



**ORDERED** that, pursuant to Section 364(c)(2) of the Bankruptcy Code, the Debtor is hereby authorized to enter into the Supplemental Agreement, a copy of which is attached to the Motion as Exhibit A; and it is further

**ORDERED** that Flatiron is hereby granted a security interest and lien, senior to the rights of the Estate in this or any subsequent proceeding under the Bankruptcy Code, in the following (collectively the "Flatiron Collateral"):

- (i) any and all unearned or returned premiums which may become payable under the director and officer liability policy for whatever reason; and
- (ii) loss payments to the extent that such payments reduce the unearned premiums, subject to any mortgagee or loss payee interests; and it is further;

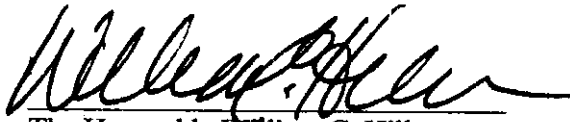
**ORDERED** that the full rights of Flatiron pursuant to the Supplemental Agreement and controlling state law be and the same hereby are fully preserved and protected and are and shall remain unimpaired by the pendency of the bankruptcy case or any subsequent conversion of this proceeding to a Chapter 7 or any subsequent appointment of a trustee; and it is further

**ORDERED** that Flatiron's liens and security interests shall be and are hereby deemed to be duly perfected without further action by Flatiron; and it is further

**ORDERED** that, in the event that the Debtor defaults upon any of the terms of the Supplemental Agreement, Flatiron may exercise such rights as it may otherwise have under state law, but for the pendency of this proceeding and, without the necessity of further application to this Court, to cancel the director and officer liability policy, and receive and apply all unearned insurance premiums to the account of the Debtor. In the event that, after the application of the proceeds of the Flatiron Collateral, any sums still remain due to Flatiron pursuant to the Supplemental Agreement, such deficiency shall be deemed an administrative expense of the estate under Section 364(c)(1) of the Bankruptcy Code; and it is further

**ORDERED** that the DIP Financing <sup>1</sup>, the DIP Agreement and the DIP Order are hereby modified, without the need to execute any further documents, to permit the Debtor to effectuate the terms of the Supplemental Agreement, including, without limitation: (a) to increase the amount of the authorized borrowing to permit the Debtor to pay (i) the \$101,920 down payment, and (ii) the monthly payments of \$25,633.99 due on September 1, 2008 and October 1, 2008, respectively, and (b) to permit the Debtor to grant Flatiron the limited security interests described in this order; and it is further

**ORDERED** that, in addition to any statutory notice required under state law, in the event of a default under the Supplemental Agreement, Flatiron shall provide, by facsimile, a copy of any notice of termination to: (a) counsel for the Trustee, Hanify & King, Professional Corporation, Attention: Harold B. Murphy, Esq. at (617) 423-0498, (b) counsel to the Lender, DLA Piper US LLP, Attention: Richard Kremen, Esq. at (410) 580-3191, and (c) counsel to the Committee, Jager Smith P.C., Attention Michael J. Fencer, Esq., at (617) 951-2414.

  
The Honorable William C. Hillman  
United States Bankruptcy Judge

Dated: Aug. 20, 2008

::ODMA\PCDOCS\DOCS\504111\1

---

<sup>1</sup> Capitalized terms not otherwise defined in this order shall have the meanings ascribed to them in the Motion.