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**FILED & ENTERED**

**DEC 30 2015**

CLERK U.S. BANKRUPTCY COURT  
Central District of California  
BY carranza DEPUTY CLERK

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**LOS ANGELES DIVISION**

In re:  
MediaShift, Inc.,  
  
Debtor and Debtor in Possession.

Lead Case No.: 2:15-bk-25024-SK  
(Jointly administered with:  
Case No. 2:15-bk-25030-SK)

Chapter 11 Cases

In re:  
Ad-Vantage Networks, Inc.,  
  
Debtor and Debtor in Possession.

**FINAL ORDER PURSUANT TO 11 U.S.C. §§  
105, 361, 362, 363, 364, 503 AND 507:  
(1) APPROVING POST PETITION  
FINANCING,  
(2) AUTHORIZING USE OF CASH  
COLLATERAL,  
(3) GRANTING LIENS AND PROVIDING  
SUPERPRIORITY ADMINISTRATIVE  
EXPENSE STATUS,  
(4) MODIFYING AUTOMATIC STAY, AND  
(5) ALLOWING CLAIMS AND LIENS**

☒ Affects Both Debtors  
  
☐ Affects MediaShift, Inc. Only  
  
☐ Affects Ad-Vantage Networks, Inc. Only

Hearing:

Date: December 30, 2015  
Time: 8:30 a.m.  
Place: Courtroom 1575  
255 East Temple Street  
Los Angeles, CA 90012

1 THIS MATTER having come before the Court upon motion (the “DIP Motion”) by  
2 MediaShift, Inc. (“MediaShift”) and Ad-Vantage Networks, Inc. (“AdVantage” and collectively  
3 with MediaShift, the “Borrowers” or the “Debtors”), as debtors and debtors-in-possession in the  
4 above captioned chapter 11 cases (the “Cases”), seeking, among other things, entry of a final  
5 order (this “Final Order”) to:

6 (1) Authorize pursuant to sections 363, 364(c) and 364(d) of title 11 of the United  
7 States Code, as amended (the “Bankruptcy Code”), the Debtors to obtain credit and incur debt on  
8 a final in the amount of \$425,000 (on terms and conditions more fully described herein) secured  
9 by first priority perfected liens (as defined in section 101(37) of the Bankruptcy Code and  
10 referred to and defined in more detail herein as the “DIP Liens”) on property of the Debtors’  
11 estates pursuant to sections 364(c)(2) and 364(d) of the Bankruptcy Code, and with priority as  
12 provided in section 364(c)(1) of the Bankruptcy Code, subject to the terms and conditions  
13 contained herein;

14 (2) Establish that the financing arrangement (as amended, modified and in effect from  
15 time to time, the “DIP Credit Facility”) as provided for in that certain Senior Secured, Super-  
16 Priority Debtor-in-Possession Loan and Security Agreement, substantially in the form filed on  
17 record in the Cases and introduced into evidence at the final hearing on the DIP Motion (as  
18 amended, modified and in effect from time to time, and together with any and all other related  
19 documents and agreements entered into in connection with or related to the DIP Credit Facility  
20 (the “DIP Credit Agreement”)<sup>1</sup> by and between the Borrowers and MediaShift Holdings, Inc.  
21 (“Holdings” or the “Lender”);

22 (3) Authorize the Debtors to incur the “Obligations” under and as defined in the DIP  
23 Credit Agreement (collectively, the “DIP Obligations”);

24 (4) Authorize and approve the use of proceeds of the DIP Credit Facility in each case  
25 in a manner consistent with the terms and conditions of the DIP Credit Agreement, and in  
26 accordance with the Budget (as defined below) solely for (a) for working capital and general  
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28 <sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed in the  
DIP Credit Agreement.

1 corporate purposes to the extent set forth in the Budget and approved by the Committee and  
2 Lender; and (b) to pay the costs and expenses related to the administration of the Cases to the  
3 extent set forth in the Budget and approved by the Committee and Lender;

4 (5) Grant, pursuant to sections 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy  
5 Code, the Lender first priority perfected liens, subject only to the Carve-Out (as defined below),  
6 upon all of the Borrowers' real and personal property as provided in and as contemplated by this  
7 Final Order, the DIP Credit Facility and the DIP Credit Agreement;

8 (6) Grant, pursuant to section 364(c)(1) of the Bankruptcy Code, the Lender  
9 superpriority administrative claim status in respect of all DIP Obligations, subject to the Carve  
10 Out as provided in and as contemplated by this Final Order, the DIP Credit Facility and the DIP  
11 Credit Agreement;

12 (7) Authorize and approve, pursuant to sections 361 and 363 of the Bankruptcy Code,  
13 the Debtors' use of "cash collateral," as that term is defined in section 363 of the Bankruptcy  
14 Code (the "Cash Collateral"), in which Lender and the Other Secured Creditors (as defined  
15 below) have an interest, in accordance with the provisions of this Final Order, the DIP Credit  
16 Facility and the DIP Credit Agreement;

17 (8) Grant, pursuant to sections 361, 363 and 364 of the Bankruptcy Code, as adequate  
18 protection for the pre-petition liens and the use of Cash Collateral, in favor of the Lender and  
19 Other Secured Creditors (as defined below), replacement liens on all of the Debtors' currently  
20 owned or after-acquired property and proceeds thereof, with such replacement liens to have the  
21 same extent, validity, and priority as the prepetition liens held by such creditors, as such liens  
22 may be validated by this Final Order, subject to the DIP Liens and the Carve Out (each as defined  
23 below); and

24 (9) Vacate and modify the automatic stay imposed by section 362 of the Bankruptcy  
25 Code to the extent necessary to implement and effectuate the terms and provisions of the DIP  
26 Credit Agreement and this Final Order.

27 The Court having considered the DIP Motion, the exhibits attached thereto, the DIP Credit  
28 Facility and the DIP Credit Agreement, and the evidence submitted at the final hearing on the DIP

1 Motion and this Final Order (the “Final Hearing”); in accordance with Federal Rules of  
2 Bankruptcy Procedure (the “Bankruptcy Rules”) 2002, 4001(b), (c), and (d), and 9014, and Local  
3 Bankruptcy Rules (“LBR”), 4001-2 and 9075-1, due and proper notice of the DIP Motion and the  
4 Final Hearing having been given under the circumstances; and good cause appearing for approval  
5 of the relief requested in the DIP Motion and the DIP Credit Facility and the DIP Credit  
6 Agreement, the terms of which the Court concludes are fair and reasonable and in the best  
7 interests of the Debtors, their creditors, their estates and their equity holders, which approval is  
8 essential for the continued liquidation of the Debtors’ business; and it further appearing that  
9 Borrowers are unable to secure unsecured credit for money borrowed allowable as an  
10 administrative expense under section 503(b)(1) of the Bankruptcy Code; and that there is  
11 adequate protection of the interests of holders of liens on the property of the estate on which liens  
12 are to be granted; and all objections, if any, to the entry of this Final Order having been  
13 withdrawn, resolved or overruled by the Court; and upon all pleadings filed with this Court, all  
14 proceedings held before the Court, and the evidence adduced in connection therewith; and after  
15 due deliberation and consideration, and for good and sufficient cause appearing therefor:

16 **THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND**  
17 **CONCLUSIONS OF LAW ON A FINAL BASIS FOR PURPOSES OF ENTERING THIS**  
18 **FINAL ORDER:**

19 A. On September 30, 2015 (the “Petition Date”), the Debtors each filed a voluntary  
20 petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court  
21 for the Central District of California (the “Bankruptcy Court”). The Debtors are continuing in the  
22 management and possession of their businesses and properties as debtors-in-possession pursuant  
23 to sections 1107 and 1108 of the Bankruptcy Code.

24 B. On November 6, 2015, the Office of the United States Trustee appointed a five-  
25 member official committee of unsecured creditors (the “Committee”).

26 C. Consideration of the DIP Motion constitutes a “core proceeding” as defined in 28  
27 U.S.C. §§ 157(b)(2)(A), (D), (G), (K), (M) and (O). This Court has jurisdiction over this  
28 proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334.

1 The venue of the Debtors' Cases and this DIP Motion is proper pursuant to 28 U.S.C. §§ 1408  
2 and 1409.

3 D. Except for Lender, Schedule A contains a complete list of all creditors holding  
4 purported secured claims against the Debtors (the "Other Secured Creditors").

5 E. The Lender is willing to advance monies to the Debtors, and the Lender and Other  
6 Secured Creditors are willing to consent to the use of the pre-petition collateral and the proceeds  
7 of the DIP Credit Facility, only upon the terms and conditions contained in this Final Order and  
8 the DIP Credit Agreement. The Debtors have prepared and annexed to the DIP Motion the  
9 Budget, which sets forth, among other things, the projected cash receipts and disbursements for  
10 the periods covered thereby and which the Debtors believe in good faith to be realistic and  
11 achievable. Pursuant to the DIP Credit Agreement and a related stipulation, Lender and the Other  
12 Secured Creditors consented to the Debtors use of Ten Thousand four Hundred and Fifty Dollars  
13 (\$10,450) of Cash Collateral for the weeks beginning December 16, 2015 and December 23,  
14 2015, as set forth in the Budget. The Lender is relying upon the Budget in entering into the DIP  
15 Loan Agreement and in consenting to the terms of this Final Order. The Lender's willingness to  
16 advance the monies and other extensions of credit pursuant to the DIP Credit Agreement is  
17 conditioned upon, among other things, (i) the Debtors obtaining this Court's approval of the DIP  
18 Credit Agreement, all obligations of the Debtors and all rights and remedies of the Lender  
19 thereunder and as provided in this Final Order; and (ii) the Lender receiving a security interest in  
20 and lien upon the Collateral (as defined below), and that such security interests and liens have the  
21 priorities hereinafter set forth.

22 F. At all times during the Cases and except as provided herein, and whether or not an  
23 Event of Default (as defined in the DIP Credit Agreement) has occurred, the Debtors agree not to  
24 seek authority (i) to use Cash Collateral, Collateral, or the Carve-Out except to the extent  
25 expressly permitted in this Final Order, in accordance with, subject to, and as limited by the  
26 Budget and the DIP Credit Agreement; (ii) until indefeasible payments in full of all DIP  
27 Obligations, to obtain post-petition loans or other financial accommodations pursuant to section  
28 364(c) or (d) of the Bankruptcy Code, other than from the Lender on terms and conditions set

1 forth herein and in the DIP Credit Agreement; (iii) to challenge the application of any payments  
2 authorized by this Final Order pursuant to section 506(b) of the Bankruptcy Code or otherwise;  
3 (iv) to propose or support a plan of reorganization or liquidation that does not provide for the  
4 infeasible payment in full of all DIP Obligations; (v) to challenge the priority of the DIP Liens  
5 or Replacement Liens; (vi) to bring any claim or cause of action against the Lender, except on  
6 any claims expressly preserved by the DIP Credit Agreement; or (vii) to seek relief under the  
7 Bankruptcy Code, including without limitation, under section 105 of the Bankruptcy Code, to the  
8 extent any such relief would in any way restrict or impair the rights and remedies of the Lender as  
9 provided in this Final Order or any DIP Credit Agreement, as applicable, or the Lender's exercise  
10 of such rights and remedies.

11 G. The Debtors are unable to obtain sufficient levels of unsecured credit allowable as  
12 an administrative expense under section 503(b)(1) of the Bankruptcy Code to maintain and  
13 conduct their businesses. The Debtors have an immediate and ongoing need to obtain the DIP  
14 Credit Facility to administer, maximize, and preserve the value of their estates. The Debtors'  
15 ability to maintain the value of their assets and to maximize the prospect of a return for all  
16 creditors requires the availability of working capital, the absence of which would harm the  
17 Debtors, their estates, and their creditors.

18 H. Despite efforts, the Debtors are unable to obtain the necessary financing on more  
19 favorable terms from sources other than the Lender under the DIP Credit Agreement, and are  
20 unable to obtain adequate unsecured credit allowable under section 364(a), (b) or (c)(1) of the  
21 Bankruptcy Code or under section 503(b)(1) of the Bankruptcy Code as an administrative  
22 expense. The Debtors are also unable to obtain secured credit allowable under sections 364(c)(1),  
23 (c)(2) and (c)(3) of the Bankruptcy Code without granting priming liens under section 364(d)(1)  
24 of the Bankruptcy Code and the DIP Superpriority Claims (as defined herein) under the terms and  
25 conditions set forth in this Final Order and in the DIP Credit Agreement.

26 I. Based upon the record, the DIP Credit Agreement and the credit and financial  
27 accommodations to be extended under the DIP Credit Facility are being extended by the Lender  
28 in good faith as such term is used in section 364(e) of the Bankruptcy Code and in express

1 reliance upon the protections offered by section 364(e) of the Bankruptcy Code. The Lender shall  
2 be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event this Final  
3 Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise. The  
4 conditions required by the Other Secured Creditors in connection with the use of Pre-Petition  
5 Collateral (as defined below) and Cash Collateral are made in good faith; the Lender, the  
6 Committee and the Debtors have negotiated the terms and conditions contained in this Final  
7 Order in an arms' length, open and honest fashion; and the Lender is entitled to the protection of  
8 section 364(e) of the Bankruptcy Code.

9 J. It is in the best interests of the Debtors' creditors and estates that they be allowed  
10 to finance their operations under the terms and conditions set forth herein.

11 K. Notice of the Final Hearing and the relief requested in the DIP Motion has been  
12 provided by the Debtors, whether by telecopy, email, overnight courier, Notice of Electronic  
13 Filing through the Court's Electronic Case Filing System (where applicable), or hand delivery, to  
14 certain parties in interest, including: (i) the Office of the United States Trustee, (ii) the Internal  
15 Revenue Service, (iii) the Committee, (iv) counsel to the Lender, and (v) counsel to the Other  
16 Secured Creditors. Under the circumstances, such notice of the Final Hearing and the relief  
17 requested in the DIP Motion constitutes due and sufficient notice and complies with sections  
18 102(1), 364(c) and 364(d) of the Bankruptcy Code and Bankruptcy Rules 2002 and 4001(c).

19 L. Sufficient and adequate notice of the DIP Motion has been provided under the  
20 urgent circumstances present, pursuant to Bankruptcy Rules 2002, 4001(a), (b), (c) and (d), 6004,  
21 and 9014 and section 102(1) of the Bankruptcy Code, as required by sections 363(b), 364(c) and  
22 364(d) of the Bankruptcy Code.

23 M. In consultation with counsel, the Debtors and the Committee have had a full and  
24 fair opportunity to investigate claims or causes of action against the Lender objecting to the Pre-  
25 Petition Liens or in the nature of a setoff, counterclaim or defense to the Pre-Petition Obligations,  
26 including, but not limited to, those under sections 506, 544, 547, 548, 550 and/or 552 of the  
27 Bankruptcy Code. The Debtors and the Committee have determined that no such claim or cause  
28 of action exists against the Lender. The Debtors and Committee admit, stipulate, acknowledge

1 and agree that (collectively, paragraphs M(1) through M(7) hereof shall be referred to herein as  
2 the “Debtors’ and Committee’s Stipulations”):

3 1. Prior to the Petition Date, Debtors were borrowers under that certain Note  
4 and Bridge Loan Agreement, dated as of October 31, 2014, among the Borrowers, other credit  
5 parties signatory thereto, and Lender (as amended and in effect as of the Petition Date, together  
6 with all related documents and agreements, the “Pre-Petition Credit Agreement”), by and between  
7 Debtors and Lender.

8 2. As of the Petition Date, the Borrowers were indebted under the Pre-Petition  
9 Credit Agreement in the amount of \$5,315,927.85 in loan principal obligations plus interest, fees,  
10 costs and expenses and all other obligations due under the Pre-Petition Credit Agreement (the  
11 “Pre-Petition Credit Obligations”).

12 3. To secure the Pre-Petition Credit Obligations, Borrowers granted, assigned  
13 and transferred security interests and liens (collectively referred to herein as the “Pre-Petition  
14 Liens”) to the Lender on all assets of Borrowers, including, without limitation, all then owned or  
15 after acquired right, title, and interest in and to “all assets,” including without limitation, each of  
16 the following: Accounts, Chattel Paper, Deposit Accounts, Documents, General Intangibles,  
17 Fixtures, Inventory, Equipment, Instruments, Letter of Credit Rights, Commercial Tort Claims,  
18 Supporting Obligations, Patents, Trademarks, Copyrights, Domain Names, Licenses, money or  
19 other assets of Borrowers that are to come into the possession, custody, or control of the Lender;  
20 and any and all proceeds and products, whether tangible or intangible, of any of the foregoing,  
21 including proceeds of insurance covering any or all of the foregoing, or any portion thereof or  
22 interest in or to any of the foregoing (each as defined in the Pre-Petition Credit Agreement)  
23 (collectively, the “Pre-Petition Collateral”).

24 4. Prior to the Petition Date, Fisk Investments, LLC made loans to MediaShift  
25 as evidenced by promissory notes dated May 14, 2014 and May 28, 2014 (the “Fisk Notes”)  
26 secured by a security interest in and lien on substantially all of the assets of MediaShift. Prior to  
27 the Petition Date, Fisk assigned the Fisk Notes to Lender. As of the Petition Date, Lender is  
28 owed \$100,000.00 in loan principal obligations plus interest, fees, costs and expenses and all of



1 the obligations due under the Fisk Notes (the “Pre-Petition Note Obligations” and together with  
2 the Pre-Petition Credit Agreement, the “Pre-Petition Obligations”); and

3 5. The Debtors are in default of their obligations under the Pre-Petition Credit  
4 Agreement and Fisk Notes.

5 6. (A) As of the Petition Date, (i) the Pre-Petition Liens (as defined below)  
6 are valid, binding, enforceable, and perfected liens and are not subject to avoidance,  
7 recharacterization or subordination pursuant to the Bankruptcy Code or applicable non-  
8 bankruptcy law, (ii) the Pre-Petition Obligations constitute legal, valid and binding obligations of  
9 the Debtors, enforceable in accordance with the terms thereof (other than in respect of the stay of  
10 enforcement arising from section 362 of the Bankruptcy Code), no offsets, defenses or  
11 counterclaims to any of the Pre-Petition Obligations exist, and no portion of the Pre-Petition  
12 Obligations is subject to avoidance, recharacterization or subordination pursuant to the  
13 Bankruptcy Code or applicable non-bankruptcy law, and (iii) the Pre-Petition Obligations  
14 constitute an allowed, secured claim as of the Petition Date in the amount of Six Million, Four  
15 Hundred Thousand (\$6,400,000) Dollars (“Lender’s Pre-Petition Secured Claim”); and (B) on the  
16 date that this Final Order is entered, the Debtors have waived, discharged and released any right  
17 the Debtors may have (x) to challenge or object to any of the Pre-Petition Obligations, (y) to  
18 challenge or object to the security for the Pre-Petition Obligations, and (z) to bring or pursue any  
19 and all claims, objections, challenges, causes of action and/or choses in action arising out of,  
20 based upon or related to the Pre-Petition Credit Agreement or otherwise against the Lender,  
21 together with its affiliates, agents, attorneys, officers, directors and employees.

22 7. Lender requested a waiver of the provisions of sections 506(c) of the  
23 Bankruptcy Code, the granting of which request is a condition to Lender’s agreement to the Carve  
24 Out and the Debtors and the Committee agreed and are deemed by this Final Order to have  
25 waived any and all claims under the provisions of section 506(c) of the Bankruptcy Code against  
26 Lender and the Collateral.

27 N. The Other Secured Creditors have consented to the relief sought in the DIP  
28 Motion.

1 O. In light of its agreement to subordinate its liens and superpriority claims to the  
2 Carve Out, Lender is entitled to all of the rights and benefits of section 552(b) of the Bankruptcy  
3 Code and the “equities of the case” exception shall not apply.

4 P. Lender has indicated a willingness to provide financing to Borrowers in  
5 accordance with the DIP Credit Agreement and subject to (i) the entry of this Final Order, and (ii)  
6 findings by the Court that such financing is essential to the Debtors’ estates, that Lender is a good  
7 faith financier, and that Lender’s claims, superpriority claims, security interests and liens and  
8 other protections granted pursuant to this Final Order and the DIP Credit Facility will not be  
9 affected by any subsequent reversal, modification, vacatur or amendment of this Final Order or  
10 the Final Order or any other order, as provided in section 364(e) of the Bankruptcy Code.

11 Q. The terms and conditions of the DIP Credit Facility and the DIP Credit Agreement  
12 are fair, reasonable, and the best available under the circumstances, reflect Borrowers’ exercise of  
13 prudent business judgment consistent with their fiduciary duties, and are supported by reasonably  
14 equivalent value and consideration. The DIP Credit Facility and the use of Cash Collateral were  
15 both negotiated in good faith and at arms’ length between Borrowers, Lender and the Committee.  
16 Use of Cash Collateral and credit to be extended under the DIP Credit Facility will be so extended  
17 in good faith, and for valid business purposes and uses, the consequence of which is that the  
18 Lender is entitled to the protection and benefits of section 364(e) of the Bankruptcy Code.

19 R. For the reasons stated above, Debtors have requested immediate entry of this Final  
20 Order pursuant to Bankruptcy Rule 4001(c)(2).

21 NOW, THEREFORE, on the DIP Motion and the record before the Court with respect to  
22 the DIP Motion, and with the consent of the Debtors, the Lender, the Other Secured Creditors,  
23 and the Committee to the form and entry of this Final Order, and good and sufficient cause  
24 appearing therefor,

25 IT IS ORDERED that:

26 1. DIP Motion Granted. The DIP Motion shall be and hereby is GRANTED as set  
27 forth herein. Any objections to the DIP Motion with respect to entry of this Final Order that have  
28 not been withdrawn, resolved, waived or otherwise settled are hereby denied and overruled.

2. Authorization to Obtain Debtor-in-Possession Financing.

(a) Approval of DIP Credit Agreement. The Debtors are expressly and immediately authorized, empowered and directed to execute and deliver the DIP Credit Agreement and to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of this Final Order and the DIP Credit Agreement, and to deliver all instruments and documents which may be required or necessary for the performance by Borrowers under the DIP Credit Facility and the creation and perfection of the DIP Liens described in and provided for by this Final Order and the DIP Credit Agreement. The rate of interest to be charged for the Loans (as defined in the DIP Credit Agreement) pursuant to the DIP Credit Agreement shall be the rates set forth in the DIP Credit Agreement and shall be payable at the times set forth in the DIP Credit Agreement. Upon execution and delivery, the DIP Credit Agreement shall represent valid and binding obligations of Borrowers, enforceable against Borrowers in accordance with its terms.

(b) Authorization to Borrow. In order to enable it to continue to operate their business and efforts to accomplish an orderly liquidation of their assets for the benefit of all parties in interest and subject to the terms and conditions of this Final Order, the DIP Credit Agreement, documents comprising the DIP Credit Facility, and the Budget (as defined below), Borrowers are hereby authorized to request, and Lender is authorized to make, the Loan (as defined in the DIP Credit Agreement) which, for the avoidance of doubt, permits an advance in the amount under the DIP Credit Facility of Four Hundred and Twenty Five Thousand Dollars (\$425,000).

(c) Application of DIP Proceeds. The proceeds of the DIP Credit Facility shall be used, in each case in a manner consistent with the terms and conditions of the DIP Credit Agreement, and in accordance with the Budget (as defined below) solely (a) for working capital and general corporate purposes to the extent set forth in the Budget and approved by the Committee and Lender; and (b) to pay the costs and expenses related to the administration of the Cases to the extent set forth in the Budget and approved by the Committee and Lender.

3. Authorization to Use Cash Collateral. The Debtors are hereby authorized to use Cash Collateral, in accordance with the terms and conditions of this the DIP Credit Agreement,

1 the Budget, and this Final Order, until the occurrence of the Maturity Date (as defined in the DIP  
2 Loan Agreement), or upon the occurrence of an Event of Default and the giving of the Remedies  
3 Notice (each as defined herein).

4 4. Budget Limitations on Loans and Cash Collateral Usage. Subject to the terms and  
5 conditions set forth herein and in the DIP Credit Agreement, the Debtors are authorized to borrow  
6 and obtain the Loan (as defined in the DIP Credit Agreement) and use Cash Collateral up to the  
7 amounts set forth in the Budget attached hereto as Exhibit A, as modified or supplemented from  
8 time to time and which cover any time period covered by a prior budget or covering additional  
9 time periods (collectively, the “Budget”), and in accordance with the DIP Credit Agreement and  
10 this Final Order, which the Lender and Committee has approved, subject to the provisions of the  
11 DIP Credit Agreement and this Final Order, through January 31, 2016. The Lender shall have no  
12 obligation to advance any monies under the DIP Credit Agreement unless the conditions  
13 precedent to making such Loan under the DIP Credit Agreement have been satisfied in full or  
14 waived by the Lender in its sole discretion. The Debtors are hereby authorized to satisfy all  
15 conditions precedent and perform all obligations hereunder and under any DIP Credit Agreement  
16 in accordance with the terms thereof and hereof.

17 5. Lender’s Superpriority Claim. For any and all DIP Obligations, and in addition to  
18 the rights and DIP Liens granted below, subject to the Carve-Out, effective immediately upon  
19 entry of this Final Order, all of the DIP Obligations shall constitute allowed superpriority  
20 administrative claims (the “DIP Superpriority Claims”) in accordance with section 364(c)(1) of  
21 the Bankruptcy Code, having a priority in right of payment over any and all other obligations,  
22 liabilities and indebtedness of the Debtors, now in existence or hereafter incurred by the Debtors  
23 and over any and all administrative expenses or priority claims of any kind including as specified  
24 in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a),  
25 507(b), 546(c), 546(d), 726(b) (to the extent permitted by law), 1113 and 1114 of the Bankruptcy  
26 Code, whether arising in the Cases or in any superseding chapter 7 case concerning the Debtors  
27 (“Successor Case”). The DIP Superpriority Claim shall, for purposes of section 1129(a)(9)(A) of  
28 the Bankruptcy Code, be considered, an administrative expense allowed under section 503(b) of

1 the Bankruptcy Code (without the need to file any proofs of claim or requests for payment) and  
2 shall be payable from and have recourse to all pre-petition and post-petition property of the  
3 Debtors and all proceeds thereof, including, without limitation, all proceeds of any avoidance  
4 actions. Other than as provided in the DIP Credit Agreement and this Final Order with respect to  
5 the Carve-Out, no costs or expenses of administration, including, without limitation, professional  
6 fees allowed and payable under sections 328, 330, 331 and 363 of the Bankruptcy Code or  
7 otherwise, that have been or may be incurred in these Cases, or in any Successor Case, and no  
8 priority claims are, or will be, senior to, prior to or on parity with the DIP Liens, the DIP  
9 Superpriority Claims, or the DIP Obligations, or with any other claims of the Lender arising  
10 hereunder.

11 6. Adequate Protection of Pre-Petition Secured Creditors' Interests. On the Closing  
12 Date (as defined in the DIP Credit Agreement), as adequate protection for the interest of Lender  
13 and the Other Secured Creditors in the Pre-Petition Collateral (including the Cash Collateral) on  
14 account of the granting of the DIP Liens, the Debtor's use of Cash Collateral and other  
15 diminution in value of the Collateral, the Other Secured Creditors and Lender shall receive  
16 adequate protection as follows:

17 (a) Pre-Petition Replacement Liens. The Other Secured Creditors and Lender  
18 shall have, subject to the terms and conditions set forth below, pursuant to sections 361, 363(e)  
19 and 364(d) of the Bankruptcy Code, additional and replacement security interests and liens in the  
20 Collateral for any diminution in the value of its interest in the Pre-Petition Collateral (the "Pre-  
21 Petition Replacement Liens") to the same extent, validity and priority as they held prior to the  
22 Petition Date except with respect to Pre-Petition Liens which are validated and allowed in  
23 Paragraph 10 of this Final Order; and

24 7. Allowance of Claims. The claims of Other Secured Creditors (the "Other Secured  
25 Claims") shall be deemed allowed in the amounts set forth in Schedule A annexed hereto solely  
26 for purposes of bidding at a sale of all or substantially all of the Debtors' assets (a "363 Sale")  
27 pursuant to section 363(k) of the Bankruptcy Code. Notwithstanding the foregoing or any other  
28 provisions of this Final Order or the DIP Credit Agreement, the allowance of the claims of Other

1 Secured Creditors for this limited purpose in the amounts set forth in Schedule A annexed hereto,  
2 is without prejudice to the rights of the Debtors, the Committee, and any other party in interest to  
3 object to the Other Secured Claims, on any ground, and without being bound, or prejudiced by,  
4 any provisions of this Final Order or the DIP Credit Agreement, regarding the amounts of the  
5 Other Secured Claims or any security for the Other Secured Claims, if they are not included in a  
6 credit bid for all or substantially all of the Debtors' assets at the 363 Sale or Lender, or its  
7 designee, does not close a purchase of all or substantially all of the Debtors' assets pursuant to the  
8 363 Sale.

9 8. Lender, or its designee, shall be permitted to bid the DIP Obligations, Lender's  
10 Pre-Petition Secured Claim, plus accrued and unpaid post-petition interest, at a 363 Sale pursuant  
11 to section 363(k) of the Bankruptcy Code.

12 9. Post-Petition DIP Liens.

13 (a) As security for the DIP Obligations, immediately effective and perfected  
14 upon the date of this Final Order and without the necessity of the execution, recordation of filings  
15 of mortgages, security agreements, control agreements, pledge agreements, financing statements  
16 or other similar documents, the DIP Liens set forth below (the "DIP Liens" and, together with the  
17 Pre-Petition Replacement Liens, DIP Superpriority Claim, collectively, the "DIP Protections") are  
18 hereby granted to the Lender (which immediately, and without any further action by any person  
19 or entity, irrevocably and unconditionally constitute valid, binding, permanent, perfected,  
20 continuing, enforceable, unavoidable security) on all assets of the Debtors' estates whether  
21 existing on the Petition Date or thereafter acquired, as more fully set forth in the DIP Credit  
22 Agreement (collectively, the "DIP Collateral") including without limitation, each of the  
23 following:

- 24 i. Accounts (including, without limitation, all of the royalties and  
25 other amounts due to any Debtors under any agreement whether or  
26 not constituting an Account agreement);  
27 ii. Chattel Paper;  
28 iii. DDAs;

- iv. Documents;
- v. General Intangibles (including, without limitation, all of the royalties and other amounts due to any Debtor under any agreement whether or not constituting a General Intangible);
- vi. Goods (including, without limitation, Inventory and Equipment);
- vii. Instruments;
- viii. Investment Property;
- ix. Intellectual Property;
- x. Leasehold Interests;
- xi. Letter of Credit Rights;
- xii. Commercial Tort Claims;
- xiii. money or other assets of the Debtors that now or hereafter come into the possession, custody, or control of the Lender; and
- xiv. any and all proceeds and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance covering any or all of the foregoing, and any and all Accounts, Books, General Intangibles, Goods, including, without limitation, Equipment and Inventory, Investment Property, Intellectual Property, Negotiable Collateral, Real Property, money, DDAs, or other tangible or intangible property resulting from the sale, exchange, collection, or other disposition of any of the foregoing, or any portion thereof or interest therein, and the proceeds thereof.

(b) First Lien on Unencumbered Property. Pursuant to section 364(c)(2) of the Bankruptcy Code, the Lender is hereby granted and shall have a valid, binding, continuing, enforceable, fully-perfected first priority senior security interest in and lien upon any and all Collateral that is not subject to valid, perfected, non-avoidable and enforceable liens in existence as of the Petition Date or valid liens in existence as of the Petition Date that are perfected subsequent to such date to the extent permitted by section 546(b) of the Bankruptcy Code.

1 (c) Priming Liens. Pursuant to section 364(d)(1) of the Bankruptcy Code, the  
2 Lender is hereby granted and shall have a valid, binding, continuing, enforceable, fully-perfected  
3 first priority, priming senior security interest in and lien upon all Pre-Petition Collateral that is  
4 subject to the Pre-Petition Liens securing the Pre-Petition Obligations and all other security  
5 interests and liens on the Collateral (other than the DIP Liens of the Lender).

6 (d) Liens Senior to Certain Other Liens. The DIP Liens granted to the Lender  
7 shall be senior to and shall not be subject or subordinate to (i) any lien or security interest that is  
8 avoided and preserved for the benefit of the Debtors and their estates under section 551 of the  
9 Bankruptcy Code, or (ii) any liens arising after the Petition Date, including, without limitation,  
10 any liens or security interests granted in favor of any federal, state, municipal or other  
11 governmental unit, commission, board or court for any liability of the Debtors other than as  
12 expressly permitted under the DIP Credit Agreement. The DIP Liens are subject only to the  
13 Carve-Out. The Pre-Petition Collateral and the DIP Collateral are collectively referred to herein  
14 as the "Collateral." The Collateral does not include, and neither the DIP Liens nor Replacement  
15 Liens nor any other liens granted to Lender hereunder shall extend or attach to, (i) any and all  
16 causes of action under Chapter 5 of the Bankruptcy Code, including without limitation sections  
17 502(d), 544, 545, 547, 548, 549 and 550, or any other avoidance actions under the Bankruptcy  
18 Code, (ii) any and all causes of action held by the Debtors or their bankruptcy estates against the  
19 Debtors' officers and directors, (iii) proceeds recovered from any of the foregoing causes of  
20 action, including proceeds from insurance policies covering any of the foregoing.

21 10. Post-Petition Lien Perfection. This Final Order shall be sufficient and conclusive  
22 evidence of the validity, perfection, and priority of the DIP Liens and the Pre-Petition  
23 Replacement Liens (collectively, the "Liens") without the necessity of filing or recording any  
24 financing statement or other instrument or document which may otherwise be required under the  
25 law of any jurisdiction or the taking of any other action (including, for the avoidance of doubt,  
26 entering into any deposit account control agreement) to validate or perfect the Liens or to entitle  
27 Lender to the priorities granted herein. Notwithstanding the foregoing, Lender may, in its sole  
28 discretion, file such financing statements, mortgages, notices of liens and other similar



documents, and is hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, mortgages, notices and other documents shall be deemed to have been filed or recorded at the time and on the date of the commencement of the Cases. Borrowers shall execute and deliver to Lender all such financing statements, mortgages, notices and other documents as Lender may reasonably request to evidence, confirm, validate or perfect, or to insure the contemplated priority of, the Liens granted pursuant hereto. Lender, in its discretion, may file a photocopy of this Final Order as a financing statement with any recording officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which Borrowers have real or personal property, and in such event, the subject filing or recording officer shall be authorized to file or record such copy of this Final Order.

11. Lender's Pre-Petition Secured Claim. The Debtors' and Committee's Stipulations shall be binding on all persons, entities, creditors, interest holders and parties in interest in the Cases or any Successor Cases, and the Lender's Pre-Petition Secured Claim shall be deemed to be fully and finally allowed under the Bankruptcy Code for all purposes in connection with the Cases and any Successor Cases.

12. Carve-Out.

(a) As used in this Final Order, the term "Carve Out" means, (i) on the commencement of the Remedies Notice Period (as defined herein) and to the extent not otherwise payable from funds available to the estates, (x) the allowed administrative expenses pursuant to 28 U.S.C. Section 1930 (a)(6) and (y) subject to the terms and conditions of this Final Order, the allowed and unpaid reasonable fees and expenses of professionals employed pursuant to sections 327 and 1103 of the Bankruptcy Code by the Debtors and the Committee (collectively, the "Case Professionals") and the United States Trustee Fees not in excess of \$50,000 in the aggregate and up to \$150,000 of the Loan proceeds, and as set forth in the Budget, which may be held in escrow for payment of allowed reasonable fees and expenses of Case Professionals and United States Trustee Fees.

1 (b) Any obligation of the Lender to fund or otherwise pay the Carve Out shall  
2 be added to and made a part of the DIP Obligations, secured by the Collateral, and the Lender  
3 shall be entitled to all of the rights, claims, liens, priorities and protections under this Final Order,  
4 the DIP Credit Agreement, the Bankruptcy Code, and/or applicable law in connection therewith.

5 (c) No portion of the Carve Out may be used to litigate, object, contest or  
6 challenge in any manner or raise any defenses to the debt or collateral position of Lender under  
7 the DIP Credit Facility or the Pre-Petition Credit Agreement, whether by challenging the validity,  
8 extent, amount, perfection, priority or enforceability of the indebtedness under the DIP Credit  
9 Facility or the Pre-Petition Credit Agreement or the validity, perfection or priority of any  
10 mortgage, security interest or lien with respect thereto or any other rights or interests or  
11 replacement liens with respect thereto or any other rights or interests of the Lender, or by seeking  
12 to subordinate or recharacterize the DIP Credit Facility or the Pre-Petition Credit Agreement or  
13 disallow any claim, mortgage, security interest, lien, or replacement lien or by asserting any  
14 claims or causes of action, including, without limitation, any actions under chapter 5 of the  
15 Bankruptcy Code, against the Lender, or any of its respective officers, directors, agents or  
16 employees. In addition, the Carve Out shall not be used in connection with (i) preventing,  
17 hindering or delaying Lender's enforcement or realization upon the Collateral once an Event of  
18 Default has occurred, except to contest that an Event of Default has occurred, (ii) using or seeking  
19 to use Cash Collateral or selling or otherwise disposing of the Collateral without the consent of  
20 the Lender in accordance with the Budget, this Final Order or the DIP Credit Agreement, (iii)  
21 using or seeking to use any insurance proceeds related to the Collateral without the consent of  
22 Lender; or (iv) incurring Indebtedness (as defined in the DIP Credit Agreement) other than as  
23 permitted in the DIP Credit Agreement. Lender shall not be responsible for the direct payment or  
24 reimbursement of any fees or disbursements of any Case Professionals incurred in connection  
25 with the Cases under any chapter of the Bankruptcy Code, and nothing in this Final Order or  
26 otherwise shall be construed to obligate Lender in any way to pay compensation to or to  
27 reimburse expenses of any professional, or to guarantee that Debtors have sufficient funds to pay  
28 such compensation or reimbursement.

1           13.   Payment of Compensation. Nothing herein shall be construed as consent to the  
2 allowance of any professional fees or expenses of Debtors, the Committee, any other official or  
3 unofficial committee, or of any Person or shall affect the right of Lender to object to the  
4 allowance and payment of such fees and expenses.

5           14.   No Surcharge or Marshaling. Subject to approval at the Final Hearing, neither the  
6 Collateral nor the Lenders shall be subject to surcharge, pursuant to section 506(c) of the  
7 Bankruptcy Code or otherwise, by the Debtors or any other party in interest without the prior  
8 written consent of the Lenders, and no such consent shall be implied from any other action,  
9 inaction, or acquiescence by any party, including but not limited to funding of the Debtors by the  
10 Lender. Subject to approval at the Final Hearing, the Lender shall not be subject to the equitable  
11 doctrine of “marshaling” or any similar doctrine with respect to the Collateral.

12           15.   Collateral Rights. Unless Lender has provided its prior written consent or all DIP  
13 Obligations and Pre-Petition Obligations have been indefeasibly paid in full in cash (or will be  
14 indefeasibly paid in full in cash upon entry of an order approving indebtedness described in  
15 subparagraph (a) below), and all agreements to lend have terminated, there shall not be entered in  
16 these Cases, or in any Successor Case, any order which authorizes any of the following:

17                   (a)   the obtaining of credit or the incurring of indebtedness that is secured by a  
18 security, mortgage, or collateral interest or other lien on all or any portion of the Collateral and/or  
19 entitled to priority administrative status which is equal or senior to those granted to Lender  
20 herein; or

21                   (b)   the enforcement of any claimed junior security, mortgage, or collateral  
22 interest or other junior lien of any person other than of the Lender on all or any portion of the  
23 Collateral.

24           16.   Proceeds of Disposition. Net proceeds of the sale or other disposition of the  
25 Collateral shall be applied in accordance with Section 2.10 of the DIP Credit Agreement.

26           17.   Proceeds of Subsequent Financing. If at any time prior to the indefeasible  
27 repayment in full of all DIP Obligations and Pre-Petition Obligations and the termination of the  
28 DIP Credit Agreement, including subsequent to the confirmation of any plan with respect to

1 Debtors, the Debtors' estates, any trustee, any examiner with enlarged powers or any responsible  
2 officer subsequently appointed, shall obtain credit or incur debt pursuant to sections 364(b),  
3 364(c) or 364(d) of the Bankruptcy Code, then all of the cash proceeds derived from such credit  
4 or debt shall immediately be turned over to the Lender in reduction of the Pre-Petition  
5 Obligations and the DIP Obligations.

6 18. All DIP Obligations and the Prepetition Obligations of the Debtors shall be  
7 immediately due and payable, and the authority to use the Cash Collateral shall cease on the  
8 Termination Date (as defined in the DIP Credit Agreement).

9 19. Payment Upon Termination. On the Termination Date, Debtors shall pay all  
10 remaining amounts owing on account of the Pre-Petition Obligations and the DIP Obligations.

11 20. Payment from Proceeds of Collateral. Proceeds of all Collateral (including, for the  
12 avoidance of doubt, proceeds from receivables and sales in the ordinary course of business,  
13 insurance proceeds, and proceeds of all dispositions of Collateral, whether or not in the ordinary  
14 course) will be applied in accordance with Section 2.10(a) of the DIP Credit Agreement.

15 21. Disposition of Collateral. Debtors shall not sell, transfer, lease, encumber or  
16 otherwise dispose of any portion of the Collateral, or assume, reject or assign any executory  
17 contract or unexpired lease without the prior written consent of Lender (which consent shall not  
18 be unreasonably withheld), except for dispositions in the ordinary course of the Debtors' business  
19 or except as otherwise provided for in the DIP Credit Agreement and this Final Order and as  
20 approved by the Bankruptcy Court.

21 22. Events of Default; Remedies.

22 (a) If any Event of Default (as defined in the DIP Credit Agreement) has  
23 occurred and is continuing, notwithstanding the provisions of Section 362 of the Bankruptcy  
24 Code, without any application, motion or notice to, hearing before, or order from, the Bankruptcy  
25 Court, except as otherwise expressly provided in the DIP Credit Agreement or herein, the rate of  
26 interest applicable to the Loans shall be increased to the Default Rate (as defined in the DIP  
27 Credit Agreement) and Lender shall be entitled to the payment of Lender Expenses (as defined in  
28 the DIP Credit Agreement).

1 (b) If any Event of Default has occurred and is continuing, notwithstanding the  
2 provisions of Section 362 of the Bankruptcy Code, without any application, motion or notice to,  
3 hearing before, or order from, the Bankruptcy Court: (i) the DIP Obligations, including all or any  
4 portion of any Loan shall be forthwith due and payable, all without presentment, demand, protest  
5 or further notice of any kind, all of which are expressly waived by Borrowers; (ii) Lender may  
6 direct Borrowers to sell or otherwise dispose of any or all of the Collateral on terms and  
7 conditions acceptable to the Lender pursuant to Sections 363, 365 and other applicable provisions  
8 of the Bankruptcy Code (and, without limiting the foregoing, direct the Borrowers to assume and  
9 assign any lease or executory contract included in the Collateral to Lender's designees in  
10 accordance with and subject to Section 365 of the Bankruptcy Code); (iii) Lender enter onto the  
11 premises of the Borrowers in connection with an orderly liquidation of the Collateral; and  
12 (iv) Lender may exercise any rights and remedies provided to Lender under the DIP Credit  
13 Agreement or at law or equity, including all remedies provided under the Code; and pursuant to  
14 the Final Order, the automatic stay of Section 362 of the Bankruptcy Code shall be modified and  
15 vacated to permit Lender to exercise its remedies under the DIP Credit Agreement and the other  
16 Loan Documents, without further notice, application or motion to, hearing before, or order from,  
17 the Bankruptcy Court, provided, however, notwithstanding anything to the contrary contained  
18 herein or in the DIP Credit Agreement, the Lender shall be permitted to exercise any remedy in  
19 the nature of a liquidation of, or foreclosure on, any interest of Borrowers in the Collateral only  
20 upon five (5) Business Days' prior written notice to Borrowers and counsel to the Committee (the  
21 "Remedies Notice").

22 (c) Upon the occurrence of an Event of Default and the exercise by Lender of  
23 its rights and remedies under the DIP Credit Agreement and the other Loan Documents,  
24 Borrowers shall, as reasonably requested, assist Lender in effecting a sale or other disposition of  
25 the Collateral upon such terms as are acceptable to the Lender and at Lender's cost which shall be  
26 added to the DIP Obligations. Notwithstanding any provision to the contrary herein, the DIP  
27 Credit Agreement or in the other Loan Documents, in the event of a Default and/or foreclosure on  
28 the Collateral, Borrowers, their estates, any trustee appointed in the Chapter 11 Cases, and the

Committee shall have the right upon reasonable prior written notice to access the Books for one (1) year following from any foreclosure, and until the two year anniversary of the foreclosure date, Lender shall use reasonable efforts to preserve the Books, and shall provide the Borrowers and Committee with notice at least 30 days before intentionally destroying the Books.

(d) No holder of a lien or security interest primed by this Final Order or granted by the Debtors as adequate protection shall be entitled to object on the basis of the existence of any such lien or security interest to the exercise by the Lender of its respective rights and remedies under the DIP Credit Agreement or under applicable law to effect satisfaction of the DIP Obligations or to receive any amounts or remittances due hereunder or under the other DIP Credit Agreement. The failure or delay by the Lender to seek relief or otherwise exercise its rights and remedies under this Final Order or any other DIP Credit Agreement shall not constitute a waiver of any of the rights of such Lender hereunder, thereunder or otherwise, and any single or partial exercise of such rights and remedies against any party to the DIP Credit Agreement or the Post-Petition Collateral or Pre-Petition Collateral shall not be construed to limit any further exercise of such rights and remedies against any or all of the other parties to the DIP Credit Agreement and/or the Collateral.

(e) Modification of Automatic Stay. The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified as necessary to:

i. permit the Debtors to grant the Pre-Petition Replacement Liens and the DIP Liens and to incur all liabilities and obligations to the Lender under the DIP Credit Agreement, the DIP Credit Facility and this Final Order;

ii. permit Lender to exercise its remedies under the DIP Credit Agreement and this Final Order, including but not limited to entry onto the premises of the Debtors in connection with an orderly liquidation of the Collateral; and

iii. authorize Lender to retain and apply payments as contemplated under the DIP Credit Agreement and this Final Order.

(f) Other Remedies. Nothing included herein shall prejudice, impair, or otherwise affect Lender's rights and remedies under non-bankruptcy law or under the Bankruptcy

1 Code, including, without limitation, the right to seek any other or supplemental relief in respect of  
2 the Debtors.

3 23. Proofs of Claim. Notwithstanding any order entered by the Bankruptcy Court in  
4 relation to the establishment of a bar date in any of the Cases or any Successor Case, Lender will  
5 not be required to file any proofs of claim in the Cases or any Successor Case, but is hereby  
6 authorized and entitled, in its sole discretion, to file (and amend and/or supplement, as it sees fit)  
7 a proof of claim in the Cases or any Successor Case.

8 24. Other Rights and Obligations.

9 (a) Good Faith Under Section 364(e) of the Bankruptcy Code; No  
10 Modification or Stay of this Final Order. Based on the findings set forth in this Final Order and  
11 in accordance with section 364(e) of the Bankruptcy Code, which is applicable to the DIP Credit  
12 Facility contemplated by this Final Order, in the event any or all of the provisions of this Final  
13 Order are hereafter modified, amended or vacated by a subsequent order of this or any other  
14 Court, Lender is entitled to the protections provided in section 364(e) of the Bankruptcy Code and  
15 no such modification, amendment or vacation shall affect the validity and enforceability of any  
16 advances made hereunder or lien or priority authorized or created hereby. Notwithstanding any  
17 such modification, amendment or vacation, any claim granted to the Lender hereunder arising  
18 prior to the effective date of such modification, amendment or vacation of any DIP Protections  
19 granted to Lender shall be governed in all respects by the original provisions of this Final Order,  
20 and Lender shall be entitled to all of the rights, remedies, privileges and benefits, including the  
21 DIP Protections granted herein, with respect to any such claim. Since the Loans made pursuant to  
22 the DIP Credit Agreement are made in reliance on this Final Order, the obligations owed Lender  
23 prior to the effective date of any stay, modification or vacation of this Final Order cannot, as a  
24 result of any subsequent order in the Cases, or in any Successor Case, be subordinated, lose their  
25 lien priority or superpriority administrative expense claim status, or be deprived of the benefit of  
26 the status of the liens and claims granted to Lender under this Final Order and/or the DIP Credit  
27 Agreement.

1 (b) Binding Effect. The provisions of this Final Order shall be binding upon  
2 and inure to the benefit of Lender, the Debtors (to the extent provided in the DIP Credit  
3 Agreement), and, in each case, their respective successors and assigns (including any trustee or  
4 other fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the  
5 property of the estate of the Debtors) whether in the Cases, in any Successor Case, or upon  
6 dismissal of any such chapter 11 or chapter 7 case.

7 (c) No Waiver. The failure of Lender to seek relief or otherwise exercise its  
8 rights and remedies under the DIP Credit Agreement, the DIP Credit Facility, the Pre-Petition  
9 Credit Agreement or this Final Order, as applicable, shall not constitute a waiver of any of  
10 Lender's rights hereunder, thereunder, or otherwise. Notwithstanding anything herein, the entry  
11 of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or  
12 implicitly, or otherwise impair (i) the rights of Lender under the Bankruptcy Code or under non-  
13 bankruptcy law, including without limitation, the rights of Lender to (A) request conversion of  
14 the Cases to a case under chapter 7, dismissal of the Case, or the appointment of a trustee in the  
15 Cases, or (B) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter  
16 11 plan or plans or (ii) any of the rights, claims or privileges (whether legal, equitable or  
17 otherwise) of Lender.

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

21 (e) Section 552(b). Lender shall be entitled to all of the rights and benefits of  
22 section 552(b) of the Bankruptcy Code and the "equities of the case" exception under section  
23 552(b) of the Bankruptcy Code shall not apply to Lender with respect to proceeds, product,  
24 offspring or profits of any of the Collateral.

25 (f) Amendment. Borrowers and Lender may amend or waive any provision of  
26 the DIP Credit Agreement, provided that such amendment or waiver, in the judgment of  
27 Borrowers and Lender, is either nonprejudicial to the rights of third parties or is not material.  
28 Except as otherwise provided herein, no waiver, modification, or amendment of any of the



provisions hereof shall be effective unless set forth in writing, signed by on behalf of each Borrower and the Lender and approved by the Bankruptcy Court.

(g) Survival of Final Order. The provisions of this Final Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (A) confirming any plan of reorganization in the Cases, (B) converting the Cases to cases under chapter 7 of the Bankruptcy Code, or (C) dismissing the Cases, and the terms and provisions of this Final Order as well as the DIP Protections granted pursuant to this Final Order and the DIP Credit Agreement, shall continue in full force and effect notwithstanding the entry of such order, and such DIP Protections shall maintain their priority as provided by this Final Order until all the obligations of Borrowers to Lender pursuant to the DIP Credit Agreement, the Pre-Petition Credit Agreement and this Final Order are indefeasibly paid in full and discharged (such payment being without prejudice to any terms or provisions contained in the DIP Credit Facility or the Pre-Petition Credit Agreement which survive such discharge by their terms). Notwithstanding the provisions of section 1141(d)(4) of the Bankruptcy Code, the DIP Obligations and Pre-Petition Obligations shall not be discharged by the entry of an order confirming a plan in the Cases unless the DIP Obligations and Pre-Petition Obligations have been indefeasibly paid in full in cash and otherwise fully satisfied on or before the effective date of a confirmed plan of reorganization.

(h) Inconsistency. In the event of any inconsistency between the terms and conditions of the DIP Credit Agreement and of this Final Order, the provisions of this Final Order shall govern and control.

(i) Joint and Several Liability. Each Borrower shall be jointly and severally liable to Lender in accordance with the terms of the DIP Credit Facility, the DIP Credit Agreement, the Pre-Petition Credit Agreement and this Final Order.

(j) Enforceability. This Final Order shall constitute findings of fact and conclusions of law pursuant to the Bankruptcy Rule 7052.

(k) No Waivers or Modification of Final Order. Debtors irrevocably waive any right to seek any modification or extension of this Final Order without the prior written


1 consent of Lender and no such consent shall be implied by any other action, inaction or  
2 acquiescence of Lender.

3 (l) Retention of Jurisdiction. The Court has and will retain jurisdiction to  
4 enforce this Final Order according to its terms.

5 SO ORDERED.

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23 Date: December 30, 2015

  
Sandra R. Klein  
United States Bankruptcy Judge

# EXHIBIT "A"

MediaShift									
Projected DIP Budget @ \$425k									
Week Beginning	12/16/2015	12/23/2015	12/30/2015	1/6/2016	1/13/2016	1/20/2016	1/27/2016		
	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	TOTAL	Notes
Beginning Cash	0	5,550	1,550	103,866	93,066	72,754	37,654	0	
<b>Cash Receipts</b>									
Cash on hand / Collection on rec	12,000							12,000	
DIP Financing			425,000					425,000	
<b>Total Receipts</b>	<b>12,000</b>		<b>425,000</b>					<b>437,000</b>	
<b>Disbursements</b>									
<i>Operating</i>									
HRA - Health Plan			10,000			5,000		15,000	Amounts paid only after filing insider compensation forms and passage of requisite objection period or resolution of any objections. Amount for week beginning 12/30/15 includes amounts accrued in prior weeks.
Executive Salaries			31,384		15,962		15,962	63,308	Amounts paid only after filing insider compensation forms and passage of requisite objection period or resolution of any objections. Amount for week beginning 12/30/15 includes amounts accrued for week beginning 12/16/15 forward at 50% of amount to which executives are entitled. Executives have claims for all unpaid pre- and post-petition compensation.
Executive Reimbursements for Post-Petition Expenses Incurred			1,200	100	100	100	100	1,600	Amounts paid only after filing insider compensation forms and passage of requisite objection period or resolution of any objections. Amount for week beginning 12/30/15 includes amounts accrued in prior weeks.
Contractors	4,800	3,000	3,000	3,000	3,000	3,000	3,000	22,800	Amount for week beginning 12/16/15 includes \$1,350 owed to Tim Wong, \$450 that will have to be paid to Tim Wong for the week, and \$2,000 earmarked to pay a portion of the outstanding post-petition amount owed to Brad Commins.
Rent			12,000	4,000				16,000	Amount for week beginning 12/30/15 is for all post-petition rent for October - December 2015, which is due by 12/31/15 per a stipulation between the Debtors and their landlord.
Trademark and Patent Fees and Fees for Legal Counsel Required to Maintain Patents	150					15,000		15,150	Amount for week beginning 12/16/15 is for a Request for Extension of Time to File a Statement of Use and fee that has to be paid by 12/23/15 to prevent the lapse of trademark no. 86154688. Amount for week beginning 1/20/15 is for any retainer that may be required to employ IP counsel and to pay any related fees required to maintain the following IP with deadlines occurring prior to 3/1/16: [list of IP with deadlines].
Data Center			5,000			4,500		9,500	
Ad Server			5,000			4,500		9,500	
Technology Development			1,000		500			1,500	
Software Licenses			800		500		500	1,800	
Travel			1,000			2,000		3,000	Amounts for any travel needed to close a transaction or service existing clients.
Utilities	1,500	1,000				1,000		3,500	Amount for week beginning 12/16/15 includes amounts owed per order of the Court re adequate assurance to utilities under Section 366 and per agreement between the Debtors and U.S. Telepacific approved by the Court regarding adequate assurance to be paid to U.S. Telepacific
Supplies			100		250		250	600	
Tax filing							15,000	15,000	Estimated payment to Debtors' accountants to file consolidated tax returns for 2014. Amounts only paid upon Court approval.
Insurances			132,200	2,400			2,400	137,000	Amount for week beginning 12/30/15 includes \$125,000 required to renew Debtors' D&O insurance which must be paid by 12/31/15 and \$7,200 for all post-petition premiums for October - December 2015
<b>Total</b>	<b>6,450</b>	<b>4,000</b>	<b>202,684</b>	<b>9,500</b>	<b>20,312</b>	<b>35,100</b>	<b>37,212</b>	<b>315,258</b>	
<i>Bankruptcy</i>									
U.S. Trustee Fees				1,300				1,300	
Debtor's Legal Fees			120,000					120,000	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>120,000</b>	<b>1,300</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>121,300</b>	
<b>Total Disbursements</b>	<b>6,450</b>	<b>4,000</b>	<b>322,684</b>	<b>10,800</b>	<b>20,312</b>	<b>35,100</b>	<b>37,212</b>	<b>436,558</b>	
<b>Ending Cash</b>	<b>5,550</b>	<b>1,550</b>	<b>103,866</b>	<b>93,066</b>	<b>72,754</b>	<b>37,654</b>	<b>442</b>	<b>442</b>	

## **SCHEDULE "A"**

### **Other Secured Claims**

<b><u>Note Date</u></b>	<b><u>Principal Amount</u></b>	<b><u>From Other Secured Creditor</u></b>	<b><u>Total Note as of Sep 2015</u></b>	<b><u>Obligor</u></b>
11/7/2012	\$ 200,000.00	JMW Fund	\$ 223,342.00	ADV N
11/7/2012	\$ 200,000.00	San Gabriel Fund LLC	\$ 223,342.00	ADV N
11/7/2012	\$ 100,000.00	Richland Fund	\$ 111,671.00	ADV N
11/5/2012	\$ 350,000.00	Kirby Enterprises Fund LLC	\$ 393,750.00	ADV N
11/5/2012	\$ 150,000.00	West Hampton Special Situations Fund	\$ 168,750.00	ADV N
9/16/2013	\$ 35,000.00	West Hampton Special Situations Fund	\$ 42,727.00	MSHF
9/17/2013	\$ 300,000.00	Richland Fund	\$ 342,016.00	MSHF
9/17/2013	\$ 200,000.00	JMW Fund	\$ 223,342.00	MSHF
10/15/2013	\$ 42,000.00	West Hampton Special Situations Fund	\$ 50,925.00	MSHF
10/15/2013	\$ 28,000.00	Kirby Enterprises Fund LLC	\$ 33,825.00	MSHF
10/31/2013	\$ 52,500.00	Elevation Fund -1	\$ 63,438.00	MSHF
11/19/2013	\$ 100,000.00	Elevation Fund - 2	\$ 120,417.00	MSHF
11/27/2013	\$ 25,000.00	Kirby Enterprises Fund LLC	\$ 30,875.00	MSHF
11/29/2013	\$ 25,000.00	Elevation Fund -3	\$ 31,125.00	MSHF
11/29/2013	\$ 25,000.00	Charles Kirby	\$ 31,125.00	MSHF
12/11/2013	\$ 140,000.00	Kirby Enterprises Fund LLC	\$ 171,000.00	MSHF
12/11/2013	\$ 100,000.00	West Hampton Special Situations Fund	\$ 123,500.00	MSHF
12/11/2013	\$ 60,000.00	Elevation Fund - 4	\$ 74,100.00	MSHF
12/16/2013	\$ 20,000.00	Elevation Fund - 5	\$ 24,700.00	MSHF
12/26/2013	\$ 100,000.00	Elevation Fund - 6	\$ 123,500.00	MSHF
1/13/2014	\$ 105,000.00	Elevation Fund 7	\$ 128,625.00	MSHF
1/14/2014	\$ 50,000.00	Nite Media	\$ 61,125.00	MSHF
1/29/2014	\$ 30,000.00	West Hampton Special Situations Fund	\$ 36,600.00	MSHF
2/12/2014	\$ 45,000.00	West Hampton Special Situations Fund	\$ 54,675.00	MSHF
2/12/2014	\$ 45,000.00	Elevation Fund - 11	\$ 54,675.00	MSHF
2/12/2014	\$ 10,000.00	Kirby Enterprises Fund LLC	\$ 12,050.00	MSHF
2/13/2014	\$ 175,000.00	Elevation Fund-8	\$ 212,625.00	MSHF
4/1/2014	\$ 80,000.00	Kirby Fund LLC	\$ 95,200.00	MSHF
4/14/2014	\$ 40,000.00	Kirby Enterprises Fund LLC	\$ 47,400.00	MSHF
4/14/2014	\$ 40,000.00	Elevation Fund	\$ 47,800.00	MSHF

1	4/28/2014	\$ 50,000.00	Kirby Enterprises Fund LLC	\$ 59,000.00	MSHF
2	4/30/2014	\$ 70,000.00	West Hampton Special Situations Fund	\$ 83,300.00	MSHF
3	4/30/2014	\$ 30,000.00	Kirby Enterprises Fund LLC	\$ 35,400.00	MSHF
4	5/13/2014	\$ 25,000.00	Elevation Fund	\$ 31,125.00	MSHF
5	5/28/2014	\$ 25,000.00	Kearney Holdings LLC	\$ 29,625.00	MSHF
6	5/28/2014	\$ 50,000.00	Kirby Enterprises Fund LLC	\$ 58,500.00	MSHF
7	7/7/2014	\$ 50,000.00	Kirby Enterprise Fund LLC	\$ 58,000.00	MSHF
8	1/17/2014	\$ 200,000.00	James Veldkamp	\$ 230,293.00	MSHF
9	6/3/2014	\$ 30,000.00	Don Larson	\$ 34,773.70	MSHF
10	<b>TOTALS</b>	<b>\$ 3,402,500.00</b>		<b>\$ 3,978,261.70</b>	