

United States Bankruptcy Court Southern District of New York		PROOF OF CLAIM
In re (Name of Debtor) Allegiance Telecom, Inc.		Case Number 03-13057
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 entity to whom the debtor owes money or property) Wells Fargo Leasing Vendor Services Corp		<div style="text-align: right; font-weight: bold; font-size: small;">FILED U.S. BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK 03-13057 (RRD) 304</div> <div style="font-size: x-small;"><input type="checkbox"/> Check box if you or anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.</div> <div style="font-size: x-small;"><input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.</div> <div style="font-size: x-small;"><input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.</div>
Name and Addresses Where Notices Should be Sent Foster & Wolkind, P.C. 80 Fifth Avenue, Suite 1401 New York, NY 10011		THIS SPACE IS FOR COURT USE ONLY
Telephone No (212) 691-2313		
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR 42461478, 42461486, 42461474, 42455081, 42457102, 42455047, 42455131, 42461460		
Basis for Claim <div style="display: flex; justify-content: space-between;"><div style="width: 45%; font-size: x-small;"><input 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 checked="" type="checkbox"/> Other (Describe briefly) Equipment finance leases</div><div style="width: 50%; font-size: x-small;"><input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your social security number _____ Unpaid compensations for services performed from _____ (date) to _____ (date)</div></div>		
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 classified as one or more of the following: (1) Unsecured nonpriority (2) Unsecured Priority (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM. <div style="display: flex; justify-content: space-between;"><div style="width: 45%; font-size: x-small;">SECURED CLAIM \$ _____ Attach evidence of perfection of security interest. Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) _____ Amount of arrearage and other charges included in secured claim above if any \$ _____ <input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ 77,509.28 A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.</div><div style="width: 50%; font-size: x-small;"><input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000) earned not more than 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—U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$900 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"/> Taxes or penalties of governmental units—11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other—11 U.S.C. §§ 507(a)(2), (a)(5)—(Describe briefly) _____</div></div>		
5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED \$ 77,509.28 <div style="display: flex; justify-content: space-between; font-size: x-small;"><div>\$ _____ (Unsecured)</div><div>\$ _____ (Secured)</div><div>\$ _____ (Priority)</div></div> <div style="float: right; border: 1px solid black; padding: 2px; text-align: center; font-size: x-small;">\$ 77,509.28 (Total)</div> <div style="clear: both;"></div> <div style="font-size: x-small;"><input type="checkbox"/> Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.</div>		
6. CREDITS AND SETOFFS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.		THIS SPACE IS FOR COURT USE ONLY
7. SUPPORTING DOCUMENTS Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
8. TIME STAMPED COPY To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date August 7, 2003	Sign and print the name and title of any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any). Foster & Wolkind, P.C. by Bruce E. Wolkind, Esq. 	

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



00318

ACCOUNT NUMBER	DATE COMMENCED	EQUIPMENT LOCATION	TERM	RESIDUAL	LAST PAID	LAST PAID-\$	Total Bal Incl Residual*
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 Francisco, 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 Agreement

Number 19161A

RECEIVED 10/1/01 **IOS Capital**SM

Thank you for choosing IKON! This lease agreement (Lease) has been written in clear, easy to understand language. Please take time to review the terms. When we use you or your we are referring to you, our Customer. When we use IKON we are referring to IKON Office Solutions, Inc. which is the equipment supplier and one of the largest distributors of office solutions in the world. When we use we' us our or IOS Capital' we are referring to IOS Capital, Inc. the wholly owned captive finance subsidiary of IKON. Our principal corporate office is located at 1738 Bass Road, Macon, GA 31210.

CUSTOMER INFORMATION

Alliance Telecom
Full Legal Name
2101 Webster St
Customer Location Address
Oakland, CA 95110
City County State Zip

Customer Billing Contact Loretta Farley
Phone (ext) Fax
9201 N. Centra Expressway
Customer Billing Address (if different)
Dallas, TX 75231
City County State Zip

EQUIPMENT DESCRIPTION

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
<u>1</u>	<u>CANON 5000S</u>		

☐ Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Lease Term <u>36</u> (months)	Payment Due (check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Step (see attached)	Payment Without Sales Use, and Property Tax <u>\$322.00</u>	Advance Payment \$ _____ (Tax Incl d) by Check # _____ <input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other _____
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42461478

ADDITIONAL PROVISIONS (if any) are

Sales Tax Exempt ☐ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. # etc.) _____

Addendum(s) attached ☐ YES (check if yes and indicate total number of pages) _____

TERMS AND CONDITIONS

- Lease Agreement: You agree to lease from us the equipment (Equipment) listed above. **THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE.** Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. You also agree that the Equipment will be used solely for business purposes and not for personal, family or household purposes and the "Customer Location" is a business address. Our acceptance of this Agreement when given is indicated by our signature.
- Location of Equipment: You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment. (The terms and conditions set forth on the reverse side of this page are hereby incorporated herein by reference.)

AUTHORIZED SIGNER THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO

X Ken Close Date 12-3-01 Ken Close VP of Real Estate
(Authorized Signer Signature) (Authorized Signer's Printed Name) (Authorized Signer's Title)

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 any 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.

X _____ Date _____ Home Address _____
Guarantor Signature
City _____ State _____ Zip _____
Home Phone () _____ SSN _____
(Printed Name of Guarantor, Do Not Include Title)

[Tear on perforation]

DELIVERY AND ACCEPTANCE With respect to Lease Agreement No. _____ (Lease) between IOS Capital, Inc. and _____ as customer (you) you hereby certify that each item of equipment described on such Lease Agreement has been delivered, installed and accepted and you agree that each such equipment is in good condition and satisfactory for all purposes of the Lease Agreement.

X _____ Date _____
Signature _____ 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 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 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, 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 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, all 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.
- 7 **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.
- 8 **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 liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are fully responsible 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 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 obligations 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 ARE IN DEFAULT, WE HAVE THE RIGHT TO EXERCISE ANY AND ALL LEGAL REMEDIES AVAILABLE TO US BY APPLICABLE LAWS, INCLUDING ARTICLE 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 MANUFACTURER, 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 value 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 disposing of 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 enforce this Lease. This action will not void 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 insolvent, 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 responsible 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 AGREEMENT 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 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 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 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 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.

Mary J. Salath Leasing Analyst 1-25-02
Name Authorized Signer Title Date

Lease Agreement 5.01

IKON

Order No. 191201A Customer Name Allegiance Telecom
Date 12/28/01 Customer No. C3AM020
Sales Rep No. C330m5 This schedule is part of an
Sales Rep Name Consert ☐ IKON Office Solutions Product Order Agreement ☐ IOS Capital Lease Agreement

[illegible]

IOS Capital

Ken Close Date 4/2/02
Ken Close - VP OF RIA / Estate

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 above-named 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
Mary Jo Sallette, Syndication

Date

1-25-02

4246 1486

IOSCapitalSM

Lease Agreement Number 19180A

Thank you for choosing IKON! This lease agreement (Lease) has been written in clear easy to understand language Please take time to review the terms When we use you 'or your we are referring to you our Customer When we use IKON we are referring to IKON Office Solutions Inc which is the equipment supplier and one of the largest distributors of office solutions in the world When we use we us our or IOS Capital we are referring to IOS Capital Inc the wholly owned captive finance subsidiary of IKON Our principal corporate office is located at 1738 Bass Road Macon, GA 31210

CUSTOMER INFORMATION

Customer Billing Contact Loretta Farley
alliance Telcom
 Full Legal Name 9201 N. Central Exwy
 Customer Location Address Dallas, TX 75231
 City County State Zip

Phone (ext) Fax
469-259-2268
9201 N Central Exwy
 Customer Billing Address (if different)
Dallas, TX 75231
 City County State Zip

EQUIPMENT DESCRIPTION

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
1	Canon 5000S		
1	Finisher		

☐ Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Lease Term <u>36</u> (months)	Payment Due (check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Step (see attached)	Payment Without Sales Use and Property Tax <u>\$322.00</u>	Advance Payment \$ _____ (Tax Incl d) by Check # _____ <input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other _____
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ADDITIONAL PROVISIONS (if any) are _____

Sales Tax Exempt ☐ YES (Attach Exemption Certificate) Customer Billing Reference Number (P O # etc.) _____

Addendum(s) attached ☐ YES (check if yes and indicate total number of pages) _____

TERMS AND CONDITIONS

- 1 Lease Agreement You agree to lease from us the equipment (Equipment) listed above **THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE** Effective as of delivery of the Equipment you agree to all of the terms and conditions contained in this Lease You agree this Lease is for the entire lease term indicated above You also agree that the Equipment will be used solely for business purposes and not for personal family or household purposes and the "Customer Location" is a business address Our acceptance of this Agreement when given is indicated by our signature
- 2 Location of Equipment You will keep the Equipment at the customer location specified above You must obtain our written permission which will not be unreasonably withheld to move the Equipment With reasonable notice you will allow us or our designee to inspect the Equipment (The terms and conditions set forth on the reverse side of this page are hereby incorporated herein by reference)

AUTHORIZED SIGNER THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO

X Kenneth C Close Date 12/28/01 Ken Close VP of RE
 (Authorized Signer Signature) (Authorized Signer's Printed Name) (Authorized Signer's Title)

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 any 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

X Kenneth C Close Date 12/28/01 Home Address _____
 Guarantor Signature City State Zip
 Home Phone () SSN
 (Printed Name of Guarantor Do Not Include Title)

[Tear on perforation]

DELIVERY AND ACCEPTANCE With respect to Lease Agreement No _____ (Lease) between IOS Capital Inc and _____ as customer (you) you hereby certify that each item of equipment described on such Lease Agreement has been delivered installed and accepted and you agree that each such equipment is in good condition and satisfactory for all purposes of the Lease Agreement

X _____ Date _____
 Signature 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 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 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, 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 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.
- 7 **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.
- 8 **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 liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are fully responsible 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 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 obligations 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 charge 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 ARTICLE 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 MANUFACTURER, 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 value 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 disposing 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 enforce this Lease. This action will not void 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 insolvent, 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 responsible 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 AGREEMENT 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. YOU 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 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 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 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 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.

Marybeth Learning Analyst 1-25-02
Name Authorized Signer Title Date

Lease Agreement 5 01

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 above-named 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 J. Sallette
Mary J. Sallette, Syndication

Date

1-25-02

Lease Agreement

Number 19218A

DEC 2 8 11

4246 1474 **IOSCapitalSM**

Thank you for choosing IKON! This lease agreement (Lease) has been written in clear, easy to understand language. Please take time to review the terms. When we use 'you' or 'your' we are referring to you, our Customer. When we use 'IKON' we are referring to IKON Office Solutions, Inc. which is the equipment supplier and one of the largest distributors of office solutions in the world. When we use 'we' 'us' 'our' or 'IOS Capital' we are referring to IOS Capital, Inc. the wholly-owned captive finance subsidiary of IKON. Our principal corporate office is located at 1738 Bass Road, Macon, GA 31210.

CUSTOMER INFORMATION

Full Legal Name Alligiance Telecom
Customer Location Address 1950 N Stemmons
Dallas TX 75207
City County State Zip

Customer Billing Contact Loretta Farley
469-259-2268
Phone (ext) Fax
9201 N Central Expressway
Customer Billing Address (if different)
Dallas TX 75231
City County State Zip

EQUIPMENT DESCRIPTION

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
<u>1</u>	<u>Canon 5000S</u>		

☐ Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Lease Term <u>36</u> (months)	Payment Due (check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Step (see attached)	Payment Without Sales Use, and Property Tax <u>322.00</u>	Advance Payment \$ _____ (Tax Incl d) by Check # _____ <input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other _____
---	--	--	--

ADDITIONAL PROVISIONS (if any) are _____

Sales Tax Exempt ☐ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P O # etc) _____

Addendum(s) attached ☐ YES (check if yes and indicate total number of pages) _____

TERMS AND CONDITIONS

1. Lease Agreement: You agree to lease from us the equipment (Equipment) listed above. **THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE.** Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. **You also agree that the Equipment will be used solely for business purposes and not for personal, family or household purposes and the 'Customer Location' is a business address.** Our acceptance of this Agreement when given is indicated by our signature.
2. Location of Equipment: You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment. (The terms and conditions set forth on the reverse side of this page are hereby incorporated herein by reference.)

AUTHORIZED SIGNER THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO

X [Signature] 12/13/01 KENCLOSE VP of Real Estate
(Authorized Signer Signature) (Authorized Signer's Printed Name) (Authorized Signer's Title)

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 any 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.

X _____ Date _____ Home Address _____
Guarantor Signature
City _____ State _____ Zip _____
Home Phone () _____ SSN _____
(Printed Name of Guarantor Do Not Include Title)

[Tear on perforation]

DELIVERY AND ACCEPTANCE With respect to Lease Agreement No _____ (Lease) between IOS Capital, Inc. and _____ as customer ('you ') you hereby certify that each item of equipment described on such Lease Agreement has been delivered, installed and accepted and you agree that each such equipment is in good condition and satisfactory for all purposes of the Lease Agreement.

X _____ Date _____
Signature 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 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 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, 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 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.
- 7 **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.
- 8 **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 liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are fully responsible 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 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 obligations 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 ARTICLE 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 MANUFACTURER, 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 value 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 disposing 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 enforce this Lease. This action will not void 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 insolvent, 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 responsible 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 AGREEMENT 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 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 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 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 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.

Mary J. Sallett Leasing Analyst 1-25-02

Name

Authorized Signer

Title

Date

Lease Agreement 5.01

IKON

Order No. 101218A Customer Name Allegiance Telecom
Date 12/28/01 Customer No. A27282
Sales Rep No. C350M5 This schedule is part of an
Sales Rep Name Lonsert ☐ IKON Office Solutions Product Order Agreement ☐ IOS Capital Lease Agreement

[illegible]

IOS Capital

Ken Close Date 1/2/03
Ken Close - VP OF RIA/ESTATE

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 above-named 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
Mary Jo Sallette, Syndication

Date 1-25-02

Lease Agreement

Number 19287A

IOSCapitalSM

Thank you for choosing IKON! This lease agreement (Lease) has been written in clear easy to understand language Please take time to review the terms When we use 'you' or 'your' we are referring to you, our Customer When we use 'IKON' we are referring to IKON Office Solutions, Inc, which is the equipment supplier and one of the largest distributors of office solutions in the world When we use 'we', 'us' or 'IOS Capital', we are referring to IOS Capital Inc the wholly owned captive finance subsidiary of IKON Our principal corporate office is located at 1738 Bass Road Macon GA 31210

CUSTOMER INFORMATION

Customer Billing Contact Loretta Farley

Full Legal Name Alliance Telecom

Phone 469-259-2268

Fax 9201 N Central Expressway

Customer Location Address Chicago, IL 60601

City Chicago County IL State 60601 Zip

EQUIPMENT DESCRIPTION

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
<u>1</u>	<u>Canon 5000S</u>		

☐ Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Lease Term <u>36</u> (months)	Payment Due (check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Step (see attached)	Payment Without Sales, Use and Property Tax <u>322.00</u>	Advance Payment \$ _____ (Tax Incl'd) by Check # _____ <input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other
---	--	--	--

ADDITIONAL PROVISIONS (if any) are

Sales Tax Exempt ☐ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P O # etc) _____

Addendum(s) attached ☐ YES (check if yes and indicate total number of pages) _____

TERMS AND CONDITIONS

- Lease Agreement You agree to lease from us the equipment (Equipment) listed above. **THIS LEASE IS UNCONDITIONAL AND NON CANCELABLE** Effective as of delivery of the Equipment you agree to all of the terms and conditions contained in this Lease You agree this Lease is for the entire lease term indicated above You also agree that the Equipment will be used solely for business purposes and not for personal, family or household purposes and the "Customer Location" is a business address Our acceptance of this Agreement when given, is indicated by our signature
- Location of Equipment You will keep the Equipment at the customer location specified above You must obtain our written permission which will not be unreasonably withheld to move the Equipment With reasonable notice you will allow us or our designee to inspect the Equipment (The terms and conditions set forth on the reverse side of this page are hereby incorporated herein by reference)

AUTHORIZED SIGNER THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER REPRESENTS HE/SH/ HAS THE AUTHORITY TO DO SO

X Kon Close Date 12-13-01 Kon Close VP of Real Estate
(Authorized Signer Signature) (Authorized Signer's Printed Name) (Authorized Signer's Title)

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 any 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

X _____ Date _____ Home Address _____
Guarantor Signature _____
City _____ State _____ Zip _____
(Printed Name of Guarantor Do Not Include Title) Home Phone () _____ SSN _____
[Tear on perforation]

DELIVERY AND ACCEPTANCE With respect to Lease Agreement No _____ (Lease) between IOS Capital Inc and _____ as customer (you) you hereby certify that each item of equipment described on such Lease Agreement has been delivered installed and accepted and you agree that each such equipment is in good condition and satisfactory for all purposes of the Lease Agreement

X _____ Date _____
Signature _____ Printed Name _____ Title _____

P.O. Box 9115, Macon, GA 31208-9115

800-800-1060

- 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 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, 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 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.
- 7 **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.
- 8 **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 liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are fully responsible 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 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 obligations are fully satisfied.
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- 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 ARTICLE 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 MANUFACTURER, 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 value 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 disposing 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 enforce this Lease. This action will not void 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 insolvent, 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 responsible 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 AGREEMENT 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 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 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 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 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

Mary Salith Learning Analyst 1/17/02
Name Authorized Signer Title Date

Lease Agreement 5 01



Order No 19287A Customer Name Allegiance Telecom
Date 12/28/01 Customer No C3AM71
Sales Rep No C350M5 This schedule is part of an
Sales Rep Name Lonsert ☒ IKON Office Solutions Product Order Agreement ☐ IOS Capital Lease Agreement

[illegible]

Customer Signature

Ken Chase Date 1/2/02

Printed Name & Title

Key Close - VP of Real Estate

IKON Office Solutions

IOS Capital

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 above-named 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
Mary Jo Sallette, Syndication

Date 1-17-02

Lease Agreement

Number 19325A

IOSCapitalSM

Thank you for choosing IKON! This lease agreement ("Lease") has been written in clear easy to understand language. Please take time to review the terms. When we use you or your we are referring to you our Customer. When we use IKON we are referring to IKON Office Solutions Inc. which is the equipment supplier and one of the largest distributors of office solutions in the world. When we use we as our or IOS Capital we are referring to IOS Capital Inc. the wholly owned captive finance subsidiary of IKON. Our principal corporate office is located at 1738 Bass Road Macon GA 31210

CUSTOMER INFORMATION

Alliance Telecom
Full Legal Name
700 E Butterfield Rd
Customer Location Address
Lombard, IL 60148
City County State Zip

Loretta Farley
Customer Billing Contact
469-259-2368
Phone (ext) Fax
9201 N Central Expressway
Customer Billing Address (if different)
Dallas, TX 75231
City County State Zip

EQUIPMENT DESCRIPTION

Quantity	Description Make Model & Serial Number	Quantity	Description Make Model & Serial Number
<u>1</u>	<u>Canon 5000S</u>		

☐ Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Lease Term <u>36</u> (months)	Payment Due (check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Step (see attached)	Payment Without Sales Use and Property Tax <u>\$322.00</u>	Advance Payment \$ _____ (Tax Included) by Check # _____ <input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other _____
---	--	---	--

ADDITIONAL PROVISIONS (if any) are _____

Sales Tax Exempt ☐ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. # etc) _____

Addendum(s) attached ☐ YES (check if yes and indicate total number of pages) _____

TERMS AND CONDITIONS

- Lease Agreement You agree to lease from us the equipment (Equipment) listed above. **THIS LEASE IS UNCONDITIONAL AND NON CANCELABLE**. Effective as of delivery of the Equipment you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. You also agree that the Equipment will be used solely for business purposes and not for personal family or household purposes and the "Customer Location" is a business address. Our acceptance of this Agreement when given is indicated by our signature.
- Location of Equipment You will keep the Equipment at the customer location specified above. You must obtain our written permission which will not be unreasonably withheld to move the Equipment. With reasonable notice you will allow us or our designee to inspect the Equipment. (The terms and conditions set forth on the reverse side of this page are hereby incorporated herein by reference.)

AUTHORIZED SIGNER THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO

X Ken Close Date 12/13/01 Ken Close V.P.R.E.
(Authorized Signer Signature) (Authorized Signer's Printed Name) (Authorized Signer's Title)

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 any 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.

X _____ Date _____ Home Address _____
Guarantor Signature _____
City _____ State _____ Zip _____
Home Phone () _____ SSN _____
(Printed Name of Guarantor Do Not Include Title)

[Tear on perforation]

DELIVERY AND ACCEPTANCE With respect to Lease Agreement No. _____ (Lease) between IOS Capital Inc. and _____ as customer (you) you hereby certify that each item of equipment described on such Lease Agreement has been delivered installed and accepted and you agree that each such equipment is in good condition and satisfactory for all purposes of the Lease Agreement.

X _____ Date _____
Signature _____ 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 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 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, we will notify you.
- 5 **LCC 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.
- 7 **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.
- 8 **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 liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are fully responsible 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 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 obligations 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 ARTICLE 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 MANUFACTURER, 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 value 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 disposing of 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 enforce this Lease. This action will not void 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 insolvent, 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 responsible 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 AGREEMENT 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 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 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 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 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.

Nancy Salath Leasing Analyst 1-17-02
Name Authorized Signer Title Date

Lease Agreement 5.01

RECEIVED JAN 1 1964

ADDITIONAL EQUIPMENT SCHEDULE

Order No 10325A Customer Name H/Hegance Telecom
Date 12/30/01 Customer No C3AH00
Sales Rep No C350m5 This schedule is part of an ☐ ☐
Sales Rep Name Longert ☐ IKON Office Solutions Product Order Agreement ☐ IOS Capital Lease Agreement

[illegible]

AUTHORIZATION

Customer Signature

Printed Name & Title

IKON Office Solutions

IOS Capital

Ken Chase Date 1/2/02
KEN CHASE - VPOF RIA/ ESTATE

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 above-named 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
Mary Jo Sallette, Syndication

Date 1-17-02

214-261-7100

Lease Agreement

Number 19152AIOSCapitalSM

Thank you for choosing IKON! This lease agreement (Lease) has been written in clear easy to understand language. Please take time to review the terms. When we use you or your we are referring to you our Customer. When we use IKON we are referring to IKON Office Solutions Inc. which is the equipment supplier and one of the largest distributors of office solutions in the world. When we use "we, us, our or IOS Capital" we are referring to IOS Capital Inc. the wholly owned captive finance subsidiary of IKON. Our principal corporate office is located at 1738 Bass Road, Macon, GA 31210.

CUSTOMER INFORMATION

Full Legal Name Allegiance Telecom
Customer Location Address 101 Federal St
Boston, MA 02110
City County State Zip

Customer Billing Contact

Loretta Farley
Phone 469-259-2268 (ext) 9201 N Central Exwy Fax
Customer Billing Address (if different) Dallas, TX 75231
City County State Zip

EQUIPMENT DESCRIPTION

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
<u>1</u>	<u>Canon 5000S</u>		

☐ Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Lease Term <u>36</u> (months)	Payment Due (check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Step (see attached)	Payment Without Sales Use and Property Tax <u>\$322.00</u>	Advance Payment \$ _____ (Tax Incl d) by Check # _____ <input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other _____
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ADDITIONAL PROVISIONS (if any) are

Sales Tax Exempt ☐ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P O #, etc) _____

Addendum(s) attached ☐ YES (check if yes and indicate total number of pages) _____

TERMS AND CONDITIONS

- Lease Agreement: You agree to lease from us the equipment (Equipment) listed above. **THIS LEASE IS UNCONDITIONAL AND NON CANCELABLE**. Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. **You also agree that the Equipment will be used solely for business purposes and not for personal family or household purposes and the "Customer Location" is a business address.** Our acceptance of this Agreement when given is indicated by our signature.
- Location of Equipment: You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment. (The terms and conditions set forth on the reverse side of this page are hereby incorporated herein by reference.)

AUTHORIZED SIGNER THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO

X Ken Close Date 12-13-01 Ken Close VP of Real Estate
(Authorized Signer Signature) (Authorized Signer's Printed Name) (Authorized Signer's Title)

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 any 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.

X _____ Date _____ Home Address _____
Guarantor Signature _____
City _____ State _____ Zip _____
Home Phone () _____ SSN _____
(Printed Name of Guarantor Do Not Include Title)

[Tear on perforation]

DELIVERY AND ACCEPTANCE With respect to Lease Agreement No _____ (Lease) between IOS Capital Inc. and _____ as customer (you) you hereby certify that each item of equipment described on such Lease Agreement has been delivered, installed and accepted and you agree that each such equipment is in good condition and satisfactory for all purposes of the Lease Agreement.

X _____ Date _____
Signature _____ Printed Name _____ Title _____

P.O. Box 9115, Macon, GA 31208-9115

800-800-1060

- 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 off 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, 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 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.
- 7 **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.
- 8 **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 liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are fully responsible 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 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 obligations 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.

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- 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 ARTICLE 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 MANUFACTURER, 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 value 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 (or disposing 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 enforce this Lease. This action will not void 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 insolvent, 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 responsible 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 AGREEMENT 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 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 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 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 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

Mary Hallitt Leasing Analyst 1-17-02
 Name Authorized Signer Title Date

Lease Agreement 5 01

IKON

1 W i l l y t i l 4

Order No 9132A Customer Name Allegiance Telecom
 Date 12/28/01 Customer No C32008
 Sales Rep No C390m5 This schedule is part of an ☐ IKON Office Solutions Product Order Agreement ☐ IOS Capital Lease Agreement
 Sales Rep Name Lonsert

[illegible]

Customer Signature

11
Ken Clor

Date 10205

Printed Name & Title

Ken Close - VP OF Real Estate

IKON Office Solutions

IOS Capital

B:11 As Wells Fargo

ASSIGNMENT WITHOUT RECOURSE

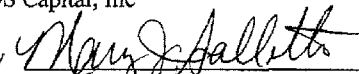
To Wells Fargo

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 above-named 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

1-17-02

RECEIVED DEC 2 8 2001

IOSCapitalSM

Lease Agreement

Number 19156A

Thank you for choosing IKON! This lease agreement (Lease) has been written in clear easy to understand language. Please take time to review the terms. When we use you or your we are referring to you, our Customer. When we use IKON, we are referring to IKON Office Solutions Inc, which is the equipment supplier and one of the largest distributors of office solutions in the world. When we use we us' our or IOS Capital, we are referring to IOS Capital Inc the wholly owned captive finance subsidiary of IKON. Our principal corporate office is located at 1738 Bass Road Macon, GA 31210.

CUSTOMER INFORMATION

Customer Billing Contact Loretta Farley
Allegiance Telecom
 Full Legal Name 505 Sansome St
 Customer Location Address San Francisco, CA 94111
 City County State Zip

Phone 409-259-2268 (ext) Fax
9201 N. Central Exwy
 Customer Billing Address (if different) Dallas, TX 75231
 City County State Zip

EQUIPMENT DESCRIPTION

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
<u>1</u>	<u>Canon 5000S</u>		

☐ Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Lease Term <u>36</u> (months)	Payment Due (check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Step (see attached)	Payment Without Sales Use and Property Tax <u>\$22.00</u>	Advance Payment \$ _____ (Tax Incl d) by Check # _____ <input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other _____
---	--	--	--

42455131

ADDITIONAL PROVISIONS (if any) are _____

Sales Tax Exempt ☐ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P O #, etc.) _____

Addendum(s) attached ☐ YES (check if yes and indicate total number of pages) _____

TERMS AND CONDITIONS

1. Lease Agreement: You agree to lease from us the equipment ("Equipment") listed above. **THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE.** Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. You also agree that the Equipment will be used solely for business purposes and not for personal, family or household purposes and the "Customer Location" is a business address. Our acceptance of this Agreement, when given, is indicated by our signature.
2. Location of Equipment: You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment. (The terms and conditions set forth on the reverse side of this page are hereby incorporated herein by reference.)

AUTHORIZED SIGNER THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO

X Ken Close Date 12/13/01 Ken Close V P R E
 (Authorized Signer Signature) (Authorized Signer's Printed Name) (Authorized Signer's Title)

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 any 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.

X _____ Date _____ Home Address _____
 Guarantor Signature
 City _____ State _____ Zip _____
 Home Phone () _____ SSN _____
 (Printed Name of Guarantor Do Not Include Title)

[Tear on perforation]

DELIVERY AND ACCEPTANCE With respect to Lease Agreement No _____ (Lease) between IOS Capital Inc and _____ as customer (you) you hereby certify that each item of equipment described on such Lease Agreement has been delivered, installed and accepted and you agree that each such equipment is in good condition and satisfactory for all purposes of the Lease Agreement.

X _____ Date _____
 Signature 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 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 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, 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 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.
- 7 **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.
- 8 **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 liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are fully responsible 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 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 obligations 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 ARTICLE 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 MANUFACTURER, 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 value 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 disposing of 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 enforce this Lease. This action will not void 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 insolvent, 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 responsible 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 AGREEMENT 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 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 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 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 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.

 *Mary J. Sallitto* *Leasing Analyst* *1-17-02*

Name

Authorized Signer

Title

Date

Lease Agreement 5.01

B:11 As Well Fargo

ASSIGNMENT WITHOUT RECOURSE

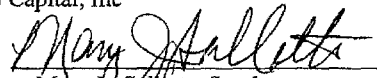
To Wells Fargo

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 above-named 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

1-17-02

Lease Agreement

Number

18979AIOS CapitalSM

Thank you for choosing IKON! This lease agreement ("Lease") has been written in clear easy to understand language. Please take time to review the terms. When we use you or your we are referring to you our Customer. When we use IKON we are referring to IKON Office Solutions Inc. which is the equipment supplier and one of the largest distributors of office solutions in the world. When we use we us our or "IOS Capital" we are referring to IOS Capital Inc. the wholly owned captive finance subsidiary of IKON. Our principal corporate office is located at 1738 Bass Road Macon, GA 31210

CUSTOMER INFORMATION

Full Legal Name Alliance TelecomCustomer Location Address 805 3rd aveCity New York County NY State 10032 ZipCustomer Billing Contact Loretta FarleyPhone 469-259-2268 (ext) FaxCustomer Billing Address (if different) 9201 N Central ExpresswayCity Dallas County TX State 75234 Zip

EQUIPMENT DESCRIPTION

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
<u>1</u>	<u>CANON 5000S</u>		

☐ Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Lease Term <u>36</u> (months)	Payment Due (check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Step (see attached)	Payment Without Sales Use, and Property Tax <u>\$322.00</u>	Advance Payment \$ _____ (Tax Incl d) by Check # _____ <input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other _____
---	--	--	--

ADDITIONAL PROVISIONS (if any) are

Sales Tax Exempt ☐ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P O # etc) _____

Addendum(s) attached ☐ YES (check if yes and indicate total number of pages) _____

TERMS AND CONDITIONS

1. Lease Agreement You agree to lease from us the equipment ("Equipment") listed above. **THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE** Effective as of delivery of the Equipment you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. You also agree that the Equipment will be used solely for business purposes and not for personal family or household purposes and the "Customer Location" is a business address. Our acceptance of this Agreement when given is indicated by our signature.
2. Location of Equipment You will keep the Equipment at the customer location specified above. You must obtain our written permission which will not be unreasonably withheld, to move the Equipment. With reasonable notice you will allow us or our designee to inspect the Equipment. (The terms and conditions set forth on the reverse side of this page are hereby incorporated herein by reference.)

AUTHORIZED SIGNER THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO

X [Signature] Date 12-13-01 Ken Close VP of Real Estate
(Authorized Signer Signature) (Authorized Signer's Printed Name) (Authorized Signer's Title)

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 any 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.

X _____ Date _____ Home Address _____
Guarantor Signature
City _____ State _____ Zip _____
Home Phone () _____ SSN - -
(Printed Name of Guarantor Do Not Include Title)

[Tear on perforation]

DELIVERY AND ACCEPTANCE With respect to Lease Agreement No _____ ("Lease") between IOS Capital Inc. and _____ as customer (you) you hereby certify that each item of equipment described on such Lease Agreement has been delivered installed and accepted and you agree that each such equipment is in good condition and satisfactory for all purposes of the Lease Agreement.

X _____ Date _____
Signature _____ Printed Name _____ Title _____

P.O. Box 9115, Macon, GA 31208-9115

800-800-1060

- 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 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, we will not file for 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.
- 7 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 these services. IKON and IOS Capital are not agents for each other.
- 8 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, in or under 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 responsible for any Claim or other damage, injury or loss caused by (or to) the Equipment or other property resulting from its 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 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 obligations 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.

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- 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 ARE IN DEFAULT, WE HAVE THE RIGHT TO EXERCISE ANY AND ALL LEGAL REMEDIES AVAILABLE TO US BY APPLICABLE LAWS, INCLUDING ARTICLE 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 MANUFACTURER, 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 the future payments due under the Lease present value 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 disposing of 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 enforce this Lease. This action will not void 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 insolvent, 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 responsible 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 AGREEMENT 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 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 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 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 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.

Mary J. Allitt *Leasing Analyst* *1-25-02*

Name

Authorized Signer

Title

Date

Lease Agreement 501

IKON

1 h 3 1 8 6 n 2 1 1 39

Order No 18019A Customer Name Allegiance Telecom
Date 12/28/01 Customer No C3AH91
Sales Rep No C35015 This schedule is part of an
Sales Rep Name Konsert ☐ IKON Office Solutions Product Order Agreement ☐ IOS Capital Lease Agreement

[illegible]

Customer Signature

Printed Name & Title

IKON Office Solutions

IOS Capital

Revised 4/01

B:11 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 above-named 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
Mary Jo Sallette, Syndication

Date 1-25-02