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IN THE UNITED STATES BANKRUPTCY COURT

**COMMISSION
CLERK**

FOR THE DISTRICT OF DELAWARE

In re:

CABLE & WIRELESS USA, INC., et al.,¹

Debtors.

) Chapter 11
)
) Case No. 03-13711 (CGC)
) (Jointly Administered)
)

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COMMISSION CLERK
ADMINISTRATIVE SERVICES

ORDER (A) APPROVING THE ASSET PURCHASE AGREEMENT WITH PROPOSED PURCHASER, (B) AUTHORIZING (I) THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS TO SAVVIS ASSET HOLDINGS, INC., FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS AND (II) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS, LICENSE AGREEMENTS AND UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEF²

Upon the motion (the "Sale Motion"), dated December 10, 2003, of Cable & Wireless USA, Inc., Cable & Wireless Internet Services, Inc., Exodus Communications Real Property I, LLC, and Exodus Communications Real Property Managers I, LLC, and Exodus Communications Real Property I, LP (collectively, the "Debtors,"), for entry of an order pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9014 and 9019: (A) approving the asset purchase agreement (as amended on the record at the auction held on January 21 and 22, 2004 and subsequently by the parties, the "APA")³ by and among the Debtors and SAVVIS Asset Holdings, Inc. (the "Purchaser"), and such other agreements to be entered into and among the parties as contemplated therein, (B) authorizing (i) the sale (the

¹ The Debtors consist of the following entities: Cable & Wireless USA, Inc., Cable & Wireless USA of Virginia, Inc., Cable & Wireless Internet Services, Inc., Exodus Communications Real Property I, LLC, Exodus Communications Real Property Managers I, LLC, and Exodus Communications Real Property I, LP.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the APA with SAVVIS Asset Holdings, Inc. and the Sale Motion, and to the extent of any inconsistency, the APA shall govern.

³ A copy of the APA, as amended to be consistent with the record at the Auction, will be filed with the Court as an exhibit within 2 business days after the entry of this Order.

- AUS _____
- CAF _____
- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- MMS _____
- SEC _____
- OTH _____

Done

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"Sale") of substantially all of the Debtors' assets to the Purchaser free and clear of all liens, claims, encumbrances, and other interests (collectively, the "Liens"), other than any Permitted Liens (but free and clear of Permitted Liens of the type defined in clause (ii) of the definition of Permitted Liens set forth in the APA (the "Carved-Out Permitted Liens")) and assumed liabilities under the APA, and (ii) the assumption and assignment to the Purchaser of certain executory contracts and unexpired leases, and (C) granting certain related relief; and upon the order of this Court, dated December 22, 2003 (the "Bidding Procedures Order"), (A) approving bidding procedures and overbid protections in connection with the Sale, (B) approving the form and manner of notice of the Sale Notice and Bidding Procedures Notice, (C) scheduling a hearing date on the Sale Motion, and (D) approving procedures for determining cure amounts in connection with the assumption and assignment of certain executory contracts and unexpired leases; and an auction (the "Auction") having taken place for the Sale on January 21 and 22, 2004, at which the Debtors determined in their business judgment that the overbid submitted by the Purchaser was the best and highest offer; and a hearing having been held on January 23, 2004 in connection with the Sale Motion (the "Sale Hearing"); and all parties in interest having been heard, or having had the opportunity to be heard, regarding the Sale; and the Court having considered (x) the Sale Motion, (y) the objections to the Sale Motion, and (z) the arguments made and evidence proffered or adduced in support of approval of the Sale at the Sale Hearing; and it appearing from the affidavits of service filed with the Court that due and sufficient notice of the Sale Motion and the relief granted by this Order, have been provided to all parties affected thereby (the "Sale Notice"); and it further appearing that no other or further notice hereof is required; and the Court having received evidence in support of the approval of the APA and the Sale; and it appearing that the relief requested in the Sale Motion and approved hereby is in the best interests of the Debtors, their estates, creditors, and other parties in interest; and upon the record of the Sale Hearing and these chapter 11 cases, including the decision of the Court to approve the Sale Motion, APA, and Sale as reflected on the record of the Sale Hearing; and after

due deliberation and good and sufficient cause appearing therefor, this Court hereby makes the following Findings of Fact and Conclusions of Law:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW:

IT IS HEREBY FOUND AND DETERMINED THAT:⁴

Jurisdiction, Final Order and Statutory Predicates

B. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(g) and 6006(d), the parties may consummate the Sale immediately upon entry of this Order. To any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order.

D. The statutory predicates for the relief requested in the Sale Motion are sections 105(a), 363(b), (f), and (m), and 365 of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6004(a), (b), (c) and (e), 6006(a) and (c), 9014 and 9019.

Retention of Jurisdiction

E. It is necessary and appropriate for the Court to retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which any of the Debtors is a party or which has been assigned by any Debtor to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

⁴ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052. Any statements of the Court from the bench at the Sale Hearing shall constitute additional findings of fact and conclusions of law as appropriate and are expressly incorporated by reference into this Order to the extent not inconsistent herewith.

Notice of the Sale Motion, Auction and the Cure Amounts

F. As evidenced by the affidavits of service previously filed with this Court, proper, timely, adequate, and sufficient notice of the Sale Motion, the Auction, the Sale Hearing, and the Sale has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 9014, and in substantial compliance with the Bidding Procedures Order.

G. Actual written notice of the Sale Hearing, the Auction, the Sale Motion, and the Sale and 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, but not limited to: (i) the United States Trustee for the District of Delaware (the "UST"); (ii) counsel to the Debtors' postpetition lender; (iii) counsel for the statutory committee appointed by the UST in the Debtors' cases (the "Committee"); (iv) counsel to Cable and Wireless plc ("PLC"); (v) all non-debtor counter-parties to the Assigned Contracts; (vi) any entity that filed a notice of appearance and demand for service of papers in these chapter 11 cases pursuant to Bankruptcy Rule 2002 as of the date of service of the Sale Notice; (vii) counsel to Gores; (viii) all parties that have signed confidentiality agreements and to which The Blackstone Group L.P. and/or Greenthill & Co., LLC have sent the Confidential Information Memorandum/Initial Bid Solicitation Materials of the Debtors; (ix) all parties that timely filed an objection to entry of the Bidding Procedures Order; and (x) all parties holding Liens against the Debtors' estates.

H. The Debtors published notice of the time and place of the proposed Auction, the time and place of the Sale Hearing and the time for filing an objection to the Sale Motion in the national editions of The Wall Street Journal and The New York Times, and in regional papers for Northern Virginia and Northern California, as soon as practical after the approval of the Sale Notice.

I. In accordance with the provisions of the Bidding Procedures Order, the Debtors have served the cure notice as set forth in the Bidding Procedures Order (the "Cure Notice") upon each non-debtor counter-party to an Assigned Contract that the Debtors may seek to

assume and assign to the Purchaser on the Closing Date. The service of such Cure Notice was good and sufficient and appropriate under the circumstances and no further notice need be given in respect of establishing a Cure Amount for the respective Assigned Contract. Non-debtor counter-parties to the Assigned Contracts have had an opportunity to object to the Cure Amount set forth in the Cure Notice.

J. The Debtors have complied with all obligations to provide notice of the Sale Motion, Auction, Sale Hearing, and Sale required by the Bidding Procedures Order. The foregoing notice described in paragraphs F through I was good and sufficient and appropriate under the circumstances, and no other or further notice of the Sale Motion, Auction, the Sale Hearing, or the Sale is required.

K. The disclosures made by the Debtors concerning the APA, the Sale, and the Sale Hearing were good, complete and adequate.

Consent of Secured Lenders

L. PLC, the DIP Lender and the Debtors' prepetition senior secured lender, consent to the entry of this Order, to the terms and conditions of the APA, and to the consummation of the Sale.

Good Faith of the Purchaser and Third Party Purchasers

M. The Purchaser is not affiliated with the Debtors.

N. The terms of the Sale, as set forth in the APA, are fair and reasonable under the circumstances of these chapter 11 cases.

O. The Purchaser negotiated the terms and conditions of the Sale in good faith and at arm's length, is entering into the Sale in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the protections afforded thereby. The Purchaser will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the Sale at any time after the entry of this Order, including immediately after its entry. The Court has found that the Purchaser has acted in good

faith in all respects in connection with these chapter 11 cases and the Sale in that, among other things:

(1) the Purchaser recognized that the Debtors were free to negotiate with any other party that expressed qualified interest in purchasing their assets;

(2) the Purchaser agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order;

(3) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser with the Debtors in connection with the Sale have been disclosed;

(4) there is no evidence that the Purchaser has violated section 363(n) of the Bankruptcy Code by any action or inaction;

(5) no common identity of directors or controlling stockholders exists between the Purchaser and any of the Debtors; and

(6) the negotiation and execution of the APA and all other aspects of the Sale were conducted in good faith.

P. The back-up bidders, Gores and Leucadia, are also determined to be good faith purchasers within the meaning of section 363(m) of the Bankruptcy Code, and are therefore entitled to the protections afforded thereby to the extent that one of them becomes the successful purchaser.

Highest and Best Offer

Q. The APA constitutes the highest and best offer for the Acquired Assets received at the Auction, and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the APA constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment.

R. The APA represents a fair and reasonable offer to purchase the Acquired Assets under the circumstances of these chapter 11 cases. No other entity or group of entities has offered to purchase the Acquired Assets for greater economic value to the Debtors' estates than the Purchaser.

No Fraudulent Transfer

S. The consideration provided for the Acquired Assets pursuant to the APA constitutes 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.

Validity of Transfer

T. The transfer of each of the Acquired Assets to the Purchaser will be as of the Closing Date a legal, valid, and effective transfer of such assets, and vests or will vest the Purchaser with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all Liens accruing, arising or relating to any time prior to the Closing Date, except for any Permitted Liens (but free and clear of the Carved-Out Permitted Liens) and assumed liabilities under the APA.

Section 363(f) Is Satisfied

U. The Debtors may sell the Acquired Assets free and clear of all Liens against the Debtors or their estates (except for any Permitted Liens, but free and clear of the Carved-Out Permitted Liens, and assumed liabilities under the APA) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Liens against the Debtors or their estates who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Liens who did object fall within one or more of the other subsections of section 363(f) and are adequately protected by having their Liens, if any, in each instance against the Debtors or their estates, attach to the cash proceeds of the Sale ultimately attributable to the Acquired Assets in which such creditor alleges an interest, in the same order of priority, with the same validity, force and effect that such creditor had prior

to the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

Compelling Circumstances for Immediate Sale

V. The Debtors have demonstrated both (i) good, sufficient, and sound business purpose and justification, and (ii) compelling circumstances for the Sale pursuant to section 363(b) of the Bankruptcy Code prior to a chapter 11 plan in that, among other things, the value of the business is extremely time-sensitive given the importance of maintaining a seamless hosting and networking services business and maintaining customer relationships, and the threat of erosion of these relationships and in the value of the business.

Based on the foregoing Findings of Fact and Conclusions of Law, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, EFFECTIVE IMMEDIATELY, AS FOLLOWS:

General Provisions

1. The relief requested in the Sale Motion is granted and approved as set forth in this Order, and the Sale contemplated thereby is hereby approved as set forth in this Order.

2. Except as expressly provided herein and on the record at the Sale Hearing, 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 in such objections, are overruled on the merits.

Approval of the APA

3. The APA and all other ancillary documents and all of the terms and conditions thereof are hereby approved in their entirety. To the extent of any conflict or inconsistency between the provisions of this Order and the terms and conditions of the APA and such other ancillary documents, as applicable, this Order shall govern and control.

4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions necessary or appropriate to (i) consummate the Sale of each of the Acquired Assets to the Purchaser pursuant to and in accordance with the terms and conditions of the APA, (ii) close the Sale as contemplated in the APA and this Order, and (iii) execute and deliver, perform under, consummate, implement and close fully the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and the Sale, including any other ancillary document, and to take all further actions as may be reasonably requested in accordance with the APA by the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser or reducing to possession, the Acquired Assets, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the APA and such other ancillary documents.

5. The terms and provisions of this Order shall be binding in all respects upon the Purchaser and the Debtors, any trustees thereof, their estates, all creditors and shareholders of

any of the Debtors, all interested parties, and their respective successors and assigns, including, but not limited to, the DIP Lender and the Debtors' prepetition senior secured lender, PLC, and any other creditor asserting a lien, and all non-debtor counter-parties to the Assigned Contracts that are to be assigned to the Purchaser under the APA.

Transfer of the Acquired Assets

6. Subject to paragraph 16 herein, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Acquired Assets on the Closing Date in accordance with the APA and this Order. Such Acquired Assets shall be transferred to the Purchaser upon and as of the Closing Date in accordance with the APA and such transfer shall constitute a legal, valid, binding and effective transfer of such Acquired Assets and, upon the Debtors' receipt of the Purchase Price, shall be free and clear of (a) all Liens except any Permitted Liens (but free and clear of the Carved-Out Permitted Liens) and assumed liabilities under the APA, and (b) all other interests, including without limitation, any and all "claims" (as that term is defined in section 101(5) of the Bankruptcy Code), with all such Liens and interests to attach to the net proceeds of the Sale in the order of their priority, with the same validity, force and effect that they now have as against such Acquired Assets, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

7. Notwithstanding anything to the contrary herein or any of the sale transaction documents, nothing shall affect or be deemed a determination of or limitation on (1) the liability of the Purchaser, its affiliates, successor, assigns or transferees, for any patent infringement claims of Xcelera, Inc., Mirror Image Internet, Inc. and Akamai Technologies, Inc. against the Purchaser, its affiliates, successor, assigns or transferees based upon acts or omissions with respect to the assets purchased or managed by the Purchaser, its affiliates, successors, assigns or transferees under the APA, or (2) Xcelera, Inc.'s, Mirror Image Internet, Inc.'s and Akamai Technologies, Inc.'s right to pursue patent infringement claims they have or may have against the Purchaser, its affiliates, successors, assigns or transferees based on such parties' use or

management of the assets purchased or managed by the Purchaser, its affiliates, successors, assigns or transferees under the APA.

8. Except as expressly permitted herein or by the APA with respect to any Permitted Lien (other than the Carved-Out Liens) and assumed liabilities, the Purchaser shall have no liability or responsibility for any Lien arising, accruing, or relating to a period prior to the Closing Date.

9. Notwithstanding anything to the contrary contained in any order of the Court governing post-petition financing or use of cash collateral, upon the Debtors' receipt of the Purchase Price, the liens granted pursuant to any such orders to the DIP Lenders or any trade creditor shall not encumber (i) any of the Acquired Assets, on and after the Closing Date with regard to such Acquired Assets, (ii) property, including Inventory, relating to the Debtors' business first arising or coming into any Debtor's possession after the Closing Date, including, without limitation, any revenues and accounts receivable generated by the business after the Closing Date, or (iii) any other property of the Purchaser, with all such property described in clause (i) through (iii) above being the property solely of the Purchaser and the Debtors not having any property interest therein; provided, however, that all such liens shall attach to the proceeds of the Sale in accordance with paragraph 6 above.

CAF 10. ^{Subject to paragraph 16 herein,} Except as expressly permitted or otherwise specifically provided by the APA or this Order, all persons and entities holding Liens or interests in the Acquired Assets (other than Permitted Liens (but free and clear of the Carved-Out Permitted Liens) and assumed liabilities) arising under or out of, in connection with, or in any way relating to the Debtors, the Acquired Assets, the operation of the Seller Debtors' business prior to the Closing Date or the transfer of the Acquired Assets to the Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting against the Purchaser or its successor and assigns, their property or the Acquired Assets, such persons' or entities' interests in and to the Acquired Assets.

11. The following two subsections of this paragraph 11 apply to the following taxing authorities (the "Taxing Authorities): The Tax Appraisal District of Bell County, Texas, Elgin

ISD, Bowie County Appraisal District, Comal County, Freestone County, Grimes County, Grimes County Appraisal District, Guadalupe County, Hays County, Hardeman County, Hill County, Hillsboro ISD, Liberty County, Leon County, Leon ISD, City of Waco/Waco ISD, Van Zandt County Appraisal District, Wilbarger County, Wilbarger County Appraisal District, Williamson County, Texas, Armstrong County Appraisal District, Carson County Appraisal District, Carson County Tax Office, Childress County Appraisal District, Dallam County Appraisal District, Dallam County Tax Office, Donley County Appraisal, District, Hall County Appraisal District, Hartley County Appraisal District, Moore County Appraisal District, Moore County Tax Office, Potter County Tax Office, Randall County Tax Office, Sherman County Appraisal District, Sherman County Tax Office, Richardson Isd, Arlington Isd, Burleson Isd, City Of Burleson, City Of Fort Worth, Eagle Mountain-Saginaw Isd, Fort Worth Isd, Johnson County, Alvarado Isd, City Of Alvarado, Waxahachie Isd, Emis Isd, City Of Bardwell, City Of Itasca, City Of Iowa Park, Iowa Park Isd, City Of Wichita Falls, Wichita Falls Isd, City Of Electra, Electra Isd, Electra Hospital District, Wichita County, City Of Missouri City, Fort Bend Lid #2, City Of Rosenberg, Crosby Independent School District, Alief Independent School District, Klein Independent School District, Sheldon Independent School District, Spring Independent School District, Spring Branch Independent School District, Tomball Isd, City Of Tomball, Fayette Cad, Smith County, Smith County Rural Fire District #1, Tyler Jr. College, Cass CAD, Dallas Co, Kaufman Co, Mildred ISD, Navarro Co, Northeastern TX Comm Coll District, Northwest ISD, City of Richardson, Tarrant Co, Camp CAD, Clay CAD, City of Chillicothe, Chillicothe ISD, Montague Co, Corsicana ISD, Titus Co, Titus CAD, Wise Co, Wise CAD, Wood Co, Ellis Co:

- A. Notwithstanding anything to the contrary in this Order, the APA or the DIP Financing Order, as soon as reasonably practicable after receipt by the Debtors the Purchase Price, the Debtors shall place in a segregated account maintained by the Debtors (the "Tax Account") the amounts claimed by the Taxing Authorities

for outstanding taxes as of the Closing Date, but excluding any amounts that the Purchaser is liable for pursuant to the APA, and notified to the Debtors, in good faith and in writing, prior to the Closing Date (the "Pre-Closing Taxes"). The Liens of the Taxing Authorities on account of the Pre-Closing Taxes shall attach to the funds in the Tax Account in the order of their priority, with the same validity, force and effect and to the same extent that they now have against the relevant Acquired Assets that each Lien of each Taxing Authority now has subject to any claims and defenses the Debtors and their estates may possess thereto. The Tax Account shall only be adequate protection for the Taxing Authorities and shall not constitute allowance of their claims nor a cap on their claims, except that each Taxing Authority may only be paid up to the Pre-Closing Taxes from the Tax Account, without prejudice to their right to recover any excess from the Debtors in the ordinary course of their chapter 11 cases. No funds from the Tax Account may be distributed to any party other than as agreed between the Debtors and the relevant Taxing Authority or by order of the Court.

- B. Liability to the Taxing Authorities for taxes for the remaining tax period after the Closing Date (the "Post-Closing Taxes") which would, but for this Order be subject to a Lien, shall remain in full force and effect in relation to the relevant Acquired Assets and shall secure the Post-Closing Taxes, notwithstanding the provisions of this Sale Order, subject to any claims and defenses the Purchaser may possess thereto.

Assumption and Assignment of the Assigned Contracts

12. Subject to paragraph 16 herein, the Debtors are hereby authorized, in accordance

with sections 365(b)(1) and (f)(2) of the Bankruptcy Code, (other than with respect to those contracts that the Debtors have agreed to in writing by mutual consent with the counter-party on or prior to the Sale Hearing that are not subject to assumption and assignment, notwithstanding the service of a Cure Notice) to: (i) assume the Assigned Contracts ; (ii) sell, assign and transfer to the Purchaser the Assigned Contracts free and clear of all Liens; and (iii) execute and deliver to the Purchaser such assignment and transfer documents as may be necessary to sell, assign and transfer the Assigned Contracts.

13. The Debtors and Purchaser are directed to pay the Cure Amounts owing under each of the Assigned Contracts as provided in the APA, as further set forth in Exhibit A to the Cure Notice, on or before the Closing Date.

14. Subject to paragraph 16 herein, the Assigned Contracts shall, as of the Closing Date, be valid and binding on the Purchaser and the other non-debtor counter-parties thereto, and in full force and effect and enforceable in accordance with their respective terms. Following such assignment, the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assigned Contracts.

15. Consummation of the Sale, including, without limitation, the transfer of the assets to Purchaser pursuant to the APA and the assumption and assignment to Purchaser of the Assigned Contracts, will not subject Purchaser to any debts, liabilities, obligations, commitments, responsibilities or claims of any kind or nature whatsoever, whether known or unknown, contingent or otherwise, existing as of the date hereof or hereafter arising, of or against the Debtors, any affiliate of the Debtors, or any other person by reason of such transfers and assignments under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia applicable to such transactions, based, in whole or in part, directly or indirectly, in any theory of law or equity, including, without limitation, any theory of equitable

law, including, without limitation, any theory of antitrust or successor or transferee liability, except that Purchaser shall be liable for payment only of the Assumed Liabilities.

16. Notwithstanding anything else to the contrary herein, and consistent with the record at the Sale Hearing, all parties that filed a timely adequate assurance, cure amount, and/or other objection (the "Objections") to the Sale Motion and such other parties as identified on the record at the Sale Hearing (but excluding those Objections that were resolved by mutual consent of the Debtors and the applicable counter-parties prior to the Sale Hearing, other than by continuance and reservation of rights), shall be deemed to reserve all rights with respect to such Objections (collectively, the "Objecting Parties"). The Objections raised by the Objecting Parties shall be continued to the February 19, 2004 omnibus hearing date (with the exception of Microsoft, which shall be continued to March 10, 2004) and to the extent such Objections relate to adequate assurance, such Objections shall be subject to the procedures for determining adequate assurance set forth on the record at the Sale Hearing. The contracts or leases with any Objecting Party shall not be included in the meaning of the term "Assigned Contracts" under the APA or this Order until such contract or lease is actually assumed and assigned.

Additional Provisions

17. On the Closing Date, each creditor of the Debtors is authorized to execute such documents and take all other actions as may be necessary to release Liens (except Permitted Liens but including the Carved-Out Permitted Liens) on the Acquired Assets, if any, as provided for herein, as such Liens may have been recorded or may otherwise exist; provided, however, such Liens shall be deemed to attach to the proceeds of the Sale in accordance with paragraph 6 above.

18. All entities who are presently, or on or before the applicable Closing Date may be, in possession of some or all of the Acquired Assets to be transferred as of such Closing Date are hereby directed to surrender possession of the Acquired Assets to the Purchaser on the Closing Date at that entity's sole expense.

19. The Debtors are authorized, in their sole discretion, but with the consent of the Purchaser, where required by the APA, to compromise disputes regarding amounts either due to or owed by the Debtors under the terms of the APA and other ancillary documents, pursuant to section 363(b) of the Bankruptcy Code and Rule 9019(b) of the Bankruptcy Rules.

20. The terms and provisions of the APA and other ancillary documents, including the Management Agreement, together with the terms and provisions of this Order, shall be binding in all respects upon all entities, including the Debtors, any trustees thereof, their estates, their creditors, their shareholders, and all interested parties, administrative agencies, governmental units, secretaries of state, federal, state and local officials, including, without limitation, any such administrative or governmental authorities maintaining any authority relating to licensing, environmental, health, or safety laws, and their respective successors or assigns, including, but not limited to, all non-debtor counter-parties to the Assigned Contracts that will be assigned to the Purchaser under the APA, and upon any persons asserting a Lien against the Debtors' estates or any of the Acquired Assets to be sold and assigned to the Purchaser.

21. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (i) these chapter 11 cases, (ii) any subsequent chapter 7 case into which any such chapter 11 case may be converted, or (iii) any related proceeding subsequent to entry of this Order, shall conflict with or derogate from the provisions of the APA or the terms of this Order. The Debtors agree that the relief and protections granted to the Purchaser pursuant to this Order shall not be affected in any manner by the entry of an order confirming a chapter 11 plan of reorganization in any of the Debtor's chapter 11 cases. This Order shall be binding upon and enforceable against, among others, the Debtors, their estates and any and all chapter 7 and chapter 11 trustees thereof.

22. To the extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets on account of the filing of these chapter 11 cases.

23. This Court retains jurisdiction, even after the closing of these chapter 11 cases, to:
- (a) interpret, implement and enforce the terms and provisions of this Order and the terms of the APA, all amendments thereto and any waivers and consents thereunder and of each of the agreements executed in connection therewith to which any of the Debtors is a party or which has been assigned by any Debtor to the Purchaser;
 - (b) protect the Purchaser or any of the Assigned Contracts or Acquired Assets against any of the Liens, as provided herein, including to enjoin the commencement or continuation of any action seeking to impose successor liability;
 - (c) enter orders in aid or furtherance of the Sale;
 - (d) compel delivery of all Acquired Assets to the Purchaser;
 - (e) adjudicate any and all remaining issues concerning the Debtors' right and authority to assume and assign the Assigned Contracts and the rights and obligations of the Purchaser with respect to such assignment and the existence of any default under any such Assigned Contract;
 - (f) adjudicate all issues concerning (alleged) pre-closing Liens, and any other (alleged) interest(s) in and to the Acquired Assets, including the extent, validity, enforceability, priority and nature of all such (alleged) Liens;
 - (g) adjudicate any and all issues and/or disputes relating to the Debtors' right, title or interest in the Acquired Assets and the proceeds thereof, the Sale Motion and/or the APA; and
 - (h) re-open the Debtors' chapter 11 cases to enforce the provisions of this Order.

24. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale.

25. The failure specifically to include any particular provision of the APA or other agreements executed in connection therewith in this Order shall not diminish or impair the efficacy of such provision, it being the intent of this Court that the APA and other agreements executed in connection therewith and each and every provision, term, and condition thereof be authorized and approved in their entirety.

26. The Purchaser may consummate the Sale at any time after entry of the Order (including immediately thereafter) by waiving any and all closing conditions set forth in the APA that have not been satisfied and by proceeding to close the Sale without any notice to the Court, any prepetition or postpetition creditor of the Debtors, and/or any other party in interest.

27. This Order shall be effective immediately upon entry and Bankruptcy Rules 6004(g) and 6006(d) shall not apply.

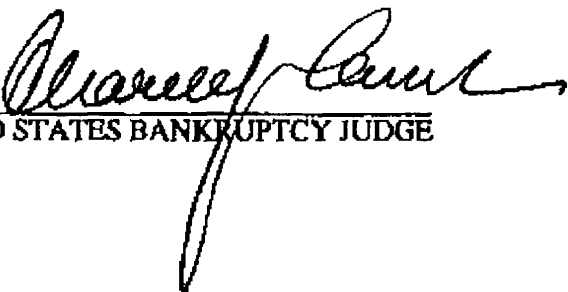
28. The Sale is undertaken by the Purchaser in good faith (as that term is used in section 363(m) of the Bankruptcy Code), and the Purchaser shall continue to be in good faith (as that term is used in section 363(m) of the Bankruptcy Code) by proceeding to close the Sale, even if such closing occurs immediately upon entry of this Order. Accordingly, the reversal or modification on appeal of the authorization to consummate the Sale provided herein shall not affect the validity of the Sale to the Purchaser unless such authorization is duly stayed prior to closing of the Sale pending such appeal. The Purchaser is a purchaser in good faith of the Acquired Assets and the Assigned Contracts, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

29. The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by such parties in accordance with the terms thereof, without further order of the Court, provided that (a) any such modification, amendment, or supplement is not material and (b) to the extent practicable, notice of any modification, amendment, or supplement should be delivered to counsel for the Committee and counsel for the DIP Lender at least five (5) days prior to the effective date of any such modification, amendment, or supplement.

30. The provisions of this Order are non-severable and mutually dependent.

31. For purposes of this Order, permitted encumbrances shall include liens for taxes not yet due and payable.

Dated: Wilmington, Delaware
January 23, 2004


UNITED STATES BANKRUPTCY JUDGE