United States Bankruptcy Court Southern District of New York	PROOF OF CLAIM				
In re (Name of Debtor)	Case Number	REC'D AUG 1 4 2003			
Allegiance Telecom, Inc.	03–13057	WEOD HOG I 4 5003			
NOTE This form should not be used to make a claim for an administrative the case. A request of payment of an administrative expense may be filed	expense arising after the commencemeript by pursuant to 11 U.S.C. § 503 U.S.B.C. SOUTHERN DIS	D TRICT OF NEW YORK			
Name of Creditor (The person or entity to whom the debtor owes money or property) Wells Fargo Leasing Vendor Services Corp	Check box if you ALL ECIANCE anyone else has filed a profisal 3057 claim relating to your claim. Attach	(RRD)			
Name and Addresses Where Notices Should be Sent Foster & Wolkind, P.C. 80 Fifth Avenue, Suite 1401 New York, NY 10011 Telephone No (212) 691–2313	Check box if you have never received any notices from the bankruptcy court in this case Check box if the address differs from the address on the envelope sent to you by the court	THIS SPACE 'S FOR			
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR 42461478, 42461486, 42461474, 42455081, 42457102, 42455047, 42455131, 42461460	Check here if this claim epiaces a pre	eviously filed claim dated			
BASIS FOR CLAIM Goods sold Services performed Money loaned Personal injury/wrongful death Taxes X Other (Describe briefly) BASIS FOR CLAIM Goods sold Services performed Honory Fourpment finance leases	Retiree benefits as defined in 11 USC § Wages salaries and compensations (Fill Your social security number	out below)			
2 DATE DEBT WAS INCURRED January 23, 2002	3 IF COURT JUDGMENT DATE OBTAINED				
4 CLASSIFICATION OF CLAIM Under the Bankruptcy Code all claims are claim (2) Unsecured Priority (3) Secured It is possible for part of a claim to be CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim SECURED CLAIM \$ SECURED CLAIM \$ Attach evidence of perfection of security interest Brief Description of Collateral Real Estate	in one category and part in another and STATE THE AMOUNT OF THE CLAIM UNSECURED PRIORITY CLAIM S Specify the priority of the claim Wages salaries or commissions (up	o to \$2000) earned not more than try petition or cessation of the debtor s JSC § 507(a)(3) at plan—USC § 507(a)(4) hase lease or rental of property or sehold use—11 USC § 507(a)(6) units—11 USC § 507(a)(7)			
5 TOTAL AMOUNT OF 77,509.28					
CLAIM AT TIME \$ \$ (Secured)	sd) (Priority)	_ \$ \frac{77,509.28}{(\text{Total})}			
Check this box if claim includes prepetition charges in addition to the p	•				
6 CREDITS AND SETOFFS The amount of all payments on this claim has be of making this proof of claim. In filing this claim claimant has deducted. 7 SUPPORTING DOCUMENTS Attach copies of supporting documents such invoices itemized statements of running accounts contracts court judge the documents are not available explain. If the documents are volumino. 8 TIME STAMPED COPY. To receive an acknowledgement of the filing of your envelope and copy of this proof of claim.	een credited and deducted for the purpose all amounts that claimant owes to debtor as promissory notes purchase orders iments or evidence of security interests. If us attach a summary	THIS SPACE IS FOR COURT USE ONLY			
Date August 7, 2003 Sign and print the name and title if any of authorized to file this claim (attach copy of Foster) & Wolkard, P.C. by Jave	f the coding or other person to were of attorney if any) A. Molkind, Fisq.				
Penalty for presenting fraudulent claim. Fine of up to \$500 000	or imprisonment for up to 5 years or b	Allegiance Claim			



ACCOUNT	DATE	EQUIPMENT						Tota	l Bal Incld
	COMMENCED	LOCATION	TERM	RESI	DUAL	LAST PAID	LAST PAID-\$	Resi	dual*
42461478	Jan 30, 2002	Philadelphia, PA	36 x \$322 00	\$	2,636 22	6/12/2003	\$ 204 93	\$	9,720 22
42461486	Jan 30, 2002	Dallas, TX	36 x \$322 00	\$	2,636 22	6/12/2003	\$ 185 90	\$	9,720 22
42461474	Jan 30, 2002	Dallas, TX	36 x \$322 00	\$	2,636 22	6/12/2003	\$ 185 90	\$	9,720 22
42455081	Jan 23, 2002	Chicago, IL	36 x \$350 17	\$	2,629 29	7/14/2003	\$ 350 17	\$	9,982 86
42457102	Jan 23, 2002	Lombard, IL	36 x \$343 73	\$	2,630 77	7/14/2003	\$ 343 73	\$	9,849 10
42455047	Jan 23, 2002	Boston, MA	36 x \$322 00	\$	2,636 22	7/14/2003	\$ 338 10	\$	9,398 22
42455131	Jan 23, 2002	San Franciso, CA	36 x \$322 00	\$	2,636 22	7/14/2003	\$ 361 47	\$	9,398 22
42461460	Jan 30, 2002	New York, NY	36 x \$322 00	\$	2,636 22	6/12/2003	\$ 185 90	\$	9,720 22
TOTALS								\$	77,509 28

^{*}Total does not include tax

Lease Agr	eement Number	19161A		hank Paul Britan		g .	
use you or your	sing IKON! This lease agreement (we are referring to you our Custo	mer When we use IKON w	e are referring to	IKON Office Solutions	Inc which is the equi	pment supplier and one	
of the largest distributions of	utors of office solutions in the world KON Our principal corporate of	d When we use we'us c fice is located at 1738 Bass Ro	our or 108 Capt ad Macon GA 3	1210		•	
•	NFORMATION		mer Billing (etta Fa	rlly	
ATTONIC	OCI THICK	$\gamma\gamma$				/	
Full Legal Name		Phone		ext) Fax	3		
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Customer Location A	nd, CA	9540_D	ner Billing Addres	TX 7	5331	J	
City	County State	Zıp Cıty	C	ountv Sta	te Zip		
•	DESCRIPTION Description, Make, Model & !	Serial Number	Quantity	Description, Mak	ce, Model & Serial !	Number	
/ Juantity 1	(1000 500)	O	Quantity	Description, man	ic, woder & Berrar	· · · · · · · · · · · · · · · · · · ·	
☐ Check if Additi	onal Equipment Schedule attac	ehed			. 1	-1/1/170	
PAYMENT SC					Ya	2461478	
Minimum Lease Term	Payment Due (check one)	Payment Without	Advance Pavi	ment \$, , ,	
tem	Quarterly	Sales Use, and Property Tax	(Tax Incl d) b	y Check #			
3/0	☐ Other	3770	☐ Apply to 1	☐ Apply to 1st Payment			
(months)	☐ Step (see attached)	\$	☐ Other				
Addendum(s) attact TERMS AND (1) 1 Lease Agreemen of delivery of the agree that the E address Our act 2 Location of Equi v ithheld to mov side of this page AUTHORIZEI X PERSONAL G	□ YES (Attach Exemption Certificated □ YES (check if yes and in CONDITIONS It you agree to lease from us the equipment you agree to all of the equipment will be used solely for eptance of this Agreement when gupment You will keep the Equipment You will keep the Equipment to the Equipment With reasonable are hereby incorporated herein by respectively. OSIGNER THE PERSON SIGNITURE OF SIGNITURE SIGNITUR	upment (Equipment) listed a terms and conditions contained business purposes and not for items and conditions contained business purposes and not for items indicated by our signaturent at the customer location spring to the contained business of the customer location of the customer location of the customer location of the customer location of the location of th	bove THIS LEAd in this Lease Year personal, family resociated above Your designee to in THE CUSTOMER (Authorized e above Agreemen	ou agree this Lease is for yor household purpose ou must obtain our writt spect the Equipment (TREPRESENTS HE/SHE HASSIGNEY & Printed Name of Lun, onditionally guar	NAL AND NON-CAN the entire lease term in es and the "Customer ten permission which he terms and condition AS THE AUTHORITY TO (Authority the condition of the condition)	CELABLE Effective as addicated above You also Location' is a business will not be unreasonably a set forth on the reversu. DO SO DO SO Trigonized Signer s Title) Trigonized Marke all	
other obligations und proceeding against that costs or reasonal AND NON EXCLU	agree that IOS Capital may modify dur the Agreement 1 agree that IOS he Customer or the Equipment in vible attorney fees incurred in enforcibly E JURISDICTION OF ANY CSIDENCE IS LOCATED TO RESC	Capital need not notify me of a thich event I will pay all amout ng its rights. This continuing gu COURT LOCATED IN EACH O	ny default under t nts due under the t paranty is a guaran DF THE STATE O	he Agreement and may peterns of the Agreement for the Agreement and not our GEORGIA AND THE NTY	proceed directly against In addition I will reiml f collection I CONSEN	me without first burse IOS Capital for IT TO THE VENUE	
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X Signatur	· (Date		Printed Name	·	Title	

- 3 Ownership of Equipment Assignment We are the sole owner and title holder to the Equipment You will keep the Equipment free or all thens and encumbrances YOU HAVE NO RIGHT TO SELL TRANSFER ENCL MBER SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld) You agree that we may sell or assign any of our interests without notice o you In that event the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims defenses or set offs that you may have against us It you have entered into a maintenance service or supply agreement with IKON such agreement will remain in full force and effect with IKON and vill not be affected by any such assignment.
- 4 Taxes and Filing Costs. In addition to the payments under this Lease you agree to pay all taxes, fees and filing to its related to the use of the Equipment even if billed after the end of the term of this Lease. If we are required to file and pay property tax you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will noutly you.
- 5 UCC Filing. To protect our rights in the Equipment in the event this Lease is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds products rents or profits from the sale casualty loss or other disposition thereof. You authorize us to file a copy of this Lease as a financing statement and appoint us or our designee as your attorney in fact to execute and file on your behalf innancing statements covering the Equipment. At our request, you will sign and deliver such documents for tiling purposes.
- 6 Warranties We transfer to you without recourse for the term of this Agreement an warranties made by the manufacturer with respect to the Equipment. Since we are a finance company and neither the manufacturer nor the distributor of the Equipment. WE MAKE NO WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE.
- Maintenance of Our Equipment and Agency You agree to install (if required) use and maintain the Equipment in accordance with manufacturers or IKON's specifications and to use only those supplies which meet such specifications. You will keep the Equipment in good condition except for ordinary wear and tear. If you have contracted for maintenance and support activities from IKON regarding the Equipment. IKON alone is responsible for all of those services. IKON and IOS Capital are not agents for each other.
- Indemnity Liability and Insurance (a) The parties to this Lease will indemnify defend and hold each other harmless from all losses damages claims suits and actions (including court costs and reasonable attorneys, fees) (Claims) arising out of any breach of this Lease except to the extent caused by the negligence or intentional acts or omissions of the other. Notwithstanding anything to the contrary in no even, shall we be liable to you for any indirect special or consequential damages (b) Because you have possession and control of this Equipment you are fully respon sible for any Claim or other damage injury or loss caused by (or to) the Equipment or other property resulting from the use misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons when the damage or injury is caused evclusively by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment and will name us as an additional insured and loss pavee on your insurance policy. If you fail to provide avidence of insurance reasonably satisfactory to us you authorize us to obtain coverage on your behalf and you agree to pay for this to erage in the event of loss or damage to the Equipment you agree to remain responsible for the payment obligations under this Lease until the payment obliga tions are fully satisfied
- 9 Renewal and Return of Equipment. After the minimum term or any extension, this Lease will renew on a month to month basis unless you notify us in writing at least 30 days prior to the expiration of the minimum term or extension. You must pay any additional payments due until the Equipment is returned by you and is received in good condition and working order by us or our designees. IKON will bear shipping charges so long as replacement Equipment is selected from IKON.

- 10 Lease Payments Payments will begin on the delivery date. You igree to pay us each payment when it is due and if any payment is more than 10 days late, you agree to pay a late charge of 5% or \$5 (whichever is greater but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay \$25 for each check returned for insufficient funds or any other reason.
- 11 Default IF YOU DO NOT PAY ANY AMOUNT WHEN IT IS DUE OR BREACH ANY OTHER TERM OF THIS LEASE YOU ARE IN DLFAULT IF YOU DEFAULT, WE HAVE THE RIGHT TO EXERCISE ANY AND ALL LEGAL REMEDIES AVAILABLE TO US BY APPLICABLE LAWS INCLUDING ARTI CLE 2A OF THE UNIFORM COMMERCIAL CODE YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A AGAINST US (BUT NOT AGAINST THE MANU FACTURER ANY VENDOR OF THE EQUIPMENT OR IKON) Additionally we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Lease present valued at the discount rate of 6% to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Lease We may repossess the Equipment and pursue you for any deficiency balance after dispos ing the Equipment all to the extent permitted by law. You want the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorney fees and any Lost associated with any action to enforce this Lease. This action will not void your responsibility to maintain and care for the Equipment nor will IKON be hable for any action taken on our behalf. Default also includes your becoming insolvent your assignment of assets for the benefit of creditors your filing for bankruptcy protection or failure of the gualantor to honor its commitment. If we take possession of the Equipment we agree to ell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice at a public or private disposition and to apply the net proceeds (after we have deducted all costs including reasonable attorneys fees) to the amounts that you owe us You will remain respon sible for any deficiency that is due after we have applied any such net proceeds
- 12 Business Agreement and Choice of Law YOU AGREE THAT THIS AGREE MENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE IN WHICH OUR PRINCIPAL CORPORATE OFFICE IS LOCATED YOU ALSO CONSENT TO THE VENUE AND NON EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT
- 13 No Waiver or Set off. You agree that our delay, or failure to exercise any rights does not prevent us from exercising them at a later time. If any part of this Lease is found to be invalid then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE NET. AND ARE NOT SUBJECT TO SET OFF OR REDUCTION.
- 14 Entire Agreement Delivery & Acceptance Certificate Vendor Contract. This Lease represents the entire agreement (including addendums referenced on the face of this Lease which are signed and rittached) between us and you. Neither of us will be bound by any amendment, waiver or other change unless agreed to in writing and signed by both. Any purchase order or other ordering documents will not modify or affect this Lease nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You agree to sign and return to us a delivery and acceptance certificate within three business days after any Equipment is delivered. You agree that either (a) you have reviewed approved and received a copy of the equipment supplier contract covering the Equipment we acquired from the equipment supplier or (b) that we have informed you by this writing of the identity of the equipment supplier that you may have rights under the equipment supplier contract and that you may contact the equipment supplier to a description of those rights.
- 15 Counterparts Facsimiles This Agreement may be executed in counterparts. The counterpart which has our original signature and, or is in our possessior shall constitute chattel paper as that term is defined in the Uniform Commercial Code (UCC?) and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by tacsimile the tacsimile cop, a received by us shall be binding against you as if it were manually signed. However, no facsimile or other version of this Agreement shall be binding against us until manuall, signed by us. You agree to deliver the facsimile version of any counterpart of this Agreement with your original signature upon our request.

Accepted by IOS Capital Inc.

Name Sall the Llasing analyst /-25-0 Z.

Name Name Name National Authorized Signer Title Date



Order No 19	Custome		e Telecom
Date 12	/28/01 Custome		AMCIG.
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AUTHORIZATION			
Customer Signature	Len	. Cler	Date <u>//2/02</u>
Printed Name & Title	Ken	Mese VP OF K	CIA/ESTAK
IKON Office Solutions	****		
IOS Capital	-		***

Bill As Wells Fargo

ASSIGNMENT WITHOUT RECOURSE

To Wells Fargo

RE Allegiance Telecom as Lessee and the undersigned as Lessor Through Assignment

For value received, the undersigned ("Assignor") hereby sells assigns and transfers and sets out to Wells Fargo Leasing Vendor Services Corporation ("Assignee"), its successors and assigns WITHOUT RECOURSE in any respect the annexed and abovenamed lease together with all rental payments due or to become due thereunder, and all monies due and to become due in connection with exercise by lessee of an option, if any, to purchase the property described in the lease, all of Assignor's rights and remedies thereunder and under any guaranty therefore, including the right to take in Assignees names any and all proceedings legal, equitable or otherwise the Assignor might otherwise take save for this assignment

IOS Capital, Inc

Mary Jo Sallette . Syndication

Date /-25-02

4246 1486 **IOSCapital**⁵⁴

Lease Agr	reement Number _	1918ØA	•			Scapital
use you'or your	sing IKON! This lease agreement (Leawe are referring to you our Customer	When we use IKON we	e are referring to IKO	N Office Solutio	ns Inc. which is the	equipment supplier and one
of the largest distrib	outors of office solutions in the world Vof IKON Our principal corporate office	When we use we us of	ur or IOS Čapital ud Macon GA 31210	we are referring	to IOS Capital Inc	the wholly owned captive
	NFORMATION	Custo	id Macon, GA 31210 mer Billing Con	tact LOI	etta t	army
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Full Legal Name	one verceon	Phone	(ext)		ax	
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Customer Location	Address		er Billing Address (if	different)	-25/	
Dallas	7X 75231		Mas 7	X 1/7	231	7 -
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	Finisher					
	ional Equipment Schedule attached	i				
PAYMENT SO	<u> </u>	73.5.1		<u> </u>		
Minimum Lease Term	Payment Due (check one) Monthly	Payment Without Sales Use	Advance Payment			
	☐ Quarterly	and Property Tax	(Tax Incl d) by Ch			
36	☐ Other	,322 <u>00</u>	☐ Apply to 1st Pa	yment		
(months)	Step (see attached)		Other	100 to 1		
ADDITIONAL	PROVISIONS (if any) are					
Eales Tay Evemnt	TVEC (Attach Examples Contribute	Conto	mor Pallana Dofesson	. a Number / P. O	and note)	
•	☐ YES (Attach Exemption Certificate ched ☐ YES (theck if yes and indicate)		ζ.	ce animper (1.0	, # etc.)	
TERMS AND	CONDITIONS					
1 Lease Agreemer	nt You agree to lease from us the equipment you agree to all of the terr	nent (Equipment) listed ab	ove THIS LEASE I	S UNCONDITI	ONAL AND NON-O	CANCELABI E Effective as
agree that the I	Equipment will be used solely for busi	mess purposes and not for	personal family or			
	ceptance of this Agreement when given upment You will keep the Equipment			ust obtain our w	ritten permission wh	nch will not be unreasonably
	ve the Equipment With reasonable not are hereby incorporated herein by refere		ir designee to inspect	the Equipment	(The terms and cond	itions set forth on the reverse
	SIGNER THE PERSON SIGNING		THE CHETOMED DED	DECENTS UP/SUE	UAS TUD ATTUODE	V TO DO 60
401HOIding		/	INF COSTOMER REF.	RESERVES DE/SITE	HAS THE AUTHOR!	1100030
x Ke	well Chan	ate 12/28/01	Ken Clo	Se		of RE
(Auti	norized Signer Signature)		(Authorized Sign	ner's Printed Nar		Authorized Signer's Title)
	GUARANTY In consideration of IO					
	Il other charges required under such Agr agree that IOS Capital may modify the					
other obligations un	der the Agreement I agree that IOS Car the Customer or the Equipment in which	oital need not notify me of an	ry detault under the A	greement and ma	ıy proceed directly ag	ainst me without first
any costs or reasona	able attorney fees incurred in enforcing it	ts rights. This continuing gua	aranty is a guaranty of	payment and no	t of collection I CON	SENT TO THE VENUF
BUSINESS OR RE	USIVE JURISDICTION OF ANY COU SIDENCE IS LOCATED TO RESOLVI	RT LOCATED IN EACH O E ANY CONFLICT UNDE	F THE STATE OF GI R THIS GUARANTY	EORGIA AND T	HE STATE WHERE	MY PRINCIPAL PLACE OF
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x Lem	rett Cler D	ate 12/28/01	Home Address			
	eff Cle_ D. Guarantor Signature	12 1/2/				
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(Printed Nam	e of Guarantor Do Not Include Title)		Tione Though			•
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DELIVERY A	ND ACCEPTANCE With respo	ect to Lease Agreement No		(Lease) hetwo	en IOS Canital Inc.	and
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- 3 Ownership of Equipment Assignment We are the sole owner and title holder to the Equipment You will keep the Equipment free of all liens and encumbrances YOU HAVE NO RIGHT TO SELL TRANSFER ENCUMBER SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld) You agree that we may sell or assign any of our interests without notice to you In that event the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims defenses or set offs that you may have against us. If you have entered into a maintenance service or supply agreement with IKON such agreement will remain in full force and effect with IKON and will not be affected by any such assignment.
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- 5 UCC Filing To protect our rights in the Equipment in the event this Lease is determined to be a security agreement you hereby grant to us a security interest in the Equipment and all proceeds products rents or profits from the sale casualty loss or other disposit on thereof. You authorize us to file a copy of this Lease as a financing statement and appoint us or our designee as your attorney in fact to execute and file on your behalf financing statements covering the Equipment. At our request you will sign and deliver such documents for filing purposes.
- 6 Warranties We transfer to you without recourse for the term of this Agreement any warranties made by the manufacturer with respect to the Equipment. Since we are a tinance company and neither the manufacturer not the distributor of the Equipment. WE MAKE NO WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PAPTICULAR PURPOSE.
- 7 Maintanance of Our Equipment and Agency You agree to install (if required) use and maintain the Equipment in accordance with manufacturers or IKON's specifications and to use only those supplies which meet such specifications. You will keep the Equipment in good condition except for ordinary wear and tear. If you have contracted for maintenance and support activities from IKON regarding the Equipment IKON alone is responsible for all of those services. IKON and IOS Capital are not agents for each other.
- Indemnity Liability and Insurance (a) The parties to this Lease will indemnify, defend and hold each other harmless from all losses damages claims suits and actions (including court costs and reasonable attorneys fees) (Claims) arising out of any breach of this Lease except to the excent caused by the negligence or intentional acts or omissions of the other. Notwithstanding anything to the contrary in no event shall we be liable to you for any morrest special or consequential damages (b) Because you have possession and control of this Equipment you are fully respon sibl for any Claim or other damage injury or loss caused by (or to) the Equipment or other property resulting from the use misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons v hen the damage or injury is caused exclusively by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment and will name us as an additional insured and loss payee on your insurance policy. If you fail to provide evidence of insurance reasonably satisfactory to us you authorize us to obtain coverage on your behalf and you agree to pay for this coverage. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Lease until the payment obliga tions are fully satisfied
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- 12 Business Agreement and Choice of Law YOU AGREE THAT THIS AGREE MENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE IN WHICH OUR PRINCIPAL CORPORATE OFFICE IS LOCATED YOU ALSO CONSENT TO THE VENUE AND NON EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT
- 13 No Waiver or Set off You agree that our delay or failure to ever use any rights does not prevent us from exercising them at a later time. If any part of this Lease is found to be invalid then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law ALL PAYMENTS TO US ARE NET AND ARE NOT SUBJECT TO SET OFF OR REDUCTION
- 14 Entire Agreement Delivery & Acceptance Certificate Vendor Contract This Lease represents the entire agreement (including addendums referenced on the face of this Lease which are signed and attached) between us and you. Neither of us will be hound by any amendment warver or other change unless agreed to in writing and signed by both. Any purchase order or other ordering documents will not modify or affect this Lease nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You agree to sign and return to us a delivery and acceptance certificate within three business days after any Equipment is delivered. You agree that either (a) you have reviewed approved and recurved, a copy of the equipment supplier contract covering the Equipment we acquired from the equipment supplier or (b) that we have informed you by this writing of the identity of the equipment supplier that you may have rights under the equipment supplier contract and that you may contact the equipment supplier for a description of those rights
- 15 Counterparts Fausimiles This Agreement may be executed in counterparts The counterpart which has our original signature and or is in our possession shall constitute thattel paper as that term is defined in the Umform Commercial Code (UCC) and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile the lacsimile copy as received by us shall be binding against you as if it were manually signed. However, no facsimile or other version of this Agreement shall be binding against us until manually signed by us you agree to deliver the facsimile version of any counterpart of this Agreement with your original signature upon our reguest.

Authorized Signer

Vour original signature upon our requirements of the signature of the si

Bill As Wells Fargo

ASSIGNMENT WITHOUT RECOURSE

To Wells Fargo

RE Allegiance Telecom as Lessee and the undersigned as Lessor Through Assignment

For value received, the undersigned ("Assignor") hereby sells assigns and transfers and sets out to Wells Fargo Leasing Vendor Services Corporation ("Assignee"), its successors and assigns WITHOUT RECOURSE in any respect the annexed and abovenamed lease together with all rental payments due or to become due thereunder, and all monies due and to become due in connection with exercise by lessee of an option, if any, to purchase the property described in the lease, all of Assignor's rights and remedies thereunder and under any guaranty therefore, including the right to take in Assignees names any and all proceedings legal, equitable or otherwise the Assignor might otherwise take save for this assignment

IOS Capital, Inc

By Mary Apolletts Mary Jo Sallette, Syndication

Date 1-25-02

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- Ownership of Equipment Assignment We are the sole owner and title holder to the Equipment You will keep the Equipment free of all liens and encumbrances YOU HAVE NO RIGHT TO SELL TRANSFER ENCUMBER SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld) You agree that we may sell or as ign any of our interests without notice to you. In that event the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims defenses or set offs that you may have against us. If you have entered into a maintenance service or supply agreement with IKON such agreement will remain in full force and effect with IKON and will not be affected by any such assignment.
- 4 Taxes and Filing Costs In addition to the payments under this Lease you agree to pay all taxes fees and filing costs related to the use of the Equipment even if billed after the end of the term of this Lease If we are required to file and pay property tax you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector ac will notify you.
- 5 UCC Filing To protect our rights in the Equipment in the event this Lease is determined to be a security agreement, you hereby grant to us a security interest in the Equipment and all proceeds products rents or profits from the sale casualty loss or other disposition thereof. You authorize us to file a copy of this Lease as a financing statement and appoint us or our designee as your attorney in fact to execute and file on your behalf, financing statements covering the Equipment. At our request you will sign and deliver such documents for filing purposes.
- 6 Warranties We transfer to you, without recourse for the term of this Agreement, any warranties made by the manufacturer with respect to the Equipment. Since we are a finance company and neither the manufacturer nor the distributor of the Equipment. WE MAKE NO WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE.
- Maintenance of Our Equipment and Agency You agree to install (if required), u e and maintain the Equipment in accordance with manufacturers or IKON's specifications and to use only those supplies which meet such specifications. You will keep the Equipment in good condition except for ordinary wear and tear If you have contracted for maintenance and support activities from IKON regarding the Equipment IKON alone is responsible for all of those services. IKON and IOS Capital are not agents for each other.
- Indemnity Liability and Insurance (a) The parties to this Lease will indemnify defend and hold each other harmless from all losses damages claims suits and actions (including court costs and reasonable attorneys fees) (Claims + arising out of any breach of this Lease except to the extent caused by the negligence or intentional acts or omissions of the other. Notwithstanding anything to the contrary in no event shall we be I able to you tor any indirect special or consequential damages (b) Because you have possession and control of this Equipment you are fully respon sible for any Claim or other damage injury or loss caused by (or to) the Equipment or other property resulting from the use misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons when the damage or injury is caused exclusively by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment and will name us as an additional insured and loss payee on your insurance policy. If you fail to provide a idence of insurance reasonably satisfactory to us vou authorize us to obtain coverage on your behalf and you agree to pay for this coverage. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Lease until the payment obliga tions are tully satisfied
- 9 Renewal and Return of Equipment After the minimum term or any extension, this Lease will renew on a month to month basis unless you notify us in writing at least 30 days prior to the expiration of the minimum term or extension. You must pay any additional payments due until the Equipment is returned by you and is received in good condition and working ofder by us or our designees. IKON will bear shipping that ges so long as replacement Equipment is selected from IKON.

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Ac epted by 10s Capital Inc.

Authorized Signer

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ASSIGNMENT WITHOUT RECOURSE

To Wells Fargo

RE Allegiance Telecom as Lessee and the undersigned as Lessor Through Assignment

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IOS Capital, Inc

Mary Io Sallette Syndication

Date 1-25-02

Lease Ag	greement Number	19287A	CINE		102	Capitai
use 'you or you of the largest disti	oosing IKON! This lease agreement (Lir we are referring to you, our Customeributors of office solutions in the world	ease) has been written in cier When we use IKON w	ear easy to under e are referring to	rstand language Please to IKON Office Solutions,	ake time to review the Inc, which is the equ	terms When we
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- 10 Lease Payments Payments will begin on the delivery date. You agree to pay us each payment when it is due, and if any payment is more than 10 days late, you agree to pay a late charge of 5° 3 or \$5 (whichever is greater but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay \$25 for each check returned for insufficient funds or any other reason.
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- 12 Business Agreement and Choice of Law YOU AGREE THAT THIS AGREE MENT WILL BE GOVERNED UNDER THE LAW FOR THL STATE IN WHICH OUR PRINCIPAL CORPORATE OFFICE IS LOCATED YOU ALSO CONSENT TO THE VENUE AND NON EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWYUIT
- 13 No Waiver or Set off You agree that our delay or failure to exercise any rights does not prevent us from exercising them at a later time. If any part of this Lease is found to be unvalid then it shall not invalidate any of the other parts ind the Lease shall be modified to the minimum extent as permitted by law ALL PAYMENTS TO US ARE NET AND ARE NOT SUBJECT TO SET OFF OR REDUCTION.
- 14 Entire Agreement Delivers & Acceptance Certificate Vendor Contract This Lease represents the entire agreement (including addendums referenced on the face of this Lease which are signed and attached) between us and you Neither of us will be bound by any amendment waiver or other change unless agreed to in writing and signed by both Any purchase order or other ordering documents will not modify or affect this Lease nor have any other legal effect and shall serv only the purpose of identifying the equipment ordered. You agree to sign and return to us a delivery and acceptance certificate within three business days after am Equipment is delivered. You agree that either (a) you have reviewed approved and re-erved a copy of the equipment supplier on (b) that we have informed you by this writing of the identity of the equipment supplier that you may have rights under the equipment supplier contract and that you may contact the equipment supplier for a description of those rights.
- 15 Counterparts, Facsimiles This Agreement may be executed in counterparts. The counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the Uniform Commitmal Code (UCC) and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile the facsimile copy a received by us shall be binding against you as if it were manually signed. However, no facsimile or other version of this Agreement shall be binding against us until manually signed by us. You agree to deliver the facsimile version of any counterpart of this Agreement with your original signature upon our request.

Accepted by IOS Capital Inc

Authorized Signer

Name

Authorized Signer

Name

Volume



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Bill As West Fargo

ASSIGNMENT WITHOUT RECOURSE

To Wells Fargo

RE Allegiance Telecom and the undersigned as Lessor Through Assignment

For value received, the undersigned ("Assignor") hereby sells assigns and transfers and sets out to Wells Fargo Leasing Vendor Services Corporation ("Assignee"), its successors and assigns WITHOUT RECOURSE in any respect the annexed and abovenamed lease together with all rental payments due or to become due thereunder, and all monies due and to become due in connection with exercise by lessee of an option, if any, to purchase the property described in the lease, all of Assignor's rights and remedies thereunder and under any guaranty therefore, including the right to take in Assignees names any and all proceedings legal, equitable or otherwise the Assignor might otherwise take save for this assignment

IOS Canutal Inc

By Mary April

Date /-/7-02

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- 3 Ownership of Equipment Assignment. We are the sole owner and title holder to the Equipment. You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL TRANSFER ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign any of our interests without notice to you. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims defenses or set-offs that you may have against us. If you have entered into a maintenance service or supply agreement with IKON such agreement will remain in full force and effect with IKON and will not be affected by any such assignment.
- 4 Taxes and Filing Costs. In addition to the payments under this Lease, you agree to pay all taxes fees and rling costs related to the use of the Equipment even if billed after the end of the term of this Lease. If we are required to file and pay property tax you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you.
- 5 LCC Filing Tu protect our rights in the Equipment in the event this Lease is determined to be a security agreement you hereby grant to us a security interest in the Equipment and all proceeds products rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Lease as a financing statement and appoint us or our designee as your attorney in fact to execute and file on your behalf financing statements covering the Equipment. At our request you will sign and deliver such documents for filing purposes.
- 6 Warrantics We transfer to you without recourse for the term of this Agreement any warranties made by the manufacturer with respect to the Equipment. Since we are a finance company and neither the manufacturer nor the distributor of the Equipment. WE MAKE NO WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE.
- Maintenance of Our Equipment and Agency You agree to install (if required) use and maintain the Equipment in accordance with manufacturers or IKON's specifications and to use only those supplies which meet such specifications. You will keep the Equipment in good condition except for ordinary wear and tear of You have contracted for maintenance and support activities from IKON regarding the Equipment IKON alone is responsible for all of those services IKON and IOS Capital are not agents for each other
- Indemnity Liability and Insurance (a) The parties to this Lease will indemnify defend and hold each other harmless from all losses damages claims suits and actions (including court costs and reasonable attorneys fees) ( Claims ) arising out at any breach of this Lease except to the extent caused by the negligence or intentional acts or omissions of the other. Notwithstanding anything to the contrary in no event shall we be liable to you for any indirect special or consequential damages (b) Because you have possession and control of this Equipment you are fully respon sible for any Claim or other damage injury or loss caused by (or to) the Equipment or other property resulting from the use misuse or possession of the Equipment of any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons when the damage or injury is caused exclusively by our negligent acts o omissions. You agree to maintain insurance to cover the Equipment and will name us as an additional insured and loss pavee on your insurance policy if you tail to provide evidence of insurance reasonably satisfactory to us you authorize us to obtain coverage on your behalf and you agree to pay for thus coverage. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Lease until the payment obliga tions are fully satisfied
- 9 Renewal and Rerum of Equ pment. After the minimum term or any extension, this Lease will renew on a month-to month basis unless you notify us in writing at least 50 days prior to the expiration of the minimum term or extension. You must pay any additional payments due until the Equipment is returned by you and is received in good condition and working order by us or our designees. IKON will bear shipping charges so long as replacement Equipment is selected from IKON.

- 10 Lease Payments Payments will begin on the delivery date. You agree to pay us each payment when it is due and if any payment is more than 10 days late you agree to pay a late charge of 5° 0 or S5 (whichever is greater, but not to exceed the maximum amount allowed by applicable 1:w) on the overdue amount. You also agree to pay \$25 for each check returned for insufficient funds or any other reason.
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- 12 Bu ines: Agreement and Choice of Law YOU AGREE THAT THIS AGREE MENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE IN WHICH OUR PRINCIPAL CORPORATE OFFICE IS LOCATED YOU ALSO CONSENT TO THE 'ENLE A'ND NON EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT
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- 15 Counterparts Facsimiles This Agreement may be executed in counterparts. The counterpart v fuch has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the Uniform Commircial Code (UCC) and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile the facsimile copy as received by us shall be binding against you as if it were manually signed. However, no facsimile or other version of this Agreement shall be binding against us until manually signed by us You agree to deliver the facsimile version of any counterpart of this Agreement with your original signature upon our request.

Accepted by IOS Capital Inc.

| August | Allett | Claser | Analyst | 1-17-07
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Bill As Wells Fargo

### ASSIGNMENT WITHOUT RECOURSE

To Wells Fargo

#### RE Allegiance Telecom and the undersigned as Lessor Through Assignment

For value received, the undersigned ("Assignor") hereby sells assigns and transfers and sets out to Wells Fargo Leasing Vendor Services Corporation ("Assignee"), its successors and assigns WITHOUT RECOURSE in any respect the annexed and abovenamed lease together with all rental payments due or to become due thereunder, and all monies due and to become due in connection with exercise by lessee of an option, if any, to purchase the property described in the lease, all of Assignor's rights and remedies thereunder and under any guaranty therefore, including the right to take in Assignees names any and all proceedings legal, equitable or otherwise the Assignor might otherwise take save for this assignment

IOS Capital, Inc

By Agus Halfula
Mary Josailette, Syndication

Date /-/7-02

214-261-7100

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- Ownership of Equipment Assignment We are the sole owner and title holder to the Equipment You will keep the Equipment free of all hens and encumbrance YOU HAVE NO RIGHT TO SELL TRANSFER ENCUMBER SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld) You agree that we may sell or assign any of our interests without notice o you. In that event the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims defenses or set offy that you may he against us. If you have entered into a maintenance service or supply agreement with IKON such agreement will remain in full force and effect with IKON and will not be affected by any such assignment.
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- 5 UCC Filing To protect our rights in the Equipment in the event this Lease is determined to be a security agreement you hereby grant to us a security interest in the Equipment and all proceeds products rents or profits from the sale casualty loss or other disposition thereof. You authorize us to file a copy of this Lease as a financing statement and appoint us or our designee as your attorney in fact to execute and file on your behalf, financing statements covering the Equipment. At our request you will sign and deliver such documents for filing purposes.
- 6 Warranties We transfer to you without recourse for the term of this Agreement any warranties made by the manufacturer with respect to the Equipment. Since we are a finance company and neither the manufacturer nor the distributor of the Equipment. WE MAKE NO WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE.
- Maintenance of Our Equipment and Agency You agree to instal (it required) use and maintain the Equipment in accordance with manufacturers or IKON's specifications and to use only those supplies which meet such specifications. You will keep the Equipment in good condition except for ordinary wear and tear If you have contracted for maintenance and support activities from IKON regarding the Equipment. IKON alone is responsible for all of those services. IKON and IOS Capital are not agents for each other.
- Indemnit Liability and Insurance (a) The parties to this Lease will indemnify defeno and hold each other hannless from all losses damages claims suits and actions (including court costs and reasonable attorneys fees) ( Claims ) arising out of any breach of this Lease except to the extent caused by the negligence or intentional acts or omissions of the other. Notwithstanding anything to the contrary in no event shall we be liable to you for any indirect special or consequential damages (b) Because you have possession and control of this Equipment you are fully respon sible for any Claim or other damage injury or loss caused by (or to) the Equipment or other property resulting from the use misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury it third persons when the damage or injury is caused exclusively by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment and will name us as an additional insured and loss payee on your insur ance policy. If you fail to provide evidence of insurance reasonably satisfactory to us ,ou authorize us to obtain Loverage on your behalf and you agree to pay for this coverage. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Lease until the payment obliga tions are fully satisfied
- 9 Renewal and Return of Equipment. After the minimum term or any extension, this Lease will renew on a month to month basis unless you notify us in writing at least 50 da. s prior to the expiration of the minimum term or extension. You must pay any additional payments due until the Equipment is returned by you and is received in Lood or indition and working order by us or our distances. IKON will bear shipping charges so long as replacement Equipment is selected from IKON.

- 10 Lease Payments Payments will begin on the delivery date. You agree to pay us each payment when it is due, and if any payment is more than 10 days late on agree to prijalate charge or 5% or \$5 (whichever is greater but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay \$25 for each check returned for insufficient funds or any other reason.
- 11 Detault IF YOU DO NOT PAY ANY AMOUNT WHEN IT IS DUE OR BREACH ANY OTHER TERM OF THIS LEASE YOU ARE IN DEFAULT IF YOU DEFAULT WE HAVE THE RIGHT TO EXERCISE ANY AND ALL LEGAL REMEDIES AV AILABLE TO US BY APPLICABLE LAWS INCLUDING ARTI CLE 2A OF THE UNIFORM COMMERCIAL CODE YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 1A AGAINST US (BUT NOT AGAINST THE MANU FACTURER ANY VENDOR OF THE EQUIPMENT OR IKON) Additionally we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Lease present valued at the discount rate of 630 to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Letse. We may repossess the Equipment and pursue you for any deficiency balance a for dispos ing the Equipment all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorney fees and any cost associated with any aution to enforce this Lease. This action will not void your responsibility to maintain and care for the Equipment nor will IKON be hable for any action taken on our behalf. Default also includes your becoming insol vent your assignment of assets for the benefit of creditors your filing for bankruptcy protection or failure of the guarantor to honor its commitment. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice at a public or private disposition and to apply the net proceeds (after we have deducted all costs including reasonable attorneys fees) to the amounts that you owe us. You will remain respon sible for any deficiency that is due after we have applied any such net proceeds
- 12 Business Agreement and Choice of Law YOU AGREE THAT THIS AGREE MENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE IN WHICH OUR PRINCIPAL CORPOR ATE OFFICE IS LOCATED YOU ALSO CONSENT TO THE VENUE AND NON EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDEN( E IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT
- 13 No Waiver or Set off You agree that our delay, or failure to ex roise any rights does not prevent us from exercising them at a later time. If any part of this Lease is found to be invalid then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE NET. AND ARE NOT SUBJECT TO SET OFF OR REDUCTION.
- Entire Agreement, Delivery & Acceptance Certificate Vendor Contract This Lease represents the entire agreement (including addendums referenced on the face of this Lease which are signed and attached) between us and you. Notifier of us will be bound by any amendment waiver or other change unless agreed to in writing and signed by both Any purchase order or other change unless agreed to in writing and affect this Lease nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You agree to sign and return to us a delivery and acceptance certificate within three business days after any Equipment is delivered. You agree that either (a) you have reviewed approved, and received, a cop of the equipment supplier contract covering the Equipment we acquired from the equipment supplier or (b) that we have informed you by this writing of the identity of the equipment supplier that you may have rights under the equipment upplier contract and that you may contact the equipment supplier for a description of those rights.
- 15 Counterparts Facsimiles This Agreement may be executed in counterparts The counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the Umform Commercial Code (UCC) and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile the facsimile copy as received by as shall be binding against you as if it were manually signed. However, no facsimile or other version of this Agreement shall be binding against us until minually signed by us. You agree to deliver the facsimile version of any counterpart of this Agreement with your original signature upon our request.

Name Natherized Signer Title Date



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B:11 As Wells Fargo

#### ASSIGNMENT WITHOUT RECOURSE

To Wells Fargo

#### RE Allegiance Telecom and the undersigned as Lessor Through Assignment

For value received, the undersigned ("Assignor") hereby sells assigns and transfers and sets out to Wells Fargo Leasing Vendor Services Corporation ("Assignee"), its successors and assigns WITHOUT RECOURSE in any respect the annexed and abovenamed lease together with all rental payments due or to become due thereunder, and all monies due and to become due in connection with exercise by lessee of an option, if any, to purchase the property described in the lease, all of Assignor's rights and remedies thereunder and under any guaranty therefore, including the right to take in Assignees names any and all proceedings legal, equitable or otherwise the Assignor might otherwise take save for this assignment

IOS Capital, Inc

By 9 May Galling

Mary Jo Sallette, Syndication

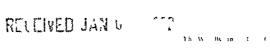
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Leas	se Agr	eement Numb	er <i>191561</i>		I''LD OLG		IOS	Capital [™]
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PERSONAL GUARANTY In consideration of IOS Capital's entering into the above Agreement, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Agreement when they are due and that the Customer will perform all other obligations under the Agreement fully and promptly I also agree that IOS Capital may modify the Agreement or make other arrangements with the Customer and I will still be responsible for those payments and other obligations under the Agreement I agree that IOS Capital need not notify me of any default under the Agreement and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event I will pay all amounts due under the terms of the Agreement In addition. I will reimburse IOS Capital for my costs or reasonable attorney fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection. I CONSENT TO THE VENUE AND NON EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY.								
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een del	ivered install	ed and accepted and ou agree	e that each such equipm	ient is in go	od condition and	satisfactory for all pu	rposes of the Lease Agre	ement
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- Ownership of Equipment Assignment We are the sole owner and title holder to the Equipment You will keep the Equipment free of all liens and encumbrances YOU HAVE NO RIGHT TO SELL TRANSFER ENCUMBER SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld) You agree that we may sell or assign any of our interests without notice to you. In that event the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the a signee will not be subject to any claims defenses or set offs that you may have against us. If you have entered into a maintenance service or supply agreement with IKON such agreement will remain in full force and effect with IKON and will not be affected by any such assignment.
- 4 Taxes and Filing Costs. In addition to the payments under this Lease, you agree to pay all taxes fees and filing costs related to the use of the Equipment even if billed after the end of the term of this Lease, if we are required to file and pay propers tax you agree to reimburse us. If you are required to file and pay the taxes directly to the tax, allector we will notify you.
- 5 UCC Filing To protect our rights in the Equipment in the event this Lease is determined to be a security agreement, you hereby grant to us a security interest in the Equipment and all proceeds products rents or profits from the sale casualty loss or other disposition the eof. You authorize us to file a copy of this Lease as a financing statement and appoint us or our designee as your attorney in fact to execute and file on your behalf financing statements covering the Equipment. At our request you will sign and deliver such documents for filing purposes.
- 6 Warranties We transfer to you without recourse for the term of this Agreement any warralities made by the manufacturer with respect to the Equipment. Since we are a finance company and neither the manufacturer nor the distributor of the Equipment. WE MAKE NO WARRANTIES EYPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE.
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A cepted by IOS Capital Irc Julian Llanes Onelyst 1-17-02
Name Authorized Signer Title Date





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B:11 As Well Fargo

### ASSIGNMENT WITHOUT RECOURSE

To Wells Fargo

### RE Allegiance Telecom and the undersigned as Lessor Through Assignment

For value received, the undersigned ('Assignor') hereby sells assigns and transfers and sets out to Wells Fargo Leasing Vendor Services Corporation ('Assignee"), its successors and assigns WITHOUT RECOURSE in any respect the annexed and abovenamed lease together with all rental payments due or to become due thereunder, and all monies due and to become due in connection with exercise by lessee of an option, if any, to purchase the property described in the lease, all of Assignor's rights and remedies thereunder and under any guaranty therefore, including the right to take in Assignees names any and all proceedings legal, equitable or otherwise the Assignor might otherwise take save for this assignment

IOS Capital, Inc

By Y My Ather Syndronia

Date ___/-17-0Z

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- 3 Ownership of Equipment Assignment We are the sole owner and title holder to the Equipment You will keep the Equipment free of all liens and encumbrances YOU HAVE NO RIGHT TO SELL TRANSFER ENCUMBER SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld) You agree that we may sell or assign any of our interests without notice to you In that event the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims defenses or set offs that you may have against us. If you have entered into a maintenance service or supply agreement with IKON such agreement will remain in full force and effect with IKON and will not be affected by any such assignment.
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- 5 UCC Filing To protect our rights in the Equipment in the event this Lease is determined to be a security agreement, you hereby grant to us a security interest in the Equipment and all proceeds products rents or profits from the sale casualty loss or other disposition thereof. You authorize us to file a copy of this Lease as a financing statement and appoint us or our designee as your attorney in fact to execute and file on your behalf financing statements covering the Equipment. At our request you will sign and deliver such documents for filing purposes.
- 6 Warranties We transfer to you without recourse for the term of this Agreement an, warranties made by the manufacturer with respect to the Equipment. Since we are a manufacture company and reither the manufacturer nor the distributor of the Equipment WE MAKE NO WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICUL AR PURPOSE.
- Maintenance of Our Equipment and Agency You agree to install (if required) ise and maintain the Equipment in accordance with manufacturers or IKON's specifications and it use only those supplies which meet such specifications. You will keep the Equipment in good condition except for ordinary view and tear. I ou have contracted for maintenance and support activities from IKON regarding the Equipment. IKON alone is responsible for all of these services. IKON and IOS Capital are not agents for each other.
- Indemnity Liability and Insurance (a) The parties to this Lease will indemnify, defend and hold each other harmless from all losses damages craims suits and actions (including court costs and reasonable attorneys fees) ( Claims ) arising out of any b each of this Lease except to the extent caused by the negligence or intentional acts or unussions of the other. Notwithstanding anything to the contrary in no event shall we be liable to you for any indirect special or consequential damages (b) Because you have possession and control of this Equipment you are fully respon sible for any Claim or other damage injury or loss caused by (or to) the Equipment or other property resulting from he use, misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to hird persons when the damage or injury is caused exclusively by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment and will name us as an additional insured and loss pavee on your insurance policy. If you fail to provide evidence of insurance reasonably satisfactory to us you authorize us to obtain Loverage on your behalf and you agree to pay for this coverage. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Lease until the payment obliga tions are fully satisfied
- 9 Renewal and Return of Equipment. After the minimum term or any extension, this Lease will renew on a month to month basis unless you notify us in writing at least 30 days prior to the expiration of the minimum term or extension. You must pay any additional payments due until the Equipment is returned by you and is received in good condition and working order by us or our designees. IKON will bear shipping charges so long as replacement Equipment is selected from IKON.

- 10 Lease Payments Payments will begin on the delivery date. You agree to pay us each payment when it is due and if any payment is more than 10 days late, you agree to pay a late charge of 5% or \$5 (whichever is greater but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay \$25 for each check returned for insufficient funds or any other reason.
- 11 Default IF YOU DO NOT PAY ANY AMOUNT WHEN IT IS DUE OR BREACH ANY OTHER TERM OF THIS LEASE YOU ARE IN DEFAULT IF YOU DEFAULT WE HAVE THE RIGHT TO EXERCISE ANY AND ALL LEGAL REMEDIES AVAILABLE TO US BY APPLICABLE LAWS INCLUDING ARTI CLE 24 OF THE UNIFORM COMMERCIAL CODE YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A AGAINST US (BUT NOT AGAINST THE MANU FACTURER ANY VENDOR OF THE EQUIPMENT OR IKON) Additionally, we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Lease present valued at the discount rate of 600 to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Lease. We may repossess the Equipment and pursue you for any deficiency balance after dispos ing the Equipment all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorney fees and any cost associated with any action to entoruc this Lease. This action will not your responsibility to maintain and care for the Equipment nor will IKON be liable for any action taken on our behalf. Default also includes your becoming insol. vent, your assignment of asset, for the benefit of creditors your filing for bankruptev protection or failure of the guarantor to nonor its commitment. If we take possession of the Equipment we agree to sell or otherwise dispose of it und I such terms as may be acceptable to us in our discretion with or without notice at a public or private disposition and to apply the net proceeds (after we have deducted all costs including reasonable attorneys fees) to the amounts that you owe us You will remain respon sible for any deficiency that is due after we have applied any such net proceeds
- 12 Business Agreement and Choice of Law YOU AGREE THAT THIS AGREE MENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE IN WHICH OUR PRINCIPAL CORPORATE OFFICE IS LOCATED YOU ALSO CONSENT TO THE VENUE AND NON EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT
- 13 No Waiver or Set off. You agree that our delay or failure to exercise any rights does not prevent us from exercising them at a latter time. If any part of this Lease is found to be invalid then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE NET. AND ARE NOT SUBJECT TO SET OFF OR REDUCTION.
- 14 Entire Agreement Delivery & Acceptance Certificate Vendor Contract This Lease represents the entire agreement (including addendums referenced on the face of this Lease which are signed and attached) between us and you. Notither of us will be bound by any amendment waiver or other change unless agreed to in writing and signed by both. Any purchase order or other ordering document, will not modify or affect this Lease nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You agree to sign and return to us a delivery and acceptance certificate within three business days after any Equipment is delivered. You agree that either (a) you have reviewed approved and received a copy of the equipment supplier contract covering the Equipment we acquired from the equipment supplier or (b) that we have informed you by this writing of the identity of the equipment supplier that you may have rights under the equipment supplier contract and that you may contact the equipment supplier for a description of those rights.
- 15 Counterparts Facsimiles This Agreement may be executed in counterparts The counterpart which has our original signature and/or is in our possession shall constitute that chattel paper as that term is defined in the Uniform Commen (al Code (UCC) and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile the facsimile copy as received by us shall be binding against, ou as if it were manually signed. However, no facsimile or other version of this Agreement shall be binding against us until manually signed by us You agree to deliver the facsimile version of any counterpart of this Agreement with your original signature upon our request.

Accepted by JOS Capital Inc.

Your original signature upon our required by JOS Capital Inc.

Natural Market Market



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Bill As Wells Fargo

### ASSIGNMENT WITHOUT RECOURSE

To Wells Fargo

# RE Allegiance Telecom as Lessee and the undersigned as Lessor Through Assignment

For value received, the undersigned ("Assignor") hereby sells assigns and transfers and sets out to Wells Fargo Leasing Vendor Services Corporation ('Assignee"), its successors and assigns WITHOUT RECOURSE in any respect the annexed and abovenamed lease together with all rental payments due or to become due thereunder, and all monies due and to become due in connection with exercise by lessee of an option, if any, to purchase the property described in the lease, all of Assignor's rights and remedies thereunder and under any guaranty therefore, including the right to take in Assignees names any and all proceedings legal, equitable or otherwise the Assignor might otherwise take save for this assignment

IOS Capital, Inc

By Mary Jo Sallette, Syndication

Date 1-25-02