

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

PROOF OF CLAIM



605508

Bar Data Ref # 2-NVM-71223

In re _____

Case Number _____

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.

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

Name of Creditor and Address.

0354653605508

Mrs CW Collier
Rt 2 Box 270
Warren, TX 77664

Creditor Telephone Number () _____

CREDITOR TAX ID # _____

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR. _____

Check here replaces or amends a previously filed claim dated _____

1 BASIS FOR CLAIM

- Goods sold
 - Services performed
 - Money loaned
 - Personal injury/wrongful death
 - Taxes
 - Other (describe briefly) _____
 - Retiree benefits as defined in 11 U.S.C. § 1114(a)
 - Wages, salaries, and compensation (Fill out 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 AS OF PETITION DATE. \$ _____ (unsecured) \$ _____ (secured) \$ _____ (unsecured priority) \$ _____ (total)

If all or part of your claim is secured or entitled to priority, also complete item 5 or 6 below.
 Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or 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.

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 4.00 p.m., September 15, 2003, Pacific Daylight Time.

BY MAIL TO
Bankruptcy Management Corporation
P O BOX 900
El Segundo CA 90245-0900

BY HAND OR OVERNIGHT DELIVERY TO
Bankruptcy Management Corporation
1330 East Franklin Avenue
El Segundo, CA 90245

THIS SPACE FOR COURT USE ONLY

FILED

AUG 11 2003

BMC

DATE SIGNED _____

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)

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

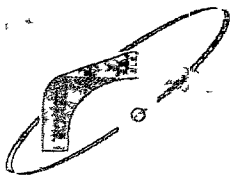
Filing Companies Claim



03166

8-9-03

Unless this is the
Company involved - we
have no idea what
this is all about. We
pd. a deposit of 100000
for this bldg to be erected
at a later date & wanted
to cancel it - phone disconnected
& people gone —
J Collier



Buildings.

WARREN METAL BUILDINGS

5 Hwy 69 S
Warren TX 77664

409 547 3178
Joe & Marlene Smith

COMPANY	Warren Metal Bldgs			ORDER NUMBER	01		
BUYER	Clifton & Jerry Collins						
ADDRESS	2815 FM 1943E						
CITY/TOWN	Warren	COUNTY	Tyler	STATE	Tx	ZIP	77664
HOME PHONE	409-547-2510	WORK PHONE		E MAIL	CLIFCO@SAMLINK.COM		

I hereby agree to purchase from the Company (Your Co Name) and to accept at the time requested below all of the materials necessary to erect the building specified Labor supervision or anything other than the prefabricated building package is not included unless specifically stated herein

YOUR STEEL BUILDING SPECIFICATIONS

MODEL	Craftsman 30x40x16				GAUGE	22 ga
SIZE	WIDTH	20	LENGTH	40	HEIGHT	16
yes	ARCHES	QUANTITY	20	SPECIAL INSTRUCTIONS		
	FRONT END WALL	OPEN	<input type="checkbox"/>	SOLID	<input type="checkbox"/>	
yes	FRONT CURVED ANGLE	LARGE	<input checked="" type="checkbox"/>	SMALL	<input type="checkbox"/>	
	FRONT DOUBLE SLIDING DOORS	HIGH	X	WIDE		
	REAR END WALL	OPEN	<input type="checkbox"/>	SOLID	<input type="checkbox"/>	
	REAR CURVED ANGLE	LARGE	<input type="checkbox"/>	SMALL	<input type="checkbox"/>	
	REAR DOUBLE SLIDING DOORS	HIGH	X	WIDE		
	SERVICE DOORS	QUANTITY				
	FIBERGLASS SKYLIGHTS ROOF	QUANTITY				
	TURBINE VENTS	QUANTITY				
	WEATHERSTRIPPING					
yes	NUTS, BOLTS WASHERS					
yes	ERECTION AND FOUNDATION MANUALS					

OPTIONS PRIOR TO DELIVERY

Customer will arrange for unloading -

SHIPPING INSTRUCTIONS & DIRECTIONS TO SITE	DELIVERY DATE	BUILDING PRICE	5200 00
From US 69 IN WARREN, CO 2.5 MI ON FM 1943 EAST. ^{LAST} HOUSE ON RT, BEFORE TURKEY CREEK	3/15/04	FREIGHT	362 50
		SUBTOTAL	5562 50
		TAX	389.38
		TOTAL PRICE	5951 88
		DEPOSIT (25%)	1000 00
BALANCE TO BE FINANCED BY NFG <input type="checkbox"/>		BALANCE DUE ON DELIVERY BY CASHIER S CHECK.	4951 00

The Buyer agrees to pay the total balance of the purchase price in cash or by cashier's check upon delivery of the merchandise and acknowledges receipt of a completed copy of this purchase order (IN THE EVENT BUYER PAYS THE BALANCE OF THE PURCHASE PRICE BY CASH RATHER THAN BY CASHIER'S CHECK, BUYER SHOULD REQUEST "A RECEIPT" FOR THE CASH FROM THE INDIVIDUAL TO WHOM SAME IS DELIVERED) This purchase order by the Buyer above names to the Seller shall constitute an agreement binding upon Seller only when accepted by Seller's authorized officer. The representative of the Seller preparing this purchase order is not an officer or the Seller and not authorized to accept this order of the Buyer. Upon receipt of this order, at the home office of the Seller if the order is accepted the "Acceptance" copy hereto will be returned to the Buyer duly signed by an officer of the Seller or if not accepted the deposit above shall be returned unto Buyer. Upon acceptance the Buyer shall not be entitled to a refund of the whole or any part of the deposit tendered to the representative of the Seller. No verbal conditions, agreements, representations or warranties shall be enforceable against the Seller. THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF

CHECKS TO BE MADE PAYABLE TO (Your Company Name)

Buyer Jerry Collins X

Signed at Marlene Smith X
Representative

By _____
Its Authorized Representative

Signed at _____
Accepted by Seller this 2nd day of May yr. 2003

ACCOUNT NUMBER																				
EXPIRATION DATE			/																	
PURCHASE AMOUNT \$ _____																				

Cardmember Signature _____ Date _____

SUBJECT TO THE TERMS AND CONDITIONS OF THIS CONTRACT AND SPECIFICALLY OF THE PROVISIONS HEREIN RELATED TO THE TERMS OF MY DEPOSIT I HEREBY AUTHORIZE (YOUR COMPANY NAME) TO CHARGE MY ACCOUNT FOR THE ABOVE AMOUNT

15 Upon acceptance Hereof, this order and such acceptance shall be deemed to be a contract embodying all oral and written understandings and agreements between the Buyer and the Seller relative to this sale. The Seller shall not be bound by any condition, definition, representation or warranty other than as expressly set forth herein or incorporated herein by express applicable provincial legislation. This Contract shall be interpreted in accordance with the laws of the State of Idaho, and presumed to have been consummated in the county of Snyder, State of Idaho in as much as it has been hereinabove agreed that delivery hereunder is at the office of the Seller's place of business in Warren. The parties agree that venue for any litigation arising in connection with the Contract properly lies only in Snyder City.

16 Seller and Buyer hereby agree that Seller shall have no responsibility whatsoever for the erection of the structure or structure which are the subject of this Contract, and that Seller shall be under no liability whatsoever to Buyer for any loss or damage sustained by Buyer as a result of or in connection with the erection of the said structure or structures. Buyer hereby releases Seller from all claims, damages, expenses and liabilities of every kind and nature arising out of the erection of the subject structure or structures, whether such erection is done by Buyer or third party.

17 It is the sole responsibility of the Buyer to assure that soil and subsoil conditions at the site location are sufficient density to support and sustain pressures and forces exerted thereon by the foundation, the buildings purchased and the type and quantity of material stored therein.

18 In the event that the building purchased herein is to be used by the Buyer for crop storage, the Buyer shall comply with all requirements, instructions and conditions described in the Seller's crop storage manual.

19 The Buyer or the erector of the building to be constructed must follow and comply with the specifications and instructions contained in the foundation manual supplied to the Buyer.

20 Buyer understands and agrees that no agent, employee or representative of Seller has authority to bind Seller to any affirmation, representation or warranty concerning the goods sold hereunder or the buildings to be erected therefrom, which is not set forth herein, and Buyer further understands and agrees that any such affirmation of fact or representation which is not set forth herein shall not constitute a warranty.

CONDITIONS

- 1 This Contract upon acceptance by the Seller shall be binding and may not be rescinded by the Buyer. Any deposit received herein by the Seller shall be held by the Seller as security for the completion of this contract. Upon receipt of the balance of the purchase price, the said deposit shall be applied to the purchase price herein. Should the Buyer breach or unilaterally rescind or cancel this contract, the deposit herein shall be forfeited to the Seller as liquidated damages for breach of contract and as special damages for losses incurred by the Seller. If such breach or unilateral recession occurs prior to shipment by the Seller of all or any part of the materials ordered, it being agreed by both the Seller and the Buyer that by reason of the nature of the contract herein, it would be extremely difficult if not impossible to determine the actual damages, which would be sustained by the Seller, both agree that twenty-five (25%) percent of the entire contract would be a reasonable amount equating the probably damages suffered by Seller in such event. All orders, unless otherwise agreed upon in writing are for unrestricted shipment at Seller's convenience. Time for delivery is not of the essence of this agreement and the Seller may deliver the goods at a date other than the said delivery date. It is distinctly understood that the buyer will not issue instructions to delay manufacture and/or shipment of the material.
- 2 Delivery of all merchandise under this Contract shall be F O B factory loading dock. The Buyer shall be responsible for payment of all required freight charges. If the Buyer fails to arrange for transportation of the merchandise from the point of delivery, Seller shall arrange for transportation, all at Buyer's cost payable on delivery.
- 3 Seller reserves the right to divide this order into separate shipments and invoice such shipments separately in which case each shipment shall be deemed a separate contract and payment therefore due in accordance with the terms hereof. If because of default of Buyer, any shipment must be diverted or returned to Seller, Buyer shall pay all demurrage, transportation and other costs incurred as a result thereof. No failure of Seller to exercise any right occurring from any default of Buyer shall impair Seller's rights in case of any subsequent defaults of Buyer. All rights of Seller hereunder shall be cumulative.
- 4 The Seller shall not be responsible for delays in deliveries due to fires, strike lockouts, material shortages or other labour troubles, floods, car shortages, embargoes, transportation delays, accidents at Mill, Government Regulations including Preference, Allocation of Priority systems for Government and other order or other contingencies beyond Seller's control including any acts of God.
- 5 The Buyer, upon being notified that the goods are ready for shipment shall receive and accept delivery of the goods as indicated in Paragraph 2 within 14 days of such notification. If any goods purchased hereunder remain unclaimed by the Buyer after the expiration of such 14 day period the Buyer shall pay the Seller as storage charges an amount equal to 2% of the total purchase price hereunder, per month to be billed and paid monthly. If the Buyer fails to accept delivery of the goods within two months from the expiration of said 14 day period the Seller may at its option, and without notice, treat this agreement as being materially breached in which event the Seller shall have all remedies provided by law for breach of contract. Any provisions in this contract to the contrary notwithstanding, and regardless of the responsibilities placed upon Buyer for shipment costs and/or damage of the goods in delivery, title to the materials shall remain in the Seller, and physical delivery thereof shall not be made to Buyer until such time as the balance of the purchase price shall have been fully paid. In the event of a default on the part of the Buyer, the Seller shall be entitled to reasonable collections costs including reasonable attorney's fees through appellate proceedings, all court costs and filing fees, service fees and other reasonable costs and fees.
- 6 The Seller shall not be responsible for loss or damage to goods in transit, claim must be made against carrier by Buyer.
- 7 After delivery, the Seller shall not be responsible or liable for any direct damage to the goods, or consequential damage, caused or initiated in any way by any acts of God including, but without limiting the generality of the foregoing, hurricanes, tempest, winds, lightning, snow-loading and wind-loading.
- 8 "Buyer's Responsibility"
 - a It shall be the Buyer's responsibility to investigate wind loads and snow loads in the area or territory in which the building is to be erected in order to satisfy himself that the buildings to be erected is of sufficient gauge to withstand such loads. In the event that such gauge is insufficient to withstand the wind and snow loads in the area in the area or territory in which the building is erected and damage is caused thereto or thereby, the Seller shall not be liable for any damages, losses or claim, of any nature or kind, whether direct or indirect, sustained as a consequence of such insufficient gauge.
 - b It shall be the Buyer's responsibility to investigate and ascertain the applicable zoning and building codes in the area or territory in which the building is to be erected in order to satisfy himself that the building conforms to all applicable zoning by-laws, rules, regulations, ordinances and buildings codes in said area. In the event that the Buyer fails to comply with such zoning by-laws, rules, regulations, ordinances and building codes in the said area in erecting the building, the Seller shall not be liable for any damages or losses, of any nature or kind, whether direct or indirect, sustained by such failure.
 - c It shall be the Buyer's responsibility to instruct the ultimate purchaser to maintain property the building once it has been erected and in particular insure that no damage is caused to the building by the accumulation of snow or ice on the ends or sides of the structure. In the event that the building is not properly maintained as aforesaid the Seller shall not be responsible or liable for any damages, losses or claims of any nature or kind, whether direct or indirect, sustained by such failure.
- 9 The Seller warrants to the Buyer that the materials purchased are free of defects in materials and workmanship. Should any of the materials purchased prove to be defective in material or workmanship, the Seller shall replace such part or parts free of charge at any time within 90 days (Ninety Days) of delivery. This warranty is in lieu of any other warranty or representation made or implied and shall not extend to defects beyond the control of the manufacturer and without limiting the generality of the foregoing, shall not include defects from neglect, abuse, willful damage or faulty erection. The warranty hereunder specifically excludes any warranty that the goods sold hereunder are suitable for the purpose intended by the Buyer.
- 10 Any taxes which the Seller may be required to pay collect, under existing or future laws of any competent authority upon or with respect to the sales, purchase, delivery, storage, processing, use, consumption or transportation of any of the materials covered hereby shall be for the account of the Buyer, who shall promptly pay the amount thereof to the Seller upon demand.
- 11 Any dispute about quality, condition or workmanship of the goods or otherwise in connection with the terms of this Agreement, shall not entitle the Buyer to reject the goods. In the case of any dispute the Buyer shall take delivery of the goods, pay for the same, and make a claim under the Seller's warranty.
- 12 The Seller's responsibility for shortages in the said goods shall terminate after ten days have elapsed from the time of delivery to the Buyer, in no event shall the Seller's liability exceed the price of said shortages.
- 13 Building size is approximate and intended to identify standard sizes sold by the Seller. No warranty or representation is given by the Seller as to exact dimensions of the buildings, as the same will vary depending upon placement of concrete base, identification of gauge is subject to permissible variations and intended to identify general gauge designations by steel producers.
- 14 Seller shall not be responsible for spotting, switching, demurrage or the transportation charges unless agreed to in writing.