

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

<b>In Re:</b>	)	<b>Case No. 03-13057 (RDD)</b>
	)	<b>Chapter 11</b>
<b>ALLEGIANCE TELECOM, INC., et al.</b>	)	
	)	<b>THE GLOBE BUILDING COMPANY'S</b>
	)	<b>LIMITED OBJECTION TO DEBTORS'</b>
<b>Debtors.</b>	)	<b>INTENT TO ASSUME, ASSUME AND</b>
	)	<b>ASSIGN, OR ASSIGN CERTAIN</b>
	)	<b>EXECUTORY CONTRACTS AND</b>
	)	<b>UNEXPIRED LEASES</b>

The Globe Building Company ("The Globe") files this its Limited Objection to Notice of Debtors' Intent to Assume, Assume and Assign, or Assign Certain Executory Contracts and Unexpired Leases ("Limited Assumption and Assignment Objection") and in support thereof respectfully reports to the Court the following:

1. The Court has subject matter jurisdiction to consider and determine this Limited Assumption and Assignment Objection pursuant to 28 U.S.C. §1334.
2. This is a core proceeding pursuant to 28 U.S.C. §157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
3. On May 18, 2004 the Notice of Debtors' Intent to Assume, Assume and Assign, or Assign Certain Executory Contracts and Unexpired Leases ("Notice") twas filed with the Clerk of the Court and mailed to The Globe.
4. The Globe received several copies of the Notice with Exhibit A attached.
5. However, one Exhibit "A" stated that the Cure Amount was "0.00" and the other Exhibit "A" stated that the Cure Amount was "5,679.67". Copies of the Exhibits "A" are attached hereto and incorporated herein as Exhibits "1" and "2".

- a. Sue Ginder  
Globe Building, The  
710 N. Tucker  
Suite 100  
St. Louis, MO 63101  
Account Nbr 2117223  
**Cure Amount \$0.00**
  
- b. Globe Building Company  
710 North Tucker Boulevard Ste 100  
St. Louis, MO 63101  
Account Nbr 710 North Tucker Boulevard, 4th Floor  
**Cure Amount \$5,679.67**

6. The correct Cure Amount is **\$10,755.17**.

7. The Proof of Claim establishing this Cure Amount was filed in Debtor Allegiance Telecom, Inc.'s case on November 7, 2003 and is attached hereto and incorporated as Exhibit "3".

WHEREFORE, The Globe Building Company requests that the Court sustain its' Limited Assumption and Assignment Objection and order that the Cure Amount is \$10,755.17 and grant it such other and further relief as is deemed just and proper.

Respectfully submitted,

STONE, LEYTON & GERSHMAN  
A PROFESSIONAL CORPORATION

By: /s/ E. Rebecca Case

E. Rebecca Case, EDMO #2800;  
Missouri Bar #38010  
Howard S. Smotkin #4407  
7733 Forsyth Boulevard Suite 500  
St. Louis, Missouri 63105  
(314) 721-7011  
(314) 721-8660 (facsimile)  
e-mail: rcase@stoneleyton.com  
Attorneys for Globe Building Company

CERTIFICATE OF SERVICE

A copy of the foregoing Limited Objection to Notice of Debtors' Intent to Assume, Assume and Assign, or Assign Certain Executory Contracts and Unexpired Leases was mailed by first class United States mail, postage prepaid and/or electronically served, on the 28<sup>th</sup> day of May 2004.

1. Allegiance Telecom, Inc. Debtor  
9201 N. Central Expressway  
Dallas, TX 75231
  
2. Michael J. Frishberg, Esq. Attorney for Debtor  
Kirkland & Ellis  
Citigroup Center  
153 East 53<sup>rd</sup> St., 39<sup>th</sup> Floor  
New York, NY 10022-4611
  
3. Office of the U.S. Trustee  
Attn: Pamela J. Lustrin, Esq.  
33 Whitehall Street, 21<sup>st</sup> Floor  
New York, NY 10004
  
4. Jesse Austin Attorneys for PrePetition Lenders  
Paul, Hastings, Janofsky & Walker LLP  
600 Peachtree Street, N.E., 24<sup>th</sup> Floor  
Atlanta, GA 30308
  
5. Ira S. Dizengoff Unsecured Creditors Committee  
Akin Gump Strauss Hauer & Feld, LLP  
590 Madison Avenue  
New York, NY 10022
  
6. Steven D. Pohl Attorneys for the Buyer  
Brown Rudnick Berlack Israels, LLP  
One Financial Center  
Boston, MA 02111

/s/ E. Rebecca Case  
E. Rebecca Case

EXHIBIT A

Party Name and Address

Sue Ginder  
Globe Building, The  
710 N Tucker  
Suite 100  
St Louis, MO 63101

Account Nbr

2117223

Cure Amount

\$0.00

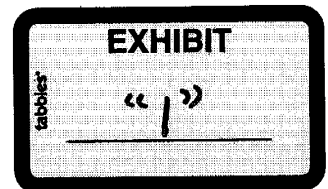


EXHIBIT A

Party Name and Address

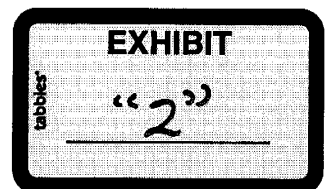
Globe Building Company  
710 North Tucker Boulevard Ste 100  
St Louis, MO 63101

Account Nbr

710 North Tucker Boulevard, 4th Floor

Cure Amount

\$5679.67



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

**PROOF OF CLAIM**



CRDID: 7468

In re:  
ALLEGIANCE TELECOM, INC.

Case Number:  
03-13057 (RDD)

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

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

Check box if you have never received any notices from the bankruptcy court in this case.

Check box if this address differs from the address on the envelope sent to you by the court.

COPY

**Name of Creditor and Address:**



03899999007468

Globe Buidling Company  
STONE LEYTON GERSHMAN  
E REBECCA CASE  
7733 FORSYTH BL  
#500  
ST LOUIS, MO 63105

Creditor Telephone Number (314) 721-7011, ext 124

If you have already properly filed a proof of claim with the Bankruptcy Court, you do not need to file again.

CREDITOR TAX I.D. #:

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

Check here  replaces or  amends a previously filed claim dated: \_\_\_\_\_

**1. BASIS FOR CLAIM**

- Goods sold
- Services performed
- Money loaned
- Personal injury/wrongful death
- Taxes
- Other (describe briefly below)
- Retiree benefits as defined in 11 U.S.C § 1114(a)
- Wages, salaries, and compensation (Fill out below)

Lease

Your social security number: \_\_\_\_\_  
Unpaid compensation for services performed from: \_\_\_\_\_ to \_\_\_\_\_  
(date) (date)

**2. DATE DEBT WAS INCURRED:** 12-1-99

**3. IF COURT JUDGMENT, DATE OBTAINED:** N/A

**4. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED:**

\$ 10,755.17 (unsecured) \$ (secured) \$ (unsecured priority) \$ 10,755.17\* (total)

If all or part of your claim is secured or entitled to priority, also complete item 5 or 6 below.

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

**5. SECURED CLAIM**

Check this box if your claim is secured by collateral (including a right of setoff). \*Unsecured claim as of

Brief description of collateral: 5-14-03. Lease has not been rejected or assumed as of this date.

- Real Estate
- Motor Vehicle
- Other \_\_\_\_\_

Value of collateral: \$ \_\_\_\_\_

Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ \_\_\_\_\_

**6. UNSECURED PRIORITY CLAIM**

Check this box if you have an unsecured priority claim

Specify the priority of the claim:

- Wages, salaries, or commissions (up to \$4,650\*), earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3)
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4)
- Up to \$2,100\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6)
- Alimony maintenance or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7)
- Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a) \_\_\_\_\_

\*Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

**7. CREDITS:** The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

**8. SUPPORTING DOCUMENTS:** Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS if the documents are not available, explain. If the documents are voluminous, attach a summary.

**9. DATE-STAMPED COPY:** To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 5:00 p.m., November 26, 2003, Prevailing Eastern Time.

**BY MAIL TO:** United States Bankruptcy Court  
Southern District of New York  
Allegiance Claims Docketing Center  
Bowling Green Station, P.O. Box 95  
New York, NY 10274-0095

**BY HAND OR OVERNIGHT DELIVERY TO:** United States Bankruptcy Court  
Southern District of New York  
Allegiance Claims Docketing Center  
One Bowling Green, Room 534  
New York, NY 10004-1408

DATE SIGNED:

11-6-03

**SIGN** and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any).

The Globe Building Company  
By: E. Rebecca Case, Attorney for Creditor

THIS SPACE FOR COURT USE ONLY  
NOV - 7 2003  
CLAIMS PROCESSING CENTER  
SEC. CLERK

EXHIBIT  
"3"

Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 AND 3571

See Other Side For Instructions

## ALLEGIANCE TELECOM

### Unpaid charges:

water	5/15/01-8/22/01	\$17.21
sewer	5/01-7/01	6.02
trash	3/02	30.00
water	11/15/01-2/15/02	.88
sewer	11/01-1/02	14.23
trash	5/02	30.00
electric	3/17/03-4/6/03	5,558.81
electric	4/16/03-5/16/03	4,977.16
water	2/18/03-5/15/03	116.10
sewer	2/03-4/03	<u>4.76</u>

<b>Total</b>	<b>\$10,755.17</b>
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Rev. 9/23/03

LEASE  
(Floors 2 - 7)

THIS LEASE is made and entered into this as of the 1st day of December, 1999, by and between GLOBE BUILDING COMPANY, a Missouri general partnership ("Landlord"), and ALLEGIANCE TELECOM, INC. a Delaware corporation ("Tenant").

1. Premises. For and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by Tenant, Landlord leases to Tenant and Tenant leases from Landlord the following described "Premises": Approximately 14,091 square feet of space on the 4th Floor of the building located at 710 North Tucker, St. Louis, Missouri 63101 (the "Building"). The Premises is outlined on the floor plan attached as "Exhibit A".

2. Term. The term of this Lease shall be ten (10) years, commencing on the "Commencement Date", as defined in Addendum No. 1 attached hereto and made a part hereof ("Addendum No. 1") and ending on the "Expiration Date", as defined in Addendum No. 1. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises and the Building were at such time in satisfactory condition. At the request of Landlord, on or following the Commencement Date, the parties shall execute a memorandum confirming the Commencement Date and Expiration Date of this Lease, the beginning and ending dates of each "Lease Year" of this Lease, and such other information as Landlord shall reasonably request. Notwithstanding the occurrence of the Commencement Date, possession of the Premises will not be delivered to Tenant until Tenant has delivered to Landlord evidence of Tenant's insurance pursuant to Section 19A.

3. Rental. For each "Lease Year", Tenant agrees to pay Landlord "Monthly Base Rent" for the Premises in the applicable amount set forth on Schedule "A" attached. For purposes of this Lease, the term "Lease Year" shall mean the twelve (12) month periods during the term of this Lease, commencing (with respect to the first Lease Year) on the Commencement Date, and (with respect to all other Lease Years) on each annual anniversary of the Commencement Date; provided, however, that if the Commencement Date falls on a date other than the first day of a calendar month, the first Lease Year shall extend from the Commencement Date through the last day of the twelfth (12th) full calendar month following the Commencement Date, and all other Lease Years shall extend for a period of twelve full calendar months beginning on the day immediately following the expiration of the immediately preceding Lease Year. Each installment of Monthly Base Rent shall be payable in advance on or before the first day of each and every calendar month during the term, except that the Monthly Base Rent for the first full calendar month shall be paid at time of signature of this Lease. The Monthly Base Rent for any partial month at the commencement or end of this Lease shall be prorated. All installments of Monthly Base Rent and additional rent hereunder shall be paid to Landlord, without demand, deduction or offset, at Landlord's office within the Building, or at such other place as Landlord may from time to time designate to Tenant in writing.

4. Operating Cost Reimbursement; Tax Reimbursement.

A. In addition to Tenant's obligation to pay Monthly Base Rent, Tenant shall pay, as additional rent, "Tenant's Proportionate Share" of the amount by which the "Operating Costs" for each calendar year during the term exceeds the "Base Operating Costs Amount" (as such terms are hereinafter defined). The term "Operating Costs" shall mean all costs incurred by or on behalf of Landlord in operating and maintaining the Building including, without limitation, the following: (i) Cost of all management agreements (not to exceed 5% of the yearly rentals for the Building), and all wages and salaries of all employees engaged in the operation, maintenance, administration and security of the Building, including any taxes on such salaries, and all fringe benefits; (ii) cost of all janitorial supplies and materials; (iii) cost of all maintenance agreements and service agreements on equipment, including window cleaning; elevator maintenance; heat and ventilating maintenance; and fire protection systems maintenance; (iv) all insurance premiums for property and liability insurance; (v) cost of repairs and general maintenance of the Building; (vi) cost of all utilities servicing the Building, including, without limitation, electricity, steam, gas, water, sewer and oil, but excluding such utilities which are separately metered or allocated and billed to specific tenants of the Building; and (vii) the amortized portion of capital expenditures that produce a reduction in Operating Costs and the amortized portion of capital expenditures caused by governmental requirements imposed after the Commencement Date (such amortization to extend over the useful life of the items to which the capital expenditures relate, as reasonably determined by Landlord). Operating Costs shall not include federal and state income taxes, tenant alterations, interest expenses, debt service on any Landlord financing for the Building, capital expenditures, amortization or depreciation (except as specifically mentioned above). Operating Costs shall also not include costs incurred by or on behalf of Landlord in operating and maintaining the garage areas of the Building (see paragraph 3 of Addendum No. 1). The term "Base Operating Costs Amount" shall mean Four Hundred Sixty Thousand and No/100 Dollars (\$460,000.00). Notwithstanding the foregoing, the parties acknowledge and agree that (i) \$60,000.00 of the Base Operating Costs Amount has been allocated to the Operating Cost of heating the Building, and (ii) in determining Tenant's Proportionate Share of the amount by which Operating Costs for each calendar year exceeds the Base Operating Costs Amount, the Operating Cost of heating the Building will be computed separately on the basis of the amount (if any) by which the Operating Cost of heating the Building exceeds \$60,000.00. Tenant's Monthly Base Rent hereunder shall in no way be reduced if the Operating Costs for a calendar year are less than the Base Operating Costs Amount; nor shall Tenant be permitted to apply against any amount due for excess Operating Costs any difference between Operating Costs and the Base Operating Costs Amount for a previous calendar year.

B. Tenant shall also pay, as additional rent, "Tenant's Proportionate Share" of any increases in "Taxes" for a calendar year during the term hereof over the "Base Taxes" (as such terms are hereinafter defined). The term "Taxes" shall mean all taxes and assessments and governmental charges, whether federal, state, county, or municipal, which are levied on or charged against the Building and the parcel upon which the Building is situated (the "Land"), and any other taxes or assessments attributable to the Building, the Land or the operation of the Building. The term "Taxes" shall not include estate taxes, succession taxes, inheritance taxes, recording taxes, income taxes, sales taxes, or interest or penalties incurred by Landlord on account of any late payment of Taxes. Notwithstanding the foregoing, if at any time during the term of this Lease, the methods of taxation prevailing as of the date of this Lease shall be altered so that, in addition to or in lieu of or as a substitute for all or any part of any Tax which is now levied, assessed or imposed on the Building or the Land or the operation of the Building, there shall be levied, assessed or imposed: (a) a tax on the rents received from the Building, or (b) a license fee measured by the rents received by Landlord on account of the Building, the Land or any portion thereof, and/or (c) a tax or license fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon the Building, the Land or any portion thereof, the amount of any such tax or license fee attributable to the Building or the Land or the operation of the Building shall also be included within the definition of "Taxes". The term "Taxes" shall also include all reasonable costs and expenses (including reasonable attorneys' fees) incurred by Landlord in contesting any item falling within the definition of "Taxes". The term "Base Taxes" shall mean the Taxes for calendar year 2000, excluding any costs and expenses (including attorneys' fees) incurred by Landlord during such calendar year in contesting any item falling within the definition of Taxes. Tenant's Monthly Base Rent hereunder shall in no way be reduced if Taxes for a calendar year equal less than the amount comprising the Base Taxes; nor shall Tenant be permitted to apply against any amount due for increases in Taxes any difference between Taxes and Base Taxes for a previous calendar year.

C. In order to provide for current payments on account of additional rent due to Tenant's Proportionate Share of Operating Costs in excess of the Base Operating Costs Amount and increases in Taxes over Base Taxes, Tenant agrees to pay, at Landlord's request, an amount that Landlord reasonably estimates from time to time will be owing from Tenant for the ensuing calendar year due to Tenant's Proportionate Share of Operating Costs in excess of the Base Operating Costs Amount and/or increases in Taxes over Base Taxes, in twelve (12) monthly installments. Each such installment shall be due and payable on the