

are collectively referred to herein as the "Prepetition Liens"); (ii) granting adequate protection to WestLB; (iii) requesting, pursuant to Rule 4001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), that an emergency interim hearing (the "Interim Hearing") on the Motion be held for the Court to consider entry of this Interim Order; and (iv) requesting, pursuant to Bankruptcy Rules 4001(b)(2), that this Court (a) schedule a final hearing (the "Final Hearing") on the Motion for within thirty (30) days of the Petition Date (as hereinafter defined) to consider entry of the Final Order and (b) approve certain notice procedures with respect thereto; and the Interim Hearing having been held by this Court on April 1, 2009; and the Court having considered the Motion, all pleadings related thereto, and the record made by the Debtors at the Interim Hearing; and after due deliberation and consideration, and good and sufficient cause appearing therefor,

THE COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS:

A. On March 30, 2009 (the "Petition Date"), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors have continued to operate and maintain their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The Debtors have provided notice of the Motion to: (i) the Office of the United States Trustee; (ii) the United States Securities and Exchange Commission; (iii) the Office of the United States Attorney for the District of Delaware; (iv) the Internal Revenue Service; (v) the Debtors' thirty (30) largest unsecured creditors on a consolidated basis;

(vi) counsel to WestLB; (vii) the indenture trustee for Biosource Fuels' prepetition notes; (viii) Sterling Bank, as Accounts Bank; and (ix) each of Seneca's and the Subject Debtors' cash management banks. The Court concludes that the foregoing notice was sufficient and adequate under the circumstances and complies with Bankruptcy Rule 4001.

D. Pursuant to that certain Credit Agreement dated as of December 26, 2007 (as amended, supplemented or restated from time to time, the "Credit Agreement"), WestLB agreed to make available to Seneca a construction loan facility in the amount of \$36,000,000 and a working capital loan facility in the amount of \$5,000,000, the proceeds of which were used to (i) finance the ownership, development, engineering, construction, testing and operation of a biodiesel plant located in Seneca, Illinois, which is designed to produce approximately sixty (60) million gallons per-year of biodiesel and all auxiliary and other facilities constructed or to be constructed by or on behalf of Seneca, together with all fixtures and improvements thereto, all real property owned by Seneca and all other real property, easements and rights-of-way held by or on behalf of Seneca and all rights to use easements and rights-of-way of others, and all personal property, contracts and permits related thereto (collectively, the "Seneca Plant"), (ii) fund certain reserves and accounts, and (iii) pay interest, fees and other expenses associated with the credit facility.

E. WestLB asserts liens and security interests in, among other things, (i) substantially all of the assets and property of Seneca (including, without limitation, the Seneca Plant, the Sponsor Support Account (as defined in the Motion) and the Cash Collateral) and all proceeds thereof and (ii) all of the equity in Seneca (collectively, the "Prepetition Collateral") as security for the payment and performance of the Obligations as defined in the Credit Agreement.

F. Subject to the provisions of Paragraph 30 of this Interim Order, which will bind the Debtors' estates by its application on the one hand and provides for certain challenge rights on the other hand, Seneca and the other Debtors hereby admit, stipulate and agree that:

(i) As of the Petition Date the outstanding principal amount of the debt under the Credit Agreement was approximately \$41,000,000, plus all accrued and, to the extent permitted under applicable bankruptcy law, hereafter accruing and unpaid interest, fees and expenses (including all professional fees and other Obligations that are chargeable or reimbursable under the Credit Agreement) now or hereafter due under the Credit Agreement (collectively, "Prepetition Obligations");

(ii) (x) The Credit Agreement and all documents executed and delivered in connection therewith by Seneca, Biosource Fuels, Nova Holding Seneca, LLC, and Technologies and (y) in connection with this Interim Order and the Final Order, Seneca, the Subject Debtors and any other Debtors, are valid and enforceable by WestLB against each Debtor signatory thereto. WestLB duly perfected its liens upon and security interests in the Prepetition Collateral (including, without limitation, the Seneca Plant, the Sponsor Support Account and the Cash Collateral) by, among other things, filing financing statements, mortgages and fixture filings and, where necessary, by entering into control agreements over bank accounts, and by possession of relevant instruments, certificates, and other property. All of such financing statements, mortgages and fixture filings, and control agreements were validly executed by authorized representatives of Seneca and the other Debtor parties thereto. Pursuant to the Credit Agreement and the other Security Documents (as defined in the Credit Agreement), WestLB has valid,

binding, enforceable, non-avoidable and properly perfected first priority security interests in and liens upon all of the Prepetition Collateral;² and

(iii) The Prepetition Liens in the Prepetition Collateral, as security for the Prepetition Obligations, constitute valid, binding, enforceable and fully perfected liens and security interests and are not subject to avoidance, disallowance, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law. The Prepetition Obligations constitute legal, valid, binding, and non-avoidable obligations of Seneca and the other Debtors party thereto. No offsets, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Obligations exist, and no portion of the Prepetition Liens or Prepetition Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (whether equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law. The Debtors and their estates have no valid claims, objections, challenges, causes of actions, and/or choses in action, including without limitation, avoidance claims under Chapter 5 of the Bankruptcy Code, against either WestLB (including in its capacity as a lender under the Credit Agreement) or the Lenders (as defined in the Credit Agreement), if any, or against any of their respective affiliates, agents, attorneys, advisors, professionals, officers, managers, members, directors and employees arising out of, based upon or, related to the Credit Agreement or their respective loans to Seneca. The Debtors irrevocably waive any right to challenge or contest the Prepetition Liens in the Prepetition Collateral, the validity of the Prepetition Obligations, or the Credit Agreements.

