

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

GSC GROUP, INC., et al.,¹

Debtors.

Chapter 11

Case No. 10-14653 (AJG)

(Joint Administration Requested)

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS 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 AND 363; (III) SCHEDULING FINAL HEARING PURSUANT TO
BANKRUPTCY RULE 4001(B); AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of GSC Group, Inc., a Delaware corporation (“**Group Inc.**”), GSCP LLC, a Delaware limited liability company (“**GSCP, LLC**”), GSC Active Partners, Inc., a Delaware corporation (“**AP Inc.**”), GSCP (NJ), INC., a Delaware corporation (“**NJ Inc.**”), GSCP (NJ) Holdings, L.P., a Delaware limited partnership (“**NJ Holdings**”), GSCP (NJ), L.P., a Delaware limited partnership (“**NJLP**”), and GSC Secondary Interest Fund, LLC, a Delaware limited liability company (“**SIF**” and together with Group Inc., GSCP, LLC, AP Inc., NJ Inc., NJ Holdings and NJLP, the “**Debtors**”), in the above-captioned cases (the “**Cases**”) seeking, pursuant to sections 105, 361, 362, 363(c)(2), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the “**Bankruptcy Code**”), Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure

¹ The Debtors along with the last four digits of each Debtor’s federal tax identification number are GSC Group, Inc. (6382), GSCP, LLC (6520), GSC Active Partners, Inc. (4896), GSCP (NJ), Inc. (3944), GSCP (NJ) Holdings, L.P. (0940), GSCP (NJ), L.P. (0785), and GSC Secondary Interest Fund, LLC (6477).

² Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Prepetition Credit Documents (as defined herein).

(the “**Bankruptcy Rules**”) and Rule 4001-2 of the Local Rules for the United States Bankruptcy Court for the Southern District of New York (the “**Local Rules**”), this Court’s authorization:

(a) for the Debtors to use the Cash Collateral (as defined below) pursuant to sections 361, 362 and 363 of the Bankruptcy Code, and other collateral, including Prepetition Collateral (as defined below) in which the Prepetition Secured Parties (as defined below) have an interest, and provide adequate protection with respect to any diminution in the value of the Prepetition Secured Parties’ interests in the Prepetition Collateral resulting from the use of the Cash Collateral and the use, sale or lease of the Prepetition Collateral (other than the Cash Collateral) or imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code;

(b) to schedule, pursuant to Bankruptcy Rule 4001, an interim hearing (the “**Interim Hearing**”) on this Motion for this Court to consider entry of the interim order annexed to the Motion (i) authorizing the use by the Debtors of the Cash Collateral, and (ii) granting the adequate protection hereinafter described;

(c) to schedule, pursuant to Bankruptcy Rule 4001, a final hearing (the “**Final Hearing**”) for this Court to consider entry of a final order (the “**Final Order**”) authorizing the use of the Cash Collateral on a final basis, as set forth in this Motion; and

(d) the granting of certain related relief.

Upon the record made by the Debtors at the Interim Hearing on September 2, 2010 and after due deliberation and consideration and sufficient cause appearing therefor;

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, BASED UPON THE RECORD BEFORE THE COURT AT THE INTERIM HEARING, that:

1. *Jurisdiction.* This Court has core jurisdiction over the Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. *Notice.* Notice of the Motion, the relief requested therein and the Interim Hearing was served by the Debtors on (i) the Office of the United States Trustee for Region 2, serving the Southern District of New York; (ii) the Prepetition Secured Parties; (iii) the creditors (excluding insiders) holding unsecured claims on a consolidated basis against the Debtors; (iv) the Internal Revenue Service; (v) the United States Securities and Exchange Commission; (vi) the United

States Attorney's Office; (vii) the United States Attorney General; (viii) the New York State Attorney General; (ix) the New York State Taxing Authority; (x) the New York City Taxing Authority; (xi) the holders of existing liens; (xii) other affected parties; and (xiii) all other parties required to receive notice pursuant to Bankruptcy Rules 2002, 4001 or 9014 or requesting to receive notice before the date hereof. Under the circumstances, such notice constitutes due and sufficient notice thereof and complies with Bankruptcy Rules 4001(b) and (c) and Local Rule 4001-2.

3. *Objections.* All pending objections to the entry of this Interim Order, if any, are resolved hereby or, to the extent not resolved, are overruled.

4. *Debtors' Stipulations.* Subject to paragraph 24 of this Order, the Debtors admit, stipulate and agree that:

(a) BDCF Prepetition Credit Agreement. The Debtors represent that NJLP, as borrower, and certain of NJLP's affiliates as guarantors, are party to that certain Fourth Amended and Restated Credit Agreement dated as of February 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Prepetition Credit Agreement**," and, collectively with the related pledge and security agreements, security documents, consent and agreement documents and other loan documents, the "**Prepetition Credit Documents**"), with Black Diamond Commercial Finance, L.L.C., as Administrative Agent and Collateral Agent (in such capacity, the "**Agent**") and the lenders from time to time party thereto (the "**Prepetition Lenders**" and, together with the Agent, the "**Prepetition Secured Parties**").

(b) Obligations. As of the Petition Date, the Debtors represent that they were truly and justly indebted and liable to the Prepetition Secured Parties, without defense, counterclaim or offset of any kind, in the aggregate principal amount of approximately

\$209,607,376 in respect of loans made by the Prepetition Secured Parties for the account of NJLP pursuant to the Prepetition Credit Documents, plus interest thereon and fees, costs and expenses incurred in connection therewith as provided in the Prepetition Credit Documents (collectively, together with any other amounts outstanding under the Prepetition Credit Documents, the “**Prepetition Debt**”). The Debtors represent that the Prepetition Debt and the Prepetition Credit Documents constitute the 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 section 362 of the Bankruptcy Code); no portion of the Prepetition Debt is subject to avoidance, recharacterization, recovery or subordination pursuant to the Bankruptcy Code or applicable nonbankruptcy law (except to the extent such Prepetition Debt is subordinated to the Carve-Out as set forth herein); and the Debtors do not have, and hereby forever release, any claims, counterclaims, causes of action, defenses or setoff rights, whether arising under the Bankruptcy Code or otherwise, against the Agent and the other Prepetition Secured Parties and their affiliates, agents, officers, directors, employees and attorneys with respect to the Prepetition Debt or otherwise.

(c) Security Interest. Under the Prepetition Credit Documents, the Debtors represent that NJLP, NJ Inc., NJ Holdings and GSCP Group Inc. granted to the Agent, for the benefit of the Prepetition Secured Parties, continuing, first-priority security interests (the “**Prepetition Security Interests**”) in and liens upon, subject to the limitations set forth in the Prepetition Credit Documents, among other things, all Bank Accounts and all deposits therein; all Contracts and Contract Rights, all General Intangibles and Receivables, all Securities and all options and warrants related to Securities, all Limited Liability Company Interests, all Partnership Interests, all Collateral Accounts, all Security Entitlements, all Financial Assets and

Investment Property, all Proceeds of the foregoing, and all indemnities covering any or all of the foregoing, in each case as defined and described in greater detail in the Prepetition Credit Documents (the “**Prepetition Collateral**”).

(d) Cash Collateral. The Debtors represent that all of the Debtors’ cash and cash proceeds, wherever located, whether as original collateral or cash proceeds of the Prepetition Collateral, are encumbered by the Prepetition Security Interests and, as such, constitute “cash collateral” of the Prepetition Secured Parties (as such term is defined in section 363(a) of the Bankruptcy Code, the “**Cash Collateral**”). Without limiting the generality of the foregoing, the Cash Collateral shall include all of the cash proceeds of Prepetition Collateral in which the Agent and/or the Prepetition Secured Parties have an interest, whether such interest existed as of the Petition Date or arises thereafter pursuant to this Interim Order, any other order of this Court, applicable law or otherwise.

5. *Use of the Cash Collateral*. In the ordinary course of business, the Debtors require cash on hand and cash flow from their operations to fund their working capital needs and therefore there is a risk that the going concern value of the Debtors’ businesses will decline if they cannot access cash on hand and cash flow from their operations. Subject to the terms and conditions set forth herein, until the Termination Date (as defined below) the Debtors are hereby authorized to use the Cash Collateral to pay amounts approved by other order of this Court and to provide working capital for the Debtors, but in any event solely in accordance with the Budget (as defined below), and the Prepetition Secured Parties are directed to promptly turn over to the Debtors all of the Cash Collateral received or held by them, provided that the Prepetition Secured Parties are granted adequate protection as hereinafter set forth. In no event whatsoever shall the

Debtors be authorized to use the Cash Collateral for any purpose or under any terms other than those expressly set forth in the Budget and this Interim Order.

6. *Terms of Cash Collateral Use.* The terms of the Debtors' use of the Cash Collateral and the adequate protection arrangements, in each case as more fully set forth in this Interim Order (i) are fair and reasonable, (ii) reflect prudent exercise of business judgment consistent with the Debtors' fiduciary duties, (iii) the Debtors represent that the use of Cash Collateral and the adequate protection arrangements constitute reasonably equivalent value and fair consideration; and (iv) are essential and appropriate for the continued operation and management of the Debtors' businesses and the preservation of their assets and properties. Entry of this Interim Order is in the best interests of the Debtors and their estates and creditors and will, among other things, allow for the continued operation of the Debtors' existing businesses.

7. *The Budget.*

(a) The amount of the Cash Collateral authorized to be used hereby shall not exceed the amounts reflected in the initial budget prepared by the Debtors, in form and substance satisfactory to the Agent and attached to this Interim Order as Exhibit A (as amended, supplemented, extended or otherwise modified from time to time, the "**Budget**") for the time period set forth therein, but in no event beyond the Termination Date.

(b) The Debtors represent that (i) the Budget is achievable and will allow the Debtors to operate in the Cases without the accrual of unpaid administrative expenses; and (ii) the Budget includes all reasonable, necessary, and foreseeable expenses to be incurred in connection with the operation of the Debtors' businesses for the period set forth in the Budget.

(c) The Budget shall be amended, supplemented, extended or otherwise modified from time to time in form and substance as to which the Debtors and the Agent mutually agree.

(d) Within five (5) business days after the end of each two week period, the Debtors shall deliver to the Agent (i) an updated Budget, and (ii) a Budget variance report, each in form and substance reasonably satisfactory to the Agent; provided that nothing in this paragraph 7(d) shall require Agent's approval of any budgeted amounts previously approved by the Agent.

(e) The Debtors shall be in Compliance with the Budget. "**Compliance**" with the Budget shall be measured bi-weekly and defined as the maintenance of compliance with both (i) the "Total Operating Expenses" of the Budget on a cumulative basis within a ten percent (10%) deviation from such Budget, and (ii) certain items on a line-by-line basis in the percentages indicated in the Budget.

8. *Adequate Protection.* The Prepetition Secured Parties are entitled, pursuant to sections 361, 363(c)(2) and 363(e) of the Bankruptcy Code, to adequate protection of their interest in the Prepetition Collateral and the Cash Collateral ("**Adequate Protection**"), in an amount equal to the aggregate diminution in value of the Prepetition Secured Parties' respective Prepetition Collateral, including, without limitation, any such diminution resulting from the sale, lease or use by the Debtors (or other decline in value) of the Prepetition Collateral, and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (such diminution in value, the "**Adequate Protection Obligations**"). Any claim or replacement lien granted by this Interim Order with respect to adequate protection shall not be: (a) subject or junior to any lien that is avoided and preserved for the benefit of the Debtors' estates, whether

under section 551 of the Bankruptcy Code or otherwise; (b) subordinated to or made pari passu with any other claim or lien, whether under section 364(d) of the Bankruptcy Code or otherwise; or (c) subject to entry of the Final Order, subject to a surcharge pursuant to section 506(c) of the Bankruptcy Code; provided, however that any claim or replacement lien granted by this Interim Order with respect to adequate protection shall be subordinate to the Carve-Out (as defined below). Other than the Carve-Out, no claim or lien having a priority superior to or pari passu with those granted by this Interim Order with respect to the Adequate Protection shall be granted or allowed until the indefeasible payment in full in cash and satisfaction of the Adequate Protection. As Adequate Protection, the Prepetition Secured Parties are hereby granted the following:

(a) Adequate Protection Liens. The Agent, for the benefit of the Prepetition Secured Parties, is hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution by the Debtors of mortgages, deeds of trust, security agreements, pledge agreements, control agreements, financing statements or other agreements), to the extent of the diminution in value of the Collateral, additional and valid, perfected and enforceable continuing replacement security interests and liens (the “**Adequate Protection Liens**”) in and upon all prepetition and postpetition assets and properties of any kind whatsoever (tangible, intangible, real, personal and mixed) and wheresoever located, including but not limited to the Prepetition Collateral and the Cash Collateral (such collateral, the “**Replacement Collateral**”) and including, subject to entry of the Final Order, chapter 5 avoidance actions; provided, however that the Adequate Protection Liens shall be subordinate to the Carve-Out;

(b) Section 507(b) Claim. The Agent, for the benefit of the Prepetition Secured Parties, is hereby granted, to the extent of the diminution in value of the Prepetition

Collateral, a superpriority claim over all administrative expense claims and unsecured claims against the Debtors, now existing or hereafter arising of any kind or nature whatsoever, as provided for in section 507(b) of the Bankruptcy Code (the “**Adequate Protection Claim**”); provided, however that the Adequate Protection Claim shall be subordinate to the Carve-Out; and

(c) Post Petition Fees and Expenses. The Prepetition Secured Parties shall receive, as additional adequate protection, current cash payments from the Debtors of all fees and expenses payable to the Agent under the Prepetition Credit Documents, including but not limited to, the reasonable fees and expenses of counsel for the Agent, in each case as provided for in the Prepetition Credit Documents. The Agent shall submit invoices (from which privileged information may be redacted and subject in all respects to the work product doctrines) to the Debtors for reasonable professional fees and expenses, and the Debtors agree to pay all amounts related thereto promptly upon receipt of each such invoice.

(d) Additional Adequate Protection – Reporting and Related Matters. The Debtors shall (i) promptly deliver to the Agent all of the following from and after the Petition Date related to the Debtors, the GSCP Entities and any material subsidiaries or affiliates (aa) all material correspondence with investors, including any investor reporting, (bb) all material correspondence with any federal, state, or local taxing authority, (cc) all correspondence with any U.S. or foreign regulatory body, including without limitation the Securities and Exchange Commission; and (dd) all material correspondence with any auditors for the Debtors, the GSCP Entities or any material subsidiaries or affiliates; (ii) allow the Agent to retain and exercise all monitoring, access, field examination, appraisal and inspection rights with respect to the Prepetition Collateral and the Cash Collateral as set forth in the Prepetition Credit Documents;

(iii) promptly provide the Agent with access to any requested information regarding any of the GSCP Funds and, subject to entry of an acceptable confidentiality agreement, any individual fund investments of any GSCP Funds, and in connection therewith each GSCP Entity will permit any representatives designated by the Agent to visit, inspect and copy the financial records and the property of such GSCP Entity at reasonable times and as often as reasonably requested upon reasonable prior notice, and provide reasonable access for representatives designated by the Agent to discuss the affairs, finances, accounts and condition of any GSCP Entity with the officers and employees thereof as well as with the auditors for any GSCP Entity; (iv) maintain a cash management system in form and substance reasonably acceptable to the Agent (subject to entry of an appropriate cash management order by the Court); (v) maintain with respect to the Prepetition Collateral and the Cash Collateral insurance of the type and in the amount (xx) as the Debtors maintained as of the Petition Date, and (yy) as required under the Prepetition Credit Documents; (vi) maintain, and cause all of its affiliates to maintain, all permits, licenses and consents as may be required for the conduct of its business by any government authority as such entities maintained as of the Petition Date; (vii) promptly deliver to the Agent copies of all material information and correspondence from and after the Petition Date related to pending or threatened litigation involving the Debtors or any GSCP Entity; and (viii) promptly deliver to the Agent such other information, documents, notices and reports as may be reasonably requested by the Agent. The Debtors shall also provide the Agent access to the Debtors' bank account records and information on a daily, real-time basis (including where available, on-line access), or, if such information is not available to the Debtors on a daily basis, as soon as such information is made available to the Debtors, and the Debtors shall execute any documents reasonably necessary to effectuate providing such access to the Agent.

(e) Additional Adequate Protection – Covenants. As additional adequate protection to the Prepetition Secured Parties the Debtors shall at all times be in compliance with the covenants, and not in default under any of the Events of Default, listed on Schedule 8(e) to this Interim Order.

9. *Perfection of Adequate Protection Liens.*

(a) Subject to the provisions of paragraph 8(a) above, the Agent is hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction or take any other action in order to validate and perfect the replacement liens and security interests granted to Agent hereunder. Whether or not the Agent shall, in its sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge dispute or subordination, at the time and on the date of entry of this Interim Order.

(b) A certified copy of this Interim Order may, in the discretion of the Agent, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Interim Order for filing and recording without the imposition of any stamp, intangibles recording or similar tax in accordance with the provisions of section 1146 of the Bankruptcy Code.

(c) Further Assurances. The Debtors shall execute and deliver to the Agent all such agreements, security agreements, pledge agreements, control agreements, financing

statements, mortgages, instruments and other documents as the Agent may reasonably request to evidence, confirm, validate or perfect the Adequate Protection Liens granted pursuant hereto.

10. *Carve-Out.* Notwithstanding anything to the contrary contained in this Interim Order, upon the occurrence of the Termination Date (as defined below), the liens and claims granted to the Prepetition Secured Parties in this Interim Order and/or the Prepetition Credit Documents shall be subject to the payment, without duplication, of the following fees and claims (the amounts set forth below, together with the limitations set forth therein, collectively, the **“Carve-Out”**):

(a) The claims of the respective retained professionals (i) of the Debtors for unpaid fees and expenses incurred at any time on and after the Petition Date and prior to the Termination Date and (ii) any official committee of unsecured creditors (the **“Creditors’ Committee”**) appointed in the Cases (together with the Debtors’ retained professionals, the **“Retained Professionals”**) for unpaid fees and expenses incurred at any time on and after the date the Creditors’ Committee is formed and prior to the Termination Date up to the amount set forth in the Budget; provided that (I) in the case of all Retained Professionals, such fees shall only be included in the Carve-Out to the extent such fees are ultimately allowed on a final basis by this Court under sections 330 or 331 of the Bankruptcy Code, and are not excluded from the Carve-Out under paragraph 13 of this Interim Order (such fees and expenses described in this clause (a), the **“Pre-Termination Date Expenses”** and the permitted amount thereof, the **“Pre-Termination Date Amount”**) and (II) nothing herein shall be construed to impair the ability of any party to object to any of the fees, expenses, reimbursement or compensation described in this clause (a);

(b) The claims of the Retained Professionals for unpaid fees and expenses incurred on and after the Termination Date; provided that, in each case, such fees and expenses are ultimately allowed on a final basis by this Court under sections 330 or 331 of the Bankruptcy Code, are not excluded from the Carve-Out under paragraph 13 of this Interim Order and do not exceed \$475,000 in the aggregate for the Retained Professionals and the Retained Professionals of the Creditors' Committee (such fees and expenses described in this clause (ii) the "**Post-Termination Date Expenses**" and the permitted amount thereof, the "**Post-Termination Date Amount**" and, together with the Pre-Termination Date Amount, the "**Carve-Out Amount**");

(c) The unpaid fees payable to the United States Trustee and Clerk of the Bankruptcy Court pursuant to Section 1930 of title 28 of the United States Code and the statutory interest payable to the United States Trustee pursuant to Section 3717 of title 31 of the United States Code;

(d) Reasonable fees and expense incurred by a trustee under 726(b) of the Bankruptcy Code not to exceed \$100,000; and

(e) Unpaid operating expenses that were incurred prior to the Termination Date, solely to the extent that such claims would have been authorized to be paid by the Debtors prior to such date, pursuant to the Budget, if the Termination Date had not occurred.

11. *Post-Closing Escrow.* Prior to giving effect to a sale or sales of all or substantially all of the Debtors' assets, the Debtors shall use Cash Collateral to establish an escrow account (the "**Post-Closing Escrow**"), pursuant to the terms of written escrow instructions to be negotiated in good faith by the Agent and the Debtors, in an amount equal to (a) an amount sufficient to fund the Carve-Out, which shall include the fees and expenses invoiced

by the Debtors' professionals as of such date, plus (b) the sum of \$500,000, reserved for the wind-down of the Debtors' estates.

12. *Limitation on Charging Expenses Against Collateral.* Subject to the rights of the U.S. Trustee and any creditors' committee appointed in these cases to object to this provision prior to the entry of a Final Order, from and after entry of this Interim Order, no expenses of administration of these Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Prepetition Collateral or the Cash Collateral, pursuant to section 506(c) of the Bankruptcy Code or any similar principal of law, without the Agent's prior written consent, and no such consent will be implied from any action, inaction, or acquiescence by the Agent or the Prepetition Secured Parties, including but not limited to, approval of the Budget.

13. *Limitations on Use of Cash Collateral.* Notwithstanding anything herein to the contrary, no Cash Collateral may be used to (i) object, contest or raise any defense to, the validity, authorization, perfection, priority, extent, or enforceability of the Prepetition Debt, the liens securing the Prepetition Debt, the liens granted to the Agent or the Prepetition Secured Parties by this Interim Order, or the Adequate Protection; (ii) assert any claims or causes of action against the Agent or the Prepetition Secured Parties; (iii) as long as the Debtors are authorized or able to continue to use the Cash Collateral pursuant to the terms of this Interim Order, attempt to obtain, without the consent of the Agent, or over the objection of the Agent, the Court's authorization to use the Cash Collateral under terms other than those provided herein or the Court's authorization to grant any priming, senior, pari passu or junior security interest in or lien on the Prepetition Collateral or the Cash Collateral; (iv) prevent, hinder or otherwise delay the Prepetition Secured Parties' assertion, enforcement or realization on the Cash Collateral or

the Collateral in accordance with the Prepetition Secured Credit Documents or this Interim Order; or (v) pay any amount on account of any claims arising prior to the Petition Date unless such payments are consistent with the Budget and approved by an order of this Court; provided, however that no more than \$25,000 in the aggregate of the Cash Collateral may be used by the Creditors' Committee to investigate any such claims, actions or causes of action.

14. *Sale Process.* The Debtors, as a continuing condition of their use of the Cash Collateral, shall seek to sell substantially all of their assets in the Debtors' Cases pursuant to section 363 of the Bankruptcy Code (the "**Sale Process**"). On a weekly basis (unless another time is mutually agreed to) upon request of the Agent, the Debtors shall update the Agent on the status of the Sale Process, which update shall include information on the steps the Debtors have taken toward consummating a sale and any other related information reasonably requested by the Agent.

(a) Sale Milestones. The Debtors shall, as a continuing condition to their use of the Cash Collateral, (i) on or before the second (2nd) day following the Petition Date, file a sale and bid procedures motion, in form and substance satisfactory to Agent in its sole discretion, and on or before September 3, 2010 file with the Court (y) a list of assets to be sold in form and substance satisfactory to Agent in its sole discretion and (z) as an exhibit to the Bidding Procedures, which shall be made available in the Debtors' data room, the proposed form of asset purchase agreement as described in the Bidding Procedures, in form and substance satisfactory to Agent and Debtor as agreed between them, provided that if an agreement is not reached with respect to that form of asset purchase agreement, the Debtors shall file the form asset purchase agreement as agreed to by the parties as of August 31, 2010, and provided further that if the Debtors negotiate an alternate asset purchase agreement, the Debtors shall provide the Agent a

copy marked to reflect changes from the form asset purchase agreement; (ii) on or before September 15, 2010, obtain entry from the Bankruptcy Court of an order (the “**Bid Procedures Order**”) approving bid procedures (and attaching the list of assets to be sold) in form and substance satisfactory to Agent in its sole discretion, which order shall authorize (1) credit bids by the Agent on behalf of the Prepetition Secured Parties, (2) deem each of the Prepetition Secured Parties a “Qualified Bidder” (as to be defined in the Bid Procedures Order) and (3) the solicitation of bids for the sale of the Debtors’ assets and which shall set a deadline (the “**Bid Deadline**”) to receive bids related to such sale of no later than October 6, 2010; (iii) on or before October 7, 2010, conduct an auction, if necessary; (iv) on or before October 22, 2010, obtain entry of an order of the Bankruptcy Court approving the sale in form and substance satisfactory to the Agent in its sole discretion (the “**Sale Order**”); and (v) on or before October 25, 2010, close the sale. The deadlines in subsections (ii)-(iv) in the preceding sentence may only be extended with the written consent of the Agent or further order of the Court upon a showing of cause based on a change in circumstances. After the closing of the sale or sales of all or substantially all of the Debtors’ assets, the Debtors shall reserve Cash Collateral in an amount equal to the Post-Closing Escrow. All Cash Collateral in the Debtors’ possession on the first Business Day following the closing of such sale or sales, other than the Post-Closing Escrow, shall be immediately remitted to the Agent. Thereafter, all Cash Collateral received by the Debtors, other than the Post-Closing Escrow, shall be remitted to the Agent within one Business Day of receipt. Notwithstanding the foregoing, in the event that all assets listed to be sold are not sold pursuant to the sale or sales described above and such assets remain in the Debtors’ estates, then the Debtors and the Agent will negotiate in good faith to agree to the terms of a budget for continuing to maintain such assets with the Debtors (including, if appropriate, through

a chapter 11 plan of reorganization), and the amounts so agreed to shall be excluded from the amount of Cash Collateral remitted to the Agent.

(b) Nothing herein shall limit the rights of any party other than the Debtors to seek or object to a Bid Procedures Order which is inconsistent with the terms of this Paragraph 14 or to object to a Bid Procedures Order whether or not consistent with the terms of this Order.

15. *Interest.* The Prepetition Debt shall accrue interest at the applicable non-default rate under the Prepetition Credit Documents until all such obligations and any accruing interest thereon are indefeasibly paid in full, except that the portion of the Prepetition Debt accruing interest at the default rate as of the Petition Date shall continue to accrue interest at the default rate until all such obligations and any accruing interest thereon are indefeasibly paid in full. The Agent reserves its right to assert claims for the payment of additional interest calculated at any other applicable rate of interest (including, without limitation, default rates), or on any other basis, provided for in the Prepetition Credit Documents.

16. *Termination.* Subject to the Carve-Out, the use of Cash Collateral authorized herein shall terminate (the effective date of such termination, the “**Termination Date**”) effective on the earlier to occur of (a) receipt by the Debtors of written notice from the Agent of the occurrence and continuance of an Event of Default (as defined herein); and (b) 11:59 p.m. (prevailing Eastern time) on September 30, 2010 (or such longer period of time as may be consented to by the Agent). The termination of the Debtors’ right to use Cash Collateral pursuant to this section shall not prejudice the Debtors’ right to seek the use of Cash Collateral from the Bankruptcy Court without the consent of the Prepetition Secured Parties.

17. *Events of Default.* Each of the following shall constitute an “Event of Default” hereunder: (i) the use of the Cash Collateral other than as set forth herein; (ii) the Debtors or any other party applies to the Court for an order, other than this Interim Order or the Final Order (in form and substance acceptable to Agent in its sole discretion), authorizing the use of the Cash Collateral or that seeks approval of a priming, senior, pari passu or junior security interest in or lien upon the Cash Collateral or the Prepetition Collateral; (iii) the filing by the Debtors of any pleading seeking to challenge the Agent’s lien upon the Cash Collateral or the Prepetition Collateral or otherwise asserting rights, claims or causes of action against the Agent and/or the Prepetition Secured Parties with respect to the Prepetition Debt, or the entry of an order granting any such relief in connection with any such pleading filed by a third party; (iv) the breach by any of the Debtors of their obligations under this Interim Order, including but not limited to their failure to be in Compliance with the Budget or the failure to comply with the covenants, events of default, reporting and other requirements contained in Paragraphs 8(d) and 8(e) hereof; (v) any stay, reversal, vacatur or rescission of this Interim Order; (vi) the dismissal of, conversion of or appointment of an examiner with expanded powers in the Debtors’ Cases; (vii) the failure to meet any obligations of the Debtors in this Interim Order related to the Sale Process; and (viii) the failure to obtain entry of a final order approving the use of the Cash Collateral in form and substance satisfactory to the Agent in its sole discretion on or before the date that is thirty (30) days from the Petition Date; and (ix) the occurrence and continuance of an Event of Default listed on Schedule 8(e) to this Interim Order.

18. *Authorization to Act.* Each of the Debtors is expressly authorized and empowered to perform, and the automatic stay of 11 U.S.C. § 362 is hereby modified to permit them to make, execute and deliver all instruments and documents (including the execution of security

agreements, mortgages and financing statements), take such other actions and to pay all fees and expenses, which may be reasonably required or necessary for the Debtors' performance under the Prepetition Credit Documents and this Interim Order, including, inter alia to: (i) perform all of their obligations under the Prepetition Credit Documents as modified by this Interim Order or as provided for in this Interim Order; (ii) pay the fees and expenses set forth in the Prepetition Credit Documents or this Interim Order, including the reasonable fees and expenses of attorneys and other professionals as provided for in the Prepetition Credit Documents and this Interim Order; and (iii) to perform all other acts that may be required in connection with the Prepetition Credit Documents and this Interim Order.

19. *Amendments.* Each of the Debtors is expressly authorized and empowered to enter into amendments or other modifications of the Prepetition Credit Documents without further order of the Court, in each case, in such form as the Agent (and, to the extent required by the Prepetition Credit Documents, the Prepetition Secured Parties) may agree with the Debtors in writing.

20. *Priorities Among Prepetition Secured Parties.* Notwithstanding anything to the contrary herein or in any other order of this Court, in determining the relative priorities and rights of the Prepetition Secured Parties (including, without limitation, the relative priorities and rights of the Prepetition Secured Parties with respect to the Adequate Protection Obligations granted hereunder), such priorities and rights shall continue to be governed by the Prepetition Credit Documents.

21. *Reservation of Rights of Prepetition Secured Parties.* 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 is reasonable and

sufficient to protect the interests of the Prepetition Secured Parties for the limited duration of this Interim Order. However, the Agent may request further or different adequate protection or other relief, and the Debtors or any other party may contest any such request. 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 the Prepetition Secured Parties.

22. *Preservation of Rights Granted Under the Order.*

(a) Unless the Adequate Protection Obligations shall have been satisfied in full, the Debtors shall not seek, and it shall constitute an Event of Default under this Interim Order and a termination of the right to use the Cash Collateral if the Debtors seek, or if there is entered, (i) any modifications or extensions of this Interim Order without the prior written consent of the Agent, and no such consent shall be implied by any other action, inaction or acquiescence by the Agent or the Prepetition Secured Parties, or (ii) an order dismissing any of the Cases. If an 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) that (x) the security interests and replacement security interests granted to the Agent for the benefit of the Prepetition Secured Parties pursuant to this Interim Order shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all of the Adequate Protection Obligations shall have been satisfied in full (and that such replacement security interests, shall, notwithstanding such dismissal, remain binding on all parties in interest) and (y) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in clause (x) above.

(b) If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, stay, modification or vacation shall not affect the validity of any of the Adequate Protection Obligations incurred prior to the actual receipt of written notice by the Agent and the other Prepetition Secured Parties, as applicable, of the effective date of such reversal, stay, modification or vacation. Notwithstanding any such reversal, stay, modification or vacation, any use of the Cash Collateral or the Adequate Protection Obligations incurred by the Debtors to the Agent or the Prepetition Secured Parties prior to the actual receipt of written notice by the Agent or Prepetition Secured Parties as of the effective date of such reversal, stay, modification or vacation shall be governed in all respects by the original provisions of this Interim Order, and the Agent and the other Prepetition Secured Parties shall be entitled to all the rights, remedies, privileges and benefits granted in section 364(e) of the Bankruptcy Code and this Interim Order and with respect to all uses of the Cash Collateral and the Adequate Protection Obligations.

(c) Except as expressly provided in this Interim Order, the rights and remedies of the Agent and the other Prepetition Secured Parties granted by the provisions of this Interim Order shall survive, and shall not be modified, impaired or discharged by (i) the entry of an order converting any of the Cases to cases under chapter 7, dismissing any of the Cases or by any other act or omission, or (ii) the entry of an order confirming a plan of reorganization in the Cases.

23. *Insurance.* Pursuant to this Interim Order, the Agent, to the extent of its Adequate Protection Liens, shall be and shall be deemed to be, without any further action or notice, named as an additional insured on each insurance policy maintained by the Debtors which in any way relates to the Replacement Collateral.

24. *Effect of Stipulations on Third Parties.* The stipulations and admissions contained in this Interim Order, including, without limitation, in paragraph 4 of this Interim Order, shall be binding upon the Debtors in all circumstances. The stipulations and admissions contained in this Interim Order, including, without limitation, in paragraph 4 of this Interim Order, shall be binding upon all other parties in interest, including, without limitation, any Committee appointed in these Cases pursuant to section 1102 of the Bankruptcy Code, unless (a) a party in interest has timely filed an adversary proceeding or contested matter by no later than the date that is the later of (i) forty (40) days after formation of the Creditors' Committee (it being understood that this challenge period is approved on an interim basis only, and may be revised by the Final Order), (ii) such later date as has been agreed to, in writing, by the Agent in its sole discretion or (iii) such later date as has been ordered by the Court prior to the expiration of the period set forth in (i) or (ii), above (1) challenging the validity, enforceability, priority or extent of the Prepetition Debt or the Prepetition Security Interests on the Prepetition Collateral or (2) otherwise asserting or prosecuting any action for preferences, fraudulent conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, "**Claims and Defenses**") against the Agent or the Prepetition Secured Parties or their affiliates, representatives, attorneys or advisors in connection with matters related to the Prepetition Credit Documents, the Prepetition Secured Obligations, or the Prepetition Collateral, and (b) there is a final order in favor of the plaintiff sustaining any such challenge or claim in any such timely filed adversary proceeding or contested matter, provided that as to the Debtors, all such Claims and Defenses are hereby irrevocably waived and relinquished as of the Petition Date. If no such adversary proceeding or contested matter is timely filed, (x) the Prepetition Secured Obligations shall constitute allowed claims, not subject

to counterclaim, setoff, subordination, recharacterization, defense or avoidance, for all purposes in the Cases and any subsequent chapter 7 cases, (y) the Prepetition Liens on the Prepetition Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding and perfected and not subject to recharacterization, subordination, avoidance or reduction, except by payment and (z) the Prepetition Debt, the Prepetition Security Interests on the Prepetition Collateral and the Agent and the other Prepetition Secured Parties 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 successor thereto (including, without limitation, any chapter 7 or 11 trustee appointed by or elected for the Debtors). If any such adversary proceeding or contested matter is timely filed, the stipulations and admissions contained in paragraph 4 of this Interim Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any committee and on any other person or entity, except to the extent that such findings and admissions were expressly challenged in such adversary proceeding or contested matter. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any committee appointed in the Cases pursuant to section 1102 of the Bankruptcy Code, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, Claims and Defenses with respect to the Prepetition Security Interests or the Prepetition Debt.

25. *Immediate Entry of this Order.* The Debtors have requested immediate entry of this Interim Order pursuant to, and have complied with, Bankruptcy Rule 4001(b)(2) and Local Bankruptcy Rule 4001-2. For the reasons stated herein and as stated on the record at the Interim Hearing, this Court concludes that immediate entry of this Interim Order is in the best interests of the Debtors' estates and creditors.

26. *Binding Effect; Successors and Assigns.* The provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, the Agent, the other Prepetition Secured Parties, the Creditors' Committee appointed in these Cases, and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed by 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 hereafter appointed as a legal representative of any Debtor or with respect to the property of any of the Debtors' estates) and shall inure to the benefit of the Agent, the other Prepetition Secured Parties and the Debtors and each of their respective successors and assigns.

27. *Limitation of Liability.* Nothing in this Interim Order shall in any way be construed or interpreted to impose or allow the imposition upon the Agent or the other Prepetition Secured Parties any liability for any claims arising from the prepetition or postpetition activities by the Debtors and their affiliates (as defined in section 101(2) of the Bankruptcy Code) in the operation of their businesses, or in connection with their restructuring efforts. Nothing in the foregoing shall be deemed to relieve any party of liability for their gross negligence or willful misconduct.

28. Notwithstanding anything to the contrary contained herein, nothing in this Order shall limit any Lender (as defined in the Prepetition Credit Agreement), acting for itself or any Debtor, from asserting any claim (whether arising under the Bankruptcy Code or otherwise) against any other Lender or the Agent, or any principals or affiliates thereof, or limit any Lender's, or the Agent's, or any affiliates' thereof, liability in respect of any such claim.

29. *Effectiveness.* This Interim Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon execution hereof.

30. *Final Hearing.* The Final Hearing is scheduled for September 22, 2010 at 11:00 a.m. prevailing Eastern time before this Court. The Debtors shall promptly mail copies of this Interim Order (which shall constitute adequate notice of the Final Hearing, including without limitation, notice that the Debtors will seek approval at the Final Hearing of a waiver of rights under section 506(c) of the Bankruptcy Code) to 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. Any party in interest objecting to the relief sought at the Final Hearing shall serve and file written objections; which objections shall be served upon (a) Kaye Scholer LLP, 70 W. Madison St., Chicago, IL 60602 (Attn: D. Tyler Nurnberg and Matthew J. Micheli), attorneys for the Debtors, (b) Winston & Strawn LLP, 35 West Wacker Drive, Chicago, IL 60601 (Attn: Daniel J. McGuire), attorneys for the Agent, and (c) the Office of the United States Trustee for the Southern District of New York (Attn: Andrea B. Schwartz), and shall be filed with the Clerk of the United States Bankruptcy Court for the Southern District of New York, in each case to allow actual receipt by the foregoing no later than September 17, 2010 at 4:00 p.m., prevailing Eastern time.

Dated: September 3, 2010
New York, New York

/s/ Arthur J. Gonzalez
Chief United States Bankruptcy Judge

Schedule 8(e)

COVENANTS

Notwithstanding anything to the contrary in the Prepetition Credit Documents, the Debtors shall comply with the following covenants:

(i) Unless the prior written consent of the Agent is received (a) the Specified GSCP Entities, their direct and indirect Subsidiaries (other than any GSCP Fund) and any Person who is controlled (as such term is described in clause (ii) of the second sentence of the definition of “Affiliate”) by any GSCP Entity or any such Subsidiary, but in any event excluding the GSCP Funds (collectively, the “GSCP Affiliated Entities”) shall collect all advisory management, monitoring, transaction and other fees payable to them pursuant to the GSCP Fund Documents or any other agreement pursuant to which they are entitled to GSCP Fees (including, without limitation, any management or advisory fees) or any other fees or amounts owed or accrued to any of them from any GSCP Fund, business development company, private equity fund, collateralized debt obligation issuer, investment fund, account or similar investment vehicle (collectively, “Investment Funds”); and (b) None of the GSCP Affiliated Entities shall waive any expense reimbursements owed to any of them from the GSCP Funds or any other Investment Funds.

(ii) None of the GSCP Affiliated Entities shall make any Asset Sales without the prior written consent of the Agent.

(iii) None of the GSCP Affiliated Entities shall create, incur, assume or suffer to exist (other than those Permitted Liens in place as of the Petition Date) any Lien upon or with respect to any property or assets of any kind (real or personal, tangible or intangible) of such entity whether now owned or hereafter acquired, or sell any such property or assets subject to any understanding or agreement, contingent or otherwise, to repurchase such property or assets (including sales of account receivables or notes with recourse to any GSCP Affiliated Entity) or assign any right to receive income, or file or permit the filing of any financing statement under the UCC or any other similar notice of Lien under any similar recording or notice statute relating to any such property, in each case without the prior written consent of the Agent.

(iv) None of GSCP Entities nor any of their Subsidiaries shall contract, create, incur, assume or suffer to exist (other than Indebtedness of any such GSCP Entity permitted pursuant to Section 8.4 of the Credit Agreement and in existence as of the Petition Date) any Indebtedness, without the prior written consent of the Agent.

(v) None of the GSCP Affiliated Entities shall make any Investment (including, without limitation, any funding of a capital call) without the prior written consent of the Agent.

(vi) None of the GSCP Affiliated Entities shall make any Distribution without the prior written consent of the Agent.

(vii) None of the GSCP Affiliated Entities shall amend, waive or otherwise modify (or permit the amendment, waiver or modification of) any of the terms or provisions of (a) any GSCP Fund Documents, (b) any of their organizational documents or (c) any of the organizational documents of their Subsidiaries, including, without limitation, any amendment, waiver or modification of any amounts owed to the applicable general partner thereof without the prior written consent of the Agent.

(viii) None of the GSCP Affiliated Entities shall waive or defer the payment of any GSCP Fees (including without limitation, any management or advisory fees) or any other fees accrued or payable to any of them, or of any other amounts payable to any of them as a general partner, investment advisor, collateral manager, advisor or similar capacity, or any other fees or amounts owed to any of them from any Investment Funds without the prior written consent of the Agent.

(ix) None of the GSCP Affiliated Entities shall assign, transfer, seek to reject or voluntarily terminate any management, advisory or similar agreement to which any of them is a party or any other agreement pursuant to which any of them is entitled to GSCP Fees or any other fees or amounts owed to them from any investment funds. In addition to the foregoing, none of the GSCP Affiliated Entities shall amend, waive or otherwise modify (or permit the amendment, waiver or modification of) any term or provision of any management agreement, advisory agreement, or similar agreement to which any of them is a party or any other agreement pursuant to which any of them is entitled to GSCP Fees or any other fees or amounts owed to them from any Investment Funds.

(x) None of the domestic GSCP Affiliated Entities shall make any cash payments, or transfer any assets to any Foreign GSCP Entity or foreign Subsidiary, other than ordinary course payments made to GSCP London as agreed to and set forth in the Budget.

(xi) No GSCP Entity shall take any action that would result in a “Change of Control” under the Investment Advisers Act of 1940, as amended.

(xii) None of the GSCP Affiliated Entities shall (a) forgive any loans to any current or former employees, officers or directors, or to any other party or (b) compromise any other asset of such person.

(xiii) Deliver to the Agent, within 5 Business Days after the end of each month, a cash flow forecast for the next calendar month, net of all reimbursements of the Debtors, together with a reconciliation to the prior month’s cash flow forecast, in each case in form and substance satisfactory to the Agent.

EVENTS OF DEFAULT

1. Any advisory agreement, management agreement or similar agreement to which any GSCP Affiliated Entity is a party or any other agreement pursuant to which it is entitled to GSCP Fees or any other fees or amounts from any Investment Funds is terminated prior to its scheduled termination for any reason.

2. The dissolution, winding up, redemption, termination or Early Termination of any GSCP Fund or the sale of all or a material portion of any GSCP Fund's assets; provided, however, that this provision does not apply to the orderly winding up of any GSCP Fund that is past its investment period, in the ordinary course of business, in accordance with its applicable fund documents.
3. Either (a) a direct or indirect Subsidiary of a GSCP Entity ceases to be general partner of an Investment Fund or (b) an additional general partner is appointed to an Investment Fund.
4. Either Peter Frank or Alfred C. Eckert III shall at any time fail to be a full time employee of the Borrower, in the same or a substantially similar position as each holds as of the Petition Date.
5. The Borrower shall at any time fail to be a registered Investment Adviser (as defined in the Investment Advisers Act of 1940, as amended (the "Advisers Act")) under the Advisers Act.

Exhibit A

Budget

Week beginning	Testing Frequency	Variance Tolerance	[petition date]		bi-weekly test of prior weeks	bi-weekly test of prior weeks	[10/7 auction]		monthly and bi-weekly test of prior weeks	bi-weekly test of prior weeks	bi-weekly test of prior weeks [10/25 close]	bi-weekly test of prior weeks [10/25 close]	[wind-down pd] 10/26/10 and thereafter	Total
			8/31/2010	9/6/2010	9/13/2010	9/20/2010	9/27/2010	10/4/2010	10/11/2010	10/18/2010	10/25/2010	10/25/2010		
Beginning Cash			10,602,688	10,642,015	11,448,340	10,300,965	14,223,300	17,414,740	18,837,047	18,999,818	18,761,197			
<u>Summary of cash flows</u>														
Cash Management Fees	N/A	N/A	0	237,883	30,954	4,037,767	3,414,721	825,937	692,808	140,075	0			9,380,145
Cash Management Fees - Incentive	N/A	N/A	0	0	0	0	0	340,391	0	0	0			340,391
Monitoring and Transaction fees	N/A	N/A	0	0	0	0	148,750	0	0	0	0			148,750
Total Revenues	N/A	N/A	0	237,883	30,954	4,037,767	3,563,471	1,166,328	692,808	140,075	0			9,869,286
Salary/Benefits/Employer Taxes	bi-weekly	per retention agmts	0	0	(312,276)	0	(225,928)	0	(312,276)	0	(225,928)			(1,076,409)
Bonuses/Employer Taxes (Note 1)	bi-weekly	per retention agmts	0	0	0	0	0	0	0	0	(3,024,120)			(3,024,120)
Benefits	bi-weekly	5%	0	0	(19,131)	0	(42,000)	0	(19,131)	0	0			(80,262)
Total Payroll / other comp / benefits	N/A	N/A	0	0	(331,407)	0	(267,928)	0	(331,407)	0	(3,250,048)			(4,180,790)
T&E	N/A	N/A	(7,038)	(7,038)	(7,038)	(7,038)	(7,038)	(7,038)	(7,038)	(7,038)	(7,038)			(63,345)
Professional Fees - recurring	N/A	N/A	0	0	(43,075)	(173,100)	(43,175)	0	(42,138)	0	(42,238)			(343,725)
Rent	N/A	N/A	(38,521)	0	(4,100)	0	(73,921)	0	(6,600)	0	0			(123,142)
G & A	N/A	N/A	(13,525)	(3,125)	(83,029)	(2,375)	(13,675)	(2,375)	(90,873)	(2,375)	(13,675)			(225,028)
Taxes	N/A	N/A	0	0	(3,569)	0	0	0	(90,000)	0	0			(93,569)
Non Employee Op Exp	N/A	N/A	(59,084)	(10,163)	(140,812)	(182,513)	(137,809)	(9,413)	(236,649)	(9,413)	(62,951)		0	(848,809)
Total Operating Expenses	cumulative	10%	(59,084)	(10,163)	(472,219)	(182,513)	(405,737)	(9,413)	(568,056)	(9,413)	(3,312,999)		0	(5,029,599)
Net cash flows before Fund reimbursements	N/A	N/A	(59,084)	227,720	(441,265)	3,855,253	3,157,734	1,156,915	124,752	130,661	(3,312,999)			4,839,688
Expense reimbursements from funds	N/A	N/A	17,818	0	6,058	37,082	33,705	0	21,886	41,986	67,390			225,925
D&O Expense reimbursements	N/A	N/A	80,593	578,606	12,908	30,000	0	0	16,134	63,731	113,748		204,252	1,099,972
Net cash flows from operating	N/A	N/A	39,327	806,326	(422,299)	3,922,336	3,191,440	1,156,915	162,771	236,379	(3,131,861)		204,252	6,165,585
Stroock (Debtor Fund Counsel) (note 3)	as paid	10%	0	0	0	0	0	0	0	0	0		(200,000)	(200,000)
Ernst & Young (Debtor Tax) (note 3)	as paid	10%	0	0	0	0	0	0	0	0	0		(150,000)	(150,000)
Creditor Committee Counsel (note 3)	as paid	10%	0	0	0	0	0	0	0	0	0		(100,000)	(100,000)
US Trustee	monthly	10%	0	0	0	0	0	0	0	0	(40,000)			(40,000)
Bankruptcy claims agent / data room	monthly	10%	0	0	0	0	0	(75,000)	0	0	(75,000)			(150,000)
Wind-Down Amount	no variance above budgeted amt.												(500,000)	(500,000)
Retainers back to company	N/A	N/A	0	0	0	0	0	0	0	0	0		800,000	800,000
Restructuring expenses (note 2)	N/A	N/A	0	0	0	0	0	(75,000)	0	0	(115,000)		(150,000)	(340,000)
Fund investments	agent consent only		0	0	(725,076)	0	0	0	0	(475,000)	0			(1,200,076)
Fund distributions	N/A	N/A	0	0	0	0	0	340,391	0	0	0			340,391
Net cash flow from investing			0	0	(725,076)	0	0	340,391	0	(475,000)	0			(859,685)
Net weekly cash flows			39,327	806,326	(1,147,375)	3,922,336	3,191,440	1,422,306	162,771	(238,621)	(3,246,861)			
Ending Cash			10,642,015	11,448,340	10,300,965	14,223,300	17,414,740	18,837,047	18,999,818	18,761,197	15,514,336			

Note 1: assumes bonuses paid upon the sale of substantially all of the assets per the employee retention agreements

Note 2: Excludes any expense for Kaye Scholer and Capstone

Note 3: Represents two budgeted payments; one half of the amount is for services rendered in September 2010; one half for October 2010. Each monthly payment will be tested individually against the monthly budgeted amount.