

contemporaneously with the Motion, and the evidence submitted or adduced and the arguments of counsel made at the interim hearing held on October 19, 2011 (the “Interim Hearing”); and notice of the Interim Hearing having been given in accordance with Bankruptcy Rule 2002, 4001(b) and (d), and 9014, and it appearing that no further notice need be provided; and the relief requested being within the guidelines for requests for the use of cash collateral set forth in Local Rule 4001-2; and the Lender having consented to the relief granted herein; and the relief requested in the Motion being in the best interests of the Debtors, their estates and their creditors; and the Court having determined that the legal and factual bases set forth in the Motion and at the Interim Hearing establish just cause for the relief granted herein; and upon all the proceedings before the Court and after due deliberation and sufficient cause appearing therefor,

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. Petition Date. On October 12, 2011 (the “Petition Date”), the Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Chapter 11 Case”).

B. Debtor in Possession. The Debtor is continuing in the management and operation of its business and properties as debtor in possession pursuant to section 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Case.

C. Jurisdiction and Venue. This Court has jurisdiction, pursuant to 28 U.S.C. §§ 157(b) and 1334, over these proceedings and over the persons and property affected hereby. Venue for the Chapter 11 Case is proper in this district pursuant to 28 U.S.C. § 1408. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

D. Statutory Committee. As of the date hereof, the United States Trustee for the Southern District of New York (the “U.S. Trustee”) has not appointed an official committee of unsecured creditors (a “Creditors’ Committee”) in these Chapter 11 Case pursuant to section 1102 of the Bankruptcy Code.

E. Debtor’s Stipulations. The Debtor admits, stipulates and agrees that (collectively, paragraphs E(a) through E(h) below are referred to herein as the “Debtor’s Stipulations”):

a. Loan. On May 19, 2008, the Debtor entered into a loan agreement with the Lender for a working capital line of credit loan in the maximum principal amount of \$12,000,000.00 (the “Loan”). In connection with the Loan, the Debtor executed and delivered to the Lender a certain Revolving Credit Note dated as of May 19, 2008, in the maximum principal amount of \$12,000,000.00, as amended and restated by that certain Amended and Restated Revolving Credit Note dated as of December 14, 2009 (as amended, the “Note”). To secure its obligations to the Lender under the Loan and the Note, the Debtor executed and delivered to the Lender (i) a certain Open-End Mortgage, Assignment of Leases, and Security Agreement dated as of May 19, 2008 (the “Mortgage”), pursuant to which the Debtor gave to the Lender a mortgage lien in the maximum lien amount of \$12,000,000.00 on that certain parcel of real property commonly known as 120 S. 16th Street, Lebanon City, Lebanon County, Pennsylvania (the “Mortgaged Property”); and (ii) a certain Security Agreement dated as of May 19, 2008 (the “Security Agreement”), pursuant to which the Debtor gave to the Lender a security interest in all of the Debtor’s Accounts, Chattel Paper, Deposit Accounts, Documents, licenses/permits through E-Rate, E-Fund, FCC Fund, Goods, Equipment, Fixtures and Accessories, Instruments, Investment Property, Letter Of Credit Rights, Motor Vehicles, Supporting Obligations, all

monies of the Debtor that the Lender has in its possession, all books and records, including customer lists and ledgers, Commercial Tort Claims, and Proceeds of above collateral (together with the Mortgaged Property, collectively, the “Prepetition Collateral”). The Note, the Mortgage and the Security Agreement, together with all agreements, documents and instruments executed in connection therewith and/or in furtherance thereof, are referred to hereinafter, collectively, as the “Loan Documents.”

b. As of October 13, 2011, the total amount outstanding under the Loan, including the principal amount of \$6,600,000.00 plus interest, costs, fees, penalties and expenses aggregate approximately \$6,650,599.99.

c. Validity and Perfection of Loan. The Debtor acknowledges and agrees that: (i) as of the Petition Date, the Lender’s mortgage and security interest in the Prepetition Collateral was valid, binding, enforceable, non-avoidable and properly perfected; (ii) the Loan constitutes a legal, valid, binding, non-avoidable obligation of the Debtor; (iii) no portion of the Loan or the other Loan Documents are subject to avoidance, recharacterization, disallowance, disgorgement, recovery or subordination under the Bankruptcy Code or applicable non-bankruptcy law; and (iv) the Debtor and its estate have no claims, objections, challenges, causes of action, and or/chooses in action, including without limitation, avoidance claims under chapter 5 of the Bankruptcy Code, against the Lender or any of its affiliates, agents, attorneys, advisors, professionals, officers, managers, members, directors and employees arising out of, based upon or related to the Loan.

