

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA  
THIRD DIVISION**

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In re: Chapter 7  
Champion Auto Stores Inc, Bankruptcy No. 98-32743  
Debtor(s).

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**NOTICE OF HEARING AND OBJECTION TO  
PROOF OF CLAIM NOS. 320, 344, 381, 397, 410, 475, and 680**

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To: Claimants, Debtor, Debtor's Attorney, and United States Trustee

I.

Mary Jo A. Jensen-Carter, the duly appointed and qualified trustee of the captioned bankruptcy estates, objects to the above proof of claim and gives notice of hearing herewith.

II.

The court will hold a hearing on this objection on September 2, 2004, at 1:30 p.m., or as soon thereafter as counsel may be heard, in Courtroom No. 228A, 200 Federal Court Building, 316 North Robert Street, St. Paul, Minnesota.

III.

This court has jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334 and amendments thereto. This objection arises under 11 U.S.C. § 502 and Bankruptcy Rule 3007. Local Rule 3007-1 is applicable. This is a core proceeding under 28 U.S.C. § 157(b)(2)(B). Debtor, Champion Auto Stores Inc., filed a case under Chapter 11 of the United States Bankruptcy Code on May 4, 1998. The case was converted to a Chapter 7 case on December 11, 1998.

IV.

Trustee asks that the following claims be denied in their entirety:

CLAIM NO.	CLAIMANT	AMOUNT
320	Billsearch Enterprises, Inc. d/b/a Champion Auto Store #228 6528 University Avenue North Fridley, MN 55432	Undetermined
344	Jay-Jay Enterprises, Inc. John's Champion Auto #402 P.O. Box 262 Little Chute, WI 54140	\$67,212.30
381	Lee Roger Miner 4247 Viking Blvd. East Bethel, MN 55092	\$1,800.00
397	Christopher M. Frickstad 6028 – 36 <sup>th</sup> Avenue North Crystal, MN 55422	\$532.00
410	IOS Capital f/k/a IKON Capital Bankruptcy Administration P.O. Box 9115 Macon, GA 31208	\$58,448.50
475	Community First Bank Attn: Richard Jordahl P.O. Box 1599 Detroit Lakes, MN 56502	\$8,976.00
680	Dal & Kelly Rondeau P.O. Box 293 Isanti, MN 55040	\$3,140.64

V.

Billsearch Enterprises, Inc. filed Claim No. 320 for an undetermined amount. Trustee has sent several letters to the claimant asking that the amount of the claim be verified; there has been no response. Under the circumstances, Trustee asks that the claim be denied in its entirety.

Jay-Jay Enterprises, Inc. filed Claim No. 344 in the amount of \$67,212.30 for alleged damages for breach of a Franchise Agreement. However, based upon Trustee's knowledge, all Franchise Agreements were assigned to third parties. Under the circumstances, Trustee does not believe that the Claimant suffered damages as a result of a breach of the Franchise Agreement. Furthermore, the claim itself indicates that the claim is unliquidated. Under the circumstances, Trustee objects to the allowance of the claim and asks the Court to disallow it in its entirety.

Mr. Meyer filed Claim No. 381 in the amount of \$1,800.00 for vacation time. However, based upon the debtor's records, he is entitled to a priority wage claim of \$450.00 and a general unsecured claim of \$690.00. The amounts are included in Claim Nos. 412 and 413 which were filed by the debtor's Chapter 11 counsel. Under the circumstances, Trustee believes that Claim No. 381 is duplicative of the other claim and should be disallowed in its entirety.

Mr. Frickstad filed Claim No. 397 in the amount of \$532.00 as a priority claim. However, based upon the debtor's records, he is entitled to a priority wage claim of \$80.00 and a general unsecured claim of \$95.00. Mr. Frickstad's claim, in addition to contradicting the debtor's records, is duplicated in Claim Nos. 412 and 413 filed by the debtor's officers in the debtor's bankruptcy proceeding. Accordingly, Trustee believes that Claim No. 397 should be disallowed in its entirety.

IOS Capital filed Claim No. 410 in the amount of \$58,448.50. The claim appears to be for amounts due on unexpired leases and executory contracts. The claim was filed during the debtor's Chapter 11 proceeding. Under the circumstances, Trustee cannot determine what, if any, portion of the claim remained unpaid as of the date of the bankruptcy filing. Therefore, Trustee objects to the claim in its entirety.

Community First Bank filed Claim No. 475 in the amount of \$8,976.00. The Complaint attached to the claim alleges damages due from the debtor as a result of alleged misrepresentations made by the debtor. However, it does not appear that the Claimant obtained a judgment against the debtor. Furthermore, Trustee does not believe that the cause of action set

forth in the Complaint against the debtor has any merit. Accordingly, Trustee objects to the allowance of the claim in its entirety.

Mr. & Mrs. Rondeau filed Claim No. 680 in the amount of \$3,140.64 for unpaid insurance premiums and dental bills. Based upon the debtor's records, the claimants were entitled to payment of \$716 for unpaid insurance claims. On May 30, 2000, pursuant to Court Order, the claimants were paid \$716 for that claim. Trustee believes that the remaining portions of the claimants' claim are inaccurate in that they contradict the debtors' payroll records. Under the circumstances, Trustee asks that Claim No. 680 be denied in its entirety.

#### VI.

Claimants are hereby notified pursuant to Local Rules 9006-1 and 9013-2, any answer or other response to this objection must be filed with the Court and delivered to the Trustee not later than August 30, 2004, which is three days prior to the hearing (excluding Saturdays, Sundays, and holidays). If served by mail, the papers must be filed with the Court and delivered to the Trustee no later than August 24, 2004, which is seven days prior to the hearing date set forth above (excluding Saturdays, Sundays, and holidays).

**UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT  
MAY GRANT THE MOTION WITHOUT A HEARING.**

#### VII.

In the event that an answer raises issues which cannot be easily resolved at the hearing, Trustee may request to the Court that the hearing be used as a scheduling conference and that further hearings be set by the Court.

WHEREFORE, trustee prays for an Order of this Court disallowing the following claims in their entirety and granting such other and further relief as the Court deems just and equitable:

<b>CLAIM NO.</b>	<b>CLAIMANT</b>	<b>AMOUNT</b>
320	Billsearch Enterprises, Inc. d/b/a Champion Auto Store #228 6528 University Avenue North Fridley, MN 55432	Undetermined
344	Jay-Jay Enterprises, Inc. John's Champion Auto #402 P.O. Box 262 Little Chute, WI 54140	\$67,212.30
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475	Community First Bank Attn: Richard Jordahl P.O. Box 1599 Detroit Lakes, MN 56502	\$8,976.00
680	Dal & Kelly Rondeau P.O. Box 293 Isanti, MN 55040	\$3,140.64

Dated: July 23, 2004.

/e/ Mary Jo A. Jensen-Carter  
Mary Jo A. Jensen-Carter  
1339 East County Road D  
Vadnais Heights, MN 55109  
(651) 486-7475

### VERIFICATION

I, Mary Jo A. Jensen-Carter, Chapter 7 Trustee of the captioned bankruptcy case, certify under penalty of perjury that I have read the foregoing Objection to Proof of Claims and the information contained therein is true and correct to the best of my knowledge, information and belief.

Dated: July 23, 2004.

/e/ Mary Jo A. Jensen-Carter  
Mary Jo A. Jensen-Carter



<b>United States Bankruptcy Court</b>		<b>PROOF OF CLAIM</b>	
District of <u>Minnesota</u>			
In re (Name of Debtor) <u>Champion Auto Stores, Inc.</u>		Case Number <u>98-32743</u>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (The person or entity to whom the debtor owes money or property) <u>Jay-Jay Enterprises, Inc.</u>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and Addresses Where Notices Should be Sent <u>John's Champion Auto #402</u> <u>Post Office Box 262</u> <u>Little Chute, WI 54140</u> Telephone No.: <u>(920) 766-0000</u>			
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:		Check here if this claim: <input type="checkbox"/> amends a previously filed claim, dated: _____ <input type="checkbox"/> replaces	
1. BASIS FOR CLAIM: <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (Describe briefly) <u>see supplement attached</u> (date) _____ (date) _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your social security number _____ <input type="checkbox"/> Unpaid compensations for services performed from _____ to _____			
DATE DEBT WAS INCURRED: & incorporated herein <u>if</u> COURT Judgment, DATE OBTAINED: _____			
4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM			
<input type="checkbox"/> SECURED CLAIM \$ _____ Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) _____  Amount of arrearage and other charges included in secured claim above, if any \$ _____		<input type="checkbox"/> UNSECURED PRIOR CLAIM \$ _____ Specify the priority of the claim.  <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan—U.S.C. 5 507(a)(4)  <input type="checkbox"/> Up to \$900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6)  <input type="checkbox"/> Taxes or penalties of governmental units—11 U.S.C. § 507(a)(7)  <input type="checkbox"/> Other—11 U.S.C. §§ 507(a)(2), (a)(5) —(Describe briefly) _____	
5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: \$ <u>67,212.30</u> (Unsecured) \$ _____ (Secured) \$ _____ (Priority)		\$ <u>67,212.30</u> (Total)	
<input type="checkbox"/> Check this box if claim includes pre-petition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.			
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor. <u>Amounts owed to Debtor vary with stock shipped daily.</u>			
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date <u>9/19/98</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) <u>John C. Suidzinski</u> President		

RECEIVED

98 SEP 22 AM 8:50

U.S. BANKRUPTCY COURT  
MINNAPOLIS, MN

THIS SPACE IS FOR COURT USE ONLY

THIS SPACE IS FOR COURT USE ONLY

*(Handwritten signature and initials)*

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C., §6162 and 3571.

SUPPLEMENT TO PROOF OF CLAIM

Debtor: Champion Auto Stores, Inc.

Bky Case No.: 98-32743 (DDO)

Petition Date: May 4, 1998

Creditor: Jay-Jay Enterprises, Inc. dba John's Champion Auto #402

1830 East Main Street Post Office Box 262

Little Chute, WI 54140

1. The undersigned operates a Champion Auto Store in Wisconsin under authority of a Franchise Agreement (the "Agreement") executed between the undersigned and Champion Auto Stores, Inc. (the "Debtor") as of June 4, 1991. Without conceding that the Agreement constitutes an executory contract for purposes of Section 365 of the Bankruptcy Code of 1978 (as amended, the "Bankruptcy Code"), the undersigned states that as of this proof of claim, there has been or will be a legal breach of contract or rejection of the contract.

2. The undersigned claims as damages \$670 in total credit for returned merchandise to Debtor and three years' net profits, plus an inflation factor of 10% over the three year period as anticipated lost profits due to the rejection of the contract. Total amount claimed is \$67,212.30.

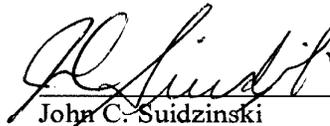
2. The undersigned hereby reserves the right to modify this claim or to file a separate claim for any damages arising out of the rejection of the Agreement or for any other losses or damages that the undersigned may incur by reason of actions taken or not taken by the debtor, whether before or after the commencement of this bankruptcy case.

3. The undersigned reserves the right to amend and further supplement this proof of claim at any time during the pendency of this case. Nothing contained herein shall be construed as an admission by the undersigned as to any matter or issue. Without limiting the generality of the foregoing, nothing contained herein shall be construed as a consent by the undersigned to the assumption or the assumption or assignment of the Agreement, as an admission that the Agreement is subject to assumption or assumption and assignment in the captioned bankruptcy case or as an admission as to the amounts that may be required to cure any pre-petition date default under the Agreement as a condition of such assumption or assumption and assignment.

