

IN RE
ALLEGIANCE TELECOM, INC

CASE NO
CHAPTER 11
03-13507-rdd

PROOF OF CLAIM

1 The undersigned attorney, whose address is as shown below, is the agent of and is authorized to make this claim on behalf of the claimant

CenturyTel, Inc
And Its Various Subsidiaries
d/b/a CenturyTel

2 The debtor was, at the time of the filing of the petition initiating this case, and still is indebted to this claimant in the sum of \$7,269 71

3 The consideration for this debt is telephone services provided to the debtor

4 The writing on which this claim is founded (duplicates thereof) is attached hereto

5 This claim is founded upon an open account

REC'D NOV 19 2003

6 No judgment has been rendered on this claim

7 The amount of all payments on this claim has been credited and deducted for the purposes of making this proof of claim

8 This claim is subject to the setoffs or counter-claims as shown on the attached tables


9 A security interest is held in this claim as per Paragraph 8

10 This claim is a general unsecured claim other than the security interests of Paragraphs 8 and 9

\$7,269 71
TOTAL AMOUNT CLAIMED

CenturyTel, Inc
NAME OF CREDITOR

November 7, 2003



REX D RAINACH
A PROFESSIONAL LAW CORPORATION
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Baton Rouge, LA 70806-5720
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
In Re Allegiance Telecom, Inc
Case No 03-13507-rdd

Claims of
CenturyTel, Inc
and its Subsidiaries
11/7/2003

<u>SUBSIDIARY</u>	<u>CARRIER NAME</u>	<u>BAN NUMBER</u>	<u>TOTAL</u>
CenturyTel of Michigan, Inc., d/b/a CenturyTel			
	ALLEGIANCE TELECOM INC	07020902D3	\$425 02
	ALLEGIANCE TELECOM INC	07020902D3	\$609 52
	ALLEGIANCE TELECOM INC	07020902D3	\$504 03
	ALLEGIANCE TELECOM INC	07020902D3	\$953 46
	ALLEGIANCE TELECOM INC	07020902D3	\$702 72
			<u>\$3,194 75</u>
CenturyTel of Midwest-Michigan, LLC, d/b/a CenturyTel			
	COAST TO COAST TELECOMM	06710902D3	\$508 14
	COAST TO COAST TELECOMM	06710902D3	\$673 96
	COAST TO COAST TELECOMM	06710902D3	\$440 16
	COAST TO COAST TELECOMM	06710902D3	\$842 91
	COAST TO COAST TELECOMM	06710902D3	\$947 49
	COAST TO COAST TELECOMM	06710902D3	\$678 24
	COAST TO COAST TELECOMM	06710902D3	\$344 06
			<u>\$4,434 96</u>
			<u>\$7,629 71</u>

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

**In re: Allegiance Telecom, Inc., et al.
Case No. 03-13057-(RDD)-11**

DOCUMENTS APPENDED TO CLAIM

On May 25, 2005, document(s) were appended to Claim Number **1450** for the following reason(s):

- Stipulation/Order
- New Supporting Documents
- Change of Address
- Stipulation and Order
- Other: Per Docket Number 2202 EOD 5/25/05

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

_____	X	
In re	:	
	:	
	:	Chapter 11 Case No.
Allegiance Telecom, Inc., <u>et al.</u> ,	:	03-13057 (RDD)
	:	
Debtors.	:	Jointly Administered
_____	X	

**STIPULATION AND AGREED ORDER RESOLVING CLAIMS OF
CENTURYTEL, INC.**

This STIPULATION AND AGREED ORDER is by and between the Allegiance Telecom Liquidating Trust (the “ATLT”), as successor to the Debtors (as defined below), and CenturyTel, Inc. and its subsidiaries (collectively, the “Claimant”). The parties hereby stipulate and agree as follows:

WHEREAS, on May 14, 2003, Allegiance Telecom, Inc. (“ATI”) and its direct and indirect subsidiaries (collectively, the “Debtors”) commenced voluntary cases (the “Chapter 11 Cases”) under Chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the Bankruptcy Court for the Southern District of New York, Case No. 03-13057 (RDD) (the “Bankruptcy Court”); and

WHEREAS, the Chapter 11 Cases were consolidated for procedural purposes only and were jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and

WHEREAS, on or about November 10, 2003, Claimant filed a proof of claim numbered 1450 (the “Proof of Claim”) for Claims (as such term is defined in the Plan) against ATI in the

amount of \$7,269.71 (the “CenturyTel Claim”); and

WHEREAS, the Debtors filed their Third Amended Joint Plan of Reorganization dated June 8, 2004 (the “Plan”) with the Bankruptcy Court and the Court entered its Findings of Fact, Conclusions of Law, and Order Confirming Debtors’ Third Amended Joint Plan of Reorganization on June 10, 2004; and

WHEREAS, in accordance with the terms of the Plan, on the Initial Effective Date (as defined in the Plan), the ATLT was created; and

WHEREAS, pursuant to the Plan, Eugene I. Davis was appointed as the plan administrator (the “Plan Administrator”) for the ATLT; and

WHEREAS, among other things, the purpose of the ATLT is to (i) wind-down the Debtors’ affairs, including making distributions as contemplated in the Plan, (ii) investigate, enforce and prosecute avoidance and other causes of action, (iii) object to, settle, compromise, dispute and/or prosecute disputed claims, and (iv) administer the Plan and take such actions as are necessary to effectuate the terms of the Plan; and

WHEREAS, the Plan Administrator has the authority to, *inter alia*, perform the duties, exercise the powers, and assert the rights of a trustee under Sections 704 and 1106 of the Bankruptcy Code; and

WHEREAS, the Claimant has not filed any proofs of claim or requests for administrative expenses in the Chapter 11 Cases besides the Proof of Claim; and

WHEREAS, the ATLT disputes the amounts sought by the Claimant in the Proof of

Claim; and

WHEREAS, on or about August 6, 2004, the ATLT filed its Eighth Omnibus Objection to Certain Proofs of Claims, which sought, among other things, to disallow the CenturyTel Claim and expunge the Proof of Claim; and

WHEREAS, the ATLT and the Claimant have negotiated in good faith at arm's length and have reached a consensual resolution, as set forth below, with respect to the Proof of Claim to avoid incurring significant additional litigation expenses that would necessarily be incurred in litigating this matter to an uncertain conclusion.

ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

1. Upon the entry of a Final Order (as defined below), the ATLT is hereby authorized and directed to grant the Claimant an allowed ATI Unsecured Claim (as such term is defined in the Plan) of \$3,814.86 (the "Allowed Claim") in full and complete satisfaction of all Claims held by the Claimant with respect to the Debtors, the Debtors' estates, and/or the ATLT, including, but not limited to, the CenturyTel Claim.
2. The Claimant hereby stipulates and agrees to elect the Cash Recovery (as defined in the Plan) on account of the Allowed Claim, regardless of any prior election to the contrary.
3. Upon the entry of a Final Order, the ATLT is hereby authorized and directed to expunge from the ATLT's claims register all proofs of claims, including the Proof of Claim, filed by the Claimant and/or related to the CenturyTel Claim.

4. The Claimant hereby stipulates and agrees that it will not file any proofs of claim or requests for the payment of administrative expenses against the ATLT, the Debtors, or the Debtors' estates, whether in the Chapter 11 Cases or otherwise.

5. Upon the entry of a Final Order, the Claimant, on behalf of itself, its subsidiaries, its affiliates, and its predecessors, hereby irrevocably, unconditionally and without reservation of any kind waives, releases and forever discharges the ATLT, the Debtors, and the Debtors' estates, and their respective parent firms and affiliates, and their officers, directors, employees, attorneys, professionals, and agents, acting in such capacity (collectively, the "Estate Parties"), from and against any and all past, present and future actions, causes of action, Claims, liabilities, suits, debts, judgments, and damages, of any kind whatsoever, whether matured or unmatured, whether at law or in equity, whether known or unknown, liquidated or unliquidated, foreseen or unforeseen, discoverable or undiscoverable, contingent or non-contingent, which the Claimant, its subsidiaries, its affiliates, and/or its predecessors, have, had, or may have in the future against one or more of the Estate Parties.

6. Upon the entry of a Final Order, the Estate Parties hereby irrevocably, unconditionally and without reservation of any kind waive, release and forever discharge the Claimant, from and against any and all past, present and future actions, causes of action, Claims, liabilities, suits, debts, judgments, and damages, of any kind whatsoever, whether matured or unmatured, whether at law or in equity, whether known or unknown, liquidated or unliquidated, foreseen or unforeseen, discoverable or undiscoverable, contingent or non-contingent, which the Estate Parties have, had, or may have in the future against the Claimant.

7. This Stipulation and Agreed Order shall be governed by the laws of the State of New York, excluding its conflicts of laws principles and this Court shall retain jurisdiction to resolve any disputes between the parties arising with respect to this Stipulation and Agreed Order.

8. The undersigned, on behalf of the ATLT and the Claimant, respectively, each warrants and represents that he or she has been duly authorized and empowered to execute and deliver this Stipulation and Agreed Order on behalf of such party.

9. The Claimant represents and warrants to the ATLT that, as of the date hereof, it is the sole holder of the Proof of Claim, and that Claimant has not assigned, sold, hypothecated or otherwise transferred any Claims against the Debtors, the Debtors' estates, or the ATLT.

10. This Stipulation and Agreed Order is subject to approval by the Court and the entry of a Final Order by the Court approving this Stipulation and Agreed Order; provided, however, that the parties shall support such Court approval and comply with this Stipulation and Agreed Order pending the Court's entry of a Final Order approving or disapproving this Stipulation and Agreed Order. For the purposes of this Stipulation and Agreed Order, the term "Final Order" shall mean an order approving this Stipulation and Agreed Order that has not been stayed, reversed or amended and the time, as computed under the Bankruptcy Rules, to appeal or seek review or rehearing of such order (or any revision, modification or amendment thereof) has expired and no appeal or petition for review or rehearing of such order was filed, or if filed, remains pending.

11. Nothing contained in this Stipulation and Agreed Order nor any negotiations or proceedings in connection herewith shall constitute or be deemed to be evidence of an admission by any

party hereto of any liability or wrongdoing whatsoever, or the truth or untruth, or merit or lack of merit, of any claim or defense of any party. Neither this Stipulation and Agreed Order nor any negotiations or proceedings in connection herewith may be used in any proceeding against any party for any purpose whatsoever except with respect to effectuation and enforcement of this Stipulation and Agreed Order.

12. This Stipulation and Agreed Order contains the entire agreement of the parties with respect to its subject matter and supersedes any prior or contemporaneous oral or written agreements. The parties acknowledge that no promise, inducement, or agreement not stated herein has been made to them in connection with this Stipulation and Agreed Order. The parties understand and agree that this Stipulation may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by both parties and the Court. The parties agree and acknowledge that they will make no claim at any time or place that this Stipulation and Agreed Order has been orally altered or modified or otherwise changed by oral communication of any kind or character. Each party hereto agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be employed in the interpretation, construction, or enforcement of this Stipulation and Agreed Order.

13. This Stipulation and Agreed Order may be executed simultaneously or in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A facsimile copy of a signature page is the equivalent of an original signature page.

14. This Stipulation and Agreed Order shall be binding upon (i) the ATLT, as successor to the Debtors, (ii) the Claimant and (iii) their respective predecessors, successors, heirs, subsidiaries, affiliates, assignees, agents, directors, officers, employees, the Plan Administrator and any trustee appointed

under Chapter 7 of the Bankruptcy Code.

Dated: New York, New York
May 24, 2005

**ALLEGIANCE TELECOM LIQUIDATING
TRUST**

By: /s/ Christine Kornegay
Christine Kornegay
Allegiance Telecom Liquidating Trust
1405 S. Beltline Road, Suite 100
Coppell, Texas 75019

and

**AKIN GUMP STRAUSS HAUER & FELD
LLP**

By: /s/ Jeffrey M. Anapolsky
Ira S. Dizengoff, Esq. (ID-9980)
Phil C. Dublin, Esq. (PD-4919)
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Counsel to the Allegiance Telecom
Liquidating Trust

CENTURYTEL, INC.

By: /s/ John Ford
John Ford

**REX D. RAINACH, A PROFESSIONAL
CORPORATION**

By: /s/ Rex D. Rainach
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Baton Rouge, Louisiana 70806-5720
Telephone: (225) 343-0643

SO ORDERED, this 25th day of May 2005

/s/ Robert D. Drain

UNITED STATES BANKRUPTCY JUDGE