

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK	PROOF OF CLAIM
In re SHARED TECHNOLOGIES ALLEGIANCE, INC.	Case Number 03-13108



NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check box if you have never received any notices from the bankruptcy court in this case.

Check box if this address differs from the address on the envelope sent to you by the court.

If you have already properly filed a proof of claim with the Bankruptcy Court, you do not need to file again.

FILED
SOUTHERN DISTRICT OF NEW YORK
ALLEGIANCE TELECOM, INC
03-13057 (RRD)
1870

Name of Creditor and Address JETSTAR PARTNERS LTD C/O COLLINTERNATIONAL INC 501 ELM ST STE 375 DALLAS, TX 75202	Creditor Telephone Number () 214-741-6989	CREDITOR TAX ID #	ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> or <input type="checkbox"/> amends a previously filed claim dated _____
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1 BASIS FOR CLAIM

Goods sold Personal injury/wrongful death Retiree benefits as defined in 11 U.S.C. § 1114(a)

Services performed Taxes Wages, salaries, and compensation (Fill out below)

Money loaned Other (describe briefly below) Lease Rejection Damages Your social security number _____

Unpaid compensation for services performed from _____ to _____ (date) (date)

2. DATE DEBT WAS INCURRED _____ **3 IF COURT JUDGMENT, DATE OBTAINED** _____

4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED \$ 151,188.24 (unsecured) \$ _____ (secured) \$ _____ (unsecured priority) \$ _____ (total)

See Attachment A

If all or part of your claim is secured or entitled to priority, also complete item 5 or 6 below.

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or other charges.

5 SECURED CLAIM

Check this box if your claim is secured by collateral (including a right of setoff).

Brief description of collateral

Real Estate
 Motor Vehicle
 Other _____

Value of collateral \$ _____

Amount of arrearage and other charges at time case filed included in secured claim above if any \$ _____

6 UNSECURED PRIORITY CLAIM

Check this box if you have an unsecured priority claim.

Specify the priority of the claim

Wages, salaries, or commissions (up to \$4,650) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3)

Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4)

Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6)

Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7)

Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)

Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____

Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

REC'D
DEC 03 2003
BMC

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

8 SUPPORTING DOCUMENTS Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 5:00 p.m., November 26, 2003, Prevailing Eastern Time.

BY MAIL TO	United States Bankruptcy Court Southern District of New York Allegiance Claims Docketing Center Bowling Green Station, P O Box 95 New York, NY 10274-0095	BY HAND OR OVERNIGHT DELIVERY TO	United States Bankruptcy Court Southern District of New York Allegiance Claims Docketing Center One Bowling Green, Room 534 New York, NY 10004-1408
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THIS SPACE FOR COURT USE ONLY

RECEIVED
25
CLAIMS PROCESSING CENTER
USBC SDNY

DATE SIGNED 11/19/03 **SIGN** and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)

Andrews Green

Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 AND 3571

See Other Side For Instructions



Allegiance Telecom, Inc.

Sq. Ft 10,622
Rent 11 00
Term 60 months

Cam, Tax and Insurance based on 2003 budget.

	Rent	Cam	Ins	Tax	Mo Total
Jun-03	9,736 83	1,054 78	117 06	1,690 35	12,599 02
Jul-03	9,736 83	1,054 78	117 06	1,690 35	12,599 02
Aug-03	9,736 83	1,054 78	117 06	1,690 35	12,599 02
Sep-03	9,736 83	1,054 78	117 06	1,690 35	12,599 02
Oct-03	9,736 83	1,054 78	117 06	1,690 35	12,599 02
Nov-03	9,736 83	1,054 78	117 06	1,690 35	12,599 02
Dec-03	9,736 83	1,054 78	117 06	1,690 35	12,599 02
Jan-04	9,736 83	1,054 78	117 06	1,690 35	12,599 02
Feb-04	9,736 83	1,054 78	117 06	1,690 35	12,599 02
Mar-04	9,736 83	1,054 78	117 06	1,690 35	12,599 02
Apr-04	9,736 83	1,054 78	117 06	1,690 35	12,599 02
May-04	9,736 83	1,054 78	117 06	1,690 35	<u>12,599 02</u>
					151,188 24 One Year

**HANCE SCARBOROUGH WRIGHT
GINSBERG & BRUSILOW**

A Registered Limited Liability Partnership
ATTORNEYS AND COUNSELORS AT LAW

CARTER C SECHREST
E-MAIL csei.hrest@hswgb.com

**600 SIGNATURE PLACE
14755 PRESTON ROAD
DALLAS, TEXAS 75254
(972) 788 1600
(972) 702 0662 (FAX)**

**OTHER LOCATIONS
DOWNTOWN DALLAS,
AUSTIN,
WASHINGTON, D C**

November 24, 2003

Clerk of the Bankruptcy Court
Southern District of New York
Allegiance Claims Docketing Center
One Bowling Green, Room 534
New York, NY 10004-1408

VIA FEDERAL EXPRESS

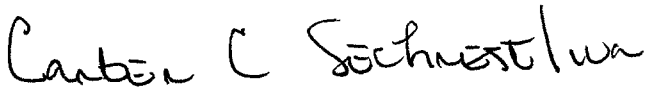
Re Shared Technologies Allegiance, Inc
Case No 03-13108

Dear Clerk

Enclosed please find an original and four (4) copies of Proof of Claim on behalf of Jetstar Partners Ltd. Please file the original document and return all extra file-marked copies to me in the self-addressed, stamped envelope provided for your convenience.

If you have any questions, please do not hesitate to call the undersigned.

Very truly yours,


Carter C Sechrest

CCS 1va
Enclosures
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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 CLAIM 2117
OF JETSTAR PARTNERS LTD**

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 JetStar Partners LTD ("Claimant"). The parties hereby stipulate and agree as follows:

WHEREAS, prepetition, Debtor Shared Technologies Allegiance, Inc. ("Shared Technologies") entered into a lease (the "Lease") with Claimant for office space at 8051 Jetstar Drive, Suite 100, Irving, Texas 75063; and

WHEREAS, Shared Technologies paid to Claimant a cash security deposit in the amount of \$9,736.83 (the "Security Deposit"); and

WHEREAS, on May 14, 2003, Allegiance Telecom, Inc. 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

Docket # 1824
eod 10/13/04

Claim 2117

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; and

WHEREAS, on or about June 13, 2003, the Bankruptcy Court entered an order pursuant to section 365(a) of the Bankruptcy Code authorizing the Debtors to reject certain unexpired leases of nonresidential real property, including the Lease; and

WHEREAS, on or about November 19, 2003, Claimant filed a proof of claim numbered 2117 (the "Proof of Claim") for an unsecured, non-priority claim against Shared Technologies in the amount of \$151,188.24 (the "Rejection 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 (the "Confirmation Order"); and

WHEREAS, in accordance with the terms of the Plan, on the Initial Effective Date, 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 ATLT, as the successor to the rights of the Debtors, and 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, Claimant has not filed any proofs of claim in the Chapter 11 Cases besides the Proof of Claim; and

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

WHEREAS, on or about September 2, 2004, the ATLT filed its Eleventh Omnibus Objection to Certain Lease Rejection Damages Claims, which included an objection to the Proof of Claim; and

WHEREAS, Claimant has been able to mitigate its damages in the amount of \$40,000; and

WHEREAS, the ATLT and 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) approving this Stipulation, the ATLT is hereby authorized and directed to grant Claimant an allowed ATCW Unsecured Claim (as such term is defined in the Plan) of \$101,451.41 (the "Allowed Unsecured Claim") and an allowed Secured Claim (as such term is defined in the Plan) of \$9,736.83 (the "Paid Secured Claim") in full and complete satisfaction of all of Claims (as such term is defined in the Plan) held by Claimant with respect to the Debtors, the Debtors' estates, or the ATLT, including, but not limited to, the Rejection Claim.

2. Claimant hereby stipulates and agrees that the Security Deposit constitutes full and final satisfaction of the Paid Secured Claim and no further amounts are due with respect to the Paid Secured Claim.

3. Claimant hereby stipulates and agrees to elect the Cash Recovery (as defined in the Plan) on account of the Allowed Unsecured Claim, regardless of any prior election to the contrary.

4. Upon the entry of a Final Order approving this Stipulation, the ATLT is hereby authorized and directed to expunge all the proofs of claims, other than the Allowed Unsecured Claim, from the ATLT's claims register.

5. 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.

6. Upon entry of a Final Order approving this Stipulation, Claimant 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 (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 Claimant has, had, or may have in the future against the Estate Parties.

7. This Stipulation shall be governed by New York law, 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.

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

9. Claimant represents and warrants to the ATLT that, as of the date hereof, it is the sole holder of all of the Proof of Claim against the Debtors, the Debtors' estates, and the ATLT, 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 is subject to approval by the Court and the entry of a Final Order by the Court approving this Stipulation; provided, however, that the parties shall support such Court approval and comply with this Stipulation pending the Court's entry of a Final Order approving or disapproving this Stipulation. For the purposes of this Stipulation, the term "Final Order" shall mean an order approving this Stipulation 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 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 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.

12. This Stipulation 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. 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 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.

13. This Stipulation 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 shall be binding upon the ATLT, as successor to the Debtors, and Claimant, and their 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
October 12, 2004

**ALLEGIANCE TELECOM LIQUIDATING
TRUST**

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

and

**AKIN GUMP STRAUSS HAUER & FELD
LLP**

By: /s/ Colin M. Adams
Ira S. Dizengoff, Esq. (ID-9980)
Phil C. Dublin, Esq. (PD-4919)
Colin M. Adams, Esq. (CA-2913)
Jeffrey M. Anapolsky, Esq. (JA-8867)
590 Madison Avenue
New York, New York 10022
Telephone: (212) 872-1000

Counsel to the Allegiance Telecom
Liquidating Trust

JETSTAR PARTNERS LTD

By: /s/ Andreas Bremer
Andreas Bremer, Vice President
JetStar Partners, Ltd.
C/O Collinternational, Inc.
501 Elm Street, Suite 375
Dallas, TX 75202

and

**HANCE SCARBOROUGH WRIGHT
GINSBERG & BRUSILOV, LLP**

By: /s/ Carter Callaway Sechrest
Carter Callaway Sechrest, Esq.
600 Signature Place
14755 Preston Road
Dallas, Texas 75254
Telephone: (972) 419-4715

Counsel to JetStar Partners LTD

SO ORDERED, this 13th day of October 2004

/s/Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE