



IT IS ORDERED as set forth below:

Date: November 19, 2007

Mary Grace Diehl

**Mary Grace Diehl
U.S. Bankruptcy Court Judge**

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:

PIKE NURSERY HOLDING LLC,

Debtor

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Chapter 11

Case No. 07-79129-mgd

INTERIM ORDER (A) AUTHORIZING DEBTOR IN POSSESSION TO OBTAIN SECURED POSTPETITION FINANCING FROM PNC WITH PRIORITY SET FORTH HEREIN, (B) APPROVING AGREEMENTS RELATING TO THE FOREGOING; (C) SCHEDULING A FINAL HEARING AND PRESCRIBING FORM AND MANNER OF NOTICE WITH RESPECT THERETO; AND (D) GRANTING RELATED RELIEF

THIS MATTER having come before the Court at the hearing (the "Interim Hearing") of the Motion (the "Motion") of Pike Nursery Holding LLC, a debtor and debtor in possession (the "Debtor"), seeking entry of this order (the "Order"):

(a) authorizing the Debtor to obtain credit and incur debt secured by liens (as defined in Section 101(37) of title 11 of the United States Code, as amended (the "Bankruptcy Code")) on certain property of the Debtor's estate pursuant to Sections 364(c)(2), (c)(3) and (d) of the Bankruptcy Code and with priority, as to administrative expenses, as provided in Section 364(c)(1) of the Bankruptcy Code;

(b) authorizing the Debtor to establish that financing arrangement (the "PNC DIP Facility") with PNC Bank, National Association ("PNC"), with offices at 4720 Piedmont Row Drive, Suite 300, Charlotte, North Carolina 28210, as agent (in such capacity, the "DIP Agent") for a syndicate of lenders (collectively, the "DIP Lenders"), and the DIP Lenders, which is contemplated by that certain Debtor-In-Possession Revolving Credit and Security Agreement (the "DIP Agreement"), substantially in the form annexed to the Motion as Exhibit A, and incur the obligations as provided for in the DIP Agreement (the "Postpetition Obligations");

(c) authorizing the Debtor to provide the DIP Agent (for the ratable benefit of the DIP Agent and the DIP Lenders) with liens upon the Debtor's property as provided in and as contemplated by the DIP Agreement, and as supplemented by this Order (the DIP Agreement and all such instruments and documents as may be executed and delivered in connection therewith or which relate thereto being referred to hereinafter collectively, as the "DIP Loan Documents") including priming liens pursuant to Section 364(d) of the Bankruptcy Code);

(d) providing adequate protection to certain prepetition lenders to the Debtor, as more fully set forth herein;

(e) authorizing the Debtor to grant the DIP Agent (for the ratable benefit of the DIP Agent and the DIP Lenders) a Super-Priority Claim (defined below) over any and all administrative expenses other than as set forth in Paragraph 13, below; and

(f) scheduling a final hearing ("Final Hearing") for approval of the PNC DIP Facility and entry of a final order ("Final Order") approving the PNC DIP Facility.

It appearing that absent the relief requested herein, the Debtor will suffer immediate and irreparable harm; and it further appearing that notice of the Motion is sufficient and complies with the requirements of Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules" or "Bankruptcy Rule") 4001(c) and 4001 (d); and for good cause shown;

IT IS HEREBY FOUND AND, WHERE APPLICABLE, STIPULATED THAT:

A. On November 14, 2007 (the "Petition Date"), the Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code.

B. The Debtor has continued in the management and operation of its business and properties as debtor in possession pursuant to Bankruptcy Code Sections 1107 and 1108. No trustee or examiner has been appointed in this case, and no official creditors' committee has been formed as of the date hereof.

C. This Court has jurisdiction, pursuant to 28 U.S.C. §§ 157(b) and 1334, over this proceeding, and over the persons and property affected hereby. The statutory predicates for the relief sought herein are Sections 105, 361, 362, 363 and 364 of the Bankruptcy Code and Bankruptcy Rules 4001(c) and 4001(d). Venue of the Debtor's chapter 11 case and this Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

D. The Debtor's principal prepetition creditors include (i) PNC Bank, National Association as the administrative agent for certain lenders and as a lender under the Prepetition Agreement (defined below) (collectively the agent and the lenders under the Prepetition Agreement are referred to as the "Prepetition Lenders"), (ii) Bank of America, N.A. ("Bank of America") as a lender with a lien on certain specified real property and certain personal property related to such real property; and (iii) the Debtor's trade vendors and suppliers of goods and services.

E. Pursuant to that certain Revolving Credit and Security Agreement dated as of May 17, 2004 (the "Prepetition Agreement"), the Prepetition Lenders made or acquired loans and advances to the Debtor (collectively, the "Prepetition Facility").

F. Without prejudice to the rights of any other party, the Debtor admits that as of the Petition Date the aggregate principal amount of approximately \$7,123,300.00 was outstanding in respect of loans made by the Prepetition Lenders to the Debtor pursuant to the Prepetition Agreement, plus interest thereon and fees, expenses and other charges incurred in connection therewith as provided in the Prepetition Agreement and all related documents (collectively all amounts, of any kind, due to the

Prepetition Lenders and the Prepetition Agent under the Prepetition Agreement are referred to as the "Prepetition Indebtedness").

G. The Debtor represents that to secure the Prepetition Indebtedness, the Debtor granted to PNC, in its capacity as agent for the Prepetition Lenders (the "Prepetition Agent"), pursuant to the Prepetition Agreement and various other agreements, first priority pledges, liens and security interests (collectively, the "Prepetition Liens") in substantially all of its personal property, wherever located, then owned or thereafter acquired or arising, and the proceeds, products, rents and profits of all of the foregoing (collectively, the "Prepetition Collateral").

H. The Debtor acknowledges that the Prepetition Liens constitute valid and perfected first liens subject only to liens described in or otherwise permitted by the Prepetition Agreement, and are not subject to avoidance or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law. The Debtor acknowledges that the Prepetition Indebtedness constitutes legal, valid and binding obligations of the Debtor, enforceable in accordance with its terms (other than in respect of the stay of enforcement arising from Bankruptcy Code Section 362), no offsets, defenses or claims or counterclaims to the Prepetition Indebtedness exist, and no portion of the Prepetition Indebtedness is subject to avoidance or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law. The Debtor acknowledges that the claim of the Prepetition Lenders is an allowed secured claim within the meaning of Bankruptcy Code Section 506 in an amount that is not less than \$7,123,300.00, exclusive of contingent claims, interest, fees and costs. The Debtor acknowledges that the value of the Prepetition Collateral exceeds the amount of the claims secured by the Prepetition Liens. All monies generated in connection with the operation of the Debtor's business constitute proceeds of the Prepetition Collateral and, therefore, constitute cash collateral within the purview of Section 363 of the Bankruptcy Code (the "Cash Collateral").

I. The Debtor represents that: (i) an immediate and critical need exists for the Debtor to obtain funds in order to continue the operation of its business; (ii) without such funds, the Debtor will not be able to pay its payroll and other direct operating expenses and obtain inventory and services needed to

carry on its business during this sensitive period in a manner that will avoid irreparable harm to the Debtor's estate and permit a successful reorganization; and (iii) at this time, the ability of the Debtor to finance its operations, and the availability to it of sufficient working capital and liquidity through the incurrence of new indebtedness for borrowed money and other financial accommodations are vital to restore the confidence of the Debtor's trade vendors and suppliers of other goods and services, to its customers and to the preservation and maintenance of the going concern value of the Debtor's estate.

J. The Debtor is unable to obtain the necessary 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, unsecured debt having the priority afforded by Section 364(c)(1) or debt secured as described in Section 364(c)(2) or (3).

K. The Debtor represents that: (i) substantially all of the Debtor's personal property assets are subject to the Prepetition Liens; (ii) the cash generated by the Debtor's operations will be insufficient, at times, to meet the cash requirements to operate its business, requiring additional cash infusions from a lending source; and (ii) the Prepetition Lenders have not consented to the use by the Debtor of the Prepetition Collateral, including Cash Collateral, except for certain emergency requirements for the time period subsequent to the Petition Date and prior to the Interim Hearing.

L. The Debtor is also unable to obtain sufficient secured credit (other than the \$2,000,000 secured loan (the "PDIP Facility") to be provided by PDIP LLC ("PDIP")), allowable only under Bankruptcy Code Sections 364(c)(2) or 364(c)(3), except under the terms and conditions provided in this Order. The Debtor is unable to obtain credit for borrowed money from the DIP Lenders without the Debtor granting to the DIP Agent (for the ratable benefit of the DIP Agent and the DIP Lenders) (i) liens in substantially all of the personal property assets, as more particularly described in the DIP Agreement ("Postpetition Collateral"), of the Debtor pursuant to Bankruptcy Code Sections 364(c)(2), (c)(3), and (d) ("Postpetition Liens"), and (ii) a super-priority administrative expense claim status pursuant to Sections 364(c)(1) of the Bankruptcy Code and as provided by this Interim Order. Notwithstanding anything to the contrary in the DIP Loan Documents, the Postpetition Collateral shall not include any real property

interests of the Debtor or any proceeds of such real property (other than proceeds of the leasehold interests of the Debtor ("Leasehold Proceeds") which are specifically included as Postpetition Collateral).

M. The DIP Agent and the DIP Lenders have indicated a willingness to consent and agree to the Debtor entering into the financing arrangements contemplated by the DIP Loan Documents and this Order, and the DIP Agent and DIP Lenders are willing to provide the additional financing contemplated thereby, upon approval of the terms and subject to the conditions set forth herein and in the DIP Loan Documents and a finding by the Court that the PNC DIP Facility is essential to the Debtor's estate and is being provided in good faith, and that the DIP Agent's and the DIP Lenders' security interests, liens, claims, super-priority claims and other protections granted pursuant to this Order and the DIP Agreement will not be affected by any subsequent renewal or modification of this Order or any other order, as provided in Section 364(e) of the Bankruptcy Code.

N. The relief requested in the Motion is necessary, essential and appropriate for the continued operation of the Debtor's business and the management and preservation of its property.

O. It is in the best interest of Debtor's estate to be allowed to establish the PNC DIP Facility contemplated by the DIP Loan Documents.

P. The terms and conditions of the PNC DIP Facility, including those which provide for the payment of interest to, and fees of, the DIP Agent and the DIP Lenders at the times, and in the manner provided under the PNC DIP Facility, are believed to be fair, reasonable, and the best available under the circumstances.

Q. The DIP Agreement was negotiated in good faith and at arms length between the Debtor, on the one hand, and the DIP Agent and the DIP Lenders, on the other. Credit to be extended under the PNC DIP Facility will be so extended in good faith, in consequence of which the DIP Agent and the DIP Lenders are entitled to the protection and benefits of Bankruptcy Code Section 364(e).

R. The Prepetition Lenders, pursuant to Sections 361 and 363 of the Bankruptcy Code, are entitled to adequate protection of their interests in the Prepetition Collateral from any diminution resulting from the use, sale or lease of the Prepetition Collateral.

S. The notice of the Interim Hearing at which this Order was entered, which notice was provided by the Debtor to the Prepetition Agent, the Prepetition Lenders, the DIP Lenders, the DIP Agent, counsel for PDIP, the Debtor's twenty largest unsecured creditors, counsel for the Bank of America, the United States Trustee, and the Office of the United States Attorney for the Northern District of Georgia (the "U.S. Attorney") and all lienholders of record, constitutes adequate notice under the circumstances in accordance with Bankruptcy Rule 4001(c) and Bankruptcy Code Section 102(1), as required by Bankruptcy Code Section 364(c) in light of the emergency nature of the relief requested in the Motion.

T. Good and sufficient cause has been shown for the entry of this Order. Among other things, the entry of this Order will: enable the Debtor to continue the operation of its business; increase the possibility for a successful reorganization; and be in the best interest of the Debtor, its creditors, and its estate.

NOW, THEREFORE, on the Motion of the Debtor and the record before the Court with respect to the Motion made by the Debtor, and with the consent of the Debtor and the DIP Agent to the form and entry of this Order, and good cause appearing, it is HEREBY ORDERED that:

APPROVAL OF AND AUTHORIZATION AS TO BORROWING

1. The terms and the conditions of the PNC DIP Facility and the DIP Loan Agreement in the form attached to the Motion as Exhibit A are hereby approved. The Debtor is authorized to:

- (a) establish the PNC DIP Facility;
- (b) execute each of the DIP Loan Documents to which any Debtor is a party; and
- (c) borrow up to \$4,700,000 under the loan provisions of the PNC DIP Facility, pending the Final Hearing on the Motion, with the entire portion of the amount borrowed allocated to revolving loans under the PNC DIP Facility.

2. The Debtor is hereby authorized and required to do and perform all acts and to make, execute, and deliver all instruments and documents which may be requisite or necessary for the

performance by the Debtor under the DIP Loan Documents and the creation and perfection of the Postpetition Liens described in and provided for by the DIP Loan Documents and to assure the priority thereof as contemplated herein. The Postpetition Liens are granted to the DIP Agent for the ratable benefit of the DIP Lenders.

3. The Debtor is hereby authorized to grant to the DIP Agent (for the ratable benefit of the DIP Lenders) valid, binding, enforceable and perfected Postpetition Liens in and to all of the Postpetition Collateral to secure all Postpetition Obligations, of any kind, incurred under the DIP Loan Documents. The Postpetition Collateral shall consist of all the personal property assets of the Debtor, now owned or hereafter acquired, or in which the Debtor has an interest or hereafter acquire an interest, and without regard to whether acquired prior or subsequent to the Petition Date, including, without limitation, (a) all inventory, accounts, equipment, general intangibles, investment property, chattel paper, documents, instruments and goods (respectively as defined in the Uniform Commercial Code in effect in the State of Georgia); (b) all Leasehold Proceeds; (c) all cash, utility deposits, and funds on deposit in any bank accounts, and (d) the products and proceeds thereof. However, the Postpetition Collateral shall not include (x) any real property of the Debtor, or (y) any assets specifically excluded under the terms of the DIP Loan Documents.

4. The automatic stay imposed under Bankruptcy Code Section 362(a)(4) is hereby lifted to permit the Debtor to grant the aforesaid Postpetition Liens and to perform the acts required or permitted by the DIP Loan Documents and this Order and to permit all payments and applications with respect to the Prepetition Indebtedness.

5. The Debtor are hereby authorized and required to remit to the Prepetition Agent immediately upon the Debtor's receipt thereof or otherwise in accordance with the Debtor's current practices, all Cash Collateral for application to the amounts due and payable under the Prepetition Agreement; provided, however, that notwithstanding the terms of the Prepetition Agreement and related loan documents, the Debtor shall not be obligated to pay the Prepetition Lenders interest at the Default Rate specified in the Prepetition Agreement with respect to the Prepetition Indebtedness unless a Default

or an Event of Default occurs under the DIP Agreement. The Debtor shall implement all cash management procedures in accordance with the DIP Agreement.

6. Each officer of the Debtor is hereby authorized to execute and deliver each of the DIP Loan Documents, such execution and delivery to be conclusive evidence of their respective authority to act in the name of and on behalf of the Debtor.

7. The Postpetition Liens created and granted to the DIP Agent for the benefit of the DIP Lenders, as provided in Paragraph 3, above, are created pursuant to Bankruptcy Code Sections 364(c)(2), (c)(3) and (d) and shall have the following priorities:

(a) To the extent that any of the Postpetition Collateral was not subject to a perfected lien in favor of any party as of the Petition Date, the Postpetition Liens in such collateral are first priority liens pursuant to Section 364(c)(2) of the Bankruptcy Code.

(b) To the extent that on the Petition Date any portion of the Postpetition Collateral was subject to a lien or interest of the Prepetition Agent or in favor of any party which was junior in priority to the liens of the Prepetition Agent (such lienholder a "Junior Lienholder") the priority of the Prepetition Agent's liens in such collateral is hereby preserved for the benefit of the DIP Agent and the DIP Lenders and the Postpetition Liens of the DIP Agent for the benefit of the DIP Lenders are therefor priming liens in such Postpetition Collateral, pursuant to Section 364(d) of the Bankruptcy Code.

(c) To the extent any portion of the Postpetition Collateral is subject to a lien or interest in favor of any party ("Senior Lienholder") which was, on the Petition Date, an unavoidable, perfected interest with priority senior to the priority of the Prepetition Liens, the DIP Lenders are hereby granted a junior lien in that portion of the Postpetition Collateral, pursuant to Section 364(c)(3), which lien shall be junior in interest only to the interest of the Senior Lienholder, but superior to the interest of any other lienholder.

8. As adequate protection for (i) any diminution in the value of the interests of the Prepetition Agent and the Prepetition Lenders under the Prepetition Agreement in the Prepetition

Collateral, and (ii) the granting of senior liens on the Prepetition Collateral to secure the Postpetition Obligations:

(a) The Prepetition Agent and the Prepetition Lenders are hereby granted, pursuant to sections 361, 363 and 364 of the Bankruptcy Code, an allowed claim for the amount of any diminution in the value of their interest in the Prepetition Collateral (including the Cash Collateral), having priority over any and all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, subject and subordinate only to the superpriority administrative expense claim and collateral priority granted to the DIP Agent and the DIP Lenders to secure payment of the Postpetition Obligations.

(b) An allowed claim for the amount of any diminution in the value of their interest in the Prepetition Collateral (including the Cash Collateral), which claim is secured by valid, binding, enforceable and perfected security interests in and liens on the Postpetition Collateral, pursuant to sections 361 and 364 of the Bankruptcy Code, subject and subordinate only to (i) the security interests and liens granted to the DIP Agent and the DIP Lenders hereunder, under the DIP Agreement and the other DIP Loan Documents, and (ii) valid, perfected, enforceable and nonavoidable liens in existence on the Petition Date, other than the liens of the Prepetition Agent and the Prepetition Lenders. Except as otherwise provided herein, the security interests and liens granted to the Prepetition Agent and the Prepetition Lenders hereunder shall not be made on a parity with, or subordinated to, any other security interest or lien under section 364(d) or otherwise.

(c) All reasonable costs and expenses incurred by the Prepetition Agent or any Prepetition Lender in connection with the Prepetition Indebtedness, including the negotiation and drafting of any documentation of the financing described herein or this Order and all filing and recording fees and reasonable attorneys' fees incurred in connection with any of the foregoing, whether any of the foregoing were incurred prior to or after the Petition Date, shall, without any further order of the Court and be paid by charging such fees and expenses to the Postpetition

Obligations; *provided that* the reasonableness of any legal fees shall be subject to review upon motion requesting such review by any interested party

9. This Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Postpetition Liens upon the Postpetition Collateral granted hereunder, without the necessity of filing or recording any financing statement or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any other action to validate or perfect the Postpetition Liens or to entitle the DIP Agent and the Prepetition Agent to the priorities granted herein, *provided, however*, the DIP Agent and the Prepetition Agent may file or record financing statements or other instruments to evidence and to perfect the Postpetition Liens authorized hereby, *provided further, however*, no such filing or recordation shall be necessary or required in order to create or perfect any Postpetition Liens. If the DIP Agent or the Prepetition Agent shall, in its discretion, choose to file such mortgages, financing statements, or other documents (or amendments to or continuations of any existing financing statements) and otherwise confirm perfection of such security interests and liens, all such 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 with the priority stated herein.

10. The Prepetition Agent and the DIP Agent, in their discretion, may file a xerographic copy of this Order as a financing statement, or other document evidencing a lien or security interest, with any recording officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which the Debtor has real or personal property. Any recording officer designated to file financing statements or with any registry of deeds or similar office may accept this Order as a financing statement or any other document evidencing a lien or security interest.

11. The DIP Loan Documents, respectively shall constitute and evidence the valid and binding Postpetition Obligations of each of the Debtor, which Postpetition Obligations shall be enforceable against each of the Debtor in accordance with their terms.

12. All reasonable costs and expenses incurred by the DIP Agent or any DIP Lender in connection with the negotiation and drafting of any documentation of the financing described herein, or

any amendments thereto, the preservation, protection, and enforcement of rights of the DIP Agent or any DIP Lender hereunder or the DIP Loan Documents or in the collection of the Postpetition Indebtness, including, without limitation, all filing and recording fees and reasonable attorneys' fees incurred in connection with any of the foregoing, whether any of the foregoing were incurred prior to or after the Petition Date, shall form a part of the Postpetition Obligations without any further order of the Court and shall be paid, at the option of the DIP Agent, by charging such fees and expenses to the Postpetition Obligations; *provided that* the reasonableness of any legal fees shall be subject to review upon motion requesting such review by any interested party.

ADMINISTRATIVE CLAIM

13. The Postpetition Obligations under the PNC DIP Facility shall be an allowed administrative expense claim (the "Super-Priority Claim") with priority, subject and subordinate to the Mandatory Fees, under Bankruptcy Code Section 364(c)(1), and otherwise over all administrative expense claims and unsecured claims against the Debtor, now existing or hereafter arising, of any kind or nature whatsoever including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to Bankruptcy Code Sections 105, 326, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), and 1114.

14. Except for the Mandatory Fees, no costs or expenses of administration that have been or may be incurred in this Chapter 11 case, including, without limitation, professional fees allowed and payable under Bankruptcy Code Sections 330, 331 or charges which might be allowable under 506(c), and no claims against the Postpetition Collateral are, or will be, prior to or on a parity with the Postpetition Obligations under the PNC DIP Facility, or with any other claims of the DIP Agent and the DIP Lenders arising under the DIP Loan Documents or this Order; provided however, so long as no default or event of default has occurred under the DIP Agreement, on a monthly basis the Borrower shall be entitled to deposit with any professionals retained by the Borrower or a committee of unsecured creditors appointed in this case an amount equal to (but not to exceed) the amounts set forth for such

month in the Budget attached to the DIP Agreement (the "Budget"), and that amounts so deposited may be used to pay the Court approved fees and expenses incurred by the respective professionals (including investigation of the interests of the Prepetition Lenders, the Prepetition Agent, the DIP Agent or the DIP Lenders) other than fees and expenses incurred in attacking or attempting to avoid the liens, claims or interests of the DIP Agent, the DIP Lenders, the Prepetition Agent or the Prepetition Lenders.

15. Unless (i) permitted under the DIP Loan Documents, (ii) the Prepetition Lenders and the DIP Lenders have provided their prior written consent, or (iii) all Prepetition Indebtedness and Postpetition Obligations under the PNC DIP Facility have been paid in full (and the commitments of the DIP Lenders thereunder terminated), the Debtor shall not seek, in these proceedings, or in any successor case, any order which authorizes:

(a) the obtaining of credit or the incurring of indebtedness that is (i) secured by a security or collateral interest or other lien on all or any portion of the Postpetition Collateral which is equal or senior to the liens and security interests held by the Prepetition Agent or the DIP Agent, or (ii) entitled to priority administrative status which is equal or senior to the Super-Priority Claim; or

(b) the enforcement of any claimed security or collateral interest or other lien of any person other than of the DIP Agent on all or any portion of the Postpetition Collateral (other than liens on property of the estate which, as of the Petition Date, was subject to a valid and perfected lien in each case only to the extent having priority over the Postpetition Liens of the Prepetition Agent and the DIP Agent); or

(c) the Debtor's return of goods constituting Postpetition Collateral pursuant to Section 546(h) of the Bankruptcy Code.

16. Without limiting the provisions and protections of Paragraph 15, above, if at any time prior to the repayment in full of all Postpetition Obligations under the PNC DIP Facility and the termination of the DIP Lenders' and DIP Agent's obligations to make loans and advances or extend credit under the DIP Loan Documents, the Debtor or any trustee subsequently appointed shall obtain credit or

incur debt pursuant to Bankruptcy Code Section 364(b), 364(c) or 364(d), then all of the consideration for such credit or debt shall immediately be turned over to the DIP Agent in reduction of the Postpetition Obligations under the PNC DIP Facility, provided however, the Debtor does not need to pay over to the DIP Agent any credit obtained pursuant to financing obtained from PDIP (under the PDIP Facility as the same may be amended or modified with the consent of the DIP Agent and the Prepetition Agent) by order of this Court in a manner satisfactory to the DIP Agent and the Prepetition Agent (each in their respective reasonable discretion) with a priority junior to the priority granted to liens in the Postpetition Collateral held by the Prepetition Agent and the DIP Agent.

17. If any or all of the provisions of this Interim Order are hereafter modified, vacated or stayed, such modification, vacation or stay shall not affect (a) the validity of any obligation, indebtedness or liability incurred by Debtor to the DIP Agent, Prepetition Agent, the DIP Lenders or the Prepetition Lenders prior to the effective date of such modification, vacation or stay, and any security interests, liens or priorities granted to or rights conferred upon the DIP Agent, the Prepetition Agent, the DIP Lenders or the Prepetition Lenders, (b) the validity or enforceability of any security interest, Lien, or priority authorized or created hereunder or pursuant to the DIP Loan Documents or this Order granted to the DIP Agent, the Prepetition Agent, the DIP Lenders or the Prepetition Lenders. Notwithstanding any such modification, vacation or stay, any indebtedness, obligations or liabilities incurred as Debtor to the DIP Agent, the Prepetition Agent, the DIP Lenders or the Prepetition Lenders prior to the effective date of such modification, vacation or stay shall be governed in all respects by the original provisions of this Interim Order, and the DIP Agent, the Prepetition Agent, the DIP Lenders and the Prepetition Lenders shall be entitled to all the rights, remedies, privileges and benefits granted herein and pursuant to the DIP Loan Documents with respect to such indebtedness, obligations or liabilities. For purposes of Section 364(e), "appeal" shall include any proceeding for reconsideration, rehearing or reevaluation of this Order by this Court or any other tribunal.

18. Nothing contained herein shall limit the rights of the Prepetition Agent or the Prepetition Lenders to (i) seek additional adequate protection under sections 362, 363 or 364 of the Bankruptcy Code

on account of obligations outstanding under the Prepetition Agreement, (ii) seek relief from the automatic stay of section 362 of the Bankruptcy Code at any future time, (iii) request a conversion of the Debtor's chapter 11 case to chapter 7 or the appointment of a trustee or an examiner under section 1104 of the Bankruptcy Code, or (iv) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans in any or all of this chapter 11 case.

19. All Postpetition Obligations of the Debtor to the DIP Agent and the DIP Lenders under the PNC DIP Facility are due and payable upon the earliest to occur of:

- (a) July 15, 2008 (unless extended by mutual written agreement of the DIP Agent, the DIP Lenders and the Debtor and approved by order of this Court); or
- (b) the termination of the DIP Agreement either by the Parent pursuant to Section 13.1 of the DIP Agreement or by the Required Lenders pursuant to Section 11.1 of the DIP Agreement; or
- (c) the date the DIP Agreement is otherwise terminated for any reason whatsoever pursuant to the terms of the DIP Loan Agreement; or
- (d) the effective date of any plan of reorganization for the Debtor in this Chapter 11 case.

The protections afforded to the DIP Agent and the DIP Lenders under the DIP Loan Documents and hereunder, shall survive the entry of any order confirming a plan of reorganization or converting any of this case into a case pursuant to Chapter 7 of the Bankruptcy Code, and the Postpetition Liens in and to the Postpetition Collateral and the Super-Priority Claim shall continue in this proceeding and in any such successor case, and the Postpetition Liens, and Super-Priority Claim shall maintain their perfection and enforceability as provided by the DIP Loan Documents and this Order until the Postpetition Obligations under the PNC DIP Facility have been paid and satisfied in full.

20. The amount, time, and manner of payment of the Postpetition Obligations pursuant to the PNC DIP Facility, the creation, scope, perfection and priority of the Postpetition Liens in the Postpetition

Collateral and the Super-Priority Claim shall not be altered or impaired by any plan of reorganization which may hereafter be confirmed or by any further order which may hereafter be entered.

REMEDIES UPON AN EVENT OF DEFAULT

21. Immediately upon the occurrence of any Default or Event of Default (as defined in the DIP Loan Documents), any obligation otherwise imposed on the DIP Agent and the DIP Lenders to provide any loan, advance or other credit extension pursuant to the PNC DIP Facility shall be suspended pending timely cure or waiver of such Default or Event of Default pursuant to the terms of the DIP Loan Documents

22. Any automatic stay otherwise applicable to the DIP Agent is hereby modified so that upon the occurrence of an event of default under any provision of the DIP Loan Documents and upon five (5) Business Days' (as such term is defined in the DIP Agreement) prior written notice of such occurrence, in each case given to the Debtor, counsel to any official creditor's committee appointed in these proceedings, and the United States Trustee, the DIP Agent shall be entitled to exercise the DIP Agent's rights and remedies upon default. Following the giving of notice by the DIP Agent of the occurrence of any event of default under the DIP Loan Documents:

(a) the Debtor shall continue to deliver and cause the delivery of the proceeds of Postpetition Collateral to the DIP Agent, as provided in the DIP Loan Documents;

(b) the DIP Agent shall continue to apply such proceeds in accordance with the provisions of the DIP Loan Documents and in accordance with this Order;

(c) the Debtor shall have no right to use any of such proceeds other than towards the satisfaction of the Postpetition Obligations due to the DIP Agent and the DIP Lenders under the PNC DIP Facility and the Mandatory Fees; and

(d) any obligation otherwise imposed on the DIP Agent and the DIP Lenders to provide any loan, advance or other credit extension pursuant to the PNC DIP Facility shall be suspended.

23. The Debtor hereby waives any right to seek relief under the Bankruptcy Code, including, without limitation, under Section 105 of the Bankruptcy Code, to the extent such relief would restrict or impair the rights and remedies of the DIP Agent or the DIP Lenders set forth in this Order or the DIP Loan Documents. In the event that any party requests a hearing seeking to prevent the DIP Agent or the DIP Lenders from exercising any of their rights and remedies that arise after an Event of Default, the sole issue before this Court at such hearing shall be whether an Event of Default has occurred and has not been cured. No other issue or argument shall be relevant to any opposition to enforcement of the DIP Agent's and the DIP Lenders' rights.

24. In the exercise of the DIP Agent's and the DIP Lenders' rights and remedies upon default, the DIP Agent and the DIP Lenders' may take any action authorized under the DIP Loan Documents, subject to the provisions of this Order.

25. Nothing included herein shall prejudice, impair, or otherwise affect the DIP Agent's or the DIP Lenders' right to seek any other or supplemental relief in respect of the Debtor or the Postpetition Collateral nor the DIP Agent's and the DIP Lenders' right, as provided in the DIP Loan Documents, to suspend or terminate the making of loans, advances or extensions of credit under the DIP Loan Documents.

MISCELLANEOUS PROVISIONS

26. If any provision of this Order is hereafter modified, vacated or stayed by subsequent order of this or any other Court for any reason, such modification, vacation, or stay shall not affect the validity of any of the Postpetition Obligations incurred pursuant to this Order and prior to the later of (a) the effective date of such modification, vacation, or stay, or (b) the entry of the order pursuant to which such modification, vacation, or stay was established, nor the validity, priority, or enforceability of any of the Postpetition Liens granted by the Debtor to the DIP Agent.

27. Any payments made, Postpetition Obligations incurred, and the Postpetition Liens and Super-Priority Claims granted to the DIP Agent, the DIP Lenders, the Prepetition Agent and the

Prepetition Lenders under the PNC DIP Facility or this Order, and the priority thereof, shall be binding on the Debtor, any successor trustee for the Debtor and all creditors of the Debtor, and the DIP Agent, the DIP Lenders, the Prepetition Agent and the Prepetition Lenders shall otherwise be entitled to all of the benefits and protections of Bankruptcy Code Section 364(e).

28. The DIP Agent's or the DIP Lenders' failure to seek relief or otherwise exercise its rights and remedies under the DIP Loan Documents or this Order shall not constitute a waiver of any of the DIP Agent's or the DIP Lenders' rights hereunder, thereunder or otherwise.

29. The Debtor and the DIP Lenders may amend or waive any provision of the DIP Loan Documents, provided that such amendment or waiver, in the judgment of the Debtor and the DIP Lenders, is either non-prejudicial to the rights of third parties or is not material. Except as otherwise provided herein, no waiver, modification, or amendment of any of the provisions hereof shall be effective unless set forth in writing, signed by the Debtor and the DIP Lenders and approved by the Court.

30. In the event of any inconsistency between the terms and conditions of any of the DIP Loan Documents and of this Order, the provisions of this Order shall govern and control.

31. Notwithstanding anything to the contrary set forth herein or any other document, the proceeds of the PDIP Facility shall not be used to reduce any pre-petition indebtedness owed to PNC.

31. Notwithstanding anything herein, this Order and the DIP Loan Documents shall be without prejudice to the rights of any party other than the Debtor, including, without limitation, any committee appointed in these proceedings or any trustee hereafter appointed or elected for the estate of any of the Debtor, to object or to challenge (and seek any appropriate remedies under the Bankruptcy Code and applicable law), within 60 days from the Petition Date, the following: (i) the validity, extent or priority of the Prepetition Liens of the Prepetition Lenders and Prepetition Agent in and to the Prepetition Collateral, or (ii) the validity, allowability or status of the Prepetition Indebtedness. Unless such an objection or challenge is made within the earlier of such periods (unless extended by consent of the Prepetition Agent with consent of the Prepetition Lenders or by further order of this Court), all such objections and challenges by any entity shall be forever waived and (i) the Prepetition Liens of the

Prepetition Agent and the Prepetition Lenders in the Prepetition Collateral shall be deemed and determined to be valid, perfected, unavoidable and enforceable first liens and security interests, (ii) the Prepetition Indebtedness shall be deemed and determined to be valid, binding, unavoidable and allowed in full, and (iii) the waiver provided in paragraph 31 below shall be binding on all parties to this proceeding, including without limitation, any trustee or examiner appointed in this case.

32. The Debtor hereby waives any and all claims or causes of action against the Prepetition Agent, the Prepetition Lenders, the DIP Agent, and the DIP Lenders and any of their officers, directors, employees, attorneys, advisors or representatives relating to or arising in connection with the Prepetition Agreement, or the DIP Loan Documents.

33. The Debtor shall, on or before November 20, 2007, serve by U.S. mail copies of the notice of approval of this Order, together with a copy of this Order to (i) parties having been given notice of the Interim Hearing, (ii) any other party which has filed a request for special notice with this Court and served such request upon the Debtor's counsel, (iii) counsel for any statutory committee, (iv) counsel for Bank of America, (v) counsel for PDIP and (vi) the Debtor's twenty largest unsecured creditors. The notice of approval of this Order shall state that any party in interest objecting to the PNC DIP Facility or the terms of the Final Order shall file written objections with the United States Bankruptcy Court Clerk for the Northern District of Georgia no later than November 30, 2007, which objections shall be served so that same are received by no later than 4:00 p.m. (Eastern time) on such date by the United States Trustee, counsel for the Debtor and counsel for the DIP Agent.

32.. The Final Hearing to consider the Motion and Final Order shall be held on 9:30 a.m., December 4, 2007 at 75 Spring Street, Courtroom 1201, Atlanta, GA 30303 before the Honorable Judge Mary Grace Diehl, United States Bankruptcy Judge.

35. All objections to the entry of this Order have been withdrawn or are hereby overruled.

[END OF DOCUMENT]

[Signatures of counsel on following page]

Prepared and presented by:

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