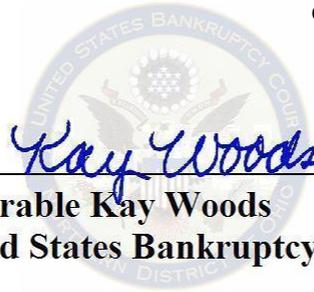


IT IS SO ORDERED.



Honorable Kay Woods  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

	X	
	:	
In re:	:	Chapter 11
BLACKHAWK AUTOMOTIVE	:	Case No. 07-42671
PLASTICS, INC., et al.,	:	(Jointly Administered)
	:	
Debtors.	:	HONORABLE KAY WOODS
	X	

**ORDER (i) PROVIDING MATTSON TOOL & DIE CORPORATION  
ADEQUATE PROTECTION, AND (ii) CONDITIONALLY DENYING  
RELIEF FROM THE AUTOMATIC STAY**

This cause is before the Court on Motion for Relief from the Automatic Stay and/or for Adequate Protection (“Motion for Relief”) filed by Mattson Tool & Die Corporation (“Mattson”) on November 5, 2007. On December 3, 2007, Debtor Blackhawk Automotive Plastics, Inc., et al., (collectively, “Debtors”) filed Debtors’ Objection to The Mattson Tool & Die Corporation’s

Motion for Relief from the Automatic Stay (“Debtors’ Objection”) and International Automotive Components Group North America, Inc. (“IAC”) filed International Automotive Components Group North America, Inc.’s Objection to Mattson Tool & Die Corporation’s Motion for Relief from Automatic Stay (“IAC’s Objection”). This Court held a preliminary hearing on the Motion for Relief and Objections thereto on December 11, 2007. At that time, further hearing was set for January 8, 2007 (“Hearing”). Having considered the Motion for Relief, Debtors’ Objection, IAC’s Objection, and arguments of counsel at the Hearing,

**THE COURT FINDS THAT:**

A. Debtors filed a voluntary petition pursuant to Chapter 11 of Title 11 of the United States Code on October 22, 2007 (“Petition Date”).

B. Prior to the Petition Date, IAC, TRW Automotive US, LLC (“TRW”) and Calsonic Kansei North America, Inc. (“Calsonic” and, collectively with IAC and TRW, the “Tooling Customers”) issued a number of production tooling purchase orders to Blackhawk Automotive Plastics, Inc. (“Debtor”) for certain molds and tools (“Tools”), which are identified in the Motion for Relief.

C. Prior to the Petition Date, Debtor, in turn, issued purchase orders to Mattson for Mattson to build the Tools for Debtor.

D. Prior to the Petition Date, Mattson designed, fabricated, manufactured and delivered the Tools to Debtor.

E. The Tooling Customers have not yet paid Debtor for the Tools and, likewise, Debtor has not yet paid any amount to Mattson for the Tools.

F. Mattson asserts in the Motion for Relief that it holds a valid, perfected, first priority

and fully secured mold-builder's lien on the Tools pursuant to the Michigan Mold Lien Act, MCL 445.611, et. seq. ("MMLA") and/or the Ohio Mold Lien Act, ORC 1333.33 et. seq. ("OMLA") in the amount of One Million Two Hundred Seventy Six Thousand Seven Hundred Sixty Nine Dollars and 30/100 (\$1,276,769.30).

F. LaSalle Business Credit, LLC, as Lender and as Agent for the lenders ("Agent"), is a prepetition and postpetition secured lender to Debtor and asserts that it holds a blanket security interest in all of Debtor's assets. Debtor represents that it, Agent, and the Official Committee of Unsecured Creditors (the "Committee") assert: (i) Agent holds a blanket security interest in all of Debtor's assets; and (ii) Agent has a first priority security interest in some or all of the Tools and any accounts arising from the sale of the Tools.

G. IAC and General Motors Corporation ("GM" and collectively with IAC, "Customers") have also extended postpetition financing to Debtor (the "Customer DIP Financing"). The Customer DIP Financing is secured by (among other collateral) a lien on all of Debtor's prepetition assets, which lien is junior to Agent's lien and to any valid, perfected, unavoidable lien and security interest in such prepetition assets existing as of the Petition Date.

H. The following entities have not objected to or otherwise responded to the Motion for Relief: Agent, Committee, and/or Customers.

I. Debtors' Objection, on behalf of Agent, asserts that: (i) Agent has a first priority security interest in some or all of the Tools and any accounts arising from the sale of the Tools; and (ii) there is a dispute as to the validity, enforceability and priority of Mattson's asserted liens against the Tools.

J. IAC's Objection represents that, to the extent Mattson has a first priority, valid,

perfected and unavoidable security interest in the tooling that will be used by Debtor to produce specific automotive production and component parts for IAC (“IAC-Related Tools”), IAC is willing to enter into an arrangement (subject to Court approval) under which it will make payments directly to Mattson for the IAC-Related Tools in satisfaction of IAC’s obligations to Debtor with respect to the IAC-Related Tools once IAC confirms that such Tools have passed final PPAP (as defined in IAC’s Objection) and, where applicable, IAC receives payment from its customers with respect to the IAC-Related Tools.

BASED UPON THE FOREGOING FINDINGS, and the Court being otherwise fully advised, **IT IS HEREBY ORDERED** as follows:

1. Mattson’s interest in the Tools is adequately protected by the provisions set forth in this Order. Therefore, Mattson’s Motion for Relief is conditionally denied.

2. As to the Tools described on Schedule A, which is attached hereto and incorporated herein, having a purchase price of Three Hundred Fifty Four Thousand Two Hundred Eighty Five Dollars and 65/100 (\$354,285.65) (pursuant to agreement between Debtor and Mattson) (the “Designated Tools”) only, Agent, Debtor and the Customers have agreed that:

- a. Mattson has a valid, properly perfected, first priority lien under the MMLA and/or OMLA in such Designated Tools, and;
- b. Mattson is entitled to satisfaction of its liens in the Designated Tools, as provided in this Order.

3. With respect to each of the Designated Tools (but not the Other Tools as defined below), Debtor shall direct the applicable Tooling Customers to pay the amount required under such

Tooling Customer's purchase order for the specified Designated Tool(s) (and the Tooling Customers are authorized to rely on this Order in so making payment for the Designated Tools), as follows:

- a. the amount required to be paid under the Tooling Customer's purchase order with respect to any particular Designated Tool(s) shall be paid immediately and directly to Mattson by the Tooling Customer if payment for such Designated Tool(s) is now due and owing or when payment for such Designated Tool(s) becomes due and owing under the terms of the Tooling Customer's purchase order with Debtor;
- b. to the extent that a Tooling Customer owes Debtor any amounts with respect to any particular Designated Tool in excess of the amount of Mattson's Invoice(s) to Debtor with respect to such Designated Tool, the Tooling Customer shall make payment of such excess amount to Debtor, and;
- c. if any payments in respect of Designated Tools are received by Debtor and not paid by the applicable Tooling Customers consistent with this Order, Debtor shall immediately remit such payments to Mattson according to the terms of this Order.

4. For the purpose of adequately protecting Mattson with respect to any Tools other than the Designated Tools ("Other Tools"), any amounts that come due from the Tooling Customers with respect to the Other Tools shall be paid as follows:

- a. the amount required to be paid under the Tooling Customer's purchase order(s) with respect to any particular Other Tool shall be paid immediately and directly to Mattson by the Tooling Customer if payment for such Other Tool(s) is now

due and owing or when payment for such Other Tool(s) becomes due and owing under the terms of the Tooling Customer's purchase order(s) with Debtor;

- b. to the extent that a Tooling Customer owes Debtor any amounts with respect to any particular Other Tool(s) in excess of the amount of Mattson's Invoice(s) to Debtor with respect to such Other Tool(s), the Tooling Customer shall make payment of such excess amount to Debtor when payment for such Other Tool(s) is due and owing under the terms of the Tooling Customer's purchase order with Debtor, and;
- c. if any payments in respect of Other Tools are received by Debtor and not paid by the applicable Tooling Customers consistent with this Order, Debtor shall immediately remit such payments to Mattson according to the terms of this Order.
- d. Subject to paragraph 8, below, all payments to Mattson by Tooling Customers or Debtor for Other Tools, as set forth in this paragraph, are subject to disgorgement by Mattson in the event and to the extent that Mattson is found not to have a valid, first priority security interest in such Other Tool(s).

5. A Tooling Customer's payment for a Tool in accordance with this Order shall satisfy any amounts owing from the Tooling Customer to Debtor with respect to the purchase order(s) for the Tool. After such payment is made:

- a. the Tooling Customer will own the Tool free and clear of any lien or claim of Mattson, Agent, Customers, Debtor, or any other party claiming by or through any of the foregoing (whether or not Mattson is later required to disgorge any

portion of any such payment), with all such liens or claims attaching to the proceeds;

- b. Debtor shall hold the Tool as bailee at will of the Tooling Customer as provided in such Tooling Customer's contractual terms and conditions, and;
- c. Debtor shall hold or deliver the Tool at such Tooling Customer's instruction.

6. Except as otherwise set forth in paragraphs 5a and 8, this Order does not adjudicate the validity, enforceability, priority or extent of any party's asserted liens against or interest in the Other Tools or proceeds of the Other Tools or of the accounts (if any) arising from the sale of the Other Tools, which liens or interests (except as set forth in paragraph 5a) shall attach to such proceeds, as of the time that the payment is made for each Other Tool, as set forth above, with the same validity, force, extent, and priority as they attached to the Other Tools or to the accounts (if any) arising from the sale of the Other Tools.

7. Any party in interest, including Debtor, Agent, Committee, or Customers, may commence an adversary proceeding to determine the validity, force, enforceability, priority, or extent of any party's asserted liens against or interest in: (i) the Other Tools and/or accounts (if any) arising from the sale of the Other Tools, to the extent payment has not yet been made by the applicable Tooling Customer under this order or, (ii) the proceeds of the Other Tools and accounts (if any) arising from the sale of the Other Tools, to the extent that payment has been made by the applicable Tooling Customer under this order (subject to the terms of paragraph 5a), provided that any such adversary proceeding must be filed by no later than February 8, 2008.

8. If no such adversary proceeding is filed by February 8, 2008, as set forth in paragraph 7, then:

- a. Mattson shall be deemed to have a valid, first priority lien in the Other Tools, and;
- b. Mattson shall be entitled to payment according to the terms of this Order as if all of the Tools (including the Other Tools) are Designated Tools.

9. Any and all lien rights that Mattson has in the Tools pursuant to the MMLA and/or the OMLA shall not be extinguished but shall be transferred to the proceeds that are paid for the Tools by the Tooling Customers, with the same validity, force, extent and priority such liens now have against the Tools.

10. To the extent that Mattson has filed or files a proof of claim that includes amounts owing with respect to the Tools, promptly upon receipt by Mattson of any payment described in this Order, Mattson shall withdraw or amend its proof of claim to reduce its claim amount by the amount of such payment.

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**Schedule A**

PO #	JOB#	INV. #	INV DATE	SHIP DATE	NAME	DESCRIPTION	AMOUNT	MI UCC	OH UCC	DE UCC	DATE REC'D
23492	466820	13886	4/30/2007	4/23/2007	08RT FRONT DOOR	PRESSURE BOX	\$8,800.25	2007145442-6(9/17)	CH00114886216(5/7) CH00119220492(9/19)	20071383024(4/13) 20073501441(9/17)	4/24/2007
23492	466641	13837	4/30/2007	4/23/2007	08RT LH FRT DOOR	2 UP VAC FORM	\$9,919.80	2007145442-6(9/17)	CH00114886216(5/7) CH00119220492(9/19)	20071383024(4/13) 20073501441(9/17)	4/24/2007
23492	466856	13838	4/30/2007	4/23/2007	08RT RH FRT DOOR	2-UP VAC FORM	\$9,919.80	2007145442-6(9/17)	CH00114886216(5/7) CH00119220492(9/19)	20071383024(4/13) 20073501441(9/17)	4/24/2007
23494	466720	13839	4/30/2007	4/23/2007	08RT SLIDING REAR DOOR	PRESSURE BOX	\$9,000.00	2007145442-6(9/17)	CH00114886216(5/7) CH00119220492(9/19)	20071383024(4/13) 20073501441(9/17)	4/24/2007
23494	466741	13840	4/30/2007	4/23/2007	08RT LH SLIDING REAR DOOR	3-UP VAC FORM	\$6,421.45	2007145442-6(9/17)	CH00114886216(5/7) CH00119220492(9/19)	20071383024(4/13) 20073501441(9/17)	4/24/2007
23494	466756	13841	4/30/2007	4/23/2007	08RT RH SLIDING REAR DOOR	3-UP VAC FORM	\$6,421.45	2007145442-6(9/17)	CH00114886216(5/7) CH00119220492(9/19)	20071383024(4/13) 20073501441(9/17)	4/24/2007
24576	472801	14070	8/16/2007	8/14/2007	08 RT Headlamp Bezel Smooth	MOLD REPAIR	\$747.00	2007145442-6(9/17)	CH00115340826(5/21) CH00119220492(9/19)	20071907574(5/21) Amd 20072479589(6/28) 20073501441(9/17)	8/15/2007
23836	471040	13938	6/13/2007	6/6/2007	08 RT HEADLAMP SWITCH BEZEL RHD W/Leveler	6-UP VF W/MT PLATE	\$17,865.50	2007145442-6(9/17)	CH00115933570(6/6) CH00119220492(9/19)	20072120516(6/6) 20073501441(9/17)	6/7/2007
23836	471055	13939	6/13/2007	6/6/2007	08 RT HEADLAMP SWITCH BEZEL RHD W/O Leveler	6-UP VF W/MT PLATE	\$18,382.50	2007145442-6(9/17)	CH00115933570(6/6) CH00119220492(9/19)	20072120516(6/6) 20073501441(9/17)	6/7/2007
23838	470020	13947	6/13/2007	6/11/2007	08 RT RHD JP LH PANEL	PRESSURE BOX	\$10,599.40	2007145442-6(9/17)	CH00116103027(6/12) CH00119220492(9/19)	20072197795(6/12) Amd 20072478220(6/28) 20073501441(9/17)	6/12/2007
23838	470040	13948	6/13/2007	6/11/2007	08 RT RHD JP LH PANEL	2-UP VF W/MT PLATE	\$8,785.75	2007145442-6(9/17)	CH00116103027(6/12) CH00119220492(9/19)	20072197795(6/12) Amd 20072478220(6/28) 20073501441(9/17)	6/12/2007
24276	466771	13977	6/29/2007	6/26/2007	08 RT SLIDING DOOR	EC	\$5,261.25	2007145442-6(9/17)	CH00115018409(5/10) CH00119220492(9/19)	20071763357(5/10) 20073501441(9/17)	6/26/2007
24275	466786	13978	6/29/2007	6/26/2007	08 RT SLIDING DOOR	EC	\$5,261.25	2007145442-6(9/17)	CH00115018409(5/10) CH00119220492(9/19)	20071763357(5/10) 20073501441(9/17)	6/26/2007
24561	470501	14108	9/18/2007	9/11/2007	08 RT Key Bezel	MOLD REPAIR	\$214.50	2007145442-6(9/17)	CH00116741332(6/29) CH00119220492(9/19)	20072473097(6/29) 20073501441(9/17)	9/12/2007
24277	466742	13983	7/17/2007	6/29/2007	08 RT LH SLIDING REAR DOOR	NEW VAC FORM	\$2,800.00	*****	CH00117172104(7/13)	20071383024(4/13)	7/2/2007
23838	470000	14074	8/23/2007	8/17/2007	08 RT RHD JP LH PANEL	1+1 MOLD	\$76,868.25	2007145442-6(9/17)	CH00117172104(7/13) CH00119220492(9/19)	20072852985(7/30) 20073501441(9/17)	8/20/2007
24738	471001	14157	10/30/2007	10/11/2007	08 RT Headlamp Bezel cover cavity grained	EC	\$12,132.50	2007145442-6(9/17)	CH00117172104(7/13) CH00119220492(9/19)	20072852985(7/30) 20073501441(9/17)	10/11/2007
24738	471021	14158	10/30/2007	10/11/2007	08 RT Headlamp Bezel cover cavity ungrained	EC	\$12,132.50	2007145442-6(9/17)	CH00117172104(7/13) CH00119220492(9/19)	20072852985(7/30) 20073501441(9/17)	10/11/2007
24497	479500	14128	9/26/2007	9/24/2007	GMX322 LOWER STEERING WHEEL TRIM BEZEL	PROTO MOLD	\$26,823.75	2007137381-6(9/31) Amd 2007140448-3(9/7)	CH00118687015(6/31)	20073328688(6/31)	9/25/2007
24498	479570	14129	9/26/2007	9/24/2007	GMX322 LOWER STEERING WHEEL TRIM BEZEL	TRIM DIE	\$42,348.75	2007137381-6(9/31) Amd 2007140448-3(9/7)	CH00118687015(6/31)	20073328688(6/31)	9/25/2007
24316	478000	14116	9/20/2007	9/18/2007	2009 L32 RH JP TRIM	2 CAVITY MOLD	\$63,800.00	2007132364-6(8/22)	Tenn. and California TN107-049822 CA07-126402271	20073202686(6/22)	9/19/2007
						<b>TOTAL</b>	<b>\$354,285.65</b>				