

UNITED STATES BANKRUPTCY COURT <u>Southern</u> DISTRICT OF <u>New York</u>		PROOF OF CLAIM
Name of Debtor <u>Allegiance Telecom</u>	Case Number <u>03-13057 (RDD)</u>	<div style="font-size: small;">U.S.C. SOUTHERN DISTRICT OF NEW YORK</div> <div style="font-size: x-small;">ALLEGIANCE TELECOM, INC</div> <div style="font-size: x-small;">MAR 11 2004</div> <div style="font-size: x-small;">2707</div> <div style="font-size: x-small;">REC'D MAR 11 2004</div>
<small>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 USC § 503.</small> FILED		
Name of Creditor (The person or other entity to whom the debtor owes money or property) <u>Dawn Golden</u>	<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.	
Name and address where notices should be sent <u>1710 Cypress St</u> <u>Brentwood CA 94513</u>	Telephone number <u>925 998 2483</u>	
Account or other number by which creditor identifies debtor		Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated _____
1 Basis for Claim <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 type="checkbox"/> Other _____		
<input type="checkbox"/> Retiree benefits as defined in 11 USC § 1114(a) <input checked="" type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS # <u>0058</u> Unpaid compensation for services performed from <u>10/20/03</u> to <u>02/10/04</u> <div style="text-align: center; font-size: x-small;">(date) (date)</div>		
2 Date debt was incurred <u>Ongoing from 10/03 - 02/04</u>		3 If court judgment, date obtained
4 Total Amount of Claim at Time Case Filed \$ <u>3,395.71</u> (unsecured) <u>4,650 -</u> (secured) <u>8,045.71</u> (priority) (Total) <small>If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.</small> <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.		
5 Secured Claim <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 \$ _____	7 Unsecured Priority Claim <input checked="" type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ <u>4,650 -</u> Specify the priority of the claim: <input checked="" 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 USC § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 USC § 507(a)(4) <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease or rental of property or services for personal, family, or household use 11 USC § 507(a)(6) <input type="checkbox"/> Alimony, maintenance or support owed to a spouse, former spouse, or child - 11 USC § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units 11 USC § 507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 USC § 507(a)(____) <small>*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.</small>	
6 Unsecured Nonpriority Claim \$ <u>3,395.71</u> <input checked="" type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or c) none or only part of your claim is entitled to priority.		
8 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
9 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.		<div style="border: 2px solid black; padding: 10px; font-size: large; font-weight: bold;">RECEIVED</div> <div style="font-size: large; font-weight: bold;">MAR - 1 2004</div> <div style="font-size: small;">U.S. BANKRUPTCY COURT SO. DIST. OF NEW YORK</div>
10 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.		
Date <u>2/25/04</u>	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). <u>Dawn Golden</u> / Dawn Golden	



In reference to
Allegiance Telecom
9201 Central Expressway
Dallas, TX 75231
Bankruptcy CHPT 11 NY 5-14-03 #03-13057 (RDD)

Below I have listed the reasoning for my claim against Allegiance Telecom

First I am claiming the amount \$6492.03 total due in commissions that I never received. I sold phone lines out side of my service area during a promotion that the company was having, along with everyone else in my office. We were given lists of current customers threw out the united states that used our internet services by our manager so that we were able to contact all existing customers and offer them a special new rate on our internet services. I sold these lines on the instruction of our City Vice President and Manager. In our commission plan it gives us a rate for our sales "Within Assigned Territory" and "Out of Territory". So it clearly tells us there is nothing wrong with selling out of our territory but our Regional Vice President came in and took all of our lines and assigned them to the "house account" in each of the cities that we sold the lines. When lines go to the "house account" nobody in the office gets paid for these lines, just the line count goes to the City Vice President of the office. So in turn nobody got paid for any of these lines that were sold. I have included a breakdown below on how I received the totals that I felt I should have received for selling these lines. I have also included documentation showing that everything I have stated in this claim regarding the commissions is fair and true. Also included in the following documents are copies of the paperwork for all of these orders.

Secondly, I have included the amount of \$1000 for bonuses. Allegiance had a promotion going on for all employees called "operation rejuvenation". This promotion stated that if an AE reached 75 lines they received a \$750 bonus if they if they sold 100 lines then we received a \$1000 bonus. This promotion was supposed to end on December 31st, 2003. However we were instructed by our City Vice President and Manager that this promotion was extended for all employees threw the end of January.

Thirdly, I have included an amount of \$553.68 due in overtime that I have never been compensated for. I started on October 20, 2003. From my start date on October 20, 2003 until February 10th, 2004 (80 days) we were forced to stay from 5:00 P.M. until at least 5:30 P.M. everyday for a nightly meeting. We were supposed to be off of work at 5:00 P.M., and have never been compensated for this overtime.

This is a total of \$8,045.71

On the next page I have included a breakdown for my figures. And on the pages following you will find all of the written documentation from Allegiance Telecom that shows all of the facts stated above are true.

The breakdown for my claim is as follows.

For the 1st month commissions we receive \$10 00 for our base line payment plus we receive \$3 00 PIC fee totaling \$13 00 a line

1st Month Commission - 182 Lines at \$13 00 a line = \$2366 (commission) x 140% (accelerator) = \$3312 40

2nd month revenue commissions I got my breakdown with the following information I had 4 deals at the 512k internet speed which is \$339 95 a month and I had 21 deals at the 1 024K internet speed which is \$439 95 a month Our commission plan states we receive 30% of the revenue generated

2nd Month Commission – \$339 95 x 4 (deals) = \$1359 80, \$439 95 x 21 (deals) = \$9238 95

\$1359 80 + \$9238 95 = \$10,598 75

\$10,598.75 x 30% = \$3179.63

Bonus – \$1000 00

Overtime - \$15.38 an hour Time and a half would = \$23.07 30 minutes of overtime for 80 days = 24 hours x \$23.07 = \$553.68

If any additional information is necessary please contact me at 925-998-2483 or via e-mail at dgolden212@yahoo.com



allegiancetelecom, inc.

One source for business telecom™

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630/522 5200 phone
630/522 5204 fax

October 16 2003

Dawn Golden
1710 Cypress St
Brentwood CA 94513

Dear Dawn

On behalf of Allegiance Telecom, Inc , I am pleased to offer you the position of Account Executive in our Oakland Sales office This will be a very exciting and challenging opportunity in an expanding business environment, and your dedicated efforts will help us all to make it successful and rewarding as well

The material terms of the offer are set forth below

Official Start Date	October 20 2003
Salary	\$1,230 77/bi-weekly
	Exempt
Automobile Allowance	\$115 39/bi-weekly
Reports To	Eddy Castillo

Employment is offered to you on an at will basis which means that it may be terminated diminished or otherwise changed at any time with or without cause and with or without notice Nothing herein, or in any communicator leading to an offer may be construed as a promise of employment for a definite period of time All employees of the Company must comply with Company policies and specifically all employees must agree to and sign those policies requested by the Company as a condition to employment As an Account Executive you will be required to complete the training elements provided by the Company This is a condition of employment **The offer of employment set forth herein can be revoked at any time by the Company upon reasonable grounds (which shall include, among other things, a determination by the Company that your application for employment was inaccurate or misleading)**

In the event that you use your own vehicle for company business you must have a valid drivers license and must retain the minimum vehicle insurance coverage mandated by the state in which you reside and work Failure to comply with this requirement will result in your immediate termination

Allegiance does not allow its employees to use, or to bring with them in any form trade secrets or other information that is proprietary to any former employer By signing below you confirm to us that you will comply with that policy We also require that you confirm by your signature that your acceptance of this position and performance of your job for Allegiance, will not violate any agreements you have signed with any former employer including any non-competition, nondisclosure agreements or non-solicitation agreements

Appraisals and merit reviews are given annually and are based on performance Details regarding vacation, floating holidays and medical leave will be outlined in the employee guide which is included in your new hire package As an additional part of your compensation you will have the option of coverage under the Company's group medical, dental and life insurance plans Information on these plans is enclosed **Your insurance benefits will be active on December 1, 2003**

Please confirm your acceptance of this offer by signing one of the two enclosed original letters and returning it to me Also please complete the enclosed form(s) and return them along with your signed offer letter The references herein to the Allegiance Telecom of California apply to the Allegiance Telecom subsidiary that is qualified to do business in the state where your Allegiance Telecom office is located

I look forward to working with you and anticipate an enjoyable and mutually beneficial relationship This offer is valid until close of business October 20 2003

Sincerely

Linda Robinson
Sr Manager Human Resources

Dawn Golden

Date

**Allegiance Telecom
2003 - 2004 Incentive Compensation Plan
Effective December 1, 2003**

Field Sales (AE, Sr AE, MAM, Sr MAM)

Plan Overview Designed to attract, retain, and motivate high achievers in these positions employed by the Company, payouts under this incentive Plan are closely matched to both sales performance and individual contribution

Plan Objectives The objectives of this plan are to reward achievement of defined objectives, both financial and nonfinancial, with specified accounts, and to support the development of the skills required for success in these positions

Purpose This document presents the 2003 -2004 Incentive Compensation Plan for the above named positions within the company This incentive plan is not intended to, nor may be construed to provide any guarantees of employment to any plan participant for any period of time

On May 14, 2003, Allegiance Telecom, Inc and its direct and indirect subsidiaries, each filed voluntary petitions for reorganization pursuant to Chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") and Allegiance is currently operating its business and managing its property as a debtor-in-possession Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Company is authorized to enter into and perform under post-petition agreements in the ordinary course business

Allegiance Telecom, Inc , on behalf of itself and its subsidiaries, (the "Company") establishes the following criteria for bonus/ commission payments for the positions of Account Executive ("AE"), Senior Account Executive, ("Sr AE"), and Major Account Manager ("MAM") and Senior Major Account Manager ("Sr MAM"), with an Effective Date of December 1, 2003 for all sales keyed into Consolidated Order Entry (COE) beginning on December 1, 2003

A transition period shall be established for commissions paid for the months of December 2003 and January 2004 During this transition period, commissions shall be calculated under both the terms of the Plan effective February 1, 2003 and the Plan effective December 1, 2003 and the Sales Representative shall be paid the higher amount of Commissions calculated under both Plans Any products Installed after January 31, 2004 will be paid under the terms of the Plan effective December 1, 2003 AE's that are earning residual commissions for services installed under the compensation plan effective in February 1, 2003 will continue to receive residual commissions on those services only Any services sold by AEs under the terms of this plan will not be eligible for residual commissions

The undersigned hereby agrees that this document constitutes the Compensation Plan beginning December 1, 2003 and accepts the terms stated herein. The references herein to Allegiance Telecom apply to the Allegiance Telecom subsidiary that is qualified to do business in the state where your Allegiance Telecom office is located.

Employee _____

Employee Name Printed _____

Employee Address _____

Date _____

Incentive Plan Document Sections

The Incentive Plan document is presented in the following sections

Section	Description
1	Plan Framework
2	Plan Specific Elements
3	Employee Responsibilities
4	Compensation
5	Additional terms and Conditions
6	Plan Modifications

Section 1 Plan Framework**Monthly NET SALES QUOTA = LINES (IN COE)**

	AE	Sr AE	MAM/Sr MAM
Net Lines Sold	55	75	100

Quota ramp for newly hired AE's

Quota Ramp provided for newly hired AEs	AE Quota
Month 1 (net line sales)	30
Month 2 (net line sales)	40
Month 3 and beyond (net line sales)	55

Month one of the Quota Ramp shall begin in the month where a new AE's hire date is before the 16th calendar day of the month

PRODUCT INSTALLATION COMMISSIONS

The following schedule identifies the rates paid for Product Installation Commissions

		Sr AE	MAM/ Sr MAM	Notes
		\$10 00	\$13 00	
				Only one modifier applies per line
Within Assigned Territory	+ \$5 00	+ \$5 00	+ \$5 00	
		+/- \$0 00	+/- \$0 00	
UNEPA or Resale	- \$5 00	- \$5 00	- \$5 00	
Premium Colors	+ \$10 00	+ \$10 00	+ \$10 00	Special Colors Determined Quarterly
Incremental Payments				
Inter-Lata and Intra-Lata PICs (per PIC)	+ \$3 00	+ \$3 00	+ \$3 00	Applies per PIC
"You Choose" Feature Packages	+ \$3 00	+ \$3 00	+ \$3 00	Applies per Feature Package
Voice Mail Box	+ \$1 00	+ \$1 00	+ \$1 00	Excludes Transfer Boxes
Early Booking Bonus				
Per Line Entered into COE on or before 15th of Month	+ \$2 00	+ \$2 00	+ \$2 00	Applies to Line Payments Only

ACCELERATOR/DECELERATOR SCHEDULE

The following schedule identifies the accelerator/decelerator that will be applied to the Product Installation Commissions AND the Residual Revenue Payments discussed later in this Plan

AE		Sr AE		MAM/Sr MAM	
<u>Quota Attainment</u>	<u>Factor</u>	<u>Quota Attainment</u>	<u>Factor</u>	<u>Quota Attainment</u>	<u>Factor</u>
0 to 49.99 Percent	0%	0 to 49.99 Percent	0%	0 to 49.99 Percent	0%
50 to 79.99 Percent	60%	50 to 79.99 Percent	70%	50 to 79.99 Percent	80%
80 to 99.99 Percent	80%	80 to 99.99 Percent	90%	80 to 99.99 Percent	100%
100 to 109.99 Percent	100%	100 to 109.99 Percent	110%	100 to 109.99 Percent	130%
110 to 119.99 Percent	110%	110 to 129.99 Percent	125%	110 to 119.99 Percent	140%
120 to 149.99 Percent	120%	130 to 149.99 Percent	140%	120 to 139.99 Percent	150%
150 Percent or Greater	140%	150 Percent or Greater	150%	140 Percent or Greater	160%

In cases where the sales representative achieves less than 50% of quota, no Product Installation or Residual Revenue Payments will be made

PAYMENT EXAMPLES

Example 1 In a given month, a Sr AE sells 75 lines in his/her assigned territory, and 30 lines in a Premium Colo. 50 of the lines sold have Allegiance as the provider of inter and intra-lata toll. The Product Installation Commission, and would be calculated as follows:

<u>Quantity</u>	<u>Product/Service</u>	<u>Base Payment</u>	<u>In Territory</u>	<u>Premium Colo</u>	<u>Total Unit Payment</u>	<u>Pre-Accelerator Payment</u>
75	Lines in-Territory	\$10.00	\$5.00	NA	\$15.00	\$1,125.00
30	Lines in Premium COLO	\$10.00	NA	\$10.00	\$20.00	\$600.00
50	Inter-Lata PICs	\$3.00	NA	NA	\$3.00	\$150.00
50	Intra-Lata PICs	\$3.00	NA	NA	\$3.00	\$150.00
Total Product Install Commissions before Accelerator/Decelerator						\$2,025.00
Accelerator @ 140% of Quota (105 lines/75 Line Quota)						140%
Total Product Installation Commissions after Accelerator/Decelerator						\$2,835.00

Example 2 In a given month, a MAM sells 50 lines in-territory, and 25 lines of UNE-P. 30 of the lines have Allegiance selected as the provider of inter and intra-lata toll. 30 of the lines were entered into COE before the 15th of the month. The Product Installation Commissions would be calculated as follows:

<u>Quantity</u>	<u>Product/Service</u>	<u>Base Payment</u>	<u>In Territory</u>	<u>UNE-P</u>	<u>Total Unit Payment</u>	<u>Pre-Accelerator Payment</u>
50	Lines in Territory	\$13.00	\$5.00	NA	\$18.00	\$900.00
25	UNE-P Lines	\$13.00	NA	-\$5.00	\$8.00	\$200.00
30	Inter-Lata PICs	\$3.00	NA	NA	\$3.00	\$90.00
30	Intra-Lata PICs	\$3.00	NA	NA	\$3.00	\$90.00
30	Lines entered before the 15th	\$2.00	NA	NA	\$2.00	\$60.00
Total Before Accelerator/Decelerator						\$1,340.00
Accelerator @ 75% of Quota (75 lines/100 Line Quota)						80%
Total Payment After Accelerator/Decelerator						\$1,072.00

Example 3 In a given month, an AE on full quota sells 20 total lines. All 20 lines are in-territory and with both inter and intra-lata PICs. The AE would receive no Product Installation Commissions on these lines or PICs because the AE is below 50% of quota.

SECOND MONTH REVENUE COMMISSIONS

AEs, Sr AEs, MAMs and Sr MAMs will be eligible to receive **thirty percent (30%)** of the Commissionable Revenue generated from the Second Invoice Cycle.

RESIDUAL REVENUE PAYMENTS

Sr AE's, MAMs and Sr MAMs will be eligible to receive a percentage of the Commissionable Revenue associated with the products/services that they sold, beginning with the third invoice cycle for those products/services. Residual revenues shall only be paid on products/services associated with Accounts that are in good standing (Accounts not suspended or terminated for non-payment). The base Residual Revenue Payment Percentages are as follows:

	<u>AE</u>	<u>Sr AE</u>	<u>MAM/Sr MAM</u>
Base Residual Revenue %	0.00%	2.75%	3.50%

Revenues for Resale and UNE-P services are not eligible for Residual Revenue Payments.

Residual Revenue Payments will be multiplied by the appropriate accelerator/decelerator factor based on the sales representative's quota achievement.

Example In the month of March, a MAM achieves 100% of his/her quota. In March, the MAM has a total of \$50,000 in revenue that is eligible for Residual Revenue Payments. The Residual Revenue Payment would be calculated as follows:

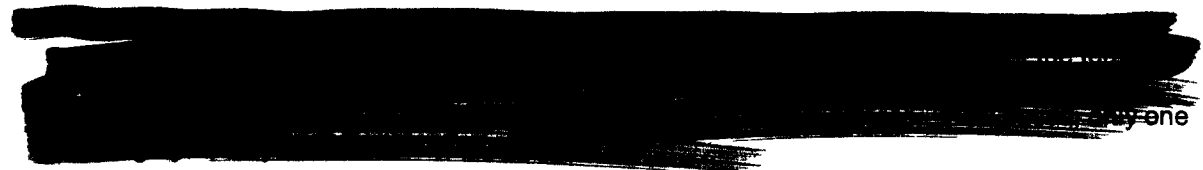
Eligible Revenue	\$50,000
Times Base Percentage	3.50%
Times Accelerator/Decelerator Factor	130%
Equals Residual Revenue Payment	\$2,275.00

While AEs will not qualify for Residual Revenue Payments under this Plan, the company shall track the revenue from services sold by the AE, and those revenues shall be eligible for Residual Revenue Payments when the AE is promoted to Sr AE or MAM.

A maximum of \$10,000 per month will apply to Residual Revenue Payments.

Section 2 Plan Specific Elements

- 1 Product Installation Commissions are not earned until the commissionable products/services have been placed into service defined as “Installed” Such “Installed” shall be determined by tracking the customer order via COE or other methods that the Company determines are most appropriate, and the Company’s determination shall be final Product Installation Commissions will be paid at the end of the month following confirmation that the commissionable products/services have been installed In other words, Product Installation Commissions will be paid one month in arrears – for example, if the install occurs on February 1, 2004, the Product Installation Commission will be paid on March 31, 2004
- 2 Product Installation Commissions will be adjusted based on the percent of quota achieved in the month that the product or service was sold For example, if an AE has 60 net lines sold in June, then the following Accelerator/Decelerator factor would apply once the lines have been installed Actual Sales (60)/Quota (55) equals 109% of quota attained Based on 109% of Quota attained, the Factor would be 100% (see examples earlier in the Plan)
- 3 The Line/Unit Value to be used to calculate Line Installation Payments shall be determined by the Company, in its sole discretion In the case of Internet DS3’s, a specific value will be assigned to each product configuration to be calculated by dividing the Monthly Recurring Revenue (MRC) for the product sold by \$41.00 For example, an Internet DS3 with a total MRC of \$4,100.00 would have a line value of 100



- 5 The Early Booking Bonus will be paid for lines entered into COE on or before the 15th calendar day of the month In cases where the 15th falls on a weekend, the deadline will be extended to the following Monday
- 6 The following rules shall govern when a line sold is considered to be “in-territory”
 - In cases where a sale is made to a prospect that is for a lead assigned via the SPS/PAL system, but outside of the assigned territory, the in-territory premium shall be paid
 - For multi-location sales, the in-territory premium shall be paid, provided the account is reflected as a multi-location account at the time the services are installed, and at least one of the locations is within the assigned Territory If a single location is sold outside of the assigned territory, and additional locations are added at a later date, the commissions already paid will not be modified
 - In cases where a territory assignment is changed (including, but not limited to assignment to a new territory, or by changes to territory definitions), determination of whether or not to pay the in-territory premium will be based on the sales representative’s territory assignment on the first calendar day of the month during which the commissionable product or service entered in COE

Territories may be modified from time to time at the sole discretion of the Company Sales Reps in markets that have only one territory will be assumed to be “in-territory”

- 7 Payment for the InterLata or IntraLata PICs for any applicable InterLata plan shall require that the Customer sign up for any applicable minimum monthly InterLata Toll billing charges and/or minimum term associated with the Commitment plans

- 8 In cases where sales representative is reassigned to a different selling position (AE, Sr AE, MAM, Sr MAM, or Field Sales Manager), the commission rates for Product Installation Commissions, Second Month Revenue Commissions, and Residual Revenue Payments, if any, will be based on position that the individual is in as of the first day of the month in which the commissionable product or service was entered in COE
- 9 Quota attainment shall be determined by determining the sales representatives net sales as of the eighth calendar day of the month following the month for which quota attainment is being calculated. For example, quota attainment for the month of January will be determined based on the net sales reflected for January on the 8th day of February
- 10 Residual Revenue Payments will be adjusted based on the percent of quota achieved in the month for which such payments are being calculated. For example, if a Sr AE has 80 net lines sold in June, the following accelerator would be applied to the Residual Revenue Payment for June: Actual Sales (80)/Quota (75) equals 107% of Quota attained. Based on 107% percent of Quota attained, the Factor would be 110% (see examples earlier in plan)
- 11 Lines or services sold to customers at no charge, as a part of a promotional offer shall not qualify for product installation commissions. For example, the four lines associated with the "Double Your Speed" internet upgrade promotion would not qualify for line installation payments
- 12 Sales Representatives may be eligible for payments under this plan when the sales representative is identified as the salesperson for a service as reflected in the Company's billing system(s), or by other methods that the company, in its sole discretion, determines are most appropriate
- 13 Commissionable Revenue is defined as monthly recurring revenue and usage revenue, net of any discounts or credits, and excludes all taxes, surcharges, fees, credits, and reimbursements
- 14 Second Month Revenue Commissions and Residual Revenue Payments will not be paid where the customer account that the revenue is associated with is not in good standing (e.g. has been suspended or disconnected for non-payment), or if the sales representative is no longer an employee of the Company
- 15 In cases where a sales representative is receiving Residual Revenue Payments from a sale, and an account is renewed by a different sales representative, the representative that renewed the account shall receive the any Residual Revenue Payments due
- 16 Second Month Revenue Commissions will not be earned until the second month's invoice cycle has been completed for product/service generating Commissionable Revenue. Second Month Revenue Commissions will be paid at the end of the month following the close of the second invoice cycle. For example, commissionable revenues invoiced in the month of June would be paid at the end of the month of July
- 17 In the event that an employee's employment is terminated for any reason, all rights to Residual Compensation are immediately forfeit
- 18 Commissions shall not be paid on sales that violate Company policies, including, but not limited to, slamming, cramming, CPNI rules, or violations of company sales practices or code of ethics
- 19 All Commissions paid shall be subject to a charge-back if the product or service is disconnected for non-payment within 5 full calendar months of the product or service being


installed The charge-back shall be equal to 100% of the Commissions (including any accelerators paid for the services disconnected) paid for the product or service disconnected

Section 3 Employee Responsibilities

- 1 The Employee Responsibilities and the terms and conditions of this Plan supplement and do not supersede the Company Policies applicable to all employees
- 2 The Employee understands and agrees that the duties and responsibilities of the Employee required by his/her position with the Company (including the territory or territories in which the Employee is required to sell products) are wholly within the discretion of the Company and may be modified, or new duties and responsibilities imposed by the Company, at any time, without notice or the consent of the Employee
- 3 The Employee understands and agrees that he/she will faithfully devote all his/her efforts and entire time during normal business hours to advance the interest of the Company The Employee further understands and agrees that he/she has a fiduciary duty of loyalty to the Company and that he/she will take no action which in any way harms the business, business interests, or reputation of the Company
- 4 During the existence of the employment relationship between the Company and the Employee, the Employee agrees that he/she will not directly or indirectly engage in competition with the Company at any time and the Employee further agrees that he/she will not on his/her own behalf, or as another's agent, employee, partner, shareholder, or otherwise, engage in any of the same or similar duties and/or responsibilities required by the Employee's position at the Company, other than as an Employee for the Company pursuant to this Compensation Plan
- 5 The Employee understands and agrees that any information, funds, or property received by the Employee during his/her employment with the Company shall become the sole property of the Company Accordingly, the Employee understands and agrees that he/she shall immediately turn over all information, funds, or property that come into his/her possession during his/her employment with the Company The Employee understands and agrees that breach of this covenant may result in immediate termination, without notice
- 6 The Employee understands and agrees that he/she shall not have any authority to negotiate prices or enter into any agreements on behalf of the Company An appropriate manager or supervisor must approve all prices and agreements

Section 4 Compensation

- 1 The Company agrees to pay the Employee a bi-weekly salary, less statutory payroll deductions, payable in accordance with the Company's then-existing regular payroll practices and procedures ~~in addition, the Company agrees to pay the Employee commissions as stated in the Compensation Plan~~ Based on the Company's current payroll practices and procedures, all salary is paid bi-weekly (26 times per year) and all commissions are paid monthly, a month in arrears (12 times per year) The Employee understands and agrees such compensation is fair and adequate compensation for his/her services
- 2 Commission payments are an additional incentive for meeting and exceeding incremental sales goals Commissions will be based on the products that the Employee sells to the customer

- 3 The Employee understands and agrees that commissions for any sales shall not be earned or payable until valid Customer orders are placed in service as stated herein. The Employee further understands and agrees that any monies paid by the Company in excess of the commissions actually earned are not compensation. Rather, these monies shall be considered monies advanced to the Employee and must be repaid to the Company upon request. Moreover, by signing below, the Employee agrees and authorizes the Company to deduct any such advances from his/her salary and/or commission checks.
- 4 The Employee understands and agrees that his/her compensation and the Company's Compensation Plans are subject to modification upon written notice at the sole discretion of the Company, without the consent of the Employee, and that neither these compensation provisions nor the Company's Compensation Plan in any way constitutes an agreement to employ the Employee for any definite period of time.
- 5 All approved (ICB) special pricing sales will be subject to a reduction in commissions.
- 6 An Employee terminated for any reason will receive any earned commission to be paid, based on the criteria stated herein, through their date of termination.
- 7 An account sold by multiple representatives should be assigned to one Employee at the completion of the sale. The Senior Vice President of Sales must approve the split for commissions by multiple representatives.
- 8 Commissions paid on products/services from Customer accounts terminated or cancelled due to misrepresentation by an Employee will be charged back in full.
- 9 Commissions paid on products/services that were shown to be installed as the result of a misrepresentation by the Employee, human or systems error will be subject to charge back.
- 10 Voice DS-3 or transport type products will NOT qualify for Commissions.
- 11 Employees on leave for a period of three months or less may retain existing accounts. Employees on leave for more than three months may have their accounts reassigned by the City Vice President and/or Regional Vice President.
- 12 Disputes arising from commission payments, or lack thereof, must be filed in writing with the Regional Vice President within 90 days of the actual or expected commission pay date.
NOTE: All claims not filed within 90 days shall be deemed waived.
- 13 

Section 5 Additional Terms and Conditions

- 1 The Employee acknowledges and agrees that he/she is an "at-will" employee. The Employee understands and agrees that the Company may terminate his/her employment at any time, without notice, for any reason, with or without cause, including but not limited to, any of the following reasons:
 - a The Employee becomes physically or mentally disabled as defined by 29 C.F.R. Sec 1630.2(g)(1), and cannot perform the essential functions of the his/her position, with reasonable accommodation,
 - b The Company determines, in good faith, that the Employee's job performance is unsatisfactory.
 - c The Employee violates any provision of the Company's policies.
 - d The Employee is convicted of a felony, or a misdemeanor involving moral turpitude.

- e The Employee engages in misconduct in the course and scope of his/her employment with the Company including, but not limited to "slamming", "cramming", indecency, immorality, insubordination, excessive tardiness or absenteeism, dishonesty, harassment of employees or customers, abuse of alcohol or controlled substances, or disorderly conduct, or
 - f Disloyalty
- 2 The Employee understands and agrees that, in the event of termination of employment, for whatever reason, whether at the insistence of the Employee or the Company, the Employee will return to the Company within seventy-two (72) hours of the time when notice of termination is communicated by either party, or sooner if requested by the Company, all equipment, property, literature, documents, data, information, order forms, memoranda, correspondence, customer and prospective customer lists, customer's orders, contracts and fee agreements, advertisements, company or customer profiles, manuals, activity reports, reference materials, records, cards, or notes acquired, compiled, or coming into the Employee's knowledge, possession, or control in connection with his/her activities as an employee of the Company, as well as all machines, parts, equipment, or other materials received from the Company, or from any of its customers, agents, or suppliers, in connection with such activities. By signing below, the Employee authorizes the Company to deduct the replacement cost of any materials from any sums due and owing from the Company if the Employee fails to return such materials to the Company.
- 3 Both parties understand and agree that the law of Texas, excluding its conflict of laws provisions, will govern the validity, interpretation, and effect of this Compensation Plan, as well as any other disputes arising out of or relating to the employment of the Employee by the Company.
- 4 The Employee understands and agrees that if he/she was formerly employed by a competitor of the Company, the Employee acknowledges and agrees that he/she is not in possession of any documents or other materials pertaining to his/her prior employer and is not in violation of any agreement or covenant executed by the Employee and any prior employer. In the event that a prior employer of the Employee files suit or institutes any other legal proceeding against the Company, the Employee, or both, for any reason arising out of the Employee's prior employment with the prior employer, the Employee agrees to indemnify the Company for all judgments, settlement payments, assessments, fines, damages, costs and expenses, including attorneys' fees, which the Company may incur as a result of such suit or legal proceeding.
- 5 Both parties understand and agree that this Compensation Plan constitutes the complete and entire agreement between the parties concerning the subject matter, that no previous Compensation Plan, either oral or written, shall have any effect on its terms or provisions, and that all Compensation Plans, either oral or written, are expressly superseded and revoked by this Compensation Plan.

Section 6 Plan Modifications

The Company reserves the right to change, suspend or discontinue the Incentive Plan at any time without prior notice. Nothing in this Plan shall be construed as a guarantee of employment for any participant for any fixed period of time.

The Company reserves the right to alter sales objectives at any time during the year for any reason, for example to reflect its evaluation of market adjustment, epidemic or unusual cause, price changes, product obsolescence, new products, or account realignment.



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ATTN: Dawn

925-405-4001

ADDITIONAL LINE REQUEST FORM

Customer Service 1-800-553-1989

CUSTOMER INFORMATION

Main Telephone Number (408) 551-6100		Account Number	
Company Name RETIREMENT CAPITAL STRATEGIES			
Address 1190 Saratoga Ave #140		Floor	Suite
City San Jose	County	State CA	Zip 95129
Customer Contact First and Last Name Glenn Vaughan		Customer Contact Number 408-551-6100	

DESCRIPTION OF ADDITIONAL SERVICE

Line Type	Qty	Loop	<input type="checkbox"/> Customer Ported Lines*	<input checked="" type="checkbox"/> New Allegiance Lines
Line Type	Qty		*Include CSR (Grid Not Required)	
Line Type	Qty			
Start Type (Wink/Inmed)	# of Out Pulse Digits		CIC Code=	CIC Code
			LD Carrier Account#	
8 Total Lines 512 to 1.024 MEGA			<input type="checkbox"/> Listed - BTN ONLY	<input type="checkbox"/> Non-Listed
*Please include Directory Listing Form				

<input type="checkbox"/> Existing Hunt Group	<input type="checkbox"/> New Hunt Group	<input type="checkbox"/> Sequential	<input type="checkbox"/> Circular
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*May use abbreviations 1st New#, 2nd New#, etc to arrange hunt group sequence with new numbers

<input type="checkbox"/> No features needed	<input type="checkbox"/> Features will be needed*	<input type="checkbox"/> Fax	<input type="checkbox"/> Voice	<input type="checkbox"/> Modem	<input type="checkbox"/> Credit Card machine
*If features will be needed, Grid is REQUIRED			# Qty		Qty
Sales Engineer First and Last Name			Sales Engineer Number		

(X) Glenn Vaughan
Customer Signature (Required if No Signed Pricing Sheet Included)

(X) 1/27/04
Date (DATE)

(925) 405-4001 FAX



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ADDITIONAL LINE REQUEST FORM

Customer Service 1-800-553-1989

CUSTOMER INFORMATION

Main Telephone Number (586) 263-7730	Account Number
Company Name DOLAN YORK & TOMLINSON PC	
Address 42850 GARFIELD	Floor Suite
City CLINTON TOWNSHIP	State Zip MI 48038
Customer Contact First and Last Name	Customer Contact Number

DESCRIPTION OF ADDITIONAL SERVICE

Line Type	Qty	Loop	<input type="checkbox"/> Customer Ported Lines* <input checked="" type="checkbox"/> New Allegiance Lines
Line Type	Qty		Include CSR (Grid Not Required)
Line Type	Qty		
Start Type (Wink/Immed)	# of Out Pulse Digits	CIC Code=	CIC Code-
8	Total Lines 512	LD Carrier Account#	
	to 1.024 M	<input checked="" type="checkbox"/> Listed BTN ONLY <input type="checkbox"/> Non-Listed	
		*Please include Directory Listing Form	

☒ Existing Hunt Group ☐ New Hunt Group ☐ Sequential ☐ Circular

*May use abbreviations 1st New#, 2nd New#, etc. to arrange hunt group sequence with new numbers

<input type="checkbox"/> No features needed	<input type="checkbox"/> Features will be needed*	<input type="checkbox"/> Fax	<input type="checkbox"/> Voice	<input type="checkbox"/> Modem	<input type="checkbox"/> Credit Card machine
*If features will be needed, Grid is REQUIRED		Qty		Qty	
Sales Engineer First and Last Name			Sales Engineer Number		
<input checked="" type="checkbox"/> Gladys A. Plucinski Customer Signature (Required if No Signed Pricing Sheet Included)			<input checked="" type="checkbox"/> 1-29-04 Date		

FAX (925) 409-4001



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ADDITIONAL LINE REQUEST FORM

Customer Service 1-800-553-1989

CUSTOMER INFORMATION

Main Telephone Number (954) 321-6250	Account Number
Company Name UNITED RENTALS G14	
Address 3501 S. ST. RD 7	Floor Suite
City DAVID	State FL Zip 33314
Customer Contact First and Last Name DAVID	Customer Contact Number 954-667-3225

DESCRIPTION OF ADDITIONAL SERVICE

Line Type	Qty	Loop	<input type="checkbox"/> Customer Ported Lines* *Include CSR (Grid Not Required)	<input checked="" type="checkbox"/> New Allegiance Lines
Line Type	Qty			
Line Type	Qty			
Start Type (Wink/Immed)	# of Out Pulse Digits	CIC Code-	CIC Code	
8 Total Lines 512 to 1,000 upgrade		LD Carrier Account#		
		<input checked="" type="checkbox"/> Listed - BTN ONLY <input type="checkbox"/> Non-Listed		
Please include Directory Listing Form				

☒ Existing Hunt Group ☐ New Hunt Group ☐ Sequential ☐ Circular

*May use abbreviations 1st New#, 2nd New#, etc to arrange hunt group sequence with new numbers

<input checked="" type="checkbox"/> No features needed	<input type="checkbox"/> Features will be needed*	<input type="checkbox"/> Fax	<input type="checkbox"/> Voice	<input type="checkbox"/> Modem	<input type="checkbox"/> Credit Card machine
*If features will be needed, Grid is REQUIRED			Qty	Qty	

Sales Engineer First and Last Name

Sales Engineer Number

Customer Signature (Required if No Signed Pricing Sheet Included)

Date

Fax to (214) 261 8108

925-405-4001



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ADDITIONAL LINE REQUEST FORM

Fax Number 925-405-4101
Customer Service 1-800-653-1989

CUSTOMER INFORMATION

Main Telephone Number (303) 699 - 6027	Account Number
Company Name Kevin Molk DD	
Service Address 17736 Jamison	Floor Suite
City Centennial	County State Zip CO 80016
Customer Contact First and Last Name	Customer Contact Number ()

DESCRIPTION OF ADDITIONAL SERVICE

Type of Line (Please Specify)	Quantity	Loop or Ground	Lines will be (check one):
Line Type 256k - 512k Qty			<input type="checkbox"/> Customer Ported Lines* <input type="checkbox"/> New Allegiance Lines
Line Type: 512k - 768k Qty			*Include CSR (Grid Not Required)
Line Type: 512 - 1024M Qty			Local Carrier LD Carrier
*If Ordering DDD's, Please specify the following.			CIC Code=
Start Type (Wink/Immed)	# of Out Pulse Digits		LD Carrier Account#
Total Lines being Ordered= 8			Will the new Lines be Listed or Non-Listed?
			<input type="checkbox"/> Listed * <input type="checkbox"/> Non-Listed
			*Please include Directory Listing Form

Will new Multi-Hunt Lines be added into? (check one).	If new Multi-Hunt Lines need a new hunt group established, please specify hunt type (check one).
<input type="checkbox"/> Existing Hunt Group <input type="checkbox"/> New Hunt Group	<input type="checkbox"/> Sequential <input type="checkbox"/> Circular

If adding new Multi-Hunt Lines into existing or new hunt group, please specify hunt sequence*:

*May use abbreviations 1st New#, 2nd New#, etc to arrange hunt group sequence with new numbers

Please specify if features will be added on the new lines*	Please specify if the Single Business Lines will be used for (check one):			
<input type="checkbox"/> No features needed <input type="checkbox"/> Features will be needed*	<input type="checkbox"/> Fax	<input type="checkbox"/> Voice	<input type="checkbox"/> Modem	<input type="checkbox"/> Credit Card machine
*If features will be needed, Grid is REQUIRED	Qty	Qty	Qty	Qty
Sales Engineer First and Last Name	Sales Engineer Number ()			

Customer Signature (Required if No Signed Pricing Sheet included)

1/ /04
Date

If you do not see a substantial increase in speed you will not be charged to downgrade Owen Gold

Dawn Golden



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ADDITIONAL LINE REQUEST FORM

Customer Service 1-800-853-1889

CUSTOMER INFORMATION

Main Telephone Number 215-545-6690		Account Number	
Company Name Price Communications			
Address 1616 Walnut		Floor	Suite
City Philadelphia	County	State PA	Zip 19103
Customer Contact First and Last Name Dea Henderson		Customer Contact Number	

DESCRIPTION OF ADDITIONAL SERVICE

Line Type	Qty	Loop	<input type="checkbox"/> Customer Ported Lines* <input type="checkbox"/> New Allegiance Lines
Line Type	Qty		*Include CSR (Grid Not Required)
Line Type	Qty		
Start Type (Wink/Immed)		# of Out Pulse Digits	CIC Code= 5607 CIC Code= 5607
Total Lines 2 - 384 to 512 Free upgrade		I.D. Carrier Account#	
		<input type="checkbox"/> Listed *BTN ONLY <input type="checkbox"/> Non-Listed	
*Please include Directory Listing Form			

<input checked="" type="checkbox"/> Existing Hunt Group	<input type="checkbox"/> New Hunt Group	<input type="checkbox"/> Sequential	<input type="checkbox"/> Circular
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*May use abbreviations 1st New#, 2nd New#, etc to arrange hunt group sequence with new numbers

<input type="checkbox"/> No features needed	<input type="checkbox"/> Features will be needed*	<input type="checkbox"/> Fax	<input type="checkbox"/> Voice	<input type="checkbox"/> Modem	<input type="checkbox"/> Credit Card machine
*If features will be needed, Grid is REQUIRED		Qty	Qty	Qty	1

Sales Engineer First and Last Name Dawn Golden	Sales Engineer Number
Customer Signature (Required if No Signed Pricing Sheet Included)	Date 1/26/04

Fax to (214)261-8108



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ADDITIONAL LINE REQUEST FORM

Fax Number 925-405-4101

Customer Service 1-800-553-1989

CUSTOMER INFORMATION

Main Telephone Number (610) 240 - 4880		Account Number	
Company Name Knabbe Partnership			
Service Address 967 Swedesford Road		Floor	Suite
City Exton	County	State PA	Zip 19341
Customer Contact First and Last Name Fernando		Customer Contact Number (610) 240 - 4880	

DESCRIPTION OF ADDITIONAL SERVICE

Type of Line (Please Specify)	Quantity	Loop or Ground	Lines will be (check one):
Line Type 256k - 512k Qty 1			<input type="checkbox"/> Customer Ported Lines* <input type="checkbox"/> New Allegiance Lines
Line Type 512k - 768k Qty			*Include CSR (Grid Not Required)
Line Type 768k 1024M Qty			Local Carrier LD Carrier
*If Ordering DID's, Please specify the following:			CIC Code-
Start Type (Wink/Inamed)	# of Out Pulse Digits		LD Carrier Account#
Total Lines being Ordered= 4			Will the new Lines be Listed or Non-Listed?
			<input type="checkbox"/> Listed * <input type="checkbox"/> Non-Listed
*Please include Directory Listing Form			

Will new Multi-Hunt Lines be added into? (check one).	If new Multi-Hunt Lines need a new hunt group established, please specify hunt type (check one).
<input type="checkbox"/> Existing Hunt Group <input type="checkbox"/> New Hunt Group	<input type="checkbox"/> Sequential <input type="checkbox"/> Circular

If adding new Multi-Hunt Lines into existing or new hunt group, please specify hunt sequence*

*May use abbreviations 1st New#, 2nd New# etc to arrange hunt group sequence with new numbers

Please specify if features will be added on the new lines?	Please specify if the Single Business Lines will be used for (check one)			
<input type="checkbox"/> No features needed <input type="checkbox"/> Features will be needed*	<input type="checkbox"/> Fax	<input type="checkbox"/> Voice	<input type="checkbox"/> Modem	<input type="checkbox"/> Credit Card machine
*If features will be needed, Grid is REQUIRED	Qty	Qty	Qty	Qty

Sales Engineer First and Last Name Fernando J. Ventura	Sales Engineer Number ()
Signature (Required if No Signed Pricing Sheet Included)	Date 1/27/04





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ADDITIONAL LINE REQUEST FORM

Fax Number 925-405-4101

Customer Service 1-800-659-1989

CUSTOMER INFORMATION

Main Telephone Number (314) 991 - 6700	Account Number
Company Name Ces & Judy's Catering	
Service Address 10405 Clayton	Floor Suite
City Frontenac	State Zip MO 63131
Customer Contact First and Last Name Ces	Customer Contact Number (314) 991 - 6700

DESCRIPTION OF ADDITIONAL SERVICE

Type of Line (Please Specify)	Quantity	Loop or Ground	Lines will be (check one):
Line Type (256k - 512k) Qty	1		<input type="checkbox"/> Customer Ported Lines* <input type="checkbox"/> New Allegiance Lines
Line Type 512k - 768k Qty			*Include CSR (Grid Not Required)
Line Type 768k - 1.024M Qty			Local Carrier LD Carrier
*If Ordering DID's, Please specify the following:			CIC Code=
Start Type (Wink/Immed)	# of Out Pulse Digits		LD Carrier Account#
Total Lines being Ordered= 4			Will the new Lines be Listed or Non-Listed?
256 to 512 Free Upgrade			<input type="checkbox"/> Listed • <input type="checkbox"/> Non-Listed
			*Please include Directory Listing Form

Will new Multi-Hunt Lines be added into? (check one):	If new Multi-Hunt Lines need a new hunt group established, please specify hunt type (check one)
<input type="checkbox"/> Existing Hunt Group <input type="checkbox"/> New Hunt Group	<input type="checkbox"/> Sequential <input type="checkbox"/> Circular

If adding new Multi-Hunt Lines into existing or new hunt group, please specify hunt sequence*:

*May use abbreviations 1st New#, 2nd New#, etc to arrange hunt group sequence with new numbers

Please specify if features will be added on the new lines?	Please specify if the Single Business Lines will be used for (check one):			
<input type="checkbox"/> No features needed <input type="checkbox"/> Features will be needed*	<input type="checkbox"/> Fax	<input type="checkbox"/> Voice	<input type="checkbox"/> Modem	<input type="checkbox"/> Credit Card machine
*If features will be needed, Grid is REQUIRED	Qty	Qty	Qty	Qty
Sales Engineer First and Last Name	Sales Engineer Number			
Customer Signature (Required if No Signed Pricing Sheet Included)				
Date 1/27/04				

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ADDITIONAL LINE REQUEST FORM

Fax Number 925-405-4101

Customer Service 1-800-553-1989

CUSTOMER INFORMATION

Main Telephone Number (770) 242-9695		Account Number	
Company Name Fatima Inc			
Service Address 5555 Oakbrook		Floor	Suite
City Norcross	County	State GA	Zip 30093
Customer Contact First and Last Name Parveen		Customer Contact Number (770) 242-9080	

DESCRIPTION OF ADDITIONAL SERVICE

Type of Line (Please Specify)	Quantity		Loop or Ground	Lines will be (check one):
Line Type 256k - 512k	Qty	<u>2</u>		<input checked="" type="checkbox"/> Customer Ported Lines* <input type="checkbox"/> New Allegiance Lines
Line Type 512k - 768k	Qty			*Include CSR (Grid Not Required)
Line Type 768k 1024M	Qty			<input checked="" type="checkbox"/> Local Carrier <input type="checkbox"/> LD Carrier
*If Ordering DID's, Please specify the following				CIC Code=
Start Type (Wink/Immed)		# of Out Pulse Digits		CIC Code=
Total Lines being Ordered= <u>4</u>				LD Carrier Account#
256 to 512 = Free upgrade				Will the new Lines be Listed or Non-Listed?
				<input checked="" type="checkbox"/> Listed * <input type="checkbox"/> Non-Listed
				*Please include Directory Listing Form

Will new Multi-Hunt Lines be added into? (check one)	If new Multi-Hunt Lines need a new hunt group established, please specify hunt type (check one)
<input checked="" type="checkbox"/> Existing Hunt Group <input type="checkbox"/> New Hunt Group	<input type="checkbox"/> Sequential <input type="checkbox"/> Circular

If adding new Multi-Hunt Lines into existing or new hunt group, please specify hunt sequence*.

*May use abbreviations 1st New#, 2nd New#, etc to arrange hunt group sequence with new numbers

Please specify if features will be added on the new lines?	Please specify if the Single Business Lines will be used for (check one)			
<input type="checkbox"/> No features needed <input type="checkbox"/> Features will be needed*	<input type="checkbox"/> Fax	<input type="checkbox"/> Voice	<input type="checkbox"/> Modem	<input type="checkbox"/> Credit Card machine
*If features will be needed, Grid is REQUIRED	Qty	Qty	Qty	Qty

Sales Engineer First and Last Name <u>A. Arby</u>	Sales Engineer Number () -
Customer Signature (Required if No Signed Pricing Sheet Included)	Date 1/27/04



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ADDITIONAL LINE REQUEST FORM

Fax Number 925-405-4101

Customer Service 1-800-553-1989

CUSTOMER INFORMATION

Main Telephone Number

(630) 924-0156

Account Number

Company Name

American Medical Billing

Service Address

100 IRVING PARK

Floor

Suite

City

Roseville

County

State

IL

Zip

60172

Customer Contact First and Last Name

Dean

Customer Contact Number

(630) 924-0156

DESCRIPTION OF ADDITIONAL SERVICE

Type of Line (Please Specify)	Quantity	Lump or Ground	Lines will be (check one):
Line Type: 256k - 512k Qty:			<input type="checkbox"/> Customer Ported Lines* <input type="checkbox"/> New Allegiance Lines
Line Type: 512k - 768k Qty:			*Include CSR (Grid Not Required)
Line Type: 512 - 1.024M Qty:	1		<input type="checkbox"/> Local Carrier <input type="checkbox"/> LD Carrier
*If Ordering DID's, Please specify the following:			CIC Code:
Start Type (Wink/Immed)	# of Out Pulse Digits		CIC Code:
Total Lines being Ordered = 8			LD Carrier Account#:
512K to 1.024M for \$100.00			Will the new Lines be Listed or Non-Listed?
			<input type="checkbox"/> Listed * <input type="checkbox"/> Non-Listed
			*Please include Directory Listing Form

Will new Multi-Hunt Lines be added into? (check one):

☐ Existing Hunt Group ☐ New Hunt Group

If new Multi-Hunt Lines need a new hunt group established, please specify hunt type (check one):

☐ Sequential ☐ Circular

If adding new Multi-Hunt Lines into existing or new hunt group, please specify hunt sequence*:

*May use abbreviations 1st New#, 2nd New#, etc. to arrange hunt group sequence with new numbers

Please specify if features will be added on the new lines?

☐ No features needed ☐ Features will be needed*

Please specify if the Single Business Lines will be used for (check one).

☐ Fax ☐ Voice ☐ Modem ☐ Credit Card machine

*If features will be needed, Grid is REQUIRED.

Qty: Qty: Qty: Qty:

Sales Engineer First and Last Name

Sales Engineer Number

() -

Customer Signature (Required if No Signed Pricing Sheet Included)

1/27/04

Date



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ADDITIONAL LINE REQUEST FORM

Fax Number 925-405-4101

Customer Service 1-800-553-1989

CUSTOMER INFORMATION

Main Telephone Number (301) 479 - 1600		Account Number	
Company Name Sawyer Realty Holdings			
Service Address 75 2nd Avenue suite 500		Floor	Suite
City Needham	County	State MA	Zip 02494
Customer Contact First and Last Name Mike Flynn		Customer Contact Number (301) 479 - 1600	

DESCRIPTION OF ADDITIONAL SERVICE

Type of Line (Please Specify)	Quantity		Loop or Ground	Lines will be (check one):	
Line Type	256k - 512k	Qty		<input type="checkbox"/> Customer Ported Lines*	<input type="checkbox"/> New Allegiance Lines
Line Type	512k - 768k	Qty		*Include CSR (Grid Not Required)	
Line Type	512 - 10 M	Qty	16 Locations	Local Carrier	LD Carrier
*If Ordering DID's, Please specify the following				CIC Code-	CIC Code-
Start Type (Wink/Immed)		# of Out Pulse Digits		LD Carrier Account#	
Total Lines being Ordered= 128 lines 8 lines for 16 locations				Will the new Lines be Listed or Non-Listed?	
				<input type="checkbox"/> Listed *	<input type="checkbox"/> Non-Listed
				*Please include Directory Listing Form	

Will new Multi-Hunt Lines be added into? (check one)	If new Multi-Hunt Lines need a new hunt group established, please specify hunt type (check one)
<input type="checkbox"/> Existing Hunt Group <input type="checkbox"/> New Hunt Group	<input type="checkbox"/> Sequential <input type="checkbox"/> Circular

If adding new Multi-Hunt Lines into existing or new hunt group, please specify hunt sequence*

*May use abbreviations 1st New#, 2nd New#, etc to arrange hunt group sequence with new numbers

Please specify if features will be added on the new lines?		Please specify if the Single Business Lines will be used for (check one)			
<input type="checkbox"/> No features needed	<input type="checkbox"/> Features will be needed*	<input type="checkbox"/> Fax	<input type="checkbox"/> Voice	<input type="checkbox"/> Modem	<input type="checkbox"/> Credit Card machine
*If features will be needed, Grid is REQUIRED		Qty	Qty	Qty	Qty

Sales Engineer First and Last Name Mike Flynn	Sales Engineer Number () -
Customer Signature (Required if No Signed Pricing Sheet Included)	Date 1/22/04

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

**In re: Allegiance Telecom, Inc., et al.
Case No. 03-13057-(RDD)-11**

DOCUMENTS APPENDED TO CLAIM

On June 13, 2005, document(s) were appended to Claim Number **2784** for the following reason(s):

- ☐ Stipulation/Order
- ☐ New Supporting Documents
- ☐ Change of Address
- ☐ Stipulation and Order
- ☒ Other: Docket Number 2219 EOD 6/13/05

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

-----X		
	:	
In re:	:	Chapter 11
	:	
ALLEGIANCE TELECOM, INC., <u>et al.</u> ,	:	Case No. 03-13057 (RDD)
	:	
Debtors.	:	Jointly Administered
-----X		

**ORDER GRANTING THE EIGHTH OMNIBUS
OBJECTION TO CERTAIN PROOF OF CLAIM**

Upon the Eighth Omnibus Objection to Certain Proofs of Claims dated August 6, 2004 of the Allegiance Telecom Liquidating Trust (the “ATLT”) for an order pursuant to Section 502(b) of the Bankruptcy Code disallowing or amending certain proofs of claim as set forth therein (the “Objection”), including proof of claim number 2784, filed by Dawn Golden, in an unsecured, priority amount of \$4,650.00 and an unsecured, non-priority claim in the amount of \$3,395.71 (the “Golden Claim”); and the Court having jurisdiction to consider and determine the Objection as a core proceeding in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing that the relief requested by the Objection is necessary and in the best interests of the ATLT, these estates, and their creditors; and due and sufficient notice of the Objection having been provided, including notice to the United States Trustee and holders of the claims listed in the exhibits to the Objection, including Ms. Golden; and it appearing that no other or further notice is necessary; and in light of Ms. Golden’s failure to appear at a hearing on May 25, 2005 before this Court, notwithstanding due and sufficient notice of such hearing being given to Ms. Golden; and in light of Ms. Golden’s failure to file a formal response to the Objection or to notify the Court of any response to the Objection or to object to the settlement on her of the form of this Order; and sufficient cause appearing therefor, it is

ORDERED that the Objection, with respect to the Golden Claim, is granted; and it is
further

ORDERED that the Golden Claim is hereby disallowed and expunged in its entirety.

Dated: New York, New York
June 13, 2005

/s/ Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE