

<b>UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK</b>	<b>PROOF OF CLAIM</b>
In re Allegiance Telecom of Florida, Inc	Case Number 03-13073



**FILED**  
**U.S. BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK**  
**ALLEGIANTELECOM, INC**  
**03-13073 (RRD)**  
**1403**

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 and Address**

03805890072145

WPC TELECOM INC-REMIT  
4941 HWY 90 E  
MARIANNA FL 32448

Creditor Telephone Number 813 901 9728 X23

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

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

If you have already properly filed a proof of claim with the Bankruptcy Court, you do not need to file again.

CREDITOR TAX ID # 593685472	ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> or <input type="checkbox"/> amends a previously filed claim dated _____
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**1 BASIS FOR CLAIM**

<input type="checkbox"/> Goods sold	<input type="checkbox"/> Personal injury/wrongful death	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a)
<input checked="" type="checkbox"/> Services performed	<input type="checkbox"/> Taxes	<input type="checkbox"/> Wages, salaries, and compensation (Fill out below)
<input type="checkbox"/> Money loaned	<input type="checkbox"/> Other (describe briefly below)	Your social security number _____

Unpaid compensation for services performed from \_\_\_\_\_ to \_\_\_\_\_ (date) (date)

<b>2 DATE DEBT WAS INCURRED</b>	<b>3 IF COURT JUDGMENT, DATE OBTAINED</b>
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**4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED** \$ 1,300.00 (unsecured) \$ \_\_\_\_\_ (secured) \$ \_\_\_\_\_ (unsecured priority) \$ \_\_\_\_\_ (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 for the 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 5:00 p.m. November 26, 2003, Prevailing Eastern Time.

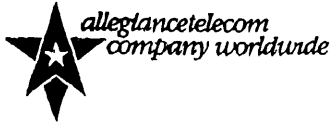
<b>BY MAIL TO</b>	United States Bankruptcy Court Southern District of New York Allegiance Claims Docketing Center Bowling Green Station P.O. Box 95 New York, NY 10274-0095	<b>BY HAND OR OVERNIGHT DELIVERY TO</b>	United States Bankruptcy Court Southern District of New York Allegiance Claims Docketing Center One Bowling Green, Room 534 New York, NY 10004-1408
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**THIS SPACE FOR COURT USE ONLY**

DATE SIGNED: 11/7/03

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):  
Cash, CEO





# PURCHASE ORDER

Date 4/17/2003  
 Time 15 07 56  
 Page - 1

Order Number 72203 000 OP

**Shipped From**

WPC Telecom, Inc  
 6011 Benjamin Road, Suite 101A  
 Tampa FL 33634

**FAXED**  
 APR 17 2003

**Ship To**

Allegiance of MIAMI - SWITCH  
 8790 NW 18th Terrace 1st Floor  
 Miami FL 33172

Branch/Plant 20012715

All shipments must ship 3rd party collect through Pegasus at 877-274-4764

Approved By *Christine Koenig*

**REMIT TO ALLEGIANCE TELECOM**

Ordered 4/15/2003	Freight		9201 North Central Expressway
Requested	Order Taken By	T MISENHE	Dallas, TX 75231
Delivery			PH (214) 261-7100 FX (469) 259 9133

Line	Rev	Description / Supplier Item	Ordered	UOM	Unit Price	PU	Extended Price	Request	Order No	Ty	*Origin
						UM		Date			
1	000	0 EWR - 869 MIAMI, OLETA	1	EA	0000	EA					
		MISC									
		COLO GROWTH									
2	000	0 FACILITY AUGMENT	1	EA	1 300 0000	EA	1,300 00				
		MISC									
		INSTALL									
Total Order								1 300 00			
Sales Tax								Total Order			
Term	Net 30 Days	Tax Rate	*NA*				00				1 300 00

Please call 469-259-2257 with any questions concerning this Purchase Order

## ALLEGIANCE TELECOM COMPANY WORLDWIDE GENERAL PROVISIONS FOR PURCHASE

**THIS ALLEGIANCE TELECOM COMPANY WORLDWIDE (ALLEGIANCE) PURCHASE ORDER (ORDER) IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREAFTER. SELLER AGREES TO FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THIS PURCHASE SET FORTH ON BOTH THE FRONT AND REVERSE SIDE OF THIS ORDER. ALLEGIANCE'S ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF THIS ORDER AND NONE OF SELLER'S TERMS AND CONDITIONS SHALL APPLY IN ACKNOWLEDGING THIS ORDER OR IN THE ACCEPTANCE OF THIS ORDER BY ALLEGIANCE OF THE GOODS SERVICES OR WORK DELIVERED UNDER THIS ORDER SHALL NOT CONSTITUTE AN AGREEMENT OR CONSENT TO ANY OF SELLER'S TERMS OR CONDITIONS. SHIPMENT OR PERFORMANCE OF SERVICES BY SELLER SHALL BE DEEMED ACCEPTANCE OF THE TERMS AND CONDITIONS HEREOF. SELLER MAY NOT SHIP OR PERFORM SERVICES UNDER RESERVATION WHATSOEVER.**

### 1 PAYMENT TERMS BILLING ADDRESS

The following terms with respect to payment are applicable to this Order. Net Invoices will be paid within 30 days of the date of Seller's invoice. If Seller offers discounted payment terms, Allegance, at its discretion, may pay Seller's Invoices according to the terms offered and receive the offered discount. Payment in accordance with the foregoing terms is based upon receipt by Allegance of the goods or services on or prior to the invoice date and receipt of Seller's invoice within 2 days of its date. Otherwise, the payment due date will be measured from the receipt of the goods or services on the invoice, as applicable. Invoices must be impinged where applicable, including the Purchase Order and Seller's Tax Identification Numbers, corresponding to the address where payment should be made and payment shall be sent to such address. The billing address for Allegance is Allegance Telecom Attn: Accounts Payable 9201 Central Expressway Bldg B 5 Dallas TX 75231

### 2. CONDITIONS OF ACCEPTANCE OF GOODS AND SERVICES

Final acceptance of any goods, materials or services by Allegance shall not be effective until: (1) arrival at the location designated in this Order; (2) Allegance has had a reasonable amount of time to inspect such goods or services; and (3) the complete satisfaction of all conditions set forth in this Order. Allegance reserves the full right to inspect all goods and services in any manner deemed appropriate by Allegance. The initial inspection performed by Allegance on receipt of goods or materials is a conditional acceptance and shall not waive the right of Allegance to return goods or materials to Seller which exhibit or develop defects due to latent causes during or after installation or testing of the end product. Allegance's sole option on any articles, goods, services or materials not accepted by Allegance may either be returned to Seller at Seller's expense for replacement or for full credit against the purchase price. All articles and material returned to Seller for breach of warranty (warranty shall be at Seller's expense, including costs, expenses or penalties incurred by Allegance in recalling such articles and materials which have been delivered to Allegance) may be made without Allegance's prior approval. Seller will make process control data inspection and test reports covering the articles or goods and their parts available for review and subject to examination by Allegance or its authorized representatives to verify conformance to such applicable specifications and drawings. However, a certificate of conformance must accompany individual shipments when so specified on applicable drawings or on a form of this Order. Seller shall preserve all special drawings, dies, patterns, tooling or other items supplied or paid for by Allegance in good condition and they are the property of Allegance unless otherwise specified, and the same such items shall be returned in good condition when the work on the order has been completed or terminated or at any other time as requested by Allegance. No special drawing, die, pattern, tool or other item supplied by Allegance or made by Seller for the benefit of the Order shall be used by Seller for any purpose other than fulfilling the Order without Seller first obtaining the written consent of Allegance thereto.

### 3. TIME OF DELIVERY

The delivery dates and times of performance indicated by Allegance for the articles, materials, services or work to be supplied under this Order are of the essence. Failure to meet such dates or times shall be considered a breach of contract. Furthermore, Seller agrees to pay to Allegance any penalties, costs or damages (including special or consequential damages) imposed upon or incurred by Allegance for failure of Seller to deliver such articles, materials, services or work on such delivery or performance dates. Unless otherwise agreed in writing, Seller shall not make commitments for material or production in excess of the amount or in advance of the time necessary to meet Allegance's delivery schedule. It is Seller's responsibility to comply with this schedule, but not anticipate Allegance's requirements. Goods shipped to Allegance in advance of schedule may be returned to Seller at Seller's sole cost and expense. Allegance may reschedule the delivery of any unshipped product for later delivery at any time that Allegance desires.

### 4. PRICE ADJUSTMENTS OVERSHIPMENT

Allegance shall not be deemed to have accepted shipment of any goods or services at any price, product grade or classification or quantity other than as indicated on this Order. Any general price decrease announced by Seller with respect to goods, services, equipment and/or materials similar to the items described on this Order shall automatically and immediately reduce the price hereof to a comparable percentage. Seller's failure to comply with this provision shall give Allegance the right, without notice, to seek an appropriate reduction retroactively or toough set off on this or any other transaction between the parties. Seller is instructed to ship only the quantity specified on this Order. However, any deviation caused by conditions of loading, shipping, packing or allowances in manufacturing processes may be accepted by Allegance according to the overshipment allowance indicated on the face of this Order. No allowance is shown, it shall be 10% (ten percent). Allegance reserves the right to return any overshipment in excess of the allowance at the Seller's expense.

### 5. DISCLOSURE OF INFORMATION

Neither party hereto shall, without the prior written consent of the other party, publicly announce, or otherwise disclose the existence of, the terms of, this Order, or release any publicity regarding this Order. This provision shall survive the expiration, termination or cancellation of this Order.

### 6. REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Allegance that all goods and materials supplied by Seller under this Order fully conform to the requirements, specifications, drawings and files. If descriptions furnished or adopted by Allegance and that they are not (unless this Order expressly refers to) such representations and warranties shall be deemed to be incorporated by reference into this Order. Seller's failure to comply with this provision shall give Allegance the right, without notice, to seek an appropriate reduction retroactively or toough set off on this or any other transaction between the parties. Seller is instructed to ship only the quantity specified on this Order. However, any deviation caused by conditions of loading, shipping, packing or allowances in manufacturing processes may be accepted by Allegance according to the overshipment allowance indicated on the face of this Order. No allowance is shown, it shall be 10% (ten percent). Allegance reserves the right to return any overshipment in excess of the allowance at the Seller's expense.

### 7. INTELLECTUAL PROPERTY RIGHTS

The work product of Seller's services, including tools and ideas, developments and inventions which Seller conceives or reduces to practice during the course of its performance under this Order shall be the exclusive property of Allegance. This information, material and any such inventions shall be deemed Allegance's proprietary information and shall not be disclosed to anyone outside of Allegance or used by Seller or others without the prior written consent of Allegance. Any article, paper, treatise, computer program, or report prepared by Seller pursuant to this Order shall be a "work for hire" under the copyright laws of the United States. Upon Allegance's request, Seller shall execute any document and render such other assistance as reasonably necessary to perfect full right, title and interest worldwide in the written data, including formal conveyance of copyright. Seller agrees to indemnify, defend and hold Allegance, its officers, directors, employees, agents and vendors (direct and indirect) harmless from and all losses, expenses (including but not limited to attorneys' fees and court costs), damages, liabilities, claims, monetary judgments or demands against Allegance or its officers, directors, employees, agents and vendors (direct and indirect) for or arising out of or resulting from, or in any way connected with or incidental to this Order or the goods, services or work performed hereunder by Seller, its employees, officers, independent contractors or agents. Upon receipt of notice from Allegance of any claim or action brought against Allegance in which indemnity may be sought against Seller pursuant to this Section, Seller shall immediately defend such claim or action at its sole expense on behalf of Allegance. Allegance shall have the right to join and participate in, as a party to, all such legal proceedings or actions initiated with respect to this Order and have its attorneys' fees in connection therewith promptly paid by Seller. The indemnifications and protections set forth herein shall survive the delivery of any goods required under this Order or the performance of any services hereunder and shall fully extend to Allegance's officers, directors, employees, agents, customers and suppliers.

### 8. CHANGES

Allegance may change from time to time any of the drawings, specifications or instructions for work covered by this Order upon reasonable notice to Seller and Seller shall comply with such change notices. If such changes result in a decrease or increase in Seller's cost or in the time for performance or adjustment in the price and time for performance may be made by its parties, as provided however that Seller provides at least thirty (30) days' notice to Allegance of the request for such adjustments.

### 9. PACKING AND SHIPPING INSTRUCTIONS

Seller shall ship all shipments for which Allegance is responsible for shipping charges via the least cost method, unless otherwise instructed. No shipping charges of any kind, including charge for boxing or cartage, shall be allowed under this Order unless specifically agreed to by Allegance in writing. Pricing by weight or volume when applicable on items not weight or volume of material unless otherwise agreed. All goods or materials shall be suitably packed or otherwise prepared for shipment to prevent damage in transit and to comply with carrier requirements.

### 10. RETURNS

Defective material shall be returned (freight collect) to Seller. Replacement material shall be sent to Seller's shipper paid for by Seller, who will absorb the burden of premium transportation when defect or replacement material places critical time or delivery schedule constraints on Allegance.

### 11. INDEMNIFICATION

Seller shall at all times protect and hold Allegance harmless from and against any and all claims (whether in tort, strict liability, contract or otherwise), demands, expenses and liabilities (including losses, damage, injury (including death), economic injury (including consequential and special damages) and liability of every kind and nature and however caused, and uses of any kind) arising out of or resulting from, or in any way connected with or incidental to this Order or the goods, services or work performed hereunder by Seller, its employees, officers, independent contractors or agents. Upon receipt of notice from Allegance of any claim or action brought against Allegance in which indemnity may be sought against Seller pursuant to this Section, Seller shall immediately defend such claim or action at its sole expense on behalf of Allegance. Allegance shall have the right to join and participate in, as a party to, all such legal proceedings or actions initiated with respect to this Order and have its attorneys' fees in connection therewith promptly paid by Seller. The indemnifications and protections set forth herein shall survive the delivery of any goods required under this Order or the performance of any services hereunder and shall fully extend to Allegance's officers, directors, employees, agents, customers and suppliers.

### 12. ASSIGNABILITY

The obligations hereunder shall not be assigned or transferred by Seller without the prior written consent of Allegance and any attempted assignment or transfer without such consent shall be void. Seller shall not subcontract any substantial portion of the work or services to be performed under this Order without the prior written consent of Allegance, which consent may be granted by Allegance in its sole and absolute discretion. Subject to the restrictions on assignability above, the terms, covenants, conditions and indemnities hereof shall inure to the benefit of and shall be binding upon Seller and its successors and permitted assigns.

### 13. TERMINATION

Allegance may terminate the work or services to be performed hereunder in whole or in part at any time without cause or penalty upon written notice to Seller. Such notice shall state the extent and effective date of such termination and upon the receipt of such notice, Seller will comply with the directions pertaining to work stoppage hereunder and the placement of further orders or subcontracts hereunder. Termination under this provision shall not be deemed a breach of contract. The provisions of this paragraph shall not apply to a termination with cause not to affect the right of Allegance to terminate this Order for cause. Seller shall mitigate its claim to the maximum extent, and in any event no claims shall exceed the lesser of fair market value or actual costs of raw materials and work in progress material which Seller shows cannot be diverted to other uses. No claim shall be asserted or honored for loss of expected profits or for any consequential or incidental damages due to a termination or cancellation hereunder.

### 14. DEFAULT REMEDIES

Seller shall be deemed in default under this Order upon: (1) the failure of Seller to perform any covenant, condition, agreement or obligation under this Order; (2) any representation or warranty made by Seller proves to be false, misleading or incorrect; (3) the filing of a petition in bankruptcy or insolvency or reorganization or arrangement of any bankruptcy laws, the making by Seller of any assignment or arrangement for the benefit of creditors, the attachment, execution or other judicial seizure of any of Seller's assets; or (4) any material adverse change in Seller or Seller's operations or any material change in laws affecting Seller's operations. Whenever Seller is in default under this Order, Allegance may (in addition to the indemnification of Allegance by Seller hereunder) take any action at law or in equity to enforce performance or observance of any obligations, agreements or covenants of the Seller under this Order, including but not limited to rights and remedies set forth in the Uniform Commercial Code. No remedy or election hereunder shall be deemed exclusive, but shall be cumulative with all other remedies. No delay or failure on the part of Allegance to assert its or enforce any power right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any power, right or remedy preclude any other or further exercise or enforcement thereof.

### 15. ENTIRE AGREEMENT REVENABILITY APPLICABLE LAW VENUE

This Order and any attachments hereto (or to be attached hereto) set forth all of the covenants, promises, agreements and conditions between Allegance and Seller concerning this Order and there are no covenants, promises, agreements or conditions, either oral or written, between them. This Order may not be modified or amended in any manner except by an instrument in writing duly executed by the parties hereto. The invalidity or unenforceability of any provision of this Order, as determined by a court of competent jurisdiction, shall in no way affect the validity of the remainder of this Order or any provision hereof. The parties hereto acknowledge that this Order has been negotiated and entered into in Dallas County, State of Texas. THIS ORDER SHALL BE GOVERNED BY INTERPRETED UNDER AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Where not modified by the terms herein, the provisions of Texas' enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction. The exclusive jurisdiction for any action or proceeding brought by Seller under this Order shall be Dallas County, State of Texas.

### 16. NOTICES CONSENTS APPROVALS

All acceptances, approvals, consents, notices, demands or other communications required or permitted to be given or sent by either party to the other shall be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified return receipt requested, addressed to the parties at the address set forth on the front of this Order. Either party may change such address by ten days notice. Whenever in this Order Allegance's consent or approval is required, such consent or approval shall only be deemed effective if provided by a duly authorized representative by Allegance.

### 17. RISK OF LOSS RELATIONSHIP OF PARTIES

Risk of loss, destruction or damage to any goods provided under this Order from any and all causes whatsoever until delivery and acceptance by Allegance shall be borne by Seller. This Order does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of vendor and vendor's independent contractor.

### 18. AUTHORITY, FORCE MAJEURE, ATTORNEY'S FEES, NO LIENS

By accepting this Order, Seller represents that it has the full right, power and authority to bind Seller to the terms and conditions herein. The parties shall be excused from the performance of their obligations under this Order for such period of time as either party is prevented from performing same by reason of act of God, war, riot, rebellion or embargo, labor disputes, strikes or lockout, governmental restrictions or prohibitions and any other cause beyond either party's reasonable control, not including any delay caused by suppliers or subcontractors. A party claiming a force majeure shall provide written notice thereof within 10 days of such occurrence. If either party named herein brings an action to enforce the terms of this Order or to declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to its reasonable attorney fees to be paid by losing party as taxed by the court. To the extent permitted by law, Seller expressly waives any common law, statutory or contractual right on the goods or services provided hereunder.

# BERMAN & NORTON BREMAN

A PROFESSIONAL ASSOCIATION

Steven M Berman\*  
Catherine M Norton Breman  
Susan J Gunn, Of Counsel  
Erka Nikla Quartermaine  
Sacha Ross

401 S Florida Avenue  
Suite 300  
Tampa, Florida 33602  
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\*Board Certified in Business Bankruptcy Law  
American Board of Certification

[www.BermanLegal.com](http://www.BermanLegal.com)

November 7, 2003

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

Via Federal Express

Re Allegiance Telecom of Florida, Inc  
Case No 03-13073  
Our File No 1734 02 CNB

Dear Clerk

Enclosed please find an original Proof of Claim for filing in the above-referenced case. We have also enclosed a self-addressed, stamped envelope for your convenience in returning a date stamped copy to us by November 25, 2003. Thank you for your assistance, and should you have any questions, please do not hesitate to contact our office.

Sincerely,

Berman & Norton Breman  
A Professional Association

  
Alyssa Snyder  
Legal Assistant

Enclosure

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