² With respect to the Mortgaged Property (as defined in the Credit Agreement) only, WestLB's valid, binding, enforceable, non-avoidable and properly perfected security interests are junior only to the Permitted Liens (as defined in the Credit Agreement).

G. Subject to the provisions of Paragraph 30 of this Interim Order, which will bind the Debtors' estates by its application on the one hand and provides for certain challenge rights on the other hand, Biosource Fuels hereby admits, stipulates and agrees that pursuant to that certain Completion Guaranty Agreement executed by Biosource Fuels in favor of WestLB and dated as of February 22, 2008 (the "Guaranty"), Biosource Fuels has agreed to pay or cause to be paid all Project Costs (as defined in the Guaranty) if and to the extent that there are insufficient funds available to Seneca to cover any Project Completion Deficiency (as defined in the Guaranty) not to exceed \$41,000,000.

H. Pursuant to the Motion, the Debtors have requested authority for Seneca and the Subject Debtors to use a limited amount of Cash Collateral from the Petition Date through the week ending May 1, 2009 in accordance with the terms of this Interim Order, the 13-week interim budget for Seneca (the "Seneca Budget"), and the 13-week interim budget for the Subject Debtors (the "Non-Seneca Budget") attached hereto as Exhibits 1 and 2, respectively, and thereafter in accordance with the terms of the Final Order and any additional budgets approved by WestLB.

I. Seneca and the Subject Debtors have an immediate and critical need to use Cash Collateral in order to preserve and protect the value of their respective assets and estates. In particular, Seneca's access to sufficient liquidity through the use of Cash Collateral is vital to maximizing the value of its assets and its estate. Without the continued use of Cash Collateral in accordance with the terms of this Interim Order, Seneca's and the Subject Debtors' estates and their creditors would suffer immediate and irreparable harm.

J. Good cause has been shown for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2). The relief requested in the Motion is necessary, essential,

and appropriate for the operation of Seneca's and the Subject Debtors' businesses and the management and preservation of their assets. WestLB, on the one hand, and Seneca and the Subject Debtors, on the other hand, have negotiated at arms' length and in good faith regarding Seneca's and the Subject Debtors' use of Cash Collateral to fund their operations during the Budget Period (as defined below). WestLB has agreed to permit Seneca and the Subject Debtors to use its Cash Collateral during the Budget Period, subject to the terms and conditions set forth herein. Entry of this Interim Order is in the best interests of Seneca and the Subject Debtors and their estates. The terms of Seneca's and the Subject Debtors' use of Cash Collateral in accordance with this Interim Order are fair and reasonable under the circumstances.

K. Based on the foregoing, and upon the record made before this Court at the hearing on the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is approved on the terms and conditions set forth in this Interim Order. Any objections to the Motion that have not previously been withdrawn or resolved are hereby overruled on the merits.

2. For purposes of this Interim Order, the term "Cash Collateral" shall be deemed to include, without limitation, all "Cash Collateral" as defined under section 363 of the Bankruptcy Code, all deposits subject to setoff and cash arising from the collection or other conversion to cash of property in which WestLB asserts security interests, liens or mortgages, regardless of: (i) whether such security interests, liens, or mortgages existed as of the Petition Date or arises thereafter pursuant to this Interim Order, and (ii) whether such property converted to cash existed as of the Petition Date or arose thereafter.

I. Seneca's Use of Cash Collateral and Related Matters

3. Seneca is hereby authorized to use the Cash Collateral (excluding the Sponsor Support Account) solely in accordance with the Seneca Budget and the terms of this Initial Order during the period beginning on the date of entry of this Interim Order and ending on May 1, 2009 (the "Budget Period"). Subject to the terms and conditions set forth in this Interim Order, Seneca may use the Cash Collateral to fund its general corporate and working capital requirements and capital expenditures (including, without limitation, Seneca's ongoing administrative expenses in its chapter 11 case), in each case in accordance with the Seneca Budget. For cash management purposes and pursuant to the Order (a) Approving Continued Use of Existing Cash Management Systems, (b) Authorizing Use of Prepetition Bank Accounts and Check Stock, (c) Waiving the Requirements 11 U.S.C. § 345(b) on an Interim Basis, and (d) Granting Administrative Expenses Status to Post Petition Intercompany Transactions, at the beginning of each week during the Budget Period, Seneca Accounts Bank (as that term is defined in the Motion) shall transfer the anticipated cash need in such week's Seneca Budget and Non-Seneca Budget to the Local Operating Account (as that term is defined in the Motion) for use by Seneca and the Subject Debtors consistent with this Order.

