

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

In re:)	
)	Chapter 11
ATRIUM CORPORATION, <i>et al.</i> , ¹)	
)	Case No. 10-10150 (BLS)
Debtors.)	
)	Jointly Administered
)	
)	Related to Docket No. 5

**INTERIM ORDER (I) AUTHORIZING DEBTORS
(A) TO OBTAIN POSTPETITION SECURED
FINANCING PURSUANT TO 11 U.S.C. §§ 105, 361,
362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) AND
364(e) AND (B) TO UTILIZE CASH COLLATERAL
PURSUANT TO 11 U.S.C. § 363; (II) GRANTING
ADEQUATE PROTECTION TO PREPETITION
SECURED PARTIES PURSUANT TO 11 U.S.C. §§ 361,
362, 363 AND 364; AND (III) SCHEDULING A FINAL
HEARING PURSUANT TO BANKRUPTCY RULES 4001(B) AND (C)**

Upon the motion, dated January 20, 2010, (the "*DIP Motion*"), of Atrium Corporation, Atrium Companies, Inc. (the "*Borrower*"), and the other debtors and debtors in possession (collectively, the "*Debtors*"), in the above-referenced chapter 11 cases (the "*Cases*"), seeking entry of an interim order (this "*Interim Order*") pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 365, 507 and 552 of chapter 11 of title 11 of the United States Code (as amended, the "*Bankruptcy Code*"), Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*") and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal taxpayer-identification number, are: Atrium Corporation (4598); ACIH, Inc. (7822); Aluminum Screen Manufacturers, Inc. (6750); Atrium Companies, Inc. (2488); Atrium Door and Window Company – West Coast (2008); Atrium Door and Window Company of Arizona (2044); Atrium Door and Window Company of the Northeast (5384); Atrium Door and Window Company of the Northwest (3049); Atrium Door and Window Company of the Rockies (2007); Atrium Enterprises Inc. (6531); Atrium Extrusion Systems, Inc. (5765); Atrium Florida, Inc. (4562); Atrium Vinyl, Inc. (0120); Atrium Windows and Doors of Ontario, Inc. (0609); Champion Window, Inc. (1143); North Star Manufacturing (London) Ltd. (6148); R.G. Darby Company, Inc. (1046); Superior Engineered Products Corporation (4609); Thermal Industries, Inc. (3452); and Total Trim, Inc. (8042). The Debtors' main corporate address is 3890 W. Northwest Highway, Suite 500, Dallas, Texas 75220.

Rule 4001-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "*Local Rules*"), that, among other things:

(i) authorizes the Borrower to obtain, and authorizes each of the other Debtors, in their capacity as guarantors (collectively, the "*Guarantors*") to unconditionally guaranty, jointly and severally, the Borrower's obligations in respect of senior secured postpetition financing, which if approved on a final basis, would consist of a senior secured, priming and super priority, delayed draw term loan credit facility of up to \$40 million in aggregate principal amount (the "*DIP Loans*," and such credit facility, the "*DIP Facility*") pursuant to the terms of (x) this Interim Order, (y) that certain Senior Secured and Priming Super-Priority Debtor-In-Possession Credit Agreement, dated as of January 20, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*DIP Credit Agreement*"),² by and among the Borrower, each of the Guarantors, GE Business Financial Services Inc. (in its individual capacity, "*GEBFS*"), as administrative agent and collateral agent (in such capacity, the "*DIP Agent*") and a syndicate of financial institutions (collectively with GEBFS, the "*DIP Lenders*," and together with the DIP Agent, the "*DIP Secured Parties*"), in substantially the form attached to the DIP Motion; and (z) any and all other Credit Documents (as defined in the DIP Credit Agreement, together with the DIP Credit Agreement, collectively, the "*DIP Loan Documents*");

(ii) approves the terms of, and authorizes the Debtors to execute and deliver, and perform under, the DIP Credit Agreement and the other DIP Loan Documents and to perform such other and further acts as may be required in connection with the DIP Loan Documents;

² Unless otherwise specified, all capitalized terms used herein without definition shall have the respective meanings given such terms in the DIP Credit Agreement.

(iii) authorizes each Debtor to grant (x) to the DIP Agent, for the benefit of itself and the other DIP Secured Parties, Liens on all of the DIP Collateral (as defined below) pursuant to sections 364(c)(2), (c)(3) and (d) of the Bankruptcy Code, which Liens shall be senior to the Primed Liens (as defined below) but shall be junior to any valid, enforceable and non-avoidable Liens that are (A) in existence on the Petition Date, (B) either perfected as of the Petition Date or perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, and (C) senior in priority to the Prepetition Liens (as defined below), and (y) to the DIP Secured Parties pursuant to section 364(c)(1) of the Bankruptcy Code super-priority administrative claims having recourse to all prepetition and postpetition property of the Debtors' estates, now owned or hereafter acquired (which, solely upon entry of the Final Order (as defined below), will include Avoidance Actions Proceeds (as defined below) and any Obligors' rights under section 506(c) of the Bankruptcy Code and the proceeds thereof);

(iv) authorizes the Debtors to use "cash collateral," as such term is defined in section 363 of the Bankruptcy Code (the "*Cash Collateral*"), including, without limitation, Cash Collateral in which the Prepetition Secured Parties (as defined below) and/or the DIP Secured Parties have a Lien or other interest, in each case whether existing on the Petition Date, arising pursuant to this Interim Order or otherwise;

(v) grants, as of the Petition Date and in accordance with the relative priorities set forth herein, certain adequate protection to the Prepetition Secured Parties as described below;

(vi) vacates the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate the terms and provisions of the

DIP Loan Documents and this Interim Order and subject in all respects to the Debtors' rights under paragraph 14 herein;

(vii) authorizes the Borrower at any time prior to the entry of the Final Order (as defined herein) to borrow under and pursuant to the terms of the DIP Facility in an aggregate outstanding principal amount not to exceed \$15,000,000.00;

(viii) schedules a final hearing on the DIP Motion to be held within forty (40) days after the entry of this Interim Order (the "*Final Hearing*") to consider entry of a final order acceptable in form and substance to the DIP Agent and DIP Lenders holding a majority of the DIP Loans and undrawn commitments under the DIP Facility at such time (the "*Majority DIP Lenders*"), which grants all of the relief requested in the DIP Motion on a final basis (the "*Final Order*"), provided, however, that subsequent modifications to the form or substance of the Final Order made in response to objections of other creditors or Court rulings shall be acceptable to a majority in principal holdings of those DIP Lenders present (or otherwise represented by counsel) at the Final Hearing instead of the Majority DIP Lenders; and

(ix) waives any applicable stay (including under Bankruptcy Rule 6004) and provides for immediate effectiveness of this Interim Order.

Having considered the DIP Motion, the DIP Credit Agreement, the Declaration of Jared J. Dermont (the "*Dermont Declaration*"), Managing Director of Moelis & Company LLC, in support of the DIP Motion, the Declaration of Gregory T. Faherty, President and Chief Executive Officer of Atrium Corporation in Support of Chapter 11 First Day Motions, and the evidence submitted or proffered at the Interim Hearing; and in accordance with Bankruptcy Rules 2002, 4001(b), (c), and (d) and 9014 and all applicable Local Rules, notice of the DIP Motion and the Interim Hearing having been provided in a sufficient manner; an Interim Hearing having been

held and concluded on January 21, 2010; and it appearing that approval of the interim relief requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the Debtors pending the Final Hearing and otherwise is fair and reasonable and in the best interests of the Debtors, their creditors, their estates and all parties in interest, and is essential for the continued operation of the Debtors' business; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED³, that:

A. **Petition Date.** On January 20, 2010, (the "*Petition Date*"), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (this "*Court*"). The Debtors have continued in the management and operation of their businesses and properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No statutory committee of unsecured creditors (to the extent such committee is appointed, the "*Committee*"), trustee, or examiner has been appointed in the Cases.

B. **Jurisdiction and Venue.** This Court has core jurisdiction over the Cases, the DIP Motion and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue for the Cases and proceedings on the DIP Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 105, 361, 362, 363, 364, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004 and 9014 and the Local Rules.

C. **Notice.** The Interim Hearing is being held pursuant to the authorization of Bankruptcy Rule 4001. Notice of the Interim Hearing and the emergency relief requested in the

³ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, pursuant to Bankruptcy Rule 7052.

DIP Motion has been provided by the Debtors, whether by facsimile, electronic mail, overnight courier or hand delivery, on January 20, 2010, to certain parties in interest, including: (i) the Office of the United States Trustee, (ii) the United States Securities and Exchange Commission, (iii) the Office of the United States Attorney for the District of Delaware, (iv) the Internal Revenue Service, (v) those entities or individuals included on the Debtors' list of 50 largest unsecured creditors on a consolidated basis, (vi) counsel to the Prepetition Secured Agent (as defined below), (vii) the Prepetition Secured Agent, and (viii) counsel to the DIP Agent. Under the circumstances, such notice of the DIP Motion, the relief requested therein and the Interim Hearing complies with Bankruptcy Rule 4001(b), (c) and (d) and the Local Rules.

D. Debtors' Stipulations Regarding the Prepetition Secured Credit Facility.

Without prejudice to the rights of parties in interest to the extent set forth in paragraph 6 below, the Debtors admit, stipulate, acknowledge and agree (paragraphs D(i) through D(iv) hereof shall be referred to herein collectively as the "*Debtors' Stipulations*") as follows:

(i) Prepetition Secured Credit Facility. Pursuant to that certain Second Amended and Restated Credit Agreement dated as of October 15, 2008 (the "*Prepetition Secured Credit Agreement*"), among Borrower, ACIH, Inc., certain other Debtors as guarantors, GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), as administrative agent for the Prepetition Secured Lenders (as defined below) and collateral agent for the Creditors (as defined in the Prepetition Secured Credit Agreement) (in such capacity, the "*Prepetition Secured Agent*"), and the lenders party thereto (collectively, the "*Prepetition Secured Lenders*," together with the Prepetition Secured Agent, the "*Prepetition Secured Parties*"), the Prepetition Secured Agent and Prepetition Secured Lenders agreed to extend loans to, and issue letters of credit for the account of, the Borrower. The

Prepetition Secured Credit Agreement, along with any other agreements and documents executed or delivered in connection therewith, including, without limitation, the "Credit Documents" as defined therein, are collectively referred to herein as the "*Prepetition Loan Documents*" (as the same may be amended, restated, supplemented or otherwise modified from time to time). All obligations of the Debtors arising under the Prepetition Secured Credit Agreement (including, without limitation, the "Obligations" as defined therein) or any other Prepetition Loan Document shall collectively be referred to herein as the "*Prepetition Obligations*."

(ii) Prepetition Liens and Prepetition Collateral. Pursuant to the Security Documents (as defined in the Prepetition Secured Credit Agreement) (as such documents are amended, restated, supplemented or otherwise modified from time to time, the "*Prepetition Collateral Documents*"), by and between each of the Debtors (other than Atrium Corporation) and the Prepetition Secured Agent, each Debtor granted to the Prepetition Secured Agent, for the benefit of itself and the Prepetition Secured Lenders, to secure the Prepetition Obligations, a first priority security interest in and continuing lien (the "*Prepetition Liens*") on substantially all of such Debtor's assets and property (which for the avoidance of doubt includes Cash Collateral) and all proceeds, products, accessions, rents and profits thereof, in each case whether then owned or existing or thereafter acquired or arising. All collateral granted or pledged by such Debtors pursuant to any Prepetition Collateral Document or any other Prepetition Loan Document, including, without limitation, the "Collateral" as defined in the Prepetition Secured Credit Agreement, and all prepetition and postpetition proceeds thereof shall collectively be referred to herein as the "*Prepetition Collateral*." As of the Petition Date, (I) the Prepetition Liens (a) are valid, binding, enforceable, and perfected Liens, (b) were granted to, or for the benefit of, the Prepetition Secured Parties for fair consideration and reasonably equivalent value, (c) are not

subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law (except for the priming contemplated herein), and (d) are subject and subordinate in all respects only to (A) the DIP Liens (as defined below), (B) the Carve-Out (as defined below), and (C) valid, perfected and unavoidable Liens permitted under the applicable Prepetition Loan Documents, but only to the extent that such Liens are permitted by the applicable Prepetition Loan Documents to be senior to or *pari passu* with the applicable Prepetition Liens, and (II) (w) the Prepetition Obligations constitute legal, valid and binding obligations of the applicable Debtors, enforceable in accordance with the terms of the applicable Prepetition Loan Documents (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), (x) no setoffs, recoupments, offsets, defenses or counterclaims to any of the Prepetition Obligations exist, (y) no portion of the Prepetition Obligations or any payments made to any or all of the Prepetition Secured Parties is subject to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law, and (z) each of the Guarantees (as defined in the Prepetition Secured Credit Agreement) continues in full force and effect notwithstanding any use of Cash Collateral permitted hereunder or any financing and financial accommodations extended by the DIP Agent or DIP Lenders to the Debtors pursuant to the terms of this Interim Order or the DIP Loan Documents.

