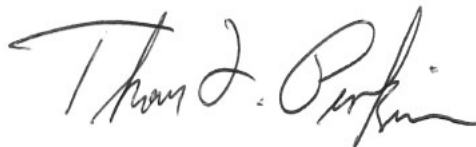


IT IS SO ORDERED.

SIGNED THIS: February 19, 2016



Thomas L. Perkins
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION**

IN RE:

INTERNATIONAL SUPPLY CO.

Debtor.

Chapter 11

Case No. 15-81467

Honorable Thomas L. Perkins

**FINAL ORDER AUTHORIZING DEBTOR IN POSSESSION TO OBTAIN
POST-PETITION FINANCING PURSUANT TO SECTION 364 OF THE
BANKRUPTCY CODE, PROVIDING ADEQUATE PROTECTION AND
GRANTING LIENS, SECURITY INTERESTS AND SUPERPRIORITY CLAIMS**

Upon the motion (the “Motion”) of International Supply Co. (“Debtor”) for the entry of an final order (this “Final Order”) pursuant to sections 105, 361 and 364 of Title 11 of the United States Code (the “Bankruptcy Code”) and Federal Rule of Bankruptcy Procedure 4001 authorizing the Debtor to (i) obtain post-petition financing pursuant to section 364 of the Bankruptcy Code from Heartland Bank and Trust Company (“Heartland Bank” or “Post-Petition Lender”), subject to the terms and conditions set forth herein, (ii) grant security interests, mortgages and other liens and superpriority claims to the Post-Petition Lender (including a priority lien pursuant to section 364(c)(1) of the Bankruptcy Code, and claims, liens and security

interests pursuant to sections 364(c)(2) and (3) of the Bankruptcy Code), and (iii) grant security interests, and other liens and claims in order to provide adequate protection to and for the benefit of Heartland Bank, all as more fully set forth herein; upon prior notice given to Heritage Bank (“Heritage Bank”), Morton Community Bank (“MCB”), Hickory Point Bank & Trust, FSB (“Hickory Point Bank”), and FSM Fund I, LP (“FSM”);¹ and upon the proceedings held before this Court on October 2, 2015, and at subsequent hearings held on November 3, 2015, December 16, 2015, and January 26, 2016, respectively; and good and sufficient cause appearing therefore,

THE COURT HEREBY FINDS:

I. On September 24, 2015 (the “Petition Date”), the Debtor filed a petition for relief under Chapter 11 of the Bankruptcy Code, thereby commencing the above-entitled Chapter 11 case (the “Bankruptcy Case”). Since the Petition Date and up through December 22, 2015, the Debtor had operated its business and managing its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On October 6, 2015, the Official Committee of Unsecured Creditors (the “Committee”) was appointed.

II. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of the Bankruptcy Case and the Motion in this district is proper pursuant to 28 U.S.C. § 1408.

III. From and after the Petition Date, the Debtor faced an immediate and critical need to obtain funds in order to finance the continued operation of its business. Without such funds, the Debtor would not have been able to pay its payroll and other direct operating expenses and obtain goods and services needed to carry on its business in a manner that would have avoided

¹ Heartland Bank, Heritage Bank, MCB, Hickory Point Bank shall be referred to collectively herein as the “Prepetition Lenders” and each as a “Prepetition Lender.”

irreparable harm to the Debtor's estate, the Prepetition Collateral (defined below),² creditors, customers and employees. The Debtor's ability to finance its operations and the availability of sufficient working capital and liquidity through the incurrence of new indebtedness for borrowed money and other financial accommodations was vital to the confidence of the Debtor's 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. The Debtor was unable to obtain the required 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) except as set forth herein.

IV. The Prepetition Lenders have not objected to the extension of the Initial Maturity Date with respect to the Post-Petition Loans through December 22, 2015, and the Post-Petition Lender agreed to provide the financing contemplated herein, all subject to the conditions set forth herein, various financing arrangements evidenced by any post-petition financing documents, and the provisions of this Final Order assuring that the Post-Petition Liens (defined below) and the various claims, superpriority claims and other protections granted pursuant to this Final Order will not be affected by any subsequent reversal or modification of this Final Order or any other order, as provided in section 364(e) of the Bankruptcy Code, which is applicable to the post-petition financing arrangement contemplated by this Final Order. The Post-Petition Lender has acted in good faith in consenting to and in agreeing to provide the post-petition financing contemplated by this Final Order. The reliance of the Post-Petition Lender on the assurances referred to above is in good faith.

² All capitalized terms not specifically defined herein shall have the meanings ascribed to them in the Motion and/or the initial interim order entered on October 14, 2015 [Docket No. 47].

V. Notice of the final hearing on the Motion and this Final Order has been provided (by hand, telecopy, overnight mail or courier) to counsel for the Prepetition Lenders, all parties of which the Debtor is aware that assert liens or other interests in and to assets of the Debtor, the United States Trustee, and the Committee. In view of the urgency of the relief requested, such notice constitutes sufficient notice under Bankruptcy Rule 4001 and no other notice need be given.

VI. Good cause has been shown for the entry of this Final Order. Among other things, entry of this Final Order minimized disruption of the Debtor's business and operations and permitted it to meet payroll and other operating expenses, obtain needed supplies, retain customer and supplier confidence by demonstrating an ability to maintain normal operations, and protected the value of the assets of the estate. The financing arrangement authorized hereunder was vital to avoid immediate and irreparable harm to the Debtor's estate, and thus, in the best interests of the Debtor's estate.

VII. The financing and adequate protection arrangements authorized hereunder have been negotiated in good faith and at arm's length between the Debtor and the Post-Petition Lender. The terms of such financing and adequate protection arrangements are fair and reasonable under the circumstances, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties and are supported by reasonably equivalent value and fair consideration. As such, the Debtor and the Post-Petition Lender are entitled to the protections provided by section 364(e) of the Bankruptcy Code.

VIII. On October 14, 2015, this Court entered an interim order [Docket No. 47] (the "First Interim Order"), authorizing the Debtor to (i) obtain post-petition financing from Heartland Bank, (ii) grant security interests, mortgages and other liens and superpriority claims

to Heartland Bank, as the Post-Petition Lender, and (iii) grant security interests, and other liens and claims in order to provide adequate protection to and for the benefit of Heartland Bank.

IX. On November 17, 2015, this Court entered an amended second interim order [Docket No. 124] (the “Amended Second Interim Order”), authorizing the Debtor to (i) obtain additional post-petition financing from Heartland Bank, (ii) extend the maturity date of the financing provided pursuant to the First Interim Order, (iii) grant security interests, mortgages and other liens and superpriority claims to Heartland Bank, as the Post-Petition Lender, and (iv) grant security interests, and other liens and claims in order to provide adequate protection to and for the benefit of Heartland Bank.

X. Pursuant to the First Interim Order, the Amended Second Interim Order, and the Post-Petition Loan Documents, the Post-Petition Loans matured and the remaining unpaid balance owed by the Debtor to Heartland Bank in connection with the Post-Petition Loans became due in full on December 16, 2015 (the “Extended Maturity Date”).

XI. The Extended Maturity Date was further extended to allow the Debtor to consummate the sale of substantially of the Debtor’s assets, pursuant to the terms of an Asset Purchase Agreement dated as of December 1, 2015 [Docket No. 169] (“APA”).

XII. On December 22, 2015, the transactions contemplated by the APA closed and the Debtor ceased operations and began an orderly wind-down of its existing operations.

THE DEBTOR, ON BEHALF OF ITSELF AND NOT ITS ESTATE, AND THE PREPETITION LENDERS HEREBY AGREE AND STIPULATE that:

A. Pursuant to the various loan documents (the “Heartland Prepetition Loan Documents”), entered into from time to time by and between the Debtor and Heartland Bank, Heartland Bank has made certain loans and financial accommodations to the Debtor to, inter alia,

fund the Debtor's operations. As of September 24, 2015, the aggregate amount of approximately \$8,019,745.54 was due and owing in respect of loans made by the Heartland Bank to the Debtor pursuant to the Heartland Prepetition Loan Documents, inclusive of accrued and unpaid interest, plus fees and expenses incurred in connection therewith as provided in the Heartland Prepetition Loan Documents (all of the foregoing, the "Heartland Prepetition Indebtedness"). For purposes of this Final Order, each of the terms "Post-Petition Loans" (as hereinafter defined) and "Heartland Prepetition Indebtedness" shall include the principal of, and all interest, fees, expenses and other charges owing in respect of, such loans, indebtedness, or financial accommodations, including any reasonable attorneys', accountants', and financial advisors' fees that are chargeable or reimbursable under the relevant documents and applicable law relating to such loans or other indebtedness).

B. To secure the Heartland Prepetition Indebtedness, the Debtor granted to and for the benefit of the Heartland Bank, pursuant to the Heartland Prepetition Loan Documents, security interests in all accounts, chattel paper, instruments, documents, general intangibles, inventory, goods, equipment, investment property, deposit accounts, bank accounts, deposits and cash, including all increases, accretions, replacements, substitutions, and additions thereto, and all cash and non-cash proceeds and products (all of the foregoing collateral generally described above, and all proceeds thereof, shall be referred to herein collectively as the "Prepetition Collateral," and such liens shall be referred to herein as the "Heartland Prepetition Liens").

C. All cash of the Debtor wherever located on the Petition Date represented either proceeds of loans from Heartland Bank to the Debtor or proceeds of Prepetition Collateral. Pursuant to the Heartland Prepetition Loan Documents, Heartland Bank has a first priority, valid and perfected security interest in and lien on all cash of the Debtor and these funds constitute

“cash collateral” within the meaning of section 363(a) of the Code.

D. The Heartland Prepetition Liens constitute valid, binding, enforceable, and perfected first priority liens, respectively, subject only to properly-perfected purchase money security interests, and are not subject to avoidance or subordination in accordance with the provisions of this Final Order pursuant to the Bankruptcy Code or applicable non-bankruptcy law. The Heartland Prepetition Indebtedness constitutes a legal, valid and binding obligation of the Debtor, enforceable in accordance with the terms of the Heartland Prepetition Loan Documents (other than in respect of the stay of enforcement arising from Bankruptcy Code section 362); no offsets, defenses, or counterclaims to the Heartland Prepetition Indebtedness exist; and no portion of the Heartland Prepetition Indebtedness is subject to avoidance or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

E. Heartland Bank asserts, and the Debtor believes, that substantially all of the Debtor’s assets are subject to the Heartland Prepetition Liens (with the exception of Debtor’s titled vehicles). Heartland Bank has objected to any further use of the Prepetition Collateral by the Debtor, except under the terms of this Final Order.

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. The Debtor is hereby authorized to borrow money pursuant to the terms of this Final Order, the provisions of the Heartland Prepetition Loan Documents and any post-petition loan documents (“Post-Petition Loan Documents”) that the Post-Petition Lender reasonably requires (except as otherwise set forth herein) and perform its obligations hereunder and thereunder, solely in accordance with, and subject to, the terms of this Final Order, in compliance with and for the purposes of “necessary operating expenses,” as set forth in the supplemental budget filed on October 9, 2015 [Docket No. 43], as the same may be amended,

subject to the prior written approval of the Post-Petition Lender in consultation with the Committee (the “Budget”). The fees and expenses, if any, of any professional persons employed by either the Debtor or the Committee, or by both the Debtor and the Committee, which are incurred, directly or indirectly, in respect of, arising from or relating to: (a) the initiation or prosecution of any action contesting the validity, priority or extent of the claims or liens asserted by Heartland Bank; (b) any action for preferences, fraudulent conveyances, and other avoidance power claims against Heartland Bank; or (c) any other cause of action of the Debtor or its estate against Heartland Bank may not be funded through the Cash Collateral in which Heartland Bank asserts an interest or through the DIP Facility (defined below); provided that the fees and expenses that may be incurred on behalf of a Committee for the investigation of potential claims against and/or liens of Heartland Bank are not excluded from the Budget. So long as no Default or Event of Default shall have occurred and be continuing hereunder, the Debtor shall be permitted to pay compensation and reimbursement of expenses allowed and payable under sections 330 and 331 of the Bankruptcy Code, as the same may be due and payable.

2. The approval of post-petition advances made by Heartland Bank prior to the entry of the First Interim Order and identified (i) in the Motion to Use Cash Collateral [Docket No. 3] and (ii) in the Motion, is hereby re-affirmed, *nunc pro tunc*. Such advances are deemed Post-Petition Loans and are subject to all of the terms set forth in this Final Order. The term “necessary operating expenses” does not include payments to pay or cure any pre-petition obligations of the Debtor without the written consent of the Post-Petition Lender and the consent of the Committee. The determination of compliance with “necessary operating expenses” shall be made as demanded by the Post-Petition Lender until the occurrence of a Termination Event

(defined below). Notwithstanding the provisions of the Heartland Prepetition Loan Documents relating to accrual and payment of interest, the Post-Petition Loans shall accrue interest on the outstanding principal amount thereof at the rate of 8% per annum.

3. Notwithstanding any other provision of this Final Order or of the Heartland Prepetition Loan Documents, the Debtor shall not borrow more than \$1,000,000.00 in Post-Petition Loans in the aggregate (the “DIP Facility”). The DIP Facility shall be made up of the following: (i) \$500,000.00 in post-petition financing authorized by the First Interim Order (the “Initial Facility”), and (ii) an additional \$500,000.00 in post-petition financing pursuant to the Amended Second Interim Order (the “Supplemental Facility”). Notwithstanding any other provision of this Final Order, the Post-Petition Lender shall not have any obligation or commitment to make Post-Petition Loans pursuant to this Final Order until the conditions precedent provided for herein have been satisfied.

4. The Debtor shall not be authorized to draw upon the Supplemental Facility, unless and until the Debtor shall have delivered proof to the satisfaction of Heartland Bank, in the exercise of its sole and absolute discretion, that there are not sufficient funds available in the Debtor’s debtor-in-possession account held at Regions Bank so as to clear checks presented for payment (the “Financing Condition”). Upon satisfaction of the Financing Condition, Heartland Bank shall be authorized, but not directed, to issue a cashier’s check payable to the Debtor, as debtor in possession, in the amount of Twenty Thousand and no/100 Dollars (\$20,000.00), or in such amount deemed necessary by Heartland Bank, in the in the exercise of its sole and absolute discretion, for the Debtor to meet its necessary operating expenses as set forth in the Budget.

5. From and after December 16, 2015 (the “Effective Date”) until: a) the indefeasible payment in full in cash of the Post-Petition Loans; and b) the termination of any

commitments or obligations under this Final Order, the Debtor is hereby authorized and directed to remit, and shall remit to the Post-Petition Lender, the balloon payment required by the Post-Petition Loan Documents arising from, or constituting proceeds of, the Prepetition Collateral or the Post-Petition Collateral, unless the Court enters any order providing otherwise. Payments remitted (or deemed remitted) to the Post-Petition Lender shall be applied as and to the extent specified in Decretal Paragraph 6 hereof.

6. Proceeds or payments of Prepetition Collateral, Cash Collateral and Post-Petition Collateral shall be remitted or deemed remitted to the Post-Petition Lender in accordance with Decretal Paragraph 5 hereof and shall be applied by the Post-Petition Lender as follows:

- a) first, to accrued, unpaid interest on the Post-Petition Loans; and
- b) next, to any other outstanding amounts of Post-Petition Loans, including costs, expenses and principal.

7. Any and all payments or proceeds remitted, or deemed to be remitted, to the Post-Petition Lender pursuant to the provisions of Decretal Paragraph 5 of this Final Order (or any similar provisions of the Heartland Prepetition Loan Documents), shall be received, or deemed received, by the Post-Petition Lender free and clear of any claim, charge, assessment or other liability including, without limitation, 552(b) of the Bankruptcy Code, whether directly or indirectly, all of which are hereby waived by the Debtor.

8. The Post-Petition Loans shall become due and payable, without notice or demand, on the Termination Date, as provided herein, unless the Post-Petition Lender issues a Non-Termination Notice (as hereinafter defined). From and after the Termination Date, the Debtor shall have no authority to use Prepetition Collateral (including Cash Collateral) of the Prepetition Lenders or Post-Petition Collateral of the Post-Petition Lender. From and after the Effective Date, the proceeds of the Post-Petition Loans, the Prepetition Collateral, and the Post-Petition

Collateral shall not, directly or indirectly, be used to pay expenses of the Debtor or otherwise disbursed except for: (a) those expenses, payments, and/or disbursements that are set forth in the Budget, as the same may be amended or supplemented from time to time (subject to the express prior written approvals of the Post-Petition Lender in consultation with the Committee), or otherwise permitted under this Final Order; (b) compensation and reimbursement of expenses allowed by this Court to attorneys, accountants, or other professional persons retained by the Debtor or the Committee (subject to the Budget and to the limitations set forth in Decretal Paragraph 1 hereof); (c) statutory fees owed to the United States Trustee as they become due; and (d) amounts due to Heartland Bank, and its accountants, attorneys or other professionals hereunder, which amounts shall be reasonable, but shall not otherwise be subject to the approval of this Court (except that any dispute as to the reasonableness of such fees and expenses will be resolved in the Bankruptcy Court); provided that the foregoing shall not be construed as consent to the allowance of any of the amounts referred to in the preceding clauses (a) or (b) and shall not affect the right of Heartland Bank to object to the allowance and payment of such amounts. Except as set forth in the first sentence of this Decretal Paragraph 8, Heartland Bank, whether in its capacity as a Prepetition Lender or its capacity as the Post-Petition Lender, has not consented or agreed to the use of the proceeds of the Post-Petition Loans, Prepetition Collateral or the Post-Petition Collateral.

9. Notwithstanding anything herein, unless the Post-Petition Lender issues a notice to the contrary (a "Non-Termination Notice"), the Debtor shall no longer, pursuant to this Final Order or otherwise, be authorized to borrow funds hereunder or any proceeds of the Post-Petition Loans already received (and any obligation of the Post-Petition Lender to make loans or advances hereunder shall be terminated), upon the earliest to occur of any of the following events

(any such event shall be referred to as a “Termination Event” and the date of any such event for which there is not a Non-Termination Notice shall be referred to as the “Termination Date”):

- a) Any “Event of Default” as defined in the Post-Petition Loan Documents, after taking into account applicable cure periods;
- b) The Debtor’s failure to comply with the terms and conditions of this Final Order (including, without limitation, the Debtor’s use of funds in excess of the Budget);
- c) The Maturity Date (as defined below);
- d) Any warranty or representation made to Heartland Bank herein, or any financial statements heretofore, now or hereafter delivered to Heartland Bank by the Debtor in connection with the Post-Petition Loan Documents which shall prove materially false or misleading;
- e) An Order entered dismissing this case, converting the case to a case under Chapter 7 of the Code, appointing a trustee, whether under Chapter 11 or Chapter 7, appointing an examiner to perform any duties of a trustee other than those set forth in § 1106(a)(3) or (a)(4) of the Code, or terminating the authority of the Debtor to conduct business;
- f) Any material adverse change in the business or the financial conditions of the Debtor occurring after the date of the First Interim Order;
- g) Any change in the ownership of the Debtor, including but not limited to the sale or contract for sale of any of Debtor’s assets out of the ordinary course of business, unless this Court orders such change after notice and hearing;
- h) Any increase in officer, director or employee compensation over “pre-petition” established salaries or raises; or
- i) The reversal of the entry of this Final Order on appeal, or the vacation, rescission, or modification of any of the liens and protections provided herein over Prepetition Lenders’ or Post-Petition Lender’s objection.

10. All obligations and commitments of Heartland Bank, whether in its capacity as a Prepetition Lender or in its capacity as the Post-Petition Lender, hereunder shall terminate at the

earliest of the following (the “Maturity Date”), unless otherwise extended by prior written consent of Heartland Bank, in the exercise of its sole and absolute discretion:

- a) the earlier of the close of business on December 22, 2015, or the closing of a sale of substantially all of the Debtor’s assets;
- b) the entry of an order pursuant to section 363 of the Bankruptcy Code approving the sale of substantially all of the Debtor’s assets;
- c) the effective date of any plan of reorganization;
- d) conversion of the Bankruptcy Case to a case under Chapter 7 of the Bankruptcy Code;
- e) appointment of a trustee or examiner in the Bankruptcy Case; or
- f) dismissal of the Bankruptcy Case.

11. Notwithstanding the occurrence of the Termination Date or anything herein to the contrary, all of the rights, remedies, benefits and protections provided to the Prepetition Lenders and Post-Petition Lender under this Final Order shall survive the Termination Date. Upon the Termination Date, the principal of and accrued interest and fees and all other amounts owed to the Prepetition Lenders and the Post-Petition Lender hereunder or under the Heartland Prepetition Loan Documents shall be immediately due and payable and the Prepetition Lenders and the Post-Petition Lender shall have all other rights and remedies provided in their respective loan documents and this Final Order, subject to obtaining relief from the automatic stay.

12. The stipulations contained in Paragraphs A, B, C and D above, and the repayment of the Post-Petition Indebtedness contemplated by Decretal Paragraphs 5 and 6 above, shall be binding upon the Debtor.

13. Except as provided herein, the Debtor shall be enjoined and prohibited from at any time during the Bankruptcy Case granting liens on and security interests in the Prepetition Collateral, the Post-Petition Collateral or any portion thereof to any other parties pursuant to

section 364 of the Bankruptcy Code or otherwise, which liens and security interests, as the case may be, are senior, or on a parity with, or junior to the liens and security interests of Heartland Bank therein (excluding any liens resulting from Court-approved reclamation claims or that arise by operation of law in the ordinary course of business). Except in accordance with the terms of this Final Order, the Debtor shall be enjoined and prohibited from at any time a) using the Post-Petition Lender's Cash Collateral, and b) using the Post-Petition Collateral.

14. The Post-Petition Liens and all other liens and security interests granted herein shall, pursuant to this Final Order, be, and they hereby are, deemed perfected, and no further notice, filing or other act shall be required to effect such perfection; provided, however, if the Prepetition Lenders or Post-Petition Lender shall, in their sole discretion, choose to file such mortgages, financing statements, notices of liens and security interests and other similar documents, all such mortgages, financing statements or similar documents shall be deemed to have been filed or recorded at the time and on the date of entry of this Final Order, and the automatic stay of section 362 of the Bankruptcy Code is hereby vacated to effect such filings.

15. In making decisions to advance moneys or extend financial accommodations of any nature under this Final Order, in administering the Debtor's use of Cash Collateral or any advances, loans, or financial accommodations of any sort under this Final Order, or in taking any other post-petition action related to or in connection with any of the foregoing, the Post-Petition Lender shall have no liability to any third party, and shall not be deemed to be in control of the operations of the Debtor, an "employer" of any of the Debtor's employees, or to be acting as a "responsible person" or managing agent with respect to the operation or management of the Debtor.

16. Notwithstanding anything contained herein, in the Heartland Prepetition Loan

Documents or Post-Petition Loan Documents or in any other agreement securing or evidencing the indebtedness to the contrary, upon the occurrence of an event of default as defined herein, the entire indebtedness remaining unpaid at that time, at the election of Heartland Bank, and without notice of such election and without demand or presentment, shall become immediately due and payable in full.

17. Except as expressly provided in this Decretal Paragraph 17, the stipulations contained in Paragraphs A, B, C and D above, and the repayment of the Prepetition Indebtedness, shall be binding upon all parties in interest, including without limitation, the Debtor and any statutory committees appointed in the Bankruptcy Case. The stipulations contained in Paragraphs A, B, C and D above, and the repayment of the Prepetition Indebtedness, shall be binding upon the Committee, unless: a) the Committee has filed an adversary proceeding (subject to the limitation set forth in Decretal Paragraph 1) or has otherwise informed Heartland Bank in writing of its intent to file (and setting forth the basis of) an adversary proceeding (“A Complaint or Notice”) challenging the amount, validity, enforceability, perfection or priority of the Heartland Prepetition Indebtedness or the Heartland Prepetition Liens on the Prepetition Collateral in respect thereof, or otherwise asserting any claims or causes of action against Heartland Bank on behalf of the Debtor’s estate, no later than February 26, 2016 (the “Investigation Period”) with respect to any challenge relating to the Heartland Prepetition Indebtedness, or otherwise relating to any claims or causes of action against Heartland Bank; and b) the Court rules in favor of the plaintiff in any such timely filed adversary proceeding and such ruling becomes a final order. If no such adversary proceeding is commenced during the Investigation Period or Heartland Bank has not been provided anything in writing indicating an intent to file an adversary proceeding; (1) the repayment of the Heartland

Prepetition Indebtedness shall be deemed final and indefeasible, not subject to subordination and otherwise unavoidable, (2) the Heartland Prepetition Indebtedness (or such specific amounts as are set forth in the Heartland Bank's proof of claim) shall constitute allowed claims, not subject to subordination and otherwise unavoidable, for all purposes in the Bankruptcy Case and any subsequent Chapter 7 case; (3) the Heartland Prepetition Liens on the Prepetition Collateral shall be deemed legal, valid, binding, perfected, not subject to defense, counterclaim, offset of any kind, subordination and otherwise unavoidable, and (4) Heartland Bank, and the Heartland Prepetition Indebtedness shall not be subject to any other or further challenge by any party in interest seeking to exercise the rights of the Debtor's estate, including without limitation, any successor thereto. Subject only to the foregoing provisions of this Decretal Paragraph 17, Heartland Bank shall be deemed released of all claims, rights, causes of action or defenses by, and all liabilities owing to, the Debtor and, upon the expiration of the Investigation Period without A Complaint or Notice, the Committee arising out of or based on any facts or circumstances occurring prior to the date hereof.

18. The provisions of this Final Order shall be binding upon and inure to the benefit of the Post-Petition Lender, the Debtor, and the respective successors and assigns of either the Post-Petition Lender or the Debtor (including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtor or with respect to the property of the estate of the Debtor).

19. Based on the findings set forth in this Final Order and in accordance with section 364(e) of the Bankruptcy Code, which is applicable to the post-petition financing arrangement contemplated by this Final Order, in the event any or all of the provisions of this Final Order are hereafter modified, amended or vacated by a subsequent order of this or any other Court, no such modification, amendment or vacation shall affect the validity and enforceability of any lien,

security interest or priority authorized or created hereby. Notwithstanding any such modification, amendment or vacation, any claim granted to the Prepetition Lenders or the Post-Petition Lender hereunder arising prior to the effective date of such modification, amendment or vacation shall be governed in all respects by the original provisions of this Final Order, and the Prepetition Lenders or the Post-Petition Lender, as the case may be, shall be entitled to all of the rights, remedies, privileges and benefits, including the liens and priorities granted herein, with respect to any such claim.

20. The Debtor is authorized to do and perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution of additional security Documents, mortgages and financing statements) and to pay fees and expenses that may be required or necessary for the Debtor's performance hereunder, including, without limitation: a) the execution of any post-petition financing documents, and b) the payment of the fees and other expenses described herein or in such post-petition financing documents as such become due, including, without limitation, agent fees, commitment fees, letter of credit fees and facility fees and reasonable attorneys', and accountants' fees and disbursements.

21. If any or all of the provisions of this Final Order are hereafter modified, vacated or stayed by subsequent order of this or any other Court, such stay, modification or vacation shall not affect the validity of the indebtedness to Heartland Bank incurred pursuant to this Final Order and which is incurred before the effective date of such stay, modification or vacation, or the validity and enforceability of any lien or priority authorized and granted hereby with respect to any such indebtedness to Heartland Bank, and notwithstanding such stay, modification or vacation, any authorized use of cash collateral pursuant to this order prior to the effective date of such modification, stay or vacation, to or for the benefit of Debtor shall be governed in all

respects by the original provisions of this Order and Heartland Bank shall be entitled to all the rights, privileges and benefits, including the security interest, mortgages and priorities granted herein, with respect to all indebtedness.

22. This Final Order integrates all terms and conditions mentioned herein or incidental hereto, and supersedes all prior negotiations, whether written or oral, and prior writings with respect to subject matter hereof to the extent they are inconsistent with the terms of this Final Order.

23. This Final Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon execution hereof. There is no just reason to delay enforcement or appeal of this Final Order.

24. To the extent that any provision of any Post-Petition Loan Document is inconsistent with any of the provisions of this Order, the provisions of this Order shall govern.

25. Except as expressly modified herein, the terms of the First Interim Order and Amended Second Interim Order shall remain in full force and effect.

26. The Debtor has also requested and the Court has entered a Final Order Authorizing Debtor's Use of Cash Collateral and Other Relief [Docket No. 242] (the "Cash Collateral Order"). To the extent that the Cash Collateral Order conflicts with this Final Order, the terms of this Final Order control.

HEARTLAND BANK AND TRUST COMPANY INTERNATIONAL SUPPLY CO.

/s/ Mark A. Bogdanowicz

Mark A. Bogdanowicz
Howard & Howard Attorneys PLLC
211 Fulton Street, Suite 600
Peoria, Illinois 61602
Telephone: (309) 672-1483
Facsimile: (309) 672-1568
Email: MBogdanowicz@howardandhoward.com

/s/ Sumner A. Bourne

Sumner A. Bourne
Rafool, Bourne & Shelby, P.C.
411 Hamilton Boulevard, Suite 1600
Peoria, Illinois 61602
Telephone: (309) 673-5535
Facsimile: (309) 673-5535
Email: sbourne@mtco.com

MORTON COMMUNITY BANK

/s/ Kenneth R. Eathington

Kenneth R. Eathington
Michael Kraft
Quinn Johnston Henderson Pretorious & Cerulo
227 NE Jefferson Street
Peoria, Illinois 61602
mkraft@qjhpc.com

/s/ Sabrina M. Petesch

Sabrina M. Petesch
401 Main Street, Suite 1100
Peoria, Illinois 61602
Sabrina.m.petesch@usdoj.gov

**THE OFFICIAL COMMITTEE
OF UNSECURED CREDITORS**

/s/ Harold D. Israel

Harold D. Israel
Sean Williams
Goldstein & McClintock LLP
208 South LaSalle Street, Suite 1750
Chicago, Illinois 60604
haroldi@goldmclaw.com

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