4. The claim herein is unliquidated.

Dated: September 19, 1998

Jay-Jay Enterprises, Inc. dba John's Champion Auto #402



John C. Suidzinski

President

PENALTY for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to

CHAMPION AUTO STORE #402/LITTLE CHUTE  
INCOME STATEMENT  
FOR THE PERIOD ENDED DECEMBER 31, 1996

RUN DATE: 03/03/97

	*****C U R R E N T*****			*****P R I O R*****			*****V A R I A N C E*****		
	MONTH	% OF SALES	Y-T-D 12 MONTHS	MONTH	% OF SALES	Y-T-D 12 MONTHS	MONTH	% OF SALES	Y-T-D 12 MONTHS
Sales	29,191.67	100.00	504,295.01	42,930.47	100.00	543,066.50	100.00	(38,771.49)	7.14
Cost of Sales:									
Purchases-Champion Auto	14,975.62	51.30	318,870.93	33,658.05	78.40	355,974.85	65.55	(37,103.92)	(10.42)
Purchases-Other	643.20	2.20	9,880.83	841.76	1.96	10,196.41	1.88	(315.58)	(3.10)
Discounts	(347.62)	(1.19)	(6,364.11)	(495.60)	(1.15)	(6,857.63)	(1.26)	492.52	(7.20)
Inventory Change	4,725.46	16.19	(4,014.13)	(5,951.36)	(13.88)	(5,030.81)	(0.93)	1,016.68	(20.21)
TOTAL COST OF SALES	19,996.66	68.50	318,373.52	28,052.85	65.34	354,282.82	65.24	(35,909.30)	(10.14)
GRASS PROFIT-AUTOMOTIVE	9,195.01	31.50	185,921.49	14,877.62	34.66	188,783.68	34.76	(2,862.19)	1.52
Service Income	149.95	100.00	4,514.37	101.85	100.00	4,077.78	100.00	436.59	(10.71)
SERVICE PROFIT/LOSS	149.95	100.00	4,514.37	101.85	100.00	4,077.78	100.00	436.59	(10.71)
TOTAL SALES	29,341.62	100.00	508,809.38	43,032.32	100.00	547,144.28	100.00	(38,334.90)	7.01
TOTAL GROSS PROFIT	9,344.96	31.85	190,435.86	14,979.47	34.81	192,861.46	35.25	(2,425.60)	1.26
DIRECT EXPENSES:									
Wages & Salaries	4,828.27	16.54	45,253.95	5,308.39	12.37	43,098.89	7.94	2,155.06	5.00
Wages-Related Parties	326.76	1.12	4,748.17	2,159.88	5.03	2,746.08	0.51	2,002.09	72.91
Officers Salaries	0.00	0.00	14,400.00	2,700.00	6.29	22,100.00	4.07	(7,700.00)	(34.84)
Outside Help	0.00	0.00	615.25	0.00	0.00	208.50	0.04	406.75	195.08
Payroll Taxes	636.66	2.18	5,950.19	846.07	1.97	6,140.21	1.13	(190.02)	(3.09)
Rent	2,543.00	8.71	30,255.32	2,543.00	5.92	30,464.00	5.61	(208.68)	(0.69)
Advertising-Champion Auto	1,335.85	4.58	18,467.90	3,614.04	8.42	23,680.60	4.36	(5,212.70)	(22.01)
Advertising-Other	196.20	0.67	1,880.90	228.15	0.53	1,736.10	0.32	144.80	8.34
Advertising MAP	(234.00)	(0.80)	(826.18)	0.00	0.00	(557.56)	(0.10)	(268.62)	48.18
Property Tax	356.61	1.22	356.61	398.22	0.93	398.22	0.07	(41.61)	(10.45)
Depreciation	95.61	0.33	1,147.29	103.47	0.24	1,241.52	0.23	(94.23)	(7.59)
Amortization	0.00	0.00	1,950.66	325.11	0.76	3,901.32	0.72	(1,950.66)	(50.00)
Interest	(4.14)	(0.01)	1,671.13	279.15	0.65	3,756.14	0.69	(2,085.01)	(55.51)
Interest-Stockholder	0.00	0.00	204.24	7.55	0.02	90.60	0.02	113.64	125.43
Credit Card Fees	76.91	0.26	1,362.18	80.47	0.19	1,023.76	0.19	338.42	33.06
Professional Fees	631.10	2.16	2,109.20	588.10	1.37	3,191.02	0.59	(1,081.82)	(33.90)
Store Supplies	143.66	0.49	3,779.17	163.70	0.38	3,648.60	0.67	130.57	3.58
Uniforms	0.00	0.00	440.16	0.00	0.00	16.80	0.00	423.36	520.00
Insurance	277.25	0.95	3,306.84	0.00	0.00	3,090.04	0.57	216.80	7.02
Life Insurance	0.00	0.00	346.65	0.00	0.00	346.65	0.06	0.00	0.00
Equipment Rental	68.25	0.23	945.00	68.25	0.19	1,204.85	0.22	(259.85)	(21.57)
Point of Sale Expense	275.00	0.94	3,048.00	262.00	0.60	3,138.75	0.58	(90.75)	(2.89)
Telephone	75.31	0.26	1,135.59	178.00	0.41	1,369.15	0.25	(233.56)	(17.06)
Utilities	1,085.36	3.72	4,614.70	1,015.53	2.37	4,915.77	0.91	(301.07)	(6.12)
Travel	0.00	0.00	0.00	0.00	0.00	154.79	0.03	(154.79)	(100.00)
Auto & Truck	967.20	3.31	967.20	946.80	2.21	946.80	0.17	20.40	2.15

THE INFORMATION ON THIS STATEMENT IS BASED UPON INFORMATION PROVIDED BY THE CHAMPION AUTO STORE. THIS STATEMENT IS INTENDED SOLELY FOR INTERNAL MANAGEMENT USE. NO ASSURANCES ARE GIVEN AND NO REPRESENTATIONS ARE MADE THAT THE MATERIAL FACTS ARE CORRECT OR THAT ALL INFORMATION OF A MATERIAL NATURE HAS BEEN DISCLOSED.

CHAMPION AUTO STORE #402/LITTLE CHUTE  
 INCOME STATEMENT  
 FOR THE PERIOD ENDED DECEMBER 31, 1996

RUN DATE: 03/03/97

	*****CURRENT*****			*****PRIOR*****			*****VARIANCE*****		
	MONTH	% OF SALES	Y-T-D 12 MONTHS	MONTH	% OF SALES	Y-T-D 12 MONTHS	Y-T-D	PERCENT CHANGE	
Alarm	208.95	0.72	2,089.50	208.95	0.49	2,549.20	(459.70)	(18.03)	
Repairs & Maintenance	0.00	0.00	298.02	0.00	0.00	830.80	(532.78)	(64.13)	
Bad Check & Debts	224.96	0.77	1,098.54	58.30	0.14	1,191.57	(93.03)	(7.81)	
Bank Fees	99.28	0.34	398.69	3.81	0.01	435.55	(36.86)	(8.46)	
Cash Over/Short	(105.15)	(0.36)	481.89	(5.95)	(0.01)	311.12	170.77	54.89	
Contributions	0.00	0.00	0.00	0.00	0.00	20.00	(20.00)	(100.00)	
Dues & Subscriptions	0.00	0.00	195.00	0.00	0.00	140.00	55.00	39.29	
Hospitalization-Owner	(115.40)	(0.40)	0.00	(269.14)	(0.63)	0.00	0.00	0.00	
Hospitalization	140.16	0.48	461.28	306.54	0.71	903.61	(442.33)	(48.95)	
Promotion	0.00	0.00	359.33	0.00	0.00	215.14	144.19	67.02	
Removal Services	148.08	0.51	492.28	206.00	0.48	530.00	(37.72)	(7.12)	
Postage	0.00	0.00	311.93	32.00	0.07	296.80	15.13	5.10	
Freight	449.79	1.54	6,114.96	542.12	1.26	7,295.61	(1,180.65)	(16.18)	
Fines & Penalties	0.00	0.00	0.00	0.00	0.00	37.86	(37.86)	(100.00)	
<b>TOTAL EXPENSES</b>	<b>14,731.53</b>	<b>50.46</b>	<b>160,431.54</b>	<b>22,898.51</b>	<b>53.34</b>	<b>176,808.86</b>	<b>(16,377.32)</b>	<b>(9.26)</b>	
<b>INCOME FROM OPERATIONS</b>	<b>(5,386.57)</b>	<b>(18.45)</b>	<b>30,004.32</b>	<b>(7,919.04)</b>	<b>(18.45)</b>	<b>16,052.60</b>	<b>13,951.72</b>	<b>(86.91)</b>	
<b>OTHER INCOME:</b>									
Interest	44.42	0.15	44.42	76.96	0.18	76.96	(32.54)	42.28	
Sales Tax Collection Income	8.19	0.03	127.23	10.85	0.03	133.52	(6.29)	4.71	
Miscellaneous Income	0.00	0.00	0.00	(100.57)	(0.23)	0.00	0.00	0.00	
<b>NET OTHER INCOME</b>	<b>52.61</b>	<b>0.18</b>	<b>171.65</b>	<b>(12.76)</b>	<b>(0.03)</b>	<b>210.48</b>	<b>(38.83)</b>	<b>18.45</b>	
<b>NET INCOME BEFORE TAXES</b>	<b>(5,333.96)</b>	<b>(18.27)</b>	<b>30,175.97</b>	<b>(7,931.80)</b>	<b>(18.48)</b>	<b>16,263.08</b>	<b>13,912.89</b>	<b>(85.55)</b>	
Provision for Income Taxes	132.00	0.45	132.00	72.00	0.17	72.00	60.00	83.33	
<b>NET INCOME</b>	<b>(5,465.96)</b>	<b>(18.72)</b>	<b>30,043.97</b>	<b>(8,003.80)</b>	<b>(18.64)</b>	<b>16,191.08</b>	<b>13,852.89</b>	<b>(85.56)</b>	
Customer Count	2,366		40,077	3,261		42,478	(2,401)		
Average Sales per Customer	12.40		12.70	13.20		12.88	(0.18)		

THE INFORMATION ON THIS STATEMENT IS BASED UPON INFORMATION PROVIDED BY THE CHAMPION AUTO STORE.  
 THIS STATEMENT IS INTENDED SOLELY FOR INTERNAL MANAGEMENT USE. NO ASSURANCES ARE GIVEN AND NO REPRESENTATIONS  
 ARE MADE THAT THE MATERIAL FACTS ARE CORRECT OR THAT ALL INFORMATION OF A MATERIAL NATURE HAS BEEN DISCLOSED.

