

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

In re: Allegiance Telecom, Inc. , et al., Debtors.	)))))	Chapter 11 Case No. 03-13057 (RDD) (Jointly Administered)
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AFFIDAVIT OF SERVICE RE:

1. **EMERGENCY INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL BY CONSENT**
2. **INTERIM ORDER AUTHORIZING AND APPROVING THE RETENTION OF BANKRUPTCY MANAGEMENT CORPORATION AS NOTICE, CLAIMS AND BALLOTING AGENT FOR DEBTORS**
3. **INTERIM ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KIRKLAND & ELLIS AS ATTORNEYS FOR THE DEBTORS**
4. **INTERIM ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF TOGUT, SEGAL & SEGAL LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION**
5. **INTERIM ORDER PURSUANT TO SECTIONS 105(a), 327, 328, 330 AND 363(c) OF THE BANKRUPTCY CODE AUTHORIZING EMPLOYMENT OF PROFESSIONALS UTILIZED IN THE ORDINARY COURSE OF BUSINESS**
6. **INTERIM ORDER PURSUANT TO SECTIONS 105(a), 363, AND 541 OF THE BANKRUPTCY CODE (A) AUTHORIZING THE DEBTORS TO PAY SALES AND USE TAXES AND REGULATORY AND UNIVERSAL SERVICE FEES, AND (B) AUTHORIZING AND DIRECTING APPLICABLE BANKS AND OTHER FINANCIAL INSTITUTIONS TO RECEIVE, PROCESS, HONOR AND PAY ALL CHECKS PRESENTED FOR PAYMENT**
7. **INTERIM ORDER PURSUANT TO SECTIONS 105(A), 345, 363, 1107 AND 1108 OF THE BANKRUPTCY CODE AUTHORIZING INVESTMENT OF FUNDS USING EXISTING INVESTMENT GUIDELINES**

I, James H. Myers, state as follows:

1. I am over eighteen years of age and I believe the statements contained herein are true based on my personal knowledge. My business address is c/o Bankruptcy Management Corporation, 1330 East Franklin Avenue, El Segundo, California 90245.

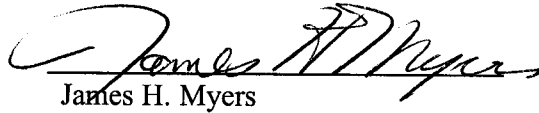
2. At the direction of Kirkland & Ellis, Attorneys for Debtors and Debtors in Possession, I caused service of the documents attached hereto as Exhibit 1 to be effected on the parties listed in Exhibit 2.

3. Except as noted in Exhibit 2, all parties were served on May 16, 2003.

4. Such service was effected via first-class mail and deposited with the United States Postal Service with postage thereon fully prepaid.

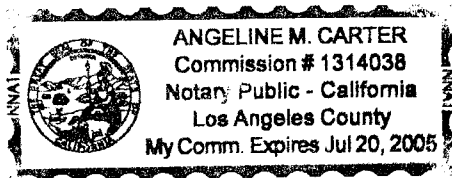
I declare under penalty of perjury that the foregoing is true and correct.

DATED: May 27, 2003
El Segundo, California


James H. Myers

State of California)
) ss
County of Los Angeles)

Personally appeared before me on May 28, 2003, James H. Myers, an individual, known to me to be the person who executed the foregoing instrument and acknowledged the same.



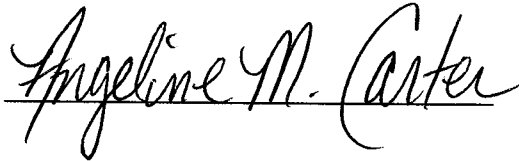


EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

EMERGENCY INTERIM ORDER
AUTHORIZING USE OF CASH COLLATERAL BY CONSENT

This matter comes on for an emergency hearing pursuant to that certain motion (the "Motion"), dated May 14, 2003, filed by Allegiance Telecom, Inc. and its direct and indirect subsidiaries, as debtors and debtors in possession identified on Exhibit "A" annexed hereto (collectively, the "Debtors"), seeking entry of (I) Interim and Final Orders Authorizing the Debtors to (A) Use Cash Collateral and (B) Provide Adequate Protection to the Prepetition Lenders and (II) Order Scheduling Final Hearing Pursuant to Bankruptcy Rule 4001 (the "Motion"). The Motion seeks the entry of an Interim Order (the "Interim Order") authorizing the Debtors to use "Cash Collateral" (as such term is defined in section 363(a) of title 11 of the United States Code (the "Bankruptcy Code")) and to provide adequate protection, substantially all of which Cash Collateral is presently subject to a first-priority security interest and rights of setoff in favor of the Agent on behalf of the Lenders, as defined below, as senior secured creditors.¹ At the hearing on the Motion held before this Court on May 15, 2003, attorneys for General Electric Capital Corporation, as Agent, and the Debtors appeared consenting to the use

¹ As of the date hereof, the Debtors have approximately \$26 million in cash (the "Disputed Amount") in Account #343605, which is an interest bearing account, at JPMorgan Chase Bank (the "Disputed Account"). The Debtors dispute the Agent's asserted security interest in the Disputed Account. Until further Order of this Court, the Debtors will maintain the Disputed Amount and all interest related thereto in the Disputed Account and not use such cash. The Debtors reserve their right to file an action to avoid any asserted security interest in the Disputed Amount or the Disputed Account and the Lenders reserve their right to defend, object or otherwise respond to any such action.

of Cash Collateral; provided, however, that such use is conditioned upon the entry of the Interim Order imposing certain conditions and granting certain relief for the benefit of the Lenders as hereinafter set forth. Based upon the information presented to this Court at the hearing on the Motion, and upon review of the Motion itself, it appears as follows:

A. On May 14, 2003 (the "Commencement Date"), each of the Debtors commenced a case under chapter 11 of the Bankruptcy Code (collectively referred to as the "Cases"). Pursuant to sections 1107 and 1108 of the Bankruptcy Code, the Debtors retained possession of their assets and continue to operate their businesses as debtors in possession.

B. Prior to the Commencement Date, the Debtors entered into that certain Credit and Guaranty Agreement, dated as of February 15, 2000, (as amended, restated, supplemented or otherwise modified from time to time the "Prepetition Credit Agreement") and related loan documents thereto (the "Prepetition Loan Documents"), between and among Allegiance Telecom Company Worldwide (the "Borrower"), Allegiance Telecom, Inc. (the "Company"), and other Debtor subsidiaries of the Company (together with the Company, the "Guarantors"), lenders party thereto from time to time (the "Lenders"), Goldman Sachs Credit Partners L.P., as syndication agent, General Electric Capital Corporation (as successor in interest to Toronto Dominion (Texas), Inc.), as administrative agent (the "Agent"), and BankBoston, N.A. and Morgan Stanley Senior Funding, Inc., as Co-Documentation Agents, pursuant to which the Agent claims first priority liens on, and security interests in, substantially all of the Debtors' assets, both tangible and intangible, real and personal, on behalf of the Lenders, including inter alia, the Debtors' accounts, inventory, machinery and equipment, real property, chattel paper, books and records, intellectual property, licenses, deposit accounts, money, negotiable collateral, securities, general intangibles, right, title and interest in and to all shares of capital stock of each

of their subsidiaries and the proceeds and recoveries of the foregoing (collectively, the “Collateral”).² As such, the Agent and the Lenders claim a perfected first-priority security interest in the Collateral.³

C. Pursuant to the terms of the Prepetition Credit Agreement, the Lenders have made prepetition extensions of credit and other financial accommodations to the Debtors from time to time.

D. An immediate and critical need exists for the Debtors to be permitted access to Cash Collateral to continue to operate their businesses. Without access to Cash Collateral, the Debtors will not be able to pay their payroll and other direct operating expenses or to maintain vendor and customer support. As a result, the Debtors and their estates would be irreparably harmed.

E. The Lenders have consented to the Debtors’ continued use of Cash Collateral on the express terms and conditions set forth in this Interim Order.

F. Notice of the interim hearing on the Motion and this Interim Order has been provided to (i) the Office of the United States Trustee for the Southern District of New York (the “U.S. Trustee”); (ii) attorneys for the Agent and (iii) attorneys for the Ad Hoc Committee (as defined in the Motion).

G. Good cause has been shown for the entry of this Interim Order. Among other things, entry of this Interim Order will minimize disruption of the Debtors’ businesses and operations and permit them to meet payroll and other operating expenses, and to maintain vendor support. The Cash Collateral use arrangement authorized hereunder is vital to avoid immediate

² See footnote 1, supra.

³ Unless otherwise defined herein, capitalized terms in this Interim Order shall be as defined in the Prepetition Credit Agreement.

and irreparable harm to the Debtors' estates. Absent the use of Cash Collateral, none of the Debtors' estates would have necessary funds to satisfy their respective obligations. Allowing the use of Cash Collateral therefore is in the best interests of the Debtors' estates and creditors.

H. The use of Cash Collateral and adequate protection arrangements authorized hereunder have been negotiated in good faith and at arm's length, and the terms of such Cash Collateral use and adequate protection arrangements are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment, and are supported by reasonably equivalent value and fair consideration.

I. The Debtors have requested immediate entry of this Order pursuant to rule 4001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"). The permission granted herein to allow the Debtors to use Cash Collateral is necessary to avoid immediate and irreparable harm to the Debtors. The Court concludes that entry of this Interim Order is in the best interests of the Debtors and their estates and creditors as its implementation will, among other things, allow for the continued operation of the Debtors' existing businesses.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED, DECREED AND, AS APPLICABLE, STIPULATED⁴:

1. The Lenders have consented to the Debtors' use of Cash Collateral in the ordinary course of business in accordance with the budget annexed hereto as Exhibit "B" (the "Budget"), which Budget shall be updated by no later than the date of the Final Hearing scheduled pursuant to Paragraph 23, and thereafter the Budget shall be updated monthly to maintain a full 13 week forecast period (in the form of the Budget attached as Exhibit "B"), subject to the express terms and conditions set forth in this Interim Order; provided that any Cash

⁴ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, pursuant to Bankruptcy Rule 7052.

Collateral received on account of or from the Collateral in excess of that needed to conduct the Debtors' businesses as set forth in the Budget is to be retained by the Debtors where the Debtors currently maintain accounts to which the Agent's liens and claims for the benefit of itself and the Lenders shall attach, and the Debtors agree not to transfer any additional funds into the Disputed Account.

2. Subject to the terms and conditions of this Interim Order, the Debtors may use the Cash Collateral to pay their ordinary and necessary business expenses as set forth on the Budget; provided that such use shall not be in excess of cash on hand, collections actually received in connection with accounts, disposition of inventory, and sales of approved Collateral existing on the Commencement Date and generated thereafter. The Debtors believe that the Budget includes all reasonable, necessary, and foreseeable expenses to be incurred in the ordinary course of business in connection with the operation of their businesses for the period set forth in the Budget. In no event shall the Debtors use any Cash Collateral to pay, in the aggregate, any amounts in excess of the Total Weekly Disbursements, as provided for in the Budget as the cumulative disbursements for such week (the "Total Weekly Disbursements") provided, however, budgeted amounts not used in any one week may be carried forward in the Budget, with the exception of payroll, to be used by the Debtors in subsequent weeks. The Amounts disbursed for Capital Expenditures shall not exceed the capital expenditure line item in the Budget each week, inclusive of any Capital Expenditure carry forward amounts. Further, amounts disbursed for payroll shall not exceed the payroll line item in the Budget by more than 10% in each week and any unused amount in each payroll line item may not be carried forward. The Debtors shall not pay an expense in advance of the week in which a particular expense is scheduled to be paid, except for incidental items not greater than \$50,000. The Debtors further

agree not to incur any administrative expenses other than as set forth in the Budget, exclusive of professional fees as to professionals whose engagements are approved by the Bankruptcy Court pursuant to sections 327 and 1103 of the Bankruptcy Code and fees payable pursuant to 28 U.S.C. § 1930, without the prior written consent of the Agent or approval by the Bankruptcy Court after notice to the Agent and a hearing. After five (5) days notice to the U.S. Trustee and any Committee (as defined below), and prior to the appointment of the Committee, to the Ad Hoc Committee, the Agent and the Debtors may mutually agree to modify the Budget without further Order of this Court.

3. In addition to maintaining compliance with the Budget as provided for herein, the Debtors shall maintain a minimum weekly cash balance (the "Minimum Cash Balance") determined at the close of business on Friday of each week as: (i) the Debtors' cash balance on the Petition Date (excluding the Disputed Amount) (the "Cash Balance"), minus (ii) the Cumulative Cash Used as defined and set forth on the Budget (the "Cumulative Cash Used"). The Debtors shall provide to the Agent and the Ad Hoc Committee an initial report reflecting the Cash Balance within five (5) business days from entry of the Interim Order and thereafter a report reflecting the Minimum Cash Balance shall be provided in accordance with Paragraph 17 (e).

4. The Debtors' right to use Cash Collateral under this Interim Order shall commence on the date of the entry of this Interim Order and expire on the earlier of (i) the date of the entry of the final order (the "Final Order") granting use of Cash Collateral, (ii) the close of business on July 15, 2003, unless mutually extended by the Agent and the Debtors, or (ii) the occurrence of a Termination Event as defined in Paragraph 18 of this Interim Order (collectively referred to as the "Expiration Date"). In no event shall the Debtors be authorized to use Cash

Collateral for any purposes or under any terms other than those set forth herein and as set forth in the Budget or as may otherwise be approved by this Court following notice and hearing as may be required; provided, however, that nothing in this Interim Order shall be deemed a waiver of the Debtors' rights to seek additional use of Cash Collateral or the Agent's and the Lenders' rights to oppose any such request.

5. In allowing use of Cash Collateral as provided for herein, pursuant to the Debtors' existing cash management system, the Debtors are required to maintain accounts to which the Agent's liens and claims for the benefit of itself and the Lenders attach with respect to collections to the extent Debtors receive any such collections or proceeds from the Collateral. Unless and until new procedures are established as may be required by the U.S. Trustee or otherwise, the Debtors are authorized and directed to maintain their prepetition cash management system and bank account systems as were in effect on the date of this Interim Order.

6. The Lenders are entitled, pursuant to sections 361 and 363(e) of the Bankruptcy Code, to adequate protection of their interest in the Collateral to extent that there is a diminution in the value of the Lenders' interest in the Collateral from and after the Commencement Date. As adequate protection for any diminution in value of the Lenders' interest in the Collateral from and after the Commencement Date, the Agent, for itself and on behalf of the Lenders, is hereby granted, as adequate protection for any diminution in value of the Lenders' interest in Cash Collateral, a valid, perfected and enforceable security interest (the "Replacement Liens") equivalent to a lien granted under the section 364(c) of the Bankruptcy Code in and upon all of the assets of the Debtors in existence prior to the Commencement Date and hereby created after the Commencement Date, including without limitation, all of the Debtors' accounts, contract rights, inventory, machinery and equipment, licenses, general

intangibles, real property, and such other collateral in which the Agent on behalf of itself, and the Lenders had an interest prior to the initiation of the Cases (but not including claims or causes of action arising solely under sections 544, 547, 548, 549, 550 and 553 of the Bankruptcy Code and the proceeds therefrom), whether such property was owned on the Commencement Date or thereafter created, acquired or arising, and all improvements, additions and extensions thereto, all replacement thereof, all books and records with respect thereto and all products and proceeds of the foregoing, specifically including any proceeds of the foregoing deposited into bank accounts opened by the Debtors prepetition, any accounts opened by the Debtors after the Commencement Date and the accounts themselves; provided, however, that nothing in this Interim Order shall grant a lien or security interest in favor of the Lenders in the Disputed Account or the Disputed Amount. The Replacement Liens shall be subject only to (a) the Carve Out (defined below); (b) the security interests of the Agent, on behalf of itself and the Lenders, in the same order of priority as such interests existed on the Commencement Date; (c) any certificates of deposit, (d) any Collateral subject to valid security interests or liens, including without limitation, any assets acquired or to be acquired by the Debtors which are subject to a purchase money security interest by a third party (except to the extent such Collateral was encumbered by junior liens and security interests in favor of the Agent); and (e) the Disputed Account and the Disputed Amount.

7. The Replacement Liens herein granted: (i) are and shall be in addition to all security interests, liens and rights of set-off existing in favor of the Agent and the Lenders on the Commencement Date; (ii) are and shall be valid, perfected, enforceable and effective as of the date of the entry of this Interim Order without any further action by the Debtors or the Agent, and the Lenders and without the necessity of the execution, filing or recordation of any financing statements, security agreements, vehicle lien applications, filings with the United States Patent

and Trademark Office, mortgages or other documents; and (iii) shall secure the payment of indebtedness to the Agent and the Lenders, as the case may be, in an amount equal to any diminution in value of the Cash Collateral or any other Collateral.

8. In addition to the Replacement Liens granted to the Agent on behalf of itself and the Lenders pursuant to this Interim Order, the Agent is hereby granted an administrative claim under sections 503(b)(1), 507(a), and 507(b) of the Bankruptcy Code (the “507(b) Claims”) for the amount by which adequate protection afforded herein for any diminution of value of the Cash Collateral from and after the Commencement Date or any other Collateral proves to be inadequate. Such 507(b) Claims shall be allowed and have priority over all other costs and expenses of the kind specified in or ordered pursuant to sections 105, 326, 330, 331, 503(b), 506(c), 507(a), 507(b) or 726 of the Bankruptcy Code, subject to the Carve Out. As further adequate protection, for the use of Cash Collateral and other Collateral, the Agent shall receive from the Debtors periodic payments in an amount equal to the interest payments due and owing under the Prepetition Credit Agreement at the applicable non-default rate of interest on the principal amount of the obligations due and owing under the Prepetition Credit Agreement as of the Commencement Date, with such payments being due on the dates mandated for payments of interest under the Prepetition Credit Agreement. In addition, the Debtors will continue to pay to the Agent all other actual and reasonable fees, costs and expenses provided for under the Prepetition Credit Agreement, including, but not limited to actual and reasonable legal fees and costs of the Agent’s counsel and financial advisory fees and costs, of such professionals engaged by the Agent on behalf of the Lenders; provided, however, that such financial advisory fees and costs shall not exceed \$175,000 per month. The foregoing payments are to be made to the Agent because, among other things, the Debtors will continue to use the

Cash Collateral and other Collateral which secure the claims and Obligations owing under the Prepetition Credit Agreement and will continue to use their ongoing business and operating facilities. Such payments are being made for the purpose of, among other things, protecting the Agent's and the Lenders' claims, obligations, and collateral interests from such use and the potential depreciation and deterioration of the Cash Collateral and the Collateral as a result of such use and as consideration for the Agent's and the Lenders' consent to the use of such collateral under the terms of this Interim Order.

9. Notwithstanding any provision of this Interim Order to the contrary, the liens on the Collateral, the Replacement Liens and the 507(b) Claims granted to the Agent on behalf of itself and the Lenders pursuant to this Order shall be subject and subordinate to a carve out (the "Carve Out") for the payment of: (a) the allowed and unpaid professional fees and expenses incurred by the Debtors and by any statutory committee appointed in these chapter 11 cases (the "Committee"), pursuant to sections 327(a) and 1103 of the Bankruptcy Code, through the Expiration Date plus \$2 million to cover professional fees and expenses accrued after the Expiration Date (the "Professional Fee Carve Out"); (b) the approved professional fees and expenses incurred by any court approved professional employed by a Chapter 7 Trustee or Chapter 11 Trustee up to the amount of \$50,000 (the "Trustee Cap"); and (c) fees payable to the U.S. Trustee required to be paid pursuant to 28 U.S.C. §1930; provided, however, that in any event, the Carve Out shall not include, and no Cash Collateral available to the Debtors pursuant to this Interim Order shall be used to pay, professional fees and disbursements incurred in connection with prosecuting and asserting any claims or causes of action against the Agent or the Lenders, other than the Lenders that failed to meet their obligations under the Prepetition Credit Agreement, provided however, that the Carve Out shall include the Committee's investigation

rights pursuant to Paragraph 14. Nothing herein shall be construed as a waiver of the right of any party to object to the allowance of any such professional fees. Notwithstanding anything to the contrary, the Professional Fee Carve Out shall not be reduced by any allowed interim amounts paid to the professionals pursuant to separate orders of the court or any prepetition retainers paid by the Debtors to professionals retained by it.

10. Upon reasonable notice to the Debtors, the Agent and the Lenders, or any of them, shall have access to, and the right to examine and audit the Debtors' books and records to the extent allowed and in accordance with the procedures under the terms of the Prepetition Credit Agreement.

11. The use of Cash Collateral by the Debtors shall give rise to an obligation of the Debtors to the Agent for repayment of the amount by which the Cash Collateral decreased in value from the Commencement Date to the Expiration Date, but which amount shall not exceed the total amount of Obligations which may be due and owing, or become due and owing, under the Prepetition Credit Agreement.

12. In consenting to the continued use of Cash Collateral, the Debtors and the Agent and the Lenders stipulate and agree that:

- (a) the certain Prepetition Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time), the Guaranties and related Loan Documents entered as of February 15, 2000, between and among, inter alia, the Debtors, the Lenders, and the Agent are in all respects, valid and binding agreements and obligations of the Debtors;
- (b) as of the Commencement Date the principal balance due and owing under the revolving credit facility of the Prepetition Credit Agreement was \$319,800,000, plus interest, fees, costs and expenses, and that the principal balance due and owing under the delayed draw term loans of the Prepetition Credit Agreement was \$145,500,000, plus interest, fees, costs and expenses.
- (c) the Debtors (i) are not aware of any claim, counterclaim, recoupment, setoff or defense of any kind or nature (except for these of the Lenders that

failed to meet their obligations under the Prepetition Credit Agreement) which would in any way affect the validity, enforceability and non-avoidability of the Agent's and the Lenders' obligations owing under the Prepetition Credit Agreement or any of the Lenders' liens claims or security interests, or, reduce or affect the obligations of the Debtors to pay any of the Agent's or the Lenders' claims; (ii) acknowledge and agree that the liens and security interests held by the Agent on behalf of itself and the Lenders with respect to the Prepetition Credit Agreement (exclusive of the Disputed Amount and the Disputed Account) are valid, enforceable, properly perfected and non-avoidable (other than the Disputed Account and the Disputed Amount); and (iii) except for the Lenders that have failed to meet their funding obligations under the Prepetition Credit Agreement, further acknowledges and agrees that if the Debtors now have or ever did have, any offsets, defenses, claims, or counterclaims against the Agent and the Lenders, or their respective officers, directors, employees, attorneys, representatives, parent, affiliates, predecessors, successors, or assigns, whether known or unknown, at law or in equity, from the beginning of the world through this date arising under the Prepetition Credit Agreement, all of them are hereby expressly **WAIVED**, and the Debtors hereby **RELEASE** the Agent and the Lenders, other than the Lenders that have failed to meet their funding obligations under the Prepetition Credit Agreement, and their respective officers, directors, employees, attorneys, representatives, parent, affiliates, predecessors, successors, and assigns from any liability thereof.

13. The stipulations set forth in Paragraph 12 of this Interim Order shall be binding on the Debtors and any of their successors-in-interest and assigns, but are subject to the provisions contained in Paragraph 14 below.

14. Notwithstanding anything herein to the contrary, for a period of ninety (90) days from the appointment of the Committee, the Committee, and, if no Committee is appointed, any non-debtor party in interest, shall be entitled to investigate the validity, perfection and enforceability of the Agent's liens and security interests held on behalf of the Lenders and the obligations arising under the Prepetition Loan Documents, or to assert any other claims or causes of action against Agent and Lenders (the "Investigation Termination Date"). If the Committee, or if no Committee is appointed, any non-debtor party in interest, determines that there may be a challenge to the Agent's prepetition liens or the Lenders' prepetition obligations

by the Investigation Termination Date, upon five (5) business days' written notice to the Debtors and the Lenders, the Committee, or, if no Committee is appointed, any non-debtor party in interest, shall be permitted to file and prosecute an objection or claim related thereto, and shall have only until the Investigation Termination Date to file such objection or otherwise initiate an appropriate action (including a motion to obtain court authority to bring such an action) or adversary proceeding on behalf of the Debtors' estates setting forth the basis of any such challenge, claim or cause of action. If such action is not filed on or before the Investigation Termination Date (or such other later date as extended by the written consent of the Debtors and the Agent), the stipulations contained in Paragraph 12 of this Interim Order and any consideration granted as adequate protection hereunder in this Interim Order shall be irrevocably binding on the Committee and all parties in interest without further action by any party or this Court. Unless the Agent and the Debtors each consents in writing to an extension, the Investigation Termination Date may not be extended, unless cause therefor is shown and only after notice to the Agent and the Debtors and the filing of a motion and scheduling of a hearing date before the expiration of the Investigation Termination Date.

15. So long as the Lenders are consenting to or otherwise providing use of Cash Collateral and except as expressly provided herein, no expenses of administration of the Debtors' estates shall be charged pursuant to section 506(c) of the Bankruptcy Code, or otherwise, against the Collateral or any collateral supporting the Replacement Liens. Nothing contained in this Interim Order shall be deemed to be consent by the Agent or the Lenders, whether express or implied, to any claims against the Collateral or the collateral supporting the Replacement Liens under section 506(c) of the Bankruptcy Code or otherwise.

16. The Debtors shall maintain all necessary insurance, including, without limitation, life, fire, hazard, comprehensive, public liability, and workmen's compensation as may be currently in effect, and obtain such additional insurance in an amount as is appropriate for the business in which the Debtors are engaged, naming the Agent on behalf of itself and the Lenders as loss payee with respect thereto. The Agent, on behalf of the Lenders, consents to the use of Cash Collateral to pay the premiums associated with such insurance as reflected in the Budget or approved by separate Order of the Court. The Debtors shall provide the Agent, upon entry of this Interim Order of the Bankruptcy Court, with proof of all such coverage, as well as prompt notification of any change in such coverage which may hereafter occur.

17. The Debtors shall furnish to the Agent, the Lenders and a Committee, or in the event a Committee is not formed, the Ad Hoc Committee, or as may be more appropriate, their counsel, such financial and other information as the Agent shall reasonably request including, but not limited to, the following:

(a) As soon as available and in any event within thirty (30) calendar days after the end of each fiscal month, the consolidated balance sheet of Debtors and at the end of such fiscal month, together with the related statements of cash flow and profit and loss for such fiscal month (including market level profit and loss statements) and schedules of operating metrics describing: gross lines sold, net lines sold, sales productivity, gross installed lines, churn and net installed lines and with respect to the last three reports listed, each by product and a month end headcount of all employees;

(b) The financial reporting package delivered to the Debtors' board of directors as soon as is practicable after such delivery;

(c) As soon as available and in any event within thirty (30) calendar days after the end of each fiscal month, a report in form and substance satisfactory to the Agent comparing Debtors' budgeted financial performance for such month as set forth in Debtors' Revised Business Plan, provided to the Lenders on or about May 7, 2003, for the current Fiscal Year to Debtors' actual financial performance for such month;

(d) Within five (5) business days from entry of this Order a report comparing the Debtors' actual performance with the projected performance, as

summarized on the Budget, which report shall be in the form attached hereto as Exhibit "C" and contain details of the information identified by line item per the attached Exhibit "C" and each week thereafter as soon as the report is available, but in no event later than Wednesday after the end of each week;

(e) By May 28, 2003 a report reflecting the Minimum Cash Balance required by this Interim Order as set forth in Paragraph 3 and each week thereafter, as soon as possible, but in no event later than Wednesday after the end of each week;

(f) As soon as possible, but in no event later than fifteen (15) business days following the last day of the month, a cash balance report for the immediately preceding month comparing (i) (y) the Debtors' month end ledger cash balance (excluding the Disputed Amount) *minus* (z) the Cumulative Cash Used, to (ii) the Debtors' month end cash balances in each bank account;

(g) Within ninety (90) days after the Commencement Date and every ninety (90) days thereafter, a list of the executory contracts to which any Debtor is a party as described further below, such list to include without limitation, the following: (i) a statement indicating whether such executory contract has been assumed or rejected pursuant to section 365 of the Bankruptcy Code; (ii) the contracting parties, term, price and other key economic terms, and estimated total contract value. The Debtors shall only be required to list the following executory contracts:

- (i) Any supplier contract where the remaining liability under the contract exceeds \$1,000,000;
- (ii) Any retail end-user contract for telecommunications services where the monthly recurring revenue exceeds \$10,000;
- (iii) Any wholesale customer contract for telecommunications or other services where the monthly recurring revenue exceeds \$10,000;
- (iv) Any contract with an customer for the hosting of such customer's application or content where the monthly recurring revenue exceeds \$10,000;
- (v) Any installation contract with customers where the purchase price of the equipment by customer exceeds \$400,000;
- (vi) Any contract for the maintenance of customer premises equipment which is in excess of \$200,000;

- (vii) Employment contracts that provide for a guaranteed term of employment, base salary, bonus or severance (excluding standard offer letters);
 - (viii) All real estate leases;
 - (ix) All contracts for maintenance for Debtor's equipment in excess of \$50,000; and
 - (x) All infeasible right of use contracts (including dark fiber agreements);
- (h) Simultaneously with their filing, any financial information and pleadings filed with the Bankruptcy Court;
- (i) All financial information and reports prepared by the Debtors, as required by the Bankruptcy Court or by the Operating Guidelines and Reporting Requirements of the U. S. Trustee's Office; and
- (j) All other reports and financial information required by the Prepetition Credit Agreement.

18. Notwithstanding anything to the contrary in this Interim Order, a Termination Event shall occur, unless cured by the Debtors or waived by the Agent and Requisite Lenders, (a) upon the fifth (5th) business day following the delivery of written notice to the Debtors by the Agent of any breach or default by the Debtors of the terms and provisions of this Interim Order, including, but not limited to (i) failure to furnish to the Agent those reports and information listed in Paragraphs 3 and 17 of this Interim Order, (ii) noncompliance with the Budget as defined in Paragraph 2 of this Interim Order, unless with respect to each of the foregoing, the Debtors have cured such breach or default within such five (5) business day period; and (b) without notice of any kind upon (i) the failure to maintain the Minimum Cash Balance as required by Paragraph 3 of this Interim Order, (ii) the failure to make any payment to or for the Agent on behalf of itself or the Lenders as required by this Interim Order, (iii) the conversion of the chapter 11 case to a chapter 7 case or appointment of a trustee without the consent of the Agent and (iv) the initiation of any lawsuit or adversary proceeding by the Debtors

(excluding any lawsuit or proceeding related to the Disputed Amount and Disputed Account) seeking to challenge the validity or priority of (or to subordinate) any of the Agent's and the Lenders' liens and security interests on any of the Collateral, unless waived by the Agent at the direction of the Required Lenders.

19. The Debtors shall serve a copy of this Interim Order (a) by overnight delivery or telefax notice not later than 4:00 p.m. on May 16, 2003, on (i) the U.S. Trustee; (ii) counsel for the Agent; and (iii) counsel to the Ad Hoc Committee and (b) by first-class mail, on the Debtors' 40 largest unsecured creditors on a consolidated basis, as identified in their chapter 11 petitions, and otherwise consistent with any notice procedures ordered by this Court.

20. The provisions of this Interim Order shall remain in full force and effect unless modified or vacated by subsequent order of this Court with the consent of the Agent. If any or all of the provisions of this Interim Order are hereby modified, vacated or stayed by subsequent order of this or any Court, such stay, modification or vacation shall not affect the validity and enforceability of any lien, priority, or benefit, or application of payment authorized hereby with respect to any indebtedness of the Debtors to the Agent and the Lenders.

21. Payments delivered by the Debtors and received by the Agent for the benefit of itself and the Lenders in accordance with the terms of this Interim Order shall be applied in accordance with the terms of the Prepetition Credit Agreement. The Debtors reserve the right, on behalf of themselves and their estates, to request a reallocation of any amounts so paid to and received by the Agent and applied to the Lenders' claims if it is determined that such claims are undersecured.

22. The subject of this Interim Order is a "core" proceeding within the meaning of 28 U.S.C. § 157. This Interim Order shall be fully effective upon its entry.

23. A final hearing on the Debtors' use of Cash Collateral shall be heard before this Court on June 13, 2003 at 10:00 a.m. in Courtroom 610 at the United States Bankruptcy Court, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-2870 (the "Final Hearing"). Any party-in-interest objecting to the relief sought in the Final Order shall be made in writing and filed with the Court (with a courtesy copy to chambers) and served (so as to be received) no later than June 11, 2003, on: (i) Kirkland & Ellis, Citigroup Center, 153 E. 53rd Street, New York, NY 10022-4611 (Attn: Matthew A. Cantor), attorneys for the Debtors; (ii) Paul, Hastings, Janofsky & Walker LLP, 24th Floor, 600 Peachtree Street NE, Atlanta, Georgia 30308 (Attn: Jesse H. Austin, III) and Paul, Hastings, Janofsky & Walker LLP, 1055 Washington Boulevard, Stamford, Connecticut 06901 (Attn: Leslie A. Plaskon), attorneys for the Agent; (iv) Akin, Gump, Strauss, Hauer & Feld, LLP, 590 Madison Avenue, New York, New York 10022 (Attn: Ira S. Dizengoff), attorneys for the Ad Hoc Committee (as defined in the Motion); and (v) the U.S. Trustee.

SO ORDERED, ADJUDGED, DECREED AND STIPULATED, this **15th** day of May, 2003.

/s/Robert D. Drain
ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

EXHIBIT "A"

Allegiance Telecom, Inc.
Adgrafx Corporation
ALGX Business Internet, Inc.
Allegiance Internet, Inc.
Allegiance Telecom Company Worldwide
Allegiance Telecom International, Inc.
Allegiance Telecom of Arizona, Inc.
Allegiance Telecom of California, Inc.
Allegiance Telecom of Colorado, Inc.
Allegiance Telecom of Florida, Inc.
Allegiance Telecom of Georgia, Inc.
Allegiance Telecom of Illinois, Inc.
Allegiance Telecom of Indiana, Inc.
Allegiance Telecom of Maryland, Inc.
Allegiance Telecom of Massachusetts, Inc.
Allegiance Telecom of Michigan, Inc.
Allegiance Telecom of Minnesota, Inc.
Allegiance Telecom of Missouri, Inc.
Allegiance Telecom of Nevada, Inc.
Allegiance Telecom of New Jersey, Inc.
Allegiance Telecom of New York, Inc.
Allegiance Telecom of North Carolina, Inc.
Allegiance Telecom of Ohio, Inc.
Allegiance Telecom of Oklahoma, Inc.
Allegiance Telecom of Oregon, Inc.
Allegiance Telecom of Pennsylvania, Inc.
Allegiance Telecom of Texas, Inc.
Allegiance Telecom of the District of Columbia, Inc.
Allegiance Telecom of Virginia, Inc.
Allegiance Telecom of Washington, Inc.
Allegiance Telecom of Wisconsin, Inc.
Allegiance Telecom Purchasing Company
Allegiance Telecom of Service Corporation
Coast to Coast Telecommunications, Inc.
Hosting.com, Inc.
InterAccess Telecommunications Co.
Jump.Net, Inc.
Shared Technologies Allegiance, Inc.
Virtualis Systems, Inc.

EXHIBIT B

EXHIBIT "B"

ALLEGANCE TELECOM, INC.
Thirteen Week Budget (\$800s)

Consolidated

Week #	Actual	Actual	1	2	3	4	5	6	7	8	9	10	11	12	13	Weeks 1 - 13	Weeks 1 - 4	Weeks 5 - 8	Weeks 9 - 13	Weeks 1 - 13
Week ending	5/2/2003	5/9/2003	5/16/2003	5/23/2003	5/30/2003	6/6/2003	6/13/2003	6/20/2003	6/27/2003	7/4/2003	7/11/2003	7/18/2003	7/25/2003	8/1/2003	8/8/2003	Total	5/16 - 8/1	8/13 - 7/4	7/11 - 8/8	Total
TOTAL RECEIPTS (A)	\$ 38,089	\$ 16,531	\$ 12,050	\$ 12,050	\$ 10,355	\$ 15,085	\$ 13,285	\$ 13,285	\$ 13,285	\$ 10,535	\$ 13,175	\$ 13,175	\$ 13,175	\$ 13,175	\$ 38,175	\$ 190,505	\$ 49,540	\$ 60,480	\$ 90,875	\$ 190,505
DISBURSEMENTS (B),(C)																				
Network & COGS	3,916	6,552	5,424	3,000	5,522	10,735	5,889	9,090	9,389	5,672	5,389	8,030	12,025	4,834	9,769	98,739	24,691	34,010	40,048	98,739
Capital Expenditures	360	-	1,491	2,978	-	759	853	1,561	-	1,145	855	1,058	593	400	750	12,442	5,227	3,680	3,655	12,442
Payroll & Benefits	7,705	2,170	9,310	525	10,089	650	8,544	650	8,444	2,820	8,294	650	8,294	2,620	8,294	70,250	21,682	20,557	28,151	70,250
Operating Expenses	5,543	4,642	4,744	1,152	5,497	1,946	3,459	2,409	3,515	4,439	3,452	3,169	1,361	4,075	1,799	40,986	13,318	13,821	13,856	40,986
Payments on Credit Facility (D)	5,007	-	-	1,469	697	-	-	1,625	685	-	-	-	2,291	-	-	6,739	2,156	2,291	2,291	6,739
Capital lease payments	-	554	-	1,234	-	-	-	1,234	-	-	-	1,234	-	-	-	3,703	1,234	1,234	1,234	3,703
TOTAL DISBURSEMENTS	\$ 22,649	\$ 14,106	\$ 20,977	\$ 10,538	\$ 22,695	\$ 14,090	\$ 19,746	\$ 16,590	\$ 21,562	\$ 16,176	\$ 17,570	\$ 14,141	\$ 24,564	\$ 11,929	\$ 20,511	\$ 232,207	\$ 61,199	\$ 75,483	\$ 89,215	\$ 232,207
NET CASH GENERATED(USED)	\$ 15,419	\$ 2,793	\$ (8,927)	\$ 1,512	\$ (12,340)	\$ 995	\$ (5,461)	\$ (3,305)	\$ (8,697)	\$ (7,541)	\$ (4,795)	\$ (986)	\$ (11,289)	\$ 1,246	\$ 17,564	\$ (42,002)	\$ (18,659)	\$ (25,003)	\$ 1,660	\$ (42,002)

NOTES

- (A) Receipts are based on daily bank availability of cash received from customers. Week ending 8/8/03 includes payment from Level 3 of \$25,000,000. Bank holidays in weeks 2 and 7 drive lower cash receipts.
 (B) Disbursements are scheduled based on week of release of checks and wires/ACH to vendors and other recipients.
 (C) Payroll and related expenses are scheduled based on actual pay dates. Note that commissions are paid on the last day of each month.
 (D) Includes interest payments for Senior Secured Credit Facility due on 19th & 28th of each month.

EXHIBIT C

Allegiance Telecom
 Weekly Cash Model
EXHIBIT C
 Consolidated

	Week #	Actual	Actual	1	2	3	4	5	6	7	8	9	10
	Week ending	5/2/2003	5/9/2003	5/16/2003	5/23/2003	5/30/2003	6/6/2003	6/13/2003	6/20/2003	6/27/2003	7/4/2003	7/11/2003	7/18/2003
Business Days		5	5	5	5	4	5	5	5	5	4	5	5
Receipts													
End User deposits													
Genuity													
CABS deposits													
Hosting deposits													
ABI deposits													
Shared tech deposits													
Other commercial deposits													
Total Receipts													
Disbursements													
Network Expenses													
STFI COGS													
Capital Expenditures													
Subtotal COGS/Network/Capex													
Payroll & payroll taxes													
Medical/Dental claim payments													
Subtotal payroll & benefits													
Facilities & Switch rent													
Commissions (Agents)													
Property Taxes													
Sales/Use Taxes & Regulatory													
Other Disbursements (SG&A)													
Subtotal operating expenses													
Interest payments & Paydown on revolver													
Capital lease payments													
Restructuring Fees													
Subtotal interest and fees													
Total Disbursements													
Net cash in/(out)													

Allegiance Telecom
Weekly Cash Model
EXHIBIT C

Consolidated

	Week #				Weeks 1 - 4				Weeks 5 - 8				Weeks 9 - 13				Weeks 1 - 13			
	Week ending	7/25/2003	8/1/2003	8/8/2003	Totals	5/16 - 6/6	6/13 - 7/4	7/11 - 8/8	Totals	8/15 - 9/1	9/8 - 9/22	9/29 - 10/6	10/13 - 10/27	Totals	11/3 - 11/17	11/24 - 12/8	12/15 - 12/29	Totals		
Business Days		11	12	13																
Receipts		5	5	5																
End User deposits				\$		\$			\$			\$								
Genuliv																				
CABS deposits																				
Hosting deposits																				
ABI deposits																				
Shared tech deposits																				
Other commercial deposits																				
Total Receipts																				
Disbursements																				
Network Expenses																				
STF1 COGS																				
Capital Expenditures																				
Subtotal COGS/Network/Capex																				
Payroll & payroll taxes																				
Medical/Dental claim payments																				
Subtotal payroll & benefits																				
Facilities & Switch rent																				
Commissions (Agents)																				
Property Taxes																				
Sales/Use Taxes & Regulatory																				
Other Disbursements (SG&A)																				
Subtotal operating expenses																				
Interest payments & Paydown on revolver																				
Capital lease payments																				
Restructuring Fees																				
Subtotal interest and fees																				
Total Disbursements																				
Net cash in/(out)				\$		\$		\$		\$		\$		\$		\$				

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**INTERIM ORDER AUTHORIZING AND APPROVING THE
RETENTION OF BANKRUPTCY MANAGEMENT CORPORATION
AS NOTICE, CLAIMS AND BALLOTING AGENT FOR THE DEBTORS**

Upon the application (the "Application"), dated May 14, 2003, of Allegiance Telecom, Inc. and its direct and indirect subsidiaries, as debtors and debtors in possession (the "Debtors"), seeking entry of an order, pursuant to 28 U.S.C. § 156 and rule 5075-1 of the Local Bankruptcy Rules for the Southern District of New York, authorizing and approving the retention of Bankruptcy Management Corporation ("BMC"), as notice, claims and balloting agent to the Debtors, as more fully set forth in the Application; and upon the Affidavit of Tinamarie Feil, a Vice President of BMC dated May 13, 2003; and the Court having jurisdiction to consider and determine the Application as a core proceeding pursuant to 28 U.S.C. §§ 157 and 1334; and that their employment is necessary and would be in the best interests of the Debtors and their estates; and it appearing that due and proper notice of the Application has been given; and after due deliberation and sufficient cause appearing therefor it is

ORDERED that pursuant to 28 U.S.C. § 156(c) and Local Bankruptcy Rule 5075-1, the Debtors' employment of BMC as its notice, claims and balloting claims agent in this case upon the terms and conditions set forth in the Application and Retention

Agreement¹, subject to sections 328(a), 330 and 331 of the Bankruptcy Code, effective as of the commencement of this case, is approved on an interim basis; and it is further

ORDERED that the Debtors shall serve a copy of the Application and this Order upon the Master Service List and any other party affected by the requested relief within two business days; and it is further

ORDERED that any objections to the relief requested by the Application on a final basis must be filed with the Court, One Bowling Green, New York, New York 10004-1408, with a copy to Chambers, by no later than June 11, 2003 at 4:00 p.m. and served upon Kirkland& Ellis attorneys for the Debtors, Citigroup Center, 3153 East 53rd Street, New York, New York 10022-4611, Attention: Jonathan S. Henes, Esq. so as to be actually received by such filing deadline; and it is further

ORDERED that any objections to the Application must be filed with the Court in accordance with General Order of the United States Bankruptcy for the Southern District of New York, M-242, which order can be found at www.nysb.uscourts.gov; and it is further

ORDERED that the final hearing on approval of the Application shall be held on June 13, 2003 at 10:00 a.m. in Room 610 of the Court, or such later time as counsel may be heard; and it is further

¹ Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Application.

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: New York, New York
May 16, 2003

/s/ Robert D. Drain
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**INTERIM ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF KIRKLAND & ELLIS
AS ATTORNEYS FOR THE DEBTORS**

Upon the application (the "Application"), dated May 14, 2003, Allegiance Telecom, Inc. and its direct and indirect subsidiaries, as debtors and debtors in possession (collectively, the "Debtors"), seeking entry of an order (the "Order"), pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the "Bankruptcy Code"), authorizing the Debtors to employ and retain the law firm of Kirkland & Ellis ("K&E") as their attorneys under a general retainer, all as more fully set forth in the Application; and upon consideration of the affidavit of Matthew A. Cantor, a partner of the firm of K&E, sworn to on May 14, 2003 (the "Cantor Affidavit"), which is annexed to the Application; and the Court being satisfied based on the representations made in the Application and the Cantor Affidavit that K&E does not hold or represent any interest adverse to the Debtors or their estates and is disinterested, as that term is defined in section 101(14) the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code; and sufficient notice of the Application having been given; and that their employment is necessary and would be in the best interests of the Debtors and their estates; and it appearing that this Court has jurisdiction to consider and determine the Application as a core proceeding pursuant to 28 U.S.C. §§ 157 and 1334; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED that the Application is granted on an interim basis; and it is further

ORDERED that, pursuant to section 327(a) and 328(a) of the Bankruptcy Code, the Debtors are authorized to employ and retain K&E as their attorneys under a general retainer on the terms set forth in the Application and the Cantor Affidavit, effective as of the Commencement Date; and it is further

ORDERED that K&E shall apply for compensation and reimbursement in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, applicable Federal Rules of Bankruptcy Procedure, Local Bankruptcy Rules for the Southern District of New York (the "Local Rules"), guidelines established by the office of the United States Trustee, and such other procedures as may be fixed by this Court; and it is further

ORDERED that the Debtors shall serve a copy of the Application and this Order upon: (i) the Office of the United States Trustee for the Southern District of New York; (ii) attorneys for the Prepetition Lenders; (iii) attorneys for the Ad Hoc Committee; (iv) the Conflicts Parties; and (v) the 40 largest creditors holding unsecured claims against the Debtors, within two (2) business days; and it is further

ORDERED that any objection to the relief requested by the Application on a final must be filed with the Court, One Bowling Green, New York, New York 10004-1408, with a copy to Chambers, by no later than June 11, 2003 at 4:00 p.m. and served on the Office of the United States Trustee, 33 Whitehall Street, 21st Floor, New York, New York 10004, Attention: Carolyn S. Schwartz, Esq. and Kirkland & Ellis, attorneys for the Debtors, Citigroup Center, 153 East 53rd Street, New York, New York 10022-4611, Attention: Jonathan S. Henes, Esq., so as to be actually received by such filing deadline; and it is further

ORDERED that any objections to the proposed retention must be filed with the Court in accordance with General Order of the United States Bankruptcy Court for the Southern District of New York M-242, which order can be found at www.nysb.uscourts.gov; and it is further

ORDERED that there shall be a hearing held on June 13, 2003 at 10:00.m. to consider final approval of the proposed retention herein; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: New York, New York
May 15, 2003

/s/Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**INTERIM ORDER PURSUANT TO SECTIONS 105(a), 327, 328, 330
AND 363(c) OF THE BANKRUPTCY CODE AUTHORIZING EMPLOYMENT
OF PROFESSIONALS UTILIZED IN THE ORDINARY COURSE OF BUSINESS**

Upon the application (the "Application"), dated May 14, 2003, of Allegiance Telecom, Inc. and its direct and indirect subsidiaries (collectively, the "Debtors"), for entry of an order, pursuant to sections 105(a), 327, 328, 330 and 363(c) of the Bankruptcy Code,¹ approving the Debtors retention of certain Ordinary Course Professionals and the implementation of certain procedures for monthly compensation of such Ordinary Course Professionals, as more fully set forth in the Application; and the Court having jurisdiction to consider and determine the Application as a core proceeding in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing that the relief requested in the Application is necessary and in the best interests of the Debtors, their estates and their creditors; and due notice of the Application having been given and it appearing that no other or further notice need be given; and sufficient cause appearing therefore; it is

ORDERED that the Application is granted on an interim basis; and it is further

ORDERED that the Debtors' retention and payment, at their election, of the Ordinary Course Professionals listed on Exhibit "A" to the Application, without the need to file

¹ Unless otherwise defined, all capitalized terms herein shall have the meaning ascribed to them in the Application.

individual retention or interim or final fee applications for each Ordinary Course Professional, except as set forth below, is approved; and it is further

ORDERED that each law firm retained as an Ordinary Course Professional retained shall file with the Court, within the later of (a) thirty (30) days of entry of this Order, and (b) the date of the law firm's engagement by the Debtors in these chapter 11 cases, an affidavit pursuant to section 327(e) of the Bankruptcy Code setting forth that such law firm does not represent or hold any interest adverse to the Debtors or to their respective estates in respect of the matters on which such law firm is retained. The affidavit shall be filed with the Court in accordance with General Order M-242, which can be found at www.nysb.uscourts.gov; and it is further

ORDERED that the Debtors are hereby authorized to supplement the list of the Ordinary Course Professionals from time to time, if additional Ordinary Course Professionals are to be employed, and the Debtors shall file each supplemental list with the Court and serve it on (a) the U.S. Trustee, (b) attorneys for the Prepetition Lenders and (c) attorneys for a statutory creditors' committee, when and if appointed. If no objections are filed to such supplemental list within ten (10) days after service thereof, the same shall be deemed approved by this Court and all professionals listed thereon shall be deemed to be the Ordinary Course Professionals within the purview of this Order without the necessity of a hearing; and it is further

ORDERED that the Debtors are hereby authorized, but not required, to make periodic payments for postpetition compensation and reimbursement of postpetition expenses to each of the Ordinary Course Professionals in the manner customarily made by the Debtors prior to the commencement of these chapter 11 cases in the full amount billed by any such Ordinary Course Professional, upon receipt therefrom of reasonably detailed invoices indicating the nature

of the professional services rendered and the disbursements actually incurred, and calculated in accordance with such professional's standard billing practices (without prejudice to the Debtors' rights to dispute any such invoices); provided, however, that subject to further order of the Court, if any Ordinary Course Professional's fees and disbursements exceed (a) a total of \$30,000 per month or (b) \$500,000 in the aggregate in the Debtors' chapter 11 cases, then the payment to such Ordinary Course Professional for such excess amounts shall be subject to the prior approval of this Court in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, orders of this Court and the Fee Guidelines; and it is further

ORDERED that on or before the last day of each month, the Debtors shall serve upon the attorneys for the Ad Hoc Committee or after a statutory creditors' committee is appointed, upon the attorneys for such statutory creditors' committee, on a confidential basis, a statement of the following: (i) the name of each Ordinary Course Professional during the preceding month, and the aggregate amounts paid as compensation for services rendered and as reimbursement of expenses incurred by each Ordinary Course Professional and (ii) a list of any additional Ordinary Course Professionals that are retained or utilized by the Debtors after the Commencement Date and who are not listed on the Exhibit "A" to the Application; and it is further

ORDERED that the final hearing on the Application shall be held on June 13, 2003 at 10:00 a.m., prevailing Eastern Time, at the United States Bankruptcy Court, Room 610, United States Customs House, One Bowling Green Plaza, New York, New York 10004; and it is further

ORDERED that any objections to the relief requested by the application on a final basis must be filed with the Court, One Bowling Green, New York, New York 10004-1408, with a copy to Chambers, by no later than June 11, 2003 at 4:00 p.m. and served upon Kirkland &

Ellis, attorneys for the Debtors, Citigroup Center, 153 East 53rd Street, New York, New York, 10022-4611, Attention: Jonathan S. Henes, Esq. so as to be actually received by such filing deadline; and it is further

ORDERED that any objections to the Application must be filed with the Court in accordance with General Order of the United States Bankruptcy Court for the Southern District of New York M-242, which order can be found at www.nysb.uscourts.gov; and it is further

ORDERED that this Order shall not apply to any professional retained by the Debtors pursuant to a separate order of this Court; and it is further

ORDERED that notice of the Application as provided therein shall be deemed good and sufficient notice of such Application.

Dated: New York, New York
May 15, 2003

/s/Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**INTERIM ORDER PURSUANT TO SECTIONS 105(a), 363, AND 541 OF
THE BANKRUPTCY CODE (A) AUTHORIZING THE DEBTORS TO
PAY SALES AND USE TAXES AND REGULATORY AND UNIVERSAL
SERVICE FEES, AND (B) AUTHORIZING AND DIRECTING APPLICABLE
BANKS AND OTHER FINANCIAL INSTITUTIONS TO RECEIVE,
PROCESS, HONOR AND PAY ALL CHECKS PRESENTED FOR PAYMENT**

Upon the motion (the "Motion"), dated May 14, 2003, of Allegiance Telecom, Inc. and its direct and indirect subsidiaries, as debtors and debtors in possession (collectively, the "Debtors"), seeking entry of an order, pursuant to sections 105(a), 363, and 541 of the Bankruptcy Code¹ (a) authorizing, but not requiring, the Debtors to pay prepetition sales and use taxes and regulatory and universal service fees and such other similar taxes and fees as the Debtors, in their discretion, deem necessary and (b) authorizing applicable banks and other financial institutions to receive and process, honor and pay all checks presented for payment that were drawn in satisfaction of the prepetition amounts represented herein, as more fully set forth in the Motion; and it appearing that this Court has jurisdiction to consider and determine the Motion as core proceeding pursuant to 28 U.S.C. §§ 157 and 1334; and for the reasons stated upon the record of the hearing on the motion, it appearing that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and it

¹ Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Motion.

appearing that due and proper notice of this Motion has been given; and after due deliberation and sufficient cause appearing therefor; it is hereby

ORDERED that the Motion is granted on an interim basis; and it is further

ORDERED that the Debtors are authorized, in their sole discretion, to pay all prepetition Sales and Use Taxes, including all those Sales and Use Taxes subsequently determined upon audit to be owed for periods prior to the Commencement Date, to the proper taxing authorities (the "Taxing Authorities") including those Taxing Authorities listed in Exhibit "A" annexed to the Motion; and it is further

ORDERED that the Debtors are authorized, in their sole discretion, to pay all prepetition Regulatory and Universal Service Fees, including all those Regulatory and Universal Service Fees subsequently determined upon audit to be owed for periods prior to the Commencement Date, to the proper regulatory authorities (the "Regulatory Authorities") including those Regulatory Authorities listed in Exhibit "B" annexed to the Motion; and it is further

ORDERED that all applicable Banks listed on Exhibit "C" annexed to the Motion shall be, and hereby are, authorized and directed, when requested by the Debtors in their sole discretion, to receive, process, honor, and pay any and all checks or electronic transfers drawn on the Debtors' accounts to pay the Sales and Use Taxes and Regulatory and Universal Service Fees, whether those checks were presented prior to or after the Commencement Date, provided that sufficient funds are available in the applicable accounts to make the payments; and it is further

ORDERED that nothing in the Motion or this Order shall be construed as impairing the Debtors' right to contest the validity or amount of any Sales and Use Taxes or

Regulatory and Universal Service Fees that may be due to any Taxing Authorities or Regulatory Authorities; and it is further

ORDERED that the final hearing on approval of the Motion shall be held on June 13, 2003 at 10:00 a.m.; prevailing Eastern Time, at the United States Bankruptcy Court, Room 610, United States Customs House, One Bowling Green, New York, New York 1004; and it is further

ORDERED that the Debtors shall serve a copy of the Motion and this Order upon the Master Service List and any other parties affected by the requested relief within two business days; and it is further

ORDERED that any objection to the relief requested by the Motion on a final basis must be filed with the Court, One Bowling Green, New York, New York 10004-1408 by no later than June 11, 2003 at 4:00 p.m. and served upon Kirkland and Ellis attorneys for the Debtors, Citigroup Center, 153 East 53rd Street, New York, New York 10022-4611, Attention: Jonathan S. Henes, Esq. so as to be actually received by such filing deadline; and it is further

ORDERED that any objections to the Motion must be filed with the Court in accordance with General Order of the United States Bankruptcy Court for the Southern District of New York M-242, which order can be found at www.nysb.uscourts.gov; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: New York, New York
May 15, 2003

/s/Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

	X	
In re	:	
	:	Chapter 11 Case No.
Allegiance Telecom, Inc., <u>et al.</u> ,	:	03-13057 (rdd)
	:	
Debtors.	:	Jointly Administered
	X	

**INTERIM ORDER PURSUANT TO SECTIONS 105(a), 345, 363,
1107 AND 1108 OF THE BANKRUPTCY CODE AUTHORIZING
INVESTMENT OF FUNDS USING EXISTING INVESTMENT GUIDELINES**

Upon the motion (the "Motion"), dated May 14, 2003, of Allegiance Telecom, Inc. and its direct and indirect subsidiaries, as debtors and debtors in possession (collectively, the "Debtors") seeking entry of an order, pursuant to sections 105(a), 345, 363, 1107 and 1108 of the Bankruptcy Code,¹ authorizing the Debtors to (a) maintain existing bank accounts, (b) continue to use existing checks, correspondence and business forms, (c) continue to use the existing cash management system and (d) invest Funds using the Debtors' existing Investment Guidelines, as more fully set forth in the Motion; and it appearing that the Court has jurisdiction to consider and determine the Motion as a core proceeding in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors and other parties in interest; and due and proper notice of the Motion having been given and no further notice need be given; and after due deliberation and sufficient cause appearing therefor; it is

ORDERED that having shown sufficient cause under section 345 of the Bankruptcy Code, the Debtors are authorized on an interim basis to invest and deposit funds in

¹ Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Motion.

accordance with the Investment Guidelines, which are annexed to the Motion as Exhibit "C," notwithstanding that certain of such practices may not strictly comply with the requirements of section 345 of the Bankruptcy Code; and it is further

ORDERED that the Debtors shall cause a copy of this Order to be served on all of the banks at which any Bank Account or Investment Account is maintained within five (5) business days of the date hereof; and it is further

ORDERED that the Debtors shall serve a copy of the Motion and this Order upon (i) the Office of the United States Trustee for the Southern District of New York; (ii) attorneys for the Prepetition Lenders; (iii) attorneys for the Ad Hoc Committee; and (iv) the 40 largest creditors holding unsecured claims against the Debtors, within two (2) business days; and it is further

ORDERED that any objection to the relief requested by the Motion, with respect to authorization to invest Funds using the Debtors' existing Investment Guidelines, on a FINAL basis must be filed with the Court, One Bowling Green, New York, New York 10004-1408, by no later than June 11, 2003 at 4:00 p.m. and served on the Office of the United States Trustee, 33 Whitehall Street, 21st Floor, New York, New York 10004, Attention: Carolyn Schwartz, Esq. and Kirkland & Ellis, attorneys for the Debtors, Citigroup Center, 153 East 53rd Street, New York, New York 10022-4611, Attention: Jonathan S. Henes, Esq., so as to be actually received by such filing deadline; and it is further

ORDERED that any objections must be filed with the Court in accordance with General Order of the United States Bankruptcy Court for the Southern District of New York M-242, which order can be found at www.nysb.uscourts.gov; and it is further

ORDERED that the final hearing shall be held on June 13, 2003 at 10:00 a.m. prevailing Eastern Time, at the United States Bankruptcy Court, Room 610, One Bowling Green, New York, New York 10004; and it is further

ORDERED that if no objections to the relief requested in the Motion, with respect to authorization to invest Funds using the Debtors' existing Investment Guidelines, are timely filed, served and received in accordance with this Order, this Order shall be deemed a Final Order without further notice or hearing, and the Motion shall be granted in its entirety; and it is further

ORDERED that the Debtors are hereby authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

Dated: New York, New York
May 15, 2003

/s/Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 2

Interim Orders for Allegiance Telecom

Total number of parties: 54

Preferred Mode of Service: US Mail (1st Class)

Exhibit 2 - Allegiance Telecom Mailing

Svc Lst Name and Address of Served Party

3479 (CABS), FOCAL COMMUNICATIONS CORPORATION OF PA, ATTN: GENERAL COUNSEL, SUITE 1100, CHICAGO, IL 60601

3479 7388 SOUTH REVERE PARKWAY, STORNET INC., SUITE 1003, CENTENNIAL, CO 80112

3479 ATTN: LISA M GOLDEN, ESQ., JASPAN SCHLESINGER HOFFMAN LLP, 300 GARDEN CITY PLAZA, GARDEN CITY, NY 11530
Served on 5-19-03

3479 ATTN: CAROLYN S. SCHWARTZ, ESQ., OFFICE OF THE UNITED STATES TRUSTEE, 33 WHITEHALL STREET, 21ST FLOOR, NEW YORK, NY 10004

3479 ATTN: CHRIS DE LA CRUZ, AVAYA - CABS, 3410 MIDCOURT, SUITE 115, CARROLLTON, TX 75006-5066

3479 ATTN: CONTRACTS ADMINISTRATION, MCI WORLDCOM COMMUNICATIONS, 500 CLINTON CENTER DRIVE, BUILDING 4, CLINTON, MS 39056

3479 ATTN: CORPORATE TRUST ADMINISTRATION,, THE BANK OF NEW YORK, VAN K BROWN, FLOOR 21 WEST, NEW YORK, NY 10286

3479 ATTN: CRAIG FRICKE, XO COMMUNICATIONS, 11111 SUNSET HILLS, RESTON, VA 20190

3479 ATTN: DAVID GUTHAIM, ENTERPRISE FLEET SERVICES, 1550 ROUTE 23 NORTH, WAYNE, NJ 07470

3479 ATTN: DISTRICT DIRECTOR, INTERNAL REVENUE SERVICE, 290 BROADWAY, NEW YORK, NY 10007

3479 ATTN: ERNEST WILLIAMS, BROADWING COMMUNICATION SERVICES INC., 1122 CAPITAL OF TEXAS HWY SOUTH, AUSTIN, TX 78746

3479 ATTN: GENERAL COUNSEL, LEVEL 3 COMMUNICATIONS LLC - CABS, 1025 ELDORADO BLVD, BROOMFIELD, CO 80021

3479 ATTN: IRA S. DIZENGOFF, ESQ., AKIN GUMP STRAUSS HAUSER FELD LLP, 590 MADISON AVENUE, NEW YORK, 10022

3479 ATTN: ISABEL MIRO, TEK TRADEMARK TELECOM, 2211 NORFOLK, SUITE 800, HOUSTON, TX 77098

3479 ATTN: J KEPNER JR/H VICENTE/D LADDIN, ARNALL GOLDEN GREGORY LLP, 2800 ONE ATLANTIC CENTER, 1201 W PEACHTREE STREET, ATLANTA, GA 30303-3450
Served on 5-19-03

3479 ATTN: JESSE H. AUSTIN, III, ESQ., PAUL HASTINGS JANOFFSKY & WALKER LLP, 24TH FLOOR, 600 PEACHTREE STREET, NE, ATLANTA, GA 30308-2222

3479 ATTN: JIM LARAMY, VP LEGAL, DST OUTPUT, 5220 ROBERT J MATTHEWS PARKWAY, EL DORADO HILLS, CA 95762

3479 ATTN: JODI J. CARO, GENERAL COUNSEL, LOOKING GLASS NETWORKS INC., 1111 WEST 22ND STREET, SUITE 600, OAK BROOK, IL 60523

3479 ATTN: KENNETH JOHNS, GE CAPITAL FLEET SERVICES, 300 RIVERHILLS BUSINESS PARK, BIRMINGHAM, AL 35242

3479 ATTN: LISA C. BERRY, GENERAL COUNSEL, JUNIPER NETWORK, 1194 NORTH MATHILDA AVENUE, SUNNYVALE, CA 94089

3479 ATTN: MARK B. TRESNOWSKI, ESQ., ALLEGIANCE TELECOM, INC., 700 E BUTTERFIELD RD, SUITE 400, LOMBARD, IL 60148

3479 ATTN: MARK STACHIW, ALLEGIANCE TELECOM, INC., 9201 N CENTRAL EXPRESSWAY, DALLAS, TX 75231

3479 ATTN: MATTHEW A. CANTOR, ESQ., KIRKLAND & ELLIS, JONATHAN S HENES, ESQ, 153 EAST 53RD STREET, NEW YORK, NY 10022

3479 ATTN: NORMAN COLLINS, SALES VP, AT&T CORP., 1200 PEACHTREE STREET, ATLANTA, GA 30309

3479 ATTN: PAUL M. ROSENBLATT, ESQ., KILPATRICK STOCKTON LLP, SUITE 2800, 1100 PEACHTREE STREET, NE, ATLANTA, GA 30309-4530
Served on 5-19-03

3479 ATTN: RICK GOSHORN, GENERAL COUNSEL, ACTERNA, 12410 MILESTONE CENTER DRIVE, GERMANTOWN, MD 20876

Exhibit 2 - Allegiance Telecom Mailing

Svc Lst Name and Address of Served Party

3479 ATTN: WAYNE M. CARLIN, REGIONAL DIRECTOR, SECURITIES AND EXCHANGE COMMISSION, 233 BROADWAY, NEW YORK, NY 10279

3479 BANKRUPTCY UNIT, NEW YORK CITY DEPARTMENT OF FINANCE, 345 ADAMS STREET, 10TH FLOOR, BROOKLYN, NY 11201

3479 C/O MCI WORLDCOM COMMUNICATIONS, WORLDCOM ONNET DSL, ATTN: CONTRACTS ADMINISTRATION, 500 CLINTON CENTER DRIVE, BUILDING 4, CLINTON, MS 39056

3479 C/O MCI WORLDCOM COMMUNICATIONS, INTERMEDIA COMMUNICATIONS INC., ATTN: CONTRACTS ADMINISTRATION, 500 CLINTON CENTER DRIVE, BUILDING 4, CLINTON, MS 39056

3479 C/O MCI WORLDCOM COMMUNICATIONS, MFS TELECOM INC - CABS, ATTN: CONTRACTS ADMINISTRATION, 500 CLINTON CENTER DRIVE, BUILDING 4, CLINTON, MS 39056

3479 C/O MCI WORLDCOM COMMUNICATIONS, UUNET, ATTN: CONTRACTS ADMINISTRATION, 500 CLINTON CENTER DRIVE, BUILDING 4, CLINTON, MS 39056

3479 C/O STREAM REALTY PARTNERS, L.P., NCX OFFICE DEVELOPMENT, LP, 511 EAST JOHN CARPENTER HWY, SUITE 400, IRVING, TX 75062

3479 CARRIER SOLUTIONS FIN & ADMIN, SOUTHERN CALIFORNIA EDISON, ATTN: MARILYN WASSERMAN, 2244 WALNUT GROVE GO1 QUAD 2B, ROSEMEAD, CA 91770

3479 CORPORATE HEADQUARTERS, PEGASUS LOGISTICS GROUP, ATTN: ALAN GRAYSON, 612 E DALLAS RD, SUITE 100, GRAPEVINE, TX 76099-0370

3479 FPL FIBERNET LLC, FPL FIBERNET LLC - LINE COST, ATTN: GENERAL COUNSEL, JUNO BEACH, FL 33408

3479 GENERAL ATTORNEY - COU, BELL SOUTH GEORGIA, SUITE 4300, 675 W PEACHTREE ST, ATLANTA, GA 30375

3479 GENERAL COUNSEL - INTERCONNECTION QWEST, QWEST COMMUNICATIONS, LAW DEPARTMENT, 1801 CALIFORNIA ST, SUITE 4900, DENVER, CO 80202

3479 ICS ATTORNEY, BELL SOUTH FLORIDA, SUITE 4300, 675 W PEACHTREE ST, ATLANTA, GA 30375

3479 KMC TELECOM HOLDINGS, INC., KMC TELECOM XI LLC, ATTN: GENERAL COUNSEL, 1545 ROUTE 206, SUITE 300, BEDMINSTER, NJ 07921

3479 LEHIGH VALLEY, PA, VERIZON (BA-PA) - LINE COST,, VP & ASSOCIATE GENERAL COUNSEL, VERIZON WHOLESALE MARKETS, ARLINGTON, VA 22201

3479 LUCENT TECHNOLOGIES INC., 2601 LUCENT LANE, LISLE, IL 60532

3479 SBC CONTRACT ADMINISTRATION, AMERITECH - LEC SERVICES BILLING - CABS, ATTN: NOTICES MANAGER, FOUR BELL PLAZA, DALLAS, TX 75202-5398

3479 SBC CONTRACT ADMINISTRATION, PACIFIC BELL, ATTN: NOTICES MANAGER, FOUR BELL PLAZA, DALLAS, TX 75202-5398

3479 SBC CONTRACT ADMINISTRATION, SOUTHWESTERN BELL, ATTN: NOTICES MANAGER, FOUR BELL PLAZA, DALLAS, TX 75202-5398

3479 TAXATION AND FINANCE, NEW YORK STATE DEPARTMENT OF, BANKRUPTCY UNIT, PO BOX 5300, ALBANY, NY 12205-0300

3479 UNITED STATES ATTORNEY, 100 CHURCH STREET, 19TH FLOOR, NEW YORK, NY 10007

3479 VP & ASSOCIATE GENERAL COUNSEL, VERIZON (BA) - LINE COST, ALBANY, NY, WHOLESALE MARKETS, 1515 N COURT HOUSE ROAD, ARLINGTON, VA 22201

3479 VP & ASSOCIATE GENERAL COUNSEL, VERIZON (BA) - LINE COST, BALTIMORE, MD, WHOLESALE MARKETS, 1515 N COURT HOUSE ROAD, ARLINGTON, VA 22201

3479 VP & ASSOCIATE GENERAL COUNSEL, VERIZON (BA-NJ) - LINE COST, TRENTON, NJ, WHOLESALE MARKETS, 1515 N COURT HOUSE ROAD, ARLINGTON, VA 22201

3479 VP & ASSOCIATE GENERAL COUNSEL, VERIZON (BA-SOUTH) - LINE COST, COCKYSVILLE, MD, WHOLESALE MARKETS, 1515 N COURT HOUSE ROAD, ARLINGTON, VA 22201

3479 VP & ASSOCIATE GENERAL COUNSEL, VERIZON (GTE-CA) - LINE COST, INGLEWOOD, CA, WHOLESALE MARKETS, 1515 N COURT HOUSE ROAD, ARLINGTON, VA 22201

3479 VP & ASSOCIATE GENERAL COUNSEL, VERIZON (GTE-SW) - LINE COST, ATLANTA, GA, WHOLESALE MARKETS, 1515 N COURT HOUSE ROAD, ARLINGTON, VA 22201

3479 VP & ASSOCIATE GENERAL COUNSEL, VERIZON (GTE-SW) - LINE COST, DALLAS, TX, WHOLESALE MARKETS, 1515 N COURT HOUSE ROAD, ARLINGTON, VA 22201

Subtotal for this group: 54