earliest to occur of: (i) April 17, 2009; (ii) the occurrence of any Event of Default or the Termination Date under the DIP Financing Agreement; or (iii) the date upon which a Transaction is closed as contemplated by the DIP Financing Agreement (the "**Commitment Termination Date**").

15. **Payment from Proceeds of Collateral.** Subject to the rights, if any, of the holders of any Permitted Prior Liens, all products and proceeds of the DIP Collateral (including, for the avoidance of doubt, proceeds from receivables and sales in the ordinary course of business, insurance proceeds, and proceeds of all dispositions of Collateral, whether or not in the ordinary course) regardless of whether such Collateral came into existence prior to the Petition Date, shall be remitted directly (a) first, to the ~~DIP~~Pre-Petition Agent for application to the ~~DIP Obligations~~Pre-Petition Debt outstanding pursuant to the ~~DIP~~Pre-Petition Financing Agreement, (b) second, to ~~any Pre-Petition Debt that remains outstanding following the Roll-Up~~the DIP Agent for application to the DIP Obligations outstanding pursuant to the DIP Financing Agreement and (c) third, to the Term Loan B Agent for application to the Pre-Petition Term Loan B Debt outstanding pursuant to the Pre-Petition Term Loan B Financing Agreements, in each case, in accordance with the terms of this Interim Order and the Intercreditor Agreement.

16. **Disposition of Collateral**. The Debtors shall not (a) sell, transfer, lease, encumber or otherwise dispose of any portion of the DIP Collateral; without the prior written consent of the DIP Secured Parties and to the extent required by the Bankruptcy Code, the Term Loan B Agent (and no such consent shall be implied, from any other action, inaction or acquiescence by the DIP Secured Parties or an order of this Court), except for sales of the Debtors' inventory in the ordinary course of business or except as otherwise provided for in the DIP Financing Agreement and this Interim Order and as approved by the Bankruptcy Court, or (b) assume, reject or assign any

Leasehold Interest (as defined in the DIP Financing Agreement) without the prior consultation with the DIP Agent, except as otherwise provided for in the DIP Financing Agreement.

(a) **Transaction Proceeds; Survival of Protections**. Any and all Net Disposition Proceeds of a Transaction shall be remitted to the DIP Agent within 2 days of Debtors' receipt thereof for application to the ~~DIP Obligations, the~~ unpaid Pre-Petition Debt, the DIP Obligations and the Term Loan B Debt (in that order) in accordance with the terms of the DIP Financing Agreement and this Interim Order and subject to the terms of the Intercreditor Agreement. Unless and until the Pre-Petition Debt, the DIP Obligations and the allowed secured claims of the Pre-Petition Term Loan B Secured Parties is irrevocably repaid in full or have been cash secured to the reasonable satisfaction of the DIP Agent, Pre-Petition Agent or the Term Loan B Agent, as applicable, all commitments under the DIP Financing Agreements to lend have irrevocably terminated, all Letters of Credit have been cash secured as required by the DIP Financing Agreement, the protections afforded to Pre-Petition Secured Parties, the DIP Secured Parties and the Pre-Petition Term Loan B Secured Parties pursuant to this Interim Order, the DIP Financing Agreement or the Term Loan B Agreement, as applicable, and any actions taken pursuant thereto, shall survive the entry of any order confirming a Plan or converting these Cases into Successor Cases, and the DIP Liens, the DIP Superpriority Claim, the Pre-Petition Superpriority Claim and the Pre-Petition Term Loan B Superpriority Claim shall continue in these proceedings and in any Successor Cases, and such Liens, DIP Superpriority Claim, the Pre-Petition Superpriority Claim and the Pre-Petition Term Loan B Superpriority Claim shall maintain their priority as provided by this Interim Order.

17. **Rights and Remedies Upon Commitment Termination Date.**

(a) Any automatic stay otherwise applicable to the Pre-Petition Secured Parties, the DIP Secured Parties and the Pre-Petition Term Loan B Secured Parties is hereby modified so that after the occurrence of the Commitment Termination Date and at any time thereafter upon five (5) business days prior notice of such occurrence, in each case given to each of the Debtors, counsel for the Creditors' Committee, if any, and the U.S. Trustee, the Pre-Petition Secured Parties, the DIP Secured Parties and the Pre-Petition Term Loan B Secured Parties, shall be entitled to exercise their rights and remedies in accordance with the Pre-Petition Financing Agreements, the DIP Financing Agreements and the Pre-Petition Term Loan B Financing Agreements, subject to the terms of the Intercreditor Agreement. Immediately following the giving of notice by the DIP Agent of the occurrence of the Commitment Termination Date: (i) the Debtors shall continue to deliver and cause the delivery of the proceeds of Collateral (x) first, to the Pre-Petition Agent for application to the Pre-Petition Debt pursuant to the Pre-Petition Financing Agreement, (y) second, to the DIP Agent for application to the DIP Obligations pursuant to the DIP Financing Agreements, and ~~(y) second, to any Pre-Petition Debt that remains outstanding following the Roll-Up and (z)~~ third, to the Term Loan B Agent, for application to the Pre-Petition Term Loan B Debt pursuant to the Term Loan B Agreement, in each case, in accordance with this Interim Order and subject to the terms of the Intercreditor Agreement; (ii) subject to the terms of the Intercreditor Agreement, the DIP Agent and the Term Loan B Agent, as applicable, shall continue to apply such proceeds in accordance with the provisions of this Interim Order, the DIP Financing Agreements or the Term Loan B Agreement, as applicable; (iii) the Debtors shall have no right to use any of such proceeds, nor any other Cash Collateral other than towards the satisfaction of the Pre-Petition Debt, the DIP Obligations, the Pre-Petition Term Loan B Debt and the Carve-Out; and (iv) any obligation otherwise imposed on the DIP Secured Parties to provide any loan or advance to G.I. Opco

pursuant to the DIP Facility shall be suspended. Following the giving of notice by the DIP Agent of the occurrence of the Commitment Termination Date, G.I. Opco and the other Debtor shall be entitled to an emergency hearing before this Court solely for the purpose of contesting whether the Commitment Termination Date has occurred. If the Debtors do not contest the right of the Pre-Petition Secured Parties, the DIP Secured Parties and the Pre-Petition Term Loan B Secured Parties, to exercise their remedies based upon whether the Commitment Termination Date has occurred within such time period, or if the Debtors do timely contest the occurrence of the Commitment Termination Date and this Court after notice and hearing declines to stay the enforcement thereof, the automatic stay, as to the Pre-Petition Secured Parties, the DIP Secured Parties and the Pre-Petition Term Loan B Secured Parties, shall automatically terminate at the end of such notice period.

(b) If the Pre-Petition Secured Parties, the DIP Secured Parties or the Pre-Petition Term Loan B Secured Parties exercise any of their rights and remedies upon the occurrence of the Commitment Termination Date, the DIP Agent may retain one or more agents to sell, lease, or otherwise dispose of the Collateral in accordance with the terms of the Intercreditor Agreement. In any exercise of their rights and remedies upon the Commitment Termination Date, the DIP Secured Parties are authorized to proceed under or pursuant to the DIP Financing Agreement, subject to the terms of the Intercreditor Agreement. Without limiting the foregoing, subject to the terms of the DIP Financing Agreement, in the exercise of the DIP Agent's rights and remedies upon the Commitment Termination Date, the DIP Agent may by written notice to the Debtors require the Debtors to file a motion seeking to retain one or more agents to sell, lease, or otherwise dispose of the Collateral on terms acceptable to the DIP Agent (the cost of which shall be funded by the DIP Facility or use of Cash Collateral in accordance with the Budget). The

Debtors shall file such motion within ten (10) days of the DIP Agent's request and shall diligently prosecute such motion. If the Debtors fail to so file the motion, the DIP Agent may, file and prosecute such a motion in the name of the Debtors. Upon indefeasible payment in full in cash of the ~~DIP Obligations and any~~ Pre-Petition Debt ~~that remains unpaid following the Roll-Up~~and the DIP Obligations or as otherwise expressly permitted by the terms of the Intercreditor Agreement, the Term Loan B Agent shall have all of the rights and remedies set forth in this Section 17(b).

(c) Subject to the rights, if any, of the holders of any Permitted Prior Liens, all proceeds realized from any of the foregoing shall be turned over (i) first, to the Pre-Petition Agent for application to the Pre-Petition Debt pursuant to the Pre-Petition Financing Agreement, (ii) second, to the DIP Agent for application to the Carve-Out and the DIP Obligations pursuant to the DIP Financing Agreements~~, and (ii) second, to the Pre-Petition Agent for application against any Pre-Petition Debt that remains unpaid following the Roll-Up~~ and (iii) third, the Term Loan B Agent for application to the Pre-Petition Term Loan B Debt pursuant to the Term Loan B Agreement, in each case, in accordance with the terms of this Interim Order and the Intercreditor Agreement.

(d) Modification of Automatic Stay. The automatic stay imposed under Bankruptcy Code section 362(a) is hereby modified pursuant to the terms of the DIP Financing Agreement as necessary to (1) permit the Debtors to grant the Pre-Petition Replacement Liens, the DIP Liens and the Pre-Petition Term Loan B Replacement Liens and to incur all liabilities and obligations to the Pre-Petition Secured Parties, the DIP Secured Parties and the Pre-Petition Term Loan B Secured Parties under the DIP Financing Agreements, the DIP Facility, the Term Loan B Agreement and this Interim Order, as applicable, and (2) authorize the DIP Secured Parties, the

Pre-Petition Secured Parties and the Pre-Petition Term Loan B Secured Parties to retain and apply payments hereunder.

(e) Subject to the Intercreditor Agreement, nothing included herein shall prejudice, impair, or otherwise affect Pre-Petition Secured Parties', the Pre-Petition Term Loan B Secured Parties', any holder of a Permitted Prior Lien or DIP Secured Parties' rights to seek any other or supplemental relief in respect of the Debtors or the DIP Secured Parties' rights, as provided in the DIP Financing Agreement, to suspend or terminate the making of loans under the DIP Financing Agreement.

18. **Proofs of Claim.** The Pre-Petition Secured Parties, the DIP Secured Parties and the Pre-Petition Term Loan B Secured Parties will not be required to file proofs of claim in these Cases or Successor Cases. This Interim Order shall constitute a proof of claim on behalf of the Pre-Petition Secured Parties, the DIP Secured Parties and the Pre-Petition Term Loan B Secured Parties in these Cases. The Pre-Petition Secured Parties and the Pre-Petition Term Loan B Secured Parties are hereby authorized and entitled, in their sole discretion, but not required, to file (and amend and/or supplement, as they see fit) aggregate proofs of claim in these Cases or any Successor Cases. Any proof of claim so filed shall be deemed to be in addition and not in lieu of any other proof of claim that may be filed by any of the Pre-Petition Secured Parties or any of the Pre-Petition Term Loan B Secured Parties.

