

legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtors and their estates; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. The Debtors are hereby authorized to retain and employ BMC² under the terms of the BMC Agreement, attached to the Motion as Exhibit B, as the Claims and Noticing Agent in these Chapter 11 Cases for the purposes set forth in the Motion effective as of the date of commencement of these Chapter 11 Cases.
3. BMC is hereby directed to perform the services described in the Motion and the BMC Agreement.
4. The Debtors are authorized to pay BMC fees and expenses upon the submission by BMC of monthly invoices to the Debtors describing, in reasonable detail, the services for which compensation is sought, in accordance with the BMC Agreement, provided however, that the United States Trustee for the District of Delaware and any official committee appointed in the Chapter 11 Cases, if any (collectively, the "Notice Parties"), shall be provided copies of all of BMC invoices and shall have a period of ten (10) days to object to the amount of such invoice prior to the Debtors' payment of such amounts or such shorter time as agreed to by the Notice Parties.
5. The indemnification obligations of the Debtors set forth in paragraph 10 of the BMC Agreement is approved, subject during the pendency of the Chapter 11 Cases to the following:

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

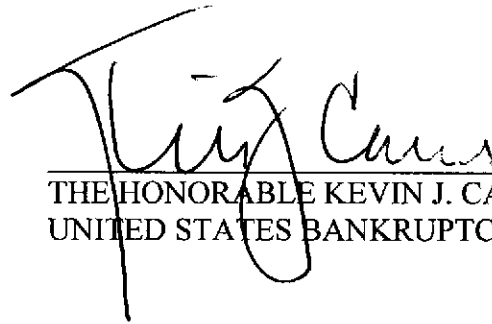
- a. BMC shall not be entitled to indemnification, contribution or reimbursement pursuant to the BMC Agreement for services, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;
- b. The Debtors shall have no obligation to indemnify BMC, or provide contribution or reimbursement to BMC, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from BMC's gross negligence, willful misconduct, breach of fiduciary duty, if any, bad faith or self-dealing; (ii) for a contractual dispute in which the Debtors allege the breach of BMC's contractual obligations unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to In re United Artists Theatre Company, et al., 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to BMC's gross negligence, willful misconduct, breach of fiduciary duty, or bad faith or self-dealing but determined by this Court, after notice and a hearing to be a claim or expense for which BMC should not receive indemnity, contribution or reimbursement under the terms of the BMC Agreement as modified by this Order;
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing the Chapter 11 Cases, BMC believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the BMC Agreement (as modified by this Order), including without limitation the advancement of defense costs, BMC must file an application therefore in this Court, and the Debtors may not pay any such amounts to BMC before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by BMC for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify BMC. All parties in interest shall retain the right to object to any demand by BMC for indemnification, contribution or reimbursement; and
- d. Any limitation of liability or limitation on any amounts to be contributed by the parties to the BMC Agreement under the terms of the BMC Agreement shall be eliminated.

6. Any dispute with respect to the fees and expenses by BMC shall be brought before this Court for a final determination.

7. Upon the closing of the Chapter 11 Cases, BMC shall return all proofs of claim received by it and the official claims registry to the Clerk's Office.

9. This Court shall, and hereby does, retain jurisdiction with respect to all matters arising from or related to the implementation and interpretation of this Order.

Date: September 22, 2010
Wilmington, Delaware



THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

8. BMC shall continue to serve as the Debtors' Claims and Noticing Agent in these Chapter 11 cases in accordance with the terms of this Order and the BMC Agreement until such time as the Court enters an order authorizing BMC to terminate such services.