

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

N2 LLC, a Missouri Limited Liability Company,)	
)	
Plaintiff,)	Case Number
)	
v.)	
)	Division Number
N-1 COMMUNICATIONS, LLC, a Missouri Limited Liability Company,)	
)	
Defendant.)	
)	
Serve:)	
)	
N-1 Communications, LLC)	
c/o Richard M. Stewart, Registered Agent)	
3415 Hampton Ave.)	
St. Louis, MO 63139)	

**INTERIM ORDER ESTABLISHING AUTHORITY
AND DIRECTIONS OF RECEIVER**

This matter comes before the Court on the Petition and Motion for Appointment of a Receiver filed by N2 LLC ("N2") in which N2 seeks an order from this Court pursuant to § 515.240 R.S.Mo. and Missouri Rule of Civil Procedure 68.02(a) to appoint Atec, Inc. as receiver.

Therefore the Court hereby finds and orders as follows:

1. Atec, Inc. (the "Receiver") is appointed receiver of N-1 Communications, LLC (the "Company").
2. The Receiver shall be and is hereby authorized to do the following:
 - Enter upon and take exclusive possession and control of, operate and/or liquidate the Company and all of its real and personal property (the "Property");

- Notify tenants of the Company of this order and contact customers and former customers of the Company to collect and preserve all revenues generated by the Company and institute, prosecute, defend and settle such legal proceedings as the Receiver deems necessary;
- Receive, and the Company and its agents, servants, employees, representatives and attorneys are hereby directed to deliver to the Receiver, all the assets, files, papers, escrows, leases, rent rolls, lease deposits, records, documents, securities, keys, chooses in action, books of account, plans, contracts (whether expired or not), customer lists, brokerage information, other such Property not specifically enumerated, any records in any form in which they may exist, including all computer records and such other information as Receiver may request from time to time, wherever situated relating to the Company or the Property. The Receiver shall take possession and shall retain custody of all such property, records and documents until further order of this Court;
- Exclude the Company and its agents, servants and employees wholly from the Company and the Property as Receiver sees fit in his sole discretion;
- Manage and operate the Company and the Property using any and all trade name(s) and license(s) of the Company;
- Preserve, maintain and defend the Company and the Property;
- Make repairs and alterations to the Property;
- Keep in effect, in the appropriate amounts, any insurance, to keep the Property in reasonable repair, to pay all other necessary expenses relating to the operation and management of the Company and the Property and, if the Receiver deems it reasonably necessary, to provide for a security service to protect the Company and/or the Property from theft, damage or vandalism;
- Employ a marketing or leasing agent or agents, directed to the leasing or sale of the Company or the Property or any part thereof, under such terms and conditions as Receiver may in his sole discretion deem appropriate or desirable;
- Employ such contractors, subcontractors, brokers, marketing agents, or other employees, agents, independent contractors or professionals, as Receiver may in his sole discretion deem appropriate or desirable to implement and effectuate the rights and powers herein granted;
- Execute and deliver, in the name of Receiver as attorney-in-fact and agent of Company, such documents and instruments as are necessary or appropriate to consummate authorized transactions;

- Collect rents, receivables, income, deposits, receipts, revenues, sale proceeds and profits of any type or nature from the Property or owed to the Company and initiate any cause of action for amounts due the Company under the foregoing;
- Compromise or give acquittance for payments, receivables, revenues, income or proceeds that may become due the Company;
- Provide all notices, file Forms 5500, and take all actions that the Receiver in his discretion deems appropriate with respect to employment matters;
- Delegate or assign any and all rights and powers given to Receiver and do any acts which Receiver in his sole discretion deems appropriate or desirable to protect the Company or the Property and use such measures, legal or equitable, as Receiver may in his sole discretion, deem appropriate or desirable to implement and effectuate the provisions of this Order;
- Remove any existing employees and to engage any new employees, contractors, subcontractors, agents, property management companies, real estate brokers, auctioneers, accountants, attorneys and sales agents as Receiver may in his sole discretion deem appropriate or desirable to implement and effectuate the rights and powers herein granted;
- Pay all required taxes accruing from the date of this Order through the date Receiver is discharged of his rights and duties under this Order. Receiver shall have no liability for any taxes due whether prior to his appointment or thereafter, such obligations being the sole obligation of the Company.
- Access any post office box maintained by any of the Company, and open all mail addressed to any of the Company that the Receiver believes may contain payments on the Company accounts receivable or that otherwise may relate to the Property, and to indorse checks received by the Company;
- Employ a locksmith to change the locks at any location at which the Company operates or is located and to access and take control of any coin-operated machines or other property;
- Sell the Company, the Property, or any portion thereof, subject to prior approval of the Court of the terms and conditions of such sales;
- Take possession of any funds in any bank accounts in the name of the Company, wherever located and to open, transfer and change all bank accounts relating to the Company;
- Operate the Company under any licenses granted to the Company; and

- Enter into any necessary contract to operate the Company or preserve the Property.

3. The Receiver shall have and is hereby given all of the usual, necessary and incidental powers of receivers for the purpose of managing, operating, developing, leasing, maintaining, and/or liquidating the Company and/or the Property as may be appropriate in law and in equity under the circumstances.

4. The Receiver shall prepare and file with the Court a true and complete inventory under oath of all the Property of which the Receiver is hereby given custody and control.

5. The Receiver is directed to prepare on or before March 15, 2011, and on the 15th day of each month thereafter, so long as the Company and the Property shall remain under Receiver's possession or care, a full and complete report setting forth all receipts and disbursements and reporting all changes in the assets in Receiver's charge or claims against the assets that have occurred during the prior calendar month. The Receiver shall file such reports with the Clerk of this Court and shall serve a copy of each report upon counsel for the Plaintiff and upon the Defendants herein or Defendants' attorneys of record.

6. The Receiver shall maintain such bank accounts as the Receiver shall deem necessary in the name of the Receiver in which all income from the Company shall be deposited and from which the Receiver shall pay the necessary expenses and all other operating costs incurred in the operation and management of the Company. Any bank account opened or held by Receiver shall be held at any federally-insured bank, and such accounts shall be free from attachment, levy, or right of setoff by any person. After payment of the necessary expenses and other operating costs incurred in the operation and management of the Company, and after maintaining a reasonable amount for any contingencies, the Receiver shall pay the excess, if any, to Plaintiff to be applied to the indebtedness of the Company to Plaintiff N2.

7. Any depository, bank, brokerage or other similar entity (a "Financial Institution") shall turn over to Receiver any and all funds on deposit with such Financial Institution as well as all related account documents, and funds related to or arising from the operation of the business of the Company or the Property, whether the funds are held in an account titled in the name of the Company or not.

8. All Financial Institutions are authorized and directed to honor any checks, drafts, or other transfer requests issued by Receiver and to provide any information requested by Receiver with respect to any account concerning or related to the Company or the Property, or the proceeds of any of the Property.

9. Defendants and the Company and its agents, servants, employees, representatives and attorneys are hereby enjoined from collecting or attempting to collect the receivables and other assets of the Company and are hereby further directed to deliver to the Receiver all monies, property, books of account, escrows, leases, lease deposits, keys, assets, records, documents, bank accounts, receivables, deposits and other assets related to or arising out of the Property in the possession, custody or control of the Company or which have or may come into their possession hereafter.

10. Defendants and the Company and its agents, servants, employees, representatives and attorneys are hereby enjoined from interfering in any way with the Receiver or the performance of the responsibilities and duties hereby vested in the Receiver.

11. Receiver does not have title to Defendants' assets and shall have no responsibility to prepare or file state or federal income or other tax returns (including income, personal property, commercial activity, gross receipts, sales and use, or other tax returns) relating to the receivership or the operation of the Property other than to provide Defendants with information

in the Receiver's possession that may be necessary for Defendants to prepare and file their returns.

12. Notwithstanding anything to the contrary in this Order, neither the Receiver nor the receivership estate will be liable for the payment of any taxes, assessments, goods, or services provided to Defendants or the Property, or utility charges that relate to the period prior to the date of this Order. Any individual or entity receiving a copy of this Order is hereby enjoined and restrained (a) from discontinuing service to the Receiver or the Property based upon the non-payment of such taxes, assessments, goods, services, or utilities for the period prior to the date of this Order and (b) from attempting to collect taxes, assessments, invoices, and utility charges from the Receiver for the period prior to the date of this Order. Each utility company or entity providing service to the Property shall forthwith transfer any deposits that it holds to the exclusive control of the Receiver and shall be prohibited from demanding that Receiver deposit additional funds in advance to maintain or secure such service.

13. The Receiver and his employees, agents, and attorneys shall have no personal liability in connection with any liabilities, obligations, liens, or amounts owed to any of Defendants' creditors because of his duties as Receiver. Nothing in this Order shall grant any rights to trade creditors or general unsecured creditors, whose rights shall be solely determined in accordance with Missouri law.

14. The Receiver shall have authority to borrow from Plaintiff N2 or such other party acceptable to Plaintiff N2 (such party, the "Receivership Lender") such amounts as may be necessary to satisfy the costs and expenses of the receivership, to the extent that the net income derived from the Property is insufficient to satisfy such costs and expenses, on such reasonable and market-rate terms as the Receivership Lender and Receiver shall agree, and to execute such documentation satisfactory to the Receiver and the Receivership Lender evidencing the

obligation of the receivership estate (and not the Receiver individually or in its corporate capacity) to repay such sums, provided however, any loans from the Receivership Lender shall be made subject to Plaintiff N2's sole discretion.

15. The Receiver shall, during the pendency of this action, have the right to apply to this Court for further instructions or directions and Receiver, and parties to this action, shall also have the right to petition the Court to alter or expand the Receiver's powers and duties consistent with the Receiver's best business judgment.

16. Plaintiff N2 agrees to and shall indemnify and hold the Receiver harmless from any claims or causes of action asserted by the Defendant relating to or arising out of any action or inaction of Plaintiff, whether occurring prior to or subsequent to the entry of this order. Nothing herein shall require Plaintiff N2 to indemnify the Receiver with respect to any actions or inaction by the Receiver in the performance of its duties under this order.

17. The Receiver shall post a bond in the amount of \$10,000.00 as security for his appointment as Receiver and shall maintain insurance in adequate amounts.

18. The Receiver shall be compensated as follows: Receiver will receive the sum of \$5,000.00 per week to serve in his role as receiver, plus reimbursement of all actual and necessary expenses, for the first two weeks as receiver. Thereafter, the Receiver's weekly compensation shall be as agreed in writing among the Receiver, counsel for Plaintiff N2. If the parties and the Receiver cannot agree to the weekly compensation, notwithstanding the foregoing, any party or the Receiver may apply to the Court for approval of the weekly compensation or the Receiver may resign as receiver. The Receiver's compensation shall be paid weekly, without further order of this Court: (a) first, from any income generated by the Company and the Property; (b) second, from the proceeds of any sales of any of the Property; (c) third, from loans from the Receivership Lender. The Receiver shall provide an itemized fee

statement on a monthly basis to Plaintiff and to counsel of record for the Defendants. All compensation paid to the Receiver shall be subject to review by this Court on the motion of any party in interest.

19. At any time, Plaintiff N2 can request that the Court terminate the receivership.

20. In connection with the discharge of his duties and responsibilities in this matter, the Receiver and all persons employed by or engaged by the Receiver shall not be liable for any loss or damage incurred by the Company or any other person by reason of any act performed or omitted to be performed by Receiver in good faith and in the exercise of ordinary care. Any authority or rights granted to the Receiver shall be granted as a means to protect valid security or lienhold interests of Plaintiff in the Company.

21. A final hearing on this Order Establishing Authority and Directions of Receiver shall be held on the 3rd day of March, 2011 at 9 A.M./P.M. in this Court.

DATED: 2-14-11

SO ORDERED

Ellen Engstrom

Circuit Judge

*All secured creditors and shareholders
to be served with Verified Petition
and Motion For Ex Parte Appointment
of a Receiver.*