IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

IN RE:	§	
UPH HOLDINGS, INC.	§	**CASE NO. 13-10570**
PAC-WEST TELECOMM, INC.	§	**CASE NO. 13-10571**
TEX-LINK COMMUNICATIONS, INC.	§	**CASE NO. 13-10572**
UNIPOINT HOLDINGS, INC.	§	**CASE NO. 13-10573**
UNIPOINT ENHANCED SERVICES, INC.	§	**CASE NO. 13-10574**
UNIPOINT SERVICES, INC.	§	**CASE NO. 13-10575**
NWIRE, LLC	§	**CASE NO. 13-10576**
PEERING PARTNERS COMMUNICATIONS, LLC	§	**CASE NO. 13-10577**
DEBTORS.	§	**CHAPTER 11**
EIN: 45-1144038; 68-0383568; 74-2729541; 20-3399903; 74-3023729; 38-3659257; 37-1441383; 27-2200110; 27-4254637	§	
6500 RIVER PL. BLVD., BLDG. 2, # 200 AUSTIN, TEXAS 78730	§	**JOINTLY ADMINISTERED UNDER CASE NO. 13-10570**

NOTICE OF FINAL CASH COLLATERAL ORDER AND PROPOSED BUDGET

TO CREDITORS AND PARTIES IN INTEREST:

PLEASE TAKE NOTICE that attached hereto as Exhibit A is the Debtors' proposed Final Cash Collateral Order.

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit B is the Debtors' proposed Final Cash Collateral Budget.

Dated: April 12, 2013.

COM ____
AFD ____
APA ____
ECO ____
ENG ____
GCL ____
IDM ____
TEL ____
CLK NG

9147679v.1

Respectfully submitted,

JACKSON WALKER L.L.P.
100 Congress Ave., Suite 1100
Austin, Texas 78701
(512) 236-2000
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By: */s/ Patricia B. Tomasco*
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PROPOSED COUNSEL FOR DEBTORS-IN-POSSESSION

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of April 2013, a true and correct copy of the foregoing was served via the Court's CM/ECF electronic notification system on all parties requesting same, and via US first class mail, post prepaid to the parties listed below, and on the attached service list.

UPH Holdings, Inc.
Pac-West Telecomm, Inc.
Tex-Link Communications, Inc.
UniPoint Holdings, Inc.
UniPoint Enhanced Services, Inc.
UniPoint Services, Inc.
nWire, LLC
Peering Partners Communications, Inc.
6500 River Place Blvd., Bldg. 2, Suite 200
Austin, Texas 78730

Valerie Wenger
US Trustee's Office
903 San Jacinto, Room 230
Austin, TX 78701

Stuart Komrower
Ilana Volkov
COLE, SCHOTZ, MEISEL, FORMAN & LEONARD, P.A.
25 Main Street
Hackensack, New Jersey 07601

/s/ Patricia B. Tomasco
Patricia B. Tomasco

IN THE UNITED STATES BANKRUPTCY COURT
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UNIPOINT ENHANCED SERVICES, INC.	§	**CASE NO. 13-10574**
UNIPOINT SERVICES, INC.	§	**CASE NO. 13-10575**
NWIRE, LLC	§	**CASE NO. 13-10576**
PEERING PARTNERS COMMUNICATIONS, LLC	§	**CASE NO. 13-10577**
DEBTORS.	§	**CHAPTER 11**
EIN: 45-1144038; 68-0383568; 74-2729541; 20-3399903; 74-3023729; 38-3659257; 37-1441383; 27-2200110; 27-4254637	§	
6500 RIVER PL. BLVD., BLDG. 2, # 200 AUSTIN, TEXAS 78730	§	**JOINTLY ADMINISTERED UNDER CASE NO. 13-10570-TMD**

FINAL ORDER FOR USE OF CASH COLLATERAL

This matter arose upon the Motion of UPH Holdings, Inc., ("UPH"), Pac-West Telecomm Inc., ("Pac-West"), Tex-Link Communications, Inc. ("Tex-Link"), UniPoint

Holdings, Inc. ("UniPoint Holdings"), UniPoint Enhanced Services, Inc. ("UniPoint Enhanced"), UniPoint Services, Inc., ("UniPoint"), nWire, LLC ("nWire"), and Peering Partners Communications, LLC ("Peering Partners"), the debtors and debtors-in-possession herein (collectively, the "Debtors"), for an Order Pursuant to 11 U.S.C. § 363 for (I) Authority to Use Cash Collateral in the Ordinary Course, (II) Provide Adequate Protection, and (III) for Preliminary and Final Hearings (the "Cash Collateral Motion") which was filed on March 28, 2013. An emergency hearing was held on April 1, 2013 (the "Interim Hearing") and a final hearing was held on April 15, 2013 (the "Final Hearing"). Upon review of the Cash Collateral Motion and all relevant pleadings filed with this Court, the relief requested therein and the evidence and representations adduced at the Interim and Final Hearing, this Court makes the following findings of fact and conclusions of law:

1. The Debtors filed petitions for relief under Chapter 11 of Title 11, United States Code (the "Bankruptcy Code") on March 28, 2013 (the "Petition Date"), and are presently operating as debtors-in-possession pursuant to 11 U.S.C. §§ 1107 and 1108.

2. The Debtors do not have sufficient unencumbered cash or other assets with which to continue to operate their businesses in Chapter 11. The Debtors require immediate authority to use Cash Collateral (as hereinafter defined) to continue their business operations without interruption toward the objective of emerging from Chapter 11. The Debtors' use of Cash Collateral to the extent and on the terms and conditions set forth herein is necessary to avoid immediate and irreparable harm to their estates.

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b)(2) and (M) and 1334(a) and (b). The Debtors served notice of the Cash Collateral Motion and the entry of the Interim Order, and electronic notice of the Final Hearing, by electronic mail, facsimile,

mail, ECF noticing, or overnight delivery on the Lender and its counsel, all other known secured creditors, the United States Trustee, each of the Debtors' twenty (20) largest unsecured creditors, and all other parties-in-interest identified on the Certificate of Service filed with the Court. Notice of the Motion, the Interim Hearing, the entry of the Interim Order and of this Final Order were adequate and appropriate under the circumstances of these cases.

4. The Debtors and Hercules Technology II, L.P. ("Lender") entered into a Loan and Security Agreement and Term Note on April 12, 2011, pursuant to which Lender loaned the Debtors the original principal sum of $8,000,000.00 (the "Loan Agreement"). The Loan Agreement was modified by a First Amendment effective as of August 31, 2012 (the "First Amendment") and a Second Amendment effective as of November 30, 2012 (the "Second Amendment"). The Second Amendment facilitated certain covenant changes and provided additional borrowing to enable UPH's acquisition of Pac-West and its subsidiaries. Concurrently with the Second Amendment, the Debtors borrowed an additional principal amount of $3,594,175.68 from the Lender, repayment of which is evidenced by a Secured Term Promissory Note of even date (which, together with the Loan Agreement, the First Amendment, the Second Amendment, and all other documents and agreements executed in connection therewith and/or in contemplation thereof, are collectively referred to herein as the "Prepetition Loan Documents").

5. Concurrently with the Second Amendment, UPH entered into five Secured Subordinated Promissory Notes totaling $600,000 with PacWest Acquisition Company, LLC (n/k/a Pac-West) ($475,000), JMH Partnership, L.P. ($30,000), Flanary Holdings, L.P. ($30,000), SRS Partners ($30,000), and Gary D. Egger ($35,000), (collectively, the "Sub-Debt"). The Sub-Debt, in turn, is subject to a Subordination Agreement between the holders of

the Sub-Debt and the Lender (the "Subordination Agreement"). Pursuant to the Subordination Agreement, the Sub-Debt is prohibited from, among other things, demanding or receiving any payment or exercising any remedy. (¶3). In addition, the Sub-Debt holders appointed the Lender as attorney-in-fact for certain things. (¶6). Because the Sub-Debt pertains only to UPH, a non-operating holding company, the Debtors believe the Sub-Debt is not secured by assets or proceeds of assets that are "Cash Collateral."

6. The Debtors acknowledge, stipulate and agree that pursuant to Prepetition Loan Documents: (i) as of the Petition Date, the Debtors are indebted to the Lender in the aggregate principal amount of not less than $10,531,673.68, plus accrued and unpaid interest, attorneys' fees, costs and expenses (collectively, the "Prepetition Indebtedness"), all as provided in the Prepetition Loan Documents; (ii) the Prepetition Indebtedness is due without any claim, defense, counterclaim or offset of any kind; and (iii) the Prepetition Indebtedness is secured by a valid, binding, perfected, enforceable, and non-avoidable blanket first priority security interest and lien on (the "Prepetition Liens") all of the Debtors' property and assets, including the proceeds, products, rents and profits therefrom, all as more particularly described in the Prepetition Loan Documents (collectively, the "Prepetition Collateral") subject only to any prior liens described in or otherwise permitted by the Prepetition Loan Documents.

7. In light of the foregoing and pursuant to the Bankruptcy Code, the Debtors are required to provide the Lender with adequate protection for the Debtors' use of the Prepetition Collateral and any decline in value thereof (including, without limitation, the decline resulting from such use). The adequate protection and other treatment proposed to be provided by the Debtors to the Lender as set forth in this Final Order will minimize disputes and litigation over

collateral values, use of Cash Collateral and the need to segregate the Prepetition Collateral and the proceeds thereof from property acquired by the Debtors' estate after the Petition Date.

