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UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

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COMMISSION
CLERK

In re _____)
SERVISENSE.COM, INC., _____)
Debtor. _____)

Chapter 11
Case No. 01-16539-WCH

**MOTION FOR ORDER AUTHORIZING AND APPROVING INTERIM
DISTRIBUTION OF POST-CONFIRMATION ESTATE PROPERTY TO HOLDERS OF
ALLOWED UNSECURED NONPRIORITY PREPETITION CLAIMS**

To the Honorable William C. Hillman, United States Bankruptcy Judge:

Craig R. Jalbert, the Liquidating Supervisor of ServiSense.com, Inc. (the "Debtor"), hereby moves, pursuant to 11 U.S.C. § 105(a), for the entry of an order: (i) authorizing and approving the proposed interim distribution, a schedule of which is annexed hereto as Exhibit A (the "Proposed Interim Distribution"), to holders of allowed, unsecured nonpriority claims (the "Allowed Claims"), which claims constitute Class 3 claims pursuant to the confirmed *Joint Liquidating Plan of Reorganization* (the "Plan");¹ and (ii) forever barring and estopping any person, entity, or governmental unit from asserting any postpetition claims of any kind, nature, or

CMP _____ priority against (a) the Liquidating Supervisor or his surety, (b) the Debtor, (c) the Debtor's the
COM _____ post-confirmation estate (the "Post-Confirmation Estate"), or (d) the property of the Post-
CTR _____
ECR _____ Confirmation Estate.

GCL _____ In support of this motion, the Liquidating Supervisor states as follows:

OPC _____
I. Background and Procedural History

MMS _____
RCA _____ 1 On August 20, 2001 (the "Petition Date"), the Debtor filed a voluntary petition for
SCR _____ relief under Chapter 11 of Title 11 of the United States Code. Thereafter, the Debtor continued

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in the possession of its property and in the management of its business as a debtor-in-possession pursuant to 11 U.S.C. §§ 1107 and 1108.

2. On January 31, 2002, the Court entered an *Order Authorizing Debtor's Private Sale of Assets* (the "Sale Order"), pursuant to which the Debtor was permitted to sell to Alticom, Inc. (formerly known as Eastern Telephone, Inc.) ("Alticom"), free and clear of all liens, claims, interests, and encumbrances, substantially all of its assets, including, without limitation, the Debtor's trade name, customer lists, and all other tangible and intangible assets necessary to the operation of the Debtor's former business (the "Transferred Assets"). On February 4, 2002, the Debtor and Alticom closed the transaction authorized by the Sale Order, with such closing being effective as of February 1, 2002 (the "Transfer Date").

3. On February 12, 2002, the Court entered an *Amended Order Authorizing Debtor's Private Sale of Assets* (the "Amended Sale Order"), which amended the Sale Order to approve a certain *Management Agreement* executed as of the Transfer Date by and between the Debtor and Alticom (the "Management Agreement"). Pursuant to the Management Agreement, Alticom operated the Transferred Assets under the trade name, federal tax identification numbers, and/or other identifying regulatory numbers acquired from the Debtor. Alticom operated the Transferred Assets until June 2004, when, upon information and belief, it ceased all business operations with insufficient assets to pay its substantial indebtedness, incurred on and after the Transfer Date, to one or more of its creditors (the "Alticom Creditors").

4. On April 10, 2002, the Court entered an order confirming the Plan as proposed by the Debtor and the Official Committee of Unsecured Creditors, pursuant to which the Liquidating Supervisor was appointed as the fiduciary of the Post-Confirmation Estate and was

¹ A true and accurate copy of the Plan is annexed hereto as Exhibit B.

given the powers, duties and obligations set forth in the Plan and in the *Liquidating Supervisor Agreement* attached to the Plan as Exhibit A.

5. On July 2, 2004, the Liquidating Supervisor filed his *First Omnibus Objection to Claims and Request for Preliminary Hearing* (the “First Claim Objection”), pursuant to which the Liquidating Supervisor requested that the Court, reduce, allow, or disallow, as the case may be, the claims listed on Exhibit A to the First Claim Objection.² On August 18, 2004, and after notice and a hearing, the Court entered the *Order on First Omnibus Objection to Claims*, a true and accurate copy of which is annexed hereto as Exhibit C (the “First Claim Objection Order”), wherein the Court reduced, allowed, or disallowed, as the case may be, the claims, and amounts thereof, listed on the exhibits attached to the First Claim Objection Order.

6. On July 27, 2004, the Liquidating Supervisor filed his *Second Omnibus Objection to Claims and Request for Preliminary Hearing* (the “Second Claim Objection”), pursuant to which the Liquidating Supervisor requested that the Court, reduce, allow, or disallow, as the case may be, the claims listed on Exhibit A to the Second Claim Objection. On September 14, 2004, and after notice and a hearing, the Court entered the *Order on Second Omnibus Objection to Claims*, a true and accurate copy of which is annexed hereto as Exhibit D (the “Second Claim Objection Order”) (together with the First Claim Objection Order, the “Claim Objection Orders”), wherein the Court reduced, allowed, or disallowed, as the case may be, the claims, and amounts thereof, listed on the exhibits attached to the Second Claim Objection Order.

² By order dated February 8, 2002, the Court established March 22, 2002 as the deadline by which creditors were to file proofs of claims for prepetition claims against the Debtor. Additionally, by order dated March 18, 2002, the Court established April 4, 2002 as the deadline by which administrative claimants were to file requests for payment of administrative expenses.

II. Jurisdiction and Venue

7. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157(a) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

8. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

III. Relief Requested

9. Pursuant to Article 6.12 of the Plan, on or before the Initial Distribution Date,³ “the Liquidating Supervisor shall pay in full all Allowed Administrative and Priority Claims, unless an agreement otherwise has been executed by the parties.” Plan at Art. 6.12. The Plan further provides that thereafter, the Liquidating Supervisor shall “pay the Initial Distribution Amount to the holders of Allowed Class 3 Claims.” *Id.* The Liquidating Supervisor contends he has fully paid, or has otherwise reserved funds for the full payment of Allowed Administrative and Priority Claims, and that the only remaining unpaid claims are the Allowed Claims. However, the Liquidating Supervisor is informed, and therefore believes that one or more Alticomm Creditors assert they are entitled to recover from the Post-Confirmation Estate, on an administrative or other priority basis, for claims arising from Alticomm’s business operations on and after the Transfer Date. Therefore, out of an abundance of caution, and despite authority granted him under the Plan, the Liquidating Supervisor requests an order authorizing and approving the Proposed Interim Distribution since it would be funded with assets that are, if Alticomm Creditors are correct, necessary to pay Allowed Administrative and Priority Claims.

IV. Basis for the Relief Requested

10. This Court has the authority to issue any order that is necessary or appropriate to carry out the provisions of the Bankruptcy Code, or to enforce or implement court orders. See

³ Capitalized terms not defined herein shall have the meanings ascribed them in the Plan.

11 U.S.C. § 105(a); see also Besstte v. Avco Fin. Serv., Inc., 230 F.3d 439, 444-45 (1st Cir. 2000). Therefore, this Court may issue an order authorizing and approving the Proposed Interim Distribution, and forever barring and estopping any person, entity, or governmental unit from asserting any postpetition claims of any kind, nature, or priority against (a) the Liquidating Supervisor or his surety, (b) the Debtor, (c) the Post-Confirmation Estate, or (d) the property of the Post-Confirmation Estate.

11. At present, and in addition to certain pending litigation assets, the Liquidating Supervisor is holding \$557,173.49 in cash which constitutes property of the Post-Confirmation Estate. He contends that he has fully paid, or has otherwise reserved funds for full payment of Allowed Administrative and Priority Claims, and that the only remaining unpaid claims are the Allowed Claims. As set forth above, some Alticomm Creditors, including the operating telephone company subsidiaries of Verizon Communications, Inc. (“Verizon”), have asserted they are entitled to recover from the Post-Confirmation Estate for unpaid claims against Alticomm arising on and after the Transfer Date. Additionally, various state and local taxing authorities have asserted that the Post-Confirmation Estate is liable for unpaid taxes incurred by Alticomm after the Transfer Date. The Liquidating Supervisor is informed, and therefore believes, that the total claims of Alticomm Creditors exceeds the total amount of cash presently in the Post-Confirmation Estate.

12. Pursuant to the Claim Objection Orders, the total amount of Allowed Claims are \$4,917,161.05, although the objections to the claims of C. David Chase and Alan R. Stone, totaling \$2,229,253.73, have been consolidated for trial in Adversary Proceeding No. 02-1429-WCH, and the claim of RNK, Inc. totaling \$5,310.50 which is subject to an unresolved avoidance action (collectively the “Disputed Claims”). The total possible Allowed Claims,

therefore, is \$7,151,725.28. Consequently, in the unlikely event that one or more Alticomm Creditors are deemed to have valid claims against the Post-Confirmation Estate for Alticomm's business liabilities -- a position with which the Liquidating Supervisor disagrees -- the Liquidating Supervisor may face personal liability for what might later be deemed to be improper distributions to the holders of Allowed Claims, or for assessments for so-called personal responsibility civil tax penalties. Therefore, the Liquidating Supervisor requests an order authorizing and approving the Proposed Interim Distribution in order to begin the distribution process, and to confront once and for all the issue raised by Alticomm Creditors. In addition, having raised this issue on behalf of the Alticomm Creditors, and to eliminate any further delay and expense in the Debtor's case, the Liquidating Supervisor seeks an order forever barring and estopping any person, entity, or governmental unit from asserting any postpetition claims of any kind, nature, or priority against (a) the Liquidating Supervisor or his surety, (b) the Debtor, (c) the Post-Confirmation Estate, or (d) the property of the Post-Confirmation Estate.

V. The Proposed Interim Distribution

13. As an Initial Distribution under the Plan, the Liquidating Supervisor proposes to issue distributions of five percent (5%) of Allowed Claims to the holders thereof, which distributions would total \$245,858.05. In addition, the Liquidating Supervisor shall hold in reserve an amount equal to five percent (5%) of the Disputed Claims pending the adjudication of the validity of those claims, which reserves would total \$111,728.21. In the event that the Proposed Interim Distribution is approved by the Court, the Liquidating Supervisor estimates that \$198,777.59 in cash would remain in the Post-Confirmation Estate to pay professional fees and expenses, both previously incurred, and those to be incurred and future fees due to the Office of the United States Trustee. As such, the Liquidating Supervisor requests that the Court

approve the Proposed Interim Distribution to the holders of Allowed Claims in the amounts set forth on Exhibit A hereto.

VI. Notice

14. Given the nature of the relief requested herein, the Liquidating Supervisor will serve a copy of this motion and all exhibits hereto, and certify completion of that service, by first class mail, postage prepaid, upon: (i) the Office of the United States Trustee; (ii) all known creditors of the Debtor; (iii) all known creditors of Alticomm, including Verizon; (iv) all known taxing or regulatory authorities that may seek to assert administrative claims against the Post-Confirmation Estate; (v) all known taxing authorities that may seek to assert claims against Alticomm; (vi) the members of the Post-Effective Date Committee constituted under the Plan; (vii) the Attorney General for each of the forty-eight (48) contiguous United States; (viii) all parties having filed notices of appearance in the Debtor's case; (ix) all parties having filed notices of appearance in Alticomm's bankruptcy proceedings; and, (x) all known taxing authorities that may seek to assert or assess so-called personal responsibility civil penalties or claims against the Liquidating Supervisor. The Liquidating Supervisor hereby requests that this Court find that such service is sufficient notice to all parties in interest under the circumstances.

WHEREFORE, the Liquidating Supervisor respectfully requests that this Court enter an order, substantially in the proposed form of order annexed hereto as Exhibit E:

1. authorizing and approving the Proposed Interim Distribution as described herein;

ii. forever barring and estopping any person, entity, or governmental unit from asserting any postpetition claims of any kind, nature, or priority against (a) the Liquidating Supervisor or his surety, including, without limitation, any taxing authorities or other

governmental units that may seek to assert or assess so-called personal responsibility civil penalties or claims against the Liquidating Supervisor, (b) the Debtor, (c) the Post-Confirmation Estate, or (d) the property of the Post-Confirmation Estate;

iii. finding service of this motion as described herein good and sufficient under the circumstances; and

iv. granting to the Liquidating Supervisor such other and further relief as the Court deems proper and just.

CRAIG R. JALBERT, LIQUIDATING
SUPERVISOR OF SERVISENSE.COM, INC.

By his attorneys,

/s/ Michael J. Fencer

Bruce F. Smith (BBO No. 467900)
Steven C. Reingold (BBO No. 638649)
Michael J. Fencer (BBO No. 648288)
JAGER SMITH P.C.
One Financial Center
Boston, Massachusetts 02111
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facsimile: (617) 951-2414
email: mfencer@jagersmith.com

Dated: April 15, 2005

EXHIBIT A

ServiSense.com, Inc.			Exhibit A
Chapter 11, Case No. 01-16539 WCH			
Proposed Distribution to Allowed Claims			
<i>Claimant</i>		<i>Allowed Claim</i>	<i>Proposed Distribution</i>
AALL Electric Contractor, Inc.		\$1,002.78	\$50.14
Accessline Communications		\$18,237.18	\$911.86
Accountemps		\$7,706.90	\$385.35
Adams Electric		\$122.00	\$6.10
Affiliates		\$12,577.50	\$628.88
Ahmadi, Mashal		\$14.32	\$0.72
Airborne Express		\$455.61	\$22.78
Allegheny City Electric, Inc.		\$2,466.08	\$123.30
Alliance Express		\$4,762.63	\$238.13
Annie's Cleaning Service		\$286.88	\$14.34
Arch Paging		\$650.98	\$32.55
Aubrey, Mia		\$170.99	\$8.55
Baggs, Mary		\$200.02	\$10.00
Bailey, Kenneth R.		\$13.49	\$0.67
Boston Bean Coffee Co.		\$270.32	\$13.52
Breakaway Solutions		\$78,871.12	\$3,943.56
Bruce R. Mathias, PC		\$1,760.00	\$88.00
Buckeye Cable System		\$187.77	\$9.39
Candelori Electric, Inc.		\$106.00	\$5.30
CCS		\$5,672.35	\$283.62
COEN Business Forms		\$2,742.10	\$137.11
Coleman, Cylena M.		\$25.86	\$1.29
Community Newspaper Co.		\$3,816.68	\$190.83
Cornellier, Catherine		\$17.09	\$0.85
Corporate Technologies		\$4,691.74	\$234.59
Cowling, Richard		\$10.57	\$0.53
CSC		\$724.99	\$36.25
Culligan Water Cond		\$26.45	\$1.32
Dane, David A.		\$112,500.00	\$5,625.00
David Stafford Johnson		\$4,387.50	\$219.38
Deltron Electric Corp.		\$1,390.00	\$69.50
DigiPress, Inc. dba Spire		\$94,036.03	\$4,701.80
Duquesne Light		\$70.85	\$3.54
Dynametric		\$559.90	\$28.00
Energy Guide		\$1,120.00	\$56.00
Energy On		\$90.00	\$4.50
Equitable Gas		\$170.00	\$8.50
Farmer Arsenault Brock		\$96.80	\$4.84
Federal Express		\$197.81	\$9.89
Focal		\$10,577.69	\$528.88
Focus Technology Solutions, Inc.		\$36,459.88	\$1,822.99
Fresh City		\$122.54	\$6.13
GE Info Services, Inc.		\$823.59	\$41.18
Genesys Conferencing, Inc.		\$3,685.02	\$184.25

