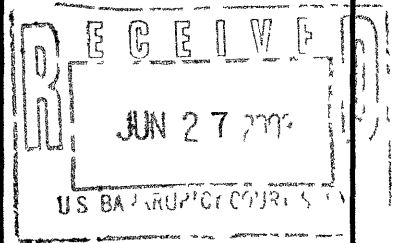


UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF _____		PROOF OF CLAIM
Name of Debtor Shared Technologies Allegiance, Inc		Case Number 03-13108
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property) Hyatt Regency Newport		<input type="checkbox"/> Check box if you are never filing anyone else has filed a proof of claim relating to your claim. Attach 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 Attn: Accounting One Goat Island Newport, RI 02840		Telephone number _____ U.S. B.C. SOUTHERN DISTRICT OF NEW YORK ALLEGIANCE TELECOM, INC 03-13057 (FRD) 129 REC'D JUL 07 2003
Account or other number by which creditor identifies debtor M-14724		Check here if this claim <input type="checkbox"/> replaces a previously filed claim dated _____ <input type="checkbox"/> amends
1 Basis for Claim <input checked="" 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 type="checkbox"/> Other _____ <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 SS # _____ Unpaid compensation for services performed from _____ (date) to _____ (date)		
2 Date debt was incurred 4/8/03		3 If court judgment, date obtained
4 Total Amount of Claim at Time Case Filed \$ 9400 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 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.
7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 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.		THIS SPACE IS FOR COURT USE ONLY
Date 6-17-03	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) DAVID EWING, CONTROLLER	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both.		





Last Invoice Date
03/27/2003

This Invoice Date
04/10/2003

Remit To
Hyatt Regency Newport
c/o Bank of Newport
10 Washington Square
Newport, RI 02840

Page
1

Account
M-14724

SHAPEN TECHNOLOGIES (AT&T) INC
ATTN: GARY BOWEN
9201 NORTH CENTRAL EXPRESSWAY
DALLAS, TX 75231

Amount Enclosed _____

Please return this portion with your payment

Date	Invoice Number	Folio Number Room Number	Description	Charges	Payment	Balance
03/27/03	7960		Invoice Total	14160.18	.00	14160.18
03/27/03	7961		Invoice Total	-2,949.14	.00	-2,949.14
03/27/03	7962		Invoice Total	8788.76	.00	8788.76
04/08/03	8322	1808-18	CENTERPIECES	878.50		
04/08/03		0540-10	*FOLD TAX ADJ	61.50		
04/10/03	8322		Invoice Total	940.00		940.00

prepetition
invoice
need to file
claim form

THANK YOU FOR CHOOSING THE HYATT REGENCY NEWPORT. QUESTIONS PLEASE CALL 401-851-3324. FED ID # 94-1649123

Hyatt Regency Newport	One Goat Island	Newport, RI 02840 USA	401 851 1234	FAX 401 849 1115
CURRENT	OVER 30	OVER 60	OVER 90	TOTAL
940.00	.00	.00	.00	940.00

Full payment is due upon receipt of invoice. All accounts are considered past due after 15 days.



HYATT REGENCY NEWPORT

MISCELLANEOUS CHARGE VOUCHER

DATE 04/10/03

GROUP NAME Shared Technologies

ACCT 14724

Description		Amount
1	CENTERPIECES CHARGES	\$ 940 00
2		
3		
4		
5		
6		
Total		\$ 940 00

Client Copy



Hyatt Regency Newport
 One Goat Island
 Newport, RI 02840 USA

Telephone 401 851 1234
 FAX 401 851 3201

CATERING TERMS AND CONDITIONS

PREPARED FOR Shared Technologies
 CONTACT Greg Bosworth
 TODAY'S DATE February 10, 2003
 ADDRESS 9201 North Central Expressway
 Dallas, Texas 75231
 PHONE 469/259-2600
 FAX
 FUNCTION NAME Dinner

1) FUNCTION SPACE

ALL RESERVATIONS AND AGREEMENTS are made upon, and are subject to, the rules and regulations of the hotel and the following conditions

Your program has been booked on a first option tentative basis as follows

MEETING / SCHEDULE OF EVENTS

DAY	DATE	TIME	FUNCTION	FLOOR	SEATING	LOCATION
Tues	3/18/03	6 00 pm - 12 00 am	Dinner	150-200	Rounds/8	(Mansion Name)

Rosecliff

Catering Terms and Conditions
February 10, 2003
Page 2

Once you sign and return this letter with a required deposit of \$3,000.00 your reservation will be confirmed. This signed letter and deposit are due no later than **February 25, 2003**. If a signed copy of this contract and required deposit are not returned by this date, the space being held on the Group's behalf will be released for sale to the general public. All deposits are **non-refundable** and will be applied towards any liquidated damages to the Hotel pursuant to Section 10 of this agreement.

Our function and meeting space is assigned by the Hotel according to the number of persons guaranteed to attend the Group's function. The Hotel reserves the right to re-assign the space listed below to accommodate both the Group and all other groups or parties using the Hotel's facilities during the Group's meeting. The Group agrees to promptly notify the Hotel of any changes in its function or meeting space requirements.

2) FOOD AND BEVERAGE

Based on the number of guests set forth, a minimum of **\$10,000.00** in food, beverage and meeting room rental will be spent at the Group's function. This minimum does not include service charges, tax, sleeping room, labor charges, audio visual, parking or any other miscellaneous charges incurred. Should your final attendance drop below the number outlined above in Section 1, the Hyatt Regency Newport will advise you on additional alternatives in food and beverage or additional room rental which will bring you back up to the agreed upon minimum revenue and guaranteed number of guests for your function.

In arranging for private functions, the final increase in guarantee must be received by the Catering Office **no later than 11:00AM three business days prior** to the commencement of the function. This guarantee is not subject to reduction and charges will be made accordingly. The Hotel cannot be responsible for service to more than five percent over the guarantee.

All federal and local taxes and charges which may be imposed or be applicable to this agreement and to the services rendered by the Hotel are in addition to the prices herein agreed upon, and the Group agrees to pay them separately.

No food or beverage of any kind will be permitted to be brought into the Hotel by the Group or any of the Group's guests or invitees without prior approval.

In the event that the Customer selects items which the Hotel must "special order" for the Customer's event, the Customer shall be liable for an increase in any costs related to such items which occur after the signing of this Agreement. Customer expressly grants the right to the Hotel to raise the prices herein quoted or to make reasonable substitutions for the event. The Hotel, whenever possible, shall provide the Customer with prior written notice of such increase and the right to decide between the increase price or to accept reasonable substitutions.

A service charge of **21%** and applicable taxes shall be added to the account. There will be an additional \$50.00 service charge for meal service to groups under 25 in attendance.

Catering Terms and Conditions
February 10, 2003
Page 3

3) AUDIO-VISUAL

A complete line of audio-visual equipment is available through the Hotel's on-site audio-visual company. Prices do not include a 21% service charge and applicable sales tax. Any equipment or labor cancelled within 24 hours of a function will be billed at full price.

4) SIGNAGE & PROMOTIONAL MATERIALS

Outside the Meeting Rooms

In addition to the existing policies in regards to hanging or affixing signs we have new policies in regards to placement, shape and quality of sign.

- 1 All signs must be professionally printed or computer generated
- 2 A guideline for signage size should be 22" wide by 28" high

Inside the Meeting Rooms

- 1 Post It® type flipcharts with non damaging self adhesive are the only type that may be affixed to walls inside the room.

Clients are subject to a \$100.00 fine per item hung on walls without written authorization prior to the event.

5) SHIPPING & RECEIVING

You may ship your boxes to the Hyatt Regency Newport, One Goat Island, Newport, RI 02840. Please insure that your name and the date of your function are included on the shipping label.

The cost for handling boxes is \$3.00 each way, payable by credit card. Should you require that your boxes be repackaged before shipping, the charge is an additional \$5.00 per box.

6) CREDIT ARRANGEMENTS

Payment shall be made in advance of the function. A non-refundable deposit of \$3,000.00 will be required at the time of signing. The full balance of the account is due and payable forty-eight (48) hours prior to the function in the form of a check or credit card.

7) SLEEPING ROOMS

~~We understand that your arrangements with the Hyatt Newport involve function space only and, therefore, no sleeping rooms are required.~~

20 Rooms - @\$102.00 per night.

Catering Terms and Conditions
February 10, 2003
Page 4

8) DELIVERIES (In-House)

You may have your gift bags delivered to a sleeping room for a cost of \$2 00 each Gift bags cannot be handed out at the Front Desk

A letter/note may be slipped under the door of a sleeping room at a cost of \$1 00 per room

9) PARKING

The Hotel offers parking to Guests at a rate of \$12 00 per night Valet parking is available at \$17 00 per car and this charge can be billed to your individual account Day Guest Valet Services are available at \$17 00 per car

10) CANCELLATION

Should it be necessary for either party to cancel this function after this Agreement has been signed, the other party will be entitled to liquidated damages (agreed not to constitute a penalty) based on the following scale

More than six months prior to the scheduled date

An amount equal to fifty percent (50%), of the minimum food, beverage and meeting room revenue stated in Section 2

More than ninety days to six months prior to the scheduled date

An amount equal to seventy five percent (75%), of the minimum food, beverage and meeting room revenue stated in Section 2

Ninety days to arrival date

An amount equal to ninety percent (90%), of the estimated food, beverage and meeting room revenue stated in Section 2

Should you cancel this function, the Hotel shall use its best efforts to resell the function and meeting room space In the event that the Hotel resells some or all of the space, liquidated damages due the Hotel will be reduced proportionately

Payment for liquidated damage due as a result of cancellation of the Agreement shall be made at the time of cancellation In the event that Customer cancels and the Hotel recovers some of its revenue by reselling the space, reimbursement shall be made to you after the date of the scheduled event

Catering Terms and Conditions
February 10, 2003
Page 5

Performance of this Agreement is contingent upon the ability of the Hotel to complete same and is subject to labor, disputes, strikes or picketing, accidents, government (federal, state or local) requisitions, restrictions upon fraud, transportation, food, beverage or supplies, and other causes, whereto enumerated herein or not, which are beyond the control of the Hotel. In no event, shall the Hotel be liable for the loss of profit or other similar or dissimilar collateral or consequential damages, whether based on breach of contract, warranty or otherwise. In no event shall the Hotel's liability be in excess of the total amount of the food and beverages contracted heretofore.

INDEMNIFICATION AND HOLD HARMLESS

Hyatt and Customer each agree to indemnify and hold harmless the other party from and against all claims, actions or causes of action, liabilities, including reasonable attorneys' fees, and costs arising from the defense of any claim, action, cause of action or liabilities arising out of or resulting from any act taken or committed by Hyatt or Customer pursuant to the performance of each party's obligations hereunder. Hyatt and Customer each agree to indemnify and hold harmless the other party for any claim, action, cause of action and liabilities which may be asserted by third parties arising out of the performance of either party's obligations pursuant to this Contract, except for the willful misconduct or gross negligence of the other party.

11) ACCEPTANCE

If the above meets with the Group's approval, please sign below and return the original to the Hotel Catering Office by **February 25, 2003**.

This Agreement shall be considered accepted once both parties have signed below and the deposit has been received.

Name Gillian Frothingham, Catering Sales
Manager

For Shared Technologies

Hyatt Regency Newport
Phone 401-851-3318
Fax 401-851-3201

Date of Event March 18, 2003

Signature *Gillian Frothingham*

Name Greg Bosworth

Date 2/27/03

Signature: *Greg Bosworth*

Date 2/26/03