

EXHIBIT “A”

SUBLEASE

THIS SUBLEASE (this "Sublease") is dated for reference purposes as of April 6, 2004, and is made by and between Shared Technologies Allegiance, Inc., a Delaware Corporation ("Subtenant") and Parago, Inc., a Delaware corporation ("Sublandlord").

R E C I T A L S:

This Sublease is made with reference to the following facts:

A. Pursuant to that certain Lease (the "Master Lease") dated September 30, 1998 by and between Coppell Business Center II, Ltd., a Texas limited partnership (the "Master Landlord"), as successor-in-interest to Lincoln CBC II, Ltd., a Texas limited partnership, as landlord, and Sublandlord, as successor-in-interest to How2.com Inc. who was, in turn, successor-in-interest to Forward Freight, Inc., as amended, Sublandlord leases approximately 32,760 rentable square feet of space in Suite 100 (the "Master Premises") in that certain office / warehouse building commonly known as 1405 South Belt Line Road, Coppell, Texas (the "Building"), which Master Premises is more particularly described in the Master Lease. A true and correct copy of the Master Lease is attached hereto as Exhibit A.

B. Subtenant wishes to sublease a portion of the Master Premises consisting of approximately 24,760 rentable square feet of the Master Premises as further defined on Exhibit B attached hereto (the "Subleased Premises") from Sublandlord, and Sublandlord wishes to sublease the Subleased Premises to Subtenant on the terms and conditions contained herein.

C. On May 14, 2003, Allegiance Telecom, Inc. and its direct and indirect subsidiaries, including Subtenant, each filed voluntary petitions for reorganization pursuant to Chapter 11 of Title 11 of the United States Code with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") and Allegiance and Subtenant are currently operating their businesses and managing their property as debtors-in-possession.

Accordingly, in consideration of the mutual promises contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Subleased Premises: Subject to the condition precedent contained in Section 9, below, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises on the terms and conditions contained herein. All capitalized terms in this Sublease shall have the meaning ascribed to them in the Master Lease unless otherwise defined herein. Sublandlord and Subtenant agree that for all purposes under this Sublease, the Subleased Premises contain 24,760 square feet of rentable area as defined on Exhibit B attached hereto, unless modified pursuant to Section 2.2 hereof. Subtenant agrees to install and maintain, within seven (7) days of the Sublease Commencement Date, at its sole cost and expense, and in accordance with the terms of the Master Lease, a chain link fence in the Building in the location specified on Exhibit B, which fence is intended to separate the space therein that comprises a portion of the Subleased Premises from Sublandlord's remaining space

in the Building, and shall remove such chain link fence immediately prior to the expiration of the Sublease Term as defined below (or Sublease Extension, as defined below, if applicable).

2. Term:

2.1 Term: The term of this Sublease (the "Sublease Term") shall commence on May 1, 2004 (the "Sublease Commencement Date"), provided that Master Landlord has consented to this Sublease. The Sublease Term shall end, without notice, on May 31, 2005 (the "Sublease Expiration Date"), unless this Sublease is sooner terminated pursuant to its terms or unless the Master Lease is sooner terminated pursuant to its terms or unless Subtenant exercises its option to extend the term as described in Section 2.2 below.

2.2 Option to Extend: Provided Subtenant is not in default of the Sublease and is otherwise in good standing with Sublandlord and Master Landlord, Subtenant shall have the option to request to renew this lease for an additional twenty-four (24) month period ("Sublease Extension") by providing Subtenant written notification of its desire to extend by September 15, 2004. Sublandlord shall grant or deny such request within fifteen (15) calendar days. Furthermore, should Subtenant request such extension, and Sublandlord grant such request, Sublandlord shall also sublease to Subtenant the balance of the Master Premises for a total of 32,760 rentable square feet under the rental structure outlined in Section 3.1, in which case the "Subleased Premises" would be re-defined to include all of the Master Premises as further defined in the Master Lease.

3. Rent:

3.1 Base Rent: Beginning on the Sublease Commencement Date, Subtenant shall pay to Sublandlord as rent ("Base Rent") for the Subleased Premises the following amounts:

Commencement Date through May 31, 2004:	Rent Free
June 1, 2004 through May 31, 2005:	\$12,380 (\$6.00 / square foot)
In the event of Sublease Extension as described in Section 2.2:	
June 1, 2005 through May 31, 2007:	\$17,472 (\$6.40 / square foot)

3.2 Payment of First Month's Rent: On the execution hereof, Subtenant shall pay to Sublandlord the sum of Twelve Thousand Three Hundred Eighty Dollars (\$12,380), which amount shall be applied to the installment of Base Rent for June 2004.

3.3 Operating Expenses: Subtenant shall pay, as additional rent, Subtenant's Proportionate Share (as defined in the Master Lease as "Tenant's Proportionate Share") of Operating Expenses. Base Rent and Operating Expenses shall be payable in twelve equal monthly installments. Each monthly installment of rent shall be paid in advance on or before the first (1st) day of each month during the Sublease Term hereof beginning on June 1, 2004.

3.4 Payments of Rent: Rent shall be payable without notice, demand deduction, offset or abatement, in lawful money of the United States of America. Rent shall be paid as of the Sublease Commencement Date directly to Sublandlord at:

Parago, Inc.
Attn: Accounts Receivable
700 State Highway 121 Bypass, Suite 200
Lewisville, TX 75067

or at such other address as may be designated in writing by Sublandlord.

4. Master Lease:

4.1 Incorporation of Master Lease: The terms, conditions and respective obligations of Sublandlord and Subtenant to each other under this Sublease shall be the terms of the Master Lease, except as modified in this Section 4, or as otherwise set forth in this Sublease, and except that: (a) wherever in the Master Lease the word "Tenant" appears, for the purposes of this Sublease, the word "Subtenant" shall be substituted; (b) wherever in the Master Lease the word "Lease" appears, for the purposes of this Sublease, the word "Sublease" shall be substituted; (c) wherever in the Master Lease the word "Landlord" appears, for the purposes of this Sublease, the word "Sublandlord" shall be substituted, except as otherwise set forth in this Sublease; (d) wherever in the Master Lease the word "Premises" appears, for purposes of this Sublease, the word "Subleased Premises" shall be substituted (except that all of the foregoing are further subject to the modifications in Section 4.4 below). Subtenant hereby acknowledges that it has read and is familiar with the terms of the Master Lease and agrees that this Sublease is for all purposes subordinate and subject to the Master Lease and that the termination of the Master Lease for any reason shall likewise terminate this Sublease without liability to Sublandlord or Master Landlord.

4.2 Time Allowances; Consents: With respect to any obligation of Subtenant to be performed under this Sublease, wherever the Master Lease grants to Sublandlord a specified number of days to perform its obligations under the Master Lease, except as otherwise provided herein, Subtenant shall have the same number of days to perform the obligation, including, without limitation, curing any defaults.

4.3 Master Lease Deletions: With respect to the rights and obligations of Sublandlord and Subtenant under this Sublease, all provisions of the Master Lease are included, except for the following provisions which are deleted and are not operative as between Sublandlord and Subtenant: Exhibits B and E to Master Lease; Sections 10, 13 and 14 of the Fifth Amendment to Master Lease Agreement, dated March, 2000; and any provisions requiring construction or similar allowances or concessions by Landlord.

4.4 Master Lease Modification: With respect to the rights and obligations of Sublandlord and Subtenant under this Sublease, the sections of the Master Lease which are operative as between Sublandlord and Subtenant are modified as follows:

(a) Should the Subleased Premises, any other part of the Master Premises, the Building or any other property be damaged or destroyed by any cause, in whole or in part, or taken in whole or in part by any governmental authority in condemnation or otherwise, Sublandlord shall have no obligation whatsoever to rebuild, repair or restore any of same. In any of such events: (i) this Sublease shall remain in effect so long as the Master Lease remains in effect; (ii) Rent hereunder shall be abated as between Sublandlord and Subtenant in the same manner, if any, as rent is abated under the Master Lease; (iii) this Sublease shall terminate if and when the Master Lease is terminated; and (iv) Sublandlord shall have no obligations or liability whatsoever as a result of Master Landlord's failure to rebuild or otherwise comply with the requirements of the Master Lease. Sublandlord shall have no obligation or responsibility to enforce its right (if any) to so terminate the Master Lease or to abate rent under the Master Lease, and shall in no event be required to make a claim against, file a suit against, or pursue any other right or remedy against Master Landlord should Master Landlord refuse to so terminate the Master Lease or abate rent under the Master Lease. Subtenant shall indemnify, protect, defend and hold Sublandlord harmless from and against any and all claims, actions, expenses, costs, or demands which arise from or are in any way connected with any action or claim brought by Subtenant against Master Landlord for any refusal to terminate the Master Lease or abate rent in connection with any damage, destruction or condemnation. The foregoing indemnity shall survive the expiration or sooner termination of this Sublease. Sublandlord shall have no obligation, under the Master Lease or this Sublease, to repair, maintain, refurbish or make replacement for the Subleased Premises, whether or not arising out of fire, other casualty, or in connection with the need for normal maintenance and repair. Subtenant shall look solely to Master Landlord for all such repairs;

(b) With the exception of the obligation to pay the Base Rent and Operating Expenses described in the Master Lease, Subtenant hereby covenants and agrees to comply with and perform all obligations of Sublandlord under the Master Lease relating to the Subleased Premises, including, without limitation, all repair obligations, all insurance obligations, all obligations to pay utility charges and taxes, all indemnification obligations of Sublandlord thereunder, and any liability accruing from Subtenant's failure to pay the same when due thereunder, except as set forth to the contrary in this Sublease. Subtenant agrees that whenever the consent of Master Landlord is required under the terms of the Master Lease with respect to any action, Subtenant shall obtain the consent of Sublandlord and of Master Landlord prior to taking such action and that Sublandlord shall, in no event, be liable to Subtenant for any liability, loss or damages whatsoever in the event Master Landlord should fail to give its consent. Subtenant and Sublandlord each hereby covenants and agrees to promptly deliver to the other party copies of any and all notices or other correspondence received by such party from Master Landlord that might affect such party in any manner if the notice or other correspondence does not show on its face that the other party is also receiving the notice or correspondence and further agrees, notwithstanding Section 16.7 below to the contrary, to so deliver same in the manner most appropriate to insure that such party will be able to respond to any of such notices or other correspondence from the Master Landlord within any time periods set forth in the Master Lease. Notwithstanding any other provisions in this Sublease, the services or utilities to which Subtenant is entitled hereunder are those to which Sublandlord is entitled under the Master Lease. Sublandlord is not responsible for providing any services or utilities to Subtenant and Subtenant shall look solely to Master Landlord for all such services or utilities. Failure by Master Landlord to furnish all or any portion of any of the services or utilities under the Master

Lease, or any cessation in the furnishing of any services or utilities shall not render Sublandlord liable to Subtenant in any respect for damages to either persons or property, not be construed as an eviction by Sublandlord, nor work an abatement of rent, nor relieve Subtenant from fulfillment of any covenant or agreement in this Sublease. In no event shall Sublandlord be liable to Subtenant for any liability, loss, or damage whatsoever in the event that Master Landlord should fail to perform its obligations under the Master Lease, nor in such event shall Subtenant be entitled to withhold the payment of Rent or terminate this Sublease. Except as may otherwise be expressly provided herein, Sublandlord shall have no obligations to Subtenant with respect to the Subleased Premises or the Building or any of Master Landlord's obligations under the Master Lease including without limitation, any repair, restoration, janitorial or maintenance obligations;

(c) Subtenant agrees that, prior to exercising any rights incorporated herein from Section 11 of the Fifth Amendment to Master Lease Agreement, Subtenant will first remove, at its sole cost, expense and risk of loss, that signage previously installed by Sublandlord pursuant to its rights under Section 11 of the Fifth Amendment to Master Lease Agreement; and

(d) Subtenant agrees to relocate, within seven (7) days of the Sublease Commencement Date, at its sole cost, expense and risk of loss, and in accordance with the terms of the Master Lease, the existing cage area in the Premises (as identified on Exhibit B), so that such area is located within the Premises but outside the Subleased Premises. So long as Subtenant does not commit, cause or permit to be incurred an Event of Default, then upon the Sublease Expiration Date, Sublandlord shall transfer and assign to Subtenant, pursuant to bill of sale (in the form attached hereto as Exhibit C), "as is, where is" and without any warranty, express or implied, the personal property listed on Exhibit C attached hereto (the "Personal Property"), in consideration for the payment of One Dollar (\$1) at such time of transfer.

4.5 Use; Surrender: Subtenant shall use the Subleased Premises only for those uses permitted under the Master Lease, and in no event for any use prohibited or restricted by the Master Lease or by law. Subtenant shall not commit or permit to be committed on the Subleased Premises any act or omissions which shall violate any term or condition of the Master Lease. Without limitation of the foregoing, Subtenant agrees not to commit or allow any waste or damage to be committed on any portion of the Subleased Premises or the Building, and at the expiration or sooner termination of this Sublease, to deliver up the Subleased Premises to Sublandlord in the same condition as such Subleased Premises existed at the date of occupancy of the Subleased Premises by Subtenant including, without limitation, the removal of any improvements but excluding ordinary wear and tear excepted and otherwise in the condition required by the Master Lease.

5. Sublandlord's Right to Cure Defaults: If Subtenant fails to pay any sum of money to Sublandlord, or fails to perform any other act on its part to be performed hereunder, then Sublandlord may, but shall not be obligated to, after passage of any applicable notice and cure periods, make such payment or perform such act. All such sums paid, and all reasonable costs and expenses of performing any such act, shall be deemed Rent payable by Subtenant to Sublandlord upon demand, together with interest thereon at the rate equal to the lesser of (i) ten percent (10%) per annum or (ii) the highest amount permitted under applicable law ("Interest Rate"), from the date of the expenditure until repaid.

6. Security Deposit: Upon execution of this Sublease, Subtenant shall deposit with Sublandlord the sum of Sixteen Thousand Five Hundred Six Dollars (\$16,506) as a security deposit (the "Security Deposit"). If Subtenant fails to pay Rent or any other charges when due under this Sublease, or fails to perform any of its other obligations hereunder, Sublandlord may use the necessary portion of the Security Deposit for the payment of any Rent or any other amount then due hereunder and unpaid, for the payment of any other sum for which Sublandlord may become obligated by reason of Subtenant's default or breach, or for any loss or damage sustained by Sublandlord as a result of Subtenant's default or breach. If Sublandlord so uses any portion of the Security Deposit, Subtenant shall restore the Security Deposit to the full amount originally deposited within ten (10) days after Sublandlord's written demand therefor. Sublandlord shall not be required to keep the Security Deposit separate from its general accounts, and shall have no obligation or liability for payment of interest on the Security Deposit.

7. Broker: Sublandlord and Subtenant each represent to the other that they have dealt with no real estate brokers other than The Staubach Company (representing Sublandlord) and Technical Real Estate, LLC (representing Subtenant). Each party agrees to hold the other party harmless from and against all claims for brokerage commissions, finder's fees or other compensation made by any other agent, broker, salesman or finder as a consequence of said party's actions or dealings with such agent, broker, salesman, or finder.

8. Authority to Execute: Subtenant and Sublandlord each represent and warrant to the other that each person executing this Sublease on behalf of each party is duly authorized to execute and deliver this Sublease on behalf of that party.

9. Condition Precedent: This Sublease and Sublandlord's and Subtenant's obligations hereunder are not effective until and unless the written consent of Master Landlord is obtained to the Sublease. If the consent of Master Landlord is not obtained on or before the thirty-first (31st) day after Sublandlord's submission of this Sublease to Master Landlord, this Sublease shall be void and of no force or effect, and neither Sublandlord nor Subtenant shall have any rights against or obligations to the other under this Sublease except those obligations expressly stated in this Sublease to survive Sublease termination. Sublandlord shall have no obligation to take any action or expend any sums in order to obtain Master Landlord's consent, and shall have no liability for failure of Master Landlord to provide consent.

10. As-Is; No Warranties: Sublandlord has made no representations or warranties of any kind, whether express or implied, as to the condition of the Subleased Premises, the Building or the Personal Property or the suitability of the Subleased Premises for Subtenant's activities. Subtenant acknowledges that prior to signing this Sublease, it has had the opportunity to inspect and research the Subleased Premises and the Building and the Personal Property and to contact Master Landlord in order to independently satisfy itself as to the condition of same including, without limitation, the presence or absence of Hazardous Substances. Subtenant enters and agrees to use the Subleased Premises and the Personal Property at its own risk, "AS IS", and subject to any defects (whether patent or latent, known or unknown). Subtenant waives, and Sublandlord disclaims, all warranties with respect to the Subleased Premises and the Building and the Personal Property, whether express or implied, and Subtenant assumes the risk that its inspections and inquiry of the Master Landlord did not

reveal adverse or unexpected conditions. Subtenant acknowledges that Sublandlord has no obligation to modify, improve or otherwise prepare the Subleased Premises for Subtenant's occupancy or use. Sublandlord shall not be liable to Subtenant or Subtenant's employees, agents, contractors, licensees or invitees for any damage to person or property resulting from any act, omission or condition of, or related to, the Subleased Premises, the Building or the Personal Property. Subtenant, for itself and its agents, employees, servants, and invitees, expressly assumes all risks of damage to persons and property, either proximate or remote, by reason of the present or future condition of the Subleased Premises, the Building or any complex of which it is a part, or component thereof. Subtenant agrees that it will indemnify, defend and hold Sublandlord harmless from and against all liability, loss, cost, damage or expense, including without limitation attorney's fees and costs and any liability Sublandlord may have to Master Landlord, arising out of or related to any act or omission of Subtenant, or any of Subtenant's agents, employees, servants or invitees. Sublandlord shall not be responsible or liable for any violation or default by Master Landlord under the Master Lease (regarding utilities, services, repairs or otherwise) or for the acts or omissions of any tenant of the Building.

11. Sublease and Assignment: Subtenant shall not assign, pledge, encumber or otherwise transfer any interest in this Sublease, sublet all or any part of the Subleased Premises, transfer any interest of Subtenant therein, or permit any use of the Subleased Premises by any other party (collectively, "Transfer"), without the prior written consent of Sublandlord and Master Landlord, which may be withheld in their respective sole and absolute discretion. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. Any Transfer without such consent shall be void and, at the option of Sublandlord, shall terminate this Sublease. Sublandlord's waiver or consent to any assignment or subletting shall be ineffective unless expressly set forth in writing, and Subtenant shall not be relieved from any of its obligations under this Sublease unless the consent expressly so provides.

12. Parking: While this Sublease remains in effect, Subtenant shall have the right to use ninety-nine (99) parking spaces in the parking areas serving the Subleased Premises on an unassigned basis under the terms of the Master Lease. If the Sublease Extension is exercised, then Subtenant shall have the right to use one hundred and twenty (120) parking spaces.

13. Holdover: Subtenant has no right to retain possession of the Subleased Premises or any part thereof beyond the expiration or sooner termination of this Sublease. If Subtenant remains in possession of the Subleased Premises or any part thereof after the expiration or sooner termination of this Sublease, such occupancy shall be a tenancy-at-sufferance with rent equal to 200% of the Base Rent and Operating Expenses most recently in effect, with all other sums comprising Rent hereunder being likewise due and payable during such tenancy, and otherwise subject to all the provisions of this Sublease. Nothing contained herein shall be construed as consent by Sublandlord to any holding over by Subtenant or as a limitation of Subtenant's rights and remedies should Subtenant hold over. Subtenant shall indemnify, defend, protect and hold harmless Sublandlord from and against all losses, costs, claims, liabilities and damages resulting from Subtenant's failure to surrender the Subleased Premises on or before the expiration or sooner termination of this Sublease in the condition required by the terms of this Sublease (including, without limitation, any liability or damages

sustained by Sublandlord as a result of a holdover of the Subleased Premises by Sublandlord occasioned by the holdover of the Subleased Premises by Subtenant). The foregoing indemnity shall survive the expiration or sooner termination of this Sublease.

14. Subtenant's Insurance: Subtenant shall maintain at its expense at all times while this Sublease remains in effect a policy or policies of insurance with coverages, limits and other characteristics consistent with the terms of the Master Lease. Sublandlord, Master Landlord and Master Landlord's partners and employees shall be named as additional insureds on such policy, and Subtenant shall provide Sublandlord with satisfactory evidence of such policy or policies upon request by Sublandlord.

15. Miscellaneous:

15.1 Entire Sublease; Amendment: This Sublease (which includes all exhibits hereto) embodies the entire Sublease and understanding between the parties relating to the subject matter hereof, and all prior negotiations, agreements and understandings, oral or written, are hereby revoked, cancelled and rescinded and are all merged herein and superseded hereby. Any amendment to this Sublease, including, without limitation, any oral modification supported by new consideration, must be reduced to writing and signed by both parties in order to be effective.

15.2 Counterparts; Waiver: This Sublease may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Any waiver of the performance of any covenant, condition or promise by either party, in order to be effective, must be in a writing signed by the party who has allegedly waived the covenant, condition or promise in question.

15.3 Severability: Should any part, term or provision of this Sublease or any document required herein to be executed or delivered be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

15.4 Interpretation: The neuter gender includes the feminine and masculine, and vice-versa, and the singular number includes the plural. The word "person" includes, in addition to any natural person, a corporation, partnership, firm, trust, association, governmental body or other entity. Whether expressly stated or not in this Sublease, any indemnification, release, waiver, hold harmless, covenant to protect or covenant to defend made in this Sublease by Subtenant in favor of the Sublandlord shall benefit not only such other party but each and all of its officers, directors, agents, employees, successors and assigns. The captions of the sections of this Sublease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, or aid in the interpretation, construction or meaning of the provisions of this Sublease.

15.5 Attorneys' Fees: In the event that any suit in law or equity, arbitration or other formal proceeding is instituted by either party to enforce or interpret any part of this Sublease, or to recover damages for breach thereof, the prevailing party shall be entitled to recover costs of suit incurred therein, and to also recover as an element of such costs (or as

damages, only if not allowed as costs), a reasonable attorney fee to be fixed by the presiding tribunal. No sum of attorney fees shall be included in any computation of the amount of judgment or award for purposes of determining whether a party is entitled to recover costs of attorney fees.

15.6 Notice: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and served personally, sent by certified first-class mail, return receipt requested or sent by a commercial overnight courier service (e.g. FedEx). Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below:

If to Subtenant:

(prior to the Commencement Date:)
9201 N. Central Expressway
Dallas, Texas 75231
Attention: Legal

(after the Commencement Date:)
1405 South Belt Line Road
Coppell, Texas 75019
Attn: President

If to Sublandlord:

Parago, Inc.
700 State Highway 121 Bypass
Suite 200
Lewisville, Texas 75067
Attn: Legal Department

Either party may change its address by notifying the other party of the change of address. Notices shall be effective when received or refused, as evidenced by return receipt or courier's receipt slip.

15.7 Rules and Regulations. Subtenant shall comply with all present and future rules and regulations issued by Master Landlord in connection with the Master Lease.

15.8 Limitation of Liability: No personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforceable against, Sublandlord's or Subtenant's respective directors, officers, employees, consultants or advisors on account of this Sublease or on account of any covenant, undertaking or agreement of Sublandlord or Subtenant contained in this Sublease.

15.9 Successors and Assigns: This Sublease shall be binding upon and inure to the benefit of the parties hereto and the respective successor and permitted assigns in accordance with the terms of this Sublease.

IN WITNESS WHEREOF, the parties have executed this Sublease as of the day and year first above written.

SUBTENANT: Shared Technologies Allegiance, Inc., a Delaware Corporation

By: _____
Print Name: Anthony Parella
Its: President

SUBLANDLORD: Parago, Inc.,
a Delaware corporation

By: _____
Print Name: Juli C. Spottiswood
Its: Chief Financial Officer

Final Draft

EXHIBIT A

Master Lease

Final Draft

EXHIBIT B

Subleased Premises

Final Draft

EXHIBIT C

Bill of Sale

KNOW ALL MEN BY THESE PRESENTS, that Parago, Inc., a Delaware corporation ("Seller") in consideration of One and 00/00 Dollars (\$1.00), the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer, quit claim and set over unto Shared Technologies Allegiance, Inc., a Delaware corporation ("Purchaser") all furniture, furnishings, fixtures, equipment and other personal property set forth on Addendum A attached hereto and made a part hereof (the "Personal Property") located at, on and about the real estate commonly known as 1405 South Belt Line Road, Coppell, Texas (the "Subleased Premises").

TO HAVE AND TO HOLD the Personal Property unto Purchaser and Purchaser's heirs, legal representatives, successors and assigns forever.

ALL WARRANTIES OF QUALITY OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED. THE PERSONAL PROPERTY SOLD HEREUNDER IS SOLD IN "AS IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY BY SELLER.

IN WITNESS WHEREOF, Seller has signed this Bill of Sale at _____,
_____ this _____ day of _____, 200__.

SELLER:

Parago, Inc., a Delaware corporation

By: _____

Name: _____

Its: _____

Final

ADDENDUM A

PERSONAL PROPERTY

Final Draft