19. **Intercreditor Agreement.** DIP Agent, DIP Lenders, Debtors, the Term Loan B Agent and the Term Loan B Lenders shall remain bound by the terms and conditions set forth in the Intercreditor Agreement and the Intercreditor Agreement shall apply and govern respective rights, obligations and priorities of each of DIP Agent, DIP Lenders, the Debtors, the Term Loan B Agent and the Term Loan B Lenders in these Cases. All loans made by the DIP Lenders which

constitute part of the DIP Facility and all other Obligations arising thereunder shall be included in the definition of Senior Obligations (as such term is defined in the Intercreditor Agreement) except to the extent that the sum of aggregate amount of Obligations arising under the DIP Facility and any unpaid Pre-Petition Debt exceeds the Maximum Senior Debt Amount (as defined under the Intercreditor Agreement). Without limitation of the generality of the foregoing, nothing contained herein is intended to expand or limit the requirements of Section 10 of the Intercreditor Agreement that the consent of the Term Loan B Agent or the Term Loan B Lenders must be obtained prior to an amendment of the DIP Facility of the nature specified therein.

20. **Other Rights and Obligations**.

(a) **Good Faith Under Section 364(e) of the Bankruptcy Code. No Modification or Stay of this Interim Order**. Based on the findings set forth in this Interim Order and in accordance with section 364(e) of the Bankruptcy Code, which is applicable to the DIP Facility (including, without limitation, the Partial Roll-Up) contemplated by this Interim Order, in the event any or all of the provisions of this Interim Order are hereafter modified, amended or vacated by a subsequent order of this or any other Court, the DIP Secured Parties are entitled to the protections provided in section 364(e) of the Bankruptcy Code and no such modification, amendment or vacation shall affect the validity and enforceability of any advances made hereunder or Lien or priority authorized or created hereby.

(b) **Expenses**. As provided in the Pre-Petition Financing Agreements, DIP Financing Agreements and Pre-Petition Term Loan B Financing Agreements, all costs and expenses of the DIP Secured Parties, Pre-Petition Secured Parties and Pre-Petition Term Loan B Secured Parties in connection with the DIP Financing Agreements, Pre-Petition Financing Agreements and Pre-Petition Term Loan B Financing Agreements, as applicable, whether incurred

~~before~~prior to or after the commencement of these Cases, including, without limitation, reasonable, documented legal, accounting, collateral examination, monitoring and appraisal fees, financial advisory fees, fees and expenses of other consultants, indemnification and reimbursement of fees and expenses, and other out of pocket expenses will be paid by the Debtors, whether or not the transactions contemplated hereby are consummated; provided, however, that such costs and expenses shall be paid only after each relevant professional has provided copies of its fee and expense statements to the U.S. Trustee and counsel to any committee appointed pursuant to section 1102 of the Bankruptcy Code reasonably contemporaneously with the delivery of such fee and expense statements to the Debtors. Such statements shall contain reasonable detail as to the number of hours worked and applicable hourly rates, but may be redacted to the extent necessary to delete any information subject to attorney-client privilege, any information constituting attorney work product or any other confidential information and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or any benefits of the attorney work product doctrine. The U.S. Trustee, the any committee appointed pursuant to section 1102 of the Bankruptcy Code or any other party in interest may object to the reasonableness of the fees, costs and expenses included in any professional fee invoice submitted hereunder, provided that, any such objection shall be forever waived and barred unless (i) it is filed with this Court and served on counsel to the parties seeking reimbursement no later than 10 days after the objecting parties receiving such applicable professional fee invoice, and (ii) it describes with particularity the items and categories of fees, costs and expenses that are subject to the objection and it provides for a specific basis for the objection to each such item of category of fees, costs and expenses; provided, however, further that the Debtors shall promptly pay all amounts that are not subject of any objection. Any hearing on an objection to any payment of any fees, costs and expenses of such

professionals shall be limited to the reasonableness of the particular items or categories of fees, costs, and expenses which are the subject to such objection. Except as provided in this subsection (b), the Debtors shall not make any payment in respect to attorneys' or other professional fees incurred by any Pre-Petition Secured Parties or any Pre-Petition Term Loan B Secured Parties. Under no circumstances shall professionals for the DIP Secured Parties, Pre-Petition Secured Parties or any Pre-Petition Term Loan B Secured Parties be required to comply with the U.S. Trustee fee guidelines.

(c) **Binding Effect.** The provisions of this Interim Order shall be binding upon and inure to the benefit of the DIP Secured Parties, the Pre-Petition Secured Parties, the Pre-Petition Term Loan B Secured Parties and the Debtors and their respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estate of the Debtors) whether in these Cases, in any Successor Cases, or upon dismissal of any such chapter 11 or chapter 7 Cases.

(d) **No Waiver**. The failure of the Pre-Petition Secured Parties, the DIP Secured Parties and the Pre-Petition Term Loan B Secured Parties to seek relief or otherwise exercise their rights and remedies under the DIP Financing Agreements, the DIP Facility, the Pre-Petition Financing Agreements, the Pre-Petition Term Loan B Financing Agreements or this Interim Order, as applicable, shall not constitute a waiver of any of the Pre-Petition Secured Parties', the DIP Secured Parties' and the Pre-Petition Term Loan B Secured Parties' rights hereunder, thereunder, or otherwise, subject to the terms of the Intercreditor Agreement. Notwithstanding anything herein, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair the Pre-Petition Secured Parties, the DIP Secured Parties or the Pre-Petition Term Loan B Secured Parties under the

Bankruptcy Code or under non-bankruptcy law, including without limitation, the rights of the Pre-Petition Secured Parties, the DIP Secured Parties, and, subject to the terms of the Intercreditor Agreement, also the Pre-Petition Term Loan B Secured Parties to (i) request conversion of these Cases to cases under chapter 7, dismissal of these Cases, or the appointment of a trustee in these Cases (but only in the event the Commitment Termination Date has occurred and is continuing), or (ii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a Plan or (iii) any of the rights, claims or privileges (whether legal, equitable or otherwise) of the DIP Secured Parties, the Pre-Petition Secured Parties, or, subject to the terms of the Intercreditor Agreement, of the Pre-Petition Term Loan B Secured Parties.

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

(f) **No Marshaling**. None of the DIP Secured Parties, the Pre-Petition Secured Parties nor the Pre-Petition Term Loan B Secured Parties shall be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Collateral,

(g) **Section 552(b).** The DIP Secured Parties, the Pre-Petition Secured Parties and the Pre-Petition Term Loan B Secured Parties shall each 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 Secured Parties, the Pre-Petition Secured Parties or the Pre-Petition Secured Term Loan B Parties with respect to proceeds, product, offspring or profits of any of the Pre-Petition Collateral, the Collateral or the Pre-Petition Term Loan B Collateral.

(h) **Amendment**. The Debtors and the DIP Agent may amend, modify, supplement or waive any provision of the DIP Financing Agreements, provided that (x) such amendment, modification, supplement or waiver, in the judgment of the Debtors and the DIP Agent, is either nonprejudicial to the rights of third parties or is not material, and (y) the Term Loan B Agent consents to the terms of such amendment, modification, supplement or waiver, but only (i) if and to the extent required by the terms of the Intercreditor Agreement; and (ii) if and to the extent the same includes any material amendment to the adequate protection or expense reimbursement protections afforded to the Term Loan B Secured Parties under Sections 5 and 20(b) of this Interim Order, respectively. Except as otherwise provided herein, no waiver, modification, or amendment of any of the provisions hereof shall be effective unless (a) set forth in writing, signed by or on behalf of all the Debtors, the DIP Agent (after having obtained the approval of the DIP Secured Parties as provided in the DIP Financing Agreements), and to the extent required by the Intercreditor Agreement, the Term Loan B Agent (after having obtained the approval of the Term Loan B Secured Parties as provided in the Pre-Petition Term Loan B Financing Agreements), and (b) approved by this Court. For the avoidance of doubt, nothing contained in this subsection (h) shall be deemed to limit, restrict, or constitute a waiver of any of the respective rights and remedies of the DIP Agent or the Term Loan B Agent under the Intercreditor Agreement.

(i) **Survival of Interim Order**. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (i) confirming any Plan in these Cases, (ii) converting these Cases to cases under chapter 7 of the Bankruptcy Code, or (iii) dismissing these Cases, (iv) withdrawing of the reference of these Cases from this Court, or (v) providing for abstention from handling or retaining of jurisdiction of these Cases in

this Court, and the terms and provisions of this Interim Order as well as the DIP Protections granted pursuant to this Interim Order and the DIP Financing Agreements, shall continue in full force and effect notwithstanding the entry of such order, and such DIP Protections shall maintain their priority as provided by this Interim Order until all the obligations of the Debtors to the DIP Secured Parties pursuant to the DIP Financing Agreements, and all obligations of the Debtors to the Pre-Petition Secured Parties under the Pre-Petition Financing Agreements are indefeasibly paid in full and discharged (such payment being without prejudice to any terms or provisions contained in the DIP Facility which survive such discharge by their terms). The DIP Obligations shall not be discharged by the entry of an order confirming a Plan, the Debtors having waived such discharge pursuant to section 1141(d)(4) of the Bankruptcy Code. The Debtors shall not propose or support any Plan that is not conditioned upon the payment in full in cash of all of the DIP Obligations and the Pre-Petition Debt, on or prior to the earlier to occur of (i) the effective date of such Plan and (ii) the Commitment Termination Date.

(j) **Inconsistency**. In the event of any inconsistency between the terms and conditions of the DIP Financing Agreements and of this Interim Order, the provisions of this Interim Order shall govern and control.

(k) **Enforceability**. This Interim Order shall constitute findings of fact and conclusions of law pursuant to the Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nun pro tunc* to the Petition Date immediately upon execution hereof.

(l) **Objections Overruled**. All objections to the DIP Motion to the extent not withdrawn or resolved, are hereby overruled.

(m) **No Waivers or Modification of Interim Order**. The Debtors irrevocably waives any right to seek any modification or extension of this Interim Order without the prior

written consent of the DIP Agent, the Pre-Petition Agent, and, to the extent required under the Intercreditor Agreement, also the Term Loan B Agent, and no such consent shall be implied by any other action, inaction or acquiescence of the DIP Agent, the Pre-Petition Agent or the Term Loan B Agent.

(n) **Waiver of the Ten (10) Day Stay Under Bankruptcy Rule 6004(h)**. The ten (10) day stay provisions of Bankruptcy Rule 6004(h) are waived and shall not apply to this Interim Order.

21. ~~Final~~**Further Interim Hearing**.

(a) ~~The Final~~A Further Interim Hearing to consider entry of the Final Order and final approval of the DIP Facility is scheduled for March ~~[ ]~~18, 2009 at 10:00 a.m. at the United States Bankruptcy Court for the District of Delaware, Wilmington, Delaware. If no objections to the relief sought in the ~~Final~~Further Interim Hearing are filed and served in accordance with this Interim Order, no ~~Final~~Further Interim Hearing may be held, and a separate Final Order may be presented by the Debtors and entered by this Court.

(b) On or before March ~~[ ]~~10, 2009, the Debtors shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Interim Order and of the ~~Final~~Further Interim Hearing (the "~~Final~~**Further Interim Hearing Notice**"), together with copies of this Interim Order, ~~the proposed Final Order~~ and the DIP Motion, on: (a) the parties having been given notice of the Interim Hearing; (b) any party which has filed prior to such date a request for notices with this Court; (c) counsel for any official committee(s), if any; (d) the Office of the United States Trustee, (e) the Internal Revenue Service, (f) counsel to the Pre-Petition Agents, (g) the Pre-Petition Agent, (h) counsel to the proposed DIP Agent, (i) the Term Loan B Agent and (j) counsel to the Term Loan B Agent and Term Loan B Lenders. The ~~Final~~Further Interim Hearing

Notice shall state that any party in interest objecting to the entry of the proposed Final Order shall file written objections with the Clerk of this Court no later than March [__]17, 2009 by 4:00 p.m. which objections shall be served so that the same are received on or before such date by: (a) co-counsel for Debtors, (i) Proskauer Rose LLP, Three First National Plaza, 70 West Madison, Suite 3800, Chicago, IL 60602 Attn: Mark K. Thomas, Esq., Fax: (312) 962-3551, E-Mail: mthomas@proskauer.com, and (ii) Potter, Anderson, Corroon LLP, Wilmington, Delaware 19801, Attn: Steven M. Yoder, Esq.; Fax: (302) 778-6107, E-Mail: syoder@potteranderson.com; (b) counsel for DIP Secured Parties and Pre-Petition Secured Parties, (i) Brown Rudnick, LLP, One Financial Center, Boston, Massachusetts 02111, Attn: Steven B. Levine, Esq., Fax: (617) 289-0418, E-Mail: slevine@brownrudnick.com; and (ii) Womble, Carlyle, Sandridge & Rice, PLLC, Wilmington, Delaware; 19801, Attn: Steven K. Kortanek, Esq.; Fax: (302) 661-7728, E-Mail: skortanek@wcsr.com; (c) counsel for the Pre-Petition Term Loan B Secured Parties: (i) Riemer & Braunstein LLP, Three Center Plaza, Boston, Massachusetts, 02108, Attn: David S. Berman, Esq., Fax: (617) 692-3550, E-Mail: DBerman@riemerlaw.com; and (ii) Richards, Layton & Finger, P.A., Attn: Mark D. Collins, Esq.; Fax: (302) 498-7531, E-Mail: Collins@RLF.com; and (d) counsel to any Committee; and (e) the U.S. Trustee; and shall be filed with the Clerk of this Court, in each case to allow actual receipt of the foregoing no later than March [__]17, 2009, at 4:00 p.m. prevailing Eastern time. Notwithstanding the terms of this Interim Order, this Court is not precluded from entering a Further Interim Order or Final Order containing provisions that are inconsistent with, or contrary to any of the terms in this Interim Order, subject to the protections under section 364(e) and the rights of the DIP Secured Parties to terminate the DIP Financing Agreement if such Further Interim Order or Final Order is not acceptable to them. In the event this Court modifies any of the provisions of this Interim Order, any Further Interim Order or the DIP

Financing Agreements following such further hearing, such modifications shall not affect the rights and priorities of DIP Secured Parties pursuant to this Interim Order with respect to the Collateral, and any portion of the DIP Obligations which arises or is incurred, advanced or paid prior to such modifications (or otherwise arising prior to such modifications), and this Interim Order shall remain in full force and effect except as specifically amended or modified at such ~~Final~~Further Interim Hearing.

(c) **Retention of Jurisdiction.** This Court has and will retain jurisdiction to enforce this Interim Order according to its terms.

22. ~~**World Wide**~~**Worldwide Distributors.**

~~Notwithstanding anything to the contrary, nothing set forth in this Interim Order or the DIP Financing Agreements shall prejudice, in any way, the right of World Wide Distributors~~ ("Worldwide") ~~to seek to establish that it is the holder of a valid, duly perfected, enforceable, allowed secured claim in these cases and that such claim constitutes a Prior Permitted Lien, or any other rights or claims Worldwide may have or any claims, defenses, counterclaims or other objections to which the Debtors, Pre-Petition Secured Parties, Pre-Petition Term Loan B Secured Parties, any Official Committee or[other party in interest]may have with respect to the validity, amount, priority, perfection, enforceability or any other aspect thereof. To the extent that Worldwide is determined by Order of this Court to have a Prior Permitted Lien, the DIP Liens, the Pre-Petition Liens and the Pre-Petition Term Loan B Liens shall all be subject to Worldwide's Prior Permitted Lien and Worldwide shall have all of the benefits afforded to Prior Permitted Liens hereunder. In such event, in addition to all other adequate protection set forth herein, Worldwide shall be entitled to an adequate protection replacement lien on the DIP collateral, in the same priority and amount as any Prior Permitted Lien it is determined to have by order of this Court, to~~

~~compensate it for any diminution in value of such Prior Permitted Lien arising out of the automatic stay on the Debtors' use, sale, depreciation or disposition of any property of the estate subject to Worldwide's Prior Permitted Lien. For the avoidance of doubt, nothing contained herein constitutes an adjudication or determination regarding the validity, perfection, priority, amount on allowability of any aspect of Worldwide's claims or rights (including, but not limited, the extent to which, if any, that Worldwide has a Prior Permitted Lien) and Worldwide, the Debtors, the Pre-Petition Secured Parties, any Official Committee and all other parties in interest reserve all of their respective rights in respect to Worldwide's claims. Worldwide consents to the DIP facility and the use of its cash collateral subject and pursuant to the terms of its Interim Order including this paragraph 22.~~

~~(a) [**Retention of Jurisdiction**. This Court has and will retain jurisdiction to enforce this Interim Order according to its terms].~~

Notwithstanding anything to the contrary, nothing set forth in this Order or the DIP Facility or other related documents shall prejudice, in any way, the rights, interests, liens, or claims (if any) of Worldwide Distributers ("**Worldwide**"). To the extent that Worldwide's pre-petition liens, claims and interests are deemed valid and to have priority under the Uniform Commercial Code or other applicable law over the Pre-Petition Liens or Term Loan B Pre-Petition Liens, (i) it shall be entitled to the protections afforded to holders of Permitted Prior Liens under this Order; (ii) nothing set forth herein or in the DIP Facility and related documents shall be construed to "prime" any rights, interests, liens, or claims of Worldwide; (iii) none of the relief granted in this Order—including, without limitation, any adequate protection, or any rights, claims or interests that may arise under section 507(b)—shall in any way be senior in priority to any of the rights, interests, liens, or claims asserted by Worldwide or afforded to Worldwide as adequate protection

herein; (iv) all "adequate protection" provided herein shall be afforded to Worldwide, and such adequate protection shall be determined and distributed in accordance with the relative priorities of the liens, claims and interests asserted by e all of the Debtors' pre-petition secured creditors, including Worldwide; and (v) in addition to all other adequate protection set forth herein, to the extent of any diminution in value of its liens or collateral during this case, Worldwide shall be entitled to Replacement Liens—as more fully described herein—to the same extent, validity and priority as the pre-petition liens asserted by Worldwide, and as described more fully herein, such liens shall be effective without the need for filing or perfection. Worldwide's cash collateral and other collateral may be used on an interim basis to fund the Debtors' operating expenses—excluding any Restructuring Costs (as set forth in the Budget), the Carve-Out, payment of any amounts to the Pre-Petition Secured Parties or Pre-Petition Term Loan B Secured Parties (except as provided in paragraph 2(b)(ii) of this Interim Order), or any of the Debtors' other pre-petition secured lenders--through the Further Interim Hearing scheduled for March 18, 2009, as limited by the Budget and other provisions of this Order. Notwithstanding the foregoing, Worldwide's cash collateral or other collateral may be used to satisfy the U.S. Trustee fees as set forth in the Carve-Out. For avoidance of doubt, the Pre-Petition Secured Parties, the Term Loan B Secured Parties and all other parties in interest (except the Debtors—other than with respect to contesting the amount), expressly reserve all rights to object to the validity, priority, perfection or amount of Worldwide's claims, rights and interests and Worldwide reserves all of its claims, rights and interests. Unless otherwise agreed to by the parties or ordered by this Court, the first $5 million of net proceeds of a going concern sale, a going out of business sale, or a chapter 7 liquidation shall be held in escrow for potential payment to Worldwide to the extent of its allowed secured claims as determined by final order of this Court to have priority over the Pre-Petition

Liens and Term Loan B Pre-Petition Liens, which escrowed funds shall be released only upon further order of this Court. Notwithstanding the value of the escrowed sale funds required by this Order, Worldwide shall retain the right to seek a lien, claim or other payment right in excess of $5 million, and the rights of all parties in interest to challenge any such lien, claim or payment right are expressly reserved. Notwithstanding anything to the contrary set forth herein, any funds received by the Pre-Petition Secured Parties or the Term Loan B Secured Parties shall remain subject to disgorgement in the event that the Court determines by Final Order that Worldwide is entitled to receipt of such funds.

SO ORDERED by this Court this {____} day of March, 2009.

KEVIN GROSS

EXHIBIT A

(Budget)

Attached.

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Document comparison done by Workshare DeltaView on Monday, March 09, 2009 12:03:42 PM

Input:	
Document 1	PowerDocs://PAC/905655/2
Document 2	PowerDocs://PAC/906044/5
Rendering set	PacStandard

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Style change	
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Inserted cell	
Deleted cell	
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Split/Merged cell	
Padding cell	

Redline Summary:		
No.	**Change**	**Text**
1	Change	"PAC90" changed to "90"
2	Change	"9056" changed to "906"
3-4	Change	"655v.2 03/06/2009 10:33 am" changed to "6044"
5	Insertion	Jointly Administered
6-7	Change	"SCHEDULING A FINAL HEARING" changed to "SCHEDULING A FURTHER INTERIM HEARING"
8-9	Change	"through and including the...(as defined below) up to" changed to "through and including the...(as defined below) up to"
10	Change	"described herein),...defined below) of the" changed to "described herein),...defined below) of the"
11	Change	"Roll-Up (as defined...of the Pre-Petition" changed to "Roll-Up (as defined...of the Pre-Petition"
12	Change	"financing arrangement, including a Roll-Up of the"

		changed to "financing arrangement,...a Partial Roll-Up of the"
13-14	Change	"Roll-Up of the entire...Facility (the "DIP" changed to "Roll-Up of the...Facility (the "DIP"
15	Change	"Agreements"); and (b)...under and as defined" changed to "Agreements"); and (b)...under and as defined"
16	Insertion	under the DIP Financing Agreements
17	Change	"Pre-Petition Debt (as...rights of any committee" changed to "Pre-Petition Debt (as...rights of any committee"
18-19	Insertion	(iv) Authorize the...of this Interim Order;
20	Change	"Grant, pursuant to sections 364(c)(2)," changed to "(iv) (A) Grant, pursuant to sections 364(c)(2),"
21	Change	"Grant, pursuant to section 364(c)(1)" changed to "(v) Grant, pursuant to section 364(c)(1)"
22	Change	"Authorize the use of "cash collateral"" changed to "(vi) Authorize the use of "cash collateral""
23	Change	"(A)" changed to "(vii) (A)"
24-25	Change	"(A) To the extent that...Agent (for the" changed to "(A) Grant the Pre-Petition Agent (for the"
26	Change	"Secured Parties) (as...Replacement Liens" changed to "Secured Parties) (as...Replacement Liens"
27	Change	"(A) Grant to the Term Loan B Agent" changed to "(viii) (A) Grant to the Term Loan B Agent"
28	Change	"Pre-Petition Term Loan B...Loan B Superpriority" changed to "Pre-Petition Term Loan B...Loan B Superpriority"
29	Change	"Term Loan B Superpriority...below), each with the" changed to "Term Loan B Superpriority...below), each with the"
30	Change	"Vacate and modify the automatic" changed to "(ix) Vacate and modify the automatic"
31	Change	"Schedule a" changed to "(x) Schedule a"
32-33	Change	"Schedule a final hearing (the "" changed to "Schedule a further interim hearing (the ""

