

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

Allegiance Telecom, Inc., et al.,

Hosting Debtors.

**Chapter 11
Case No. 02-130507 (RDD)**

(Jointly Administered)

ORDER (A) ESTABLISHING BIDDING PROCEDURES AND BID PROTECTIONS IN CONNECTION WITH THE SALE OF CERTAIN OF THE ASSETS OF CERTAIN DEBTORS, (B) APPROVING THE FORM AND MANNER OF NOTICES, AND (C) SETTING A SALE HEARING DATE

Upon the motion, dated May 4, 2004 (the "Motion"), of Hosting.com, Inc., Allegiance Internet, Inc., Adgrafix Corporation, and Virtualis Systems, Inc., as debtors and debtors in possession (collectively, the "Hosting Debtors"), for orders (i) establishing bidding procedures and certain protections (the "Bidding Procedures") including a break-up fee payable to WebOnTap, Inc. (the "Buyer") in connection with the sale of certain of the assets (the "Sale Assets") of the Hosting Debtors, (ii) approving the form and manner of notice related to the sale of the Sale Assets; (iii) setting a hearing date to consider approval of the sale of the Sale Assets (the "Sale Hearing"); (iv) approving the sale to the Buyer, subject to higher and better offers, free and clear of (a) all liens, claims and encumbrances and (b) certain transfer taxes; (v) authorizing the assumption and assignment of certain executory contracts; and (vi) granting certain related relief; and an interim hearing having been held (the "Procedures Hearing") in respect of the relief requested in the Motion (as described in clauses (i) – (iii) above (the "Preliminary Relief")); and it appearing that notice of the hearing has been provided to (i) the Office of

the United States Trustee; (ii) the attorneys for Prepetition Lenders¹; (iii) the attorneys for the Creditors Committee; (iv) all nondebtor contracting parties identified in Section 2.1 of the Purchase Agreement and on the Schedules referenced in Section 2.1 to the Purchase Agreement, (v) the attorneys for the Buyer; (vi) all parties who have made written expressions of interest in acquiring the Sale Assets within two (2) months prior to the date of the Motion; (vii) all known persons holding a lien on any of the Sale Assets; (viii) the Securities and Exchange Commission; (ix) all taxing authorities that have jurisdiction over the Sale Assets; (x) all Governmental Agencies having jurisdiction over the Sale Assets with respect to Environmental Laws, (xi) the attorneys general of all states in which the Sale Assets are located; and (xii) all other parties that had filed a notice of appearance and demand for service of papers in these bankruptcy cases under Bankruptcy Rule 2002 as of the date of the Motion; and it appearing that such notice constitutes good and sufficient notice of the Motion and Preliminary Relief and that no other or further notice need be provided; and upon the hearing held on May 20, 2004; and upon the Motion and the record of the Procedures Hearing and all other proceedings had before the Court; and it appearing that an order granting the Preliminary Relief is in the best interests of the Hosting Debtors and parties in interest; and it appearing that the Court has jurisdiction over this matter; and after due deliberation and sufficient cause appearing therefor;

¹ Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Motion.

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The Bidding Procedures as set forth and defined below, are fair, reasonable, and appropriate and are designed to maximize the recovery on the Sale Assets, including the Assumed Contracts.

B. The Hosting Debtors have demonstrated a compelling and sound business justification for authorizing the payment of the Break-Up Fee to the Buyer under the circumstances, timing, and procedures set forth in the Motion and the Purchase Agreement.

C. The Break-Up Fee is fair and reasonable, provides a benefit to the Hosting Debtors' estates and creditors, and was negotiated by the parties to the Purchase Agreement in good faith and at arm's-length.

D. The Hosting Debtors' payment to the Buyer (under the conditions of and as set forth in the Purchase Agreement), of the Break-Up Fee is (i) an actual and necessary cost and expense of preserving the Hosting Debtors' estates, (ii) of substantial benefit to the Hosting Debtors' estates, (iii) reasonable and appropriate, in light of, among other things, (a) the size and nature of the proposed sale under the Agreement, (b) the substantial efforts that have been and will be expended by the Buyer, and (c) the benefits the Buyer has provided to the Hosting Debtors' estates and creditors and all parties in interest herein, notwithstanding that the proposed sale is subject to higher or better offers, and (iv) necessary to ensure that the Buyer will continue to pursue its proposed acquisition of the Sale Assets. In particular, the Purchase Agreement was the culmination of a process undertaken by the Hosting Debtors and their professionals to negotiate a transaction with a bidder who was prepared to pay the highest or otherwise

best purchase price to date for the Sale Assets in order to maximize the value of the Hosting Debtors' estates.

E. The payment of the Break-Up Fee should be approved because, among other things, (i) no other party to date has entered into a definitive agreement for the acquisition of the Sale Assets on terms acceptable to the Hosting Debtors, (ii) the execution of the Purchase Agreement is a necessary prerequisite to determining whether any party other than the Buyer is willing to enter into a definitive agreement for the acquisition of the Sale Assets on terms acceptable to the Hosting Debtors and their creditor constituencies, (iii) the protections afforded to the Buyer by the Break-Up Fee were material inducements for, and express conditions of, the Buyer's willingness to enter into the Purchase Agreement, and (iv) the Buyer is unwilling to commit to hold open its offer to acquire the Sale Assets under the terms of the Purchase Agreement unless it is assured of the payment of the Break-Up Fee.

F. The assurance of the payment of the Break-Up Fee has (i) promoted more competitive bidding by inducing the Buyer's bid, which otherwise would not have been made, without which competitive bidding would be limited, and which may be the highest and best available offer for the Sale Assets, (ii) induced the Buyer to research the value of the Sale Assets and propose the transactions contemplated by the Purchase Agreement, including, among other things, submission of a bid that will serve as a minimum or floor bid on which all other bidders can rely, and (iii) provided a benefit to the Hosting Debtors' estates by increasing the likelihood that the price at which the Sale Assets are sold will reflect their true worth.

G. The payment of the Break-Up Fee is an expense necessary to maximize the value of the Hosting Debtors' estates and the entry of this Order is in the best interests of the Hosting Debtors, their estates, creditors, and all other parties in interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. With respect to the Preliminary Relief, the Motion is granted.
2. The Auction shall be conducted on the following terms and conditions (the "Bidding Procedures"):

PROVISION	DESCRIPTION
<i>The Stalking Horse Bid</i>	<p>Under the terms of the Purchase Agreement, the Buyer has agreed to purchase the Sale Assets for approximately \$1.0 million, plus Assumed Liabilities (the "Stalking Horse Bid"), subject to the terms of the Purchase Agreement.</p> <p>Until the entry of the Sale Approval Order, the Hosting Debtors are permitted to cause their Representatives and Affiliates to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Buyer and its Affiliates, agents and Representatives) in connection with any Competing Transaction, <u>provided, however, that</u>, the Hosting Debtors, their Representatives and Affiliates must reveal the existence of the Purchase Agreement to any such Person. In addition, the Hosting Debtors shall have the responsibility and obligation to respond to any inquiries or offers to purchase all or any part of the Sale Assets and perform any and all other acts related thereto which are required under the Bankruptcy Code or other applicable law, including, without limitation, supplying information relating to the Business and Sale Assets to prospective buyers.</p>

PROVISION	DESCRIPTION
<i>Due Diligence</i>	<p>Unless otherwise determined by the Hosting Debtors, each potential bidder (a "Potential Bidder") must deliver (unless previously delivered) to (i) the attorneys for the Hosting Debtors, Kirkland & Ellis LLP, Citigroup Center, 153 East 53rd Street, New York, NY 10022-4611 (Attn: Lisa G. Laukitis, Esq.) and (ii) the financial advisors to the Debtors, Greenhill & Co., LLC, 300 Park Avenue, 23rd Floor, New York, New York 10022 (Attn: Ryan Taylor), the following documents (the "Preliminary Bid Documents") in order to participate in the bidding process:</p> <ul style="list-style-type: none"> a. an executed confidentiality agreement in form and substance satisfactory to the Hosting Debtors and the Creditors Committee; and b. preliminary proof by the Potential Bidder of its financial capacity to close a proposed transaction, the adequacy of which the Hosting Debtors the Creditors Committee and their respective advisors will determine in their sole discretion. <p>Within two (2) business days after a Potential Bidder delivers the Preliminary Bid Documents, the Hosting Debtors, the Creditors Committee and their respective advisors shall determine, and shall notify the Potential Bidder, whether the Potential Bidder has submitted acceptable Preliminary Bid Documents so that such Potential Bidder may conduct due diligence with respect to the Sale Assets sought to be acquired. Only those Potential Bidders that have submitted acceptable Preliminary Bid Documents may submit bids for the Sale Assets.</p>

