

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

PROOF OF CLAIM



s2054

In re
Allegiance Telecom of Florida, Inc

Case Number
03-13073

YOUR CLAIM IS SCHEDULED AS

\$128 35 UNSECURED
FILED

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

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

**U.S.B.C. SOUTHERN DISTRICT OF NEW YORK
ALLEGIANCE TELECOM, INC
03-13057 (RRD)**

Name of Creditor and Address
 03805888025297

PURE HEALTH SOLUTIONS
PO BOX 605
MOBERLY MO 65270-0605

Check box if you have never received any notices from the bankruptcy court in this case

Check box if this address differs from the address on the envelope sent to you by the court

714
The amounts reflected above constitute your claim as scheduled by the Debtor. If you agree with the amounts set forth herein and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.
If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed. If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

CREDITOR TAX I D #

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
39138

Check here replaces or amends a previously filed claim dated _____ if this claim

1 BASIS FOR CLAIM

- Goods sold
- Services performed
- Money loaned
- Personal injury/wrongful death
- Taxes
- Other (describe briefly)
LEASE
- Retiree benefits as defined in 11 U.S.C. § 1114(a)
- Wages, salaries, and compensation (Fill out below)

Your social security number _____
Unpaid compensation for services performed from _____ to _____ (date) (date)

REC'D OCT 17 2003

2 DATE DEBT WAS INCURRED **8/02**

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE
\$ _____ (unsecured) \$ **4,577.40** (secured) \$ _____ (unsecured priority) \$ **4,577.40** (total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges

5 SECURED CLAIM
 Check this box if your claim is secured by collateral (including a right of setoff)
Brief description of collateral
 Real Estate
 Motor Vehicle
 Other **Advanced Water**
Value of collateral \$ _____
Amount of arrearage and other charges at time case filed included in secured claim above if any \$ _____

6 UNSECURED PRIORITY CLAIM
 Check this box if you have an unsecured priority claim
Specify the priority of the claim
 Wages, salaries, or commissions (up to \$4,650*) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3)
 Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4)
 Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(6)
 Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7)
 Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8)
 Other. Specify applicable paragraph of 11 U.S.C. § 507(a) _____
* Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

8 SUPPORTING DOCUMENTS Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS if the documents are not available. Explain. If the documents are voluminous, attach a summary.

9 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4:00 p.m., October 1, 2003, Eastern Daylight Time.
BY MAIL TO: United States Bankruptcy Court, re Allegiance Telecom, Inc., et al, P.O. Box 95, Bowling Green Station, New York, NY 10274.
BY HAND OR OVERNIGHT DELIVERY TO: Clerk of the United States Bankruptcy Court, re Allegiance Telecom, Inc. et al, One Bowling Green, 6th Floor, New York, NY 10004-11408.

THIS SPACE FOR COURT USE ONLY
RECEIVED
OCT 14 2003

DATE SIGNED
10/8/03

SIGN and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)
Bridget Simms Bretchen Simmons, Litigation Specialist



Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 AND 3571

See Other Side For Instructions

Pure Health Solutions, Inc ("PHSI")
 120 E Lake Street, Suite 401
 Sandpoint, ID 83864

RENTAL AGREEMENT
 Rental Agreement Date 7/9/02

Ph 1-800-265-5167
 Fax: 1-208-265-8670

39138

Customer		Distributor	
Allegiance Telecom, Inc		AWS	
Name		Name	
Rob Kenny	(813) 554 1541	Clarence Nevils	(972) 606-2922
Contact	Phone Number	Contact	Phone Number
4300 W Cypress St Ste 800		2100 S Great SW Pkwy #403	
Address		Address	
Tampa, FL 33607		Grand Prairie, TX 75051	
City, State, Zip		City, State Zip	

Rental Term	Monthly Payment	Sales Tax (% <u>8.25</u>)	Total Payment
<u>60</u> mos	\$ <u>119.95</u>	+ \$ <u>9.90</u>	= \$ <u>129.85</u>

Equipment Schedule	
Item / Description	Serial #
<u>1-PW1</u>	<u>0222261221</u>

Special Provisions	Due with Order
	Total Mo Pmt <u>0</u>
	Advance Pmt + <u>0</u>
	Installation Fee (Including Sales Tax) + <u>N/A</u>
	Total Due with Order = <u>0</u>

Agreed and Accepted By

Customer [Signature] Title CUT Date 7/9/02

Distributor [Signature] Title Sen V.P Date 7/9/02

COPY

Customer acknowledges having read and understood all of the terms and provisions of this Rental Agreement, including the reverse side hereof, and agrees to be bound by all of the terms and provisions contained herein upon the execution of this Rental Agreement or earlier acceptance of the rented equipment This Rental Agreement may not be cancelled or terminated by Customer for any reason

TERMS AND CONDITIONS

1 Distributor Guarantees to the Customer

(a) Upgrade Guarantee At any time during the Agreement term, or any extension, thereof (the "Rental Period"), upon approval of additional credit, Customer may upgrade for the difference in price, plus any termination value, if applicable Customer must pay for removal, new installation and one month's billing from date of new installation

(b) Guarantee Fulfillment The customer must remain current on all rental payments before, during and after upgrades, repairs and modifications are made
2 Ownership of Equipment PHSI or its assignee is the sole owner and titleholder of the Equipment during the rental period DO NOT DECLARE THIS EQUIPMENT FOR PROPERTY TAX PURPOSES Customer agrees to keep the Equipment free and clear of all liens, and customer will pay any and all taxes, filing fees, interest and penalties relating to this Agreement or the Equipment

3 Complete Agreement Customer agrees that no promises or Agreements have been made by PHSI or anyone else which are not part of this Agreement and that any revisions to this Agreement must be signed by an authorized representative of PHSI and the customer

4 Authorized Signer The person(s) signing this Agreement on behalf of the customer or signing any Guaranty represents they have the authority to do so and that no information supplied by the customer is false

5 Liability and Insurance Customer is responsible for any losses or injuries caused by the equipment regardless of cause Customer further agrees to keep the equipment fully insured against such losses during the term of the Agreement or any extension thereof If PHSI or its assignee obtains any of the required insurance, Customer agrees to pay to PHSI or its assignee, on demand, the cost of that insurance

6 Location of Equipment Customer will keep the equipment at the location specified in the Agreement The Distributor or an authorized agent (for reasonable and customary charges) must perform any relocation of the Equipment

7 PHSI Interests Customer may not sell, transfer, encumber or assign the equipment or this Agreement without express prior written consent of PHSI or its assignee PHSI may sell, transfer, encumber or assign all or part of its interests in the equipment and/or this agreement to its assignee Any assignee of PHSI will have all of PHSI's rights under this Agreement but none of its obligations Customer agrees that an assignee has no responsibility for the selection or satisfactory performance of the equipment and customer will settle any claims, defenses and setoffs they may have directly with Distributor, PHSI or any other third party without affecting customer's obligations to pay rent without offset or abatement to assignee

8 Renewal/Price Protection After the initial rental term (or extension previously agreed to), this Agreement will renew for an additional 12 months at the same monthly rate unless customer notifies PHSI or its assignee in writing 90 days prior to the expiration of the initial term or extension that Customer does not intend to renew this Agreement and will return the Equipment

9 Agreement Inception and Payment Requirements This Agreement may not be cancelled or terminated for any reason Monthly rentals begin on the delivery and acceptance date and continue on the same day of each month thereafter If payment is not made within 15 days of when due, a late charge equal to 15% of the late payment or \$20, whichever is greater, will be charged for each late payment Customer's obligation extends through the term of the rental agreement and cannot be cancelled

10 Payment Due Dates PHSI (or its successors or assigns) will establish the due date for the monthly (or other periodic) payments due under this Rental Agreement. PHSI (or its successors or assigns) will also establish the due date for the first regular payment due under this Rental Agreement, provided, however, that such date will not be greater than 30 days from the date on which the Equipment was delivered to you

11 Installation, Maintenance and Care Distributor, or its authorized agent, agrees to install the equipment in accordance with manufacturer's specifications Customer agrees to use and maintain the equipment in accordance with the manufacturer's specifications, and use only those products supplied or approved by the manufacturer Customer will also make the equipment available and accessible to the Distributor or its authorized agent for maintenance

12 Power Of Attorney for UCC Filings Customer hereby appoints PHSI (and its successors and assigns) as Customer's attorney-in-fact and grants PHSI (and its successors and assigns) and its agents power of attorney in Customer's name to sign and file at Customer's expense any Uniform Commercial Code financing statements deemed necessary or desirable by PHSI (or its successors and assigns) to protect its interests in the Equipment

13 Default If Customer does not pay any amount when due, or breaches any other term of the Agreement, PHSI or its assignee, may deem Customer in default of the Agreement, and PHSI or its assignee retains the right to exercise any and all legal remedies available by applicable laws, including, but not limited to, repossession of the equipment, termination of maintenance agreements, acceleration of the remaining balance due under this contract, reimbursement of reasonable attorney fees associated with any action, repossession, or disposal of the equipment If any part of the Agreement is found to be invalid, then it shall not invalidate any of the other parts, and the Agreement shall be modified as permitted by law

14 Business Agreement Customer agrees that this Agreement is for business purposes and will be governed by the laws of the state in which PHSI (or its successors or assigns) is headquartered Customer further agrees that should any legal action, suit, or proceeding be initiated by any party to this Agreement with regard to or arising out of this Rental Agreement, or the Equipment covered hereby, such action shall be brought only in the courts of the state in which PHSI (or its successors or assigns) is headquartered, and all parties consent to the jurisdiction of such courts as to all such actions

15 Other Rights Customer agrees that PHSI's or its assignee's, failure to exercise any of their rights does not prevent them from exercising them at a later date

Guaranty In consideration of Customer entering into this Rental Agreement, the undersigned (Guarantor(s)), jointly and severally, unconditionally and absolutely and irrevocably guarantees and promises to pay PHSI, or its assignee, all indebtedness and/or perform all obligations of customer owing to PHSI, or its assignee, under the Rental Agreement (such indebtedness and obligations shall hereafter collectively be called "Obligations"), and all extensions and renewals of the Obligations, and agree to pay all costs and reasonable attorneys fees paid by PHSI, or its assignee in collection the Obligations and/or for enforcing the Guaranty The undersigned's liability under this Guaranty shall in no way be affected or diminished by reason of (a) any renewal or modification of the Rental Agreement, (b) the acceptance by PHSI, or its assignee, of partial payments under the Rental Agreement, (c) any extension of time which may be granted by PHSI, or its assignee, to customer, (d) any settlement, release, by operation of law or otherwise compromise, collection or liquidation of any Obligations and/or the Equipment, or (e) by PHSI's, or its assignee, failure or delay to perfect, or to continue the perfection of any security interest of any equipment or any other property or security which secures any Obligations of Customer, PHSI, or its assignee, may upon Customer's default, proceed directly, without notice, against the undersigned jointly or severally to recover the amount guaranteed, or any portion thereof, without first proceeding against Customer or anyone else or in any way resorting to any security

GUARANTOR _____
Home Address _____
Home Phone _____ SSN _____
Signature _____

GUARANTOR _____
Home Address _____
Home Phone _____ SSN _____
Signature _____

COPY