
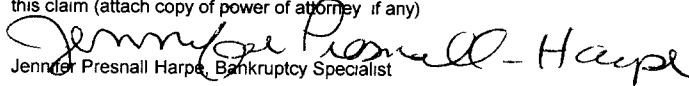


<b>UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK</b>		<b>PROOF OF CLAIM</b>
Name of Debtor <b>Allegiance Telecom Inc</b>		Case Number <b>03-13057</b>
NOTE this form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		<b>FILED</b> <b>U.S.B.C. SOUTHERN DISTRICT OF NEW YORK</b> <b>ALLEGIANCE TELECOM, INC</b> <b>03-13057 (RRD)</b> <b>2536</b>
Name of Creditor (The person or other entity to whom the debtor owes money or property)  <b>IOS Capital</b>	<input type="checkbox"/> Check box if you are <del>not</del> <b>ALLEGIANTELECOM, INC</b> or 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 checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	<b>THIS SPACE IS FOR COURT USE ONLY</b>
Name and addresses where notices should be sent  <b>IOS Capital Bankruptcy Administration P O Box 13708 Macon GA 31208 3708</b>	Telephone Number <b>800 480 6513</b>	
Account or other number by which creditor identifies debtor <b>441281-95546A</b>	Check here if this claim <input type="checkbox"/> replaces a previously filed claim dated <u>6/23/03</u> <input checked="" type="checkbox"/> amends	
<b>1 Basis For Claim</b> <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>Executory Contract/ Unexpired Lease</u>		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages salaries and compensation (fill out below) Your SS# _____ Unpaid compensation for services performed From <u> / / </u> to <u> / / </u> (date) (date)
<b>2 Date debt was incurred</b> <u>5/25/02</u>	<b>3 If court judgment, date obtained</b>	
<b>4 Total Amount of Claim at Time Case Filed</b> <u>\$ 6018 65</u>		<b>REC'D DEC 16 2003</b>
If all or part of your claim is secured or entitled to priority also complete Item 5 or 6 below		
<input 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.		
<b>5 Secured Claim</b> <input 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 type="checkbox"/> Other _____ Value of Collateral \$ _____  Amount of arrearage and other charges at time case filed included in secured claim if any		<b>6 Unsecured Priority Claim</b> <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 \$4 300) * 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 \$1 950* 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 a spouse former spouse or child 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other Specify applicable paragraph of 11 U.S.C. § 507(a)(_____)
<b>7 Credits</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		Allegiance Claim  02622
<b>8 Supporting Documents</b> 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.		DEC 12 12 11 2003
<b>9 Date-Stamped Copy</b> To receive an acknowledgment of the filing of your claim enclose a stamped self addressed envelope and copy of this proof of claim.		
Date <b>12/8/03</b>	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)  Jennifer Presnall Harpe, Bankruptcy Specialist	
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		

**IOS Capital**

Bankruptcy Administration  
P O Box 13708  
Macon GA 31208-3708  
Phone 1-800-480-6513  
Fax 478-471-2394

CLASSIFICATION OF CLAIM

**Debtor** Allegiance Telecom Inc  
**Chapter** 11  
**Date Filed** 5/14/2003  
**Case #** 03-13057

**Lease #** 441281-95546A  
**Effective Date** 5/25/2002  
**Equipment** Canon IR5000 MPL19769

<b>UNSECURED NONPRIORITY CLAIM</b>	Pre-petition	\$	120 41
	Rejection Damages	\$	5,898 24

<b>TOTAL</b>			<b>\$ 6,018 65</b>
--------------	--	--	--------------------

Class # 1049555

IOSCapital™

Lease Agreement Number 95546A

Thank you for choosing IKON! This lease agreement ( Lease ) has been written in clear easy to understand language Please take time to review the terms When we use "you or your", we are referring to you, our Customer When we use "IKON we are referring to IKON Office Solutions Inc which is the equipment supplier and one of the largest distributors of office solutions in the world When we use we us our or IOS Capital we are referring to IOS Capital Inc the wholly-owned captive finance subsidiary of IKON Our principal corporate office is located at 1738 Bass Road, Macon GA 31210

CUSTOMER INFORMATION

Customer Billing Contact Accounts Payable  
Full Legal Name Alligiance Telecom, Inc  
6665 Greenwood Drive  
San Diego, CA 92122  
City County State Zip

Phone 469 259 8269  
(ext) Fax  
9201 N Central Expressway  
Customer Billing Address (if different)  
Dallas, TX 75231  
City County State Zip

EQUIPMENT DESCRIPTION

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
1	CANON 5000		
1	Finisher FI		

Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Lease Term <u>36</u> (months)	Payment Due (check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Step (see attached)	Payment Without Sales Use and Property Tax <u>\$322.00</u>	Advance Payment \$ _____ (Tax Incl d) by Check # _____ <input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other
---	--	---	--

ADDITIONAL PROVISIONS (if any) are Contact person for Dell  
\* Tiana GAINES TEL# - 858-404-6000

Sales Tax Exempt  YES (Attach Exemption Certificate) Customer Billing Reference Number (P O # etc) \_\_\_\_\_

Addendum(s) attached  YES (check if yes and indicate total number of pages) \_\_\_\_\_

TERMS AND CONDITIONS

- Lease Agreement You agree to lease from us the equipment ( Equipment ) listed above THIS LEASE IS UNCONDITIONAL AND NON CANCELABLE Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Lease You agree this Lease is for the entire lease term indicated above You also agree that the Equipment will be used solely for business purposes and not for personal, family or household purposes and the "Customer Location" is a business address Our acceptance of this Agreement, when given is indicated by our signature
- Location of Equipment You will keep the Equipment at the customer location specified above You must obtain our written permission which will not be unreasonably withheld, to move the Equipment With reasonable notice you will allow us or our designee to inspect the Equipment (The terms and conditions set forth on the reverse side of this page are hereby incorporated herein by reference)

AUTHORIZED SIGNER THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO

X Kenneth C Close Date 4/11/2002 Ken Close VP of RG  
(Authorized Signer Signature) (Authorized Signer's Printed Name) (Authorized Signer's Title)

PERSONAL GUARANTY In consideration of IOS Capital s entering into the above Agreement I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Agreement when they are due and that the Customer will perform all other obligations under the Agreement fully and promptly I also agree that IOS Capital may modify the Agreement or make other arrangements with the Customer and I will still be responsible for those payments and other obligations under the Agreement I agree that IOS Capital need not notify me of any default under the Agreement and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event I will pay all amounts due under the terms of the Agreement In addition I will reimburse IOS Capital for any costs or reasonable attorney fees incurred in enforcing its rights This continuing guaranty is a guaranty of payment and not of collection I CONSENT TO THE VENUE AND NON EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY

JUN 26 2002

X \_\_\_\_\_ Date \_\_\_\_\_ Home Address \_\_\_\_\_  
Guarantor Signature  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
(Printed Name of Guarantor Do Not Include Title) Home Phone ( ) \_\_\_\_\_ SSN \_\_\_\_\_  
[Tear on perforation]

DELIVERY AND ACCEPTANCE With respect to Lease Agreement No \_\_\_\_\_ ( Lease ) between IOS Capital Inc and \_\_\_\_\_ as customer ( you") you hereby certify that each item of equipment described on such Lease Agreement has been delivered, installed and accepted and you agree that each such equipment is in good condition and satisfactory for all purposes of the Lease Agreement

X \_\_\_\_\_ Date \_\_\_\_\_  
Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_

- 3 **Ownership of Equipment Assignment** We are the sole owner and title holder to the Equipment. You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign any of our interests without notice to you. In that event the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims, defenses or set offs that you may have against us. If you have entered into a maintenance service or supply agreement with IKON, such agreement will remain in full force and effect with IKON and will not be affected by any such assignment.
- 4 **Taxes and Filing Costs** In addition to the payments under this Lease, you agree to pay all taxes, fees, and filing costs related to the use of the Equipment, even if billed after the end of the term of this Lease. If we are required to file and pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you.
- 5 **UCC Filing** To protect our rights in the Equipment in the event this Lease is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Lease as a financing statement and appoint us or our designee as your attorney in fact to execute and file on your behalf financing statements covering the Equipment. At our request, you will sign and deliver such documents for filing purposes.
- 6 **Warranties** We transfer to you, without recourse for the term of this Agreement, any warranties made by the manufacturer with respect to the Equipment. Since we are a finance company and neither the manufacturer nor the distributor of the Equipment, WE MAKE NO WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE.
- 7 **Maintenance of Our Equipment and Agency** You agree to install (if required) use and maintain the Equipment in accordance with manufacturers or IKON's specifications and to use only those supplies which meet such specifications. You will keep the Equipment in good condition, except for ordinary wear and tear. If you have contracted for maintenance and support activities from IKON regarding the Equipment, IKON alone is responsible for all of those services. IKON and IOS Capital are not agents for each other.
- 8 **Indemnity, Liability and Insurance** (a) The parties to this Lease will indemnify, defend and hold each other harmless from all losses, damages, claims, suits and actions (including court costs and reasonable attorneys' fees) ("Claims") arising out of any breach of this Lease except to the extent caused by the negligence or intentional acts or omissions of the other. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are fully responsible for any Claim or other damage, injury or loss caused by (or to) the Equipment or other property resulting from the use, misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons when the damage or injury is caused exclusively by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment and will name us as an additional insured and loss payee on your insurance policy. If you fail to provide evidence of insurance reasonably satisfactory to us, you authorize us to obtain coverage on your behalf and you agree to pay for this coverage. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Lease until the payment obligations are fully satisfied.
- 9 **Renewal and Return of Equipment** After the minimum term or any extension, this Lease will renew on a month-to-month basis unless you notify us in writing at least 30 days prior to the expiration of the minimum term or extension. You must pay any additional payments due until the Equipment is returned by you and is received in good condition and working order by us or our designees. IKON will bear shipping charges so long as replacement Equipment is selected from IKON.
- 10 **Lease Payments** Payments will begin on the delivery date. You agree to pay us each payment when it is due, and if any payment is more than 10 days late, you agree to pay a late charge of 5% or \$5 (whichever is greater) but not to exceed the maximum amount allowed by applicable law on the overdue amount. You also agree to pay \$25 for each check returned for insufficient funds or any other reason.
- 11 **Default** IF YOU DO NOT PAY ANY AMOUNT WHEN IT IS DUE OR BREACH ANY OTHER TERM OF THIS LEASE, YOU ARE IN DEFAULT. IF YOU DEFAULT, WE HAVE THE RIGHT TO EXERCISE ANY AND ALL LEGAL REMEDIES AVAILABLE TO US BY APPLICABLE LAWS, INCLUDING ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A AGAINST US (BUT NOT AGAINST THE MANUFACTURER, ANY VENDOR OF THE EQUIPMENT OR IKON). Additionally, we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Lease present valued at the discount rate of 6% to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Lease. We may repossess the Equipment and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorney fees and any cost associated with any action to enforce this Lease. This action will not void your responsibility to maintain and care for the Equipment, nor will IKON be liable for any action taken on our behalf. Default also includes your becoming insolvent, your assignment of assets for the benefit of creditors, your filing for bankruptcy protection or failure of the guarantor to honor its commitment. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice at a public or private disposition and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
- 12 **Business Agreement and Choice of Law** YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE IN WHICH OUR PRINCIPAL CORPORATE OFFICE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT.
- 13 **No Waiver or Set off** You agree that our delay or failure to exercise any rights does not prevent us from exercising them at a later time. If any part of this Lease is found to be invalid, then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND ARE NOT SUBJECT TO SET OFF OR REDUCTION.
- 14 **Entire Agreement, Delivery & Acceptance Certificate, Vendor Contract** This Lease represents the entire agreement (including addendums referenced on the face of this Lease which are signed and attached) between us and you. Neither of us will be bound by any amendment, waiver or other change unless agreed to in writing and signed by both. Any purchase order or other ordering documents will not modify or affect this Lease, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You agree to sign and return to us a delivery and acceptance certificate within three business days after any Equipment is delivered. You agree that either (a) you have reviewed, approved, and received, a copy of the equipment supplier contract covering the Equipment we acquired from the equipment supplier, or (b) that we have informed you by this writing of the identity of the equipment supplier, that you may have rights under the equipment supplier contract, and that you may contact the equipment supplier for a description of those rights.
- 15 **Counterparts, Facsimiles** This Agreement may be executed in counterparts. The counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile, the facsimile copy as received by us shall be binding against you as if it were manually signed. However, no facsimile or other version of this Agreement shall be binding against us until manually signed by us. You agree to deliver the facsimile version of any counterpart of this Agreement with your original signature upon our request.

Accepted by IOS Capital Inc.

JUL 01 2002

Name \_\_\_\_\_ Authorized Signer \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_ Lease Agreement 5 01

*[Handwritten Signature]*