

ORIGINAL

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ATTORNEYS FOR VOCALL COMMUNICATIONS CORPORATION

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY
TRENTON DIVISION

010912-TI

IN RE:	:	CHAPTER 11
	:	
VOCALL COMMUNICATIONS CORPORATION,	:	CASE NO. 00-59661(SAS)
	:	
Debtor.	:	

NOTICE TO ADDED OR AFFECTED CREDITORS

Please be advised of the following:

1. On September 19, 2001, an Involuntary Petition of Bankruptcy was filed against the Debtor, VoCall Communications Corporation. On February 26, 2001, the case was converted to a Chapter 11 and an Order for Relief was entered.
2. The first meeting of creditors was held on April 12, 2001.
3. The Order Respecting Amendment to List of Creditors (the "Order") provides that

APP _____ added or affected creditors have sixty (60) days from the date of the Order in which to file a
CAF _____
CMP _____
GSM _____ Proof of Claim. The Order was entered on October 3, 2001 and, therefore, the bar date is
CTR _____
EGR _____ **December 2, 2001.**
LEG _____
CPC _____
PAI _____
RCO _____
SEC _____
SER _____
OTH _____

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DISTRIBUTION CENTER

4. Your claim has been listed by the Debtor in the Debtor's Schedules as unliquidated.

5. The Debtor may be examined by subpoena pursuant to District of New Jersey Local Bankruptcy Rule 2004-1.

Respectfully submitted,

WOLF, BLOCK, SCHORR AND SOLIS-COHEN LLP

By: 
Robert C. Lopez, Esquire
One Port Center, Suite 502
Two Riverside Drive
Camden, NJ 08103
Attorneys for Defendant

Date: October 12, 2001.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:)
)
Vocall Communications Corp.) Case No. 0-59661
)
) Chapter 11
)
Debtor(s).)

FILED
JAMES J. WALDRON, CLERK
OCT 3 2001
U.S. BANKRUPTCY COURT
TRENTON, N.J.
BY *[Signature]* DEPUTY

ORDER RESPECTING AMENDMENT TO LIST OF CREDITORS

The debtor(s) having filed on September 21, 2001, an amendment to Schedule E and F of the schedules, adding creditor(s) not listed, or providing or revising addresses for listed creditor(s) and good cause appearing;

IT IS ON THIS DAY of October 3, 2001

ORDERED that the added or affected creditor(s) has sixty (60) days from the date of this Order, or until the date specified in the Order and Notice for Meeting of creditors filed herein, whichever last occurs, in which to file a proof of claim, and sixty (60) days within which to file a complaint objecting to discharge under Bankruptcy Code 727(a) or to determine dischargeability of a debt under Bankruptcy Code 523(c), if the debtor is an individual; and it is further

ORDERED that the Debtor(s) shall serve on the added or affected creditor(s) by mailing within ten (10) days of the date hereof a copy of this Order and a copy of any Plan that has been filled, together with a notice advising such creditors(s) of the following:

1. The date of the filing of the petition for relief;
2. The date of the meeting of creditors;
3. The date of the hearing on confirmation of the plan if scheduled;
4. The date within which a proof of claim must be filed, and whether or not the claim was listed by the debtor as disputed, contingent or unliquidated; and
5. That the debtor(s) may be examined by subpoena pursuant to D.N.J. Local Bankruptcy Rule 2004-1; and it is further

ORDERED that within ten (10) days of the date hereof the debtor(s) shall file an affidavit certifying compliance with the above Order, to which affidavit shall be attached a true copy of the notice required by the preceding paragraph.

[Signature]
WILLIAM H. GINDIN
Honorable William Gindin
United States Bankruptcy Judge

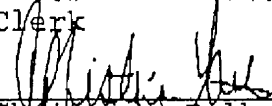
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CERTIFICATE OF MAILING

I HEREBY CERTIFY that on October 3, 2001, I mailed a copy of the foregoing order to the attorney of record for the debtor(s).

James J. Waldron
Clerk

BY:


Christine Folk
Deputy Clerk

PAUL J. BRENMAN
GRETCHEN M. SANTAMOUR
ROBERT C. LOPEZ
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ATTORNEYS FOR VOCALL COMMUNICATIONS CORPORATION

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY
TRENTON DIVISION

IN RE:	:	CHAPTER 11
VOCALL COMMUNICATIONS CORPORATION,	:	CASE NO. 00-59661(SAS)
Debtor.	:	

DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION

Debtor/Plan Proponent respectfully submits its First Amended Plan of Reorganization pursuant to Chapter 11, Title 11 of the United States Code in the form annexed hereto and made part hereof.

VOCALL COMMUNICATIONS CORPORATION

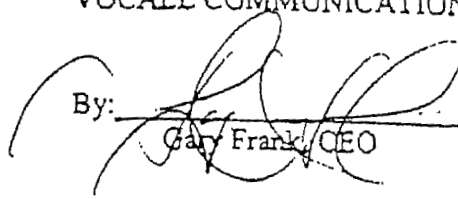
By:  CEO

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ARTICLE I
Definitions

The following terms used in the Plan shall, unless the context otherwise requires, have the following meanings, respectively:

1.1 **Administrative Expense Claim.** A Claim against the Debtor to the extent such Claim is allowed as an Administrative Expense Claim under section 503 of the Bankruptcy Code.

1.2 **Administrative Claim Bar Date.** The Date by which any person must request payment of an Administrative Expense Claim under Section 503 of the Bankruptcy Code, other than Administrative Expense Claims under Sections 503(b)(2), 503(b)(3) and 503(b)(4), which shall be the Effective Date.

1.3 **Allowed Claim.** A Claim against the Debtor to the extent that:

- (a) a proof of Claim was
 - (i) timely filed, or
 - (ii) deemed filed pursuant to section 1111(a) of the Bankruptcy Code;
- and
- (iii) the Claim is not a Disputed Claim; or
- (b) the Claim is allowed (and only to the extent allowed by a Final Order).

1.4 **Allowed Priority Gap Claim.** A Priority Gap Claim to the extent it is an Allowed Claim.

1.5 **Allowed Priority Regulatory Claim.** A Priority Regulatory Claim to the extent it is an Allowed Claim.

1.6 **Allowed Secured Claim.** A Secured Claim to the extent it is an Allowed Claim.

1.7 Allowed Unsecured Claim. An Unsecured Claim to the extent it is an Allowed Claim.

1.8 Available Cash. All collected funds in the Reserve Account after payment of or appropriate reserve for Administrative Expense Claims and Priority Tax Claims.

1.9 Ballot. The form distributed to holders of impaired Claims on which the holders may accept or reject the Plan.

1.10 Bankruptcy Causes. All claims, rights, and causes of action created in favor of the Debtor under the Bankruptcy Code, including but not limited to all claims, rights and causes of action arising under section 542 through section 553 of the Bankruptcy Code.

1.11 Bankruptcy Code. Title 11 of the United States Code, as now in effect or hereafter amended.

1.12 Bankruptcy Court. The United States Bankruptcy Court for the District of New Jersey, or, to the extent the reference of this case is withdrawn, the United States District Court for the District of New Jersey.

1.13 Bar Date. July 11, 2001, the date set by the Bankruptcy Court on which all proofs of claim must be filed.

1.14 Capital Contribution. The \$100,000.00 capital contribution to the Debtor to be made by holders of Equity Interests on the Effective Date.

1.15 Cash. Cash and cash equivalents and other readily marketable securities or instruments.

1.16 Causes of Action. Bankruptcy Causes and all claims and causes of action of the Debtor against WorldAccess, WorldCom, Inc., MCI Telecommunications Corporation, WorldCom Network Services, Inc., MCI WorldCom Network Services, Inc., MCI WorldCom,

Inc., and their respective affiliates, parent, subsidiaries, officers, agents, employees, successors and assigns and any other Person and their respective affiliates, parent, subsidiaries, officers, agents, employees, successors and assigns.

1.17 Chapter 11. Chapter 11 of the Bankruptcy Code.

1.18 Claim. A right to payment, whether or not such right is reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, legal or equitable, secured or unsecured; or a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured.

1.19 Creditors' Committee. The Official Committee of Unsecured Creditors appointed by the Office of the United States Trustee in this case.

1.20 Confirmation Date. The date on which the Confirmation Order is entered on the docket.

1.21 Confirmation Order. The order of the Bankruptcy Court confirming the Plan.

1.22 Debtor. VoCall Communications Corporation, a New York corporation, both as debtor and debtor-in-possession.

1.23 Debtor's Property. All property of any nature whatsoever, real or personal, tangible or intangible, previously or now owned by the Debtor.

1.24 Disputed Claim. A Claim against the Debtor as to which an objection has been timely filed by any party in interest, and not withdrawn, which objection is not the subject of a Final Order.

1.25 **Effective Date.** The first business day which is at least thirty (30) calendar days after the Confirmation Date, if no appeal has been timely filed or no stay pending appeal has been obtained pursuant to Federal Rule of Bankruptcy Procedure 8005. If such an appeal has been filed and stay obtained, the Effective Date shall be the later of the first business day after the Confirmation Order becomes a Final Order or the first business day that is at least thirty (30) days after the Confirmation Date.

1.26 **Equity Interests.** The ownership rights in the Debtor of holders of any of the Debtor's issued and outstanding common stock.

1.27 **Final Order.** An order of the Bankruptcy Court as entered on its docket that has not been reversed, stayed pursuant to Federal Rule of Bankruptcy Procedure 8005, modified or amended, and as to which the time to appeal, petition for certiorari, or seek re-argument or rehearing has expired, and as to which no appeal, petition for certiorari, re-argument or rehearing is pending or as to which any right to appeal, or petition for certiorari has been waived in writing in a manner satisfactory to the Debtor or, if an appeal, certiorari, re-argument or rehearing thereof has been sought, the order or judgment of the Bankruptcy Court has been affirmed by the highest court to which the order was appealed or from which the re-argument or rehearing was sought, or certiorari has been denied, and the time to take any further appeal or to seek certiorari or further re-argument or rehearing has expired.

1.28 **Net Cash Flow.** Debtor's cash receipts for a calendar year less actual carrier costs and any taxes and other government imposts relating to the provision of telecommunication services for such calendar year less all cash operating expenses for such calendar year, net of a forty-four percent (44%) allowance for income taxes or any income of the Debtor.

1.29 **Person.** An individual, corporation, partnership, joint venture, trust, estate, unincorporated company or association, a governmental unit, or any other form of legal entity.

1.30 **Petition Date.** September 19, 2001.

1.31 **Plan.** This First Amended Plan of Reorganization and any duly filed modification or amendment hereto.

1.32 **Plan Years.** The years during which the Plan is in effect, commencing on the Effective Date and ending five (5) years from the Effective Date.

1.33 **Priority Gap Claim.** A Claim to the extent such Claim is entitled to priority in right of repayment under section 507(a)(2) of the Bankruptcy Code other than Priority Regulatory Claims.

1.34 **Priority Regulatory Claim.** A Claim, other than a tax claim, that arises out of or is provided for in a federal statute enacted by the United States Congress (other than the Bankruptcy Code) or in any regulation or rule promulgated by a Federal regulatory agency, including without limitation, the Federal Communications Commission and to the extent such claim is entitled to priority in right of repayment under section 507(a)(2) of the Bankruptcy Code.

1.35 **Priority Tax Claims.** A Claim to the extent such Claim is entitled to priority in right of payment under Section 507(a)(8).

1.36 **Professional Person.** Attorneys, accountants, appraisers, auctioneers, or other professionals within the meaning of section 327 of the Bankruptcy Code employed with the Bankruptcy Court's approval.

1.37 **Pro Rata.** A calculation meaning proportionately so that the amount of consideration distributed on account of an individual Allowed Claim bears the same ratio to the

amount of consideration distributed on account of all Allowed Claims in the class plus an amount reserved on account of the Disputed Claims in the same class, as the dollar amount of such individual Allowed Claim bears to the total dollar amount of Allowed Claims and Disputed Claims in that particular class.

1.38 Rejection Claims. A Claim against the Debtor for rejection damages as a result of the Debtor's rejection of an Executory Contract or Unexpired Lease.

1.39 Record Holder Date. The date on which the Plan solicitation packets are mailed to the voting classes as established by the Court in the Order (i) Approving Disclosure Statement, (ii) Establishing Voting Record Holder Date, (iii) Approving Solicitation Procedures and Letters, Form of Ballots, and Manner of Notice, and (iv) Fixing the Date, Time and Place for the Confirmation Hearing and the Deadline for Filing Objections Thereto, for the purpose of determining those holders of Claims that can vote and receive distributions pursuant to the Plan.

1.40 Reorganized Debtor. The Debtor on and after the Effective Date.

1.41 Reserve Account. An account to be established by the Debtor into which the Debtor will deposit the Capital Contribution, cash accumulated and not necessary for operations as of the Effective Date, the amount of a certificate of deposit pledged by the Debtor as security for a letter of creditor securing Debtor's obligations under certain bonds issued on the Debtor's behalf by Travelers Insurance to the extent the Debtor is able to redeem such certificate of deposit and fifty percent (50%) of the net proceeds of Causes of Action.

1.42 Secured Claim. A Claim to the extent such Claim is secured by a valid, unavoidable lien on or in the Debtor's Property or based upon a valid Claim for set-off pursuant to section 553 of the Bankruptcy Code to the extent of the value of the creditor's interest in the Debtor's interest in such property or to the extent of the amount subject to set-off.

1.43 Unsecured Claim. A Claim which is not an Administrative Expense claim, a Priority Tax Claim, a Priority Regulatory Claim, a Claim of CC Finance, L.L.P., a Claim of De Lage Landen, or a Secured Claim.

1.44 WorldCom. WorldCom, Inc., MCI WorldCom, Inc., MCI Telecommunications Corporation, WorldCom Network Services, Inc., MCI WorldCom Network Services, Inc., and their respective affiliates, parent, subsidiaries, successors and assigns. The words "hereto", "herein", or "hereof" and other words of similar import refer to the Plan as a whole unless the context requires otherwise.

Any term used in the Plan and not defined herein, but defined in the Bankruptcy Code, has the meaning given to that term in the Bankruptcy Code. A term used in the Plan and not defined herein or in the Bankruptcy Code but that is defined in the Federal Rules of Bankruptcy Procedure ("Rules") has the meaning assigned to the term in the Rules.

ARTICLE II

Treatment of Administrative Expense Claims and Tax Claims

2.1 Claims and Expenses of Professional Persons. Professional Persons and other Persons who may be entitled to an allowance of compensation and reimbursement of expenses pursuant to sections 503(b)(2), 503(b)(3) or 503(b)(4) of the Bankruptcy Code shall be paid in Cash the amount awarded to such Professional Persons or other Persons by order of the Bankruptcy Court (a) as soon as practicable after the date on which an order is entered by the Bankruptcy Court awarding compensation or reimbursement of expenses to such Professional Person or other Person which is not stayed pursuant to Federal Rule of Bankruptcy Procedure 8005, or (b) upon such other terms as may be mutually agreed upon by such Professional Person or other Person and the Reorganized Debtor.

ALL CLAIMS OF PROFESSIONAL PERSONS OR OTHER PERSONS PURSUANT TO SECTIONS 503(b)(2), (3) OR (4) OF THE BANKRUPTCY CODE FOR SERVICES PERFORMED PRIOR TO THE EFFECTIVE DATE MUST BE FILED WITH THE BANKRUPTCY COURT WITHIN SIXTY (60) DAYS AFTER THE EFFECTIVE DATE.

2.2 Other Administrative Expenses.

All other Claims entitled to priority as administrative expenses and allowed under section 503(b)(1) of the Bankruptcy Code shall be paid in Cash as soon as practicable after the Court allows and approves such Administrative Expense Claim but in no event later than sixty (60) days after the Effective Date, unless the holder has agreed to less favorable treatment of such expense, provided, however, that administrative expenses representing liabilities incurred in the ordinary course of business by the debtor-in-possession shall be assumed and paid by the Reorganized Debtor in accordance with the terms and conditions of the particular transaction and related agreements.

2.3 Priority Tax Claims.

All holders of priority tax claims shall receive on account of such Claim deferred cash payments over a period not exceeding six (6) years measured from the earlier of the Effective Date or the date of assessment of such Claim of a value equal to the amount of such Allowed Claim. Payment shall be made in annual installments commencing on the first anniversary date of the Effective Date of the Plan at a simple interest rate equal to seven percent (7%) per annum on the unpaid balance.

ARTICLE III
Classification of Claims and Interests

Claims and Interests are classified for all purposes of the Plan including voting and distribution as follows:

3.1 **Class 1 (Priority Regulatory Claims)**. Any Priority Regulatory Claim against the Debtor.

3.2 **Class 2 (Priority Gap Claims)**. Any Priority Gap Claim against the Debtor.

3.3 **Class 3 (MCI Telecommunications Corporation/WorldCom, Inc. Allowed Claim)**.

The Allowed Claim of MCI Telecommunications, Inc. and/or WorldCom, Inc. against the Debtor.

3.4 **Class 4 (CC Finance, L.L.P.'s Allowed Claim)**.

The Allowed Claim of CC Finance, L.L.P. against the Debtor.

3.5 **Class 5 (De Lage Landen Allowed Claim)**.

The Allowed Claim of De Lage Landen Financial Services, Inc. against the Debtor.

3.6 **Class 6 (Unsecured Claims)**. All Unsecured Claims against the Debtor except unclassified Claims in Article II and Class 1 and Class 2 Claims.

3.7 **Class 7 (Equity Interests)**. All Equity Interests in the Debtor.

Classes 1, 2, 3, 4, 5, 6 and 7 are impaired under the Plan and, consequently, are entitled to cast Ballots accepting or rejecting the Plan.

ARTICLE IV
Treatment of Classified Claims

4.1 Treatment of Class 1 (Priority Regulatory Claims). Each holder of an Allowed Claim in Class 1 shall receive its Pro Rata share of (a) twenty-five percent (25%) of the Debtor's cumulative Net Cash Flow (after payment of, or appropriate reserve for, Administrative Expense Claims (the "Cash Flow Payments") if any, for calendar years 2001 (year 1), 2002 (year 2) through and including 2003 (year 3) (collectively the "Plan Years") and (b) fifty percent (50%) of Available Cash in the Reserve Account (the "Cash Reserve Payments"); however, in no event shall the total dividend to holders of Allowed Claims in Class 1 be more than their Allowed Claims.

Beginning on February 1, 2002 and each February 1 thereafter through and including February 1, 2004 the Debtor shall pay to holders of Allowed Claims their Cash Flow Payments based upon Net Cash Flow from the Previous Calendar Year. Available Cash shall be distributed from the Reserve Account within sixty (60) days of deposit into the Reserve Account.

Class 1 is impaired under the Plan.

4.2 Treatment of Class 2 Priority Gap Claims

Each holder of an Allowed Claim in Class 2 shall receive its Pro Rata share of (a) twenty-five percent (25%) of the Debtor's cumulative Net Cash Flow (after payment of, or appropriate reserve for, Administrative Expense Claims if any, for calendar years 2001 (year 1), 2002 (year 2) through and including 2003 (year 3) (collectively the "Plan Years") and (b) fifty percent (50%) of Available Cash in the Reserve Account; however, in no event shall the total dividend to holders of Allowed Claims in Class 2 be more than their Allowed Claims.

Beginning on February 1, 2002 and each February 1 thereafter through and including February 1, 2004 the Debtor shall pay to holders of Allowed Claims their Cash Flow Payments

based upon Net Cash Flow from the Previous Calendar Year. Available Cash shall be distributed from the Reserve Account within sixty (60) days of deposit into the Reserve Account.

Class 2 is impaired under the Plan.

4.3 Class 3 (WorldCom, Inc.'s and MCI Telecommunications Corporation's Allowed Claim).

WorldCom and MCI Telecommunications Corporation have filed identical secured claims and MCI Telecommunications Corporation has filed an unsecured claim against the Debtor. The Debtor believes that neither MCI Telecommunications Corporation nor WorldCom have valid liens against any of Debtor's assets. The Debtor further believes that neither WorldCom nor MCI Telecommunications Corporation have any claim (secured or otherwise) against the Debtor. The Debtor intends to file an objection to the Proofs of claim filed by WorldCom and MCI Telecommunications Corporation and to file an action seeking damages for several million dollars against MCI Telecommunications Corporation and WorldCom. Notwithstanding the foregoing, should the court determine that MCI Telecommunications Corporation and/or WorldCom has a valid lien against assets of the Debtor and grants to either MCI Telecommunications Corporation or WorldCom an Allowed Secured Claim, such Allowed Secured Claim (which shall be in an amount up to the value of the Debtor's property securing such Allowed Claim) shall be paid in equal consecutive monthly installments based upon a 9 year level amortization rate plus interest at 7% per annum. Payments shall commence on the first day of the second full calendar month following the date that such claim becomes an Allowed Claim by Final Order. Such treatment shall be in full settlement, satisfaction, discharge and release of MCI Telecommunications Corporation and WorldCom Secured Claims against the Debtor.

Should it be determined that MCI Telecommunications Corporation or WorldCom has an Allowed Unsecured Claim such claim shall receive the treatment afforded all other Allowed Unsecured Claims and shall receive its Pro Rata Share pursuant to the terms of Section 4.6. Such treatment shall be in full settlement, satisfaction, discharge and release of MCI Telecommunications Corporation and WorldCom's Allowed Unsecured Claims against the Debtor.

Class 3 is impaired under the Plan.

4.4 Class 4 (CC Finance, L.L.P. Allowed Claim)

CC Finance L.L.P. shall have an Allowed Claim in the amount of \$15,000.00, which shall include its pre-petition arrearage claim, any administrative claim and any other claim CC Finance, L.L.P. may have against the Debtor. CC Finance, L.L.P. shall release any liens it has against any Debtor's Property. CC Finance, L.L.P. shall receive on account of its Allowed Claim equal consecutive monthly payments of \$1,250.00 for a period of twelve (12) months commencing on the first full calendar month following the Effective Date of the Plan. Such treatment shall be in full satisfaction, discharge and release of any and all claims of any nature which CC Finance, L.L.P. may have against the Debtor.

Class 4 is impaired under the Plan.

4.5 Class 5 (De Lage Landen Allowed Claim)

De Lage Landen Financial Services, Inc. shall have an Allowed Claim in the amount of \$4,000.00, which shall include its pre-petition arrearage claim, any administrative claim and any other claim De Lage Landen Financial Services, Inc. may have against the Debtor. De Lage Landen Financial Services, Inc. shall release any liens it has against Debtor's Property. De Lage Landen Financial Services, Inc. shall receive equal consecutive monthly payments of \$333.33 for a period of [twelve] months commencing on the first full calendar month following the Effective

Date of the Plan. Such treatment shall be in full satisfaction, discharge and release of any and all claims of any nature which De Lage Landen Financial Services, Inc. may have against the Debtor.

Class 5 is impaired under the Plan.

4.6 Treatment of Class 6 (Unsecured Claims). The following treatment of the Allowed Claims in Class 6 shall be in full settlement, satisfaction, discharge and release of all Allowed Unsecured Claims against the Debtor.

(a) Total Distribution. After payment in full of all Allowed Priority Regulatory Claims and Allowed Priority Gap Claims, each holder of an Allowed Claim in Class 6 shall receive its Pro Rata share of (i) the remainder of the fifty percent (50%) of the Debtor's cumulative Net Cash Flow designated for creditors for the Plan Years and (ii) the balance of Available Cash in the Reserve Account; however, in no event shall the total dividend to holders of Allowed Claims in Class 6 be more than their Allowed Claims.

(b) Payments. Class 6 Claims shall not be entitled to any Cash Flow Payments until the Allowed Claims of Class 1 and Class 2 claimants have been paid in full. At such time as the Allowed Priority Regulatory Claims and Allowed Priority Gap Claims have been paid in full the holders of Class 6 Allowed Claims shall receive their Pro Rata share of the balance of fifty percent (50%) of Debtor's Net Cash Flow earmarked for Plan Payments for the Plan Years.

The Debtor expects that its annual financial statements prepared by an independent accounting firm will not be completed by February 1 of each year. Consequently the payments on February 1 will be based upon the Debtor's internal calculations. In the event the annual distribution made on February 1 must be adjusted, based upon the year end profit and loss

statement prepared by the independent accounting firm, the Debtor will do so on June 1 (in the event of an underpayment) or the following February 1 (in the event of an overpayment).

Class 6 is impaired under the Plan.

4.7 Treatment of Class 7 (Equity Interests).

Each holder of an Equity Interest shall retain its interest, and shall not receive any property or distribution under the Plan on account of its Equity Interest until such time as the holders of Claims in Class 6 receive all distributions to which such holders are entitled under Article VII herein. Employee stock options will be cancelled by the Debtor prior to the Confirmation Date.

Class 7 is impaired under the Plan.

4.8 Treatment of Claims in the Event of a Sale of Debtor's Business. In the event of a sale of all or substantially all of the Debtor's business during the Plan Years, fifty percent (50%) of the net proceeds after costs and adjustments related to such sale shall be deposited into the Reserve Account. Distribution to creditors in Class 1, 2 and 6 shall be made from the Reserve Amount in lieu of the Cash Flow Payments. Such payment shall be in full settlement, satisfaction, discharge and release of all Class 1, 2 and 6 Allowed Claims. Allowed Secured Claims shall be paid the balance of their claims from the gross sales proceeds.

ARTICLE V
Sale of Certain Assets

5.1 Sale of Assets. In the event the Debtor determines to become a switch-less reseller, the Debtor may sell its telecommunications equipment and any and all other equipment, furniture, fixtures and other tangible personal property not necessary for a switchless operation. Court approval of such sale will not be required so long as:

(a) the sale is conducted by public auction duly advertised by a reputable auctioneer or by private sale for an amount in excess of the value represented for each piece of property sold in an appraisal report performed by a reputable equipment appraiser; and

(b) the sale proceeds of Debtor's Property are deposited into the Cash Reserve for distribution to creditors in accordance with this Plan.

ARTICLE VI Means for Execution of the Plan

6.1 Funds. The funds needed to effect the payments hereunder will be generated from cash on hand not needed for operating as of the Effective Date, the sale of certain property of the Debtor, the operation of the Debtor's business, the prosecution of Causes of Action, a capital contribution of \$100,000 to be made by the holder of Equity Interests and/or proceeds from the sale of Debtor's business.

6.2 Disbursement. All distributions under this Plan shall be made by the Reorganized Debtor.

ARTICLE VII Management of the Reorganized Debtor

The Reorganized Debtor shall be entitled to manage its property and affairs, and to engage and compensate Professional Persons for services performed after the Confirmation Date, without further supervision of the Bankruptcy Court.

Mr. Gary Frank, Chief Executive Officer of the Debtor, shall be responsible for the day to day operations of the Reorganized Debtor, as well as all business decisions generally. Mr. Frank's salary shall be fixed at \$225,000 per year subject to annual adjustments in accordance with appropriate cost of living index not less than four percent (4%) per annum. The \$225,000 salary represents a substantial reduction in Mr. Frank's salary from the pre-petition level, and shall remain at that level subject to the cost of living adjustments, until such time as the Class 1

and 2 claimants have received distributions totaling One Million Dollars (\$1,000,000). Mr. Frank shall continue to receive the perquisites to which he is currently entitled.

ARTICLE VIII
Revesting of Property of the Estate

Upon the Effective Date, except as otherwise set forth herein, the Reorganized Debtor shall retain and be vested with all property of the Debtor's estate.

ARTICLE IX
Retention, Enforcement and Waiver of Claims

The Reorganized Debtor shall retain and may enforce any and all claims of the Debtor and/or debtor-in-possession, including Bankruptcy Causes.

ARTICLE X
Discharge of the Debtor

The rights afforded by this Plan shall be in exchange for and in complete satisfaction, discharge and release of all existing Claims or Interests of any nature whatsoever against or in the Debtor, or against or in any of the Debtor's Property. Except as otherwise provided herein, upon the Effective Date all existing Claims against the Debtor shall be deemed satisfied, discharged and released in full. Except as otherwise provided herein, all creditors or holders of interests shall be precluded from asserting against the Debtor, its assets or other properties, any other or further Claims or Interests based upon any act, omission, transaction or other activity of any kind, nature or description that occurred prior to the Confirmation Date.

ARTICLE XI
Objections to Claims and Interests

Objections to the validity and/or amount of Claims and Interests shall be filed by the Debtor, any creditor, or other party in interest with the Bankruptcy Court and served upon each holder of a Claim or Interest to which objection is made no later than sixty (60) days after the Confirmation Date, unless the Bankruptcy Court orders otherwise by appropriate order entered

prior to such date. The failure to object to any Claim or Interest prior to the start of the hearing on confirmation of this Plan for the purpose of voting shall not be deemed to be a waiver of the right to object thereafter to such Claim or Interest in whole or in part for the purpose of distribution.

The Debtor shall have sixty (60) days from the later of the Effective Date or the date of rejection of the executory contract or unexpired lease, to object to Rejection Claims resulting from the Debtor's rejection of an executory contract or unexpired lease.

The Debtor shall have thirty (30) days from the filing of a request for allowance and payment of an Administrative Expense Claim, to object to requests for allowance of Administrative Expense Claims.

ARTICLE XII **Executory Contracts and Unexpired Leases**

All executory contracts and unexpired leases of the Debtor not (i) rejected by the Debtor or by operation of law prior to the Confirmation Date, (ii) rejected by the Debtor on the Confirmation Date, or (iii) subject to a motion of the Debtor to reject on the Confirmation Date, shall be deemed assumed by the Reorganized Debtor on the Effective Date. Holders of Claims as a result of the Debtor's rejection of an executory contract or unexpired lease shall file, and serve upon Debtor's counsel, a proof of claim within thirty (30) days after the later of the Effective Date or the date such contract or lease is deemed rejected.

ARTICLE XIII **Modifications or Amendments**

This Plan may be amended or modified at any time prior to the Confirmation Date. After the Confirmation Date and prior to substantial consummation of the Plan, the Reorganized Debtor may, with approval of the Bankruptcy Court and so long as it does not materially and adversely affect the interest of creditors, remedy any defects or omissions or reconcile any

inconsistencies in this Plan or in the Confirmation Order in such manner as may be necessary to carry out the purposes and intent of this Plan.

ARTICLE XIV
Retention of Jurisdiction

The Bankruptcy Court shall retain jurisdiction of this Chapter 11 case for the purposes of sections 105(a) and 1127 of the Bankruptcy Code and for the following purposes:

(a) To take any action with respect to the subordination, allowance or disallowance of Claims or Interests including determination of objections to the allowance of Claims or Interests.

(b) To determine applications for allowance of compensation and reimbursement of expenses.

(c) To determine any pending applications for assumption or rejection of executory contracts and unexpired leases and to determine the amount of damage, if any, suffered by a party to any rejected executory contract or unexpired lease whether rejected before or after confirmation of this Plan and to fix the allowance of any Claim resulting therefrom.

(d) To enforce and interpret the Plan, to resolve any disputes arising under or in connection with the Plan, to effectuate payments under the Plan and/or to compel performance of any Person in accordance with the provisions of the Plan.

(e) To correct any defect, to cure any omission or to reconcile any inconsistency in the Plan or in the Confirmation Order as may be necessary or advisable to carry out the intents and/or purposes of the Plan.

(f) To hear and determine all applications, motions, adversary proceedings or contested matters initiated or commenced in the Bankruptcy Court by the Debtor or any party in

interest pending on the Confirmation Date or filed within one hundred eighty (180) days thereafter.

(g) To hear, determine and enforce collection of any Causes of Action pursued by the Debtor, or any entity acting on behalf of the Debtor with the permission of the Bankruptcy Court, or to authorize prosecution of same in such other courts as may be required by law.

(h) To determine such other matters and for such other purposes as may be provided in the Confirmation Order or otherwise deemed appropriate to accomplish its purposes.

(i) To enter a final decree closing this case.

ARTICLE XV
Miscellaneous

15.1 Creditors' Committee. From the Confirmation Date up to and including the Effective Date, the members of the Creditors' Committee appointed pursuant to section 1102 of the Bankruptcy Code, and their duly appointed successors, shall continue to serve. On the Effective Date, the Creditors' Committee shall be dissolved and the members thereof and the professionals retained by the Creditors' Committee in accordance with section 1103 of the Bankruptcy Code shall be released and discharged from their respective fiduciary obligations.

15.2 Payment Dates. Whenever any payment or distribution to be made under this Plan shall be due on a day other than a business day, such payment or distribution shall instead be made, without interest, on the immediately following business day.

15.3 Payment of Statutory Fees. All fees payable pursuant to 28 U.S.C. §1930 shall be paid on or before the Effective Date.

15.4 Headings. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the meaning of the terms herein.

15.5 Article and Section References. Unless otherwise specified, all references in this Plan to Sections and Articles are to Sections and Articles of this Plan.

15.6 Severability. Should any provision in this Plan be determined to be unenforceable following the Effective Date, such determination shall in no way limit or effect the enforceability of any and all other provisions of this Plan.

15.7 Governing Law. Except to the extent that the Bankruptcy Code or other federal law is applicable, the rights, duties and obligations arising under this Plan shall be governed by and construed and enforced in accordance with the Laws of the State of New Jersey.

15.8 Successors and Assigns. The rights, duties and obligations of any Person named or referred to in this Plan shall be binding upon, and shall inure to the benefit of the successors and assigns of such person.

15.9 Undeliverable Distributions. If the Reorganized Debtor is unable to make a payment or distribution to the holder of an Allowed Claim, it shall file with the Bankruptcy Court the name and last known address of the holder, if known, and the reason for its inability to make payment. After the passage of ninety days or such lesser time as the Bankruptcy Court may order, if the payment or distribution still cannot be made after making all reasonable efforts to obtain a new address for such holder, including inquiry to the United States Postal Service, the payment or distribution and any further payment or distribution to the holder shall be retained by Reorganized Debtor, and the Claim shall be deemed satisfied.

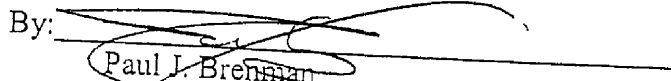
15.10 Releases. The Creditors' Committee and the Debtor and their attorneys, accountants, officers, directors, employees and agents shall not have, nor shall they incur, any

liability to any Creditor, Interest Holder or to any other Person for any act or omission in connection with or arising out of the Debtor's Case or out of their administration of the Plan or the amounts to be distributed under the Plan except for their own recklessness or willful misconduct.

ARTICLE XVI
Request for Confirmation

The Debtor, as the proponent of the Plan, requests confirmation of the Plan in accordance with section 1129(a) or 1129(b) of the Bankruptcy Code.

Dated: ^{AUGUST} ~~July~~ __ / __, 2001

By: 
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