

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

In re:	:	
	:	Chapter 11
CHEROKEE SIMEON VENTURE I,	:	
LLC	:	Case No. 12-12913 (KG)
Debtor.	:	
	:	
	:	
	:	RE: DI. # 85

**INTERIM ORDER (A) AUTHORIZING THE DEBTOR TO OBTAIN
SUPER-PRIORITY SECURED POST-PETITION FINANCING, AND
(B) PRESCRIBING FORM AND MANNER OF NOTICE AND SETTING
THE TIME FOR THE FINAL HEARING**

Upon the motion (the "Motion"), dated January 11, 2013, of Cherokee Simeon Venture I, LLC, as a debtor and debtor-in-possession (the "Debtor") in the within chapter 11 case (the "Case"), for the entry of this Interim Order and the Final Order (as hereinafter defined) authorizing the Debtor to (i) obtain post-petition financing in an aggregate amount not to exceed Seventy-Five Thousand Dollars (\$75,000) (the "DIP Financing" or the "DIP Loan") pursuant to sections 363 and 364 of title 11 of the United States Code (the "Bankruptcy Code") by entering into a term sheet (the "DIP Term Sheet,¹") in the form annexed hereto as Exhibit "A," between the Debtor, as borrower, and Zeneca Inc., as the lender (the "DIP Lender"), which outlines the principal terms for a senior secured superpriority debtor-in-possession credit facility, which DIP Financing shall consist of a loan to support the Debtor's Chapter 11 Case, pay the Carve-Out (as defined below) and pay other administrative expenses; (ii) grant liens and superpriority claims to and on behalf of and for the benefit of the DIP Lender in all Post-Petition Collateral (as defined

¹Unless otherwise defined herein, all capitalized terms used herein have the meanings ascribed to such terms in the DIP Term Sheet, a copy of which is attached hereto as Exhibit "A".

herein) to secure any and all of the Debtor's obligations, indebtedness and liabilities under the DIP Term Sheet (collectively, the "Post-Petition Obligations"), and (iii) pending a final hearing on the Motion (the "Final Hearing"), obtain emergency post-petition loans under the DIP Term Sheet until and including the date on which the Final Order is entered (the "Interim Commitment"), and (B) in accordance with Rule 4001(c)(2) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), requesting that this Court schedule the Final Hearing for entry of a final order approving the DIP Financing (the "Final Order") and approve notice with respect thereto; and the Court having considered the Motion and the exhibits attached thereto, including, without limitation, the DIP Term Sheet; and a hearing to consider approval of the Interim Commitment having been held and concluded on January __, 2013 (the "Interim Hearing"); and due and sufficient notice of the Motion and the Interim Hearing having been given; and upon all of the pleadings filed with the Court and all of the proceedings held before the Court; and after due deliberation and consideration and good and sufficient cause appearing therefor,

THE DEBTOR STIPULATES AND THE COURT HEREBY FINDS, DETERMINES AND CONCLUDES:²

A. On October 23, 2012 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor is presently continuing in the management and possession of its property as a debtor-in-possession pursuant to section 1107 of the Bankruptcy Code. No trustee or examiner has been appointed in the Debtor's chapter 11 Case.

²Findings of fact contained herein shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact.

B. Consideration of this Motion constitutes a "core proceeding" as defined in 28 U.S.C. §§ 157(b)(2)(A), (D), (G), (K), (M) and (O). This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. ~~Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.~~

C. Notice of the relief sought by the Motion, and the hearing with respect thereto was served on or about January __, 2013 via facsimile and/or overnight delivery on the following parties in interest: (i) the United States Trustee; (ii) Counsel to the Pre-Petition Lender (as defined herein); (iii) creditors holding the twenty (20) largest unsecured claims against the Debtor as included in the Debtor's chapter 11 petition, or their respective legal counsel, if known; (iv) any party that has filed a lien against any of the Debtor's assets; (v) the Internal Revenue Service; (vi) all local taxing authorities; and (vii) any party that has requested notice and service of papers in the Case. Given the nature of the relief sought in the Motion, such notice constitutes sufficient and adequate notice of this Interim Order pursuant to Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") 2002, 4001(c) and (d) and section 102(1) of the Bankruptcy Code, and no further notice of the Motion or this Interim Order is necessary or required.

D. The Debtor is unable to obtain the required funds (i) in the forms of (a) unsecured credit or debt allowable under section 503(b)(1) of the Bankruptcy Code, (b) an administrative expense pursuant to section 364(a) or (b) of the Bankruptcy Code, (c) unsecured debt having the priority afforded by section 364(c)(1) of the Bankruptcy Code, or (d) debt secured as described in section 364(c)(2) or (3) of the Bankruptcy Code or (ii) on terms more favorable than those offered by the DIP Lender under the DIP Term Sheet, this Interim Order, and all other agreements, documents, notes or instruments executed and delivered pursuant

hereto or thereto or in connection herewith or therewith (collectively, the DIP Term Sheet, this Interim Order, the Final Order and any other agreements, documents, notes or instruments executed and delivered pursuant to the Final Order, the "Post-Petition Financing Documents").

E. The Debtor has requested that, pursuant to the terms of the Post-Petition Financing Documents, the DIP Lender make loans and advances and provide other financial accommodations to the Debtor. The ability of the Debtor to administer its chapter 11 Case depends upon the Debtor obtaining such financing. The DIP Lender is willing to make such loans and advances and provide such other financial accommodations only on a superpriority secured basis, as more particularly described herein, pursuant to the terms and conditions of the Post-Petition Financing Documents.

F. Accordingly, the interim relief sought in the Motion is necessary and in the best interests of the Debtor's estate in order to prevent immediate and irreparable harm to the Debtor's estate that would otherwise result if the Debtor were prevented from using cash on an interim basis in order to preserve and maximize the value of the assets of its estate.

G. The terms of the post-petition lending set forth herein are consistent with and authorized by the Bankruptcy Code and are necessary in order to obtain the consent or non-objection of parties.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. Granting of Motion. The Motion is granted in its entirety subject to the provisions hereof. Any objections to the relief sought in the Motion that have not been previously resolved or withdrawn are hereby overruled on their merits. This Interim Order shall become effective immediately upon its entry.

