

Presentment Date and Time: October 10, 2003 at 12:00 p.m.  
Objection Deadline: October 10, 2003 at 11:30 a.m.

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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

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**STIPULATION AND AGREED ORDER RESOLVING MOTION OF  
BP COMMERCE, LLC FOR RELIEF FROM AUTOMATIC STAY  
TO EXERCISE SETOFF RIGHTS AGAINST SECURITY  
DEPOSIT AND TO COMPEL PAYMENT OF POST-PETITION RENT**

This Stipulation and Agreed Order is entered into by and between Allegiance Telecom, Inc. and its direct and indirect subsidiaries, as debtors and debtors in possession in the above captioned cases (the "Debtors") and BP Commerce, LLC ("BP Commerce").

WHEREAS, on May 14, 2003 (the "Commencement Date"), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and commenced cases under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code; and

WHEREAS, prior to the Commencement Date, on or about June 22, 2000, Intermedia Communications, Inc. ("Intermedia") entered into a written lease agreement (the "Lease") with CC II Realty, Inc. (the original landlord) with respect to the premises located at 7601 Ora Glen Drive, Greenbelt, Maryland (the "Property"); and

WHEREAS, the Lease was assigned (the "Assignment") to the Debtors pursuant to an assignment agreement dated December 20, 2001, by Intermedia, as assignor, and ALGX Business Internet, Inc. ("ALGX"), as assignee; and

WHEREAS, at the time of the Assignment, Allegiance Telecom, Inc. executed a guarantee of all obligations of ALGX under the Lease; and

WHEREAS, pursuant to the terms of the Lease, BP Commerce holds a cash security deposit (the "Security Deposit") posted by the Debtors which was originally in the amount of \$1,158,000.10, but is currently in the amount of \$722,046.79 as a result of monthly draws against it, which were made pursuant to an agreement of the parties; and

WHEREAS, by motion filed with this Court on June 9, 2003, the Debtor sought to reject the Lease pursuant to section 365 of the Bankruptcy Code and to establish the effective date of rejection as the date upon which the Debtors provided BP Commerce notice that they had surrendered the Property, but, in any event, by no later than June 30, 2003; and

WHEREAS, on June 25, 2003, BP Commerce filed the Motion for Relief from Automatic Stay to Exercise Setoff Rights Against Security Deposit and to Compel Payment of Post-Petition Rent.

Now, therefore, it is hereby stipulated and agreed that:

1. The automatic stay arising pursuant to section 362 of the Bankruptcy Code shall be modified for the sole purpose of permitting BP Commerce to exercise its setoff rights against the Security Deposit.

2. Other than set forth in paragraph 1 hereof, all protections afforded by section 362 of the Bankruptcy Code shall remain in full force and effect.

3. Neither this Stipulation, nor any actions taken pursuant hereto, shall constitute evidence admissible against the parties in any action or proceeding other than one to enforce the terms of this Stipulation.

4. Within twenty days from the entry of the order approving this Stipulation, BP Commerce will pay the amount of \$15,000 to the Debtors from the Security Deposit.

5. BP Commerce will retain the remainder of the Security Deposit in complete and total satisfaction of its claims against the Debtors.

6. BP Commerce will withdraw all proofs of claim that it has previously filed in the Debtors' chapter 11 cases.

7. BP Commerce will release any and all claims it has or may have against the Debtors, their present and former parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, principals, officers, directors, employees, agents and attorneys, and their respective representatives, heirs, executors, personal representatives, administrators and assigns, and any and all persons, natural or corporate, in privity with them or acting in concert with them and the Debtors' estates, except to the extent of the Security Deposit.<sup>1</sup>

8. The parties hereto agree that each of them, through their respective counsel, has had a full opportunity to participate in the drafting of this Stipulation and, accordingly, any claimed ambiguity shall be construed neither for nor against either of the parties. This Stipulation constitutes the entire agreement and understanding between the parties, is the final expression of that agreement, and supersedes all previous or contemporaneous oral or written representations, understandings or agreements. This Stipulation shall not be amended or

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<sup>1</sup> The release granted herein shall in no way impair the claim of BP Commerce against Worldcom, Inc. which executed a guarantee of Intermedia's obligations under the Lease prior to the Assignment to ALGX.

supplemented except by a writing executed by the parties hereto or their authorized representatives.

9. The Bankruptcy Court shall retain jurisdiction to interpret, enforce, and resolve any disputes arising under or related to this Stipulation.

10. Any motion or application brought before the Bankruptcy Court to resolve any dispute arising under or related to this Stipulation shall be brought on proper notice in accordance with the relevant Federal Rules of Bankruptcy Procedure and the Local Rules of this Court.

11. Each person who executes this Stipulation by or on behalf of each respective party warrants and represents that he has been duly authorized and empowered to execute and deliver this Stipulation on behalf of such party.

12. This Court shall retain jurisdiction with respect to the interpretation and implementation of this Stipulation.

Dated: September 30, 2003

KIRKLAND & ELLIS LLP

By: /s/ Jonathan S. Henes  
Matthew A. Cantor (MC 7727)  
Jonathan S. Henes (JH 1979)

Citigroup Center  
153 East 53<sup>rd</sup> Street  
New York, New York 10022  
Telephone: (212) 446-4800  
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Counsel to the Debtors and Debtors  
in Possession

WHITEFORD, TAYLOR &  
PRESTON, L.L.P.

By: /s/ Brent C. Strickland  
Brent C. Strickland (BS 7811)

Seven Saint Paul Street  
Baltimore, Maryland 21202  
Telephone: (410) 347-8700

Counsel to BP Commerce, Inc.

SO ORDERED

/s/ ROBERT D. DRAIN  
HON. ROBERT D. DRAIN  
UNITED STATES BANKRUPTCY JUDGE

Dated: October 14, 2003  
New York, New York

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 (I) MOTION FOR RELIEF FROM  
AUTOMATIC STAY TO EXERCISE RIGHTS AGAINST SECURITY DEPOSIT FILED BY  
BP COMMERCE, LLC AND (II) CLAIMS ASSERTED  
BY BP COMMERCE, LLC AGAINST DEBTORS**

STIPULATION AND AGREED ORDER by and between the Allegiance Telecom Liquidating Trust (the "ATLT") and BP Commerce, LLC ("Claimant"). The parties hereby stipulate and agree as follows:

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

WHEREAS, the Debtors' 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 February 20, 2004, the Court entered an order (the "Sale Order") pursuant to which, among other things, the Court: (i) approved the sale to XO Communications, Inc. ("XO") or its designee (together with XO, the "Buyer"), pursuant to and in accordance with a certain

Docket #1817

Asset Purchase Agreement dated as of February 18, 2004 by and among certain of the Debtors and Buyer (the "Purchase Agreement") of substantially all of the assets of Allegiance Telecom, Inc. and Allegiance Telecom Company Worldwide ("ATCW") and all of the stock of the direct and indirect reorganized subsidiaries of ATCW, excluding the stock of Shared Technologies Inc., to be effectuated through a plan of reorganization; free and clear of all liens, claims, encumbrances and interests, and certain taxes; (ii) authorized the assumption and/or assignment to the Buyer of certain executory contracts and unexpired leases; and (iii) granted certain related relief; and

WHEREAS, on June 8, 2004, the Debtors filed their Third Amended Joint Plan of Reorganization (the "Plan"); and

WHEREAS, on June 10, 2004, 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, on June 23, 2004, the Plan went effective for certain Debtors (the "Initial Effective Date")

WHEREAS, the Debtors, as part of the Plan, rejected the lease by and among BP Commerce, LLC, as successor in interest to CC II Realty, Inc. and ALGX Business Internet, Inc., as assignee of Intermedia Communications, Inc., one of the Debtors, for property located at 7615 Ora Glen Drive, Greenbelt Maryland (the "Lease") effective as of the Initial Effective Date (the "Rejection Date"); 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, the purpose of the ATLT is to, among other things, (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, on or about August 10, 2004, BP Commerce filed its Motion for Relief From Automatic Stay to Exercise Rights Against Security Deposit (the "Motion"); and

WHEREAS, on or about September 2, 2004, ATLT filed its Eleventh Omnibus Objection to Certain Lease Rejection Damages Claims (the "Claim Objection") by which ATLT objected to the amount and validity of Claimant's rejection damages claim with respect to the Lease; 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 Motion, the Claim Objection, and all claims asserted against the Debtors by Claimant.

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



1. Claimant will be granted, in partial satisfaction of the damages incurred by Claimant as a result of the rejection of the Lease, an Allowed Secured Claim<sup>1</sup> in the amount of \$541,999.90, which Allowed Secured Claim shall be deemed satisfied in full through Claimant's retention of and deemed setoff against the security deposit held by Claimant in the amount of \$541,999.90, which setoff is hereby consented to by ATLT.

2. Claimant also will be deemed to have an Allowed ATCW Unsecured Claim in the amount of \$350,000, in respect of the remainder of any and all damages Claimant has incurred as a result of the rejection of the Lease (the "Rejection Damage Claim"), and ATLT shall provide Claimant with the initial distribution on account of its Rejection Damages Claim by January 31, 2005.

3. Claimant will be deemed to have elected the "Cash Recovery" (as defined in the Plan) in respect of the full amount of the Rejection Damage Claim.

4. The Motion shall be deemed denied with prejudice.

5. In consideration for the Allowed Secured Claim and the Rejection Damage Claim, except for the relief granted herein, Claimant, on behalf of itself and its affiliates, 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 (as defined in the Plan), liabilities, suits, debts, judgments, and damages, of any kind whatsoever, whether

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<sup>1</sup> Terms not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

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 or its affiliates have, had, or may have in the future against the Estate Parties. This release provision does not impact or impair Claimant's asserted claims against the bankruptcy estates of WorldCom, Inc., et al., case number 02-13533.

6. As of the date hereof, Claimant agrees not to file any proofs of claim, motions or requests for the payment of administrative expenses against the ATLT, the Debtors, or the Debtors' estates, whether in these chapter 11 cases or otherwise.

7. This Stipulation and Agreed Order 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 and Agreed Order.

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

9. The undersigned on behalf of the ATLT and Claimant each represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation and Agreed Order on behalf of such party. Claimant represents and warrants to the ATLT that, as of the date hereof, it is the sole holder of all Claims against the Debtors, the Debtors' estates and the ATLT related to the Claim and Claimant has not assigned, sold, or otherwise transferred any Claims against the Debtors, the Debtors' estates or the ATLT. Claimant represents and warrants that it has

had an opportunity to consult with its own attorney and fully understands the meaning of the provisions in this Stipulation and Agreed Order, including, but not limited to, the releases included herein.

10. 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.

11. 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 and Agreed Order 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 and Agreed Order has been orally altered or modified or otherwise changed by oral communication of any kind or character.

12. 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.

13. This Stipulation and Agreed Order shall be binding upon ATLT, as successor to the Debtors and Claimant and their respective predecessors, successors, subsidiaries, affiliates, assignees, agents, directors, officers, employees and the Plan Administrator.

Dated: New York, New York  
October 11, 2004

**AKIN GUMP STRAUSS HAUER & FELD  
LLP**

By: /s/ Philip C. Dublin  
Ira S. Dizengoff, Esq. (ID-9980)  
Philip C. Dublin, Esq. (PD-4919)  
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Telephone: (212) 872-1000

Counsel to the Allegiance Telecom  
Liquidating Trust

**WHITEFORD, TAYLOR & PRESTON LLP**

By: /s/ Brent Strickland  
Brent Strickland, Esq. (ID-7811)  
7 Saint Paul Street, Suite 1400  
Baltimore, MD 21202  
Telephone: (410) 347-9460

Counsel to BP Commerce, LLC

SO ORDERED, this 12th day of October 2004

/s/Robert D. Drain

UNITED STATES BANKRUPTCY JUDGE

**United States Bankruptcy Court for the  
Southern District of New York**

**PROOF OF CLAIM**

REC'D JUL 19 2004

Name of Debtor <b>Allegiance Telecom, Inc</b>	Case Number <b>03-13057 (RDD)</b>
Name of Creditor (The person or other entity to whom the debtor owes money or property)  <b>BP Commerce, LLC</b>	<input type="checkbox"/> 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. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and Address Where Notices Should be Sent  <b>Brent C Strickland, Esquire Whiteford, Taylor &amp; Preston, L L P 7 St Paul Street, Suite 1400 Baltimore, Maryland 21202</b>	U.S. B.C. SOUTHERN DISTRICT OF NEW YORK ALLEGIANCE TELECOM, INC 03-13057 (RDD) 2851
Telephone Number (401) 347-8700	This Space is for Court Use Only


ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR	<input type="checkbox"/> replaces Check here if this claim <input type="checkbox"/> amends a previously filed claim dated _____
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<b>1 Basis For Claim</b> <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <b>Lease Rejection</b>	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages salaries and compensation (Fill out below)  Your social security number _____ Unpaid compensation for services performed from _____ to _____ (date) (date)
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<b>2 Date Debt Was Incurred</b>	<b>3 If Court Judgment, Date Obtained</b>
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<b>4 Total Amount of claim at Time Case Filed</b> <u>\$1,042,989.30</u> <b>SEE ATTACHED STATEMENT FOR DETAIL</b> If all or part of your claim is secured or entitled to priority also complete Item 5 or 6 below <input type="checkbox"/> 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 additional charges.	
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<b>5 Secured Claim</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff) Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____  Value of Collateral \$ _____  Amount of arrearage and other charges at time case filed included in secured claim above if any \$ _____	<b>6 Unsecured Priority Claim</b> <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim <input type="checkbox"/> 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) <input type="checkbox"/> Contributions to an employee benefit plan 11 U.S.C. § 507(a)(4) <input type="checkbox"/> 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) <input type="checkbox"/> Alimony maintenance or support owed to a spouse former spouse or child 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other Specify applicable paragraph of 11 U.S.C. § 507(a)(____) * Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment
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<b>7 Credits</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.	This Space is for Court Use Only
<b>8 Supporting Documents</b> 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	RECEIVED JUL 16 2004 CLAIMS PROCESSING CENTER USBC, SDNY 1
<b>9 Date-Stamped Copy</b> To receive an acknowledgment of the filing of your claim enclose a stamped self-addressed envelope and copy of this proof of claim	Allegiance Claim  02915

Date  <b>July 15, 2004</b>	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)  <b>Brent C Strickland</b>
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Penalty for presenting fraudulent claim Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§

**ATTACHMENT TO AMENDED PROOF OF CLAIM  
OF BP COMMERCE, LLC**

This claim arises with respect to an Office Building Lease (the "Lease") by and between BP Commerce, LLC ("BP"), as landlord and Debtor, Allegiance Telecom, Inc as guarantor for certain commercial property located at 7615 Ora Glen Drive, Greenbelt, Maryland 20770 A copy of the Lease has been provided to Debtors' counsel and is available upon request

**The Lease Rejection**

The Lease is deemed to have been rejected as of the Initial Effective Date which occurred on June 23, 2004, pursuant to the Court's Order confirming the Debtors' Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code <sup>1</sup>

**BP's Gross Rejection Claim Under the Lease**

Under the terms of the Lease, BP is entitled to rent through November 30, 2010 As a result, BP's total gross damage claim under the Lease is no less than \$7,464,047.39 (the "Gross Claim") This figure is calculated by multiplying the monthly rent times 77 months (7/1/04 through 11/10/10) and does reflect the rental increases provided for under the Lease To the extent necessary, BP reserves the right to further amend its proof of claim to reflect these additional amounts

**BP's Allowable Claim under the Section 502(b)(6) Rent Cap**

BP's Gross Claim is subject to the cap limitation under § 502(b)(6) of the Bankruptcy Code Pursuant to 11 U.S.C. § 502(b)(6), BP is entitled to a rejection claim equal to the rent reserved by the Lease for the greater of (a) one year, or (b) 15 percent, not to exceed 3 years, of the remaining term of the Lease These amounts are calculated as follows

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<sup>1</sup> This proof of claim is without prejudice to, and shall not be deemed a waiver of any post-petition amounts due to BP entitled to administrative claim priority BP expressly reserves the right to assert and prosecute such claims

a One Year \$ 1,083,625 30 (12 months @ \$90,302 11),

b 15 percent not to exceed 3 years of remaining term \$ 1,042,989 30 (15% of 77 months @ \$90,302 11)

The greater of these calculations is **1,083,625 30**, which amount is BP's allowable claim under § 502(b)(6) (the "Capped Claim")

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July 15, 2004

**VIA: FEDERAL EXPRESS**

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

Re: **In re: Allegiance Telecom, Inc., et al.**  
**Case No. 03-13075 (RDD)**

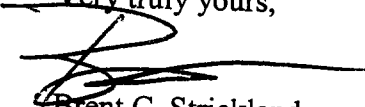
Dear Mr./Ms. Clerk:

Enclosed for filing please find two (2) original and (2) copies of the Proofs of Claim and the Attachments thereto, being filed by BP Commerce, LLC, in the above-captioned case.

Please date stamp the copies of the Proofs of Claim and return same to the undersigned in the enclosed self-addressed stamped envelope.

Should you have any questions or concerns, please contact me. Thank you for your assistance.

Very truly yours,

  
Brent C. Strickland