

05-29-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102105143

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

1. Name of conveying party(ies):

Family Snacks Incorporated

5/24/02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Sale of Company

Execution Date: March 22, 2000

2. Name and address of receiving party(ies)

Name: Guy's Acquisition Company, LLC

Internal Address:

Street Address: 3790 Hawthorne Court

City: Waukegan State: IL Zip: 60087

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

522,372 930,102 747,942 771,219 1,398,716 1,417,593 1,501,501 1,501,503

Additional number(s) attached Yes No

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

Robert J. Lewis

Name: Blackwell Sanders Peper Martin LLP

Internal Address:

Street Address: 720 Olive Street - 24th Floor

City: St. Louis State: MO Zip: 63101

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41): \$ 215.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

11-0160

(Attach duplicate copy of this page if paying by deposit account)

OFFICE OF PATENT RECORDS FINANCE SECTION MAY 24 PM 2:05

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.

Robert J. Lewis

Name of Person Signing

Signature

5/21/02

Date

64

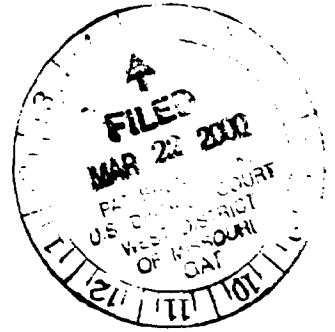
05/28/2002 LMUELLER 00000089 110160 522372 Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 40.00 CH 02 FC:482 175.00 CH

TRADEMARK REEL: 002514 FRAME: 0548

IN THE UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION



IN RE ) Chapter 11 Case  
 )  
FAMILY SNACKS, INCORPORATED ) Case No. 00-40514-11-2  
 )

**ORDER AND FINDINGS OF FACT AND CONCLUSIONS OF LAW  
APPROVING MOTION FOR ORDER AUTHORIZING THE SALE OF ASSETS FREE  
AND CLEAR OF LIENS<sup>1</sup>**

This matter came before the Court at a hearing on March 22, 2000 (the "Hearing") pursuant to the Emergency Motion for Entry of an Emergency Order Pursuant to 11 U.S.C. § 363 Authorizing and Approving Sale of Assets to Guy's Acquisition Company L.L.C. Free and Clear of Liens and Interests, Setting Hearing on Emergency Motion, and Shortening and Limiting Notice (the "Motion") of the above captioned debtor ("Debtor" or "Seller").

Due and appropriate notice of the Motion and of the Hearing has been provided to creditors and parties-in-interest, entities, and persons entitled thereto under the Federal Rules of Bankruptcy Procedure, as evidenced by the Certificates of Service attached to the Motion or separately filed with this Court by counsel for the Debtor. Specifically, pursuant to Federal Rule of Bankruptcy Procedure 9006, the Court shortens the time period necessary for notice of the Hearing and finds that proper notice was given pursuant to the Federal Rule of Bankruptcy Procedure 2002(a), (i), (j) and (k) to, *inter alia*, the following parties as reflected on the Debtor's

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<sup>1</sup> The Findings of Fact and Conclusions of Law contained herein constitute the findings of fact and conclusions of law required to be entered by this Court with respect to the Motion pursuant to Rule 52 of the Federal Rules of Civil Procedures, as made applicable herein by Rules 7052 and 9014 of the Federal Rules of Bankruptcy Procedure. To the extent any finding of fact constitutes a conclusion of law, or vice versa such finding of fact shall be deemed a conclusion of law and vice versa.

Document # 137

ate of Service attached to the Motion: (i) counsel for the Official Committee of  
ors and to each member of the Committee; (ii) the District Director of the  
ervice; (iii) The United States Attorney for the Western District of Missouri;  
he United States Trustee; (v) all creditors and parties claiming an interest in  
o be transferred to the Purchaser including counsel for LaSalle Bank, N.A. and  
steer for Herman L. and A. Louise Kramel; and (vi) all other creditors and  
who have filed a request for notice with this Court.

in-interest having been heard, or having had the opportunity to be heard, at the  
ourt having heard testimony, received evidence in support of approval of the  
g considered the arguments of counsel and the entire record of this case, and  
ing had, this Court being fully advised in the premises, this Court hereby  
ing Findings of Fact and Conclusions of Law.

## **FINDINGS OF FACT**

### **Background**

tor filed its Voluntary Petition for relief under Chapter 11 of the United States  
11 U.S.C. §§ 101 through 1146 (the "Code"), on February 14, 2000 (the  
e the Filing Date, the Debtor has continued in possession of its property and  
airs under Code §§ 1107 and 1108.  
official committee of unsecured creditors (the "Committee") has been  
se and has retained counsel.  
Debtor is a privately held manufacturer and distributor of salty snacks and

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**Authority to Approve Sale of Debtor's Assets**

19. The Code provides for the sale of a debtor's assets out of the ordinary course of business.

**Good Faith of Purchaser**

20. Based on the evidence heard by the Court, the Court determines that the Purchaser is purchasing the Assets in good faith and is a good faith purchaser within the meaning of Code § 363(m), and otherwise has proceeded in good faith in all respects in connection with this proceeding. Pursuant to Code § 363(m), the reversal or modification on appeal of this Order will not affect the validity of the transfer of the Assets to Purchaser.

**Approval of Motion**

21. The Purchaser is a third party Purchaser unrelated to the Debtor.

22. The purchase terms, as set forth in the Definitive Agreement, are fair and reasonable under the circumstances of this case.

23. Based on these Findings of Fact, the Court finds there is a sound business purpose to the Sale as it is proposed, such Sale is in the best interests of the estate, all parties to the Definitive Agreement have acted in good faith, and the Motion should be approved. Further, given the emergency circumstances, there is a need to Close the Sale as soon as practicable and therefor there is sufficient cause to find that the Debtor and Purchaser are relieved of the restrictions of Federal Rule of Bankruptcy Procedure 6004(g) and the Definitive Agreement and the Closing may be immediately implemented.

**Purchase Price**

24. Pursuant to the terms of the Definitive Agreement the Purchase Price is as follows: (i) the amount owed to LaSalle as of the Closing which is being assumed by Purchaser;

plus (ii) \$1,700,000 representing the amount to be escrowed pursuant to an escrow agreement between Debtor, Purchaser, LaSalle and the Committee; (iii) approximately \$23,000 but not to exceed \$25,000 representing the estimated amount of the debt owed to Herman L. Kramel and A. Louis Kramel as of the Closing which is being assumed by Purchaser; plus (iv) \$300,000.

### **CONCLUSIONS OF LAW**

In addition to the foregoing findings of fact and conclusions of law, the Court makes the following conclusions of law:

#### **Jurisdiction, Final Order and Statutory Predicates**

1. The Court has jurisdiction to hear and determine the Motion and to grant the relief requested in the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(b).

2. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). To the extent necessary under Federal Rule of Bankruptcy Procedure 9014, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of this Order.

3. This proceeding is a "core proceeding" within the meaning of 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O).

4. The Sale of the Assets to the Purchaser constitutes a sale of property of the Debtor's estate outside the ordinary course of business within the meaning of Code § 363(b).

5. For good and valid reasons, this Court may authorize and approve a sale of the assets of a Chapter 11 debtor pursuant to Code § 363(b) without the necessity of following the procedures and making the findings required for the confirmation of plan of reorganization. Such legitimate and compelling reasons exist in this case.

6. Under the foregoing circumstances, the Sale of the Assets, absent a confirmed plan, is both justified and appropriate.

7. A sale of the Assets pursuant to Code § 363(b) is not prohibited in the absence of a confirmed Chapter 11 plan. Such relief is within the sound discretion of the Court in light of the existing circumstances of this particular case.

8. The provisions of Code § 363(f) have been satisfied in that (i) LaSalle (the holder of the liens against a substantial portion of the Assets), has consented (subject to the provisions of this Order) to the sale of the Assets and (ii) except as otherwise set forth herein, no other parties-in-interest have objected to the Sale.

9. The Sale of the Assets to the Purchaser free and clear of all liens, claims, encumbrances, and other interests in the assets upon the terms and conditions set forth in the Definitive Agreement is in the best interests of the Debtor, creditors, and the estate.

10. The proposed sale of the Assets to Purchaser, constitutes a reasonable and sound exercise of the Debtor's business judgment and should be approved.

11. Notice of the Hearing complies in all respects with the relevant provisions of Code §§ 105, 363 and 365 and Federal Rules of Bankruptcy Procedure 2002, 6004 and 9006.

**Based on the foregoing Findings of Fact and Conclusions of Law, IT IS  
HEREBY ORDERED, ADJUDGED AND DECREED, EFFECTIVE IMMEDIATELY, AS  
FOLLOWS:**

A. The relief requested in the Motion is granted and approved in all respects. The Definitive Agreement, and the transactions described and contemplated therein, are hereby approved in all respects.

B. The Debtor is hereby authorized and directed: (i) to sell the Assets to Purchaser upon the terms and conditions set forth in the Definitive Agreement; (ii) to take any and all actions necessary or appropriate to consummate the sale of the Assets to the Purchaser and the Closing of the transaction, in accordance with the Definitive Agreement and this Order; (iii) to perform, consummate, implement and close fully the Definitive Agreement together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Definitive Agreement; and (iv) to take all further actions as may be necessary or appropriate to the performance of the obligations as contemplated by the Definitive Agreement.

C. Upon the Closing, the Assets shall be transferred, sold and delivered to Purchaser free and clear of all liens, claims (as defined in Code § 101(5)), encumbrances, and other interests to the full extent allowed by Code §§ 105 and 363 and other law (except for those Permitted Exceptions set forth in the Definitive Agreement), including, without limitation, any theory of successor liability, de facto merger or substantial continuity, whether based in law or equity, and employee benefit obligations, collective bargaining agreements, environmental liabilities, any security interests, mortgage, lien, charge against or interest in property, adverse claim, claim of possession, license or restriction of any kind, including, but not limited to any restriction on the use, receipt of income or other exercise of any attributes of ownership or any option to purchase, option, charge or retention agreement which is intended as security or other matters of any person or entity that encumber or relate to, or purport to encumber or relate to, the Assets other than LaSalle's liens and the Obligations. In furtherance thereof, upon the payment in full of all amounts owed under the Definitive Agreement, secured creditors (other than creditors whose debt is being assumed by Purchaser) shall execute and deliver all UCC-3 Termination Statements with respect to UCC-1 Financing Statements and take other such actions

as may be necessary or appropriate to evidence the termination of such claims and interests in the Assets. Except as provided below with respect to LaSalle's liens, all liens or claims of interest in the Assets are hereby transferred to the proceeds of the Sale of the Assets with the same priority as such claims or liens presently have in such Assets. As with any assumption of indebtedness, the assumption of the Obligations by Purchaser shall not be deemed to relieve the Debtor of its liability to LaSalle for the Obligations and nothing contained herein shall be deemed to release the Debtor; provided however that, notwithstanding the foregoing, except for (i) setoff, where permitted by law, against any claim or cause of action asserted against LaSalle by the Debtor's bankruptcy estate and (ii) LaSalle's right, title, and interest in the escrow fund, if any, and Escrow Agreement described in Section 3(b) of the Definitive Agreement, after the transfer of the Assets, LaSalle shall not be entitled to any distribution from the estate (including, without limitation, any distribution based upon subrogation to the rights, if any, of the PACA Claimants or Family Snacks of North Carolina, Inc.) or to assert any further lien against property of the estate including, without limitation, against the Sale proceeds. Neither LaSalle nor Purchaser shall be subrogated to the rights, if any, of the PACA claimants or Family Snacks of North Carolina, Inc. The Debtor is authorized and directed to execute such transfer documents as are necessary to transfer the Assets to Purchaser, including bills of sale, title transfer documents, deeds and assignments.

D. This Order: (i) is and shall be effective as a determination that, upon Closing, all liens, claims, encumbrances, and other interests existing in and to the Assets conveyed to Purchaser (except for the Permitted Exceptions and the liens, claims, encumbrances and other interests of LaSalle) have been and hereby are adjusted and declared to be unconditionally released, discharged and terminated, and that the conveyances described herein have been made



free and clear of all such liens, claims, encumbrances, and interests (except for the Permitted Exceptions and the liens claims, encumbrances and other interests of LaSalle), with such liens, claims, encumbrances, and interest to attach to the proceeds of the Sale, and (ii) shall be binding upon and govern the acts of all entities, including, all creditors of Debtor and other parties in interests, filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets conveyed to Purchaser. All entities (except for LaSalle), both public and private, are hereby permanently and forever stayed, restrained and enjoined from taking any action for the purpose of, directly or indirectly, asserting prosecuting, proceeding, collecting, recovering, receiving payment of, on or with respect to any liens, interests, encumbrances and claims against the Assets, including, but not limited to, any of the following: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without expressed or implied limitation, any thereof in a judicial, arbitral, administrative or other forum) against or affecting the Purchaser, or the Assets; (ii) enforcing, levying, attaching (including, without expressed or implied limitation, any prejudgment attachment), collecting or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against the Purchaser or the Assets; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any lien, or encumbrance against the Purchaser with respect to any interest in the Assets; (iv) setting off, seeking reimbursement of, contribution from, or subrogation against, or

otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to Debtor or affecting the Assets. Pursuant to the provisions of Code § 524, all creditors and equity security holders of Debtor, and all other entities holding debts which are discharged, satisfied, released or enjoined or interests which are terminated, satisfied, released or enjoined by this Order are hereby jointly and severally restrained and enjoined from instituting or continuing any action or employing any process to collect such debts or pursue such interest as liabilities or obligations of the Purchaser or the Assets. All entities asserting claims under the *Perishable Agricultural Commodities Act* shall be permanently enjoined from asserting any such claims against (i) the Purchaser or the Assets at anytime or (ii) LaSalle until there is a final determination with respect to a particular PACA claimant. Valid PACA Claims and interests shall specifically attach and be limited to the amounts escrowed for such claims pursuant to the Definitive Agreement. Notwithstanding any language in this Order or in the Definitive Agreement to the contrary, Family Snacks of North Carolina, Inc. is not stayed, restrained or enjoined by any provision of this Order from pursuing or continuing any cause of action it has against LaSalle Bank National Association, including adversary Proceeding No. L-00-00179-8-AP, entitled "Family Snacks of North Carolina, Inc. v. LaSalle Bank, N.A." pending in the United States Bankruptcy Court, Eastern District of North Carolina.

E. The Debtor is hereby authorized to take such corporate action as may be necessary to implement the provisions of the Definitive Agreement, to execute and file any necessary document with any appropriate secretary of state, and this Order shall constitute all approvals and consents, if any, required by the law of any state necessary to file, record and accept such documents.

F. Nothing contained in any plan of reorganization (or liquidation) confirmed in this case or any order of confirmation confirming any plan or reorganization (or liquidation) shall conflict with or derogate from the provisions of the Definitive Agreement or the terms of this Order. Furthermore, notwithstanding the conversion or dismissal of this bankruptcy case, this Order shall specifically remain in full force and effect and shall in no way be vacated or set aside as a result of any such conversion or dismissal.

G. This Court retains jurisdiction, even after the closing of the Chapter 11 case or subsequent Chapter 7 case, to:

(1) Interpret, implement and enforce the terms and provision of this Order (including the injunctive relief provided in this Order) and the terms of the Definitive Agreement, all amendments thereto and any waivers and consents thereunder and of each of the agreements executed in connection therewith;

(2) Protect the Purchaser, or any of the Assets, against of any of the liabilities of the Debtor;

(3) Compel delivery of all Assets to Purchaser;

(4) Resolve any disputes arising under or related to the Definitive Agreement, the Purchaser's peaceful use and enjoyment of the Assets, whether or not a plan of reorganization has been confirmed in this case and irrespective of the provisions of any such plan or order confirming such plan.

(5) Interpret, implement and enforce the provisions of this Order;

(6) Adjudicate all issues concerning (alleged) pre-Closing claims and encumbrances and any other (alleged) interest(s) in and to the Assets, including the

extent, validity, enforceability, priority and nature of all such (alleged) encumbrances.

claims or any other (alleged) interest(s);

(7) Adjudicate any and all issues and/or disputes relating to the Debtor's right, title or interest in the Assets and the proceeds thereof, the Motion and/or the Definitive Agreement; and

(8) Adjudicate any and all remaining issues concerning the Debtor's right and authority to assume and assign the contracts and leases set forth on Exhibit B hereto and the Purchaser's rights and obligations with respect to such assignment.

(9) Adjudicate any and all issues and/or claims relating to the PACA Claims and the claims of Family Snacks of North Carolina, Inc.

H. This Order shall be effective immediately upon entry pursuant to Rules 7062 and 9014 of the Federal Rules of Bankruptcy Procedure, and no automatic stay of execution, pursuant to Rule 62(a) of the Federal Rules of Civil Procedure, applies with respect to this Order and/or any Judgment Order entered in connection herewith. Federal Rule of Bankruptcy Procedure 6004(g) shall not apply to this Order or the Definitive Agreement and the Debtor and Purchaser may implement the Definitive Agreement, including the Closing and the transfer of the Assets to Purchaser, immediately.