2. Authorization to Borrow. The Debtor is hereby authorized (i) to enter into the DIP

Term Sheet, substantially in the form filed with the Court, with such modifications as permitted by this Interim Order, and the other Post-Petition Financing Documents, (ii) to borrow funds, incur debt, reimbursement obligations and other obligations, grant liens, make deposits, provide guaranties and indemnities and perform its obligations solely in accordance with the terms and conditions of the Post-Petition Financing Documents. The Post-Petition Financing Documents may be amended, modified, supplemented or the provisions thereof waived in accordance with their terms, without further order of this Court; provided, however, that notice of any (i) increase in the aggregate of the DIP Lender's lending commitments by more than \$25,000.00 per month, (ii) increase in the fees or applicable interest rates charged, other than increases described in the Motion or in the Post-Petition Financing Documents as filed with this Court, or (iii) modification of the maturity of the obligations under the Post-Petition Financing Documents, or the addition of financial covenants or financial events of default that are on terms materially more onerous or burdensome to the Debtor, other than modifications described in the Motion or in the Post-Petition Financing Documents as filed with this Court, shall be filed and noticed to the Court and all parties in the case, through which the Debtor reserves the right to seek emergency relief if necessary, such motion will provide notice within which to object in writing to such amendment, modification or supplement, and upon any such timely written objection, such amendment, modification or supplement shall only be permitted following entry of an order of this Court approving or authorizing such amendment, modification or supplement.

3. Binding Effect of Post-Petition Financing Documents; Borrowing Limit. Upon execution and delivery of the Post-Petition Financing Documents, they shall constitute valid and binding obligations of the Debtor, its estate and any successors thereto, including, without limitation, any trustee appointed in the Case or in any case under chapter 7 of the Bankruptcy

Code upon conversion of the Case, or in any other proceedings superseding or related to any of the foregoing (collectively, the "Successor Case"); provided, however, that notwithstanding any other provision of this Interim Order or of the other Post-Petition Financing Documents, the Debtor shall not, prior to entry of the Final Order approving the Post-Petition Financing Documents or such other and further orders as this Court may enter, incur post-petition obligations with respect to the DIP Loan in the aggregate principal amount of more than \$75,000. With respect to the Post-Petition Obligations, no obligation, payment, transfer or grant of security under this Interim Order or the other Post-Petition Financing Documents shall be stayed, restrained, avoidable or recoverable under the Bankruptcy Code or any applicable non-bankruptcy law, or subject to any defense, reduction, setoff, recoupment or counterclaim.

4. Interest. Interest on the Post-Petition Obligations shall accrue at the rates (including any applicable default rates) and shall be paid at the times as provided in the DIP Term Sheet.

5. Use of Proceeds; Bank Accounts.

(a) The Debtor shall use the proceeds of the loan obtained under the Post-Petition Financing Documents solely in accordance with and subject to the conditions set forth in this Interim Order, the Final Order or the Post-Petition Financing Documents. Nothing in this Interim Order shall be construed to require the DIP Lender to make advances or extensions of credit or other financial accommodations to permit the Debtor to make any payments, except to the extent expressly provided for in this Order, the Final Order or the Post-Petition Financing Documents.

(b) Any proceeds of the sale, lease or other disposition of the Post-Petition Collateral shall be used in accordance with the provisions of this Interim Order, the Final Order,

or the Post-Petition Financing Documents. To the extent sale proceeds are applied to reduce the Post-Petition Obligations, they shall be applied in payment of the Debtor's obligations under, and in the manner provided in this Order or the Final Order, and the Debtor is deemed to have irrevocably waived any right to direct the manner of application of any of the Post-Petition Collateral, other than as expressly set forth in this Order, the Final Order or the Post-Petition Financing Documents.

6. Limited Consent to Payment of Expenses. The Debtor is authorized to use the loans or advances made under or in connection with the Post-Petition Financing Documents solely as provided in this Interim Order or the Final Order. The amounts loaned and advanced under or in connection with the Post-Petition Financing Documents and all proceeds of the Post-Petition Collateral (collectively, "Post-Petition DIP Funds"), shall not, directly or indirectly, be used to pay expenses of the Debtor or otherwise be disbursed except for those expenses and/or disbursements that are expressly permitted under this Order or the Final Order. Subject to entry of the Final Order, except for the Carve-Out, no administrative claims, including, without limitation, fees and expenses of professionals, shall be assessed against or attributed to the DIP Lender, or its interests in the Post-Petition Collateral pursuant to the provisions of section 506(c) of the Bankruptcy Code or otherwise by, through or on behalf of the Debtor, without the prior written consent of the DIP Lender, and no such consent shall be implied from any action, inaction or acquiescence by, either with or without notice to the DIP Lender. Except as set forth in the DIP Term Sheet and this Interim Order, the DIP Lender has not consented or agreed to the use of DIP Financing.

7. Authorization to Pay Fees. Any and all fees paid or required to be paid in connection with the Post-Petition Financing Documents are hereby authorized and shall be paid

as set forth in the DIP Term Sheet or contained in the Post-Petition Financing Documents filed with the Court.

8. Authority to Enter Into Additional Agreements. The Debtor is hereby authorized and directed to enter into any additional agreements providing for the establishment of lock boxes or similar arrangements required or requested by the DIP Lender for the benefit and in favor of the DIP Lender for purposes of facilitating cash collections from the Debtor in accordance with and subject to the terms of the Post-Petition Financing Documents.

9. Pre-Petition Lender, Pre-Petition Collateral, Pre-Petition Liens. On or about September 6, 2007, CERF SPVI, LLC ("CERF"), entered into a Loan and Security Agreement (the "Pre-Petition Loan Agreement,"), with the Debtor whereby CERF agreed to loan the Debtor up to forty-two million dollars (\$42,000,000) (the "Pre-Petition Loan"). According to papers filed with the Court, EFG-Campus Bay ("EFG" or the "Pre-Petition Lender") is the assignee of CERF's interest in the Pre-Petition Loan. Pursuant to the terms of the Pre-Petition Loan Agreement, the Pre-Petition Lender agreed to provide funds for among other things, the repayment of debt, working capital, and certain expenses pertaining to real property located in Richmond, California (the "Property"). The Pre-Petition Lender asserts a secured claim pursuant to that certain Promissory Note (the "Note"), and Deed of Trust, Security Agreement and Fixture Filing with Assignment of Rents and Agreements dated September 6, 2007 (the "Deed of Trust," and collectively with the Loan Agreement, the Note, and other documents executed in connection with the Loan, the "Pre-Petition Loan Documents"), which was executed by the Debtor for the benefit of the Pre-Petition Lender. The Pre-Petition Lender asserts a right to a first priority security interest (collectively, and as more fully set forth in the Pre-Petition Loan Documents, the "Pre-Petition Liens") in certain assets of the Debtor (together with the

Property, the "Pre-Petition Collateral"). In conjunction with, among other things, the Note and the Loan Agreement, the Debtor entered into a Deposit Account Control Agreement, which established a deposit account with Bank of America, N.A. (the "Account"). The Pre-Petition Lender asserts an interest in the Account and in checks and other payment instructions deposited into the Account. The Debtor has not conceded or agreed to the Pre-Petition Lender's claims or rights with respect to the Pre-Petition Collateral. The Debtor specifically reserves all rights to contest the Pre-Petition Lender's claims and nothing herein is or should be deemed an allowance of the Pre-Petition Lender's claims or an acquiescence or waiver of any party's rights to contest such claims and/or lien rights.

10. Post-Petition Liens.

(a) Grant of Post-Petition Liens. As security for the Post-Petition Obligations of the DIP Lender, the DIP Lender is granted pursuant to sections 364(c)(1), 364(c)(2), and (c)(3) of the Bankruptcy Code valid, binding, continuing, enforceable, super-priority, non-avoidable and automatically and properly perfected liens (the "Post-Petition Liens") in the following, all of which shall constitute "Post-Petition Collateral": All tangible and intangible property of the Debtor and its estate, now existing or hereafter acquired, including, without limitation, cash collateral, accounts and other receivables for goods sold or leased or services rendered, whether or not earned ("Receivables"), inventory, machinery, equipment, leases and real property (whether owned or leased), instruments, chattel paper and other contracts evidencing, or substitute for, any Receivable, all guarantees, letters of credit, security and other credit enhancements for the Receivables, all documents of title for any inventory, all claims and causes of action in any way relating to any of the Receivables or inventory, all bank accounts into which any proceeds of Receivables or inventory are deposited (including all cash and other funds

on deposit therein), all proceeds of leases and leased real property, all books and records relating to any of the foregoing, general intangibles (including, without limitation, patents, trade names and trademarks and licenses thereof), books and records of the Debtor, tax refunds, excess proceeds returned to the Debtor from letter of credit beneficiaries, all cash and all proceeds of the foregoing, and all profits, rents or revenues collected by the Debtor but excluding (i) the proceeds of the Debtor's claims and causes of action asserted or prosecuted under chapter 5 of the Bankruptcy Code, and (ii) in the event the Court determines that as of the Petition date, there were validly-perfected first priority liens on any of the foregoing, the DIP Lender shall have a second lien on such Post-Petition Collateral. Included in the term "Post-Petition Collateral" are any other recoveries made by the Debtor, including net cash proceeds received in connection with insurance policies and tax refunds.

(b) The Post-Petition Liens are subject only to the Carve-Out (as defined below). Furthermore, from and after the Petition Date, the Debtor shall not create, incur, or suffer to exist any liens of any kind or nature on any of its assets or properties except for the Post-Petition Liens granted hereunder and any other liens permitted under the DIP Term Sheet or the Post-Petition Financing Documents.

11. Carve-Out.

(a) Carve-Out Amount. Subject to the terms and conditions contained in this paragraph, the Post-Petition Liens and the DIP Super-Priority Claim shall be subordinate to the following fees and expenses (collectively, the "Carve-Out"): all fees required to be paid to the Clerk of the Bankruptcy Court and the United States Trustee pursuant to 28 U.S.C. § 1930(a) and to the reasonable fees and expenses of the professionals of any committee of unsecured creditors, if one is appointed;

(b) Use of DIP Loans to Fund Carve-Out Payments; Lien on Unencumbered Assets. Any extension of credit under the Post-Petition Financing Documents that is used to fund the Carve-Out shall be added to and made a part of the Post-Petition Obligations and shall be secured by the Post-Petition Liens and otherwise entitled to the protections granted under this Interim Order, the Final Order, the Post-Petition Financing Documents, the Bankruptcy Code and applicable law. Before any proceeds of the DIP Loans shall be used to fund the Carve-Out, the Debtor shall be required to use the proceeds of unencumbered assets of the Debtor's estates then on hand (collectively, the "Unencumbered Assets") for such purpose, excluding the proceeds of the Debtor's claims and causes of action asserted or prosecuted under chapter 5 of the Bankruptcy Code.

12. DIP Super-Priority Claim. Subject to the Carve-Out (as defined herein), all Post-Petition Obligations hereby constitute allowed superpriority administrative expense claims (collectively, the "DIP Super-Priority Claim") under section 364(c)(1) of the Bankruptcy Code against the Debtor, having priority over all administrative expense claims against the Debtor or its estate at any time existing or arising, of any kind or nature, including, without limitation, administrative expenses of the kind specified in, or ordered pursuant to, any provision of the Bankruptcy Code, including, without limitation, those specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 365, 503(b), (subject to entry of the Final Order), 507(a), 507(b), 546(c), and 726 of the Bankruptcy Code, or otherwise (whether incurred in the Case or any Successor Case), which DIP Super-Priority Claim shall be payable from and have recourse to all pre-petition and post-petition property of the Debtor and all proceeds thereof, excluding the proceeds of the Debtor's claims and causes of action asserted or prosecuted under chapter 5 of the Bankruptcy Code.

13. Limitations on the Use of the DIP Loan, the Post-Petition Collateral, and the Carve-Out. The DIP Loan, the Post-Petition Collateral, and the Carve-Out shall not be used in connection with: (a) preventing, hindering, or delaying any of the DIP Lender's enforcement or realization upon the Post-Petition Liens or any other rights or remedies under the Post-Petition Financing Documents, the Interim Order, the Final Order or applicable law once an Event of Default has occurred, or (b) initiating, commencing or prosecuting any claims, defenses, objections, causes of action, adversary proceedings, contested matters, contests, or other litigation against the DIP Lender, including, without limitation, (i) contesting, objecting to, or challenging the validity, amount, extent, perfection, priority or enforceability of, or asserting any defense, counterclaim or offset to, the Post-Petition Obligations and/or the Post-Petition Liens, or any other rights or interests of the DIP Lender, and (ii) asserting, commencing or prosecuting any claims, defenses or causes of action, including, without limitation, any claims or causes of action under chapter 5 of the Bankruptcy Code, against the DIP Lender.

14. Right to Assert Section 506(c) Claims Against Pre-Petition Lender. The Debtor agrees to asserts its rights to surcharge the Pre-Petition Lender pursuant to Section 506(c) of the Bankruptcy Code for recovery of any and all funds loaned by the DIP Lender to the Debtor pursuant to this Interim Order.

15. Preservation of Rights Granted Under This Order.

(a) The Debtor and the DIP Lender's rights to surcharge the Pre-Petition Lender for, among other things, any and all past Property-related expenses, future Property-related expenses, pursuant to, among other things, the *Order Appointing Receiver Ex Parte* entered by the Superior Court of Contra Costa County in CIV C12-00284 in July 2012 and any applicable law are expressly preserved.

(b) The Post-Petition Liens shall not be avoided or preserved for the benefit of the Debtor's estate under section 551 of the Bankruptcy Code.

(c) Unless all the Post-Petition Obligations shall have been indefeasibly paid in full, other than as permitted by the Carveout, the Debtor shall not (i) in any way prime or otherwise adversely affect the liens granted under this Interim Order by offering a subsequent lender or a party in interest a superior or *pari passu* lien or claim, (ii) in any way grant junior encumbrances on any Post-Petition Collateral, or (iii) otherwise encumber otherwise unencumbered assets or estate property of the Debtor.

(d) Unless all the Post-Petition Obligations shall have been indefeasibly paid in full, it shall constitute an Event of Default if there are entered any modifications or extensions of this Interim Order without the prior written consent of the DIP Lender and no such consent shall be implied by any other action, inaction or acquiescence by the DIP Lender.

(e) If any or all of the provisions of this Order are hereafter reversed, modified, vacated or stayed, such reversal, stay, modification or vacation shall not affect (i) the validity of any of the Post-Petition Obligations incurred or payments made prior to the actual receipt of written notice of the effective date of such reversal, stay, modification or vacation or (ii) the validity or enforceability of any lien or priority authorized or created hereby with respect to any of the Post-Petition Obligations. Notwithstanding any such reversal, stay, modification or vacation, any use of the DIP Loans or other Post-Petition Obligations by the Debtor prior to the actual receipt of written notice of the effective date of such reversal, stay, modification or vacation shall be governed in all respects by the original provisions of this Order, and the DIP Lender shall be entitled to all the rights, remedies, privileges and benefits granted by section 364(e) of the Bankruptcy Code, this Order and pursuant to the Post-Petition Financing

Documents with respect to all Post-Petition Obligations.

(f) Except as expressly provided in this Interim Order or in the Post-Petition Financing Documents or as agreed in writing by the DIP Lender, the Post-Petition Liens, the DIP Super-Priority Claim, and all other rights and remedies of the DIP Lender granted by the Post-Petition Financing Documents as modified by this Order, shall survive, and shall not be modified, impaired or discharged by (i) the conversion of the Chapter 11 Case, (ii) the dismissal of the Case, (iii) transfer of the Case to a different venue or district, or (iv) the entry of an order confirming a chapter 11 plan in the Case.

(i) Conversion of Case. The terms and provisions of this Interim Order and the Post-Petition Financing Documents as modified by this Interim Order shall continue in the Chapter 11 Case, in any successor case, or in any superseding chapter 7 case under the Bankruptcy Code, and the Post-Petition Liens, the Super-Priority Claim, and all other rights and remedies of the DIP Lender granted by the provisions of this Order and the Post-Petition Financing Documents shall continue in full force and effect until the Post-Petition Obligations are indefeasibly paid in full.

(ii) Dismissal of Case. If an order dismissing the Case under section 1112 of the Bankruptcy Code or otherwise is at any time entered, such order shall provide (in accordance with sections 105 and 349(b) of the Bankruptcy Code) that (i) the claims and liens granted pursuant to this Interim Order to or for the benefit of the DIP Lender shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all obligations in respect thereof shall have been indefeasibly paid in full in cash and satisfied in the manner provided in the Post-Petition Financing Documents (and that such claims and liens shall, notwithstanding such dismissal, remain binding on all parties in interest), (ii) the claims and liens

granted pursuant to this Interim Order to or for the benefit of the DIP Lender shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order (and that such claims and liens shall, notwithstanding such dismissal, remain binding on all parties in interest), (iii) prior to dismissal, the Debtor shall deliver to the DIP Lender and record, at the Debtor's cost, such financing statements, mortgages and other documentation evidencing perfected liens in the Post-Petition Collateral as the DIP Lender shall reasonably request, and (iv) to the extent permitted by applicable law, this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing such claims and liens.

16. Additional Rights Reserved. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver, expressly or implicitly, or otherwise impair (a) any of the rights, claims, privileges, objections or defenses (whether legal, equitable or otherwise) of the DIP Lender under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right of the DIP Lender to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of the Case, conversion of the Case to case under chapter 7 of the Bankruptcy Code, or appointment of a chapter 11 trustee or examiner (including an examiner with expanded powers), or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans or (b) exercise any other rights, claims or privileges (whether legal, equitable or otherwise) of a DIP Lender.

17. Automatic Stay; Remedies.

(a) Upon the occurrence of an Event of Default under the Post-Petition Financing Documents, all stays and injunctions in this Case, including, but not limited to, the automatic stay arising under section 362(a) of the Bankruptcy Code will be modified

automatically and irrevocably as to the DIP Lender, without further order of the Bankruptcy Court and without the need for filing any motion for relief from the automatic stay or any other pleading, to:

(i) Declare the DIP Loan to be terminated, whereupon the same shall forthwith terminate;

(ii) Declare the Post-Petition Obligations to be forthwith due and payable, whereupon all Post-Petition Obligations shall become and be forthwith due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which the Debtor hereby expressly waive;

(iii) Charge the default rate of interest on all Post-Petition Obligations.

