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**RECEIVED**

JUL 17 2002

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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

DOCKET FILE COPY ORIGINAL

July 17, 2002

**BY HAND DELIVERY**

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
The Portals  
445 Twelfth Street, N.W.  
Washington, D.C. 20554

**Re: File Nos. SCL-94-004, SCL-96-002, SCL-T/C-20020123-00002, SCL-ASG-20020123-00003 (Cable Landing Licenses)  
File Nos. ITC-214-20000330-00209, ITC-T/C-20020123-00074 (International Section 214 Authority)  
CC Docket No. 02-51 (Domestic Section 214 Authority)**

Dear Ms. Dortch:

Neptune Communications LLC, Northstar License Corporation and Alaska Fiber Star License Corporation (collectively "Neptune") hereby notify the Commission that on July 15, 2002, the transactions contemplated by the above-referenced applications were consummated in substantially the form presented to the Commission. Certain changes to the stock purchase agreement were made as a result of various changes made to the debtors' plan of reorganization. In particular, as reflected in the attached charts (Attachment A) Neptune, through its wholly-owned subsidiary Crest Communications Corporation, acquired a 100 percent interest (rather than a 95% interest) separately in WCI Cable, Inc. and World Net Communications, Inc (the latter two companies are not merging into WCI Cable). The debtors' amended plan of reorganization was confirmed pursuant to an order entered by the bankruptcy court on July 2, 2002, and the transactions were consummated in accordance with said confirmation order. See *In Re WCI Cable, Inc. et al.*, Order Confirming Debtors' Fourth Amended and Restated Joint Plan of Reorganization, Bankruptcy Case No. 301-38242-rld11 (Bankr. D. Oregon 2002) (Attachment B hereto).

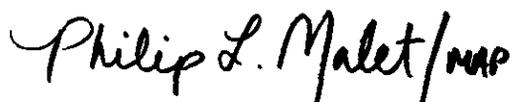
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Ms. Marlene H. Dortch  
July 17, 2002  
Page 2

If you have any questions concerning this notification, please contact me at the number shown above.

Respectfully submitted,

A handwritten signature in black ink that reads "Philip L. Malet" followed by a stylized monogram "mas".

Philip L. Malet

*Counsel to Neptune Communications LLC,  
Alaska Fiber Star License Corporation  
and Northstar License Corporation*

cc: Diane Griffin Harmon (Wireline Competition Bureau)  
Jon Minkoff (Wireline Competition Bureau)  
Martin Schwimmer (Wireline Competition Bureau)  
William Dever (Wireline Competition Bureau)  
Kathleen Collins (International Bureau)  
Claudia Fox (International Bureau)  
George Li (International Bureau)  
Susan O'Connell (International Bureau)  
Jackie Ruff (International Bureau)  
Robert Miller (Counsel for WCI Cable, Inc.)  
Richard Hindman (Counsel for AMP Life Limited)



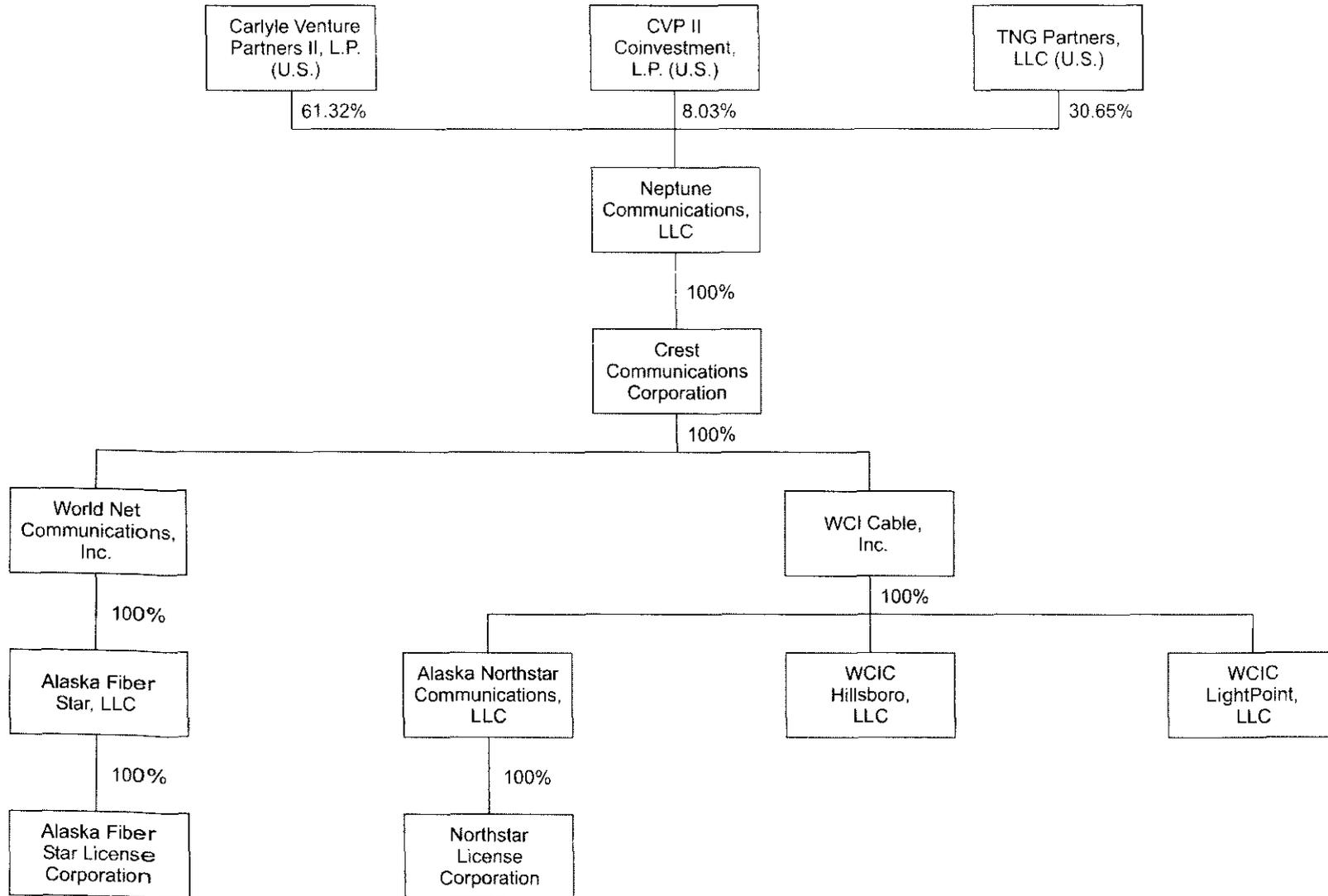
# AT CLOSING OF STOCK PURCHASE

10% or Greater Ownership By Entity:

- Boeing (16.85%)
- California State Public Employees Retirement System (16.85%)

- None

- D. Schroeder (20.33%) (U.S.)
- D. Walker (20.33%) (U.S.)
- R. Sabet (20.33%) (U.S.)



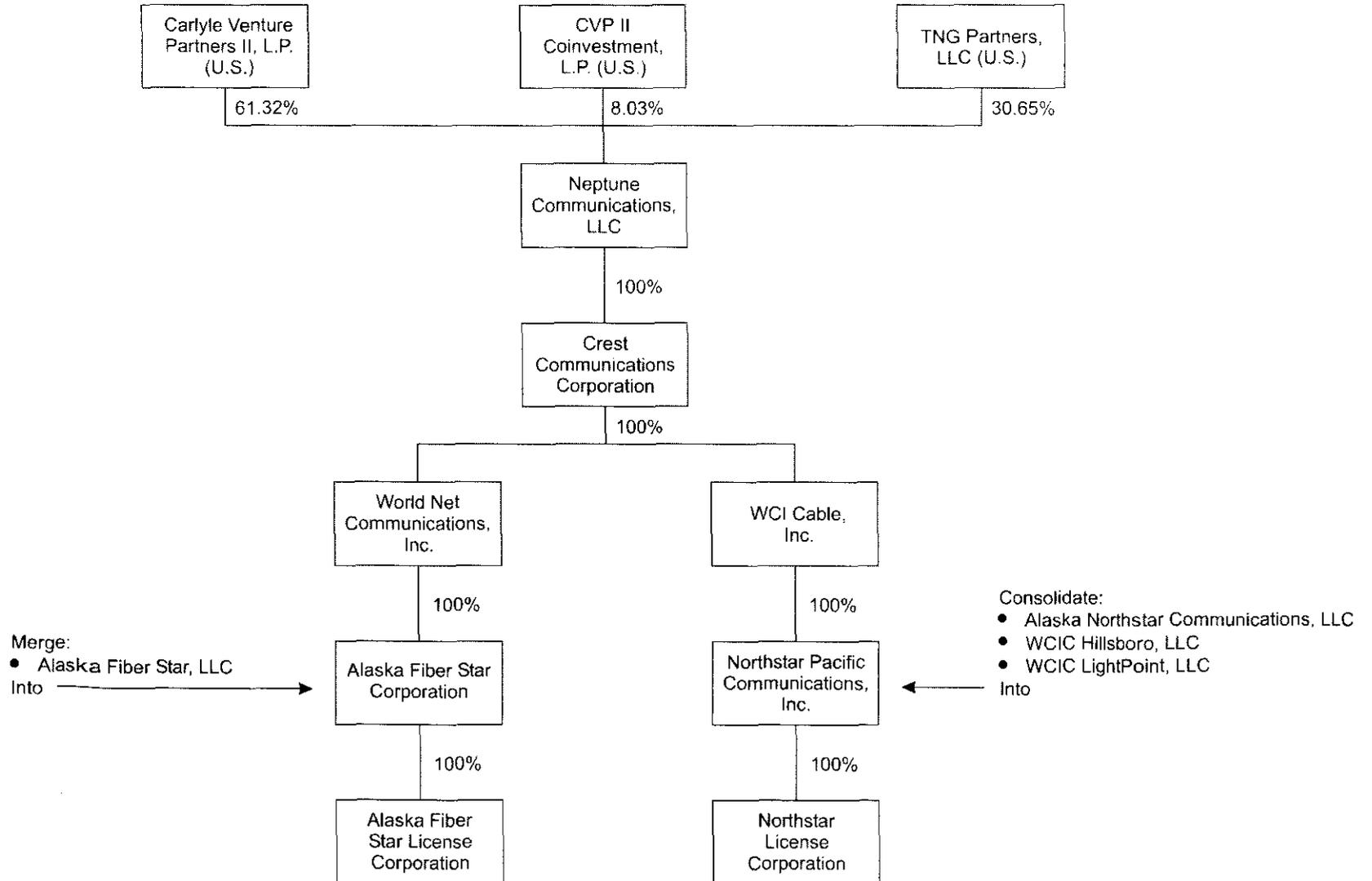
# IMMEDIATELY AFTER CLOSING OF STOCK PURCHASE

10% or Greater Ownership By Entity:

- Boeing (16.85%)
- California State Public Employees Retirement System (16.85%)

- None

- D. Schroeder (20.33%) (U.S.)
- D. Walker (20.33%) (U.S.)
- R. Sabet (20.33%) (U.S.)





JUL 02 2002

THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF OREGON

LODGED \_\_\_\_\_ REC'D \_\_\_\_\_  
PAID \_\_\_\_\_ DOCKETED 18

In Re:

WCI CABLE, INC.,  
WORLDNET COMMUNICATIONS, INC.,  
ALASKA FIBER STAR, L.L.C.  
ALASKA NORTHSTAR COMMUNICATIONS, L.L.C.  
WCI LIGHTPOINT, L.L.C.,  
WCIC HILLSBORO, L.L.C.,

Debtors-in-Possession.

Bankruptcy Case No.

301-38242-rld11  
301-38243-rld11  
301-38244-rld11  
301-38245-rld11  
301-38246-rld11  
301-38247-rld11

RECEIVED  
LEAD CASE  
R-944

(Jointly Administered  
Under 301-38242-rld11)

ORDER CONFIRMING  
DEBTORS' FOURTH  
AMENDED AND  
RESTATED JOINT PLAN  
OF REORGANIZATION

On May 3, 2002, WCI Cable, Inc., and its subsidiaries and affiliates, WorldNet Communications, Inc., Alaska Fiber Star, L.L.C., Alaska Northstar Communications, L.L.C., WCI Lightpoint, L.L.C., and WCIC Hillsboro, L.L.C., Debtors and Debtors-in-Possession herein (collectively, "WCI Group" or "Debtors") filed their Third Amended and Restated Joint Plan of Reorganization for Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code. On June 11, 2002, this Court commenced a four-day confirmation hearing on the Third Amended Plan. At the confirmation hearing, the Debtors announced on the record various amendments to the Third Amended Plan, including the "AMP Proposal" (defined in the Memorandum Opinion), and amendments to reflect the Debtors' settlement of the claim of General Communication, Inc. and the settlement of miscellaneous objections to confirmation filed by parties in interest, as well as the Debtors' agreement not to merge WCI Cable, Inc. and WorldNet Communications, Inc. pursuant to a request by the Purchasers. On June 27, 2002, this Court entered its Memorandum Opinion confirming the plan subject to and conditioned upon the WCI Group amending the plan

(91)

1 as set forth in the Memorandum Opinion. These modifications, together with certain technical  
2 modifications, are collectively referred to as the "Modifications".

3 Accordingly, on July 2, 2002, the WCI Group incorporated the Modifications in an  
4 amended and restated plan filed with the Court as the Debtors' Fourth Amended and Restated  
5 Joint Plan of Reorganization (the "Fourth Amended Plan" or "Plan"). The Modifications from  
6 the Debtors' Third Amended and Restated Joint Plan of Reorganization to the Fourth Amended  
7 Plan are technical and/or do not adversely change the treatment of the Claim of any creditor or  
8 the Interest of any equity security holder (and, in fact, enhance the treatment afforded to general  
9 non-priority unsecured creditors) and, accordingly, the Fourth Amended Plan is deemed accepted  
10 by all creditors and equity security holders who have previously accepted the Third Amended  
11 Plan pursuant to Federal Rule of Bankruptcy Procedure 3019. Given that the Modifications are  
12 technical and do not materially adversely affect the treatment of Claims or Interest<sup>✓ RND</sup> under the  
13 Plan, the Debtors have complied with Section 1125 of the Bankruptcy Code, and the Debtors  
14 need not resolicit acceptances of the Modifications by holders of such Claims or Interests.

15 Pursuant to the confirmation hearing held on June 11 through June 14, 2002, and this  
16 Court's determination that the requirements for confirmation set forth in 11 U.S.C. § 1129(a) and  
17 (b) have been satisfied as outlined in the Memorandum Opinion entered by the Court on June 27,  
18 2002, the Court now enters this Order confirming the Plan.

19 It is hereby ORDERED, ADJUDGED AND DECREED that:

- 20 1. The Plan is confirmed in all respects pursuant to Section 1129 of the Bankruptcy  
21 Code.
- 22 2. The Plan contains the following injunctions, which the Court approves pursuant to  
23 its Memorandum Opinion and sets forth herein pursuant to Federal Rule of Bankruptcy  
24 Procedure 3020(c):

25 **11.3 Exculpation of Creditors' Committee and its Agents. Neither the**  
26 **Creditors' Committee nor any of its past or present members (other than**  
**Notesan) nor any of their respective past or present officers, directors,**

1 employees, or agents during the Bankruptcy Cases (other than Notesan and  
2 its officers, directors, employees and agents), shall have or incur any liability  
3 to any holder of a Claim or Interest or to any other Entity for any act or  
4 omission in connection with, or arising out of, the Bankruptcy Cases,  
5 negotiation and pursuit of confirmation of this Plan or the consummation of  
6 this Plan, or the administration of this Plan or the property to be distributed  
7 under this Plan except for willful misconduct or ultra vires acts.

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15.2 Exculpation of the Debtors, the Reorganized Debtors, the Trustee, the  
WCIC Trust Board and Their Respective Agents. None of the Debtors, the  
Reorganized Debtors, the Trustee, and the WCI Trust Board, nor any of  
their respective officers, members, directors, employees, representatives,  
attorneys, accountants, financial advisors, or agents who were or in the  
future are officers, members, directors, employees, representatives,  
attorneys, accountants, financial advisors, or agents, as the case may be,  
during the Bankruptcy Cases or while this Plan is being administered shall  
have or incur any liability to any holder of a Claim or Interest, or to any  
other Entity for any post-Petition Date act or omission in connection with, or  
arising out of the Bankruptcy Cases, the pursuit of confirmation of the Plan,  
the consummation of the Plan, or the administration of the Plan, or the  
property to be distributed under the Plan including, without limitation,  
failure to obtain confirmation of the Plan or to satisfy any condition or  
conditions, or refusal to waive any condition or conditions, to the occurrence  
of the Effective Date, except for negligence, breach of fiduciary duty, willful  
misconduct or gross negligence, and, in all respects, the Debtors, the  
Reorganized Debtors, the Trustee and the WCI Trust Board and each of  
their respective members, officers, directors, employees and agents shall be  
entitled to rely upon the advice of counsel with respect to their duties and  
responsibilities under the Plan; provided, however, that the foregoing shall  
not supersede the "safe harbor" from liability provided by Section 1125(e) of  
the Bankruptcy Code.

15.4 Injunction. Except as otherwise provided in the Plan, upon entry of  
the Confirmation Order, all Entities that have held, hold or may hold Claims  
against or Interests in the Debtors are, with respect to any such Claims or  
Interests, permanently enjoined from and after the Confirmation Date from:  
(a) commencing, conducting or continuing in any manner, directly or  
indirectly, any suit, action or other proceeding of any kind (including,  
without limitation, any proceeding in a judicial, arbitral, administrative or  
other forum) against or affecting the Debtors, the Reorganized Debtors, or  
the WCI Trust, any of their respective property, or any direct or indirect  
transferee of any property of, or direct or indirect successor in interest to,  
the Debtors, or any property of any such transferee or successor; (b)  
enforcing, levying, attaching (including, without limitation, any pre-  
judgment attachment), collecting or otherwise recovering by any manner or  
means, whether directly or indirectly, any judgment, award, decree or order

1 against the Debtors, the Reorganized Debtors or the WCI Trust, any of their  
2 respective property, or any direct or indirect transferee of any property of,  
3 or direct or indirect successor in interest to, the Debtors, or any property of  
4 any such transferee or successor; (c) creating, perfecting or otherwise  
5 enforcing in any manner, directly or indirectly, any encumbrance of any  
6 kind against the Debtors, the Reorganized Debtors or the WCI Trust, any of  
7 their respective property, or any direct or indirect transferee of any property  
8 of, or successor in interest to, any of the foregoing Entities; (d) asserting any  
9 right of setoff, subrogation, or recoupment of any kind, directly or indirectly,  
10 against any obligation due the Debtors, the Reorganized Debtors or the WCI  
11 Trust, any of their respective property, or any direct or indirect transferee of  
12 any property of, or successor in interest to, the Debtors; (e) exercising any  
13 provision contained in any contract, lease or instrument which was entered  
14 into by any of the Debtors prior to the Petition Date and which is not  
15 cancelled or rejected under this Plan that allows a Creditor to declare, or  
16 that declares, a default based on the commencement of the Bankruptcy  
17 Cases, the insolvency or financial condition of the Debtors or the subjective  
18 insecurity of such Creditor; and (f) acting or proceeding in any manner, in  
19 any place whatsoever, that does not conform to or comply with the provisions  
20 of the Plan.

21 Unless otherwise provided in the Plan or in the Confirmation Order, all  
22 injunctions or stays provided for in the Bankruptcy Cases under Section 105  
23 or 362 of the Bankruptcy Code or otherwise, and extant on the Confirmation  
24 Date, shall remain in full force and effect until the Effective Date and with  
25 respect to all property constituting, or designated to be, Trust Assets. To the  
26 extent any injunction or stay is provided under the Plan or Confirmation  
Order, it shall remain in effect following the Effective Date.

15.6 Injunction. On and after the Effective Date, all holders of a Claim  
against or Interest in the Debtors, and all other parties in interest in the  
Bankruptcy Cases, shall be permanently enjoined from (a) asserting against  
any AMP Releasee, or (b) commencing, conducting or continuing in any  
manner, directly or indirectly, any suit, action or other proceeding of any  
kind against any AMP Releasee or property of any AMP Releasee, that  
would have the effect of asserting against any AMP Releasee or any AMP  
Releasee's property, any claim, liability or Cause of Action covered by  
Section 15.5 of this Plan.

The Debtors, the WCI Trust, the Trustee and the Reorganized Debtors and their  
respective directors, officers, managers, agents and attorneys are hereby authorized, empowered  
and directed, subject to the conditions set forth in the Plan and the right to modify the Plan in

1 accordance with Section 16.4 of the Plan, to carry out the provisions of the Plan, and to enter  
2 into, execute, deliver, file and/or perform the terms of the Plan Documents and any other  
3 agreements, instruments and documents related thereto (collectively, together with the Plan  
4 Documents, the "Plan Related Documents"), and any amendments, supplements or modifications  
5 to such Plan Related Documents as may be necessary or appropriate, and to take such other steps  
6 and perform such other acts as may be necessary or appropriate to implement and effectuate the  
7 Plan, the Plan Related Documents or this Confirmation Order, and to satisfy all other conditions  
8 precedent to the implementation and effectiveness of the Plan and to consummate the Plan.

9 ~~The form, terms and provisions of the Plan Related Documents filed on or before the~~ <sup>RWD</sup>  
10 ~~Effective Date are hereby approved.~~ <sup>RWD</sup> The Debtors are hereby authorized, after the filing of the  
11 Plan Related Documents and until the Plan shall have become effective, to amend, supplement or  
12 modify the Plan Related Documents pursuant to the terms of such Plan Related Documents.  
13 ~~Each of the Plan Related Documents shall constitute, legal, valid, binding and authorized~~ <sup>RWD</sup>  
14 ~~obligations of the respective parties thereto, enforceable in accordance with its terms (except as~~ <sup>RWD</sup>  
15 ~~enforceability may be limited by any bankruptcy or insolvency proceeding filed by any party~~ <sup>RWD</sup>  
16 ~~thereto subsequent to the date of the execution of such document).~~ <sup>RWD</sup>

17 In accordance with section 1142 of the Bankruptcy Code, the Debtors, all parties in  
18 interest, and any other entity created or person designated pursuant to the Plan or any Plan  
19 Document, including the WCI Trust and the Trustee, and their directors, officers, agents,  
20 attorneys and representatives, are authorized, empowered and directed to forthwith issue,  
21 execute, deliver, file and record any Plan Related Document, and to take any corporate or other  
22 action necessary, useful or appropriate to implement, effectuate and consummate the Plan and  
23 the Plan Related Documents in accordance with their respective terms.

24 The Debtors shall have the right, to the fullest extent permitted under Section 1142 of the  
25 Bankruptcy Code, to apply to this Court for an order (a) modifying the effect of any otherwise  
26 applicable non-bankruptcy law or (b) directing any Entity to execute and deliver any instrument

1 or to perform any other act necessary to effectuate the Plan, subject to, and as contemplated by,  
2 Section 13.1 of the Plan; provided, however, that (without the consent of the affected party or  
3 parties) no such order shall modify or impair any right, title, interest, privilege or remedy  
4 expressly provided or reserved for under the Plan or this Confirmation Order.

5 For the reasons set forth in the Memorandum Opinion, the AMP Settlement, the Alcatel  
6 Settlement, and the Intercompany Settlement contained in the Plan are approved.

7 Pursuant to Section 365 of the Bankruptcy Code, all executory contracts and unexpired  
8 leases set forth on Exhibit D to the Plan shall be deemed automatically assumed as of the  
9 Effective Date. The Debtors have complied with Section 365(b)(1) of the Bankruptcy Code.  
10 There is adequate assurance that the Reorganized Debtors will promptly cure any defaults  
11 existing under the assumed contracts and unexpired leases and there is adequate assurance of  
12 future performance of such contracts and leases by the Reorganized Debtors. As of the  
13 Confirmation Date, such assumptions are approved pursuant to Section 365 of the Bankruptcy  
14 Code.

15 The Plan provides that any executory contract or unexpired lease not listed on Exhibit D  
16 to the Plan is deemed rejected by the applicable Debtor on the Confirmation Date, except to the  
17 extent it (a) was previously assumed or rejected by the Debtors, (b) is the subject of a pending  
18 motion to assume, or (c) terminated or expired by its terms. Such rejections are approved and  
19 authorized effective as of the Effective Date.

20 The AT&T Transaction and the AT&T Transaction Order shall continue in full force and  
21 effect, except that the July 1, 2002, dates have been extended to and through July 15, 2002, by  
22 prior written agreement of Debtors and AT&T. In addition, the "Settlement Agreements"  
23 between Debtors and AT&T (including the Restated IRU Sale Agreement, the IRU Escrow and  
24 the O&M Agreement), shall be deemed automatically assumed by and become the obligations of  
25 all of the Reorganized Debtors in accordance with Section 365(b) of the Bankruptcy Code as of  
26 the Effective Date.

1 Unless withdrawn with prejudice, waived or settled, all objections to confirmation of the  
2 Plan are overruled and denied by this Court.

3 In accordance with the Plan, the Creditors' Committee shall cease to exist after the  
4 Effective Date, or at such time as its functions under the Plan have been completed.

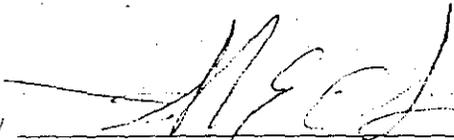
5 Notwithstanding confirmation of the Plan, this Court retains jurisdiction over the  
6 Debtors' Bankruptcy Cases pursuant to and for the purposes set forth in (a) sections 105(a) and  
7 1127 of the Bankruptcy Code, (b) Section 16.1 of the Plan and (c) for such other purposes as  
8 may be necessary or useful to aid in the confirmation and consummation of the Plan and its  
9 implementation. The Memorandum Opinion is amended as set forth on Appendix "A" RLD  
10 hereto.

11 RLD

  
12 Randall L. Dunn  
United States Bankruptcy Judge

13 **PRESENTED BY:**

14 BULLIVANT HOUSER BAILEY PC

15  
16 By 

17 Jonathan E. Cohen, OSB #89157

18 -and-

19 Stephen A. McCartin, Texas SB #13374700

20 GARDERE WYNNE SEWELL LLP

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Alex Poust

Sheryl S. Hayashida

1787514.1

## APPENDIX "A"

The Memorandum Opinion is amended as follows:

1. Page 6, lines 14-15: The first sentence should read, "While these cases have been endlessly interesting, they never have been easy."
2. Page 7, lines 2-3: The following sentence should be deleted: "During that period, Mr. Hudspeth served as the Creditors Committee's chair."