IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
VISTEON CORPORATION, et al.,[1]	)	Case No. 09- 11786(CSS)
	)	Jointly Administered
Debtors.	)	
	)	**Re: Docket Nos. 18, 93, 380**

SECOND SUPPLEMENTAL INTERIM ORDER (I) AUTHORIZING THE USE OF CASH COLLATERAL UNDER 11 U.S.C. § 363, (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363 AND (III) SCHEDULING A FINAL HEARING UNDER BANKRUPTCY RULE 4001(B)

Upon the motion ("**Motion**"), dated May 28, 2009, of the above-captioned debtors and debtors in possession (collectively, "**Visteon**" or the "**Debtors**") in these chapter 11 cases ("Cases") under sections 361, 362, 363, and 507(b) of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the "**Bankruptcy Code**"), Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rules 4001-2 and 2002-1(b) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware ("**Local Bankruptcy Rules**"), seeking, among other things:

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Visteon Corporation (9512); ARS, Inc. (3590); Fairlane Holdings, Inc. (8091); GCM/Visteon Automotive Leasing Systems, LLC (4060); GCM/Visteon Automotive Systems, LLC (7103); Halla Climate Systems Alabama Corp. (9188); Infinitive Speech Systems Corp. (7099); MIG-Visteon Automotive Systems, LLC (5828); SunGlas, LLC (0711); The Visteon Fund (6029); Tyler Road Investments, LLC (9284); VC Aviation Services, LLC (2712); VC Regional Assembly & Manufacturing, LLC (3058); Visteon AC Holdings Corp. (9371); Visteon Asia Holdings, Inc. (0050); Visteon Automotive Holdings, LLC (8898); Visteon Caribbean, Inc. (7397); Visteon Climate Control Systems Limited (1946); Visteon Domestic Holdings, LLC (5664); Visteon Electronics Corporation (9060); Visteon European Holdings Corporation (5152); Visteon Financial Corporation (9834); Visteon Global Technologies, Inc. (9322); Visteon Global Treasury, Inc. (5591); Visteon Holdings, LLC (8897); Visteon International Business Development, Inc. (1875); Visteon International Holdings, Inc. (4928); Visteon LA Holdings Corp. (9369); Visteon Remanufacturing Incorporated (3237); Visteon Systems, LLC (1903); Visteon Technologies, LLC (5291). The location of the Debtors' corporate headquarters and the service address for all the Debtors is: One Village Center Drive, Van Buren Township, Michigan 48111.

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(1) authorization for the Debtors to use the Cash Collateral (defined below) and any other Prepetition ABL Collateral (defined below) in which the Prepetition ABL Lenders (defined below) have an interest;

(2) the granting of adequate protection to the Prepetition ABL Lenders for any diminution in the value of the Prepetition ABL Lenders' interests in the Prepetition ABL Collateral, whether from the use of the Cash Collateral or the use, sale, lease, depreciation or other diminution in value of the Prepetition ABL Collateral, or as a result of the imposition of the automatic stay under section 362(a) of the Bankruptcy Code;

(3) approval of certain stipulations by the Debtors concerning the Prepetition ABL Credit Agreement (defined below) and the claims, liens and security interests arising from it;

(4) subject only to and effective upon entry of the Final Order, the limitation of the Debtors' right to surcharge collateral under section 506(c) of the Bankruptcy Code;

(5) under Bankruptcy Rule 4001 and Local Bankruptcy Rule 4001-2, an interim hearing (the "**Interim Hearing**") on the Motion for the proposed interim order annexed to the Motion (the "**Interim Order**") authorizing the Debtors to use the Cash Collateral and granting the requested protection; and

(6) a final hearing (the "**Final Hearing**") to be held within 21 days after entry of the Interim Order to consider entry of a final order (the "**Final Order**") authorizing (i) the Debtors' use of the Cash Collateral and (ii) the granting on a final basis of the requested adequate protection.

The Debtors having served notice pursuant to sections 102(1), 361, 362, and 363 of the Bankruptcy Code and Bankruptcy Rule 4001(b) and (c) and Local Bankruptcy Rule 2002-1(b) and 4001-2, of the Motion, the relief requested therein on an interim basis and the Interim Hearing on, among

others, the Prepetition ABL Agent (defined below) and the Prepetition ABL Lenders, the agent under that certain Amended and Restated Credit Agreement dated as of April 10, 2007 as amended, supplemented or modified (collectively, the "**Prepetition Term Credit Agreement**") in the original principal amount of $1,500,000,000 among Visteon Corporation, as borrower, several lenders (the "**Prepetition Term Lenders**") and JPMorgan Chase Bank, N.A. or its successor, as administrative agent for the Prepetition Term Lenders (the "**Prepetition Term Agent**") (together with the Prepetition Term Lenders, the "**Prepetition Term Secured Parties**"); the Debtors' thirty largest unsecured creditors as set forth in the list filed by the Debtor pursuant to Bankruptcy Rule 1007(d) (the "**Thirty Largest Creditors List**"), the Indenture Trustee under that certain Amended and Restated Indenture dated May 10, 2004 between the Debtor and JPMorgan Chase Bank, N.A., as Indenture Trustee, dated May 10, 2004 (the "**Indenture Trustee**"), all known holders of liens on the Debtors' assets, and the Office of the United States Trustee for the District of Delaware; and

The Interim Hearing having been held by this Court on May 29, 2009, and this Court having entered an interim order, dated May 29, 2009 (the "**Interim Order**"), that, among other things, (i) authorized the Debtors' use of cash collateral, (ii) granted the adequate protection described in the Interim Order and (iii) scheduled the Final Hearing on June 19, 2009, to consider entry of the Final Order, as set forth in the Interim Order and the Motion filed with this Court; and

The Debtors having timely served, within one (1) Court day after May 29, 2009, by overnight mail (i) a notice of the Final Hearing and the briefing schedule thereon as set forth below (the "**Final Hearing Notice**"), and (ii) copies of the Interim Order on (a) the United States Trustee; (b) counsel for the Prepetition ABL Agent (as defined below); (c) counsel for Prepetition Term Agent; (d) counsel for the Indenture Trustee (as defined below), (e) the Thirty Largest Creditors List, (f) all parties in interest on whom service is required by the Debtors' order limiting notice entered in this Case and their counsel and (g) all known holders of liens on the Debtors' assets, and (h) the other parties on whom the Court directed service on the record;

Wilmington Trust, FSB, as administrative agent for the Prepetition Term Lenders (defined below) having filed on May 29, 2009 its "Motion of Prepetition Term Agent for Adequate Protection for the Debtors' Use of the Prepetition Term Loan Collateral (the "**Term Adequate Protection Motion**"), and the Official Committee of Unsecured Creditors (the "**Committee**") having filed its "Objection of the Official Committee of Unsecured Creditors' to Debtors' Motion For Entry of a Final Order (A) Authorizing use of Cash Collateral and (B) Granting Adequate Protection to the Pre-Petition Secured Lender (the "**Committee Objection**");

The hearing having been conducted, at the request of the Debtors and with the consent of the Prepetition ABL Agent, as a second interim cash collateral hearing on June 19, 2009 (**the "Second Interim Hearing**");

A further hearing having been conducted, at the request of the Debtors and with the consent of the Prepetition ABL Agent, as a third interim cash collateral hearing on July 1, 2009 (the "**Third Interim Hearing**");

Upon the record made by the Debtors at the Interim Hearing and the Second Interim Hearing, the Third Interim Hearing, the record in these Cases and the Declaration of William G. Quigley, III in support of First Day Pleadings, and after due deliberation and consideration and sufficient cause having been shown:

IT IS FOUND AND ORDERED that:

1) *Disposition.* The Motion is granted on a third interim basis on the terms set forth in this Order (the "**Second Supplemental Interim Order**"). Any objection to the relief sought in the Motion that has not been previously resolved or withdrawn is overruled on the merits solely as respects the Interim Order, the Supplemental Interim Order and this Second Supplemental Interim Order. This Second Supplemental Interim Order is valid, binding and enforceable on all parties in interest and fully effective immediately upon entry.

2) *Jurisdiction and Venue.* This Court has jurisdiction over the Cases and the Motion as a core proceeding and over the affected parties and property under 28 U.S.C. §§ 157(b) and 1334. Venue is

proper in this Court under 28 U.S.C. §§ 1408 and 1409. No request has been made for the appointment of a trustee or examiner.

3) *Notice.* Under the circumstances, the notice given by the Debtors of the Motion, the relief requested therein, the Interim Hearing pursuant to Bankruptcy Rule 4001(b) and Local Bankruptcy Rule 4001-2, constituted appropriate, due and sufficient notice thereof and complied with Bankruptcy Rules 4001(b) and (c) and the Local Bankruptcy Rules, and the notice of the relief to be sought at this Third Interim Hearing as described in the Final Hearing Notice and the service thereof as set forth above was and is appropriate, due and sufficient as notice of the Third Interim Hearing.

4) *Prepetition Secured Facilities.* As of the Petition Date, the Debtors were parties to the following agreements:

a) Visteon Corporation and 23 of its domestic subsidiaries, all of which are Debtors in these Cases (collectively, the "**Borrowers**"), Ford Motor Company ("**Ford**"), as sole lender, and Ford CCA, LLC as collateral guarantor of outstanding letters of credit (collectively with Ford, and such other persons and entities as may acquire interests in the Prepetition ABL Obligations, the "**Prepetition ABL Lenders**") and JPMorgan Chase Bank, N.A. as administrative agent for the Prepetition ABL Lenders (the "**Original Prepetition ABL Agent,**" and together with the Prepetition ABL Lenders, the "**Prepetition ABL Secured Parties**") and issuing bank, are parties to that certain Credit Agreement dated as of August 14, 2006, as amended, supplemented or modified by that certain (i) First Amendment to Credit Agreement and Consent dated as of November 27, 2006; (ii) Second Amendment to Credit Agreement and Consent dated as of April 10, 2007; (iii) Third Amendment to Credit Agreement dated as of March 12, 2008; (iv) Fourth Amendment and Limited Waiver to Credit Agreement and Amendment to Security Agreement dated as of March 11, 2009; (v) Fifth Amendment to Credit Agreement dated as of May 13, 2009; (vi) Sixth Amendment to Credit Agreement dated as of May 13, 2009; and (vii) Seventh Amendment to Credit Agreement dated as of May 21, 2009 (thus amended, supplemented or modified, "**Prepetition ABL Credit Agreement**");

b) (i) Pledge and Security Agreement dated as of August 14, 2006, (ii) Trademark Security Agreement dated as of August 14, 2006, (iii) Patent Security Agreement dated as of August 14, 2006, and (iv) First Lien Aircraft Security Agreement dated as of March 28, 2008 (as amended, supplemented or otherwise modified before the Petition Date, ("Prepetition ABL Security Agreements"); and together with all other security agreements, pledge agreements, fixture filings, mortgages, deeds of trust, control agreements, and all other collateral and ancillary documentation executed or delivered in connection with the Prepetition ABL Credit Agreement, ("Prepetition ABL Security Documents"); among the Borrowers and the Original Prepetition ABL Agent;

c) The Prepetition Term Credit Agreement; and

d) Intercreditor Agreement, dated as of June 13, 2006 (the "**Intercreditor Agreement**"), among the Original Prepetition ABL Agent, the predecessor to the Prepetition Term Agent, Visteon and specified subsidiaries and affiliates of Visteon.

