UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
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In re:	**Case Nos.: 6:11-bk-06493 through 6:11-bk-06497**
CORDIA COMMUNICATIONS CORP., et al.[1]	**Chapter 11**
Debtors. _____/	**(Jointly Administered)**

FOURTH INTERIM ORDER GRANTING DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER AUTHORIZING USE OF ALLEGED CASH COLLATERAL

THIS CASE came before the Court for hearing on July 14, 2011 at 11:00 a.m. upon the Debtors' Emergency Motion for Entry of an Order Authorizing Use of Alleged Cash Collateral [ECF No. 12] (the "Motion"). The Court, having considered the Motion and the Supplemental Budget filed with the Court on July 30, 2011 [ECF No. 199] (the "Budget"), the record in this matter, the arguments and presentations of counsel, the evidence presented, the Debtors' offer of adequate protection, the consent of Thermo Credit, LLC ("Thermo") to the relief granted herein, and other terms set forth in this Fourth Interim Order (the "Fourth Interim Order"), finds that good cause exists to grant the relief set forth herein and that such relief is appropriate pursuant to 11 U.S.C. §§ 361 and 363. Accordingly, it is

ORDERED:

1. The Motion is GRANTED to the extent set forth herein.

[1] The last four digits of the taxpayer identification number for each of the jointly administered debtors are: Cordia Communications Corp. [1591], Cordia Communications Corp. of VA [6448], My Tel Co., Inc. [5042], Midwest Marketing Group, Inc. [5042], and Northstar Telecom, Inc. [9662]. The mailing address for the Debtors is 13275 W. Colonial Drive, Winter Garden, FL 34787.

2. The Debtor is authorized, on an interim basis, to use cash collateral in accordance with the Budget through September 23, 2011 (the "Termination Date").

3. For the purposes of this Fourth Interim Order, the foregoing authority shall authorize the Debtors to utilize all proceeds of pre- and post-petition receivables and customer payments received or deposited into the Lockbox, Collections Accounts, and Contingency Account (as such terms are defined in the Motion) on or after the Petition Date in accordance with the Budget and this Second Interim Order.

4. Thermo and lockbox processor Klik Technologies Corp. ("Klik") are DIRECTED to deliver to the Debtors, on a rolling basis, all customer payments received or deposited into the Lockbox, Collections Accounts or Contingency Accounts (as such terms are defined in the Motion) within 1 business day of such receipt or deposit.

5. Thermo and Klik shall provide the Debtors with daily reports reflecting all transactions and activity occurring in the Lockbox, Collections Accounts, or Contingency Account.

6. In connection with the Debtors' use of cash collateral, the Debtors, in any particular calendar month: (i) are not authorized to exceed any line item on the Budget by more than ten (10%) percent of such line item unless it receives prior written consent from Thermo; (ii) may not incur a negative variance from aggregate income (revenues less operating expenses) by more than ten (10%) percent unless it receives prior written consent from Thermo, and (iii) may not pay any prepetition obligation without a prior order of the Court. Notwithstanding the foregoing, the Debtors may pay any fees due to the Office of the United States Trustee pursuant to 28 U.S.C. § 1930(a)(6) when due.

7. Subject to paragraph 11 of this Fourth Interim Order, (a) the Lockbox, Collections Accounts and Contingency Account controlled by Thermo contained $319,857.61 as of the Petition Date; and (b) as of April 29, 2011, the net amount advanced by Thermo under the FSA was $1,975,583.77 (without application of $225,000 in the Contingency Account).

8. The Debtors shall provide to Thermo (a) daily reports reflecting actual cash inflows and outflows and such reports shall be delivered by email to counsel for Thermo by 5:00 p.m. (ET) for the immediately preceding business day, and (b) weekly reports delivered by email to counsel for Thermo by 5:00 p.m. (ET) each Wednesday reflecting (i) a comparison of budgeted-to-actual results for the preceding week, (ii) aging of accounts receivable as of the close of business on Friday of the preceding week, and (iii) a roll-forward of accounts receivable as of the close of business on Friday of the preceding week.

9. Thermo is granted a replacement lien on and in cash collateral, receivables, and other property , including but not limited to all amounts contained in or payments received or deposited into the Lockbox, Collections Accounts or Contingency Account, owned, acquired or generated post-petition by the Debtors' continued operations solely to the extent and priority, if any, and of the same kind and nature as Thermo had, if any, prior to the filing of this bankruptcy case effective as of the Petition Date, which lien shall be deemed to be perfected as of the Petition Date, without the need for the execution, filing or recording of any further documents or instruments, otherwise required to be executed or filed under non-bankruptcy law.

10. To the extent that the replacement lien granted hereunder is found to be insufficient, Thermo shall be afforded the priority in payment afforded by section 507(b) of the Bankruptcy Code to the extent of any diminution in the value of its security or ownership interests, if any, after giving effect to the value, if any, of the replacement lien granted hereunder.

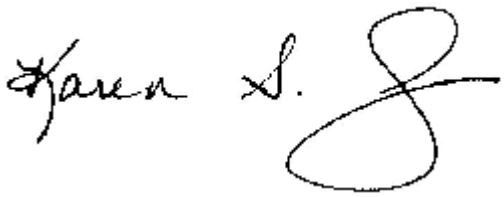
11. No provision of this Fourth Interim Order shall be deemed to be a determination (a) of the validity, priority, or extent of an ownership or security interest asserted by Thermo, (b) that Thermo's interests, if any, are entitled to adequate protection, or (c) that the replacement lien and other protections granted hereby are sufficient to adequately protect Thermo's interests, if any. Nothing herein is intended to operate as a waiver of any of Thermo's rights with respect to the Debtors, including but not limited to the validity, priority, or extent of any ownership or security interest that Thermo may have in the pre-petition accounts receivable generated by the Debtors or any assets of the Debtors. Further, Thermo reserves the right to object to any future requests to use cash collateral and the Debtors reserve all of their rights including, without limitation, the right to demand that Thermo prove the validity, priority and extent of its alleged interests.

12. If the Court enters an order dismissing the Debtors' bankruptcy cases, converting the cases to cases under chapter 7, or appointing a chapter 11 trustee, such order shall constitute an event of default under the terms of this Fourth Interim Order, and the Debtors' authorization to use cash collateral provided herein shall be automatically revoked without the need for further hearing.

13. The provisions of this Fourth Interim Order shall remain in full force and effect unless modified or vacated by subsequent order of this Court.

14. A further hearing shall be held in connection with the Motion on **September 19, 2011 at 11:00 a.m.** at the United States Bankruptcy Court, Courtroom B, 5th Floor, 135 W. Central Boulevard, Orlando, Florida 32801.

DONE AND ORDERED on August 4, 2011.



Karen S. Jennemann
United States Bankruptcy Judge

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Local Rule 1007 List

Summary of Cordia Debtors

10 Week Cash Flow Ending 9/23/11

US$000s

Week #		1	2	3	4	5	6	7	8	9	10	
Week ending:	Notes	7/22/2011	7/29/2011	8/5/2011	8/12/2011	8/19/2011	8/26/2011	9/2/2011	9/9/2011	9/16/2011	9/23/2011	Ttl 10 Wks
CASH INFLOWS:												
Accounts Rec.- Post Petition		$570.8	$331.9	$849.6	$554.5	$545.3	$584.6	$592.2	$596.0	$596.0	$596.0	$5,816.9
Accounts Rec.- Pre Petition		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Accounts Rec - CAB Post Petition		20.0	7.0	1.4	0.0	100.0	20.0	7.0	1.4	100.0	20.0	276.8
Accounts Rec - CAB Pre Petition		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Wholesale Revenue		0.0	0.0	0.0	60.0	30.0	0.0	0.0	60.0	30.0	0.0	180.0
Total Cash Inflows:		$590.8	$338.9	$851.0	$614.5	$675.3	$604.6	$599.2	$657.4	$726.0	$616.0	$6,273.7
CASH OUTFLOWS:												
Operations:												
Carriers		$362.9	$362.9	$362.9	$362.9	$362.9	$362.9	$362.9	$362.9	$362.9	$362.9	$3,628.6
Rent or Lease Expense		0.0	0.0	20.8	0.0	0.0	0.0	13.2	7.6	0.0	0.0	41.6
Payroll		2.9	94.1	0.0	92.2	0.0	83.3	0.0	74.3	0.0	71.5	418.3
Payroll Taxes and Benefits (16%)		2.0	13.4	22.0	13.1	0.0	11.7	19.0	10.2	0.0	9.8	101.2
Sales Taxes		71.3	41.3	106.4	69.4	68.3	73.1	74.1	74.6	74.6	74.6	727.7
Commissions		0.0	0.0	2.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	4.0
Telemarketing		70.0	70.0	70.0	70.0	70.0	70.0	70.0	70.0	70.0	70.0	700.0
Billing		16.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	17.5	174.0
Sales Tax Compliance Services		0.0	23.0	50.0	0.0	0.0	23.0	50.0	0.0	0.0	0.0	146.0
Telephone / Utilities		0.0	20.0	0.0	0.0	0.0	0.0	20.0	0.0	0.0	0.0	40.0
Advertising		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Other	(1)	23.0	33.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	240.0
Total Disbursements - Operations		**$548.6**	**$675.2**	**$674.6**	**$648.1**	**$541.7**	**$664.5**	**$651.6**	**$640.0**	**$547.9**	**$629.2**	**$6,221.4**
Interest:												
Interest Expense/Other Fees - DIP		$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Total Disbursements - Interest		**$0.0**	**$0.0**	**$0.0**	**$0.0**	**$0.0**	**$0.0**	**$0.0**	**$0.0**	**$0.0**	**$0.0**	**$0.0**
Cash Used for Operations and Interest		**$548.6**	**$675.2**	**$674.6**	**$648.1**	**$541.7**	**$664.5**	**$651.6**	**$640.0**	**$547.9**	**$629.2**	**$6,221.4**
Chapter 11 Administrative Costs:												
Prof. Fees - Legal		$0.0	$0.0	$0.0	$0.0	$15.0	$0.0	$80.0	$0.0	$0.0	$0.0	$95.0
Prof. Fees - CRO		0.0	0.0	0.0	0.0	50.0	0.0	75.0	0.0	0.0	0.0	125.0
Claims Agent		0.0	0.0	0.0	0.0	25.0	0.0	10.0	0.0	0.0	0.0	35.0
U. S. Trustee Fees		17.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	17.9
Other/Investment Banker		0.0	0.0	0.0	0.0	10.0	0.0	0.0	0.0	0.0	0.0	10.0
Total Disbursements - Ch 11		**$17.9**	**$0.0**	**$0.0**	**$0.0**	**$100.0**	**$0.0**	**$165.0**	**$0.0**	**$0.0**	**$0.0**	**$282.9**
Total Cash Disbursements		**$566.5**	**$675.2**	**$674.6**	**$648.1**	**$641.7**	**$664.5**	**$816.6**	**$640.0**	**$547.9**	**$629.2**	**$6,504.3**
Increase (Decrease in Cash)		**$24.3**	**($336.3)**	**$176.4**	**($33.6)**	**$33.6**	**($59.9)**	**($217.4)**	**$17.4**	**$178.1**	**($13.2)**	**($230.6)**
Cash Balance - Beginning		**$1,696.1**	**$1,720.5**	**$1,384.2**	**$1,560.5**	**$1,526.9**	**$1,560.6**	**$1,500.6**	**$1,283.2**	**$1,300.6**	**$1,478.7**	**$1,696.1**
Cash Balance - Ending		**$1,720.5**	**$1,384.2**	**$1,560.5**	**$1,526.9**	**$1,560.6**	**$1,500.6**	**$1,283.2**	**$1,300.6**	**$1,478.7**	**$1,465.5**	**$1,465.5**

Notes

(1) Includes $10K in Week 2 for United Healthcare.