

ORIGINAL

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
Richmond Division

RECEIVED-FISC

5 MAY 16 AM 10:15

In re:) Chapter 11
)
ELANTIC TELECOM, INC.,) Case No. 04-36897-DOT
)
Debtor)

COMMISSION
CLERK

**NOTICE OF (A) ENTRY OF CONFIRMATION ORDER AND
(B) DEADLINES/PROCEDURES ASSOCIATED WITH THE SAME**

PLEASE TAKE NOTICE that the above referenced debtor and debtor-in-possession (the "Debtor") filed a plan of reorganization dated March 9, 2005 (the "Plan"). A copy of the Plan was previously provided to you. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Plan. On April 28, 2005, the Bankruptcy Court entered an order confirming the Plan as modified (the "Confirmation Order"). A copy of the Confirmation Order is provided herewith. The Effective Date of the Plan is May 9, 2005.

You should review the Plan and the Confirmation Order. The information provided herein is merely a summary of certain provisions of the Plan and the Confirmation Order. The Plan, as approved by the Confirmation Order, provides certain deadlines, including but not limited to the following:

ALL PERSONS SEEKING AN AWARD BY THE BANKRUPTCY COURT OF A FEE CLAIM INCURRED THROUGH AND INCLUDING THE EFFECTIVE DATE SHALL, UNLESS OTHERWISE ORDERED BY THE BANKRUPTCY COURT: (I) FILE THEIR RESPECTIVE FINAL APPLICATIONS FOR ALLOWANCE OF COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT OF EXPENSES INCURRED BY THE DATE THAT IS NO LATER THAN FORTY-FIVE (45) DAYS AFTER THE EFFECTIVE DATE, UNLESS SUCH DATE IS EXTENDED BY THE BANKRUPTCY COURT; AND (II) EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, BE PAID IN FULL IN SUCH AMOUNTS AS ARE APPROVED BY THE BANKRUPTCY COURT UPON THE LATER OF (A) THE DATE UPON WHICH THE ORDER RELATING TO ANY SUCH FEE CLAIM IS ENTERED OR (B) UPON SUCH OTHER TERMS AS MAY BE MUTUALLY AGREED UPON BETWEEN THE HOLDER OF SUCH FEE CLAIM AND THE DEBTOR OR, ON AND AFTER THE EFFECTIVE DATE, THE REORGANIZED DEBTOR.

PROOFS OF ADMINISTRATIVE EXPENSE CLAIMS AND REQUESTS FOR PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS THAT HAVE ARISEN ON OR AFTER JULY 19, 2004 MUST BE ELECTRONICALLY FILED, ON OR BEFORE FORTY-FIVE (45) DAYS AFTER THE EFFECTIVE DATE, WITH THE COURT

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- MMS _____
- RCA _____
- SCR _____
- SEC 1
- OTH Grant

Lynn L. Tavenner, Esquire (Va. Bar No. 30083)
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Counsel for the Debtor

DOCUMENT NUMBER-DATE

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FISC COMMISSION CLERK

AND SERVED ON (A) PAULA S. BERAN, ESQUIRE, COUNSEL FOR THE REORGANIZED DEBTOR, 20 NORTH EIGHTH STREET, SECOND FLOOR, RICHMOND, VIRGINIA 23219 AND (B) LEE BARNHILL, ESQUIRE, ASSISTANT UNITED STATES TRUSTEE, 600 EAST MAIN STREET, SUITE 301, RICHMOND VIRGINIA 23219. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NO PROOF OF ADMINISTRATIVE EXPENSE CLAIM OR APPLICATION FOR PAYMENT OF ANY ADMINISTRATIVE EXPENSE CLAIM NEED BE FILED FOR THE ALLOWANCE OF ANY: (I) EXPENSE OR LIABILITY INCURRED IN **THE ORDINARY COURSE OF THE REORGANIZED DEBTOR'S BUSINESSES** ON OR AFTER THE EFFECTIVE DATE; (II) ADMINISTRATIVE EXPENSE CLAIM HELD BY A TRADE VENDOR, WHICH ADMINISTRATIVE LIABILITY WAS INCURRED IN THE ORDINARY COURSE OF BUSINESS OF THE DEBTOR AND SUCH CREDITOR AFTER THE FILING DATE; (III) FEE CLAIMS OR (IV) FEES OF THE UNITED STATES TRUSTEE ARISING UNDER 28 U.S.C. § 1930. ANY PERSON THAT FAILS TO TIMELY FILE A PROOF OF ADMINISTRATIVE EXPENSE CLAIM OR REQUEST FOR PAYMENT SHALL BE FOREVER BARRED FROM ASSERTING SUCH CLAIM AGAINST THE DEBTOR, THE ESTATE, THE REORGANIZED DEBTOR OR THEIR PROPERTY AND THE HOLDER THEREOF SHALL BE ENJOINED FROM COMMENCING OR CONTINUING ANY ACTION, EMPLOYMENT OF PROCESS OR ACT TO COLLECT, OFFSET OR RECOVER SUCH ADMINISTRATIVE EXPENSE CLAIM.

IN THE EVENT THAT THE REJECTION OF AN EXECUTORY CONTRACT OR UNEXPIRED LEASE BY THE DEBTOR RESULTS IN DAMAGES TO THE OTHER PARTY OR PARTIES TO SUCH CONTRACT OR LEASE, A CLAIM FOR SUCH DAMAGES, IF NOT HERETOFORE EVIDENCED BY A FILED PROOF OF CLAIM, SHALL BE FOREVER BARRED AND SHALL NOT BE ENFORCEABLE AGAINST THE DEBTOR OR ITS PROPERTIES OR INTERESTS IN PROPERTY AS AGENTS, SUCCESSORS, OR ASSIGNS, UNLESS A PROOF OF CLAIM IS FILED WITH THE BANKRUPTCY COURT AND SERVED UPON COUNSEL FOR THE DEBTOR ON OR BEFORE THIRTY (30) DAYS AFTER THE ENTRY OF AN ORDER BY THE BANKRUPTCY COURT, WHICH MAY BE THE CONFIRMATION ORDER, AUTHORIZING REJECTION OF A PARTICULAR EXECUTORY CONTRACT OR LEASE.

