

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
	:
In re:	: Chapter 11
	:
DEWEY & LEBOEUF LLP,	: Case No. 12-12321 (mg)
	:
Debtor.	:
	:
-----X	

**FINAL ORDER (1) AUTHORIZING USE OF CASH
COLLATERAL, (2) GRANTING ADEQUATE PROTECTION,
AND (3) MODIFYING THE AUTOMATIC STAY**

THIS MATTER having come before the Court upon the motion (the "Motion") of Dewey & LeBoeuf LLP (the "Debtor") in the above-captioned chapter 11 case (together with any successor case, the "Case"), pursuant to sections 105, 361, 362, 363, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rule 4001-2 of the Local Bankruptcy Rules for the Southern District of New York, seeking entry of a final order (this "Final Order") *inter alia*:

(i) authorizing the Debtor's use of "cash collateral" (as defined in section 363(a) of the Bankruptcy Code) in which the Collateral Agent, Revolver Lenders and Noteholders (each as defined herein) assert a lien, security interest or other interest (including, without limitation, any adequate protection liens or security interests), in each case whether existing on the Petition Date (as defined herein) or arising pursuant to the Interim Order (as defined herein), this Final Order or otherwise (the "Cash Collateral");

(ii) providing adequate protection to the Collateral Agent, Revolver Lenders and Noteholders for any diminution in value of their respective interests in the Prepetition Collateral (as defined herein), including the Cash Collateral; and

(iii) vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of this Final Order.

The Court having considered the Motion, the Declaration of Jonathan A. Mitchell, the Debtor's Chief Restructuring Officer, in support of the chapter 11 petition and first day motions, the exhibits attached thereto, and the evidence submitted or adduced and the arguments of counsel made at the interim hearing held on May 29, 2012 and May 30, 2012 (the "Interim Hearing") and the final hearing held on June 13, 2012 (the "Final Hearing"); and the Court having entered on May 30, 2012 an interim order authorizing the Debtor's use of Cash Collateral on an interim basis and granting adequate protection on account of the interests of holders of liens on and securities interests in the property of the estate; and adequate notice of the Final Hearing having been provided in accordance with Rules 4001(b), (c) and (d) of the Bankruptcy Rules; and the Final Hearing to consider the relief requested in the Motion having been held and concluded; and all objections, if any, to the relief requested in the Motion and entry of this Final Order having been withdrawn, resolved or overruled by the Court; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

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

A. Petition Date: On May 28, 2012 (the "Petition Date"), the Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Court") commencing this Case.

B. Debtor in Possession. The Debtor is continuing in the management and operation of the wind down of its business and properties as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this Case.

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

D. Statutory Committees. On May 31, 2012, pursuant to section 1102 of the Bankruptcy Code, the United States Trustee (the "U.S. Trustee") appointed in this Case (together, the "Statutory Committees"):

(i) An official committee of unsecured creditors consisting of the following three members (the "CC Members"): (1) HireCounsel; (2) Inta Boro Acres

Inc.; and (3) Fidelity National Capital, Inc. (d/b/a Winthrop Capital) (the "Creditors' Committee"); and

(ii) An official committee of former partners of the Debtor consisting of the following four members (the "FPC Members," and together with the CC Members, the "Committee Members"): (1) David Bicks; (2) Cameron F. MacRae; (3) John S. Kinzey; and (4) John P. Campo (the "Former Partners' Committee").

E. Interim Order. Based on the Motion, the Declaration of Jonathan A. Mitchell, and the evidence submitted or adduced and the arguments of counsel made at the Interim Hearing, on May 30, 2012, the Court entered that certain Interim Order (i) Authorizing Use of Cash Collateral, (ii) Granting Adequate Protection, (iii) Modifying the Automatic Stay, and (iv) Scheduling a Final Hearing (the "Interim Order"). Pursuant to the Interim Order and Bankruptcy Rule 4001, the Debtor was authorized, among other things, to use Cash Collateral and to provide adequate protection to the Prepetition Agents, Revolver Lenders and Noteholders (each as defined below). Pursuant to the Interim Order, the Final Hearing was scheduled for June 13, 2012.

F. Debtor's Stipulations. After consultation with its attorneys and financial advisors, and without prejudice to the rights, remedies and claims of any other party in interest (subject to paragraph 18 below), the Debtor admits, stipulates, acknowledges and agrees that (collectively, paragraphs F(i) through F(viii) below are referred to herein as the "Debtor's Stipulations"):

(i) Prepetition Revolver Facility: Pursuant to that certain Credit Agreement dated as of April 16, 2010 (as the same may have been amended,

supplemented, restated or otherwise modified prior to the Petition Date, the “Revolver Agreement,” and together with all other documents, including, without limitation, loan, note and security documents related to, referenced in or executed from time to time in connection with the Revolver Agreement, the “Revolver Documents”), among Dewey & LeBoeuf LLP, as borrower (the “Borrower”), JPMorgan Chase Bank, N.A., as administrative agent (the “Revolver Agent”), Citibank, N.A., as Documentation Agent, Bank of America, N.A. as Syndication Agent, the Issuing Banks (each as defined in the Revolver Agreement), and the lenders that are parties thereto from time to time (collectively, the “Revolver Lenders”), the Revolver Lenders provided loans and letter of credit facilities to the Borrower and provided other financial accommodations to or for the benefit of the Borrower (collectively, the “Revolver Facility”). The Revolver Facility provided the Borrower with up to \$100,000,000 in aggregate maximum principal amount of revolving commitments, which includes a letter of credit sub-commitment. As of the Petition Date, the outstanding principal amount of all loans under the Revolver Agreement was approximately \$74,766,040.49, and \$1,688,658.85 face amount of letters of credit issued and outstanding under the Revolver Agreement (collectively, together with any amounts paid, incurred or accrued prior to the Petition Date in accordance with the Revolver Documents, plus (without limitation) accrued and unpaid interest, any fees, expenses, and disbursements (including, without limitation, attorneys’ fees, consultant fees, related expenses and disbursements), indemnification obligations, secured hedging obligations, letter of credit reimbursement obligations, letter of credit fees, secured cash management obligations and other charges or amounts

of whatever nature, whether or not contingent, whenever arising, as provided in the Revolver Documents, the "Revolver Obligations"). The Revolver Obligations are guaranteed by Dewey & LeBoeuf (a partnership formed under the laws of England, "Dewey UK") pursuant to that certain Deed of Guarantee dated as of April 16, 2010 (the "DLUK Credit Agreement Guaranty").

(ii) Prepetition Notes: Pursuant to that certain Note Purchase Agreement dated as of April 16, 2010 (as the same may have been amended, supplemented, restated or otherwise modified prior to the Petition Date, the "Note Agreement," and together with all other documents, including, without limitation, loan, note and security documents related to, referenced in or executed from time to time in connection with the Note Agreement, the "Note Documents," and together with the Revolver Documents, the "Prepetition Credit Documents"), among Dewey & LeBoeuf LLP, as issuer, and the purchasers that are parties thereto from time to time (collectively, the "Noteholders"), certain notes (the "Notes") were issued pursuant to the Note Agreement in an aggregate principal amount of \$150,000,000 (together with any amounts paid, incurred or accrued prior to the Petition Date in accordance with the Prepetition Credit Documents, plus (without limitation) accrued and unpaid interest, any fees, expenses, and disbursements (including, without limitation, attorneys' fees, consultant fees, related expenses and disbursements), make whole obligations, indemnification obligations, and other charges or amounts of whatever nature, whether or not contingent, whenever arising, as each of the foregoing is provided in the Prepetition Credit Documents, the "Note Obligations," and together with the Revolver

Obligations, the "Prepetition Obligations"). The Note Obligations are guaranteed by Dewey UK pursuant to that certain Deed of Guarantee dated as of April 16, 2010 (the "DLUK Noteholder Guaranty," and together with the DLUK Credit Agreement Guaranty, the "DLUK Guarantees").

(iii) *Prepetition Liens and Prepetition Collateral.* As set forth in the Prepetition Credit Documents, prior to the Petition Date, the Debtor and Dewey UK granted to JPMorgan Chase Bank, N.A., as collateral agent for the Revolver Lenders and the Noteholders (the "Collateral Agent," and together with the Revolver Agent, the "Prepetition Agents") security interests in and liens on (collectively, the "Prepetition Liens"), the Prepetition Collateral (as defined in the Motion).¹

(iv) *Intercreditor Agreement.* The Collateral Agent, Revolver Lenders and Noteholders entered into that certain Intercreditor Agreement dated as of April 16, 2010 (as the same may have been amended, supplemented, restated or otherwise modified prior to the Petition Date, the "Intercreditor Agreement") to govern their respective rights, interests, obligations, priority, and the positions with respect to their respective interests in the Prepetition Collateral. Nothing in this Final Order shall

¹ Subject to paragraph 18 below, the Statutory Committees and the Prepetition Agents, Revolver Lenders and Noteholders expressly reserve all of their respective rights, claims and defenses as to whether the Prepetition Collateral includes any cash on hand as of the Petition Date, any non-U.S. accounts receivable or work-in-progress or any proceeds thereof, or any contract and commercial tort claims or any proceeds thereof (including, without limitation, causes of action against present or former partners or employees of the Debtor or any of its affiliates in respect of breaches of fiduciary duty and causes of action against any present and former partners or employees of the Debtor or any of its subsidiaries or affiliates to recover any payments made by the Debtor or any of its subsidiaries or affiliates to such person with respect to distributions, return of capital or any other payment and all causes of action against any present or former partners or employees of the Debtor or any of its affiliates arising out of or resulting from their respective departures from the Debtor or such affiliate) (collectively, the "Reserved Collateral").

amend, modify, waive, affect or impair the Intercreditor Agreement or any term thereof, as between any Creditor (as defined in the Intercreditor Agreement) and/or the Collateral Agent, or the respective rights and obligations of each Creditor and the Collateral Agent under the Intercreditor Agreement in accordance therewith, including, for the avoidance of doubt, the provisions thereof governing any potential or actual dispute thereunder between or among any Creditor parties and/or the Collateral Agent.

(v) *Validity, Perfection and Priority of Prepetition Liens and Prepetition Obligations.* Without prejudice to the rights, remedies and claims of any other party in interest (subject to the provisions of paragraph 18 below), the Debtor acknowledges and agrees that: (a) as of the Petition Date, the Prepetition Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable and properly perfected; (b) the Prepetition Liens have priority over any and all other liens on the Prepetition Collateral, subject only to (1) security interests or liens to the extent that such security interests or liens were valid, binding, enforceable, non-avoidable, properly perfected and senior in priority to the Prepetition Liens as of the Petition Date and (2) certain security interests or liens otherwise permitted by the Prepetition Credit Documents to the extent that such security interests or liens were valid, binding, enforceable, non-avoidable, properly perfected and senior in priority to the Prepetition Liens as of the Petition Date (the "Permitted Prior Liens")²; (c) the Prepetition Obligations constitute

² Fidelity National Capital, Inc., d/b/a Winthrop Capital (as successor in interest to FNF Capital, Inc.) ("Winthrop") and the Debtor (as successor to LeBoeuf, Lamb, Green & MacRae, L.L.P.) entered into that certain Lease Agreement Number LEB 121903, dated December 19, 2003 (as amended from time

legal, valid, binding, and non-avoidable obligations of the Debtor, enforceable in

to time, the "Winthrop Master Lease Agreement").

Winthrop, Banc of America Leasing & Capital, LLC ("BALC"), and Fifth Third Bank assert that the security interests and liens in and to certain interests in respect of the leased property more particularly described in the Winthrop Master Lease Agreement and (a) with respect to Winthrop, that certain Lease Schedule 007; (b) with respect to BALC, the security interests and liens granted by way of assignments from Winthrop with respect to those certain Lease Schedules numbered 009 and 010; (c) with respect to Fifth Third Bank, the security interests and liens granted by way of assignments from Winthrop with respect to those certain Lease Schedules numbered 008, 011 and G01; and (d) with respect to CIT Finance LLC, the security interests and liens granted by way of assignments from Winthrop with respect to those certain Lease Schedules numbered A03 and G02, in each case executed and delivered pursuant to the Winthrop Master Lease Agreement, are Permitted Prior Liens.

ePlus Group, inc. ("ePlus") asserts that the security interests and liens in and to certain leased property in connection with and more particularly described in that certain equipment Lease Agreement No. DCC171 between ePlus Group, inc. and Dewey & LeBoeuf LLP, dated July 11, 2011 (the "ePlus Lease"), and (i) Schedule 1, dated December 21, 2011, (ii) Contract No. DCC171-2, dated January 17, 2012, (iii) Schedule 100, dated January 1, 2012, (iv) Schedule 101, dated April 1, 2012, (v) Schedule 102, dated April 1, 2012 and (vi) Schedule 103, dated April 1, 2012, executed and delivered pursuant to the ePlus Lease, as such documents may have been amended from time to time, are Permitted Prior Liens.

Wells Fargo Equipment Finance, Inc. (the "WFEF"), successor-in-interest to Trek Equipment Corporation ("Trek"), successor-in-interest to CoreTech Leasing, Inc. ("CoreTech"), asserts that the security interest and liens in and to certain leased property in connection with that certain equipment lease arrangement originally entered into by and between CoreTech and the Debtor, thereafter assigned to Trek, and now held by the WFEF, evidenced by, among other documents, instruments, and agreements, the following (as modified and in effect): (i) that certain Master Lease Agreement dated September 1, 2008 by and between the Debtor and WFEF, (ii) that certain Lease Schedule No. 05 dated as of February 28, 2011 by and between the Debtor and WFEF, (iii) that certain Lease Schedule No. 08 dated as of April 1, 2011 by and between the Debtor and WFEF, (iv) that certain Lease Schedule No. 06 dated as of April 20, 2011 by and between the Debtor and WFEF, and (v) that certain Lease Schedule No. 07 dated as of April 29, 2011 by and between the Debtor and the WFEF, are Permitted Prior Liens.

Nothing in the Interim Order or this Final Order shall constitute a finding or ruling by this Court that any Permitted Prior Liens and/or related security interests and claims, including those asserted by Winthrop, BALC, Fifth Third Bank, ePlus and WFEF, are valid, binding, enforceable, non-avoidable, properly perfected and/or senior. Moreover, nothing shall prejudice the rights of any party in interest including, but not limited, to the Debtor, Prepetition Agents, Revolver Lenders, Noteholders, Winthrop, BALC, Fifth Third Bank, ePlus, WFEF and the Statutory Committees to challenge the validity, enforceability, avoidability, perfection, priority, seniority, or extent of any such Permitted Prior Lien and/or related security interests and claims. Moreover, nothing in the Interim Order or the Final Order shall be construed to imply or determine that the transactions under the Winthrop Master Lease Agreement or any of the transactions and documents described in Note 2 are true leases or secured financings. All parties' rights with respect thereto are hereby reserved.

accordance with the terms of the applicable Prepetition Credit Documents (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code and as set forth in this Final Order); (d) no offsets, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Obligations exist, and no portion of the Prepetition Liens or Prepetition Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (whether equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) there are no claims, objections, challenges, causes of actions, and/or choses in action, including, without limitation, avoidance claims under chapter 5 of the Bankruptcy Code, against any of the Prepetition Agents, Revolver Lenders, Noteholders, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees arising out of, based upon or related to the respective loans, notes and/or other extensions of credit to the Debtor or the respective Prepetition Credit Documents; (f) Debtor expressly, forever and irrevocably waives, discharges, releases and acquits all former, current and future Prepetition Agents, Revolver Lenders and Noteholders, and each of their respective former, current and future officers, directors, employees, managers, owners, shareholders, members, partners, agents, representatives, attorneys, advisors, consultants, accountants and other professionals, affiliates, predecessors and successors in interest of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action,

indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, defenses, offsets, objections, counterclaims, causes of actions, choses of action, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending or threatened, including, without limitation, all legal and equitable theories of recovery arising under common law, statute or regulation or by contract, of every nature and description, arising out of, in connection with, or relating to the Prepetition Credit Documents and/or the transactions contemplated hereunder or thereunder, including, without limitation, (1) any so-called "lender liability" or equitable subordination claims or defenses, (2) any and all claims and causes of action under the Bankruptcy Code, and (3) any and all claims and causes of action with respect to the Prepetition Liens or Prepetition Obligations, including, without limitation, to the validity, priority, perfection or avoidability of the liens or claims of the Prepetition Agents, Revolver Lenders and Noteholders; and (g) the Debtor expressly, forever and irrevocably waives, discharges, and releases rights it may have to challenge any of the Prepetition Liens or the Prepetition Obligations.

(vi) *Cash Collateral*. Without prejudice to the rights, remedies and claims of any other party in interest (subject to paragraph 18 below), the Debtor represents that all of the Debtor's cash, including the cash in its deposit accounts, wherever located, whether as original collateral or proceeds of other Prepetition Collateral, constitute the Cash Collateral, and is Prepetition Collateral of the Prepetition

Agents, Revolver Lenders and Noteholders.³ For the avoidance of doubt, the terms Collateral, Cash Collateral and Excess Cash Collateral (as defined below) shall not include (a) the proceeds from the sale of any personal property subject to any Prior Permitted Liens solely to the extent of claims secured by such Permitted Prior Liens (the “PPL Property”) and (b) any insurance proceeds constituting or relating to any PPL Property to the extent such insurance proceeds also constitute or are subject to Permitted Prior Liens.

(vii) *Default by the Debtor.* The Debtor acknowledges and stipulates that the Debtor is in default of its debts and obligations under the Prepetition Credit Documents.

(viii) *No Control.* The Debtor acknowledges and stipulates that none of the Prepetition Agents, Revolver Lenders and Noteholders are control parties or insiders of the Debtor or any of its affiliates by virtue of any of the actions taken with respect to, in connection with, related to or arising from the Prepetition Credit Documents.

G. *Adequate Protection.* The Prepetition Agents, Revolver Lenders, and Noteholders, are entitled to receive adequate protection of their interests in the Prepetition Collateral to the extent of any diminution in value from and after the Petition Date resulting from the use of Cash Collateral, the authorized use, sale or lease

³ Subject to paragraph 18 below, the Statutory Committees and the Prepetition Agents, Revolver Lenders and Noteholders expressly reserve all of their respective rights, claims and defenses as to whether the Debtor’s cash, including the cash in its deposit accounts, wherever located, or any Reserved Collateral or the proceeds thereof, constitute Cash Collateral.

of Prepetition Collateral, the subordination of the Prepetition Liens to the Carve Out (as described herein), and the imposition of the automatic stay pursuant to sections 361, 362, and 363 of the Bankruptcy Code (collectively, the “Diminution in Value”). For purposes of this Final Order, Diminution in Value shall be exclusively and solely measured as any Cash Collateral expended in accordance with the Budget pursuant to the Interim Order or this Final Order (including, without limitation, any amounts pursuant to paragraph 16 below).

H. Sections 506(c) and 552(b). In light of the Prepetition Agents’, Revolver Lenders’ and Noteholders’ agreement to subordinate their liens and superpriority claims to the Carve Out and to permit the use of their Cash Collateral for payments made in accordance with the Budget, the Interim Order, and this Final Order, each of the Prepetition Agents, Revolver Lenders and Noteholders are entitled to a waiver of the provisions of section 506(c) of the Bankruptcy Code. The Debtor and the Statutory Committees have agreed not to assert any “equities of the case” claims under section 552(b) of the Bankruptcy Code against any of the Prepetition Agents, Revolver Lenders or Noteholders with respect to proceeds, products, offspring or profits of any of the Prepetition Collateral.

I. Necessity of Relief Requested. The ability of the Debtor to finance its wind down requires the use of Cash Collateral, absent which immediate and irreparable harm will result to the Debtor, its estate and its creditors. In the absence of the use of Cash Collateral, the continued operation of the Debtor’s wind down would not be possible and serious and irreparable harm to the Debtor, its estate and its creditors

would occur. The Debtor does not have sufficient available sources of working capital and financing to wind down its business or to maintain its property without the use of Cash Collateral. The relief requested in the Motion is therefore necessary, essential, and appropriate for the continued operation of the Debtor's wind down and the management and preservation of its property. The Prepetition Agents, Revolver Lenders, Noteholders and Debtor stipulate and agree by and among themselves that they have negotiated at arms' length and in good faith regarding the Debtor's use of Cash Collateral to fund the continued wind down of the Debtor's business during the Specified Period (as defined below). The Collateral Agent, Revolver Lenders and Noteholders have agreed to permit the Debtor to use their Cash Collateral for the Specified Period, subject to the terms and conditions set forth in this Final Order, which terms and conditions are fair and reasonable and have been stipulated to by the Debtor in the exercise of its sound business judgment. Entry of this Final Order is in the best interest of the Debtor and its estate.

J. Notice. Notice of the Final Hearing and the relief requested in the Motion has been provided by the Debtor in accordance with the Interim Order, by facsimile, e-mail, first class mail, overnight courier or hand delivery, to certain parties in interest, including: (i) the Office of the U.S. Trustee; (ii) Internal Revenue Service; (iii) the Office of the United States Attorney for the Southern District of New York; (iv) the parties included on the Debtor's list of the twenty (20) largest unsecured creditors; (v) counsel to the Revolver Agent, for itself and for the Revolver Lenders; (vi) counsel for the Collateral Agent; (vii) counsel for certain of the Noteholders; (viii) any known

secured creditors of record; (ix) any known parties asserting liens against the Debtor's assets; and (x) any parties required to be served under any applicable Bankruptcy Rule or Local Rules. The parties have made reasonable efforts to afford the best notice possible under the circumstances and such notice is good and sufficient to permit the relief set forth in this Final Order, and no other or further notice is or shall be required.

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED that:

1. Motion Granted. The Motion is granted, and the use of Cash Collateral on a final basis is authorized, subject to the terms and conditions set forth in this Final Order.

2. Objections Overruled. All objections to approval of the Motion to the extent not withdrawn or resolved are hereby overruled.

3. Authorization to Use Cash Collateral.

(a) *Specified Period.* Subject to the terms and conditions of this Final Order, and in accordance with the Budget, the Debtor is authorized to use Cash Collateral for the period (the "Specified Period") from the Petition Date through the date which is the earlier to occur of (a) 11:59 p.m. (Eastern time) on the fifth (5th) day following the Termination Declaration Date (as defined herein), or (b) 11:59 p.m. (Eastern time) on July 31, 2012; provided, however, that all uses of cash by the Debtor for the costs and expenses of administering this Case shall be deemed to be first from

cash that is not Cash Collateral and thereafter from Cash Collateral. The authorization for the Debtor to use Cash Collateral shall terminate at the expiration of the Specified Period.

(b) *Budget, Use, and Variance.* Except as otherwise expressly provided herein, Cash Collateral may be used during the Specified Period solely up to the amounts, at the times, and for the purposes identified in the cash collateral budget approved by the Majority Creditors (as defined in the Intercreditor Agreement), in their sole discretion (the "Budget"), a copy of which is attached hereto as Exhibit A; provided, however, that during the Remedies Notice Period, the Debtor may use Cash Collateral in accordance with the terms and provisions of the Budget solely to meet payroll obligations and to pay expenses critical to the preservation of the Debtor and its estate as agreed to by the Majority Creditors, in their sole discretion, upon consultation with the Statutory Committees. All Cash Collateral use must be strictly in accordance with the terms of the Budget, subject to (i) with respect to non-Case Professional and non-Committee Member line items, a permitted aggregate and cumulative variance of 5%, which shall be measured on a bi-weekly basis, and (ii) with respect to Case Professional categories, amounts paid hereunder shall not exceed one hundred percent (100%) of the aggregate amount budgeted for each such category during the Specified Period. Up to \$100,000 of Cash Collateral budgeted for Committee Fees and Expenses may be used to pay the allowed fees and expenses of professionals retained by the Statutory Committees incurred directly in investigating the Prepetition Obligations, the Prepetition Liens and/or potential Challenges (as defined below). Any payments to be

made under any order (including any “first day” orders) shall be made in accordance with this Final Order and the Budget.

(c) *U.S. Trustee Fees.* Notwithstanding the foregoing, the Debtor is hereby authorized to pay any statutory fees or interest to the U. S. Trustee (to the extent required by applicable law) when such fees or interest become due or payable, regardless of the amount for which such fees or interest have been budgeted.

(d) *No Asset Disposition.* Nothing in this Final Order shall authorize the disposition of any assets of the Debtor or its estate outside the ordinary course of business, or the Debtor’s use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in this Final Order or other order of the Court (in each case consistent with the Final Order and the Budget), with the prior written consent of the Majority Creditors, in their sole discretion, and in accordance with the Budget.

(e) *Committee Financial Advisor.* During the Specified Period, only the Creditors’ Committee, but not the Former Partners’ Committee, may retain the services of a financial advisor, provided that any work product of such financial advisor shall also be made available to the Former Partners’ Committee on such reasonable terms as may be negotiated between the parties.

4. Budget Maintenance. The Budget and any modification to, or extension, amendment or update of, the Budget shall be in form and substance acceptable to and approved in writing by the Majority Creditors, in their sole discretion. The Budget may be amended or modified in writing from time to time only with the written consent of the Majority Creditors, in their sole discretion; provided that any amendment or

modification of (i) any Committee Fees and Expenses line items or (ii) that results in an aggregate increase of the Budget by more than \$300,000 also requires either the written consent of the Statutory Committees (which consent shall not be unreasonably withheld) or order of the Court after notice.

5. Adequate Protection Liens.

(a) *Adequate Protection Liens.* Pursuant to section 361 and 363(e) of the Bankruptcy Code, the Debtor was authorized to grant and has granted to the Collateral Agent, for the benefit of the Revolver Lenders and Noteholders (and such grant is hereby ratified, confirmed and approved on a final basis), additional and replacement continuing valid, binding, enforceable, non-avoidable, and automatically perfected postpetition security interests in and liens on (the "Adequate Protection Liens") any and all presently owned and hereafter acquired personal property, real property and all other assets of the Debtor and its estate, wherever located, including, without limitation, all Prepetition Collateral, all rights, claims and causes of action, proceeds of any avoidance action brought pursuant to section 549 of the Bankruptcy Code to recover any postpetition transfer of Collateral, and any proceeds, recoveries, product, offspring or profits thereof, but excluding the Debtor's rights under section 506(c) of the Bankruptcy Code and avoidance claims or causes of action arising under chapter 5 of the Bankruptcy Code (other than with respect to section 549 of the Bankruptcy Code)), and any proceeds, recoveries, product, offspring or profits thereof, to secure an amount

equal to any Diminution in Value and the Indemnity Obligations (as defined herein).⁴

In addition, the Collateral Agent, for the benefit of the Revolver Lenders and Noteholders, is hereby granted Adequate Protection Liens on the Debtor's rights under section 506(c) of the Bankruptcy Code, all avoidance claims or causes of action arising under chapter 5 of the Bankruptcy Code, and any proceeds, recoveries, product, offspring or profits thereof, solely to secure an amount equal to any Diminution in Value and the Indemnity Obligations (collectively, with all Collateral as more particularly described in the Interim Order, the "Collateral").

(b) *Priority of Adequate Protection Liens*

(i) The Adequate Protection Liens shall be junior only to the: (A) Carve Out; (B) Permitted Prior Liens; and (C) Prepetition Liens. The Adequate Protection Liens shall otherwise be senior to all other security interests in, liens on, or claims against any of the Collateral.

(ii) The Adequate Protection Liens shall be enforceable against the Debtor, its estate and any successor thereto, including without limitation, any trustee or other estate representative appointed in the Case, or any case under chapter 7 of the Bankruptcy Code upon the conversion of the Case, or in any other proceedings superseding or related to any of the foregoing (a "Successor Case"). Except as provided herein, the Adequate Protection Liens shall not be made subject to or *pari passu* with any lien or security interest by any court order heretofore or hereafter entered in the Case or

⁴ The Adequate Protection Liens shall attach solely to proceeds of leases and not directly to the leases themselves.

any Successor Case, and shall be valid and enforceable against any trustee appointed in the Case or any Successor Case, or upon the dismissal of the Case or Successor Case.

For the avoidance of doubt, the Adequate Protection Liens shall not be subject to sections 506(c) or 510 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be made *pari passu* with or senior to the Adequate Protection Liens.

6. Adequate Protection Superpriority Claims.

(a) *Adequate Protection Superpriority Claim.* As further adequate protection of the interests of the Prepetition Agents, Revolver Lenders and Noteholders in the Prepetition Collateral against any Diminution in Value, the Debtor was authorized to grant and has granted to the Prepetition Agents, Revolver Lenders and Noteholders (and such grant is hereby ratified, confirmed and approved on a final basis), as and to the extent provided by sections 361, 363, 503(b) and 507(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim in the Case and any Successor Case, solely against any Diminution in Value and the Indemnity Obligations (the "Adequate Protection Superpriority Claims").

(b) *Priority of Adequate Protection Superpriority Claims.*

(i) The Adequate Protection Superpriority Claims shall be junior only to the Carve Out.

(ii) Except as set forth in this paragraph 6, the Adequate Protection Superpriority Claims shall otherwise have priority over all administrative expense claims and unsecured claims against the Debtor or its estate, now existing or

hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726 (to the extent permitted by law), 1113 and 1114 of the Bankruptcy Code. The Adequate Protection Superpriority Claim shall be payable from and have recourse to any actual or potential claims or causes of action or proceeds thereof to avoid a transfer of property (or an interest in property) or an obligation incurred by the Debtor pursuant to any applicable section of the Bankruptcy Code, including, without limitation, chapter 5 and section 724(a) of the Bankruptcy Code.

7. Adequate Protection Payments and Protections.

(a) As further adequate protection, the Debtor was authorized and directed to provide (and such authorization and direction is hereby ratified, confirmed and approved on a final basis):

(i) adequate protection payments to the Revolver Agent, on behalf of the Revolver Lenders (the "Revolver Adequate Protection Payments"), in the form of payments of reasonable fees, costs and expenses of the Revolver Agent, including, without limitation, the fees and expenses of Kramer Levin Naftalis & Frankel LLP, as counsel for the Revolver Agent, whether incurred prepetition or postpetition; provided, such fees and expenses do not exceed the aggregate amounts for such fees and expenses set forth in the Budget;

(ii) adequate protection payments to the Noteholders (the "Noteholder Adequate Protection Payments") in the form of payments of the

reasonable fees, costs and expenses of the Noteholders, including, without limitation, the fees and expenses of Bingham McCutchen LLP, as counsel for the Noteholders, whether incurred prepetition or postpetition; provided, such fees and expenses do not exceed the aggregate amounts for such fees and expenses set forth in the Budget; and

(iii) adequate protection payments to the Collateral Agent, in the form of payment of its fees, costs and expenses, including, without limitation, the fees and expenses of FTI Consulting (“FTI”) and Gulf Atlantic Capital, as financial advisors for the Collateral Agent, whether incurred prepetition or postpetition; provided, such fees and expenses do not exceed the aggregate amounts for such fees and expenses set forth in the Budget.⁵

(b) As further adequate protection, the Debtor shall coordinate with FTI, as FTI may request, in respect of billings and collections of Collateral. The Debtor shall be authorized to enter into agreements without further court order with third parties in respect of the collection and payments of accounts receivable, solely to the extent agreed to by FTI on behalf of the Collateral Agent, Revolver Lenders and Noteholders, and shall not be permitted to write off any accounts receivable or work-in-

⁵ The payment of the fees and expenses of any professionals of the Prepetition Agents and Noteholders shall not be subject to allowance by the Court. Professionals for the Prepetition Agents and Noteholders shall not be required to file fee applications or comply with the U.S. Trustee fee guidelines. Each professional for the Prepetition Agents and Noteholders shall provide a copy (via email) of its fee and expense statement (redacted if necessary for privilege) to the U.S. Trustee, counsel for the Creditors’ Committee (eweisfelner@brownrudnick.com; hsteel@brownrudnick.com) and counsel for the Former Partners’ Committee (dfriedman@kasowitz.com; (212) 506-1740) contemporaneously with the delivery of such fee and expense statement to the Debtor. To the extent that the U.S. Trustee or either Statutory Committee has an objection to the fees and expenses of any such professional, they shall be afforded ten (10) days after receipt of such fee and expense statement to raise an objection.

progress without the consent of FTI, provided that the Debtor shall provide two (2) business days' notice to counsel to the Statutory Committees of any agreement or write-off where the amount written down or reduced is greater than \$200,000. All of the Statutory Committees' rights to object to such agreements or write-offs are reserved.

(c) To the extent there is a successful Challenge (as defined below) pursuant to paragraph 18 below that is sustained by final order (that is not subject to a stay, vacatur, appeal or reconsideration) of this Court or any court of competent jurisdiction, the Court or any court of competent jurisdiction may fashion an appropriate remedy in respect of payments received under paragraph 7(a)(i)-(iii), including, without limitation, disgorgement, recharacterization or reapplication thereof.

(d) Notwithstanding any other provisions in this Final Order, the grant of adequate protection to the Prepetition Agents, Revolver Lenders and Noteholders pursuant to this Final Order is without prejudice to the rights of any party in interest (subject to paragraph 18 below) to assert that the Adequate Protection Payments constitute repayments of principal on unpaid Prepetition Obligations on the basis that such Prepetition Obligations are not oversecured.

8. Excess Cash Collateral. The Debtor shall pay all cash on hand (determined as of the close of business on Friday of each week) in excess of \$10 million plus (i) accrued but unpaid fees, costs and expenses of Case Professionals, Accrued Employee PTO and Incentives Accrual in an amount to not to exceed their respective budgeted line items (subject to any allowed variance permitted under this Final Order) plus (ii) accrued but unpaid fees, costs and expenses payable under Paragraph 7(a)

hereunder, (the "Excess Cash Collateral") to the Collateral Agent at or before Monday of each week, which Excess Cash Collateral shall be applied in accordance with the Intercreditor Agreement. In the event it is determined that the Prepetition Secured Lenders are oversecured, such payments may be treated as payments of interest as provided in the Prepetition Credit Documents. Cash equal to the accrued and unpaid items set forth above in (i) and (ii) of this paragraph 8 shall be segregated until such items are paid and shall be used for no other purpose, except as provided by this Final Order. To the extent there is a successful Challenge pursuant to paragraph 18 below and this Court or any court of competent jurisdiction determines by final order (that is not subject to a stay, vacatur, appeal or reconsideration) that the cash swept pursuant to this paragraph 8 did not constitute Cash Collateral, the Court or any court of competent jurisdiction may fashion an appropriate remedy in respect of payments received under this paragraph 8, including, without limitation, disgorgement, recharacterization or adjustment of future distributions. Notwithstanding any other provisions in this Final Order, the grant of adequate protection to the Prepetition Agents, Revolver Lenders and Noteholders pursuant to this Final Order is without prejudice to the rights of any party in interest (subject to paragraph 18) to assert that the Excess Cash Collateral paid pursuant hereto constitute repayments of principal on unpaid Prepetition Obligations on the basis that such Prepetition Obligations are not oversecured.

9. Modification of Automatic Stay. The automatic stay under Bankruptcy Code section 362(a) is hereby modified as necessary to effectuate all of the terms and provisions of this Final Order, including, without limitation, to: (a) permit the Debtor to

grant the Adequate Protection Liens and Adequate Protection Superpriority Claims;
(b) permit the Debtor to perform such acts as the Collateral Agent, Revolver Lenders or Noteholders each may request, each in its sole discretion, to assure the perfection and priority of the liens granted herein; (c) permit the Debtor to incur all liabilities and obligations to the Prepetition Agents, Revolver Lenders and Noteholders under the this Final Order; and (d) authorize the Debtor to pay, and the Prepetition Agents, Revolver Lenders and Noteholders to retain and apply, payments made in accordance with the terms of the Interim Order or this Final Order.

10. Perfection of Adequate Protection Liens. This Final Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Adequate Protection Liens without the necessity of filing or recording any financing statement or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction, or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect (in accordance with applicable non-bankruptcy law) the Adequate Protection Liens or to entitle the Collateral Agent, Revolver Lenders or Noteholders to the priorities granted herein. Notwithstanding the foregoing, the Collateral Agent is authorized to file, as it deems necessary or advisable in its sole discretion, such financing statements, mortgages, notices of lien and other similar documents to perfect in accordance with applicable non-bankruptcy law or to otherwise evidence the applicable Adequate Protection Liens, and all such financing statements, mortgages, notices and other documents shall be deemed to have been filed or recorded as of the

Petition Date. However, no such filing or recordation shall be necessary or required in order to create or perfect the Adequate Protection Liens. The Debtor is authorized and directed to execute and deliver to the Collateral Agent, promptly upon demand, all such financing statements, mortgages, notices and other documents as any of the Prepetition Agents, Revolver Lenders or Noteholders may reasonably request. The Collateral Agent, in its sole discretion, may file a photocopy of this Final Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices of lien or similar instrument.

11. Debtor's Obligations. The Debtor shall:

(a) Remit all Cash Collateral, as and when received in accordance with a cash management system approved (i) by the Majority Creditors, (in their sole discretion) and (ii) either by the Statutory Committees (which consent shall not be unreasonably withheld) or by order of the Court after notice, which Cash Collateral is to be used in accordance with this Final Order and the Budget;

(b) Apply Cash Collateral and other sources of cash available to the Debtor hereunder to the expenses of the operation of its wind down as provided in this Final Order and in the Budget;

(c) Notify the Collateral Agent and counsel for each of the Statutory Committees of any material adverse deviation of the Debtor's financial performance from that set forth in the Budget within three (3) business days after occurrence of such material adverse deviation;

(d) Notify the Collateral Agent and counsel for each of the Statutory Committees as soon as reasonably practical if it believes that the fees and expenses of Case Professionals (as defined herein) retained by the Debtor during the Specified Period have exceeded or are likely to exceed the budgeted amount for such period by more than 5%;

(e) Provide to the Collateral Agent and counsel for each of the Statutory Committees:

(i) within three (3) business days after the end of each week, a weekly report, in form and substance acceptable to the Collateral Agent, reflecting in reasonable detail the Debtor's actual cash inflows and outflows for such week as compared against the Budget, the amount and percentage, and an explanation of variance of actual cash inflows and outflows for each line item set forth in the Budget, the names of each payee and a short description of the amounts paid to, and the goods or services provided by, each such payee during such week, the identity of each account debtor or other source of funds who has remitted payment during such week and the amount thereof, separate listing of the outstanding accounts receivable and work-in-progress for billable and contingent matters as of the prior week's close of business by client, practice area and attorney, and such other detail and information as may reasonably be requested by the Collateral Agent, Revolver Lenders, Noteholders or the Statutory Committees;

(ii) a bi-weekly report, in form and substance reasonably acceptable to the Collateral Agent, showing receipts, disbursements and a reconciliation

of actual receipts and disbursements with those set forth in the Budget, on a line-by-line basis, and showing any percentage variance to the corresponding Budget line item, which report shall be delivered within three (3) business days after the end of such bi-weekly period and within three (3) business days after the end of the Specified Period;

(iii) on each business day a daily report, in form and substance acceptable to the Collateral Agent, showing the amount (bank balances) of cash outstanding in each of the Debtor's accounts (foreign and domestic), accounts receivable collections and other receipts and disbursements, and a summary of the Debtor's accounts receivable and work-in-progress, in each case, as of the close of business of the previous day;

(iv) concurrently with the delivery thereof to the U.S. Trustee, any operating reports or other reports regarding the Debtor's operations, financial position or business; and

(v) to the extent reasonably practicable, advanced notice and copies of any motions, applications or related documents to be filed in this Case;

(f) Provide the Collateral Agent and counsel for each of the Statutory Committees with financial reporting as required under the Prepetition Credit Documents to the extent requested by the Collateral Agent or Statutory Committees;

(g) Provide a detailed written wind-down plan in form and substance reasonably acceptable to the Majority Creditors within ten (10) days after the Petition Date, with a copy to counsel for each of the Statutory Committees;

(h) Serve the Collateral Agent, its counsel, counsel for the Noteholders, and counsel for each of the Statutory Committees with a copy of each monthly report filed by the Debtor in this Case as required by the Court, the U.S. Trustee or applicable law; and

(i) Comply with the Prepetition Credit Documents, other than as modified herein or as prohibited by the Bankruptcy Code.

12. Cash Management. Until the indefeasible and irrevocable payment in full in cash of all Prepetition Obligations, and the cancellation, backing, or cash collateralization of letters of credit under the Revolver Facility, the Debtor shall maintain the cash management system which has first been (i) agreed to by the Majority Creditors (in their sole discretion) and (ii) either agreed to by the Statutory Committees (which consent shall not be unreasonably withheld) or approved by order of the Court after notice.

13. Disposition of Collateral. The Debtor shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the Collateral (that does not constitute PPL Property) without the prior written consent of the Majority Creditors, in their sole discretion (and no such consent shall be implied, from any other action, inaction or acquiescence by any Collateral Agent, Revolver Agent, Revolver Lender or Noteholder). Notwithstanding anything in the Interim Order or in this Final Order, the Debtor shall not sell, transfer, lease, use, encumber or otherwise dispose of any portion of any PPL Property (or any sales or insurance proceeds thereof) outside of the ordinary course of

business without order of the Court and prior notice to the holder of an applicable Permitted Prior Lien on such PPL Property (and/or proceeds as appropriate).

14. Events of Default. The occurrence of any of the following events, unless waived by the Majority Creditors in writing, in their sole discretion, shall constitute an event of default (collectively, the "Events of Default"):

(a) the violation of or failure by the Debtor to perform, in any respect, any of the terms, provisions, conditions, covenants, or obligations under the Interim Order or this Final Order (including the Budget);

(b) the obtaining of credit or the incurring of indebtedness that is (i) secured by a security interest, mortgage or other lien on all or any portion of the Collateral which is equal or senior to any security interest, mortgage or other lien of the Collateral Agent, Revolver Lenders and Noteholders, or (ii) entitled to priority administrative status which is equal or senior to that granted to the Prepetition Agents, Revolver Lenders or Noteholders herein;

(c) entry of an order granting any relief with respect to any successful Challenge (as defined below);

(d) the Debtor files any pleading or takes any action supporting or raising or that in any way supports or raises any Challenge or any issue with respect to any Challenge;

(e) any lien or security interest purported to be created under the Prepetition Credit Documents shall cease to be, or shall be asserted by the Debtor not to

be, a valid and perfected lien on or security interest in any Prepetition Collateral, with the priority required by the Prepetition Credit Documents or herein;

(f) the entry of an order by the Court granting relief from or modifying the automatic stay of section 362 of the Bankruptcy Code (i) to allow any creditor to execute upon or enforce a lien on or security interest in any Collateral (that is not PPL Collateral), or (ii) with respect to any lien of or the granting of any lien on any Collateral to any state or local environmental or regulatory agency or authority, which in either case would have a material adverse effect on the business, operations, property, assets, or condition, financial or otherwise, of the Debtor;

(g) reversal, vacatur, or modification (without the express prior written consent of the Majority Creditors, in their sole discretion) of the Interim Order or this Final Order;

(h) dismissal of the Case or conversion of the Case to a chapter 7 case, or appointment of a chapter 11 trustee or examiner with enlarged powers or other responsible person;

(i) the termination, resignation of, or material modification of the duties or authority of Jonathan A. Mitchell, as chief restructuring officer;

(j) any material misrepresentation of fact made after the Petition Date by the Debtor or its agent to the Prepetition Agents, Revolver Lenders, Noteholders, or to agents for the Prepetition Agents, Revolver Lenders, or Noteholders about the financial condition of the Debtor, the nature, extent, location or quality of any Collateral, or the disposition or use of any Collateral, including Cash Collateral;

(k) a default by the Debtor in reporting financial information as and when required herein or under the Prepetition Credit Documents, and the continuance of such default for a period of one (1) business day following written notice by the Collateral Agent to the Debtor of such default;

(l) the sale of any portion of the Collateral outside the ordinary course of business without the prior written consent of the Majority Creditors, in their sole discretion;

(m) the failure to comply with Prepetition Credit Documents, other than as otherwise modified herein or as prohibited by the Bankruptcy Code;

(n) the granting of any motion providing for reconsideration, stay, or vacatur of the Interim Order or this Final Order; or

(o) the failure to maintain cash receipts in respect of accounts receivable in an amount of at least 75% of the amount set forth in the Budget on a cumulative, aggregate rolling basis, which shall be measured bi-weekly as of the close of business on Friday of such bi-weekly period and at the end of the Specified Period.

15. Rights and Remedies upon Event of Default. Immediately upon the occurrence and during the continuation of an Event of Default, the Collateral Agent may or, upon the direction of the Majority Creditors, shall declare a termination, reduction or restriction of the ability of the Debtor to use any Cash Collateral, except for the limited use of Cash Collateral provided in paragraph 3 above (any such declaration, shall be referred to herein as a "Termination Declaration"). The Termination Declaration shall be given by e-mail and facsimile contemporaneously to counsel to the

Debtor, counsel to the Prepetition Agents, counsel to the Noteholders, counsel to the Creditors' Committee (eweisfelner@brownrudnick.com; (212) 938-2900; hsteel@brownrudnick.com; (212) 938-2806), counsel to the Former Partners' Committee (dfriedman@kasowitz.com; (212) 506-1740) and the U.S. Trustee (the earliest date any such Termination Declaration is made shall be referred to herein as the "Termination Declaration Date"). On the Termination Declaration Date, the Debtor's right to use Cash Collateral shall automatically cease, except as provided in paragraph 3 above. Any automatic stay otherwise applicable to the Collateral Agent, Revolver Agent, Revolver Lenders and Noteholders is hereby modified so that five (5) days after the Termination Declaration Date (the "Remedies Notice Period"), the Collateral Agent, Revolver Lenders and Noteholders shall be entitled to exercise their rights and remedies to satisfy the Prepetition Obligations, Adequate Protection Superpriority Claims, Adequate Protection Liens, Adequate Protection Payments, Indemnity Obligations (as defined herein), and any other obligation under the Interim Order or this Final Order, as applicable (in accordance with the Intercreditor Agreement). During the Remedies Notice Period, the Debtor or the Statutory Committees shall be entitled to seek an emergency hearing with the Court for the sole purpose of contesting whether an Event of Default has occurred and/or is continuing. Unless the Court determines during the Remedies Notice Period that an Event of Default has not occurred and/or is not continuing, (a) the automatic stay shall automatically be terminated at the end of the Remedies Notice Period without further notice or order, (b) the Debtor shall no longer have the right to use or seek to use Cash Collateral, and

(c) the Collateral Agent, Revolver Agent, Revolver Lenders and Noteholders shall be permitted to exercise all remedies set forth herein, in the Prepetition Credit Documents, as applicable, and as otherwise available at law against the Collateral (in accordance with the Intercreditor Agreement), without further order of or application or motion to the Court, and without restriction or restraint by any stay under sections 362 or 105 of the Bankruptcy Code, or otherwise, against the enforcement of the liens and security interest in the Collateral or any other rights and remedies granted to the Collateral Agent, Revolver Lenders and Noteholders with respect thereto pursuant to the Prepetition Credit Documents or this Final Order.

16. Carve Out.

(a) *Carve Out.* As used in this Final Order, the "Carve Out" means the following expenses: (i) statutory fees payable to the United States Trustee or the clerk of the Court pursuant to 28 U.S.C. § 1930(a)(6) and interest to the extent required by applicable law; (ii) the allowed wind-down costs and expenses of a chapter 7 trustee appointed in the Case or Successor Case in an aggregate amount not to exceed \$75,000; and (iii) with respect to professional fees and disbursements incurred by the Debtor (the "Debtor Professional Fees"), Creditors' Committee ("CC Professional Fees") and Former Partners' Committee (the "FPC Professional Fees") for any professional (collectively, the "Case Professionals") retained by final order of the Court (which order is not the subject of a stay, vacatur, appeal or reconsideration) by the Debtor and each of the Statutory Committees under section 327 or 1103(a) of the Bankruptcy Code and expenses incurred by CC Members (together with the CC Professional Fees, the "CC

Fees and Expenses") and FPC Members (together with the FPC Professional Fees, the "FPC Fees and Expenses") in the performance of such Committee Members' duties in connection with the Case (but excluding fees and expenses of any professionals retained by any such Committee Members, collectively, the "Committee Fees and Expenses"), (A) prior to the Termination Declaration Date, the lesser of (1) with respect to each Case Professional and Committee Member, the reasonable amounts accrued prior to the Termination Declaration Date and allowed by order of the Court (which order is not the subject of a stay, vacatur, appeal or reconsideration) and (2) with respect to each Case Professional and Committee Member, the accrued and unpaid amount shown on the Budget with respect thereto, as applicable (where a Termination Declaration falls before the expiration of the week, the weekly Budget amount shall be due and payable as if such Termination Declaration occurred on the last day of the week in question), and (B) on and after the Termination Declaration Date, the reasonable Debtor Professional Fees and Committee Fees and Expenses accrued from and after such Termination Declaration Date and allowed by order of the Court (which order is not the subject of a stay, vacatur, appeal or reconsideration) in an aggregate amount not to exceed \$250,000 (the "Carve Out Cap"). So long as the Termination Declaration Date has not occurred, the Debtor shall be permitted to pay compensation and reimbursement of expenses allowed and payable under section 330 and 331 of the Bankruptcy Code, as the same may be due and payable (subject to the Budget), and the same shall not reduce the Carve Out.

(b) *No Direct Obligation to Pay Case Professional Fees.* The Prepetition Agents, Revolver Lenders and Noteholders shall not be responsible for the direct payment or reimbursement of any Debtor Professional Fees or Committee Fees and Expenses incurred in connection with the Case or any Successor Case. Nothing in the Interim Order, this Final Order or otherwise shall be construed (i) to obligate the Prepetition Agents, Revolver Lenders and Noteholders, in any way to pay compensation to or to reimburse expenses of any Case Professional or Committee Member, or to guarantee that the Debtor has sufficient funds to pay such compensation or reimbursement, (ii) to increase the Carve Out if actual Debtor Professional Fees and Committee Fees and Expenses allowed by the Court are higher in fact than the estimated fees and disbursements reflected in the Budget, (iii) as consent to the allowance of any Debtor Professional Fees or Committee Fees and Expenses, or (iv) to affect the right of the Prepetition Agents, Revolver Lenders or Noteholders to object to the allowance and payment of such fees and expenses.

(c) *Payment of Professional Fees.* From and after the Termination Declaration Date, any payment or reimbursement made in respect of any Debtor Professional Fees or Committee Fees and Expenses for services rendered after the Termination Declaration Date and allowed by the Court shall permanently reduce the Carve Out Cap on a dollar-for-dollar basis. Any funding of the Carve Out shall be added to and made a part of the Adequate Protection Superpriority Claims and secured by the Adequate Protection Liens and otherwise entitled to the protections granted under the Interim Order, this Final Order, the Bankruptcy Code and applicable law.

17. Limitations on the Use of Cash Collateral and the Carve Out. The Cash Collateral and the Carve Out funds may not be used: (a) in connection with or to finance in any way any action, suit, arbitration, proceeding, application, motion or other litigation of any type (i) adverse to the interests of the Prepetition Agents, Revolver Lenders, Noteholders, or their rights and remedies under the Prepetition Credit Documents, the Interim Order or this Final Order, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtor or each of the Statutory Committees in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment determination, declaration or similar relief adverse to the interests of the Prepetition Agents, Revolver Lenders, Noteholders or their rights and remedies under the Prepetition Credit Documents, the Interim Order or this Final Order; (ii) invalidating, setting aside, avoiding or subordinating, in whole or in part, the Prepetition Obligations, (iii) for monetary, injunctive or other affirmative relief against any Collateral Agent, Revolver Lender, Noteholder, or their respective collateral, or (iv) preventing, hindering or otherwise delaying the exercise by the Prepetition Agents, Revolver Lenders, or Noteholders of any rights and/or remedies under the Interim Order, this Final Order, the Prepetition Credit Documents, or applicable law, or the enforcement or realization (whether by foreclosure, credit bid, further order of the Court or otherwise) by the Prepetition Agents, Revolver Lenders, or Noteholders upon any of the Collateral; (b) to make any distribution under a plan of

reorganization in the Case; (c) to make any payment in settlement of any claim, action or proceeding, before any court, arbitrator or other governmental body without the prior written consent of the Majority Creditors, in their sole discretion; (d) to pay any fees or similar amounts to any person who has proposed or may propose to purchase interests in the Debtor without the prior written consent of the Majority Creditors, in their sole discretion, (e) subject to the limited use of Cash Collateral set forth in paragraph 3 above, for objecting to, contesting, or interfering with in any way the Collateral Agent's, Revolver Agent's, Revolver Lenders' or Noteholders' enforcement or realization upon any of the Collateral once an Event of Default has occurred; (f) for using or seeking to use Cash Collateral or selling or otherwise disposing of Collateral without the consent of the Majority Creditors, in their sole discretion; (g) for using or seeking to use any insurance proceeds constituting Collateral without the consent of the Majority Creditors, in their sole discretion; (h) for incurring Debt (as defined in the Prepetition Credit Documents) outside the ordinary course of business without the prior consent of the Majority Creditors, in their sole discretion; (i) for objecting to or challenging in any way the claims, liens, or interests (including interests in the Collateral) held by or on behalf of the Collateral Agent, Revolver Agent, or any Revolver Lender or Noteholder; (j) for asserting, commencing or prosecuting any claims or causes of action whatsoever, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against any Prepetition Agent, Revolver Lender or Noteholder; (k) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of

any of the Prepetition Obligations or Prepetition Liens or any other rights or interests of any Prepetition Agent, Revolver Lender or Noteholder; or (l) for preventing, hindering or otherwise delaying the exercise by any Prepetition Agent, Revolver Lender or Noteholder of any rights and remedies granted under the Interim Order, this Final Order. Notwithstanding the foregoing, the Cash Collateral and the Carve Out may be used by the Statutory Committees to investigate the Prepetition Obligations, the Prepetition Liens and/or any potential Challenge, provided that (i) no more than \$100,000 in the aggregate may be spent on such investigation and (ii) the Statutory Committees may use cash in the Debtor's estate which does not constitute Cash Collateral to investigate or prosecute any actions (including actions under chapter 5 of the Bankruptcy Code) against any Prepetition Agent, Revolver Lender or Noteholder.

18. Reservation of Certain Third Party Rights and Bar of Challenges and Claims. Nothing in this Final Order shall prejudice the rights of the Statutory Committees, if granted standing by the Court, to seek, solely in accordance with the provisions of this paragraph 18, to assert claims against any of the Prepetition Agents, Revolver Lenders or Noteholders on behalf of the Debtor, its estate, its creditors or its interest holders, or to otherwise object to or to challenge the findings, Debtor's Stipulations, or any other stipulations or findings herein, including, but not limited to those in relation to: (a) the validity, extent, priority, or perfection of the mortgage, security interests, and liens of any Collateral Agent, Revolver Lender or Noteholder; (b) the validity, allowability, priority, fully secured status or amount of the Prepetition Obligations; (c) any liability of any of the Prepetition Agents, Revolver Lenders and/or

Noteholders with respect to anything arising from the Revolver Facility, Notes, Prepetition Credit Documents, or the Debtor. Any motion by the Statutory Committees for standing to commence, as appropriate, a contested matter or adversary proceeding raising such claim, objection or challenge, including, without limitation, any claim or cause of action against any Prepetition Agent, Revolver Lender or Noteholder (each, a "Challenge") must be made no later than ninety (90) days after entry of this Final Order (the "Challenge Period"). The Challenge Period may only be extended for cause shown on motion and hearing brought prior to its expiration, or by written consent of the applicable Collateral Agent, Revolver Agent, Revolver Lender or Noteholder, in their sole discretion. Only the Statutory Committees, if they have been granted standing and have properly initiated a Challenge challenging the Prepetition Obligations, the Prepetition Liens, or any liability of any of the Prepetition Agents, Revolver Lenders or Noteholders prior to the expiration of the Challenge Period shall be permitted to participate in the prosecution of such Challenge. As to (i) any parties in interest who fail to file a Challenge prior to the expiration of the Challenge Period, or if any such Challenge is filed and overruled or dismissed and (ii) any and all matters that are not expressly the subject of a timely Challenge: (A) any and all such Challenges by any party (including, without limitation, any Statutory Committee, any chapter 11 trustee, and/or any examiner or other estate representative appointed in this Case, and any chapter 7 trustee and/or examiner or other estate representative appointed in any Successor Case), shall be deemed to be forever waived, released and barred, (B) all unchallenged matters, Debtor's Stipulations, findings, waivers, releases, waivers,

releases, affirmations and other stipulations as to the validity, perfection, priority, allowability, enforceability or non-avoidability as to each Collateral Agent's, Revolver Agent's, Revolver Lender's and Noteholder's claims, liens, and interests shall be of full force and effect and forever binding upon the Debtor, the Debtor's bankruptcy estate and all creditors, interest holders, and other parties in interest in this Case and any Successor Case, and (C) any and all claims or causes of action by or on behalf of the Debtor or its estate against any of the Collateral Agent, Revolver Agent, Revolver Lenders and/or Noteholders relating in any way to the Debtor shall be forever waived and released by the Debtor's estate, all creditors, interest holders and other parties in interest in this Case and any Successor Case. For the avoidance of doubt, nothing in this Final Order shall constitute a release, bar or waiver of any third party claim or causes of actions not held by the Debtor or its estate, but rather held individually (though not derivatively) by parties in interest. To the extent that the Statutory Committees specifically assert a claim challenging the validity, enforceability or priority of the Prepetition Obligations or the Prepetition Agents', Revolver Lenders' or Noteholders' Prepetition Liens on the Prepetition Collateral, in respect thereof, or otherwise against the Prepetition Agents, Revolver Lenders or Noteholders, no provision of this Final Order, the Interim Order or any other order previously entered regarding the use of Cash Collateral shall impair or otherwise prejudice the ability of this Court to avoid the liens or claims constituting the debt which is the subject of such claims or to otherwise fashion an appropriate legal or equitable remedy to afford appropriate and just relief under the circumstances. During the Specified Period,

neither the Creditors' Committee nor the Former Partners' Committee may seek standing or commence a Challenge hereunder unless both Committees collectively seek standing or commence a Challenge hereunder.

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

20. Section 506(c) Claims. In consideration for the Carve Out and the payments made under the Budget to administer the case using Cash Collateral, no costs or expenses of administration which have been or may be incurred in the Case during the Specified Period shall be charged against any Collateral Agent, Revolver Agent, Revolver Lender, Noteholder, or any of their respective claims or the Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the applicable Collateral Agent, Revolver Agent, Revolver Lender and/or Noteholder, in their sole discretion, and no such consent shall be implied from any other action, inaction, or acquiescence by any such Collateral Agent, Revolver Agent, Revolver Lender and/or Noteholder.

21. No Marshaling/Applications of Proceeds. Except as relates to the enforcement of or collections with respect to the DLUK Guarantees, the Prepetition Agents, Revolver Lenders and Noteholders shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Collateral, as the case may be, and proceeds shall be received and applied in accordance with this

Final Order and the Intercreditor Agreement notwithstanding any other agreement or provision to the contrary.

22. Section 552(b). The Debtor and the Statutory Committees may not assert any “equities of the case” claims under section 552(b) of the Bankruptcy Code against any of the Prepetition Agents, Revolver Lenders or Noteholders with respect to proceeds, products, offspring or profits of any of the Prepetition Collateral. However, nothing in this Final Order shall in any way restrict the Court from considering *sua sponte* any claims or issues with respect to the equities of the case exception under section 552(b) of the Bankruptcy Code.

23. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) any Collateral Agent’s, Revolver Agent’s, Revolver Lender’s or Noteholder’s right to seek any other or supplemental relief in respect of the Debtor, including the right to seek additional adequate protection (without prejudice to any other party’s right to object to or otherwise oppose such additional adequate protection); (b) any of the rights of the Prepetition Agents, Revolver Lenders or Noteholders under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of the Case or Successor Case, conversion of the Case to a case under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers, (iii) propose, subject to the provisions of section

1121 of the Bankruptcy Code, a chapter 11 plan, or (iv) submit a credit bid in respect of any sale of any Collateral.

24. Section 507(b) Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to any of the Prepetition Agents, Revolver Lenders and/or Noteholders hereunder is insufficient during the Case or any Successor Case. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by the Prepetition Agents, Revolver Lenders or Noteholders that the adequate protection granted herein does in fact adequately protect the Prepetition Agents, Revolver Lenders and Noteholders.

25. No Waiver by Failure to Seek Relief. The failure of any Collateral Agent, Revolver Agent, Revolver Lender or Noteholder to seek relief or otherwise exercise its rights and remedies under the Interim Order, this Final Order, the Prepetition Credit Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the applicable Collateral Agent, Revolver Agent, Revolver Lender or Noteholder.

26. Proofs of Claim. The Prepetition Agents, Revolver Lenders and Noteholders will not be required to file proofs of claim in the Case or any Successor Case. Any order entered by the Court in relation to the establishment of a bar date for any claim (including without limitation administrative claims) in the Case or any Successor Case shall not apply to the Prepetition Agents, Revolver Lenders or Noteholders. Notwithstanding any order entered by the Court in relation to the

establishment of a bar date in the Case or Successor Case to the contrary, (a) the Prepetition Agents, Revolver Lenders and Noteholders are hereby authorized and entitled, each in its sole discretion, but not required, to file (and amend and/or supplement, as it sees fit) a proof of claim in the Case or any Successor Case; and (b) the Collateral Agent is authorized, but not required, to file (and amend and/or supplement, as necessary) proofs of claim and/or aggregate proofs of claim on behalf of the Revolver Lenders and the Noteholders (with the consent of the applicable Revolver Lenders and Noteholders).

27. Good Faith; Indemnity. The Prepetition Agents, Revolver Lenders, Noteholders, and their respective professionals each have acted in good faith, and without negligence or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to the negotiating, implementing, documenting or obtaining requisite approval of the use of Cash Collateral, including in respect of the granting of the Adequate Protection Liens, any challenges or objections to the use of Cash Collateral, and all documents related to and all transactions contemplated by the foregoing. Accordingly, without prejudice to the rights of any other party to raise a challenge thereto pursuant to the terms of this paragraph 27 regarding gross negligence and willful misconduct, the Prepetition Agents, Revolver Lenders, Noteholders and their respective professionals shall be and hereby are indemnified and held harmless by the Debtor in respect of any claim or liability incurred in respect of or in any way related to all actions taken by them in connection with or related in any way to the negotiating, implementing, documenting or obtaining

requisite approval of the use of Cash Collateral, including in respect of the granting of the Adequate Protection Liens, any challenges or objections to the use of Cash Collateral, and all documents related to and all transactions contemplated by the foregoing; provided, however, that no such parties will be indemnified for any cost, expense or liability to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from such parties' gross negligence or willful misconduct (the "Indemnity Obligations"). Subject to the limitation in the immediately preceding sentence, no exception or defense in contract, law or equity exists as to any obligations set forth, as the case may be, in this paragraph 27 or in the Prepetition Credit Documents, to indemnify and/or hold the Prepetition Agents, Revolver Lenders, Noteholders, and their respective professionals harmless, and any such defenses are hereby waived.

28. Binding Effect of Final Order. Immediately upon entry by this Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of this Final Order shall become valid and binding upon and inure to the benefit of the Debtor, Prepetition Agents, Revolver Lenders, Noteholders, all other creditors of the Debtor, the Statutory Committees or any other court appointed committee, appointed in the Case, and all other parties in interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in the Case, any Successor Case, or upon dismissal of the Case or Successor Case. In the event of any inconsistency between the provisions of this Final Order and any other order or the Prepetition Credit Documents, the provisions of this Final Order shall govern and control.

29. No Modification of Final Order. The Debtor irrevocably waives any right to seek or support, and shall not seek or consent to, directly or indirectly, without the prior written consent of the Majority Creditors, in their sole discretion (and no such consent shall be implied by any other action, inaction or acquiescence of the Prepetition Agents, Revolver Lenders or Noteholders), any amendment, modification, extension, stay or vacatur of this Final Order. In the event any or all of the provisions of this Final Order are hereafter modified, amended or vacated by a subsequent order of this Court or any other court, such modification, amendment or vacatur shall not affect the validity, perfection, priority, allowability, enforceability or non-avoidability of any advances previously made or made hereunder, uses of cash previously authorized or authorized hereunder, or lien, claim or priority authorized or created hereby. Any liens or claims granted to the Prepetition Agents, Revolver Lenders and Noteholders hereunder arising prior to the effective date of any such modification, amendment or vacatur of this Final Order shall be governed in all respects by the original provisions of this Final Order, including entitlement to all rights, remedies, privileges and benefits granted herein.

30. Survival. The provisions of this Final Order and any actions taken pursuant hereto shall survive entry of any order which 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 any Successor Case; or (d) pursuant to which this Court abstains from hearing the Case or Successor Case. The terms and provisions of this Final Order, including the claims, liens, security interests

and other protections granted to the Prepetition Agents, Revolver Lenders and Noteholders pursuant to this Final Order, notwithstanding the entry of any such order, shall continue in the Case, in any Successor Case, or following dismissal of the Case or any Successor Case, and shall maintain their priority as provided by this Final Order until all Prepetition Obligations have been indefeasibly and irrevocably paid in full in cash and all letters of credit under the Revolver Facility shall have been cancelled, backed, or cash collateralized in accordance with the terms thereof, notwithstanding the expiration of the Specified Period or any earlier termination of the Debtor's authorization to use Cash Collateral.

31. Effect of this Final Order. This Final Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable immediately upon execution thereof.

[continued on the following page]

32. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce this Final Order according to its terms.

SO ORDERED by the Court this 13th day of June, 2012.

/s/Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge

Exhibit A

Budget

Dewey & LeBoeuf LLP
Domestic Weekly Cash Flow Budget
For the period of June 14, 2012 through July 31, 2012
(amounts in thousands USD)

	5/29/2012 - 6/3/2012	6/4/2012 - 6/13/2012 ⁸	6/14/2012 - 6/17/2012	6/18/2012 - 6/24/2012	6/25/2012 - 7/1/2012	7/2/2012 - 7/8/2012	7/9/2012 - 7/15/2012	7/16/2012 - 7/22/2012	7/23/2012 - 7/31/2012	Total for Periods	Total Periods
	1 ¹⁰	2 ¹⁰	3	4	5	6	7	8	9	3 - 9	1 - 9
Receipts											
Client	3,371	4,696	3,942	4,308	6,678	5,681	7,928	6,648	4,005	39,190	47,257
Others ¹	-	-	-	-	267	-	-	-	-	267	267
Total Receipts	3,371	4,696	3,942	4,308	6,945	5,681	7,928	6,648	4,005	39,457	47,524
Disbursements											
Employee Expenses											
Wind Down Compensation ²	(795)	(343)	(89)	(221)	(221)	(144)	(144)	(148)	(203)	(1,171)	(2,309)
Incentives	-	-	-	-	-	(5)	-	-	(14)	(19)	(19)
Dissolution Committee	(58)	(58)	(58)	(58)	(58)	(58)	(58)	(58)	(58)	(404)	(519)
Benefits ³	(350)	-	(157)	-	-	(352)	-	-	-	(509)	(859)
Employee Expense Reimbursements	(30)	(25)	(25)	(25)	(25)	(20)	(15)	(15)	(15)	(140)	(195)
Operating Expenses											
Occupancy Expenses ⁴	(375)	-	-	-	-	(332)	-	-	-	(332)	(708)
Datacenter / DR Co-Lo	(150)	-	-	-	-	(120)	-	-	-	(120)	(270)
Leased Equipment	-	-	(500)	-	-	-	(300)	-	-	(800)	(800)
Professional Liability Insurance ¹²	-	-	(975)	-	-	(975)	-	-	-	(1,950)	(1,950)
General Insurance	(700)	-	-	-	-	(84)	-	-	-	(84)	(784)
IT / Critical Systems	(183)	-	(40)	(55)	(200)	(20)	-	(40)	(155)	(510)	(693)
Records Management/Storage	(65)	-	(113)	(142)	(115)	(100)	-	-	-	(470)	(535)
Communication	-	(50)	(100)	-	-	(25)	-	-	-	(125)	(175)
Taxes	-	-	-	(238)	-	-	-	(20)	-	(258)	(258)
Other Professionals	-	-	-	(220)	(25)	-	(200)	(45)	(125)	(615)	(615)
On-Site Collection Fees	-	-	-	-	-	-	(242)	-	-	(242)	(242)
Restructuring Expenses - Dewey	-	-	-	-	-	-	-	-	(75)	(75)	(75)
Restructuring Expenses - Lenders	-	-	-	-	-	-	-	-	(1,360)	(1,360)	(1,360)
UCC Professionals	-	-	-	-	-	-	-	-	-	-	-
Other Operating Expenses	(200)	(250)	(200)	(230)	(200)	(200)	(150)	(150)	(150)	(1,280)	(1,730)
Total Disbursements	(2,906)	(726)	(2,256)	(1,189)	(843)	(2,435)	(1,109)	(475)	(2,155)	(10,463)	(14,095)
AR Proceeds Account ⁵	11,982	15,353	20,049	22,116	25,235	31,336	34,582	41,401	47,574	-	-
Concentration Account/Other ⁵	4,013	1,107	381	-	-	-	-	-	-	-	-
Total Opening Book Balance⁵	15,995	16,460	20,430	22,116	25,235	31,336	34,582	41,401	47,574	-	15,995
Net Cash Flow	465	3,970	1,686	3,119	6,101	3,246	6,819	6,172	1,850	-	33,429
Available Cash (a)	16,460	20,430	22,116	25,235	31,336	34,582	41,401	47,574	49,424	-	49,424
Contingent Disbursements⁶											
Occupancy Expenses ⁴	-	-	-	-	-	-	-	-	-	-	-
Datacenter / DR Co-Lo	-	-	-	-	-	-	-	-	-	-	-
Subtotal	-	-	-	-	-	-	-	-	-	-	-
Memo - Other Expenses											
On-site Collection Fees	(47)	(46)	(39)	(43)	(67)	(66)	(99)	(83)	(50)	(448)	(540)
Restructuring Expenses - Dewey	(469)	(519)	(564)	(539)	(469)	(472)	(472)	(472)	(542)	(3,529)	(4,517)
Restructuring Expenses - Lenders	(340)	(340)	(340)	(340)	(300)	(300)	(325)	(325)	(325)	(2,255)	(2,935)
UCC Professionals	-	(108)	(108)	(108)	(108)	(108)	(108)	(108)	(108)	(753)	(860)
Incentives Accrual ⁹	-	-	(64)	(64)	(64)	(64)	(64)	(64)	(64)	(450)	(450)
Accrued Employee PTO	-	-	-	-	(388)	-	-	-	-	(388)	(388)
Subtotal (b)	(856)	(1,012)	(1,115)	(1,094)	(1,395)	(1,010)	(1,068)	(1,052)	(1,089)	(7,822)	(9,690)
Cash Flow Sweep⁷											
Available Cash (a)											49,424
Memo - Other Expenses (b)											(9,690)
Payment of Other Expenses ¹¹	-	-	-	-	-	-	242	-	1,435	-	1,677
AR Proceeds Account ⁵	15,353	12,958	10,571	12,026	14,706	12,236	15,751	15,121	10,761	-	-
Concentration Account/Other ⁵	251	-	-	-	-	-	-	-	-	-	-
Total Cash Available for Sweep	15,604	12,958	10,571	12,026	14,706	12,236	15,993	15,121	12,196	-	41,411
Cash Flow Sweep	5,604	2,958	571	2,026	4,706	2,236	5,993	5,121	2,196	-	31,411
Cash After Sweep	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	-	10,000

1) Includes any proceeds from transactions with foreign offices.
 2) Payroll is authorized to be paid as accrued. Payroll is reflected as accrued. This line item is reflected differently as compared to the budget submitted with the interim order.
 3) To the extent there is a favorable variance as it relates to the Benefits line item, the favorable amount will be excluded from the disbursement variance calculation.
 4) Estimated rent payments for occupied space.
 5) Estimated opening book balances as of 5/28. A future true up may be necessary.
 6) To the extent it is feasible, these disbursements will be paid the week beginning 7/2. They will not be included in any variance calculations.
 7) The Cash Available for Sweep is calculated as follows: Receipts less Total Disbursements less Contingent Disbursements less Memo-Other Expenses. The minimum cash after the sweep is \$10 million.
 8) For the purposes of the covenant calculations, all amounts in this period are assumed to be received/paid in the week beginning 6/4/2012.
 9) Contingent on court approval of the incentive plan.
 10) The budget is for the period 6/14 - 7/31 and the receipts and disbursements tests for this budget period are only against budgeted amounts for the time periods 3 - 9 (6/14-7/31).
 11) Adjustment for payment of previously accrued expenses which have already been deducted for the purposes of the sweep calculation
 12) Subject to review of documentation

Dewey & LeBoeuf LLP
Domestic Weekly Cash Flow Budget
For the period of June 14, 2012 through July 31, 2012
(amounts in thousands USD)

	5/29/2012 - 6/3/2012 1 ¹⁰	6/4/2012 - 6/13/2012 ⁸ 2 ¹⁰	6/14/2012 - 6/17/2012 3	6/18/2012 - 6/24/2012 4	6/25/2012 - 7/1/2012 5	7/2/2012 - 7/8/2012 6	7/9/2012 - 7/15/2012 7	7/16/2012 - 7/22/2012 8	7/23/2012 - 7/31/2012 9	Total for Periods 3 - 9	Total Periods 1 - 9
Restructuring Dewey (thousands usd):											
Zolfo Cooper	175	175	175	175	165	165	165	165	165	1,175	1,525
DSI	44	44	44	44	29	32	32	32	32	244	332
Epiq	-	75	-	-	-	-	-	-	75	75	150
Goldin	100	75	75	50	50	25	25	25	25	275	450
Other Retained Professionals	-	-	120	120	75	75	75	75	70	610	610
Togut ¹	150	150	150	150	150	175	175	175	175	1,150	1,450
	469	519	564	539	469	472	472	472	542	3,529	4,517
Restructuring Lenders (thousands usd):											
FTI ¹	90	90	90	90	50	50	75	75	75	505	685
Kramer Levin ¹	125	125	125	125	125	125	125	125	125	875	1,125
Allen & Overy ¹	25	25	25	25	25	25	25	25	25	175	225
Bingham ¹	100	100	100	100	100	100	100	100	100	700	900
	340	340	340	340	300	300	325	325	325	2,255	2,935
UCC Professionals (thousands usd):											
Attorney ¹		56	56	56	56	56	56	56	56	394	450
Financial Advisor ¹		31	31	31	31	31	31	31	31	219	250
Retiree Committee ¹		20	20	20	20	20	20	20	20	140	160
	-	108	108	108	108	108	108	108	108	753	860
Total Restructure	809	966	1,011	986	876	880	905	905	975	6,537	8,312

1) Represents a monthly estimate. For presentation purposes it is straight lined on an average weekly basis.