CHAMPION AUTO STORE #402/LITTLE CHUTE  
 INCOME STATEMENT  
 FOR THE PERIOD ENDED DECEMBER 31, 1997

	*****C U R R E N T*****		Y E A R *****		*****P R I O R*****		Y E A R*****		*****A R I A N C E*****	
	MONTH	% OF SALES	Y-T-D	% OF SALES	MONTH	% OF SALES	Y-T-D	% OF SALES	Y-T-D	PERCENT CHANGE
			12 MONTHS				12 MONTHS			
Sales	26,005.78	100.00	394,150.35	100.00	29,191.67	100.00	504,295.01	100.00	(110,144.66)	21.84
Cost of Sales:										
Purchases-Champion Auto	18,327.23	70.47	241,741.81	61.33	14,975.62	51.30	318,870.93	63.23	(77,129.12)	(24.19)
Purchases-Other	1,115.27	4.29	14,531.49	3.69	643.20	2.20	9,880.83	1.96	4,650.66	47.07
Discounts	(308.29)	(1.19)	(4,958.99)	(1.26)	(347.62)	(1.19)	(6,364.11)	(1.26)	1,405.12	(22.08)
Inventory change	(2,408.50)	(9.26)	1,896.70	0.48	4,725.46	16.19	(4,014.13)	(0.80)	5,910.83	(147.25)
TOTAL COST OF SALES	16,775.71	64.32	253,211.01	64.24	19,996.66	68.50	318,373.52	63.13	(65,162.51)	(20.47)
GROSS PROFIT-AUTOMOTIVE	9,280.07	35.68	140,939.34	35.76	9,195.01	31.50	185,921.49	36.87	(44,982.15)	24.19
Service Income	240.80	100.00	4,479.09	100.00	149.95	100.00	4,514.37	100.00	(35.28)	0.78
Less: Service Expense	0.00	0.00	78.28	1.75	0.00	0.00	0.00	0.00	78.28	0.00
SERVICE PROFIT/LOSS	240.80	100.00	4,400.81	98.25	149.95	100.00	4,514.37	100.00	(113.56)	2.52
TOTAL SALES	26,246.58	100.00	398,629.44	100.00	29,341.62	100.00	508,809.38	100.00	(110,179.94)	21.65
TOTAL GROSS PROFIT	9,520.87	36.27	145,340.15	36.46	9,344.96	31.85	190,435.86	37.43	(45,095.71)	23.68
DIRECT EXPENSES:										
Wages & Salaries	5,678.63	21.84	46,749.22	11.86	4,828.27	16.54	45,253.95	8.97	1,495.27	3.30
Wages-Related Parties	0.00	0.00	1,044.21	0.26	326.76	1.12	4,748.17	0.94	(3,703.96)	(78.01)
Officers Salaries	0.00	0.00	0.00	0.00	0.00	0.00	14,400.00	2.86	(14,400.00)	(100.00)
Outside Help	0.00	0.00	0.00	0.00	0.00	0.00	615.25	0.12	(615.25)	(100.00)
Payroll Taxes	434.42	1.67	4,137.08	1.05	636.66	2.18	5,950.19	1.18	(1,813.11)	(30.47)
Rent	2,543.00	9.78	30,099.40	7.64	2,543.00	8.71	30,255.32	6.00	(155.92)	(0.52)
Advertising-Champion Auto	1,119.68	4.31	15,716.54	3.99	1,335.85	4.58	18,467.90	3.66	(2,751.36)	(14.90)
Advertising-Other	147.50	0.57	1,865.55	0.47	196.20	0.67	1,880.90	0.37	(15.35)	(0.82)
Advertising-MAP	0.00	0.00	(872.67)	(0.22)	(234.00)	(0.80)	(826.18)	(0.16)	(46.49)	5.63
Property Tax	0.00	0.00	0.00	0.00	95.61	1.22	356.61	0.07	(356.61)	(100.00)
Depreciation	95.61	0.37	1,147.29	0.29	0.00	0.00	0.00	0.00	1,882.91	0.00
Depreciation-Direct Expense	1,342.69	5.16	1,882.91	0.48	0.00	0.00	1,950.66	0.39	(1,950.66)	(100.00)
Amortization	0.00	0.00	0.00	0.00	0.00	0.00	1,671.13	0.33	(1,258.07)	(75.28)
Interest	57.81	0.22	413.06	0.10	(4.14)	(0.01)	204.24	0.04	149.14	73.02
Interest-Stockholder	26.69	0.10	353.38	0.09	76.91	0.26	1,362.18	0.27	(443.50)	(32.56)
Credit Card Fees	57.94	0.22	918.68	0.23	631.10	2.16	2,109.20	0.42	(474.40)	(22.49)
Professional Fees	146.80	0.56	1,634.80	0.41	143.66	0.49	3,779.17	0.75	(1,808.25)	(47.85)
Store Supplies	277.92	1.07	1,970.92	0.50	0.00	0.00	440.16	0.09	(440.16)	(100.00)
Uniforms	0.00	0.00	0.00	0.00	277.25	0.95	3,306.84	0.66	(181.88)	(5.50)
Insurance	267.53	1.03	3,124.96	0.79	0.00	0.00	346.65	0.07	0.00	0.00
Life Insurance	0.00	0.00	346.65	0.09	0.00	0.00	945.00	0.19	(422.00)	(44.44)
Equipment Rental	85.75	0.33	525.00	0.13	68.25	0.23	3,048.00	0.60	(275.50)	(9.04)
Point of Sale Expense	0.00	0.00	2,772.50	0.70	275.00	0.94	1,135.59	0.23	18.46	1.63
Telephone	106.13	0.41	1,154.50	0.29	75.31	0.26	1,135.59	0.23	18.46	1.63
Utilities	463.07	1.78	4,052.45	1.03	1,085.36	3.72	4,614.70	0.92	(562.25)	(12.18)

THE INFORMATION ON THIS STATEMENT IS BASED UPON INFORMATION PROVIDED BY THE CHAMPION AUTO STORE.  
 THIS STATEMENT IS INTENDED SOLELY FOR INTERNAL MANAGEMENT USE. NO ASSURANCES ARE GIVEN AND NO REPRESENTATIONS  
 ARE MADE THAT THE MATERIAL FACTS ARE CORRECT OR THAT ALL INFORMATION OF A MATERIAL NATURE HAS BEEN DISCLOSED.

CHAMPION AUTO STORE #402/LITTLE CHUTE  
 INCOME STATEMENT  
 FOR THE PERIOD ENDED DECEMBER 31, 1997

RUN DATE: 02/17/98

	*****C U R R E N T*****			*****P R I O R*****			*****V A R I A N C E*****		
	MONTH	% OF SALES	Y-T-D 12 MONTHS	MONTH	% OF SALES	Y-T-D 12 MONTHS	Y-T-D	PERCENT CHANGE	
Auto & Truck	0.00	0.00	0.00	0.00	0.00	0.00			
Alarm	371.53	1.43	2,670.08	967.20	3.31	967.20	(967.20)	(100.00)	
Repairs & Maintenance	189.97	0.73	602.85	208.95	0.72	2,089.50	580.58	27.79	
Bad Check & Debts	145.16	0.56	1,510.29	0.00	0.00	298.02	304.83	102.29	
Bank Fees	53.17	0.20	602.32	224.96	0.77	1,098.54	411.75	37.48	
Cash Over/Short	(4.45)	(0.02)	87.09	99.28	0.34	398.69	203.63	51.07	
Dues & Subscriptions	0.00	0.00	214.95	(105.15)	(0.34)	481.89	(396.80)	(81.93)	
Hospitalization-Owner	0.00	0.00	0.00	0.00	0.00	195.00	19.95	10.23	
Hospitalization	87.71	0.34	581.59	(115.40)	(0.40)	0.00	0.00	0.00	
Promotion	50.80	0.19	150.99	140.16	0.48	461.28	120.31	26.08	
Removal Services	13.37	0.05	464.08	0.00	0.00	359.33	(208.34)	(57.98)	
Postage	33.01	0.13	305.51	148.08	0.51	492.28	(28.20)	(5.73)	
Freight	570.72	2.19	4,964.71	0.00	0.00	311.93	(6.42)	(2.06)	
TOTAL EXPENSES	14,360.56	55.22	131,190.44	449.79	1.54	6,114.96	(1,150.25)	(18.81)	
INCOME FROM OPERATIONS	(4,839.69)	(18.61)	14,149.71	14,731.53	50.46	160,431.54	(29,241.10)	(18.23)	
OTHER INCOME:									
Interest	0.00	0.00	0.00	0.00	0.00	0.00			
Sales Tax Collection Income	10.00	0.04	106.85	44.42	0.15	44.42	(44.42)	100.00	
NET OTHER INCOME	10.00	0.04	106.85	8.19	0.03	127.23	(20.37)	16.01	
NET INCOME BEFORE TAXES	(4,829.69)	(18.57)	14,256.57	52.61	0.18	171.65	(64.79)	37.75	
Provision for Income Taxes	0.00	0.00	0.00	132.00	0.45	132.00	(15,919.40)	52.76	
NET INCOME	(4,829.69)	(18.57)	14,256.57	(5,465.96)	(18.72)	30,043.97	(15,787.40)	52.55	
Customer Count	2,075		32,268	2,366		40,077	(7,809)		
Average Sales per Customer	12.65		12.35	12.40		12.70	(0.34)		

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CHAMPION AUTO STORE #402/LITTLE CHUTE  
INCOME STATEMENT  
FOR THE PERIOD ENDED DECEMBER 31, 1995

RUN .....E

	*****U R R E N T*****		*****P R I O R*****		*****V A R I A N C E*****	
	MONTH	% OF SALES	MONTH	% OF SALES	Y-T-D	PERCENT CHANGE
Sales	42,930.47	100.00	42,170.80	100.00	274,785.96	(102.42)
Cost of Sales:						
Purchases-Champion Auto	33,658.05	78.40	25,385.14	60.20	131,489.57	104.01
Purchases-Other	841.76	1.96	806.48	1.91	4,808.44	89.24
Discounts	(495.60)	(1.15)	(621.60)	(1.47)	(3,405.51)	98.65
Inventory Change	(5,951.36)	(13.86)	1,852.38	4.39	(2,524.40)	100.72
TOTAL COST OF SALES	28,052.85	65.34	27,422.40	65.01	189,366.10	103.71
GROSS PROFIT-AUTOMOTIVE	14,877.62	34.66	14,748.40	34.97	94,417.86	(100.06)
Service Income	101.85	100.00	287.09	100.00	1,884.73	(85.94)
SERVICE PROFIT/LOSS	101.85	100.00	287.09	100.00	1,884.73	(85.94)
TOTAL SALES	43,032.32	100.00	42,457.89	100.00	276,670.69	(102.29)
TOTAL GROSS PROFIT	14,979.47	34.81	15,035.49	35.41	96,302.59	(99.73)
DIRECT EXPENSES:						
Wages & Salaries	5,308.39	12.37	4,499.57	10.67	19,154.28	7.14
Mages-Related Parties	2,159.88	5.03	32.63	0.08	32.63	0.01
Officers Salaries	2,700.00	6.29	700.00	1.66	700.00	0.26
Outside Help	0.00	0.00	139.00	0.33	139.00	0.05
Payroll Taxes	846.07	1.97	826.96	1.96	2,293.77	0.85
Real Estate Tax	0.00	0.00	410.00	0.97	2,470.00	0.92
Rent	2,543.00	5.92	2,133.00	5.06	12,788.00	4.77
Advertising-Champion Auto	3,614.04	8.42	1,215.19	2.88	9,405.70	3.51
Advertising-Other	228.15	0.53	304.44	0.72	801.09	0.30
Advertising MAP	0.00	0.00	0.00	0.00	0.00	0.00
Property Tax	398.22	0.93	496.76	1.18	496.76	0.19
Depreciation	103.47	0.24	138.00	0.33	828.00	0.31
Depreciation-Direct Expense	0.00	0.00	1,677.91	3.98	1,677.91	0.63
Amortization	325.11	0.76	325.11	0.77	1,950.66	0.73
Interest	279.15	0.65	3,756.14	8.95	2,340.36	0.87
Interest-Stockholder	7.55	0.02	8.58	0.02	271.81	0.10
Credit Card Fees	80.47	0.19	76.68	0.18	417.54	0.16
Professional Fees	588.10	1.37	609.00	1.44	1,366.50	0.51
Store Supplies	163.70	0.38	266.56	0.63	1,552.70	0.58
Uniforms	0.00	0.00	0.00	0.00	0.00	0.00
Insurance	0.00	0.00	436.58	1.08	1,453.14	0.54
Life Insurance	0.00	0.00	0.00	0.00	0.00	0.00
Equipment Rental	68.25	0.16	10.50	0.02	315.00	0.12
Point of Sale Expense	262.00	0.61	0.00	0.00	765.00	0.29
Telephone	178.00	0.41	208.01	0.49	606.85	0.23
Utilities	1,015.53	2.37	767.95	1.82	1,967.35	0.73

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CHAMPION AUTO STORE #402/LITTLE CHUTE  
 INCOME STATEMENT  
 FOR THE PERIOD ENDED DECEMBER 31, 1995

RUN . . .

	*****C U R R E N T*****		*****P R I O R*****		*****V A R I A N C E*****	
	MONTH	% OF SALES	MONTH	% OF SALES	Y-T-D	PERCENT CHANGE
Travel	0.00	0.00	0.00	0.00	154.79	0.00
Auto & Truck	946.80	2.21	946.80	0.17	755.00	25.40
Alarm	208.95	0.49	2,549.20	0.47	0.00	2,549.20
Repairs & Maintenance	0.00	0.00	830.80	0.15	0.00	551.62
Bad Check & Debts	58.30	0.14	1,191.57	0.22	317.56	197.59
Bank Fees	3.81	0.01	435.55	0.08	618.33	573.24
Cash Over/Short	(5.95)	(0.01)	314.12	0.06	200.47	235.08
Contributions	0.00	0.00	20.00	0.00	120.75	112.26
Dues & Subscriptions	0.00	0.00	140.00	0.03	5.00	104.13
Hospitalization-Owner	(269.14)	(0.63)	0.00	0.00	195.00	5.00
Hospitalization	306.54	0.71	903.61	0.17	0.00	(55.00)
Entertainment	0.00	0.00	0.00	0.00	134.57	0.00
Promotion	0.00	0.00	0.00	0.00	44.00	160.75
Removal Services	0.00	0.00	215.14	0.04	47.20	(44.00)
Postage	32.00	0.07	530.00	0.10	13.00	(15.47)
Freight	542.12	1.26	296.80	0.05	32.00	465.00
Fines & Penalties	0.00	0.00	7,295.61	1.34	615.20	150.30
TOTAL EXPENSES	22,898.51	53.34	176,808.86	32.56	16,396.99	3,739.34
INCOME FROM OPERATIONS	(7,919.04)	(18.45)	16,052.60	2.96	(1,361.50)	37.86
OTHER INCOME:						
Interest	76.96	0.18	76.96	0.01	46.38	30.58
Sales Tax Collection Income	10.85	0.03	133.52	0.02	10.60	(65.93)
Miscellaneous Income	(100.57)	(0.23)	0.00	0.00	0.00	67.25
NET OTHER INCOME	(12.76)	(0.03)	210.48	0.04	56.98	(101.48)
NET INCOME BEFORE TAXES	(7,931.80)	(18.48)	16,263.08	2.99	(1,304.52)	0.00
Provision for Income Taxes	72.00	0.17	72.00	0.01	112.00	0.00
NET INCOME	(8,003.80)	(18.64)	16,191.08	2.98	(1,416.52)	(35.71)
Customer Count	3,261		42,478		0	(9,519.18)
Average Sales per Customer	13.20		12.88		0.00	37.02

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A<sup>11</sup> attached papers must be letter size (8 1/2 x 11).

<b>United States Bankruptcy Court District of Minnesota</b>		<b>PROOF OF CLAIM</b>
In re: (Name of Debtor) (Debtor) <u>Champion Auto Inc</u> Joint debtor		Case Number: (Case number) <u>98-32743</u>
NOTE: The form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor: (The person or entity to whom the debtor owes money or property)  <u>Lee Roger Miner</u>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.  <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and Address Where Notices Should Be Sent <u>4247 Viking Blvd East Bethel MN 55092</u> Telephone No. <u>612-434-1079</u>		
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:		Check here if this claim: <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends a previously filed claim, dated: _____
1 BASIS FOR CLAIM: <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (describe briefly) <u>Vac time, 3 weeks, 120 hours, \$1800.00</u>		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input checked="" type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your social security number <u>468-88-2992</u> Unpaid compensations for services performed from <u>1991</u> to <u>1998</u> (date) (date)
2. DATE DEBT WAS INCURRED: <u>June 1998</u>		3. IF COURT JUDGMENT, DATE OBTAINED:
4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.		
<input type="checkbox"/> SECURED CLAIM \$ _____ Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly)  Amount of unsecured and other charges at time case filed included in secured claim above, if any: _____		<input checked="" type="checkbox"/> Wages, salaries, or commissions (up to \$4000*), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier — 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan — 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1800* of deposits toward purchase, lease, or rental of property or services for personal family, or household use — 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child — 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or other penalties of governmental units — 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other — Specify applicable paragraph of 11 U.S.C. § 507(a) _____ *Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
<input type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ _____ A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.		
<input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim		
5 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: \$ _____ (Unsecured) \$ _____ (Secured) \$ _____ (Priority)		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <u>\$1800.00</u> (Total)         </div>
<input type="checkbox"/> Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.		
6 CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.		
7 SUPPORTING DOCUMENTS. Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of accounts, contracts, court judgments, or evidence of security interests. If the documents are not available explain. If the documents are voluminous, attach a summary.		
8 TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date <u>9-23-98</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) <u>Lee R Miner</u>	

RECEIVED 98  
SEP 25 AM 10:35

U.S. BANKRUPTCY COURT  
ST. PAUL, MN  
381  
THIS SPACE IS FOR COURT USE ONLY

SEND CLAIMS TO:  
U.S. BANKRUPTCY COURT  
316 NORTH ROBERT STREET  
ST. PAUL, MN 55101



RECEIVED

98 OCT 29 AM 8:47

U.S. BANKRUPTCY COURT  
ST. PAUL, MN

410  
KRS  
THIS SPACE IS FOR  
COURT USE ONLY

<b>United States Bankruptcy Court</b>		<b>PROOF OF CLAIM</b>
District of <u>Minnesota</u>		
In re (Name of Debtor) <u>Champion Auto Stores Inc.</u>		Case Number <u>98-32743</u>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property) <u>IOS Capital Fk/a TRON Capital</u>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and Address Where Notices Should be Sent <u>Bankruptcy Administration IOS Capital P.O. Box 9115 Macon, GA 31208 Telephone Number <u>1-800-480-6513</u></u>		
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: <u>See Attached</u>		Check here if this claim <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends
1. BASIS FOR CLAIM		
<input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (Describe briefly) <u>Executory Contracts - Unexpired Leases - See Attached</u>		
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114 (a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your social security number _____ Unpaid compensation for services performed from _____ (date) to _____ (date)		
2. DATE DEBT WAS INCURRED <u>See Attached</u>		3. IF COURT JUDGMENT, DATE OBTAINED:
4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.		
<input type="checkbox"/> SECURED CLAIM \$ _____ Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly)		<input type="checkbox"/> Wages, salaries, or commissions (up to \$4000)*, earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1,900* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507 (a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____ * Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ _____		
<input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ <u>58,448.50</u> A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.		
<input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim.		
5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: \$ <u>58,448.50</u> (Unsecured) \$ _____ (Secured) \$ _____ (Priority) <span style="float: right; border: 1px solid black; padding: 2px;">\$ <u>58,448.50</u> (Total)</span>		
<input type="checkbox"/> Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.		
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.		THIS SPACE IS FOR COURT USE ONLY
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date <u>10/27/98</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) <u>Eric Oberauf, Bankruptcy Administrator</u>	

**Lease Agreement**

**Lease Number 174325**

Thank you for choosing IKON! This lease agreement has been written in clear, easy to understand language. Please take time to review the terms. If you have any questions, please ask us. When we use "you" or "your", we are referring to you, our customer. When we use "IKON", we are referring to IKON Office Solutions, one of the largest distributors of office solutions in the world. When we use "we", "us", and "our", we are referring to IKON Capital, owned by IKON and created exclusively to support them. IKON is committed to providing you quality service!

**CUSTOMER INFORMATION**

**Customer Location**

Full Legal Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Customer Billing Address (if different)**

Full Legal Name CHAMPION AUTO  
 Address 9353 JEFFERSON HIGHWAY  
 City Maple Grove County Hennepin State MN Zip 55369  
 Phone: (612) 391-6655 Fax: (\_\_\_\_) \_\_\_\_\_

**Customer Billing Contact:** \_\_\_\_\_

**EQUIPMENT DESCRIPTION**

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
1	Oce 2600 Duplicator <u>17842905</u>		<b>COPY</b>
1	Oce 9245 Printer <u>0924500934</u>		
1	Stacker/Stapler for Oce Printer		

**PAYMENT SCHEDULE**

<b>Minimum Lease Term:</b> 60	<b>Payment Due:</b> Monthly <input checked="" type="checkbox"/> Other _____ Step (See Addendum) _____	<b>Monthly Payment</b> Without Sales, Use, and Property Tax \$ <u>5,516.00</u>	<b>Advanced Payment:</b> \$ <u>5,874.54</u> (Tax Included) by Check # _____ First Month's Lease Payment _____ Other _____	<b>Documentation Fee:</b> \$ <u>-0-</u>
----------------------------------	--	---	--	--

**ADDITIONAL PROVISIONS:**

Sales Tax Exempt  YES (Attach Exemption Certificate)  NO **Customer Purchase Order #** \_\_\_\_\_ (Attach copy of PO)

**TERMS AND CONDITIONS**

- ① **Lease Agreement:** You agree to lease from us the Equipment listed above. **THIS LEASE IS NON-CANCELABLE.** You agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the minimum lease term indicated above. **You also agree that the Equipment will be used for business only, and not for personal, family or household purposes.** Our acceptance of this Lease is indicated by our leasing manager's signature. (See reverse side for more terms and conditions.)

**AUTHORIZED SIGNER**

**THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER SPECIFICALLY REPRESENTS THEY HAVE THE AUTHORITY TO DO SO.**

Paul Bringenman Date 5/30/97 Printed Name PAUL BRINGENMAN Title VP MIS

**PERSONAL GUARANTY** LEASE CONTRACT INCLUDE ADDENDUM DATED 5/30/97

I guaranty that the Customer will make all lease payments and pay all other charges required under the Lease when they are due, and that the Customer will perform all other obligations under the Lease fully and promptly. I also agree that you may modify the Lease or make other arrangements with the lessee and I will still be responsible for those payments and other obligations under the Lease. I agree that IKON Capital need not notify me of any default under the Lease, and in the event of default, I will pay all amounts due under the terms of the Lease. In addition, I will reimburse IKON Capital for any costs or attorney fees incurred in enforcing its rights.

\_\_\_\_\_ Date \_\_\_\_\_ Home Address \_\_\_\_\_  
 Printed Name of Guarantor \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Home Phone ( ) \_\_\_\_\_ SSN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**DELIVERY AND ACCEPTANCE**

You certify that all the Equipment described above has been delivered and is accepted. You acknowledge that such Equipment is in good condition and is performing satisfactorily.

\_\_\_\_\_ Date \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_

# Fair Market Value

2. **Ownership of Equipment:** We are the sole owner and title holder to the Equipment.
3. **Taxes and Filing Costs:** In addition to lease payments, you agree to pay all taxes, fees, and filing costs related to the use of the Equipment, even if billed after the end of the Lease. We will file property tax returns and bill you as soon as an invoice from the local jurisdiction is received. If we are required to pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you in advance in writing.
4. **UCC Filing:** You authorize us or IKON to sign any documents in connection with the Uniform Commercial Code filing on your behalf. You authorize us to insert the serial number(s) of the Equipment in this Lease (including any schedules) and in any filings.
5. **Agency:** You agree that neither IKON nor any of its employees are our agents.
6. **Liability and Insurance:** You are responsible for any losses or injury caused by the Equipment. You promise to keep the Equipment fully insured against loss until the Lease is paid in full and maintain insurance that protects us from liability for any damage or injury caused by the Equipment or its use. You promise to provide us evidence of the insurance, showing us as the loss payee and additional insured, upon request. If you fail to provide such evidence, you authorize us to obtain coverage on your behalf. We may file claims and endorse insurance checks on your behalf. You must continue to make payments until the Lease is paid off by the insurance proceeds.
7. **Indemnity:** We are not responsible for any losses or injuries caused by the installation or use of the Equipment. You agree to reimburse us for and defend us against any claims, for losses or injuries caused by the Equipment, unless due to our gross negligence or willful misconduct.
8. **Warranties:** We pass to you, without recourse, the benefits of all warranties made by IKON or the manufacturer to us as equipment owner. **YOU ARE LEASING THE EQUIPMENT FROM US "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE.** You agree we are not responsible for repairs, service or defects.
9. **Renewal:** After the minimum term or any extension, this Lease will renew on a month-to-month basis unless you notify us in writing at least 30 days prior to the expiration of the minimum term or extension. You must pay any additional lease payments due until the Equipment is received in good working order by IKON or its agents. So long as replacement equipment is selected from IKON, shipping charges within the territory of the IKON supplier from which you have selected the replacement equipment will be borne by that IKON supplier.
10. **Other Rights:** You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Lease is found to be invalid, then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law.
11. **Entire Agreement:** This Lease represents the entire agreement between us and you. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both parties. Except for identifying the goods, services, or software ordered, the price(s), and the quantity(ies), the terms and conditions of the purchase order, or other ordering documents you will not modify or effect this Lease, or have any other legal effect whether issued or signed before, on, or after the date of this Lease.
12. **Lease Payments:** Payments will begin on the agreement date or delivery date, whichever is later. You agree to pay us the lease payment when due, and if any payment is more than ten days late you agree to pay a fee of 5% or \$5 (whichever is greater) on the overdue amount. You also agree to pay \$25 for each check that the bank returns for insufficient funds or any other reason. You agree to pay a one time documentation fee, if any, as it appears on the front of this Lease.
13. **Maintenance and Care of Our Equipment:** You agree to install, use and maintain the Equipment in accordance with IKON specifications and use only those supplies approved by IKON which meet manufacturer specifications.
14. **Location of Equipment:** You will keep the Equipment at the location specified in this Lease. You must obtain our written permission, which will not be unreasonably withheld to move the Equipment. With reasonable notice, you will allow us or our agents to inspect the Equipment.
15. **Assignment:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS LEASE.
16. **Default:** If you do not pay any amount due when it is due, you are in default. If you default, we can demand that you pay the remaining balance of the Lease and return the Equipment to us at your expense. We may repossess the Equipment. You waive any rights you may have to notice before we seize any of the Equipment and waive any requirement that we post a bond in connection with any such seizure or repossession. In addition, if you break any promise in the Agreement we can use any remedies available to us under the Uniform Commercial Code or any other applicable law. You promise to pay reasonable attorney fees and any cost associated with any action to enforce this Lease. This action will not void your responsibility to maintain and care for the Equipment, nor will IKON be liable for any action taken on our behalf.
17. **Business Agreement and Choice of Law:** YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW FOR THE STATE IN WHICH WE HAVE OUR HOME OFFICE. YOU ALSO AGREE TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF OUR HOME OFFICE OR THE COURTS OF THE STATE WHERE THE IKON SUPPLIER IS LOCATED TO RESOLVE ANY ACTION UNDER THIS LEASE. WE BOTH WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT.

