

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

THERMO CREDIT LLC,)
)
 Plaintiff,)
)
 vs.) No. 14 L 050087
)
 UNILAVA CORPORATION,)
 TELAVA NETWORKS, INC.)
 TELAVA MOBILE, INC.)
 TELAVA ACQUISITIONS, INC.)
 IBFA ACQUISITIONS, INC)
 AND TELEVA WIRELESS, INC.)
)
 Defendants.)

AGREED ORDER

This cause coming to be heard on the parties' joint motion for entry of this agreed order for appointment of a ~~new~~ receiver and stay of certain below described citation proceedings, notice being waived, and the Court being advised in the premises, now, therefore

IT IS HEREBY ORDERED THAT:

1. Scott Howsare is hereby appointed instanter as receiver of IBFA (the "Receiver") with full authority to (i) manage the business affairs of IBFA, including its revenue and expenses, and (ii) make decisions and give directions to IBFA's employees in the regular course of the business; any transactions or other matters outside the regular course of the business must be agreed to by the parties hereto and/or ordered by the Court;

2. The Receiver shall undertake an initial evaluation of IBFA's operations, cash flow, profitability, and valuation, and submit a written report of same to the parties within two weeks of this Order. (The Receiver shall be reimbursed by Thermo Credit for air fare and hotel expenses incurred in visiting IBFA's offices, but shall not receive other compensation, during this two-week period.) *THEREAFTER, THE RECEIVER SHALL PROVIDE THE COURT WITH MONTHLY REPORTS.*

3. The Receiver shall manage IBFA's business with a view towards stabilizing its cash flow, writing off debt of questionable validity, and preparing IBFA for a UCC foreclosure proceeding subsequent sale through a UCC-1 sale (the "Sale"). The Receiver's compensation shall be in an amount that is usual, customary, and reasonable for Cook County, Illinois for services of the kind Rendered by the Receiver, and shall be subject to Court review and approval in the event of any disagreement between parties or either party and the Receiver. The



parameters for the Receiver's compensation (e.g. fixed rate per hour or % of net profits) shall be disclosed to IBFA by Thermo in writing no later than the Receiver's submittal of his evaluation report. The Receiver's compensation shall be paid upon the receipt of revenues from the UCC-1 Sale; provided, however, that Thermo Credit may, upon written notice to IBFA, pay the Receiver's compensation before the UCC-1 sale on an interim basis, and be reimbursed for its payment of such compensation (without interest thereon), and airfare and hotel expenses reimbursed to the Receiver pursuant to this paragraph, from the proceeds of the Sale before crediting the proceeds to Thermo Credit's Judgment.

4. Upon the advice of the Receiver and completion of the UCC foreclosure proceedings, the parties shall schedule the Sale on a date and time, and at a location, that is in accordance with all legal requirements concerning notice to third-parties and consistent with maximizing the Sale price of IBFA. The Sale shall be by open-outcry auction. The parties contemplate that such Sale date will be within 60 days from the date of entry of this Order. Any disagreement between the parties regarding the scheduling of the Sale shall be decided by the Court using a commercial reasonableness standard.

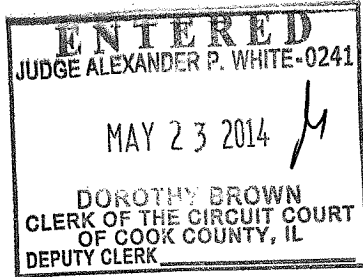
5. All proceeds of the Sale shall be paid to Thermo Credit and credited against the Judgment, except to the extent Sale proceeds are used to reimburse the Receiver in accordance with paragraph 2. IBFA's assets shall be sold to the highest bidder; provided, however, that if Thermo Credit (or any affiliate thereof) is the highest bidder, as credit bidder, as of the time the bidding is closed, IBFA shall have the right of first refusal to purchase IBFA's assets from Thermo Credit within 48 hours at a price \$1 higher than Thermo Credit's credit bid by tendering and delivering a certified cashier's check for the full amount of the purchase price within the 48 hours.

6. IBFA and Baldwin Yung, as an authorized representative of IBFA, hereby represent, acknowledge and agree that after January 27, 2014 all collections, revenue and monies paid to, due to and owing to IBFA from VLM International or any other entity or person have been deposited only in IBFA's First Merit Bank or Wells Fargo Bank account(s) and will in the future be deposited only in IBFA's First Merit Bank or Wells Fargo bank account(s) and that Receiver shall have sole control of each and every IBFA account at First Merit Bank and Wells Fargo Bank. This agreed order does not release Mr. Yung or any other officer or agent of IBFA from potential liability because of alleged violations of the restrictions contained in the citation to discover assets served on IBFA.

7. Based on paragraph 6 above, this Citation proceeding, including all prior orders of court, shall be stayed, except for the activities described in paragraphs 1 through 4 above. The Indiana federal court proceeding against VLM, International and the Cook County Circuit Court citation against Merit Bank shall be dismissed without prejudice within three court days of this order and relinquishment of sole control of IBFA's First Merit Bank account(s) to Receiver. IBFA, under the Receiver's sole authority, is hereby permitted to use all of its assets and future revenues to conduct its operations in the regular course of its business. The Receiver shall email weekly cash flow and other operating reports to the parties. All communications from the Receiver to either party shall be contemporaneously copied to the other party, without exception.



FRM does hereby ~~agree~~ ^{AKB} 8. Thermo Credit ~~has agreed to~~ post up to six hundred thousand (\$600,000) dollars of its judgment as a bond for the faithful performance by said receiver. Neither Thermo Credit nor the Receiver shall be responsible to pay any moneys over and above the credit set forth in the paragraph.



ENTER:

A handwritten signature in black ink, appearing to be "A. White", written over a horizontal line.

JUDGE

Thermo Credit, LLC

By: Joseph Maccini
Its attorney

IBFA Acquisitions, Inc.

By: M. B. Solito
Its attorney