

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

\_\_\_\_\_ X

In re

Allegiance Telecom, Inc , et al.,

Debtors

\_\_\_\_\_ X

Chapter 11 Case No  
03-13057 (RDD)

Jointly Administered

**STIPULATION AND AGREED ORDER RESOLVING CURE  
AMOUNT WITH AMERITECH PUBLISHING, INC.**

Allegiance Telecom of Illinois, Inc (“Allegiance” or “Debtor”) and Ameritech Publishing, Inc (f/k/a Ameritech advertising services) (“Vendor”) hereby stipulate and agree as follows

WHEREAS, on May 14, 2003 (the “Petition Date”), Allegiance commenced with this Court voluntary 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, Allegiance, as part of its Third Amended Joint Plan Reorganization (the “Plan”) filed its schedule of assumed contracts (Schedule 2) with the Bankruptcy Court listing a certain contract between Allegiance and Vendor known as the Comprehensive Listing and Directory Advertising Agreement (the “Contract”) to be assumed by Allegiance and the proposed cure amounts under such Contract, and

Docket #1607  
eod 8-4-04

WHEREAS, the Vendor has objected to the proposed cure amount for the Contract (“Ameritech Objection”), and

WHEREAS, Debtors also objected to Vendor’s filed Proof of Claim (Claim #1873) via Debtor’s Sixth Objection to Certain Proofs of Claim filed by SBC Communications, Inc (“Debtor Objection”), and

WHEREAS, the Court entered its Order Confirming Debtors’ Third Amended Joint Plan Reorganization on June 10, 2004 (the “Confirmation Order”), and

WHEREAS, subsequent to the entry of the Confirmation Order, Allegiance and Vendor have negotiated in good faith and have reached a consensual resolution with respect to the cure amount for the Contract, as set forth below

**ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS**

1 Allegiance shall pay, within ten (10) calendar days of the entry of this Stipulation and Order, the Vendor the total amount of \$50,572.06 in full and final satisfaction of all prepetition amounts due under the Contract

2 Other than the payment of the cure amount in section 1 above, Allegiance and Vendor agree that there are no other defaults as of this date by Allegiance under the Contract, the Ameritech Objection is resolved, and the Debtor’s Objection is resolved with respect to Vendor’s Proof of Claim (Claim #1873). Allegiance further acknowledges and agrees that it does not have any claims against Vendor for the recovery of preferential transfers and/or fraudulent conveyances arising out of or relating to the Contract

3 Pursuant to section 365(a) of the Bankruptcy Code, the Contract shall be assumed, and pursuant to section 365(b) of the Bankruptcy Code, the Contract shall be assigned, all pursuant to the Plan and Confirmation Order without further objection by Vendor

4 Vendor and Allegiance represent and agree that Vendor's proof of claim in the amount of \$74,024.53 (claim #1873) shall be expunged upon the entry of this Stipulation and Order

5 This Court shall retain jurisdiction to resolve any disputes between the parties arising with respect to this Stipulation and Order

6 The undersigned on behalf of Allegiance and Vendor each warrants and represents that he or she has been duly authorized and empowered to execute and deliver this Stipulation and Order on behalf of such party. Vendor represents and warrants to Allegiance that it is the sole holder of all claims against Allegiance related to the Contract and Vendor has not assigned, sold, or otherwise transferred any claims against Allegiance related to the Contract

7 This Stipulation and Order shall have no force or effect and shall not be binding upon either Allegiance or Vendor until it is entered by the Bankruptcy Court.

8 The parties acknowledge that no promise, inducement, or agreement not stated herein has been made to them in connection with this Stipulation, and that this Stipulation constitutes the entire agreement between them. 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. 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.

9 This Stipulation and 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.

10 Allegiance and Vendor represent and agree that this Stipulation and Order is binding on the parties hereto and their predecessors, successors, the Plan Administrator, and any trustee appointed under chapter 7 of the Bankruptcy Code.

Dated New York, New York

June 23, 2004

Allegiance Telecom of Illinois, Inc  
1405 S Beltline Road, Suite 100  
Coppell, Texas 75019  
(972) 462-5933

Ameritech Publishing, Inc  
(f/k/a Ameritech advertising services)

By /s/ Mark A. Stachiw  
Mark A. Stachiw

By /s/ Sherr Blank Lazear  
Sherr Blank Lazear

Its Attorney

Attorney for Ameritech Publishing, Inc  
(f/k/a Ameritech advertising services)

**AKIN GUMP STRAUSS HAUER & FELD  
LLP**

By /s/ Ira Dizengoff

Baker & Hostetler  
Capitol Square, Suite 2100  
65 East State Street  
Columbus, Ohio 43215-4260  
(614) 228-1541

Ira S. Dizengoff (ID-9980)  
Colin M. Adams (CA-2913)  
590 Madison Avenue  
New York, New York 10022  
Telephone (212) 872-1000

Counsel to the Allegiance Telecom Liquidating  
Trust

SO ORDERED, this 3rd day of August 2004

/s/ ROBERT D. DRAIN  
UNITED STATES BANKRUPTCY JUDGE



## ADDENDUM

By this proof of claim, Ameritech Services, Inc assert its rights to setoff the amounts owed by the Debtors to Ameritech Services, Inc against any claim brought against Ameritech Services, Inc by the Debtors, the Debtors in possession, any trustee or any estate representative, including, but not limited to any claims for reciprocal compensation

Ameritech Services, Inc also expressly reserves all other rights, including, without limitation, (i) the right of recoupment, (ii) any other defenses to any cause of action, (iii) to amend this claim, and (iv) to assert this claim or any portion of it against any other debtor if a basis to do so is subsequently discovered. To the extent that these claims are used defensively, as a right of setoff, Ameritech Services, Inc asserts that such claims are secured claims

INTERACCESS TELECOMMUNICATIONS CO  
 DBA  
 INTERACCESS CO  
 PRE-PETITION AMOUNTS

		Pre-Petition Amounts
ARMS NAME	INTERACCESS TELECOM	
ACNA	IRA	
Bankruptcy date filed	5-14-03	
Proofs of Claim date		
Proofs of Claim sent		
<u>AMOUNTS</u>		
AIT LSC-UNB		\$ 19 278 36
AIT ASC-IXC & CAP		\$ 1 950 77
<b>Total filed</b>		<b>\$ 21 229 13</b>



INTERACCESS TELECOMMUNICATIONS CO  
DBA  
INTERACCESS CO  
PRE-PETITION AMOUNTS

AMERITECH  
LOCAL- UNB ACCOUNTS

STATE	PRE ACCOUNT	TOTAL PRE DOLLARS PER BAN	POST ACCOUNT	INVOICE	INVOICE DATE	INVOICE TOTAL
WI	414G676008999	\$	414G681025558			
		\$	414G682025598			
		\$	414G683524524			
		\$	414G683525600	02161	6/10/2002	\$ (0 08)
				02069	3/10/2002	\$ (0 09)
				02041	2/10/2002	\$ (0 09)
				02010	1/10/2002	\$ (0 09)
				01314	11/10/2001	\$ 0 09
		\$	414G687023339			
		\$	414S672027027	03038	2/7/2003	\$ (254 24)
		3 522 14		02280	10/7/2002	\$ 1 885 04
				02188	7/7/2002	\$ 1 903 98
				02127	5/7/2002	\$ (12 64)
		\$	414S672042042			
		\$	414S673529529	03041	2/10/2003	\$ (98 80)
		(455 00)		02314	11/10/2002	\$ (352 30)
				02283	10/10/2002	\$ (3 90)
	TOTAL WI	\$ 3 066 88				
IL	217G671623999	\$ 1 169 55	217G680036656	03182	7/1/2003	\$ 21 26
				03152	6/1/2003	\$ 8 98
				03121	5/1/2003	\$ 321 59
		\$ 2 904 60	217g680049275	03091	4/1/2003	\$ 817 72
				03182	7/1/2003	\$ 51 76
				03152	6/1/2003	\$ 17 78
				03121	5/1/2003	\$ 669 47
				03091	4/1/2003	\$ 1 598 42
		\$ 152 65	217G681647553	03032	2/1/2003	\$ 567 17
				03188	7/7/2003	\$ 3 15
				03158	6/7/2003	\$ 2 15
				03127	5/7/2003	\$ 20 76
				03097	4/7/2003	\$ 138 26
		\$ 42 19	217g682622779	02341	12/7/2002	\$ (11 67)
				03191	7/10/2003	\$ 13 30
				03161	6/10/2003	\$ 9 52
				03130	5/10/2003	\$ 58 79
				03100	4/10/2003	\$ 438 96
				03069	3/10/2003	\$ 192 70
				03010	2/10/2003	\$ (12 85)
		\$ (77 26)	217g683724089	02344	12/10/2002	\$ (658 23)
				03194	7/13/2003	\$ 17 64
				03164	6/13/2003	\$ 13 88
				03133	5/13/2003	\$ 32 10
				03103	4/13/2003	\$ 450 58
				03072	3/13/2003	\$ 489 03
				03044	2/13/2003	\$ (281 43)

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				02133	5/13/2002	\$ (799 02)
				02103	4/13/2002	\$ (0 04)
		\$ 274 69	217g684524524	03197	7/16/2003	\$ 6 47
				03167	6/16/2003	\$ 5 22
				03136	5/16/2003	\$ (4 64)
				03106	4/16/2003	\$ 330 32
		\$ 6 216 07	217g684547274	02350	12/16/2002	\$ (62 68)
				03197	7/16/2003	\$ 102 23
				03167	6/16/2003	\$ 90 94
				03136	5/16/2003	\$ 45 93
				03106	4/16/2003	\$ 1 124 12
				03075	3/16/2003	\$ 1 266 50
				03047	2/16/2003	\$ 1 510 01
				03016	1/16/2003	\$ 1 273 13
		\$ 227 38	217g685619321	02350	12/16/2003	\$ 803 21
				03200	7/19/2003	\$ 4 23
				03170	6/19/2003	\$ 3 75
				03139	5/19/2003	\$ 6 92
		\$ 1 176 22	217g685623057	03109	4/19/2003	\$ 212 48
				03200	7/19/2003	\$ 18 80
				03170	6/19/2003	\$ 16 85
				03139	5/19/2003	\$ 13 80
				03109	4/19/2003	\$ 174 99
				03078	3/19/2003	\$ 169 25
				03050	2/19/2003	\$ 183 03
				03019	1/19/2003	\$ 178 84
				02353	12/19/2002	\$ 193 45
		\$ 1 179 58	217g685647276	02323	11/19/2002	\$ 227 21
				03200	7/19/2003	\$ 21 30
				03170	6/19/2003	\$ 18 35
				03139	5/19/2003	\$ (21 28)
		\$ 76 95	217g686735769	03109	4/19/2003	\$ 1 161 21
				03202	7/21/2003	\$ 1 54
				03172	6/21/2003	\$ 1 46
		\$ 401 15	217g686748277	03111	4/21/2003	\$ 73 95
				03202	7/21/2003	\$ 7 34
				03172	6/21/2003	\$ 7 03
				03141	5/21/2003	\$ 50 74
		\$ 197 68	217g687747278	03111	4/21/2003	\$ 336 04
				03173	6/22/2003	\$ 4 17
				03142	5/22/2003	\$ (15 03)
		\$ 355 34	217g688724581	03112	4/22/2003	\$ 208 54
				03176	6/25/2003	\$ 6 98
				03145	5/25/2003	\$ 16 33
		\$ 1 551 70	217s671671671	03115	4/25/2003	\$ 332 03
				03188	7/7/2003	\$ 174 60
				03158	6/7/2003	\$ 181 69

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				03127	5/7/2003	\$ 199 16
				03097	4/7/2003	\$ 159 08
				03007	1/7/2003	\$ 137 36
				02280	10/7/2002	\$ 699 78
		\$ (805 21)	217s671675675	02158	6/7/2002	\$ 0 03
				03188	7/7/2003	\$ 0 43
				03158	6/7/2003	\$ 11 91
				03127	5/7/2003	\$ 75 24
				03066	3/7/2003	\$ 182 18
				03007	1/7/2003	\$ (462 10)
				02341	12/7/2002	\$ (347 75)
				02311	11/7/2002	\$ (262 24)
		\$ (866 12)	217s672694694	02127	5/7/2002	\$ (2 88)
				03191	7/10/2003	\$ 45 84
				03161	6/10/2003	\$ 33 33
				03130	5/10/2003	\$ 52 67
				03069	3/10/2003	\$ 90 08
				03010	1/10/2003	\$ 69 94
				02314	11/10/2002	\$ (659 68)
		\$ 824 22	217s672705705	02130	5/10/2002	\$ (498 30)
				03191	7/10/2003	\$ 342 11
				03161	6/10/2003	\$ 170 33
				03130	5/10/2003	\$ 309 59
				03100	4/10/2003	\$ 637 69
				03069	3/10/2003	\$ 497 56
				02344	12/10/2002	\$ (635 50)
				02314	11/10/2002	\$ (89 29)
				02283	10/10/2002	\$ (386 78)
		\$ 2 144 94	217s673787787	02130	5/10/2002	\$ (21 49)
				03194	7/13/2003	\$ 33 27
				03164	6/13/2003	\$ 30 43
				03133	5/13/2003	\$ 57 11
				03103	4/13/2003	\$ 556 53
				03013	1/13/2003	\$ 539 18
				02347	12/13/2002	\$ 533 20
		\$ (244 79)	217s674550550	02317	11/13/2002	\$ 395 22
				03228	8/16/2003	\$ 0 21
				03197	7/16/2003	\$ 0 18
				03167	6/16/2003	\$ 0 15
				03136	5/16/2003	\$ 0 12
				03106	4/16/2003	\$ 2 03
				03075	3/16/2003	\$ 2 08
				03047	2/16/2003	\$ 2 05
				03016	1/16/2003	\$ 2 02
				02350	12/16/2002	\$ 2 22
		\$ 382 18	217s674580580	02320	11/16/2002	\$ (255 85)
				03197	7/16/2003	\$ 7 42

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STATE	PRE ACCOUNT	TOTAL PRE DOLLARS PER BAN	POST ACCOUNT	INVOICE	INVOICE DATE	INVOICE TOTAL
				03167	6/16/2003	\$ 5 82
				03136	5/16/2003	\$ 1 13
		\$ 217 62	217s677772772	03106	4/16/2003	\$ 367 81
				03203	7/22/2003	\$ 40 14
				03173	6/22/2003	\$ 41 83
				03112	4/22/2003	\$ 2 019 38
		\$ (1 289 85)	217s678778778	03022	1/22/2003	\$ (1 883 73)
				02329	11/25/2002	\$ (1 289 85)
	TOTAL IL	\$ 16 211 48				
	TOTAL IRA	\$ 19 278 36				\$ 19 278 36
	<b>AIT TOTAL LOCAL UNB</b>					<b>\$ 19 278 36</b>

