

EXHIBIT “A”

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

In re)	
)	Chapter 11
QHB HOLDINGS LLC, <u>et al.</u> , ¹)	Case No. 09-14312 ()
)	
Debtors.)	Jointly Administered
)	

**INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362 AND 363
AND RULES 2002, 4001 AND 9014 OF THE FEDERAL RULES OF BANKRUPTCY
PROCEDURE (1) AUTHORIZING USE OF CASH COLLATERAL BY THE
DEBTORS, (2) PROVIDING FOR ADEQUATE PROTECTION, (3) MODIFYING
THE AUTOMATIC STAY AND (4) SCHEDULING A FINAL HEARING ON
USE OF CASH COLLATERAL AND DIP FINANCING**

THIS MATTER having come before this Court upon the motion (the “Motion”) by QHB Holdings LLC (“QHB Holdings”) and its affiliated debtors, each as debtors and debtors in possession (collectively, the “Debtors”), in the above captioned chapter 11 cases (collectively, the “Cases”), seeking, among other things, entry of an interim order (this “Interim Order”):

(i) Pursuant to section 363 of title 11 of the United States Code (as amended, the “Bankruptcy Code”), authorizing the Debtors’ use of “cash collateral” as such term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”) in which the Pre-Petition Secured Parties (as defined below) have an interest;

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Generation Brands Holdings, Inc. (0247), Quality Home Brands Holdings LLC (0532), QHB Holdings LLC (0554), Generation Brands LLC (1825), Murray Feiss Import LLC (0556), Locust GP LLC (0565), LPC Management, L.L.C. (3596), Light Process Company, L.P. (2730), Sea Gull Lighting Products LLC (8003), Woodco LLC (1169), Tech L Enterprises, Inc. (7690), Tech Lighting L.L.C. (2152), LBL Lighting LLC (1784), and Tech L Holdings, Inc. (0613).

(ii) Granting, pursuant to sections 361 and 363(e) of the Bankruptcy Code, to the Pre-Petition Agents (as defined below), for the benefit of the Pre-Petition Secured Parties, the Adequate Protection Replacement Liens and Adequate Protection Superpriority Claims (each as defined below), to the extent of any Diminution in Value (as defined below) of the Pre-Petition Agents' interests in the Pre-Petition Collateral (as defined below), and having the priorities set forth in this Interim Order;

(iii) Modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of this Interim Order;

(iv) Scheduling a final hearing (the "Final Hearing") to consider entry of the Final Order (as defined below) granting the relief requested in the Motion on a final basis, including final approval of the Debtors' use of Cash Collateral and entry into a superpriority senior secured post-petition credit facility more fully described in the Motion, and approving the form of notice with respect to the Final Hearing; and

(v) Waiving any applicable stay (including under Rule 6004 of the Federal Rules of Bankruptcy Procedure) and providing for immediate effectiveness of this Interim Order.

The Bankruptcy Court having considered the Motion, the Affidavit of Daniel S. Macsherry in Support of First Day Motions and Applications (the "First Day Affidavit") and the evidence submitted at the hearing on this Interim Order (the "Interim Hearing"); and in accordance with Rules 2002, 4001(b) and (d), and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), due and proper notice of the Motion and the Interim Hearing having been given; an Interim Hearing

having been held and concluded on December ___, 2009; and it appearing that approval of the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors pending the Final Hearing and otherwise is fair and reasonable and in the best interests of the Debtors, their creditors, their estates and their equity holders, and is essential for the continued operation of the Debtors' business; and all objections, if any, to the entry of this Interim Order having been withdrawn, resolved or overruled by this Court; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. **Petition Date.** On December 4, 2009 (the "Petition Date"), the Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (the "Court"). The Debtors have continued in the management and operation of their business and property as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Cases.

B. **Jurisdiction and Venue.** This Court has jurisdiction over these proceedings, pursuant to 28 U.S.C. §§ 157(b) and 1334, and over the persons and property affected hereby. Consideration of the Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). Venue for the Cases and proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

C. **Committee Formation.** A statutory committee of unsecured creditors has not been appointed in the Cases.

D. **Notice.** The Interim Hearing has been held pursuant to the authorization of Bankruptcy Rule 4001 and Local Rule 4001-2. Notice of the Interim Hearing and the emergency relief requested in the Motion has been provided by the Debtors, whether by telecopy, email, overnight courier or hand delivery on December ___, 2009, to certain parties in interest, including: the Pre-Petition Agents (as defined below) and their counsel, counsel to Apollo Investment Corporation, the Debtors' 30 largest unsecured creditors on a consolidated basis (including counsel if known), all parties requesting notices pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure, counsel for any official committee(s), the Office of the United States Trustee, the Internal Revenue Service, counsel to the proposed DIP Agent (as defined in the Motion), and the Securities and Exchange Commission. Such notice of the Interim Hearing and the relief requested in the Motion is due and sufficient notice and complies with sections 102(1) and 363(c) of the Bankruptcy Code, Bankruptcy Rules 2002, 4001(b), 4001(d) and the local rules of the Bankruptcy Court.

