



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) THE OPERATING TELEPHONE
COMPANY SUBSIDIARIES OF VERIZON COMMUNICATIONS INC.,
AND (III) COMTEL TELECOM ASSETS LP**

The operating telephone company subsidiaries of Verizon Communications Inc. (such subsidiaries, collectively, "Verizon"),¹ the above-captioned debtors (the "Debtors"), and Comtel Telcom Assets L.P. as assignee of Comtel Investments LLC " ("Comtel" or the "Comtel Buyer")

¹ The operating telephone company subsidiaries of Verizon Communications Inc. are Verizon North Inc., Contel of the South, Inc., Verizon South Inc., Verizon Northwest Inc., GTE Midwest Incorporated d/b/a Verizon Midwest, GTE Southwest Inc. d/b/a Verizon Southwest, Verizon California Inc., Verizon Delaware Inc., Verizon Florida Inc., Verizon Maryland Inc., Verizon New England Inc., Verizon New Jersey Inc., Verizon New York Inc., Verizon Pennsylvania Inc., Verizon Virginia Inc., Verizon Washington, DC Inc., Verizon West Virginia Inc., and Verizon West Coast Inc.

(all of the aforementioned collectively, the “Parties,” and individually, a “Party”) hereby stipulate and agree as follows with respect to the assumption and assignment of the contracts between the Debtors and Verizon, 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”).

RECITALS²

A. On November 1, 2004 (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. The Verizon entities that are Parties to this Stipulation and Order include all of the operating telephone company subsidiaries of Verizon Communications Inc. Verizon provides various telecommunications services and facilities to the Debtors. The Debtors use Verizon’s telecommunications network, including circuits, facilities and equipment, in certain states pursuant to interconnection agreements (the “ICAs”) and/or applicable tariffs. The ICAs and/or applicable tariffs establish the terms, conditions and pricing under which Verizon provides the Debtors with access to Verizon’s network and under which the Debtors may resell Verizon’s local telephone service for the benefit of the Debtors’ end user customers (all such contractual relationships currently in place between the Debtors and Verizon, including, without limitation, the ICAs and applicable tariffs, are referred to herein as the “Verizon Network Agreements”).

² 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 the them in the APA unless otherwise defined herein.

C. Verizon has represented that Contract Number 112348 with the Debtors is the only Verizon Network Agreement of which Verizon is aware that has termination penalties that would be associated with the rejection of such Verizon Network Agreement.

D. Prior to the Petition Date, as of August 1, 2002, the Debtors and Verizon also entered into a Billing Services Agreement (the “B&C Agreement”).

E. Verizon has asserted that, as of the Petition Date, the Debtors were indebted to Verizon (i) for telecommunications services and facilities under the Verizon Network Agreements in the amount of \$6,990,554.88; and (ii) under the B&C Agreement in the amount of \$3,842,471.90. Verizon has further acknowledged that, as of the Petition Date, it was indebted to the Debtors under the B&C Agreement in the amount of \$9,636,744.02 (any amounts owing by Verizon to the Debtors under the B&C Agreement are referred to herein as the “Verizon PARS Payables”). The Debtors have disputed varying amounts of the foregoing sums, including asserting that the Debtors owe less to Verizon than Verizon contends and asserting that Verizon owes more to the Debtors than Verizon contends.

F. To provide Verizon 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”).

G. 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.³

³ 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.

H. On July 20, 2005, Verizon was among certain carriers who filed the Response of the SBC Telcos, Verizon, MCI, Qwest, BellSouth 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").

I. On July 1, 2005, Verizon filed the Motion of the Operating Telephone Company Subsidiaries of Verizon Communications Inc. for an Order Compelling the Debtors to Assume or Reject Executory Contracts (the "Motion to Compel"), seeking an order compelling the Debtors to elect, as of entry of an Order approving the Sale Motion, whether to assume the Verizon Network Agreements.

J. On June 28, 2005, the Debtors filed their First Amended Motion to Determine the Verizon Entities' Ability to Effectuate Setoff (the "Setoff Motion"), asserting that Verizon does not have a right of setoff as to certain of the Verizon PARS Payables.

