

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Auto Driveaway Co.		12/01/2004	CORPORATION: DELAWARE
Mr. Brandon A. Sohl		12/01/2004	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	AD Acquisition, LLC
Composed Of:	COMPOSED OF Steven Westerfield
Street Address:	3506 Keystone Drive
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68134
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1513080	
Registration Number:	917907	DRIVEAWAY SERVICE
Registration Number:	1518332	AUTO DRIVEAWAY CO.
Registration Number:	946023	AUTO DRIVEAWAY
Registration Number:	906017	MISTER CHAUFFEUR

CORRESPONDENCE DATA

Fax Number: (616)988-1777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (616) 831-1777
 Email: scutchf@millerjohnson.com
 Correspondent Name: Frank M. Scutch, III
 Address Line 1: 250 Monroe Avenue, N.W.
 Address Line 2: MILLER JOHNSON, Suite 800
 Address Line 4: Grand Rapids, MICHIGAN 49503

CH \$140.00 1513080

ATTORNEY DOCKET NUMBER:	06492.001
NAME OF SUBMITTER:	Frank M. Scutch, III
Signature:	/Frank M. Scutch, III/
Date:	10/20/2005

Total Attachments: 43

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (hereinafter this "Agreement"), is made and entered into this ^{17th}~~15th~~ day of ^{DECEMBER}~~November~~, 2004, by and among AD ACQUISITION, LLC, a Michigan limited liability company ("Buyer"), AUTO DRIVEAWAY CO., a Delaware corporation ("Seller"), and BRANDON A. SOHL, the sole shareholder of Seller ("Sohl").

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RECITALS:

WHEREAS, Seller is in the business of transporting vehicles on a contract basis for customers throughout the United States directly and indirectly through a network of franchisees in various locations (hereinafter the "Business"); and

WHEREAS, Seller desires to sell to Buyer, upon the terms and subject to the conditions hereinafter set forth, the Business and certain of Seller's properties and assets associated with the Business including all its contracts with agents, all furniture, fixtures, equipment, computer hardware and software, company vehicles, its trade name, logo, customer lists, business permits, goodwill, and general intangibles of Seller related to the Business; and

WHEREAS, Buyer desires to purchase and acquire from Seller, upon the terms and subject to the conditions hereinafter set forth, the Business and certain of the properties and assets of Seller utilized in the conduct of the Business, in consideration of Buyer's covenants and agreements hereinafter contained; and

WHEREAS, Sohl, who is the President and sole shareholder of Seller, for and in consideration of the covenants and undertakings of Buyer hereinafter set forth, is prepared to make the representations and warranties herein described;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, by Buyer, Seller and Sohl on the basis of, and in reliance upon, the representations, warranties, covenants, obligations and agreements set forth in this Agreement, and upon the terms and subject to the conditions contained herein, hereby agree as follows:

1. PURCHASE AND SALE OF ASSETS; NONCOMPETITION

1.1. Purchase and Sale of Assets. Seller shall, and hereby does effective as of the Closing Date (as hereinafter defined in Paragraph 2.1), sell, assign, transfer, and deliver to Buyer and Buyer shall and hereby does effective as of the Closing Date, purchase and acquire from Seller the Business together with the following assets, properties, rights and interests of Seller, wherever situated, as the same exist as of the Closing Date (such Business together with the assets, properties, rights and interests of the Business being hereinafter collectively called the "Acquired Assets"), free and clear of any and all liens, claims, encumbrances, mortgages, security interests, and rights of third parties whatsoever (collectively, "Liens");

1.1.1. Agency Contracts. All of Seller's rights under the contracts between Seller and its agents throughout the United States listed in Schedule 1.1.1.

1.1.2. Customer Contracts and Lists. All contracts between Seller and its customers, all lists of persons or entities to whom or to which Seller has provided or may provide services at any time, bids in process or outstanding proposals (to the extent desired by Buyer), as well as contracts, documents and writings relating to services provided by Seller to customers, all of which are listed on Schedule 1.1.2.

1.1.3. Offices Managed by Seller. All of Seller's rights under all customer contracts, and all other intangible assets related to the offices managed and operated by Seller in Chicago, Illinois, Ehrenberg, Arizona, Elkhart, Indiana, Baltimore, Maryland, and Janesville, Wisconsin (each, a "Pro Office" and, collectively, the "Pro Offices"), as well as all of Seller's rights under all office leases for such offices (including all security deposits), and all office furniture, computer equipment, company vehicles, and other tangible personal property owned by Seller that is assigned to and used by these offices.

1.1.4. Personal Property. All furniture, fixtures, equipment, tools, office supplies, company vehicles and other tangible personal property owned or used by Seller in connection with its operation of the Business, including, but not limited to, the items set forth on the attached Schedule 1.1.4.

1.1.5. Marketing Materials. Any and all marketing materials utilized in the Business, and ancillary parts and equipment by Seller in the conduct of the Business including, without limitation, any and all product literature and brochures, technical documents, computer software and ancillary materials, referral lists, marketing "leads," and similar assets utilized by Seller in the conduct of the Business.

1.1.6. Permits. All rights under any permit, registration, franchise, license, application, filing, approval or authorization of any nature applicable to Seller, to the extent assignable ("Permits").

1.1.7. Goodwill and Trade Names. All goodwill of Seller related to the Business as a going concern, including, without limitation, any and all proprietary rights of Seller in and to the names "Auto Driveaway Co." and any other trade names and logos of Seller relating to the Business and all telephone and facsimile numbers, domain names, and web sites (including any of the foregoing related to any Pro Office).

1.1.8. Copyrights and Trademarks. All copyrights, trademarks, trade secrets, service marks, and other intellectual property or proprietary technology (and all applications therefor) of Seller in and/or relating to the Business, whether or not registered, including, but not limited to, those registered marks listed on Schedule 1.1.8.

1.1.9. Ten Day Reports. All of Seller's unpaid receivables with respect to all Ten Day Reports due on or before the Closing Date. Any receivables with respect to Ten Day

Reports which have been collected by Seller prior to the Closing Date shall remain property of Seller.

1.1.10. Other Assets. Any and all other assets and properties of Seller of every kind, character and description, whether tangible, intangible, real, personal or mixed, and wherever located or by whomever possessed related to the Business, including, without limitation, supplies on hand, all financial accounting and business related books and records pertaining to the Business (provided, however, that Seller shall be entitled to retain copies thereof), or any of the Acquired Assets (provided that Seller's accountant shall be permitted to retain all records of Seller that it holds, but Buyer shall be provided access thereto, and may, at its expense, make copies thereof) all contracts or agreements relating to the Business for fiscal year 2004, whether work related to such services has been completed or not, existing advertising, manuals, any and all policy and/or procedure manuals relating to the Business, and all information and records (including without limitation personnel records to the extent not prohibited by law) whether reduced to physical form or otherwise, acquired for, used in, or in any way primarily related to Seller.

1.2. Excluded Assets. Notwithstanding the foregoing, the Acquired Assets shall not include any of the following assets (the following assets are referred to as the "Excluded Assets"):

1.2.1. Accounts Receivable. All accounts receivable on an accrual basis, including outstanding retention, of Seller outstanding as of or prior to the Closing Date (except for all unpaid receivables with respect to Ten Day Reports due on or before the Closing Date) ("Receivables"). Buyer covenants and agrees to direct its managers of the Pro Offices in Chicago, Illinois, Ehrenberg, Arizona, Elkhart, Indiana, Baltimore, Maryland, and Janesville, Wisconsin to send to Seller by regular mail at the address listed in Paragraph 6.6 all collections of unpaid Receivables due on or before the Closing Date but received after the Closing Date.

1.2.2. Corporate Records and Tax Returns. Seller's formal corporate records, including Articles of Incorporation, By-Laws, corporate seal, minute books, stock books and other records having exclusively to do with the corporate operation of Seller. Buyer agrees to provide access to Sohl and make copies at his request for any records of the Business in Buyer's control after the Closing Date.

1.2.3. Pension Plan and 401(k) Retirement Plan. Any and all assets, funds or accounts owned or in the name of the Auto Driveaway Co. Employees' Pension Plan and in the name of Auto Driveaway 401(k) and Profit Sharing Plan.

1.2.4. Cash, Cash Equivalents, Income Tax Refunds and Deposits. All cash, cash equivalents, checking accounts, investments and investment accounts, deposit accounts, security deposits (unless related to an Acquired Asset) and similar assets held by or for Seller as of the Closing Date, and the rights to any of Seller's claims for any federal state, local, or foreign income tax refunds applicable to it.

1.2.5. Personal Effects. All of Sohl's personal effects owned by him that are located at the Michigan Avenue Property, including photographs and art work and a certain reading machine used by Sohl's father.

1.3. Excluded Liabilities. Except for those liabilities of Seller expressly included within the Assumed Liabilities (as defined below), Seller shall and hereby does, retain and remain responsible for, and Buyer shall not assume, or be responsible or liable with respect to, any liabilities and obligations of Seller whether or not relating to the Acquired Assets, whether fixed, contingent or otherwise, whether incurred prior to, at, or subsequent to the Closing Date, and whether known or unknown, including, but not limited to, "Taxes" (as such term is hereinafter defined in Paragraph 4.1.10), "Employee Plans" (as such term is hereinafter defined in Paragraph 4.1.18), and all invoices or charges related to business activity prior to the Closing Date.

1.4. Assumed Liabilities. Buyer shall assume, pay, perform, and discharge only the following liabilities of the Seller (referred to as the "Assumed Liabilities"):

1.4.1. Driver's Deposits. Buyer shall be solely responsible for refunding any deposits to drivers employed or hired to transport vehicles used in the Business in an amount not to exceed \$35,000.

1.4.2. Security Deposits on Franchise Contracts. Buyer shall be solely responsible for payment of any security deposits due and owing to agents on the franchise contracts between Seller and its agents in an amount not to exceed \$290,000.

1.4.3. Certain Leases. Buyer shall be solely responsible for all obligations under all real property leases related to the Pro Offices with respect to periods from and after the Closing Date.

1.5. Purchase Price and Payment. The Purchase Price for the Acquired Assets (the "Purchase Price") shall be an amount equal to the sum of Seller's outstanding liability to Midwest Bank and Trust Company (the "Bank"), not to exceed TWO HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$265,000.00), and shall be paid by Buyer to the Bank at Closing by wire transfer, certified or cashier's check.

1.6. Subleases. On the Closing Date, Buyer and Seller shall enter into subleases with respect to the following real and personal property leases at the rental rates, and on all of the other terms and conditions, currently applicable to Seller:

1.6.1. Lease at 1965 W. Pershing Road. The property leased by Seller that is commonly known as 1965 W. Pershing Road, Building E, Chicago, Illinois (the "Pershing Road Property"). Buyer shall sublease the Pershing Road Property for the period from and after the Closing Date up to and including December 31, 2004, provided, however, that Buyer shall have the right to extend the term of the sublease up to and including January 31, 2005.

1.6.2. Lease at 310 S. Michigan Avenue. Seller's office space at 310 S. Michigan, Chicago, Illinois (the "Michigan Avenue Property"). Buyer shall sublease the Michigan Avenue Property for the period from and after the Closing Date up to and including December 31, 2004, provided, however, that Buyer shall have the right to extend the term of the sublease up to and including January 31, 2005.

1.6.3. Computer Equipment Leases. Seller's computer equipment located at 310 S. Michigan, Chicago, Illinois, that are the subject of a certain lease/purchase agreement (the "Computer Equipment"). Buyer shall sublease the Computer Equipment for the period from and after the Closing Date up to and including December 31, 2004, provided, however, that Buyer shall have the right to extend the term of the sublease up to and including January 31, 2005.

At the Closing, Buyer shall reimburse Seller for its proportionate share of any rent prepaid by Seller for the Pershing Road Property, the Michigan Avenue Property, the Ehrenberg, Arizona Property, the Baltimore, Maryland Property, the Janesville, Wisconsin Property and the Computer Equipment that relates to any portion of the sublease period from and after the Closing Date. Any payment for the subleases due after the Closing Date may be paid by Buyer to Seller or the lessor of the Pershing Road Property, the Michigan Avenue Property, or the Computer Equipment, at Buyer's option. Buyer covenants and agrees to remove from the Pershing Road Property and the Michigan Avenue Property at the end of the sublease period any and all assets included within the Acquired Assets.

1.7. Noncompetition Agreement. Sohl shall enter into a Noncompetition Agreement with Buyer in a form reasonably acceptable to Buyer ("Noncompetition Agreement") on or before the Closing wherein Sohl shall agree not to compete with Buyer or any of its agents in the Business in any geographic area served by Buyer or its agents for the period beginning on the Closing Date up to and including April 1, 2005.

2. CLOSING DATE AND DOCUMENTS; NONSOLICITATION

2.1. Closing Date. The closing of the transactions provided for in this Agreement (the "Closing") shall take place at the office of Seller, at 310 S. Michigan Avenue, Suite 1401, Chicago, Illinois, at 10:00 a.m. on ~~November 22~~ ^{DECEMBER 1}, 2004, or at such other place, date, or time as the parties may agree to in writing (the "Closing Date").

2.2. Seller's Deliveries. At the Closing and subject to the terms and conditions herein contained, Seller or Sohl, as applicable, shall execute and deliver to Buyer the following:

2.2.1. All outstanding contracts between Seller and its agents assigned over to Buyer in form reasonably satisfactory to Buyer.

2.2.2. An Assignment of Lease in a form reasonably satisfactory to Buyer for each of the leaseholds of the Pro Offices, excluding the 310 S. Michigan Avenue Property and the Pershing Road Property, including estoppel certificates and consents to assignments by the owners of such real property subject to the conditions set forth in Paragraph 2.4.

2.2.3. A Bill of Sale with a warranty of title, assignments, endorsements, and other good and sufficient instruments and documents of conveyance and transfer, in form reasonably satisfactory to Buyer and its counsel, as shall be necessary and effective to transfer, assign, and vest in Buyer all of Seller's right, title and interests in and to the Acquired Assets.

2.2.4. The Noncompetition Agreement;

2.2.5. A Secretary's Certificate certifying incumbency of officers of Seller and certifying as to the adoption of resolutions of each of the shareholders and board of directors of Seller by unanimous written consent, consenting to and authorizing the transaction contemplated by this Agreement;

2.2.6. A Secretary's Certificate certifying as to the adoption of resolutions of each of the shareholders and board of directors of Seller by unanimous written consent, along with articles of amendment and other instruments, each regarding the change of the corporate name of Seller to a name other than "Auto Driveaway";

2.2.7. Assignment and Assumption of Assumed Contracts not previously identified and Assumed Liabilities of Seller to be assumed by Buyer as part of the Acquired Assets; and

2.2.8. The Agency Agreement (as defined below) executed by Sohl.

2.3. Buyer's Deliveries. At the Closing and subject to the terms and conditions herein contained. Buyer shall execute and/or deliver to Seller the following:

2.3.1. Confirmation of wire transfer, certified or cashier's check in the amount of the pay-off letter issued by the Bank for the loan to Seller personally guaranteed by Sohl;

2.3.2. A check made payable to Seller for a pro rated portion of any rent prepaid by Seller for periods from and after the Closing Date with respect to the Pershing Road Property, the Michigan Avenue Property, the Ehrenberg, Arizona Property, the Baltimore, Maryland Property, the Janesville, Wisconsin Property, the Computer Equipment, payroll for Seller's employees including FICA and unemployment insurance for the week of November 8, 2004, through November 15, 2004, pro rated portion of worker's compensation policies on Chicago Home Office and Ehrenberg, Arizona Pro Drive Offices.

2.3.3. The Agency Agreement executed by Buyer.

2.4. Third Party Consents. To the extent that Seller's rights under any of the Assumed Liabilities, Permits, or Acquired Assets to be assigned to Buyer hereunder may not be assigned without the consent of another person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful and Seller, at its expense, shall use reasonable business efforts to obtain any such required consent(s) as promptly as possible before Closing. Pending receipt of the

required consents, Seller and Sohl shall enforce for the benefit of Buyer its rights under any contracts or agreements included within the Assumed Liabilities, Permits, or Acquired Assets. Buyer shall cooperate with Seller in all reasonable respects and provide all information reasonably requested in order to obtain any and all required consents.

2.5. Transaction Costs. Each party shall bear all legal, accounting and other expenses incurred by such party in connection with this Agreement and the other agreements and transactions contemplated hereby. Each party shall pay any transfer taxes, if any, imposed on the transactions contemplated by this Agreement as provided by the applicable statute, ordinance or regulation.

2.6. Further Assurances. Seller from time to time after the Closing, at Buyer's request, will execute, acknowledge, and deliver to Buyer such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certification, and further assurances as either party may reasonably require in order to vest more effectively in Buyer, or to put Buyer more fully in possession of, any of the Acquired Assets, or to better enable Buyer to complete, perform or discharge any of the Assumed Liabilities. Each of the parties hereto will cooperate with the other and execute and deliver to the other parties hereto such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence and confirm the intended purposes of this Agreement. Seller agrees to cooperate with Buyer in connection with Buyer's application for the transfer or re-issuance in the name of the Buyer of all Permits or to satisfy any regulatory requirements involving the transfer of the Acquired Assets. If any Permit is not transferable or assignable, Seller agrees to cooperate with Buyer, at Buyer's sole cost, in obtaining the issuance of any new Permits required by Buyer. Without limiting the foregoing, Seller shall cooperate with Buyer in transferring any and all customer "leads," referrals, inquiries, and service calls. Seller and Buyer shall mutually cooperate in the referral of any calls received by Seller subsequent to the Closing Date with respect to the Business to Buyer, Seller, as applicable to assumed names, agrees to change their name(s) as of the Closing Date and to execute and/or file any and all necessary documents, instruments and certificates to accomplish such name change.

2.7. Nonsolicitation. Between the date of this Agreement and the Closing Date, neither Seller nor Sohl will, directly or indirectly, through any shareholder, officer, director, employee, agent, representative or otherwise, (a) solicit or initiate, directly or indirectly, or encourage submission of inquiries, proposals or offers from any potential buyer (other than the Buyer) relating to the disposition of any stock, voting securities, or securities convertible into voting securities, or any material portion of the Acquired Assets, of the Seller or (b) participate in any discussions or negotiations regarding, furnish to any person any information with respect to, assist or participate in, or facilitate in any other manner, any attempt or effort by any person to do or seek the foregoing. The Seller and Sohl will notify the Buyer immediately if any person makes any proposal, offer, inquiry or contact with respect to any of the foregoing, including a reasonably detailed description of any proposal or offer.

2.8. Operation of Elkhart Office. On or before the Closing Date, Buyer and Sohl shall enter into an agreement with respect to Sohl's continued operation of the Pro Office located in Elkhart, Indiana, for the period from and after the Closing Date up to and including December 31, 2004 (the "Agency Agreement"). The Agency Agreement shall be on terms reasonably acceptable to Buyer and Sohl, and shall provide for the payment of fees to Buyer at the same levels as currently paid by Seller's agents to the Seller. Buyer waives enforcement of any security deposit provision provided by the Agency Agreement. Buyer covenants and agrees to direct its manager of the Pro Offices in Elkhart, Indiana, to send to Seller by regular mail at the address listed in Paragraph 6.6 all payments for unpaid receivables related to Sohl's operation of the Elkhart, Indiana, office after the Closing Date that are due on or before December 31, 2004 but received after December 31, 2004.

3. CONDITIONS TO CLOSING

3.1. Conditions to Buyer's Closing Obligations. Notwithstanding anything to the contrary contained in this Agreement, Buyer's obligation to complete the Closing is subject to the complete fulfillment (unless expressly waived in writing by Buyer) of all of the following conditions at or before the Closing:

3.1.1. Representations and Warranties. Each of the representations and warranties of Seller and Sohl contained in this Agreement shall have been true and correct as of the date of this Agreement, and shall be true and correct as of the Closing Date, with the same force and effect as if made again as of the Closing Date.

3.1.2. Performance. Seller and Sohl shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Seller and Sohl at or before the Closing, including the delivery of all bills of sale, assignments, and other documents required by this Agreement to be delivered by Seller and Sohl at the Closing, all reasonably acceptable to Buyer.

3.1.3. Closing Certificates. Buyer shall have received certificates reasonably acceptable to Buyer, signed by Seller and Sohl and dated as of the Closing Date, to the effect that all representations, warranties, and covenants made in this Agreement by Seller and Sohl are on the Closing Date true and correct and that Seller and Sohl have performed the obligations, agreements, and covenants undertaken by each of them, respectively, in this Agreement to be performed on or before the Closing Date.

3.1.4. Litigation. On the Closing Date, there shall not be any pending or, to the knowledge of Seller or Sohl, threatened litigation in any court or any proceedings by or before any governmental commission, board, agency, arbitration tribunal, or other instrumentality with a view to seeking, or in which it is sought, to restrain or prohibit the consummation of the transactions contemplated by this Agreement or in which it is sought to obtain divestiture, rescission, or damages in connection with the transactions contemplated by this Agreement, and

no investigation by any governmental or other agency shall be pending or, to the knowledge of Seller or Sohl, threatened that might result in that type of litigation or other proceeding.

3.1.5. Lease Consents and Estoppel Certificates. Seller shall use its best efforts to obtain in writing any consents to assignment necessary under the leases for the Pro Offices except for the Michigan Avenue Property and the Pershing Road Property, and a consent to the sublease of the Computer Equipment, in form reasonably acceptable to Buyer, and Seller shall have used its best efforts to provide Buyer with landlord estoppel certificates, reasonably acceptable to Buyer, with respect to each lease relating to the Pro Offices except for the Michigan Avenue Property and the Pershing Road Property.

3.1.6. Buyer's Examination. Buyer shall be satisfied with the contents of all exhibits, schedules, information, and other documents and materials (including the Disclosure Schedule) and with the results of Buyer's examination of the Acquired Assets, and the Business, and the condition and future prospects (financial and otherwise) of the Acquired Assets and the Business, including, but not limited to, the value of the Acquired Assets.

3.1.7. Noncompetition Agreement. Sohl shall have entered into a Noncompetition Agreement with Buyer as provided in this Agreement.

3.1.8. Deliveries by Seller and Sohl. Seller and Sohl shall have delivered, to the reasonable satisfaction of Buyer, the other items listed above in this paragraph or reasonably required to complete the contemplated transactions

3.2. Conditions to Seller's and Sohl's Closing Obligations. Notwithstanding anything to the contrary contained in this Agreement, Seller's and Sohl's obligation to complete the Closing is subject to the complete fulfillment (unless expressly waived in writing by Seller and Sohl) of all of the following conditions at or before the Closing:

3.2.1. Representations and Warranties. Each of the representations and warranties of Buyer contained in this Agreement shall be true and correct as of the date of this Agreement, and shall be true and correct as of the Closing Date, with the same force and effect as if made again as of the Closing Date.

3.2.2. Performance. Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Buyer at or before the Closing, including payment of the Purchase Price and delivery of the assumption documents and other documents required by this Agreement to be delivered by Buyer at the Closing, all reasonably acceptable to Seller.

3.2.3. Closing Certificate. Seller shall have received a certificate reasonably acceptable to Seller, signed by Buyer and dated as of the Closing Date, to the effect that all representations and warranties in this Agreement are true and correct as if made again on the Closing Date and that Buyer has performed the obligations, agreements, and covenants undertaken by Buyer in this Agreement to be performed on or before the Closing Date.

3.2.4. Deliveries by Buyer. Buyer shall have delivered, to the reasonable satisfaction of Seller and Sohl, the other items listed above in this paragraph or reasonably required to complete the contemplated transactions.

4. REPRESENTATIONS AND WARRANTIES

4.1. Representations and Warranties of Seller and Sohl. Seller and Sohl jointly and severally represent and warrant to Buyer as follows:

4.1.1. Organization and Standing: Corporate Power and Authority of Seller. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and Seller has full power and authority to operate its business, to own or lease the Acquired Assets, to carry on its business as now being conducted, to make and perform this Agreement and the transactions and other agreements and instruments contemplated by this Agreement. Seller does not own any interest in, nor does it conduct its operations through, any subsidiary corporation or any other business enterprise, firm or corporation. Seller is qualified to conduct business in each jurisdiction in which the failure to so qualify would have a material adverse effect upon its business or the Acquired Assets. This Agreement and all other agreements and instruments executed and delivered by Seller in connection herewith have been duly authorized, executed and delivered by Seller. This Agreement and the transactions contemplated hereby have been duly approved and authorized by Sohl, the sole shareholder of Seller, and the board of directors of Seller. This Agreement and the documents, instruments, and agreements executed in connection herewith constitute the valid and binding obligation of Seller and Sohl, enforceable against each of them in accordance with their respective terms, except as the enforceability thereof may be limited by the availability of equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights generally.

4.1.2. No Conflicts; Defaults; Consents. Neither the execution and delivery of this Agreement and the other agreements and instruments executed in connection herewith by Seller or Sohl, nor the performance by Seller or Sohl of the transactions contemplated hereby or thereby (including Buyer's ability to continue to conduct the Business of Seller after the Closing in the manner in which such Business is currently conducted), will (with or without the giving of notice or the lapse of time or both) (i) violate, conflict with, or constitute a default under, any of the terms of Seller's Articles of Incorporation or By-laws, or any provisions of, or result in the acceleration of any obligation under, any material contract, sales or service commitment, license, purchase order, security agreement, mortgage, note, deed, lien, lease, agreement, instrument, order, judgment or decree relating to Seller or Sohl to which Seller or Sohl is a party or to which Seller, Sohl, or the Acquired Assets may be bound or subject, including, but not limited to, the Assumed Liabilities, (ii) breach or violate, or constitute a default under, or trigger any payment or other material obligations pursuant to, any of Seller's employee benefit plans described in Paragraph 4.1.18 or any grant or award made under any of the foregoing, (iii) result in any material change in the rights or obligations of any party under any of the Contracts described pursuant to Paragraph 4.1.15 hereof, including any such change as the result of a change in control provision or similar provision contained in any such Contract, (iv) result in the creation or

imposition of any Liens on the Acquired Assets, (v) violate any statute, law, ordinance or regulation of any jurisdiction, as such statute, law, ordinance or regulation relates to Seller or to the securities, properties, assets or business of Seller, the violation of which would have a material adverse effect on the Acquired Assets or the Business in the hands of the Buyer, (vi) constitute an event which, after notice or lapse of time or both, would result in such violation, conflict, default, acceleration, or creation or imposition of any Liens, or (vii) require any consent, approval authorization or other action by or filing with or notification to any governmental or regulatory authority.

4.1.3. Title to the Acquired Assets. Seller has good and marketable title to, and has the right to use and transfer to Buyer, each of the Acquired Assets, and the Acquired Assets are free and clear of all Liens, except for Liens in favor of the Bank which shall be removed by the payment of money in an amount equal to the Purchase Price at the time of Closing and which Seller shall so remove at that time. Seller will transfer the Acquired Assets to Buyer at Closing with good and marketable title, free and clear of all Liens.

4.1.4. Condition of Tangible Acquired Assets. All of the tangible property included within the Acquired Assets is and will as of the Closing be in good operating condition and repair, ordinary wear and tear and normal levels of obsolescence excepted. To the best knowledge of the Seller and Sohl, none of the tangible personal property included within the Acquired Assets is in need of any material repair or replacement. Except as set forth above, the tangible personal property included within the Acquired Assets shall be sold without representation or warranty, express or implied.

4.1.5. Services Rendered by Seller. Seller has conducted the Business in compliance in all material respects with (i) all laws, statutes, regulations and ordinances applicable thereto and (ii) the contracts it has entered into.

4.1.6. Customers. Schedule 4.1.6a sets forth all the customers relating to the Business who or which accounted for the services of Seller for the period ended as of the Closing Date (collectively, the "Customers"). Seller has not received any notice from any Customer and, to the best of Seller's knowledge, there is no plan or intention of any Customer or material supplier, to terminate, cancel or otherwise materially and adversely modify its relationship with Seller, or to decrease materially or limit its services, supplies or materials to Seller or its usage, purchase, or distribution of the services or products of Seller other than as set forth on Schedule 4.1.6b. Except as set forth on Schedule 4.1.6b, Seller has not submitted and is not aware of or received notice or invitation to submit any competitive bid for sale of its services including, without limitation, with respect to the continuation of any existing program with a Customer or enhancement of an existing service or program, other than quotations given and competitive bids submitted in the ordinary course of business.

4.1.7. No Third Party Options. Sohl is the sole owner of all of the issued and outstanding equity interests of Seller, free and clear of all Liens. There are no existing agreements, options, commitments or rights with, of or to any person other than Buyer to acquire

any of Seller's equity, or the assets, properties or rights included in the Acquired Assets or any interest therein.

4.1.8. Financial Statements. Seller has delivered or will deliver to Buyer true and complete copies of Seller's internal and unaudited externally prepared balance sheets and the related statements of income and cash flows which are available as of the Closing Date, as well as a true and complete copy of Seller's balance sheet and income statement as of its fiscal year ending September 30, 2004 (collectively, the "Financial Statements"). The Financial Statements have been prepared substantially in accordance with generally accepted accounting principles applied consistent with Seller's past practices, and all Financial Statements are complete and accurate in all material respects and fairly present the financial condition of Seller at the dates thereof and the results of operations for the periods covered thereby.

4.1.9. Absence of Undisclosed Liabilities. Except as set forth on Schedule 4.1.9, to the best of Seller's knowledge, Seller has no material liabilities or obligations, whether direct or indirect, matured or unmatured or absolute, contingent or otherwise ("Liabilities"), except those liabilities or obligations reflected in the Financial Statements or incurred, consistently with past business practice, in or as a result of the normal and ordinary course of business of Seller since September 30, 2004. To the best knowledge of Seller, there is no basis for assertion against Seller of any Liabilities, except as described in Schedule 4.1.9.

4.1.10. Tax Matters. Except as set forth on Schedule 4.1.10, Seller has timely filed all federal, state, local and foreign tax returns and reports required to be filed by Seller, and all such returns and reports are true, correct, and complete in all material respects. Except as set forth on Schedule 4.1.10, Seller has paid or has established an adequate reserve for all federal, state, local and foreign taxes (and all interest, penalties or additions to tax thereon, if any) payable by Seller, including, without limitation, all income, franchise, transfer, real property transfer or real property gains, recording, documentary, sales, use, property, payroll unemployment withholding, occupation, gross receipts, value added, excise and estimated taxes, due or which later become due and payable by Seller with respect to all taxable periods up to and including the period ending on and including the Closing Date (collectively, the "Taxes"). Except as set forth on Schedule 4.1.10, there are no due and unpaid assessments or proposals by any taxing authority for Taxes for which Seller does not have adequate reserves and there are no pending audits of Seller and Seller has not waived restrictions on assessment or collection of taxes or consented to the extension of any statute of limitations related to federal, state, local or foreign taxes. Except as set forth on Schedule 4.1.10, all Taxes that Seller is or was required by law to withhold or collect have been duly withheld or collected and, to the extent required, have been paid to the proper governmental body or person. Adequate accruals on the Financial Statements have been or will be made for the payment of all accrued and unpaid Taxes, whether or not disputed, for all fiscal periods through the Closing Date or arising out of transactions entered into or any state of facts existing on or prior thereto; and for such periods, and all periods prior to and through the Closing Date have been or will be properly accrued on the books and financial records of Seller in accordance with generally accepted accounting principles and in amounts sufficient for the payment of all unpaid Taxes required to be paid by Seller with respect to such periods. Seller has

provided Buyer with true, complete and correct copies of Seller's federal income tax returns that it filed with the Internal Revenue Service for each of its fiscal years ending September 30, 2002, and 2003.

4.1.11. Existing Condition. Except as set forth on Schedule 4.1.11, Seller has not, as related to the Business:

(a) incurred or paid any liabilities, other than liabilities incurred in the ordinary course of business consistent with past practice, or discharged or satisfied any liens or encumbrances, or failed to pay or discharge when due any liabilities of which the failure to pay or discharge has caused or will cause any material damage or risk of material loss to it or any of the Acquired Assets;

(b) sold, encumbered, assigned, or transferred any assets or properties which would have been included in the Acquired Assets or are necessary to conduct the Business, except for dispositions of unnecessary surplus or used equipment or other dispositions of unnecessary equipment in the ordinary course of business.

(c) created, incurred, assumed or guaranteed any indebtedness for borrowed money, or mortgaged, pledged or subjected any of the Acquired Assets to any mortgage, lien, pledge, security, interest, conditional sales contract or other encumbrances of any nature whatsoever;

(d) issued any shares of capital stock or any options, warrants, rights, or other securities convertible or exchangeable into, or obligations for the issuance of, stock, or declared a stock dividend or stock split, purchased or redeemed any of its outstanding shares of stock or taken any other action affecting its capital stock;

(e) suffered any damage, destruction or loss, whether or not covered by insurance, (i) materially and adversely affecting the Acquired Assets, the Business, Seller's operations, properties or prospects or (ii) to any item or items carried on its books of account individually or in the aggregate at more than TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), or suffered any repeated, recurring or prolonged shortage, cessation or interruption of supplies or utility or other services required to conduct Seller's business and operations;

(f) suffered any loss of any key employee or any material adverse change in its Business, operations, assets, properties, prospects or condition (financial or otherwise) other than as disclosed in Schedule 4.1.6b;

(g) received notice of any actual or, to the best of Seller's knowledge threatened, labor trouble, strike or other occurrence, event or condition of any similar character which has had or might have an adverse effect on the Business, Seller's business, operations, assets, properties or prospects other than as disclosed on Schedule 4.1.6 or Schedule 4.1.9;

(h) changed any of its accounting principles followed by it or the methods of applying such principles;

(i) any cancellation of any debts owed to or claims held by or on behalf of Seller;

(j) any actual or threatened terminations of any business relationships or material agreements between Seller and any of Seller's material customers or suppliers other than as disclosed in Schedule 4.1.6b; or

(k) any occurrence of any obligation or liability (absolute or contingent) for any indebtedness, except routine operating expenses and contract obligations incurred in the ordinary course of business; or any acceleration in the payment of, or payment other than in the ordinary course of Seller's business and consistent with past custom and practices thereof, of any indebtedness or amounts due or payable thereunder other than as disclosed on Schedule 4.1.6 or Schedule 4.1.9.

4.1.12. Compliance with Law, Permits. As related to the Business, (i) Seller is in compliance in all material respects with all federal, state, local or foreign laws, ordinances, regulations, and orders applicable to its Business or its properties, (ii) Seller possesses all permits as are necessary for the conduct of its Business or operations, and (iii) no written notice has been received of any requirement that Seller is required to obtain any license, permit or other similar governmental approval which it does not presently have. Schedule 4.1.12 lists all Permits which are presently in effect with respect to Seller, and no action or claim is pending and no written notice of any such claim or action has been received which threatens to revoke, terminate, or declare any of them invalid in any respect.

4.1.13. Litigation. Except as disclosed on Schedule 4.1.6 or Schedule 4.1.9, no litigation, including any arbitration, investigation, or other proceeding of or before any court, arbitrator or governmental or regulatory official, body, or authority is pending or, to the best of Seller's knowledge, as related to the Business, is threatened against Seller or which relates to the Acquired Assets or the transactions contemplated by this Agreement, the result of which could materially adversely affect Buyer, Seller, the Acquired Assets, the Business or its prospects, or the transactions contemplated hereby. Seller is not party to or subject to the provisions of any judgment, order, writ, injunction, decree, or award of any court, arbitrator, or governmental or regulatory official body or authority which may materially adversely affect Buyer, Seller, the Acquired Assets, the Business or its prospects, or the transactions contemplated hereby.

4.1.14. Insurance. Seller has advised Buyer that its general liability insurance on the operations of the Business issued by CNA (the "CNA Policy") expired at 12:00 p.m. on November 2, 2004. Seller maintains insurance on the contents of its offices which it operates but will terminate such insurance coverage on the Closing Date. Except as disclosed on Schedule 4.1.14, all insurance maintained by Seller (other than the CNA Policy) is in full force and effect and is enforceable in accordance with its terms. All premiums for all insurance policies maintained

by Seller (other than the CNA Policy) have been paid in full or will be paid in full prior to Closing, except as disclosed in Schedule 4.1.14.

4.1.15. Contacts and Commitments. Except as listed on Schedule 4.1.15 hereto, as related to the Business, Seller is not a party to, nor bound by, any oral or written contract, agreement, commitment or understanding:

(a) with any present or former employee or consultant or for the employment of any person, including any consultant, who is engaged by Seller;

(b) with any dealer, representative, or service agreement contract or commitment relating to the Seller or its Business;

(c) relating to the ownership, use or licensing of any patents, trademarks, trade names, brand names, copyrights, inventions, processes, know-how, formulae, trade secrets or other proprietary rights;

(d) pertaining to any lease under which Seller is either lessor or lessee relating to the Acquired Assets or any property at which the Acquired Assets are located;

(e) containing a confidentiality or covenant not to compete agreement by Seller which otherwise restricts Seller from doing any type of business;

(f) involving capital expenditures or the acquisition of fixed assets which require or will require aggregate payments of more than FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00);

(g) involving a note, debenture, bond, equipment trust agreement, letter of credit agreement, loan agreement or other contract or commitment for the borrowing or lending of money relating to Seller, or agreement or arrangement for a line of credit or guarantee, pledge, or undertaking of the indebtedness of any other person relating to Seller; or

(h) involving any license, franchise, or other agreement which relates in whole or in part to any of the Acquired Assets.

Except as set forth on Schedule 4.1.15, Seller is not in default and no event has occurred which with or without the giving of notice or lapse of time, or both, would constitute a default in the performance, observance, or fulfillment of any obligation, covenant or condition contained in any of the agreements, contracts, commitments, leases, documents, and other instruments listed on Schedule 4.1.15 (the "Contracts"). Except as disclosed on Schedule 4.1.15, no Contract requires the consent of any party to an assignment in connection with the transactions contemplated by this Agreement. Correct and complete copies of all written Contracts disclosed on Schedule 4.1.15 have been delivered to Buyer.

4.1.16. Copyrights, Trademarks and Licenses. Seller owns, possesses or has licenses or similar rights to utilize all copyrights, trademarks, trade names, service marks, franchise, and technology necessary for the conduct of its business as presently conducted without any infringements of or conflict with the rights of others. All such copyrights, trademarks, trade names, service marks and franchises, or applications therefor, are disclosed in Schedule 4.1.16, and all licenses therefor are disclosed in Schedule 4.1.16 and Seller's interests therein are similarly disclosed. The consummation of the transactions contemplated by this Agreement will neither terminate nor alter Buyer's ability to utilize the above described rights or the terms of such use.

4.1.17. Labor Matters: Employees Relations. Seller is not a party to any collective bargaining agreement, nor is it bound by or obligated to enter into any agreement with a labor union with respect to its employees. All employees of Seller are employees at will, and Seller has no written or oral employment contracts with any employees that are not terminable at will. Schedule 4.1.17 contains the names, job designations, and compensation of all employees of Seller involved in the Business. Seller is not delinquent in payments to any of its employees or consultants for wages, salaries, commissions, bonuses, or other direct compensation for any services performed by them to the Closing Date or amounts required to be reimbursed to such employees. Also on Schedule 4.1.17 is:

- (i) a list of all employee handbooks, manuals, and or written policies relating to the employees of Seller, true, correct and complete copies of which have been delivered to the Buyer; and
- (ii) a list of each commissions, vacation pay, sick pay, severance, termination pay, group insurance applicable to each employee of Seller involved in the Business.

Except as set forth in Schedule 4.1.17, there are no charges or complaints involving any federal, state or local civil rights enforcement agency or court; complains or citations under the Occupational Safety and Health Act or any state or local occupational safety act or regulation; unfair labor practice charges or complaints with the National Labor Relations Board; or other claims, charges, actions or controversies pending, or, to the knowledge of Seller, threatened or proposed, involving Seller and any employee, former employee or any labor union or other organization representing or claiming to represent such employees' interests, which could materially and adversely affect the business of Seller or the business to be conducted by Buyer after Closing.

Seller is and has heretofore been in compliance in all respects with all laws, rules and regulations respecting employment and employment practices, terms and conditions of employment and wages and hours, the sponsorship, maintenance, administration and operation of (or the participation of its employees in) employee benefit plans and arrangements and occupational safety and health programs, and Seller is not engaged in any violation of any law, rule or regulation related to employment, including unfair labor practices or acts of employment

discrimination, which could materially and adversely affect the business of Seller or the business to be conducted by Buyer after Closing.

Except as disclosed on Schedule 4.1.17, Seller has not made, or agreed to make, any direct or indirect change (including any general uniform increase) in the rate or amount or kind of compensation, benefits, or other remuneration, payable or paid, to any employee or class of employees of Seller or any direct or indirect change in the terms or conditions of (including the adoption of) any policy, plan, agreement, trust, fund or other arrangement for the benefit of any employee or class of employees of Seller. Neither Buyer nor Seller will, by reason of anything done on or before the Closing Date, be liable to any of such employees or consultants for severance pay or any other payments.

4.1.18. Employee Plans. Except for the Auto Driveaway Company Employees' Pension Plan and the Auto Driveaway 401(k) and Profit Sharing Plan (the "Employee Benefit Plans"), Seller does not maintain, nor do employees of Seller participate in, any profit sharing, pension, or defined benefit plans or plans subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), including any multi-employer plan as defined in Paragraph 3(37) of ERISA. Seller does not maintain any retirement or welfare plans other than the Employee Benefit Plans. The Employee Benefit Plans comply with all applicable federal, state, local, and foreign laws, rules, and regulations. No "reportable event" (as such term is defined in Paragraph 4043(b) of ERISA) or "prohibited transaction" (as such term is defined in Paragraph 406 of ERISA and Paragraph 4975(c) of the Internal Revenue Code of 1986, as amended (the "Code") has occurred with respect to any of the Employee Benefit Plans since the date on which said Paragraphs first became applicable to such Plans. Any Employee Benefit Plans which are subject to the minimum funding standards set forth in the Code and ERISA each satisfy such standards.

4.1.19. Environmental Matters. Except as disclosed on Schedule 4.1.19, Seller has been in material compliance with, and has not become liable under, any environmental law; and neither Seller nor Sohl have any reason to expect, nor has any of them received, any actual or threatened order, notice, or other communication from any governmental authority or private citizen acting in the public interest of any actual or potential violation or failure to comply with any environmental law. Except as otherwise disclosed on Schedule 4.1.19, no claim of nuisance has been made with respect to Seller's Business by any adjoining landowner or other party

4.1.20. Brokers, Finders and Agents. Seller represents that there has been no broker or finder engaged in connection with this Agreement or the transactions contemplated thereby.

4.1.21. Capital Stock. There are no outstanding options, warrants, convertible securities, calls, rights, commitments, preemptive rights or agreements or instruments or understanding of any character to which Seller or Sohl is bound, obligating Seller or Sohl to issue, deliver or sell, or cause to be issued, delivered or sold, contingently or otherwise, shares of capital stock of Seller or any securities or obligations convertible into or exchangeable for such shares or

to grant, extend or enter into any such preemptive right or agreement. There are no voting trusts or other agreements, arrangements, contracts, commitments, plans or understandings restricting or otherwise relating to voting, dividend or other rights with respect to Seller's capital stock.

4.1.22. Other Material Adverse Information. Except as expressly set forth in this Agreement and the Schedules or in the Financial Statements, Seller has no knowledge of any facts which will or may reasonably be expected to have any material adverse effect on the value of the assets, properties, business or goodwill of Seller or upon any of its prospects or earning power.

4.1.23. Disclosure. No representation or warranty made by Seller or Sohl contained in this Agreement or in any other writing furnished pursuant hereto contains any untrue statement of a material fact or omits to state a material fact required to be stated herein or therein or necessary to make any statements herein or therein not misleading.

4.2. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

4.2.1. Organization and Standing: Power and Authority of Buyer. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Michigan, and Buyer has full power and authority to make and perform this Agreement and the transactions contemplated hereby and other agreements and instruments contemplated by this Agreement. This Agreement and all other agreements and instruments executed and delivered by Buyer in connection herewith have been duly authorized, executed, and delivered by Buyer. This Agreement and the transactions contemplated hereby have been duly approved and authorized by the Board of Managers of Buyer and this Agreement and all other agreements and instruments delivered by Buyer in connection herewith constitute the valid and binding obligations of Buyer, enforceable in accordance with their respective terms, except as the enforceability thereof may be limited by the availability of equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights generally.

4.2.2. Conflicts: Default. Neither the execution and delivery by Buyer of this Agreement or the other agreements and instruments executed in connection herewith by Buyer, nor the performance by Buyer of the transactions contemplated hereby or thereby, will (i) violate, conflict with, or constitute a default under, any of the terms of Buyer's Articles of Organization or Operating Agreement, or any provisions of, or result in the acceleration of any obligation under, any material contract, sales or service commitment, license, purchase order, security agreement, mortgage, note, deed, lien, lease, agreement, instrument, order, judgment, or decree which is applicable to Buyer or by which Buyer or its assets is otherwise bound, (ii) violate any law, statute, judgment, decree, order, rule or regulation of any governmental or regulatory authority, (iii) constitute an event which, after notice of lapse of time or both, would result in such violation, conflict, default, acceleration, or creation or imposition of any liens, or (iv) require any consent, approval, authorization or other action by, or filing with or notification to any governmental or regulatory authority.

4.2.3. Brokers, Finders and Agents. Buyer represents that there has been no broker or finder engaged in connection with this Agreement or the transactions contemplated thereby.

4.2.4. Consents. All consents, novations, approvals, filings, authority and other requirements prescribed by any law, rule or regulation, or any contract, agreement, commitment or undertaking, which must be obtained or satisfied by Buyer for the consummation of the transaction contemplated by this Agreement, have been obtained and satisfied.

4.2.5. Disclosure. No representation or warranty made by Buyer contained in this Agreement or in any other writing furnished pursuant herein contains any untrue statement of a material fact or omits to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not misleading.

4.3. Survival of Warranties and Representations. All warranties and representations contained in Paragraph 4.1 and 4.2 or elsewhere in this Agreement shall survive the Closing for a period of three (3) years provided, however, that (a) Seller's representations and warranties with respect to tax, employee benefits, and environmental matters shall survive for thirty (30) days after the limitations period otherwise applicable thereto, (b) Seller's representations and warranties as to title to the Acquired Assets shall survive forever, and (c) no limitations period shall apply with respect to any fraudulent representation or warranty. The representations and warranties made by the parties in this Agreement shall not be canceled or merged on the Closing. All statements made by or on behalf of Seller herein or in the Schedules, or in any other document, instrument, certificate, schedule or list delivered to Buyer hereunder shall be deemed representations and warranties of Seller relied upon by Buyer regardless of any information developed by, or investigation made by or on behalf of Buyer, and shall not be affected in any respect by such investigation.

4.4. Knowledge. For purposes of this Agreement, "to the best knowledge of Seller" and variants thereof, shall mean those facts and circumstances known to any of the officers and directors of Seller, after having made a good faith effort to ascertain the fact in question pursuant to an inquiry directed to those officers, directors and advisors of Seller who would be reasonably likely to have information relating to the fact in question and those facts and circumstances which the Sellers should have known in the exercise of reasonable and customary due diligence.

5. INDEMNIFICATION

5.1. Seller's or Sohl's Agreement to Indemnify. Seller and Sohl jointly and severally agree to defend, indemnify, and hold harmless Buyer and its assigns from, against and in respect of the full amount of any and all liabilities, damages, claims, deficiencies, fines, assessments, losses, taxes, penalties, interest, costs and expenses (including reasonable legal fees) ("Damages") arising from, in connection with, or incident to:

(a) any untruth, inaccuracy, breach or omission of, from or in, the representations and warranties made by Seller or Sohl to Buyer herein or any nonfulfillment of any covenant or agreement of Seller or Sohl under this Agreement as such representations and warranties may be qualified as to materiality and knowledge (as defined in Paragraph 4.4); or from any untruth, inaccuracy, breach or omission of, from or in, any representation or warranty, or any nonfulfillment of any covenant or agreement made by Seller in the Schedules or any other written statement, list, certificate or other instrument furnished to Buyer by or on behalf of Seller pursuant to this Agreement as such covenants and agreements may be qualified as to materiality and knowledge (as defined in Paragraph 4.4):

(b) the ownership and operation of the Acquired Assets by Seller prior to the Closing Date, including any liabilities of Seller not assumed by Buyer hereunder; and

(c) any claim made by a third party alleging facts which, if true, would entitle Buyer to indemnification pursuant to the above.

5.2. Buyer's Agreement to Indemnify. Buyer agrees to indemnify and hold harmless Seller and its assigns from, against and in respect of the full amount of any and all Damages arising from, in connection with, or incident to (a) any breach or violation of any of the representations, warranties, covenants or agreements of Buyer contained in this Agreement or in any document or certificate delivered by Buyer at or prior to the Closing, and (b) the ownership of the Acquired Assets and the operation of the Business by Buyer from and after the Closing Date.

6. MISCELLANEOUS

6.1. Entire Agreement and Modification. This Agreement, including the Exhibits and Schedules hereto which are hereby incorporated by reference herein and made a part hereof for all purposes, constitutes and contains the entire agreement of the parties and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof. This Agreement may be amended, supplemented or modified only by a written instruments signed by the parties.

6.2. Exhibits and Schedules. All of the Exhibits and Schedules attached to this Agreement are hereby incorporated herein and made a part hereof.

6.3. Miscellaneous. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof. This Agreement may be executed in counterparts which together shall constitute one and the same instrument. The agreements of the parties to and the terms and

with a copy to:

Mr. William M. Getzoff
Getzoff & Getzoff
150 South Wacker Drive, Suite 650
Chicago, Illinois 60606

6.7. Currency: All monetary amounts expressed in this Agreement and all payments required by this Agreement are and shall be in United States dollars.

6.8. Assignment. No party's rights and obligations under this Agreement may be assigned without the prior written consent to the other parties and any attempted assignment in violation of the preceding sentence shall be void, provided, however, that Buyer may, at its option, assign its rights and obligations hereunder to a third party which is under common control with Buyer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

6.9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Seller:

AUTO DRIVEAWAY CO.,
a Delaware corporation

By: Brandon A. Sohl
Brandon A. Sohl, President

Buyer:

AD ACQUISITION, LLC, a Michigan limited
liability company

By: Steve Westerfield
Steve Westerfield, President

Sohl:

Brandon A. Sohl
Brandon A. Sohl

SCHEDULE 1.1.1

AGENCY CONTRACTS:

AGENT	OFFICE
Richard Miller	Atlanta
Larry Sprince	Boston
Richard Miller	Charlotte
Jitendra Patel	Cincinnati
Frank Kodman	Cleveland
Jeremy Copus	Dallas
Alec Blanton	Denver
Dennis Schumaker	Detroit
John Muller	Ft. Lauderdale
Peter Lyon	Ft. Myers
Paul Shultz	Grand Rapids
Mike Rossi	Hackensack
Louis De Bois	Houston
Wayne Moss	Indianapolis
Gary Bennett/Ron Evans	Kansas City
Alice Davey	Las Vegas
Robert Daley	Long Beach
Robert Aschenbrenner	Los Angeles
Debra Young	Louisville
Richard Miller	Memphis
Barry Hatpern	Miami
Roy Lamberty	Milwaukee
Mark Willmert	Minneapolis
Roy McKuhen	Nashville
Donald Vickrey	New Orleans
David Berke	New York
Paul R. Schultz	Oklahoma City
Steve Westerfield	Omaha
Alan Komman	Orlando
Mike Rizzo	Philadelphia
John Sykes/Ira A.	Phoenix
Donald Addelspurger	Pittsburgh
John Case	Portland
Mac Perkinson	Richmond
Barbara Lynch	St. Louis
Scott Allen	Salt Lake City

William T. Ashton
John Ortiz
Scott Templeton
Robert Waters
Don Harries
Ken Zettel
Bernie Wright
Carl Nelson

San Diego
San Jose
Seattle
Syracuse
Tampa
Tucson
Arlington
Wichita

SCHEDULE 1.1.2

CUSTOMER CONTRACTS:

ABC SUPPLY
ACUSON COMPUTED SONOGRAPHY
ADRIAN STEEL VAN & EQUIPMENT
ALLSTATE INSURANCE
AMTRACK
AT&T CORP.
AUTOMOTIVE RESOURCES INTERNATIONAL, (ARI)
BLACK & VEATCH
BOISE OFFICE SOLUTIONS
CITICAPITAL FLEET/ASSOCIATES LEASING
CKE RESTAURANTS
EMKAY, INC.
ENTERPRISE RENT-A-CAR
EXXONMOBIL GLOBAL SERVICES
FEDERAL EXPRESS
GALPHIN MOTORS, INC.
G.E.CAPITAL FLEET SERVICES
HILL-ROM COMPANY, INC.
HITACHI MEDICAL SYSTEMS
JOHNS MANVILLE
MORGAN TRUCK BODY CORP.
MOTORLEASE
OHIO CASUALTY
PACIFIC POWER & ELECTRIC (PP&E)
PENSKE TRUCK LEASING CO. LP
PFIZER
PHARMACIA
PHH ARVAL
SIEMENS
SPRINT
STEINAR CORP.
UPS-GENERAL SERVICES INC.
U.S. GOVERNMENTAL AGENCIES
ULTEA LEASING
WHEELS, INC.
ENGLERHARD CORP.
UTILMASTER CORP. (ADDED EFF 01-01-2004)
SCP (ADDED EFF 11-01-2003)

HERITAGE CRYSTAL CLEAN (ADDED EFF 02-14-2004)
SUNTRUST LEASING (ADDED EFF 11-01-2003)
AMI LEASING (ADDED EFF 11-1-2003)
INSURANCE SERVICES (ADDED EFF 12-01-2003)

SCHEDULE 1.1.4 Personal Property

		PROPERTY INVENTORY											
Auto Driveaway		DEPARTMENT	Desks	Chairs	Computer	File Cabs.	Book Shlf	Hutch	Credenza	Typewriter	Phone	Fax	Printer
	SALES	3	5	3	6	1	1				3	1	1
	ADVENTURE	3	8	3	10	4				2	3		
	EXECUTIVE	3	10	2	9	1		3		1	3		2
	DOT	1	1	1	3	3	1			1	1	1	
	ACCOUNTING	6	5	4	17	1	1			2	3	1	4
	CLAIMS	3	5	1	9		1			1	1	1	1
	COMPUTER RM	6	8	6	2	6					3		3
	RECEPTION	2	2								2		
	CHICAGO SHIP	7	14	5	5						6	1	1
	MAIL ROOM	5	1		1	11				1	1		
	PRINT SHOP		1		1	5							
	STORAGE ROOM												
	FILE ROOM		6		38	6					4		
	GARAGE	2	3		2	2				1	1	1	
	TOTALS	41	69	25	103	40	4	3	9	31	6	12	
	Miscellaneous:												
	1 paper shredder												
	1 letter folding machine												
	1 AB Dick Printer												
	1 Paper cutter												
	1 AB Dick Paper Plate Maker												
	1 Nuarc Metal Plate Maker												
	1 Trade Booth												
	Various supplies of paper products												
	755 Bankers Boxes (342 at Vanguard; 298 at Garage; 115 here)												
	Various Sales Supplies												

TRADEMARK

SCHEDULE 1.4.2

AGENTS' DEPOSITS:

AGENT	OFFICE	AMOUNT
Richard Miller	Atlanta	\$10,300.00
Larry Sprince	Boston	\$10,600.00
Richard Miller	Charlotte	\$7,725.00
Jitendra Patel	Cincinnati	\$10,000.00
Frank Kodman	Cleveland	\$8,400.00
Jeremy Copus	Dallas	\$10,000.00
Alec Blanton	Denver	\$11,200.00
Dennis Schumaker	Detroit	\$11,500.00
John Muller	Ft. Lauderdale	\$1,060.00
Peter Lyon	Ft. Myers	\$5,000.00
Paul Shultz	Grand Rapids	\$5,000.00
Mike Rossi	Hackensack	\$11,200.00
Louis De Bois	Houston	\$5,450.00
Wayne Moss	Indianapolis	\$5,500.00
Gary Bennett/Ron Evans	Kansas City	\$10,000.00
Alice Davey	Las Vegas	\$5,150.00
Robert Daley	Long Beach	\$5,150.00
Robert Aschenbrenner	Los Angeles	\$5,500.00
Debra Young	Louisville	\$5,450.00
Richard Miller	Memphis	-0-
Barry Hatpern	Miami	\$1,000.00
Roy Lamberty	Milwaukee	\$8,175.00
Mark Willmert	Minneapolis	\$7,725.00
Roy McKuhen	Nashville	\$6,695.00
Donald Vickrey	New Orleans	\$2,875.00
David Berke	New York	\$10,000.00
Paul R. Schultz	Oklahoma City	\$7,500.00
Steve Westerfield	Omaha	\$5,300.00
Alan Komman	Orlando	\$5,000.00
Mike Rizzo	Philadelphia	\$12,500.00
John Sykes/Ira A.	Phoenix	\$10,300.00
Donald Addelspurger	Pittsburgh	\$2,650.00
John Case	Portland	\$5,450.00
Mac Perkinson	Richmond	\$2,725.00
Barbara Lynch	St. Louis	\$8,175.00
Scott Allen	Salt Lake City	\$5,600.00

William T. Ashton	San Diego	\$7,500.00
John Ortiz	San Jose	\$5,500.00
Scott Templeton	Seattle	\$7,500.00
Robert Waters	Syracuse	\$1,100.00
Don Harries	Tampa	\$5,450.00
Ken Zettel	Tucson	\$5,000.00
Bernie Wright	Arlington	\$5,000.00
Carl Nelson	Wichita	\$5,450.00

**DESIGNATED ADDITIONAL INSURED
(FOR LIABILITY COVERAGES)**

Schedule 4.1.6a

- ABC SUPPLY
- ACUSON COMPUTED SONOGRAPHY
- ADRIAN STEEL VAN & EQUIPMENT
- ALLSTATE INSURANCE
- AMTRACK
- AT&T CORP.
- AUTOMOTIVE RESOURCES INTERNATIONAL (ARI)
- BLACK & VEATCH
- BOISE OFFICE SOLUTIONS
- CITICAPITAL FLEET/ASSOCIATES LEASING
- CKE RESTAURANTS
- EMKAY, INC.
- ENTERPRISE RENT-A-CAR
- EXXONMOBIL GLOBAL SERVICES
- FEDERAL EXPRESS
- GALPIN MOTORS, INC.
- G.E. CAPITAL FLEET SERVICES
- HILL-ROM COMPANY, INC.
- HITACHI MEDICAL SYSTEMS
- JOHNS MANVILLE
- MORGAN TRUCK BODY CORP.
- MOTORLEASE
- OHIO CASUALTY
- PACIFIC POWER & ELECTRIC (PP & E)
- PENSKE TRUCK LEASING CO., LP
- PFIZER
- PHARMACIA
- PHH ARVAL
- SIEMENS
- SPRINT
- STEINAR CORP.
- UPS - GENERAL SERVICES INC.
- U.S. GOVERNMENTAL AGENCIES
- ULTEA LEASING
- WHEELS, INC.
- ENGLEHARD CORP
- UTILMASTER CORP. (ADDED EFF 01-01-2004)
- SCP (ADDED EFF 11-01-2003)
- HERITAGE CRYSTAL CLEAN (ADDED EFF 02-14-2004)
- SUNTRUST LEASING (ADDED EFF 11-01-2003)
- AMI LEASING (ADDED EFF 11-1-2003)
- INSURANCE SERVICES (ADDED EFF 12-01-2003)

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed	
ENDT. NO.	POLICY NO.
REVISED 13	BUA 2 51934555

5-24-20004



Complete Only When This Endorsement Is Not Prepared With the Policy Or Is Not to be Effective with the Policy	
ISSUED TO:	EFFECTIVE DATE OF THIS ENDORSEMENT
AUTO DRIVEAWAY	12-01-2003

BFB/M13BA04

Countersigned by

William J. Kamon
Authorized Representative

G-39543A

SCHEDULE 4.1.9

Known Liabilities

Kamm Insurance Agency:

Company owes Kamm Insurance Agency approximately \$120,000.00 for an unpaid business loan incurred in 2004.

CNA:

Company owes CNA \$129,000.00 for unpaid October premium and approximately \$130,000.00 for unpaid minimum premium. Company is entitled to a set off \$175,000.00 which represents its security deposit on the general liability insurance policy.

Piper Rudnick:

Company owes the law firm of Piper Rudnick approximately \$60,000.00 in unpaid legal fees which arose out of the Amerifleet litigation in California.

Contingent Liabilities:

Wisconsin Workman's Compensation Policy

Company has not paid the premium for the workman's compensation policy in Wisconsin and remains liable for any employee claims arising out of the operations since the expiration of the past policy on October 31, 2004.

~~Indiana Workman's Compensation Policy~~

~~Company did issue a check for the premium for the workman's compensation policy in Indiana on November 22, 2004. Seller believes the policy will be effective upon receipt of the premium check but also believes that the policy will not be retroactive to October 31, 2004, when its policy expired. Accordingly, the Company remains liable for any employee claims arising between the expiration of the policy on October 31, 2004, and the reinstatement of coverage when its check is negotiated which the Company estimates to be on November 29, 2004.~~

Sub
ad/k

SCHEDULE 4.1.10

TAX MATTERS

All Federal, State and local tax returns which are required to be filed by the Closing Date have been filed.

SCHEDULE 4.1.12

PERMITS:

Seller maintains the following permits:

1. Business permit issued by the City of Chicago which is current as of the Closing date.
2. Broker Authority, No. MC 125985 SUB 37, issued on September 13, 1984.
3. Contract Carrier Authority, No. MC 125985 SUB 38, issued on January 8, 1995.
4. Common Carrier Authority, No. MC 125985 SUB 35, issued on June 29, 1981.
5. Illinois Common Carrier Authority, No. ILL.C.C. 27210 MC-CR. issued on January 5, 1972.
6. SSR Authority to operate vehicles over 10,000 lbs. ICC No. 125985, filed on October 20, 2004.
7. An IFTA (Fuel Use Tax Permit) for vehicles over 26,000 lbs. under US DOT No. 076-274 (Renewal not yet sent in)
8. Arizona Transporter Plate Renewal, License No. L00006376. (Not sent yet)
9. Minnesota Transporter Plate Renewal due on December 31, 2004.
10. Indiana Transporter Plate Renewal due in February, 2005.
11. California Transporter Plate Renewal due in May, 2005.
12. Wisconsin Transporter Plate Renewal due on December 31, 2005.
13. Illinois Transporter Plate Renewal due on December 31, 2005.

Seller maintains authorizations as a foreign corporation to do business in the following states:

1. State of California, renewal, due on April 30, 2005.
2. State of Delaware, renewal, due on March 1, 2005.
3. State of Florida, renewal, due on May 1, 2005.
4. State of Illinois, renewal, due on February 1, 2005.
5. State of Indiana, renewal, due on December 1, 2005.
6. State of Massachusetts, renewal, due on December 1, 2004.
7. State of Michigan, renewal, due on June 30, 2005.
8. State of Washington, renewal, due on April 30, 2005
9. State of Wisconsin, renewal, due on July 31, 2005.

SCHEDULE 4.1.14

INSURANCE WHICH HAS NOT BEEN PAID IN FULL

Wisconsin Workman's Compensation Policy issued by EMC Insurance
Companies

~~Indiana Workman's Compensation Policy issued by Liberty Mutual~~

5/15 ARL

HEALTH INSURANCE

Great West Healthcare Policy issued by New England Life Insurance
Company has been paid through November, 2004. Policy expires on
March 30, 2005. Premiums vary month to month from \$8,000 to
\$10,000.

TRADEMARK

REEL: 003179 FRAME: 0233

SCHEDULE 4.1.15

CONTRACTS AND COMMITMENTS:

- (a) Seller is not a party to nor bound by any ~~oral or~~ written contract with any present or former employee or consultant. *bif*
- (b) Seller does maintain service agreements for office equipment and software located at the 310 South Michigan Avenue property as well as the Pro Offices in Elkhart, Indiana, and Baltimore, Maryland.

310 South Michigan Avenue

1. MAPICS Software (accounting program)
Annual license fee: \$1,540.00
Expiration: 12/12/2005
2. Pitney Bowes meter and scale
Quarterly fees: \$416.58
Expiration: 1/10/2006
3. Ikon photocopier
Annual fees: \$2,585.62
Expiration: 10/19/2005
4. AS400 computer maintenance agreement

Elkhart, Indiana

Photocopier
Fees: Paid in one lump sum
Expiration: 01/30/2005

Baltimore, Maryland

Savin photocopier and cabinet
Monthly lease:
Expiration: July 2009

- (c) Seller owns all copyrights and trademarks, hereinafter described, in its own name and is not a party to any licensing agreements as to trademarks, trade names, brand names, copyrights, inventions, processes, know-how, formulae, trade secrets or other proprietary rights.

Trademarks

1. Interchange logo mark that was registered in the United States Patent and Trademark Office, on November 15, 1988, as Registration No. 1,513,080;
2. U.S. Map logo mark registered in the United States Patent and Trademark Office on August 3, 1971, as Registration No. 917,907;
3. "Auto Driveaway Co." and design registered in the United States Patent and Trademark Office on December 27, 1988, as Registration No. 1, 518, 332; and
4. "Auto Driveaway" name registered on October 24, 1972, as Trademark No. 946,023.
5. "Mister Chauffeur" and design registered on January 12, 1971, as Registration No. 906,017.

Copyrights

1. "Tips for Success" registered on May 26, 1997 under Registration No. TXU790-725
2. Servicemark "Auto Driveaway Co. and Logo - an Interstate Cloverleaf" Registered in the State of Illinois on September 1, 1976 in Class S-105 under No. 078257.

(d) Seller is a party to the following leases:

310 South Michigan Avenue
Suite 1410
Chicago, Illinois 60604

1965 Pershing Road
Building E
Chicago, IL

14125 North I-10 Frontage Road, #4
Ehrenberg, AZ 85334

26084 County Road 6, #1
Elkhart, IN 46514

1326 Creston Park Drive
Janesville, WI 53545

1124 East 25th Street
Baltimore, MD 21218

Pitney Bowes

Savin Corporation

Fax Machines

Printers

CPU

- (e) Seller is not a party to any confidentiality agreement nor any covenant not to compete agreement.
- (f) Seller is not a party to any pending agreements for capital expenditures or acquisition of fixed assets which require or will require payments of more than \$5,000.00 other than agreements previously disclosed.
- (g) Seller is a party to a note with Midwest Bank and Trust in an amount which does not exceed \$265,000.00. Seller is not a party to any other notes, debentures, bonds, equipment trust agreements, letters of credit, loan agreements or other contract agreements for the borrowing or lending of money or any agreement or arrangement of line of credit or guaranty, pledge or undertaking of the indebtedness of any other person relating to Seller.
- (h) Seller is not involved in any license, franchise or other agreement other than those which have been previously disclosed in this agreement.

Schedule 4.1.15

Auto Driveaway Co.
14125 North I-10 Frontage Road, #4
Ehrenberg, AZ 85334

Lot: Mr. Vearl G. Shelman **\$250.00**
 14125 North I-10 Frontage Road
 P. O. Box 271
 Ehrenberg, AZ 85334

Trailer: Williams Scotsman **\$362.14**
 3232 South 48th Street
 Phoenix, AZ 85040

Auto Driveaway Co.
26084 County Road 6, #1
Elkhart, IN 46514

Exp: June 30, 2004
(currently month-to-month)
\$1,000.00
\$1,500.00 when month-to-month

Howard, Hung, Lin & Swank, LLC
 Ms. Lena Howard
 26084 County Road 6
 Elkhart, IN 46514

II.

Auto Driveaway Co.
1326 Creston Park Drive
Janesville, WI 53545

Exp: September 30, 2002
(Currently month-to-month)
\$550.00

The Daniel Long Agency
 Mr. Daniel Long
 4539 Woodgate Drive
 Janesville, WI 53545

Auto Driveaway Co.
1124 East 25th Street
Baltimore, MD 21218

Exp: December 31, 1999
(Currently month-to-month)
\$821.47

JKF Properties, LLC
 Mr. Robert G. Carr
 102 West Pennsylvania Avenue
 Towson, MD 21204

SCHEDULE 4.1.16

INTELLECTUAL PROPERTY:

Seller owns the following intellectual property rights:

Trademarks

1. Interchange logo mark that was registered in the United States Patent and Trademark Office, on November 15, 1988, as Registration No. 1,513,080;
2. U.S. Map logo mark registered in the United States Patent and Trademark Office on August 3, 1971, as Registration No. 917,907;
3. "Auto Driveaway Co." and design registered in the United States Patent and Trademark Office on December 27, 1988, as Registration No. 1, 518, 332; and
4. "Auto Driveaway" name registered on October 24, 1972, as Trademark No. 946,023.
5. "Mister Chauffeur" and design registered on January 12, 1971, as Registration No. 906,017.

Copyrights

1. "Tips for Success" registered on May 26, 1997 under Registration No. TXU790-725
2. Servicemark "Auto Driveaway Co. and Logo - an Interstate Cloverleaf" Registered in the State of Illinois on September 1, 1976 in Class S-105 under No. 078257.

Schedule 4.1.17

AUTO DRIVEAWAY CO.
310 S. MICHIGAN AVE.
CHICAGO, IL 60604

SALARIED EMPLOYEES AS O OCTOBER 31, 2004

National:		Name	Rates:	Last Raises Date
		Ronald Fredriksen	Monthly Salary \$ 5,000.00	10/1/2001
		John Hill	Monthly Salary \$ 3,500.00	8/1/2002
		Michael Kowaichik	Monthly Salary \$ 2,600.00	8/1/1998
		Demy Malabanan	Monthly Salary \$ 4,375.00	11/1/2003
		Jerome Ryan	Monthly Salary \$ 3,450.00	11/1/2003
		Larry Bechdol	Monthly Salary \$ 4,150.00	1/1/2003
		Leonard Tamburro	Monthly Salary \$ 3,100.00	11/1/2003
		Mary Rose	Monthly Salary \$ 3,000.00	11/1/2002
		Beverly Peck	Hourly \$ 12.50/HR.	8/1/2002
		Robert Gross	Hourly \$ 11.00/HR.	6/15/2001
		Greg Bloskey	Hourly \$ 10.00/HR.	1/1/1999
		Patricia Dixon	Hourly \$ 15.00/HR.	7/1/2004
		Keith Lang	Hourly \$ 10.00/HR.	4/1/2004
		Deborah Harris	Hourly \$ 14.00/HR.	H=4/19/04
		Michelle Nguyen	Hourly \$ 13.00/HR.	H=10/4/04
		James Pippens	Hourly \$ 14.00/HR.	H=9/2/04
		Edward Collins	Hourly \$ 6.75/HR.	8/1/1999
		Anita McNeal	Hourly \$ 9.00/HR.	2/16/2004
Branch Offices:				
Ehrenberg:				
		Alvaro Saldana	Monthly Salary \$ 2,700.00	1/1/2000
		Amalia Rodriguez	Hourly \$ 10.00/HR.	8/1/2001
Janesville:				
		Carolyn Fox	Monthly Salary \$ 2,600.00	9/1/2002
		Lori Preslik	Hourly \$ 8.50/HR.	H=11/12/03
Elkhart:				
		Mitchell Dewitt	Monthly Salary \$ 2,300.00	10/1/2004
		Connie Siler	Hourly \$ 10.50/HR.	H=7/12/04
Baltimore:				
		Cyril Scovens	Monthly Salary \$ 2,600.00	1/1/2004
		Dwyane Berry	Hourly \$ 9.00/HR.	10/16/2004

NOTE: NATIONAL EST. MONTHLY PAYROLL	\$ 50,000.00
BRANCH EST. MONTHLY PAYROLL	\$ 16,000.00
TOTAL (PLUS COMMISSION)	\$ 66,000.00

Schedule 4.1.17

Auto Driveway Co.
310 S. Michigan Ave.
Chicago, IL 60604

RE: Vacation and Sick Days
Year ' 2004

Employee Name:	July 1, 2003 thru June 30, 2004 Remaining Vacation - 2004	July 1, 2004 thru October 31, 2004 Year ' 2005	Total	Remaining Sick Day Year ' 2004
Ronald Fredriksen	9	4	13	3
John Hill	10	4	14	0
Jerome Ryan	10	4	14	3
Derry Malabanan	15	4	19	3
Larry Bechdol	0	4	4	3
Leonard Tamburro	3	4	7	3
Michael Kowalchik	0	4	4	0
Beverly Peck	6	4	10	0
Robert Gross	0	4	4	4
Keith Lang	0	4	4	0
Edward Collins	7	4	11	5
Alvaro Saldana	2	4	6	0
Carolyn Fox	0	4	4	0
Amalia Rodriguez	0	4	4	2

Calendar Year
2004

Patricia Dixon	2	1
Deborah Harris	2	3
Anita McNeal	2	1
James Pippens	0	0
Michelle Nguyen	0	0
Mitchell Dewitt	10	5
Cyril Scovens	0	0
Dwayne Berry	0	0
Connie Siler	Part-timer	0
Lori Preslik	Part-timer	

SCHEDULE 4.1.19

ENVIRONMENTAL MATTERS:

Seller is in material compliance with, and has not become liable under, any environmental law. Seller has no reason to expect, nor has received any actual or threatened order, notice or other communication from any governmental authority or private citizens acting in the public interest of any actual or potential violation or failure to comply with any environmental law.