

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(D) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported):

MAY 15, 1996

RENTERS CHOICE, INC.

(Exact name of registrant as specified in charter)

DELAWARE  
(State or Other Jurisdiction  
of Incorporation)

48-1024367  
(IRS Employer  
Identification No.)

0-25370  
(Commission  
File Number)

13800 MONTFORT DRIVE  
SUITE 300  
DALLAS, TEXAS 75240  
(214) 701-0489

(Address of Principal Executive Offices,  
including zip code, and telephone  
number, including area code)

NO CHANGE

(Former Name or Former Address, if Changed Since Last Report)

ITEM 2. ACQUISITION OR DISPOSITION OF ASSETS.

On May 15, 1996, Renters Choice, Inc., a Delaware corporation (the "Registrant"), ColorTyme, Inc., a Texas corporation ("ColorTyme"), and CT Acquisition Corporation, a Texas corporation and a wholly-owned subsidiary of the Registrant (the "Merger Sub"), entered into an Agreement and Plan of Reorganization (the "Agreement of Reorganization") pursuant to which ColorTyme was merged with and into the Merger Sub (the "Merger"). The Merger Sub was the surviving corporation of the Merger (the "Surviving Corporation"). A copy of the Agreement of Reorganization is attached hereto as Exhibit 2.1

The Merger became effective May 15, 1996 at 5:00 o'clock p.m. Dallas, Texas time. Upon effectiveness of the Merger, the name of the Merger Sub was automatically changed to ColorTyme, Inc.

The Merger consideration paid by the Registrant to the holders of the outstanding shares of common stock of ColorTyme consisted of cash in the aggregate amount of \$2,839,754.50, plus 287,419 restricted shares of the Registrant's common stock, par value \$.01 per share (the "Registrant's Common Stock"). The Merger consideration paid by the Registrant to the sole holder of outstanding shares of the Class A, Non-Voting Preferred Stock of ColorTyme consisted of cash in the amount of \$1,825,996.50, plus 55,756 restricted shares of the Registrant's Common Stock. The closing sales price for the Registrant's Common Stock on May 15, 1996, as reported on the Nasdaq National Market, was \$25.50.

The Registrant used existing cash from operations to pay the cash portion of the Merger consideration. Management of the Registrant determined the total Merger consideration based upon its assessment of the fair market value of ColorTyme operating as a going concern.

In connection with the Merger, the Registrant entered into two-year noncompetition agreements with certain of the former common shareholders of ColorTyme. No additional consideration was paid by the Registrant pursuant to the noncompetition agreements.

Immediately following the consummation of the Merger, ColorTyme Financial Services, Inc. ("CTFS"), a Texas corporation and a wholly-owned subsidiary of the Surviving Corporation, entered into a Portfolio Acquisition Agreement (the "Portfolio Agreement") with STI Credit Corporation, a Nevada corporation ("STI"), pursuant to which CTFS sold certain promissory notes and other instruments, chattel paper, accounts and contracts (collectively, the "Loans") owned by CTFC to STI for an aggregate purchase price of \$21,150,630.57. Approximately \$13.5 million of the net proceeds of such sale were used to repay certain indebtedness owed by CTFS to Chrysler First Commercial Corporation.

The Portfolio Agreement is attached hereto as Exhibit 10.1. Pursuant to the terms of the Portfolio Agreement, the portfolio purchase price will be adjusted on or before May 30, 1996, to reflect advances and payments made on the Loans between April 26 and May 15, 1996. If during the six-month period following May 15, 1996, STI determines, in its reasonable judgment, that the balance of any Loan on May 15, 1996, was less than the balance reflected in the Portfolio Agreement, CTFS must pay to STI, as an adjustment to the portfolio purchase price, the net present value of the difference between the actual balance and the balance reflected in the Portfolio Agreement. If during the six-month period following May 15, 1996, STI determines that any Loan, or CTFS's rights in the collateral securing such Loan,

are not properly documented, and such deficiency materially impacts the Loan, CTFS must repurchase the Loan from STI. If any Loan is prepaid, CTFS must refund to STI the premium paid by STI for such Loan. In addition, CTFS must pay to STI a portion of the remaining balance of any Loan which goes into default, after repossession and/or foreclosure proceedings by STI are unsuccessful in liquidating the entire unpaid balance of the Loan. All of CTFS's obligations under the Portfolio Agreement are guaranteed by the Registrant and the Surviving Corporation.

The estate of Willie Ray Talley was the largest shareholder of ColorTyme, owning approximately 63% of the outstanding shares of common stock. Willie Ray Talley was the brother of J. Ernest Talley, Chairman of the Board of Directors and Chief Executive Officer of the Registrant. J. Ernest Talley is the executor of the estate of Willie Ray Talley. Willie Ray Talley had personally guaranteed certain debts owed by ColorTyme and its subsidiaries which were paid off in connection with the Merger. The Merger was approved by a majority of the disinterested directors of the Registrant in compliance with Delaware law.

The Surviving Corporation is a franchisor of 313 rent-to-own stores in 40 states, and directly owns seven rent-to-own stores. These stores generally offer durable consumer goods such as televisions, video cassette recorders, stereos, refrigerators, appliances, furniture and accessories, to individuals under flexible rental purchase arrangements.

The Registrant generally operates rent-to-own stores offering durable goods primarily to individuals under flexible rental purchase arrangements that allow the customer to obtain ownership of the merchandise at the conclusion of an agreed upon rental period.

ITEM 7. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION AND EXHIBITS.

(A) FINANCIAL STATEMENTS OF BUSINESS ACQUIRED.

At the time of filing of this report, it is impracticable to provide the financial statements for ColorTyme. The Registrant intends to file such financial statements as soon as practicable, but, in any event, no later than 60 days after the date on which this Form 8-K must be filed.

(B) PRO FORMA FINANCIAL INFORMATION.

At the time of filing this report, it is impracticable to provide the PRO FORMA financial information for ColorTyme. The Registrant intends to file such financial information as soon as practicable, but, in any event, no later than 60 days after the date on which this Form 8-K must be filed.

(C) EXHIBITS.

EXHIBIT NO.	DESCRIPTION
2.1	Agreement and Plan of Reorganization dated as of May 15, 1996, by and among Renters Choice, Inc., ColorTyme, Inc. and CT Acquisition Corporation.
10.1	Portfolio Acquisition Agreement dated as of May 15, 1996, by and among ColorTyme Financial Services, Inc., CT Acquisition Corporation, Renters Choice, Inc. and STI Credit Corporation.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

RENTERS CHOICE, INC.  
(Registrant)

DATE: May 23, 1996

BY: Mark E. Speese, President

## AGREEMENT AND PLAN OF REORGANIZATION

by and among

RENTERS CHOICE, INC.,

COLORTYME, INC.

and

CT ACQUISITION CORPORATION

May 15, 1996

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AGREEMENT AND PLAN OF REORGANIZATION

This AGREEMENT AND PLAN OF REORGANIZATION, dated as of May 15, 1996 (this "Agreement"), is made and entered into by and among Renters Choice, Inc., a Delaware corporation (the "Purchaser"), ColorTyme, Inc., a Texas corporation (the "Company"), and CT Acquisition Corporation, a Texas corporation and a wholly-owned subsidiary of the Purchaser (the "Merger Sub").

RECITALS

WHEREAS, the respective Boards of Directors of the Purchaser, the Merger Sub and the Company deem it advisable and in the best interests of their respective stockholders and shareholders that the Purchaser acquire the Company through a merger (the "Merger") of the Company with and into the Merger Sub upon the terms and subject to the conditions of this Agreement and the Plan of Merger (the "Plan of Merger") attached hereto as EXHIBIT A;

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Company has 8,100 shares (the "Common Shares") of common stock, par value \$10.00 per share (the "Company Common Stock"), and 4,000,000 shares (the "Preferred Shares, and together with the Common Shares, the "Shares") of Class A, Non Voting Preferred Stock, par value \$1.00 per share (the "Company Preferred Stock") issued and outstanding.

NOW, THEREFORE, in consideration of the foregoing premises, the representations, warranties and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the conditions set forth herein, the parties hereto agree as follows:

ARTICLE 1  
THE MERGER

1.1 THE MERGER. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in SECTION 1.3 hereof), the Company shall be merged with and into the Merger Sub and the separate corporate existence of the Company shall thereupon cease. The Merger Sub (sometimes hereinafter referred to

as the "Surviving Corporation") shall be the surviving corporation in the Merger. The Merger shall have the effects set forth in Section 5.06 of the Texas Business Corporation Act (the "TBCA").

1.2 CLOSING. The closing of the Merger (the "Closing") shall take place at 9:00 o'clock a.m., local time, at the offices of Winstead Sechrest & Minick P.C., located at 1201 Elm Street, Suite 5400, Dallas, Texas 75270 on May 15, 1996, or as soon as reasonably practicable thereafter as the conditions set forth in ARTICLE 8 have been satisfied or waived.

1.3 EFFECTIVE TIME OF THE MERGER. If all the conditions to the Merger set forth in ARTICLE 8 shall have been fulfilled or waived in accordance herewith and this Agreement shall not have been terminated as provided in ARTICLE 9, the parties hereto shall cause Articles of Merger (the "Articles of Merger") that meet the requirements of Section 5.04 of the TBCA to be properly executed and filed with the Secretary of State of the State of Texas on the Closing Date. The Merger shall be effective at the time of filing of the Articles of Merger with the Secretary of State of the State of Texas in accordance with the TBCA or at such later time which the parties hereto shall have agreed upon and designated in such filing as the effective time of the Merger (the "Effective Time").

## ARTICLE 2 THE SURVIVING CORPORATION

2.1 ARTICLES OF INCORPORATION. The Articles of Incorporation of the Merger Sub shall be the Articles of Incorporation of the Surviving Corporation without change, except that Article I, "Name" shall be amended in its entirety to read as follows:

"The name of the Corporation is 'ColorTyme, Inc.'"

2.2 BY-LAWS. The By-Laws of the Merger Sub as in effect immediately prior to the Effective Time shall be the By-Laws of the Surviving Corporation.

### 2.3 DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION.

(a) The directors of the Merger Sub immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualify in the manner provided in the Articles of Incorporation and By-Laws of the Surviving Corporation or as otherwise provided by law.

(b) The officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualify in the manner provided in the Articles of Incorporation and By-Laws of the Surviving Corporation, or as otherwise provided by law.

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## ARTICLE 3 CONVERSION OF SHARES

3.1 COMPANY COMMON STOCK. At the Effective Time, by virtue of the Merger and without any action on the part of the Purchaser, the Company, the Merger Sub or any holder of capital stock of any of them:

(a) Subject to the limitations contained herein, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time shall be automatically converted into the right to receive the per share consideration set forth beside the name of the holder of such share on ANNEX 1 hereto, which consideration shall be payable in cash and in shares of common stock of Renters Choice, Inc. (the "Renters Choice Common Stock") in the proportions set forth on ANNEX 1 hereto.

(b) All shares of Company Common Stock shall cease to be outstanding and shall be cancelled and retired and shall cease to exist, and each holder of a certificate representing Common Shares shall thereafter cease to have any rights with respect to such Common Shares, except to receive, upon the surrender of such certificate, without interest, the consideration payable to such shareholder in accordance with SECTION 3.1(A).

(c) Each share of Company Common Stock held in the treasury of the Company and each such share held by the Purchaser or the Merger Sub immediately prior to the Effective Time shall be cancelled and retired without any payment of any consideration therefor.

3.2 COMPANY PREFERRED STOCK. At the Effective Time, by virtue of the Merger and without any action on the part of the Purchaser, the Company, the Merger Sub or the holder of capital stock of any of them:

(a) Subject to the limitations contained herein, each share of Company Preferred Stock issued and outstanding immediately prior to the Effective Time shall be automatically converted into the right to receive the per share consideration set forth beside the name of the holder of such share on ANNEX 1 hereto, which consideration shall be payable in cash and shares of Renters Choice Common Stock in the proportions set forth on ANNEX 1 hereto.

(b) Each share of Company Preferred Stock shall cease to be outstanding and shall be cancelled and retired and shall cease to

exist, and each holder of a certificate representing Preferred Shares shall thereafter cease to have any rights, except to receive, upon the surrender of such certificate, without interest, the consideration payable to such shareholder pursuant to SECTION 3.2(A).

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3.3 MERGER SUB COMMON STOCK. Each share of the Merger Sub's common stock, par value \$.01 per share (the "Merger Sub Stock"), issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding.

3.4 PAYMENT OF MERGER CONSIDERATION. The Purchaser shall authorize one or more persons to act as paying agent hereunder (the "Paying Agent"). On the Closing Date, the Purchaser or the Merger Sub shall deposit with the Paying Agent cash in the amount of \$4,665,751 and 343,175 shares of Renters Choice Common Stock (collectively, the "Merger Consideration"). As soon as practicable after the Effective Time, the Surviving Corporation shall cause the Paying Agent to pay to each holder of Shares (a "Company Shareholder," and together with all other holders of Shares, the "Company Shareholders"), upon surrender to the Paying Agent of one or more certificates ("Certificates") representing such Shares, the consideration payable to such holder, as shown on Annex 1 hereto. The shares of Renters Choice Common Stock included in the Merger Consideration shall be deemed to have been issued at the Effective Time.

3.5 DIVIDENDS; TRANSFER TAXES. No dividends that are declared on shares of Renters Choice Common Stock will be paid to Company Shareholders until such persons surrender their Certificates. Upon such surrender, there shall be paid to the person in whose name the certificates representing such shares of Renters Choice Common Stock shall be issued any dividends which shall have become payable with respect to such shares between the Effective Time and the time of such surrender. In no event shall the person entitled to receive such dividends be entitled to receive interest on such dividends. If any certificates for any shares of Renters Choice Common Stock are to be issued in a name other than that in which the Certificate surrendered in exchange therefor is registered it shall be a condition of such exchange that the person requesting such exchange shall pay to the Paying Agent any transfer or other taxes required by reason of the issuance of certificates for such shares of Renters Choice Common Stock in a name other than that of the registered holder of the Certificate surrendered or shall establish to the satisfaction of the Paying Agent that such tax has been paid or is not applicable. Notwithstanding the foregoing, neither the Paying Agent nor any party hereto shall be liable to a Company Shareholder for any shares of Renters Choice Common Stock or dividends thereon delivered to a public official pursuant to applicable escheat laws.

3.6 CLOSING OF COMPANY TRANSFER BOOKS. At the Effective Time, the stock transfer books of the Company shall be closed and no transfer of Shares shall thereafter be made. If, after the Effective Time, Certificates are presented to the Surviving Corporation, they shall be cancelled and exchanged for certificates representing shares of Renters Choice Common Stock.

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ARTICLE 4  
REPRESENTATIONS AND WARRANTIES OF  
THE PURCHASER AND THE MERGER SUB

Each of the Purchaser and the Merger Sub hereby represents and warrants to the Company as follows:

4.1 ORGANIZATION. Each of the Purchaser and the Merger Sub has been duly incorporated, is validly existing as a corporation and is in good standing under the laws of its state of incorporation, and has the requisite corporate power to carry on its business as now conducted.

4.2 CAPITALIZATION. The authorized capital stock of the Purchaser consists of 30,000,000 shares of Renters Choice Common Stock, and 5,000,000 shares of preferred stock, par value \$.01 per share. As of May 8, 1996, 24,378,108 shares of Renters Choice Common Stock were issued and outstanding. As of the date hereof, no shares of the Purchaser's preferred stock are issued and outstanding. As of March 31, 1996, employee stock options to acquire 892,000 shares of Renters Choice Common Stock (the "Renters Choice Employee Stock Options") were outstanding under all stock option plans of the Purchaser and (d) 1,500,000 shares of Renters Choice Common Stock were reserved for issuance pursuant to all employee benefit plans of the Purchaser. All of the issued and outstanding shares of Renters Choice Common Stock are validly issued, fully paid and nonassessable and free of preemptive rights. All shares of Renters Choice Common Stock issuable as part of the Merger Consideration will be, when so issued, duly authorized, validly issued, fully paid and nonassessable. The authorized capital stock of the Merger Sub consists of 1,000 shares of Common Stock, par value \$.01 per share, all of which are validly issued and outstanding, fully paid and nonassessable and are owned by the Purchaser.

4.3 CERTAIN CORPORATE MATTERS. The Purchaser is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which the ownership of its properties, the employment of its personnel or the conduct of its business requires it to be so qualified, except where such failure would not have a material adverse effect on the Purchaser's financial condition, results of operations or business. The Purchaser has full corporate power and authority and all authorizations, licenses and permits necessary to carry on the business in which it is engaged and to own and use the properties owned and used by it.

4.4 AUTHORITY RELATIVE TO THIS AGREEMENT. Each of the Purchaser and the Merger Sub has the corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Agreement by the Purchaser and the Merger Sub and the

consummation by the Purchaser and the Merger Sub of the transactions contemplated hereby have been duly authorized by the Boards of Directors of the Purchaser and the Merger Sub, and by the Purchaser as the sole shareholder of the Merger Sub, and no other corporate proceedings on the part of the Purchaser or the Merger Sub are necessary to authorize

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this Agreement or the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by each of the Purchaser and the Merger Sub and constitutes a valid and binding agreement of each of the Purchaser and the Merger Sub, enforceable against the Purchaser and the Merger Sub in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.

4.5 CONSENTS AND APPROVALS; NO VIOLATIONS. Except for applicable requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act"), the Securities Act of 1933, the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Arizona insurance laws, state or foreign laws relating to takeovers, if applicable, state securities or blue sky laws, and the filing and recordation of the Articles of Merger as required by the TBCA, no filing with, and no permit, authorization, consent or approval of, any public body or authority is necessary for the consummation by the Purchaser and the Merger Sub of the transactions contemplated by this Agreement. Neither the execution and delivery of this Agreement by the Purchaser or the Merger Sub nor the consummation by the Purchaser or the Merger Sub of the transactions contemplated hereby, nor compliance by the Purchaser or the Merger Sub with any of the provisions hereof, will (a) conflict with or result in any breach of any provisions of the Certificate of Incorporation or By-Laws of the Purchaser or the Articles of Incorporation or By-Laws of the Merger Sub, (b) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, contract, agreement or other instrument or obligation to which the Purchaser or any of its subsidiaries is a party or by which any of them or of their properties or assets may be bound or (c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Purchaser, any of its subsidiaries or any of their properties or assets, except in the case of clauses (b) and (c) for violations, breaches or defaults which are not in the aggregate material to the Purchaser and its subsidiaries taken as a whole.

4.6 REPORTS AND FINANCIAL STATEMENTS. The Purchaser has filed all reports required to be filed with the Securities and Exchange Commission (the "SEC") pursuant to the Exchange Act since January 1, 1995 (collectively, the "SEC Reports"). None of such SEC Reports, as of their respective dates, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

4.7 BROKERS' OR FINDERS' FEES. Neither the Purchaser nor anyone on its behalf has employed or made any other arrangement or agreement with any broker, finder, consultant or intermediary in connection with the transactions contemplated by this Agreement and no such person is entitled to a fee, commission or reimbursement of expenses from the Purchaser or anyone on its behalf upon the consummation of the transactions contemplated hereby.

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#### ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Purchaser and the Merger Sub as follows:

5.1 ORGANIZATION. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and has the requisite corporate power to carry on its business as now conducted.

#### 5.2 CAPITALIZATION AND OWNERSHIP OF THE COMPANY.

(a) The Company's entire authorized capital stock consists of (i) 10,000 shares of Company Common Stock, of which 10,000 shares are issued, 8,100 shares are outstanding and 1,900 shares are held in Treasury, (ii) 4,000,000 shares of Company Preferred Stock, of which 4,000,000 shares are issued and outstanding and (iii) 3,500,000 shares of Class B Non-Voting Preferred Stock, par value \$1.00 per share, of which no shares are issued or outstanding. All shares of Company Common Stock and Company Preferred Stock have been duly authorized and are validly issued, fully paid and nonassessable and have not been issued in violation of any pre-emptive rights. Except for the outstanding shares of Company Preferred Stock, there are no outstanding or authorized options, rights, warrants, calls, convertible securities, rights to subscribe, conversion rights or other agreements or commitments to which the Company is a party or which are binding upon the Company providing for the issuance or transfer by the Company of additional shares of its capital stock and the Company has not reserved any shares of its capital stock for issuance, nor are there any outstanding stock option rights, phantom equity or similar rights, contracts, arrangements or commitments based upon the book value, income or other attribute of the Company. There are no voting trusts or any other agreements or understandings with respect to the voting of the Company's capital stock. Upon consummation of the Merger, the Purchaser will own a one hundred percent (100%) equity interest in the Surviving Corporation.

(b) SCHEDULE 5.2(B) hereto sets forth a true, accurate and

complete list of all holders of capital stock of the Company and the number of shares of capital stock held by each such person. All securities issued by the Company, including, without limitation, the Shares, were issued in compliance, in all respects, with all applicable federal and state securities laws.

5.3 CERTAIN CORPORATE MATTERS. The Company is duly licensed or qualified to do business and is in good standing as a foreign corporation in every jurisdiction specified on SCHEDULE 5.3 hereto, which is every jurisdiction in which the character of the Company's properties or nature of the Company's business requires it to be so licensed or qualified other than such jurisdictions in which the failure to be so licensed or qualified does not, or insofar as can reasonably be foreseen, in the future will not, have a material

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adverse effect on its financial condition, results of operations or business. The Company has full corporate power and authority and all authorizations, licenses and permits necessary to carry on the business in which it is engaged and to own and use the properties owned and used by it. The Company has delivered to the Purchaser true, accurate and complete copies of its Articles of Incorporation and By-Laws, which reflect all amendments made thereto at any time prior to the date of this Agreement. The minute books containing the records of meetings of the shareholders and Board of Directors of the Company are complete and correct in all material respects. The stock records of the Company and the shareholder lists of the Company that the Company has previously furnished to the Purchaser are complete and correct in all respects and accurately reflect the record ownership and the beneficial ownership of all the outstanding shares of the Company's capital stock and all other outstanding securities issued by the Company. The Company is not in default under or in violation of any provision of its Articles of Incorporation or By-Laws. To the best of its knowledge, the Company is not in material default or in material violation of any restriction, lien, encumbrance, indenture, contract, lease, sublease, loan agreement, note or other obligation or liability by which it is bound or to which any of its assets is subject.

5.4 SUBSIDIARIES. SCHEDULE 5.4 hereto sets forth the name and jurisdiction of incorporation of each corporation or other legal entity more than 50% of the voting stock or other equity interests of which is owned directly or indirectly by the Company (each a "Subsidiary" and collectively the "Subsidiaries"). Each Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation with the requisite corporate power and authority to own, operate and lease its properties and carry on its business as presently conducted, and is duly licensed or qualified to do business and is in good standing as a foreign corporation in every jurisdiction specified on SCHEDULE 5.4 hereto, which is every jurisdiction in which the character of such Subsidiary's properties or nature of such Subsidiary's business requires it to be so licensed or qualified other than such jurisdictions in which the failure to be so licensed or qualified does not, or insofar as can reasonably be foreseen, in the future will not, have a material adverse effect on its financial condition, results of operations or business. SCHEDULE 5.4 hereto sets forth, as to each Subsidiary, an accurate indication or whether it is active or inactive and, if active, each jurisdiction in which it transacts business. The Company has previously delivered to the Purchaser true, correct and complete copies of the certificates of incorporation and bylaws (or comparable governing documents) of each Subsidiary. All minute books of the Subsidiaries have been made available to the Purchaser for review and constitute all of the minute books of the Subsidiaries.

#### 5.5 CAPITAL STOCK OF SUBSIDIARIES.

(a) SCHEDULE 5.5 hereto sets forth, as to each Subsidiary, (i) the number of authorized shares of each class of its capital stock, (ii) the number of shares of each class of its capital stock issued and outstanding, and (iii) the name of and the number of shares of each class of its capital stock held by, each holder of record thereof. (All of the shares of capital stock of each Subsidiary are collectively

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referred herein to as the "Subsidiary Shares.") All of the Subsidiary Shares are validly issued and outstanding, fully paid and nonassessable and owned directly by the Company free and clear of any lien, pledge, security interest or other encumbrance (each a "Lien"). There are no outstanding subscriptions, options, warrants, rights or other agreements or commitments obligating any Subsidiary to issue, repurchase or otherwise acquire shares of its capital stock or obligating the Company to offer, sell or transfer any of the Subsidiary Shares.

(b) No Subsidiary owns, directly or indirectly, any capital stock of, or partnership or other equity or ownership interest (or security, right or interest convertible into capital stock or any such interest) in, any person or entity.

5.6 AUTHORITY RELATIVE TO THIS AGREEMENT. The Company has the requisite corporate power and authority to enter into this Agreement and carry out its obligations hereunder. The execution, delivery and performance of this Agreement by the Company and the consummation of the transactions contemplated by this Agreement have been duly authorized by the Company's Board of Directors and the Company Shareholders, and no other corporate action on the part of the Company is necessary to authorize this Agreement or the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company and constitutes the valid and binding obligation of the Company, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.



(a) To the Company's best knowledge, the Uniform Franchise Offering Circular (the "UFOC") and all related disclosure materials currently utilized by the Company in the offering or sale of its franchises have been prepared and distributed in compliance with all applicable federal and state laws, including without limitation, the Uniform Franchise Offering Circular Guidelines adopted by the North American Securities Administrators Association ("NASAA") on April 25, 1993 (the "UFOC Guidelines") and the Trade Regulation Rule: Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures, 16 C.F.R. 436 (the "Rule").

(b) To the best of its knowledge, the Company has made no offerings or sales of its franchises except pursuant to its distribution of its UFOC or alternatives to the UFOC prepared in compliance with the UFOC Guidelines or the Rule and individual state statutory or regulatory requirements.

(c) To the best of its knowledge, the Company has not offered or sold any franchises in any state or in any foreign country in which it has not, prior to such offer or sale, obtained the registration or exemption from registration, if any, required by the appropriate regulatory authorities within such state or foreign country.

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(d) Since November 1, 1992, except as provided in SCHEDULE 5.7(D), the Company has not received any correspondence from the Federal Trade Commission ("FTC"), any state regulatory authority, or any regulatory authority of any foreign country, that the Company is in violation or may be deemed to be in violation of any federal, state or international disclosure, reporting, registration or other legal or regulatory requirements relating to the Company's franchising activities.

(e) The Company has furnished the Purchaser with a copy of its current form of UFOC and all related disclosures and form agreements included therewith, and such documents are currently utilized by the Company in connection with the offering for sale of franchises. Except as necessary or appropriate in the ordinary course of business to comply with applicable federal, state or international law, such documents will not be altered or amended by the Company without the Purchaser's prior written approval.

(f) SCHEDULE 5.7(F) is a list of all franchise agreements, development agreements and other agreements to which the Company or any related party is a party and which relate to the Company's current franchise stores (collectively, the "Franchise Agreements") and which, to the best of the Company's knowledge, are in full force and effect except as set forth on SCHEDULE 5.7(F). To the best of the Company's knowledge, there are no uncured material violations or defaults by any of the parties to the Franchise Agreements, except as provided in SCHEDULE 5.7(F).

(g) Since November 1, 1992, the Company has received no correspondence or other information indicating or alleging that any of the Company's franchisees have any claims against the Company or any related party under the Franchise Agreements and/or applicable law, except as provided in SCHEDULE 5.7(G) or SCHEDULE 5.28.

(h) To the best of its knowledge, the Company has conducted its business in accordance with any and all franchise relationship or termination laws and business opportunity laws, or statutes of similar effect, in each state and foreign country in which the Company has sold or offered for sale its franchises.

5.8 CONSENTS AND APPROVALS; NO VIOLATIONS. Except for applicable requirements of the HSR Act, the Securities Act, the Exchange Act, the Arizona insurance laws, state or foreign laws relating to takeovers, if applicable, state securities or blue sky laws and the filing and recordation of Articles of Merger as required by the TBCA, no filing with, and no permit, authorization, consent or approval of, any public body or authority is necessary for the consummation by the Company of the transactions contemplated by this Agreement. Except as otherwise provided on SCHEDULE 5.8 hereto, none of the execution and delivery of this Agreement by the Company, the performance by the Company of its obligations hereunder or the consummation of the transactions contemplated hereby by the Company will require any consent, approval or notice under, or result in a material violation or breach of, or materially conflict with or constitute a default (or an event that,

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with notice or lapse of time or both, would constitute a default) under, or permit the termination of, or result in the creation or imposition of any lien, charge or encumbrance upon any properties, assets or business of the Company or any Subsidiary under any note, bond, indenture, mortgage, deed of trust, lease, franchise, permit, authorization, license, contract, instrument or other agreement or commitment or any order, judgment or decree to which, the Company or any Subsidiary is a party or by which the Company or any Subsidiary or any of their respective assets or properties are bound or encumbered, except those that have already been given, obtained or filed, all as set forth on SCHEDULE 5.8 hereto. Neither the execution and delivery of this Agreement by the Company, nor the consummation by the Company of the transactions contemplated hereby, nor compliance by the Company with any of the provisions hereof, will (a) conflict with or result in any breach of any provisions of the Articles of Incorporation or By-Laws of the Company or any Subsidiary, (b) violate in any material respect

any existing judgment, order, writ, injunction, decree, statute, rule or regulation applicable to the Company, any Subsidiary or any of their properties or assets.

5.9 FINANCIAL STATEMENTS. The Company has delivered to the Purchaser (a) its audited consolidated balance sheets as of December 31, 1995, 1994 and 1993, (b) its audited consolidated statements of earnings and consolidated statements of stockholders' equity for the years ended December 31, 1995, 1994 and 1993 and notes thereto, and (iii) its unaudited consolidated balance sheets as of, and its unaudited consolidated statements of earnings and stockholders' equity for the three months ended, March 31, 1996 (collectively, the "Financial Statements"). Except as set forth on SCHEDULE 5.9 hereto, the Financial Statements have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods covered thereby and present fairly the financial condition of the Company as of such dates and the results of its operations and changes in cash flows for such periods. SCHEDULE 5.9 hereto sets forth all changes in the Company's methods of accounting for tax or financial statement purposes since December 31, 1995.

5.10 EVENTS SUBSEQUENT TO FINANCIAL STATEMENTS. Except as disclosed in the Financial Statements or on SCHEDULE 5.10 hereto, since December 31, 1995, there has not been:

(a) Any adverse change in the financial condition, results of operations or business of the Company or any of the Subsidiaries;

(b) Any sale, lease, transfer, license or assignment of any assets, tangible or intangible, of the Company or any of the Subsidiaries, other than in the ordinary course of business;

(c) Any damage, destruction or property loss, whether or not covered by insurance, affecting adversely the properties or business of the Company or any of the Subsidiaries;

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(d) Any declaration or setting aside or payment of any dividend or distribution with respect to the shares of capital stock of the Company or any of the Subsidiaries or any redemption, purchase or other acquisition of any such shares;

(e) Any subjection to any Lien on any of the assets, tangible or intangible, of the Company or either of the Subsidiaries (other than liens arising by operation of law which secure obligations which are not yet due and payable);

(f) Any incurrence of indebtedness or liability or assumption of obligations by the Company or any of the Subsidiaries other than (i) those incurred in the ordinary course of business, (ii) those incurred in the course of negotiating, documenting and consummating the transactions contemplated by this Agreement, and (iii) those which are not included under either (i) or (ii) above and which do not exceed \$50,000 in the aggregate;

(g) Any cancellation or compromise by the Company or any of the Subsidiaries of any debt or claim, except for adjustments made in the ordinary course of business which, in the aggregate, are not material;

(h) Any waiver or release by the Company or any of the Subsidiaries of any right of any material value;

(i) Any sale, assignment, transfer or grant by the Company or any of the Subsidiaries of any rights under any concessions, leases, licenses, agreements, patents, inventions, trademarks, trade names or copyrights, except in connection with any franchises granted in the ordinary course of business;

(j) Any arrangement, agreement or undertaking entered into by the Company or any of the Subsidiaries not terminable on 30 days or less notice without cost or liability (including, without limitation, any payment of or promise to pay any bonus or special compensation) with employees or any increase in compensation or benefits to officers or directors of the Company or any of the Subsidiaries, other than in the ordinary course of business;

(k) Any change made or authorized in the articles of incorporation or bylaws of the Company or any of the Subsidiaries;

(l) Any issuance, transfer, sale or other disposition by the Company or any of the Subsidiaries of any shares of its capital stock or other equity securities, or any grant of any options, warrants or other rights to purchase or obtain (including upon conversion or exercise) shares of its capital stock or other equity securities;

(m) Except as disclosed in SCHEDULE 5.29, any loan to or other transaction with any officer, director or shareholder of the Company or any of the Subsidiaries giving rise to any claim or right of the Company or any of the

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Subsidiaries against any such person or of such person against the Company or any of the Subsidiaries;

(n) Any acceleration, termination, modification or cancellation (or threat thereof) by any party of any contract, lease or other agreement or instrument to which the Company or any of the

Subsidiaries is a party or by which it is bound so as to affect, materially and adversely, the properties or business of the Company or any of the Subsidiaries, except for termination of any Franchise Agreement in the ordinary course of business pursuant to the express provisions of such agreement; or

(o) Any other transaction or commitment entered into other than in the ordinary course of business by the Company or any of the Subsidiaries.

5.11 UNDISCLOSED LIABILITIES. The Company and the Subsidiaries, taken as a whole, have no material liability or obligation whatsoever, either accrued, absolute, contingent or otherwise, except to the extent (a) disclosed on SCHEDULE 5.11 hereto, (b) shown on the Financial Statements, (c) incurred in the normal and ordinary course of business of the Company and the Subsidiaries, taken as a whole, since December 31, 1995, or (d) incurred in the course of negotiating, documenting and consummating the transactions contemplated by this Agreement.

5.12 TAX RETURNS AND AUDITS. The Company and each of the Subsidiaries has duly and timely filed or caused to be filed all federal, foreign, state and local income, franchise, sales, value added and property tax returns (the "Tax Returns") required to be filed by it and, except as otherwise disclosed on SCHEDULE 5.12, has paid in full or fully reserved against in the Financial Statements all taxes, interest, penalties, assessments and deficiencies due or claimed to be due by it to foreign, federal, state or local taxing authorities (including taxes on properties, income, franchises, licenses, sales, use and payrolls). Neither the Company nor any of the Subsidiaries is required to pay any taxes for the periods covered by such Tax Returns except as set forth on SCHEDULE 5.12. Except as set forth on SCHEDULE 5.12, the income tax returns filed by the Company and each of the Subsidiaries have not been, and are not being, to the knowledge of the Company, examined by the Internal Revenue Service (the "IRS") or other applicable taxing authorities for any period. Except as set forth on SCHEDULE 5.12 hereto, all taxes or estimates thereof that are due as of December 31, 1995, or are claimed or asserted by any taxing authority to be due as of such date, have been (a) timely and appropriately paid so as to avoid penalties for underpayment or (b) accrued for on the balance sheet as of December 31, 1995, as contained in the Financial Statements. Except as set forth on SCHEDULE 5.12 and except for amounts not yet due and payable, all tax liabilities to which the properties of the Company and each of the Subsidiaries may be subject have been paid and discharged. The provisions for income and other taxes payable reflected in the Financial Statements make adequate provision for all then accrued and unpaid taxes of the Company and each of the Subsidiaries. There are no tax liens (other than liens for taxes which are not yet due and payable) on any of the property of the Company or either of the Subsidiaries, nor are there any pending or threatened examinations or tax

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claims asserted. Except as set forth on SCHEDULE 5.12 hereto, neither the Company nor either of the Subsidiaries has granted any extensions of limitation periods applicable to tax claims or filed a consent under Section 341(f) of the Code (or any predecessor thereof), relating to collapsible corporations. Except jurisdictions in which the Company or any of the Subsidiaries filed tax returns, no claim has ever been made by a taxing authority that the Company or any of the Subsidiaries is or may be subject to taxation by that jurisdiction. True and correct copies of all federal, foreign, state and local income and other tax returns (and amendment claims for refunds), notices from foreign, federal, state and local taxing authorities, tax examination reports and statements of deficiencies assessed against or agreed to by the Company or any of the Subsidiaries since January 1, 1991, have been made available to the Purchaser, and the same are listed on SCHEDULE 5.12. Except as otherwise disclosed on SCHEDULE 5.12, neither the Company nor any of the Subsidiaries is a party to, or bound by, any tax indemnity, tax sharing or tax allocation agreement. Neither the Company nor any of the Subsidiaries is a party to any agreement that has resulted or would result, in the payment of any compensation to any employee, as a result of or contingent upon the change in ownership or effective control of the Company or a Subsidiary, in an amount which is three (3) times such employee's highest total of reported (Form W-2) compensation for any taxable year of such employee's employment. Except as otherwise disclosed on SCHEDULE 5.12, neither the Company nor any of the Subsidiaries has ever been a member of an "affiliated group," as defined in Section 1504(a) of the Code (other than a group of which the Company and the Subsidiaries are the sole members) and is not the owner of an interest in a partnership, joint venture, trust, limited liability company or other entity or organization. Except as otherwise disclosed on SCHEDULE 5.12, all positions taken on federal Tax Returns that could give rise to a penalty for substantial understatement pursuant to Section 6662(d) of the Code have been disclosed on such Tax Returns. Each shareholder of the Company is a U.S. citizen. Neither of the Subsidiaries is a partner of any partnership. Except as reflected on the Tax Returns, neither the Company nor any of the Subsidiaries has made any material tax elections under any section of the Code, including, without limitation, under any of Sections 108, 168, 338, 441, 463, 472, 1017, 1033 or 4977 of the Code (or any predecessor thereof). None of the assets and properties of the Company or any of the Subsidiaries is an asset or property that the Purchaser or any of its affiliates is or will be required to treat as being (a) owned by any other person pursuant to the provisions of Section 168(f)(8) of the Internal Revenue Code of 1954, as amended, and in effect immediately before the enactment of the Tax Reform Act of 1986, or (b) tax-exempt use property within the meaning of Section 168(h)(1) of the Code. No closing agreement pursuant to Section 7121 of the Code (or any predecessor provision) or any similar provision of any state, local, or foreign law has been entered into by or with respect to the Company or any of the Subsidiaries or any assets thereof. Neither the Company nor either of the Subsidiaries has agreed to and is not required to make any adjustment pursuant to Section 481(a) of the Code (or any predecessor provision) by reason of any change in any accounting method. Neither the Company nor any of the Subsidiaries has an application pending with any taxing authority requesting permission for any changes in any accounting method, and the IRS has not proposed any such adjustment or change in

accounting method. Neither the Company nor any of the Subsidiaries has been nor is it in violation (nor has any action been taken or omission

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occurred which, with notice or lapse of time or both, would be in violation) of any applicable law relating to the payment of withholding of taxes. The Company and each of the Subsidiaries has duly and timely withheld from salaries, wages and other compensation and paid over to the appropriate taxing authorities all amounts required to be so withheld and paid over for all periods under all applicable laws. Except as otherwise disclosed on SCHEDULE 5.12, neither the Company nor any of the Subsidiaries is subject to any limitation under Section 382 or Section 383 of the Code.

5.13 PROPERTY. Neither the Company nor any of the Subsidiaries owns, directly or indirectly, any interest in United States real property. Set forth on SCHEDULE 5.13 is a complete and accurate list and a brief description of all property leased by the Company or any of the Subsidiaries. With respect to each lease so set forth: (a) the lease has been validly executed and delivered by the Company or the Subsidiary and, to the knowledge of the Company, by the other party or parties thereto and is a binding agreement; (b) neither the Company nor any of the Subsidiaries is and to the Company's knowledge, no other party to the lease is in material breach or default, and no event has occurred on the part of the Company or any of the Subsidiaries or, to the Company's knowledge, on the part of any other party which, with notice or lapse of time, would constitute such a breach or default or permit termination, modification or acceleration under the lease; (c) the lease will continue to be binding in accordance with its terms following the Closing Date; (d) neither the Company nor any of the Subsidiaries has repudiated and, to the Company's knowledge, no other party to the lease has repudiated any provision thereof; (e) except as set forth on SCHEDULE 5.13, there are no disputes, oral agreements or delayed payment programs in effect as to the lease; and (f) all facilities leased thereunder, taken as a whole, have been reasonably maintained.

5.14 TANGIBLE PROPERTY. The Company and the Subsidiaries have good and marketable title to, or a valid leasehold interest in, each item of tangible property, whether real, personal or mixed, reflected on its books and records as owned or leased by it, subject to no liens.

5.15 INVENTORY. Except as set forth on SCHEDULE 5.15 hereto, all inventory relating to the Company's or any of the Subsidiaries' business was purchased, acquired or ordered in the ordinary and regular course of business and consistent with the regular inventory practices of the Company or the Subsidiary and all such inventory is of a quantity and quality useable, rentable or saleable in the ordinary course of business.

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5.16 LEASE PURCHASE AGREEMENTS. All lease purchase agreements relating to the Company's or any of the Subsidiaries' business were entered into in the ordinary and regular course of business in a manner consistent with its regular business practices. All transferred accounts and lease purchase agreements constitute valid and enforceable obligations of the parties thereto. Except as disclosed on SCHEDULE 5.16, with respect to each lease purchase agreement relating to the Company's or any of the Subsidiaries' business:

(a) The Company has made available to the Purchaser a true, correct and complete copy of such lease purchase agreement (including all amendments and modifications thereto);

(b) Such lease purchase agreement is in full force and effect and constitutes a valid, legal and binding obligation of the contracting parties, enforceable against each of them in accordance with its terms; and

(c) The enforceability of such lease purchase agreement and the enjoyment of the rights and benefits thereunder will not be affected in any material respect by the execution and delivery of this Agreement, the performance by the parties of their obligations hereunder or the consummation of the transactions contemplated hereby.

5.17 LICENSES AND PERMITS. To the Company's best knowledge, each of the Company and the Subsidiaries has obtained all material licenses, product and establishment registrations, franchises, permits, easements, certificates and consents necessary or appropriate to the conduct of the Company's and the Subsidiaries' business, except as provided on SCHEDULE 5.17.

5.18 ASSETS NECESSARY TO THE BUSINESS. The personal property and other assets owned or leased by the Company and the Subsidiaries have been sufficient in all material respects to carry on the Company's and the Subsidiaries' business as presently conducted. Except as set forth in SECTION 5.15 or SECTION 5.23 hereof, the tangible personal property of the Company, taken as a whole, is fit for the purposes for which they are presently being used and are in reasonably good operating condition and repair, ordinary wear and tear excepted.

5.19 BOOKS AND RECORDS. The books and records of the Company and the Subsidiaries fairly reflect the transactions to which each of the Company and the Subsidiaries is a party or by which its properties are bound, and such books and records are and have been properly kept and maintained, with the revenues, expenses, assets and liabilities of the Company and the Subsidiaries accurately recorded therein for all periods subsequent to December 31, 1995.

5.20 PRODUCT LIABILITY. Except as set forth on SCHEDULE 5.20 hereto, neither the Company nor any Subsidiary has given or made any express warranties to third parties with respect to any products rented or sold by it except for the warranties imposed by the

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provisions of applicable law and vendor warranties relating to the Company's rental merchandise. The Company has no knowledge of any fact or event forming the basis of a claim against the Company or any Subsidiary for product liability on account of any express warranty which is not fully covered by insurance.

5.21 QUESTIONABLE PAYMENTS. Neither the Company nor any Subsidiary nor to the Company's knowledge, any employee, agent, representative or shareholder of the Company or any Subsidiary has, directly or indirectly, made any bribes, kickbacks, illegal payments or illegal political contributions using Company or any Subsidiary funds or made any payments from the Company's or any Subsidiary's funds to governmental officials for improper purposes or made any illegal payments from the Company's or any Subsidiary's funds to obtain or retain business.

5.22 ENVIRONMENTAL MATTERS. There are no claims, actions, suits, proceedings or investigations pending against or affecting the Company's or any of the Subsidiaries' business at law or in equity before any court or before or by any federal, state, municipal or other governmental department, commission, board, agency or instrumentality, relating to environmental matters. Neither the Company nor any of the Subsidiaries is subject to any continuing court or administrative order, writ, injunction or decree applicable to the Company's or the Subsidiaries' business relating to any environmental matter. Neither the Company nor any of the Subsidiaries to their knowledge is in violation of or in default in any material respect with regards to any existing statute, regulation, order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality relating to any environmental matter.

5.23 MOTOR VEHICLES AND EQUIPMENT. SCHEDULE 5.23 sets forth all of the Company's and the Subsidiaries' vehicles leased and owned, including the age, make, model and vehicle identification number of each, and all other items of equipment owned or leased by the Company and the Subsidiaries. Such vehicles and items of equipment, taken as a whole, are (a) mechanically sound and in a condition to perform in the manner needed for the operation of the Company's and the Subsidiaries' business; (b) in good cosmetic condition; and (c) in material compliance with all applicable statutes, ordinances and regulations, including, without limitation, those related to safety, in each case ordinary wear and tear excepted.

5.24 ORDINANCES, REGULATIONS AND CONDITION OF STORES. The buildings and facilities owned or leased by the Company or either of the Subsidiaries at which the Company or either of the Subsidiaries conducts its business (each of which is listed on SCHEDULE 5.13) and the operation and maintenance thereof, as now operated or maintained, do not contravene any material zoning ordinance or other administrative regulations (whether or not permitted because of prior nonconforming use) or violate in any material respect any existing restrictive covenant or to the Company's knowledge any provision of existing and applicable law, the effect of which in any respect would materially interfere with or prevent the continued use of the properties for the purposes for which they are now being used or would materially reduce the value thereof. The

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Company's and the Subsidiaries' stores and other facilities, taken as a whole, are in good condition and repair, ordinary wear and tear excepted.

5.25 PATENTS, TRADEMARKS, ETC. Set forth on SCHEDULE 5.25 hereto is a true and complete list of all United States patents and patent applications; all copyrights registrations and applications to register copyrights; and all trade name, trademark, service mark, and trade dress registrations and applications to register the same that are owned by the Company or any Subsidiary or which the Company or any Subsidiary are licensed to use or under which the Company or any Subsidiary possesses any rights ("Registered Intellectual Property"). SCHEDULE 5.25 does not list any unregistered copyrights, common law trademarks or service marks, or trade secrets of the Company or any Subsidiary ("Unregistered Intellectual Property"). Neither the Company nor any Subsidiary is obligated or under any liability whatsoever to make any payments by way of royalties, fees, or otherwise to any owner or licensee of, or other claimant to, any patent, trademark, service mark, trade name, or other intangible asset, with respect to the use thereof or in connection with the conduct of its business or otherwise. Neither the Company nor any Subsidiary has any reason to believe that there are any conflicting rights which might impair the Company's use of the Registered Intellectual Property or Unregistered Intellectual Property or has received any notice of a conflict with the asserted rights of others with respect to any patent, copyright, trade secret, or trademark right that could, singly or in the aggregate, materially and adversely affect the business of the Company; furthermore, to the Company's and each Subsidiary's knowledge, no other persons or entities have infringed upon or are infringing upon the Registered Intellectual Property or the Unregistered Intellectual Property.

5.26 INSURANCE. The insurance policies in effect as to the Company and the Subsidiaries are listed on SCHEDULE 5.26 hereto.

5.27 CONTRACTS. (a) Set forth on SCHEDULE 5.27(A) is a list of all material contracts, leases, arrangements and commitments (whether oral or written) of the Company and each Subsidiary, other than Franchise Agreements (collectively, the "Contracts"). Except as set forth in SCHEDULE 5.27(A) or in SCHEDULE 5.7(F), neither the Company nor any Subsidiary is a party to or is bound or affected by any contract, lease, arrangement or commitment (whether oral or written) relating to: (i) the employment of any person other than personnel employed at the pleasure of the Company or Subsidiary in the ordinary course of its business at rates of compensation and on terms consistent with past business practice; (ii) collective bargaining with, or any representation of any employees by, any labor union or association; (iii) the acquisition of services, supplies, equipment or other personal property involving more than \$10,000 or which is not terminable to the Company or Subsidiary upon not more than 30 days' notice without obligation on the part of the Company or

Subsidiary; (iv) the purchase or sale of real property; (v) distribution, agency or construction; (vi) lending or advancing of funds (other than the accounts receivable); (vii) borrowing of funds or receipt of credit (other than the accounts payable); (viii) incurring of any obligation or liability (except for the accounts payable); (ix) the sale of personal property; or (x) any matter or transaction not in the

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ordinary course of the business of the Company or Subsidiary or inconsistent with past business practice of the Company or Subsidiary.

(b) Neither the Company nor any Subsidiary is in default in any material respect under any of the Contracts, except as disclosed on SCHEDULE 5.27(B), and the Contracts are legal, valid and binding obligations of the Company and as applicable, its Subsidiaries, and to the Company's knowledge, the respective parties thereto, in accordance with their terms and, except to the extent reflected in SCHEDULE 5.27(B), have not been amended; and no defenses, offsets or counterclaims thereto have been asserted or to the knowledge of the Company, may be made by any party thereto other than the Company or the appropriate Subsidiary nor has the Company or such Subsidiary waived any substantial rights thereunder.

5.28 LITIGATION. SCHEDULE 5.28 hereto sets forth and provides a description of, including the nature of the claim and the amount of same, any instances in which (a) the Company or any of the Subsidiaries is subject to any judgment or order (other than orders of general applicability) of any court or quasi-judicial or administrative agency of any jurisdiction, domestic or foreign, or where there is any charge, complaint, lawsuit or governmental investigation pending or threatened against the Company or any of the Subsidiaries; or (b) the Company or any of the Subsidiaries is a plaintiff in any action, domestic or foreign, judicial or administrative in which a counterclaim against the Company or any of the Subsidiaries is pending or might be brought. Except as set forth on SCHEDULE 5.28, there are no existing actions, suits, proceedings or investigations that could result in any adverse change in the condition, financial or otherwise, of the Company and the Subsidiaries, as a whole, the same being fully reserved against in the Financial Statements. There are no unsatisfied judgments, orders (other than orders of general applicability), decrees or stipulations affecting the Company or any of the Subsidiaries or to which the Company or any of the Subsidiaries is a party.

5.29 EMPLOYEES. The Company has listed on SCHEDULE 5.29 hereto and has made available to the Purchaser true and complete copies of: (a) any written employment agreements with any officer or director of the Company or any Subsidiary; and (b) any written employment agreement with any employee of the Company or any Subsidiary which by its terms may not be terminated by the Company or any of the Subsidiaries at will or which grant severance payments. Neither the Company nor any of the Subsidiaries has entered into any similar oral employment agreements. Neither the Company nor any of the Subsidiaries is a party to or bound by any collective bargaining agreement. Except as disclosed on SCHEDULE 5.29, there are no loans or other obligations payable or owing by the Company or any of the Subsidiaries to any shareholder, officer, director or employee of the Company or any of the Subsidiaries (except salaries and wages incurred and accrued in the ordinary course of business), nor are there any loans or debts payable or owing by any of such persons to the Company or any of the Subsidiaries or, except as described on SCHEDULE 5.29 hereto, any guarantees by the Company or any of the Subsidiaries of any loan or obligation of any nature to which any such person is a party. The Company and each Subsidiary have complied, to the Company's knowledge, with all laws and regulations which relate to the

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employment of labor, employee civil rights or equal employment opportunities. Except as set forth on SCHEDULE 5.29 hereto, there is no charge or complaint actually pending or, to the Company's knowledge, threatened against the Company or any Subsidiary before the Equal Employment Opportunity Commission or the Department of Labor or any state or local agency of similar jurisdiction with respect to the Company's or any Subsidiary's business. There is no organizational effort presently being made or threatened by or on behalf of any labor union with respect to employees of the Company or any Subsidiary.

5.30 EMPLOYEE BENEFIT PLANS. The Company has listed on SCHEDULE 5.30 hereto and has made available to the Purchaser true and complete copies of (a) any nonqualified deferred or incentive compensation or retirement plans or arrangements, (b) any qualified retirement plans or arrangements, (c) any other employee compensation, severance or termination pay or welfare benefit plans, programs or arrangements and (d) any related trusts, insurance contracts or other funding arrangements maintained, established or contributed to by the Company, any of the Subsidiaries, or any entity ("ERISA Affiliate") otherwise required to be aggregated with the Company or a Subsidiary pursuant to the provisions of Sections 414(b), (c), (m) or (o) of the Code or Section 4001(a)(14) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") within the last six years or to which the Company, any of the Subsidiaries or any ERISA Affiliate is a party or otherwise is bound ("ColorTyme Employee Benefit Plans"). With respect to each ColorTyme Employee Benefit Plan for which an annual report has been filed, no material adverse change has occurred with respect to the matters covered by the annual report since the date thereof, except as has been disclosed in writing to the Purchaser. Each of the ColorTyme Employee Benefits Plans (i) has been operated in all material respects in accordance with applicable provisions of ERISA and the Code, and (ii) has not engaged in any "prohibited transaction" (as such term is defined in Section 4975 of the Code or in Section 406 of ERISA) which would result in a material liability. Each of the ColorTyme Employee Benefit Plans that is an employee pension benefit plan (as defined in Section 3(2) of ERISA) ("Pension Plan") that is intended to "qualify" under Section 401(a) of the Code, is qualified within the meaning of Section 401(a) of the Code, except as heretofore disclosed in writing to the Purchaser, and a favorable determination letter has been issued

by the IRS with respect to each such Pension Plan. No Pension Plan has been amended since issuance of the most recent determination letter by the IRS with respect thereto, except as disclosed on SCHEDULE 5.30. Each Pension Plan has been administered in accordance with Section 401(a) of the Code, where applicable. Since the enactment of ERISA, neither the Company nor any Subsidiary or ERISA Affiliate has completely or partially terminated any employee pension benefit plan (as defined above) or withdrawn (in either a total or partial withdrawal) from any multiemployer pension plan (as defined above). There is no suit, action or proceeding pending or threatened against or affecting or likely to have an adverse impact on any ColorTyme Employee Benefit Plan, and no claims have been filed against any ColorTyme Employee Benefit Plan, other than routine claims for benefits in the ordinary course. One or more of the ColorTyme Employee Benefit Plans may be covered by the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA"). If so, each such plan has been operated in, and is in, compliance with COBRA. All notices required to be given under COBRA have been timely and properly given in accordance with COBRA, and the rules and regulations

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promulgated thereunder, and no employee, former employee or "qualified beneficiary" (as defined in COBRA) has any claim or contingent claim against the Company, any Subsidiary or any ERISA Affiliate for failure to comply with COBRA or the rules and regulations promulgated thereunder. SCHEDULE 5.30 lists all persons currently eligible for benefits under COBRA. No ColorTyme Employee Benefit Plan which is not a Pension Plan provides for continuing benefits or coverage for any participant or beneficiary thereof after termination of the participant's employment (except as may be required under COBRA and at the sole expense of the participant or beneficiary). Neither the Company nor any ERISA Affiliate has engaged in a transaction described in Section 4069(a) of ERISA.

5.31 LEGAL COMPLIANCE. To the best of the Company's knowledge and except as set forth on SCHEDULE 5.28, no claim has been filed against the Company or any of the Subsidiaries alleging a violation of any applicable laws and regulations of foreign, federal, state and local governments and all agencies thereof.

5.32 BROKER'S FEES. Neither the Company nor anyone on its behalf has any liability to any broker, finder, investment banker or agent, or has agreed to pay any brokerage fees, finder's fees or commissions, or to reimburse any expenses of any broker, finder, investment banker or agent in connection with the Merger.

5.33 DISCLOSURE. The representations and warranties and statements of fact made by the Company in this Agreement, the Financial Statements and any Schedule are, as applicable, accurate, correct and complete and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained herein or therein not misleading.

ARTICLE 6  
[RESERVED]

ARTICLE 7  
ADDITIONAL AGREEMENTS

7.1 ACCESS AND INFORMATION. Except for information relating to any claims either party may have against the other, the Company and the Purchaser shall each afford to the other and to the other's financial advisors, legal counsel, accountants, consultants and other representatives full access during normal business hours throughout the period prior to the Effective Time to all of its books, records, properties, plants and personnel and, during such period, each shall furnish promptly to the other (a) a copy of each report, schedule and other document filed or received by it pursuant to the requirements of federal or state securities laws, and (b) all other information as such other party may reasonably request, PROVIDED that no investigation pursuant to this SECTION 7.1 shall affect any representations or warranties made herein or the conditions to the obligations of the respective parties to consummate the Merger. Each party shall hold in confidence all nonpublic information until such time as such information is otherwise publicly available

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and, if this Agreement is terminated, each party will deliver to the other all documents, work papers and other material (including copies) obtained by such party or on its behalf from the other party as a result of this Agreement or in connection herewith, whether so obtained before or after the execution hereof.

7.2 INSURANCE LAWS. As promptly as practicable, the Company, the Purchaser and the Merger Sub shall make all filings and submissions under the Arizona insurance laws as may be reasonably required to be made in connection with this Agreement and the transactions contemplated hereby. Subject to SECTION 7.1 hereof, the Company will furnish to the Purchaser and the Merger Sub, and the Purchaser and the Merger Sub will furnish to the Company, such information and assistance as the other may reasonably request in connection with the preparation of any such filings or submissions. Subject to SECTION 7.1 hereof, the Company will provide the Purchaser and the Merger Sub, and the Purchaser and the Merger Sub will provide the Company, with copies of all correspondence, filings or communications (or memoranda setting forth the substance thereof) between such party or any of its representatives, on the one hand, and any governmental agency or authority or members of their respective staffs, on the other hand, with respect to this Agreement and the transactions contemplated hereby.

7.3 PRESS RELEASES. The Company and the Purchaser shall consult with each other as to the form and substance of any press release or other public disclosure of matters related to this Agreement or any of the transactions

contemplated hereby; PROVIDED, HOWEVER, that nothing in this SECTION 7.3 shall be deemed to prohibit any party hereto from making any disclosure that is required to fulfill such party's disclosure obligations imposed by law, including, without limitation, federal securities laws.

7.4 EXPENSES. Whether or not the Merger is consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby and thereby shall be paid by the party incurring such expenses.

7.5 BENEFITS PROVIDED TO EMPLOYEES OF THE PURCHASER. From and after the Effective Time, the Purchaser may cause the Surviving Corporation to offer to all persons who were employees of the Company immediately prior to the Effective Time and who become or remain employees of the Surviving Corporation immediately following the Effective Time, similar benefits as are offered by the Purchaser to similarly situated employees of the Purchaser.

7.6 THE COMPANY'S 401(K) PLAN. The Company shall take all reasonable actions necessary after the Effective Time to maintain the qualification and tax-exempt status of such 401(k) plan and to meet all other requirements of applicable law and regulations and the provision of such plan until such plans are either terminated and fully liquidated or combined with a plan of the Purchaser.

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ARTICLE 8  
CONDITIONS TO CLOSING

8.1 CONDITIONS TO OBLIGATIONS OF EACH PARTY TO EFFECT THE CLOSING. The respective obligations of each party to effect the Closing shall be subject to the fulfillment on or prior to the Closing Date of the following conditions:

(a) any waiting period applicable to the consummation of the Merger under the HSR Act shall have expired or been terminated, and no action shall have been instituted by the Department of Justice or the FTC challenging or seeking to enjoin the consummation of this transaction, which action shall have not been withdrawn or terminated;

(b) the Director of the Arizona Department of Insurance shall have approved the change in control of ColorTyme Life Insurance Company; and

(c) no order shall have been entered and remain in effect in any action or proceeding before any foreign, federal or state court or governmental agency or other foreign, federal or state regulatory or administrative agency or commission that would prevent or make illegal the consummation of the transactions contemplated hereby.

8.2 ADDITIONAL CONDITIONS TO THE PURCHASER'S OBLIGATIONS. The obligations of the Purchaser to effect the Closing are subject to the satisfaction of the following additional conditions on or before the Closing Date:

(a) Except for breaches which do not constitute a Material Adverse Breach (as defined in SECTION 10.5 of this Agreement) by the Company, the representations and warranties set forth in ARTICLE 5 of this Agreement (without regard to any amendments or modifications of the Schedules hereto by the Company after the time the Purchaser has signed this Agreement) will be true and correct as of the date hereof and at and as of the Closing Date, as though then made and as though the Closing Date were substituted for the date of this Agreement throughout such representations and warranties and with appropriate modifications of tense with respect to representations and warranties made as of a specified date;

(b) The Company shall have performed, in all material respects, each obligation and agreement and complied with each covenant to be performed and complied with by the Company under this Agreement prior to the Closing Date, including, without limitation, all of the Company's agreements contained in ARTICLES 6 AND 7 of this Agreement;

(c) All consents by governmental or regulatory agencies or otherwise that are required for the consummation of the transactions contemplated hereby or, except for the landlord consents listed on Schedule 5.12, that are required for the

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Purchaser to own, operate or control the Company or any portion of the assets of the Company or any Subsidiary or to prevent a breach of or a default under or a termination of any agreement material to the Company or any Subsidiary to which the Company or any Subsidiary is a party or to which any material portion of the assets of the Company or any Subsidiary is subject, will have been obtained, including, without limitation the consent of Chrysler First Financial Corporation, which shall not require the Purchaser, the Company or the Merger Sub to make any payment for the redemption of the Company Preferred Stock, except as set forth herein.

(d) No action or proceeding before any court or governmental body will be pending or threatened wherein a judgment, decree or order would prevent any of the transactions contemplated hereby or cause such transactions to be declared unlawful or rescinded or which might adversely affect the right of the Purchaser to own, operate or control the Company, any Subsidiary or any material portion of the assets of the Company, any Subsidiary or the value of the assets of the Company or any Subsidiary;



(e) All liens on any of the Company or Subsidiary insurance policies shall be released.

(f) The Purchaser shall have received the necessary financing from its existing lenders or other sources (on terms and conditions no less favorable than those under the Purchaser's existing credit facility) to retire or refinance the Company's debt owed to Chrysler First Financial Corporation and to provide inventory financing for the Company's stores and franchisees consistent with the Company's current level.

(g) Each Company Shareholder shall have executed and delivered a noncompetition agreement (a "Noncompetition Agreement") in substantially the form of EXHIBIT B hereto;

(h) Each Company Shareholder shall have completed, executed and delivered to the Purchaser, an Investor Questionnaire and an Accredited Investor Representation Letter (pursuant to forms provided by the Purchaser) acceptable in all respects to the Purchaser and all such Investor Questionnaires and Investor Representation Letters shall be sufficient to satisfy the Purchaser, in its sole discretion, of the availability of an exemption from the registration requirements of the federal securities laws and any applicable state securities or "blue sky" laws for the offer and sale of shares of Renters Choice Common Stock;

(i) The Purchaser will have received from Looper, Reed, Mark & McGuire, Incorporated, counsel to the Company, an opinion addressed to the Purchaser, dated the Closing Date and substantially in the form attached hereto as EXHIBIT C;

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(j) At the Closing, the Company shall have delivered or caused to be delivered to the Purchaser the following:

(i) [reserved];

(ii) certified copies of the resolutions duly adopted by the Company's Board of Directors authorizing the execution, delivery and performance of this Agreement, the Plan of Merger and the other agreements contemplated hereby and thereby;

(iii) certified copies of resolutions duly adopted by the Company Shareholders authorizing and approving the Merger and the execution, delivery and performance of this Agreement, the Plan of Merger and the other agreements contemplated hereby and thereby;

(iv) certificates of good standing or comparable certificates for the Company from the jurisdiction of its incorporation and from every jurisdiction where a failure to be qualified or licensed would have a material adverse effect on its financial condition, results of operations or business, dated not earlier than five days prior to the Closing Date;

(v) certificate of good standing for the Company from the Comptroller of the State of Texas, dated not earlier than five days prior to the Closing Date;

(vi) certificate of good standing for ColorTyme Life Insurance Company from the Insurance Commissioner of the State of Arizona, dated not earlier than five days prior to the Closing Date;

(vii) a copy of the Company's Articles of Incorporation certified as of a recent date by the Secretary of State of the State of Texas;

(viii) a copy of the Articles of Incorporation of each Subsidiary, certified as of a recent date by the Secretary of State of the jurisdiction in which such Subsidiary was incorporated or organized;

(ix) an incumbency certificate; and

(x) such other documents as the Purchaser may reasonably request in connection with the transactions contemplated hereby.

8.3 ADDITIONAL CONDITIONS TO THE COMPANY'S OBLIGATIONS. The obligation of the Company to effect the Closing is subject to the satisfaction of the following conditions on or before the Closing Date:

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(a) Except for any breach which does not constitute a Material Adverse Breach (as defined in SECTION 10.5 of this Agreement) by the Purchaser, the representations and warranties set forth in ARTICLE 2 of this Agreement will be true and correct as of the date hereof and at and as of the Closing Date, as though then made and as though the Closing Date were substituted for the date of this Agreement throughout such representations and warranties and with appropriate modifications of tense with respect to representations and warranties made as of a specified date;

(b) The Purchaser shall have performed, in all material

respects, each obligation and agreement and complied with each covenant required to be performed and complied with by it under ARTICLE 5 of this Agreement prior to the Closing Date;

(c) No action or proceeding before any court or government body will be pending or threatened wherein a judgment, decree or order would prevent any of the transactions contemplated hereby or cause such transactions to be declared unlawful or rescinded;

(d) The Company shall have received from Winstead Sechrest & Minick P.C., counsel to the Purchaser, an opinion addressed to the Company, dated the Closing Date and substantially in the form attached hereto as EXHIBIT D ;

(e) On the Closing Date, the Purchaser shall have delivered to the Company the following:

(i) [reserved];

(ii) certified copies of resolutions duly adopted by the Purchaser's and the Merger Sub's Boards of Directors authorizing the Merger and the execution, delivery and performance, if applicable, of this Agreement, the Plan of Merger, the Non-Competition Agreements and the other agreements contemplated hereby and thereby;

(iii) certified copies of the resolutions duly adopted by the shareholder of the Merger Sub authorizing and approving the Merger and the execution, delivery and performance this Agreement, the Plan of Merger and the other agreements contemplated hereby and thereby;

(iv) a good standing certificate for the Purchaser from the Secretary of State of the State of Delaware, dated not earlier than five days prior to the Closing Date;

(v) a copy of the Purchaser's certificate of incorporation certified by the Secretary of State of the State of Delaware;

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(vi) a certificate of existence for the Merger Sub from the Secretary of State of the State of Texas, dated not earlier than five days prior to the Closing Date;

(vii) a certificate of good standing for the Merger Sub from the Comptroller of the State of Texas, dated not earlier than five days prior to the Closing Date;

(viii) a copy of the Merger Sub's Articles of Incorporation certified by the Secretary of State of the State of Texas;

(ix) an incumbency certificate; and

(x) such other documents as the Company may reasonably request in connection with the transactions contemplated hereby.

ARTICLE 9  
[RESERVED]

ARTICLE 10  
GENERAL PROVISIONS

10.1 NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by telex, telecopy, facsimile or overnight courier, or mailed by registered or certified mail (postage prepaid and return receipt requested), to the party to whom the same is so delivered, sent or mailed at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to the Purchaser or the Merger Sub:

Renters Choice, Inc.  
13800 Montfort Drive  
Suite 300  
Dallas, Texas 75225  
Attention: J. Ernest Talley, Chief Executive Officer  
Telecopy: (214) 701-0360

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With a copy to:

Winstead Sechrest & Minick P.C.  
5400 Renaissance Tower  
1201 Elm Street  
Dallas, Texas 75270  
Attention: Thomas W. Hughes, Esq.  
Telecopy: (214) 745-5390

(b) if to the Company:

ColorTyme, Inc.  
1231 Greenway Drive  
Suite 900

Irving, Texas 75038-2040  
Attention: Mitch Fadel  
Telecopy: (214) 714-5436  
With a copy to:

Looper, Reed, Mark & McGuire Incorporated  
4100 Thanksgiving Tower  
1001 Elm Street  
Dallas, Texas 75201  
Attention John A. Koepke  
Telecopy: (214) 953-1332

Notices delivered personally or by telex, telecopy or facsimile shall be deemed delivered as of actual receipt, mailed notices shall be deemed delivered three days after mailing and overnight courier notices shall be deemed delivered one day after the date of sending.

10.2 INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References to Sections and Articles refer to sections and articles of this Agreement unless otherwise stated.

10.3 SEVERABILITY. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated and the parties shall negotiate in good faith to modify this Agreement to preserve each party's anticipated benefits under this Agreement.

10.4 MISCELLANEOUS. This Agreement (together with all other documents and instruments referred to herein): (a) except for any confidentiality agreements executed in connection with the transactions contemplated hereby constitutes the entire agreement

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and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof; (b) except as expressly set forth herein, is not intended to confer upon any other person any rights or remedies hereunder and (c) shall not be assigned by operation of law or otherwise, except that the Purchaser may assign all or any portion of its rights under this Agreement to any wholly-owned subsidiary but no such assignment shall relieve the Purchaser of its obligations hereunder, and except that this Agreement may be assigned by operation of law to any corporation with or into which the Purchaser may be merged.

10.5 MATERIAL ADVERSE BREACH. Breaches of representations, warranties and covenants by either party hereto which (a) individually results in damages to the other party in excess of \$100,000 or (b) in the aggregate result in damages to the other party in excess of \$100,000, shall constitute, for purposes of this Agreement, a "Material Adverse Breach."

10.6 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING VALIDITY, INTERPRETATION AND EFFECT, BY THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF, AND WILL, TO THE MAXIMUM EXTENT PRACTICABLE, BE DEEMED TO CALL FOR PERFORMANCE IN DALLAS COUNTY, TEXAS. COURTS WITHIN THE STATE OF TEXAS WILL HAVE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN THE PARTIES HERETO, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES CONSENT TO AND AGREE TO SUBMIT TO THE JURISDICTION OF SUCH COURTS. VENUE IN ANY SUCH DISPUTE WHETHER IN FEDERAL OR STATE COURT WILL BE LAID IN DALLAS COUNTY, TEXAS.

10.7 COUNTERPARTS. This Agreement may be executed in two or more counterparts which together shall constitute a single agreement.

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AGREEMENT AND PLAN OF REORGANIZATION

SIGNATURE PAGE

IN WITNESS WHEREOF, the Purchaser, the Merger Sub and the Company have executed or caused this Agreement to be executed on the date first written above.

RENTERS CHOICE, INC.

By:  
Its:

CT ACQUISITION CORPORATION

By:  
Its:

By:

Its:

## PORTFOLIO ACQUISITION AGREEMENT

This Portfolio Acquisition Agreement ("Agreement") is made and entered into by and among ColorTyme Financial Services, Inc., a Texas corporation (the "Seller"), ColorTyme, Inc., a Texas corporation ("ColorTyme"), Renters Choice, Inc., a Delaware corporation ("Renters Choice"), and STI Credit Corporation, a Nevada corporation ("STI").

## Recitals

A. The Seller is the holder and owner of certain promissory notes and other instruments, chattel paper, accounts and contracts which are more particularly described in Schedule A attached hereto (collectively, the "Receivables").

B. The Receivables are financial obligations of the ColorTyme franchisees named therein which arise out of financing provided by the Seller to such franchisees. Those Receivables listed on Schedule B attached hereto provide for a line of credit for the ColorTyme franchisees named therein ("LOC Receivables"); the LOC Receivables contemplate additional advances, up to the credit limits established therein, on the terms and subject to the conditions set forth in the documents evidencing those Receivables. The remaining Receivables represent a fixed obligation of the ColorTyme franchisees named therein; they do not provide for a line of credit for such franchisees.

C. The Receivables are secured by liens on certain property which is more particularly described in the documents evidencing the Receivables (collectively, the "Collateral").

D. Those Receivables listed on Schedule C are pledged to Chrysler First Commercial Corporation ("Chrysler") as collateral for a loan by Chrysler to the Seller (the "Chrysler Loan").

E. The Seller is a wholly-owned subsidiary of ColorTyme. ColorTyme, formerly know as CT Acquisition Corporation, is the successor by merger to a Texas corporation known at the time of such merger as "Colortyme, Inc.", which at that time owned all the outstanding capital stock of the Seller, ColorTyme is a wholly-owned subsidiary of Renters Choice.

F. The Seller desires to sell and assign the Receivables and all of the Seller's rights with respect thereto to STI, subject to the terms and conditions set forth in this Agreement; STI desires to acquire the Receivables and all of the Seller's rights with respect thereto, subject to the terms and conditions set forth in this Agreement.

## 1

## I. Sale of Receivables

1.1 SALE AND ASSIGNMENT. The Seller shall sell, assign, transfer and deliver to STI all the Receivables, together with all of the Seller's rights in the Collateral and all financing statements related to the Collateral, and all guaranties, endorsements, warranties, indemnity agreements, maintenance agreements, insurance policies (excluding life insurance on ColorTyme franchisees or other obligors named in the Receivables) and other similar agreements, instruments or rights related to the Receivables and the Collateral, and all monies due or to become due under or on account of the Receivables (for purposes of this Agreement, the term "Receivables" shall include all the rights enumerated above).

1.2 EFFECTIVE DATE. The sales and assignment of the Receivables hereunder shall be effective as the commencement of business on May 15, 1996 (the "Effective Date"). STI shall be entitled to all payments under all the Receivables from and after the Effective Date; provided, however, the Seller shall be entitled to the portion of such payment, if any, which represents interest accrued prior to the Effective Date, unless the ColorTyme franchisee responsible for making such interest payment is then delinquent in its payment obligations to STI, in which event the interest payment shall be paid to or retained by STI and applied to such delinquent obligations.

1.3 PURCHASE PRICE. The purchase price for the Receivables shall be the net present value of the unpaid installments or other periodic payments due under each of the Receivables as of the Effective Date, using a discount rate of 10.75%, calculated based upon the schedule amortization of the Receivables set forth in Schedule D (the "Purchase Price"). A preliminary calculation of the Purchase Price (the "Preliminary Calculation") shall be made on the Closing Date (as that term is hereinafter defined) using the April 25, 1996, curtailment report prepared by the Seller and ColorTyme (the "Preliminary Curtailment Report") and the April 30, 1996, payment schedules prepared by the Seller and ColorTyme (the "Preliminary Payment Schedules"). Within fifteen (15) days after the Closing Date, the Seller and ColorTyme shall prepare a supplemental curtailment report (the "Supplemental Curtailment Report") and supplemental payment schedules (the "Supplemental Payment Schedules") reflecting all advances, payments and adjustments with respect to the Receivables from the respective dates of the Preliminary Curtailment Report and the Preliminary Payment Schedules through the Effective Date and the outstanding balance of all the Receivables as of the Effective Date. The Seller and STI shall then recalculate the Purchase Price based on the Preliminary Curtailment Report and the Preliminary Payment Schedules as adjusted by the Supplemental Curtailment Report and the Supplemental Payment Schedules. In the event the subsequent Purchase Price calculation results in a Purchase Price greater than the Preliminary Calculation, STI shall pay the difference to the Seller; if the subsequent Purchase Price calculation results in a Purchase Price less than the Preliminary Calculation, the Seller shall pay the difference to STI.

1.4 PAYMENT OF THE PURCHASE PRICE. The Purchase Price, based on the Preliminary Calculation, shall be paid upon Closing (as that term is hereinafter defined) as follows:

(a) a portion of the Purchase Price, equal to the balance of the Chrysler Loan, shall be paid to Chrysler in full payment of the Chrysler Loan; and

(b) the balance of the Purchase Price shall be paid to the Seller, subject to adjustment in accordance with Section 3.3.

## II. LOC RECEIVABLES

2.1 FUTURE ADVANCES. STI shall provide all the additional funding contemplated by the documents evidencing the LOC Receivables, up to the amount specified in, and on the other terms and subject to the conditions set forth in, such documents. Provided, however, additional funding by STI under the LOC Receivables shall be provided only to finance the purchase of additional inventory by the ColorTyme franchisees named in the LOC Receivables.

2.2 OBLIGATIONS NOT ASSUMED. STI does not assume, and shall have no responsibility of any kind whatsoever for, any obligations of the Seller or any other person under the Receivables or the documents evidencing the Receivables, except those obligations with respect to additional funding under the LOC Receivables as provided in Section 2.1.

2.3 PAYMENTS TO COLORTYME. With respect to each advance by STI under the LOC Receivables after the Effective Date (excluding all payments of the Purchase Price pursuant to Sections 1.3 and 1.4), STI shall pay to ColorTyme a fee from the interest portion of each payment received by STI on account of such advance. The fee shall be calculated by multiplying the amount of each such interest payment received by STI by a fraction, the denominator of which is the rate of interest applicable to such LOC Receivable and the numerator of which is determined on the following scale: 1.75% if the credit limit last established by STI for such LOC Receivable was \$2,000,000 or less; 1.50% if the credit limit last established by STI for such LOC Receivable was \$3,000,000 or less, but more than \$2,000,000; and 1.25% if the credit limit last established by STI for such LOC Receivable was greater than \$3,000,000. The fees required by this Section shall be payable on a monthly basis.

2.4 PERIODIC REVIEW. STI shall review each LOC Receivable on an annual basis, as the term of each such LOC Receivable matures, for the purpose of considering

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increases or decreases to the credit limit available under such LOC Receivables or other adjustments, revisions or modifications of the terms thereof. In addition, STI shall review LOC Receivables from time to time upon the request of ColorTyme of the ColorTyme franchisee named in such LOC Receivable. In connection with such annual review, STI shall consult with ColorTyme regarding the Receivable and the franchisee named therein and the terms for renewal or modification of such LOC Receivable if appropriate.

2.5 RENEWAL OF LOC RECEIVABLES. Based upon its review of each LOC Receivable as contemplated by Section 2.4, unless STI and ColorTyme shall agree otherwise, and provided no event of default (or event which with notice or passage of time or both would be an event of default) has occurred and is continuing with respect to such LOC Receivable, STI shall renew such LOC Receivable on the following terms:

(a) The term of the LOC Receivable shall be extended for a period of twelve (12) months;

(b) The interest rate on the LOC Receivable shall be adjusted in accordance with the following schedule: (i) for LOC Receivables with a total credit limit of \$2,000,000 or less, the rate will be Prime plus 4.75%; (ii) for LOC Receivables with a total credit limit of \$3,000,000 or less, but more than \$2,000,000, the rate will be Prime plus 4.25%; and (iii) for LOC Receivables with a total credit limit of more than \$3,000,000, the rate will be Prime plus 3.75%. For purposes of this subparagraph, "Prime" shall mean the "prime rate" of interest as published in the "Money Rates" section of the WALL STREET JOURNAL, as such rate may change from time to time. The applicable interest rate will be a floating rate; changes in such interest rate will be established monthly, effective as of the last business day of the preceding month. Interest will be calculated on the basis of a 360-day year.

(c) The amount of the credit limit will be adjusted in accordance with the provisions of this subparagraph. Any increase in the credit limit of any LOC Receivable will require the consent of ColorTyme. The amount of the credit limit will generally be set for each LOC Receivable at an amount which does not exceed the product of the Average Monthly Revenue multiplied by five (5). For purposes of this Agreement, the "Average Monthly Revenue" for a ColorTyme franchisee will mean the average monthly revenue of the ColorTyme franchisee, calculated in accordance with generally accepted accounting principles applied on a consistent basis, for the three (3) calendar months preceding the review of that franchisee's LOC Receivable. Notwithstanding anything in the subparagraph to the contrary, if as a result of an adjustment in the credit limit of an LOC Receivable pursuant to this subparagraph, the new credit limit would otherwise be set at an amount less than the then outstanding balance of such LOC Receivable (an "Overline Receivable"), the credit limit for such Overline Receivable will be set at the then outstanding balance thereof, and such Overline Receivable will continue to be administered

as provided herein, unless STI and ColorTyme agree otherwise.

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(d) Each LOC Receivable will be repayable as follows: (i) accrued and unpaid interest shall be payable monthly, and (ii) principal shall be payable in monthly installments to equal to the sum of (A) 1/21st of the initial principal amount of each advance made by STI under each such LOC Receivable after the Closing Date, and (B) the payment specified for each such LOC Receivable in the amortization schedule included in Schedule D.

(e) Advances may, at STI's option, be suspended or limited under any LOC Receivables drawn to an amount greater than the product of the Average Monthly Revenue multiplied by four (4) where (i) the ratio of cash expenses (total annual expenses, less depreciation directly related to the operation of each such franchisee's ColorTyme business, calculated in accordance with generally accepted accounting principles applied on a consistent basis) to total revenue (calculated in accordance with generally accepted accounting principles applied on a consistent basis, excluding extraordinary items, based on a three (3) month rolling average) exceeds 64%; (ii) the ColorTyme franchisee named therein fails to maintain the number of rental contracts that are seven (7) or more days past due (calculated on a three (3) month rolling average) at 8.00% or less of its total outstanding rental contracts. In addition, STI may, at its option suspend or limit advances under any LOC Receivable where (i) payments (principal and interest) under such LOC Receivable are more than fifteen (15) days past due; or (ii) such LOC Receivable is otherwise in default.

(f) Notwithstanding anything in this Section 2.5 to the contrary, STI reserves the right to make such modifications, adjustments and/or revisions to any LOC Receivables, including the credit limits, payment terms and advances thereunder, as it deems necessary or appropriate under the circumstances, provided it may not increase the credit limits available under any LOC Receivable above the amount specified in subparagraph (c) hereof.

(g) Either STI or ColorTyme may terminate the provisions of this Article II with respect to STI's commitment to fund future advances under the LOC Receivables upon six (6) months prior notice to the other party; provided, however, no such termination shall be effective prior to the expiration of eighteen (18) months following the Closing Date.

2.6 INTERIM INTEREST RATES. Following Closing STI will attempt to set the interest rates on the LOC Receivables in accordance with Section 2.5(b), subject to the consent of the ColorTyme franchisees named therein. Until such rates are so adjusted, the interest received by STI on those LOC Receivables with interest rates in excess of the rates specified in Section 2.5(b) shall be allocated as follows: (i) STI shall retain that portion of the interest representing the amount calculated in accordance the schedule set forth in Section 2.5(b); and any excess interest shall be divided evenly between STI and the Seller.

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### III. OPERATIONAL PROVISIONS

3.1 NOTICE TO OBLIGORS. Immediately following Closing, ColorTyme shall notify all obligors under the Receivables to make all future payments on the Receivables to or at the direction of STI, the form of such notice to be approved by STI.

3.2 POWER OF ATTORNEY. The Seller hereby irrevocably constitutes and appoints STI and any officer or agent thereof, with full power of substitution, as the Seller's true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of the Seller and in the name of the Seller or in STI's own name, to do any of the following without notice to or the consent of the Seller, except as otherwise provided in this Agreement:

(a) to demand, sue for, collect and receive any money or property at any time payable or receivable on account of or in exchange for any of the Receivables and, in connection therewith, endorse checks, notes, drafts, acceptances, money orders, documents of title or any other instruments for the payment of money under the Receivables;

(b) to direct account debtors and any other parties liable for any payment under any of the Receivables to make payment of any and all monies due and to become due thereunder directly to STI or as STI shall direct;

(c) to commence and prosecute any suit, action or proceeding at law or in equity in any court of competent jurisdiction to collect the Receivables or any part thereof and to enforce any other right in respect of any of the Receivables; defend any suit, action or proceeding brought against the Seller with respect to any of the Receivables; and settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as STI may deem appropriate;

(d) to add or release any guarantor, endorser, surety or other party (other than the Seller, ColorTyme or Renters Choice, except as otherwise set forth herein) to any of the Receivables; renew, extend or otherwise change the terms and conditions of any of the Receivables; and make, settle, compromise or adjust any claims under or pertaining to any of the Receivables; and

(e) to sell, transfer, pledge, convey, make any agreement with respect to or otherwise deal with any of the Receivables and to do, at STI's option, at any time, or from time to time, all acts and things which STI deems necessary to protect, preserve, maintain or realize upon the Receivables and STI's interest therein.

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THIS POWER OF ATTORNEY IS A POWER COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE. STI shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to STI in this Agreement, and shall not be liable for any failure to do so or any delay in doing so. This power of attorney is conferred on STI solely to protect, preserve, maintain and realize upon its interest in the Receivables. STI shall not be responsible for any decline in the value of the Receivables and shall not be required to take any steps to preserve rights against prior parties or to protect, preserve or maintain any lien given to secure the Receivables.

3.3 PURCHASE PRICE ADJUSTMENT. If at anytime during the six (6) months following Closing STI determines, in the exercise of its reasonable judgment, that the balance of any Receivables as of the Effective Date is less than the amount reflected on Schedule A, STI may at its option give notice thereof to the Seller. Within five (5) days following such notice, the Seller shall pay to STI, as an adjustment to the Purchase Price, an amount equal to the net present value (calculated using a discount rate equal to the interest rate then applicable to such Receivable) of the difference between the balance of the Receivables reflected on Schedule A and the actual balance of the Receivable, amortized in accordance with the repayment terms set forth in the documents evidencing the Receivable.

3.4 REPURCHASE. If at anytime during the six (6) months following Closing STI determines that any Receivable or the Seller's rights in the Collateral securing such Receivable are not properly documented (e.g., incomplete or inaccurate documentation) and, in STI's reasonable judgment such deficiency materially affects the particular Receivable, STI shall give notice of such deficiency to the Seller. If such deficiency is not cured to STI's reasonable satisfaction within thirty (30) days following such notice, at the option of STI, the Seller shall repurchase the particular Receivable. For purposes of this Section 3.3, the repurchase price shall be an amount equal to the net present value (calculated using a discount rate equal to the interest rate then applicable to such Receivable) of the remaining unpaid installments or other periodic payments due as of the date that STI gives the Seller notice of its exercise of the repurchase option, and shall be payable within five (5) days following such notice.

3.5 EARLY PREPAYMENT. In the event any Receivable is paid off prior to the scheduled maturity date thereof, as reflected in the amortization schedule included as part of Schedule D, whether voluntarily, as a result of acceleration following a default or otherwise, the Seller shall pay to STI an amount equal to the difference in (i) the net present value of the remaining unpaid installments or other periodic payments due as of the date of such payment, calculated using a discount rate of 10.75%, and (ii) the net present value of the remaining unpaid installments or other periodic payments due as of the date of such payment, calculated using a discount rate equal to the interest rate then applicable to such Receivable. Such payment shall be due within five (5) days following notice of the early payoff.

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3.6 ADMINISTRATION OF RECEIVABLES. Following the Closing, the Seller and ColorTyme shall permit representatives of STI to have full access to all of the Seller's and ColorTyme's files and records concerning the Receivables, and the ColorTyme franchisees named in the Receivables and shall provide such reasonable administrative assistance as STI may from time to time request to enable STI to effectively administer the Receivables.

3.7 RECEIPT OF FUNDS BY THE SELLER. In the event the Seller receives any money or property as payment on any of the Receivables on or after the Effective Date, it shall receive and hold such money or property in trust for STI and immediately deliver such money or property to STI.

3.8 PRESERVATION OF RIGHTS. The Seller shall not take any action, or fail to take any action, which could adversely affect STI's rights with respect to any of the Receivables or any of the Collateral.

#### IV. REPRESENTATION AND WARRANTIES

4.1 To induce STI to enter into this agreement, the Seller represents and warrants to STI that:

(a) CORPORATE EXISTENCE. The Seller is a corporation duly organized and existing in good standing under the laws of the State of Texas and is duly qualified as a foreign corporation in all jurisdictions wherein the nature of its business or the location of its assets makes such qualification necessary and where failure to so qualify would have a material adverse effect on the Seller or its business, condition (financial or otherwise), operations or properties. The Seller has all requisite corporate power and authority to own its properties, carry on its business as now being or as proposed to be conducted, execute and deliver this Agreement and perform all its obligations under this Agreement and under each document and instruments executed and delivered by it pursuant hereto.

(b) CORPORATE ACTION; NO BREACH. The execution and delivery of this Agreement and all documents and instruments executed and delivered by the Seller pursuant hereto and the performance by the Seller of its obligations hereunder and thereunder have been duly authorized by all requisite action on the part of the Seller and do not and will not (a) violate or conflict



with any provision of the certificate or articles of incorporation or the bylaws of the Seller, (b) conflict with, result in a breach of, constitute a default under or result in the creation or imposition of any lien upon any of the revenues or assets of the Seller, pursuant to the provisions of any instrument, document or agreement to which the Seller is a party or by which any of its properties are bound, or (c) violate any law, rule or regulation or any order, writ, injunction or decree of any court, governmental authority or arbitrator.

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(c) APPROVALS. No authorization, approval or consent of, and no filing or registration with, any court, governmental authority or third party is or will be required in connection with the execution, delivery or performance of this Agreement by the Seller or the validity or enforceability hereof.

(d) OPERATION OF BUSINESS. The Seller possesses all licenses, permits, franchises, patents, copyrights, trademarks and trade names, or rights thereto, to conduct its business as now conducted and as presently proposed to be conducted, and, to the best of its knowledge, the Seller is not in violation of any valid rights of other persons with respect to any of the foregoing. To the best of its knowledge, the Seller is in material compliance with all laws, rules, regulations, orders and decrees applicable to the Seller and its business and properties.

(e) LITIGATION AND JUDGMENTS. Except as set forth in Schedule E attached hereto, there is no action, suit, investigation or proceeding before any court, governmental authority or arbitrator pending or, to the knowledge of the Seller, threatened against or affecting the Seller that would, if adversely determined, have a material adverse effect on the business, condition (financial or otherwise), operations or properties of the Seller or the ability of the Seller to perform its obligations under this Agreement. There are no outstanding judgments against the Seller.

(f) ENFORCEABILITY. This Agreement constitutes the legal, valid and binding obligation of the Seller, fully enforceable against the Seller in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights and remedies generally.

(g) AGREEMENTS. The Seller is not a party to any indenture, loan or credit agreement or to any lease or other agreement or instrument, or subject to any charter or corporate restriction which could have a material adverse effect on the business, condition (financial or otherwise), operations, prospects or properties of the Seller or the ability of the Seller to perform its obligations under this Agreement. The Seller is not in default in any respect in the performance, observance or fulfillment of any of its obligations, covenants or conditions contained in any agreement or instrument material to its business to which it is a party.

(h) DISCLOSURE. No statement, information, report, representation or warranty made by the Seller to STI in this Agreement or furnished to STI in writing in connection with this Agreement or the transactions contemplated herein contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein or therein not misleading. The Seller knows of no fact which has, or might in the future have, a material adverse effect on the business, condition (financial or otherwise), operations or properties of the Seller or the Receivables that has not been disclosed to STI.

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(i) RELATIONSHIP OF THE PARTIES. STI has not at any time exercised or attempted to exercise, directly or indirectly, any degree of control or influence of any kind whatsoever over the internal business operations or financial affairs of the Seller. STI has not acted as a business, investment or financial consultant or advisor to the Seller and has not given the Seller any business, investment or financial advice. STI has no fiduciary or similar duty to the Seller. STI has not participated in any type of joint venture or partnership with the Seller and the execution and consummation of this Agreement and the transactions contemplated herein shall not constitute or amount to a joint venture or partnership. STI has not acted in any respect as the agent of the Seller for any purpose and no agency relationship shall be created by the execution of this Agreement and the consummation of the transactions contemplated hereby except as expressly provided herein.

(j) STATEMENTS BY STI. STI has made no representations or statements of material fact to the Seller in connection with the obligations of the Seller hereunder or in connection with the negotiation, execution or delivery of this Agreement or the consummation of the transactions herein contemplated, except as expressly set forth herein.

(k) NAME; PRINCIPAL PLACE OF BUSINESS. The Seller has not conducted business in any jurisdiction under any name other than the name "ColorTyme Financial Services, Inc." The Seller's principal place of business and the place where the Seller keeps its books and records is located at the address of the Seller set forth on the signature page of this Agreement.

(l) RECEIVABLES. The Seller is the sole owner of and has good title to all the Receivables, free and clear of all liens, encumbrances, claims and interests of any kind whatsoever, except for (i) the lien and security interest of Chrysler which will be fully satisfied and released on or before Closing, and (ii) the rights of STI under this Agreement. Each of the Receivables is genuine and in all respects what it purports to be; has been duly executed by all the parties named therein; is a valid and binding obligation of each such party, fully enforceable in accordance with its

written terms; and is secured by a duly perfected, first priority security interest in the Collateral described therein, fully enforceable with respect to such Collateral against the obligors named therein and third parties. The amount due as of the Effective Date under each of the Receivables is correctly set forth in Schedule A; the outstanding balance of each of the Receivables is payable in accordance with the amortization schedule included as part of Schedule D; each future advance made by STI under the LOC Receivables after the Closing Date will be payable as follows, unless hereafter modified by STI: (i) accrued and unpaid interest shall be payable monthly, and (ii) principal shall be payable in monthly installments equal to the sum of (A) 1/21st of the initial principal amount of such advance, and (B) the payment specified in the amortization schedule included as part of Schedule D. The total

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amount of available credit under each of the LOC Receivables is correctly set forth in Schedule B. None of the Receivables are in default. The Seller has paid to STI all prepayments (payments not yet due as of the Effective Date) of any amounts received under any of the Receivables. None of the Receivables are subject to any defense, offset, counter-claim or adjustment of any kind whatsoever. The Seller has not committed any act or failed to take any action which could give rise to a cause of action by any of the obligors under any of the Receivables against the Seller and/or STI. All of the original instruments and documents evidencing the Receivables have been, or by Closing will be, delivered to STI as provided herein. Such instruments and documents set forth all the terms and provisions of the Receivables; there are no agreements or understandings of any kind between the Seller and the obligors under the Receivables regarding the Receivables, except as set forth in those instruments and documents.

(m) EFFECT OF ASSIGNMENT. Upon Closing, STI shall be the sole and exclusive owner and holder of each of the Receivables, free and clear of any liens, encumbrances or interests of any kind whatsoever, except as may be granted or permitted by STI. The Closing and the consummation of the transactions contemplated in this Agreement will not in any way affect the validity or enforceability of any of the Receivables.

4.2 To induce STI to enter into this Agreement, ColorTyme represents and warrants to STI that:

(a) CORPORATE EXISTENCE. ColorTyme is a corporation duly organized and existing in good standing under the laws of the State of Texas and is duly qualified as a foreign corporation in all jurisdictions wherein the nature of its business or the location of its assets makes such qualification necessary and where failure to so qualify would have a material adverse effect on ColorTyme or its business, condition (financial or otherwise), operations or properties. ColorTyme has all requisite corporate power and authority to own its properties, carry on its business as now being or as proposed to be conducted, execute and deliver this Agreement and perform all its obligations under this Agreement and under each document and instrument executed and delivered by it pursuant hereto.

(b) CORPORATE ACTION; NO BREACH. The execution and delivery of this Agreement and all documents and instruments executed and delivered by ColorTyme pursuant hereto and the performance by ColorTyme of its obligations hereunder and thereunder have been duly authorized by all requisite action on the part of ColorTyme and do not and will not (a) violate or conflict with any provision of the certificate or articles of incorporation or the bylaws of ColorTyme, (b) conflict with, result in a breach of, constitute a default under or result in the creation or imposition of any lien upon any of the revenues or assets of ColorTyme, pursuant to the provisions of any instrument, document or agreement to which ColorTyme is a party or by which any of its properties are bound, or (c) violate any

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law, rule or regulation or any order, writ, injunction or decree of any court, governmental authority or arbitrator.

(c) APPROVALS. No authorization, approval or consent of, and no filing or registration with, any court, governmental authority or third party is or will be required in connection with the execution, delivery or performance of this Agreement by ColorTyme or the validity or enforceability hereof.

(d) OPERATION OF BUSINESS. ColorTyme possesses all licenses, permits, franchises, patents, copyrights, trademarks and trade names, or rights thereto, to conduct its business as now conducted and as presently proposed to be conducted, and, to the best of its knowledge, ColorTyme is not in violation of any valid rights of other persons with respect to any of the foregoing. To the best of its knowledge, ColorTyme is in material compliance with all laws, rules, regulations, orders and decrees applicable to ColorTyme and its business and properties.

(e) LITIGATION AND JUDGMENTS. Except as set forth in Schedule E attached hereto, there is no action, suit, investigation or proceeding before any court, governmental authority or arbitrator pending or, to the knowledge of ColorTyme, threatened against or affecting ColorTyme that would, if adversely determined, have a material adverse effect on the business, condition (financial or otherwise), operations or properties of ColorTyme or the ability of ColorTyme to perform its obligations under this Agreement. There are no outstanding judgments against ColorTyme.

(f) ENFORCEABILITY. This Agreement constitutes the legal, valid and binding obligation of ColorTyme, fully enforceable against ColorTyme in accordance with its terms, except as limited by applicable bankruptcy,

insolvency, reorganization or similar laws affecting creditors' rights and remedies generally.

(g) AGREEMENTS. ColorTyme is not a party to any indenture, loan or credit agreement or to any lease or other agreement or instrument, or subject to any charter or corporate restriction which could have a material adverse effect on the business, condition (financial or otherwise), operations or properties of ColorTyme or the ability of ColorTyme to perform its obligations under this Agreement. ColorTyme is not in default in any respect in the performance, observance or fulfillment of any of its obligations, covenants or conditions contained in any agreement or instrument material to its business to which it is a party.

(h) DISCLOSURE. No statement, information, report, representation or warranty made by ColorTyme to STI in this Agreement or furnished to STI in writing in connection with this Agreement or the transactions contemplated herein contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein or therein not misleading. ColorTyme knows of no fact which has, or might in the future have, a material adverse effect

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on the business, condition (financial or otherwise), operations, prospects or properties of ColorTyme or the Receivables that has not been disclosed to STI.

(i) RELATIONSHIP OF THE PARTIES. STI has not at any time exercised or attempted to exercise, directly or indirectly, any degree of control or influence of any kind whatsoever over the internal business operations or financial affairs of ColorTyme. STI has not acted as a business, investment or financial consultant or advisor to ColorTyme and has not given ColorTyme any business, investment or financial advice. STI has no fiduciary or similar duty to ColorTyme. STI has not participated in any type of joint venture or partnership with ColorTyme and the execution and consummation of this Agreement and the transactions contemplated herein shall not constitute or amount to a joint venture or partnership. STI has not acted in any respect as the agent of ColorTyme for any purpose and no agency relationship shall be created by the execution of this Agreement and the consummation of the transactions contemplated hereby except as expressly provided herein.

(j) STATEMENTS BY STI. STI has made no representations or statements of material fact to ColorTyme in connection with the obligations of ColorTyme hereunder or in connection with the negotiation, execution or delivery of this Agreement or the consummation of the transactions herein contemplated, except as expressly set forth herein.

4.3 To induce STI to enter into this Agreement, Renters Choice represents and warrants to STI that:

(a) CORPORATE EXISTENCE. Renters Choice is a corporation duly organized and existing in good standing under the laws of the State of Delaware and is duly qualified as a foreign corporation in all jurisdictions wherein the nature of its business or the location of its assets makes such qualification necessary and where failure to so qualify would have a material adverse effect on Renters Choice or its business, condition (financial or otherwise), operations or properties. Renters Choice has all requisite corporate power and authority to own its properties, carry on its business as now being or as proposed to be conducted, execute and deliver this Agreement and perform all its obligations under this Agreement and under each document and instrument executed and delivered by it pursuant hereto.

(b) CORPORATE ACTION; NO BREACH. The execution and delivery of this Agreement and all documents and instruments executed and delivered by Renters Choice pursuant hereto and the performance by Renters Choice of its obligations hereunder and thereunder have been duly authorized by all requisite action on the part of Renters Choice and do not and will not (a) violate or conflict with any provision of the certificate or articles of incorporation or bylaws of Renters Choice, (b) conflict with, result in a breach of, constitute a default under or result in the creation or imposition of any lien upon any of the revenues or assets of Renters

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Choice, pursuant to the provisions of any instrument, document or agreement to which Renters Choice is a party or by which any of its properties are bound, or (c) violate any law, rule or regulation or any order, writ, injunction or decree of any court, governmental authority or arbitrator.

(c) APPROVALS. No authorization, approval or consent of, and no filing or registration with, any court, governmental authority or third party is or will be required in connection with the execution, delivery or performance of this Agreement by Renters Choice or the validity or enforceability hereof.

(d) OPERATION OF BUSINESS. Renters Choice possesses all licenses, permits, franchises, patents, copyrights, trademarks and trade names, or rights thereto, to conduct its business as now conducted and as presently proposed to be conducted, and, to the best of its knowledge, Renters Choice is not in violation of any valid rights of other persons with respect to any of the foregoing. To the best of its knowledge, Renters Choice is in material compliance with all laws, rules, regulations, orders and decrees applicable to Renters Choice and its business and properties.

(e) LITIGATION AND JUDGMENTS. Except as set forth in Schedule E attached hereto, there is no action, suit, investigation or proceeding

before any court, governmental authority or arbitrator pending or, to the knowledge of Renters Choice, threatened against or affecting Renters Choice that would, if adversely determined, have a material adverse affect on the business, condition (financial or otherwise), operations or properties of Renters Choice or the ability of Renters Choice to perform its obligations under this Agreement. There are no outstanding judgments against Renters Choice.

(f) ENFORCEABILITY. This Agreement constitutes the legal, valid and binding obligation of Renters Choice, fully enforceable against Renters Choice in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights and remedies generally.

(g) AGREEMENTS. Renters Choice is not a party to any indenture, loan or credit agreement or to any lease or other agreement or instrument, or subject to any charter or corporate restriction which could have a material adverse effect on the business, condition (financial or otherwise), operations, prospects or properties of Renters Choice or the ability of Renters Choice to perform its obligations under this Agreement. Renters Choice is not in default in any respect in the performance, observance or fulfillment of any of its obligations, covenants or conditions contained in any agreement or instrument material to its business to which it is a party.

(h) DISCLOSURE. No statement, information, report, representation or warranty made by Renters Choice to STI in this Agreement or furnished to STI in

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writing in connection with this Agreement or the transactions contemplated herein contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein or therein not misleading. Renters Choice knows of no fact which has, or might in the future have, a material adverse effect on the business, condition (financial or otherwise), operations, prospects or properties of Renters Choice or the Receivables that has not been disclosed to STI.

(i) RELATIONSHIP OF THE PARTIES. STI has not at any time exercised or attempted to exercise, directly or indirectly, any degree of control or influence of any kind whatsoever over the internal business operations or financial affairs of Renters Choice. STI has not acted as a business, investment or financial consultant or advisor to Renters Choice and has not given Renters Choice any business, investment or financial advice. STI has no fiduciary or similar duty to Renters Choice. STI has not participated in any type of joint venture or partnership with Renters Choice and the execution and consummation of this Agreement and the transactions contemplated herein shall not constitute or amount to a joint venture or partnership. STI has not acted in any respect as the agent of Renters Choice for any purpose and no agency relationship shall be created by the execution of this Agreement and the consummation of the transactions contemplated hereby except as expressly provided herein.

(j) STATEMENTS BY STI. STI has made no representations or statements of material fact to Renters Choice in connection with the obligations of Renters Choice hereunder or in connection with the negotiation, execution or delivery of this Agreement or the consummation of the transactions herein contemplated, except as expressly set forth herein.

#### V. CLOSING

5.1 TIME AND PLACE OF CLOSING. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of the Seller's counsel in Dallas, Texas, on May 15, 1996 (the "Closing Date"), at which time all matters required by this Agreement to occur at Closing or on the Closing Date shall take place.

5.2 CONDITIONS TO THE SELLER'S, COLORTYME'S AND RENTERS CHOICE'S OBLIGATIONS. The obligations of the Seller, ColorTyme and Renters Choice hereunder are, at the option of each such party, subject to the conditions precedent that as of the Closing Date:

(a) LEGAL PROCEEDINGS. No legal proceedings shall have been commenced which would prevent or limit STI's or the Seller's ability to consummate the transactions herein contemplated.

(b) PURCHASE PRICE. The Seller shall have received payment of the Purchase Price as provided in Section 1.3

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5.3 CONDITIONS TO STI'S OBLIGATIONS. The obligations of STI hereunder are, at the option of STI, subject to the conditions precedent that as of the Closing Date:

(a) ACCURACY. All representations and warranties made by the Seller, ColorTyme or Renters Choice to STI in this Agreement and in all other documents delivered to STI in connection with this Agreement shall be true and correct in all material respects.

(b) LEGAL PROCEEDINGS. No legal proceedings shall have been commenced which would prevent or limit the Seller's, ColorTyme's, Renters Choice's or STI's ability to consummate the transactions herein contemplated.

(c) CLOSING DOCUMENTS. STI shall have received all the following, each dated (unless otherwise indicated) as of the Closing Date, in a form

satisfactory to STI:

(i) ASSIGNMENT. A duly executed Assignment in the form of Exhibit 1, attached hereto;

(ii) RECEIVABLES. All the Receivables (all the original instruments and documents), duly endorsed in favor of STI, together with such instruments of conveyance as may be required by STI;

(iii) UCC SEARCH. The results of Uniform Commercial Code searches showing all financing statements and other documents and instruments on file against the Seller, ColorTyme, Renters Choice and the obligors under the Receivables in such jurisdictions as STI deems appropriate, such searches to be as of a current date;

(iv) RESOLUTION. Resolutions of the respective boards of directors of the Seller, ColorTyme and Renters Choice, each certified by the respective secretaries of such corporations, authorizing the execution and delivery of this Agreement and the performance by the Seller, ColorTyme and Renters Choice of all the transactions contemplated hereby;

(v) INCUMBENCY CERTIFICATE. Certificates of incumbency, certified by the respective secretaries of the Seller, ColorTyme and Renters Choice certifying the names of the officers of such corporations authorized to sign this Agreement and the other instruments and documents executed in connection herewith, together with specimen signatures of such officers;

(vi) ARTICLES OF INCORPORATION. The articles of incorporation of the Seller and ColorTyme, certified by the Texas Secretary of State, and the

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certificate of incorporation of Renters Choice, certified by the Delaware Secretary of State, each dated as of a current date;

(vii) CERTIFICATE OF GOOD STANDING. Certificates of the Texas Secretary of STATE AS TO THE existence and good standing of the Seller and ColorTyme, AND A CERTIFICATE of the Delaware Secretary of State as to the existENCE AND GOOD STANDING of Renters Choice, each dated as of a current date;

(viii) UCC ASSIGNMENTS. Such Uniform Commercial Code assignments of the Seller's security interests in the Collateral securing the Receivables as STI may require;

(ix) FINANCING STATEMENTS. Such Uniform Commercial Code financing statements AS STI MAY DEEM NECESSARY or appropriate to duly perfect the sale and ASSIGNMENT OF THE RECEIVABLES;

(x) RELEASE BY CHRYSLER. Releases of all liens and security interests of Chrysler in the Receivables (including Uniform Commercial Code filings and legends on the documents evidencing the Receivables);

(xi) SERVICING AGREEMENT. A Servicing Agreement between STI and NationsCredit Commercial Corporation of America with respect to the servicing of the Receivables;

(xii) OPINION OF COUNSEL. An opinion of legal counsel for the Seller, ColorTyme and Renters Choice as to the matters set forth in Exhibit 2 attached hereto; and

(xiii) ADDITIONAL DOCUMENTS. Such additional approvals, opinions and documents as STI may reasonably require.

## VI. RECEIVABLE DEFAULTS

6.1 NOTICE OF DEFAULT. In the event any payments due under any of the Receivables are delinquent by more than ninety (90) days or STI otherwise declares a default under any of the Receivables, STI shall give notice thereof to the Seller.

6.2 FORECLOSURE. Following notice of a default under a Receivable pursuant to Section 6.1, STI shall, at its expense, attempt to collect the outstanding obligations under the Receivable and, if necessary, commence appropriate legal actions to recover the collateral securing such Receivable and to foreclose the interest of the account debtor(s) and other persons, if any, in such collateral.

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6.3 ASSIGNMENT. Following repossession and/or foreclosure of the collateral securing the defaulted Receivable or the entry by a court of competent jurisdiction of an order staying or barring such actions or adjudicating the rights of STI with respect to such collateral, STI shall assign its interest in such collateral and the defaulted Receivable secured thereby to the Seller, without recourse or warranty of any kind whatsoever. Contemporaneously with, and as a condition precedent to, such assignment, the Seller shall pay to STI an amount equal to STI's Net Investment in the defaulted Receivable. For purposes of this Agreement, STI's "Net Investment" in a Receivable shall be the amount equal to the sum of the outstanding principal balance of such Receivable and all accrued and unpaid interest thereon. Subject to the provisions of Section 6.4, the Seller's maximum liability under this Section for the payment of STI's Net Investment in LOC Receivables shall not exceed, with respect to any individual LOC Receivable, the product of the Average Monthly Revenue of the ColorTyme franchisee named in such LOC Receivable, determined as of the time of the most recent periodic review of such LOC Receivable, multiplied by five (5); provided, however, the foregoing

limitation shall not apply to LOC Receivables which are designated Overline Receivables as of the time of such review.

6.4 MAXIMUM AGGREGATE LIABILITY. In addition to the limitations set forth in Section 6.3, except as provided in this Section 6.4, the Seller's aggregate liability for the payment of STI's Net Investment in defaulted Receivables under Section 6.3 shall be limited as follows: (a) with respect to those Receivables described in Schedule F-1 attached hereto, the Seller's total liability shall not exceed the aggregate balance of those Receivables as of the Effective Date; (b) with respect to those Receivables described in Schedule F-2 attached hereto, the Seller's total liability shall not exceed the sum of (i) the aggregate balance of those Receivables as of the Effective Date, and (ii) the aggregate amount of "available credit" under those Receivables, as reflected on Schedule B; and (c) with respect to those Receivables described in Schedule F-3 attached hereto, the Seller's total liability shall not exceed fifty percent (50%) of the sum of (i) the aggregate balance of those Receivables as of the Effective Date, and (ii) the aggregate amount of "available credit" under those Receivables, as reflected on Schedule B. In the event ColorTyme terminates the franchise of a franchisee which is not then in default in its obligations to STI under a Receivable, any payments subsequently made or required to be made under Section 6.3 on account of that Receivable shall not be subject to the limitation or included in the calculation of the maximum liability of the Seller under subparagraph (c) of this Section.

#### VII. DEFAULT

7.1 EVENTS OF DEFAULT. An "Event of Default" shall exist if any one or more of the following events (herein collectively called "Events of Default") shall occur and be continuing:

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(a) The Seller shall fail to pay any amount due under the terms of this Agreement within ten (10) business days following demand therefor.

(b) The Seller shall fail to perform, observe or comply with any of the covenants, agreements or obligations of the Seller contained in this Agreement, and such failure shall remain uncured thirty (30) days following notice thereof.

(c) Any representation or warranty made by the Seller, ColorTyme or Renters Choice in this Agreement or any of the documents delivered to STI pursuant to this Agreement shall prove to be untrue, misleading or inaccurate in any material respect.

(d) The Seller, ColorTyme or Renters Choice shall default in their respective obligations to STI under any other agreement to which they, or any of them, are parties, or shall default in their respective obligations under agreements with their primary lenders.

(e) The Seller, ColorTyme or Renters Choice shall (i) apply for or consent to the appointment of a receiver, custodian, trustee, liquidator, or similar official for themselves or all or a substantial part of their property, (ii) admit in writing that they are unable to pay their debts generally as they become due, (iii) make a general assignment for the benefits of creditors, (iv) file a petition or answer seeking liquidation, reorganization or any arrangement with creditors or to take advantage of bankruptcy, reorganization or insolvency laws, (v) file an answer admitting the material allegations of or consent to or default in answering a petition filed against them in any bankruptcy, reorganization or insolvency proceeding, (vi) become the subject of an order for relief under any bankruptcy, reorganization or insolvency proceeding which shall continue unstayed and in effect for thirty (30) days, or (vii) an order, judgment or decree shall be entered by any court of competent jurisdiction or other competent authority approving a petition appointing a receiver, custodian, trustee, liquidator or similar official for them or of all or a substantial part of their property and such order, judgment or decree shall continue unstayed and in effect for a period of thirty (30) days.

(f) The Seller, ColorTyme or Renters Choice shall cease doing business as a going concern.

(g) This Agreement or any other documents delivered to STI pursuant to this Agreement or in connection herewith shall for any reason cease to be in full force and effect, or shall be declared null or unenforceable in whole or in material part, or the validity or enforceability thereof shall be challenged or denied by any party thereto excluding STI.

7.2 REMEDIES UPON DEFAULT. If an Event of Default shall occur and be continuing, STI at its option may, without notice (i) elect to have the Seller repurchase all

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Receivables then held by STI (without recourse or warranty by STI), whereupon the Seller shall so repurchase such Receivables for an amount equal to STI's Net Investment therein, (ii) reduce any claim to judgment, (iii) set off and apply against the obligation of the Seller, without notice to the Seller, any and all deposits or other sums at any time credited or held by STI or owing from STI to the Seller, ColorTyme or Renters Choice, whether or not said obligations are then due, and (iv) without further notice of default or demand, pursue and enforce any of STI's rights and remedies under this Agreement and any of the other documents delivered to STI pursuant to this Agreement or otherwise provided under or pursuant to any applicable law or any other agreement.

#### VIII. GUARANTY

ColorTyme and Renters Choice (collectively, the "Guarantors") hereby jointly and severally guaranty the full and prompt payment and performance of all debts, liabilities and obligations of the Seller to STI arising out of or in

any was related to this Agreement (collectively, the "Obligations").

The Guarantors represent and warrant to STI that they will receive a substantial economic benefit from STI's purchase of the Receivables pursuant to this Agreement. The Guarantors acknowledge that STI would not purchase the Receivables if it did not receive this Guaranty.

The Guarantors hereby waive promptness, diligence, notice of acceptance and any other notice with respect to the Obligations or this Guaranty, and any requirement that STI protect, secure, perfect or insure any security interest or lien or any property subject thereto, or exhaust any right or take any action against the Seller or any other person or entity or any Collateral.

The liability of the Guarantors under this Guaranty shall be absolute, unconditional, irrevocable and continuing, irrespective of any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to departure from the terms of the Obligations. The Guarantors hereby consent to any and all extensions or other indulgences granted by STI to the Seller and consent to the release or substitution of any or all Collateral securing the Obligations.

The Guarantors hereby irrevocably waive any and all rights they may now or hereafter have under any agreement or at law or in equity (including, without limitation, any law subrogating them to the rights of STI) to assert any claim or seek contribution, indemnification or any other form of reimbursement from the Seller for any payment made by the Guarantors under or in connection with this Guaranty.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned

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by STI upon the insolvency, bankruptcy or reorganization of the borrower or otherwise, all as though such payment had not been made.

#### IX. MISCELLANEOUS

9.1 INDEMNITY. The Seller shall indemnify STI and its officers, directors, employees, attorneys and agents from, and shall hold each of them harmless against, any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) to which any of them may become subject which directly or indirectly arise from or relate to this Agreement or any of the transactions contemplated hereby or the enforcement by STI of its rights hereunder or from any investigation, litigation or other proceeding, including, without limitation, any threatened investigation, litigation or other proceeding, relating to any of the foregoing, excluding, however, (i) any losses, liabilities, claims, damages, costs and expenses which arise exclusively from the willful misconduct or gross negligence of STI, and (ii) expenses incurred by STI pursuant to Section 6.2. The obligations of the Seller under this Section shall survive the repayment of all other obligations of the Seller under this Agreement and the termination hereof.

9.2 SURVIVAL. All agreements, representations and warranties contained herein or made in writing by or on behalf of the Seller, ColorTyme or Renters Choice in connection with the transactions contemplated hereby shall survive the execution and delivery of this Agreement, and any investigation at any time made by STI, and the delivery of any documents to STI pursuant to this Agreement and payment of the obligations of the Seller hereunder and any sale or assignment or other disposition by STI of this Agreement, the Receivables or any other documents delivered to STI pursuant to this Agreement. All statements contained in any certificate or other instrument delivered by or on behalf of the Seller, ColorTyme or Renters Choice pursuant hereto or in connection with the transactions contemplated hereby shall be deemed representations and warranties by such parties hereunder.

9.3 NO WAIVER; CUMULATIVE REMEDIES. No failure to exercise, and no delay in exercising, on the part of STI, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided for in this Agreement and the other documents executed in connection herewith are cumulative and not exclusive of any other rights or remedies provided by law.

9.4 EXPENSES OF STI. The Seller shall reimburse STI for all its out-of-pocket expenses, including the fees and expenses of its legal counsel, incurred in connection with (a) the negotiation and preparation of this Agreement and the transactions contemplated by this Agreement, except expenses incurred by STI pursuant to Section 6.2, up to a maximum of \$10,000, and (b) the enforcement or preservation of STI's rights under this Agreement following an Event of Default. All such expenses shall be paid promptly upon request by STI.

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9.5 NOTICES. All notices and other communications provided for in this Agreement shall be given in writing and mailed by certified mail or delivered to the intended recipient at the address of such party set forth on the signature page of this Agreement. Any such notice or other communication shall be deemed to have been given on the day it is personally delivered as aforesaid or three (3) days after mailing. Any party may change its address for the purposes of this Agreement by giving notice of such change to the other party pursuant to this Section.

9.6 SEVERABILITY. If any provision of this Agreement or any other documents delivered to STI pursuant to this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be invalid or unenforceable.

9.7 ENTIRE AGREEMENT; AMENDMENTS. This Agreement and the other documents delivered to STI pursuant to this Agreement embody the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements, conditions and understandings, and such documents may be amended only by an instrument executed in writing by an authorized officer of the party against whom such amendment is sought to be enforced. All schedules and exhibits referred to in and attached to this Agreement are incorporated herein by reference and shall for all purposes be a part of this Agreement.

9.8 RELATIONSHIP OF THE PARTIES. The relationship between the Seller and STI is solely that of seller and purchaser, and nothing in this Agreement shall be construed so as to deem the relationship between the Seller and STI to be other than that of seller and purchaser. STI has no fiduciary or other special relationship with the Seller, ColorTyme or Renters Choice.

9.9 CONSTRUCTION. Each of the parties to this Agreement acknowledges that they have had the benefit of legal counsel of their own choice and have been afforded an opportunity to review this Agreement and all the other documents and instruments executed in connection herewith with their respective legal counsel and that this Agreement and all other documents and instruments executed in connection herewith shall be construed as if jointly drafted by all the parties hereto.

9.10. FURTHER ASSURANCES. The Seller shall, upon request of STI, execute and deliver any further instrument or instruments as may be reasonably required by STI for the purpose of carrying out this Agreement, and giving to STI the full and complete benefit of this Agreement, including, without limitation, individual assignments of Receivables and Uniform Commercial Code financing statements relating to the Receivables and the Collateral.

9.11 NEVADA LAW. THE SUBSTANTIVE LAWS OF THE STATE OF NEVADA SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT

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AND INTERPRETATION OF THIS AGREEMENT AND ALL TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the parties have executed this Agreement on and as of this 15th day of May, 1996.

COLORTYME FINANCIAL SERVICES, INC.  
1231 Greenway Drive, Suite 900  
Irving, Texas 75038

By: \_\_\_\_\_  
Title: President

COLORTYME INC.  
1231 Greenway Drive, Suite 900  
Irving, Texas 75038

By: \_\_\_\_\_  
Title: President

RENTERS CHOICE, INC.  
13800 Montfort Drive, Suite 300  
Dallas, Texas 75240

By: \_\_\_\_\_  
Title: Chief Executive Officer

STI CREDIT CORPORATION  
1475 Terminal Way C#2  
Reno, Nevada 89502

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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INDEX OF EXHIBITS AND SCHEDULES

EXHIBITS

- Exhibit 1 Assignment
- Exhibit 2 Opinion of Counsel

SCHEDULES

- Schedule A Receivables
- Schedule B LOC Receivables
- Schedule C Pledged Receivables
- Schedule D Purchase Price (with amortization schedule)
- Schedule E Litigation
- Schedule F-1 Recourse Schedule (Term-100%)
- Schedule



EXHIBIT 1

ASSIGNMENT

This Assignment is executed and delivered pursuant to that certain Portfolio Acquisition Agreement dated May 15, 1996 (the "Agreement"), between STI Credit Corporation, a Nevada corporation ("STI"), ColorTyme Financial Services, Inc., a Texas corporation (the "Seller"), ColorTyme, Inc., a Texas corporation, and Renters Choice, Inc., a Delaware corporation.

- 1. For valuable consideration received by the Seller, the Seller hereby sells, assigns, transfers and delivers to STI and its successors and assigns all of the Seller's right, title and interest in and to the Receivables (as that term is defined in the Agreement and which are more particularly described in Schedule "A" to the Agreement).
2. This Assignment is delivered to STI to effect, evidence and perfect conveyance of absolute ownership of the Receivables to STI and is not for security.
3. This Assignment is subject in all respects to, and shall be governed by, the provisions of the Agreement, which is incorporated in its entirety herein by this reference.

Date: May 15, 1996.

COLORTYME FINANCIAL SERVICES, INC.

By: \_\_\_\_\_
Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )
) ss.
COUNTY OF \_\_\_\_\_ )

On this day before the undersigned, a Notary Public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of ColorTyme Financial Services, Inc. known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing Assignment on behalf of said corporation as his voluntary act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

EXHIBIT 2

- 1. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas. ColorTyme is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas. Renters Choice is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.
2. The Seller, ColorTyme and Renters Choice have the requisite corporate power and authority to execute and deliver the Agreement and all other documents executed by them in connection therewith, and to perform all their respective obligations thereunder.
3. The execution and delivery of the Agreement and other documents executed in connection therewith and the performance by the Seller, ColorTyme and Renters Choice of all their respective obligations thereunder have been duly and properly authorized by all necessary action on the part of the Seller, ColorTyme and Renters Choice.
4. The execution and delivery by the Seller, ColorTyme and/or Renters Choice of the Agreement and all other documents executed and delivered by them in connection therewith and the performance by such parties of their respective obligations thereunder will not (a) violate the terms of any instrument, document or agreement known to counsel, to which any of them is a party or pursuant to which any of them or any of their property is bound, (b) conflict with, result in a breach of or constitute a default under any such instrument, document or agreement, or (c) violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to any of them or any of their assets.
5. The Agreement has been duly executed and delivered by the Seller, ColorTyme and Renters Choice and is a legal, valid and binding obligation of each such party, fully enforceable against each such party in accordance with its terms; notwithstanding anything in this paragraph to the contrary, however, enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights and remedies

generally.

6. To counsel's knowledge, the Seller is the sole owner of and has good title to all the Receivables; the Receivables are free and clear of all liens, claims, encumbrances and interests of any kind whatsoever, except for the rights of STI under the Agreement.

7. Upon Closing, the Seller will have sold and conveyed to STI all of the Seller's right, title and interest in and to the Receivables, and STI will be the sole and exclusive owner thereof.

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8. To counsel's knowledge, neither the Closing nor the consummation of any of the transactions contemplated in the Agreement will in any way affect the validity or enforceability of any of the Receivables.

9. A Texas court, or a federal court applying Texas choice of law rules, would give effect to the provisions of the Agreement that they are to be governed by and construed in accordance with the laws of the State of Nevada, except that perfection and the effect of perfection or non-perfection of the sale of the Receivables may be governed by the laws of the State of Texas, in accordance with Section 1-105 of the Uniform Commercial Code.

10. No prior consent, license, approval or authorization of any governmental authority, bureau or agency or any court or other person is required in connection with the execution, delivery, performance, validity and enforceability of the Agreement or the other documents executed and delivered by the Seller, ColorTyme and/or Renters Choice in connection therewith, except such consents as have been obtained on or prior to the date hereof.

11. There are no legal or governmental proceedings or investigations of any kind pending or, to counsel's knowledge, threatened against or affecting the Seller, ColorTyme and/or Renters Choice or any of their property, which if adversely determined would have a material adverse affect on their business, condition (financial or otherwise), operations, prospects or properties.

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SCHEDULE A RECEIVABLES

ABC TV AND STEREO RENTAL

Dan Rudden  
757 E. 20th #350  
Denver, CO

11135 E. Colfax  
Aurora, CO

5800 Colfax  
Denver, CO

270 S. Federal  
Denver, CO

80 W. 84th Avenue  
Thornton, CO

Credit & Security Agreement: 05-17-95  
Guaranty Date: 01-31-95  
Guaranty Date: 06-27-87  
UCCS-CO SOS-00957730 01-16-87 Cont'd 12-27-91  
CO SOS-570521 08-09-82 10-25-91

COLORTYME LOAN --  
Promissory Note: 04-22-96  
Security Agreement: 01-15-96  
Guaranty: 04-22-96  
Stock Pledge Agreement: 01-15-96  
Stock Certificate: 04-22-96

AFFINITY, INC.  
Susan Schoenenberger  
5005 Gov. Ritchie  
Baltimore, MD

Credit & Security Agreement: 08-24-92  
Guaranty Date: 08-24-92  
UCCS-MD SOS-22838166 10-09-92  
MD Anne Arundel 11-17-92

ALL CLEAR OF NEW CASTLE  
Jim Farland  
1405 N. Dupont Highway #5  
New Castle, DE

Credit & Security Agreement: 07-14-95  
Credit & Security Agreement: 04-01-93  
Guaranty: 04-27-93  
Corporate Guaranties: 3 @ 07-14-95; 04-27-93  
UCCS-DE SOS-306035 05-07-93  
DE SOS-303977 03-29-93  
DE SOS-07392 05-23-90 Cont'd 02-17-95

COLORTYME LOAN --  
Promissory Note -- 12-07-93  
Promissory Note -- (not executed)  
Promissory Note -- (not executed)

Guaranty -- 12-07-93

ALL CLEAR OF DOVER, INC.  
288 S. Dupont Highway  
Dover, DE

Credit & Security Agreement: 07-14-95  
Credit & Security Agreement: 04-01-93  
Corporate Guaranties: 3 @ 07-14-95; 3 @ 04-27-93  
UCCS-DE SOS-306037 05-07-93  
DE SOS-303976 03-29-93

ALL CLEAR OF NEWARK  
18 Marrows Road  
Newark, DE

Credit & Security Agreement: 07-14-95  
Credit & Security Agreement: 04-01-93  
Corporate Guaranties: 3 @ 07-14-95; 3 @ 04-27-93  
UCCS-DE SOS-306036 05-07-93  
DE SOS-303978 03-29-93  
DE SOS-07392 05-25-90 Cont'd 02-17-95

COLORTYME LOAN --  
Promissory Note: December 7, 1993  
Promissory Note -- (not executed)  
Promissory Note -- (not executed)  
Guaranty -- (not executed)

ALL CLEAR OF SALISBURY  
800 E. Salisbury  
Salisbury, MD

Credit & Security Agreement: 07-14-95  
Credit & Security Agreement: 04-01-93  
Corporate Guaranties: 3 @ 07-14-95; 3 @ 04-27-93  
UCCS-MD SOS-31198405 04-29-93  
MD Wicomico 930702 04-29-93  
DE SOS-07392 05-25-90 Cont'd 02-17-95

COLORTYME LOAN --  
Promissory Note: 12-07-93  
Guaranty: 12-07-93  
Promissory Note: (not executed)  
Guaranty: (not executed)

Promissory Note: 12-07-93  
Guaranty: 12-07-93  
Promissory Note: (not executed)  
Guaranty: (not executed)

Promissory Note: 12-07-93  
Guaranty: 12-07-93  
Promissory Note: (not executed)  
Guaranty: (not executed)

CAPITAL, INC.  
Don Hayes  
2158 Brownsville Road  
Pittsburgh, PA  
Security Agreement: 11-01-89  
Guaranties: 2 @ 11-01-89  
UCCS-PA SOS-18050041 12-28-89 Cont'd 10-03-94  
PA Allegheny 95005601 08-18-95  
PA Allegheny 95005602 08-18-95

CLASS H, INC.  
James Holub and Michael Holub  
15 Cliff Drive  
Mineral Wells, TX 76067

1928 Glynn #21  
Brunswick, GA

COLORTYME LOAN --  
Credit & Security Agreement: 02-29-96  
Pledge Agreement: 02-29-96  
Stock Power: 02-29-96  
Stock Certificates:

DAN CORP.  
Mel Daniel  
1702 Denney Avenue  
Pascagoula, MS

1801 Pass Road  
Gulfport, MS

215 Superior Avenue  
Bogalusa, LA

COLORTYME LOAN --  
Promissory Note: December 28, 1995  
Security Agreement: July 5, 1993

Guaranty: July 8, 1993  
UCCS: MS SOS 76678 08-23-93

MS SOS 933788 08-23-93  
LA Washington 59-42444 07-26-93  
MS SOS 0731050 07-27-93

DARGAN LEASING  
Tim Dargan  
1817 Mt. Holly Rd.  
Burlington, NJ

6718 Blackhorse Pike  
Ed Harbor, NJ

2881 Mt. Eshaim Avenue  
Camden, NJ

1636 N. Olden Avenue  
Ewing, NJ

Credit & Security Agreement: 09-07-95  
Guaranty: 04-22-91  
UCCS-NJ SOS-1391125 03-25-91 Cont'd 01-25-96

EBRO INTERNATIONAL  
Frank Pennell  
400 N. Navy Blvd., #4  
Pensacola, FL

33 Brent Lane  
Pensacola, FL

99 N. Elgin Pkwy #6B  
Ft. Walton Beach, FL

1010-B Freeport Highway  
De Funiak Springs, FL

Credit & Security Agreement: 07-07-89  
Guaranties: 07-07-89; 05-22-89 & 06-1-95  
UCCS-FL SOS-8900000145667 05-30-89 Cont'd 02-04-94

H&M TV RENTALS  
Bobby W. Hanes  
710 E. Center Street  
Madisonville, KY

2045 US 41N  
Henderson, KY

1825 Wabash Street  
Terre Haute, IN

2310 Frederica Fnt.  
Owensboro, KY

301 N. 1st Avenue  
Evansville, IN

802 W. Main, Suite 4  
Booneville, IN

306 W. Fairchild  
Danville, IL

105 E. University  
Urbana, IL

Credit & Security Agreement: 04-20-95  
Guaranty: 05-24-95  
UCCS-IN SOS 1771255 03-25-92

IN Warrick	1995U020241	09-12-95
KY Daviess	65836	07-27-92
KY Daviess	35-1483783	07-27-92
KY Hopkins	243446	07-27-92
KY Henderson	0119497	07-27-92
IL SOS	3016052	08-04-92

COLORTYME LOAN --  
Promissory Note:  
Security Agreement:  
Pledge Agreement:  
Stock Power:  
Guaranty:

J&A RENTALS, INC.  
John Prothro  
1118 N. Taylor  
Garden City, KS

1905 W. Loop 281 #34  
Longview, TX

1219B W. Crawford  
Salina, KS

709 Perkins Road  
Stillwater, OK

2205 Central  
Dodge City, KS

2709 N. 14th Street  
Ponca City, OK

1539 N. Kansas  
Liberal, KS

1414 Industrial  
Emporia, KS

1121 S. Jackson Street  
Jacksonville, TX

2037 SE 29th  
Topeka, KS

3056 S. John Redditt  
Lufkin, TX

2135 North Summit  
Arkansas City, KS

123 S. Washington  
Junction City, KS

235 N. University #5  
Nacogdoches, TX

2310 E. SE Loop 323  
Tyler, TX

2323 Highway 79 S.  
Henderson, TX

2010 Crockett Street  
Palestine, TX

210 W. 5th Street  
Hutchinson, KS

COLORTYME LOAN --  
Promissory Note:  
Security Agreement:  
Guaranty: 05-24-93  
UCCS-UNSECURED  
Assumption Agreement: 07-01-93

J.E.M. LEASING, INC.  
Mike Houseworth  
910 International Speedway  
Daytona Beach, FL

2701 SW College #307  
Ocala, FL

Security Agreement: 08-08-95 & 02-17-93  
Guaranty: 02-28-93  
Corporate Guaranty: 02-28-93  
UCCS-Fl SOS-890000230777 08-28-89 Cont'd 06-14-94  
Assumption Agreement: 07-01-93

JERETY CORPORATION  
Jon Lesch  
3021 NE 72nd Avenue #15  
Vancouver, WA

Security Agreement: 09-30-95 & 09-10-91  
Guaranty: 09-10-91  
UCCS-WA SOS- 09-30-91

JLJ ENTERPRISES  
Larry Crist  
291 Barnett Road  
Medford, OR

COLORTYME LOANS --  
Promissory Note: 01-15-95  
Security Agreement: 01-15-95  
Pledge Agreement: 01-15-95  
Stock Power: 01-15-95  
UCCS-OR SOS S46375 03-31-95

JOHNSON-STANDLEY CORP.  
Ned Johnson  
111 Boston Avenue  
Bridgeport, CT

324 Appleton  
Holyoke, MA

1334 Liberty Street  
Springfield, MA

1321 Whalley Avenue  
New Haven, CT

949 Maple Avenue  
Hartford, CT

767 B Wolcott Street  
Waterbury, CT

1176-80 Elizabeth Avenue  
Elizabeth, NJ

656 Newark Avenue  
Jersey City, NJ

230 Main  
Asbury Park, NJ  
126 Broadway  
Patterson, NJ

43 New Street  
Irvington, NJ

Security Agreements: 11-02-92 & 11-06-92  
Guaranties: 3 @ 11-02-92  
Corporate Guaranties: 11-02-92 & 2 @ 11-30-92  
UCCS- NJ SOS-1440041 02-11-92  
CT SOS-708471 06-05-87 Cont'd 12-27-91 MA SOS-660147 12-31-86 Cont'd  
08-22-91 CT SOS-681340 01-05-87 Cont'd 12-27-91

KENTEX, INC.  
Joe Ballard  
1037 Mineral Wells Avenue  
Paris, TN

822 Joe Clifton Drive  
Paducah, KY

206 E. Reelfoot Avenue  
Union City, TN

408 N. 12th Street  
Murray, KY

913 W. Broadway  
Mayfield, KY

COLORTYME LOAN--  
Promissory Note: 01-29-96  
Security Agreement: 01-29-96  
Guaranty: 01-29-96  
UCCS-KY Calloway-86244 12-16-88 Cont'd 03-20-93  
Calloway-58396 02-04-83 Cont'd 01-19-93  
Graves-60320 03-13-89 Cont'd 01-07-94  
McCracken-703 01-27-87 Cont'd 10-07-91  
TN SOS-521804 03-21-88 Cont'd 01-21-93

KEY RENT-TO-OWN (RTO) Jeff Hazard 1183 Merritt Blvd.  
Dundalk, MD

4004 Eastern  
Baltimore, MD

2111 W. Patapsco Avenue  
Baltimore, MD

2335 E. Northern Pkwy.  
Baltimore, MD

Security Agreement: 11-06-92  
Guaranty: 11-06-92  
UCCS- MD SOS-537885 07-06-93  
MD SOS-23328195 11-27-92  
MD Baltimore-459320 12-29-92

LOCKHART RENTALS, INC.  
Tony Lockhart  
228L Roger Willis Blvd.  
Glasgow, KY

2945 Scottsville #32  
Bowling Green, KY

Security Agreement: 09-28-95  
Guaranty: 08-13-92  
UCCS-KY Warren-100284 12-27-89 Cont'd 10-07-94  
KY Barren-009051 03-11-93

MARTIN & SHEEHAN, INC.  
Peter Sheehan  
300 Main St.-Simoneau  
Nashua, NH

345 Lincoln Street  
Manchester, NH

Security Agreement: 12-20-93

Guaranty: 04-13-87  
UCCS-NH SOS 245062 01-21-87 Cont'd 10-16-91  
City of Nashua 060313 10-09-86 Cont'd 05-28-91  
City of Manchester 100,939 11-20-86 Cont'd 05-28-91

MAYO INVESTMENTS, INC.

James Mayo  
1191 Oak Ridge Tpk.  
Oak Ridge, TN

4414 Broadway  
Knoxville, TN

4409Q Chapman Hwy.  
Knoxville, TN

2745 N. Keith Street  
Cleveland, TN  
1611 E. A. Johnson Hwy.  
Morristown, TN

425 S. Jefferson  
Cookeville, TN

Security Agreement: 09-05-95  
Guaranty: 03-30-87  
UCCS-TN SOS 400289 01-21-87 Cont'd 10-07-91  
Cont'd 10-09-95

COLORTYME LOAN --

Promissory Note: 04-20-95  
Security Agreement: 04-20-95  
Guaranty: 04-20-95

MCCABE ENTERPRISES, INC.

Ray McCabe  
605 E. Anaheim  
Long Beach, CA

1731 W. Katella  
Anaheim, CA

2144 S. Bristol  
Santa Ana, CA

COLORTYME LOAN --

Promissory Note: 11-30-95  
Security Agreement: 6-19-95 & 12-05-95  
Guaranty: 11-30-95  
Stock Power: 12- -95  
Stock Certificate: 12- -95  
UCCS- CA SOS 93229692 11-12-93  
CA SOS 9512160738 04-28-95  
CA SOS 9512160761 04-28-95  
CA SOS 9512160748 04-28-95

M. G. LEASING, INC.

Steve Gopoyan  
731 Main Street  
Worcester, MA

Security Agreement: 08-19-95  
Guaranty: 01-27-94  
UCCS-MA SOS 12-30-93

MIMARK ENTERPRISES-UTICA

Pat Parker, Joe Aromola  
5703 Read Blvd.  
New Orleans, LA

COLORTYME LOAN --

Promissory Note: February, 1996  
Security Agreement: February, 1996  
Guaranty: February, 1996  
Stock Power:  
Stock Certificate:  
Pledge & Security Agreement:  
UCCS: LA Orleans 36-104290 03-20-96

MOLNER, KILBY, SHIVELY

Gary Kilby  
1244 N. 1st Street  
Fresno, CA

Security Agreement: 08-15-95  
Guaranty: 11-18-86  
UCCS-CA SOS- 01-16-87 Cont'd 10-07-91

MWT LEASING, INC.

Jim Moore  
3110 New Bern Ave. #112  
Raleigh, NC

Security Agreement: 08-20-93  
Guaranty: 08-20-93  
UCCS-NC SOS- 08-31-93  
09-07-93

NEWJAX CONCEPTS, INC.  
Mike Houseworth  
3118 W. Edgewood Avenue  
Jacksonville, FL

3851 Emerson Street  
Jacksonville, FL

Security Agreement: 10-22-92  
Guaranty: 09-09-93  
Corporate Guaranty: 10-22-92  
UCCS-FL SOS-920000299250 10-29-92

PAMIK, INC.  
Mike Harmon  
1672 S. Main  
Laurinburg, NC

1812 Sam Rittenburg  
Charleston, SC

1740 High Market Street  
Georgetown, SC

1317 N. Main  
Summerville, SC

COLORTYME LOAN --  
Promissory Note: 11-21-94 (Copy)  
Security Agreement: 11-21-94 (Copy)  
Guaranty: 11-21-94 (Copy)  
UCCS- SC SOS 0663798 03-27-90 Cont'd 12-07-94  
NC Scotland 93 731 12-28-93

R.K.K., Inc.  
Dealer #4910  
Jerry Kane  
5107 Venice Blvd.  
Los Angeles, CA

911 N. La Brea  
Inglewood, CA

Security Agreement: 02-28-91  
Guaranty: 10-29-87  
UCCS-CA SOS-85096993 02-13-90 Cont'd 01-13-95  
CA Los Angeles 04-19-85 Cont'd 02-15-90  
Cont'd 01-13-95  
CA SOS-87014209 01-16-87 Cont'd 10-07-91

RENTAL SYSTEMS, INC.  
Arnold Jones  
3251 W. 3rd Street  
Bloomington, IN

3150 Columbus Center  
Columbus, IN

4200 S. East #13  
Indianapolis, IN

1972 Elmwood Avenue  
Lafayette, IN

450 S. 9th  
Richmond, IN

1001 W. Jackson Street  
Muncie, IN

Security Agreements: 07-02-95 & 01-11-93  
Guaranties: 07-02-95; 08-03-95; 12-09-94 & 01-11-93  
UCCS IN SOS-1821715 01-07-93  
IN Floyd-10209 01-22-93

ROSE DEVELOPMENT  
Darryl Rose  
199 Paragon Pkwy. #2  
Clyde, NC

1007 A Patton Avenue  
Asheville, NC

208 Thompson Street #A  
Hendersonville, NC

176 Walmart Plaza  
Sylva, NC

586A Andrews Road  
Murphy, NC

COLORTYME LOAN--  
Promissory Note: 01-29-96  
Security Agreement: 01-29-96  
Guaranty: 01-29-96



Pledge & Security Agreement:

Stock Pledge:

UCCS-	NC-SOS	96-111	05-08-96
	NC Henderson	96-0445	05-08-96
	NC SOS	7456	05-08-06

SBG LEASING

Steve Gopoyan  
15-17 Corinth Street  
Roslindale, MA

541 Columbus Road  
Dorchester, MA

317-319 Belmont Street  
Brockton, MA

Security Agreement: 08-19-95  
 Guaranty: 10-15-92  
 Corporate Guaranty: 03-12-92  
 UCCS- MA SOS-034079 06-25-91  
 MA Worcester-112235 06-29-94

TEL-NAKA RENTALS  
Don Hayes

575 Morgantown St. #25  
Uniontown, PA

Security Agreement: 11-01-89  
 Guaranty: 11-01-89  
 UCCS- PA SOS- 12-05-89 Cont'd 10-03-94  
 PA Allegheny 10-13-92

TEL-REN, INC.  
Don Hayes  
1706A Mileground  
Morgantown, WV

Greensburg Shop Ctr. #11  
Greensburg, PA

Security Agreement: 04-03-97  
 Guaranty: 03-12-89  
 UCCS-PA SOS-21981610 06-02-93  
 PA Westmoreland-1825 of 1984 5-18-84 Cont'd 01-20-94  
 WV SOS-230510 12-30-86 Cont'd 08-23-91  
 WV Monongalia-1477 12-29-86 Cont'd 09-16-91

TRINITY LEASING  
Preston Avery  
2300 Church Street  
Conway, SC

Security Agreements: 06-11-92 & 04-22-92  
 Guaranties: 03-15-95; 04-22-92 & 06-11-92  
 UCCS-SC SOS-92-922588 05-12-92  
 NC SOS-0889752 05-13-92  
 SC SOS-92-931382 07-06-92

UTICA RENTAL SYSTEMS  
Dealer #3180  
Pat Parker  
446 Dartmouth Street  
New Bedford, MA

3350 Cleveland Avenue  
Columbus, OH

4109 S. Carrollton Avenue  
New Orleans, LA

"44 Plaza" Route 44  
Poughkeepsie, NY

1154 Mohawk Street  
Utica, NY

2206 US Rt. 11  
Watertown, NY

Plaza 44-280 Winthrop  
Taunton, MA

360 Rhode Island Avenue  
Fall River, MA

3766 E. Broad  
Columbus, OH

2172 W. 4th Street  
Mansfield, OH

Route 7 & Watt  
Schenectady, NY

117 Corporation Drive  
Hyannis, MA

139 Central Avenue  
Albany, NY

333 North Street  
Pittsfield, MA

119 Carmel Avenue  
Lafayette, LA

4519 Westbank Expressway  
Marrero, LA

1144 W. Erie Blvd.  
Rome, NY

Security Agreements: 06-06-91 & 06-20-95  
Guaranties: 09-06-90; 06-20-95; 02-25-87 & 11-27-90  
Corporate Guaranties: Providence Rental 06-11-93  
                          Poughkeepsie Rental 06-11-93  
                          Dartmouth Rental 06-11-93  
                          T.J. Rental 06-11-93  
                          Rochester Rental 06-11-93

UCCS-LA	E. Baton Rouge	28-349009	05-11-92		
LA	E. Baton Rouge	17-1064581	10-08-90	Cont'd	07-10-95
OH	SOS-AH0039308		04-27-92		
OH	Franklin 81176		05-17-93		
NY	SOS 218593		08-31-89	Cont'd	08-10-94
NY	Oneida 8905075		08-21-89	Cont'd	08-03-94

UTICA-POUGHKEEPSIE

Security Agreements-09-06-90 & 06-20-95  
Guaranties: 09-06-90 & 06-20-05

UCCS- MA SOS 027490 05-21-91 Cont'd 06-26-95  
NY SOS 217589 10-11-90 Cont'd 07-24-95

LA E. Baton Rouge 17-1086648 06-01-93  
MA Pittsfield City Clerk 98-18 01-13-94

UTICA-T.J. RENTALS

Security Agreement: 06-20-95  
Guaranties: 05-16-94 & 06-11-93

Corporate Guaranties: Utica Rental 06-11-93  
                          Poughkeepsie Rental 06-11-93  
                          Dartmouth Rental 06-11-93  
                          Rochester Rental 06-11-93  
                          Providence Rental 06-11-93

UCCS- LA East Baton Rouge 17-1086651 06-01-93  
LA East Baton Rouge 17-1088313 07-29-93

UTICA-DARTMOUTH RENTAL

COLORTYME LOAN --  
Promissory Note: 03-06-95  
Security Agreement: 03-15-96

UTICA-PROVIDENCE RENTAL SYSTEMS

Pat Parker  
50 Plainfield Street  
Providence, RI

124 Broad Street  
Pawtucket, RI

1500 Diamond Hill Road

Woonsocket, RI

Security Agreement: 06-20-95

Corporate Guaranties: Utica Rental 06-11-93  
                          Poughkeepsie Rental 06-11-93  
                          Dartmouth Rental 06-11-93  
                          T.J. Rental 06-11-93  
                          Rochester Rental 06-11-93

UCCS-RI	SOS-560376		08-21-89	Cont'd	06-01-94
LA	E. Baton Rouge	17-1086647	06-01-93		
RI	SOS-512540		01-15-87	Cont'd	10-16-91
OH	Franklin 81176		05-17-93		
NY	SOS 218593		08-31-89	Cont'd	08-10-94
NY	Oneida 8905075		08-21-89	Cont'd	08-03-94

UTICA-ROCHESTER RENTAL SYSTEMS

Pat Parker  
3162 Lake Road  
Horseheads, NY

999 E. Ridge Road  
Rochester, NY

Security Agreement: 06-20-95  
Guaranties: 10-21-91 & 06-20-95

Corporate Guaranties: Utica Rental 06-11-93

Poughkeepsie Rental 06-11-93  
Dartmouth Rental 06-11-93  
T.J. Rental 06-11-93  
Providence Rental 06-11-93

UCCS-NY SOS-91-240437 11-18-91  
NY Monroe 95-8265 11-16-95  
E. Baton Rouge 171086649 06-01-93  
LA  
OH Franklin 81176 05-17-93  
NY SOS 218593 08-31-89 Cont'd 08-10-94  
NY Oneida 8905075 08-21-89 Cont'd 08-03-94

SCHEDULE B

[Filed on Paper Pursuant to Temporary Hardship Exemption]

SCHEDULE C  
PLEDGED RECEIVABLES

ABC TV AND STEREO RENTAL  
Dan Rudden  
757 E. 20th #350  
Denver, CO

11135 E. Colfax  
Aurora, CO

5800 Colfax  
Denver, CO

270 S. Federal  
Denver, CO

80 W. 84th Avenue  
Thornton, CO

Credit & Security Agreement: 05-17-95  
Guaranty Date: 01-31-95  
Guaranty Date: 06-27-87  
UCCS- CO SOS-00957730 01-16-87 Cont'd 12-27-91  
CO SOS-570521 08-09-82 10-25-91

AFFINITY, INC.  
Susan Schoenenberger  
5005 Gov. Ritchie  
Baltimore, MD

Credit & Security Agreement-08-24-92  
Guaranty Date: 08-24-92  
UCCS- MD SOS-22838166 10-09-92  
MD Anne Arundel 11-17-92

ALL CLEAR OF NEW CASTLE  
Jim Farland  
1405 N. Dupont Highway #5  
New Castle, DE

Credit & Security Agreement: 07-14-95  
Credit & Security Agreement: 04-01-93  
Guaranty: 04-27-93  
Corporate Guaranties: 3 @ 07-14-95; 04-27-93  
UCCS- DE SOS-306035 05-07-93  
DE SOS-303977 03-29-93  
DE SOS-07392 05-25-90 Cont'd 02-17-95

ALL CLEAR OF DOVER, INC.  
288 S. Dupont Highway  
Dover, DE

Credit & Security Agreement: 07-14-95  
Credit & Security Agreement: 04-01-93  
Corporate Guaranties: 3 @ 07-14-95; 3 @ 04-27-93  
UCCS- DE SOS-306037 05-07-93  
DE SOS-303976 03-29-93

ALL CLEAR OF NEWARK  
18 Marrows Road  
Newark, DE

Credit & Security Agreement: 07-14-95  
Credit & Security Agreement: 04-01-93  
Corporate Guaranties: 3 @ 07-14-95; 3 @ 04-27-93  
UCCS- DE SOS-306036 05-07-93  
DE SOS-303978 03-29-93  
DE SOS-07392 05-25-90 Cont'd 02-17-95

ALL CLEAR OF SALISBURY  
800 S. Salisbury  
Salisbury, MD

Credit & Security Agreement: 07-14-95  
Credit & Security Agreement: 04-01-93  
Corporate Guaranties: 3 @ 07-14-95; 3 @ 04-27-93  
UCCS- MD SOS-31198405 04-29-93

MD Wicomico 930702 04-29-93  
MD SOS-07392 05-25-90 Cont'd 02-17-95

CAPITAL, INC.  
Don Hayes  
2158 Brownsville Road  
Pittsburgh, PA

Security Agreement: 11-01-89  
Guaranties: 2 @ 11-01-89  
UCCS- PA SOS-18050041 12-28-89 Cont'd 10-03-94  
PA Allegheny 95005601 08-18-95  
PA Allegheny 95005602 08-18-95

DARGAN LEASING  
Tim Dargan  
1817 Mt. Holly Rd.  
Burlington, NJ

6718 Blackhorse Pk.  
Ed Harbor, NJ

2881 Mt. Eshaim Avenue  
Camden, NJ

1636 N. Olden Avenue  
Ewing, NJ

Credit & Security Agreement: 09-07-95  
Guaranty: 04-22-91  
UCCS-NJ SOS-1391125 03-25-91 Cont'd 01-25-96

EBRO INTERNATIONAL  
Frank Pannell  
400 N. Navy Blvd. #4  
Pensacola, FL

33 Brent Lane  
Pensacola, FL

99 N. Elgin Pkwy #6B  
Ft. Walton Beach, FL

1010-B Freeport Highway  
De Funiak Springs, FL

Credit & Security Agreement: 07-07-89  
Guaranties: 07-07-89; 05-22-89 & 06-1-95  
UCCS-FL SOS-8900000145667 05-30-89 Cont'd 02-04-94

H&M TV RENTALS  
Bobby W. Hanes  
710 E. Center Street  
Madisonville, KY

2045 US 41N  
Henderson, KY

1825 Wabash Street  
Terre Haute, IN

2310 Frederica Fnt.  
Owensboro, KY

301 N. 1st Avenue  
Evansville, IN

802 W. Main, Suite 4  
Booneville, IN

306 W. Fairchild  
Danville, IL

105 E. University  
Urbana, IL

Credit & Security Agreement: 04-20-95  
Guaranty: 05-24-95

UCCS-	IN SOS	1771255	03-25-92
	IN Warrick	1995U020241	09-12-95
	KY Daviess	65836	07-27-92
	KY Daviess	35-1483783	07-27-92
	KY Hopkins	243446	07-27-92
	KY Henderson	0119497	07-27-92
	IL SOS	3016052	08-04-92

J.E.M. LEASING, INC.  
Mike Houseworth  
910 International Speedway  
Daytona Beach, FL

2701 SW College #307  
Ocala, FL

Security Agreement: 08-08-95 & 02-17-93  
Guaranty: 02-28-93

Corporate Guaranty: 02-28-93  
UCCS-FL SOS-890000230777 08-28-89 Cont'd 06-14-94  
Assumption Agreement: 07-01-93

JERETY CORPORATION  
Jon Lesch

3021 NE 72nd Avenue #15  
Vancouver, WA

Security Agreement: 09-30-95 & 09-10-91  
Guaranty: 09-10-91  
UCCS-WA SOS- 09-30-91

JOHNSON-STANDLEY CORP.  
Ned Johnson  
111 Boston Avenue  
Bridgeport, CT

324 Appleton  
Holyoke, MA

1334 Liberty Street  
Springfield, MA

1321 Whalley Avenue  
New Haven, CT

949 Maple Avenue  
Hartford, CT

767 B Wolcott Street  
Waterbury, CT  
1176-80 Elizabeth Avenue  
Elizabeth, NJ

656 Newark, Avenue  
Jersey City, NY

230 Maine  
Asbury Park, NJ

126 Broadway  
Patterson, NJ

43 New Street  
Irvington, NJ

Security Agreements: 11-02-92 & 11-06-92  
Guaranties: 3 @ 11-02-92  
Corporate Guaranties: 11-02-92 & 2 @ 11-30-92  
UCCS- NJ SOS-1440041 02-11-92  
CT SOS-708471 06-05-87 Cont'd 12-27-91  
MA SOS-660147 12-31-86 Cont'd 08-22-91  
CT SOS-681340 01-05-87 Cont'd 12-27-91

KEY RENT-TO-OWN (RTO)  
Jeff Hazard  
1183 Merritt Blvd.  
Dundalk, MD

4004 Eastern  
Baltimore, MD

2111 W. Patapsco Avenue  
Baltimore, MD

2335 E. Northern Pkwy.  
Baltimore, MD

Security Agreement: 11-06-92  
Guaranty: 11-06-92  
UCCS- MD SOS-537885 07-06-93  
MD SOS-23328195 11-27-92  
MD Baltimore-459320 12-29-92

LOCKHART RENTALS, INC.  
Tony Lockhart  
228L Roger Willis Blvd.  
Glasgow, KY

2945 Scottsville #32  
Bowling Green, KY

Security Agreement: 09-28-95  
Guaranty: 08-13-92  
UCCS- KY Warren-100284 12-27-89 Cont'd 10-07-94  
KY Barren-009051 03-11-93

MARTIN & SHEEHAN, INC.  
Peter Sheehan  
300 Main St.-Simoneau  
Nashua, NH

345 Lincoln Street  
Manchester, NH

Security Agreement: 12-20-93

Guaranty: 04-13-87

CCS-	NH SOS 245062	01-21-87	Cont'd	10-16-91
	City of Nashua 060313	10-09-86	Cont'd	05-28-91
	City of Manchester 100,939	11-20-86	Cont'd	05-28-91

MAYO INVESTMENTS, INC.

James Mayo  
1191 Oak Ridge Tpk.  
Oak Ridge, TN

4414 Broadway  
Knoxville, TN

4409Q Chapman Hwy.  
Knoxville, TN

2745 N. Keith Street  
Cleveland, TN

1611 E. A. Johnson Hwy.  
Morristown, TN

425 S. Jefferson  
Cookeville, TN

Security Agreement: 09-05-95  
Guaranty: 03-30-87  
UCCS-TN SOS 400289 01-21-87 Cont'd 10-07-91  
Cont'd 10-09-95

M. G. LEASING, INC.  
Steve Gopoyan

731 Main Street  
Worcester, MA

Security Agreement: 08-19-95  
Guaranty: 01-27-94  
UCCS-MA SOS 12-30-93

MOLNER, KILBY, SHIVELY

Gary Kilby  
1244 N. 1st Street  
Fresno, CA

Security Agreement: 08-15-95  
Guaranty: 11-18-86  
UCCS-CA SOS- 01-16-87 Cont'd 10-07-91

MWT LEASING, INC.

Jim Moore  
3110 New Bern Ave. #112  
Raleigh, NC

Security Agreement: 08-20-93  
Guaranty: 08-20-93  
UCCS-NC SOS- 08-31-93  
09-07-93

NEWJAX CONCEPTS, INC.

Mike Houseworth  
3118 W. Edgewood Avenue  
Jacksonville, FL

3851 Emerson Street  
Jacksonville, FL

Security Agreement: 10-22-92  
Guaranty: 09-09-93  
Corporate Guaranty: 10-22-92  
UCCS-FL SOS-920000299250 10-29-92

R.K.K., Inc.

Dealer #4910  
Jerry Kane  
5107 Venice Blvd.  
Los Angeles, CA

911 N. La Brea  
Inglewood, CA

Security Agreement: 02-28-91  
Guaranty: 10-29-87

UCCS-	CA SOS-85096993	02-13-90	Cont'd	01-13-95
	CA Los Angeles-	04-19-85	Cont'd	02-15-90
			Cont'd	01-13-95
	CA SOS-87014209	01-16-87	Cont'd	10-07-91

RENTAL SYSTEMS, INC.

Arnold Jones  
3251 W. 3rd Street  
Bloomington, IN

3150 Columbus Center

Columbus, IN

4200 S. East #13  
Indianapolis, IN

1972 Elmwood Avenue  
Lafayette, IN

450 S. 9th  
Richmond, IN

1001 W. Jackson Street  
Muncie, IN

Security Agreements: 07-02-95 & 01-11-93  
Guaranties: 07-02-95; 08-03-95; 12-09-94 & 01-11-93  
UCCS IN SOS-1821715 01-07-93  
IN Floyd-10209 01-22-93

SBG LEASING  
Steve Gopoyan  
15-17 Corinth Street  
Roslindale, MA

541 Columbus Road  
Dorchester, MA

317-319 Belmont Street  
Brockton, MA

Security Agreement: 08-19-95  
Guaranty: 10-15-92  
Corporate Guaranty: 03-12-92  
UCCS- MA SOS-034079 06-25-91  
MA Worcester-112235 06-29-94

TEL-NAKA RENTALS  
Don Hayes  
575 Morgantown St. #25  
Uniontown, PA

Security Agreement: 11-01-89  
Guaranty: 11-01-89  
UCCS-PA SOS- 12-05-89 Cont'd 10-03-94  
PA Allegheny 10-13-92

TEL-REN, INC.  
Don Hayes  
1706A Mileground  
Morgantown, WV

Greensburg Shop Ctr. #11  
Greensburg, PA

Security Agreement: 04-03-87  
Guaranty: 03-12-89

UCCS- PA SOS-21981610	06-02-93		
PA Westmoreland-1825 of 1984	05-18-84	Cont'd	01-20-94
WV SOS-230510	12-30-86	Cont'd	08-23-91
WV Monongalia-1447	12-29-96	Cont'd	09-16-91

TRINITY LEASING  
Preston Avery  
2300 Church Street  
Conway, SC

Security Agreements: 06-11-92 & 04-22-92  
Guaranties: 03-15-95; 04-22-92 & 06-11-92  
UCCS- SC SOS-92-922588 05-12-92  
NC SOS-0889752 05-13-92  
SC SOS-92-931382 07-06-92

UTICA RENTAL SYSTEMS  
Dealer #3180  
Pat Parker  
446 Dartmouth Street  
New Bedford, MA

3350 Cleveland Avenue  
Columbus, OH

4109 S. Carrollton Avenue  
New Orleans, LA

"44 Plaza" Route 44  
Poughkeepsie, NY

1154 Mohawk Street  
Utica, NY

22066 US Rt. 11  
Watertown, NY

Plaza 44-280 Winthrop  
Taunton, MA

360 Rhode Island Avenue  
Fall River, MA

3766 E. Broad  
Columbus, OH

2172 W. 4th Street  
Mansfield, OH

Route 7 & Watt  
Schenectady, NY

117 Corporation Drive  
Hyannis, MA

139 Central Avenue  
Albany, NY

333 North Street  
Pittsfield, MA

119 Carmel Avenue  
Lafayette, LA

4519 Westbank Expressway  
Marrero, LA

1144 W. Erie Blvd.  
Rome, NY

Security Agreements: 06-06-91 & 06-20-95  
Guaranties: 09-06-90; 06-20-95; 02-25-87 & 11-27-90  
Corporate Guaranties: Providence Rental 06-11-93  
Poughkeepsie Rental 06-11-93  
Dartmouth Rental 06-11-93  
T.J. Rental 06-11-93  
Rochester Rental 06-11-93

UCCS-LA E. Baton Rouge	28-349009	05-11-92		
LA E. Baton Rouge				
OH	17-1064581	10-08-90	Cont'd	07-10-95
SOS-AH0039308	04-27-92			
OH Franklin				
81176	05-17-93			
NY SOS 218593	08-31-89	Cont'd	08-10-94	
NY Oneida				
8905075	08-21-89	Cont'd	08-03-94	

UTICA-POUGHKEEPSIE

Security Agreements: 09-06-90 & 06-20-95  
Guaranties: 09-06-90 & 06-20-95  
UCCS- MA SOS 027490 05-21-91 Cont'd 06-26-95  
NY SOS 217589 10-11-90 Cont'd 07-24-95  
LA E. Baton Rouge 17-1086648 06-01-93  
MA Pittsfield City Clerk 98-18 01-13-94

UTICA-T.J. RENTALS

Security Agreement: 06-20-95  
Guaranties: 05-16-94 & 06-11-93

Corporate Guaranties: Utica Rental 06-11-93  
Poughkeepsie Rental 06-11-93  
Dartmouth Rental 06-11-93  
Rochester Rental 06-11-93  
Providence Rental 06-11-93

UCCS- LA East Baton Rouge 17-1086651 06-01-93  
LA East Baton Rouge 17-1088313 07-29-93

UTICA-PROVIDENCE RENTAL SYSTEMS

Pat Parker  
50 Plainfield Street  
Providence, RI

124 Broad Street  
Pawtucket, RI

1500 Diamond Hill Road  
Woonsocket, RI

Security Agreement: 06-20-95  
Corporate Guaranties: Utica Rental 06-11-93  
Poughkeepsie Rental 06-11-93  
Dartmouth Rental 06-11-93  
T.J. Rental 06-11-93  
Rochester Rental 06-11-93

UCCS- RI SOS-560376	08-21-89	Cont'd	06-01-94	
LA E. Baton Rouge	17-1086647	06-01-93		
RI SOS-512540	01-15-87	Cont'd	10-16-91	
OH Franklin	81176	05-17-93		
NY SOS 218593	08-31-89	Cont'd	08-10-94	
NY Oneida	8905075	08-21-89	Cont'd	08-03-94



UTICA-ROCHESTER RENTAL SYSTEMS

Pat Parker  
3162 Lake Road  
Horseheads, NY

999 E. Ridge Road  
Rochester, NY

Security Agreement: 06-20-95  
Guaranties: 10-21-91 & 06-20-95

Corporate Guaranties: Utica Rental 06-11-93  
Poughkeepsie Rental 06-11-93  
Dartmouth Rental 06-11-93  
T.J. Rental 06-11-93  
Providence Rental 06-11-93

UCCS- NY SOS-91-240437 11-18-91  
NY Monroe 95-8265 11-16-95  
LA E. Baton Rouge 171086649 06-01-93  
OH Franklin 811176 05-17-93  
NY SOS 218593 08-31-89 Cont'd 08-10-94  
NY Oneida 8905075 08-21-89 Cont'd 08-03-94

SCHEDULE D  
Purchase Price  
(with amortization schedule)

STI CREDIT CORPORATION  
PRESENT VALUE CALCULATION  
NATIONS/COLORTYME REVOLVING ACCOUNTS AND NOTES

NATIONS CREDIT-REVOLVERS	DISTRIBUTOR NUMBER	INTEREST RATE	4/26/96 PRINCIPAL BALANCE	PRESENT VALUE @ 10.75%
	1298	13.00%	575,781.45	581,794.76
	1301	13.00%	301,472.72	304,394.83
EG Pat Parker Corporation	1303	12.00%	4,258,163.82	4,275,922.56
	1306	13.00%	819,009.75	826,873.62
	1307	13.00%	563,007.28	568,756.52
Johnson Standley	1309	12.00%	3,453,213.92	3,467,412.29
	1445	13.00%	995,858.16	1,005,843.61
	1446	13.00%	884,342.45	892,168.35
	2007	13.00%	775,067.87	783,501.93
	2242	13.00%	644,841.83	651,451.89
	2325	13.00%	505,176.66	509,128.68
	2326	13.00%	245,260.95	247,280.34
	2341	13.00%	958,462.05	968,531.51
	2540	13.00%	1,172,277.04	1,182,357.29
	2625	13.00%	752,239.00	759,725.86
Totals			16,904,176.85	17,025,144.13

COLORTYME IN-HOUSE REVOLVERS	INTEREST RATE	4/30/96 PRINCIPAL BALANCE	PRESENT VALUE @ 10.75%
Class H Inc	13.00%	56,048.04	56,851.65
Mimark Enterprises	13.00%	71,262.46	72,279.59
McCabe Enterprises	13.00%	425,643.01	430,258.73
Rose Development Corp.	13.00%	1,031,298.20	1,042,437.12
Totals		1,584,251.71	1,601,827.08

COLORTYME-FIXED TERM NOTES	INTEREST RATE	4/30/96 PRINCIPAL BALANCE	PRESENT VALUE @ 10.75%
ABC TV	13.00%	365,855.41	376,765.48
Dan Corp.	14.25%	255,857.68	265,931.26
H & M	14.25%	500,235.14	521,146.72
JLJ	12.00%	62,175.46	62,922.29
Kentex	14.25%	267,155.81	277,674.20
Mayo	14.25%	250,777.57	256,180.94
McCabe	14.25%	200,000.00	207,381.06
Pamik	12.00%	309,173.60	324,969.05
All-Clear	8.00%	11,585.26	11,432.53
All-Clear	8.00%	20,112.44	19,847.30
All-Clear	8.00%	11,180.81	11,033.41
All-Clear	8.00%	13,421.78	13,244.82
Dartsmouth	18.00%	11,572.63	11,848.93
J&A	8.00%	54,169.56	52,696.11
Poughkeepsie	18.00%	7,411.97	7,588.95
Providence	18.00%	7,420.87	7,598.00
Rochester	18.00%	5,914.74	6,056.00
Utica	18.00%	6,379.64	6,531.94
Utica	18.00%	3,687.51	3,775.52

Utica	18.00%	15,805.07	16,182.41
Utica	18.00%	21,868.62	22,390.48
Watertown	18.00%	6,108.72	6,254.55
Tel-Ren	18.00%	36,406.20	34,207.40
		-----	-----
Totals		2,444,276.39	2,523,659.35
		=====	=====
Grand Total		\$20,932,703.95	\$21,150,630.57
		=====	=====

Dealer  
Distributor 1298  
Rate 13.00%  
Principal \$ 575,781.45  
NPV @ 10.75% \$ 581,794.76

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
	----	-----	-----	-----	-----	-----
1	Apr-96					575,781.45
2	May-96	575,781.45	47,245.06		47,245.06	528,536.39
3	Jun-96	528,536.39	45,807.95	3,534.66	49,342.61	482,728.44
4	Jul-96	482,728.44	44,083.16	5,725.81	49,808.97	438,645.28
5	Aug-96	438,645.28	42,670.37	5,403.88	48,074.25	395,974.91
6	Sep-96	395,974.91	41,530.03	4,910.39	46,440.42	354,444.88
7	Oct-96	354,444.88	38,363.72	4,289.73	42,653.45	316,081.16
8	Nov-96	316,081.16	36,109.13	3,967.81	40,076.94	279,972.03
9	Dec-96	279,972.03	34,294.89	3,424.21	37,719.10	245,677.14
10	Jan-97	245,677.14	31,346.12	3,134.13	34,480.25	214,331.02
11	Feb-97	214,331.02	28,311.18	2,750.22	31,061.40	186,019.84
12	Mar-97	186,019.84	25,985.79	2,167.12	28,152.91	160,034.05
13	Apr-97	160,034.05	23,460.97	2,082.39	25,543.36	136,573.08
14	May-97	136,573.08	22,124.20	1,733.70	23,857.90	114,448.88
15	Jun-97	114,448.88	19,787.77	1,528.86	21,316.63	94,661.11
16	Jul-97	94,661.11	18,136.20	1,239.86	19,376.06	76,524.91
17	Aug-97	76,524.91	17,313.18	1,059.68	18,372.86	59,211.73
18	Sep-97	59,211.73	16,583.06	856.65	17,439.71	42,628.67
19	Oct-97	42,628.67	13,404.91	641.46	14,046.37	29,223.76
20	Nov-97	29,223.76	11,091.32	477.20	11,568.52	18,132.44
21	Dec-97	18,132.44	8,641.23	316.59	8,957.82	9,491.21
22	Jan-98	9,491.21	4,877.33	202.98	5,080.31	4,613.88
23	Feb-98	4,613.88	1,830.61	106.25	1,936.86	2,783.27
24	Mar-98	2,783.27	833.48	46.65	880.13	1,949.79
25	Apr-98	1,949.79	800.30	31.16	831.46	1,149.49
26	May-98	1,149.49	363.04	21.12	384.16	786.45
27	Jun-98	786.45	293.72	12.87	306.59	492.73
28	Jul-98	492.73	242.84	8.52	251.36	249.89
29	Aug-98	249.89	249.89	5.52	255.41	0.00
30	Sep-98	0.00	0.00	2.80	2.80	0.00
			575,781.45	49,682.23	625,463.68	

Net Present Value  
10.75%  
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Dealer 445501NH er,  
Distributor 1301  
Rate 13.00%  
Principal \$ 301,472.72  
NPV @ 10.75% \$ 304,394.83

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
	----	-----	-----	-----	-----	-----
1	Apr-96					301,472.72
2	May-96	301,472.72	26,110.43		26,110.43	275,362.29
3	Jun-96	275,362.29	25,313.91	1,850.71	27,164.62	250,048.38
4	Jul-96	250,048.38	24,350.09	2,983.09	27,333.18	225,698.29
5	Aug-96	225,698.29	23,374.45	2,799.15	26,173.60	202,323.84
6	Sep-96	202,323.84	21,966.38	2,526.57	24,492.95	180,357.46
7	Oct-96	180,357.46	21,053.45	2,191.84	23,245.29	159,304.01
8	Nov-96	159,304.01	18,673.98	2,019.00	20,692.98	140,630.03
9	Dec-96	140,630.03	17,781.54	1,725.79	19,507.33	122,848.49
10	Jan-97	122,848.49	16,400.47	1,574.28	17,974.75	106,448.02
11	Feb-97	106,448.02	15,306.62	1,375.22	16,681.84	91,141.40
12	Mar-97	91,141.40	14,439.38	1,076.31	15,515.69	76,702.02
13	Apr-97	76,702.02	13,143.34	1,020.28	14,163.62	63,558.68
14	May-97	63,558.68	12,643.81	830.94	13,474.75	50,914.87
15	Jun-97	50,914.87	11,365.38	711.50	12,076.88	39,549.49
16	Jul-97	39,549.49	10,232.06	551.58	10,783.64	29,317.43
17	Aug-97	29,317.43	8,193.45	442.73	8,636.18	21,123.98
18	Sep-97	21,123.98	6,575.19	328.19	6,903.38	14,548.79
19	Oct-97	14,548.79	5,021.78	228.84	5,250.62	9,527.01
20	Nov-97	9,527.01	4,864.00	162.87	5,026.87	4,663.01
21	Dec-97	4,663.01	2,893.51	103.21	2,996.72	1,769.50
22	Jan-98	1,769.50	1,657.06	52.20	1,709.26	112.44
23	Feb-98	112.44	112.44	19.81	132.25	(0.00)
24	Mar-98	(0.00)	0.00	1.14	1.14	(0.00)

25	Apr-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
26	May-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
27	Jun-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
28	Jul-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
29	Aug-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
			301,472.72	24,575.25	326,047.97	

Net Present Value 10.75% 304,394.83  
=====

EG Pat Parker Corporation  
 Providence Rent Systems, Providence, RI  
 Dealer  
 Distributor 1303  
 Rate 12.00%  
 Principal \$ 4,258,163.82  
 NPV @ 10.75% \$ 4,275,922.66

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS
	----	-----	-----	-----	-----
1	Apr-96				
2	May-96	4,258,163.82	328,407.45		328,407.45
3	Jun-96	3,929,756.37	323,776.48	24,129.59	347,906.07
4	Jul-96	3,605,979.89	317,558.81	39,297.56	356,854.37
5	Aug-96	3,288,423.08	309,580.78	37,261.79	346,842.57
6	Sep-96	2,978,842.30	300,057.42	33,980.37	334,037.79
7	Oct-96	2,678,784.88	288,314.61	29,788.42	318,103.03
8	Nov-96	2,390,470.27	283,217.56	27,680.78	310,898.34
9	Dec-96	2,107,252.71	274,963.59	23,904.70	298,868.29
10	Jan-97	1,832,289.12	252,116.63	21,774.94	273,891.57
11	Feb-97	1,580,172.49	229,871.29	18,933.65	248,804.94
12	Mar-97	1,350,301.20	215,672.68	14,748.28	230,420.96
13	Apr-97	1,134,628.52	193,969.42	13,953.11	207,922.53
14	May-97	940,659.10	177,259.48	11,346.29	188,605.77
15	Jun-97	763,399.62	156,220.48	9,720.14	165,940.62
16	Jul-97	607,179.14	136,404.38	7,634.00	144,038.38
17	Aug-97	470,774.76	124,217.85	6,274.18	130,492.03
18	Sep-97	346,556.91	99,991.46	4,864.67	104,856.13
19	Oct-97	246,565.45	72,676.99	3,465.57	76,142.56
20	Nov-97	173,888.46	68,645.02	2,547.84	71,192.86
21	Dec-97	105,243.44	47,992.97	1,738.88	49,731.85
22	Jan-98	57,250.47	24,739.21	1,087.52	25,826.73
23	Feb-98	32,511.26	9,968.18	591.59	10,559.77
24	Mar-98	22,543.08	7,816.69	303.44	8,120.13
25	Apr-98	14,726.39	7,746.08	232.95	7,979.03
26	May-98	6,980.31	4,439.14	147.26	4,586.40
27	Jun-98	2,541.17	1,944.94	72.13	2,017.07
28	Jul-98	596.23	294.48	25.41	319.89
29	Aug-98	301.75	294.38	6.15	300.54
30	Sep-98	7.37	7.37	3.12	10.49
31	Oct-98	(0.00)	0.00	0.07	0.07
			4,258,163.82	335,514.44	4,593,678.26

Net Present Value 10.75% 4,275,922.66  
=====

	ENDING PRINCIPAL
	-----
1	4,258,163.82
2	3,929,756.37
3	3,605,979.89
4	3,288,423.08
5	2,978,842.30
6	2,678,784.88
7	2,390,470.27
8	2,107,252.71
9	1,832,289.12
10	1,580,172.49
11	1,360,301.20
12	1,134,628.52
13	940,659.10
14	763,399.62
15	607,179.14
16	470,774.78
17	346,558.91
18	246,565.45
19	173,888.46
20	105,243.44
21	57,250.47
22	32,511.26
23	22,543.08
24	14,726.39
25	6,980.31
26	2,541.17
27	596.23
28	301.75
29	7.37
30	(0.00)
31	(0.00)

Net Present Value 10.75%

Dealer  
Distributor 1306  
Rate 13.00%  
Principal \$ 819,008.75  
NPV @ 10.75% \$ 826,873.82

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96					819,009.75
2	May-96	819,009.75	86,990.61		86,990.61	732,019.14
3	Jun-96	732,019.14	64,381.26	5,027.81	69,409.07	667,637.88
4	Jul-96	667,637.88	63,001.47	7,930.21	70,931.68	604,636.41
5	Aug-96	604,636.41	60,896.25	7,473.84	68,370.09	543,740.16
6	Sep-96	543,740.16	57,883.30	6,768.57	64,651.87	485,856.86
7	Oct-96	485,856.88	55,533.08	5,890.52	61,423.60	430,323.78
8	Nov-96	430,323.78	54,533.24	5,438.90	59,972.14	375,790.54
9	Dec-96	375,790.54	51,901.41	4,661.84	56,563.25	323,889.13
10	Jan-97	323,889.13	47,524.89	4,206.77	51,731.66	276,364.24
11	Feb-97	276,364.24	44,244.24	3,625.76	47,870.00	232,120.00
12	Mar-97	232,120.00	40,800.65	2,794.35	43,595.00	191,319.35
13	Apr-97	191,319.35	35,834.99	2,598.45	38,433.44	155,484.36
14	May-97	155,484.36	30,310.71	2,072.63	32,383.34	125,173.65
15	Jun-97	125,173.65	23,694.60	1,740.56	25,435.16	101,479.05
16	Jul-97	101,479.05	20,942.21	1,356.05	22,298.26	80,536.84
17	Aug-97	80,536.84	16,805.51	1,136.00	17,941.51	63,731.33
18	Sep-97	63,731.33	13,840.43	901.57	14,742.00	49,890.90
19	Oct-97	49,890.90	11,575.93	690.42	12,266.35	38,314.97
20	Nov-97	38,314.97	9,578.01	558.50	10,136.51	28,736.96
21	Dec-97	28,736.96	6,904.01	415.08	7,319.09	21,832.95
22	Jan-98	21,832.95	5,125.95	321.69	5,447.64	16,707.00
23	Feb-98	16,707.00	3,965.66	244.41	4,210.07	12,741.34
24	Mar-98	12,741.34	2,967.47	168.93	3,136.40	9,773.87
25	Apr-98	9,773.67	2,956.36	142.63	3,098.99	6,817.51
26	May-98	6,817.51	2,167.96	105.88	2,273.84	4,649.55
27	Jun-98	4,649.55	1,665.64	76.32	1,741.96	2,983.91
28	Jul-98	2,983.91	1,617.43	50.37	1,667.80	1,366.48
29	Aug-98	1,366.48	1,326.73	33.40	1,360.13	39.75
30	Sep-98	39.75	39.75	15.30	55.05	(0.00)
31	Oct-98	(0.00)	0.00	0.43	0.43	(0.00)
			819,009.75	66,447.18	885,456.93	

Net Present Value  
10.75%

826,873.82  
=====

Dealer  
Distributor 1307  
Rate 13.00%  
Principal \$ 563,007.28  
NPV @ 10.75% \$ 568,756.52

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96					563,007.28
2	May-96	563,007.28	46,756.37		46,756.37	516,250.91
3	Jun-96	516,250.91	45,258.73	3,456.24	48,714.97	470,992.18
4	Jul-96	470,992.18	43,030.33	5,592.72	48,623.05	427,961.85
5	Aug-96	427,961.85	41,387.99	5,272.50	46,660.49	386,573.86
6	Sep-96	386,573.86	40,404.11	4,790.80	45,194.91	346,169.75
7	Oct-96	346,169.75	37,398.49	4,187.88	41,586.37	308,771.26
8	Nov-96	308,771.26	34,397.84	3,875.18	38,273.02	274,373.42
9	Dec-96	274,373.42	32,706.89	3,345.02	36,051.91	241,666.53
10	Jan-97	241,666.53	30,796.52	3,071.46	33,867.98	210,870.01
11	Feb-97	210,870.01	28,443.30	2,705.32	31,148.62	182,426.71
12	Mar-97	182,426.71	26,547.50	2,132.13	28,679.63	155,879.21
13	Apr-97	155,879.21	25,667.83	2,042.17	27,710.00	130,211.38
14	May-97	130,211.38	24,203.17	1,688.69	25,891.86	106,008.21
15	Jun-97	106,008.21	22,291.18	1,457.64	23,748.82	83,717.03
16	Jul-97	83,717.03	20,631.65	1,148.42	21,780.07	63,085.38
17	Aug-97	63,085.38	16,966.06	937.17	17,903.23	46,119.32
18	Sep-97	46,119.32	13,928.87	706.21	14,635.08	32,190.45
19	Oct-97	32,190.45	11,652.93	499.63	12,152.56	20,537.52
20	Nov-97	20,537.52	8,816.17	360.35	9,176.52	11,721.35
21	Dec-97	11,721.35	6,422.32	222.49	6,644.81	5,299.03
22	Jan-98	5,299.03	3,712.62	131.21	3,843.83	1,586.41
23	Feb-98	1,586.41	407.61	59.32	466.93	1,178.80
24	Mar-98	1,178.80	318.01	16.04	334.05	860.79
25	Apr-98	860.79	318.01	13.20	331.21	542.78
26	May-98	542.78	312.83	9.33	322.16	229.95
27	Jun-98	229.95	136.02	6.08	142.10	93.93
28	Jul-98	93.93	93.93	2.49	96.42	(0.00)
29	Aug-98	(0.00)	0.00	1.05	1.05	(0.00)
30	Sep-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
			563,007.28	47,730.72	610,738.00	

Net Present Value  
10.75%

568,756.52  
=====

EL-R J Leasing Corp.  
Johnson-Standley, CT  
Dealer  
Distributor 1309  
Rate 12.00%  
Principal \$ 3,453,213.92  
NPV @ 10.75% \$ 3,467,412.29

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96					3,453,213.92
2	May-96	3,453,213.92	291,692.31		291,692.31	3,161,521.81
3	Jun-96	3,161,521.61	282,751.83	19,568.21	302,320.04	2,878,769.78
4	Jul-96	2,878,769.78	275,697.93	31,615.22	307,313.15	2,603,071.85
5	Aug-96	2,603,071.85	265,210.79	29,747.29	294,958.08	2,337,861.06
6	Sep-96	2,337,861.06	247,949.22	26,898.41	274,847.63	2,089,911.84
7	Oct-96	2,089,911.84	226,089.89	23,378.61	249,468.50	1,863,821.95
8	Nov-96	1,863,821.95	220,355.61	21,595.76	241,951.37	1,643,466.34
9	Dec-96	1,643,466.34	197,565.60	18,638.22	216,203.82	1,445,900.74
10	Jan-97	1,445,900.74	181,601.39	16,982.49	198,583.88	1,264,299.35
11	Feb-97	1,264,299.35	170,440.19	14,940.97	185,381.16	1,093,859.16
12	Mar-97	1,093,859.16	158,650.32	11,800.13	170,450.45	935,208.84
13	Apr-97	935,208.84	144,941.37	11,303.21	156,244.58	790,267.47
14	May-97	790,267.47	137,393.20	9,352.09	146,745.29	652,874.27
15	Jun-97	652,874.27	121,566.41	8,166.10	129,732.51	531,307.86
16	Jul-97	531,307.86	111,881.41	6,528.74	118,410.15	419,426.45
17	Aug-97	419,426.45	99,097.48	5,490.18	104,587.66	320,328.97
18	Sep-97	320,328.97	84,334.33	4,334.07	88,668.40	235,994.64
19	Oct-97	235,994.64	69,047.73	3,203.29	72,251.02	166,946.91
20	Nov-97	166,946.91	59,482.42	2,438.61	61,921.03	107,484.49
21	Dec-97	107,464.49	45,862.20	1,669.47	47,531.67	61,602.29
22	Jan-98	61,602.29	24,649.38	1,110.47	25,759.85	36,952.91
23	Feb-98	36,952.91	10,014.45	636.56	10,651.01	26,938.46
24	Mar-98	26,938.46	8,945.07	344.89	9,289.96	17,993.39
25	Apr-98	17,993.39	6,854.08	278.36	7,132.44	11,139.31
26	May-98	11,139.31	3,689.08	179.93	3,869.01	7,450.23
27	Jun-98	7,450.23	2,252.63	115.11	2,367.74	5,197.60
28	Jul-98	5,197.60	1,765.93	74.50	1,840.43	3,431.67
29	Aug-98	3,431.67	1,765.93	53.71	1,819.64	1,665.74
30	Sept-98	1,665.74	730.38	34.32	764.70	935.36
31	Oct-98	935.36	712.50	16.66	729.16	222.86
32	Nov-98	222.85	117.72	9.67	127.39	105.14
33	Dec-98	105.14	105.14	2.23	107.37	(0.00)
34	Jan-99	(0.00)	0.00	1.09	1.09	(0.00)
			3,453,213.92	270,508.55	3,723,722.47	
					3,467,412.29	
					=====	

Net Present Value  
10.75%

Dealer  
Distributor 1445  
Rate 13.00%  
Principal \$ 995,858.16  
NPV @ 10.75% \$ 1,005,843.61

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96					995,858.16
2	May-96	995,858.16	84,863.73		84,863.73	910,994.43
3	Jun-96	910,994.43	82,081.38	6,113.46	88,194.84	828,913.05
4	Jul-96	828,913.05	78,240.61	9,869.11	88,109.72	750,672.44
5	Aug-96	750,672.44	74,753.03	9,279.22	84,032.25	675,919.41
6	Sep-96	675,919.41	68,932.42	8,403.36	77,335.78	606,986.99
7	Oct-96	606,986.99	68,189.12	7,322.46	75,511.58	638,797.87
8	Nov-96	538,797.87	60,945.81	6,794.88	67,740.69	477,852.06
9	Dec-96	477,852.06	59,397.88	5,836.98	65,234.86	418,454.18
10	Jan-97	418,454.18	56,287.79	5,349.29	61,637.08	362,166.39
11	Feb-97	362,166.39	53,688.72	4,684.36	58,373.08	308,477.67
12	Mar-97	308,477.67	48,849.22	3,661.90	52,511.12	259,628.45
13	Apr-97	259,628.45	44,598.70	3,453.24	48,051.94	215,029.75
14	May-97	215,029.75	38,411.94	2,812.64	41,224.58	176,617.81
15	Jun-97	176,617.81	32,857.20	2,407.14	35,264.34	143,760.61
16	Jul-97	143,760.61	31,165.99	1,913.36	33,079.35	112,594.62
17	Aug-97	112,594.62	27,962.41	1,609.32	29,571.73	84,632.21
18	Sep-97	84,632.21	26,877.39	1,260.43	28,137.82	57,754.82
19	Oct-97	57,754.82	23,064.61	916.85	23,981.46	34,690.21
20	Nov-97	34,690.21	12,962.84	646.53	13,609.37	21,727.37
21	Dec-97	21,727.37	10,788.21	375.81	11,164.02	10,939.16
22	Jan-98	10,939.16	4,493.18	243.23	4,736.41	6,445.98
23	Feb-98	6,445.98	1,255.01	122.46	1,377.47	5,190.97
24	Mar-98	5,190.97	1,250.40	65.18	1,315.58	3,940.57
25	Apr-98	3,940.57	1,132.92	58.11	1,191.03	2,807.65

26	May-98	2,807.65	1,587.80	42.69	1,630.49	1,219.85
27	Jun-98	1,219.85	437.23	31.43	468.66	782.62
28	Jul-98	782.62	291.40	13.22	304.62	491.22
29	Aug-98	491.22	293.47	8.76	302.23	197.75
30	Sep-98	197.75	145.70	5.50	151.20	52.05
31	Oct-98	52.05	52.05	2.14	54.19	(0.00)
32	Nov-98	(0.00)	0.00	0.58	0.58	(0.00)
33	Dec-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
34	Oct-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
				995,858.16	83,303.64	1,079,161.80

Net Present Value  
10.75%

1,005,843.61  
=====

Dealer  
Distributor 1446  
Rate 13.00%  
Principal \$ 884,342.45  
NPV @ 10.75% \$ 892,168.35

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
	----	-----	-----	-----	-----	-----
1	Apr-96					884,342.45
2	May-96	884,342.45	115,445.27		115,445.27	768,897.18
3	Jun-96	768,897.18	73,830.88	5,428.88	79,259.76	695,066.30
4	Jul-96	695,066.30	71,768.83	8,329.72	80,098.55	623,297.47
5	Aug-96	623,297.47	68,381.33	7,780.88	76,162.21	554,916.14
6	Sep-96	554,916.14	64,618.20	6,977.47	71,595.57	490,297.94
7	Oct-96	490,297.94	56,624.86	6,011.59	62,636.45	433,673.08
8	Nov-96	433,673.08	54,722.78	5,488.61	60,211.39	378,950.30
9	Dec-96	378,950.30	49,913.82	4,698.13	54,611.95	329,036.48
10	Jan-97	329,036.48	45,137.09	4,242.14	49,379.23	283,899.39
11	Feb-97	283,899.39	42,861.18	3,683.38	46,544.56	241,038.21
12	Mar-97	241,038.21	39,174.00	2,870.54	42,044.54	201,864.21
13	Apr-97	201,864.21	35,055.68	2,698.29	37,753.97	166,808.53
14	May-97	166,808.53	33,622.99	2,186.86	35,809.85	133,185.54
15	Jun-97	133,185.54	28,193.55	1,867.33	30,060.88	104,991.99
16	Jul-97	104,991.99	25,487.30	1,442.84	26,930.14	79,504.69
17	Aug-97	79,504.69	20,872.29	1,175.33	22,047.62	58,632.40
18	Sep-97	58,632.40	17,588.30	890.01	18,478.31	41,044.10
19	Oct-97	41,044.10	12,997.45	635.18	13,632.63	28,046.65
20	Nov-97	28,046.65	11,055.67	459.47	11,515.14	16,990.98
21	Dec-97	16,990.98	7,213.17	303.84	7,517.01	9,777.81
22	Jan-98	9,777.81	4,474.46	190.20	4,664.66	5,303.35
23	Feb-98	5,303.35	1,636.11	109.46	1,745.57	3,667.24
24	Mar-98	3,667.24	1,613.46	53.62	1,667.08	2,053.78
25	Apr-98	2,053.78	1,005.59	41.05	1,047.64	1,047.19
26	May-98	1,047.19	944.82	22.25	967.07	102.37
27	Jun-98	102.37	102.37	11.72	114.09	0.00
28	Jul-98	0.00	0.00	1.11	1.11	0.00
29	Aug-98	0.00	0.00	0.00	0.00	0.00
30	Sep-98	0.00	0.00	0.00	0.00	0.00
31	Oct-98	0.00	0.00	0.00	0.00	0.00
32	Nov-98	0.00	0.00	0.00	0.00	0.00
33	Dec-98	0.00	0.00	0.00	0.00	0.00
34	Jan-99	0.00	0.00	0.00	0.00	0.00
				884,342.45	67,599.90	951,942.35

Net Present Value  
10.75%

892,168.35  
=====

Dealer  
Distributor 2007  
Rate 13.00%  
Principal \$ 775,067.87  
NPV @ 10.75% \$ 783,501.92

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
	----	-----	-----	-----	-----	-----
1	Apr-96					775,067.87
2	May-96	775,067.87	54,871.68		54,871.68	720,196.19
3	Jun-96	720,196.19	54,143.76	4,758.06	58,901.82	666,052.43
4	Jul-96	666,052.43	53,661.52	7,802.13	61,463.65	612,390.91
5	Aug-96	612,390.91	53,622.41	7,456.09	61,078.50	558,768.50
6	Sep-96	558,768.50	53,463.56	8,866.38	60,318.94	505,304.94
7	Oct-96	505,304.94	51,721.52	6,053.33	57,774.85	453,583.42
8	Nov-96	453,583.42	49,568.89	5,656.61	55,225.50	404,014.53
9	Dec-96	404,014.53	48,002.06	4,913.82	52,915.88	356,012.47
10	Jan-97	356,012.47	44,935.85	4,522.72	49,458.57	311,076.62
11	Feb-97	311,076.62	42,931.02	3,985.36	46,916.38	268,145.60
12	Mar-97	268,145.60	40,308.49	3,145.33	43,453.82	227,837.11
13	Apr-97	227,837.11	36,688.75	3,001.74	36,690.49	191,148.36
14	May-97	191,148.36	35,352.05	2,468.24	37,820.29	155,796.31
15	Jun-97	155,796.31	32,645.33	2,139.80	34,785.13	123,150.98
16	Jul-97	123,150.98	28,232.24	1,687.79	29,920.03	94,918.74
17	Aug-97	94,918.74	25,490.25	1,378.61	26,868.86	69,428.49
18	Sep-97	69,428.49	22,262.18	1,062.56	23,324.74	47,166.31

19	Oct-97	47,166.31	16,850.45	752.14	17,602.59	30,315.86
20	Nov-97	30,315.86	14,812.30	528.00	15,340.30	15,503.56
21	Dec-97	15,503.56	8,482.19	328.42	8,810.61	7,021.37
22	Jan-98	7,021.37	3,532.43	173.55	3,705.98	3,488.94
23	Feb-98	3,488.94	755.34	78.60	833.94	2,733.60
24	Mar-98	2,733.60	570.78	35.28	606.06	2,162.82
25	Apr-98	2,162.82	433.46	30.60	464.06	1,729.36
26	May-98	1,729.36	346.01	23.43	369.44	1,383.35
27	Jun-98	1,383.35	346.01	19.36	365.37	1,037.34
28	Jul-98	1,037.34	346.01	14.99	361.00	691.33
29	Aug-98	691.33	346.01	11.61	357.82	345.32
30	Sep-98	345.32	345.32	7.74	353.06	(0.00)
31	Oct-98	(0.00)	0.00	3.74	3.74	(0.00)
32	Nov-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
33	Dec-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
34	Jan-99	(0.00)	0.00	(0.00)	(0.00)	(0.00)
			775,067.87	68,895.01	843,962.88	

Net Present Value 10.75% 783,501.92  
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Dealer  
Distributor 2242  
Rate 13.00%  
Principal \$ 644,841.83  
NPV @ 10.75% \$ 651,451.89

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96					644,841.83
2	May-96	644,841.83	56,963.50		56,963.50	587,878.33
3	Jun-96	587,878.33	55,715.20	3,958.61	59,673.81	532,163.13
4	Jul-96	532,163.13	51,562.61	6,368.68	57,931.29	480,600.52
5	Aug-96	480,600.52	46,836.84	5,957.27	52,794.11	433,763.68
6	Sep-96	433,763.68	43,663.88	5,380.08	49,043.94	390,099.80
7	Oct-96	390,099.80	40,073.47	4,699.11	44,772.58	350,026.33
8	Nov-96	350,026.33	38,872.04	4,366.95	43,238.99	311,154.29
9	Dec-96	311,154.29	37,181.62	3,791.95	40,973.57	273,972.67
10	Jan-97	273,972.67	35,243.83	3,483.20	38,726.83	238,729.04
11	Feb-97	238,729.04	32,159.98	3,066.97	35,226.95	206,569.06
12	Mar-97	206,569.06	29,463.88	2,413.82	31,877.70	177,105.18
13	Apr-97	177,105.18	27,464.28	2,312.43	29,776.69	149,640.92
14	May-97	149,640.92	26,408.64	1,918.64	28,327.28	123,232.28
15	Jun-97	123,232.28	23,671.30	1,675.15	26,346.45	99,560.98
16	Jul-97	99,560.98	20,172.77	1,335.02	21,507.79	79,388.21
17	Aug-97	79,388.21	17,549.88	1,114.53	18,664.41	61,838.33
18	Sep-97	61,838.33	14,889.37	888.71	15,778.08	46,948.96
19	Oct-97	46,948.96	13,179.53	669.92	13,849.45	33,769.43
20	Nov-97	33,769.43	12,188.30	525.57	12,713.87	21,581.13
21	Dec-97	21,581.13	9,173.00	365.84	9,538.84	12,408.13
22	Jan-98	12,408.13	5,488.24	241.59	5,729.83	6,919.89
23	Feb-98	6,919.89	1,809.18	138.90	1,948.08	5,110.71
24	Mar-98	5,110.71	1,536.74	69.97	1,606.71	3,573.97
25	Apr-98	3,573.97	987.30	57.21	1,044.51	2,586.67
26	May-98	2,586.67	609.50	38.72	648.22	1,977.17
27	Jun-98	1,977.17	604.45	28.96	633.41	1,372.72
28	Jul-98	1,372.72	609.57	21.42	630.99	763.15
29	Aug-98	763.15	377.35	15.37	392.72	385.80
30	Sep-98	385.80	384.71	8.54	393.25	1.09
31	Oct-98	1.09	1.09	4.18	5.27	(0.00)
32	Nov-98	(0.00)	0.00	0.01	0.01	(0.00)
33	Dec-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
34	Jan-99	(0.00)	0.00	(0.00)	(0.00)	(0.00)
			644,841.83	54,917.27	699,759.10	

Net Present Value 10.75% 651,451.89  
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Dealer  
Distributor 2325  
Rate 13.00%  
Principal \$ 505,176.66  
NPV @ 10.75% \$ 509,128.68

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96					505,176.66
2	May-96	505,176.66	89,919.42		89,919.42	415,257.24
3	Jun-96	415,257.24	43,189.26	3,101.22	46,290.48	372,067.98
4	Jul-96	372,067.98	40,482.62	4,498.62	44,981.24	331,585.36
5	Aug-96	331,585.36	36,223.90	4,165.09	40,388.99	295,361.46
6	Sep-96	295,361.46	34,178.20	3,711.91	37,890.11	261,183.26
7	Oct-96	261,183.26	30,891.67	3,199.75	34,091.42	230,291.59
8	Nov-96	230,291.59	29,807.06	2,923.80	32,730.86	200,484.53
9	Dec-96	200,484.53	29,245.47	2,494.83	31,740.30	171,239.06
10	Jan-97	171,239.06	24,167.45	2,244.31	26,411.76	147,071.61
11	Feb-97	147,071.61	24,555.86	1,916.93	26,472.79	122,515.75

12	Mar-97	122,515.75	23,713.00	1,487.06	25,200.06	98,802.75
13	Apr-97	98,802.75	19,570.73	1,371.50	20,942.23	79,232.02
14	May-97	79,232.02	18,606.24	1,070.36	19,676.60	60,625.78
15	Jun-97	60,625.78	17,483.40	886.96	18,370.36	43,142.38
16	Jul-97	43,142.38	11,684.75	656.78	12,341.53	31,457.63
17	Aug-97	31,457.63	7,338.13	482.95	7,821.08	24,119.50
18	Sep-97	24,119.50	6,272.85	352.15	6,625.00	17,846.65
19	Oct-97	17,846.65	4,216.32	261.29	4,477.61	13,630.33
20	Nov-97	13,630.33	3,366.93	199.78	3,566.71	10,263.40
21	Dec-97	10,263.40	3,860.98	147.66	4,008.64	6,402.42
22	Jan-98	6,402.42	2,892.23	114.89	3,007.12	3,510.19
23	Feb-98	3,510.19	1,215.65	71.67	1,287.32	2,294.54
24	Mar-98	2,294.54	569.21	35.49	604.70	1,725.33
25	Apr-98	1,725.33	569.21	25.69	594.90	1,158.12
26	May-98	1,156.12	663.87	18.69	682.56	492.25
27	Jun-98	492.25	492.25	12.94	505.19	(0.00)
28	Jul-98	(0.00)	0.00	5.33	5.33	(0.00)
29	Aug-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
30	Sep-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
31	Oct-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
32	Nov-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
33	Dec-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
34	Jan-99	(0.00)	0.00	(0.00)	(0.00)	(0.00)
			505,176.66	35,457.68	540,634.34	

Net Present Value  
10.75%

509,128.68  
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Dealer  
Distributor 2326  
Rate 13.00%  
Principal \$ 245,260.95  
NPV @ 10.75% \$ 247,280.34

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96					245,280.95
2	May-96	245,260.95	40,726.52		40,726.52	204,534.43
3	Jun-96	204,534.43	20,637.08	1,505.63	22,142.71	183,897.35
4	Jul-96	183,897.35	19,543.87	2,215.79	21,759.66	164,353.48
5	Aug-96	164,353.48	18,103.52	2,058.63	20,162.15	146,249.96
6	Sep-95	146,249.96	17,323.48	1,839.85	19,163.33	128,926.48
7	Oct-96	128,926.48	15,838.03	1,584.37	17,422.40	113,088.45
8	Nov-96	113,088.45	15,188.18	1,443.28	16,631.44	97,900.27
9	Dec-96	97,900.27	14,278.72	1,225.12	15,503.84	83,621.55
10	Jan-97	83,621.55	12,571.70	1,095.94	13,667.64	71,049.85
11	Feb-97	71,049.85	10,933.95	936.10	11,870.05	60,115.90
12	Mar-97	60,115.90	9,989.46	718.39	10,707.85	50,126.44
13	Apr-97	50,126.44	8,655.94	672.96	9,328.90	41,470.50
14	May-97	41,470.50	7,769.79	543.04	8,312.83	33,700.71
15	Jun-97	33,700.71	5,719.41	464.24	6,183.65	27,981.30
16	Jul-97	27,981.30	5,338.89	365.09	5,703.98	22,642.41
17	Aug-97	22,642.41	5,238.85	313.24	5,552.09	17,403.56
18	Sep-97	17,403.56	4,499.19	253.47	4,752.66	12,904.37
19	Oct-97	12,904.37	4,193.23	188.54	4,381.77	8,711.14
20	Nov-97	8,711.14	3,317.8	144.46	3,462.34	5,393.26
21	Dec-97	5,393.26	2,252.94	94.37	2,347.31	3,140.32
22	Jan-98	3,140.32	1,406.16	60.37	1,466.53	1,734.16
23	Feb-98	1,734.16	235.19	35.15	270.34	1,498.97
24	Mar-98	1,498.97	232.79	17.53	250.32	1,266.18
25	Apr-98	1,265.18	232.79	16.78	249.57	1,033.39
26	May-98	1,033.39	232.79	13.72	246.51	800.60
27	Jun-98	800.60	232.79	11.57	244.36	567.81
28	Jul-98	567.81	232.79	8.67	241.46	335.02
29	Aug-98	335.02	232.79	6.36	239.15	102.23
30	Sep-98	102.23	102-23	3.75	105.98	(0.00)
31	Oct-98	(0.00)	0.00	1.11	1.11	(0.00)
32	Nov-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
33	Dec-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
34	Jan-99	(0.00)	0.00	(0.00)	(0.00)	(0.00)
			245,260.95	17,837.50	263,098.45	

Net Present Value  
10.75%

247,280.34  
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Dealer  
Distributor 2341  
Rate 13.00%  
Principal \$ 958,462.05  
NPV @ 10.75% \$ 968,531.51

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96					958,462.05
2	May-96	958,462.05	75,871.40		75,871.40	882,590.65



3	Jun-96	882,590.65	75,087.63	5,883.89	80,971.52	807,503.02
4	Jul-96	807,503.02	72,756.26	9,561.40	82,317.66	734,746.76
5	Aug-96	734,748.76	69,553.33	9,039.55	78,592.88	665,193.43
6	Sep-96	665,193.43	67,242.65	8,225.08	75,467.73	597,950.78
7	Oct-96	597,950.78	63,893.01	7,206.26	71,099.27	534,057.77
8	Nov-96	534,057.77	60,022.41	6,693.73	66,716.14	474,035.36
9	Dec-96	474,035.36	58,036.37	5,785.63	63,822.00	415,998.99
10	Jan-97	415,998.99	53,579.14	5,306.56	58,885.70	362,419.85
11	Feb-97	362,419.85	48,820.84	4,656.88	53,477.72	313,599.01
12	Mar-97	313,599.01	46,007.20	3,664.47	49,871.67	267,591.81
13	Apr-97	267,591.81	40,728.28	3,510.57	44,238.83	226,863.55
14	May-97	226,863.55	38,948.32	2,898.91	41,847.23	187,915.23
15	Jun-97	187,915.23	35,132.63	2,539.61	37,672.24	152,782.60
16	Jul-97	152,782.60	33,717.00	2,035.75	35,752.75	119,065.60
17	Aug-97	119,065.60	28,930.89	1,710.32	30,641.21	90,134.71
18	Sep-97	90,134.71	25,414.55	1,332.87	26,747.42	64,720.18
19	Oct-97	84,720.16	19,520.22	976.46	20,496.68	45,199.94
20	Nov-97	45,199.94	15,441.42	724.51	16,165.93	29,758.52
21	Dec-97	29,758.52	12,438.29	489.67	12,927.96	17,320.23
22	Jan-98	17,320.23	8,739.86	333.13	7,072.99	10,580.37
23	Feb-98	10,580.37	3,071.22	193.89	3,285.11	7,509.15
24	Mar-98	7,509.15	2,814.87	106.98	2,921.65	4,694.48
25	Apr-98	4,694.48	2,172.83	84.06	2,256.59	2,521.65
26	May-98	2,521.65	1,035.68	50.86	1,086.54	1,485.97
27	Jun-98	1,485.97	1,039.96	28.23	1,068.19	446.01
28	Jul-98	446.01	446.01	16.10	462.11	0.00
29	Aug-98	0.00	0.00	4.99	4.99	0.00
30	Sep-98	0.00	0.00	0.00	0.00	0.00
31	Oct-98	0.00	0.00	0.00	0.00	0.00
32	Nov-98	0.00	0.00	0.00	0.00	0.00
33	Dec-98	0.00	0.00	0.00	0.00	0.00
34	Jan-99	0.00	0.00	0.00	0.00	0.00
			958,462.05	83,060.34	1,041,522.39	968,531.51

Net Present Value  
10.75%

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Dealer  
Distributor 2540  
Rate 13.00%  
Principal \$ 1,172,277.04  
NPV @ 10.75% \$ 1,182,357.29

DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS
1	Apr-96			
2	May-96	1,172,277.04	177,998.24	177,998.24
3	Jun-96	994,278.80	94,410.47	101,606.95
4	Jul-96	899,868.33	88,908.47	99,679.82
5	Aug-96	810,959.86	83,920.68	93,994.21
6	Sep-96	727,039.18	80,926.36	90,004.61
7	Oct-96	648,112.62	77,488.55	85,364.81
8	Nov-96	568,624.27	73,082.09	80,314.96
9	Dec-96	495,542.18	66,772.20	72,932.30
10	Jan-97	428,769.98	60,884.17	66,431.49
11	Feb-97	367,885.81	56,234.70	61,034.54
12	Mar-97	311,651.11	51,594.20	55,313.93
13	Apr-97	260,056.91	45,505.98	48,994.74
14	May-97	214,550.93	41,636.97	44,454.25
15	Jun-97	172,913.96	38,535.75	40,937.53
16	Jul-97	134,378.21	34,677.02	36,550.25
17	Aug-97	99,701.19	28,569.02	30,073.31
18	Sep-97	71,132.17	22,182.83	23,298.93
19	Oct-97	48,949.34	15,113.11	15,883.71
20	Nov-97	33,836.23	13,698.99	14,246.95
21	Dec-97	20,137.24	10,228.12	10,594.68
22	Jan-98	9,909.12	5,328.35	5,553.78
23	Feb-98	4,580.77	1,429.11	1,540.04
24	Mar-98	3,151.66	1,153.28	1,199.60
25	Apr-98	1,998.38	658.26	693.54
26	May-98	1,340.12	652.17	673.82
27	Jun-98	687.95	472.05	487.05
28	Jul-98	215.90	209.60	217.05
29	Aug-98	6.30	6.30	8.72
30	Sep-98	(0.00)	0.00	0.07
31	Oct-98	(0.00)	0.00	(0.00)
32	Nov-98	(0.00)	0.00	(0.00)
33	Dec-98	(0.00)	0.00	(0.00)
34	Jan-99	(0.00)	0.00	(0.00)
		1,172,277.04	87,806.83	1,260,083.87

Net Present Value  
10.75%

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ENDING PRINCIPAL

1	1,172,277.04
2	994,278.80

3	899,868.33
4	810,959.88
5	727,039.18
6	646,112.82
7	568,524.27
8	495,542.18
9	428,769.98
10	367,885.81
11	311,651.11
12	260,056.91
13	214,550.93
14	172,913.96
15	134,378.21
16	99,701.19
17	71,132.17
18	48,949.34
19	33,836.23
20	20,137.24
21	9,909.12
22	4,580.77
23	3,151.68
24	1,998.38
25	1,340.12
26	687.95
27	215.90
28	6.30
29	(0.00)
30	(0.00)
31	(0.00)
32	(0.00)
33	(0.00)
34	(0.00)

Net Present Value 10.75%

Dealer  
Distributor 2625  
Rate 13.00%  
Principal \$ 752,239.90  
NPV @ 10.75% \$ 759,725.86

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96					752,239.90
2	May-96	752,239.90	66,138.79		66,138.79	686,101.11
3	Jun-96	686,101.11	63,424.47	4,617.92	68,042.39	622,676.64
4	Jul-96	622,676.64	60,541.88	7,432.78	67,974.64	562,134.78
5	Aug-96	562,134.78	56,685.33	6,970.52	63,655.85	505,449.43
6	Sep-96	505,449.43	54,458.82	6,292.79	60,751.61	450,990.61
7	Oct-96	450,990.61	50,593.44	5,475.70	56,069.14	400,397.17
8	Nov-96	400,397.17	47,653.53	5,048.59	52,702.12	352,743.64
9	Dec-96	352,743.64	46,054.94	4,337.64	50,392.58	306,688.70
10	Jan-97	306,688.70	40,663.82	3,948.77	44,612.59	266,024.88
11	Feb-97	266,024.88	38,308.11	3,433.21	41,741.32	227,716.77
12	Mar-97	227,716.77	34,588.33	2,689.81	37,278.14	193,128.44
13	Apr-97	193,128.44	31,219.62	2,549.16	33,768.78	161,908.82
14	May-97	161,908.82	28,516.43	2,092.22	30,608.65	133,392.39
15	Jun-97	133,392.39	25,566.02	1,812.48	27,378.50	107,826.37
16	Jul-97	107,826.37	22,231.43	1,445.08	23,676.51	85,594.94
17	Aug-97	85,594.94	18,822.86	1,207.08	20,029.92	66,772.08
18	Sep-97	66,772.08	16,496.12	958.19	17,454.31	50,275.96
19	Oct-97	50,275.96	14,427.41	723.36	15,150.77	35,848.55
20	Nov-97	35,848.55	13,410.19	562.81	13,973.00	22,438.36
21	Dec-97	22,438.36	10,079.12	388.36	10,467.48	12,359.24
22	Jan-98	12,359.24	4,664.43	251.18	4,915.61	7,694.81
23	Feb-98	7,694.81	1,977.17	138.35	2,115.52	5,717.64
24	Mar-98	5,717.64	1,962.49	77.80	2,040.29	3,755.15
25	Apr-98	3,755.15	1,829.30	64.01	1,893.31	1,925.85
26	May-98	1,925.85	482.01	40.88	522.69	1,443.84
27	Jun-98	1,443.84	383.56	21.56	405.12	1,060.28
28	Jul-98	1,060.28	383.56	15.64	399.20	676.72
29	Aug-98	676.72	390.91	11.87	402.78	285.81
30	Sep-98	285.81	140.73	7.58	148.31	145.08
31	Oct-98	145.08	144.18	3.10	147.28	0.90
32	Nov-98	0.90	0.90	1.62	2.52	0.00
33	Dec-98	0.00	0.00	0.01	0.01	0.00
34	Jan-99	0.00	0.00	0.00	0.00	0.00
			752,239.90	62,619.83	814,859.73	

Net Present Value 10.75% 759,725.86

Class H. Inc.  
Dealer  
Distributor  
Rate 13.00%  
Principal \$ 56,048.04  
NPV @ 10.75% \$ 56,851.65

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96					56,048.04
2	May-96	56,048.04	2,802.40		2,802.40	53,245.64
3	Jun-96	53,245.64	2,802.40	344.07	3,148.47	50,443.24
4	Jul-96	50,443.24	2,802.40	576.83	3,379.23	47,640.84
5	Aug-96	47,640.84	2,802.40	564.68	3,367.08	44,838.44
6	Sep-96	44,838.44	2,802.40	533.31	3,335.71	42,036.04
7	Oct-96	42,036.04	2,802.40	485.75	3,288.15	39,233.64
8	Nov-96	39,233.64	2,802.40	470.57	3,272.97	36,431.24
9	Dec-96	36,431.24	2,802.40	425.03	3,227.43	33,628.84
10	Jan-97	33,628.84	2,802.40	407.83	3,210.23	30,826.44
11	Feb-97	30,826.44	2,802.40	376.46	3,178.86	28,024.04
12	Mar-97	26,024.04	2,802.40	311.69	3,114.09	25,221.64
13	Apr-97	25,221.64	2,802.40	313.71	3,116.11	22,419.24
14	May-97	22,419.24	2,802.40	273.23	3,075.63	19,616.84
15	Jun-97	19,616.84	2,802.40	250.97	3,053.37	16,814.44
16	Jul-97	16,814.44	2,802.40	212.52	3,014.92	14,012.04
17	Aug-97	14,012.04	2,802.40	188.23	2,990.63	11,209.64
18	Sep-97	11,209.64	2,802.40	156.88	2,959.26	8,407.24
19	Oct-97	8,407.24	2,802.40	121.44	2,923.84	5,604.84
20	Nov-97	5,604.84	2,802.40	94.11	2,896.51	2,802.44
21	Dec-97	2,802.44	2,802.44	60.72	2,883.16	0.00
22	Jan-98	0.00	0.00	31.37	31.37	0.00
23	Feb-98	0.00	0.00	0.00	0.00	0.00
24	Mar-98	0.00	0.00	0.00	0.00	0.00
25	Apr-98	0.00	0.00	0.00	0.00	0.00
26	May-98	0.00	0.00	0.00	0.00	0.00
27	Jun-98	0.00	0.00	0.00	0.00	0.00
28	Jul-98	0.00	0.00	0.00	0.00	0.00
			56,048.04	6,199.38	52,247.42	

Net Present Value  
10.75%

56,851.65  
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Mimark Enterprises  
Rate 13.00%  
Principal \$ 71,262.46  
NPV @ 10.75% \$ 72,279.59

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96					71,262.46
2	May-96	71,262.46	3,577.22		3,577.22	67,685.24
3	Jun-96	67,685.24	3,577.22	437.47	4,014.69	64,108.02
4	Jul-96	64,108.02	3,577.22	733.26	4,310.48	60,530.80
5	Aug-96	60,530.80	3,577.22	717.65	4,294.87	56,953.58
6	Sep-96	56,953.58	3,577.22	677.61	4,254.83	53,376.36
7	Oct-96	53,376.36	3,577.22	617.00	4,194.22	49,799.14
8	Nov-96	49,799.14	3,577.22	597.52	4,174.74	46,221.92
9	Dec-96	46,221.92	3,577.22	539.49	4,116.71	42,644.70
10	Jan-97	42,644.70	3,577.22	517.43	4,094.65	39,067.48
11	Feb-97	39,067.48	3,577.22	477.38	4,054.60	35,490.26
12	Mar-97	35,490.26	3,577.22	395.02	3,972.24	31,913.04
13	Apr-97	31,913.04	3,577.22	397.29	3,974.51	28,335.82
14	May-97	28,335.82	3,577.22	345.72	3,922.94	24,758.60
15	Jun-97	24,758.60	3,577.22	317.20	3,894.42	21,181.38
16	Jul-97	21,181.38	3,577.22	268.22	3,845.44	17,604.16
17	Aug-97	17,604.16	3,577.22	237.11	3,814.33	14,026.94
18	Sep-97	14,026.94	3,577.22	197.07	3,774.29	10,449.72
19	Oct-97	10,449.72	3,577.22	151.96	3,729.18	6,872.50
20	Nov-97	6,872.50	3,577.22	116.98	3,694.20	3,295.28
21	Dec-97	3,295.28	3,295.28	74.45	3,369.73	0.00
22	Jan-98	0.00	0.00	36.89	36.89	0.00
23	Feb-98	0.00	0.00	0.00	0.00	0.00
24	Mar-98	0.00	0.00	0.00	0.00	0.00
25	Apr-98	0.00	0.00	0.00	0.00	0.00
26	May-98	0.00	0.00	0.00	0.00	0.00
27	Jun-98	0.00	0.00	0.00	0.00	0.00
28	Jul-98	0.00	0.00	0.00	0.00	0.00
29	Aug-98	0.00	0.00	0.00	0.00	0.00
			71,262.46	7,852.73	79,115.19	

Net Present Value  
10.75%

72,279.59  
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McCabe Enterprises  
Rate 13.00%  
Principal \$ 425,643.01  
NPV @ 10.75% \$ 430,258.73

BEGINNING PRINCIPAL INTEREST TOTAL ENDING

	DATE	PRINCIPAL	PAYMENTS	PAYMENTS	PAYMENTS	PRINCIPAL
1	Apr-96					425,643.01
2	May-96	425,643.01	27,232.19		27,232.19	398,410.82
3	Jun-96	398,410.82	27,232.19	2,612.98	29,845.17	371,178.63
4	Jul-96	371,178.83	27,232.19	4,316.12	31,548.31	343,946.44
5	Aug-96	343,946.44	27,232.19	4,155.14	31,387.33	316,714.25
6	Sep-96	316,714.25	27,232.19	3,850.29	31,082.48	289,482.06
7	Oct-96	289,482.06	27,232.19	3,431.07	30,663.26	262,249.87
8	Nov-96	262,249.87	27,232.19	3,240.59	30,472.78	235,017.68
9	Dec-96	235,017.68	27,232.19	2,841.04	30,073.23	207,785.49
10	Jan-97	207,785.49	27,232.19	2,630.89	29,863.08	180,553.30
11	Feb-97	180,553.30	27,232.19	2,326.04	29,558.23	153,321.11
12	Mar-97	153,321.11	27,232.19	1,825.59	29,057.78	126,088.92
13	Apr-97	126,088.92	27,232.19	1,716.34	28,948.53	98,856.73
14	May-97	98,856.73	27,232.19	1,365.96	28,598.15	71,624.54
15	Jun-97	71,624.54	27,232.19	1,106.65	28,338.84	44,392.35
16	Jul-97	44,392.35	9,575.04	775.93	10,350.97	34,817.31
17	Aug-97	34,817.31	9,575.04	496.95	10,071.99	25,242.27
18	Sep-97	25,242.27	9,348.58	389.76	9,738.34	15,893.69
19	Oct-97	15,893.69	6,711.59	273.46	6,985.05	9,182.10
20	Nov-97	9,182.10	5,523.99	177.92	5,701.91	3,658.11
21	Dec-97	3,658.11	3,658.11	99.47	3,757.58	0.00
22	Jan-98	0.00	0.00	40.95	40.95	0.00
23	Feb-98	0.00	0.00	0.00	0.00	0.00
24	Mar-98	0.00	0.00	0.00	0.00	0.00
25	Apr-98	0.00	0.00	0.00	0.00	0.00
26	May-98	0.00	0.00	0.00	0.00	0.00
27	Jun-98	0.00	0.00	0.00	0.00	0.00
28	Jul-98	0.00	0.00	0.00	0.00	0.00
29	Aug-98	0.00	0.00	0.00	0.00	0.00
			425,643.01	37,673.13	483,316.16	

Net Present Value 10.75% 430,258.73  
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Rose Development Corp  
Rate 13.00%  
Principal \$ 1,031,298.20  
NPV @ 10.75% \$ 1,042,437.12

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96					1,031,298.20
2	May-96		103,490.27		103,490.27	927,807.93
3	Jun-96	1,031,298.20	74,971.32	6,331.03	81,302.35	852,836.61
4	Jul-96	852,836.61	74,971.32	10,051.26	85,022.57	777,865.29
5	Aug-96	777,865.29	74,971.32	9,547.03	84,518.35	702,893.97
6	Sep-96	702,893.97	60,711.85	8,707.77	69,419.62	642,182.12
7	Oct-96	642,182.12	60,711.85	7,614.68	68,326.53	581,470.27
8	Nov-96	581,470.27	60,711.85	7,188.87	67,900.72	520,758.42
9	Dec-96	520,758.42	51,205.53	6,299.26	57,504.79	469,552.89
10	Jan-97	469,552.89	51,205.53	5,829.60	57,035.13	418,347.36
11	Feb-97	418,347.36	51,205.53	5,256.38	56,461.91	367,141.83
12	Mar-97	367,141.83	44,075.79	4,229.96	48,305.75	323,066.04
13	Apr-97	323,066.04	44,075.79	4,109.95	48,185.74	278,990.25
14	May-97	278,990.25	44,075.79	3,499.88	47,575.67	234,914.46
15	Jun-97	234,914.46	38,372.01	3,123.14	41,495.15	196,542.45
16	Jul-97	196,542.45	38,372.01	2,544.91	40,916.92	158,170.44
17	Aug-97	158,170.44	38,372.01	2,200.18	40,572.19	119,798.43
18	Sep-97	119,798.43	33,618.85	1,770.63	35,389.48	86,179.58
19	Oct-97	86,179.58	33,618.85	1,297.82	34,916.67	52,560.73
20	Nov-97	52,560.73	33,618.85	964.73	34,583.58	18,941.88
21	Dec-97	18,941.88	18,941.88	569.41	19,511.29	(0.00)
22	Jan-98	(0.00)	0.00	212.04	212.04	(0.00)
23	Feb-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
24	Mar-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
25	Apr-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
26	May-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
27	Jun-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
28	Jul-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
29	Aug-98	(0.00)	0.00	(0.00)	(0.00)	(0.00)
			1,031,298.20	91,348.53	1,122,646.73	

Net Present Value 10.75% 1,042,437.12  
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ABC  
Rate 13.25%  
Principal \$ 365,855.41  
NPV @ 10.75% \$ 376,765.48

DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
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1	Apr-96			0			365,855.41
2	May-96	365,855.41	10,453.01		10,453.01		355,402.40
3	Jun-96	355,402.40	10,453.01	2,289.14	12,742.15		344,949.39
4	Jul-96	344,949.39	10,453.01	3,924.23	14,377.24		334,496.38
5	Aug-96	334,496.38	10,453.01	3,935.78	14,388.79		324,043.37
6	Sep-96	324,043.37	10,453.01	3,816.51	14,269.52		313,590.36
7	Oct-96	313,590.36	10,453.01	3,577.98	14,030.99		303,137.35
8	Nov-96	303,137.35	10,453.01	3,577.98	14,030.99		292,684.34
9	Dec-96	292,684.34	10,453.01	3,347.14	13,800.15		282,231.33
10	Jan-97	282,231.33	10,453.01	3,339.45	13,792.46		271,778.32
11	Feb-97	271,778.32	10,453.01	3,220.18	13,673.19		261,325.31
12	Mar-97	261,325.31	10,453.01	2,800.83	13,253.84		250,872.30
13	Apr-97	250,872.30	10,453.01	2,981.85	13,434.66		240,419.29
14	May-97	240,419.29	10,453.01	2,770.05	13,223.06		229,966.28
15	Jun-97	229,966.28	10,453.01	2,743.12	13,196.13		219,513.27
16	Jul-97	219,513.27	10,453.01	2,539.21	12,992.22		209,060.26
17	Aug-97	209,060.26	10,453.01	2,504.59	12,957.60		198,607.25
18	Sep-97	198,607.25	10,453.01	2,385.32	12,838.33		188,154.24
19	Oct-97	188,154.24	10,453.01	2,192.96	12,645.97		177,701.23
20	Nov-97	177,701.23	10,453.01	2,146.79	12,599.80		167,248.22
21	Dec-97	167,248.22	10,453.01	1,962.12	12,415.13		156,795.21
22	Jan-98	156,795.21	10,453.01	1,908.26	12,381.27		146,342.20
23	Feb-98	146,342.20	10,453.01	1,788.99	12,242.00		135,889.19
24	Mar-98	135,889.19	10,453.01	1,508.14	11,981.15		125,436.18
25	Apr-98	125,436.18	10,453.01	1,550.46	12,003.47		114,983.17
26	May-98	114,983.17	10,453.01	1,385.02	11,838.03		104,530.16
27	Jun-98	104,530.16	10,453.01	1,311.93	11,764.94		94,077.15
28	Jul-98	94,077.15	10,453.01	1,154.19	11,607.20		83,624.14
29	Aug-98	83,624.14	10,453.01	1,073.39	11,526.40		73,171.13
30	Sep-98	73,171.13	10,453.01	954.13	11,407.14		62,718.12
31	Oct-98	62,718.12	10,453.01	807.93	11,260.94		52,265.11
32	Nov-98	52,265.11	10,453.01	715.60	11,168.61		41,812.10
33	Dec-98	41,812.10	10,453.01	577.09	11,030.10		31,359.09
34	Jan-99	31,359.09	10,453.01	477.08	10,930.07		20,906.08
35	Feb-99	20,906.08	10,453.01	357.80	10,810.81		10,453.07
36	Mar-99	10,453.07	10,453.07	215.45	10,668.52		0.00
				119.27	119.27		0.00
			365,855.41	71,959.71	437,815.12		

Net Present Value  
10.75%

376,765.48  
=====

Dancorp  
Rate 14.25%  
Principal \$ 255,857.66  
NPV @ 10.75% \$ 265.931.26

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96			0		255,857.66
2	May-96	255,857.66	7,955.55		7,995.55	247,862.11
3	Jun-96	247,862.11	7,995.55	1,721.71	9,717.26	239,868.56
4	Jul-96	239,866.56	7,995.55	2,943.36	10,938.91	231,871.01
5	Aug-96	231,871.01	7,995.55	2,943.36	10,938.91	223,875.46
6	Sep-96	223,875.46	7,995.55	2,845.25	10,840.80	215,879.91
7	Oct-96	215,879.91	7,995.55	2,658.52	10,654.07	207,884.36
8	Nov-96	207,884.36	7,995.55	2,649.03	10,644.58	199,888.81
9	Dec-96	199,888.51	7,995.55	2,468.63	10,464.18	191,893.26
10	Jan-97	191,893.26	7,995.55	2,452.80	10,448.35	183,897.71
11	Feb-97	183,897.71	7,995.55	2,354.69	10,350.24	175,902.16
12	Mar-97	175,902.16	7,995.55	2,038.20	10,033.75	167,906.61
13	Apr-97	167,906.61	7,995.55	2,158.47	10,154.02	159,911.06
14	May-97	159,911.06	7,995.55	1,993.89	9,969.44	151,915.51
15	Jun-97	151,915.51	7,995.55	1,962.24	9,957.79	143,919.96
16	Jul-97	143,919.96	7,995.55	1,804.00	9,799.56	135,924.41
17	Aug-97	135,924.41	7,995.55	1,766.02	9,761.57	127,928.86
18	Sep-97	127,928.86	7,995.55	1,667.91	9,663.46	119,933.31
19	Oct-97	119,933.31	7,995.55	1,519.16	9,514.71	111,937.76
20	Nov-97	111,937.76	7,995.55	1,471.68	9,467.23	103,942.21
21	Dec-97	103,942.21	7,995.55	1,329.25	9,324.81	95,946.66
22	Jan-98	95,946.66	7,995.55	1,275.46	9,271.01	87,951.11
23	Feb-98	87,951.11	7,995.55	1,177.35	9,172.90	79,955.56
24	Mar-98	79,955.58	7,995.55	974.79	8,970.34	71,960.01
25	Apr-98	71,960.01	7,995.55	981.12	8,976.67	63,964.46
26	May-98	63,964.46	7,995.55	854.53	8,850.08	55,968.91
27	Jun-98	55,968.91	7,995.55	784.90	8,780.45	47,973.36
28	Jul-98	47,973.38	7,995.55	664.63	8,660.18	39,977.81
29	Aug-98	39,977.81	7,995.55	588.67	8,584.22	31,982.26
30	Sep-98	31,982.26	7,995.55	490.56	8,486.11	23,987.71
31	Oct-98	23,986.71	7,995.55	379.79	8,375.34	15,991.16
32	Nov-98	15,991.16	7,995.55	294.34	8,289.89	7,995.61
33	Dec-98	7,995.61	7,995.61	189.90	8,185.51	0.00
34	Jan-99	0.00	0	98.11	98.11	0.00
35	Feb-99	0.00	0	0.00	0.00	0.00
36	Mar-99	0.00	0	0.00	0.00	0.00
			355,857.66	49,502.31	305,359.97	

Net Present Value

265,931.26

H&M TV  
 Rate 14.25%  
 Principal \$ 500,235.14  
 NPV @ 10.75% \$ 521,146.72

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96		0			500,235.14
2	May-96	500,235.14	14,712.79		14,712.79	485,522.35
3	Jun-96	485,522.35	14,712.79	3,366.17	18,078.96	470,809.56
4	Jul-96	470,809.56	14,712.79	5,765.58	20,478.37	456,096.77
5	Aug-96	456,096.77	14,712.79	5,777.23	20,490.02	441,383.98
6	Sep-96	441,383.98	14,712.79	5,596.69	20,309.48	426,671.19
7	Oct-96	426,671.19	14,712.79	5,241.43	19,954.22	411,958.40
8	Nov-96	411,958.40	14,712.79	5,236.61	19,948.40	397,245.61
9	Dec-96	397,245.61	14,712.79	4,892.01	19,604.80	382,532.82
10	Jan-97	382,532.82	14,712.79	4,874.53	19,587.32	367,820.03
11	Feb-97	367,820.03	14,712.79	4,694.00	19,406.79	353,107.24
12	Mar-97	353,107.24	14,712.79	4,076.67	18,789.46	338,394.45
13	Apr-97	338,394.45	14,712.79	4,332.92	19,045.71	323,681.66
14	May-97	323,681.66	14,712.79	4,018.43	18,731.22	308,968.87
15	Jun-97	308,968.87	14,712.79	3,971.84	18,684.63	294,256.08
16	Jul-97	294,256.08	14,712.79	3,669.01	18,381.80	279,543.29
17	Aug-97	279,543.29	14,712.79	3,610.77	18,323.56	264,830.50
18	Sep-97	264,830.50	14,712.79	3,430.23	18,143.02	250,117.71
19	Oct-97	250,117.71	14,712.79	3,144.86	17,857.65	235,404.92
20	Nov-97	235,404.92	14,712.79	3,069.15	17,781.94	220,692.13
21	Dec-97	220,692.13	14,712.79	2,795.43	17,508.22	205,979.34
22	Jan-98	205,979.34	14,712.79	2,708.08	17,420.87	191,266.55
23	Feb-98	191,266.55	14,712.79	2,527.54	17,240.33	176,553.76
24	Mar-98	176,553.76	14,712.79	2,119.87	16,832.66	161,840.97
25	Apr-98	161,840.97	14,712.79	2,166.46	16,879.25	147,128.18
26	May-98	147,128.18	14,712.79	1,921.86	16,634.65	132,415.39
27	Jun-98	132,415.39	14,712.79	1,805.39	16,518.18	117,702.60
28	Jul-98	117,702.60	14,712.79	1,572.43	16,285.22	102,989.81
29	Aug-98	102,989.81	14,712.79	1,444.31	16,157.10	88,277.02
30	Sep-98	88,277.02	14,712.79	1,263.77	15,976.56	73,564.23
31	Oct-98	73,564.23	14,712.79	1,048.29	15,761.08	58,851.44
32	Nov-98	58,851.44	14,712.79	902.69	15,615.48	44,138.65
33	Dec-98	44,138.65	14,712.79	698.86	15,411.65	29,425.86
34	Jan-99	29,425.86	14,712.79	541.62	15,254.41	14,713.07
35	Feb-99	14,713.07	14,713.07	361.08	15,074.15	0.00
36	Mar-99	0.00	0	163.07	163.07	0.00
				0.00	0.00	0.00
			500,235.14	102,807.88	603,043.02	

Net Present Value  
 10.75%

521,146.72  
 =====

JLJ Enterprises  
 Rate 12.00%  
 Principal \$ 62,175.46  
 NPV @ 10.75% \$ 62,922.29

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96		0			62,175.46
2	May-96	62,175.46	1,942.98		1,942.98	60,232.48
3	Jun-96	60,232.48	1,942.98	352.33	2,295.31	58,289.50
4	Jul-96	58,289.50	1,942.98	602.32	2,545.30	56,346.52
5	Aug-96	56,346.52	1,942.98	602.32	2,545.30	54,403.54
6	Sep-96	54,403.54	1,942.98	582.25	2,525.23	52,460.55
7	Oct-96	52,460.56	1,942.98	544.04	2,487.02	50,517.58
8	Nov-96	50,517.58	1,942.98	542.09	2,485.07	48,574.60
9	Dec-96	48,574.60	1,942.98	505.18	2,448.16	46,631.62
10	Jan-97	46,631.62	1,942.98	501.94	2,444.92	44,688.64
11	Feb-97	44,688.64	1,942.98	481.86	2,424.84	42,745.66
12	Mar-97	42,745.66	1,942.98	417.09	2,360.07	40,802.68
13	Apr-97	40,802.68	1,942.98	441.71	2,384.69	38,859.70
14	May-97	38,859.70	1,942.98	408.03	2,351.01	36,916.72
15	Jun-97	36,916.72	1,942.98	401.55	2,344.53	34,973.74
16	Jul-97	34,973.74	1,942.98	369.17	2,312.15	33,030.76
17	Aug-97	33,030.76	1,942.98	361.40	2,304.38	31,087.78
18	Sep-97	31,087.78	1,942.98	341.32	2,284.30	29,144.80
19	Oct-97	29,144.80	1,942.98	310.88	2,253.86	27,201.82
20	Nov-97	27,201.82	1,942.98	301.16	2,244.14	25,258.84
21	Dec-97	25,258.84	1,942.98	272.02	2,215.00	23,315.86
22	Jan-98	23,315.86	1,942.98	261.01	2,203.99	21,372.88
23	Feb-98	21,372.88	1,942.98	240.93	2,183.91	19,429.90
24	Mar-98	19,429.90	1,942.98	199.48	2,142.46	17,486.92
25	Apr-98	17,486.92	1,942.98	200.78	2,143.76	15,543.94
26	May-98	15,543.94	1,942.98	174.87	2,117.85	13,600.96
27	Jun-98	13,600.96	1,942.98	160.62	2,103.60	11,657.98

28	Jul-98	11,657.98	1,942.98	136.01	2,078.99	9,715.00
29	Aug-98	9,715.00	1,942.98	120.47	2,063.45	7,772.02
30	Sep-98	7,772.02	1,942.98	100.39	2,043.37	5,829.04
31	Oct-98	5,829.04	1,942.98	77.72	2,020.70	3,886.06
32	Nov-98	3,886.06	1,942.98	60.23	2,003.21	1,943.08
33	Dec-98	1,943.08	1,943.08	38.86	1,981.94	(0.00)
34	Jan-99	(0.00)	0	20.08	20.08	(0.00)
35	Feb-99	(0.00)	0	(0.00)	(0.00)	(0.00)
36	Mar-99	(0.00)	0	(0.00)	(0.00)	0.00
				(0.00)	(0.00)	0.00
			62,175.46	10,130.08	72,305.54	

Net Present Value  
10.75%

62,922.29  
=====

Kentex  
Rate 14.25%  
Principal \$ 267,155.81  
NPV @ 10.75% \$ 277,674.20

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96		0			267,155.81
2	May-96	267,155.81	8,348.65		8,348.65	258,807.16
3	Jun-96	258,807.16	8,348.65	1,797.74	10,146.39	250,458.51
4	Jul-96	250,458.51	8,348.65	3,073.34	11,421.99	242,109.86
5	Aug-96	242,109.86	8,348.65	3,073.33	11,421.98	233,761.21
6	Sep-96	233,761.21	8,348.65	2,970.89	11,319.54	225,412.56
7	Oct-96	225,412.56	8,348.65	2,775.91	11,124.56	217,063.91
8	Nov-96	217,063.91	8,348.85	2,786.00	11,114.65	208,715.26
9	Dec-96	208,715.26	8,348.65	2,577.63	10,926.28	200,366.61
10	Jan-97	200,366.61	8,348.65	2,561.11	10,909.76	192,017.96
11	Feb-97	192,017.96	8,348.65	2,458.67	10,807.32	183,669.31
12	Mar-97	183,669.31	8,348.65	2,128.20	10,476.85	175,320.66
13	Apr-97	175,320.66	8,348.65	2,253.78	10,602.43	166,972.01
14	May-97	166,972.01	8,348.65	2,081.93	10,430.58	158,623.36
15	Jun-97	158,623.36	8,348.65	2,048.89	10,397.54	150,274.71
16	Jul-97	150,274.71	8,348.65	1,883.65	10,232.30	141,926.06
17	Aug-97	141,926.06	8,348.65	1,844.00	10,192.65	133,577.41
18	Sep-97	133,577.41	8,348.65	1,741.55	10,090.20	125,228.76
19	Oct-97	125,228.76	8,348.65	1,586.23	9,934.88	116,880.11
20	Nov-97	116,880.11	8,348.65	1,536.66	9,885.31	108,531.46
21	Dec-97	108,531.46	8,348.65	1,387.95	9,736.60	100,182.81
22	Jan-98	100,182.81	8,348.65	1,331.77	9,680.42	91,834.16
23	Feb-98	91,834.16	8,348.65	1,229.33	9,577.98	83,485.51
24	Mar-98	83,485.51	8,348.65	1,017.83	9,366.48	75,136.88
25	Apr-98	75,136.86	8,348.65	1,024.44	9,373.09	66,788.21
26	May-98	66,788.21	8,348.65	892.25	9,240.90	58,439.56
27	Jun-98	58,439.56	8,348.65	819.55	9,168.20	50,090.91
28	Jul-98	50,090.91	8,348.65	693.97	9,042.62	41,742.26
29	Aug-98	41,742.26	8,348.65	614.66	8,963.31	33,393.61
30	Sep-98	33,393.61	8,348.65	512.21	8,860.86	25,044.96
31	Oct-98	25,044.96	8,348.65	396.55	8,745.20	16,696.31
32	Nov-98	16,696.31	8,348.65	307.32	8,655.97	8,347.66
33	Dec-98	8,347.66	8,347.66	198.27	8,545.93	(0.00)
34	Jan-99	(0.00)	0	102.43	102.43	(0.00)
35	Feb-99	(0.00)	0	(0.00)	(0.00)	(0.00)
36	Mar-99	(0.00)	0	(0.00)	(0.00)	(0.00)
				(0.00)	(0.00)	0.00
			267,155.81	51,688.03	318,843.84	

Net Present Value  
10.75%

277,674.20  
=====

MAYO  
Rate 14.25%  
Principal \$ 250,777.57  
NPV @ 10.75% \$ 258,180.94

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96		0			250,777.57
2	May-96	250,777.57	13,930.69		13,930.69	236,846.88
3	Jun-96	236,846.88	13,930.69	1,687.52	15,618.21	222,916.19
4	Jul-96	222,916.19	13,930.69	2,812.56	16,743.25	208,985.50
5	Aug-96	208,985.50	13,930.69	2,735.37	16,666.06	195,054.81
6	Sep-96	195,054.81	13,930.69	2,564.43	16,495.12	181,124.12
7	Oct-96	181,124.12	13,930.69	2,316.28	16,246.97	167,193.43
8	Nov-96	167,193.43	13,930.69	2,222.54	16,153.23	153,262.74
9	Dec-96	153,262.74	13,930.69	1,985.42	15,916.11	139,332.05
10	Jan-97	139,332.05	13,930.69	1,880.66	15,811.35	125,401.36
11	Feb-97	125,401.36	13,930.69	1,709.72	15,640.41	111,470.67
12	Mar-97	111,470.67	13,930.69	1,389.87	15,320.56	97,539.98
13	Apr-97	97,539.98	13,930.69	1,367.84	15,298.53	83,609.29
14	May-97	83,609.29	13,930.69	1,158.29	15,088.98	69,678.60

15	Jun-97	69,678.60	13,930.69	1,025.96	14,956.65	55,747.91
16	Jul-97	55,747.91	13,930.69	827.43	14,758.12	41,817.22
17	Aug-97	41,817.22	13,930.69	684.07	14,614.76	27,886.53
18	Sep-97	27,886.53	13,930.69	513.13	14,443.82	13,955.85
19	Oct-97	13,955.84	13,955.84	331.15	14,286.99	0.00
20	Nov-97	0.00	0	171.25	171.25	0.00
21	Dec-97	0.00	0	0.00	0.00	0.00
22	Jan-98	0.00	0	0.00	0.00	0.00
23	Feb-98	0.00	0	0.00	0.00	0.00
24	Mar-98	0.00	0	0.00	0.00	0.00
25	Apr-98	0.00	0	0.00	0.00	0.00
26	May-98	0.00	0	0.00	0.00	0.00
27	Jun-98	0.00	0	0.00	0.00	0.00
28	Jul-98	0.00	0	0.00	0.00	0.00
29	Aug-98	0.00	0	0.00	0.00	0.00
30	Sep-98	0.00	0	0.00	0.00	0.00
31	Oct-98	0.00	0	0.00	0.00	0.00
32	Nov-98	0.00	0	0.00	0.00	0.00
33	Dec-98	0.00	0	0.00	0.00	0.00
34	Jan-99	0.00	0	0.00	0.00	0.00
35	Feb-99	0.00	0	0.00	0.00	0.00
36	Mar-99	0.00	0	0.00	0.00	0.00
				0.00	0.00	0.00
			260,777.57	27,383.49	278,161.06	

Net Present Value 10.75% 256,180.94  
=====

McCabe  
Rate 14.25%  
Principal \$ 200,000.00  
NPV @ 10.75% \$ 207,381.06

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96		0			200,000.00
2	May-96	200,000.00	6,666.67		6,666.67	193,333.33
3	Jun-96	193,333.33	6,666.67	1,345.83	8,012.50	186,666.66
4	Jul-96	186,666.66	6,666.67	2,295.83	8,962.50	179,999.99
5	Aug-96	179,999.99	6,666.67	2,290.56	8,957.23	173,333.32
6	Sep-96	173,333.32	6,666.67	2,208.75	8,875.42	166,666.65
7	Oct-96	166,666.65	6,666.67	2,058.33	8,725.00	159,999.98
8	Nov-96	159,999.98	6,666.67	2,045.14	8,711.81	153,333.31
9	Dec-96	153,333.31	6,666.67	1,900.00	8,566.67	146,666.64
10	Jan-97	146,666.64	6,666.67	1,881.53	8,548.20	139,999.97
11	Feb-97	139,999.97	6,666.67	1,799.72	8,466.39	133,333.30
12	Mar-97	133,333.30	6,666.67	1,551.67	8,218.34	126,666.63
13	Apr-97	126,666.83	6,666.67	1,636.11	8,302.78	119,999.96
14	May-97	119,999.96	6,666.67	1,504.17	8,170.84	113,333.29
15	Jun-97	113,333.29	6,666.67	1,472.50	8,139.17	106,666.62
16	Jul-97	106,666.62	6,666.67	1,345.83	8,012.50	99,999.95
17	Aug-97	99,999.95	6,666.67	1,308.89	7,975.56	93,333.28
18	Sep-97	93,333.28	6,666.67	1,227.08	7,893.75	85,666.61
19	Oct-97	85,666.61	6,666.67	1,108.33	7,775.00	79,999.94
20	Nov-97	79,999.94	6,666.67	1,063.74	7,730.14	73,333.27
21	Dec-97	73,333.27	6,666.67	950.00	7,616.67	66,666.60
22	Jan-98	66,666.60	6,666.67	899.86	7,566.53	59,999.93
23	Feb-98	59,999.93	6,666.67	818.05	7,484.72	53,333.26
24	Mar-98	53,333.26	6,666.67	665.00	7,331.67	46,856.59
25	Apr-98	48,856.59	6,666.67	654.44	7,321.11	39,999.92
26	May-98	39,999.92	6,666.67	554.17	7,220.84	33,333.25
27	Jun-98	33,333.25	6,666.67	490.83	7,157.50	26,666.58
28	Jul-98	26,666.58	6,666.67	395.83	7,062.50	19,999.91
29	Aug-98	19,999.91	6,666.67	327.22	6,993.89	13,333.24
30	Sep-98	13,333.24	6,666.67	245.42	6,912.09	6,666.57
31	Oct-98	6,666.57	6,666.67	158.33	6,824.90	(0.00)
32	Nov-98	(0.00)	0	81.80	81.80	(0.00)
33	Dec-98	(0.00)	0	(0.00)	(0.00)	(0.00)
34	Jan-99	(0.00)	0	(0.00)	(0.00)	(0.00)
35	Feb-99	(0.00)	0	(0.00)	(0.00)	(0.00)
36	Mar-99	(0.00)	0	(0.00)	(0.00)	(0.00)
				(0.00)	(0.00)	0.00
			200,000.00	36,284.70	236,284.70	

Net Present Value 10.75% 207,381.06  
=====

Pamik  
Rate 12.00%  
Principal \$ 309,173.80  
NPV @ 10.75% \$ 324,969.05

	DATE	BEGINNING PRINCIPAL	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	TOTAL PAYMENTS	ENDING PRINCIPAL
1	Apr-96		0			309,173.80



2	May-96	309,173.60	7,383.28		7,383.28	301,790.32
3	Jun-96	301,790.32	7,383.28	2,080.48	9,463.76	294,407.04
4	Jul-96	294,407.04	7,383.28	3,583.76	10,967.04	287,023.76
5	Aug-96	287,023.76	7,383.28	3,612.62	10,995.90	279,640.48
6	Sep-96	279,640.48	7,383.28	3,522.02	10,906.30	272,257.20
7	Oct-96	272,257.20	7,383.28	3,320.73	10,704.01	264,873.92
8	Nov-96	284,873.92	7,383.28	3,340.82	10,724.10	257,490.64
9	Dec-96	257,490.64	7,383.28	3,145.38	10,528.65	250,107.36
10	Jan-97	250,107.36	7,383.28	3,159.62	10,542.90	242,724.08
11	Feb-97	242,724.08	7,383.28	3,069.03	10,452.31	235,340.80
12	Mar-97	235,340.80	7,383.28	2,690.19	10,073.47	227,957.52
13	Apr-97	227,957.52	7,383.28	2,887.83	10,271.11	220,574.24
14	May-97	220,574.24	7,383.28	2,707.00	10,090.28	213,190.96
15	Jun-97	213,190.96	7,383.28	2,706.63	10,089.91	205,807.68
16	Jul-97	205,807.68	7,383.28	2,531.64	9,914.92	198,424.40
17	Aug-97	198,424.40	7,383.28	2,525.43	9,908.71	191,041.12
18	Sep-97	191,041.12	7,383.28	2,434.83	9,818.11	183,657.84
19	Oct-97	183,657.84	7,383.28	2,268.61	9,651.89	176,274.56
20	Nov-97	176,274.56	7,383.28	2,253.63	9,636.91	168,891.28
21	Dec-97	168,891.28	7,383.28	2,093.26	9,476.54	161,508.00
22	Jan-98	161,508.00	7,383.28	2,072.44	9,455.72	154,124.72
23	Feb-98	154,124.72	7,383.28	1,981.84	9,365.12	146,741.44
24	Mar-98	146,741.44	7,383.28	1,708.22	9,091.50	139,358.15
25	Apr-98	139,358.16	7,383.28	1,800.64	9,183.92	131,974.88
26	May-98	131,974.88	7,383.28	1,654.88	9,038.16	124,591.60
27	Jun-98	124,591.60	7,383.28	1,619.44	9,002.72	117,208.32
28	Jul-98	117,208.32	7,383.28	1,479.53	8,862.81	109,825.04
29	Aug-98	109,825.04	7,383.28	1,438.24	8,821.52	102,441.76
30	Sep-98	102,441.76	7,383.28	1,347.64	8,730.92	95,058.48
31	Oct-98	95,058.48	7,383.28	1,216.50	8,599.78	87,675.20
32	Nov-98	87,675.20	7,383.28	1,166.45	8,549.73	80,291.92
33	Dec-98	80,291.92	7,383.28	1,041.14	8,424.42	72,908.64
34	Jan-99	72,908.64	7,383.28	985.25	8,368.53	65,525.36
35	Feb-98	65,525.36	7,383.28	894.65	8,277.93	58,142.08
36	Mar-98	58,142.08	7,383.28	726.24	8,109.52	50,758.80
37	Apr-99	50,758.80	7,383.28	713.45	8,096.73	43,375.52
38	May-99	43,375.52	7,383.28	602.76	7,986.04	35,992.24
39	Jun-99	35,992.24	7,383.28	532.25	7,915.53	28,608.96
40	Jul-99	28,608.96	7,383.28	427.41	7,810.69	21,225.68
41	Aug-99	21,225.68	7,383.28	351.06	7,734.34	13,842.40
42	Sep-99	13,842.40	7,383.28	260.46	7,643.74	6,459.12
43	Oct-99	6,459.12	6,459.12	164.38	6,823.50	(0.00)
44	Nov-99	(0.00)	0	79.26	79.26	(0.00)
			309,173.60	78,197.63	387,371.23	

Net Present Value 10.75% 324,969.05  
=====

ALL CLEAR-NEW CASTLE  
Principal 20,112.44  
Present Value @ 10.75% 19,847.30  
Term 7.00  
Payment 1,130.52  
Internal Rate of Return 0.00856667 0.08000000

TERM		PAYMENT	PRINCIPAL BALANCE	INTEREST	ACCUMULATED INTEREST	
0.00		(20,112.44)	20,112.44			
1.00	May-96	1,130.52	19,116.00	134.08	134.08	Amortization
2.00	Jun-96	1,130.52	18,112.92	127.44	261.52	
3.00	Jul-96	1,130.52	17,103.16	120.75	382.28	
4.00	Aug-96	1,130.52	16,086.66	114.02	496.30	
5.00	Sep-96	1,130.52	16,083.38	107.24	603.54	
6.00	Oct-96	1,130.52	14,033.28	100.42	703.95	
7.00	Nov-96	14,126.84	(0.00)	93.66	797.52	
		20,909.98		797.52		

ALL CLEAR-NEW CASTLE  
Principal 11,180.81  
Present Value @ 10.75% 11,088.81  
Term 7.00  
Payment 628.47  
Internal Rate of Return 0.00866667 0.08000000

TERM		PAYMENT	PRINCIPAL BALANCE	INTEREST	ACCUMULATED INTEREST	
0.00		(11,180.81)	11,180.81			
1.00	May-96	628.47	10,626.88	74.54	74.54	Amortization
2.00	Jun-96	628.47	10,089.25	70.85	145.38	
3.00	Jul-96	628.47	9,507.91	67.13	212.51	
4.00	Aug-96	628.47	8,942.83	83.39	275.90	
5.00	Sep-96	628.47	8,373.98	59.62	335.52	
6.00	Oct-96	628.47	7,801.33	55.83	391.34	

7.00 Nov-96 7,853.34 0.00 52.01 443.35

11,624.16 443.35

ALL CLEAR-SALISBURY

Principal 13,421.76  
 Present Value @ 10.75% 18,264.82  
 Term 7.00  
 Payment 754.44  
 Internal Rate of Return 0.00866667 0.08000000

TERM		PAYMENT	PRINCIPAL BALANCE	INTEREST	ACCUMULATED INTEREST	
0.00		(13,421.76)	13,421.76			
1.00	May-96	754.44	12,756.80	89.48	89.48	Amortization
2.00	Jun-96	754.44	12,087.40	85.05	174.52	
3.00	Jul-96	754.44	11,413.55	80.58	255.11	
4.00	Aug-96	754.44	10,736.20	76.09	331.20	
5.00	Sep-96	754.44	10,052.32	71.57	402.78	
6.00	Oct-96	754.44	9,384.90	67.02	459.78	
7.00	Nov-96	9,427.33	0.00	62.43	532.21	
		13,953.97		532.21		

ALL CLEAR-DOVER

Principal 11,585.26  
 Present Value @ 10.75% 11,432.91  
 Term 7.00  
 Payment 852.21  
 Internal Rate of Return 0.00866667 0.08000000

TERM		PAYMENT	PRINCIPAL BALANCE	INTEREST	ACCUMULATED INTEREST	
0.00		(11,585.26)	11,585.26			
1.00	May-96	651.21	11,011.29	77.24	77.24	Amortization
2.00	Jun-96	651.21	10,433.48	73.41	150.84	
3.00	Jul-96	651.21	9,851.83	69.56	220.20	
4.00	Aug-96	651.21	9,266.30	65.66	285.58	
5.00	Sep-96	651.21	8,676.85	61.78	347.65	
6.00	Oct-96	651.21	8,083.50	57.85	405.50	
7.00	Nov-96	8,037.39	0.00	53.89	459.39	
		12,044.65		459.39		

DARTSMOUTH

Principal 11,572.83  
 Present Value @ 10.75% 11,????????  
 Term 7.00  
 Payment 1,753.90  
 Internal Rate of Return 0.01500000 0.18000000

TERM		PAYMENT	PRINCIPAL BALANCE	INTEREST	ACCUMULATED INTEREST	
0.00		(11,572.63)	11,872.83			
1.00	May-96	1,753.90	9,992.32	173.50	173.59	Amortization
2.00	Jun-96	1,753.90	8,388.30	149.85	323.47	
3.00	Jul-96	1,753.90	6,780.23	125.82	449.30	
4.00	Aug-96	1,753.90	5,107.73	101.40	550.70	
5.00	Sep-96	1,753.90	3,430.45	76.62	627.32	
6.00	Oct-96	1,753.90	1,728.00	51.46	873.77	
7.00	Nov-96	1,753.90	0.03	25.92	704.70	
		12,277.30		704.70		

J & A

Principal 54,189.58  
 Present Value @ 10.75% 52,063.11  
 Term 24.00  
 Payment 2,449.94  
 Internal Rate of Return 0.00666667 0.08000000

TERM		PAYMENT	PRINCIPAL BALANCE	INTEREST	ACCUMULATED INTEREST	
0.00		(54,169.58)	54,169.56			
1.00	May-96	2,449.94	52,080.77	361.13	361.13	Amortization
2.00	Jun-96	2,449.94	49,978.04	347.21	708.34	
3.00	Jul-96	2,449.94	47,861.28	333.10	1,041.52	
4.00	Aug-96	2,449.94	45,730.42	319.08	1,380.80	
5.00	Sep-96	2,449.94	43,585.38	304.87	1,665.47	
6.00	Oct-96	2,449.94	41,426.98	290.57	1,958.04	
7.00	Nov-96	2,449.94	39,252.21	276.17	2,232.21	
8.00	Dec-96	2,449.94	37,063.95	261.58	2,493.89	
9.00	Jan-97	2,449.94	34,561.09	247.09	2,740.98	
10.00	Feb-97	2,449.94	32,643.57	232.41	2,973.30	
11.00	Mar-97	2,449.94	30,411.25	217.62	3,191.01	
12.00	Apr-97	2,449.94	28,154.06	202.74	3,393.76	
13.00	May-97	2,449.94	25,901.88	157.76	3,581.52	
14.00	Jun-97	2,449.94	23,624.62	172.68	3,754.20	
15.00	Jul-97	2,449.94	21,332.17	157.50	3,911.69	
16.00	Aug-97	2,449.94	19,024.45	142.21	4,053.91	
17.00	Sep-97	2,449.94	16,701.34	126.83	4,180.74	
18.00	Oct-97	2,449.94	14,362.74	111.34	4,292.08	
19.00	Nov-97	2,449.94	12,008.55	95.75	4,387.83	
20.00	Dec-97	2,449.94	9,638.67	80.08	4,487.89	
21.00	Jan-98	2,449.94	7,252.99	64.26	4,532.16	
22.00	Feb-98	2,449.94	4,851.40	48.35	4,550.50	
23.00	Mar-98	2,449.94	2,433.80	32.34	4,612.84	
24.00	Apr-98	2,449.94	0.09	16.23	4,629.07	
		58,798.58		4,629.07		

POUGHKEEPSIE  
 Principal 7,411.97  
 Present Value @ 10.75% 7,688.96  
 Term 7.00  
 Payment 1,123.33  
 Internal Rate of Return 0.01500000 0.15000000

TERM		PAYMENT	PRINCIPAL BALANCE	INTEREST	ACCUMULATED INTEREST	
0.00		(7,411.97)	7,411.97			
1.00	May-96	1,123.33	6,399.82	111.18	111.18	Amortization
2.00	Jun-96	1,123.33	5,372.49	95.00	207.18	
3.00	Jul-96	1,123.33	4,329.74	80.59	287.75	
4.00	Aug-96	1,123.33	3,271.35	64.95	352.71	
5.00	Sep-96	1,123.33	2,197.10	49.07	401.78	
6.00	Oct-96	1,123.33	1,106.73	32.96	434.74	
7.00	Nov-96	1,123.33	(0.00)	16.60	451.34	
		7,863.31		451.34		

PROVIDENCE  
 Principal 7,420.87  
 Present Value @ 10.75% 7,698.00  
 Term 7.00  
 Payment 1,124.67  
 Internal Rate of Return 0.01500000 0.18000000

TERM		PAYMENT	PRINCIPAL BALANCE	INTEREST	ACCUMULATED INTEREST	
0.00		(7,420.87)	7,420.87			
1.00	May-96	1,124.67	6,407.51	111.31	111.31	Amortization
2.00	Jun-96	1,124.67	5,378.95	95.11	207.43	
3.00	Jul-96	1,124.67	4,334.97	80.68	288.11	
4.00	Aug-96	1,124.67	3,275.32	65.02	353.13	
5.00	Sep-96	1,124.67	2,199.78	49.13	402.26	
6.00	Oct-96	1,124.67	1,108.11	33.00	435.26	
7.00	Nov-96	1,124.67	0.08	15.82	451.88	
		7,872.80		451.88		

ROCHESTER  
 Principal 5,914.74  
 Present Value @ 10.75% ???????  
 Term 7.00  
 Payment 898.42  
 Internal Rate of Return 0.01500000 0.18000000

TERM		PAYMENT	PRINCIPAL BALANCE	INTEREST	ACCUMULATED INTEREST	
0.00		(5,914.74)	5,914.74			
1.00	May-96	896.42	5,107.04	88.72	88.72	Amortization
2.00	Jun-96	896.42	4,267.23	76.61	165.33	
3.00	Jul-96	896.42	3,455.12	64.31	229.64	
4.00	Aug-96	896.42	2,810.52	51.83	281.46	
5.00	Sep-96	896.42	1,753.28	39.16	320.52	
6.00	Oct-96	896.42	883.14	26.30	348.92	
7.00	Nov-96	896.42	(0.03)	13.25	380.17	
		6,274.94		360.17		

UTICA-8200  
Principal 6,578.64  
Present Value @ 10.75% ???????  
Term 7.00  
Payment 966.87  
Internal Rate of Return 0.01500000 0.18000000

TERM		PAYMENT	PRINCIPAL BALANCE	INTEREST	ACCUMULATED INTEREST	
0.00		(8,379.64)	8,379.84			
1.00	May-96	966.87	5,508.46	95.69	95.69	Amortization
2.00	Jun-96	966.87	4,624.22	82.63	178.32	
3.00	Jul-96	966.87	3,728.71	69.36	247.85	
4.00	Aug-96	966.87	2,515.75	55.90	303.59	
5.00	Sep-96	966.87	1,891.11	42.24	345.82	
6.00	Oct-96	966.87	952.61	28.37	374.19	
7.00	Nov-96	966.87	0.03	14.29	388.48	
		6,788.09		388.48		

UTICA-8205  
Principal 3,887.51  
Present Value @ 10.75% 3,770.00  
Term 7.00  
Payment 558.80  
Internal Rate of Return 0.01500000 0.18000000

TERM		PAYMENT	PRINCIPAL BALANCE	INTEREST	ACCUMULATED INTEREST	
0.00		(3,687.51)	3,687.51			
1.00	May-96	558.86	3,183.96	55.31	55.31	Amortization
2.00	Jun-96	558.86	2,072.86	47.75	103.07	
3.00	Jul-96	558.86	2,154.10	40.09	143.17	
4.00	Aug-96	558.86	1,827.55	32.31	175.48	
5.00	Sep-96	558.86	1,093.10	24.41	199.89	
6.00	Oct-96	558.86	550.64	18.40	218.29	
7.00	Nov-96	558.86	0.04	8.28	224.55	
		3,912.02		224.55		

UTICA-6210  
Principal 15,805.07  
Present Value @ 10.75% 18,000.00  
Term 7.00  
Payment 2,395.35  
Internal Rate of Return 0.01500000 0.18000000

TERM		PAYMENT	PRINCIPAL BALANCE	INTEREST	ACCUMULATED INTEREST	
0.00		(15,805.07)	15,805.07			
1.00	May-96	2,395.35	13,646.50	237.08	237.08	Amortization
2.00	Jun-96	2,395.35	11,456.15	204.70	441.78	
3.00	Jul-96	2,395.35	9,232.64	171.84	613.62	
4.00	Aug-96	2,395.35	6,975.78	138.49	752.11	
5.00	Sep-96	2,395.35	4,885.07	104.64	856.75	
6.00	Oct-96	2,395.35	2,359.99	70.28	927.02	

7.00 Nov-96 2,395.99 0.04 35.40 982.42  
 -----  
 16,767.45 962.42

UTICA-6215

Principal 21,808.52  
 Present Value @ 10.75% 29,000.00  
 Term 7.00  
 Payment 3,314.28  
 Internal Rate of Return 0.01500000 0.18000000

TERM		PAYMENT	PRINCIPAL BALANCE	INTEREST	ACCUMULATED INTEREST	
0.00		(21,868.52)	21,868.52			
1.00	May-96	3,314.28	18,882.27	326.03	326.03	Amortization
2.00	Jun-96	3,314.28	15,651.22	283.23	811.26	
3.00	Jul-96	3,314.28	12,774.71	237.77	849.03	
4.00	Aug-96	3,314.28	9,552.05	191.62	1,040.85	
5.00	Sep-96	3,314.28	6,482.55	144.78	1,155.43	
6.00	Oct-96	3,314.28	3,265.81	97.24	1,282.07	
7.00	Nov-96	3,314.28	0.21	48.95	1,331.65	
		23,199.98		1,331.65		

WATERTOWN

Principal 6,108.72  
 Present Value @ 10.75% ???????  
 Term 7.00  
 Payment 925.81  
 Internal Rate of Return 0.01500000 0.18000000

TERM		PAYMENT	PRINCIPAL BALANCE	INTEREST	ACCUMULATED INTEREST	
0.00		(6,108.72)	6,108.72			
1.00	May-96	926.81	5,274.54	91.63	91.63	Amortization
2.00	Jun-96	925.81	4,427.85	79.12	170.75	
3.00	Jul-96	925.81	3,588.46	66.42	237.17	
4.00	Aug-96	925.81	2,896.17	53.53	290.69	
5.00	Sep-96	926.81	1,810.81	40.44	331.14	
6.00	Oct-96	925.81	912.18	27.16	358.30	
7.00	Nov-96	925.81	0.03	13.65	371.98	
		6,480.87		371.98		

TEL-REN

Principal 38,406.20  
 Present Value @ 10.75% 34,209.40  
 Term 13.09  
 Payment 2,781.00  
 Internal Rate of Return 0.00000000 0.00000000

TERM		PAYMENT	PRINCIPAL BALANCE	INTEREST	ACCUMULATED INTEREST	
0.00		(36,406.20)	36,406.20			
1.00	May-96	2,781.00	33,625.20	0.00	0.00	Amortization
2.00	Jun-96	2,781.00	30,844.20	0.00	0.00	
3.00	Jul-96	2,781.00	28,083.20	0.00	0.00	
4.00	Aug-96	2,781.00	25,282.20	0.00	0.00	
5.00	Sep-96	2,781.00	22,501.20	0.00	0.00	
6.00	Oct-96	2,781.00	19,720.20	0.00	0.00	
7.00	Nov-96	2,781.00	18,939.20	0.00	0.00	
8.00	Dec-96	2,781.00	14,158.20	0.00	0.00	
9.00	Jan-97	2,781.00	11,377.20	0.00	0.00	
10.00	Feb-97	2,781.00	5,596.20	0.00	0.00	
11.00	Mar-97	2,781.00	5,815.20	0.00	0.00	
12.00	Apr-97	2,781.00	3,034.20	0.00	0.00	
13.00	May-97	2,781.00	253.20	0.00	0.00	
14.00	Jun-97	263.20	(0.00)	0.00	0.00	
		36,408.20		0.00		

SCHEDULE E

Litigation

J. MELVILLE BROUGHTON, JR.  
CHARLES P. WILKINS  
WILLIAM WOODWARD WEBB\*  
R. PALMER SUGG

FIRST UNION CAPITOL CENTER  
SUITE 2220  
150 FAYETTEVILLE STREET MALL  
POST OFFICE BOX 2387  
RALEIGH, NORTH CAROLINA 27602  
(919) 833-2752 (TELEPHONE)  
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` RETIRED  
\* ALSO MEMBER D.C. BAR

COLORTYME LITIGATION INVENTORY

Updated May 14, 1996

October 13, 1989      MCCORMICK V. COLORTYME, INC. (San Diego, California) Wrongful death litigation being handled by insurance company at no expense to ColorTyme, Inc.

April 24, 1991      \*COOMBES V. COLORTYME STORES, INC. (Columbia, South Carolina) Unfair debt collection practices, breach of contract, slander, invasion of privacy, intentional infliction of emotional distress litigation; ColorTyme Stores, Inc. has moved, through counsel, for sanctions for failure of the plaintiff to respond to discovery; plaintiff's counsel sanctioned by Court on October 14, 1992 and ordered to comply with discovery. ACTION DISMISSED ON ORDER OF COURT ON MAY 4, 1993; PURSUING SANCTIONS AGAINST PLAINTIFFS' ATTORNEYS. Judge denied Motion based on grounds set forth in Order. No appeal to be filed.

July 3, 1991      URIAS V. COLORTYME, INC. (Midland, Texas) Personal injury litigation awaiting settlement by Franchisee. SETTLED ON JULY 22, 1992 FOR \$22,500.00

July 19, 1991      BENZING RENTAL CONCEPTS, INC. V. COLORTYME, INC. AND COLORTYME FINANCIAL SERVICES, INC., (Ventura, California)

August 22, 1991      COLORTYME, INC. V. BENZING RENTAL CONCEPTS, INC. and COLORTYME FINANCIAL SERVICES, INC. V. BENZING RENTAL CONCEPTS, INC. & WALTER M. DOUGLAS AND KATHLEEN M. DOUGLAS (Tyler, Texas) Franchisor/franchisee litigation in which Franchisee alleges violation of Franchise Investment Act (California), conspiracy to violate said Act, fraud, conspiracy to defraud, breach of contract, unlawful business practices and racketeering; ColorTyme, Inc. and ColorTyme Financial Services, Inc. have instituted litigation for past due royalties, advertising fees, promotional material/product costs and credit extension in an amount over \$450,000.00. On April 1, 1992, Mr. & Mrs. Douglas filed Chapter 7 bankruptcy and on April 17, 1992 Benzing Rental Concepts, Inc. filed Chapter 11 bankruptcy. THE CHAPTER 11 BANKRUPTCY WAS SUBSEQUENTLY CONVERTED TO CHAPTER 7, AND ON DECEMBER 1, 1992, THE TRUSTEE TURNED THE STORE OVER TO COLORTYME, INC.

July 24, 1991      \*DIMAIA V. COLORTYME STORES, INC. (Media, Pennsylvania). Litigation claiming violation of Pennsylvania Debt Collection Trade Practices Act (i.e., harassing phone calls at home and at employer; visit to employer; publication of debt to neighbors). Set for arbitration on December 23, 1992 unless offer of settlement (up to \$3,000.00) accepted. SETTLED ON FEBRUARY 1, 1993 FOR \$3,500.00.

December 4, 1991      INGRAM V. COLORTYME, INC. (Jonesboro, Arkansas) Unfair debt collection practices litigation; ColorTyme, Inc. has an indefinite extension of time to respond to Complaint pending substitution of Franchisee as party

defendant. ColorTyme is still awaiting response to substitution request or further notification of legal proceedings.

\* Cases involving ColorTyme Stores, Inc.

February 19, 1992 CAIN V. COLORTYME, INC. (Littleton, Colorado) Wrongful discharge litigation; discovery concluded; motion to dismiss or summary judgment to be filed imminently. SUMMARY JUDGMENT FOR COLORTYME GRANTED ON APRIL 28, 1993.

March 19, 1992 \*LEWIS V. IQBAL, COLORTYME STORES, INC. ET AL. (Los Angeles, California) Personal injury and general negligence litigation arising out of an alleged assault by Iqbal, a CSI employee, occurring on April 19, 1991. Defense being provided by insurance carrier. ARBITRATION RESOLVED IN FAVOR OF CSI ON DECEMBER 17, 1992. APPEALED BY PLAINTIFF FOR TRIAL DE NOVO. DISMISSED ON MARCH 2, 1993.

March 23, 1992 CRAWFORD V. COLORTYME, INC. (Grand Rapids, Michigan) Personal injury litigation; ColorTyme, Inc. has an indefinite extension of time to respond to Complaint pending substitution of Franchisee as party defendant.

April 2, 1992 STATE FARM V. COLORTYME, INC. (Wilmington, Delaware) Property damage litigation; ColorTyme, Inc. has an indefinite extension of time to respond to Complaint pending substitution of Franchisee as party defendant; DISMISSAL FILED ON OCTOBER 13, 1992.

April 7, 1992 MILLER V. COLORTYME, INC. (Minneapolis, Minnesota) Class action litigation contending rent to own transactions are disguised credit sales; plaintiffs' counsel has agreed to dismiss case against ColorTyme, Inc.; DISMISSAL FILED ON JULY 28, 1992.

April 13, 1992 \*STOKES V. COLORTYME, INC. (Portsmouth, Virginia) Personal injury litigation being handled by insurance company at no expense to ColorTyme, Inc. or ColorTyme Stores, Inc.

April 20, 1992 FAST XPRESS, INC. V. COLORTYME, INC. (Houston, Texas) Lawsuit on debt for freight transportation charges; ColorTyme, Inc. has an indefinite extension of time to respond to Complaint pending substitution of Franchisee as party defendant.

April 27, 1992 EVANS V. COLORTYME, INC. (Charleston, West Virginia) Unfair debt collection practices, breach of contract, unfair trade practice litigation including claim that rent to own transactions are violating West Virginia Consumer Credit Sale and Protection Act; Franchisee has settled out by payment of \$3,000.00; ColorTyme, Inc. will move to dismiss or for summary judgment at conclusion of discovery period. SETTLED ON FEBRUARY 8, 1993 FOR \$750,00.

May 6, 1992 IN RE OLYMPIA HOLDING CORP; WHITAKER (OLYMPIA TRUSTEE IN BANKRUPTCY) V. COLORTYME, INC. (Jacksonville, Florida - U.S. Bankruptcy Court) Complaint in bankruptcy for reimbursement of freight transportation discounts granted by Olympia Holding Corp. prior to bankruptcy; proceeding is in discovery stage and being vigorously contested by ColorTyme, Inc.

May 14, 1992 \*FENNELL V. COLORTYME, INC. AND ART BREWER (San Diego, California) Employment discrimination and wrongful discharge litigation instituted by homosexual former

employee; attempts to compel insurance companies to provide coverage and legal defense have been unsuccessful. Awaiting possible settlement. Otherwise, trial is scheduled for November 15, 1993. SETTLED ON OCTOBER 28, 1993 FOR \$5,000.

- June 5, 1992 \*MORALES V. COLORTYME, INC. (Houston, Texas) Personal injury litigation turned over to insurance carrier for ColorTyme Stores, Inc.
- June 18, 1992 MILLER V. COLORTYME, INC. (Providence, Rhode Island) Sex discrimination and harassment in employment (Utica Rental Systems, Inc.) including wrongful discharge; ColorTyme, Inc. has notified Rhode Island Commission for Human Rights that it did not employ Ms. Miller; no further action taken to date.
- June 26, 1992 NEY V. COLORTYME, INC. (Waterbury, Connecticut) Litigation instituted claiming violation of Connecticut Unfair Trade Practices Act; ColorTyme, Inc. has an indefinite extension of time to respond to Complaint pending substitution of Franchisee as party defendant. WITHDRAWAL OF LAWSUIT FILED ON OCTOBER 30, 1992.
- July 9, 1992 CABRAL V. COLORTYME, INC. RUSSO AND KARL (Bristol, Massachusetts) Action alleging assault, trespass and infliction of emotional and physical distress during repossession of ColorTyme merchandise. Franchisee answered PRO SE, but failed to appear at pre-trial conference. ColorTyme, Inc. was served on July 29, 1993. The action will be defended by local counsel. A MOTION FOR SUMMARY JUDGMENT WAS ALLOWED AND A JUDGMENT IN FAVOR OF COLORTYME, INC. ENTERED ON APRIL 14, 1994. A MOTION FOR ENTRY OF SEPARATE AND FINAL JUDGMENT WAS ALSO ALLOWED, WHICH CONCLUDED THE CASE AGAINST COLORTYME, INC.
- July 22, 1992 \*LEDVINA V. COLORTYME, INC. & JAMES J. SCULLION (Madison, Wisconsin) Personal injury litigation arising out of August 10, 1989 vehicular accident allegedly caused by ColorTyme employee who was intoxicated; ColorTyme, Inc. is operating under a temporary extension of time to respond to the Complaint while the plaintiff's counsel attempts to serve former franchisee (Rudden & Partners of Milwaukee, Inc.)
- July 24, 1992 TOUSSAINT V. COLORTYME, INC. (Miami, Florida) Litigation instituted claiming violation of Florida Consumer Collection Practices Act by assault of customer during a repossession attempt. ColorTyme, Inc. has an indefinite extension of time to respond to Complaint pending substitution of Franchisee as party defendant. ACTION DISMISSED AS TO COLORTYME, INC. ON NOVEMBER 9, 1993.
- August 31, 1992 STATE OF OKLAHOMA V. AMERICAN LENDERS INSURANCE CO. V. COLORTYME, INC. (Oklahoma City, Oklahoma). Action to have insurance policy issued by American Lenders Insurance Co. for reimbursement of service contract claims for warranties of EWC declared invalid for failure to pay timely premiums on each contract.
- September 15, 1992 BGR TRANSPORTATION CO. V. COLORTYME, INC. (Bloomington, Minnesota) Action to collect freight undercharges. Settlement discussions are continuing.
- October 1, 1992 DUNNIGAN V. COLORTYME, INC. ET AL. (Baltimore, Maryland) Personal injury litigation arising out of September



23, 1989 vehicular accident allegedly caused by chain reaction rear end collision initiated by franchisee employee. Request made to Plaintiffs' counsel to dismiss ColorTyme, Inc. from lawsuit. DISMISSED BY THE COURT ON SEPTEMBER 10, 1993.

October 5, 1992 TERRELL V. COLORTYME, INC. (Muncie, Indiana) Litigation instituted claiming violation of Indiana Rental Purchase Agreement Act by failure to make proper disclosures in rental agreement. To be handled by local attorney for franchisee. DISMISSAL FILED ON OCTOBER 27, 1992.

October 27, 1992 FERGUSON V. COLORTYME, INC. (Orange County, Texas) Personal injury litigation arising out of December 27, 1991 vehicular accident allegedly caused by ColorTyme (actually S&K) employee. Case has been reported to S&K Insurance company. Request made to Plaintiffs' counsel to dismiss ColorTyme from lawsuit. DISMISSED BY THE COURT ON FEBRUARY 4, 1993.

November 9, 1992 MEACHAM V. COLORTYME (Springfield, Illinois) Workers Compensation judgment in the amount of \$6,726.75 sought to be enforced. Franchisee involved (Robert Curry) has been non-responsive. Request made to Plaintiff's counsel to dismiss ColorTyme from lawsuit.

November 12, 1992 VASQUEZ V. COLORTYME (Providence, Rhode Island) Workers Compensation claim regarding accident resulting in injury to left foot of franchisee employee. Letter sent to court requesting redirection of action to franchisee. Awaiting response.

November 16, 1992 COLORTYME INC. V. HAGEN V. TALLEY ET AL. (Athens, Texas) Litigation pertaining to dismissal of Thomas R. Hagen as President of ColorTyme, Inc. Pending in Henderson County District Court. Partial summary judgment granted in favor of ColorTyme, Talley et al. on January 13, 1993. SETTLED IN MARCH, 1994 FOR \$62,500.00.

December 7, 1992 \*VAGNOZZI AND VAGNOZZI V. NOGLE AND COLORTYME STORES, INC. (Trenton, New Jersey) Personal injury litigation arising out of December 17, 1990 vehicular accident allegedly caused by ColorTyme employee. Legal representation will be provided by insurance carrier.

January 22, 1993 LINSOMB V. COLORTYME OF LA HABRA. STATE COMPENSATION INSURANCE FUND (Los Angeles, California) Action allegedly wrongful discharge after employee filed a Workers Compensation claim. The action is being defended by local counsel. SETTLED ON SEPTEMBER 7, 1994, FOR \$500.

March 3, 1993 ELFGEN V. HILL & COLORTYME, INC. (Las Vegas, Nevada) Action by former franchisee employee alleging assault, battery, intentional infliction of emotional distress, breach of covenant of good faith and fair dealing, sexual harassment and wrongful termination. Awaiting plaintiffs' counsel review of franchise agreement vis a' vis request that action be dismissed as to ColorTyme. ALLEGATIONS DISMISSED AS TO COLORTYME AND ALL OTHER PARTIES.

March 10, 1993 PATINO V. COLORTYME, INC. (Odessa, Texas) Action for alleged malicious prosecution on part of franchisee resulting in pain, suffering, mental anguish, reputational loss and loss of earnings. Awaiting plaintiff's counsel decision on dismissal of ColorTyme from lawsuit. SETTLED ON JANUARY 11, 1994 FOR THE SUM OF \$1,500.

April 5, 1993 STATE OF WISCONSIN V. COLORTYME, INC. (Milwaukee, Wisconsin) Action alleging violations of Wisconsin Consumer Credit Protection Act and Unfair Trade Practices Act through deceptive advertising, failure to disclose credit terms, misrepresentations respecting availability of credit, unconscionable practices, etc. SETTLED ON MAY 25, 1994 THROUGH NEGOTIATIONS WITH WISCONSIN ATTORNEY GENERAL'S OFFICE. On February 20, 1996 the Plaintiff filed a motion to hold ColorTyme in contempt of Court for the failure of its franchisee in Madison and Beloit to comply with the terms of the May 25, 1994 Settlement and Judgment. General Counsel for ColorTyme has been in substantive discussions with the Wisconsin Attorney General's Office in defense of the motion.

April 14, 1993 GOLDSTAR ELECTRONICS INTERNATIONAL, INC. V. COLORTYME, INC. (Athens, Texas) Action alleging non-payment for shipment of goods to ColorTyme. Local counsel has been retained and an indefinite extension to answer the Original Petition has been granted by opposing counsel.

April 27, 1993 MCZEAL V. COLORTYME, INC. (Lafayette, Louisiana) Personal injury action instituted by prospective customer of franchisee when chair upon which customer was seated broke and customer fell to floor. Awaiting plaintiffs' counsel decision to dismiss ColorTyme from lawsuit.

May 27, 1993 \*SAUNDERS V. COLORTYME (Philadelphia, Pennsylvania) Personal injury action arising out of bed collapse on March 22, 1993. Plaintiff alleges that bed was of faulty construction and that ColorTym was negligent in failing to inspect bed, to properly provide protective features, etc. Set for arbitration on November 9, 1993. ARBITRATION BOARD AWARDED \$16,000 IN NOVEMBER, 1993. THE COURT OF COMMON PLEAS REDUCED THE AWARD TO \$7,000.00 IN MARCH, 1994.

June 7, 1993 \*KLESMITH V. COLORTYME STORES, INC. (Milwaukee, Wisconsin) Action alleging misrepresentation of condition of merchandise, violations of Wisconsin Consumer Credit Protection Act and Unfair Trade Practices Act (i.e. failure to disclose interest rate, waiver of legal rights, no opportunity to cure default, failure to disclose additional charges, etc.) and unfair and unconscionable business and debt collection practices. Will be defended vigorously. SETTLED ON AUGUST 27, 1993 FOR THE SUM OF \$2,000 AND RETENTION OF MERCHANDISE.

June 17, 1993 CUROW V. COLLINS & COLORTYME, INC. (Riverside, California) Personal injury litigation arising out of March 8, 1993 vehicular accident allegedly caused by ColorTyme employee. Answer due on July 17, 1993. Information sent to insurance carrier, attention Mike Schockney, on July 7, 1993.

July 16, 1993 MAES V. BRITTEN; COLORTYME, INC. (Phoenix, Arizona) Personal injury litigation arising out of May 7, 1993 vehicular accident allegedly caused by defendant Britten, a franchisee employee. ColorTyme, Inc. served on December 29, 1993. Answer due by January 18, 1994. Awaiting response from plaintiffs' attorney in regards to dismissing ColorTyme from the instant action. Granted indefinite extension to answer plaintiffs' Complaint.

September 9, 1993 STEPHENVILLE ENTERPRISES, INC. V. COLORTYME, INC. AND COLORTYME FINANCIAL SERVICES, INC. (Stephenville, Texas) Litigation alleging fraud, breach of contract and deceptive trade practices. Action arises from ColorTyme's demand that franchisee pay overdue royalty payments. SEI maintains that it does not owe the royalties and that, further, ColorTyme owes SEI money. The action is being defended vigorously. SETTLED IN JULY 1994 WITH STEPHENVILLE AGREEING TO PAY COLORTYME \$100,000.00 OVER A PERIOD OF THREE (3) YEARS.

September 15, 1993 \*KLESMITH V. COLORTYME STORES, INC. AND JOHN DOE INSURANCE COMPANY (Milwaukee, Wisconsin) Personal injury action arising from a fall due to an icy sidewalk outside the franchise store. Information sent to Jill Reeves on September 28, 1993 for forwarding to insurance carrier.

September 20, 1993 LAND V. COLORTYME INC. (Tallahassee, Florida). Sexual discrimination/harassment complaint action filed with Florida Commission on Human Relations. Referred to franchisee involved for appropriate action.

September 23, 1993 ARTHUR M. PIKE V. COLORTYME, INC. JOHN CONCEPCION, CHARLES DEGENHARDT, ET AL. (San Diego, California) Action alleging professional misconduct, wrongful discharge, discrimination and defamation. Defense is being provided by insurance carrier. COMPLAINT DISMISSED AS TO ALL PARTIES BY THE COURT ON MAY 20, 1994.

December 8, 1993 KINZINGER V. COLORTYME, INC. (Helena, Montana) Wage claim filed through the Department of Labor and Industry. Letter written redirecting Department to franchisee. Awaiting response.

February 15, 1994 \*CITY OF PHILADELPHIA V. COLORTYME STORES, INC. AND DAN RUDDEN, FARLAND RUDDEN, LAWRENCE RUDDEN, WILLIE TALLEY, JAMES CRYSDALE AND MITCH FADEL (Philadelphia, Pennsylvania) Complaint for Civil Judgment in the amount of \$4,808.63 plus interest and penalties due to failure to pay taxes. Answer due by March 14, 1994. Extension of time requested on February 21, 1994. SETTLED ON JULY 6, 1994.

February 18, 1994 KARRI (MCGREGOR) PELTIER V. JASON DAVID ILES AND COLORTYME, INC. (Port Huron, Michigan) Personal injury litigation arising out of May 26, 1993 vehicular accident allegedly caused by defendant Iles, a franchisee employee. ColorTyme, Inc. served on February 23, 1994. Answer due by March 23, 1994. Awaiting response from plaintiffs' attorney in regards to dismissing ColorTyme from the instant action. COMPLAINT AMENDED AND REDIRECTED TO B L RENTALS, INC. D/B/A COLORTYME (AND SERVED 3/23/94).

February 22, 1994 MARTINEZ, ET AL V. COLORTYME, INC. AND TIM RUDDEN, ET AL. (Denver, Colorado) Personal injury litigation arising out of delivery made on January 14, 1992 in which the aid of a minor was enlisted to move a 149 television set causing injury to said minor. Answer due on March 28, 1994. A request has been made to opposing counsel to redirect lawsuit to appropriate franchisee. LAWSUIT HAS BEEN REDIRECTED.

February 28, 1994 BARCLAY CONTE V. COLORTYME, INC. (Providence, RI) Workers Compensation claim. Certified letter sent to court and opposing counsel requesting redirection of action to franchisee. No response. Unable to reach Plaintiff's counsel via telephone (no

working number). Federal Express letter sent to Court on March 19, 1994 requesting dismissal of action. Hearing date = March 31, 1994.

March 2, 1994 BOLIVAR BEATO V. COLORTYME, INC. (Providence, RI) Workers Compensation claim. Certified letter sent to court opposing counsel requesting redirection of action to franchisee. Plaintiff's counsel will redirect lawsuit, if necessary, at the April 5, 1994 Hearing. Plaintiff's counsel advises that he has received notice of representation from a local attorney and insurance company for the employer (most certainly the franchisee involved in this matter).

March 3, 1994 \*SAM D. BURTON AND DEBBIE J. BURTON V. COLORTYME, INC. AND JOHN BRUNENI (Rockford, Illinois) Personal injury action arising from a fall due to icy pavement outside the franchise store caused by the Defendant washing a car on the premises. Information sent to Jill Reeves on March 9, 1994 for forwarding to insurance carrier. Spoke to opposing counsel regarding referral to insurance carrier and request for extension. Extension granted through May 5, 1994. Jill Reeves notified of possible settlement negotiations. SETTLED ON JUNE 28, 1994.

March 28, 1994 CAROL A. JOHNSON V. MITCH FADEL DBA COLORTYME (Riverside County, California) Small claims action alleging breach of contract for failure to repair entertainment center as promised or refund money. Received one page Notice on May 9, 1994. Court date set for June 14, 1994. Further information being requested from store manager by Mitch Fadel. SETTLED ON NOVEMBER 3, 1994 FOR \$4,025.

March 31, 1994 ALRENCO, INC. V. NEW CO., INC. A/K/A COLORTYME, INC. OR COLORTYME (Palm Beach, Florida) Complaint for Judgment in the amount of \$8,025.00 plus interest and penalties due to failure to pay rent under an Agreement for Exchange of Business Assets. Answer due by April 28, 1994. THE REQUEST MADE TO OPPOSING COUNSEL TO REDIRECT LAWSUIT TO APPROPRIATE FRANCHISE (APRIL 22, 1994) HAS APPARENTLY BEEN HONORED.

May 4, 1994 HINTON ET AL V. COLORTYME, INC (Milwaukee, Wisconsin) Class action complaint alleging violations of the Wisconsin Consumer Act. Answer due May 30, 1994. Letter written to opposing counsel outlining settlement agreement with Attorney General's office and requesting dismissal of case against ColorTyme, Inc. or, in the alternative, redirection against ColorTyme Stores, Inc. Extension granted by opposing counsel until discussion with Attorney General's office. Motion to dismiss filed on November 22, 1994. Motion was tentatively denied pending additional Discovery on whether ColorTyme, Inc. or ColorTyme Stores, Inc. is the proper party Defendant. Motion may be renewed. Answer filed on February 10, 1995. Status conference scheduled for October 6, 1995. Class has been certified but not defined. Tentative trial date of October 14, 1996.

May 10, 1994 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION V. JOHN M. RIFE, ET AL INCLUDING COLORTYME, INC. (Seminole County, Florida) Eminent domain action to condemn certain property in which ColorTyme or franchisee may claim an interest. Response due July 15, 1994. ACTION PENDING BUT NO LONGER INVOLVES COLORTYME.

May 25, 1994 STATE FARM MUTUAL AUTOMOBILE

INSURANCE CO., ET AL V. SAMUEL J. DELGADO, ET AL, INCLUDING COLORTYME, INC. (New Castle Co., Delaware). Litigation arising out of May 21, 1992 vehicular accident allegedly caused defendant Delgado, a franchisee employee. ColorTyme, Inc. served on May 25, 1994. Answer due by June 14, 1994. Plaintiffs' attorney willing to grant indefinite extension to ColorTyme. NO ACTION SINCE JUNE 6, 1994. PRESUMED THAT COLORTYME HAS BEEN DISMISSED FROM LITIGATION.

May 20, 1994

TOM ARVIZU, II V. COLORTYME, INC., CHORN ENTERTAINMENT, INC., ET AL (Bell County, TX) A cause of action for Negligence arising out of vehicular accident on January 08, 1993, allegedly caused by defendant Wilson, a franchise employee; ColorTyme, Inc. served on May 20, 1994. Awaiting response by June 13, 1994, from Plaintiff's attorney in regards to dismissing complaint against ColorTyme. PLAINTIFF'S ATTORNEY HAS AGREED TO TAKE NO ADVERSE ACTION AGAINST COLORTYME.

July 28, 1994

RHONDA L. HALL V. COLORTYME, INC. (Portsmouth, VA). Plaintiff seeks \$518 due by reason of damages to personal property. Case scheduled for August 29, 1994; continued for September 26, 1994 (2:00); SETTLED ON SEPTEMBER 15, 1994 FOR \$518.00.

November 15, 1994

ELLA JONES V. R.K.K. COLORTYME ET AL. (Los Angeles, California). Plaintiff filed complaint for alleged negligence resulting in personal injuries. Appearance or answer due within 30 days of service. Awaiting response from Plaintiff's attorney in regards to dismissing ColorTyme from the lawsuit.

December 6, 1994

PARASIDIS TRUSTEE V. COLORTYME, INC. ET AL. (Suffolk, Virginia). Plaintiff filed a suit in excess of \$7,800 due by reason of rent for units at a shopping center for failure to give proper notice and damages to leased premises. Appearance or answer due on January 4, 1995 at 10:00 a.m. Continued to February 15, 1995. Continued to March 22, 1995. Continued to May 17, 1995. SETTLED ON MAY 16, 1995, FOR \$3,000.00.

February, 1995

ABC RENTAL SYSTEMS, INC., ET AL. V. COLORTYME, INC, ET. AL. (Tyler, Texas; United States District Court). Franchisor/franchisee litigation in which Franchisee alleges breach of contract (Franchise Agreements), fraud, conspiracy in restraint of trade (15 U.S.C. ^ 1; Sherman Anti-Trust Act), violation of Civil RICO and the Texas Business and Commerce Code (unconscionable course of conduct) and breach of fiduciary duty. Defense is being furnished by ColorTyme's franchise attorneys in Washington, D.C. Motion to transfer from Federal District Court in Tyler, Texas to Dallas is pending, as well as a few Motions to Dismiss. Pending in Federal District Court -- Dallas.

February 17, 1995

THE NEW COMPANY, INC. V. COLORTYME, INC. (Dallas, Texas). Plaintiff, a former franchisee, sues for a declaratory judgment that it has paid all monies due ColorTyme under a Termination Agreement and that ColorTyme has released it with respect to all claims related to "Dealer Support" items. Color Tyme has, on March 17, 1995, answered and denied the allegations in Plaintiff's Complaint and, additionally, counterclaimed for the sum of \$10,725.75 for products advanced to Plaintiff. Mediation scheduled for June 14; SETTLED FOR NO MONEY.

April 4, 1995

PARASIDIS, TRUSTEE V. COLORTYME, INC.

T/A COLORTYME FINANCIAL SERVICES, INC. (Suffolk, Virginia) Plaintiff filed a suit requesting that Defendant be ordered to return sales counter and two printers or pay the alternate value of \$3,174.11 by reason of Defendant's failure to return items to store in Suffolk West Shopping Center previously rented and occupied by Defendant. Appearance or Answer due May 17, 1995 at 2:30 p.m. SETTLED ON MAY 15, 1995, FOR \$1,500.00.

May 15, 1995

WESTGATE INVESTORS, LTD. V. RAC USA, INC., D/B/A/ RENT-A-CENTER, AND RAC USA, INC. D/B/A TIR, INC., AND COLORTYME STORES, INC., D/B/A COLORTYME STORES, INC., D/B/A COLORTYME, JOINTLY AND SEVERALLY; (Harris County, Texas) Breach of Lease action by landlord to collect unpaid rent, default interest and attorney's fees (\$30,000+). The affiliated company is no longer actively doing business, and has no assets. The company intends to vigorously defend itself, as it was not a party to the lease, although the lease was in the trade name of the company. It is likely that the Company has some exposure for the imposition of a minor amount of damages in this case due to its affiliation with the related entity.

April 10, 1995

RICHARD A. AND LORI GUNTLE V. ELMER L. BLAKEMORE III ET AL AND INCLUDING COLORTYME, INC., KEVIN A. GUNTLE V. ELMER L. BLAKEMORE III, ET AL AND INCLUDING COLORTYME, INC. (South Bend, Indiana) Plaintiffs filed Complaint for alleged negligence and carelessness of Elmer L. Blakemore III (a franchise employee) resulting in personal injuries from an automobile accident. Appearance or Answer due in 23 days. Awaiting response from Plaintiffs' attorney in regards to dismissing ColorTyme from the lawsuit. Plaintiffs' attorney refuses to dismiss ColorTyme from the lawsuit. Mediation scheduled for December 18, 1995; no settlement reached. Trial is set for May 8, 1996. Insurance carrier for Franchisee has accepted responsibility for all Defendants; therefore, the attorney for the insurance carrier will be representing ColorTyme in this litigation.

August 28, 1995

ROGER D. SAWYERS V. COLORTYME, INC., COLORTYME STORES, INC., STEPHENVILLE ENTERPRISES, TIMOTHY JAMES TILLISON, NICHOLAS K. CAMPBELL, A MINOR AND DANNY CAMPBELL (Dallas, Texas) Plaintiff filed complaint for motor vehicle damages. Appearance or Answer due in 20 days. Awaiting response from Plaintiff's attorney in regards to dismissing ColorTyme, Inc. and ColorTyme Stores, Inc. from the lawsuit. DISMISSED ON DECEMBER 29, 1995.

August 31, 1995

THE HUT COMPANY, INC., ET AL. V. COLORTYME, INC., ET AL. (Dallas, Texas; United States District Court). Litigation in which Franchisees allege breach of contract (Franchise Agreements), fraud, conspiracy in restraint of trade (15 U.S.C. ^ 1; Sherman Anti-Trust Act), violation of Civil RICO and the Texas Business and Commerce Code (unconscionable course of conduct) and breach of fiduciary duty. Will be vigorously defended.

October 25, 1995

KEVIN C. PAULSEN AND SHARI PAULSEN V. ELMER L. BLAKEMORE III, ET AL AND INCLUDING COLORTYME, INC. (South Bend, Indiana) Plaintiffs filed Complaint for alleged negligence and carelessness of Elmer L. Blakemore III (a franchise employee) resulting in personal injuries from an automobile accident. Appearance or

Answer due in 20 days. Awaiting response from Plaintiffs' attorney in regards to dismissing ColorTyme from the lawsuit. Plaintiffs' attorney refuses to dismiss ColorTyme from the lawsuit. No mediation or trial date has been scheduled. Insurance carrier for Franchisee has accepted responsibility for all Defendants; therefore, the attorney for the insurance carrier will be representing ColorTyme in this litigation.

January 10, 1996

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON V. COLORTYME, INC. (Chicago, Illinois) Suit to collect attorneys' fees charged to defend William Woodward Webb in JACOBSON PARTNERS, L.P. V. WILLIE R. TALLEY AND WILLIAM WOODWARD WEBB. SETTLED.

January 30, 1996

BRAVO V. COLORTYME, INC., ET AL. (Eagle Pass, Texas) Action for alleged trespass, conversion, assault and battery, negligent hiring and negligent entrustment on the part of franchisee and ColorTyme, Inc., resulting in pain, suffering, mental anguish, etc. Awaiting decision of Plaintiffs' counsel on request to dismiss ColorTyme from lawsuit. Advised that ColorTyme will need to seek local counsel. Extension of time granted to answer until March 11, 1996. Extension of time granted to answer until May 10, 1996. Extension of time granted to answer until June 10, 1996.

February 20, 1996

STATE OF WISCONSIN V. COLORTYME, INC. (Milwaukee, Wisconsin). A new action filed by the State of Wisconsin alleging violations by ColorTyme and its franchisee of the terms and conditions of the May 25, 1994 Settlement and Judgment entered in prior STATE OF WISCONSIN V. COLORTYME, INC. litigation, SUPRA. Specifically, the Complaint contends that ColorTyme and its franchisee are still offering unlawful rental-purchase transactions, are repossessing merchandise illegally and threatening to initiate criminal actions against delinquent customers in violation of the State unfair debt collection practices act. Based upon substantive conversations with the Assistant Attorney General handling this case, it is clear that this action is an attempt to judicially test the validity of the December 14, 1994 Wisconsin Banking Commission's opinion that "any option to acquire ownership of rented or leased goods, under rental or leased transactions entered into in this state, for an amount equal to or greater than 12% of the total of rental or lease payments under the transaction shall not be considered nominal consideration under the WCA". A vigorous defense will be maintained consistent with costs and good relations with the Attorney General's Office.

February 21, 1996

THE EASTWAY SQUARE LIMITED PARTNERSHIP V. COLORTYME, INC. (Charlotte, North Carolina) Breach of Lease action by landlord to collect unpaid rent, late payment charges and other charges (\$40,730.47) from September, 1994 through expiration of lease on June 30, 1995. Mr. Exline will attempt buy-out of lease obligations. SETTLED ON MAY 13, 1996 FOR \$30,000.00.

March 19, 1996

JOHNSON V. COLORTYME, INC. (Boise, Idaho) Action complaining of unfair debt collection practices including trespass, assault, battery, intentional infliction of emotional distress (harassing and abusive telephone calls, threats, etc.), defamation and breach of the peace.

Action also alleges violations of Consumer Protection Act and Credit Code. Awaiting decision of Plaintiff's counsel on request to dismiss ColorTyme from lawsuit since conduct complained of was solely that of franchisee. PLAINTIFF'S ATTORNEY HAS DISMISSED COLORTYME FROM THE LAWSUIT AND HAS SUBSTITUTED, IN ITS PLACE, THE FRANCHISEE AS A PARTY DEFENDANT.

March 25, 1996 BOYD V. COLORTYME, INC. (San Antonio, Texas) Action complaining of unfair debt collection practices including harassment, intimidation and abuse of customer in an effort to compel payment of overdue rent. Awaiting decision of Plaintiff's counsel on request to dismiss ColorTyme from lawsuit since conduct complained of was solely that of franchisee. PLAINTIFF'S ATTORNEY HAS AGREED TO DROP COLORTYME FROM THE LAWSUIT.

April 26, 1996 ANITA MICHELLE ALLEN, ET AL. V. HARVEY INDUSTRIES, ET AL, INCLUDING COLORTYME, INC. (Beaumont, Texas). Litigation involving allegations of toxic chemical exposure.

April 30, 1996 MARIA D. ALVIAR V. COLORTYME, INC., ET AL. (Alice, Texas). Litigation involving allegations of personal injury due to faulty installation of rental equipment. Appearance or answer due May 20. Awaiting decision of Plaintiff's counsel on request to dismiss ColorTyme from lawsuit.

\* Cases involving ColorTyme Stores, Inc.

SCHEDULE F-1  
TERM LOANS -- 100% RECOURSE

ABC TV AND STEREO RENTAL  
Dan Rudden  
757 E. 20th #350  
Denver, CO

11135 E. Colfax  
Aurora, CO

5800 Colfax  
Denver, CO

270 S. Federal  
Denver, CO

80 W. 84th Avenue  
Thornton, CO

COLORTYME LOAN--  
Promissory Note: 04-22-96  
Security Agreement: 01-15-96  
Guaranty: 04-22-96  
Stock Pledge Agreement: 01-15-96  
Stock Certificate: 04-22-96

ALL CLEAR OF NEW CASTLE  
Jim Farland  
1405 N. Dupont Highway #5  
New Castle, DE

COLORTYME LOAN --  
Promissory Note -- 12-07-93  
Promissory Note -- (not executed)  
Promissory Note -- (not executed)  
Guaranty -- 12-07-93

ALL CLEAR OF NEWARK  
18 Marrows Road  
Newark, DE

COLORTYME LOAN --  
Promissory Note -- December 07, 1993  
Promissory Note -- (not executed)  
Promissory Note -- (not executed)  
Guaranty -- (not executed)

ALL CLEAR OF SALISBURY  
800 S. Salisbury  
Salisbury, MD

COLORTYME LOAN --  
Promissory Note: 12-07-93  
Guaranty: 12-07-93



Promissory Note: (not executed)  
Guaranty: (not executed)

Promissory Note: 12-07-93  
Guaranty: 12-07-93

Promissory Note: (not executed)  
Guaranty: (not executed)

Promissory Note: 12-07-93  
Guaranty: 12-07-93  
Promissory Note: (not executed)  
Guaranty: (not executed)

CLASS H, INC.  
James Holub and Michael Holub  
15 Cliff Drive  
Mineral Wells, TX 76067

1928 Glynn #21  
Brunswick, GA

COLORTYME LOAN --  
Credit & Security Agreement" 02-29-96  
Pledge Agreement: 02-29-96  
Stock Power: 02-29-96  
Stock Certificates:

DAN CORP.  
Mel Daniel  
1702 Denney avenue  
Pascagoula, MS

1801 Pass Road  
Gulfport, MS

215 Superior Avenue  
Bogalusa, LA

COLORTYME LOAN--  
Promissory Note: July 5, 1993  
Guaranty: July 8, 1993  
UCCS: MS SOS 76678 08-23-93  
MS SOS 933788 08-23-93  
LA Washington 59-42444 07-26-93  
MS SOS 071050 07-27-93

H&M TV RENTALS  
Bobby W. Hanes  
710 E. Center Street  
Madisonville, KY

2045 US 41N  
Henderson, KY

1825 Wabash Street  
Terre Haute, IN

2310 Frederica Fnt.  
Owensboro, KY

301 N. 1st Avenue  
Evansville, IN

802 W. Main, Suite 4  
Booneville, IN

306 W. Fairchild  
Danville, IL

105 E. University  
Urbana, IL

COLORTYME LOAN --  
Promissory Note:  
Security Agreement:  
Pledge Agreement:  
Stock Power:  
Guaranty:

J&A RENTALS, INC.  
John Prothro  
1118 N. Taylor  
Garden City, KS

1905 W. Loop 281 #34  
Longview, TX

1219B W. Crawford  
Salina, KS

709 Perkins Road  
Stillwater, OK

2205 Central  
Dodge City, KS

2709 N. 14th Street  
Ponca City, OK

1539 N. Kansas  
Liberal, KS

1414 Industrial  
Emporia, KS

1121 S. Jackson Street  
Jacksonville, TX

2037 SE 29th  
Topeka, KS

3056 S. John Redditt  
Lufkin, TX

2135 North Summit  
Arkansas City, KS

123 S. Washington  
Junction City, KS

235 N. University #5  
Nacogdoches, TX

2310 E. SE Loop 323  
Tyler, TX

2323 Highway 79 S.  
Henderson, TX

2010 Crockett Street  
Palestine, TX

210 W. 5th Street  
Hutchinson, KS

COLORTYME LOAN --  
Promissory Note:  
Security Agreement:  
Guaranty: 05-24-93  
UCCS-UNSECURED  
Assumption Agreement: 07-01-93

JLJ Enterprises  
Larry Crist  
291 Barnett Road  
Medford, OR

COLORTYME LOAN --  
Promissory Note: 01-15-95  
Security Agreement: 01-15-95  
Pledge Agreement: 01-15-95  
Stock Power: 01-15-95  
UCCS-OR SOS S46375 03-31-95

KENTEX, INC.  
Joe Ballard  
1037 Mineral Wells Avenue  
Paris, TN

822 Joe Clifton Drive  
Paducah, NY

206 E. Reelfoot Avenue  
Union City, TN

408 N. 12th Street  
Murray, KY

913 W. Broadway  
Mayfield, KY

COLORTYME LOAN --  
Promissory Note: 01-29-96  
Security Agreement: 01-29-96  
Guaranty: 01-29-96

UCCS-KY Calloway-86244	12-16-88	Cont'd	03-20-93
Calloway-58396	02-04-83	Cont'd	01-19-93
Graves-60320	03-13-89	Cont'd	01-07-94
McCracken-703	01-27-87	Cont'd	10-07-91
TN SOS-521804	03-21-88	Cont'd	01-21-93

MAYO INVESTMENT, INC.  
James Mayo  
1191 Oak Ridge Tpk.  
Oak Ridge, TN

4414 Boradway  
Knoxville, TN

4409Q Chapman Hwy.  
Knoxville, TN

2745 N. Keith Street  
Cleveland, TN

1611 E. A. Johnson Hwy.  
Morristown, TN

425 S. Jefferson  
Cookeville, TN

COLORTYME LOAN--  
Promissory Note: 04-20-95  
Security Agreement: 04-20-95  
Guaranty: 04-20-95

McCabe Enterprises, Inc.  
Ray McCabe  
605 E. Anaheim  
Long Beach, CA

1731 W. Katella  
Anaheim, CA

2144 S. Bristol  
Santa Ana, CA

COLORTYME LOAN --  
Promissory Note: 11-30-95  
Security Agreement: 6-19-95 & 12-05-95  
Guaranty: 11-30-95  
Stock Power: 12- -95  
Stock Certificate: 12- -95  
UCCS- CA SOS 93229692 11-12-93  
CA SOS 9512160738 04-28-95  
CA SOS 9512160761 04-28-95  
CA SOS 9512160748 04-28-95

Mimark Enterprises--UTICA  
Pat Parker, Joe Aromola  
5703 Read Blvd.  
New Orleans, LA

COLORTYME LOAN --  
Promissory Note: February, 1996  
Security Agreement: February, 1996  
Guaranty: February, 1996  
Stock Power:

Stock Certificate:  
Pledge & Security Agreement:  
UCCS: LA Orleans 36-104290 03-20-96

PAMIK, INC.  
Mike Harmon  
1672 S. Main  
Laurinburg, NC

1812 Sam Rittenburg  
Charleston, SC

1740 High Market Street  
Georgetown, SC

1317 N. Main  
Summerville, SC

COLORTYME LOAN --  
Promissory Note: 11-21-94 (Copy)  
Security Agreement: 11-21-94 (Copy)  
Guaranty: 11-21-94 (Copy)  
UCCS- SC SOS 0663798 03-27-90 Cont'd 12-07-94  
NC Scotland 93 731 12-28-93

ROSE DEVELOPMENT  
Darryl Rose  
199 Paragon Pkwy. #2  
Clyde, NC

1007 A Patton Avenue  
Asheville, NC

208 Thompson Street #A  
Hendersonville, NC

176 Walmart Plaza  
Sylva, NC

586A Andrews Road  
Murphy, NC

COLORTYME LOAN --  
Promissory Note: 01-29-96  
Security Agreement: 01-29-96  
Guaranty: 01-29-96  
Pledge & Security Agreement:  
Stock Pledge:

UCCS-NC-SOS 96-111 05-08-96  
NC Henderson 96-0445 05-08-96

NC SOS 7457 05-08-96  
UTICA-DARTMOUTH RENTAL  
COLORTYME LOAN --  
Promissory Note: 03-06-95  
Security Agreement: 03-15-96

SCHEDULE F-2  
LINE OF CREDIT ACCOUNTS -- 100% RECOURSE

H&M TV RENTALS  
Bobby W. Hanes  
710 E. Center Street  
Madisonville, KY

2045 US 41N  
Henderson, KY

1825 Wabash Street  
Terre Haute, IN  
2310 Frederica Fnt.  
Owensboro, KY

301 N. 1st Avenue  
Evansville, IN

802 W. Main, Suite 4  
Booneville, IN

306 W. Fairchild  
Danville, IL

105 E. University  
Urbana, IL  
Credit & Security Agreement: 04-20-95  
Guaranty: 05-24-95  
UCCS-IN SOS 1771255 03-25-92

IN Warrick	1995U02041	09-12-95
KY Daviess	65836	07-27-92
KY Daviess	35-1483783	07-27-92
KY Hopkins	243446	07-27-92
KY Henderson	0119497	07-27-92
IL SOS	3016052	08-04-92

JOHNSON-STANDLEY CORP.  
Ned Johnson  
111 Boston Avenue  
Bridgeport, CT

324 Appleton  
Holyoke, MA

1334 Liberty Street  
Springfield, MA

1321 Whalley Avenue  
New Haven, CT  
949 Maple Avenue  
Hartford, CT

767 B Wolcott Street  
Waterbury, CT

1176-80 Elizabeth Avenue  
Elizabeth, NJ

656 Newark Avenue  
Jersey City, NJ

230 Main  
Asbury Park, NJ

126 Broadway  
Patterson, NJ

43 New Street  
Irvington, NJ

Security Agreements: 11-02-92 & 11-06-92  
Guaranties: 3 @ 11-02-92

Corporate Guaranties:	11-02-92 & 2 @	11-30-92
UCCS- NJ SOS-1440041	02-11-92	
CT SOS-708471	06-05-87	Cont'd 12-27-91
MA SOS-660147	12-31-86	Cont'd 08-22-91
CT SOS-681340	01-05-87	Cont'd 12-27-91

MAYO INVESTMENTS, INC.  
James Mayo  
1191 Oak Ridge Tpk.  
Oak Ridge, TN

4414 Broadway  
Knoxville, TN

4409Q Chapman Hwy.  
Knoxville, TN

2745 N. Keith Street  
Cleveland, TN

1611 E. A. Johnson Hwy.  
Morristown, TN

425 S. Jefferson  
Cookeville, TN

Security Agreement: 09-05-95  
Guaranty: 03-30-87  
UCCS-TN SOS 400289 01-21-87 Cont'd 10-07-91  
Cont'd 10-09-95

UTICA RENTAL SYSTEMS  
Dealer #3180  
Pat Parker  
446 Dartmouth Street  
New Bedford, MA

3350 Cleveland Avenue  
Columbus, OH

4109 S. Carrollton Avenue  
New Orleans, LA

"44 Plaza" Route 44  
Poughkeepsie, NY

1154 Mohawk Street  
Utia, NY

22066 US Rt. 11  
Watertown, NY

Plaza 44-280 Winthrop  
Taunton, MA

360 Rhode Island Avenue  
Fall River, MA

3766 E. Broad  
Columbus, OH

2172 W. 4th Street  
Mansfield, OH

Route 7 & Watt  
Schenectady, NY

117 Corporation Drive  
Hyannis, MA

139 Central Avenue  
Albany, NY

333 North Street  
Pittsfield, MA

119 Carmel Avenue  
Lafayette, LA

4519 Westbank Expressway  
Marrerro, LA

1144 W. Erie Blvd.  
Rome, NY

Security Agreements: 06-06-91 & 06-20-95  
Guaranties: 09-06-90; 06-20-95; 02-25-87 & 11-27-90  
Corporate Guaranties:  
Providence Rental 06-11-93  
Poughkeepsie Rental 06-11-93  
Dartmouth Rental 06-11-93  
T.J. Rental 06-11-93  
Rochester Rental 06-11-93  
28-349009 05-11-92  
UCCS-LA E. Baton Rouge 17-1064581 10-08-90 Cont'd 07-10-95  
LA E. Baton Rouge  
OH SOS-AH0039308 04-27-92  
OH Franklin 81176 05-17-93  
NY SOS 218593 08-31-89 Cont'd 08-10-94  
NY Oneida 8905075 08-21-89 Cont'd 08-03-94

UTICA-POUGHKEEPSIE  
Security Agreements-09-06-90 & 06-20-95  
Guaranties: 09-06-90 & 06-20-95  
UCCS-MA SOS 027490 05-21-91 Cont'd 06-26-95  
NY SOS 217589 10-11-90 Cont'd 07-24-95  
LA E. Baton Rouge 17-1086648 06-01-93  
MA Pittsfield City Clerk 98-18 01-13-94

UTICA-T.J. RENTALS  
Security Agreement-06-20-95  
Guaranties: 05-16-94 & 06-11-93

Corporate Guaranties:                    Utica Rental                    06-11-93  
    Poughkeepsie Rental        06-11-93  
    Dartmouth Rental            06-11-93  
    Rochester Rental            06-11-93  
 Providence Rental                        06-11-93

UCCS- LA East Baton Rouge 17-1086651 06-01-93  
        LA East Baton Rouge 17-1088313 07-29-93

UTICA-PROVIDENCE RENTAL SYSTEMS

Pat Parker  
 50 Plainfield Street  
 Providence, RI

124 Broad Street  
 Pawtucket, RI

1500 Diamond Hill Road  
 Woonsocket, RI

Security Agreement: 06-20-95

Corporate Guaranties:                    Utica Rental                    06-11-93  
    Poughkeepsie Rental        06-11-93  
    Dartmouth Rental            06-11-93  
    T.J. Rental                    06-11-93  
    Rochester Rental            06-11-93

UCCS-            RI    SOS-560376            08-21-89            Cont'd    06-01-94  
                   LA    E. Baton Rouge        17-1086647                                    06-01-93  
                   RI    SOS-512540            01-15-87            Cont'd    10-16-91  
  
                   OH    Franklin            81176            05-17-93  
                   NY    SOS                218593            08-31-89            Cont'd    08-10-94  
                   NY    Oneida            8905075            08-21-89            Cont'd    08-03-94

UTICA-ROCHESTER RENTAL SYSTEMS

Pat Parker  
 3162 Lake Road  
 Horseheads, NY

999 E. Ridge Road  
 Rochester, NY

Security Agreement: 06-20-95  
 Guaranties: 10-21-91 & 06-20-95

Corporate Guaranties:                    Utica Rental                    06-11-93  
    Poughkeepsie Rental        06-11-93  
    Dartmouth Rental            06-11-93  
    T.J. Rental                    06-11-93  
    Providence Rental            06-11-93

UCCS-NY    SOS-91-24037            11-18-91  
                  NY Monroe                95-8265            11-16-95  
                  LA E. Baton Rouge        171086649            06-11-93  
  
                  OH Franklin                81176            08-31-89                                    05-17-93  
                  NY SOS                    218593            08-31-89            Cont'd    08-10-94  
                  NY Oneida                8905075            08-21-89            Cont'd    08-03-94

SCHEDULE F-3  
 LINE OF CREDIT ACCOUNTS -- 50% RECOURSE

ABC TV AND STEREO RENTAL

Dan Rudden  
 757 E. 20th #350  
 Denver, CO

11135 E. Colfax  
 Aurora, CO

270 S. Federal  
 Denver, CO

5800 Colfax  
 Denver, CO

80 W. 84th Avenue  
 Thornton, CO

Credit & Security Agreement: 05-17-95  
 Guaranty Date: 01-31-95  
 Guaranty Date: 06-27-87

UCCS- CO SOS-00957730            01-16-87            Cont'd    12-27-91

AFFINITY, INC.  
Susan Schoenenberger  
5005 Gov. Ritchie  
Baltimore, MD

Credit & Security Agreement: 08-24-92  
Guaranty Date: 08-24-92

UCCS- MD SOS-22838166 10-09-92  
MD Anne Arundel 11-17-92

ALL CLEAR OF NEW CASTLE  
Jim Farland  
1405 N. Dupont Highway #5  
New Castle, DE

Credit & Security Agreement: 07-14-95  
Credit & Security Agreement: 04-01-93  
Guaranty: 04-27-93  
Corporate Guaranties: 3 @ 07-14-95; 04-27-93

UCCS- DE SOS-306035 05-07-93  
DE SOS-303977 03-29-93  
DE SOS-07392 05-25-90 Cont'd 02-17-95

ALL CLEAR OF DOVER, INC.  
288 S. Dupont Highway  
Dover, DE

Credit & Security Agreement: 07-14-95  
Credit & Security Agreement: 04-01-93  
Corporate Guaranties: 3 @ 07-14-95; 3 @ 04-27-93  
UCCS-DE SOS-306037 05-07-93  
DE SOS-303976 03-29-93

ALL CLEAR OF NEWARK  
18 Marrows Road  
Newark, DE

Credit & Security Agreement: 07-14-95  
Credit & Security Agreement: 04-01-93  
Corporate Guaranties: 3 @ 07-14-95; 3 @ 04-27-93  
UCCS-DE SOS-306036 05-07-93  
DE SOS-303978 03-29-93  
DE SOS-07392 05-25-90 Cont'd 02-17-95

ALL CLEAR OF SALISBURY  
800 S. Salisbury  
Salisbury, MD

Credit & Security Agreement: 07-14-95  
Credit & Security Agreement: 04-01-93  
Corporate Guaranties: 3 @ 07-14-95; 3 @ 04-27-93  
UCCS-MD SOS-31198405 04-29-93  
MD Wicomico 930702 04-29-93  
DE SOS-07392 05-25-90 Cont'd 02-17-95

CAPITAL, INC.  
Don Hayes  
2158 Brownsvillie Road  
Pittsburgh, PA

Security Agreement: 11-01-89  
Guaranties: 2 @ 11-01-89  
UCCS-PA SOS-18050041 12-28-89 Cont'd 10-03-94  
PA Allegheny 95005601 08-18-95  
PA Allegheny 95005602 08-18-95

DARGAN LEASING  
Tim Dargan  
1817 Mt. Holly Rd.  
Burlington, NY

6718 Blackhorse Pk.  
Ed Harbor, NJ

2881 Mt. Eshaim Avenue  
Camden, NJ

1636 N. Olden Avenue  
Ewing, NJ

Credit & Security Agreement: 09-07-95  
Guaranty: 04-22-91  
UCCS-NJ SOS-1391125 03-25-91 Cont'd 01-25-96

EBRO INTERNATIONAL  
Frank Pannell  
400 N. Navy Blvd., #4  
Pensacola, FL

33 Brent Lane  
Pensacola, FL

99 N. Elgin Pkwy, #6B  
Ft. Walton Beach, FL

1010-B Freeport Highway  
De Funiak Springs, FL

Credit & Security Agreement: 07-07-89  
Guaranties: 07-07-89; 05-22-89 & 06-1-95  
UCCS-FL SOS-8900000-145667 05-30-89 Cont'd 02-04-94

J.E.M. LEASING, INC.  
Mike Houseworth  
910 International Speedway  
Daytona Beach, FL

2701 SW College #307  
Ocala, FL

Security Agreement: 08-08-95 A& 02-17-93  
Guaranty: 02-28-93  
Corporate Guaranty: 02-28-93  
UCCS-FL SOS-89000023077 08-28-89 Cont'd 06-14-94  
Assumption Agreement: 07-01-93

JERETY CORPORATION  
John Lesch  
3021 NE 72nd Avenue #15  
Vancouver, WA

Security Agreement: 09-30-95 & 09-10-91  
Guaranty: 09-10-91  
UCCS-WA SOS- 09-30-91

KEY RENT-TO-OWN (RTO)  
Jeff Hazard  
1183 Merritt Blvd.  
Dundalk, MD

4004 Eastern  
Baltimore, MD

2111 W. Patapsco Avenue  
Baltimore, MD

2335 E. Northern Pkwy.  
Baltimore, MD

Security Agreement: 11-06-92  
Guaranty: 11-06-92  
UCCS-MD SOS-537885 11-27-92  
MD SOS-23328195 11-27-92  
MD Baltimore-459320 12-29-92

LOCKHART RENTALS, INC.  
Tony Lockhart  
228L Roger Willis Blvd.  
Glasgow, KY

2945 Scottsville #32  
Bowling Green, KY

Security Agreement: 09-28-95  
Guaranty: 08-13-92  
UCCS-KY Warren-100284 12-27-89 Cont'd 10-07-94  
KY Barren-009051 03-11-93

MARTIN & SHEEHAN, INC.  
Peter Sheehan  
300 Main St.-Simoneau  
Nashua, NH

345 Lincoln Street  
Manchester, NH

Security Agreement: 12-20-93  
Guaranty: 04-13-87  
UCCS-NH SOS 245062 01-21-87 Cont'd 10-16-91  
City of Nashua 060313 10-09-86 Cont'd 05-28-91  
City of Manchester 100,939 11-20-86 Cont'd 05-28-91

M. G. LEASING, INC.  
Steve Gopoyan  
731 Main Street  
Worcester, MA  
Security Agreement: 08-19-95  
Guaranty: 01-27-94

UCCS- MA SOS 12-30-93

MOLNER, KILBY, SHIVELY  
Gary Kirby  
1244 N. 1st Street  
Fresno, CA

Security Agreement: 08-15-95  
Guaranty: 11-18-86



UCCS- CA SOS- 01-16-87 Cont'd 10-07-91

MWT LEASING, INC.  
Jim Moore  
3110 New Bern Ave. #112  
Raleigh, NC

Security Agreement: 08-20-93  
Guaranty: 08-20-93  
UCCS-NC SOS-08-31-93 09-07-93

NEWJAX CONCEPTS, INC.  
Mike Houseworth  
3118 W. Edgewood Avenue  
Jacksonville, FL

Security Agreement: 10-22-92  
Guaranty: 09-09-93  
Corporate Guaranty: 10-22-92

UCCS- FL SOS-920000299250 10-29-92

R.K.K., Inc.  
Dealer #4910  
Jerry Kane  
5107 Venice Blvd.  
Los Angeles, CA

911 N. La Brea  
Inglewood, CA

Security Agreement: 02-28-91  
Guaranty: 10-29-87

UCCS-CA SOS-85096993 02-13-90 Cont'd 01-13-95  
CA Los Angeles- 04-19-85 Cont'd 02-15-90  
Cont'd 01-13-95  
CA SOS-87014209 01-16-87 Cont'd 10-07-91

RENTAL SYSTEMS, INC.  
Arnold Jones  
3251 W. 3rd Street  
Bloomington, IN

3150 Columbus Center  
Columbus, IN

4200 S. East #13  
Indianapolis, IN

1972 Elmwood Avenue  
Lafayette, IN

450 S. 9th  
Richmond, IN

1001 W. Jackson Street  
Muncie, IN

Security Agreements: 07-02-95 & 01-11-93  
Guaranties: 07-02-95; 08-03-95; 12-09-94 & 01-11-93  
UCCS IN SOS-1821715 01-07-93  
IN Floyd-10209 01-22-93

SBG LEASING  
Steve Gopoyan  
15-17 Corinth Street  
Roslindale, MA

541 Columbus Road  
Dorchester, MA

317-319 Belmont Street  
Brockton, MA

Security Agreement: 08-19-95  
Guaranty: 10-15-92  
Corporate Guaranty: 03-12-92  
UCCS-MA SOS-034079 06-25-91  
MA Worcester-112235 06-29-94

TEL-NAKA RENTALS  
Don Hayes  
575 Morgantown St. #25

Uniontown, PA

Security Agreement: 11-01-89  
Guaranty: 11-01-89

UCCS- PA SOS- 12-05-89 Cont'd 10-03-94  
PA Allegheny 10-13-92

TEL-REN, INC.

Don Hayes  
1706A Mileground  
Morgantown, WV

Greensburg Shop Ctr. #11  
Greensburg, PA

Security Agreement: 04-03-87  
Guaranty: 03-12-89

UCCS- PA	SOS-21981610	06-02-93			
PA	Westmoreland-1825 of 1984		5-18-84	Cont'd	01-20-94
WV	SOS-230510	12-30-86		Cont'd	08-23-91
WV	Monongalia-1447	12-29-86		Cont'd	09-16-91

TRINITY LEASING  
Preston Avery  
2300 Church Street  
Conway, SC

Security Agreements: 06-11-92 & 04-22-92  
Guaranties: 03-15-95; 04-22-92 & 06-11-92

UCCS- SC	SOS-92-922588	05-12-92			
NC	SOS-0889752	05-13-92			
SC	SOS-92-931382	07-06-92			