d. Lien Review Period. Notwithstanding anything contained herein to the contrary, the extent, validity, priority, perfection, and enforceability of the Lender’s mortgage and security interest in the Prepetition Collateral (the “Prepetition Liens”), and all

acknowledgments, admissions, and confirmations of the Debtor above, are for all purposes subject to the rights of any party in interest (including any trustee appointed or elected or Creditors' Committee appointed in this Chapter 11 Case (which Creditors' Committee shall have standing to file a complaint as described below in this paragraph)), other than the Debtor or any of its affiliates, to file a complaint pursuant to Bankruptcy Rule 7001 seeking to invalidate, subordinate, or otherwise challenge (collectively, the "Challenges") the Loan or the Prepetition Liens; provided, however, that any such complaint must be filed in this Court within the later of sixty (60) days after the entry of the Final Order (as defined herein) or any subsequent date that may be agreed to in writing by the Lender with respect to the time to file any such complaint relating to the Loan and/or the Prepetition Liens. If no such complaint is filed within such time period, then any and all Challenges shall be, without further notice to or order of the Court, deemed to have been forever relinquished, released, and waived as to such Creditors' Committee and other person or entity, and if such complaint is timely filed on or before such date, any and all claims and defenses against the Lender shall be deemed, immediately and without further action, to have been forever relinquished, released, and waived as to such creditors' committee and other person or entity, except with respect to claims and defenses that are expressly asserted in such complaint, unless such claims in accordance with the Federal Rules of Civil Procedure relate back to the date the complaint was filed.

e. Cash Collateral. The Debtor represents that all of the Debtor's cash generated from the Mortgaged Property, whether as original collateral or profits or proceeds of the Mortgaged Property or other Prepetition Collateral, constitutes Cash Collateral.

f. Default by the Debtor. The Debtor acknowledges and stipulates that the Debtor is in default of its debts and obligations under the Loan Documents.

g. No Liability to Third Parties. The Debtor acknowledges, stipulates and agrees that solely in making its decision to permit the use of Cash Collateral or in taking any other actions related to this Interim Order, the Lender (i) is not in control of the operations of the Debtor or acting as a “controlling person,” “responsible person” or “owner or operator” with respect to the operation or management of the Debtor (as such term, or any similar terms, are used in the Internal Revenue Code, the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any similar Federal or state statute), and (ii) does not owe any fiduciary duty to the Debtor, its creditors or its estates. The Debtor further acknowledges, stipulates and agrees that the Lender’s relationship with the Debtor shall not constitute or be deemed to constitute a joint venture or partnership with the Debtor.

F. Adequate Protection. The Lender is entitled to receive adequate protection in respect of the Debtor’s use of the Prepetition Collateral and any decline in the value thereof, resulting from the (a) use of the Cash Collateral, (b) use, sale or depreciation or other diminution in value of the Prepetition Collateral, or (c) as a result of the imposition of the automatic stay under section 362(a) of the Bankruptcy Code (the amount of any such diminution being referred to hereinafter as the “Adequate Protection Obligations”). Pursuant to sections 361, 363, and 507(b), as adequate protection for the Adequate Protection Obligations, the Debtor has agreed to provide the Lender with: (a) the Adequate Protection Liens; (b) the Adequate Protection Superpriority Claims; and (c) the Adequate Protection Payments (each as defined below). The Lender has objected to the use by the Debtor of the Cash Collateral, except on the terms and conditions set forth in this Interim Order.

G. Necessity of Relief Requested. The Debtor requires the use of Cash Collateral in order to finance its operations, absent which immediate and irreparable harm will

result to the Debtor, its estate and creditors, and the prospects for a successful conclusion of the Chapter 11 Case. In the absence of the use of Cash Collateral, it would be impossible for the Debtor to continue to operate its business, even for a limited period of time, and serious and irreparable harm to the Debtor, its estate and its creditors would occur. The Debtor does not have sufficient available sources of working capital and financing to continue to operate its business without the use of Cash Collateral. The relief requested in the Motion is, therefore, of the utmost significance and importance to the preservation and maintenance of the value of the Debtor's assets. The Lender and the Debtor have negotiated at arms' length and in good faith regarding the Debtor's use of Cash Collateral to fund the continued operations of the Debtor for the period through the Termination Declaration Date (as defined below), all subject to the terms and conditions set forth in this Interim Order, including the protection afforded an entity acting in "good faith" under section 363(m) of the Bankruptcy Code. Based on the record presented to the Court at the Interim Hearing, the terms of the proposed adequate protection arrangements and the use of the Cash Collateral are fair and reasonable under the circumstances, reflect the Debtor's exercise of prudent business judgment consistent with their fiduciary duties and are supported by reasonably equivalent value and fair consideration. Entry of this Interim Order is in the best interests of the Debtors and their estates.

H. Final Hearing. At the Final Hearing, the Debtor will seek final approval of the relief requested in the Motion for the proposed use of Cash Collateral on a final basis pursuant to a final order (the "Final Order"), notice of which Final Hearing will be provided in accordance with paragraph 31 of this Interim Order.

I. Notice. Notice of the Interim Hearing and emergency relief requested in the Motion has been provided by the Debtor, whether by facsimile, email, overnight courier or

hand delivery, to certain parties in interest, including counsel to the Lender, the U.S. Trustee, and those creditors holding the 20 largest unsecured claims against the Debtor's estate. The parties have made reasonable efforts to afford the best notice possible under the circumstances and such notice is good and sufficient to permit the interim relief set forth in this Interim Order, and no other or further notice is or shall be required.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED, and the use of Cash Collateral on an interim basis is authorized, subject to the terms and conditions set forth in this Interim Order.
2. Intentionally Omitted.
3. Authorization to Use Cash Collateral. Subject to the terms of this Interim Order, pursuant to section 363(c)(2) of the Bankruptcy Code, the Debtor is authorized to use Cash Collateral for the period (the "Subject Period") from the Petition Date through the date which is the earliest to occur of (a) November 9, 2011 or (b) a Termination Declaration Date strictly pursuant to and in accordance with the Budget attached hereto as Exhibit A (the "Budget") to satisfy (in the order of) (i) all payments required under their ground leases; (ii) all monthly payments to be made in escrow for insurance and taxes; and (iii) operational costs and expenses arising in connection with the administration of the Debtor's estate. The Debtor may move amounts between line items on the Budget consistent with reasonable financial practice, may not exceed any line item on the Budget by more than 10% without the Lender's permission but may apply unused amounts for any line item on the Budget towards the payment of any other lien item on the Budget. Upon the date of the expiration of the Subject Period (the "Expiration Date"), Debtor's authority to use Cash Collateral shall cease absent further Order of this Court.

4. Budget Maintenance. The Budget and any modifications to, or extensions, amendments or updates of, the Budget shall be in form and substance acceptable to and approved in writing by Lender, in its sole discretion. The Budget may be amended or modified in writing from time to time only with the written consent of the Lender, in its sole discretion. The Debtors shall deliver to the Lender on or before the close of business of the 15th day of each month (and if such day is not a business day, then the next succeeding business day) a (i) comparison for the prior month of actual results of all items contained in the Budget to the amounts originally contained in the Budget and (ii) cumulative comparison for the period from the Petition Date through the end of the prior month of the actual results of all items contained in the Budget to the amounts originally contained in the Budget, in each case along with such supporting information and additional reporting as the Lender may request.

5. Adequate Protection Liens. As adequate protection against any diminution in value of the Lender's interest in the Prepetition Collateral, the Lender is hereby granted (effective and perfected as of the Petition Date and without the necessity of the execution by the Debtor of mortgages, security agreements, pledge agreements, financing statements or other agreements) a valid and perfected replacement security interest in, and lien on (the "Adequate Protection Liens"), all of the right, title and interest of the Debtor in, to and under all present and after-acquired property and assets of the Debtor of any nature whatsoever, whether real or personal, tangible or intangible, wherever located, including, without limitation, all cash and Cash Collateral of the Debtor (whether maintained with the Lender or any other financial institution) and any investment of such cash and Cash Collateral, goods, cash-in-advance deposits, contracts, causes of action, general intangibles, accounts receivable, and other rights to payment, whether arising before or after the Petition Date, chattel paper, documents, instruments,

interests in leaseholds, real properties, plants, machinery, equipment, patents, copyrights, trademarks, trade names or other intellectual property, licenses, insurance proceeds, and tort claims, and any and all of the proceeds, products, offspring, rents and profits thereof, rights under letters of credit, capital stock and other equity or ownership interests held by the Debtor, including equity interests in subsidiaries and all other investment property, and the proceeds of all of the foregoing, whether now existing or hereafter acquired (collectively, the “Collateral”), provided, however, that the Collateral shall not include the Debtor’s claims and causes of action under section 544, 545, 547, 548, 549 or 550 of the Bankruptcy Code (collectively, the “Avoidance Actions”) or the proceeds of the Avoidance Actions. Notwithstanding anything to the contrary set forth in this Interim Order, the Lender reserves the right to seek to have the Final Order include the proceeds of the Avoidance Actions as part of the Collateral. Subject to the Carve-Out (as defined below), the Adequate Protection Liens shall be (i) first priority perfected liens on all of the Collateral that is not otherwise encumbered by validly perfected, non-avoidable security interests or liens as of the Petition Date, (ii) first priority perfected liens on all of the Collateral as to which the Lender had a first priority lien as of the Petition Date, even if such Collateral is subject to a validly perfected lien that is junior to the lien of the Mortgage Lien, and (iii) junior perfected liens on all Collateral that is subject to a validly perfected lien with priority over the Lender’s liens as of the Petition Date.