34-35	Change	"hearing (the "Final...to consider entry of" changed to "hearing (the "Further...to consider entry of"
36-37	Change	""") to consider entry of..."Final Order") granting" changed to """) to consider entry of..."Final Order") granting"
38	Change	"form of notice with...the Final Hearing; and" changed to "form of notice with...and Final Hearing; and"
39	Change	"Waive the ten (10) day stay provisions" changed to "(xi) Waive the ten (10) day stay provisions"
40-41	Change	"been held and concluded...appearing that approval" changed to "been held and concluded...appearing that approval"
42-43	Change	"harm to the Debtors...otherwise is fair and" changed to "harm to the Debtors...otherwise is fair and"
44	Change	"notice under the local...Court, (iii) the Debtors" changed to "notice under the local...Court, (iii) the Debtors"
45	Change	"allowing the Pre-Petition...to roll-up G.I. Opco" changed to "allowing the Pre-Petition...roll-up G.I. Opco"
46	Change	"s entire Pre-Petition Facility into the DIP" changed to "s Pre-Petition Facility into the DIP"
47-48	Change	"Pre-Petition Facility...be administered pursuant" changed to "Pre-Petition Facility...be administered pursuant"
49	Change	"the DIP Financing Agreement (the "Roll-Up")." changed to "the DIP Financing...(the "Partial Roll-Up")."
50	Change	"Prior Lien and or security interest." changed to "Prior Lien and or...8 of this Interim Order."
51	Change	"consider the issue further at the Final Hearing." changed to "consider the issue...and Final Hearing."
52	Change	"Proceeds of the DIP...used to pay fees," changed to "Proceeds of the DIP...used to pay fees,"
53	Moved from	of Proceeds of...Net Disposition Proceeds

54-55	Change	"of the sale (including,...below) shall be applied:" changed to "Collections received in...below) shall be applied:"
56	Change	"shall be applied: (a)...to permanently reduce" changed to "shall be applied: (a) first, to reduce"
57-58	Change	"reduce any remaining...to the Pre-Petition" changed to "reduce the outstanding...to the Pre-Petition"
59	Change	"pursuant to the...to reduce the DIP" changed to "pursuant to the...to reduce the DIP"
60	Change	"(including, without...DIP Financing Agreement," changed to "(including, without...DIP Financing Agreement,"
61	Change	"(including, without...was negotiated in good" changed to "(including, without...was negotiated in good"
62	Change	"(including, without...will be so extended in" changed to "(including, without...will be so extended in"
63	Change	"364(e) of the Bankruptcy...and any compensation or" changed to "364(e) of the Bankruptcy...and any compensation or"
64	Change	"would have been received...not occurred, constitute" changed to "would have been received...not occurred, constitute"
65	Change	"(including, without...contemplated by the DIP" changed to "(including, without...contemplated by the DIP"
66	Change	"(including, without...creation and perfection" changed to "(including, without...creation and perfection"
67	Change	"DIP Facility to...to borrow up to a total" changed to "DIP Facility to...to borrow up to a total"
68	Change	"unwind, after notice and...a portion thereof (which" changed to "unwind, after notice and...a portion thereof (which"
69	Deletion	account of the...perfection or priority
70	Moved from	of the Pre-Petition Debt
71-72	Change	"or the Pre-Petition...the DIP Lenders" changed to "for good cause shown upon...Committee or any"
73	Moved to	other party in interest
74	Insertion	(other than the Debtors...effect a Partial Roll-Up

75	Moved to	of the Pre-Petition Debt
76	Insertion	by applying all...of a refinancing,
77	Moved to	Net Disposition Proceeds
78	Change	"." changed to "(as defined below) from...the Pre-Petition Debt."
79	Change	"The proceeds of the DIP...used to pay fees," changed to "The proceeds of the DIP...used to pay fees,"
80	Change	"Budget or this Interim...full of the Pre-Petition" changed to "Budget or this Interim...full of the Pre-Petition"
81	Change	"are subject only to: (x) the Carve-" changed to "are subject only to: (x) the Carve"
82-83	Change	"Agreement and this...Budget (subject to any" changed to "Agreement and this...Budget (subject to any"
84-85	Change	"the terms of the...Obligations shall be an" changed to "the terms of the...Obligations shall be an"
86	Change	"at the request of the DIP Agent subject" changed to "at the request of the DIP Agent, subject"
87	Change	"subject to the provisions of Section 5(d)(iv)" changed to "subject, to the provisions of Section 5(d)(iv)"
88	Change	"("Pre-Petition Diminution...Secured Parties" changed to "("Pre-Petition Diminution...Secured Parties"
89	Change	"of the Intercreditor...claims under sections" changed to "of the Intercreditor...claims under sections"
90	Change	"form of (i) deemed...of the Pre-Petition" changed to "form of (i) deemed...of the Pre-Petition"
91	Change	"amount of the...with this Interim" changed to "amount of the...with this Interim"
92	Change	"accordance with this...of all obligations" changed to "accordance with this...of all obligations"
93-94	Change	"of all obligations on account of letters" changed to "of all obligations on account of Letters"
95-96	Change	"etters of credit" changed to "etters of Credit"
97	Change	"under the DIP Financing...Protection Payments")." changed to "under the DIP Financing...Protection Payments")."
98	Change	""Adequate Protection Payments")." changed to ""Adequate Protection...the Pre-Petition Debt."
99	Change	"the Pre-Petition Term...Pre-Petition Term Loan" changed to "the Pre-Petition Term...Pre-Petition

		Term Loan"
100-101	Change	"sale in the order and...Intercreditor Agreement." changed to "sale in the order and...order of this Court."
102	Insertion	notice of each such conference calls
103-104	Change	"of the CRO and Investment Banker." changed to "of the CRO and Investment...Term Loan B Parties."
105-106	Change	""Carve-Out"): (a) allowed... Section 1930(a)(6);" changed to ""Carve-Out"): (a) allowed... Section 1930(a)(6);"
107	Change	"amount not to exceed the...(which amount shall" changed to "amount not to exceed the...(which amount shall"
108	Change	"week or $125,000 in the...any additional amounts," changed to "week or $125,000 in the...any additional amounts,"
109-110	Change	"conditions of the DIP...Obligation to fund the" changed to "conditions of the DIP...Obligation to fund the"
111-112	Change	"for a Lien Obligation to...shall be construed" changed to "for a Lien Obligation to...shall be construed"
113	Change	"application to the DIP...to the terms of the DIP" changed to "application to the DIP...to the terms of the DIP"
114-115	Change	"Financing Agreement, (b)...to any Pre-Petition Debt" changed to "Financing Agreement, (b)...to the Pre-Petition Debt"
116	Change	"Pre-Petition Debt that remains outstanding" changed to "Pre-Petition Debt outstanding"
117-118	Change	"outstanding following the...third, to the Term Loan" changed to "outstanding pursuant to...third, to the Term Loan"
119-120	Change	"remitted directly (a)...for application to the" changed to "remitted directly (a)...for application to the"
121-122	Change	"Agent for application to...pursuant to the" changed to "Agent for application to...pursuant to the"
123-124	Change	"outstanding pursuant to...Agreement, (b) second," changed to "outstanding pursuant to...Agreement, (b) second,"
125-126	Change	"Financing Agreement, (b)...third, to the Term Loan" changed to "Financing Agreement,

		(b)...third, to the Term Loan"
127	Change	"thereof for application...unpaid Pre-Petition Debt" changed to "thereof for application...unpaid Pre-Petition Debt"
128	Change	"unpaid Pre-Petition Debt...Loan B Debt (in that" changed to "unpaid Pre-Petition Debt,...Loan B Debt (in that"
129	Change	"proceeds of Collateral...Agent for application" changed to "proceeds of Collateral...Agent for application"
130	Change	"DIP Financing Agreements,...Roll-Up and (z) third," changed to "DIP Financing Agreements, and (z) third,"
131	Change	"z) third, the Term Loan B Agent, for application" changed to "z) third, to the Term...B Agent, for application"
132	Change	"payment in full in cash...any Pre-Petition Debt" changed to "payment in full in cash of the Pre-Petition Debt"
133-134	Change	"Pre-Petition Debt that...expressly permitted" changed to "Pre-Petition Debt and the...expressly permitted"
135	Change	"be turned over (i) first,...for application to the" changed to "be turned over (i) first,...for application to the"
136	Change	"to the DIP Financing...third, the Term Loan" changed to "to the DIP Financing...third, the Term Loan"
137	Change	"(including, without...by this Interim" changed to "(including, without...by this Interim"
138-139	Change	"as applicable, whether...commencement of these" changed to "as applicable, whether...commencement of these"
140-141	Change	"21. Final Hearing." changed to "21. Further Interim Hearing."
142-143	Change	"(a) The Final Hearing to consider entry of the" changed to "(a) A Further Interim...to consider entry of the"
144-145	Change	"Facility is scheduled for March [ ], 2009" changed to "Facility is scheduled for March 18, 2009"
146	Change	", 2009 at the United States Bankruptcy" changed to ", 2009 at 10:00 a.m. at...United States Bankruptcy"
147-148	Change	"objections to the relief...are filed and served in"

		changed to "objections to the relief...are filed and served in"
149-150	Change	"accordance with this...be held, and a separate" changed to "accordance with this...be held, and a separate"
151-152	Change	"(b) On or before March...the Debtors shall serve," changed to "(b) On or before March...the Debtors shall serve,"
153-154	Change	"of this Interim Order and...the Final Hearing (the ""changed to "of this Interim Order and...Interim Hearing (the ""
155-156	Change	"Hearing (the "Final...Notice"), together with" changed to "Hearing (the "Further...Notice"), together with"
157	Change	"with copies of this...DIP Motion, on: (a) the" changed to "with copies of this...DIP Motion, on: (a) the"
158-159	Change	"Agent and Term Loan B...Notice shall state that" changed to "Agent and Term Loan B...Notice shall state that"
160-161	Change	"this Court no later than March [__], 2009" changed to "this Court no later than March 17, 2009"
162	Change	", 2009 which objections shall be served" changed to ", 2009 by 4:00 p.m. which...shall be served"
163-164	Change	"the foregoing no later...at 4:00 p.m. prevailing" changed to "the foregoing no later...at 4:00 p.m. prevailing"
165	Change	"is not precluded from...containing provisions" changed to "is not precluded from...containing provisions"
166	Change	"DIP Financing Agreement...is not acceptable to" changed to "DIP Financing Agreement...is not acceptable to"
167	Change	"modifies any of the...or the DIP Financing" changed to "modifies any of the...or the DIP Financing"
168-169	Change	"specifically amended or...at such Final Hearing." changed to "specifically amended or...Further Interim Hearing."
170	Insertion	(c)
171	Moved to	Retention of...according to its terms
172	Insertion	.
173-174	Change	"22. World Wide Distributors." changed to "22. Worldwide Distributors."

175	Deletion	Notwithstanding anything...Official Committee or
176	Moved from	other party in interest
177-179	Deletion	may have with respect to...this paragraph 22.
180	Deletion	(a)
181	Moved from	Retention of...according to its terms
182	Deletion	.
183	Insertion	Notwithstanding anything...receipt of such funds.
184	Change	"SO ORDERED by this Court this [____" changed to "SO ORDERED by this Court this ____ "
185	Change	"____] day of March, 2009." changed to "____ day of March, 2009."
186	Change	"# 16358" changed to "# 1638"
187-188	Change	"851" changed to "8779"
189-190	Change	"v11" changed to "v2 - 023595/0005"