(iii) Amounts Owed under Prepetition Loan Documents. As of the Petition Date, the Debtors were truly and justly indebted to the Prepetition Secured Parties pursuant to the Prepetition Loan Documents, without defense, counterclaim or offset of any kind, in respect of loans made and letters of credit issued by the Prepetition Secured Agent and Prepetition Secured

Lenders in the aggregate principal amount of not less than \$383.1 million, *plus* all accrued or, subject to section 506(b) of the Bankruptcy Code, hereafter accruing and unpaid interest thereon and any additional fees and expenses (including any attorneys', accountants', appraisers' and financial advisors' fees and expenses that are chargeable or reimbursable under the Prepetition Loan Documents) now or hereafter due under the Prepetition Secured Credit Agreement and the other Prepetition Loan Documents.

(iv) Release of Claims. Subject to the reservation of rights set forth in paragraph 6 below, each Debtor and its estate shall be deemed to have forever waived, discharged, and released the Prepetition Secured Parties, together with their respective affiliates, agents, attorneys, financial advisors, consultants, officers, directors, and employees (all of the foregoing, collectively, the "*Prepetition Secured Party Releasees*") of any and all "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action, defenses, setoff, recoupment, or other offset rights against any and all of the Prepetition Secured Party Releasees, whether arising at law or in equity, with respect to the Prepetition Obligations and Prepetition Liens, including, without limitation, (I) any recharacterization, subordination, avoidance, or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code, or under any other similar provisions of applicable state or federal law, and (II) any right or basis to challenge or object to the amount, validity, or enforceability of the Prepetition Obligations, or the validity, enforceability, priority, or non-avoidability of the Prepetition Liens securing the Prepetition Obligations.

E. Findings Regarding the DIP Facility.

(i) Need for Postpetition Financing. The Debtors have an immediate need to obtain the DIP Facility and use Cash Collateral to, among other things, permit the orderly

continuation of the operation of their businesses, to maintain business relationships with vendors, suppliers and customers, to make payroll, to make capital expenditures, and to satisfy other working capital and operation needs. The Debtors' access to sufficient working capital and liquidity through the use of Cash Collateral and borrowing under the DIP Facility is vital to a successful reorganization of the Debtors.

(ii) No Credit Available on More Favorable Terms. As set forth in the DIP Motion and in the Dermont Declaration in support thereof, the Debtors have been and continue to be unable to obtain financing on more favorable terms from sources other than the DIP Secured Parties under the DIP Loan Documents. The Debtors are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors are also unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2) and 364(c)(3) of the Bankruptcy Code without (i) granting to the DIP Secured Parties the rights, remedies, privileges, benefits and protections provided herein and in the DIP Loan Documents, including, without limitation, the DIP Liens and the DIP Super-Priority Claims (as defined below), (ii) allowing the Prepetition Secured Lenders to provide the DIP Loans on the terms set forth herein and in the DIP Loan Documents (all of the foregoing described in clauses (i) and (ii) above, including the DIP Liens and the DIP Super-Priority Claims, collectively, the "*DIP Protections*"), and (iii) providing the Prepetition Secured Agent and the Prepetition Secured Lenders the adequate protection more fully described in paragraph 4 below.

F. Adequate Protection for Prepetition Secured Parties. The Prepetition Secured Agent has negotiated in good faith regarding the Debtors' use of the Prepetition Collateral (including the Cash Collateral) to fund the administration of the Debtors' estates and continued

operation of their businesses. The Prepetition Secured Agent has agreed to permit the Debtors to use the Prepetition Collateral, including the Cash Collateral, for the period through the Cash Collateral Termination Date (as defined below), subject to the terms and conditions set forth herein, including the protections afforded a party acting in "good faith" under section 364(e) of the Bankruptcy Code. In addition, the DIP Facility contemplated hereby provides for a priming of the Prepetition Liens pursuant to section 364(d) of the Bankruptcy Code. The Prepetition Secured Parties are entitled to the adequate protection as set forth herein pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code for the Diminution in Value (as defined below) of the Prepetition Collateral. Based on the DIP Motion and on the record presented to the Court at the Interim Hearing, the terms of the proposed adequate protection arrangements, use of the Cash Collateral and the DIP Facility contemplated hereby are fair and reasonable, reflect the Debtors' prudent exercise of business judgment, and constitute reasonably equivalent value and fair consideration for the Prepetition Secured Agent's consent thereto.

G. **Lock-up Agreement.** The Debtors and certain of the Prepetition Secured Lenders have entered into that certain Restructuring and Lock-up Agreement dated as of January 20, 2010 (the "***Lock-up Agreement***") which includes a proposed plan of reorganization attached as Exhibit A thereto (the "***Plan***"). Nothing in this Interim Order shall modify any parties' rights or obligations under the Lock-up Agreement.

H. **Limited Consent.** The consent of the Prepetition Secured Agent and the requisite majority of the Prepetition Secured Lenders to the priming of their liens by the DIP Liens is limited to the DIP Facility presently before this Court, with GEBFS as DIP Agent and a subset of the Prepetition Secured Lenders subscribing to the DIP Facility as DIP Lenders, and shall not, and shall not be deemed to, extend to any other postpetition financing or to any modified version

of this DIP Facility with any party other than GEBFS as DIP Agent and such subscribing Prepetition Secured Lenders as DIP Lenders. Nothing in this Interim Order, including, without limitation, any of the provisions herein with respect to adequate protection, shall constitute, or be deemed to constitute, a finding that the interests of the Prepetition Secured Agent or any Prepetition Secured Lender are or will be adequately protected with respect to any non-consensual use of Cash Collateral or non-consensual priming of the Prepetition Liens.

I. **Section 552.** In light of the subordination of their Liens and super-priority administrative claims to (i) the Carve-Out in the case of the DIP Secured Parties, and (ii) the Carve-Out and the DIP Liens in the case of the Prepetition Secured Parties, each of the DIP Secured Parties and the Prepetition Secured Parties is entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and, subject to the entry of the Final Order, the “equities of the case” exception shall not apply.

J. **Business Judgment and Good Faith Pursuant to Section 364(e).**

(i) The DIP Secured Parties have indicated a willingness to provide postpetition secured financing via the DIP Facility to the Borrower in accordance with the DIP Loan Documents and this Interim Order.

(ii) The terms and conditions of the DIP Facility pursuant to the DIP Loan Documents and this Interim Order, and the fees paid and to be paid thereunder, are fair, reasonable, and the best available under the circumstances, reflect the Debtors’ exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration.

(iii) The DIP Facility and DIP Loan Documents were negotiated in good faith and at arm’s length among the Debtors and the DIP Secured Parties with the assistance and

counsel of their respective advisors, and all of the DIP Obligations shall be deemed to have been extended by the DIP Secured Parties and their affiliates for valid business purposes and uses and in good faith, as that term is used in section 364(e) of the Bankruptcy Code, and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Liens, the DIP Super-Priority Claims and the other DIP Protections shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event this Interim Order or any other order or any provision hereof or thereof is vacated, reversed, amended or modified, on appeal or otherwise.

K. **Relief Essential; Best Interest.** For the reasons stated above, the Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2), 4001(c)(2) and the Local Rules. Absent granting the relief set forth in this Interim Order, the Debtors' estates and their ability to successfully reorganize will be immediately and irreparably harmed. Consummation of the DIP Facility and authorization of the use of Cash Collateral in accordance with this Interim Order and the DIP Loan Documents is therefore in the best interests of the Debtors' estates and consistent with their fiduciary duties.

NOW, THEREFORE, on the DIP Motion and the record before this Court with respect to the DIP Motion, and with the consent of the Debtors, the Prepetition Secured Agent, the requisite majority of the Prepetition Secured Lenders and the DIP Secured Parties to the form and entry of this Interim Order, and good and sufficient cause appearing therefor,

IT IS ORDERED that:

1. **Motion Granted.** The DIP Motion is hereby granted in accordance with the terms and conditions set forth in this Interim Order and the DIP Loan Documents. Any objections to the DIP Motion with respect to the entry of this Interim Order that have not been

withdrawn, waived or settled, and all reservations of rights included therein, are hereby denied and overruled.

2. DIP Loan Documents and DIP Protections.

(a) Approval of DIP Loan Documents. The Debtors are expressly and immediately authorized to establish the DIP Facility, to execute, deliver and perform under the DIP Loan Documents and to incur the DIP Obligations (as defined below) in accordance with, and subject to, the terms of this Interim Order and the DIP Loan Documents, and to execute, deliver and perform under all other instruments, certificates, agreements and documents which may be required or necessary for the performance by the applicable Debtors under the DIP Facility and the creation and perfection of the DIP Liens described in, and provided for, by this Interim Order and the DIP Loan Documents. The Debtors are hereby authorized, and upon execution of the DIP Credit Agreement, directed to do and perform all acts and pay the principal, interest, fees, expenses and other amounts described in the DIP Loan Documents as such become due pursuant to the DIP Loan Documents and this Interim Order, including, without limitation, all closing fees, administrative fees, commitment fees and reasonable attorneys', financial advisors', and accountants' fees, and disbursements arising under the DIP Loan Documents and this Interim Order, which amounts shall not be subject to further approval of this Court and shall be non-refundable; provided, however, that the payment of the fees and expenses of the Lender Professionals (as defined below) shall be subject to the provisions of paragraph 18(a). Upon their execution and delivery, the DIP Loan Documents shall represent valid and binding obligations of the applicable Debtors enforceable against such Debtors in accordance with their terms. Each officer of a Debtor acting singly is hereby authorized to execute and deliver each of

the DIP Loan Documents, such execution and delivery to be conclusive of their respective authority to act in the name of and on behalf of the Debtors.

(b) DIP Obligations. For purposes of this Interim Order, the term "*DIP Obligations*" shall mean all amounts owing under the DIP Credit Agreement and other DIP Loan Documents (including, without limitation, all "Obligations" as defined in the DIP Credit Agreement) and shall include the principal of, interest on, fees, costs, expenses and other charges owing in respect of, such amounts (including, without limitation, any reasonable attorneys', accountants', financial advisors' and other fees, costs and expenses that are chargeable or reimbursable under the DIP Loan Documents), and any obligations in respect of indemnity claims, whether contingent or otherwise.

(c) Authorization to Incur DIP Obligations. To enable the Debtors to continue to operate their business, during the period from the entry of this Interim Order through and including the date of entry of the Final Order (the "*Interim Period*"), and subject to the terms and conditions of this Interim Order and the DIP Loan Documents, including, without limitation, the Budget Covenants as defined and contained in paragraph 2(e) below, the Borrower is hereby authorized to borrow under and pursuant to the terms of the DIP Facility in an aggregate outstanding principal amount not to exceed \$15,000,000.00 and to use Cash Collateral (following the expiration of the Interim Period, the Borrower's authority to borrow further DIP Loans, if any, and use further Cash Collateral will be governed by the terms of the Final Order). The Debtors shall only be allowed to draw on the loans available under the DIP Facility when the aggregate amount of Cash Collateral on hand held by the Debtors would not exceed \$15,000,000.00 before and after giving effect to such draw and the substantially contemporaneous uses of proceeds thereof, except that for the first five (5) Business Days after

the Closing Date there shall be no such limitation. Any amounts repaid under the DIP Facility may not be reborrowed. All DIP Obligations shall be unconditionally guaranteed, on a joint and several basis, by the Guarantors, as further provided in the DIP Loan Documents.

(d) Approved Budget. Attached hereto as Exhibit A is a rolling 13-week cash flow budget (the "**Initial Approved Budget**") which reflects on a line-item basis the Debtors' projected cumulative cash receipts, expenses and disbursements, unused availability under the DIP Facility and A/R Facility and unrestricted cash on hand (collectively, "**Aggregate Liquidity**"), in each case, on a weekly basis. On each eight week anniversary of the first day of the week in which the Closing Date occurs, the Debtors shall deliver to the DIP Agent an updated "rolling" 13-week budget (each such updated budget, a "**Supplemental Approved Budget**") without further notice, motion or application to, order of, or hearing before, this Court, supplementing and replacing the Approved Budget or Supplemental Approved Budget, as applicable, then in effect commencing from the end of the previous week through and including thirteen weeks thereafter in form and substance acceptable to the DIP Agent and the Majority DIP Lenders; provided that unless and until the DIP Agent and Majority DIP Lenders have approved of such updated budget, the Debtors shall still be subject to and be governed by the terms of the Approved Budget or Supplemental Approved Budget, as applicable, then in effect and the DIP Agent, Prepetition Secured Agent, DIP Lenders and Prepetition Secured Lenders shall, as applicable, have no obligation to fund to such updated "rolling budget" or permit the use of Cash Collateral with respect thereto. The aggregate, without duplication, of all items in the Initial Approved Budget and any Supplemental Approved Budgets shall constitute an "**Approved Budget**."