E. **Debtors' Acknowledgements and Agreements.** The Debtors admit, stipulate, acknowledge and agree that:

(i) **Pre-Petition Financing Agreements.** Prior to the commencement of the Cases, certain of the Debtors were party to (A) that certain First Lien Credit Agreement, dated as of June 20, 2006, (as amended, the "Pre-Petition First Lien Facility"), which provided for, among other things, certain revolving loans (the "Pre-Petition Revolving Loans") and other extension of credit, by and among Quality Home Brands Holdings LLC (the "Borrower"), QHB Holdings, the lenders party thereto (the "First Lien Lenders"), BNP Paribas, as successor administrative agent and collateral agent (in such capacities, the "First Lien Agent" and, together with the First Lien Lenders, the "Pre-Petition First Lien Secured Parties"), and (B) that certain Second Lien Credit Agreement, dated as of June 20, 2006, (as amended, the "Pre-Petition Second Lien Facility," and together with the Pre-Petition First Lien Facility, the "Pre-Petition Facilities") by and among the Borrower, QHB Holdings, the lenders party thereto (the "Second Lien Lenders" and together with the Pre-Petition First Lien Secured Parties, the "Pre-Petition Secured Parties"), and The Bank of New York, as successor administrative agent and collateral agent (together with the First Lien Agent, the

“Pre-Petition Agents”), (C) that certain Intercreditor Agreement, dated as of June 20, 2006 (the “Intercreditor Agreement”) by and among the Borrower and the Pre-Petition Agents and (D) all other agreements, documents, notes, certificates, and instruments executed and/or delivered with, to, or in favor of Pre-Petition Secured Parties, including, without limitation, security agreements, guaranties, and UCC financing statements and all other related agreements, documents, notes, certificates, and instruments executed and/or delivered in connection therewith or related thereto (collectively, as amended, modified or supplemented and in effect, and together with the Pre-Petition First Lien Facility, the Pre-Petition Second Lien Facility and the Intercreditor Agreement, the “Pre-Petition Financing Agreements”).

(ii) **Pre-Petition Debt Amount.** As of the Petition Date, the Debtors were indebted under the Pre-Petition Financing Agreements in the approximate principal amount of (a) approximately \$231.1 million on account of outstanding term loans, plus approximately \$8.2 million on account of outstanding Pre-Petition Revolving Loans, under the Pre-Petition First Lien Facility (excluding certain interest and other charges that continue to accrue) (the “Pre-Petition First Lien Debt”); (b) approximately \$101.2 million on account of term loans outstanding under the Pre-Petition Second Lien Facility (together with the Pre-Petition First Lien Debt, the “Pre-Petition Secured Debt”); and (c) approximately \$54.7 million (including accrued and unpaid interest) on account of amounts outstanding under the Senior Notes (as defined in the Motion).

(iii) **Pre-Petition Collateral.** To secure the Pre-Petition Secured Debt, the Debtors granted security interests and liens (the “Pre-Petition Liens”) to the Pre-Petition Secured Parties, to the fullest extent described in the Pre-Petition Financing Agreements, upon (a) all Accounts; (b) all Chattel Paper; (c) all Deposit Accounts; (d) all Documents; (e) all Equipment (whether or not constituting Fixtures); (f) all General Intangibles; (g) all Instruments; (h) all Intellectual Property, to the extent of each Grantor’s right, title or interest therein (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed); (i) all Inventory; (j) all Investment Property; (k) all Letter-of-Credit Rights; (l) all Money; (m) all Vehicles and certificates of title with respect to Vehicles; (n) all Commercial Tort Claims; (o) all Capital Stock (other than any Capital Stock in excess of 65% of the total outstanding Capital Stock of any Excluded Foreign Subsidiary), Goods, insurance and other personal property not otherwise described above; (p) all Supporting Obligations and products of any and all of the foregoing and all Guarantee Obligations, Liens and claims supporting, securing or in any respect relating to any of the foregoing; (q) all books and records (regardless of medium) pertaining to any of the foregoing; and (r) all existing mortgages and interests in real property, and (s) all Proceeds of any of the foregoing (each as defined in the Pre-Petition Financing Agreements) (collectively, the “Pre-Petition Collateral”),

with priority over all other liens except any liens which are valid, properly perfected, unavoidable, and senior to the Pre-Petition Liens (the “Priority Liens”).

(iv) **Pre-Petition Liens.** As of the Petition Date, the Debtors believe that (a) the Pre-Petition Liens are valid, binding, and enforceable liens, subject only to any Priority Liens and are not subject to avoidance, recharacterization or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law, (b) the Pre-Petition Secured Debt constitutes legal, valid and binding obligations of the Debtors, enforceable in accordance with the terms of the Pre-Petition Financing Agreements (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), no offsets, defenses or counterclaims to any of the Pre-Petition Secured Debt exists, and no portion of the Pre-Petition Secured Debt is subject to avoidance, recharacterization or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law, (c) the Pre-Petition Secured Debt constitutes allowable claims, secured to the extent of the value of any applicable collateral, and (d) they do not possess and will not assert any claim, counterclaim, setoff or defense of any kind, nature or description which would in any way affect the validity, enforceability and non-avoidability of any of the Pre-Petition Financing Agreements or the Pre-Petition Liens, or any claim of the Pre-Petition Secured Parties pursuant to the Pre-Petition Financing Agreements.

(v) **Cash Collateral.** The Pre-Petition Secured Parties have a security interest in certain of the Cash Collateral, including all amounts on deposit in the Debtors’ banking, checking, or other deposit accounts and all proceeds of Pre-Petition Collateral, to secure the Pre-Petition Secured Debt and, respectively, to the same extent and order of priority as that which was held by such party pre-petition.

