

ORIGINAL

FORM B10 (OFFICIAL FORM 10)(4/01)

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
In re ALLEGIANCE TELECOM, INC , et al		Chapter 11 Case No 03-13057 (RDD) (Jointly Administered)
Name of Debtor Against Which Claim is Held Allegiance Telecom of Arizona, Inc		Case Number 03-13067 (RDD)
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 (The person or other entity to whom the debtor owes money or property) R² TOP HAT LTD		<input checked="" type="checkbox"/> 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 <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court <div style="text-align: center;"> FILED U S B C SOUTHERN DISTRICT OF NEW YORK ALLEGIANCE TELECOM, INC 03-13057 (RRD) <hr style="border-top: 1px dashed black;"/> 2051 </div>
Name and address where notices should be sent c/o Amalgamated Gadget L P its Investment Manager 301 Commerce Street Suite 2975 Fort Worth Texas 76102 Attn General Counsel with a copy to Mayer Brown Rowe & Maw LLP 1675 Broadway New York NY 10019 (212) 506-2500 Attn Nazim Zilkha Esq Monique J Mulcare Esq		
Account or other number by which creditor identifies debtor		Check here if this claim <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim dated
1 Basis for claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other		<input type="checkbox"/> Retiree benefits as defined in 11 U S C § 1114 <input type="checkbox"/> Wages salaries and compensation (Fill out below) Your SS # _____ Unpaid compensation for services performed from _____ to _____ (date) (date)
2 Date debt was incurred Please See Attachment		3 If court judgment, date obtained
4 Total Amount of Claim at Time Case Filed \$14 334 811 53 plus interest fees and expenses		
<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff) Brief description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Please See Attachment Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____		6 Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim <input type="checkbox"/> 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) <input type="checkbox"/> Contributions to an employee benefit plan 11 U S C § 507(a)(4) <input type="checkbox"/> Up to \$1950* of deposits toward purchase lease or rental of property or services for personal family or household use - 11 U S C § 507(a)(6) <input type="checkbox"/> Alimony maintenance or support owed to spouse former spouse or child - 11 U S C § 507(a)(7) <input type="checkbox"/> Taxes or penalties of governmental units - 11 U S C § 507(a)(8) <input type="checkbox"/> Other - specify applicable paragraph of 11 U S C § 507(a)(_____)
*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment		

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 U.S. BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK
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<p>7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim</p> <p>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 perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the documents are voluminous attach a summary</p> <p>9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim enclose a stamped self-addressed envelope and copy of this proof of claim</p>		THIS SPACE IS FOR COURT USE ONLY
<p>Date</p> <p>November 25, 2003</p>	<p>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> <p>R² TOP HAT, LTD By Amalgamated Gadget, L P , its Investment Manager By Scepter Holdings, Inc , its General Partner</p> <p>By <u>Robert McCormick</u> Robert McCormick, Vice President</p>	
<p>Penalty for presenting fraudulent claim Fine of up to \$500 000 or imprisonment for up to 5 years or both 18 U S C §§152 and 3571</p>		

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

In re

ALLEGIANCE TELECOM, INC , et al

Debtors

Chapter 11

Case No 03-13057 (RDD)
(Jointly Administered)

Honorable Robert D Drain

Attachment to Proof of Claim of R² Top Hat, Ltd

The undersigned, Robert McCormick, Vice President of Scepter Holdings, Inc , which is the general partner of Amalgamated Gadget, L P , which is the investment manager of R² Top Hat, Ltd (the “Claimant”), a company organized under the laws of the Cayman Islands, is duly authorized to execute and file this proof of claim (“Proof of Claim”) on Claimant’s behalf and in support thereof states as follows

1 On or about February 15, 2000, Allegiance Telecom Company Worldwide (the “Borrower”) entered into that certain Credit and Guaranty Agreement with each of the other debtors party thereto, as guarantors (collectively with the Borrower, the “Debtors”), the lenders party thereto (the “Lenders”), Goldman Sachs Credit Partners L P , as syndication agent and sole lead arranger, General Electric Capital Corporation (as successor to Toronto Dominion (Texas) Inc), as administrative agent (the “Administrative Agent”), and BankBoston, N A and Morgan Stanley Senior Funding, Inc , as co-documentation agents, that provided the Borrower with certain credit facilities in the aggregate principal amount of \$500 million, which consisted of Delayed Draw Term Loans in the aggregate principal amount of \$150 million and Revolving Credit Commitments in the aggregate principal amount of \$350 million (as amended, modified

or supplemented from time to time, the “Pre-Petition Credit Agreement”, which created the “Pre-Petition Credit Facility”)¹

2 Pursuant to the Pre-Petition Credit Agreement, Allegiance Telecom of Arizona, Inc (the “Guarantor”) unconditionally guaranteed performance of all of the Borrower’s obligations under the Pre-Petition Credit Facility, including, but not limited to, the payment in full of all principal, interest, fees, expenses and other amounts due under the Pre-Petition Credit Facility

3 On or about February 15, 2000, the Debtors also entered into that certain Pledge and Security Agreement (as amended, modified or supplemented from time to time, the “Pledge Agreement”), pursuant to which the obligations of the Debtors under the Pre-Petition Credit Facility are purportedly secured by certain liens on, and security interests in, substantially all of the assets of the Debtors. Because the Claimant believes that the Guarantor has true and correct copies of (i) the Pre-Petition Credit Agreement governing the Pre-Petition Credit Facility and (ii) the Pledge Agreement, copies of such agreements have not been annexed hereto

4 On or about November 27, 2002, the Debtors entered into that certain First Amendment to the Pre-Petition Credit Agreement (the “First Amendment”) that, inter alia, purportedly restructured the Borrower’s long-term debt. On or about August 29, 2003, the Debtors entered into that certain Second Amendment to the Pre-Petition Credit Agreement (the “Second Amendment”). Because the Claimant believes that the Guarantor has true and correct copies of the First Amendment and the Second Amendment, copies have not been annexed hereto

5 As of the date hereof, the Claimant has purchased from one or more third parties at least \$14,334,811.53 principal amount of indebtedness under the Pre-Petition Credit Facility,

¹ Capitalized terms used but not defined herein shall have the meanings given to them in the Pre-Petition Credit

which consists of \$4,350,332.59 of Delayed Draw Term Loans and \$9,984,478.94 of Revolving Loans. Thus, the total amount due and owing to Claimant under the Pre-Petition Credit Facility is at least \$14,334,811.53, plus accrued and unpaid interest, fees and expenses including, but not limited to, interest to which the Claimant may be entitled under 11 U.S.C. § 506.

6 Upon information and belief, the Administrative Agent for the Pre-Petition Credit Facility will file a proof of claim on behalf of the Lenders. Consequently, this Proof of Claim is being filed solely to preserve the Claimant's rights in the event that the proof of claim filed by the Administrative Agent is insufficient or not timely filed. The Claimant will voluntarily withdraw this Proof of Claim upon the determination that it is duplicative, in all respects, of the Administrative Agent's proof of claim, and the Administrative Agent's proof of claim is allowed in its entirety.

7 The claims set forth in this Proof of Claim are filed as secured claims, except to the extent that the value of the property subject to the liens, security interests and rights described above is insufficient to satisfy in full the amounts claimed herein. As to any deficiency claim on the amounts claimed herein, the claims set forth in this Proof of Claim are filed as general unsecured claims without prejudice to any rights the Administrative Agent and the Lenders may have pursuant to Section 1111(b) of the Bankruptcy Code.

8 No judgment has been rendered on this claim.

9 The amounts of all payments on this claim by or on behalf of the Guarantor have been credited and deducted for the purpose of making this secured Proof of Claim.

10 This claim is not subject to any setoff or counterclaim.

11 Claimant reserves the right to amend or supplement this claim from time to time hereafter as it may deem necessary and proper.

12 All notices and distributions in respect of this claim should be forwarded to

R² Top Hat, Ltd
c/o Amalgamated Gadget, L P , its Investment Manager
301 Commerce Street, Suite 2975
Fort Worth, Texas 76102
Attn General Counsel

With a copy of all notices to

Mayer, Brown, Rowe & Maw LLP
1675 Broadway
New York, New York 10019
(212) 506-2500
Attn Nazim Zilkha, Esq
Monique J Mulcare, Esq

13 This Proof of Claim is filed under compulsion of the bar date applicable in these cases, pursuant to Federal Rule of Bankruptcy Procedure 3003, and is filed to protect the Claimant from forfeiture of claims by reason of said bar date. The filing of this Proof of Claim is not and should not be construed to be (i) a waiver or release of the Claimant's rights, claims or defenses against any property or against any other entity or person liable for all or part of any claim described herein, whether an affiliate of the Guarantor, an assignee, guarantor or otherwise, (ii) a consent by the Claimant to the jurisdiction of this Court for any purpose other than with respect to this Proof of Claim, (iii) a waiver of any right of subordination in favor of the Claimant, (iv) an election of remedy which waives or otherwise affects any other remedy of the Claimant, (v) a waiver or release of any rights which the Claimant may have to a jury trial, (vi) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or any other proceedings which may be commenced in these cases against or otherwise involving the Guarantor, including, without limitation, any adversary proceeding that was or may be commenced by any party or committee in these cases, or (vii) a waiver of any past, present or future defaults (or events of default) by the Guarantor or

others in connection with the Pre-Petition Credit Agreement or any additional claims or other rights the Claimant may have against the Guarantor

Dated November 25, 2003

R² TOP HAT, LTD

By Amalgamated Gadget, L P , its Investment Manager

By Scepter Holdings, Inc , its general partner

By Robert McCormick
Robert McCormick, Vice President