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IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

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In re: GST TELECOM INC., et al., Debtors.

Chapter 11 Case No. 00-1982 (GMS) Jointly Administered

NOTICE OF ENTRY OF ORDER CONFIRMING THE FIRST AMENDED JOINT PLAN OF LIQUIDATION OF GST TELECOM INC., ET AL., AS MODIFIED

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Confirmation of the Plan. On April 18, 2002, the United States District Court for the District of Delaware (the "Bankruptcy Court") entered an order (the "Confirmation Order") confirming the First Amended Joint Plan of Liquidation of GST Telecom Inc., et al., dated December 3, 2001, as modified (the "Plan"), in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors"). Unless otherwise defined in this Notice, capitalized terms and phrases used herein have the meanings given to them in the Plan and the Confirmation Order.

2. Termination of Interests and Cancellation of Instruments.

a. Except as provided in the Plan or in the Confirmation Order, the rights afforded under the Plan and the treatment of Claims and Interests under the Plan shall be in exchange for and in complete satisfaction and release of all Claims and termination of all Interests arising on or before the Effective Date, including any interest accrued on Claims from May 17, 2000 (the "Petition Date"). Except as provided in the Plan or in the Confirmation Order, confirmation shall terminate (i) all interests or shares in, or warrants or rights asserted against, the Debtors of the type described in the definition of "equity security" in Bankruptcy Code section 101(16) (including all common stock and all warrants to purchase or subscribe to common stock issued by the Debtors), and (ii) all Claims of a Debtor against any other Debtor.

b. On the Effective Date, the liens relating to the 10 1/2% Secured Notes Indenture, 13 1/4% Secured Notes Indenture, and 130% Senior Discount Notes Indenture shall be deemed cancelled. The 10 1/2% Secured Notes, 13 1/4% Secured Notes, and 130% Senior Discount Notes shall continue in effect for the sole purposes of allowing the Indenture Trustees to make distributions under the Plan. Any actions taken by the Indenture Trustees that are not for the purposes authorized in the Plan shall be null and void. Except as otherwise provided in the Plan, on the Effective Date, the 10 1/2% Secured Notes, 12 3/4% Senior Subordinated Accrual Notes, 13 1/4% Secured Notes, 130% Subordinated Convertible Notes and 130% Senior Discount Notes shall be deemed cancelled without further act or action under any applicable agreement, law, regulation, order, or rule and the obligations of the Debtors under the 10 1/2% Secured Notes Indenture, 12 3/4% Senior Subordinated Accrual Notes Indenture, 13 1/4% Secured Notes Indenture, 130% Subordinated Convertible Notes Indenture and 130% Senior Discount Notes Indenture shall cease.

3. Plan Effect on Claims. On the Effective Date, (a) all Class 6 Intercompany Claims will be eliminated, (b) after giving effect to the transfers set forth in the Plan to the holders of DIP Facility Claims, Administrative Claims, Professional Claims, Allowed Priority Tax Claims, Class 1 Claims, Class 2 Claims and the distributions on account of the Allowed Secured Claims under Secured Indentures provided in Class 3 (and as applicable, funding the Dissenting Noteholders Escrow), all assets and liabilities of the Affiliate Debtors will be merged or treated as though they were merged, (c) all guarantees of the Affiliate Debtors of the obligations of any other Affiliate Debtor and any joint or several liability of any of the Affiliate Debtors shall be eliminated, (d) each and every Unsecured Claim against any Affiliate Debtor shall be deemed filed against the consolidated Affiliate Debtors and all Unsecured Claims filed against more than one Affiliate Debtor for the same liability shall be deemed one Claim against and obligation of the consolidated Affiliate Debtors.

4. Stay, Injunctions and Release.

a. Except as provided in the Plan or the Confirmation Order, all injunctions or stays provided for in the Chapter 11 Cases pursuant to 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 Final Distribution Date, as defined in the Plan.

b. Except as otherwise specifically provided in the Plan or the Confirmation Order, neither any of the Debtors' members, officers, directors, shareholders, employees, representatives, advisors, attorneys, financial advisors, investment bankers or agents nor the Creditors' Committee (solely with respect to its conduct as a committee and not with

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respect to the actions of its members as individual creditors), nor any of such Creditors' Committee's present members (solely with respect to each member's conduct in furtherance of its, his, or her duties or activities as a member of the Creditors' Committee, and not with respect to the actions of such members as individual creditors), officers, directors, shareholders, employees, representatives, advisors, attorneys, financial advisors, investment bankers or agents or any of such parties' successors and assigns, shall have or incur, and all are hereby released from, any Claim, obligation, cause of action or liability to one another or to any holder of a Claim or an Interest, or any other party in interest, or any of their respective officers, directors, shareholders, members and/or enrollees, employees, representatives, advisors, attorneys, financial advisors, investment bankers, agents, or Affiliates, or any of their successors or assigns, for any act or omission occurring after the Petition Date in connection with, relating to, or arising out of, the Chapter 11 Cases, 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 their willful misconduct or gross negligence, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

c. Except as otherwise specifically provided in the Plan or the Confirmation Order, neither the Debtors nor any of the Debtors' successors and assigns, shall have or incur, and are hereby released from, any Claim, obligation, cause of action or liability to any holder of a Claim or an Interest, or any other party in interest, or any of their respective officers, directors, shareholders, members and/or enrollees, employees, representatives, advisors, attorneys, financial advisors, investment bankers, agents, or Affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, 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 their willful misconduct or gross negligence, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

d. Except as otherwise specifically provided in the Plan or the Confirmation Order, all Persons who have held, hold or may hold claims, rights, causes of action, liabilities or any equity interests based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date, other than as expressly provided in the Plan or the Confirmation Order, regardless of the filing, lack of filing, allowance or disallowance of such a Claim or Interest and regardless of whether such Person has voted to accept the Plan and any successors, assigns or representatives of the foregoing shall be precluded and permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any Claim, action or other proceeding of any kind with respect to any Claim, Interest or any other right or Claim against the Debtors or any assets of the Debtors which they possessed or may possess prior to the Effective Date, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order with respect to any Claim, Interest or any other right or Claim against the Debtors or any assets of the Debtors which they possessed or may possess prior to the Effective Date, (c) creating, perfecting or enforcing any encumbrance of any kind with respect to any Claim, Interest or any other right or Claim against the Debtors or any assets of the Debtors which they possessed or may possess prior to the Effective Date, and (d) asserting any Claims that are released hereby.

e. Except as otherwise specifically provided in the Plan or the Confirmation Order, all Persons who have voted to accept the Plan and who have held, hold or may hold claims, rights, causes of action, liabilities or any equity interests based upon any act or omission, transaction or other activity of any kind or nature that occurred between the Petition Date and the Effective Date, other than as expressly provided in the Plan or the Confirmation Order, regardless of the filing, lack of filing, allowance or disallowance of such a Claim or Interest, and any successors, assigns or representatives of the foregoing shall be precluded and permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any Claim, action or other proceeding of any kind with respect to any Claim, Interest or any other right or Claim against the Creditor Releasees which they possessed or may possess during the aforementioned period, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order with respect to any Claim, Interest or any other right or Claim against the Creditor Releasees which they possessed or may possess during the aforementioned period, (c) creating, perfecting or enforcing any encumbrance of any kind with respect to any Claim, Interest or any other right or Claim against the Creditor Releasees which they possessed or may possess during the aforementioned period, and (d) asserting any Claims that are released hereby.

f. Pursuant to the Confirmation Order and the Plan, the transfer of the assets and properties to the Purchasers, including Time Warner Telecom Inc., as part of the Asset Sales constituted sales in contemplation of the Plan. Accordingly, the sales of such assets and properties to the Purchasers, including Time Warner Telecom Inc., are transfers made pursuant to section 1146(c) of the Bankruptcy Code. Pursuant to section 1146 of the Bankruptcy Code, the Asset Sales and the assets and properties acquired in connection therewith may not be taxed under any law imposing a stamp or similar tax. Accordingly, all Persons who have held, hold or may hold claims, rights or causes of action for stamp or similar taxes, regardless of whether such Person has voted to accept the Plan, and any successors, assigns or representatives of the foregoing, shall be precluded and permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any Claim, action or other proceeding of any kind with respect to any stamp or similar tax against the Debtors, the Purchasers

(including Time Warner Telecom Inc.), or any assets or properties of the Debtors which the Purchasers, including Time Warner Telecom Inc., acquired pursuant to the Asset Sales, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or other with respect to any stamp or similar tax against the Debtors, the Purchasers (including Time Warner Telecom Inc.), or any assets or properties of the Debtors which the Purchasers, including Time Warner Telecom Inc., acquired pursuant to the Asset Sales, (c) creating, perfecting or enforcing any encumbrance of any kind with respect to any assets or properties of the Debtors which the Purchasers, including Time Warner Telecom Inc., acquired pursuant to the Asset Sales and (d) asserting any Claims for stamp or similar taxes that are held unenforceable hereby.

g. Irrespective of whether such Secured Indenture Claims are paid pursuant to the Plan or a Final Order granting the relief sought in the Secured Notes Collateral Value Motion, on the Effective Date, all Persons holding Secured Indenture Claims shall be precluded and permanently enjoined from (a) commencing or continuing in any manner any Claim, action or other proceeding of any kind with respect to any Secured Indenture Claim against the Debtors, the Creditor Releasees, or any assets of the Debtors which they possessed or may possess prior to the Effective Date, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order with respect to any Secured Indenture Claim against the Debtors, the Creditor Releasees, or any assets of the Debtors which they possessed or may possess prior to the Effective Date, (c) creating, perfecting or enforcing any encumbrance of any kind with respect to any Secured Indenture Claim against the Debtors, the Creditor Releasees, or any assets of the Debtors which they possessed or may possess prior to the Effective Date, and (d) asserting any Secured Indenture Claims that are paid in accordance with such Final Order or the Plan.

h. Each Person that voted in favor of the Plan shall be deemed to have specifically consented to the releases and injunctions set forth in the Plan and in the Confirmation Order.

5. Bar Dates.

a. *Professional Claims.* On the Effective Date, the Debtors shall pay all amounts owing to the Professionals for all outstanding Professional Claims relating to prior periods and for the period within which the Effective Date occurs. The Professionals shall estimate Professional Claims due for periods that have not been billed as of the Effective Date. Within 60 days after the Effective Date, a Professional receiving payment for the estimated period shall submit to the Court and the Plan Administrator a detailed invoice covering such period in the manner and providing the detail as set forth in the Fee Order and remit any overpayment to the Plan Administrator. The Plan Administrator will pay any undisputed underpayment as set forth in the invoice within 10 days of receipt of the detailed invoice.

b. *Administrative Claims Other Than Tax Claims.* Other than with respect to (i) Administrative Claims for which the Court previously has established a Bar Date, and (ii) Tax Claims addressed below, requests for payment or proofs of Administrative Claims, including Claims of all professional or other entities requesting compensation or reimbursement of expenses pursuant to Bankruptcy Code sections 327, 328, 330, 331, 503(b) or 1103 for services rendered on or before the Effective Date (including any compensation requested by any professional or any other entity for making a substantial contribution in the Chapter 11 Cases), must be Filed and served on the Plan Administrator and its counsel no later than the first Business Day that is at least sixty (60) days following the Effective Date (the "Administrative Claims Bar Date"). Objections to any such Administrative Claims must be Filed and served on the claimant no later than thirty (30) days after the Administrative Claims Bar Date. Holders of Administrative Claims, including all professional or other entities requesting compensation or reimbursement of expenses pursuant to Bankruptcy Code sections 327, 328, 330, 331, 503(b) or 1103 for services rendered on or before the Effective Date (including any compensation requested by any professional or any other entity for making a substantial contribution in the Chapter 11 Cases), that are required to File a request for payment of such Claims and that do not File such requests on or before the Administrative Claims Bar Date shall be forever barred from asserting such Claims against any of the Debtors, their Estates, the Plan Administrator, any other Person or Entity, or any of their respective property.

c. *Tax Claims.* All requests for payment of Claims by a governmental unit for Taxes (and for interest and/or penalties or other amounts related to such Taxes) for any tax year or period, all or any portion of which occurs or falls within the period from and including the Petition Date through and including the Effective Date, and for which no Bar Date has otherwise been previously established, must be Filed on or before the later of: (a) sixty (60) days following the Effective Date; or (b) ninety (90) days following the filing of the tax return for such Taxes for such tax year or period with the applicable governmental unit. Any holder of a Claim for Taxes that is required to File a request for payment of such Taxes and other amounts due related to such Taxes and which does not File such a Claim by the applicable bar date shall be forever barred from asserting any such Claim against any of the Debtors, the Estates, the Plan Administrator, Creditor Releasees or their respective Assets, whether any such Claim is deemed to arise prior to, on, or subsequent to the Effective Date, and shall receive no distribution under the Plan or otherwise on account of such Claim.

d. **Rejection Damages Claims.** If the rejection of an executory contract or unexpired lease pursuant to Section 6.5 of the Plan gives rise to a Claim by the other party or parties to the executory contract or unexpired lease, such Claim shall be forever barred and shall not be enforceable against the Debtors, their Estates, the Plan Administrator, or any of their respective properties and shall receive no distribution under the Plan or otherwise on account of such Claim unless a proof of Claim is filed within thirty (30) days after (a) mailing of this Notice, or (b) if the executory contract or unexpired lease is not rejected on or prior to the Effective Date, mailing of the notice of the Debtors' rejection of such contract or lease.

6. Treatment of Executory Contracts.

a. Except as otherwise expressly provided therein, the Confirmation Order constitutes an order of the Court pursuant to Bankruptcy Code section 365 approving all assumptions or assignments of all executory contracts and unexpired leases set forth on Exhibit E (the "Assumed Contracts") to the Disclosure Statement with respect to Plan (as the same may have been amended by the Confirmation Order, the "Disclosure Statement"), as of the Effective Date.

b. Any monetary defaults under each Assumed Contract shall be satisfied, pursuant to Bankruptcy Code section 365(b)(1), in either of the following ways: (a) by payment of the amount set forth in Exhibit E to the Disclosure Statement or expressly set forth in the Confirmation Order (the "Cure Amount") in Cash, in full on the Effective Date; or (b) by payment of the Cure Amount on such other terms as may be agreed to by the Debtors and the non-Debtor parties to such executory contract or lease.

c. Except for (a) the Assumed Contracts, (b) those executory contracts and unexpired leases that are the subject of previous orders of the Bankruptcy Court providing for their assumption or rejection pursuant to Bankruptcy Code section 365, irrespective of whether such assumption or rejection has yet to occur on the Effective Date, or (c) those executory contracts and unexpired leases that are the subject of a pending motion before the Bankruptcy Court with respect to the assumption or assignment of such executory contracts and unexpired leases, as of the Effective Date, all executory contracts and unexpired leases of the Debtors shall be rejected pursuant to section 365 of Bankruptcy Code. For the purposes of the Plan, as of the Effective Date, any and all customer agreements that have not been previously terminated, that have not been previously ordered assigned to a third party by order of the Court, irrespective of whether such assumption or rejection has yet to occur on the Effective Date, or that are not the subject of a pending motion before the Bankruptcy Court with respect to the same, shall be terminated and, to the extent applicable, shall be deemed rejected pursuant to Bankruptcy Code section 365.

7. Bankruptcy Court Address. For purposes of Filing requests for payment of Administrative Claims and applications for allowance of Fee Claims, the address of the Court is 824 North Market Street, Wilmington, Delaware 19801.

8. Effective Date. A separate notice of the occurrence of the Effective Date will be filed with the Court as soon as practicable.

9. Copies of Confirmation Order. Copies of the Confirmation Order may be obtained by written request to Logan & Company, Inc., 546 Valley Road, Upper Montclair, New Jersey 07043 or by fax at (973) 509-3191, and may be examined by any party in interest during normal business hours at the Office of the Clerk of the Court, United States Bankruptcy Court, 824 Market Street, Wilmington, Delaware 19801. The Confirmation Order will also be available for a fee from the web site for the United States Bankruptcy Court for the District of Delaware at www.deb.uscourts.gov or from Delaware Document Retrieval (302) 658-9971.

Dated: May 2, 2002

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