

03-21-2002

FACSIMILE OF FORM PTO-1594

RECC

U.S. DEPARTMENT OF COMMERCE



Patent and Trademark Office

102025397

To the Honorable Commissioner of Patents and Trademarks. Please return the attached original documents or copy thereof

1. Name of conveying party(ies):
Parts, Inc.

Individual(s)
 General Partnership
 Corporation-State
 Other _____

Association
 Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

RECEIVED
 PATENT & TRADEMARK OFFICE
 MAR 05 2002
 20.5.02

2. Name and address of receiving party(ies):
 Name: **Amador International Corporation**

Internal Address:
 Street Address:
17509 - 107 Ave.

City: **Edmonton Ontario Canada** Zip: **T5S 1E5**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Corporation-State **Canada**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment
 Security Agreement
 Other _____

Merger
 Change of Name

Execution Date: **August 6, 1999.**

4. Application number(s)

A. Trademark Application No.(s)

B. Trademark registration No.(s)
1,334,114

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **H. Roy Berkenstock**

Internal Address:
Garvey, Smith, Nehrass & Doody, L.L.C.

Street Address:
3838 N. Causeway, Suite 3290

City: **Metairie** State: **LA** Zip: **70002**

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) **\$40.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: **500694**

[Signature]
 H. Roy Berkenstock, Reg. No. 24,719
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

H. Roy Berkenstock
 Name of Person Signing

[Signature]
 Signature

Date: **Oct. 26, 2001**

Total number of pages including cover sheet, attachments and document: 62

03/20/2002 AAHMED1 00000131 500694 1334114

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TRADEMARK REEL: 002466 FRAME: 0001

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of July __, 1999 by and among PARTS, INC., doing business as AUTOMARK SYSTEMS CORPORATION, a Tennessee corporation ("Seller"), with a business location at 601 S. Dudley, Memphis, TN 38104, AMADOR INTERNATIONAL CORPORATION, a Canadian corporation ("AIC"), with a business location at 17509-107 Ave., Edmonton, Alberta, T5S 1E5 and AMADOR OF AMERICA, INC., a Tennessee corporation ("AOA," and together with AIC, "Buyers"), with a business location at 6047 Executive Centre Drive, Suite 6, Memphis, Tennessee 38134. Buyers and Seller are sometimes referred to collectively herein as the "Parties," each a "Party."

AGREEMENT TO SELL COPYRIGHT, WORKS AND TRADEMARKS

WHEREAS, Seller carries on business under the name Automark Systems Corporation;

WHEREAS, Seller is a debtor and a debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code of the United States in the Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, Seller wishes to sell, convey, transfer and assign to AIC, and AIC wishes to purchase from Seller, (i) all of Seller's right, title and interest in and to the AutoPoint, AutoLink and AutoStock software systems and related computer hardware and other equipment and (ii) certain new and used inventory and other miscellaneous furniture and equipment, under the terms and conditions set forth herein;

WHEREAS, Seller wishes to assign to AOA, and AOA wishes to assume, all of Seller's rights, interests, duties and obligations under certain service contracts; and

WHEREAS, in connection with Buyer's purchase of assets hereunder, Buyers will assume certain of Seller's obligations to Seller's former employees.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. Assets to be Purchased.

(a) "AutoPoint" as used herein means the software programs which are described on Schedule "A" attached hereto and which are either (i) the sole and exclusive property of Seller or (ii) in the case of software licensed to Seller by third parties, Seller's interest in such software to the extent to which Seller is permitted to sublicense such software. "AutoPoint" shall also include the following:

- (i) all copyrights pertaining to the software described on Schedule "A" and derivative works created therefrom, in all languages and in all media now known, or hereafter developed, and all accrued rights of action for infringement of copyright (including all right to retain the benefit of any financial awards arising therefrom) to which the Seller is or may at any time become entitled;
- (ii) any and all modifications and adaptations to the software described on Schedule "A" developed by Buyers for use by its customers;
- (iii) the operational main and source codes of software described on Schedule "A" which are in the possession of the Seller;

provided, that Buyer specifically agrees and acknowledges that Seller has previously transferred and assigned all of its Canadian rights, title and interest in and to AutoPoint to

Amador Business Computers, Inc., and that Buyers are not obtaining hereby any rights to use, license or sublicense AutoPoint in Canada.

(b) On the Closing Date (as hereinafter defined) Seller shall sell, transfer and convey to AIC all of its right, title and interest to the following assets (collectively, the "Purchased Assets"):

- (i) AutoPoint, including the right to the use, marketing and development of the same in the United States. Anything herein to the contrary notwithstanding, AIC acknowledges that the Seller is the holder of a license from Southwares Innovation Inc. with respect to certain programs included in AutoPoint and with respect to such license, Seller shall only be obligated to transfer such right and title it has in and to such portions of the program and only to the extent legally transferable pursuant to this Agreement;
- (ii) any and all other rights, if and to the extent legally transferable, arising from Seller's previous distribution of AutoPoint to customers. AIC will be designated to be the owner and proprietor of the source code with respect to AutoPoint, subject to any rights of third parties therein, and will be entitled to the unlimited and exclusive uses thereof, subject always to all prior grants of rights and interests to third parties in and to AutoPoint, if any;
- (iii) all of Seller's right, title and interest in and to the use and benefit of the trademark (the "Trademark") described as:

AutoPoint - Registration Number 1,334,114;

- (iv) the equipment and other fixed assets (the "Fixed Assets") set forth on Schedule "B" attached hereto.

2. Assumption of Contracts and Other Obligations.

- (a) On the terms and subject to the conditions set forth in this Agreement, on the Closing Date Seller will assign to AOA all of Seller's right, title and interest under the contracts (the "Assigned Contracts") listed on Schedule "C" attached hereto, and AOA will assume and pay, perform, discharge and be responsible for all obligations and liabilities of Seller under the Assigned Contracts which accrue from and after the Closing Date.
- (b) In addition to the assumption of the Assigned Contracts, Buyers will assume and pay, perform, discharge and be responsible for the following obligations and liabilities of Seller (the "Miscellaneous Assumed Liabilities," and together with the obligations and liabilities assumed by AOA pursuant to Section 2(a) hereof, the "Assumed Liabilities"):
 - (i) AOA will assume all obligations of Seller to Data General pursuant to the Service Manager Agreement dated December 5, 1994, as amended and extended, arising on or after May 26, 1999 and all obligations of Seller to pay \$26,727 to Cooperative Computing, Inc. pursuant to the Computer Software Distribution Agreement effective October, 1998;
 - (ii) AOA will assume the accounts payable of Seller as of May 1, 1999. A recent schedule of accounts payable as of March 24 1999 is set forth on Schedule E attached hereto, except as otherwise set forth herein; and

- (iii) AIC will assume Seller's obligation to pay bonuses and other amounts to Seller's employees as set forth on Schedule "D" attached hereto.

3. Purchase Price.

On the Closing Date, Buyer shall pay to Seller as the purchase price (the "Purchase Price") for the Purchased Assets by irrevocable wire transfer the aggregate amount of Seventeen Thousand Four Hundred and Forty-Eight U.S. Dollars (\$17,448.00). The Purchase Price for each of the Purchased Assets shall be allocated \$10,000 to AutoPoint and the Trademark and \$7,448 to the Fixed Assets. Additionally, Buyers shall bear all costs and expenses associated with filing the assignment and transfer documents with any relevant governmental authority, and shall pay any transfer fees associated with the registration of the assignments of AutoPoint and the Trademark.

4. Sale at Closing.

The sale, transfer, and assignment by Seller of the Purchased Assets to Buyers, and the assumption by Buyers of the Assumed Liabilities as herein provided, shall be effected on the Closing Date by the execution and delivery by Seller and (i) AIC of an AutoPoint Assignment and Transfer Agreement, pursuant to which Seller will transfer all of its right, title and interest in and to AutoPoint to AIC, (ii) AIC of a Trademark Assignment, pursuant to which Seller will transfer all of its right, title and interest in and to the Trademark to AIC, and (iii) AOA of an Assignment and Assumption Agreement, pursuant to which Seller will transfer all of its right, title and interest in and to the Assigned Contracts to AOA, and AOA will assume all of Seller's duties, liabilities and obligations under the Assigned Contracts.

5. Conditions Precedent of Seller.

The obligations of the Seller to consummate the transactions under this Agreement are subject to the satisfaction (or waiver in writing) of each, every and all of the following conditions:

- (a) Buyers shall have performed and complied with all material agreements and conditions required by this Agreement to be performed and complied with by them;
- (b) The representations and warranties of Buyers set forth herein are, in all material respects, true and correct as though made on and as of Closing Date;
- (c) Buyers shall have delivered all items and satisfied all material obligations required of them in Section 8; and
- (d) To the extent required, the lenders that have provided Seller with debtor-in-possession financing shall have consented to the consummation of all of the transactions contemplated by this Agreement and such consent shall remain in full force and effect and shall be for the benefit of the Buyers on the Closing Date.

The requisite notice period under the Order (as defined in Section 9(d)) shall have expired and no objection to the consummation of the transactions hereunder shall have been received.

In the event that any of the aforesaid conditions precedent are not satisfied or waived, this Agreement shall terminate and Seller shall be relieved from any and all obligations under this Agreement.

6. Conditions Precedent of Buyers.

The obligations of Buyers to consummate the transactions under this Agreement are subject to the satisfaction (or waiver in writing) of each, every and all of the following conditions:

- (a) Seller shall have performed and complied with all material agreements and conditions required by this Agreement to be performed and complied with by it;
- (b) Seller shall have delivered to the Buyers a certified copy of the Order permitting the Seller to close the transactions contemplated by this Agreement and such Order will provide that the Buyers are entitled to receive transfer of title of AutoPoint free and clear of any and all encumbrances, and that the rights of all claimants, encumbrances or creditors will only attach to the sale proceeds and not to the assets being sold to the Buyers hereunder;
- (c) The representations and warranties of Seller set forth herein are, in all material respects, true and correct as though made on and as of the Closing Date; and
- (d) The requisite notice period under the Order shall have expired and no objection to the consummation of the transactions hereunder shall have been received.

In the event that any of the aforesaid conditions precedent is not satisfied or waived, this Agreement shall terminate and Buyers shall be relieved from any and all obligations under this Agreement.

In the event that this Agreement is terminated as a result of a willful breach by Seller of its representations, warranties or other obligations hereunder at any time, Buyers' sole and exclusive collective remedy will be to receive a sum, as liquidated damages and not as a penalty, in an amount not to exceed Five Thousand (\$5,000.00) U.S. Dollars in the aggregate, equal to

Buyers' documented, commercially reasonable damages (including claims, liabilities, expenses, reasonable out-of-pocket costs and other legally recoverable damages).

7. Closing; Closing Deliveries; Post Closing Payments.

The Closing shall be on the business day immediately following the satisfaction or waiver of all of the conditions to closing set forth in Section 6 and Section 7 above (the "Closing Date") at such time and at such place or places as the parties hereto may from time to time mutually agree, provided, however, that in no event shall the Closing occur on a date later than July 15, 1999.

At the Closing, Seller shall deliver to or shall have previously delivered to Buyers the following:

- (a) The documents listed in Section 4 hereof.
- (b) A certificate executed by the duly authorized corporate Secretary of Seller evidencing that the transactions contemplated by this Agreement have been authorized by all requisite corporate action on the part of Seller;
- (c) A certificate, executed by a duly authorized officer of Seller, to the effect that the conditions to closing set forth in Section 7(a) and 7(c) have been satisfied;
- (d) Such other documents as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

At the Closing, Buyers shall deliver to Seller:

- a. Funds in an amount equal to the Purchase Price.
- b. The documents listed in Section 4 hereof.

- c. Certificates executed by the duly authorized corporate Secretaries of each of the Buyers evidencing that the transactions contemplated by this Agreement have been authorized by all requisite corporate action on the part of each of the Buyers;
- d. Certificates executed by duly authorized officers of each of the Buyers to the effect that the conditions to Closing set forth in Sections 6(a) and 6(b) have been satisfied; and
- e. Such other documents as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

8. Seller's Representations.

- (a) The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate action on the part of Seller. All documents required by this Agreement to be executed and delivered by Seller to Buyers will at the Closing constitute legally valid and binding obligations of Seller enforceable according to their terms, subject to the receipt of the Order and receipt of any consent, waiver or approval of the debtor-in-possession lenders required for the transactions contemplated herein.
- (b) Seller is the owner of AutoPoint, the Trademark and the Fixed Assets existing as of the date hereof subject, with respect to AutoPoint and the Trademark, to all rights of third parties, if any, therein. Seller will have, and at the Closing Date AIC will receive, good and valid title to AutoPoint, the Trademark and the Fixed

Assets free and clear of any liens or encumbrances to the extent provided in the Order;

- (c) Except as expressly set forth in this Agreement and any certificate or instrument delivered pursuant to the terms hereof, Seller makes no representations or warranties with respect to its business or its operations, assets (including, without limitation, AutoPoint, the Trademark, and the Fixed Assets), liabilities or conditions, including any representation or warranty of merchantability, suitability or fitness for a particular purpose, or quality, or as to the condition or workmanship thereof, or the absence of any defects therein, whether latent or patent. AutoPoint, the Trademark and the Fixed Assets are to be conveyed hereunder "AS IS", "WHERE IS", and "WITH ALL FAULTS" on the date hereof and in their present condition, subject to reasonable use, wear and tear between the date hereof and the Closing Date, and Buyers shall rely upon its own examination thereof;
- (d) The Bankruptcy Court entered an Order (the "Order") on February 26, 1999 approving miscellaneous asset sales by Seller, providing that written notice of such asset sale be given to Counsel for the committee of unsecured creditors and to Counsel for the debtor-in-possession lenders, five business days prior to the closing of such asset sale. The consummation of the transactions contemplated hereby are authorized by the Order.

9. Buyers' Representations.

Buyers hereby jointly and severally make the following representations and warranties:

- (a) Each Buyer is a corporation duly organized, validly existing and in good standing under and by virtue of the laws of the jurisdiction of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby and the execution delivery and performance of this Agreement by Buyers will not result in or constitute a breach of any term or provision of, or default under, the articles or certificate of incorporation or the by-laws (or other applicable organizational document) of either Buyer or any other contract, instrument, agreement or understanding to which either Buyer is a party or by which either is bound;
- (b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby in accordance with the terms of this Agreement do not conflict with or constitute a default under any law or any judgment order, writ, injunction or decree of any court, governmental agency, bureau or arbitration tribunal. Buyers are not a party to, subject to, or bound by any judgment or order of any court, agency or other governmental body which could or may prevent the execution or consummation of this Agreement;
- (c) The execution, delivery and performance of this Agreement and the transactions contemplated herein by Buyers have been duly and validly authorized by all requisite corporate action and proceedings, including, but not limited to, actions and proceedings of Buyers' boards of directors. All documents required by this Agreement to be executed and delivered by Buyers to Seller constitute legally valid and binding obligations of Buyers enforceable according with their terms;

- (d) There are no actions, suits, arbitrations or other legal or administrative proceedings pending or threatened against Buyers which could materially and adversely affect Buyers' performance of this Agreement and Buyers do not know or have reason to be aware of any bases for the same;
- (e) Buyers have been provided with all information, financial and other, necessary for Buyers to make a decision to purchase the assets which are the subject of the Agreement and no representations have been made to Buyers by Seller or anyone else as to what the performance of Buyers' businesses shall be as a result of the transactions contemplated herein.

10. Effective Time of Closing.

The purchase, sale and transfers provided for herein shall be effective as of the Closing Date.

11. Failure to Obtain Necessary Consents; Indemnity.

Buyers shall use commercially reasonable efforts to obtain the consent of any party (other than that of Seller's debtor-in-possession lenders) or parties necessary to consummate the transactions contemplated hereby. In particular Buyers acknowledge that they have agreed to assume the responsibility of obtaining any requisite consent of Southware Innovations Inc. to the assignment and sale by the Seller to Buyers as provided for herein. The Parties further agree that if any requisite consent or consents of Southware Innovations Inc. are not obtained prior to the Closing Date the failure to obtain any such consent or consents shall not prevent the consummation, of the transactions contemplated by this Agreement from occurring and in such event the Buyers shall indemnify and hold the Seller harmless from any loss, claim, cost or expense (including reasonable attorneys' fees) incurred by Seller and its affiliates in connection

with the consummation of the transactions contemplated herein without having obtained any such consent.

12. Miscellaneous.

- (i) Counterparts: This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute on and the same instrument hereof
- (ii) Modifications: This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and may not be amended or modified in any respect and to any extent whatsoever, except by instrument in writing, executed by each of the parties hereto.
- (iii) Expenses: Except as otherwise provided herein, each party to this Agreement shall pay its own expenses (including, without limitation, fees and expenses of auditors and legal counsel) incident to the transactions contemplated by this Agreement.
- (iv) Entire Agreement: This Agreement, together with any schedules or exhibits attached hereto and made a part hereof contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements made by the parties with respect to such subject matter.
- (v) Invalidity: The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be

unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provisions severed or as modified by such court.

- (vi) Effect of Execution: Until execution by all parties this is a draft and is neither an agreement between the parties nor an embodiment of any prior oral agreement. When and if this document is fully executed, it shall become the Agreement of the parties.
- (vii) Section and Other Headings: The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Reference to "Sections," "Exhibits" and "Schedules" refer to Sections of this Agreement and Exhibits and Schedules annexed to this Agreement. Terms used in the Exhibits and Schedules which are defined in this Agreement shall be given the same definitions in the Exhibit and Schedule as in this Agreement.
- (viii) Governing Law; Jurisdiction: This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the State's principles of conflict or choice of laws. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, the parties hereto irrevocably elect the Bankruptcy Court as the sole judicial forum for the adjudication of any matter arising under or in connection with the Agreement, and consent to the jurisdiction of, the Bankruptcy Court in any adjudication of any matter arising under, or in connection with this, Agreement.

13. Further Acts.

Buyers and Seller shall do or cause to be done all such other further acts and things, including, but not limited to the user of commercially reasonable efforts to satisfy promptly all conditions precedent to the obligations of the other party to consummate the transactions contemplated by this Agreement and shall execute or cause to be executed all such further deeds, documents, instruments as may be necessary for the purpose of completing the transactions contemplated by this Agreement.

14. Successors and Assigns.

This Agreement shall enure to the benefit of and be binding upon the Seller and the Buyer, together with their respective heirs, executors, administrators and successors.

15. Counterparts.

This Agreement may be executed by the Parties in counterpart and by telecopy and if each of the Parties has executed one copy of the Agreement, and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

IN WITNESS WHEREOF the Parties have hereunto executed and delivered this Agreement as of the day, month and year first above written by the hands of its duly authorized officers.

