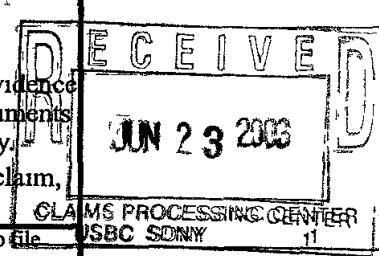


REC'D JUN 30 2003

FORM B10 (Official Form 10) (4/01)

UNITED STATES BANKRUPTCY COURT <u>Southern</u> DISTRICT OF <u>New York</u>		PROOF OF CLAIM
Name of Debtor <u>Allegiance Telecom, Inc.</u>		Case Number <u>03-13057-rdd</u>
NOTE This Form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 USC § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property) <u>Bay View Building Maintenance Inc.</u>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a claim relating to this copy of statement giving particulars <input checked="" 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 <u>Bay View Building Maintenance Inc.</u> <u>PO Box 23743</u> <u>Tigard OR 97281-3743</u> Telephone number <u>503-620-4669</u>		
Account or other number by which creditor identifies debtor		Check here if this claim <input type="checkbox"/> replaces a previously filed claim, dated _____ <input type="checkbox"/> amends
1 Basis for Claim <input type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____		
<input type="checkbox"/> Retiree benefits as defined in 11 USC § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS # _____ Unpaid compensation for services performed from <u>4/1/03</u> to <u>5/13/03</u> (date) (date)		
2 Date debt was incurred		3 If court judgment, date obtained
4 Total Amount of Claim at Time Case Filed \$ <u>2187.24</u> 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.		
5 Secured Claim <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, if any \$ _____		6 Unsecured Priority Claim <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 USC § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 USC § 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 USC § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse former spouse or child 11 USC § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units 11 USC § 507(a)(8) <input type="checkbox"/> Other Specify applicable paragraph of 11 USC § 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
7 Credits 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
8 Supporting Documents Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date <u>5-28-03</u>	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) <u>Denise R. Coy, Denise L. Coy, President</u>	

Penalty for presenting fraudulent claim. Fine of up to \$500,000 or imprisonment for up to 5 years, or both 181



4 08 PM

05/28/03

Accrual Basis

Bay View Building Maintenance Inc
Customer Open Balance
 All Transactions

Type	Date	Num	Due Date	Open Bala .	Amount
Allegiance Telecom					
Invoice	4/1/2003	7584	5/1/2003	1,056 00	1,056 00
Invoice	4/1/2003	7585	5/1/2003	390 00	390 00
Invoice	4/22/2003	7695	5/22/2003	72 00	72 00
Invoice	5/2/2003	7721	6/1/2003	67 78	67 78
Invoice	5/2/2003	7724	6/1/2003	1,206 00	1,206 00
Invoice	5/2/2003	7725	6/1/2003	390 00	390 00
Invoice	5/2/2003	7825	6/1/2003	47 98	47 98
Total Allegiance Telecom				3,229 76	3,229 76
TOTAL				<u>3,229 76</u>	<u>3,229 76</u>

Balance Due 2,187.24



BUILDING MAINTLNANCL, INC
P O BOX 23743 TIGARD, OR 97281-3743
(503) 620-4669

Invoice

DATE	INVOICE #
4/1/2003	7584

BILL TO
Allegiance Telecom Jana Neece, AP Manager 9201 N Central Expressway Dallas, TX 95231

P O NO	TERMS	PROJECT
SW CASCADE	Net 30	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	April Janitorial Attention Joe Chaplik 10575 SW Cascade Blvd Suite F Tigard OR 97223	1,056 00	1,056 00
Total			\$1,056 00



BUILDING MAINTENANCE, INC

P O BOX 23743 TIGARD, OR 97281-3743
(503) 620-4669

Invoice

DATE	INVOICE #
4/1/2003	7585

Chris
469-259-913
for

BILL TO
Allegiance Telecom Jana Neece, AP Manager 9201 N Central Expressway Dallas, TX 95231

P O NO	TERMS	PROJECT
SW CASCADE	Net 30	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	April Janitorial Attention Dan Bell 10575 SW Cascade Ave suite F Tigard, OR 97223	390 00	390 00
		Total	\$390 00



BUILDING MAINTENANCE, INC
P O BOX 23743 TIGARD, OR 97281-3743
(503) 620-4669

Invoice

DATE	INVOICE #
4/22/2003	7695

BILL TO
Allegiance Telecom Jana Neece, AP Manager 9201 N Central Expressway Dallas, TX 95231

P O NO	TERMS	PROJECT
SW CASCADE	Net 30	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Scrub and wax room with large garage door & entry door	72 00	72 00
		Total	\$72 00



BUILDING MAINTENANCE, INC
 P O BOX 23743 TIGARD, OR 97281-3743
 (503) 620-4669

Invoice

DATE	INVOICE #
5/27/2003	7724

BILL TO
Allegiance Telecom Jana Neece, AP Manager 9201 N Central Expressway Dallas, TX 95231

P O NO	TERMS	PROJECT
SW CASCADE	Net 30	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	May Janitorial Attn Joe Chaplik 10575 SW Cascade Blvd Suite F Tigard, OR 97223	1,056 00	1,056 00
	Quarterly floors	150 00	150 00
		<i>Pd. 700.30</i>	
		Total	\$1,206 00



BUILDING MAINTENANCE, INC
 P O BOX 23743 TIGARD, OR 97281-3743
 (503) 620-4669

Invoice

DATE	INVOICE #
5/27/2003	7725

BILL TO
Allegiance Telecom Jana Neece, AP Manager 9201 N Central Expressway Dallas, TX 95231

P O NO	TERMS	PROJECT
SW CASCADE	Net 30	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	May Janitorial Attn Dan Bell 10575 SW Cascade Blvd Suite F Tigard, OR 97223	390 00	390 00
		<i>Pd \$ 226.46</i>	
		Total	\$390 00

6-11-01



BUILDING MAINTENANCE, INC

JANITORIAL SERVICE CONTRACT

March 21, 2001

BAY VIEW BUILDING MAINTENANCE INC , an Oregon corporation,

("Contractor") and

Allegiance Telecom , ("Owner")

located at 10575 SW Cascade Blvd Suite F Tigard, OR 97223

AGREEMENT

The Parties, each in consideration of the promises of the other, agree as follows

- 1 Parties The Parties intend this to be a Contract only with the corporation Bay View Building Maintenance Inc and not with any individual, officer, or employee of Contractor In all respects the Contractor shall be deemed to be an Independent Contractor
- 2 Scope of Work The Contractor will perform the following services as specified in Exhibit "A" attached hereto from 3-30-01 until canceled
- 3 Charges Owner agrees to pay the charges outlined in Exhibit "B" attached hereto for the services listed in Exhibit "A"

GENERAL PROVISIONS

- 4 Supplies and Equipment Contractor will supply all equipment cleaners, floor waxes and detergents, furniture polish, restroom disinfectants, dust cloths and any other items necessary to perform the cleaning service. Owner will supply soap, toilet tissue, paper towels, plastic liners, light bulbs and tubes, and all similar items unless otherwise requested by the Owner. Owner will also provide a locked area for Contractor's janitorial equipment.
- 5 Inspection Periodic inspections by the Owner and the Contractor's representative will be made. Should there be any questions concerning the manner in which the work is being performed, Owner will notify Contractor in writing of any deficiencies that need correcting. A failure by the Contractor to respond to Owner's satisfaction in a timely manner – that is, not to exceed seven (7) working days, in two (2) or more instances during the Contract period will subject Contractor to termination of his Contract by written notice from the Owner, effective thirty (30) days after the date such notice is issued.
- 6 Insurance Upon execution of this contract, Contractor agrees to provide Owner with a Certificate evidencing the existence of comprehensive general liability insurance with a one million dollar (\$1,000,000) blanket liability policy. Said certificate shall specify the Owner will be furnished with fifteen (15) days written notice prior to any cancellation of said coverage. In addition, Contractor will supply proof of bond.
- 7 Non-Competitive Agreement The Owner agrees not to hire or retain as an employee or independent contractor any past or present employee or independent contractor of Contractor for the performance of similar services to those specified in the Contractor herein during the term of this Contractor and for a period of one (1) year subsequent to the termination of this Contract or any extensions thereof.
- 8 Business Interruptions Contractor will not be responsible in any manner for failure to perform its obligations pursuant to this Contract due to acts of God, or other reasons beyond the control of Contractor.

- 9 Payment Owner will pay Contractor for each and every month during the term of this Contract after services are rendered, payable by the tenth of the month immediately subsequent to that in which the services were rendered. Payments received after the tenth of the month are subject to a 2% late charge.
- 10 Adjustments The price set forth shall be based on the locality, amount of area serviced and frequency of work. In the event of change in the above conditions, the Contract price may be changed upon written mutual Contract by both parties.
- a At the anniversary date, this Contract will be evaluated by both parties for a price adjustment of fuel, supplies and labor, and adjusted accordingly.
 - b In the event Contractor should sell, transfer, or otherwise dispose of his business or this Contract during the term of this Contract, he shall promptly furnish Owner with satisfactory written evidence of the transferee's assumption of full liability for performance under this Contract.
- 11 Termination Owner may terminate this Contract for any reason upon thirty (30) days after Contractor receives Owner's written notice of termination per the below notice provision.
- 12 Notices Any notice given by one party hereto to the other shall be sufficient if in writing, delivered to the person or contained in a sealed envelope sent certified mail in the U S Mail, any such notice conclusively shall be deemed received by the addressee thereof on the third day following such mailing. If such notice is intended for the Owner, the envelope containing the same shall be addressed to the Owner at the following address:

~~Allegiance Telecom 10575 SW Cascade Blvd Suite F~~
~~Tigard, OR 97223~~ *ATTN: Jana Neece, AP Manager*
9201 N Central Expressway
Dallas TX 95231

and if intended for the Contractor, addressed to Bay View Building Maintenance, Inc ,
P O Box 23743, Tigard, Oregon 97281-3743

13 Jurisdiction and Attorney Fees In case of suit or action arising out of this Contract, the Contract shall be governed by the laws of the State of Oregon. The parties consent to the jurisdiction of the State of Oregon in any suite, action, notice, claim, or other legal proceeding arising out of this Contract. The venue of any such suit or action shall be laid in the County of Washington and the State of Oregon. In case of suit or action arising out of this Contract each party agrees to pay the reasonable attorney fees and costs of any party for any claim(s) upon which the party shall prevail at trial or any subsequent appeal.

The parties hereby acknowledge that they have read and understand the foregoing Contract including all Exhibits thereto and documents referred to herein and agree to the terms expressed therein on the date stated above.

CONTRACTOR

By Denise L. Coy
Authorized Representative of Bay View
Building Maintenance, Inc

OWNER

By Keith S. Padgug
Authorized Representative of
Allegiance Telecom

EXHIBIT "A"

A DAILY SERVICES (5 Days per week) *Equipment area 3x week*

- 1 Empty waste baskets and other waste containers, insert liners as required, remove and deposit trash in designated containers
- 2 Clean sand urns and replace sand as necessary
- 3 Vacuum carpeted areas and entrance mats
- 4 Remove stains from carpeting as they occur
- 5 Dust desks, chairs, filing cabinets, handrails, counter tops, window ledges, banisters and other horizontal surfaces throughout which are accessible without the use of a ladder
- 6 Arrange furniture and magazines in reception and waiting areas
- 7 Clean stains and hand marks from desktops, counter tops, walls and doors throughout the building
- 8 Restrooms will be thoroughly cleaned with disinfectant All urinals, partitions, toilets, toilet seats, showers and wash basins will be cleaned and sanitized Wet mop all floors with a neutral cleaner Clean and polish mirrors, bright metal and other restroom hardware Empty waste and replenish restroom supplies as required with those supplies furnished by Owner, insuring each day is started with full dispensers
- 9 Dust mop all hard surface floors
- 10 Spot mop hard surface floors for spills and weather trackage
- 11 Clean, polish and disinfect all drinking fountains
- 12 Spot clean partition glass and all mirrors
- 13 Clean door glass
- 14 Clean and sanitize all kitchen or bar sinks Wipe all counter tops
- 15 Clean tables and chairs in lunchroom
- 16 Clean microwaves
- 17 Sweep or vacuum stairways
- 18 Police exterior entry
- 19 Maintain neat and orderly supply closet
- 20 Leave notice to Owner of any repairs necessary or shortages of restroom materials, etc
- 21 Turn all lights off other than those required to be left on
- 22 Check to make sure all windows and doors are locked when leaving

B WEEKLY SERVICES

- 1 Clean all desks that have been cleared of all paper, books, pencils, etc
- 2 Clean and polish chrome and bright metal, entrance doors and kick and push plates
- 3 Damp mop all hard surface floors with raised floor
- 4 Wet mop all hard surface floors
- 5 Spot clean around light switches and door frames
- 6 Dust vertical surfaces of office furniture
- 7 Clean refrigerator
- 8 *Sweep electrical room*

C MONTHLY SERVICES

- 1 Dust venetian blinds
- 2 Clean, wax and polish resilient floors at extra charge
- 3 Vacuum or brush upholstered furniture as needed

D QUARTERLY SERVICES

- 1 Dust overhead lighting fixtures
- 2 Dust ventilator ducts and vents, vacuum surrounding ceiling areas
- 3 Wash exposed surfaces of filing cabinets
- 4 Wash partitions and ceramic tile wall areas in restrooms

E OTHER SERVICES

- 1 Clean carpet and rinse extract on request at extra charge
- 2 Clean windows inside on request at extra charge
- 3 Strip, seal and refinish resilient floors on request at extra charge
- 4 Clean, wax and polish anti-stat floors on request at extra charge
- 5 Vacuum under raised floors on request at extra charge

Regardless of the above specifications the building is to be kept neat and clean at all times

EXHIBIT "B"

~~1056.00~~ Price will increase @ full occupancy
~~390.00~~

A CHARGES

Regular cleaning five times per week all areas	\$1,845 00 per month
Regular cleaning five ^{3x} times per week equipment area	\$ 390 00 per month
Resilient floor care (office area)	\$ 165 00 per time + room call
Window cleaning inside	\$ 107 00 per time
Window cleaning outside	\$ 107 00 per time
Carpet cleaning	\$ 11 per square foot
	\$ 75 00 minimum charge

back 10
+ 2.00
\$160.00

XXXXXXXXXXXXXXXXXXXX