I. To the extent any of the objections to the Motion filed by various parties in interest have not been otherwise resolved by this Order or by agreement of the parties, such objections are hereby overruled.

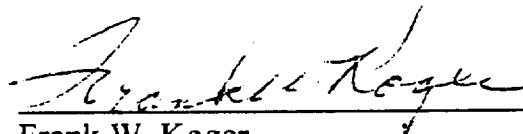
J. No bulk sales law of any state shall apply in any way to the sale of the Assets to Purchaser.

K. Pursuant to Code § 1146(c), the sale of the Assets to Purchaser shall be exempt from any and all stamp, value-added, transfer, recording and other similar taxes (other than income taxes) and any transfer or recording fees or other similar costs incurred or assessed by any federal, state, local or foreign taxing authority (including interest and penalties, if any) in connection with the sale or transfer of the Assets or the transaction contemplated by the Definitive Agreement.

L. The failure specifically to include any particular provision of the Motion or Definitive Agreement in this Order shall not diminish or impair the efficacy of such provision, it being the intent of the Court that the Motion and Definitive Agreement be authorized and approved in their entirety.

M. LaSalle has reserved the right to make additional conditions to its consent to the Sale and the assumption of the Obligations (subject to the Court's approval if such conditions require any action by the Debtor).

IT IS SO ORDERED.



Frank W. Koger  
United States Bankruptcy Judge

**ORDER SUBMITTED BY:**

**LATHROP & GAGE, L.C.**

By:   
Stephen B. Sutton

**Attorneys for Debtor**

**BRYAN CAVE LLP**

By:   
Laurence M. Frazen

**Attorneys for General Products and Services Corporation  
and Guy's Acquisition Company L.L.C.**

**POLSINELLI, WHITE, VARDEMAN & SHALTON**

By:   
Daniel J. Flanigan

**Attorneys for LaSalle National Bank**

**STINSON, MAG & FIZZELL, P.C.**

By:   
Mark A. Shaiken

**Attorneys for the Official Committee of Unsecured Creditors**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of this 20th day of March, 2000 by and between FAMILY SNACKS INCORPORATED, a Missouri corporation having its principal place of business at 405 South Leonard Street, Liberty, Missouri 64068 operating as a Debtor-in-Possession under Title 11 of the Bankruptcy Code ("Seller"), and GUY'S ACQUISITION COMPANY, L.L.C., a Delaware limited liability company having its principal place of business located at 3790 Hawthorne Court, Waukegan, Illinois 60087 ("Purchaser").

### RECITALS

A. On February 14, 2000, Seller filed a voluntary petition for relief in the Bankruptcy Court for the Western District of Missouri, Western Division (the "Bankruptcy Court"), Case No. 00-40514-11-2 under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code").

B. Seller is the owner of certain real property commonly known as 405 South Leonard Street, Liberty, Missouri, legally described in Exhibit A attached hereto (collectively the "Land"), all buildings, fixtures, other improvements situated on the Land (collectively the "Improvements") and certain equipment located on the Land or elsewhere as described on Exhibit B attached hereto (collectively the "Equipment"), and various other assets.

C. Seller and Purchaser desire to enter into this Agreement in order to provide for the purchase by Purchaser and the sale by Seller of the Land, the Improvements, the Equipment and all other property and interests of Seller described in Section 1 below subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. AGREEMENT FOR PURCHASE AND SALE. Seller agrees to sell, and Purchaser agrees to purchase, subject to the terms and conditions contained herein all of the assets described below including the Land, the Improvements, the Equipment and all other assets described below (collectively the "Assets"):

(a) Accounts Receivable. All accounts receivable, notes, but excluding two Promissory Notes with balances due in the amount of approximately One Hundred Thirty Thousand Dollars (\$130,000) each and executed by Tom Price and Vic Sabatino (the "Employee Notes"), also excluding and all of Seller's claims against Seller's officers, directors, or employees for money due or damages (the "Employee Claims") and including all bonds or other evidence of indebtedness of any kind of any corporation, entity or person held by or due to the Seller (collectively "Accounts Receivable");

(b) Tangible Personal Property. All other equipment, fixtures and personal property owned by Seller wherever located at or used in connection with the ownership, operation and maintenance of the Land or the Improvements, or in connection with any other facility operated by the Seller, whether leased or otherwise, including without limitation all heating, lighting, air conditioning, ventilating, plumbing, electrical and other mechanical equipment, furniture, furnishings, carpeting, appliances, tools, supplies, signs, draperies, other equipment, books, records, files and other personal property owned by Seller at the Land or elsewhere including all motor vehicles including trucks, tractors and trailers, as identified on Exhibit B, owned by the Seller (the "Personal Property");

(c) Inventory. All inventory, wherever located and owned by Seller, including work in process, semi-finished and finished goods, raw materials, promotional materials, replacements and spare parts, packaging materials, operating supplies and all other usable inventory (the "Inventory");

(d) Contract Rights, General Intangibles, Claims and Causes of Action. All contracts of the Seller as specifically assigned at the request of the Purchaser and all executory contracts and unexpired leases (the "Leases") that Purchaser in its sole discretion desires to assume and which are assumable and are identified on Exhibit C (collectively the "Assigned Contracts") and all general intangibles and claims and causes of action other than the Employee Notes, the Employee Claims and avoidance actions under 11 U.S.C. §§ 542-553;

(e) Intellectual Property. Any and all patents, trademarks, copyrights, whether or not registered as set forth on Exhibit D, and applications for any and all of the foregoing, designs, drawings, manuals, trade secrets, lists of past and present customers, potential customers, performance standards, research data, analysis and computer software and programs, sales data, sales and advertising materials, sales and service manuals and all other proprietary confidential and other similar information (in whatever form or medium) relating to the merchandising, sale or distribution of products and the conduct of Seller's business (collectively "Intellectual Property");

(f) Operating Names. The names "Guy's", "Guy's Foods" and "Family Snacks" and any other names now or previously used by Seller in the operation of its business as identified on Exhibit D (the "Tradenames").

(g) Records. All records, lists and other information pertaining to Accounts Receivable, personnel and referral sources, all lists and records pertaining to suppliers and customers, and all books and records of every kind (including, without limitation, those evidenced by computer) relating to Seller's business except any books and records specifically set forth in the Excluded Assets as set forth below in Section 2, (all such books and records which Seller shall make reasonably available to Purchaser until the acquisition as set forth herein is concluded or this Agreement is terminated all of which shall be furnished to Purchaser at Seller's expense);



(h) Licenses, Permits and Approvals. To the extent assignable or transferrable, all permits, franchises, licenses, approvals and authorizations by or of governmental authorities or third parties required for the conduct of Seller's business or in connection with ownership of any other property being transferred hereunder;

(i) Goodwill. All goodwill associated with Seller;

(j) Other Assets. All other properties and assets owned or leased by the Seller that are used in and are necessary for the continued conduct of the Seller's business as of the Closing (as hereinafter defined) whether or not of a type falling within any of the categories of assets or properties described above.

2. ASSETS EXCLUDED FROM SALE. Expressly excluded from the Assets are the following (the "Excluded Assets"):

(a) The Employee Notes and Employee Claims and also including, without limitation, avoidance actions of the Seller under 11 U.S.C. §§542-553;

(b) Any pension plan, profit sharing plan, or other plan or program providing benefits to employees of the Seller;

(c) Any leases or executory contracts Purchaser does not specify in writing prior to March 23, 2000;

(d) All the shares of stock which the Debtor owns in Family Snacks of North Carolina Incorporated;

(e) Seller's articles of incorporation, by-laws and stock register, Corporate minute books of similar Corporation records;

(f) Any retainers or advances for professional fees paid by Seller;

(g) Any tax attributes and tax refunds of Seller;

(h) Real estate owned by Seller and located at 6960 East 38th Street in Tulsa, Oklahoma;

(i) Cash in bank accounts;

(j) All books and records owned by Family Snacks of North Carolina, Incorporated or copies thereof if in electronic form; and

(k) All other property or assets not described in Section 1(a) through (i) above.

3. PURCHASE PRICE. The Aggregate Purchase Price ("Aggregate Purchase Price") for all of the Assets shall be an amount equal to:

(a) the total indebtedness owed by Seller to LaSalle Bank, N.A. ("LaSalle") under the terms of that certain Loan and Security Agreement dated January 23, 1998, as amended, (the "Loan Agreement"), which indebtedness shall be assumed by Purchaser;

(b) an amount equal to One Million Seven Hundred Thousand Dollars (\$1,700,000) which amount shall be deposited into an escrow at LaSalle to be held and applied as follows:

(i) \$1,500,000 escrowed for the payment of all actual liability arising from the operation of Seller or any subsidiary or affiliate of Seller arising under the Perishable Agricultural Commodities Act (7 U.S.C. § 499) (PACA Claims), then

(ii) \$200,000 escrowed for application to the payment of the amount determined, if any, due to Family Snacks of North Carolina, Inc. (Family Snacks, N.C.) from the Seller or LaSalle (the North Carolina Claims), then

(iii) the balance, if any, of funds remaining shall be split with seventy-five percent (75%) distributed to the Seller and twenty-five percent (25%) to the Purchaser.

The Purchaser, Seller, LaSalle and the Creditors' Committee shall enter into an Escrow Agreement (the Escrow Agreement) which shall set forth the terms and conditions regarding the administration and settlement of the PACA claims and the North Carolina claims and the distributions pursuant to the Escrow Agreement. The Escrow Agreement shall be confidential.

(c) The sum of Three Hundred Thousand Dollars (\$300,000) which is allocated to the purchase of Personal Property.

The Aggregate Purchase Price shall be paid by assumption by the Purchaser of all indebtedness due to LaSalle pursuant to the Loan Agreement and any additional amounts shall be paid in cash, by certified check or by wire transfer at the Closing.

4. **INTENTIONALLY OMITTED.**

5. **NO ASSUMPTION OF LIABILITIES.** The Purchaser shall not assume or be responsible for any of the Seller's liabilities or obligations existing as of the Closing, including any unfunded withdrawal liability to any multi-employer pension plan, any claims (as defined in §101(5) of the Bankruptcy Code), except (a) Purchaser shall assume all amounts due and owing to Herman L. Kramel and A. Louise Kramel, husband and wife (collectively, the "Kramels"), secured by that certain Deed of Trust recorded in the office of the Clay County Recorder of Deeds on November 3, 1997, bearing Document No. N-64309, beginning in Book 2744 at Page 445, recorded on a parcel of the Land (the "Kramel Lien"), and (b) as otherwise provided herein. Such liabilities that Purchaser shall not assume or be responsible for, include, but are not

limited to any past, present or future liabilities or obligations of Seller arising under loans and other debts, taxes, wages, unpaid commissions, bonuses, brokers' fees, profit and pension plans, employee benefits, health insurance claims, union contracts, federal, state or local environmental laws, PACA Claims or liability, OSHA, FLSA, ERISA and other federal, state and local laws, warranty and liability claims, unfair labor practices, employee claims, discrimination claims, errors and omissions, litigation, violations of law and tort claims or actions, whether disclosed or undisclosed, which have accrued or arise out of Seller's omissions or conduct of its business on or prior to the Closing.

6. **CLOSING.** The closing of the transactions contemplated by this Agreement (the "**Closing**") will take place at 10.00 A.M. on March 27, 2000 at the offices of Bryan Cave, LLP, Suite 3500, One Kansas City Place, 1200 Main Street, Kansas City, MO 64105, or at such other time and place as may be mutually agreed upon by the parties hereto (the "**Closing**").

7. **ESCROW.** This transaction or a portion thereof may be closed through an escrow established with a title insurance company acceptable to Purchaser in accordance with the deed and money escrow instructions reasonably acceptable to Seller, Purchaser and LaSalle (the "**Escrow**"). Upon the creation of the Escrow, anything herein to the contrary notwithstanding, the transfer and conveyance of the Land, and the delivery of any Conveyance Documents (as defined below) required for transfer of the Land shall be made through the Escrow. At the option of Purchaser, the Closing may take place through a so-called "New York Style" closing, so that the Title Policy with respect to the Land and Improvements will be delivered to Purchaser on the Closing. All other Conveyance Documents (as defined below) with respect to any of the other Assets shall be delivered to the Purchaser in form and content acceptable to Purchaser at the Closing.

8. **CONVEYANCE.** On the Closing, Seller shall transfer and convey title to the Assets to Purchaser free and clear of all liens, claims, (as that term is defined in §101 of the Bankruptcy Code) and encumbrances of any kind and nature whatsoever to the fullest extent permitted by law or equity, other than real estate and personal property taxes not yet due and payable with respect to the Land and such title exceptions as Purchaser shall approve in writing with respect to the Land which include a deed of trust in favor of LaSalle as to a portion of the Land and the Kramel Lien with respect to a portion of the Land provided that the remaining balance due in order to obtain a release of the Kramel Lien does not exceed \$25,000; collectively, the "**Permitted Exceptions**"), by:

(a) Delivery of an Order of the Bankruptcy Court finding, concluding, confirming and ruling that Purchaser constitutes a good faith purchaser within the meaning of §363 of the Bankruptcy Code and that all facets of the subject transaction, including the purchases described in this Agreement, have been proposed, conducted, adequately disclosed, negotiated, and agreed to in good faith within the meaning of, and pursuant to §363(m) of the Bankruptcy Code and finding that Purchaser constitutes a good faith purchaser within the meaning of §363 of the Bankruptcy Code (the "**Final Order**");

(b) Delivering recordable stamped special warranty deeds, subject only to the Permitted Exceptions, executed by Seller that conveys fee simple title to the Land, Improvements and appurtenant rights to Purchaser and is acceptable to the Title Company (as defined below);

(c) Delivery of a Bill of Sale in form and content acceptable to Purchaser executed by Seller that transfers all of the Assets as is and with all faults (excluding the Land which is transferred pursuant to a recordable stamped Warranty Deed) to the Purchaser; and

(d) Delivery of such other documentation as Purchaser or its counsel shall deem necessary in order to close this transaction pursuant to the terms of this Agreement.

9. **CONDITIONS PRECEDENT.** The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to satisfaction of each of the following conditions unless waived in writing by Purchaser in its sole discretion:

(a) Completion of due diligence by Purchaser on or before Wednesday, March 22, 2000;

(b) The negotiation of a mutually acceptable Assumption Agreement between the Purchaser and LaSalle with respect to the assumption by the Purchaser of indebtedness due to LaSalle pursuant to the Loan Agreement, provided however that the amount provided by LaSalle to the Purchaser under the Loan Agreement may be in an amount in excess of the indebtedness due to LaSalle sufficient to allow Purchaser to pay additional amounts due hereunder and to conduct its business after the acquisition of the Assets in an acceptable manner;

(c) The entry of the Final Order which shall specifically authorize the transfer of the Assets to Purchaser free and clear of all liens, claims (as that term is defined in §101 of the Bankruptcy Code) and encumbrances of any kind and nature whatsoever to the fullest extent permitted by law or equity, including but not limited to PACA Claims and liabilities, with any and all valid liens, claims and encumbrances attaching to any sale proceeds at Closing, provided, however, that the Assets shall not be free and clear from the Permitted Exceptions which expressly include all Liens in favor of LaSalle pursuant to the Loan Agreement and the Kramel Lien and real and personal property taxes not yet due.

(d) Delivery to Purchaser, at Seller's expense, of a current ALTA Form B Title Commitment (the "**Title Commitment**") for an owner's title insurance policy issued by a title insurance company acceptable to Purchaser and LaSalle (the "**Title Company**") in an amount as agreed to between Purchaser and LaSalle as allocated to the Land and showing title in Seller, dated not earlier than the date hereof, together with legible copies of each of the documents underlying any title exceptions listed therein. The Owner's Title Insurance Policy shall be issued pursuant to the Title Commitment (the "**Title Policy**") and shall contain to the extent available (i) extended coverage over

all general exceptions, (ii) an ALTA 3.1 zoning endorsement, (iii) an access contiguity endorsement, if applicable, (iv) an endorsement providing coverage over creditor's rights exceptions, and (v) such other endorsements as Purchaser shall reasonably request;

(e) Delivery to Purchaser of a copy of the most recent survey of the Land and Improvements which is in the possession of Seller. Purchaser has received the survey, and has the option of having the same updated and certified to Purchaser, the Title Company and such other parties as the Purchaser may determine. Purchaser understands that the availability of certain of the title insurance coverages requested above (such as deletion of the standard exceptions relating to matters which would be shown by an accurate survey, and access and contiguity endorsements) will be dependent upon the availability of an updated survey which is certified to the Title Company. If Purchaser does not obtain such an updated survey, Purchaser agrees that its previous requests regarding certain title insurance coverages shall be amended accordingly;

(f) The assignment by Seller to Purchaser of all Contract Rights including Leases as elected to be assumed by Purchaser pursuant to the terms of this Agreement. Seller shall have obtained the consents of any party required under any contract or lease to be assumed by Purchaser pursuant to the terms of this Agreement;

(g) Delivery of adequate notice of the Sale Motion to all creditors and parties in interest as required by Bankruptcy Rule 2002(i).

(h) The handling to the satisfaction of Purchaser and its counsel of all labor, employment, termination of employee, health insurance and employee benefits issues that may arise as a result of the sale of the Assets contemplated pursuant to this Agreement;

(i) Purchaser, at its option, shall have entered into satisfactory contracts with all unions representing employees of the Seller; and

(j) The Aggregate Purchase Price shall not have exceeded the sum of Fourteen Million Three Hundred Thousand Dollars (\$14,300,000).

In the event that any of the conditions precedent have not been satisfied to Purchaser's satisfaction or waived in writing by Purchaser, Purchaser may terminate this Agreement without any further liability or responsibility hereunder.

## 10. REPRESENTATIONS AND WARRANTIES.

10.1 Seller represents and warrants to Purchaser, as of the date hereof and again as of the Closing, that:

(a) Seller has all necessary power and authority subject to Court approval to enter into this Agreement and, upon entry of the Final Order, to consummate all of the transactions contemplated herein. This Agreement and all documents to be executed by Seller and delivered to Purchaser hereunder (A) are and will be the legal, valid and

binding obligations of Seller, enforceable in accordance with their terms, (B) do not or will not contravene any provision of any existing laws and regulations applicable to Seller or the Assets, and (C) will not conflict with or result in a violation of any agreement, instrument, order, writ, judgment or decree to which Seller is a party or is subject or which governs the Assets;

(b) Seller has fee simple title to the Assets and Seller has no knowledge of any person or entity with any lease, right of first refusal, option or similar rights to acquire any interest in, or occupancy of, the Assets or any part thereof;

(c) Seller has received no notice of, any violation of any zoning, subdivision, platting, building, fire, insurance, safety, health, environmental or other applicable laws, ordinances or regulations (except for notices related to the Land or the occupancy thereof);

(d) (A) To the best of Seller's knowledge, Seller has not conducted, transported, generated, stored, treated, used or disposed of any Hazardous Substances (as defined below) at or from the Property in violation of any applicable environmental laws, (B) to the best of Seller's knowledge, the Property does not contain any Hazardous Substances in violation of any applicable environmental laws, (C) except for matters disclosed to Purchaser by Seller in writing prior to the date hereof with respect to the Land, Seller has not received any notice of, and has no actual knowledge that, any administrative agency or other governmental authority or any employee or agent thereof has determined or alleged that there has been (or is investigating whether there is) a presence at, release or threat of release from, or placement on or in, the Property of any Hazardous Substances, or any generation, transportation, storage, treatment or disposal at or from the Property of any Hazardous Substance in violation of any applicable environmental laws, (D) to the best of Seller's knowledge, no portion of the Property lies within an area which constitutes a "wetland" or protected area subject to the jurisdiction of the United States Army Corps of Engineers or any federal, state or local administrative agency, and (E) to the best of Seller's knowledge, no underground storage tanks are located on the Property. "Hazardous Substances" as used herein means (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, polychlorinated biphenyls and radon gas and (ii) any chemicals, materials or substances defined as or included in the definitions of "hazardous substances", "hazardous wastes", "restricted hazardous wastes", "toxic substances", "toxic pollutants", "bio-hazard", "biological waste", "medical waste" or words of similar import, under any applicable federal, state or local environmental, safety or health laws, ordinances, rules of common law, regulations or directives;

(e) Seller makes no representation or warranty regarding the fitness and condition of the Assets sold to Purchaser hereunder and all such Assets are sold "as is" and "with all faults". Seller expressly disclaims any warranty of merchantability or fitness for a particular purpose.

10.2 Purchaser represents and warrants to Seller, now and again on the Closing Date, that: (i) Purchaser has all necessary power and authority to enter into this Agreement and to consummate all the transactions contemplated herein, (ii) the individuals executing this Agreement on behalf of Purchaser are duly authorized to execute, deliver and perform this Agreement on behalf of Purchaser and to bind Purchaser and (iii) this Agreement and all documents to be executed by Purchaser and delivered to Seller hereunder (A) are and will be the legal, valid and binding obligations of Purchaser, enforceable in accordance with their terms, (B) do not or will not contravene any provision of Purchaser's organizational documents or any existing laws and regulations applicable to Purchaser and (C) will not conflict with or result in a violation of any agreement, instrument, order, writ, judgment or decree to which Purchaser is a party or is subject.

10.3 All of the representations and warranties of Seller and Purchaser contained in this Section 10.3 are material, none shall merge into the deed herein provided for and all shall survive the Closing Date or termination of this Agreement for a period of one (1) year.

## 11. SELLER'S COVENANTS.

11.1 From and after the date of this Agreement through the Closing Date, Seller and Seller's agents shall at Seller's expense:

(a) Maintain the Assets in the condition in which they existed as of the date of the Letter of Intent, normal wear and tear excepted, free from mechanics' liens or other claims for liens, not commit waste of or on the Assets, and operate the Assets in a manner consistent with current practices and in compliance with all applicable laws;

(b) Keep in existence all fire and extended coverage insurance policies, and all public liability insurance policies, that are in existence as of the date of the Letter of Intent with respect to the Assets;

(c) Permit Purchaser, its engineer, architect or other agents, during normal business hours (or such other times as are reasonable), to enter onto the Land for the purpose of making inspections thereof, including, without limitation, such inspections as Purchaser shall deem desirable in order to ascertain the truth and accuracy of any representations contained herein;

(d) Grant Purchaser access to any records, books and agreements concerning the Property within Seller's possession or control, and maintain such records, books and accounts in Seller's ordinary manner consistent with past practice;

(e) Promptly advise Purchase in writing of any (i) material changes, additions, deletions or modifications in or to any of the materials delivered to Purchaser pursuant to this Agreement or the Letter of Intent and promptly provide Purchaser with true, complete and correct copies of such changes, additions, deletions or modifications and (ii) changes in circumstances which would render the representations and warranties

made by Seller herein false or misleading, and take such reasonable actions as may be necessary to make such representations and warranties true and not misleading; and

(f) Provide Purchaser with any other relevant information in Seller's possession with respect to the Property upon Purchaser's reasonable request.

## 12. PURCHASER'S COVENANTS.

**12.1 Access to Information.** After Closing, Purchaser shall permit Seller and the Creditor's Committee and its employees, attorneys, and other authorized representatives (collectively referred to only in this Section as "Seller") or any estate representative or trustee appointed by the Bankruptcy Court in the Bankruptcy Case (the "**Estate Representative**") reasonable access upon reasonable notice during normal business hours to all books, records, documents, and facilities relating to the Assets or the Assigned Contracts in Purchaser's possession and, outside normal business hours, Purchaser's employees formerly employed by Seller, and to furnish to Seller at Seller's expense, or to the Estate Representative at the estate's expense, all such information with respect to the Assets and Assigned Contracts in Purchaser's possession as Seller or the Estate Representative shall from time to time reasonably request for purposes of fulfilling Seller's or the Estate Representative's obligations in the Bankruptcy Case, or in defending any actions, tax audits, or investigations. Without limiting the generality of the foregoing, Seller and any Estate Representative shall have such reasonable access to obtain all information, documentation or witness testimony necessary to fulfill any obligations of Seller or the Estate Representative under the Bankruptcy Code or Rules, or under any order of the Bankruptcy Court or any other court, or to investigate, prosecute, or defend any claim, cause of action, avoidance action, or any Excluded Asset. Any such entry and access shall not unreasonably interfere with Purchaser's business, employees or use of the Assets.

13. **CLOSING COSTS.** Each party shall pay its own costs and expense incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. The Seller shall be responsible for all state, county and municipal taxes, imposed by reason of the sale, transfer, arrangement conveyance and delivery of the Assets and all deficiencies, interest or penalties asserted, incurred or assessed with respect thereto, and the Seller shall pay the fees and costs of recording or filing all applicable conveyancing documents. Notwithstanding the foregoing, in consideration of the substantial time and expense incurred by Purchaser during the due diligence and negotiating process resulting in this Agreement, Purchaser shall, subject to the terms and conditions of this Section 13 be entitled to the payment of a "Break-up Fee" of Two Hundred Fifty Thousand Dollars (\$250,000) (the "**Break-up Fee**") payable as set forth herein. Purchaser shall be entitled to the Break-up Fee if after execution of this Agreement a third party shall submit an offer to purchase the Assets which is accepted by Seller which offer must be at least \$250,000 in excess of the Purchase Price and Seller is unable or unwilling to comply with the terms of this Agreement after execution of this Agreement. Any Break-up Fee shall be payable at Closing out of cash proceeds delivered by the purchaser of the Assets and shall be paid \$125,000 to Purchaser and \$125,000 to Seller and shall have priority of payment over all administrative claims allowed under §503(a) of the Bankruptcy Code and shall be pari passu with the administrative claims of



LaSalle, but shall not be paid from LaSalle's collateral or the proceeds thereof. The Purchaser will cooperate with Seller in an effort to exempt the transfer of the Assets from any such transfer taxes as set forth above in accord with §114b(1) of the Bankruptcy Code.

14. **LABOR AND EMPLOYMENT ISSUES.** Effective as of Closing, Seller shall terminate, and shall solely be responsible for the termination of, all employees of Seller. Seller shall be solely responsible for giving all notices required under applicable law to such employees as a result of this Letter and the terms hereof. Seller shall be solely responsible and liable for any and all claims by employees that may arise as a result of this Letter and the terms hereof, including claims as a result of employment discharge, health insurance claims, benefits claims, and any other employment related claims. Purchaser may, but shall not be required to hire any or all of Seller's employees, effective as of the Closing, under such terms and conditions as are acceptable to Purchaser in its sole and absolute discretion.

15. **COURT APPROVAL.** All aspects of the proposed transactions and the approval thereof by the Bankruptcy Court (including, without limitation, all motion, papers and other pleadings, court orders including the Final Order, notice(s) to creditors, other parties in interest and others) shall be reasonably satisfactory in form and substance to Purchaser and its counsel.

16. **POSSESSION.** Possession of all of the Assets shall be delivered to Purchaser at Closing free and clear of all liens and claims as set forth herein. All Excluded Assets shall be removed from the Land and Improvements prior to Closing except as provided to the contrary herein.

17. **NOTICES.** Any notice, demand, request or other communication with either party hereto may be required or may desire to give under this Agreement shall be in writing and shall be deemed to have been properly given if (a) hand delivered (effective upon delivery), (b) mailed (effective three (3) days after mailing) by United States registered or certified mail, postage prepaid, return receipt requested, (c) sent by a nationally recognized overnight delivery service (effective one (1) day after delivery to such courier) or (d) sent by facsimile (effective upon confirmation of transmission), in each case, addressed as follows:

IF TO PURCHASER:                      Mr. Ron Hirasawa  
    General Products and Services Corporation  
    Paramount Road  
    Fort Wayne, IN 46808

With a copy to:                              Mr. Kenneth A. Latimer  
    Duane, Morris & Heckscher LLP  
    West Monroe Street  
    Suite 3400  
    Chicago, IL 60606

With an additional copy to: Mr. Laurence M. Frazen  
Bryan Cave, LLP  
One Kansas City Place  
Main Street  
Kansas City, MO 64105-2100

IF TO SELLER: Mr. Stephen B. Sutton  
Lathrop & Gage, L.C.  
Grand Boulevard  
Suite 2800  
Kansas City, MO 64108

IF TO LASALLE: Mr. Joseph \_\_. Fudacz  
LaSalle Bank, N.A.  
135 S. LaSalle Street, Suite 425  
Chicago, Illinois 60603-4105

With a copy to: Mr. Daniel J. Flanigan  
Polsinelli, White, Vardeman & Shalton, P.C.  
700 W. 47th Street, Suite 1000  
Kansas City, MO 64112-1808

or to such other or additional addresses as either party might designate by written notice to the other party.

18. **BROKERS.** Each of Seller and Purchaser represents and warrants to the other that it has not dealt with any brokers, finders or agents with respect to the transaction contemplated hereby. Seller shall on the Closing Date, deliver to Purchaser or Title Company customary affidavits or other documents relating to the absence of broker's liens that could arise in connection with the sale of the Property, if any. Each party agrees to indemnify, defend and hold harmless the other party, its successors, assigns and agents, from and against the payment of any commission, compensation, loss, damages, costs, and expense (including without limitation attorneys' fees and costs) incurred in connection with, or arising out of, claims for any broker's, agent's or finder's fees of any person claiming by or through such party. The obligations of Seller and Purchaser under this Section 18 shall survive the Closing and the termination of this Agreement.

19. **MISCELLANEOUS.**

19.1 Time is of the essence of each provision of this Agreement.

19.2 This Agreement and all provision hereof shall extend to, be obligatory upon and inure to the benefit of the respective heirs, legatees, successors and assigns of the parties hereto. Without limitation to the foregoing, Purchaser shall have the right to assign its rights (but not its liabilities) under this Agreement to, and to direct that the Conveyance

Documents, including without limitation the deeds provided for hereunder, run in favor of and/or list as grantee or assignee therein, any nominee identified by Purchaser.

19.3 Except as provided herein, this Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby.

19.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

19.5 If any of the provisions of this Agreement or the application thereof to any persons or circumstances shall, to the extent, be deemed invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby.

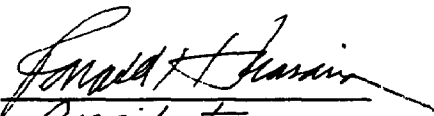
19.6 This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

19.7 This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that the Agreement may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.

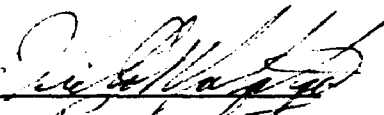
19.8 A facsimile or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

**IN WITNESS WHEREOF**, this Agreement has been executed as of the date first above written.

**GUY'S ACQUISITION COMPANY, L.L.C.**

By:   
Its: President

**FAMILY SNACKS INCORPORATED**

By:   
Its: President

**EXHIBIT A**

**LEGAL DESCRIPTION FOR 405 SOUTH LEONARD STREET**

**TRACT 1:**

All that part of the Southwest 1/4 of Section 8, Township 51 North, Range 31 West, in Liberty, Clay County, Missouri, described as follows:

Beginning at a point on the West line of the Southwest 1/4 of Section 8, that is North 00 degrees 19 minutes 46 seconds East, a distance of 10.00 feet from the Southwest corner of the Southwest Quarter of Section 8; thence North 00 degrees 19 minutes 46 seconds East, along the West line of the Southwest Quarter of Section 8, a distance of 801.00 feet to a point 80.00 feet South of the South right-of-way line of the "Old" Chicago, Milwaukee, and St. Paul Railroad; thence South 89 degrees 19 minutes 14 seconds East parallel with that right of way line, a distance of 167.00 feet; thence North 00 degrees 19 minutes 46 seconds East parallel with the West line of the Southwest 1/4 of Section 8, a distance of 80.00 feet to the south right-of-way line of the "Old" Chicago, Milwaukee, and St. Paul Railroad; thence Easterly along that right-of-way line the following 4 courses:

1. South 89 degrees 19 minutes 14 seconds East, a distance of 753.30 feet to a point of curve of a curve to the left having a central angle of 30 degrees 55 minutes 12 seconds and a radius of 1734.61 feet;
2. Northeasterly along the arc of that curve a distance of 936.09 feet;
3. North 00 degrees 13 minutes 36 seconds East, departing that curve in a nontangent direction, a distance of 58.31 feet to a point of curve of a nontangent curve to the left having a central angle of 14 degrees 56 minutes 08 seconds and a radius of 1684.61 feet, the radius point bears North 31 degrees 14 minutes 46 seconds West;
4. Northeasterly along the arc of that curve, a distance of 439.14 feet to the West right-of-way line of Chicago, Milwaukee and St. Paul Railroad, also being a point of curve of a nontangent curve to the right having a central angle of 05 degrees 10 minutes 32 seconds and a radius of 11377.53 feet, the radius point bears North 46 degrees 10 minutes 54 seconds West;

thence Southwesterly along that West right-of-way line and along the arc of that curve a distance of 1027.74 feet to a point of curve of a compound curve having a central angle of 02 degrees 48 minutes 09 seconds and a radius of 11359.16 feet; thence Southwesterly continuing along that West right-of-way line and along the arc of that curve, a distance of 555.62 feet to a point 10.00 feet North of and perpendicular to the South line of the Southwest 1/4 of Section 8; thence North 89 degrees 57 minutes 58 seconds West, along a line that is 10.00 feet North of and parallel with the South line of the Southwest 1/4 of Section 8, a distance of 1504.09 feet to the point of beginning, EXCEPT that part lying in Leonard Street.

**TRACT 2:**

All that part of the Southwest Quarter of Section 8, Township 51, Range 31, in Liberty, Clay County, Missouri, described as follows: Beginning at a point in the West line of said Quarter that is 811 feet North 0 degrees 13 minutes 46 seconds East of the Southwest corner of said Quarter; thence North 89 degrees 25 minutes 10 seconds East and parallel to the South line of said Quarter a distance of 167 feet; thence North 0 degrees 13 minutes 46 seconds East and parallel to the West line of said Quarter a distance of 80 feet; thence North 89 degrees 25 minutes 10 seconds West a distance of 167 feet; thence South 0 degrees 13 minutes 46 seconds West and parallel to the West line of said Quarter a distance of 80 feet to a point of beginning, except that part thereof lying in Leonard Street. (Sometimes known as City Block 55)

Exhibit B - Equipment

February 22, 2000  
1:07 PM

Page 1

# GUY'S FOODS DEPRECIATION EXPENSE REPORT

as of 02/29/2000

SYS No	Ext	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Prev Prior Accum Thru Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation Key
<b>Book: Internal FY: September</b>											
000076	000	11/22/94	0.00	NoDep	P 00 00	0.00	0.00	01/00	0.00	0.00	0.00
Bulk Flour System											
000077	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Trash Compactor											
000078	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Pretzel Packaging											
000079	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Popping System											
000080	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Potato Storage & East Potato Dump System											
000081	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Can Line											
000082	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Nut Packaging											
000083	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Variety Pack											
000084	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Baked Cheese											
000085	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
North Baked Cheese Line											
000086	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Baked Cheese Packaging											
000087	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Quality Control Lab											
000088	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Maintenance Shop											
000089	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Nut Frying Department											
000090	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Pork Rind Room											
000091	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Outside West Potato & Corn Receiving Area											
000092	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Corn Soaking Room											
000093	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Corn Chip Line											
000094	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Tortilla Chip Line #2											
000095	000	11/22/94	0.00	MF200	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Tortilla Chip Line #1											
000096	000	11/22/94	0.00	SLPM	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Fried Cheese Line											
000097	000	11/22/94	0.00	SLPM	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Tortilla Packaging Department											
000098	000	11/22/94	0.00	SLPM	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Tortilla Packaging											
000099	000	11/22/94	0.00	SLPM	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00
Oil Storage Room											

# GUY'S FOODS DEPRECIATION EXPENSE REPORT

as of 02/29/2000

SYS No	Ext	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Prev Prior Accum Thru Depreciation	Depreciation This Run	Current Year to Date	Crar Accum Depreciation Key	
000100	000	11/22/94	0.00	SLMM	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00	
Waste Water Treatment Room												
000101	000	11/22/94	0.00	SLMM	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00	
Potato Chip Line #2												
000102	000	11/22/94	0.00	SLMM	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00	
Potato Chip Line #3												
000105	000	11/22/94	0.00	SLMM	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00	
Outside												
000106	000	11/22/94	0.00	SLMM	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00	
Office Areas												
000107	000	11/22/94	0.00	SLMM	P 07 00	0.00	0.00	01/00	0.00	0.00	0.00	
Material Handling												
000109	000	11/22/94	0.00	SLMM	R 40 00	0.00	0.00	01/00	0.00	0.00	0.00	
Building												
000162	000	10/01/95	0.00	SLMM	P 05 00	0.00	0.00	01/00	0.00	0.00	0.00	
CAPITALIZED REPAIRS												
000165	000	03/01/95	0.00	SLMM	P 05 00	0.00	0.00	01/00	0.00	0.00	0.00	
5 YR PROPERTY												
000166	000	03/01/95	0.00	SLMM	P 12 00	0.00	0.00	01/00	0.00	0.00	0.00	
7 YR PROPERTY												
000167	000	12/01/94	0.00	Own	R 40 00	0.00	0.00	01/00	0.00	0.00	0.00	
33 YR PROP												
000168	000	03/01/95	0.00	SLMM	P 05 00	0.00	0.00	01/00	0.00	0.00	0.00	
REPAIR & MAIN-5 YR												
Count= 36 -----												
G/L Expense Acct No: ACCOUNTING												
			0.00			0.00	0.00	0.00	0.00	0.00	0.00	
Less disposals and transfers												
			0.00			0.00	0.00	0.00			0.00	
-----												
Net			0.00			0.00	0.00	0.00	0.00	0.00	0.00	
000043	000	03/01/95	19008.50	SLMM	A 05 00	0.00	19008.50	01/00	18691.69	0.00	316.81	19008.50
Company car												
000049	000	03/01/95	17408.50	SLMM	A 05 00	0.00	17408.50	01/00	17119.36	0.00	290.14	17408.50
Company car												
000050	000	03/01/95	16558.50	SLMM	A 05 00	0.00	16558.50	01/00	15173.63	275.97	1379.87	16558.50
Company car												
000071	000	07/01/95	15758.50	SLMM	A 05 00	0.00	15758.50	01/00	15495.86	0.00	262.64	15758.50
Company car												
000072	000	07/01/95	22508.50	SLMM	A 05 00	0.00	22508.50	01/00	22133.36	0.00	375.14	22508.50
Company car												
000122	005	05/19/95	201.83	SLMM	A 05 00	0.00	201.83	11/99	134.57	0.00	6.72	141.29 d
005	05/19/95	11504.28	SLMM	A 05 00	0.00	11504.28	01/00	7669.53	191.74	958.69	8528.22	
Vehicle buyout-Borden BLC												
000123	000	05/01/95	5000.00	SLMM	A 05 00	0.00	5000.00	01/00	3416.67	83.33	416.66	3833.33
GMC Step Van												
000124	000	06/01/95	15965.50	SLMM	A 05 00	0.00	15965.50	01/00	10643.67	266.09	1330.45	11974.12
Astercubille												

# GUY'S FOODS DEPRECIATION EXPENSE REPORT

as of 02/29/2000

SYS No	Ext	In Svc Date	Acquired Value	Dep Mech	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Prev Prior Thru Depreciation	Accum Depreciation This Run	Current Year to Date	Curr Accum Depreciation Key	
000125	000	05/01/96	15935.50	SLMM	A 05 00	0.00	15935.50	01/00	10523.67	255.59	1327.95	11951.62
												Automobile
000126	000	05/01/96	15508.50	SLMM	A 05 00	0.00	15508.50	01/00	10339.00	258.47	1292.37	11631.37
												Automobile
000129	002	07/01/96	3751.29	SLMM	A 05 00	0.00	3751.29	01/00	2438.35	62.52	312.60	2750.95
												SLC payout
000130	000	09/01/96	13008.50	SLMM	A 05 00	0.00	13008.50	01/00	8021.91	216.81	1084.04	9105.95
												Company Car
000133	000	03/03/97	9512.63	SLMM	A 05 00	0.00	9512.63	01/00	4914.87	158.55	792.72	5707.59
												COMPANY CAR
000134	000	06/01/97	42841.50	SLMM	A 05 00	0.00	42841.50	01/00	19992.70	714.02	3570.12	23562.82
												Company Car
000148	000	08/01/97	16541.50	SLMM	A 05 00	0.00	16541.50	01/00	7167.98	275.69	1378.45	8546.43
												95 BUICK PARK AVENUE
000149	000	08/01/97	40125.45	SLMM	A 05 00	0.00	40125.45	01/00	17387.70	668.75	3343.78	20731.48
												1997 CADILLAC CONCOURSE
000175	000	12/01/97	20543.50	SLMM	A 05 00	0.00	20543.50	01/00	7569.28	344.05	1720.29	9289.57
												1994 CADILLAC SEVILLE
000176	000	12/01/97	26008.50	SLMM	A 05 00	0.00	26008.50	01/00	9535.45	433.47	2157.37	11703.92
												1995 CADILLAC SEVILLE
000219	000	04/01/98	14158.50	SLMM	A 05 00	0.00	14158.50	01/00	4250.55	235.14	1180.70	5431.25
												1997 Chevy Lumina
000229	000	07/01/98	17287.00	SLMM	A 05 00	0.00	17287.00	01/00	4321.75	288.12	1440.58	5762.33
												1998 chevy lumina
000240	000	07/01/98	16629.65	SLMM	P 07 00	0.00	16629.65	01/00	2969.59	197.97	989.86	3959.45
												CAP ENGINE REPAIRS
000241	000	07/01/98	8055.51	SLMM	P 07 00	0.00	8055.51	01/00	1440.27	96.02	480.09	1920.36
												CAP ENGINE REPAIRS
000242	000	07/01/98	3310.01	SLMM	P 07 00	0.00	3310.01	01/00	591.08	33.40	197.02	788.10
												CAP ENGINE REPAIRS
000243	000	07/01/98	22615.95	SLMM	P 07 00	0.00	22615.95	01/00	4038.56	259.23	1346.18	5384.74
												CAP ENGINE REPAIRS
000244	000	07/01/98	12480.05	SLMM	P 07 00	0.00	12480.05	01/00	2228.59	148.57	742.86	2971.45
												CAP ENGINE REPAIRS
000253	000	08/09/98	14534.00	SLMM	A 05 00	0.00	14534.00	01/00	3414.60	243.90	1219.50	4634.10
												1998 Chevrolet Lumina
000254	000	08/09/98	17757.65	SLMM	A 05 00	0.00	17757.65	01/00	4143.45	295.95	1479.90	5523.25
												1998 Chevrolet Lumina
000279	000	11/01/98	17455.95	SLMM	A 05 00	0.00	17455.95	01/00	3200.25	290.93	1454.65	4654.92
												1999 Chevy Lumina S/N5153 co car #1573
000280	000	11/01/98	17455.95	SLMM	A 05 00	0.00	17455.95	01/00	3200.25	290.93	1454.65	4654.92
												1999 Chevy Lumina S/N 2462 co #1671
000281	000	11/01/98	17455.95	SLMM	A 05 00	0.00	17455.95	01/00	3200.26	290.93	1454.65	4654.92
												1999 Chevy Lumina s/n 2655 co #1674
000282	000	11/01/98	17455.95	SLMM	A 05 00	0.00	17455.95	01/00	3200.26	290.93	1454.65	4654.92
												1999 Chevy Lumina s/n 3115 co #1672
000283	000	11/01/98	17455.95	SLMM	A 05 00	0.00	17455.95	01/00	3200.25	290.93	1454.66	4654.92
												1999 Chevy Lumina s/n 8581 co #1570
000291	000	12/01/98	5555.16	SLMM	A 05 00	0.00	5555.16	01/00	1036.78	94.25	471.26	1508.04



# GUY'S FOODS DEPRECIATION EXPENSE REPORT

as of 02/29/2000

SYS No	Ext	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Prev Prior Thru Depreciation	Accum Depreciation This Run	Current Year to Date	Curr Accum Depreciation Key
MAJOR REPAIRS ON UNIT 294											
000292	000	12/01/98	5995.57	SLMM	A 05 00	0.00	5995.57	01/00	999.26	99.92	1498.89
MAJOR REPAIRS UNITS148											
000293	000	12/01/98	5325.16	SLMM	A 05 00	0.00	5325.16	01/00	687.53	88.75	1331.29
MAJOR REPAIRS UNITS1354											
000294	000	12/01/98	17406.45	SLMM	A 05 00	0.00	17406.45	01/00	2901.08	290.10	4351.61
1999 Chevy Lumina											
000295	000	12/01/98	23750.00	SLMM	A 05 00	0.00	23750.00	01/00	3958.33	395.83	5937.49
1998 GMC PICKUP											
000299	000	01/01/99	5456.25	SLMM	P 07 00	0.00	5456.25	01/00	585.57	65.08	911.04
GARAGE REPAIR - UNIT 139											
000307	000	02/01/99	6210.00	SLMM	P 07 00	0.00	6210.00	01/00	591.43	73.93	961.07
MAJOR REPAIRS UNIT 1448											
000314	000	04/01/99	10201.11	SLMM	P 07 00	0.00	10201.11	01/00	729.84	121.44	1337.04
GARAGE REPAIR: UNIT 1437											
000324	000	05/01/99	11382.80	SLMM	A 05 00	0.00	11382.80	01/00	758.85	189.71	1707.41
GARAGE REPAIRS-UNITS 1356/1141											
000325	000	05/01/99	9115.00	SLMM	A 05 00	0.00	9115.00	01/00	607.57	151.92	1367.25
TAURUS '95											
000341	000	07/01/99	13584.85	SLMM	P 07 00	0.00	13584.85	01/00	483.75	162.91	1303.32
GARAGE REPAIRS #113/#285											
000353	000	09/01/99	17526.03	SLMM	P 07 00	0.00	17526.03	01/00	208.64	208.64	1251.85
GARAGE REPAIRS											
000354	000	09/01/99	20000.00	SLMM	P 07 00	0.00	20000.00	01/00	238.10	238.09	1428.57
AUTOS-DISTRIS BOYOOT											
000358	000	11/01/99	7204.65	SLMM	P 07 00	0.00	7204.65	01/00	0.00	85.77	343.08
GARAGE REPAIR UNIT 1193											
000367	000	12/01/99	2736.48	SLMM	P 07 00	0.00	2736.48	01/00	0.00	32.58	97.73
GARAGE REPAIR - UNIT 61											
Count= 48											
G/L Expense Acct No: AUTO											
			703678.61			0.00	703678.61		255855.92	9783.94	315885.36
Less disposals and transfers											
			201.83			0.00	201.83		134.57		141.29
-----											
Net			703476.78			0.00	703476.78		255731.35	9783.94	315745.07
000151	000	09/01/97	5308.00	SLMM	P 07 00	0.00	5308.00	01/00	1579.77	63.19	1895.72
snacks ac rework											
000153	000	09/01/97	20787.00	SLMM	R 40 00	0.00	20787.00	01/00	1032.57	43.31	1299.20
Roof Repair											
000154	000	09/01/97	11556.90	SLMM	R 40 00	0.00	11556.90	01/00	601.92	24.08	722.30
FLOOR REPLACEMENT											
000155	000	10/01/97	1445.46	SLMM	R 40 00	0.00	1445.46	01/00	72.28	3.01	87.33
Baked Catwalk											
000197	000	01/01/98	6470.00	SLMM	R 40 00	0.00	6470.00	01/00	283.06	13.48	350.45
PRETZEL LINE FRESH AIR INTAKE STACK											
000198	000	01/01/98	3130.00	SLMM	R 40 00	0.00	3130.00	01/00	136.94	6.52	169.54
FLOOR REPLACEMENT											

# GUY'S FOODS DEPRECIATION EXPENSE REPORT

as of 02/29/2000

SYS No	Ext	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage Sect 179	Depreciable Basis	Pror Prior Accum Trns Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation Key
000204	000	02/01/99	129909.57	SLM	R 40 00	0.00	129909.57	01/00 5371.23	268.56	1340.80	6714.13
BARRIELING/WALL PROJECT											
000245	000	07/01/98	12791.88	SLM	R 07 00	0.00	12791.88	01/00 2284.26	152.29	761.42	3045.68
PARKING LOT IMPROVEMENTS											
000250	000	03/01/98	9638.00	SLM	R 40 00	0.00	9638.00	01/00 251.03	20.08	200.39	361.42
WAREHOUSE BATHROOM REMODEL											
000285	000	12/01/98	19402.23	SLM	R 40 00	0.00	19402.23	01/00 216.71	21.67	108.35	385.06
FIBER CABLE/PHONE CABLE INSTALLATION											
000286	000	12/01/98	1105.82	SLM	R 40 00	0.00	1105.82	01/00 23.04	2.31	11.52	34.56
LIGHTING FOR GUARD SHACK											
000296	000	01/01/99	19864.00	SLM	R 40 00	0.00	19864.00	01/00 353.70	39.30	196.50	550.20
Sales Office Roof Repair											
000300	000	01/01/99	2713.00	SLM	R 40 00	0.00	2713.00	01/00 50.87	5.65	28.26	79.13
HANDRAILS - PERSONNEL BLDG											
000302	000	04/01/99	55860.14	SLM	R 40 00	0.00	55860.14	01/00 698.25	116.37	561.37	1290.12
Floor/Wall Materials											
000309	000	04/01/99	153930.89	SLM	R 40 00	0.00	153930.89	01/00 1924.14	320.69	1602.44	3527.33
ANNEX REMODEL											
000310	000	04/01/99	6407.00	SLM	R 40 00	0.00	6407.00	01/00 80.09	13.35	66.74	146.83
NOVE WALLS: A/P AND CAFETERIA											
000322	000	05/01/99	1695.31	SLM	R 40 00	0.00	1695.31	01/00 14.05	3.51	17.56	31.61
HANDRAILS/FENCE-PERSONNEL											
000323	000	05/01/99	13135.48	SLM	R 40 00	0.00	13135.48	01/00 109.46	27.36	136.62	246.28
POND DREDGING											
000356	000	09/01/99	3931.00	SLM	R 40 00	0.00	3931.00	01/00 7.98	7.98	39.90	47.88
INSULATION-PIPES											
000360	000	11/01/99	7980.00	SLM	R 40 00	0.00	7980.00	01/00 0.00	16.53	66.50	66.50
LAGOON PURATION BYPASS											
000361	000	11/01/99	1480.75	SLM	R 40 00	0.00	1480.75	01/00 0.00	3.08	12.33	12.33
CLARIFIER SAMPLING											
000363	000	11/01/99	2250.00	SLM	R 40 00	0.00	2250.00	01/00 0.00	4.58	18.74	18.74
WALL REPAIRS-CONCRETE WORK											
000366	000	11/01/99	20902.50	SLM	R 40 00	0.00	20902.50	01/00 0.00	43.34	173.35	173.35
HVAC IMPROVEMENTS											
000369	000	12/01/99	51278.85	SLM	R 40 00	0.00	51278.85	01/00 0.00	106.83	320.49	320.49
LAGOON DREDGING											
Count= 24											
G/L Expense Acct No: BLDG IMPROV						0.00	551764.79	15151.45	1327.27	6354.49	21506.33
Less disposals and transfers						0.00	0.00	0.00			0.00
Net						0.00	551764.79	15151.45	1327.27	6354.49	21506.33
000252	000	07/01/98	40728.75	SLM	P 07 00	0.00	40728.75	01/00 7272.99	494.86	2424.32	9597.31
Security - Barricades											
000311	000	04/01/99	1032.40	SLM	R 40 00	0.00	1032.40	01/00 12.91	2.15	10.75	23.66
PARKING LOT IMPROV											
Count= 2											

