

EXHIBIT F

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
)	Case No. 01-11324 (MFW)
Net2000 Communications, Inc., <u>et al.</u> ,)	
)	Jointly Administered
Debtors.)	

**ORDER REGARDING THE EMERGENCY MOTION OF THE OPERATING
SUBSIDIARIES OF VERIZON COMMUNICATIONS INC. TO REQUIRE DEBTORS
AND CAVALIER TELEPHONE COMPANY TO CURE DEFAULTS UNDER THE
DEBTORS' CONTRACTS WITH VERIZON AND FOR CONTEMPT**

This matter having come before the Court on the Emergency Motion of the Operating Subsidiaries of Verizon Communications Inc. to Require Debtors and Cavalier Telephone Company to Cure Defaults under the Debtors' Contracts with Verizon and for Contempt (the "Motion"); the Court having reviewed the Emergency Motion and all pleadings related thereto; the Court having conducted an evidentiary hearing on February 5, 2002 and February 8, 2002 (the "Evidentiary Hearing"); and the Court finding that:

- A. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334;
- B. This is a core proceeding under 28 U.S.C. § 157;
- C. The Operating Telephone Company Subsidiaries of Verizon Communications Inc. ("Verizon")¹ provide to the Debtors special access services pursuant to applicable tariffs and other services pursuant to interconnection agreements (all agreements between the Debtors and Verizon are referred to as the "Verizon Contracts");

D. Pursuant to the "Order Under 11 U.S.C. §§ 105(a), 363(b), (f) and (m), 365(a), and 1146(c), and Fed. R. Bankr. P. 2002 and 6004: (A) Approving Purchase Agreement Between The Debtors and Cavalier East, L.L.C.; (B) Authorizing Sale of Assets Free and Clear of All Liens, Claims and Encumbrances; (C) Authorizing The Assumption and Assignment of Certain Executory Contracts and (D) Granting Related Relief" (the "Sale Order"), the Debtors were authorized to sell certain assets to Cavalier East, L.L.C. ("Cavalier");

E. Paragraph 16 of the Sale Order provides: "The Debtors shall not assume and assign any executory contract to which the operating subsidiaries of Verizon Communications Inc. (together "Verizon") are a counterparty without a further Court order or unless Verizon consents to such assumption and assignment";

F. On January 18, 2002, Verizon filed the Motion, setting forth its position that, although the Sale Order provided that the Verizon Contracts were not being assumed and assigned to Cavalier, Cavalier was using the services and facilities provided under the Verizon Contracts and that, as a result of such use, the Debtors' rights under the Verizon Contracts had, in fact, been assumed and assigned to Cavalier thereby requiring the payment of all amounts necessary to cure the Debtors' defaults under the Verizon Contracts as provided by 11 U.S.C. § 365. Verizon also contended in the Emergency Motion that the Debtors and Cavalier were in contempt by: (i) allowing Cavalier to use the services and facilities provided under the Verizon Contracts in violation of the Sale Order, (ii) making misrepresentations to this Court, including, without limitation, about Cavalier's intention to use the services and facilities provided under the Verizon Contracts after the Closing Date, and (iii) making misrepresentations to other entities regarding the proceedings in this Court.

¹ Verizon Maryland Inc., Verizon New England Inc., Verizon New Jersey Inc., Verizon New York Inc., Verizon Pennsylvania Inc., Verizon South Inc., Verizon Virginia Inc., Verizon West Virginia Inc. and Verizon

IT IS HEREBY ORDERED THAT:

1. Under the Third Circuit Court of Appeals decision of In re University Medical Center, 973 F.2d 1065 (3d. Cir. 1992), an assumption of a contract and assignment of that contract under 11 U.S.C. § 365 cannot occur without prior court approval. Consequently, because the Debtors never sought and obtained express court approval to assume the Verizon Contracts and assign the Verizon Contracts to Cavalier under 11 U.S.C. § 365, this Court finds that, ~~regardless of whether the services and facilities provided under the Verizon Contracts have actually been transferred to or used by Cavalier,~~ there has been no assumption and assignment of the Verizon Contracts by the Debtors under 11 U.S.C. § 365. Accordingly, the Debtors are not required to pay any amounts to Verizon under 11 U.S.C. § 365 to cure their defaults under the Verizon Contracts.

2. Since there has been no assumption and assignment of the Verizon Contracts to Cavalier under 11 U.S.C. § 365, neither the Sale Order nor this Order nor any other Order of this Court: (i) grants Cavalier the right to use, issue orders with respect to, demand migration of, or obtain any benefit from, either directly or indirectly, any of the services and facilities provided by Verizon to the Debtors pursuant to the Verizon Contracts, including, without limitation, any DS-1 or DS-3 facilities that are a part of the telecommunications network used by the Debtors to provide service to their end users, (ii) directs Verizon to do anything to transfer any of the Debtors' end users to Cavalier or its network, (iii) grants Cavalier any right to insist that any circuit or facility, or any portion thereof, used to serve the Debtors' end users be used to process orders submitted by Cavalier or that any new order by Cavalier be processed simultaneously or otherwise coordinated with disconnect orders submitted by the Debtors, or (iv) otherwise

Washington, D.C. Inc.

requires Verizon to process any orders submitted by Cavalier designed to facilitate Cavalier's service to end users formerly served by the Debtors or to shorten any provisioning intervals for such orders.

3. Cavalier shall not make any representation to any other court, state or federal regulatory body, or any other entity that the Sale Order, or any other order in this bankruptcy case, (i) grants it the right to use, issue orders with respect to, demand migration of, or obtain any benefit from, either directly or indirectly, any of the services and facilities provided by Verizon to the Debtors pursuant to the Verizon Contracts, including, without limitation, any DS-1 or DS-3 facilities that are a part of the telecommunications network used by the Debtors to provide service to their end users, or (ii) directs Verizon to do anything to transfer any of the Debtors' former customers to Cavalier.

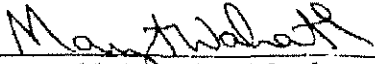
4. The right of Cavalier to use any services and facilities provided by Verizon, and the right of Verizon to refuse to provide such services shall be governed solely by applicable non-bankruptcy law, including, without limitation applicable tariffs and contracts between Cavalier and Verizon. No Order of this Court shall prevent either Cavalier or Verizon from seeking all such relief to which they may be entitled under such applicable non-bankruptcy law.

5. This Order contains no finding and makes no ruling regarding whether the Debtors and/or Cavalier are in contempt of this Court. The parties shall submit briefs on this issue based on evidence presented at the Evidentiary Hearing and the record of this bankruptcy case according to the following schedule: Verizon shall submit its brief by Friday, February 15,

2002; the Debtors and Cavalier may file a response by Friday, February 22, 2002; and Verizon may file a reply by Friday, March 1, 2002. The Court will enter a subsequent Order on the issue of whether the Debtors and/or Cavalier are in contempt.

6. This Order constitutes a final and appealable Order, except for the matters set forth in paragraph five.

Dated: Feb. 13, 2002



Honorable Mary F. Walrath
United States Bankruptcy Judge