PROVISION	DESCRIPTION
<i>Bid Deadline</i>	<p>Bids for the Sale Assets must (a) be in writing; (b) at a minimum, exceed the Stalking Horse Bid by \$50,000; (c) satisfy the Bid Requirements set forth herein and (d) be received by (i) the attorneys for the Hosting Debtors, Kirkland & Ellis LLP, 153 East 53rd Street, New York, New York 10022 (Attn: Lisa G. Laukitis, Esq.), (ii) the financial advisors for the Hosting Debtors, Greenhill & Co., LLC, 300 Park Avenue, 23rd Floor, New York, New York 10022 (Attn: Ryan Taylor), (iii) the Office of the United States Trustee, 33 Whitehall Street, 21st Floor, New York, New York 1004 (Attn: Pamela J. Lustrin, Esq.), (iv) the attorneys for the agent for the Prepetition Lenders, Paul, Hastings, Janofsky & Walker LLP, 600 Peachtree Street, N.E., 24th Floor, Atlanta, Georgia 30308 (Attn: Jesse Austin, III, Esq.), and (v) the attorneys for the Creditors Committee, Akin Gump Strauss Hauer Feld LLP, 590 Madison Avenue, New York, New York 10022 (Attn: Ira S. Dizengoff, Esq.), so as to be actually received no later than 4:00 p.m. (prevailing Eastern Time) on June 14, 2004 (the "Bid Deadline"). Such bids shall be deemed "Qualified Bids" and those parties submitting such Qualified Bids shall be "Qualified Bidders."</p> <p>Parties that do not submit a Qualified Bid by the Bid Deadline will not be permitted to participate at the Auction.</p>
<i>Bid Requirements</i>	<p>Qualified Bids must meet the following requirements (the "Bid Requirements"):</p> <ol style="list-style-type: none"> a. Each Qualified Bid must be on the same or more favorable terms and conditions as those terms set forth in the Purchase Agreement and the documents set forth as exhibits and schedules thereto. The Hosting Debtors shall not entertain bids for the individual assets comprising their businesses. b. Each Qualified Bid must constitute a good faith, bona fide offer to acquire the Sale Assets. c. Each Qualified Bid shall not be conditioned on obtaining any of the following: financing, regulatory approval, shareholder approval, environmental contingencies, and/or the outcome of due diligence by the bidder. d. Each Qualified Bid must remain irrevocable until the Closing.

PROVISION	DESCRIPTION
	<p>e. As a condition to making a Qualified Bid, any competing bidder must provide the Hosting Debtors on or before the Bid Deadline, with sufficient and adequate information to demonstrate, to the satisfaction of the Hosting Debtors and the Creditors Committee, that such competing bidder (i) has the financial wherewithal and ability to consummate the acquisition of the Sale Assets, and (ii) can provide all nondebtor contracting parties to the Assumed Contracts with adequate assurance of future performance as contemplated by section 365 of the Bankruptcy Code.</p> <p>f. In order for a bid to constitute a Qualified Bid, any bidder shall submit a deposit equal to \$100,000 (the "Good Faith Deposit"). The bidder shall, in immediately available funds, by wire transfer to an account or accounts designated by the Hosting Debtors, pay such amount on the date such bid is submitted.</p>
<p><i>Auction and Overbids</i></p>	<p>If no Qualified Bid is received by the Bid Deadline, the Auction will not occur and the Hosting Debtors shall promptly pursue entry of an order by the Court authorizing the Sale to the Buyer.</p> <p>If the Hosting Debtors receive a Qualified Bid by the Bid Deadline, in addition to the Stalking Horse Bid, the Hosting Debtors shall conduct an auction (the "Auction") with respect to the Sale Assets. The Auction shall commence at 10:00 a.m. (prevailing Eastern Time) on June 16, 2004, at the offices of Kirkland & Ellis LLP, Citigroup Center, 153 East 53rd Street, New York, New York 10022-4611, or such later time or other place as the Hosting Debtors shall notify all Qualified Bidders who have submitted Qualified Bids. The Auction may be continued to a later date by the Hosting Debtors, with the reasonable consent of the Buyer and the Creditors Committee, by making an announcement at the Auction. No further notice of any such continuance will be required to be provided to any party.</p> <p>Subsequent bids at the Auction shall be made in increments of at least \$25,000.</p> <p>At the Auction, the Buyer shall have the right to bid all or part of the Break-Up Fee (as defined herein).</p>

