

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK	PROOF OF CLAIM
In re Shared Technologies Allegiance, Inc	Case Number 03-13108



s4070

YOUR CLAIM IS SCHEDULED AS\$26 104 00 UNSECURED CONTINGENT
DISPUTED UNLIQUIDATED

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

Name of Creditor and Address

03805888077266

AIR AROUND THE CLOCK
C/O FRANK WOLLAND
12865 WEST 60 HWY
N MIAMI FL 33161Creditor Telephone Number **305 899-8588**

CREDITOR TAX ID #	ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR	Check here <input type="checkbox"/> replaces or amends a previously filed claim dated _____
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1 BASIS FOR CLAIM

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

Your social security number _____

Unpaid compensation for services performed from _____ to _____
(date) (date)**2 DATE DEBT WAS INCURRED** **12-9-02****3 IF COURT JUDGMENT, DATE OBTAINED**

4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED	\$ 26,104.00	\$ _____	\$ _____	\$ _____
	(unsecured)	(secured)	(unsecured priority)	(total)

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

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or other charges.**5 SECURED CLAIM**☐ Check this box if your claim is secured by collateral (including a right of setoff)

Brief description of collateral

- | |
|--|
| <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Motor Vehicle |
| <input type="checkbox"/> Other _____ |

Value of collateral \$ _____

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

6 UNSECURED PRIORITY CLAIM☐ Check this box if you have an unsecured priority claim

Specify the priority of the claim

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

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

7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.**8 SUPPORTING DOCUMENTS** Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.**9 DATE-STAMPED COPY** To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.

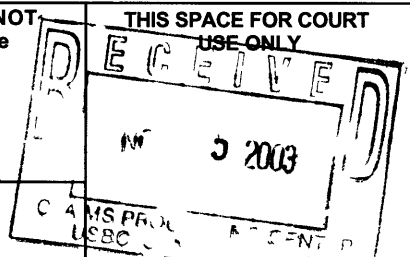
The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 5:00 p.m., November 26, 2003, Prevailing Eastern Time.

BY MAIL TO United States Bankruptcy Court
Southern District of New York
Allegiance Claims Docketing Center
Bowling Green Station P.O. Box 95
New York, NY 10274-0095**BY HAND OR OVERNIGHT DELIVERY TO** United States Bankruptcy Court
Southern District of New York
Allegiance Claims Docketing Center
One Bowling Green Room 534
New York, NY 10004-1408

DATE SIGNED

11-24-03**SIGN** and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any).**FRANK WOLLAND, ESQUIRE**

THIS SPACE FOR COURT USE ONLY



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

See Other Side For Instructions



02100

DEBTOR SHARED TECHNOLOGIES FIARCHILD TELECOM, INC
U S BANKRUPTCY - SOUTHERN DISTRICT OF NEW YORK
CASE NO 01-13108
CLAIMANT AIR AROUND THE CLOCK AC SERVICE, INC

PROOF OF CLAIM NARRATIVE

Claimant's claim is based on cancellation of a purchase and return of monies paid. The claim is for fraud in the inducement in the sale of a telephone system by the debtor to Claimant. Debtor made the following representations, a) that the phone equipment was of high quality, and had an extremely low failure ration, b) that the Company/Debtor had an excellent service network, and would be able to provide service for the phones by trained technicians in a very short period of time, c) That no digital telephone system offered on the market had a line appearance feature, and d) that the phones were easy to program. Claimant relied on such representations, which were false or recklessly made without regard to their truth or falsity, and purchased the system, financing the purchase with Unicyn Funding Group, Inc.

In fact the phones were not high quality, there were no knowledgeable technicians to repair in a reasonable time, other phones offered line appearance features, and phones could only be programmed by a specially trained technician. Claimant sued for the return of their money. Attached is the Complaint, with following Exhibits:

Composite A - Shared Technologies Master Sales and Maintenance Agreement and Sales Order
Exhibit B - Unicyn Funding Group Lease for funding for the purchase

AIR Around Clock
Shared Tech

AFFIDAVIT OF SERVICE

December 23, 2002

SHERIFFS NUMBER **Law 202295**
TYPE OF SERVICE

DEFENDANT 1 OF 1

BERGEN COUNTY SHERIFF DEPT
Martha

B. Kelly

I, JOEL G TRELLA, SHERIFF OF BERGEN COUNTY, DO HEREBY DEPUTIZE
AND APPOINT TO BE MY DEPUTY, TO EXECUTE AND RETURN THE WRIT ACCORDING TO LAW

ATTORNEY
FRANK WOLLAND
12865 W DIXIE HWY
N MIAMI, FL 33161

CHECK #
10434

AMOUNT
\$ 32 80

CONTROL # 13039-1

COURT DATA

COURT CIRCUIT
DOCKET 02022914

STATE FL

COUNTY OF VENUE BROWARD

CAPTION OF CASE

AIR AROUND THE CLOCK AC SERVICE INC ET ALS
VS
SHARED TECHNOLOGIES FAIRCHILD TELECOM INC (SF)

NAMED WITHIN TO BE SERVICE

NAME **SHARED TECHNOLOGIES FAIRCHILD TELECOM INC OFFICER,
DIRECTOR, GEN. MGR OR AGENT OF COMPANY**
ADDRESS **2 UNIVERSITY PLAZA 6TH FLOOR**
CITY, STATE, ZIP **HACKENSACK, NJ 07601**

PAPERS SERVED

SUMMONS AND COMPLAINT

SERVICE DATA RECORDED

[X] SERVED [] UNABLE TO SERVE (1) _____ DATE [12] [27] [02]
ATTEMPTS 1 (2) _____ TIME [] [] []

REMARKS _____

PERSON SERVED Jim Meringer

[] COPY PERSONALLY DELIVERED [X] MANAGING or GENERAL AGENT, PARTNER
[] COPY LEFT WITH [] REGISTERED AGENT
[] COMPETENT HOUSEHOLD MEMBER OVER 14 YRS OF AGE RESIDING THEREIN [] AGENT AUTHORIZED TO ACCEPT
[] OFFICER [] DIRECTOR, TRUSTEE

[] IS IN THE MILITARY [X] NOT IN THE MILITARY
SEX [X] MALE [] FEMALE
SKIN [X] WHITE [] BLACK [] YELLOW [] BROWN [] RED
HEIGHT [] UNDER 5 FEET [] 50-56 FT [X] 57-60 FT [] OVER 6 FT
WEIGHT [] UNDER 100 LBS [] 100-150 LBS [X] 151-200 LBS [] OVER 200 LBS
HAIR [] BLACK [] BROWN [] BLOND [X] GRAY [] RED [] WHITE [] BALDING
AGE [] 14-20 [] 21-35 [] 36-50 [X] 51-65 [] OVER 65

SWORN AND SUBSCRIBED TO BEFORE ME
THIS 8 DAY OF Jan, 2003

Susan McGovern

Tom Kelly
DEPUTY SHERIFF OF BERGEN COUNTY
STATE OF NEW JERSEY

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IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO

AIR AROUND THE CLOCK
AC SERVICE, INC , a Florida
corporation,

Plaintiff,

vs

SHARED TECHNOLOGIES
FAIRCHILD TELECOM, INC ,
(SF), a Delaware corporation,

Defendant

_____ /

COMPLAINT

Comes now the Plaintiff and brings this action against the Defendant and
states

1 This is a action in equity for cancellation for fraud in the inducement,
and is within the jurisdiction of the Court

2 Plaintiff Air Around the Clock AC Service, Inc is a Florida
corporation doing business in Broward County, Florida

3 Defendant Shared Technologies Fairchild Telecom, Inc (SF) is a
Delaware corporation doing business throughout the United States, including

Floward County, Florida

4 On or about November , 2002 Plaintiff, through its duly authorized representatives, contacted Defendant with regard to the purchase of a telephone system

5 Defendant made the following representations to Plaintiff

a That the phone equipment was of high quality, and had an extremely low failure ratio,

b That the Company (SF) had an excellent service network, and would be able to provide service for the phones by trained technicians in a very short period of time

c That no digital telephone system offered on the market had a line appearance feature

d That the phones were easy to program

6 Plaintiff relied upon Defendant's representations, which were false, and known to be false when they were made, or in the alternative, were recklessly made without regard to their truth or falsity

7 In fact, the phones were not of high quality, and had an unacceptable failure ratio, IF was not able to secure technicians who were knowledgeable in order to repair the phones or the phone system in a reasonable time after it was

obvious that repairs were needed, other phone systems did in fact offer a line appearance feature, and the phones and phone system were difficult to program, and in fact could only be programmed by technicians who had received specialized training

8 As a direct and probable cause of the fraudulent representations set forth above Plaintiff was induced to purchase a phone system from Shared Technologies Fairchild Telecom, which system was financed from Unicyn Funding Group, Inc , a Florida corporation A copy of the Shared Technologies Master Sales and Maintenance Agreement and Sales Order is attached as Composite Exhibit A, and a copy of the Unicyn Funding Group Lease is attached as Exhibit B

9 After installation of the phone system on Plaintiff's business premises, it became obvious that the system did not operate as represented, and in fact Defendant learned that another telephone system provider i.e Samsung offered a line appearance feature This fact was very material , as the line appearance feature enables Plaintiff's employees to avoid picking up other lines when customers are on hold, avoids confusion, saves time, and is a very cost effective asset to the phone system

10 Upon discovering that the Defendant's representations were false the

Defendants contacted Plaintiff and attempted to have the phone system switched or modified so that it would provide the line appearance, and repaired so that the problems with the defective phones and programming could be corrected

11 Defendant was unable to correct the problems, and Plaintiff thereafter requested that the Defendant take the phone system back, in keeping with what Plaintiff believed was a money back guaranty

12 In fact, Plaintiff believed that a money back guaranty was in effect with regard to all phone systems of the Defendant, a copy of Defendant's advertising promotion stating "a money back guaranty for a year" is attached as Exhibit C

13 In fact the Defendant's promotion and representation that it provides a "money back guaranty for a year" for its equipment is not true

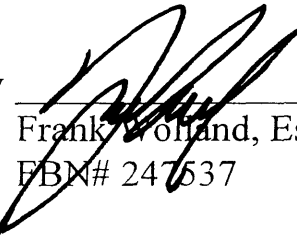
14 Defendant desires to cancel the agreement based upon fraud in the inducement and misrepresentation, and desires to return the phone system, which has been boxed and unused since immediately after its installation

Wherefore Plaintiff respectfully prays that the Court will grant rescission and cancellation with regard to that certain sales order in the sum of \$26,104.00 attached as Exhibit A, together with cancellation and rescission of Master Sales

and Maintenance Agreement, and Equipment Lease Financing provided in connection with that Agreement (Exhibit **B**), together with such other and further relief as the Court deems just

Law Office of Frank Wolland
Counsel for Plaintiff
12865 West Dixie Highway, 2nd FL
North Miami, FL 33161
305-899-8588

By



Frank Wolland, Esq
EBN# 247537



Shared Technologies Fairchild Telecom, Inc
a wholly-owned subsidiary of Intermedia Communications Inc

2 University Plaza, 6th Floor, Hackensack, NJ 07601
Telephone 201-498-1200 Facsimile 201-498-1100

SALES ORDER EQUIPMENT ITEMIZATION & SYSTEMS FEATURES

Customer's Name Air Around The Clcok

Customer's Account No

Installation Site Address 5337 Nob Hill Road Sunrise, Florida 33351

Installation Completion Date January 2002

MFG	<u>NORTEL</u>	MODEL & TYPE	<u>NORSTAR BCM 2 5</u>	EQUIPPED CAPACITY	TRUNKS	<u>24</u>	LINES	<u>28</u>
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Software Generic
BCM 2 5

Itemization

QTY	PART NUMBER	DESCRIPTION
1	NT7B10AABC	Business Communications Manager Communications Platform, 0 trunks, 0 station ports, v 90 modem, auto attendant, integrated QoS routing with LAN and NA WAN with CSU/DSU interfaces and 110/120V power supplies (WAN interface cables ordered separately)
1	NTBU0392 / NTBU0392	Business Communications Manager Call Center Basic
1	NTKC01AAAA / NTKC01AAAA	Business Communications Manager 16-Seat Silver Software Authorzation Code Bundle
1	P0909587 / P0909587	Business Communications Manager V 35 WAN Interface Cable
15	NT8B26AABA	T7208 Telephone Set - Charcoal
2	NT8B25AABA	T7100 Telephone Set - Charcoal
1	NT5B04AAAD / NT5B04AAAD	Business Communications Manager Digital Trunk Media Bay Module
1	NT5B18AAAE / NT5B18AAAE	Business Communications Manager 8 Analog Trunk Media Bay Module
1	NT7B09AAAC / NT7B09AAAC	Business Communications Manager 32 Digital Station Media Bay Module
7	NT8B20AF-03	M7310 Telephone
7	NT8B91CA-03	Busy Lamp Field
1	CABLING	150FT Standard Cable Run
1	DTK-3GTP	Surge Protector (NS#809579)
2	RJ-DP48C	ONEAC Protector for T1 Trunk, RJ-48 Style
1	ON2200XA-SNK	ONEAC 600va ups 400
7	NT8B90AL-93	Analog Station Adapters
1	Misc Materials	Miscellaneous Materials

EXHIBIT "A"

1 LOT
1 Freight & Warranty

Installation & Training
1 Year Warranty

Purchase Price **\$26,104 00** (plus applicable tax)

THIS SALES ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE SALES AGREEMENT, ARTICLES I AND II OF THE MASTER SALES AGREEMENT OR ARTICLES I, II AND IV OF THE MASTER SALES AND MAINTENANCE AGREEMENT BETWEEN CUSTOMER AND SHARED TECHNOLOGIES FAIRCHILD TELECOM, INC , WHICHEVER IS IN EFFECT AS OF THE DATE HEREOF

CUSTOMER AIR AROUND THE CLOCK

SHARED TECHNOLOGIES FAIRCHILD TELECOM, INC

BY

PRINTED NAME

TITLE

DATE OF ORDER

BY

PRINTED NAME

TITLE

ACCEPTANCE DATE

Michael J. Chung
Michael J. Chung
Service Manager
12/18/01



An Intermedia Communications Company

Add on

Type of Order **Change Order**
 Job Number **KEY5020001**
 Customer Name **AIR AROUND THE CLOCK**
 Customer Contact
 Address **5337 NOB HILL ROAD**
SUNRISE FL 33351

Submitted by **skguerra**
 Branch **FTLAU**
 Date **02/11/2002**
 Salesperson **sue guerra**
 Estimator **tredway**
 Technician **inguanta**

Work Pending

Scope of Work Customer would like to change phone types Also included is 8 hours of labor for the feeder cable

Vendor/Group Code	Material Description	Part Number	Quantity	Unit Sell	Total
NORTEL BCM PRODUCTS	T7208 TELEPHONE SET (BLACK/CHAR)	NT8B26AABA	-13	\$ 160 97	\$ - 2092 59
NORTEL BCM PRODUCTS	T7100 TELEPHONE SET (BLACK/CHAR)	NT8B25AABA	-2	\$ 113 41	\$ - 226 82
NORTEL NORSTAR EQUIPMENT	M7310 Feature Set, Black	NT8B20AF03	16	\$ 209 87	\$ 3357 91
	Labor - S/T		8	\$ 105 45	\$ 843 64
	Labor - O/T		0	\$ 158 18	\$ 0 00
Totals					\$ 1882 13

Customer Signature

Title

Service Manager

Date 02/11/02

MASTER SALES & MAINTENANCE AGREEMENT

Shared Technologies Fairchild Telecom Inc ("STF") a Delaware corporation hereby enters into this Master Sales & Maintenance Agreement (this "Agreement") with Air Around The Clock ("Customer") Customer represents that it is (check one)

- | | |
|---|---|
| <input checked="" type="checkbox"/> A corporation | <input type="checkbox"/> A government entity or agency- |
| <input type="checkbox"/> A general partnership whose partners are | <input type="checkbox"/> A limited partnership whose partners are |
| <input type="checkbox"/> A limited liability company | <input type="checkbox"/> Other |

established under the laws of the State of Florida having its chief executive offices at 5337 Nob Hill Road Sunrise FL 33351 STF and Customer intend that the terms and conditions of this Agreement shall apply to all Equipment (as defined) sold to Customer by STF during the term hereof and all Maintenance and T&M Work (as defined) performed by STF during the term hereof upon any Equipment regardless of whether STF has accepted any Order (as defined) for such goods or services. However this Agreement shall not bind STF to provide any goods or services to Customer unless STF has accepted in writing an Order for same **NOW, THEREFORE** in consideration of sufficient good and valuable consideration received by each party STF and Customer agree as follows

ARTICLE I - TERM AND DEFINITIONS

1 Term The Master Term of this Agreement shall commence on the Effective Date and shall expire on any date specified in either party's written notice terminating this Agreement so long as at least sixty (60) days prior written notice is given

2 Survival The terms and conditions of this Agreement shall survive with respect to any Order outstanding at the time of cancellation and shall continue in full force respecting such Order until the expiration of its specific term or the full performance of its terms and conditions **Neither this Agreement nor any Order shall be effective until accepted as evidenced by the signature of a duly authorized representative of STF**

3 Maintenance Order Term The term of each Maintenance Order shall commence on the date specified therein and cover a period of one year unless a period other than one year is expressly specified in the Maintenance Order After the expiration of the initial term the Maintenance Order shall automatically renew year-to-year unless terminated by either party with at least sixty (60) days written notice before the expiration of the then-current term The rate for each term shall be five percent (5%) greater than the previous term or any other rate specified by STF by written notice no later than ninety (90) days prior to the expiration of the then-current term A Maintenance Order shall not be terminable by either party during the initial or any subsequent term except under those circumstances specifically set forth in Article III Section 9 below

4 Definitions When capitalized in this Agreement the following terms shall have the meanings ascribed to them hereinbelow

- (a) **"Business Hours"** means 8:00 a.m. to 4:30 p.m. local time Monday through Friday except legal holidays
- (b) **"Change Order"** means an order modifying an existing Sales Order Maintenance Order or T&M Order
- (c) **"Effective Date"** means the date of STF's acceptance of this Agreement by its execution below
- (d) **"Equipment"** means telecommunications equipment accessories embedded and non-embedded software associated with the Equipment cable and/or installation labor provided or serviced under a Sales or Maintenance Order as described on the Order
- (e) **"Installation Completion Date"** means the date of cut over of newly installed Equipment for Customer's use
- (f) **"Maintenance Order"** means an Order for Maintenance Services in the form attached as Exhibit A or other form accepted and executed by STF under this Agreement and includes any Change Orders and other attachments to a Maintenance Order unless clearly inapplicable based on context
- (g) **"Maintenance Services"** means the maintenance services as defined in Article III Section 1
- (h) **"Major Malfunction"** means an Equipment malfunction resulting in no incoming or outgoing telephone service or no station-to-station service within Customer's system
- (i) **"Master Term"** means the term of this Agreement
- (j) **"Minor Malfunction"** means any malfunction of the Equipment other than a Major Malfunction
- (k) **"Order"** may mean a Sales Order a Maintenance Order a T&M Order or a Change Order Orders may be on forms provided by STF or on any other comparable forms and must in any case be in writing and signed by both Customer and STF
- (l) **"Premises"** means the Customer premises designated in the applicable Order as the site of the installation Maintenance or T&M Work
- (m) **"Purchase Price"** means the price of Equipment fully installed as specified on the Sales Order plus applicable taxes
- (n) **"Sales Order"** means an Order in the form attached hereto as Exhibit B or other form accepted and executed by STF under this Agreement for the sale and/or installation of Equipment specifying the Equipment the delivery and installation location and the price A Sales Order shall include any Change Orders thereto
- (o) **"T&M Order"** means an Order executed during the term of this Agreement for any service to be performed by STF that is outside the scope of the Maintenance Services described below
- (p) **"T&M Work"** means all work other than Maintenance Services performed by STF during the term hereof

ARTICLE II - SALES ORDERS

1 Equipment Sale During the Master Term (as defined) STF agrees to sell and provide to Customer and Customer agrees to purchase and accept from STF the Equipment specified on a Sales Order entered hereunder The terms and conditions of Articles I, II and IV of this Agreement apply to all Sales Orders executed by Customer and STF during the term of this Agreement as well as any Equipment sales made by STF to Customer without a Sales Order

2 Installation

- (a) The Installation Completion Date shall be as stated in each Sales Order STF shall use its best efforts to make timely delivery and installation however all stated delivery and installation dates are approximate STF shall not be required to commence installation of Equipment if Customer has failed to make payments in accordance with the payment schedule in any Sales Order accepted by STF **STF SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR DAMAGES OF ANY KIND, SPECIAL, CONSEQUENTIAL OR OTHERWISE FOR DELAYS IN DELIVERY OR INSTALLATION**
- (b) STF shall install and test the Equipment in accordance with STF's normal installation practices and Customer may monitor such testing Upon demonstration that the Equipment operates substantially in accordance with the applicable test and performance specifications STF shall cut over the Equipment for Customer's use and the date of such cut over shall be the Installation Completion Date
- (c) If Customer requests that any labor functions including cut over of telecommunications equipment be performed outside of Business Hours Customer shall be subject to an additional charge

3 Payment, Price, and Deposit

(a) The Purchase Price plus applicable taxes shall be specified in a Sales Order or Change Order Equipment ordered on a Change Order to an existing Sales Order shall be priced at STF's then-current list prices unless otherwise specifically agreed Customer shall purchase the Equipment from STF and shall pay STF the Purchase Price as follows

- (i) for Sales Orders or Change Orders that do not exceed \$100,000.00 Customer shall pay (please check one) ☐ 50% of the Purchase Price upon Customer's execution of the Sales Order or Change Order and 50% of the Purchase Price on or before 30 days after the Installation Completion Date (as defined in Article I Section 4(e) of this Agreement) or ☐ Customer shall pay 25% of the Purchase Price upon Customer's execution of the Sales Order or Change Order 60% of the Purchase Price upon delivery of the Equipment to Customer's site and 15% of the Purchase Price on or before thirty (30) days after the Installation Completion Date

(ii) for Sales Orders or Change Orders with a Purchase Price in excess of \$100,000.00 up to \$500,000.00 Customer shall pay 25% of the Purchase Price upon Customer's execution of the Sales Order or Change Order 60% of the Purchase Price upon delivery of the Equipment to Customer's site and 15% of the Purchase Price on or before thirty (30) days after Installation Completion Date and

(iii) for Sales Orders or Change Orders exceeding \$500,000.00 payment terms will be as agreed upon by the parties

If Customer refuses or is unable to accept delivery by STF of the Equipment on the scheduled date for such delivery the foregoing payments of sixty percent (60%) of the Purchase Price as specified in clauses (i) and (ii) above shall be due and payable upon such date of attempted delivery notwithstanding Customer's refusal to accept delivery of the Equipment

(b) If Customer elects to finance the purchase of the Equipment with a third party lease financing company then Customer shall enter into a binding lease agreement with such lease financing company (Lessor) satisfactory to STF and shall deliver an assignment and assumption agreement or purchase order in a form acceptable to STF under which Lessor assumes all of Customer's obligations to STF under this Agreement and any Sales Order including without limitation Customer's obligation to make the progress payments as outlined in Article II Section 3(a) above STF shall not be required to commence the installation of the Equipment until it has received fully executed copies of such lease and the assignment and assumption agreement or purchase order STF will cooperate with the Customer in arranging for a lease but it shall be the Customer's responsibility to finalize the lease and the assignment and assumption agreement or purchase order on a timely basis

(c) Any deposit Customer provides to STF with Customer's Sales Order or Change Order shall be promptly returned to Customer if STF declines to accept the Order **No Sales Order or Change Order shall be effective until signed by STF's authorized representative**

4 Risk of Loss, Title Customer assumes all risk of loss or damage to the Equipment upon delivery of the Equipment to the Premises Title to the Equipment shall pass to Customer upon payment of the full Purchase Price Customer agrees to provide adequate insurance coverage to protect STF's interests in the Equipment

5 Security Interest To secure payment for Customer's purchase from STF for all purchases under a Sales Order Customer grants to STF and STF retains a purchase money security interest in all Equipment purchased under a Sales Order until all sums due to STF under such Sales Order are paid in full Customer authorizes STF to file a financing statement describing the collateral and appoints STF as Customer's agent and grants STF a limited Power of Attorney to sign on Customer's behalf UCC-1 and UCC-3 forms for the purpose of protecting STF's security interests hereunder

6 Warranty

(a) STF warrants for a period of one year from the Installation Completion Date that the Equipment purchased under a Sales Order will be free from defects in material and workmanship If any defects covered by this warranty are brought to the attention of STF within the above stated one year period STF shall have the option of repairing or replacing the defective component of the Equipment at its expense Such repair or replacement shall be the Customer's exclusive remedy for breach of warranty or negligence

(b) STF warrants for a period beginning with the Installation Completion Date and ending on December 31, 2001 that the Equipment purchased under a Sales Order shall handle data information before, during and after January 1, 2000 in a manner that will not adversely affect its performance If any nonconformities covered by this warranty are brought to the attention of STF within the above stated warranty period STF shall use commercially reasonable efforts to remedy the performance problem(s) at its own cost In the event that such a remedy is not or cannot be made in a commercially practicable manner as determined by STF in its sole discretion Customer as its sole remedy will be entitled (i) to terminate the applicable Sales Order with respect to the nonconforming Equipment or part thereof without further liability and (ii) to a refund of the price paid for such Equipment or part thereof less a reasonable amount for wear and tear and use by Customer

(c) The occurrence of any of the following will void the above warranties (i) Equipment installation alteration or repair by any party other than STF (ii) abuse or improper handling or storage of the Equipment or (iii) use of the Equipment with third party material or equipment not specifically approved by STF

(d) THE WARRANTIES STATED ABOVE SHALL BE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS OR OTHERWISE CUSTOMER'S REMEDIES SHALL BE LIMITED TO THOSE STATED ABOVE TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES

7 STF's Responsibilities STF shall at its expense and at Customer's option provide the following Services under each Sales Order

(a) **TRAINING** - STF will provide instruction and training on use of the Equipment for a mutually agreed upon number of Customer-designated trainees during Business Hours and at regular scheduled sessions immediately prior to and/or following the Installation Completion Date Training will be limited to operation of the instruments, console and Equipment features programmed at cut over and does not include training to perform moves and/or changes to the Equipment database or the configuration of the Equipment unless otherwise stated in the Sales Order

(b) **TELECOMMUNICATIONS SERVICE COORDINATION** - STF will coordinate the installation of all local, long distance and other telecommunication services Such coordination will include placement of orders, coordination of due dates and testing to completion STF's services shall be limited to the installation of the Equipment on the subscriber side of the point of connection with any equipment furnished by telecommunications service providers (including internet service providers) used by Customer STF shall not be responsible for any failure or refusal by Customer's telecommunications service providers to cooperate in STF's installation of the Equipment or for any interconnect tariff or other charges imposed by such service providers

8 Customer's Responsibilities Customer shall at its expense and at all relevant times during the term of any Sales Order including the warranty period and during the term of any Maintenance Agreement

(a) Obtain all required consents from any landlord, building owner, mortgagor or other third party having an interest in the Premises to permit STF's performance under any Sales Order

(b) Allow employees or agents of STF reasonable access to the Premises at all hours consistent with installation requirements

(c) Provide access for installation of cable and hardware throughout the project location

(d) Provide suitable and easily accessible floor space to permit storage adjacent to where equipment will be used to secure storage of Equipment, tools, test sets, lockers and employees' personal effects

(e) Provide for the termination of any existing service agreement with Customer's current telecommunications provider and for the removal of existing equipment and cable as required

(f) Insure that the Premises meet all temperature, humidity-control, air-conditioning, and other environmental requirements of the Equipment specifications, and are dry, free from dust and radio frequency interference and not in a condition injurious to the Equipment or STF personnel

(g) Provide all patching, painting, concrete openings, conduits for cable and conductors in floors and walls, floor reinforcement or other mechanical modifications necessary to the installation

(h) Provide adequate and constant electric current free from surges or sags of necessary and proper voltage suitably terminated at the location(s) where it is required functioning outlets for workers' tools and power units and properly grounded copper cold water pipe before meter ground of ample capacity at locations specified by STF

(i) Timely and properly secure all permits, licenses, consents and approvals in connection with the purchase and installation of the Equipment and pay any licensing fees for performance rights relating to recorded or broadcast music for music-on-hold features

9 Third-Party Fees No brokerage or consultants' fees will be paid by either party in connection with the procurement or performance of any Sales Order hereunder without the other party's consent and each party hereto agrees to indemnify the other against the claims of third parties for any such fees that may arise due to the actions by or on behalf of the indemnifying party

ARTICLE III - MAINTENANCE AND TIME & MATERIALS ("T&M") ORDERS

1 Maintenance Services Customer designates STF its sole and exclusive service agent for "Maintenance Services" (as described below) on Equipment designated on any Maintenance Order placed hereunder Customer shall allow STF's employees and agents access to Customer's Premises as necessary to perform Maintenance Services at all hours consistent with the requirements of this Agreement Customer and STF may enter into Change Orders amending or supplementing the Equipment to be serviced under an existing Maintenance Order In accordance with the terms and conditions of this Agreement STF shall provide Customer during the term of any Maintenance Order and with respect to the Equipment designated therein the following Maintenance Services

(a) Remedial maintenance services upon request by Customer in order to restore malfunctioning operating component parts of the Equipment to proper working order

(b) Regular maintenance to maintain Equipment in proper working order

(c) Priority response to Customer requests for remedial maintenance and/or service work over other types of STF service arrangements

(d) Consultation on Equipment requirements

2 Payment The charge for Maintenance Services shall be specified in a Maintenance Order The charges for Maintenance Services specified in a Maintenance

percentage increase in the U.S. Consumer Price Index. I Urban Consumers. STF reserves the right during each year of the term of each Maintenance Order to conduct an audit of the actual number of active ports on the Equipment and to adjust the charge for Maintenance Services specified in such Maintenance Order based on the actual number of active ports determined to be in service on the Equipment. All payments shall be due in advance for the period to which the payments relate immediately upon Customer's receipt of invoice therefor.

3 Remedial Maintenance Objectives STF's remedial maintenance response objectives are:

(a) With respect to a Major Malfunction (as defined) STF will use its best efforts to respond to Customer's request for service within two (2) but in no event more than four (4) hours from STF's receipt of Customer's telephone request for service; such response time to be calculated only during the hours of coverage contracted for by Customer on the applicable Maintenance Order.

(b) With respect to a Minor Malfunction (as defined) STF's policy is to respond to Customer's request for service during Business Hours within twenty four (24) hours from STF's receipt of Customer's telephone request for remedial maintenance and to complete such repairs as soon as reasonably practicable.

(c) Any service requested for Major Malfunctions outside the hours of coverage selected by Customer or for Minor Malfunctions outside Business Hours will be billed to Customer at the prevailing overtime hourly rate with a minimum four (4) hours service charge plus travel and mileage at the STF rates then in effect.

4 STF's Responsibility STF's responsibility with respect to the Maintenance Services shall be limited to either (i) Customer's side of interconnect devices connecting the Equipment to the telephone system operated by the local telephone utility or if no such interconnect devices exist then (ii) Customer's side of the point of connection between the Equipment and said local telephone system.

5 Customer's Responsibility Customer shall provide at all hours consistent with the requirements of this Agreement and any Orders hereunder reasonable access to such portions of its Premises and facilities as may be necessary for STF's performance.

6 Unauthorized Work Any maintenance service work or adds, moves, and changes performed on the Equipment by others during the period of any Maintenance Order without STF's prior written consent shall entitle STF to increase the price of Maintenance Services under the applicable Maintenance Order to recover any resulting increased costs of the Maintenance Services. In addition, Customer will be responsible for all consequential costs attributable to work performed by others.

7 Services Excluded Maintenance does not include any labor or material costs for or necessitated by any of the following:

(a) Labor and material costs of moves, additions, changes, and removals of or to the Equipment, specification or engineering changes, electrical work external to any item of Equipment, software program changes, or any operating supplies or accessories (ribbons, paper, batteries of any type, magnetic tapes or similar materials).

(b) Any adverse performance of the Equipment caused by or resulting from failure by the Equipment to handle date information before, during, and after January 1, 2000, whether such failure is inherent in the Equipment or caused by interconnection with other equipment or systems.

(c) Negligent or willful acts of Customer or any third party.

(d) Accident, casualty (including without limitation, fire and lightning damage), neglect, misuse, or any cause other than normal use in the manner described in the Equipment specifications and/or specified by STF.

(e) An act or event occurring external to the Equipment which directly or indirectly causes a failure or malfunction of the Equipment, including without limitation, failures or malfunctions of the trunk lines, toll lines, cables, or other equipment connecting the Equipment to the telecommunications system of the operating telephone utility, abnormal environmental conditions (e.g., water inundation), or power fluctuations or failures which adversely affect the Equipment.

(f) Repair or maintenance or increase in normal service time resulting from Customer's failure to provide a suitable Equipment environment as required in the Equipment specification or any other failure of Customer to fully perform its responsibilities under this Agreement or the applicable Maintenance Order.

(g) Any other acts or events that may adversely affect the Equipment's performance occasioned by acts of Customer or any third party or Customer's or any third party's use of the Equipment in combination with any other apparatus, device, or other system not supplied or approved as to such combined use by STF.

(h) Equipment replacement or the time and expense incurred to procure parts, modules, subassemblies, boards, components, software, and related materials when STF determines that, due to the Equipment's age or obsolescence, repair or replacement parts are not readily available or the Equipment is beyond repair.

8 No Warranties STF MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT, ITS CONDITION, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTERS.

9 Premature Termination of Orders

(a) Customer may terminate Maintenance Services contracted under a Maintenance Order, or portions thereof, subject to payment of a termination charge equal to the total net present value of the charges specified in the Maintenance Order that would have been paid but for the termination in the remaining months of the term of the Maintenance Order after the date of such termination. Customer shall also pay all charges accrued for Maintenance Services and T&M Work which have been rendered through the termination date.

(b) In the event STF terminates a Maintenance Order for a Customer Default as defined in Article IV, Section 8, Customer shall be liable for a termination charge calculated in accordance with Article III, Section 9(a) above. Customer shall also pay all charges accrued for Maintenance Services and T&M Work which have been rendered through the termination date.

10 Liquidated Damages Customer agrees that the termination charges specified in subsections 9(a) and 9(c) above shall constitute liquidated damages and not a penalty, since the precise amount of such damages cannot be determined in advance.

ARTICLE IV – GENERAL

1 Treatment of Orders as One Agreement For purposes of determining Customer credit and delinquencies, all billing accounts established under this Agreement shall be deemed one and the same account, even though separate account numbers may be assigned to different Customer locations.

2 Force Majeure STF shall not be liable or otherwise responsible for any nonperformance or delay in performance of any of its obligations under this Agreement and Orders during any period in which performance is prevented or hindered by any cause beyond STF's reasonable control, including without limitation, lightning strike and any other acts of God, fire, flood, and other weather conditions, war, embargo, refusal of any manufacturer to provide the necessary parts and/or technical support, unavailability of or delays in transportation, strikes, labor disturbances, explosions, riots, laws, rules, regulations, and orders of any governmental authority.

3 Taxes Customer shall pay any Federal, state, and local privilege, use, sales, or excise taxes and any and all surcharges imposed on or based upon the sale, installation, provision, or use of the services, equipment, or materials provided under this Agreement or any Order, except for taxes based on STF's net income or capital stock, which shall be borne by STF. Such taxes are not included in the rates and prices specified under this Agreement or any Order, except as specifically indicated in the applicable Order.

4 Limitation of Liability

(a) STF AND ITS EMPLOYEES AND AGENTS (INCLUDING SUBCONTRACTORS) SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, INCOME, REVENUE, OR GOODWILL, OR LOSS OF USE OF EQUIPMENT SERVICED, LEASED, OR SOLD UNDER THIS AGREEMENT OR ANY ORDER (WHETHER OR NOT SUCH DAMAGES WERE FORESEEN AT THE TIME THIS AGREEMENT OR ANY ORDER WAS MADE), THAT MAY BE SUSTAINED OR INCURRED IN CONNECTION WITH ANY EQUIPMENT OR SERVICES FURNISHED UNDER THIS AGREEMENT OR ANY ORDER(S) ACCEPTED HEREUNDER. THIS LIMITATION APPLIES TO CLAIMS FOUNDED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCTS LIABILITY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY OF LIABILITY.

(b) STF and its employees and agents (including subcontractors) shall not be liable for any defacement of or damage to the Premises or to the equipment of Customer or others which may result from furnishing, installing, or removing any services or equipment on such Premises, unless such defacement or damage is the result of negligence of STF or its employees or agents (including subcontractors).

(c) STF's liability for direct damages under any Maintenance Order, other than property damage or bodily injury, is limited to six (6) months' charges for Maintenance Services under such Maintenance Order.

(d) Customer indemnifies and holds harmless STF for any claims, actions, expenses, losses, damages, or liabilities for any property damage or bodily injury (including death) arising in connection with this Agreement or any Maintenance Order or the Maintenance Services provided under this Agreement or any Maintenance Order.

except to the extent that any such property damage or bodily injury results from the negligence of the Contractor or its subcontractors

(e) STF shall not be liable for any loss cost expenses damages resulting from unauthorized calls made using the Equipment
(f) Customer indemnifies and holds harmless STF from any claims actions expenses losses damages or expenses arising from allegations that the Equipment was used for illegal monitoring of calls or other illegal activities

5 **Health and Safety Compliance** STF and Customer will adhere to all applicable health and safety laws rules and regulations including the Occupational Safety and Health Administration's ("OSHA's") Rules and Regulations Customer agrees to pay the cost for the removal or remediation of any hazardous material (e.g. asbestos) or correction of any hazardous condition that affects STF's performance under this Agreement or any Order STF shall have the right to suspend all work until such hazards are removed or corrected STF shall not be liable for delays caused by such suspensions of work

6 **Cost of Collection** Customer shall be liable for any expenses incurred by STF in collecting any amount due under this Agreement and any Orders or in enforcing any obligation under this Agreement or any Orders including without limitation collection agency costs reasonable attorneys fees and court costs

7 **Assignment Subcontracting** This Agreement including any Order entered into hereunder is not assignable by Customer without STF's prior written consent which consent shall not be unreasonably withheld STF may assign this Agreement and Orders entered hereunder in whole or in part to an affiliate subsidiary joint venturer or third party into which STF is merged or which acquires substantially all STF's assets or control of STF and STF may freely subcontract any or all of the work hereunder provided that STF shall retain responsibility for the work subcontracted

8 **Default** If Customer fails to make any payment to STF promptly when due or if at any time Customer cannot give STF reasonable written assurance of its solvency or if Customer is named (whether voluntarily or involuntarily) as debtor in any proceeding brought under any bankruptcy laws (and such proceedings if involuntary are not set aside within 60 days) or if Customer shall assign all or a substantial portion of its assets for the benefit of creditors or if Customer breaches any other material provision of this Agreement or any Sales Order then upon ten (10) days written notice Customer shall be in default hereunder and all unpaid amounts shall at STF's option become immediately due and payable Upon Customer's default STF (a) shall have all the rights and remedies of an aggrieved Seller under the Uniform Commercial Code and any other laws including the right to any delinquent payments for which Customer remains fully liable (b) may immediately stop all work in progress under all Orders (c) may cease to perform warranty Maintenance Services and T&M Work under any and all Orders (d) may void the Warranty under all Sales Orders upon written notice to the Customer and (e) bill for Maintenance Services at then applicable time and materials rates and/or suspend all credit and perform on a cash-only basis Such remedies shall be cumulative and shall be in addition to any other remedies available at law or in equity As long as any part of the balance due under any Sales Order(s) remains outstanding title to the Equipment shall remain in STF's name All overdue amounts hereunder shall accrue interest at the highest legal rate from the date such amounts were due or at 1% per month whichever is lower

9 **STF Employees** Customer agrees that neither it nor any of its affiliates will employ or offer to employ solicit contract with or otherwise agree with any of STF's employees or representatives (including entities primarily owned by such employees or representatives) for the performance of maintenance service work or adds moves or changes on any equipment provided installed or serviced hereunder or any other services during the term of this Agreement, or term of any Order and for a period of one (1) year after this Agreement's or such Order's expiration or termination

10 **Conflicts** In case of any conflict between the terms of this Agreement and the terms of an accepted Order hereunder the terms of the Order shall control In case of any conflict between the terms of this Agreement and the terms of a purchase order or other order by Customer which has not been accepted in writing by STF the terms of this Agreement shall control

11 **Miscellaneous**

(a) No provision of this Agreement may be waived or modified except in a writing signed by Customer and STF

(b) If any term of this Agreement is held invalid or unenforceable by a court of competent jurisdiction the remainder of this Agreement shall not be affected and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law In such case a provision as close as possible to the parties intent in the invalid or unenforceable provision but which is valid and enforceable shall be substituted herein for the invalid or unenforceable provision

(c) This Agreement shall be construed in accordance with and governed by the laws of the State of Florida

(d) Each party represents that it has the power and authority to enter into this Agreement and any Orders entered hereunder and that this Agreement and the Orders to be entered hereunder contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior proposals, understandings, agreements and representations between them, written or oral, and is a binding obligation of each party

IN WITNESS WHEREOF Customer and STF have caused their duly authorized representatives to sign this Master Sales & Maintenance Agreement as of the dates indicated beneath their signatures below intending that it shall be binding upon their heirs estates successors and assigns

CUSTOMER AIR AROUND THE CLOCK

SHARED TECHNOLOGIES FAIRCHILD TELECOM, INC

BY Michael L. Curry
PRINTED NAME Michael L. Curry
TITLE Service Manager
FED TAX ID # OR SOC SEC # 65-0038022
DATE 12/13/01

BY _____
PRINTED NAME _____
TITLE _____
ACCEPTANCE DATE _____

Customer represents to STF that Orders may be executed on its behalf by any employee of Customer bearing the following title(s)

LESSEE

Around the Clock A/C Service Inc
 5337 Nob Hill Rd
 Sunrise FL 33351

VENDOR

Shared Technologies Fairchild Telecorn Inc
 2 University Plaza
 Hackensack NJ 07601

EQUIPMENT LOCATION (If different from billing address above) 5337 Nob Hill Rd Sunrise FL 33351


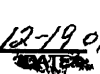
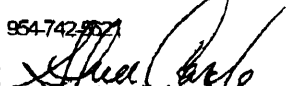
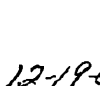
QUANTITY	DESCRIPTION Model No Catalog No , or other identification
See Exhibit A Attached Hereto and Made a Part Hereof	

SCHEDULE OF PAYMENTS DURING ORIGINAL TERM OF LEASE	
Number of Months 60	Monthly Payments 527.56 Plus Applicable Sales/Use Tax

ADVANCE RENTALS PAYABLE AT THE SIGNING OF LEASE	
\$ 1 055.12	Representing the first month and last 1 month's rent

GUARANTY	
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To induce Lessor to enter into the Lease proposed hereon, the undersigned (jointly and severally if more than one) unconditionally guarantees to Lessor the prompt payment when due of all Lessee's obligations to Lessor whether now existing or hereinafter incurred, including but not limited to those obligations under this Lease Lessor shall not be required to proceed against Lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all attorneys fees and other expenses incurred by Lessor by reason of default by the Lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modification of the Lease and any indulgences granted to Lessee, including, but not limited to the release and/or compromise of any obligations under or any collateral for the Lease. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the undersigned and the heirs administrators, representatives successors and assigns of the undersigned and may be enforced by or for the benefit of Lessor or any assignee or successor of Lessor. This guaranty is subject to the terms and conditions contained in Sections 17 through 22 inclusive of the Lease all of which are incorporated herein.

SIGNATURE X  12-19-01
 NO TITLE 
 RES ADDRESS 10982 NW 18 PL Plantation FL 33322
 HOME PHONE 954-742-9521
 SIGNATURE X  12-19-01
 NO TITLE 
 RES ADDRESS 250 SE 9 St Pompano Beach FL 33063
 HOME PHONE 954-783-0603

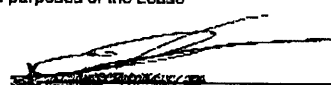
TERMS AND CONDITIONS	
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1. **LEASE, TERM, RENTAL.** Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the equipment described above (hereinafter with all replacement parts repairs additions and accessories incorporated therein and/or affixed thereto referred to as the "Equipment") on terms and conditions set forth above and below and continued on the reverse side hereon for the term indicated above commencing on the date (the "Commencement Date") that the Equipment is accepted by the Lessee and continuing thereafter until terminated as provided for herein. Unless otherwise provided herein, the monthly payments shall be payable on the corresponding day of each month thereafter in the amount stated above, until the total rent and all other obligations of Lessee shall have been paid in full. All payments of rent shall be made to the Lessor at its address or at such other place as Lessor may designate in writing. Lessee hereby authorizes Lessor to insert in this lease the serial numbers and other identification data of the Equipment when determined by Lessor. THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED ABOVE.

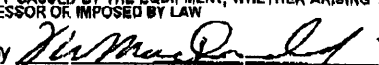
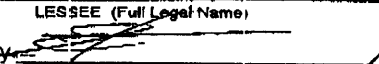
2. **PURCHASE AND ACCEPTANCE NO WARRANTIES.** Lessee requests Lessor to purchase the Equipment from the Vendor and arrange for delivery to Lessee at Lessee's expense. Lessor shall have no responsibility for delay or failure of Vendor to fill the order for the Equipment. THE LESSEE REPRESENTS THAT LESSEE HAS SELECTED THE EQUIPMENT LEASED HEREUNDER PRIOR TO HAVING REQUESTED THE LESSOR TO PURCHASE THE SAME FOR LEASING TO THE LESSEE AND THAT LESSEE HAS REVIEWED AND APPROVED THE PURCHASE ORDER OR AGREEMENT WITH RESPECT TO THE EQUIPMENT AND LESSEE AGREES THAT THE LESSOR HAS MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE DIRECTLY OR INDIRECTLY EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER INCLUDING THE SUITABILITY OF SUCH EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, AND/OR ITS QUALITY AND AS BETWEEN LESSEE AND LESSOR, AND LESSOR'S ASSIGNEE, LESSEE LEASES THE EQUIPMENT AS IS. LESSOR AND LESSOR'S ASSIGNEE SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OF OPERATION THEREOF OR THE REPAIRS SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR THE USE THEREOF IN VIOLATION OF THE RIGHTS OF ANY PARTY WHATSOEVER, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, NO REPRESENTATION OR WARRANTY AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE VENDOR SHALL BE BINDING ON THE LESSOR OR LESSOR'S ASSIGNS NOR SHALL THE BREACH OF SUCH RELIEVE LESSEE OF, OR IN ANY WAY AFFECT, ANY OF LESSEE'S OBLIGATIONS TO THE LESSOR OR LESSOR'S ASSIGNS AS SET FORTH HEREIN. LESSOR AND LESSOR'S ASSIGNS DISCLAIM AND SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT, WHETHER ARISING THROUGH THE NEGLIGENCE OF THE LESSOR OR IMPOSED BY LAW.

CERTIFICATE OF ACKNOWLEDGMENT AND ACCEPTANCE OF LEASED EQUIPMENT	
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Lessee hereby acknowledges receipt of the Equipment described in this Lease with Lessor (the "Equipment") and accepts the Equipment after full inspection thereof as satisfactory for all purposes of the Lease.

SIGNATURE 
 TITLE President

COMMENCEMENT DATE 12/26/01

SIGNATURE LESSOR By  12/26/01
 DATE
 TITLE President
 Around the Clock A/C Service Inc
 LESSEE (Full Legal Name)
 SIGNATURE LESSEE By  12-19-01
 DATE
 TITLE President

Refer to Page 2 of 2 for Terms and Conditions of Lease Agreement

EXHIBIT "B"

Lease payment will be due despite dissatisfaction with the Equipment for any reason. If the Equipment is not properly installed, does not operate as represented or warranted by the Vendor or is defective for any reason, Lessee shall make any claim on account thereof solely against the Vendor and hereby waives and releases any and all rights to new or hereafter "rent" any claim against Lessor concerning the Equipment and shall nevertheless pay Lessor all rent payable under the lease. Lessee agrees to assign to Lessor solely for the purpose of making and prosecuting any such claim any right it may have against the Vendor for breach of warranty or representations respecting the Equipment. Notwithstanding any act that may be paid to Vendor or any agent of Vendor, Lessee understands and agrees that neither the Vendor nor any agent of Vendor is an agent of Lessor and that neither the Vendor nor his agent is authorized to waive or alter any term or condition of this lease.

3 LESSOR TERMINATION BEFORE EQUIPMENT ACCEPTANCE If within 60 days from the date Lessor delivers the Equipment, same has not been delivered, installed and accepted by Lessee (in form satisfactory to Lessor) Lessor may on 10 days written notice to Lessee terminate this lease and its obligation to Lessee.

4 TITLE Lessor shall at all times retain title to the Equipment. All documents of title and evidences of delivery shall be delivered to Lessor. Lessee shall not change or remove any insignia or lettering which is on the Equipment at the time of delivery thereof, or which is thereafter placed thereon indicating Lessor's ownership thereof, and at any time during the lease term. Upon request of Lessor, Lessee shall attach to the Equipment in a prominent place a label, plates or other markings supplied by Lessor stating that the Equipment is owned by Lessor. Lessor is hereby authorized by Lessee, at Lessee's expense, to cause this lease, or any statement or other instrument in respect of this lease showing the interest of Lessor in the Equipment, including Uniform Commercial Code Financing Statement, to be filed or recorded and refiled and re-recorded. Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose and agrees to pay or reimburse Lessor for any filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Lessee shall at its expense protect and defend Lessor's title at all times keeping the Equipment free from all lien and claims whatsoever except for the one created by or arising through Lessor and shall give Lessor immediate written notice thereof and shall indemnify Lessor for any loss caused thereby. Lessee shall repair and deliver to Lessor upon Lessor's request such further instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder and Lessee authorizes Lessor to file any such instrument including but not limited to any Uniform Commercial Code Financing Statement(s) without Lessee's signature and if the signature of Lessee is required thereon Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to execute and file any such statement or other instrument in the name and on behalf of Lessee. Unless otherwise agreed in writing, Lessee shall have no right to purchase or otherwise acquire title to or ownership of any of the Equipment. Without modifying or limiting the foregoing or derogating from the intention of the parties, that the transaction herein shall constitute a lease and not a financing of the Equipment by Lessor, if any court of competent jurisdiction shall hold that the transaction contemplated herein do constitute a financing and not a lease of the Equipment by Lessor, then Lessor has a first lien security interest in the Equipment as of the date hereof to secure the obligations of Lessee. Its successors and assigns hereunder and Lessor shall have all rights and remedies of a secured party under the Uniform Commercial Code as adopted in Florida and any other applicable jurisdiction.

5 CARE AND USE OF EQUIPMENT Lessee shall maintain the Equipment in good operating condition, repair and appearance and protect the same from deterioration, other than normal wear and tear, shall use the Equipment in the regular course of business only within its normal capacity without abuse and in a manner contemplated by the Vendor, shall comply with the laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the Equipment, shall not make any modification, alteration, or addition to the Equipment (other than normal operating accessories or controls which shall, when added to the Equipment, become the property of the Lessor) without the prior written consent of Lessor, which shall not be unreasonably withheld, shall not so affix the Equipment to realty as to change its nature to real property or fixture and agrees that the Equipment shall remain personal property at all times regardless of how attached or installed; shall keep the Equipment at the location shown above and shall not remove the Equipment without the consent of Lessor, which shall not be unreasonably withheld. Lessor shall have the right during normal hours upon reasonable prior notice to the Lessee and subject to applicable laws and regulations, to enter upon the premises where the Equipment is located in order to inspect, observe or remove the Equipment or otherwise protect Lessor's interest.

6 NET LEASE TAXES Lessee intends the rental payments hereunder to be net to Lessor and Lessee shall pay all sales, use, excise, personal property, stamp, documentary, ad valorem and other taxes, license and registration fees, assessment, fines, penalties and other charges imposed on the ownership, possession or use of the Equipment during the term of the Lease, shall pay all taxes (except Federal and State net income taxes imposed on Lessor) with respect to this Lease and the rental payments hereunder and shall reimburse Lessor upon demand for any taxes paid by or advanced by Lessor. Lessee shall file all returns required by law as Lessor and furnish copies to Lessor.

7 INDEMNITY Lessee shall and does hereby agree to indemnify and save Lessor, its agents, servants, successors and assigns, harmless against and from any and all liability, damages or loss, including reasonable counsel fees arising out of the ownership, selection, possession, leasing, rental operation (regardless of where, how and by whom operated), control, use, condition (including but not limited to tort and other defects whether or not discoverable by Lessee), maintenance, delivery and return of the Equipment. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding termination of this lease.

8 INSURANCE Lessee shall keep the Equipment insured against all risks of loss or damage from every cause what ever in amounts determined by Lessor provided that in no event shall such insurance be less than the less amount set forth in Section 9(b) herein below. The amount of such insurance shall be sufficient so that neither the Lessor nor Lessee will be considered a co-insurer. Lessee also shall carry public liability insurance, personal injury and property damage covering the Equipment. All such insurance shall provide that lessee if any shall be payable to Lessor and all such liability insurance shall include Lessor as named insured and require that the insurer give Lessor at least ten (10) days written notice prior to cancellation thereof. All such policies shall provide that such insurance shall not be canceled or modified as against Lessor due to any act or neglect on the part of Lessee. Lessee shall pay the premiums for such insurance and deliver to Lessor satisfactory evidence of the insurance coverage required hereunder. The proceeds of such insurance payable as a result of loss or damage to any item of the Equipment shall be applied to satisfy Lessee's obligations as set forth in Paragraph 9 below. Lessee hereby irrevocably appoints Lessor as Lessor's attorney-in-fact to make claim for recovery payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage to any such insurance policy.

9 RISK OF LOSS Lessee hereby assumes the entire risk of loss, damage or destruction of the Equipment from any and every cause whatsoever during the term of this lease and thereafter until redelivery to Lessor. In the event of loss, damage or destruction of any item of Equipment, Lessor at its expense (except to the extent of any proceeds of insurance provided by Lessee which shall have been received by Lessor as a result of such loss, damage or destruction) and at Lessor's option, may either (a) repair such item returning it to its previous condition, unless damaged beyond repair, or (b) pay Lessor, or all accrued and unpaid rental payments, late charges and interest plus an amount (the "Loss Amount") equal to (i) the net present value of all rental payments to become due during the remaining term of this lease discounted at a rate of 8% per annum plus (ii) the amount of any purchase option or obligation with respect to the Equipment or if there is no such option or obligation, (iii) the fair market value of the Equipment, as estimated by Lessor in its sole reasonable discretion, (iv) replace such item with a like item acceptable to Lessor in good condition and of equivalent value, which shall become property of Lessor, included within the term "Equipment" as used herein and leased from Lessor hereafter for the balance of the full term of the Lease.

10 PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATION In the event Lessee fails to comply with any provision of the Lease, Lessor shall have the right but shall not be obligated to effect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all moneys expended by and all expenses of Lessor in effecting such compliance shall be deemed to be additional rental and shall be paid by Lessee at the time of the next monthly payment of rent.

11 DEFAULT If any one of the following events (each an event of default) shall occur, then to the extent permitted by applicable law, Lessor shall have the right to exercise any one or more of the remedies set forth in Paragraph 12 below: (a) Lessee fails to pay any rental or any other payment hereunder when due and such failure continues for five (5) days; or (b) Lessee or any guarantor becomes insolvent or makes an assignment for the benefit of creditors; or (c) a receiver is appointed.

consent or as liquidator of Lessee or any of all or a substantial part of its assets is appointed with or without the application or consent of Lessee or any of its guarantors; or (d) a petition is filed by or against Lessee or any guarantor under the Bankruptcy Code or any amendment thereof and under any other insolvency law or laws providing for the relief of debtors; or (e) Lessee fails to pay when due any obligation to Lessor arising independently of this Lease and which failure continues for ten (10) days; or (f) Lessee breaches any other covenant, warranty or agreement hereunder and such breach continues for ten (10) days after written notice thereof.

12 REMEDIES If an event of default shall occur as described in sub-paragraphs (a) through (e) in Paragraph 11 hereabove, Lessor may at its option, at any time (a) declare immediately due and payable and recover from Lessee, as liquidated damages for the loss of a bargain and not as a penalty, an amount equal to all accrued and unpaid rental payments, late charges and interest plus the Loss Amount as set forth in Section 9(b) hereabove; (b) without demand or legal process enter into the premises where the Equipment may be found and take possession of and remove the Equipment without liability for such taking; Lessor may hold, sell or otherwise dispose of any such Equipment at a private or public sale. In the event Lessor takes possession of the Equipment, Lessee shall give Lessee credit for any sums received by Lessor from the sale or rental of the Equipment after deduction of the expenses of sale or rental. Lessee shall also be liable for and shall pay to Lessor (a) all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies including all collection expenses, all expenses of repossessing, storing, shipping, repairing and selling the Equipment; and (b) reasonable attorney's fees and court costs. Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired lease term and owing to such difficulty agree that the provisions of the paragraph represent an agreed measure of damages and are not to be deemed a forfeiture or penalty.

All remedies of Lessor hereunder are cumulative and in addition to any other remedies provided for by law and may to the extent permitted by law be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right to remedy shall operate as a waiver thereof or modify the terms of the Lease.

13 LATE CHARGES Whenever any payment is not made by Lessee on time when due hereunder, Lessee agrees to pay to Lessor not less than one month thereafter an amount equal to 10% of the full scheduled payment, but only to the extent allowed by law. Such amount shall be payable in addition to all amounts payable by Lessee as a result of exercise of any of the remedies herein provided.

14 ASSIGNMENT NOTICE OF INTENDED ASSIGNMENT Lessor may without Lessee's consent assign or transfer this Lease or any Equipment, rent or other sums due or to become due hereunder and in such event Lessor's assignee or transferee shall have the rights, powers, privilege and remedies of Lessor hereunder. Lessee hereby acknowledges notice of Lessor's intended assignment of Lessor's interest in this Lease, and upon such assignment, Lessee agrees not to assert as against Lessor or its assignee any defense, setoff, recoupment claim or counterclaim that it may have against Lessor whether arising under the lease transaction or otherwise. LESSEE SHALL NOT ASSIGN THIS LEASE OR THE EQUIPMENT OR ANY INTEREST HEREUNDER AND SHALL NOT ENTER INTO ANY SUBLEASE WITH RESPECT TO THE EQUIPMENT COVERED HEREBY WITHOUT LESSOR'S PRIOR WRITTEN CONSENT AND IF LESSOR SHALL PERMIT ANY SUCH ASSIGNMENT BY LESSEE, THE ASSIGNEE SHALL ASSUME LESSEE'S OBLIGATIONS HEREUNDER IN WRITING IN FORM AND SUBSTANCE SATISFACTORY TO LESSOR BUT NO SUCH ASSIGNMENT SHALL RELEASE LESSEE FROM ANY OF LESSEE'S OBLIGATIONS HEREUNDER.

15 RETURN OF PROPERTY Upon the termination or expiration of this Lease or any extension thereof, the Lessee shall forthwith deliver, transport, present the Equipment to the Lessor at an address designated by Lessor, complete and in good order and condition, reasonable wear and tear alone excepted. The Lessee shall also pay to the Lessor such sum as may be necessary to cover replacement for all damaged, broken or missing part of the Equipment. If upon such expiration or termination the Lessee does not immediately return the Equipment to the Lessor, the Equipment shall continue to be held and leased hereunder and the Lessee shall thereupon be extended indefinitely as to the term at the same monthly rental subject to the right of either the Lessee or the Lessor to terminate the Lease upon thirty (30) day written notice whereupon the Lessee shall forth with deliver the Equipment to the Lessor as set forth in this Paragraph.

16 EFFECTIVE DATE The Lease shall become valid when executed and accepted by Lessor. Notice of Lessor's acceptance of this Lease being hereby waives the Lessee.

17 GOVERNING LAW AS USED IN THIS PARAGRAPH (17), "APPLICABLE JURISDICTION" MEANS THE STATE AS THE SAME MAY CHANGE FROM TIME TO TIME, WHERE THE HOLDER OF THE LESSOR'S INTEREST IN THIS LEASE MAINTAINS ITS PRINCIPAL OFFICE RESPONSIBLE FOR ADMINISTERING THIS LEASE. THIS LEASE AND ANY GUARANTY HEREOF SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE APPLICABLE JURISDICTION APPLICABLE TO LEASE AND GUARANTY AGREEMENTS RESPECTIVELY MADE AND TO BE FULLY PERFORMED IN THE APPLICABLE JURISDICTION.

18 CHOICE OF FORUM FOR RESOLUTION OF DISPUTES AS USED IN THIS PARAGRAPH (18) "APPLICABLE JURISDICTION" MEANS THE COUNTY WITHIN THE STATE, AS THE SAME MAY CHANGE FROM TIME TO TIME, WHERE THE HOLDER OF THE LESSOR'S INTEREST IN THIS LEASE MAINTAINS ITS PRINCIPAL OFFICE RESPONSIBLE FOR ADMINISTERING THIS LEASE. ALL ACTIONS, PROCEEDINGS OR LITIGATION BROUGHT BY LESSOR OR LESSEE OR ANY GUARANTOR SHALL BE INSTITUTED AND PROSECUTED IN THE APPLICABLE JURISDICTION. THE PARTIES ACKNOWLEDGE THEIR AGREEMENT THAT THE STATE COURTS SITTING IN THE APPLICABLE JURISDICTION SHALL BE THE EXCLUSIVE FORUM FOR ALL ACTIONS, PROCEEDINGS OR LITIGATION BETWEEN OR AMONG THE PARTIES NOTWITHSTANDING THAT OTHER COURTS MAY HAVE JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER.

19 WAIVER OF JURY TRIAL LESSEE AND ANY GUARANTOR WAIVE INsofar AS PERMITTED BY LAW TRIAL BY JURY IN ANY ACTION, PROCEEDING OR LITIGATION BETWEEN OR AMONG LESSOR, LESSEE OR ANY GUARANTOR.

20 NO SUBROGATION Lessee, Lessor and any guarantor agree that no guarantor shall have any right or subrogation to any right of Lessor in the Equipment or the Lease or against the Lessee and that any such right of subrogation that may exist, as well as any right of indemnity against Lessee for any obligation when may be performed by guarantor with respect to this Lease, is hereby waived and released.

21 SUBORDINATION All indebtedness, now existing or hereafter arising between Lessee and any guarantor is hereby subordinated to all present and future obligations of Lessee or any guarantor to Lessor, including but not limited to the Lease obligations, and no payment shall be made or accepted on any such indebtedness due Lessee or any guarantor until all such obligations to Lessor are paid and satisfied in full.

22 SURVIVAL OF GUARANTY OBLIGATIONS All obligations of any guarantor shall remain enforceable notwithstanding that the Lease or any obligations performed or to be performed hereunder may be void or voidable against Lessee or any of Lessee's creditors, including but not limited to a trustee in bankruptcy by reason of any fact or circumstance.

23 MISCELLANEOUS THIS LEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE ALTERED, AMENDED, MODIFIED, TERMINATED OR OTHERWISE CHANGED INCLUDING BY PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS EXCEPT BY A WRITING SIGNED BY AN EXECUTIVE OFFICER OF THE LESSOR. LESSEE CERTIFIES THAT NO SUCH ORAL AGREEMENTS EXIST. LESSOR AND LESSEE INTEND THIS TO BE VALID AND SUBSISTING LEGAL DOCUMENT AND AGREE THAT NO PROVISION OF THIS LEASE WHICH MAY BE DEEMED UNENFORCEABLE SHALL IN ANY WAY INVALIDATE ANY OTHER PROVISION OR PROVISIONS OF THIS LEASE, ALL OF WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. ANY NOTICE INTENDED TO BE SERVED HEREUNDER SHALL BE DEEMED SUFFICIENTLY SENT IF SENT BY REGULAR MAIL, POSTAGE PREPAID, ADDRESSED TO THE PARTY AT THE ADDRESSES CONTAINED HEREON. THIS LEASE SHALL BE BINDING UPON THE PARTIES, THEIR SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS.

SIGNATURE
LESSEE

By



12-19-01
DATE

TITLE

President

QTY	DESCRIPTION
1	BUSINESS COMMUNICATIONS MANAGER COMMUNICATIONS PLATFORM, 0 TRUNKS, 0 STATION PORTS, V 90 MODEM AUTO ATTENDANT, INTEGRATED QOS ROUTING WITH LAN AND NA WAN WITH CSU/DSU INTERFACES AND 110/120V POWER SUPPLIES
1	BUSINESS COMMUNICATIONS MANGER CALL CENTER BASIC
1	BUSINESS COMMUNICATIONS MANAGER 16-SEAT SILVER SOFWTARE AUTHORIZATION CODE BUNDLE
1	BUSINESS COMMUNICATIONS MANAGER V 35 WAN INTERFACE CABLE
15	T7208 TLEPHONE SET - CHARCOAL
2	T7100 TELEPHONE SET - CHARCOAL
1	BUSINESS COMMUNICATIONS MANAGE DIGITAL TRUNK MEDIA BAY MODULE
1	BUSINESS COMMUNICATIONS MANAGER 8 ANALOG TRUNK MEDIA BAY MODULE
1	BUSINESS COMMUNICATIONS MANAGER 32 DIGITAL STATION MEDIA BAY MODULE
7	M7310 TELEPHONE
7	BUSY LAMP FIELD
1	150FT STANDARD CABLE RUN
1	SURGE PROTECTOR
2	ONEAC PROTECTOR FOR T1 TRUNK, RJ-48 STYLE
1	ONEAC 600VA UPS 400
7	ANALOG STATION ADAPTERS
1	MISC MATERIALS

This EXHIBIT "A" is attached to and made a part of Lease No 0031500 and constitutes a true and accurate description of the equipment

LESSEE **Around the Clock A/C Service, Inc**

By: 

Eric Pereira

Title: 

President

Date: 12-19-01

**ADDENDUM
MANDATORY PURCHASE AGREEMENT**

WHEREAS Unicyn Funding Group, Inc ("Lessor"), may have for sale the property ("Equipment") described under the Lease Agreement No 0031500 dated 12/19/01

WHEREAS Around the Clock A/C Service, Inc (Buyer) desires to acquire by, title to the Equipment , and

WHEREAS the parties hereto desire to reduce to writing the conditions under which Buyer will purchase the Equipment and to fix the time and price to such purchase

NOW THEREFORE, the parties hereto, in consideration of the premises and covenants hereinafter contained, agree as follows

1 Buyer hereby irrevocably agrees to purchase the Equipment upon the expiration of the Lease at a Price of \$ 2,610 40 plus any applicable taxes, filing and documentation costs

In the event the Lease is terminated in accordance with its terms, Buyer agrees to pay lessor the Purchase Price in addition to all other amounts payable to Lessor as a result of said termination

2 A demand for purchase of the Equipment may be made by Lessor or its successors and assigns at any time after the expiration of the Lease in which event the effective date for Purchase of the Equipment shall be the first (1st) day of the month after such demand or such other date as may be mutually agreed upon between Lessor or its successors and assigns and Buyer **THE EQUIPMENT SHALL BE SOLD TO BUYER AND POSSESSION MADE AVAILABLE TO BUYER "AS IS", IT BEING EXPRESSLY UNDERSTOOD THAT LESSOR AND ITS SUCCESSORS AND ASSIGNS MAKE NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR ANY PARTICULAR OR OTHER PURPOSE, MERCHANTABILITY, OR PATENT INFRINGEMENT NOTWITHSTANDING THE FOREGOING, LESSOR OR ITS SUCCESSORS AND ASSIGNS REPRESENT AND WARRANT THAT IT OR THEY HAVE GOOD AND MERCHANTABLE TITLES TO THE EQUIPMENT AND CAN CONVEY SAME TO BUYER, FREE AND CLEAR OF ANY SUPERIOR LIEN OR ENCUMBRANCE BUYER IS LIABLE FOR ANY TAXES PAYABLE AS A RESULT OF THIS SALE OF EQUIPMENT**

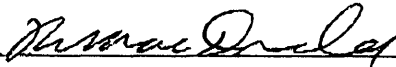
IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day month and year indicated below


Accepted and Agreed to

Accepted and Agreed to

Unicyn Funding Group, Inc
Lessor

Around the Clock A/C Service, Inc
Buyer

By 




Name Fred MacDonald

Name Eric Pereira

Title President

Title President

Date 12/26/01

 12-19-01

DELIVERY GUARANTEE

Addendum to Lease # 0031500 dated 12/19/01 between Unicyn Funding Group, Inc as "Lessor" and Around the Clock A/C Service, Inc as "Lessee" Lessee understands and agrees that in the event the Lessee is not satisfied with the working condition of the equipment that Lessee shall only look to persons other than Lessor or its assigns such as the manufacturer, vendor, installer, or carrier and shall not assert against Lessor or its assigns any claim or defense that Lessee may have with reference to the Equipment, its installation, or delivery **Lessee understands that despite the fact that certain items of Equipment to be leased have not been delivered or installed, this Addendum authorizes Lessor to start the Lease and Lessee's duty to make monthly payments will commence immediately Further, Lessee authorizes Lessor to pay.**

Shared Technologies Fairchild Telecom, Inc (Vendor)

for the equipment and understands that payments shall begin on the same date the Lessee executes this agreement and shall be continuous thereafter per the terms of the Lease

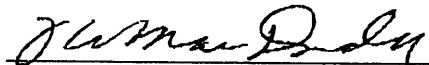
50 Percent will be paid to Vendor upon execution of this agreement

50 Percent will be paid to Vendor upon final verification by Lessee after completion of delivery and installation

FAXED AND COPIED DOCUMENTS. The parties intend and agree that a carbon copy photocopy or facsimile of this document and the signature thereon shall be treated as an original and shall be deemed to be as binding, valid, genuine and authentic as an original-signature document for all purposes, including all matters of evidence and the "best evidence" rules

Unicyn Funding Group, Inc

Lessor



Signature

President

12/26/01

Date

Around the Clock A/C Service, Inc

Lessee



President



President

12/19/01

Date

a money-back guarantee for a year?

In a word, *confidence*.

Since Nortel Networks is a world-class communications company, we're understandably confident. After more than 100 years in communications, Nortel Networks is the world's largest supplier of high-quality PBX and key system equipment, and our quality and reliability are well renowned in the industry. Our networking systems carry more than 75 percent of the backbone Internet traffic in North America. Nortel Networks is one of the few companies capable of combining data and telephony in a single, powerful network.

It's easy to see why we're so confident. And so are our customers. For example, there's FedEx, who uses more than 300 Meridian 1 PBXs to handle their internal and international customer service calls because of Meridian's reliability and single software stream. And, there's the venerable New York Stock Exchange, which uses our routers, hubs, and network management applications to support an infrastructure that trades more than 500 million shares worth more than \$22 billion every day.

Now that's confidence.

DEBTOR SHARED TECHNOLOGIES FIARCHILD TELECOM, INC
U S BANKRUPTCY - SOUTHERN DISTRICT OF NEW YORK
CASE NO 01-13108
CLAIMANT AIR AROUND THE CLOCK AC SERVICE, INC

PROOF OF CLAIM NARRATIVE

Claimant's claim is based on cancellation of a purchase and return of monies paid. The claim is for fraud in the inducement in the sale of a telephone system by the debtor to Claimant. Debtor made the following representations, a) that the phone equipment was of high quality, and had an extremely low failure rate, b) that the Company/Debtor had an excellent service network, and would be able to provide service for the phones by trained technicians in a very short period of time, c) That no digital telephone system offered on the market had a line appearance feature, and d) that the phones were easy to program. Claimant relied on such representations, which were false or recklessly made without regard to their truth or falsity, and purchased the system, financing the purchase with Unicyn Funding Group, Inc.

In fact the phones were not high quality, there were no knowledgeable technicians to repair in a reasonable time, other phones offered line appearance features, and phones could only be programmed by a specially trained technician. Claimant sued for the return of their money. Attached is the Complaint, with following Exhibits:

Composite A - Shared Technologies Master Sales and Maintenance Agreement and Sales Order
Exhibit B - Unicyn Funding Group Lease for funding for the purchase

AIR Around Clock
Shared Tech

AFFIDAVIT OF SERVICE

December 23, 2002

SHERIFFS NUMBER **Law 202295**
TYPE OF SERVICE

DEFENDANT 1 OF 1

BERGEN COUNTY SHERIFF DEPT
Martha

I, JOEL G TRELLA, SHERIFF OF BERGEN COUNTY, DO HEREBY DEPUTIZE
AND APPOINT TO BE MY DEPUTY, TO EXECUTE AND RETURN THE WRIT ACCORDING TO LAW.

ATTORNEY
FRANK WOLLAND
12865 W DIXIE HWY
N MIAMI, FL 33161

CHECK # 10434 AMOUNT \$ 32 80

CONTROL # 13039-1

COURT DATA

COURT CIRCUIT
DOCKET 02022914

STATE FL

COUNTY OF VENUE BROWARD

CAPTION OF CASE

AIR AROUND THE CLOCK AC SERVICE INC ET ALS
VS
SHARED TECHNOLOGIES FAIRCHILD TELECOM INC (SF)

NAMED WITHIN TO BE SERVICE

NAME SHARED TECHNOLOGIES FAIRCHILD TELECOM INC OFFICER,
DIRECTOR, GEN. MGR OR AGENT OF COMPANY
ADDRESS 2 UNIVERSITY PLAZA 6TH FLOOR
CITY, STATE, ZIP HACKENSACK, NJ 07601

PAPERS SERVED

SUMMONS AND COMPLAINT

SERVICE DATA RECORDED

[X] SERVED [] UNABLE TO SERVE (1) DATE 12/27/02
ATTEMPTS 1 (2) TIME [] [] []

REMARKS

PERSON SERVED

Jim Meringer

[] COPY PERSONALLY DELIVERED [X] MANAGING or GENERAL AGENT, PARTNER
[] COPY LEFT WITH [X] REGISTERED AGENT
[] COMPETENT HOUSEHOLD MEMBER OVER 14 YRS OF AGE RESIDING THEREIN [] AGENT AUTHORIZED TO ACCEPT
[] OFFICER [] DIRECTOR, TRUSTEE

[] IS IN THE MILITARY [X] NOT IN THE MILITARY
SEX [X] MALE [] FEMALE
SKIN [X] WHITE [] BLACK [] YELLOW [] BROWN [] RED
HEIGHT [] UNDER 5 FEET [] 50-56 FT [X] 57-60 FT [] OVER 6 FT
WEIGHT [] UNDER 100 LBS [] 100-150 LBS [X] 151-200 LBS [] OVER 200 LBS
HAIR [] BLACK [] BROWN [] BLOND [X] GRAY [] RED [] WHITE [] BALDING
AGE [] 14-20 [] 21-35 [] 36-50 [X] 51-65 [] OVER 65

SWORN AND SUBSCRIBED TO BEFORE ME
THIS 8 DAY OF Jan 2003

Swan McGovern

DEPUTY SHERIFF OF BERGEN COUNTY
STATE OF NEW JERSEY

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO

AIR AROUND THE CLOCK
AC SERVICE, INC , a Florida
corporation,

Plaintiff,

vs

SHARED TECHNOLOGIES
FAIRCHILD TELECOM, INC ,
(SF), a Delaware corporation,

Defendant

_____ /

COMPLAINT

Comes now the Plaintiff and brings this action against the Defendant and
states

1 This is a action in equity for cancellation for fraud in the inducement,
and is within the jurisdiction of the Court

2 Plaintiff Air Around the Clock AC Service, Inc is a Florida
corporation doing business in Broward County, Florida

3 Defendant Shared Technologies Fairchild Telecom, Inc (SF) is a
Delaware corporation doing business throughout the United States, including

Froward County, Florida

4 On or about November , 2002 Plaintiff, through its duly authorized representatives, contacted Defendant with regard to the purchase of a telephone system

5 Defendant made the following representations to Plaintiff

a That the phone equipment was of high quality, and had an extremely low failure ratio,

b That the Company (SF) had an excellent service network, and would be able to provide service for the phones by trained technicians in a very short period of time

c That no digital telephone system offered on the market had a line appearance feature

d That the phones were easy to program

6 Plaintiff relied upon Defendant's representations, which were false, and known to be false when they were made, or in the alternative, were recklessly made without regard to their truth or falsity

7 In fact, the phones were not of high quality, and had an unacceptable failure ratio, IF was not able to secure technicians who were knowledgeable in order to repair the phones or the phone system in a reasonable time after it was

obvious that repairs were needed, other phone systems did in fact offer a line appearance feature, and the phones and phone system were difficult to program, and in fact could only be programmed by technicians who had received specialized training

8 As a direct and probable cause of the fraudulent representations set forth above Plaintiff was induced to purchase a phone system from Shared Technologies Fairchild Telecom, which system was financed from Unicyn Funding Group, Inc , a Florida corporation A copy of the Shared Technologies Master Sales and Maintenance Agreement and Sales Order is attached as Composite Exhibit A, and a copy of the Unicyn Funding Group Lease is attached as Exhibit B

9 After installation of the phone system on Plaintiff's business premises, it became obvious that the system did not operate as represented, and in fact Defendant learned that another telephone system provider i e Samsung offered a line appearance feature This fact was very material , as the line appearance feature enables Plaintiff's employees to avoid picking up other lines when customers are on hold, avoids confusion, saves time, and is a very cost effective asset to the phone system

10 Upon discovering that the Defendant's representations were false the

Defendants contacted Plaintiff and attempted to have the phone system switched or modified so that it would provide the line appearance, and repaired so that the problems with the defective phones and programing could be corrected

11 Defendant was unable to correct the problems, and Plaintiff thereafter requested that the Defendant take the phone system back, in keeping with what Plaintiff believed was a money back guaranty

12 In fact, Plaintiff believed that a money back guaranty was in effect with regard to all phone systems of the Defendant, a copy of Defendant's advertising promotion stating "a money back guaranty for a year" is attached as Exhibit C

13 In fact the Defendant's promotion and representation that it provides a "money back guaranty for a year" for its equipment is not true


14 Defendant desires to cancel the agreement based upon fraud in the inducement and misrepresentation, and desires to return the phone system, which has been boxed and unused since immediately after its installation

Wherefore Plaintiff respectfully prays that the Court will grant rescission and cancellation with regard to that certain sales order in the sum of \$26,104 00 attached as Exhibit A, together with cancellation and rescission of Master Sales

and Maintenance Agreement, and Equipment Lease Financing provided in connection with that Agreement (Exhibit **B**), together with such other and further relief as the Court deems just

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By



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