

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

PROOF OF CLAIM



In re
Allegiance Telecom, Inc, et al.

Case Number
03-13057 (RRD)

FILED
SOUTHERN DISTRICT OF NEW YORK
ALLEGIANCE TELECOM, INC
03-13057 (RRD)

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.

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.

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

Check box if this address differs from the address on the envelope sent to you by the court.

926

If you have already properly filed a proof of claim with the Bankruptcy Court, you do not need to file again.

Name of Creditor and Address

03805890077508

COMTECH CAPITAL LLC
3955 PINNACLE CT
STE 200
AUBURN HILLS MI 48326

Creditor Telephone Number (484) *484-2970*

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
973

Check here replaces or amends a previously filed claim dated _____ if this claim

1 BASIS FOR CLAIM

Goods sold Personal injury/wrongful death Retiree benefits as defined in 11 U.S.C. § 1114(a)

Services performed Taxes Wages, salaries, and compensation (Fill out below)

Money loaned Other (describe briefly below) _____

Your social security number _____

Unpaid compensation for services performed from _____ to _____ (date) (date)

2 DATE DEBT WAS INCURRED

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED \$ *5,309.58* (unsecured) \$ _____ (secured) \$ _____ (unsecured priority) \$ *5,309.58* (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 additional charges.

5 SECURED CLAIM

Check this box if your claim is secured by collateral (including a right of setoff).

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 above, if any \$ _____

6 UNSECURED PRIORITY CLAIM

Check this box if you have an unsecured priority claim.

Specify the priority of the claim

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)

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4)

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)

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 3 years thereafter with respect to cases commenced on or after the date of adjustment.

REC'D OCT 22 2003

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
10-14-03

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)
[Signature] President

RECEIVED
OCT 20 2003
CLAIMS PROCESSING CENTER
USBC, SDNY

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

RAVE

FINANCIAL SERVICES, INC.

LEASE AGREEMENT

TO OUR VALUED CUSTOMER: This Lease has been written in Plain English. When we use the words you and your in this Lease we mean you, our customer which is the Lessee indicated below. When we use the words we, us, and our in this Lease we mean the Lessor, Rave Financial Services, Inc.

LEASE NUMBER 972

CUSTOMER INFORMATION	Lessee Name InterAccess Co
	Billing Address/City/County/State/Zip 168 N Clinton Street, 2nd Floor, Chicago Cook County IL 60661
	Equipment Location (if different from above)
	Phone Number 312-496-4523
	Tax ID Number 36-3884374

EQUIPMENT DESCRIPTION	Quantity Make/Model Description/Serial Number See Attached Equipment Schedule 'A'
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END OF LEASE PURCHASE OPTION	(FMV) Fair Market Value Purchase Option	(PLUS APPLICABLE TAXES)
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TERM AND LEASE PAYMENT SCHEDULE	Lease Term (Months) 36	Lease Payment \$2,194.04	You agree to pay at the time you sign this Lease
	Additional Provisions		A) Total Advance Lease Payment 2 (Mos) = \$4,388.08 PLUS B) Sales use Tax on Advance Lease Payment = \$ _____ APPLICABLE C) Documentation Fee = \$ 75.00 TAXES D) Total of A+B+C+Provisions = \$4,463.08
This Lease cannot be cancelled by you during the term			If more than one Lease Payment is required in advance the additional amount will be applied at the end of the original term or any renewal term

INSURANCE AND TAXES	You are required to provide and maintain insurance related to the Equipment, and to pay any property use and other taxes related to this Lease or the Equipment (See Sections 4 of 6 on the back of this Lease.) If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.
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TERMS AND CONDITIONS

BY SIGNING THIS LEASE (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS LEASE (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES (iv) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY SET FORTH IN SECTION 4 OF THIS LEASE (v) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE AND (vi) YOU AGREE THAT THIS LEASE HAS BEEN ENTERED INTO AND WILL BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN AND YOU CONSENT TO THE JURISDICTION OF ANY COURT (FEDERAL OR STATE) LOCATED WITHIN MICHIGAN. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY. YOU WARRANT THAT ALL FINANCIAL AND OTHER INFORMATION YOU HAVE DELIVERED TO US INCLUDING THE INFORMATION CONTAINED HEREIN IS TRUE, ACCURATE AND CORRECT AND YOU ACKNOWLEDGE WE ARE RELYING UPON ALL SUCH INFORMATION TO ENTER INTO THIS LEASE WITH YOU.

