

REQUEST TO ESTABLISH DOCKET

(Please Type)

Date November 21, 2002 Docket No. 021177-TP

1. Division Name/Staff Name: Division of Competitive Markets & Enforcement/Isler

2. OPR: Division of Competitive Markets & Enforcement/Isler

3. OCR: Office of the General Counsel

4. Suggested Docket Title: Bankruptcy Cancellation by Florida Public Service Commission of IXC Certificate No.

7086 and ALEC Certificate No. 7087 issued to Actel Integrated Communications, Inc. ,

Effective 11/18/02

5. Suggested Docket Mailing List (attach separate sheet if necessary)

A. Provide NAMES OR ACRONYMS ONLY if a regulated company.

B. Provide COMPLETE NAME AND ADDRESS for all others. (Match representatives to companies.)

1. Parties and their representatives (if any):

Mr. Dwayne P. Smith, Bankruptcy Trustee

PO Box 871387

New Orleans, LA 70187-1387

2. Interested persons and their representatives (if any):

6. Check one:
XX Documentation is attached. (Copy of 06/07/02 Memo with 11/14/02 note with attached returned envelope; 07/25/02 letter to Dwayne P. Smith; Copy of 05/17/02 returned envelope; Copy of 06/26/01 Chapter 7 Bankruptcy notice (2 pages); Copy of 06/04/01 Memo to CCA attaching a copy of the Chapter 11 bankruptcy notice (8 pages); 2000 RAF account summary for TJ256; 2001 RAF account summary for TJ256; 2000 RAF account summary for TX314; 2001 RAF account summary for TX314.)

Documentation will be provided with recommendation.



Public Service Commission
-M-E-M-O-R-A-N-D-U-M-

DATE: June 7, 2002
TO: Paula Isler, Division of Competitive Services
FROM: Sandy Moses, Division of the Commission Clerk and Administrative Services
RE: Returned Mail - Actel Integrated Communications, Inc. (Company Codes TJ256 & TX314)

Mail addressed to the organization at the address shown below has been returned to the Commission by the U.S. Postal Service for the reason indicated on the attached copy of the envelope. Staff in the Hearing Services Section has confirmed that the address matches that in the Master Commission Directory. Attempts to contact the company by telephone and e-mail have been unsuccessful.

Actel Integrated Communications, Inc.
Ms. Leigh Ann Wooten
1509 Government Street, Suite 300
Mobile, AL 36604-2016

If you are successful in contacting the company, please furnish a current mailing and location address as well as any other updated MCD information you obtain. Thank you for assisting this division in maintaining current information in the Master Commission Directory.

SM/lkf
Attachment

11/14/02 - Paula, Have you had any luck contacting this company? I am still getting returned mail addressed to them at the address above.

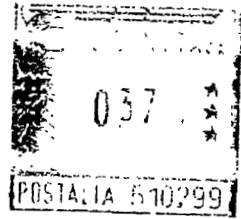
Lee Fulcher

A handwritten signature in cursive script, appearing to read "Lee".

2002 JUN 15 10:12
DIVISION OF
COMPETITIVE SERVICES

Florida Public Service Commission
Bureau of Records and Hearing Services
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

TJ526
TX314



CMP-6/7/02
(251/334) 473-4858 - Not in serv.

*Open said.
No listing in
Mobile, Al.*

ACTE509 366042013 1501 04 11/02/02
FORWARD TIME EXP RTN TO SEND
:ACTEL INTEGRATED COMMUNICATIONS INC
PO BOX 641370
KENNER LA 70064-1370

RETURN TO SENDER

RECEIVED-FPSC
02 NOV 12 AM 9:36
COMMISSION
CLERK

STATE OF FLORIDA

COMMISSIONERS:
LILA A. JABER, CHAIRMAN
J. TERRY DEASON
BRAULIO L. BAEZ
MICHAEL A. PALECKI
RUDOLPH "RUDY" BRADLEY



DIVISION OF COMPETITIVE MARKETS &
ENFORCEMENT
WALTER D'HAESELEER
DIRECTOR
(850) 413-6600

Public Service Commission

July 25, 2002

Mr. Dwayne P. Smith
PO Box 871387
New Orleans, LA 70187-1387

RE: Actel Integrated Communications, Inc. (TJ256 and TX314)

Dear Mr. Smith:

Florida Public Service Commission records show that Actel, which holds IXC Certificate No. 7086 and ALEC Certificate No. 7087, filed for Chapter 11 bankruptcy protection on April 11, 2001. It is my understanding that the Chapter 11 bankruptcy case (No. 01-12901tmb) was converted to a Chapter 7 proceeding on June 14, 2001.