AMADOR INTERNATIONAL
CORPORATION

By: *R. Bond* *Aug 6/99*
Name: RALPH LEIGH BOND
Title: *President*

AMADOR OF AMERICA, INC.

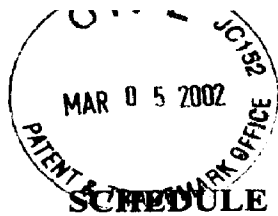
By: *R. Bond* *Aug 6/99*
Name: RALPH LEIGH BOND
Title: *President*

PARTS, INC.

By: *Dale K. Harbour*
Name: DALE K. HARBOUR
Title: VICE PRESIDENT

SCHEDULE A

Icobol and C programs which constitute the software known as AutoPoint, AutoLink and AutoStock, including all programs related to price update production, product support system and PC support software



SCHEDULE B

FIXED ASSETS

I.

- 10 L-shaped cubicles with overhead bookshelves (computer desks), office chairs, office mat.
- 1 AV9500 (PPA1) DG/UX, 2 CPU's, 256 MB Memory, 2 QIC 525 MB tape, 1 9-track, Clariion Array 7 4MM tape drives, Clariion Array - 7-4.2 GB drives, 8-2.1 GB drives, 1-4.2 GB spare, 1-2.1 GB spare.

AND/OR

- 1 AV5500 (DEV1) DG/UX, 2 CPU's, 256 MB Memory, 1 QIC 525 MB tape, 1 9-track, 1-4MM and 1-8MM tape drives, 1 CD ROM, 2-1 GB drive, 1-2 GB drive, Clariion Array - 7-4.2 GB drives.
- 6 (Office PC's) Pentium 133, 32-64 MB Memory, 2 GB drives, CD-ROM drives, MAG 15 in. Color Monitors, keyboards, mouse, software.
- 2 spare Pentium 200+ systems for demo, training, and spare parts, and inventory.

II.

- File Cabinets plus extra for invoice copies, etc.
- Locked File Cabinet for Supplies
- Book Shelves - at least four or five
- Foldout Tables (building PC's, classroom, work tables)
- 1-2 Fax machines
- Copy Machine (Xerox 5034)
- Conference Room table and chairs
- White board
- Overhead projector & B&W LCD
- Chairs for the training room
- Shelving for equipment storage
- Telephone System and phones

III.

- 1 486/50TE2(DEV3) I/UNIX, 1 CPU, 32 MB Memory, 2-520 MB drives, 1-1.44 MB floppy, 1-1.2 MB floppy, 1 QIC520 MB tape.
- 1 DG Pentium 200, Linux, 1 CPI, 16 MB Memory, 1 GB drive.
- 1 DG 466P, Ms-Dos
- 1 DG LDM 800 Main Printer
- 2-3 DG Mod 6892 Laser Printer with 286/368 printer server for each and printer stands.
- Okidata 320 Turbo Printers and printer stands.
- 1-2 Termserver
- Switch Box (8 ports)
- SynOptics Hub, Model 2310, 36 ports.
- 1-2 Racks to hold the SynOptics Hub and Termserver.
- 1-2 DG 6892 Laser Printers
- Miscellaneous parts
- Modems for the system.

F & E	Part				
Number	Number	Description	Serial Number	Colour	Location
	5000	KX-B520 White Board - Panasonic		Grey	Conference
	5001	White Board - 48" x 96"		White	Conference
	5002	Table Boardroom - 45" x 118"		Dark	Conference
	5003	Chair		Maroon	
	5004	Chair		Maroon	
	5005	Chair		Maroon	
	5006	Chair		Maroon	
	5007	Chair		Maroon	
	5008	Chair		Maroon	
	5009	Chair		Maroon	
	5010	Chair		Maroon	
	5011	Fax - Brother Intellifax 600	L21489117		
	5012	Overhead Projector			Conference
	5013	Table 18" x 32"			
	5014	Map - USA 46" x 65"			Conference
	5015	Chair		Maroon	
	5016	Chair		Maroon	
	5017	Chair		Maroon	
	5018	Chair		Maroon	
	5019	Chair		Maroon	
	5020	Chair		Maroon	
	5021	Chair		Maroon	
	5022	Chair		Maroon	
	5023	Desk		Grey	Lisa
	5024	Desk & Hutch		Grey	Support
	5025	Desk & Hutch		Grey	Support
	5026	Desk & Hutch		Grey	Support
	5027	Desk & Hutch		Grey	Support
	5028	Desk & Hutch		Grey	Support
	5029	Desk & Hutch		Grey	Support
	5030	Desk & Hutch		Grey	Support
	5031	Desk & Hutch		Grey	Support
	5032	White Board		White	
	5033	Fax Machine			Program
	5034	Chair		Burgundy	John Coons
	5035	Bookshelf - 42"		Black	
	5036	Cabinet with blue doors		Grey	
	5037	Cabinet with blue doors		Grey	
	5038	Cabinet with blue doors		Grey	
	5039	Cabinet with blue doors		Grey	
	5040	Filing Cabinet - 4 Drawer		Black	
	5041	Filing Cabinet - 4 Drawer		Black	
	5042	Desk - 30" x 48"		Grey	Lori
	5043	Desk & Hutch 30" x 60"		Grey	Lori
	5044	Desk - 24" x 36"		Grey	Lori
	5045	Video Displays (2)/Camera/Radio Buttons (2)			Lori/Support
	5046	Bookcase 12.5" x 35" x 41"		Black	

5047	Typewriter	Lori
5048	Ibico Binding Machine	
5049	Cabinet 18" x 36" x 72"	Grey
5050	Racking - Metal (4)	Grey
5051	Filing Cabinet - 4 Drawer	Cream
5052	Filing Cabinet - 4 Drawer	Cream
5053	Filing Cabinet - 4 Drawer	Cream
5054	Filing Cabinet - 4 Drawer	Cream
5055	Filing Cabinet - 4 Drawer	Cream
5056	Bookcase 12.5" x 35" x 41"	Black
5057	Filing Cabinet	Black
5058	Table - Folding 30" x 72"	
5059	Bulletin Board - 48" x 72"	
5060	Filing Cabinet	Black
5061	Racking - Metal	Grey
5062	Cabinet 18" x 36" x 72"	Black
5063	Racking - Metal	Grey
5064	Filing Cabinet - 2 Drawer	Black
5065	Filing Cabinet - 2 Drawer	Black
5066	Filing Cabinet - 4 Drawer	Black
5067	Wheeler - 2 Wheel	
5068	Filing Cabinet - 2 Drawer	Black
5069	Table - Folding 30" x 72"	
5070	Table - Folding 36" x 72"	
5071	Table - Folding 30" x 96"	
5072	Table - Folding 30" x 72"	
5073	Table - Folding 30" x 72"	
5074	Filing Cabinet - 2 Drawer	Black
5075	Cabinet with blue doors 16" x 36" x 83"	Grey
5076	Cabinet with blue doors 16" x 36" x 83"	Grey
5077	Cabinet with blue doors 16" x 36" x 83"	Grey
5078	Cabinet with blue doors 16" x 36" x 83"	Grey
5079	Racking - Steel	Grey
5080	Racking - Steel	Grey
5081	Racking - Steel	Grey
5082	Tape Storage Rack	Black
5083	Tape Storage Rack	Black
5084	Tape Storage Rack	Black
5085	Tape Storage Rack	Black
5086	Racking - Steel	Grey
5087	Racking - Steel	Grey
5088	Racking - Steel	Grey
5089	Racking - Steel	Grey
5090	Racking - Steel	Grey
5091	Ladder - Mobile Step	
5092	Air Compressor	
5093	Vacuum Cleaner	
5094	Vacuum Cleaner	
5095	White Board	

5096	Photo Copier		
5097	Cabinet 13" x 35" x 52"	Black	
5098	Cabinet 13" x 35" x 52"	Black	
5099	White Board		
5100	Chair	Maroon	
5101	Chair	Maroon	
5102	Chair	Maroon	
5103	Chair	Maroon	
5104	Chair	Maroon	
5105	Chair	Maroon	
5106	Bookcase 72"	Black	
5107	Bookcase 42"	Black	
5108	Bookcase 42"	Black	
5109	Racking - Metal	Grey	
5110	Bookcase - 34.5" x 78"	Black	Program
5111	Bookcase - 34.5" x 41"	Black	
5112	Bookcase - 34.5" x 41"	Black	
5113	Weigh Scale		

New Qty. Used Qty.

P266							
Serial Number	DG PO #	Order Date	Cost	Comments			
83013454AQ	4329	9/8/98	\$5,915.00	Replacement system for Johnsonburg, New Demo. in the vault			
P266 Total			\$5,915.00				

P200							
Serial Number	DG PO #	Order Date	Cost	Comments			
8127258	4193	2/24/98	\$4,330.70	Built as a DOS System for Platte - in the vault			
8127259	4193	2/24/98	\$5,102.70	Jon built - in the vault			
7815008	4174	9/10/97	\$5,836.68	Special order for Bakersville (2) 4GB in Chuck's old office - test sys			
7603011	4148	7/2/97	\$4,956.58	Shipped to Central in Prescott, AZ. We never billed this system. demo - in the vault			
7312011	4148	5/12/97	\$5,306.70	Used in the training room across the street, Chuck's demo (very used) in the vault			
7908096	4174	9/15/97	\$5,132.56	Carla's demo system (used) in route back to Memphis			
7603002	4148	7/2/97	\$4,956.58	Herb's demo system (used) in route back to Memphis			
7305076	4130	4/10/97	\$5,131.80	Mac's demo system (used) programming is using for test			
6N21282	✓ 4101	12/26/96	\$4,981.80	Diane's demo system (used) located in the conf. room			
P200 Total			\$45,736.10				

FTX P200							
Serial Number	DG PO #	Order Date	Cost	Comments			
7305114	4130	4/10/97	\$5,131.00	FTX #13 Company Store kept the system to complete inventory- (used) in the vault			
7305127	4130	4/10/97	\$5,131.00	FTX #22 Company Store kept the system to complete inventory- (used) in the vault			
FTX P200 Total			\$10,262.00				

Avion 5500							
Serial Number	DG PO #	Order Date	Cost	Comments			
87890			\$31,361.40	FTX Avion 5500 System			
Avion Total			\$31,361.40				

UPS							
11 APC Battery	Backups	11 X 237.00	\$2,607.00				
BP201C008	FTX Battery		\$951.75	Returned from FTX			
UPS Total			\$3,558.75				

8 PORT MUX							
1362194			\$994.00	Returned from FTX			
1362214			\$994.00	Returned from FTX			

V.3229

19949798

Mux & Modem Total

\$544.00 Returned from FTX
\$2,532.00

Cash Drawer

Cash Drawer

Cash Drawer Total

5 X 270.00
\$1,350.00 Returned new from Car Parts - in the vault
\$1,350.00

Misc. Supplies

Tapes & Labels

Cost
\$3,960.68

33.3 Modems

33.3 Modems

Modem Total

12 X 159.00
\$1,908.00 In the vault
\$1,908.00

OKI 320 Turbo

OKI Turbo Printe

26 X 360.00 Printers returned from FTX, all are previously used equipment
5 X 371.00 New Vault
8 X 360.00 Demo in the vault
\$371.00 Demo Jim Holloway's office
\$364.00 Demo Conference room
\$360.00 Demo Conference room
\$3,960.00 Demo used Computer Room
\$1,820.00 New Vault
\$299.00 Billing Cubicle
\$364.00 Jim Weeks office
\$21,633.00

Printer Total

D1600i Crt & K

OWX16700041

OWX167001589

7 X 299.00

\$2,093.00 Demo Crt's in the vault
\$2,691.00

Cost	Comments
\$299.00	
\$299.00	
\$2,093.00	Demo Crt's in the vault
\$2,691.00	

D1200i Crt & KB
D1200i Crt & Kb
D1200i Total

28 X 256.00 **\$7,168.00** CRT's returned from FTX, all are previously used equipment
\$7,168.00

28

	New	Total	Used
P266 Total	1	5,915.00	5
P200 Total	4	20,226.66	2
FTX P200 Total			1
Avion Total			
UPS Total	11	2,607.00	
Misc. Cables & Adapters		1,500.00	
Mux & Modem Total			2/1
Cash Drawer Total	5	1,350.00	
Tapes & Labels		3,960.68	
The Stick, Cube & Surge		1,500.00	
Modem Total		1,908.00	
Printer Total	10	3,675.00	50
D1600i Total	2	598.00	7
D1200i Total			28
TOTAL		\$43,240.34	

SCHEDULE C

Schedule of Agreements To Be Assumed And Assigned

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
A-1 Automotive Inc.	305 Broadway Taunton, MA 02780	Rodney Schuster Paul Kachapis	2/22/94	\$0
Abingdon Auto Supply	1024 West Main Street Abingdon, VA 24210	Mark Godsey Harold Godsey	7/26/93	\$0
Ackerman Auto Parts	Hwy 12 East P. O. Box 453 Ackerman, MS 39735	Joel Barksdale	4/29/97	\$0
Adkins Auto Parts	Route 20 North P. O. Box 444 Craigs ville, WV 26205	Mark Ratcliff Jim Adkins	2/10/94	\$0
Airport Auto Parts	5231 Aero Dr. Santa Rosa, CA 95403	Rich Romero	2/23/98	\$0
Airport Auto Parts Company	3411 Winchester Memphis, TN 38118	Tommy Elmore	4/1/91	\$0
Alko Automotive	6113-15 West Roosevelt Cicero, IL 60650	Teresa Mudjer	9/24/86	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
All Star Auto & Tractor Parts	103 Main Street Grantsville, MD 21536	Billy Bender	10/31/97	\$0
American Car Parts Company Ft. Stockton	909 North Nelson P. O. Box 340 Ft. Stockton, TX 79735	Robert Sadler	10/4/95	\$0
Armstutz Auto Parts	328 N. Trimble Road Mansfield, OH 44906	Rusty Armstutz Tim Armstutz	8/6/91	\$0
Andrew's Auto Parts, Inc.	102 Main Street Andrews, SC 29510	Levon Mixon Phillip Mixon	5/16/91	\$0
Apponaug Auto Supply	3666 W. Shore Rd. Warwick, RI 02886	Jim Conway	4/23/97	\$0
Art City Auto Supply	14 North Main Springville, UT 84663	Kib Holt	10/22/97	\$0
Art's Auto Parts	4 Elm Street Epping, NH 03042	Art Martel Paul Kachapis	4/13/92	\$0
Atoka Auto Salvage	Highway 3 & 7 Atoka, OK 74525	Mike Nobbs	2/19/97	\$0
Auto & Speed Parts	4450 Dorchester Road Charleston Heights, SC 29405	Ricky Spivey	2/19/88	\$0
Auto & Tractor Parts	913 East Avenue North Hollandale, MS 38748	William Tolliver, Jr.	2/14/95	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Bayou Auto Parts	12970 North Winzell Avenue Bayou LaBatre, AL 36509	Daniel Zirloff	1/27/99	\$0
Bayou Vista Auto Parts	Highway 90 and Fairview Bayou Vista, LA 70381	Karen Dupre	10/28/96	\$0
Beck's Farm Equipment, Inc.	801 Fifth Street Edgar, NE 68935	Darrell Beck	2/5/93	\$0
Bennettsville Auto Parts	303 East Main Street Bennettsville, SC 29512	Richard Richard Peele	6/5/90	\$0
Big A of Desert Hot Springs	13175 Palm Drive Desert Hot Springs, CA 92240	Dave	6/10/98 System Installation Date	\$0
Big A of East Mesa	8605 E Apache Trail East Mesa, AZ 85207	Keith Wyatt Merle Bauman	7/1/98	\$0
Big A of Globe	2040 Hwy 60-70 Globe, AZ 85501	Bob Grabe Merle Bauman	7/1/98	\$0
Big A of Hemet	740 W. Florida Ave. Hemet, CA 92543	Rick Shulles Merle Bauman	7/1/98	\$0
Big A of Holbrook	116 E Hopi Drive Holbrook, AZ 86025	Jeff Font Merle Bauman	7/1/98	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Big A of Indio	45460 Fargo Indio, CA 92201	Don Hubbard	6/8/98 System Installation Date	\$0
Big A of Lawton	4305 Cache Rd. Lawton, OK 73505	Bob Wood	9/10/91 System Installation Date	\$0
Big A of Magee	278 Simpson Hwy 149 Magee, MS 39111	Roger Kennedy Billy Ray Hankins	2/26/92	\$0
Big A of McKinney	411 Erwin St. McKinney, TX 75069	Randy	8/5/91 System Installation Date	\$0
Big A of Mt. Pleasant	11300 Ferguson Mt. Pleasant, TX 75456-1052	Larry Thomas	10/18/89 System Installation Date	\$0
Big A of Newhall	24535 San Fernando Rd. Newhall, CA 91321	Bill Clark	7/15/98 System Installation Date	\$0
Big A of Palm Desert	73468 Hwy 111 Palm Desert, CA 92260	Jim Snyder	6/17/98 System Installation Date	\$0
Big A of Payson	805 South Beeline Hwy. Payson, AZ 85541	Merle Bauman	7/1/98	\$0
Big A of Pinetop	857 E. White Mtn Blvd. Pinetop, AZ 85935	Michael Langteau Merle Bauman	7/1/98	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Big A of Prescott Valley	8301 E. Hwy 69 PO Box 26411 Prescott Valley, AZ 86314	Merle Bauman	7/1/98	\$0
Big A of Show Low	859 E. Cooley Show Low, AZ 85901	Bill Fenstermaker Merle Bauman	7/1/98	\$0
Big A of Springerville	309 East Main Street Springerville, AZ 85938	Steve Erhart	1/22/98	\$0
Big A of Yucca Valley	56315 29 Palms Hwy Yucca Valley, CA 92284	Larry	7/20/98 System Installation Date	\$0
Big Bend Wholesale Alpine	511 West Holland Alpine, TX 79830	Robert Sadler	10/4/95	\$0
Bishopville Parts Plus	204 Gregg P.O. Box 228 Bishopville, SC 29010	Olin Price	4/14/95	\$0
Blue Rapids Auto & Hardware	#10 Public Square Blue Rapids, KS 66411	Mark Rowe	8/4/93	\$0
Brook's Parts Plus	314 South Poplar Stratford, TX 79084	Ron Brooks	4/19/94	\$0
Brown's Auto Parts	Hwy 2 & 71 Clarinda, IA 51632	Krisi Brown	6/15/98	\$0

Name of Contract Party	Address	Contact Person(S)	Date of Contract	Cure Amount
Brown's Auto Parts #2	607 Madison Street Bedford, IA 50833	Kristi Brown	6/15/98	\$0
Burch's Auto Parts	117 N Main P.O. Box 185 Yale, OK 74085	Fred Butcher	3/12/96	\$0
Butler Auto Parts	180 Claude Matherly Rd. Butler, TN 37640	Mack Matherly	2/27/92	\$0
C&G Auto Parts	Hwy 64 West P.O. Box 157 Waynesboro, TN 38485	Ronnie Camfield	12/8/94	\$0
C&O Auto Parts	101 Main Street P.O. Box 694 Collins, MS 39428	Joey Cross	4/1/96	\$0
C-S Parts & Supply	1403 Scott Street Wichita Falls, TX 76301	Gene Creech	8/18/97	\$0
C. Bennett Auto Supply, Inc.	West Railroad Street Washington, PA 15301	Ken Patress	7/26/90	\$0
Caesar's Auto Parts	301 East Haley Santa Barbara, CA 93101	Ken	1/26/98 System Installation Date	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Contract Amount
Car Parts	165 First Street Cleveland, TN 37364	Gregg Duggan Jack Duggan	8/1/97	\$0
Caravan Auto Services	P.O. Box 721 St. John, VI 00831- 0721	Sharon Ehle	5/22/95 System Installation Date	\$0
Carguest of Chino Valley	990 North Highway 89 Chino Valley, AZ 86323	Merle Bauman	7/1/98	\$0
Carr's Motor Company	153 South Main Perry, NY 14530	Herb Carr	11/23/95	\$0
Cecil's Auto Parts	6151 Macon Road Memphis, TN 38134	David Geer	5/26/94	\$0
Chief Propane, Inc.	US Hwy 160 Mile Post 394 Kayenta, AZ 86033	Royal Churchill	8/12/97	\$0
Collins Auto Parts	Hwy 61 & 14 Anguilla, MS 38721	Don Collins, Jr.	8/19/93	\$0
Collins Parts Plus	1709 New Castle Avenue New Castle, DE 19720	Richard Collins	6/22/95	\$0
Colonial Auto Parts	13 Wilkins Dr. Plainville, MA 02762	Don Coelho Paul Kachapis	10/20/89	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Curr Amount
Cramer Auto Supply	106 North 5th Street Savannah, MO 64485	Patrick/Tim/Terry Terry Trimmer	3/15/96	\$0
D&C Parts Company - Waverly	105 Pavo Avenue Waverly, TN 37185	Carmon Tefft	11/22/94	\$0
D&C Parts/Erin	609 Main Street Erin, TN 37061	Gray Deason Carmon Tefft	12/9/93	\$0
D&J Installer Express	224 Middle Street Columbia, SC 29223	Larry Jumper	2/25/98	\$0
D&N Auto Parts	1733 Commerce St. Grenada, MS 38901	O.C. Kerr	12/15/92	\$0
D&P Auto Parts	100 E Main P.O. Box 777 Coldwater, KS 67029	Pat Hess	6/2/97	\$0
D&W Auto Supply (Benton)	311 Main Street Benton, KY 52025	Lonnie Litchfield Paul Atkinson	9/3/93	\$0
D&W Auto Supply (Mayfield)	Highway 45 North Mayfield, KY 42066- 0737	Paul Atkinson	9/3/93	\$0
D&W Auto Supply (Metropolis)	208 West 8th Street Metropolis, IL 62960	Paul Atkinson	9/3/93	\$0
D&W Auto Supply (Murray)	512 South 12th Street Murray, KY 42071	Louie Greenfield Paul Atkinson	9/3/93	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
D&W Auto Supply (Union City)	131 E. Jackson Union City, TN 38621	Paul Atkinson	4/1/96	\$0
Desoto Auto Parts	33530 Lexington Avenue Desoto, KS 66018	John Flegler	9/30/93	\$0
Dickson Auto Parts	401 Hwy 46 South Dickson, TN 37056	Doug & Nancy Doug Jenkins	1/22/91	\$0
Diesel Parts Warehouse & Service	1795 New Ashland City Rd Clarksville, TN 37043	Dwight Gregory Terry Smith	7/21/94	\$0
Diesing Supply Co., Inc.	489 Main Street Poughkeepsie, NY 12601	Paul Petkanas	6/22/97	\$0
Doug's Auto Supply	40 North Main Payson, UT 84651	Kib Holt	10/22/97	\$0
Doyle's Auto Parts	Main Street Rutledge, TN 37861	Doyle Roberts	2/14/94	\$0
Durrant Autoplex	4601 East Hwy 377 Granbury, TX 76048	Tom Durrant	2/20/98	\$0
Dyer Auto Parts	394 East Church Street Lexington, TN 38351	Emmitt Blankenship	4/9/91	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Quire Amount
E. B. Collins, Inc.	214 West Main Danville, IL 61834	Kent Janesky	4/3/97	\$0
Eastside Auto Parts	802 East Church Street Booneville, MS 38829	Billy Sartain	5/25/93	\$0
Eddie's Auto Parts	200 South State Street Newport, AR 72112	Eddie Carpenter	12/10/91	\$0
El Paso Auto Supply	129 W. Madison Derby, KS 67037	Jim Gilmore	9/29/93	\$0
Ellsworth Tractor Service	Highway 156 & Kunkle Driv. Ellsworth, KS 67439	John Kanak	10/23/97	\$0
English Auto Parts	104 Deer Lane Mansfield, LA 71052	Bubba English	3/10/98 System Installation Date	\$0
Eudora Auto Parts	10th & Ash Eudora, KS 66025	Glenn Bartlett	10/1/93	\$0
F&A Supply, Inc.	Highway 1 South P. O. Box 623 Greenville, MS 38701	Mike Brown	9/2/92	\$0
Fairview Auto Parts	126 South Main Fairview, OK 73737	Lynn Leonard	9/28/93	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Fairview Automotive	1677 Charlotte Highway Fairview, NC 28730	John Dalton	10/15/93	\$0
Farmer's Co-op Elevator Co.	206 East Main Street Plymouth, NE 68424	Mike Scusa Darol Grummer	3/27/96	\$0
Fast Lane Auto Parts	1451 Smoky Park Hwy P.O. Box 2325 Candler, NC 28715	Sandra Bailey	11/3/94	\$0
French's Auto Parts	472 Court Street Binghampton, NY 13904	Dave French	9/27/93	\$0
Fruitland Auto Supply	1611 Allens Ave. Fruitland, ID 83619	Mike Gomez	11/24/97	\$0
Ft Ashby Auto Supply	RT 28 Box 412 Ft. Ashby, WV 26719	Kevin Taylor Paul Homan	10/1/98	\$0
G and B Auto Supply, Inc.	305 Flynn Alva, OK 73717	Gary Bevis Previously Co. Store	10/9/89 System Installation Date	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Gainesboro Auto Parts	702 School Drive P.O. Box 187 Gainesboro, TN 38562	Gerald Brown	4/23/96	\$0
Garage Connection	Adamsburg and Edna Rd. Adamsburg, PA 15611	John Jubec	5/1/98 System Installation Date	\$0
Gary's Auto Parts, Inc.	Hwy 11 North Purvis, MS 39475	Gary McCarter	10/8/91	\$0
General Auto Parts	13 East 5th Street South Big Stone Gap, VA 24219	B.J. Dotson	12/5/91	\$0
GHSR Corp. dba Big A	211 Nott Hwy, Rt 74 Ashford, CT 06278	Heidi Zelanka	8/8/97	\$0
Gibson Bros. Auto & Tractor Supply	1363 Main Street P.O. Box 276 Tunica, MS 38676	David Gibson	1/11/93	\$0
Gibson Bros. Auto & Tractor Supply	118 S. Memphis Street Box 217 Holly Springs, MS 38635	Jerry Gibson	3/26/96	\$0
Gilbertown Auto Parts	Highway 17 Gilbertown, AL 36908	Linda Adams	1/31/96	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Grand Big A Auto Express	1232 Texas Street Natchitoches, LA 71457	Larry Watts	1/31/97	\$0
Grand Big A Auto Parts	1814 Highway 71 South Lecompte, LA 71346	Walter Sievers	4/23/98	\$0
Grant County Implement	2871 West Oklahoma Ulysses, KS 67880	Greg Soelter	4/14/97	\$0
Grants Car Parts	113 Gold Ave. P.O. Box 450 Grants, NM 87020	Bub Willoughby	10/29/97	\$0
Gudde Enterprises	107 N. Lexington Holden, MO 64040	Jim Gudde Franklin Gudde	5/26/95	\$0
Hammi's Parts Co.	1245 Broad St. Extended Sumter, SC 29150	Jane Hallman Ralph Hallman	10/6/93	\$0
Hanks Auto Parts	548 Bass Street P.O. Box 399 Munford, TN 38058	Tim Hanks Curtis Hanks	7/22/91	\$0
Harold's Auto Parts	Highway 1 North P.O. Box 756 Rosedale, MS 38769	Harold Register	3/17/94	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cur Amount
Harris Motor Supply Co.	108 S. Broadway Brownwood, TX 76801	Brett Starkey Ruth Corder	1/4/95	\$0
Heber Auto Parts	32 South Main Heber City, UT 84032	Jeff Schultz	1/7/98	\$0
Hedgesville Auto Parts	300 West Main Hedgesville, WV 25427	Dennis Hedges	7/14/93	\$0
Hi-Plains Auto Supply	220 South Inman Street Sublette, KS 67877	Jim Russum	4/19/95	\$0
Hick's Auto Supply	520 West National Ave Brazil, IN 47834	Troy Hicks	7/1/98 System Installation Date	\$0
Higgins Auto Parts	Route 2 Box 1 Weir, MS 39772	Thomas Higgins	4/7/95	\$0
Hill Auto Parts	280 A Turnpike Road Pontotoc, MS 38863	Brad Hill Clifton Royce Hill	2/17/92	\$0
Hill City Auto Parts	504 West Main Hill City, KS 67642	Keith Underhill	4/1/98	\$0
Hinton Auto Parts	408 Hwy 45 South Box 1457 Corinth, MS 38834	James Hurst	9/29/93	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cliff Amount
Homer Motor Supply	Village Shopping Center Homer, LA 71040	Butch Burnham	7/29/97	\$0
Hominy Auto Supply	115 East Main Hominy, OK 74035	Jim Osborn	9/23/96	\$0
Hyndman Auto Parts	Market Street P.O. Box 708 Hyndman, PA 15545-0708	Faye E. Leydig	1/7/91	\$0
Integrity Auto Parts	10472 Baker Road Lucerne Valley, CA 92356	Jim Davis	3/31/98	\$0
J & D Automotive	212 North High Street Cairo, NE 68824	Jon Schweitzer	6/26/98	\$0
JCAP, Inc.	412 West Market Street Johnson City, TN 37604	Keith Noland	6/19/97	\$0
Jim's House of Color	1572 S. Clack Ablene, TX 79605	Jim Throwbridge	2/18/94	\$0
Joyner Auto Parts	Hwy 1 PO Box 135 Patrick, SC 29584	Frankie Joyner	1/23/98	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cur Amount
Jumper Auto Parts	597 Sellers Avenue Orangeburg, SC 29115	Larry Jumper	2/25/98	\$0
Jumper Big A Auto Parts/Holly Hill	P.O. Box 476 8514 Old State Rd. Holly Hill, SC 29059	Spencer Jumper Larry Jumper	2/25/98	\$0
Jumper Big A Auto Parts/St George	324 North Parler Avenue St. George, SC 29477	Jeremy Diehl Larry Jumper	2/25/98	\$0
K & M Supply	8239 Tom Drive Baton Rouge, LA 70815	Keith Payne Steve Bowie	2/17/89	\$0
K & S Auto Supply	501 S. Main Street P.O. Box 67 King, NC 27021	Eddie Combs	9/28/93	\$0
K-D Auto Parts	100 East Spring Conway Springs, KS 67031	Kent Creed	12/16/96	\$0
K.C. Automotive, Inc.	1.6 E. Santa Fe Burlingame, KS 66413	Roger Kibbee	9/24/91	\$0
Kelly's Auto Supply	425 Rt 88 Carmichael, PA 15320	Michael Kelly	6/8/90	\$0
Keyser Auto Parts	Rt 4 Box 270 Keyser, WV 26726	Carolyn Homan Dave Homan	10/1/98	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Quote Amount
Kirk's Auto and Farm Supply	101 Main Street P.O. Box 146 Keiser, AR 72351	Bobby Kirk	2/9/96	\$0
L & D Auto Supply	Main Street Yatesboro, PA 16263	Larry Nelson	3/30/98	\$0
Lakeview Auto Parts	P.O. Box 593 Route 219 South McHenry, MD 21541	Scott Rodenston Scott Rodehaver	7/24/97	\$0
Lanard's Parts Store	Highway 78 Moro, AR 72368	Lanard Walker	10/12/93	\$0
Ledford Enterprises, Inc.	Route 2 Mars Hill, NC 28754	Mike Ledford James Ledford	12/9/91	\$0
Lee's Auto Parts	218 South Colorado Street Haxtun, CO 80731	Dave Schaefer	10/9/97	\$0
Leicester Auto Parts	513 New Leicester Hwy Asheville, NC 28806	Bruce Sharpe	2/28/92	\$0
Leland Auto Parts & Repair, Inc.	304 Church Street P.O. Box 8 Leland, MS 38756	Gloria Davis	10/9/93	\$0
Les Go Auto Parts	988 Main Street Springfield, CO 81073	Les Gentzler	12/11/97	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Linden Automotive	Highway 8 & 155 P.O. Box 930 Linden, TX 75563	Joe Early	10/12/93	\$0
Lindsly Auto Parts	236 New Roads Street New Roads, LA 70760	Curtis Lindsly	3/11/93	\$0
Loudoun Auto Parts	45529 W. Church Unit 110 Sterling, VA 20164	Ralph Simpson Tim Murray	1/3/93	\$0
Lynam Big A	6000 Summit Ridge Road Townsend, DE 19734	Alvin Lynam	4/4/95	\$0
Lynwood Auto Parts, Inc.	1601 Lynwood Drive Lancaster, SC 29720	James McAlester	11/15/96	\$0
M & L Auto Parts	306 Missouri Avenue Alma, KS 66401	Milton Stuewe Jr.	9/27/93	\$0
Madison Auto Parts	127 North Third P.O. Box 708 Madison, KS 66860	Dean Baysinger	4/22/93	\$0
Madison Auto Supply, Inc.	915 East Hwy 92 Winterset, IA 50273	Dan Madison	12/2/96	\$0
Madisonville Auto Parts	610 East Main Madisonville, TX 77864	Ron Gantz	3/29/96	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Malcom Auto Parts	202 W. Central Andover, KS 67002	Pat Malcom	10/20/95	\$0
Mattern Tire and Auto	2420 Highway 155 Palestine, TX 75801	David Mattern	9/22/94	\$0
McGehee Auto Parts & Supplies	307 South First P.O. Box 165 McGehee, AR 71654	David Phare Phil Pharr	1/5/94	\$0
Meng's, Inc.	133 East Avenue A Kingman, KS 67068	Michael Rinke	9/17/96 System Installation Date	\$0
Middleton Auto Parts	Highway 59 South Robertsdale, AL 36567	David Middleton	3/21/94	\$0
Mike's Auto Parts	104 West Cumberland Street Poplarville, MS 39470	Mike Sargent Ray Mohler	4/9/98	\$0
Minden Terminal	East Highway 6 Minden, NE 68959	Tom Sears	4/2/98	\$0
Modern Auto Colors, Inc.	2725 S. Mendenhall Ste. 6 Memphis, TN 38115	Geanie	10/26/93	\$0
Monahans Auto	1028 South Stockton Street Monahans, TX 79756	Robert Sadler	10/4/95	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Moore's Auto Parts	300 South Main Dyer, TN 38330	James Moore Fay Farris	3/26/91	\$0
Moore's Big A Auto Parts	13255 Route 6 West Corry, PA 16407	Dan Moore	3/10/97	\$0
Mountain City Motor Parts	1220 South Shady Mountain City, TN 37683	Carl Wiggins	3/21/91	\$0
Nanny Glo Auto Supply	1450 Shoemaker Street Nanny Glo, PA 15943	Dale Learn	2/6/98	\$0
National Auto Supply #1	566 Northside Drive Jackson, MS 39206	Todd	5/1/88 System Installation Date	\$0
National Auto Supply #441	203 First Street P. O. Box H Flora, MS 39071	Randy May	11/24/94 System Installation Date	\$0
National Auto Supply #451	566 W. Northside Drive Jackson, MS 39206	Daniel Putman Previous Co. Store	N/A	\$0
National Auto Supply #452	4112 Medgar Evers Boulevard Jackson, MS 39213	Charles Cole Previous Co. Store	N/A	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
National Auto Supply #453	353 Highway 51 North Ridgeland, MS 39157	Bill or Don	N/A	\$0
National Auto Supply #456	207 Peace Street Canton, MS 39046	Gerald Phillips	N/A	\$0
National Auto Supply #458	2528 Highway 80 East Pearl, MS 39208	Kelly/Barbara	N/A	\$0
National Auto Supply #459	414 Highway 61 North Natchez, MS 39120	Bob Ard	N/A	\$0
National Auto Supply #460	626 Highway 1 North Greenville, MS 38701	Bobby Williams	N/A	\$0
National Auto Supply #461	718 Bartur Street Hattiesburg, MS 39401	Harold	N/A	\$0
National Auto Supply #462	730 45th Avenue Meridian, MS 39305	Jerry Williams	N/A	\$0
National Auto Supply #477	3183 Terry Road Jackson, MS 39212	Todd Courtney	N/A	\$0
Neodesha Auto Supply	702 Main Neodesha, KS 66757	Dave Holtzman	10/4/93	\$0
Nichol's Auto Supply	509 E. Broad Street Rockingham, NC 28379	Staten Nichols	9/27/95	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
North Claiborne Motor Supply	212 Sherman Street Hayneville, LA 71038	James Roach	8/18/97	\$0
OK Auto Parts	RR 1 Box 60 Neligh, NE 68756	Leroy Reisinger Florence Knieud	4/2/98	\$0
Orange City Auto Parts	620 S. Volusia Avenue Orange City, FL 32763	John DeCrenza	4/6/93	\$0
Osceola Parts Incorporated	Highway 61 South Osceola, AR 72370	Truman Barber	9/3/91	\$0
Paints Plus L.C.	Rt 1, Box 1 Stover, MO 65078	Robert Blonstein	10/15/93	\$0
Paris Auto Parts	Route 2 Box 70 Highway 51 North Oakland, MS 38948	Kelly Paris James Paris	8/15/94	\$0
Park City Auto Parts	1727 Sidewinder Drive Park City, UT 84060	Jeff Schultz	1/7/98	\$0
Parkway Auto Parts	Rte. 3 Box 712 Spruce Pine, NC 28777	John Phillips Bill Hollifield	12/14/94	\$0
Parts Place of Charlotte County, Inc.	3796 Tamiami Trail Port Charlotte, FL 33952	Don Fleming	5/1/92	\$0
Parts Plus of Annapolis	Highway 49 Annapolis, MO 63620	Kevin Lueddecke	2/28/95	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Parts Plus of Columbia	905 Leesburg Road Columbia, SC 29209	Leonard Kurgan	9/23/93	\$0
Parts Plus of Delhi	102 West First Street Delhi, LA 71232	Ricky Norris	4/15/94	\$0
Parts Plus of Donaldsonville	Route 1 Box 277 Donaldsonville, GA 31745	Jerry Moulton	8/21/95	\$0
Parts Plus of Odessa	211 West Mason Odessa, MO 64076	Joe Kloepfel	3/14/96	\$0
Parts Plus of Providence	1146 Broad Street Providence, RI 02905	Paul Kachapis	6/24/97	\$0
Parts Plus of Richwood	18 Oakford Avenue Rickwood, WV 26261	Jim Adkins	2/10/94	\$0
Pearson's Parts and Patches	365 Goddard Avenue Ignacio, CO 81137	Clyde Pearson	7/30/97	\$0
Pecos Car Parts	202 South Cedar Pecos, TX 79772	Robert Sadler	10/4/95	\$0
Penn Jersey Boxwood	609 S. Maryland Avenue Wilmington, DE 19804	Ken Youse Jim Myers	3/24/92	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Pennsylvania Auto Supply	8934 North Westland Drive Gaithersburg, MD 20877	William Wolf Doug Wolf	3/21/95	\$0
Performance Parts, Inc.	819 N. Magnolia Ocala, FL 32670	Bill Roberts	11/25/94	\$0
Pickens Auto Parts	Highway 51 North, Box 267 Pickens, MS 39146	Mickey Ellis	9/27/93	\$0
Pierson Auto Parts	284 Center Street Pierson, FL 32180	Nestor Lys	6/2/93	\$0
Pine Auto Parts	Route 273 & Pranges Lane New Castle, DE 19720	Tom Pine Egan Hoy	8/10/93	\$0
Pioneer Parts Plus, Inc.	Route 1 Box 327 Masontown, WV 26542	Greg Street	6/2/94	\$0
PJ'S 5 West Automotive, Inc.	Route 5 & 20 Silver Creek, NY 14136	Peggy Maedl Tom Brown Jr.	3/12/93	\$0
Precision Auto Truck and Tractor	700 N. Main Pleasanton, KS 66075	Terry Thomas	10/17/91	\$0
Preston Auto Parts	308 Kingston Kingwood, WV 26537	Tom Teets James Feets	3/21/92	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Price's Auto Parts	Rt #1 Box 201A Warrenton, GA 30828	Teddy Reese Harold Price	4/18/98	\$0
Quality Auto Parts	111 Bowden P.O. Drawer 450 Frisco City, AL 36445	William House	5/10/94	\$0
Quality Auto Parts	409 East Motel Drive Lordsburg, NM 88045	Jose Gonzales	1/10/98	\$0
Quality Auto Supply	310 Highway 82 West Indianola, MS 38751	David Fratesi Gary Fratesi	5/25/95	\$0
Quality Parts & Service	211 Fleming Street Laurens, SC 29360	Albert Jacks	1/17/94	\$0
R & R Auto Electric	15008 Marlboro Pike Upper Marlboro, MD 20772	James Rudgeley	6/2/94	\$0
R & R Auto World	584 W. Main Street Meriden, CT 06451	Ron Canning	3/4/97	\$0
R & S Parts Plus	2026 West Sixth El Dorado, KS 67042	Lola Roberts	8/18/92	\$0
R&K Motor Parts	1101 Main Street Creighton, NE 68729	Kay Morrill	8/14/97	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Rains Auto Supply	200 West 2nd P.O. Box 9 Kenly, NC 27542	Roy Pope	9/18/97	\$0
Ralph's Auto Parts	601 S. Jackson Hugoton, KS 67951	Ralph Rodgers	8/7/97	\$0
Ramsey's Auto Parts	1700 North Summit Arkansas City, KS 67005	Terry Ramsey	5/5/92	\$0
Rex's Auto Parts	Hwy 14 East Mountain View, AR 72560	Rex Simmons	8/26/89	\$0
Rice Auto Parts, Inc.	201 Pearl Street Augusta, AR 72006	Noel Madison	10/28/93	\$0
Rice County Implement, Inc.	1019 West Main Street Lyon, KS 67554	Roger Proffitt	7/2/97	\$0
Richardson Auto Parts	504 West 3rd Street Chadron, NE 69337	Norm Richardson	1/22/97	\$0
Ricks Auto Parts	8951 Alpha Avenue P.O. Box 368 Frisco, TX 75034	Rick Keyson	6/10/91	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Roadway Auto Service & Parts	5 Roadway Plaza Seward, PA 15954	Tom Jones, Jr.	10/20/97	\$0
Robinson Auto Supply, Inc.	1209 Common Street Winnboro, LA 71295	Ellis Robinson	12/11/91	\$0
Rogers Automotive	308 Boston Road, Rear Billerica, MA 01862	Judy Rogers	System Installation Date 2/25/91	\$0
Rossville Auto Supply	207 Perry Rossville, KS 66533	Buck McClain	10/4/93	\$0
Route 66 Parts Plus	305 Hwy. W Kennett, MO 63857	Marty Fowler/ Ron Lewallen	12/20/94	\$0
S & S Auto Performance	1928 Lincoln Drive Anapolis, MD 21401	Dana Mori Trubie Supphin	4/5/93	\$0
S & S Auto Supply	211 W. Center Bellevue, OH 44811	Lonnie Juleta Burns	9/27/94	\$0
Salmon Auto Parts	1214 12th Street Aurora, NE 68818	Roger Salmon	9/3/97	\$0
Sample's Auto Tractor Supply	202 West Mill Street Rutherford, TN 38369	Ted Sample	5/2/91	\$0
Schrock Automotive	222 South Jefferson Plain City, OH 43064	Bud Schrock	9/3/93	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Service Auto Parts, Inc.	201 Main Street Greenwood, MS 38930	Tom Roberson	1/26/95	\$0
Service Auto Supply	148 Tennessee Street Bolivar, TN 38008	Brad Holmberg Kenneth Vincent	10/11/91	\$0
Sirak Auto Parts	2557 Saylor's Pond Road Wrightstown, NJ 08562-2514	Gerald Sirak	7/17/97	\$0
Southgate Auto Parts	604 Tyler Avenue Muscle Shoals, AL 35660	Micky Price	2/1/95	\$0
Speirs Auto Parts	306 US Highway 29 Valley, AL 36854	H.E. Speir	8/30/95	\$0
Spicknall Motor Service	301 East 1st Street Akron, CO 80720	Don Spicknall	9/1/97	\$0
St. Mary's Auto Parts	614 West Bertrand St. Mary's, KS 66536	Greg Mullinix Buck McClain	1/21/94	\$0
Standard of Monon	309 North Market Street Monon, IN 47959	Andy Durham Bruce Brumm	3/12/97	\$0
Standard of Monticello	930 North Main Monticello, IN 47960	Dennis Onken Bruce Brumm	3/12/97	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Standard of Rensselaer	1650 North McKinley Avenue Rensselaer, IN 47978	Bruce Brumm	3/12/97	\$0
Standard of Reynolds	271 East U.S. Highway 24 Reynolds, IN 47980	Ned Kenniston Bruce Brumm	3/12/97	\$0
Standard of Winamac	214 North Monticello Street Winamac, IN 46996	Bruce Brumm	3/12/97	\$0
Stilwell Auto Inc.	323 South 2nd Street Stilwell, OK 74960	Mike Arnett	12/28/94	\$0
T & C Auto Parts	339 North Sebastian Avenue West Helena, AR 72390	Johnny Taylor	3/17/97	\$0
Talley's Automotive Parts	1105 Park Commerce, TX 75428	Don Talley	8/8/94	\$0
Texas County Parts	116 Highway 54 Texhoma, OK 73949	Garry Blain	5/6/97	\$0
The Center Parts Store	651 Torres Street Center, CO 81125	Ron Wright	12/15/97	\$0
Thomas Auto Supply	708 Shawnee P.O. Box 128 Leavenworth, KS 66048	Don Thomas	6/28/91	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Town & Country Service	South Highway 40 Winona, KS 67664	Dennis Gfeller Kent Gfeller	3/20/97	\$0
Troy's Auto Parts	204 W. Washington P.O. Box 677 Minneola, FL 34755	Troy Taylor	12/6/93	\$0
Tryad Automotive, Inc.	437 West Madison Street Oak Park, IL 60302	Steve Mudjer	5/22/92	\$0
Tubbs Pay-Less Auto Parts, Inc.	242 S. Ridgewood Drive Sebring, FL 33870	Chris Tubbs	4/24/92	\$0
Ultra Auto Parts, Inc.	1146 Broad Street Cranston, RI 02906	Paul Kachapis	5/1/95	\$0
Ultra Auto Parts, Inc.	1000 Kempton Street New Bedford, MA 02740	Paul Kachapis	5/1/95	\$0
Ultra Auto Parts, Inc.	1620 Purchase Street New Bedford, MA 02740	Paul Kachapis	5/1/95	\$0
Ultra Auto Parts, Inc.	258 Putnam Avenue Smithsfield, RI 02917	Lorraine/Gene Paul Kachapis	5/1/95	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Ultra Auto Parts, Inc.	1076 Post Road Warwick, RI 02888	Barry Kerzner Paul Kachapis	5/1/95	\$0
Union Auto Parts	225 Main Street Union, MS 39365	Benny Lee Andy King	6/3/97	\$0
Vic's Auto Parts	404 B South Mulberry Butler, AL 36904	Vic Gourges	4/27/94	\$0
Vista Auto Parts	716 Highway 24 South Bueno Vista, CO 81211	Steve Wartman	3/25/97	\$0
Walker's Auto Parts	US 59 & Walnut Oskaloosa, KS 66066	Ramey Walker	2/19/91	\$0
Wasko Auto Parts	712 Main Street Portage, PA 15946	Chester Hochrein	10/14/97	\$0
Wayne County Tire, Inc.	RR-1 Box 14 Piedmont, MO 63957	Kevin Lueddecke	2/28/95	\$0
Weathers Auto Parts	Route 2 Box 74 Burnsville, MS 38833	Geraldine/Courtney Geraldine Weathers	3/25/96	\$0
Webb's Auto Parts	20770 East Main Street Huntingdon, TN 38344	Joe Webb Gaylon Webb	9/6/94	\$0
Whayne Auto Supply	4300 Cecil Avenue P.O. Box 35900 Louisville, KY 40211- 1622	Derek	3/27/96 System Installation Date	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Clare Amount
Whayne Supply Company	12251 US Route 60 Box 1178 Ashland, KY 41105		3/28/96 System Installation Date	\$0
Whayne Supply Company	US 23 South P. O. Box 2559 Pikeville, KY 41501	Steve	3/28/96 System Installation Date	\$0
Whisnant Auto Parts	221 S. Jefferson Box 326 Pilot Point, TX 76258	Gene Creech	8/18/97	\$0
White Flash Auto Parts	536 West Main Street P. O. Box 96 Knightsown, IN 46148	Steve Bearhope Marilyn Nemis	3/12/97	\$0
White Front Auto Parts	1151 E. Front Street Richlands, VA 24641	Tom Keene	4/8/93	\$0
Whitehouse Auto & Home Supply, Inc.	6760 Providence Whitehouse, OH 43571	David Gallagher	11/3/91	\$0
Whiteville Auto Parts	319 Highway 100 P. O. Box 322 Whiteville, TN 38075	Harold McCall	11/2/93	\$0
WHSE Inc.	320 East 8th Street Hays, KS 67601	Jay	N/A	\$0
Widlake Automotive	435 North Elm Street Graham, TX 76450	Gene Creech	8/18/97	\$0

Name of Contract Party	Address	Contact Person(s)	Date of Contract	Cure Amount
Wiggins Auto Parts	338 B North Magnolia Wiggins, MS 39577	Minos Brooks	4/20/94	\$0
Wylie Auto Parts	403 Highway 78 Wylie, TX 75098	Danny Harwill/Ron Gantz Previous Co. Store	N/A	\$0
Zanella's Auto Parts	989 Oneida Valley Road Butler, PA 16001	Jim Zanella	7/5/94	\$0
Data General Corporation	4400 Computer Drive, Westboro, MA 01580	Mr. David Nidorie	1/1/94, as amended and extended	\$0
Cooperative Computing, Inc.	5307 Industrial Oaks Blvd., Suite 120, Austin, TX 78735	Mr. Glenn Statts, President	10/88, as amended and extended	\$0

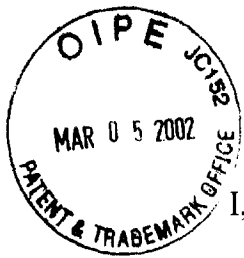
SCHEDULE D
 ASSUMED EMPLOYEE OBLIGATIONS

LAST.NAME	FIRST.NAME	REC. DATE OF HIRE	CRED SVC DATE	EXEMPT		TOTAL GROSS	WEEKS DUE	SALARY PER WEEK	EXEMPT		
				WEEKS PER YOS	PER SAL				TOTAL	SEV \$	
JELLISON	MARK	18.3	18	18	3.5	21.5	16.1	1,346.08	21,705.29		
BRYANT	RONALD	14.8	14	14	2.6	16.6	12.5	1,000.00	12,450.02		
HOLLOWAY	JAMES	19.4	19	19	2.5	21.5	16.1	961.53	15,504.57		
BOWMAN	LISA	9.3	9	9	1.8	10.8	8.1	711.46	5,789.41		
PATEY	HAROLD	3.8	3	3	1.5	4.5	3.4	596.15	2,034.37		
ROSENBLATT	CYNTHIA	3.6	3	3	1.5	4.5	3.4	596.15	2,034.37		
SMITH	MARY	1.6	8	8	1.5	9.5	7.1	567.31	4,031.42		
									63,549.46		

SCHEDULE E

Customer Systems Items Processed March 99

LOC	CALC	REFNUM	GLCODE	SOURCE	PERIOD	GLACCTDESC	DESCRIPTION	AMT	DR	CR
503		28000	1158 00000	038009	3/29/99	COMPUTER INVENTORY	DATA GENERAL CORP	\$1,551.00		
503		28000	1158 00000	038017	3/29/99	COMPUTER INVENTORY	DATA GENERAL CORP	\$3,046.00		
503		28000	1158 00000	038018	3/29/99	COMPUTER INVENTORY	DATA GENERAL CORP	\$4,547.00		
503		4000	4000 00000	038013	3/29/99	COST OF SALES	DATA GENERAL CORP	\$31,413.99		
503		4000	4000 00000	038014	3/29/99	COST OF SALES	CC/TRIAD	\$28,961.29		
503		4000	4000 00000	038016	3/29/99	COST OF SALES	CC/TRIAD	\$3,122.50		
503		8538	5361 00000	03RP01	3/29/99	REPAIR & MAINT EXP	KOTLER 038005	\$48.75		
503		8542	5371 00000	038010	3/29/99	OFFICE SUPPLIES	US OFFICE PRODUCTS	\$28.82		
503		8542	5371 00000	038011	3/29/99	OFFICE SUPPLIES	US OFFICE PRODUCTS	\$10.28		
503		8542	5371 00000	038020	3/29/99	OFFICE SUPPLIES	LAMBERTS COFFEE	\$124.16		
503		8542	5371 00000	038021	3/29/99	OFFICE SUPPLIES	LAMBERTS COFFEE	(\$57.20)		
503		8542	5371 00000	038022	3/29/99	OFFICE SUPPLIES	LAMBERTS COFFEE	(\$29.17)		
503		8543	5380 00000	038002	3/29/99	POSTAGE EXP	CARLA WOOLSTRUM	\$3.20		
503		8543	5380 00000	038012	3/29/99	POSTAGE EXP	DIANE COONS	\$89.75		
503		8546	5390 00000	03RP01	3/29/99	RENT EXP	ABSTON 038001	\$5,074.93		
503		8552	5415 00000	038003	3/29/99	TELEPHONE EXP	AT & T	\$810.22		
503		8552	5415 00000	038004	3/29/99	TELEPHONE EXP	AT & T	\$24.96		
503		8552	5415 00000	038005	3/29/99	TELEPHONE EXP	AT & T	\$1,535.21		
503		8552	5415 00000	038006	3/29/99	TELEPHONE EXP	AT & T	\$713.70		
503		8552	5415 00000	038007	3/29/99	TELEPHONE EXP	AT & T	\$905.87		
503		8552	5415 00000	03RP10	3/29/99	TELEPHONE EXP	BELL SO 038075	\$1,932.00		
503		8552	5415 00000	03RP11	3/29/99	TELEPHONE EXP	AT&T 038105	\$379.26		
503		8552	5415 00000	03RP11	3/29/99	TELEPHONE EXP	AT&T 038104	\$842.88		
503		8552	5415 00000	03RP11	3/29/99	TELEPHONE EXP	AT & T	\$50.94		
503		8552	5415 50000	038023	3/29/99	TELEPHONE/USAGE CHARGES/LD	CARLA WOOLSTRUM	\$83.64		
503		7002	5415 90000	038002	3/29/99	CELLULAR SERVICES	DIANE COONS	\$16.54		
503		7002	5415 90000	038012	3/29/99	CELLULAR SERVICES	CC/TRIAD	\$75.00		
503		8556	5417 00000	038008	3/29/99	TRANSPORT OUT	DATA GENERAL CORP	\$14.80		
503		8556	5417 00000	038009	3/29/99	TRANSPORT OUT	UPS 2-27	\$243.54		
503		8556	5417 00000	03RP03	3/29/99	TRANSPORT OUT	UPS 3-6	\$724.99		
503		8556	5417 00000	03RP09	3/29/99	TRANSPORT OUT	UPS 3-13	\$344.49		
503		8556	5417 00000	03RP12	3/29/99	TRANSPORT OUT	UPS 3-20	\$223.50		
503		8556	5417 00000	03RP13	3/29/99	TRANSPORT OUT	DIANE COONS	\$6.93		
503		8560	5419 00000	038012	3/29/99	TRAVEL & ENT				



CERTIFICATION OF TRUE COPY

I, RALPH LEIGH BOND, President of Amador International Corporation hereby certify that the attached Asset Purchase Agreement between Parts, Inc. and Amador International Corporation and Amador of America, Inc. is a true and correct copy of the original signed August 6, 1999.

AMADOR INTERNATIONAL CORPORATION

By:

Ralph Leigh Bond
President

Date: Oct 17, 2001