ORIGINAL

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

Bench Filed
on 6/6/06

In re:	Chapter 7
LG.PHILIPS DISPLAYS USA, INC.,	Case No. 06-10245 (BLS)
Debtor.	**Ref. D.I. 9, 37, 151, 164**

STIPULATION REGARDING CONTINUED USE OF CASH COLLATERAL PURSUANT TO THE SECOND INTERIM ORDER AUTHORIZING DEBTOR'S LIMITED USE OF CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363, GRANTING REPLACEMENT LIENS, ADEQUATE PROTECTION AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS TO CERTAIN PRE-PETITION SECURED PARTIES

This stipulation ("Stipulation") is made this 6th day of June, 2006, between Jeoffrey L. Burtch, interim Chapter 7 Trustee of the above-captioned debtor (the "Trustee") and JPMorgan Chase Bank, N.A., Hong Kong Branch ("Security Agent"), as agent and security agent for itself and on behalf of certain lenders (the "Pre-Petition Secured Lenders" and, together with the Security Agent, the "Pre-Petition Secured Parties," and together with the Trustee, the "Parties").

WHEREAS, on March 15, 2006 (the "Petition Date"), the above-captioned debtor (the "Debtor") filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in this case (the "Chapter 11 Case"). On May 26, 2006, the Chapter 11 Case was converted to a chapter 7 case (the "Chapter 7 Case");

WHEREAS, on March 15, 2006, the Debtor filed the Debtor's Motion for Order (I) Authorizing Use of Cash Collateral; (II) Granting of Adequate Protection; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief;

WHEREAS, on March 17, 2006, the Court entered Interim Order Authorizing Debtor's Limited Use of Cash Collateral Pursuant to 11 U.S.C. § 363, Granting Replacement Liens,

Adequate Protection and Superpriority Administrative Expense Claims to Certain Pre-petition Secured Parties;

WHEREAS, on April 28, 2006, the Court entered the Second Interim Order Authorizing Debtor's Limited Use of Cash Collateral Pursuant to 11 U.S.C. § 363, Granting Replacement Liens, Adequate Protection and Superpriority Administrative Expense Claims to Certain Pre-petition Secured Parties (the "Second Interim Order");[1]

WHEREAS, the Second Interim Order permits the Security Agent and the Trustee to amend the Budget or otherwise agree in writing to the use of Cash Collateral by the Trustee on an interim basis without further order of the Court;

WHEREAS, the Trustee may need the use of the Cash Collateral, to protect and preserve assets of the Debtor's estate; and

WHEREAS, the Parties have agreed to the potential use of Cash Collateral pursuant to the terms set forth in this Stipulation.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY STIPULATED, CONSENTED, AND AGREED AS FOLLOWS:

1. Pursuant to the terms and conditions of the Second Interim Order, which are hereby adopted and incorporated herein by reference, the Security Agent consents to the Trustee's use of Cash Collateral from the date of entry of an order approving this Stipulation through and including July 1, 2006, solely and exclusively for the disbursements set forth in the attached budget, which budget may be modified from time to time with the prior written consent of the Security Agent and in accordance with the terms and conditions of the Second Interim Order.

---

[1] All capitalized terms not herein defined shall have the same meaning ascribed to them in the Second Interim Order.

2. Nothwithstanding anything to the contrary in the Second Interim Order, the Parties fully acknowledge and agree to the following provisions in this Stipulation.

3. The Trustee is a different entity than the Debtor, and therefore any waivers or representations made by the Debtor are not binding on the Trustee. The Security Agent and the Trustee reserve all their rights with respect to any such waivers or representations.

4. With respect to any and all Collateral Diminution that occurred prior to the date and time of the conversion of this case from Chapter 11 to Chapter 7 (the "Pre-Conversion Diminution"), the superpriority administrative expense claim established by paragraph 4(ii) of the Second Interim Order is a Chapter 11 superpriority administrative expense claim and not a Chapter 7 superpriority administrative expense claim. Thus, and as provided for in 11 U.S.C. § 726(b), any claim allowed under section 503(b) of title 11 incurred after the conversion of this case has priority over the superpriority administrative expense claim of the Security Agent based upon the Pre-Conversion Diminution.

5. Since the conversion date, and through June 5, 2006, the Trustee has not used any Collateral. Post-petition and pre-conversion, approximately $2,000,000.00 (the "Pre-Conversion Gomez Palacio Cash Collateral") was transferred from the Debtor's estate to a bank account under control of Joop Walters, Financial Director. The Parties understand that any expenses paid in connection with the attached budget will utilize the Pre-Conversion Gomez Palacio Cash Collateral. The Parties further understand that all or substantially all of any expenses listed on the attached budget through June 2006 aggregate an amount less than the dollar amount of the Pre-Conversion Gomez Palacio Cash Collateral.

6. Nothing in this Stipulation is intended to prejudice the Carve-Out authorized by the Court in the Second Interim Order and as defined therein.

7. The deadline of June 30, 2006 stated in paragraph 20 of the Second Interim Order is extended to July 31, 2006, without prejudice to further extensions upon the written consent of the Security Agent or by order of the Court.

8. The Trustee may hold monies in different bank accounts other than the Current Accounts, and those other bank accounts are not required to be in accordance with the cash management system stated in paragraph 3 in the Second Interim Order; provided, however, that all such funds shall remain Collateral of the Security Agent and subject to the Security Agent's liens and claims, and provided, further, however, that the Trustee shall provide the Security Agent with notice of the names and locations of the bank accounts in which such funds are held.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

9. The Trustee will endeavor to honor the spirit of full financial disclosure contained in Paragraph 9 of the Second Interim Order, but the Trustee is not required to comply with any of the precise terms contained therein.

10. The Court shall have exclusive jurisdiction to determine all matters between the parties relating to this Stipulation.

Dated: 6/6, 2006

LANDIS RATH & COBB LLP

Adam G. Landis (No. 3407)
Kerri K. Mumford (No. 4186)
919 Market Street, Suite 600
Wilmington, DE 19801
Telephone: (302) 467-4400
Facsimile: (302) 467-4450

CLIFFORD CHANCE LLP
David Sullivan, Esq.
Wendy Rosenthal, Esq.
31 West 52nd Street
New York NY 10019-6131
Telephone: (212) 878 8000
Facsimile: (212) 878 8375

Counsel to JPMorgan Chase Bank. N.A., Hong Kong Branch

COOCH AND TAYLOR, P.A.

6-6-06

Adam Singer (No. 2472)
824 Market Street, Suite 1000
Wilmington, DE 19899-1680
Telephone: (302) 984-3830
Facsimile: (302) 652-5379

Proposed Counsel to Jeoffrey L. Burtch, Interim Chapter 7 Trustee

Dated: June 6, 2006

SO ORDERED:

The Honorable Brendan L. Shannon
United States Bankruptcy Judge