ServiSense.com, Inc.			Exhibit A
Chapter 11, Case No. 01-16539 WCH			
Proposed Distribution to Allowed Claims			
<i>Claimant</i>		<i>Allowed Claim</i>	<i>Proposed Distribution</i>
Get Connected, Inc.		\$100.00	\$5.00
Gomez		\$5,300.00	\$265.00
Green Mountain Corp.		\$76.60	\$3.83
Green Mountain Energy		\$136.65	\$6.83
Helein Law Group, PC, The		\$200,345.09	\$10,017.24
Hello Direct		\$1,545.85	\$77.29
Hosting.com		\$9,299.40	\$464.97
HotJobs.com, LTD.		\$2,100.00	\$105.00
IKON Office Solutions		\$1,380.76	\$69.04
Imperial Premium Fin Co.		\$1,315.92	\$65.80
Info Directions, Inc.		\$131,331.18	\$6,566.56
Infographix, Inc.		\$37,796.64	\$1,889.83
Infuit		\$339.48	\$16.97
Insight Direct, Inc.		\$24,440.68	\$1,222.03
Iona Technologies, Inc.		\$2,097.90	\$104.90
Kemp, Beverly A.		\$56.74	\$2.84
Kinko's, Inc.		\$405.95	\$20.30
Kubat, Michelle M.		\$2,423.08	\$121.15
Lower My Bills		\$850.00	\$42.50
Management Network Group, The		\$3,290.01	\$164.50
Mass Buying Power		\$1,820.00	\$91.00
MCI Worldcom Comm.		\$4,592.49	\$229.62
McKeown, Christopher J.		\$2,596.14	\$129.81
McKeown, Christopher J.		\$8,653.80	\$432.69
Microsoft Services		\$1,286.25	\$64.31
Mihalic, Linda C.		\$15.70	\$0.79
Mount Vernon Strategies, Inc.		\$4,825.00	\$241.25
Murphy Software Consulting, Inc.		\$577.50	\$28.88
Murray, Patty		\$39.40	\$1.97
MWare, Inc.		\$1,000.00	\$50.00
Myriad Construction Co.		\$104.10	\$5.21
Nature Springs Water Co.		\$472.40	\$23.62
NBANC		\$106.08	\$5.30
NCR		\$200.00	\$10.00
NE Water Heater Co.		\$137.07	\$6.85
NECA- TRS		\$574.15	\$28.71
New Hampshire Elec. Co.		\$159.07	\$7.95
New Jersey Nat. Gas Co.		\$137.00	\$6.85
Niagra Mohawk		\$5,694.54	\$284.73
Norley Company, Inc.		\$607.98	\$30.40
Office Team		\$1,826.40	\$91.32
Operating Telephone Subsidiaries of Verizon Communication, Inc.		\$1,648,828.15	\$82,441.40
OSI Collection Services		\$120.80	\$6.04
Partners & Simons, Inc.		\$71,789.89	\$3,589.49

ServiSense.com, Inc.			Exhibit A
Chapter 11, Case No. 01-16539 WCH			
Proposed Distribution to Allowed Claims			
<i>Claimant</i>		<i>Allowed Claim</i>	<i>Proposed Distribution</i>
Peabody & Arnold, LLP		\$2,327.00	\$116.35
Peco Energy		\$2,089.52	\$104.48
Peregrine Interactive		\$500.00	\$25.00
Pitney Bowes Credit Corporation		\$3,500.00	\$175.00
Pro Media, Inc.		\$57,953.51	\$2,897.68
Protocol Communications, Inc.		\$106,175.84	\$5,308.79
Purchase Power		\$2,691.59	\$134.58
Qwest Communications Corporation		\$151,901.97	\$7,595.09
Qwest Corporation		\$227,625.23	\$11,381.25
Rackov, Gary		\$51.40	\$2.57
Ramsey, James M.		\$5,803.21	\$290.16
Response Electric Service		\$440.00	\$22.00
Rich May, A Professional Corporation		\$6,171.74	\$308.59
Riemer & Braunstein		\$6,491.79	\$324.59
Rockwell Electronic Comm.		\$590.00	\$29.50
S & R Electric Enterprise, Inc.		\$292.56	\$14.63
Service Master		\$3,431.11	\$171.56
Shrawfer, Kristen		\$46.33	\$2.32
Simulcik, Garrett P.		\$12.85	\$0.64
Sperry & Hutchinson Company, Inc., The		\$1,642,675.82	\$82,133.78
Staples		\$57.00	\$2.85
State of Georgia		\$256.00	\$12.80
State of Illinois		\$11.00	\$0.55
State of Maine		\$43.80	\$2.19
State of Maryland		\$461.62	\$23.08
State of Massachusetts		\$4,342.42	\$217.12
State of New Hampshire		\$1,199.84	\$59.99
State of New York		\$3,822.76	\$191.14
State of Ohio		\$9,132.16	\$456.61
State of Pennsylvania		\$3,348.93	\$167.45
Stover, Jay L.		\$70.00	\$3.50
Sznyter Olster, Carol		\$30.11	\$1.51
Touch America		\$10,447.79	\$522.39
United States Postal Service		\$375.00	\$18.75
Universal Service Administrative Company		\$34,175.46	\$1,708.77
Verisign Digital ID		\$895.00	\$44.75
Veritas		\$1,594.95	\$79.75
Wattage Monitor		\$275.00	\$13.75
Wayne's Express		\$110.25	\$5.51
Weston Adams Law Firm		\$300.00	\$15.00
Worldwide Express		\$1,628.41	\$81.42
Yankee Group, The		\$29,100.00	\$1,455.00

ServiSense.com, Inc.			Exhibit A
Chapter 11, Case No. 01-16539 WCH			
Proposed Distribution to Allowed Claims			
<i>Claimant</i>		<i>Allowed Claim</i>	<i>Proposed Distribution</i>

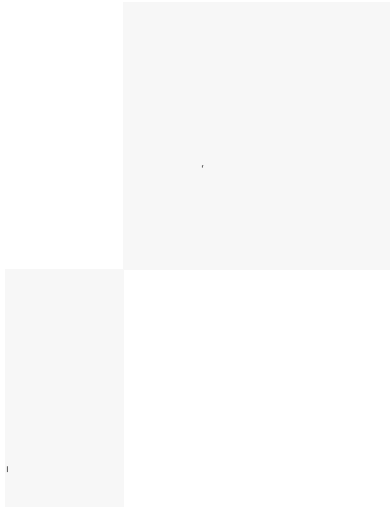


EXHIBIT B

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

In re

SERVISENSE.COM, INC.,

Debtor.

Chapter 11
Case No. 01-16539-WCH

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U.S. BANKRUPTCY COURT
DISTRICT OF MASS.

JOINT LIQUIDATING PLAN OF REORGANIZATION

ServiSense.com, Inc. (the "Debtor") and the Official Committee of Unsecured Creditors (the "Committee," and together with the Debtor, the "Proponents") hereby propose the following liquidating Plan of Reorganization ("Plan") to the Debtor's creditors. Certain terms used in the Plan are defined in Section 101 of the Bankruptcy Code or in Article II below.

ARTICLE I: INTRODUCTION

This Plan is a liquidating plan and does not contemplate the continuation of the Debtor's business other than as may be deemed appropriate to retain or maximize the value of the Assets of the Estate. Substantially all of the Debtor's assets have already been sold. This Plan contemplates that the net proceeds from the liquidation of assets of the Debtor's Estate will be distributed by the Liquidating Supervisor to the holders of various claims hereinafter described and to the extent provided in this Plan.

ARTICLE II: DEFINITIONS

In addition to such other terms as are defined in other sections of this Plan, the following terms (which appear in this Plan as capitalized terms) have the meanings set forth below. Any capitalized term used but not defined in this Plan that is defined in the Bankruptcy Code shall have the meaning given in the Bankruptcy Code.

1. "Administrative Claim" means a claim for costs and expenses of administration of the kind described in Sections 503(b) and 507(a)(1) of the Bankruptcy Code, including without limitation

trade obligations incurred by the Debtor subsequent to the commencement of the Chapter 11 Case, the Liquidating Supervisor's Expenses and any fees payable pursuant to 28 U.S.C. § 1930(a)(6).

2. "*Allowed Claim*" means a claim against the Debtor's Estate which has been scheduled by the Debtor as liquidated in amount and not disputed or contingent or which is set forth in a proper and timely filed proof of claim, in either case as to which (i) no party in interest entitled to do so has filed an objection to such claim or a request that it be estimated within any time required under this Plan or otherwise fixed by the Bankruptcy Court; or (ii) if such a party in interest has filed an objection to such claim or request for estimation, the claim is allowed by a Final Order of the Bankruptcy Court (provided, however, that the claim is an Allowed Claim only to the extent allowed by such Order in accordance with applicable law); or (iii) the claim is allowed under this Plan.

3. "*Assets*" means all property that would be property of the Debtor and the Debtor's estate under Section 541 of the Bankruptcy Code, whether such property is now existing or hereafter arising or acquired and wherever located including, without limitation, all Causes of Action and all proceeds of and recoveries on Causes of Action, all accounts, contract rights, chattel paper, general intangibles, instruments, securities, furniture, fixtures, machinery, equipment, inventory, intellectual property, domain names, and interest in real estate.

4. "*Bankruptcy Code*" means Title 11 of the United States Code, as now in effect or hereafter amended to the extent that such amendment(s) are made retroactively applicable to this Chapter 11 Case.

5. "*Bankruptcy Court*" means the United States Bankruptcy Court for the District of Massachusetts (Eastern Division).

6. "*Business Day*" means any day on which commercial banks are not authorized or required to close in Boston, Massachusetts.

7. "*Cause of Action*" means all claims and causes of action now owned or hereafter acquired by the Debtor or Liquidating Supervisor, whether arising under the Code or other federal or state

law, including, without limitation, any avoidance actions. The term shall also include any relief that may be sought by a trustee under the Bankruptcy Code whether by adversary proceeding or otherwise.

8. "*Chapter 11 Case*" means the case filed by the Debtor pursuant to Chapter 11 of the Bankruptcy Code.

9. "*Claim*" means all claims, as defined in Section 101(5) of the Bankruptcy Code, against the Debtor, whether or not scheduled, liquidated or unliquidated, absolute or contingent, including, without limitation, all claims arising from either of the Debtor's rejection of any executory contract or unexpired lease.

10. "*Closing*" means the closing on the Effective Date of those transactions to be effected at that time under the Plan.

11. "*Confirmation Date*" means the date upon which the Confirmation Order shall be entered by the Bankruptcy Court.

12. "*Confirmation Order*" means the order entered by the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code.

13. "*Contested Claim*" means any claim or portion thereof as to which the Debtor, the Committee, the Liquidating Supervisor or any other party in interest entitled to do so has filed an objection or request for estimation, which objection or request for estimation has not been determined by a Final Order in accordance with the Bankruptcy Rules and this Plan or specific orders of the Bankruptcy Court, or which claim or portion thereof, prior to the date an objection is brought or request for estimation is made, (i) exceeds the amount of the claim scheduled by the Debtor or is scheduled by the Debtor as contingent, disputed and/or unliquidated; or (ii) is subject to disallowance under Section 502(d), or to estimation under Section 502(c), of the Bankruptcy Code.

14. "*Debtor*" means ServiSense.com, Inc.

15. "*Distribution*" means any payment of cash or property called for under the Plan.

16. *"Distribution Fund"* means funds on deposit with the Liquidating Supervisor available for distribution to the holders of Allowed Claims in Class 3 after payment or provision for payment of Priority Claims in the order of priority provided for in the Plan.

17. *"Distribution Reserve"* means the amount of cash or property that would have been distributed on the Initial Distribution Date, or in subsequent Distributions, to (i) holders of Unresolved Claims if such Unresolved Claims had in fact been Allowed on such date in the amount asserted in a proof of claim filed with the Bankruptcy Court; (ii) holders of Administrative Claims for which an application for approval have been filed, but which have not yet been allowed or approved by the Court, in the full amount of such asserted Administrative Claim; and (iii) holders of Claims which have not been listed in the Debtor's schedules and for which no Proof of Claims were timely filed, but which are subject to a motion pending at the time of the Initial Distribution Date or any subsequent Distribution seeking allowance of such Claim in the full amount asserted in such motion if such Claim had in fact been Allowed in full on such date, plus such amounts as the Liquidating Supervisor, after consultation with the Post-Effective Date Committee, believes should be retained to satisfy the costs relating to the completion of the liquidation of the Assets including, without limitation, the resolution of all Unresolved Claims.

18. *"Effective Date"* means eleven (11) Business Days after the Confirmation Date; provided, however, that the Proponents may in their discretion declare such other date following the Confirmation Date as they determine to be the Effective Date with respect to any or all of the provisions of this Plan.

19. *"Estate"* means the bankruptcy estate of the Debtor created or constituted under the provisions of the Bankruptcy Code and applicable law.

20. *"Existing Stock"* means the common and preferred stock of the Debtor and all options, warrants and rights, contractual or otherwise, to acquire any such stock, outstanding immediately prior to the Effective Date.

21. *"Final Order"* means an order as to which the time to appeal, petition for certiorari or seek reargument or rehearing has expired and as to which no appeal or petition for rehearing or certiorari

is pending or, if an appeal or petition for rehearing or certiorari has been timely filed or taken, the order or judgment has been affirmed by the highest court to which the order was appealed or the petition for rehearing or certiorari has been denied and the time to take any further appeal or to seek any rehearing or certiorari has expired.

22. *"Initial Distribution Amount"* means an amount equal to at least fifty percent (50%) of unencumbered funds on hand as of the Initial Distribution Date that are available for distribution to the holders of Allowed Claims after: (i) payment or provision for payment of Allowed Administrative Claims, Priority Claims and Priority Tax Claims; and (ii) reservation of the Distribution Reserve.

23. *"Initial Distribution Date"* means ninety (90) days after the Effective Date or such later date as the Liquidating Supervisor shall determine.

24. *"Lien"* shall mean any lien, security interest, mortgage or similar encumbrance on property of the Debtor which secured payment of a debt or obligation, which lien, interest, mortgage or similar encumbrance is valid, perfected and enforceable against such property or the proceeds thereof and is non-avoidable.

25. *"Liquidating Supervisor"* means Craig R. Jalbert of the firm of Verdolino & Lowey, P.C., who shall supervise the process of liquidating the Debtor's assets and effecting Distributions in accordance with the provisions of the Plan and the Liquidating Supervisor Agreement.

26. *"Liquidating Supervisor's Expenses"* means the actual, necessary and reasonable costs and expenses of preserving and, if necessary, converting to cash any assets of the Estate held by the Liquidating Supervisor pursuant to the Plan, including, without limitation, the following:

- (a) compensation and expenses of the Liquidating Supervisor;
- (b) compensation and expenses of any counsel, accountants, or other professionals, or agents employed by the Liquidating Supervisor;
- (c) all taxes of any kind or nature incurred with respect to the assets held by the Liquidating Supervisor or income therefrom or upon sale thereof; and

- (d) the necessary and reasonable costs and expenses incurred by the Liquidating Supervisor after the Effective Date in the claims resolution process and in pursuing causes of action for the benefit of the Estate, including the reasonable fees and expenses of counsel to the Liquidating Supervisor in such matters.

27. "Plan" means this joint Plan of Reorganization, as it may be amended or modified in accordance with Section 1127 of the Bankruptcy Code.

28. "Post-Effective Date Committee" means the Committee in existence on the Effective Date.

29. "Priority Claims" means, in the following order of priority:

First: Administrative Claims to the extent allowed by the Court where such allowance is required;

Second: Allowed Claims which are entitled to priority under Sections 507(a)(3) or (4) of the Bankruptcy Code; and

Third: Allowed Claims entitled to priority under Section 507(a)(8) of the Bankruptcy Code ("Priority Tax Claims").

30. "Proceeds" means the funds realized by the Estate from the sale, lease, or other disposition of an Asset.

31. "Professional" means those persons retained pursuant to an order of the Bankruptcy Court in accordance with Sections 327 and 1103 of the Bankruptcy Code.

32. "Unclaimed Distribution" shall mean any distribution under the Plan that is unclaimed after the 120th day following the distribution date on which there was distributed or made available to the holder of an Allowed Claim the property that is the subject of the Unclaimed Distribution.

33. "Unresolved Claim" means any Contested Claim or any claim to the extent that it is not an Allowed Claim.

34. "Wage Claims" means all allowed priority and general unsecured wage claims against the Debtor's Estate to the extent required to resolve any actions now or hereafter brought by the Attorney

General of the Commonwealth of Massachusetts or any regulatory or law enforcement offices or agencies of any other state in which the Debtor maintained employees relating to payment of wages, commissions or other amounts required by statute or regulation to be paid to employees or former employees of the Debtor.

ARTICLE III: DESIGNATION OF CLASSES OF CLAIMS AND INTERESTS

The following is a designation of the classes of claims and interests under the Plan. Administrative Claims and Priority Tax Claims have not been classified and are excluded from the following classes in accordance with Section 1123(a)(1) of the Bankruptcy Code. A claim or interest is included in a particular class only to the extent that the claim or interest fits within the description of that class and, unless otherwise herein provided, is included in a different class to the extent that any remainder of the claim or interest fits within the description of such different class. A claim or interest is included in a particular class only to the extent that the claim is an Allowed Claim in that class and has not been paid prior to the Effective Date, and, in the case of an interest evidenced by Existing Stock, only to the extent that such stock is outstanding immediately prior to the Effective Date.

Unless otherwise specifically provided for in the Plan or Confirmation Order, or required by applicable bankruptcy law, interest shall not accrue on claims, and no holder of a claim shall be entitled to interest accruing on or after the Petition Date on any claim. Interest shall not accrue or be paid on any Unresolved Claim in respect of the period from the Petition Date to the date such Unresolved Claim becomes an Allowed Claim or from the date the Unresolved Claim is allowed until the date distributions are made in respect of such Allowed Claim.

A. Secured Claims.

Class 1. Class 1 consists of all claims which have not already been satisfied, if any, against the Debtor which are secured.

B. Priority Unsecured Claims.

Class 2. Class 2 consists of all claims which have not already been satisfied, if any, against the Debtor which are specified as having priority in Sections 507(a)(3) or 507(a)(4) of the Bankruptcy Code.

C. Unsecured Claims Without Priority.

Class 3. Class 3 consists of all non-priority unsecured claims against the Debtor, including without limitation claims arising from the rejection or termination of executory contracts or leases of real and personal property. Class 3 shall *NOT* include those unsecured claims in Class 4.

D. Interests And Claims Relating To Existing Common Stock.

Class 4. Class 4 consists of interests in Existing Stock, and all rights and claims of the holders of Existing Stock in respect thereof.

ARTICLE IV. TREATMENT OF UNCLASSIFIED CLAIMS

A. Administrative Claims.

All allowed Administrative Claims shall be paid by the Debtor or the Liquidating Supervisor, as the case may be, on or as soon as practicable after the Effective Date or the date on which an order of the Bankruptcy Court allowing such Administrative Claim becomes a Final Order, whichever is later.

B. Priority Tax Claims.

Each holder of an Allowed Claim which is a Priority Tax Claim shall be paid cash equal to the full amount of such Allowed Claim on or as soon as practicable after the Effective Date or the date an order of the Bankruptcy Court allowing such claim becomes a Final Order, whichever is later.

**ARTICLE V: TREATMENT OF CLASSIFIED
CLAIMS AND INTERESTS**

Class 1: Secured Claims

All claims against the Debtor's estate which are allowed as secured claims by an order of the Bankruptcy Court pursuant to Section 506 of the Bankruptcy Code shall be paid in full from funds held by the Debtor's counsel or the Liquidating Supervisor as soon as practicable following the later to occur

of the Effective Date or the date on which the Bankruptcy Court enters an order allowing such claims. Because Allowed Claims in Class 1 are not impaired within the meaning of Section 1124 of the Bankruptcy Code, solicitation of acceptance of this Plan from the holders of Class 1 Claims is not required under Section 1126(f) of the Bankruptcy Code.

Class 2: Priority Unsecured Claims

The holder of any Allowed Claims in Class 2 shall be paid the allowed amount of such claim in cash on the later of the Effective Date or within ten (10) days of the date on which such claim becomes an Allowed Claim. Allowed Class 2 Claims are not impaired under the Plan within the meaning of Section 1124 of the Bankruptcy Code, and solicitation of acceptance of this Plan from the holders of Class 2 Claims is not required under Section 1126(f) of the Bankruptcy Code. Remaining unpaid employee claims within the purview of Sections 507(a)(3) and 507(a)(4) of the Bankruptcy Code and in excess of the applicable priority cap, to the extent they constitute Allowed Claims and have not been waived or released, shall be treated as Class 3 unsecured claims without priority.

Class 3: Unsecured Claims Without Priority

Class 3 consists of all non-priority unsecured claims against the Estate, including without limitation claims arising from the rejection or termination of executory contracts or leases of real or personal property. Class 3 does not include the unsecured claims, if any, of equity security holders, which fall within Class 4.

Each holder of an Allowed Claim in Class 3 shall be paid, in full satisfaction of its Claim, the holder's *pro rata* share of the Distribution Fund, all in the proportion that the amount of its Allowed Claim bears to the total amount of all Allowed Claims in Class 3.

The initial Distributions shall be made by the Liquidating Supervisor within ninety (90) days after the Effective Date, or at such later time as the Liquidating Supervisor may determine. Any further Distributions will be made from time to time thereafter as monies are available, in accordance with Article VI hereof. Class 3 claims are impaired under the Plan and the holders of such claims are entitled to vote as a class to accept or reject the Plan.

Class 4: Interests and Claims Relating to Existing Stock

Class 4 consists of interests in Existing Stock, and all rights and claims of the holders of Existing Stock in respect thereof. The holders of Class 4 interests and Allowed Claims in Class 4 shall receive *NOTHING* under the Plan in respect of such interests and claims. Holders of Class 4 interests and claims are impaired under the Plan and deemed to have rejected it under applicable law, without the need or opportunity to vote.

ARTICLE VI: MEANS OF IMPLEMENTING THE PLAN

6.1 *Implementation on the Effective Date.* The Plan shall be implemented on the Effective Date.

6.2 *Execution of the Liquidating Supervisor Agreement.* **On the Effective Date,** the Liquidating Supervisor and the Debtor will execute the Liquidating Supervisor Agreement.

6.3 *Vesting Of Assets Of Estate; Abandonment of Assets; Powers of Liquidating Supervisor.* Upon the Effective Date, the Assets, wherever situated, shall vest in the Debtor free and clear of all liens, claims and encumbrances, other than those liens, claims and encumbrances specifically preserved in this Plan, if any. The Liquidating Supervisor shall be subject to the oversight of, but not the direction of, the Post-Effective Date Committee and shall have the powers, duties, and obligations set forth herein and in the Liquidating Supervisor Agreement. The Liquidating Supervisor shall liquidate the Assets and distribute the proceeds of such liquidation to the holders of Allowed Claims in accordance with the provisions of the Plan and the Liquidating Supervisor Agreement. The Liquidating Supervisor, under the oversight of, but not the direction of, the Post-Effective Date Committee and pursuant to the terms of the Liquidating Supervisor Agreement, is authorized to investigate, prosecute and, if necessary, litigate, any Cause of Action on behalf of the Debtor and shall have standing as an Estate Representative to pursue any Causes of Action and Claims objections, whether initially filed by the Debtor or the Liquidating Supervisor and may assert any defenses that may otherwise have been asserted by a trustee under the Bankruptcy Code. The Liquidating Supervisor shall also be vested with all rights, powers and benefits

afforded to a trustee including, but not limited to, the right to waive the attorney-client privilege or any other privileges on behalf of the Debtor.

Except as provided herein, no Asset shall be deemed abandoned and no Cause of Action shall be deemed released or compromised by or as a result of this Plan, its confirmation, its consummation or its treatment of any Claim or creditor. Further, no defense, setoff, counterclaim or right of recoupment shall be deemed waived or compromised.

6.4 *Duties and Responsibilities of Liquidating Supervisor.* In addition to the various obligations and duties of the Liquidating Supervisor described elsewhere in this Plan, the Liquidating Supervisor shall have the following specific duties and powers:

- (i) preparation and filing of corporate tax returns including the right to request a determination of tax liability as set forth in Section 505 of the Bankruptcy Code;
- (ii) preservation or liquidation of Assets or the distribution of Proceeds of Assets;
- (iii) payment of post-confirmation fees due to the Office of the U.S. Trustee;
- (iv) filing of status reports with the Bankruptcy Court or other parties in interest;
- (v) filing a motion for Final Decree;
- (vi) approving or disapproving any corporate action, including any action that would otherwise require shareholder action under applicable state law;
- (vii) responding to inquiries of creditors;
- (viii) providing quarterly financial reports to the Post-Effective Date Committee; and
- (ix) any duty of care, loyalty or other duty imposed under the Plan.

6.5 *Liability.* The Liquidating Supervisor shall not be liable or answerable for anything in connection with this Plan except for willful misconduct or gross negligence. The Liquidating Supervisor shall be entitled to rely upon any opinion of counsel and other professionals employed, and shall not be liable for any action taken or omitted in good faith on such reliance. In order to secure the faithful performance of his duties under the Plan and the Liquidating Supervisor Agreement, the Liquidating Supervisor shall obtain and file with the Bankruptcy Court a surety bond, naming the United States as the

obligee thereunder, in an amount equal to one hundred fifty percent (150%) percent of the value of the Estate. The surety on such bond shall be among those listed as acceptable sureties on federal bonds in Circular 570 of the United States Department of the Treasury. The Liquidating Supervisor may, upon his receipt of the written consent of the Office of the United States Trustee, reduce the amount of the bond from time to time as he deems necessary or proper.

6.6 *Agents.* The Liquidating Supervisor may, with the approval of the Bankruptcy Court, hire such attorneys, accountants and other professionals as may be required to represent the Liquidating Supervisor. Subject to the approval of the Bankruptcy Court, and in accordance with the procedures set forth in the Liquidating Supervisor Agreement, the reasonable fees and expenses of the professionals retained by the Liquidating Supervisor will be paid by the Debtor's Estate. Persons who served as Professionals to the Committee or to the Debtor prior to the Effective Date may serve the Liquidating Supervisor or the Post-Effective Date Committee.

6.7 *Compensation.* Subject to the approval of the Bankruptcy Court, and in accordance with the procedures set forth in the Liquidating Supervisor Agreement, the Liquidating Supervisor shall receive reasonable compensation for his services. Subject to the approval of the Bankruptcy Court, the Liquidating Supervisor shall also be reimbursed for any expenses reasonably incurred in the performance of his duties

6.8 *Authority of Liquidating Supervisor.* The Liquidating Supervisor shall act subject to the oversight of, but not the direction of, the Post-Effective Date Committee. The Liquidating Supervisor may liquidate Assets or resolve Contested Claims under the following conditions:

- a. *Authority to Liquidate.* The Liquidating Supervisor shall not have the authority to liquidate, abandon or otherwise dispose of any single Asset or group of Assets with a Book Value of \$5,000.00 or more without the approval of the Post-Effective Date Committee. For the purposes of this Section, the amount of any Claim against the Debtor or the Liquidating Supervisor which is to be compromised, forgiven or otherwise resolved in the context of the disposition of any single Asset or group of Assets shall be included in determining the authority of the Liquidating Supervisor to consummate any proposed transaction.

- b. *Procedure for Approval.* In the event the Liquidating Supervisor seeks to liquidate, abandon or otherwise dispose of an Asset with a Book Value of \$5,000.00 or more, the Liquidating Supervisor shall provide the Post-Effective Date Committee with notice of the proposed disposition. Absent an objection by the Post-Effective Date Committee within ten (10) days of such notice, the Liquidating Supervisor may consummate the action which is the subject of the notice.
- c. *Authority to Compromise Claims.* The Liquidating Supervisor shall not have the authority to compromise, abandon or otherwise resolve an objection to any single Claim or group of Claims with a value of \$20,000.00 or more without the approval of the Bankruptcy Court and in accordance with the procedures set forth in the Liquidating Supervisor Agreement. The procedure for approval shall apply to the compromise, abandonment or other disposition of an objection to a Claim or group of Claims. Claims against members of the Post-Effective Date Committee may be settled or compromised only with the approval of the Bankruptcy Court.

6.9 *Post-Effective Date Committee.*

- a. On the Effective Date, the Committee will become the Post-Effective Date Committee.
- b. The Post-Effective Date Committee shall consist of the members of the Committee as of the Effective Date; provided, however, that in no event shall the Post-Effective Date Committee consist of less than three (3) members.
- c. The Post-Effective Date Committee shall oversee, but not control, the liquidation of the Debtor's Estate and the prosecution of claims pursuant to this Plan and the terms of the Liquidating Supervisor Agreement (other than claims against members of the Post-Effective Date Committee), and shall oversee, but not control, the activities of the Liquidating Supervisor.
- d. Members of the Post-Effective Date Committee may hire such attorneys, accountants and other professionals as may be required to represent them in connection with the performance of their duties. Subject to the approval of the Bankruptcy Court, and in accordance with the procedures set forth in the Liquidating Supervisor Agreement, the reasonable fees and expenses of the professionals retained by members of the Post-Effective Date Committee will be paid from the Debtor's Estate.
- e. Subject to the approval of the Bankruptcy Court, and in accordance with the procedures set forth in the Liquidating Supervisor Agreement, members of the Committee and Post-Effective Date Committee shall be reimbursed by the Estate for their reasonable and necessary out-of-pocket expenses incurred in performing their duties as such. Such reimbursement shall be effected pursuant to such procedures as the Post-Effective Date Committee shall establish for presentation and review of invoices and supporting documentation, but approval of the Bankruptcy Court shall be required before payment to members of the Committee, but shall not be required for such payment to the Post-Effective Date Committee unless specifically provided for by such procedures.

- f. In the event of the resignation of a member of the Post-Effective Date Committee, the remaining members may, but need not, designate a successor from among the holders of Class 3 Claims. Unless and until such vacancy is filled, the Post-Effective Date Committee shall function with such reduced membership.
- g. In the event a Creditor whose representative serves on the Post-Effective Date Committee should assign its general unsecured Claims or release the Debtor from further distribution on such Claims, such assignment or release shall constitute the resignation of such Creditor from the Post-Effective Date Committee.
- h. Neither the Post-Effective Date Committee, nor any of its members, nor any of its employees, professionals or agents, shall in any way be liable for any acts or for the acts of the Liquidating Supervisor or any of its members, except for acts undertaken in bad faith, gross negligence or willful misconduct in the performance of their duties as members of the Post-Effective Date Committee. The Estate shall indemnify and hold harmless the Post-Effective Date Committee, its members, and its professionals from and against any and all liabilities, expenses, claims, damages or losses incurred by them as a direct result of acts or omissions taken by them in good faith in their capacities as members of or agents for the Post-Effective Date Committee or in overseeing the acts of the Liquidating Supervisor.
- i. The Post-Effective Date Committee shall be dissolved when the Bankruptcy Court enters the Final Decree.

6.10 *Management of the Assets.* Under the oversight of, but not the direction of, the Post-Effective Committee, the Liquidating Supervisor shall be empowered, subject to the Plan and the Liquidating Supervisor Agreement, to take all steps necessary to liquidate all of the Assets and distribute the proceeds in accordance with the Plan and the Liquidating Supervisor Agreement. Except as otherwise expressly provided in the Plan, the Liquidating Supervisor, under the oversight of, but not the direction of, the Post-Effective Date Committee, shall be empowered to sell, lease or otherwise liquidate and reduce to money, or abandon, the Assets on such terms and for such consideration as he deems reasonable and in the best interest of holders of Claims, without further application to or order of the Court under any provision of the Bankruptcy Code (including, without limitation, Section 363 thereof) or otherwise, and the injunction imposed pursuant to the terms of the Plan is hereby modified and relieved to this extent.

6.11 *Distribution Reserve.* The Liquidating Supervisor shall establish the Distribution Reserve from the property to be distributed under the Plan. No Distribution Reserve shall be established

for claims that are scheduled as unliquidated, disputed or contingent on the schedules filed by the Debtor unless proof of claims for said claims have been filed with the Bankruptcy Court within the deadline established by the Bankruptcy Court. The Liquidating Supervisor shall also place in the Distribution Reserve any additional payments or other Distributions made on account of, as well as any obligations arising from, the property withheld as the Distribution Reserve under this section, to the extent that such property continues to be withheld as the Distribution Reserve at the time such Distributions are made or such obligations arise. Pending completion of the Claims review process any additional payments or other Distributions corresponding to Claims which have been disallowed shall remain in the possession of the Liquidating Supervisor pending the final Distribution under this Plan.

6.12 *Payments by Liquidating Supervisor.* On or before the Initial Distribution Date, the Liquidating Supervisor shall pay in full all Allowed Administrative and Priority Claims, unless an agreement otherwise has been executed by the parties. On or before the Initial Distribution Date, the Liquidating Supervisor shall pay the Initial Distribution Amount to holders of Allowed Class 3 Claims. The Liquidating Supervisor shall also pay subsequent Distributions to holders of Allowed Class 3 Claims, and such subsequent Distributions shall be in an amount deemed appropriate by the Liquidating Supervisor after establishment of the Distribution Reserve and after consultation with the Post-Effective Date Committee. To the extent that a Contested Claim becomes an Allowed Claim after the Initial Distribution Date, the Liquidating Supervisor shall, within ten (10) Business Days thereafter, distribute to the holder of the newly Allowed Claim, from the Distribution Reserve, the amount of cash that such holder would have received to date had its claim been an Allowed Claim on the Initial Distribution Date or subsequent distribution dates on which payments were made on Class 3 Allowed Claims.

- a. *Delivery of Distributions.* Distributions and deliveries to holders of Allowed Claims will be made at the addresses reflected in the proofs of claim filed by the holders of Allowed Claims or, if no proof of claim was filed, at the addresses set forth in the Debtor's Schedules; or at the addresses set forth in any written notices of address changes delivered to the Liquidating Supervisor after the date of any related proof of claim. If any Distribution is returned as undeliverable, no further distributions to the holder will be made unless and until the Liquidating Supervisor is notified of the holder's then current address, at which time all missed distribution will be made to the holder without interest. All claims for

undeliverable Distributions must be made to the Liquidating Supervisor on or before the six (6) month anniversary of the Effective Date. After that date, all unclaimed property will be distributed pursuant to the terms of the Plan and the Claim of any holder with respect to such property will be discharged and forever barred.

- b. *Means of Cash Payment.* Cash payments made pursuant to the Plan will be in United States funds, by the means agreed to by the Liquidating Supervisor and the respective holders of Allowed Claims, including by check or wire transfer or, in the absence of an agreement, such commercially reasonable manner as the Liquidating Supervisor shall reasonably determine.
- c. *Time Bar to Cash Payments.* Checks issued by the Liquidating Supervisor in respect of Allowed Claims will be null and void if not cashed within one hundred twenty (120) days of the date of their issuance. Requests for reissuance of any check shall be made to the Liquidating Supervisor by the holder of the Allowed Claim with respect to which the check originally was issued. Any claim in respect of such a voided check must be made on or before six (6) months after the date of issuance of the check. After that date, all claims in respect of void checks will be discharged and forever barred and the cash, including interest earned thereon, if any, shall be distributed in accordance with the terms of the Plan.
- d. *De Minimis Distributions.* No cash payment of less than ten dollars (\$10.00) will be made by the Liquidating Supervisor to any creditor unless a request is made in writing to the Liquidating Supervisor to make such a payment.
- e. *Saturday, Sunday or Legal Holiday.* If any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but will be deemed to have been completed as of the required date.
- f. *Setoffs.* The Liquidating Supervisor may, but shall not be required to, set off against any Claim and the payments to be made pursuant to the Plan in respect of such Claim, any claims of any nature whatsoever which the estate or the Liquidating Supervisor may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder will constitute a waiver or release of any such claim the estate and/or the Liquidating Supervisor may have against such claimant.

6.13 *Post-Confirmation Quarterly Fees.* The Liquidating Supervisor will be responsible for timely payment of United States Trustee fees incurred pursuant to 28 U.S.C. § 1930(a)(6).

6.14 *Effect on Third Parties.* There shall be no obligation on the part of any purchaser from the Liquidating Supervisor, or on the part of any other persons dealing with the Liquidating Supervisor, to see to the application of purchase money or other consideration passing to the Liquidating Supervisor or

any agent thereof, or to inquire into the validity or propriety of any transaction by the Liquidating Supervisor or any agent thereof. As of the Effective Date, and pursuant to the terms of the Liquidating Supervisor Agreement, the Liquidating Supervisor shall have sole signatory power and authority to act on behalf of the Estate and the Debtor without further action or authority by or from officers, directors or shareholders of the Debtor, as may otherwise have been required under applicable state law, and all third parties may rely upon such signature without further certification.

6.15 *Permanent Injunction.* From and after the Confirmation Date, and as provided for by the Confirmation Order, there shall be in place with regard to the Assets and any Claims, an injunction to the same extent and with the same effect as the stay imposed by Section 362 of the Bankruptcy Code, and such injunction will remain in effect until the Case is closed pursuant to Section 350 of the Bankruptcy Code, except as otherwise expressly provided in the Plan. Except as provided in the Plan or as expressly approved by the Liquidating Supervisor, all holders of Claims or Interests shall be precluded and enjoined from asserting against the Committee, the Debtor or the Liquidating Supervisor, their successors or their respective Assets, any other or further Claim based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date, whether or not the holder filed a proof of claim; provided, however, that nothing herein shall prohibit action against the Debtor and only the Debtor and its Assets after dissolution of the injunction.

6.16 *No Discharge.* Pursuant to Section 1141(d)(3) of the Bankruptcy Code, Confirmation will not discharge the Debtor. No non-debtor is released or discharged from any Cause of Action.

6.17 *Dissolution of the Debtor.* From and after the Effective Date, the Debtor shall remain in existence for the sole purpose of permitting the Liquidating Supervisor, under the direction of the Post-Effective Date Committee, to wind up the Debtor's business, including liquidating the Assets and distributing the Proceeds from the liquidation of the Assets to the holders of Allowed Claims in accordance with the provisions of the Plan. Upon the completion of such liquidation and the entry of the Final Decree, the Liquidating Supervisor shall file a certificate of dissolution with the State of Delaware and the Debtor shall cease to exist.

6.18 *Tax Returns.* The Liquidating Supervisor shall prepare or cause to be prepared, and shall file on behalf of the Debtor and the Estate, all state and federal tax returns required to be filed by each of them under applicable law for the post-confirmation period, and shall pay from the Assets and in accordance with the terms of this Plan all taxes due in connection with such returns. Certain of such taxes may be classified as Administrative Claims or Priority Tax Claims as called for under applicable law. The Liquidating Supervisor shall have all of the rights and benefits of a trustee under Section 505 of the Bankruptcy Code for all periods until a Final Decree is entered closing the case.

6.19 *Final Decree.* Notwithstanding the provisions of Rule 3022-1(b) of the Massachusetts Local Bankruptcy Rules ("MLBR"), it shall be the duty of the Liquidating Supervisor to prepare and file a motion requesting that the Bankruptcy Court enter a Final Decree in this case. In all other respects, the motion for entry of a Final Decree must comply with the provisions of Rule 3022 of the Federal Rules of Bankruptcy Procedure and MLBR 3022-1.

6.20 *Taxes.* The making or delivery of an instrument of transfer under the Plan may not be taxed under any law imposing a stamp or similar tax.

6.21 *Corporate Charter.* The corporate charter of the Debtor shall be amended upon the Effective Date to prohibit the issuance of nonvoting equity securities, as provided by Section 1123(a)(6) of the Bankruptcy Code.

6.22 *Distribution Sources.* Unless otherwise specifically noted, distributions to holders of Allowed Secured Claims shall be made solely from the proceeds of the Debtor's property in which such Secured Claimant holds an interest, and distributions to holders of Allowed Administrative Claims, Priority Claims, Priority Tax Claims, and Class 3 Claims shall be made from unencumbered funds.

6.23 *Further Documentation.* Unless otherwise specified or agreed by all relevant parties and with the exception of the Liquidating Supervisor Agreement, no further documentation implementing the Plan shall be executed.

ARTICLE VII: RESOLUTION OF CLAIMS

Following the Effective Date, the Liquidating Supervisor shall be responsible for the resolution of Unresolved Claims and shall have standing to object to the allowance of any claim and to assert and prosecute any counterclaim relative thereto (without prejudice to any right of any other party in interest to do so under applicable law). All such objections and counterclaims shall be filed within one hundred twenty (120) days after the Effective Date or within such further time as may be fixed by the Bankruptcy Court on motion of the Liquidating Supervisor filed within such one hundred twenty (120) day period.

ARTICLE VIII: EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Any and all of the Debtor's leases and executory contracts which existed as of the commencement of the Chapter 11 Case and which have not been previously assumed, assigned or rejected shall be deemed rejected as of the Effective Date. Any person or entity injured by such rejection shall be entitled to file a proof of claim within thirty (30) days after the Effective Date for damages resulting from such rejection. Any Allowed Claim for rejection damages shall be a Class 3 Claim. Any Claims not filed within such thirty (30) day period shall be forever barred and shall not be entitled to any distribution under the Plan.

ARTICLE IX: ACCEPTANCE OR REJECTION OF THE PLAN

Each impaired class of claims shall be entitled to vote. Holders of claims in Class 1 and Class 2 are not impaired under the Plan and therefore are deemed under applicable law to have voted in favor of it. Holders of Class 4 interests and claims are deemed under applicable law to have rejected the Plan and therefore are not entitled to vote.

The amount of a Claim that will be used to determine votes for or against the Plan will be either:

- (a) the Claim amount listed in the Debtor's schedule of liabilities (the "Schedules") on file with the Bankruptcy Court, unless such Claim is listed in the Schedules as contingent, unliquidated or disputed; or
- (b) the liquidated amount specified in a proof of claim timely filed with the Bankruptcy Court that is not the subject of an objection. If the holder of a Claim submits a ballot, but such holder has not timely filed

a proof of claim and such holder's Claim is listed on the Schedules as contingent, unliquidated or disputed or such holder's Claim is the subject of an objection or request for estimation, the ballot will not be counted in accordance with Bankruptcy Rule 3018, unless the Bankruptcy Court temporarily allows the Claim for the purpose of accepting or rejecting the Plan in accordance with Bankruptcy Rule 3018.

ARTICLE X: RETENTION OF JURISDICTION

Following the Effective Date, the Bankruptcy Court shall, except as otherwise provided by applicable law or the Confirmation Order, retain jurisdiction of the Chapter 11 Case pursuant to the provisions of Chapter 11 of the Bankruptcy Code, until the entry of a final decree closing the Chapter 11 Case, with respect to the following matters:

A. To enable the Liquidating Supervisor, or any other party in interest entitled to do so under applicable law, to commence any and all proceedings they may bring, whether before or after the Effective Date, to set aside (or preserve for the benefit of the Estate) security interests, liens or encumbrances, or to avoid or recover any preferences, fraudulent conveyances or obligations, or other obligations or transfers voidable or subject to avoidance under applicable provisions of the Bankruptcy Code or other federal or state law;

B. To hear and determine: (i) any and all applications for allowance of compensation for periods on or before the Effective Date; and (ii) any and all applications for allowance of post-Effective Date professional fees and expenses or Liquidating Supervisor's Expenses;

C. To hear and determine all controversies concerning the classification or allowance of any claim or interest, including without limitation controversies concerning the determination or calculation of the amount of cash required to be distributed under the Plan to any holder of an Administrative Claim or other Priority Claim or to any other creditor or creditors or any class of creditors;

D. To enforce the payment of any amounts payable under the Plan by the Liquidating Supervisor;

E. To hear and determine all claims or controversies arising from the assumption or the rejection of any executory contracts or unexpired leases and to consummate the assumption or the rejection thereof;

F. To liquidate or estimate damages in connection with any disputed, contingent or unliquidated claim;

G. To recover all assets of the Debtor, wherever and however located;

H. To hear and determine any dispute arising under or in connection with the Plan relating to the Liquidating Supervisor, including any matter which, pursuant to the terms of the Plan, is to be determined by the Bankruptcy Court; and

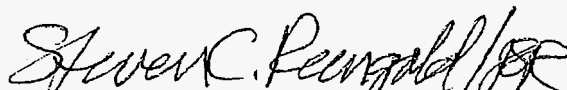
I. To enter such orders as are necessary or appropriate to enforce and carry out the provisions of the Plan.

SERVISENSE.COM, INC.



David A. Dane, Estate Representative
c/o Verdolino & Lowey, P.C.
124 Washington Street
Foxboro, Massachusetts 02035
(508) 543-1720

OFFICIAL COMMITTEE OF
UNSECURED CREDITORS



Bruce F. Smith (BBO No. 467900)
Steven C. Reingold (BBO No. 638649)
Michael J. Fencer (BBO No. 648288)
JAGER SMITH P.C.
One Financial Center
Boston, Massachusetts 02111
(617) 951-0500

Dated: March 13, 2002

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT A

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**SERVISENSE.COM, INC. LIQUIDATING
SUPERVISOR AGREEMENT**

This ServiSense.com, Inc. Liquidating Supervisor Agreement ("Agreement") is entered into as of the ____ day of _____, 2002, by and between the Official Committee of Unsecured Creditors of ServiSense.com, Inc. (the "Committee") and Craig R. Jalbert of Verdolino & Lowey, P.C. (the "Liquidating Supervisor") (collectively, the "Parties").

WITNESSETH:

WHEREAS, on _____, 2002, the Joint Liquidating Plan of Reorganization (the "Plan") proposed under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") by ServiSense.com, Inc. (the "Debtor") and the Committee, as filed in the United States Bankruptcy Court for the District of Massachusetts, Eastern Division (the "Bankruptcy Court"), Case No. 01-16539-WCH, was confirmed by the Bankruptcy Court pursuant to Section 1129 of the Bankruptcy Code; and

WHEREAS, together with the certain other provisions, the Plan provides for the Committee, on behalf of the Debtor and its Estate, and the Liquidating Supervisor to enter into this Agreement relative to the administration of the Assets subsequent to confirmation of the Plan; and

WHEREAS, the Liquidating Supervisor is willing to accept the duties of Liquidating Supervisor upon such terms and conditions as are hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, pursuant to the Plan, the Parties do hereby covenant and agree as follows:

ARTICLE I

Definitions; Interpretive Rules.

1.1 *Terms.* For purposes of this Agreement, all capitalized terms shall have the meanings ascribed to them herein, and the following terms shall have the following meanings:

(a) *Permitted Investments.* Any of the following: (i) marketable direct obligations issued or unconditionally guaranteed by the United States of America or any agency thereof maturing or redeemable within 180 days from the date of acquisition thereof; (ii) certificates of deposit, maturing no more than 180 days from the date of creation thereof, issued by commercial banks incorporated under the laws of the United States of America or any state thereof or the District of Columbia having membership in the Federal Deposit Insurance Corporation and in amounts not exceeding the maximum amounts insured thereunder; (iii) time deposits, maturing no more than 30 days from the date of creation thereof with commercial banks or savings banks each having membership in the Federal Deposit Insurance Corporation and in amounts not exceeding the maximum amounts insured thereunder; (iv) money market funds managed by nationally recognized firms and making only investments qualified under (i), (ii), (iii) or (v) herein; (v) variable rate demand notes with a rating from Standard & Poor's of "A-1" or better or from Moody's of "P-1" or better; (vi) demand deposits at any bank or savings institution organized under the laws of the United States of America or any state thereof or the District of Columbia having membership in the Federal Deposit Insurance Corporation, provided, however,

such demand deposits shall be in amounts not to exceed the maximum amounts insured by the Federal Deposit Insurance Corporation.

(b) *Capitalized Terms in Plan.* Any capitalized term not defined herein shall have the meaning assigned to it in the Plan.

1.2 *Interpretive Rules.* For purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (i) references to "Articles," "Sections" and other subdivisions, without reference to a document, are to designated Articles, Sections and other subdivisions of this Agreement; (ii) the use of the term "including" means "including but not limited to"; and (iii) the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular provision. The enumeration and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting the same. The singular shall include the plural, and the plural the singular, wherever the context so requires, and the masculine, the feminine and the neuter genders shall be mutually inclusive.

ARTICLE II

Purpose; Administration.

2.1 *Purpose of Agreement.* The Parties hereby enter into the Agreement for the purposes of (a) liquidating the Assets in the manner prescribed by the Plan and this Agreement as rapidly as market conditions allow, consistent with the objective of maximizing value; (b) distributing the net proceeds therefrom in accordance with the terms of the Plan; and (c) engaging in any and all other activities which shall be incidental thereto. All activities of the Liquidating Supervisor shall be reasonably necessary to, and consistent with the accomplishment of, these purposes.

2.2 *Administration of the Assets.* From and after the Effective Date, the Liquidating Supervisor shall manage, administer, invest and reinvest all of the Assets, collect the income therefrom, and distribute the proceeds, all pursuant to the terms and conditions of the Plan and this Agreement and subject to the oversight, but not at the direction of, the Post-Effective Date Committee.

ARTICLE III

Estate of the Debtor; Board of Directors.

3.1 *Limited Existence.* Pursuant to the terms of the Plan and this Agreement, from and after the Effective Date, the Debtor shall remain in existence for the sole purpose of permitting the Liquidating Supervisor, under the oversight, but not the direction of, the Post-Effective Date Committee, to wind up the Debtor's business, including liquidating the Assets and distributing the Proceeds from the liquidation of the Assets to the holders of Allowed Claims in accordance with the provisions of the Plan. Upon the completion of such liquidation and the entry of the Final Decree, the Liquidating Supervisor, on behalf of the Debtor, shall file a certificate of dissolution with the Secretary of State of the State of Delaware and the Debtor shall cease to exist.

3.2 *Board of Directors; Officers.* As of the Effective Date, all members of the Board of Directors and officers of the Debtor shall be deemed to have resigned their positions and shall have no continuing rights or powers as such, nor shall they have any continuing duties or obligations as members of the Board of Directors or officers of the Debtor, the Estate or the creditors of the Debtor; provided

however, that nothing herein and no provision of the Plan shall constitute a release of claims or potential claims against any member of the Board of Directors or officer of the Debtor.

3.3 *Post-Effective Date Management.* As provided for in the Plan and herein, the Liquidating Supervisor, subject to the oversight but not at the direction of the Post-Effective Date Committee, shall have the exclusive right and duty to manage the Estate and fulfill the duties of the former Board of Directors and officers, subject, however, to certain limitations of liability as set forth herein.

ARTICLE IV

Duties, Rights and Powers of Liquidating Supervisor.

4.1 *Liquidating Supervisor's Duties.* The Liquidating Supervisor shall, subject to the oversight, but not the direction of, the Post-Effective Date Committee, manage the Estate and the Assets, collect the income and make Distributions, including final Distributions, as provided under the Plan and shall thereupon take such steps as provided herein and as otherwise necessary and proper to close the Case and dissolve the Debtor in accordance with applicable law.

4.2 *Liquidating Supervisor's Rights and Powers.* The Liquidating Supervisor shall have the powers and authority as set forth herein and in the Plan necessary to manage the Estate and effect the disposition, orderly liquidation and distribution of all Assets. The Liquidating Supervisor is not authorized in his capacity as such to engage in any trade or business. The rights and powers shall include, subject to the limitations set forth in the Plan and this Agreement, the right and power to:

(a) Sell at public or private sale, or exchange, transfer, or convey, on such terms and conditions, and at such time or times as the Liquidating Supervisor shall determine, any or all of the Assets (whether tangible or intangible); to that end, grant options, make contracts, retain brokers, and sign, seal, acknowledge, and deliver any and all proper deeds, or other instruments of conveyance or transfer thereof; and delegate to an attorney in fact the power to execute all documents necessary to accomplish a sale, lease, transfer, or exchange of any such property;

(b) Obtain and maintain such space, facilities, equipment, supplies and personnel as shall be reasonably necessary for the performance of the Liquidating Supervisor's duties hereunder and under the Plan;

(c) Subject to the limitations contained in the Plan and herein, pay, compromise, settle, adjust, agree to, investigate, pursue, or contest any and all claims, including claims described in the Plan and herein, other matters, or taxes; notwithstanding the foregoing, however, the Liquidating Supervisor shall not have the authority to compromise, abandon or otherwise resolve an objection to any single claim or group of claims with a value of \$20,000.00 or more without the approval of the Bankruptcy Court;

(d) Pay all expenses and obligations of the Estate out of the Assets;

(e) Subject to the requirements of the Plan and herein, determine whether to investigate, pursue, object to, or defend a Cause of Action in connection with the liquidation of Assets;

(f) Investigate, prosecute and, if necessary, litigate, any Cause of Action, including, but not limited to, avoidance or recovery actions under Sections 544, 545, 547, 548, 549, 550,

551 and 553 of the Bankruptcy Code, or any other causes of action, rights to payments, or claims, that may belong to the Debtor or to the Estate, which causes of action, rights to payment, and claims as of the Effective Date shall vest in the Debtor or in the Liquidating Supervisor, at the election of the Liquidating Supervisor after consultation with the Post-Effective Date Committee, for the benefit of the Estate pursuant to the terms of the Plan; provided, however, that the Liquidating Supervisor shall not consult with the Post-Effective Date Committee with respect to claims against any members of the Post-Effective Date Committee and shall have the sole authority to investigate, prosecute and, with Bankruptcy Court approval, settle such claims.

(g) Consult with counsel or special counsel retained by the Liquidating Supervisor with the approval of the Post-Effective Date Committee, and employ other individuals in connection with the administration of the liquidation, and pay all reasonable and necessary costs of any litigation directly or indirectly involving the liquidation;

(h) File a suit in interpleader or in the nature of interpleader in the Bankruptcy Court and obtain an order requiring all persons and parties involved to litigate in such court their respective claims arising out of or in connection with this Agreement;

(i) File any other appropriate action for relief in an appropriate court of competent jurisdiction; and

(j) Employ individuals to assist in the orderly liquidation of Assets.

4.3 *Limitations on Liquidating Supervisor's Liabilities as to Losses.* The Liquidating Supervisor shall not be responsible, and shall have no liability whatsoever, to any person for any loss to the Debtor or the amount of interest thereon resulting from the investment thereof in any Permitted Investments. The Liquidating Supervisor shall not invest or reinvest any Assets in a security or instrument that does not constitute a Permitted Investment. The Liquidating Supervisor shall not have any liability to any retirement, employee benefit or pension plan of the Debtor in excess of the amounts available to be distributed from such Plans.

4.4 *Selection of Agents.* Subject to the approval of the Bankruptcy Court, the Liquidating Supervisor may select, determine compensation for and employ brokers, consultants, custodians, investment advisors, asset services, auditors, accountants, and other agents as may be approved by the Post-Effective Date Committee. The Liquidating Supervisor shall avail himself of the services of counsel or special counsel subject to the oversight of, but not the direction of, the Post-Effective Date Committee. Subject to the Plan and the approval of the Bankruptcy Court and the oversight, but not the consent of the Post-Effective Date Committee, the Liquidating Supervisor may pay the salaries, fees, and expenses of such agents or consultants out of the Assets in accordance with the provisions of Section 4.14. The Liquidating Supervisor shall not be liable for any loss to the Estate or any person interested therein by reason of any mistake or default of any such agent or consultant unless such mistake or default breaches the standard of care set forth in Section 4.7(a).

4.5 *Signature.* As of the Effective Date of the Plan, the Liquidating Supervisor shall have the sole signature power and authority to (a) open and close accounts with any banking, financial or investment institution; (b) make deposits and withdrawals of cash and other property into or from any such account; (c) make or endorse checks with respect to any such account; (d) effectuate purchases and sales of securities and give security purchase and sale orders to brokers or any other third parties; (e) complete and file federal and state tax returns on behalf of the Estate; and (f) to the extent permitted by law, execute any and all leases in connection with any real estate, and the exercise of such power and

authority shall be deemed to be authorized by and to represent the decision of the Liquidating Supervisor then entitled to make such decision.

4.6 *Maintenance of Register.* The Liquidating Supervisor shall at all times maintain a register of the names, addresses and amount of the Claims and Equity Interests as in effect on the Effective Date and as revised from time to time thereafter.

4.7 *Liability of Liquidating Supervisor.*

(a) *Standard of Care.* The Liquidating Supervisor shall not be liable for any action taken or omitted to be taken by him in good faith and in the exercise of reasonable judgment and believed to be within the discretion or power conferred by this Agreement, or be responsible for the consequences of any act or failure to act, except for gross negligence or willful misconduct. The Liquidating Supervisor shall not have any fiduciary relationship with any party by virtue of this Agreement except as specifically set forth in this Agreement.

(1) The Liquidating Supervisor shall not, solely by virtue of his position as Liquidating Supervisor, be liable or in any way responsible for the acts or omissions of the Debtor, its board of directors, officers, employees or agents, prior to the Effective Date.

(2) Unless indemnified to his satisfaction against liability and expense, the Liquidating Supervisor shall not be compelled to do any act or to take any action toward the execution or enforcement of the powers created under the Plan or this Agreement or to prosecute or defend any suit in respect hereof. If the Liquidating Supervisor requests approval from the Bankruptcy Court with respect to any act or action in connection with the Plan or this Agreement, the Liquidating Supervisor shall be entitled (but shall not be required) to refrain (without incurring any liability to any person by so refraining) from such act or action unless and until he has received such instructions of approval. In no event, however, shall the Liquidating Supervisor or any of his representatives be required to take any action which he reasonably determines could lead to criminal or civil liability.

(3) The Liquidating Supervisor shall not be responsible in any manner to the Debtor, the Estate, any holder, or any party-in-interest for:

- (i) the creditworthiness of any party and the risks involved to the Debtor or such holder or party-in-interest;
- (ii) the effectiveness, enforceability, genuineness, validity, or any due execution of the Plan or this Agreement as to any person other than the Liquidating Supervisor;
- (iii) any representation, warranty, document, certificate, report, or statement made herein or furnished hereunder or in connection with the Plan or this Agreement not constituting a breach of the standard of care set forth in this Section 4.7(a) on the part of the Liquidating Supervisor;
- (iv) the existence, priority or perfection of any existing Lien; or

(v) the observation or compliance with any of the terms, covenants, or conditions of the Plan or this Agreement on the part of any party thereto other than the Liquidating Supervisor.

(4) The Debtor and the Claims holders, and parties-in-interest, by voting for the Plan and/or accepting the benefits thereof, have agreed not to sue or otherwise pursue or seek damages from the Liquidating Supervisor pursuant to the Plan or this Agreement, except for actions or omissions which violate the standard of care set forth in this Section 4.7(a).

(b) In order to secure the faithful performance of his duties under the Plan and this Agreement, the Liquidating Supervisor shall obtain and file with the Bankruptcy Court a surety bond, naming the United States as the obligee thereunder, in an amount equal to one hundred fifty percent (150%) percent of the value of the Estate. The surety on such bond shall be among those listed as acceptable sureties on federal bonds in Circular 570 of the United States Department of the Treasury. The Liquidating Supervisor may, upon his receipt of the written consent of the Office of the United States Trustee, reduce the amount of the bond from time to time as he deems necessary or proper.

(c) *No Liability for Acts of Predecessor.* No successor Liquidating Supervisor shall be in any way responsible for the acts or omissions of any Liquidating Supervisor in office prior to the date on which such person becomes a Liquidating Supervisor, nor shall he be obligated to inquire into the validity or propriety of any such act or omission unless such successor Liquidating Supervisor expressly assumes such responsibility. Any successor Liquidating Supervisor shall be entitled to accept as conclusive any final accounting and statement of Assets furnished to such successor Liquidating Supervisor by such predecessor Liquidating Supervisor and shall further be responsible only for those Assets included in such statement.

(d) *No Implied Obligations.* The Liquidating Supervisor shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and in the Plan, and no other or further covenants or obligations shall be implied into this Agreement. The Liquidating Supervisor shall not be responsible in any manner whatsoever for the correctness of any recitals, statements, representations, or warranties herein or in any documents or instrument evidencing or otherwise constituting a part of the Assets. The Liquidating Supervisor makes no representations as to the value of the Assets or any part thereof, nor as to the validity, execution, enforceability, legality, or sufficiency of this Agreement; and the Liquidating Supervisor shall incur no liability or responsibility with respect to any such matters.

(e) *Reliance by Liquidating Supervisor on Documents or Advice of Counsel or Other persons.* Except as otherwise provided herein, the Liquidating Supervisor may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report notice, request, consent, order, and other paper or document reasonably believed to be genuine and to have been signed or presented by the proper party or parties, and shall have no liability or responsibility with respect to the form, execution, or validity thereof; nor shall the Liquidating Supervisor be liable for any act which he may do or omit to do hereunder, all subject only to the limitation that the Liquidating Supervisor acts in accordance with the standard of care set forth in Section 4.7(a). None of the provisions hereof shall require the Liquidating Supervisor to expend or risk his own funds or otherwise incur financial liability or expense in the performance of any duties hereunder. The Liquidating Supervisor may consult with legal counsel retained by him,

subject to the oversight, but not the approval, of the Post-Effective Date Committee, and shall not be liable for any action taken or suffered in reliance upon the advice of such counsel.

(f) *No Personal Obligation for Liabilities of the Debtor.* Claims holders and other persons dealing with the Liquidating Supervisor in his capacity as Liquidating Supervisor within the scope of this Agreement, shall look only to the Assets to satisfy any liability incurred by the Liquidating Supervisor to such person in carrying out the terms of this Agreement, and the Liquidating Supervisor shall have no personal or individual obligation to satisfy any such liability.

4.8 *Reports and Fees.* The Liquidating Supervisor shall provide quarterly statements of receipts and disbursements to the Office of the United States Trustee and the Post-Effective Date Committee, such reports to be based upon a calendar year. The Liquidation Supervisor will be responsible for timely payment of United States Trustee fees incurred pursuant to 28 U.S.C. § 1930(a)(b) subsequent to the Effective Date of the Plan.

4.9 *Tax Returns.* From and after the Effective Date, the Liquidating Supervisor shall be responsible for the filing of any and all federal and state tax returns as required by law to be filed on behalf of the Estate, including the final tax returns, and shall pay all tax liabilities arising from such tax returns out of the Assets.

4.10 *Final Decree.* After the Estate is fully administered pursuant to the terms of the Plan and this Agreement, the Liquidating Supervisor shall file with the Court a motion requesting the entry of a Final Decree. The Liquidating Supervisor shall provide the Post-Effective Committee and its professionals with sixty (60) days' notice prior to filing such motion.

4.11 *Liquidating Supervisor's Compensation.* It is not anticipated that the Liquidating Supervisor will need to devote his full business time to his duties as such, but rather it is anticipated that the Liquidating Supervisor can fulfill his duties on a part-time basis. The Liquidating Supervisor's compensation shall be based upon hourly rates typically charged in the conduct of the Liquidating Supervisor's business. The Liquidating Supervisor shall be paid his compensation subject to the approval of the Bankruptcy Court and in accordance with Section 4.14.

4.12 *Reimbursements.* Subject to the approval of the Bankruptcy Court, and in accordance with Section 4.14, the Liquidating Supervisor and any agents or consultants employed pursuant to this Agreement shall be reimbursed from the Assets for all reasonable out-of-pocket expenses incurred in the performance of their duties hereunder in addition to any compensation received.

4.13 *Liquidating Supervisor's Indemnification.* Pursuant to this Agreement and the Plan, the Liquidating Supervisor shall be indemnified by, held harmless, and receive reimbursement from Assets for any and all claims, actions, demands, losses, damages, expenses, and liabilities, including without limitation court costs, attorneys' fees and accountants' fees incurred in compliance with the standard of care set forth in Section 4.7(a). Notwithstanding the above, the Liquidating Supervisor shall not be entitled to indemnification in the event that a court of competent jurisdiction determines that such person has incurred losses or claims as a result of his actions or omissions that breach that standard of care.

4.14 *Reimbursement of Liquidating Supervisor's and Professionals' Fees and Expenses.* Subject to the approval of the Bankruptcy Court, the Liquidating Supervisor and any and all Professionals retained pursuant to this Agreement will be paid for their services and reimbursed for their expenses subject to the following terms:

(a) *Interim Statements.* On or before the twenty-fifth (25th) day of each month following the month for which compensation is sought, the Liquidating Supervisor and each Professional will submit a monthly statement describing with reasonable particularity the time expended and the nature, extent and value of the services provided during the period covered by such request to (i) the Liquidating Supervisor; (ii) the members of the Post-Effective Date Committee; and (iii) the Office of the United States Trustee, each of whom shall have until the fifteenth (15th) calendar day after the submission of the statement to review it. If none of the recipients objects, as provided in subparagraph (b) below, subject to the approval of the Bankruptcy Court, the Liquidating Supervisor shall promptly pay seventy-five percent (75%) of such fees and one hundred percent (100%) of such expenses.

(b) *Objections to Interim Statements.* In the event that any of the persons designated in subparagraph (a) above determines that the compensation or reimbursement sought in a particular statement is inappropriate or unreasonable, or that any number or calculation is incorrect, that party shall, on or before the fifteenth (15th) calendar day after the submission of the statement, serve upon (i) the Professional whose statement is objected to, and (ii) the persons designated in subparagraph (a) above, a "Notice of Objection to Monthly Statement" setting forth the precise nature of the objection and the amount in issue. Thereafter, the objecting party and the Professional whose statement is objected to shall meet or confer to attempt to reach an agreement regarding the correct payment to be made, and if no agreement is reached with regard to such objection, then such fees shall be subject to resolution by the Bankruptcy Court. Following the approval of the Bankruptcy Court, the Liquidating Supervisor will promptly pay any portion of the fees and disbursements requested that are not the subject of a Notice of Objection, as well as any adjusted fees and disbursements that have been agreed to by the objecting party and the professional pursuant to the terms herein.

(c) *Applications for Approval.* After the expiration of four (4) months following the Effective Date, and at four (4) month intervals thereafter, the Liquidating Supervisor and each of the Professionals shall file with the Bankruptcy Court and serve upon the other parties identified in subparagraph (a) above an application for interim Bankruptcy Court approval and allowance, pursuant to Section 331 of the Bankruptcy Code, of the compensation and reimbursement of expenses requested for the prior four (4) months as well as the remaining fees sought.

ARTICLE V

Distributions.

5.1 *Distributions.* Subject to the approval of the Bankruptcy Court, the Liquidating Supervisor shall make an initial distribution to holders of Allowed General Unsecured Claims after: (i) payment or provision for payment of Allowed Administrative Claims, Priority Claims and Priority Tax Claims; and (ii) reservation of the Distribution Reserve. Furthermore, the Liquidating Supervisor shall make subsequent Distributions under the Plan at such times and in such amounts as required thereby and shall make such additional Distributions with the oversight of the Post-Effective Date Committee in accordance with the Plan.

5.2 *Legal Proceedings.* If claims arising under Sections 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code are asserted, and if such claims or any other legal proceedings are initiated or prosecuted against any Creditor pursuant to the Plan and this Agreement or asserted as an objection to any Claim, then notwithstanding anything to the contrary contained in the Plan, until such

proceeding or contested matter is finally resolved and all payments to the Estate required by such resolution have been made, such Creditor shall only receive Distributions under the Plan to the extent that the Distributions to which such Creditor is otherwise entitled exceed the maximum liability of such Creditor to the Estate asserted in such proceedings.

ARTICLE VI

Appointment, Removal and Resignation of Liquidating Supervisor

6.1 *Appointment of Liquidating Supervisor; Acceptance of Appointment.* Craig R. Jalbert of Verdolino & Lowey, P.C. is hereby appointed to serve as the initial Liquidating Supervisor hereunder, and pursuant to the Plan. Craig R. Jalbert is willing, and does hereby accept the appointment, to serve as the initial Liquidating Supervisor, and to hold and administer the Assets pursuant to the terms of the Plan and this Agreement. The Liquidating Supervisor shall serve at the pleasure of the Post-Effective Date Committee.

6.2 *Removal of Liquidating Supervisor.* A Liquidating Supervisor appointed pursuant to this Agreement may be removed with or without cause by order of the Bankruptcy Court after notice and opportunity for a hearing. If a Liquidating Supervisor is removed for cause, such Liquidating Supervisor shall not be entitled to any accrued but unpaid fees, reimbursements or other compensation under this Agreement or otherwise. For purposes of this Agreement, the term "cause" shall mean: (a) the Liquidating Supervisor's gross negligence or willful failure to perform his duties under this Agreement; (b) the Liquidating Supervisor's misappropriation or embezzlement of any Assets or the proceeds thereof, or (c) the Liquidating Supervisor's continued or repeated negligence or failure to perform his duties hereunder. If a Liquidating Supervisor is removed by order of the Bankruptcy Court other than for cause, or is unwilling or unable to serve (1) by virtue of his inability to perform his duties under this Agreement due to death, illness or other physical or mental disability, (2) following the liquidation of all or substantially all of the Assets, or (3) for any other reason whatsoever other than for "cause," subject to a final accounting, such Liquidating Supervisor shall be entitled to all accrued and unpaid fees, reimbursement, and other compensation, to the extent incurred or arising or relating to events occurring before such removal, and to any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties and all rights to any successor Liquidating Supervisor.

6.3 *Resignation of Liquidating Supervisor.* A Liquidating Supervisor may resign upon motion to the Bankruptcy Court, which resignation shall become effective at the time specified by the Court, contemporaneous with the appointment of a successor Liquidating Supervisor. If a Liquidating Supervisor resigns from his position hereunder, subject to a final accounting and the approval of the Bankruptcy Court, such Liquidating Supervisor shall be entitled to all accrued unpaid fees, reimbursement, and other compensation to the extent incurred or arising or relating to events occurring before such resignation, and any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties to the successor Liquidating Supervisor.

6.4 *Successor Liquidating Supervisor.* In the event that a Liquidating Supervisor is removed, resigns, or otherwise ceases to serve as Liquidating Supervisor, a successor Liquidating Supervisor shall be appointed by the Post-Effective Date Committee, subject to approval by the Bankruptcy Court.

ARTICLE VII

Effect of Agreement on Third Parties.

There is no obligation on the part of any purchaser or purchasers from the Estate, the Debtor or the Liquidating Supervisor or any agent of the Liquidating Supervisor, or on the part of any other person dealing with the Estate, the Debtor or the Liquidating Supervisor or any agent of the Liquidating Supervisor, to see to the application of the purchase money or other consideration paid or delivered to the Liquidating Supervisor, or any agent of the Liquidating Supervisor, or to inquire into the validity, expediency, or propriety of any such transaction, or the authority of the Liquidating Supervisor, or any agent of the Liquidating Supervisor, to enter into or consummate the same upon such terms as the Liquidating Supervisor may deem advisable.

ARTICLE VIII

Waiver.

No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver by such party of any right or remedy pursuant thereto. Resort to one form of remedy shall not constitute a waiver of alternative remedies.

ARTICLE IX

Termination of the Agreement; Amendment of the Agreement.

9.1 *Termination of the Agreement.* The Agreement will terminate only upon authorization of the Bankruptcy Court.

9.2 *Amendment of Agreement.* Except as otherwise set forth herein, any provisions of the Agreement may, consistent with the terms of the Plan, be amended, modified, terminated, revoked or altered only upon Bankruptcy Court approval.

ARTICLE X

Miscellaneous.

10.1 *Severability.* If any one or more of the provisions herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect, and of the remaining provisions, shall not be in any way impaired or affected. In such event, there shall be added as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. The effective date of the added provision shall be the date upon which the prior provision was held to be invalid, illegal or unenforceable.

10.2 *Entire Agreement.* This Agreement (including the recitals and the schedules hereto), the Plan and the Confirmation Order constitute the entire agreement of the parties and there are no representations, warranties, covenants or obligations except as set forth herein or therein. This Agreement, the Plan and the Confirmation Order supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. In the event of any inconsistency between this Agreement and the Plan, the Plan shall govern. Except as otherwise specifically provided herein, nothing in this Agreement is intended or shall be construed to confer upon or to give any person other than the parties hereto and

their respective heirs, administrators, executors, successors, and assigns any rights or remedies under or by reason of this Agreement.

10.3 *Jurisdiction; Venue, Etc.* Each party hereto irrevocably agrees that any suit, action or proceeding with respect to this Agreement may be brought in the United States Bankruptcy Court for the District of Massachusetts, and if for any reason such submission to jurisdiction is invalid, then such action, suit or proceeding may be brought in the courts of the Commonwealth of Massachusetts for the County of Suffolk or of the United States of America for the District of Massachusetts, and by execution and delivery of this Agreement, each party (i) irrevocably submits to each such jurisdiction and venue; (ii) waives, to the fullest extent permitted by law, any objection which it may have to the laying of the venue of any such suit, action or proceeding brought in such court has been brought in an inconvenient forum; and (iii) agrees that final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon it and may be enforced in any court to the jurisdiction of which such party is subject by a suit upon such judgment, provided that service of process is effected as otherwise permitted by law.

10.4 *Waiver of Jury Trial.* Each party to this Agreement hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this agreement or the transactions contemplated hereby.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the day and year first above written to evidence their consent and agreement with the terms and provisions of this Agreement.

OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF SERVISENSE.COM, INC.

LIQUIDATING SUPERVISOR

Name:
Title:

Name:

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

_____)	
In re)	
)	
SERVISENSE.COM, INC.,)	Chapter 11
)	Case No. 01-16539-WCH
Debtor.)	
_____)	

ORDER ON FIRST OMNIBUS OBJECTION TO CLAIMS

This matter having come before the Court for preliminary hearing on this 18th day of August 2004 on the *First Omnibus Objection to Claims and Request for Preliminary Hearing* (the "First Claim Objection"), timely filed by Craig R. Jalbert, Liquidating Supervisor of ServiSense.com, Inc. (the "Debtor"), and the Court having found all claimants and all other parties entitled to notice having been properly served with a copy of the First Claim Objection and given sufficient notice of the response deadline and date of the hearing thereon in accordance with Fed. R. Bankr. P. 3007 and MLBR 3007-1, it is hereby:

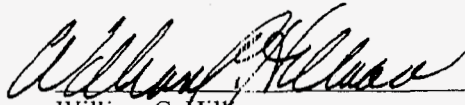
ORDERED, pursuant to 11 U.S.C. § 502(b), Fed. R. Bankr. P. 3007, and MLBR 3007-1(c), that no timely responses having been filed by the claimants or any other party entitled to notice to the Liquidating Supervisor's objections to the claims set forth on Exhibit A to this Order, the Liquidating Supervisor's objections to the claims set forth on Exhibit A hereto are **SUSTAINED**, and that the claims set forth on Exhibit A hereto are hereby allowed or disallowed, as the case may be, as set forth on Exhibit A hereto; and it is further

ORDERED, pursuant to 11 U.S.C. § 502(b), MLBR 3007-1(b), and Fed. R. Bankr. P. 3007 and 9014, that all objections of the Liquidating Supervisor to the claims set forth on Exhibit B to this Order having been resolved or otherwise withdrawn by the Liquidating Supervisor prior to hearing, the claims set forth on Exhibit B hereto are hereby allowed, or disallowed, as the case may be, as set forth on Exhibit B hereto; and it is further

ORDERED, pursuant to 11 U.S.C. § 502(b), MLBR 3007-1(b), Fed. R. Bankr. P. 3007, 9014, and 7042, that the objections to the claims of C. David Chase (Claim No. 90, as amended) and Alan R. Stone (Claim No. 89, as amended) set forth on Exhibit C hereto shall be consolidated for trial with that certain adversary proceeding styled, Craig R. Jalbert, Liquidating Supervisor of ServiSense.com, Inc. v. C. David Chase, et al., Adversary Proceeding No. 02-1429-WCII; and it is further

ORDERED, pursuant to 11 U.S.C. § 502(b), MLBR 3007-1(b), and Fed. R. Bankr. P. 3007 and 9014, that the Court will by separate order schedule an evidentiary hearing, if necessary, for the resolution of the objections to the remaining claims set forth on Exhibit C hereto, allowing, if necessary, sufficient time for the parties to conduct discovery.

By the Court,


William C. Hillman
United States Bankruptcy Judge

Dated: August 16, 2004

Claim Date	Claims Register Number	Claimant	Exhibit A to Order on First Omnibus Objection to Claims		Allowed Claim
			Allowed Unsecured Non-Priority Claim	Allowed Unsecured Priority Claim	
		1roofrealty.com	\$0.00		
		Advanstar	\$0.00		
		Agway Energy Services	\$0.00		
3/14/2002	97	Ahmadi Mashal	\$14.32	\$0.00	
2/22/2002		Aigner Associates, Inc.	\$0.00		
		Alabama Power	\$0.00		
		Allegheny City Electric, Inc.	\$0.00		
		Allegheny Power	\$0.00		
		Allegheny Power	\$0.00		
		American Electric Power	\$0.00		
		Ameritech -WI-RES	\$0.00		
		Ameritech IL RES	\$0.00		
		Ameritech IN RES	\$0.00		
		Ameritech Info IND SVCS	\$0.00		
		Ameritech MI RES	\$0.00		
		Ameritech OH RES	\$0.00		
		Ascent	\$0.00		
		Ashburnham Municipal Light Plant	\$0.00		
3/13/2002	112	Aubrey, Mia	\$170.99	\$0.00	
		AVA Electric Company, Inc.	\$0.00		
2/23/2002	59	Bailey, Kenneth R.	\$13.49	\$0.00	
		Baltimore Gas Electric	\$0.00		
		Bell South - 205	\$0.00		
		Bell South - 305	\$0.00		
		Bell South - 318	\$0.00		
		Bell South - 502	\$0.00		
		Bell South - 561	\$0.00		
		Bell South - 601	\$0.00		
		Bell South - 615	\$0.00		

Claim Date	Claims Register Number	Claimant	Exhibit A to Order on First Omnibus Objection to Claims		Allowed Administrative Claim
			Allowed Unsecured Non-Priority Claim	Allowed Unsecured Priority Claim	
	64	Columbia Gas of Pennsylvania	\$0.00		
		Concord Municipal Light	\$0.00		
		Columbia Gas of Pennsylvania	\$0.00		
		Commonwealth Edison	\$0.00		
		Comms People, Inc.	\$0.00		
		Con Edison Electric	\$0.00		
2/26/2002	68	Cursi, Raymond	\$6.30	\$0.00	
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
		Dryer, David E.	\$0.00		
2/26/2002	56	Dunn, Maurita A.	\$0.00		
		Eastern Utilities	\$0.00		
		Esave, Inc.	\$0.00		
		Essex Gas	\$0.00		
		Fall River Gas Company	\$0.00		
		First Electric Coop Corp.	\$0.00		
		Flint Energies	\$0.00		
		Florida Power & Light Company	\$0.00		
1/7/2002	37	Focus Technology Solutions, Inc.	\$0.00		
		Georgetown Municipal Light Department	\$0.00		
		Georgia Power	\$0.00		
		Global Integrity Corp.	\$0.00		

Claim Date	Claims Register Number	Exhibit A to Order on First Omnibus Objection to Claims Claimant	Allowed	Allowed	Allowed
			Unsecured Non-Priority Claim	Unsecured Priority Claim	Administrative Claim
		Maureen Stretch	\$0.00		
		Middleborough Gas & Electric	\$0.00		
		Middleton Electric Light Dept.	\$0.00		
		Mobile Gas Service Corporation	\$0.00		
		Nagier, Robbins & Poe, Inc.	\$0.00		
		Narragansett Electric	\$0.00		
		National Fuel Resources, Inc.	\$0.00		
1/20/2003		NBANC	\$106.08		
1/3/2003		NECA- TRS	\$574.15		
9/8/2003		NECA- TXUSF	\$0.00		
		Network Access Solutions	\$0.00		
		NeuStar	\$0.00		
		Nevada Bell - 26	\$0.00		
		Nevada Bell - 4	\$0.00		
		North Attleborough Electric Light	\$0.00		
		Northern Utilities Natural Gas	\$0.00		
3/25/2002	116	Boston Edison Company, dba NSTAR Electric	\$0.00		
		Nstar Com Electric	\$0.00		
		NSTAR Com Gas	\$0.00		
		NUI Elizabethtown Gas	\$0.00		
		NYSEG	\$0.00		
		NYSEG Solutions, Inc.	\$0.00		
		Oil Express	\$0.00		
		OnlineChoice.com, Inc.	\$0.00		
		Pacific Bell (North)	\$0.00		
		Pacific Bell (South)	\$0.00		
		Pacific Electric & Gas Company	\$0.00		
3/17/2002	93	Packer, Eric P.	\$0.00		
2/6/2002	42	Park, John	\$0.00		

Claims Register Number	Claim Date	Claimant	Priority Claim	Amount
		Paxton Electric Light Dept.	Priority Claim	\$0.00
		Peabody Municipal Light Plant	Priority Claim	\$0.00
		PennPower	Priority Claim	\$0.00
		Peoples Gas	Priority Claim	\$0.00
		PEPCO Potomac Electric	Priority Claim	\$0.00
		PG Energy	Priority Claim	\$0.00
		Philadelphia Gas Works	Priority Claim	\$0.00
		Piedmont Electric Membership Corp.	Priority Claim	\$0.00
		Postmaster Boston	Priority Claim	\$0.00
		PPL Utilities Corporation	Priority Claim	\$0.00
		Princeton Municipal Light	Priority Claim	\$0.00
9/5/2001	1	Protoco Communications, Inc.	Priority Claim	\$ 106,175.84
		Protoco	Priority Claim	\$0.00
		Protoco - Boston	Priority Claim	\$0.00
		ProvGas	Priority Claim	\$0.00
		PSE & G	Priority Claim	\$0.00
		Public Service Company of Colorado	Priority Claim	\$0.00
		Public Service Company of New Hampshire	Priority Claim	\$0.00
		Public Utilities Fortnightly	Priority Claim	\$0.00
		Qwest - AZ	Priority Claim	\$0.00
		Qwest - CO - RES	Priority Claim	\$0.00
		Qwest - IA	Priority Claim	\$0.00
		Qwest - MN	Priority Claim	\$0.00
		Qwest - MT	Priority Claim	\$0.00
		Qwest - ND	Priority Claim	\$0.00
		Qwest - NE	Priority Claim	\$0.00
		Qwest - NM	Priority Claim	\$0.00
		Qwest - OR- RES	Priority Claim	\$0.00
		Qwest - SD	Priority Claim	\$0.00

Allowed
Allowed
Allowed
Unsecured Non-Priority Claim
Administrative Claim

Exhibit A to Order on First Omnibus Objection to Claims

Exhibit A to Order on First Omnibus Objection to Claims			Allowed Unsecured Non- Priority Claim	Allowed Unsecured Priority Claim	Allowed Administrative Claim
Claim Date	Claims Register Number	Claimant			
		Qwest - UT	\$0.00		
		Qwest - WA - BUS	\$0.00		
		Qwest - WA - RES	\$0.00		
		Qwest - Wholesale	\$0.00		
		Qwest - WY	\$0.00		
2/28/2002	63	Rapone, Mary & Giuseppe	\$0.00		
		Reading Municipal Light Department	\$0.00		
9/10/2001	7	RHI Management Resources	\$0.00		
		Rockland Electric Co.	\$0.00		
3/19/2002	92	Rosenberg, Robert A.	\$0.00		
3/14/2002	109	Rourke, Jeanette G.	\$0.00		
		Rowley Mun. Lighting Pl.	\$0.00		
		Rowley Municipal Lighting Plant	\$0.00		
		S & H Greenpoints.com	\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
		SMECO	\$0.00		
		SNET	\$0.00		
		South CA Gas Co.	\$0.00		
		South Jersey Gas	\$0.00		
		South Shore Chamber of Commerce	\$0.00		
		Southern California Edison	\$0.00		
		Southwestern Bell AR-RES	\$0.00		
		Southwestern Bell DAL-RES	\$0.00		
		Southwestern Bell HOU-RES	\$0.00		

Claims Register Number	Claim Date	Claimant	Allowed	Administrative Claim
		Southwestern Bell KS-RES	\$0.00	
		Southwestern Bell MS-RES	\$0.00	
		Southwestern Bell OK-RES	\$0.00	
		Southwestern Bell SAN-RES	\$0.00	
		St. Lawrence Gas	\$0.00	
121	3/28/2002	Sunguard Shareholder Sys.	\$0.00	
122	4/18/2002	Sunguard Shareholder Sys.	\$0.00	
58	2/24/2002	Szytler Oister, Carol	\$30.11	\$0.00
		Taunton Municipal Lighting	\$0.00	
		Taylor, Ronald	\$0.00	
		TBG America, Inc.	\$0.00	
18	10/5/2001	TeleNations, Inc.	\$0.00	
		Templeton Municipal Light	\$0.00	
		Texas - New Mexico Power Company	\$0.00	
		The Oil Express	\$0.00	
		Thomas Technologies LTD.	\$0.00	
		Toledo Edison	\$0.00	
98	3/21/2002	Touch America	\$0.00	
		Town of Belmont Municipal Light Department	\$0.00	
		Town of Danvers - Electric Division	\$0.00	
		Town of Norwood Municipal Light	\$0.00	
		TXU Electric	\$0.00	
		UCG-CCMI	\$0.00	
		UGI Utilities, Inc.	\$0.00	
		United Electric Coop, Inc.	\$0.00	
		United Power	\$0.00	
		Unitil Exeter & Hampton Elec.	\$0.00	
		Unitil Fitchburg Electric & Gas	\$0.00	
		Utility Consultants	\$0.00	

Exhibit A to Order on First Omnibus Objection to Claims

Allowed

Unsecured Non-

Priority Claim

Allowed

Unsecured

Priority Claim

Allowed

Administrative

Claim

		Exhibit A to Order on First Omnibus Objection to Claims	Allowed Unsecured Non-	Allowed Unsecured	Administrative
		Valley Resources		\$0.00	
11/7/2001	27	Verizon		\$0.00	
		Verizon - 1 - NY		\$0.00	
		Verizon - 10 - NY		\$0.00	
		Verizon - 13 - NY		\$0.00	
		Verizon - 15 - MA		\$0.00	
		Verizon - 16 - NY		\$0.00	
		Verizon - 19 - NY		\$0.00	
		Verizon - 1B - NY			
		Verizon - 22 - NY		\$0.00	
		Verizon - 25 - NY		\$0.00	
		Verizon - 28 - NY		\$0.00	
		Verizon - 30 - MA		\$0.00	
		Verizon - 4 - NY		\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
		Verizon - DE - BUS		\$0.00	
		Verizon - DE - RES		\$0.00	
		Verizon - MD - BUS		\$0.00	
		Verizon - MD - RES		\$0.00	
		Verizon - ME - Admin		\$0.00	
		Verizon - ME - BUS		\$0.00	
		Verizon - ME - RES		\$0.00	
		Verizon - NH - Admin		\$0.00	
		Verizon - NH - RES		\$0.00	

<i>Claims</i>		Exhibit A to Order on First Omnibus Objection to Claims		<i>Allowed Unsecured Non-Priority Claim</i>	<i>Allowed Unsecured Priority Claim</i>	<i>Allowed Administrative</i>
				\$0.00		
		Verizon - Servisense - OH		\$0.00		
		Verizon - Servisense - MA		\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
		Verizon Wireless		\$0.00		
		Vermont Gas Systems, Inc.		\$0.00		
3/3/2002	75	Vicky Arnouts		\$0.00		
		Village of Akron Electric Dept.		\$0.00		
		Village of Solvay Electric Dept.		\$0.00		
		Virginia Natural Gas		\$0.00		
		Voiceware, Inc.		\$0.00		
		Wachovia		\$0.00		
		Wakefield Municipal Gas & Light		\$0.00		
		Washington Gas		\$0.00		
		Washington Gas - MD		\$0.00		
9/13/2001	15	Wave, Inc.		\$0.00		
		West Boylston Municipal Lighting Plant		\$0.00		
		Western Electric		\$0.00		
		Wisconsin Electric		\$0.00		

Exhibit B to Order on First Omnibus Objection to Claims

<i>Claim Date</i>	<i>Claims Register Number</i>	<i>Claimant</i>	<i>Allowed Unsecured Non-Priority Claim</i>	<i>Allowed Unsecured Priority/Secured Claim</i>
3/8/2002	79	AALL Electric Contractor, Inc.	\$ 1,002.78	
	N/A	Accessline Communications	\$ 18,237.18	
9/10/2001	5	Accountemps	\$ 7,706.90	
	N/A	Adams Electric	\$ 122.00	
9/10/2001	8	Affiliates	\$ 12,577.50	
	N/A	Airborne Express	\$ 455.61	
3/4/2002	71	Allegheny City Electric, Inc.	\$ 2,466.08	
	N/A	Alliance Express	\$ 4,762.63	
	N/A	Annie's Cleaning Service	\$ 286.88	
	N/A	Arch Paging	\$ 650.98	
3/11/2002	N/A	Baggs, Mary	\$ 200.02	
	N/A	Boston Bean Coffee Co.	\$ 270.32	
	N/A	Breakaway Solutions	\$ 78,871.12	
3/4/2002	72	Bruce R. Mathias, PC	\$ 1,760.00	
	N/A	Buckeye Cable System	\$ 187.77	
3/11/2002	77	Candelori Electric, Inc.	\$ 106.00	
	N/A	Cathedral Corporation	\$ -	
	N/A	Cornellier, Catherine	\$ 17.09	
	N/A	CCS	\$ 5,672.35	
3/6/2002	67	COEN Business Forms	\$ 2,742.10	
	N/A	COMED		\$ 20.74
	N/A	Concretio.com, Inc.	\$ -	
	N/A	Corporate Technologies	\$ 4,691.74	

Exhibit B to Order on First Omnibus Objection to Claims

<i>Claim Date</i>	<i>Claims Register Number</i>	<i>Claimant</i>	<i>Allowed Unsecured Non-Priority Claim</i>	<i>Allowed Unsecured Priority/Secured Claim</i>
	N/A	Crisp, Page & Currin	\$ 5.92	
	N/A	Community Newspaper Co.	\$ 3,816.68	
	N/A	Costa, Joyce C.		\$ 600.00
3/2/2002	69	Cowling, Richard	\$ 10.57	
9/13/2001	3	CSC	\$ 724.99	
	N/A	Culligan Water Cond	\$ 26.45	
3/2/2002	62	Daniels, Margaret	\$ 7.64	
	N/A	Deltron Electric Corp.	\$ 1,390.00	
	N/A	Duquesne Light	\$ 70.85	
	N/A	Dynametric	\$ 559.90	
	N/A	Energy Guide	\$ 1,120.00	
	N/A	Energy On	\$ 90.00	
	N/A	Equitable Gas	\$ 170.00	
	N/A	Farmer Arsenault Brock	\$ 96.80	
	95	Focus Technology Solutions, Inc.		
	N/A	Fresh City		
	N/A	GE Info Services, Inc.	\$ 823.59	
	16	Genesys Conferencing, Inc.		
	N/A	Get Connected, Inc	\$ 100.00	
	N/A	Gomez	\$ 5,300.00	
	N/A	Gottlieb, Gabriel A.		\$ 484.50

Exhibit B to Order on First Omnibus Objection to Claims

			<i>Allowed Unsecured Non- Priority Claim</i>	<i>Allowed Unsecured Priority/Secured Claim</i>
				\$ 568.75
	N/A	Greene, LuAnne	\$ 5.12	
	N/A	Green Mountain Energy	\$ 136.65	
	N/A	Helein Law Group, PC, The	\$ 200,345.09	
	N/A	Hello Direct		
	N/A	Hosting.com	\$ 9,299.40	
12/27/2001	35	HotJobs.com, LTD.	\$ 2,100.00	
	N/A	IKON Office Solutions	\$ 1,330.76	
	N/A	Imperial Premium Fin Co.	\$ 1,315.92	
12/19/2001	34	Info Directions, Inc.	\$ 131,331.18	
	N/A	Infographix, Inc.	\$ 37,796.64	
			\$ 339.48	
		Insight Direct, Inc.	\$ 24,440.68	
2/21/2002	57	Kemp, Beverly A.	\$ 56.74	
1/28/2002	41	Kubat, Michelle M.	\$ 2,423.08	
	N/A	Lower My Bills	\$ 850.00	
	N/A	Lynch, Mark E.		\$ 540.00
7/8/2002	N/A	Management Network Group, The	\$ 3,290.01	
	N/A	Mass Buying Power	\$ 1,820.00	
	N/A	MCI Worldcom Comm.	\$ 4,592.49	

Exhibit B to Order on First Omnibus Objection to Claims

		<i>Claimant</i>	<i>Allowed Unsecured Non-Priority Claim</i>	<i>Allowed Unsecured Priority/Secured Claim</i>
2/6/2002	43	McKeown, Christopher J.	\$ 8,653.80	
2/6/2002	44	McKeown, Christopher J.	\$ 2,596.14	
	N/A	McWade, Phillip J.		\$ 640.00
	N/A	Microsoft Services	\$ 1,286.25	
3/12/2002	108	Mihalic, Linda C.	\$ 15.70	
9/13/2001	2	Mount Vernon Strategies, Inc.	\$ 4,825.00	
3/15/2002	105	Murphy Software Consulting, Inc.	\$ 577.50	
3/18/2002	84	Murray, Patty	\$ 39.40	
2/25/2002	N/A	MWare, Inc.	\$ 1,000.00	
	N/A	Myriad Construction Co.	\$ 104.10	
	N/A	Nature Springs Water Co.	\$ 472.40	
	N/A	NCR	\$ 200.00	
	N/A	NE Water Heater Co.	\$ 137.07	
	N/A	New Hampshire Elec. Co.	\$ 159.07	
	N/A	New Jersey Nat. Gas Co.	\$ 137.00	
	N/A	Niagra Mohawk	\$ 5,694.54	
	N/A	Norley Company, Inc.	-	
	6	Office Team		
	N/A			
	N/A	OSI Collection Services		
	60	Partners & Simons, Inc.		
1/7/2002	53	Peabody & Arnold, LLP	\$ 2,327.00	

Exhibit B to Order on First Omnibus Objection to Claims

<i>Claim Date</i>	<i>Claims Register Number</i>	<i>Claimant</i>	<i>Allowed Unsecured Non-Priority Claim</i>	<i>Allowed Unsecured Priority/Secured Claim</i>
	N/A	Peregrine Interactive	\$ 500.00	
	N/A	Pickett, Matthew J.		\$ 1,174.75
11/16/2001	28	Pitney Bowes Credit Corporation	\$ 3,500.00	
3/20/2002	104	Pro Media, Inc.	\$ 57,953.51	
3/4/2002	65	Pryor, Mark R.	\$ 9.52	
	N/A	Purchase Power	\$ 2,691.59	
3/11/2002	73	Qwest Corporation	\$ 227,625.23	
3/11/2002	99	Qwest Communications Corporation	\$ 151,901.97	
3/4/2002	66	Rackov, Gary	\$ 51.40	
	N/A	Ramsey, James M.	\$ 5,803.21	
	N/A	Riemer & Braunstein	\$ 6,491.79	
	N/A	Response Electric Service	\$ 440.00	
	N/A	Reth, Sunday		\$ 375.30
9/21/2001	10	Rich May, A Professional Corporation	\$ 6,171.74	
	N/A	Rockwell Electronic Comm.	\$ 590.00	
2/14/2002	49	Service Master	\$ 3,431.11	
3/19/2002	83	Shrawfer, Kristen	\$ 46.33	
2/26/2002	119	Simulcik, Garrett P.	\$ 12.85	
	N/A	Skoczolek, Stephen J.		\$ 833.00
	N/A	Skuse, Robert D.		\$ 640.00
	N/A	Smith, Sheila M.		\$ 767.62
12/27/2001	36	Sperry & Hutchinson Company, Inc., The	\$ 1,642,675.82	
3/27/2002	117	DigiPress, Inc. dba Spire	\$ 94,036.03	

Exhibit B to Order on First Omnibus Objection to Claims

<i>Claim Date</i>	<i>Claims Register Number</i>	<i>Claimant</i>	<i>Allowed Unsecured Non-Priority Claim</i>	<i>Allowed Unsecured Priority/Secured Claim</i>
	N/A	Staples	\$ 57.00	
	N/A	Stover, Jay L.	\$ 70.00	
	N/A	Sunguard Shareholder Sys.		\$ 35,075.16
3/8/2002	74	Touch America	\$ 10,447.79	
	N/A	United States Postal Service	\$ 375.00	
2/6/2003	N/A	Universal Service Administrative Company	\$ 34,175.46	
2/6/2003	N/A	Universal Service Administrative Company		\$ 35,249.07
	N/A	Verisign Digital ID	\$ 895.00	
	N/A	Veritas	\$ 1,594.95	
3/21/2002	87	Operating Telephone Subsidiaries of Verizon Communication, Inc.	\$ 1,648,828.15	
	N/A	Wattage Monitor	\$ 275.00	
	N/A	Wayne's Express	\$ 110.25	
	N/A	Weston Adams Law Firm	\$ 300.00	
	N/A	Worldwide Express	\$ 1,628.41	
	N/A	Yankee Group, The	\$ 29,100.00	
	N/A	Yuen, Peter W.		\$ 300.00
	N/A	Zucchi, Thomas P.		\$ 847.50

Exhibit C to Order on First Omnibus Objection to Claims

<i>Claim Date</i>	<i>Claims Register No.</i>	<i>Claimant</i>	<i>TOTAL AMOUNT OF CLAIM (As Filed)</i>	<i>Claim Objection Code</i>	<i>General Unsecured Portion</i>	<i>Priority Portion</i>	<i>Proposed Allowed Unsecured Non-Priority Claim</i>	<i>Proposed Allowed Unsecured Priority Claim</i>	<i>Recommended Disposition</i>
8/16/2004 (Amended)	90	Chase, C. David	\$ 1,302,602.73	B, H, K	\$ 102,602.73	\$ 1,200,000	\$0.00	\$0.00	Consolidate with Adversary Proceeding No. 02-1429-WCH
8/16/2004 (Amended)	89	Stone, Alan R.	\$ 926,651.00	B, H, K	\$ 26,651.00	\$ 900,000	\$0.00	\$0.00	Consolidate with Adversary Proceeding No. 02-1429-WCH
3/21/2002	86	RNK, Inc.	\$ 5,310.50	K	\$ 5,310.50	\$0.00	\$0.00	\$0.00	Evidentiary Hearing

EXHIBIT D


UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

_____)	
In re)	
SERVISENSE.COM, INC.,)	Chapter 11
)	Case No. 01-16539-WCH
Debtor.)	
_____)	

ORDER ON SECOND OMNIBUS OBJECTION TO CLAIMS

This matter having come before the Court for preliminary hearing on this 15th day of September 2004 on the *Second Omnibus Objection to Claims and Request for Preliminary Hearing* (the "Second Claim Objection"), timely filed by Craig R. Jalbert, Liquidating Supervisor of ServiSense.com, Inc., and the Court having found all claimants and all other parties entitled to notice having been properly served with a copy of the Second Claim Objection and given sufficient notice of the response deadline and date of the hearing thereon, it is hereby:

ORDERED, that, no timely responses having been filed, or the Liquidating Supervisor's objection having otherwise been withdrawn, the Liquidating Supervisor's objections not withdrawn are hereby **SUSTAINED**, and the claims set forth on Exhibit A hereto are hereby allowed in the amounts set for therein.


William C. Hillman
United States Bankruptcy Judge

Dated: September 14, 2004

Exhibit A to Order on Second Omnibus Claim Objection

<u>State/Entity</u>	<u>Type Of Tax</u>	<u>Time Period</u>	<u>Nos.</u>	<u>Allowed Claim</u>
State of Connecticut			29,61	
	Sales and Use Tax	Q4 12/1999		0.00
	Sales and Use Tax	Q1 3/2000		0.00
	Sales and Use Tax	Q2 6/2000		0.00
	Sales and Use Tax	Q3 9/2000		0.00
	Sales and Use Tax	Q2 6/2001		0.00
	Sales and Use Tax	Q3 9/2001		0.00
	Corporate Tax	12/2000		0.00
State of Kentucky			UK	
	Sale and Use Tax	Q1 2001		0.00
	Sale and Use Tax	Q2 2001		0.00
	Sale and Use Tax	Q3 2001		0.00
State of Maryland			UK	
	Franchise Tax	1/01-8/19/01		0.00
State of Michigan			22, 23, 96, 100, 120	
	Sales and Use Tax	1/1/01 - 3/31/01		0.00
	Sales and Use Tax	4/1/01 - 6/30/01		0.00
State of Mississippi			18, 20	
	Sales and Use Tax	Q1 2001		0.00
	Sales and Use Tax	Q2 2001		0.00
State of New York			40, 54	
	Corporate Income	12/2000		0.00
State of Pennsylvania			26, 38	
	Corporate Tax	12/2000		0.00
	Corporate Tax	1/1/2001 - 8/19/2001		0.00
	Corporate Tax	8/2001		0.00
	Corporate Tax	12/2001		0.00
Internal Revenue Service			45, 46, 125,	
	Penalties and Interest			49,962.20

EXHIBIT E

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

In re)	
)	
SERVISENSE.COM, INC.,)	Chapter 11
)	Case No. 01-16539-WCH
Debtor.)	

**ORDER AUTHORIZING AND APPROVING INTERIM
DISTRIBUTION OF POST-CONFIRMATION ESTATE PROPERTY TO HOLDERS OF
ALLOWED UNSECURED NONPRIORITY PREPETITION CLAIMS**

The *Motion for Order Authorizing and Approving Interim Distribution of Post-Confirmation Estate Property to Holders of Allowed Unsecured Nonpriority Prepetition Claims* (the “Motion”) filed by Craig R. Jalbert, the Liquidating Supervisor of ServiSense.com, Inc. (the “Debtor”), having come before the Court, due and sufficient notice and an opportunity for hearing having been given to all parties in interest, all objections to the Motion having been withdrawn or otherwise overruled, it is hereby

FOUND that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a) and 1334(a), that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it is further

FOUND that service of the Motion was good and sufficient under the circumstances; and it is further

FOUND that no persons, entities, or governmental units, other than the holders of allowed, Class 3, unsecured nonpriority claims (“Allowed Claims”), hold any valid claims of any kind, nature, or priority against (a) the Liquidating Supervisor or his surety, (b) the Debtor, (c) the Debtor’s post-confirmation estate (the “Post-Confirmation Estate”), or (d) the property of the Post-Confirmation Estate.

NOW THEREFORE, it is hereby **ORDERED, ADJUDGED, and DECREED** that

1. The Motion is **GRANTED** in its entirety and in all respects;

2. The Liquidating Supervisor is hereby authorized and directed to make an interim distribution to the holders of Allowed Claims in accordance with the schedule annexed to the Motion as Exhibit A;

3. Any and all persons, entities, or governmental units are hereby forever barred and estopped from asserting any postpetition claims of any kind, nature, or priority against (a) the Liquidating Supervisor or his surety, (b) the Debtor, (c) the Post-Confirmation Estate, or (d) the property of the Post-Confirmation Estate, including, without limitation, any taxing authorities or other governmental units that may seek to assert or assess so-called personal responsibility civil penalties or claims against the Liquidating Supervisor; and

4. The Liquidating Supervisor is hereby authorized and directed to make all subsequent distributions, if any, to the holders of Allowed Claims without further order of the Court and in accordance with the terms of the confirmed *Joint Liquidating Plan of Reorganization*.

SO ORDERED at Boston, Massachusetts on this _____ day of _____ 2005.

William C. Hillman
United States Bankruptcy Judge