4. The Seneca Budget reflects, on a line-item weekly basis, Seneca's anticipated aggregate cash receipts and aggregate necessary and required expenses for the Budget Period. For each four-week rolling period during the Budget Period: (i) the aggregate actual disbursements by Seneca during such period of determination must be no greater than 110% of the corresponding aggregate amount of projected disbursements for such period as set forth in the Seneca Budget, and (ii) the aggregate actual cash receipts collected by Seneca during such period of determination shall not be less than 90% of the aggregate amount of projected

cash receipts for such period as set forth in the Seneca Budget. During such four-week rolling period, Seneca may carry-forward positive variances and balances within line items in the Seneca Budget and reallocate such variances and balances between other line items and other periods in the Seneca Budget. The Seneca Budget may be amended or modified from time to time only with the written consent of WestLB.

5. Except as expressly set forth herein, nothing in the Seneca Budget, the Non-Seneca Budget or this Interim Order shall be deemed or construed as: (i) a finding or admission as to the validity of any claim relating to a budgeted amount; (ii) an agreement or promise by any party in interest to pay any such budgeted claim; or (iii) a waiver of the rights of any party in interest to contest any such claim. Furthermore, nothing in this Interim Order shall authorize the disposition of any assets of Seneca or the Subject Debtors or their estates outside the ordinary course of business, nor authorize the use by Seneca or the Subject Debtors of any proceeds from any such disposition of assets.

6. Seneca and the Subject Debtors shall provide WestLB, so as to actually be received within three (3) business days following the end of each week, draft weekly line-by-line variance reports for the immediately preceding weekly period and on a cumulative basis from the Petition Date to the report date, comparing actual cash receipts and actual cash disbursements to cash receipts and cash disbursements forecasted in the applicable Seneca Budget or Non-Seneca Budget for such period, together with an explanation for such variance. Seneca and the Subject Debtors shall provide WestLB, so as to actually be received within five (5) business days following the end of each week, final versions of such reports.

II. Subject Debtors' Use of Cash Collateral and Related Matters

7. The Subject Debtors are hereby authorized to use Cash Collateral solely in accordance with the Non-Seneca Budget and the terms of this Initial Order during the Budget Period. Pursuant to the terms and conditions set forth in this Interim Order, the Subject Debtors may use the Cash Collateral to fund the specified portions of their general corporate and working capital requirements (including the specified portions of their ongoing administrative expenses in their respective chapter 11 cases), in each case in accordance with the Non-Seneca Budget.

8. The Non-Seneca Budget reflects, on a line-item weekly basis, the Subject Debtors' anticipated aggregate cash receipts and aggregate necessary and required expenses for the Budget Period. For each four-week rolling period during the Budget Period: (i) the aggregate actual disbursements by the Subject Debtors during such period of determination must be no greater than 110% of the corresponding aggregate amount of projected disbursements for such period as set forth in the Non-Seneca Budget, and (ii) the aggregate actual cash receipts collected by the Subject Debtors during such period of determination shall not be less than 90% of the aggregate amount of projected cash receipts for such period as set forth in the Non-Seneca Budget. During such four-week rolling period, the Subject Debtors may carry-forward positive variances and balances within line items in the Non-Seneca Budget and reallocate such variances and balances between other line items and other periods in the Non-Seneca Budget. The Non-Seneca Budget may be amended or modified from time to time only with the written consent of WestLB.

III. Adequate Protection Provisions

A. Adequate Protection Liens and Claims

9. As adequate protection against diminution in the value of WestLB's interests in the Prepetition Collateral, including, without limitation, any such diminution resulting from the use by each of Seneca or the Subject Debtors of the Cash Collateral (any such diminution, the "Adequate Protection Obligations"), WestLB is hereby granted in respect of each of Seneca and each Subject Debtor, pursuant to sections 361 and 363 of the Bankruptcy Code, (i) replacement security interests in and liens upon (collectively, the "Adequate Protection Liens") (a) all of the Prepetition Collateral, (b) all proceeds of the Prepetition Collateral, (c) all assets of Seneca of the same nature and type as the Prepetition Collateral whether presently owned or hereafter acquired by Seneca, and (d) subject to entry of the Final Order and the terms thereof, the proceeds of avoidance actions under sections 544, 547, 548 or 550 of the Bankruptcy Code in Seneca's and the Subject Debtors' chapter 11 cases (the "Avoidance Actions") and (ii) superpriority administrative expense claims under section 507(b) of the Bankruptcy Code for the Adequate Protection Obligations in Seneca's and each of the Subject Debtors' chapter 11 cases (the "Adequate Protection Priority Claim"). The Adequate Protection Liens and the Adequate Protection Priority Claim shall secure the payment of the Adequate Protection Obligations.

10. Except as provided for in Paragraph 15 of this Interim Order, (i) the Adequate Protection Liens shall be junior in priority to the Prepetition Liens, but shall be senior in priority to all other prepetition liens and security interests in the Prepetition Collateral that are already junior to the Prepetition Liens, and (ii) the Adequate Protection Priority Claim shall be

senior in priority to all other administrative expense claims arising under sections 503(b) or 507(b) of the Bankruptcy Code in Seneca's and each of the Subject Debtors' chapter 11 cases.

11. As additional adequate protection, WestLB shall be entitled to (i) the current payment (on a provisional basis and subject to the Prepetition Obligations being determined to be an allowed secured claim pursuant to section 506(b) of the Bankruptcy Code) cash adequate protection payments specified in the Seneca Budget which WestLB shall apply to the Prepetition Obligations in such order as permitted by applicable non-bankruptcy law and the Credit Agreement, and (ii) the current payment of the reasonable fees and expenses of legal counsel and other professionals in accordance with the terms of the Credit Agreement. Professionals for WestLB shall not be required to comply with the U.S. Trustee fee guidelines for payment of fees and expenses, but each professional shall provide copies of its fee and expense statements (redacted for privilege and confidentiality, as appropriate) to counsel for the Debtors, the U.S. Trustee, and counsel for any official committee of creditors of the Debtors appointed in these cases (the "Committee"). All cash payments, including without limitation the adequate protection payments, fees and expenses to WestLB pursuant to this Interim Order shall be provisional in nature and subject to being allowed under section 506(b) of the Bankruptcy Code. To the extent any adequate protection payments are not allowed under section 506(b) of the Bankruptcy Code, and at the time of such disallowance, there is outstanding principal owed by Seneca or any of the other Subject Debtors under the Credit Agreement, such payments shall be applied as payments of principal owed under the Credit Agreement.

12. Seneca, and to the extent applicable, each of the Subject Debtors shall:
(i) deposit all Cash Collateral, as and when received (including any funds held in Seneca's or any Subject Debtors' name in any deposit account as of the Petition Date), to the applicable Project

Accounts and Local Account (as each is defined in the Credit Agreement) to be used in accordance with this Interim Order and the Seneca Budget and Non-Seneca Budget, as applicable; (ii) use the Cash Collateral only to pay the expenses associated with operating Seneca's and the Subject Debtors' businesses and administering their chapter 11 cases in accordance with the terms of this Interim Order, the Seneca Budget and Non-Seneca Budget, as applicable; (iii) provide WestLB with such financial reports as may reasonably be requested by WestLB, including a rolling 13-week report of projected cash flows compared against the applicable Seneca Budget and Non-Seneca Budget line items; (iv) deliver to WestLB and its counsel with a copy of each monthly operating report filed in the Debtors' chapter 11 cases as required by applicable law; and (v) comply with the terms of Sections 7.01(b) (Environmental Matters), 7.01(d)(ii) (Maintenance of the Seneca Plant), 7.01(e) (Payment of Obligations that Could Create Senior Liens) (but only with respect to any material obligations and liabilities of Seneca that if unpaid could result in the creation of a Lien against the Prepetition Collateral (or proceeds thereof) or any other property subject to the Adequate Protection Liens that would be senior to the Adequate Protection Liens or the Prepetition Liens, unless such obligation or liability is subject to a "Contest" (as defined in the Prepetition Credit Agreement)), and 7.01(h) (Preservation of Insurance) of the Credit Agreement.

13. Subject to the terms of Paragraph 30 of this Interim Order, until payment in full of all Prepetition Obligations (i) the Prepetition Liens and the Adequate Protection Liens shall remain valid and enforceable with the same continuing priority as described in this Interim Order, and (ii) the Guaranty shall remain valid and continue to be in full force and effect.

14. Subject to the terms of Paragraph 30 of this Interim Order, the Adequate Protection Liens shall not be subject to challenge and shall attach and become valid, perfected, enforceable, non-avoidable and effective by operation of law as of the Petition Date without any

further action by Seneca, the Subject Debtors or WestLB, and without the necessity of execution by Seneca or the Subject Debtors, or the filing or recordation, of any financing statements, security agreements, vehicle lien applications, mortgages, or other documents. If WestLB hereafter requests that Seneca or any of the Subject Debtors execute and deliver to WestLB financing statements, security agreements, vehicle lien applications, mortgages or other documents reasonably necessary or desirable to further evidence the perfection of the Adequate Protection Liens, each such Debtor is hereby authorized and directed to execute and deliver such financing statements, security agreements, mortgages, collateral assignments, instruments, and documents, and WestLB is hereby authorized to file or record such documents in its discretion, in which event all such documents shall be deemed to have been filed or recorded at the time and on the date of entry of this Interim Order.

15. The Adequate Protection Liens and the Adequate Protection Priority Claims shall be junior in priority to, and subject to the payment of, quarterly fees payable pursuant to 28 U.S.C. § 1930(a)(6).

B. Additional Adequate Protection and Sale Provisions

16. The Debtors shall retain a financial advisor ("Financial Advisor"), subject to Court approval, to assist the Debtors in fulfilling their duties under this Interim Order, including the preparation of appropriate budgets and reports, as well as assisting Seneca and the Subject Debtors with the sale and marketing of the Seneca Plant and other related assets. Seneca shall retain a Financial Advisor, reasonably acceptable to WestLB, throughout the Budget Period and on terms reasonably acceptable to WestLB throughout the Budget Period. WestLB consents

to: (i) the retention of Ocean Park Advisors, the Debtors' current financial advisor, as the financial advisor referred to in this Paragraph, and (ii) the terms of such retention.

17. Seneca shall appoint and retain a chief restructuring officer to oversee, among other things, Seneca's operations, the sale and marketing of the Seneca Plant and Seneca's compliance with this Interim Order. Seneca shall retain a chief restructuring officer, reasonably acceptable to WestLB, throughout the Budget Period and on terms reasonably acceptable to WestLB throughout the Budget Period. WestLB consents to: (i) the appointment of Brent King as Seneca's chief restructuring officer, and (ii) the terms of such appointment. To the extent that the Debtors need to replace Mr. King as chief restructuring officer, the Debtors shall file an appropriate motion with the Court pursuant to section 363 of the Bankruptcy Code.

18. All of Seneca's books and records and all financing and accounting systems and data related to Seneca (collectively, "Books and Records") shall hereby unequivocally be deemed Seneca's property. The Debtors represent that they are currently working on the orderly transition of the Books and Records to Seneca and anticipate that the Books and Records and the computer equipment used to store and access the Books and Records shall be transitioned so that they are physically located at Seneca by May 31, 2009.

19. Seneca and the Subject Debtors covenant to do, or cause to be done, the following (the covenants in this Paragraph 19 scheduled to occur after the hearing on the Final Order shall be subject to the terms of the Final Order):³

(i) After the entry of the Interim Order, the Financial Advisor shall convene bi-weekly meetings with WestLB and its financial advisor to update them on the progress and status of the contemplated sale of the Seneca Plant and related sale issues. For the

³ The following dates are subject to modification by the Court to accommodate its schedule so long as the schedule adopted by the Court is reasonably similar to the deadlines agreed to below by the parties.

avoidance of doubt the meetings will include: (a) discussions of the timing and procedures for conducting management presentations and providing tours of the Seneca Plant to potential buyers that execute appropriate confidentiality agreements, (b) receiving and evaluating written expressions of interest with respect to the Seneca Plant from potential buyers, in each case, in form and substance customary with respect to sales of assets similar to the Seneca Plant, and (c) determining, in consultation with WestLB, the highest or best offer to acquire the Seneca Plant.

(ii) By no later than April 27, 2009, with the assistance, advice and review of the Financial Advisor, to: (a) have prepared and delivered to WestLB a copy of an offering memorandum and other marketing materials (collectively, "Materials"), in form and substance customary with respect to sales of assets similar to the Seneca Plant, which Materials will market the Seneca Plant for sale. (b) have prepared a data room and appropriate forms of confidentiality agreements in respect of the Seneca Plant, in each case, in form and substance customary with respect to sales of assets similar to the Seneca Plant, (c) have prepared and delivered to WestLB lists of potential buyers in respect of the Seneca Plant, and (d) have prepared a management presentation to support the marketing efforts for presentation to potential buyers in form and substance customary with respect to sales of assets similar to the Seneca Plant.

(iii) By no later than May 1, 2009, with the assistance of the Financial Advisor: (a) contact potential buyers for the Seneca Plant, (b) prepare and circulate appropriate confidentiality agreements to potential buyers, and (c) provide access to the data room and distribute the Materials to potential buyers that execute an appropriate confidentiality agreement.

(iv) By no later than July 3, 2009: (a) enter into an agreement with the highest or best offer to acquire the Seneca Plant, (b) file a motion pursuant to 11 U.S.C. § 363 to sell, to the bidder selected through the Bid Procedures (as defined below) and approved by the Court (the "Winning Bidder") for all cash or cash equivalent consideration (except for the credit bid rights specified below): (1) the Seneca Plant free and clear of all liens, claims and interests (other than the assumed obligations), and (2) to assume and assign all of the associated licenses, intellectual property and other executory contracts requested by the Winning Bidder, and (c) file a motion to approve bid procedures, reasonably acceptable to WestLB, that will govern the auction of the Seneca Plant (the "Bid Procedures"). The Bid Procedures shall expressly provide that the Debtors agree, and subject to Paragraph 30 of this Interim Order, the Debtors' estates agree, that WestLB, on behalf of the Lenders, shall have the unqualified right to credit bid and may credit bid up to the full amount of the Prepetition Obligations (with no set-offs, reductions or other defenses) for the Seneca Plant in accordance with the Bid Procedures, and in the case of such a successful credit bid WestLB shall become the Winning Bidder.

(vi) By no later than July 31, 2009, receive an order from the Court:

(a) approving the Bid Procedures in a form reasonably acceptable to WestLB and
(b) establishing an auction of the Seneca Plant, which shall be conducted by Seneca, using its reasonable discretion, as to the rules and procedures for such auction (unless otherwise expressly stated in the Bid Procedures) for the purpose of selecting the Winning Bidder by no later than August 24, 2009 (the "363 Auction").

(vii) By no later than August 31, 2009, receive an order from the Court authorizing the sale of the Seneca Plant to the Winning Bidder and authorize the

assumption by Seneca of the licenses and executory contracts identified by the Winning Bidder and the assignment of the same to the Winning Bidder, if applicable (in form and substance acceptable to Seneca and WestLB, the "Sale Order"). Prior to the selection of the Winning Bidder, the Debtors shall consult with WestLB in an effort to determine the highest or best bid for the Seneca Plant received.

(viii) The sale of the Seneca Plant to the Winning Bidder and the assignment of the designated licenses and executory contracts to the Winning Bidder shall close no later than five (5) business days after the Sale Order becomes a Final Order.⁴

For the avoidance of doubt, the Debtors, in addition to the above process, are free to: (i) seek and propose uses of the Seneca Plant for a fee or other consideration by a toll or in a joint venture pending the disposition of the Seneca Plant during the Budget Period; (ii) seek funding for a plan of reorganization or liquidation in respect of some or all of the Debtors; and (iii) sell or otherwise dispose of Debtor assets, other than those of Seneca and the Subject Debtors, including at the 363 Auction (and if at the 363 Auction upon consultation with WestLB). WestLB reserves all rights related to any of the above potential actions, and nothing provided for herein shall limit in any way the Debtors' obligations or WestLB's rights provided for in this Interim Order.

20. Concurrently with the entry of the Interim Order, each of the Debtors including without limitation Technologies and Biosource America, shall, and hereby do, agree that if the 363 Auction or other disposition of the Seneca Plant results in: (i) a recovery to

⁴ For purposes of this Interim Order, a "Final Order" is an order or judgment of this Court or other court of competent jurisdiction with respect to the subject matter (a) that has not been reversed, stayed, modified or amended and as to which (i) any right to appeal or seek certiorari, review, reargument, stay or rehearing has been waived or (ii) the time to appeal or seek certiorari, review, reargument, stay or rehearing has expired and no appeal or petition for certiorari, review, reargument, stay or rehearing is pending or (b) as to which an appeal has been taken or petition for certiorari, review, reargument, stay or rehearing has been filed and (i) such appeal or petition for certiorari, review, reargument, stay or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, review, reargument, stay or rehearing was sought or (ii) the time to further appeal or seek certiorari, further review, reargument, stay or rehearing has expired and no such further appeal or petition for certiorari, further review, reargument, stay or rehearing is pending.

WestLB of less than the full amount of the then outstanding Obligations or (ii) WestLB or its designee is the Winning Bidder or is otherwise the acquirer of the Seneca Plant, then each such Debtor shall consent: (i) to the assumption by Seneca of the License Agreement between Technologies and Seneca, dated May 1, 2007 (as may have been amended or supplemented, the "Seneca License"), and (ii) to the assignment of the Seneca License, which shall remain fully enforceable pursuant to its existing terms, from Seneca to the Winning Bidder, at the Winning Bidder's election and for no consideration for such assignment that is separate and apart from the relevant purchase price of the Seneca Plant. Any assumption and/or assignment of the License Agreement by Seneca shall be upon proper notice and motion filed with the Court. Each of the Debtors shall execute and enter into any further agreement or assignment or such other and further acts as may be required in connection with the assignment and assumption of the Seneca License.

21. Seneca's and the Subject Debtors' authorization to use Cash Collateral under this Interim Order shall terminate on the earliest to occur of: (i) May 1, 2009, (ii) the dismissal of Seneca's or any of the Subject Debtors' chapter 11 cases or the conversion of any of their chapter 11 cases to a case under chapter 7 of the Bankruptcy Code; (iii) the appointment of a trustee or examiner with expanded powers in Seneca's or the Subject Debtors' chapter 11 case; (iv) the entry of an order reversing, staying, vacating or otherwise modifying in any material respect the terms of this Interim Order; (v) failure by Seneca or any of the Subject Debtors (or for purposes of Paragraph 20 any Debtor or its affiliate) to comply with any material provision of this Interim Order, including, without limitation, any use of Cash Collateral in a manner inconsistent with the Seneca Budget or the Non-Seneca Budget, as applicable, or otherwise contrary to the terms of this Interim Order, or the failure to comply with Paragraphs 16-20

above; (vi) the sale after the Petition Date of any material portion of Seneca's or any Subject Debtors' assets outside the ordinary course of business without the prior written consent of WestLB, which consent may be withheld in its sole discretion, or Court order; and (vii) the failure by Seneca or any of the Subject Debtors to comply with Sections of the Credit Agreement specified in Paragraph 12; provided, however, that if WestLB believes that Seneca or any of the Subject Debtors has failed to comply with any material provision of this Interim Order, WestLB shall so notify Seneca and the Subject Debtors in writing ("Noncompliance Notice") (which Noncompliance Notice shall be delivered to counsel for the Debtors, the U.S. Trustee and counsel for the Committee by facsimile and electronic mail), and Seneca and the Subject Debtors shall have five (5) business days from the delivery of the Noncompliance Notice to cure such asserted noncompliance ("Notice Period"); provided further that, if Seneca or any of the Subject Debtors are unable to cure the asserted noncompliance within the Notice Period, the authorization to use Cash Collateral pursuant to this Interim Order shall terminate on the tenth calendar day following delivery by WestLB of the Noncompliance Notice, without prejudice to the parties' rights to otherwise seek (or oppose) relief from this Court, on an emergency basis or otherwise.

