

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

PROOF OF CLAIM



4167

In re
Allegiance Telecom, Inc

Case Number
03-13057

YOUR CLAIM IS SCHEDULED AS

UNDETERMINED UNSECURED CONTINGENT
DISPUTED UNLIQUIDATED
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. §

- 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.

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

Name of Creditor and Address

03805888077363

PARTNERS NATIONAL REAL ESTATE BROKERS
KANE DOSSETT PRESIDENT
3838 OAK LAWN AVENUE SUITE 850
DALLAS TX 75219

1496

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 a proof of claim EXCEPT as stated here. **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.

Creditor Telephone Number ()

CREDITOR TAX I D #

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

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

1 BASIS FOR CLAIM

Goods sold Personal injury/wrongful death Retiree benefits as defined in 11 U.S.C. § 1114(a)

Services performed Taxes Wages, salaries, and compensation (Fill out below)

Money loaned Other (describe briefly below)

Your social security number _____

Unpaid compensation for services performed from _____ to _____ (date) (date)

2 DATE DEBT WAS INCURRED 08/01/02

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED \$ 302,000.00 (unsecured) \$ (secured) \$ (unsecured priority) \$ 302,000.00 (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 25 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 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.

BY MAIL: 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.

THIS SPACE FOR COURT USE ONLY

NOV 25 2003

DATE SIGNED: 11-10-03

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):

P. Kane Dossett, President

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



01543



TECHNOLOGY REAL ESTATE SOLUTIONS

November 10, 2003

United States Bankruptcy Court
Southern District of New York
Allegiance Claims Docketing Center
Bowling Green Station
P O Box 95
New York, NY 10274-0005

To Whom It May Concern

Partners National Real Estate Group, Inc has received three separate Proof of Claim forms We have only one claim and have completed and attached the appropriate documentation for that claim The remaining two Proof of Claim forms are included but not needed

We feel it is important to note that all work performed by Partners National Real Estate Group, Inc on behalf of Allegiance Telecom, Inc began prior to the contract expiration (attached), however the transaction was not complete until the date that the final invoice (attached) was sent

Please contact me if further information is needed

Sincerely,

PARTNERS NATIONAL REAL ESTATE GROUP, INC

A handwritten signature in cursive script that reads 'Bianca Laughlin'.

Bianca Laughlin
214 526 1000 x 1017

Attachments

Copy of Contract between Partners National Real Estate Group, Inc and Allegiance Telecom, Inc
Copy of Invoice to Allegiance Telecom, Inc
Related Proof of Claim Form



PARTNERS NATIONAL REAL ESTATE GROUP

Invoice

Invoice #

3561

Date

8/1/2002

Bill To

Mr Ken Close
700 E Butterfield Road
Suite 400
Lombard IL 60148

Terms

Due Date

Due on Receipt

8/1/2002

Description

Amount

Work Performed According to Attached Contract
RE Enron Data Centers in Atlanta and Chicago

302,000 00

Total

\$302 000 00

Balance Due

\$302 000 00

Federal Tax ID # 75-2634439

Texas Broker # 0446571

REAL ESTATE SERVICES AGREEMENT

This Real Estate Services Agreement is entered into by and between Allegiance Telecom, Inc , (and all current and future subsidiaries in which Allegiance Telecom, Inc directly or indirectly owns more than 50% of the equity and controls more than 50% of the voting power) (Allegiance) and Partners National Real Estate Group, Inc (Partners)

TERM The initial term of Partners' exclusive representation will continue through April 30, 2002. The parties may extend the term for an additional year by providing written notification of the parties' intention to continue this agreement. If such notification is not provided by both parties within 60 days of the end of the term, this agreement will terminate on April 30, 2002. The representation covered hereby relates solely to Technical Projects (as hereinafter defined) and, with respect to any company or business acquired by Allegiance Telecom, Inc , is subject to any pre-existing contractual commitments and will not extend to any subject matter covered by any such commitments.

COMPENSATION As compensation for the services that will be provided (described below), Partners will derive its compensation for its services primarily through real estate fees paid by landlords where Allegiance decides to locate and/or renew its lease (or purchase/develop). Partners will be paid prevailing market rates as measured by the typical market guidelines for each transaction. Allegiance understands that such fees are a component of the real estate transaction and will use its reasonable efforts to effect Partners' receiving such compensation.

Allegiance may request that Partners provide services outside the scope of this agreement ("Special Project"), wherein both parties will determine prior to commencement of the such Special Project what, if any, compensation will be paid to Partners.

DESCRIPTION OF REAL ESTATE SERVICES Partners shall be the exclusive real estate services provider and broker to Allegiance with respect to Technical Projects. Technical Projects is defined as real estate and/or lease space needed primarily for equipment housing and implementation for switch sites, data centers and build to suit technical space developments. Technical Projects shall not include any colocation sites that Allegiance may occupy on the premises of other communications carriers or any transaction that Allegiance is entering into with another party as part of a joint venture, co-marketing arrangement or other transaction wherein the technical space is one of many components and not the central purpose of the transaction.

With respect to Technical Projects only, Partners will use reasonable efforts to provide due diligence to secure and/or re-negotiate space, including market research, pre-tour options, coordination of tours, selection of final candidates, RFP and proposal negotiations, financial analyses and assistance with the completion of the lease document for signing. Any reasonable project management, space planning issues, demographic data, and municipal incentives will be provided on an as needed basis, similar to the manner in which these services have been provided in the past.

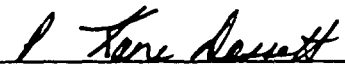
Except as otherwise provided herein, both parties agree that Partners shall be the exclusive real estate services provider to Allegiance with respect to Technical Projects, and that no real estate transaction for Technical Projects covered by this agreement may be performed by another real estate company without the written agreement of both parties. This agreement will be binding on the successors and assigns of each party (but will under no circumstances extend to any company or entity that may acquire control of Allegiance Telecom, Inc, it being understood that this agreement applies only to Allegiance as defined above)

After the expiration of the final term of this Agreement, Partners will continue to work on all projects in process as of the expiration date until their conclusions. Partners' assistance will continue for any project that has been or does become cancelled, if such project is commenced within twelve months of the agreement's conclusion date. In all cases Partners will seek such compensation as described above.

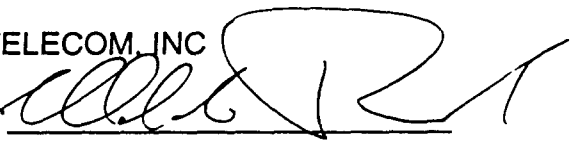
In the event either party shall institute legal proceeding against the other arising out of the terms of this agreement, or the performance thereunder, the prevailing party shall recover from the other all reasonable attorneys' fees, costs and expenses incurred in any such action.

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.

PARTNERS NATIONAL REAL ESTATE GROUP, INC

By 
Name P. KANE DOSSETT
Title PRESIDENT

ALLEGIANCE TELECOM, INC

By 
Name _____
Title Mark B Tresnowski,
Senior Vice President, General
Counsel and Secretary