

United States Bankruptcy Court  
District of New York  
City of NEW YORK

PROOF OF CLAIM

Case Number

03-13057-RDD

In re (Debtor) SSN or Tax ID 467-37-3283  
**JUMP POINT COMMUNICATIONS**

Case Number 03-13057-RDD  
Chapter 11  
Creditor ID

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. Sec. 503

Name of Creditor  
(The person or other entity to whom the debtor owes the money or property)  
**ADVANTA BUSINESS LEASING**

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars

SSN or TAX ID of Claimant

Check box if you never received any notices from the bankruptcy court in this case

Name and Address Where Notices Should be Sent

**ADVANTA BUSINESS LEASING**  
c/o The Creditor's Rights & Bankruptcy Department  
A Division of Phillips & Cohen Associates, Ltd.  
695 Rancocas Road, Suite 101  
Westampton, NJ 08060  
Telephone Number 609-518-9000

Account or other number by which creditor identifies debtor  
052 0272231 001

Check here if this claim  replaces  amends a previously filed claim, dated

1 BASIS FOR CLAIM	Itemized Charges	Secured	Unsecured
<input type="checkbox"/> Goods Sold	PRIN	\$554.26	\$0.00
<input type="checkbox"/> Services performed	PRE PET	\$0.00	\$0.00
<input type="checkbox"/> Money loaned	LATE CHG	\$0.00	\$0.00
<input type="checkbox"/> Personal injury/wrongful death	COST	\$0.00	\$0.00
<input type="checkbox"/> Taxed	POST PET	\$0.00	\$0.00
<input checked="" type="checkbox"/> Other (Describe Briefly) <b>EQUIPMENT</b>	ARREAR	\$0.00	\$0.00

Retiree benefits as defined in 11 U.S.C. sec 1114(a)  
 Wages, salaries, and compensation (Fill out below)  
Your social security number \_\_\_\_\_  
Unpaid compensation for services performed  
From \_\_\_\_\_ To \_\_\_\_\_  
 Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges

2 CARD OPEN DATE

3 IF COURT JUDGMENT, DATE OBTAINED

4 CLASSIFICATION OF CLAIM Under Bankruptcy Code all claims are classified as one or more of the following (1) Unsecured non priority (2) Unsecured Priority (3) Security It is possible for part of a claim to be in one category and part in another  
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and state the AMOUNT of the claim at the TIME CASE FILED

SECURED CLAIM 554.26  
Attach evidence of perfection of security interest Brief description of collateral

UNSECURED PRIORITY CLAIM  
Specify the priority of the claim

- 1 Real Estate  2 Motor Vehicle  3 Other

- Wages salaries or commissions (up to \$2,000.00) earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier - 11 U.S.C. sec 507(a)(3)  
 Contributions to an employee benefit plan - 11 U.S.C. sec 507(a)(4)  
 Up to \$1800\* of deposits toward purchase lease or rental of property or services for personal family or household use - 11 U.S.C. sec 507(a)(6)  
\* Alimony maintenance or family support owed to a spouse former spouse or child - 11 U.S.C. sec 507(a)(7)  
 Taxes or penalties of governmental units 11 U.S.C. sec 507(a)(7)  
 Other - Specify applicable paragraph of 11 U.S.C. sec 507(a) \_\_\_\_\_

Amount to arrearage and other charges at time case filed  
Included in the secured claim above, if any \$0.00

UNSECURED NONPRIORITY CLAIM \$  
A claim is unsecured if there is no collateral or lien property of the debtor securing the claim to the extent that the value of such property is less than the amount of the claim

5 TOTAL AMOUNT OF CLAIM AT THE TIME CASE FILED

(Unsecured)	<u>554.26</u>	(Secured)	—	(Priority)	—	<u>554.26</u>	(TOTAL)
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6 CREDITS AND SETOFFS The amount of all payments on this claim has been credited for the purpose of making this proof of claim. In filing this claim claimant has deducted all amounts that claimant owes to debtor

7 SUPPORTING DOCUMENTS Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8 TIME 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.

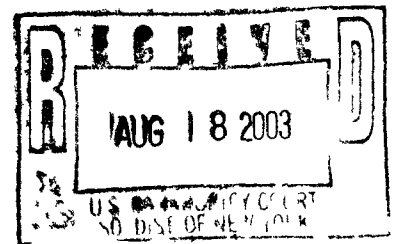
THIS SPACE IS FOR COURT USE ONLY

Date 8/12/2003

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)

*David Huber*

/s/ David Huber  
The Creditor's Rights & Bankruptcy Group, A Division of Phillips & Cohen Associates, Ltd  
Authorized Representative for Creditor



Warden-Kent Enterprises Inc  
920 18Th Street  
Plano TX 75074

NOTICE THIS IS A NON CANCELABLE BINDING CONTRACT THIS CONTRACT WAS WRITTEN IN PLAIN LANGUAGE FOR YOUR BENEFIT IT CONTAINS IMPORTANT TERMS AND CONDITIONS AND HAS LEGAL AND FINANCIAL CONSEQUENCES TO YOU PLEASE READ IT CAREFULLY FEEL FREE TO ASK QUESTIONS BEFORE SIGNING

Description Of Leased Equipment (Include quantity make model serial no and all attachments ) (Attach separate Schedule A if necessary )

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

VENDOR S NAME New Again Inc

Leasing Customer (Lessee) (Complete Legal Name If a corporation use EXACT registered corporate name )

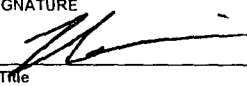
Company Name Jump Point Communications		Telephone No 512 257-4700
Billing Address 7218 McNeil Dr Suite 303 Austin TX 78729 County Williamson	Equipment Location (If other than Billing Address) Jump Point Communications Inc 7218 McNeil Dr Suite 303 Austin TX 78729 County Williamson	

Schedule Of Rental Payments

TERM OF LEASE	TOTAL NUMBER OF RENTAL PAYMENTS	AMOUNT OF EACH PAYMENT	SECURITY DEPOSIT	PAYMENT FREQUENCY
51 (IN MONTHS)	48	\$276 64 (Plus Applicable Taxes)	\$0 00	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____ Make check payable to Lessor

Terms And Conditions

- LEASE CHARGES** You (the leasing customer or lessee) agree to lease from us (the above leasing company) the above equipment for the periodic payment amount and for the full term stated above. We may charge you a partial payment for the time between the delivery date and the due date for the first payment. If any payment is late, we may charge you a late fee of \$10.00 or 12% of the amount that is late, whichever is greater. You agree to return the equipment to us at your cost at the end of the lease unless we have given you a written purchase option and you exercise the option at that time. If you don't return the equipment, the lease will continue for the same terms on a monthly basis.
- OTHER IMPORTANT TERMS** THIS LEASE CANNOT BE CANCELED BY YOU FOR ANY REASON INCLUDING EQUIPMENT FAILURE, LOSS OR DAMAGE. YOU MAY NOT REVOKE ACCEPTANCE OF THE EQUIPMENT. YOU NOT WE SELECTED THE EQUIPMENT AND THE VENDOR. WE ARE NOT RESPONSIBLE FOR EQUIPMENT FAILURE OR THE VENDOR'S ACTS. YOU ARE LEASING THE EQUIPMENT AS IS AND WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED. WE ARE NOT RESPONSIBLE FOR SERVICE OR REPAIRS. Any warranties the vendor gave to us, if any, we hereby assign (pass) to you. You may contact the vendor for a statement of such warranties, if any. You certify to us that the equipment will be used by you solely for business purposes and not for personal or household purposes.
- TITLE** We will have title to the equipment during this lease. You agree this is a true lease, not a sale or a loan. However, if this lease is determined not to be a true lease, you hereby grant us a security interest in the equipment. You hereby give us power of attorney to sign and file financing statements in order to perfect this security interest in our favor. You also agree to pay our filing and other administrative and processing fees. You also agree this is a finance lease under Article 2A of the Uniform Commercial Code.
- LOSS DAMAGE INSURANCE** You are responsible for and accept the risk of loss or damage to the equipment. You agree to keep the equipment insured against all risks of loss in an amount at least equal to the replacement cost, and you will list us as loss payee and give us written proof of this insurance. IF YOU DO NOT GIVE US SUCH PROOF, WE MAY (BUT WILL NOT BE OBLIGATED TO) OBTAIN OTHER INSURANCE AND CHARGE YOU A FEE FOR IT OR WE MAY CHARGE YOU A MONTHLY RISK CHARGE EQUAL TO 0.25% OF THE ORIGINAL EQUIPMENT COST.
- TAXES AND OTHER FEES INDEMNIFICATION** You agree to reimburse us for all taxes (such as sales, use and property taxes) and charges in connection with the ownership and use of the equipment UNLESS WE HAVE GIVEN YOU A WRITTEN OPTION TO PURCHASE THE EQUIPMENT FOR \$1.00 AT THE END OF THE LEASE. YOU AGREE THAT WE ARE ENTITLED TO ANY AND ALL TAX BENEFITS (SUCH AS DEPRECIATION AND TAX CREDITS) AND YOU WILL NOT DO ANYTHING INCONSISTENT WITH THIS UNDERSTANDING. IF YOU DO, YOU WILL INDEMNIFY (REIMBURSE) US FOR OUR RESULTING LOSSES. YOU ALSO AGREE TO INDEMNIFY US FOR ALL LOSSES AND LIABILITIES ARISING OUT OF THE OWNERSHIP OR YOUR USE OF THE EQUIPMENT. THESE PROMISES WILL CONTINUE AFTER THIS LEASE ENDS.
- DEFAULT** you fail to pay us as agreed, we will have the right to (i) sue you for all past due payments AND ALL PAYMENTS TO BECOME DUE IN THE FUTURE FOR THE UNEXPIRED TERM plus the residual value we have placed on the equipment and other charges you owe us, and (ii) repossess the equipment. You will also pay for our reasonable collection and legal costs. THIS LEASE IS GOVERNED BY NEW JERSEY LAW AND YOU AGREE TO BE SUBJECT TO SUIT IN NEW JERSEY.
- ASSIGNMENT** YOU AGREE THAT YOU MAY NOT ASSIGN (TRANSFER) THIS LEASE OR SUBLEASE THE EQUIPMENT TO ANYONE ELSE. YOU AGREE THAT WE MAY SELL OR ASSIGN ANY OF OUR INTERESTS TO A NEW OWNER OR A SECURED PARTY (Third Person) WITHOUT NOTICE TO YOU. In that event, the Third Person will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Third Person will not be subject to any claims, defenses or set offs that you may have against us or another person.
- MISCELLANEOUS** You authorize us to share credit and other information about you and your company with our affiliates. For your convenience, we may accept a facsimile copy of this lease with facsimile signatures. You agree a facsimile copy will be treated as an original and will be admissible as evidence of this lease.

AUTHORIZED SIGNATURE X 	Date 1/28/99	Witness
Print Name and Title		


Personal Guaranty

I/WE INDIVIDUALLY, PERSONALLY, ABSOLUTELY AND UNCONDITIONALLY GUARANTY ALL PAYMENTS AND OTHER OBLIGATIONS OWED TO THE LEASING COMPANY UNDER THIS LEASE AND THIS GUARANTY. I/WE AGREE THAT THE LEASING COMPANY MAY PROCEED DIRECTLY AGAINST ME/US WITHOUT FIRST PROCEEDING AGAINST THE LEASING CUSTOMER OR THE EQUIPMENT. I/WE CONSENT TO PERSONAL JURISDICTION IN THE NEW JERSEY COURTS.

SIGNATURE (INDIVIDUALLY NO TITLES) X	Date	SIGNATURE (INDIVIDUALLY NO TITLES) X	Date
GUARANTOR #1 Name and Home Address (Please Print)		GUARANTOR #2 Name and Home Address (Please Print)	

Delivery And Acceptance Certification

THE LESSEE HEREBY CERTIFIES THAT ALL EQUIPMENT REFERRED TO ABOVE HAS BEEN DELIVERED, IS FULLY INSTALLED AND IT IS IN GOOD OPERATING ORDER. LESSEE UNCONDITIONALLY ACCEPTS THE EQUIPMENT AND REQUESTS THAT LEASING COMPANY SIGN THIS LEASE AND PAY THE EQUIPMENT VENDOR.

DATE OF DELIVERY: 2/5/99 x AUTHORIZED SIGNATURE:  TITLE: V.P.

Accepted By Lessor

By	Title	Date	Lease # 52-272231-1
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# Schedule "A"

## Reference

Lessor Warden-Kent Enterprises, Inc  
 Lessee Jump Point Communications, Inc.  
 App No 176698  
 Lease No \_\_\_\_\_

## DESCRIPTION OF EQUIPMENT LEASED

QUANTITY	TYPE, MAKE, COLOR, MODEL NUMBER, SERIAL NUMBER
1	See Attached Sales Order 71788 E- B 71788 E-D <i>FB</i>

and any duplicate parts extras, replacements substitutions, additions mechanisms and devices related thereto or used in connection therewith now attached to or delivered with the designated equipment that may at any time hereafter be obtained from the Lessor or be added thereto by or with the consent of the Lessor

This schedule is to be attached hereto incorporated herein and become part of the above-referenced Lease Agreement

This schedule is hereby verified as correct and the undersigned Lessee acknowledges receipt of a copy

The parties intend and agree that a carbon copy photocopy, or facsimile of this document with their 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

LESSOR Warden Kent Enterprises, Inc LESSEE Jump Point Communications, Inc  
 (Print Name of Company)  
 BY *CJ Ergonis* *2/15/99* BY *[Signature]* \_\_\_\_\_  
 (Signature) (Date) (Signature) (Date)  
*CJOE ERGONIS* *VP - Sec. Treas* *Frank Bigger*, *V.P.*  
 (Print Name and Title) (Print Name and Title)

**LESSEE IS HEREBY INSTRUCTED TO CONTACT THE SUPPLIER REFERENCED ON THE FIRST PAGE OF THE LEASE FOR A DESCRIPTION OF ANY RIGHTS LESSEE MAY HAVE UNDER A SUPPLY CONTRACT COVERING THE EQUIPMENT**

# Schedule "A"

## Reference

Lessor Warden-Kent Enterprises, Inc  
Lessee Jump Point Communications, Inc  
App No 176698  
Lease No \_\_\_\_\_

## DESCRIPTION OF EQUIPMENT LEASED

<u>QUANTITY</u>	<u>TYPE, MAKE, COLOR, MODEL NUMBER, SERIAL NUMBER</u>
<u>1</u>	<u>See Attached Sales Order <del>74788-E</del> B 71288-D FB</u>
_____	_____
_____	_____
_____	_____
_____	_____

and any duplicate parts extras replacements substitutions additions mechanisms and devices related thereto or used in connection therewith now attached to or delivered with the designated equipment that may at any time hereafter be obtained from the Lessor or be added thereto by or with the consent of the Lessor

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This schedule is hereby verified as correct and the undersigned Lessee acknowledges receipt of a copy

The parties intend and agree that a carbon copy photocopy or facsimile of this document with their 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

LESSOR Warden-Kent Enterprises, Inc LESSEE Jump Point Communications, Inc  
(Print Name of Company)

BY \_\_\_\_\_ BY \_\_\_\_\_  
(Signature) (Date) (Signature) (Date)

\_\_\_\_\_  
(Print Name and Title) Frank B. Lopez, V.P.  
(Print Name and Title)

**LESSEE IS HEREBY INSTRUCTED TO CONTACT THE SUPPLIER REFERENCED ON THE FIRST PAGE OF THE LEASE FOR A DESCRIPTION OF ANY RIGHTS LESSEE MAY HAVE UNDER A SUPPLY CONTRACT COVERING THE EQUIPMENT**

# Addendum to Equipment Lease Agreement (Used Equipment Form)

Reference

Vendor NEW AGAIN  
 Lessor WARDEN-RENT ENTERPRISES, INC  
 Lessee JUMP POINT COMMUNICATIONS, INC  
 App No 176678 Lease No \_\_\_\_\_

This Addendum to Equipment Lease Agreement ("Addendum") shall amend the Equipment Lease Agreement by and between the above lessor ("Lessor") and the above lessee ("Lessee") with reference to the above lease transaction ("Lease") All terms and conditions of the Lease not inconsistent with this Addendum shall be and remain in full force and effect

1 Leased Equipment.

QUANTITY	EQUIPMENT DESCRIPTION	MANUFACTURER	MODEL	SERIAL #	AGE
	See Schedule "A"				

2 Acknowledgment of Used Equipment/No Warranties.

The above Vendor, Lessor and Lessee hereby acknowledge that the Leased Equipment mentioned above is used and is not new UNLESS THE ABOVE VENDOR PROVIDES A WRITTEN WARRANTY TO THE LESSEE, IT IS UNDERSTOOD AND AGREED BY LESSEE THAT THE EQUIPMENT DESCRIBED ABOVE IS SOLD AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOTWITHSTANDING THE ABOVE, AND IN CONFORMITY WITH THE LEASE, LESSOR DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE

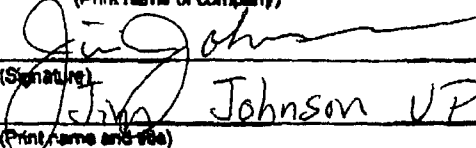
The parties intend and agree that a carbon copy, photocopy, or facsimile of this document with their signature thereon shall be treated as an original, and shall be deemed to be as binding, valid genuine and authentic as an original-signature document for all purposes, including all matters of evidence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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Addendum and acknowledge receipt of a true copy hereof on the date(s) indicated below

Witness



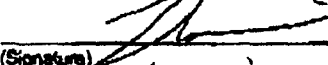
VENDOR NEW AGAIN  
(Print name of company)

By   
(Signature)  
Jim Johnson VP Sales  
(Print name and title) (Date)

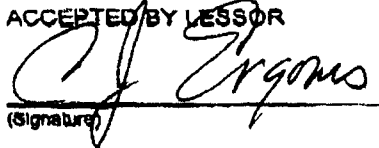
Witness

Sharon C. Noble

LESSEE JUMP POINT COMMUNICATIONS  
(Print name of company)

By   
(Signature)  
Frank Bieser, VP 5/18/99  
(Print name and title) (Date)

ACCEPTED BY LESSOR

  
(Signature) 2/16/99  
(Date)

Used Equip dot

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