

ORIGINAL

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

010912-TX

IN RE:	:	
	:	CHAPTER 11
VOCALL COMMUNICATIONS	:	
CORPORATION,	:	CASE NO. 00-59661(SAS):
9-B FADEM ROAD	:	
SPRINGFIELD, NJ 07081	:	
	:	
Debtor.	:	

NOTICE OF NON-VOTING STATUS

Wolf, Block, Schorr and Solis-Cohen LLP filed a Plan of Reorganization dated November 14, 2001 (the "Plan") for the Debtor in this case. The Court has approved a disclosure statement with respect to the Plan (the "Disclosure Statement"). The Disclosure Statement provides information to assist creditors in deciding how to vote their ballots. If you do not have a Disclosure Statement, you may obtain a copy from Gretchen M. Santamour, Esquire, Wolf, Block, Schorr and Solis-Cohen LLP, 1650 Arch Street, 22nd Floor, Philadelphia, PA 19103, (215) 977-2467, (215) 405-3907. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

Under the terms of the Plan, Priority Tax Claims are paid in accordance with U.S.C. §1129(a)(9)(c) and, therefore, you are not entitled to vote. The enclosed documents are for informational purposes only. If you have any questions, please contact Gretchen M. Santamour, Esquire, Wolf, Block, Schorr and Solis-Cohen LLP, 1650 Arch Street, 22nd Floor, Philadelphia, PA 19103, (215) 977-2467, (215) 405-3907.

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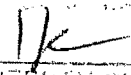
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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY
TRENTON DIVISION

IN RE:

VOCALL COMMUNICATIONS
CORPORATION,

Debtor.

CHAPTER 11

CASE NO. 00-59661(SAS)

DEBTOR'S THIRD AMENDED PLAN OF REORGANIZATION

Debtor/Plan Proponent respectfully submits its Second 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: 

Gary Frank, 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, for all creditors listed as disputed, unliquidated, contingent or unknown on the Debtor's original Schedules or the date set by the Bankruptcy Court on which all proofs of claim must be filed for all creditors added by, or whose claim is changed to a disputed, contingent, unliquidated or unknown claim, on any amendments to the Debtor's Schedules.

1.14 **BMI.** Business Management International, Inc.

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

1.16 **Cash.** Cash and cash equivalents and other readily marketable securities or instruments.

1.17 **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.

1.18 **Chapter 11.** Chapter 11 of the Bankruptcy Code.

1.19 **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.

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

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

1.22 **Confirmation Order.** The order of the Bankruptcy Court confirming the Plan.

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

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

1.25 Disbursing Agent. “Disbursing Agent” shall mean Markowitz, Gravelle & Schwimmer, LLP, attorneys for the Official Committee of Unsecured Creditors, which shall hold and distribute funds to be distributed to Allowed Claims of Priority Gap, Priority Regular and Class 5 creditors pursuant to the provisions of the Plan and the Confirmation Order.

1.26 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.

1.27 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.

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

1.29 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.

1.30 **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.

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

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

1.33 **Plan.** This Second Amended Plan of Reorganization and any duly filed modification or amendment hereto.

1.34 **Plan Years.** 2001, 2002, 2003 and 2004.

1.35 **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.

1.36 **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.

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

1.38 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.

1.39 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.

1.40 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.

1.41 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.

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

1.43 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 credit 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, one hundred percent (100%) of the Net Proceeds of Bankruptcy Cause and fifty percent (50%) of the net proceeds of Causes of Action (other than Bankruptcy Causes).

1.44 **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.

1.45 **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, a Claim of BMI or a Secured Claim.

1.46 **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 shall be assumed and paid by the Reorganized Debtor in accordance with the terms and conditions of the particular transaction and related agreements.

ALL ADMINISTRATIVE EXPENSE CLAIMS, OTHER THAN THOSE MADE PURSUANT TO SECTIONS 503(b)(2), (3) OR (4) OF THE BANKRUPTCY CODE MUST BE REQUESTED PRIOR TO OR ON THE EFFECTIVE DATE.

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.

2.4 Priority Regulatory Claims. Each holder of an Allowed Priority Regulatory Claim 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), 2003 (year 3) and twelve and one half percent (12.5%) for 2004 (year 4) (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 a Priority Regulatory Claim be more than their Allowed Claims.

Beginning on February 1, 2002 and each February 1 thereafter through and including February 1, 2005 the Disbursing Agent shall receive a check from the Debtor for distribution to holders of Allowed Priority Regulatory Claims their Cash Flow Payments based upon Net Cash Flow from the Previous Calendar Year. Available Cash shall be distributed by check from the Debtor to the Disbursing Agent from the Reserve Account within sixty (60) days of deposit into the Reserve Account.

2.5 Priority Gap Claims. Each holder of an Allowed Priority Gap Claim 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 the Plan Years 2001 through 2003 and twelve and one half percent (12.5%) for the Plan Year 2004

and (b) fifty percent (50%) of Available Cash in the Reserve Account; however, in no event shall the total dividend to holders of Priority Gap Claims be more than their Allowed Claims.

Beginning on February 1, 2002 and each February 1 thereafter through and including February 1, 2005 the Debtor shall deliver a check to the Disbursing Agent for distribution to holders of Allowed Priority Gap Claims their Cash Flow Payments based upon Net Cash Flow from the Previous Calendar Year. Available Cash shall be distributed by check from the Debtor to the Disbursing Agent from the Reserve Account within sixty (60) days of deposit into the Reserve Account.

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

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

3.2 **Class 2 (CC Finance, L.L.P.'s Allowed Claim).** The Allowed Claim of CC Finance, L.L.P. against the Debtor.

3.3 **Class 3 (De Lage Landen Allowed Claim).** The Allowed Claim of De Lage Landen Financial Services, Inc. against the Debtor.

3.4 **Class 4 (BMI Allowed Claim).** The Allowed Claim of BMI against the Debtor.

3.5 **Class 5 (Unsecured Claims).** All Unsecured Claims against the Debtor except unclassified Claims in Article II and Class 1, Class 2, Class 3 and Class 4 Claims.

3.6 **Class 6 (Equity Interests).** All Equity Interests in the Debtor.

Classes 1, 2, 3, 4, 5 and 6 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 **Class 1 (WorldCom, Inc.'s and MCI Telecommunications Corporation's Allowed Claim).**

WorldCom and MCI Telecommunications Corporation have filed a secured claim 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, MCI Telecommunications Corporation and WorldCom, as applicable, shall retain their liens and 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's and WorldCom's 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 4.5. 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 1 is impaired under the Plan.

4.2 **Class 2 (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 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 2 is impaired under the Plan.

4.3 **Class 3 (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 3 is impaired under the Plan.

4.4 Class 4 (BMI Allowed Claim). BMI shall have an Allowed Claim in the amount of \$29,950.75, which shall include its pre-petition arrearage claim, any administrative claim and any other claim BMI may have against the Debtor.

The Debtor shall assume its license agreement with BMI. BMI shall receive \$6,858 on the Effective Date and equal consecutive monthly payments of \$1,000 for a period of 23 months commencing on the first full calendar month following the Effective Date of the Plan with a final 24th consecutive monthly payment of \$92.75. Such treatment shall be in full satisfaction, discharge and release of any and all claims of any nature which BMI may have against the Debtor.

The license agreement shall be modified to permit the Debtor to retain the license and all rights thereunder for the balance of the existing one year term without the necessity of purchasing any additional software upgrades or modifications. Renewal and/or cancellation of the license agreement beyond the current term will be subject to the terms of the existing license agreement. BMI shall be obligated to provide ongoing software support as set forth in the license agreement.

4.5 Treatment of Class 5 (Unsecured Claims). The following treatment of the Allowed Claims in Class 5 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

4 shall receive its Pro Rata share of (a) the remainder of the fifty percent (50%) of the Debtor's cumulative Net Cash Flow designated for creditors for the years 2001, 2002, 2003 and (i) twenty-five percent (25%) of the Debtor's cumulative Net Cash Flow for the year 2004, (ii) or 50% of the Debtor's Net Cash Flow for the year 2004 in the event the Debtor fails to meet its projected Net Cash Flow in the aggregate for the years 2001, 2002 and 2003 and (b) the balance of Available Cash in the Reserve Account; however, in no event shall the total dividend to holders of Allowed Claims in Class 5 be more than their Allowed Claims. Notwithstanding the foregoing, a minimum of \$100.00 shall be distributed to the Disbursing Agent on behalf of Class 5 creditors during the Plan Years as follows: (1) at least \$50,000 on or before February 1, 2003; (b) at least an additional \$25,000 on or before February 1, 2004; (c) at least an additional \$25,000 on or before February 1, 2005. By way of example, if distributions to Class 5 creditors from Net Cash Flow and from the Cash Reserve Account are less than \$50,000 by February 1, 2003, the Debtor will deliver a check to the Disbursing Agent for the difference between the amount received to date on behalf of the Class 5 Creditor and \$50,000. If disbursements to Class 5 Creditors from Net Cash Flow and from the Cash Reserve Account are greater than \$50,000 by February 1, 2003, the Debtor will be under no obligations to make an additional disbursement to the Disbursing Agent on behalf of Class 5 Creditors.

(b) Payments. Class 5 Claims shall not be entitled to any Cash Flow Payments until the Allowed Priority Regulatory Claims and Allowed Priority Gap Claims 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 5 Allowed Claims shall receive their Pro Rata share of (a) the balance of fifty percent (50%) of Debtor's Net Cash Flow earmarked for Plan Payments for the years 2001, 2002 and 2003 and (i) twenty-five percent (25%) of the

Debtor's Net Cash Flow earmarked for Plan Payments for 2004, (ii) or 50% of the Debtor's Net Cash Flow for the year 2004 in the event the Debtor fails to meet its projected Net Cash Flow in the aggregate for the years 2001, 2002 and 2003. Notwithstanding the foregoing, a minimum of \$100.00 shall be distributed to the Disbursing Agent on behalf of Class 5 creditors during the Plan Years as follows: (1) at least \$50,000 on or before February 1, 2003; (b) at least an additional \$25,000 on or before February 1, 2004; (c) at least an additional \$25,000 on or before February 1, 2005. By way of example, if distributions to Class 5 creditors from Net Cash Flow and from the Cash Reserve Account are less than \$50,000 by February 1, 2003, the Debtor will deliver a check to the Disbursing Agent for the difference between the amount received to date on behalf of the Class 5 Creditor and \$50,000. If disbursements to Class 5 Creditors from Net Cash Flow and from the Cash Reserve Account are greater than \$50,000 by February 1, 2003, the Debtor will be under no obligations to make an additional disbursement to the Disbursing Agent on behalf of Class 5 Creditors.

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 5 is impaired under the Plan.

4.6 **Treatment of Class 6 (Equity Interests).** The Equity Interests shall be cancelled as of the Effective Date of the Plan and new shares shall be issued to those holders of Equity Interests based upon their proportionate contribution of the \$100,000 Equity Contribution

provided for herein. The holders of Equity Interest existing as of Confirmation shall not receive any property or distribution under the Plan on account of their Equity Interests until such time as the holders of Claims in Class 5 have been paid the full amount of their Allowed Claims. Employee stock options will be cancelled by the Debtor prior to the Confirmation Date.

Class 6 is impaired under the Plan.

4.7 **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. Allowed Secured Claims shall be paid the balance of their claims from the gross sales proceeds. Distribution to creditors shall be made from the Reserve Account in accordance with their respective priority under the Bankruptcy Code.

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 certain of the holders of Equity Interests and/or proceeds from the sale of Debtor's Property or business.

The \$100,000 capital contribution from certain holders of Equity Interests shall be deposited into an escrow account with Wolf, Block, Schorr and Solis-Cohen, LLP on the eve of the Confirmation Date. The \$100,000 in escrow shall be transferred to the Reserve Account on the Effective Date.

6.2 **Disbursement.** All distributions under this Plan to Priority Gap Claimants, Priority Regulatory Claimants and Class 5 Claimants will be made by the Disbursing Agent. All other distributions shall be made by the Reorganized Debtor. An amount shall be reserved from each class out of each distribution for Disputed Claims. When a Disputed Claim becomes an Allowed Claim, the Debtor shall distribute to the holder of such Allowed Claim the property distributable to such holder as provided in the Plan. If the amount reserved for a Disputed Claim exceeds the allowed amount of such claim, the excess reserve shall be distributed to class members on a proportionate basis in the next succeeding distribution.

Subject to Bankruptcy Rule 9010, all distributions of Allowed Claims of Priority Gap, Priority Regulatory and Class 5 Creditors under the Plan shall be made by the Disbursing Agent to the holder of each Allowed Claim at the address of such holder as listed on the Schedules as of the distribution date, unless the Debtor and the Disbursing Agent has been notified in writing of a change of address, including, without limitation, by the filing of a proof of claim or notice of

transfer of claim filed by such holder that provides an address for such holder different from the address reflected on the Schedules.

Any payment of Cash made by the Debtor pursuant to the Plan shall be made by check drawn on a domestic bank. Any payment or distribution required to be made under the Plan on a day other than a Business Day shall be made on the next succeeding Business Day.

Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding of such fraction to the nearest whole cent (rounding down in the case of .50 or less and rounding up in the case of more than .50).

6.3 **Disbursing Agent.** Markowitz, Gravelle & Schwimmer, LLP, shall act as disbursing agent for the purpose of making all distributions to Allowed Claims of Priority Gap, Priority Regulatory and Class 5 Creditors. The Disbursing Agent shall serve without bond and shall receive three percent (3%) of the amount distributed to Priority Gap, Priority Regulatory and Class 5 creditors (the “**Disbursement Commission**”) for distribution services rendered and expenses incurred pursuant to the Plan. The Disbursing Commission shall be paid and deducted from the disbursements to Priority Gap, Priority Regulatory and Class 5 creditors.

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 during the Plan Years subject to the cost of living adjustments, until One Million Dollars (\$1,000,000) has been distributed to creditors in accordance with the terms of this Plan. Mr. Frank shall continue to receive the perquisites to which he is currently entitled. Notwithstanding the above, Mr. Frank will take only \$200,000 of salary per annum until Class 5 creditors have received an aggregate distribution of \$25,000. Mr. Frank has the option to treat the deferred salary as a reduction in salary, capital contribution or a loan to the Debtor, but Mr. Frank shall not be entitled to any payments on account of such loan or a return on such capital contribution until after February 1, 2005 distributions under the Plan.

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. As of the Effective Date, pursuant to Section 1123(b)(3)(B) of the Bankruptcy Code, any and all Causes of Action (defined in the Plan to mean, without limitation, any and all actions, causes of action, liabilities, obligations, rights, suits, debts, sums of money, damages, judgments, Claims and demands whatsoever, whether known or unknown, in law, equity or otherwise) accruing to the Debtor and Debtor-in-Possession, including, without limitation, Causes of Action under Sections 510, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code, shall remain assets of the Estate, and the Reorganized Debtor shall have the authority to prosecute such Causes of Action for the benefit of the Debtor's estate. The Debtor shall have the authority to compromise and settle, or

otherwise resolve, discontinue, abandon or dismiss all such Causes of Action with the approval of the Bankruptcy Court. Fifty percent (50%) of the net recovery from a Cause of Action shall be deposited into the Reserve Account for use in making distributions required under this Plan. The balance of the net recovery from Causes of Action will be used by the Reorganized Debtor for working capital, growth initiations and unanticipated expenses. Any recovery with respect to a Cause of Action shall first be applied to pay the costs and expenses in connection with liquidating such Cause of Action, including attorneys fees and expenses.

ARTICLE X
Discharge of the Debtor

The rights afforded by this Plan shall be in exchange for and in complete and final 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 whether or not (i) a Proof of Claim based on such debt or obligation is filed or deemed filed under 501 of the Bankruptcy Code, (ii) such claim is allowed under 502 of the Bankruptcy Code, or (iii) the holder of such Claim has accepted the Plan. Except as otherwise provided herein, upon the Effective Date all existing Claims against or Interests in 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
Injunctions

As of the Effective Date and subject to its occurrence, all Persons that have held, currently hold or may have asserted a Claim, a Cause of Action or other debt, or liability, or an Equity Interest or other right of a holder of an Equity Interest that is discharged, released or

terminated pursuant to the Plan, are permanently enjoined from commencing or continuing, in any manner or in any place, any action or other proceeding, enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order, creating, perfecting or enforcing any lien or encumbrance, asserting a set-off, right of subrogation or recoupment of any kind against any debt, liability or obligation due to any such releasing Person, and from commencing or continuing any action, in any manner or in any place where the foregoing does not comply with or is inconsistent with the injunction provisions of the Plan.

As of the Effective Date, except as otherwise provided in the Plan, all Persons are permanently enjoined from commencing or continuing, in any manner or in any place, any action or other proceeding, whether directly, derivatively or otherwise against the Debtor, on account of or respecting any claims, debts, rights, Causes of Action or liabilities released or discharged pursuant to the Plan, except to the extent expressly permitted hereunder. The foregoing injunction does not enjoin any party with proper standing from seeking to enforce the provisions of the Plan.

ARTICLE XII **Exculpation**

Neither the Debtor, the Committee, nor any of their respective owners, members, officers, directors, employees, advisors, agents or Professionals shall have or incur any liability to any holder of a Claim or Equity Interest for any act or omission in connection with, related to, or arising out of, the Chapter 11 Case, the preparation or formulation of the Plan, the pursuit of confirmation of the Plan, the consummation of the Plan or the administration of the Plan or the property to be distributed under the Plan, except for willful misconduct or gross negligence; *provided, however*, that nothing in the Plan shall, or shall be deemed to, release the Debtor from, or exculpate the Debtor with respect to, its obligations or covenants arising pursuant to the Plan.

ARTICLE XIII
Section 1146 Exemption

In accordance with Section 1146(c) of the Bankruptcy Code, (a) the issuance, transfer or exchange of any security under the Plan or the making or delivery of any instrument of transfer pursuant to, in implementation of, or as contemplated by the Plan, including any bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan, or the transfer or sale of any personal property of the Debtor pursuant to, in implementation of, or as contemplated by the Plan, (b) the making, delivery, creation, assignment, amendment or recording of any note or other obligation for the payment of money or any security interest under, in furtherance of, or in connection with the Plan, the issuance, renewal, modification or securing of indebtedness by such means, and (c) the making, delivery or recording of any instrument of transfer under, in furtherance of, or in connection with, the Plan, including, without limitation, the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee or other similar tax, or other similar tax or governmental assessment. Consistent with the foregoing, each official for any county, city or governmental unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp tax, stamp tax, transfer tax, intangible tax or similar tax.

ARTICLE XIV
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 Effective 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 sixty (60) 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 XV
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. Any Claims not filed within such time will be forever barred from assertion against the Debtor, its estate, Debtor's Net Cash Flow or any Available Cash, and the holders thereof shall not be entitled to any distribution under the Plan or otherwise from the Debtor. Unless otherwise ordered by the Bankruptcy Court, all Claims arising from the rejection of executory contracts and unexpired leases shall be treated as General Unsecured Claims under the Plan.

ARTICLE XVI
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 XVII
Retention of Jurisdiction

The Bankruptcy Court shall retain jurisdiction of this Chapter 11 case for the purposes of sections 105(a), 1127 and 1142 of the Bankruptcy Code and for the following purposes:

- (a) to hear and determine any and all objections to the allowance of any Claims or any controversies as to the classification of any Claims, provided that only the Debtor may file objections to Claims;
- (b) to hear and determine any and all applications by Professionals for compensation and reimbursement of expenses;
- (c) to hear and determine any and all pending applications for the rejection and disaffirmance of executory contracts and unexpired leases, and fix and allow any Claims resulting therefrom;
- (d) to liquidate any Disputed Claim;
- (e) to enforce the provisions of the Plan, including the injunction, exculpation and releases provided for in the Plan;
- (f) to enable the Debtor to prosecute any and all proceedings which have been or may be brought prior to the Effective Date to set aside liens or encumbrances and to recover

any transfers, assets, properties, or damages to which the Debtor may be entitled under applicable provisions of the Bankruptcy Code or any federal, state, or local laws;

(g) to correct any defect, cure any omission, or reconcile any inconsistency in the Plan or in the Confirmation Order as may be necessary to carry out its purpose and the intent of the Plan;

(h) to determine any Claim or liability to a governmental unit which may be asserted as a result of the transactions contemplated herein;

(i) to hear and determine matters concerning state, local, and federal taxes in accordance with Sections 346, 505 and 1146 of the Bankruptcy Code; and

(j) to determine such other matters as may be provided for in the Confirmation Order or as may be authorized under the provisions of the Bankruptcy Code.

(k) 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.

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

ARTICLE XVIII
Miscellaneous

18.1 **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.

18.2 **Post-Confirmation Fees, Final Decree.** The Debtor shall be responsible for the payment of any post-confirmation fees due pursuant to 28 U.S.C. § 1930(a)(6) and the filing of post-confirmation reports, until a final decree is entered. A final decree shall be entered as soon as practicable after distributions have commenced under the Plan.

18.3 **Continuation of Bankruptcy Injunction or Stays.** All injunctions or stays provided for in the Chapter 11 Case under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

18.4 **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.

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

18.6 **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.

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

18.8 **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.

18.9 **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.


18.10 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.

18.11 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 one year after the distribution date 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.

ARTICLE XIX
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: 11/14, 2001

By: 
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