UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	Chapter 11
Broadview Networks Holdings, Inc., et al.,[1]	:	Case No. 12-13581 (SCC)
Debtors.	:	Jointly Administered

FINAL ORDER UNDER SECTIONS 105, 361, 362, 363(c), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) AND 364(e) AND 507 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 4001 AND 9014: (I) AUTHORIZING DEBTORS TO OBTAIN POSTPETITION FINANCING; (II) AUTHORIZING DEBTORS TO USE CASH COLLATERAL; AND (III) GRANTING ADEQUATE PROTECTION TO PREPETITION SECURED PARTIES

Upon the motion, dated August 22, 2012 (the "***Motion***"), of Broadview Networks Holdings, Inc. ("***BVNH***") and each of its affiliated debtors and debtors in possession (collectively, the "***Debtors***") in the above-captioned cases (the "***Cases***") commenced on August 22, 2012 (the "***Petition Date***"), for interim and final orders under sections 105, 361, 362, 363(c), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the "***Bankruptcy Code***"), and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the "***Bankruptcy Rules***"),

[1] The last four digits of the taxpayer identification numbers of the Debtors follow in parentheses: (i) Broadview Networks Holdings, Inc. (0798); (ii) A.R.C. Networks, Inc. (0814); (iii) ARC Networks, Inc. (4934); (iv) ATX Communications, Inc. (2245); (v) ATX Licensing, Inc. (9838); (vi) ATX Telecommunications Services of Virginia, LLC (3888); (vii) BridgeCom Holdings, Inc. (2965); (viii) BridgeCom International, Inc. (3985); (ix) BridgeCom Solutions Group, Inc. (3989); (x) Broadview Networks, Inc. (1082); (xi) Broadview Networks of Massachusetts, Inc. (8054); (xii) Broadview Networks of Virginia, Inc. (6404); (xiii) Broadview NP Acquisition Corp. (2734); (xiv) BV-BC Acquisition Corporation (7846); (xv) CoreComm-ATX, Inc. (0529); (xvi) CoreComm Communications, LLC (2077); (xvii) Digicom, Inc. (0777); (xviii) Eureka Broadband Corporation (6004); (xix) Eureka Holdings, LLC (1318); (xx) Eureka Networks, LLC (1244); (xxi) Eureka Telecom, Inc. (3720); (xxii) Eureka Telecom of VA, Inc. (5508); (xxiii) InfoHighway Communications Corporation (0551); (xxiv) Info-Highway International, Inc. (8543); (xxv) InfoHighway of Virginia, Inc. (1600); (xxvi) nex-i.com, inc. (7035); (xxvii) Open Support Systems LLC (9972); and (xxviii) TruCom Corporation (0714). The Debtors' executive headquarters' address is 800 Westchester Avenue, Rye Brook, NY 10573.

and the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the "***Local Rules***"), seeking:

(I) the authority for BVNH, Broadview Networks, Inc., Broadview Networks of Massachusetts, Inc., Broadview Networks of Virginia, Inc., and Bridgecom International, Inc. (collectively, the "***Borrowers***") and the direct and indirect subsidiaries of BVNH that are not Borrowers (collectively, the "***Guarantors***") to enter into that certain Debtor in Possession Amended and Restated Credit Agreement as hereafter amended, supplemented or otherwise modified from time to time (the "***DIP Agreement***" and, collectively with all agreements, guaranties, collateral agreements, documents and instruments, including that certain Ratification and Amendment Agreement to be entered into among the Debtors, the DIP Agent and the DIP Lenders (the "***Ratification Agreement***"), delivered or executed from time to time in connection therewith, as hereafter amended, supplemented or otherwise modified from time to time, the "***DIP Documents***"), which shall amend and restate, in its entirety, the Existing ABL Agreement (as defined below), and pursuant to which the Borrowers and Guarantors shall (a) obtain up to $25,000,000 in aggregate postpetition senior secured super-priority debtor-in-possession financing ("***DIP Credit Facility***") and other extensions of credit from The CIT Group/Business Credit, Inc. ("***CITBC***," in its capacity as postpetition lender, together with any other lender, the "***DIP Lenders***," and in its capacity as postpetition agent, the "***DIP Agent***"), (b) grant security interests and liens and accord superpriority claim status in favor of the DIP Agent and the DIP Lenders pursuant to sections 361, 364(c) and 364(d)(1) of the Bankruptcy Code in accordance with the DIP Documents, and (c) "refinance," pursuant to the "roll up" described below, the obligations outstanding under the Existing ABL Facility (as defined below) by effectuating a

dollar-for-dollar roll-up of such obligations pursuant to the terms of the DIP Documents (the "***Roll Up Loans***");[2]

(II) authorization for the Debtors to execute and deliver the DIP Agreement, the Ratification Agreement and the other DIP Documents and to perform such other and further acts as may be necessary or appropriate in connection therewith;

(III) authorization for the Debtors to use Cash Collateral (as defined in paragraph 4(i) below) pursuant to sections 361, 362 and 363 of the Bankruptcy Code, and all other Prepetition Collateral (as defined in paragraph 4(a) below);

(IV) to grant adequate protection with respect to the use of Cash Collateral and any diminution in the value of the Prepetition Collateral (as defined below) securing the Debtors' obligations under the: (i) Indenture (as defined below); and (ii) Existing ABL Agreement (as defined below) (collectively, the "***Prepetition Secured Obligations***") to (a) CITBC, in its capacities as an administrative agent (in such capacity, "***Existing ABL Agent***") and lender (in such capacity, together with Existing ABL Agent, the "***Existing ABL Secured Parties***"), pursuant to that certain $25 million revolving credit facility (the "***Existing ABL Facility***") governed by that certain Credit Agreement, dated as of August 23, 2006, and amended as of July 27, 2007, November 23, 2010, December 8, 2011, May 31, 2012 and July 19, 2012 (as amended, restated, modified or supplemented, and including related documents, including, without limitation, the "Pre-Petition Financing Documents" (as defined in the DIP Agreement), the "***Existing ABL Agreement***"), (b) The Bank of New York as trustee and collateral agent under the Indenture (the "***Indenture Trustee***") and (c) the holders of notes (collectively, the "***Senior***

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the DIP Documents.

Secured Noteholders") issued under that certain Indenture (including any security, pledge, or guaranty agreements or other documentation executed in connection with the foregoing, the "***Indenture***") for 11 3/8% Senior Secured Notes due 2012, dated as of August 23, 2006, and supplemented as of September 29, 2006, May 14, 2007, and May 31, 2007, pursuant to which BVNH issued $300 million of debt securities that were registered under the Securities Act of 1933, as amended (the "***Senior Secured Notes***") (the Existing ABL Secured Parties, the Indenture Trustee and the Senior Secured Noteholders, the "***Prepetition Secured Parties***");

(V) at an interim hearing (the "***Interim Hearing***") on the Motion before this Court, pursuant to Bankruptcy Rule 4001, entry of an interim order (the "***Interim Order***"): (a) authorizing the Borrowers, on an interim basis, to borrow under the DIP Agreement an aggregate principal amount, not to exceed $16 million (plus fees, interest and other amounts to be capitalized in accordance with the terms of the DIP Documents, provided however, that in no event shall amounts outstanding under the DIP Documents exceed $16.5 million prior to entry of this Final Order) at any time outstanding prior to the entry of the Final Order (as defined below), (b) authorizing the Roll Up Loans pursuant to the terms of the DIP Documents, (c) authorizing the Debtors, on an interim basis, to use Cash Collateral and the other Prepetition Collateral, and (d) granting, on an interim basis, adequate protection to the Prepetition Secured Parties; and

(VI) scheduling, on September 14, 2012, pursuant to Bankruptcy Rule 4001, a final hearing (the "***Final Hearing***") for this Court to consider entry of this final order (the "***Final Order***"), authorizing and approving on a final basis the relief requested in the Motion, including without limitation, the Borrowers' ability on a final basis to utilize the DIP Credit Facility and the Debtors' ability to continue to use Cash Collateral and the other Prepetition Collateral subject to the terms of the DIP Documents and the Final Order.

The Interim Hearing having been held by this Court on August 23, 2012, the Interim Order having been entered on August 23, 2012 [Docket No. 45], and the Final Hearing having been held by this Court on September 14, 2012, and upon the record made by the Debtors at the Interim Hearing and Final Hearing, including, without limitation, the admission into evidence of the Declaration of Michael K. Robinson, President and Chief Executive Officer of Broadview Networks Holdings, Inc., In Support of Chapter 11 Petitions and First Day Pleadings, which was filed with the Court on the Petition Date, and the other evidence submitted or adduced and the arguments of counsel made at the Interim Hearing and Final Hearing; and after due deliberation and consideration and sufficient cause appearing therefor;

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, as applicable, on a final basis, that:

1. Grant of Motion. The Motion is hereby GRANTED on a final basis as hereinafter set forth. Any and all objections to the relief requested in the Motion, to the extent not withdrawn with prejudice, waived or resolved by consent at or before the Final Hearing, are hereby OVERRULED and DENIED.

2. Jurisdiction/Venue. This Court has core jurisdiction over the Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. Notice. Based upon the Debtors' representations, notice of the Motion and the relief requested therein and the relief requested at the Final Hearing was served by the Debtors by electronic mail, facsimile, or overnight mail to: (a) the Office of the United States Trustee for the Southern District of New York (the "***U.S. Trustee***"); (b) counsel to the DIP Agent and Existing ABL Agent; (c) the Debtors' thirty (30) largest unsecured creditors on a

consolidated basis; (d) the Indenture Trustee and counsel thereto; (e) counsel to the ad hoc group of Senior Secured Noteholders; (f) the Internal Revenue Service; (g) the Securities and Exchange Commission; (h) the United States Attorney for the Southern District of New York; (i) the Federal Communications Commission; (j) the financial institutions where the Debtors maintain deposit and securities accounts; (k) the Debtors' landlords; and (l) any known holders of prepetition liens on the Prepetition Collateral. Under the circumstances, the notice provided of the Motion, the relief requested therein and the Final Hearing constitutes due and sufficient notice thereof, complies with Bankruptcy Rules 4001(c) and (d) and the Local Rules, and no further notice of the relief sought at the Final Hearing and the relief granted herein is necessary or required.

4. Debtors' Stipulations and Releases. Without prejudice to the rights of any other party (but which rights are subject to the limitations thereon contained in paragraph 24 of this Final Order), the Debtors admit, stipulate and agree that:

(a) As of the Petition Date, the Debtors who are party to or otherwise obligated under the Existing ABL Agreement, without defense, counterclaim, recoupment or offset of any kind, were jointly and severally indebted and liable to the Existing ABL Secured Parties in the aggregate principal amount of approximately $13.9 million of outstanding borrowings under the Existing ABL Facility, together with all costs, fees, expenses (including attorneys fees and legal expenses) and other charges accrued, accruing or chargeable with respect thereto (collectively, the "***Existing ABL Obligations***"), which Existing ABL Obligations are secured by (i) first priority security interests in and liens on accounts, inventory, deposit accounts and all cash, checks and other instruments on deposit therein or credited thereto,

securities accounts and all investment property on deposit therein or credited thereto, lock boxes, capital stock of the Debtors (other than BVNH), and contract rights, instruments, documents, chattel paper, drafts and acceptances, general intangibles and all other forms of obligations owing to the Debtors (and the proceeds, product and offspring therefrom) (collectively, the "***First Priority Collateral***") all as more fully described in the Existing ABL Agreement and that certain Intercreditor Agreement, dated as of August 23, 2006, and amended as of May 10, 2007, (the "***Intercreditor Agreement***"), and (ii) second priority security interests in and liens on substantially all of the Debtors' assets which do not constitute First Priority Collateral (the "***Second Priority Collateral***," and together with the First Priority Collateral, the "***Prepetition Collateral***," and the Existing ABL Secured Parties' liens on the First Priority Collateral, the "***Existing ABL Liens***"). The Debtors further stipulate that the value of the First Priority Collateral exceeds the amount of the Existing ABL Obligations.

(b) The Existing ABL Obligations constitute the legal, valid and binding obligations of the respective Debtors named in the Existing ABL Agreement, enforceable in accordance with their terms (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code).

(c) The Existing ABL Liens granted to the Existing ABL Secured Parties on the Prepetition Collateral pursuant to and in connection with the Existing ABL Agreement, including, without limitation, all security agreements, pledge agreements and other security documents executed by any of the Debtors for the benefit of the Existing ABL Secured Parties, are (i) valid, binding, perfected and enforceable liens

and security interests in the property described in the Existing ABL Agreement, (ii) not, pursuant to the Bankruptcy Code or other applicable law, subject to avoidance, recharacterization, recovery, subordination, attack, offset, recoupment, counterclaim, defense or "claim" (as such term is defined in the Bankruptcy Code) of any kind, and (iii) subject and subordinate only to (A) the DIP Liens (as defined below), (B) the Carve-Out (as defined below) to which the DIP Liens are subject and (C) valid, perfected and unavoidable liens and security interests permitted under the Existing ABL Agreement and existing as of the Petition Date, including the SSN Liens (as defined in paragraph 4(d) below) on the Second Priority Collateral.

(d) As of the Petition Date, the Debtors were obligated under the Indenture and the Senior Secured Notes, without defense, counterclaim, recoupment or offset of any kind, in the aggregate amount, including accrued interest, of approximately $316.655 million, together with all costs, fees and expenses required to be paid pursuant to the Indenture (collectively, the "***SSN Obligations***"), which SSN Obligations are secured by (i) first priority security interests in and liens on the Second Priority Collateral, and (ii) second priority security interests in and liens on the First Priority Collateral (such liens, collectively, the "***SSN Liens***," and together with the Existing ABL Liens, the "***Prepetition Liens***").

(e) The SSN Obligations constitute the legal, valid and binding obligations of the respective Debtors named in the Indenture, enforceable in accordance with the terms of the Indenture and the Senior Secured Notes (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code).

(f) The SSN Liens granted to the Senior Secured Noteholders and Indenture Trustee on the Prepetition Collateral pursuant to and in connection with the Indenture, including, without limitation, all security agreements, pledge agreements and other security documents executed by any of the Debtors for the benefit of the Senior Secured Noteholders and Indenture Trustee, are (i) valid, binding, perfected and enforceable liens and security interests in the property described in the Indenture, (ii) not, pursuant to the Bankruptcy Code or other applicable law, subject to avoidance, recharacterization, recovery, subordination, attack, offset, recoupment, counterclaim, defense or "claim" (as such term is defined in the Bankruptcy Code) of any kind, and (iii) subject and subordinate only to (A) the DIP Liens (as defined below) to the extent set forth or referred to herein or in the DIP Documents, (B) the Carve-Out (as defined below) to which the DIP Liens are subject and (C) valid, perfected and unavoidable liens and security interests permitted under the Indenture, including the Existing ABL Liens on the First Priority Collateral.

(g) No portion of the Prepetition Secured Obligations or any payments made to the Prepetition Secured Parties or applied to the Prepetition Secured Obligations prior to the Petition Date is subject to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense or "claim" (as such term is defined in the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or other applicable law.

(h) Each Debtor hereby forever waives and releases any and all "claims" (as such term is defined in the Bankruptcy Code), counterclaims, causes of action, defenses and setoff rights against the Prepetition Secured Parties, in their capacities as

such, whether arising at law or in equity, including, without limitation, any recharacterization, subordination, avoidance or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state or federal law; provided, however, that nothing herein or in any of the DIP Documents shall operate as a release or waiver of any claims or causes of action held by any party (including, without limitation, any of the Debtors) against any Debtor, any "affiliate" (as such term is defined in the Bankruptcy Code) of any Debtor or any officer, director or direct or indirect equity owner (or affiliate thereof) of any Debtor.

(i) Substantially all cash, securities or other property (and the proceeds therefrom) as of the Petition Date, including without limitation, all cash, securities or other property (and the proceeds, product and offspring therefrom) and other amounts on deposit or maintained by the Debtors in blocked accounts pursuant to the Existing ABL Agreement and Indenture were subject to rights of setoff and valid, perfected, enforceable, first priority liens under the Existing ABL Agreement, and second priority liens under the Indenture and applicable law, for the benefit of the Prepetition Secured Parties. All proceeds of the Prepetition Collateral, including cash in blocked accounts pursuant to the Existing ABL Agreement and Indenture, securities or other property, are Cash Collateral of the Prepetition Secured Parties within the meaning of section 363(a) of the Bankruptcy Code (the "***Cash Collateral***").

5. Need for Financing and Cash Collateral Use.

(a) The Debtors have an immediate need to obtain the DIP Credit Facility and to use the Prepetition Collateral, including any cash that constitutes Prepetition

Collateral, in order to, among other things, permit the orderly continuation of the operation of their businesses, preserve the going concern value of the Debtors, pay the costs of administration of their estates and for the other purposes set forth in the DIP Documents. The Debtors' use of the Prepetition Collateral (including the Cash Collateral) and the DIP Credit Facility is necessary to prevent immediate and irreparable harm to the Debtors' estates.

(b) The Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lenders pursuant to, and for the purposes set forth in, the DIP Documents and are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors are also unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2) and 364(c)(3) of the Bankruptcy Code without the Debtors granting to the DIP Agent for the benefit of itself and the DIP Lenders, subject to the Carve-Out (as defined in paragraph 17 below), (i) the DIP Liens (as defined in paragraph 12(a) below), including the priming DIP Liens, (ii) the Superpriority DIP Claims (as defined in paragraph 13(a) below), in each case on the terms and conditions set forth in this Final Order and the DIP Documents, and (iii) allowing the DIP Lenders to provide the Roll Up Loans. No party or parties other than the DIP Lenders would provide postpetition financing to the Debtors absent the Debtors granting such parties priming liens on the Debtors' assets pursuant to section 364(d)(1) of the Bankruptcy Code or other impracticable conditions, and the Debtors were unable to satisfy the requirements of section 364(d)(1) of the Bankruptcy Code.

6. Proposed DIP Credit Facility. The Borrowers have requested the DIP Agent and DIP Lenders to establish the DIP Credit Facility pursuant to which Borrowers may from time to time obtain loans ("***DIP Loans***") and letters of credit ("***Letters of Credit***") in an aggregate principal amount of up to $25,000,000 outstanding at any time pursuant to the terms of the DIP Documents. The DIP Agent and each DIP Lender is willing to establish the DIP Credit Facility, upon the terms and conditions set forth herein and in the DIP Documents.

7. Certain Conditions to DIP Credit Facility. The DIP Agent's and DIP Lenders' willingness to establish the DIP Credit Facility is conditioned upon, among other things, (i) the Debtors obtaining Court approval of the DIP Agreement (and all extensions of credit thereunder), as well as all of the other DIP Documents; (ii) the Debtors' provision of adequate protection pursuant to sections 361 and 363 of the Bankruptcy Code for the interests of Existing ABL Secured Parties with respect to the Existing ABL Liens in the Prepetition Collateral; (iii) the DIP Agent and each DIP Lender receiving, as security for the payment of the DIP Obligations (as defined below), security interests in and liens upon the DIP Collateral (as defined below) subject to the priorities set forth in the Intercreditor Agreement and the DIP Documents; (iv) the provision of the Roll Up Loans; and (v) the Debtors' satisfaction of all conditions precedent in the DIP Agreement and DIP Documents, unless waived in writing by the DIP Agent in its sole discretion.

8. Finding of Cause. Good cause has been shown for the entry of this Final Order and authorization for the Debtors to use Cash Collateral and to obtain extensions of credit under the DIP Credit Facility (the "***DIP Credit Extensions***") pursuant to the terms of the DIP Documents. The Debtors' need for use of Cash Collateral and financing of the type afforded by the DIP Agreement is ongoing, immediate and critical, and is necessary to prevent a disruption

of their businesses and to facilitate a successful reorganization. Entry of this Final Order will minimize disruption of the Debtors' businesses and operations, will preserve the assets of the Debtors' estates and their value and is in the best interests of the Debtors, their creditors and their respective estates. The terms of the proposed financing are fair and reasonable, reflect the Debtors' exercise of prudent business judgment and are supported by reasonably equivalent value and fair consideration.

9. Finding of Good Faith. Based upon the record presented at the Interim Hearing and the Final Hearing, the Court finds that the DIP Agreement and the other DIP Documents, as well as the terms of this Final Order, have been negotiated in good faith and at arm's length between the Borrowers and the Guarantors, on the one hand, and the DIP Agent and DIP Lenders, on the other hand. Therefore, all DIP Credit Extensions heretofore and hereafter made to the Borrowers pursuant to the DIP Documents shall be deemed to have been extended and made in good faith within the meaning of section 364(e) of the Bankruptcy Code.

10. Authorization of Final Financing.

(a) The Court hereby authorizes and approves on a final basis (i) the execution, delivery and performance by each Debtor of and under the DIP Agreement and other DIP Documents, as applicable, in substantially the form annexed to the Motion (with such changes, if any, as were addressed to the Court at the Final Hearing or are authorized to be made as amendments to the DIP Agreement and other DIP Documents in accordance with this Final Order) and all other instruments, security agreements, assignments, pledges, and other documents referred to therein or required by the DIP Agreement to be executed by one or more Borrowers and/or Guarantors including, without limitation, the Ratification Agreement; (ii) Borrowers'

obtaining DIP Loans, Letters of Credit and other DIP Credit Extensions in accordance with the DIP Documents from time to time up to an aggregate principal amount outstanding at any time of $25,000,000, inclusive of amounts (if any) that the DIP Lenders, in their sole discretion, elect to advance as DIP Loans to fund all or part of the "Carve-Out" (as defined below) to the extent set forth in paragraph 17 of this Final Order, plus interest, fees and other charges payable in connection with the foregoing; (iii) the Borrowers' obtaining the Roll Up Loans; and (iv) the Debtors satisfying all conditions precedent and performance of all obligations hereunder and under the DIP Documents in accordance with the terms hereof and thereof; provided, however, that the authorization to use proceeds of DIP Loans shall be limited solely to the purposes specified and authorized in this Final Order or the DIP Documents (collectively, the "***Permitted Uses***"), including, without limitation, the permitted uses of proceeds set forth in Section 9.12 of the DIP Agreement.

(b) The DIP Agent and DIP Lenders shall not have any obligation or responsibility to monitor the Borrowers' use of any DIP Loans, and may rely upon any Borrower's representations that the amount of the DIP Credit Extensions requested at any time, and the use thereof, are in accordance with the requirements of this Final Order and the DIP Documents.

(c) The Debtors' use of proceeds of the DIP Loans authorized under this Final Order shall not impair, release or alter the liability of the Debtors, including Borrowers or Guarantors, with respect to the Existing ABL Obligations. As provided in the DIP Agreement, all indebtedness and obligations of any nature and type owing by the Debtors (whether in their capacities as Borrowers and Guarantors prepetition,

or Borrowers and Guarantors postpetition) to CITBC and any of CITBC's affiliates (whether in its or their capacity as agent, lender or otherwise), whether incurred or arising prior to, or after the Petition Date, shall constitute DIP Obligations (as defined below) owed to the DIP Agent and CITBC as DIP Lender, and shall be entitled to all of the benefits and security of the DIP Documents and the Interim Order and this Final Order, and from and after entry of the Interim Order and the Final Order, shall cease to be regarded as part of the Existing ABL Obligations; provided, however, that the Court reserves the right to unwind, after notice and hearing, such Roll Up Loans, or a portion thereof, solely in the event that there is a timely successful challenge pursuant to and subject to the limitations contained in paragraph 24 of this Final Order, to the validity, enforceability, extent, perfection or priority of the Existing ABL Obligations or the Existing ABL Liens, and only to the extent that the Court finds that, in light of such timely successful challenge, the Roll Up Loans unduly advantage the Existing ABL Lenders, in which event any amount of such Roll Up Loans unwound shall be reinstated as Existing ABL Obligations, entitled to all of the rights and remedies available to, and as, a Prepetition Secured Obligation.

(d) The Borrowers will also provide both the DIP Agent and counsel to the ad hoc group of Senior Secured Noteholders with, among other things, weekly thirteen (13) week cash flow forecasts and periodic borrowing base certificates, receivables and payables against aging reports and such other information reasonably requested by the DIP Agent pursuant to the terms of the DIP Documents.

11. Execution, Delivery and Performance of DIP Documents. Each of the Borrowers and Guarantors are authorized to execute, deliver and perform under all the terms and

conditions of each and every DIP Document, each of which is hereby approved on a final basis. The DIP Documents may be executed and delivered on behalf of each Debtor by any officer, director or agent of such Debtor who represents himself or herself to be duly authorized and empowered to execute the DIP Documents for and on behalf of such Debtor, and the DIP Agent and DIP Lenders may rely upon any of such person's execution and delivery of any of the DIP Documents as having done so with all requisite power and authority to do so. Upon the entry of the Interim Order and this Final Order, the DIP Documents shall constitute valid and binding obligations of each Debtor, enforceable against each such Debtor in accordance with their terms. In furtherance of the provisions of this Final Order, each Debtor is authorized to do and perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, if applicable, the execution of the DIP Agreement, the Ratification Agreement, security agreements, pledge agreements, control agreements, mortgages, deeds of trust, deeds to secure debt, financing statements and intellectual property filings), and to pay all filing and recording fees as may be necessary or, in the opinion of the DIP Agent or any DIP Lender, are desirable to give effect to any of the terms and conditions of the DIP Documents or as otherwise required or contemplated by the DIP Documents.

12. DIP Collateral and DIP Liens.

(a) All "Obligations" under (and as defined in) the DIP Agreement, including, without limitation, all DIP Credit Extensions and all amounts owing (then existing, contingent or otherwise) under the Existing ABL Agreement (all of the foregoing being collectively called the "***DIP Obligations***") shall be, and hereby are, secured by security interests and liens (collectively, the "***DIP Liens***") in favor of the DIP Agent and each DIP Lender with respect to all of the "Collateral" (as defined in

the DIP Agreement and other DIP Documents) which Collateral includes, for the avoidance of doubt, the Prepetition Collateral, as and to the extent that such Collateral arises, exists or comes into existence any time on or after the Petition Date, and any proceeds or property recovered in connection with the successful prosecution or settlement of any claims pursuant to sections 502(d), 544, 545, 547, 548, 549, 550, 551 or 553 of the Bankruptcy Code (collectively, the "***DIP Collateral***").

(b) The DIP Liens with respect to the DIP Collateral shall have the following priorities:

i Unencumbered Collateral. Pursuant to section 364(c)(2) of the Bankruptcy Code, perfected first priority senior security interests in and liens upon (x) all DIP Collateral that, as of the Petition Date, is not subject to valid, perfected and unavoidable liens, or to valid and unavoidable liens in existence on the Petition Date that are perfected thereafter (with a priority that relates back to a date prior to the Petition Date), as permitted by section 546(b) of the Bankruptcy Code, (y) all DIP Collateral that is created, acquired or arises after the Petition Date (other than direct proceeds of Prepetition Collateral that is subject to valid, perfected and unavoidable prepetition liens), and (z) any proceeds or property recovered in connection with the successful prosecution or settlement of any claims pursuant to sections 502(d), 544, 545, 547, 548, 549, 550, 551 or 553 of the Bankruptcy Code;

ii Encumbered Collateral. Pursuant to section 364(c)(3) of the Bankruptcy Code, (x) first priority perfected security interests in and liens upon all DIP Collateral which constitutes First Priority Collateral, (y) second priority perfected security interests in and liens upon all DIP Collateral which constitutes Second Priority Collateral which liens shall be junior to the SSN Liens and the SSN Replacement Liens on the Second Priority Collateral, and (z) perfected junior security interests in and liens upon all DIP Collateral that is subject to valid, perfected and unavoidable liens, other than the Existing ABL Liens and the Existing ABL Liens, in existence on the Petition Date or to valid and unavoidable liens, other than the Existing ABL Liens, in existence on the Petition Date that are perfected thereafter (with a priority that relates back to a date prior to the

Petition Date), as permitted by section 546(b) of the Bankruptcy Code;

iii Extent of Priming DIP Lien. Pursuant to section 364(d) of the Bankruptcy Code, the DIP Liens shall be senior in priority to (x) the Existing ABL Liens, (y) the ABL Replacement Liens (as defined below), and (z) with respect to the First Priority Collateral only, the SSN Liens and the SSN Replacement Liens; and

iv Carve-Out. The DIP Liens shall be subordinate in all respects to the Carve-Out in accordance with paragraph 17 of this Final Order.

13. Superiority DIP Claim; Surcharge.

(a) Scope of Superpriority DIP Claim. Subject to the Carve-Out in accordance with paragraph 17 of this Final Order, and in addition to being secured as provided in the Interim Order and this Final Order, all DIP Obligations shall constitute an allowed administrative expense claim under section 503(b) of the Bankruptcy Code and shall constitute an allowed superpriority claim (the "***Superpriority DIP Claim***") pursuant to section 364(c)(1) of the Bankruptcy Code over all other administrative expenses in the Debtors' cases of the kind specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(e), 507(a), 507(b), 546(c), 726 or 1114 of the Bankruptcy Code. Without limiting the generality of the foregoing, the Superpriority DIP Claim shall be superior to any and all administrative priority claims arising out of transactions, if any, arising between any Debtor, on the one hand and any other Debtor, and all such intercompany claims shall be subordinate to the Superpriority DIP Claim.

(b) No Surcharge. Subject to the Carve-Out in accordance with paragraph 17 of this Final Order, no costs or administrative expenses that have been or may be incurred in these chapter 11 cases, in any matters or proceedings related hereto or in

any superseding chapter 7 case, and no priority claims are or will be prior to or on a parity with the Superpriority DIP Claim of the DIP Agent and DIP Lenders for the DIP Obligations. In no event shall any costs or expenses of administration be imposed upon the DIP Agent, any DIP Lender or any of the DIP Collateral pursuant to sections 105, 506(c) or 552(b) of the Bankruptcy Code, or otherwise, without the prior written consent of the DIP Agent and all DIP Lenders, and no such consent shall be implied from any action, inaction or acquiescence by the DIP Agent or any DIP Lender; and in no event shall any costs or expenses of administration be imposed upon the Existing ABL Secured Parties or any Prepetition Collateral, whether pursuant to sections 105, 506(c) or 552(b) of the Bankruptcy Code, or otherwise, without the prior written consent of the Existing ABL Secured Parties, and no such consent shall be implied from any action, inaction or acquiescence by the Existing ABL Secured Parties.

14. Joint and Several Liability; Borrower Reimbursement Claims.

(a) The Debtors shall be jointly and severally liable to repay the DIP Obligations in accordance with the DIP Documents. The DIP Obligations shall be due and payable, and shall be paid, as and when provided in the DIP Documents and as provided herein, without offset, counterclaim, deduction or other claim of avoidance of any nature or type. In no event shall the Debtors be authorized to offset, deduct, avoid or recoup any amounts owed, or alleged to be owed, by the DIP Agent, any DIP Lender or any Prepetition Secured Party to any Debtor against any of the DIP Obligations (including, without limitation, any such obligations owing under the Existing ABL Agreement), unless and to the extent expressly otherwise agreed to in

writing by each of the DIP Agent, DIP Lenders and Existing ABL Secured Parties, as applicable.

(b) No Debtor shall have any right of contribution, reimbursement or subrogation from any other Debtor, or any other Debtor's assets as a result of such Debtor's use of Cash Collateral or DIP Loans.

15. Cash Collateral; Other Matters. Subject to the terms of this Final Order and the DIP Documents, the Debtors are authorized to use Cash Collateral that is secured by the DIP Liens or the Prepetition Liens in accordance with this Final Order and the DIP Documents. Each Debtor shall cause the Cash Collateral to be promptly deposited in one or more accounts as required by the DIP Documents, which shall be subject to the DIP Liens. Prior to the deposit of such Cash Collateral, the Debtors shall be deemed to hold all such proceeds in trust for the benefit of the DIP Agent, the DIP Lenders and the Prepetition Secured Parties, as applicable. The DIP Agent and DIP Lenders may, subject to the provisions of the DIP Documents, apply (and reapply) any or all Cash Collateral at any time or times in its possession or control to the payment of any of the DIP Obligations, in such order of application as the DIP Agent or any DIP Lender may designate or elect, and may use all or part of the Cash Collateral to collateralize, in accordance with the DIP Agreement, any Letters of Credit, or other contingent DIP Obligations.

16. Adequate Protection of Prepetition Secured Parties. As adequate protection pursuant to sections 361 and 363 of the Bankruptcy Code for the Debtors' use, consumption, sale, collection or other disposition of any of the Prepetition Collateral, the following measures of adequate protection are granted to the Prepetition Secured Parties:

(a) Adequate Protection of Existing ABL Secured Parties. In consideration for the use of Cash Collateral and the priming of the Existing ABL

Liens (solely upon the terms and conditions of this Final Order), the Existing ABL Secured Parties shall receive the following as adequate protection:

i To the extent there is a diminution in the value of the interests of the Existing ABL Secured Parties in the Prepetition Collateral (whether the reason for such diminution is as a result of or from, arises from, or is attributable to, the imposition of the automatic stay, the priming of the Existing ABL Liens, the use of Cash Collateral or the physical deterioration, consumption, use, sale, lease, disposition, shrinkage or decline in market value of the Prepetition Collateral), the Existing ABL Secured Parties are granted replacement liens on the Prepetition Collateral (the "***ABL Replacement Liens***"), which liens are valid, binding, enforceable and fully perfected as of the date hereof and shall be (x) with respect to the First Priority Collateral, junior and subordinate in priority only to the Carve-Out and the DIP Liens and (y) with respect to the Second Priority Collateral only, junior in priority and subordinate only to the SSN Liens, the SSN Replacement Liens and the Carve-Out and the DIP Liens; and

ii An allowed administrative claim (the "***ABL Administrative Claim***") against the Debtors' estates under section 507(b) of the Bankruptcy Code to the extent that the ABL Replacement Liens do not adequately protect the diminution in the value of the Prepetition Collateral, which ABL Administrative Claim, if any, shall be (x) junior and subordinate to the Carve-Out and the Superpriority DIP Claim, and (y) *pari passu* with the SSN Administrative Claim (as defined below).

(b) Adequate Protection of Senior Secured Noteholders. In consideration for the use of Cash Collateral and the priming of the SSN Liens (solely upon the terms and conditions of this Final Order), the Senior Secured Noteholders shall receive the following as adequate protection:

i With respect to the time period beginning on the Petition Date through the Effective Date of the Joint Prepackaged Plan of Reorganization for Broadview Networks Holdings, Inc. and its Affiliated Debtors, filed on or about the Petition Date (the "**Prepackaged Plan**"), the Senior Secured Noteholders shall receive monthly interest payments on the aggregate principal amount of the Senior Secured Notes at a rate of 10.5% per annum; such payments to be made in cash, in arrears, on a

monthly basis on the first business day of each month pursuant to the mechanics provided in the Indenture for payment of interest payments, with the first such payment to be made on September 4, 2012, and the last such payment to be made on the Effective Date or the next business day thereafter with respect to all unpaid interest that is accrued as of the Effective Date;

ii To the extent there is a diminution in the value of the interest of the Senior Secured Noteholders in the Prepetition Collateral (whether the reason for such diminution is as a result of or from, arises from, or is attributable to, the imposition of the automatic stay, the priming of the SSN Liens, the use of Cash Collateral or the physical deterioration, consumption, use, sale, lease, disposition, shrinkage or decline in market value of the Prepetition Collateral), the Indenture Trustee, for the benefit of the Senior Secured Noteholders, is granted replacement liens on the Prepetition Collateral (the "***SSN Replacement Liens***"), which liens are valid, binding enforceable and fully perfected as of the date hereof and shall be (x) with respect to the Second Priority Collateral, other than with respect to the Carve-Out, senior in all respects, including with respect to the DIP Liens and (y) with respect to the First Priority Collateral, subordinate only to the DIP Liens, the Carve-Out, the ABL Replacement Liens and the ABL Liens;

iii An allowed administrative claim (the "***SSN Administrative Claim***") against the Debtors' estates under section 507(b) of the Bankruptcy Code to the extent that the SSN Replacement Liens do not adequately protect the diminution in the value of the Prepetition Collateral, which SSN Administrative Claim, if any, shall be (x) junior and subordinate to the Carve-Out and the Superpriority DIP Claim, and (y) *pari passu* with the ABL Administrative Claim; and

iv Payment of the Indenture Trustee's reasonable fees pursuant to the terms of the Indenture, and payment of the reasonable, actual, and documented fees and expenses of Dechert LLP and FTI Consulting, as advisors to the ad hoc committee of Senior Secured Noteholders, regardless of whether any such fees and expenses accrued or were incurred prior to or following the Petition Date; provided that none of such fees and expenses as adequate protection payments hereunder shall be subject to approval by the Court or the United States Trustee Guidelines, but such professional shall provide copies of summary invoices and statements to the U.S. Trustee, and no recipient of any such payment shall be required to file with respect thereto any

interim or final fee application with the Court; provided, however, the U.S. Trustee shall have ten days from receipt of the invoice to object to such fees; provided, further, that the Court shall have jurisdiction to determine any dispute concerning such invoices.

17. Payment of Certain Fees and Expenses.

(a) Use of Professional Expenses. For so long as no Event of Default under (and as defined in) the DIP Agreement shall have occurred and be continuing, Borrowers are authorized to use proceeds of DIP Loans solely for Permitted Uses, including, without limitation, (i) to pay any fees required to be paid to the Clerk of the Court; (ii) to pay the fees of the U.S. Trustee pursuant to 28 U.S.C. § 1930 and payment of interest, if any, pursuant to 31 U.S.C. § 3717; (iii) to pay the fees and disbursements incurred by a chapter 7 trustee (if any) under section 726(b) of the Bankruptcy Code in an amount not to exceed $75,000; (iv) to pay fees, compensation, costs, expenses and disbursements (collectively, "***Professional Expenses***") of professionals (including, without limitation, attorneys, accountants, appraisers, consultants and investment bankers) retained by Borrowers (the "***Debtor Professionals***") or an official committee, if any, appointed in these chapter 11 cases (any such official committee being referred to as a "***Committee,***" and the professionals retained by such Committee), provided, however, that no proceeds of DIP Loans or any Cash Collateral of the DIP Agent, DIP Lenders, Existing ABL Agent or Existing ABL Lenders shall be used to pay Professional Expenses of any Debtor Professionals or Committees (collectively, the "***Professional Persons***") or any other costs incurred in connection with (i) commencing or continuing any claims, causes of actions, adversary proceedings or contested matters against any Prepetition Secured Party, the DIP Agent or any DIP Lender with respect to any loan, repayment

or other transaction, act or inaction under or in connection with the Existing ABL Agreement, Indenture, or DIP Documents (as the case may be), including, without limitation, discovery proceedings subsequent to the commencement of any such claims or causes of action; (ii) except to contest whether an Event of Default has occurred and exists under the DIP Agreement, preventing, hindering or delaying performance or enforcement by any Prepetition Secured Party, the DIP Agent or any DIP Lender of its rights or remedies under this Final Order or any of the DIP Documents; (iii) challenging any Existing ABL Liens, the DIP Liens or the Superpriority DIP Claim; (iv) challenging the DIP Obligations or the Existing ABL Obligations; or (v) that would otherwise be "Ineligible Expenses", as defined in the DIP Agreement. Notwithstanding anything to the contrary contained in this Final Order or the DIP Documents, in no event shall the Superpriority DIP Claim, the Prepetition Liens, the ABL Replacement Liens, the SSN Replacement Liens, the SSN Administrative Claim, the ABL Administrative Claim and any priority claim of Prepetition Secured Parties under section 507(b) of the Bankruptcy Code or otherwise (collectively, the "***Lenders' Liens and Claims***"): (i) attach to or be payable from any prepetition retainers held by any Debtor Professional or be used as a basis to object to the payment of Professional Expenses from such pre-petition retainers or any amounts paid to any Professional Person pursuant to and in compliance with any order of the Court (including, without limitation, any order establishing procedures for interim compensation and reimbursement of expenses); (ii) be used as a basis to object to the allowance of Professional Expenses; or (iii) authorize the DIP Agent or any DIP Lender to seek disgorgement of any Professional Expenses paid to

Professional Persons pursuant to an order of the Court (including, without limitation, any order establishing procedures for interim compensation and reimbursement of expenses) solely based upon the existence of any lien, secured status, superpriority administrative status under sections 364(c)(1) or 507(b) of the Bankruptcy Code, administrative status or any asserted priority in entitlement, including, without limitation, any Lenders' Liens and Claims.

(b) Carve-Out. For the purposes of this Final Order, the "***Carve-Out***" shall mean (i) Professional Expenses incurred by Professional Persons at any time following the occurrence and during the continuance of an Event of Default under the DIP Agreement (indicated by delivery by the DIP Agent of a Carve-Out Trigger Notice (as defined below)), to the extent allowed at any time, whether by this Final Order, procedural order, or otherwise, but only to the extent all such Professional Expenses set forth in this clause do not exceed an aggregate amount of $2,000,000; (ii) U.S. Trustee fees, pursuant to 28 U.S.C. § 1930 (the "***U.S. Trustee Fees***"); and (iii) all reasonable fees and expenses incurred by a chapter 7 trustee under section 726(b) of the Bankruptcy Code in an aggregate amount not exceeding $75,000; provided, that nothing herein shall be construed to impair the ability of any interested party to object to any Professional Expenses sought by any Professional Person; provided, further, that so long as no Event of Default shall have occurred and be continuing, the Carve-Out shall not be reduced by the payment of fees and expenses allowed by this Court under sections 328, 330 and 331 of the Bankruptcy Code. The Carve-Out shall be senior to the Lenders' Liens and Claims. For purposes hereof, "***Carve-Out Trigger Notice***" shall mean a written notice (i) that is delivered by the

DIP Agent to the Debtors, counsel to the Debtors in these chapter 11 cases, the U.S. Trustee, the Indenture Trustee, counsel for the Indenture Trustee, counsel for the ad hoc group of Senior Secured Noteholders, and counsel to the Committee (if any), and (ii) that informs such parties that an Event of Default has occurred under the DIP Agreement.

18. Preservation of Rights Granted Under this Final Order.

(a) Protection From Subsequent Financing Order. There shall not be entered in these chapter 11 cases, or in any successor cases, any order that authorizes the obtaining of credit or the incurrence of indebtedness by any Debtor (or any trustee or examiner) that (i) is secured by a security, mortgage, collateral interest or lien on all or any part of the DIP Collateral that is equal or senior to the DIP Liens or ABL Replacement Liens (other than the SSN Liens and the SSN Replacement Liens with respect to the Second Priority Collateral), except as expressly authorized by the DIP Agreement, or (ii) has priority administrative status that is equal or senior to the Superpriority DIP Claim; provided, however, that nothing herein shall prevent the entry of an order that specifically provides that, as a condition to the granting of the benefits of clauses (i) or (ii) above, all of the DIP Obligations and Existing ABL Obligations must be fully paid from the proceeds of such credit or indebtedness, and all contingent obligations owed to any DIP Lender or any Existing ABL Secured Party fully cash collateralized as provided in the DIP Documents or Existing ABL Agreement (as applicable).

(b) Rights Upon Dismissal, Conversion or Consolidation. If any chapter 11 case is dismissed, converted or substantively consolidated with another case,

then neither the entry of this Final Order nor the dismissal, conversion or substantive consolidation of such chapter 11 case shall affect the rights or remedies of the DIP Agent and DIP Lenders under the DIP Documents or the rights or remedies of Prepetition Secured Parties or the DIP Agent or DIP Lenders under this Final Order, and all of the respective rights and remedies hereunder and thereunder of Prepetition Secured Parties, the DIP Agent and DIP Lenders shall remain in full force and effect as if such chapter 11 case had not been dismissed, converted, or substantively consolidated. It shall constitute an Event of Default if any Debtor seeks, or if there is entered, any order dismissing any of the chapter 11 cases. If an order dismissing any of the chapter 11 cases is at any time entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (i) the DIP Liens, the Lenders' Liens and Claims shall continue in full force and effect and shall maintain their priorities as provided in this Final Order (and that such liens, Superpriority DIP Claim and SSN Administrative Claim shall, notwithstanding such dismissal, remain binding on all interested parties) and (ii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purpose of enforcing the DIP Liens, the Lenders' Liens and Claims.

(c) Survival of Order. The provisions of this Final Order and any actions taken pursuant hereto shall survive the entry of and shall govern with respect to any conflict with any order that may be entered confirming any plan of reorganization (including, without limitation, the Prepackaged Plan), or converting any of the chapter 11 cases from chapter 11 to chapter 7.

(d) No Discharge; Credit Bid Rights. Unless and until Full Payment of the DIP Obligations (including, for the avoidance of doubt, any Existing ABL Obligations) shall occur, the DIP Obligations (including, for the avoidance of doubt, any Existing ABL Obligations) shall not be discharged by the entry of any order confirming a plan of reorganization in any of the chapter 11 cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, all of the Debtors have waived such discharge. No plan of reorganization or liquidation, nor any order entered in connection with a sale of assets under section 363 of the Bankruptcy Code or otherwise, shall limit or otherwise restrict the right of the DIP Agent or any DIP Lender to submit a credit bid for all or any part of the DIP Collateral.

(e) No Marshaling. In no event shall the DIP Agent or any DIP Lender be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to any DIP Collateral at any time securing any of the DIP Obligations, and in no event shall any DIP Liens be subject to any pre-petition or post-petition lien or security interest that is avoided and preserved for the benefit of any Debtor's estate pursuant to section 551 of the Bankruptcy Code.

(f) No Requirement to File Proof of Claim. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any bar order establishing a deadline for the filing of proofs of claims entitled to administrative expense treatment under section 503(b) of the Bankruptcy Code, the DIP Agent, the DIP Lenders and the Prepetition Secured Parties shall not be required to file any proof of claim with respect to any of the DIP Obligations or the Prepetition Secured Obligations, all of which shall be due

and payable in accordance with the DIP Documents, the Existing ABL Agreement and the Indenture, as applicable, without the necessity of filing any such proof of claim, and the failure to file any such proof of claim shall not affect the validity or enforceability of any of the DIP Documents, the Existing ABL Agreement or the Indenture, as applicable, or prejudice or otherwise adversely affect the DIP Agent's, any DIP Lender's or any Prepetition Secured Parties' rights, remedies, powers or privileges under the DIP Documents, the Existing ABL Agreement or the Indenture, as applicable, or this Final Order.

(g) Reservation of Rights. The terms, conditions and provisions of this Final Order are in addition to, and without prejudice to the rights of, the DIP Agent, the DIP Lenders and the Prepetition Secured Parties (subject to the Intercreditor Agreement) to pursue any and all rights and remedies available to them under the Bankruptcy Code, the Existing ABL Agreement, the Indenture and the DIP Documents, or any other applicable agreement or law including, without limitation, the right to seek adequate protection and/or additional or differing adequate protection, to seek relief from the automatic stay, to seek an injunction, to oppose any request for use of Cash Collateral or the granting of any interest in the DIP Collateral or priority in favor of any other party, to object to any sale of assets, and to object to applications for allowance and/or payment of compensation of Professional Persons, or other parties seeking compensation in the chapter 11 cases.

19. Automatic Perfection of Liens. The DIP Liens, ABL Replacement Liens and SSN Replacement Liens, (collectively, the "***DIP Order Liens***") shall, as of the Petition Date,

be deemed valid, binding, enforceable and perfected with respect to all of the DIP Collateral or Prepetition Collateral, as applicable, upon entry of the Interim Order and this Final Order. The DIP Agent, DIP Lenders, and the Prepetition Secured Parties, shall not be required to file any UCC-1 financing statements, mortgages, deeds of trust, security deeds, notices of lien or any similar document or take any other action (including, without limitation, possession of any of the DIP Collateral or any other property of any Debtor or the obtaining of any consent of any third party including, without limitation, any third party to a control or similar agreement under the Existing ABL Agreement) in order to validate the perfection of any DIP Order Liens. If the DIP Agent, any DIP Lender, the Indenture Trustee or the Existing ABL Agent, in its discretion, chooses to file or record any such mortgages, deeds of trust, security deeds, notices of lien or UCC-1 financing statements, or take any other action to validate the perfection of any DIP Order Liens, the Debtors and their respective officers are authorized and directed to execute any documents or instruments as the DIP Agent, any DIP Lender, the Existing ABL Agent or the Indenture Trustee, shall reasonably request, and all such documents and instruments shall be deemed to have been filed or recorded as of the Petition Date, and the Debtors shall pay or reimburse the DIP Agent, each DIP Lender, Existing ABL Agent, and Indenture Trustee (as applicable) for the payment of any cost, fees or expenses (including, without limitation, recording taxes) payable in connection with the filing or recordation of any UCC-1 financing statements, mortgages, deeds of trust, security deeds, notices of lien or other instruments or agreements. The DIP Agent, each DIP Lender, Indenture Trustee and Existing ABL Agent, may, in its or their discretion, file a certified copy of this Final Order in any filing office in any jurisdiction in which any Borrower or Guarantor is organized or has or maintains any DIP

Collateral or an office, and each filing office is directed to accept such certified copy of this Final Order for filing and recording.

20. Reimbursement of Expenses. All reasonable and documented costs and expenses incurred by the DIP Agent and any DIP Lenders for which the Debtors are obligated under the DIP Documents, shall form a part of the DIP Obligations and shall be paid by the Debtors (without the necessity of filing any application with or obtaining further order from the Court) in accordance with the terms of the DIP Documents. In no event shall any statement submitted by the ad hoc group of Senior Secured Noteholders, the DIP Agent or any DIP Lender to the Borrowers, the Committee (if any), or any other interested person (or any of their respective Professional Persons), with respect to fees or expenses incurred by the ad hoc group of Senior Secured Noteholders, the DIP Agent or any DIP Lender to any professional retained by the ad hoc group of Senior Secured Noteholders, the DIP Agent or any DIP Lender operate to waive the attorney/client privilege, the work-product doctrine, or any other evidentiary privilege or protection recognized under applicable law.

21. Amendments to DIP Documents. The Debtors and the DIP Agent and DIP Lenders are hereby authorized to execute, deliver and implement, in accordance with the terms of the DIP Documents and without further order of the Court, any amendments to and modifications of any of the DIP Documents on the following conditions: (i) the amendment or modification must not constitute a material change to the terms of the DIP Documents, (ii) copies of the amendment or modification must be served upon counsel for the Committee, if any, the U.S. Trustee, the Indenture Trustee, the ad hoc group of Senior Secured Noteholders, and other interested parties specifically requesting such notice, and (iii) notice of the amendment is filed with the Court. Any amendment or modification that constitutes a material change, to be

effective, must be approved by the Court and the Required Consenting Noteholders. For purposes hereof, a "material change" shall mean a change that operates to shorten the maturity date of the DIP Credit Facility, increase the aggregate amount of the commitment for DIP Loans or Letters of Credit under the DIP Credit Facility, increase the rate of interest other than as provided in or contemplated by the DIP Documents, add additional specific events of default, or enlarge the nature and extent of default remedies available to the DIP Agent or any DIP Lender following an Event of Default under (and as defined in) the DIP Agreement.

22. Events of Default; Remedies.

(a) Events of Default and Remedies. An Event of Default shall be deemed to have occurred and exist for purposes of this Final Order upon the occurrence of an "Event of Default" under (and as defined in) the DIP Agreement, including, without limitation, any breach or failure of compliance by any Debtor with respect to any of the provisions of this Final Order.

(b) Enforcement of Remedies. Upon or after the occurrence of any Event of Default, the DIP Agent and, as applicable, each DIP Lender shall be fully authorized, in its sole discretion, to exercise all remedies available to it under the DIP Documents and applicable law, provided that the DIP Agent shall provide (i) five (5) days' notice to the Debtors (with a copy to counsel to the Committee, if any, counsel to the ad hoc group of Senior Secured Noteholders, and the U.S. Trustee) prior to the termination of the Debtors' right to use Cash Collateral, and (ii) seven (7) days' notice to the Debtors (with a copy to counsel to the Committee, if any, counsel to the ad hoc group of Senior Secured Noteholders, and the U.S. Trustee) prior to the enforcement of the DIP Liens or exercise of any other rights or remedies against the

DIP Collateral. The foregoing notice provisions are without prejudice to the rights of the DIP Agent and the DIP Lenders, as applicable, to seek earlier relief from this Court upon appropriate notice and hearing pursuant to the Bankruptcy Code and Bankruptcy Rules. In any hearing regarding the exercise of remedies, the sole and exclusive issue shall be whether or not an Event of Default has occurred and is continuing under any of the DIP Documents. Upon or after the occurrence of an Event of Default, and notwithstanding the notice periods referred to above, none of the DIP Agent or any DIP Lender shall be obligated to make any DIP Credit Extensions to any of the Debtors. The automatic stay provisions of section 362 of the Bankruptcy Code are modified to the extent necessary to implement the provisions of this paragraph. Additionally, injunctive or other similar provisions contained in any plan of reorganization (including, without limitation, the Prepackaged Plan), or any order confirming any such plan or plans of reorganization, shall not preclude the Existing ABL Secured Parties, the DIP Agent or any DIP Lender from exercising the rights and remedies provided to it pursuant to and in accordance with the Interim Order, this Final Order and the DIP Documents.

(c) Application of DIP Collateral Proceeds. Notwithstanding any contrary provision contained in this Final Order, if the DIP Agent or any DIP Lender, or Prepetition Secured Parties shall proceed to enforce the DIP Liens, Existing ABL Liens, or ABL Replacement Liens in respect of any DIP Collateral, then the DIP Agent or any DIP Lender may, in its discretion, elect to apply all proceeds of the DIP Collateral to the payment or cash collateralization of the DIP Obligations or the Existing ABL Obligations then outstanding, if any, in such order of application as the

DIP Agent may elect in its discretion, and any application to the Existing ABL Obligations shall not be deemed to reduce the amount of the DIP Obligations.

(d) Rights Cumulative. The rights, remedies, powers and privileges conferred upon the Prepetition Secured Parties, the DIP Agent and the DIP Lenders pursuant to the Interim Order and this Final Order shall be in addition to, and cumulative with, those contained in the DIP Documents and Existing ABL Agreement, as applicable.

23. Modification of Automatic Stay. The automatic stay provisions of section 362 of the Bankruptcy Code are modified to the extent necessary to implement the provisions of the Interim Order and this Final Order and the DIP Documents, thereby permitting (a) the DIP Agent and the DIP Lenders, *inter alia*, to receive collections of DIP Collateral for application to the DIP Obligations as provided herein, (b) the DIP Agent to file or record any UCC-1 financing statements, mortgages, deeds of trust, security deeds and other instruments and documents evidencing or validating the perfection of the DIP Liens and (c) the DIP Agent and any DIP Lender, as applicable, to enforce the DIP Liens and exercise any of its or their rights and remedies as set forth in paragraph 22 of this Final Order and the DIP Documents, all without further order modifying or terminating the automatic stay of section 362 of the Bankruptcy Code.

24. Deadline for Challenge to Prepetition Secured Obligations and Related Matters. In consideration of the DIP Agent's and the DIP Lenders' agreement to provide DIP Credit Extensions pursuant to the DIP Documents, and the Prepetition Secured Parties' consent to the use of Cash Collateral and to the DIP Liens, each Debtor has voluntarily made the stipulations and releases contained in paragraph 4 above (the "***Debtors' Stipulations***"). The Debtors' Stipulations shall be binding on the Debtors, but shall be subject only to the right of a

party-in-interest, to the extent that such party has or is otherwise granted standing to do so, to commence an appropriate adversary proceeding (a "***Challenge***") objecting to the validity, priority, amount or allowance of any Prepetition Secured Obligations, or the extent, validity, priority, perfection or avoidability of any Prepetition Liens, or seeking disgorgement of, recharacterization or subordination of, or offset or recoupment, against all or part of the payment of Prepetition Secured Obligations by a Debtor, or asserting any claim under contract, tort or other theory (including, without limitation, lender liability), including, without limitation, theories of recovery or pursuant to section 105 or chapter 5 of the Bankruptcy Code, which adversary proceeding or contested matter must be filed no later than the earlier of (i) the date provided in an order confirming any plan of reorganization in these Cases, (including the Prepackaged Plan), or (ii) sixty (60) days from the date of the entry of this Final Order. If the party-in-interest has not obtained an order from the Court granting such party standing to pursue any such Challenge, then such party shall be required promptly to seek such an order as a condition to its further prosecution of such Challenge, subject to any objection by the Debtors, the Prepetition Secured Parties, or any other interested party, and a party's authority to prosecute such Challenge shall be contingent upon its obtaining such an order. In no event shall the filing of any such Challenge affect any of the rights, privileges, powers or remedies of the Debtors, the Prepetition Secured Parties, the DIP Agent or any DIP Lender under the Interim Order, this Final Order, the DIP Documents, the Indenture or the Existing ABL Agreement. If such Challenge is not timely filed (or, if filed, is denied or overruled), or if standing in connection with any such Challenge is not granted, (i) with respect to any Prepetition Secured Obligations, all of such Prepetition Secured Obligations shall be deemed a legal, valid, binding and enforceable claim that is allowed in full as a secured claim, and not subject to subordination or recharacterization in

these cases, in any superseding chapter 7 cases or in any other proceedings; (ii) with respect to any Prepetition Liens, such Prepetition Liens shall be deemed to be legal, valid, binding, enforceable, perfected (having the priority set forth in the Interim Order and this Final Order) and unavoidable in these cases, in any superseding chapter 7 cases and in any other proceedings; and (iii) all claims and other causes of action (including, without limitation, "lender liability" theories) and causes of action or theories of recovery pursuant to section 105 or chapter 5 of the Bankruptcy Code) against Prepetition Secured Parties shall be forever waived and barred. If after the repayment in full, in cash ("***Full Payment***") of the DIP Obligations, any Challenge (as defined below), claim or cause of action is asserted against the DIP Agent or any DIP Lender, any Existing ABL Lender, the Existing ABL Agent, and the Indenture Trustee, as applicable, all of the foregoing shall be entitled to payment from Debtors to the extent of all costs, expenses, liabilities or damages incurred by it or them (including, without limitation, reasonable attorneys' fees), as secured creditors pursuant to the terms of the DIP Documents, Existing ABL Agreement and Indenture, all as more fully set forth in a Final Order.

25. Service of Order. Promptly after the entry of this Final Order, the Borrowers shall mail within three (3) business days of the entry of this Final Order, a copy of this Final Order, to: (a) the U.S. Trustee; (b) counsel to the DIP Agent and Existing ABL Agent; (c) the Indenture Trustee and counsel thereto; (d) counsel to the ad hoc group of Senior Secured Noteholders; (e) the Internal Revenue Service; (f) the Securities and Exchange Commission; (g) the United States Attorney for the Southern District of New York; (h) the Federal Communications Commission; (i) the financial institutions where the Debtors maintain deposit and securities accounts; (j) the Debtors' landlords; (k) any known holders of prepetition liens on the Prepetition Collateral; and (l) all parties (if any) who have filed requests for notices under

Rule 2002 of the Bankruptcy Rules as of the date hereof, and shall file a certificate of service regarding same with the Clerk of the Court. Such service shall constitute good and sufficient notice of the Final Hearing.

26. No Deemed Control. By consenting to the Interim Order, this Final Order, making DIP Credit Extensions to the Borrowers and administering the financing relationship with the Borrowers and Guarantors pursuant to the DIP Documents, neither the DIP Agent nor any DIP Lender shall be deemed to be in control of any Borrower or Guarantor or any Borrower's or Guarantors' operations, or to be acting as a "responsible person," "managing agent" or "owner or operator" (as such terms are defined in the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any similar state or federal statute) with respect to the operations or management of such Borrower or Guarantor.

27. Binding Effect; Successors and Assigns. Immediately upon entry of this Final Order by the Court (notwithstanding any applicable law or rule to the contrary), the provisions of this Final Order shall be binding upon and inure to the benefit of all parties in interest in these chapter 11 cases, including, without limitation, the DIP Agent, each DIP Lender, the Prepetition Secured Parties, the Borrowers, the Guarantors and their respective successors and assigns (including, without limitation, any chapter 11 trustee or examiner hereafter appointed or elected for the estate of any Borrower or Guarantor, or any chapter 7 trustee appointed in any superseding chapter 7 case); provided, however that neither the DIP Agent nor any DIP Lender shall have any obligation to make DIP Credit Extensions to, or consent to the use of Cash Collateral by, any chapter 7 or chapter 11 trustee or examiner appointed or elected for the estate of any Borrower or Guarantor.

28. Order Controls. In the event of any direct inconsistency between the terms of the DIP Documents and this Final Order, the provisions of this Final Order shall govern and control. In the event of any direct inconsistency between the terms of the DIP Documents, and, including, without limitation, this Final Order, and documents pertaining or relating to any plan of reorganization (including, without limitation, the Prepackaged Plan), including any plan confirmation order, the terms of the DIP Documents and this Final Order shall govern and control.

29. Effect of Appeal. Consistent with section 364(e) of the Bankruptcy Code, if any or all of the provisions of the Interim Order and this Final Order are hereafter modified, vacated or stayed on appeal:

(a) such stay, modification or vacation shall not affect the validity of any obligation, indebtedness, liability or DIP Liens granted, created or incurred by the Debtors to the DIP Agent and DIP Lenders prior to the effective date of such stay, modification or vacation, or the validity, enforceability or priority of any DIP Liens, priority or right authorized or created under the original provisions of the Interim Order, this Final Order or pursuant to the DIP Documents; and

(b) any indebtedness, obligation or liability incurred by the Debtors to the DIP Agent and the DIP Lenders under the DIP Documents prior to the effective date of such stay, modification or vacation shall be governed in all respects by the original provisions of the Interim Order, this Final Order and the DIP Documents, and the DIP Agent and the DIP Lenders shall be entitled to all the rights, remedies, privileges and benefits, including, without limitation, the DIP Liens and priorities granted herein and pursuant to the DIP Documents, with respect to any

such indebtedness, obligation or liability. All DIP Credit Extensions under the DIP Documents are made in reliance upon the Interim Order and this Final Order, and, therefore, the indebtedness resulting from such DIP Credit Extensions prior to the effective date of any stay, modification or vacation of the Interim Order and this Final Order cannot (i) be subordinated, (ii) lose the priority of the DIP Liens, or (iii) be deprived of the benefit of the Superpriority DIP Claim granted to the DIP Agent and DIP Lenders under the Interim Order, this Final Order or the DIP Documents, as a result of any subsequent order in any one of these chapter 11 cases, or any superseding cases, of the Debtors.

30. Effectiveness. This Final Order shall take effect and be enforceable immediately upon entry hereof notwithstanding any contrary Bankruptcy Rule or Rule of Civil Procedure and there shall be no stay of execution or effectiveness of this Final Order. This Final Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, and shall take effect and be fully enforceable nunc pro tunc to the Petition Date immediately upon execution hereof.

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

Dated: September 14, 2012
New York, New York

/s/ Shelley C. Chapman
HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE