

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re HSS Holding LLC, et al.,
Debtor

Case No. 13-12740 (BLS)

INITIAL MONTHLY OPERATING REPORT

File report and attachments with Court and submit copy to United States Trustee within 15 days after order for relief.

Certificates of insurance must name United States Trustee as a party to be notified in the event of policy cancellation. Bank accounts and checks must bear the name of the debtor, the case number, and the designation "Debtor in Possession." Examples of acceptable evidence of Debtor in Possession Bank accounts include voided checks, copy of bank deposit agreement/certificate of authority, signature card, and/or corporate checking resolution.

REQUIRED DOCUMENTS	Document Attached	Explanation Attached
12-Month Cash Flow Projection (Form IR-1)	Yes	12-Week DIP Budget attached.
Certificates of Insurance:		
Workers Compensation	Yes	
Property	Yes	
General Liability	Yes	
Vehicle	Yes	
Other: Crime, Employment Practices Liability, Umbrella, Automobile, "Key Man"	N/A	
Identify areas of self-insurance w/liability caps	N/A	
Evidence of Debtor in Possession Bank Accounts		
Tax Escrow Account		Cash Management Order and exhibits attached.
General Operating Account		
Money Market Account pursuant to Local Rule 4001-3. Refer to http://www.deb.uscourts.gov/		
Other:		
Retainers Paid (Form IR-2)	Yes	

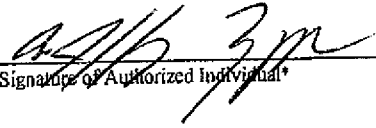
I declare under penalty of perjury (28 U.S.C. Section 1746) that this report and the documents attached are true and correct to the best of my knowledge and belief.

Signature of Debtor

Date

Signature of Joint Debtor

Date



Signature of Authorized Individual*

11-15-13

Date

A. Jeffrey Zappone

Printed Name of Authorized Individual

Chief Restructuring Officer

Title of Authorized Individual

*Authorized individual must be an officer, director or shareholder if debtor is a corporation; a partner if debtor is a partnership; a manager or member if debtor is a limited liability company.

12-WEEK DIP BUDGET

Hospitality Solutions Staffing Group, LLC and Subsidiaries
 DIP Budget
 (8006)

Week	1	2	3	4	5	6	7	8	9	10	11	12	Total
Week Ending	10/24/10/25	11/1/2013	11/8/2013	11/15/2013	11/22/2013	11/29/2013	12/6/2013	12/13/2013	12/20/2013	12/27/2013	1/3/2014	1/10/2014	
Beginning Bank Balance	452	563	-	2,936	677	2,897	733	3,233	1,160	2,952	-	1,141	452
Add:													
Collections	608	1,818	3,286	1,744	1,029	1,780	2,906	1,340	2,404	1,928	1,653	1,740	24,466
Less:													
Disbursements	497	4,801	3,950	4,084	809	3,954	426	3,412	612	6,153	512	3,375	29,104
Ending Bank Balance	563	(2,420)	2,936	677	2,897	733	3,233	1,160	2,952	(1,212)	1,141	(495)	(4,186)
DIP Loan Advances	2,420	-	-	-	-	-	-	-	-	1,212	-	495	4,186
Adjusted Ending Bank Balance	563	-	2,936	677	2,897	733	3,233	1,160	2,952	-	1,141	-	-
DIP Loan, Beginning Balance	-	-	2,420	2,420	2,420	2,420	2,420	2,420	2,420	2,420	3,692	3,692	4,186
DIP Loan Advances / (Paydown)	2,420	-	-	-	-	-	-	-	-	1,212	-	495	4,186
DIP Loan, Ending Balance	-	-	2,420	2,420	2,420	2,420	2,420	2,420	2,420	3,692	3,692	4,186	4,186
Disbursements:													
Total COGS Related	3,850	-	-	3,132	-	3,084	-	2,700	-	2,464	-	2,700	18,130
Total Regional	24	326	48	276	48	314	48	298	48	298	70	299	2,098
Total Corporate	23	302	51	200	212	212	152	212	63	212	138	199	1,813
Total Workers Comp Costs	-	-	-	-	489	-	-	-	489	-	-	-	979
Professional Fees:													
Debtor Inaction Management	25	50	50	50	50	50	50	50	50	50	50	50	575
Investment Banking	-	6	6	6	6	6	7	7	7	7	7	7	70
Claims Agent	-	15	15	15	15	15	19	19	19	19	15	15	180
Trustee & Court Fees	-	-	-	-	-	-	-	-	-	-	40	-	40
Debtor Remediation Counsel	70	50	50	50	50	50	50	50	35	35	35	35	560
Creditor Committee Counsel	4	6	6	6	6	6	5	5	5	5	5	5	60
Creditor Committee Financial Advisor	4	4	4	4	4	4	3	3	3	3	3	3	36
Bank Counsel	8	8	8	8	8	8	6	6	6	6	10	10	80
Bank Financial Advisor	6	6	6	6	6	6	5	5	5	5	5	5	60
Notching	-	20	-	-	-	-	6	6	6	6	-	-	55
Other Professional	12	12	12	12	12	10	11	11	11	11	7	7	114
Total Professional Fees:	95	156	186	156	156	150	162	162	162	147	137	137	1,830
Financing Fees:													
Term Loan Interest	-	67	-	-	-	67	-	-	-	-	67	-	200
Pre-Petition Revolver Interest	-	35	-	-	-	35	-	-	-	-	35	-	105
DIP Interest	-	-	-	-	-	27	-	-	-	21	-	-	48
DIP Fees	240	0	-	-	-	0	-	-	-	0	-	-	240
Total Financing Fees:	240	102	-	-	-	129	-	-	-	21	102	-	593
Other:													
Utility Deposits	30	-	-	-	-	-	-	-	-	-	-	-	30
Other Deposits	20	-	-	-	-	-	-	-	-	-	-	-	20
IT / Computing	25	25	25	25	25	25	25	25	25	25	25	25	225
Misc	25	25	25	25	25	25	25	25	25	25	25	25	300
Accrued Payroll	-	-	-	-	-	-	-	-	-	2,300	-	-	2,300
Wind Down Costs	15	15	15	15	15	15	15	15	15	15	15	15	180
Other	115	65	65	40	65	65	65	40	65	2,971	65	40	3,661
Total Other:	497	4,801	350	4,004	809	3,984	426	3,412	812	6,123	512	3,375	29,104

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Agency, Ltd 1750 E Golf Road Suite 1100 Schaumburg IL 60173	CONTACT NAME: Kelly Perry PHONE (A/C No, Ext): 847-463-7871 FAX (A/C No): 847-440-9126 E-MAIL ADDRESS: kperry@assuranceagency.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nat'l Union Fire Ins. Co. of P</td> <td>19445</td> </tr> <tr> <td>INSURER B : PENNSYLVANIA MAN</td> <td>12262</td> </tr> <tr> <td>INSURER C : St. Paul Fire & Marine</td> <td>24767</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nat'l Union Fire Ins. Co. of P	19445	INSURER B : PENNSYLVANIA MAN	12262	INSURER C : St. Paul Fire & Marine	24767	INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED HOSPSTA-03 Hospitality Staffing Solutions Group, LLC 100 Glenridge Point Parkway Suite 400 Atlanta GA 30342														

COVERAGES **CERTIFICATE NUMBER: 257283200** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		PK04186425301	4/13/2013	4/13/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PK04186425301	4/13/2013	4/13/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		UMB04186617001	4/13/2013	4/13/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N N/A	201375A3389715 (AOS) 2013003389715B (WI)	4/13/2013 4/13/2013	4/13/2014 4/13/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A C	Professional Liability (E&O) Excess Liability		PK04186425301 ZUP10P0344013NF	4/13/2013 4/13/2013	4/13/2014 4/13/2014	\$1,000,000 Each Occ. \$2,000,000 Agg \$15,000,000 Each Occ. \$15,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance
Evidence of Insurance, in the event of cancellation the Department of Justice / U.S. Trustee Program will be notified."

CERTIFICATE HOLDER

CANCELLATION

UNITED STATES TRUSTEE J. CALEB BOGGS FEDERAL BUILDING 844 N. KING STREET, SUITE 2207 WILMINGTON DE 19801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/14/2013

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW, THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Assurance Agency, Ltd 1750 E Golf Road Suite 1100 Schaumburg IL 60173	PHONE (847) 797-5700 COMPANY Granite State Insurance Co.
FAX (A/C. No.) 847-440-9130 E-MAIL ADDRESS: kperry@assuranceagency.com	LOAN NUMBER POLICY NUMBER 02LX000854803401
CODE: AGENCY CUSTOMER ID# HOSPSTA-03 INSURED Hospitality Staffing Solutions Group, LLC 100 Glenridge Point Parkway Atlanta GA 30342	EFFECTIVE DATE 4/13/2013 EXPIRATION DATE 4/13/2014 <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 Re: 100 Glenridge Point Parkway, Suite 400, Atlanta GA 30342

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Business Personal Property, Replacement Cost, Special Form (Including Theft)*	\$60,000	\$1,000
Business Income with Extra Expense, Replacement Cost, Special Form (Including Theft)*	\$450,000	\$1,000
*Subject to Policy Exclusions		

REMARKS (Including Special Conditions)

Proof of Insurance
 Evidence of Insurance, in the event of cancellation the Department of Justice / U.S. Trustee Program will be notified."

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS UNITED STATES TRUSTEE J. CALES BOGGS FEDERAL BUILDING 844 N. KING STREET, SUITE 2207 WILMINGTON DE 19801	<input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> ADDITIONAL INSURED LOAN # AUTHORIZED REPRESENTATIVE <i>John DeLozier Signature</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/5/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Equity Risk Partners, Inc. License No. 0D21146 456 Montgomery St, Suite 1600 San Francisco CA 94104	CONTACT NAME: Partners Services Group PHONE (A/C No, Ext): (415) 874-7168 FAX (A/C No): (415) 874-7199 E-MAIL ADDRESS: mhurtado@equityrisk.com														
INSURED HSS Group, Inc., DBA: Hospitality Staffing 100 Glenridge Point Parkway Suite 400 Atlanta GA 30342	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Ins. Co.</td> <td>16535</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins. Co.	16535	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: CI1391813786** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
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E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
A	Crime			PRA585411601	9/15/2013	9/15/2014	Limit: \$1,000,000 Deductible: \$10,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Evidence of Insurance, in the event of cancellation the Department of Justice/ U.S. Trustee Program will be notified.

CERTIFICATE HOLDER Department of Justice/ U.S. Trustee Program J. Caleb Boggs Federal Bldg. 844 N. King Street, Suite 2207 Wilmington, DE 19801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Anthony Marcon/LEONG
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Additional Named Insureds

Other Named Insureds

Hospitality Staffing Solutions, LLC

Doing Business As



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/5/2013

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COVERAGES **CERTIFICATE NUMBER: CL1391813788** **REVISION NUMBER:**

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$ WC STATUTORY LIMITS OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEES \$ E.L. DISEASE - POLICY LIMIT \$
A	Employment Practices Liability			G24162011003	9/15/2012	12/15/2013	Limit \$1,000,000 Deductible: \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Evidence of Insurance, in the event of cancellation the Department of Justice/ U.S. Trustee Program will be notified.

CERTIFICATE HOLDER Department of Justice/ U.S. Trustee Program J. Caleb Boggs Federal Buildin 844 N. King Street, Suite 2207 Wilmington, DE 19801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Anthony Marcon/LEONG
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Additional Named Insureds

Other Named insureds

Hospitality Staffing Solutions, LLC

Doing Business As

“Key Man” Insurance Policy

A certificate of insurance for the Debtor’s “key man” insurance policy is to be provided.

CASH MANAGEMENT ORDER

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

In re:	Chapter 11
HSS Holding, LLC, ¹	Case No. 13-12740 (BLS)
Debtor.	

In re:	Chapter 11
Hospitality Staffing Solutions Group, LLC	Case No. 13-12741 (BLS)
Debtor.	

In re:	Chapter 11
Hospitality Staffing Solutions, LLC	Case No. 13-12742 (BLS)
Debtor.	

In re:	Chapter 11
IHS Staffing Services, LLC	Case No. 13-12743 (BLS)
Debtor.	

In re:	Chapter 11
IHS Hospitality Services, LLC,	Case No. 13-12744 (BLS)
Debtor.	

In re:	Chapter 11
Hospitality Staffing Solutions of Louisiana, L.L.C.	Case No. 13-12745 (BLS)
Debtor.	

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: HSS Holding, LLC (7903); Hospitality Staffing Solutions Group, LLC (7921); Hospitality Staffing Solutions, LLC (8300); IHS Staffing Services, LLC (7545); IHS Hospitality Services, LLC (8258); Hospitality Staffing Solutions of Louisiana, L.L.C. (2862); Hospitality Staffing Solutions of Iowa, LLC (0578); Hospitality Staffing Solutions of Connecticut, LLC (2536); Hospitality Staffing Solutions of Indiana, LLC (2882); and Hospitality Staffing Solutions of Illinois, LLC (0721). The Debtors' address is 100 Glenridge Point Parkway, Suite 400, Atlanta, GA 30342.

In re:)	Chapter 11
Hospitality Staffing Solutions of Iowa, LLC)	Case No. 13-12746 (BLS)
Debtor.)	

In re:)	Chapter 11
Hospitality Staffing Solutions of Connecticut, LLC)	Case No. 13-12747 (BLS)
Debtor.)	

In re:)	Chapter 11
Hospitality Staffing Solutions of Indiana, LLC)	Case No. 13-12748 (BLS)
Debtor.)	

In re:)	Chapter 11
Hospitality Staffing Solutions of Illinois, LLC)	Case No. 13-12749 (BLS)
Debtor.)	Joint Administration Requested Related to Docket No. 15

ORDER (A) AUTHORIZING THE DEBTORS TO (I) CONTINUE USING EXISTING CASH MANAGEMENT SYSTEM AND (II) MAINTAIN EXISTING BANK ACCOUNTS AND BUSINESS FORMS

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of an order (this "Order"): (i) authorizing, but not directing, the Debtors to (i) continue to use their existing cash management system, and (ii) maintain their existing bank accounts and business forms; and upon consideration of the Motion and the Zappone Declaration; it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors and other parties in interest; the Court having jurisdiction

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; notice of the Motion having been adequate and appropriate under the circumstances; and after due deliberation and sufficient cause appearing therefore, it is hereby ORDERED

1. The Motion is granted as set forth herein.
2. The Debtors are authorized to continue using the Cash Management System, modified as proposed in the Motion.
3. The Debtors are authorized to: (a) continue to use, with the same account numbers, all of the Bank Accounts in existence as of the Petition Date, including, without limitation, those accounts identified on **Exhibit A** and **Exhibit B** to the Motion; (b) use, in their present form, all correspondence and business forms (including, but not limited to, letterhead, purchase orders and invoices), as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession, provided that once the Debtors' existing checks have been used, the Debtors shall, when reordering checks, require the designation "Debtor in Possession" and the corresponding bankruptcy case number on all checks and provided further that, with respect to checks that the Debtors or their agents print themselves, the Debtors shall begin printing the "Debtor in Possession" legend on such items within ten (10) days of the date of entry of this Order; and (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession.
4. Except as otherwise expressly provided in this Order, all banks at which the Bank Accounts are maintained (collectively, the "Banks") are authorized and directed to continue to

service and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor and pay any and all checks, drafts, wires and automated clearing house transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

5. The Debtors are authorized to pay customary prepetition banking and custody fees owed to any of the Banks and any such customary postpetition banking and custody fees will have administrative priority; provided, however, that payments pursuant to this paragraph in respect of prepetition obligations may not exceed ~~\$1,000~~ ^{AND 4,000} in the aggregate.

6. Subject to the consent of the lender under the Debtors' proposed debtor-in-possession financing facility, the Debtors are authorized to open any new bank accounts or close any existing bank accounts as they may deem necessary and appropriate in their sole discretion; provided, however, that the Debtors give notice within fifteen (15) days to the Office of the United States Trustee for the District of Delaware and any statutory committees appointed in these chapter 11 cases; provided, further, that the Debtors shall open any such new Bank Account at banks that have executed a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement.

7. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived.

8. To the extent necessary, the investment and deposit guidelines of section 345 of the Bankruptcy Code are hereby waived for a period of forty-five (45) days from the Petition Date, which waiver may only be extended upon the consent of the United States Trustee or further order of the Court.

9. The Debtors shall maintain accurate and detailed records of all transfers, including any intercompany transfers, so that all transactions may be readily ascertained, traced, recorded properly and distinguished between prepetition and postpetition transactions.

10. To the extent any payment is authorized by the Court, the Debtors may disburse funds by debit, wire or automatic clearing house payments and other means.

11. The Debtors may allow third-party payroll and benefits administrators and providers to continue preparing and issuing checks on behalf of the Debtors.

12. As soon as practicable after the entry of this Order, the Debtors shall serve a copy of this Order on all Banks where the Debtors maintain an account.

13. For the Banks at which the Debtors hold accounts that are party to a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, within fifteen days from the entry of this Order, the Debtors shall (a) contact each Bank; (b) provide each Bank with each of the Debtors' employer identification numbers; and (c) identify each of their accounts held at such Banks as being held by a debtor in possession.

14. For banks at which the Debtors hold accounts that are not party to a Uniform Depository agreement with the Office of the United States Trustee for the District of Delaware, the Debtors shall use their good-faith efforts to cause the banks to execute a Uniform Depository agreement in a form prescribed by the Order of the United States Trustee within forty-five (45) days of the date of this Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

15. Notwithstanding anything to the contrary contained herein, the relief herein is granted solely to the extent that it is consistent with the Order (i) authorizing the Debtors to

(a) obtain postpetition financing on an interim basis and (b) utilize cash collateral of prepetition secured parties on an interim basis, (ii) granting adequate protection, (iii) modifying the automatic stay and (iv) granting related relief, pursuant to Bankruptcy Code sections 105, 361, 362, 363(c), 363(d), 363(e), 364(c), 364(d)(1), 364(e) and 507(b) and the final financing order with respect thereof, as applicable, and to the extent payments authorized by this Motion are consistent with the approved Budget (as defined therein).

16. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

17. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

18. The Debtors have satisfied the requirements of Bankruptcy Rule 6003 to support the immediate entry of an order authorizing them to continue to use their existing Cash Management System.

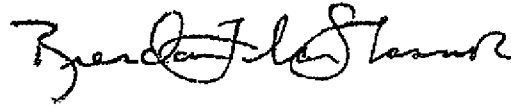
19. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

20. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

21. Notwithstanding any provision in the Bankruptcy Rules to the contrary, the Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order and the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

22. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: Wilmington, Delaware
Oct. 25, 2013

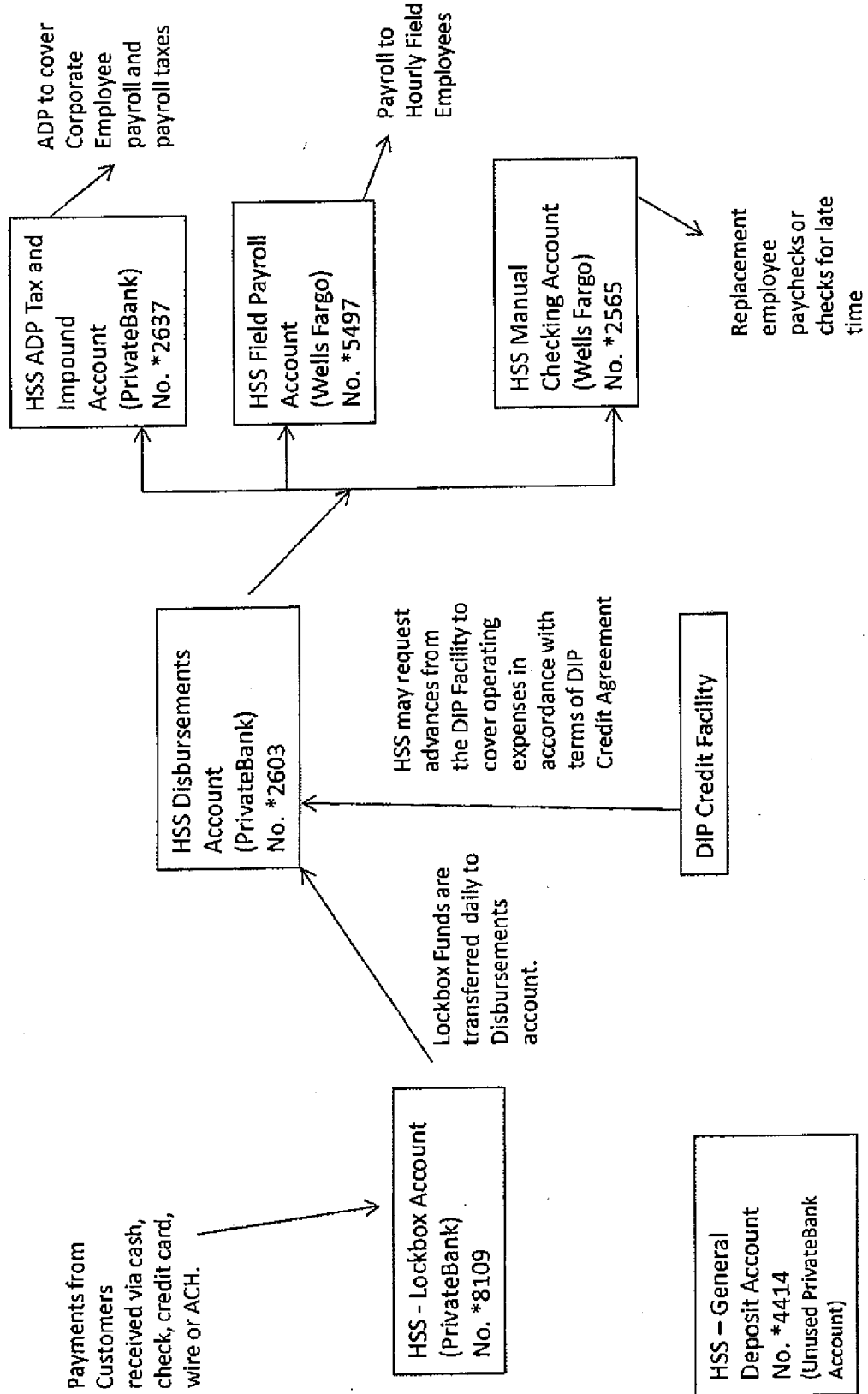


United States Bankruptcy Judge

EXHIBIT A**HSS Bank Accounts**

Account Description	Bank	Account Number
HSS Lockbox Account	PrivateBank	*8109
HSS Disbursements Account	PrivateBank	*2603
HSS ADP Tax and Impound Account	PrivateBank	*2637
HSS General Account	PrivateBank	*4414
HSS Field Payroll Account	Wells Fargo	*5497
HSS Manual Checking Account	Wells Fargo	*2565

Exhibit B: HSS Bank Account Schematic



SCHEDULE OF RETAINERS PAID

In re HSS Holding LLC, et al.,

Debtor

Case No. 13-12740 (BLS)

Reporting Period: Initial Operating Report

SCHEDULE OF RETAINERS PAID TO PROFESSIONALS

(This schedule is to include each Professional paid a retainer ¹)

Payee	Wire Transfer		Name of Payor	Amount	Amount Applied to Date	Balance
	Date	Number				
Conway Mackenzie Management Services, LLC	10/14/2013	20132840254100	Hospitality Staffing Solutions Group, LLC	\$67,199.71	\$67,199.71	\$0.00
Conway Mackenzie Management Services, LLC	10/15/2013	20132880307200	Hospitality Staffing Solutions Group, LLC	\$35,186.81	\$10,186.81	\$25,000.00
Conway Mackenzie Management Services, LLC	10/17/2013	20132900174100	Hospitality Staffing Solutions Group, LLC	\$76,250.43	\$76,250.43	\$0.00
Conway Mackenzie Management Services, LLC	10/23/2013	20132960041600	Hospitality Staffing Solutions Group, LLC	\$50,000.00	\$0.00	\$50,000.00
Conway Mackenzie Management Services, LLC	10/23/2013	20132960103500	Hospitality Staffing Solutions Group, LLC	\$51,690.75	\$51,690.75	\$0.00
Daniel J. Edelman, Inc.	10/15/2013	20132880314200	Hospitality Staffing Solutions Group, LLC	\$50,000.00	\$0.00	\$50,000.00
Daniel J. Edelman, Inc.	10/23/2013	20132960076300	Hospitality Staffing Solutions Group, LLC	\$12,500.00	\$0.00	\$12,500.00
Epiq Bankruptcy Solutions, LLC	10/15/2013	20132900174000	Hospitality Staffing Solutions Group, LLC	\$25,000.00	\$0.00	\$25,000.00
Saul Ewing LLP	10/14/2013	20132840242200	Hospitality Staffing Solutions Group, LLC	\$100,000.00	\$532.08	\$99,467.92
Saul Ewing LLP	10/21/2013	20132950108900	Hospitality Staffing Solutions Group, LLC	\$40,000.00	\$40,000.00	\$0.00

¹ Identify all Evergreen Retainers