F. **Need for Use of Cash Collateral Pending the Final Hearing and Entry of the Final Order.** An immediate need exists for the Debtors to use Cash Collateral in order to continue operations and to administer and preserve the value of their estates. The ability of the Debtors to finance their operations, to preserve and maintain the value of their assets and maximize a return for all creditors requires their use of the Cash Collateral, authorization of which is necessary to avoid immediate and irreparable harm to the Debtors, their estates, their creditors and equity holders and the possibility of a successful reorganization or sale of the Debtors’ assets as a going concern or otherwise.

G. **Prior Liens.** Nothing herein shall constitute a finding or ruling by this Court that any Pre-Petition Liens or Existing Senior Liens (as defined below) are valid, senior, perfected or unavoidable. Moreover, nothing shall prejudice (A) the rights of any party in interest including, but not limited to, the Debtors and any committee appointed pursuant to section 1102 of the Bankruptcy Code to challenge the validity, priority, perfection and extent of any Existing Senior Liens or the value of the Pre-Petition Collateral, or (B) the rights of any committee appointed pursuant to section 1102 of the Bankruptcy Code or such other party with standing to do so to challenge the validity, priority, perfection and extent of the Pre-Petition Liens as set forth in this Interim Order.

H. **Use of Cash Collateral.** The Cash Collateral shall be used, in each case in a manner consistent with the terms and conditions of this Interim Order, and in accordance with the Approved Budget (as defined below), solely (a) to fund the Cases, and (b) for working capital and other corporate purposes of the Borrower.

I. **Adequate Protection for Pre-Petition Secured Parties.** As a result of the subordination to the Carve Out (as defined below), and the use of Cash Collateral authorized herein, the Pre-Petition Secured Parties are entitled to receive adequate protection pursuant to sections 361, 362 and 363 of the Bankruptcy Code for any diminution in the value (“Diminution in Value”) of their respective interests in the Pre-Petition Collateral (including Cash Collateral) resulting therefrom and from the imposition of the automatic stay or the Debtors’ use, sale or lease of the Pre-Petition Collateral (including Cash Collateral) during the Cases. As adequate protection, the Pre-Petition Agents (for the benefit of the Pre-Petition Secured Parties) will receive, as the case may be: (1) the Adequate Protection Replacement Liens, (2) the Adequate Protection Superpriority Claims, and (3) the Adequate Protection Payments (as defined below).

J. **Business Judgment and Good Faith.** The terms and conditions for the use of the Cash Collateral are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration; the use of the Pre-Petition Secured Parties' Cash Collateral was negotiated in good faith and at arms' length between the Debtors and the First Lien Agent on behalf of the Pre-Petition First Lien Secured Parties; and use of the Cash Collateral will be in good faith, and for valid business purposes and uses.

K. **Relief Essential; Best Interest.** The relief requested in the Motion (and as provided in this Interim Order) is necessary, essential, and appropriate for the continued operation of the Debtors' business and the management and preservation of the Debtors' assets and personal property. It is in the best interest of the Debtors' estates that the Debtors be allowed to use the Cash Collateral.

L. **Entry of Interim Order.** For the reasons stated above, the Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2).

NOW, THEREFORE, on the Motion of the Debtors and the record before this Court with respect to the Motion, and with the consent of the Debtors and the First Lien Agent on behalf of the Pre-Petition First Lien Secured Parties to the form and entry of this Interim Order, and good and sufficient cause appearing therefor,

IT IS ORDERED that:

1. **Motion Granted.** The Motion is granted, and the use of Cash Collateral is authorized on an interim basis, in accordance with the terms and conditions set forth in this Interim Order.

2. **Authorization to Use Cash Collateral.** Pursuant to the terms and conditions of this Interim Order (and subject to the Debtors' rights under paragraph 9 hereof) and in accordance with the budget attached as Exhibit "A" hereto (as the same may be modified, supplemented, or updated from time to time with the approval of the First Lien Agent and the Debtors, the "Approved Budget"), each Debtor is authorized to use Cash Collateral during the period commencing immediately after the entry of this Interim Order and terminating on the earliest of (i) the thirtieth (30th) day after the Petition Date, (ii) the date the Final Order shall be entered or (iii) the third business day after the First Lien Agent delivers to the Borrower written notice of the occurrence of an Event of Default (as defined below); provided, however, that during such period the Debtors shall comply with the provisions of Sections 7.1(c), 7.2(e), 7.2(i), 7.2(j), 7.2(k), 7.2(m), 7.3, 7.4, 7.5, 7.6, 7.7, 7.8 and 7.12, and Sections 8.1(b), 8.1(c) (provided, that for purposes of such compliance under this Interim Order, the amount set forth in Section 8.1(c) shall be changed to \$5,000,000), and 8.2 through 8.17 of the DIP Credit Agreement (as defined in the Motion) as if such agreement were in full force and effect, subject and without prejudice in all cases to the Debtors' right to seek a further order of the Court authorizing continued use of Cash Collateral on these or different terms and the right of the Pre-Petition Secured Parties to object to any such request on any basis. Nothing in this Interim Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business or other proceeds resulting therefrom, except in accordance with this Interim Order and the Approved Budget.

3. **Adequate Protection for Pre-Petition Secured Parties.** As adequate protection for any Diminution in Value of the interests of the Pre-Petition Secured Parties in the

Pre-Petition Collateral (including Cash Collateral) the Pre-Petition Agents for the benefit of the Pre-Petition Secured Parties shall receive, as the case may be, adequate protection as follows:

(a) **Adequate Protection Replacement Liens.** Solely to the extent of the Diminution in Value of the interests of the Pre-Petition Secured Parties in the Pre-Petition Collateral, subject to the terms and conditions set forth below, pursuant to sections 361 and 363(e) of the Bankruptcy Code, effective and perfected upon the date of this Interim Order and without the necessity of the execution, recordation or filing by the Debtors of security agreements, control agreements, pledge agreements, mortgages, financing statements or other similar documents, additional and replacement security interests in and liens on (all such liens and security interests granted to the Pre-Petition Agents for the benefit of the respective Pre-Petition Secured Parties pursuant to this Interim Order, the “Adequate Protection Replacement Liens”) all pre-petition and post-petition assets and property of the Debtors, whether existing on the Petition Date or thereafter acquired, including, without limitation, accounts, deposit accounts, cash, chattel paper, investment property, letter-of-credit rights, securities accounts, commercial tort claims, investments, instruments, documents, inventory, contract rights, general intangibles, intellectual property, real property, fixtures, goods, equipment and other fixed assets and proceeds and products of all of the foregoing (including insurance proceeds) (all such property being collectively referred to as the “Replacement Collateral”); provided, however, that in no event shall the Replacement Collateral include any pledge in excess of 65% of the total outstanding Capital Stock of any Excluded Foreign Subsidiary (each as defined in the Pre-Petition Financing Agreements) (if adverse tax consequences could result to the Debtors), or any avoidance actions under chapter 5 of the Bankruptcy Code (including, for the avoidance of doubt, under any similar state law by use of the strong arm powers of section 544 of the

Bankruptcy Code) or the proceeds thereof. The Adequate Protection Replacement Liens shall be junior only to any valid and perfected liens on the Replacement Collateral in existence on the Petition Date that were permitted by the Pre-Petition First Lien Facility and are senior thereto under applicable law, or to valid liens in existence on the Petition Date or perfected thereafter as permitted by section 546(b) of the Bankruptcy Code, if any (in each case, other than liens securing the Pre-Petition Facilities) (the “Existing Senior Liens”) and to the Carve Out. The Adequate Protection Replacement Liens of the First Lien Agent for the benefit of the Pre-Petition First Lien Secured Parties shall be senior and prior to the Adequate Protection Replacement Liens in respect of the Pre-Petition Secured Parties under the Pre-Petition Second Lien Facility. Except as otherwise permitted by this Interim Order, the Adequate Protection Replacement Liens shall not be subject or subordinate to (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (B) any liens arising after the Petition Date including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of any Debtor.

(b) **Adequate Protection Superpriority Claims**. Solely to the extent of the Diminution in Value of the interests of the Pre-Petition Secured Parties in the Pre-Petition Collateral, the Pre-Petition Secured Parties shall have an allowed superpriority administrative expense claim (the “Adequate Protection Superpriority Claims”) which shall have priority, except with respect to (i) any Court-approved priming debtor-in-possession credit facility (without prejudice to the right of the Pre-Petition Secured Parties to object thereto on any basis), (ii) Existing Senior Liens, and (iii) the Carve Out, in all of the Cases under sections 503(b) and 507(b) of the Bankruptcy Code and otherwise over all administrative expense claims and

unsecured claims against the Debtors and their estates, now existing or hereafter arising, of any kind or nature whatsoever including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726, 1113, and 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment. Payment of the Adequate Protection Superpriority Claims granted to the First Lien Agent for the benefit of the Pre-Petition First Lien Secured Parties shall have priority over the Adequate Protection Superpriority Claims granted in respect of the Pre-Petition Second Lien Facility. Other than the Carve Out, and as otherwise permitted by this Interim Order, no costs or expenses of administration, including, without limitation, professional fees allowed and payable under Bankruptcy Code sections 328, 330, and 331, or otherwise, that have been or may be incurred in these proceedings, or upon the conversion of any of the Cases to a case under chapter 7 of the Bankruptcy Code, or in any Successor Cases (as defined below), and no priority claims are, or will be, senior to, prior to or on a parity with the Adequate Protection Superpriority Claims. The Adequate Protection Superpriority Claims granted to the Pre-Petition Secured Parties may be impaired pursuant to any chapter 11 plan or plans (any "Plan") confirmed in the Cases with the vote of sufficient holders of such claims that satisfies the requirements of section 1126 of the Bankruptcy Code.

(c) **Adequate Protection Payments.** The Pre-Petition First Lien Secured Parties shall also receive during the term of this Interim Order adequate protection in the form of interest payments under the Pre-Petition First Lien Facility at the non-default rate (including any LIBOR pricing option) and on the non-default interest payment dates specified in the Pre-Petition First Lien Facility and other applicable payments under section 11.5(a) of the

Pre-Petition First Lien Facility on the dates specified in the Pre-Petition First Lien Facility (the “Adequate Protection Payments”).

(d) **Adequate Protection Upon Sale of Collateral.** Upon the sale of any Pre-Petition Collateral pursuant to section 363 of the Bankruptcy Code, any such Pre-Petition Collateral shall be sold free and clear of the Pre-Petition Liens and the Adequate Protection Replacement Liens, provided, however, that such Pre-Petition Liens shall attach to the proceeds of any such sale in the order, manner, and priority as set forth in this Interim Order.

4. **Section 507(b) Reservation.** Nothing herein shall impair or modify the Pre-Petition Secured Parties’ rights under section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Pre-Petition Secured Parties hereunder is insufficient to compensate for the Diminution in Value of the interests of the Pre-Petition Secured Parties in the Pre-Petition Collateral during the Cases or any Successor Case, provided, however, that any section 507(b) claim granted in the Cases to the Pre-Petition Secured Parties shall be subject to the Carve Out.

5. **Post-Petition Lien Perfection.** This Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Adequate Protection Replacement Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement or securities account control agreement) to validate or perfect the Adequate Protection Replacement Liens or to entitle the Adequate Protection Replacement Liens to the priorities granted herein. Notwithstanding the foregoing, the First Lien Agent may, in its sole discretion, file such financing statements, mortgages,

security agreements, notices of liens and other similar documents, and are hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, mortgages, security agreements, notices and other agreements or documents shall be deemed to have been filed or recorded at the time and on the date of the commencement of the Cases. The Debtors shall execute and deliver to the First Lien Agent all such financing statements, mortgages, notices and other documents as the First Lien Agent may reasonably request to evidence, confirm, validate or perfect, or to insure the contemplated priority of, the Adequate Protection Replacement Liens granted pursuant hereto. The First Lien Agent, in its discretion, may file a photocopy of this Interim Order as a financing statement with any recording officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which any Debtor has real or personal property, and in such event, the subject filing or recording officer shall be authorized to file or record such copy of this Interim Order.

6. **Payment of Compensation.** Nothing herein shall be construed as consent to the allowance of any professional fees or expenses of any of the Debtors, of any official committee or of any person or shall affect the right of the First Lien Agent to object to the allowance and payment of such fees and expenses or to permit the Debtors to pay any such amounts not set forth in the Approved Budget.

7. **Carve Out.** The Debtors are authorized to use Cash Collateral to pay amounts included in the Carve Out. “Carve Out” means, on and after delivery of written notice by the First Lien Agent to the Borrower that an Event of Default has occurred and is continuing and the First Lien Agent desires to trigger the Carve Out (a “Carve Out Trigger Notice”), the payment of (x) allowed and unpaid professional fees and disbursements incurred by the Debtors,

on or after the date of delivery of the Carve Out Trigger Notice in an aggregate amount not in excess of \$500,000, plus the amount of unpaid professional fees and expenses incurred by the Debtors prior to the date of delivery of the Carve Out Trigger Notice and (y) any fees pursuant to 28 U.S.C. § 1930; provided that, without prejudice to any of the rights of the Debtors after the expiry of this Interim Order, no portion of the Carve Out shall be utilized for the payment of professional fees and disbursements incurred in connection with any challenge to the amount, extent, priority, validity, perfection or enforcement of the indebtedness of the Debtors owing to the Pre-Petition First Lien Secured Parties or indemnified parties under the Pre-Petition First Lien Facility or to the collateral securing the Pre-Petition First Lien Facility. The Debtors shall be permitted to use Cash Collateral to pay compensation and reimbursement of expenses allowed and payable under 11 U.S.C. § 330 and 11 U.S.C. § 331, as the same may be due and payable, and so long as no Event of Default shall have occurred and be continuing the same shall not reduce the Carve Out. The foregoing shall not be construed as a consent to the allowance of any fees and expenses referred to above and shall not affect the right of the First Lien Agent to object to the allowance and payment of such amounts.

8. **Events of Default.** The occurrence of any of the following events, shall constitute an event of default (each, an “Event of Default”):

(a) any of the Cases shall be dismissed or converted to a case under chapter 7 of the Bankruptcy Code or any Debtor shall file a motion or other pleading seeking the dismissal of any of the Cases under section 1112 of the Bankruptcy Code or otherwise; or a trustee under chapter 7 or chapter 11 of the Bankruptcy Code, a responsible officer, or an examiner with enlarged powers relating to the operation of the business (powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code) under section 1106(b) of the

Bankruptcy Code, shall be appointed in any of the Cases, unless consented to by the First Lien Agent; or

(b) QHB Holdings' board of directors shall authorize a liquidation of the Borrower's business; or

(c) the Debtors shall fail to comply with any material terms of this Interim Order; or

(d) The Debtors shall fail to observe or perform the covenants set forth in Sections 7.1(c), 7.2(e), 7.2(i), 7.2(j), 7.2(k), 7.2(k), 7.2(m), 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, and 7.12 and Sections 8.1(b), 8.1(c) (provided, that for purposes of such compliance under this Interim Order, the amount set forth in Section 8.1(c) shall be changed to \$5,000,000), and 8.2 through 8.17 of the DIP Credit Agreement; or

(e) the entry of an order in the Cases (other than the entry of the Final Order with the consent of the First Lien Agent), which order constitutes a stay, modification, appeal or reversal of this Interim Order or which otherwise affects the effectiveness of this Interim Order, provided that no Event of Default shall occur under this clause (e) to the extent that any such modification is not adverse, in the reasonable judgment of the First Lien Agent, to the rights and interests of the Pre-Petition First Lien Secured Parties under this Interim Order; or

(f) the Bankruptcy Court shall enter an order or orders in the Cases granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code to the holder or holders of any security interest (other than the security interests of the First Lien Agent or the Pre-Petition First Lien Secured Parties to the extent granted in this Interim Order) in any assets of any Debtor allowing such holder or holders to foreclose or otherwise realize upon any such security interests which assets have an aggregate value in excess of \$500,000; or

(g) this Interim Order shall cease to be in full force and effect and a final order in substantially the form attached to the Motion as Exhibit “B” (the “Final Order”) shall not have been entered or deemed to have been entered prior to such cessation, or the entry of the Final Order shall not have occurred within 30 days after the Petition Date; or

(h) any Debtor shall make any payment (including “adequate protection” payments) on or in respect of any pre-Petition Date indebtedness or obligations other than (i) the Pre-Petition First Lien Secured Debt, (ii) as permitted under this Interim Order or the other first day orders in the Cases, (iii) sales taxes and employee withholding taxes which have been collected by such Debtor but not yet paid and (iv) as required under section 365(b) of the Bankruptcy Code in connection with the assumption of leases and contracts; or

(i) this Court shall abstain from hearing any Case, or any Debtor shall so move or shall support any motion brought by any third party seeking such relief; or

(j) unless the First Lien Agent otherwise expressly agrees in writing, the filing of any motion to obtain credit from any party other than the First Lien Agent or the First Lien Lenders.

9. **Effect of Event of Default.**

(a) Immediately following the third business day after the giving of written notice by the First Lien Agent of the occurrence of any Event of Default, the Debtors shall have no right to use any Cash Collateral (other than towards the Carve Out) under this Interim Order. Following the giving of written notice by the First Lien Agent of the occurrence of an Event of Default, the Debtors shall be entitled to an emergency hearing before this Court. The Debtors and the First Lien Agent shall reasonably cooperate to conduct such an emergency

hearing within the three (3) business days following the occurrence of an Event of Default, or such other period as the Court will permit.

(b) The automatic stay imposed under Bankruptcy Code section 362(a) is hereby modified pursuant to the terms of this Interim Order as necessary to (1) permit the Debtors to grant the Adequate Protection Replacement Liens and to incur all liabilities and obligations to the Pre-Petition Secured Parties under this Interim Order, and (2) authorize the Pre-Petition First Lien Secured Parties to retain and apply payments hereunder.

(c) Nothing included herein shall prejudice, impair, or otherwise affect the Debtors' or the Pre-Petition Secured Parties' rights to seek any other or supplemental relief in the Cases.

10. **Survival of Protections.** The protections afforded to the Pre-Petition Secured Parties pursuant to this Interim Order, and any actions taken pursuant thereto, shall survive the entry of any order confirming a Plan or converting these Cases into a Successor Case, and the Adequate Protection Replacement Liens and the Adequate Protection Superpriority Claims shall continue in these proceedings and in any Successor Case until paid and satisfied in full, and such Adequate Protection Replacement Liens and Adequate Protection Superpriority Claims shall maintain their respective priorities as provided by this Interim Order.

11. **Debtor-in-Possession Financing.** Notwithstanding anything contained elsewhere in this Interim Order to the contrary, the Debtors shall in no way be prejudiced from proposing debtor-in-possession loans and other post-petition financial accommodations pursuant to sections 363 and 364 of the Bankruptcy Code on the terms set forth in the Final Order (or otherwise).

12. **Proofs of Claim.** The Pre-Petition Secured Parties will not be required to file proofs of claim in the Cases or in any Successor Case.

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

14. **Other Rights and Obligations.**

(a) **Expenses.** Under no circumstances shall professionals for the First Lien Agent be required to comply with the U.S. Trustee fee guidelines, but shall provide reasonably detailed statements (redacted if necessary for privileged, confidential, or otherwise sensitive information) to the Office of the U.S. Trustee and the Debtors.

(b) **Binding Effect.** The provisions of this Interim Order shall be binding upon and inure to the benefit of the Pre-Petition Secured Parties, the Pre-Petition Agents, the Debtors, and their respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors) whether in the Cases, upon the conversion of any of the Cases to a case under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (any "Successor Cases"), in any such Successor Case, or upon dismissal of any such Case or Successor Case.

(c) **No Waiver.** The failure of the Pre-Petition Secured Parties to seek relief or otherwise exercise their rights and remedies under this Interim Order or otherwise, as applicable, shall not constitute a waiver of any of the Pre-Petition Secured Parties' rights

hereunder or otherwise. Notwithstanding anything herein, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair the Pre-Petition Secured Parties under the Bankruptcy Code or under non-bankruptcy law, including without limitation, the rights of the Pre-Petition Secured Parties to (i) request conversion of the Cases to cases under chapter 7, dismissal of the Cases, or the appointment of a trustee in the Cases, or (ii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a Plan or (iii) exercise any of the rights, claims or privileges (whether legal, equitable or otherwise) of the Pre-Petition Secured Parties, or of the Debtors to contest such relief on any basis.

(d) **Good Faith.** The Pre-Petition Agents and each of the other Pre-Petition Secured Parties have acted in good faith (including, without limitation, for the purposes of section 363(m) of the Bankruptcy Code) in connection with this Interim Order and their reliance on this Interim Order is in good faith.

(e) **No Third Party Rights.** Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary.

(f) **Survival of Interim Order.** The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (i) confirming any Plan in the Cases, (ii) converting any of the Cases to a case under chapter 7 of the Bankruptcy Code, or (iii) to the extent authorized by any applicable law, dismissing any of the Cases, (iv) withdrawing of the reference of any of the Cases from this Court, or (v) providing for abstention from handling or retaining of jurisdiction of any of the Cases in this Court. The terms and provisions of this Interim Order including the protections granted to the Pre-Petition

Agents and the Pre-Petition Secured Parties, shall continue in full force and effect notwithstanding the entry of such order, and such protections for the Pre-Petition Agents and the Pre-Petition Secured Parties shall maintain their priorities as provided by this Interim Order until all the Adequate Protection Superpriority Claims have been indefeasibly paid in full and discharged.

(g) **Enforceability.** This Interim Order shall constitute findings of fact and conclusions of law pursuant to the Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon execution hereof.

(h) **Objections Overruled.** All objections to this Interim Order to the extent not withdrawn or resolved, are hereby overruled.

(i) **Waiver of any Applicable Stay.** Any applicable stay (including, without limitation, under Bankruptcy Rule 6004(h)) is hereby waived and shall not apply to this Interim Order.

15. **Final Hearing.**

(a) The Final Hearing to consider entry of the Final Order is scheduled for December ___, 2009 at the United States Bankruptcy Court for the District of Delaware. If no objections to the relief sought in the Final Hearing are filed and served in accordance with this Interim Order, no Final Hearing may be held, and a separate Final Order may be presented by the Debtors and entered by this Court.

(b) On or before December ___, 2009, the Debtors shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Interim Order and of the Final Hearing (the "Final Hearing Notice"), together with copies of this Interim Order, the proposed Final Order and the Motion, on: (a) the parties having been given notice of the Interim

Hearing; (b) any party which has filed prior to such date a request for notices with this Court; (c) counsel for any official committee(s); (d) the Office of the United States Trustee, (e) the Internal Revenue Service, (f) counsel to the Pre-Petition Agents, (g) the Pre-Petition Agents, (h) counsel to the proposed DIP Agent (as defined in the Motion), and (i) the Securities and Exchange Commission. The Final Hearing Notice shall state that any party in interest objecting to the entry of the proposed Final Order shall file written objections with the Clerk of the Bankruptcy Court no later than December ___, 2009 which objections shall be served so that the same are received on or before such date by: (a) counsel for Debtors, White & Case LLP, Wachovia Financial Center, 200 South Biscayne Boulevard, 49th Floor, Miami, Florida, 33131, Attn: Thomas E. Lauria, Esq., Fernando J. Menendez, Jr., Esq., and Kevin M. McGill, Esq., Fax: (305) 358-5744; (b) counsel for First Lien Agent, Skadden Arps Slate Meagher & Flom, LLP 155 N. Wacker Drive, Chicago, IL 60606-1720, Attn.: Chris L. Dickerson, Esq., Fax: (312) 407-8680 and David Kitchen, Esq., Fax: 213.621.5280; (c) counsel for any official committee(s); and (d) the U.S. Trustee; and shall be filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, in each case to allow actual receipt of the foregoing no later than Decmeber ___, 2009, at 4:00 p.m. prevailing Eastern time.

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

Dated: December ___, 2009
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

"Approved Budget - Cash Collateral Stipulation"

DIP Budget
 Period as of November 27, 2009

	Week of													Closing
	Actual	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
Opening Cash Balance	\$16,274,952	\$14,411,839	\$14,623,015	\$15,301,078	\$13,928,253	\$8,969,119	\$8,063,370	\$10,366,987	\$8,970,984	\$9,856,285	\$8,993,246	\$9,762,510	\$8,869,522	\$7,251,461
Cash Receipts	\$2,925,244	\$3,924,176	\$4,863,063	\$2,627,187	\$3,420,695	\$3,383,834	\$6,180,650	\$3,246,121	\$4,123,605	\$3,364,327	\$6,295,352	\$4,057,420	\$4,008,034	\$3,000,000
Equity Investment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Cash Receipts	\$2,925,244	\$3,924,176	\$4,863,063	\$2,627,187	\$3,420,695	\$3,383,834	\$6,180,650	\$3,246,121	\$4,123,605	\$3,364,327	\$6,295,352	\$4,057,420	\$4,008,034	\$3,000,000
Cash Disbursements	\$2,925,244	\$3,924,176	\$4,863,063	\$2,627,187	\$3,420,695	\$3,383,834	\$6,180,650	\$3,246,121	\$4,123,605	\$3,364,327	\$6,295,352	\$4,057,420	\$4,008,034	\$3,000,000
Operating Disbursements	\$2,925,244	\$3,924,176	\$4,863,063	\$2,627,187	\$3,420,695	\$3,383,834	\$6,180,650	\$3,246,121	\$4,123,605	\$3,364,327	\$6,295,352	\$4,057,420	\$4,008,034	\$3,000,000
Payments to merchandise vendors	(\$2,197,500)	(\$1,533,500)	(\$2,808,800)	(\$1,803,336)	(\$2,051,240)	(\$2,863,364)	(\$2,466,983)	(\$3,702,611)	(\$2,122,804)	(\$2,471,435)	(\$2,695,587)	(\$3,734,695)	(\$1,703,095)	\$0
Advertising (net of co-op) / Marketing materials	(\$219,981)	(\$161,000)	(\$355,000)	(\$50,000)	(\$30,000)	(\$40,000)	(\$55,000)	(\$62,500)	(\$37,500)	(\$37,500)	(\$42,500)	(\$51,500)	(\$37,500)	\$0
Commissions and royalties	(\$3,908)	(\$3,500)	(\$301,500)	(\$72,864)	(\$301,500)	(\$318,908)	(\$35,000)	(\$170,000)	(\$35,000)	(\$40,000)	(\$45,000)	(\$51,500)	(\$37,500)	\$0
Other SG&A	(\$113,511)	(\$95,000)	(\$99,200)	(\$136,800)	(\$86,200)	(\$118,111)	(\$85,000)	(\$131,800)	(\$67,000)	(\$73,000)	(\$107,000)	(\$173,000)	(\$125,000)	\$0
Payroll and payroll tax payments	(\$643,000)	(\$43,000)	(\$643,000)	(\$673,000)	(\$51,000)	(\$673,000)	(\$698,000)	(\$673,000)	(\$673,000)	(\$673,000)	(\$673,000)	(\$673,000)	(\$673,000)	\$0
Rent	(\$204,000)	(\$101,000)	\$0	(\$35,712)	(\$151,000)	(\$174,000)	(\$1,000)	(\$35,712)	\$0	(\$2,500)	\$0	(\$24,500)	\$0	\$0
Insurance	(\$5,250)	(\$14,000)	(\$1,000)	(\$359,000)	(\$5,250)	(\$16,000)	(\$66,500)	(\$359,000)	\$0	\$0	(\$20,000)	(\$29,500)	(\$30,000)	\$0
Capital expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	(\$15,850)	(\$3,000)	(\$1,000)	(\$16,000)	(\$21,500)	(\$10,850)	(\$1,000)	(\$23,500)	(\$1,000)	(\$1,000)	(\$16,000)	(\$33,000)	(\$33,000)	\$0
Total Operating Disbursements	(\$3,463,000)	(\$2,698,000)	(\$4,170,000)	(\$3,796,712)	(\$3,319,690)	(\$4,274,633)	(\$3,861,983)	(\$4,677,123)	(\$3,223,304)	(\$3,934,435)	(\$4,111,087)	(\$4,935,407)	(\$2,551,095)	\$0
Financial Disbursements														
Revolver Balance (Net Cash In / Out)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revolver Interest	\$0	\$0	\$0	(\$146,168)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
First Lien Principal (Req'd Pmt)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
First Lien Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Second Lien Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mortgage Interest and Amortization	(\$69,176)	\$0	\$0	(\$42,122)	(\$68,910)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Unpaid Line Fee	\$0	\$0	\$0	\$0	(\$199,288)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cap Lease	(\$199,288)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DIP Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest / Principal payments	(\$268,464)	\$0	\$0	(\$188,301)	(\$5,035,140)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Fee Disbursements	(\$1,956,893)	(\$15,000)	(\$15,000)	(\$15,000)	(\$25,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$3,880,000)
Professional Fees and Other	(\$2,225,357)	(\$15,000)	(\$15,000)	(\$203,301)	(\$5,060,140)	(\$15,000)	(\$272,922)	(\$1,415,000)	(\$292,922)	(\$1,415,000)	(\$1,415,000)	(\$3,075,000)	(\$15,440,858)	\$0
Total Non-Operating Disbursements	(\$5,688,357)	(\$3,213,000)	(\$4,185,000)	(\$4,000,013)	(\$8,379,828)	(\$4,289,433)	(\$3,876,983)	(\$4,642,123)	(\$3,238,304)	(\$4,222,364)	(\$5,526,082)	(\$4,950,402)	(\$5,626,096)	(\$15,440,858)
Total Disbursements	(\$2,863,133)	(\$1,211,176)	(\$978,063)	(\$1,372,876)	(\$4,959,518)	(\$3,905,999)	(\$2,303,667)	(\$1,396,002)	(\$885,301)	(\$769,284)	(\$892,988)	(\$1,618,063)	(\$4,559,142)	\$0
Net Receipts / Disbursements	\$13,411,839	\$14,623,015	\$15,301,078	\$13,928,253	\$8,969,119	\$8,063,370	\$10,366,987	\$8,970,984	\$9,856,285	\$8,993,246	\$9,762,510	\$8,869,522	\$7,251,461	\$11,810,603
Ending Cash Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000,000
Total Revolver Availability (max \$20M)	\$8,230,000	\$8,230,000	\$8,230,000	\$8,230,000	\$8,230,000	\$8,230,000	\$8,230,000	\$8,230,000	\$8,230,000	\$8,230,000	\$8,230,000	\$8,230,000	\$8,230,000	\$0
Revolver balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DIP Revolver Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Excess availability	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total liquidity	\$13,411,839	\$14,623,015	\$15,301,078	\$13,928,253	\$8,969,119	\$8,063,370	\$10,366,987	\$8,970,984	\$9,856,285	\$8,993,246	\$9,762,510	\$8,869,522	\$7,251,461	\$20,000,000
LIQUIDITY CUSHION	\$8,411,839	\$9,623,015	\$10,301,078	\$8,928,253	\$3,965,119	\$3,063,370	\$5,366,987	\$3,970,984	\$4,856,285	\$3,993,246	\$4,762,510	\$3,869,522	\$2,251,461	\$0
MINIMUM LIQUIDITY COVENANT	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000