

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

ALLEGIANCE TELECOM, INC , *et al* ,

Debtors

Chapter 11

Case No 03-13057 (RDD)

**STIPULATION AND ORDER
RESOLVING OBJECTION OF LUCENT TECHNOLOGIES INC TO ASSUMPTION
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS**

This Stipulation and Order ("Stipulation"), dated September 10, 2004, is entered by and between the Allegiance Telecom Liquidating Trust ("ATLT") as successor to Allegiance Telecom, Inc and affiliated debtors, and their respective chapter 11 bankruptcy estates (collectively, the "Debtors" or the "Estates"), and Lucent Technologies Inc, and its affiliates and subsidiaries ("Lucent") (collectively the "Parties" and individually "Party")

WHEREAS, the Debtors and Lucent entered into General Purchase Agreement No LNMOONMY000, effective March 28, 2003, as amended by subsequent amendments and addenda (the "GPA"), pursuant to which Lucent agreed to sell (and license, as applicable) and the Debtors agreed to purchase (and license, as applicable) certain telecommunications products, services and licensed materials,

WHEREAS, the Debtors and Lucent entered into a Confidential Settlement Agreement dated March 31, 2003 (the "CSA"), which, among other things, terminated a Master Purchase Agreement between Lucent and the Debtors, required Debtors and Lucent to enter into the GPA, and resolved certain outstanding issues and claims asserted by the Debtors and Lucent against one another,

WHEREAS, on May 14, 2003 (the "Petition Date"), the Debtors filed voluntary petitions for relief pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") Thereafter, the Debtors continued in the management of their affairs and the possession of their properties as debtors-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code,

WHEREAS, Lucent timely filed proofs of claim in the Bankruptcy Court, as follows

- (a) In the amount of \$174,583.33 for pre-petition receivables (claim no 2124),

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Docket 1755
eod 9-17-04

Claim Nos. 2264,
2123 and 2124

- (b) In the amount of \$300,522 50 for post-petition obligations, which claim has increased to \$486,198 50 as of May 22, 2004 (claim no 2123), and
- (c) In the amount of \$9,314,451 00 (claim no 2264) in connection with uncollected sales and use tax including applicable interest and penalties arising out of the sale (and license as applicable) by Lucent to Debtors of products, services and licensed materials (“Sales and Use Taxes”)

WHEREAS, as of June 8, 2004, the Debtors have incurred an additional post-petition accounts receivable obligation to Lucent in the amount of \$118,959 48,

WHEREAS, the State of Washington has assessed Lucent \$265,002 27 for Sales and Use Taxes and interest penalties through June 25, 2004 arising out of the sale (and license as applicable) of products, services and licensed materials prior to the Petition Date (the “Washington Assessment”),

WHEREAS, on February 20, 2004, the Bankruptcy Court entered an order (the “Sale Order”) approving the terms of a sale of certain of the Debtors’ assets to XO Communications, Inc (“XO”) or its designee (together with XO, the “Buyer”) as set forth in an Asset Purchase Agreement, dated February 18, 2004, between the Debtors and XO (the “APA”) which assets include equipment and products that contain and/or rely upon for their operation firmware and/or software licensed by Lucent to the Debtors under the GPA,

WHEREAS, on or about May 21, 2004, the Debtors advised Lucent of their intent to assume and assign to Buyer forty (40) executory contracts, including the GPA and the CSA,

WHEREAS, on or about June 2, 2004, Lucent filed an objection (the “Assumption Objection”) to the Debtors’ assumption and assignment of executory contracts,

WHEREAS, Lucent asserts that as a precondition to the assumption and assignment of the GPA and the CSA the Debtors must pay or provide adequate assurance of payment in the amount of \$779,741 31 (the “Cure Amount”) consisting of

- (a) \$174,583 33 (pre-petition receivables)
- (b) \$486,198 50 (post-petition obligations)
- (c) \$118,959 48 (post-petition receivables)

Total \$779,741 31

Additionally, Lucent asserts that the Debtors and/or Buyer must provide adequate assurance of payment of the Washington Assessment and all Sales and Use Taxes that are assessed against Lucent on or after June 8, 2004 arising out of the sale (and license as applicable) by Lucent to

Debtors of products, services and licensed materials prior to the Initial Effective Date (as defined in the Plan as hereinafter defined) under the Plan (collectively the "Tax Assessments"),

WHEREAS, the Bankruptcy Court entered its Order Confirming Debtors' Third Amended Joint Plan Reorganization ("the Plan") on June 10, 2004 (the "Confirmation Order"), and

WHEREAS, in accordance with the terms of the Plan, on the Initial Effective Date, ATLT was created, and

WHEREAS, pursuant to the Plan, Eugene I Davis was appointed as the plan administrator (the "Plan Administrator") for ATLT, and

WHEREAS, among other things, the purpose of ATLT is to (i) wind-down Debtor's affairs, including making distributions as contemplated in the Plan, (ii) investigate, enforce and prosecute avoidance and other causes of action, (iii) object to, settle, compromise, dispute and/or prosecute disputed claims, and (iv) administer the Plan and take such actions as are necessary to effectuate the terms of the Plan,

WHEREAS, ATLT as the successor to the rights of the Debtors, and the Plan Administrator has the authority to, inter alia, perform the duties, exercise the powers, and assert the rights of a trustee under §§ 704 and 1106 of the Bankruptcy Code, and

WHEREAS, on June 8, 2004, the Parties placed on the record the general terms of a settlement pursuant to which Lucent consented to the assumption of the GPA and CSA by the Debtors and the assignment thereof to Buyer

NOW, THEREFORE, in consideration of the following terms, covenants and conditions, the Parties, and each of them, do hereby agree as follows

1 Assumption and Assignments of Executory Contracts Pursuant to § 365(a) of the Bankruptcy Code, the Estates have assumed only the GPA and the CSA and, pursuant to § 365(f) of the Bankruptcy Code, assigned the GPA and CSA to Buyer pursuant to the Sale Order, the APA, the Plan and Confirmation Order without further objection by Lucent other than those set forth and resolved herein Any obligations of Buyer associated with assignment and assumption of the GPA and CSA have arisen only subsequent to June 23, 2004 All other executory contracts between the Estates and Lucent are rejected

2 Payment of the Cure Amount ATLT shall pay to Lucent the Cure Amount within (5) days following entry hereof by wire transfer as set forth on **Exhibit A** hereto Lucent agrees that other than the payment of the Cure Amount there are no other defaults as of the Initial Effective Date of the Plan by the Estates under the GPA and CSA and Lucent's Assumption Objection is resolved Nothing contained herein shall have any affect on any executory obligations (except with respect to the Tax Assessment claims of Lucent, which are fully resolved pursuant to Paragraph 3 below) arising after the Initial Effective Date under the GPA and/or CSA

3 Adequate Assurance of Payment of the Tax Assessments Upon execution of this Stipulation, ATLT shall hold in reserve the sum of \$1,515,002.27 consisting of the Washington Assessment of \$265,002.27 and an additional \$1,250,000.00 (collectively the "Tax Assessment Reserve") Until the Tax Assessment Reserve terminates as provided below, Lucent shall promptly notify ATLT in writing of (a) any Tax Assessment by a state or local taxing authority and (b) any decision with respect to a Tax Assessment which has been appealed or protested, provided, however, that Lucent shall in all instances give ATLT notice of such event no later than ten (10) days prior to the date by which a response, protest, contest, or other appeal of such Tax Assessment must be filed. In the first instance, Lucent shall have the exclusive right to contest any Tax Assessment at its own expense. In the event that all or any portion of a Tax Assessment must be paid in order to contest the imposition of any such Tax Assessment in connection with a contest that Lucent elects to pursue, or to avoid the existence of a lien on the assets of Lucent during the pendency of such contest, Lucent shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. ATLT shall pay all valid final and non-appealable Tax Assessments (or reimburse Lucent in the event Lucent pays any or all valid final and non-appealable Tax Assessments) from the Tax Assessment Reserve upon presentation by Lucent of proof of a valid final and non-appealable Tax Assessment. For purposes of this Stipulation, a "valid final and non-appealable Tax Assessment" shall mean one that is issued by a state or local taxing authority in accordance with the applicable law and which is not subject to any further administrative or judicial review and all times for appeal, reconsideration, or requests for reassessment have run without an appeal, reconsideration, or request for reassessment having been taken. Until the Tax Assessment Reserve terminates as provided below, in the event Lucent elects not to contest a Tax Assessment, Lucent must either (a) waive its right to reimbursement from ATLT for that Tax Assessment in which event ATLT shall have no right to contest the Tax Assessment and ATLT shall have no liability for such Tax Assessment, or (b) promptly notify ATLT that it is (i) not responding, protesting, contesting, or appealing the Tax Assessment and (ii) seeking reimbursement for the Tax Assessment as if it were a valid final and non-appealable Tax Assessment which notice shall set forth the legal and/or factual basis for not contesting the Tax Assessment along with a copy of the Tax Assessment, provided, however, that Lucent shall in all instances give ATLT notice of such decision to not protest, contest or appeal such Tax Assessment no later than ten (10) days prior to the date by which a response, contest, protest or other appeal of such Tax Assessment must be filed, provided, further, that Lucent may not elect option (b) (e.g., to notify ATLT and not protest, contest, or appeal a Tax Assessment) unless Lucent has a good faith belief that there is no reasonable basis in law or fact for a contest, protest, or appeal of such Tax Assessment, provided, finally, that in the event that Lucent elects option (b) and fails to notify ATLT in time to allow ATLT to file a response, protest, or contest, Lucent shall be deemed to have waived its right to seek reimbursement from ATLT for that Tax Assessment. In the instance Lucent notifies ATLT that it is not contesting the Tax Assessment, ATLT may elect, at its sole discretion, to pursue the contest of the Tax Assessment in good faith, at its own expense, or to pay to Lucent the Tax Assessment from the Tax Assessment Reserve, in which case the Tax Assessment Reserve shall be reduced by the amount of such Tax Assessment. In the event, ATLT elects to contest a Tax Assessment and, further, in the event that all or a portion of a Tax Assessment must be paid in order to contest the imposition of any such Tax Assessment or to avoid the existence of a lien on the assets of Lucent during the pendency of such contest, ATLT shall be

responsible for such payment from the Tax Assessment Reserve, the Tax Assessment Reserve shall be reduced by such payment, and any refund or recovery shall be returned to the Tax Assessment Reserve, provided, however, that in the event that the Tax Assessment Reserve has terminated as provided below prior to the payment of any such refund or recovery, such refund or recovery shall be paid directly to ATLT (or its successors and assigns) and Lucent shall have no rights in such refund or recovery. In the event that any such contest must be pursued in the name of Lucent, Lucent shall permit ATLT to pursue and control the contest in the name of Lucent and Lucent shall have the opportunity to participate fully in the preparation of such contest at its own expense. In any contest of a Tax Assessment, the Party bringing the protest shall promptly furnish the other Party with notice of the pending proceeding, copies of all filings in any proceeding, protest, contest, or legal challenge, all rulings issued in connection therewith, all correspondence between such Party and the state or local taxing authority, the final resolution thereof, and any action therein that would affect Lucent's obligation to collect and remit, and the Party bringing the contest shall allow the other Party to participate in such contest with its own counsel at its own expense. Notwithstanding anything contained herein to the contrary, the Estates, ATLT and the Buyer shall not be liable for Tax Assessments in excess of the Tax Assessment Reserve. The Tax Assessment Reserve shall terminate on the earlier of the depletion of all funds therein or the dissolution of the ATLT, as defined in the Debtors' Third Amended Joint Plan of Reorganization, and (a) any remaining funds in the Tax Assessment Reserve and (b) any amounts which ATLT has paid to respond, protest, contest, or appeal a Tax Assessment which is returned to ATLT at the conclusion of such contest, shall be returned to ATLT.

4 Claims Resolved This Stipulation resolves all of Lucent's claims against the Estates and ATLT. The Parties agree that Lucent's proofs of claims numbered 2264, 2123, and 2124 are resolved pursuant to this Stipulation and therefore shall be expunged upon the entry of this Stipulation. Lucent does not have any claims against Buyer with respect to the subject matter of the Stipulation although nothing in this Stipulation is deemed a waiver of future performance by either Buyer or Lucent under the CSA and GPA.

5 Mutual Releases

(a) Release in Favor of the Debtors Upon ATLT's payment of the Cure Amount and the funding of the Tax Assessment Reserve, Lucent hereby releases and forever discharges the Debtors, the ATLT, and the Estates from any and all claims, actions, suits, accounts, covenants, contracts, controversies, damages, judgments and demands, of whatever kind or nature which Lucent ever had, now has or may have, arising on or before the Effective Date (hereinafter defined), including, but not limited to, the proofs of claim filed by Lucent in the Bankruptcy Court and liability for Tax Assessments in excess of the Tax Assessment Reserve, excluding, however, any obligations arising under this Stipulation.

(b) Release in favor of Lucent Upon the Effective Date, the Debtors, the ATLT and the Estates hereby release and forever discharge Lucent from any and all claims, actions, suits, accounts, covenants, contracts, controversies, damages, judgments and demands, of whatever kind or nature which the Debtors ever had, now have or may have arising on or before the Effective Date (hereinafter defined), including, but not limited to (i) any claim to

avoid and recover any transfer or payment pursuant to §§ 544, 547, 548, 549 and/or 550 of the Bankruptcy Code, and (ii) the “duplicate payment claim” reserved by the Debtors in the CSA

(c) This Stipulation shall be effective as a full and final accord and satisfaction and release between the Parties for all the claims released hereunder. Nothing in this Stipulation shall constitute, or be considered as, an admission by either party of the truth or merit of any fact, any asserted principle of law, any matter, claim, or cause of action alleged or asserted by either Party with respect to the matters settled herein, and no part of this Stipulation may be used in any way against a party in any legal, equitable, or administrative action or arbitration except in an action to enforce, or seek damages for the breach of, this Stipulation. This Stipulation also does not constitute an admission with respect to the appropriateness or legality of any charges, billed or unbilled, whether paid or unpaid, which are settled herein.

6 Effective Date The effective date (“Effective Date”) of this Stipulation shall be the date on which a final non-appealable order is entered by the Bankruptcy Court approving the Stipulation.

7 Successors and Assigns This Stipulation shall be binding upon the Parties and creditors of the Debtors and their respective estates, agents, employees, heirs, successors, assigns, administrators, receivers and legal representatives, whether a signatory hereto or not, including, but not limited to, any chapter 11 or chapter 7 trustee appointed in the Debtors’ bankruptcy cases.

8 Waiver No provision hereof may be waived unless in writing and signed by the Party whose rights are thereby waived. Waiver of any one provision herein shall not be deemed a waiver of any other provision herein (whether similar or not), nor shall such waiver constitute a continuing waiver unless expressly so provided.

9 Amendments This Stipulation may not be amended except by an instrument in writing signed by the Parties hereto.

10 Governing Law and Exclusive Jurisdiction. The Bankruptcy Court shall retain jurisdiction to enforce, implement and interpret the terms and provisions of this stipulation. Where substantive law other than the Bankruptcy Code controls, this Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any suit or action arising out of this Stipulation, other than as provided herein, shall only be brought in the federal courts located in, or the state courts of, New York. In the event of any suit, the Parties (a) agree that service may be effected in accordance with the procedure for serving Notices in Paragraph 16 below, (b) consent to personal jurisdiction and waive any defense based on a lack of personal jurisdiction, improper venue, or inconvenience of the forum and (c) WAIVE TRIAL BY JURY.

11 Construction. In the event that a provision of this Stipulation contradicts any term or provision of any other document, instrument or agreement between the Parties, the terms of this Stipulation shall control.

12 Entire Agreement This Stipulation constitutes the entire understanding and agreement between the Parties hereto, and supersedes and replaces all other prior negotiations, agreements or understandings between the Parties, whether written or oral, relating to the subject matter hereof, including the settlement placed on the record on June 8, 2004. Each of the Parties acknowledges and represents that no other party or agent or attorney of any other party has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter of this Stipulation. Each Party acknowledges and represents that it has not executed this Stipulation in reliance upon any promise, representation or warranty whatsoever not expressly set forth in this Stipulation.

13 Representations of Authority The persons signing below each represent and warrant that they have the authority to enter into this Stipulation on behalf of the Party on whose behalf they so sign. Lucent represents and warrants to ATLT that it is the sole holder of all claims against the Estates related to the GPA and CSA and Lucent has not assigned, sold, or otherwise transferred any claims against the Estates related to the GPA and CSA.

14 Expenses Each Party shall bear its own out-of-pocket expenses incurred in connection with this Stipulation and with the transactions contemplated hereby.

15 Further Assurances The Parties hereto shall, at any time, and from time to time following the execution of this Stipulation, execute and deliver all such further instruments and take all such further actions as may be reasonably necessary or appropriate to carry out or effect the provisions of this stipulation.

16 Notices All notices or other communications pursuant to this Stipulation shall be given in writing and shall be hand delivered, sent by a reputable overnight carrier, or mailed by registered mail, postage prepaid, addressed to the other Parties hereto (as applicable) to the following respective addresses:

TO LUCENT

Lucent Technologies Inc
Global Asset Recovery
600-700 Mountain Avenue
Room 7C-508
Murray Hill, New Jersey 07974
Attn: Mr. Richard Wolbach

with a copy to

Lowenstein Sandler, PC
65 Livingston Avenue
Roseland, New Jersey 07068
Attn: Robert Towey, Esq.

TO THE ATLT

Eugene Davis, Trustee
Allegiance Telecom Liquidating Trust
5 Canoe Brook Drive
Livingston, New Jersey 07039

with a copy to

Akin Gump Strauss Hauer & Feld
590 Madison Avenue
New York, New York 10022
Attn: Ira S. Dizengoff, Esq.

17 Counterparts This Stipulation may be signed in multiple counterpart copies, each of which shall constitute an original with the same force and effect as if each of the Parties hereto had signed a single instrument.

IN WITNESS WHEREOF, the undersigned Parties have executed this Stipulation effective as of date set forth above.

ALLEGIANCE TELECOM LIQUIDATING TRUST

By /s/ Eugene I. Davis
Eugene I. Davis

LUCENT TECHNOLOGIES INC

By /s/ Richard Wolbach
Richard Wolbach

SO-ORDERED this 17th day of September 2004

/s/Robert D. Drain
Honorable Robert D. Drain
United States Bankruptcy Judge

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

PROOF OF CLAIM

In re (Name of Debtor) **Allegiance Telecom Inc** Case Number **03 13057 (RDD)**
(Jointly Administered)

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

Name of Creditor
(The person or entity to whom the debtor owes money or property)
Lucent Technologies Inc

Name and Addresses Where Notices Should be Sent
**Robert D Towey Esq
Andrew J Pincus Esq
Lowenstein Sandler PC
65 Livingston Avenue
Roseland NJ 07068**

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

Check box if you have received notices from the bankruptcy court in this case

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

**FILED
U.S.B.C. SOUTHERN DISTRICT OF NEW YORK
ALLEGIANCE TELECOM, INC
03-13057 (RDD)
1876**

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ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
Various see attached documentation

Check here if this claim replaces amends a previously filed claim dated _____

1 BASIS FOR CLAIMS
 Goods sold
 Services performed
 Money loaned
 Personal injury/wrongful death
 Taxes
 Other (Describe briefly)

Retiree benefits as defined in 11 U.S.C. §114(a)
 Wages salaries and compensations (Fill our below)
 Your social security number
 Unpaid compensations for services performed from _____ (date) to _____ (date)

**RECD
DEC 03 2003**

2 DATE DEBT WAS INCURRED Pre petition

3 IF COURT JUDGMENT DATE OBTAINED

BMC

4 CLASSIFICATION OF CLAIM Under the Bankruptcy Code all claims are classified as one or more of the following (1) Unsecured nonpriority (2) Unsecured Priority (3) Secured It is possible for part of a claim to be in one category and part in another CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM

SECURED CLAIM \$
 Attach evidence of perfection of security interest
 Brief Description of Collateral
 Real Estate Motor Vehicle Other (Describe briefly)

Amount of arrearage and other charges included in secured claim above if any \$ _____

UNSECURED NONPRIORITY CLAIM \$300,522.50 A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim

UNSECURED PRIORITY CLAIM
 \$ _____

Specify the priority of the claim

Wages salaries or commissions (up to \$2000¹/\$4,000²/\$4,300³) earned not more than 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 \$900¹/\$1,800²/\$1,950³ of deposits towards 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 of governmental units 11 U.S.C. §507(a)(8)

Other Specify applicable paragraph of 11 U.S.C. §§507(a)

¹Cases commenced prior to 10/22/94 ²Cases commenced on or after 4/01/98
³Cases commenced on or after 10/22/94

5 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED

\$300,522.50 (Unsecured)	\$ _____ (Secured)	\$ _____ (Priority)	\$300,522.50 (Total)
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Check this box if claim includes prepetition charges in addition to the principal amount of the claim Attach itemized statement of all additional charges

6 CREDITS AND SETOFFS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof In filing this claim, claimant has deducted all amounts that claimant owes to debtor

7 SUPPORTING DOCUMENTS Attach copies of supporting document such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments or evidence of security interests If the documents are not available explain If the documents are voluminous attach a summary

8 TIME STAMPED COPY To receive an acknowledgement of the filing of your claim enclose a stamped self addressed envelope and copy of this proof of claim

Date
November 24 2003

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)
LOWENSTEIN SANDLER PC
 By Andrew J Pincus Esq

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RECEIVED



Software Feature Management Office Summary Report
Allegiance

<u>Office Name</u>	<u>Base & Control</u>	<u>SFM Run Date</u>	<u>5ESS Generic</u>	<u>Office Total</u>	<u>Not Billed Total</u>
ATLANTA 01	301YD0	20031001	5E15(1)	00	00
AUSTIN	517ZD0	20031001	5E15(1)	6 00	00
BALTIMORE	762YD0	20031001	5E15(1)	1,459 00	00
BOSTON 01	538YD0	20031001	5E15(1)	5,416 50	00
CHICAGO 01	497YD0	20031001	5E15(1)	00	00
CLEVELAND	121ZD0	20031001	5E15(1)	221 00	00
DALLAS 0	442YD0	20031001	5E15(1)	617 00	00
DALLAS 02	442YD1	20031001	5E15(1)	00	00
DENVER 01/	858YD0	20031001	5E15(1)	675 00	00
DETROIT 01	784YD0	20031001	5E15(1)	188 00	00
HOUSTON 01	595YD0	20031001	5E15(1)	2,160 00	00
LOS ANGELE	498YD0	20031001	5E15(1)	7,440 00	00
Lab Switch	475ZD0	20031001	5E15(1)	00	00
MIAMI 01	119ZD0	20031001	5E15(1)	2,526 00	00
MINNEAPOLI	234ZD0	20031001	5E15(1)	7,053 50	00
NEW JERSEY	082ZD0	20031001	5E15(1)	4,370 00	00
NEW YORK 0	232YD0	20031001	5E15(1)	18 00	00
NEW YORK I	690YD0	20031001	5E15(1)	33 00	00
ORANGE COU	124ZD0	20031001	5E15(1)	8,588 00	00
PHILADELPH	569YD0	20031001	5E15(1)	1,657 50	00
PHOENIX	233ZD0	20031001	5E15(1)	155,428 00	00
Pittsburg	563ZD0	20031001	5E15(1)	5,836 50	00
Pc stand	944ZD0	20031001	5E15(1)	60,814 00	00
SACRAMENTO	519ZD0	20031001	5E15(1)	2,646 00	00
SAN ANTONI	518ZD0	20031001	5E15(1)	3,361 50	00
SAN DIEGO	673YD0	20031001	5E15(1)	00	00
SAN FRANCI	520YD0	20031001	5E15(1)	8,226 00	00
SAN JOSE	123ZD0	20031001	5E15(1)	5,782 00	00
SEATTLE 01	027ZD0	20031001	5E15(1)	623 00	00
ST LOUIS	120ZD0	20031001	5E15(1)	917 00	00
TAMPA	235ZD0	20031001	5E15(1)	1,701 00	00
WASHINGTON	559YD0	20031001	5E15(1)	12,759 00	00
TOTAL				300,522 50	00