



**IT IS HEREBY FOUND THAT:**

A. Jurisdiction. This Court has core jurisdiction over these proceedings and the parties and property affected by this order (the "Order") pursuant to 28 U.S.C. §§157(b) and 1334.

B. Notice: Under the circumstances of the above captioned bankruptcy proceeding, the Debtor gave due and sufficient notice of the Motion and the hearing on the Motion.

C. On June 23, 2008 (the "Petition Date"), the Debtor filed a petition for relief under Chapter 11 of the Bankruptcy Code.

D. On July 23, 2008, the Debtor filed a *Motion For Entry of an Order (I) Authorizing Debtor-in-Possession to (A) Obtain Post-Petition Financing, (B) Grant Liens And Superpriority Administrative Claim Status, And (C) Modify The Automatic Stay; (II) Granting Related Relief; And (III) Scheduling a Hearing For Final Approval of Financing* (the "First DIP Motion"). On August 7, 2008 and August 28, 2008 the Court entered interim and final orders, respectively (collectively the "DIP Orders") granting the DIP Motion and authorizing the Debtor to obtain post-petition financing from the Lender. Pursuant to the DIP Orders, the Debtor and the Lender executed a *DIP Credit and Security Agreement* (the "DIP Loan Agreement").

E. The Debtor has an immediate need to obtain further financing to permit, among other things, the orderly continuation of the operation of its business. The Debtor is unable to obtain adequate unsecured credit allowable under Section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Post-Petition Financing is unavailable to the Debtor without the Debtor granting to the Lenders the claims and liens described in the Motion and as granted in this Order.

F. The Debtor has negotiated an extension of the DIP Facility pursuant to the *First Amendment to Final DIP Credit And Security Agreement* (the “DIP Extension Agreement”) and the budget attached to the Motion. The terms of the extension of the DIP Facility are identical, other than with respect to the term and amount of the DIP Facility, to the terms of the DIP Loan Agreement.

G. The terms of the Post-Petition Financing and any fees contemplated by the Post-Petition Financing are fair and reasonable, reflect the Debtor’s exercise of prudent business judgment consistent with their fiduciary duties and are supported by reasonably equivalent value and fair consideration.

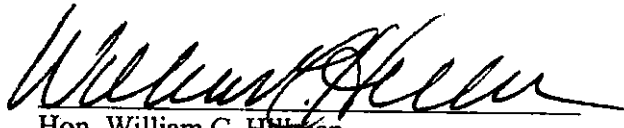
H. The approval of the Post-Petition Financing is in the best interest of the Debtor, its bankruptcy estates and its creditors and is necessary and essential to preserve the value of the Debtor’s assets.

I. The Post-Petition Financing has been negotiated in good faith and at arm’s-length between the Debtor and the Lenders. Any credit extended and loans made to the Debtor by the Lenders pursuant to this Order and the DIP Documents (including the DIP Extension Agreement) shall be deemed to have been extended by the Lenders in good faith, as that term is used in Section 364(e) of the Bankruptcy Code.

**NOW THEREFORE**, taking into consideration the foregoing findings and all of the evidence before the Court, it is **HEREBY ORDERED ADJUDGED AND DECREED AS FOLLOWS:**

1. The Motion is allowed.
2. The Debtor is authorized to continue borrowing pursuant to the DIP Documents, as amended.

3. The terms and conditions of the DIP Orders shall remain in full force and effect with respect to all advances made pursuant to this Order, the DIP Orders and the DIP Documents and the Lenders shall continue to have all rights, remedies and protections granted under the DIP Orders and the DIP Documents including, but not limited to, all liens and claims granted under the DIP Orders and DIP Documents.

  
Hon. William C. Hoffman,  
United States Bankruptcy Judge

Dated: October 8, 2008

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4. The Review Period referred to in Paragraph 14(b) of the DIP order dated August 7, 2008 is extended for 25 days until November 30, 2008.