

EXHIBIT C

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION - DAYTON**

In re:) Chapter 11
)
DT INDUSTRIES, INC., et al.) Case No. 04-_____
) (Jointly Administered)
Debtors.)
) Honorable _____

INTERIM ORDER: (I) AUTHORIZING DEBTOR-IN-POSSESSION TO (A) ENTER INTO POST-PETITION FINANCING AGREEMENT AND OBTAIN POST-PETITION FINANCING PURSUANT TO SECTIONS 105, 361, 362, AND 364 OF THE BANKRUPTCY CODE, AND (B) UTILIZE CASH COLLATERAL PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE; (II) PROVIDING ADEQUATE PROTECTION AND GRANTING LIENS, SECURITY INTERESTS AND SUPERPRIORITY CLAIMS; AND (III) SCHEDULING FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001(c)

Upon the motion (the "Motion") of DT Industries, Inc. and certain of its domestic subsidiaries (collectively, "DT Industries") as debtors and debtors-in-possession (collectively, the "Debtor," or the "Debtors") in cases _____ through _____ for the entry of an Order pursuant to sections 105, 361, 362, 363 and 364 of Title 11 of the United States Code (the "Bankruptcy Code") and Federal Rule of Bankruptcy Procedure 4001 authorizing them to (i) obtain post-petition financing by entering into a certain post-petition financing agreement with Bank of America, N.A., as Administrative Agent (in such capacity, the "Post-Petition Agent"), the lenders parties and the letter of credit issuing bank from time to time parties thereto (collectively, the "Post-Petition Lenders"), subject to the terms and conditions set forth herein and therein, (ii) grant mortgages, security interests, liens and superpriority claims to the Post-Petition Agent for the benefit of the Post-Petition Lenders (including a priority claim pursuant to

¹ The other debtors and debtors-in-possession include the following: Vanguard Technical Solutions, Inc., Mid-West Automation Enterprises, Inc., Mid-West Automation Systems, Inc., Assembly Technology and Test, Inc., Detroit Tool and Engineering Company, Advanced Assembly Automation, Inc., Assembly Machines, Inc., Hansford Manufacturing Corporation, DTI Leominster Subsidiary, Inc., DTI Pennsylvania Subsidiary, Inc., DTI Massachusetts Subsidiary, Inc., DTI Lebanon Subsidiary, Inc., and DT Resources, Inc.

Section 364(c)(1) of the Bankruptcy Code, liens pursuant to Sections 364(c)(2) and (3) of the Bankruptcy Code and priming liens pursuant to Section 364(d) of the Bankruptcy Code), (iii) grant mortgages, security interests, liens and superiority claims in order to provide adequate protection to the Pre-Petition Agent (as hereafter defined) for the benefit of the Pre-Petition Lenders (as hereafter defined), and (iv) requesting, pursuant to Bankruptcy Rule 4001, that an interim hearing (the "Interim Hearing") on the Motion be held by this Court to consider entry of an interim order (x) authorizing the Debtors, on an interim basis, to borrow and obtain letters of credit under the Post-Petition Credit Agreement (as hereafter defined) and this Order of up to \$4,000,000, except as modified by and subject to the limitations of paragraph 1 herein, under the Post-Petition Credit Agreement (as defined hereafter), between the entry of this interim order and the Final Hearing (as defined hereafter), to be used for direct loans and letters of credit for the Debtors and, in accordance with the Post-Petition Credit Agreement, for loans and letters of credit to be used to support the operations and businesses of the Debtors; (y) authorizing the use by the Debtors of cash collateral and (z) granting the adequate protection hereinafter described, (the "Adequate Protection Obligations") and (v) requesting that a final hearing (the "Final Hearing") thereafter be held by this Court to consider entry of an order approving the Post-Petition Financing Documents and authorizing the Debtors to borrow the full amount of the Post-Petition Credit Agreement on a final basis (the "Final Order"), as set forth in the Motion, including the supporting and underlying loan documentation filed with this Court and described in the Post-Petition Credit Agreement and as more fully set forth herein, and upon the proceedings held before this Court and good and sufficient cause appearing therefor,

THE COURT HEREBY FINDS:

A. On May 12, 2004 (the "Petition Date"), the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). The Debtors are

currently operating their businesses and managing their properties as debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner. No official committee of unsecured creditors has been appointed.

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of the Chapter 11 Case is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Pursuant to the Credit Agreement (the "Pre-Petition Credit Agreement") dated as of July 21, 1997 by and between by and among DT Industries, as borrower, and Bank of America, N.A., as administrative agent (the "Pre-Petition Agent") for certain lenders, inclusive of the Pre-Petition Agent (the "Pre-Petition Lenders") (as has been and may be amended, modified, supplemented, or restated, the "Pre-Petition Credit Agreement"), the Pre-Petition Lenders made certain loans to the Debtors to, *inter alia*, fund the Debtors' operations. The Debtors admit that as of the Petition Date (i) the aggregate principal amount of approximately \$30,902,598.43 was outstanding in respect of loans made by the Pre-Petition Lenders to the Debtors pursuant to the Pre-Petition Credit Agreement, plus interest thereon and fees and expenses incurred in connection therewith as provided in the Pre-Petition Credit Agreement and all related documents, and (ii) the Debtors were (y) liable to the Pre-Petition Lenders in the aggregate principal amount of approximately \$1,967,046.00 in respect of letters of credit that remain outstanding as of the Petition Date and that were issued pursuant to the Pre-Petition Credit Agreement, (z) liable to Bank of America, N.A., as issuer of such letters of credit, and the Pre-Petition Lenders, for fees and expenses incurred in connection therewith as provided in the Pre-Petition Credit Agreement (collectively, the "Pre-Petition Indebtedness"). For purposes of this

Order, each of the Post-Petition Loan (as hereafter defined) and Pre-Petition Indebtedness shall include the principal of, and all interest, fees, expenses, and other charges owing in respect of, such loans or indebtedness (including any reasonable attorneys', accountants' and financial advisors' fees or expenses that are chargeable or reimbursable under the relevant agreement relating to such loans or other indebtedness and this Order).

D. To secure the Pre-Petition Indebtedness, the Debtors granted to the Pre-Petition Agent, on behalf of and for the benefit of the Pre-Petition Lenders, pursuant to various security agreements, pledge agreements, mortgages and other agreements, mortgages, pledges, liens on and security interests in all of their personal property and real property, wherever located, then owned or thereafter acquired or arising, including Cash Collateral (as defined hereafter), and the proceeds, products, rents and profits of all of the foregoing (all of the foregoing collateral generally described above, together with all of the proceeds, products, rents and profits thereof shall be referred to herein collectively as the "Pre-Petition Collateral," and such liens shall be referred to herein as the "Pre-Petition Liens").

E. All cash of the Debtors' bankruptcy estates and cash equivalents, whether in the form of cash, negotiable instruments, documents of title, securities, deposit accounts, or in any other form, which represent income, proceeds, products, rents or profits of the Pre-Petition Collateral, or the Post-Petition Collateral (as hereafter defined) that are now in the possession, custody or control of the Debtors, or in which the Debtors will obtain an interest during the pendency of the Chapter 11 Case (collectively, the "Cash Collateral"), are Cash Collateral of the Pre-Petition Lenders. The Pre-Petition Lenders have first priority perfected liens and security interests in the Cash Collateral.

F. The Pre-Petition Liens constitute valid, binding, enforceable and perfected first priority liens and are not subject to avoidance or subordination (except insofar as such liens are subordinated to certain liens permitted by the Pre-Petition Credit Agreement that are valid, binding, enforceable and in existence on the Petition Date, and the Post-Petition Liens, the Adequate Protection Liens, and the Carve-Out (each as hereinafter defined) in accordance with the provisions of this Order) pursuant to the Bankruptcy Code or applicable non-bankruptcy law. The Pre-Petition Indebtedness constitutes legal, valid, and binding obligations of the Debtors enforceable in accordance with its terms, no offsets, defenses or counterclaims to the Pre-Petition Indebtedness exist, and no portion of the Pre-Petition Indebtedness is subject to avoidance or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

G. An immediate and critical need exists for the Debtors to obtain funds in order to continue the operation of their businesses. Without such funds, the Debtors will not be able to pay payroll and other direct operating expenses or obtain goods and services needed to carry on its business and the business during this sensitive period in a manner that will avoid irreparable harm to the Debtors' estates. At this time, the Debtors' ability to finance their operations, and the availability to them of sufficient working capital and liquidity through the incurrence of new indebtedness for borrowed money and other financial accommodations, are vital to the confidence of the vendors, suppliers of other goods and services, and customers of the Debtors, and to the preservation and maintenance of the going concern value of the Debtors' estates.

H. All of the Debtors' assets are subject to the Pre-Petition Liens.

I. The Pre-Petition Lenders have objected to the use of the Pre-Petition Collateral by the Debtors, including the Cash Collateral, except on the terms of this Order. The Debtors are unable to obtain the required funds in the form of unsecured credit or unsecured debt allowable

under Section 503(b)(1) of the Bankruptcy Code as an administrative expense pursuant to Section 364(a) or (b) of the Bankruptcy Code.

J. The Pre-Petition Agent and the Pre-Petition Lenders have indicated a willingness to consent and agree to the Debtors entering into the financing arrangements contemplated by this Order, including the Carve-Out (as hereinafter defined), and the Post-Petition Agent and Post-Petition Lenders are willing to provide the additional financing contemplated herein, all subject to the conditions set forth herein and in the other Post-Petition Financing Documents (as hereinafter defined) and the provisions of this Order assuring that the Post-Petition Liens, the Adequate Protection Liens (each as hereinafter defined), and the various claims, superpriority claims and other protections granted pursuant to this Order and the other Post-Petition Financing Documents will not be affected by any subsequent reversal or modification of this Order or any other order, as provided in Section 364(c) of the Bankruptcy Code.

K. The Post-Petition Agent, each of the Post-Petition Lenders, the Pre-Petition Agent, and each of the Pre-Petition Lenders have acted in good faith in consenting to and in agreeing to provide the post-petition financing contemplated by this Order and the other Post-Petition Financing Documents. The reliance of the Post-Petition Agent, each of the Post-Petition Lenders, the Pre-Petition Agent, and each of the Pre-Petition Lenders on the assurances referred to above is in good faith.

L. Pursuant to the Bankruptcy Code and in light of the foregoing, the Debtors are required to provide adequate protection to the Pre-Petition Agent and the Pre-Petition Lenders for their use of the Pre-Petition Collateral and granting of the priming Post-Petition Liens. The treatment requested by the Debtors for the Pre-Petition Lenders and provided by this Order will minimize disputes and litigation over collateral values, priming liens, use of Cash Collateral, and

the need to segregate the Pre-Petition Collateral and the proceeds thereof from the Post-Petition Collateral (as hereinafter defined) and the proceeds thereof.

M. Notice of the interim hearing on the Motion and this Order has been provided by overnight, hand delivery, facsimile, and/or electronic mail to counsel to the Pre-Petition Agent and the Pre-Petition Lenders, the United States Trustee, and the twenty (20) largest creditors of the Debtors (to the extent the Debtors have contact information for such creditors). In view of the urgency of the relief requested, such notice constitutes sufficient notice under Bankruptcy Rule 4001, and no other notice need be given.

N. Good cause has been shown for the entry of this Order. Among other things, entry of this Order will minimize disruption of the businesses and operations of the Debtors and permit them to meet payroll and other operating expenses, obtain needed supplies, and retain customer and supplier confidence by demonstrating an ability to maintain normal operations. The financing arrangement authorized hereunder is vital to avoid immediate and irreparable harm to the Debtors' estates. Consummation of such financing therefore is in the best interests of the Debtors' estates.

O. The financing and adequate protection arrangements authorized hereunder have been negotiated in good faith and at arm's length among the Debtors, the Post-Petition Agent, the Pre-Petition Agent, each of the Post-Petition Lenders, and each of the Pre-Petition Lenders. The terms of such financing and adequate protection arrangements are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration. As such, the Debtors, the Pre-Petition Agent, the Pre-Petition Lenders, the Post-Petition Agent, and

Post-Petition Lenders are entitled to the protection provided by Section 364(e) of the Bankruptcy Code.

P. The Debtors have requested immediate entry of this Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2). The permission granted herein to allow the Debtors to enter into and execute the Post-Petition Financing Documents and obtain funds thereunder is necessary to avoid immediate and irreparable harm to the Debtors. This Court concludes that entry of this Order is in the best interests of the Debtors, their estates, and their creditors, as the Order's implementation will, among other things, allow for the continued operation and rehabilitation of the existing businesses of the Debtors.

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. The Debtors are hereby authorized to enter into that certain Post-Petition Credit Agreement of even date herewith naming Debtors as Borrowers and Bank of America, N.A., as Administrative Agent, and the Post-Petition Lenders, as the same may be amended from time to time pursuant to the terms of this Order, (the "Post-Petition Credit Agreement") (the Post-Petition Credit Agreement, together with all agreements, documents and instruments executed and delivered pursuant hereto or thereto or in connection herewith or therewith, including the Budget (as defined in the Post-Petition Credit Agreement), this Order, and the Final Order (as hereafter defined), the "Post-Petition Financing Documents") in substantially the form annexed to the Motion and to borrow money and perform their obligations hereunder and thereunder in accordance with and subject to the terms of this Order, and the other Post-Petition Financing Documents. The Debtors are authorized to enter into the Post-Petition Financing Documents and such non-material modifications and amendments to the Post-Petition Financing Documents without further Court order as may be agreed upon in writing by the Debtors, the Post-Petition Agent, and the necessary percentage of the Post-Petition Lenders (as contemplated by the Post-

Petition Credit Agreement), and upon reasonable notice to the Official Committee of Unsecured Creditors (as hereafter defined) if such a committee is appointed. Upon execution and delivery of the Post-Petition Financing Documents, the Post-Petition Financing Documents shall constitute valid and binding obligations of the Debtors, enforceable against the Debtors in accordance with their terms; notwithstanding any other provision of this Order, the Post-Petition Agent, the Post-Petition Lenders, the Pre-Petition Agent, or the Pre-Petition Lenders shall not have any obligations or commitments under the Post-Petition Financing Documents, the Pre-Petition Credit Agreement, or this Order until the conditions precedent provided for in the Post-Petition Credit Agreement have been satisfied.

2. The Debtors shall continue to utilize their cash management system and bank accounts approved in the Cash Management Order in accordance with the Post-Petition Credit Agreement, and all Cash Collateral in the Debtors' accounts, possession, custody or control and which the Debtors may receive in the future shall be deposited only in the accounts at the Pre-Petition Agent (or such other accounts as directed by the Pre-Petition Agent or consented to by the Pre-Petition Agent in writing) (the "Cash Collateral Accounts"). The Cash Collateral Accounts shall be in the name of the Debtors, and the Pre-Petition Agent shall have full dominion and control over such accounts (which shall be immediately restyled as a "debtor-in-possession" accounts in the names of the Debtors) pursuant to terms and provisions acceptable to the Lender Group and the United States Trustee. All Cash Collateral collected by the Debtors shall be immediately and indefeasibly transferred by the Debtors to the Cash Collateral Accounts. The Debtors shall be prohibited from withdrawing funds from the Cash Collateral Accounts except as provided for in the Budget and in the Post-Petition Credit Agreement. The Cash Collateral Accounts shall be maintained for purpose of complying with this Order and shall

be separate from any other accounts of the Debtors that have been established as "debtor-in-possession" accounts. The Debtors shall comply with any orders of the Court in connection with the accounts referenced above. For purposes of this Order, "proceeds" of any collateral shall mean proceeds (as defined in the Uniform Commercial Code) of such collateral as well as (x) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtors from time to time with respect to such collateral, (y) any and all payments (in any form whatsoever) made or due and payable to the Debtors in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of such collateral by any governmental body, authority, bureau or agency (or any person under color of governmental authority), and (z) other payments, dividends, interest or other distributions on or in respect of any such collateral.

3. The Debtors shall be permitted to use the Cash Collateral only in accordance with the Budget and the Post-Petition Credit Agreement. Attached hereto as Exhibit "A" is a budget for the Debtors for the (i) expenditures of Cash Collateral, and (ii) proceeds of the Post-Petition Loans through nine (9) weeks (the "Budget"). The Pre-Petition and Post-Petition Agents have approved the use of Cash Collateral under the Budget. The Debtors agree that no Cash Collateral shall be used to make transfers to insiders of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code, except for the rent payments, salaries, and benefits paid to the current management team, and retention plan payments to the current management team provided for in the Budget to the extent such retention payments are approved by the Bankruptcy Court.

4. The proceeds from any sale of the Companies' assets, other than (i) inventory sold in the ordinary course of business, and (ii) an additional basket for certain limited asset sales not

to exceed \$100,000 in the aggregate, shall be paid first to the Post-Petition Agent for application to the DIP Facility, with a corresponding permanent reduction in the DIP Facility commitment, then to cash collateralize letters of credit issued pursuant to the DIP Facility upon terms and conditions satisfactory to the Post-Petition Agent, and then to the Pre-Petition Agent for application to the Pre-Petition Indebtedness, subject however to the right of the Post-Petition Lenders for recovery of such amounts in the event that on the Maturity Date, the DIP Facility is not paid in full. Additionally all proceeds from the collection of the account receivable from Visteon Corp. (the "Visteon Receivable") shall be paid to the Post-Petition Agent first in an amount equal to \$4,000,000 to cash collateralize the Post-Petition Lenders' commitments to make further loans under the DIP Facility, then any remaining amount thereof shall be used to repay outstanding amounts under the DIP Facility with no reduction in the DIP Facility commitment, and then any further remaining amount thereof shall be used to cash collateralize letters of credit issued pursuant to the DIP Facility, all upon terms and conditions satisfactory to the Post-Petition Agent.

5. From and after the Effective Date through the Termination Date (as defined in the Post-Petition Credit Agreement) and subject to this Order's terms and conditions, the Debtors are hereby authorized to borrow and re-borrow funds pursuant to the terms and provision of this Order and the other Post-Petition Financing Documents. Pursuant to the Post-Petition Financing Documents and subject to the terms and conditions of this Order, the Debtors shall only be permitted to obtain under the Post-Petition Financing Documents, and the Post-Petition Lenders shall be permitted to advance up to \$4,000,000 in Post-Petition Loans, inclusive of an amount up to \$500,000 for letters of credit (the "DIP Facility").

6. Except as expressly set forth herein, payment of the Pre-Petition Indebtedness and Adequate Protection Obligations shall be subordinated to the full and final payment of the Post-Petition Loans. Without limiting the generality of the foregoing, and except as expressly set forth herein, unless and until (i) all outstanding Post-Petition Loans are indefeasibly paid in full in cash, (ii) all other amounts due and owing under the Post-Petition Financing Documents are indefeasibly paid in full in cash (including, without limitation, the Letter of Credit Liability), and (iii) the Post-Petition Credit Agreement and all commitments therein are terminated, under no circumstances shall any holder of Pre-Petition Indebtedness or Adequate Protection Obligations have, with respect thereto, any enforcement rights against, or with respect to, the Pre-Petition Collateral or Post-Petition Collateral or any other rights or remedies that may interfere with or otherwise restrict the rights and remedies of the Post-Petition Agent and the Post-Petition Lender hereunder, under the other Post-Petition Financing Documents or otherwise with respect to the Post-Petition Credit Agreement.

7. As security for all loans, advances, and any and all other indebtedness or obligations, contingent or absolute, which may now or from time to time hereafter be owing by the Debtors to the Post-Petition Agent or the Post-Petition Lenders hereunder or under any of the other Post-Petition Financing Documents (all such loans, advances, indebtedness or obligations, but in all events excluding the Adequate Protection Obligations, the "Post-Petition Loan"), the Post-Petition Agent is hereby granted for the sole benefit of the Post-Petition Agent and the Post-Petition Lenders valid, binding, enforceable, first priority, and perfected Liens (the "Post-Petition Liens") in all currently owned or hereafter acquired property and assets of the Debtors, of any kind or nature, whether real or personal, tangible or intangible, wherever located, now owned or hereafter acquired or arising and all proceeds, products, rents and profits thereof, including,

without limitation, all cash, goods, accounts receivable, inventory, cash-in-advance deposits paid by the Debtors, general intangibles, deposit accounts, real estate, machinery, equipment, vehicles, trademarks, trade names, licenses, causes of action, rights to payment including tax refunds or any tax refund claims, insurance proceeds and tort claims and the proceeds, products, rents and profits of all of the foregoing (all of the foregoing, the "Post-Petition Collateral"), in each case (i) subject only to the Carve-Out; but (ii) senior and superior pursuant to Section 364(d) of the Bankruptcy Code to the Pre-Petition Liens, the Adequate Protection Liens (as hereafter defined), and all other present and future liens in and to the Post-Petition Collateral.

8. As adequate protection in accordance with Sections 363(e) and 364(d) of the Bankruptcy Code, (a) monthly interest shall accrue on the outstanding amount of the Pre-Petition Indebtedness at the rate of interest called for in the Pre-Petition Credit Agreement as if no event of default exists on the first day of each calendar month, except that if there is an Event of Default or a Termination Event under the terms of this Order, the Post-Petition Credit Agreement, or the Post-Petition Financing Documents, then interest on the outstanding amount of the Pre-Petition Indebtedness shall accrue thereafter at the Default Rate (as that term is defined in the Post-Petition Credit Agreement), and (b) the Pre-Petition Agent is hereby granted for the sole benefit of the Pre-Petition Lenders (including Pre-Petition Lenders that are also Post-Petition Lenders) valid, binding, enforceable and perfected liens (subject only to the (a) (i) Post-Petition Liens, and (ii) Carve-Out, and (b) senior and superior liens pursuant to Section 364(d) of the Bankruptcy Code) (the "Adequate Protection Liens") in all Post-Petition Collateral to secure an amount of Pre-Petition Indebtedness equal to the sum of, without duplication, (i) the aggregate diminution, if any, subsequent to the Petition Date, in value of the Pre-Petition Collateral to the extent the value of the Pre-Petition Collateral should ever and/or for any reason

be below the aggregate value of the Pre-Petition Loan, whether by the priming liens and security interest of the Post-Petition Loan, depreciation, use, sale, loss, decline in market price or otherwise, and (ii) the aggregate amount of all Cash proceeds of Pre-Petition Collateral and the aggregate fair market value of all non-cash Pre-Petition Collateral that is applied in accordance with this Order or otherwise in payment of the Post-Petition Loans previously created, Adequate Protection Obligation, or other expenses of the Debtors that are not secured by the Adequate Protection Liens. The Adequate Protection Obligations shall be allocated *pro rata* to the Pre-Petition Indebtedness.

9. As adequate protection in accordance with Sections 363(c) and 364(d) of the Bankruptcy Code, the Debtors (i) shall pay monthly payments to the Pre-Petition Agents, for the benefit of the Pre-Petition Lenders, in an amount equal to the amount of the expenses of the Pre-Petition Lenders, including any fees for attorneys, financial advisors or other agents; and (ii) hereby release, acquit, and forever discharge the Pre-Petition Lenders and their respective directors, officers, representatives, agents, and attorneys from any and all claims, counterclaims, demands, controversies, costs, contracts, debts, sums of money, accounts, reckonings, bonds, bills, damages, obligations, liabilities, objections, actions, and causes of action of any nature, type or description, whether at law or equity, by common law or statute, in contract, for, or otherwise, known or unknown, asserted or unasserted, or suspected or unsuspected.

10. Except as expressly set forth in this Order, the liens granted in this Order shall not be: (i) subject to any Lien that is avoided and preserved for the benefit of the Debtors' estates under Section 551 of the Bankruptcy Code; or (ii) subordinated to or made *pari passu* with any other lien under Section 364 of the Bankruptcy Code or otherwise. To the extent that the Debtors do not have unencumbered cash to pay the items set forth in subsections (a) and (b)

below and in the event of the occurrence and during the continuance of an "Event of Default," or an event that would constitute an Event of Default with the giving of notice or lapse of time or both, the liens and priority claims of the Pre-Petition Lenders shall be subject and subordinate to the aggregate amount not to exceed: (a) the allowed and unpaid professional fees and disbursements incurred by professionals employed by the Debtors pursuant to Section 327 of the Bankruptcy Code, in each case to the extent approved by the Court in the aggregate amount not to exceed, all accrued, unpaid and reasonable professional fees and disbursements owing as of the date of an Event of Default or the date the event occurred that would constitute an Event of Default, plus \$250,000 (collectively, the "Carve-Out"), and (b) the payment of unpaid fees pursuant to 28 U.S.C. § 1930 and any fees payable to the Clerk of the Court. So long as no Event of Default shall have occurred and be continuing, the Debtors will be permitted to pay reasonable compensation and reimbursement of expenses allowed and payable under sections 330 and 331 of the Bankruptcy Code, as the same may be payable; provided however that no amounts under the Carve-Out shall be used for the purpose of: (i) objecting to or contesting in any manner, or in raising any defenses to, the validity, extent, perfection, priority, or enforceability of the Pre-Petition Indebtedness or any liens or security interest with respect thereto, or any other rights or interest of the Pre-Petition Agents or Post-Petition Agents or the Pre-Petition Lenders or Post-Petition Lenders or in asserting any claims or causes of action, including, without limitation, any actions under Chapter 5 of the Bankruptcy Code against the Pre or Post-Petition Agents or the Pre-Petition Lenders or Post-Petition Lenders; (ii) preventing, hindering, or delaying the Post-Petition Agents or Post-Petition Lenders' enforcement of realization upon any of the Collateral; (iii) using cash collateral or selling any collateral except as specifically permitted in the Financing Orders (defined below) or by order of the Bankruptcy

Court; (iv) incurring indebtedness except as permitted by the Financing Orders and Post-Petition Credit Agreement; or (v) modifying the Post-Petition Agents' or Post-Petition Lenders' rights under the Post-Petition Credit Agreement. No proceeds of the Post-Petition Loans shall be used to prosecute proceedings to contest the Pre-Petition Liens which secure the Pre-Petition Loans. So long as no Default or Event of Default shall have occurred and be continuing, the Debtors shall be permitted to pay compensation and reimbursement of expenses allowed and payable under sections 330 and 331 of the Bankruptcy Code, as the same may be due and payable, and the same shall not reduce the Carve-Out.

11. In addition to the superpriority and senior status provided to the Post-Petition Lenders pursuant to Section 364(d)(1) of the Bankruptcy Code and this Order, (i) the Post-Petition Loan shall have priority in accordance with the provisions of Section 364(c)(1) of the Bankruptcy Code over all administrative expenses of the kind specified in Section 503(b) or 507(b) of the Bankruptcy Code ("Superpriority"), subject only to the Carve-Out, and (ii) the Adequate Protection Obligations shall have Superpriority, subject only to the Carve-Out, and the Post-Petition Loan. Except as expressly provided for herein, no costs or administrative expenses which have been or may be incurred in the Chapter 11 Case, or in any other proceeding related thereto, and no priority claims, including, without limitation, any other Superpriority claims, are or will be paid prior to or on a parity with the claims of the Pre-Petition Agent or Pre-Petition Lenders or the Post-Petition Agent or Post-Petition Lenders against the Debtors arising, as applicable, out of the Post-Petition Loan, or Adequate Protection Obligations, or any provision of this Order or with the Liens granted herein and in the other Post-Petition Financing Documents in and to the Post-Petition Collateral.

12. As part of the Post-Petition Loan and pursuant to the terms of the Post-Petition Financing Documents and to the extent necessary, upon expiration of the term of a Letter of Credit issued under the Pre-Petition Credit Agreement, such Letter of Credit may be, but is not required to be, replaced by a new Letter of Credit issued under the Post-Petition Financing Documents (the "Letter of Credit Liability"). If the Maturity Date (as herein defined) occurs prior to the expiration of any Letter of Credit issued under the Post-Petition Financing Documents, each such Letter of Credit shall be replaced and returned by the Debtors to the Post-Petition Agent undrawn and marked "canceled" on or prior to the Maturity Date; or to the extent that the Debtors are unable to replace or return any of the Letters of Credit, such Letters of Credit shall be: (a) secured by a back-to-back letter of credit that is in an amount equal to the greatest amount for which such Letters of Credit may be drawn, plus related fees and expenses, in a form that is satisfactory to the Post-Petition Agent; or (b) cash collateralized in an amount equal to the amount necessary to reimburse the Post-Petition Agent and Post-Petition Lenders for any payments made under such Letters of Credit, plus related fees and expenses ("Cash Collateralization") by the deposit of cash in such amount into an account established by the Debtor under the sole and exclusive control of the Post-Petition Agent ("Letter of Credit Account"), such cash to be remitted to the Debtor upon the expiration, cancellation or other termination or satisfaction of the Debtor's reimbursement obligations.

13. The Post-Petition Loan becomes due and payable, without notice or demand, on the Termination Date, as provided in the Post-Petition Financing Documents. From and after the Termination Date the Debtors shall have no authority under this Order or any other prior Order of this Court to use the Pre-Petition Collateral (including Cash Collateral) of the Pre-Petition Agent or the Pre-Petition Lenders.

14. From and after the Effective Date, the proceeds of the Post-Petition Loan, the issuance of the Letters of Credit, the Pre-Petition Collateral, and the Post-Petition Collateral shall not, directly or indirectly, be used to pay expenses of the Debtors or otherwise disbursed except for: (i) those types of expenses and/or disbursements that are expressly permitted under the Post-Petition Financing Documents; (ii) compensation and reimbursement of expenses allowed by this Court to attorneys, accountants, investment bankers, financial advisors or other professional persons retained by the Debtors; and (iii) amounts due to the Pre-Petition Agent and Post-Petition Agent and/or the Pre-Petition Lenders and Post-Petition Lenders and their accountants, attorneys or other professionals hereunder or under the other Post-Petition Financing Documents or Pre-Petition Credit Agreement, which amounts shall be reasonable, but shall not otherwise be subject to the approval of this Court; provided that the foregoing shall not be construed as consent by the Post-Petition Lenders, the Post-Petition Agent, the Pre-Petition Lenders, or the Pre-Petition Agent to the allowance of any of the amounts referred to in the preceding clauses (i) or (ii) and shall not affect the right of the Pre-Petition Agent or the Pre-Petition Lenders or the Post-Petition Agent and Post-Petition Lenders to object to the allowance and payment of such amounts. No consent by the Post-Petition Agent, any of the Post-Petition Lenders, the Pre-Petition Agent, or any of the Pre-Petition Lenders to any administrative claims, including fees and expenses of professionals, sought to be assessed against or attributed to the Post-Petition Agent, any of the Post-Petition Lenders, the Pre-Petition Agent, or any of the Pre-Petition Lenders, or their respective interests in the Pre-Petition Collateral or the Post-Petition Collateral pursuant to the provisions of Section 506(c) of the Bankruptcy Code or otherwise by, through or on behalf of the Debtor, shall be implied from any action or inaction by the Pre-Petition Agent, the Pre-Petition Lenders, the Post-Petition Agent, or the Post-Petition Lenders or otherwise to

date, or as to any action contemplated herein or in the Post-Petition Financing Documents. Except as set forth in the first sentence of this paragraph, none of the Pre-Petition Lenders, the Post-Petition Lenders, the Pre-Petition Agent or the Post-Petition Agent have consented or agreed to any use of the proceeds of the Post-Petition Loan, Pre-Petition Collateral, or the Post-Petition Collateral.

15. None of the Pre-Petition Collateral, the Post-Petition Collateral, the Pre-Petition Lenders or the Post-Petition Lenders shall be subject to (i) surcharge pursuant to Section 506(c) or section 105(a) of the Bankruptcy Code or otherwise by the Debtors or any other party in interest; or (ii) the equitable doctrine of marshaling.

16. The automatic stay extend under Bankruptcy Code Section 362(a) shall be and hereby is modified to the extent necessary to permit the Pre-Petition Agent, for the sole benefit of the Pre-Petition Lenders, and the Post-Petition Agent, for the sole benefit of the Post-Petition Lenders: (i) to retrieve, collect, and apply payments and proceeds in respect of the Pre-Petition Collateral and the Post-Petition Collateral in accordance with the terms and provisions of this Order and the other Post-Petition Financing Documents; and (ii) to take any action or commit any act to enforce the rights and remedies of the Post-Petition Lenders under the terms hereof and the Post-Petition Financing Documents.

17. Notwithstanding anything herein or in the other Post-Petition Financing Documents, the Debtors shall no longer, under the authority granted by this Order, the Post-Petition Credit Agreement, or the Post-Petition Financing Documents, be authorized to borrow funds hereunder or under the other Post-Petition Financing Documents, or to use Cash Collateral, and any obligation of the Post-Petition Lenders to make loans or advances or issue Letters of Credit hereunder or under the other Post-Petition Financing Documents shall cease, upon the

earliest to occur of any of the following events (any such event shall be referred to as a "Termination Event" and the date of any such event shall be referred to as the "Termination Date"):

- (i) material non-compliance by any Debtor with any of the terms or provisions of this Order;
- (ii) failure by the Debtors to make the payments required by this Order;
- (iii) any Event of Default shall have occurred and be continuing beyond any applicable cure period (if any), and any notice required (if any) pursuant to the Post-Petition Financing Documents to cause the Post-Petition Loan to become due and payable shall have been given; and
- (iv) the Maturity Date (as defined herein).

18. All obligations and commitments of the Pre-Petition Agent, Post-Petition Agent, the Pre-Petition Lenders, and the Post-Petition Lenders under the Post-Petition Credit Agreement shall terminate at the earliest of the following (the "Maturity Date"): (i) the stated termination date as set forth in the Post-Petition Credit Agreement; (ii) the date of the entry of an Order pursuant to section 363 of the Bankruptcy Code approving the sale of all or substantially all of the Debtors' assets; (iii) the effective date of any plan of reorganization; (iv) conversion of the Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code; (v) without the prior written consent of the Post-Petition Agent, the appointment of a chapter 11 trustee or of a responsible officer or an examiner; (vi) dismissal of the Chapter 11 Case; or (vii) an Event of Default shall have occurred and be continuing beyond any applicable grace period (if any) under the Post-Petition Credit Agreement and (vii) collection of the Debtors of the Vistcon Account Receivable.

19. Notwithstanding the occurrence of the Termination Date, any dismissal of any of the Debtors' bankruptcy cases, or anything herein to the contrary, all of the rights, remedies, benefits and protections provided to the Pre-Petition Agent and the Pre-Petition Lenders and Post-Petition Agent and Post-Petition Lenders under this Order shall survive the occurrence of the Termination Date or any dismissal of any of the Debtors' bankruptcy cases. Upon the Termination Date, the principal of and accrued interest and fees and all other amounts owed to the Pre-Petition Agent and Pre-Petition Lenders and the Post-Petition Agent and Post-Petition Lenders hereunder or under the other Post-Petition Financing Documents shall be immediately due and payable, and the Pre-Petition Agent and the Pre-Petition Lenders and the Post-Petition Agent and the Post-Petition Lenders shall have all other rights and remedies provided in the Pre-Petition Credit Agreement and the Loan Documents (as defined in the Pre-Petition Credit Agreement) and the Post-Petition Financing Documents. Notwithstanding anything herein, upon and following the Effective Date, no amounts, or the proceeds of the Post-Petition Loan, or the proceeds of Pre-Petition Collateral or the Post-Petition Collateral, or of the Carve-Out, shall be used for the purpose of: (i) pursuing an objection to, contesting in any manner, or in raising any defenses to, the validity, extent, perfection, priority, or enforceability of the Pre-Petition Indebtedness or any liens or security interest with respect thereto, or any other rights or interest of the Pre-Petition Agent or Post-Petition Agent or the Pre-Petition Lenders or Post-Petition Lenders or in prosecuting or asserting any claims or causes of action, including, without limitation, any actions under Chapter 5 of the Bankruptcy Code against the Pre-Petition Agent or Post-Petition Agent or the Pre-Petition Lenders or Post-Petition Lenders; (ii) preventing, hindering, or delaying the Post-Petition Agent or Post-Petition Lender's enforcement of realization upon any of the Post-Petition Collateral; (iii) using cash collateral or selling any

collateral except as specifically permitted in this Order; (iv) incurring indebtedness except as permitted by this Order and Post-Petition Credit Agreement; or (v) modifying the Post-Petition Agent's or Post-Petition Lenders' rights under the Post-Petition Credit Agreement.

20. The findings contained in paragraphs C, D, E and F above, the repayment of the Pre-Petition Indebtedness contemplated in this Order, and all other provisions of this Order, shall be binding upon the Debtors immediately and upon all other parties in interest without defense, claim, or counterclaim of any kind, including without limitation, the Debtors, the Official Committee of Unsecured Creditors (the "Committee") should such a committee be appointed, and any other statutory committees appointed in the Chapter 11 Case, unless (a) a party in interest (other than the Debtors but including the Committee and any other statutory committee appointed in the Chapter 11 Case) has filed an adversary proceeding, objection, or other contested matter (subject to the limitation set forth below) challenging the amount, validity, enforceability, perfection, priority, or unavoidability solely as to the Pre-Petition Indebtedness or the Lenders' Pre-Petition Liens on the Pre-Petition Collateral in respect thereof, or otherwise asserting any claims or causes of action against the Pre-Petition Agent or the Pre-Petition Lenders on behalf of the Debtors' estates, if filed by any party other than the Committee no later than that date that is seventy-five (75) days after the Effective Date (as hereafter defined), or if filed by the Committee, no later than the date that is sixty (60) days after the date upon which such Committee is appointed (the "Investigation Period") with respect to any challenge relating to the Pre-Petition Indebtedness or the Lenders' Pre-Petition Liens on the Pre-Petition Collateral, or otherwise relating to any claims or causes of action against the Pre-Petition Agent or the Pre-Petition Lenders, and (b) the Court rules in favor of the plaintiff in any such timely filed adversary proceeding, objection, or other contested matter and such ruling becomes a final order.

If no such adversary proceeding, objection, or other contested matter is commenced during the Investigation Period, (i) the repayment of the Pre-Petition Indebtedness shall be deemed final and infeasible, not subject to subordination and otherwise unavoidable, and not subject to defense, counterclaim, or offset of any kind, (ii) the Pre-Petition Indebtedness shall constitute allowed claims, not subject to subordination and otherwise unavoidable, for all purposes in the Debtors' Bankruptcy Cases and any subsequent Chapter 7 case, (iii) the Pre-Petition Liens on the Pre-Petition Collateral shall be deemed legal, valid, binding, perfected, not subject to defense, counterclaim, offset of any kind, subordination and otherwise unavoidable, and (iv) the Pre-Petition Agent, the Pre-Petition Lenders, the Pre-Petition Indebtedness, the Pre-Petition Credit Agreement and Loan Documents, and the Lenders' Pre-Petition Liens on the Pre-Petition Collateral shall not be subject to any other or further challenge by any party in interest seeking to exercise the rights of the Debtor's estates, including without limitation, any successor thereto.

21. Notwithstanding any other provision of this Order, in the event that the Debtors possess any cash collateral during the pendency of these chapter 11 cases that is not subject to the interests of the Pre-Petition Lenders or the Post-Petition Lenders, such cash collateral shall be used (or deemed to have been used) by the Debtors prior to the use of any Cash Collateral. Additionally, to the extent that any cash collateral, Pre-Petition Collateral, or Post-Petition Collateral is determined to be free of the interests of the Pre-Petition Lenders or the Post-Petition Lenders, at anytime during the pendency of these chapter 11 cases, such cash collateral, Pre-Petition Collateral, or Post-Petition Collateral or the proceeds of or from such Pre-Petition Collateral or Post-Petition Collateral, shall be used (or deemed to have been used) by the Debtor prior to the use of any Cash Collateral.

22. If after an Event of Default, the Pre-Petition Agent, the Post-Petition Agent, the Pre-Petition Lenders, or the Post-Petition Lenders, at any time, choose to exercise any of their respective rights and remedies hereunder or under applicable law in order to effect repayment of the Post-Petition Loan or the Adequate Protection Obligations, or to receive any amounts or remittances due hereunder, including without limitation, foreclosing upon and selling all or a portion of the Pre-Petition Collateral or the Post-Petition Collateral, the Pre-Petition Agent, the Post-Petition Agent, the Pre-Petition Lenders and the Post-Petition Lenders need not seek prior Court approval to exercise such rights and remedies as to all or such part of the Pre-Petition Collateral and the Post-Petition Collateral. The Pre-Petition Agent, the Pre-Petition Lenders, the Post-Petition Agent, and the Post-Petition Lenders shall be entitled to apply the payments or proceeds of the Pre-Petition Collateral and the Post-Petition Collateral in accordance with the provisions of this Order and the Post-Petition Credit Agreement, and in no event shall the Pre-Petition Agent or the Post-Petition Agent, any of the Pre-Petition Lenders or Post-Petition Lenders be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Pre-Petition Collateral or Post-Petition Collateral or otherwise. Relief from the automatic stay so as to allow the Post-Petition Agent to act in accordance with and pursuant to this paragraph is hereby granted and the Post-Petition Agent may so act without further order of this Court.

23. The Debtors shall not at any time during these chapter 11 cases grant liens in the Pre-Petition Collateral, the Post-Petition Collateral, or any portion thereof, to any other parties pursuant to Section 364 of the Bankruptcy Code or otherwise, which liens are senior, or on a parity with the liens of the Pre-Petition Agent, the Pre-Petition Lenders, the Post-Petition Agent, or the Post-Petition Lenders therein (except as explicitly permitted by the Post-Petition Financing

Documents and this Order). Except in accordance with the terms of this Order and of the Post-Petition Financing Documents, the Debtors shall be enjoined and prohibited from (i) using the Cash Collateral, (ii) using the Post-Petition Collateral, (iii) applying to the Judge for the United States Bankruptcy Court for the Southern District of Ohio Western Division – Ohio for an order authorizing the use of the Pre-Petition Agents' other Pre-Petition Lenders' or the Post-Petition Agents' or Post-Petition Lenders' Cash Collateral or Post-Petition Collateral.

24. The Debtors shall execute and deliver to the Pre-Petition Agent, the Pre-Petition Lenders, the Post-Petition Agent, and the Post-Petition Lenders all such Agreements, financing statements, instruments and other documents as the Pre-Petition Agent and Post-Petition Agent or any of the Pre-Petition Lenders and Post-Petition Lenders may reasonably request to evidence, confirm, validate or perfect the liens granted pursuant hereto. All liens granted herein to secure repayment of the Post-Petition Loan and Adequate Protection Obligations, shall pursuant to this Order be, and they hereby are, deemed perfected, and no further notice, filing or other act shall be required to effect such perfection; provided, however, if the Pre-Petition Agent or Post-Petition Agent shall, in their sole discretion, choose to file such mortgages, financing statements, notices of liens and security interests and other similar documents, all such mortgages, financing statements or similar instruments shall be deemed to have been filed or recorded at the time and on the date of entry of this Order.

25. Without limiting the rights of access and information afforded the Pre-Petition Agent, the Pre-Petition Lenders, and the Post-Petition Agent, and the Post-Petition Lenders under the Post-Petition Financing Documents, the Debtors shall permit representatives, agents and/or employees of the Pre-Petition Agent and Post-Petition Agent to have reasonable access to their premises and their records during normal business hours (without unreasonable interference

with the proper operation of the Debtors' business) and the Debtors shall cooperate, consult with, and provide to such persons all such non-privileged information as they may reasonably request.

26. The Debtors shall promptly reimburse the Pre-Petition Agent and the Post-Petition Agent for their reasonable fees, costs, and expenses, including without limitation reasonable fees and expenses of counsel and financial advisors, incurred in and relating to the negotiation and preparation of the Post-Petition Financing Documents and in the Bankruptcy Cases.

27. The provisions of this Order shall be binding upon and inure to the benefit of the Pre-Petition Agent, the Post-Petition Agent, each of the Pre-Petition Lenders, and each of the Post-Petition Lenders, and the Debtors and their respective successors and assigns (including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors, or with respect to the property of the estate of the Debtors).

28. For purposes of this Order, the "Effective Date" shall be the date upon which this order is signed.

29. Based on the findings set forth in paragraphs K, L, N and O of this Order and in accordance with Section 364(e) of the Bankruptcy Code, which is applicable to the post-petition financing arrangement contemplated by this Order, in the event any or all of the provisions of this Order are hereafter modified, amended or vacated by a subsequent order of this or any other Court, no such modification, amendment or vacation shall affect the validity and enforceability of any lien or priority authorized or created hereby. Notwithstanding any such modification, amendment or vacation, any claim granted to the Pre-Petition Agent, the Pre-Petition Lenders, the Post-Petition Agent, or the Post-Petition Lenders hereunder arising prior to the effective date of such modification, amendment or vacation shall be governed in all respects by the original

provisions of this Order, and the Pre-Petition Agent, the Pre-Petition Lenders, the Post-Petition Agent, or the Post-Petition Lenders, as the case may be, shall be entitled to all of the rights, remedies, privileges and benefits, including the liens and priorities granted herein, with respect to any such claim.

30. The Debtors are hereby authorized to do and perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution of additional security agreements, mortgages and financing statements) and to pay fees and expenses which may be required or necessary for the performance of the Debtors under the Post-Petition Financing Documents, including, without limitation: (i) the execution of the Post-Petition Financing Documents, and (ii) the payment of the fees and other expenses described in the Post-Petition Financing Documents as such become due, including, without limitation, agent fees, commitment fees, letter of credit fees and facility fees and reasonable attorneys', financial advisers' and accountants' fees and disbursements as provided for in the Post-Petition Financing Documents.

31. The obligations of the Debtor with respect to the Post-Petition Loan and the Letter of Credit Liability shall not be discharged by the entry of an order confirming a plan of reorganization in these chapter 11 cases and, pursuant to Section 1141(d)(4) of the Bankruptcy Code, the Debtor has waived such discharge.

32. The Debtors shall, on or before _____, 2004, serve by United States mail, first class postage prepaid, copies of the Motion, this Order, and a notice of the hearing (the "Final Hearing Notice") to be held on _____, 2004 at _____ p.m. to consider entry of the proposed Final Order on: (a) the Office of the United States Trustee; (b) the Office of the United States Attorney for the Southern District of Ohio; (c) counsel to the Pre-Petition Agent

and Pre-Petition Lenders; (d) counsel for the official committee of unsecured creditors if any; and (e) the parties listed on the Master Service List. The Final Hearing Notice shall state that any party in interest objecting to the entry of the proposed Final Order shall file written objections with the United States Bankruptcy Court Clerk for the Southern District of Ohio Western Division no later than _____ p.m. on _____, 2004, which objections shall be served so that the same are received on or before _____, 2004 by:

- (a) Winstead Seclrest & Minick P.C., 5400 Renaissance Tower, 1201 Elm Street, Dallas, Texas, 75270, Attention: C. Mark Brannum, Counsel to Post-Petition Agent, Pre-Petition Agent, Post-Petition Lenders and Pre-Petition Lenders;
- (b) Thompson Hine, LLP, Attention: Lawrence Burick, 2000 Courthouse Plaza NE, 10 West Second Street, Dayton, Ohio 45202;
- (c) the Office of the United States Trustee, _____;
- (d) Katten, Muchin, Zavis, Rosenman, 2029 Century Park East, Suite 2600, Los Angeles, CA 90067, Attention: Julia W. Brand, Debtor's Counsel;
- (e) Katten, Muchin, Zavis, Rosenman, 525 W. Monroe St., Suite 1600, Chicago, Illinois 60661-3693, Attention: Kenneth Ottaviano, Debtor's Counsel; and
- (f) Coolidge, Wall, Woomsley, and Lombard, 33 West First Street, Suite 600 Dayton, Ohio 45402.

33. Notwithstanding anything herein, the entry of this Order is without prejudice to, the Pre-Petition Agent, the Pre-Petition Lenders, the Post-Petition Agent, or the Post-Petition Lenders under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right of the Pre-Petition Agent, the Pre-Petition Lenders, the Post-Petition Agent, and the Post-Petition Lenders to (i) request additional adequate protection of their interests in the Pre-Petition Collateral, the Post-Petition Collateral, or relief from or modification of the automatic stay extant under section 362 of the Bankruptcy Code, (ii) request conversion of the Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code, (iii) request appointment of a trustee or

examiner under section 1104 of the Bankruptcy Code; and/or (iv) propose, subject to the provisions of Section 1121 of the Bankruptcy Code, a chapter 11 plan or plans, or (z) any other rights, claims or privileges (whether legal, equitable or otherwise) of the Pre-Petition Agent, the Pre-Petition Lenders, the Post-Petition Agent, or the Post-Petition Lenders.

34. Except as otherwise defined herein, defined terms shall have the meaning ascribed to them in the Post-Petition Financing Documents (as herein defined).

35. This Order shall constitute findings of fact and conclusions of law pursuant to Federal Rule of Civil Procedure 52, made applicable here by Federal Rule of Bankruptcy Procedure 7052, and shall take effect immediately upon execution hereof.

Signed: _____

UNITED STATES BANKRUPTCY JUDGE

DALLAS 1396666510
9766-669 05/12/2004