22. The Cash Collateral may not be used: (i) in connection with or to finance any action, suit, arbitration, proceeding, application, motion or other litigation of any type (a) against WestLB or the Lenders or seek relief that would impair the rights and remedies of WestLB or the Lenders under the Credit Documents or this Interim Order, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or the Committee in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment determination, declaration or similar

relief that would impair the ability of WestLB or the Lenders to recover on the Prepetition Obligations or seeking affirmative relief against WestLB or the Lenders, or (b) invalidating, setting aside, avoiding or subordinating, in whole or in part, the Prepetition Liens or the Prepetition Obligations; (ii) for objecting to or challenging in any way the claims, liens, or interests (including the Prepetition Liens) held by or on behalf of WestLB or any Lenders; (iii) for asserting, commencing or prosecuting any claims or causes of action whatsoever, including, without limitation, any actions under Chapter 5 of the Bankruptcy Code, against WestLB or any Lenders; or (iv) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any of the Prepetition Liens or any other rights or interests of West LB or any Prepetition Lender; provided, however, that no more than \$30,000 of the Cash Collateral may be used by the Committee to investigate the Prepetition Liens and the Prepetition Obligations.

23. Prior to expiration of the Budget Period, neither Seneca nor any Subject Debtor shall incur additional indebtedness with claim status equal to or senior to the Prepetition Obligations or Adequate Protection Obligations or liens equal to or senior in priority to the Prepetition Liens or the Adequate Protection Liens. No portion of the Prepetition Collateral (including any Cash Collateral generated after the Petition Date) shall: (i) be used by the Debtors to satisfy administrative expenses in any chapter 11 case other than as provided for in the Seneca Budget or the Non-Seneca Budget, as applicable, or (ii) distributed by Seneca or any Subject Debtors to any of their parent entities or equity holders in the form of an upstream dividend, intercompany loan, or any distribution for less than reasonably equivalent value.

24. Except as otherwise expressly set forth herein, this Interim Order and the transactions contemplated hereby shall be without prejudice to (i) the rights of WestLB to seek

additional adequate protection or the right of Seneca or the Subject Debtors to oppose such requests, (ii) the rights of Seneca or the Subject Debtors to seek the continuing use of Cash Collateral, or (iii) the rights of WestLB to at any time seek to terminate Seneca's or any of the Subject Debtors' authority to use Cash Collateral or the right of Seneca or the Subject Debtors to oppose such requests.

25. The provisions of this Interim Order shall be binding upon and inure to the benefit of WestLB, Seneca, and the Subject Debtors, and their respective successors and assigns (including, without limitation, any trustee or other fiduciary hereafter appointed for or on behalf of Seneca's or any of the Subject Debtors' estates or with respect to their property). Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary. The provisions of this Interim Order and any actions taken pursuant hereto shall survive the entry of any order:

(i) confirming any plan of reorganization in Seneca's or any of the Subject Debtors' chapter 11 cases; (ii) converting any of such chapter 11 cases to cases under chapter 7 of the Bankruptcy Code; or (iii) dismissing any of such chapter 11 cases. For the avoidance of doubt, nothing in this Interim Order shall be deemed to constitute an acknowledgment or finding regarding the extent to which the claims asserted by WestLB are secured claims within the meaning of section 506(a) of the Bankruptcy Code.

26. Subject to appropriate terms, including, without limitation professional fee and expense carveouts, entry of the Final Order and the terms thereof shall provide that: (i) Seneca and the Subject Debtors shall irrevocably waive and shall not assert any surcharge claim, under section 506(c) of the Bankruptcy Code or otherwise, for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by WestLB

upon, the Prepetition Collateral or any collateral granted to WestLB under this Interim Order, (ii) WestLB shall not be subject to the equitable doctrine of marshaling or any similar doctrine with respect to the Prepetition Collateral, and (iii) WestLB shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code.

27. Subject to entry of the Final Order and the terms thereof, Seneca and the Subject Debtors shall irrevocably waive and shall not assert any claim or right under sections 552 or 726 of the Bankruptcy Code seeking to avoid the imposition of the Prepetition Liens or the Adequate Protection Liens on any property acquired by Seneca or any Subject Debtor or any of their estates.

28. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by WestLB, that the adequate protection granted herein does in fact adequately protect WestLB against any diminution in value of their respective interests in the Prepetition Collateral (including the Cash Collateral). Furthermore, nothing herein shall preclude WestLB or the Lenders from seeking additional adequate protection of their interests in the Prepetition Collateral.

