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October 15, 2002

**FILED<sup>3</sup>**

OCT 15 2002

Missouri Public  
Service Commission

The Honorable Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102-0360

Re: WorldxChange Corp. and RSL COM U.S.A., Inc.  
Case No. XM-2003-0120

Dear Judge Roberts:

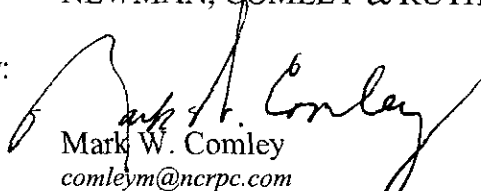
Pursuant to the Commission's Order Directing Filing dated October 11, 2002, please find enclosed for filing in the referenced matter the original and five copies of two orders issued by the U.S. Bankruptcy Court, Southern District of New York, *In re RSL COM Primecall, Inc. and RSL COM U.S.A., Inc.*

Please contact me if you have any questions regarding this filing. Thank you.

Very truly yours,

NEWMAN, COMLEY & RUTH P.C.

By:

  
Mark W. Comley  
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MWC:ab

Enclosure

cc: Office of Public Counsel  
General Counsel's Office  
William B. Wilhelm, Jr.  
Eric Fishman

FILED<sup>3</sup>

OCT 15 2002

Missouri Public  
Service Commission

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re : Chapter 11  
  
RSL COM PRIMECALL, INC., and : 01-11457 (ALG)  
RSL COM U.S.A., INC., : 01-11469 (ALG)  
: Jointly Administered  
  
Debtors. :  
-----X

**ORDER PURSUANT TO SECTIONS 105, 363 AND 1146 OF THE  
BANKRUPTCY CODE: (A) AUTHORIZING THE DEBTOR TO SELL  
CERTAIN OF ITS ASSETS, FREE AND CLEAR OF ALL LIENS, CLAIMS,  
INTERESTS AND ENCUMBRANCES; (B) APPROVING ASSET PURCHASE  
AGREEMENT AND OTHER AGREEMENTS RELATED THERETO;  
(C) AUTHORIZING THE DEBTOR TO CONSUMMATE ALL  
TRANSACTIONS CONTEMPLATED BY SUCH  
AGREEMENTS; AND (D) GRANTING RELATED RELIEF**

Upon the motion (the "Sale Motion"), dated April 11, 2002, of RSL Com U.S.A., Inc., one of the administratively consolidated debtors herein (the "Debtor" or "Seller"), for an order pursuant to sections 105, 363 and 1146 of Title 11 of the United States Code (the "Bankruptcy Code"), as supplemented by Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), *inter alia*, (a) approving that certain Asset Purchase Agreement dated as of March 25, 2002 (the "Asset Purchase Agreement")<sup>1</sup> between the Debtor and Counsel Springwell Communications LLC or its designee (the "Successful Bidder"), (b) authorizing the Debtor to take all steps necessary or appropriate to consummate the Asset Purchase Agreement; (c) authorizing the sale of the Enterprise Business to Purchaser free and

<sup>1</sup> Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Asset Purchase Agreement or the Sale Motion.

clear of all liens, claims, interests and encumbrances other than the Assumed Liabilities; and (d) granting related relief, all as more fully set forth in the Sale Motion; and upon the Order to Show Cause, dated April 11, 2002 (the "Scheduling Order"), which scheduled (i) a hearing (the "Bidding Procedures Hearing") to consider approval of the Bidding Procedures and other relief, and (ii) a hearing (the "Sale Hearing," and together with the Bidding Procedures Hearings, the "Hearings") to consider the remainder of the relief sought by the Sale Motion; and the Bidding Procedures Order, dated April 29, 2002 having been entered; and upon the full record of the Hearings, including the findings of the Court; and upon all of the submissions filed herein and all prior proceedings in this case; and upon the affidavits of service reflecting compliance with the notice requirements contained in the Scheduling Order; and any other objections filed having been **resolved and** withdrawn; and after due deliberation and sufficient cause appearing therefor; it is

**HEREBY FOUND AND DETERMINED THAT**

A. The statutory predicates for the relief sought in the Sale Motion are sections 363(b)(1), (f), (m) and (n) of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006.

B. As evidenced by the affidavits of service and the affidavits of publication filed with the Court, and based on the representations of counsel at the Sale Hearing, proper and adequate notice of the sale of the Enterprise Business has been provided, and no other or further notice is required.

C. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities, including (i) the United States Trustee, (ii) counsel for the Official Committee of Unsecured Creditors, and

(iii) all parties who have filed notices of appearances in these cases.

D. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtor has marketed the Enterprise Business and conducted the sale process in compliance with the Bidding Procedures approved by the Court.

E. The Debtor and Successful Bidder have full corporate power and authority to execute the sale of the Enterprise Business on the terms set forth in the Motion and the Asset Purchase Agreement annexed thereto.

F. The sale of the Enterprise Business is in the best interests of the Debtor's estate and the Debtor has demonstrated a sound business justification for the sale of the Enterprise Business outside of a plan of reorganization.

G. The sale of the Enterprise Business as described in the Motion was entered into between the Debtor and the Successful Bidder without collusion, in good faith and from arm's length bargaining positions. The Successful Bidder is not an "insider" or "affiliate" of the Debtor (as such terms are defined in the Bankruptcy Code). Neither the Debtor nor the Successful Bidder has engaged in any conduct that would cause or permit the Asset Purchase Agreement to be avoided under 11 U.S.C. § 363(m) and (n).

H. The Successful Bidder presented the highest and best offer for the Enterprise Business and will provide a greater recovery for the Debtor's estate than would be provided by any other practical alternative.

I. The transfer of the Enterprise Business to the Successful Bidder pursuant to the

Sale Motion will be a legal, valid, and effective transfer of the Enterprise Business, and vests or will vest the Successful Bidder with all right, title and interest of the Debtor to the Enterprise Business free and clear of all liens, claims, interests and encumbrances under Section 363(f) of the Bankruptcy Code (including, without limitation, liens claims, interests and encumbrances (i) that purport to give to any party a right or option to effect any forfeiture, modification or termination of the Debtor's or the Successful Bidder's interest in the Enterprise Business or (ii) in respect of taxes) of any kind or nature, except the Assumed Liabilities.

J. The findings of fact set forth above and conclusions of law stated herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact later shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.

**NOW THEREFORE IT IS HEREBY ORDERED THAT**

1. The Sale Motion is hereby approved in its entirety.
2. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits.
3. The Asset Purchase Agreement, and all the terms and conditions therein, including the condition that the Debtor assume and assign certain Contracts to the Successful Bidder in accordance with the Asset Purchase Agreement, is hereby approved, and the sale of the

Enterprise Business to the Successful Bidder is hereby authorized under Section 363(b) of the Bankruptcy Code.

4. On the Closing Date, the Successful Bidder will assume liabilities as set forth in the Asset Purchase Agreement and as listed on Schedule 3.1.

5. Upon closing, the Enterprise Business shall be transferred to the Successful Bidder free and clear of all liens, claims, interests and encumbrances pursuant to section 363(b), (f) and (m) of the Bankruptcy Code, except for (a) the setoff and recoupment rights of Billing Concepts under its agreement with the Debtor, and (b) those assumed pursuant to the Asset Purchase Agreement, with liens, claims, interests and encumbrances, if any, to attach to the proceeds of the sale in the order of their priority, with the same validity, force and effect which they now have as against the assets to be transferred, subject to any claims and defenses the Debtor may possess with respect thereto.

6. Except as expressly permitted by the Asset Purchase Agreement and this Sale Order, all persons and entities including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors that have held, that currently hold, or that may hold in the future, any liens, claims, interests or encumbrances of any kind and nature whatsoever against or in the Enterprise Business or the Debtor (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to the Debtor, its estate, officers, directors or shareholders, the Enterprise Business, or the transfer of the Enterprise Business to the Successful Bidder, hereby are forever barred, estopped, and permanently enjoined from asserting, prosecuting or otherwise pursuing against

the Successful Bidder, its successors or assigns, its property, or the Enterprise Business, such persons' or entities' lien, claim, interest or encumbrance.

7. On the Closing Date of the sale of the Enterprise Business, each of the Debtor's creditors is authorized and directed to execute such documents and take all other actions, if any, as may be necessary to release its liens, claims, interests or encumbrances in the Enterprise Business, if any, as such liens, claims, interests and encumbrances may have been recorded or may otherwise exist with any such liens, claims, interests and encumbrances to attach to the proceeds of the sale of the Enterprise Business.

8. All persons or entities who are presently, or on the Closing Date may be, in possession of some or all of the assets of the Enterprise Business are hereby directed to surrender possession of such assets to the Successful Bidder on the Closing Date.

9. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the Debtor and the Successful Bidder, in a writing signed by both parties, and in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement does not materially alter the Asset Purchase Agreement and is not inconsistent with this Sale Order.

10. The transactions contemplated by the Asset Purchase Agreement are undertaken by the Successful Bidder in good faith, as that term is used in section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Successful Bidder, unless such authorization is duly stayed pending such appeal. The Successful Bidder is a

purchaser in good faith of the Enterprise Business, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

11. The Debtor is authorized and directed to execute and deliver, and empowered to perform under, consummate and implement the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement, and to take all further actions as may be reasonably requested by the Successful Bidder for the purpose of assigning, granting and conveying to the Successful Bidder the Enterprise Business, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Asset Purchase Agreement.

12. The failure to specifically include any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety.

13. From and after the Closing Date, Successful Bidder shall assume, satisfy and discharge the Assumed Liabilities in accordance with the terms of, the Asset Purchase Agreement.

14. The process and procedure for the designation of Assigned Contracts by the Purchaser pursuant to the Asset Purchase Agreement or any amendment thereof, which will thereafter be subject to the Assumption and Assignment Orders, including the requirement that the Successful Bidder designate, within 30 days of the entry of the Sale Order or within such other additional time as shall be agreed to in writing by the Seller, the Official Committee of



Unsecured Creditors and the Successful Bidder, the Contracts it desires to become Assigned Contracts, is hereby authorized.

15. As among the Debtor, the operating telephone company subsidiaries of Verizon Communications Inc. ("Verizon") and the Successful Bidder, the terms of that certain Order Authorizing and Directing Assumption and Assignment of Executory Contracts Between the Debtor and the Operating Telephone Subsidiaries of Verizon Communications Inc. entered contemporaneously herewith shall control all aspects of the rights and obligations of the Debtor, Verizon and the Successful Bidder.

16. Any stipulations entered into pursuant to the Bankruptcy Case between the Debtor and any party to an Assigned Contract shall expire as of the date of the assumption and assignment of such Assigned Contract.

17. The Successful Bidder has not assumed or otherwise become obligated for any liabilities other than the Assumed Liabilities and has not purchased any of the Excluded Assets. Consequently, all holders of liens, claims, interests and encumbrances not associated with the Assumed Liabilities are hereby enjoined from asserting or prosecuting any claim or cause of action against the Successful Bidder or the Enterprise Business. All persons having any interest in the Excluded Assets are hereby enjoined from asserting or prosecuting any claim or cause of action against the Successful Bidder for any liability associated with the Excluded Assets.

18. As of the Closing Date, subject to its obligation to pay Cure Amounts (as defined in the Scheduling Order), in connection with the Assigned Contracts, the Debtor shall not be responsible for any Assumed Liability and all holders of Assumed Liabilities are hereby

enjoined from asserting or prosecuting any claim or cause of action against the Debtor or its estate to recover any claim that constitutes an Assumed Liability. All persons having an interest in the Assumed Liabilities are hereby enjoined from asserting or prosecuting any claim or cause of action against the Debtor for any liability associated with an Assumed Liability.

19. The consideration provided by the Successful Bidder for the Enterprise Business under the Asset Purchase Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia. The consideration provided by the Successful Bidder for the Enterprise Business under the Asset Purchase Agreement is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

20. The Successful Bidder shall have no liability or responsibility for any liability or other obligation of the Debtor arising out of the operation of the Enterprise Business or under or related to the assets employed therein (except the Assumed Liabilities and payment of the Purchase Price in accordance with the terms of this Sale Order and the Asset Purchase Agreement). Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the Asset Purchase Agreement, the Successful Bidder shall not be liable for any claims against the Debtor or any of its predecessors or affiliates except as set forth in the Asset Purchase Agreement, and the Successful Bidder shall have no equitable, successor or vicarious liabilities of any kind or character whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent in any way related to the Debtor or any obligations of the Debtor arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in

connection with, or in any way relating to the operation of the Enterprise Business prior to the Closing Date.

21. The terms and provisions of the Asset Purchase Agreement and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtor, its estate, and its creditors, the Successful Bidder, and their respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting liens, claims, interests and encumbrances against the Enterprise Business to be sold to the Successful Bidder pursuant to the Asset Purchase Agreement, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

22. Pursuant to section 1146(c) of the Bankruptcy Code, all transfers and the execution, delivery or recordation of any instruments of transfer in connection with the Asset Purchase Agreement are exempt from any and all stamp, transfer, recording and other similar taxes imposed upon such sale or transfer under any Federal, State or local law.

23. This Court retains sole and exclusive jurisdiction to enforce and implement the terms and provisions of this Sale Order, including, but not limited to, retaining jurisdiction (a) to compel delivery of the Enterprise Business to the Successful Bidder, (b) to interpret, implement and enforce the provisions of this Sale Order, and (c) over all matters arising from or related to the sale of the Enterprise Business, the Asset Purchase Agreement and related agreements, the implementation thereof and this Sale Order.

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

Dated: New York, New York  
May 23, 2002

/s/ Allan L. Gropper  
UNITED STATES BANKRUPTCY JUDGE

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