8. Based on the record before the Court, the terms and conditions for the Debtors' use of Cash Collateral have been negotiated in good faith and at arm's-length between the Debtors and Lender, and the terms of the adequate protection arrangements are fair and reasonable under the circumstances, reflect each of the Debtors' exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

9. The proposed form of this Final Order submitted by the Debtors complies with the Local Bankruptcy Rules for the United States Bankruptcy Court for the Western District of Texas, except as described in the Motion and the disclosures of counsel at the Interim and Final Hearings.

10. This Court concludes that good cause has been shown for the entry of this Final Order and that entry of this Final Order is in the best interests of the Debtors and their respective estates and creditors.

IT IS HEREBY ORDERED that the following terms shall apply:

1. Automatic Stay and Use of Cash Collateral

A. Cash Collateral. "Cash Collateral" shall have the meaning set forth in 11 U.S.C. §363(a) and the term "Proceeds" shall have meaning set forth in UCC Section 9-306.

B. Authorization. Subject to this Order and no defaults occurring hereunder, the Debtors are hereby authorized pursuant to 11 U.S.C. § 363(c)(2) to use the Lender's Cash Collateral to meet their ordinary cash needs for the payment of actual expenses necessary to: (a) maintain and preserve their assets, and (b) continue operation of their businesses, including paying payroll and payroll taxes, rent, utilities, amounts owed to vendors and other suppliers of post-petition goods and services, and insurance, but solely in the amounts set forth and in accordance with the timeframes detailed in the Budget attached hereto as Exhibit "A" (the "Budget"). Except as herein provided, the automatic

stay of 11 U.S.C. § 362(a) shall continue in effect and until further modified or terminated by the Court.

C. Prohibited Transactions. The Debtors shall not, without Lender's prior written consent: (a) enter into transactions for the sale out of the ordinary course of business of any property in which Lender claims a security interest or lien; (b) obtain credit under 11 U.S.C. § 364(c) or (d); (c) grant any liens or priorities on a parity with or senior to Lender's liens or priorities; or (d) enter into any settlement of receivables or claims.

D. Accounting and Information. The Debtors shall provide weekly accountings to the Lender and any official committee of unsecured creditors (the "Committee") setting forth the actual cash receipts and disbursements made by the Debtors under this Final Order. In addition, the Debtors shall provide Lender all other reports required by the Prepetition Loan Documents and any other reports reasonably requested by Lender, as well as copies of the Debtors' monthly United States Trustee operating reports. The Debtors also shall permit Lender and any of its agents reasonable and free access to their books and records and place of business during normal business hours to verify the existence, condition and location of all Prepetition Collateral and Post-petition Collateral (as hereinafter defined) and to audit the Debtors' cash receipts and disbursements. Such access shall be provided within four (4) days of Lender's request to Debtors' counsel.

2. Cash Collections and Deposits

All collections on and proceeds of the Prepetition Collateral and Post-petition Collateral (as hereinafter defined) shall be deposited in the manner and in the accounts provided for in the Prepetition Loan Documents (the "Accounts").

3. Continued Operations

A. Budget. Tested weekly but on a cumulative basis, receipts may not may not vary by more than ten percent (10%) downward from the projected receipts in the Budget over the same period. Tested every other week, total expenditures for the prior two weeks may not deviate more than ten percent (10%) upward from the projected total expenditures in the Budget for that same. .

B. Prepetition Debt. Nothing herein permits the Debtors to pay indebtedness or transfer property to vendors, contractors, customers, or other persons (other than Lender) whose debt may have been incurred before the Petition Date. All parties reserve all rights and claims with respect to such indebtedness and property. The Debtors shall not, without prior order of the Court upon notice to Lender, enter into any agreement to permit reclamation of goods, or return any inventory to any creditors for application against Prepetition indebtedness (under Section 546 of the Bankruptcy Code or otherwise), or consent to any creditor taking any setoff or recoupment against any of its

prepetition indebtedness based upon any such return, pursuant to Section 553(b) (1) of the Bankruptcy Code or otherwise.

4. Professional Fees and Administrative Expenses

A. No Authorization. No Cash Collateral may be used by the Debtors or any other person or entity (including, without limitation, any Committee) to object to or contest in any manner, raise any defenses to, the validity, extent, perfection, priority or enforceability of the Prepetition Indebtedness or any liens or security interests with respect thereto or any other rights or interests of the Lender or to assert any claims or causes of action against the Lender, provided however, this prohibition does not apply to the investigation of such claims.

B. Fee Applications. Nothing in this Order (i) shall excuse any person from complying with the Bankruptcy Code and Bankruptcy Rules, and the Bankruptcy Local Rules of this Court and the guidelines of the United States Trustee with respect to applications for professional compensation and reimbursement of expenses, or (ii) shall be deemed to authorize or approve the receipt or payment of any retainer, advance fee, or compensation to any professional employed by the Debtors. The Debtors shall not pay any fees or expenses to any attorney, accountant, consultant, advisor, broker, manager, or other professional governed by 11 U.S.C.§§ 328 through 331 except upon further order of this Court after notice and opportunity for hearing to Lender, the U.S. Trustee, any Committee, and other parties-in-interest as required by the Bankruptcy Code or Bankruptcy Rules.

C. Matters Reserved. This Order does not authorize the Debtors' use of funds or retention by any professional of funds which Lender may claim to be Prepetition Collateral delivered prepetition to any professional firm or deposited prepetition into any professional firm's deposit account or trust account, and the Court makes no determination of the rights to possession thereof and/or liens thereon.

5. Grant of Liens and Adequate Protection

A. Post-petition Collateral. "Post-petition Collateral" shall mean any and all of the Debtors' interest in property and assets of any kind or nature, whether real or personal, tangible or intangible, wherever located or and by whomever held, which first arises, is purchased or acquired, or exists after the Petition Date and Proceeds therefrom. Post-petition Collateral excludes all avoidance actions enumerated in Chapter 5 of the Bankruptcy Code and Proceeds thereof. Notwithstanding anything to the contrary in this paragraph, the Adequate Protection Liens shall not extend to a lease of premises located at 624 S. Grand Avenue, Los Angeles, California 90017, which premises are owned by Hines REIT One Wilshire, L.P. ("Lease"), provided such Lease was not subject to leasehold mortgage in favor of the Lender as of the Petition Date and the terms of the Lease would prohibit the imposition of such lien, but provided further that the Adequate Protection Liens shall extend to the Debtors' interest in such Lease prior to a rejection thereof and the proceeds from any assumption or assignment of the Lease. In addition, nothing in this Final Order shall grant Lender or any other third party any rights

of occupancy in the Hines leasehold premises other than as provided by Section 365 of the Bankruptcy Code. Hines expressly reserves all of its rights, claims and defenses in connection with any proposed assumption, assumption and assignment, or rejection of the Lease.

B. Grant of Lien as Adequate Protection. As adequate protection in accordance with Section 363(e) of the Bankruptcy Code, the Lender is hereby granted a valid, binding, enforceable and properly perfected additional and replacement security interest and lien (the "Adequate Protection Liens") on all currently owned or hereafter acquired property and assets of the Debtors of any kind or nature, whether real or personal, tangible or intangible, wherever located, now owned or hereafter acquired or arising and all proceeds, products, rents and profits thereof, including, without limitation, all cash (including all Cash Collateral, wherever held), goods, leaseholds, accounts, accounts receivable, inventory, cash-in-advance deposits, real estate, machinery, equipment, vehicles, patents, trademarks, trade names, licenses, causes of action (excluding the Debtors' actions for preferences, fraudulent conveyances, and other avoidance power claims and any recoveries under §§ 542, 544, 545, 547, 548, 549 (other than recoveries pursuant to § 549 only related to the Prepetition Collateral), 550, 552(b) and 553 of the Bankruptcy Code and the proceeds thereof), rights to payment including tax refund claims, insurance proceeds and tort claims and the proceeds, products, rents and profits of all of the foregoing (collectively, the "Adequate Protection Collateral").

C. Adequate Protection Obligations. The Adequate Protection Liens shall secure an amount of Prepetition Indebtedness equal to the aggregate diminution, if any, subsequent to the Petition Date, in the value of the Lender's interest in the Prepetition Collateral, whether by depreciation, use, sale, loss, decline in market price or otherwise including such diminution as may arise from the use of Prepetition Collateral (including Cash Collateral) in accordance with this Final Order (the "Adequate Protection Obligations").

D. Priority of Adequate Protection Liens. Except as expressly set forth in this Order, the Adequate Protection Liens shall not be subordinated to, or made *pari passu* with, any other lien under Section 364(d) of the Bankruptcy Code or otherwise. The Adequate Protection Collateral and Adequate Protection Liens shall not be subject to any claim or charge arising out of or based on, directly or indirectly, Section 506(c) of the Bankruptcy Code (whether asserted or assessed by, through or on behalf of either of the Debtors). Notwithstanding anything to the contrary contained herein, the Lender's lien on Post-petition Collateral and the Adequate Protection Liens shall be subordinate to the Carve-Out Expenses (defined below).

E. No Cross-Collateralization. Nothing in this Order shall be deemed to grant to Lender a lien on Post-petition Collateral for the purpose of securing indebtedness to Lender which first arose before the Petition Date, except the Debtors' Adequate Protection Obligations.

F. Perfection of Security Interests. The replacement lien and security interest granted to Lender herein on the Post-petition Collateral are automatically deemed

perfected upon the entry of this Order without necessity of Lender taking possession, filing financing statements or other documents, or performing any other acts of perfection under state or federal law. This Final Order shall be deemed sufficient and conclusive evidence of the security interests and liens granted hereunder and perfection thereof.

G. No Surcharge. (a) Nothing contained in this Order shall be deemed or construed as consent by the Lender to any lien, charge, assessment or claim against the Prepetition Collateral or Post-petition Collateral under § 506(c) of the Bankruptcy Code or otherwise, and (b) no expense of administration of these cases or any superseding cases shall be charged against the Prepetition Collateral or Post-petition Collateral pursuant to § 506(c) of the Bankruptcy Code or otherwise.

H. Carve-Out Expenses. In the event that there are insufficient assets of the estate to pay amounts due under the Pre-Petition Loan Documents and allowed administrative expenses in full, the lien on Post-Petition Collateral is subordinated to the following "carve-out expenses":

i. Fees payable to the United States Trustee pursuant to 28 U.S.C. § 1930(a); and

ii. Allowed fees and out-of-pocket expenses payable to professionals retained by the bankruptcy estate pursuant to 11 U.S.C. §§ 327, 330 or 331 (net of any pre-filing retainers held by such professionals as of the Petition Date), excluding any success fee owed to any court approved investment banker or broker, (x)(i) up to the amounts set forth in the Budget, and (ii) prior to an Event of Default hereunder (the "Pre-Default Carve-Out"), and (y) the aggregate amount of $100,000 for Allowed fees and out-of-pocket expenses after an Event of Default (the "Post-Default Carve-Out").

I. Post-Petition Payments. In exchange for the Lender waiving payments of interest at the default rate under the Loan Documents, the Debtors shall make payments to Lender of amounts due under the Pre-Petition Loan Documents in the amounts and at the times set forth in the Budget. Nothing contained herein shall be deemed or construed as a waiver by the Lender of the right to accrue, subject to allowance under Section 506(b) of the Bankruptcy Code, any fees costs, and charges, including interest at the default rate set forth in the Loan Documents, or the Debtors' right to oppose the accrual and/or allowance of all such items interest at the default rate set forth in the Loan Documents. Lender's pre-petition ACH payment arrangement with the Debtors is authorized to continue post-petition in accordance with the Budget and in conformity with this Order.

J. Grant of Super-Priority Administrative Claim. The Adequate Protection Obligations shall constitute a claim under Section 507(a)(2) of the Bankruptcy Code and, to the extent the Adequate Protection Liens are inadequate to repay the Adequate Protection Obligations in full, such claim shall have priority in these Chapter 11 cases and superseding Chapter 7 cases in accordance with the provisions of Section 507(b) of

the Bankruptcy Code over all administrative expenses of the kind specified in Section 507(a)(2) of the Bankruptcy Code. Except as expressly set forth in this Order, no costs or administrative expenses which have been or may be incurred in the Debtors' Chapter 11 cases, in any conversion of the Debtors' Chapter 11 cases pursuant to Section 1112 of the Bankruptcy Code, or in any other proceeding related thereto, and no priority claims, including, without limitation, any other superpriority claims, are or will be prior to or on a parity with the superpriority claim granted to Lender under this Paragraph E(x).

6. Event of Default

Notwithstanding anything to the contrary herein, the following shall constitute an event of default hereunder (each, an "Event of Default"):

A. non-compliance by the Debtors with any of the terms or provisions of this Final Order, that is not otherwise timely cured;

B. any, stay, reversal, vacatur, rescission or other modification of the terms of this Final Order not consented to by the Lender in its sole and absolute discretion;

C. entry of an order by this Court or any other Court having jurisdiction over these Chapter 11 cases approving any post-petition financing senior to or on a parity with Lender's liens and security interests and not consented to by the Lender in its sole and absolute discretion;

D. entry of an order by this Court dismissing any of the Debtors' Chapter 11 cases or converting any of the Debtors' Chapter 11 cases to a case under Chapter 7 of the Bankruptcy Code, in each case, not consented to by the Lender in its sole and absolute discretion;

E. the appointment of a trustee or the appointment of an examiner with enlarged powers in any of the Debtors' Chapter 11 cases not consented to by the Lender in its sole and absolute discretion;

F. the lifting of the automatic stay to permit the exercise of secured creditor remedies with respect to any property of the Debtors having a value in excess of $50,000 individually or in the aggregate;

G. any liens of the Lender with respect to the Prepetition Collateral, the Post-petition Collateral or Adequate Protection Collateral or pursuant to this Order shall cease to be valid, binding and perfected first priority liens and to the extent provided in this Order;

H. any claim shall be afforded a priority higher than any Adequate Protection Obligation;

I. if the Debtors do not reasonably cooperate in the disclosure of information reasonably requested by or on behalf of the Lender;

J. if the Debtors attempt to sell some, all or substantially all their assets for a purchase price which does not indefeasibly pay the Lenders in full in cash;

K. if the Bankruptcy Court does not enter an order within 120 days of the Petition Date confirming a chapter 11 plan or approving a sale under Section 363 of the Bankruptcy Code, each of which provides for the sale of substantially all of the Debtors' assets and the payment of the net proceeds of sale to Lender's claims; or

L. the resignation or termination of Tamarack Associates, Inc. and/or John Palmer as operational and financial advisors to the Debtors.

7. Remedies for Lender.

A. Upon three (3) business days written notice of an Event of Default, given in each instance to the United States Trustee, counsel for the Debtors and counsel for any Committee, the Lender may terminate the authorization of the Debtors to use Cash Collateral pursuant to this Final Order, whereupon such authorization shall cease immediately. Notwithstanding anything in this Final Order to the contrary, all of the rights, remedies, benefits and protections provided to the Lender under this Final Order shall survive termination of the use of cash collateral.

B. Nothing contained herein shall preclude the Lender from filing an emergency motion to terminate the use of Cash Collateral, for relief from the automatic stay or seeking any other relief the Lender deems necessary and appropriate in its sole and absolute discretion in the event Lender reasonably concludes that it is not adequately protected or that the Debtors are suffering continued losses. The Lender shall notify the Debtor of such conclusion, the U.S. Trustee and any Committee of such conclusion, and may set such motion for expedited hearing (subject to the Court's calendar) upon not less than four (4) business days' notice to the Debtors, the U.S. Trustee and any Committee.

8. Injunction.

Except as provided in this Order (or, following the occurrence of an Event of Default, pursuant to any order otherwise obtained by the Debtors, after notice and a hearing), the Debtors shall be enjoined and prohibited from at any time (i) using Cash Collateral and (ii) using Adequate Protection Collateral that is cash collateral within the meaning of Section 363(a) of the Bankruptcy Code.

9. Termination.

In addition to the other instances set forth herein for termination of the use of Cash Collateral, the Debtors' right to continued use of Cash Collateral shall terminate upon the later of

the effective date of any confirmed chapter 11 Plan in these cases and 120 days from the date of entry of this Final Order.

10. Successors and Assigns.

The provisions of this Final Order supersede any contrary provision in the Interim Order and shall be binding upon and inure to the benefit of the Debtors, Lender and their respective successors and assigns, including any trustee or representative of the estate hereafter appointed or elected in these Chapter 11 cases or in any subsequent chapter 7 cases.

11. Continuing Effect.

If all or any of the provisions of this Order are hereafter reversed, modified, vacated, or stayed by subsequent order of this Court or any other court or on appeal, such reversal, modification, vacation, or stay shall not affect (i) the validity or priority of any obligation owed to Lender by the Debtors incurred prior thereto, or (ii) the validity, enforceability, or priority of any lien or priority of Lender with respect to the Debtors' Adequate Protection Obligations. Any Adequate Protection Obligations of Debtors arising prior to the effective date of such stay, modification, or vacation, shall be governed by the original provisions of this Order.

12. Service of Pleadings.

Debtors shall serve a copy of all pleadings or reports, including monthly operating reports, heretofore or hereafter filed with the Court concurrently with the filing by Debtor, on the U.S. Trustee, any Committee, Lender, and their counsel.

13. Reservation of Rights.

Notwithstanding anything to the contrary contained in the Interim Order or this Final Order, any party in interest (other than the Debtors and an Official Committee of Unsecured Creditors ("Creditors Committee") shall have sixty (60) days from the date of the entry of this Final Order, and in the case of the Creditors Committee, sixty (60) days from the date of its

formation, (the "Lien Challenge Deadline") to file an adversary proceeding to contest the extent, validity and priority of the Lender's Prepetition Liens. In the event such challenge is not filed with this Court on or before the applicable Lien Challenge Deadline, (i) the acknowledgements, stipulations and admissions with respect to the Prepetition Liens, the Lender and the Prepetition Indebtedness in this Final Order for the Debtors, including in Paragraph 6, shall automatically become final and irrevocably binding for all purposes on the Debtors' estates, any Committee, any Chapter 11 or chapter 7 trustee, and all other parties in interest without further action by any party or the Court, and (ii) the Lender shall be deemed released from any and all rights, claims, causes of action and liabilities arising from or in connection with the Prepetition Collateral, the Prepetition Loan Documents and/or the extension of credit or other financial accommodations thereunder or with respect thereto.

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UPH Cash Flow Budget

	1	41,369	2	3	4	5	6	7
Week Ending	5-Apr-13	Actual	12-Apr-13	19-Apr-13	26-Apr-13	3-May-13	10-May-13	17-May-13
Cash In								
Point One Cash In	93,676	119,572	93,676	148,806	204,603	244,687	93,676	148,806
PacWest Cash In	159,148	723,955	159,148	295,863	374,827	439,046	159,148	295,863
Total Cash In	252,824	843,527	252,824	444,669	579,430	683,733	252,824	444,669
Cash Out								
Salaries & Taxes	0		201,164	25,781	6,185	192,427	23,183	182,535
Employee Benefits	40,237	57,720	0	0	0	0	30,628	0
Employee Expen Reimbursement	1,000		1,000	1,000	1,000	1,000	1,000	1,000
Commissions				1,827	1,827	1,827	1,827	1,827
Insurance			32,408		4,853			
Occupancy Costs	208,728	143,670	0	0	0	160,736	0	0
Utilities	0		0	0	23,751	0	0	0
Point One Carrier Costs	0	26,952	0	215,171	86,867	0	0	153,653
PacWest Carrier Costs	0		0	305,000	439,720	0	0	0
Postage, Office Expenses	1,500	64	1,500	1,500	1,500	1,500	1,500	1,500
Legal Expenses						2,000		
Equipment Leases & Repairs	0		2,000	2,000	4,400	2,000	2,000	10,000
Tax Payments	0		0	0	3,000	0	0	0
Misc. Expenses - Travel	1,650	7,743	1,650	1,650	1,650	2,650	2,650	2,650
Pruchased Services	0		15,000	12,000	12,000	12,000	12,000	12,000
Total Operating Cash Out	253,115	236,149	254,722	565,929	586,752	376,140	74,788	365,165
Financing Expense								
Hercules Principal payment	0					139,583		
Hercules Interest payment	118,481	118,481				114,532		
Total Financing Expense	118,481	118,481	0	0	0	254,115	0	0
Bankruptcy Related Expenses								
Jackson Walker LLP								
Tamarack Associates, Inc.						33,800		
Investment Banker								25,000
US Trustee Fees								
Committee Professionals								
Total Bankruptcy Related Expense	0	0	0	0	0	33,800	0	25,000
Total Cash Out	371,597	354,630	254,722	565,929	586,752	664,055	74,788	390,165
Cash Beginning of Period	116,851	132,947	(1,922)	(3,820)	(125,080)	(132,403)	(112,724)	65,312
Cash In	252,824	843,527	252,824	444,669	579,430	683,733	252,824	444,669
Cash Out	371,597	354,630	254,722	565,929	586,752	664,055	74,788	390,165
Cash End of Period	(1,922)	621,844	(3,820)	(125,080)	(132,403)	(112,724)	65,312	119,815
Secured Debt -Beginning of Week	10,531,674	10,531,674	10,531,674	10,531,674	10,531,674	10,531,674	10,392,091	10,392,091
Accrued Legal Fees - paid from JW retainer						70,000		

EXHIBIT B

UPH Cash Flow Budget

	8	9	10	11	12	13	14	15	16	17	18
Week Ending	24-May-13	31-May-13	7-Jun-13	14-Jun-13	21-Jun-13	28-Jun-13	5-Jul-13	12-Jul-13	19-Jul-13	26-Jul-13	2-Aug-13
Cash In											
Point One Cash In	204,603	244,687	93,676	148,806	204,603	244,687	93,676	93,676	148,806	204,603	244,687
PacWest Cash In	374,827	439,046	159,148	295,863	374,827	439,046	159,148	159,148	295,863	374,827	439,046
Total Cash In	579,430	683,733	252,824	444,669	579,430	683,733	252,824	252,824	444,669	579,430	683,733
Cash Out											
Salaries & Taxes	6,185	182,535	6,185	164,909	6,185	164,909	6,185	154,082	6,185	0	160,266
Employee Benefits	0	0	29,427	0	0	0	27,025	0	0	0	0
Employee Expen Reimbursement	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Commissions	1,827	1,827	1,827	1,827	1,827	1,827	1,827	1,827	1,827	1,827	1,827
Insurance	25				25					4,853	
Occupancy Costs	0	0	154,202	0	0	0	154,202	0	0	0	154,202
Utilities	0	23,751	0	0	0	23,751	0	0	0	23,751	0
Point One Carrier Costs	138,863	1,282	0	68,450	147,374	77,974	0	57,721	158,104	77,784	0
PacWest Carrier Costs	305,000	174,780	0	0	0	305,000	174,780	0	0	305,000	166,080
Postage, Office Expenses	1,500	1,500	1,500	1,500	1,500	1,500	500	500	500	500	500
Legal Expenses			2,000					2,000			
Equipment Leases & Repairs	12,000	4,400	5,000	7,500	2,000	4,400	2,000	0	2,000	4,400	2,000
Tax Payments	0	3,000	0	0	0	3,000	0	0	0	3,000	0
Misc. Expenses - Travel	2,650	2,650	2,650	2,650	2,650	2,650	650	650	650	650	650
Pruchased Services	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Total Operating Cash Out	481,050	408,725	215,791	259,836	174,561	598,011	380,168	229,780	182,265	434,766	498,525
Financing Expense											
Hercules Principal payment			139,583				139,583				139,583
Hercules Interest payment			116,911				123,326				127,437
Total Financing Expense	0	0	256,494	0	0	0	262,909	0	0	0	267,020
Bankruptcy Related Expenses											
Jackson Walker LLP							75,000				60,000
Tamarack Associates, Inc.			33,800				28,000				28,000
Investment Banker					25,000				20,000		
US Trustee Fees				13,000							
Committee Professionals			20,000				12,000				10,000
Total Bankruptcy Related Expense	0	0	53,800	13,000	25,000	0	115,000	0	20,000	0	98,000
Total Cash Out	481,050	408,725	526,085	272,836	199,561	598,011	758,078	229,780	202,265	434,766	863,545
Cash Beginning of Period	119,815	218,195	493,204	219,943	391,776	771,645	857,367	352,114	375,158	617,562	762,226
Cash In	579,430	683,733	252,824	444,669	579,430	683,733	252,824	252,824	444,669	579,430	683,733
Cash Out	481,050	408,725	526,085	272,836	199,561	598,011	758,078	229,780	202,265	434,766	863,545
Cash End of Period	218,195	493,204	219,943	391,776	771,645	857,367	352,114	375,158	617,562	762,226	582,414
Secured Debt -Beginning of Week	10,392,091	10,392,091	10,392,091	10,252,508	10,252,508	10,252,508	10,252,508	10,112,925	10,112,925	10,112,925	10,112,925
Accrued Legal Fees - paid from JW r			60,000								

EXHIBIT B

UPH Cash Flow Budget

Week Ending	Budget to Date	Actual to Date	Variance	Total Budget
Cash In				
Point One Cash In	93,676	119,572	25,896	2,954,438
PacWest Cash In	159,148	723,955	564,807	5,393,833
Total Cash In	252,824	843,527	590,703	8,348,271
Cash Out				
Salaries & Taxes	0	0	0	1,488,898
Employee Benefits	40,237	57,720	(17,483)	127,317
Employee Expen Reimbursement	1,000	0	1,000	18,000
Commissions	0	0	0	29,231
Insurance	0	0	0	42,164
Occupancy Costs	208,728	143,670	65,058	832,071
Utilities	0	0	0	95,006
Point One Carrier Costs	0	26,952	(26,952)	1,183,243
PacWest Carrier Costs	0	0	0	2,175,360
Postage, Office Expenses	1,500	64	1,436	22,000
Legal Expenses	0	0	0	6,000
Equipment Leases & Repairs	0	0	0	68,100
Tax Payments	0	0	0	12,000
Misc. Expenses - Travel	1,650	7,743	(6,093)	33,700
Pruchased Services	0	0	0	147,000
Total Operating Cash Out	253,115	236,149	16,967	6,280,089
Financing Expense				
Hercules Principal payment	0	0	0	558,332
Hercules Interest payment	118,481	118,481	0	600,687
Total Financing Expense	118,481	118,481	0	1,159,019
Bankruptcy Related Expenses				
Jackson Walker LLP	0	0	0	135,000
Tamarack Associates, Inc.	0	0	0	123,600
Investment Banker	0	0	0	70,000
US Trustee Fees	0	0	0	13,000
Committee Professionals	0	0	0	42,000
Total Bankruptcy Related Expense	0	0		383,600
Total Cash Out	371,597	354,630		7,822,709
Cash Beginning of Period	116,851	132,947		116,851
Cash In	252,824	843,527		8,348,271
Cash Out	371,597	354,630		7,882,709
Cash End of Period	(1,922)	621,844		582,414
Secured Debt -Beginning of Week				
Accrued Legal Fees - paid from JW r				

EXHIBIT B

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