5) *Debtors' Stipulations.* Without prejudice to the rights of any other party (but subject to the limitations in paragraphs 22 and 23 of this Second Supplemental Interim Order), the Debtors admit, stipulate and agree that:

a) as of the Petition Date, (i) each Borrower was indebted and liable to the Original Prepetition ABL Agent and the Prepetition ABL Lenders, without defense, counterclaim or offset of any kind, concerning the revolving loans made by the Prepetition ABL Lenders to the Borrowers under the Prepetition ABL Credit Agreement in the aggregate principal amount of not less than $89 million (plus accrued and unpaid interest), (ii) each Borrower was contingently liable to the issuing banks under the Prepetition ABL Credit Agreement and to the Prepetition ABL Lenders for an aggregate face amount of not less than $58 million on account of the Borrowers' reimbursement obligations for letters of credit issued under the Prepetition ABL Credit Agreement, that remained outstanding as of the Petition Date (a portion of which have been drawn since the Petition Date and may continue to be drawn), (iii) each Borrower was indebted and liable to the Original Prepetition ABL Agent and the Prepetition ABL Lenders for fees, expenses (including any attorneys', accountants', appraisers' and financial advisors'

fees and expenses) that are chargeable or reimbursable under the Prepetition ABL Credit Agreement, the Prepetition ABL Security Documents, any amendment, supplement or other modification of any of the foregoing, or any related agreement, instrument or other document executed or delivered in connection with them (the Prepetition ABL Credit Agreement and the Prepetition ABL Security Documents, collectively, **"Prepetition ABL Loan Documents"**), and for charges and other obligations incurred in connection with those loans and letters of credit in each case as provided in the Prepetition ABL Loan Documents, and (iv) the Borrowers were indebted, jointly and severally, in connection with Swap Obligations and Banking Services Obligations (all as defined in the Prepetition ABL Credit Agreement) (items (i) through (iv), collectively, **"Prepetition ABL Obligations"**);

b) the Prepetition ABL Loan Documents and the Prepetition ABL Obligations constitute the legal, valid and binding obligations of the Borrowers, enforceable in accordance with their terms (other than any concerning stay of enforcement arising from section 362 of the Bankruptcy Code), and no portion of the Prepetition ABL Obligations is subject to avoidance, recharacterization, reduction, disallowance, impairment, recovery or subordination under the Bankruptcy Code or applicable nonbankruptcy law;

c) the Debtors do not have any claims, counterclaims, causes of action, defenses or setoff rights, whether arising under the Bankruptcy Code or otherwise, against the Original Prepetition ABL Agent, in its capacity as such, the Prepetition ABL Lenders, in their capacities as such, or their respective affiliates, subsidiaries, members, agents, officers, directors, employees and attorneys, arising under the Prepetition ABL Loan Documents or otherwise in regard to the Prepetition ABL Obligations;

d) the liens and security interests granted to the Original Prepetition ABL Agent (for the ratable benefit of the holders of the Prepetition ABL Obligations) under and in connection with the Prepetition ABL Security Documents (including (i) liens and security interests securing any Banking Services Obligations (as defined in the Prepetition ABL Credit Agreement) provided or to be provided by the Original Prepetition ABL Agent or any former lender or other person under and as specified in the Prepetition ABL Credit Agreement and (ii) the setoff rights described in the Prepetition ABL Loan

Documents and arising by operation of law) are valid, binding, perfected, enforceable, first-priority liens on the personal and real property described in the Prepetition ABL Security Documents (the **"Prepetition ABL Collateral"**), subject to subordination in certain instances to the liens of the Prepetition Term Agent for the ratable benefit of the Prepetition Term Lenders in accordance with the Intercreditor Agreement, but not subject to avoidance, recharacterization or subordination under the Bankruptcy Code or applicable nonbankruptcy law and subject and subordinate only to (i) the Carve Out (defined below) and (ii) valid, perfected and unavoidable liens permitted under the Prepetition ABL Loan Documents to the extent those liens are permitted to be senior to or *pari passu* with the liens of the Prepetition ABL Agent on the Prepetition ABL Collateral; and

e) the aggregate value of the Prepetition ABL Collateral exceeds the aggregate amount of the Prepetition ABL Obligations as of the Petition Date.

6) *Findings Regarding the Use of Cash Collateral.*

a) Good cause has been shown for issuance of this Second Supplemental Interim Order. The Debtors do not have available sources of working capital and financing to carry on the operation of their businesses without the use of the Cash Collateral. The Debtors have an immediate need to use the Cash Collateral to enable them to, among other things, continue the operation of their businesses in an orderly manner, maintain business relationships with customers, suppliers and vendors, make payroll, make capital expenditures and satisfy other working capital and operational needs. The access of the Debtors to sufficient working capital and liquidity through the use of Cash Collateral is vital to the preservation and maintenance of the going concern values of the Debtors.

b) Based on the record presented to the Court at the Interim Hearing and the Second Interim Hearing, and the Third Interim Hearing, the terms of the use of Cash Collateral are fair and reasonable, reflect the Debtors' prudent exercise of business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration for the Prepetition ABL Lenders' consent.

c) The Prepetition ABL Agent, the Prepetition ABL Lenders and the Debtors have negotiated in good faith and at arm's length regarding the Debtors' use of the Cash Collateral to fund the administration of the Debtors' bankruptcy estates and continued operation of their businesses. The Prepetition ABL Agent and the Prepetition ABL Lenders have agreed to permit the Debtors to use the Cash Collateral through the Expiration Date (as defined below) all subject to the terms and conditions set forth in this Second Supplemental Interim Order and in the Prepetition ABL Credit Agreement, including the protection afforded an entity acting in "good faith" under section 363(m) of the Bankruptcy Code.

d) The Debtors have requested immediate entry of this Second Supplemental Interim Order under Bankruptcy Rule 4001(b)(2) and Local Bankruptcy Rule 4001-2. Use of Cash Collateral under the Interim Order terminates as of June 19, 2009, and unless the relief sought by this Second Supplemental Interim Order is granted, the Debtors' bankruptcy estates will be immediately and irreparably harmed. The use of Cash Collateral in accordance with this Second Supplemental Interim Order and the Prepetition ABL Credit Agreement is in the best interests of the Debtors' bankruptcy estates.

e) The Prepetition ABL Lenders object to the use by the Debtors of the Prepetition ABL Collateral, including the Cash Collateral, except on the terms of this Second Supplemental Interim Order (or other order that may be issued by the Bankruptcy Court with the consent of the Prepetition ABL Agent and the Prepetition ABL Lenders). The Prepetition ABL Lenders are entitled, under section 363(e) of the Bankruptcy Code, to adequate protection of their interest in the Prepetition ABL Collateral to the extent of diminution in value, including for the use of Cash Collateral; the use, sale, lease, depreciation or other diminution in value of the Prepetition ABL Collateral other than the Cash Collateral; and the imposition of the automatic stay under section 362 of the Bankruptcy Code. The Prepetition Term Agent and the Prepetition Term Lenders are entitled to adequate protection of their interests in the Prepetition Term Collateral to the extent of any diminution in the value of their interests in the Prepetition Term Collateral resulting from the use thereof by the Debtor, or the effect of the automatic stay, if any, but, in any case, only to extent permissible under the Intercreditor Agreement.

7) *The Cash Collateral.*

a) Deposited Funds. To the extent any funds were on deposit with the Original Prepetition ABL Agent in the concentration accounts maintained with the Prepetition ABL Agent or any successor to the Original Prepetition ABL Agent whom the Required Prepetition Lenders (defined below) appoint pursuant to the terms of the Prepetition ABL Credit Agreement (the "**Successor Prepetition ABL Agent**" and, together with the Original Prepetition ABL Agent, collectively, as applicable from time to time, the "**Prepetition ABL Agent**"), or were on deposit with any financial institution subject to the Prepetition ABL Security Documents as of the Petition Date (regardless of whether, at that time, those funds had been collected or made available for withdrawal by any Debtor), those funds ("**Deposited Funds**") are subject to rights of setoff in favor of the Prepetition ABL Agent to the extent set forth in the Prepetition ABL Credit Agreement or as provided by applicable law. By virtue of those setoff rights and section 553 of the Bankruptcy Code, the Prepetition ABL Obligations are secured by the Deposited Funds for the purposes of these Cases under section 506(a) of the Bankruptcy Code.

b) Cash Collateral. The Debtors' cash, including all cash and other amounts on deposit or maintained in any account subject to control in favor of the Prepetition ABL Agent or Prepetition ABL Lenders, including but not limited to deposit accounts subject to a deposit account control agreement with the Prepetition ABL Agent or in the concentration accounts maintained with the Prepetition ABL Agent (or any of their respective affiliates) (collectively, the "**Collateral Accounts**") and any proceeds of the Prepetition ABL Collateral (including the Deposited Funds or any other funds on deposit at any other institution as of the Petition Date), are "cash collateral" of the Prepetition ABL Lenders within the meaning of section 363(a) of the Bankruptcy Code. The Debtors' cash, the Deposited Funds, the funds in the Collateral Accounts, all proceeds of Prepetition ABL Collateral and any other Prepetition ABL Collateral (but excluding any proceeds of the Term Loan Priority Collateral), constitutes the Prepetition ABL Lenders' cash

collateral within the meaning of Bankruptcy Code §363(a) and are referred to as "**Cash Collateral.**"

c) Prepetition Term Lenders' Claimed Cash Collateral. Prepetition Term Agent and the Prepetition Term Lenders claim, and the Debtors reserve their right to dispute, that they hold a security interest with priority over the security interests of the Prepetition ABL Secured Parties in any or proceeds of the Term Loan Priority Collateral ("**Term Cash Collateral**"), including, but not limited to, the following dividends or other payments (collectively, the "**Dividends**"): (i) a dividend or other payment from an Asian subsidiary in June 2009 in the approximate net amount of $4,500,000.00; (ii) a dividend or other payment from an Asian subsidiary in June 2009 in the approximate net amount of $6,600,000.00; (iii) a dividend or other payment from an Asian subsidiary in July 2009 in the approximate net amount of $2,700,000.00; (iv) a dividend or other payment from an Asian subsidiary in July 2009 in the approximate net amount of $5,300,000.00; and (v) any other dividend made to any of the Debtors from (x) Foreign Subsidiaries, (y) Visteon International Holdings, Inc., and/or (z) other Foreign Stock Holding Companies or any other Loan Party (as such term is defined in the Intercreditor Agreement) in which the Prepetition Term Agent, for itself and for the benefit of the Prepetition Term Lenders, holds a first-priority security interest in the equity thereof, pursuant to the Intercreditor Agreement and the other Prepetition Term Loan Documents. The Prepetition Term Agent and Prepetition Term Lenders assert, and Debtors reserve their right to dispute, that such Dividends are subject to a valid and perfected first priority security interest in favor of the Prepetition Term Agent. Such Dividends will be placed and held by the Debtors in a segregated bank account which the Prepetition Term Agent and the Prepetition Term Lenders assert is subject to a valid and first priority perfected security interest in favor of the Prepetition Term Agent, until the Court determines whether the Dividends do, or do not, constitute Term Cash Collateral. The fact of the segregation of the Dividends will neither enhance, nor detract from, the status of the Prepetition Term Loan Agent as a secured creditor with respect to the Dividends. The Debtors, the Prepetition ABL Lenders, and the Prepetition

Term Lenders reserve all rights and arguments with respect to the Dividends, and the Prepetition ABL Secured Parties reserve all rights under the Intercreditor Agreement in regard to the Dividends. The Debtors agree to not use the Dividends until the Court issues an order ruling on whether the Dividends constitute Term Cash Collateral. The segregation of the Dividends in a separate account shall not be (i) interpreted as an admission by the Debtors that the Dividends constitute Term Cash Collateral or that the Prepetition Term Lenders have any interest in the Dividends under the Intercreditor Agreement or otherwise or (ii) to affect, improve, or lessen the status of the proceeds of the Dividends as Term Priority Collateral pursuant to the Intercreditor Agreement.

8) *Use of Cash Collateral.* Subject to compliance with the Budget (defined below) and the terms and conditions of this Second Supplemental Interim Order and in the Prepetition ABL Credit Agreement (other than with respect to reimbursement obligations of Letters of Credit provisions), the Debtors are authorized, during the period from the Petition Date through and including the Expiration Date (defined below) to (i) use the Cash Collateral generated from the operation of the Debtors' businesses in the ordinary course through the collection of accounts receivable and the proceeds of other Prepetition ABL Collateral and (ii) use the Cash Collateral in the Collateral Accounts, subject to the limitations and adjustments contained in this Second Supplemental Interim Order for the purposes authorized pursuant to the Budget or under the terms of this Second Supplemental Interim Order. The term **"Expiration Date"** means the earlier of (x) July 16, 2009 or, such later date to which the Prepetition ABL Lenders who hold amounts of the Prepetition ABL Obligations sufficient to issue such a consent pursuant to the Prepetition ABL Credit Agreement (the **"Required Prepetition ABL Lenders"**), may consent in writing, or (y) the date specified as the expiration date in any notice of an Event of Default (as defined below) delivered by the Prepetition ABL Agent (acting at the direction of the Required Prepetition ABL Lenders) to the Debtors, the Prepetition Term Agent, the Office of the United States Trustee, and the Committee appointed in these Cases, which Expiration Date must be at least three (3) Business Days (the first day after the date considered which is not a Saturday, Sunday, or Federally

observed holiday being defined as a "**Business Day**") after delivery of such notice. The Debtors must use any cash (except Term Cash Collateral, if any Term Cash Collateral exists) that is not Cash Collateral before using Cash Collateral, and any non-Cash Collateral must be used only for the same purposes as permitted for Cash Collateral in accordance with the terms and conditions of this Second Supplemental Interim Order and the Budget. If Required Prepetition ABL Lenders and the Debtors consent to an extension of the Expiration Date, they shall notify the Committee and the Prepetition Term Agent. The Required Prepetition ABL Lenders and the Debtors may mutually consent to one or more extensions of the Expiration Date of the Second Supplement Interim Order (or a subsequent Supplemental Interim Order). The Committee or the Prepetition Term Agent may object to the extension of the Expiration Date established by a Final Order (or a subsequent Supplemental Interim Order) within 3 Business Days thereafter, and the Debtors may move on 4 Business Days' notice to the Committee and the Prepetition Term Agent for an Order authorizing the extension of the Expiration Date established in a Final Order.

a) Subject to the limitations of this Second Supplemental Interim Order, including the Budget and the Variance (as defined below), so long as the Expiration Date has not occurred and no Event of Default has occurred and is continuing, the Debtors may use Cash Collateral by delivering to the Prepetition ABL Agent, on a weekly basis, (x) a written request for release of Cash Collateral (**"Cash Collateral Request"**) in the form acceptable to Required Prepetition ABL Lenders and Prepetition ABL Agent in their sole discretion and (y) a certificate, prepared in accordance with the criteria applicable to Borrowing Base Certificates as defined in the Prepetition ABL Credit Agreement, (each, a "**Collateral Base Certificate**"), calculating and classifying the Debtors' accounts receivable and inventory (the "**Collateral Base**") using the same methodology as used by the Debtors prepetition to calculate the Borrowing Base (as defined in the Prepetition ABL Credit Agreement), and providing the supporting information and as had been provided by the Debtors to the Prepetition ABL Secured Parties prepetition, each duly executed by a representative of the Debtors authorized to do so by the Prepetition ABL Credit Agreement and each of which will be deemed to be the Debtors' representation and warranty that (i) the Cash Collateral Request is necessary to fund the Debtors' operating expenses after utilization and

application of all other available non-Cash Collateral of the Debtors, (ii) the intended uses thereof are consistent with the terms of this Second Supplemental Interim Order and the Budget and are necessary, after utilization and application of all other available cash of the Debtors, in order for the Debtors to satisfy their obligations in the ordinary course of business or as otherwise permitted under this Second Supplemental Interim Order, the Budget, and the Prepetition ABL Credit Agreement; (iii) the Debtors have observed and performed in all material respects all applicable obligations and requirements contained in this Second Supplemental Interim Order, and satisfied each condition to the continued use of Cash Collateral contained in this Second Supplemental Interim Order and the Prepetition ABL Credit Agreement to be observed, performed or satisfied by them, and (iv) no Event of Default under this Second Supplemental Interim Order or the Prepetition ABL Credit Agreement (other than any default thereunder occurring solely as a result of the commencement of these Cases), and no event or condition that with notice or the lapse of time, or both, would constitute an Event of Default, has occurred and is continuing under this Second Supplemental Interim Order.

b) Notwithstanding the provisions of any order entered in these Cases, the Debtors' expenditures of Cash Collateral shall be governed by this Second Supplemental Interim Order and the Budget, subject to the Variance; provided, however, that the Debtors may pay the reasonable fees and expenses of the Original Prepetition ABL Agent incurred during the term of its appointment, and of the Successor Prepetition ABL Agent incurred during the term of its appointment, and the fees of an agent appointed under a Permitted DIP Financing (as defined below), in amounts to be approved by Required Prepetition ABL Lenders and in the manner and on the terms provided in Section 10(e) hereof.

9) *Budget*

a) Format of Budget. Debtors may use the Cash Collateral solely as provided in this Second Supplemental Interim Order and the Prepetition ABL Credit Agreement. The Debtors will only use the Cash Collateral for the payment of the costs and expenses associated with the operation of the Debtors' businesses and the conduct of the Cases in the amounts and categories of the Debtors' Projected Expenditures, Revenues and Collateral Base Forecast delivered to and agreed by the Prepetition

ABL Agent and the Prepetition ABL Lenders prior to entry of this Second Supplemental Interim Order and attached hereto as Exhibit "1" (the "**Budget**"), and the additional items set forth in this Second Supplemental Interim Order, including, but not limited to, the fees and expenses set forth in Section 8(b) and 10(e) hereof, setting forth by line item net cash flow (including cash receipts and cash disbursements), expenditures (accounts payable) and collateral values projected by the Debtor for the time period from the Petition Date through July 17, 2009.

b) Reporting. Debtors will provide the Prepetition ABL Agent, the Prepetition ABL Lenders with any written financial information or reporting on the same terms as provided in the Prepetition ABL Credit Agreement or any other Prepetition ABL Loan Document. In addition:

i) From and after entry of this Second Supplemental Interim Order, on each Thursday, beginning with Thursday of the first week following entry of this Second Supplemental Interim Order, Debtors shall deliver to Prepetition ABL Agent, Prepetition ABL Lenders, the Prepetition Term Agent and the Committee a rolling 13 week forecast by line item of net cash flow (including cash receipts and cash disbursements), expenditures (accounts payable) and Collateral Base (each a "**Thirteen Week Forecast**"), which Thirteen Week Forecast shall be subject to the reasonable consent of Required Prepetition ABL Lenders.

ii) From and after entry of this Second Supplemental Interim Order, on each Thursday, beginning with Thursday of the first week following entry of this Second Supplemental Interim Order, the Debtors shall deliver to Prepetition ABL Agent, Prepetition ABL Lenders, the Prepetition Term Agent and the Committee a report, for the week ending on the preceding Thursday, of actual net cash flow (including cash receipts and cash disbursements), expenditures (accounts payable) and an updated weekly Collateral Base, in each case comparing the Debtors' actual performance to the Budget and to most recent the Thirteen Week Forecast, in a form reasonably satisfactory to the Required Prepetition ABL Lenders, and a certification from a Financial Officer (defined in the Prepetition ABL Credit Agreement), certifying that the reports fairly present the financial condition and results of

operations of the Debtors for such period (each an "**Actual Cash Flows and Collateral Base Report**").

iii) From and after entry of this Second Supplemental Interim Order, on each Business Day, beginning on the Business Day following the entry of this Second Supplemental Interim Order, the Debtors shall deliver to the Prepetition ABL Agent, Prepetition ABL Lenders, the Prepetition Term Agent and the Committee a report, as of the close of the immediately preceding Business Day, stating the Debtors' actual cash balances.

iv) From and after entry of this Second Supplemental Interim Order, on each Tuesday, beginning with Tuesday of the second week following entry of this Second Supplemental Interim Order, the Debtors shall deliver to the Prepetition ABL Agent, Prepetition ABL Lenders, the Prepetition Term Agent and the Committee a reasonably detailed explanation for any Variance in the Actual Cash Flows and Collateral Base Report from the Budget and the most recent Thirteen Week Forecast which was delivered to the Prepetition ABL Lenders on the previous Thursday, in a form reasonably satisfactory to the Required Prepetition ABL Lenders (each, a "**Budget Variance Report**").

v) From and after entry of this Second Supplemental Interim Order, on the first Business Day after the 15th day of each month, Debtors shall provide Prepetition ABL Agent, Prepetition ABL Lenders, the Prepetition Term Agent and the Committee its preliminary monthly results for the immediately preceding month.

vi) From and after entry of this Second Supplemental Interim Order, on the 30th day of each month (if a Business Day, otherwise extended to the next Business Day), Debtors shall deliver to the Prepetition ABL Agent, Prepetition ABL Lenders, the Prepetition Term Agent and the Committee a report (a) identifying the customers that have executed Accommodation Agreements, the value in dollars of the financial accommodations received from each customer pursuant to the Accommodation Agreement, and the amount of accounts receivable due from each customer, and (b) providing an update regarding the operations of the Debtors,

including, without limitation, material information regarding relationships with carriers, suppliers and vendors after the Petition Date.

vii) From and after entry of this Second Supplemental Interim Order, on the 30th day after the close of each month (if a Business Day, otherwise extended to the next Business Day), Debtors shall provide to Prepetition ABL Agent, Prepetition ABL Lenders, the Prepetition Term Agent and the Committee a report identifying the Debtors' inventory, in the form used by the Debtors prior to the Petition Date showing production and non-production inventory, adjusted for reserves as calculated in the Debtors' ordinary course; provided, however, that for any month that is the close of a fiscal quarter such report will be provided by the 60th day after the close of the month.

viii) From and after entry of this Second Supplemental Interim Order, on the 30th day after the close of each month (if a Business Day, otherwise extended to the next Business Day), Debtors shall deliver to the Prepetition ABL Agent, Prepetition ABL Lenders, the Prepetition Term Agent and the Committee a report reflecting the age of the Debtors' accounts receivable listed by account debtor as of the close of the prior month; provided, however, that for any month that is the close of a fiscal quarter such report will be provided by the 60th day after the close of the month.

ix) From and after entry of this Second Supplemental Interim Order, on the 30th day after the close of each month (if a Business Day, otherwise extended to the next Business Day), Debtors shall deliver to the Prepetition ABL Agent, Prepetition ABL Lenders, the Prepetition Term Agent and the Committee an accounts payable aging report by vendor identifying post-Petition payables accrued at the time of the close of the prior month; provided, however, that for any month that is the close of a fiscal quarter such report will be provided by the 60th day after the close of the month.

x) On the 30th day after the close of each month (if a Business Day, otherwise extended to the next Business Day) the Debtors shall provide to the Prepetition ABL Agent, Prepetition ABL

Lenders, the Prepetition Term Agent and the Committee, internal basis (i.e., not GAAP-compliant) financial statements for the prior month in the format provided by the Debtors pursuant to the Prepetition ABL Credit Agreement prior to the Petition Date; provided, however, that for any month that is the close of a fiscal quarter such financial statements will be provided by the 60th day after the close of the month.

xi) The Required Prepetition ABL Lenders and the Committee are each permitted to retain expert consultants, counsel, and financial advisors as reasonably required under the circumstances, and the Debtors shall be responsible, jointly and severally for paying the reasonable invoiced expenses of such expert consultants and financial advisors, as, with respect to the Required Prepetition ABL Lenders, to the extent set forth in the Prepetition ABL Credit Agreement. The Debtors will permit the expert consultants, counsel, of financial advisors retained by the Required Prepetition ABL Lenders and the Committee to have reasonable access to the Debtors' premises and non privileged records during normal business hours upon reasonable notice and will cooperate, consult with and provide the Required Prepetition ABL Lenders' and the Committee's consultants and advisors all non-privileged information and reports as may be reasonably requested by their respective consultants and advisors. (Sub-paragraphs 9(i)–(x), collectively, the "**Reporting Requirements**").

c) Approved Variance to the Budget and Projections:

i) Cash Flow. As measured commencing with results shown for the second Post-Petition week of the Budget, as shown in the Budget Variance Reports and Monthly Variance Reports provided, and as reported and measured weekly thereafter at the times set forth in subclause b above, the Debtors' actual cumulative net cash flow for the two (2) full weekly periods preceding and inclusive of the weekly period being considered, divided by two (2), shall not be less than 90% of the cumulative net cash flow set forth on the Budget for the two (2) full weekly periods immediately preceding the weekly period being considered, divided by two (2) (the "Variance").

d) Collateral Base Test. Within fourteen days after entry of this Second Supplemental Interim Order, the Debtors will propose a methodology and procedure, acceptable to Required Prepetition ABL Lenders in their sole discretion, for measuring, reporting, and testing the Debtors' actual Collateral Base as a percentage of the Collateral Base as projected in the Budget (the "**Collateral Base Report and Variance Methodology**"), which, when consented to by Required Prepetition ABL Lenders, will constitute an additional Reporting Requirement and Variance and be deemed approved by the Final Order.

e) Compliance with Budget and Variance. Subject to the Variance, and unless otherwise ordered by the Court after notice and a hearing, the Debtor shall comply with the Budget. The Budget was prepared by the Debtors and it represents the Debtors' actual good faith projection of its net cash flow (including cash receipts and cash disbursements), expenditures (accounts payable) and collateral values post-petition, and the Monthly Cash Collateral Forecast will present the Debtors' actual good faith forecast of their anticipated Cash Collateral needs under this Second Supplemental Interim Order and the effect, giving effect to such anticipated Cash Collateral usage, on the Collateral Base. The intent and purpose of the Budget is to provide a standard for determining whether the financial performance of the Debtor meets the criteria of the Prepetition ABL Agent and the Prepetition ABL Lenders, for purposes of determining whether there has been a default such that the use of Cash Collateral under this Second Supplemental Interim Order should terminate and Prepetition ABL Agent and the Required Prepetition ABL Lenders, should be free to pursue default remedies under the terms of this Second Supplemental Interim Order. Unless the Court orders otherwise after notice and a hearing, the Debtors will not use any Cash Collateral to fund the operations or expenditures of any non-debtor affiliate except in the ordinary course of the Debtors' businesses (i.e., LERA and Maquilladora payments) in accordance with the Budget, and as otherwise agreed in writing by the Required Prepetition ABL Lenders.

f) Each party performing Banking Services (defined in the Prepetition ABL Credit Agreement) is authorized to comply with any instructions originated by the Prepetition ABL Agent directing

disposition of funds, without further consent of the applicable Debtor, including instructions delivered by the Prepetition ABL Agent (acting at the written direction of the Required Prepetition ABL Lenders) to a party performing Banking Services before the Petition Date. The Debtors and the financial institutions where the Debtors' cash collection accounts are maintained are authorized to implement and/or continue in accordance with the Prepetition ABL Loan Documents daily cash sweeps from the cash collection accounts to Collateral Accounts. The automatic stay is modified and vacated to permit the actions permitted under this Second Supplemental Interim Order. Except as otherwise provided in this Second Supplemental Interim Order or in any other Order, the Debtors shall maintain their pre-Petition Date cash management and accounts receivable collection systems, including the Collateral Accounts.

10) *Adequate Protection.* The Prepetition ABL Agent, the Prepetition ABL Lenders and their affiliates are entitled to adequate protection of their interest in the Prepetition ABL Collateral, including the Cash Collateral, under section 363(e) of the Bankruptcy Code, for and equal in amount to the aggregate diminution in the value of the Prepetition ABL Lenders' interest in the Prepetition ABL Collateral, including any diminution resulting from (x) the Debtors' use of the Cash Collateral under section 363(c) of the Bankruptcy Code, (y) the sale, lease or use by the Debtors (or other decline in value) of the Prepetition ABL Collateral, and/or (z) the imposition of the automatic stay under section 362 of the Bankruptcy Code (the amounts of any diminution are **"ABL Adequate Protection Obligations"**). As adequate protection, the Debtors grant the following:

a) Prepetition ABL Secured Parties' Adequate Protection Liens. To secure the ABL Adequate Protection Obligations, the Debtors grant to the Prepetition ABL Agent (for the benefit of the Prepetition ABL Lenders) (effective and perfected retroactively to the Petition Date and without the necessity of execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or other agreements) a valid, binding, enforceable and perfected replacement security interest in, and lien on (**"Adequate Protection ABL Liens"**), all of the Debtors' right, title and interest in, to and under all present and after-acquired property and proceeds of the Debtors of the nature and type of the

Prepetition ABL Collateral, including the ABL Priority Collateral, Common Collateral and Term Loan Priority Collateral (each term having the meaning defined in the Intercreditor Agreement), and including all cash and cash collateral of the Debtors (whether maintained with the Prepetition ABL Agent, any Prepetition ABL Lenders or other financial institution), whether now existing or later acquired (collectively, **"Postpetition ABL Collateral,"** which, for the avoidance of doubt, excludes property owned by Texas Instruments Incorporated and provided to the Debtors on a consignment basis). Subject to the Carve Out (as defined below) the Adequate Protection ABL Liens granted to the Prepetition ABL Agent (for the ratable benefit of the Prepetition ABL Lenders) shall be (x) a first priority, senior and perfected lien on that portion of the Postpetition ABL Collateral of the same nature as the ABL Priority Collateral (as that term is defined in the Intercreditor Agreement) and that is not subject to a validly perfected lien or security interest, with priority over the Prepetition ABL Agent's liens on the Prepetition ABL Collateral and Common Collateral as of the Petition Date and (y) second priority, junior perfected lien on Postpetition ABL Collateral of the same nature and to the same extent as the Prepetition ABL Collateral and that is subject to a lien that is senior to the liens securing the Prepetition ABL Obligations (e.g., Term Loan Priority Collateral, which term is defined in the Intercreditor Agreement), provided, however, that the Adequate Protection ABL Liens shall not include Avoidance Actions (as defined below) and the proceeds thereof;

b) Term Secured Parties' Adequate Protection Liens.

i) Adequate Protection of Prepetition Term Lenders' Interests In Cash Collateral. To secure the diminution, if any, in the Prepetition Term Lenders' subordinate interests in the Cash Collateral (the amount of any diminution are, "**Term Adequate Protection Obligations**"), the Debtors hereby grant a valid, enforceable, binding and perfected adequate protection lien, which shall be subject and subordinate to the Adequate Protection ABL Liens and the Prepetition ABL Liens, on that portion of the Postpetition ABL Collateral that is of the same nature as the ABL Priority Collateral to the Prepetition Term Agent, for the benefit of the Prepetition Term Lenders (the "**Adequate Protection Term Liens**" and together with the

Adequate Protection ABL Liens, the "**Adequate Protection Liens**"). The Adequate Protection Term Liens shall be entitled to distributions on the same basis and subject to the same limitations that are provided in the Intercreditor Agreement, provided, however, that the Adequate Protection Term Liens shall not include Avoidance Actions and the proceeds thereof.

c) The rights of the Prepetition Term Agent and the Prepetition Term Lenders and the Prepetition ABL Agent and the Prepetition ABL Lenders to seek or exercise any rights or remedies (whether in these Cases or any subsequently converted cases) relating to the Adequate Protection Liens and other liens granted in this Second Supplemental Interim Order shall be governed by the Intercreditor Agreement;

d) In the event of a conflict between the extent and priority of the liens granted to the Prepetition ABL Secured Parties pursuant to subparagraph 10(a) and the extent and priority of the liens granted to the Prepetition Term Secured Parties pursuant to subparagraph 10(b), or pursuant to any adequate protection or cash collateral order entered with respect to the Prepetition Term Obligations separate from this Second Supplemental Interim Order (if any, a "**Term Cash Collateral Order**"), the terms of the Intercreditor Agreement shall control. For the avoidance of doubt, any property and proceeds of the Debtors of whatever nature that were not Common Collateral as defined in the Intercreditor Agreement ("**Unencumbered Assets**") prior to the Petition Date shall not be encumbered by the Adequate Protection ABL Lien or the Adequate Protection Term Lien granted herein or in any such Term Cash Collateral Order. Debtors agree that they will not pledge, hypothecate or otherwise encumber any Unencumbered Assets except in connection with a Permitted DIP Financing.

e) Section 507(b) Claims. The ABL Adequate Protection Obligations and Term Adequate Protection Obligations shall constitute, subject in each case to the payment of the Carve Out on the terms specified in this Second Supplemental Interim Order, superpriority claims as provided in section 507(b) of the Bankruptcy Code in favor of (i) the Prepetition ABL Agent and the Prepetition ABL Lenders (and their affiliates) and (ii) the Prepetition Term Agent and the Prepetition Term Lenders (and

their affiliates), with priority in payment (but subject, in each case, to the payment of the Carve Out) over any and all administrative expenses of the kinds specified or ordered under any provision of the Bankruptcy Code, including sections 105, 326, 328, 330, 331, 503, 506(c)(subject in the case of §506(c) to a Final Order), 507(a), 552, 726, 1113 or 1114 of the Bankruptcy Code, and at all times senior to the rights of the Debtors, any successor trustee or any creditor in these Cases or, to the extent permitted by applicable law, any subsequent proceedings under the Bankruptcy Code (the "507(b) Claims"). Subject to entry of a Final Order, no cost or expense of administration under sections 105, 503(b), 507(b) or otherwise, including any such cost or expense resulting from the conversion of these Cases under section 1112 of the Bankruptcy Code, may be senior to, or pari passu with, the 507(b) Claims of the Prepetition ABL Agent and the Prepetition Term Agent. Any 507(b) Claims that exist on account of the diminution in value of the Prepetition ABL Agent's and the Prepetition ABL Lenders' interest in the Term Loan Priority Collateral shall be subordinate to the Carve Out and to any claim under section 507(b) of the Bankruptcy Code, if any, in favor of the Prepetition Term Agent relating to the diminution in value, if any, of the Prepetition Term Lenders' interest in the Term Loan Priority Collateral. Any 507(b) Claims that exist on account of the diminution in value of the Prepetition Term Agent's and the Prepetition Term Lenders' interest in the Prepetition ABL Priority Collateral shall be subordinate to the Carve Out and to any claim under section 507(b) of the Bankruptcy Code, if any, in favor of the Prepetition ABL Agent relating to the diminution in value, if any, of the Prepetition ABL Lenders' interest in the Prepetition ABL Priority Collateral. As between (ii) the Prepetition ABL Agent and the Prepetition ABL Lenders (and their affiliates) and (ii) the Prepetition Term Agent and the Prepetition Term Lenders (and their affiliates), the 507(b) Claims of the ABL Adequate Protection Obligations and Term Adequate Protection Obligations shall have the rights and relative priorities as provided in the Intercreditor Agreement;

f) Interest, Fees and Expenses. As further adequate protection for the Debtors' incurrence of ABL Adequate Protection Obligations, the Prepetition ABL Agent (for the benefit of the Prepetition ABL Lenders and any of their affiliates and any issuing bank under the Prepetition ABL Credit Agreement) will receive from the Debtors (i) to the extent not previously paid pursuant to the

Interim Order, within one Business Day after the entry of this Order, payment of all billed, accrued and unpaid interest on the Prepetition ABL Obligations for the period ending on the Petition Date at the rates applicable immediately before the Petition Date under the Prepetition ABL Loan Documents and all billed, accrued and unpaid letter of credit fees for the period ending on the Petition Date at the rate applicable immediately before the Petition Date under the Prepetition ABL Credit Agreement; (ii) from time to time after the Petition Date, and in no event later than five business days after Debtors' receipt of an invoice therefor, current cash payment of all accrued and unpaid fees and expenses incurred before the Petition Date and all fees and expenses incurred after the Petition Date payable to the Prepetition ABL Agent, the Prepetition ABL Lenders, the issuing bank or any of their respective affiliates under the Prepetition ABL Loan Documents, including the reasonable fees and disbursements of counsel, financial advisors and other consultants for the Prepetition ABL Agent or the Required Prepetition ABL Lenders, promptly after receipt of invoices from these professionals; and (iii) on the first business day of each month, current cash payment of (x) all accrued and unpaid postpetition interest on the Prepetition ABL Obligations at the rate equal to the Alternate Base Rate plus 3% per annum and (y) letter of credit and other fees at the applicable contract rates applicable on the Petition Date or made applicable thereafter pursuant to the fees customarily charged therefor by the Successor ABL Agent (collectively, "Adequate Protection Payments"), subject, in each case, to (A) the Prepetition ABL Agent's and Required Prepetition ABL Lenders' reservation of their rights to assert claims for the payment of any other amounts provided for in the Prepetition ABL Loan Documents, and without prejudice to the rights of any other party to contest these assertions, and (B) the right of the Committee to file a motion on notice to compel the Prepetition ABL Agent's and Required Prepetition ABL Lenders to apply postpetition payments to reduce the principal amount of the Prepetition ABL Obligations pursuant to 11 U.S.C. §506(b) or to avoid and recover such postpetition payments in the event and to the extent that the liens and security interests securing the Prepetition ABL Obligations are avoided, recovered and preserved for the benefit of the estates herein pursuant to one or more Avoidance Actions (as defined below) and the provisions of Section 22 and 23 of this Second Supplemental Interim Order. None of the fees, costs and expenses

payable under this paragraph are subject to separate or prior approval by this Court (but the Court will resolve any dispute as to the reasonableness of any such fees, costs and expenses), and no recipient of these payments shall be required to file a motion or interim or final fee application. The Debtors will provide to the Committee appointed in these Cases and the Office of the United States Trustee, within ten days of receipt, a copy of the monthly invoices for the Prepetition ABL Agent's and the Required Prepetition ABL Lenders' professionals, who may object to the reasonableness thereof pursuant to 11 U.S.C. §506(b) by a motion on ordinary notice to the Debtors and Prepetition ABL Agent and the Required Prepetition ABL Lenders. The Committee's objections to Prepetition ABL Agent's or Prepetition ABL Lenders' professionals' fees and expenses, if any shall be made no later than the later to occur of (i) thirtieth day after the Expiration Date or (ii) the fifth day after the Debtors provides the Committee with a copy of Prepetition ABL Agent's or Prepetition ABL Lenders' professionals' invoices, and any objection not timely made shall be deemed waived.

g) Reporting Requirements. The Debtors performance of the Reporting Requirements established in paragraph 9(b) of this Second Supplemental Interim Order are also required as a part of the Debtors' performance of their Adequate Protection Obligations.

11) *Carve Out.* For purposes hereof, the "**Carve Out**" shall mean the sum of:

a) all fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in subparagraph (c) below) ("**Court and UST Fees**");

b) fees and expenses up to $25,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in subparagraph (c) below) (the "**Reserved Chapter 7 Trustee Fees**");

c) to the extent allowed at any time, whether by interim order, procedural order or otherwise, all unpaid fees and expenses (the "**Professional Fees**") incurred by persons or firms retained by the Debtors pursuant to section 327, 328 or 363 of the Bankruptcy Code, the Committee, and any other statutory committee hereafter appointed in these Cases (collectively, the "**Professional Persons**") at any

time before or on the first Business Day following delivery by the Prepetition ABL Agent (acting at the written direction of the Required Prepetition ABL Lenders) of a Carve Out Trigger Notice (as defined below), whether allowed by the Bankruptcy Court prior to or after delivery of a Carve Our Trigger Notice; and

d) after the first Business Day following delivery by the Prepetition ABL Agent (acting at the written direction of the Required Prepetition ABL Lenders) of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order or otherwise, the payment of Professional Fees of Professional Persons ("**Post-Carve Out Trigger Notice Professional Fees**") in an aggregate amount not to exceed $15 million (the amounts set forth in this clause (d) being the "**Post-Carve Out Trigger Notice Cap**").

12) For purposes of the foregoing, "**Carve Out Trigger Notice**" shall mean a written notice delivered by the Prepetition ABL Agent (acting at the written direction of the Required Prepetition ABL Lenders) to the Debtors, the Debtors' counsel, the United States Trustee, the Prepetition Term Agent, and lead counsel to the Committee appointed in the Cases, which notice may only be delivered on or following the Expiration Date.

13) For the avoidance of doubt and notwithstanding anything to the contrary herein, in the Prepetition ABL Loan Documents, in the Prepetition Term Credit Agreement, or in any other loan documents executed by and among the parties, the Carve Out shall be senior to (i) all liens securing the Prepetition ABL Obligations, (ii) the Adequate Protection ABL Liens, (iii) the Adequate Protection Term Liens and the liens of the Prepetition Term Secured Parties, and (v) the 507(b) Claims, (iv) any and all other forms of adequate protection, liens or claims securing the Prepetition ABL Obligations or the Prepetition Term Liens.

14) Beginning on the first Business Day following the issuance of a Carve Out Trigger Notice, the Debtors shall deposit the Post-Carve Out Trigger Notice Cap amount, the amount of the Chapter 7 Trustee Reserve, and, as and when capable of ascertainment, the amount of the Court and UST Fees (the "**Carve Out Reserve**"), and hold such Carve Out Reserve in a segregated account at a

depository to be agreed upon, in trust, to pay the Carve Out. The Debtors' obligations to deposit the Carve Out Reserve shall be senior to (i) all liens securing the Prepetition ABL Obligations, (ii) the Adequate Protection ABL Liens, (iii) the Adequate Protection Term Liens and the liens of the Prepetition Term Secured Parties, and (iv) the 507(b) Claims, and (v) any and all other forms of adequate protection, and any other prepetition obligations granted in favor of the Prepetition Term Lenders or the Prepetition ABL Lenders. In the event of the liquidation of the Debtors' estates, the amount of the Carve Out not previously deposited into the Carve Out Reserve shall be so deposited prior to any distributions. All rights and liens of the Prepetition ABL Lenders and the Adequate Protection Term Liens and the liens of the Prepetition Term Secured Parties or Section 507(b) claim in favor of the Prepetition Term Lenders are subordinated to the Carve Out, and such rights and liens are subordinated to Court and UST Fees, the Reserved Chapter 7 Trustee Fees and the Post-Carve Out Trigger Notice Professional Fees with regard to amounts deposited in the Carve Out Reserve. All funds in the Carve Out Reserve shall be used first to pay the Court and UST Fees and the Reserved Chapter 7 Fees, until paid in full, and then, to the extent the Carve Out Reserve has not been reduced to zero, to pay the Post-Carve Out Trigger Notice Professional Fees up to the Post-Carve Out Trigger Notice Cap. Any excess remaining in the Carve Out Reserve after paying such obligations, shall be paid to the Prepetition ABL Agent for the benefit of the Prepetition ABL Lenders, until the Prepetition ABL Obligations have been paid in full, then to the applicable agent for the benefit of the lenders under any Permitted DIP Financing (defined below) until the obligations thereunder have been paid in full, and then to the Prepetition Term Agent for the benefit of the Prepetition Term Lenders, until the Prepetition Term Obligations have been paid in full, in which case any such excess shall be returned to the Debtors.

15) For the avoidance of doubt, (i) disbursements by the Debtors from the Carve Out Reserve shall not increase or reduce the Prepetition ABL Obligations in and of themselves (although they shall be deemed to increase the ABL Adequate Protection Obligations), (ii) the failure of the Carve Out Reserve to satisfy in full the Professional Fees shall not affect the priority of the Carve-Out, and (iii) so long as a Carve Out Trigger Notice has not been delivered, the Debtors shall be permitted to pay compensation and

reimbursement of expenses allowed and payable under 11 U.S.C. § 330 and § 331, as the same may be due and payable, and such payments shall not reduce the Carve Out.

16) *Limitation on Charging Expenses Against Collateral.* Effective upon the entry of the Final Order, except to the extent of the Carve Out, no expenses of administration of the Cases or any future proceeding that may result from the Cases, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, may be charged against or recovered from the Prepetition ABL Collateral or Postpetition ABL Collateral under sections 506(c) and 552(b) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Prepetition ABL Agent and the Required Prepetition ABL Lenders, and no consent of the Prepetition ABL Agent may be implied from any other action, inaction, or acquiescence by the Prepetition ABL Agent or the Required Prepetition ABL Lenders (including, without limitation, approval of a Budget).

17) *Reservation of Rights of the Required Prepetition ABL Lenders.*

a) Under the circumstances known to the Required Prepetition ABL Lenders as of the Petition Date (and consistent with the rights of the Required Prepetition ABL Lenders under section 506(b) of the Bankruptcy Code), and based upon the Required Prepetition ABL Lenders' consent, the adequate protection provided in this Second Supplemental Interim Order is reasonable and sufficient to protect the interests of the Prepetition ABL Lenders. Notwithstanding any other provision of this Second Supplemental Interim Order, the grant of adequate protection to the Prepetition ABL Agent and the Prepetition ABL Lenders is without prejudice to the Prepetition ABL Agent's or the Required Prepetition ABL Lenders' rights to request modification of, or further or different adequate protection, and the Debtors' or any other party's objection to a request for other or further adequate protection or to challenge the adequate protection provided hereunder only with respect to prospective adequate protection after the date of such challenge is made.

b) Except on the terms as provided in this Second Supplemental Interim Order, at all times before the Expiration Date, the Debtors are enjoined and prohibited from (i) using the Cash Collateral; (ii) using the Prepetition ABL Collateral; (iii) using Postpetition ABL Collateral; and (iv)

applying to any court for an order authorizing the use of the Cash Collateral, Prepetition ABL Collateral, the Postpetition ABL Collateral or Unencumbered Assets as collateral for debtor in possession financing, except, in each case, in connection with a debtor-in-possession financing facility consented to by the Required Prepetition ABL Lenders, in their sole discretion ("**Permitted DIP Financing**").

18) *Perfection of Adequate Protection Liens.*

a) The Required Prepetition ABL Lenders are authorized, but not required, to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of or control over, or take any other action in order to validate and perfect the liens and security interests granted to them in this Second Supplemental Interim Order. The Adequate Protection Liens granted in this Second Supplemental Interim Order constitute valid and duly perfected security interests and liens, and the Prepetition ABL Agent and the Prepetition Term Agent and the Prepetition ABL Lenders are not required to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments that otherwise may be required under federal or state law in any jurisdiction, or take any action, including taking possession, to validate and perfect security interests and liens, and these liens and security interests are deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge dispute or subordination, on the date of entry of this Second Supplemental Interim Order. The failure of the Debtors to execute any documentation relating to the enforceability, priority or perfection of the Adequate Protection Liens will in no way affect the validity, perfection or priority of the Adequate Protection Liens.

b) If the Prepetition ABL Agent, (acting at the written direction of, and in the sole discretion of the Required Prepetition ABL Lenders), elects to file financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise to confirm perfection of Adequate Protection ABL Liens, (i) the Debtors will cooperate with and assist in these efforts, (ii) the stay imposed under section 362 of the Bankruptcy Code is lifted to permit the filing and recording of a certified copy of this Second Supplemental Interim Order or any financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, (iii) all documents

relating to perfection of the Adequate Protection Liens shall be deemed filed and recorded at the time of and on the date of the Interim Order and (iv) the Debtors agree that the reasonable expense thereof shall be payable as an expense reimbursable pursuant to the Prepetition ABL Credit Agreement. Any error, omission or other defect in any Adequate Protection Lien perfection filing will not affect the validity, enforceability, priority or perfection of any Adequate Protection Lien granted under this Second Supplemental Interim Order.

c) Prepetition ABL Agent, (acting at the written direction of, and in the sole discretion of the Required Prepetition ABL Lenders) may file with or record a certified copy of this Second Supplemental Interim Order in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing or recording offices are hereby authorized to accept such certified copy of this Second Supplemental Interim Order for filing and recording.

19) *Termination of Use of Cash Collateral.* The following occurrences and conditions, unless waived by the Required Prepetition ABL Lenders, constitute Events of Default under this Second Supplemental Interim Order and cause to give notice of an Expiration Date, if not cured within any applicable grace period set forth below:

a. The Debtors fail to make any Adequate Protection Payments or other payment to the Prepetition ABL Agent or the Prepetition ABL Lenders, in their capacities as such, as and when required by this Second Supplemental Interim Order;

b. the Final Order is not entered by the Bankruptcy Court within 21 days after entry of this Second Supplemental Interim Order, provided, however, that for the convenience of the Court, such period shall be deemed extended to the first Business Day upon which the Court can, in its convenience, hear proceedings on the issuance of the Final Order;

c. an order is entered reversing, amending, supplementing, staying for a period in excess of 10 days, vacating or otherwise modifying this Second Supplemental Interim Order, without the prior written consent of each Prepetition ABL Secured Party, or this Second Supplemental Interim Order ceases for any reason to be in full force and effect;

d. a plan is confirmed in any of the Cases that does not provide for payment in full in cash of outstanding obligations pursuant to the Prepetition ABL Credit Agreement (including cash collateralization of Letters of Credit) on the effective date of a plan of reorganization or liquidation, or any order is entered that dismisses any of the Cases and which order does not provide for such payment, or any Debtor seeks support or fails to contest the filing or confirmation of a plan

or the entry of an order that does not provide for full and immediate payment and satisfaction of all Obligations under the Prepetition ABL Credit Agreement;

e. the Debtors fail to comply with this Second Supplemental Interim Order, except as otherwise specifically provided herein;

f. the exclusive period of the Debtors in the Cases under 11 U.S.C. § 1121(b) terminates;

g. the filing of a motion, pleading, or proceeding by any Debtor or their affiliates that could reasonably be expected to result in a material impairment of the rights or interest of any one or more Prepetition ABL Secured Party or a determination by a court with respect to a motion, pleading or proceeding brought by another party that results in a material impairment of the rights, claims and liens relating to the Prepetition ABL Obligations;

h. except as may be provided in a Term Cash Collateral Order, which may provide such superpriority claims and liens to the extent permissible by the Intercreditor Agreement, any other superpriority administrative expense claim or lien (other than the Carve Out) which is *pari passu* with or senior to the claims or liens of the Prepetition ABL Secured Parties is granted in the Cases without the written consent of the Prepetition ABL Lender;

i. any of the Cases are dismissed or converted to a chapter 7 case; or a chapter 11 trustee, a responsible officer, or an examiner with enlarged powers relating to the operation of the business of any of the Debtors (powers beyond those set forth in 11 U.S.C. §§ 1106(a)(3), (4)) is appointed in any of the Cases, which is not reversed within 30 days of such appointment;

j. the Debtors' use of Cash Collateral is not in compliance with the Budget, subject to the Variance;

k. the Debtors fail to comply in any material respect with any of the Reporting Requirements and the failure continues unremedied for more than three Business Days, after notice thereof to Debtors from the Prepetition ABL Agent;

l. any representation or warranty made in writing by the Debtors in the Reporting Requirements or in any Collateral Base Certificate (other than projected financial information) proves to be incorrect in any material respect when made;

m. this Court enters an order granting relief from the automatic stay to the holder or holders of a security interest to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any assets of any Debtor which have an aggregate value in excess of $5,000,000;

n. except as may be provided in a Term Cash Collateral Order, which may provide such superpriority claims and liens to the extent permissible by the Intercreditor Agreement, any of the Debtors creates, incurs or causes to exist any postpetition liens or security interests other than (i) those granted pursuant to this Second Supplemental Interim Order or under the Permitted DIP Financing, (ii) carriers', mechanics', warehousemen's, repairmen's or other similar liens arising in the ordinary course of business, (iii) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation, (iv) deposits to secure the payment of any post-Petition Date statutory obligations, performance bonds and other obligations of a like nature incurred in the ordinary course of business; provided that the aggregate value of the liens, pledges or deposits referred to in clauses (iii) and (iv) do not exceed $5,000,000 at any one time; (v) liens or security interests permitted in the ordinary course of the Debtors' business under the Prepetition ABL Credit Agreement, excepting, however, liens or security interests permissible under Section 6.02(dd) of the Prepetition ABL Credit Agreement to the extent that such liens and security

interests otherwise permissible under such Section 6.02(dd) exceed $5,000,000 at any time.

o. any judgment in excess of $5,000,000 as to any post-Petition Date obligation not covered by insurance is rendered against any Debtor and the enforcement of the judgment has not been stayed;

p. any of the Debtors (or any of their successors and assigns, but excluding the Committee) files a motion or application or adversary proceeding challenging the validity, enforceability, perfection or priority of the liens securing the Prepetition ABL Obligations or any other cause of action against and/or relating to the Prepetition ABL Obligations, the prepetition liens securing the Prepetition ABL Obligations, the Prepetition ABL Agent or the Prepetition ABL Lenders;

q. within twenty-one (21) calendar days from the date of entry of this Second Supplemental Interim Order, the Debtors fail to propose a budget acceptable to Required Prepetition ABL Lenders in their sole discretion with respect to Permitted DIP Financing;

r. the failure or refusal by the Debtors to continue to cooperate in the ordinary course of business in accordance with the Master Services Agreement between Visteon Corporation and ACH with Automotive Components Holdings LLC's ("**ACH**") dated as of September 30, 2005 or to cooperate in the transition of ACH from the Debtors' computer systems in order to cause the transition to be completed on or before the expiration of the Master Services Agreement;

s. the failure or refusal by any of the Debtors to manufacture component parts or service parts for Ford or ACH, as the case may be, in the ordinary course of business at prices provided for in current purchase orders or the filing of a motion to reject or the filing of any other motion that has the substantive impact of breaching or modifying without the prior written consent of ACH or Ford, as the case may be, any purchase order for the manufacture of component parts or service parts;

t. the failure or refusal by any of the Debtors to timely pay or reimburse Ford or ACH, as the case may be, for any wage, benefit or "retiree benefit" (having the meaning established in section 1114 of the Bankruptcy Code) expense that any of the Debtors is contractually obligated to pay Ford or ACH (irrespective of the time at which such payment is to be paid), unless so ordered by a final and non-appealable order of the Bankruptcy Court, which Debtors shall not request or support;

u. the failure or refusal by Debtors to lease employees to ACH in accordance with the terms and conditions of the Visteon Salaried Employee Lease Agreement between Visteon Corporation and ACH dated as of October 1, 2005 and amended on March 30, 2006;

v. the failure of the Debtors to have filed with the Court and obtained the Final Order on or before 21 days after the entry of this Interim Order, provided, however, that for the convenience of the Court, such period shall be deemed extended to the first Business Day upon which the Court can, in its convenience, hear proceedings on the issuance of the Final Order;

w. the failure of Debtors to have the proposed Collateral Base Report and Variance Methodology acceptable to Prepetition ABL Lenders, in their sole discretion, within 21 days after this Order; or

x. the failure of the Debtor to have arranged Permitted DIP Financing, including adequate participation by customers as debtor in possession lenders, on terms acceptable to Required Prepetition ABL Lenders, in their sole discretion, within 30 days after entry of this Supplemental Interim Order.

The Debtors must promptly provide written notice to the Prepetition ABL Agent (with a copy to counsel for the Committee appointed in the Cases, the Prepetition Term Agent and the United States Trustee) if it becomes aware of any facts relating to the occurrence of any Event of Default or any event that upon notice, lapse of time or both would become and Event of Default.

20) *Remedies on Expiration Date.*

a) *Remedies Available Without Notice.* On the Expiration Date, without further Order of the Court, and the automatic stay having been hereby lifted for such purposes, (i) the Debtors' right to use the Cash Collateral on the terms and conditions set forth in this Supplemental Interim Order shall terminate automatically, and (ii) the unpaid balance of the Prepetition ABL Obligations (and any unpaid and accrued interest) and Adequate Protection Payments shall automatically become immediately due and payable.

b) *Remedies Available Upon Five Business Days' Notice.* Prepetition ABL Agent and the Required Prepetition ABL Lenders may, after five Business Days' written notice to the Debtors (with a copy to counsel for the Committee (and any other statutory committee appointed in these Cases), the Prepetition Term Agent and the United States Trustee), exercise the rights and remedies available under this Supplemental Interim Order or applicable law, including (i) setoff against the Prepetition ABL Obligations of (a) amounts in any account of the Debtors maintained with the Prepetition ABL Agent or any other financial institution subject to the Prepetition ABL Security Documents, respectively, and (b) any accounts payable of Ford, ACH or any of their respective affiliates for amounts otherwise payable to the Debtors relating to obligations under a purchase order or invoice; and (ii) may exercise any other rights and remedies available under this Supplemental Interim Order or applicable law, including foreclosing on and selling all or a portion of the Prepetition ABL Collateral or Postpetition ABL Collateral in order to collect the Prepetition ABL Obligations and the ABL Adequate Protection Obligations, the automatic stay being hereby lifted for such purposes, subject to such notice, conditioned, however, on no order

prohibiting these actions having been entered by this Court during the five Business Day notice period; and provided further, that nothing herein shall preclude the Debtors from seeking an emergency hearing in the Court on at least two Business Day's notice to the Prepetition ABL Agent solely to determine whether an Event of Default has occurred.

c) Subject to the funding of the Carve Out Reserve, the Prepetition ABL Agent and the Prepetition ABL Lenders are entitled to apply the payments or proceeds of the Prepetition ABL Collateral and Postpetition ABL Collateral in accordance with the provisions of the Prepetition ABL Loan Documents, and in no event will the Prepetition ABL Agent or any of the Prepetition ABL Lenders be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition ABL Collateral, the Postpetition ABL Collateral or otherwise. Notwithstanding the occurrence of the Expiration Date, all of the rights, remedies, benefits and protections provided to the Prepetition ABL Agent and the Prepetition ABL Lenders under this Supplemental Interim Order survive the Expiration Date.

21) *Preservation of Rights Granted Under the Order.*

a) Subject to the Carve Out, and unless ordered by the Court after notice and hearing, and except as may be provided in a Term Cash Collateral Order, which may provide such superpriority claims and liens to the extent permissible by the Intercreditor Agreement, no claim or lien having a priority superior to or *pari passu* with those granted by this Supplemental Interim Order to the Prepetition ABL Agent and the Prepetition ABL Lenders may be granted or allowed while any portion of the Prepetition ABL Obligations or the ABL Adequate Protection Obligations remain outstanding, and (ii) the Adequate Protection ABL Liens will not be (x) subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' bankruptcy estates under section 551 of the Bankruptcy Code or (y) subordinated to or made *pari passu* with any other lien or security interest, whether under sections 363 or 364 of the Bankruptcy Code or otherwise.

b) Intentionally omitted.

c) If a provision of this Supplemental Interim Order is subsequently reversed, modified, vacated or stayed, the reversal, modification, vacatur or stay will not affect the validity of any Adequate Protection ABL Obligations incurred before the actual receipt of written notice by the Prepetition ABL Agent of the effective date of the reversal, modification or vacating of the stay, or the validity or enforceability of any lien or priority authorized or created by this Supplemental Interim Order relating to any Adequate Protection ABL Obligations. Notwithstanding reversal, modification, vacatur or stay of this Supplemental Interim Order, any Adequate Protection ABL Obligations incurred by the Debtors to the Prepetition ABL Agent or the Prepetition ABL Lenders before the actual receipt of written notice by the Prepetition ABL Agent of the effective date of reversal, modification, vacatur or stay, will be governed in all respects by the original provisions of this Supplemental Interim Order, and the Prepetition ABL Agent and the Prepetition ABL Lenders are entitled to all of the rights, remedies, privileges and benefits granted in section 363(m) of the Bankruptcy Code and this Supplemental Interim Order relating to the Adequate Protection ABL Obligations.

d) Except as expressly provided in this Supplemental Interim Order, the Adequate Protection ABL Liens, to the fullest extent permissible under the Bankruptcy Code and existing law, the 507(b) Claims and all other rights and remedies of the Prepetition ABL Agent and the Required Prepetition ABL Lenders granted by the provisions of this Supplemental Interim Order will survive, and will not be modified, impaired or discharged by the entry of an order converting any of the Cases to a case under Chapter 7, dismissing any of the Cases, terminating the joint administration of these Cases or by any other act or omission, or the entry of an order confirming a plan in any of the Cases. The terms and provisions of this Supplemental Interim Order, unless otherwise ordered by the Court after a notice and a hearing, will continue in these Cases, in each of these Cases if they cease to be jointly administered, or in any superseding Chapter 7 cases under the Bankruptcy Code, and the Adequate Protection ABL Liens, the 507(b) Claims and all other rights and remedies of the Prepetition ABL Agent and the Required Prepetition ABL Lenders granted by the provisions of this Supplemental Interim Order will continue in

full force and effect until the Adequate Protection ABL Obligations (including any accrued and unpaid interest) are indefeasibly paid in full.

22) *Effect of Stipulations on Third Parties.* The stipulations and admissions contained in this Supplemental Interim Order are binding upon the Debtors and any successor thereto (including a Chapter 7 or Chapter 11 trustee appointed or elected in any of the Cases) in all circumstances, unless a Chapter 7 or chapter 11 trustee or statutory committee (with standing to bring such action) is appointed or elected during the Investigatory Period (as defined below). The stipulations and admissions contained in this Supplemental Interim Order, including in paragraphs 4 and 5 of this Supplemental Interim Order, will be binding on all other parties in interest, including the Committee appointed in these Cases, unless a party in interest, including any statutorily appointed Chapter 7 or Chapter 11 trustee, timely files an adversary proceeding or contested matter (subject to the limitations contained in this paragraph) by no later than the date that is 75 days after the initial selection of counsel by the Committee appointed in the Cases (or a later date (x) as agreed to, in writing, by the Prepetition ABL Agent as directed by the Required Prepetition ABL Lenders or (y) as ordered by the Court for good cause shown) (the "**Investigatory Period**") challenging the validity, enforceability, priority or extent of the Prepetition ABL Obligations or the Prepetition ABL Agent's or the Prepetition ABL Lenders' liens on the Prepetition ABL Collateral, or otherwise asserting or prosecuting any actions under Sections 510, 544, 545, 547, 548, 549, 550, 551, 552 or 553 of the Bankruptcy Code (collectively, "**Avoidance Actions**"), or other avoiding power claims or any other any claims, counterclaims or causes of action, objections, contests or defenses concerning or relating to the Prepetition ABL Loan Documents, the Prepetition ABL Obligations or the Prepetition ABL Collateral (collectively, including Avoidance Actions, "**Claims and Defenses**") against the Prepetition ABL Agent or any of the Prepetition ABL Lenders or their affiliates, subsidiaries, members, representatives, attorneys or advisors in connection with matters related to the Prepetition ABL Loan Documents, the Prepetition ABL Obligations or the Prepetition ABL Collateral, and there is a final order in favor of the plaintiff sustaining the challenge or claim in a timely filed adversary proceeding or contested matter. If no adversary proceeding or contested matter is timely filed relating to Claims and

Defenses, (i) the Prepetition ABL Obligations will constitute allowed secured claims in the amounts established in paragraph 5 of this Supplemental Interim Order, not subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance, for all purposes in the Cases and any subsequent Chapter 7 cases, (ii) the Prepetition ABL Agent's and the Prepetition ABL Lenders' liens on the Prepetition ABL Collateral will be deemed to be enforceable, legal, valid, binding and perfected as of the Petition Date, and having the validity and priority established in paragraph 5 of this Supplemental Interim Order, not subject to recharacterization, subordination or avoidance and (iii) the Prepetition ABL Obligations, the Prepetition ABL Agent's and the Prepetition ABL Lenders' liens on the Prepetition ABL Collateral and the Prepetition ABL Agent and the Prepetition ABL Lenders will not be subject to any other or further challenge by any party in interest seeking to exercise the rights of the Debtors' bankruptcy estates, including any estate representative or any other successor to the Debtors (including any Chapter 7 or 11 trustee appointed or elected for any of the Debtors). Nothing in this Second Supplemental Interim Order shall bar the Creditors' Committee from filing a motion seeking to obtain derivative standing to prosecute Claims and Defenses in a manner consistent with this paragraph. If, prior to the end of the Investigatory Period, the Committee files and diligently prosecutes a motion for derivative standing to assert the Claims and Defenses in lieu of the Debtors, the Investigatory Period shall be extended until such motion for derivative standing is heard and decided, and, if such motion for derivative standing is granted, the Investigatory Period shall be extended a further 10 days. If an adversary proceeding or contested matter relating to Claims and Defenses is timely filed and the party asserting the Claims and Defenses against the Prepetition Secured Parties prevails by a final and non appealable court order, the stipulations and admissions contained in paragraph 5 of this Second Supplemental Interim Order will nevertheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any official committee (including the Creditors' Committee) and on any other person or entity, except to the extent that these findings and admissions are expressly challenged in the adversary proceeding or contested matter relating to Claims and Defenses. For the avoidance of doubt, the Investigatory Period applies only to the commencement of Claims and Defenses, and nothing

herein shall affect or limit in any manner the rights of the Committee, using resources other than Cash Collateral, to investigate or commence any cause of action against the Prepetition Secured Parties (or any other party) relating to matters other than Claims and Defenses. Except for the statutory rights of any Chapter 11 or Chapter 7 trustee, nothing in this Second Supplemental Interim Order vests or confers on any Person (defined in section 101(41) of the Bankruptcy Code), including the Committee appointed in these Cases, standing or authority to pursue any cause of action belonging to the Debtors or their bankruptcy estates, including Claims and Defenses, which Claims and Defenses have been waived by the Debtors pursuant to the terms of this Order and are subject to the Committee's Investigatory Period.

23) *Limitation On Use of Collateral.* Except as otherwise provided in this Second Supplemental Interim Order or in a subsequent order of this Court, no Cash Collateral, Postpetition ABL Collateral or the Carve Out may be used to object, contest or raise any defense to, the validity, perfection, priority, extent or enforceability of amounts due in accordance with the Prepetition ABL Loan Documents, or the liens or claims granted in accordance with the Interim Order, this Second Supplemental Interim Order or the Prepetition ABL Loan Documents; assert any Claims or Defenses or any other causes of action against the Prepetition ABL Agent or the Prepetition ABL Lenders or their respective agents, affiliates, representatives, attorneys or advisors related to the Prepetition ABL Loan Documents, the Prepetition ABL Obligations and the Prepetition ABL Collateral, or seek to modify materially and to their disadvantage any of the rights granted to the Prepetition ABL Agent or the Prepetition ABL Lenders pursuant to the Interim Order or this Second Supplemental Interim Order; and in each of the previous cases without such the Required Prepetition ABL Lenders' prior written consent, or pay any amount on account of any claims arising before the Petition Date unless these payments are approved by an Order of this Court; provided that up to $80,000 of Cash Collateral in the aggregate may be used to pay the allowed fees and expenses of professionals retained by the Committee or chapter 11 trustee or chapter 7 trustee appointed in these Cases incurred directly in connection with investigating, but not initiating or prosecuting, Claims and Defenses. For the avoidance of doubt, the limited authorization to use Cash Collateral applies only to the investigation of Claims and Defenses, and nothing herein shall

authorize the use of Cash Collateral to investigate other claims or causes of action or to affect or limit in any manner the rights of the Committee (using resources other than Cash Collateral) to investigate or commence Claims and Defenses or any other cause of action against the Prepetition Secured Parties (or any other party) relating to matters other than the Prepetition ABL Loan Documents, the Prepetition ABL Obligations and the Prepetition ABL Collateral.

24) *Priority Among Prepetition Secured Parties.* Notwithstanding anything to the contrary herein or in any other order of this Court, in determining the relative priorities and rights of the Prepetition ABL Agent and the Prepetition ABL Lenders, on one side, and the Prepetition Term Agent and Prepetition Term Lenders (collectively, the "**Prepetition Secured Parties**" and individually, each, a "**Prepetition Secured Party**") (including, without limitation, the relative priorities and rights of the Prepetition Secured Parties with respect to the adequate protection granted hereunder), such relative priorities and rights shall continue to be governed by the Prepetition ABL Credit Agreement, the Prepetition Term Loan Agreement and the Intercreditor Agreement, and the adequate protection rights granted hereunder to each Prepetition Secured Party shall have the same relative seniority and priority vis-à-vis the adequate protection rights granted to each other Prepetition Secured Party as the pre-petition claims of such Prepetition Secured Party have relative to the prepetition claims of such other Prepetition Secured Party (taking into consideration whether such claims are secured and the entity against which such claims are held or not held). The Intercreditor Agreement survives and is fully applicable as between them pursuant to section 510 of the Bankruptcy Code and remains in full force and effect, constituting an enforceable, valid and binding obligations of the Prepetition ABL Agent, the Prepetition Term Lender, the Prepetition ABL Lenders, and the Prepetition Term Lenders as applicable, under section 510(a) of the Bankruptcy Code.

25) *Binding Effect; Successors and Assigns.* To the fullest extent permissible under the Bankruptcy Code and existing law, the provisions of the Interim Order and this Second Supplemental Interim Order, including all findings, are binding on all parties in interest in these Cases, including the Prepetition ABL Agent, the Prepetition ABL Lenders, the Committee appointed in these Cases, and the

Debtors and their respective successors and assigns (including any Chapter 7 or Chapter 11 trustee subsequently appointed or elected for the bankruptcy estate of any of the Debtors) and inures to the benefit of the Prepetition ABL Agent, the Prepetition ABL Lenders and the Debtors and their respective successors and assigns; provided that the Prepetition ABL Agent and the Prepetition ABL Lenders have no obligation to extend any financing to any Chapter 7 trustee or similar responsible person appointed for the bankruptcy estates of the Debtors. Except as modified by this Second Supplemental Interim Order or the Prepetition ABL Credit Agreement, and subject to the Bankruptcy Code, the Prepetition ABL Loan Documents and the Intercreditor Agreement and the terms and provisions of these documents remain in full force and effect as they relate to the Prepetition ABL Obligations. To the extent that there is a conflict among the Motion, the Prepetition ABL Loan Documents, and Interim Order, the Supplemental Interim Order and this Second Supplemental Interim Order, the Second Supplemental Interim Order will govern and control.

26) Final Hearing. The Final Hearing will be held on July 16, 2009 at 2:00 p.m. (prevailing Eastern time) before this Court.

27) Service of Order and Objections. Notice Of Final Hearing And Final Cash Collateral Order. The Debtors shall, within one (1) Court day after the entry of this Second Supplemental Interim Order, mail by overnight mail (i) a notice of the Final Hearing and the briefing schedule thereon as set forth below (the "Second Final Hearing Notice"), and (ii) copies of this Second Supplemental Interim Order on (a) the United States Trustee; (b) counsel for the Prepetition ABL Agent; (c) counsel for Term Agent; (d) counsel for the Indenture Trustee, (e) the thirty largest unsecured creditors as set forth in the list filed by the Debtor pursuant to Bankruptcy Rule 1007(d), (f) all parties in interest on whom service is required by the Debtors' order limiting notice entered in this Case and their counsel and (g) all known holders of liens on the Debtors' assets, (h) counsel to the Committee and (i) the other parties on whom the Court directed service on the record. Objections by any party in interest to the Final Cash Collateral Order shall be filed with this Court and served by overnight mail or personal delivery to the parties listed below at the addresses set forth below no later than July 9, 2009 at 4:00 p.m. (prevailing Eastern time).

At the Final Hearing, this Court will consider the objections properly filed and served. Any party in interest objecting to the relief sought at the Final Hearing must serve a written objection on (i) Kirkland & Ellis LLP, 300 North LaSalle, Chicago, IL 60654, Attn: Marc Kieselstein, attorneys for the Debtors; (ii) McGuireWoods LLP, 625 Liberty Avenue, 23rd Floor, Pittsburgh, PA 15222, Attn: Mark E. Freedlander and Miller Canfield Paddock and Stone, P.L.C., 150 W. Jefferson Avenue, Suite 2500, Detroit, MI 48226, Attn: Stephen S. LaPlante, attorneys for the Prepetition ABL Lenders; (iii) Bingham McCutchen LLP, One State Street, Hartford, CT 06103, Attn: Michael Reilly, Amy Kyle, and Peter Bruhn, counsel to the ad hoc committee of Prepetition Term Lenders; (iv) William P. Bowden and Gregory A Taylor, Ashby & Geddes, P.A., 500 Delaware Avenue, P.O. Box 1150, Wilmington, DE 19899 and Robert J. Stark, Brown Rudnick LLP, Seven Times Square, New York, NY 10036 and Howard L. Siegel, Brown Rudnick LLP, City Place 185 Asylum Street, Hartford, CT 06103 and (v) the Office of the United States Trustee for the District of Delaware, and file the objection with the Clerk of the United States Bankruptcy Court, District of Delaware, in each case to allow actual receipt by parties who are required to be served objections no later than July 9, 2009 at 4:00 p.m. (prevailing Eastern time).

Wilmington, Delaware
Date: July 1, 2009

United States Bankruptcy Judge