

(ii) in the event Debtors defaults in the timely repayment of any monies due to Cananwill under the terms of the Premium Financing Agreement, Cananwill may cancel the insurance policies ("Insurance Coverage") financed under the Premium Financing Agreement, after giving any notice required by applicable state law, and Cananwill may apply any unearned or return premiums or other amounts due to Debtors upon cancellation of the Insurance Coverage to any amount owing by Debtors to Cananwill, all without further application to or order of this Court;

(iii) in the event that Insurance Coverage financed by Cananwill is cancelled, the unearned or return premiums received by Cananwill are insufficient to pay the Debtors' total amount due to Cananwill, any remaining amount owing to Cananwill, including reasonable attorneys fees, shall be allowed and given priority as an administrative expense under section 503 of the Bankruptcy Code in any distribution of assets of the estate;

(iv) the Debtors are authorized and directed to execute and deliver such documents and amendments to the Premium Financing Agreement, as Debtors may deem necessary or desirable to carry out this Order;

(v) the reversal or modification on appeal of the authorization under this Order and Section 364 of the Bankruptcy Code shall not effect the validity of the debt, priority, or lien granted to Cananwill under this Order, as provided by section 364(e) of the Bankruptcy Code;

(vi) upon occurrence of a default by the Debtors under the terms and conditions of the Premium Financing Agreement and applicable law, no action shall be taken to hinder, impede, or delay exercise by Cananwill of its rights and remedies under the Premium

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Financing Agreement and applicable law, including but not limited to an action under the Bankruptcy Code or otherwise to enjoin exercise by Cananwill of such rights;

(vii) notwithstanding Cananwill's rights and remedies under the Premium Financing Agreement, any security interest granted to Cananwill under the Premium Financing Agreement shall be subject to GE Capital's interest as loss payee on account of any damage, loss or destruction of certain forklifts under any lease agreements entered into between GE Capital and Debtors;

(viii) this Order shall be binding on the Debtors and their estates, and all successors and assigns of the Debtors and their estates, including but not limited to any trustee appointed in the Debtors' bankruptcy case under chapter 7 or chapter 11 of the Bankruptcy Code. Cananwill's rights under the Premium Financing Agreement and applicable state law shall not be impaired by this bankruptcy proceeding, the appointment of a trustee, the conversion of this proceeding to one under Chapter 7 of the Bankruptcy Code, or any other provision of the Bankruptcy Code.

Dated: July 31, 2008
Wilmington, Delaware


United States Judge

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