(e) Budget Covenants. For each 4-week period set forth in the Approved Budget, tested on a weekly basis by reference to the Variance Report (as defined below), the aggregate cumulative expenditures and disbursements (excluding debt service, professional fees and Capital Expenditures) by the Debtors shall not exceed one hundred twenty percent (120%) of the aggregate cumulative amount budgeted for such cumulative time period pursuant to the Approved Budget. The Debtors shall provide to the DIP Agent, so as actually to be received on or prior to the Friday following the end of each week commencing with the Friday of the fourth week after the Closing Date a variance report (a "*Variance Report*") certified by the chief financial officer of the Borrower, in form acceptable to the DIP Agent and the Majority DIP Lenders in their sole discretion, setting forth (i) the actual cash receipts, expenditures and disbursements for such immediately preceding calendar week on a line-item basis and the Aggregate Liquidity as of the end of such calendar week, and (ii) the variance in dollar amounts of the actual expenditures and disbursements (excluding debt service, professional fees and Capital Expenditures) for each 4-week period from those reflected for the corresponding period in the Approved Budget.

(f) Events of Default. The occurrence of any of the following events, unless waived in writing by the Prepetition Secured Agent and Prepetition Secured Lenders holding a majority of the loans (including accrued and unpaid interest) outstanding under the Prepetition Secured Credit Agreement shall constitute an event of default (collectively, the "*Prepetition Secured Party Events of Default*"):

- (i) the failure to obtain the Final Order within forty (40) days after the Petition Date;
- (ii) the failure to obtain entry of a final securitization order substantially contemporaneously with the entry of the Final Order;

(iii) (A) the incurrence or payment by the Debtors of expenses (x) other than the itemized amounts set forth in the Approved Budget or (B) in excess of the variances permitted by the DIP Credit Agreement, or (ii) other violation of the terms and condition of paragraph 2(e) above (each a "**Budget Default**");

(iv) the obtaining after the Petition Date of credit or the incurring of Indebtedness that is (i) secured by a security interest, mortgage or other lien on all or any portion of the Collateral which is equal or senior to any security interest, mortgage or other lien of the Prepetition Secured Agent and the Prepetition Secured Lenders, or (ii) entitled to priority administrative status which is equal or senior to that granted to the Prepetition Secured Agent and Prepetition Secured Lenders herein, unless used to refinance the Prepetition Obligations in full;

(v) the entry of a final order by the Court, other than the Final Order, granting relief from or modifying the automatic stay of section 362 of the Bankruptcy Code (i) to allow any creditor to execute upon or enforce a lien on or security interest in any Collateral in excess of \$1,000,000 or (ii) with respect to any lien of or the granting of any lien on any Collateral to any state or local environmental or regulatory agency or authority, (in each case with a value in excess of \$1,000,000) which in either case would have a material adverse effect on the business, operations, property, assets, or condition, financial or otherwise, of the Debtors;

(vi) reversal, vacatur, or modification (without the express prior written consent of the Prepetition Secured Agent, in its sole discretion) of this Interim Order;

(vii) dismissal of any of the Cases or conversion of any of the Cases to chapter 7 cases, or appointment of a chapter 11 trustee or examiner with enlarged powers or other responsible person in any of the Cases;

(viii) upon written notice from the Prepetition Secured Agent, any material misrepresentation of a material fact made after the Petition Date by any of the Debtors or their agents to the Prepetition Secured Agent or Prepetition Secured Lenders, or to agents for the Prepetition Secured Agent or Prepetition Secured Lenders, about the financial condition of the Debtors, or any of them, the nature, extent, location or quality of any Collateral, or the disposition or use of any Collateral, including Cash Collateral;

(ix) upon written notice from the Prepetition Secured Agent, the material failure to make adequate protection payments or other payments to the Prepetition Secured Agent and Prepetition Secured Lenders as set forth herein when due and such failure shall remain unremedied for more than three (3) business days after notice thereof;

(x) the failure by the Debtors to perform, in any respect, any of the material terms, provisions, conditions, covenants, or obligations under this Interim Order

and such failure shall continue unremedied for more than three (3) Business Days after receipt by the Debtors of notice thereof;

(xi) the failure to obtain an order from the Court approving the Solicitation Materials (as defined in the Lock-up Agreement) and setting a hearing to confirm the Plan or a plan of reorganization incorporating a Higher and Better Bid (as defined in the Lock-Up Agreement) within forty (40) days after the Petition Date, or as soon thereafter as the Court's schedule permits;

(xii) the failure to commence a hearing to consider confirmation of the Plan or any plan of reorganization incorporating a Higher and Better Bid by the taking of a material amount of testimony by the Court within forty (40) days after the date that the Solicitation Materials are approved;

(xiii) the Court's order confirming the Plan or any plan of reorganization incorporating a Higher and Better Bid (the "**Confirmation Order**") shall not have been entered by the Court within thirty (30) days after the date that the hearing to consider confirmation of the Plan or any plan of reorganization incorporating a Higher and Better Bid shall have commenced, or as soon thereafter as the Court's schedule permits, but in any event not later than thirty-five (35) days after the date the hearing to consider confirmation of the Plan or any plan of reorganization incorporating a Higher and Better Bid shall have commenced;

(xiv) the effective date of the Plan or any plan of reorganization incorporating a Higher and Better Bid shall not have occurred within twenty (20) days after the date that the Plan or any plan of reorganization incorporating a Higher and Better Bid is confirmed; and

(xv) any breach by the Debtors of their covenants and other undertakings in the DIP Credit Agreement or the Lock-up Agreement.

(g) Interest, Fees, Costs and Expenses. The DIP Obligations shall bear interest at the rates, and be due and payable (and paid), as set forth in, and in accordance with the terms and conditions of, this Interim Order and the DIP Loan Documents, in each case without further notice, motion or application to, order of, or hearing before, this Court. The Debtors shall pay on demand all fees, costs, expenses (including reasonable and documented legal and other professional fees and expenses of the DIP Agent) and other charges payable under the terms of the DIP Loan Documents, including, without limitation, (A) a \$50,000 arranging fee (the "**Arranging Fee**") payable to the DIP Agent, which shall be fully earned on the date hereof and

payable on the date of entry of this Interim Order; (B) a non-refundable \$50,000 per three months agency fee (the "*Agency Fee*"), payable in advance on the date of entry of this Interim Order and each 3 month anniversary thereafter, to the DIP Agent; (C) the \$600,000 balance of the \$1,200,000 upfront facility fee (the "*Upfront Facility Fee*") payable to the DIP Agent for prompt distribution to the DIP Lenders on a pro rata basis; and (D) an unused facility fee (the "*Unused Facility Fee*") equal to 1.0% per annum (calculated on the basis of a 360-day year and actual days elapsed) on the average daily unused balance of the DIP Facility, payable monthly in arrears to the DIP Agent for prompt distribution to the DIP Lenders on a pro rata basis.

(h) Use of DIP Facility and Proceeds of DIP Loans. The Borrower shall apply the proceeds of all DIP Loans solely in accordance with Section 9.28 of the DIP Credit Agreement. Without limiting the foregoing, the Debtors shall not be permitted to make any payments on account of any prepetition debt or obligation prior to the effective date of the Plan (as defined below) or any other chapter 11 plan or plans with respect to any of the Debtors, except with respect to (a) the prepetition obligations as set forth in this Interim Order; (b) as provided in the First Day Orders, which First Day Orders shall be in form and substance acceptable to the DIP Agent; (c) as provided in the motions, orders and requests for relief, each in form and substance acceptable by the DIP Secured Parties and the Prepetition Secured Parties prior to the request for such relief; and (d) or as otherwise provided in the DIP Credit Agreement.

(i) Conditions Precedent. The DIP Secured Parties shall have no obligation to make any DIP Loan during the Interim Period unless and until all conditions precedent to the making of any such DIP Loan or under the DIP Loan Documents and this Interim Order have been satisfied in full or waived by the requisite DIP Secured Parties in accordance with the DIP Loan Documents and this Interim Order, including the following conditions precedent:

a) The filing of the Plan, Disclosure Statement and other solicitation materials in respect of the Plan with this Court on the Petition Date. The Disclosure Statement and such other solicitation materials shall be materially consistent with the Plan and the Lock-up Agreement.

b) The entry of the Interim Securitization Order, in form and substance acceptable to the DIP Agent. The Debtors have filed herewith a motion for entry of an interim order (the "*Interim Securitization Order*") authorizing the Debtors to enter into an amendment and waiver to the A/R Facility (as defined in the DIP Credit Agreement) and authorizing the transactions contemplated thereby.

c) The initiation of proceedings by North Star Manufacturing (London) Ltd. pursuant to the Companies' Creditors Arrangement Act (Canada) in the Ontario Superior Court of Justice in Toronto, Ontario, Canada on the Petition Date.

(j) DIP Liens. As security for the DIP Obligations, the following security interests and liens, which shall immediately and without any further action by any Person, be valid, binding, permanent, perfected, continuing, enforceable and non-avoidable upon the date the Court enters this Interim Order, are hereby granted by the Debtors to the DIP Agent for its own benefit and the ratable benefit of the DIP Secured Parties on all property of the Debtors, now existing or hereinafter acquired, including, without limitation, all cash and cash equivalents (whether maintained with any of the DIP Agent or otherwise), and any investment in such cash or cash equivalents, money, inventory, goods, accounts receivable, other rights to payment, intercompany loans and other investments, investment property, contracts, contract rights, properties, plants, equipment, machinery, general intangibles, payment intangibles, accounts, deposit accounts, documents, instruments, chattel paper, documents of title, letters of credit,

letter of credit rights, supporting obligations, leases and other interests in leaseholds, real property, fixtures, patents, copyrights, trademarks, trade names, other intellectual property, intellectual property licenses, capital stock of subsidiaries (subject to the restriction set forth below), tax and other refunds, insurance proceeds, commercial tort claims, Avoidance Action Proceeds (as defined below and solely upon entry of the Final Order), rights under section 506(c) of the Bankruptcy Code (solely upon entry of the Final Order), all other Collateral (except Excluded Property as such term is defined in the Security Agreement) and all other "property of the estate" (within the meaning of the Bankruptcy Code) of any kind or nature, real or personal, tangible, intangible or mixed, now existing or hereafter acquired or created, and all rents, products, substitutions, accessions, profits, replacements and cash and non-cash proceeds of all of the foregoing; provided, however, that notwithstanding any provision herein or in any DIP Loan Document to the contrary, no Debtor organized under U.S. law shall be required to pledge in excess of 65% of the voting stock of its direct foreign subsidiaries (other than North Star Manufacturing (London) Ltd., 100% of the capital and/or voting stock of which shall be pledged) or any of the capital stock of its indirect foreign subsidiaries (all of the foregoing collateral collectively referred to as the "**DIP Collateral**," and all such Liens granted to the DIP Agent as provided in the DIP Loan Documents and for the ratable benefit of the DIP Secured Parties pursuant to this Interim Order and the DIP Loan Documents, the "**DIP Liens**");

(I) pursuant to section 364(c)(2) of the Bankruptcy Code, a perfected, binding, continuing, enforceable, non-avoidable, first priority Lien on all unencumbered DIP Collateral and, solely upon entry of the Final Order, proceeds ("**Avoidance Action Proceeds**") of the Debtors' claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code and any other avoidance or similar action under the Bankruptcy Code or similar state law ("**Avoidance Actions**"), whether received by judgment, settlement or otherwise;

(II) pursuant to section 364(c)(3) of the Bankruptcy Code, a perfected junior Lien upon all DIP Collateral that is subject to (x) valid, enforceable, non-

avoidable and perfected Liens in existence on the Petition Date that, after giving effect to any intercreditor or subordination agreement, are senior in priority to the Prepetition Liens, and (y) valid, enforceable and non-avoidable Liens in existence on the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code and after giving effect to any intercreditor or subordination agreement, are senior in priority to the Prepetition Liens, other than, in the case of clause (II)(x) or (II)(y), Liens which are expressly stated to be primed by the Liens to be granted to the DIP Agent described in clause (III) below (subject to such exception, the "**Prepetition Prior Liens**"); and

(III) pursuant to section 364(d)(1) of the Bankruptcy Code, a perfected first priority, senior priming Lien on all DIP Collateral (including, without limitation, Cash Collateral) that is senior and priming to (x) the Prepetition Liens and (y) any Liens that are junior to the Prepetition Liens, after giving effect to any intercreditor or subordination agreements (the Liens referenced in clauses (x) and (y), collectively, the "**Primed Liens**"); provided, however, that the Liens described in this subsection (III) shall be junior to the Carve-Out and the Prepetition Prior Liens.

(k) DIP Lien Priority. Notwithstanding anything to the contrary contained in this Interim Order or the other DIP Loan Documents, for the avoidance of doubt, the DIP Liens granted to the DIP Agent for the ratable benefit of the DIP Secured Parties shall in each and every case be first priority senior Liens that (i) are subject only to the Prepetition Prior Liens, and to the extent provided in the provisions of this Interim Order and the DIP Loan Documents, shall also be subject to the Carve-Out, and (ii) except as provided in sub-clause (i) of this clause (k), are senior to all prepetition and postpetition Liens of any other person or entity (including, without limitation, the Primed Liens and the Adequate Protection Replacement Liens). The DIP Liens and the DIP Super-Priority Claims (as defined below) (A) shall not be subject to sections 510, 549, 550 or 551 of the Bankruptcy Code or, subject to entry of the Final Order, section 506(c) of the Bankruptcy Code or the "equities of the case" exception of section 552 of the Bankruptcy Code, (B) shall not be subordinate to, or *pari passu* with, (x) any Lien that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (y) any intercompany or affiliate Liens of the Debtors, and (C) shall be valid and

enforceable against any trustee or any other estate representative appointed in the Cases, upon the conversion of any of the Cases to a case under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (each, a "*Successor Case*"), and/or upon the dismissal of any of the Cases.

(l) Enforceable Obligations. The DIP Loan Documents shall constitute and evidence the valid and binding DIP Obligations of the applicable Debtors, which DIP Obligations shall be enforceable against such Debtors, their estates and any successors thereto (including, without limitation, any trustee or other estate representative in any Successor Case), and their creditors, in accordance with their terms. No obligation, payment, transfer or grant of security under the DIP Credit Agreement, the other DIP Loan Documents or this Interim Order shall be stayed, restrained, voidable, avoidable or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 544, 547, 548 or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual or otherwise) counterclaim, cross-claim, defense or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

(m) Super-Priority Administrative Claim Status. In addition to the DIP Liens granted herein, effective immediately upon entry of this Interim Order, except with respect to Avoidance Actions, all of the DIP Obligations shall constitute allowed super-priority administrative claims pursuant to section 364(c)(1) of the Bankruptcy Code, which shall have priority, subject only to the payment of the Carve-Out, over all administrative expense claims, adequate protection and other diminution claims (including the Adequate Protection Super-

Priority Claims), unsecured claims and all other claims against the applicable Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses or other claims of the kinds specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c) (subject to the entry of the Final Order), 507(a), 507(b), 546, 726, 1113 and 1114 or any other provision of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment Lien or other non-consensual Lien, levy or attachment (the "***DIP Super-Priority Claims***"). The DIP Super-Priority Claims shall for purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, shall be against each Debtor on a joint and several basis, and shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof. Other than as provided in the DIP Credit Agreement and this Interim Order with respect to the Carve-Out, no costs or expenses of administration, including, without limitation, professional fees allowed and payable under sections 328, 330, and 331 of the Bankruptcy Code, or otherwise, that have been or may be incurred in these proceedings, or in any Successor Cases, and no priority claims are, or will be, senior to, prior to or on a parity with the DIP Liens and the DIP Super-Priority Claims or the DIP Obligations, or with any other claims of the DIP Secured Parties arising hereunder.

3. **Authorization to Use Cash Collateral and Proceeds of the DIP Facility.**

Subject to the terms and conditions of this Interim Order and the DIP Loan Documents, including without limitation, the Budget Covenants set forth in paragraph 2(e), (a) the Debtors are authorized to use proceeds of DIP Loans from and after the Closing Date, and (b) the Debtors are authorized to use Cash Collateral, and each Debtor shall be prohibited from any time using proceeds of DIP Loans or Cash Collateral except in accordance with the terms and conditions of this Interim Order and the DIP Loan Documents. The DIP Agent and Majority DIP Lenders may

terminate the applicable Debtors' right to use proceeds of DIP Loans, DIP Collateral, Prepetition Collateral and Cash Collateral without further notice, motion or application to, order of, or hearing before, the Court, subject in all respects to paragraph 14 below (including the notice requirements in paragraph 14(b)), (i) automatically upon the occurrence of the Delayed Draw Term Loan Commitment Termination Date, or (ii) immediately upon notice to such effect by the DIP Agent to the Debtors after the occurrence and during the continuance of an Event of Default. The Prepetition Secured Agent and requisite majority of the Prepetition Secured Lenders holding a majority of the loans (including accrued and unpaid interest) outstanding under the Prepetition Secured Credit Agreement may terminate the consensual Cash Collateral use arrangement contained herein without further notice, motion or application to, order of, or hearing before, the Court, upon the occurrence of a Prepetition Secured Party Events of Default. The earliest date upon which the consensual Cash Collateral use arrangement described in this Interim Order is terminated pursuant to this paragraph 3 being the "*Cash Collateral Termination Date*").

4. **Adequate Protection for Prepetition Secured Parties.** As adequate protection for, and in an aggregate amount equal to, the diminution in value (collectively, "*Diminution in Value*") of the respective interests of the Prepetition Secured Parties in the respective Prepetition Collateral (including Cash Collateral) from and after the Petition Date, calculated in accordance with section 506(a) of the Bankruptcy Code, resulting from the use, sale or lease by the Debtors of the applicable Prepetition Collateral (including Cash Collateral), the granting of the DIP Liens, the subordination of the Prepetition Liens thereto and to the Carve-Out, and the imposition or enforcement of the automatic stay of section 362(a), the Prepetition Secured Parties shall receive the following adequate protection (collectively referred to as the "*Prepetition Secured Parties' Adequate Protection*");

(a) Adequate Protection Replacement Liens. Solely to the extent of any aggregate postpetition Diminution in Value of the prepetition interests of the Prepetition Secured Parties in the applicable Prepetition Collateral, the Prepetition Secured Parties are hereby granted, subject to the terms and conditions set forth below, pursuant to sections 361, 363(e) and 364 of the Bankruptcy Code, replacement Liens upon all of the DIP Collateral, including, solely upon entry of the Final Order, any Avoidance Actions Proceeds (such adequate protection replacement liens, the "*Adequate Protection Replacement Liens*"), which Adequate Protection Replacement Liens on such DIP Collateral shall be subject and subordinate only to the DIP Liens, the Prepetition Prior Liens, and the payment of the Carve-Out and shall rank in the same relative priority and right as the Prepetition Liens do with respect to the Prepetition Collateral, in each case, to the extent expressly provided in the DIP Loan Documents and this Interim Order. In addition, if the effective date of the Plan shall have occurred by the date set forth in the Lock-up Agreement, the Adequate Protection Replacement Liens shall be deemed satisfied and discharged without any further consideration beyond the distributions to be provided under the Plan to the Prepetition Secured Parties. Notwithstanding the foregoing, if the effective date of the Plan shall not have occurred prior to the date set forth in the preceding sentence, then with respect to any plan of reorganization for the Debtors that may be confirmed in these Cases, the Adequate Protection Replacement Liens shall not be deemed satisfied and discharged unless the holders of Prepetition Obligations representing at least two-thirds in amount and more than one-half in number of all claims in respect of such Prepetition Obligations have agreed to some other manner of satisfaction of such Adequate Protection Replacement Liens.

(b) Adequate Protection Super-Priority Claims. Solely to the extent of Diminution in Value, the Prepetition Secured Parties are hereby granted allowed super-priority

administrative claims (such adequate protection super-priority claims, the "*Adequate Protection Super-Priority Claims*"), except with respect to Avoidance Actions, pursuant to section 507(b) of the Bankruptcy Code, junior only to the DIP Super-Priority Claims and the Carve-Out to the extent provided herein and in the DIP Loan Documents and payable from and having recourse to all of the DIP Collateral; provided, however, that the Prepetition Secured Parties shall not receive or retain any payments, property or other amounts in respect of the Adequate Protection Super-Priority Claims unless and until (x) all DIP Obligations have been paid in full in cash and (y) all credit commitments under the DIP Loan Documents have been irrevocably terminated (the conditions described in clauses (x) and (y), collectively, "*Paid in Full*" or "*Payment in Full*"). Subject to the relative priorities set forth above, the Adequate Protection Super-Priority Claims against each Debtor shall be against each Debtor on a joint and several basis. In addition, if the effective date of the Plan shall have occurred by the date set forth in the Lock-up Agreement, the Adequate Protection Super-Priority Claims shall be deemed satisfied and discharged without any further consideration beyond the distributions to be provided under the Plan to the Prepetition Secured Parties. Notwithstanding the foregoing, if the effective date of the Plan shall not have occurred prior to the date set forth in the preceding sentence, then with respect to any plan of reorganization for the Debtors that may be confirmed in these Cases, the Adequate Protection Super-Priority Claims shall be paid in full in cash on the effective date of such plan of reorganization unless the holders of Prepetition Obligations representing at least two-thirds in amount and more than one-half in number of all claims in respect of such Prepetition Obligations have agreed to some other manner of satisfaction of such Adequate Protection Super-Priority Claims.

(c) Interest and Professional Fees. As further adequate protection, and without limiting any rights of the Prepetition Secured Agent and the Prepetition Secured Lenders under section 506(b) of the Bankruptcy Code which are hereby preserved, and in consideration, and as a requirement, for obtaining the consent of the Prepetition Secured Parties to the entry of this Interim Order and the Debtors' consensual use of Cash Collateral as provided herein, the Debtors shall (i) pay or reimburse currently the Prepetition Secured Agent for any and all of its accrued and past-due fees, costs, expenses and charges to the extent payable under the Prepetition Loan Documents, (ii) on the last day of each calendar month commencing after the Closing Date pay to the Prepetition Secured Agent for prompt distribution to the Prepetition Secured Lenders a portion of the interest accruing under the Prepetition Secured Credit Agreement calculated based on the three-month LIBOR rate set at the beginning of such applicable month and calculated without giving effect to the 3.00% LIBOR floor contained in the Prepetition Secured Credit Agreement (it being understood that the balance of the accruing interest (including any interest accruing as a result of such LIBOR floor) will be periodically added to the principal amount of the Prepetition Obligations in accordance with the Prepetition Secured Credit Agreement) and (iii) pay currently all reasonable and documented fees, costs and expenses of one primary counsel and local counsel (as necessary) for each of the Prepetition Secured Agent and the ad-hoc group of Prepetition Secured Lenders constituting the Majority Term Lenders (as defined in the Prepetition Secured Credit Agreement) and one financial advisor to be retained by the Prepetition Secured Agent for the benefit of the Prepetition Secured Lenders, in the case of each of sub-clauses (i), (ii) and (iii) above, all whether accrued prepetition or postpetition and without further notice, motion or application to, order of, or hearing before, this Court.

All payments of interest and professional fees paid on account of the Prepetition Obligations pursuant to this Interim Order shall be subject to recharacterization and re-application if the Prepetition Obligations are subsequently determined by the Court to be undersecured.

CH1144411.9 Atrium - Interim DIP Order

pursuant to
further order
of the Court.

(d) Notice of Professional Fees. None of the fees, costs and expenses incurred by professionals engaged by the DIP Agent, the Prepetition Secured Agent or the ad-hoc group of the Prepetition Secured Lenders constituting the Majority Term Lenders (as defined in the Prepetition Secured Credit Agreement) shall be subject to Court approval or U.S. Trustee guidelines, and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with this Court; provided, that such professionals shall submit copies of their respective professional fee invoices to the Debtors, the U.S. Trustee and counsel for the Committee (and any subsequent trustee of the Debtors' estates). Such invoices may be redacted to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine. The U.S. Trustee and the Committee (and any subsequent trustee of the Debtors' estates) may object to the reasonableness of the fees, costs and expenses included in any professional fee invoice submitted by such professionals; provided that, any such objection shall be forever waived and barred unless (i) it is filed with this Court and served on counsel to the DIP Agent and the Debtors no later than ten (10) days after the objecting party's receipt of the applicable professional fee invoice and (ii) it describes with particularity the specific basis for the objection. Any hearing on an objection to payment of any fees, costs and expenses set forth in a professional fee invoice shall be limited to the reasonableness or necessity of the particular items or categories of the fees, costs and expenses which are the subject of such objection. The Debtors shall indemnify the DIP Agent and the DIP Lenders (and other applicable parties) to the extent set forth in the DIP Loan Documents, including, without limitation, as provided in Section 13.03(b) of the DIP Credit Agreement. All

such unpaid fees, costs, expenses, charges and indemnities that have not been disallowed by this Court on the basis of an objection filed by the U.S. Trustee or the Committee (or any subsequent trustee of the Debtors' estates) in accordance with the terms hereof shall constitute DIP Obligations and shall be secured by the DIP Collateral as specified in this Interim Order. Any and all fees, commissions, costs and expenses paid prior to the Petition Date by any Debtor to the DIP Agent or DIP Lenders in connection with or with respect to the DIP Facility, DIP Credit Agreement or other DIP Loan Documents are hereby approved in full and non-refundable.

(e) Right to Seek Additional Adequate Protection. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b) thereof, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties. However, any Prepetition Secured Party may request Court approval for further or different adequate protection, and the Debtors or any other party in interest may contest any such request; provided that any such further or different adequate protection shall at all times be subordinate and junior to the claims and Liens of the DIP Secured Parties granted under this Interim Order and the DIP Loan Documents.

(f) Consent to Priming and Adequate Protection. The Prepetition Secured Agent and the requisite majority of the Prepetition Secured Lenders consent to the Prepetition Secured Parties' Adequate Protection and the priming provided for herein; provided, however, that such consent of the Prepetition Secured Parties to the priming of their Prepetition Liens, the use of Cash Collateral, and the sufficiency of the Prepetition Secured Parties' Adequate Protection provided for herein is expressly conditioned upon the entry of this Interim Order and such consent shall not be deemed to extend to any other replacement financing or debtor-in-

possession financing other than the DIP Facility provided under the DIP Loan Documents; and provided, further, that such consent shall be of no force and effect in the event this Interim Order is not entered or is entered and subsequently reversed, modified, stayed or amended (unless such reversal, modification, stay or amendment is acceptable to the Prepetition Secured Agent and the requisite majority of the Prepetition Secured Lenders; provided, that modifications to the form or substance of the Interim Order made in response to objections of other creditors or Court rulings shall be acceptable to a majority in principal holdings of those Prepetition Secured Lenders present (or otherwise represented by counsel) at the hearing at which the Interim Order is modified) or the DIP Loan Documents and DIP Facility as set forth herein are not approved; and provided, further, that in the event of the occurrence of the Delayed Draw Term Loan Commitment Termination Date, nothing herein shall alter the burden of proof set forth in the applicable provisions of the Bankruptcy Code at any hearing concerning the continued use of Prepetition Collateral (including Cash Collateral) by the Debtors.

5. **Automatic Postpetition Lien Perfection.** This Interim Order shall be sufficient and conclusive evidence of the validity, enforceability, perfection and priority of the DIP Liens and the Adequate Protection Replacement Liens without the necessity of (a) filing or recording any financing statement, deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction or (b) taking any other action to validate or perfect the DIP Liens and the Adequate Protection Replacement Liens or to entitle the DIP Liens and the Adequate Protection Replacement Liens to the priorities granted herein. Notwithstanding the foregoing, each of the DIP Agent and Prepetition Secured Agent (in the latter case, solely with respect to the Adequate Protection Replacement Liens) may, each in their sole discretion, file financing statements, mortgages, security agreements, notices of Liens and

other similar documents, and is hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, mortgages, security agreements, notices and other agreements or documents shall be deemed to have been filed or recorded at the time and on the Petition Date. The applicable Debtors shall execute and deliver to the DIP Agent and/or the Prepetition Secured Agent, as applicable, all such financing statements, mortgages, notices and other documents as such parties may reasonably request to evidence and confirm the contemplated priority of, the DIP Liens and the Adequate Protection Replacement Liens, as applicable, granted pursuant hereto. Without limiting the foregoing, each of the DIP Agent and Prepetition Secured Agent, each in its discretion, may file a photocopy of this Interim Order as a financing statement with any recording officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which any Debtor has real or personal property, and in such event, the subject filing or recording officer shall be authorized to file or record such copy of this Interim Order. Subject to the entry of the Final Order, any provision of any lease, loan document, easement, use agreement, proffer, covenant, license, contract, organizational document, or other instrument or agreement that requires the payment of any fees or obligations to any governmental entity or non-governmental entity in order for the Debtors to pledge, grant, mortgage, sell, assign, or otherwise transfer any fee or leasehold interest or the proceeds thereof or other DIP Collateral, is and shall be deemed to be inconsistent with the provisions of the Bankruptcy Code, and shall have no force or effect with respect to the Liens on such leasehold interests or other applicable DIP Collateral or the proceeds of any assignment and/or sale thereof by any Debtor, in favor of the DIP Secured Parties in accordance with the terms of the DIP Loan Documents and this Interim Order. To the extent that any Prepetition Secured Agent is the secured party under any account control agreements, listed

as loss payee under any of the Debtors' insurance policies or is the secured party under any Prepetition Loan Document, the DIP Agent shall also be deemed to be the secured party under such account control agreements, loss payee under the Debtors' insurance policies and the secured party under each such Prepetition Loan Document, shall have all rights and powers attendant to that position (including, without limitation, rights of enforcement) and shall act in that capacity and distribute any proceeds recovered or received first, for the benefit of the DIP Secured parties in accordance with the DIP Loan Documents and second, subsequent to Payment in Full of all DIP Obligations, for the benefit of the Prepetition Secured Parties. The Prepetition Secured Agent shall serve as agent for the DIP Agent for purposes of perfecting their respective Liens on all DIP Collateral that is of a type such that perfection of a Lien therein may be accomplished only by possession or control by a secured party.

6. **Reservation of Certain Third Party Rights and Bar of Challenges and Claims.** The Debtors' Stipulations shall be binding upon the Debtors in all circumstances. The Debtors' Stipulations shall be binding upon each other party in interest, including any Committee, unless (i) such Committee or any other party in interest other than the Debtors obtains the authority to commence and commences, or if the Cases are converted to cases under chapter 7 prior to the expiration of the Challenge Period (as defined below), the chapter 7 trustee in such Successor Cases commences on or before 60 days after entry of the Final Order (such time period shall be referred to as the "***Challenge Period***," and the date that is the next calendar day after the termination of the Challenge Period, in the event that no objection or challenge is raised during the Challenge Period, shall be referred to as the "***Challenge Period Termination Date***"), (x) a contested matter or adversary proceeding challenging or otherwise objecting to the admissions, stipulations, findings or releases included in the Debtors' Stipulations, or (y) a

contested matter or adversary proceeding against any or all of the Prepetition Secured Parties in connection with or related to the Prepetition Obligations, or the actions or inactions of any of the Prepetition Secured Parties arising out of or related to the Prepetition Obligations, or otherwise, including, without limitation, any claim against the Prepetition Secured Parties in the nature of a "lender liability" causes of action, setoff, counterclaim or defense to the Prepetition Obligations (including but not limited to those under sections 506, 544, 547, 548, 549, 550 and/or 552 of the Bankruptcy Code or by way of suit against any of the Prepetition Secured Parties) (the objections, challenges, actions and claims referenced in clauses (x) and (y), collectively, the "*Claims and Defenses*") and (ii) this Court rules in favor of the plaintiff in any such timely and properly commenced contested matter or adversary proceeding; provided, that as to the Debtors, for themselves and not their estates, all such Claims and Defenses are irrevocably waived and relinquished as of the Petition Date. Until the Challenge Period Termination Date, any party in interest, ^(other than the Debtors) including the Committee, may assert any Claims and Defenses. If no Claims and Defenses have been timely asserted in any such adversary proceeding or contested matter, then, upon the Challenge Period Termination Date, and for all purposes in these Cases and any Successor Case, (i) all payments made to the Prepetition Secured Parties pursuant to this Interim Order or otherwise shall not be subject to counterclaim, set-off, subordination, recharacterization, defense or avoidance, (ii) any and all such Claims and Defenses by any party in interest shall be deemed to be forever released, waived and barred, (iii) the Prepetition Obligations shall be deemed to be an allowed claim, a portion of which shall be allowed as a secured claim within the meaning of section 506 of the Bankruptcy Code, and (iv) the Debtors' Stipulations, including the release provisions therein, shall be binding on all parties in interest, including any Committee. Notwithstanding the foregoing, to the extent any Claims and

Defenses are timely asserted in any such adversary proceeding or contested matter, (i) the Debtors' Stipulations and the other provisions in clauses (i) through (iv) in the immediately preceding sentence shall nonetheless remain binding and preclusive on any Committee (and any subsequent trustee of the Debtors' estates) and on any other party in interest from and after the Challenge Period Termination Date, except to the extent that such Debtors' Stipulations or the other provisions in clauses (i) through (iv) of the immediately preceding sentence were expressly challenged in such adversary proceeding or contested matter, and (ii) any portion of the Debtors' Stipulations or other provisions in clauses (i) through (iv) in the immediately preceding sentence that is the subject of a timely filed Claim and Defense shall become binding and preclusive on any Committee (and any subsequent trustee of the Debtors' estates) and on any other party in interest to the extent set forth in any order of the Court resolving such Claim and Defense. The Challenge Period in respect of the Prepetition Secured Credit Facility may be extended by an order of the Court or by written agreement of the Prepetition Secured Agent and the ad-hoc group of Prepetition Secured Lenders constituting the Majority Term Lenders (as defined in the Prepetition Secured Credit Agreement) in their sole discretion.

Nothing in this Interim Order vests or confers on any person or entity, including any Committee, standing or authority to pursue any cause of action belonging to any or all of the Debtors or their estates, including, without limitation, any Claim and Defense or other claim against any Prepetition Secured Parties or the DIP Secured Parties.

7. Carve-Out. Subject to the terms and conditions contained in this paragraph 7, each of the DIP Liens, DIP Super-Priority Claims, Prepetition Liens, Adequate Protection Replacement Liens and Adequate Protection Super-Priority Claims shall be subject and subordinate to payment of the Carve-Out (as defined below):

provided, however, that if the Court should extend the Challenge Period without the consent of the Prepetition Secured Parties, the DIP lenders shall not be required to make further advances under the DIP Credit Agreement and pursuant to the terms thereof; provided further that if the Court shall so extend the Challenge Period under such circumstances the consensual use of Cash Collateral as arranged hereunder shall continue.

(a) For purposes of this Interim Order, "*Carve-Out*" means (i) all unpaid fees required to be paid in these Cases to the clerk of the Bankruptcy Court and to the office of the United States Trustee under 28 U.S.C. §1930(a), whether arising prior to or after the delivery of the Carve-Out Trigger Notice; (ii) all reasonable unpaid fees, costs and disbursements of professionals retained by the Debtors in these Cases (collectively, the "*Debtors' Professionals*") that are incurred prior to the delivery by the DIP Agent of a Carve-Out Trigger Notice, are allowed by the Court under sections 105(a), 330 and 331 of the Bankruptcy Code or otherwise and remain unpaid after application of any retainers and any available funds remaining in the Debtors' estates for such creditors; (iii) all reasonable unpaid fees, costs and disbursements of professionals retained by the Committee in these Cases (collectively, the "*Committee's Professionals*") and all reasonable unpaid expenses of the members of any Committee ("*Committee Members*") that are incurred prior to the delivery by the DIP Agent of a Carve-Out Trigger Notice, are allowed by the Court under sections 105(a), 330 and 331 of the Bankruptcy Code or otherwise and remain unpaid after application of any available funds remaining in the Debtors' estates for such creditors and in an aggregate amount (for both Committee Members and the Committee's Professionals) not to exceed \$250,000; (iv) all reasonable unpaid fees, costs and disbursements of the Debtors' Professionals that are incurred after the delivery of a Carve-Out Trigger Notice, are allowed by the Court under sections 105(a), 330 and 331 of the Bankruptcy Code or otherwise and remain unpaid after application of any retainers and any available funds remaining in the Debtors' estates for such creditors and in an aggregate amount not to exceed \$1,000,000 (the "*Debtors' Professionals Carve-Out Cap*"); (v) all reasonable unpaid fees, costs and disbursements of the Committee Professionals and all reasonable unpaid expenses of Committee Members that are incurred after the delivery of a Carve-Out Trigger

Notice, are allowed by the Court under sections 105(a), 330 and 331 of the Bankruptcy Code or otherwise and remain unpaid after application of any retainers and any available funds remaining in the Debtors' estates for such creditors and in an aggregate amount (for both Committee Members and the Committee's Professionals) not to exceed \$50,000 (the "*Committee Carve-Out Cap*") and together with the Debtors' Professionals Carve-Out Cap, the "*Post-Default Carve-Out Cap*"; and (vi) the costs and administrative expenses not to exceed \$150,000 in the aggregate that are permitted to be incurred by any chapter 7 trustee pursuant to any order of the Court following any conversion of any Cases pursuant to section 1112 of the Bankruptcy Code (clauses (i), (ii), (iii), (iv), (v) and (vi), collectively, the "*Carve-Out*"). The term "*Carve-Out Trigger Notice*" shall mean a written notice delivered by the DIP Agent to the Debtors' lead counsel, the U.S. Trustee, counsel for the Prepetition Secured Parties, and lead counsel to any Committee appointed in these Cases, which notice may be delivered at any time following the occurrence and during the continuation of any Event of Default under the DIP Loan Documents, expressly stating that the Carve-Out is invoked..

(b) Following the delivery of the Carve-Out Trigger Notice after the occurrence and during the continuance of any Event of Default under the DIP Loan Documents, any payments actually made pursuant to Bankruptcy Code sections 327, 328, 330, 331, 503 or 1103 or otherwise, to such Professionals or Committee Members shall (i) not be paid from the proceeds of any DIP Loan, DIP Collateral, Prepetition Collateral or Cash Collateral until such time as all retainers, if any, held by such Professionals or Committee Members have been reduced to zero, and (ii) in the case of any payments made on account of any fees and expenses described in clauses (iv) and (v) of the definition of Carve-Out, reduce the Post-Default Carve-Out Cap on a dollar-for-dollar basis. So long as no Carve-Out Trigger Notice has been

delivered, the Debtors shall be permitted to pay compensation and reimbursement of expenses, as applicable, of the Debtors' Professionals, Committee's Professionals and Committee Members, in each case, allowed and payable under 11 U.S.C. §§ 328, 330 and 331, as the same may be due and payable, and any such compensation and expenses previously paid, or accrued but unpaid, prior to the delivery of the Carve-Out Trigger Notice shall not reduce the Post-Default Carve-Out Cap.

(c) The DIP Agent shall be entitled to establish and maintain reserves against borrowing availability under the DIP Facility on account of the Carve-Out in accordance with the terms of the DIP Credit Agreement.

(d) Notwithstanding any provision in this paragraph 7 to the contrary, no portion of the Carve-Out, Cash Collateral, Prepetition Collateral, DIP Collateral or proceeds of the DIP Facility shall be utilized for the payment of professional fees and disbursements to the extent restricted under paragraph 15 hereof.

(e) Nothing herein shall be construed as consent to the allowance of any professional fees or expenses of any of the Debtors, any Committee, any other official or unofficial committee in these Cases, or of any other person or entity, or shall affect the right of any DIP Secured Party or any Prepetition Secured Party to object to the allowance and payment of such fees and expenses.

8. **Waiver of Section 506(c) Claims.** Subject to the entry of the Final Order, as a further condition of the DIP Facility and any obligation of the DIP Secured Parties to make credit extensions pursuant to the DIP Loan Documents (and their consent to the payment of the Carve-Out to the extent provided herein), no costs or expenses of administration of the Cases or any Successor Case shall be charged against or recovered from or against any or all of the DIP

Secured Parties, the Prepetition Secured Parties, the DIP Collateral, the Prepetition Collateral, and the Cash Collateral pursuant to section 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the DIP Agent or the Prepetition Secured Agent, as the case may be, and no such consent shall be implied from any other action, inaction, or acquiescence of any or all of the DIP Secured Parties and the Prepetition Secured Parties.

9. **After-Acquired Property.** Except as otherwise provided in this Interim Order, pursuant to section 552(a) of the Bankruptcy Code, all property acquired by the Debtors on or after the Petition Date is not, and shall not be, subject to any Lien of any person or entity resulting from any security agreement entered into by the Debtors prior to the Petition Date including, without limitation, in respect of the Prepetition Secured Credit Facility, except to the extent that such property constitutes proceeds of property of the Debtors that is subject to a valid, enforceable, perfected, and unavoidable Lien as of the Petition Date which is not subject to subordination under the Bankruptcy Code or other provisions or principles of applicable law.

10. **Protection of DIP Secured Parties' Rights.**

(a) Unless the requisite DIP Secured Parties under the DIP Loan Documents shall have provided their prior written consent or all DIP Obligations have been Paid in Full (or will be Paid in Full upon entry of a final, non-appealable order approving indebtedness described in clause (ii) of subsection (b) below), there shall not be entered in these proceedings, or in any Successor Case, any order which authorizes any of the following: (i) the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other Lien on all or any portion of the DIP Collateral and/or that is entitled to administrative priority status, in each case which is superior to or *pari passu* with the DIP Liens, DIP Super-Priority Claims and other DIP Protections granted pursuant to this Interim Order to the DIP

Secured Parties; or (ii) the use of Cash Collateral for any purpose other than to Pay in Full the DIP Obligations or as otherwise permitted in the DIP Loan Documents and this Interim Order.

(b) The Debtors (and/or their legal and financial advisors in the case of clauses (ii) through (iv) below) will (i) maintain books, records and accounts to the extent and as required by the DIP Loan Documents, (ii) reasonably cooperate, consult with, and provide to the DIP Agent the ad-hoc group of Prepetition Secured Lenders constituting the Majority Term Lenders (as defined in the Prepetition Secured Credit Agreement) all such information as required or allowed under the DIP Loan Documents or the provisions of this Interim Order, (iii) permit representatives of the DIP Agent the ad-hoc group of Prepetition Secured Lenders constituting the Majority Term Lenders (as defined in the Prepetition Secured Credit Agreement) such rights to visit and inspect any of the Debtors' respective properties, to examine and make abstracts or copies from any of their respective books and records, to conduct a collateral audit and analysis of their respective inventory and accounts, to tour the Debtors' business premises and other properties, and to discuss, and provide advice with respect to, their respective affairs, finances, properties, business operations and accounts with their respective officers, employees and independent public accountants as and to the extent required by the DIP Loan Documents, and (iv) permit the DIP Agent, the ad-hoc group of Prepetition Secured Lenders constituting the Majority Term Lenders (as defined in the Prepetition Secured Credit Agreement) and their respective representatives to consult with the Debtors' management and advisors on matters concerning the general status of the Debtors' businesses, financial condition and operations.

11. Proceeds of Subsequent Financing. Without limiting the provisions and protections of paragraph 10 above, and except as provided in the Interim Securitization Order (or any final order with respect thereto), if at any time prior to the Payment in Full of all DIP

Obligations (including subsequent to the confirmation of the Plan or any other Chapter 11 plan or plans with respect to any of the Debtors), the Debtors' estates, any trustee, any examiner with enlarged powers or any responsible officer subsequently appointed shall obtain credit or incur debt pursuant to sections 364(b), 364(c), 364(d) or any other provision of the Bankruptcy Code in violation of the DIP Loan Documents, then all of the cash proceeds derived from such credit or debt and all Cash Collateral shall immediately be turned over to the DIP Agent until Payment in Full of the DIP Obligations.

12. **Cash Collection.** From and after the date of the entry of this Interim Order, all collections and proceeds of any DIP Collateral or Prepetition Collateral or services provided by any Debtor and all Cash Collateral which shall at any time come into the possession, custody or control of any Debtor, or to which any Debtor is now or shall become entitled at any time, shall be promptly deposited in the same bank accounts into which the collections and proceeds of the Prepetition Collateral were deposited under the Prepetition Secured Credit Agreement (or in such other accounts as are designated by DIP Agent from time to time).

13. **Disposition of DIP Collateral.** The Debtors shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the DIP Collateral without the prior written consent of the requisite DIP Secured Parties under the DIP Loan Documents (and no such consent shall be implied from any other action, inaction or acquiescence by any DIP Secured Party or any order of this Court), except for (a) as permitted in the DIP Loan Documents and this Interim Order and (b) approved by the Court to the extent required under applicable bankruptcy law.

14. **Rights and Remedies Upon Event of Default.**

(a) Any automatic stay otherwise applicable to the DIP Secured Parties is hereby modified, without requiring prior notice to or authorization of this Court, to the extent necessary to permit the DIP Secured Parties to exercise the following remedies immediately upon the occurrence and during the continuance of an Event of Default: (i) terminate the Delayed Draw Term Loan Commitments; (ii) declare the principal amount then outstanding of, and the accrued interest on, the Delayed Draw Term Loans and all other amounts payable by the Debtors under the DIP Loan Documents to be forthwith due and payable, whereupon such amounts shall be immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Debtors; (iii) terminate the DIP Facility and any DIP Loan Document as to any future liability or obligation of the DIP Secured Parties, but without affecting any of the DIP Obligations or the DIP Liens securing the DIP Obligations; (iv) declare a termination, reduction or restriction on the ability of the Obligators to use any Cash Collateral, including Cash Collateral derived solely from the proceeds of DIP Collateral (any such declaration to be made to the Debtors, the respective lead counsel to any Committee and the United States Trustee and to be referred to herein as a "**Termination Declaration**" and the date which is the earliest to occur of any such Termination Declaration being herein referred to as the "**Termination Declaration Date**"; (v) reduce any claim to judgment; (vi) take any other action permitted by law; and/or (vii) take any action permitted to be taken by the Security Documents during the existence of an Event of Default.

(b) Three (3) Business Days following a Termination Declaration Date, the DIP Agent shall have relief from the automatic stay and may foreclose on all or any portion of the DIP Collateral, collect accounts receivable and apply the proceeds thereof to the DIP Obligations, occupy the Debtors' premises to sell or otherwise dispose of the DIP Collateral or

→ or Cash
Collateral
Termination
Date

otherwise exercise remedies against the DIP Collateral permitted by applicable nonbankruptcy

or Cash Collateral
Termination
Date

law. During the 3 Business Day period after a Termination Declaration Date, the Debtors and

any Committee shall be entitled to an emergency hearing before the Court for the sole purpose of

contesting whether an Event of Default has occurred and section 105 of the Bankruptcy Code

or Prohibition Secured Party Event of Default

may not be invoked by the Debtor in an effort to restrict or preclude any DIP Secured Party from

exercising any rights or remedies set forth in this Interim Order or the DIP Loan Documents.

Unless during such period the Court determines that an Event of Default has not occurred and/or

or Prohibition Secured Party
Event

is not continuing, the automatic stay, as to the DIP Secured Parties, shall automatically terminate

of Default

at the end of such 3 Business Day period, without further notice or order. During such 3

Business Day period, the Debtors may not use Cash Collateral except to pay payroll and other

expenses critical to keep the business of the Debtors operating in accordance with the Approved

Budget.

(c) All proceeds realized in connection with the exercise of the rights and remedies of the DIP Secured Parties shall be turned over to the DIP Agent for application to the other DIP Obligations under, and in accordance with the provisions of, the DIP Loan Documents until Payment in Full of the DIP Obligations; provided, that in the event of the liquidation of the Debtors' estates after an Event of Default and the termination of the Delayed Draw Term Loan Commitments, the unused amount of the Carve-Out shall be funded into a segregated account exclusively (i) first, from proceeds of any unencumbered assets of the Debtors, and (ii) then from Cash Collateral received by any DIP Agent subsequent to the date of termination of the Delayed Draw Term Loan Commitments and prior to the distribution of any such Cash Collateral to any other parties in interest.

(d) Subject to entry of the Final Order, and notwithstanding anything contained herein to the contrary, and without limiting any other rights or remedies of the DIP Agent or the other DIP Secured Parties contained in this Interim Order or the DIP Loan Documents, or otherwise available at law or in equity, and subject to the terms of the DIP Loan Documents, upon three (3) Business Days' written notice to the Debtors and any landlord, lienholder, licensor or other third party owner of any leased or licensed premises or intellectual property that an Event of Default under the DIP Loan Documents has occurred and is continuing, the DIP Agent (i) may, unless otherwise provided in any separate agreement by and between the applicable landlord or licensor and the DIP Agent (the terms of which shall be reasonably acceptable to the parties thereto), enter upon any leased or licensed premises of the Debtors for the purpose of exercising any remedy with respect to Collateral located thereon and (ii) shall be entitled to all of the Debtors' rights and privileges as lessee or licensee under the applicable license and to use any and all trademarks, trade names, copyrights, licenses, patents or any other similar assets of the Debtors, which are owned by or subject to a Lien of any third party and which are used by Debtors in their businesses, in either the case of subparagraph (i) or (ii) of this paragraph 14(d) without interference from lienholders or licensors thereunder, subject to such lienholders or licensors rights under applicable law, provided, however, that the DIP Agent, on behalf of the DIP Secured Parties, shall pay only rent and additional rent, fees, royalties or other obligations of the Debtors that first arise after the written notice referenced above from the DIP Agent and that are payable during the period of such occupancy or use by such DIP Agent calculated on a *per diem* basis. Nothing herein shall require the Debtors, the DIP Agent or the other DIP Secured Parties to assume any lease or license under Bankruptcy Code section 365(a) as a precondition to the rights afforded to the DIP Agent and the other DIP Secured Parties in this paragraph 14(d).

(e) The automatic stay imposed under Bankruptcy Code section 362(a) is hereby modified pursuant to the terms of this Interim Order and the DIP Loan Documents as necessary to (i) permit the Debtors to grant the Adequate Protection Replacement Liens and the DIP Liens and to incur all liabilities and obligations to the Prepetition Secured Parties and the DIP Secured Parties under the DIP Loan Documents, the DIP Facility and this Interim Order, (ii) authorize the DIP Secured Parties and the Prepetition Secured Parties to retain and apply payments hereunder, and (iii) otherwise to the extent necessary to implement and effectuate the provisions of this Interim Order.

15. **Restriction on Use of Proceeds.** Notwithstanding anything herein to the contrary, no proceeds from the DIP Facility, DIP Collateral, Cash Collateral (including any prepetition retainer funded by any or all of the Prepetition Secured Parties), Prepetition Collateral, or any portion of the Carve-Out may be used by any of the Debtors, any Committee, and any trustee or other estate representative appointed in the Chapter 11 Cases or any Successor Case, or any other person, party or entity to (or to pay any professional fees and disbursements incurred in connection therewith) (a) request authorization to obtain postpetition loans or other financial accommodations pursuant to Bankruptcy Code section 364(c) or (d), or otherwise, other than from the DIP Secured Parties; (b) investigate (except as set forth below), assert, join, commence, support or prosecute any action for any claim, counter-claim, action, proceeding, application, motion, objection, defense, or other contested matter seeking any order, judgment, determination or similar relief against, or adverse to the interests of, in any capacity, any or all of the DIP Secured Parties, the Prepetition Secured Parties, and their respective officers, directors, employees, agents, attorneys, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, action or other matter (including formal discovery proceedings in

anticipation thereof), including, without limitation, (i) any Claims and Defenses, any Avoidance Actions or other actions arising under chapter 5 of the Bankruptcy Code; (ii) any so-called "lender liability" claims and causes of action; (iii) any action with respect to the validity, enforceability, priority and extent of the DIP Obligations and/or the Prepetition Obligations, or the validity, extent, and priority of the DIP Liens, the Prepetition Liens, or the Adequate Protection Replacement Liens (or the value of any of the Prepetition Collateral or DIP Collateral); (iv) any action seeking to invalidate, set aside, avoid or subordinate, in whole or in part, the DIP Liens, the other DIP Protections, the Prepetition Liens, the Adequate Protection Replacement Liens or the other Prepetition Secured Parties' Adequate Protection; (v) except to contest the occurrence or continuation of any Event of Default as permitted in paragraph 14, any action seeking, or having the effect of, preventing, hindering or otherwise delaying any or all of the DIP Secured Parties' and the Prepetition Secured Parties' assertion, enforcement or realization on the Cash Collateral or the DIP Collateral in accordance with the DIP Loan Documents, the Prepetition Loan Documents or this Interim Order; and/or (vi) any action seeking to modify any of the rights, remedies, priorities, privileges, protections and benefits granted to any or all of the DIP Secured Parties and the Prepetition Secured Parties hereunder or under the DIP Loan Documents or the Prepetition Loan Documents; provided, however, up to \$30,000 in the aggregate of the Carve-Out, any DIP Collateral, any Prepetition Collateral, any Cash Collateral or proceeds of the DIP Facility may be used by the Committee (to the extent such committee is appointed) to investigate (but not prosecute) the extent, validity and priority of the Prepetition Obligations, the Prepetition Liens or any other claims against the Prepetition Secured Parties so long as such investigation occurs within sixty (60) days after entry of the Final Order; provided, further that nothing herein shall limit the Committee's compensation with

respect to fees and expenses incurred by the Committee in connection with the entry of the Final Order.

16. **Proofs of Claim.** Upon entry of the Final Order, the Prepetition Secured Agent and Prepetition Secured Lenders will not be required to file proofs of claim in any of the Cases or Successor Cases for any claim allowed herein, and Prepetition Secured Parties shall not be required to file a verified statement pursuant to Bankruptcy Rule 2019. The Debtors' Stipulations in paragraph D herein shall be deemed to constitute a timely filed proof of claim for the Prepetition Secured Agent and the Prepetition Secured Lenders. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of the Cases or Successor Cases to the contrary, the Prepetition Secured Agent for the benefit of itself and the Prepetition Secured Lenders is hereby authorized and entitled, in its sole discretion, but not required, to file (and amend and/or supplement, as it sees fit) a proof of claim and/or aggregate proofs of claim in each of the Cases or Successor Cases for any claim allowed herein.

17. **Preservation of Rights Granted under the Interim Order.**

(a) **No Non-Consensual Modification or Extension of Interim Order.** Unless all DIP Obligations shall have been Paid in Full, the Debtors shall not seek, and it shall constitute an Event of Default (resulting, among other things, in the termination of the Debtors' right to use Cash Collateral), if there is entered (i) an order amending, supplementing, extending or otherwise modifying this Interim Order or (ii) an order converting or dismissing any of the Cases, in each case, without the prior written consent of the DIP Agent and the Majority DIP Lenders, and no such consent shall be implied by any other action, inaction or acquiescence.

(b) **Dismissal.** If any order dismissing any of the Cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered, such order shall provide (in accordance

with sections 105 and 349 of the Bankruptcy Code), to the fullest extent permitted by law, that (i) the DIP Protections and the Prepetition Secured Parties' Adequate Protection shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all DIP Obligations have been Paid in Full and all Prepetition Secured Parties' Adequate Protection have been paid in full in cash or otherwise satisfied in full (and that all DIP Protections and the Prepetition Secured Parties' Adequate Protection shall, notwithstanding such dismissal, remain binding on all parties in interest), and (ii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing such DIP Protections and the Prepetition Secured Parties' Adequate Protection.

(c) Modification of Interim Order. Based on the findings set forth in this Interim Order and in accordance with section 364(e) of the Bankruptcy Code, which is applicable to the DIP Facility contemplated by this Interim Order, in the event any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed by a subsequent order of this Court or any other court, the DIP Secured Parties shall be entitled to the protections provided in section 364(e) of the Bankruptcy Code, and no such reversal, modification, vacatur or stay shall affect (i) the validity, priority or enforceability of any DIP Protections and the Prepetition Secured Parties' Adequate Protection granted or incurred prior to the actual receipt of written notice by the DIP Agent or the Prepetition Secured Agent, as the case may be, of the effective date of such reversal, modification, vacatur or stay or (ii) the validity or enforceability of any Lien or priority authorized or created hereby or pursuant to the DIP Loan Documents with respect to any DIP Obligations and the Prepetition Secured Parties' Adequate Protection. Notwithstanding any such reversal, modification, vacatur or stay, any use of Cash Collateral or any DIP Obligations or Prepetition Secured Parties' Adequate Protection

incurred or granted by the Debtors prior to the actual receipt of written notice by the DIP Agent or Prepetition Secured Agent, as applicable, of the effective date of such reversal, modification, vacatur or stay shall be governed in all respects by the original provisions of this Interim Order, and the DIP Secured Parties and the Prepetition Secured Parties shall be entitled to all of the DIP Protections and Prepetition Secured Parties' Adequate Protection, as the case may be, and all other rights, remedies, Liens, priorities, privileges, protections and benefits granted in section 364(e) of the Bankruptcy Code, this Interim Order and pursuant to the DIP Loan Documents with respect to all uses of Cash Collateral and all DIP Obligations and Prepetition Secured Parties' Adequate Protection.

(d) Survival of Interim Order. The provisions of this Interim Order and the DIP Loan Documents, any actions taken pursuant hereto or thereto, and all of the DIP Protections, the Prepetition Secured Parties' Adequate Protection, and all other rights, remedies, Liens, priorities, privileges, protections and benefits granted to any or all of the DIP Secured Parties and the Prepetition Secured Parties shall survive, and shall not be modified, impaired or discharged by, the entry of any order confirming any plan of reorganization in any Case, converting any Case to a case under chapter 7, dismissing any of the Cases, withdrawing of the reference of any of the Cases or any Successor Case or providing for abstention from handling or retaining of jurisdiction of any of the Cases in this Court, or terminating the joint administration of these Cases or by any other act or omission. The terms and provisions of this Interim Order, including all of the DIP Protections, Prepetition Secured Parties' Adequate Protection and all other rights, remedies, Liens, priorities, privileges, protections and benefits granted to any or all of the DIP Secured Parties and the Prepetition Secured Parties, shall continue in full force and effect notwithstanding the entry of any such order, and such DIP Protections and Prepetition

Secured Parties' Adequate Protection shall continue in these proceedings and in any Successor Case, and shall maintain their respective priorities as provided by this Interim Order. Subject to the provisions of this Interim Order and the DIP Loan Documents that permit the treatment of the DIP Obligations under the DIP Facility pursuant to the Plan or any other Chapter 11 plan with respect to any of the Debtors, the DIP Obligations shall not be discharged by the entry of an order confirming the Plan or any other such Chapter 11 plan, the Debtors having waived such discharge pursuant to section 1141(d)(4) of the Bankruptcy Code.

18. **Other Rights and Obligations.**

(a) **Expenses.** As provided in the DIP Loan Documents, the applicable Debtors will pay all reasonable expenses incurred by the DIP Agent (including, without limitation, the reasonable fees and disbursements of all counsel for GEBFS and any internal or third-party appraisers, consultants and auditors advising any DIP Agent) in connection with the preparation, execution, delivery and administration of the DIP Loan Documents, this Interim Order, any Final Order and any other agreements, instruments, pleadings or other documents prepared or reviewed in connection with any of the foregoing, whether or not any or all of the transactions contemplated hereby or by the DIP Loan Documents are consummated. Payment of such fees shall not be subject to allowance by this Court. Professionals for the DIP Agent and the Prepetition Secured Agent (collectively, the "*Lender Professionals*") shall not be required to comply with the U.S. Trustee fee guidelines or submit invoices to the Court, U.S. Trustee, any Committee or any other party-in-interest absent further court order. Copies of invoices submitted to the Debtors by such Lender Professionals shall be forwarded by the Debtors to the U.S. Trustee, counsel for any Committee, and such other parties as the Court may direct. The invoices shall be sufficiently detailed to enable a determination as to the reasonableness of such

fees and expenses (without limiting the right of the various professionals to redact privileged, confidential, or sensitive information). If the Debtors, U.S. Trustee or counsel for any Committee object to the reasonableness of the fees and expenses of any of the Lender Professionals and cannot resolve such objection within ten (10) days of receipt of such invoices, the Debtors, U.S. Trustee or the Committee, as the case may be, shall file and serve on such Lender Professionals an objection with the Court (the "*Fee Objection*") limited to the issue of reasonableness of such fees and expenses. The Debtors shall timely pay in accordance with the terms and conditions of this Interim Order the undisputed fees, costs and expenses reflected on any invoice to which a Fee Objection has been timely filed.

(b) Binding Effect. Subject to paragraph 6 above, the provisions of this Interim Order, including all findings herein, and the DIP Loan Documents shall be binding upon all parties in interest in these Cases, including, without limitation, the DIP Secured Parties, the Prepetition Secured Parties, any Committee and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code or any other fiduciary or responsible person appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors), whether in any of the Cases, in any Successor Cases, or upon dismissal of any such Case or Successor Case; provided, however, that the DIP Secured Parties and the Prepetition Secured Parties shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 or chapter 11 trustee or other responsible person appointed for the estates of the Debtors in any Case or Successor Case.

(c) No Waiver. Neither the failure of the Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under this Interim Order, the Prepetition Loan Documents or otherwise (or any delay in seeking or exercising same), nor the failure of the DIP Secured Parties to seek relief or otherwise exercise their respective rights and remedies under this Interim Order, the DIP Loan Documents or otherwise (or any delay in seeking or exercising same), shall constitute a waiver of any of such parties' rights hereunder, thereunder, or otherwise. Except as expressly provided herein, nothing contained in this Interim Order (including, without limitation, the authorization of the use of any Cash Collateral) shall impair or modify any rights, claims or defenses available in law or equity to any Prepetition Secured Party or any DIP Secured Party, including, without limitation, rights of a party to a swap agreement, securities contract, commodity contract, forward contract or repurchase agreement with a Debtor to assert rights of setoff or other rights with respect thereto as permitted by law (or the right of a Debtor to contest such assertion). Except as prohibited by this Interim Order and the Lock-up Agreement, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair, the ability of the Prepetition Secured Parties or the DIP Secured Parties under the Bankruptcy Code or under non-bankruptcy law to (i) request conversion of the Cases to cases under Chapter 7, dismissal of the Cases, or the appointment of a trustee in the Cases, (ii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, any Chapter 11 plan or plans with respect to any of the Debtors, or (iii) exercise any of the rights, claims or privileges (whether legal, equitable or otherwise) of the DIP Secured Parties or the Prepetition Secured Parties, respectively. Except to the extent otherwise expressly provided in this Interim Order, neither the commencement of the Cases nor the entry of this Interim Order shall limit or otherwise modify the rights and remedies of the Prepetition

Secured Parties with respect to non-Debtor entities or their respective assets, whether such rights and remedies arise under the Prepetition Secured Credit Facility or the Prepetition Loan Documents, applicable law, or equity.

