IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

IN RE:	§	**CASE NO. 10-126533 (BLS)**
	§	
TRICO MARINE SERVICES, INC., *et al.*	§	**(Chapter 11)**
	§	
DEBTORS.	§	**(Jointly Administered)**
	§	
	§	**RE: D.I. 1266, 1278, 1303**
	§	

FINAL ORDER AUTHORIZING USE OF CASH COLLATERAL AND GRANTING ADEQUATE PROTECTION

The Court having considered the Motion for Entry of Interim and Final Orders Pursuant to 11 U.S.C. §§ 361 and 363 Authorizing Debtors to Use Cash Collateral and Granting Adequate Protection to Prepetition Secured Parties (the "Motion or "Cash Collateral Motion")[1] [Dkt No. 1266] filed by the above-referenced debtors and debtors in possession (collectively, the "Debtors"); and on May 23, 2011 having entered an order approving the Motion on an interim basis (the "Interim Order") [Docket No. 1278]; and on June 10, 2011 the Court having considered the Motion on a final basis enters this order as follows (the "Final Order").[2]

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Having considered the Motion, evidence proffered or presented, and arguments of counsel, the Court hereby finds and concludes as follows:

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1 Capitalized terms not defined herein shall have the meaning given to them in the Motion.

2 The Debtors are the following entities (followed by their tax identification numbers): Trico Marine Services, Inc. (72-1252405); Trico Marine Assets, Inc. (72-125404); Trico Marine Operators, Inc. (72-1096124); Trico Marine International, Inc. (72-1403132); Trico Holdco, LLC (20-5743870); Trico Marine Cayman, L.P. (98-0515842). The mailing address for all of the Debtors for the purpose of these Cases is 3200 Southwest Freeway, Suite 2950, Houston, TX 77027.

Jurisdiction and Venue

A. This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. Consideration of the Cash Collateral Motion constitutes a core proceeding as define in 28 U.S.C. § 157(b)(2)(A).

Notice

B. Under the circumstances, the notice given by the Debtors of the Cash Collateral Motion and the Interim Order constitutes due and sufficient notice thereof and complies with Rules 2002 and 4001(b) of the Federal Rules of Bankruptcy Procedures (the "Bankruptcy Rules") and the local rules of this Court. The mailing of a copy of this Final Order by first class mail, postage prepaid, on those entities required under Bankruptcy Rule 4001(d)(1) shall be deemed to constitute compliance with the applicable notice provisions of Bankruptcy Rule 4001 regarding agreements for use of cash collateral.

The Debtors' Chapter 11 Cases

C. The Debtors filed a voluntary petition for relief pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") on August 25, 2010 (the "Petition Date"), thereby commencing the above captioned cases (the "Cases").

D. On September 8, 2010, the United States Trustee (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Committee").

E. On February 25, 2011, the Debtors filed their Joint Plan of Liquidation (as amended and modified, the "Plan") [Dkt. No. 976] and accompanying disclosure statement (as amended and modified, the "Disclosure Statement") [Dkt. No. 975]. On May 19, 2011, the Debtors filed amended versions of the Plan and Disclosure Statement [Dkt. Nos. 1260 and 1259, respectively]. On May 25, 2011, the Debtors filed second amended versions of the Plan and

Disclosure Statement. [Dkt. Nos. 1283 and 1284, respectively]. Also on May 25, 2011, the Court entered an Order approving the Disclosure Statement and accompanying solicitation procedures [Dkt. No. 1286] (the "Disclosure Statement Order"). Pursuant to the Disclosure Statement Order, a hearing to consider confirmation of the Plan is currently scheduled for July 18, 2011 (the "Confirmation Hearing").

8.125% Noteholders' Claims

F. TMS, as borrower, and TMA and TMO, as non-recourse guarantors, owe approximately $202.8 million in face amount under the 8.125% Notes (the "Prepetition Obligations"), secured by, *inter alia,* a lien on (i) the vessels previously pledged under the U.S. Credit Facility, (ii) a $194 million intercompany note between Trico Supply AS and TMO, and (iii) 100% of the equity interests of TMA and TMO. U.S. Bank serves as the indenture trustee (the "Trustee") under the Indenture dated as of May 14, 2009, pursuant to which the 8.125% Secured Convertible Debentures due 2013 (together with the Indenture and any and all guarantees, pledge agreements or other loan documents, the "Prepetition Loan Documents") were issued and are outstanding.