# GUY'S FOODS DEPRECIATION EXPENSE REPORT

as of 02/29/2000

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G/L Expense Acct No: BLDG IMPROV - 310												
			41761.15			0.00	41761.15	7285.91	487.01	2435.07	9720.97	
Less disposals and transfers												
			0.00			0.00	0.00	0.00			0.00	
Net			41761.15			0.00	41761.15	7285.91	487.01	2435.07	9720.97	
000271	000	09/01/98	32037.48	SLM	R 40 00	0.00	32037.48	01/00	867.69	66.74	333.72	1201.41
BUILDING - 363 S. LEONARD												
Count= 1												
G/L Expense Acct No: BUILDING - 300												
			32037.48			0.00	32037.48	867.69	66.74	333.72	1201.41	
Less disposals and transfers												
			0.00			0.00	0.00	0.00			0.00	
Net			32037.48			0.00	32037.48	867.69	66.74	333.72	1201.41	
000245	000	07/01/99	20357.71	SLM	R 40 00	0.00	20357.71	01/00	536.49	42.43	212.16	849.65
GUARD POST												
Count= 1												
G/L Expense Acct No: BUILDING - 310												
			20357.71			0.00	20357.71	536.49	42.43	212.16	849.65	
Less disposals and transfers												
			0.00			0.00	0.00	0.00			0.00	
Net			20357.71			0.00	20357.71	536.49	42.43	212.16	849.65	
000257	000	09/01/98	5417.00	SLM	R 40 00	0.00	5417.00	01/00	173.61	13.37	66.64	240.64
BOILER STACK REPLACEMENT												
Count= 1												
G/L Expense Acct No: BUILDING - 300												
			5417.00			0.00	5417.00	173.61	13.37	66.64	240.64	
Less disposals and transfers												
			0.00			0.00	0.00	0.00			0.00	
Net			5417.00			0.00	5417.00	173.61	13.37	66.64	240.64	
000301	000	01/01/99	20000.00	SLM	P 07 00	0.00	20000.00	01/00	2142.89	236.09	1130.47	3333.33
MOTOR COACH REFURBISHMENT												
000312	000	04/01/99	13775.00	SLM	P 07 00	0.00	13775.00	01/00	983.23	163.99	619.24	1603.67
COACH REFURBISHMENT												
000338	000	07/01/99	157675.00	SLM	P 07 00	0.00	157675.00	01/00	5631.23	1877.08	9383.41	15016.66
IBM LEASE												
Count= 3												
G/L Expense Acct No: CAPITAL LEASE												
			191450.00			0.00	191450.00	8758.54	2279.15	11395.83	20133.86	
Less disposals and transfers												
			0.00			0.00	0.00	0.00			0.00	

# GUY'S FOODS DEPRECIATION EXPENSE REPORT

as of 02/29/2000

SYS No	Ext	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Prev Factor Acctg Thru Depreciation	Depreciation This Run	Current Year to Date	Curr Acctg Depreciation Key
Net			191450.00			0.00	191450.00	8758.34	2179.08	11398.92	20153.96
000163	000	10/01/95	0.00	Own	P 05 00	0.00	0.00	01/00	0.00	0.00	0.00
CAPITAL LEASES-TRUCKS & TRAILORS											
000170	000	10/01/95	4279451.20	SLMM	P 05 00	0.00	4279451.20	01/00	2946010.24	71730.88	333924.24
CAPITAL LEASES-TRUCKS											
000171	000	11/01/96	31984.29	SLMM	P 05 00	0.00	31984.29	01/00	12857.51	533.07	2455.35
CAPITAL LEASES-FL60											
Count=	3										
G/L Expense Acct No: CAPITAL LEASES											
			4279435.49			0.00	4279435.49		2922668.28	71823.92	356619.61
Less disposals and transfers											
			0.00			0.00	0.00		0.00		0.00
Net			4279435.49			0.00	4279435.49		2922668.28	71823.92	356619.61
000169	000	05/01/96	431789.80	SLMM	P 04 00	0.00	431789.80	01/00	401491.81	10137.23	50186.43
CAPITAL LEASE - 44 TRAILERS											
000172	000	01/01/97	53001.49	SLMM	P 04 00	0.00	53001.49	01/00	57053.82	1729.13	2445.96
CAPITAL LEASE VARIOUS TRAILERS											
000209	000	03/01/93	4116.89	SLMM	P 07 00	0.00	4116.89	01/00	931.20	49.01	245.05
CAP LEASE - PALLET TRUCK											
Count=	3										
G/L Expense Acct No: CAPITAL LEASES - 430											
			568908.18			0.00	568908.18		459486.23	11825.43	59077.46
Less disposals and transfers											
			0.00			0.00	0.00		0.00		0.00
Net			568908.18			0.00	568908.18		459486.23	11825.43	59077.46
000001	000	12/01/94	3530.55	SLMM	Q 05 00	0.00	3530.55	11/99	3471.71	0.00	58.84
Computer-Chuck Macan											
000003	000	01/24/95	23069.83	SLMM	P 05 00	0.00	23069.83	01/00	22705.01	0.00	364.81
Network equipment-Jim Loetel											
000004	000	01/19/95	2017.75	SLMM	P 05 00	0.00	2017.75	01/00	1994.01	0.00	23.74
Network equipment-Jim Loetel											
000005	000	01/23/95	6049.01	SLMM	P 05 00	0.00	6049.01	01/00	5948.23	0.00	100.78
Network equipment-Jim Loetel											
000007	000	01/24/95	4035.58	SLMM	P 05 00	0.00	4035.58	01/00	3952.34	0.00	83.24
Network equipment-Jim Loetel											
000013	000	02/01/95	4497.58	SLMM	P 05 00	0.00	4497.58	01/00	4422.64	0.00	74.94
Laser jet printer											
000014	000	02/01/95	2026.65	SLMM	P 05 00	0.00	2026.65	01/00	2051.87	0.00	34.78
Laser Printer											
000016	000	02/01/95	10521.10	SLMM	P 05 00	0.00	10521.10	01/00	10404.75	0.00	116.35
Computer peripherals											
000017	000	02/01/95	25400.52	SLMM	P 05 00	0.00	25400.52	01/00	24977.07	0.00	423.45
Computer peripherals											
000019	000	02/01/95	1955.34	SLMM	P 05 00	0.00	1955.34	01/00	1933.87	0.00	21.47

# GUY'S FOODS DEPRECIATION EXPENSE REPORT

as of 02/29/2000

SYD No	Ext	In Strc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Prm Thru	Pror Alloc Thru	Accum Depreciation	Depreciation This Run	Current Year to Date	Over Alloc Depreciation Key
Computer peripherals													
000019	000	02/01/95	128994.50	SLMM	P 05 00	0.00	128994.50	01/00		126634.78	0.00	1,49.74	128994.50
Computer peripherals													
000021	000	02/01/95	3419.76	SLMM	P 05 00	0.00	3419.76	01/00		3361.76	0.00	58.00	3419.76
Laser printer and peripheral													
000022	000	02/01/95	3770.59	SLMM	P 05 00	0.00	3770.59	01/00		3707.76	0.00	62.83	3770.59
Computer peripherals													
000040	000	03/27/95	1439.14	SLMM	Q 05 00	0.00	1439.14	01/00		1415.14	0.00	23.99	1439.14
Computer													
000043	000	03/01/95	4515.60	SLMM	P 05 00	0.00	4515.60	01/00		4440.35	0.00	75.25	4515.60
Computer equipment													
000051	000	03/14/95	3211.40	SLMM	P 05 00	0.00	3211.40	01/00		3157.85	0.00	53.55	3211.40
DASD Rack													
000052	000	04/01/95	21278.92	SLMM	P 05 00	0.00	21278.92	01/00		20924.16	0.00	354.66	21278.92
Disk Drive													
000053	000	04/18/95	18260.56	SLMM	Q 05 00	0.00	18260.56	01/00		17956.21	0.00	304.35	18260.56
Personal computers/laser printers													
000055	000	04/10/95	1543.97	SLMM	P 05 00	0.00	1543.97	01/00		1513.22	0.00	30.75	1543.97
Laser printer													
000056	000	04/05/95	2489.29	SLMM	Q 05 00	0.00	2489.29	01/00		2445.33	0.00	43.96	2489.29
Personal computer													
000057	000	05/01/95	7188.47	SLMM	P 05 00	0.00	7188.47	01/00		7058.55	0.00	129.92	7188.47
Main frame peripherals													
000058	000	05/01/95	2305.02	SLMM	Q 05 00	0.00	2305.02	01/00		2257.57	0.00	47.45	2305.02
Personal computer													
000059	000	05/10/95	2450.74	SLMM	P 05 00	0.00	2450.74	01/00		2419.74	0.00	31.00	2450.74
Multitech Mini Array													
000070	000	05/12/95	3853.17	SLMM	Q 05 00	0.00	3853.17	01/00		3799.77	0.00	53.40	3853.17
Personal Computer													
000073	000	03/08/95	2357.94	SLMM	Q 05 00	0.00	2357.94	01/00		2319.55	0.00	38.39	2357.94
Personal Computer													
000074	000	03/05/95	5871.41	SLMM	P 05 00	0.00	5871.41	01/00		5773.55	0.00	97.86	5871.41
UPS power supply for AS400													
000111	000	10/02/95	2357.94	SLMM	P 05 00	0.00	2357.94	01/00		1926.34	39.30	136.49	2052.35
Personal Computer													
000112	000	10/12/95	2350.53	SLMM	P 05 00	0.00	2350.53	01/00		1841.34	39.17	135.37	2037.13
Personal Computer for Accounting													
000113	000	10/04/95	2384.44	SLMM	P 05 00	0.00	2384.44	01/00		1907.55	39.74	138.70	2106.26
Personal Computer for Purchasing													
000114	000	10/24/95	1971.04	SLMM	P 05 00	0.00	1971.04	01/00		1543.22	32.85	154.25	1705.24
Personal Computer													
000115	000	12/01/95	1849.26	SLMM	P 05 00	0.00	1849.26	01/00		1417.76	30.82	154.10	1571.86
Laser printer													
000116	000	12/15/95	4912.00	SLMM	P 05 00	0.00	4912.00	01/00		3539.21	80.20	401.00	4093.20
Disk Drives for AS400													
000117	000	02/01/95	2232.37	SLMM	P 05 00	0.00	2232.37	01/00		1637.04	37.20	186.02	1823.08
Personal computer													
000118	000	02/01/95	3345.95	SLMM	P 05 00	0.00	3345.95	01/00		2600.37	59.10	235.49	2995.86
Personal computer													

# GUY'S FOODS DEPRECIATION EXPENSE REPORT

as of 02/29/2000

STG No	Ext	In Svc Date	Acquired Value	Dep Meth	P Est	T Life	Salvage Sect	Depreciable Basis	Pror Thru	Pror Thru Depreciation	Accum Depreciation	Current Year to Date	Year End Accum Depreciation
000119	000	02/01/96	2213.40	SLMX	P	05	00	0.00	01/00	1623.16	36.89	194.48	1807.65
Personal computer													
000120	000	03/01/96	61708.21	SLMX	P	05	00	0.00	01/00	44224.21	1626.47	3142.38	47366.59
3600 E Motorola Modems													
000121	000	04/01/96	3786.35	SLMX	P	05	00	0.00	01/00	2651.95	63.14	315.69	2967.64
Personal Computer													
000122	000	06/01/96	17241.28	SLMX	P	07	00	0.00	01/00	1210.13	265.25	1026.26	1836.39
Markem Codewriter Inkjet													
000143	000	08/01/97	75889.57	SLMX	P	07	00	0.00	01/00	53469.64	393.44	4517.23	58986.87
FUJITSU MOBILE PRINTER													
000146	000	09/01/97	430758.31	SLMX	P	05	00	0.00	01/00	196561.93	7179.30	35396.52	231958.45
HANDHELD - 147													
000155	000	09/01/97	10996.14	SLMX	P	05	00	0.00	01/00	4581.73	183.27	916.34	5498.07
PC'S													
000158	000	10/01/97	249.34	SLMX	P	05	00	0.00	01/00	99.74	4.15	20.77	120.51
Magnavox 17" Monitor													
000159	000	10/01/97	1933.29	SLMX	P	05	00	0.00	01/00	773.32	32.22	161.10	934.42
105 SE PRINTER													
000160	000	10/01/97	1933.29	SLMX	P	05	00	0.00	01/00	773.32	32.22	161.10	934.42
105 SE PRINTER													
000161	000	10/01/97	716.18	SLMX	P	05	00	0.00	01/00	286.48	11.94	59.48	345.96
SEC 17" MONITOR													
000181	000	01/01/98	130.02	SLMX	P	05	00	0.00	01/00	45.50	2.17	10.63	56.33
122 KEYBOARD													
000182	000	01/01/98	717.58	SLMX	P	05	00	0.00	01/00	251.16	11.96	59.80	310.96
1970 COLOR TERMINAL W/PP													
000183	000	01/01/98	329.91	SLMX	P	05	00	0.00	01/00	115.12	5.48	27.40	142.52
COM FASTLINK 10/100 BASE -COMPUTER CARDS													
000184	000	01/01/98	498.67	SLMX	P	05	00	0.00	01/00	174.53	8.31	41.55	216.08
MAGNAVOX 14" MONITOR													
000185	000	01/01/98	7093.55	SLMX	P	05	00	0.00	01/00	2482.74	118.22	591.12	3073.86
HANDHELD- FUJITSU 3015													
000186	000	01/01/98	1702.41	SLMX	P	05	00	0.00	01/00	595.64	28.37	141.86	737.50
FD TO AS400 CONVERTERS													
000187	000	01/01/98	201.59	SLMX	P	05	00	0.00	01/00	70.56	3.36	16.80	87.36
56 K EXT. FAX/MODEM													
000188	000	01/01/98	275.86	SLMX	P	05	00	0.00	01/00	96.55	4.59	22.98	119.53
33.6 EXT MODEM													
000189	000	01/01/98	379.84	SLMX	P	05	00	0.00	01/00	132.95	6.33	31.65	164.60
1.6 GB EIDE 3.5L													
000191	000	01/01/98	900.79	SLMX	P	05	00	0.00	01/00	315.28	15.01	75.05	390.34
3 COM SUPERSTOCK HUB													
000192	000	01/01/98	1302.81	SLMX	P	05	00	0.00	01/00	455.98	21.71	108.56	564.54
EJI PRINTERS FOR LABELS													
000193	000	01/01/98	1729.43	SLMX	P	05	00	0.00	01/00	605.31	28.83	144.12	749.43
NETWORK SERVER UPGRADE													
000200	000	02/01/98	50149.94	SLMX	P	05	00	0.00	01/00	16716.65	635.83	4179.16	20895.81
HAND HELDS (40)													
000201	000	02/01/98	1533.15	SLMX	P	05	00	0.00	01/00	511.05	25.55	127.76	638.81

# GUY'S FOODS DEPRECIATION EXPENSE REPORT

as of 02/29/2000

SVS No	Ext	In Strc Date	Acquired Value	Dep Meth	P Est	T Life	Salvage Sect	Depreciable Base	Est Total Depreciation	Accum Depreciation This Run	Current Date	Over Accum Depreciation		
000202	000	02/01/98	1961.35	SLMM	P	05	00	0.00	1961.35	01/00	693.78	32.49	1667.86	817.22
33.6 EXT MODEM (10) AND 36 X EXT MODEM (1)														
000203	000	02/01/98	410.63	SLMM	P	05	00	0.00	410.63	01/00	136.33	6.33	374.30	170.00
MODEM CABLE FOR HAND HELDS														
000204	000	02/01/98	54.06	SLMM	P	05	00	0.00	54.06	01/00	18.02	0.50	46.04	22.52
AS 430 SYSTEM UNIT														
000205	000	02/01/98	506.58	SLMM	P	05	00	0.00	506.58	01/00	165.36	8.44	421.22	211.07
MAGNETIC TAPE DRIVE														
000211	000	03/01/96	740663.43	SLMM	P	05	00	0.00	740663.43	01/00	530952.14	12347.73	61738.61	692690.76
Handhelds and printers														
000213	000	03/01/98	12555.99	SLMM	P	05	00	0.00	12555.99	01/00	3976.07	203.27	1048.80	5022.40
(10) FUJITSU 3017 HH COMPUTERS														
000214	000	03/01/98	823.99	SLMM	P	05	00	0.00	823.99	01/00	279.93	14.73	78.66	353.69
FUJITSU AT 3000/AT 3500 CABLE														
000215	000	03/01/98	1604.23	SLMM	P	05	00	3.00	1604.23	01/00	508.01	26.73	133.61	641.69
(12) U.S. ROBOTICS 33.6 MODEMS														
000216	000	03/01/98	1225.20	SLMM	P	05	00	0.00	1225.20	01/00	397.93	20.42	103.11	490.00
UPGRADE 3016 HH TO 3017 HH														
000217	000	03/01/98	3456.26	SLMM	P	05	00	0.00	3456.26	01/00	1095.31	57.64	291.10	1383.53
2 MB S - RAM CARD														
000218	000	07/01/97	1156.90	SLMM	P	05	00	0.00	1156.90	01/00	289.23	19.23	91.47	388.63
Fujitsu Hand Held														
000231	000	07/01/98	1453.12	SLMM	P	05	00	0.00	1453.12	01/00	365.73	24.35	121.30	487.70
Compaq Deskpro/Card/Monitor														
000232	000	07/01/98	2241.83	SLMM	P	05	00	0.00	2241.83	01/00	560.43	37.35	196.32	747.30
Compaq Deskpro/Monitor/Printer														
000233	000	07/01/98	1205.42	SLMM	P	05	00	0.00	1205.42	01/00	301.33	20.09	101.43	401.80
Fujitsu Hand Held														
000234	000	07/01/98	1729.43	SLMM	P	05	00	0.00	1729.43	01/00	432.33	28.83	143.12	575.43
(10) 2 mb s-ram cards HH														
000235	000	07/01/98	1794.15	SLMM	P	05	00	0.00	1794.15	01/00	443.54	29.90	143.31	593.05
Compaq Laptop, Memory Chips														
000236	000	07/01/98	1480.10	SLMM	P	05	00	0.00	1480.10	01/00	370.01	24.67	123.14	433.37
(9) com pci 100 mbs cards														
000237	000	07/01/98	745.52	SLMM	P	05	00	0.00	745.52	01/00	186.33	12.42	61.13	248.50
Compaq Deskpro & Card														
000238	000	07/01/98	11315.30	SLMM	P	05	00	0.00	11315.30	01/00	2953.63	196.92	934.40	3938.43
(3) Compaq Deskpros & Memory														
000263	000	09/01/98	1411.13	SLMM	P	05	00	0.00	1411.13	01/00	305.73	23.52	117.33	423.34
PERSONAL COMPUTER-DIR. OF H.R.														
000264	000	09/01/98	1664.71	SLMM	P	05	00	0.00	1664.71	01/00	360.63	27.74	133.71	499.41
PERSONAL COMPUTER - TELEPHONE ROOM														
000265	000	09/01/98	1250.00	SLMM	P	05	00	0.00	1250.00	01/00	270.83	20.83	104.13	374.99
ZEPHA S-500 THERMAL TRANSFER PRINTER														
000266	000	09/01/98	2732.00	SLMM	P	05	00	0.00	2732.00	01/00	591.93	45.53	227.63	819.59
PERSONAL COMPUTERS (2)														
000267	000	09/01/98	315.00	SLMM	P	05	00	0.00	315.00	01/00	68.23	5.25	21.23	91.50
SERIAL CARD FOR PHONE														

# GUYS FOODS DEPRECIATION EXPENSE REPORT

as of 02/29/2000

SYD NO	Ext	In Svc Date	Acquired Value	Dep Meth	F Est %	Salvage %	Depreciable Base	Year Thru	From Accum Depreciation	Depreciation This Run	Current Test to Date	Cost Accum Depreciation Key
000252	000	03/01/99	300.00	SLMX	2	05	00	0.00	300.00	01/00	68.00	232.00
TEER MODEMS FOR SALES HELDS												
000253	000	09/01/99	347.00	SLMX	2	05	00	0.00	347.00	01/00	75.00	272.00
17 INCH MONITOR												
000270	000	09/01/99	181.00	SLMX	2	05	00	0.00	181.00	01/00	35.75	145.25
18 INCH MONITOR												
000284	000	12/01/99	5125.39	SLMX	2	07	00	0.00	5125.39	01/00	610.00	4515.39
3 Personal Computers for Acctg												
000288	000	12/01/99	1956.03	SLMX	2	07	00	0.00	1956.03	01/00	234.40	1721.63
HP PRINTER FOR PERSONNEL												
000289	000	12/01/99	530.50	SLMX	2	07	00	0.00	530.50	01/00	63.00	467.50
1 MODEM												
000290	000	12/01/99	1611.55	SLMX	2	07	00	0.00	1611.55	01/00	191.50	1420.05
PC FOR MAINTENANCE												
000303	000	02/01/99	791.45	SLMX	2	07	00	0.00	791.45	01/00	75.30	716.15
4 MODEMS-FASTTALK LP												
000305	000	02/01/99	2151.71	SLMX	2	07	00	0.00	2151.71	01/00	204.00	1947.71
PENTIUM (FOR VID)												
000306	000	02/01/99	3857.80	SLMX	2	07	00	0.00	3857.80	01/00	367.40	3490.40
2 COMPUTERS - PERSONNEL												
000315	000	04/01/99	302.12	SLMX	2	07	00	0.00	302.12	01/00	57.30	244.82
MODEMS/PRINTER												
000316	000	04/01/99	1005.83	SLMX	2	07	00	0.00	1005.83	01/00	71.30	934.53
7 MODEMS												
000317	000	04/01/99	714.65	SLMX	2	07	00	0.00	714.65	01/00	51.00	663.65
PCMC - COMPUTER												
000318	000	04/01/99	1919.36	SLMX	2	07	00	0.00	1919.36	01/00	137.00	1782.36
COMPUTER PARTS												
000319	000	04/01/99	6053.11	SLMX	2	07	00	0.00	6053.11	01/00	433.00	5620.11
MISC OF EQUIP												
000330	000	05/01/99	4780.23	SLMX	2	07	00	0.00	4780.23	01/00	227.60	4552.63
PRINTER #360918339799												
000332	000	05/01/99	12250.00	SLMX	2	07	00	0.00	12250.00	01/00	593.30	11656.70
DISK & CONTROLLER												
000335	000	05/01/99	1436.10	SLMX	2	07	00	0.00	1436.10	01/00	70.00	1366.10
NEW COMPUTER												
000334	000	05/01/99	1553.37	SLMX	2	07	00	0.00	1553.37	01/00	73.00	1480.37
EP4300 PRINTER												
000335	000	05/01/99	727.00	SLMX	2	07	00	0.00	727.00	01/00	37.00	690.00
EP DESKJET PRINTER												
000336	000	05/01/99	435.99	SLMX	2	07	00	0.00	435.99	01/00	20.00	415.99
DISK DRIVE/MEMORY												
000337	000	05/01/99	5812.00	SLMX	2	07	00	0.00	5812.00	01/00	275.00	5537.00
PC/PRINTER/MEMORY												
000345	000	07/01/99	1909.21	SLMX	2	07	00	0.00	1909.21	01/00	68.00	1841.21
PC/MEMORY UPGRADE												
000346	000	07/01/99	341.60	SLMX	2	07	00	0.00	341.60	01/00	12.00	329.60
MEMORY												
000347	000	07/01/99	5116.80	SLMX	2	07	00	0.00	5116.80	01/00	122.00	4994.80



# GUY'S FOODS DEPRECIATION EXPENSE REPORT

as of 02/29/2000

SYS No	Est	In Str Date	Acquired Value	Dep Meth	F Est T Life	Salvage/Seco 179	Depreciable Basis	From Thru	From Thru Accum Depreciation	Depreciation Total Run	Current Year to Date	Curr Accum Depreciation Key
<b>PC EQUIPMENT</b>												
000249	000	07/01/99	1340.46	SLM	P 07 00	0.00	1340.46	01/00	47.97	15.96	79.79	127.66
<b>COMPUTER PARTS</b>												
000350	000	09/01/99	2990.13	SLM	P 07 00	0.00	2990.13	01/00	35.61	35.60	177.96	213.56
<b>LAPTOP-ENGINEERING</b>												
000351	000	09/01/99	4602.41	SLM	P 07 00	0.00	4602.41	01/00	57.17	57.17	285.85	343.02
<b>SERVER UPGRADE</b>												
000355	000	09/01/99	271686.25	SLM	P 07 00	0.00	271686.25	01/00	3234.36	3234.36	16071.80	19406.16
<b>CONSULTING-COMPUTER SYSTEMS</b>												
000357	000	09/01/99	55000.00	SLM	P 07 00	0.00	55000.00	01/00	654.76	654.76	3273.60	3928.56
<b>CONSULTING-INFINUM</b>												
000359	000	11/01/99	5297.78	SLM	P 07 00	0.00	5297.78	01/00	0.00	63.07	252.27	252.27
<b>COMP HARDWARE - 8 UNITS</b>												
Count= 114 -----												
G/L Expense Acct No: COMPUTER EQUIP												
2189959.68						0.00	2189959.68		1157934.76	29198.47	150671.27	1308956.01
Less disposals and transfers												
0.00						0.00	0.00		0.00			0.00
-----												
Net						0.00	2189959.68		1157934.76	29198.47	150671.27	1308956.01
<b>FURNITURE &amp; FIXTURES -WILCOX AUCTION</b>												
000227	000	04/01/99	2700.00	SLM	P 07 00	0.00	2700.00	01/00	576.56	32.14	160.71	739.29
<b>Wall Covering</b>												
000272	000	10/01/99	239.00	SLM	P 07 00	0.00	239.00	01/00	34.14	2.64	14.22	46.36
<b>Executive High Back Chair</b>												
000273	000	10/01/99	425.33	SLM	P 07 00	0.00	425.33	01/00	60.76	5.06	25.31	66.07
<b>Credenza w/ doors</b>												
000274	000	11/01/99	12451.22	SLM	P 07 00	0.00	12451.22	01/00	1778.75	142.23	741.14	2519.99
<b>Office Furniture</b>												
000275	000	11/01/99	5150.00	SLM	P 07 00	0.00	5150.00	01/00	735.72	61.31	306.55	1042.27
<b>Bronze Eagle</b>												
000277	000	11/01/99	3507.50	SLM	P 07 00	0.00	3507.50	01/00	459.32	41.75	239.77	659.39
<b>Telephones 11 units</b>												
000384	000	02/01/99	2632.53	SLM	P 07 00	0.00	2632.53	01/00	250.71	31.34	156.70	437.42
<b>COMP RM MODULAR DESK TOWER</b>												
000323	000	05/01/99	506.89	SLM	P 07 00	0.00	506.89	01/00	24.14	6.04	30.17	54.31
<b>OFFICE CHAIRS</b>												
Count= 9 -----												
G/L Expense Acct No: FURN & FIXT												
50941.46						0.00	50941.46		9754.39	606.44	3032.20	12765.59
Less disposals and transfers												
0.00						0.00	0.00		0.00			0.00
-----												
Net						0.00	50941.46		9754.39	606.44	3032.20	12765.59
000109	000	11-22-94	123297.62	NoDep	R 00 00	0.00	123297.62	01/00	0.00	0.00	0.00	0.00
<b>LAND</b>												

# GUY'S FOODS DEPRECIATION EXPENSE REPORT

as of 02/29/2000

Plant	Ext	In Svc Date	Acquired Value	Dep Meth	F Est % Life	Salvage/ Sec'd 179	Depreciable Basis	Prev Prior Accum Thru Depreciation	Depreciation This Run	Current Year to Date	Over Accum Depreciation %	
000			123297.60			0.00	123297.62	0.00	0.00	0.00	0.00	
Less disposals and transfers			0.00			0.00	0.00	0.00			0.00	
Net			123297.60			0.00	123297.62	0.00	0.00	0.00	0.00	
000075	000	09/01/95	79240.33	SLMN	P 07 00	0.00	79240.33	01/00	55656.91	943.33	4716.69	60373.59
Scatch Recovery Upgrade-LI-9502												
000127	000	06/01/96	27051.63	SLMN	P 07 00	0.00	27051.63	01/00	12881.73	322.04	1610.21	14491.94
Canned Chip Conveyor												
000130	000	09/01/96	32493.79	SLMN	P 07 00	0.00	32493.79	01/00	14312.74	386.83	1934.15	16246.89
Corn packaging project-LI-9604												
000135	000	08/01/97	11842.83	SLMN	P 07 00	0.00	11842.83	01/00	3665.63	140.99	734.92	4370.55
SUGAR ANALYSER - QC EQUIPMENT												
000136	000	08/01/97	16100.00	SLMN	P 07 00	0.00	16100.00	01/00	3126.20	120.24	601.19	3727.39
FC3 HYDROLIFT												
000137	000	08/01/97	6082.35	SLMN	P 07 00	0.00	6082.35	01/00	1982.64	72.41	352.04	2244.69
BLAST SYSTEM - ARMEK ACCUSTRIP												
000139	000	08/01/97	2760.00	SLMN	P 07 00	0.00	2760.00	01/00	854.30	32.85	164.26	1018.59
SURVEY ENVIRONMENTAL												
000139	000	08/01/97	2611.17	SLMN	P 07 00	0.00	2611.17	01/00	808.23	31.09	155.42	963.55
HIGH PRESSURE PUMP												
000141	000	08/01/97	17173.10	SLMN	P 07 00	0.00	17173.10	01/00	5315.49	204.44	1033.20	6337.66
REBUILD AIR COMPRESSOR												
000142	000	09/01/97	4309.72	SLMN	P 07 00	0.00	4309.72	01/00	1333.97	51.31	256.53	1590.50
WAUKESHA PUMP												
000144	000	08/01/97	4500.00	SLMN	P 07 00	0.00	4500.00	01/00	1392.66	53.57	257.85	1660.71
ALLEN CONVEYOR REPLACEMENT PAN												
000145	000	08/01/97	8775.33	SLMN	P 07 00	0.00	8775.33	01/00	2716.16	104.47	522.34	3238.52
LAGOON AERATOR												
000147	000	08/01/97	9060.07	SLMN	P 07 00	0.00	9060.07	01/00	2810.49	103.09	540.47	3350.96
TORTILLA INCLINE - PROJECT HALTED												
000150	000	09/01/97	7495.37	SLMN	P 07 00	0.00	7495.37	01/00	2230.77	83.23	446.15	2676.92
pretzel line												
000152	000	09/01/97	510.00	SLMN	P 07 00	0.00	510.00	01/00	151.79	6.07	30.35	182.14
wastewater sampling												
000157	000	10/01/97	9511.57	SLMN	P 07 00	0.00	9511.57	01/00	2717.60	113.23	566.15	3283.76
Case Sealer												
000174	000	12/01/97	20632.98	SLMN	P 07 00	0.00	20632.98	01/00	5403.86	245.63	1222.15	6632.03
FLOOR TRACK REPLACEMENT												
000177	000	12/01/97	10649.77	SLMN	P 07 00	0.00	10649.77	01/00	2789.23	126.78	633.91	3423.14
REBILD EXTENDO CONVEYORS												
000178	000	12/01/97	4090.28	SLMN	P 07 00	0.00	4090.28	01/00	1071.27	49.70	243.47	1314.74
PALLET JACKS												
000179	000	12/01/97	112788.45	SLMN	P 07 00	0.00	112788.45	01/00	29539.34	1342.72	6713.60	36253.44
REBILD WAREHOUSE CONVEYORS												
000180	000	12/01/97	12220.70	SLMN	P 07 00	0.00	12220.70	01/00	3200.67	145.49	727.42	3928.09

# GUY'S FOODS DEPRECIATION EXPENSE REPORT

as of 02/29/2000

SY#	Ext	In Svc Date	Acquired Value	Dep Meth	P Est % Life	Salvage %	Depreciable Base	Estm Total Accum Thru Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation Key	
POTATO CRATES												
000194	000	01/01/98	1771.83	SLMM	P 07 01	0.00	1771.83	11/01	442.34	21.09	105.44	548.42
POWERED HAND JACKS												
000195	000	01/01/98	1344.00	SLMM	P 07 00	0.00	1344.00	01/01	336.00	16.00	89.00	416.00
SALT ANALYZERS												
000196	000	01/01/98	402.99	SLMM	P 07 00	0.00	402.99	01/00	100.75	4.73	23.92	124.73
TORT SEASONER SPINNER												
000199	000	01/01/98	39738.05	SLMM	P 07 00	0.00	39738.05	01/00	9934.51	473.07	2365.35	12299.86
BUCKET ELEVATOR												
000212	000	03/01/98	1491.34	SLMM	P 07 00	0.00	1491.34	01/00	372.33	17.76	82.77	426.10
18.5 HP TRACTOR												
000218	000	04/01/98	32663.08	SLMM	P 07 00	0.00	32663.08	01/00	6999.24	388.85	1944.23	8943.47
FC #2 Repairs												
000220	000	04/01/98	43500.00	SLMM	P 07 00	0.00	43500.00	01/00	9321.43	517.85	2589.28	11910.71
Oil Analyzer												
000221	000	04/01/98	9268.87	SLMM	P 07 00	0.00	9268.87	01/00	1936.19	110.35	351.72	2537.91
Conveyor Belt												
000222	000	04/01/98	3184.25	SLMM	P 07 00	0.00	3184.25	01/00	682.34	37.90	189.53	871.87
HOPPER AUGER												
000223	000	04/01/98	375.00	SLMM	P 07 00	0.00	375.00	01/00	80.34	4.47	22.32	102.68
Underground Storage Tank Insurance												
000224	000	04/01/98	3953.56	SLMM	P 07 00	0.00	3953.56	01/00	847.20	47.07	235.33	1082.53
Water Softener												
000225	000	04/01/98	4313.43	SLMM	P 07 00	0.00	4313.43	01/00	924.30	51.35	256.75	1181.07
150 hp Motor												
000226	000	04/01/98	4152.53	SLMM	P 07 00	0.00	4152.53	01/00	839.53	49.43	247.17	1137.00
Trans-Positioner ScradleTruck												
000228	000	04/01/98	1085.00	SLMM	P 07 00	0.00	1085.00	01/00	232.50	12.92	64.58	297.08
Cora Chip Hopper												
000248	000	07/01/98	7840.82	SLMM	P 07 00	0.00	7840.82	01/00	1400.15	93.34	456.71	1855.85
WATERKESHA PUMP												
000249	000	07/01/98	6556.41	SLMM	P 07 00	0.00	6556.41	01/00	1170.73	78.05	390.26	1561.05
WATERKESHA PUMP												
000250	000	07/01/98	2455.00	SLMM	P 07 00	0.00	2455.00	01/00	439.40	23.23	146.13	584.53
FORWERS												
000251	000	07/01/98	32352.26	SLMM	P 07 01	0.00	32352.26	01/00	5866.43	391.19	1355.43	7321.97
Tractor & Trailer Details												
000255	000	09/01/98	27376.53	SLMM	P 07 00	0.00	27376.53	01/00	4236.84	325.91	1623.55	5366.39
Can Line												
000256	000	09/01/98	100416.55	SLMM	P 07 00	0.00	100416.55	01/00	15540.63	1195.44	5977.13	21517.95
REWIRE CHIP LINES 1 & 2												
000258	000	09/01/98	22421.24	SLMM	P 07 00	0.00	22421.24	01/00	3469.36	266.92	1334.60	4304.56
PANEL D WIRING												
000259	000	09/01/98	1030.00	SLMM	P 07 00	0.00	1030.00	01/00	159.40	12.25	61.30	220.70
CHEMICAL CAGE INSTALL												
000261	000	09/01/98	9196.04	SLMM	P 07 00	0.00	9196.04	01/00	1423.20	109.42	547.38	1970.58
PCMD AERATOR												
000262	000	09/01/98	4225.00	SLMM	P 07 00	0.00	4225.00	01/00	653.87	50.29	251.46	905.35
CAN LINE COVER												

# GUY'S FOODS DEPRECIATION EXPENSE REPORT

as of 02/29/2000

SVS No	Ext	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage Sect 179	Depreciable Basis	Prev Prior Thru Depreciation	Accum Depreciation This Run	Current Year to Date	Curr Accum Depreciation Key	
000289	000	10/01/99	4487.73	SLMM	P 07 00	0.00	4487.73	01/00	694.94	89.48	267.02	361.66
Vertical Platform Lift												
000297	000	12/01/99	7200.00	SLMM	P 07 00	0.00	7200.00	01/00	857.14	85.72	428.57	1288.71
QUILL ASSEMBLY NETWORK												
000297	000	01/01/99	1699.00	SLMM	P 07 00	0.00	1699.00	01/00	182.04	26.23	101.13	283.17
GENERATOR 8200 WATT												
000313	000	04/01/99	7200.00	SLMM	P 07 00	0.00	7200.00	01/00	514.29	85.72	428.57	942.86
QUILL												
000320	000	05/01/99	6500.00	SLMM	P 07 00	0.00	6500.00	01/00	366.91	77.32	326.30	773.61
QUILL												
000324	000	06/01/99	5108.30	SLMM	P 07 00	0.00	5108.30	01/00	243.25	60.81	304.06	547.31
FRIED CHEESE LINE												
000329	000	06/01/99	36374.74	SLMM	P 07 00	0.00	36374.74	01/00	1732.13	433.03	2165.16	3897.29
POTATO STICKS CONVEYOR												
000339	000	07/01/99	20171.65	SLMM	P 07 00	0.00	20171.65	01/00	720.42	240.14	1200.69	1921.11
TORT KUSHER COOLING CONVEYOR												
000349	000	07/01/99	12760.64	SLMM	P 07 00	0.00	12760.64	01/00	455.74	151.91	759.56	1215.30
PRODUCT LINE IMPROVEMENTS												
000352	000	09/01/99	11177.94	SLMM	P 07 00	0.00	11177.94	01/00	133.07	133.07	665.35	798.42
DISMANTLING LABOR/FRT												
000352	000	11/01/99	6538.78	SLMM	P 07 00	0.00	6538.78	01/00	0.00	77.85	311.37	311.37
FLOWMETER												
000364	000	11/01/99	7889.00	SLMM	P 07 00	0.00	7889.00	01/00	0.00	93.92	375.66	375.66
COVERS-MACHINERY AREA												
000365	000	11/01/99	1384.24	SLMM	P 07 00	0.00	1384.24	01/00	0.00	15.48	65.91	65.91
TAPER STANDS												
000368	000	12/01/99	11422.73	SLMM	P 07 00	0.00	11422.73	01/00	0.00	135.98	407.95	407.95
MACHINERY PARTS-MISC												
000370	000	12/01/99	36500.00	SLMM	P 07 00	0.00	36500.00	01/00	0.00	458.33	1374.99	1374.99
YAMATO SCALE												
000371	000	12/01/99	4665.61	SLMM	P 07 00	0.00	4665.61	01/00	0.00	55.79	167.37	167.37
MACHINE PARTS-MISC												
Count= 61 -----												
G/L Expense Acct No: MACH & EQUIP												
			938534.73			0.00	938534.73		227256.68	11174.18	54352.41	281639.09
Less disposals and transfers												
			0.00			0.00	0.00		0.00			0.00
-----												
Net			938534.73			0.00	938534.73		227256.68	11174.18	54352.41	281639.09
000015	000	02/01/95	63389.92	SLMM	Z 03 00	0.00	63389.92	11/99	63389.92	0.00	0.00	63389.92
IBM software												
000031	000	03/01/95	5920.60	SLMM	Z 03 00	0.00	5920.60	11/99	5920.60	0.00	0.00	5920.60
Software Package-Robot												
000143	000	03/01/97	4200.27	SLMM	Z 03 00	0.00	4200.27	01/00	3033.53	116.68	583.37	3616.90
MAINTENANCE SOFTWARE												
000239	000	07/01/98	1789.91	SLMM	Z 03 00	0.00	1789.91	01/00	745.80	49.72	243.60	994.40
AS 400 Software												
000247	000	07/01/98	34044.40	SLMM	P 03 00	0.00	34044.40	01/00	141725.85	9448.45	47242.27	182269.11

# GUY'S FOODS DEPRECIATION EXPENSE REPORT

as of 02/29/2000

SVS No	Ext	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Pror Prior Accum Thru Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation Key	
INFINION SOFTWARE												
000299	000	01/01/99	3250.00	SLMM	P 07 00	0.00	3250.00	01/00	348.22	39.69	193.45	541.67
HUMBA DESKTOP SOFTWARE												
000302	000	02/01/99	29625.00	SLMM	P 07 00	0.00	29625.00	01/00	2440.44	1055.06	5275.30	13715.78
Infinium Software - Install/Consult												
000321	000	07/01/99	303195.00	SLMM	P 07 00	0.00	303195.00	01/00	36094.63	3609.47	18047.32	54141.95
SOFTWARE DEVELOPMENT												
000327	000	06/01/99	35160.63	SLMM	P 07 00	0.00	35160.63	01/00	1721.34	430.49	2152.42	3874.36
HR TRAX SOFTWARE												
000331	000	06/01/99	12800.00	SLMM	P 07 00	0.00	12800.00	01/00	609.52	152.38	761.90	1371.42
SOFTWARE MAINTENANCE												
000340	000	07/01/99	4517.28	SLMM	P 07 00	0.00	4517.28	01/00	164.92	54.95	274.83	439.71
HANDHELD Y2K COMPLIANCE												
000342	000	07/01/99	99965.34	SLMM	P 07 00	0.00	99965.34	01/00	3570.29	1190.05	5950.31	9520.50
INFINION CONSULTING												
000343	000	07/01/99	10548.75	SLMM	P 07 00	0.00	10548.75	01/00	376.74	125.58	627.90	1004.64
PROGRAMMING SETUP FOR PAYROLL												
000344	000	07/01/99	700.00	SLMM	P 07 00	0.00	700.00	01/00	25.00	8.33	41.66	66.66
ENSCOPE WINDOWS SOFTWARE SUPPORT												
000372	000	12/01/99	152107.85	SLMM	P 07 00	0.00	152107.85	01/00	0.00	1810.91	5432.42	5432.42
SOFTWARE DEVELOPMENT												
Count=	15	-----										
G/L Expense Acct No:	SOFTWARE	-----										
	1127414.95	0.00	1127414.95	266169.31	18090.58	66831.75	353000.06					
Less disposals and transfers	0.00	0.00	0.00	0.00			0.00					
Net	1127414.95	0.00	1127414.95	266169.31	18090.58	66831.75	353000.06					
-----												
000276	000	11/01/99	17110.00	SLMM	Z 03 00	0.00	17110.00	01/00	5228.06	475.27	2376.38	7604.44
Software SalesPurch Reporting												
Count=	1	-----										
G/L Expense Acct No:	SOFTWARE - 210	-----										
	17110.00	0.00	17110.00	5228.06	475.27	2376.38	7604.44					
Less disposals and transfers	0.00	0.00	0.00	0.00			0.00					
Net	17110.00	0.00	17110.00	5228.06	475.27	2376.38	7604.44					
-----												
Count=	323	-----										
Grand Total	10843178.85	0.00	10843178.85	5407285.95	156684.36	784010.01	6191235.86					
Less disposals and transfers	201.83	0.00	201.83	134.57			341.29					
Net	10842977.02	0.00	10842977.02	5407151.38	156684.36	784010.01	6191154.57					
-----												

- 33518

VIN Number	Year	Make/Model
1GBHP32MXF3320230	1985	CHEV
1GBHP32T8B3319305	1981	CHEV TRUCK
1FACP50U0NA227351	1992	FORD TAL
1G4HP52L5RH555894	1994	BUICK
1GBHP32J9F3317258	1985	CHEV
1GBHP32M9G3307793	1986	CHEV
1GBHC34J4FJ135004	1985	CHEV
1FDJF3718HKA36954	1987	FORD
1GBHR34KXJJ109183	1988	CHEV
1GBHC34JXGS149453	1986	CHEV
1GBHP32MXG3307303	1986	CHEV
P40BVR79469	1973	FORD
1GDHP32MXH3501466	1987	GMC
1GDHP32M3H3501468	1987	GMC
1GDHP32M1H3501470	1987	GMC
1GDHP32K6J3501159	1988	GMC
1GDHP32K9J3501382	1988	GMC
1GDHP32K2J3501384	1988	GMC
1GDHP32K6J3501386	1988	GMC
1GDHP32K6J3501405	1988	GMC
1GBHP32M6G3321022	1986	CHEV
1GBHP32M0G3300778	1986	CHEV
1GBHP32K2J3501272	1988	GMC
1GDHP32KXJ3501018	1988	GMC
1GDHP32K0K3502728	1989	GMC

VIN Number	Year	Make/Model
1GDHP32K2K3502732	1989	GMC
1GDHP32K6K3502748	1989	GMC
1GDHP32K4K3502750	1989	GMC
1GDHP32K9K3502758	1989	GMC
1GDHP32K2K3502763	1989	GMC
1GDHP32KXK3502767	1989	GMC
1GDHP32K3K3502772	1989	GMC
1GDHP32KXK3502803	1989	GMC
1GDHP32K7K3502810	1989	GMC
1GDHP32K1K3502835	1989	GMC
1FDJE37L6FHA50186	1985	FORD
1GBHP32M3G3308538	1986	CHEV
1GBHP32M0G3307813	1986	CHEV
T18CV9V582190	1979	GMC
1GDP9C1W8HV510468	1987	GMC
T18CY9V573885	1979	GMC
61533	1987	GWM
FV32090C0174	1981	SUPR
FE1618	1977	WESTL
1GRAB0425DB072502	1983	GDAN
1GRAB0427DB072530	1983	GDAN
1GRAB0429DB072504	1983	GDAN
180585313	1982	FRUE
1GRAB0424DB072510	1983	GDAN
1GRAB0428DB0725209	1983	GDAN

VIN Number	Year	Make/Model
1GRAB0426DB072508	1983	GDAN
1GRAB0424DB072507	1983	GDAN
1GRAB0422DB072506	1983	GDAN
1GRAB0420DB0728505	1983	GDAN
WAV126301	1979	FRUE
WAZ116902	1978	FRUE
1PT01AAH0K9010162	1989	TRIM
N67789	1976	TRAIL
N67786	1976	RAIL
K62192	1974	TRAI
K60219	1973	TRAI
FWX785101	1976	FRUE
1GRAB0423CBC72501	1983	GDAN
J65789	1973	TRAIL
1GBHP32J5F3317239	1985	CHEV
P40BVR79472	1973	FORD
E37BHEC3430	1979	FORD
1GBHP32T583318502	1981	CHEV
1GBHP32T1B3319324	1981	CHEV
1GBHP32T3B3318224	1981	CHEV
1GDHP32T6E3501886	1984	GMC
1GDHP32T3E501893	1984	GMC
1GDHP32T1E3501892	1984	GMC
1GDHP32L5L3501357	1990	GMC
1GDHP32L7L3502090	1990	GMC



VIN Number	Year	Make/Model
1GDHP32L9L3502270	1990	GMC
1GDHP32L7L3502140	1990	GMC
1GDHP32L2L3502692	1990	GMC
1GDHP32L6L3502713	1990	GMC
1GDHP32L5L3502699	1990	GMC
1GDHP32L7L3502686	1990	GMC
1GDHP32L1L3502795	1990	GMC
1GBHC34T6CV127430	1982	CHEV
1GBHR34K9KJ115879	1989	CHEV
1GBHC34K4LE201757	1990	CHEV
CPL3293325093	1979	CHEV
1GBHP32M1E3321720	1984	CHEV
P40BVW85799	1975	FORD
E378HEH0647	1979	FORD
1GDHP32T8E3501887	1984	GMC
1GBHC34J3FJ135074	1985	CHEV
1FDJF3717EKA98387	1984	FORD
1GBHC34J8GS146163	1986	CHEV
1GBHP32M1F3320228	1985	CHEV
E37BHY71657	1977	FORD
E37BHY91998	1977	FORD
E37BHEH0636	1979	FORD
P0BVB36257	1976	FORD
CPL3293323843	1979	CHEV
E37BHEH0649	1979	FORD

VIN Number	Year	Make/Model
1GBHP32L9M3304766	1991	CHEV
1GBHP32M2E3329423	1984	CHEV
1GBHP32M1G3300675	1986	CHEV
1GBHP32T5B3320329	1981	CHEV
1GBHP32T3B3318689	1981	CHEV
1GDHP32L6L3502775	1990	GMC
1GDHP32K7J3501381	1988	GMC
1GBHP32M8D3311670	1983	CHEVROLET
1GBHP32L8M3304824	1991	CHEVROLET
1GBHC34W5DV104765	1983	CHEVROLET
1GBHC34JXEV110132	1984	CHEV
1GBHP32M7E3305019	1984	CHEV
1GBHC34J5FJ135092	1985	CHEVROLET
1GBHC34J5EV115514	1984	CHEVROLET
1GBHC34J1EV115008	1984	CHEVROLET
1GBHC34JOEV115291	1984	CHEVROLET
1GBHP32MOE3346592	1984	CHEVROLET
1GBHP32J1E3309086	1984	CHEVROLET
1GBHP32JXE3308633	1984	CHEV
1GBHC34J8FS141110	1985	CHEVROLET
1GBHC34J5FS141050	1985	CHEVROLET
1GBHP32J2F3316582	1985	CHEVROLET
1GBHP32J9G3307749	1986	CHEVROLET
1GBHP32JXG3307856	1986	CHEV
1GBHP32MXE3320602	1985	CHEVROLET

VIN Number	Year	Make/Model
1GBHP32M4F3322426	1985	CHEV
1GBHP32M1G3307240	1986	CHEV
1GBHP32M3E3309035	1984	CHEVROLET
1GBHP32K5K3314814	1989	CHEVROLET
1GBHP32K4K3314500	1989	CHEVROLET
1GBHP32L5M3304697	1991	CHEVROLET
1GBHP32L3M3304648	1991	CHEVROLET
1GBHP32L4M3304741	1991	CHEVROLET
1GBHP32LXM3304596	1991	CHEVROLET
1GBHP32K5L3300017	1990	CHEV
1GBHP32L3M3304634	1991	CHEVROLET
1GBHP32KXL3300845	1990	CHEV
1GBHP32LKM3304548	1991	CHEVROLET
1GBHP32L5M3304627	1991	CHEVROLET
1GBHP32K9L3300741	1990	CHEV
1GBHP32L1M3304714	1991	CHEVROLET
1GBHP32L0M3304610	1991	CHEVROLET
1GBHR34K8KJ123892	1989	CHEV
1GBHC34J3GS145085	1986	CHEVROLET
1GBHP32J9G3307766	1986	CHEVROLET
1GBHP32M3F3322398	1985	CHEVROLET
1GBHP32M5F3319947	1985	CHEVROLET
1HTSAZPM4LH226263	1990	INTL
1GBHP32M5G3307242	1986	CHEVROLET
1GBHP32M1D3311204	1983	CHEV

VIN Number	Year	Make/Model
1GBHP32N9F3318405	1985	CHEV
1GBHP32M0E3309039	1984	CHEV
1GBHP32M4G3307913	1986	CHEV
1GBHP32M6G3307296	1986	CHEV
1GBHP32M3O3312242	1983	CHEV
1GBHP32K0L3300692	1990	CHEV
1GBHP32K5L3300137	1990	CHEVROLET
1GBHP32L5M3304675	1991	CHEVROLET
1GBHP32K8K3319781	1989	CHEVROLET
1GBHP32K7K3319805	1989	CHEV
1GBHP32K2K3319825	1989	CHEV
1GBHP32K4K3319759	1989	CHEV
1GDHP32L3L3502698	1990	GMC
1GDHP32L7L3502106	1990	GMC
1GDHP32T8E3501890	1984	GMC
1GDHP32T7E3501315	1984	GMC
1GBHP32M9E3309766	1984	CHEV
1GBHP32J5G3307756	1986	CHEVROLET
1GBHP32J2G3307737	1986	CHEV
1GBHC34J5GS146136	1986	CHEV
1GBHP32M8G3307235	1986	CHEV
1GBHP32J8F3317154	1985	CHEV
1GBHC34J4FS141170	1985	CHEV
1GBHC34J2FS141183	1985	CHEV
1GBHP32J1E3302848	1984	CHEV

VIN Number	Year	Make/Model
1GBHP32J3E3309090	1984	CHEV
1GBHP32J5E3308605	1984	CHEV
1GBHC34J1EV115283	1984	CHEV
1GBHC34J4EV115018	1984	CHEVROLET
1GBHP32J7D3303100	1983	CHEV
JAMJX7289H9401091	1987	ISUZU
1FDJF3714HKA36952	1987	FORD
1GBHC34M8CJ123850	1982	CHEV
1GBHP32M0F3322410	1985	CHEVROLET
1GBHP32J6E3308595	1984	CHEV
2GBHG31K2M4120492	1991	CHEV
1GBHP32T8B3320325	1981	CHEV
1GDHP32L4L3502807	1990	GMC
1GDHP32L8L3502809	1990	GMC
1GDHP32L3L3502782	1990	GMC
1GDHP32L1L3502814	1990	GMC
1GDHHP32L5L3502797	1990	GMC
1GDHP32L0L3502805	1990	GMC
1GDHP32L7L3502803	1990	GMC
1GDHP32LXL3502746	1990	GMC
1GDHP32L2L3502725	1990	GMC
1GDHP32L9L3502690	1990	GMC
1GDHP32L1L3502702	1990	GMC
1GDHP32L9L3502706	1990	GMC
1GDHP32L4L3502743	1990	GMC

VIN Number	Year	Make/Model
1GDHP32L2L3502076	1990	GMC
1GDHP32K0J3501013	1988	GMC
1GDHP32TXE3501552	1984	GMC
1GDHP32T0E3501608	1984	GMC
1GDHP32T9E3501607	1984	GMC
1GBHP32T7B3319327	1981	CHEV
1GBHP32M6G3306987	1986	CHEV
1GBHP32M1G3306993	1986	CHEV
1GBHP32J1F3316590	1985	CHEV
1GBHP32M8E3341172	1984	CHEV
1BGHC34J5EV115495	1984	CHEV
1GBHP32M8G3333964	1986	CHEV
1GBHC34M3DV104732	1983	CHEV
1GBHP32M6D3312364	1983	CHEV
1GBHP32M0G3308380	1986	CHEV
1GBHP32M3G3308423	1986	CHEV
CPT32A3302514	1980	CHEV
TPL326301003	1976	GMC
CPL3293326539	1979	CHEV
1GBHP32JXG3307761	1986	CHEV
1GBHC34K8LE201311	1990	CHEV
1GBHC34K4LE201659	1990	CHEV
1B5ME3689LS705359	1990	DODG
1B6ME3689LS705359	1990	DODG
1GBHR34K4KF301011	1989	CHEV

VIN Number	Year	Make/Model
1GBHP32L8M3304516	1991	CHEV
1GBHP32M1D3311249	1983	CHEV
1GBHP32M5F3337274	1985	CHEV
1GBHC34T1CV127187	1982	CHEV
1GDHP32L8L3502793	1990	GMC
1GDHP32L8L3502776	1990	GMC
1GDHP32L2L3502773	1990	GMC
1GDHP32L6L3502811	1990	GMC
1GDHP32L9L3502799	1990	GMC
1GDHP32L9L3502785	1990	GMC
1GDHP32T1E3501889	1984	GMC
1GDHP32T8E3501842	1984	GMC
1GDHP32T8B3318686	1981	CHEV
1GBHP32T8B3318672	1981	CHEV
1GDHP32T6E3501645	1984	GMC
E37BHEH0631	1979	FORD
1GBHC34J7GS145683	1986	CHEV
1GBHP32M0C3315467	1982	CHEV
1GBHP32JXE33322192	1984	CHEV
1BGHP32M4G3307300	1986	CHEV
1GBHP32M3G3306980	1986	CHEV
1GBHR34K5JJ109186	1988	CHEV
1GBHR34K4JJ109180	1988	CHEV
1GBHR34K0JJ109192	1988	CHEV
1FDJF3712HKA36951	1987	FORD

VIN Number	Year	Make/Model
1GBHP32M4G3300671	1986	CHEV
1GBHC34J5FJ135151	1985	CHEV
1GBHC34J0EV108339	1984	CHEV
CPL3293300655	1979	CHEV
5086895	1939	FORD
6110208088618L118	1988	HEIN
1GTFC24H2GF730075	1986	GMC
1FACP52U8PG203229	1993	FORD
1FACP52U7PA217867	1993	FORD
2G1WL52M4S9175108	1995	CHEV
2GTEC19H2R1584124	1994	GMC
1G4CW52L3R1617475	1994	BUIC
1GKDT13W2N2528637	1992	GMC
2G1WL52M2T1134671	1996	CHEV
1G3HN52LXRH340926	1994	OLDS
2G1WL52M3T9157152	1996	CHEV
2G1WL52M5W9284229	1998	CHEV
1FALP52U6TA167456	1996	FORD
F26BCN10068	1972	FORD



**TITLES-NOT IN LIBERTY**

<b>UNIT</b>	<b>VIN #</b>	<b>EXPLANATION</b>
1141	1GBHP32T8B3319305	JOHN HARDIN HAS TITLE TO TRANSFER
4158	1GBHR34K9KF301070	WAITING FOR LIEN RELEASE
640	1GBHP32MOF3322567	TITLE IN TRANSIT BETWEEN STATES
126	1GBHP32J9F3317258	HAVE REGISTRATION APPLYING FOR DUPLICATE TITLE
692	1GBHP32MXF3320230	HAVE REGISTRATION APPLYING FOR DUPLICATE TITLE
3258	1GBHP32L6M3304675	WAITING FOR LIEN RELEASE
9310	1GBHP32M9G3307793	HAVE REGISTRATION APPLYING FOR DUPLICATE TITLE
1483	1FACP50U0NA227351	COPY OF TITLE APPLYING FOR DUPLICATE
1491	1G4HP52L5RH555894	HAVE REGISTRATION APPLYING FOR DUPLICATE TITLE

**EXHIBIT C**

**ASSUMED CONTRACTS AND LEASES**

None

SCHEDULE ATRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
DENTLER-FACS (GUY 001)	1,032,413	2-3-76
KAS and design (GUY 001 A)	648,663	7-16-57
SPIRALS (GUY 001)	1,487,015	5-3-88
KITTY CLOVER (GUY 001)	362,575	11-22-38
SNACK TIME and design (GUY 001)	1,778,228	6-22-93
KRUN-CHEE and design (GUY 001 B)	1,713,958	9-8-92
GUY'S (GUY 001)	522,372	3-14-50
SNACK TIME (GUY 001)	714,234	4-18-61
SPIRALS (GUY 001)	1,942,587	12-19-95
KRUN-CHEE (GUY 001)	717,649	6-27-61
SNACK TIME (GUY 001)	930,102	2-29-72
GOOD FOODS FOR GOOD TIMES (GUY 001)	1,198,111	6-15-82
CORNIES (GUY 001)	747,942	4-9-63
KAS (GUY 001)	748,855	4-30-63
KRUN-CHEE and design (GUY 001)	771,219	6-9-64
RANCH FRIES (GUY 001)	1,321,015	2-19-85
CORNIES (GUY 001)	1,370,426	11-12-85
KRUN-CHEE and design (GUY 001)	1,398,716	6-24-86
POP CORN and design (GUY 001)	1,406,970	8-26-86
SNACKTIME and Heart design (GUY 001)	1,417,593	11-18-86
GUY'S (GUY 001)	1,501,501	8-23-88
GUY'S and design (GUY'S 001)	1,501,503	8-23-88
CHEESE O'S (SHU 104)	2,056,243	4-22-97
GUY'S (GUY 102)	2,066,755	6-3-97
TEXAS' OWN	1,580,310	1-30-90

AMENDMENT NO. 1 TO SCHEDULE A

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>DATE REGISTERED</u>
WHEN YOU GET THE ITCH FOR CHIPS, DON'T FORGET THE GUY'S	2,149,714 ✓	April 7, 1998
DON'T FORGET THE GUY'S	2,155,418 ✓	May 5, 1998

1690/0934 PAGE 2

APPLICATION NUMBER: 72013989  
REGISTRATION NUMBER: 0648663

FILING DATE: 08/15/1956  
ISSUE DATE: 07/16/1957

MARK: KAS ALWAYS FRESH WHOLESOME & DELICIOUS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73589680  
REGISTRATION NUMBER: 1487015

FILING DATE: 03/24/1986  
ISSUE DATE: 05/03/1988

MARK: SPIRALS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 80326575  
REGISTRATION NUMBER: 0326575

FILING DATE:  
ISSUE DATE:

MARK:  
DRAWING TYPE:

APPLICATION NUMBER: 74111403  
REGISTRATION NUMBER: 1778228

FILING DATE: 11/01/1990  
ISSUE DATE: 06/22/1993

MARK: SNACK TIME!  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74228314  
REGISTRATION NUMBER: 1713958

FILING DATE: 12/09/1991  
ISSUE DATE: 09/08/1992

MARK: KRUN-CHEE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 71568423  
REGISTRATION NUMBER: 0522372

FILING DATE: 11/09/1948  
ISSUE DATE: 03/14/1950

MARK: GUY'S  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 72100394  
REGISTRATION NUMBER: 0714234

FILING DATE: 07/06/1960  
ISSUE DATE: 04/18/1961

MARK: SNACK TIME  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74610083  
REGISTRATION NUMBER: 1942587

FILING DATE: 12/23/1994  
ISSUE DATE: 12/19/1995

MARK: SPIRALS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 72092195  
REGISTRATION NUMBER: 0717649

FILING DATE: 02/26/1960  
ISSUE DATE: 06/27/1961

MARK: KRUN-CHEE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

1690/0934 PAGE 3

APPLICATION NUMBER: 72233703  
REGISTRATION NUMBER: 0930102

FILING DATE: 12/01/1965  
ISSUE DATE: 02/29/1972

MARK: SNACKTIME

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 73210357  
REGISTRATION NUMBER: 1198111

FILING DATE: 04/05/1979  
ISSUE DATE: 06/15/1982

MARK: GOOD FOODS FOR GOOD TIMES

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 72133142  
REGISTRATION NUMBER: 0747942

FILING DATE: 12/01/1961  
ISSUE DATE: 04/09/1963

MARK: CORNIES

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 72128737  
REGISTRATION NUMBER: 0748855

FILING DATE: 09/27/1961  
ISSUE DATE: 04/30/1963

MARK: KAS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 72176249  
REGISTRATION NUMBER: 0771219

FILING DATE: 09/03/1963  
ISSUE DATE: 06/09/1964

MARK: KRUN.CHEE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73468129  
REGISTRATION NUMBER: 1321015

FILING DATE: 03/01/1984  
ISSUE DATE: 02/19/1985

MARK: RANCH FRIES

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73527656  
REGISTRATION NUMBER: 1370426

FILING DATE: 03/14/1985  
ISSUE DATE: 11/12/1985

MARK: CORNIES

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73529018  
REGISTRATION NUMBER: 1398716

FILING DATE: 03/27/1985  
ISSUE DATE: 06/24/1986

MARK: KRUN-CHEE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73570074  
REGISTRATION NUMBER: 1406970

FILING DATE: 11/25/1985  
ISSUE DATE: 08/26/1986

MARK: POP CORN

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

TRADEMARK  
REEL: 002514 FRAME: 0609

159070935 PAGE 4

APPLICATION NUMBER: 73586933  
REGISTRATION NUMBER: 1417593

FILING DATE: 03/10/1986  
ISSUE DATE: 11/18/1986

MARK: SNACK TIME  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73697023  
REGISTRATION NUMBER: 1501501

FILING DATE: 11/23/1987  
ISSUE DATE: 08/23/1988

MARK: GUY'S  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73698354  
REGISTRATION NUMBER: 1501503

FILING DATE: 12/25/1987  
ISSUE DATE: 08/23/1988

MARK: GUY'S  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74724243  
REGISTRATION NUMBER: 2056243

FILING DATE: 08/29/1995  
ISSUE DATE: 04/22/1997

MARK: CHEESE O'S  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75079310  
REGISTRATION NUMBER: 2066755

FILING DATE: 03/27/1996  
ISSUE DATE: 06/03/1997

MARK: GUY'S  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73808924  
REGISTRATION NUMBER: 1580310

FILING DATE: 06/26/1989  
ISSUE DATE: 01/30/1990

MARK: TEXAS' OWN  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

STEVEN POST, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

**ATTACHMENT  
TRADEMARK REGISTRATION NUMBERS**

<u>Trademark</u>	<u>Registration Number</u>
GUY'S	522,372
SNACK TIME	930,102
CORNIES	747,942
KRUN-CHEE	771,219
KRUN-CHEE & DESIGN	1,398,716
SNACK TIME & DESIGN	1,417,593
GUY'S	1,501,501
GUY'S	1,501,503



cm 718061.4 Attorney RSL  
Client Name Heartland Snack LLC  
Title or Mark multiple  
Inventor(s)/Applicant \_\_\_\_\_ Customer No. 27128  
Serial No./Date Filed \_\_\_\_\_ Patent/Reg. No. multiple

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| <input type="checkbox"/> Response to Missing Parts             | <input type="checkbox"/> Notice of Appeal                         |
| <input checked="" type="checkbox"/> Assignment and Cover Sheet | <input type="checkbox"/> Status Inquiry                           |
| <input type="checkbox"/> _____ Brief                           | <input type="checkbox"/> IDS, PTO-1449, _____ References          |
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| <input type="checkbox"/> CPA Request Transmittal               | <input type="checkbox"/> Issue Fee/PTO-85b/Certificate of Mailing |
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| <input type="checkbox"/> Section _____ Declaration             | <input type="checkbox"/> Extension of Time to Oppose              |
| <input type="checkbox"/> Other _____                           |   |
| <input type="checkbox"/> Other _____                           |   |