(d) No Third Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary. Subject to the entry of the Final Order, in determining to make any loan (whether under the DIP Credit Agreement or otherwise) or to permit the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Interim Order or the DIP Loan Documents, the DIP Secured Parties and the Prepetition Secured Parties shall not (i) be deemed to be in control of the operations of the Debtors, or (ii) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates.

(e) No Marshaling. Neither the DIP Secured Parties nor the Prepetition Secured Parties shall be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or the Prepetition Collateral, as applicable.

(f) Amendments. The Debtors are authorized and empowered, without further notice and hearing or approval of this Court, to amend, modify, supplement or waive any provision of the DIP Loan Documents in accordance with the provisions thereof, in each case unless such amendment, modification, supplement or waiver (i) increases the interest rate (other than as a result of the imposition of the default rate), (ii) increases the aggregate lending commitments of all of the DIP Lenders in respect of the DIP Facility, (iii) changes the Delayed Draw Term Loan Commitment Termination Date, or (iv) adds or amends (in any respect unfavorable to the Debtors) any Event of Default. No waiver, modification, or amendment of

any of the provisions hereof shall be effective unless set forth in writing, signed by on behalf of all the Debtors and the DIP Agent (after having obtained the approval of the requisite DIP Secured Parties as provided in the DIP Loan Documents) and, except as provided herein, approved by this Court.

(g) Inconsistency. In the event of any inconsistency between the terms and conditions of the DIP Loan Documents and of this Interim Order, the provisions of this Interim Order shall govern and control.

(h) Enforceability. This Interim Order shall constitute findings of fact and conclusions of law pursuant to the Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon execution hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9024 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry, and there shall be no stay of execution or effectiveness of this Interim Order.

(i) Headings. Paragraph headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

19. Final Hearing.

(a) The Final Hearing to consider entry of the Final Order and final approval of the DIP Facility is scheduled for February 22, 2010, at 9:00 a.m. (prevailing Eastern time) at the United States Bankruptcy Court for the District of Delaware. The proposed Final Order shall be substantially the same as the Interim Order except that those provisions in the Interim Order that are subject to the entry of the Final Order shall be included in the Final Order

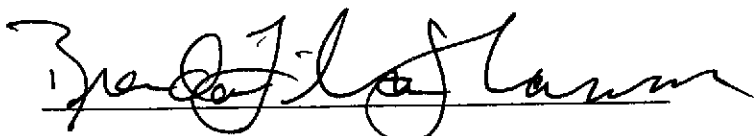
without such qualification. If no objections to the relief sought in the Final Hearing are filed and served in accordance with this Interim Order, no Final Hearing may be held, and a separate Final Order may be presented by the Debtors and entered by this Court.

(b) Final Hearing Notice. On or before January 26, 2010 the Debtors shall serve, by United States mail, first-class postage prepaid, (such service constituting adequate notice of the Final Hearing) (i) notice of the entry of this Interim Order and of the Final Hearing (the "**Final Hearing Notice**") and (ii) a copy of this Interim Order, on the parties having been given notice of the Interim Hearing and to any other party that has filed a request for notices with this Court and to any Committee after the same has been appointed, or Committee counsel, if the same shall have been appointed. The Final Hearing Notice shall state that any party in interest objecting to the entry of the proposed Final Order shall file written objections with the Clerk of the Bankruptcy Court no later than February 15, 2010, which objections shall be served so that the same are received on or before such date by: (a) counsel for the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Richard M. Cieri and Joshua A. Sussberg, richard.cieri@kirkland.com and joshua.sussberg@kirkland.com; (b) co-counsel for the Debtors, Klehr Harrison Harvey Branzburg LLP, 919 N. Market St., Suite 1000, Wilmington, Delaware 19801, Attn: Domenic E. Pacitti, dpacitti@klerh.com; (c) counsel for the DIP Secured Parties, Latham & Watkins LLP, 233 S. Wacker Drive, Suite 5800, Chicago, IL 60606, Attn: David S. Heller and Douglas Bacon, david.heller@lw.com and douglas.bacon@lw.com; (d) co-counsel for the DIP Secured Parties, Reed Smith LLP, 1201 Market St., Suite 1500, Wilmington, Delaware 19801, Attn: Kurt F. Gwynne, KGwynne@ReedSmith.com; (e) counsel for the ad-hoc group of the Prepetition Secured Lenders, Wachtell, Lipton, Rosen & Katz, Attn: Scott K. Charles and Michael S. Benn,

SKCharles@wlrk.com and MSBenn@wlrk.com; (f) counsel to any Committee; and (g) the Office of the United States Trustee for the District of Delaware, and such objections shall be filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, in each case to allow actual receipt of the foregoing no later than [●], 2010, at 4:00 p.m. (prevailing Eastern time).

20. **Retention of Jurisdiction.** The Bankruptcy Court has and will retain jurisdiction to enforce this Interim Order according to its terms.

Dated: January 21, 2010
Wilmington, Delaware

A handwritten signature in black ink, appearing to read "Brandon J. Lamm", is written over a horizontal line.

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

[Initial Approved Budget]

As of January 4, 2010													
Week #	1	2	3	4	5	6	7	8	9	10	11	12	13
Week Ending	15-Jan-10	22-Jan-10	29-Jan-10	5-Feb-10	12-Feb-10	19-Feb-10	26-Feb-10	5-Mar-10	12-Mar-10	19-Mar-10	26-Mar-10	2-Apr-10	9-Apr-10
Operating Receipts	\$ 7,826	\$ 7,854	\$ 7,517	\$ 7,446	\$ 7,446	\$ 7,446	\$ 7,449	\$ 7,867	\$ 7,956	\$ 8,044	\$ 7,752	\$ 7,883	\$ 8,208
Other Receipts	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts	\$ 7,826	\$ 7,854	\$ 7,517	\$ 7,446	\$ 7,446	\$ 7,446	\$ 7,449	\$ 7,867	\$ 7,956	\$ 8,044	\$ 7,752	\$ 7,883	\$ 8,208
Net Payroll	\$ (1,134)	\$ (4,027)	\$ (1,121)	\$ (2,488)	\$ (1,066.7)	\$ (2,482)	\$ (902)	\$ (2,493)	\$ (1,002)	\$ (2,574)	\$ (1,002)	\$ (2,552)	\$ (1,029)
Payroll Taxes	\$ (417)	\$ (1,147)	\$ (413)	\$ (1,004)	\$ (365)	\$ (995)	\$ (303)	\$ (914)	\$ (313)	\$ (954)	\$ (314)	\$ (927)	\$ (323)
Other Payroll	-	-	-	-	-	-	-	-	-	-	-	-	-
Leases	\$ (41)	\$ (28)	\$ (142)	\$ (1,293)	\$ (41)	\$ (29)	\$ (136)	\$ (1,323)	\$ (41)	\$ (28)	\$ (40)	\$ (1,253)	-
Insurance	\$ (37)	\$ (37)	\$ (37)	\$ (1,169)	\$ (97)	\$ (37)	\$ (151)	\$ (1,322)	\$ (37)	\$ (37)	\$ (734)	\$ (48)	\$ (586)
Other Operating Disbursements (purchases)	\$ (2,893)	\$ (1,738)	\$ (2,385)	\$ (10,085)	\$ (4,214)	\$ (5,408)	\$ (4,134)	\$ (5,129)	\$ (5,415)	\$ (8,945)	\$ (5,919)	\$ (6,216)	\$ (5,566)
Sales, Use and Other Taxes	\$ (685)	\$ (585)	\$ (585)	\$ (220)	\$ (220)	\$ (220)	\$ (220)	\$ (252)	\$ (252)	\$ (252)	\$ (252)	\$ (244)	\$ (231)
Total Disbursements	\$ (4,807)	\$ (7,551)	\$ (4,682)	\$ (18,238)	\$ (5,944)	\$ (9,171)	\$ (5,846)	\$ (11,434)	\$ (7,060)	\$ (10,750)	\$ (9,367)	\$ (11,237)	\$ (7,736)
Total Cash Flow from Operations	\$ 2,919	\$ 93	\$ 2,835	\$ (8,790)	\$ 1,505	\$ (1,722)	\$ 1,603	\$ (3,586)	\$ 906	\$ (2,746)	\$ (1,609)	\$ (3,355)	\$ 473
CAPEX	\$ (625)	\$ (625)	\$ (625)	\$ (500)	\$ (500)	\$ (500)	\$ (500)	\$ (326)	\$ (326)	\$ (326)	\$ (326)	\$ (332)	\$ (341)
Professional Fees	\$ (802)	\$ (1,130)	-	-	-	-	-	\$ (200)	\$ (2,175)	\$ (300)	\$ (275)	\$ (200)	\$ (2,175)
U.S. Trustee	-	-	-	-	-	-	-	-	-	-	-	-	-
Court Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Disbursements	\$ (1,427)	\$ (1,755)	\$ (625)	\$ (500)	\$ (500)	\$ (500)	\$ (500)	\$ (526)	\$ (2,501)	\$ (626)	\$ (601)	\$ (532)	\$ (2,516)
Total Cash Flow from Operations	\$ 1,492	\$ (1,570)	\$ 2,210	\$ (9,290)	\$ 1,005	\$ (2,222)	\$ 1,103	\$ (4,093)	\$ (1,595)	\$ (3,372)	\$ (2,210)	\$ (3,887)	\$ (2,043)
DIP Borrowings (Repayments)	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ 3,000	\$ -
Change in AR Facility	\$ (2,137)	\$ (1,938)	\$ (1,369)	\$ (967)	\$ 1	\$ 1	\$ 1	\$ 207	\$ 209	\$ 186	\$ 285	\$ 548	\$ 778
Change in Letters of Credit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,500)	\$ -	\$ -	\$ -
Interest Payments	\$ -	\$ (8,208)	\$ -	\$ (82)	\$ -	\$ -	\$ -	\$ (219)	\$ -	\$ -	\$ -	\$ (762)	\$ -
Other*	\$ -	\$ (1,800)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Financing Disbursements	\$ (2,137)	\$ (11,644)	\$ 13,631	\$ (1,049)	\$ 1	\$ 1	\$ 1	\$ 2,589	\$ 3,209	\$ 686	\$ 285	\$ 2,785	\$ 778
DIP Availability	\$ -	\$ 40,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 22,000	\$ 19,000	\$ 16,000	\$ 19,000	\$ 13,000	\$ 13,000
Beginning Cash Balance**	\$ 21,984	\$ 21,340	\$ 8,026	\$ 23,857	\$ 13,528	\$ 14,534	\$ 12,313	\$ 13,417	\$ 12,313	\$ 13,928	\$ 11,222	\$ 9,297	\$ 8,185
Cash Generated/(Used)	\$ (644)	\$ (13,314)	\$ 15,842	\$ (10,339)	\$ 1,009	\$ (2,221)	\$ 1,104	\$ (1,103)	\$ 1,515	\$ (2,706)	\$ (1,925)	\$ (1,102)	\$ (1,356)
Ending Cash Balance --	\$ 21,340	\$ 8,026	\$ 23,857	\$ 13,528	\$ 14,534	\$ 12,313	\$ 13,417	\$ 12,313	\$ 13,928	\$ 11,222	\$ 9,297	\$ 8,185	\$ 6,830
Ending Liquidity	\$ 21,340	\$ 48,026	\$ 48,867	\$ 38,528	\$ 39,594	\$ 37,313	\$ 38,417	\$ 34,313	\$ 32,928	\$ 27,222	\$ 25,297	\$ 21,195	\$ 19,830

Assumed: Swap Payments of \$2.2MM (due 10/19), \$2.4 (due 1/18) are deferred until Exit

* Other - week 2 assumes payment of \$1.2MM DIP Facility Fee, \$0.1 Arrangement Fee, and \$0.5MM AR Securitization Fee.

*** These projections are forward looking and subject to change on a weekly basis.