G. The Trustee, on behalf of the 8.125% Noteholders, asserts that prior to the entry of the Interim Order it already held valid, enforceable and allowable liens and claims as defined in § 101 of the Bankruptcy Code as of the Petition Date and that all assets of these estates constitute collateral of the Prepetition Obligations secured by either the prepetition liens or the adequate protection liens and superpriority claims granted by prior orders of this Court. The Debtors and the Committee dispute the foregoing assertion (the "Dispute"). It is the parties' intention to resolve this Dispute pursuant to the terms of the Plan and nothing in this Order shall be construed so as to prejudice any party's position on such Dispute.

H. The Debtors hereby reaffirm and reincorporate into this Final Order the "Debtors' Stipulations" contained in paragraph G of the *Amended Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363(c), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503(b) and 507(a), Fed. R. Bankr. P. 2002, 4001 and 9014 and Del. Bankr. L.R. 4001-2 (I) Authorizing Debtors (A) to Obtain Postpetition Secured DIP Financing (B) to Use Cash Collateral (II) Granting Liens and Providing for Superpriority Administrative Expense Status; (III) Granting Adequate Protection to Prepetition Secured Parties; (IV) Modifying Automatic Stay; and (V) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(b) and (c) ¶ 12(e)* (Sept. 7, 2010) [Dkt. No. 95] (the "Amended Interim Order") as such stipulations are applicable to the Trustee. It is the Committee's position that such stipulations are not binding on the Committee. The Trustee disputes such assertion.

Limited Use of Cash Collateral

I. The Debtors require the use of the cash collateral (as such term is defined by § 363(a) of the Bankruptcy Code) (the "Cash Collateral") of the Trustee in order to conduct the orderly wind-down of their businesses and pay administrative expenses. The Debtors do not have sufficient available sources of working capital or cash to continue the operation of their businesses and pay administrative expenses until confirmation of the Plan without accessing the Cash Collateral. Without such funds, the Debtors will not be able to pay costs and expenses, including, but not limited to, wages, salaries, rent, professional fees, and general and administrative operating expenses, that will arise in the administration of these Cases as the business operations are wound down in an orderly fashion. The Debtors' inability to timely pay the costs and expenses set forth herein will result in immediate and irreparable harm to their estates.

J. The Debtors have requested that the Court permit the use of Cash Collateral to provide funds to be used solely for such purposes set forth in the Budget (as defined below) in order to avoid immediate and irreparable harm to the Debtors' bankruptcy estates which will occur if this Final Order is not approved.

K. Good, adequate, and sufficient cause has been shown to justify the granting of the relief requested herein. The Debtors' use of Cash Collateral on a final basis is necessary to preserve the bankruptcy estates, and will avoid immediate and irreparable harm to the Debtors, their bankruptcy estates and assets, prior to the expiration of the period specified herein.

L. Pursuant to §§ 363(c)(2) and (e) of the Bankruptcy Code, the relief requested in the Motion is hereby **APPROVED AND GRANTED** as described herein.

ORDER

Accordingly, it is therefore **ORDERED**:

1. The Debtors are hereby authorized to use Cash Collateral on a final basis as provided in this Final Order and in accordance with the budget attached hereto as **Exhibit A** (the "Budget"), through and including July 31, 2011 (the "Final Cash Collateral Usage Date"). Nothing herein shall impact the Debtors' right to seek further authorization for use of Cash Collateral after the Final Cash Collateral Usage Date or the right of the Trustee to object to any further use of Cash Collateral. Except for any cash or cash equivalents that are found by the Court by subsequent order not to constitute the Trustee's Cash Collateral, all cash or cash equivalents held by the Debtors at any time shall be used in accordance with the terms of this Final Order notwithstanding any party's challenge of whether such cash or cash equivalents constitutes Cash Collateral of the Trustee.

