

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Case No. 12-13398 (MFW)
)	
THQ INC., et al., ¹)	Chapter 11
)	
Debtors.)	Jointly Administered
)	
)	RE: Docket Nos. 13 and 43

**FINAL ORDER (I) AUTHORIZING THE DEBTOR TO (A) OBTAIN
POSTPETITION SENIOR SECURED SUPERPRIORITY FINANCING PURSUANT
TO 11 U.S.C. §§ 105, 361, 362, 363(c), 363(e), 364(c), 364(d)(1), 364(e) AND 507
AND (B) UTILIZE CASH COLLATERAL OF CERTAIN PREPETITION
SECURED PARTIES, (II) AUTHORIZING THE REPAYMENT IN FULL
OF AMOUNTS OWED UNDER THE PREPETITION SENIOR SECURED
REVOLVING CREDIT FACILITY, (III) GRANTING PRIMING LIENS,
PRIORITY LIENS AND SUPERPRIORITY CLAIMS TO THE DIP LENDERS,
(IV) GRANTING ADEQUATE PROTECTION TO CERTAIN PREPETITION
SECURED PARTIES, AND (V) GRANTING RELATED RELIEF**

Upon the motion dated December 19, 2012 [Docket No. 13] (the "Motion") of THQ Inc. (the "Debtor") in the above-referenced chapter 11 case (the "Case," and collectively with the chapter 11 cases of the other Debtors, the "Cases"), for entry of an interim order (as entered by this Court on December 20, 2012 [Docket No. 43], the "Interim Order") and a final order (this "Final Order"), under sections 105, 361, 362, 363(c), 363(e), 364(c), 364(d)(1), 364(e) and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the "Bankruptcy Rules") and Rule 4001-2 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), seeking, *inter alia*:

- (i) authorization for the Debtor to obtain senior secured postpetition financing in an aggregate principal amount not to exceed \$37,500,000.00 (the "DIP Credit");

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: THQ, Inc. (1686), THQ Digital Studios Phoenix, Inc. (1056), THQ Wireless, Inc. (7991), Volition, Inc. (4944), and Vigil Games, Inc. (8651) (collectively, the "Debtors"). The Debtors' principal offices are located at 29903 Agoura Road, Agoura Hills, CA 91301.

Facility”), pursuant to section 364 of the Bankruptcy Code, and authorization for the Debtor’s existing and subsequently acquired or formed direct and indirect domestic subsidiaries (collectively, the “Guarantors”) to guarantee unconditionally, on a joint and several basis, the Debtor’s obligations under the DIP Credit Facility, from Wells Fargo Capital Finance, LLC (“WFCF”), for itself as a DIP Lender (as defined below), and as administrative agent and collateral agent for itself and certain other financial institutions (in such capacities, the “DIP Agent”), Clearlake Capital Group, L.P. (“Clearlake”) and the other lenders from time to time parties thereto (individually each a “DIP Lender” and (collectively with WFCF, and Clearlake, the “DIP Lenders”), pursuant to the terms of this Final Order and that certain Credit Agreement (Debtor-in-Possession), by and among, *inter alia*, the Debtor, the Guarantors, the DIP Agent and the DIP Lenders, attached (not including the schedules thereto) hereto as Exhibit A (as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, including that certain Amendment Number One to Credit Agreement (Debtor-in-Possession), dated as of January 7, 2013, attached hereto as Exhibit B, and this Final Order, the “DIP Credit Agreement”), and any related documents required to be delivered by or in connection with the DIP Credit Agreement (collectively, the “DIP Credit Documents”);

(ii) authorization for the Debtors to execute and enter into the DIP Credit Documents and to perform such other and further acts as may be required in connection with the DIP Credit Documents;

(iii) authorization for the Debtors to grant security interests, liens and superpriority claims (including a superpriority administrative claim pursuant to section 364(c)(1) of the Bankruptcy Code, liens pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code and priming liens pursuant to section 364(d) of the Bankruptcy Code) to the DIP Agent, for the benefit of itself and the DIP Lenders, to secure the repayment of all obligations of the Debtors under and with respect to the DIP Credit Facility;

(iv) authorization for the Debtors’ use of cash collateral (as such term is defined in section 363(a) of the Bankruptcy Code) (as so defined, “Cash Collateral”) (which

includes all cash on hand held by the Debtors as of the Commencement Date)), on the terms and conditions set forth in this Final Order, and in the DIP Credit Agreement;

(v) adequate protection of the liens and security interests (such liens and security interests, the "Prepetition Liens") of the lenders (such lenders in such capacities, the "Prepetition Lenders") under that certain Credit Agreement, dated as of September 23, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Prepetition Credit Agreement"), among the Debtor, certain other persons designated as "Loan Parties" thereunder, the Prepetition Lenders and WFCF as agent (in such capacity, the "Prepetition Agent") and as a Prepetition Lender, which Prepetition Liens are being primed by the liens securing the repayment of the DIP Credit Facility, in accordance with this Final Order;

(vi) authorization for the Debtor to use a portion of the proceeds from the DIP Credit Facility upon entry of the Interim Order, (a) if necessary, to repay or provide cash collateral for the repayment of the Debtors' and/or the Guarantors' obligations under or with respect to letters of credit issued and outstanding on the Commencement Date (as defined hereinafter) under the Prepetition Credit Agreement (the "Prepetition Letters of Credit") in an amount equal to 105% of the face amount of such Prepetition Letters of Credit (the "Prepetition Letter of Credit Obligations"), (b) to pay and reimburse the Prepetition Agent (including, without limitation, in its capacity as "Collateral Agent" under that certain Security Agreement, dated as of September 23, 2011, and entered into by and among the Prepetition Agent, for the benefit of itself and the Prepetition Lenders, Debtor and each other party signatory thereto (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Prepetition Security Agreement")) for unpaid fees, costs and expenses incurred by the Prepetition Agent under the Prepetition Credit Agreement and/or the Prepetition Security Agreement, whether incurred prior or subsequent to the Commencement Date, at the time and in the manner due under the Prepetition Credit Agreement or the Prepetition Security Agreement, as applicable, and to pay the Prepetition Agent for such indemnification rights or claims that it has or may have under the Prepetition Credit Agreement and/or the Prepetition Security

Agreement, whether incurred prior or subsequent to the Commencement Date, at the time and in the manner due under the Prepetition Credit Agreement or the Prepetition Security Agreement, as applicable (all such fees, costs, expenses and indemnification rights or claims of the Prepetition Agent, the "Prepetition Agreement Expenses") and (c) such other uses as are approved under this Final Order;

(vii) modification of the automatic stay imposed under section 362 of the Bankruptcy Code to the extent necessary to permit the Debtors, the DIP Agent, the DIP Lenders, the Prepetition Agent and the Prepetition Lenders to implement the terms of this Final Order;

(viii) an emergency interim hearing (the "Interim Hearing") on the Motion for the Court to consider entry of the Interim Order, which authorized the Debtor to borrow or obtain letters of credit under the DIP Credit Documents, on an interim basis, up to an aggregate principal or face amount not to exceed \$30,000,000;

(ix) the scheduling of a final hearing (the "Final Hearing") on the Motion no later than January 4, 2013, to consider entry of this Final Order authorizing the borrowings and letter of credit issuances under the DIP Credit Documents on a final basis and approval of notice procedures with respect thereto; and

(x) the granting of certain related relief.