Please govern yourselves accordingly

ELANTIC TELECOM, INC

By: /s/ Paula S. Beran
Counsel

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Counsel for the Debtor

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
Richmond Division

In re:) Chapter 11
)
ELANTIC TELECOM, INC.,) Case No. 04-36897-DOT
)
Debtor.)

**ORDER CONFIRMING AMENDED PLAN OF REORGANIZATION OF
ELANTIC TELECOM, INC. DATED MARCH 9, 2005 AS MODIFIED HEREIN**

Upon the Amended Plan of Reorganization of Elantic Telecom, Inc. (the "Plan") dated March 9, 2005, as represented/modified at or in connection with the hearing on confirmation thereof held on April 13, 2005 (the "Confirmation Hearing") which is (i) a further modified version of that certain Debtor's Plan of Reorganization which was filed on January 21, 2005 (the "Original Plan") and (ii) described on the record of the Confirmation Hearing and upon a full and complete record of the Confirmation Hearing and all matters and proceedings heretofore part of the record of this Chapter 11 Case; and after due deliberation and sufficient cause appearing therefore;

THE COURT FINDS AND CONCLUDES:

1. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

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Counsel for the Debtor

2. This Bankruptcy Court has jurisdiction over this Case pursuant to 28 U.S.C. §§ 157 and 1334. Venue of the Chapter 11 Case in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L), and this Bankruptcy Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed. This Court shall retain jurisdiction over this Case as set forth in the Plan and herein.

3. On January 21, 2005, the Debtor filed the Original Plan. On March 9, 2005, the Debtor filed the Plan.

4. On March 11, 2005 pursuant to (a) the terms of the Order Approving Disclosure Statement and Fixing Hearing on Confirmation and Times for Filing Objections to Confirmation and Acceptances or Rejections of Plan (the "Disclosure Statement Order") and (b) § 1125 of the Bankruptcy Code, the Debtor solicited acceptance of the Plan. Specifically, Ballots were transmitted to Holders of Claims and Equity Interests in classes eligible to vote in accordance with the Disclosure Statement Order.

5. The Plan promulgated certain Market Value Procedures, which delineated a method to ensure that any new value contribution under the Plan was adequately quantified at the prevailing market rate and that the highest and best offer for the Debtor's assets or the equity of the Reorganized Debtor was received. It provided as an alternative to retention of equity by the pre-petition holders of Interests in the Debtor a sale of all assets of the Debtor, free of all liens, claims and encumbrances, to any third party buyer willing to pay more to creditors than the Holders of pre-petition Interests in the Debtor. As a result, bids were solicited by the Debtor pursuant to the Market Value Procedures and an auction was conducted on April 11, 2005, at

which TelCove, Inc. and ENI participated as bidders. At the conclusion of this auction, the Debtor, in consultation with the Committee, determined that the highest and best offer was submitted by existing Equity, ENI, in such an amount that will result in a guaranteed distribution to General Unsecured Creditors of 62% of the Allowed amount of such Claims.

6. On April 12, 2005, in accordance with Local Rule 3016-1(D), the Debtor filed the Summary of Ballots with the Bankruptcy Court (the "Ballot Summary").

7. As delineated on the Ballot Summary, the Plan was accepted by all the classes of creditors whose acceptances are required by law.

8. Creditors and/or other parties-in-interest filed the following objections to the Plan: Objection of the City of Norfolk to Confirmation of Plan of Reorganization and Memorandum in Support Thereof, Objection of Time Warner Telecom Holdings, Inc. to Confirmation of Debtor's Plan of Reorganization, Objection to Confirmation of the Debtor's Amended Plan of Reorganization by various municipalities in Texas, Objection to Confirmation of Arlington County, Virginia, Dominion Resources, Inc. and Affiliates Objection to Proposed Cure Amounts and Statement in Response to Debtor's Amended Plan of Reorganization, Objection by Hallimar Properties, Inc. to Confirmation of Plan with Respect to (i) Treatment of Claim and (ii) Designated Cure Amount, Objection of the County of Hanover, Virginia to Confirmation of Debtor's Amended Plan of Reorganization and Memorandum in Support Thereof, Objection to Confirmation of Plan, Including to Assumption and Assignment of Level 3's IRA Agreement, Creditor, FPL Fibernet's, Objection to Confirmation of Debtor's Plan of Reorganization, Objection of Cavalier Telephone, LLC to Designated Cure Amounts and Conditional Objection to Debtor's Amended Plan of Reorganization, Protective Objection of the Operating Telephone

Company Subsidiaries of Verizon Communications Inc. and Verizon Global Networks Inc. to Confirmation of Debtor's Amended Plan of Reorganization and Assumption of Contracts, and Initial Objection of TelCove, Inc. To Confirmation of the Debtor' Amended Plan of Reorganization (the "TelCove Objection") (collectively the "Confirmation Objections"). In addition, parties-in-interest filed the following objections to proposed cure amounts and/or issues related to Executory Contracts: Protective Objection of the Operating Telephone Company Subsidiaries of Verizon Communications Inc. and Verizon Global Networks Inc. to Confirmation of Debtor's Amended Plan of Reorganization and Assumption of Contracts, Objection to Designated Cure Amount and Motion to Compel the Rejection of Certain Executory Contract Pursuant to 11 U.S.C. § 365, Or In the Alternative to Cure Default and Assume Executory Contract and Provide Adequate Assurance and Memorandum In Support Thereof filed by the City of Norfolk, Objection of Time Warner Telecom Holdings, Inc. to Assumption of Executory Contract, Dominion Resources, Inc. and Affiliates Objection to Proposed Cure Amounts and Statement in Response to Debtor's Amended Plan of Reorganization, Objection by Hallimar Properties, Inc. to Confirmation of Plan with Respect to (i) Treatment of Claim and (ii) Designated Cure Amount, Objection of Cavalier Telephone, LLC to Designated Cure Amounts and Conditional Objection to Debtor's Amended Plan of Reorganization, Dominion Resources, Inc. and Affiliates' Objection to Proposed Assumption or Assumption and Assignment of Dominion Contracts Based on Debtor's and/or Assignee's Failure to Provide Adequate Assurance of Future Performance, and FPL Fibernet's Objection to Proposed Assumption or Assumption and Assignment of its Executory Contracts (collectively, the "Contract Objections").