6. Priority of Adequate Protection Liens. The Adequate Protection Liens shall be enforceable against the Debtor, its estate and any successors thereto, including without limitation, any trustee or other estate representative appointed in the Chapter 11 Case, or any case under chapter 7 of the Bankruptcy Code upon the conversion of the Chapter 11 Case, or in any other proceedings superseding or related to any of the foregoing (collectively, a “Successor

Case”). Except as provided herein, the Adequate Protection Liens shall not be made subject to or *pari passu* with any lien or security interest by any court order heretofore or hereafter entered in the Chapter 11 Case or any Successor Case, and shall be valid and enforceable against any trustee appointed in the Chapter 11 Case or any Successor Case, or upon the dismissal of the Chapter 11 Case or Successor Case. The Adequate Protection Liens shall not be subject to sections 506(c) (effective upon entry of the Final Order), 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of the estates pursuant to section 551 of the Bankruptcy Code shall be made *pari passu* with or senior to the Adequate Protection Liens.

7. Adequate Protection Superpriority Claims. As further adequate protection against any diminution in value of the interests of the Lender in the Prepetition Collateral, the Lender is hereby granted as and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code allowed superpriority administrative expenses claims in the Chapter 11 Case in the amount of the Adequate Protection Obligations (the “Adequate Protection Superpriority Claim”).

8. Priority of Adequate Protection Superpriority Claims. The Adequate Protection Superpriority Claims shall be junior only to the Carve Out (as defined herein). Except for the Carve Out, the Adequate Protection Superpriority Claims shall have priority over all administrative expense claims and unsecured claims against the Debtor or its estate, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 364, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 1113 and 1114 of the Bankruptcy Code.

9. Modification of Automatic Stay. The automatic stay under Bankruptcy Code section 362(a) is hereby modified as necessary to effectuate all of the terms and provisions of this Interim Order, including, without limitation, to: (a) permit the Debtor to grant the Adequate Protection Liens and Adequate Protection Superpriority Claims; (b) permit the Debtor to perform such acts as the Lender may request in its sole discretion to assure the perfection and priority of the liens granted herein; and (c) authorize the Debtor to pay, and the Lender to retain and apply, payments made in accordance with the terms of this Interim Order, provided, however, any stay relief with respect to the exercise of remedies shall be in accordance with Paragraph 15 or as otherwise ordered by the Court.

10. Perfection of Adequate Protection Liens. This Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Adequate Protection Liens, without the necessity of filing or recording any mortgage, financing statement or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect (in accordance with applicable non- bankruptcy law) the Adequate Protection Liens, or to entitle the Lender to the priorities granted herein. Notwithstanding the foregoing, the Debtor is authorized and directed to execute and deliver promptly to the Lender all such financing statements, mortgages, notices and other documents as the Lender may reasonably request, and the Lender may file a photocopy of this Interim Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices of lien or similar instruments.

11. Adequate Protection Payments. As additional adequate protection, the Debtor shall make monthly interest payments to the Lender in accordance with the Budget and the Loan Documents (the “Adequate Protection Payments”).

12. The Debtor’s Obligations. The Debtor shall:

a. Deliver to the Lender on or before the close of business on the 15th day of each month (and if such day is not a business day, then the next succeeding business day) a (i) comparison for the prior month of actual results of all items contained in the Budget to the amounts originally contained in the Budget and (ii) cumulative comparison for the period from the Petition Date through the end of the prior week of the actual results of all items contained in the Budget to the amounts originally contained in the Budget, in each case along with such supporting information as the Lender may request;

b. Serve the Lender and its counsel with a copy of each monthly operating report filed by the Debtor in these Chapter 11 Case as required by the Court, the U.S. Trustee or applicable law.

13. Disposition of Collateral. The Debtor shall not sell, transfer, lease, encumber or otherwise dispose of any material portion of the Collateral without the prior written consent of the Lender.

14. Events of Default. The occurrence of any of the following events, unless waived by the Lender, shall constitute an event of default (collectively, the “Events of Default”):

a. the failure by the Debtor to perform, in any respect, any of the terms, provisions, conditions, covenants, or obligations under this Interim Order;

b. the Debtor’s obtaining of credit or the incurring of indebtedness that is (i) secured by a security interest, mortgage or other lien on all or any portion of the

Collateral which is equal or senior to any security interest, mortgage or other lien of the Lender, or (ii) entitled to priority administrative status which is equal or senior to that granted to the Lender;

c. any lien or security interest purported to be created under the Loan Documents shall cease to be, or shall be asserted by Debtor not to be, a valid and perfected lien on or security interest in any Collateral, with the priority required by the Loan Documents or herein;

d. the entry of an order by the Court granting relief from or modifying the automatic stay of section 362 of the Bankruptcy Code (i) to allow any creditor to execute upon or enforce a lien on or security interest in any Collateral having a value in excess of \$25,000, or (ii) with respect to any lien on or the granting of any lien on any Collateral to any state or local environmental or regulatory agency or authority, which in either case would have a material adverse effect on the business, operations, property, assets, or condition, financial or otherwise, of the Debtors;

e. reversal, vacatur, or modification (other than a modification with the express prior written consent of the Lender) of this Interim Order;

f. dismissal of the Chapter 11 Case or conversion of the Chapter 11 Case to a chapter 7 case, or appointment in the Chapter 11 Case of a chapter 11 trustee or examiner with enlarged powers or other responsible person;

g. any misrepresentation of a material fact made after the Petition Date by the Debtor or its agents to the Lender about the financial condition of the Debtor, the nature, extent, location or quality of any Collateral, or the disposition or use of any Collateral, including Cash Collateral;

h. a material default by the Debtor in reporting financial information as and when required under this Interim Order;

i. the sale of any material portion of the Debtor's assets outside the ordinary course of business without the prior written consent of the Lender, in its sole discretion;

j. the passage of thirty (30) days following the Petition Date if the Final Order has not been entered by the Court by such date;

k. unless otherwise agreed to in writing by the Lender, if an order approving the sale of substantially all of the Debtor's assets pursuant to Section 363 of the Bankruptcy Code (the "Sale") has not been entered by January 31, 2012;

l. the failure to comply with the Budget in accordance with paragraph 3 hereof for any period, measured weekly as of the close of business on Wednesday of each following work week; or

m. the filing by the Debtor of any motion seeking, or the granting of any motion providing for, reversal or modification of this Interim Order.

15. Rights and Remedies Upon Event of Default. Immediately upon the occurrence and during the continuation of an Event of Default, the Lender may declare a termination, reduction or restriction of the ability of the Debtor to use any Cash Collateral (any such declaration, shall be referred to herein as a "Termination Declaration"). The Termination Declaration shall be given by email or facsimile (or other electronic means) to counsel to the Debtor, counsel to any Creditors' Committee, and the U.S. Trustee (the earliest date any such Termination Declaration is made shall be referred to herein as the "Termination Declaration Date"). Upon the passage of five (5) days from the Termination Declaration Date, the Debtor's right to use Cash Collateral shall automatically cease unless the Debtor shall have cured such

Event of Default in full prior to the expiration of such five (5) day period, and the Debtor shall no longer have the right to use or seek to use Cash Collateral. During such five (5) day period, the Debtor and the Creditors' Committee, if any, shall have the right to seek a hearing solely for the purpose of seeking a determination of whether an Event of Default has occurred; upon the filing a motion on shortened notice seeking such a determination on an expedited bases, the expiration of the five (5) day period shall be tolled pending the Court's decision on such motion. Upon the passage of seven (7) days from the Termination Declaration Date, the automatic stay shall automatically be terminated without further notice or order, and the Lender shall be permitted to exercise all remedies set forth herein and in the Loan Documents, as applicable, and as otherwise available at law against the Collateral, without further order of or application or motion to the Court, and without restriction or restraint by any stay under sections 362 or 105 of the Bankruptcy Code, or otherwise, against the enforcement of the liens and security interest in the Collateral or any other rights and remedies granted to the Lender with respect thereto pursuant to the Loan Documents or this Interim Order, as applicable.

16. Carve Out. Subject to the terms and conditions contained in this paragraph, the Adequate Protection Liens and the Adequate Protection Superpriority Claims shall be subordinate to the following (collectively, the "Carve-Out"): (i) fees pursuant to 28 U.S.C. § 1930(a)(6) and statutory interest pursuant to 31 U.S.C. § 3717, if any; (ii) fees payable to the clerk of the Bankruptcy Court and any agent thereof; and (iii) pursuant to section 726(b) of the Bankruptcy Code, reasonable fees and expenses of a trustee that are incurred after the conversion of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, in an amount not to exceed \$50,000; (v) professional fees and expenses incurred by professionals retained pursuant to sections 327(a) and 1103 of the Bankruptcy Code by the Debtors and the

Creditors' Committee (if such committee should be appointed) (collectively, the "Professional Fees"). Payment of any obligations within the Carve-Out shall not and shall not be deemed to reduce the Loan or the Adequate Protection Obligations and shall not and shall not be deemed to subordinate the Adequate Protection Liens or the Adequate Protection Superpriority Claims to any junior prepetition or postpetition lien, interest, or claim in favor of any other party. Nothing in this Paragraph 16 shall alter the requirements for Court approval and allowance of Professional Fees or the rights of the Debtor, the Lender or any other party-in-interest to object to the award of Professional Fees in accordance with any applicable Bankruptcy Rule or, if applicable, order of the Court relating to the approval of Professional Fees and objections thereto.

17. Limitations on the Cash Collateral and the Carve Out. The Cash Collateral may only be used in accordance with the Budget and, in any event, the Cash Collateral and the Carve Out may not be used: (a) in connection with or to finance in any way any action, suit, arbitration, proceeding, application, motion or other litigation of any type (i) against the Lender or seeking relief that would impair their rights and remedies under the Loan Documents, the Plan or this Interim Order, including, without limitation, (A) to assert, commence, or prosecute any claims or causes of action whatsoever, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against the Lender, (B) to prosecute an objection to, contest in any manner, or raise any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any of the rights and obligations of the Lender or seeking affirmative relief against the Lender, or (C) for the payment of any services rendered by the professionals retained by the Debtor or any Creditors' Committee in connection with the assertion of or joinder in any claim, counterclaim, action, proceedings, application, motion, objection, defense or other

contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment determination, declaration or similar relief that would impair the ability of the Lender to recover on the Loan, (ii) invalidating, setting aside, avoiding or subordinating, in whole or in part, the Loan, (iii) for monetary, injunctive or other affirmative relief against the Lender or its collateral, or (iv) preventing, hindering or otherwise delaying the exercise by the Lender of any rights and/or remedies under this Interim Order, the Loan Documents, or applicable law, or the enforcement of realization (whether by foreclosure, credit bid, further order of the Court or otherwise) by the Lender upon any of the Collateral; (b) to make any distribution under a plan of reorganization in the Chapter 11 Case; (c) to make any payment in settlement of any claim, action or proceeding, before any court, arbitrator or other governmental body without prior written consent of the Lender, unless otherwise ordered by the Court; (d) to pay any fees or similar amounts to any person who has proposed or may propose to purchase interests in the Debtor without the prior written consent of the Lender, (e) to object, contest, or interfere with in any way the enforcement or realization upon any of the Collateral by the Lender once an Event of Default has occurred; (f) to sell or otherwise dispose of Collateral without the prior consent of the Lender; (g) to the extent such Cash Collateral represents insurance proceeds constituting Collateral, without the prior consent of the Lender; (h) to pay indebtedness outside the ordinary course of business without the prior consent of the Lender; (i) to object to or challenge in any way the claims, liens, or interests (including interests in the Collateral) held by or on behalf of the Lender; or (j) to pay any costs or expenses that are not ordinary course operating expenses of the Debtor; provided, however, that, the Cash Collateral in an amount not to exceed \$15,000 in the aggregate may be used by the Creditors' Committee for allowed fees and expenses incurred solely by the Creditors' Committee, if one is appointed, to conduct the

investigations set forth in paragraph E(d) hereof to investigate the validity, amount, extent, perfection, priority, enforceability or avoidability of the Prepetition Liens, the Loan, and the Prepetition Collateral of the Lender.

18. No Third Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary.

19. Section 506(c) Claims. Upon entry of the Final Order, no costs or expenses of administration which have been or may be incurred in the Chapter 11 Case at any time shall be charged against the Lender or any of its claims or the Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise.

20. No Marshaling/Application of Proceeds. Upon entry of the Final Order, the Lender shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the Collateral, as the case may be, and proceeds shall be received and applied in accordance with this Interim Order notwithstanding any other agreement or provision to the contrary.

21. Intentionally Omitted.

22. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the Lender’s right to seek any other or supplemental relief in respect of the Debtor, including the right to seek additional adequate protection; (b) any of the rights of the Lender under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of the Chapter 11 Case or a Successor Case, conversion of the Chapter 11

Case to a case under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers, or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans.

23. Section 507(b) Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Lender hereunder is insufficient to compensate for any diminution in value of the Lender's interests in the Prepetition Collateral during the Chapter 11 Case or any Successor Case. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgement by the Lender, that the adequate protection granted herein does in fact adequately protect the Lender against any diminution in value of its interest in the Prepetition Collateral (including Cash Collateral).

24. No Waiver by Failure to Seek Relief. The failure of the Lender to seek relief or otherwise exercise its rights and remedies under this Interim Order or applicable law, as the case may be, shall not constitute a waiver of any rights hereunder, thereunder, or otherwise of the Lender.

25. Proofs of Claim. The Lender will not be required to file a proof of claim in the Chapter 11 Case or a Successor Case for its claims to be allowed, and the Debtor's Stipulations shall be deemed to constitute a timely filed proof of claim. Any order entered by the Court in relation to the establishment of a bar date for any claim (including, without limitation, administrative claims) in the Chapter 11 Case or a Successor Case shall not apply to the Lender.

26. Good Faith. The Lender has acted in good faith in connection with this Interim Order and its reliance on this Interim Order is in good faith.

27. Binding Effect of Interim Order. Immediately upon entry by this Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of this Interim Order shall become valid and binding upon and inure to the benefit of the Debtor, the Lender, the U.S. Trustee, all other creditors of any of the Debtor, any committee appointed in the Chapter 11 Case, and all other parties in interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in the Chapter 11 Case, any Successor Case, or upon dismissal of the Chapter 11 Case or a Successor Case. In the event of any inconsistency between the provisions of this Interim Order and any other order (including any “First Day” Pleadings and Orders relating thereto), the provisions of this Interim Order shall govern and control. Any payments to be made under any order (including any “First Day” order) shall be made in accordance with this Interim Order and the Budget.

28. No Modification of Interim Order. No consent of the Lender to any amendment, modification or extension of this Interim Order shall be implied by any other action, inaction or acquiescence of the Lender. In the event any or all of the provisions of this Interim Order are hereafter modified, amended or vacated by a subsequent order of this Court or any other court, such modification, amendment or vacatur shall not affect the validity, perfection, priority, allowability, enforceability or non-availability of any advances, payments or use of cash whether previously or hereunder, or lien, claim or priority authorized or created hereby. Any liens or claims granted to the Lender hereunder arising prior to the effective date of any such modification, amendment or vacatur of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including entitlement to all rights, remedies, privileges and benefits granted herein.

29. Survival. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any plan of liquidation in the Chapter 11 Case; (b) converting the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code; (c) dismissing the Chapter 11 Case or any Successor Case; or (d) pursuant to which this Court abstains from hearing the Chapter 11 Case or a Successor Case. The terms and provisions of this Interim Order, including the claims, liens, security interests and other protections granted to the Lender pursuant to this Interim Order, notwithstanding the entry of any such order, shall continue in the Chapter 11 Case, in any Successor Case, or following dismissal of the Chapter 11 Case or any Successor Case, and shall maintain their priority as provided by this Interim Order until the Mortgage Loan has been indefeasibly paid in full.

30. Binding Effect of this Interim Order. This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable *nunc pro tunc* to the Petition Date immediately upon execution thereof.

31. Final Hearing. A final hearing on the Motion is scheduled for November 9, 2011 at 3:00 p.m. (Eastern Time) before the Honorable Sean H. Lane, United States Bankruptcy Court for the Southern District of New York. Within three (3) business days of entry of this Interim Order, the Debtor shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Interim Order and of the Final Hearing (the "Final Hearing Notice"), together with a copy of this Interim Order and the Motion on: (a) the parties having given notice of the Interim Hearing; (b) any party which has filed prior to such date a request for notices with this Court; (c) counsel for any Creditors' Committee. The Final Hearing Notice shall state that any party in interest objecting to the relief requested in the Motion on a final basis shall file written objections with the Clerk of the Court no later than November 4, 2011 at 4:00

p.m. (Eastern Time), which objections shall be served so as to be received on or before such date by: (i) counsel to the Debtor, Lowenstein Sandler, P.C., 65 Livingston Avenue, Roseland, New Jersey 07068, Attn: Kenneth A. Rosen, Esq.; (ii) counsel to the Lender, Greenberg Traurig LLP, 2100 Two Commerce Square, 2001 Market Street, Philadelphia, Pennsylvania 19103, Attn: Diane E. Vuocolo, Esq.; (iii) counsel to any Creditors' Committee; and (iv) the Office of the U.S. Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 Attn: Richard Morrissey, Esq.

32. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce this Interim Order according to its terms.

Dated: **October 21, 2011**
New York, New York

/s/ Sean H. Lane
UNITED STATES BANKRUPTCY JUDGE

Exhibit “A”
Budget

**Last Mile Inc
d/b/a Sting Communications
13 Week Cash Flow Projection
as of October 17, 2011**

	Week 1			Week 2		Week 3		Week 4		Week 5		Week 6		Week 7		Week 8		Week 9		Week 10		Week 11		Week 12		Week 13		YTD
	10/15/11	10/22/11	10/29/11	11/05/11	11/12/11	11/19/11	11/26/11	12/03/11	12/10/11	12/17/11	12/24/11	12/31/11	01/07/12	01/14/12	TOTALS													
Cash Balance, beginning	\$ 267,818	\$ 294,011	\$ 277,036	\$ 158,329	\$ 185,948	\$ 91,599	\$ 210,802	\$ 212,511	\$ 229,312	\$ 236,161	\$ 280,626	\$ 474,899	\$ 567,809	\$ 325,927	\$ 267,818													
CASH RECEIPTS																												
Cash Collections	26,193	90,000	175,000	100,000	70,000	90,000	175,000	30,000	68,140	70,000	90,000	175,000	100,000	36,247	1,295,580													
USAC / SLD Receipts				100,000		110,000	100,000	100,000	100,000	100,000	100,000	100,000			810,000													
USAC / RHC Receipts					33,753				33,753		141,628			33,753	242,887													
Misc Rec															-													
TOTAL CASH RECEIPTS	26,193	90,000	175,000	200,000	103,753	200,000	275,000	130,000	201,893	170,000	331,628	275,000	100,000	70,000	2,348,467													
Total Cash Available	294,011	384,011	452,036	358,329	289,701	291,599	485,802	342,511	431,205	406,161	612,254	749,899	667,809	395,927	2,616,285													
CASH PAID OUT																												
Payroll			92,000		92,000		92,000		92,000		92,000		97,000		557,000													
Benefits / Workers Comp		800		18,004	6,666	800		18,004	6,666	800		800	17,204	800	70,544													
Regulatory Fees / Taxes		27,785	7,500		6,276						6,276			6,276	54,112													
Cost of Sales		39,750	181,080	90,048	66,590	37,224	169,436		87,048	66,590	37,224	169,436	93,348	66,590	1,104,363													
Operating Expenses		8,340	8,127	4,330	11,570	11,630	6,855	195	4,330	11,570	3,130	6,855	4,330	11,570	92,832													
Revolver Interest		25,300				26,143						25,300			76,743													
Reserve of Misc. Expenses		5,000	5,000	5,000	5,000	5,000	5,000		5,000	5,000	5,000	5,000	5,000	5,000	60,000													
SUBTOTAL	-	106,975	293,707	117,382	188,102	80,797	273,291	18,199	195,044	115,536	137,354	182,091	216,882	90,236	2,015,594													
RESTRUCTURING CHARGES																												
Debtor's Prof. Fees								75,000					75,000		150,000													
M&T Fees & Expenses				50,000				20,000							70,000													
Committee Prof. Expenses													50,000		50,000													
Utility Deposits				5,000											5,000													
UST Fees					10,000					10,000					20,000													
TOTAL CASH PAID OUT	-	106,975	293,707	172,382	198,102	80,797	273,291	113,199	195,044	125,536	137,354	182,091	341,882	90,236	2,310,594													
Cash Balance, ending	\$ 294,011	\$ 277,036	\$ 158,329	\$ 185,948	\$ 91,599	\$ 210,802	\$ 212,511	\$ 229,312	\$ 236,161	\$ 280,626	\$ 474,899	\$ 567,809	\$ 325,927	\$ 305,691	\$ 305,691													
A/R, beginning	\$ 3,004,261	\$ 2,978,068	\$ 2,888,068	\$ 2,713,068	\$ 3,243,068	\$ 3,139,315	\$ 2,939,315	\$ 2,664,315	\$ 3,264,315	\$ 3,062,422	\$ 2,892,422	\$ 2,560,794	\$ 2,285,794	\$ 2,915,794	\$ 3,004,261													
Sales- MRC				730,000				730,000					730,000		2,190,000													
Sales - NRC															-													
Refund/Credits															-													
Cash Collections	(26,193)	(90,000)	(175,000)	(200,000)	(103,753)	(200,000)	(275,000)	(130,000)	(201,893)	(170,000)	(331,628)	(275,000)	(100,000)	(70,000)	(2,348,467)													
A/R, ending	\$ 2,978,068	\$ 2,888,068	\$ 2,713,068	\$ 3,243,068	\$ 3,139,315	\$ 2,939,315	\$ 2,664,315	\$ 3,264,315	\$ 3,062,422	\$ 2,892,422	\$ 2,560,794	\$ 2,285,794	\$ 2,915,794	\$ 2,845,794	\$ 2,845,794													

Notes: