

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

PROOF OF CLAIM



CRDID 19535

In re
Shared Technologies Allegiance, Inc

Case Number
03-13108 Joint
Administration Under
No 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

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

FILED
SOUTHERN DISTRICT OF NEW YORK
ALLEGIANCE TELECOM, INC
03-13057 (RRD)

Name of Creditor and Address

03805890019535

KENNEDY ASSOCIATES REAL ESTATE COUNSEL INC
ATTN BRIAN LE NNON
2400 FINANCIAL CENTER
SEATTLE WA 98161

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

1535

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 replaces 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) Leases

Your social security number _____

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

2 DATE DEBT WAS INCURRED 7/16/02 **3 IF COURT JUDGMENT, DATE OBTAINED**

4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED \$ 135,656.80 (unsecured) \$ _____ (secured) \$ _____ (unsecured priority) \$ 135,656.80 (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 **REC'D NOV 25 2003**

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 5:00 p.m., November 26, 2003, Prevailing Eastern Time

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

Allegiance Claim
01582

NOV 20 2003

DATE SIGNED
11/19/03

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)

TAMAR WUTZEL
Tamar Wutzel

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

Rent Due Calculations for the Period of May 15, 2003 through May 14, 2004

Shared Technologies Suite C270	Monthly	Months
		12
Base Rent	4,775 00	57,300 00
Estimated CAM	759 03	9,108 36
Estimated Insurance	41 79	501 48
Estimated Tax	295 12	3,541 44
Current Balance		(2,920 53)

Total \$ 5,870 94 \$ 67,530 75

Shared Technologies Suite C290	Monthly	Months
		12
Base Rent	1,987 54	23,850 48
Estimated CAM	433 3	5,199 60
Estimated Insurance	23 86	286 32
Estimated Tax	168 47	2,021 64
Current Balance		(1,303 77)

Total \$ 2,613 17 \$ 30,054 27

Shared Technologies Suite C295	Monthly	Months
		12
Base Rent	2,517 46	30,209 52
Estimated CAM	549 1	6,589 20
Estimated Insurance	30 23	362 76
Estimated Tax	213 49	2,561 88
Current Balance		(1,651 58)

Total \$ 3,310 28 \$ 38,071 78

Total all Three Suites

Shared Technologies	Monthly	Months
		12
Base Rent	9,280 00	111,360 00
Estimated CAM	1,741 43	20,897 16
Estimated Insurance	95 88	1,150 56
Estimated Tax	677 08	8,124 96
Current Balance		(5,875 88)

Total \$ 11,794 39 \$ 135,656 80

**LANDLORD'S CONSENT TO ASSIGNMENT AND
ASSUMPTION OF LEASE**

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE is made as of Sept 12, 2002 by RIGGS BANK N A , as Trustee of the MULTI-EMPLOYER PROPERTY TRUST, a trust organized under 12 C F R §9 18 (the "Trust") in regards to that certain Lease Agreement dated May 7, 1996, as between the Trust and MFS INTELENET, INC , a wholly owned subsidiary of MFS Communications Company, Inc ("MFS Intelenet"), as amended by the First Amendment to Lease, dated August 2, 1996, the Second Amendment to Lease dated April 4, 2000, the Third Amendment to Lease, dated May 10, 2000, and as extended pursuant to that certain letter dated May 14, 2001 (collectively, the "Lease Agreement")

WHEREAS, the Trust is the Landlord and MCI Metro Access Transmission Services, L L C ("MCI Metro Access"), as successor-in-interest to MFS Intelenet, is the Tenant under the Lease Agreement,

WHEREAS, pursuant to that certain Asset Purchase Agreement dated June 17, 2002 (the "Asset Purchase Agreement"), whereby MCI Metro Access sold certain business assets to Shared Technologies Allegiance, Inc , a Delaware corporation, ("Shared Technologies"), a subsidiary of Allegiance Telecom, Inc ("Allegiance"), and by which MCI Metro Access is required to assign its rights under the Lease Agreement and Shared Technologies is required to assume the obligations under the Lease Agreement pursuant to the terms of the Assignment and Assumption of Lease, dated July 16, 2002 (the "Assignment Agreement"), and

WHEREAS, the Trust consents to the assignment and assumption set forth in the Assignment Agreement subject to the following terms and conditions

1 The Trust's consent does not impair the rights of the Trust under the Lease Agreement

2 Notwithstanding the Trust's consent to the assignment, MCI Metro Access shall at all times remain, directly, primarily and fully responsible and liable for the payment of the rent specified in the Lease Agreement and for compliance with all other obligations of MCI Metro Access under the terms, provisions and covenants of the Lease Agreement

3 The notice provisions of Section 24 of the Lease Agreement in regards to the Landlord shall be deemed to be amended to read as follows

LANDLORD

RIGGS BANK N A
Attn Patrick O Mayberry
808 - 17th St , NW
Washington, D C 20006
Fax 202-835-6887

With copies to

Kennedy Associates Real Estate Counsel, Inc
Attn Brian Lennon
2400 Financial Center
Seattle, WA 98161
Fax 206-682-4769

And to

Trammell Crow Company
Attn Manager
12015 – 115th Ave NE, Ste 145
Kirkland, WA 98034
Fax 425-825-1454

4 Shared Technologies shall provide to the Trust a fully-executed Estoppel Certificate as required by Section 25 of the Lease Agreement in the form as set forth as Exhibit E to the Lease Agreement by no later than September 30, 2002

5 Upon request from the Trust, Shared Technologies shall provide the most current annual audited financial statements of Allegiance

6 Pursuant to Section 12 of the Lease Agreement, MCI Metro Access shall be obligated to reimburse the reasonable expenses associated with the Trust's review and consideration of the assignment pursuant to the Assignment Agreement within (30) days of presentment of such amount

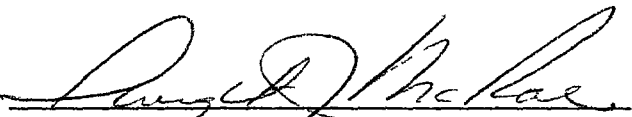
7 All other provisions of the Lease Agreement shall remain in full force and effect

DATED this 12th day of September, 2002

LANDLORD


MULTI-EMPLOYER PROPERTY TRUST, a trust
organized under 12 C F R Section 9 18

By Kennedy Associates Real Estate Counsel, Inc ,
authorized signatory of Riggs Bank, N A , Trustee

By 
Name Dwight J. McRae
Its Vice President

ASSIGNEE

SHARED TECHNOLOGIES ALLEGIANCE,
INC , a Delaware corporation

By 
Name Kenneth C. Close
Its Vice President
Real Estate & Facilities

3307664 2

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of the 10th day of July, 2002, by and among MCI METRO ACCESS TRANSMISSION SERVICES, L L C , a(n) _____ limited liability company ("Assignor"), and SHARED TECHNOLOGIES ALLEGIANCE, INC , a Delaware corporation ("Assignee")

WITNESSETH

A Riggs Bank N A , as Trustee of the Multi-Employer Property Trust ("Landlord"), and MFS Intelenet, Inc , a wholly owned subsidiary of MFS Communications Company, Inc , a Delaware corporation, Assignor's predecessor-in-interest, entered into that certain Lease dated May 7, 1996, as amended by that certain First Amendment to Lease dated August 2, 1996, that certain Second Amendment to Lease dated April 4, 2000 and that certain Third Amendment to Lease dated May 10, 2000 (collectively, the "Lease"), pertaining to the lease of certain premises containing approximately 6,346 rentable square feet (the "Premises") in that certain building (the "**Building**") commonly known as 12020 113th Avenue NE, Kirkland, Washington

B Assignor, as Seller, and Assignee, as Purchaser, entered into that certain Asset Purchase Agreement (the "**Agreement**") dated as of June 17, 2002

C Pursuant to the terms of the Agreement, Assignor is required to execute an assignment and assumption agreement assigning Assignor's right, title and interest in the Lease to Assignee

D Assignor desires to assign all of its right, title and interest in and to the Lease to Assignee, and Assignee desires to accept such assignment and assume the obligations of Assignor under the Lease

NOW, THEREFORE, it is hereby agreed as follows

1 Assignment Assignor hereby transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor in, to and under the Lease and agrees to pay all rent and other charges accruing under the Lease prior to the Effective Date and agrees to observe and perform all of the other covenants, agreements and obligations to be observed or performed by the tenant under the Lease prior to the Effective Date Except as expressly set forth herein, the assignment herein made shall be effective as of June 18, 2002 (the "**Effective Date**")

2 Acceptance and Assumption Assignee accepts the assignment made in Paragraph 1 above, assumes the Lease, agrees to pay all rent and other charges accruing under the Lease from and after the Effective Date and agrees to observe and perform all of the other covenants, agreements and obligations to be observed or performed by the tenant under the Lease from and after the Effective Date

3 Security Deposit Assignor has delivered to Landlord a security deposit in the amount of \$0 00 Without limiting the generality of the effect of Paragraph 1 above, effective as of the Effective Date, Assignor assigns to Assignee all right, title and interest in and to such security deposit Upon request of Assignee, Assignor will execute such documentation as may be required by Landlord to evidence such transfer of the security deposit

4 Reconciliation of Additional Rent Without limiting the generality of the effect of Paragraph 1 above, Assignor shall be obligated to make all payments of the Escrow Payment for Taxes and Other Charges, Monthly Common Area Maintenance Charge and Monthly Insurance Escrow Payment through the Effective Date Assignor assigns to Assignee all of its right, title and interest in such payments and acknowledges and agrees that if pursuant to Sections 4, 7 and 13 of the Lease and Addendum to Lease Agreement, it is determined that there has been an excess payment of the Escrow Payment for Taxes and Other Charges, Monthly Common Area Maintenance Charge or Monthly Insurance Escrow Payment, such excess shall be payable to and remain the property of Assignee Provided Assignor has paid its Escrow Payment for Taxes and Other Charges, Monthly Common Area Maintenance Charge and Monthly Insurance Escrow Payment through the Effective Date, Assignee shall be responsible for any underpayment of the Escrow Payment for Taxes and Other Charges, Monthly Common Area Maintenance Charge and Monthly Insurance Escrow Payment arising under the Lease thereafter

5 Indemnity Assignor hereby agrees to indemnify, defend, protect and hold harmless Assignee in connection with the tenant obligations under the Lease arising prior to the Effective Date Assignee hereby agrees to indemnify, defend, protect and hold harmless Assignor in connection with the tenant obligations under the Lease arising from and after the Effective Date

6 Assurances Assignor represents and warrants to Assignee that (a) attached hereto as Exhibit A is a full and complete copy of the Lease and all other amendments, modifications, security agreements, subleases, assignments and all other agreements between Assignor and Landlord relating to the leasing, use, and occupancy of the Premises, (b) the Lease is in full force and effect, (c) Assignor has not received or given any notice of default under the Lease which is extant (i e , same was not cured during the applicable grace period) and to the knowledge of Assignor, no event has occurred which, with the giving of notice or the passage of time or both, would constitute a material default under the Lease, (d) to the best of Assignor's knowledge, all construction and improvements required of Landlord under the Lease have been fully completed, and (e) Assignor has not mortgaged, collaterally assigned, pledged, hypothecated or otherwise granted a security interest in Assignor's interest in the Lease If any of the foregoing representations and warranties are materially false as of the Effective Date, Assignee may terminate this Assignment by written notice to Assignor

7 Binding Effect This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, legal representatives and permitted successors and permitted assigns

8 Notices Any notices referenced in this Assignment shall be sent to the addresses for notice set forth in the Agreement

9 Counterparts This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties

10 Authorization Each of Assignor and Assignee, respectively, represent and warrant that (i) the individual signing this Assignment on behalf of each party is the duly elected and presently serving officer of such party as indicated opposite his or her name below, and (ii) the execution and delivery of this Assignment has been duly authorized by all appropriate corporate action, to the extent required by the organizational documentation and laws governing each party

11 Rent Allocation Notwithstanding anything herein to the contrary, the rent and additional rent obligations and liability of each party hereto, as between Assignor and Assignee, shall be subject to the express allocation of such obligations and liability set forth in the Agreement, including Exhibit 2 02(a)(1) of the Agreement

12 Landlord Consent Assignor and Assignee hereby acknowledge and agree that this Assignment is expressly conditioned upon the delivery of a written consent duly executed and delivered by Landlord (the “**Consent**”) which does not modify this Assignment (other than in a ministerial manner) pursuant to which Landlord shall consent to this Assignment. Assignor and Assignee shall use good faith efforts to obtain such Consent and in such regard shall cooperate in good faith with each other in the procurement of the Consent. If the Consent is not obtained by September 13, 2002, either party hereto may terminate this Assignment by written notice to the other delivered within five (5) business days after September 13, 2002, provided, however, that a party which does not use good faith efforts to obtain such Consent shall not have the right to terminate this Assignment

[signatures on the following page]

IN WITNESS WHEREOF, this instrument is executed as of the day and year aforesaid

ASSIGNOR.

**MCI METRO ACCESS TRANSMISSION
SERVICES, L L C , a(n) _____
limited liability company**

By *Jane Ohler*
Name _____
Its _____

ASSIGNEE.

**SHARED TECHNOLOGIES ALLEGIANCE,
INC , a Delaware corporation**

By *Kenneth C Close*
Name _____
Its Kenneth C. Close
Vice President
Real Estate & Facilities

EXHIBIT A

The Lease

(see attached)

May 14, 2001

The Riggs National Bank of Washington D C
C/O Trammell Crow Company
626 120th Ave N E , Suite B104
Bellevue, WA 98005

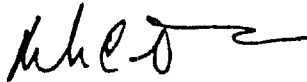
Re Kirkland 405 Business Center
12020 113th Ave Kirkland, WA
Suites 200 & 295 – MCI Metro Access Transmission Services, L L C

Dear Mr Crolius

Our records indicate that our lease for the above referenced location expires on July 31, 2001 We hereby exercise the option of the Lease for renewal, commencing on August 1, 2001 and ending on July 31, 2004

If you should have any questions, please feel free to call My direct telephone number is 918 590 2763

Sincerely,



Bob Fries
Sr Manager, Corporate Real Estate

THIRD AMENDMENT TO LEASE

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THIS THIRD AMENDMENT TO LEASE is made this 10th day of May 2001 by and between Riggs & Company, a division of Riggs Bank N A as Trustee of the Multi-Employer Property Trust (the "Landlord") and MCI Metro Access Transmission Services, L L C (the "Tenant")

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated May 7, 1996, as amended by the First Amendment to Lease dated August 2, 1996, and Second Amendment to Lease dated April 14, 2000 (collectively the "Lease"), for space at 12020 113th Avenue NE, Kirkland, WA, in Totem Skyline Business Park (the "Premises"), as more fully described in the Lease,

WHEREAS, Tenant and Landlord desire to expand the Premises and to modify the Lease on the terms and conditions set forth in this Amendment

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the Landlord and Tenant hereby agree as follows

- 1 The Lease is hereby amended to reflect that effective July 1, 2001, the Premises shall be expanded from approximately 3,580 rentable square feet to a total of approximately 6,346 rentable square feet as outlined in red on Exhibit A attached hereto (the "Expansion Space")
- 2 The Lease Term for the Premises shall be revised and extended for the period commencing August 1, 2001 and expiring July 31, 2004 (the "Revised Term") Tenant may occupy the Premises beginning July 1, 2001 through July 31, 2001 with no Base Rent obligation (the "Early Occupancy Period") Tenant shall be responsible for its pro rata share of Operating Expenses during the Early Occupancy

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3
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ACP
Period

Effective ~~July~~ ^{August} 1, 2001 and throughout the Revised Term, monthly Base Rent as provided for in Paragraph 2 of the Lease shall be \$9,280 00 per month (NNN)

- 4 Landlord shall provide to Tenant for tenant improvements an allowance equal to \$38,076 00 (the "Tenant Improvement Allowance") The Tenant Improvement Allowance is intended solely for the cost of construction to modify and upgrade the Premises, cabling and wiring, architectural and permitting fees (if required), Washington State Sales Tax, and Trammell Crow Company's construction management fee, which shall not exceed 5% of actual construction costs
- 5 Subject to the terms and conditions set forth below, Tenant shall have the option to extend the Lease Term as to all, but not less than all, of the then-existing' Premises, for two (2) successive

extension periods of three (3) years each. In order to exercise an option to extend, Tenant must satisfy all of the following requirements: (a) Tenant shall have provided Landlord with written notice of Tenant's intention to exercise the option to extend, which must be received by Landlord no earlier than February 1, 2004 and not later than May 31, 2004, and (b) as of the date that Tenant notifies Landlord of Tenant's intention to exercise the option and as of the expiration of the Lease Term or the applicable extension term, there shall be no Event of Default (unless Tenant is within applicable cure period) by Tenant under the Lease, and (c) at no time prior to the expiration of the Lease Term or the applicable extension term, shall there have been any assignment of all or any portion of the Premises, except those permitted in Section 12 of the original Lease.

In the event the initial Lease Term is extended as provided in this paragraph, Tenant shall, upon request of Landlord, evidence any such extension through the execution of a lease amendment to be provided by Landlord. The extension shall be on the same terms, covenants and conditions as set forth in the Lease, provided that, the monthly Base Rent during each extension period shall be fair market rental (the "Fair Market Rental Rate") then in effect for similar flex buildings in the Kirkland, Washington submarket.

- 6 Tenant hereby affirms that on the date hereof no known breach or known default by either party has occurred and that the Lease, and all of its terms, conditions, covenants, agreements and provisions, except as hereby modified, are in full force and effect.
- 7 Except as expressly modified above, all terms and conditions of the Lease remain in full force and effect and are hereby ratified and confirmed.

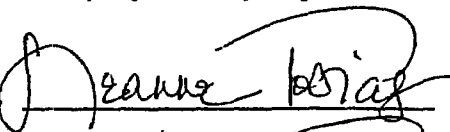
LANDLORD

TENANT

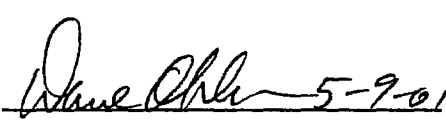
Riggs & Company, a Division of
Riggs Bank N A , as Trustee of the
Multi-Employer Property Trust

MCI Metro Access Transmission
Services, L L C

By



By



Print Name

Leanne Bias

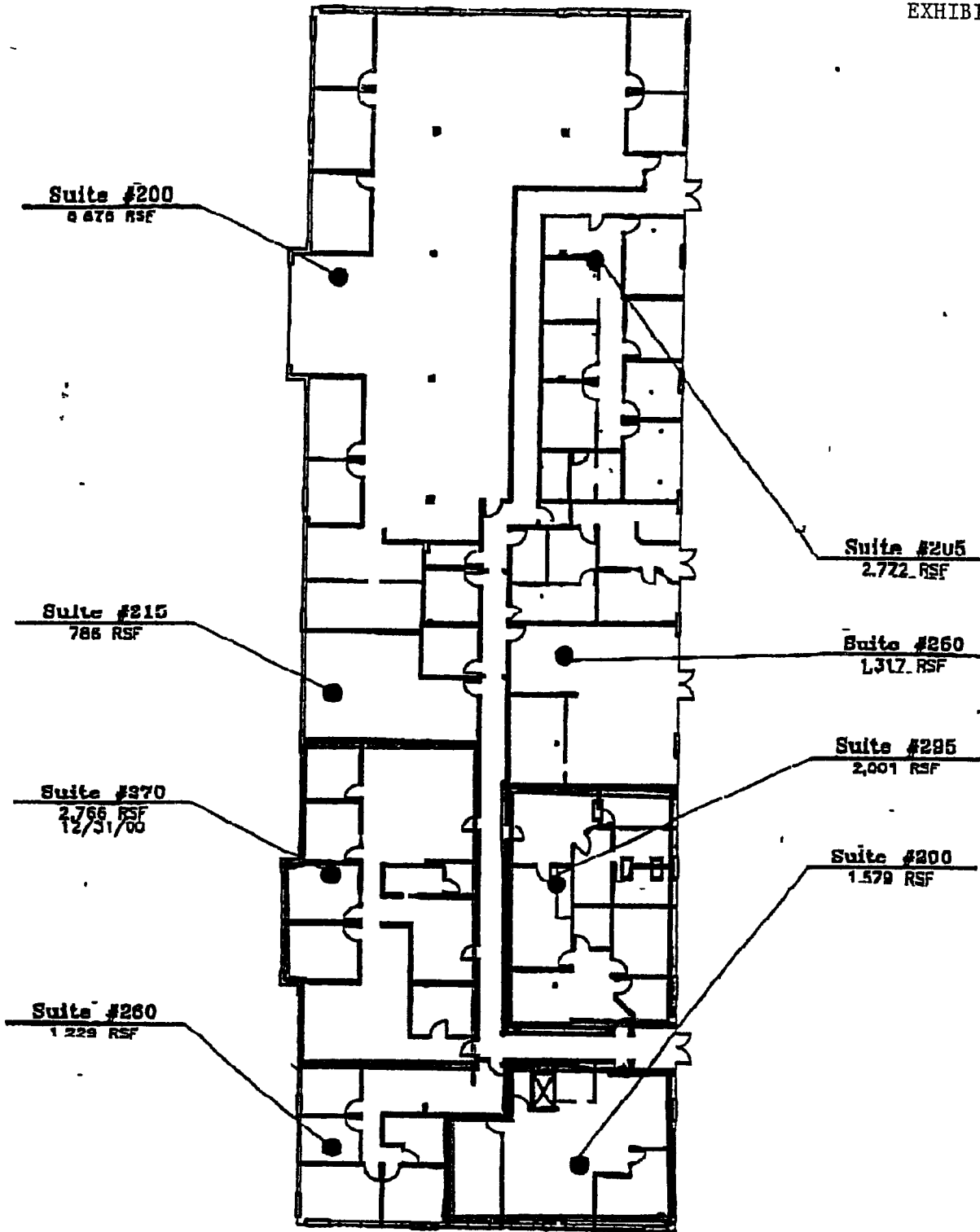
Print Name

Dave Ohler
Director, Corporate
Real Estate

Its

Managing Director

Its



Second Floor Plan
NTS



Totem Skyline Business Park
Building C

Trammell Crow Company

Marketing Representative
Telephone:
Fax:

Peter Crollius
(425) 518-6348
(425) 454-7184

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE is made this 4th day of April, 2000, by and between Riggs & Company, a division of Riggs Bank N A , as Trustee of the Multi-Employer Property Trust (the "Landlord") and MCI Metro Access Transmission Services, L L C (the "Tenant")

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated May 7, 1996, as amended by a First Amendment to Lease dated August 2, 1996 (the "Lease"), for space in Building H, 12016 115th Avenue NE in the Kirkland 405 Business Center, (the "Premises"), as more fully described in the Lease,

WHEREAS, Rosetta Inpharmatics, Inc , a Delaware corporation ("Rosetta") is also a tenant of Landlord in Building H, 12016 115th Avenue NE in the Kirkland 405 Business Center and desires to expand into the Premises currently occupied by Tenant Rosetta has agreed to pay for the cost of relocating Tenant to new premises

WHEREAS, concurrently with the execution of this Amendment, Landlord and Rosetta are entering into that certain Reimbursement Agreement (the "Reimbursement Agreement") setting forth the obligations of Rosetta to reimburse Landlord for the cost of relocating Tenant to new premises

WHEREAS, Tenant and Landlord desires to relocate the Premises and to modify the Lease on the terms and conditions set forth in this Amendment

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the Landlord and Tenant hereby agree as follows

1 The Lease is hereby amended to reflect that effective June 1, 2000, the Premises shall be relocated to 12020 113th Avenue NE, Kirkland, WA and be reduced from approximately 6,489 rentable square feet to a total rentable square footage of approximately 3,580 rentable square feet as outlined in red on Exhibit A attached hereto (the "Relocated Premises")

2 The Lease Term for the Relocated Premises shall be a period of 14 months, commencing June 1, 2000 and expiring July 31, 2001

3 Effective June 1 2000, monthly Base Rent as provided for in Paragraph 2 of the Lease shall be decreased by \$1,465 per month (NNN), and the Base Rent for the Relocated Premises shall be \$4,505 00 (NNN)

4 Landlord shall be responsible (a) for the costs associated with completing the Tenant Improvements substantially as outlined in Exhibit B attached hereto and (b) for Tenant's moving costs and the costs of installing Tenant's cabling, telecommunications systems, security access and signage for the Relocated Premises (collectively, "Tenant's Moving Costs") Final approval of the Tenant Improvements shall occur at the time construction drawings are initialed by both Landlord and Tenant Landlord shall reimburse Tenant for Tenant's Moving Costs within thirty (30) calendar days after receipt of Tenant's invoices

5 Subject to the terms and conditions set forth below, Tenant shall have the option to extend the Lease Term as to all, but not less than all, of the then-existing Premises, for two (2) successive extension periods of three (3) years each In order to exercise an option to extend, Tenant must satisfy all of the following requirements (a) Tenant shall have provided Landlord with written notice of Tenant's intention to exercise the option to extend, which notice must be received by Landlord no earlier than six (6) months and not later than two (2) months before the expiration of the initial Lease Term or the applicable extension term, (b) as of the date that Tenant notifies Landlord of Tenant's intention to exercise the option and as of the expiration of the initial Lease Term or the applicable extension term, there shall be no Event of Default by Tenant under the Lease, and (c) at no time prior to the expiration of the initial Lease Term or the applicable extension term, shall there have been any assignment of all or any portion of the Premises

In the event the initial Lease Term is extended as provided in this paragraph, Tenant shall, upon request of Landlord, evidence any such extension through the execution of a lease amendment to be provided by Landlord The extension shall be on the same terms, covenants and conditions as set forth in the Lease, provided that, the monthly Base Rent during each extension period shall be the fair market rental (the "Fair Market Rental Rate") then in effect for similar flex buildings in the Kirkland, Washington submarket

6 Tenant hereby affirms that on the date hereof no known breach or known default by either party has occurred and that the Lease, and all of its terms, conditions,

covenants agreements and provisions, except as hereby modified, are in full force and effect

7 Except as expressly modified above, all terms and conditions of the Lease remain in full force and effect and are hereby ratified and confirmed

LANDLORD

Riggs & Company, a Division of
Riggs Bank N A , as Trustee of the
Multi-Employer Property Trust

By

Its

James Triag
Managing Director

TENANT

MCI Metro Access Transmission
Services, L L C

By

Its

Dave Ohler 4-28-00
Dave Ohler
Director, Corporate
Real Estate

State of Washington)
DISTRICT OF COLUMBIA) ss
)

On this 25 day of May, 2000, before me, a Notary Public in and for the District of Columbia, personally appeared Leanne Tobias, to me known to be the Manager Director of Riggs & Company, a division of Riggs Bank N A, as trustee of the Multi-Employer Property Trust, the national banking association that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said national banking association as trustee for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument

WITNESS my hand and official seal hereto affixed the day and year first as above written

Peter T. Crolius

PETER T CROLIUS
STATE OF WASHINGTON
NOTARY ---- PUBLIC
MY COMMISSION EXPIRES 7-31-01

Name Peter T Crolius
Notary Public in and for the ~~District~~ State of Washington of Columbia, residing at Seattle WA
My commission expires 7/31/01

[NOTARIAL SEAL]

~~STATE OF WASHINGTON)~~
~~COUNTY OF KING)~~
OKLAHOMA
Tulsa) ss
)

On this 28th day of April, 2000, before me, personally appeared Dave Ohler to me known to be Director of MCI Metro Access Transmission Services, L L C, a Delaware limited liability company, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument

WITNESS my hand and official seal hereto affixed the day and year first as above written

Name Sandra Eppeler
NOTARY PUBLIC in and for the State
of Oklahoma
residing at Duncan Ok
My appointment expires 2/18/2004

[NOTARIAL SEAL]

EXHIBIT A

Relocated Premises Drawing

Interface Engineering
Suite #200
6,878 RSF
04/30/03

Vacant
Suite #215
786 RSF

Datanode
Suite #270
2,766 RSF
12/31/00

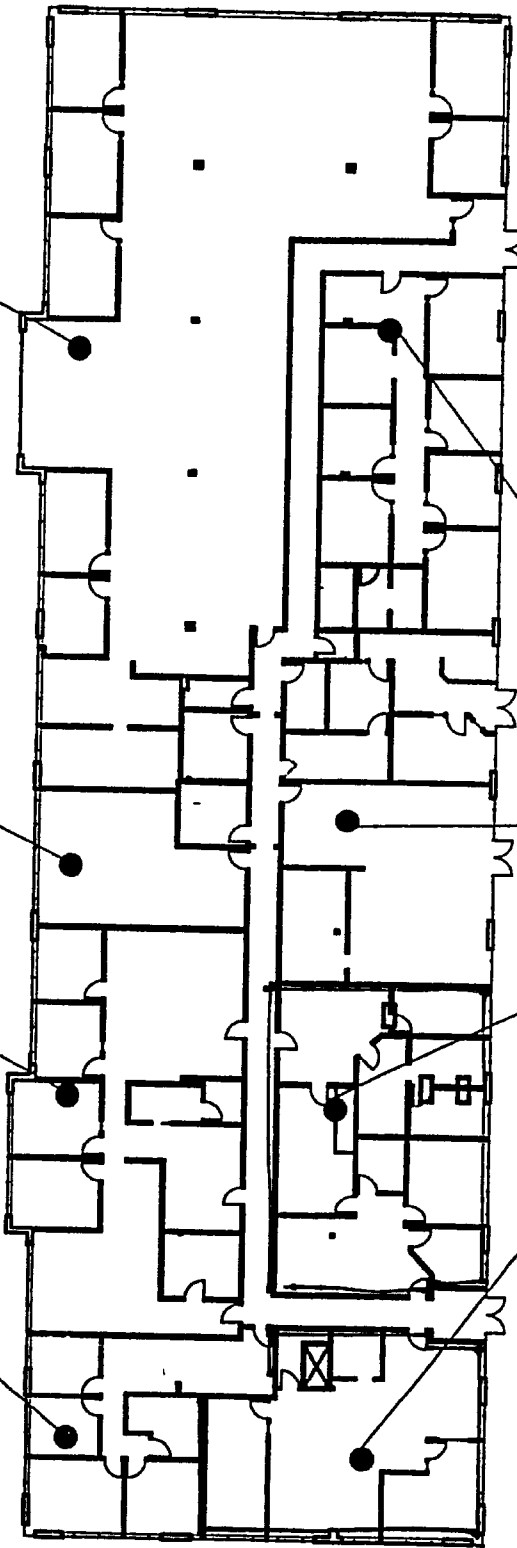
Dr.'s Neal/Blakewell
Suite #260
1,229 RSF
10/31/01

Secure Benefits Gp
Suite #205
2,772 RSF
11/30/01

Totem Cafe
Suite #250
1,317 RSF
04/30/02

Vacant
Suite #295
2,001 RSF

Sterling Electronics
Suite #290
1,579 RSF
10/31/00



Second Floor Plan
NTS



Totem Skyline Business Park
Building C

Trammell Crow Company

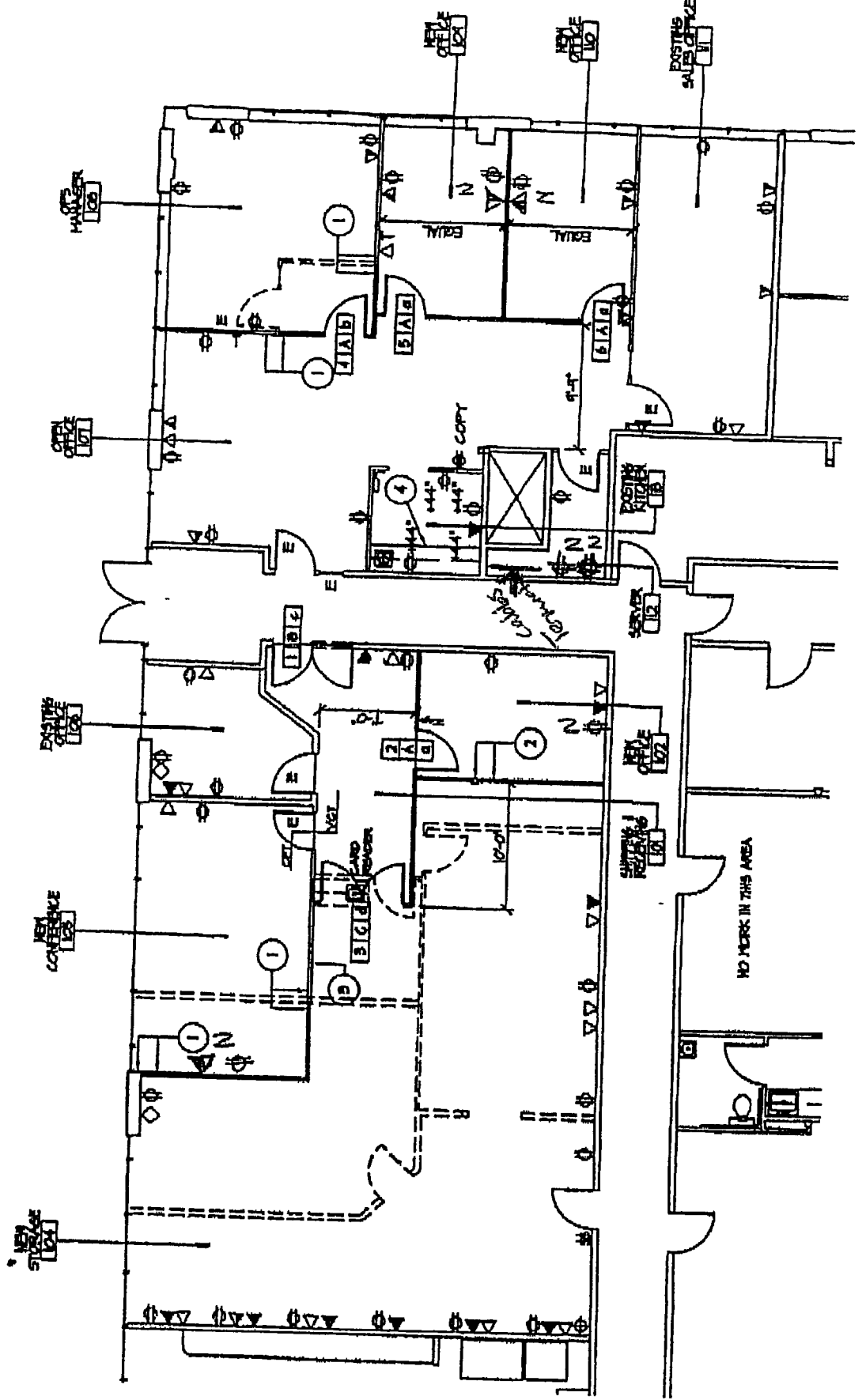
Marketing Representative:
Telephone
Fax

Peter Crohus
(425) 519-6348
(425) 454-7104

EXHIBIT B

Tenant Improvements

- ≡ duplex
- ≡ 4-pole
- ≡ dedicated outlet - 20 Amp
- ≡ dedicated phone line
- ≡ phone line
- ◇ cable line
- ⚡ combination
- pigtail for cables
- N - new



From TAMAR WEITZEL (425)825-1F45
TRAMMELL CROW COMPANY
12015 115TH AVE NE #145
KIRKLAND WA 98034



To Southern District of New York Alleg (212)668-2870
United States Bankruptcy Court
One Bowling Green, Room 534
New York, NY, 100041408

SHIP DATE 19NOV03
WEIGHT 1 LBS

Ref



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TRK # 7923 7429 9652 ^{FORM} 0201

FedEx PRIORITY OVERNIGHT

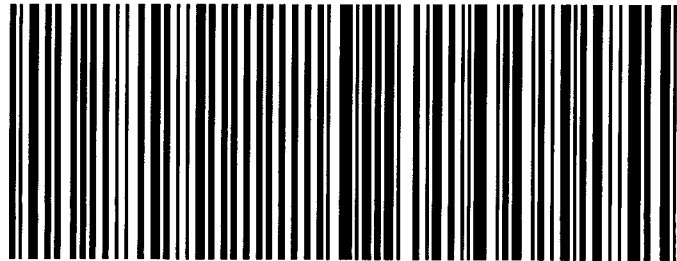
EWR

10004-NY-US

XA SXYA

THU
A1

Deliver by
20NOV03



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