

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK PROOF OF CLAIM

Name of Debtor SHARED TECHNOLOGIES ALLEGIANCE INC Case Number 03 13108

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 (The person or other entity to whom the debtor owes money or property) LEXINGTON INSURANCE COMPANY as subrogee of GOLDMAN SACHS (see attached Exhibit D)
Name and address where notices should be sent Tammy J Judge Esq Bayport Plaza Suite 1100 6200 Courtney Campbell Causeway Tampa FL 33617 Telephone number 813 281 1900

THIS SPACE IS FOR COURT USE ONLY
RECD DEC 16 2003

Account or other number by which creditor identifies debtor 0160 0206089 and 0160 0206091
Check here [ ] replaces if this claim [ ] amends a previously filed claim, dated

1 Basis for Claim
[ ] Goods sold [ ] Retiree benefits as defined in 11 U.S.C. § 1114(a)
[ ] Services performed [ ] Wages salaries and compensation (fill out below)
Your SS # \_\_\_\_\_
Unpaid compensation for services performed from \_\_\_\_\_ to \_\_\_\_\_ (date) (date)
[ ] Money loaned
[ ] Personal injury/wrongful death
[ ] Taxes
[X] Other Subrogation Claim for failure to install

2 Date debt was incurred 7/7/2000 and 7/26/2000

3 If court judgment, date obtained N/A

4 Total Amount of Claim at Time Case Filed \$ 343,240.84 (unsecured, contingent, unliquidated, disputed)
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 additional charges. See Attached Exhibit B.

5 Secured Claim
15 Check this box if your claim is secured by collateral (including a right of setoff)
8 Brief Description of Collateral
[ ] Real Estate [ ] Motor Vehicle
[ ] Other \_\_\_\_\_
Value of Collateral \$ \_\_\_\_\_
Amount of arrearage and other charges at time case filed included in secured claim if any \$ \_\_\_\_\_

6 Unsecured Priority Claim
[ ] Check this box if you have an unsecured priority claim
Amount entitled to priority \$ \_\_\_\_\_
Specify the priority of the claim
[ ] Wages Salaries or commissions (up to \$4,300) \* 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)
[ ] Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4)
Up to \$1,950\* of deposits toward purchase lease or rental of property or services for personal family or household use - 11 U.S.C. § 507(a)(6)
[ ] Alimony maintenance or support owed to a spouse former spouse or child - 11 U.S.C. § 507(a)(7)
[ ] Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)
[ ] Other Specify applicable paragraph of 11 U.S.C. § 507(a)( )
\*Amounts are subject to adjustment on 4/1/01 and every 5 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 documents are not available, explain. If the documents are voluminous attach a summary
9 Date - Stamped Copy To receive an acknowledgement of the filing of your claim enclose a stamped, self-addressed envelope and copy of this proof of claim

Allegiance Claim
02612
DEC - 4 2003
CLAIMS PROCESSING CENTER
USRC SDNY

Date \_\_\_\_\_ 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)

In re Shared Technologies Allegiance, Inc (Case No 03-13108)  
Exhibit A

This Proof of Claim is filed as a duplicate to a Proof of Claim filed in re WorldCom, Inc , Case No 02-13533, also in the Southern District of New York. This duplication exists due to the creditor's uncertainty where Proof of Claim should be submitted. Specifically, creditor's claim exists against Shared Technologies Fairchild Telecom, Inc. Creditor believes Shared Technologies is an indirect subsidiary of WorldCom, Inc. However, Creditor is listed as an unsecured creditor in re WorldCom, Inc. Accordingly, a duplicate claim shall be filed in both proceedings to preserve creditor's claim.

In re Shared Technologies Allegiance, Inc (Case No 01-13108)  
 Exhibit B

	DoL 7/7/2000	DoL 7/26/2000	
Pre-judgment interest*	\$ 161,158 97	\$ 90,000 00	\$ 251,158 97
2000	10 00% \$ 7,815 11	\$ 3,895 89	
2001	11 00% \$ 17,727 49	\$ 9,900 00	
2002	9 00% \$ 14,504 31	\$ 8,100 00	
2003	6 00% \$ 9,669 54	\$ 5,400 00	
2004	6 00% \$ 9,669 54	\$ 5,400 00	
	\$ 59,385 98	\$ 32,695 89	\$ 92,081 87
<b>Total Damages + pre-judgment interest</b>			<b>\$ 343,240 84</b>

\*Calculated with an estimated trial date of 12/31/2004

**GOLDMAN SACHS D/B/A KNIGHT'S KROSSING  
DAMAGES ANALYSIS**

Telephone Equipment

(Invoiced by Shared Technology Inv No 155777)

Labor	\$ 16,297 50
Materials	289,929 23
Sales Tax (6%)	<u>18,913 60</u>


Total Telephone Equipment	\$334,140 33
Less Warranty	(100,000 00)

Fire Control Repair

(Invoiced by Town & Country Fire and Burglars, Inc No 246)

36,389 56

<b>Total Loss</b>	<b>\$270,529 89</b>
-------------------	---------------------

<b>COLLEGE PARK COMMUNITIES</b>		Property Name <u>CP Knight's Crossing</u>	DOCUMENT #
College Park Knight's Crossing		Property #	
12101 Knight's Crossing		GL Code #	Description <u>PBX</u> Amount \$ <u>515,190.00</u>
Orlando, FL 328			<u>Installation</u> <u>ITV # 30,911.40</u>
407-282-4100			
		Total must include tax. If this is a PO use Total for anticipated final cost for this Phase. Utilize internal space for calculations.	TOTAL \$ <u>546,101.40</u>

**MULTI-PURPOSE ACCOUNTING FORM (Check Only One)**

<input checked="" type="checkbox"/> Contract (SC)	<input type="checkbox"/> Back Charge (BC) # _____
<input type="checkbox"/> Change Order (SCO) Change# _____	<input type="checkbox"/> Proposed Owner Change Order (POCO) # _____
<input type="checkbox"/> Purchase Order (Materials Only) (PO)	<input type="checkbox"/> Owner Change Order (OCO) # _____
<input type="checkbox"/> Check Request (CR)	<input type="checkbox"/> Budget Changes
<input type="checkbox"/> Reimbursable Expense (RE)	<input type="checkbox"/> Other

<b>VENDOR / CLIENT INFORMATION</b>		Phone # <u>781-832-2902</u>
Company <u>Shared Technologies Fairchild</u>		Fax # <u>781-821-8571</u>
Contact <u>Don Ciarelli</u>		Fed Tax ID #
Address <u>75 Dedman St</u>		License #
<u>Coxton, MA 02021</u>		Certificate of Insurance #

**DESCRIPTION**

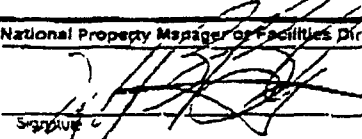
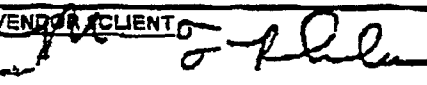
This contract is for the purpose of a Nortel Meridian 1 Option 81C Redundant PBX with Meridian MAIL EC and 7 (seven) year extended Service Plan as described herein and in the College Park Terms and Conditions, (Addendum A - 2 pages) and the Shared Technologies Fairchild Sales Agreement (Addendum B - 3 pages)

Payment Terms: 5% - upon execution of sales  
 20% - upon customer receipt of equipment  
 65% - 5 (five) days prior to installation completion  
 10% - 30 (thirty) days following system activation and residents first use

Shared Technologies Fairchild will refund the full amount of the 5% deposit to College Park Knight's Crossing, upon receipt of an equal amount from College Park Knight's Crossing designated lessor.

In the event of conflicts between documents - this agreement takes precedence followed by the College Park Knight's Crossing Terms and Conditions (Addendum A) followed by the Shared Technologies Fairchild Sales Agreement

Shared Technologies Fairchild shall complete system installation entirely by July 15, 1999.

National Property Manager or Facilities Director or Regional Manager	Accepted With Exhibits	VENDOR / CLIENT
 4-30-99	A Subcontract Terms B Specifications C Plans and Specifications List D Schedule	 ROBERT F. PHELAN Title _____ Date _____

**INTERNAL USE**

VICE PRESIDENT & GENERAL MANAGER

4/30/99

ADDENDUM A

COLLEGE PARK - KNIGHT'S CROSSING TERMS AND CONDITIONS

SWITCH & VIOCEMAIL INSTALLATION

- I Shared Technologies Fairchild will be responsible for installation of a and expansion of Northern Telecom PBX and Voicemail System at College Park - Knight's Crossing in Orlando, FL
- II Shared Technologies will be required to meet all requirements submitted by SHARED TECHNOLOGIES FAIRCHILD in the proposal. Any deviation from the submittal must be explained in writing and must meet the specifications and standards of the original submittal.
- III SHARED TECHNOLOGIES FAIRCHILD will submit a project timeline for the entire scope of work submitted from the time the contract is signed through the installation and cutover of the equipment. This timeline must include major milestones and must run 30 days beyond cutover of the system.
- IV College Park - Knight's Crossing has 30 days after cutover to officially accept the proposed system. Acceptance includes complete system installation, system fully functional, programmed properly and being used at its maximum capacity. Any moves, adds, changes or adjustments within the 30 day period must be done as part of the original proposal.
- V SHARED TECHNOLOGIES FAIRCHILD will provide College park - Knight's Crossing with all the appropriate documentation such as As-Built Drawings, System configuration and any testing documentation performed for this system installation. SHARED TECHNOLOGIES FAIRCHILD will review with and submit to the College Park - Knight's Crossing / Campuslink Project Manager all programming and routing tables configured in the switch for both administrative and residential stations. This information must be presented to Campuslink before final payment will be authorized.
- VI SHARED TECHNOLOGIES FAIRCHILD will meet all scheduled due dates mutually agreed upon with the College Park - Knight's Crossing / Campuslink Project Manager and the Customer Contact. Any failure to meet such due dates will be cause for penalty.
- VII SHARED TECHNOLOGIES FAIRCHILD will submit in writing to the College Park - Knight's Crossing / Campuslink Project Manager any necessary change orders that may be needed during the installation process. The change order must go through an approval process and signed off by College Park - Knight's Crossing before being implemented. During this process the proper party to be billed will be identified and they will also have to sign off on the approval.
- VIII SHARED TECHNOLOGIES FAIRCHILD will provide on-site supervision of all employees and that supervisor will also be the primary point of contact between College park - Knight's Crossing and the Campuslink designated project manager. Any and all communication between SHARED TECHNOLOGIES FAIRCHILD and the customer will be done through the College Park - Knight's Crossing / Campuslink Project Manager.
- IX A representative from SHARED TECHNOLOGIES FAIRCHILD will be designated to attend weekly project meetings conducted by the College Park - Knight's Crossing / Campuslink Project Manager and the customer. That person will be responsible for relaying any information back to his or her company. The same person will be responsible for bringing forward any issues or problems related to the project.

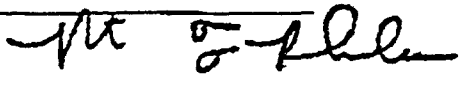
- X SHARED TECHNOLOGIES FAIRCHILD will be responsible to install the proposed equipment to meet and or exceed the industry standards Said equipment and Labor will be performed with the utmost professionalism Shared Technologies employees will wear company shirts and photo identification at all times while on the College Park - Knight's Crossing premises
- XI College Park - Knight's Crossing will not be responsible for the cost of any overtime related to the installation of the proposed system unless authorized due to a change order
- XII SHARED TECHNOLOGIES FAIRCHILD will provide College Park - Knight's Crossing with a one year warranty on the installation and labor provided in the proposal. SHARED TECHNOLOGIES FAIRCHILD will also provide College Park - Knight's Crossing with the manufacturer's warranty on all hardware provided in the in this proposal
- XIII SHARED TECHNOLOGIES FAIRCHILD will service and maintain the installed systems for the full year within the industry standards for normal and emergency response times
- XIV SHARED TECHNOLOGIES FAIRCHILD will provide training and one PBX manufacturer's certification course to an individual designated by College Park - Knight's Crossing
- XV SHARED TECHNOLOGIES will provide training, support and assistance to the on-site technician as designated by College Park - Knight's Crossing from installation through the one year of maintenance SHARED TECHNOLOGIES will also teach the College Park technician how to program and perform moves adds and changes on the PBX and Voicemail systems

Price \_\_\_\_\_

I hereby agree to the above terms and conditions in Addendum A and the terms and conditions associated with College Park - Knight's Crossing agreement.

Authorized Signature  
Shared Technologies Fairchild

Authorized Signature  
College Park - Knight's Crossing

\_\_\_\_\_  
  
 \_\_\_\_\_  
 Signature ROBERT F. PHELAN  
 \_\_\_\_\_  
 TITLE PRESIDENT & GENERAL MANAGER  
 2/20/99

\_\_\_\_\_  
 name \_\_\_\_\_  
 \_\_\_\_\_  
 title \_\_\_\_\_  
 \_\_\_\_\_  
 signature \_\_\_\_\_  
 4/31/99  
 \_\_\_\_\_  
 date

In re Shared Technologies Allegiance, Inc (Case No 03-13108)  
Exhibit D

Full name of creditor (The person or other entity to whom the debtor owes money or property)

*Lexington Insurance Company as subrogee of Goldman Sachs, a Delaware General Partnership, as General Partner for W9/KL Real Estate Limited Partnership, a Delaware Limited Partnership and W9/KAB Real Estate Limited Partnership a Delaware Limited Partnership **and** Goldman Sachs, a Delaware General Partnership as General Partner for W9/KL Real Estate Limited Partnership, a Delaware Limited Partnership and W9/KAB Real Estate Limited Partnership, a Delaware Limited Partnership*