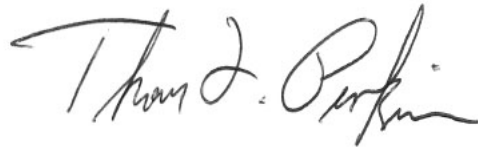


IT IS SO ORDERED.

SIGNED THIS: October 27, 2014



Thomas L. Perkins
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION**

In re:) Chapter 11
)
COUNTRY STONE HOLDINGS, INC., *et*) Case No. 14-81854
*al.*¹) (Request for Joint Administration
) Pending)
Debtors.)
) Hon. Thomas L. Perkins

INTERIM ORDER AUTHORIZING DEBTORS TO (1) OBTAIN POST-PETITION FINANCING PURSUANT TO SECTION 364 OF THE BANKRUPTCY CODE, (2) PROVIDE ADEQUATE PROTECTION, (3) GRANT LIENS, SECURITY INTERESTS AND SUPERPRIORITY CLAIMS TO THE POST-PETITION LENDER, (4) USE OF CASH COLLATERAL; (5) ENTER INTO DEBTOR-IN-POSSESSION LOAN AND SECURITY AGREEMENT, AND (6) GRANTING RELATED RELIEF

¹ The Debtors and the last four digits of the Debtors' United States Tax Identification Number following in parentheses are: Country Stone Holdings, Inc. (7470), Country Stone & Soil, Inc. (0842), Country Stone and Soil of Minnesota, Inc. (8538), Country Stone and Soil of Wisconsin, Inc. (4446), Country Stone, Inc. (8953), Fort Wayne Landscape Supply, Inc. (9116), Green Thumb of Indiana, LLC (8377), Infinity Fertilizers, Inc. (8035), Infinity Lawn and Garden, Inc. (5005), Infinity Seed, Inc. (6096), Millburn Peat Company, Inc. (7370), Quad City Express, Inc. (2687), R & D Concrete of Indiana, Inc. (5210), R & D Concrete of Wisconsin, Inc. (2237), R & D Concrete Products, Inc. (7199), Rock Island Contractors, Inc. (0041) and Wilhelm Sand & Gravel, Inc. (5212).

Upon the motion (the “Motion”) of Country Stone Holdings, Inc. (“Country Stone Holdings”); Rock Island Contractors, Inc. (“Rock Island”); Country Stone and Soil, Inc. (“Country Stone and Soil”); Country Stone and Soil of Minnesota, Inc. (“Country Stone of Minnesota”); Country Stone and Soil of Wisconsin, Inc. (“Country Stone of Wisconsin”); Country Stone, Inc. (“Country Stone”); Fort Wayne Landscape Supply, Inc. (“Fort Wayne Landscape”); Infinity Fertilizers, Inc. (“Infinity Fertilizers”); Quad Cities Express, Inc. (“Quad Cities Express”); R & D Concrete Products of Indiana, Inc. (“R&D Products Indiana”); R & D Concrete of Wisconsin, Inc. (“R&D Wisconsin”); R & D Concrete Products, Inc. (“R&D Concrete”); Wilhelm Sand & Gravel, Inc. (“Wilhelm”); Green Thumb of Indiana, L.L.C. (“Green Thumb”); Millburn Peat Company, Inc. (“Millburn”); Infinity Lawn and Garden, Inc. (“Infinity Lawn”); and Infinity Seed, Inc. (“Infinity Seed,” and, together with Country Stone and Soil, Country Stone of Minnesota, Country Stone of Wisconsin, Country Stone, Country Stone Holdings, Fort Wayne Landscape, Infinity Fertilizers, Quad Cities Express, R&D Products of Indiana, R&D Wisconsin, R&D Concrete, Wilhelm, Green Thumb, Millburn and Infinity Lawn, the “Debtors”, as debtors and debtors in possession) for the entry of an interim order (this “Interim Order”) and a final order (the “Final DIP Financing Order”) pursuant to sections 105, 361, 363 and 364 of Title 11 of the United States Code (the “Bankruptcy Code”) and Federal Rule of Bankruptcy Procedure 4001 authorizing them to (i) obtain post-petition financing pursuant to section 364 of the Bankruptcy Code from First Midwest Bank (“First Midwest” or the “Post-Petition Lender”), subject to the terms and conditions set forth herein, (ii) provide adequate protection, (iii) grant security interests, mortgages and other liens and superpriority claims to the Post-Petition Lender including, without limitation, a senior lien pursuant to section 364(d)(1) of the Bankruptcy Code, and claims, liens and security interests pursuant to sections

364(c)(1), (2) and (3) of the Bankruptcy Code, all as more fully set forth herein, (iv) use, pursuant to section 361 and 363 of the Bankruptcy Code, Cash Collateral (as defined herein) and (v) enter into a Debtor-In-Possession Loan and Security Agreement with the Post-Petition Lender; and the Court having reviewed the Motion and all matters brought to the Court's attention at the preliminary hearing on the Motion, which was held on October 27, 2014, in accordance with Bankruptcy Rule 4001 (the "Interim Hearing"), there having been due and sufficient notice under the circumstances of the Motion and the relief requested therein and at the Interim Hearing, after due deliberation and consideration of all the pleadings filed with the Court, the record presented at the Interim Hearing and prior hearings in the Debtor's chapter 11 cases (the "Cases"), and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, and its creditors, the Court makes the following findings of fact and conclusions of law (to the extent any findings of fact constitute conclusions of law, they are adopted as such, and *vice versa*).

THE DEBTORS AND THE PRE-PETITION LENDER STIPULATE AND AGREE TO THE MATTERS SET FORTH BELOW IN PARAGRAPHS C, D, E, F, G-K, L, M, N AND Q, AND THE COURT FINDS AS FOLLOWS WITH RESPECT TO THE MATTERS SET FORTH IN THE PARAGRAPHS A, B, L, O AND P:

A. On October 23, 2014, (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, thereby commencing these Cases. The Debtors are now operating their business and managing their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No official committee has yet been appointed in the Cases.

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of the Cases and the Motion in this district is proper pursuant to 28 U.S.C. § 1408.

C. The Debtors have facilities in Illinois, Iowa, Indiana, Minnesota, Wisconsin, Missouri, and California, and are in the business of manufacturing, processing, and packaging lawn and garden products such as mulch, soil, fertilizer, plant food, organics, concrete and decorative stone for sale both to “big box” retailers, such as Lowes and Menards, as well as to smaller, independent garden supply stores.

D. Pursuant to that certain First Amended and Restated Loan Agreement dated as of August 23, 2013, as amended, modified or supplemented (the “Pre-Petition Loan Agreement”), by and between the Debtors as borrowers (collectively, the “Borrowers”) and First Midwest, as pre-petition lender (the “Pre-Petition Lender”), the Pre-Petition Lender made certain loans and financial accommodations (collectively, the “Pre-Petition Loans”) to the Debtors to, *inter alia*, fund the Debtors’ business operations.

E. The Pre-Petition Loans are evidenced by (1) that certain working capital line of credit note dated January 9, 2014 executed by the Debtors and made payable to the order of First Midwest in the original principal amount of \$41,000,000 (the “WCLOC Note”), (2) that certain term promissory note dated August 23, 2013 executed by the Borrowers and made payable to the order of First Midwest in the original principal amount of \$10,953,480 (the “Term Loan Note”), (3) that certain real estate term loan promissory note dated August 23, 2013 executed by Borrowers and made payable to the order of First Midwest in the original principal amount of \$2,550,000 (the “Real Estate Note”), and (4) that certain declining line of credit promissory note dated November 16, 2013 executed by Borrowers and made payable to the order of First

Midwest in the original principal amount of \$2,000,000 (the “Declining LOC Note,” and collectively with the WCLOC Note, the Term Loan Note, and the Real Estate Note, the “Pre-Petition Notes”).

F. Ronald D. Bjustrom (“Bjustrom”) and Country Stone & Soil of Indiana, Inc. (“Country Stone Indiana”, and, collectively with Bjustrom, the “Guarantors”) unconditionally guaranteed repayment of the indebtedness of the Borrowers to First Midwest under the Pre-Petition Notes pursuant to (1) that certain commercial guaranty dated March 21, 2011 made by Bjustrom in favor of the Pre-Petition Lender, (2) that certain commercial Guaranty dated December 1, 2011 made by Bjustrom in favor of the Pre-Petition Lender, (3) that certain commercial guaranty dated March 21, 2011 made by Country Stone Indiana in favor of the Pre-Petition Lender, and (4) that certain commercial guaranty dated December 1, 2011 made by Country Stone Indiana in favor of Pre-Petition Lender (the foregoing commercial guaranties, as amended, restated or replaced from time to time are hereinafter sometimes referred to individually as a “Guaranty,” and collectively as the “Guaranties.”)

G. As of the Petition Date, pursuant to the Pre-Petition Loan Agreement, the Debtors owed the Pre-Petition Lender the approximate amount of \$30,010,047.30 under the WCLOC Note, \$5,215,933.59, under the Term Loan Note, \$1,966,770.43 under the Real Estate Note, and \$985,198.78 under the Declining LOC Note, in each case exclusive of interest, fees, attorneys' fees, costs, expenses and other charges provided for in the Pre-Petition Loan Agreement and in the Pre-Petition Notes. For purposes of this Interim Order, the term “Pre-Petition Indebtedness” shall include the aggregate unpaid principal amount of the Pre-Petition Notes, together with all accrued interest, fees, expenses and other charges owing under the Pre-Petition Notes on the Petition Date, including, without limitation, all reasonable attorneys', accountants', and financial

advisors' fees that are chargeable or reimbursable under each of the Pre-Petition Notes and the Pre-Petition Credit Agreements, as defined below.

H. The Pre-Petition Indebtedness is secured by, among other things, (i) that certain Amended and Restated Security Agreement dated as of August 23, 2013 by and among the Borrowers and the Pre-Petition Lender (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"), (ii) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of November 30, 2011 (as amended, restated or replaced from time to time, the "November 2011 Mortgage") made by R & D Products Indiana, Inc. in favor of the Pre-Petition Lender, that encumbers certain real estate located at 2397 County Road 27, Waterloo, Indiana (the "Waterloo Real Property") and that was recorded in the Office of the Recorder of Deeds of DeKalb County, Indiana (the "Recorder's Office") on November 13, 2011 as Document No. 201106245, and (iii) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of March 21, 2011 (as amended, restated or replaced from time to time, the "March 2011 Mortgage" and together with the November 2011 Mortgage, the "Mortgages") made by in favor of the Pre-Petition Lender, that also encumbers the Waterloo Real Property and that was recorded in the Recorder's Office on March 28, 2011 as Document No. 201101642 (the Pre-Petition Loan Agreement, Pre-Petition Notes, the Security Agreement, the Mortgages, the Guaranties and all other documents evidencing, securing and guaranteeing the Pre-Petition Loans or which otherwise have been delivered to the Pre-Petition Lender in connection with the Pre-Petition Loans, in their original form and as amended, modified, restated or supplemented from time to time, are sometimes collectively referred to herein as the "Pre-Petition Credit Agreements"); the collateral for the Pre-Petition Credit Agreement, and all proceeds thereof, is hereinafter referred

to collectively as the “Pre-Petition Collateral”; and the liens granted to the Pre-Petition Lender on the Pre-Petition Collateral pursuant to the Pre-Petition Credit Agreements are hereinafter referred to collectively as the “Pre-Petition Liens.” The Pre-Petition Liens were perfected by filings with the appropriate state and local filing offices.

I. The Debtors stipulate and agree that the Pre-Petition Liens constitute valid, binding, enforceable, and perfected first priority liens that are not subject to avoidance or subordination pursuant to either the Bankruptcy Code or applicable non-bankruptcy law, provided, however, that the Pre-Petition Liens are junior to those liens (“Permitted Liens”) either (i) identified on Exhibit C hereto that the Pre-Petition Lender acknowledges were senior to its Pre-Petition Liens on the Petition Date or (ii) are determined by an order that is no longer subject to any form of appellate review to be senior to its Pre-Petition Liens on the Petition Date. The Debtors further stipulate and agree that (1) the Pre-Petition Credit Agreements constitute legal, valid and binding obligations of the Debtors, enforceable in accordance with their terms (other than in respect of the stay of enforcement arising from Bankruptcy Code section 362); (2) no offsets, defenses, or counterclaims to the Pre-Petition Indebtedness exist; and (3) that no portion of the Pre-Petition Indebtedness is subject to avoidance or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law. This stipulation is subject to paragraph 17 below.

J. An immediate and critical need exists for the Debtors to obtain funds in order to finance the continued operation of their businesses. Without such funds, the Debtors will not be able to pay their payroll and other direct operating expenses. Nor will the Debtors be able to obtain the goods and services they need to carry on their businesses in a manner that will avoid irreparable harm to the Debtors’ estates, the Pre-Petition Collateral, creditors, customers and

employees. At this time, the Debtors' ability to finance their operations and the availability of sufficient working capital and liquidity through the incurring of new indebtedness for borrowed money and other financial accommodations are vital to establishing and maintaining the confidence of the Debtors' vendors, service providers, and customers and to the preserving and maintaining the going concern value of the Debtors' estates. The Debtors are unable to obtain the required funds in the form of (1) unsecured credit or unsecured debt allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense pursuant to section 364(a) or (b) of the Bankruptcy Code, (2) unsecured debt having the priority afforded by section 364(c)(1) of the Bankruptcy Code or (3) secured debt described in section 364(c)(2) or (3) of the Bankruptcy Code except as set forth herein.

K. The Pre-Petition Lender asserts, and the Debtors stipulate and agree, that substantially all of the Debtors' assets are subject to the Pre-Petition Liens. The Pre-Petition Lender has objected to any further use of the Pre-Petition Collateral by the Debtors, except under the terms of this Interim Order.

L. The Pre-Petition Lender has consented and agreed to the Debtors' entering into the financing arrangements contemplated by this Interim Order, and the Post-Petition Lender is willing to provide the additional financing contemplated herein, all subject to (1) the conditions set forth herein, (2) in the post-petition financing agreement (the "Post-Petition Financing Agreement"), a copy of which is attached hereto as Exhibit A, and (3) in the provisions of this Interim Order assuring the Post-Petition Lender that the Post-Petition Liens and the various liens, claims, superpriority claims and other protections granted pursuant to this Interim Order will not be affected by any subsequent reversal or modification of this Interim Order or any other order,

as provided in section 364(e) of the Bankruptcy Code. The reliance of the Post-Petition Lender and the Pre-Petition Lender on the assurances referred to above is in good faith.

M. Pursuant to the Bankruptcy Code and in light of the foregoing, the Debtors are required to provide adequate protection to the Pre-Petition Lender against any diminution in value of the Pre-Petition Collateral from and after the Petition Date. The treatment requested by the Debtors for the Pre-Petition Lender and provided by this Interim Order will minimize disputes and litigation over collateral values, priming, use of cash collateral, and the need to segregate the Pre-Petition Collateral and the proceeds thereof from the Post-Petition Collateral (as hereinafter defined) and the proceeds thereof.

N. Notice of the Interim Hearing and this Interim Order has been provided (electronically, by hand, facsimile, overnight mail, or courier) to counsel to the Pre-Petition Lender, all parties of which the Debtors are aware that assert liens or other interests in and to the Debtors' assets, the United States Trustee, and the 20 largest unsecured creditors of the Debtors, on a consolidated basis, for which the Debtors have contact information. In view of the urgency of the relief requested, such notice constitutes sufficient notice under Bankruptcy Rule 4001 and no other notice need be given.

O. Good cause has been shown for the entry of this Interim Order. Among other things, entry of this Interim Order will minimize disruption of the Debtors' business and operations and permit them to meet payroll and other operating expenses, obtain needed supplies, retain customer and supplier confidence by demonstrating an ability to maintain normal operations, and protect the value of the assets of the estates. The financing arrangement authorized hereunder is vital to avoid immediate and irreparable harm to the Debtors' estates. Consummation of such financing therefore is in the best interests of the Debtors' estates.

P. The financing and adequate protection arrangements authorized hereunder have been negotiated in good faith and at arm's length among the Debtors, the Post-Petition Lender, and the Pre-Petition Lender. The terms of such financing and adequate protection arrangements are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and are supported by reasonably equivalent value and fair consideration. As such, the Debtors, the Pre-Petition Lender, and the Post-Petition Lender are entitled to the protections provided by section 364(e) of the Bankruptcy Code.

Q. The Debtors hereby voluntarily and knowingly release and forever discharge the Pre-Petition Lender and its predecessors, participants, agents, employees, counsel, successors and assigns (collectively, the "Released Parties") from all possible claims, demands, actions, causes of action, damages, costs, expenses and liabilities whatsoever (the "Claims"), whether known or unknown, anticipated or unanticipated, suspected or unsuspected, fixed, contingent or conditional, or at law or in equity, in any case originating in whole or in part on or before the date hereof that the Debtors, or any of them, may now or hereafter have against the Released Parties, if any, irrespective of whether any such Claims arise out of contract, tort, violation of law or regulations, or otherwise. The provisions of this paragraph shall survive the termination of this Interim Order and any Final Order. This release does not bind any committee of unsecured creditors.

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. (a) The Debtors are hereby authorized to (i) borrow money (the "Post-Petition Indebtedness" or "Post-Petition Loans") pursuant to the terms of this Interim Order and the provisions of the Post-Petition Financing Agreement attached hereto as Exhibit A, (ii) execute the Post-Petition Financing Agreement, and (iii) perform their obligations under both this Interim

Order and the Post-Petition Financing Agreement (including, without limitation, payment of the fees, expenses and other amounts due to the Post-Petition Lender and its professional advisors and counsel as the same become due) solely in accordance with, and subject to, the terms of this Interim Order and the Post-Petition Financing Agreement, in compliance with and for the purposes of funding those expenses set forth in the budget attached hereto as Exhibit B (as may be supplemented from time to time, the “Budget”).

(b) The Debtors shall pay the invoices of the Post-Petition Lender’s attorneys and other professionals within ten (10) days of receipt. Payment of such fees and expenses will not be subject to allowance by this Court (but the Court shall resolve any disputes as to the reasonableness of any such fees and expenses (under state law standards) and no recipient of any such payment will be required to file any interim or final fee application with respect thereto; provided, however, that the Post-Petition Lender shall submit copies of the invoices (with appropriate redactions of time entries referring or relating to privileged communications) for such fees and expenses to the Debtors, the U.S. Trustee, and counsel to the Creditors’ Committee (as defined herein), and such parties shall have ten (10) calendar days following their receipt of such invoices to object to the reasonableness of the fees and expenses included in any such invoice. Objections to the reasonableness of the fees and expenses of the Post-Petition Lender’s professionals must describe in writing and with particularity the items of fees and expenses that are the subject of the objection, and must provide a specific basis for each such objection. If any such objection is not resolved within seven (7) calendar days after such objection is received, the Court shall conduct a hearing on the next scheduled hearing date in the Cases. Notwithstanding the foregoing, the Debtors shall pay any undisputed portion of such fees, costs and expenses not later than ten (10) business days after delivery of such invoice.

(c) The Debtors are authorized to borrow funds pursuant to this Interim Order in the amounts set forth in the Budget (after taking the "Variance" (hereinafter defined) into account). The determination of compliance with the Budget shall be made on a week-ending basis for each week until the occurrence of a Termination Event (hereinafter defined). Notwithstanding the foregoing, the Debtors shall be deemed to be in compliance with the Budget so long as (x) the Debtors' actual receipts and sales are not less than 85% of the projected receipts and sales from the Budget as calculated on a cumulative basis, (y) the Debtors' total disbursements do not exceed the total budgeted disbursements from the Budget by more than 10% as calculated on a cumulative basis, and (z) the Out-of-Formula Component of the Borrowing Base Amount (as those terms are defined in the Post-Petition Financing Agreement) does not exceed 10% of the corresponding amount set forth in the Budget for the applicable time period (collectively, the "Variance").

(d) The Debtors shall provide the Post-Petition Lender, so as actually to be received within four (4) business days following the end of each week, weekly line-by-line variance reports for (i) the immediately preceding weekly period and (ii) on a cumulative basis from the Petition Date, comparing actual cash receipts and disbursements to amounts projected in a Budget. Payment by the Debtors of expenses of a nature or in amount (subject to the Variance) other than the itemized amounts set forth in a Budget shall constitute a Termination Event. The Debtors are authorized to enter into such non-material modifications and amendments to the Budget without further Court order as may be agreed upon in writing by the Debtors and the Post-Petition Lender and shall provide written notice of any such modifications and amendments to counsel to the Committee (as defined herein), if any.

(e) The Post-Petition Loan shall bear interest on the outstanding principal amount thereof from time to time at a rate equal to the “Prime Rate” announced from time-to-time by the Post-Petition Lender, plus two percent (2.0%). Notwithstanding any other provision of this Interim Order, the Post-Petition Lender shall have no obligation or commitment to make Post-Petition Loans pursuant to this Interim Order until the conditions precedent provided for herein have been satisfied.

(f) The Debtors authorized pursuant to section 345 of the Bankruptcy Code to open “Debtor-in-Possession” accounts at First Midwest Bank and 1st Source Bank.

2. From and after the date hereof (the “Effective Date”) until: (a) the indefeasible payment in full in cash of the Post-Petition Loans and the Pre-Petition Indebtedness; and (b) the termination of any commitments or obligations under this Interim Order, the Debtors are hereby authorized and directed to remit, and shall remit to the Post-Petition Lender immediately upon the Debtors’ receipt thereof, all “cash collateral” (as defined in Bankruptcy Code section 363(a)) in its possession or control arising from, or constituting proceeds of, the Pre-Petition Collateral or the Post-Petition Collateral, including all funds held by the Debtors on the Petition Date (collectively, the “Cash Collateral”), unless the Court enters any order providing otherwise. Cash Collateral remitted (or deemed remitted) to the Post-Petition Lender shall be applied as and to the extent specified in paragraph 3 hereof, subject to potential disgorgement as contemplated by the Investigation Period provisions in paragraph 17 hereof. For purposes of this Interim Order, “proceeds” of any collateral shall mean proceeds (as defined in the Uniform Commercial Code) of such collateral as well as: (x) any and all proceeds of any insurance, indemnity, warranty, or guaranty payable to the Debtors from time to time with respect to such collateral; (y) any and all payments (in any form whatsoever) made or due and payable to the Debtors in

connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of such collateral by any governmental body, authority, bureau or agency (or any person under color of governmental authority); and (z) other payments, dividends, interest or other distributions on or in respect of any of such collateral.

3. Proceeds or payments of Pre-Petition Collateral, Cash Collateral, and Post-Petition Collateral shall be remitted or deemed remitted to the Post-Petition Lender in accordance with Paragraph 2 hereof and shall be applied by the Post-Petition Lender as follows (subject to potential disgorgement as contemplated by the Investigation Period provisions of paragraph 17 hereof or to re-allocation of payments of pre-petition interest fees, costs and expenses with respect to the WCLOC Note to the principal amount of the WCLOC Note if, on the Petition Date, Pre-Petition Indebtedness exceeds the value of the Pre-Petition Collateral):

first, to the payment of Pre-Petition Indebtedness consisting of accrued interest, fees, costs and expenses;

next, to any portion of the Pre-Petition Indebtedness consisting of principal;

next, to the payment of all accrued interest, fees, costs and expenses on the Post-Petition Loans;

next, to the payment of any principal outstanding on the Post-Petition Loans; and

last, to any other outstanding amounts of Post-Petition Loans.

4. Any and all payments or proceeds remitted, or deemed to be remitted, to the Post-Petition Lender pursuant to the provisions of paragraph 2 of this Interim Order (or any similar provisions of the Pre-Petition Credit Agreements and the Post-Petition Financing Agreement) shall be received, or deemed received, by the Post-Petition Lender free and clear of any claim, charge, assessment or other liability including, without limitation, any such claim or charge

arising out of or based on sections 506(c), 546(h), or 552(b) of the Bankruptcy Code, whether directly or indirectly, all of which are hereby waived by the Debtors.

5. As security for all loans, advances and any other indebtedness or obligations, contingent or absolute, which may now or from time to time hereafter be owing by the Debtors to the Post-Petition Lender (all such loans, advances, indebtedness or obligations are the “Post-Petition Loans” or the “Post-Petition Indebtedness”), the Post-Petition Lender is hereby granted valid, binding, enforceable and perfected senior security interests and liens (the “Post-Petition Liens”) in and on any and all current (whether pre-petition or post-petition) and future property, assets, and other interests in property and assets of the Debtors, whether such property is now existing or hereafter acquired, and all other “property of the estate” (within the meaning of the Bankruptcy Code) of the Debtors, of any kind, type, or nature whatsoever, whether real or personal, tangible, intangible, or mixed, and wherever located, whether existing prior to or arising after the Petition Date, including, without limitation, Cash Collateral, any other cash, accounts, accounts receivable, goods, instruments, investment property (including, without limitation, ownership interests in corporations, partnerships, and limited liability companies), inventory, vehicles, customer lists, patents, trade secrets, trademarks, copyrights, brands, know-how, and other intellectual property, minerals, mineral rights, plant and equipment, tax assets, real property and/or leasehold rights, personal property, commercial tort claims, any causes of action under the Bankruptcy Code or applicable non-bankruptcy law (but excluding causes of action and recoveries pursuant to chapter 5 of the Bankruptcy Code), and all other tangible and intangible property, and proceeds (including, without limitation, proceeds of credit card receipts), products, offspring, rents, and profits of any of the foregoing (the “Post-Petition Collateral”). Subject to the Carve-Out (as defined herein) and to the Other Valid Liens, the Post-

Petition liens constitute first priority senior security interests and liens on all Post-Petition Collateral.

6. As adequate protection, and to the same extent, priority, and enforceability as the Pre-Petition Lender's Liens, the Pre-Petition Lender is hereby granted valid, binding, enforceable and perfected liens (the "Adequate Protection Liens") in all Post-Petition Collateral to secure an amount of Pre-Petition Indebtedness (the "Adequate Protection Obligations") equal to the sum of the aggregate amount of diminution in value of their respective interests in the Pre-Petition Collateral, whether by depreciation, use, sale, loss decline in market price, or otherwise. The Adequate Protection Liens are subject only to: (i) the Post-Petition Liens, (ii) the Carve-Out, and (iii) the Other Valid Liens.

7. Except as expressly set forth in this Interim Order, the liens and security interests granted in this Interim Order shall not be: (a) subject to any lien which is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code; or (b) subordinated to or made *pari passu* with any other lien under section 364(d) of the Bankruptcy Code or otherwise.

8. As used in this Interim Order, "Carve-Out" means: (a) the fees of the clerk of the Bankruptcy Court and of the United States Trustee pursuant to 28 U.S.C. § 1930(a) and (b); (b) the aggregate allowed unpaid fees and expenses payable under sections 330 and 331 of the Bankruptcy Code to professional persons retained pursuant to Court order by the Debtors and incurred prior to the occurrence of a Termination Event in the amounts set forth in the Budget; (c) up to \$100,000 of allowed unpaid fees and expenses payable under sections 330 and 331 of the Bankruptcy Code to Debtors' counsel and incurred after the occurrence of a Termination Event; and (d) the aggregate allowed unpaid fees and expenses payable under sections 330 and

331 of the Bankruptcy Code to professional persons retained pursuant to Court order by the statutory committee of unsecured creditors appointed in the Chapter 11 Case (the "Committee") in an amount and on terms to be negotiated between the Committee and the Post-Petition Lender following the formation of the Committee; provided that the Carve-Out shall not include the fees and expenses, if any, of any such professional persons incurred, directly or indirectly, in respect of, arising from or relating to the initiation or prosecution of: (i) any action contesting the validity, priority, perfection, amount or extent of the claims or liens asserted by the Pre-Petition Lender; (ii) any action asserting preference, fraudulent conveyance, or other avoidance claims against the Pre-Petition Lender; (iii) any action to object to, disallow, subordinate or re-characterize any claim of the Pre-Petition Lender or Post-Petition Lender or (iv) any other cause of action of the Debtors or their estates against the Pre-Petition Lender or the Post-Petition Lender. So long as no Default or Event of Default shall have occurred and be continuing hereunder, the Debtors shall be permitted to pay compensation and reimbursement of expenses provided for in any Budget and allowed and payable under sections 330 and 331 of the Bankruptcy Code, as the same may be due and payable; provided, however, that nothing contained in this sentence shall be deemed to impair the payment of unpaid amounts due in accordance with subparagraphs (a) and (b) of the preceding sentence.

9. In addition to the liens granted to the Post-Petition Lender under section 364(d) of the Bankruptcy Code, (a) the Post-Petition Loans shall have priority in accordance with the provisions of section 364(c)(1) of the Bankruptcy Code over all administrative expenses of the kind specified in sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726 or 1114(e)(2) of the Bankruptcy Code ("Superpriority"), subject only to the Carve-Out and (b) the Adequate Protection Obligations shall have Superpriority, subject only to the Carve-Out, and the

aforementioned priorities of the Post-Petition Loans. Except for the Carve-Out, no costs or administrative expenses that have been or may be incurred in the Cases, in any conversion of the Cases pursuant to section 1112 of the Bankruptcy Code, or in any other proceeding related thereto, and no priority claims, including, without limitation, any other Superpriority claims, are or will be prior to or on a parity with the claims of the Post-Petition Lender against the Debtors arising out of (a) the Post-Petition Financing Agreement, (b) the Post-Petition Loans, (c) any provision of this Interim Order, or (d) with the liens and security interests granted herein on, in and to the Post-Petition Collateral.

10. The Post-Petition Loans shall become due and payable, without notice or demand, on the Termination Date, as provided herein and in the Post-Petition Financing Agreement, unless the Post-Petition Lender issues a Non-Termination Notice (as hereinafter defined). From and after the Termination Date, the Debtors shall have no authority to use Pre-Petition Collateral (including Cash Collateral) of the Pre-Petition Lender or Post-Petition Collateral of the Post-Petition Lender and the Post-Petition Lender may immediately cease making advances under the Post-Petition Financing Agreement and under this Interim Order.

11. From and after the Effective Date, the proceeds of the Post-Petition Loans, the Pre-Petition Collateral, and the Post-Petition Collateral shall not, directly or indirectly, be used to pay expenses of the Debtors or otherwise disbursed except for: (a) those expenses, payments, and/or disbursements that are expressly set forth in the Budget or otherwise permitted under this Interim Order; (b) compensation and reimbursement of expenses allowed by this Court to attorneys, accountants, investment bankers, financial advisors or other professional persons retained by the Debtors and the Committee as provided for in this Interim Order; and (c) amounts due to the Pre-Petition Lender and the Post-Petition Lender, their attorneys and or other

professionals hereunder or under the Pre-Petition Loan Agreement,; provided that the foregoing shall not be construed as consent to the allowance of any of the amounts referred to in the preceding clause (b) and shall not affect the right of the Pre-Petition Lender or the Post-Petition Lender to object to the allowance and payment of such amounts. No consent by the Post-Petition Lender or the Pre-Petition Lender to any administrative claims, including fees and expenses of professionals, sought to be assessed against or attributed to the Pre-Petition Lender or the Post-Petition Lender or their respective interests in the Pre-Petition Collateral or the Post-Petition Collateral pursuant to the provisions of section 506(c) of the Bankruptcy Code or otherwise by, through or on behalf of the Debtor, shall be implied from any action, inaction or acquiescence by the Pre-Petition Lender or the Post-Petition Lender or otherwise. Except as set forth in the first sentence of this Paragraph 11, neither the Pre-Petition Lender nor the Post-Petition Lender have consented or agreed to the use of the proceeds of the Post-Petition Loans, Pre-Petition Collateral or the Post-Petition Collateral.

12. In consideration of and as conditions precedent for the agreement of the Post-Petition Lender to make and continue to make Post-Petition Loans hereunder, the Debtors hereby covenant and agree, unless otherwise agreed to by the Post-Petition Lender, to close a sale of substantially all of the Debtors' assets on terms and conditions acceptable to the Pre-Petition Lender and the Post-Petition Lender in the exercise of their reasonable discretion or before January 15, 2015. Failure to close the foregoing sale by January 15, 2015 shall be a Termination Event (hereafter defined). In addition to the Carve-Out, and notwithstanding anything to the contrary in this Interim Order or the Post-Petition Financing Agreement, upon the consummation of a sale of all or substantially all of the Debtors' assets on terms and conditions acceptable to the Pre-Petition Lender, the Pre-Petition Lender and Post-Petition Lender shall, for the benefit of the

Debtors' estates, carve-out from its Pre-Petition Liens, Post-Petition Liens, and Superpriority claim an amount equal to \$250,000, plus 5% of any purchase price that exceeds that of the asset purchase agreement accompanying the sale motion filed by the Debtors on the Petition Date that would otherwise be paid to the Pre-Petition Lender and/or the Post-Petition Lender on account of their Pre-Petition Indebtedness and Post-Petition Indebtedness, respectively.

13. The automatic stay extant under Bankruptcy Code section 362(a) shall be, and it hereby is, modified to the extent necessary to permit the Pre-Petition Lender and the Post-Petition Lender to retrieve, collect, and apply payments and proceeds in respect of the Pre-Petition Collateral and the Post-Petition Collateral in the ordinary course of administration of the Post-Petition Financing, and to take acts authorized by the terms and provisions of this Interim Order.

14. The term "Termination Event" shall mean the first to occur of:

(a) the dismissal, suspension or conversion of any one or more of the Cases to a case under Chapter 7 of the Bankruptcy Code; or

(b) the appointment of a Chapter 11 trustee in any one or more of the Cases; or

(c) entry of an order in any one or more of the Cases granting another entity a super-priority Claim or Lien pari passu with or senior to the super-priority claim and to the Post-Petition Liens granted to Post-Petition Lender; or

(d) entry of an order by a court of competent jurisdiction reversing, staying, vacating, modifying or rescinding this Interim Order; or

(e) entry of an order by a court of competent jurisdiction amending, supplementing or otherwise modifying this Interim Order without Post-Petition Lender's prior written consent; or

(f) entry of an order in any one or more of the Cases appointing an examiner having enlarged powers relating to the operation of the Borrowers' businesses (powers beyond those set forth under Sections 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code; or

(g) entry of an order or orders granting relief from the automatic stay so as to allow a third party or third parties to proceed against any asset or assets of a Borrower, which asset or assets have a value in excess of \$15,000 in the aggregate; or

(h) filing by any one or more of the Debtors of a plan of reorganization which treats any one or more of the Pre-Petition Notes, the Pre-Petition Indebtedness or the Pre-Petition Liens in a manner which Post-Petition Lender finds objectionable in the exercise of its sole discretion; or

(i) the filing of any pleading by the Committee or by any one or more of the Debtors seeking, or otherwise consenting to, any of the matters set forth in clauses (i) through (viii) above; or

(j) any event which results in or causes a Material Adverse Effect; or

(k) the entry of the Final DIP Financing Order authorizing the Debtors to obtain financing from the Post-Petition Lender on terms acceptable to the Post-Petition Lender in the exercise of its sole discretion shall not have occurred by November 7, 2014; or

(l) the Debtors fail to close on a sale of substantially all of their assets on or before January 15, 2015 on terms and conditions acceptable to Post-Petition Lender; or

(m) the Committee or any one or more of the Debtors files any pleading seeking to invalidate, subordinate, re-characterize, avoid or otherwise challenge any one or more of the Pre-

Petition or Post-Petition Liens asserted by the Pre-Petition Lender or the Post-Petition Lender, respectively; or

(n) the Committee of any one or more of the Debtors files any pleading seeking to avoid or recover any pre-petition transfer to Pre-Petition Lender as a preference, fraudulent transfer or any other transfer that may be avoided using any other avoidance power granted or created under the Bankruptcy Code; or

(o) the Committee or any one or more of the Borrowers files any pleading any cause of action not described in any of the other sub-paragraphs of this paragraph 14 against either or both of the Pre-Petition Lender and the Post-Petition Lender;

(p) any other Event of Default or Termination Event under either or both of this Interim Order and Post-Petition Financing Agreement.

15. Immediately upon the occurrence and during the continuation of a Termination Event, the Post-Petition Lender may declare a termination, reduction, or restriction of the Post-Petition Loan, effective three (3) business days following such declaration (any such declaration shall be referred to herein as a "Termination Declaration"). The Termination Declaration shall be given by electronic mail to counsel to the Debtor, counsel to the Committee, and the U.S. Trustee (the date on which the termination, reduction, or restriction of the Post-Petition Loan becomes effective shall be referred to herein as the "Termination Date"). The Post-Petition Lender shall be entitled to seek an emergency hearing (an "Emergency Hearing") upon five (5) business days' notice, requesting relief from the automatic stay otherwise imposed pursuant to section 362 of the Bankruptcy Code to permit the Post-Petition Lender to realize upon or to exercise any right or remedy with respect to the Post-Petition Collateral, and the Debtors and any Committee shall be deemed to have consented to such hearing being on an emergency basis. In

any Emergency Hearing, the only issue that may be raised by any party in opposition to the actions proposed or available to be taken by the Post-Petition Lender shall be whether a Termination Event has occurred and is continuing; provided, however, that immediately upon the occurrence of a Termination Event and thereafter, and subject to the terms of the Post-Petition Financing agreement, (a) the Debtors shall no longer, pursuant to this Interim Order or otherwise, be authorized to borrow funds hereunder or to use Cash Collateral (without further order of the Court authorizing the use of Cash Collateral) or any proceeds of the Post-Petition Loans already received (except for payment of the Carve-Out and the obligations owing to the Pre-Petition Lender and/or the Post-Petition Lender in accordance with the Post-Petition Financing Agreement and this Interim Order), and any obligation of the Post-Petition Lender to make loans or advances hereunder shall be terminated, (b) the Post-Petition Lender is authorized and empowered to accelerate the Post-Petition Loan and charge Default Interest, and (c) the Post-Petition Lender is authorized and empowered to hold any balances in any accounts of the Debtors. Nothing in this paragraph shall prohibit the filing of a motion to approve the use of Cash Collateral after an Event of Default, and all entities, including the Pre-Petition Lender and the Post-Petition Lender, shall have all of their rights to object to any such request.

16. Notwithstanding the occurrence of the Termination Date or anything herein to the contrary, all of the rights, remedies, benefits and liens, security interests and protections provided to the Pre-Petition Lender and Post-Petition Lender under this Interim Order shall survive after the Termination Date. Upon the Termination Date, the principal of and accrued interest and fees and all other amounts owed to the Pre-Petition Lender and the Post-Petition Lender hereunder or under the Pre-Petition Credit Agreements shall be immediately due and payable and the Pre-

Petition Lender and the Post-Petition Lender shall have all other rights and remedies provided in the Pre-Petition Credit Agreements and this Interim Order.

17. The stipulations contained in paragraphs D, E, F, G, H, I and K above, of this Interim Order, the release contained in Paragraph Q of this Interim Order, and the repayment of the Pre-Petition Indebtedness contemplated by paragraphs 2, 3 and 4 above, shall be binding upon all parties in interest, including without limitation, the Debtors, the Debtors' estates, the Committee, and any other statutory committees appointed in the Cases, unless: (a) a party in interest with standing to do so (other than the Debtors) has filed an adversary proceeding (i) challenging the amount, validity, enforceability, perfection or priority of (as to any of the Pre-Petition Lender) the Pre-Petition Indebtedness or the Pre-Petition Lender's Liens on the Pre-Petition Collateral, (ii) challenging the Debtors' release contained in Paragraph F of this Interim Order, or (iii) otherwise asserting any claims or causes of action against either the Pre-Petition Lender or the claims held or asserted by the Pre-Petition Lender no later than the date that is seventy-five (75) days after the date of the initial appointment of the Committee (the "Investigation Period");² (b) the Court rules in favor of the plaintiff or movant in any such timely filed adversary proceeding or contested matter and such ruling becomes a final order. If no such adversary proceeding or contested matter is commenced during the Investigation Period, (x) the repayment of the Pre-Petition Indebtedness pursuant to the terms of this Interim Order shall be deemed final and indefeasible, not subject to subordination and otherwise unavoidable, (y) the Pre-Petition Indebtedness (or such specific amounts as are set forth in the Pre-Petition Lender's respective proofs of claim) shall constitute allowed claims, not subject to subordination or recharacterization and otherwise unavoidable, for all purposes in the Cases and in any

² The "Investigation Period" may only be extended by order of the Court for good cause, upon a motion filed by the Committee prior to the expiration of the original 75-day time period.

subsequent chapter 7 cases; (c) the Pre-Petition Lender's Liens on the Pre-Petition Collateral shall be deemed legal, valid, binding, perfected, not subject to defense, counterclaim, offset of any kind, subordination and otherwise unavoidable; and (d) the Pre-Petition Lender, the Pre-Petition Indebtedness, and the Pre-Petition Liens on the Pre-Petition Collateral shall not be subject to any other or further challenge by any party in interest seeking to exercise the rights of the Debtors' estates, including without limitation, any Chapter 7 trustee. Subject only to the foregoing provisions of this Paragraph 17, the Pre-Petition Lender shall be deemed released of all claims, rights, causes of action or defenses by, and all liabilities owing to, the Debtors, the Committee, all of the Debtors' creditors, and any subsequently appointed trustee arising out of or based on any facts or circumstances occurring prior to the date hereof.

18. Following the Termination Declaration and Emergency Hearing, in the event the Pre-Petition Lender or the Post-Petition Lender is permitted to exercise any of their respective rights and remedies hereunder or under applicable law in order to effect repayment of the Post-Petition Loans or the Adequate Protection Obligations, or to receive any amounts or remittances due hereunder, including without limitation, foreclosing upon and selling all or a portion of the Pre-Petition Collateral or the Post-Petition Collateral, the Pre-Petition Lender and the Post-Petition Lender shall each have the right without any further action or approval of this Court to exercise such rights and remedies as to all or such part of the Pre-Petition Collateral and the Post-Petition Collateral as the Pre-Petition Lender or the Post-Petition Lender shall, in their sole discretion, elect. The Pre-Petition Lender and the Post-Petition Lender shall be entitled to apply the payments or proceeds of the Pre-Petition Collateral and the Post-Petition Collateral in accordance with the provisions of this Interim Order, and in no event shall the Pre-Petition Lender or the Post-Petition Lender be subject to the equitable doctrine of "marshaling" or any

other similar doctrine with respect to any of the Pre-Petition Collateral or Post-Petition Collateral or otherwise.

19. Except as provided herein, at any time during the Cases the Debtors are and shall be prohibited from granting liens on and security interests in the Pre-Petition Collateral, the Post-Petition Collateral or any portion thereof to any other parties pursuant to section 364 of the Bankruptcy Code or otherwise, which liens and security interests, as the case may be, are senior to, or on a parity with, or junior to the liens and security interests of the Pre-Petition Lender or the Post-Petition Lender therein (excluding any liens resulting from Court-approved reclamation claims or that rise by operation of law in the ordinary course of business). Except in accordance with the terms of this Interim Order, the Debtors are and shall be prohibited from at any time (a) using the Pre-Petition Lender's Cash Collateral, (b) using the Post-Petition Collateral, and (c) applying to the Bankruptcy Court for an order authorizing the use of the Pre-Petition Lender' or the Post-Petition Lender' Cash Collateral.

20. The Debtors shall execute and deliver to any Pre-Petition Lender and to the Post-Petition Lender all such agreements, financing statements, instruments and other documents as the Pre-Petition Lender or the Post-Petition Lender may reasonably request to evidence, confirm, validate or perfect the liens and security interests granted pursuant hereto.

21. The Debtors shall permit representatives, agents and/or employees of the Pre-Petition Lender and the Post-Petition Lender to have reasonable access to their premises and their records during normal business hours (without unreasonable interference with the proper operation of the Debtors' business) and shall cooperate, consult with, and provide to such persons all such non-privileged information as they may reasonably request.

22. The Post-Petition Liens and all other liens and security interests granted herein shall, pursuant to this Interim Order, be, and they hereby are, deemed perfected, and no further notice, filing or other act shall be required to effect such perfection; provided, however, if the Pre-Petition Lender or Post-Petition Lender shall, in their sole discretion, choose to file such mortgages, financing statements, notices of liens and security interests and other similar documents, all such mortgages, financing statements or similar documents shall be deemed to have been filed or recorded at the time and on the date of entry of this Interim Order, and the automatic stay of section 362 of the Bankruptcy Code is hereby vacated to effect such filings.

23. In making decisions to advance moneys or extend financial accommodations of any nature under this Interim Order or the Post-Petition Financing Agreement, in administering the Debtors' use of Cash Collateral or any advances, loans, or financial accommodations of any sort under this Interim Order or the Pre-Petition Credit Agreements, or in taking any other action related to or in connection with any of the foregoing, the Post-Petition Lender shall have no liability to any third party, and shall not be deemed to be in control of the operations of the Debtors, an "employer" of any of the Debtors' employees, or to be acting as a "responsible person" or managing agent with respect to the operation or management of the Debtor.

24. The provisions of this Interim Order shall be binding upon and inure to the benefit of the Pre-Petition Lender, the Post-Petition Lender, the Debtors, and their respective successors and assigns (including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors or with respect to the property of the estate of the Debtors).

25. 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 post-petition financing arrangement contemplated by this Interim Order, in the event any or all of the provisions of this

Interim Order are hereafter modified, amended or vacated by a subsequent order of this or any other Court, no such modification, amendment or vacation shall affect the validity and enforceability of any lien, security interest or priority authorized or created hereby. Notwithstanding any such modification, amendment or vacation, any claim granted to the Pre-Petition Lender or the Post-Petition Lender hereunder arising prior to the effective date of such modification, amendment or vacation shall be governed in all respects by the original provisions of this Interim Order, and the Pre-Petition Lender or the Post-Petition Lender, as the case may be, shall be entitled to all of the rights, remedies, privileges and benefits, including the liens and priorities granted herein, with respect to any such claim.

26. The Debtors are authorized to do and perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution of additional security agreements, mortgages and financing statements) and to pay fees and expenses that may be required or necessary for the Debtors' performance hereunder, including, without limitation: (a) the execution of any post-petition financing documents, and (b) the payment of the fees and other expenses described herein or in such post-petition financing documents as such become due, including, without limitation, agent fees, commitment fees, letter of credit fees and facility fees and reasonable attorneys', financial advisers' and accountants' fees and disbursements.

27. The Debtors shall, on or before October 29, 2014, serve by United States mail, first class postage prepaid, copies of the Motion, this Interim Order, the proposed and a notice of the hearing (the "Final Hearing Notice") to be held on November 19, 2014 at 1:30 p.m. to consider entry of the proposed Final DIP Financing Order on: (a) counsel to the Committee, if any; (b) the Office of the United States Trustee; (c) counsel to the Pre-Petition Lender; (d) all parties known to the Debtors to have asserted liens on or security interests in any of the Debtors'

assets; (e) the Internal Revenue Service; (f) each Debtor's 20 largest unsecured creditors, on a consolidated basis and (g) all parties who have timely filed requests for notice under Bankruptcy Rule 2002. The Final Hearing Notice shall state that any party in interest objecting to the entry of the proposed Final DIP Financing Order shall file written objections with the United States Bankruptcy Court Clerk for the Central District of Illinois no later than 4 p.m. (prevailing Central time) on November 17, 2014, which objections shall be served so that the same are received on or before such date by:

- (a) Counsel to the Debtor;
- (b) Counsel to Pre-Petition Lender and Post-Petition Lender; and
- (c) the Office of the United States Trustee – Peoria, IL.

28. Notwithstanding anything to the contrary herein, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair, (a) any of the rights of any Pre-Petition Lender or the Post-Petition Lender under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right of the Pre-Petition Lender and the Post-Petition Lender to (i) request additional adequate protection of their interests in the Pre-Petition Collateral or the Post-Petition Collateral or relief from or modification of the automatic stay extant under section 362 of the Bankruptcy Code, (ii) request conversion of these Cases to chapter 7, and (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans or (b) any other rights, claims or privileges (whether legal, equitable or otherwise) of the Pre-Petition Lender or the Post-Petition Lender.

29. This Interim Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon execution hereof. There is no just reason to delay enforcement or appeal of this Interim Order.

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