V. Miscellaneous Provisions

29. If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacation or stay shall not affect (i) the validity of any Adequate Protection Obligations incurred prior to the actual receipt by WestLB of written notice of the effective date of such reversal, modification, vacation or stay, or (ii) the validity or enforceability of any claim, lien, security interest or priority authorized or created hereby with respect to any Adequate Protection Obligations. Notwithstanding any such reversal, modification, vacation or stay, any use of Cash Collateral or the incurrence of Adequate

Protection Obligations by Seneca or the Subject Debtors prior to the actual receipt by WestLB of written notice of the effective date of such reversal, modification, vacation or stay, shall be governed in all respects by the provisions of this Interim Order, and WestLB shall be entitled to all of the benefits and protections granted pursuant to this Interim Order with respect to all uses of Cash Collateral and the incurrence of Adequate Protection Obligations by Seneca and/or the Subject Debtors.

30. The stipulations and admissions contained in this Interim Order, including, without limitation, in recital Paragraphs F and G of this Interim Order, shall be binding on all parties in interest, including, without limitation, each of the Debtors' estates, as applicable, and the Committee, unless, and solely to the extent that, (i) the Committee or another party in interest (other than any of the Debtors) with requisite standing granted by Order of this Court (including without limitation, the Final Order) has timely and properly commenced an adversary proceeding or contested matter (as applicable, in each case subject to the limitations set forth in Paragraph 22 hereof) challenging the amount, validity, or enforceability of any portion of the Prepetition Obligations, or the perfection or priority of the Prepetition Liens in any of the Prepetition Collateral, or otherwise asserting any specific claims or causes of action on behalf of Seneca's or a Subject Debtors' estate against WestLB relating to the Prepetition Obligations, no later than the earlier of (a) seventy-five (75) days from the Petition Date and (b) sixty (60) days after the date of appointment of the Committee, and (ii) the Court rules in favor of the plaintiff in any such timely filed adversary proceeding or contested matter. If no such adversary proceeding or contested matter is timely commenced as of such date or if such adversary proceeding or contested matter is timely commenced and prosecuted to judgment and further if at such time the Court does not rule in favor of the plaintiff in any such timely filed adversary proceeding or

contested matter and such judgment or order of the Court is not stayed, then without further order of the Court, (i) the claims, liens and security interests of WestLB shall be deemed to be finally allowed for all purposes in this chapter 11 case and any subsequent chapter 7 case and shall not be subject to challenge by any party in interest as to validity, priority or otherwise, and (ii) Seneca and each of the Debtors and their respective estates shall be deemed to have released any and all claims or causes of action against WestLB or the Lenders with respect to the Prepetition Credit Agreements or any related transactions.


31. WestLB is authorized (but not required) to file a master proof of claim against all or any of the Debtors (the "Master Proof of Claim") on behalf of itself and the other Lenders on account of the Prepetition Obligations. WestLB shall not be required to file a verified statement pursuant to Bankruptcy Rule 2019. If WestLB files a Master Proof of Claim against a particular Debtor, then WestLB, in each of its capacities under the Credit Agreement, and each Lender, and each of their respective successors and assigns, shall be deemed to have filed a proof of claim in the amount set forth opposite its name therein in respect of its claims against the applicable Debtor arising under the Credit Agreement, and the claims of WestLB and each Lender, and their respective successors and assigns, named in the Master Proof of Claim shall be allowed or disallowed as if such entity had filed a separate proof of claim in each Chapter 11 Case in the amount set forth opposite each name listed in the Master Proof of Claim. WestLB shall further be authorized to amend any of the Master Proof of Claim from time to time to, among other things, reflect a change in the holders of the claims set forth therein or a reallocation among such holders of the claims asserted therein resulting from any transfer of such claims. The provisions set forth in this paragraph and any Master Proof of Claim filed pursuant to the terms hereof are intended solely for the purpose of administrative convenience and shall

not affect the substantive rights of any party in interest or their respective successors in interest, including, without limitation, the rights of WestLB and each Lender as the holder of a claim against one or more of the Debtors under applicable law.

32. The Final Hearing is scheduled for ~~April 30~~ 2009 at ~~10:00~~ a.m. (prevailing Eastern Time) before this Court. The Debtors shall promptly serve a notice of the Final Hearing, together with a copy of this Interim Order, by first class mail, postage prepaid, upon (i) all parties who received notice of the Hearing and (ii) all other parties that have requested notice pursuant to Bankruptcy Rule 2002. The notice of the entry of this Interim Order and the Final Hearing shall state that objections to final approval of the Motion shall be filed with the United States Bankruptcy Court for the District of Delaware by no later than 4:00 p.m. (prevailing Eastern Time) on ~~April 24~~, 2009 (the "Objection Deadline"), which objections shall be served so that the same are actually received before the Objection Deadline by counsel to the Debtors and counsel to WestLB.

33. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Interim Order.

Dated: April 1, 2009


The Honorable Kevin Gross
United States Bankruptcy Judge