Lessor Name Rave Financial Services, Inc	Lessee Name InterAccess Co.
Authorized Signature <i>William J Barone</i>	Authorized Signature <i>John B. Carrigan</i>
Print Name & Title William J Barone VP	Print Name & Title John B. Carrigan CFO
Date 8/7/00	Date 8/7/00

PERSONAL GUARANTY FOR LEASE

This Personal Guaranty creates specific legal obligations. When we use the words "you" and "your" in this Personal Guaranty we mean the Personal Guarantor(s) indicated below. When we use the words "we", "us" or "our" in this Personal Guaranty we mean Rave Financial Services, Inc. the Lessor named above. In consideration of our entering into the Lease identified above as "Lease" you unconditionally and irrevocably guarantee to us, our successors and assigns the prompt performance of all covenants, obligations and conditions as well as payment when due of all obligations of the customer identified above as "Lessee" under the Lease. You agree that this a guaranty of payment and not of collection and that we can proceed directly against you (or any one or all of you if there is more than one Guarantor) without first proceeding against the Lessee or against the Equipment covered by the Lease. We are not required to proceed against the Lessee or the Equipment or to enforce any other remedy available to us before we proceed against you. You agree to pay all our attorney fees and any and all other costs and expenses, incurred by us in enforcing our rights under this Guaranty and/or the Lease including but not limited to costs of collection, repossession, sale, storage, delivery, transportation, removal and repair, and any and all other expenses incurred by us by reason of default by you hereunder or the default or nonperformance by the Lessee under the Lease. You waive notices of acceptance and of any other kind of notices or demands to which you may be entitled. You waive all defenses, including those of protest, presentment and demand. You agree that we can renew, extend, compromise or otherwise modify the terms of the Lease or even release the Lessee from liability and you will be bound by such changes and such changes will not in any way release you from your obligations hereunder.

If the Lessee defaults under the Lease, you will immediately perform all obligations of the Lessee under the Lease, including but not limited to, protecting the Equipment and paying all amounts due under the Lease. This is a continuing guaranty that will not be discharged or affected by your death and will bind your heirs and representatives. Our rights hereunder may be enforced by us or for the benefit of any assignee or successor to our rights hereunder. You hereby consent to the personal jurisdiction of any state or federal court located in the State of Michigan with respect to any action arising out of the Lease and/or this Personal Guaranty. If more than one Guarantor has signed this Personal Guaranty, each of you agree that your liability is joint and several. If we must serve you with notice including service of process in any legal action, notice or service of process shall be deemed sufficient if sent to you by certified mail, return receipt requested to the address you have set forth herein. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit and to make other credit inquiries that we determine are reasonably necessary. This Personal Guaranty is governed by the laws of the State of Michigan and you expressly waive any right to a trial by jury.

Signature of Personal Guarantor (no title) X	Signature of Personal Guarantor (no title) X
Print Name	Print Name
Home Address/City/State/Zip	Home Address/City/State/Zip
Social Security Number	Phone Number
	Social Security Number
	Phone Number

1 LEASE DELIVERY AND ACCEPTANCE You agree to lease the equipment described on the front of this lease agreement (collectively "Equipment") on the terms and conditions shown on the front and back of this lease ("Lease"). If you have entered into any purchase or supply contract ("Supply Contract") with any Supplier, you assign to us your rights under such Supply Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below) and you timely deliver to us such documents and assurances as we request. If you have not entered into a Supply Contract, you authorize us to enter into a Supply Contract on your behalf. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date when the Equipment is delivered to you and the Equipment will be deemed irrevocably accepted by you upon the earlier of (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us) or (b) 10 days after delivery of the Equipment to you if previously you have not given written notice to us of our non-acceptance. The first Lease Payment is due on or before the date the Equipment is delivered to you. The remaining Lease Payments will be due on the day of each subsequent month (or such other time period specified on the front of this Lease) designated by us. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payment by not more than 15% if the actual Total Cash Price (which is all amounts we have paid in connection with the purchase, delivery and installation of the Equipment including any trade up and buyout amounts) differs from the estimated Total Cash Price. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge not to exceed 15% of each late payment (with minimum of \$15.00 or such lesser rate as is the maximum rate allowable under applicable law).

2 NO WARRANTIES We are leasing the Equipment to you AS IS. YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT. WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE YOU AGREE THAT REGARDLESS OF CAUSE WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract.

3 EQUIPMENT LOCATION, USE AND REPAIR, RETURN You will keep and use the Equipment only at the Equipment Location shown on the front of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with this Lease, at the end of this Lease, you will immediately deliver the Equipment to us in as good condition as when you received it, except for ordinary wear and tear, to any place in the United States that we tell you. You will pay all expenses of de-installing, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

4 TAXES AND FEES We make no warranty as to treatment of this Lease for tax or accounting purposes. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each Lease payment or annually, as invoiced.

5 LOSS OR DAMAGE As between you and us, you are responsible for any loss, theft or destruction of or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if a Loss occurs. You must reimburse us immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

6 INSURANCE You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of or damage to the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance when requested. Such insurance will be in a form amount and with companies acceptable to us, and will provide that we will be given 30 days advance notice of any cancellation or material change of such insurance. If you do not give us evidence of insurance acceptable to us, we have the right, but not the obligation, to obtain insurance covering our interest in the Equipment from an insurer of our choice, including an insurer that is our affiliate. We may add the costs of accruing and maintaining such insurance and our fees for our services in placing and maintaining such insurance (collectively "Insurance Charge") to the amounts due from you under this Lease. You will pay the Insurance Charge in equal installments allocated to the remaining Lease Payments. If we purchase insurance, you will cooperate with our insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Lease will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you. If we terminate any insurance coverage that we arrange, if we replace or renew any insurance coverage, we are not obligated to provide replacement or renewal coverage under the same terms, conditions, limits or conditions as the previous coverage. You appoint us your attorney in fact to seek and receive any such insurance benefits including the right to enforce and negotiate checks and execute documents to collect same.

7 TITLE RECORDING We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. Unless the Purchase Option price shown on the front of this Lease is \$100, you agree that this transaction is a true lease. However, if this transaction is deemed to be a lease intended for security, you grant us a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will deliver to us signed financing statements or other documents we request to protect our interest in the Equipment. YOU AUTHORIZE US TO FILE A COPY OF THIS LEASE AS A FINANCING STATEMENT AND AFFIDAVIT AS OUR DESIGNATED YOUR ATTORNEY IN FACT TO EXECUTE AND FILE ON YOUR BEHALF FINANCING STATEMENTS COVERING THE EQUIPMENT.

8 DEFAULT Each of the following is a Default under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or

are forced to reassign your assets for the benefit of your creditors or enter a voluntary or involuntary bankruptcy or reorganization proceeding; (d) any guarantor of this Lease dies, becomes bankrupt or becomes subject to one of the events listed in clause (c) above.

9 REMEDIES If a Default occurs, we may do one or more of the following: (i) we may cancel or terminate this Lease or any or all other agreements that we have entered into with you; (ii) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to the present value of all unpaid Lease Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 9% per year compounded monthly; plus (iii) all other amounts due or that become due under this Lease; (iv) we may require you to deliver the Equipment to us as set forth in Section 3; (v) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damage or trespass of any of the reason; and (vi) we may exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees and cost plus expenses of repair, redelivery, storage and/or taking possession of the Equipment. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice at a public or private sale, and apply the net proceeds (after we have deducted all costs and expenses related to our collection efforts) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied the net proceeds.

10 FINANCIAL LEASE STATUS You agree that if Article 2A Leases of the Uniform Commercial Code apply to this Lease, this Lease will be considered a finance lease, as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved and accepted a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier. If you make a purchase under the Supply Contract and if you may contact the Supplier for a description of those rights, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

11 ASSIGNMENT YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer this Lease or our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the new owner will not be subject to any claim, defense or set off that you may have against us.

12 PURCHASE OPTION, AUTOMATIC RENEWAL If no Default exists under this Lease, you will have the option at the end of the original or any renewal term to purchase all (but not less than any part) of the Equipment at the Purchase Option price shown on the front of this Lease, plus any applicable taxes. Unless the Purchase Option price is \$100, you must give us at least 30 days' written notice before the end of the original term that you will purchase the Equipment or that you will deliver the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew for an additional 12 month term and thereafter renew for successive one month terms until you deliver the Equipment to us. During such renewal(s) the Lease Payment will remain the same. We can elect an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's fair market value. If you do not agree with our determination of the Equipment's fair market value (on a retail basis), it will be determined at your expense by an independent appraiser selected by us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you AS IS, WHERE IS, without any representation or warranty whatsoever, and this Lease will terminate.

13 INDEMNIFICATION You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise, which are related to (a) the manufacture, installation, ownership, use, lease, possession or delivery of the Equipment or (b) any defects in the Equipment. You agree to reimburse us for and to defend us against any Claims.

14 CREDIT INFORMATION YOU AUTHORIZE US OR ANY OF OUR AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY ON YOUR WRITTEN REQUEST. WE WILL INFORM YOU WITHIN THE TIME WE HAVE REQUESTED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER CREDIT REPORTING AGENCY THAT FURNISHED A REPORT. YOU ACKNOWLEDGE THAT WITHOUT FURTHER NOTICE WE MAY USE OR REQUEST ADDITIONAL CREDIT BUREAU REPORTS TO UPDATE OUR INFORMATION SO LONG AS YOUR OBLIGATIONS TO US ARE OUTSTANDING.

15 MISCELLANEOUS You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices to be given in writing by the party sending the notice and shall be effective when deposited in the Mail, addressed to the party receiving the notice at its address shown on the front of this Lease, or at any other address specified by that party in writing) with postage prepaid. All of our rights and remedies will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interest. You agree to reimburse us immediately upon our demand for any such amount that you pay. If more than one Lessee has signed this Lease, each of you agree that your liability is joint and several. You agree that your obligations hereunder and all sums due by you to us under this Lease are not subject to any set off, defense or counter claim by you against us for any reason whatsoever.



FINANCIAL SERVICES, INC.

ISO 9002 Certified Company



*Our Business Is Helping
Your Business Grow*

36940 Metro Court
Sterling Heights MI 48312

Toll Free (800) 500 7283
Fax (810) 274 9165
www.ravefinancial.com

EQUIPMENT SCHEDULE "A"

LEASE #972

This Equipment Schedule "A" is to be attached to and become part of that Schedule of Leased Equipment dated 8/7/00, by and between the undersigned and Rave Financial Services, Inc (Lessor)

QTY	EQUIPMENT DESCRIPTION
2	Nokia IP440 Base System Bundle with Power Kit
2	Four Port 10/100 Ethernet PCI Interface Card
1	Check Point Enterprise Encryption Center
1	Check Point VPN-1 Module 25 IP Addresses
2	Annual Software Subscription & Advanced Hardware Replacement for Nokia IP440 Base System Bundle
1	Annual Software Subscription for Check Point Enterprise Encryption Center
1	Annual Software Subscription for Check Point VPN-1 Unlimited Module
2	Dell PowerEdge 2450 Base P3K 600MHz Processor with 256K Cache, 2 each Power Supplies 330W 2U Domestic, Electronic Documentation on CD, Rack Cable Management Arm, 600MHz 256K P3C Second Processor, 512MB SDRAM 133MHz 4 X 128MB DIMMs, Compact Diskette DOMRA World Wide English V3 1 1, Compact Disk Drive 680M IDE Internal No Controller/No Cables Black, Hard Drive configuration #10 AR5, 1 44MB 3 5" Floppy Drive, 9GB U160M SCSI Smart Hard Drive 1" 10000RPM, 9GB GB U160M SCSI Smart Hard Drive 1" 10000RPM, 9GB U160M SCSI Smart Hard Drive 1" 10000RPM, PERC2-Dual Channel RAID Card with 64MB Cache, 1 Internal & 1 External & Docs, Readyware Installation Fee, Network Card Dual Port, Microsoft NTS 4 0 on CD, 10 Client Access Licenses, ORM Packaging US Version, Type 2 Contract - Same Day 4-Hour 7X24 Parts & Labor On-Site Response Initial Year, Type 2 Contract - Same Day 4-Hour 7X24 Parts & Labor On-Site Response 2YR Extended, BusinessCare Initial Year DirectLine - Advanced Network Operating System Phone Support Quantity 5 Resolutions

This Schedule "A" is hereby verified as correct by the undersigned Lessee, who acknowledges receipt of a copy

Lessee InterAccess Co

Signature 

Date 8/7/00