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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:

  
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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

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

Missouri Public  
Service Commission

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In re	:	Chapter 11 Case Nos.
	:	
RSL COM PrimeCall, Inc. and	:	01-11457 (ALG) and
RSL COM U.S.A., Inc.,	:	01-11469 (ALG)
	:	(Jointly Administered)
Debtors.	:	

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**ORDER AUTHORIZING ASSUMPTION AND ASSIGNMENT OF  
EXECUTORY CONTRACTS BETWEEN RSL COM U.S.A., INC.  
AND THE OPERATING TELEPHONE COMPANY  
SUBSIDIARIES OF VERIZON COMMUNICATIONS INC.**

To effectuate the requirements of that certain Sale Order<sup>1</sup> entered concurrently herewith with respect to the assumption and assignment orders contemplated thereby, and upon the motion of the operating telephone company subsidiaries of Verizon Communications Inc.<sup>2</sup> (such subsidiaries collectively, "Verizon") to compel RSL Com PrimeCall, Inc. ("PrimeCall") and RSL Com U.S.A., Inc. ("USA"; PrimeCall and U.S.A. together, the "Debtors") to comply with Section 365 of title 11 of the United States Code (the "Bankruptcy Code") and assume or reject executory contracts between the Debtors and Verizon (the "Assumption/Rejection Motion"), and to set all terms and conditions in connection with the assumption and assignment of the executory contracts between USA and Verizon, **upon the record of the hearing on May 23, 2002**, and after due deliberation and sufficient cause appearing therefor, it is

<sup>1</sup> The Sale Order is the "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 Agreements and Other Agreements Related Thereto; (C) Authorizing The Debtor to Consummate All Transactions Contemplated By Such Agreements; (D) Approving Bidding Procedures, Including payment of Break-Up Fee; (E) Approving Form and Manner of Notice of Sale; (F) Scheduling a Hearing to Consider Final Approval of Sale Agreement; and (G) Granting Related Relief."

<sup>2</sup> Such subsidiaries are: Verizon California Inc., Verizon Washington, DC Inc., Verizon Delaware Inc., Verizon Florida Inc., Verizon Hawaii Inc., Verizon Maryland Inc., Verizon New Jersey Inc., Verizon New York Inc.,

## HEREBY FOUND AND DETERMINED THAT

A. USA obtains various telecommunications services and facilities from Verizon in connection with the operations of its enterprise business (the "Enterprise Business"), including what are known as "access" circuits, "resale" lines and regular telephone lines, all as more particularly identified by the account numbers on Exhibit A hereto, pursuant to agreements set forth in applicable tariffs (all agreements with respect to the account numbers on Exhibit A, the "Verizon/RSL Agreements").

B. On April 11, 2002, USA filed its Sale Motion,<sup>3</sup> seeking, among other things, entry of an order authorizing the sale of its Enterprise Business to Counsel Springwell Communications LLC or its designee on the terms set forth in the Asset Purchase Agreement between the Debtor and the Purchaser (the "APA"). As of the aforesaid date, and pursuant to sections 5.4 and 12.4 of the APA, Counsel Springwell Communications LLC assigned its rights under the APA to its subsidiary, WorldxChange Corp. (the "Purchaser"), which has all required regulatory authorization to become an assignee of USA's rights under the Verizon/RSL Agreements. Section 4.4 of the APA requires the Debtor to assign to the Purchaser various contracts, including the Verizon/RSL Agreements.

C. Under Section 365(b) of the Bankruptcy Code, USA is required to pay all cure payments and otherwise remedy all defaults under the Verizon/RSL Agreements, whether arising before or after March 16, 2001, the date the Debtors filed their voluntary petitions for relief

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Verizon Pennsylvania Inc., GTE Southwest Incorporated d/b/a Verizon Southwest, Verizon Virginia Inc., Verizon West Virginia Inc., Verizon North Inc., Verizon South Inc., Verizon Northwest Inc., and Verizon New England Inc.

<sup>3</sup> The Sale Motion is the Debtor's "Motion for Orders 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 Agreements and Other Agreements Related Thereto; (C) Authorizing The Debtor to Consummate All Transactions Contemplated By Such Agreements; (D) Approving Bidding Procedures, Including payment of Break-Up Fee; (E) Approving Form and Manner of Notice of Sale; (F) Scheduling a Hearing to Consider Final Approval of Sale Agreement; and (G) Granting Related Relief" filed April 11, 2002.

under the Bankruptcy Code (the "Petition Date"), and Verizon is entitled to receive adequate assurance of future performance by the Purchaser, as a condition to the assumption and assignment of the Verizon/RSL Agreements;

D. USA was in default of certain payments that arose prior to the Petition Date under the Verizon/RSL Agreements, and Verizon filed three proofs of claim in the Debtors' bankruptcy cases in an aggregate amount of \$1,511,504.86 (the "Verizon Proof of Claim"). In addition, Verizon asserted other prepetition claims in the approximate amount of \$177,000. All payments for service rendered prepetition or other amounts due and owing prepetition are hereafter referred to as the "Prepetition Defaults."

E. USA has contested both the amount of the Verizon Proof of Claim and that other amounts are due and owing.

F. Pursuant to the terms of the APA, the Purchaser is not liable for payment of Prepetition Defaults.

G. USA continues to incur charges from Verizon for services Verizon has rendered to USA since the Petition Date (all amounts payable by USA to Verizon for services rendered after the Petition Date, the "Postpetition Payables"), and Verizon is entitled to payment of the Postpetition Payables pursuant to the terms of that certain Amended Stipulation and Consent Order Establishing Adequate Assurance of Payment to the Subsidiaries of Verizon Communications, Inc. entered on June 4, 2001 (the "366 Stipulation").

H. Pursuant to the terms of the APA, the Purchaser is not liable for payment of the Postpetition Payables that arise prior to the closing of the sale of the Enterprise Business

("Closing"), and pursuant to the terms of the APA all pre-Closing Postpetition Payables must be paid by the Debtor.

I. On May 13, 2002, Verizon filed its Assumption/Rejection Motion.

J. Verizon, USA and the Purchaser have agreed, subject to the terms and conditions contained herein, to the assumption by USA and the assignment to the Purchaser of the Verizon/RSL Agreements as Assigned Contracts pursuant to the APA and paragraph 14 of the Sale Order.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT**

1. Upon payment to Verizon of the Cure Payment (as defined below) at Closing, each of the Verizon/RSL Agreements shall be deemed assumed by USA under Section 365 of the Bankruptcy Code and assigned by USA to the Purchaser under Section 365 of the Bankruptcy Code.

2. As a condition precedent to the assumption by RSL and the assignment to the Purchaser of the Verizon/RSL Agreements and to any obligations of Verizon under this Order, USA shall pay to Verizon the sum of \$1,102,690 (the "Cure Payment") by wire transfer, pursuant to wire transfer instructions to be provided by Verizon to USA. Such Cure Payment shall satisfy Verizon's right, under Section 365(b)(1)(A) of the Bankruptcy Code, to have the Prepetition Defaults fully cured as a condition precedent to the assumption and assignment of the Verizon/RSL Agreements.

3. Provided that the Purchaser is the buyer of the Enterprise Business, Verizon agrees that no security deposit or prepayments are needed as adequate assurance of future performance pursuant to Section 365(b)(1)(C) of the Bankruptcy Code and that, after the Closing, any payment terms established in the 366 Stipulation shall not apply to the Purchaser; provided,

however, that after the Closing, Verizon reserves the right to require a deposit from the Purchaser consistent with its credit and collection procedures if payments under the Verizon/RSL Agreements or any other agreements between the Purchaser and Verizon are delinquent.

4. With respect to the Verizon/RSL Agreements, as a result of the assumption and assignment contained in this Order Verizon shall provide uninterrupted facilities and services to the Purchaser with no re-provisioning of any facilities or services. All billing changes or other acts necessary to accomplish a seamless transfer of service shall be accomplished so that no alteration of the end users' service is experienced by any end user of USA utilizing Verizon services as a result of the transfer of the Verizon/RSL Agreements from USA to the Purchaser.

5. From and after the Closing of the Sale, the Purchaser shall be responsible for compliance with all terms of the Verizon/RSL Agreements which were applicable to USA, including without limitation payment to Verizon at the rates set forth in Verizon's tariffs as and when due of all amounts accruing thereunder after the Closing, and the Purchaser shall be liable for any breach of the Verizon/RSL Agreements arising from and after the Closing. Verizon's normal, nondiscriminatory credit policies shall apply to the Purchaser after the Closing.

6. After the Closing, Verizon shall not: (i) take any action against the Purchaser to collect the Cure Payment or pre-Closing Postpetition Payables and/or (ii) disrupt a seamless transfer of service as provided in paragraph 4 herein.

7. Verizon shall retain all rights under the 366 Stipulation, including the right to payment in full of the Postpetition Payables, and USA shall pay Verizon in full for all Postpetition Payables incurred prior to the Closing. In the event that the Closing has not yet occurred, for the months of June, July and August 2002, each semi-monthly advance payment owed by USA to Verizon under the 366 Stipulation in June, July and August 2002 shall be

increased by the sum of \$80,000, from \$118,091.88 to \$198,091.88. By August 9, 2002, Verizon shall provide to USA pursuant to the terms of the 366 Stipulation an interim true-up covering charges incurred through June 30, 2002, and the parties shall make any adjustment to the semi-monthly payment due on August 15, 2002 that results from this true-up (the "Interim True-Up"). Within 45 days after the Closing, Verizon shall provide to USA pursuant to the terms of the 366 Stipulation a final true-up covering charges incurred through the Closing (the "Closing True-Up"). Neither the Interim True-Up nor the Closing True-Up shall include any late payment charges, whether in the form of late fees, interest or penalties. In the event that the Postpetition Payables are not paid in full prior to the Closing, USA and not the Purchaser shall be liable for such Postpetition Payables, and USA shall reserve sufficient funds from the sale proceeds to pay such Postpetition Payables. To the extent that under the Closing True-Up Verizon is owed less than USA's security deposit of \$115,184.11, Verizon shall within five business days of the Closing True-Up return such excess amount to USA.

8. Except as expressly set forth in paragraphs one through seven herein, effective on the date of and conditioned upon Closing and indefeasible payment in full of the Cure Payment to Verizon, USA and the Purchaser on the one hand, and Verizon on the other hand, shall be deemed to have fully and forever waived, released, extinguished and forever discharged each other from any and all claims (including, without limitation, current or future claims for any additional monies claimed to be owed under any tariff, the filed rate doctrine, for retroactive refunds or for refunds of non-recurring charges), actions, complaints, causes of action, debts, costs and expenses (including attorneys' fees), demands or suits, at law or in equity or in bankruptcy (including, without limitation, any avoidance actions under the Bankruptcy Code) or otherwise, known or unknown, present or future, fixed or contingent, which each party may have

or claim to have against the other from the beginning of time through the date of the Closing relating to the Debtors' bankruptcy cases.

9. Contemporaneously with the Closing, USA and the Purchaser shall provide written notice to Verizon of the Closing, which notice shall include, if not already provided to Verizon under the notice provision of this Order, the new billing address for Verizon to use for the Verizon/RSL Agreements.

10. Except as expressly provided herein, no agreement other than the Verizon/RSL Agreements between Verizon and USA, whether under tariff or otherwise, shall be assumed by USA or assigned to the Purchaser, and any other agreements between the Debtors and Verizon shall be deemed rejected pursuant to section 365 of the Bankruptcy Code as of entry of this Order.

11. As among USA, Verizon and the Purchaser, this Order, rather than the Sale Order or any other process or procedure in the APA, shall control all aspects of the rights and obligations of USA, Verizon and the Purchaser relating to the Verizon/RSL Agreements.

12. The Bankruptcy Court shall retain jurisdiction to enforce the terms of this Order, notwithstanding confirmation of any plan of reorganization, dismissal or closing of the Debtors' bankruptcy cases, and/or conversion of the cases to cases under Chapter 7 of the Bankruptcy Code.

13. Neither USA nor the Purchaser may assign any of their rights or obligations under this Order to any other person or entity without the express written consent of Verizon. Subject to the foregoing, this Order shall be binding upon and inure to the benefit of the Debtors, the Purchaser and Verizon and their respective successors and assigns (including, without limitation, with respect to the Debtors, any trustee that may be appointed in the Debtors' bankruptcy cases



or in any case under Chapter 7 of the Bankruptcy Code involving one or more of the Debtors).

No other person or entity shall have any right, benefit or remedy hereunder.

14. Any notice pursuant to this Order or necessary to effectuate its provisions shall be in writing and shall be sent by (i) certified or overnight mail, and (ii) facsimile to:

ARNALL GOLDEN GREGORY LLP

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Fax (212) 541-4630  
Attorneys for Purchaser

15. This is a final, immediately appealable order. Notwithstanding Fed. R. Bankr. P.

6006(d), this order shall be effective immediately upon its entry.

IT IS SO ORDERED by the Court this 23rd day of May, 2002.

/s/ Allan L. Gropper  
UNITED STATES BANKRUPTCY JUDGE

# EXHIBIT A

Area)	State	Type of Service	BAN
West	AZ	Access	N36IPT9349105
West	CA	Access	N31DPA3750110
West	CA	Access	N31IPT9348105
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West	OR	Access	N14IAT5405105
West	WA	Access	N15DAP5634108
West	WA	Access	N15DAP5666108
West	WA	Access	N15DMA3014109
West	WA	Access	N15DMC1769111
West	WA	Access	N15IMT5406105
East (N)	MA	Access	413 Y55-0027 323
East (N)	MA	Access	617 K06 0034 399
East (N)	MA	Access	617 K98-0080 054
East (N)	MA	Access	617 K98-0152 706
East (N)	MA	Access	617 M01-0690 952
East (N)	MA	Access	617 Y55-0247 522
East (N)	ME	Access	207 K09-0025 395
East (N)	ME	Access	207 k09-0079 055
East (N)	ME	Access	207 k98-0085 530
East (N)	ME	Access	207 K98-0151 707
East (N)	ME	Access	207 Y55-0018 497
East (N)	ME	Access	207 Y89-0084 877



East (N)	ME	Access	207 Y89-0119 879
East (N)	ME	Access	207 Y89-0142 883
East (N)	ME	Access	207 Y89-0180 719
East (N)	ME	Access	207 Y89-0280 888
East (N)	NH	Access	603 K06-0025 396
East (N)	NH	Access	603 K98-0079 057
East (N)	NH	Access	603 K98-0118 709
East (N)	NH	Access	603 Y55-0026 355
East (N)	RI	Access	401 K98-0080 058
East (N)	RI	Access	401 K98-0151 710
East (N)	RI	Access	401 Y55-0020 391
East (N)	VT	Access	802 K98-0080 056
East (N)	VT	Access	802 Y55-0026 446

Name	State	ENTITY	Account #
RSL Com USA Inc	DC	General Business	XXXX032849395
RSL Com USA Inc	MD	General Business	021-706-4638/103
RSL Com USA Inc	MD	General Business	XXXX021822987
RSL Com USA Inc	MD	General Business	410 850-5289/414
RSL Com USA Inc	MD	General Business	XXXX014312422
RSL Com USA Inc	MD	General Business	XXXX015754633
Westinghouse Com	NJ	General Business	201 601-0777 003
Westinghouse Com	NJ	General Business	732 699-1430 292
Westinghouse Com	NJ	General Business	732 220-1349 051
Westinghouse Com(Final Bl)	NJ	General Business	732 545-4198 134
INTL Telecom	NY	General Business	212 227-7038 213
RSL COM USA INC	NY	General Business	212 308-3465 481
RSL Com	PA	General Business	412 244-2970 122
RSL Com	PA	General Business	412 247-4186 110
RSL Com	PA	General Business	724 696-1600 073
RSL Com	PA	General Business	412 456-0512 062
RSL Com	PA	General Business	724 774-6879 179
RSL Com	PA	General Business	412 242-6823 675
RSL Com	PA	General Business	724 696-5602 424
RSL Com	PA	General Business	412 256-5200 075
RSL Com	PA	General Business	412 829-6300 466
RSL Com	PA	General Business	724 774-6879 179
RSL Com	PA	General Business	412 642-6857 961
Westinghouse Com	PA	General Business	610 775-2600 707
Westinghouse Com	PA	General Business	412 247-4185 476
Westinghouse Com	PA	General Business	412 594-5698 788
Westinghouse Com	PA	General Business	412 682-3457 398
Westinghouse Com	PA	General Business	412 687-4020 897
Westinghouse Com	PA	General Business	412 829-9942 039
Westinghouse Com	PA	General Business	412 931-1742 969
Westinghouse Com	PA	General Business	610 667-7342 178
Westinghouse Com	PA	General Business	724 925-1957 783
Westinghouse Com	PA	General Business	412 241-0714 812

Westinghouse Com	PA	General Business	412 187-8128 555
Westinghouse Com	PA	General Business	412 241-2487 144
Westinghouse Com	PA	General Business	412 642-2744 452
Westinghouse Com	PA	General Business	412 683-5801 812
Westinghouse Com(Final BI)	PA	General Business	412 782-1749 163
RSL Com USA Inc	VA	General Business	703 383-9600/381

WESTINGHOUSE COMM	MD	Enterprise	410 J95-1030 224
WESTINGHOUSE COMM	VA	Enterprise	703 J95-2435 522
WESTINGHOUSE COMM	VA	Enterprise	703 J95-2461 678
WESTINGHOUSE	VA	Enterprise	703 J36-2850 991

#### Wholesale "Resale" Accounts

#### Wholesale

LDMS	MA	Resale	508Q050099099
LDMS	MA	Resale	508Q050100100
LDMS	MA	Resale	508Q100050050
LDMS	NY	Resale	212Q010265265
LDMS	NY	Resale	212Q010266266
LDMS	NY	Resale	212Q010267267
LDMS	NY	Resale	212Q010268268
LDMS	NY	Resale	212Q010269269
LDMS	NY	Resale	212Q010270270
LDMS	NY	Resale	212Q010271271
LDMS	NY	Resale	212Q010272272
LDMS	NY	Resale	212Q010273273
LDMS	NY	Resale	212Q010274274
LDMS	NY	Resale	212Q010275275
LMS	NJ	Resale	201V151004999
LMS	NJ	Resale	201X281002999
LMS	PA	Resale	2151111002999
LMS	PA	Resale	2151311002999