

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
)	
LANG HOLDINGS, INC.,)	Case No. 09-12543 (KJC)
a Delaware corporation, <u>et al.</u> , ¹)	
)	(Joint Administration Pending)
Debtors)	
<hr/>		Related to Docket No. 13

**ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363, 1107(a) AND 1108 AND
FED. R. BANKR. P. 6003 AUTHORIZING DEBTORS TO PAY PREPETITION
CLAIMS OF CERTAIN FOREIGN VENDORS AND SERVICE PROVIDERS**

Upon consideration of the Motion² of the Debtors for entry of an order pursuant to sections 105 (a) , 363, 1107(a) and 1108 of the Bankruptcy Code and Bankruptcy Rule 6003 authorizing, but not directing, the Debtors to pay certain prepetition obligations to Foreign Vendors; and upon consideration of the Gilner Declaration and the entire record of these chapter 11 cases; and due and sufficient notice of the Motion having been given under the circumstances; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and after due deliberation, and good and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED AND DECREED that:

1. The Motion is GRANTED.

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Lang Holdings, Inc. (9551); Turner Acquisition, Inc. (2115); Avalanche Publishing Acquisition, Inc. (3038); The Lang Companies, LLC (9182); Avalanche Publishing, Inc. (9793); and The Lang Store, Ltd., (2398). The mailing address of each of the Debtors is 514 Wells Street, Delafield, Wisconsin 53018.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

2. The Debtors are authorized, but not directed, in their sole discretion, to pay in the ordinary course the Foreign Vendor Claims in an amount up to \$5.2 million.

3. The Debtors are authorized, but not directed, in their sole discretion, to pay in the ordinary course the prepetition claims (the "Royalty Claims") of claimants under various royalty agreements and licenses (collectively, the "Royalty Claimants"), in an amount up to \$1.1 million.

4. Prior to paying a Foreign Vendor Claim or a Royalty Claim, the Debtors may, in their absolute discretion, settle all or some of the prepetition claims of such Foreign Vendor or Royalty Claimant for less than their face account without further notice or hearing.

5. In return for payment of the Foreign Vendor Claims and Royalty Claims in the ordinary course of business, unless otherwise waived by the Debtors in their sole discretion, the Foreign Vendors and Royalty Claimants are hereby required to continue to provide goods and services to the Debtors on the most favorable terms in effect between such supplier and the Debtors in the six months prior to the Petition Date or on such other favorable terms as the Debtors and the Foreign Vendor or Royalty Claimant may otherwise agree ("Customary Trade Terms"). The Customary Trade Terms shall apply for the remaining term of the Foreign Vendor's or Royalty Claimant's agreement with the Debtors (or, if no such agreement exists, for the duration of these cases), as long as the Debtors agree to pay for such goods and services in accordance with such terms.

6. If any Foreign Vendor or Royalty Claimant accepts payment on account of a prepetition obligation of the Debtors and thereafter does not continue to provide goods and services to the Debtors on Customary Trade Terms, any payments made shall be deemed an avoidable postpetition transfer under section 549 of the Bankruptcy Code and shall be

recoverable by the Debtors in cash upon written request. Upon recovery by the Debtors, the claim shall be reinstated as a prepetition claim in the amount so recovered.

7. The Debtors are hereby authorized, but not directed, to obtain written verification, before issuing payment to a Foreign Vendor or Royalty Claimant, that such Foreign Vendor or Royalty Claimant will, if relevant, continue to provide goods and services to the Debtors on Customary Trade Terms for the remaining term of the Foreign Vendor's or Royalty Claimant's agreement with the Debtors (or, if no such agreement exists, for the duration of these cases); provided, however, that the absence of such written verification will not limit the Debtors' rights hereunder.

8. The authority granted hereby to pay Foreign Vendor Claims and Royalty Claims shall not create any obligation on the part of the Debtors or their officers, directors, attorneys or agents to pay the Foreign Vendor Claims and Royalty Claims, none of the foregoing persons shall have any liability on account of any decision by the Debtors not to pay a Foreign Vendor Claim or Royalty Claim, and nothing contained in this order shall be deemed to increase, reclassify, elevate to an administrative expense status or otherwise affect the Foreign Vendor Claims or Royalty Claims to the extent they are not paid.

9. No claimant who receives payment on account of a Foreign Vendor Claim or Royalty Claim is permitted to file or perfect a Lien on account of such claim, and any such claimant shall take all necessary action to remove any existing lien relating to such claim, even if the Lien is against property of a non-Debtor.

10. All applicable banks and other financial institutions are hereby authorized and directed to receive, process, honor and pay any and all checks evidencing amounts paid by the Debtors pursuant to the Motion, whether issued or presented prior to or after the Petition

Date, provided that sufficient funds are on deposit in the applicable accounts to cover such payments. All banks and financial institutions are authorized and directed to rely on the representations of the Debtors as to which checks and wire transfers are issued or authorized to be paid pursuant to this Order.

11. The Debtors are authorized to issue postpetition checks as necessary to replace any prepetition checks that were issued with respect to the Foreign Vendor Claims and Royalty Claims and may be dishonored and such reissued checks shall reduce the payment cap imposed by this Order.

12. Neither the provisions contained herein, nor any actions or payments made by the Debtors pursuant to this Order, (i) shall be deemed an assumption or adoption of any policy, program, practice, contract or agreement, or shall otherwise affect the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease; or (ii) shall be deemed an admission as to the validity of the underlying obligation or a waiver of any rights the Debtors may have to subsequently dispute such obligation on any ground that applicable law permits.

13. Notwithstanding anything to the contrary herein, payments made pursuant to this Order shall be subject to (i) any requirements imposed on the Debtors under any order entered by the Court approving postpetition financing and/or the use of cash collateral and (ii) any budget approved in connection therewith.

14. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

15. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.

16. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

17. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

Dated: Wilmington, Delaware
July 17, 2009



Kevin J. Carey
Chief United States Bankruptcy Judge