PROVISION	DESCRIPTION
<i>Winning Bid</i>	Upon conclusion of the Auction, the Hosting Debtors, in the exercise of their business judgment and after consulting with their advisors and the Creditors Committee, shall identify the highest and best offer for the Sale Assets (the "Winning Bid") (the bidder having submitted a Winning Bid is the "Successful Bidder").
<i>Sale Approval Hearing</i>	The Sale Approval Hearing is presently scheduled to take place on June 18, 2004 at 10:00 a.m. (prevailing Eastern Time), before the Hon. Robert D. Drain, United States Bankruptcy Judge, in Room 610 of the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York, 10004-1408. The Sale Approval Hearing may be continued to a later date by the Hosting Debtors, with the reasonable consent of the Buyer and the Creditors Committee, by making an announcement at the Sale Approval Hearing. No further notice of any such continuance will be required to be provided to any party. At the Sale Approval Hearing, the Hosting Debtors shall present to the Bankruptcy Court for approval the Winning Bid for the Sale Assets.
<i>Return of Good Faith Deposit</i>	The Good Faith Deposit of the Successful Bidder shall be credited to the price paid for the Sale Assets. The Good Faith Deposit of any unsuccessful bidders will be returned within fifteen (15) days after the Closing Date or upon permanent withdrawal by the Hosting Debtors of the proposed sale of such assets. The deposit of the Buyer, if not chosen as the Winning Bid, shall be returned in accordance with the Purchase Agreement.
<i>Reservation of Right</i>	<p>The Hosting Debtors reserve the right to reject any (other than the Buyer's offer pursuant to the Purchase Agreement) Qualified Bid if the Hosting Debtors determine that such Qualified Bid is (i) inadequate or insufficient; (ii) not in conformity with the requirement of the Bankruptcy Code, any related rules or the terms set forth herein; or (iii) contrary to the best interests of the Hosting Debtors and their estates.</p> <p>Pursuant to the terms of the Purchase Agreement, the Hosting Debtors are obligated to provide the Buyer with Data (in a certain form and format) on the Closing Date. The Hosting Debtors and the Buyer have agreed to use commercially reasonable efforts to migrate all Customers to Buyer's servers within forty-five (45) days of the Closing Date.</p>

PROVISION	DESCRIPTION
	If the Hosting Debtors determine that accepting a Qualified Bid from a Potential Bidder would result in a delay of the receipt of such Data and therefore a delay in the migration of the Customers, the Hosting Debtors reserve the right to reject such Qualified Bid.
<i>Break-Up Fee</i>	In the event, among others set forth in the Purchase Agreement and as set forth below, that the Bankruptcy Court enters an order approving the Sale Transaction to a Successful Bidder other than Buyer, the Hosting Debtors shall pay to Buyer a break-up fee in the amount of \$37,500 (the "Break-Up Fee").

3. Pursuant to section 363(b) of the Bankruptcy Code, the Hosting Debtors are directed to pay the Break-Up Fee by wire transfer of immediately available funds to an account designated in writing by the Buyer, in the event that the Hosting Debtors consummate a Competing Transaction as defined in the Purchase Agreement, on the second Business Day following the date of consummation of a Competing Transaction.

4. The Hosting Debtors are authorized and empowered to pay the Break-Up Fee to the Buyer, as required under and pursuant to the Purchase Agreement, without further order of the Court.

5. Pursuant to section 364(c)(1) of the Bankruptcy Code, the Break-Up Fee shall receive superpriority administrative claim status and shall have priority over any and all administrative expenses of the kinds specified in sections 503(b), 506(c), 507(a), or 507(b) of the Bankruptcy Code; provided, however, that the Break-Up Fee shall be subordinated to this carve out for professionals fees and fees under 28 U.S.C. § 1930 as provided in the Bankruptcy Court's order authorizing Hosting Debtors to use cash collateral that was entered in these cases.

6. The rights of the Buyer to the Break-Up Fee and the superpriority administrative status of such claims shall all survive rejection or breach of the Purchase Agreement, and shall be unaffected thereby.

7. Pursuant to Bankruptcy Rule 2002(a)(2), (a) the Sale Hearing shall be held on June 18, 2004, before the Hon. Robert D. Drain, United States Bankruptcy Judge, in Room 610 of the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York, 10004-1408 at 10:00 a.m. (prevailing Eastern Time), and (b) objections to approval of the relief requested in the Motion (other than the Preliminary Relief provided herein), if any, shall be in writing, shall state the name of the objecting party, shall state with particularity the reasons and basis for the objection, and shall be filed with the Court and served upon (i) the attorneys for the Hosting Debtors, Kirkland & Ellis LLP, Citigroup Center, 153 East 53rd Street, New York, New York 10022 (Attn: Lisa G. Laukitis, Esq.), (ii) the Office of the United States Trustee, 33 Whitehall Street, 21st Floor, New York, New York 1004 (Attn: Pamela J. Lustrin, Esq.), (iii) the attorneys for the agent for the Hosting Debtors' prepetition lenders, Paul, Hastings, Janofsky & Walker LLP, 600 Peachtree Street, N.E., 24th Floor, Atlanta, Georgia 30308 (Attn: Jesse Austin, III, Esq.), (iv) the attorneys for the Creditors Committee, Akin Gump Strauss Hauer Feld LLP, 590 Madison Avenue, New York, New York 10022 (Attn: Ira S. Dizengoff, Esq.), and (v) the Buyer, WebOnTap, Inc., 70 Blanchard Road, Burlington, Massachusetts 01803 (Attn: Eric S. Ritvo, Esq.) so as to be actually received by such persons no later than June 15, 2004 at 4:00 p.m. (prevailing Eastern Time).

8. Pursuant to Bankruptcy Rule 2002, within five (5) Business Days following entry of the Bidding Procedures Orders, the Notice of Auction and Sale Approval Hearing, substantially in the form annexed hereto as Exhibit 1, shall be sent by first class mail to: (a) the Office of the United States Trustee; (b) the attorneys for the agent for the Prepetition Lenders; (c) the attorneys for the Creditors Committee; (d) all nondebtor contracting parties identified in Section 2.1 of the Purchase Agreement (including, but not limited to, those parties listed on the Schedules referenced in Section 2.1 of the Purchase Agreement); (e) the attorneys for the Buyer; (f) all parties who have made written expressions of interest in acquiring the Sale Assets or the Business within two (2) months prior to the date of the Motion; (g) all known persons holding a lien on any of the Sale Assets; (h) the Securities and Exchange Commission; (i) all taxing authorities that have jurisdiction over the Sale Assets; (j) all Governmental Agencies having jurisdiction over the Sale Assets with respect to Environmental Laws, (k) the attorneys general of all states in which the Sale Assets are located; and (l) all other parties that had filed a notice of appearance and demand for service of papers in these bankruptcy cases under Bankruptcy Rule 2002 as of the date hereof.

9. Pursuant to Bankruptcy Rule 2002, notice of the proposed assumption and assignment of the Assumed Contracts (the "Cure Procedures"), in the form annexed hereto as Exhibit 2 which shall reflect the Cure Amounts that the Hosting Debtors believe must be paid to cure all defaults under the Assumed Contracts, shall constitute good and sufficient notice of the Hosting Debtors' intent to assume and assign the Assumed Contracts, and shall be served, at Buyer's direction, no later than two (2) Business Days following the entry of the Bid Procedures Order, to all counterparties to

the Assumed Contracts. With respect to the Assumed Contracts, Buyer shall cooperate with Sellers to provide adequate assurance of future performance as required by section 365 of the Bankruptcy Code.

10. With respect to the proposed assumption and assignment of the Assumed Contracts, Cure Amounts that must be paid to cure defaults under the Assumed Contracts shall be determined in accordance with the following procedures (the “Cure Procedures”):

PROCEDURE	DESCRIPTION
<p><i>Notice of Assumption and Assignment Objection Deadline</i></p>	<p>No later than two (2) Business Days following the entry of the Bid Procedures Order, the Hosting Debtors, or the Hosting Debtors’ noticing agent, shall serve a copy of the Bidding Procedures Order together with the Notice of the Hosting Debtors’ Intent to Assume and Assign Executory Contracts and Unexpired Leases (the “Contract Assignment Notice”), substantially in the form of Exhibit 2 annexed hereto, by first class mail to the Contract Parties notifying them of the Hosting Debtors’ intent to assume and assign each agreement listed in Section 2.1 of the Purchase Agreement (including, but not limited to, those on the Schedules referenced in Section 2.1 of the Purchase Agreement) (as it may be modified by that time) and of the Cure Amount determined by the Hosting Debtors for each such Assumed Contract to be necessary for such assumption and assignment on the Closing Date.</p>

PROCEDURE	DESCRIPTION
<i>Assumption and Assignment Objections</i>	Any Contract Party seeking to (a) assert a Cure Amount based on defaults, conditions or pecuniary losses under its Assumed Contract (collectively, the "Cure Obligation") different from that set forth on any of the Contract Assignment Notices or (b) object to the potential assumption and assignment of its Assumed Contract on any other grounds, shall be required to file and serve an objection (an "Assumption and Assignment Objection"), in writing, setting forth with specificity (i) any and all Cure Obligations that the Contract Party asserts must be cured or satisfied with respect to such Assumed Contract and/or (ii) if the objection to the potential assignment of such Assumed Contract is based on adequate assurance issues, the information required regarding the Buyer to satisfy the Contract Party's adequate assurance concerns.
<i>Assumption and Assignment Objection Deadline</i>	To be considered a timely Assumption and Assignment Objection, the Assumption and Assignment Objection must be filed with the Court and a copy delivered to (i) the attorneys for the Hosting Debtors, Kirkland & Ellis LLP, Citigroup Center, 153 East 53 rd Street, New York, NY 10022-4611 (Attn: Lisa G. Laukitis, Esq.), (ii) the Office of the United States Trustee, 33 Whitehall Street, 21st Floor, New York, New York 1004 (Attn: Pamela J. Lustrin, Esq.), (iii) the attorneys for the Prepetition Lenders, Paul, Hastings, Janofsky & Walker LLP, 600 Peachtree Street, N.E., 24th Floor, Atlanta, Georgia 30308 (Attn: Jesse Austin, III, Esq.), (iv) the attorneys for the Creditors' Committee, Akin Gump Strauss Hauer Feld LLP, 590 Madison Avenue, New York, New York 10022 (Attn: Ira S. Dizengoff, Esq.), (v) the attorneys for the Buyer, WebOnTap, Inc., 70 Blanchard Road, Burlington, Massachusetts 01803 (Attn: Eric S. Ritvo, Esq.) and (vi) any other party or partner set forth in the Contract Assignment Notice so as to be received no later than 15 days after service of the Contract Assignment Notice (the "Assumption and Assignment Objection Deadline"); <u>provided, however</u> , that any Assumption and Assignment Objection made on the basis of adequate assurance of future performance in the event that Buyer is not the Successful Bidder may be made at any time until one (1) Business Day prior to the commencement of the Sale Approval Hearing.

PROCEDURE	DESCRIPTION
<i>Failure to File Assumption and Assignment Objection</i>	Unless an Assumption and Assignment Objection is timely filed and served by a Contract Party by the Assumption and Assignment Objection Deadline, the assumption and assignment of the applicable Assumed Contract at the Sale Approval Hearing may occur without regard to any objection such party may have or any provisions to the contrary in the applicable Assumed Contract.
<i>Waiver of Assumption and Assignment Objection</i>	Contract Parties that fail to file and serve Assumption and Assignment Objections as provided above shall be deemed to have waived and released any and all Cure Obligations and shall be forever barred and estopped from asserting or claiming against the Hosting Debtors, the Buyer or any other Successful Bidder that any additional amounts are due or defaults exist, or prohibitions or conditions to assignment exist or must be satisfied, under such Assumed Contract for the period prior to the closing date.

11. The Hosting Debtors are hereby authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures and Cure Procedures.

Dated: New York, New York
 _____, 2004

UNITED STATES BANKRUPTCY JUDGE