

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

In re:	:	Chapter 11
	:	
NOVA HOLDING CLINTON COUNTY, LLC, <i>et al.</i> , ¹	:	Case No. 09-11081 (KG)
	:	
Debtors.	:	(Joint Administration Requested)
	:	
	:	Re: Docket No. 125 and 141

**FINAL ORDER: (I) AUTHORIZING DEBTORS TO OBTAIN POST-PETITION
FINANCING, (II) AUTHORIZING DEBTORS TO UTILIZE CASH COLLATERAL,
AND (III) GRANTING ADEQUATE PROTECTION TO WESTLB AG,
PURSUANT TO BANKRUPTCY CODE SECTIONS 105, 361, 362, 363 AND 364
AND BANKRUPTCY RULES 2002, 4001, AND 9014**

Upon the motion of the above-captioned debtors and debtors-in-possession (each a "Debtor" and collectively, the "Debtors"), dated June 9, 2009 [Docket No. 125] (the "DIP Motion") requesting entry of a final order (this "Final DIP Order") pursuant to sections 105, 361, 362, 363(c), 363(e), 364(c)(1), 364(c)(2), 364(c)(3), 364(d) and 364(e) of title 11 of the United States Code, 11 U.S.C. § 101, et seq. (the "Bankruptcy Code"), and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), seeking, among other things:

¹ The Debtors and the last four digits of their respective tax identification numbers are: Nova Holding Clinton County, LLC, a Delaware limited liability company (9944) ("Clinton Holding"); Nova Biofuels Clinton County, LLC, a Delaware limited liability company (9809) ("Clinton"); Nova Holding Seneca, LLC, a Delaware limited liability company (9237) ("Seneca Holding"); Nova Seneca, LLC, a Delaware limited liability company (9222) ("Seneca"); Nova Holding Trade Group, LLC, a Delaware limited liability company (9278) ("Trade Group Holding"); Nova Biofuels Trade Group, LLC, a Delaware limited liability company (9269) ("Trade Group"); NBF Operations, LLC, a Delaware limited liability company (8450) ("NBF"); Nova Biosource Technologies, LLC, a Texas limited liability company (4403) ("Technologies"); Biosource America, Inc., a Texas corporation (7542) ("Biosource America"); and Nova Biosource Fuels, Inc., a Nevada corporation (8450) ("Biosource Fuels").

(a) authorization for the Borrowers² to obtain senior secured post-petition financing in an aggregate principal amount of up to \$2,030,000 (the "DIP Facility"), pursuant to section 364 of the Bankruptcy Code, from WestLB AG, New York Branch ("WestLB"), as administrative agent and collateral agent (in such capacity, "DIP Agent") and as a lender under the DIP Facility together with any person who shall become a lender under the DIP Facility (collectively, the "DIP Lender"), and authorization for the Guarantors³ to guaranty the Borrowers' obligations under the DIP Facility, all pursuant to the terms of this Final DIP Order and that certain DIP Credit Agreement by and among the Borrowers, the DIP Agent, and the DIP Lender, in substantially the form filed with the Court on June 19, 2009 [Docket No. 141] (as the same may be amended, restated, supplemented or otherwise modified from time to time, collectively the "DIP Credit Agreement"),⁴ and any related documents required to be delivered by or in connection with the DIP Credit Agreement (collectively, including the Final DIP Credit Agreement, the "DIP Loan Documents");

(b) authorization for the Borrowers and Guarantors to execute and enter into the DIP Loan Documents and to perform such other and further acts as may be required in connection with the DIP Loan Documents;

(c) the grant of security interests, liens, and superpriority claims (including a superpriority administrative claim pursuant to section 364(c)(1) of the Bankruptcy Code, liens pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code, and priming liens pursuant to section 364(d) of the Bankruptcy Code) to the DIP Agent, for the benefit of itself and the DIP Lender, to secure the DIP Obligations (as defined below);

² The Borrowers are (i) Seneca and (ii) Biosource Fuels, Biosource America, Technologies, Clinton, and Trade Group (the Borrowers described in this clause (ii) are collectively referred to as the "Subject Debtors").

³ The Guarantors are Seneca Holding, NBF, Trade Group Holding, and Clinton Holding.

⁴ Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the DIP Credit Agreement, and once executed and delivered by the parties thereto, the Final DIP Credit Agreement (as defined below).

(d) authorization for the Borrowers' and Guarantors' to continue to use Cash Collateral (as defined below) from and after May 22, 2009 pursuant to the Interim Cash Collateral Orders (as defined below) as modified by this Final DIP Order, including the newly granted authority to use those funds held in the Sponsor Support Account located at Sterling Bank (Account No. 021030167 FCC 1391) (the "Sponsor Support Account") in the approximate amount of \$1,170,052. The "Senior Cash Collateral," as used in this Final DIP Order, means the Cash Collateral (as defined below), including the Cash Collateral in the Sponsor Support Account, all as existing as of May 22, 2009. The term "Cash Collateral" is used in this Final DIP Order as defined in section 363(a) of the Bankruptcy Code and shall include, without limitation, (i) the funds in the Sponsor Support Account, and (ii) all deposits subject to setoff and cash arising from the collection or other conversion to cash of property in which WestLB, as prepetition administrative agent and collateral agent (collectively, the "Prepetition Agent") under the Prepetition Credit Agreement, asserts security interests, liens or mortgages, regardless of: (x) whether such security interests, liens, or mortgages existed as of the Petition Date or arose thereafter pursuant to the Interim Cash Collateral Orders (as defined below) or this Final DIP Order, or (y) whether such property or the proceeds thereof were converted to cash as of the Petition Date or arose thereafter.

(e) the grant of adequate protection to the Prepetition Agent for the benefit of the Prepetition Lender (as defined below) for the diminution, if any, in the value of their interest in each Borrower's or Guarantor's property (if and as applicable), including, without limitation, valid, enforceable, fully perfected security interests in and liens upon the DIP Collateral (as defined below) to secure the repayment to the Prepetition Agent of the Prepetition Obligations (as defined below) in an amount equal to the Senior Cash Collateral used by any of the Debtors from and after May 22, 2009 through to the date of the calculation (the "Senior Cash Collateral Claims"), which liens shall only be junior

and subordinate to certain liens and claims as provided for herein, and such other adequate protection as more fully set forth in this Final DIP Order; and

(f) the modification of the automatic stay imposed under section 362 of the Bankruptcy Code to the extent necessary to permit the Borrowers and Guarantors, the DIP Agent, the DIP Lender, the Prepetition Agent and the Prepetition Lender to implement the terms of this Final DIP Order.

This Final DIP Order extends the authorization to use Cash Collateral on similar terms to those contained in the Interim Order (i) Authorizing the Use of Cash Collateral by Seneca and the Subject Debtors Pursuant to 11 U.S.C. § 363, (ii) Granting Adequate Protection to WestLB Pursuant to 11 U.S.C. §§ 361 and 363, and (iii) Scheduling a Final Hearing (the "First Interim Cash Collateral Order") [Docket No. 17], as amended from time to time by the Court (collectively, with the First Interim Cash Collateral Order, the "Interim Cash Collateral Orders"). [Docket Nos. 64, 94 and 137, respectively]. The Interim Cash Collateral Orders authorized certain Debtors to use the Cash Collateral (other than the Sponsor Support Account) from the Petition Date through to June 24, 2009 subject to many of the same restrictions and provisions provided for herein, including the provision of adequate protection liens and claims to the Prepetition Agent and Prepetition Lender. Among other things, this Final DIP Order expands the list of Debtors authorized to use the Senior Cash Collateral, authorizes broader uses of the Senior Cash Collateral (including the use of the Sponsor Support Account), and grants the Prepetition Agent on behalf of the Prepetition Lenders additional liens, akin to those that secure the DIP Obligations, as adequate protection for the use of the Senior Cash Collateral.

A hearing on the DIP Motion was held by this Court on June 24, 2009 ("DIP Hearing"). The Court read and considered the DIP Motion and all pleadings related thereto, as well as the record made by the Debtors and other entities at the DIP Hearing, and no objections to the DIP Motion having been filed, and after due deliberation and consideration, and good and sufficient cause appearing therefor:

THE COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS:

I. Background, Jurisdiction, Venue and Notice.

A. On March 30, 2009 (the "Petition Date"), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors have continued to operate and maintain their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. On April 15, 2009 the United States Trustee for the District of Delaware (the "United States Trustee") appointed an official committee of unsecured creditors ("Committee") [Docket No. 44].

C. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

D. The predicates for the relief requested herein are Bankruptcy Code sections 105, 361, 362, 363 and 364 and Bankruptcy Rules 2002, 4001 and 9014.

E. The Debtors have complied with Bankruptcy Rule 4001(b), (c) and (d), LR 2002-1, 4001-2, 9006-1 to hold the DIP Hearing on less than twenty (20) days notice by (1) serving the DIP Motion and providing notice of the DIP Hearing by hand delivery, facsimile or overnight mail to: (i) the Office of the United States Trustee; (ii) counsel for the Committee; (iii) counsel to WestLB; (iv) the counsel to the Indenture Trustee (as defined below); (v) counsel to Sterling Bank, as Accounts Bank; (vi) each Debtors' cash management banks, if any; and (vii) all other parties requesting notice pursuant to Bankruptcy Rule 2002. Given the nature of the relief sought in the DIP Motion, the Court concludes that the foregoing notice was sufficient and adequate under the circumstances and complies with Bankruptcy Rule 4001 in all respects.

II. Borrowers' and Guarantors' Stipulations.

F. Pursuant to the Credit Agreement dated as of December 26, 2007 (as amended, supplemented or otherwise modified from time to time, the "Prepetition Credit Agreement"), among Seneca as borrower and WestLB as lender (the "Prepetition Lender"), the

Prepetition Agent and Prepetition Lender agreed to make available to Seneca a construction loan facility in the amount of \$36,000,000 and a working capital loan facility in the amount of \$5,000,000, the proceeds of which were used to (i) finance the ownership, development, engineering, construction, testing and operation of a biodiesel plant located in Seneca, Illinois, which is designed to produce approximately sixty (60) million gallons per-year of biodiesel and all auxiliary and other facilities constructed or to be constructed by or on behalf of Seneca, together with all fixtures and improvements thereto, all real property owned by Seneca and all other real property, easements and rights-of-way held by or on behalf of Seneca and all rights to use easements and rights-of-way of others, and all personal property, contracts and permits related thereto (collectively, the "Seneca Plant"), (ii) fund certain reserves and accounts, and (iii) pay interest, fees and other expenses associated with the credit facility.

G. The Prepetition Agent on behalf of itself and the Prepetition Lender asserts liens and security interests in, among other things, (i) substantially all of the assets and property of Seneca (including, without limitation, the Seneca Plant, the Sponsor Support Account and the Cash Collateral) and all proceeds thereof and (ii) all of the equity in Seneca (collectively, the "Prepetition Collateral") as security for the payment and performance of the Obligations as defined in the Prepetition Credit Agreement.

H. Subject to the provisions of Paragraph 48 of this Final DIP Order, which will bind the Debtors' estates by its application on the one hand and provides for certain challenge rights on the other hand, the Debtors hereby admit, stipulate and agree, consistent with the First Interim Cash Collateral Order, that:

(i) As of the Petition Date the outstanding principal amount of the debt under the Prepetition Credit Agreement was approximately \$41,000,000, plus all accrued and, to the extent permitted under applicable bankruptcy law, hereafter accruing and unpaid interest, fees and expenses (including all professional fees and other Obligations that are chargeable or reimbursable under the Prepetition Credit Agreement) now or hereafter due under the Prepetition

Credit Agreement (collectively, "Prepetition Obligations");

(ii) The Prepetition Credit Agreement and all documents executed and delivered in connection therewith by Seneca, Biosource Fuels, Seneca Holding, and Technologies (collectively together with the Prepetition Credit Agreement, the "Prepetition Loan Documents") are valid and enforceable by the Prepetition Agent against each Debtor signatory thereto. The Prepetition Agent duly perfected its liens upon and security interests in the Prepetition Collateral (including, without limitation, the Seneca Plant, the Sponsor Support Account and the Cash Collateral) by, among other things, filing financing statements, mortgages and fixture filings and, where necessary, by entering into control agreements over bank accounts, and by possession of relevant instruments, certificates, and other property. All of such financing statements, mortgages and fixture filings, and control agreements were validly executed by authorized representatives of Seneca and the other Debtor parties thereto. Pursuant to the Prepetition Credit Agreement and the other Security Documents (as defined in the Prepetition Credit Agreement), the Prepetition Agent has a valid, binding, enforceable, non-avoidable and properly perfected first priority security interests in and liens upon all of the Prepetition Collateral;⁵

(iii) The liens and security interests in the Prepetition Collateral (the "Prepetition Liens"), as security for the Prepetition Obligations, constitute valid, binding, enforceable and fully perfected liens and security interests and are not subject to avoidance, disallowance, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law;

(iv) The Prepetition Obligations constitute legal, valid, binding, and

⁵ With respect to the Mortgaged Property (as defined in the Prepetition Credit Agreement) only, the Prepetition Agent's valid, binding, enforceable, non-avoidable and properly perfected security interests are junior only to certain of the Permitted Liens (as defined in the Prepetition Credit Agreement).

non-avoidable obligations of Seneca and the other Debtors party thereto. 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. The Debtors and their estates have no valid claims, objections, challenges, causes of actions, and/or choses in action, including without limitation, avoidance claims under Chapter 5 of the Bankruptcy Code, against the Prepetition Agent or the Prepetition Lender, or against any of their respective affiliates, agents, attorneys, advisors, professionals, officers, managers, members, directors and employees arising out of, based upon or, related to the Prepetition Credit Agreement or their respective loans to Seneca; and

(v) The Debtors irrevocably waive any right to challenge or contest the Prepetition Liens in the Prepetition Collateral, the validity of the Prepetition Obligations, or the Prepetition Loan Documents.

I. Subject to the provisions of Paragraph 48 of this Final DIP Order, which will bind the Debtors' estates by its application on the one hand and provides for certain challenge rights on the other hand, Biosource Fuels hereby admits, stipulates and agrees that pursuant to that certain Completion Guaranty Agreement executed by Biosource Fuels in favor of the Prepetition Agent and the Prepetition Lender dated as of February 22, 2008 (the "Guaranty"), Biosource Fuels has agreed to pay or cause to be paid all Project Costs (as defined in the Guaranty) if and to the extent that there are insufficient funds available to Seneca to cover any Project Completion Deficiency (as defined in the Guaranty) not to exceed \$41,000,000.

J. Pursuant to the DIP Motion, the Debtors have requested authority for the Borrowers to use the Senior Cash Collateral from June 24, 2009 to September 18, 2009 (the "Budget Period") in accordance with the terms of this Final DIP Order, the Seneca Budget (as

defined below), the Non-Seneca Budget (as defined below), and thereafter in accordance with the terms of any amendments to the Seneca Budget of the Non-Seneca Budget approved by the DIP Agent and the Prepetition Agent.

III. Findings Regarding the Post-Petition Financing.

K. The Borrowers and Guarantors have an immediate and critical need to obtain post-petition financing under the DIP Facility and to use the Senior Cash Collateral to finance the ordinary costs of their operations, finance a strategic asset disposition process, make payroll, conduct the marketing and potential sale of their assets, and satisfy other working capital and operational needs. The Borrowers' and Guarantors' access to sufficient working capital and liquidity through the incurrence of post-petition financing under the DIP Facility and the use of Senior Cash Collateral under the terms of this Final DIP Order are vital to maximizing the value of the Borrowers' and Guarantors' respective assets and estates. Consequently, without access to the DIP Facility and the use of Senior Cash Collateral, as provided for in this Final DIP Order, the Borrowers and Guarantors and their estates would suffer immediate and irreparable harm.

L. The use of Senior Cash Collateral alone would be insufficient to meet the Borrowers' and Guarantors' post-petition liquidity needs. The Borrowers and Guarantors are unable to obtain (i) adequate unsecured credit allowable under either (a) sections 364(b) and 503(b)(1) of the Bankruptcy Code or (b) section 364(c)(1) of the Bankruptcy Code, (ii) adequate credit secured by (a) a senior lien on unencumbered assets of their estates under section 364(c)(2) of the Bankruptcy Code and (b) a junior lien on encumbered assets under section 364(c)(3) of the Bankruptcy Code, or (iii) adequate secured credit under section 364(d)(1) of the Bankruptcy Code from sources other than the Agent and the Lenders on terms more favorable than the terms of the DIP Facility. The only sufficient source of credit available to the Borrowers and Guarantors is the DIP Facility. The Borrowers and Guarantors require both additional financing under the DIP Facility and the use of the Senior Cash Collateral under the terms of this Final DIP Order to satisfy their post-petition liquidity needs.

M. The DIP Agent and the DIP Lender have indicated a willingness to provide the Borrowers and Guarantors with certain financing, but solely on the terms and conditions set forth in this Final DIP Order and in the DIP Loan Documents. After considering all of their alternatives, the Borrowers and Guarantors have concluded, in an exercise of their sound business judgment, that the financing to be provided by the DIP Lender pursuant to the terms of this Final DIP Order and the DIP Loan Documents represents the best financing presently available to the Borrowers and Guarantors.

N. The Prepetition Agent and the Prepetition Lender are prepared to consent to: (i) the imposition of certain liens under section 364(d)(1) of the Bankruptcy Code in favor of the DIP Agent, for the benefit of itself and the DIP Lender, but solely on the terms and conditions set forth in this Final DIP Order and in the DIP Loan Documents, which liens will prime the Prepetition Liens, and (ii) the Borrowers' and Guarantors' use of the Prepetition Collateral, including the use of the Senior Cash Collateral, provided that the Court authorizes the Borrowers and Guarantors, pursuant to sections 361, 363 and 364 of the Bankruptcy Code, to grant to the Prepetition Agent, for the benefit of itself and the Prepetition Lender, as adequate

protection for the Adequate Protection Obligations (as defined below) the security interests, liens, claims, and contractual rights specified in Paragraph 34 below.

O. The consent of the Prepetition Agent and the Prepetition Lender to the priming of their liens on the Prepetition Collateral by the DIP Liens (as defined below) is limited to priming by the DIP Facility presently before the Court, with WestLB as DIP Agent and DIP Lender, and shall not extend to any other post-petition financing or to any modified version of the DIP Facility, including with any party other than WestLB as DIP Agent. Furthermore, the consent of the Prepetition Agent and the Prepetition Lender to the DIP Liens does not constitute, and shall not be construed as constituting, an acknowledgment or stipulation by the Prepetition Agent or the Prepetition Lender that their interests in the Prepetition Collateral are adequately protected pursuant to this Final DIP Order or otherwise.

P. Bank of New York Mellon Trust Company as indenture trustee (the "Indenture Trustee") for certain \$55,000,000 secured convertible notes (the "Convertible Notes") issued by Biosource Fuels pursuant to that certain Indenture dated September 28, 2007 among Biosource Fuels, Clinton, Clinton Holding, Seneca Holding and the Indenture Trustee (the "Convertible Notes Indenture") has not objected to the priming of the Clinton Liens on the Clinton Collateral by an amount equal to the Clinton Priming Expenditures (as such terms are defined below) by the DIP Liens to secure the DIP Obligations, and by security interests and liens in favor of the Prepetition Agent, for the benefit of itself and the Prepetition Lender to secure the repayment of the Senior Cash Collateral Claims (but no other Prepetition Obligations or other Adequate Protection Obligations (as defined below)), as set forth in this Final DIP Order.

Q. The security interests and liens granted pursuant to this Final DIP Order to the DIP Agent, for the benefit of itself and the DIP Lender, are appropriate under section 364(d) of the Bankruptcy Code because, among other things: (i) such security interests and liens do not impair the interests of any holder of a valid, binding, continuing, enforceable and fully-perfected prepetition security interest or lien in the property of the Borrowers' and Guarantors' estates

except to the extent such prepetition security interest or lien is junior to the Prepetition Liens and therefore such security interest or lien is not entitled to adequate protection pursuant to section 361 of the Bankruptcy Code, or (ii) the holders of such valid, binding, continuing, enforceable and fully-perfected prepetition security interests and liens, or their agents, to the extent they are not junior to the Prepetition Liens have consented to the security interests and priming liens granted pursuant to this Final DIP Order to the DIP Agent for the benefit of itself and the DIP Lender.

R. The security interests and liens granted pursuant to this Final DIP Order to the Prepetition Agent, for the benefit of itself and the Prepetition Lender, are appropriate under sections 105 and 363(e) of the Bankruptcy Code because, among other things: (i) such security interests and liens do not impair the interests of any holder of a valid, binding, continuing, enforceable and fully-perfected prepetition security interest or lien in the property of the Borrowers' and Guarantors' estates except to the extent such prepetition security interest or lien is junior to the Prepetition Liens and therefore such security interest or lien is not entitled to adequate protection pursuant to section 361 of the Bankruptcy Code, or (ii) the holders of such valid, binding, continuing, enforceable and fully-perfected prepetition security interests and liens, or their agents, to the extent they are not junior to the Prepetition Liens have consented to the security interests and priming liens granted pursuant to this Final DIP Order to the Prepetition Agent for the benefit of itself and the Prepetition Lender.

S. Good cause has been shown for immediate entry of this Final DIP Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2), and, to the extent it applies, Bankruptcy Rule 6003, as the Court finds that entry of this Final DIP Order is necessary to avoid immediate and irreparable harm to the Borrowers and Guarantors and their estates.

T. To the extent the Borrowers and Guarantors have not complied with Rule 4001(c)(2), the Court finds good cause to waive that requirement. In particular, the authorization granted herein for the Borrowers and Guarantors to execute the DIP Loan Documents, to use the Senior Cash Collateral, to obtain financing on a final basis, including on a priming lien basis, and

to provide adequate protection of certain interests, is necessary, essential and appropriate to avoid immediate and irreparable harm to the Borrowers and Guarantors and their estates. Entry of this Final DIP Order is in the best interest of the Borrowers' and Guarantors', their estates and creditors. The terms of the DIP Loan Documents (including the Borrowers' and Guarantors' use of the Senior Cash Collateral) are fair and reasonable under the circumstances, reflect the Borrowers' and Guarantors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

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

V. The Debtors stipulate and the Court finds that: in making the decision to finance the Borrowers' and Guarantors' operations through the DIP Facility, in making the decision to permit the Borrowers to use of the Senior Cash Collateral, in administering any loans, in permitting the Debtors to use Cash Collateral, in approving any Seneca Budget or Non-Seneca Budget, or in taking any other actions permitted by this Final Order or the DIP Loan Documents, none of the DIP Agent, the DIP Lender, the Prepetition Agent or the Prepetition Lender, as applicable, shall be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person," "owner or operator" or part of any "control group" with respect to any of the Debtors or the operation or management of any of the Debtors.

W. Based on the foregoing, and upon the record made before this Court at the hearing on the DIP Motion, and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The DIP Motion is approved on a final basis on the terms and conditions set forth in this Final DIP Order. No objections to the DIP Motion have been filed with the Court. Any objections to the DIP Motion made at the DIP Hearing that have not been withdrawn or resolved are hereby overruled on the merits. This Final DIP Order shall become effective immediately upon its entry. To the extent the terms of the DIP Loan Documents or the Interim Cash Collateral Orders are contradicted in any material respect by the terms of this Final DIP Order, this Final DIP Order shall control.

I. Authorization of the Post-Petition Financing and Entry into the DIP Loan Documents.

2. The terms and conditions of the DIP Credit Agreement, once mutually acceptable to the Debtors, the DIP Agent and the DIP Lenders, and not objected to after two (2) business days notice by the Committee or the United States Trustee (the "Final DIP Credit Agreement"), are hereby approved. The Borrowers and Guarantors are hereby authorized to enter into the DIP Loan Documents, including the Final DIP Credit Agreement, and such additional documents, instruments, and agreements as may be reasonably required by the DIP Agent to implement the terms or effectuate the purposes of this Final DIP Order. The Borrowers are hereby authorized to borrow money under the Final DIP Credit Agreement and Guarantors are hereby authorized to guaranty such borrowings in accordance with the terms of the Guaranty, in the principal amount of up to \$2,030,000 plus interest, fees and other expenses, all in accordance with this Final DIP Order, the Final DIP Credit Agreement and the other DIP Loan Documents.

3. The Borrowers and Guarantors are hereby authorized and directed to pay on demand all fees, expenses and other amounts payable under the terms of the Final DIP Credit Agreement, including, without limitation, all of the fees and reasonable out-of-pocket costs and expenses of the DIP Agent and DIP Lender in accordance with the terms of the Final DIP Credit Agreement (including, without limitation, reasonable fees and disbursements of counsel to the DIP Agent and the fees and expenses of the financial advisors advising the DIP Agent). None of

such fees, costs and expenses shall be subject to Court approval or United States Trustee fee guidelines for payment of fees and expenses, and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with the Court, but each professional shall provide copies of detailed invoices (which may be redacted in part to preserve attorney-client privilege) to counsel for the Debtors, the United States Trustee, and counsel for the Committee. In addition, the Borrowers and Guarantors are hereby authorized and directed to jointly and severally indemnify and hold harmless the DIP Agent and the DIP Lender and each of their respective affiliates and each of their respective officers, directors, employees, agents, advisors, representatives and professionals (each, an "Indemnified Party") against the liabilities provided for, and to the extent set forth in, the DIP Loan Documents. All such unpaid fees, expenses and indemnities of the DIP Agent shall constitute DIP Obligations and shall be secured by the DIP Collateral and afforded all of the priorities and protections afforded to the DIP Obligations under this Final DIP Order and the DIP Loan Documents.

4. Upon execution and delivery of the DIP Loan Documents, the DIP Loan Documents shall constitute valid, binding and continuing obligations of the Borrowers and Guarantors, enforceable against each Borrower and Guarantor party thereto in accordance with the terms thereof as modified by this Final DIP Order. No obligation, payment, transfer or grant of security under the DIP Loan Documents or this Final DIP Order shall be stayed, restrained, voided, voidable, or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any defense, reduction, setoff, recoupment or counterclaim.

5. All loans made to or for the benefit of the Borrowers and Guarantors on or after the date hereof under the DIP Loan Documents, all interest thereon from the date(s) of the making thereof, and all fees, costs, expenses, indemnification obligations and other liabilities owing by the Borrowers and Guarantors to the DIP Agent and the DIP Lender under the DIP Loan Documents and this Final DIP Order shall hereinafter be referred to as the "DIP Obligations." The DIP Obligations: (i) shall be evidenced by the books and records of the DIP Agent or the DIP Lender (absent manifest error); (ii) shall bear interest payable at the rates set

forth in the Final DIP Credit Agreement; (iii) shall be secured in the manner specified in Paragraph 19 below; (iv) shall be payable in accordance with the terms of the DIP Loan Documents; and (v) shall otherwise be governed by the terms set forth herein and in the DIP Loan Documents.

6. Prior to the execution and delivery of the Final DIP Credit Agreement by all parties thereto, (i) the DIP Agent and the DIP Lender shall have no obligation to lend money under the DIP Facility and (ii) the Borrowers shall not be authorized to use any Cash Collateral, and the Prepetition Agent and the Prepetition Lender shall not have given or be deemed to have given their consent to the use of any Cash Collateral, to fund any expenses exclusively related to Clinton, including any expenses designated under the Non-Seneca Budget as Clinton expenses; however, the Debtors shall be authorized to use the Cash Collateral (exclusive of the Sponsor Support Account) to fund the expenses provided for in Paragraphs 8 and 9 of this Final DIP Order (other than expenses exclusively related to Clinton), and the Prepetition Agent and the Prepetition Lender shall receive the Adequate Protection Liens and Adequate Protection Priority Claims provided for in this Final DIP Order (other than liens on the Clinton Collateral).

II. Authorization to Use the DIP Facility and Senior Cash Collateral.

7. Subject to the terms and conditions set forth in this Final DIP Order and in the DIP Loan Documents, on the first Business Day following the Court's entry of this Final DIP Order and all other conditions precedent to final disbursement under the Final DIP Credit Agreement have occurred or been waived (including execution and delivery of the Final DIP Credit Agreement):

- (a) the Borrowers may use the Senior Cash Collateral (including the Sponsor Support Account) as provided for herein; and
- (b) the Borrowers may request disbursement of the DIP Facility to the bank accounts of one or more of the Borrowers so long as such accounts are subject to the control of the DIP Agent and may use the proceeds of the DIP Facility, all as provided for

herein, including the requirement that the Borrowers exhaust the Senior Cash Collateral prior to the use of proceeds of the DIP Facility.

8. Upon authorization to use the Senior Cash Collateral and the proceeds of the DIP Facility provided for in Paragraph 7, Seneca is hereby authorized to use such funds for its general corporate and working capital requirements and capital expenditures (including, without limitation, Seneca's ongoing administrative expenses in its chapter 11 case), in each case in accordance with the budget for Seneca (the "Seneca Budget") for the Budget Period. The Seneca Budget is attached hereto as Exhibit 1.

9. Upon authorization to use the Senior Cash Collateral and the proceeds of the DIP Facility provided for in Paragraph 7, the Subject Debtors are hereby authorized to use such funds for their respective general corporate and working capital requirements and capital expenditures (including, without limitation, each Subject Debtor's ongoing administrative expenses in its respective chapter 11 case), in each case in accordance with the budget for the Subject Debtors (the "Non-Seneca Budget") for the Budget Period. The Non-Seneca Budget is attached hereto as Exhibit 2. The Seneca Budget and the Non-Seneca Budget attached hereto shall supersede and replace any prior Seneca Budget(s) and Non-Seneca Budget(s) filed with this Court, specifically including any prior Seneca Budget(s) and Non-Seneca Budget(s) attached to or referenced in the Interim Cash Collateral Orders.

10. The Seneca Budget and Non-Seneca Budget reflect, on a line-item weekly basis, the Borrowers' anticipated aggregate cash receipts and aggregate necessary and required expenses for the Budget Period for Seneca and the Subject Debtors, respectively. For each four-week rolling period during the Budget Period: (i) the aggregate actual disbursements by Seneca or the Subject Debtors, as applicable, during such period of determination must be no greater than 110% of the corresponding aggregate amount of projected disbursements for such period as set forth in the applicable Seneca Budget or Non-Seneca Budget, and (ii) the aggregate actual cash receipts collected by Seneca or the Subject Debtors, as applicable, during such period of determination shall not be less than 90% of the aggregate amount of projected cash receipts for

such period as set forth in the applicable Seneca Budget or Non-Seneca Budget. During such four-week rolling period, Seneca and the Subject Debtors may carry-forward positive variances and balances within line items of their respective budgets and reallocate such variances and balances between other line items and other periods in either the Seneca Budget or the Non-Seneca Budget. Notwithstanding the foregoing, line items for professional fees and expenses may be carried forward by Seneca and the Subject Debtors to any week within the Budget Period under the Seneca Budget and the Non-Seneca Budget.

11. The Borrowers' chief restructuring officer shall have the authority to propose amendments and modifications to the Seneca Budget and the Non-Seneca Budget from time to time. Amendments and modifications to the Seneca Budget and the Non-Seneca Budget may only be made with the advance written consent of the DIP Agent and the Prepetition Agent.

12. The Borrowers shall provide the DIP Agent, the Prepetition Agent and the Committee, so as to actually be received within three (3) business days following the end of each week, draft weekly line-by-line variance reports for the immediately preceding weekly period and on a cumulative basis from the Petition Date to the report date, comparing actual cash receipts and actual cash disbursements to cash receipts and cash disbursements forecasted in the applicable Seneca Budget or Non-Seneca Budget for such period, together with an explanation for such variance. The Borrowers shall provide the DIP Agent, the Prepetition Agent and the Committee, so as to actually be received within five (5) business days following the end of each week, final versions of such reports.

13. Without limiting the generality of the other provisions of this Final DIP Order and the DIP Loan Documents, all of the deposit accounts of each of the Debtors, and all of the moneys and funds on deposit therein from time to time, shall be part of the DIP Collateral and shall be (i) subject to the DIP Liens securing the DIP Obligations, and (ii) subject to the security interests and liens securing the repayment of the Senior Cash Collateral Claims. To the extent such deposit accounts and/or the money and funds on deposit therein from time to time were part of the Prepetition Collateral, such deposit accounts and/or the money and funds shall continue to

be subject to the Prepetition Liens and the Adequate Protection Liens. Debtors are authorized and directed to enter into deposit account control agreements with any financial institution holding any of the Debtors' deposit accounts, which control agreements shall be reasonably acceptable to, and shall be in favor of the DIP Agent and the Prepetition Agent as secured parties to perfect all such liens (pursuant to this Final DIP Order, the entry into deposit account control agreements shall not be necessary to perfect such liens). Each of the Borrowers and Guarantors shall promptly deposit all revenue, collections, proceeds and other moneys, as and when received (including any funds held in any Debtors' name in any deposit account as of the entry of this Final DIP Order to the extent any such deposit account is not subject to an appropriate deposit account control agreement) into deposit accounts that are subject to both a perfected lien in favor of the DIP Agent and the Prepetition Agent as secured parties as provided for in this Paragraph and otherwise provided for herein (and if required by the DIP Agent and the Prepetition Agent, also subject to appropriate deposit account control agreements).

14. Subject to the Carve-Out and other provisions of this Final Order, all financial institutions in which the Debtors' accounts are located are authorized and directed (i) to comply with any request of the DIP Agent and/or the Prepetition Agent to turn over to such Agent without offset or deduction of any kind the net cash proceeds from any use, sale, lease, license or other disposition of any portion of the DIP Collateral outside of the ordinary course of business (collectively, the "Net Sales Proceeds") to be applied pursuant to the General Waterfall and Clinton Waterfall provided for herein, (ii) to comply with any request of the DIP Agent and/or the Prepetition Agent to turn over to such Agent without offset or deduction of any kind any and all amount representing any insurance proceeds or any judgments or awards or other compensation paid in connection with any casualty or condemnation events involving any portion of the DIP Collateral (collectively, the "Casualty and Condemnation Proceeds") to be applied pursuant to the General Waterfall and Clinton Waterfall provided for herein, and (iii) to comply with any request of the DIP Agent and/or the Prepetition Agent to turn over to such Agent without offset or deduction of any kind all funds of any kind in any and all such deposit

accounts following any Event of Default under the DIP Facility and the expiration of the five (5) business day notice period provided for in Paragraph 43(c) hereof.

15. Each of the Debtors shall use all moneys available to it in its deposit accounts from time to time excluding any Net Cash Proceeds and any Casualty and Condemnation Proceeds but including any and all moneys representing the Senior Cash Collateral and the proceeds of the DIP Facility, each as disbursed for the Borrowers' usage in accordance herewith, only to pay the expenses associated with operating the Debtors' businesses and administering their chapter 11 cases in accordance with the terms of this Final DIP Order, the Seneca Budget and the Non-Seneca Budget, as applicable.

16. Further, each of the Debtors shall: (i) provide the DIP Agent, the Prepetition Agent and the Committee with such financial reports as may reasonably be requested by such agents, including the financial reports required in the DIP Loan Documents or Prepetition Loan Documents and rolling 13-week reports of projected cash flows compared against the applicable Seneca Budget and Non-Seneca Budget line items; and (ii) deliver to the DIP Agent, the Prepetition Agent and the Committee and their counsel a copy of each monthly operating report filed in the Debtors' chapter 11 cases as required by applicable law.

17. Subject to the agreement of the DIP Agent, the Prepetition Agent and the Debtors regarding simplifications of the Debtors' cash management system, for current cash management purposes and pursuant to the Order (a) Approving Continued Use of Existing Cash Management Systems, (b) Authorizing Use of Prepetition Bank Accounts and Check Stock, (c) Waiving the Requirements 11 U.S.C. § 345(b) on an Interim Basis, and (d) Granting Administrative Expenses Status to Post Petition Intercompany Transactions (the "Cash Management Order") [Docket No. 20], at the beginning of each week during the Budget Period, Sterling Bank, as Accounts Bank, shall transfer the anticipated cash need in such week's Seneca Budget and Non-Seneca Budget, to the extent available, to the Local Operating Account (as that term is defined in the Cash Management Order) for use by the Borrowers consistent with this Final DIP Order.

18. Except as expressly set forth herein, nothing in the Seneca Budget, the Non-Seneca Budget or this Final DIP Order shall be deemed or construed as: (i) a finding or admission as to the validity of any claim relating to a budgeted amount; (ii) an agreement or promise by any party in interest to pay any such budgeted claim; or (iii) a waiver of the rights of any party in interest to contest any such claim.

III. Grant of Superpriority Claims and Priming Liens to Secure DIP Obligations.

19. As security for the full and timely payment of the DIP Obligations by the Borrowers and Guarantors, the DIP Agent, for the benefit of the DIP Lender, is hereby granted, subject to execution and delivery of the Final DIP Credit Agreement and subject to the Carve-Out:

(a) Superpriority Claims – Pursuant to section 364(c)(1) of the Bankruptcy Code, an allowed claim in the chapter 11 cases of the Borrowers and Guarantors having priority over any and all administrative expenses, adequate protection claims, diminution claims and all other claims of against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503 and 507 of the Bankruptcy Code, and over any and all administrative expenses or other claims of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, but not limited to, Bankruptcy Code sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546, 726, 1113 and 1114 or otherwise, including those resulting from the conversion of any of the chapter 11 cases pursuant to section 1112 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment (the “Superpriority Claims”);

(b) Liens on Unencumbered Assets – Pursuant to section 364(c)(2) of the Bankruptcy Code, valid, enforceable, fully perfected first priority senior security interests in and senior liens upon all prepetition and postpetition assets of the Borrowers and Guarantors, whether now existing or hereafter acquired or arising, including, without limitation, all present and future accounts receivable, inventory, general intangibles, chattel paper, real property,

leaseholds, fixtures, machinery and equipment, deposit accounts, cash, investments, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property as well as a pledge of all equity interests in each Borrower (other than Biosource Fuels) and Guarantor, all inter-company notes or inter-company receivables due to each Borrower or Guarantor and all other instruments of each Borrower or Guarantor, and the proceeds of avoidance actions under sections 502(d), 544, 545, 547, 548, 549, 550, and 553 of the Bankruptcy Code in each Borrower's and Guarantor's chapter 11 case (the "Avoidance Action Proceeds") and any and all rents, issues, products, offspring, proceeds and profits generated by any of the foregoing (collectively, the "DIP Collateral").

(c) Liens on Encumbered Assets – Pursuant to section 364(c)(3) of the Bankruptcy Code, valid, enforceable, fully perfected security interests in and liens upon the DIP Collateral which are junior to the Senior Permitted Liens. The term Senior Permitted Liens does not include any security interests or liens that, as of the Petition Date, are junior to the Prepetition Liens. The term Senior Permitted Liens shall include the Clinton Liens,⁶ provided that, such Clinton Liens shall be subordinated and primed pursuant to section 364(d)(1) of the Bankruptcy Code as provided for below to the extent of the Clinton Priming Expenditures.

(d) Priming Liens on Encumbered Assets – Pursuant to section 364(d)(1) of the Bankruptcy Code, valid, enforceable, fully perfected first priority senior priming security interests in and senior priming liens upon the DIP Collateral. The first priority senior priming

⁶ "Clinton Liens" are defined as the security interests and liens on the assets of Clinton and Clinton Holding, and on the equity interests in Clinton Holding and Seneca Holding held by Biosource Fuels, granted by Clinton, Clinton Holding and Biosource Fuels to the Indenture Trustee to secure the Convertible Notes and other obligations and liabilities under the Convertible Notes Indenture. The assets of Clinton, Clinton Holding and Biosource Fuels subject to the Clinton Liens are referred to as the "Clinton Collateral". The definition of "Clinton Liens" shall specifically exclude any purported liens securing the Convertible Notes and other obligations and liabilities under the Convertible Notes Indenture: (i) on the equity of any entities other than Clinton, Clinton Holding or Seneca Holding; (ii) on the assets of any entities other than Clinton and Clinton Holding; and (iii) on any equity in or assets of any entities directly or indirectly owned or controlled by Biosource Fuels other than Clinton and Clinton Holding.

security interests in and senior priming liens upon the DIP Collateral shall include liens on the Clinton Collateral in an amount equal to the Clinton Priming Expenditures.⁷

Subject to the priorities set forth in this Paragraph 19 and to the Carve-Out, each of the Borrowers and Guarantors shall assign and convey as security, grant a security interest in, hypothecate, mortgage, pledge and set over unto the DIP Agent on behalf of the DIP Lender all of the right, title and interest of the Borrowers and Guarantors in all of the DIP Collateral. The security interests and liens granted in this Paragraph 19 are defined as the "DIP Liens".

20. Upon entry of one or more orders of this Court authorizing the sale of all or substantially all of the DIP Collateral pursuant to sections 363 or 1123 of the Bankruptcy Code, if a particular order for the sale of DIP Collateral does not also include the transfer of all avoidance actions under sections 502(d), 544, 545, 547, 548, 550, and 553 of the Bankruptcy Code related to the assets sold by the respective debtor, then the DIP Agent and the Prepetition Agent shall release their liens and claims on related avoidance actions that are not sold so that such avoidance actions retained by the Debtors' estates can be held by them free and clear of the DIP Liens, the Superpriority Claims, the Adequate Protection Liens and the Adequate Protection Priority Claims (all as defined below). All proceeds of avoidance actions under section 549 of the Bankruptcy Code, including related actions under section 550, shall remain subject to the DIP Liens, the Superpriority Claims, the Adequate Protection Liens and the Adequate Protection Priority Claims.

⁷ "Clinton Priming Expenditures" is defined as the sum of the following clauses (i) and (ii) at any applicable time, provided that, notwithstanding anything to the contrary contained herein, in determining the outstanding amount of the Clinton Priming Expenditures on any date, in the event that there were prior distributions to the DIP Agent or the Prepetition Agent on account of the Clinton Priming Expenditures the amount of the Clinton Priming Expenditures shall be calculated taking into effect all such prior distributions:

- (i) the amount expended by the Borrowers from May 22, 2009 through the date of such calculation for expenses specifically related to Clinton, including expenses that are designated under the Non-Seneca Budget (as modified from time to time) as Clinton expenses; *plus*
- (ii) Fifteen percent of the amount expended by the Borrowers from May 22, 2009 through the date of such calculation for all expenses under the Non-Seneca Budget (as modified from time to time) that are not designated as Clinton expenses.

21. Any causes of action the Debtors' estates may hold against current or former officers and directors of any of the Debtors that are not also avoidance actions under sections 502(d), 544, 545, 547, 548, 549, 550, and 553 of the Bankruptcy Code are expressly excluded from the DIP Liens and Adequate Protection Liens and shall not serve as a source of repayment for the Superpriority Claims or Adequate Protection Priority Claims.

22. The DIP Liens and the Adequate Protection Liens shall not be subject to challenge and shall attach and become valid, binding, continuing, enforceable, fully-perfected and non-avoidable by operation of law as of the Petition Date without any further action by the Borrowers and Guarantors, the DIP Agent, the DIP Lender, the Prepetition Agent, the Prepetition Lender or any other person, and without the necessity of execution by the Borrowers or Guarantors, 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. All Collateral shall be free and clear of other liens, claims and encumbrances, except the Prepetition Liens, the Clinton Liens, the Senior Permitted Liens, the Permitted Liens (as defined in the Prepetition Credit Agreement) and the Adequate Protection Liens.

23. The Borrowers and Guarantors, upon the request of the DIP Agent or the Prepetition Agent shall and are hereby authorized to execute and deliver to the DIP Agent, the DIP Lender, the Prepetition Agent and the Prepetition Lender all such agreements, financing statements, instruments and other documents as any such party may reasonably request to evidence, confirm, validate or perfect the DIP Liens or the Adequate Protection Liens granted pursuant hereto. Further, the Debtors and Guarantors are authorized and directed to do and perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution of additional security agreements, pledge agreements, control agreements, mortgages and financing statements), and shall pay fees and expenses that may be required or necessary for the Debtors' performance under the DIP Loan Documents, including, without limitation, (i) the execution of any further DIP Loan Documents and (ii) the payment of the fees, costs and other expenses described in the DIP Loan Documents as such become due, if

any. The DIP Agent, DIP Lender, Prepetition Agent and Prepetition Lender shall each be authorized to file and record, in their discretion, any such documents with respect to any DIP Collateral or Prepetition Collateral identified by such party. All such recorded documents shall be deemed to have been filed or recorded as of the Petition Date.

IV. Provisions Related to the Use, Sale, Lease, License or Other Disposition of the DIP Collateral

A. Retention of Financial Advisor and Chief Restructuring Officer

24. The Debtors have retained pursuant to Court approval and shall continue to retain Ocean Park Advisors as a financial advisor ("Financial Advisor") to assist the Debtors in fulfilling their duties under this Final DIP Order, including the preparation of appropriate budgets and reports, as well as assisting the Debtors with the sale and marketing of their assets. The identity of the Financial Advisor shall be reasonably acceptable to the DIP Agent and the Prepetition Agent and shall be on terms reasonably acceptable to the DIP Agent and the Prepetition Agent. The DIP Agent and the Prepetition Agent consent to: (i) the continued retention of Ocean Park Advisors as the Debtors' Financial Advisor, and (ii) the terms of such retention.

25. The Debtors have retained and shall continue to retain a chief restructuring officer to oversee, among other things, Seneca's operations, the sale and marketing of the Seneca Plant, the sale and marketing of the Debtors' other assets and the Debtors' compliance with this Final DIP Order. The identity of the chief restructuring officer shall be reasonably acceptable to the DIP Agent and the Prepetition Agent and shall be on terms reasonably acceptable to the DIP Agent and the Prepetition Agent. The DIP Agent and the Prepetition Agent consent to: (i) the appointment and continued retention of Brent King as the Debtors' chief restructuring officer, and (ii) the terms of such appointment. To the extent that the Debtors' board of directors votes to replace Mr. King as chief restructuring officer, the Debtors shall file an appropriate motion with the Court informing the Court of such change and requesting the appointment of a replacement chief restructuring officer subject to the conditions contained in this Paragraph 25.

B. Consent Rights Related to the Sale, Lease, License or Other Disposition of the DIP Collateral

26. Material portions of the DIP Collateral may not be sold, leased, licensed or otherwise disposed of outside the ordinary course of business without an order of this Court in form and substance acceptable to the affected Borrowers and Guarantors and the DIP Agent, the DIP Lender, the Prepetition Agent and the Prepetition Lender and without the prior written consent of the DIP Agent, the DIP Lender, the Prepetition Agent, and the Prepetition Lender, which consent may be withheld by each of them in its sole discretion.

27. None of the provisions of this Final DIP Order or the DIP Loan Documents shall be construed under any circumstances to limit the rights or ability of the Debtors under the Bankruptcy Code to: (i) seek Court approval of the sale, lease, license or other disposition of any portion of the DIP Collateral, including for a fee or other consideration by a toll or in a joint venture pending the disposition of the DIP Collateral during the Budget Period; (ii) make determinations regarding the conduct of the auction consistent with the provisions of the Bid Procedures; (iii) make any determinations in connection with any related matters, and to otherwise exercise its fiduciary duties to all parties in interest in connection therewith; and (iv) seek funding for a plan of reorganization or liquidation in respect of some or all of the Debtors.

28. None of the provisions of this Final DIP Order or the DIP Loan Documents shall be construed under any circumstances to limit the rights or ability of the DIP Agent, the DIP Lender, the Prepetition Agent or the Prepetition Lender to object to any such use, sale, lease, license or other disposition of any portion of the DIP Collateral or any related matters, including the conduct of the auction, on any grounds available to them, whether or not arising under this Final DIP Order or the DIP Loan Documents, the Bankruptcy Code or otherwise applicable law, and to take such other actions as any of them deem appropriate, including declaring an Event of Default under the DIP Loan Documents or this Final DIP Order.

C. Mechanics of the Auction of the DIP Collateral

29. Pursuant to the mechanics for a potential sale, lease, license or other disposition of the DIP Collateral agreed to between the Debtors, the DIP Agent and the Prepetition Agent, the Debtors have done, or covenant to do, or cause to be done, the following:⁸

(a) The Financial Advisor shall convene bi-weekly meetings with the DIP Agent, the Prepetition Agent and the Committee and their financial advisors to update them on the progress and status of the contemplated sale of the Seneca Plant, the Debtors' other assets, and any related sale issues. For the avoidance of doubt the meetings will include: (i) discussions of the timing and procedures for conducting management presentations and providing tours of the Seneca Plant and other assets of the Debtors to potential buyers that execute appropriate confidentiality agreements, (ii) receiving and evaluating written expressions of interest with respect to the Seneca Plant and other assets of the Debtors from potential buyers, in each case, in form and substance customary with respect to sales of assets similar to such assets, and (iii) determining, in consultation with the DIP Agent and the Prepetition Agent, the highest or best offer to acquire, lease, license or otherwise dispose of the DIP Collateral.

(b) The Debtors, as of May 1, 2009, with the assistance of the Financial Advisor, have and will continue to: (i) contact potential buyers for the Seneca Plant and the other DIP Collateral, (ii) prepare and circulate appropriate confidentiality agreements to potential buyers, and (iii) provide access to the data room and distribute an offering memorandum and other marketing materials to potential buyers that execute an appropriate confidentiality agreement.

(c) By no later than July 3, 2009, the Debtors shall: (i) enter into an agreement with the highest or best offer to acquire the Seneca Plant and the other DIP Collateral, (ii) file a motion pursuant to 11 U.S.C. § 363 to sell, lease, license or otherwise dispose of the DIP Collateral, to the bidder or bidders selected through the Bid Procedures (as defined below) and

⁸ The following dates are subject to modification by the Court to accommodate its schedule so long as the schedule adopted by the Court is reasonably similar to the deadlines agreed to below by the Debtors, the DIP Agent and the Prepetition Agent.

approved by the Court (the "Winning Bidder") for all cash or cash equivalent consideration (except for the credit bid rights specified below) the: (x) the Seneca Plant and the other DIP Collateral free and clear of all liens, claims and interests (other than the assumed obligations), and (y) to assume and assign all of the associated licenses, intellectual property and other executory contracts requested by the Winning Bidder, and (iii) file a motion to approve bid procedures, reasonably acceptable to the DIP Agent and the Prepetition Agent, that will govern the auction of the Seneca Plant and the other DIP Collateral (the "Bid Procedures"). The Bid Procedures shall expressly provide that the Debtors and their estates agree that the DIP Agent on behalf of the DIP Lender shall have the unqualified right to credit bid and may credit bid up to the full amount of the DIP Obligations (with no set-offs, reductions or other defenses) for any DIP Collateral and that the Debtors, and subject to Paragraph 48 of this Final DIP Order, the Debtors' estates agree, that the Prepetition Agent on behalf of the Prepetition Lender, shall have the unqualified right to credit bid and may credit bid up to the full amount of the Prepetition Obligations (with no set-offs, reductions or other defenses) for any Prepetition Collateral (and to the extent of the liens in favor of the Prepetition Agent, the DIP Collateral). In the case that the credit bid from either or both the DIP Agent or the Prepetition Agent is selected by the Debtors as the highest or best offer to acquire, lease, license or otherwise dispose of the DIP Collateral or the Prepetition Collateral, then such agent(s) shall become the Winning Bidder.

(d) By no later than July 31, 2009, the Debtors shall receive an order from the Court: (a) approving the Bid Procedures in a form reasonably acceptable to the DIP Agent and the Prepetition Agent and (b) establishing an auction of the Seneca Plant and the other DIP Collateral, which shall be conducted by the Debtors using their reasonable discretion, as to the rules and procedures for such auction (unless otherwise expressly stated in the Bid Procedures) for the purpose of selecting the Winning Bidder by no later than August 24, 2009 (the "Auction").

(e) By no later than August 31, 2009, the Debtors shall receive an order from the Court authorizing the sale of the Seneca Plant and all or part of the DIP Collateral to the

Winning Bidder or Winning Bidders and authorize the assumption by Seneca of the licenses and executory contracts identified by the Winning Bidder and the assignment of the same to the Winning Bidder, if applicable (in form and substance acceptable to the Debtors, the DIP Agent and the Prepetition Agent, the "Sale Order"). Prior to the selection of the Winning Bidder or Winning Bidders, the Debtors shall consult with the DIP Agent, the Prepetition Agent and the Committee in an effort to determine the highest or best bid for the Seneca Plant and the other DIP Collateral received.

(f) The sale, lease, license or other disposition of the Seneca Plant and the other DIP Collateral to the Winning Bidder or Winning Bidders and the assignment of the designated licenses and executory contracts to the appropriate parties shall close no later than five (5) business days after the Sale Order becomes a Final Order.⁹

30. The Debtors (including, without limitation, Technologies and Biosource America) have agreed to, are presently obligated to (under Paragraph 20 of the First Interim Cash Collateral Order) and shall remain obligated to pursuant to this Final DIP Order, and hereby do, agree that if the Auction or other disposition of the Seneca Plant results in: (i) a recovery to the DIP Agent on behalf of the DIP Lender and the Prepetition Agent on behalf of the Prepetition Lender of less than the full amount of the then outstanding DIP Obligations and Prepetition Obligations, or (ii) the DIP Agent, the DIP Lender, the Prepetition Agent or the Prepetition Lender or one of their designees is the Winning Bidder or is otherwise the acquirer of the Seneca Plant, then each Debtor shall consent: (i) to the assumption by Seneca of the License Agreement between Technologies and Seneca, dated May 1, 2007 (as may have been amended or

⁹ For purposes of this Final DIP Order, a "Final Order" is an order or judgment of this Court or other court of competent jurisdiction with respect to the subject matter (a) that has not been reversed, stayed, modified or amended and as to which (i) any right to appeal or seek certiorari, review, reargument, stay or rehearing has been waived or (ii) the time to appeal or seek certiorari, review, reargument, stay or rehearing has expired and no appeal or petition for certiorari, review, reargument, stay or rehearing is pending or (b) as to which an appeal has been taken or petition for certiorari, review, reargument, stay or rehearing has been filed and (i) such appeal or petition for certiorari, review, reargument, stay or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, review, reargument, stay or rehearing was sought or (ii) the time to further appeal or seek certiorari, further review, reargument, stay or rehearing has expired and no such further appeal or petition for certiorari, further review, reargument, stay or rehearing is pending.

supplemented, the "Seneca License"), and (ii) to the assignment of the Seneca License, which shall remain fully enforceable pursuant to its existing terms, from Seneca to the Winning Bidder, at the Winning Bidder's election and for no consideration for such assignment that is separate and apart from the relevant purchase price of the Seneca Plant. Any assumption and/or assignment of the License Agreement by Seneca shall be upon proper notice and motion filed with the Court. Each of the Debtors shall execute and enter into any further agreement or assignment or such other and further acts as may be required in connection with the assignment and assumption of the Seneca License.

D. Application of Proceeds of DIP Collateral – General Waterfall

31. Except as provided for in Paragraph 32 with respect to the net cash proceeds from any use, sale, lease, license or other disposition of any portion of the Clinton Collateral, the net cash proceeds from any use, sale, lease, license or other disposition of any portion of the DIP Collateral outside of the ordinary course of business shall be distributed to the DIP Agent or, if the DIP Facility has been satisfied in full, then to the Prepetition Agent and shall be applied in the following order of priority (collectively, the "General Waterfall"):

- (a) First, to pay any fees, expenses and accrued interest under the DIP Facility;
- (b) Second, to prepay principal and any other amounts outstanding under the DIP Facility;
- (c) Third, to (x) pay any and all allowed administrative expenses, in respect of the Carve-Out, provided for in the Seneca and Non-Seneca Budgets, and/or (y) to make appropriate reserves for anticipated allowed administrative expenses, in an amount which shall not exceed, in the aggregate, the Carve-Out;
- (d) Fourth, to pay the Prepetition Agent a portion of the Prepetition Obligations under the Prepetition Credit Agreement in an amount equal to the Senior Cash Collateral Claims. The payment of an amount equal to all or a portion of the Senior Cash Collateral Claims shall reduce the outstanding amount of the Senior Cash Collateral Claims and

simultaneously reduce the amount of the Prepetition Obligations by an amount equal to the repayment consistent with applicable bankruptcy law;

(e) Fifth, to the extent that there are net cash proceeds remaining after payment of the items above that are allocated exclusively to DIP Collateral that is not also Prepetition Collateral, then such amounts shall be retained by the applicable Debtors to be used in accordance with the Bankruptcy Code and the orders of the Bankruptcy Court;

(f) Sixth, to pay (or reserve for if the secured claim has not yet been allowed) any allowed secured claim under the Prepetition Credit Agreement pursuant to the Mandatory Prepayment Provisions in section 3.10(e) of the Prepetition Credit Agreement (the allowance of the secured claim, except to the extent there is a Successful Challenge pursuant to Paragraph 48 of this Final DIP Order, shall be limited to a determination of the value of the Prepetition Collateral used, sold, leased, license or disposed of in a relevant transaction); and

(g) Seventh, all excess net cash proceeds remaining after the distributions or reservations provided for in clauses (a) through (f) shall be returned to the applicable Debtors to be used in accordance with the Bankruptcy Code and the orders of the Bankruptcy Court.

E. Application of Proceeds of DIP Collateral – Clinton Waterfall

32. Notwithstanding the provisions of Paragraph 31, to the extent the net cash proceeds from any use, sale, lease, license or other disposition of any portion of the DIP Collateral outside of the ordinary course of business is allocated exclusively to the Clinton Collateral, such proceeds shall be distributed and applied in the following order of priority (collectively, the "Clinton Waterfall"):

(a) First, to the DIP Agent in repayment of the DIP Facility as provided for in clauses (a) and (b) of the General Waterfall, in an amount equal to the Clinton Priming Expenditures;

(b) Second, to the Borrowers to make the payments and fund the reserves specified in clause (c) of the General Waterfall;

(c) Third, to pay the Prepetition Agent a portion of the Prepetition Obligations under the Prepetition Credit Agreement in an amount equal to the Senior Cash Collateral Claims in an amount not to exceed the Clinton Priming Expenditures less any distributions to the DIP Agent pursuant to clause (a) of the Clinton Waterfall. The payment of an amount equal to all or a portion of the Senior Cash Collateral Claims shall reduce the outstanding amount of the Senior Cash Collateral Claims and simultaneously reduce the amount of the Prepetition Obligations by an amount equal to the repayment consistent with applicable bankruptcy law;

(d) Fourth, to pay or reserve for any allowed secured claim of the Indenture Trustee under the Convertible Notes; and

(e) Fifth, all excess net cash proceeds remaining after the distributions or reservations provided for in clauses (a) through (d) shall be returned to the applicable Debtors to be used in accordance with the Bankruptcy Code and the orders of the Bankruptcy Court.

33. Distributions pursuant to either the General Waterfall or the Clinton Waterfall shall be made on a serial basis such that distributions provided in subsequent clause(s) of each waterfall shall only be made with excess proceeds after the satisfaction in full of the distribution requirements of the preceding clause(s). If there are net cash proceeds available for distribution under both the General Waterfall and the Clinton Waterfall on a reasonably contemporaneous basis, then the net cash proceeds distributed pursuant to the Clinton Waterfall shall be distributed first. If there are net cash proceeds available for distribution under the General Waterfall from the proceeds of DIP Collateral that is not also Prepetition Collateral, then the proceeds of such DIP Collateral shall be distributed first.

V. Adequate Protection Provisions

F. Adequate Protection Liens and Claims

34. As adequate protection to the Prepetition Lender for the diminution, if any, in the value of their interests in each Borrower's or Guarantor's property (if and as applicable) resulting from: (i) the priming liens granted to secure the DIP Obligations pursuant to section 364(d)(1) of the Bankruptcy Code; (ii) the use, sale, lease, license or other disposition of the Prepetition

Collateral (including the Cash Collateral) pursuant to section 363(c) of the Bankruptcy Code; and (iii) the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code (any such diminution, the "Adequate Protection Obligations"), the Prepetition Agent, for the benefit of the Prepetition Lender, pursuant to Section 105(a), 361, and 363(e) of the Bankruptcy Code, is granted and shall hereby:

(a) Receive valid, enforceable, fully perfected security interests in and liens upon of the DIP Collateral to secure the repayment of the Senior Cash Collateral Claims, which liens shall only be junior and subordinate to (1) the liens securing the DIP Obligations, (2) the Senior Permitted Liens, and (3) the Carve-Out;

(b) Maintain, subject to the terms of this Final DIP Order, all of its Prepetition Liens, which liens shall only be junior and subordinate to (1) the liens securing the DIP Obligations, (2) the liens securing the repayment of the Senior Cash Collateral Claims, (3) the Senior Permitted Liens, and (4) the Carve-Out;

(c) Receive and maintain, subject to the terms of this Final DIP Order, the replacement security interests and liens granted pursuant to the Paragraph 9 of the First Interim Cash Collateral Order to secure the repayment of the Adequate Protection Obligations in: (i) all of the Prepetition Collateral; (ii) all rents, issues, products, offspring, proceeds and profits generated by the Prepetition Collateral; (iii) all assets of Seneca of the same nature and type as the Prepetition Collateral whether presently owned or hereafter acquired by Seneca; and (iv) Avoidance Action Proceeds relating to Seneca, Biosource Fuels, Biosource America, Technologies and Trade Group; however, such replacement security interests and liens shall be modified such that they are only junior to (1) the liens securing the DIP Obligations, (2) the liens securing the repayment of the Senior Cash Collateral Claims, (3) the Senior Permitted Liens, and (4) the Carve-Out (clauses (a), (b) and (c) are collectively referred to as the "Adequate Protection Liens"); and

(d) Receive and maintain, subject to the terms of this Final DIP Order, the superpriority administrative expense claims under section 507(b) of the Bankruptcy Code in an

amount equal to the Adequate Protection Obligations in each of the Debtor's chapter 11 cases (the "Adequate Protection Priority Claims"), subject only to (i) the Superpriority Claims, and (2) the Carve-Out.

G. Additional Adequate Protection Provisions

35. All of Seneca's books and records and all financing and accounting systems and data related to Seneca (collectively, "Books and Records") shall hereby unequivocally be deemed Seneca's property. Notwithstanding anything in the Interim Cash Collateral Orders to the contrary, the Debtors are not currently required to transition the Books and Records and the computer equipment used to store and access the Books and Records so that they are physically located at Seneca prior to June 30, 2009. The Prepetition Agent reserves the right to direct such a transition in connection with the use, sale, lease, license or other disposition of the Prepetition Collateral.

36. The Borrowers and Guarantors are hereby authorized and directed to pay per invoice all reasonable post-petition fees and expenses of legal counsel and other professionals of the Prepetition Agent or the Prepetition Lender in accordance with the terms of the Prepetition Credit Agreement and the provisions of this Final DIP Order and the Interim Cash Collateral Orders. None of such fees, costs and expenses shall be subject to Court approval or United States Trustee fee guidelines for payment of fees and expenses, and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with the Court, but each professional shall provide copies of detailed invoices (which may be redacted in part to preserve attorney-client privilege) to counsel for the Debtors, the United States Trustee, and counsel for the Committee. All payments of fees and expenses of legal counsel and other professionals of the Prepetition Agent or the Prepetition Lender shall be provisional in nature and subject to being allowed under section 506(b) of the Bankruptcy Code. To the extent such payments are not allowed under section 506(b) of the Bankruptcy Code, and at the time of such disallowance, there is outstanding principal owed by Seneca or any of the other Subject Debtors

under the Prepetition Credit Agreement, such payments shall be applied as payments of principal owed under the Prepetition Credit Agreement.

37. The Prepetition Agent shall be permitted to retain expert consultants and financial advisors at the expense of the Debtors, which consultants and advisors shall be given reasonable access for purposes of monitoring the business of the Debtors and the value of the DIP Collateral. The Debtors shall provide the Prepetition Agent with financial and other reporting as described in the Prepetition Credit Agreement.

38. Seneca and the other Debtor signatories to the Prepetition Loan Documents shall continue to comply with the following sections of the Prepetition Credit Agreement: 7.01(b) (Environmental Matters), 7.01(d)(ii) (Maintenance of the Seneca Plant), 7.01(e) (Payment of Obligations that Could Create Senior Liens) (but only with respect to any material obligations and liabilities of Seneca that if unpaid could result in the creation of a Lien against the Prepetition Collateral (or proceeds thereof) or any other property subject to the Adequate Protection Liens that would be senior to the Adequate Protection Liens or the Prepetition Liens, unless such obligation or liability is subject to a "Contest" (as defined in the Prepetition Credit Agreement)), and 7.01(h) (Preservation of Insurance) of the Credit Agreement.

39. Subject to the terms of Paragraph 48 of this Final DIP Order, until payment in full of all Prepetition Obligations, (i) the Prepetition Liens and the Adequate Protection Liens shall remain valid and enforceable with the same continuing priority as described in this Final DIP Order, and (ii) the Guaranty shall remain valid and continue to be in full force and effect.

40. Subject to the terms of Paragraph 48 of this Final DIP Order, 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 action by the Debtors, the Prepetition Agent or the Prepetition Lender, and without the necessity of execution by any of the Debtors or the filing or recordation, of any financing statements, security agreements, vehicle lien applications, mortgages, or other documents. If the Prepetition Agent hereafter requests that one or more of the Debtors execute and deliver to the

Prepetition Agent financing statements, security agreements, vehicle lien applications, mortgages or other documents reasonably necessary or desirable to further evidence the perfection of the Adequate Protection Liens, each such Debtor is hereby authorized and directed to execute and deliver such financing statements, security agreements, mortgages, collateral assignments, instruments, and documents, and the Prepetition Agent is hereby authorized to file or record such documents in its discretion, in which event all such documents shall be deemed to have been filed or recorded at the time and on the date of entry of this Final DIP Order.

VI. Maturity Date

41. The Debtors' authority to use the proceeds of the DIP Facility shall terminate automatically upon and the Borrowers shall repay any outstanding portion of the DIP Facility, in full, to the DIP Agent in immediately available funds on the earliest of (the "Maturity Date"): (i) either: (x) September 18, 2009 if the Sale Order as defined in the Interim Cash Collateral Order is entered by August 31, 2009, or (y) August 31, 2009 if the Sale Order as defined in the Interim Cash Collateral Order is not entered by August 31, 2009; (ii) the date of acceleration of any outstanding portion of the DIP Facility; (iii) the first business day on which the Final DIP Order expires by its terms or is terminated; (iv) conversion of any Borrower's or Guarantor's chapter 11 case to a case under chapter 7 of the Bankruptcy Code unless otherwise consented to in writing by the DIP Agent and the DIP Lender; (v) dismissal of any Borrower's or Guarantor's chapter 11 case unless otherwise consented to in writing by the DIP Agent and the DIP Lender; and (vi) the effective date of any Borrower's or Guarantor's plan of reorganization. Closing on the sale of the Seneca Plant and other assets of any Borrower or Guarantor pursuant to the Sale Order shall not accelerate the Maturity Date.

42. The authority to use the Senior Cash Collateral shall terminate automatically upon the earliest to occur of (i) the occurrence of one of the events described in Paragraph 41 above; and (ii) the failure by any of the Borrowers or Guarantors to comply with any material provision of this Final DIP Order.

VII. Vacation of the Automatic Stay

43. Notwithstanding section 362 of the Bankruptcy Code, the automatic stay is hereby vacated and modified to the extent necessary to permit the DIP Agent, the DIP Lender, the Prepetition Agent and the Prepetition Lender to exercise, upon the occurrence and during the continuation of any breach of this Final DIP Order or Event of Default, all rights and remedies provided for in this Final DIP Order, the DIP Loan Documents or applicable law, including, without limitation:

(a) without further order of the Court and without the need for filing any motion for relief from the automatic stay or any other pleading: (i) for the DIP Agent to declare the principal of and accrued interest on the outstanding borrowings and claims, if any, in respect of the DIP Facility to be immediately due and payable, (ii) for the DIP Agent to terminate any further commitment to lend to the Borrowers under the DIP Facility, if applicable, and (iii) for the DIP Agent charge the default rate of interest on the outstanding obligations under the DIP Facility;

(b) without further order of the Court and without the need for filing any motion for relief from the automatic stay or any other pleading, the Prepetition Agent, at the direction of the Prepetition Lender, to revoke, in whole or in part, the Borrowers' authority to the use of the Senior Cash Collateral, and upon exercise of such authority, to declare the Senior Cash Collateral Claims to be immediately due and payable;

(c) upon five (5) business days' written notice to counsel to the Borrowers and Guarantors, counsel to the Committee, and the Office of the United States Trustee, take one or more of the following actions, at the same or different times: (i) the DIP Agent may realize on all DIP Collateral and exercise any and all remedies under the Final DIP Order, the DIP Loan Documents or the Bankruptcy Code, including with respect to the DIP Collateral or any part thereof and to set off or seize amounts in any accounts maintained with or under the control of the DIP Agent or DIP Lender, and (ii) the Prepetition Agent may realize on all DIP Collateral and exercise any and all remedies under the Final DIP Order or the Bankruptcy Code, with

respect to the repayment of the Senior Cash Collateral Claims or any part thereof and to set off or seize amounts in any accounts maintained with or under the control of the Prepetition Agent or the Prepetition Lender; and

(d) upon ten (10) calendar days' written notice to counsel to the Borrowers and Guarantors, counsel to the Committee, and the Office of the United States Trustee, if the Borrowers are not able to cure the asserted breach of this Final DIP Order or the asserted Event of Default (i) the DIP Agent may revoke, in whole or in part, the authorization under this Final DIP Order for the Borrowers to use the proceeds of the DIP Facility, and (ii) the Prepetition Agent may revoke, in whole or in part, the authorization under this Final DIP Order for the Borrowers to use the Senior Cash Collateral;

provided, however, during the applicable notice period, the Borrowers and Guarantors and/or the Committee may seek relief from the Bankruptcy Court to re-impose or continue the automatic stay; provided, further, in any hearing after the giving of the aforementioned notice, the only issue that may be raised by any party in opposition thereto being whether, in fact, an Event of Default has occurred and is continuing.

44. The rights and remedies of the DIP Agent, the DIP Lender, the Prepetition Agent and the Prepetition Lender specified in this Final DIP Order are cumulative and not exclusive of any rights or remedies that such entities may have under the DIP Loan Documents, the Prepetition Loan Documents, or otherwise.

VIII. Carve-Out

45. Upon the earliest to occur of the delivery of a notice of default under the Final DIP Credit Agreement or this Final DIP Order to counsel for the Borrowers and Guarantors, counsel to the Committee and the Office of the United States Trustee, or upon the Maturity Date (the "Carve-Out Date"), to the extent unencumbered funds are not available to pay administrative expenses in full, the DIP Liens, Adequate Protection Liens, the Superpriority Claims, and the Prepetition Liens are subject to the payment of the Carve-Out as provided for in this Final DIP Order. For purposes of this Final DIP Order, the term "Carve-Out" shall mean the sum, after

application of any unencumbered cash, of (i) all fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee pursuant to 28 U.S.C. § 1930, (ii) the aggregate amount of any budgeted, accrued but unpaid, professional fees and expenses existing as of the Carve-Out Date (as defined below) of the Debtors and the Committee, to the extent such fees are allowed by order of the Bankruptcy Court, and (iii) those fees, costs and expenses incurred by (x) the Debtors' professionals after the Carve-Out Date and subsequently allowed by order of the Bankruptcy Court in an amount not to exceed \$160,000 and (y) the Committee's professionals after the Carve-Out Date and subsequently allowed by order of the Bankruptcy Court in an amount not to exceed \$50,000 (the amounts provided for in clause (iii) shall not be reduced by any amounts paid to the Debtors' professionals or the Committee's professionals prior to the occurrence of the Carve-Out Date).

46. Prior to the Carve-Out Date, subject to entry of an appropriate order of the Court (in form and substance acceptable to the DIP Agent and the DIP Lender), the Borrowers and Guarantors shall be permitted to use proceeds of the DIP Facility and Senior Cash Collateral to pay compensation and reimbursement of expenses allowed and payable under sections 330 and 331 of the Bankruptcy Code in accordance with the Seneca Budget and the Non-Seneca Budget, as applicable. Following the Carve-Out Date any amounts paid under clauses (i), (ii) or (iii) of Paragraph 45, by any means, will reduce the Carve-Out on a dollar-for-dollar basis. Nothing contained in this Final DIP Order shall be construed to impair the ability of any party to object to any of the fees, expenses, reimbursement, or compensation sought by the professionals retained by any Debtor or the Committee.

IX. Use of DIP Facility and Cash Collateral to Challenge Loans

47. The proceeds of the DIP Facility and the Cash Collateral may not be used: (i) in connection with or to finance any action, suit, arbitration, proceeding, application, motion or other litigation of any type (a) against the DIP Agent, the DIP Lender, the Prepetition Agent and the Prepetition Lender or seek relief that would impair the rights and remedies of such parties under the

DIP Loan Documents, the Prepetition Loan Documents or this Final DIP Order, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or the Committee 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 that would impair the ability of the above parties to recover on the DIP Obligations or the Prepetition Obligations, as applicable, or seeking affirmative relief against the DIP Agent, the DIP Lender, the Prepetition Agent or the Prepetition Lender, or (b) invalidating, setting aside, avoiding or subordinating, in whole or in part, the DIP Liens, the DIP Obligations, the Prepetition Liens or the Prepetition Obligations; (ii) for objecting to or challenging in any way the claims, liens, or interests (including the Prepetition Liens) held by or on behalf of the DIP Agent, the DIP Lender, the Prepetition Agent or the Prepetition Lender; (iii) 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 the DIP Agent, the DIP Lender, the Prepetition Agent or the Prepetition Lender; or (iv) 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 DIP Liens or the Prepetition Liens or any other rights or interests of the DIP Agent, the DIP Lender, the Prepetition Agent or the Prepetition Lender; provided, however, that no more than \$30,000 of the DIP Collateral (including the proceeds of the DIP Facility and the Cash Collateral) may be used by the Committee to investigate (as opposed to asserting any claims or causes of action) the Prepetition Liens and the Prepetition Obligations; provided, further, that nothing herein shall be deemed to limit the use of DIP Facility proceeds or Cash Collateral in respect of any determination under Section 506(a) of the Bankruptcy Code to determine the value of the Prepetition Agent's and the Prepetition Lender's interest in the estate's interest in the Prepetition Collateral to the extent such valuation is related to the use, sale, lease, license or disposition of DIP Collateral and does not involve a determination of the validity, extent, perfection, priority or enforceability of such interest (the "Section 506(a) Determination").

48. The stipulations and admissions contained in this Final DIP Order, including, without limitation, in recital Paragraphs F, G, H, and I of this Final DIP Order, shall be binding on all parties in interest, including, without limitation, each of the Debtors' estates, as applicable, and the Committee, unless, and solely to the extent that, (i) the Committee has timely and properly commenced an adversary proceeding or contested matter (as applicable, in each case subject to the limitations set forth in Paragraph 47 hereof) challenging the amount, validity, extent, amount, perfection, priority, or enforceability of any portion of the Prepetition Obligations or the Prepetition Liens in any Prepetition Collateral, or otherwise asserting any claims or causes of action on behalf of any Debtor's estate against the Prepetition Agent or the Prepetition Lender relating to the Prepetition Obligations, no later than June 30, 2009, and (ii) the Court enters a Final Order ruling in favor of the Committee in any such timely filed adversary proceeding or contested matter (collectively, a "Successful Challenge"). If there is no Successful Challenge (including if the period the Committee has to commence an adversary proceeding or contested matter has lapsed) then, then without further order of the Court, (i) the claims, liens and security interests of the Prepetition Agent and Prepetition Lender shall be deemed to be finally allowed for all purposes in these chapter 11 cases and any subsequent chapter 7 case and shall not be subject to challenge by any party in interest as to validity, extent, amount, perfection, priority, or enforceability or otherwise, and shall not be subject to avoidance, reduction, recovery, set off, offset, recharacterization, subordination (whether equitable, contractual or otherwise), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any other applicable law by any person or entity (including, without limitation, any trustee, successor trustee, examiner or responsible person in these or any subsequent proceedings under the Bankruptcy Code), and (ii) each of the Debtors and their respective estates shall be deemed to have irrevocably waived and released any and all "claims" (as such term is defined in the Bankruptcy Code), counterclaim, cross-claims, causes of action, defenses, offsets, and setoff rights, whether arising in law or in equity, against the Prepetition Agent and the Prepetition Lender and their respective affiliates, agents, attorneys, officers, directors and employees with

respect to the Prepetition Loan Documents or any related transactions or events.

Notwithstanding the foregoing, no party is prevented from seeking a Section 506(a)

Determination after the challenge deadline set forth herein.

X. Release of DIP Agent and DIP Lender.

49. The validity, extent, amount, perfection, priority, or enforceability of any portion of the DIP Obligations or the DIP Liens in any DIP Collateral are not subject to challenge by any person. In addition, each of the Debtors hereby releases and discharges the DIP Agent and the DIP Lender and their respective affiliates, agents, attorneys, officers, directors and employees, from any and all "claims" (as such term is defined in the Bankruptcy Code), counterclaim, cross-claims, causes of action, defenses, offsets, and setoff rights, whether arising in law or in equity, with respect to this Final DIP Order, the DIP Loan Documents and any related transactions or events to either.

XI. Waiver of 11 U.S.C. §§ 506(c), 552 and 726 Rights.

50. The Borrowers and Guarantors have irrevocably waived and have agreed not to assert any surcharge claim or right under section 506(c) of the Bankruptcy Code or otherwise, for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the DIP Agent, the DIP Lender, the Prepetition Agent or the Prepetition Lender upon, the DIP Collateral or the Prepetition Collateral.

51. The Borrowers and Guarantors have irrevocably waived and have agreed not to assert any claim or right under sections 552 or 726 of the Bankruptcy Code or otherwise seeking to avoid the imposition of the liens of the DIP Agent, the DIP Lender, the Prepetition Agent or the Prepetition Lender on any property acquired by any of the Borrowers and Guarantors or any of their estates or to seek to surcharge any costs or expenses incurred in connection with the preservation, protection or enhancement of, or realization by, the DIP Agent, the DIP Lender, the Prepetition Agent or the Prepetition Lender upon, the DIP Collateral or the Prepetition Collateral. In addition, the Prepetition Agent and the Prepetition Lender shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and the "equities of the case"

exception under section 552(b) of the Bankruptcy Code shall not apply to the DIP Agent, the DIP Lender, the Prepetition Agent or the Prepetition Lender.

52. The Borrowers and Guarantors are authorized to make the foregoing waivers of their rights under sections 506(c), 552 and 726 of the Bankruptcy Code, agree not to assert certain claims and rights, and grant of certain rights, including under section 552(b) of the Bankruptcy Code. Furthermore, in no event shall the DIP Agent, the DIP Lender, the Prepetition Agent or the Prepetition Lender be subject to the equitable doctrine of marshaling or any similar doctrine with respect to the Collateral.

XII. 11 U.S.C. § 364(e) Protections.

53. The DIP Agent, DIP Lender, Prepetition Agent and Prepetition Lender have relied on the form of this Final DIP Order in lending money pursuant to the DIP Facility and authorizing the use of Senior Cash Collateral, as applicable. If any or all of the provisions of this Final DIP Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacation or stay shall not affect (i) the validity of any DIP Obligations or Adequate Protection Obligations incurred pursuant to this Final DIP Order or the DIP Loan Documents, or (ii) the validity or enforceability of any claim, lien, security interest or priority authorized or created hereby or pursuant to the DIP Loan Documents with respect to any DIP Obligations or Adequate Protection Obligations. Notwithstanding any such reversal, modification, vacation or stay, any use of Senior Cash Collateral or the incurrence of DIP Obligations or Adequate Protection Obligations by the Borrowers and Guarantors shall be governed in all respects by the provisions of this Final DIP Order and the DIP Loan Documents, and the DIP Agent, the DIP Lender, the Prepetition Agent and the Prepetition Lender shall be entitled to all of the rights, remedies, protections and benefits granted under section 364(e) of the Bankruptcy Code, this Final DIP Order, and the DIP Loan Documents with respect to all uses of the DIP Facility and the Senior Cash Collateral and the incurrence of the DIP Obligations and the Adequate Protection Obligations by the Borrowers and Guarantors.

54. Notwithstanding any such reversal, modification, vacation or stay, the incurrence of any DIP Obligations or Adequate Protection Obligations by any the Borrowers or Guarantors, prior to the actual receipt by the DIP Agent and the Prepetition Agent of written notice of the effective date of such reversal, modification, vacation or stay, shall be governed in all respects by the provisions of this Final DIP Order, and the DIP Agent, the DIP Lender, the Prepetition Agent and the Prepetition Lender shall be entitled to all of the benefits and protections granted pursuant to this Final DIP Order with respect to all such DIP Obligations and Adequate Protection Obligations.

XIII. Miscellaneous Provisions

55. Additional Indebtedness. Except as expressly provided for in this Final DIP Order, while any portion of the DIP Facility (or refinancing thereof), DIP Obligations or Senior Cash Collateral Claims are outstanding, no Borrower or Guarantor shall incur additional indebtedness with claim status equal to or senior to the DIP Obligations, Prepetition Obligations or Adequate Protection Obligations or liens equal to or senior in priority to the DIP Liens, Prepetition Liens or the Adequate Protection Liens.

56. Findings of Fact and Conclusions of Law. This Final DIP Order constitutes, where applicable, findings of fact and conclusions of law and shall take effect and be fully enforceable immediately upon the entry thereof.

57. Authority. The signature of any authorized officer of a Debtor or a Debtor's attorneys, appearing on any one or more of the DIP Loan Documents shall be sufficient to bind such Debtor. No board of directors or other approval from any of the Debtors shall be necessary to be bound to the terms of this Final DIP Order or the DIP Loan Documents.

58. Reservations of Rights. This Final DIP Order and the transactions contemplated hereby shall be without prejudice to (i) the rights of the Prepetition Agent or the Prepetition Lender to seek additional adequate protection, (ii) the rights of the Debtors and the Committee to oppose a request for additional adequate protection, and (iii) the rights of the Debtors to seek the continuing use of Senior Cash Collateral. Nothing contained herein shall be deemed a finding by

the Court, or an acknowledgment by the Prepetition Agent or the Prepetition Lender, that the adequate protection granted herein does in fact adequately protect such party against any diminution in value of their respective interests in the Prepetition Collateral.

59. Waiver of Stay and Binding Obligations. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062, or 9014 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final DIP Order shall be valid and fully effective immediately upon its entry, and, upon such entry, shall be binding upon and inure to the benefit of the DIP Agent, the DIP Lender, the Prepetition Agent, the Prepetition Lender, the debtors, their estates, and their respective successors and assigns (including, without limitation, any trustee, examiner, or responsible person hereinafter appointed as a representative of any of the estates in these or any subsequent proceedings under the Bankruptcy Code).

60. Third Party Beneficiaries. Except as explicitly provided for herein, this Final DIP Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary.

61. Acceptable Forms of Consideration. The DIP Agent, the DIP Lender, the Prepetition Agent and the Prepetition Lender shall not be obligated to accept title to any portion of the DIP Collateral in payment of the indebtedness owed to such party by the Debtors, in lieu of payment in cash or cash equivalents, nor shall any of the DIP Agent, the DIP Lender, the Prepetition Agent and the Prepetition Lender be obligated to accept payment in cash or cash equivalents that is encumbered by any interest of any person or entity other than the DIP Agent, the DIP Lender, the Prepetition Agent and the Prepetition Lender.

62. Survival. The provisions of this Final DIP Order and any actions taken pursuant hereto shall survive the entry of any order: (i) confirming any plan of reorganization in any of the Debtors' chapter 11 cases (and, to the extent not satisfied in full in cash, the DIP Obligations and the Adequate Protection Obligations shall not be discharged by the entry of any such order, pursuant to section 1141(d)(4) of the Bankruptcy Code, each of the Debtors having hereby waived such discharge); (ii) converting any of the Debtors' chapter 11 cases to a chapter 7 case;

or (iii) dismissing any of the Debtors' chapter 11 cases, and the terms and provisions of this Final DIP Order and the liens and claims granted herein shall continue in full force and effect notwithstanding the entry of any such order. Such liens and claims shall maintain their priority as provided by this Final DIP Order and the DIP Loan Documents until all of the DIP Obligations are indefeasibly paid in full and discharged. In no event shall any plan of reorganization be allowed to alter the terms of repayment of any of the DIP Obligations from those set forth in the DIP Loan Documents.

63. Modifications. The Borrowers and Guarantors are hereby authorized, without further order of this Court to enter into agreements with the DIP Agent, the DIP Lender, the Prepetition Agent and the Prepetition Lender providing for (i) modifications to the Seneca Budget and Non-Seneca Budget pursuant to the terms hereof and the Final DIP Credit Agreement; (ii) modifications to the dates provided in Paragraph 29 and any other calendar dates provided for herein; (iii) non-material modifications to the DIP Loan Documents; or (iv) any other modifications to the DIP Loan Documents necessary to conform such documents to the terms of this Final DIP Order.

64. Waiver of Stay Related to Automatic Stay. This Final DIP Order is not subject to the 10-day stay provision of Rule 4001(a)(3) of the Bankruptcy Rules.

65. Master Proof of Claim. The Prepetition Agent on behalf of itself and the Prepetition Lender is authorized (but not required) to file a master proof of claim against any/or and all of the Debtors (the "Master Proof of Claim") on account of the Prepetition Obligations. The Prepetition Agent shall not be required to file a verified statement pursuant to Bankruptcy Rule 2019. If the Prepetition Agent files a Master Proof of Claim against a particular Debtor, then the Prepetition Agent, in each of its capacities under the Prepetition Credit Agreement, and the Prepetition Lender, and each of its respective successors and assigns, shall be deemed to have filed a proof of claim in the amount specified in the Master Proof of Claim against the applicable Debtor arising under the Credit Agreement, and the claims of the Prepetition Agent and the Prepetition Lender, and their respective successors and assigns, named in the Master Proof of

Claim shall be allowed or disallowed as if such entity had filed a separate proof of claim in each of the Debtor's chapter 11 case. The Prepetition Agent shall further be authorized to amend any of the Master Proofs of Claim from time to time to, among other things, reflect a change in the holders of the claims set forth therein or a reallocation among such holders of the claims asserted therein resulting from any transfer of such claims. The provisions set forth in this Paragraph and any Master Proof of Claim filed pursuant to the terms hereof are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party in interest or their respective successors in interest, including, without limitation, the rights of the Prepetition Agent and the Prepetition Lender as the holders of claims against one or more of the Debtors under applicable law.

66. Reservation of Rights Regarding Clinton. Notwithstanding anything to the contrary contained in Final DIP Order, all references to the Clinton Liens on the Clinton Collateral and the validity, extent, amount, perfection, priority, or enforceability thereof are premised upon the non-binding assumptions by the Debtors that the Clinton Liens on the Clinton Collateral are valid, perfected and enforceable. Such assumptions are made by the Debtors for their convenience in structuring the liens, claims and distributions provided for herein and are not made for the benefit of the Indenture Trustee or the Noteholders. Nothing in the Final DIP Order of the DIP Loan Documents shall constitute or be construed by the Court or any other person under any circumstance as an admission by the Debtors, their estates or any other person regarding the validity, extent, amount, perfection, priority, or enforceability of the Clinton Liens on the Clinton Collateral. Each of the Debtors and their respective estates as well as all other persons reserve all of their respective rights to investigate and challenge any and all aspects of the Clinton Liens.

67. Conflicting Orders, Agreements and Pleadings. Except as modified or superseded by this Final DIP Order, the Interim Cash Collateral Orders shall continue in full force and effect notwithstanding entry of this Final DIP Order. To the extent any provision of this Final DIP Order conflicts with any provision of the Interim Cash Collateral Orders, the DIP Motion, the

Prepetition Loan Documents, or the DIP Loan Documents, the provisions of this Final DIP Order shall control to the extent of such conflict.

68. Jurisdiction. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Final DIP Order.

69. Control. The making and administration of the DIP Loan and the consent to the Debtors' use of the Senior Cash Collateral, including taking any actions permitted by this Final Order or the DIP Loan Documents such as approving any Seneca Budget or Non-Seneca Budget, shall not result in the DIP Agent, the DIP Lender, the Prepetition Agent or the Prepetition Lender, as applicable, being deemed to be in control of the operations of the Debtors or to be acting as a "responsible person," "owner or operator" or part of any "control group" with respect to any of the Debtors or the operation or management of any of the Debtors.

Dated: June 24, 2009



The Honorable Kevin Gross
United States Bankruptcy Judge