Since you are listed as the bankruptcy trustee, could you please advise us on the status of the bankruptcy case? Does Actel still exist? Can the Florida Public Service Commission cancel Actel's IXC and ALEC certificates? I would appreciate any information you can provide.

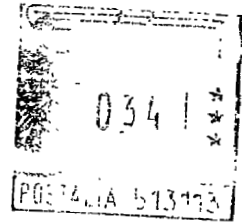
If you have any questions, just let me know. I can be reached at (850) 413-6502-voice, (850) 413-6503-fax, by internet e-mail at pisler@psc.state.fl.us, or at the address below.

Sincerely,

A handwritten signature in cursive script that reads "Paula J. Isler".

Paula J. Isler, Research Assistant
Bureau of Service Quality

Florida Public Service Commission
Bureau of Records and Hearing Services
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850



TJ 256
TX 314

Actel Integrated Communications, Inc.
Ms. Leigh Ann Wooten
1509 Government Street, Suite 300
Mobile AL 36604-2016

email - leighannwooten@actel.net

251 (334) 473-4858
New Area
code

5/30/02
email not
undeliverable

Not in Service

RECEIVED FPSC

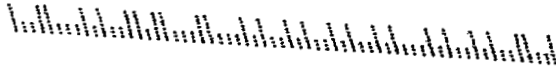
02 MAY 28 AM 9:41

COMMISSION
CLERK

ACTE509 366042045 1501 07 05/21/02
FORWARD TIME EXP RTN TO SEND
:ACTEL INTEGRATED COMMUNICATIONS INC
PO BOX 641370
KENNER LA 70064-1370

RETURN TO SENDER

32399/0850



UNITED STATES BANKRUPTCY COURT

Eastern District of Louisiana (New Orleans)

010000-PW

Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines

A bankruptcy case concerning the debtor corporation listed below was originally filed under chapter 11 on 4/11/01 and was converted to a case under chapter 7 on 6/14/01.

You may be a creditor of the debtor. You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations.

Debtor (name(s) and address): Actel Integrated Communications, Inc.

TJ256 TX314

Actel Properties, Inc.

1509 Government Street Suite 300 Mobile, AL 36604

1509 Government Street Suite 300 Mobile, AL 36604-USA

Case Number: 01 12901tmb

Taxpayer ID Nos.: 63-1270052 63-1255058

Attorney for Debtor (name and address): Andree M. Braud 201 St. Charles Ave., #4000 Gordon, Arata, McCollam New Orleans, LA 70170 Telephone number: (504) 582-1111

Bankruptcy Trustee (name and address): Dwayne P. Smith Post Office Box 871387 New Orleans, LA 70187-1387 Telephone number: (504) 822-7689

changed 504-483-6852

Meeting of Creditors:

Date: 08/03/01 Time: 11:00 am

Location: Office U.S. Trustee, Texaco Center, #2112, 400 Poydras, New Orleans, LA 70130

Creditors May Not Take Certain Actions:

The filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized.

Please Do Not File A Proof of Claim Unless You Receive a Notice To Do So.

Address of the Bankruptcy Clerk's Office: 2 501 Magazine Street Suite 601 New Orleans, LA 70130 Telephone number: (504) 589-7878

For the Court:

Clerk of the Bankruptcy Court: Warren A. Cuntz, Jr.

Hours Open: 8:30 a.m. - 5:00 p.m.

Date: 06/20/01

Vertical list of checkboxes: TH, SER, SEC, RGO, PAN, SEC, SER, TH. Includes handwritten signature 'Hany' and 'q. Normise'.

