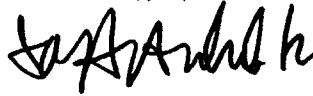
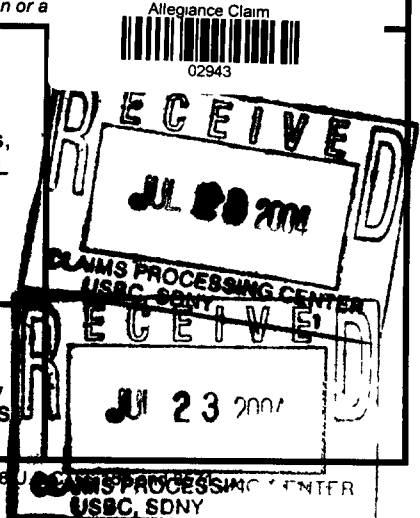


UNITED STATES BANKRUPTCY COURT <u>Southern</u> DISTRICT OF <u>New York</u>		PROOF OF CLAIM
Name of Debtor Allegiance Telecom, Inc , et al		Case Number 03-13057
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503 FILED		
Name of Creditor (The person or other entity to whom the Debtor owes money or property) AWS National Accounts, LLC (f/k/a AT&T Wireless Services National Accounts, Inc)		<input type="checkbox"/> Check box if you are aware that the Debtor or its attorney has filed a proof of claim related to your claim. Attached copy of statement giving particulars. ALLEGIANCE TELECOM, INC 03-13057 (RRD) <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. 2878 <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court. REC'D AUG 02 2004
Name and Address where notices should be sent Joseph E Shickich, Jr Riddell Williams P S 1001 4th Ave Ste 4500 Seattle WA 98154-1192		THIS SPACE IS FOR COURT USE ONLY
Telephone number (206) 624-3600	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"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Services performed <input type="checkbox"/> Wages, salaries, and compensation (fill out below) <input type="checkbox"/> Money loaned Last four digits of SS# _____ <input type="checkbox"/> Personal injury/wrongful death Unpaid compensation for services performed from _____ to _____ <input type="checkbox"/> Taxes (date) (date) <input checked="" type="checkbox"/> Other <u>Rejection Damages</u>		
2 Date debt was incurred	3 If court judgment, date obtained	
4 Total Amount of Claim at Time Case Filed \$ <u>\$37,500.00</u> (unsecured) (secured) (priority) (Total) \$37,500.00 If all or part of your claim is secured or entitled to priority also complete Item 5 or 7 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.		
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 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 \$4 925) * 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 \$2 225* 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)(____) * Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or a
6 Unsecured Nonpriority Claim \$ <u>\$37,500.00</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 security 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 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 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 July 22, 2004	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)  AWS National Accounts, LLC (f/k/a AT&T Wireless Services National Accounts, Inc) by Joseph E Shickich, Jr of Riddell Williams P.S its attorneys	



In re Allegiance Telecom, Inc , et al
U S Bankruptcy Court (SD NY - Manhattan) Case No 03-13057

Proof of Claim (Continued)

4 Total Amount of Claim at Time Case Filed (Continued)

Allegiance Telecom, Inc ("Debtor") and AT&T Wireless Services National Accounts (n/k/a AWS National Accounts, LLC) are parties to that certain AT&T Wireless Services Corporate Digital Advantage Agreement, entered into as of August 5, 1999, together with the amendment thereto, dated August 5, 1999, and the second amendment thereto, dated July 1, 2002 (collectively, the "Agreement") The Agreement has successive one-year terms that renew automatically, with such automatic renewal occurring on May 5th of each year Accordingly, the Agreement renewed on May 5, 2004 for another one-year term expiring on May 4, 2005

Pursuant to Section 6 1(a) of the Third Amended Joint Plan of Reorganization (the "Plan"), contracts listed on Schedule 1 were deemed rejected as of the Initial Effective Date On information and belief, the Agreement was listed on Schedule 1 and was identified as a contract for "cell phone services" with "AT&T Wireless National Business Services"

The Initial Effective Date occurred on June 23, 2004, hence, that is the date on which the Agreement was rejected

Section 9 1 of the Agreement provides as follows

Customer may terminate this Agreement at any time by giving AWS ninety (90) days' advanced written notice Customers shall pay to AWS all charges incurred as of the Termination Date and an early termination charge ("Termination Charge") equal to (a) \$3,750 times the number of months remaining in the term as of the Termination Date plus (b) with respect to each End User who was active on AWS Service for less than 12 months, \$10 00 times the number of months less than 12 which such End User was active on AWS Service as of the Termination Date

Pursuant to this Section 9 1, the Termination Charge due to AWS for the rejection of the Contract is equal to the number of months remaining in the term, which are ten months for July 2004 through April 2005, times \$3,750, which equals \$37,500 00

Note AT&T Wireless/National Business Services filed a proof of claim (No 715) in Case No 03-13108 for prepetition unpaid amounts under the Agreement This proof of claim does not duplicate those amounts

9 Supporting Documents (Continued)

Debtor should have a copy of the Agreement. If not, it will be made available upon reasonable request. Section 17.1 of Agreement does provide:

The terms and conditions of this Agreement are confidential and shall not be disclosed by any party to any third party without prior written consent of the other party, and no public statements or announcements shall be issued by either party relating to this Agreement without the prior written consent of the other party, provided that nothing herein shall prevent AWS or Customer from providing such information or making such statements or disclosures relating to this Agreement before any competent governmental authority, court or agency, or as such party may consider necessary in order to satisfy its obligations under applicable laws, regulations or generally accepted accounting principles. Such party shall furnish prior notice thereof to the other party prior to such disclosure.



RIDDELL WILLIAMS P.S

ATTORNEYS AT LAW

July 22, 2004

ADDRESS

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SUITE 4500
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98154 1065

TELEPHONE

(206) 624 3600

FACSIMILE

(206) 389 1708

E MAIL

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@nddellwilliams.com

DIRECT LINE

(206) 389 1639

VIA AIRBORNE EXPRESS/DHL

Allegiance Claims Docketing Center
U S Bankruptcy Court
Southern District of New York
One Bowling Green Rm 534
New York NY 10004-1408

**Re In re Allegiance Telecom, Inc , et al
U S Bankruptcy Court (SD NY - Manhattan) Case No 03-13057
Filing Proof of Claim**

Ladies & Gentlemen

Enclosed are

- 1 Proof of Claim of AWS National Accounts, LLC (f/k/a AT&T Wireless Services National Accounts, Inc) (original and one copy),
- 2 Self-addressed, stamped envelope

Kindly (a) file the original, (b) conform the copy, (c) return the conformed copy to us in the enclosed self-addressed, stamped envelope

Please call with any questions Thank you

RIDDELL WILLIAMS P S

By 

Chris Collison
Paralegal

CC/cc

Enclosures

cc Kristen C Chapin (via email, w/encl)

FedEx USA Airbill
Express

FedEx Tracking Number **841202370119**

Form ID No. **0200**

1 From
Date
Sender's Name **LISA RUPPNER**
Company **BMC CORP** Phone **310 321 5545**
Address **1330 E FRANKLIN AVE**
City **EL SEGUNDO, CA** ZIP **90245**

2 Your Internal Billing Reference

3 To
Recipient's Name **LISA RUPPNER** Phone **310 321 5545**
Company **BMC Corp**
Address **1330 E Franklin Ave**
City **El Segundo, CA** ZIP **90245**



4a Express Package Service

FedEx Priority Overnight
 FedEx Standard Overnight
 FedEx 2Day
 FedEx Express Saver

4b Express Freight Service

FedEx 1Day Freight*
 FedEx 2Day Freight
 FedEx 3Day Freight

5 Packaging

FedEx Envelope*
 FedEx Pak*
 Other

6 Special Handling

SATURDAY Delivery
 HOLD Weekday at FedEx Location
 HOLD Saturday at FedEx Location
 No
 Yes
 No
 Yes
 No
 Yes

7 Payment Bill to

Sender
 Recipient
 Third Party
 Credit Card
 Cash/Check

Total Packages
Total Weight
Declared Value
Total Charges

8 Release Signature

By signing you authorize us to deliver the shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.
Questions? Visit our Web site at fedex.com
© call 1 800 Go FedEx
Rev Date 10/01 Part #157511 ©1998-2001 FedEx PRINTED IN USA WCSL 03

446