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UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

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COMMISSIONER
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In re:

W.G.I. COMMUNICATIONS, INC.,

Case No. 03-05415-001
Chapter 11

Debtor.

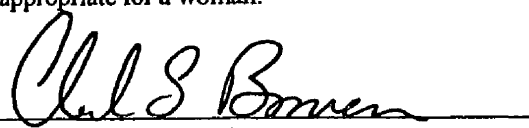
NOTICE OF HEARING

NOTICE IS HEREBY GIVEN THAT:

A hearing will be held in Courtroom 8B, Sam M. Gibbons United States Courthouse on Tuesday, August 19, 2003, at 1:30 p.m. before the Honorable Thomas E. Baynes, United States Bankruptcy Judge, to consider and act upon the following matter:

DEBTOR'S EMERGENCY MOTION PURSUANT TO 11 U.S.C §§ 365(D)(2) AND 365(D)(4) AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 6006 AND 9014 TO REJECT AND TERMINATE EXECUTORY CONTRACT

Appropriate Attire: You are reminded that L.B.R. 5072-1(b)(16) requires that all persons appearing in court should dress in appropriate business attire consistent with their financial abilities. Among other things, a coat and tie are appropriate for a man, a dress or pants suit is appropriate for a woman.



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that telephonic Notice of Hearing has been provided to all parties (when available) and that a true and correct copy of the foregoing **Notice of Hearing** and the Motion in connection with that Notice has been furnished via facsimile and US Mail to those parties listed below and to all parties on the attached Label Matrix for USBC, Middle District of Florida, Case No. 03-05415-8B1, this 14TH day of August, 2003.

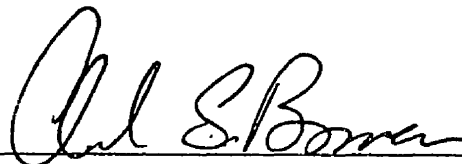
**Office of the United States
Trustee**
501 East Polk Street
Timber Lake Annex, Suite 1200
Tampa, Florida 33602
Facsimile (813) 228-2303

Verizon Communications, Inc.
c/o Luke Sbarra, Esq.
2800 One Atlantic Center
2810 W. Peachtree Street
Atlanta, GA 30309-3450
Facsimile (404) 873-8599

BMW Financial Services
Rhonda Jewett
5515 Parkcenter Circle
Dublin, OH 43014
Facsimile 614-789-7533

**Florida Public Service
Commission**
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

Federal Communications Com.
445 12 St., SW
Washington, DC 20554
Facsimile 202-418-0232



Chad S. Bowen, Esquire

Label Matrix for USBC
Middle District of Florida
Case 8:03-bk-05415-TEB
Thu Aug 14 11:34:07 EDT 2003

Assistant United States Trustee
Timberlake Annex Suite 1200
501 E Polk Street
Tampa FL 33602

B-thap Llc
Brahin Mgmt Corp
Joe Savaro
Philadelphia, Pa 19102

BMW Financial Services
Rhonda L. Jewett
5515 Parkcenter Cir.
Dublin, OH 43017

BWD Check Cashing
2403 US. Hwy 98 N.
Lakeland, FL 33805

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United States Trustee
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Tampa, FL 33602

Bmw Financial Services
Po Box 78066
Phoenix, Az 85002

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Tampa, FL 33602

Internal Revenue Service
Special Procedures-Stop 5720
400 W Bay Street Suite 35045
Jacksonville FL 32202

Darryl S. Laddin
Arnall Golden Gregory LLP
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Atlanta, GA 30309-3450

Office of US Attorney
Attn Civil Process Clerk
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Tampa FL 33602

Progressive Personnel
Mike Bell
Po Box 21583
Tampa, Fl 33622

Smart Wireless, Inc.
8216 Waters Ave. W.
Tampa, FL 33615

State of Florida Dept of Revenue
Office of General Council-Bkcy Sec
PO Box 6668
Tallahassee FL 32314-6668

State of Florida-Dept of Labor & Emp Sec
Hartman Building Suite 307
2012 Capital Circle Southeast
Tallahassee FL 32399-0658

Tampa Electric Co
Po Box 111
Tampa, Fl 33601

The Check Casher, Inc.
Attn: Council Rudolph
7613 E. Causeway Blvd.

The Flyer
Belinda Tuggle
Po Box 5059
Tampa, Fl 33675

United States Trustee - TPA 11
Timberlake Annex, Suite 1200
501 E. Polk Street
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Verizon Communications, Inc.
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2800 One Atlantic Center
2801 W. Peachtree ST.
Atlanta, GA 30309-3450, 30309-3450

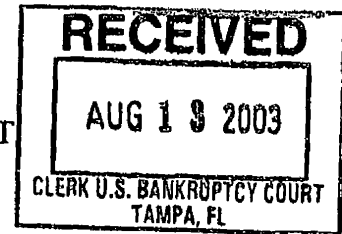
Verizon Florida Inc
Deb Hill
Po Box 920041
Dallas, Tx 75392

W G I Communications Inc
2319 E Hillsborough Ave
Tampa, FL 33610

Wireless Unlimited
3434 W. Columbus Ave.
Tampa, Fl. 34607

Your Choice Cellular
11900 Nebraska Ave.
Tampa, FL 33612

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION



In re:

W.G.I. COMMUNICATIONS, INC.,

Case No. 03-05415-8B1

Chapter 11

Debtor.

**DEBTOR'S EMERGENCY MOTION PURSUANT TO 11 U.S.C §§ 365(D)(2) AND
365(D)(4) AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 6006 AND
9014 TO REJECT AND TERMINATE EXECUTORY CONTRACT
(Emergency Relief Requested)**

W.G.I. Communications, Inc. ("Debtor"), by and through counsel, and pursuant to 11 U.S.C. §§ 365(a) and 365(d)(4) and Federal Rules of Bankruptcy Procedure 9014 and 6006 hereby files this Motion and requests the entry of an Order authorizing the termination and rejection of that certain inter-connection agreement by and between Verizon Florida Inc. ("Verizon") and the Debtor effective as of May 10, 2001, and attached as **Exhibit "A"** (the "Agreement"). Debtor's counsel has been informed that Verizon has consented to the relief requested herein. In support of this Motion, the Debtor states as follows:

Background

1. Pursuant to 28 U.S.C. §§1334 and 157, this Court has jurisdiction to hear this Motion.
2. This is a core proceeding pursuant to 28 U.S.C. §157(b)(2).
3. The Debtor filed a voluntary petition for relief under Chapter 11 of Title 11

of the United States Code on March 18, 2003 (the "Petition Date").

4. Pursuant to §§1107(a) and 1108 of the Bankruptcy Code and this Court's Order, the Debtor is operating its business and managing its property as a debtor in possession.

5. Traditionally, the Debtor's business has involved the sale of prepaid local phone service to retail customers using phone lines the Debtor essentially "leased" from Verizon pursuant to the Agreement. A copy of the Agreement is attached hereto as **Exhibit "A"**.

6. Verizon is the primary pre-petition and post-petition creditor of the estate.

7. In connection with its business, the Debtor, as a competitive local exchange carrier, relied on its ability to use Verizon's phone lines pursuant to the Agreement.

8. Subsequent to the date of its petition, the Debtor has not made any administrative payments to Verizon for post-petition services provided under the Agreement and does not have the present cash flow to make any post-petition payments to Verizon nor any other administrative claimants of the estate. Upon information and belief, the Debtor has accrued approximately \$150,000.00 of unpaid post-petition debt to Verizon in connection with post-petition usage under the Agreement (the "Verizon Claim").

9. The Debtor has determined that it will not be able to: (i) maintain its business and pay its administrative claimants (ii) nor confirm a plan of reorganization pursuant to the requirements of 11 U.S.C. § 1129(a). By separate motion, the Debtor will seek dismissal of its petition subsequent to the rejection and termination of the Agreement

because such dismissal of the bankruptcy petition would be in the best interests of all constituents of the estate.

Relief Requested

10. Pursuant to this Motion, the Debtor seeks the entry of an order approving the rejection and termination of the Agreement pursuant to 11 U.S.C. §§ 365(a) and 365(d)(4).

11. In connection with the relief requested herein, upon the entry of an Order on this Motion, the Debtor will provide notice in an appropriate form to its customers and to applicable regulatory agencies of its election to reject and terminate the Agreement, to the extent required by applicable non-bankruptcy law. Given the emergency nature of this Motion and the circumstances of the case, the Debtor requests that this Court retain jurisdiction to consider, adjudicate, and rule on any issues that may arise concerning the Debtor's compliance with applicable non-bankruptcy laws in connection with the termination of the Agreement.

12. Upon the entry of an Order on this Motion, Verizon will have the right to immediately terminate all services that it provides to the Debtor under the Agreement and treat the Agreement as terminated and rejected.

13. In an effort to resolve residual payment issues resulting from the rejection and termination of the Agreement, the Debtor, We've Got It Wireless, Inc. (a subsidiary of the Debtor) ("Wireless" and together with the Debtor, the "Obligors"), and Verizon have agreed, subject to court approval and to the dismissal of the Debtor's bankruptcy case, that the Obligors should pay the Verizon Claim on the terms set forth herein and in

the security documents and a promissory note evidencing Wireless' re-payment of the Verizon Claim. The following are the salient terms of the Obligors' re-payment obligation of the Verizon Claim (the "Repayment Plan"):

- a) The Obligors shall be jointly and severally liable to make payment to Verizon Communications Inc. over a period of three (3) years in equal monthly installments of approximately \$4,322.79 beginning on September 1, 2003 and on the first day of each month thereafter until August 1, 2006;
- b) The payment of the Verizon Claim is based on a three (3) year term and interest accruing at an annual fixed rate of seven percent (7%) for the term of the Repayment Plan;
- c) In addition to the payments required under sub-paragraph (a) above, on September 1, 2003, the Obligors shall also pay (or cause to be paid) to Verizon a lump sum of \$10,000.00 to be credited towards the principal balance due of \$150,000.00;
- d) The Obligors will pay (or cause to be paid) the Verizon Claim, including the one time \$10,000.00 down payment on September 1, 2003, as set forth above, each month by check (or as otherwise agreed to by the Obligors and Verizon, in writing) payable to Verizon Communications Inc. and delivered to William G. Cummings, Director of Special Assets, 1095 Avenue of the America's, New York, New York, 10036, so as to be received by Verizon on the first business day of each month during the term of this arrangement;
- e) In the event that any payment of the Verizon Claim, including the initial

down payment due on September 1, 2003, is not received on the first business day of each month, Verizon or its attorneys may provide notice of such default by fax during regular business hours (with a copy via first-class U.S. mail) (the “Default Notice”) as follows:

We’ve Got it Wireless, Inc.
Attn: Kenneth Roberts, President and Chief Executive Officer
2319 E. Hillsborough Avenue
Tampa, Florida 33610
Fax Number: 813-354-9264

Jennis and Bowen, P.L.
Counsel for Debtor, W.G.I. Communications, Inc.
Attn: Chad S. Bowen
400 North Ashley Dr., Ste. 2540
Tampa, FL 33606
Fax Number: 813-229-1707

f) In the event that the Obligors fail to cure the default described in the Default Notice within five (5) business days after the date of receipt of the fax of such Default Notice (as confirmed by the sender’s fax machine), all obligations of the Obligors to Verizon shall become immediately due and payable without any further notice whatsoever of any kind or nature and Verizon shall be entitled to exercise all rights remedies available under the security documents securing repayment of the Verizon Claim and other applicable laws;

g) The Obligors shall be entitled at any time to prepay all or any part of the Verizon Claim without penalty. Provided, however, that: (i) in the event the Obligors prepay the entire balance of the Verizon Claim on or before December 31, 2003, the Obligors shall receive a discount of twenty percent (20%) of the

then outstanding balance of the Verizon Claim (plus any accrued but unpaid interest) and (ii) in the event the Obligors prepay the entire balance of the Verizon Claim on or before June 30, 2003, the Obligors shall receive a discount of fifteen percent (15%) of the then outstanding balance of the Verizon Claim (plus any accrued but unpaid interest);

h) Wireless will grant Verizon a security interest in all of its assets to secure payment of the Verizon Claim, including all after-acquired property and proceeds and products of any of its assets, all as shall be more substantially set forth in the security documentation securing re-payment of the Verizon Claim; and

i) The Obligors and Verizon shall execute such additional documents and take such additional actions in good faith as are reasonably necessary to memorialize the proposed transaction.

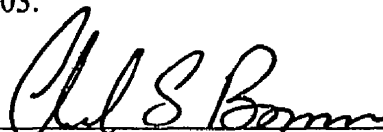
Emergency Nature of Relief

The Debtor and Verizon seek the Court's approval of, among other things, the immediate rejection and termination of the Agreement because the continued accrual of the amounts due under the Agreement constitute a continuing and irreparable harm to the Debtor, its estate and the estate's creditors, including Verizon. Additionally, due to regulatory and public welfare concerns, the Debtor and Verizon seek an expedited, efficient, and orderly termination of the Agreement and the Debtor's business under the Court's supervision.

WHEREFORE, the Debtor respectfully requests that this Court enter an order (i) authorizing the termination and rejection of the Agreement, (ii) approving of the

Repayment Plan, (iii) approving of the procedures for the Debtor to provide notice to its customers and applicable regulatory agencies (iv) finding that the relief and obligations contemplated herein shall survive the dismissal of the Debtor's case and (v) granting such other and further relief as the Court deems just and proper.

DATED this 13TH day of August, 2003.



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Facsimile: (813) 229-1707

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to the following, on this 13TH day of August, 2003.

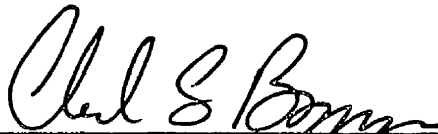
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