

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM



s2203

In re
Allegiance Telecom of Michigan, Inc

Case Number
03-13079

YOUR CLAIM IS SCHEDULED AS

\$359 ~~UN~~ SECURED

**U S B C SOUTHERN DISTRICT OF NEW YORK
ALLEGIANTELECOM, INC**

03-13057 (RRD)

1344

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. §

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

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

The amounts and nature of your claim 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 properly filed a proof of claim with the Bankruptcy Court, you do not need to file again

Name of Creditor and Address

**WESTERN UNION FINANCIAL SERVICES 208
20 CORPORATE HILLS DR
ST CHARLES MO 63301
ATTN CHRIS WITTE**

Creditor Telephone Number () **636-916-8508**

CREDITOR TAX ID #

222993074

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

ADA090774

Check here replace or amends

a previously filed claim dated _____

1 BASIS FOR CLAIM

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

FUNDS RECIEVED IN ERROR Unpaid compensation for services performed from _____ to _____ (date) (date)

2 DATE DEBT WAS INCURRED

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED

\$ _____ \$ _____ \$ **1,060 96** \$ _____ (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 _____

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.

REC'D NOV 19 2003

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 document 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 5 00 p m November 26 2003 Prevailing Eastern Time

BY MAIL United States Bankruptcy Court
TO Southern District of New York
Allegiance Claims Docketing Center
Bowling Green Station P O Box 95
New York NY 10074 0005

BY HAND OR OVERNIGHT DELIVERY TO United States Bankruptcy Court
Southern District of New York
Allegiance Claims Docketing Center
One Bowling Green Room 534
New York NY 10004 1408

THIS SPACE FOR COURT



01388

DATE SIGNED

10/31/03

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)

Chris Witte **Chris Witte, Manager**

NOV 2003

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

**CLAIMS PROCESSING CENTER
USBC SDNY**



WESTERN UNION QUICK COLLECT® SERVICE APPLICATION

This information will be used to set up your *Quick Collect* Account. All information in this Application may be verified by Western Union Financial Services, Inc. Client may cancel this Application at any time prior to equipment installation or start of service date. Please type or print neatly.

1 Client's Name Allegiance Telecomm Inc Contact Diane Shelton
 Your Name Diane Shelton Title Collection Manager

2 Address 1950 Stemmons Expwy Floor Suite 3026
 City Dallas State TX Zip 75207

3 Telephone (214) 261-7782 Fax (214) 261-8111 4 SIC Code _____

5 Type of Industry (check one) 6 Number of collectors at this location 20
 Credit Card Issuing Bank
 Finance Company
 Government
 Mortgage Company
 Collection Agency
 Other

7 Client's Bank Bank of America
 Address 901 Main Street
Dallas TX
 Account No 4770508572
 Client Tax ID No 15-2721491

8 Client's expected monthly *Quick Collect* transaction volume 100-499 500-999 1,000 plus

9 Number of payments received by overnight delivery service each month 40 (*Quick Collect* normally displaces this type of service)

10 During a 90-day trial period, Western Union will provide Client with a checkwriter system free of charge. For a checkwriter system thereafter, Client hereby elects the option indicated below.

Client will purchase a checkwriter system from Western Union and pay a one time charge of \$ _____

Client will have a right to access a checkwriter system provided by Western Union and pay \$ 50 per month. Upon termination, Client will return this checkwriter system to Western Union in good operating condition. If Client fails to make any payment for more than 30 days after its due date, Client will return the checkwriter system to Western Union upon request.

Client will make other arrangements for a checkwriter system meeting Western Union's specifications. Telephone line number to be used with printer (if known) (_____)

By signing this Application, Client agrees to the provisions herein and to the Terms and Conditions attached hereto.

Allegiance Telecom Client Name WESTERN UNION FINANCIAL SERVICES, INC

By [Signature] By [Signature]
 (Signature Required)

Title Dir Director Billing & Accounts Title Major Account Exe

Date 5/22/00 Date 5/31/00

Note For provision of the *Quick Collect* service, Western Union requires current Client financial information. Please send us your most recent Annual Report with this Application or complete and return the Western Union Credit Application. Client agrees to provide to Western Union financial statements or similar financial information from time to time upon request.

For Internal Use _____ Account No _____ Install Date _____

TERMS AND CONDITIONS

Client and Western Union Financial Services Inc agree as follows

1 Western Union agrees to receive payments from Customers of Client Client will instruct Customers to provide Western Union with (a) the account number to which the payment is to be credited and (b) cash equal to the amount to be paid on the debt plus Western Union's standard fee as provided in the current pricing schedule

2 Western Union will transmit *Quick Collect* payments electronically to a checkwriter system located on Client's premises The system will consist of a printer and a modem which meet Western Union's specifications, coupled with a standard "voice grade" dedicated telephone line equipped with an RJ-11C jack

3 If Client obtains the checkwriter system from Western Union Client will make all payments therefor within 30 days of invoicing and will be responsible to replace the system in the event of a casualty loss and to return the system to Western Union upon termination of this Agreement The manufacturers' warranties are the sole and exclusive warranties which will apply Client agrees that Western Union makes no warranty express or implied of merchantability of fitness for any particular purpose or of any other type or kind whatever Western Union's liability for any and all damages of every nature and kind in any way arising out of or resulting from the sale or lease of the checkwriter system shall not exceed the purchase price or sum of lease payments paid therefor by Client In no event shall Western Union be liable for any indirect incidental special or consequential damages

4 Western Union will provide Client with *Quick Collect* checks to be processed through the system Each *Quick Collect* check will give the name and account number furnished by the Customer Western Union shall provide training of personnel in the processing and handling of *Quick Collect* transactions Client and Western Union shall work together to develop an appropriate training program

5 Western Union shall be responsible for responding to and resolving inquiries and complaints from Customers arising out of Western Union's *Quick Collect* service Client will cooperate with Western Union in resolving such inquiries and complaints and will be responsible for resolving any inquiries or complaints other than those caused by Western Union or arising out of the *Quick Collect* service

6 Western Union agrees to keep the names and addresses of Customers confidential and to make no disclosure thereof to any third party except as required by law

7 Client agrees that it shall not either directly or indirectly disclose disseminate or otherwise make available to any third party any information concerning the terms of this *Quick Collect* Agreement, any related policies procedures systems or processes of Western Union any information concerning Western Union's *Quick Collect* agent network or any information regarding the Client's transaction volume except as required by law

8 Client agrees that during the full term of this Agreement Western Union shall be Client's sole and exclusive provider of the types of services provided or contemplated hereunder

9 Client shall comply (and shall cause its employees agents and subcontractors to comply) with all laws orders, rules and regulations applicable to Client's business including but not limited to the Fair Debt Collection Practices Act Client agrees to indemnify Western Union and hold it harmless from any and all claims losses damages liabilities or expenses (including attorney's fees) of every nature and kind incurred as a result of Client's failure or alleged failure to comply with applicable laws orders rules and regulations Any act or omission in breach of any such law order rule or regulation shall constitute a material breach of this Agreement

10 Client will indemnify Western Union from any loss relating to *Quick Collect* checks coming into Client's possession regardless of the presence or absence of negligence or criminal conduct to a maximum limit per check equal to the maximum amount stated thereon Western Union's sole responsibility for damages for error delay or nonpayment whether or not caused by negligence (apart from Western Union's responsibility to assure payment of the principal amount accepted from Customer) shall be limited to a refund of the service fee paid in connection with the affected transaction and Western Union shall have no liability therefor to Client Under no circumstances will Western Union be liable to Client or Customers for indirect incidental special or consequential damages, whether or not either party knew or had reason to know that they might be incurred

11 In case of any overpayment by Western Union to Client for any reason Client agrees to promptly upon request refund the overpayment to Western Union Client also agrees to promptly upon request reimburse Western Union for any duplicate payments any payments refunded to Customers by Western Union or any incorrect payments Client may cancel or refuse a *Quick Collect* payment received from one of its Customers only by complying with the following conditions Client must (A) notify Western Union by telephone no later than the next business day following Client's receipt of the payment of its desire to cancel or refuse the payment (B) follow Western Union's instructions with respect to the disposition of the *Quick Collect* check and (C) pay Western Union's standard cancellation service charge in effect at the time If Client meets these conditions Western Union will arrange for the cancellation of the transaction and will refund the principal amount to Customer If Client fails to meet these conditions Client will deposit the *Quick Collect* check into Client's account and make any refund arrangements separately with Customer

12 The initial term (Initial Term) of this Agreement shall continue for a period of one (1) year from the start of service date Unless terminated at the end of the Initial Term or any renewal term by written notice given at least ninety (90) days prior thereto by either party to the other this Agreement shall automatically renew for successive additional one (1) year renewal terms

13 It is expressly agreed that the parties hereto are acting hereunder as independent contractors and not as joint venturers partners employer-employee principal-agent or other similar business arrangement This Agreement shall not be construed as authority for either party to act for the other party in any agency or other similar capacity

14 This Agreement together with any Addenda attached hereto represents the entire agreement of the parties with respect to the subject matter hereof and may be modified only in writing signed by duly authorized representatives of the parties to be bound thereby This Agreement is made under and shall be construed in accordance with the laws of the State of New York Client may not assign or otherwise transfer its rights and obligations pursuant to this Agreement without Western Union's prior written consent

Client Signature Required *Frank Shelton*
Collections Manager



ADDENDUM TO QUICK COLLECT AGREEMENT -WESTERN UNION AGENT DIRECTORY

Agreement between Western Union Commercial Services, Inc ("Western Union") and

("Client") Allegiance Telecom Inc is hereby agreed as follows

- 1 Western Union will supply to Client a computer disk of Western Union Agent locations and which Western Union may modify from time to time, to be utilized by Client on-line referring customers of Client to Western Union Agent locations in connection with Client's Quick Collect agreement with Western Union Client agrees to incorporate into its software, search and display criteria as defined in the Western Union functional specification which will be provided to Client
- 2 Client agrees that the Agent Directory is proprietary and confidential business information of Western Union Client agrees to hold the Agent Directory in strict confidence and not disclose it to any third parties and will utilize it only in connection with Client's Quick Collect agreement with Western Union
- 3 Client will incorporate any modifications to the Agent Directory provided by Western Union as soon as reasonably practicable after receipt by Client Client will promptly delete from the Agent Directory locations that Western Union has advised Client are no longer Western Union Agents and will not refer customers of Client to those locations
- 4 In the event that the Quick Collect Agreement between Client and Western Union is terminated or upon the written request of Western Union, Client agrees to promptly return the Agent Directory to Western Union (including all copies) and delete the Agent Directory from any computer memory on which it is stored

WESTERN UNION COMMERCIAL SERVICES, INC

CLIENT

By Adilene B. Jativa
 Title Mapu Account Exe.
 Date 5/31/00

By [Signature]
 Signature Required
 Title SE Director Billing & Accounts
 Date _____
 Acct # _____

****QUICK COLLECT INVOICE****

Western Union Financial Services Inc
P O Box 1758
Englewood CO 80150 1758
(636) 916 8500

Invoice Date May 19, 2003

WU Account Number ADA090774

Allegiance Telecom Inc
Attn Angie Spiropoulos
Fax 469-461-6208

Invoice Number 3051695

Sender's Name Soo H Ahm

Amount Due: \$359 45

Account Number 002316472367

Due Date: June 18, 2003

MTCN 6731827320

Transaction Date August 14, 2002

Explanation

On August 14, 2002, **Soo H Ahm** sent a Quick Collect Payment for **\$359 95** to your company

In error, this payment was originally input for \$359 45 on MTCN 6731827320 To correct the error, a second payment was input for \$359 95 on MTCN 6738163935 Your company received both payments, resulting in a total payment of \$719 40

Please review the following supporting documentation and remit payment of **\$359 45**, made payable to Western Union Financial Services, Inc to

Western Union Financial Services, Inc
P O Box 1758
Englewood, CO 80150-1758
(636) 916-8500

Be sure to reference our **Invoice number 3051695** on your payment to ensure proper credit

Should you have any questions, you may contact me at 888-985-7626 Ext 8512 Your attention to this matter is greatly appreciated

Sincerely,

Denise Gooch,
Senior Accounting Associate

If you would like us to debit your bank account for this payment, please sign and return this letter to the above remittance address or fax to 636-916-8589 as authorization

Bank Name _____
Bank Account Number _____
FRABA _____
Authorized Signature _____

INVOICE

Invoice # 147129

ADA090774

08/25/2003

Western Union Financial Services, Inc
P O Box 1758
Englewood, CO 80150-1758

**Invoice for Quick Collect
Duplicate Payment**

MTCN 2830812580
Amount Due \$190 00
Sender's Name MICHAEL MCCABE
Sender's Acct # 002547417428

Date of Transaction 04/22/2003
Paid on Check # 76061884
Deposit Date 04/24/2003

ALLEGIANCE TELECOM INC
ATTN ANGIE SPIROPOULOS
FAX 469-461-6208
DALLAS, TX 75247

Date of Transaction 04/22/2003
Paid on Check # 76061882
Deposit Date 04/23/2003

All invoices are due and payable upon receipt

Return this copy with remittance

ADA090774

08/25/2003

ALLEGIANCE TELECOM INC
ATTN ANGIE SPIROPOULOS
FAX 469-461-6208
DALLAS, TX 75247

Reference Invoice # 147129

Amount Due \$190 00

Western Union Financial Services, Inc
P O Box 1758
Englewood, CO 80150-1758

**For inquiries Call (888) 985-7626 ext 8512
Make check payable to Western Union**

WESTERN UNION MONEY TRANSFER
The fastest way to send money worldwide™

Agent

13

ALLEGIANCE TELECOM INC
 0101 W CENTRAL EXPY
 DALLAS
 TX 75201 AUG 03 2003

TX

76061882

82-40
 1021

WHEN COUNTERSIGNED AT
 POINT OF ISSUE PAY TO ORDER OF ALLEGIANCE TELECOM INC

Processed as 190.00
 Yvonne Alejandro

Not Good For
 More Than \$2,000
 VOID IF ALTERED OR ERASED

Wells Fargo Bank, Grand Junction
 Downtown, N.A. Grand Junction, Colorado

Countersigned

Western Union Financial Services Inc
 ISSUER

By Kimberly S. Patmore
 Kimberly S. Patmore, Chief Financial Officer

⑆102100400⑆ 35360760618827⑆

⑆000019000⑆

PHOTO OR DESCRIPTIVE IDENTIFICATION (DRIVER'S LICENSE, MILITARY ID, PASSPORT, ETC.)	
STATE	NUMBER
PAYEE HOME ADDRESS	
STREET ADDRESS	
CITY, STATE & ZIP CODE	
(AREA CODE) PHONE NUMBER	

WESTERN UNION
 MONEY TRANSFER
 RECEIVED

PAYEE'S ENDORSEMENT

WESTERN MONEY UNION TRANSFER
The fastest way to send money worldwide™

Agent

ALLEGIANCE TELECOM INC
9101 W CENTRAL EXPY
CALL'S
V TO SERVE AUG 03 2003 TX

39

76061884

82-40
1021

WHEN COUNTERSIGNED AT
POINT OF ISSUE PAY TO ORDER OF ALLEGIANCE TELECOM INC

Processed as 190.00 ym
X Alejandro

Not Good For
More Than \$2,000
VOID IF ALTERED OR ERASED

Wells Fargo Bank Grand Junction
Downtown, N.A. Grand Junction, Colorado

Western Union Financial Services Inc
ISSUER
By Kimberly S Patmore
Kimberly S Patmore Chief Financial Officer

⑆102100400⑆ 35360760618845⑆ ⑈0000019000⑈

PHOTO OR DESCRIPTIVE IDENTIFICATION (DRIVER'S LICENSE MILITARY ID PASSPORT)	
STATE	NUMBER
PAYEE HOME ADDRESS	
STREET ADDRESS	
CITY STATE & ZIP CODE	
AREA CODE PHONE NUMBER	

IPS
ENTRY SOURCE
04242003
BANK OF AMERICA
11/03/03
04/24/03

PAYEE'S ENDORSEMENT

INVOICE

Invoice # 148060

ADA090774

08/25/2003

Western Union Financial Services, Inc
P O Box 1758
Englewood, CO 80150-1758

**Invoice for Quick Collect
Duplicate Payment**

MTCN 8812727524
Amount Due \$516 51
Sender's Name FELIX RONDA
Sender's Acct # 002032522238

Date of Transaction 05/09/2003
Paid on Check # 76062056
Deposit Date 05/12/2003

ALLEGIANCE TELECOM INC
ATTN ANGIE SPIROPOULOS
FAX 469-461-6208
DALLAS, TX 75247

Date of Transaction 05/09/2003
Paid on Check # 76062057
Deposit Date 05/12/2003

All invoices are due and payable upon receipt

Return this copy with remittance

ADA090774

08/25/2003

ALLEGIANCE TELECOM INC
ATTN ANGIE SPIROPOULOS
FAX 469-461-6208
DALLAS, TX 75247

Reference Invoice # 148060

Amount Due \$516 51

Western Union Financial Services, Inc
P O Box 1758
Englewood, CO 80150-1758

**For inquiries Call (888) 985-7626 ext 8512
Make check payable to Western Union**



Agent

ALLEGIANCE TELECOM INC
9101 W CENTRAL EXPY
DALLAS TX
VOID AFTER AUG 03 2003

TX

76062056

82-40
1021

ORIGIN: ESSEX MD

ISSUE DATE: MAY 09/2003 10 47 EST
MTCN# 881 272 7524

THE SUM OF 516.51
WHEN COUNTERSIGNED AT
POINT OF ISSUE PAY TO ORDER OF: ALLEGIANCE TELECOM INC

\$516.51

Not Good For
More Than \$2 000
VOID IF ALTERED OR ERASED

ACCOUNT NO.: 002032522238

SENDER NAME: FELIX RONDA
Wells Fargo Bank Grand Junction
Downtown, N.A. Grand Junction, Colorado

Countersigned

Western Union Financial Services Inc
ISSUER

By *Kimberly S Patmore*
Kimberly S Patmore, Chief Financial Officer

⑆102100400⑆ 35360760620564⑆ ⑆0000051651⑆

PHOTO OR DESCRIPTIVE IDENTIFICATION (DRIVER'S LICENSE, MILITARY ID PASSPORT ETC.)	
STATE	NUMBER
PANEE HOME ADDRESS	
STREET ADDRESS	
CITY STATE & ZIP CODE	
AREA CODE PHONE NUMBER	

CP POWER 1101
MAY 09 2003
10 47 EST
MTCN# 881 272 7524

For Deposit Only Allegiance Telecom Inc
WESTERN UNION
MAY 09 2003
10 47 EST
MTCN# 881 272 7524



Agent

ALLEGIANCE TELECOM INC
9101 N CENTRAL EXPY
DALLAS TX
VOID AFTER AUG 09 2003

TX

76062057

82-40
1021

ORIGIN: ESSEX MD

ISSUE DATE: MAY 09/2003 10:47 EST
MTCN# 081 272 7524

THE SUM OF: 516.51
WHEN COUNTERSIGNED AT
POINT OF ISSUE PAY TO ORDER OF: ALLEGIANCE TELECOM INC

\$516.51

ACCOUNT NO.: 002032522238

SENDER NAME: FELIX RONDA
Wells Fargo Bank Grand Junction
Downtown, N.A., Grand Junction, Colorado

Countersigned

Western Union Financial Services Inc.
ISSUER

By *Kimberly S. Palmore*
Kimberly S Palmore Chief Financial Officer

Not Good For
More Than \$2,000
VOID IF ALTERED OR ERASED

⑆102100400⑆ 35360760620573⑆ ⑈000005165⑈

STATE		NUMBER
PAYEE HOME ADDRESS:		
STREET ADDRESS		
CITY STATE & ZIP CODE		
(AREA CODE) PHONE NUMBER		

PHOTO OR DESCRIPTIVE IDENTIFICATION
(DRIVER'S LICENSE, MILITARY ID, PASSPORT, ETC.)

WESTERN UNION
TELECOM INC
DALLAS TX
MAY 09 2003
10:47 EST

For Deposit Only Allegiance Telecom Inc
WESTERN UNION
TELECOM INC
DALLAS TX
MAY 09 2003
10:47 EST

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re	X	
ALLEGIANCE TELECOM, INC , et al ,		Chapter 11 Case No 03-13057 (RDD)
Debtors		Jointly Administered
	X	

NOTICE OF CORRECTED PROOF OF CLAIM FORM

PLEASE TAKE NOTICE THAT, RECENTLY, YOU SHOULD HAVE RECEIVED A "NOTICE OF BAR DATE," DATED SEPTEMBER 30, 2003, REQUIRING FILING OF PROOFS OF CLAIM ON OR BEFORE **NOVEMBER 26, 2003 AT 5 00 P M (PREVAILING EASTERN TIME)** TOGETHER WITH A PROOF OF CLAIM FORM FOR YOUR USE IN FILING A CLAIM IN THE ABOVE CAPTIONED CHAPTER 11 CASES THE PROOF OF CLAIM FORM HAD TYPOGRAPHICAL ERRORS INCLUDING THE INCORRECT DATE OF OCTOBER 1, 2003 AS THE DEADLINE TO FILE CLAIMS

ENCLOSED IS THE CORRECT PROOF OF CLAIM YOU SHOULD USE FOR FILING A CLAIM IN THE ABOVE CAPTIONED CHAPTER 11 CASES IN ACCORDANCE WITH THE NOTICE OF BAR DATE

IF YOU HAVE ALREADY FILED A PROOF OF CLAIM FORM USING THE INCORRECT FORM AND THIS PROOF OF CLAIM WAS SENT TO ONE OF THE ADDRESSES LISTED BELOW, YOU DO NOT NEED TO FILE THE SAME PROOF OF CLAIM ON THE CORRECT FORM WHICH IS ENCLOSED HEREWITH IF YOU HAVE NOT, PLEASE USE THE ENCLOSED PROOF OF CLAIM FORM

THE NOTICE OF BAR DATE YOU RECEIVED WHICH ACCOMPANIED THE INCORRECT PROOF OF CLAIM FORM IS ACCURATE IN REQUIRING THAT PROOFS OF CLAIM MUST BE FILED ON OR BEFORE **NOVEMBER 26, 2003 AT 5 00 P M (PREVAILING EASTERN TIME)**

PROOFS OF CLAIM SHOULD BE SENT BY MAIL OR HAND DELIVERED SO THAT THEY ARE RECEIVED ON OR BEFORE **NOVEMBER 26, 2003, AT 5 00 P M , PREVAILING EASTERN TIME, AS FOLLOWS**

BY MAIL TO

United States Bankruptcy Court
Southern District of New York
Allegiance Claims Docketing Center
Bowling Green Station, P O Box 95
New York, NY 10274-0095

BY HAND OR OVERNIGHT DELIVERY TO

United States Bankruptcy Court
Southern District of New York
Allegiance Claims Docketing Center
One Bowling Green, Room 534
New York, NY 10004-1408

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, THE FILING OF PROOFS OF CLAIM OR REQUIRE A COPY OF THE NOTICE OF BAR DATE, PLEASE CONTACT THE ALLEGIANCE CLAIMS DOCKETING CENTER, BY CALLING BANKRUPTCY MANAGEMENT CORPORATION, THE DEBTORS' CLAIMS AGENT, AT 1-888-909-0100

ALLEGIANCE TELECOM, INC , ET AL