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Duluth, Georgia 30097

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and Maryland

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June 29, 2001

VIA FEDERAL EXPRESS

Qualification/Tax Lien Section
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32314
(850) 488-9000

700004456253-7
-07/02/01--01080-01A
*****35.00 *****35.00
DIVISION OF STATE
CORPORATIONS
JUL -2 PM 12:00

Re: Amended Certificate of Authority for WorldxChange Corp. f/k/a
PT-I Long Distance, Inc.

Dear Sir/Madam:

In connection with the above-referenced matter, enclosed please find the following documents:

1. Two originals of the Amended Application for Certificate of Authority of a Foreign Corporation;
2. One Certificate of Fact issued by the Delaware Secretary of State;
3. A check in the amount of \$35.00 payable to the Florida Department of State in payment of the filing fee and the issuance of the Certificate of Authority; and
4. An original Consent to Use of Name executed by the President and Secretary of WorldxChange Communications, Inc., authorizing WorldxChange Corp. to use the name "WorldxChange", along with a copy of a Court Order issued by the United States Bankruptcy Court, and a Bill of Sale, which evidences WorldxChange Corp.'s legal rights to the name "WorldxChange".

Please return confirmation of filing to the undersigned in the envelope provided for your convenience. If you have any questions or require additional information regarding this filing, please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely,

Charlotte Lacey

Charlotte Lacey
Legal Assistant to Lance J.M. Steinhart, P.C.

* This amend was
orig filed in error
to F990000000912-
corrected 8-13-01
SP

N/C

Enclosures

c: Mr. Gary Wasserson (w/enc)

V. SHEPARD JUL 10 2001

WORLDxCHANGE COMMUNICATIONS, INC.

945 E. Paces Ferry Road

Atlanta, GA 30326

(404) 760-5340

CONSENT TO USE OF NAME

WorldxChange Communications, Inc. ("WXC"), a corporation organized under the laws of the State of Delaware, hereby consents to the organization-qualification of WorldxChange Corp., a Delaware corporation, in the State of Florida. Pursuant to a Court Order issued by the United States Bankruptcy, Northern District of Illinois, Eastern Division, the parent company of WorldxChange Corp. has purchased all of WorldxChange Communications, Inc.'s assets employed in its operations in the United States, including the rights to the name "WorldxChange." A copy of said Court Order is attached hereto along with a copy of a Bill of Sale executed in connection with the sale.

IN WITNESS WHEREOF, the said WorldxChange Communications, Inc. has caused this consent to be executed by its President and attested to by its Secretary, this

28th day of June, 2001.

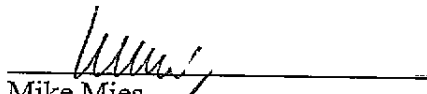
By



W. Tod Chmar, President

WorldxChange Communications, Inc.

Attest:



Mike Mies

Title: Secretary

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
01 JUL -2 PM 12:00

1. PT-I Long Distance, Inc.
Name of corporation as it appears on the records of the Department of State.
2. Delaware
Incorporated under laws of
3. 6/13/00
Date authorized to do business in Florida

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? 6/7/2001

5. WORLDxCHANGE CORP.
Name of corporation after the amendment, adding suffix "corporation" "company" or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation.

6. If the amendment changes the period of duration, indicate new period of duration.

No change
New Duration

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

No change
New Jurisdiction


Signature

6/26/01
Date

GARY J. WASSERSON
Typed or printed name

CEO
Title

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "PT-I LONG DISTANCE, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "WORLDXCHANGE CORP.", THE SEVENTH DAY OF JUNE, A.D. 2001, AT 11 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3234808 8320

AUTHENTICATION: 1218365

010314257

DATE: 06-28-01

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

In the Matter

-of-

World Access, Inc. *et. al.*,

Debtor.

x

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:

:

:

:

:

:

:

:

x

Chapter 11

Case No. 01-B-14633

CHAPTER 11 DEBTOR'S BILL OF SALE

THIS BILL OF SALE is delivered as of this 4th day of June, 2001, by WORLDxCHANGE COMMUNICATIONS, INC., a Delaware corporation and debtor in possession ("Seller"), to PT-1 COUNSEL, INC, aka PT-I LONG DISTANCE, INC., a Delaware corporation ("Buyer").

WITNESSETH:

WHEREAS, on April 24, 2001, Seller filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Court"), and is acting as debtor in possession;

WHEREAS, for the consideration and upon the terms set forth below and pursuant to Sections 363 and 365 of the Bankruptcy Code, Seller desires to sell and transfer to Buyer all of Seller's rights, title and interests in and to certain assets of Seller described herein;

WHEREAS, Counsel Corporation as the Successful Bidder has exercised its right under the Sale Order to assign its rights and obligations to acquire the Purchased Assets to Buyer its designee and affiliate; and

WHEREAS, Seller has obtained approval of the transactions contemplated herein from the Court pursuant to the Order Approving Auction Sale, a copy of which is attached hereto as Exhibit A (the "Sale Order");

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Sale Order.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Conveyance. Seller hereby (a) acknowledges receipt of the purchase price for the Purchased Assets (as defined below) and (b) grants, conveys, transfers, sells, assigns and delivers to Buyer all of Seller's rights, title and interests in and to the Purchased Assets. As used herein, "Purchased Assets" means all of the assets of Seller generally consisting of all assets employed in the operations of Seller's business in the United States, real or personal, tangible or intangible, including, without limitation, furniture, fixtures, equipment, inventory, accounts receivable, bank lockboxes, prepaid expenses and deposits, rights, insurance policies and proceeds, chattel, choses in action, licenses, permits, authorizations and applications from any governmental authority, software programs and related technology, records, data and documentation, and all corrections, changes, modifications and enhancements thereto, all patents, patents pending, copyrights, trademarks, tradenames and other intellectual property, including the tradename "WorldxChange", together with the goodwill therein, and inclusive of all source code, object code, scripts, routines, commentary, compilations and instructions, and all rights to sue for any past or future infringements of the foregoing rights and assets; provided, however, that the Purchased Assets shall exclude the following assets:

- (i) all stock or other equity interests in WxC subsidiaries and affiliates not engaged in a U.S. trade or business or having assets located in the U.S.;
- (ii) all avoidance actions or recovery actions under 11U.S.C. §§ 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553;
- (iii) all intercompany accounts receivable (as specified in the Court's May 23, 2001 Order);
- (iv) all assets exclusively relating to Guatemala, El Salvador operations;
- (v) all overseas IRU's (as defined on the record at the Auction) not used as part of WxC's domestic (U.S.) business; and
- (vi) cash, and cash equivalents, including WxC's cash collateral account.

2. Sale is As-Is, Where-Is. PURSUANT TO THE SALE ORDER, BUYER UNDERSTANDS AND AGREES THAT THE SALE OF THE ASSETS IS "AS IS, WHERE IS" WITH NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO TITLE, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

3. Enforceability. This Bill of Sale shall be binding upon Buyer and Seller, and their respective successors and assigns.

4. Counterparts. This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

5. Receipt. The Buyer hereby acknowledges receipt of the Purchased Assets, and accepts the Purchased Assets subject to the foregoing terms.

6. Executory Contracts and Unexpired Leases. The parties acknowledge that Seller is party to certain executory contracts and unexpired leases as referenced in paragraph 6(c) of the Sale Order. Buyer has directed Seller to reject certain executory contracts and unexpired leases and Buyer desires to continue in force, on a temporary basis, such executory contracts and unexpired leases not specifically rejected until such time as such executory contracts and unexpired leases are rejected by Seller or assumed by the Seller and assigned to Buyer pursuant to an appropriate motion brought by the Seller in accordance with the parties' Transition Services Agreement dated on or about the date hereof and the Sale Order. The Purchased Assets shall not include any executory contracts or unexpired leases that are not assumed by the Seller and assigned to and expressly assumed by Buyer (the "Assumed Contracts"). Other than liabilities for cure amounts and on-going liabilities relating to or arising in connection with the Assumed Contracts or as expressly provided for in an order or other express agreement, Buyer is not assuming, and shall not be liable for, any liabilities, obligations or claims of or against Seller and Buyer is not, and shall not be, deemed a successor to Seller.

7. Further Assurances. Buyer and Seller covenant and agree to take such steps and execute such documents as may reasonably be necessary to effectuate the transfer of the assets as contemplated by the Sale Order and this Bill of Sale.

IN WITNESS WHEREOF, Seller and Buyer have caused this Bill of Sale to be executed and delivered as of the date first written above.

[Signatures appear on following pages]

FROM HERRICK, FEINSTEIN LLP

(FRI) 6. 8' 01 18:45/ST. 18:43/NO. 4260647422 P 5

JUN 04 2001 22:36 FR HERRICK FEINSTEIN

TEL: 404 262 9911

212 889 7577 TO 14042629911

P. 004

P. 28/41

SIGNATURE PAGE
TO
CHAPTER 11 DEBTOR'S BILL OF SALE

SELLER:

WORLDxCHANGE COMMUNICATIONS, INC.

LAMBERTH, BONAFEL CIFELLI & STOKES, P.A.

By: *for Cifelli*

Name: Jar. Cifelli

Title: Attorney for WORLDxCHANGE COMMUNICATIONS, INC.

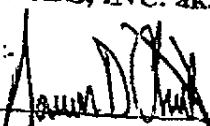
FROM HERRICK, FEINSTEIN LLP

(FRI) 6. 8' 01 18:45/ST. 18:43/NO. 4260647422 P 4

SIGNATURE PAGE
TO
CHAPTER 11 DEBTOR'S BILL OF SALE

BUYER:

PT-1 COUNSEL, INC. aka PT-1 LONG DISTANCE, INC.

By: 

Name: ND Chirite

Title: Authorized Signatory

Exhibit A

Sale Order

See attached.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:

WORLD ACCESS, INC., et al,

Debtors and Debtors in
Possession.

Chapter 11

Case No. 01 B 14633
(jointly administered)

Hon. Susan Pierson Sonderby

ORDER APPROVING AUCTION SALE

This matter came to be heard on the Motion for an Order (1) Authorizing the Sale of the U.S. Retail Operations of WorldxChange Communications, Inc. or the Assets Relating Thereto and Granting Other Relief; (2) Establishing Procedures for Bids; and (3) Shortening Time for Notice of Approval of the Sale (the "Motion") filed by WorldxChange Communications, Inc. ("WxC"), one of the above captioned debtors and debtors in possession (the "Debtors") (capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion); the Court having entered an Order (1) Shortening Time for Notice of Approval of Sale; (2) Establishing Procedures for Bids to Purchase U.S. Retail Operations or Assets Used in Connection Therewith; and (3) Scheduling Hearing on Sale of Assets or Operations (the "Order"); notice of the Auction having been served in accordance with the provisions of the Order; the Auction having been conducted on May 24, 2001 and the statements and representations set forth on the record of the Auction are made a part hereof as ^{it} fully set forth; the Successful Bidder at the Auction for certain of the assets of WxC being Counsel Corporation (the "Purchaser"); the Court having conducted the Sale Hearing on May 25, 2001 and the Court having heard the statements of counsel in support of the relief requested in the Motion (the "Approval Hearing"); and it appearing to the Court that: (a)

the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A); (c) a sound business purpose exists for the sale of the Purchased Assets (as defined herein); (d) notice of the Motion, the Auction and the Approval Hearing was sufficient under the circumstances; (e) the sale of the Purchased Assets (as hereinafter defined) has been proposed in good faith and at arms length; (f) the price paid for the Purchased Assets (as hereinafter defined) is fair, reasonable and adequate; (g) the relief granted herein is in the best interests of the Debtor and its estate and creditors; and (h) the legal and factual bases set forth in the Motion and at the Approval Hearing establish just cause for the relief granted herein; the Official Committee of Unsecured Creditors (the "Committee") in these cases and Mark Pavol, in his capacity as Trustee of the D&K Grantor Retained Annuity Trust (the "Trust"), which holds a security interest in the Purchased Assets (as hereinafter defined) having stated their support for the entry of this Order, and the Court otherwise being fully advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Debtor shall be, and hereby is, authorized to sell the Purchased Assets (as hereinafter defined) to the Purchaser or to its designee or assignee;
2. The closing of the sale of the Purchased Assets (as hereinafter defined) (the "Closing") shall take place at the offices of Lamberth, Bonapfel, Cifelli & Stokes P.A., 3343 Peachtree Road, N.E. Suite 550, Atlanta, GA 30326, within five business days following the entry of this order (the "Closing Date"), provided, however, that the Closing shall not be extended for the purpose of affording Purchaser additional time to complete its review of WxC's leases and contracts or to submit the list of Assumed Contracts (as hereinafter defined), unless otherwise ordered by the Court or agreed upon by WxC, the Committee, the Purchaser, and the Trust. With

respect to the Closing, time is of the essence. On or before the Closing, the Purchaser and WxC shall agree upon reasonable terms and consideration for reciprocal access to billing, MIS, accounting and other systems, services and software that the Debtors and certain non-debtor subsidiaries utilize in the operation of their business to provide for an orderly transition and to enable the Purchaser to continue to conduct the business following the Closing (the "Transition Agreement");

3. WxC is hereby authorized, empowered and directed, pursuant to 11 U.S.C. § 363(b) and (f), to sell the Purchased Assets to the Purchaser pursuant to and in accordance with the terms and conditions of the Successful Bid, and, pursuant to 11 U.S.C. § 363, good and valid title to the Purchased Assets shall pass to the Purchaser at closing, free and clear of any and all liens (including, without limitation, mechanics', materialmen's and other consensual and non-consensual liens and statutory liens), security interests, encumbrances and claims (as defined in 11 U.S.C. § 101(S)), reclamation claims, mortgages, pledges, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, rights of first refusal, contracts, offsets, recoupment, rights of recovery, judgments, orders, claims for reimbursement, contribution, indemnity or exoneration, and decrees of any court or foreign or domestic governmental entity, interests, products liability, alter-ego, environmental, successor liability, tax and any and all other liabilities and claims, to the fullest extent of the law, in each case whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, or known or unknown, whether arising prior to, on, or subsequent to the Petition Date, whether

imposed by agreement, understanding, law, equity or otherwise (collectively, the "*Liens and Claims*"). All of the Debtor's right, title and interest in and to the Purchased Assets (as hereinafter defined) shall be, and hereby is, sold and transferred to the Purchaser free and clear of all Liens and Claims, with such Liens and Claims to attach to the proceeds received by the Debtors, with the same force and effect that such Liens and Claims now have, subject to further order of the Court. Title to the Purchased Assets (as hereinafter defined) shall pass to the Purchaser upon Closing;

4. The transactions contemplated by the Successful Bid have been bargained for and undertaken by the Purchaser and the Debtors at arm's length, without collusion, and in good faith within the meaning of 11 U.S.C. §363(m);

5. Pursuant to 11 U.S.C. §363(m), if any or all of the provisions of this Order are hereafter reversed, modified, or ~~vacated~~ *vacated* by a subsequent order of this Court or any other court, such reversal, modification, or ~~vacatur~~ *vacatur* shall not affect the validity and enforceability of any obligation or right granted pursuant to the terms of this Order, and notwithstanding any reversal, modification, or ~~vacatur~~ *vacatur* of this Order, any actions taken by either the Purchaser or Debtors pursuant to the terms of this Order prior to the effective date of any such reversal, modification, or ~~vacatur~~ *vacatur* shall be governed in all respects by the original provisions of this Order and the Successful Bid, as the case may be;

6. The Court hereby approves the bid of the Purchaser, which bid by the Purchaser is as follows:

(a) The Purchaser shall purchase all of the assets of WxC generally consisting of all assets employed in the operations of WxC's business in the United States and the stock of the WxC Canadian subsidiary (the "*Purchased Assets*"), including, without limitation, all retail and

wholesale receivables and all other tangible and intangible assets excluding, however, the following assets of WVC:

- (i) all stock or other equity interests in WxC's subsidiaries and affiliates not engaged in U.S. Trade or business or having assets located in the U.S., except the Canadian subsidiary which shall expressly be included;
- (ii) all avoidance actions or recovery actions under 11 U.S.C. §§ 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553;
- (iii) all intercompany accounts receivable (as specified in the Court's May 23, 2001 Order approving the settlement between the Committee and the Trust);
- (iv) all assets exclusively relating to Guatemala, El Salvador and their operations;
- (v) all overseas IRU's (as defined on the record at the Auction) not used as part of WxC's domestic (U.S.) business; and
- (vi) cash, and cash equivalents, including WxC's cash collateral account.

(b) The Purchaser shall pay, at Closing, USD \$15,000,000 (Fifteen Million U.S.

Dollars) for the Purchased Assets (the "Purchase Price"), which Purchase Price shall, at the Closing, be adjusted, on a dollar for dollar basis, upward or downward, in an amount equal to the amount by which the WxC retail accounts receivable, as of the Closing, differ from the amount of WxC's U.S. retail accounts receivable existing as of the close of business on May 24, 2001, calculated on a consistent basis in accordance with WxC's post-petition practice and as calculated by WxC for purposes of demonstrating adequate protection in connection with WxC's motion for authority to use cash collateral;

• To the extent requested by the Purchaser by The Closing Date

• To the extent requested by
the Purchaser by The Closing Date

(c) The Purchaser shall, as soon as practicable, and by the Closing Date, provide

the Debtor with a written list of leases and executory contracts which the Purchaser desires the Debtor to assume and assign to the Purchaser (the "Assumed Contracts") and a written list of leases and executory contracts which Purchaser wishes the Debtor to reject. Purchaser shall have up to

thirty days (or such lesser period as requested by the Purchaser in the written notice given to the
 → WCL shall pay all payables as due as well as all payroll accrued
 through the closing date, as outlined in WCL's cash collateral bid

The Purchaser will be solely responsible for all costs relating to all assumed contracts.

Debtor by the Closing or such longer period as agreed upon by the Purchaser, the Debtors and the Committee) from the Closing Date to advise the Debtor of its intentions with regard to those remaining executory contracts and leases that the Debtor has not assumed and assigned and/or rejected, it being understood that Purchaser shall be obligated to pay the carrying costs and any and all other charges and expenses for such leases and executory contracts during the period from the Closing Date to the date of rejection or assumption and assignment of the remaining executory contracts and leases. Within the foregoing periods pursuant to which Purchaser may determine its intentions with respect to the leases and executory contracts, the Debtor shall file motions to assume and assign the leases and executory contracts and, alternatively provide notices of rejection, at Purchaser's direction. The Purchaser shall be obligated to pay the full Purchase Price at Closing whether or not the Purchaser has provided the Debtor with the list of Assumed Contracts.

(d) On May 25, 2001, the Purchaser shall provide the Debtor, via wire transfer to the law firm of Karten Muchin Zavis (counsel to the Debtors), with an earnest money deposit in the amount of USD \$1,500,000 (One Million Five Hundred Thousand U.S. Dollars), to be held in trust by Debtors' counsel subject to either Closing or further Court Order (all of the above is referred to as the "Successful Bid"), which earnest money deposit shall be forfeited if the Purchaser fails to close on the terms set forth herein by the Closing Date.

(e) The Purchaser shall employ approximately one hundred ten (110) of WxC's employees on substantially the same employment terms as presently exist; and

(f) WxC bears no responsibility for curing any defaults on any executory contracts or unexpired leases (other than the post-petition date (April 24, 2001) costs of the Siemens contracts), and there shall be no adjustment to the Purchase Price for any executory contracts or unexpired leases that the Purchaser decides (for any reason) not to assume.

7. The Court hereby approves, as the second best bid, the bid of the Trust, which bid is substantially similar in all respects to the Successful Bid except that the Purchase Price offered by the Trust is USD \$14,900,000, which Purchase Price is a credit bid pursuant to 11 U.S.C. §363(k) (the "Second Bid"). The Debtor is hereby authorized to accept and close on the Second Bid if the Successful Bid fails to close in accordance with the terms of this Order;

8. The transfer of the Purchased Assets pursuant to the Successful Bid: (a) is a legal, valid and effective transfer of the Purchased Assets from the WxC to the Purchaser; (b) vests in the Purchaser all right, title and interest of WxC in and to the Purchased Assets; (c) constitutes a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the United States, any State, territory or possession, or the District of Columbia; and (d) does not and will not subject the Purchaser to any liability by reason of such transfer under any laws of the United States, any State, territory or possession, or the District of Columbia applicable to such transfer based in whole or in part, directly or indirectly, on any theory of law, including without limitation, any theory of successor or transferee liability;

9. The Successful Bid is approved, including all of the terms and provisions of the Successful Bid, and the Debtors are authorized to consummate and perform their obligations under the Successful Bid, and to execute all documents and instruments of assignment, transfer and sale that are necessary and appropriate to implement the Successful Bid;

10. Except as otherwise provided in this Order, all parties and/or entities asserting Liens and Claims against the Purchased Assets are hereby permanently enjoined and precluded from: (a) pursuing such Liens and Claims against the Purchased Assets; (b) asserting, commencing or continuing in any manner any action or claim against the Purchaser (or any of its subsidiaries or affiliates) or any director, officer, agent, representative or employee of the Purchaser or any lender

who received notice of the Motion or the Order

to or investor in the foregoing entities (collectively, the "*Protected Parties*") or against any Protected Party's assets or properties on account of such Liens and Claims; (c) the enforcement, attachment, collection or recovery, by any manner or means, of any judgment, award or decree or order against the Protected Parties or any assets or properties of the Protected Parties on account of such Liens and Claims; (d) creating, perfecting or enforcing any encumbrance of any kind against the Protected parties or any properties or assets of the Protected Parties on account of such Liens and Claims; (e) asserting any set off, right of subrogation or recoupment of any kind against any obligations due to the Protected Parties on account of such Liens and Claims; and (f) any action, in any manner, in any place whatsoever, affecting the Purchased Assets that otherwise does not conform to or comply with the provisions of this Order;

11. Upon the Closing and upon payment of the Purchase Price, all holders of Liens and Claims against the Purchased Assets shall hereby release: (a) the Purchaser and the Purchased Assets from any and all Liens and Claims or liabilities based upon any act or occurrence or failure to act taken before the date of this Order arising out of the business or affairs of the Debtors or their estates or the Purchased Assets; and (b) the respective present and former directors, officers, employees, agents, representatives, financial advisors, attorneys and accountants of the Purchaser, from Liens and Claims that holders of Liens and Claims may be entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, against the Debtors or their estates based in whole or in part upon any act or omission, transaction or the occurrence taking place on or before the Closing in any way relating to the Debtors, the Debtors' chapter 11 cases, or the Purchased Assets;

12. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instructions necessary and appropriate to consummate

authorized

the transactions contemplated by the Successful Bid, including, without limitation, documents and instruments for recording in any governmental agency or department required to transfer to the Purchaser the names necessary for the operations that are associated with the Purchased Assets;

13. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Liens and Claims against or in the Purchased Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all Liens and Claims that the person or entity has with respect to the Purchased Assets or otherwise, the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Purchased Assets, and any and all governmental authorities are authorized and directed to accept such statements, instruments, releases and other documents for filing;

14. All entities who are presently, or on the Closing date may be, in possession of some or all of the Purchased Assets are hereby directed to surrender possession of the Purchased Assets to the Purchaser on the Closing;

15. The Purchaser's agreement to purchase the Purchased Assets is unconditional and the Purchaser is solely responsible for all regulatory or governmental consents, approvals and issues regarding its purchase of the Purchased Assets;

16. The Debtors are hereby authorized and empowered to execute and deliver any and all instruments as may be required to effectuate the terms of the Successful Bid and this Order. The Successful Bid and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by the parties and approved by

the Trust and the Committee, and in accordance with the terms thereof without further order of the Court provided that any such modification, amendment, or supplement is not material;

17. Upon the Closing, the Debtors are authorized and directed to distribute the proceeds received at Closing to, or at the direction of, the Trust, without offset;

18. Other than liabilities or cure amounts relating to or arising in connection with the Assumed Contracts, the Purchaser is not assuming, and shall not be liable for, any liabilities, obligations or claims of or against WxC and the Purchaser is not, and shall not be, deemed a successor to WxC;

19. The Sale approved by this Order is not subject to avoidance pursuant to 11 U.S.C. §363(n);

20. All of the terms and provisions of the Successful Bid and this Order shall be binding in all respects upon, and shall inure to the benefit of the Purchaser, the Debtors, the Debtors' estates, and their successors and assigns including, without limitation, any chapter 11 trustee hereinafter appointed for the debtors or any trustee appointed in a chapter 7 case if any of the Debtors' cases are converted from chapter 11, and this Order shall survive the appointment of such a trustee or the conversion of these cases to cases under chapter 7 of the Bankruptcy Code;

21. This Court shall retain exclusive jurisdiction to enforce the provisions of this Order and the Successful Bid and to resolve any dispute arising in or relating to this Bankruptcy Code concerning this Order, the Successful Bid, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Successful Bid and this Order, including, but not limited to, interpretation of the terms, conditions and provisions thereof, and the status, nature and extent of the Purchased Assets, and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the Purchased Assets free and clear of Liens and Claims;


22. Nothing contained herein shall affect the rights of the operating subsidiaries of Verizon Communications, Inc. (collectively, "Verizon") or otherwise transfer to the purchaser any contracts between WxC and Verizon, including, without limitation, the billing and collection contracts between WxC and Verizon and the wholesale services that Verizon provides to WxC pursuant to agreements set forth in applicable tariffs (collectively, the "Verizon/WxC Agreements"). All rights, if any, of Verizon are expressly preserved, including, without limitation, its claims against WxC, its setoff and recoupment rights, and its rights to object to the assumption and assignment of the Verizon/WxC Agreements;

23. The sale authorized herein shall be afforded the protections of Section 1146(c) of the Bankruptcy Code; and

24. As provided by Bankruptcy Rules 6004(g), 6006(d) and 7062, because time is of the essence, this Order shall be effective and enforceable immediately upon entry.

May 25, 2001.

ENTERED:


Susan Pierson Sonderby
Chief United States Bankruptcy Judge