K. On July 5, 2005, Verizon filed its Response to the Setoff Motion.

L. On July 13, 2005, the Bankruptcy Court converted the Setoff Motion to Adversary Proceeding Number 05-03548 (the "Adversary Proceeding" or the "Setoff Litigation").

M. At an auction held on July 25, 2005, Comtel prevailed as the winning bidder and has entered into an Asset Purchase Agreement with the Debtors with a Purchase Price of \$82,100,000 (the "APA").⁴

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

⁴ 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 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 the Comtel Buyer the Transferred Assets, but will not transfer at that time the Non-Transferred Assets. (APA § 2.14(a).

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

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

R. After receipt of the FCC Consents, the APA requires that the Sellers and the Comtel Buyer enter into a Management Services Agreement (the “MSA”).⁵ (APA § 5.1(b).)

S. 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.

T. Under the APA, upon the occurrence of certain conditions precedent, the Comtel Buyer has the right to acquire the Verizon PARS Payables and to dispose of them in any manner, including in settlement, compromise or other arrangement with Verizon, and the Verizon PARS Payables shall be deemed an Acquired Asset under the APA that are disposed of in accordance with the terms of this Stipulation and Order. (APA § 5.16.)

U. In connection with the Sale Motion, the Carriers' Sale Objection and the Motion to Compel, Verizon, the Debtors and the Comtel Buyer have agreed, subject to the terms and

⁵All 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.

conditions contained herein and the consummation of the Final Closing Date under the APA, to (i) the assumption by the Debtors and assignment to the Comtel Buyer of the Verizon Network 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.

V. The Debtors agree to file this Stipulation and Order with the Bankruptcy Court promptly upon the execution hereof, and request that the Bankruptcy Court accept 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”.

IT IS THEREFORE STIPULATED, CONSENTED, AND AGREED by and among the Debtors, Comtel and Verizon, 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 consummation of the Final Closing Date, each of the Verizon Network Agreements shall be deemed assumed by the Debtors and assigned to Comtel Buyer.

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

3. In full satisfaction of the prepetition cure and compensation obligations to Verizon under section 365(b)(1) of the Bankruptcy Code, (a) effective as of the consummation of the Final Closing Date, Verizon shall be entitled to retain the Verizon PARS Payables, and no entity shall have any further claim against Verizon with respect to the Verizon PARS Payables

and (b) on or before the Final Closing Date, the Comtel Buyer shall pay to Verizon the sum of \$250,000 (the “Cash Cure Payment”) by wire transfer.

4. Effective as of the consummation of the Final Closing Date, the Partial Prepetition Cure Payment, together with Verizon’s entitlement to retain the Verizon PARS Payables, shall constitute full and final satisfaction of the Debtors’ and the Comtel Buyer’s prepetition cure and compensation obligations to Verizon under section 365(b)(1) of the Bankruptcy Code with respect to the Verizon Network Agreements, and Verizon shall have no further prepetition claim against the Debtors.

5. Solely with respect to timing, in the event that the Debtors, on the one hand, and SBC Telcos, Qwest, or BellSouth, on the other hand, enter into an agreement that provides for any such carrier to receive, prior to the Final Closing Date, either its accounts payable to the Debtors (“PARs”) or any cure payment, then, immediately upon Court approval of such agreement, Verizon shall immediately be entitled to such more favorable timing treatment with respect to the Verizon PARS Payables 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, Verizon 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, Verizon shall also be entitled to receive its \$250,000 Cash Cure Payment effective upon the Closing Date, rather than the Final Closing Date).

6. Pending the consummation of the Final Closing Date (a) all of the terms of the Verizon Network 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 Verizon Network Agreements, except to the extent that the payment terms are modified as provided below; (c) Verizon 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 through and including the date that the Debtors and Comtel enter into the MSA; (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) Verizon shall not file with the Court any motion seeking to compel the Debtors to assume or reject any of the Verizon Network Agreements, or similar relief, nor shall it join in any request for such relief made by any other party; and (ii) except as allowed below, the Debtors shall not file with the Court any motion seeking to reject any of the Verizon Network Agreements, or similar relief. From and after the consummation of the Final Closing Date, the Comtel Buyer shall be solely responsible for compliance with all terms of the Verizon Network Agreements, including payment for all outstanding obligations arising after the Petition Date, the Carriers Stipulation shall no longer be in effect as to the Comtel Buyer with respect to Verizon, and all claims of Verizon against the Debtors shall be deemed satisfied in full.

7. Upon the effectiveness of the MSA (the “MSA Date”), the normal payment terms set forth in the Verizon Network Agreements shall govern the payment obligations of the Debtors to Verizon, provided that, no later than the MSA Date, either (i) Comtel has posted an unconditional, irrevocable standby letter of credit, naming Verizon as the beneficiary thereof and otherwise in form and substance acceptable to Verizon, in the amount billed by Verizon to the Debtors during the two calendar months prior to the MSA Date, or (ii) the Debtors have entered into directly, and begun operating under, an agreement with Verizon for the billing and collection of all receivables owed to the Debtors by their end user customers in the Verizon

geographic territories, which agreement specifically permits Verizon to setoff or recoup any amounts owing by the Debtors to Verizon for charges incurred after the MSA Date against any amounts that may be owed by Verizon to the Debtors after the MSA Date and as such agreement may otherwise be mutually agreeable to the Debtors and Verizon (the “New B&C Agreement”). Upon the consummation of the Final Closing Date, the obligations set forth in sub-parts (i) and (ii) of the preceding sentence shall terminate and assurance of payment obligations, if any, shall be governed by the terms of the Verizon Network Agreements. In the event that following the MSA Date and prior to consummation of the Final Closing Date the normal payment terms set forth in the Verizon Network Agreements are in place and the Debtors default on the payment terms set forth in the Verizon Network Agreements and fail to cure the default after two Business Days notice and opportunity to cure, in addition to any other rights that Verizon may have, Verizon may seek an order from the Bankruptcy Court compelling the immediate payment of the past due sums.

8. Effective upon the consummation of the Final Closing Date, the Debtors and the Comtel Buyer, on the one hand, and Verizon 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 may have or claim to have against the other from the beginning of time through the Petition Date relating to the Debtors. As the release contained in this paragraph is a release of claims prior to the Petition Date, nothing contained in this paragraph (or elsewhere in this Stipulation and Order) shall be deemed to release claims of

the Debtors (or, after the consummation of the Final Closing Date, the Comtel Buyer) against Verizon, or of Verizon against the Debtors (or, after the consummation of the Final Closing Date, the Comtel Buyer) relating to (i) postpetition amounts owing to the Debtors under the B&C Agreement and withheld pursuant to the terms of the Carriers Stipulation, or (ii) the claims of Verizon for unbillable, uncollectible or post-billing adjustment amounts, or unpaid billing and collection ancillary charges, under the B&C Agreement, as described in the Carriers Stipulation (the “Remaining PARS Dispute”). If the Parties are unable to resolve the Remaining PARS Dispute consensually, the Debtors (or, after the consummation of the Final Closing Date, the Comtel Buyer) or Verizon may file an appropriate pleading in the Bankruptcy Court asking the Bankruptcy Court to adjudicate the Remaining PARS Dispute.

9. Effective upon the consummation of the Final Closing Date, the Rural Telephone Finance Cooperative (“RTFC”) and Verizon 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 Verizon may have or claim to have against each other from the beginning of time through the Petition Date relating to the Verizon PARS Payables. Also effective upon the consummation of the Final Closing Date, to the extent that Verizon 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, Verizon has not represented that it will have any such claim), Verizon further shall be deemed to have assigned such claim, if any, to the RTFC (including, without limitation, any right of Verizon in any recovery by the

Debtors or their estates from the RTFC on account of Verizon's prepetition claim). Nothing contained in this paragraph shall constitute a release by Verizon or the RTFC of any postpetition claims against each other.

10. 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 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 consummation of the Final Closing Date, the Debtors and Verizon shall file a Stipulation of Dismissal with Prejudice of the Setoff Litigation in the Adversary Proceeding.

11. Effective upon the execution by all Parties of this Stipulation and Order and the absence of any objection by the Official Committee of Unsecured Creditors to its terms (and without the need for the Court to “so order this Stipulation”), the Sale Objection shall be deemed withdrawn with prejudice as to Verizon, and Verizon’s Motion to Compel shall be adjourned to a date that is up to ten Business Days after the proposed Approval Date. Effective upon the Approval Date, Verizon’s Motion to Compel shall be deemed withdrawn with prejudice.

12. 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, Verizon 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 Verizon Network Agreements.

13. Effective immediately upon the execution of this Stipulation and Order by Verizon and the Comtel Buyer, Verizon agrees that the Debtors shall be entitled to provide to the Comtel Buyer any documents or information that Verizon has provided to the Debtors with

respect to a Verizon Wholesale Advantage Services Agreement (collectively, the “Wholesale Advantage Information”).

14. The Comtel Buyer agrees that it shall only provide access to the Wholesale Advantage Information to those parties who agree to be bound by the terms of the nondisclosure agreement previously executed between Verizon Services Corp. and Vartec Telecom, Inc. In the event that, following the assignment of the Verizon Network Agreements to the Comtel Buyer, the Comtel Buyer desires to enter into a Wholesale Advantage Services Agreement with Verizon, Verizon and the Comtel Buyer shall negotiate to enter into such an agreement in good faith.

15. Notwithstanding the terms of paragraph 6(d)(ii) hereof, because the Debtors and the Comtel Buyer will be working together to implement actions to optimize, or "groom," the Debtors' network, prior to the consummation of the Final Closing Date, the Debtors may reject Contract Number 112348 prior to the consummation of the Final Closing Date (provided, that the Debtors shall terminate any circuits associated with Contract Number 112348 by submission of ASRs to Verizon), and any termination penalties or other claims arising from such rejection shall be deemed prepetition claims of Verizon against the Debtors and subject to the release provision by Verizon set forth in this Stipulation and Order. In the event that any other Verizon Network Agreement other than Contract Number 112348 also would have termination penalties associated with it that would result from a rejection of such Verizon Network Agreement, the same terms shall apply to such Verizon Network Agreement as to Contract Number 112348 if a motion for rejection of such Verizon Network Agreement is filed prior to the Final Closing Date.

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 the Comtel Buyer shall provide notice to Verizon 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 the Comtel Buyer shall provide notice to Verizon 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 Verizon under this Stipulation and Order shall be sent to:

Sherry Hessenthaler
Vice President - Wholesale Finance
1717 Arch Street, 47th Floor
Philadelphia, PA 19103
Phone: 215.963.6270
Fax: 215.563.4174
E-mail: sherry.hessenthaler@verizon.com

with a copy to:

Steven H. Hartmann
Assistant General Counsel, Carrier Relations
Verizon Communications
1515 N. Court House Road
Arlington, Virginia 22201
Phone: 703.351.3059
Fax: 703.351.3660
E-mail: steven.h.hartmann@verizon.com

and

Darryl S. Laddin
Arnall Golden Gregory LLP
171 17th Street, N.W.

Suite 2100
Atlanta, Georgia 30363
Phone: 404.873.8120
Fax: 404.873.8121
E-mail: dladdin@agg.com

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

Peter M. Gilhuly
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
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 Bankruptcy Court's approval and entry of this Stipulation and Order 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.

VERIZON

By: /s/ Sherry Hessenthaler
Name: Sherry Hessenthaler
Title: Vice President, Finance

-AND-

/s/ Darryl S. Laddin
ARNALL GOLDEN GREGORY LLP
Darryl S. Laddin
Heath J. Vicente
171 17th Street, NW
Suite 2100
Atlanta, Georgia 30363
(404) 873-8500

ATTORNEYS FOR VERIZON

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 paragraph 9 hereof.

COMTEL TELECOM ASSETS L.P.

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.