

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

MERISANT WORLDWIDE, INC., et al.,¹

Debtors.

Chapter 11

Case No. 09-10059 (PJW)

Jointly Administered

Ref. Docket No. 13

**FINAL ORDER (I) AUTHORIZING DEBTORS TO OBTAIN
POSTPETITION SECURED FINANCING; (II) AUTHORIZING DEBTORS TO
USE CASH COLLATERAL; (III) GRANTING ADEQUATE PROTECTION TO
PREPETITION LENDERS; AND (IV) MODIFYING THE AUTOMATIC STAY**

Upon the motion, dated January 11, 2009 (the "**Motion**"), of Merisant Company (the "**Borrower**") and its affiliated debtors, each as debtor and debtor-in-possession (collectively, the "**Debtors**") in the above-captioned cases (the "**Cases**") commenced on January 9, 2009 (the "**Petition Date**"), for interim and final orders under sections 105, 361, 362, 363(c), 364(c)(1), 364(c)(2), 364(c)(3) and 364(c) of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the "**Bankruptcy Code**"), and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the "**Bankruptcy Rules**"), seeking:

(I) authorization for (a) the Borrower to obtain up to \$20,000,000 in principal amount of postpetition financing (the "**DIP Financing**") on the terms and conditions set forth in this Order and the Debtor-in-Possession Credit Agreement substantially in the form attached hereto as Exhibit A (as hereafter amended, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof, the "**DIP Agreement**");² together with all agreements, documents and instruments delivered or executed in connection herewith or therewith, including, without limitation, the Approved Budget (as defined in paragraph 4(e) below), in each case as hereafter

¹ The Debtors are: Merisant Worldwide, Inc., (Tax ID No. XX-XXX9000), Merisant Company (Tax ID No. XX-XXX8321), Merisant Foreign Holdings I, Inc., (Tax ID No. XX-XXX6579), Merisant US, Inc. (Tax ID No. XX-XXX7233), Whole Earth Sweetener Company LLC, (Tax ID No. XX-XXX3024), and Whole Earth Foreign Holdings LLC, (Tax ID No. XX-XXX3024). The mailing address for all of the Debtors is 33 North Dearborn, Suite 200, Chicago, Illinois 60602.

² Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the DIP Agreement.

amended, supplemented or otherwise modified from time to time in accordance with the terms hercof and thereof, the "**DIP Documents**"), among the Borrower, Merisant Worldwide, Inc. ("**Holdings**"), and each of the direct and indirect subsidiaries of Holdings named therein or party thereto from time to time (such subsidiaries, collectively with Holdings, the "**Guarantors**"), the lenders from time to time party thereto (collectively, the "**DIP Lenders**") and Wayzata Investment Partners LLC (in its individual capacity, "**Wayzata**"), as administrative agent and collateral agent for itself and the DIP Lenders (in such capacity, the "**DIP Agent**"), and (b) each of the Guarantors to guaranty the Borrower's obligations in respect of the DIP Financing;

(II) authorization for the Debtors to execute and deliver the DIP Agreement and the other DIP Documents and to perform such other and further acts as may be necessary or appropriate in connection therewith;

(III) authorization for the Debtors to (a) subject to the terms and provisions hereof, use the Cash Collateral (as defined in paragraph 13 below) pursuant to sections 361, 362 and 363 of the Bankruptcy Code, and all other Prepetition Collateral (as defined in paragraph 3(b) below) and (b) provide adequate protection to the lenders (the "**First Lien Lenders**") under the Amended and Restated Credit Agreement, dated as of May 9, 2007 (as amended, supplemented or otherwise modified prior to the Petition Date, the "**First Lien Credit Agreement**"; and together with any other security, pledge or guaranty agreements and all other documentation executed in connection with any of the foregoing, each as amended, supplemented or otherwise modified prior to the Petition Date, the "**First Lien Loan Documents**"), among the Borrower, the First Lien Lenders and Credit Suisse, as administrative agent and collateral agent (in such capacity, the "**First Lien Agent**") for the First Lien Lenders;

(IV) to schedule, pursuant to Bankruptcy Rule 4001, an interim hearing (the "**Interim Hearing**") on the Motion to be held before this Court to consider entry of the proposed interim order annexed to the Motion (the "**Interim Order**"); and

(V) to schedule, pursuant to Bankruptcy Rule 4001, a final hearing for this Court to consider entry of a final order approving the Motion, which order shall be substantially in the form of the Interim Order and otherwise contain terms and conditions acceptable to the DIP Agent (this "**Order**").

The Interim Hearing having been held by this Court on January 13, 2009; and this Court thereafter having entered the Interim Order (Docket No. 25) approving the Motion on an interim basis; and the final hearing on the Motion having been held before this Court on February 13, 2009 (the "**Final Hearing**"); and upon the record made by the Debtors at the Interim Hearing

and Final Hearing, and after due deliberation and consideration and sufficient cause appearing therefor;

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. Jurisdiction. This Court has core jurisdiction over the Cases, this Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtors are continuing to operate their respective businesses and manage their respective properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. An official committee of unsecured creditors (the "Committee") was appointed in these Cases on or about January 23, 2009.

2. Notice. On January 11, 2009, the Debtors filed the Motion with this Court and pursuant to Bankruptcy Rules 2002, 4001 and 9014, and the Local Bankruptcy Rules of this Court, the Debtors provided notice of the Motion and the Interim Hearing by electronic mail, facsimile, hand delivery or overnight delivery to the following parties and/or to their counsel as indicated below: (i) the Office of the United States Trustee for this District (the "U.S. Trustee"); (ii) the Debtors' thirty (30) largest unsecured creditors on a consolidated basis; (iii) counsel to the DIP Agent; (iv) counsel to the First Lien Agent; (v) counsel to an ad hoc group of prepetition note holders; (vi) all other known parties with liens of record on assets of the Debtors as of the Petition Date; (vii) the local office for the Internal Revenue Service, (viii) the indenture trustee for each series of prepetition notes and (ix) all other parties required to receive notice pursuant to Bankruptcy Rules 2002, 4001 or 9014 or requesting to receive notice prior to the date hereof (collectively, the "Notice Parties"). The Debtors provided notice of the Final Hearing by electronic mail, facsimile, hand delivery or overnight delivery to the Notice Parties on or about

January 16, 2009, and to counsel to the Committee promptly upon its appointment. Given the nature of the relief sought in the Motion, this Court concludes that the foregoing notice was sufficient and adequate under the circumstances and complies with the Bankruptcy Code, the Bankruptcy Rules, and any other applicable law, and no further notice relating to this proceeding is necessary or required.

3. Debtors' Stipulations. Without prejudice to the rights of any other party (but subject to the limitations thereon contained in paragraph 20 and paragraph 21 below), the Debtors admit, stipulate and agree that, on and as of the Petition Date, the Debtors were indebted and bound as described below:

(a) the Debtors were indebted and liable to the First Lien Agent and First Lien Lenders, without defense, counterclaim or offset of any kind, in the aggregate principal amount of approximately \$205,004,337 in respect of loans made and other financial accommodations provided, and \$2,000,000 in respect of letters of credit issued, in each case, by the First Lien Agent and First Lien Lenders pursuant to the First Lien Loan Documents, plus accrued but unpaid interest, costs, fees and expenses as provided in the First Lien Loan Documents (collectively, the "**First Lien Obligations**");

(b) the liens and security interests granted to the First Lien Agent pursuant to the First Lien Loan Documents to secure the First Lien Obligations (collectively, the "**Prepetition First Liens**") are (i) valid, binding, perfected, enforceable, first priority liens on and security interests in the personal and real, tangible and intangible property of the Debtors constituting "Collateral" under, and as defined in, the First Lien Loan Documents in respect of the First Lien Obligations (such Collateral, together with all prepetition and postpetition proceeds thereof, the "**Prepetition Collateral**"), (ii) not subject to avoidance, recharacterization or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law and (iii) subject only to (A) after giving effect to this Order, the Carve-Out (as defined in paragraph 12 below), and (B) valid, enforceable, and non-avoidable liens on and security interests in the Prepetition Collateral that (i) are permitted under the First Lien Loan Documents, (ii) were perfected prior to the Petition Date (or perfected on or after the Petition Date to the extent permitted by Section 546(b) of the Bankruptcy Code), (iii) are not subject to avoidance, disallowance, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law and (iv) are senior in priority to the Prepetition First Liens under applicable law and after giving effect to any lien release, subordination or inter-creditor agreements (such senior liens and security interests described in this clause (B), the "**Prior Liens**");

(c) the First Lien Obligations constitute the legal, valid and binding obligations of the Debtors, enforceable in accordance with their terms (other than in respect of the stay of enforcement arising under section 362 of the Bankruptcy Code) and no portion of the First Lien Obligations is subject to avoidance, recharacterization, disgorgement, recovery or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law;

(d) the Debtors do not have, and hereby forever release, any claims, counterclaims, causes of action, defenses or setoff rights, whether arising under the Bankruptcy Code or applicable non-bankruptcy law, against the First Lien Agent and the First Lien Lenders with respect to the First Lien Obligations and Prepetition First Liens; and

(e) all of the Debtors' cash existing as of the Petition Date, including without limitation, all cash and other amounts on deposit or maintained by the Debtors in any account or accounts with any First Lien Lender, constitutes Cash Collateral (as defined in paragraph 13 below) of the First Lien Agent and First Lien Lenders.

4. Findings Regarding The DIP Financing.

(a) Good Cause. Good cause has been shown for the entry of this Order. The Debtors have an immediate need to continue to obtain Loans under the DIP Financing and to continue to use the Prepetition Collateral, including the Cash Collateral, in order to, among other things, permit the orderly continuation of their businesses, preserve the going concern value of the Debtors, make payroll and satisfy other working capital and general corporate purposes of the Debtors. The DIP Financing and the Debtors' continued use of the Prepetition Collateral (including the Cash Collateral) is necessary to ensure that the Debtors have sufficient working capital and liquidity to preserve and maintain the going concern value of the Debtors' estates. Accordingly, the Debtors and their estates will suffer immediate and irreparable harm unless the Debtors are immediately authorized to continue to obtain Loans under the DIP Financing and to continue to use the Cash Collateral on the terms and conditions set forth in this Order.

(b) No Alternative Sources of Financing. The Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lenders pursuant to, and for the purposes set forth in, this Order and the DIP Documents and are unable to obtain adequate

unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors are also unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2) and 364(c)(3) of the Bankruptcy Code without the Debtors granting the DIP Licns (as defined in paragraph 7 below) and the Super-Priority Claims (as defined in paragraph 8 below), in each case on the terms and conditions set forth in this Order and the DIP Documents.

(c) Reasonably Equivalent Value. The terms of the DIP Financing and the continued use of the Prepetition Collateral (including the Cash Collateral) pursuant to this Order are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration. The Debtors require both additional financing under the DIP Financing and the continued use of Cash Collateral under the terms of this Order in order to satisfy their postpetition liquidity needs. After considering all of their alternatives, the Debtors have concluded, in an exercise of their sound business judgment, that the financing to be provided by the DIP Agent and the DIP Lenders pursuant to the terms of this Order and the DIP Documents represents the best financing presently available to the Debtors.

(d) Good Faith. The DIP Documents and the continued use of the Prepetition Collateral (including the Cash Collateral) have been the subject of extensive negotiations conducted in good faith and at arm's length among the Debtors, the DIP Agent, the DIP Lenders, the First Lien Agent and the First Lien Lenders. All DIP Obligations (as defined in paragraph 5(a) below) have been, and shall be deemed to have been, extended by the DIP Agent and the DIP Lenders in "good faith" as such term is used in section 364(e) of the Bankruptcy Code, and in express reliance upon the protections set forth therein, and shall be entitled to, and are hereby granted, the full protection of section 364(c) of the Bankruptcy Code in the event that this Order

or any provision hereof is stayed, vacated, reversed, amended or modified on appeal or otherwise.

(c) *Approved Budget.* Attached to the Interim Order as Exhibit B was a budget (the “**Initial Approved Budget**”) setting forth on a line-item basis the Debtors’ anticipated cumulative cash receipts and expenditures on a weekly basis and all necessary and required cumulative expenses which the Debtors expect to incur during each week of the Initial Approved Budget. The Initial Approved Budget may be modified or supplemented from time to time by additional budgets (covering any time period covered by a prior budget or covering additional time periods) prepared by Debtors and approved by the DIP Agent and the First Lien Agent in writing (or otherwise approved by the Court pursuant to paragraph 9 below) (each such additional budget, a “**Supplemental Approved Budget**”), in each case without further notice, motion or application to, order of, or hearing before, this Court (but subject to the rights of the U.S. Trustee and the Committee to object to any modification, supplement or amendment within five (5) business days of the date of notice as provided in paragraph 5(b)(ii) below). The aggregate, without duplication, of all items in the Initial Approved Budget and any Supplemental Approved Budgets shall constitute an “**Approved Budget**.” The Approved Budget is an integral part of this Order and has been relied upon by the DIP Agent, the DIP Lenders, the First Lien Agent, and the First Lien Lenders in deciding to consent, or not otherwise object, to entry of this Order.

(f) *Immediate Entry of Order.* The Debtors have requested immediate entry of this Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2). Absent granting the relief set forth in this Order, the Debtors’ estates will be immediately and irreparably harmed. Consummation of the DIP Financing and the continued use of the Prepetition Collateral

(including the Cash Collateral) in accordance with this Order and the DIP Documents are, therefore, in the best interest of the Debtors' estates.

5. Authorization Of The DIP Financing And The DIP Documents.

(a) Maximum Amount. The terms and conditions of the DIP Agreement are hereby approved on a final basis. The Debtors are hereby authorized to enter into and perform the transactions contemplated by this Order and the DIP Documents and, in the case of the Borrower, to borrow under the DIP Agreement up to an aggregate principal amount of \$20,000,000 of the Loans (the "Maximum Amount") for working capital and other general corporate purposes of the Debtors pursuant and subject to the terms and conditions of this Order and the DIP Documents. For purposes of this Order, the term "DIP Obligations" shall mean and include all amounts owing under the DIP Agreement or other DIP Documents (including, without limitation, all "Obligations" as defined in the DIP Agreement) and shall include the principal of, interest on, fees, costs, expenses and other charges owing in respect of, such amounts (including, without limitation, any reasonable attorneys', accountants', financial advisors' and other fees, costs and expenses that are chargeable or reimbursable by the DIP Agent or the DIP Lenders under the Interim Order, this Order, the DIP Agreement or other DIP Documents), and any indemnity claims, in each case whether contingent or otherwise and whether arising before or after the Petition Date.

(b) Further Assurances. In furtherance of the foregoing and without further notice, motion or application to, order of, or hearing before, this Court, each Debtor is authorized and directed to perform all acts and to execute and deliver all instruments and documents that the DIP Agent or First Lien Agent, as applicable, determines to be reasonably required or necessary

for the Debtors' performance of their obligations under the DIP Documents or this Order, including without limitation:

- (i) the execution and delivery of, and performance of the transactions contemplated by, the DIP Documents;
- (ii) the execution, delivery and performance of one or more amendments, waivers, consents or other modifications to and under the DIP Documents, including any such matters respecting the Approved Budget, in each case in such form as the Debtors, the DIP Agent and the DIP Lenders may agree, and no further approval of this Court shall be required for non-material amendments, waivers, consents or other modifications to and under the DIP Documents for which no objection is made as set forth in the proviso to this paragraph; provided, however, that a copy of any such amendment, waiver, consent or other modification shall be filed by the Debtors with this Court and served by the Debtors on the U.S. Trustee and the respective counsel to the Committee and the First Lien Agent, each of whom shall have five (5) business days from the date of such notice within which to object in writing to any such amendment, waiver, consent or modification. For the avoidance of doubt, the five (5) business day notice period shall apply to all amendments, waivers, consents, or modifications. Further Court approval shall be required in all cases for any material amendments, waivers, consents, or modifications. If any party timely objects to any proposed amendment, waiver, consent or modification, whether styled as material or non-material, then such amendment, waiver, consent or modification shall only be permitted pursuant to an order of this Court;
- (iii) the payment to the DIP Agent and the DIP Lenders, as the case may be, of the DIP Obligations as and when due as set forth in this Order or the DIP Documents; and
- (iv) the prompt performance of all other acts required under or in connection with this Order or the DIP Documents, including, without limitation, prompt delivery to the DIP Agent, First Lien Agent, and Committee (and their respective professionals, as applicable) of such reporting and financial information and access to the Debtors' books and records, in each case, as may be reasonably requested by the DIP Agent, First Lien Agent, or Committee from time to time.

(c) No Impairment. Upon execution and delivery of the DIP Documents, the DIP Documents shall constitute valid and binding obligations of the Debtors, be enforceable against the Debtors in accordance with the terms of this Order and the DIP Documents and shall be incorporated by reference as part of this Order. Subject to paragraph 20 with respect to the First Lien Agent and First Lien Lenders, no obligation or liability owed, or payment, transfer or grant of security, to the DIP Agent, any DIP Lender, the First Lien Agent or any First Lien Lenders under the Interim Order, this Order or any DIP Document shall be stayed, restrained, impaired, disgorged, voidable, avoidable or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law (including without limitation, under sections 502(d) or 548 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law), or be subject to any defense, reduction, setoff, recoupment or counterclaim, whether in the Cases or any other subsequent proceedings under the Bankruptcy Code, including, without limitation, any Chapter 7 proceeding if any of the Cases are converted to a case under Chapter 7 of the Bankruptcy Code (collectively, the "Successor Case"). The DIP Obligations, once paid by any Debtor, shall be non-refundable.

(d) Interest, Fees, Costs and Expenses. The DIP Obligations shall bear interest at the rates (including at the default rate after the occurrence of a Specified Event (as defined in paragraph 9 below)), and be due and payable (and paid), as set forth in, and in accordance with the terms and conditions of, this Order and the DIP Documents, in each case without further notice, motion or application to, order of, or hearing before, this Court. The Debtors shall pay on demand all reasonable fees, costs, expenses and other charges payable under the terms of the DIP Documents, in each case whether or not the DIP Agreement and transactions contemplated therein are consummated and whether or not such amounts are

included in the Approved Budget or arose before or after the Petition Date. None of such fees, costs and expenses payable pursuant to this paragraph shall be subject to separate approval by this Court (but this Court shall resolve any dispute as to the reasonableness of any such fees, costs and expenses) and no recipient of any such payment shall be required to file any interim or final fee application. The Debtors shall pay the fees, costs and expenses provided for in this paragraph promptly after the invoices for such fees, costs and expenses shall have been submitted to the Debtors (which invoices may be redacted to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine), and the Debtors shall promptly provide copies of such invoices to the respective counsel to the First Lien Agent, Committee and the U.S. Trustee. The First Lien Agent, Committee and the U.S. Trustee may object to the reasonableness of the fees, costs and expenses included in any professional fee invoice submitted by the DIP Agent; provided that, any such objection shall be waived and barred unless it is filed with this Court and served on counsel to the DIP Agent no later than ten (10) days after the objecting party's receipt of the applicable professional fee invoice. The Debtors shall indemnify the DIP Agent and the DIP Lenders (and other applicable parties) to the extent set forth in the DIP Documents. Any and all fees, costs and expenses paid prior to the Petition Date by any Debtor to the DIP Agent or DIP Lenders in connection with or with respect to the DIP Financing, DIP Agreement or other DIP Documents are hereby approved in full. Notwithstanding this paragraph 5(d), all such fees, costs and expenses shall first be paid out of any retainer or similar agreement between the DIP Agent, the DIP Lenders and the Debtors.

(e) Guarantors; Pledgors. Each Debtor hereby agrees that such Debtor is jointly and severally liable for, and hereby absolutely and unconditionally guarantees to DIP Agent and DIP Lenders and their respective successors and assigns, the full and prompt payment when due (whether at maturity or earlier, by reason of acceleration or otherwise, and at all times thereafter) and performance of, all DIP Obligations owed or hereafter owing to DIP Agent or any DIP Lenders by each other Debtor. Each Debtor agrees that (a) its guaranty obligation hereunder is a present and continuing guaranty of payment and performance and not of collection, (b) its obligations under the Interim Order, this Order and any DIP Document shall not be discharged until the payment and performance, in full, in cash of the DIP Obligations, and the termination of the lending commitments under the DIP Documents, has occurred; and (c) its guaranty obligations hereunder shall be, and are, absolute and unconditional for all purposes in these Cases and any Successor Case. Without limiting the foregoing or any other terms or conditions of this Order or the DIP Documents, any Debtor (or any affiliate or subsidiary of any Debtor) that is a party to a guaranty of the First Lien Obligations or that has pledged any of its assets or property to secure the First Lien Obligations pursuant to a security agreement, pledge agreement or related document hereby guarantees and secures the DIP Obligations on the same basis as the First Lien Obligations without the necessity of further documentation thereof; provided that any Prepetition First Liens granted in connection with the First Lien Obligations shall continue to be senior to any and all DIP Liens granted in connection with the DIP Obligations to the extent set forth in this Order; provided further that, all parties acknowledge and agree that the foregoing guaranty and security of the DIP Obligations shall not alter, modify, impair, limit or affect the rights and remedies of the First Lien Agent and First Lien Lenders under section 506 of the

Bankruptcy Code or regarding whether the value of the Prepetition Collateral exceeds the amount of the First Lien Obligations.

(f) Conditions Precedent. In addition to any conditions precedent contained in the DIP Documents, it is a condition precedent to DIP Agent's and DIP Lenders' willingness to provide the DIP Financing and to First Lien Agent's and First Lien Lenders' willingness to permit the continued use of Cash Collateral that this Order shall have been entered by this Court and such order shall be in form and substance acceptable to DIP Agent and First Lien Agent.

(g) Authorized Signatories. The signature of Paul Block, Jonathan Cole or Julie Wool, each an officer of the Debtors (or their respective designee), appearing on any one or more of the DIP Documents shall be sufficient to bind the Debtors and their estates thereto. No board of directors, member, shareholder or other approval or resolutions shall be necessary or required to consummate, effect or validate the transactions contemplated in the DIP Documents or in this Order. Nothing herein shall be deemed to release any director or officer of a Debtor from his or her applicable fiduciary duties.

6. Permitted Use.

(a) Generally. Notwithstanding anything in this Order to the contrary, the Debtors may continue to use the Cash Collateral and proceeds of the DIP Financing, and incur DIP Obligations, solely in accordance with and pursuant to the financial covenants, availability formulae, and other terms and conditions set forth in the DIP Documents and this Order, including, without limitation, pursuant to the Approved Budget, but in all events only until the occurrence of the Termination Date (as defined in paragraph 9 below) and regardless of whether the Debtors have expended the entire amount of Cash Collateral or proceeds of the DIP Financing permitted by the terms of this Order prior to the Termination Date (but subject to the

Debtors' reservation of rights contained in paragraph 9 below). Notwithstanding the foregoing, if the DIP Agent, the DIP Lenders, the First Lien Agent, or the First Lien Lenders in their respective sole discretion advance funds, provide other extensions of credit to the Debtors or permit the continued use of Cash Collateral (as applicable) in excess of any financial covenants, availability formulae, or other terms and conditions (or any other limitations in the DIP Documents, including, without limitation, the Approved Budget), such advances and extensions of credit and uses of Cash Collateral shall be entitled to, and are hereby granted, the rights, priorities, benefits and protections of this Order; provided that the principal amount of the Loans shall not exceed the Maximum Amount without further order of this Court.

(b) No Duty to Monitor Compliance. The DIP Agent, the DIP Lenders, the First Lien Agent, and the First Lien Lenders may assume the Debtors will comply with the Interim Order, this Order, the Approved Budget and the DIP Documents and shall not: (i) have any obligation with respect to the Debtors' continued use of Cash Collateral or the continued use of proceeds of the DIP Financing; (ii) be obligated to ensure or monitor the Debtors' compliance with any financial covenants, formulae, or other terms and conditions of the Interim Order, this Order or any DIP Document; or (iii) be obligated to pay (directly or indirectly from the Cash Collateral or DIP Collateral) any expenses incurred or authorized to be incurred pursuant to the Interim Order, this Order or any DIP Document or be obligated to ensure or monitor that sufficient Cash Collateral or proceeds of DIP Financing exists to pay such expenses. Notwithstanding the foregoing, the Carve-Out shall be available on the terms and conditions set forth in this Order, and nothing in this sub-paragraph is meant to modify the rights of the Retained Professionals and U.S. Trustee in and to the Carve-Out, irrespective of the identity of the party holding any Carve-Out funds.

(c) Restricted Payments. Except to the extent approved in writing by the DIP Agent and the First Lien Agent or as expressly provided in this Order or the DIP Documents (or approved by further order of the Court in accordance with paragraph 9 below), no Debtor shall use any Cash Collateral or proceeds of the DIP Financing to pay any administrative expense claims arising under section 503(b)(9) of the Bankruptcy Code or any prepetition unsecured claims (including prepetition priority unsecured claims), in each case whether pursuant to Section 105, 363, 365 or any other provision of the Bankruptcy Code or otherwise.

(d) Budget Reports. The Debtors shall provide to the DIP Agent, the First Lien Agent, and the Committee, so as actually to be received within four (4) business days following the end of each week (or such other times as required by the DIP Agreement), weekly line-by-line certified variance reports for the preceding weekly period and on a cumulative basis from the Petition Date to the report date, comparing actual cash receipts and disbursements to amounts projected in the Approved Budget, in form and scope reasonably acceptable to the DIP Agent and the First Lien Agent. The Debtors shall, on the fourth (4th) Business Day of each week from the Petition Date until the Termination Date (or such other times as required by the DIP Agreement), deliver to the DIP Agent, the First Lien Agent, and the Committee an updated, "rolling" 13-week budget which sets forth by line item updated projected receipts and disbursements for the Debtors during the period commencing from the end of the previous week through and including thirteen weeks thereafter; provided that the Debtors shall still be subject to and be governed by the terms of the Approved Budget then in effect and the DIP Agent, the DIP Lenders, the First Lien Agent, and the First Lien Lenders shall, as applicable, have no obligation to fund to such updated "rolling budget" or permit the use of Cash Collateral with respect thereto. The Debtors shall, by no later than seven (7) Business Days prior to the end of the

period covered by the then applicable Approved Budget (or such other times as required by the DIP Agreement), deliver to the DIP Agent, the First Lien Agent, and the Committee a Supplemental Approved Budget.

7. DIP Liens.

(a) Generally. As security for the full and timely repayment of all of the DIP Obligations, the DIP Agent, for the benefit of the DIP Agent and the DIP Lenders, is hereby granted by each Debtor, pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code, valid, binding, enforceable, unavoidable and fully perfected security interests and liens (collectively, the "**DIP Liens**") in and upon the Prepetition Collateral and all other prepetition and postpetition real and personal, tangible and intangible property and assets of each of the Debtors of any kind or nature whatsoever, wherever located, whether now existing or hereafter acquired or arising, including, without limitation, all cash (including all Cash Collateral, wherever held), cash equivalents, bank accounts, accounts, other receivables, chattel paper, contract rights, inventory, instruments, documents, securities (whether or not marketable), equipment, goods, fixtures, real property interests, intellectual property, general intangibles, investment property, supporting obligations, letter of credit rights, commercial tort claims, one hundred percent (100%) of the capital stock of each Debtor's direct and indirect domestic subsidiaries, sixty-five percent (65%) of the capital stock of each Debtor's direct foreign subsidiaries, all inter-company notes held by the Debtors, trademarks, trade names, licenses, rights to payment including tax refund claims, and causes of action (excluding actions for preferences, fraudulent conveyances, and other avoidance power claims under sections 544, 545, 547, 548, 550, 552(b) and 553 of the Bankruptcy Code (the "**Avoidance Actions**")), but including both (a) seventy-five percent (75%) of the proceeds and recoveries from the Avoidance Actions

(any and all such proceeds and recoveries, the "**Avoidance Action Proceeds**" and such seventy-five percent (75%) thereof, the "**Lender Portion**") and (b) avoidance actions under section 549 and related proceeds and recoveries under section 550 of the Bankruptcy Code in respect of the DIP Collateral), and the proceeds, products, offspring, rents and profits of all of the foregoing, including insurance proceeds (all of the foregoing, together with the Prepetition Collateral, the "**DIP Collateral**"); provided that the DIP Collateral shall (x) exclude (i) any assets or property of the Debtors upon which, after giving effect to the terms and conditions of this Order, a security interest or lien may not be lawfully granted or if the granting of the DIP Liens on such asset or property would have a material adverse tax consequence on the Debtors (collectively, the "**Excluded Assets**") and (ii) twenty-five percent (25%) of the Avoidance Action Proceeds (such twenty-five percent (25%) thereof, the "**Estate Portion**"), but (y) include any and all proceeds of the Excluded Assets; provided further that the DIP Collateral shall not include loan proceeds of the DIP Financing. Notwithstanding the foregoing, the DIP Agent and DIP Lenders shall not seek recourse to the Lender Portion of Avoidance Action Proceeds until such time as substantially all other assets constituting DIP Collateral have been applied to the DIP Obligations and the DIP Obligations thereafter remain unsatisfied.

(b) *Other Priority Matters.* Notwithstanding anything in the Interim Order or this Order to the contrary, the DIP Liens: (a) shall, pursuant to section 364(c)(2) of the Bankruptcy Code, constitute first priority security interests in and liens on all DIP Collateral that is not otherwise subject to any Prior Lien, Prepetition First Lien or Adequate Protection Lien (as defined in paragraph 16 below) and (b) shall, pursuant to section 364(c)(3) of the Bankruptcy Code, be immediately junior in priority to any and all Prior Liens, Prepetition First Liens and Adequate Protection Liens on or in the DIP Collateral (but, in all cases for clauses (a) and (b) of

this sub-paragraph, the DIP Liens shall be subject to the Carve-Out). The DIP Liens shall at all times be senior to the following (collectively, the “**Subordinate Liens and Related Rights**”):

(i) any inter-company claim of any Debtor or any domestic or foreign subsidiary or affiliate of any Debtor, and (ii) any security interest or lien which is avoided or disallowed or otherwise preserved for the benefit of any Debtor’s estate under section 551 or any other provision of the Bankruptcy Code. The DIP Liens shall, as of the Petition Date, be deemed legal, valid, binding, enforceable, and perfected liens, not subject to subordination (except as expressly provided in this Order), impairment or avoidance, for all purposes in the Cases and any Successor Case, in each case without the necessity of the execution or delivery by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages or other similar documents, or the possession or control by the DIP Agent or any DIP Lenders of any DIP Collateral. Other than the Carve-Out, Prior Liens, Prepetition First Liens and Adequate Protection Liens, no other liens or security interests, whether for postpetition financing, adequate protection or otherwise, whether arising pursuant to sections 363 or 364 of the Bankruptcy Code or otherwise, shall be senior or equal to or pari passu with the DIP Liens in these Cases or any Successor Case without the express written consent of the DIP Agent given in accordance with the DIP Documents (which consent may be withheld in its sole discretion). Without either (a) the prior written consent of DIP Agent, which may be withheld in its sole discretion, or (b) the indefeasible payment and satisfaction in full in cash of the DIP Obligations and termination of the lending commitments under the DIP Financing, no security interest or lien shall be granted or allowed in the Cases or any Successor Case, whether for postpetition financing, adequate protection or otherwise, whether arising pursuant to sections 363 or 364 of the Bankruptcy Code or otherwise, on any Excluded Asset or any other asset or

property of any Debtor that is not subject to the DIP Liens in favor of DIP Agent. Notwithstanding anything herein to the contrary, all parties retain and reserve all their rights to dispute the validity, priority, enforceability and perfection of the Prior Liens.

8. Super-Priority Claims. In addition to the DIP Liens, the DIP Agent and DIP Lenders are hereby granted, for all DIP Obligations, an allowed super-priority administrative expense claim pursuant to Section 364(c)(1) of the Bankruptcy Code (the “**Super-Priority Claim**”) against each Debtor and its respective estate. Except for the Carve-Out, but subject to the proviso at the end of this sentence, the Super-Priority Claim shall have priority over all other costs and expenses of administration of any kind (and no cost or expense of administration shall be senior to, equal to, or pari passu with, the Super-Priority Claim), including those specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 363, 364, 503, 507, 546, 726, 1113 or 1114 or any other provision of the Bankruptcy Code or otherwise, in each case whether incurred in these Cases or any Successor Case, whether for adequate protection, the lack of, or failure to provide, adequate protection, or otherwise, including, without limitation, the 507(b) Claims (as defined in paragraph 16 below), and whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment; provided that, notwithstanding the foregoing, the Super-Priority Claim shall be subject and subordinate to the 507(b) Claim in the event that (i) neither the First Lien Agent nor any member of the ad hoc committee of First Lien Lenders objects to either entry of the Interim Order or entry of the Final Order (or both) and (ii) no other “Secured Parties” (as defined in the First Lien Credit Agreement) objects to either entry of the Interim Order or entry of the Final Order (or both) and the Court grants such objection of such other Secured Party; provided that in each case such objection is material to the proposed rights, remedies or protections of the DIP Agent or DIP

Lenders under this Order or the DIP Documents. The Super-Priority Claim shall at all times be senior to any inter-company claim of any Debtor or any domestic or foreign subsidiary or affiliate of any Debtor (the "**Subordinate Claims and Related Rights**"). The Super-Priority Claims shall be deemed legal, valid, binding, and enforceable claims and expenses against the Debtor and their estates, and not subject to subordination (except as expressly provided in this Order), impairment or avoidance, for all purposes in the Cases and any Successor Case. Subject to the Carve-Out, the Super-Priority Claim shall be payable from, and have recourse to, any and all property and assets of each Debtor, including, without limitation, the Excluded Assets and the proceeds thereof and, subject to the last sentence of paragraph 7(a) of this Order, the Lender Portion of the Avoidance Action Proceeds, but shall not be payable from or have recourse to the Estate Portion of the Avoidance Action Proceeds.

9. Modification of Automatic Stay.

(a) Except as set forth in sub-paragraph (b) of this paragraph, which sub-paragraph exclusively governs the applicability of the automatic stay to any action by DIP Agent, DIP Lenders, First Lien Agent or First Lien Lenders to foreclose on its security interests in and liens on any DIP Collateral granted hereunder, the Court hereby orders that (x) the automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified as to DIP Agent, DIP Lenders, First Lien Agent and First Lien Lenders to permit such parties solely to perform the actions described in or permitted by this Order, in each case without further notice, application or motion to, or order from the Court, and (y) neither section 105 of the Bankruptcy Code nor any other provision of the Bankruptcy Code or applicable law shall be utilized to prohibit such party's exercise, enjoyment and enforcement of any of such rights, benefits, privileges and remedies regardless of any change in circumstances (whether or not foreseeable).

Consistent with the foregoing sentence, the DIP Agent, DIP Lenders, First Lien Agent and First Lien Lenders are hereby granted leave to (i) receive and apply payments of the DIP Obligations, the First Lien Obligations and proceeds of the DIP Collateral, as applicable, (ii) file or record any financing statements, mortgages or other instruments or other documents to evidence the security interests in and liens upon the DIP Collateral provided by this Order, (iii) charge and collect any interest (including at the default rate to the extent authorized herein), fees, costs and other expenses accruing at any time under the Interim Order, this Order, the DIP Documents or First Lien Loan Documents, as applicable and to the extent authorized herein and, in the case of the First Lien Agent and First Lien Lenders, subject to section 506(b) of the Bankruptcy Code, (iv) give the Debtors any notice provided for in this Order, the DIP Documents or First Lien Loan Documents, as applicable, and (v) (1) with respect to the DIP Agent and DIP Lenders, upon the Termination Date (as defined below), but subject to the last sentence of this paragraph, and in each case without further notice, motion or application to, order of, or hearing before, this Court: (A) terminate the DIP Agreement and/or the other DIP Documents, (B) cease making Loans and/or suspend or terminate its lending commitments to the Debtors, (C) accelerate any or all of the DIP Obligations and declare such DIP Obligations immediately due and payable in cash, and/or (D) revoke the Debtor's right, if any, to use the DIP Collateral and proceeds of the DIP Collateral on the consensual terms and conditions described in this Order and/or proceeds of the DIP Financing, and (2) with respect to the First Lien Agent and First Lien Lenders, upon the Termination Date, but subject to the last sentence of this paragraph, terminate the consensual DIP Collateral and Cash Collateral use arrangement contained herein without further notice, motion or application to, order of, or hearing before, this Court. Notwithstanding anything to the contrary contained in this Order, the Debtors reserve all rights to seek authorization to use the

Cash Collateral and/or DIP Collateral of the DIP Agent, DIP Lenders, First Lien Agent and First Lien Lenders on a non-consensual basis on and after the Termination Date upon notice and hearing, and the DIP Agent, DIP Lenders, First Lien Agent and First Lien Lenders reserve all rights to object to, and contest, such authorization.

(b) Upon the Termination Date, and after obtaining relief from this Court from the automatic stay upon hearing and five (5) business days prior notice to respective counsel to the Debtors, Committee, First Lien Agent and U.S. Trustee, the DIP Agent and DIP Lenders shall be entitled to foreclose or otherwise enforce its security interests in and liens on any or all of the DIP Collateral and/or to exercise any other default-related remedies against the DIP Collateral under the DIP Documents, this Order or applicable law in seeking to recover payment of the DIP Obligations. In addition to the Debtors' rights to seek authorization to use the Cash Collateral and/or DIP Collateral of the DIP Agent, DIP Lenders, First Lien Agent and First Lien Lenders on a non-consensual basis on and after the Termination Date upon notice and hearing, and the reservation of all rights of the DIP Agent, DIP Lenders, First Lien Agent and First Lien Lenders to object to, and contest, such authorization as described above, the parties acknowledge and agree that (a) in the event the Termination Date results from an Event of Default described in Section 7.1(a) of the DIP Agreement, then the only other issue to be determined and decided at such Court hearing is whether such Event of Default has occurred and is continuing and (b) with respect to any cause of the Termination Date other than resulting from an Event of Default described in Section 7.1(a) of the DIP Agreement, any and all rights and objections of the Committee to oppose the DIP Agent's or the DIP Lenders' request to vacate the automatic stay are reserved in full. If the DIP Agent or DIP Lenders are granted such relief from

the automatic stay, then the First Lien Agent or First Lien Lenders (as applicable) will likewise be granted such relief at such time.

(c) As used in this Order, the term "**Termination Date**" means the earliest date on which any of the following events (each, a "**Specified Event**") occurs during any Case (unless the DIP Agent and First Lien Agent otherwise agree in writing in their respective sole discretion):

- (i) [intentionally omitted];
- (ii) the dismissal of any Case or the conversion of any Case to a case under Chapter 7 of the Bankruptcy Code (or any Debtor applies for, consents to, or acquiesces in, any such relief);
- (iii) the appointment of an interim or permanent trustee in any Case or the appointment of a receiver or an examiner in any Case with expanded powers to operate or manage the financial affairs, the business, or reorganization of any Debtor and, in the case of the appointment of an examiner only, such examiner is not discharged within 30 days of its appointment (or any Debtor applies for, consents to, or acquiesces in, any such relief);
- (iv) the dissolution of any Debtor;
- (v) the occurrence of the Termination Date under the DIP Agreement;
- (vi) the sale, liquidation or other disposition of all, or substantially all, of the DIP Collateral, whether pursuant to section 363 of the Bankruptcy Code, a plan of reorganization or otherwise;
- (vii) the failure by the Debtors to make any adequate protection payments required to the First Lien Agent or First Lien Lenders under this Order, unless cured or waived by the First Lien Agent, in each case, by the fifth (5th) business day following the delivery of written notice to the Debtors, the DIP Agent and the Committee by the applicable party asserting non-payment;
- (viii) the material breach by any Debtor of any term or condition of this Order or any DIP Document (unless cured within any applicable cure period or waived by the DIP Agent in accordance with the DIP Documents);
- (ix) the entry of an order by this Court granting relief from or modifying the automatic stay of Section 362 of the Bankruptcy Code to allow any

as modified on the record at the Final Hearing and as set forth in the DIP Agreement annexed hereto

creditor to execute upon or enforce a security interest or lien (other than by setoff under section 553 of the Bankruptcy Code) with respect to any portion of the DIP Collateral having a value, individually or in the aggregate, in excess of \$1,000,000;

(x) solely with respect to the consensual Cash Collateral use arrangement contemplated herein (subject to the rights of the Debtors to move to obtain further authority to use Cash Collateral as provided in paragraph 9(a) above), the filing of a plan of reorganization by the Debtors, without the consent of the First Lien Agent and the First Lien Lenders, that does not propose to satisfy the claims owed under the First Lien Credit Agreement by payment in full thereof or in such other manner satisfactory to the First Lien Agent and the First Lien Lenders in their sole discretion; or ⁱⁿ _{cash}

(xi) August 7, 2009.

10. Waiver of Section 506(c) Surcharge. No costs or expenses of administration or other charge, lien, assessment or claim incurred at any time (including, without limitation, any expenses set forth in the Approved Budget) by any Debtor or any other person or entity shall be imposed or charged against any or all of the DIP Agent, DIP Lenders, First Lien Agent or First Lien Lenders, their respective claims, or their respective collateral under Section 506(c) of the Bankruptcy Code or otherwise, and the Debtors, on behalf of their estates, waive any such rights. It is expressly understood by all parties that in making all such undertakings and proceeding in compliance with this Order, each of the DIP Agent, the DIP Lenders, the First Lien Agent, and the First Lien Lenders has relied on the foregoing provisions of this paragraph. Notwithstanding any approval of or consent to an Approved Budget, nothing in this Order shall constitute or be deemed to constitute the consent by any of the DIP Agent, the DIP Lenders, the First Lien Agent, or the First Lien Lenders to the imposition of any costs or expense of administration or other charge, lien, assessment or claim (including, without limitation, any amounts set forth in the Approved Budget) against such party, its claims or its collateral under section 506(c) of the

Bankruptcy Code or otherwise and no such consent shall be implied from any other action or inaction by such parties.

11. No Lien Alteration. The receipt by the Debtors of any Cash Collateral or other proceeds of DIP Collateral shall not, and shall not be deemed to, affect, alter or otherwise modify the validity, priority or perfection of any liens in and/or claims against such Cash Collateral or other proceeds and such liens and claims shall continue to exist in and against such Cash Collateral or other proceeds in the possession of the Debtors, in each case with the same validity, priority and perfection as existed immediately prior to such receipt by the Debtors.

12. Carve-Out.

(a) Generally. Notwithstanding anything to the contrary contained in the Interim Order or this Order, upon the occurrence of the Carve-Out Trigger Date (as defined below), the liens and claims granted to any of the DIP Agent, DIP Lenders, First Lien Agent, or First Lien Lenders in the Interim Order, this Order, the DIP Documents, and/or the First Lien Loan Documents shall be subject only to the payment, without duplication, of the following fees and expenses (the amounts set forth below, together with the limitations set forth therein, collectively, the "Carve-Out");

(i) the claims of the respective retained professionals of the Debtors and Committee, whose retention is approved by this Court during the Cases pursuant to Sections 327, 328, and 1103, respectively, of the Bankruptcy Code, (collectively, the "Retained Professionals") for unpaid fees and expenses which were incurred at any time on and after the Carve-Out Trigger Date in an aggregate amount not exceeding \$1,000,000 for all Retained Professionals; plus the claims of the Retained Professionals for unpaid fees and expenses which comply with the Approved Budget and were incurred at any time on and after the Petition Date and before the Carve-Out Trigger Date; provided that, in each case, such fees and expenses of the Retained Professionals are ultimately allowed on a final basis by this Court under sections 330 and 331 of the Bankruptcy Code and are not excluded from the Carve-Out under paragraph 21 of this Order; provided further that, notwithstanding this paragraph 12(a), all such fees and expenses shall first be paid out of any retainer or similar agreement between the Debtors or the Committee, as applicable, and such Retained Professionals, and

(ii) the unpaid fees payable to the U. S. Trustee and Clerk of the Bankruptcy Court pursuant to Section 1930 of Title 28 of the United States Code.

(b) Carve-Out Trigger Date. As used herein, the term "**Carve-Out Trigger Date**" means the date on which the DIP Agent or the First Lien Agent provides written notice to the respective counsel to the Debtors and Committee that the Carve-Out is invoked, which notice shall be delivered only on or after the occurrence and continuation of an Event of Default under the DIP Agreement or the Termination Date.

(c) Reduction of Amounts. Subject to the terms and conditions of this Order and the DIP Documents, the Debtors shall be permitted to pay compensation and reimbursement of reasonable fees and expenses of the Retained Professionals allowed and payable under sections 328, 330 and 331 of the Bankruptcy Code, as the same may be due and payable, and such payments shall not reduce or be deemed to reduce the Carve-Out. The dollar amounts available to be paid under the Carve-Out shall be reduced, dollar-for-dollar, by the aggregate amount of payments made on and after the Carve-Out Trigger Date to the Retained Professionals on account of their allowed fees and expenses (whether from Cash Collateral, any proceeds of the DIP Financing, or otherwise).

(d) Reservation of Rights. Payment of any fees and expenses of the Retained Professionals pursuant to the Carve-Out shall not, and shall not be deemed to, (i) reduce any Debtor's obligations owed to any of the DIP Agent, DIP Lenders, First Lien Agent, or First Lien Lenders or (ii) modify, alter or otherwise affect any of the liens and security interests of such parties in the DIP Collateral or Prepetition Collateral (or their respective claims against the Debtors). The DIP Agent, DIP Lenders, First Lien Agent, and First Lien Lenders shall not be responsible for the direct payment or reimbursement of any fees or disbursements of any

Retained Professionals (or of any other Person) incurred in connection with the Cases or any Successor Case, and nothing in this Order or otherwise shall be construed to obligate such parties in any way to pay compensation to or to reimburse expenses of any Retained Professional or any other Person; provided that all liens and claims of the DIP Agent, DIP Lenders, First Lien Agent and First Lien Lenders shall be subordinate to the Carve-Out to the extent set forth in this Order. Nothing herein shall impair, or be construed to impair, the ability of any party to object to any of the fees, expenses, reimbursement or compensation of the Retained Professionals.

13. Cash Collateral. For purposes of this Order, the term "**Cash Collateral**" shall mean and include all "cash collateral" as defined by section 363(a) of the Bankruptcy Code and shall include and consist of all of the cash proceeds of the accounts receivable and inventory constituting Prepetition Collateral resulting from the Debtors' ordinary course of business operations in which any of the DIP Agent, the DIP Lenders, the First Lien Agent, or the First Lien Lenders has an interest (including, without limitation, any adequate protection lien or security interest), whether such interest existed as of the Petition Date or arises thereafter pursuant to this Order, any other order of this Court, applicable law or otherwise; provided further that Cash Collateral shall not include loan proceeds of the DIP Financing.

14. Use Of Prepetition Collateral (including Cash Collateral). Subject to the Debtors' reservation of rights contained in paragraph 9 above, the Debtors are hereby authorized to continue to use the Prepetition Collateral, including the Cash Collateral, during the period from the Petition Date through and including the Termination Date for general corporate purposes in accordance with the terms and conditions of this Order and the DIP Documents (including the Approved Budget), provided that, the First Lien Agent and First Lien Lenders are granted adequate protection as set forth in paragraph 16 below.

15. Covenants. Except as expressly permitted by the DIP Documents, the Debtors (i) shall not transfer any Cash Collateral or proceeds of the DIP Financing to any of their non-Debtor affiliates or subsidiaries, (ii) shall not sell, lease or otherwise dispose of or transfer any DIP Collateral (other than in the ordinary course of any Debtor's business); provided that should the Debtor sell, lease or otherwise dispose of or transfer any DIP Collateral in breach of the covenant contained in this clause (ii), the proceeds of such sale, lease or disposition shall immediately be paid to the First Lien Agent, for the benefit of the First Lien Lenders, to satisfy the First Lien Obligations (subject to the reservation of rights contained in paragraph 20 below), (iii) shall continue to comply with the covenants and agreements specified in the First Lien Loan Documents pertaining to the maintenance and preservation of the Prepetition Collateral and (iv) shall cause each non-Debtor affiliate and subsidiary to comply in all material respects with each of the First Lien Loan Documents to which such affiliate or subsidiary is a party or is otherwise subject or bound.

16. Adequate Protection. The First Lien Agent and the First Lien Lenders are entitled to and hereby granted, pursuant to sections 361, 363(c)(2) and 363(e) of the Bankruptcy Code, adequate protection of their interests in the Prepetition Collateral, including the Cash Collateral, in an amount equal to the aggregate diminution in value of their respective interests in the Prepetition Collateral occurring on or after the Petition Date, including without limitation, any such diminution resulting from the use by the Debtors of the Cash Collateral and any other Prepetition Collateral and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (such diminution in value, the "Adequate Protection Obligations"). As adequate protection, the First Lien Agent and the First Lien Lenders are hereby granted the following (but only to the extent of any Adequate Protection Obligations):

(a) Adequate Protection Liens. Pursuant to sections 361(2), 362, 363(c)(2), and 363(e) of the Bankruptcy Code, the First Lien Agent, for its benefit and the benefit of the First Lien Lenders, is hereby granted by each Debtor continuing valid, binding, enforceable and perfected, liens and security interests in and on all of the DIP Collateral to the extent of the Adequate Protection Obligations (together with any additional adequate protection liens, if any, authorized pursuant to further order of the Court in accordance with paragraph 17 below, the "Adequate Protection Liens"). The Adequate Protection Liens shall (a) be subordinate only to: (1) the Carve-Out, (2) the Prepetition First Liens and (3) the Prior Liens; and (b) be senior and superior to (1) the DIP Liens on the DIP Collateral and (2) the Subordinate Liens and Related Rights. The Adequate Protection Liens shall be deemed legal, valid, binding, enforceable, and perfected liens, and not subject to subordination (except as expressly provided in this Order), impairment or avoidance, for all purposes in the Cases and any Successor Case, subject to paragraph 20 of this Order. Except as described in clause (a) above, no other liens or security interests, whether for adequate protection or otherwise, shall be senior or equal to or pari passu with the Adequate Protection Liens in these Cases or any Successor Case without the prior written consent of the First Lien Agent given in accordance with the First Lien Credit Agreement (which consent may be withheld in its sole discretion). Notwithstanding anything herein to the contrary, the First Lien Agent and First Lien Lenders shall not seek recourse to the Lender Portion of Avoidance Action Proceeds until such time as substantially all other assets constituting collateral for the Adequate Protection Obligations have been applied to the Adequate Protection Obligations and the Adequate Protection Obligations thereafter remain unsatisfied.

(b) 507(b) Claims. The First Lien Agent and the First Lien Lenders shall have, pursuant to section 507(b) of the Bankruptcy Code, an allowed super-priority

administrative expense claim subject to proof (the "507(b) Claim") against each Debtor and its respective estate to the extent that the adequate protection afforded herein for any Adequate Protection Obligations proves to be inadequate. Subject to the proviso at the end of this sentence, the 507(b) Claim shall: (a) be subordinate only to: (1) the Carve-Out, and (2) the Super-Priority Claim; and (b) be senior and superior to the Subordinate Claims and Related Rights; provided that, notwithstanding the foregoing, the Super-Priority Claim shall be subject and subordinate to the 507(b) Claim in the event that (i) neither the First Lien Agent nor any member of the ad hoc committee of First Lien Lenders objects to either entry of the Interim Order or entry of the Final Order (or both) and (ii) no other "Secured Parties" (as defined in the First Lien Credit Agreement) objects to either entry of the Interim Order or entry of the Final Order (or both) and the Court grants such objection of such other Secured Party; provided that in each case such objection is material to the proposed rights, remedies or protections of the DIP Agent or DIP Lenders under this Order or the DIP Documents. Except as described in clause (a) above, no cost or expense of administration under any provision of the Bankruptcy Code (whether incurred in these Cases or any Successor Case, whether for adequate protection, the lack of, or failure to provide, adequate protection, or otherwise), shall be senior to, equal to, or pari passu with, the 507(b) Claim. The 507(b) Claim shall be deemed legal, valid, binding, and enforceable claims and expenses against the Debtor and their estates, and not subject to subordination (except as expressly provided in this Order), impairment or avoidance, for all purposes in the Cases and any Successor Case. The 507(b) Claim shall be payable from, and have recourse to, any and all property and assets of each Debtor, including, without limitation, the Excluded Assets and the proceeds thereof and, subject to the last sentence of paragraph 16(a)

of this Order, the Lender Portion of the Avoidance Action Proceeds, but shall not be payable from or have recourse to the Estate Portion of the Avoidance Action Proceeds.

(c) Current Payment of Interest and Professional Fees and Expenses. As further adequate protection, and without limiting any rights of the First Lien Agent or any First Lien Lender under section 506(b) of the Bankruptcy Code which are hereby preserved and subject in all respects to Section 506(b) of the Bankruptcy Code and paragraph 20 of this Order, the Debtors shall promptly pay to the First Lien Agent any accrued but unpaid interest (in each case, whether incurred prepetition or postpetition) in connection with the First Lien Obligations, payable monthly (without acceleration), at the non-default rate as provided in the First Lien Credit Agreement, plus prompt payment on a current basis of the First Lien Agent's reasonable out-of-pocket attorney's and other professional's (including accountants and one financial advisor) fees, costs and expenses (whether incurred before or after the Petition Date for the benefit of the First Lien Lenders) in connection with (i) the negotiation and administration of the Cash Collateral use arrangement implemented by this Order, (ii) the review and negotiation of any amendment, supplement, waiver or modification to this Order, the DIP Documents and any documentation related hereto or thereto, (iii) the monitoring of and involvement and participation in the Cases or any Successor Cases and the consummation and administration of the transactions contemplated by this Order and the DIP Documents and (iv) the preservation and protection of the First Lien Agent's and the First Lien Lender' rights under this Order or any documentation related hereto, in each case whether or not the such amounts are included in the Approved Budget or arose before or after the Petition Date, all without further notice, motion, fee application or order of the Court and whether such interest, fees, costs and expenses accrued prior to or after the Petition Date; provided, however, that such interests payments shall be

reapplied to reduce the principal amount of the First Lien Obligations to the extent that the First Lien Agent is not entitled to such payment or reimbursement pursuant to Section 506(b) of the Bankruptcy Code; provided further that the fees, costs and expenses of any financial advisor retained by First Lien Agent and First Lien Lenders shall only be payable by the Debtors in respect of the services rendered from and after the sixty-first (61st) day after the Petition Date. None of the fees, costs and expenses payable pursuant to this paragraph shall be subject to separate approval by this Court (but this Court shall resolve any dispute as to the reasonableness of any such fees, costs and expenses), and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto. The Debtors shall pay the fees, costs and expenses provided for in this paragraph promptly after invoices for such fees and expenses shall have been submitted to the Debtors (which invoices may be redacted to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine), and the Debtors shall promptly provide copies of such invoices to the respective counsel to the DIP Agent, Committee and the U.S. Trustee. The DIP Agent, Committee and the U.S. Trustee may object to the reasonableness of the fees, costs and expenses included in any professional fee invoice submitted by the First Lien Agent; provided that, any such objection shall, subject to the reservation of rights provisions of paragraph 20 below, be waived and barred unless it is filed with this Court and served on counsel to the First Lien Agent no later than ten (10) days after the objecting party's receipt of the applicable professional fee invoice. Nothing contained herein shall be deemed to constitute a waiver of any right of the First Lien Agent and the First Lien Lenders to seek payment of interest accruing

from and after the Petition Date at the default rate provided under the First Lien Credit Agreement at any subsequent point in this case, with the rights, objections and defenses of all parties reserved in connection therewith. Notwithstanding this paragraph 16(c), all such fees, costs and expenses shall first be paid out of any retainer or similar agreement between the First Lien Agent, the First Lien Lenders and the Debtors.

17. Reservation Of Rights Of First Lien Lenders. Based upon the terms and conditions of this Order, this Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the First Lien Agent and the First Lien Lenders. Notwithstanding any other provision hereof, the grant of adequate protection to the First Lien Agent and the First Lien Lenders pursuant hereto is without prejudice to the right of the First Lien Agent to seek modification of the grant of adequate protection provided hereby so as to provide different or additional adequate protection (other than with respect to the payments of the fees, costs and expenses of a financial advisor as described above), and without prejudice to the right of the Debtors or any other party in interest to contest any such modification. Except as expressly provided herein, nothing contained in this Order (including without limitation, the authorization to use any Cash Collateral) shall impair, prejudice or modify any rights, claims or defenses available in law or equity to the First Lien Agent on behalf of the First Lien Lenders, including, without limitation, the right to (a) request conversion of the Debtors' chapter 11 case to chapter 7, (b) seek to terminate the exclusive rights of the Debtors to file, and solicit acceptances to, a plan of reorganization under section 1121 of the Bankruptcy Code or propose, subject to the provisions of Section 1121 of the Bankruptcy Code, a chapter 11 plan or plans, (c) object to the fees and expenses of any retained professionals of the Debtors or any Committee that may be appointed (or to the reasonableness of the fees and expenses of any financial advisor

retained by the DIP Agent or any DIP Lender related to these Cases), and (d) seek relief from the automatic stay. All such rights, claims and defenses, and the rights, objections and defenses of all parties in connection therewith, are hereby reserved.

18. Perfection Of DIP Liens And Adequate Protection Liens.

(a) The DIP Liens and the Adequate Protection Liens shall not be subject to challenge and shall attach and become valid, perfected, enforceable, non-avoidable and effective by operation of law as of the Petition Date without any further notice, act or action of or by any person or entity, and without the necessity of execution by the Debtors, or the filing or recordation, of any financing statements, security agreements, vehicle lien applications, mortgages, filings with the U.S. Patent and Trademark Office, or other documents. If the DIP Agent or First Lien Agent hereafter requests that the Debtors execute and deliver to it any financing statements, security agreements, collateral assignments, mortgages, or other instruments and documents considered by such party to be reasonably necessary or desirable to further evidence the perfection of the liens and security interests provided under the Interim Order or this Order, then the Debtors are hereby authorized and directed, at their sole cost and expense, to promptly execute and deliver such financing statements, security agreements, mortgages, collateral assignments, instruments, and documents, and the DIP Agent and First Lien Agent (as applicable) are hereby authorized to file or record such documents in their respective discretion, in which event all such documents shall be deemed to have been filed or recorded at the time and on the date of entry of this Order, but with the priorities as set forth herein.

(b) The DIP Agent and First Lien Agent may (in their respective sole discretion), but shall not be required to, file a certified copy of this Order in any filing or

recording office in any state, county or other jurisdiction in which any Debtor has real or personal property and such filing or recording shall be accepted and shall constitute sufficient evidence of perfection of such applicable parties' interests in the DIP Collateral at the time and on the date of entry of this Order, but with the priorities as set forth herein.

(c) To the extent that any applicable non-bankruptcy law would otherwise restrict the grant, scope, enforceability, attachment or perfection of the security interests and liens authorized or created under or in connection with the Interim Order, this Order or the DIP Documents, or otherwise would impose filing or registration requirements or fees and charges with respect thereto, such law is hereby pre-empted to the maximum extent permitted by the United States Constitution, the Bankruptcy Code, applicable federal law, and the judicial power of the United States Bankruptcy Court; provided that the DIP Agent and First Lien Agent (as applicable) may still take such steps as they wish to perfect their respective security interests and liens under otherwise applicable state law without waiving the benefits of this provision of the Interim Order or this Order.

(d) Except as otherwise expressly provided herein, notwithstanding anything to the contrary contained in any prepetition or postpetition agreement, contract, lease, document, note or instrument to which any Debtor is a party or under which any Debtor is obligated or bound, any provision therein that restricts, conditions, prohibits, limits or impairs in any way any Debtor from granting the DIP Agent, DIP Lenders, First Lien Agent and First Lien Lenders the postpetition claims, security interests or liens granted herein upon any of its assets, properties or other DIP Collateral or otherwise entering into and complying with all of the terms, conditions and provisions of the Interim Order, this Order and the DIP Documents shall be unenforceable against such Debtor, and therefore, shall not adversely affect the validity, priority, perfection or

enforceability of the liens, security interests, claims, rights, priorities and/or protections granted to such parties pursuant to the Interim Order, this Order and the DIP Documents.

19. Preservation Of Rights Granted Under This Order; 364(e) Protection.

(a) Survival. The provisions of the Interim Order and this Order and any actions taken pursuant hereto or thereto: (a) shall survive the occurrence of the Termination Date and/or entry of any order: (i) converting any of the Cases to a case under chapter 7 of the Bankruptcy Code; (ii) substantively consolidating any of the Debtors or their respective estates; (iii) dismissing or closing any of the Cases or (iv) confirming a plan of reorganization in any of the Cases (and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors hereby waive any discharge as to the DIP Obligations); and (b) shall continue in full force and effect notwithstanding the occurrence of the Termination Date and/or entry of any such order. The claims, liens, and security interests granted pursuant to the Interim Order and this Order shall maintain their priority, validity and perfection as provided by the Interim Order and this Order until all of the DIP Obligations and Adequate Protection Obligations (as applicable) are indefeasibly paid in full in cash and discharged (and all lending commitments terminated under the DIP Financing) in accordance with the respective terms and conditions of the Interim Order, this Order and the DIP Documents (as applicable).

(b) Section 364(e); Effect of Modification or Appeal. Based on the findings set forth in the Interim Order and this Order, in consideration for the financing provided under DIP Financing, the DIP Agent and the DIP Lenders are entitled to, and hereby are granted, the full rights, benefits, privileges and protections of, and provided by, section 364(e) of the Bankruptcy Code with respect to the DIP Obligations (and related liens, claims, rights, remedies and benefits) created or authorized by the Interim Order or this Order in the event that the

Interim Order or this Order or any authorization or approval contained herein or therein is subsequently stayed, vacated, reversed, amended or modified on appeal. Any subsequent stay, modification, reversal, amendment or vacation of the Interim Order or this Order shall not alter, modify or affect the validity, priority, perfection or enforceability of any claim, lien, or security interest of the DIP Agent, the DIP Lenders, the First Lien Agent, or the First Lien Lenders authorized, created or granted pursuant to the Interim Order or this Order and outstanding immediately prior to the actual receipt of written notice by the DIP Agent and First Lien Agent of the effective date of such stay, modification, reversal, amendment or vacation. Notwithstanding any such stay, modification, reversal, amendment or vacation, all obligations and other financial accommodations made or incurred pursuant to the Interim Order or this Order, all DIP Obligations incurred and uses of Cash Collateral permitted by the Debtors pursuant hereto or thereto prior to the actual receipt of written notice by the DIP Agent and First Lien Agent of the effective date of such stay, modification, reversal, amendment or vacation, shall be governed in all respects by the original provisions of the Interim Order and this Order and the DIP Agent, the First Lien Agent, the DIP Lenders, and the First Lien Lenders shall be entitled to all of the rights, privileges, remedies, protections and benefits contained or granted in section 364(e) of the Bankruptcy Code, the DIP Documents, the Interim Order and this Order (as applicable), including, without limitation, the DIP Liens, Super-Priority Claims, Adequate Protection Liens and 507(b) Claims.

20. Effect Of Stipulations On Third Parties.

(a) Generally. The stipulations, admissions, releases and waivers of the Debtors contained in paragraph 3 of this Order (collectively, the "Lien and Claim Perfection Matters") shall be binding on all parties-in-interest, including, without limitation, the Committee

(and any subsequent trustee of the Debtors' estates), unless, and solely to the extent that, (a) the Committee (including any chapter 7 trustee that may be appointed or elected prior to the Action Filing Deadline, as defined below, or thereafter for the duration of any litigation commenced by the filing of a complaint or other proper pleading on or prior to the Actual Filing Deadline described in this subparagraph), or another party-in-interest with standing and requisite authority, has timely filed the appropriate pleadings, and timely commenced the appropriate proceeding, required under the Bankruptcy Code and Bankruptcy Rules, including, without limitation, as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth in paragraph 21 of this Order) challenging the Lien and Claim Perfection Matters by no later than ninety (90) days after entry of this Order (as such date may be extended from time to time in the sole discretion of the First Lien Agent, the "Action Filing Deadline"), and (b) this Court rules in favor of the plaintiff in any such timely and properly commenced proceeding. To the extent no such proceeding is timely and properly commenced by the Action Filing Deadline, or to the extent such proceeding does not result in a final and non-appealable order of this Court that is inconsistent with the Lien and Claim Perfection Matters, then, without further notice, motion or application to, order of, or hearing before, this Court and without the need or requirement to file any proof of claim, the Lien and Claim Perfection Matters shall become binding, conclusive and final on the Committee (and any subsequent trustee of the Debtors' estates) and any other Person, entity or party-in-interest in the Cases and any Successor Case and shall not be subject to challenge or objection by any party-in-interest. Notwithstanding anything to the contrary herein, if any such proceeding is properly and timely commenced, the Lien and Claim Perfection Matters shall nonetheless remain binding on all parties-in-interest and preclusive as provided in sub-paragraph (a) above except to the extent that such Lien and Claim

without prejudice to the rights of the Committee to seek an extension from the Court for cause shown

Perfection Matters are expressly challenged in such proceeding. To the extent any such proceeding is timely commenced, the First Lien Agent or First Lien Lenders, as applicable, shall be entitled to include the related costs and expenses, including but not limited to reasonable attorneys' fees, incurred in defending themselves in any such proceeding, as part of the First Lien Obligations to the extent permitted under applicable law and the First Lien Loan Documents.

(b) Standing. The Committee is hereby granted standing by this Court to file and pursue any claims and actions of the type contemplated by this paragraph 20. Except as expressly provided above with respect to the Committee, nothing in the Interim Order or this Order confers or vests standing on any other party-in-interest to assert any claim on behalf of any Debtor or any estate of any Debtor, or relieves any other party-in-interest from any requirement under the Bankruptcy Code or otherwise to obtain authorization from the Court prior to asserting any claim on behalf of any Debtor or any estate of any Debtor.

21. Limitation On Use Of DIP Financing and DIP Collateral. Notwithstanding anything herein to the contrary, no portion or proceeds of the DIP Financing, the DIP Collateral, the Prepetition Collateral, the Cash Collateral, or the Carve-Out, and no disbursements set forth in the Approved Budget, shall be used for the payment of professional fees, disbursements, costs or expenses incurred in connection with: (a) objecting, contesting or raising any defense to the validity, perfection, priority, or enforceability of any amount due under the DIP Documents or the First Lien Loan Documents or any security interests, liens or claims granted under the Interim Order, this Order, the DIP Documents, or the First Lien Loan Documents to secure such amounts; (b) asserting any claims, actions or causes of action against any of the DIP Agent, the DIP Lenders, the First Lien Agent, or the First Lien Lenders or any of their respective agents,

affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors; (c) preventing, hindering or otherwise delaying any of the DIP Agent's, the DIP Lender's, the First Lien Agent's, or the First Lien Lender's assertion, enforcement or realization on the Prepetition Collateral or the DIP Collateral in accordance with the terms and conditions of the Interim Order or this Order; or (d) seeking to amend or modify any of the rights granted to, or prosecuting any claims, actions or causes of action adverse to interests of, the DIP Agent, the DIP Lenders, the First Lien Agent, or the First Lien Lenders under the Interim Order, this Order, the DIP Documents or the First Lien Loan Documents, in each case without such party's prior written consent given in its sole discretion; provided, however, that no more than \$57,500 in the aggregate of the DIP Financing, the Cash Collateral, and the Carve-Out may be used by the Committee to investigate (but not prosecute any action or challenge to) the Lien and Claim Perfection Matters.

22. No Marshaling. Except as set forth in paragraphs 7(a) and 16(a) of this Order, in no event shall the DIP Agent, the DIP Lenders, the First Lien Agent, or the First Lien Lenders be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral.

23. No Subrogation. In no event shall any person or entity who pays (or through the extension of credit to any Debtor, causes to be paid) any of the DIP Obligations be subrogated, in whole or in part, to any rights, remedies, claims, privileges, liens or security interests granted in favor of, or conferred upon, DIP Agent or any DIP Lender by the terms of the DIP Documents, the Interim Order or this Order, unless and until such time as all of the DIP Obligations have been indefeasibly paid in full in cash and all lending commitments have been terminated under the DIP Financing.

24. No Implied Waiver. The failure, at any time or times hereafter, of the DIP Agent, the DIP Lenders, the First Lien Agent, or the First Lien Lenders to require strict performance by the Debtors of any provision of the Interim Order or this Order shall not waive, affect or diminish any right of such parties thereafter to demand strict compliance and performance therewith. No delay on the part of any party in the exercise of any right or remedy under the Interim Order, this Order or the DIP Documents shall preclude any other or further exercise of any such right or remedy or the exercise of any other right or remedy. None of the rights or remedies of any party under the Interim Order, this Order or the DIP Documents shall be deemed to have been amended, modified, suspended or waived unless such amendment, modification, suspension or waiver is in writing and signed by the party against whom such amendment, modification, suspension or waiver is sought. None of the DIP Agent, the DIP Lenders, the First Lien Agent, or the First Lien Lenders waives, and each expressly reserves, any and all claims, causes of action, defenses, rights and remedies it has or may have pursuant to any or all of the DIP Documents, the First Lien Loan Documents, the Bankruptcy Code and/or under applicable law against or with respect to any Debtor and any other person or entity. Except as expressly provided in this Order, the obligations of the Debtors, and the rights, remedies, and priorities of the DIP Agent, the DIP Lenders, the First Lien Agent, and the First Lien Lenders arising under or in connection with the Interim Order or this Order, are in addition to, and are not intended as a waiver or substitution for, those granted to, or contained in favor of, such parties under any or all of the DIP Documents, the First Lien Loan Documents, the Bankruptcy Code and/or under applicable law.

25. Order Governs. In the event of any conflict between the provisions of this Order and the DIP Documents, the provisions of this Order shall control and govern to the extent of

such conflict. All actions taken in connection with or in reliance on the Interim Order are hereby reaffirmed in full as if taken in connection with or in reliance on this Order. To the extent any provisions in this Order conflict with any provisions of the Interim Order, the provisions of this Order shall control and govern to the extent of such conflict.

26. Successors and Assigns. The provisions of the Interim Order, this Order and the DIP Documents shall, as applicable, be binding upon and inure to the benefit of the DIP Agent, the DIP Lenders, the First Lien Agent, the First Lien Lenders, and the Debtors and their respective estates, and their respective successors and assigns, including, without limitation, any trustee or other fiduciary hereafter appointed as a legal representative of any of the Debtors or their estates, whether in these Cases or any Successor Case.

27. [intentionally omitted].

28. No Consent to Plan of Reorganization. Nothing in the Interim Order or this Order shall be deemed to be the consent to, or agreement to support or vote for, any disclosure statement or plan of reorganization filed by the Debtors or any other party in these Cases. The rights, defenses and objections of all parties, including, without limitation, the Committee, in connection therewith are hereby reserved.

29. Effectiveness. This Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon execution hereof, and there shall be no stay of execution of effectiveness of this Order. All objections to the entry of this Order have been withdrawn or overruled and the Motion is approved on an interim basis on the terms and conditions set forth herein. Pursuant to Bankruptcy Rule 7052, any findings of fact contained herein that may be construed as matters of law shall be treated as conclusions of law as if set forth below, and vice versa.

Dated: February 13, 2009
Wilmington, DE


Peter J. Walsh
United States Bankruptcy Judge