MAIL ROOM 01 JUN 25 AM 8 48 RECEIVED FEDERAL SERVICE COMMISSION

Stamp: PUBLIC DEBT DIVISION JUN 25 10:36 AM 01 JUN 25 2001 DOCUMENT NUMBER-DATE 07922 JUN 26 2001

EXPLANATIONS

FORM B9B(9/97)

| | |
|--|---|
| <p>Filing of Chapter 7 Bankruptcy Case</p> | <p>A bankruptcy case under chapter 7 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, and an order for relief has been entered.</p> |
|--|---|

| | |
|---|--|
| <p>Creditors May Not Take Certain Actions</p> | <p>Prohibited collection actions are listed in Bankruptcy Code §362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures.</p> |
|---|--|

| | |
|-----------------------------|--|
| <p>Meeting of Creditors</p> | <p>A meeting of creditors is scheduled for the date, time and location listed on the front side. <i>The debtor's representative must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice.</p> |
|-----------------------------|--|

| | |
|--|---|
| <p>Do Not File a Proof of Claim at This Time</p> | <p>There does not appear to be any property available to the trustee to pay creditors. <i>You therefore should not file a proof of claim at this time.</i> If it later appears that assets are available to pay creditors, you will be sent another notice telling you that you may file a proof of claim, and telling you the deadline for filing your proof of claim.</p> |
|--|---|

| | |
|----------------------------------|---|
| <p>Bankruptcy Clerk's Office</p> | <p>Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtor's property and debts, at the bankruptcy clerk's office.</p> |
|----------------------------------|---|

| | |
|---------------------|---|
| <p>Legal Advice</p> | <p>The staff of the bankruptcy clerk's office cannot give legal advice. You may want to consult an attorney to protect your rights.</p> |
|---------------------|---|

---Refer to Other Side For Important Deadlines and Notices---

| | |
|--|--|
| <p>Failure of the debtor to appear may result in dismissal of the debtor's petition. The trustee may give oral notice of his/her intention to abandon estate property at the meeting of creditors.</p> | |
|--|--|

State of Florida
-M-E-M-O-R-A-N-D-U-M-



Public Service Commission

DATE: June 4, 2001
TO: Division of Records and Reporting (Grant)
FROM: Division of Competitive Services (Isler) *DK*
RE: Bankruptcy Notice

I received the attached Chapter 11 bankruptcy notice for Actel Integrated Communications, Inc. (TJ256 and TX314) on May 25, 2001. A review of the Master Commission Directory does not reflect that the Division of Records and Reporting received the notice, therefore, it is being forwarded to you so that this company's two certificates can be marked as having filed for bankruptcy protection.

Let me know if you have any questions. Thanks.

Attachment

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

01 MAY 25 AM 8 53
MAIL ROOM

IN RE: : CASE NO. 01-12901
: :
ACTEL INTEGRATED : SECTION "A"
COMMUNICATIONS, INC. : :
: CHAPTER 11
DEBTOR : :
Jointly administered with
ACTEL PROPERTIES, INC CASE NO. 01-12902

J256
-X314

2001 MAY 25 11 32 AM
COMPETITIVE BIDS

**NOTICE OF (i) PROPOSED SALE OF ASSETS OF DEBTOR,
(ii) ASSUMPTION AND ASSIGNMENT OF UNEXPIRED LEASE, AND
(iii) OPPORTUNITY TO SUBMIT COMPETITIVE BIDS**

PLEASE TAKE NOTICE that pursuant to an order of the United States Bankruptcy Court for the Eastern District of Louisiana, dated May 21, 2001 (the "Procedures Order"), a hearing (the "Sale Hearing") will be held before the Honorable Jerry A. Brown, United States Bankruptcy Judge, on May 31, 2001 at 10:00 a.m. in the United States Bankruptcy Court, 501 Magazine Street, Hale Boggs Federal Building, New Orleans, Louisiana to consider the above-captioned Debtor's motion (the "Motion"), for an order (the "Sale Order") authorizing (a) the sale of certain of the Debtor's telecommunications equipment and assets (the "Purchased Assets"), free and clear of all liens, claims, interests, and encumbrances, pursuant to and as described in the letter agreement, dated as of May 18, 2001 (the "Asset Purchase Agreement"), between the Debtor, as seller, and EATELCORP, Inc., a Louisiana Corporation as buyer ("Eatel" or "Buyer"), and (b) the Debtor's assumption and assignment to the Buyer of a certain unexpired lease (the "Assumed Lease"), pursuant to and as described in the Asset Purchase Agreement, free and clear of all liens, claims, interests, and encumbrances (the sale of the Purchased Assets and the assumption and assignment of the Assumed Lease collectively, the "Sale and Assumption"). At Closing, the Debtor will disburse the net proceeds of the Sale and Assumption to the Debtor's Pre-Petition Lenders (as defined in the Cash Collateral Stipulation and Order entered in this case) on account of their valid, first priority lien and security interest to be credited against the principal amount of the outstanding indebtedness due the Pre-Petition Lenders.

A brief summary of the significant terms and conditions of the Asset Purchase Agreement is set forth below.¹

The Assets. EATEL shall purchase and acquire from Actel certain telecommunications equipment and assets owned by Actel, including, but not limited to, the following:

¹ The following description is intended solely to provide interested parties a brief overview of the significant terms of the Sale and Assumption. All parties are directed to the Asset Purchase Agreement for the complete and controlling terms of the Sale and Assumption.

- (a) a Lucent 5ESS Switch, Class 5 Switch located at 1010 Common Street, New Orleans, Louisiana;
- (b) one digital remote module Class 5 Switch located at 8281 Goodwood Blvd., Baton Rouge, Louisiana;
- (c) the fiber optic cables and associated electronic equipment located in New Orleans, Louisiana and Mobile, Alabama;
- (d) the signal transfer points located at 1509 Government Street, Mobile, Alabama, and 505 N. 20th Street, Birmingham, Alabama; and
- (e)
 - (i) all other tangible personal property owned by Actel and located in Actel's offices at (1) 8281 Goodwood Blvd., Baton Rouge, Louisiana, (2) 1010 Common Street, New Orleans, Louisiana, and (3) 1509 Government Street, Mobile, Alabama (other than certain corporate, confidential, and necessary property more specifically described in Schedule 1), including the property described on parts E-1 and E-2 of Schedule 1 to the Asset Purchase Agreement, and
 - (ii) certain items of tangible personal property owned by Actel and located at Actel's office at 2800 Dauphin Street, Mobile, Alabama described on parts E-1 and E-2 of Schedule 1 to the Asset Purchase Agreement.

The Purchased Assets and Assumed Lease shall be sold without any warranties of any kind on a "where is, as is" basis.

Consideration for the Purchased Assets. The consideration (the "Purchase Price") for the Purchased Assets being acquired by the Buyer is set forth in Section 1.A. of the Asset Purchase Agreement and generally consists of (a) \$1,025,000 cash, payable in two installments, consisting of (i) the payment of a \$140,000 deposit (the "Deposit") upon execution of the Asset Purchase Agreement, and (ii) the payment of the balance of the Purchase Price at Closing; *provided, however*, that, in the event the aggregate amounts payable by Buyer pursuant to 1.B. of the Asset Purchase Agreement in connection with the Assumed Lease exceeds \$50,000, the Purchase Price shall be reduced by the dollar amount of such excess. The Purchase Price shall be allocated as set forth on Schedule 1 to the Asset Purchase Agreement; *provided, however*, that, in the event the Purchase Price is adjusted pursuant to Section 1.B. of the Asset Purchase Agreement, the amount of the Purchase Price, as adjusted, allocable to each of the Purchased Assets shall be ratably reduced.

Unexpired Lease. The Debtor shall assume and assign to the Buyer in connection with the sale of the Purchased Assets the unexpired real property lease at 1010 Common Street, New Orleans, Louisiana. Eatel shall bear and pay at the Closing to the lessor of the Assumed Lease (the "Lessor"), all costs, expenses, damages and liabilities associated with the assumption by Actel of the Assumed Lease; *provided, however*, that, in the event the

aggregate amounts payable by Eatel under this sentence exceed \$50,000, the Purchase Price shall be reduced by the dollar amount of such excess. The proposed cure amount for the Assumed Lease is \$9,846.68 (the "Cure"). The Debtor requests that the counterparties to such Assumed Lease be bound by the Cure unless they file with this Court and serve on the Debtor's counsel a written detailed objection to the Cure as set forth below. Information regarding the Buyer's ability to provide adequate assurance of future performance will be provided to the counterparties to the Assumed Lease upon request.

Assumed Liabilities. Other than the liabilities specifically assumed by Buyer in connection with the Assumed Lease (the "Assumed Liabilities"), Buyer shall assume no liabilities of Actel whatsoever.

Closing. Closing shall take place (a) on the third business day following the entry of the Sale Order provided that the Sale Order has not been stayed by entry of an order granting a stay, (b) in the event a stay has been granted, on the third business day following the date the stay order has been vacated or modified in a manner permitting the Closing to occur, or (c) at such other place, date and time as the parties may agree (the date the Closing actually occurs, the "Closing Date").

Conditions to Closing. The conditions to closing of the Sale and Assumption include conditions customary for this type of transaction and the absence of any order staying consummation of the Sale and Assumption.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion or the relief requested therein must be in writing, comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules, be filed with the Clerk of the Court, United States Bankruptcy Court 501 Magazine Street, Hale Boggs Federal Building, New Orleans, Louisiana 70130, and be served upon (i) counsel to the Debtor, Gordon, Arata, McCollam, Duplantis & Eagan, L.L.P., 201 St. Charles Ave., Suite 4000, New Orleans, LA 70170 (Attn: David J. Messina), (ii) counsel to the Buyer, Kantrow, Spaht, Weaver & Blitzer (APLC), Attn: Mr. David S. Rubin, P. O. Box 2997, Baton Rouge, LA 70821-2997, fax 225-343-0630; (iii) co-counsel to the Pre-Petition Lenders White & Case LLP, 1155 Avenue of the Americas, New York, New York 10036 (Attn: Daniel Ginsberg, Esq.) and Heller, Draper, Hayden, Patrick & Horn, L.L.C., 650 Poydras Street, Suite 2500, New Orleans, Louisiana 70130 (Attn: William Patrick, Esq.); and (iv) the Office of the United States Trustee, Texaco Center, Suite 2110, 400 Poydras Street, New Orleans, LA 70130, so that they are actually *RECEIVED* no later than 3:00 p.m. (CDT) one business day prior to the date of the Sale Hearing. **ANY OBJECTION NOT TIMELY FILED AND RECEIVED WILL NOT BE CONSIDERED BY THE COURT.**

PLEASE TAKE FURTHER NOTICE that, pursuant to the Procedures Order, the following bid procedures shall govern all proceedings relating to the Asset Purchase Agreement and any subsequent bids:

(a) Overbids. The Debtor shall consider as higher and better offers ("Overbids") only those proposals that meet all of the following requirements:

(i) Overbid Deadline. All Overbids shall be submitted in writing to and received by Debtor and its counsel and Buyer and its counsel not later than 3:00 p.m. (CDT) one business day prior to the date of the Sale Hearing.

(ii) Overbid Requirements. All Overbids shall be on substantially the same terms and conditions as the bid of the Buyer. All Overbids must also satisfy the following requirements (such Overbid, a "Qualified Overbid"):

(A) The initial Overbid shall be at least 10% higher than the Purchase Price, with successive bids (a "Subsequent Overbid") thereafter exceeding one another by minimum increments of at least \$50,000.

(B) Any Overbid shall provide for the purchase of not less than all of the assets that the Buyer proposes to purchase pursuant to the Asset Purchase Agreement and shall not be conditional on (1) the outcome of any unperformed due diligence by the bidder or (2) the approval of any Board of Directors, shareholder or other corporate approval.

(C) All bidders shall provide evidence reasonably satisfactory to the Debtor demonstrating that the bidder has the financial ability to close and consummate an acquisition of the Purchased Assets on or prior to the Closing Dates.

(D) Any Overbid must specifically include terms stating that such Overbid shall remain open through the closing of the sale of the Purchased Assets.

(iii) Auction. If the Debtor receives at least one timely Qualified Overbid for the Assets, then the Court shall conduct an auction (the "Auction") of the Purchased Assets at the Sale Hearing. Only the Buyer and each entity that has timely submitted a Qualified Overbid shall be permitted to participate in the Auction. At the Auction, bidding shall begin with the highest Qualified Overbid and continue in minimum increments of \$50,000 higher than the previous bid. The Auction shall continue in one or more rounds of bidding and shall conclude upon receipt by the Court of the highest bid. In the event that EATEL is not the successful bidder, the successful bidder shall, within twenty-four (24) hours, pay the \$140,000.00 Deposit required by the Asset Purchase Agreement by wire transfer of immediately available funds to an account designated by Actel.

(b) Right to Reject Bids. Debtor may, at any time before entry of an order of the Court approving a Qualified Overbid, reject any purported bid or Overbid that, in the Debtor's sole and absolute discretion, is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the bid procedures or the terms and conditions of sale or (iii) contrary to the best interests of the Debtor, its estate and its creditors.

(c) Failure to Consummate Sale and Assumption. If the successful bidder fails to close the sale in accordance with the terms of the Asset Purchase Agreement, the Purchased Assets will be sold to the bidder submitting the next highest bid or Overbid that is able to close in accordance with the terms of the Asset Purchase Agreement.

PLEASE TAKE FURTHER NOTICE THAT the Sale Hearing may be adjourned from time to time without further notice other than by announcement of the adjournment in Court or on the Court's calendar on the date scheduled for the Sale Hearing or any adjourned date. The Motion, proposed Sale Order, and Asset Purchase Agreement, may be obtained for examination or copying from the Clerk of the Court, United States Bankruptcy Court, 501 Magazine Street, Hale Boggs Federal Building, New Orleans, Louisiana 70130 during normal business hours (9:00 am. to 4:30 p.m., Monday through Friday), or from the Debtor's counsel, Gordon, Arata, McCollam, Duplantis & Eagan, L.L.P., 201 St. Charles Ave., Suite 4000, New Orleans, LA 70170 (Attn: Andrée M. Braud).

Dated: New Orleans, Louisiana, May 21, 2001.

GORDON, ARATA, McCOLLAM,
DUPLANTIS & EAGAN, L.L.P.
David J. Messina, #18341
J. Nicholas Graydon, #25948
Andrée M. Braud, #24977
201 St. Charles Ave., 40th Floor
New Orleans, Louisiana 70170-4000
Telephone: (504) 582-1111

Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF LOUISIANA

FILED

IN RE:

2001 MAY 25 P 2:47

ACTEL INTEGRATED
COMMUNICATIONS, INC.
DEBTOR

Case No. 01-12901
Section A
Chapter 11

CLERK
UNITED STATES
BANKRUPTCY COURT
NEW ORLEANS, LA

Jointly administered with

IN RE:

ACTEL PROPERTIES, INC.
DEBTOR

Case No. 01-12902
Section A
Chapter 11

2001 MAY 31
DIVISION OF
COMPETITIVE SERVICES

NOTICE OF HEARING

PLEASE TAKE NOTICE that an Emergency Motion for Relief from the Automatic Stay and for Expedited Hearing ("Motion") has been filed by Global Crossing Bandwidth, Inc. ("Global") formerly known as Frontier Communications of the West, Inc. and DB Capital Partners, Inc., as Collateral Agent (in such capacity, the "Agent") for DB Capital Investors, L.P., Sandler Capital Partners V, L.P. and Sandler Capital Partners V FTE, L.P. (collectively, the "Secured Creditors"). The Secured Creditors have secured claims against Actel Integrated Communications, Inc. and Actel Properties, Inc. (collectively, the "Debtors") in a sum not less than \$6,900,000.00, plus interest and attorneys' fees and costs ("Secured Creditors' Claim Amount"). Global has secured claims against Actel Integrated Communications, Inc. in a sum not less than \$785,000.00, plus interest and attorneys' fees and costs ("Global Claim Amount", together with the Secured Creditors' Claim Amount hereinafter collectively referred to as the "Claim Amount"). The Secured Creditors and Global have first security interests in, among other things, the accounts receivable of the Debtors ("Accounts"). By the Motion, Global and Agent seek relief from the automatic stay so that they may enforce the security interests of Global and the Secured Creditors in the Accounts by, among other things, having the Court: (1) authorize Agent, on behalf of the Secured Creditors, and Global to do all that is necessary to collect the Accounts in their own name(s), including, but limited to, the filing of suits against those who refuse to pay the Accounts and the sale of the Accounts to any entity whatsoever at such price as the Agent and Global deem reasonable; (2) ordering the Debtors to cooperate with Agent and Global in Agent's and Global's billing and collection of the Accounts and to turn over to Agent and Global, immediately upon the granting of the Motion, all of the Debtors' books and records relating to the Accounts and to turn over to Agent and Global any and all payments, whether in the form of cash, checks, money

orders, or otherwise, received after the granting of this Motion, from the Debtors' account receivable debtors, immediately upon the Debtors' receipt of same; and (3) requiring Global and Agent to apply the proceeds of their collection of the Accounts, after first deducting Agent's and Global's reasonable costs and fees of collection, to the reduction of the Claim Amount, provided, however, that the collection of the Accounts by the Agent shall be in accordance with the Carve Out [as defined in the Final Stipulation and Order: (I) Authorizing and Restricting Interim Use of Cash Collateral Pursuant to 11 U.S.C. § 363 and Bankruptcy Rules 4001(b) and (d); and (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361 and 363 signed by this Court on May 21, 2001].

A copy of the Motion may be obtained from the Clerk of this Court. Copies of the Loan Agreement, Security Agreement and the Global Security Agreement (all as defined in the Motion) may be obtained upon written request to the attorneys for the Agent and Global.

The Debtors have consented to the granting of the Motion

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will be held in the United States Bankruptcy Court, 501 Magazine Street, 7th Floor, New Orleans, Louisiana, on the **5th day of June 2001, at 2:15 p.m.** ("Hearing").

PLEASE BE FURTHER ADVISED that any interested party having opposition to the Motion must file a written objection or response with the Office of the Clerk of Court **not later than twenty four (24) hours prior to the Hearing** and must serve the attorneys for the Agent and Global by that time.

New Orleans, Louisiana, this 25th day of May 2001.

Thomas E. Coughlin, Mich. Bar No. P40561
Alicia S. Schehr, Mich. Bar No. P54236
Jaffe, Raitt, Heuer & Weiss
One Woodward Avenue, Suite 2400
Detroit, Michigan 48226
Telephone: 313-961-8380
Fax: 313-961-7917
Attorneys for Global Crossing Bandwidth, Inc.

William H. Patrick, III, La. Bar No. 10359
Bernard H. Berins, La. Bar No. 3002
Heller, Draper, Hayden, Patrick & Horn, L.L.C.
650 Poydras Street, Suite 2500
New Orleans, LA 70130
Telephone: 504-568-1888
Attorneys for DB Capital Partners, Inc., as Collateral Agent

01 MAY 30 AM 10:31
FLORIDA
PUBLIC SERVICE COMMISSION
DIV. OF ADMINISTRATION
OUT IF CHECKED

COMPANY IDENTIFICATION

Printed on 11/21/2002 at 09:21:29 by PJI

Complete Name: Actel Integrated Communications, Inc.

Mailing Name: Actel Integrated Communications, Inc.

Company Code: TJ256 FEID Number: 63-1212137

RAF ACCOUNT FOR THE PERIOD 01/01/2000 THROUGH 12/31/2000

Reg. Date: 08/03/1999 Inactive Date:
 Service: IXC - Interexchange Telephone
 Received: No RAF Form
 Status: Pending
 Amended: No Extension: No
 Frozen: No Comments: No
 Payment Count: 1 Payment Made to Date
 Operating Rev: \$0.00 Interstate Rev: \$0.00
 RAF Rate: 0.0015 Net RAF Due: \$50.00

| Assessment | Due | Paid | Owe |
|---------------|----------------|----------------|---------------|
| RAF | \$50.00 | \$50.00 | \$0.00 |
| Penalty | \$5.00 | \$2.50 | \$2.50 |
| Interest | \$1.00 | \$0.50 | \$0.50 |
| Extension Fee | \$0.00 | \$0.00 | \$0.00 |
| Total | \$56.00 | \$53.00 | \$3.00 |

Last modification was made on Friday, March 30, 2001 at 4:26 PM by Jackie Knight

Period covered: 01/01/2000 through 12/31/2000 RAF rate: 0.0015
 Operating rev: \$0.00 Interstate rev: \$0.00
 Documents: Delinquent letter mailed on 02/21/2001
 RAF form mailed on 12/05/2000

| Postmarked | Trans Date | Date Posted-By | Dep # | Check # | Check Amount |
|------------|---------------|----------------|-------|---------|--------------|
| 03/23/2001 | 03/28/2001 | 03/30/2001-JIK | GI045 | 2965 | \$53.00 |
| | RAF paid | | GI045 | | \$50.00 |
| | Penalty paid | | GI045 | | \$2.50 |
| | Interest paid | | GI045 | | \$0.50 |

COMPANY IDENTIFICATION

Printed on 11/21/2002 at 09:21:53 by PJI

Complete Name: Actel Integrated Communications, Inc.

Mailing Name: Actel Integrated Communications, Inc.

Company Code: TJ256 FEID Number: 63-1212137

RAF ACCOUNT FOR THE PERIOD 01/01/2001 THROUGH 12/31/2001

Reg. Date: 08/03/1999 Inactive Date:
 Service: IXC - Interexchange Telephone
 Received: No RAF Form
 Status: Pending
 Amended: No Extension: No
 Frozen: No Comments: No
 Payment Count: 0 Payments Made to Date
 Operating Rev: \$0.00 Interstate Rev: \$0.00
 RAF Rate: Net RAF Due: \$0.00

| Assessment | Due | Paid | Owe |
|---------------|---------------|---------------|---------------|
| RAF | \$0.00 | \$0.00 | \$0.00 |
| Penalty | \$0.00 | \$0.00 | \$0.00 |
| Interest | \$0.00 | \$0.00 | \$0.00 |
| Extension Fee | \$0.00 | \$0.00 | \$0.00 |
| Total | \$0.00 | \$0.00 | \$0.00 |

Last modification was made on Thursday, December 6, 2001 at 2:54 PM by Jackie Knight

Period covered: 01/01/2001 through 12/31/2001 RAF rate:
 Operating rev: \$0.00 Interstate rev: \$0.00
 Documents: Delinquent letter mailed on 02/20/2002
 RAF form mailed on 12/06/2001

COMPANY IDENTIFICATION

Printed on 11/21/2002 at 09:22:25 by PJI

Complete Name: Actel Integrated Communications, Inc.

Mailing Name: Actel Integrated Communications, Inc.

Company Code: TX314 FEID Number: 63-1212137

RAF ACCOUNT FOR THE PERIOD 01/01/2000 THROUGH 12/31/2000

Reg. Date: 08/06/1999 Inactive Date:
 Service: ALX - Alternative Local Exchange
 Received: No RAF Form
 Status: Pending
 Amended: No Extension: No
 Frozen: No Comments: No
 Payment Count: 1 Payment Made to Date
 Operating Rev: \$0.00 Interstate Rev: \$0.00
 RAF Rate: 0.0015 Net RAF Due: \$50.00

| Assessment | Due | Paid | Owe |
|---------------|----------------|----------------|---------------|
| RAF | \$50.00 | \$50.00 | \$0.00 |
| Penalty | \$5.00 | \$2.50 | \$2.50 |
| Interest | \$1.00 | \$0.50 | \$0.50 |
| Extension Fee | \$0.00 | \$0.00 | \$0.00 |
| Total | \$56.00 | \$53.00 | \$3.00 |

Last modification was made on Friday, March 30, 2001 at 4:26 PM by Jackie Knight

Period covered: 01/01/2000 through 12/31/2000 RAF rate: 0.0015
 Operating rev: \$0.00 Gross intrastate rev: \$0.00
 Documents: Delinquent letter mailed on 02/20/2001
 RAF form mailed on 12/05/2000

| Postmarked | Trans Date | Date Posted-By | Dep # | Check # | Check Amount |
|------------|---------------|----------------|-------|---------|--------------|
| 03/23/2001 | 03/28/2001 | 03/30/2001-JIK | GI045 | 2966 | \$53.00 |
| | RAF paid | | GI045 | | \$50.00 |
| | Penalty paid | | GI045 | | \$2.50 |
| | Interest paid | | GI045 | | \$0.50 |

COMPANY IDENTIFICATION

Printed on 11/21/2002 at 09:22:43 by PJI

Complete Name: Actel Integrated Communications, Inc.

Mailing Name: Actel Integrated Communications, Inc.

Company Code: TX314 FEID Number: 63-1212137

RAF ACCOUNT FOR THE PERIOD 01/01/2001 THROUGH 12/31/2001

Reg. Date: 08/06/1999 Inactive Date:
 Service: ALX - Alternative Local Exchange
 Received: No RAF Form
 Status: Pending
 Amended: No Extension: No
 Frozen: No Comments: No
 Payment Count: 0 Payments Made to Date
 Operating Rev: \$0.00 Interstate Rev: \$0.00
 RAF Rate: Net RAF Due: \$0.00

| Assessment | Due | Paid | Owe |
|---------------|---------------|---------------|---------------|
| RAF | \$0.00 | \$0.00 | \$0.00 |
| Penalty | \$0.00 | \$0.00 | \$0.00 |
| Interest | \$0.00 | \$0.00 | \$0.00 |
| Extension Fee | \$0.00 | \$0.00 | \$0.00 |
| Total | \$0.00 | \$0.00 | \$0.00 |

Last modification was made on Thursday, December 6, 2001 at 2:35 PM by Jackie Knight

Period covered: 01/01/2001 through 12/31/2001 RAF rate:
 Operating rev: \$0.00 Gross intrastate rev: \$0.00
 Documents: Delinquent letter mailed on 02/20/2002
 RAF form mailed on 12/06/2001