

Exhibit A

Proposed Order



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Financing Motion,” and together with the Cash Management Motion and the Wages Motion, the “Motions”), and as described in the Motions, as applicable;²

WHEREAS, the Debtors have requested that the Court grant the Motions on an interim basis to the limited extent set forth therein solely for the purpose of authorizing the Debtors to continue Employee use of the P-Cards under their Commercial Card Program with Wells Fargo Bank, N.A. pending the Court’s consideration of the Motions at the First Day Hearing.;

WHEREAS, absent the entry of the Bridge Order, the Debtors will be unduly burdened by their Employees’ inability to use the P-Cards for the purposes described in the Motions, and will suffer immediate and irreparable harm to their operations to the detriment and prejudice of all parties in interest;

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Subject to the limitations of this Bridge Order, the Debtors are authorized, but not directed, pursuant to sections 105(a) and 363(c)(1) of the Bankruptcy Code, to maintain their Purchase Card Program in the ordinary course of business, consistent with prepetition practices, including payment of balances and fees as they become due and owing under the accounts. Wells Fargo is authorized to continue to make advances from time to time to the Debtors pursuant to the Commercial Card Program (in reliance upon section 364(e) of the Bankruptcy Code), including advancing funds secured by the prepetition collateral, to the same extent, validity, and priority as existed prepetition, and the Debtors are authorized to incur credit in respect of such advances under section 364(a) and (c), as applicable, of the Bankruptcy Code. The terms of all existing agreements by and between the Debtors and Wells Fargo, including, but not limited to, the Commercial Card Program, shall govern the parties' post-petition transactions with the Debtors. Wells Fargo may rely on the representations of the Debtors with respect to their use of the P-Cards pursuant to the Commercial Card Program.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motions.

3. Any payment made or to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under any approved postpetition financing facility or any other order regarding the use of cash collateral approved by this Court in these Chapter 11 Cases (the “DIP Order”), and (ii) to the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the DIP Order shall control.

4. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

5. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

6. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Bridge Order are immediately effective and enforceable upon its entry.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Bridge Order in accordance with the Motion.

8. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Bridge Order.

9. Except as provided in paragraph 2 hereunder, this Bridge Order shall terminate upon the Court's entry of any order regarding the Debtors' P-Cards.