The Interim Hearing having been held by this Court on December 20, 2012; and the Interim Order having been entered by this Court on December 20, 2012; and the Final Hearing having been held by this Court on January 4, 2013 and January 7, 2013; and the Court having considered the Motion and all pleadings related thereto, including the record made at the Interim Hearing and the Final Hearing; and after due deliberation and consideration, and good and sufficient cause appearing therefor:

THE COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS:²

B. On December 19, 2012 (the “Commencement Date”), the Debtors filed with this Court voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are continuing to operate their businesses and manage their properties each as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Cases are being jointly administered for procedural purposes only under Case No. 12-13398 (MFW).

C. This 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 before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. The Debtors have provided notice of the Motion and the Final Hearing by facsimile, electronic mail or overnight mail to: (i) the United States Trustee for Region 3, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane M. Leamy, Esq.; (ii) the Internal Revenue Service, Centralized Insolvency Operations, 11601 Roosevelt Boulevard, Mail Drop N781, Philadelphia, Pennsylvania 19255; (iii) all relevant state and local taxing authorities; (iv) the United States Attorney General, US Department of Justice, 950 Pennsylvania Avenue NW, Washington, DC 20530; (v) the Securities Exchange Commission, Attn: Michael Berman, General Counsel, 100 F Street NE, Washington, DC 20549; (vi) the parties listed in the consolidated list of forty (40) largest unsecured creditors filed by the Debtors in the Cases (collectively, the “Top 40 Creditors”); (vii) counsel to WFCF, the DIP Agent and the Prepetition Agent, Buchalter Nemer, 1000 Wilshire Boulevard, Suite 1500, Los Angeles, California 90017, Attn: William Brody, and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: John Knight; (viii) counsel to Clearlake, DLA Piper LLP (US) at (a) 1251 Avenue of the Americas, New York, New York 10020, Attn: Gregg M. Galardi and (b) 203 North LaSalle Street, Suite 1900, Chicago, IL

² The findings and conclusions set forth in this Final Order constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

60601, Attn: Matt Murphy; (ix) all entities known or reasonably believed to have asserted a security interest or lien against the Debtors; (x) all parties having filed requests for notice in the Cases ((i) through (x), collectively, the “Notice Parties”); and (xi) the persons listed in Exhibits to the Affidavit of Service dated December 21, 2012 [Docket No. 53]. Given the nature of the relief sought in the Motion, the Court concludes that the foregoing notice was sufficient and adequate under the circumstances and complies with Bankruptcy Rule 4001 and Local Rule 4001-2.

E. An official committee of unsecured creditors (the “Committee”), as provided for under section 1102 of the Bankruptcy Code, was appointed on January 3, 2013.

F. Subject to paragraph 33 below, each of the Debtors hereby admits, stipulates and agrees that:

(1) Pursuant to the Prepetition Credit Agreement, the Prepetition Lenders agreed to extend a revolving credit facility to, and issue letters of credit for, the Debtor from time to time, including, *inter alia*, advances, loans and other financial accommodations in an aggregate principal committed amount of up to \$50,000,000 (the “Prepetition Revolving Loans”). The Prepetition Credit Agreement, along with any other agreements, instruments, notes, guaranties and other documents executed in connection therewith, in each case as the same may be amended, modified and/or supplemented from time to time in accordance with the terms thereof, are collectively referred to herein as the “Prepetition Credit Documents” and are available upon request from counsel to the Debtor or counsel to the Prepetition Agent. All obligations of the Debtors arising under the Prepetition Credit Agreement or any other Prepetition Credit Document, including all loans, advances, debts, liabilities, principal, accrued or hereafter accruing interest, fees, costs, charges, expenses (including any and all attorneys’, accountants’, appraisers’ and financial advisors’ fees and expenses that are chargeable, reimbursable or otherwise payable under the Prepetition Credit Documents) and obligations for the performance of covenants, tasks or duties, or for the payment of monetary amounts owing to the Prepetition Agent or Prepetition Lenders by the Debtors, of any kind or nature, whether or

not evidenced by any note, agreement or other instrument, and specifically including the Prepetition Agreement Expenses, shall hereinafter be referred to as the “Prepetition Obligations.”

(2) Pursuant to certain Prepetition Credit Documents (the “Prepetition Collateral Documents”), including the Prepetition Security Agreement), the Debtors granted to the Prepetition Agent, for the benefit of itself and the Prepetition Lenders, to secure the Debtors’ obligations under the Prepetition Credit Documents, a security interest in and continuing lien on substantially all of the Debtors’ assets, including, but not limited to, all of the Debtors’ accounts, chattel paper, documents, general intangibles, goods (including, without limitation, inventory, equipment and fixtures), instruments, intellectual property (including, without limitation, trademarks, copyrights and patents), investment property, deposit accounts, money, cash or cash equivalents, supporting obligations and letter of credit rights, commercial tort claims, a pledge of one hundred percent (100%) of the capital stock of each of its domestic subsidiaries and sixty-five percent (65%) of the capital stock of each of its foreign subsidiaries, and all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing, in each case whether then owned or existing or thereafter acquired or arising. All collateral granted or pledged by the Debtors pursuant to the Prepetition Collateral Documents shall be referred to herein as the “Prepetition Collateral.”

(3) All Prepetition Credit Documents executed and delivered by the Debtors to the Prepetition Agent are valid and enforceable by the Prepetition Agent and the Prepetition Lenders against the Debtors. To the extent contemplated by the Prepetition Credit Documents, the Prepetition Agent duly perfected its liens upon and security interests in the Prepetition Collateral by, among other things, filing financing statements, mortgages, U.S. copyright and patent office filings and fixture filings, entering into deposit account control agreements and, where necessary, possession of relevant instruments, certificates or other property. All of such financing statements, mortgages, copyright filings, patent filings and fixture filings were validly executed by authorized representatives of the Debtors. Pursuant to the Prepetition Credit Documents, the Prepetition Agent, for the benefit of the Prepetition Lenders, has perfected

security interests in and liens on all of the Prepetition Collateral, including all Cash Collateral (as such term is defined in section 363(a) of the Bankruptcy Code), such security interests and liens being subject and junior to only those liens permitted by the Prepetition Credit Documents.

(4) The liens and security interests of the Prepetition Agent in the Prepetition Collateral, including all Cash Collateral, as security for the Prepetition Obligations, constitute valid, binding, enforceable and (to the extent contemplated by the Prepetition Credit Documents) perfected liens and security interests and are not subject to avoidance, disallowance or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law (except insofar as such liens are subordinated to the DIP Liens and the Carve-Out (each term as defined hereinafter)) in accordance with the provisions of this Final Order. Each of the Debtors further admits, acknowledges and agrees that (a) the Prepetition Obligations constitute legal, valid and binding obligations of each of the Debtors, (b) no offsets, defenses or counterclaims to the Prepetition Obligations exist, and (c) no portion of the Prepetition Obligations is subject to avoidance, disallowance, reduction, objection, recharacterization or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

(5) The Debtors have no valid claims (as such term is defined in section 101(5) of the Bankruptcy Code) or causes of action against the Prepetition Agent or any Prepetition Lender with respect to the Prepetition Credit Agreement or any other Prepetition Credit Documents, whether arising at law or at equity, including, without limitation, any recharacterization, subordination, avoidance or other claims arising under or pursuant to sections 105, 510, 541 or 542 through 553, inclusive, of the Bankruptcy Code.

(6) As of the Commencement Date, the Prepetition Obligations for which the Debtors were truly and justly indebted to the Prepetition Lenders, without defense, counterclaim, recoupment or offset of any kind, aggregated not less than approximately \$18,486,054.45, plus all other Prepetition Obligations.

(7) The aggregate value of the Prepetition Collateral granted or pledged to the Prepetition Agent, for the benefit of itself and the Prepetition Lenders, pursuant to the Prepetition

Credit Documents, and the aggregate value of the Prepetition Collateral, is equal to or greater than the aggregate amount of the Prepetition Obligations.

G. The Debtors have a need to obtain postpetition financing under the DIP Credit Facility and to use Cash Collateral in order to, among other reasons, finance the ordinary costs of its operations, maintain business relationships with vendors, suppliers and customers, make payroll, satisfy other working capital and operational needs, and fund the administration and prosecution of the Cases. The Debtor's access to sufficient working capital and liquidity through the incurrence of postpetition financing under the DIP Credit Facility and the use of Cash Collateral under the terms of this Final Order is vital to the preservation and maintenance of the going concern value of the Debtors' estates, the orderly operation of the Debtors' business and, ultimately, the success of the Cases.

H. The Debtors are unable to obtain (i) adequate unsecured credit allowable either (a) under sections 364(b) and 503(b)(1) of the Bankruptcy Code or (b) under section 364(c)(1) of the Bankruptcy Code, (ii) adequate credit secured by (x) a senior lien on unencumbered assets of their estates under section 364(c)(2) of the Bankruptcy Code, and (y) a junior lien on encumbered assets of their estates under section 364(c)(3) of the Bankruptcy Code, or (iii) secured credit under section 364(d)(1) of the Bankruptcy Code from sources other than the DIP Agent and the DIP Lenders on terms more favorable than the terms of the DIP Credit Facility. The only available source of secured credit available to the Debtor, other than the use of Cash Collateral, is the DIP Credit Facility. The Debtors require both financing under the DIP Credit Facility and the continued use of Cash Collateral under the terms of this Final Order in order to satisfy their postpetition liquidity needs.

I. The DIP Agent and the DIP Lenders have indicated a willingness to provide the Debtor with certain financing commitments, but solely on the terms and conditions set forth in this Final Order and in the DIP Credit Documents. After considering all of its alternatives, the Debtors have concluded, in an exercise of its sound business judgment, that the financing to be

provided by the DIP Lenders pursuant to the terms of this Final Order and the DIP Credit Documents represents the best financing presently available to the Debtor.

J. Solely on the terms and conditions set forth in this Final Order and in the DIP Credit Documents, the Prepetition Agent and the Prepetition Lenders are prepared to consent to: (i) the imposition of certain liens under section 364(d)(1) of the Bankruptcy Code in favor of the DIP Agent, for the benefit of itself and the DIP Lenders, which liens will prime the Primed Liens (as defined hereinafter) and (ii) the Debtors' use of the Prepetition Collateral (including the Cash Collateral), provided that the Court authorizes the Debtors, pursuant to sections 361, 363 and 364(d) of the Bankruptcy Code, to grant to the Prepetition Agent, for the benefit of itself and the Prepetition Lenders, as and for adequate protection, but subject only to the Carve-Out as provided in this Final Order, (1) a replacement security interest in and lien upon the DIP Collateral (as defined hereinafter) in favor of the Prepetition Agent and the Prepetition Lenders, which shall be of equal priority with the DIP Liens (the "Replacement Lien") and (2) superpriority administrative expense claims under section 507(b) of the Bankruptcy Code (collectively, the "Adequate Protection Priority Claims"). The Replacement Lien and the Adequate Protection Priority Claims shall secure the payment of the Prepetition Obligations in an amount equal to the diminution in the value of the Prepetition Lenders' interests in the Prepetition Collateral from and after the Commencement Date including, without limitation, any such diminution resulting from: (A) the use by the Debtors of such collateral and cash constituting proceeds of such collateral, (B) the imposition of those liens granted to the DIP Lenders which will prime the Primed Liens, (C) the Carve-Out, (D) the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code, and/or (E) any other reason (the "Adequate Protection Obligations"). As additional adequate protection, the Prepetition Agent shall be entitled to the ongoing payment of the Prepetition Agreement Expenses, including, but not limited to, the fees and expenses of legal counsel and other professionals retained by the Prepetition Agent, as and when due and payable under the Prepetition Credit Documents (without giving effect to any acceleration provision therein).

K. The consent of the Prepetition Agent and the Prepetition Lenders to the priming of their liens by the DIP Liens is limited to the DIP Credit Facility presently before the Court, with WFCF as DIP Agent, and shall not extend to any other postpetition financing or to any modified version of the DIP Credit Facility with any party other than WFCF as DIP Agent. Furthermore, the consent of the Prepetition Agent and the Prepetition Lenders to the priming of their liens by the DIP Liens does not constitute, and shall not be construed as constituting, an acknowledgment or stipulation by the Prepetition Agent and the Prepetition Lenders that their interests in the Prepetition Collateral are adequately protected pursuant to this Final Order or otherwise.

L. The security interests and liens granted pursuant to this Final Order to the DIP Agent, for the benefit of itself and the DIP Lenders, are appropriate under section 364(d) of the Bankruptcy Code because, among other things: (i) such security interests and liens do not impair the interests of any holder of a valid, perfected, prepetition security interest or lien in the property of the Debtors' estates; and/or (ii) the holders of such valid, perfected, prepetition security interests and liens have consented to the security interests and priming liens granted pursuant to this Final Order to the DIP Agent for the benefit of itself and the DIP Lenders; and/or (iii) the interests of any holder of a valid, perfected, prepetition security interest or lien are otherwise adequately protected.

M. The authorization granted under the terms of the Interim Order and this Final Order for the Debtors to execute the DIP Credit Documents, to continue using Cash Collateral and to obtain financing, including on a priming lien basis, is necessary to facilitate the goals of the Debtors and their estates in the Cases. Entry of this Final Order is in the best interest of the Debtors, their estates and creditors. The terms of the DIP Credit Documents (including the Debtors' continued use of Cash Collateral) are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with its fiduciary duties and are supported by reasonably equivalent value and fair consideration.

N. The Debtors, the DIP Agent and the Prepetition Agent have negotiated the terms and conditions of the DIP Credit Documents (including the Debtors' continued use of Cash Collateral) and this Final Order in good faith and at arm's-length, and any credit extended and loans made to the Debtor pursuant to this Final Order shall be, and hereby are, deemed to have been extended, issued or made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code.

O. Based on the foregoing, and upon the record made before this Court at the Interim Hearing and the Final Hearing, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Approval of Motion. The Motion is granted on the terms and conditions set forth in this Final Order. Any objections or responses to the relief requested in the Motion that have not been previously resolved or withdrawn, waived or settled, and all reservation of rights, are hereby overruled on the merits and denied. This Final Order shall become effective immediately upon its entry. To the extent that the terms of the DIP Credit Documents differ from the terms of this Final Order, this Final Order shall control.

2. Authority to Enter Into DIP Credit Agreement, Authority Thereunder. The Debtors are hereby authorized to enter into the DIP Credit Documents, including the DIP Credit Agreement, and such additional documents, instruments and agreements as may be reasonably required by the DIP Agent to implement the terms or effectuate the purposes of this Final Order. The Debtors are hereby authorized to borrow money and obtain letters of credit under the DIP Credit Agreement, on a final basis, up to an aggregate principal or face amount not to exceed \$30,000,000 at any one time outstanding (inclusive of interest and fees, charges and expenses payable under the DIP Credit Documents) and the Guarantors are hereby authorized to guaranty such borrowings and the Debtor's obligations with respect to such letters of credit, all in accordance with the terms of this Final Order, the DIP Credit Agreement and the other DIP Credit Documents.

3. Use of Cash Collateral and DIP Loans. The Debtors are hereby authorized to use the Cash Collateral and proceeds of DIP Loans (as defined hereinafter) solely in accordance with the Budget (as defined hereinafter) and the financial covenants, availability formulae and other terms and conditions set forth in the DIP Credit Agreement and this Final Order.