9. At the Confirmation Hearing, the Debtor, through counsel, represented that it had

resolved all of the Confirmation Objections with the exception of the TelCove Objection and that, as a result, the Debtor intended to modify the Plan through the terms of this Order. At the Confirmation Hearing, the Debtor, through counsel, summarized the terms of the Plan.

10. At the Confirmation Hearing, both documentary and testamentary evidence were presented in support of confirmation of the Plan. No evidence, documentary, testamentary, by way of judicial notice or otherwise was offered in opposition to confirmation.

11. Proper notice of the Confirmation Hearing, the Plan and the payment provisions under the Plan were provided to all creditors and parties in interest as required by the Disclosure Statement Order, and such notice is adequate and sufficient under the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") including but not limited to § 1128 of the Bankruptcy Code, Bankruptcy Rules 2002(b), 3017 and 3020(b) and other applicable law and rules.

12. Votes to accept and reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Disclosure Statement Order, all other applicable rules, laws and regulations and industry practice. The Plan has been accepted by all the classes of creditors whose acceptances are required by law.

13. As set forth below, the Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying § 1129(a)(1) of the Bankruptcy Code.

A. Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). In addition to Administrative Claims and Priority Tax Claims, which do not necessarily need to be designated, the Plan designates eight (8) additional classes of Claims and Equity Interests. The Claims and

Equity Interests placed in each class are substantially similar to other Claims and Equity Interests, as the case may be, in each such class. Valid business, factual and legal reasons exist for separately classifying the various classes of Claims and Equity Interests created under the Plan, and such classes do not unfairly discriminate between holders of Claims and Equity Interests. The Plan satisfies §§ 1122 and 1123(a)(1) of the Bankruptcy Code.

B. Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)). Article III of the Plan properly classifies those classes that are Unimpaired under the Plan, thereby satisfying § 1123(a)(2) of the Bankruptcy Code.

C. Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). The Plan identifies and properly classifies those classes that are Impaired under the Plan, thereby satisfying § 1123(a)(3) of the Bankruptcy Code.

D. No Discrimination (11 U.S.C. § 1123(a)(4)). The Plan provides for the same treatment by the Debtor for each Claim or Equity Interest in each respective class unless the Holder of a particular Claim or Equity Interest has agreed to a different treatment of such Claim or Equity Interest, thereby satisfying § 1123(a)(4) of the Bankruptcy Code.

E. Implementation of Plan (11 U.S.C. § 1123(a)(5)). The Plan and this Confirmation Order provide adequate and proper means for the Plan's implementation, thereby satisfying § 1123(a)(5) of the Bankruptcy Code.

F. Prohibition Against Non-Voting Securities (11 U.S.C. § 1123(a)(6)). Section 1123(a)(6) of the Bankruptcy Code is not applicable to the Plan.

G. Designation of Officers, Directors or Trustees (11 U.S.C. § 1123(a)(7)). The Plan identifies officers and directors of the Reorganized Debtor after the Effective Date. Thus, the Plan complies with § 1123(a)(7) of the Bankruptcy Code.

14. The Debtor has complied with the applicable provisions of the Bankruptcy Code.

thereby satisfying § 1129(a)(2) of the Bankruptcy Code. Specifically, the Debtor is a proper debtor under § 109 of the Bankruptcy Code and is a proper plan proponent under § 1121(a) of the Bankruptcy Code. The Debtor has complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of this Bankruptcy Court. The Debtor has satisfactorily complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order in transmitting the Plan, the Disclosure Statement, the Ballots, the notice of the Confirmation Hearing and related documents and notices and in soliciting and tabulating votes on the Plan. The Plan has been accepted by Creditors holding in excess of two-thirds in amount and one-half in number of the Allowed Claims in each Impaired Class entitled to vote.

15. The Debtor has proposed the Plan in good faith and not by any means forbidden by law, thereby satisfying § 1129(a)(3) of the Bankruptcy Code. In determining that the Plan has been proposed in good faith, this Court has examined the totality of the circumstances surrounding the filing of this Chapter 11 Case. The Debtor's good faith is further demonstrated by the facts and records of this case, the Disclosure Statement and the hearing thereon and the record of the Confirmation Hearing and other proceedings held in this Case. The Plan was proposed with the legitimate and honest purpose of maximizing the value of the Debtor's Estate. The Plan is the product of extensive, arm's length negotiations among the Debtor, the Committee, Equity and many other creditors and each of the parties' respective counsel and other professionals. The Plan reflects the results of these negotiations and the interests of the Estate's constituencies. The Debtor, the Committee and each member of the Committee when acting as a Committee member, Cavalier Telephone, Equity, the Investors, MBBC and the

officers, directors, employees, affiliates, attorneys, investment bankers, restructuring consultants and financial advisors of each of the foregoing, have acted in good faith, as applicable, in connection with the management and operation of the Debtor and the formulation, negotiation, proposal and implementation of the Plan, including specifically the Market Value Procedures and the auction of April 11, 2005, and every contract, instrument, document or other agreement related thereto.

16. Any payment made or to be made by the Debtor for services or for costs and expenses in or in connection with the Chapter 11 Case, or in connection with the Plan and incident to this Case, has been approved by, or is subject to the approval of, the Bankruptcy Court as reasonable, thereby satisfying § 1129(a)(4) of the Bankruptcy Code.

17. The Plan identifies officers and directors of the Reorganized Debtor after the Effective Date. The identity of each Insider who will be employed or retained by the Debtor and his or her compensation has been fully disclosed. The Plan provides for appointment of officers and directors in a manner consistent with public policy. Accordingly, the Plan satisfies § 1129(a)(5) of the Bankruptcy Code. •

18. No regulatory approval was cited as necessary, and the Plan does not provide for the changes in any rates subject to regulatory approval. Accordingly, the Plan satisfies § 1129(a)(6) of the Bankruptcy Code.

19. The Plan satisfies § 1129(a)(7) of the Bankruptcy Code. Each Holder of a Claim or interest in an Impaired class of Claims or interests has accepted the Plan, or will receive or retain under the Plan property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive if the Debtor was liquidated under Chapter 7 of the

Bankruptcy Code.

20. Based upon the Ballot Summary, the representations by Debtor's counsel, and the evidence adduced at the Confirmation Hearing, the Plan is confirmable because the Plan satisfies § 1129(a)(8) of the Bankruptcy Code; the Plan has been accepted by all the classes of creditors whose acceptances are required by law. In the event that this Court and/or an appellate court were to determine at a later date and that the Plan was not accepted by all the classes of creditors whose acceptance was necessary to satisfy § 1129(a)(8) of the Bankruptcy Code, the Plan is nonetheless confirmable because the provisions of § 1129(b) of the Bankruptcy Code have been satisfied as provided below.

21. The treatment of Administrative Claims, Priority Tax Claims and other Priority Claims pursuant to the Plan satisfies the requirements of § 1129(a)(9)(A), (B) and (C) of the Bankruptcy Code. Specifically, creditors holding Claims entitled to priority pursuant to § 507 of the Bankruptcy Code are being paid as required by law or have agreed to treatment otherwise.

22. At least one class of Claims against the Debtor that is Impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any Insider, thus satisfying the requirements of § 1129(a)(10) of the Bankruptcy Code.

23. Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor, and such liquidation or reorganization is not proposed in the Plan; accordingly, the Plan satisfies the requirements of § 1129(a)(11) of the Bankruptcy Code.

24. All fees payable under 28 U.S.C. § 1930 have been paid or the Plan provides for payment of all such fees continuing until the Case is closed; accordingly, the Plan satisfies the

requirements of § 1129(a)(12) of the Bankruptcy Code.

25. Section 1129(a)(13) of the Bankruptcy Code is inapplicable since the Debtor does not maintain retiree benefits as contemplated by § 1114 of the Bankruptcy Code.

26. Based upon the evidence proffered, adduced or presented by the Debtor at the Confirmation Hearing, the Plan does not discriminate unfairly and is fair and equitable with respect to any rejecting Classes, as required by § 1129(b)(1) and (2) of the Bankruptcy Code. Thus, the Plan may be confirmed notwithstanding § 1129(a)(8) of the Bankruptcy Code. Upon confirmation of the Plan and the occurrence of the Effective Date, the Plan shall be binding upon the members of any rejecting Classes.

27. The Plan does not discriminate unfairly with respect to any class of Claims or Interests that is impaired under the Plan. Class Two is the only class of Secured Claims. Members of this class are the Investors, and are sponsors of the Plan. Their treatment under the Plan is as they have agreed. As to each class of Unsecured Claims, the Court finds that the Plan provides no holder of any Claim or Interest that is junior to any class will retain or receive under the Plan on account of such junior Claim or Interest.

28. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of § 5 of the Securities Act of 1933, as amended; accordingly, the Plan complies with § 1129(d) of the Bankruptcy Code.

29. As to each Executory Contract and/or Unexpired Lease of the Debtor which is being assumed as part of the Plan, the Plan provides the non-Debtor party to the contract or lease with the treatment provided for by § 365(b) of the Bankruptcy Code.

30. In summary, the Debtor has satisfied the burden of proving the elements of §

1129(a) and (b) of the Bankruptcy Code by a preponderance of evidence, which is the applicable evidentiary standard in this Bankruptcy Court for Confirmation of the Plan.

31. Any modifications to the Plan set forth in this Confirmation Order constitute technical modifications and/or modifications with respect to particular Claims by agreement with the Holders of such Claims and do not adversely alter the treatment of any other Claims or Equity Interests. Accordingly, pursuant to Bankruptcy Rule 3019, these modifications do not require additional disclosure under § 1125 of the Bankruptcy Code or resolicitation of votes under §1126 of the Bankruptcy Code, nor do they require that Holders of Claims or Equity Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

32. Based on the record before the Bankruptcy Court in this Chapter 11 Case, the Debtor, the Committee, and their respective officers, directors, employees, members, agents, advisors, counsel or other professionals have acted in "good faith" within the meaning of § 1125(e) of the Bankruptcy Code in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with and related to the formulations, negotiation, solicitation, implementation, confirmation and consummation of the Plan, the Plan Documents, the Disclosure Statement and their participation in the activities described in § 1125 of the Bankruptcy Code, and are entitled to the protections afforded by § 1125(e) of the Bankruptcy Code and the limitations of liability set forth in the Plan.

33. Pursuant to Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided under, described in, contemplated and/or implemented by the Plan, the releases, exculpations and injunctions described in Article VII of the Plan constitute integral

elements of good faith compromises and settlements of the matters covered thereby. Such compromises and settlements are made in exchange for consideration and are in the best interests of Holders of Claims, are within the reasonable range of possible litigation outcomes, are fair, equitable and reasonable and are essential elements of the resolution of the Chapter 11 Case in accordance with the Plan. The releases, exculpations and injunctions are being given in return for the consideration that the released parties have provided in the Chapter 11 Case as a whole. The releases and injunctions given are justified under Bankruptcy Rule 9019 standards and the relevant cases regarding releases and injunctions under a chapter 11 plan. Each of the release, exculpation and injunction provisions: (i) falls within the jurisdiction of this Bankruptcy Court under 28 U.S.C. §§ 1334(a), (b) and (d); (ii) is an essential means of implementing the Plan pursuant to Bankruptcy Code § 1123(a)(5); (iii) is an integral element of the transactions incorporated in the Plan; (iv) confers material benefit on, and is in the best interests of the Debtor, its Estate and its creditors; (v) is important to the overall objectives of the Plan; and (vi) is consistent with § 105, 1123, 1129 and other applicable provisions of the Bankruptcy Code. The failure to approve the release, exculpation and injunction provisions of the Plan would impair the Debtor's ability to confirm the Plan.

34. The Equity Final Proposed Contribution pursuant to which ENI agreed to contribute any and all amounts necessary to make the payments required under the Plan, including a sixty-two percent guaranteed distribution to General Unsecured Creditors on account of their Allowed Claims is the highest and best offer for the assets of or equity in the Reorganized Debtor pursuant to the Market Value Procedures. This New Value Contribution and the Market Value Procedures that gave rise to the establishment of the amount thereof cause

the Court to find that the Interests will not receive or retain on account of such Interests any property under the Plan in contravention of the requirements of law..

35. No further action of this Court or the respective directors or Equity of the Debtor will be required to authorize the Debtor to enter into, execute and deliver, or adopt, as the case may be, the documents necessary to implement the provisions of the Plan.

36. This Bankruptcy Court may properly retain jurisdiction over the matters set forth in Article VIII of the Plan, § 1142 of the Bankruptcy Code and this Confirmation Order.

FINDING THAT THE PLAN IS CONFIRMABLE BASED UPON, AMONG OTHER THINGS ALL OF THE ABOVE-STATED FINDINGS OF FACT AND CONCLUSIONS OF LAW, AND GOOD CAUSE APPEARING THEREFOR, THE COURT HEREBY ORDERS THAT:

1. Bankruptcy Rule 7052. The findings of this Court set forth above and the conclusions of law stated herein and on the record at the Confirmation Hearing, shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and vice versa.

2. Technical Amendments. The modifications and clarifications to the Plan set forth herein meet the requirements of §§ 1127(a) and (c) of the Bankruptcy Code, such modifications and clarifications do not adversely change the treatment of the Claim of any Creditor or Equity Interest of any Holder thereof within the meaning of Bankruptcy Rule 3019, and no further disclosure, solicitation or voting is required. In addition to other modifications as provided herein, the Plan is hereby modified as follows:

A. Any and all references to Exhibits to Disclosure Statement shall include any and all amendments made to the same.

B. "MBBC Claim" shall be refined as General Unsecured Claim of MBBC asserted against the Debtor in the Allowed amount of \$8,000,000.00 as approved by the Bankruptcy Court Order dated March 31, 2005.

C. "Tax Claim" shall be refined as a Claim under § 507(a)(8) of the Bankruptcy Code, specifically excluding any assessed penalty. Related penalties are General Unsecured Claims.

D. Article II(D) of the Plan shall be deleted in its entirety and replaced with the following: "Administrative Expenses incurred by the Debtor or the Reorganized Debtor after the Effective Date, including (without limitation) expenses of professionals, shall not be subject to application and may be paid by the Reorganized Debtor in the ordinary course of business without further Bankruptcy Court approval."

E. References in the Plan to "Contract" and/or "Executory Contract" shall include "Leases" where appropriate.

F. References in the Plan to "Debtor" shall include "Reorganized Debtor" where appropriate.

3. Confirmation Objections. Except as otherwise expressly provided herein, to the extent that any of the Confirmation Objections have not been formally withdrawn prior to the entry of this Order, all such Confirmation Objections including but not limited to the TelCove Objection are overruled. The Contract Objections have been resolved or addressed as stated on the record at the Confirmation Hearing.

4. Confirmation. The Plan, as modified herein, is hereby approved and confirmed under § 1129 of the Bankruptcy Code. The terms of the Plan as modified herein are incorporated herein by reference and are an integral part of the Plan and this Confirmation Order, and as further delineated herein, are binding upon the Debtor, all of its creditors, parties in interest and all equity security Holders affected thereby.

5. Other Plan Documents. Any Plan exhibit and any amendments, modifications, and supplements thereto, all documents and agreements related thereto or relating to consummation and implementation of the Plan and any other documents and agreements introduced into evidence by the Debtor at the Confirmation Hearing (including all exhibits and attachments thereto and documents referred to therein) or any document referenced by the Debtor at the Confirmation Hearing (collectively, the "Plan Documents"), and the execution, delivery, and performance thereof by the Debtor are authorized and approved. Without need for further order or authorization of the Bankruptcy Court, the Debtor or the Reorganized Debtor, as applicable, is authorized and empowered to make any and all modifications to any and all documents included to any of the Plan Documents that do not materially modify the terms of such documents and are consistent with the Plan.

6. Provisions Of Plan And Confirmation Order Nonseverable And Mutually Dependent. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are nonseverable and mutually dependent.

7. Matters Relating To Implementation Of the Plan: Authorizations. The approvals and authorizations specifically set forth in this Confirmation Order are nonexclusive and are not intended to limit the authority of the Debtor or Reorganized Debtor or any officer thereof to take

any and all actions necessary or appropriate to implement, effectuate and consummate any and all documents or transactions contemplated by the Plan or this Confirmation Order. The Bankruptcy Court authorizes the Debtor to consummate the Plan after entry of this Confirmation Order. The Debtor is authorized to execute, acknowledge, and deliver such deeds, assignments, conveyances, and other assurances, documents, instruments of transfer, uniform commercial code financial statements, trust agreements, mortgages, indentures, security agreements, and bills of sale and to take such other actions as may be reasonably necessary to perform the terms and provisions of the Plan, all transactions contemplated by the Plan, and all other agreements related thereto.

8. Classification Controlling. The classifications of Claims and Equity Interests for purposes of the distributions to be made under the Plan shall be governed solely by the terms of the Plan. The classifications set forth on the Ballots tendered to or returned by the Debtor's Creditors in connection with voting on the Plan (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan, (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims and Equity Interests under the Plan for distribution purposes and (c) shall not be binding on the Debtor or the Reorganized Debtor.

9. Means of Execution. With the exception of the VTel Assigned Fiber and Related Assets, the Reorganized Debtor shall retain all Estate Property in accordance with Bankruptcy Code § 1123(a)(5)(A), subject to all liens of record as of the Filing Date (the validity, extent and priority of which are subject to determination by the Court except as otherwise provided in the Plan), which shall secure to Holder of such liens only payments due under the Plan. Any

defaults as of the Filing Date, including liability of third parties, for obligations of the Debtor as they existed on the Filing Date whether or not reduced to judgment are cured by the provisions of the Plan, and such defaults shall be enforceable against the Reorganized Debtor or any third party only should the Reorganized Debtor default on its obligations under this Plan. Pursuant to 11 U.S.C. § 347, Unclaimed Funds shall become property of the Reorganized Debtor.

10. Equity Final Proposed Contribution. Equity's final offer to contribute any and all amounts necessary to make the payments required under the Plan, including a sixty-two percent guaranteed distribution for Allowed Claims of General Unsecured Creditors, is hereby approved and accepted as the highest and best offer pursuant to the Market Value Procedures. Equity is hereby directed to make said contribution under the terms provided for in the Plan as modified herein on the Effective Date. In exchange for said contribution, (a) Equity shall retain its Equity Interests and (b) the Reorganized Debtor shall retain substantially all of the Debtor's assets except as otherwise provided in the Plan.

11. Exemption From Certain Taxes And Recording Fees. Pursuant to § 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange of any security, or the making, delivery, filing or recording of any instrument under, or in connection with, the Plan shall not be taxed under any law imposing a recording tax, stamp tax, transfer tax or similar tax. Furthermore, and without limiting the foregoing, any transfers from the Debtor to the Reorganized Debtor or to any other Person pursuant to the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, sales or use tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment. All filing or recording officers (or any other

Person with authority over any of the foregoing), wherever located and by whoever appointed, shall comply with the requirements of § 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment. The Court shall retain specific jurisdiction with respect to these matters.

12. Executory Contracts and Unexpired Leases.

a. Generally - Except as otherwise provided herein, the Executory Contract and Unexpired Lease provisions of Article V of the Plan are approved. The revised exhibits addressing the Executory Contracts and Unexpired Leases as tendered at the Confirmation Hearing and as submitted electronically to this Court are hereby accepted and incorporated into the Plan. Except (a) as otherwise provided herein and (b) for any Executory Contract or Unexpired Lease that prior to the Confirmation Hearing was (i) assumed or rejected pursuant to Final Order of the Bankruptcy Court, (ii) included on the Contract Rejection Schedule or (c) the subject of a separate then-pending motion filed under § 365 of the Bankruptcy Code by the Debtor, all Executory Contracts and Unexpired Leases shall be assumed upon the Effective Date pursuant to Bankruptcy Code §§ 365 and 1123(b)(2).

b. Cure - Any cure Claim arising from the assumption and assignment of an Executory Contract or Unexpired Lease pursuant to an Order of the Bankruptcy Court entered prior to, or in connection with the Confirmation Order, to the extent not subject to an objection or agreement between the Debtor and the non-debtor party to such contract, is hereby deemed to be fully satisfied by payment of the amount set forth in the applicable cure notice relating to such

contract. The Debtor or the Reorganized Debtor is hereby authorized to adjust the official claims register in this case to reflect such cure amount and to indicate that such Claims have been satisfied upon payment of the cure amount as provided herein. Any objections relating to cure Claims that are pending as of the date hereof will be resolved by separate order of this Court.

c. Dominion Resources, Inc. Reservation of Rights - Notwithstanding any language in this Order or the Plan to the contrary, all issues with respect to the objections of Dominion Resources, Inc. and affiliates relating to contract cure and adequate assurance of future performance are preserved in their entirety and shall be the subject of a separate order.

d. New York Reservation of Rights - The Debtor is a party to certain contracts with the New York State Department of Transportation (the "DOT") and the New York State Office for Technology (the "OFT") (collectively, the "New York Contracts"). Notwithstanding anything to the contrary herein or in the Plan, the New York Contracts shall not be assumed until such time as (i) all monetary and non-monetary defaults have been cured and (ii) the DOT, the OFT, the New York State Attorney General and the New York State Office of the Comptroller, as applicable, have consented in writing to the assumption; it being understood that the Debtor must comply with New York State's procedures and the requirements under New York State Finance Law for assignment of contracts.

e. City of Norfolk Reservation of Rights - The Debtor is a party to a certain contract with the City of Norfolk (the "Norfolk Contract"). A hearing on assumption of the Norfolk Agreement and the City's objections and motion to compel rejection is continued for a period of 60 days. During the 60-days continuance period, the Debtor or Reorganized Debtor will determine the linear feet of cable being operated, leased, and/or maintained in the City of

Norfolk, and inform the City in accordance with the terms of the Norfolk Agreement. If the linear footage is found to be less than the 45,000 linear feet estimated by the City of Norfolk, as accepted by the City of Norfolk, the Debtor or Reorganized Debtor will pay for the lesser footage found. If it is found that the actual linear footage is greater than the 45,000 linear feet estimated by the City of Norfolk, the Debtor or Reorganized Debtor will pay for the greater footage found. Payment is to be made within five business days following acceptance of the City of Norfolk of the Debtor's submission of linear footage, but in no event more than 60 days from entry of this Order. If no determination of actual footage is made by the Debtor, the Debtor or Reorganized Debtor will pay the demanded amount of \$56,000, which amount is based upon the estimate of 45,000 linear feet made by the City of Norfolk. The Debtor and Reorganized Debtor agree fully to comply with all terms of the Norfolk Agreement during and after the 60-day period. Payment in full of the \$56,000.00 shall be without recourse.

f. Descriptions Not Binding - Notwithstanding any language in the Debtor's descriptions of any of the Executory Contracts and/or Unexpired Leases in the Plan or Plan Documents, the language contained in the Executory Contracts and Unexpired Leases themselves shall control.

13. Payment Of Fees. All fees payable by the Debtor under 28 U.S.C. § 1930 and that are due and owing shall be paid on or before the Effective Date, and the Reorganized Debtor shall thereafter pay any statutory fees that come due until the Case is closed, converted or dismissed.

14. Professional Claims And Final Fee Applications. All Persons seeking an award by the Bankruptcy Court of a Fee Claim incurred through and including the Effective Date shall,

unless otherwise ordered by the Bankruptcy Court: (i) file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred by the date that is no later than forty-five (45) days after the Effective Date, unless such date is extended by the Bankruptcy Court; and (ii) except as otherwise provided in the Plan, be paid in full in such amounts as are approved by the Bankruptcy Court upon the later of (a) the date upon which the order relating to any such Fee Claim is entered or (b) upon such other terms as may be mutually agreed upon between the Holder of such Fee Claim and the Debtor or, on and after the Effective Date, the Reorganized Debtor.

15. Other Administrative Claims. All other Allowed Administrative Expense Claims shall be paid as provided in the Plan. Proofs of Administrative Expense Claims and requests for payment of Administrative Expense Claims that have arisen on or after July 19, 2004 must be electronically filed, on or before forty-five (45) days after the Effective Date, with the Court and served on (a) Paula S. Beran, Esquire, Counsel for the Reorganized Debtor, 20 N. 8th Street, Richmond, Virginia 23219 and (b) Lee Barnhill, Esquire, Assistant United States Trustee, 600 East Main Street, Suite 301, Richmond Virginia 23219. Notwithstanding anything to the contrary herein, no proof of Administrative Expense Claim or application for payment of any Administrative Expense Claim need be filed for the allowance of any: (i) expense or liability incurred in the ordinary course of the Reorganized Debtor's businesses on or after the Effective Date; (ii) Administrative Expense Claim held by a trade vendor, which administrative liability was incurred in the ordinary course of business of the Debtor and such creditor after the Filing Date; (iii) Fee Claims or (iv) fees of the United States Trustee arising under 28 U.S.C. § 1930. Any Person that fails to timely file a proof of Administrative Expense Claim or request for

payment shall be forever barred from asserting such Claim against the Debtor, the Estate, the Reorganized Debtor or their property and the Holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset or recover such Administrative Expense Claim.

16. Resolution Of Other Claims And Interests. Except as otherwise ordered by the Bankruptcy Court, any Claim or interest that is not an Allowed Claim shall be determined, resolved, or adjudicated in accordance with the terms of the Plan and this Confirmation Order. The Debtor or Reorganized Debtor, as the case may be, may (a) until sixty (60) days after the Effective Date (unless extended by Order of the Bankruptcy Court) file objections in the Bankruptcy Court to the allowance of any Claim or interest and/or (b) amend its schedules at any time before the Chapter 11 Case is closed.

17. Claims and Their Treatment. Allowed Claims of all other parties shall be paid or otherwise satisfied as provided in the Plan. Specifically, Allowed Claims of General Unsecured Creditors shall receive a guaranteed distribution of 62% of the amount of their Allowed Claims. Such distribution shall be made on the later of (i) the Distribution Date or (ii) the date on which such Claim becomes Allowed.

18. Effects of Confirmation. Except as otherwise specifically provided in or contemplated by this Confirmation Order, the Plan together with the Plan Document shall, in addition to the effects prescribed by Bankruptcy Code § 1141,

(a) Bind (i) the Debtor and (ii) all Holders of Claims and interests, whether or not they filed a Proof of Claim, whether or not they accepted the Plan and whether or not the Claim or interest of such Holder is impaired or Allowed under the Plan;

(b) Bind (i) the Debtor and (ii) other relevant Persons to the terms and conditions of the respective Executory Contracts and/or Unexpired Leases as amended by the Plan;

(c) Cure all defaults under the agreements between the Debtor and any third party. Unless and until there is an Event of Default under this Plan, a Holder of a Claim whose Claim is provided for herein shall not be entitled to pursue the Debtor, the Reorganized Debtor or its Collateral except as provided for herein; and/or

(d) Discharge as of the Effective Date all of the debts of, Claims against, Liens or encumbrances against and interests in the Debtor or the Reorganized Debtor, its assets, properties and Estate Property with respect to debts, Claims, Liens and interests, whether known or unknown, direct or indirect, which the Debtor or Reorganized Debtor or any creditor or interest holder of the Debtor, ever had, now or hereafter can, shall or may have, or succeed to, arising from, relating to, or in connection with, whether directly or indirectly, the Chapter 11 Case and the provisions of the Plan, which arose at any time prior to the Effective Date. On the Effective Date, as to every discharged Claim and interest, any Holder of such Claim or interest shall be precluded from asserting against the Debtor, either before or after reorganization, or against its assets, properties, or Estate Property, any other or further Claim or interest based upon any document, instrument, act, omission, transaction or other activity of any kind or nature that occurred before the Effective Date. In accordance with the Bankruptcy Code, the discharge provided by §§ 524 and 1141, *inter alia*, acts as an injunction against the commencement or continuation of any action, employment of process or act to collect, offset, enforce or recover the claims discharged hereby, or continue any action or proceeding to foreclosure or otherwise enforce any Lien, claim, encumbrance, mortgage, security agreement, deed of trust, assignment

or other instrument, the obligation or Claim for which, has been discharged and provided for in the Plan and the Confirmation Order. Specifically, any defaults as of the Filing Date whether or not reduced to judgment are cured as of the Confirmation Date and rights of creditors are subject to the terms of the Plan and this Confirmation Order. Creditors shall retain all rights, remedies and collateral, including rights against guarantors except as cured by the provisions herein, as described herein, which shall be enforceable against the Reorganized Debtor only if the Reorganized Debtor defaults on its obligations under the Plan.

19. Releases and Exculpation. The releases and exculpation provisions set forth in Article VII of the Plan are hereby approved in their entirety.

20. Injunctions Related to Releases and Exculpation. This Confirmation Order shall permanently enjoin, and it does hereby so enjoin, as of the Effective Date, the commencement or prosecution by any entity, whether directly or indirectly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities released pursuant to the Plan, including, but not limited to, the claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities released in Article VII of the Plan.

21. Injunction. Except as otherwise provided in the Plan or this Confirmation Order, all entities that have held, hold or may hold Claims against or Equity Interests in the Debtor are, as of the Effective Date, permanently enjoined from taking any actions against the Debtor, the Reorganized Debtor and/or any of their respective property on account of such Claims or Equity Interests, including, but not limited to, (a) commencing or continuing, in any manner or in any place, any action or other proceeding; (b) enforcing, attaching, collecting or recovering in any

manner any judgment, award, decree or order; (c) creating, perfecting or enforcing any lien or encumbrance; (d) asserting a setoff or right of subrogation of any kind against any debt, liability or obligation due to the Debtor or the Reorganized Debtor, except if such right of setoff or subrogation was previously asserted in a timely filed proof of claim or motion pending before the Bankruptcy Court prior to the Confirmation Date; and (e) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; *provided, however*, that nothing contained in the Plan or this Confirmation Order shall preclude such entities from exercising their rights pursuant to and consistent with the terms of the Plan.

22. Dissolution of the Committee. On the Effective Date, the Committee shall be dissolved except for such actions as are necessary to prepare, file and defend applications for payment of Fee Claims in accordance with the provisions of the Plan and this Confirmation Order. The Committee shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Case.

23. Substantial Consummation. The Plan shall be deemed to be substantially consummated on the one Business Day after the Distribution Date.

24. Controlling Provisions. In the event and to the extent that any provision of this Confirmation Order is determined to be inconsistent with any provision of the Plan or any Plan Document, such provision of the Confirmation Order shall control and take precedence in all respects.

25. Retention Of Jurisdiction. Pursuant to §§ 105(a), 1127 and 1142 of the Bankruptcy Code, and notwithstanding the entry of this Confirmation Order or the occurrence of

the Effective Date, the Court shall retain exclusive jurisdiction to:

- (a) Classify the Claim of any creditor and re-examine Claims which have been allowed for purposes of voting, and determine such objections as may be filed to such Claims.
- (b) Determine any and all applications for compensation and reimbursement of Fee Claims pursuant to Bankruptcy Code §§ 328, 330, 331 and 503(b).
- (c) To the extent authorized by the Bankruptcy Code and Federal Rules of Bankruptcy Procedure, modify the Plan or correct any defect, cure any omission, or reconcile any inconsistency in the Plan or the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan.
- (d) Determine any and all applications, adversary proceedings, and contested or litigated matters pending on the Confirmation Date or arising in or related to the Case.
- (e) Resolve matters pertaining to Executory Contracts and Unexpired Leases.
- (f) Determine matters concerning state, local and federal taxes pursuant to Bankruptcy Code §§ 106, 505, 1141 and 146.
- (g) Determine the validity, priority, enforceability and extent of all Claims, Liens, encumbrances, mortgages, security agreements, deeds of trust, assignments and other charges and levies which are, or become Liens or encumbrances on assets or Estate Property prior to Confirmation.
- (h) Hear and determine any objections to any Administrative Expenses, Priority Claims, Priority Tax Claims, General Unsecured Claims or requests to estimate any of the foregoing.
- (i) Resolve controversies and disputes regarding the interpretation of the Plan and/or this Confirmation Order.
- (j) Resolve controversies and disputes regarding payments or other distributions under the Plan.
- (k) Implement the provisions of the Plan and enter any Order in aid of Confirmation and consummation of the Plan including, without limitation, Orders to protect the Debtor, the Reorganized Debtor and assets and Estate Property from actions by creditors and/or interest Holders of the Debtor.
- (l) Enforce the rights of the Debtor and/or Reorganized Debtor under the Plan and

this Confirmation Order.

- (m) Determine any issue concerning the operation, scope or effect of the releases and exculpation provided in Article VII of the Plan.
- (n) Recover all assets of the Debtor and property of the Debtor's Estate, wherever located.
- (o) Enter a final decree closing the Case.
- (p) Take such action to enjoin interference with implementation of the Plan.

26 Notices. Notice required by the Plan, or given by any creditor or party in interest concerning the Plan, shall be to all of the following:

Brett R. Lindsey, President
Elantic Telecom, Inc.
2134 West Laburnum Avenue
Richmond, VA 23227
Telephone: (804) 422-4530
Facsimile: (804) 422-4599

With a copy to: Lynn L. Tavenner, Esquire
Paula S. Beran, Esquire
Tavenner & Beran, PLC
20 North Eighth Street, Second Floor
Richmond, VA 23219
Telephone: (804) 783-8300
Facsimile: (804) 783-0178

Lee Barnhill, Esquire
Office of the United States Trustee
600 East Main Street, Suite 301
Richmond, VA 23219
Telephone: (804) 771-2310
Telecopy: (804) 771-2330

27. Notice of Entry of Confirmation Order. On or before the tenth (10th) Business Day following the date of entry of this Confirmation Order, the Debtors shall serve notice of entry of this Confirmation Order pursuant to Bankruptcy Rules 2002(f)(7), 2002(k), and 3020(c) on all Creditors and Equity Interest Holders, the United States Trustee, and other parties in interest, by causing notice of entry of the Confirmation Order (the "Notice of Confirmation"), to be delivered to such parties by first-class mail, postage prepaid. The notice described herein is adequate under the particular circumstances and no other or further notice is necessary.

Enter: 4/28/05 /s/ Douglas O. Tice Jr.
CHIEF UNITED STATES BANKRUPTCY JUDGE

I ask for this:

/s/ Lynn L. Tavenner
Lynn L. Tavenner, Esquire (Va. Bar No. 30083)
Tavenner & Beran, PLC
20 North Eighth Street, Second Floor
Richmond, Virginia 23219
Telephone: (804) 783-8300
Telecopy: (804) 783-0178

Entered on Docket: 4/28/05

Counsel for the Debtor

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of April 2005, a true and correct copy of the Order Confirming Amended Plan of Reorganization of Elantic Telecom, Inc. dated March 9, 2005 as Modified Herein was served electronically and/or telecopy on the Office of the United States Trustee, counsel for the Official Committee of Unsecured Creditors, Elantic Networks Inc., MBBC, TelCove, Inc., Dominion Resources, Inc., City of Norfolk, Virginia, Time Warner Telecom Holdings, Inc., County of Arlington, Virginia, Hallimar Properties, Inc., County of Hanover, Virginia, Level 3 Communications, LLC, FPL Fibernet, LLC, Cavalier Telephone, LLC, Verizon Communications Inc., and Michael Reed, Esquire, Paul Campsen, Esquire, and Nancy Lord, Esquire.

/s/ Lynn L. Tavenner

Lynn L. Tavenner, Esquire (Va. Bar No. 30083)
Tavenner & Beran, PLC
20 North Eighth Street, Second Floor
Richmond, Virginia 23219
Telephone: (804) 783-8300
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