2. The Debtors shall be permitted to use Cash Collateral to pay expenses, including, without limitation, (a) all allowed professional fees and disbursements incurred by the Debtors

and the Creditors' Committee and (b) United States Trustee Fees, pursuant to 28 U.S.C. § 1930, each to the extent incurred from the date of the Interim Order through the earlier of (x) the Final Cash Collateral Usage Date or (y) the Termination Declaration Date (as defined in paragraph 14), whenever allowed (together, the "Carve-Out"). In addition, the Carve-Out shall also include up to $200,000 for the allowed fees and expenses of Vinson & Elkins LLP, Cahill Gordon and Reindel LLP and Morris, Nichols, Arsht & Tunnell LLP, up to $200,000 for the allowed fees and expenses of AlixPartners, LLC and Evercore Partners retained by the Debtors, and up to $150,000 for the allowed fees and expenses of Kasowitz, Benson, Torres & Friedman LLP, Pachulski Stang Ziehl & Jones LLP, Ro Sommernes Advokatfirma DA, Lugenbuhl, Wheaton, Peck, Rankin & Hubbard and Chanin Capital Partners LLC retained by the Creditors' Committee for fees and expenses incurred after the earlier of (x) the Final Cash Collateral Usage Date or (y) the Termination Declaration Date (as defined in paragraph 14 hereof). For the avoidance of doubt, payment of any amounts on account of any of the Trustee's liens and claims shall be subject and subordinate to payment of the Carve-Out, including as contemplated in paragraph 5(d) hereof and including after the occurrence and continuation of an Event of Default (as defined below) or after the Termination Declaration Date or the Final Cash Collateral Usage Date, as applicable.

3. Notwithstanding anything in the Budget or this Final Order to the contrary, the Trustee reserves its right to object to the allowance of any amounts included in the Carve-Out in connection with interim and final fee application requests made by estate professionals in these Cases.

Adequate Protection

4. The Trustee, on behalf 8.125% Noteholders, is entitled, pursuant to §§ 361 and 363(e) of the Bankruptcy Code, to adequate protection of its interests in the Cash Collateral on

account of the Debtors' use of the Cash Collateral and any other decrease in value of such interests on account of §§ 362 or 363 of the Bankruptcy Code that occurs on account of the Debtors' use of Cash Collateral following the entry of the Interim Order (the "Diminution in Value").

5. As adequate protection to the Trustee, on behalf of the 8.125% Noteholders, for any aggregate Diminution in Value, the Trustee shall be and hereby is granted (on a final basis and without the necessity of the execution or filing by the Debtors or the Trustee of mortgages, security agreements, pledge agreements, financing statements, or otherwise), the following:

(a) Adequate Protection Liens: valid, enforceable, binding, non-avoidable and fully perfected, first priority postpetition security interests in and liens (the "Senior Adequate Protection Liens") on all unencumbered assets or property of the Debtors, including, without limitation, any proceeds or property recovered in connection with the pursuit of claims or causes of action arising under chapter 5 of the Bankruptcy Code (the "Unencumbered Collateral"), which liens shall be senior to any other security interests or liens, subject only to the Carve-Out;

(b) Adequate Protection Junior Liens: fully perfected, second priority postpetition security interests in and junior liens (the "Junior Adequate Protection Liens," and together with the Senior Adequate Protection Liens, the "Adequate Protection Liens") on all encumbered assets of the Debtor (the "Encumbered Collateral," together with the Unencumbered Collateral, the "Collateral") that are secured by valid, enforceable, binding, non-avoidable and fully perfected, first priority security interests, liens and secured claims ("Permitted Liens"), which Junior Adequate Protection Liens shall be senior to any other security interests, liens or claims except the Permitted Liens and the Carve-Out;

(c) Adequate Protection Priority Claim: an allowed superpriority administrative expense claim senior to any and all other administrative expense claims (subject only to the Carve-Out) as provided and to the full extent allowed by §§ 503(b) and 507(b) of the Bankruptcy Code and otherwise (the "Adequate Protection Priority Claims"). The Adequate Protection Priority Claims shall be allowed claims against each Debtor (jointly and severally) and shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof including, without limitation, the Collateral or proceeds therefrom; and

(d) Fees and Expenses: Within ten business days of receipt of a written invoice (redacted to preserve privilege), with a copy provided to the U.S. Trustee, counsel to the Debtors and counsel to the Committee, the Debtors shall pay all reasonable and documented fees and expenses incurred by the Trustee, Dorsey & Whitney LLP and BDO Consulting (collectively, the "Trustee Fees") related to the Trustee's actions arising out of or related to the Debtors and these Cases, provided there has been no written objection based on the reasonableness of such fees and

expenses by the U.S. Trustee, the Debtors or the Committee received by the Trustee within ten business days after their receipt of the foregoing invoice (an "Objection"); *provided, however*, that no Trustee Fees incurred before May 1, 2011 shall be paid by the Debtors until approximately $4.7 million in distributions has been received by the Debtors from Eastern Marine Services Limited ("EMSL"), the Debtors' non-Debtor joint venture. Unless and until a confirmed Plan provides otherwise, all paid Trustee Fees (a) shall be subject to the rights of the Debtors, the Committee or other parties in interest to assert that such payments should be allocated to a reduction of the principal amount of the 8.125% Notes pursuant to § 506(b) of the Bankruptcy Code and (b) shall be deemed to have been paid indefeasibly and shall not be subject to disgorgement solely on account of the Carve-Out. None of the Trustee Fees shall be subject to Court approval or required to be maintained in accordance with the U.S. Trustee Guidelines and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with the Court. If an Objection is timely received, the Debtors shall only be required to timely pay the undisputed amount of the invoice and the Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute.

6. Except to the extent provided herein, nothing in this Final Order impairs or alters the rights or claims of the Trustee under the Prepetition Loan Documents, prior orders of this Court (including (i) the *Amended Interim Order*; (ii) the *Final Order (I) Authorizing Debtors to Obtain Postpetition Secured Debtor in Possession Financing and Use Cash Collateral and (II) Providing Related Relief* [Dkt. No. 936]; and (iii) the *Supplemental Final Order (I) Authorizing Debtors to Obtain Postpetition Secured Debtor in Possession Financing and Use Cash Collateral and (II) Providing Related Relief* (the "Final Cash Collateral Order") [Dkt. No. 1237]) and under applicable state, federal, and bankruptcy law (including rights to adequate protection and to seek further adequate protection), all of which rights and claims are hereby reserved and reincorporated herein by reference.

7. From the date of the Interim Order, no costs or expenses of administration that may be incurred in these Cases shall be charged against the Trustee or any of its respective claims or the Collateral pursuant to §§ 105 or 506(c) of the Bankruptcy Code or otherwise, without the prior written consent of the Trustee, and no such consent shall be implied from any other action, inaction, or acquiescence by the Trustee; *provided, however*, that the Debtors shall

not waive any right to assert a surcharge pursuant to § 506(c) of the Bankruptcy Code for costs and expenses incurred by the Debtors to preserve the collateral of the Trustee prior to the date the Interim Order was entered.

8. The Trustee shall be entitled to all of the rights and benefits of § 552(b) of the Bankruptcy Code, and, the "equities of the case" exception under § 552(b) of the Bankruptcy Code shall not apply to the Trustee with respect to proceeds, product, offspring or profits of any of the Collateral received by the Debtors following the entry of the Interim Order.

9. The Trustee shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Collateral; *provided, however*, that the Trustee agrees to pursue any remedies it may be entitled to against all other assets of the Debtors prior to pursuing remedies against, or seeking to collect against, the proceeds of the 9019 Settlement (as such term is defined in the Final Cash Collateral Order).

10. Notwithstanding the foregoing, in no event shall the Cash Collateral be used directly or indirectly for the payment or reimbursement of any fees, expenses, costs, or disbursements of any of the professionals incurred by the Debtors, the Committee, or any other party in interest in connection with, or otherwise related to, the assertion of or joinder in any counter-claim, action, suit, proceeding, application, motion, objection, defense, or other Claim, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, or similar relief, whether monetary, injunctive, declaratory, or otherwise (a) challenging the Prepetition Obligations, invalidating, setting aside, avoiding, subordinating or recharacterizing, in whole or in part, the Prepetition Obligations and/or the Trustee's liens and security interests, or asserting any other claims or causes of action against the Trustee, including, without limitation, actions under chapter 5 of the Bankruptcy Code or "lender liability" claims

against the Trustee (including, without limitation, prosecuting an objection to, or raising any defenses to, the validity, extent, amount, perfection, priority, characterization or enforceability of any of the Prepetition Obligations or prepetition liens or other rights or interests of the Trustee), (b) preventing, hindering, impairing or delaying, whether directly or indirectly, the rights of the Trustee with respect to enforcement or realization (whether by foreclosure, credit bid, pursuant to the plan, or further order of the Court or otherwise) upon any Collateral, or the Trustee's ability to recover on the Prepetition Obligations, including, without limitation, the recoveries, benefits and other consideration granted to the Trustee, on behalf of the 8.125% Noteholders, pursuant to the Plan. In the event the Debtors' use of Cash Collateral is terminated, no Cash Collateral may be used by any of the Debtors directly or indirectly for the payment or reimbursement of any fees, expenses, costs, or disbursements whatsoever to seek the use of Cash Collateral over the Trustee's objection.

11. The Debtors shall:

(a) Consult with, and obtain the prior written consent of (which consent shall not be unreasonably withheld), the Trustee, prior to making any material payment in settlement of any prepetition claim, or of any postpetition action or proceeding against one or more of the Debtors, and

(b) Use commercially reasonable efforts to provide drafts to counsel to the Trustee of all pleadings relating to use of Cash Collateral, the Plan and Disclosure Statement and asset sales to be filed in these Cases at least two business days before the date such pleadings are filed with this Court.

Additional Adequate Protection

12. As additional adequate protection to the Trustee, on behalf of the 8.125% Noteholders, the Debtors irrevocably agree and the Court hereby orders that if the Debtors

propose an order (without the express written consent of the Trustee) or the Court enters an order (an "Adverse Order") allowing any claim that causes a material negative impact on the value, timing, and/or amount of the consideration projected to be distributed to the various classes of creditors as set forth and estimated in the Plan and Disclosure Statement or that renders the Plan unconfirmable, then the Debtors shall no later than three business days after submission or entry of the Adverse Order withdraw the Plan in accordance with § 8.05 thereof (the "Plan Withdrawal Requirement"), unless the Trustee, in the exercise of its reasonable discretion, agrees to waive the Plan Withdrawal Requirement within three (3) business days of the submission or entry of the Adverse Order (the "Waiver Period").

Events of Default and Termination

13. The occurrence of any of the following events, unless waived by the Trustee in writing, shall constitute an event of default under this Final Order and shall immediately and without further order of this Court terminate the Debtors' use of Cash Collateral if not cured within three (3) Business Days after the Trustee provides notice (the "Cure Period") (which notice may, but is not required to, be included as part of a Termination Declaration (defined below)) to the Debtors of such events (collectively, the "Events of Default"):

(a) the filing of any amendments or modifications to the Plan that are not in a form reasonably acceptable to the Trustee;

(b) the Plan is withdrawn by the Debtors pursuant to § 8.05 of the Plan or otherwise, including, without limitation, because the Plan Withdrawal Requirement is not waived within the Waiver Period by the Trustee;

(c) the filing by the Debtors of any other plan of liquidation that is not acceptable to the Trustee;

(d) the failure by the Debtors to perform, in any material respect, any of the terms, provisions, conditions, covenants, or obligations under this Final Order, including the failure to pay fees or professional fees, costs and expenses when and as provided for under this Final Order;

(e) except as embodied by the Dispute, any lien or security interest created or purported to be created under the this Final Order shall cease to be, or shall be asserted by any Debtor not to be, a valid and perfected lien on or security interest in any Collateral, with the priority required by the herein, as applicable;

(f) the entry of an order by the Court granting relief from or modifying the automatic stay of § 362 of the Bankruptcy Code (i) to allow any creditor to execute upon or enforce a lien on or security interest in any Collateral, or (ii) with respect to any lien of or the granting of any lien on any Collateral to any state or local environmental or regulatory agency or authority, which in either case would have a material adverse effect on the business, operations, property, assets, or condition, financial or otherwise, of the Debtors prior to entry of an order confirming the Plan;

(g) the reversal, vacatur, or modification (without the express prior written consent of the Trustee) of this Final Order;

(h) dismissal of any of the Debtors' cases or conversion of any of the Debtors' cases to chapter 7 cases, or appointment of a chapter 11 trustee or examiner with enlarged powers;

(i) the granting of any motion providing for reconsideration of this Final Order; and

(j) the Debtors' exclusive period to file and solicit acceptances to a plan is terminated or lifted under § 1121 of the Bankruptcy Code.

14. Immediately upon the occurrence and during the continuance of an Event of Default, the Trustee may declare a termination, reduction or restriction of the ability of the Debtors to use any Cash Collateral (any such declaration, shall be referred to herein as a "Termination Declaration"). The Termination Declaration shall be given by facsimile or other electronic means to counsel to the Debtors, counsel to the Committee, and the U.S. Trustee (the earliest date any such Termination Declaration is delivered shall be referred to herein as the "Termination Declaration Date"). During the three (3) Business Day period after a Termination Declaration Date (such period, the "Remedies Notice Period"), the Debtors and the Committee shall be entitled to an emergency hearing before the Court for the purpose of obtaining authorization to use Cash Collateral. During the Remedies Notice Period, the Debtors may use Cash Collateral solely for the payment of payroll and employee benefits immediately due during such Remedies Notice Period and for the Carve-Out. Unless during the Remedies Notice Period the Court orders otherwise and/or determines that an Event of Default has not occurred, at the end of such Remedies Notice Period, the automatic stay shall be lifted with respect to the Trustee, and the Debtors shall no longer have the right to use or seek to use Cash Collateral (except for the Carve-Out) without the prior consent of the Trustee, and the Trustee shall be permitted to exercise all remedies set forth in this Final Order, the Prepetition Loan Documents, or as otherwise authorized under applicable law against the Collateral, without further order of or application or motion to the Court, and without restriction or restraint by any stay under §§ 362 or 105 of the Bankruptcy Code or otherwise, against the enforcement of the liens and security interests in the Collateral or any other rights and remedies granted to the Trustee with respect

thereto pursuant to the Prepetition Loan Documents, this Final Order and applicable law, as applicable.

Miscellaneous

15. This Final Order shall not limit or otherwise alter the rights of the Debtors, the Committee or other parties in interest, except to the extent specifically provided for herein. Nothing included herein shall prejudice, impair, or otherwise affect the Trustee's or other parties in interest rights to seek any other or supplemental relief in respect of the Debtors' bankruptcy estates.

16. In the event any or all of the provisions of this Final Order are hereafter modified, amended or vacated by a subsequent order of this Court or any other court, such modification, amendment or vacatur shall not affect the validity, perfection, priority, allowability, enforceability or non-avoidability of any advances, payments or use of cash whether previously or hereunder, or lien, claim or priority authorized or created hereby. Any liens or claims granted to the Trustee hereunder arising prior to the effective date of any such modification, amendment or vacatur of this Final Order shall be governed in all respects by the original provisions of this Final Order, including entitlement to all rights, remedies, privileges and benefits granted herein

17. The provisions of this Final Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any plan of liquidation in the Debtors' cases; (b) converting any of the Debtors' cases to a case under chapter 7 of the Bankruptcy Code; (c) dismissing any of the Debtors' cases.; (d) discharging any Debtor; or (e) pursuant to which this Court abstains from hearing any of the Debtors' cases. The terms and provisions of this Final Order, including the claims, liens, security interests and other protections granted to the Trustee pursuant to this Final Order, notwithstanding the entry of any such order, shall continue in the Debtors' cases, or following dismissal of the Debtors' cases, and shall

maintain their priority as provided by this Final Order until all Prepetition Obligations have been satisfied as set forth pursuant to the Plan and the confirmation order approving the Plan, both in a form reasonably satisfactory to the Trustee, notwithstanding the termination of the Debtors' authorization to use Cash Collateral.

18. This Final Order shall take effect immediately upon execution hereof, notwithstanding the possible application of Bankruptcy Rules 6004(g), 7062, 9014, or otherwise, and the Clerk of this Court is hereby directed to enter this Final Order on the Court's docket in the Chapter 11 Cases.

19. The provisions of this Final Order shall be binding upon and shall inure to the benefit of the Trustee, on behalf 8.125% Noteholders, and the Debtors and their respective successors and assigns (including, without limitation, any trustee or other fiduciary hereafter appointed for the Debtors or with respect to the Debtors' property).

20. The Court has and will retain jurisdiction to enforce this Final Order according to its terms.

Dated: 6/10, 2011
Wilmington, Delaware

THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE