UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MISSOURI

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In re

FARMLAND INDUSTRIES, INC , *et al* ,

In proceedings for Reorganization under Chapter 11

Case No 02-50557-JWV Jointly Administered

FARMLAND INDUSTRIES, INC
("the Debtor")

Amount $ **139,955.51**

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# NOTICE OF TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001 (E) (1)

**To Transferor:** CATALYST SERVICES INC
ATTN ROGER HEARN
P O BOX 2021143
DALLAS, TX 75320-1143

*Your general unsecured claim in the amount of **$139,955.51** has been transferred to*

**Transferee:** Stark Event Trading, Ltd
Attn Mr Colin Lancaster, General Counsel
3600 South Lake Drive
St Francis, WI 53235
Facsimile (414) 294-7000

The Evidence of Transfer of Claim is attached hereto as EXHIBIT B No action is required if you do not object to the transfer of your claim However, if you do object to the transfer of your claim, within 20 days of the date of this notice, you must

- FILE A WRITTEN OBJECTION TO THE TRANSFER with

  Deputy Clerk
  United States Bankruptcy Court
  Western District of Missouri
  400 East 9th Street
  Kansas City, MO 64106

- SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE

  Refer to INTERNAL CONTROL NO _____ in your objection
  If you file an objection, a hearing will be scheduled

If your objection is not timely filed, the transferee will be substituted on our records as the claimant in this proceeding

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*(FOR CLERK'S OFFICE USE ONLY)*
This notice was mailed to the first named party, by first class mail, postage prepaid on _____, 2003
INTERNAL CONTROL NO _____
Copy (check) Claims Agent ___ Transferee ___ Debtor's Attorney ___

_____
Deputy Clerk

**EXHIBIT "B"**
**EVIDENCE OF TRANSFER OF CLAIM**

TO: Clerk, United States Bankruptcy Court, Western District of Missouri

AND TO: Catalyst Services Inc., a Texas corporation ("Assignor"), for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does here by unconditionally and irrevocably sell, transfer and assign unto STARK EVENT TRADING, LTD. a British Virgin Islands Corporation with offices at 3600 South Lake Drive, St. Francis, WI 53235, it successors and assigns ("Assignee") all rights, title and interest in and to the claim of Assignor in the principal amount of $139,955.51, against Farmland Industries Inc., (the "Debtor") in the United States Bankruptcy Court, Western District of Missouri, or any other court with jurisdiction over the bankruptcy Proceedings ("Bankruptcy Court"), Case No. 02-50557-JWV.

Assignor hereby waives any notice or hearing requirements imposed by Rule 3001 of the Bankruptcy Rules, and stipulates that an order may be entered recognizing this Assignment of Claim as an unconditional assignment and the Assignee herein as the valid owner of the Claim. You are hereby requested to make all future payments and distributions, and to give all notices and other communications, in respect of the Claim to Assignee.

IN WITNESS WHEREOF, dated the 25th day of Nov., 2003.

Catalyst Services Inc.

By: R Hern
Name: Roger Hern
Title: Senior Vice President
Telephone: 403-218-2464

WITNESS:

By: Jan Campbell
Name: JAN CAMPBELL

# ASSIGNMENT OF CLAIM

1. Catalyst Services Inc., with offices at P.O. Box 201143, Dallas, TX, 75320-1143 ("Assignor"), for good and valuable consideration the sufficiency of which is hereby acknowledged in the sum of $ (this is the amount Assignee is immediately paying for the Immediate Claim Amount, i.e., % [such percentage is hereby defined as the "Purchase Rate"] hereby absolutely and unconditionally sells, transfers and assigns unto STARK EVENT TRADING, LTD, its successors and assigns, with offices at 3600 South Lake Drive, St. Francis, WI 53235, ("Assignee"), all right, title and interest in and to the claims of Assignor in the amount of $139,955.51 (defined herein as the "Claim") payable by Farmland Industries Inc. ("Debtor"), the debtor-in-possession in the chapter 11 liquidation case, Case No. 02-50557-JWV (the "Case"), in the United States Bankruptcy Court for the Western District of Missouri (the "Bankruptcy Court"), including, without limitation, (a) all of Assignor's right, title and interest in and to all agreements, instruments, invoices, purchase orders, proofs of delivery and other documents evidencing, or relating or referred to in, such Claim or the Proof of Claim; (b) all of Assignor's right to receive principal, interest, fees, expenses, damages, penalties and other amounts in respect of, or in connection with the Claim; and, all other claims, causes of action against the Debtor, its affiliates, any guarantor or other third party relating to or arising from the invoices listed on Exhibit "A", together with voting and other rights and benefits arising from, under or relating to any of the foregoing, including, without limitation, all of Assignor's rights to receive cash, securities, instruments and/or other property or distributions issued in respect of the Claim, or otherwise, or issued in connection with any of the foregoing or the Case.

2. Assignor represents, warrants and covenants that a Proof of Claim (defined herein), evidencing Assignor's claim, has been filed in the Case and that the amount of $139,955.51 represents the total outstanding accounts receivable owed by Debtor to Assignor (including the Claim). Assignee shall be deemed to be the owner of the Claim, as described in Paragraph 1, and shall be responsible for filing the Proof of Claim in its own name (not the name of the Assignor), subject to the terms of this Agreement, and shall identify itself as the owner of the Proof of Claim, subject to the terms of this Agreement, on the records of the Bankruptcy Court.

3. Assignor further represents, warrants and covenants that as of the date hereof: (a) the amount of the Claim is no less than $139,955.51 (defined herein as the "Immediate Claim Amount"), (b) the basis for the Claim is for valid invoices, exclusive of any and all chargebacks and disputed items, arising from the sale of goods, merchandise or services to Debtor, (c) the payment terms of such invoices are not more than 65 days from the date of the invoice (included invoices are dated from _____ through _____; (d) the Claim is not subject to any claim or right of setoff, reduction, recoupment, impairment, avoidance, disallowance or subordination; (e) there are no legal or equitable defenses, counterclaims or offsets that have been or may be asserted by or on behalf of Debtor to reduce the amount of the Claim or affect the validity or enforceability of the Claim; (f) the Claim is a liquidated, non-contingent, undisputed Claim against the Debtor which is valid and enforceable against the Debtor; (g) that no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Assignment of Claim Agreement (this "Agreement") by Assignor; (h) this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; (i) the transactions contemplated by this

Agreement are not in contravention of any law, order, regulation or agreement by which Assignor is bound; (j) this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; (k) no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the Claim; (l) no portion of the Claim has been sold, assigned or pledged to any third party in whole or in part; (m) Assignor does not and did not on the Filing Date hold any funds or property of or owe any amounts or property to Debtor and has not effected or received the benefit of any setoff against Debtor on account of the Claim; (n) Assignor has not taken any action, and has not omitted to take any action, nor will take future action, nor has had any relationship with Debtor which would cause distributions on the Claim to be less in amount, different in kind, or later in distribution than other distributions on account of the Claims of other similarly situated creditors; (o) Assignor has not received any written notice or otherwise, that (i) any payment or other transfer made to or for the account of Assignor from or on account of Debtor is or may be void or voidable as an actual or constructive fraudulent transfer or as a preferential transfer or (ii) the Claim, or any portion of them, are void, voidable, unenforceable or subject to any impairment of any type; (p) Assignor has not received (by setoff or otherwise) or directed to others any payments or other transfers from or on account of Debtor in respect of the Claim on or after the 95th day preceding the filing date of the Bankruptcy Case; (q) Assignor has made the requisite filings to perfect its first priority security interest in the inventory underlying 100% of the Claim; (r) the Claim, is not and has not been subject to any factoring agreement; (s) Assignor owns, has and is hereby selling to Assignee good and sole legal and beneficial title to the Claim free and clear of any and all liens, security interests, encumbrances or claims of any kind or nature whatsoever except for Assignor's duly perfected first priority security interest in the inventory and its proceeds which Assignor assigns to Assignee; (t) that in the event any liens appear on Assignor's most recent Dun and Bradstreet Report or become known to Assignee through a title search, Assignor agrees to timely obtain such releases from the parties listed on such report to the extent such liens relate to the Claim; (u) the basis for the Claim is amounts due and owing by the Debtor arising from the sale, of goods or merchandise or other rendering of services to the Debtor in the ordinary course of its business pursuant to ordinary business terms; (v) a true and complete list of all agreements, instruments, invoices, summary of invoices, purchase orders, proofs of delivery, financing statements, and other documents evidencing or relating to the Claim will be made promptly available to Assignee upon its reasonable request in connection with this Assignment of Claim; (w) no objection to the Claim has been filed or threatened; (x) no offer to sell or solicitation of any offer to buy the Claim has been made by or at the direction of the Assignor in a manner that would violate or require registration under the Securities Act of 1933, as amended; (y) no payment has been received by Assignor or on behalf of Assignor, in full or partial satisfaction of the Claim, and Assignor has no liability or obligation related to or in connection with the Claim other than obligation to Assignee as set forth herein; and (z) no creditors of Assignor shall assert an interest of any kind to the Claim nor shall any such creditors file proofs of claim asserting such interest.

4. Assignee acknowledges that Assignor has not given any investment advice, credit information or rendered any opinion as to whether the assigned claim is prudent. Assignee is a sophisticated purchaser with respect to the Assigned Claim, has informed decisions regarding the sale of the assigned Claim and has independently and without reliance upon Assignor and based upon such information, as Assignee has deemed appropriate, made its own independent decision to enter into this agreement.



NOV-20-2003 19:01 PRIMESHARES 2126890600 P.03/11

5. In the event the Bankruptcy Court enters an Order allowing the Claim as a general unsecured claim in the Case in an amount in excess of the scheduled unsecured amount, or in the event the Claim is scheduled as a general unsecured claim in the Case that is not disputed, unliquidated or contingent and is not (according to such schedules) subject to any other objection or reservation of rights with respect to future schedules or objection (the excess so allowed or scheduled being defined as an "Additional Allowed Amount"), Assignee shall purchase the Additional Allowed Amount for additional cash equal to the product of the Additional Allowed Amount multiplied by the Purchase Rate, whereupon the "Claim" as defined herein shall be deemed to include the Additional Amount, and the Unsecured Amount shall be increased by the Additional Amount, in each case for all purposes hereunder (including without limitation for purposes of the application of representations and warranties. As used herein, the "Additional Closing Date" shall mean the seventh business day after the entry of an Allowance Order. An "Allowance Order" shall mean an order of the Bankruptcy Court which has not been reversed, stayed, modified or amended and as to which (a) any appeal, rehearing or other review has been finally determined in a manner that does not affect such order, or (b) the time to appeal or seek a rehearing or other review has expired and no appeal, motion for reconsideration has been timely filed.

6. Assignor is aware that the consideration being paid by Assignee hereunder may differ both in kind and amount from the amount ultimately distributed with respect to the Claim pursuant to any plan of reorganization which is confirmed for the Debtor, any liquidation or any other distribution in the Case. Assignor further represents, warrants and covenants that it has adequate information concerning the financial condition of the Debtor and the Case to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assignor has deemed appropriate, made its own decision to enter into this Agreement. Assignor is aware that information which may be pertinent to Assignor's decision to transfer the Claim is available to Assignor and may be obtained from the Bankruptcy Court's files. Assignor acknowledges and confirms that (i) Assignee may now possess and/or may hereafter come into possession of certain non-public information concerning the Claim and/or the Debtor that is not known to Assignor and that may be material to a decision to sell the Claim, (ii) Assignor has not requested to receive such information and has determined to sell the Claim notwithstanding its lack of knowledge thereof, and (iii) Assignee shall have no liability to Assignor with respect to the non-disclosure of such information and Assignor hereby waives and releases any claims it may have against Assignee or any other person, whether pursuant to applicable securities laws or otherwise, with respect to such information. Assignee acknowledges and confirms that (i) Assignor may now possess and/or may hereafter come into possession of certain non-public information concerning the Claim and/or the Debtor that is not known to Assignee and that may be material to a decision to purchase the Claim, (ii) Assignee has not requested to receive such information and has determined to purchase the Claim notwithstanding its lack of knowledge thereof, and (iii) Assignor shall have no liability to Assignee with respect to the non-disclosure of such information and Assignee hereby waives and releases any claims it may have against Assignor or any other person, whether pursuant to applicable securities laws or otherwise, with respect to such information. Assignor (i) is not and has never been (A) an "insider" of Debtor as that term is defined in the Bankruptcy Code or (B) an Affiliate of Debtor and (ii) is not, and has not been, a member of (1) any official or unofficial committee appointed or otherwise constituted in the Bankruptcy Case or (2) any committee relating to Debtor formed prior to commencement of the



NOV-20-2003 19:01 PRIMESHARES 2126890600 P.04/11

Bankruptcy Case. The purchase price paid by Assignee to Assignor for the Claim is fair and reasonable consideration taking into account all factors, including, but not limited to the Bankruptcy Case and the aging of the Claim. Assignor is currently solvent, is able to pay its debts as they become due and has adequate capital to conduct its business. In addition, as a result of the sale of the Claim by Assignor, Assignor will not be rendered insolvent, will not be rendered unable to pay its debts as they become due and will not be left with unreasonably small capital with which to conduct its business.

7. In the event the Claim is subject to the following: (a) any returns, defects, discounts, credits, allowances, recoupment, pre-payment deductions, offsets, advertising disallowances, or any other reduction of the invoices for any reason whatsoever, which would reduce the amount of the Claim, (b) if any Proof of Claim pertaining to the Claim is subject to any valid defense or is void or voidable, or is otherwise not allowed in any bankruptcy proceedings (collectively a "Disallowance"), then Assignor agrees to immediately repay to Assignee within 2 business days after demand by Assignee, an amount equal to (i) that portion of the Claim subject to Disallowance, multiplied by (ii) the Purchase Rate, plus interest thereon from the date hereof to the date of such repayment at the Prime Rate then in effect as set forth in the Wall Street Journal, Eastern Edition plus 250 basis points, for the applicable period; provided, however, that in no instance shall the amount paid hereunder exceed the purchase price hereunder plus interest. If the Claim is not subject to a Disallowance but Assignor nevertheless does not receive payment on the Claim due to credits or chargebacks from past invoices, then Assignor shall pay to Assignee the amount of such credit or chargeback to the extent it reduced the payment on such Claim as if such credit or chargeback had been a payment received from Debtor. Notwithstanding anything contained in this Agreement to the contrary, in the event Assignee or Assignor receives an objection to the claim represented by the Claim (the "Objection"), Assignee or Assignor, as the case may be, will promptly notify the other of such Objection. Assignor will have the right to defend the Objection, and in the event of a Disallowance, Assignor will repay to Assignee such amount as are specified herein. Assignee agrees to execute such documents as may be necessary or appropriate to effect Assignor's ability to have standing to defend the Objection.

8. Assignor agrees that if Assignor receives any payments or distributions or notices with respect to or relating to the Claim after the date hereof, Assignor shall accept the same as Assignee's agent and shall hold the same in trust on behalf of and for the sole benefit of Assignee, and shall promptly deliver the same to Assignee in the same form received (free of any withholding, set-off, claim or deduction of any kind), within five (5) business days in the case of cash and/or notices and within ten (10) business days in the case of securities, which are in good deliverable form, with the endorsement of Assignor when necessary or appropriate. If Assignor fails to deliver the cash distribution to Assignee within two (2) business days of Assignor's receipt, Assignor shall be obligated to pay Assignee interest on the cash distribution at the Prime Rate then in effect as set forth in the Wall Street Journal, Eastern Edition plus 250 basis points, for the applicable period, from the date of Assignor's receipt of such distribution to the date of Assignee's receipt of payment of such distribution.

9. Assignor shall indemnify, defend and hold Assignee and its officers, directors, agents, partners, members, controlling entities and employees (collectively "Assignee's Indemnities") harmless from and against any liability, claim, cost, loss judgment, damage or expense



NOV-20-2003 19:02 PRIMESHARES 2126890600 P.05/11

(including reasonable attorneys' fees and expenses) that Assignee's Indemnities incur or suffer as a result of, or arising out of (a) Assignor's breach of any of Assignor's representations, warranties, covenants, or agreements in this Agreement or (b) any obligation of Assignee or Assignor to disgorge, in whole or in part, or otherwise reimburse (by setoff, recoupment or otherwise) Debtor or any other entity any payments, property, setoffs, or recoupments received, applied or effected by or for the account of Assignor under or in connection with the Claim or otherwise from, against or on account Debtor.

10. Assignor agrees to indemnify Assignee from all losses, damages, and liabilities, including reasonable attorney's fees and expenses, which result from Assignor's breach of any representation, warranty, indemnity, agreement or covenant set forth herein.

11. Assignor hereby irrevocably appoints Assignee with full power of substitution as its true and lawful attorney and authorizes Assignee to act in Assignor's name, place and stead, to demand, sue for, compromise and recover all such sums of money which now are, or may hereafter become due and payable for, or on account of the Claim herein assigned. Assignor grants to Assignee full authority to do all things necessary to enforce the Claim or any portion thereof and the Assignor's rights thereunder or related thereto pursuant to this Agreement. Without limiting the foregoing, Assignor hereby authorizes Assignee to file, without the signature of the Assignor where permitted by law, one or more financing or continuation statements, assignments and/or amendments thereto, relating to the Claim. Assignee in its sole and absolute discretion may elect to have Assignor execute a form and notice of assignment of claim to be filed in the Bankruptcy Case or Assignee may require Assignor to act on its behalf in the Bankruptcy Case to collect the Claim; Assignor agrees that the powers granted by this Section are discretionary in nature and exercisable at the sole option of Assignee; and Assignee shall have no obligation to take any action to prove, defend, demand or take any action with respect to the Claim or otherwise in the Case. Assignor agrees that it shall take no action whatsoever in respect of or in connection with the Claim or any portion thereof without Assignee's express consent. Assignor agrees to execute, acknowledge and deliver all such further certificates, instruments and other documents, and to take all such further action as may be necessary or appropriate to effect assignment of the Claim and all interests therein to Assignee, to cooperate with and assist Assignee in enforcing the Claim and to otherwise effectuate the intent of this Agreement; provided, however, that it will be the responsibility of Assignee to file Proof of Claim which shall be in its own name.

12. Assignor agrees to cooperate in good faith with Assignee and as Assignee may request with respect to any filing, proof of claim, notice, UCC financing statements (or assignments thereof) that Assignee determines is necessary or appropriate to protect Assignee's interest in the Claim. Assignor further agrees that it will not take any action or omit to act which would conflict with the interests of Assignee in the Claim or otherwise affect Assignee's ability to recover the maximum amount on any claim in the Bankruptcy Case related to the Claim. Assignor will not, without the consent of Assignee, to be given or not in its sole and absolute discretion, enter into any agreements, compromise any claims that would or might reduce the amount of the claim attributable to the Claim, result in any claim of setoff or recoupment by Debtor or any official committee appointed by the Bankruptcy Case, or otherwise result in the ability of Debtor, any trustee appointed in the Bankruptcy Case, or any official committee or



NOV-20-2003 19:02 PRIMESHARES 2126890600 P.06/11

other person appointed by the Bankruptcy Court in the Bankruptcy Case being able to avoid the obligation of Debtor for the Claim.

13. All representations, warranties, covenants, indemnities and agreements contained herein shall survive the execution and delivery of this Agreement and the purchase and sale of the Claim and shall inure to the benefit of, be binding upon and enforceable by the parties hereto and their respective successors and assigns. Assignor agrees that Assignee may freely sell, transfer or assign the Claim together with all right, title and interest of Assignee in and to this Agreement. This agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all of which, together constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

14. Assignor shall, concurrently with the execution of this Agreement, execute the document attached hereto as Exhibit "B" and incorporated herein by reference, which shall be filed by Assignee with the Bankruptcy Court as evidence of this transfer. Assignor grants Assignee the right to make any corrections to Exhibit "B" necessary or appropriate to effect assignment of the Claim. Assignor hereby waives any notice or hearing requirements imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, and stipulates that an order may be entered recognizing this Agreement as an unconditional assignment and Assignee herein as the valid owner of the Claim.

15. All demands, notices, requests, consents and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered by courier service, messenger, or telecopier at the following addresses, or such other addresses as may be furnished hereafter by notice in writing, to the following:

In the case of the Assignor:

Roger Hearn
Catalyst Services Inc.
P.O. Box 201143
Dallas, TX 75320-1143
Telephone: 403-218-2464

In the case of the Assignee:

Mr. Colin Lancaster
General Counsel
Stark Event Trading, Ltd.
3600 South Lake Drive
St. Francis, WI 53235
Facsimile: (414) 294-7000



NOV-20-2003 19:02 PRIMESHARES 2126890600 P.07/11

16. Arbitration; Litigation; Attorney's Fees.

(a) **EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY COURT OR JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR ANY ACTS OR OMISSIONS OF ANY OF THE PARTIES HERETO IN CONNECTION THEREWITH.**

(b) **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES WITH RESPECT TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF WISCONSIN (EXCLUDING ITS CONFLICT OF LAWS PROVISIONS).**

(c) **ANY DISPUTE SHALL BE FINALLY SETTLED BY THREE ARBITRATORS UNDER THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION AS SUCH RULES ARE THEN IN EFFECT. ANY ARBITRATION SHALL BE HELD IN MILWAUKEE, WISCONSIN.** The majority of such arbitrators shall be individuals skilled in the legal and business aspects of the subject matter of the dispute(s) or claim(s) at issue. If after due notice in accordance with such rules any party fails to be present at or fails to obtain an adjournment of the arbitration, the arbitration may proceed in the absence of such party. The arbitrators may grant any remedy or relief within the scope of this Agreement and the applicable provisions hereof which they deem just and equitable, including without limitation specific performance of the terms of such provisions. Judgment upon the decision of the arbitrators may be entered in any court of competent jurisdiction. Costs of arbitration shall be shared equally by the parties.

(d) In the event that Assignee takes any action to enforce its rights under this Assignment of Claim, in addition to any other relief granted, Assignor agrees to pay all costs and expenses incurred in connection therewith, including all attorney's fees and expenses.

17. Waiver. A waiver by a party of any breach by the other party of any provision of this Agreement shall not be deemed to be a waiver by such first party of any subsequent breach

All demands, requests, consents, notices and communications shall be deemed to have been given either at the time of actual delivery thereof or to the officer or an authorized recipient of deliveries to the office set forth above.



NOV-20-2003 19:02 PRIMESHARES 2126890600 P.08/11

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment of Claim by its duly authorized representative dated as of the 25th day of Nov., 2003.

Catalyst Services Inc.

By: _____
Name: Roger Heam
Title: Senior Vice President

STARK EVENT TRADING LTD.

By: _____
Name: Colin M. Lancaster
Title: General Counsel



NOV-20-2003 19:03 PRIMESHARES 2126890600 P.09/11

## EXHIBIT A

## DOCUMENTS EVIDENCING THE CLAIM



NOV-20-2003 19:03 PRIMESHARES 2126890600 P.10/11