4. Payment of DIP Fees and Expenses. The Debtors are hereby authorized to pay on demand all fees, expenses and other amounts payable under the terms of the DIP Credit Agreement, including, without limitation, all reasonable out-of-pocket costs and expenses of the DIP Agent and the DIP Lenders in accordance with the terms of the DIP Credit Agreement (including, without limitation, the prepetition and postpetition fees and disbursements of legal counsel, financial advisors and third-party appraisers and consultants advising the DIP Agent and the DIP Lenders) (collectively, the "DIP Agreement Expenses"). None of such costs, fees and expenses shall be subject to Court approval or U.S. Trustee guidelines, and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with the Court; provided, however, that the DIP Agent and the DIP Lenders shall submit copies of its professional fee invoices to the Debtor, and the Debtor shall send copies of such invoices to the U.S. Trustee and the Committee within five (5) business days of their receipt thereof, and the U.S. Trustee and the Committee shall have five (5) business days from receipt thereof to object in writing to the reasonableness of such invoices; to the extent that the U.S. Trustee or the Committee so objects to any such invoices, payment of the allegedly unreasonable portion of such invoices will be subject to review by the Court; provided further, however, that such invoices may be redacted to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or any benefits of the attorney work product doctrine (the "DIP Agent and DIP Lenders Fee Review Procedure"). In addition, the Debtors are hereby authorized to indemnify the DIP Agent and the DIP Lenders against any liability arising in connection with the

DIP Credit Documents to the extent set forth in the DIP Credit Documents. All such unpaid fees, expenses and indemnities of the DIP Agent and the DIP Lenders shall constitute DIP Obligations (as defined hereinafter) and the repayment thereof shall be secured by the DIP Collateral and afforded all of the priorities and protections afforded to the DIP Obligations under this Final Order and the DIP Credit Documents. To the extent the Debtors fail to reimburse any of the parties entitled to reimbursement in this paragraph for any such fees and expenses that are not subject to objection as provided herein, the applicable professionals shall be permitted to apply any amounts held in escrow or retainer (whether obtained prior to, on, or after, the Commencement Date) against such unpaid fees and expenses without the need to file any application with the Court.

5. Validity of DIP Credit Documents. Upon execution and delivery of the DIP Credit Documents, the DIP Credit Documents shall constitute valid and binding obligations of the Debtors, enforceable against each of the Debtors and each DIP Lender thereto, in accordance with the terms thereof. No obligation, payment, transfer or grant of security under the DIP Credit Documents as approved under the Interim Order and/or this Final Order shall be stayed, restrained, voided, voidable or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any defense, reduction, setoff, recoupment or counterclaim.

6. DIP Loans. All advances, loans, letters of credit and other financial accommodations made to or for the benefit of the Debtors on or after the Commencement Date under the DIP Credit Documents, including the Prepetition Letters of Credit which shall be and hereby are deemed re-issued under the DIP Credit Documents (collectively, the “DIP Loans”), all interest thereon and all fees, costs, expenses, indemnification obligations and other liabilities owing by the Debtors to the DIP Agent and the DIP Lenders under the DIP Credit Documents, the Interim Order and/or this Final Order shall hereinafter be referred to as the “DIP Obligations.” The DIP Loans: (a) shall be evidenced by the books and records of the DIP Agent or the DIP Lenders; (b) shall bear interest payable at the rates set forth in the DIP Credit

Agreement; (c) shall be secured in the manner specified in paragraph 14 below; (d) shall be payable in accordance with the terms of the DIP Credit Documents; and (e) shall otherwise be governed by the terms set forth in this Final Order and the DIP Credit Documents.

7. Structure of DIP Credit Facility. The DIP Credit Facility shall be comprised of (a) a revolving credit facility (the "Revolving Credit Facility"), consisting of a senior secured revolving credit tranche of \$27,500,000, which shall include (I) a letter of credit reimbursement undertaking in the amount of \$10,000,000 with respect to letters of credit provided by an Issuing Lender or Underlying Issuer (as defined in the DIP Credit Agreement) and (II) swing line loans of up to \$5,000,000 in the aggregate provided by the DIP Agent, and (b) a term loan in the amount of \$10,000,000, to be provided in three installments of \$4,000,000 on the closing date, \$3,000,000 on December 28, 2012, and up to \$3,000,000 at Clearlake's discretion per the DIP Credit Agreement as amended by Amendment Number One; provided, however, that the available amount of the DIP Credit Facility shall be reduced by such reserves as the DIP Agent may establish pursuant to the terms of the DIP Credit Agreement. The aggregate amount of the DIP Loans available under the DIP Revolving Credit Facility shall not exceed \$27,500,000 (the "Maximum Amount"); provided, however, that the aggregate amount of the DIP Loans available under the DIP Credit Facility from time to time prior to the Termination Date (as defined hereinafter) shall be subject to the Borrowing Base (as such term is defined in the DIP Credit Agreement) limitations, availability criteria and other terms (including in respect of a letter of credit reimbursement undertaking and swing line loans as noted above), all as set forth in the DIP Credit Agreement.

8. Continuing Payment of Prepetition Agreement Expenses. The Debtors shall use the necessary proceeds of the DIP Credit Facility to pay and reimburse the Prepetition Agent for the Prepetition Agreement Expenses as and when due under the terms of the Prepetition Credit Documents and the DIP Agent and the DIP Lenders for the DIP Agreement Expenses as and when due under the terms of the DIP Credit Documents (subject to the DIP Agent and DIP Lenders Fee Review Procedure).

9. Use of DIP Loans and Cash Collateral. Subject to the terms and conditions set forth in this Final Order and in the DIP Credit Documents, the Debtor may use the DIP Loans and the Cash Collateral, in accordance with the Budget, to: (a) pay interest, fees and expenses associated with the DIP Credit Facility, as provided in the DIP Credit Documents; (b) pay (I) the quarterly fees of the U.S. Trustee, and (II) all fees and expenses of professionals retained by the Debtors or the Committee consistent with the Budget that accrue prior to and up to the issuance of a Carve-Out Trigger Notice (as defined herein), regardless of when such fees are billed, awarded by the Bankruptcy Court or authorized to be paid, subject to the Carve-Out and the Professionals Carve-Out Cap; (c) fund any adequate assurance deposits for the Debtors' and/or the Guarantors' utility providers pursuant to section 366 of the Bankruptcy Code (collectively, the "Adequate Assurance Deposits"); and (d) fund general, ordinary course corporate purposes and working capital requirements of the Debtors and pay administrative expenses for goods and services received by the Debtors after the Commencement Date in the ordinary course of business (other than fees and expenses of professional persons, which fees and expenses are addressed in clause (b) above).

10. Conformity with Budget. Subject to and in accordance with the terms of the DIP Credit Agreement, the Debtor shall from time to time prepare and provide to the DIP Agent and the DIP Lenders detailed budgets, each in form and substance acceptable to the DIP Agent and the DIP Lenders, substantially in the form of the initial budget attached hereto as Exhibit C (each, as applicable, the "Budget"). The Debtor may use the proceeds of the DIP Loans and the Cash Collateral solely for the purposes and up to the amounts set forth in the Budget, subject to the permitted variances, if any, and other terms and conditions set forth in the DIP Credit Agreement and this Final Order. Payment by the Debtors of expenses other than for the items and in the amounts (subject to permitted variances, if any) set forth in the Budget (and pursuant to the terms and conditions in the DIP Credit Agreement) shall constitute an Event of Default (as defined hereinafter) unless the DIP Agent and the DIP Lenders consent to such non-conforming payments in writing.

11. Application of Proceeds. All proceeds of Prepetition Collateral (including Cash Collateral), collected on and after the Commencement Date, shall be applied first to pay and satisfy the Prepetition Obligations until the Prepetition Obligations are paid and satisfied in full, and then shall be applied to pay and satisfy the DIP Obligations, in the manner set forth in the DIP Credit Agreement. All proceeds of Postpetition Collateral shall be applied first to satisfy the DIP Obligations until paid in full and then shall be applied to pay and satisfy the Prepetition Obligations until paid in full.

12. Mandatory and Voluntary Prepayments. The Debtors shall make mandatory prepayments and may make voluntary prepayments of the DIP Loans as and when provided in, and for application in accordance with, the DIP Credit Agreement.

13. Continuation of Prepetition Liens and Prepetition Liens Securing DIP Obligations. Until (a) the Debtors and the Guarantors have indefeasibly paid in full all DIP Obligations and all Prepetition Obligations, (b) the DIP Lenders' commitments under the DIP Credit Facility have terminated, (c) all objections and challenges to (i) the liens and security interests of the Prepetition Agent (including, without limitation, liens granted for adequate protection purposes) and (ii) the Prepetition Obligations have been waived, denied or barred, and (d) all of the Debtors' admissions in paragraph E above have become binding upon their estates and all parties in interest in accordance with paragraph 33 below, all liens and security interests of the Prepetition Agent and the Prepetition Lenders (including, without limitation, liens granted for adequate protection purposes) shall remain valid and enforceable with the same continuing priority as described herein. Without limiting the foregoing, notwithstanding any payment of all or any portion of the Prepetition Obligations, the Prepetition Liens shall continue in full force and effect and shall, and shall be deemed to, secure the full and timely payment of the DIP Obligations (separate from and in addition to the DIP Liens granted to the DIP Agent and the DIP Lenders in paragraph 14 below) until the payment in full in cash of all of the DIP Obligations and the termination of the DIP Lenders' commitments under the DIP Credit Facility.

14. DIP Liens and DIP Collateral. As security for the full and timely payment of the DIP Obligations, the DIP Agent, for the benefit of the DIP Agent and the DIP Lenders, is hereby granted, pursuant to sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code, valid, enforceable, unavoidable and fully perfected security interests in and liens and mortgages (collectively, the “DIP Liens”) upon all existing and after-acquired tangible and intangible personal and real property and assets of each of the Debtors, including, without limitation, accounts receivable, inventory, equipment, fee and all proceeds of leasehold interests in real property, general intangibles (including, without limitation, trademarks, copyrights and patents), contract rights, intercompany notes, cash, deposit accounts, rights, claims and causes of action, proceeds of causes of action under section 549 of the Bankruptcy Code, commercial tort claims, one hundred percent (100%) of the outstanding equity interests in their subsidiaries that are not Foreign Subsidiaries (as defined in the DIP Credit Agreement) and sixty-six percent (66%) of the outstanding equity or other ownership interests in the Debtors’ respective first-tier Foreign Subsidiaries and all products and proceeds of the foregoing (collectively, the “DIP Collateral”); provided that this Final Order does not grant, and shall not be deemed to grant, any security interests in or liens on claims and causes of action arising solely under chapter 5 of the Bankruptcy Code and similar laws, and any proceeds thereof and property received thereby whether by judgment, settlement or otherwise (collectively, the “Avoidance Actions”; provided, however, that Avoidance Actions shall not include any claims and causes of action under section 549 of the Bankruptcy Code and any proceeds thereof and property received on account thereof whether by judgment, settlement or otherwise—all such claims, causes of action, proceeds and property shall constitute DIP Collateral). The DIP Collateral shall also include the Prepetition Collateral.

15. Priority of DIP Liens. The DIP Liens (1) shall constitute first-priority security interests in and liens upon all DIP Collateral and is not otherwise subject to any valid, perfected, enforceable and non-avoidable lien in existence as of the Commencement Date, pursuant to section 364(c)(2) of the Bankruptcy Code; (2) shall be senior to and prime (a) the

Prepetition Liens, pursuant to section 364(d)(1) of the Bankruptcy Code, and (b) any and all other claims or rights against the Debtors in existence as of the Commencement Date (including, without limitation, any reclamation claims or rights), that are junior in right or priority, or otherwise subject, to the Prepetition Liens ((a) and (b) above, collectively, the “Primed Liens”), pursuant to section 364(d)(1) of the Bankruptcy Code; (3) shall be *pari passu* in priority to the Replacement Lien (the “Pari Passu Lien”) pursuant to section 364(d)(1) of the Bankruptcy Code; (4) shall be immediately junior in priority to any and all other valid, perfected, enforceable and non-avoidable liens (if any) in existence as of the Commencement Date that are senior in priority to the Prepetition Liens (collectively, the “Non-Primed Liens”), pursuant to section 364(c)(3) of the Bankruptcy Code (provided, however, that the DIP Liens shall be junior to the Non-Primed Liens only with respect to the collateral specifically and validly encumbered by any such Non-Primed Liens).

16. Automatic Effectiveness of Liens. Except as expressly set forth herein, the liens granted pursuant to this Final Order shall not be (a) subject to any lien that is avoided and preserved for the benefit of any of the Debtors’ estates under section 551 of the Bankruptcy Code, or (b) subordinated to or made *pari passu* with any other lien under sections 363 and 364 of the Bankruptcy Code other than as explicitly provided herein. The DIP Liens and the Pari Passu 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 Commencement Date without any further action by the Debtors, the DIP Agent, the DIP Lenders, the Prepetition Agent or the Prepetition Lenders, and without the necessity of execution by the Debtors, or the filing or recordation, of any financing statements, security agreements, vehicle lien applications, mortgages, filings with the U.S. Patent and Trademark Office or the U.S. Copyright Office, or other documents or the taking of any other actions. All DIP Collateral shall be free and clear of other liens, claims and encumbrances, except the Primed Liens, the Pari Passu Liens, the Non-Primed Liens and other permitted liens and encumbrances as provided in the DIP Credit Agreement. If the DIP Agent hereafter requests that any of the Debtors execute and deliver to

the DIP Agent financing statements, security agreements, collateral assignments, mortgages or other instruments and documents considered by the DIP Agent to be reasonably necessary or desirable to further evidence the perfection of the DIP Liens, the Debtors are hereby authorized to execute and deliver such financing statements, security agreements, mortgages, collateral assignments, instruments and documents, and the DIP Agent 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 the Interim Order. With respect to (a) all unearned premiums, dividends and loss payments (collectively, the “Unearned Premiums”) related to certain insurance policies (the “Financed Policies”) financed by the any of the Debtors through premium financing arrangements and held by a premium financing lender to secure the Debtors’ annual premiums and other obligations arising under the Financed Policies (but only to the extent that premium financing lender has a properly perfected lien against and security interest in such Unearned Premiums) and (b) the Adequate Assurance Deposits, any lien granted under this Final Order shall not extend to such Unearned Premiums or the Adequate Assurance Deposits, but only to the Debtors’ reversionary rights, if any, in such funds.

17. DIP Lenders’ Superpriority Claims. In addition to the liens and security interests granted to the DIP Agent pursuant to this Final Order, subject to the Carve-Out and in accordance with sections 364(c)(1), 503 and 507 of the Bankruptcy Code, all of the DIP Obligations (including, without limitation, all DIP Loans) shall constitute allowed superpriority administrative expense claims (the “DIP Superpriority Claims”) with priority over any and all administrative expenses of the Debtors, whether heretofore or hereafter incurred, of the kind specified in, or ordered pursuant to, sections 105, 326, 327, 328, 330, 331, 364, 365, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1103, 1104, 1113, 1114 or any other provisions of the Bankruptcy Code (including without limitation and notwithstanding any other order to the contrary, any priority or administrative expense claim, right or interest afforded to or granted in favor of a proposed buyer in connection with any sale of assets of the Debtors’ estates), which DIP Superpriority Claims shall be payable from and have recourse to all prepetition and

postpetition property of the Debtors, including, but not limited to, the proceeds of Avoidance Actions, and all proceeds thereof.

18. Carve Out. The DIP Collateral, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Priority Claims, the Primed Liens and the Pari Passu Liens shall be subject to the Carve-Out, unless and until the Carve-Out Reserve Fund (as defined herein) is funded in full as provided herein. For purposes of this Final Order, the “Carve-Out” shall mean, collectively: (a) fees pursuant to 28 U.S.C. § 1930(a)(6) and 28 U.S.C. § 156(c) (“U.S. Trustee Fees”); and (b) unpaid professional fees and expenses of the Debtors (excluding any incurred and unpaid professional fees and expenses of any of the agents or lenders payable pursuant to this Final Order) and the Committee (excluding professional fees and expenses incurred by members of the Committee) (collectively, the “Professionals”), incurred and accruing prior to or on the date upon which the DIP Agent issues a Carve-Out Trigger Notice, but only to the extent such unpaid fees and expenses are set forth in the Budget and are allowed by the Court and (c) unpaid Professionals’ fees and expenses incurred and accruing after the date upon which the DIP Agent issues a Carve-Out Trigger Notice, provided the unpaid fees and expenses pursuant to clause (c) shall not exceed an aggregate amount of \$500,000 (the “Professionals’ Carve-Out Cap”) to the extent such fees and expenses are allowed by the Court (clauses (b) and (c), collectively, the “Professionals’ Carve-Out”); provided, however, that the DIP Agent shall be entitled to reduce, from time to time, the Availability (as such term is defined in the DIP Credit Agreement) under the DIP Credit Agreement by the amount of the Professionals’ Carve-Out that would exist if a Carve-Out Trigger Notice were issued at such time. Upon full satisfaction of all Prepetition Obligations and DIP Obligations, DIP Agent shall be permitted to establish a cash reserve equal to the full amount of the Carve Out secured by cash collateral or a DIP Loan in an amount equal to the Carve Out (the “Carve Out Reserve Fund”), and may assign the Carve Out and Carve Out Reserve Fund to Debtors, and upon such event the DIP Agent and DIP Lenders shall have no further liability relating to the Carve Out. Notwithstanding the foregoing, so long as a Carve-Out Trigger Notice has not been issued, the Debtors shall be permitted to pay fees to the

Professionals and reimburse expenses incurred by the Professionals to the extent set forth in the Budget and that are allowed and payable under sections 328, 330 and 331 of the Bankruptcy Code and compensation procedures approved by the Court, as the same may be due and payable, and the same shall not reduce the Professionals' Carve-Out Cap. In any event, the DIP Agent, the DIP Lenders and the Prepetition Agent reserve the right to review and object to any fee statement, interim application or monthly application issued or filed by the Professionals. Notwithstanding any provision (including, without limitation, any "variance" or similar provision) of the Interim Order, this Final Order or the DIP Credit Agreement to the contrary, aggregate cumulative expenditures for restructuring professional fees of the Debtors or any Committee shall not exceed one hundred percent (100%) of the amount with respect thereto set forth in the Budget.

19. Investigation of Prepetition Liens. The Debtors shall not assert or prosecute, and no portion of the DIP Credit Facility, the DIP Collateral, the Prepetition Collateral, the Cash Collateral, or the Carve-Out, and no disbursements set forth in the Budget, shall be used for the payment of professional fees, disbursements, costs or expenses incurred in connection with (a) asserting or prosecuting any claims or causes of action against the Prepetition Agent, the Prepetition Lenders, the DIP Agent or the DIP Lenders, or (b) challenging or raising any defenses to the Prepetition Obligations or the DIP Obligations, or the liens of the Prepetition Agent, the Prepetition Lenders, the DIP Agent or the DIP Lenders. Notwithstanding the foregoing, (i) the Debtors shall be permitted to contest the occurrence and/or continuance of an Event of Default in accordance with the terms and conditions of this Final Order, and (ii) no more than \$50,000 of the proceeds of the DIP Credit Facility or the DIP Collateral may be used by the Committee to investigate the prepetition liens and claims of the Prepetition Agent and the Prepetition Lenders.

20. Cash Management System. The cash management system described in the DIP Credit Agreement (the "Cash Management System") and all accounts established in connection therewith shall be used for the purposes and on the terms and conditions set forth in

the DIP Credit Agreement and the other DIP Credit Documents. The Debtors are further authorized to enter into any additional agreements providing for the establishment of lock boxes, blocked accounts or similar arrangements in favor of the DIP Agent for purposes of facilitating cash collections from the Debtors in accordance with the terms of the DIP Credit Agreement. Except to the extent otherwise expressly set forth in the DIP Credit Agreement, the Debtors shall remit to the DIP Agent all Cash Collateral in or that comes into the Debtors' possession for application to the DIP Obligations in accordance with the terms of the DIP Credit Agreement.

21. Shared Control Between Prepetition Agent and DIP Agent; Access; Insurance. The Prepetition Agent shall immediately share dominion and control with the DIP Agent with respect to each depository account of the Debtors or other third party that was subject to a deposit account control agreement with the Prepetition Agent as of the Commencement Date, and each of such deposit account control agreements shall hereafter be enforceable by the DIP Agent against, and binding upon, each depository institution party thereto until the DIP Obligations have been paid in full in cash and the DIP Credit Agreement shall have been terminated, after which such deposit account control agreements shall again be solely enforceable by the Prepetition Agent. Nothing herein shall require the DIP Agent to assume any lease as a condition to the rights afforded to the DIP Agent in this paragraph 21. From and after the date of entry of the Interim Order, the Prepetition Agent and the DIP Agent shall be, and shall be deemed to be, without any further action or notice, named as additional insureds and loss payees on each insurance policy maintained by the Debtors which in any way relates to the DIP Collateral. Any insurance proceeds or other receipts from any source (excluding other authorized payments provided for herein) paid to any of the Prepetition Agent, the Prepetition Lenders, the DIP Agent or the DIP Lenders shall be immediately delivered to the Debtors and shall be subject to the DIP Liens and provisions of the DIP Credit Agreement. Upon the entry of this Final Order, notwithstanding anything contained herein to the contrary and without limiting any other rights or remedies of the DIP Agent, for the ratable benefit of the DIP Lenders, contained in the Interim Order, this Final Order or the DIP Credit Documents, or otherwise

available at law or in equity, and subject to the terms of the DIP Credit Agreement and this Final Order, upon reasonable prior written notice to the landlord of any leased premises that an Event of Default has occurred and is continuing under the DIP Credit Documents, the DIP Agent may, subject to any separate agreement by and between such landlord and the Prepetition Agent and applicable non-bankruptcy law (each, a "Separate Agreement"), enter upon any leased premises of any of the Debtors for the purpose of exercising any remedy (in accordance with the terms of the DIP Credit Agreement and this Final Order) with respect to the DIP Collateral located thereon and, subject to such Separate Agreement, shall be entitled to all of the Debtors' rights and privileges as lessee under such lease without interference from the landlord(s) thereunder; provided that, subject to such Separate Agreement, the DIP Agent shall only pay rent of the Debtors that first accrues after the DIP Agent's written notice referenced above and that is payable during the period of such occupancy by the DIP Agent, calculated on a per diem basis.

22. Adequate Protection for Prepetition Lenders.

A. As adequate protection for the payment of the Adequate Protection Obligations, subject to the Carve-Out, the Prepetition Agent, for the benefit of itself and the Prepetition Lenders, shall be, and hereby is, granted the Replacement Lien and the Adequate Protection Priority Claims (each as defined in paragraph I, above). With respect to adequate protection claims arising from any diminution in the value of the Prepetition Lenders' interests in the Prepetition Collateral, the Adequate Protection Priority Claims shall be equal in priority to the DIP Superpriority Claims and senior in priority to all other adequate protection claims;

B. As additional adequate protection, (i) the Prepetition Agent shall be entitled to the ongoing payment of the Prepetition Agreement Expenses, including the fees and expenses of legal counsel and other professionals retained by the Prepetition Agent, as and when due and payable under the Prepetition Credit Documents (without giving effect to any acceleration provision therein), and (ii) except for the security interests, liens, mortgages, claims and other interests granted pursuant to this Final Order (including, without limitation, the Carve-Out), it will constitute an Event of Default if any of the Debtors incur or request authority to

incur additional indebtedness with claim status or with priority over the Prepetition Obligations or liens equal to or senior in priority to the Prepetition Liens; provided that the Debtors may incur liens which constitute Permitted Liens (as such term is defined in the DIP Credit Agreement).

23. 506(c) Waiver. Upon the entry of this Final Order, each of the Debtors (on behalf of itself and its respective estate) shall irrevocably waive, and shall be prohibited from asserting, any surcharge claim under sections 105, 326, 327, 330, 331, 503(b), 506(c), 507(a) or the “equity exception” in section 552(b), section 726 of the Bankruptcy Code or otherwise for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the DIP Agent, the DIP Lenders, the Prepetition Agent or the Prepetition Lenders upon, the DIP Collateral and the Prepetition Collateral. In no event shall the DIP Agent or the DIP Lenders be subject to the equitable doctrine of marshaling or any similar doctrine with respect to the DIP Collateral or the Prepetition Collateral.

24. Restrictions on Granting Post-Petition Liens. Except for the Carve-Out, Permitted Liens, liens and claims otherwise permitted pursuant in the DIP Credit Agreement or as expressly set forth in this Final Order, it shall constitute an Event of Default if any of the Debtors incurs or requests authority to incur a claim or grants a lien (or a claim or lien is allowed) having a priority superior to or *pari passu* with those granted pursuant to the Interim Order or this Final Order to the DIP Agent and the DIP Lenders, or the Prepetition Agent and the Prepetition Lenders, respectively, at any time during which any portion of the DIP Credit Facility (or any refinancing thereof), the Revolver Commitments (as such term is defined in the DIP Credit Agreement) thereunder, the Term Loan Commitment (as such term is defined in the DIP Credit Agreement) thereunder, the DIP Obligations or the Adequate Protection Obligations remains outstanding.

25. Binding Nature of Order. The provisions of this Final Order shall be binding upon the Debtors and each of their respective successors and assigns (including, without

limitation, any trustee or other fiduciary hereafter elected or appointed for or on behalf of any of the Debtors' estates or with respect to its property).

26. Survival of Order. The provisions of this Final Order and any actions taken pursuant thereto (a) shall survive the entry of any order: (i) confirming any plan of reorganization in any of the Cases; (ii) converting any of the Cases to a case under chapter 7 of the Bankruptcy Code; or (iii) dismissing any of the Cases; and (b) shall continue in full force and effect notwithstanding the entry of any such order, and the claims, liens and security interests granted pursuant to the Interim Order and this Final Order shall maintain their priority as provided by the Interim Order and this Final Order until all of the DIP Obligations are indefeasibly paid in full and discharged in accordance with the terms of the DIP Credit Agreement. The DIP Obligations shall not be discharged by the entry of any order confirming any plan of reorganization in any of the Cases, and the Debtors shall, and shall be deemed to, waive any such discharge pursuant to section 1141(d)(4) of the Bankruptcy Code.

27. Access to the Debtors. In accordance with the provisions of access in the DIP Credit Documents, the Debtors shall permit representatives, agents, and employees of the DIP Agent and the DIP Lenders to have reasonable access to the Debtors' premises and records during normal business hours (without unreasonable interference with the proper operation of the Debtors' business) and shall cooperate, consult with, and provide to such representatives, agents, and/or employees all such information as is reasonably requested.

28. Protection under Section 364(e) of the Bankruptcy Code. If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacation or stay shall not affect (i) the validity of any DIP Obligations or Adequate Protection Obligations owing to the DIP Agent, the DIP Lenders, the Prepetition Agent and the Prepetition Lenders incurred prior to the actual receipt by the DIP Agent or the Prepetition Agent, as applicable, 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 or pursuant to the DIP Credit Documents with

respect to any DIP Obligations or Adequate Protection Obligations owing to the DIP Agent, the DIP Lenders, the Prepetition Agent and the Prepetition Lenders. Notwithstanding any such reversal, modification, vacation or stay, any use of Cash Collateral or the incurrence of DIP Obligations or Adequate Protection Obligations owing to the DIP Agent, the DIP Lenders, the Prepetition Agent and the Prepetition Lenders prior to the actual receipt by the DIP Agent or the Prepetition Agent, as applicable, 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 Final Order, and the DIP Agent, the DIP Lenders, the Prepetition Agent and the Prepetition Lenders shall be entitled to all of the rights, remedies, protections and benefits granted under section 364(e) of the Bankruptcy Code, the Interim Order, this Final Order and the DIP Credit Documents with respect to all uses of Cash Collateral and the incurrence of DIP Obligations and Adequate Protection Obligations.

29. *Events of Default.* Except as otherwise provided in this Final Order or to the extent the DIP Agent may otherwise agree in writing, any violation of any of the terms of this Final Order or any occurrence of an “Event of Default” pursuant to section 8 of the DIP Credit Agreement shall constitute an event of default (each, an “Event of Default”).

30. *Modification of Stay.* Unless otherwise ordered by the Court, the automatic stay provisions of section 362 of the Bankruptcy Code shall be automatically vacated and modified to the extent necessary to permit the DIP Agent and the DIP Lenders to exercise, upon the occurrence and during the continuation of any Event of Default and, in each case, after the provision by the DIP Agent to the Debtor of five (5) days’ prior written notice of such Event of Default (such five (5) day period, the “Remedies Notice Period”), which written notice shall be served by the DIP Agent via electronic mail or facsimile on the Debtor, counsel to the Committee and the U.S. Trustee, and filed with the Bankruptcy Court by counsel to the DIP Agent, all rights and remedies provided for in the DIP Credit Documents, and to take any or all of the following actions without further order of or application to this Court: (a) immediately terminate the Debtors’ use of Cash Collateral and cease making any DIP Loans to the Debtors;

(b) immediately declare all DIP Obligations to be immediately due and payable and require the Debtors to cash collateralize all Prepetition Letter of Credit Obligations and Postpetition Letter of Credit Obligations (as defined in the DIP Credit Agreement) as provided in the DIP Credit Agreement; (c) immediately terminate the Revolver Commitments; (d) immediately set off any and all amounts in accounts maintained by the Debtors with the DIP Agent or any of the DIP Lenders against the DIP Obligations, or otherwise enforce rights against the DIP Collateral in the possession of any of the DIP Lenders for application towards the DIP Obligations; and (e) take any other actions or exercise any other rights or remedies permitted under the Interim Order or this Final Order, the DIP Credit Documents or applicable law to effect the repayment of the DIP Obligations. The automatic stay under section 362(a) of the Bankruptcy Code shall be automatically vacated and modified as provided above, unless and until, during the Remedies Notice Period, the Court has determined that an Event of Default has not occurred and/or is not continuing. For the avoidance of doubt, neither the DIP Agent nor any of the DIP Lenders shall exercise any such rights and remedies on account of an Event of Default until after expiration of the Remedies Notice Period. Any party in interest's sole recourse with respect to opposing such modification of the automatic stay under section 362(a) of the Bankruptcy Code shall be to contest the occurrence and/or continuance of an Event of Default. During the Remedies Notice Period, the Debtors shall (x) have no right to use any proceeds of the DIP Facility or the Cash Collateral, or any right to request advances under the DIP Facility, other than to (i) satisfy payroll obligations in a manner consistent with the Budget, and (ii) fund the Carve-Out (but only to the extent claims giving rise to the Carve-Out are incurred during the Remedies Notice Period). The rights and remedies of the DIP Agent and the DIP Lenders specified herein are cumulative and not exclusive of any rights or remedies that the DIP Agent and the DIP Lenders may have under the DIP Credit Documents or otherwise. The Debtors shall cooperate fully with the DIP Agent and the DIP Lenders in their exercise of rights and remedies, whether against the DIP Collateral or otherwise.

31. Limitations on Borrowings. It shall constitute an Event of Default if any of the Debtors, the Committee or any of its members seeks authorization for any of the Debtors or any of their estates to borrow money from any person other than the DIP Lenders to the extent that the repayment of such borrowings is to be secured pursuant to section 364(d)(1) of the Bankruptcy Code by a security interest, lien or mortgage that is senior or equal to any of the security interests, liens or mortgages held by the Prepetition Agent (for the ratable benefit of the Prepetition Lenders), including the Replacement Liens, or the security interest, liens or mortgages held by the DIP Agent, unless in connection with such borrowings the DIP Obligations, the Prepetition Agreement Expenses and any remaining Prepetition Obligations are indefeasibly paid in full in cash as a condition to the closing of such borrowings.

32. Modifications of DIP Credit Agreement and Budget. The Debtors are hereby authorized, without further order of this Court, to enter into agreements with the DIP Agent and the DIP Lenders providing for any non-material modifications to the Budget or the DIP Credit Agreement, or of any other modifications to the DIP Credit Agreement necessary to conform the DIP Credit Agreement to this Final Order.

33. Stipulations Regarding Prepetition Obligations and Prepetition Liens Binding on Parties in Interest. The stipulations and admissions contained in this Final Order, including, without limitation, in recital paragraphs E(1), E(2), E(5), E(7), E(8), E(9), E(10) and E(11) of this Final Order, shall be binding on the Debtors' estates and all parties in interest, including, without limitation, all Committees, unless (a) any Committee, or another party in interest (other than the Debtors) with standing and requisite authority, has timely commenced a contested matter or adversary proceeding (subject to the limitations set forth in paragraph 19 hereof) (a "Challenge") challenging the amount, validity or enforceability of the Prepetition Obligations, or the perfection or priority of the Prepetition Liens, or otherwise asserting any objections, claims or causes of action on behalf of any of the Debtor's estates against the Prepetition Agent or Prepetition Lenders relating to the Prepetition Obligations or the Prepetition Liens no later than March 4, 2013, and (b) to the extent the Court rules in favor of the plaintiff in

any such timely and properly filed Challenge. If no such Challenge is timely commenced as of such date then, without further order of the Court, (x) the claims, liens and security interests of the Prepetition Agent and the Prepetition Lenders shall, without further order of the Court, be deemed to be finally allowed for all purposes in the Cases and any subsequent chapter 7 case or cases, and shall not be subject to challenge or objection by any party in interest as to validity, priority, amount or otherwise, and (y) without further order of the Court, each of the Debtors and each of their estates shall be deemed to have released any and all claims or causes of action against the Prepetition Agent and the Prepetition Lenders with respect to the Prepetition Credit Documents or any related transactions. Notwithstanding anything to the contrary herein, if no Challenge is timely commenced, the stipulations contained in paragraphs E(1), E(2), E(5), E(7), E(8), E(9), E(10) and E(11) of this Final Order shall be binding on the Debtors' estates, the Committee and all parties in interest. If a Challenge is timely commenced, the stipulation contained in paragraphs E(1), E(2), E(5), E(7), E(8), E(9), E(10) and E(11) of this Final Order shall be binding on the Debtors' estates and all parties in interest except to the extent such stipulations are specifically challenged in such Challenge as and when originally filed (ignoring any relation back principles). To the extent a Challenge is withdrawn, denied or overruled, the stipulations specifically challenged in such Challenge also shall be binding on the Debtors' estates and all parties in interest. For the avoidance of doubt, any trustee appointed or elected in these chapter 11 cases shall, until the expiration of the period provided herein for asserting Challenges, and thereafter for the duration of any adversary proceeding or contested matter commenced pursuant to this paragraph (whether commenced by such trustee or commenced by any other party in interest on behalf of the Debtors' estates), be deemed to be a party other than the Debtors and shall not, for purposes of such adversary proceeding or contested matter, be bound by the acknowledgments, admissions, confirmations and stipulations of the Debtors in this Final Order.

34. Findings of Fact and Conclusions of Law. This Final Order constitutes findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Commencement Date immediately upon the entry thereof.

35. Termination of Commitments. The commitment of the DIP Lenders shall terminate and all amounts owing under the DIP Credit Facility shall be due and payable (and, as to letters of credit then outstanding, the Debtors shall be obligated to deposit with the DIP Agent cash in an amount equal to 105% of the face amount of such letters of credit), on the earliest to occur of the following (the "Termination Date"): (a) January 15, 2013, (b) the effective date of a confirmed plan of reorganization in any of the Cases, in form and substance acceptable to the DIP Agent and (in the event the exclusivity period under section 1121 of the Bankruptcy Code has not expired or been terminated) the Debtors, (c) subject to the Remedies Notice Period and other terms and conditions of this Final Order, the Debtor's receipt of written notice (which notice may be delivered by facsimile or other electronic transmission and may be delivered to the chief financial officer of the Debtor) of the occurrence of an Event of Default hereunder or under the DIP Credit Documents and a determination by the DIP Agent or the DIP Lenders to terminate the commitments and to terminate the DIP Lenders' consent to the Debtors' and the Guarantors' use of the Cash Collateral (such notice, a "Carve-Out Trigger Notice"), (d) the date on which the Debtor consummates a Strategic Transaction (as such term is defined in the DIP Credit Agreement) acceptable in form and substance to the DIP Agent, and (e) the payment in full in cash (or, as applicable cash collateralization at 105%) of all obligations under the DIP Credit Facility and the payment in full in cash (or, as applicable cash collateralization at 105%) of all Prepetition Obligations.

36. Master Proof of Claim. The Prepetition Agent shall be authorized (but not required) to file a master proof of claim against each of the Debtors (the "Master Proof of Claim") on behalf of itself and the Prepetition Lenders on account of their prepetition claims arising under the Prepetition Credit Documents. If the Prepetition Agent so files a Master Proof of Claim against each of the Debtors, the Prepetition Agent and each Prepetition 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 each of the Debtors arising under the Prepetition Credit Documents, and the claims of the Prepetition Agent and each Prepetition 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 any of the Cases or any successor case or cases in the amount set forth opposite each name listed in the Master Proof of Claim. The Prepetition Agent shall further be authorized to amend its respective 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 36 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 the Prepetition Agent and each Prepetition Lender as the holder of a claim against each of the Debtors under applicable law and the numerosity requirements set forth in section 1126 of the Bankruptcy Code.

Dated: January 11, 2013
Wilmington, Delaware



MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE