

**EXHIBIT 4**

**EXHIBIT 4 TO REPLY**  
**ADDITIONAL LANGUAGE FOR RETENTION ORDER**

a. Professional shall not be entitled to indemnification, contribution or reimbursement pursuant to the Letter Agreement for services other than the financial advisory and investment banking services provided under the Letter Agreement, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;

b. The Debtors shall have no obligation to indemnify Professional, or provide contribution or reimbursement to Professional, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Professional's gross negligence, willful misconduct, breach of fiduciary duty, if any, bad faith or self-dealing; or (ii) settled prior to a judicial determination as to Professional's gross negligence, willful misconduct, breach of fiduciary duty, or bad faith or self-dealing but determined by this Court, after notice and a hearing to be a claim or expense for which Professional should not receive indemnity, contribution or reimbursement under the terms of the Letter Agreement as modified by this Order; and

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these chapter 11 cases, Professional believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Letter Agreement (as modified by this Order), including without limitation the advancement of defense costs, Professional must file an application therefore in this Court, and the Debtors may not pay any such amounts to Professional before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Professional for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Professional. All parties in interest shall retain the right to object to any demand by Professional for indemnification, contribution or reimbursement.