(b) Notwithstanding anything herein to the contrary, and notwithstanding the applicability of section 362 of the Bankruptcy Code (to the extent necessary to exercise such remedies, relief from automatic stay shall be deemed granted), upon notice of breach to the Debtor and the Debtor's failure to cure any such breach after three (3) business days of receipt of such notice, the DIP Lender shall also be entitled to immediately exercise any of the following rights and remedies without further order of the Bankruptcy Court and without the need for filing any motion for relief from the automatic stay or any other pleading in order:

(i) DIP Lender may apply any and all money owing by the DIP Lender to the Debtor to the payment of the Post-Petition Obligations, in the DIP Lender's sole discretion, subject to the Carve-Out;

(ii) The DIP Lender may exercise and enforce any and all rights and remedies available upon default to a secured party under the UCC, including the right to take possession of Post-Petition Collateral, or any evidence thereof, proceeding without judicial

process or by judicial process, and the right to sell, lease or otherwise dispose of any or all of the Post-Petition Collateral (with or without giving any warranties as to the Post-Petition Collateral, title to the Post-Petition Collateral or similar warranties), and, in connection therewith, the Debtor will on reasonable demand assemble the Post-Petition Collateral and make it available to the DIP Lender at a place to be designated by the DIP Lender which is reasonably convenient to all parties;

(iii) The DIP Lender may exercise and enforce its rights and remedies under the Post-Petition Financing Documents;

(iv) The DIP Lender may without regard to any waste, adequacy of the security or solvency of the Debtor, apply for the appointment of a receiver of the Post-Petition Collateral, to which appointment the Debtor hereby consent, whether or not foreclosure proceedings have been commenced under the Post-Petition Financing Documents and whether or not a foreclosure sale has occurred;

(v) The DIP Lender may exercise any other rights and remedies available to them by law or agreement; and/or

(vi) If the DIP Lender sells any of the Post-Petition Collateral on credit, the Post-Petition Obligations will be reduced only to the extent of payments actually received. If the purchaser fails to pay for the Post-Petition Collateral, the DIP Lender may resell the Post-Petition Collateral and shall apply any proceeds actually received to the Post-Petition Obligations.

(c) The automatic stay imposed by section 362 of the Bankruptcy is hereby modified to the extent necessary to permit or effectuate the terms of this Interim Order and the documents evidencing the DIP Loans, including, without limitation, to permit the execution and

recordation of documents in the DIP Lender's discretion to evidence the creation and perfection of the DIP Lender's liens on the Post-Petition Collateral; provided, however, that nothing herein shall prevent the Debtor or the United States Trustee from seeking an emergency hearing to, among other things, determine whether an event of default has occurred.

18. Enforcement Against Post-Petition Collateral; Application of Post-Petition Collateral Proceeds. If upon an Event of Default and in compliance with the preceding paragraph, the DIP Lender chooses at any time to exercise its rights and remedies hereunder, under the other Post-Petition Financing Documents or under applicable law in order to effect payment or satisfaction of the Post-Petition Obligations or to receive any amounts or remittances due hereunder or under the other Post-Petition Financing Documents, including without limitation, by foreclosing upon and selling all or a portion of the Post-Petition Collateral, the DIP Lender shall have the right without any further action or approval of this Court to exercise such rights and remedies as to all or such part of the Post-Petition Collateral as the DIP Lender shall elect in its sole discretion. The DIP Lender shall be entitled to apply the payments or proceeds of the Post-Petition Collateral in accordance with the provisions of this Interim Order and the other Post-Petition Financing Documents, and, upon entry of the Final Order, in no event shall the DIP Lender be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Post-Petition Collateral or otherwise.

19. Non-Waiver of Rights. The failure or delay by the DIP Lender to seek relief or otherwise exercise its rights and remedies under this Interim Order or any other Post-Petition Financing Documents shall not constitute a waiver of any of the rights of the DIP Lender hereunder, thereunder or otherwise, and any single or partial exercise of such rights and remedies against any party or Post-Petition Collateral shall not be construed to limit any further exercise of

such rights and remedies against any or all of the other party and/or Post-Petition Collateral.

20. Prohibitions Against Granting Certain Bankruptcy Claims and Liens and Using Post-Petition Collateral Other than In Accordance with the Post-Petition Financing Documents.

Except as expressly provided in the Post-Petition Financing Documents, including this Interim Order, the Debtor shall be prohibited at any time during the Case from granting claims or liens in the Post-Petition Collateral or any portion thereof to any other parties pursuant to sections 364(d), 503(b) or 507(b) of the Bankruptcy Code or otherwise; provided, however, and notwithstanding anything to the contrary in this Interim Order, the statutory imposition of a materialmans', mechanics', artisans' or other lien by operation of law without further action by the Debtor shall not violate anything to the contrary in this Interim Order. The Debtor shall not at any time use the Post-Petition Collateral except pursuant to the terms and conditions of this Interim Order and the other Post-Petition Financing Documents.

21. Automatic Perfection of Liens. By virtue of and pursuant to this Interim Order, all liens granted or authorized pursuant to this Interim Order to or for the benefit of the DIP Lender shall be, and they hereby are, valid, enforceable and perfected, effective as of the Petition Date, and (notwithstanding any provisions of any agreement, instrument, document, the Uniform Commercial Code or any other relevant law or regulation of any jurisdiction) no further notice, filing or other act shall be required to effect such perfection, and all liens that may be created upon any designated accounts and any other deposit accounts or securities accounts shall be, and they hereby are, deemed to confer "control" for purposes of sections 8-106, 9-104, 9-105, 9-106, 9-107 and 9-314 of the Delaware Uniform Commercial Code as in effect as of the date hereof in favor of the DIP Lender, provided, however, that if the DIP Lender shall, in its sole discretion, choose to require the execution of and/or file (as applicable) such mortgages, financing

statements, notices of liens and other similar instruments and documents, all such mortgages, financing statements, notices of liens or other similar instruments and documents shall be deemed to have been executed, filed and/or recorded *nunc pro tunc* as of the Petition Date. Each and every federal, state and local government agency or department is hereby authorized to accept the entry by this Court of this Interim Order as evidence of the validity, enforceability and perfection on the Petition Date of the liens granted or authorized pursuant to this Interim Order to or for the benefit of the DIP Lender.

22. Validity, etc. of Post-Petition Liens. The validity, enforceability, priority or amount of any of the claims and liens granted to or for the benefit of the DIP Lender under this Interim Order or any other Post-Petition Financing Documents with respect to the Post-Petition Obligations shall not be affected by any finding or order of this Court regarding any Pre-Petition Liens.

23. Debtor Authorized and Directed to Execute Documents and Pay Fees. The Debtor is authorized and directed, and the automatic stay imposed by section 362 of the Bankruptcy Code is hereby modified to the extent necessary, to (a) do and perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the Post-Petition Financing Documents and such additional security agreements, pledge agreements, control agreements, mortgages and financing statements and other documents and instruments as may be necessary or appropriate to better evidence and perfect the DIP Facility), (b) pay all principal, interest, fees and expenses and other amounts described in the DIP Term Sheet as such become due and without the need for further Court approval, including, without limitation, facility fees, and administration fees to the extent provided in the DIP Term Sheet. The Debtor is hereby authorized and directed to indemnify the DIP Lender, exclusively in its capacity as such, from

and against any liability arising in connection with the Post-Petition Financing Documents to the extent provided in and subject to the Post-Petition Financing Documents. All such fees and expenses and the obligation to indemnify the DIP Lender shall constitute Post-Petition Obligations and shall be secured by the Post-Petition Liens and afforded all of the priorities and protections afforded to the Post-Petition Obligations under this Interim Order and the other Post-Petition Financing Documents.

24. Post-Petition Obligations Not Subject to Setoff, etc. The Post-Petition Obligations of the Debtor, and the claims and liens granted to or for the benefit of the DIP Lender pursuant to this Interim Order and the other Post-Petition Financing Documents, are not subject to any setoff, reduction or disallowance of any kind, including, without limitation, under section 502(d) of the Bankruptcy Code.

25. Cash Management System; Control Over Debtor's Account. The Debtor shall maintain its existing cash management system unless the DIP Lender consents in writing to any proposed modification to such cash management system. The Lender shall be deemed to have "control" over all of the Debtor's account within the meaning of Sections 8-106, 9-104, 9-105, 9-106, 9-107 and 9-314 of the Delaware Uniform Commercial Code. Any changes in the cash management system made pursuant to this provision must comply with the provisions of 11 U.S.C. Section 345 and the applicable Federal Rules of Bankruptcy Procedure and United States Trustee Guidelines.

26. Proof of Claim. The DIP Lender shall not be required to file a proof of claim in the Case on behalf of the DIP Lender setting forth the Post-Petition Obligations or any portion thereof, allowed in this Interim Order. Notwithstanding any provision to the contrary in any order entered, or to be entered, by the Court concerning the establishment of a bar date in the Case or

the Successor Case, the Post-Petition Lender is hereby authorized and entitled, in its sole discretion, but not required, to file (and amend and/or supplement, as it deems appropriate) one or more proofs of claim in each of the Case or the Successor Case for any claim allowed herein. Any order entered, or to be entered, by the Court concerning the establishment of a bar date in the Case or the Successor Case shall not apply to the DIP Lender. Subject to the terms of this Interim Order, any and all payments made and accepted by the Post-Petition Lender or made directly to the Post-Petition Lender, in connection with the Post-Petition Lender's Claim or this Interim Order are final and not subject to avoidance or recovery by the Debtor or any other entity under chapter 5 of the Bankruptcy Code or otherwise.

27. Reasonable Terms; Good Faith.

(a) The terms of the proposed DIP Loan are fair and reasonable, are supported by reasonably equivalent value and fair consideration, and reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties.

(b) The DIP Loan has been negotiated in good faith and at arm's-length between the Debtor and the DIP Lender.

(c) All of the Post-Petition Obligations shall be deemed to have been extended by the DIP Lender in good faith, as that term is used in section 364(e) of the Bankruptcy Code. The DIP Lender shall be entitled to the full protections of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise. Accordingly, if any or all of the provisions of this Interim Order are hereafter modified, vacated, or stayed, such modification, vacation, or stay shall not affect (a) the validity of any obligation, indebtedness, or liability incurred by the Debtor to the DIP Lender under the Post-Petition Financing Documents before the effective date of such modification,

vacation, or stay, or (b) the validity or enforceability of any security interest, lien, priority, or other protection authorized or created hereby.

28. Events of Default. The post-petition occurrence of any of the following shall constitute an Event of Default:

- (a) The Final Order, in a form and substance satisfactory to the DIP Lender in its sole and absolute discretion, has not been entered by January 28, 2013;
- (b) Violation of any of the terms of this Interim Order;
- (c) The occurrence of any default, Event of Default or violation of any of the terms of the DIP Term Sheet;
- (d) The Debtor's failure to comply with the budget set forth in the DIP Term Sheet;
- (e) Conversion of the Debtor's Case to a case under chapter 7 of the Bankruptcy Code;
- (f) The appointment of a Trustee pursuant to § 1104(a)(1) or (a)(2) of the Bankruptcy Code in the Case;
- (g) Entry of an order in the chapter 11 Case appointing a chapter 11 trustee or appointing an examiner with the power to take any action other than to investigate and report;
- (h) The entry of any order modifying, reversing, revoking, staying, rescinding, vacating, or amending this Interim Order without the express prior written consent of the DIP Lender in its sole and absolute discretion;
- (i) The failure of the Debtor to execute and deliver all Post-Petition Financing Documents requested by the DIP Lender in respect of the DIP Facility reflecting the terms and conditions set forth in the DIP Term Sheet and otherwise in form and substance satisfactory in all

respects to the DIP Lender in its sole and absolute discretion;

(j) Default in the payment of any amount owed by the Debtor to the DIP Lender as and when due hereunder;

(k) The rendering against the Debtor of an arbitration award, a final judgment, decree or order, in each case requiring the post-petition payment of money in excess of \$25,000 in the aggregate or a post-petition lien on the Post-Petition Collateral, and the continuance of such arbitration award, judgment, decree or order unsatisfied and in effect for any period of thirty (30) consecutive days, provided however that this paragraph shall not apply to unsecured claims;

(l) Subject to the entry of a Final Order, the filing of a motion or proceeding by the Debtor that could reasonably be expected to result in material impairment of the DIP Lender's rights under this Interim Order, including any motion to surcharge the DIP Lender, the DIP Loans or the Post-Petition Collateral under section 506(c) of the Bankruptcy Code or otherwise, without having first obtained the DIP Lender's written consent to such requested relief;

(m) The filing of a motion or proceeding by the Debtor for entry of an order staying or otherwise prohibiting the prosecution of any enforcement action or any motion or pleading seeking to challenge the DIP Lender's Post-Petition Liens or otherwise commencing any cause of action against the DIP Lender;

(n) The filing by the Debtor (except following the DIP Lender's prior written request or with the DIP Lender's express prior written consent) of a motion with the Bankruptcy Court or any other court with jurisdiction seeking an order, or an order is otherwise entered, modifying, reversing, revoking, staying, rescinding, vacating, or amending this Interim Order or the Final Order or the Post-Petition Financing Documents as modified by this Interim Order or

the Final Order (and no such consent shall be implied from any other action, inaction, or acquiescence of the DIP Lender);

(o) The entry, at the request of the Debtor or any other party, of an order by the Bankruptcy Court approving a disclosure statement for a plan of reorganization that violates the terms of this Interim Order;

(p) The filing of a motion or application by the Debtor, or the Bankruptcy Court's allowance of a motion or application of any other person, which seeks approval for or allowance of any claim, lien, security interest ranking equal or senior in priority to the claims, liens and security interests granted to the DIP Lender under this Interim Order, the Final Order or the Post-Petition Financing Documents as modified by this Interim Order or the Final Order, or any such equal or prior claim, lien, or security interest shall be established in any manner, except, in any case, as expressly permitted under the Interim Order or the Final Order;

(q) The Interim Order or the Final Order shall cease to be in full force and effect at any time after the date of entry thereof by the Bankruptcy Court;

(r) Entry of an order granting any other super-priority claim or lien equal or superior to that granted to the DIP Lender, prior to full and indefeasible repayment of the Post-Petition Obligations (as defined in this Interim Order);

(s) Default in the performance, or breach, of any covenant or agreement of the Debtor contained in any of the Post-Petition Financing Documents as modified by this Interim Order or the Final Order, or any term or condition of either of this Interim Order or the Final Order;

(t) The failure by the Debtor to comply in any material respect with payment of the budgeted items set forth in the DIP Term Sheet (after accounting for any allowed variances

permitted by the DIP Lender);

(u) The entry of an order (a) which provides relief from the automatic stay otherwise imposed pursuant to Section 362 of the Bankruptcy Code with respect to any material contract, lease, or obligation or against any critical vendor; (b) allowing a third party to proceed against any material assets or contracts of the Debtor; (c) staying or otherwise prohibiting the prosecution of any Enforcement Action; (d) otherwise materially adversely affecting the DIP Lender's Post-Petition Liens;

(v) With the exception of the termination or suspension of operations contemplated by the budget in the DIP Term Sheet, the liquidation, dissolution, termination or suspension of the Debtor's business or otherwise failure to operate its business in the ordinary course or merge with another person, unless the Debtor consummates a sale of all or a material portion of such Debtor's assets, without paying the aggregate amount of the Post-Petition Obligations due to the DIP Lender, unless the DIP Lender has consented or the Debtor has otherwise satisfied the provisions of 11 U.S.C. §363(f);

(w) Any representation or warranty made by the Debtor in any agreement, certificate, instrument or financial statement or other statement contemplated by or made or delivered pursuant to or in connection with the Term Sheet shall prove to have been incorrect in any material respect when deemed to be effective;

(x) The good faith belief by the DIP Lender that the prospect of payment in full or any part of the Post-Petition Obligations, or that full performance by the Debtor under the Post-Petition Financing Documents, is impaired, or that there has occurred any Material Adverse Effect in the business or financial condition of the Debtor, provided that the Court shall have the power to determine whether such belief is objectively reasonable upon motion by any party in

interest, filed within three (3) business days of such DIP Lender's filing and service of notice, rendering any non-reasonable belief ineffective;

(y) If any creditor of the Debtor receives any adequate protection payment (other than utility deposits reclassified as adequate protection payments or deposits or payments to a utility covered by a utility order, provided payment does not exceed the utility order amount and budget attached to the DIP Term Sheet) which is not reasonable, or any lien is otherwise granted as adequate protection;

(z) A change in control occurs with respect to the Debtor;

(aa) The Debtor's failure to pay any Post-Petition Obligation when due;

(bb) Any material impairment of the Post-Petition Collateral or the termination of any state or federal license or authorization or material contract; or

(cc) The Debtor fails to comply with any of the covenants, conditions and agreements contained herein or in any other agreement, document or instrument at any time executed by Debtor in connection herewith (provided that the Court's determination of appropriate sale procedures shall not be a default).

29. Termination. The agreement by the DIP Lender to make any post-petition financing available to the Debtor under the Post-Petition Financing Documents as modified by this Interim Order shall continue until the earlier of (i) the conclusion of the Final Hearing, (ii) January 28, 2013, if the Final Order has not been entered by that date, which date may be extended solely at the option of the DIP Lender and the Debtor in writing, without the need for any further Court approval or as otherwise set forth in the Post-Petition Financing Documents, (iii) the date of the acceleration of any outstanding extensions of credit under the Post-Petition Financing Documents, or (iv) the occurrence of an Event of Default under the Post-Petition

Financing Documents (hereinafter, the "Termination Date").

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

31. Discharge Waiver. The Post-Petition Obligations shall not be discharged by the entry of an order (a) confirming a chapter 11 plan in the Case (and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtor hereby waives such discharge) or (b) converting this Case to a case under chapter 7 of the Bankruptcy Code. Under no circumstances shall any chapter 11 plan in this Case be confirmed or become effective unless such plan provides that the Post-Petition Obligations shall be indefeasibly paid in full in cash and satisfied in the manner provided in the Post-Petition Financing Documents on or before the effective date of such plan.

32. Interim Order Governs. In the event that any term or provision of this Interim Order conflicts with any term or provision of the other Post-Petition Financing Documents, the terms and provisions of this Interim Order shall govern until the Final Order is entered.

33. Binding Effect of Interim Order. Immediately upon execution by this Court, the provisions of this Interim Order shall be valid and binding upon and inure to the benefit of the DIP Lender, the Debtor, all other creditors, the Committee, if any is appointed, and all other parties in interest and their respective successors and assigns (including any chapter 7 trustee or other trustee or fiduciary hereafter appointed as a legal representative of the Debtor, or with respect to the property of the Debtor's estate, in the Case, any Successor Case, or upon dismissal of the Case or Successor Case).

34. No Marshalling. In no event shall the DIP Lender be subject to the equitable doctrine of marshalling or any similar doctrine with respect to the Post-Petition Obligations or

any of the property comprising the Post-Petition Collateral.

* 35. Limits on the DIP Lender's Liability. Nothing in this Interim Order or in any of the Post-Petition Financing Documents or any other documents related to the financing transactions authorized hereby shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Lender of any liability for any claims arising from the pre-petition or post-petition activities by the Debtor in the operation of its business, or in connection with its restructuring efforts. Subject to entry of a Final Order, the DIP Lender shall not, in any way or manner, be liable or responsible for (a) the safekeeping of the Post-Petition Collateral, (b) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (c) any diminution in the value thereof, or (d) any act or default of any carrier, servicer, bailee, custodian, forwarding agency or other person, and all risk of loss, damage or destruction of the Post-Petition Collateral shall be borne by the Debtor.

36. DIP Lender's Right to Credit Bid. The DIP Lender shall have the right to credit bid with respect to any sale of assets or equity under either section 363 of the Bankruptcy Code or a Plan of Reorganization, the amount that the DIP Lender advanced under the DIP Loan. For the avoidance of ambiguity, no future order or plan may impair the credit bid rights of the DIP Lender, and no credit bid provisions in the Post-Petition Financing Documents, sale procedures orders, or any other agreement or order shall impair or alter in any way the rights of the Debtor, Committee, if any is appointed, or any party in interest to assert or the Court to determine that an alternative bid is higher and/or better than any such credit bid of the DIP Lender.

37. Section 506(c) Waiver Against DIP Lender. Upon entry of a final order, except for the Carve-Out, no costs or expenses of administration which have been or may be incurred in

* THE DIP LENDER ²⁹ WILL NOT ASSIGN THE DIP LOAN AS STATED ON THE RECORD. *Sej*

the chapter 11 Case, at any time, shall be charged against the DIP Lender without the prior written consent of the DIP Lender and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Lender.

38. Successors and Assigns. To the fullest extent permitted by law, the Post-Petition Financing Documents as modified by this Interim Order, and the provisions of this Interim Order shall be binding upon the DIP Lender, the Pre-Petition Lender and the Debtor and any of their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of the Debtor or any examiner appointed pursuant to section 1104 of the Bankruptcy Code in the Chapter 11 Case or any subsequent chapter 7 case) and the Committee, if any if appointed, and shall inure to the benefit of the DIP Lender and the Debtor and (except with respect to any trustee hereinafter appointed or elected for the estate of the Debtor) their respective successors and assigns; provided, however, that the DIP Lender shall have no obligation to extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtor.

39. Subsequent Liens. If the Court grants liens or security interests to others pursuant to Section 364(d) of the Bankruptcy Code or any other provision of the Bankruptcy Code, which primes liens or security interests of the DIP Lender (or any other lender) in the Post-Petition Collateral (collectively, the "Subsequent Liens"), any proceeds of the loans or extensions of credit secured by Subsequent Liens shall be applied first to payment of the Post-Petition Obligations.

40. Interim Order Effective Immediately. This Interim Order is hereby deemed effective immediately pursuant to Bankruptcy Rule 6004(h).

41. Survival. The provisions of this Interim Order, including the grant of claims and

the Post-Petition Liens and the DIP Lender, and any action taken pursuant hereto shall survive the entry of any order that may be entered (a) confirming any plan of reorganization in the Case, (b) converting the Case to a case under chapter 7 of the Bankruptcy Code, (c) dismissing the Case or the Successor Case, (d) transferring venue of this Case to another district, or (e) pursuant to which this Court abstains from hearing the Case or the Successor Case.

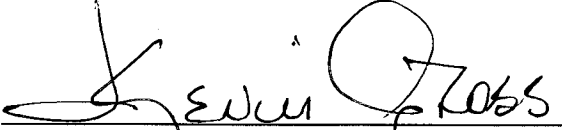
42. Retention of Jurisdiction. The Bankruptcy Court shall retain jurisdiction to hear and determine all matters arising from this Interim Order and its implementation.

43. Authority. The Debtor is authorized to perform all acts, and execute and comply with the terms of such other documents, instruments and agreements the DIP Lender may reasonably require, as evidence of and for the protection of the DIP Loans, or which otherwise may be deemed reasonably necessary by the DIP Lender to effectuate the terms and conditions of this Order and the Post-Petition Financing Documents.

44. Final Hearing. The Final Hearing on the relief provided herein shall be held in the courtroom of the Honorable Kevin Gross, United States Bankruptcy Court, District of Delaware, 824 North Market Street, Wilmington, Delaware 19801 on January 28, 2013. Notice of the Final Hearing shall be given by the Debtor. The Debtor's counsel shall serve a copy of this Interim Order and notice of the hearing on the Final Order by regular mail on or before JAN. 21, 2013 on the following parties: (i) the Committee, if any is appointed, (ii) the United States Trustee, (iii) Counsel to the Pre-Petition Lender, (iv) creditors holding the twenty (20) largest unsecured claims against the Debtor or their legal counsel, if known, (v) any party that has filed a lien against any of the Debtor's assets, (vi) all local taxing authorities, (vii) the Internal Revenue Service, and (viii) any party who has requested notice and service of papers in this Case. Any party objecting to the entry of a final order approving the Motion shall file a

written objection stating the grounds for such objection, and serve a copy of the objection on or before 4:00 p.m. (Eastern Time) no later than seven (7) days prior to the Final Hearing.

Dated: Jan. 18, 2013
Wilmington, Delaware



THE HONORABLE KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE