

**SUPPLEMENT NO. 1**  
**SCHEDULE G – EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease contract described.

**NOTE:** A party listed on this schedule will not receive notice of the filing of this case unless the party is also scheduled in the appropriate schedule of creditors.

☐ Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL, REAL PROPERTY, STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT
See attached Rider G-1 for additional executory contracts	

**NOTES:** These specific notes to this Schedule G are in addition to any general notes regarding the Debtor's schedules and statements. This Supplement No. 1 supplements and does not replace, amend or otherwise alter the original Schedule G previously filed herein by the Debtor and such original Schedule G remains unaltered.

In the aggregate, the Debtors are a party to approximately 140,000 customer contracts and 900 sales agent contracts; the existence of and terms and conditions of these contracts are all confidential commercial information. If any party is interested in obtaining information about these executory contracts, please contact Chris Luna of Allegiance Telecom, Inc. at (469) 259-2069; with appropriate confidentiality restrictions, appropriate information will be made available.

Listing a contract or agreement on this schedule does not constitute an admission or agreement that such contract or agreement is an executory contract or unexpired lease or that such contract or agreement is in effect, effective and not terminated or terminable at-will by the Debtor. Any and all of the Debtor's rights, claims, set off rights, defenses and causes of action with respect to the contracts and agreements listed on this schedule are hereby reserved and preserved. The Debtor reserves its rights to challenge whether any of the listed contracts, leases, agreements or other documents constitute an executory contract or unexpired lease, including Debtor's right to challenge if a contract is an unexpired non-residential real property lease. Similarly, the listing of a contract or lease on this schedule does not constitute an acknowledgement or admission that the underlying transaction is or is not a secured financing transaction.

While Debtor has used its best efforts to ensure the accuracy of this schedule, inadvertent errors or omissions may have occurred. The Debtor does not make, and specifically disclaims, any and all representations or warranties as to the completeness or accuracy of the information set forth herein, and reserves the right to dispute the validity, characterization, status, and enforceability of all contracts, leases, agreements or documents listed herein or omitted from herein.

The contacts, leases, agreements and other documents listed herein may have expired or may have been modified, amended or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters or other documents, instruments or agreements and not all such various amendments, restatements, waivers, estoppel certificates, letters or other documents, instruments or agreements may be or may not be listed herein. The absence of such various amendments, restatements, waivers, estoppel certificates, letters or other documents, instruments or agreements does not prejudice the Debtor's right to assert that such various amendments are restatements, waivers, estoppel certificates, letters or other documents, instruments or agreements constitute executory contracts. Certain of the executory contracts may not have been memorialized and could be subject to dispute. Certain of the real property leases listed on this schedule may contain rights of first refusal, rights to lease additional space or other miscellaneous rights. Such rights, powers, duties and obligations are not set forth separately in this schedule and the Debtor specifically reserves all of its rights, claims, set off rights, defenses and causes of action with respect to such real estate property leases.

In the aggregate, the Debtors are a party to approximately 300 confidentiality agreements that prohibit the parties thereto from disclosing and using certain confidential information; such confidentiality agreements are not included herein.

This schedule does not include purchase orders, service orders and service requests on month-to-month terms that are not executory contracts, and other agreements used in the ordinary course of business for routine purchases of equipment, services, and supplies. In addition, in the ordinary course of business, the Debtor may have entered into agreements, written or oral, for the provisions of certain services on a month-to-month or at-will basis; such contracts may not be included in this schedule. The absence of any such contract, orders and requests from this schedule shall not prejudice the Debtor's rights to assert, and the Debtor reserves the right to assert, that any such contract, order or request are executory contracts or unexpired leases.

United States Bankruptcy Court, Southern District of New York  
Debtor: Allegiance Telecom, Inc.  
Case No: 03-13057 (RDD)  
Supplement No. 1 to Schedule G  
Rider G-1 Executory Contracts

<b><u>Name &amp; Mailing Address of Vendor</u></b>	<b><u>Description of Contract</u></b>
Biddle Consulting Group, Inc. 1321 Howe Avenue, Ste 250 Sacramento CA 95825	AAP Software License and software training
HireRight.com, Inc. 1100 Quail Street, Ste 100 Newport Beach, CA 92660	Background Check and Drug test Services
Connecticut General Life Insurance Company (Cigna) 900 Cottage Road Hartford, CT 06152-1032	Welfare Plan Coverage Carrier
Cigna Behavioral Health, Inc. 11095 Viking Drive, Ste. 350 Eden Prairie, MN 55344	Employee Assistance Plan Vendor
Vision Service Plan (VSP) 3 3333 Quality Drive Rancho Cordova, CA 95670	Vision Coverage Carrier
Ceridian Benefits Services (FSA Accounts) 34125 US Highway 19 North Palm Harbor, FL 34684-2141	Third Party Administrator for Cobra Administration
Ceridian Benefits Services (CobraServe) 34125 US Highway 19 North Palm Harbor, FL 34684-2141	Third Party Administrator for Flexible Spending Accounts Administration
Amvescap Group (formerly Invesco Retirement Plan Services) 1315 Peachtree St. NE, Ste 201 Atlanta, GA 30309	401(k) Plan Administrator
The Hartford Financial Services Group, Inc. Hartford Plaza 690 Asylum Ave. Hartford, CT 06115	Life, AD&D and LTD Coverage Administration
The Hartford Financial Services Group, Inc. Hartford Plaza 690 Asylum Ave. Hartford, CT 06115	Short Term Disability Third Party Administrator
The Hartford Financial Services Group, Inc. Hartford Plaza 690 Asylum Ave. Hartford, CT 06115	NY State Disability Administrator

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MyBenergy (On-Line Benefits) 333 Earle Ovington Blvd, Ste 210 Uniondale, NY 11553	Company Benefits Website Administrator
CareerBuilder LLC 8420 W. Bryn Mawr, Ste 900 Chicago, IL 60631	Website Recruitment Vendor
Salomon Smith Barney 388 Greenwich Street New York, NY 10013	Stock Plan Services Agreement (Section 423 Plan)
Lockheed Martin 1800 Sutter Street Suite 570, Concorde CA 94520-2561	Administrative Operating Company Services
Telcordia Technologies Corporate Place PYA-3n141 Piscataway, NJ 08854-4156	LERG & TPM Licenses
Telcordia Technologies 45 Knightsbridge Rd., Room 5 A132 Piscataway, NJ 08854-4156	Common Language Products License
Pitney Bowes P.O. Box 85390 Louisville, KY 40285-5390	Lease 3015485-003
Pitney Bowes P.O. Box 85390 Louisville, KY 40285-5390	Lease 5308342-021
Pitney Bowes P.O. Box 85390 Louisville, KY 40285-5390	Lease 5308342-017
Pitney Bowes P.O. Box 85390 Louisville, KY 40285-5390	Lease 5308342-018
Pitney Bowes P.O. Box 85390 Louisville, KY 40285-5390	Lease 5308342-023
Pitney Bowes P.O. Box 85390 Louisville, KY 40285-5390	Lease 5308342-043
Pitney Bowes P.O. Box 85390 Louisville, KY 40285-5390	Lease 5308342-020
Pitney Bowes P.O. Box 85390 Louisville, KY 40285-5390	Lease 5308342-008

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<b><u>Name &amp; Mailing Address of Vendor</u></b>		<b><u>Description of Contract</u></b>
IOS Capital c/o Well Fargo Financial, the holder of the Lease MAC F4030-070 800 Walnut Street Des Moines, Iowa 50309-3636		Lease for Canon 5000S #19161A
IOS Capital c/o Well Fargo Financial, the holder of the Lease MAC F4030-070 800 Walnut Street Des Moines, Iowa 50309-3636		Lease for Canon 5000S #19152A
IOS Capital c/o Well Fargo Financial, the holder of the Lease MAC F4030-070 800 Walnut Street Des Moines, Iowa 50309-3636		Lease for Canon 5000S #19325A
IOS Capital c/o Well Fargo Financial, the holder of the Lease MAC F4030-070 800 Walnut Street Des Moines, Iowa 50309-3636		Lease for Canon 5000S #19287A
IOS Capital c/o Well Fargo Financial, the holder of the Lease MAC F4030-070 800 Walnut Street Des Moines, Iowa 50309-3636		Lease for Canon 5000S #19218A
IOS Capital c/o Well Fargo Financial, the holder of the Lease MAC F4030-070 800 Walnut Street Des Moines, Iowa 50309-3636		Lease for Canon 5000S #18979A
IOS Capital c/o Well Fargo Financial, the holder of the Lease MAC F4030-070 800 Walnut Street Des Moines, Iowa 50309-3636		Lease for Canon 5000S #19180A
LexisNexis a division of Reed Elsevier		Subscription Agreement

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<b><u>Name &amp; Mailing Address of</u></b>	
<b><u>Vendor</u></b>	<b><u>Description of Contract</u></b>
Intrado Inc 6285 Lookout Road Boulder, CO 80301	IntelliBase Services Agreement and 9-1-1 Professional Services Agreement
Avotus Corporation 2381 Bristol Circle Oakville ON L6H5S9 Canada	Support Agreement

DECLARATION CONCERNING DEBTOR'S  
SUPPLEMENT NO. 1 TO SCHEDULES

I, the Senior Vice President of Finance and Accounting of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing Supplement No. 1 to Schedule G, including this signature page, and that they are true and correct to the best of my knowledge, information, and belief.

Date September 5, 2003

Signature: /s/ G. Clay Myers

G. Clay Myers  
Printed Name

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Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. Sections 152 and 3571.