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, (III) AUTHORIZING THE ASSUMPTION AND SALE AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (IV) GRANTING RELATED RELIEF

Upon the motion, dated January 31, 2008 (the “Sale Motion”), of the Global Motorsport Group, Inc. and Custom Chrome Europe, Ltd. (the “Seller”) for the entry of an order pursuant to sections 105, 363 and 365 of Title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) authorizing the Debtors to, *inter alia*, (i) enter into that certain Asset Purchase Agreement, dated as of January 28, 2008, between Dae-II USA, Inc., a Delaware corporation (“Buyer”), and the Seller (the “Agreement”, attached hereto as Exhibit 1), (ii) sell substantially all of their assets free and clear of all Encumbrances², with such sale to be in accordance with the terms and conditions of the Agreement; (iii) assume, sell and assign certain

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Global Motorsport Group, Inc. (6138); Custom Chrome Manufacturing, Inc., dba Santee Industries (2016); Custom Chrome Europe, Ltd. (8828); and Custom Chrome Far East, Ltd. (8827) (together, the “Debtors”). The address for all Debtors is 16100 Jacqueline Ct., Morgan Hill, CA 95037.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Sale Motion, the Agreement, or the *Order (a) Approving Bid Procedures Relating to Sale of Substantially All of the Assets of Global Motorsport Group, Inc. and Custom Chrome Europe, Ltd.; (b) Scheduling A Hearing to Consider the Sale and Approving the Form and Matter of Notices; (c) Establishing Procedures Relating to Assumption and Assignment of Certain Contracts, Including Notice of Proposed Cure Amounts; (d) Approving Expense Reimbursement and Break-Up Fee Provisions; and (e) Granting Related Relief.*

executory contracts and unexpired leases to the Buyer; and (iv) granting related relief; and this Court having entered an order dated _____, 2008 (the “Bidding Procedures Order” and attached as Exhibit 1 thereto, the “Bid Procedures”) authorizing the Debtors to conduct, and approving the terms and conditions of, the Auction and Bid Procedures to consider higher or otherwise better offers for the Assets, establishing a date for the Auction, and approving, *inter alia*, (i) the Bid Procedures in connection with the Auction; (ii) the form and manner of notice of the Auction and Bid Procedures; (iii) procedures relating to certain Designated Contracts, including notice of proposed Cure Costs; and (iv) the Expense Reimbursement and the Break-up Fee; and the Court having established the date of the Sale Hearing; and the Court having jurisdiction to consider the Sale Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334; and consideration of the Sale Motion, the relief requested therein, and the responses thereto, if any, being a core proceeding in accordance with 28 U.S.C. § 157(b); and the appearance of all interested parties and all responses and objections, if any, to the Sale Motion having been duly noted in the record of the Sale Hearing; and upon the record of the Sale Hearing, and all other pleadings and proceedings in this case, including the Sale Motion; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and after due deliberation and sufficient cause appearing therefore;

IT IS HEREBY FOUND, DETERMINED AND CONCLUDED THAT:³

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.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

³ All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Sale Motion are hereby incorporated herein to the extent not inconsistent herewith.

C. The Court has jurisdiction over this matter and over the property of the Debtors, including the Assets to be sold, transferred or conveyed pursuant to the Agreement, and their respective estates pursuant to 28 U.S.C. § § 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these chapter 11 cases and the Sale Motion in this district is proper pursuant to 28 U.S.C. § § 1408 and 1409.

D. The statutory predicates for the relief sought in the Sale Motion and the basis for the approvals and authorizations herein are (i) Bankruptcy Code § § 102, 105, 363, 365, 1123, 1141 and 1146, and (ii) Bankruptcy Rules 2002, 6004, 6006 and 9014.

E. On January 31, 2008 (the "Petition Date"), the Debtors filed voluntary petitions for reorganization under Chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued in possession and management of their businesses and properties as debtors-in-possession pursuant to Bankruptcy Code § § 1107(a) and 1108.

F. As evidenced by the affidavits of service filed with the Court, proper, timely, adequate, and sufficient notice of the Sale Motion, the Auction, and the Sale Hearing have been provided in accordance with Bankruptcy Code § § 102(1) and 363(b), Bankruptcy Rules 2002, 6004, 9006, 9007, 9008 and 9014, the local rules of this Court, the procedural due process requirements of the United States Constitution, and in compliance with the Bidding Procedures Order. The Debtors also gave due and proper notice of the assumption, sale, and assignment of each Designated Contract to each non-debtor party under each such Designated Contract. Such notice was good and sufficient and appropriate under the particular circumstances. No other or further notice of the Sale Motion, the Auction, the Sale Hearing, the assumption and assignment of the Designated Contracts, or of the entry of this Order is necessary or shall be required.

G. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities, including, without limitation, (i) all entities that claim any interest in or lien upon the Assets; (ii) all parties to Designated Contracts assumed and sold and assigned pursuant to this Order; (iii) all governmental taxing authorities

that have, or as a result of the sale of the Assets may have, claims, contingent or otherwise, against the Debtors; (iv) all parties that filed requests for notices under Bankruptcy Rule 9010(b) or were entitled to notice under Bankruptcy Rule 2002; (v) all known creditors (whether liquidated, contingent or unmatured) of the Debtors; (vi) all taxing authorities in the jurisdiction in which the Debtors operate (vii) all interested governmental, pension and environmental entities known by the Debtors to assert jurisdiction over the Debtors and to have an interest in the proposed Sale; (viii) the Office of the United States Trustee; (ix) counsel to any official Committee appointed in these cases; (x) counsel to the Debtors' pre and post petition secured lenders; and (xi) entities known by the Debtors with an interest in purchasing the Assets. Other parties interested in bidding on the Assets were provided, upon request, sufficient information to make an informed judgment on whether to bid on the Assets.

H. The Debtors have demonstrated a sufficient basis and the existence of exigent circumstances for them to enter into the Agreement, sell the Assets and assume and assign the Designated Contracts under Bankruptcy § § 363, 365, 1123 and 1141, and such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their estates and their creditors.

I. The Bid Procedures set forth in the Bidding Procedures Order were non-collusive, substantively and procedurally fair to all parties and were the result of arms length negotiations between the Debtors and the Buyer.

J. The Debtors and their professionals have complied, in good faith, in all respects with the Bidding Procedures Order. As demonstrated by the testimony and other evidence proffered or adduced at the Sale Hearing through marketing efforts and a competitive sale process conducted in accordance with the Bidding Procedures Order, the Debtors (i) afforded interested potential purchasers a full, fair and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase all of the Debtors' assets, (ii) provided potential purchasers, upon request, sufficient information to enable them to make an

informed judgment on whether to bid on the Assets, (iii) considered any bids submitted on or before the Bid Deadline, [and (iv) commenced the Auction on or before _____, 2008.]

K. [At the conclusion of the Auction, the Debtors announced that they had determined that the offer submitted by the Buyer in the Agreement was the highest or otherwise best offer and the Buyer is the Successful Bidder for the Assets in accordance with the Bidding Procedures Order.] The Bidding Procedures obtained the highest value for the Assets for the Debtors and their estates.

L. The offer of the Buyer, upon the terms and conditions set forth in the Agreement, including the form and total consideration to be realized by the Debtors pursuant to the Agreement, (i) is the highest and best offer received by the Debtors; (ii) is fair and reasonable; (iii) is in the best interests of the Debtors' creditors and estates; (iv) constitutes full and adequate consideration and reasonably equivalent value for the Assets; and (v) will provide a greater recovery for the Debtors' creditors and other interested parties than would be provided by any other practically available alternative.

M. The Buyer is not an "insider" or "affiliate" of the Debtors as those terms are defined in the Bankruptcy Code. The Buyer is a buyer in good faith, as that term is used in the Bankruptcy Code and the decisions thereunder, and is entitled to the protections of Bankruptcy Code § 363(m) and (n) with respect to all of the Assets. The Agreement was negotiated and entered into in good faith, based upon arm's length bargaining, and without collusion or fraud of any kind. [The Auction was conducted in accordance with the Bidding Procedures Order and in good faith within the meaning of Bankruptcy Code § 363(m).] Neither the Debtors nor the Buyer has engaged in any conduct that would prevent the application of Bankruptcy Code § 363(m) or cause the application of or implicate Bankruptcy Code § 363(n) to the Agreement or to the consummation of the sale transaction and transfer of the Assets and Designated Contracts to Buyer. The Buyer is entitled to all the protections and immunities of Bankruptcy Code § 363(m).

N. The Debtors have full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the sale of the Assets has been duly and validly authorized by all necessary corporate authority by the Debtors to consummate the transactions contemplated by the Agreement. No consents or approvals, other than as may be expressly provided for in the Agreement, are required by the Debtors to consummate such transactions.

O. The Debtors have advanced sound business reasons for seeking to enter into the Agreement and to sell and/or assume and sell and assign the Assets, as more fully set forth in the Sale Motion and as demonstrated at the Sale Hearing, and it is a reasonable exercise of the Debtors' business judgment to sell the Assets and to consummate the transactions contemplated by the Agreement. Notwithstanding any requirement for approval or consent by any person, the transfer of the Assets to the Buyer and the assumption and assignment of the Designated Contracts is a legal, valid and effective transfer of the Assets and any Designated Contracts.

P. The terms and conditions of the Agreement, including the consideration to be realized by the Debtors pursuant to the Agreement, are fair and reasonable, and the transactions contemplated by the Agreement are in the best interests of the Debtors' estates.

Q. Except as otherwise provided in the Agreement, the Assets shall be sold free and clear of all Liens, Claims, Encumbrances and Interests with such Liens, Claims, Encumbrances and Interests to attach to the consideration to be received by the Debtors in the same priority and subject to the same defenses and avoidability, if any, as before the Closing, and Buyer would not enter into the Agreement to purchase the Assets otherwise.

R. The transfer of the Assets to Buyer will be a legal, valid and effective transfer of the Assets, and, except as may otherwise be provided in the Agreement, shall vest Buyer with all right, title and interest of the Debtors to the Assets free and clear of any and all Liens, Claims, Encumbrances and Interests. Except as specifically provided in the Agreement or

this Order, the Buyer shall not assume or become liable for any Liens, Claims, Encumbrances and Interests relating to the Assets being sold by the Debtors.

S. The transfer of the Assets to the Buyer free and clear of all Liens, Claims, Encumbrances and Interests will not result in any undue burden or prejudice to any holders of any Liens, Claims, Encumbrances and Interests as all such Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever shall attach to the net proceeds of the sale of the Assets received by the Debtors in the order of their priority, with the same validity, force and effect which they now have as against the Assets and subject to any claims and defenses the Debtors or other parties may possess with respect thereto. All persons having Liens, Claims, Encumbrances or Interests of any kind or nature whatsoever against or in any of the Debtors or the Assets shall be forever barred estopped and permanently enjoined from pursuing or asserting such Liens, Claims, Encumbrances or Interests against the Buyer, any of its assets, property, successors or assigns, or the Assets.

T. The Debtors may sell the Assets free and clear of all Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in Bankruptcy Code § 363(f) has been satisfied. Those (i) holders of Liens, Claims, Encumbrances and Interests and (ii) non-debtor parties, who did not object, or who withdrew their objections, to the sale of the Assets and the Sale Motion are deemed to have consented pursuant to Bankruptcy Code § 363(f)(2). All objections to the Sale Motion have been resolved. Those holders of Liens, Claims, Encumbrances and Interests who did object fall within one or more of the other subsections of Bankruptcy Code § 363(f) and are adequately protected by having their Liens, Claims, Encumbrances and Interests, if any, attach to the proceeds of the sale of the Assets ultimately attributable to the property against or in which they claim or may claim any Claims, Encumbrances and Interests, with such Claims, Encumbrances and Interests being subject to treatment as prescribed in the Debtors' Plan or by separate order of this Court.

U. Not selling the Assets free and clear of all Liens, Claims, Interests and Encumbrances would adversely impact the Debtors' estates, and the sale of Assets other than one

free and clear of all Liens, Claims, Interests and Encumbrances would be of substantially less value to the Debtors' estates.

V. The Debtors and the Buyer have, to the extent necessary, satisfied the requirements of Bankruptcy Code § 365, including Bankruptcy Code § § 365(b)(1)(A), (B) and 365(f), in connection with the sale and the assumption and assignment of the Designated Contracts. The Buyer has demonstrated adequate assurance of future performance with respect to the Designated Contracts pursuant to Bankruptcy Code § 365(b)(1)(C). The assumption and assignment of the Designated Contracts pursuant to the terms of this Order is integral to the Agreement and is in the best interests of the Debtors, their estates, their creditors and other parties in interest, and represents the exercise of sound and prudent business judgment by the Debtors.

W. The Designated Contracts are assignable notwithstanding any provisions contained therein to the contrary. Through payments to be made by the Buyer, the Debtors have provided for the cures and/or other payments or actions required to assume and assign the Designated Contracts to the Buyer. The Buyer has provided adequate assurance of its future performance under the Designated Contracts and the proposed assumption and assignment of the Designated Contracts.

X. The Buyer will be acting in good faith, pursuant to Bankruptcy Code § 363(m), in closing the transactions contemplated by the Agreement at any time on or after the entry of this Order and cause has been shown as to why this Order should not be subject to the stay provided by Bankruptcy Rules 6004(g) and 6006(d).

Y. The transactions contemplated under the Agreement do not amount to a consolidation, merger or *de facto* merger of the Buyer and the Debtors and/or the Debtors' estates, there is not substantial continuity between the Buyer and the Debtors, there is no continuity of enterprise between the Debtors and the Buyer, the Buyer is not a mere continuation of the Debtors or their estates, and the Buyer does not constitute a successor to the Debtors or their estates.

Z. The sale of the Assets outside of a plan of reorganization pursuant to the Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. The sale does not constitute a *sub rosa* chapter 11 plan.

AA. The total consideration provided by the Buyer for the Assets is the highest and best offer received by the Debtors, and the Purchase Price constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (b) fair consideration under the Uniform Fraudulent Conveyance Act and (c) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession, or the District of Columbia, for the Assets.

BB. Time is of the essence in consummating the sale. In order to maximize the value of the Assets, it is essential that the sale of the Assets occur within the time constraints set forth in the Agreement. Accordingly, there is cause to lift the stays contemplated by Bankruptcy Rules 6004 and 6006.

CC. The Buyer shall have no obligations with respect to any liabilities of the Debtors other than the Assumed Liabilities and its obligations under the Agreement.

NOW, THEREFORE, BASED UPON ALL OF THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Sale Motion is granted in its entirety, subject to the terms and conditions contained herein.

2. All objections, responses, and requests for continuance concerning the Sale Motion are resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearing. To the extent any such objection, response or request for continuance was not otherwise withdrawn, waived, or settled, it, and all reservations of rights contained therein, is overruled and denied.

3. Notice of the Sale Hearing was fair and equitable under the circumstances and complied in all respects with 11 U.S.C. § 102(1) and Bankruptcy Rules 2002, 6004 and 6006.

4. The sale of the Assets, the terms and conditions of the Agreement (including all schedules and exhibits affixed thereto), the bid by the Buyer and the transactions contemplated thereby be, and hereby are, authorized and approved in all respects.

5. The sale of the Assets and the consideration provided by the Buyer under the Agreement is fair and reasonable and shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law.

6. The Buyer is hereby granted and is entitled to all of the protections provided to a good faith buyer under Bankruptcy Code § 363(m), including with respect to the transfer of the Designated Contracts as part of the sale of the Assets pursuant to Bankruptcy Code § 365 and this Order.

7. Subject to the terms of the Agreement, the Debtors be, and hereby are, authorized, to assume, perform under, consummate and implement the terms of the Agreement together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Agreement, this Order and sale of the Assets contemplated thereby including, without limitation, deeds, assignments, stock powers and other instruments of transfer, and to take all further actions as may reasonably be requested by the Buyer for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer, or reducing to possession any or all of the Assets or Assumed Liabilities, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Agreement, without any further corporate action or orders of this Court. The Buyer shall have no obligation to proceed with the Closing of the Agreement until all conditions precedent to its obligations to do so have been met, satisfied or waived.

8. The Debtors and each other person or entity having duties or responsibilities under the Agreement, any agreements related thereto or this Order, and their respective directors, officers, employees, members, agents, representatives, and attorneys, are authorized and empowered, subject to the terms and conditions contained in the Agreement, to carry out all of the provisions of the Agreement and any related agreements; to issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the Agreement, and any related agreements; to take any and all actions contemplated by the Agreement, any related agreements or this Order; and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to perform such other acts and execute and deliver such other documents, as are consistent with, and reasonably necessary or appropriate to implement, effectuate, and consummate, the Agreement, any related agreements and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court or further action by their respective directors, officers, employees, members, agents, representatives, and attorneys, and with like effect as if such actions had been taken by unanimous action of the respective directors, officers, employees, members, agents, representatives, and attorneys of such entities. The secretary or any assistant secretary of the Debtors shall be, and hereby is, authorized to certify or attest to any of the foregoing actions (but no such certification or attestation shall be required to make any such action valid, binding, and enforceable). The Debtors are further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the Agreement, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are

necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by the corporation laws of the State of Delaware and all other applicable business corporation, trust, and other laws of the applicable governmental units with respect to the implementation and consummation of the Agreement, any related agreements and this Order, and the transactions contemplated thereby and hereby.

9. Effective as of the Closing, (a) the sale of the Assets by the Debtors to the Buyer shall constitute a legal, valid and effective transfer of the Assets notwithstanding any requirement for approval or consent by any person and shall vest Buyer with all right, title and interest of the Debtors in and to the Assets, free and clear of all Claims, Liens, Interests and Encumbrances of any kind, pursuant to Bankruptcy Code § 363(f), and (b) the assumption of any Assumed Liabilities by the Buyer shall constitute a legal, valid and effective delegation of any Assumed Liabilities to the Buyer and shall divest the Debtors of all liability with respect to any Assumed Liabilities.

10. The sale of the Assets is not subject to avoidance pursuant to Bankruptcy Code § 363(n).

11. Except to the extent specifically provided in the Agreement, upon the closing, pursuant to Bankruptcy Code § 1141(c), the Debtors shall be, and hereby are, authorized, and empowered, pursuant to Bankruptcy Code § § 105, 363(b), 1123 and 1141, to sell the Assets, including those within the Assignment and Assumption Agreement, to the Buyer. The sale of the Assets shall vest Buyer with all right, title and interest of the Debtors to the Assets free and clear of any and all Claims, Liens, Interests and Encumbrances and other liabilities and claims, whether secured or unsecured, choate or inchoate, filed or unified, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, disputed or undisputed, or known or unknown, whether arising prior to or subsequent to the Petition Date, whether imposed by

agreement, understanding, law, equity or otherwise, with all such Claims, Liens, Interests and Encumbrances to attach only to the proceeds of the sale with the same priority, validity, force, and effect, if any, as they now have in or against the Assets, subject to all claims and defenses the Debtors may possess with respect thereto. Following the Closing Date, no holder of any Claims, Liens, Interests and Encumbrances in the Assets shall interfere with the Buyer's use and enjoyment of the Assets based on or related to such Claims, Liens, Interests and Encumbrances, or any actions that the Debtors may take in their chapter 11 cases and no person shall take any action to prevent, interfere with or otherwise enjoin consummation of the transactions contemplated in or by the Agreement or this Order.

12. The provisions of this Order authorizing the sale of the Assets free and clear of Liens, Claims, Encumbrances and Interests, other than Assumed Liabilities, shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order. However, subject to the terms of the Agreement the Debtors and the Buyer, and each of their respective officers, employees and agents are hereby authorized and empowered to take all actions and execute and deliver any and all documents and instruments that either the Debtors or the Buyer deem reasonably necessary or appropriate to implement and effectuate the terms of the Agreement and this Sale Order. Moreover, effective as of the Closing, the Buyer, its successors and assigns, shall be designated and appointed the Debtors' true and lawful attorney and attorneys with respect to the Assets, with full power of substitution, in the Debtors' name and stead, on behalf and for the benefit of the Buyer, its successors and assigns, to demand and receive any and all of the Assets and to give receipts and releases for and in respect of the Assets, or any part thereof, and from time to time to institute and prosecute the Debtors' name, for the benefit of the Buyer, its successors and assigns, any and all proceedings at law, in equity or otherwise, which the Buyer, its successors and assigns, may deem proper for the collection or reduction to possession of any of the Assets, and to do all acts and things with respect to the Assets which the Buyer, its successors and

assigns, shall deem reasonably desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Debtors.

13. Upon the Closing Date, the Debtors' creditors are authorized to execute such documents and take all other actions as may be necessary to release any Encumbrances of any kind against the Assets, as such Encumbrances may have been recorded or may otherwise exist. If any person or entity that has filed financing statements or other documents or agreements evidencing any Liens, Claims, Encumbrances or Interests in or against the Assets shall not have delivered to the Debtors prior to the Closing after request therefor, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all such Liens, Claims, Encumbrances or Interests that the person or entity has with respect to the Assets, the Debtors are hereby authorized to execute and file such statements, and empowered to perform under, all instruments, releases and other documents on behalf of the person or entity with respect to such Assets prior to the Closing, and the Buyer is authorized to file such documents after Closing.

14. To the greatest extent available under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Debtors with respect to the Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer as of the Closing Date.

15. All of the Debtors' interests in the Assets to be acquired by the Buyer under the Agreement shall be, as of the Closing Date and upon the occurrence of the Closing, transferred to and vested in the Buyer. Upon the occurrence of the Closing, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Assets acquired by the Buyer under the Agreement and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Assets to the Buyer.

16. Except as expressly provided in the Agreement, the Buyer is not assuming nor shall it or any affiliate of Buyer be in any way liable or responsible, as a successor or otherwise, for any liabilities, debts, or obligations of the Debtors in any way whatsoever relating to or arising from the Debtors' ownership or use of the Assets prior to the consummation of the transactions contemplated by the Agreement, or any liabilities calculable by reference to the Debtors or their operations or the Assets, or relating to continuing or other conditions existing on or prior to consummation of the transactions contemplated by the Agreement, which liabilities, debts, and obligations are hereby extinguished insofar as they may give rise to liability, successor or otherwise, against Buyer or any affiliate of the Buyer.

17. Except as otherwise provided in the Agreement, upon the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release their respective Interests or Claims against the Assets, if any, as may have been recorded or may otherwise exist.

18. Except as otherwise expressly provided in the Agreement, all persons or entities presently on or after the Closing Date in possession of some or all of the Assets are directed to surrender possession of the Assets to the Buyer on the Closing Date, or at such time thereafter as the Buyer may request.

19. The Assignment and Assumption Agreement is valid and binding, in full force and effect, and enforceable in accordance with its terms.

20. Subject to the terms of the Agreement, the Assumption and Assignment Agreement and the occurrence of the Closing Date, the assumption by the Debtors of the Designated Contracts and the sale and assignment of such agreements to the Buyer, as provided for or contemplated by the Agreement, be, and hereby is, authorized and approved pursuant to Bankruptcy Code § § 363, 365, 1123(a)(5)(D) and 1141(c).

21. The Designated Contracts shall be deemed valid and binding and in full force and effect and assumed by the Debtors and sold and assigned to the Buyer at the Closing, pursuant to Bankruptcy Code § § 363 and 365, subject only to (a) the assumption of payment and

payment by Buyer of all cures and/or other payments or actions required to assume and assign the Designated Contracts to the Buyer; and (b) the Buyer's right to exclude Designated Contracts from the definition of Designated Contracts in accordance with the terms of the Agreement. Subject to the terms of the Agreement and to the extent the Buyer excludes any Designated Contracts from the definition of Designated Contracts, the Debtors shall file a revised Schedule __ to the Agreement with the Court and provide proper and adequate notice thereof.

22. Upon the Closing, in accordance with Bankruptcy Code § § 363 and 365, the Buyer shall be fully and irrevocably vested in all right, title and interest of each Designated Contract. The Debtors shall reasonably cooperate with, and take all actions reasonably requested by, the Buyer to effectuate the foregoing.

23. Pursuant to Bankruptcy Code § § 365(b)(1)(A) and (B), and except as otherwise provided in this Order, the Buyer shall promptly pay or cause to be paid to the parties to any Designated Contracts the requisite Cure Costs, if any, set forth in the notice served by the Debtors on each of the parties to the Designated Contracts, except to the extent that a Cure Costs was amended on the record of the Sale Hearing, following the assumption and assignment thereof. The Cure Costs are hereby fixed at the amounts set forth in the notice served by the Debtors, or the amounts set forth on the record of the Sale Hearing, as the case may be, and the non-debtor parties to the Designated Contracts are forever bound by such Cure Costs.

24. All defaults or other obligations under the Designated Contracts arising prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in Bankruptcy Code § 365(b)(2)) shall be deemed cured by payment by the Buyer of the Cure Costs, and which costs shall be the sole and exclusivity responsibility of the Buyer pursuant to the terms of the Agreement.

25. Any provision in any Designated Contract that purports to declare a breach, default or payment right as a result of an assignment or a change of control in respect of the Debtors is unenforceable, and all Designated Contracts shall remain in full force and effect, subject only to payment of the appropriate Cure Cost, if any. No sections or provisions of any

Designated Contract that purports to provide for additional payments, penalties, charges, or other financial accommodations in favor of the non-debtor third party to the Designated Contracts shall have any force and effect with respect to the sale transaction and assignments authorized by this Order, and such provisions constitute unenforceable anti-assignment provisions under Bankruptcy Code § 365(f) and/or are otherwise unenforceable under Bankruptcy Code § 365(e) and no assignment of any Designated Contract pursuant to the terms of the Agreement shall in any respect constitute a default under any Designated Contract. The non-Debtor party to each Designated Contract shall be deemed to have consented to such assignment under Bankruptcy Code § 365(c)(1)(B), and the Buyer shall enjoy all of the rights and benefits under each such Designated Contract as of the applicable date of assumption without the necessity of obtaining such non-Debtor party's written consent to the assumption or assignment thereof.

26. The Buyer has satisfied all requirements under Bankruptcy Code § § 365(b)(1) and 365(b)(2) to provide adequate assurance of future performance under the Designated Contracts.

27. The Debtors and their estates shall be relieved of any liability for any breach of any of the Designated Contracts occurring from and after Closing, pursuant to and in accordance with Bankruptcy Code § 365(k).

28. 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 the Agreement and this Order.

29. The Buyer has not assumed or is otherwise not obligated for any of the Debtors' liabilities other than the Assumed Liabilities as set forth in the Agreement, and the Buyer has not purchased any of the Excluded Assets. Consequently, all persons, Governmental Units (as defined in Bankruptcy Code § § 101(27) and 101(41)) and all holders of Claims, Liens, Interests or Encumbrances based upon or arising out of liabilities retained by the Debtors are hereby enjoined from taking any action against the Buyer or the Assets to recover any Claims, Liens, Interests or Encumbrances or on account of any liabilities of the Debtors other than

Assumed Liabilities pursuant to the Agreement. All persons holding or asserting any Interest in the Excluded Assets are hereby enjoined from asserting or prosecuting such Claims, Liens, Interests or Encumbrances or cause of action against the Buyer or the Assets for any liability associated with the Excluded Assets.

30. The Buyer is not a “successor” to the Debtors or their estates by reason of any theory of law or equity, and the Buyer shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates including, but not limited to, any bulk sales law, successor liability or similar liability except as otherwise expressly provided in the Agreement. Except to the extent the Buyer assumes the Assumed Liabilities pursuant to the Agreement, neither the purchase of the Assets by the Buyer or its affiliates, nor the fact that the Buyer or its affiliates are using any of the Assets previously operated by the Debtors, will cause the Buyer or any of its affiliates to be deemed a successor in any respect to the Debtors’ businesses within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors’ liability under such law, rule or regulation or doctrine, or under any product warranty liability law or doctrine with respect to the Debtors’ liability under such law, rule or regulation or doctrine. Buyer and its affiliates shall have no liability or obligation under the WARN Act 929 U.S.C. §§ 210 et seq.) or the Comprehensive Environmental Response Compensation and Liability Act, or any foreign, federal, state or local labor, employment, or environmental law by virtue of the Buyer’s purchase Assets or assumption of the Assumed Liabilities.

31. Pursuant to Bankruptcy Code § § 105, 363, 1123(a)(5)(D) and 1141(c), all persons and entities, including, but not limited to, the Debtors, all debt security holders, equity security holders, the Debtors’ employees or former employees, governmental, tax and regulatory authorities, lenders, parties to or beneficiaries under any benefit plan, trade and other creditors asserting or holding a Lien, Claim, Encumbrance or Interest of any kind or nature whatsoever

against, in or with respect to any of the Debtors or the 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 the Debtors, the Assets, the operation of the Debtors' businesses prior to the Closing Date or the transfer of the Assets to the Buyer, shall be forever barred, estopped, and permanently enjoined from asserting, prosecuting or otherwise pursuing such Lien, Claim, Encumbrance or Interest against the Buyer or any affiliate, successor or assign thereof and each of their respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, affiliates and representatives (each of the foregoing in its individual capacity), or the Assets.

32. Subject to the terms of the Agreement, the Agreement and any related agreements may be waived, modified, amended, or supplemented by agreement of the Debtors and the Buyer, without further action or order of the Court; provided, however, that any such waiver, modification, amendment, or supplement is not material and substantially conforms to, and effectuates, the Agreement and any related agreements.

33. The failure specifically to include any particular provisions of the Agreement or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtors and the Buyer that the Agreement and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order prior to Closing.

34. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the sale and the transactions contemplated by the Agreement.

35. To the extent any provisions of this Order conflict with the terms and conditions of the Agreement, this Order shall govern and control.

36. Nothing in this Order shall alter or amend the Agreement and the obligations of the Debtors and Buyer thereunder.

37. This Order and Agreement shall be binding upon and govern the acts of all Persons and entities, including without limitation, the Debtors and the Buyer, their respective

successors and permitted assigns, including, without limitation, any Chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in a Chapter 7 case if this case is converted from Chapter 11, all creditors of any Debtor (whether known or unknown), filing agents, filing officers, title agents, recording agencies, secretaries of state, 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 in or to the Assets.

38. The provisions of this Order are non-severable and mutually dependent.

39. Nothing in any order of this Court or contained in any plan of reorganization or liquidation confirmed in the Chapter 11 Cases, or in any subsequent or converted cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, shall conflict with or derogate from the provisions of the Agreement or the terms of this Order.

40. Notwithstanding Bankruptcy Rules 6004, 6006 and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Buyer are free to close under the Agreement at any time, subject to the terms of the Agreement. In the absence of any person or entity obtaining a stay pending appeal, if the Debtors and the Buyer close under the Agreement, the Buyer shall be deemed to be acting in "good faith" and shall be entitled to the protections of Bankruptcy Code § 363(m) as to all aspects of the transactions under and pursuant to the Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

41. This Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order, the Bidding Procedures Order, the Agreement in all respects and to decide any disputes concerning this Order, the Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Agreement and this Order including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Assets and any Designated Contracts and all issues and disputes

arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Liens, Claims, Interests and Encumbrances. To the extent there are any inconsistencies between the terms of this Order and the Agreement, the terms of this Order shall control.

Dated: January ____, 2008
Wilmington, Delaware

United States Bankruptcy Judge