



ENTERED

TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

The following constitutes the order of the Court.

Signed August 22, 2005

Harlin DeWayne Hale
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
(DALLAS DIVISION)

In re:)	Chapter 11
)	
VARTEC TELECOM, INC., <u>et al.</u> ,)	Case No. 04-81694-saf11
)	
Debtors.)	Jointly Administered
)	

**STIPULATION AND ORDER FOR ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS, AND RELATED CURE, AMONG (I) THE DEBTOR, (II)
BELLSOUTH TELECOMMUNICATIONS, INC., AND (III) COMTEL TELECOM
ASSETS LP, AND SETTLEMENT OF ADVERSARY PROCEEDING NO. 05-3233**

BellSouth Telecommunications, Inc. (“BellSouth”), the above-captioned debtors (collectively, the “Debtors”), Comtel Telecom Assets LP, as assignee of Comtel Investments LLC (“Comtel”), and the Rural Telephone Finance Cooperative to the extent indicated in its signature block below (“RTFC” and together with BellSouth, the Debtors and Comtel, the “Parties”) hereby stipulate and agree as follows with respect to (a) the assumption and assignment of the contracts between the Debtors and BellSouth, and related cure, in connection with the Debtors’ Motion For Authority To Sell Assets Free And Clear Of All Liens, Claims,

Rights, Interests And Encumbrances And For Related Relief (the “Sale Motion”), (b) Adversary Proceeding No. 05-3233 (Bankr. N.D. Tx) and (c) certain related motions.

RECITALS¹

A. On November 1, 2005 (the “Petition Date”), the Debtors each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtors continue to operate their businesses and manage their property as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. BellSouth provides various telecommunications services and facilities to the Debtors. The Debtors use BellSouth’s telecommunications network, including circuits, facilities and equipment, in certain states pursuant to interconnection agreements (collectively, the “ICAs”) and/or applicable tariffs. The ICAs and/or applicable tariffs establish the terms, conditions and pricing under which BellSouth provides the Debtors with access to BellSouth’s network and under which the Debtors may resell BellSouth’s local telephone service for the benefit of the Debtors’ end user customers (all such contractual relationships currently in place between the Debtors and BellSouth, including, without limitation, the ICAs, the B&C Agreements (defined below), certain market agreements between BellSouth and VarTec Telecom, Inc. or Excel Telecommunications, Inc., and applicable tariffs, are referred to, collectively, herein as the “BellSouth Agreements”).

C. Prior to the Petition Date, effective October 1, 2002, the Debtors and BellSouth entered into four (4) Bill Processing Service Operating Agreements (the “B&C Agreements”).

¹ In the event that the Final Closing Date shall not be consummated as provided in the APA (as defined herein) nothing herein shall constitute a waiver, estoppel or be of any preclusive effect in any cause, matter or proceeding, and the Parties respective rights shall be reserved in all respects. All defined terms in this stipulation shall have the meaning ascribed to them in the APA unless otherwise defined herein.

Subject to other terms under the B&C Agreements, the B&C Agreements are set to expire on September 30, 2005.

D. BellSouth holds \$3,383,223.38 related to collections related to the B&C Agreements (the “B&C Revenue”). As of June 30, 2005, BellSouth held an additional \$2,281,823.71 pursuant to the settlement reserve provisions of the B&C Agreements asserted by BellSouth (the “Post-Petition B&C Reserve Amount”).

E. BellSouth asserts that it has a pre-petition claim in the amount of \$9,570,577.70 and a right to setoff in the approximate amount of \$8.7 million, which right of setoff the Debtors and the RTFC dispute. On or about July 14, 2005, the Debtors filed their First Omnibus Objection to Claims (the “Claims Objection”), seeking certain relief with respect to BellSouth.

F. An amount totaling \$3,651,924.71 in cash, among other things, is the subject of Adversary Proceeding No. 05-3233. This amount is being held in an account at United Missouri Bank, N.A. (“UMB Bank”) pending resolution of Adversary Proceeding No. 05-3233 (this amount plus any interest earned thereon, the “UMB Bank Escrow Holdings”).

G. On December 4, 2004, to provide BellSouth with adequate assurance of payment for postpetition charges, the Bankruptcy Court entered that certain Stipulation and Consent Order By and Among Certain Carriers and the Debtors Regarding Adequate Assurance/Adequate Protection of Future Payments (the “Carriers Stipulation”).

H. On June 17, 2005, the Debtors filed their Sale Motion, seeking approval for the sale of substantially all of their assets to Leucadia National Corporation, or its authorized assignee, pursuant to the procedures approved by the Court in the Bid Procedures Order.²

² The term "Bid Procedures Order" refers to the Order (A) Approving Sale Procedures And Bid Protections In Connection With Sale Of Certain Acquired Assets; (B) Scheduling An Auction And Hearing To Consider Approval Of The Sale; (C) Approving Notice Relating To Sale; And (D) Granting Related Relief (Sale Of Substantially All Of The Debtors' Remaining Assets) entered by the Bankruptcy Court on June 30, 2005.

I. On July 20, 2005, BellSouth was among certain carriers who filed the Response of the SBC Telcos, BellSouth, MCI, Qwest, Verizon and TimeWarner Telecom to Debtors' Motion for Authority to Sell Assets Free and Clear of all Liens, Claims, Rights, Interests and Encumbrances and for Related Relief (the "Carriers' Sale Objection").

J. On July 1, 2005, BellSouth filed the Motion of BellSouth Telecommunications, Inc. for an Order Compelling Debtor to Assume or Reject Executory Contracts (the "Motion to Compel"), seeking an order compelling the Debtors to elect as of the effective date of any management services agreement or change in control of the Debtors whether to assume or reject the BellSouth Agreements. Pending at the time was the Debtors' Motion to Authorize Rejection of Circuit Agreements (the "Circuit Rejection Motion"). The Circuit Rejection Motion remains pending as to BellSouth.

K. On May 6, 2005, the Debtors filed their Motion to Determine BellSouth's Ability to Effectuate Setoff, Withhold Debtors' Funds and Compel Compliance with the Carrier's Stipulation (the "Setoff Motion").

L. On May 31, 2005, BellSouth filed its Response to the Setoff Motion.

M. The Bankruptcy Court consolidated the Setoff Motion into Adversary Proceeding Number 05-3233 (the "Setoff Litigation").

N. At an auction held on July 25, 2005, Comtel prevailed as the winning bidder and has entered into an Asset Purchase Agreement (the "APA")³ with the Debtors with a Purchase Price of \$82,100,000.

³ All discussion herein of terms of the APA are descriptive only and the APA shall control in the event any description herein is in conflict with the APA.

O. The APA provides that, upon the Early Funding Date (which occurred on August 1, 2005), Comtel is required to place into escrow the Purchase Price Escrow Amount (i.e. 50% of the Purchase Price). (APA § 2.10.)

P. The APA further provides that after the later of (i) the Early Funding Date and (ii) the expiration of the Hart-Scott-Rodino waiting period, the Sellers will transfer to Comtel the Transferred Assets, but will not transfer at that time the Non-Transferred Assets. (APA § 2.14(a).)

Q. The date on which the Transferred Assets are to be transferred is referred to as the Closing Date.

R. The Date on which the Non-Transferred Assets are to be transferred is referred to as the Final Closing Date.

S. After receipt of the FCC Consents, the APA requires that the Sellers and Comtel enter into a Management Services Agreement (the “MSA”).⁴ (APA § 5.1(b).)

T. The Final Closing Date will take place on the second Business Day after the satisfaction of the regulatory requirements as set forth in section 6.6 of the APA. Those conditions include receipt of the consents that are required to be received from the state or local public service or public utilities commissions with jurisdiction over the transaction, i.e., the State PUC Consents.

U. Under the APA, upon the occurrence of certain conditions precedent, Comtel has the right to acquire the B&C Revenue and the Post-Petition B&C Reserve Amount and to dispose of them in any manner, including in settlement, compromise or other arrangement with BellSouth, and the B&C Revenue and the Post-Petition B&C Reserve Amount shall be deemed

⁴All discussion herein of terms of the MSA are descriptive only and the MSA shall control in the event any description herein is in conflict with the MSA.

an Acquired Asset under the APA that are disposed of in accordance with the terms of this Stipulation and Order. (APA § 5.16.)

V. In connection with the Sale Motion, the Carriers' Sale Objection, the Motion to Compel, the UMB Bank Escrow Holdings, and other miscellaneous motions identified herein, the Parties have agreed, subject to the terms and conditions contained herein and the consummation of the Final Closing Date under the APA, to (i) the assumption by the Debtors and assignment to Comtel of the BellSouth Agreements under section 365 of the Bankruptcy Code, (ii) the dismissal with prejudice of the Setoff Litigation and (iii) the other terms more particularly described in the operative paragraphs of this Stipulation and Order.

W. The Debtors agree to file this Stipulation and Order with the Bankruptcy Court promptly upon the execution hereof, and request that the Bankruptcy Court approve and “so order” this Stipulation and Order. The Date that the Bankruptcy Court “so orders” this Stipulation and Order shall be referred to as the “Approval Date”.

X. The date that is eleven (11) business days following the Approval Date is referred to as the Payment Date.

IT IS THEREFORE STIPULATED, CONSENTED, AND AGREED by and among the Parties, and subject to the terms and conditions set forth herein, as follows:

1. Pursuant to section 365 of the Bankruptcy Code, effective as of the Final Closing Date, each of the BellSouth Agreements shall be deemed assumed by the Debtors and assigned to Comtel.

2. BellSouth agrees that, as of the Final Closing Date, all applicable requirements for the assumption and assignment of the BellSouth Agreements will be deemed satisfied.

3. In full satisfaction of the prepetition cure and compensation obligations to BellSouth under section 365(b)(1) of the Bankruptcy Code, effective as of the Final Closing Date: (a) BellSouth shall be entitled to retain 100% of the B&C Revenue; (b) BellSouth shall be entitled to retain \$500,000 of the Post-Petition B&C Reserve Amount as a continuing settlement reserve pursuant to the terms of the B&C Agreements; (c) BellSouth shall credit to the Debtors/Comtel's account \$300,000 of the Post-Petition B&C Reserve Amount; and (d) BellSouth shall be entitled to retain the balance of the Post-Petition B&C Reserve Amount.

4. Effective as of the consummation of the Final Closing Date, the amounts payable to or retained by BellSouth pursuant to Paragraphs 3 herein, shall constitute full and final satisfaction of the Debtors' and Comtel's prepetition cure and compensation obligations to BellSouth under section 365(b)(1) of the Bankruptcy Code with respect to the BellSouth Agreements, and BellSouth shall have no further prepetition claim against the Debtors, except for any claim pursuant to paragraph 15 herein.

5. The issues relating to the UMB Bank Escrow Holdings in the Setoff Litigation shall be resolved by distributing the UMB Bank Escrow Holdings on the Payment Date as follows: (a) \$1.875 million to the RTFC as a cash settlement; and (b) the balance to BellSouth as a cash settlement. This Stipulation and Order shall serve as the instruction letter to UMB Bank directing UMB Bank to make the foregoing transfers on the Payment Date.

6. Solely with respect to timing, in the event that the Debtors, on the one hand, and SBC Telcos, Qwest, or Verizon, on the other hand, enter into an agreement that provides for any such carrier to retain, prior to the Final Closing Date, either its accounts payable to the Debtors ("PARs") or receive any cure payment, then, immediately upon Court approval of such agreement, BellSouth shall immediately be entitled to such more favorable timing treatment with

respect to the B&C Revenue, the Post-Petition B&C Reserve Amount and/or payment related thereto (i.e., if another carrier is entitled to retain its PARs effective upon the Closing Date, rather than the Final Closing Date, BellSouth shall also be entitled to retain its PARS effective upon the Closing Date, rather than the Final Closing Date; if another carrier is entitled to receive a cash payment effective upon the Closing Date, rather than the Final Closing Date, etc.).

7. Pending the Final Closing Date (a) all of the terms of the BellSouth Agreements shall remain in full force and effect, subject to the terms and conditions of the Carriers Stipulation; (b) the Carriers Stipulation shall remain in full force and effect with regard to the BellSouth Agreements, except to the extent that the payment terms are modified as provided below; (c) BellSouth shall retain all bankruptcy and non-bankruptcy rights to payment of postpetition obligations owed by the Debtors, including, without limitation, all rights to prepayment under the Carriers Stipulation, unless modified herein; (d) provided that each Party hereto is in compliance with its obligations under this Stipulation and Order and the Carriers Stipulation (as modified below) (i) BellSouth shall not file with the Court any motion seeking to compel the Debtors to assume or reject any of the BellSouth Agreements, or similar relief, nor shall it join in any request for such relief made by any other entity; and (ii) except as allowed below, the Debtors shall not file with the Court any motion seeking to reject any of the BellSouth Agreements (or parts thereof including circuits), seeking to adjust BellSouth's claims, or any similar relief. Upon consummation of the Final Closing Date, and subject to the terms herein, Comtel shall be solely responsible for compliance with all terms of the BellSouth Agreements, including payment for all outstanding obligations arising after the Petition Date, the Carriers Stipulation shall no longer be in effect as to Comtel with respect to BellSouth except as set forth

herein, and all prepetition claims of BellSouth against the Debtors shall be deemed satisfied in full.

8. Upon the effectiveness of the MSA (the “MSA Date”), net 15 day payment terms shall govern the payment obligations of the Debtors to BellSouth for any obligations in the BellSouth Agreements. Thereafter, upon the Debtors entering into new bill processing service operating agreements with BellSouth and the effectiveness thereof, which agreements (or agreement, as the case may be), among other things, specifically permit BellSouth to setoff or recoup any amounts owing by the Debtors/Comtel to BellSouth for charges incurred after the MSA Date against any amounts that may be owed by BellSouth to the Debtors/Comtel after the MSA Date and as such agreement may otherwise be mutually agreeable to the Debtors and BellSouth (the “New B&C Agreement”), net 30 day payment terms shall govern the payment obligations of the Debtors to BellSouth for any obligations in the BellSouth Agreements. Upon the Final Closing Date, the obligations set forth in the preceding sentences of this paragraph shall terminate and assurance of payment obligations, if any, shall be governed by the terms of the BellSouth Agreements. In the event the Debtors/Comtel fail to comply with the net 15 or 30 day payment terms prior to the consummation of the Final Closing Date and fail to cure that default after two business days notice and opportunity to cure, or the Comtel fails to maintain EBITDA⁵ greater than zero on a quarterly basis through six (6) months following the consummation of the Final Closing Date, the Carriers Stipulation payment terms shall be put in place as to Comtel for a period not less than six (6) months, and continue thereafter until such time as the Parties using commercially reasonable efforts can agree upon new terms or security. Upon consummation of the Final Closing Date, BellSouth shall be entitled to perform periodic credit reviews pursuant to

⁵ “EBITDA” means, for any period, the sum, determined on a consolidated basis, of (a) net income, (b) interest expense, (c) income tax expense, (d) depreciation expense, and (e) amortization expense, based on financial statements prepared in accordance with Generally Accepted Accounting Principles.

the terms of the BellSouth Agreements, or if such terms are not contained in the BellSouth Agreements, pursuant to BellSouth's customary practice for performing credit reviews. Upon BellSouth's request, Comtel shall promptly supply relevant financial information to BellSouth, including without limitation, consolidated income statements, balance sheets and cash flow statements.

9. Effective as of the consummation of the Final Closing Date, the Debtors and Comtel, on the one hand, and BellSouth on the other hand, shall be deemed to have fully and forever waived, released, extinguished and forever discharged each other from any and all claims, actions, complaints, causes of action, debts, costs and expenses (including attorneys' fees), demands or suits, at law or in equity or in bankruptcy (including, without limitation, any avoidance actions under Chapter 5 of the Bankruptcy Code) or otherwise, known or unknown, present or future, fixed or contingent, which each Party to this release paragraph may have or claim to have against the other from the beginning of time through March 31, 2005, provided however that this release is subject to the provisions of Paragraph 11 below.

10. Effective as of the Final Closing Date, the RTFC and BellSouth shall be deemed to have fully and forever waived, released, extinguished and forever discharged each other from any and all claims, actions, complaints, causes of action, debts, costs and expenses (including attorneys' fees), demands or suits, at law or in equity or in bankruptcy (including, without limitation, any avoidance actions under Chapter 5 of the Bankruptcy Code) or otherwise, known or unknown, present or future, fixed or contingent, which the RTFC or BellSouth may have or claim to have against each other from the beginning of time through March 31, 2005 relating to the Debtors. Also effective as of the Final Closing Date, to the extent that BellSouth has any remaining claim against the Debtors from the beginning of time through the Petition Date (and,

in light of the releases contained in this Stipulation and Order, BellSouth has not represented that it will have any such claim), excluding any claim that may arise pursuant to paragraph 15 herein, BellSouth further shall be deemed to have assigned such claim, if any, to the RTFC (including, without limitation, any right of BellSouth in any recovery by the Debtors or their estates from the RTFC on account of BellSouth's prepetition claim), provided however that this release is subject to the provisions of Paragraph 11 below. Nothing contained in this paragraph shall constitute a release by BellSouth or the RTFC of any post March 31, 2005 claims against each other.

11. The foregoing releases shall not affect (i) obligations contained in this Stipulation and Order or that survive this Stipulation and Order; or (ii) the underlying validity or enforceability of the BellSouth Agreements or any obligations, terms or conditions related thereto for the post-release period. The foregoing releases and this Stipulation and Order are intended to resolve, without limitation, all claims or charges for services rendered or billed on or prior to March 31, 2005 (the "Pre-March 31 Services"), and all payments made on or before March 31, 2005, and shall not act to reverse any payments, credits, refunds, or similar items made or given in the ordinary course of business or otherwise on or prior to the execution date hereof by BellSouth or the Debtors to the other on account of the Pre-March 31 Services, and further shall not act to release claims for services rendered after March 31, 2005. Nothing in the releases shall be deemed to prevent the Debtors, Comtel or BellSouth from supporting, proposing or opposing any legislation, or participating in any rulemaking or generic policy proceeding at the federal communications commission or any state public service commission, regardless of whether BellSouth's position is contrary to the position taken by the Debtors or Comtel, or if the Debtors' or Comtel's position is contrary to the position taken by BellSouth. The foregoing releases shall not affect any claim pursuant to Paragraph 15 herein.

12. Pending the Final Closing Date, none of the Parties hereto shall take any action with respect to the Setoff Litigation, and within five Business Days after the Approval Date, the Parties shall file with the Court a joint stipulation in which they agree to defer prosecution of the Setoff Litigation pending the consummation of the Final Closing Date. Effective upon the consummation of the Final Closing Date, the Setoff Litigation shall be deemed dismissed with prejudice. Within two Business Days of the Final Closing Date, the Debtors, the RTFC and BellSouth shall file a Stipulation of Dismissal with Prejudice of the Setoff Litigation.

13. Effective upon execution by all Parties of this Stipulation and Order and no objection by the Official Committee of Unsecured Creditors to its terms (and without the need for the Court to “so order this Stipulation”), BellSouth’s Motion to Compel, the Circuit Rejection Motion as to BellSouth and the Claims Objection as to BellSouth shall be adjourned to a date that is up to ten Business Days after the proposed Approval Date. Effective upon the Approval Date, BellSouth’s Motion to Compel, the Circuit Rejection Motion as to BellSouth and the Claims Objection as to BellSouth shall be abated and, upon the Final Closing, deemed withdrawn with prejudice .

14. In the event that the APA is terminated prior to the consummation of the Final Closing Date or the Final Closing Date does not otherwise occur, BellSouth shall be deemed to have reserved all of its rights to object to any other sale of the Debtors’ assets and to seek to compel the assumption or rejection of the BellSouth Agreements.

15. All BellSouth services disconnected by the Debtors or Comtel shall be pursuant to the terms of the applicable BellSouth Agreement, including the submission of such requests to BellSouth using ASRs or LSRs as applicable. Ordinary course disconnection charges (i.e., operational costs associated with disconnection, but no penalties) for disconnection requests

dated prior to or after December 15, 2005 shall be paid in full by Comtel after consummation of the Final Closing Date in accordance with the applicable BellSouth Agreement and, in the event no Final Closing shall be consummated, shall be treated as pre-petition general unsecured claims which will be retained by BellSouth in the Debtors' Chapter 11 Cases. Disconnection term, volume or related charges incurred for disconnection requests dated on or prior to December 15, 2005 shall be treated as pre-petition general unsecured claims which will be retained by BellSouth in the Debtors' Chapter 11 Cases. Disconnection term, volume or related charges for disconnection requests dated after December 15, 2005, shall be paid in full by Comtel after consummation of the Final Closing Date and, in the event no Final Closing shall be consummated, shall be treated as pre-petition general unsecured claims which will be retained by BellSouth in the Debtors' Chapter 11 Cases.

16. In the event of any inconsistency between any provision of the Sale Order and this Stipulation and Order, the terms of this Stipulation and Order shall control.

17. Unless a Party has violated the terms of this Stipulation and Order, no other Party shall seek from any court or regulatory body the entry of any order, or the granting of any relief, that is inconsistent with the terms of this Stipulation and Order.

18. The Debtors and Comtel shall provide notice to BellSouth of the MSA Date and the Final Closing Date within two Business Days after their occurrence. In the event of a termination of the APA or a material modification thereof, the Debtors and Comtel shall provide notice to BellSouth of such termination of the APA within two Business Days after such termination of the APA.

19. All notices under this Stipulation and Order shall be delivered by (i) overnight delivery service or (ii) e-mail and facsimile. A notice shall be deemed to have been delivered on

the date that it was sent. All notices to BellSouth under this Stipulation and Order shall be sent to:

Reginald A. Greene, Esq.
BellSouth Telecommunications, Inc.
4300 BellSouth Center
Atlanta, Georgia 30375
Facsimile Number: (404) 614-4054
Reginald.Greene@BellSouth.com

with a copy to:

Paul M. Rosenblatt, Esq.
Kilpatrick Stockton LLP
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309
Facsimile Number: (404) 541-3373
prosenblatt@kilpatrickstockton.com

All notices to the Debtors and/or Comtel under this Stipulation and Order shall be sent to:

Peter M. Gilhuly, Esq.
Latham & Watkins, LLP
633 West Fifth Street, Suite 4000
Los Angeles, California 90071-2007
Phone: 213.485.1234
Fax: 213.891.8763
E-mail: peter.gilhuly@lw.com

William L. Wallander, Esq.
Vinson & Elkins L.L.P.
3700 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201
Phone: 214.220.7700
Fax: 214.999.7905
Email: bwallander@velaw.com

20. Each of the Parties represents that, subject to the entry of the Order approving this Stipulation and Order by the Bankruptcy Court in the bankruptcy cases of the Debtors, it has the

requisite power, authority and legal capacity to make, execute, enter into and deliver this Stipulation and Order and to fully perform its duties and obligations hereunder.

21. No modification, amendment or waiver of any of the terms or provisions of this Stipulation and Order shall bind any Party unless such modification, amendment or waiver is in writing, has been approved by the Bankruptcy Court, and has been executed by a duly authorized representative of the Party against whom such modification, amendment or waiver is sought to be enforced.

22. No delay or omission by any Party in exercising any right or power occurring upon any noncompliance or default by any other Party with respect to any of the terms and provisions of this Stipulation and Order will impair any such right or power or be construed to be a waiver thereof. A waiver by any of the Parties of any of the covenants, conditions or agreements to be performed by any other Party will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement contained in this Stipulation and Order.

23. This Stipulation and Order may be executed in one or more counterparts, each of which, when so executed and delivered, shall be an original and all of which together shall constitute one and the same instrument.

24. The Parties acknowledge that this Stipulation and Order is the joint work product of all of the Parties, and that, accordingly, in the event of ambiguities in this Stipulation and Order, no inferences shall be drawn against any Party on the basis of authorship of this Agreement.

25. Nothing in this Stipulation and Order shall constitute, or be considered as, an admission of liability or wrongdoing by any of the Parties, or any agreement by any of the Parties as to the validity of any of the positions advanced by any of the other Parties.

26. The Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Stipulation and Order.

27. This Stipulation and Order shall be binding upon any successors or assigns of the Parties hereto, including, without limitation, any Chapter 7 trustee who may be appointed for the estates of the Debtors.

28. This Stipulation and Order shall constitute the entire agreement by and among the Parties hereto regarding the matters addressed herein. No extrinsic or parol evidence may be used to vary any of the terms herein.

STIPULATED AND AGREED THIS 19TH DAY OF AUGUST, 2005.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: /s/ Reginald A. Greene

Name: Reginald A. Greene, Esq.

Title: Operations & Bankruptcy Counsel

-AND-

/s/ Paul M. Rosenblatt

KILPATRICK STOCKTON LLP

Paul M. Rosenblatt

1100 Peachtree Street, Suite 2800

Atlanta, Georgia 30309

(404) 815-6321 (telephone)

(404) 541-3373 (fax)

ATTORNEYS FOR BELLSOUTH
TELECOMMUNICATIONS, INC.

DEBTORS

By: /s/ Michael G. Hoffman
Name: Michael G. Hoffman
Title: President and CEO

-AND-

/s/ William L. Wallander
VINSON & ELKINS L.L.P.
Daniel C. Stewart, SBT #19206500
William L. Wallander, SBT #20780750
Trammell Crow Center
2001 Ross Avenue, Suite 3700
Dallas, Texas 75201
(214) 661-7299

ATTORNEYS FOR DEBTORS

RTFC*

By: _____

Name: _____

Title: _____

-AND-

/s/ Toby Gerber * signed with permission by William Greendyke

FULBRIGHT & JAWORSKI L.L.P.

Toby L. Gerber, SBT # 07813700

200 Ross Avenue - Suite 2800

Dallas, Texas 75201

(214) 855-7171

ATTORNEYS FOR RTFC

* Signature by RTFC is solely as to paragraphs 5, 10, 11 and 12 hereof.

COMTEL TELECOM ASSETS LP

By: Comtel Assets Inc.
Its: General Partner

By: /s/ William Zartler
Name: William Zartler
Title: President

-AND-

/s/ Peter M. Gilhuly
LATHAM & WATKINS, LLP
Peter M. Gilhuly
633 West Fifth Street, Suite 4000
Los Angeles, California 90071-2007
(213) 485-1234

ATTORNEYS FOR COMTEL

SO ORDERED.