COPY

ACCEPTED BY IKON CAPITAL LEASING MANAGER

X

Date

---

Re: Addendum to Lease Agreement 174325  
Date: May 30, 1997

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Lease #174325 has the additional terms and conditions as listed below.

- 1) The Sharp 3075 copier will remain on site until Champion determines it is no longer needed. There is no additional lease cost for this copier. There is an image cost of .0054 which covers service and supply costs.
- 2) All three machines are considered segment 5 or 6 equipment and is covered under the 2 hour service guarantee. (Oce 2600, Oce 9245, and Sharp 3075) Service coverage is not limited to business hours.
- 3) The "No Risk Guarantee" includes a customer satisfaction guarantee that allows Champion cancellation rights if the equipment does not perform as described. Any performance difficulties will be given to D. C. Hey in writing with 30 days to correct the problem.
- 4) The Oce 9245 printer will be installed at Champions New Hope office initially and moved and reinstalled at it's Maple Grove office at no additional cost. D. C. Hey may, at it's option install a upgraded floor model printer at the New Hope installation and install the Oce 9245 at the time of the move to Maple Grove.
- 5) D. C. Hey will provide operator training on an ongoing basis at no additional cost.
- 6) D. C. Hey will provide all analyst support services needed to integrate Champions current printing into the Oce 9245 printer.
- 7) D. C. Hey will assist in the evaluation of all low volume printers to determine if equipment can be removed or replaced. Champion may cancel maintenance or lease contracts determine to be unnecessary.

 5/30/97  
Champion Auto Stores

\_\_\_\_\_  
D. C. Hey

URent?

1.) ASSIGN - 2600, 9245 - Plus Trade 2500

2.) Final B.II 2500 Service

3.) ~~OC~~ ~~set-up~~ set-up 2600 .0054/COPY  
NO BASE

4.) set-up OC 9245 - \$300.<sup>00</sup> .0054  
is there BASE amount or copies  
per month???

.00

**COPY**

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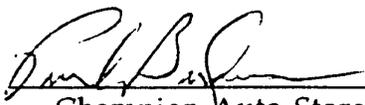
Re: Addendum to Lease Agreement 174325  
Date: May 30, 1997

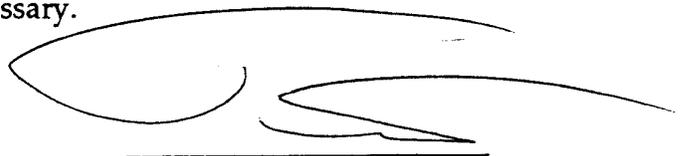
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- 5) D. C. Hey will provide operator training on an ongoing basis at no additional cost.
- 6) D. C. Hey will provide all analyst support services needed to integrate Champions current printing into the Oce 9245 printer.
- 7) D. C. Hey will assist in the evaluation of all low volume printers to determine if equipment can be removed or replaced. Champion may cancel maintenance or lease contracts determine to be unnecessary.

 5/30/97  
Champion Auto Stores

  
D. C. Hey

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

DELIVERING CARRIER: Customer Service

VEHICLE OR CAR INITIAL: RB

SHIPPER'S NO.	DATE SHIPPED	CUSTOMER NUMBER
05313A	06/26/97	110316

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."  
 NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_

This is to certify that the above named articles are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of \_\_\_\_\_ Shipper

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

Collect on Delivery \$ \_\_\_\_\_ and remit to:

The property described below, in apparent good order except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or organization in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and assigns.

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not Exceeding \_\_\_\_\_

PER \_\_\_\_\_

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certification thereon, and all other requirements of Uniform Freight Classification."

†Shipper's imprint in lieu of stamp, not a part of bill of lading approved by Interstate Commerce Commission.

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ \_\_\_\_\_

to apply in prepayment of the charges on the property described hereon.

Agent or Cashier \_\_\_\_\_

Per \_\_\_\_\_  
 The signature here acknowledges only the amount pre-paid.

Charges Advanced: \$ \_\_\_\_\_

NO. PKG.	QUANTITY	PRODUCT NO.	WAREHOUSE LOCATION	DESCRIPTION	WEIGHT	CLASS	✓
		00680N 100000 EACH		OCE 2600 COPIER VENDOR # 2600 2600 17842905	2361.0		
		08F NANCEE NORBERG	341-4548				
		J.D. NA BG 905 M. NA					
		X <i>Sara Ben</i>					

1724062397118A28

(612) 391-6655

TOTAL WEIGHT 2361.0  
 SHIPPER:

CONSIGNED TO:

CAROL NEVER 391-6655  
 CHAMPION AUTO  
 BASEMENT COPY CENTER  
 9355 JEFFERSON HIGHWAY  
 MAPLE GROVE MN 55869

IRON OFFICE SOLUTIONS  
 MPLS DISTRIBUTION CENTER  
 8701 W 110TH STREET  
 BLOOMINGTON MN 55439

**STRAIGHT BILL OF LADING  
 SHORT FORM**

Original — Not Negotiable

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of the Original Bill of Lading.

AGENT \_\_\_\_\_

PER \_\_\_\_\_

# Memo

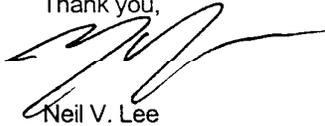
**To:** Karen Ploof  
**From:** Neil V. Lee  
**CC:**  
**Date:** December 12, 1997  
**Re:** Delivery and Acceptance CLAS # **203815**

---

Please accept this lease for Champion Auto without an original delivery and acceptance form. The original BOL was misplaced.

Please call me if there are any questions.

Thank you,



Neil V. Lee

CSP Manager

copy

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

DELIVERING CARRIER: IKON Truck - Equipmt

VEHICLE OR CAR INITIAL CR

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination, it is mutually agreed, as to each item of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed

SHIPPER'S NO.	DATE SHIPPED	CUSTOMER NUMBER
17041C	11/07/97	118500

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

-NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_

This is to certify that the above named articles are property classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation, \_\_\_\_\_ Shipper

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

Collect on Delivery \$ \_\_\_\_\_ and remit to:

PER \_\_\_\_\_

\*The fibre boxes used for this shipment conform to the specifications set forth in the maker's certification thereon, and all other requirements of Uniform Freight Classification

†Shipper's imprint in lieu of stamp, not a part of bill of lading approved by Interstate Commerce Commission.

NO. PKG.	QUANTITY	PRODUCT NO.	WAREHOUSE LOCATION	DESCRIPTION
	1	EOB9EN 110000	EACH	0059245-SRTR/SRTR OR SRTR NEEDED & S/N VENDOR # 9245 9245 0924500934 - CR
	1	EOB9EN 110000	EACH	STACKER/STAPLER OCE 9245 PRINTER VENDOR # 331088 STAPL 067660115 - CR

\*\*\*\*\* DELIVERY TRUCK W/LIFT IS REQUIRED \*\*\*\*\*

\*\*\* FROM WAREHOUSE "B" \*\*\*

ID # BV 775 METER 3504

SIGNATURE \_\_\_\_\_

CUST CONTACT: ED MOIER 391-7494

QUESTIONS CALL THERESE X5396

*Ed Moier*

132911057

CONSIGNEE TO:

ED MOIER 391-7494  
CHAMPION AUTO  
MS CA-4F  
9353 JEFFERSON HWY  
MAPLE GROVE MN 55369

AGENT \_\_\_\_\_

PER \_\_\_\_\_

(612) 391-6655

TOTAL WEIGHT  
SHIPPER

IKON OFFICE SOLUTIONS  
6701 W. 10TH STREET  
BLOOMINGTON

STRAIGHT

Original Bill of Lading

**Lease Agreement**

**Lease Number 337822**

Thank you for choosing IKON! This lease agreement has been written in clear, easy to understand language. Please take time to review the terms. If you have any questions, please ask us. When we use "you" or "your", we are referring to you, our customer. When we use "IKON", we are referring to IKON Office Solutions, one of the largest distributors of office solutions in the world. When we use "we", "us", and "our", we are referring to IKON Capital, owned by IKON and created exclusively to support them. IKON is committed to providing you quality service!

**CUSTOMER INFORMATION**

**Customer Location**

Full Legal Name Champion Auto Stores, Inc.  
 Address 9353 Jefferson Highway  
 City Maple Grove County \_\_\_\_\_ State MN Zip 55369

**Customer Billing Address (if different)**

Full Legal Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Customer Billing Contact:** Carol Meyer XT-5330

**Phone:** (612) 391-6655 **Fax:** ( )

**EQUIPMENT DESCRIPTION**

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
1	9800		<b>COPY</b>
1	2035		
1	2035		
1	2022		
<i>on lease 16200349</i>			

**PAYMENT SCHEDULE**

<b>Minimum Lease Term:</b> 60	<b>Payment Due:</b> Monthly <input checked="" type="checkbox"/> <u>X</u> Other _____ Step (See Addendum) _____	<b>Monthly Payment</b> Without Sales, Use, and Property Tax \$ <u>700.00</u>	<b>Advanced Payment: \$</b> _____ (Tax Included) by Check # _____ <input checked="" type="checkbox"/> First Month's Lease Payment Other _____	<b>Documentation Fee:</b> \$ <u>N/C</u>
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**ADDITIONAL PROVISIONS:**

**Sales Tax Exempt**  YES (Attach Exemption Certificate)  NO **Customer Purchase Order #** \_\_\_\_\_ (Attach copy of PO)

**TERMS AND CONDITIONS**

① **Lease Agreement:** You agree to lease from us the Equipment listed above. **THIS LEASE IS NON-CANCELABLE.** You agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the minimum lease term indicated above. **You also agree that the Equipment will be used for business only, and not for personal, family or household purposes.** Our acceptance of this Lease is indicated by our leasing manager's signature. (See reverse side for more terms and conditions.)

**AUTHORIZED SIGNER**

**THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER SPECIFICALLY REPRESENTS THEY HAVE THE AUTHORITY TO DO SO.**

**X** Carol Meyer Date 10/24/97 CAROL MEYER Asst. VIP  
 Printed Name Title

**PERSONAL GUARANTY**

I guaranty that the Customer will make all lease payments and pay all other charges required under the Lease when they are due, and that the Customer will perform all other obligations under the Lease fully and promptly. I also agree that you may modify the Lease or make other arrangements with the lessee and I will still be responsible for those payments and other obligations under the Lease. I agree that IKON Capital need not notify me of any default under the Lease, and in the event of default, I will pay all amounts due under the terms of the Lease. In addition, I will reimburse IKON Capital for any costs or attorney fees incurred in enforcing its rights.

**X** \_\_\_\_\_ Date \_\_\_\_\_ Home Address \_\_\_\_\_  
 Printed Name of Guarantor \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Home Phone ( ) \_\_\_\_\_ SSN \_\_\_\_\_

**DELIVERY AND ACCEPTANCE**

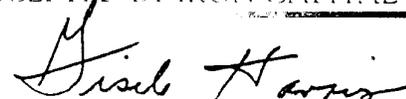
You certify that all the Equipment described above has been delivered and is accepted. You acknowledge that such Equipment is in good condition and is performing satisfactorily.

**X** \_\_\_\_\_ Date \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Fair Market Value

2. **Ownership of Equipment:** We are the sole owner and title holder to the Equipment.
3. **Taxes and Filing Costs:** In addition to lease payments, you agree to pay all taxes, fees, and filing costs related to the use of the Equipment, even if billed after the end of the Lease. We will file property tax returns and bill you as soon as an invoice from the local jurisdiction is received. If we are required to pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you in advance in writing.
4. **UCC Filing:** You authorize us or IKON to sign any documents in connection with the Uniform Commercial Code filing on your behalf. You authorize us to insert the serial number(s) of the Equipment in this Lease (including any schedules) and in any filings.
5. **Agency:** You agree that neither IKON nor any of its employees are our agents.
6. **Liability and Insurance:** You are responsible for any losses or injury caused by the Equipment. You promise to keep the Equipment fully insured against loss until the Lease is paid in full and maintain insurance that protects us from liability for any damage or injury caused by the Equipment or its use. You promise to provide us evidence of the insurance, showing us as the loss payee and additional insured, upon request. If you fail to provide such evidence, you authorize us to obtain coverage on your behalf. We may file claims and endorse insurance checks on your behalf. You must continue to make payments until the Lease is paid off by the insurance proceeds.
7. **Indemnity:** We are not responsible for any losses or injuries caused by the installation or use of the Equipment. You agree to reimburse us for and defend us against any claims, for losses or injuries caused by the Equipment, unless due to our gross negligence or willful misconduct.
8. **Warranties:** We pass to you, without recourse, the benefits of all warranties made by IKON or the manufacturer to us as equipment owner. **YOU ARE LEASING THE EQUIPMENT FROM US "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE.** You agree we are not responsible for repairs, service or defects.
9. **Renewal:** After the minimum term or any extension, this Lease will renew on a month-to-month basis unless you notify us in writing at least 30 days prior to the expiration of the minimum term or extension. You must pay any additional lease payments due until the Equipment is received in good working order by IKON or its agents. So long as replacement equipment is selected from IKON, shipping charges within the territory of the IKON supplier from which you have selected the replacement equipment will be borne by that IKON supplier.
10. **Other Rights:** You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Lease is found to be invalid, then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law.
11. **Entire Agreement:** This Lease represents the entire agreement between us and you. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both parties. Except for identifying the goods, services, or software ordered, the price(s), and the quantity(ies), the terms and conditions of the purchase order, or other ordering documents you will not modify or effect this Lease, or have any other legal effect whether issued or signed before, on, or after the date of this Lease.
12. **Lease Payments:** Payments will begin on the agreement date or delivery date, whichever is later. You agree to pay us the lease payment when due, and if any payment is more than ten days late you agree to pay a fee of 5% or \$5 (whichever is greater) on the overdue amount. You also agree to pay \$25 for each check that the bank returns for insufficient funds or any other reason. You agree to pay a one time documentation fee, if any, as it appears on the front of this Lease.
13. **Maintenance and Care of Our Equipment:** You agree to install, use and maintain the Equipment in accordance with IKON specifications and use only those supplies approved by IKON which meet manufacturer specifications.
14. **Location of Equipment:** You will keep the Equipment at the location specified in this Lease. You must obtain our written permission, which will not be unreasonably withheld to move the Equipment. With reasonable notice, you will allow us or our agents to inspect the Equipment.
15. **Assignment:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS LEASE.
16. **Default:** If you do not pay any amount due when it is due, you are in default. If you default, we can demand that you pay the remaining balance of the Lease and return the Equipment to us at your expense. We may repossess the Equipment. You waive any rights you may have to notice before we seize any of the Equipment and waive any requirement that we post a bond in connection with any such seizure or repossession. In addition, if you break any promise in the Agreement we can use any remedies available to us under the Uniform Commercial Code or any other applicable law. You promise to pay reasonable attorney fees and any cost associated with any action to enforce this Lease. This action will not void your responsibility to maintain and care for the Equipment, nor will IKON be liable for any action taken on our behalf.
17. **Business Agreement and Choice of Law:** YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW FOR THE STATE IN WHICH WE HAVE OUR HOME OFFICE. YOU ALSO AGREE TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF OUR HOME OFFICE OR THE COURTS OF THE STATE WHERE THE IKON SUPPLIER IS LOCATED TO RESOLVE ANY ACTION UNDER THIS LEASE. WE BOTH WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT.

ACCEPTED BY IKON CAPITAL LEASING MANAGER

X  Date 10/1/14

# DELIVERY AND ACCEPTANCE CERTIFICATE

Lessor: D.C. HEY  
ALCO CAPITAL RESOURCE  
PO BOX 9115  
MACON, GA 31298

The undersigned hereby certifies that all the equipment described in the Lease Agreement between Lessor and \_\_\_\_\_ (Lessee) dated \_\_\_\_\_, 19\_\_\_\_ has been delivered and is hereby accepted. Lessee acknowledges that such equipment is in good condition and is performing satisfactorily.

SHARP SF-2022 COPIER

COPY

CHAMPION AUTO STORES

Lessee

By Karen Schnas ✓  
Title Bu. Services Asst  
Date 11-21-94

# DELIVERY AND ACCEPTANCE CERTIFICATE

Lessor:

DCHEY  
ALCO CAPITAL RESOURCE  
PO BOX 9115  
MACON GA, 31298

The undersigned hereby certifies that all the equipment described in the Lease Agreement between Lessor and \_\_\_\_\_ (Lessee) dated \_\_\_\_\_, 19\_\_\_\_ has been delivered and is hereby accepted. Lessee acknowledges that such equipment is in good condition and is performing satisfactorily.

COPY

SF 2035

CHAMPION AUTO

Lessee

By

Title

Date

*[Handwritten Signature]* ✓

MGR. C/S

11/17/94

# DELIVERY AND ACCEPTANCE CERTIFICATE

Lessor:

DCHEY  
ALCO CAPITAL RESOURCE  
PO BOX 9115  
MACON GA, 31298

The undersigned hereby certifies that all the equipment described in the Lease Agreement between Lessor and \_\_\_\_\_ (Lessee) dated \_\_\_\_\_, 19\_\_\_\_ has been delivered and is hereby accepted. Lessee acknowledges that such equipment is in good condition and is performing satisfactorily.

COPY

SD 3075

CHAMPION AUTO

Lessee

By Laurie Lewandinski ✓

Title Business Services Mgr.

Date 11-17-94

ment when due  
ner also return

# DELIVERY AND ACCEPTANCE CERTIFICATE

Lessor: D.C. HEY  
ALCO CAPITAL RESOURCE  
PO BOX 9115  
MACON, GA 31298

The undersigned hereby certifies that all the equipment described in the Lease Agreement between Lessor and \_\_\_\_\_ (Lessee) dated \_\_\_\_\_, 19\_\_\_\_ has been delivered and is hereby accepted. Lessee acknowledges that such equipment is in good condition and is performing satisfactorily.

SHARP SF-9800 COPIER  
OCE 2500 Copier

**COPY**

CHAMPION AUTO STORES

Lessee

By Howard E. Storge ✓

Title Asst Merchandiser

Date 11/18/94

**UNITED STATES BANKRUPTCY COURT**

**PROOF OF CLAIM**

RECEIVED

Name of Debtor  
Champion Auto Stores

Case Number  
98-32743-DDO

98 DEC 29 AM 9:11

**NOTE:** This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503

Name of Creditor (The person or other entity to whom the debtor owes money or property):  
COMMUNITY FIRST BANK  
Name and Address where notices should be sent:  
  
COMMUNITY FIRST BANK  
C/O CARL E MALMSTROM  
PO BOX 1599  
DETROIT LAKES MN 56502-1599  
  
Telephone Number:

- Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- Check box if you have never received any notices from the bankruptcy court in this case.
- Check box if the address differs from the address on the envelope sent to you by the court.

UNITED STATES BANKRUPTCY COURT

98-32743

2950552

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:

Check here if  replaces this claim  amends a previously filed claim, dated \_\_\_\_\_

1. **Basis for Claim**
- Goods sold
  - Services performed
  - Money loaned
  - Personal injury/wrongful death
  - Taxes
  - Other contract/misrepresentations

- Retiree benefits as defined in 11 U.S.C. § 1114(a)
- Wages, salaries, and compensation (fill out below)  
Your SS #: \_\_\_\_\_  
Unpaid compensation for services performed from \_\_\_\_\_ to \_\_\_\_\_  
(date) (date)

2. **Date debt was incurred:**  
February through May, 1998

3. **If court judgment, date obtained:**

4. **Total Amount of Claim at Time Case Filed:** \$ 8,976.00  
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.  
 Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. **Secured Claim.**  
 Check this box if your claim is secured by collateral (including a right of setoff).  
Brief Description of Collateral:  
 Real Estate  Motor Vehicle  
 Other \_\_\_\_\_  
  
Value of Collateral: \$ \_\_\_\_\_  
  
Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ \_\_\_\_\_

6. **Unsecured Priority Claim.**  
 Check this box if you have an unsecured priority claim  
Amount entitled to priority \$ \_\_\_\_\_  
Specify the priority of the claim:  
 Wages, salaries, or commissions (up to \$4,300),\* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).  
 Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).  
 Up to \$ 1,950\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).  
 Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).  
 Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).  
 Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(\_\_\_\_).  
  
\*Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7. **Credits:** The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.  
8. **Supporting Documents:** Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. Copy of Complaint attached.  
9. **Date-Stamped Copy:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

**SEND CLAIM TO:**  
U.S. Bankruptcy Court  
200 U.S. Courthouse  
316 North Robert Street  
St. Paul, MN 55101

Date  
12/22/98

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):  
  
Richard Jordahl

**Penalty for presenting fraudulent claim:** Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

STATE OF MINNESOTA

IN DISTRICT COURT

COUNTY OF BECKER

SEVENTH JUDICIAL DISTRICT

---

Community First Bank  
as the Trustee of the Krantz  
Family Trust I, and  
Wayne Bradely as the Trustee  
of the Krantz Family Trust II,

Plaintiffs,

vs.

Rueben M. Patson and  
Susan J. Patson, d/b/a  
Champion Auto Stores; and  
Champion Auto Stores, Inc.

Defendants.

---

Case No.

**COMPLAINT**

Plaintiffs, Community First Bank and Wayne Bradely as the trustees of the Krantz Family Trusts I and II, for their complaint against Rueben M. Patson and Susan J. Patson, d/b/a Champion Auto Stores, hereinafter "Patsons", and Champion Auto Stores, Inc., hereinafter "Champion", state and allege as follows:

1. Plaintiff, Community First Bank, is the trustee of the Krantz Family Trust I and has its principal place of business at Fargo, North Dakota. Plaintiff, Wayne Bradely, is the trustee of the Krantz Family Trust II and is a resident of Fargo, North Dakota. The Krantz Family Trusts I and II are established by Richard Jordahl as settlor and beneficiary.
2. Defendants, Rueben M. Patson and Susan J. Patson are residents of Becker County, Minnesota, and have conducted a business known as Champion Auto Stores in the city of Detroit Lakes, Minnesota.
3. Defendant, Champion Auto Stores, Inc., is a corporation under the laws of the state of Minnesota with its principal place of business located at New Hope, Minnesota.

4. Defendant Patsons did lease from Plaintiffs through its agents, Richard and Susan Jordahl, commercial retail space located in Detroit Lakes, Minnesota pursuant to the terms of a written lease dated March 6, 1991, and as from time to time extended by the agreement of the parties, at which location Defendant Patsons operated under franchise a Champion Auto store.

5. Defendant Patsons have defaulted in the payment of rent under said lease for the months of February, March, and April, 1998 in the amount of \$2,992.00 per month. Defendant Patsons were notified of their default under the lease in writing sent by certified mail dated March 13, 1998.

6. Defendant Patsons signed and delivered a promissory note to Plaintiffs dated November 21, 1996 promising to repay the sum of \$4,898.00, together with interest at the rate of 9.5% per annum from December 1, 1996, in monthly installments of \$290.72 each commencing December 1, 1996. Defendant Patsons are in default on payment of this note and the amounts due under said note have been accelerated pursuant to the terms of the note. There is due the principal amount of \$1,168.00 together with interest from January 21, 1998. A copy of said note is attached hereto as Exhibit A and incorporated herein by reference.

7. Defendant Champion is believed to be the primary supplier of inventory to Defendant Patsons and has represented itself to Plaintiffs, through its agent Mark Wold, to be a creditor of Defendant Patsons with approximately \$60,000.00 owed, which debt is secured by inventory, accounts receivable, and fixtures.

8. Defendant Champion, through its agent Mark Wold, represented to Plaintiffs that First National Bank of Detroit Lakes, now Norwest Bank, is a secured creditor of Defendant Patsons with approximately \$20,000.00 owed, secured also by the inventory, fixtures and accounts of Patsons.

9. Defendant Champion, through its agent Mark Wold, represented to Plaintiffs during all relevant times herein that the value at cost of Patsons' inventory was \$92,000.00, and the value of the fixtures was \$10,000.00.

10. Plaintiffs, at the request of Defendant Champion, made by and through its agent Mark Wold, has since February, 1998 exercised

forbearance in seeking eviction of Defendant Patsons from the leased premises for default in the payment of rent, and from seeking a judgment enforceable against the inventory, fixtures, and accounts of Defendant Patsons, all based on the continuing representations of Mark Wold that the value of said inventory and fixtures was sufficient to pay all creditors of Defendant Patsons, and that Defendant Champion had located a qualified buyer for the inventory and fixtures who would lease the same premises as were leased to Defendant Patsons.

11. Defendant Champion, through its agent Mark Wold, informed Plaintiffs on April 15, 1998 that it did not have a qualified buyer of Patsons' inventory and fixtures who would lease from Plaintiffs, and further, that Defendant Champion intended to sell the inventory and fixtures of Defendant Patsons for an amount sufficient only to pay the debt owed to Norwest Bank and Defendant Champion.

12. Defendant Patsons is believed by Plaintiffs to be insolvent and has no other assets against which Plaintiffs can collect a judgment. A disposition of the inventory and fixtures for less than their value at cost will result in irreparable harm to Plaintiffs.

#### I. FIRST CAUSE OF ACTION

##### Default in Payment of Promissory Note

13. Plaintiffs reallege each and every thing contained in paragraphs 1 through 12 above and incorporate the same herein by reference.

14. As and for Defendant Patsons failure to make payment on the above mentioned promissory note, Plaintiffs have accelerated said note and there is due thereon the sum of \$1,168.00 together with interest thereon from January 21, 1998 at the rate of 9.5% per annum in the sum of \$246.24 through April 20, 1998.

15. The promissory note above mentioned provides that the Plaintiffs are entitled to recover all attorney's fees incurred in the enforcement of said promissory note.

## II. SECOND CAUSE OF ACTION

### Breach of Lease

16. Plaintiffs reallege each and every thing contained in paragraphs 1 through 15 above and incorporate the same herein by reference.

17. Defendant Patsons failure to make payment due under the terms of the lease constitutes a material default and breach of said lease and entitles Plaintiffs to restoration of the leased premises together with payment of the rent default in the amount of \$8,976.00 for the months of February, March, and April, 1998, and in the amount of \$2,992.00 per month for each month thereafter until the premises are vacated.

## III. THIRD CAUSE OF ACTION

### Misrepresentations

18. In order to induce Plaintiffs into forbearance of exercising its legal remedy to enforce the lease and seek judgment against Defendant Patsons, Defendant Champion, through its agent Mark Wold, made false and misleading representations of material facts to Plaintiffs, including without limitation, the following:

- a. That Champion Auto Stores, Inc. had a qualified buyer for Patsons' inventory and fixtures;
- b. That the above referenced qualified buyer would lease the retail space from Plaintiffs currently under lease to Patsons;
- c. That the value at cost of Patsons' inventory and fixtures was sufficient to pay the secured debt owed the Champion Auto Stores, Inc., Norwest Bank, and the debt owed to Plaintiffs.

These representations were made repeatedly to Plaintiffs to induce Plaintiffs not to evict Patsons and their inventory and fixtures from the leased premises, and from seeking a judgment against Patsons and the enforcement of said judgment against the inventory, fixtures, and accounts of Defendant Patsons.

19. By reason of the foregoing, Plaintiffs will sustain damages equal to the difference between the total amount due from Defendant Patsons on the promissory note and lease as set forth in paragraphs 14 and 17 above, together with attorney's fees incurred in the enforcement of said debt, and the amount which Plaintiffs may receive upon sale of Defendant Patsons' inventory, fixtures, and accounts, which Defendant Champion currently represents will be 0, for which amount Defendant Champion is liable to Plaintiffs.

#### IV. FOURTH CAUSE OF ACTION

##### Appointment of a Receiver

20. Plaintiffs reallege each and every thing contained in paragraphs 1 through 19 above and incorporate the same herein by reference.

21. Defendant Patsons is believed to be insolvent, or in imminent danger of insolvency.

22. Defendant Champion has threatened to dispose of substantially all of Defendant Patsons' assets available to creditors, in a manner designed to receive substantially less than the cost value of the assets which will result in irreparable harm to Plaintiffs.

23. A receiver of Patsons' business assets, the above mentioned inventory, fixtures, and accounts, is necessary to avoid liquidation of the same in a manner that will be prejudicial to the rights of Defendant Patsons' unsecured creditors, including Plaintiffs.

#### V. FIFTH CAUSE OF ACTION

##### Injunction

24. Plaintiffs reallege each and every thing contained in paragraphs 1 through 23 above and incorporate the same herein by reference.

25. Unless enjoined, Defendants Patsons and Champion will dispose of substantially all of Defendant Patsons' assets (inventory, fixtures, and accounts) which are available to Defendant Patsons' creditors, in a manner which will result in no payment to unsecured creditors, including Plaintiffs, although it has been represented that the value

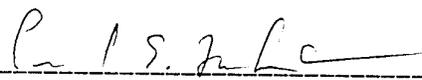
of said assets equals or exceeds the amount owed to both secured and unsecured creditors.

26. As a result of the threatened action of Defendants, Plaintiffs will suffer immediate and irreparable damage, for which Plaintiffs have no adequate remedy at law.

WHEREFORE, Plaintiffs pray for judgment as follows:

1. For judgment against Defendants Rueben M. Patson and Susan J. Patson in the amount of \$1,168.00 together with interest from January 20, 1998 at the rate of 9.5% per annum, and together with reasonable attorney's fees incurred, on the first cause of action;
2. For judgment against Defendants Rueben M. Patson and Susan J. Patson in the amount of \$8,976.00, for past due rents for the months of February, March, and April, 1998, and in the amount of \$2,992.00 for each month thereafter until the leased premises are vacated, and for judgment immediately restoring possession of the leased premises to Plaintiffs, on the second cause of action;
3. For judgment against Defendant Champion Auto Stores, Inc. in an amount yet undetermined on the third cause of action;
4. For the appointment of a receiver for the inventory, fixtures, and accounts of Defendant Patsons on the fourth cause of action;
5. For an order enjoining Defendant Champion Auto Stores, Inc. and Defendants Rueben M. Patson and Susan J. Patson from selling or otherwise disposing of any assets of Defendant Patsons without further order of this Court, or through the offices of any receiver appointed herein.
6. For such other and further relief as the Court deems to be just and equitable.

Dated: April 22, 1998

  
\_\_\_\_\_  
Carl E. Malmstrom  
Thorwaldsen, Beeson, Malmstrom,  
Sorum, & Donehower  
Attorneys for Plaintiffs  
1105 Hwy 10 E., P.O. Box 1599  
Detroit Lakes, MN 56502  
Atty. ID No. 143613



PROMISSORY NOTE

Borrower: Reuben M. & Susan J. Patson  
d/b/a Champion Auto  
Route 5, Box 225  
Detroit Lakes, MN 56501

Lender: Krantz Family Trust I  
C/O NCM Properties, Inc.  
203 10th St. N.  
Fargo, ND 5802

*SUN 12-01*

*Ballentine 116835*  
*11/29/98*

Principal: \$4,898.00  
Interest Rate: 9.5%  
Loan Date: 12/01/96

*476-641-184*  
*506A-70-5635*

PROMISE TO PAY: Reuben M. Patson and Susan J. Patson, individually and doing business as Champion Auto ("Borrower") promises to pay to The Krantz Family Trust I, Fargo, North Dakota ("Lender"), or order, in lawful money of the United States of America, the principal amount of Four Thousand Eight Hundred Ninety-Eight and 00/100 (\$4,898.00), together with interest at the rate of 9.5% per annum on the unpaid principal balance from and after December 1, 1996, until paid in full.

PAYMENT: Borrower shall pay this loan in 18 regular payments of \$290.72 each. Borrower's first payment is due December 1, 1996, and all subsequent payments are due on the 1st day of each month after that. Borrower's final payment, due May 1, 1998, shall be for all principal and all accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 365 day simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 365 days, times the outstanding principal balance, times the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT: Borrower may prepay this instrument at any time, without penalty.

DEFAULT: Borrower shall be in default if any of the following happens: (a) Borrower fails to make any payment when due; (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to perform promptly at the time and strictly in the manner provided in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender; (c) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect; (d) Borrower dies or becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws; (e) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender; (f) Any of the events described in this default section occurs with respect to any guarantor of this Note; and (g) Lender in good faith deems itself insecure.





UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA		PROOF OF CLAIM
Name of Debtor: <b>CHAMPION AUTO STORES INC</b>		Case Number: <b>98-32743</b>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor. (The person or entity to whom the debtor owes money or property) <i>Debi &amp; Kelly Ronderau</i>		<div style="text-align: right;"> <p>RECEIVED 08 APR 12 AM 9:20 U.S. BANKRUPTCY COURT ST. PAUL, MN</p> <p style="font-size: 2em; font-weight: bold;">680</p> <p>JKS</p> <p>THIS SPACE IS FOR COURT USE ONLY</p> </div>
Name and address where notices should be sent: <i>Debi &amp; Kelly Ronderau P.O. Box 293 Iscenti, MN 55240 Telephone number: 763-444-5549</i>		
Account or other number by which creditor identifies debtor: <i>N/A</i>	Check here <input type="checkbox"/> replaces if this claim: <input type="checkbox"/> amends a previously filed court claim, dated: _____	
<b>1. Basis for Claim:</b> <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <i>ins premiums not put toward bills by Champion &amp; dental bills not paid</i>		
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your SS# _____ Unpaid compensations for services performed from _____ to _____ (date) (date)		
<b>2. Date debt was incurred:</b> <i>9/97 ins premiums / 10/98 dental bills</i>		<b>3. If court judgment, date obtained:</b>
<b>4. Total Amount of Claim at Time Case Filed:</b> \$ _____ If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
<b>5. Secured Claim</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____  Value of Collateral: \$ _____  Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		<b>6. Unsecured Priority Claim</b> <input checked="" type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority claim \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,300*), earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier — 11 U.S.C. § 507(a)(3) <input checked="" type="checkbox"/> Contributions to an employee benefit plan — 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use — 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child — 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or other penalties of governmental units — 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other — Specify applicable paragraph of 11 U.S.C. § 507(a) _____ <small>*Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
<b>7. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. <b>8. Supporting Documents:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. <b>9. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		<b>SEND CLAIMS TO:</b>  <b>U.S. BANKRUPTCY COURT</b> <b>316 N ROBERT ST</b> <b>STE 200</b> <b>ST PAUL MN 55101</b>
Date <i>4-11-00</i>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) <i>Debi Ronderau</i>	

*Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.*

April 11, 2000

To Whom It May Concern:

This claim is being filed late as Mr. Gary Bebeau had assured us that he had filed a claim on our behalf. We called to find out the status and found that he had lied and had not done so. (Please see attached letter from Mr. Bebeau)

We are asking for reimbursement of premiums paid that obviously were not put toward insurance and also for the dental bills after we paid our share of them, along with interest.

Below is a summary of our claim:

Insurance premiums paid:	\$1660.90
Balance owing on dental bills:	\$ 987.74
Paid by us (not our share):	\$ 200.00
Subtotal	<u>\$2848.64</u>
Interest (5%) year 1:	\$ 142.44
Subtotal	<u>\$2991.08</u>
Interest (5%) year 2:	\$ 149.56
Total of claim:	<u>\$3140.64</u>

Gary D. Bebeau  
P.O. Box 5596  
Hopkins, MN 55343-0492

934-3694

6 April 1999

TO: Former employees of Champion Auto Stores

**Dental Claims not reimbursed**

Patient: Kelly Randeau Amount \$ 716<sup>00</sup>

Please be advised that on your behalf, I have filed a claim with the Bankruptcy Court for the amount listed above. This amount was provided by Delta Dental and in their view, represents an unpaid claim for dental service under the former dental reimbursement plan maintained by Champion Auto Stores. This plan was terminated on October 31, 1998.

At some point in the near future, the Court will consider all claims presented and set a date for payment. As your claim is for an employee benefit generated after the Chapter 11 filing date of May 5, 1998, it should be paid in full, although full payment cannot be guaranteed at this time. The amount that is eventually paid by Court authorization will be paid directly to you.

Yours truly,



Gary Bebeau

Gary Bebeau never filed a claim on my behalf as he stated he would.



CHAMPION AUTO STORES, INC.  
Central Organization

9353 Jefferson Highway  
Maple Grove, MN 55369-4240  
(612) 391-6655

October 14th, 1998  
TO: All Employees  
FROM: Human Resources  
SUBJECT: Termination of all benefits as of November 1st, 1998

The company will be terminating all benefits as the end of October. If you have been offered a position with the Lahr Company please contact them directly regarding personal benefits. Many of you may choose to purchase your own benefit packages on the open market until you have a benefit package that suits your needs from a new employer. We recommend that you review your own personal needs and establish needed coverage as soon as possible. Some of the choices available to you are included in this memo.

#### **Medical, Dental and Vision Insurance**

Medical, dental and vision benefits provided through Champion Auto Stores, Inc. will terminate as of November 1, 1998. The best way to find insurance to cover your needs is to contact several local insurance agents. Also larger group insurance is available through organizations such as Blue Cross and Medica Health.

#### **Life Insurance**

Life insurance benefits will cease on November 1, 1998. Although you could choose to pick up continued coverage you should check with other insurance providers as our company policy was a group policy which is not normally cost competitive when purchased individually.

#### **Long-Term Disability Insurance**

There is no ability to convert this insurance to you. There are many different plans available in the marketplace that you could choose to replace this coverage. Contact your local insurance agent.

#### **401k**

This will terminate on October 15th. You will be receiving a information required to officially terminate the plan as well as the options you have from the plan administrator. If you have any questions in regard to your account, call Roger Schiffler with the Equitable at (612) 844-5513.

If you had taken out a loan from your 401k account and have an outstanding balance, your options will be provided by the plan administrator.

#### **Sick Hours**

No unused sick time benefits will be paid



### Payee Direct Transaction Report

Direct Transactions for : Dr. Ryan

01/01/1998 Through 12/31/2000

<u>Date</u>	<u>Paid From</u>		<u>Amount</u>
10/21/1998	Landmark Personal Checking	Dental	196.17
11/06/1998	Landmark Personal Checking	Dental	192.32
03/31/1999	Landmark Personal Checking	Dental	10.00
05/17/1999	Landmark Personal Checking	Dental	10.00
06/17/1999	Landmark Personal Checking	Dental	15.00
07/19/1999	Landmark Personal Checking	Dental	15.00
08/23/1999	Landmark Personal Checking	Dental	20.00
09/17/1999	Landmark Personal Checking	Dental	20.00
10/22/1999	Landmark Personal Checking	Dental	25.00
12/06/1999	Landmark Personal Checking	Dental	25.00
01/07/2000	Landmark Personal Checking	Dental	20.00
02/18/2000	Landmark Personal Checking	Dental	40.00
<b>TOTAL</b>			<b>588.49</b>

*5 pymt on my share*

*over & above my share*

*2000*  
*2000*  
*2000*

Delta Dental Plan of Minnesota  
7807 CreekrIDGE Circle  
P.O. Box 330  
Minneapolis, MN 55440

November 23, 1998

To Whom it May Concern,

I am appealing the denial of our dental claims. On the Explanation of Benefits the notes say that the service was performed/prestated after the contract's termination date. Enclosed find a copy of the letter from Champion Auto Stores stating that the dental benefits would terminate as of November 1, 1998. All of these procedures were performed and billed to you before the termination date of the coverage, therefore the plan should make payment on these claims.

Claim number: 982860057  
Employee SSN: 474-86-5701  
Group number: 784

Thank you in advance for correcting this error.

Kelly Rondeau  
P.O. Box 293  
Isanti, MN 55040

Home Phone: 444-5549  
Work Phone: 444-5528



DELTA DENTAL PLAN OF MINNESOTA  
 780/ CREEFRIDGE CIRCLE, P.O. BOX 330  
 MINNEAPOLIS, MN 55440  
 FOR INQUIRIES CALL MN 612-944-0391 (MPLS/ST.PAUL)  
 OR 1-800-553-9536

ASSOCIATED CHECK NO. 0000000000

DATE 11/16/98

**EXPLANATION OF BENEFITS**  
 THIS IS NOT A BILL

TO   
 DAL RONDEAU  
 PO BOX 293  
 ISANTI MN 55040-0000

PROVIDER NAME FRANCIS S RYAN  
 PROVIDER ID 476204426-241  
 CLAIM NO. 982855895

(B. C. #003723)  
 GROUP NO. 000784-0007

IF THE CLAIM FORM SUBMITTED INDICATED OTHER DELTA COVERAGE, PLEASE DO NOT SEND ANOTHER CLAIM OR EOB WITH PRIMARY PAYMENT INFORMATION. SECONDARY PAYMENT IS CURRENTLY BEING PROCESSED.

TOOTH NO.	DATE SERVICE COMPLETED	PROCEDURE CODE	PROCEDURE DESCRIPTION	AMOUNT SUBMITTED	AMOUNT ALLOWED	DEDUCTIBLE	CO PAY %	PATIENT RESPONSIBILITY	PLAN PAYMENT	*NOTES
	10/08/98	00110	EXAM-INITIAL	32.00	0.00	0.00	0	32.00	0.00	14
	10/08/98	00210	X-RAY-FULL SERIES	89.00	0.00	0.00	0	89.00	0.00	14
	10/08/98	01110	PROPHYLAXIS-ADULT	58.00	0.00	0.00	0	58.00	0.00	14
CHECK NO. 000000000 PLAN 024				179.00	0.00	0.00		179.00	0.00	
ISSUE DATE 11/16/98										

FOR CUSTOMER SERVICE REGARDING BENEFIT INFORMATION, ELIGIBILITY OR TO CHECK CLAIMS STATUS PLEASE CALL (612)944-0391 OR (800)553-9536.  
 "A PERSON WHO SUBMITS AN APPLICATION OR FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME."  
 IMPROPER PAYMENTS INCREASE HEALTH CARE COSTS. IF YOU WISH TO REPORT ANY INSTANCES OF SUSPECTED FRAUD, MISUSE, ABUSE OR WASTE OF HEALTH CARE BENEFITS PLEASE CALL THE PROFESSIONAL SERVICES DEPARTMENT. ALL INFORMATION RECEIVED IS CONFIDENTIAL.

**REVIEW AND APPEAL PROCEDURE:** WITHIN 90-DAYS RECEIPT OF THIS VOUCHER YOU MAY MAKE A WRITTEN REQUEST FOR THE REVIEW OF ANY DENIED SERVICES. YOUR REQUEST MUST STATE YOUR BASIS FOR RE-EVALUATION AND INCLUDE THE CLAIM NUMBER, YOUR NAME, THE EMPLOYEE'S SOCIAL SECURITY NUMBER AND GROUP NUMBER.

SUBSCRIBER NAME DAL RONDEAU  
 SUBSCRIBER SSN 474-86-5701  
 PATIENT NAME KELLY  
 DATE OF BIRTH 08/27/65  
 RELATIONSHIP SPOUSE

\*NOTES :  
 14 SERVICE PERFORMED/PRESTATED AFTER CONTRACT'S TERMINATION DATE.

*False*

MMNEOB 9/95 REV 10/13/98





DELTA DENTAL PLAN OF MINNESOTA  
 7807 CREEKRIDGE CIRCLE, P.O. BOX 330  
 MINNEAPOLIS, MN 55440  
 FOR INQUIRIES CALL MN 612-944-0391 (MPLS/ST.PAUL)  
 OR 1-800-553-9536

ASSOCIATED CHECK NO. 000000000

DATE 11/16/98

**EXPLANATION OF BENEFITS**  
 THIS IS NOT A BILL

TO   
 DAL RONDEAU  
 PO BOX 293  
 ISANTI MN 55040-0000

PROVIDER NAME FRANCIS S RYAN  
 PROVIDER ID. 476204426-241 (B.C.#003723)  
 CLAIM NO. 982860057 GROUP NO. 000784-0007

IF THE CLAIM FORM SUBMITTED INDICATED OTHER DELTA COVERAGE, PLEASE DO NOT SEND ANOTHER CLAIM OR EOB WITH PRIMARY PAYMENT INFORMATION. SECONDARY PAYMENT IS CURRENTLY BEING PROCESSED.

TOOTH NO.	DATE SERVICE COMPLETED	PROCEDURE CODE	PROCEDURE DESCRIPTION	AMOUNT SUBMITTED	AMOUNT ALLOWED	DEDUCTIBLE	CO PAY %	PATIENT RESPONSIBILITY	PLAN PAYMENT	*NOTES
31 18	10/14/98	02752	CROWN-PROC/NOB METAL	640.00	0.00	0.00	0	640.00	0.00	14
	10/21/98	02752	CROWN-PROC/NOB METAL	640.00	0.00	0.00	0	640.00	0.00	14
	10/14/98	09230	ANALGESIA, 1 SESSION	38.00	0.00	0.00	0	38.00	0.00	14
	10/21/98	09230	ANALGESIA, 1 SESSION	38.00	0.00	0.00	0	38.00	0.00	14
CHECK NO. 0000000000 PLAN 024				1356.00	0.00	0.00		1356.00	0.00	
ISSUE DATE 11/16/98										

FOR CUSTOMER SERVICE REGARDING BENEFIT INFORMATION, ELIGIBILITY OR TO CHECK CLAIMS STATUS PLEASE CALL (612)944-0391 OR (800)553-9536.  
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SUBSCRIBER NAME DAL RONDEAU  
 SUBSCRIBER SSN 474-86-5701  
 PATIENT NAME KELLY  
 DATE OF BIRTH 08/27/65  
 RELATIONSHIP SPOUSE

\*NOTES :  
 14 SERVICE PERFORMED/PRESTATED AFTER CONTRACT'S TERMINATION DATE.

MNMECB 9/98 REV. 10/1/98





DELTA DENTAL PLAN OF MINNESOTA  
 7807 CREEKRIDGE CIRCLE, P.O. BOX 330  
 MINNEAPOLIS, MN 55440  
 FOR INQUIRIES CALL MN 612-944-0391 (MPLS/ST.PAUL)  
 OR 1-800-553-9536

ASSOCIATED CHECK NO. 0000000000

DATE 11/16/98

**EXPLANATION OF BENEFITS**  
**THIS IS NOT A BILL**

TO   
 DAL RONDEAU  
 PO BOX 293  
 ISANTI MN 55040-0000

PROVIDER NAME FRANCIS S RYAN  
 PROVIDER ID. 476204426-241 (B.C.#003723)  
 CLAIM NO. 983022945 GROUP NO. 000784-0007

IF THE CLAIM FORM SUBMITTED INDICATED OTHER DELTA COVERAGE, PLEASE DO NOT SEND ANOTHER CLAIM OR EOB WITH PRIMARY PAYMENT INFORMATION. SECONDARY PAYMENT IS CURRENTLY BEING PROCESSED.

TOOTH NO	DATE SERVICE COMPLETED	PROCEDURE CODE	PROCEDURE DESCRIPTION	AMOUNT SUBMITTED	AMOUNT ALLOWED	DEDUCTIBLE	CO PAY %	PATIENT RESPONSIBILITY	PLAN PAYMENT	NOTES
	10/28/98	09230	ANALGESIA, 1 SESSION	38.00	0.00	0.00	0	38.00	0.00	14
CHECK NO. 0000000000 PLAN 024				38.00	0.00	0.00		38.00	0.00	
ISSUE DATE 11/16/98										

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SUBSCRIBER NAME DAL RONDEAU  
 SUBSCRIBER SSN 474-86-5701  
 PATIENT NAME KELLY  
 DATE OF BIRTH 08/27/65  
 RELATIONSHIP SPOUSE

\*NOTES :  
 14 SERVICE PERFORMED/PRESTATED AFTER CONTRACT'S TERMINATION DATE.

MMWEOB 9/95 REV 10/13/98



CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000153121 1



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPLE GROVE, MN 55369

# Earnings Statement



Period Ending: 09/27/1997  
Pay Date: 10/01/1997

Social Security Number: 474-86-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

DAL C RONDEAU

Earnings	rate	hours	this period	year to date
Regular	15.0000	76.75	1,151.25	3,476.25
Overtime	22.5000	1.50	33.75	63.75
Premium				29.14
<b>Gross Pay</b>			<b>\$1,185.00</b>	3,842.27

Deductions	Statutory		
Federal Income Tax	-129.34		272.23
Social Security Tax	-72.42		237.17
Medicare Tax	-16.94		55.47
MN State Income Tax	-59.82		130.25
<b>Other</b>			
Cafe Plan	-17.00*		17.00
<b>Net Pay</b>		<b>\$889.48</b>	

\* Excluded from federal taxable wages

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000153730 1

# Earnings Statement



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPLE GROVE, MN 55369

Period Ending: 10/11/1997  
Pay Date: 10/15/1997

Social Security Number: 474-86-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

DAL C RONDEAU

<b>Earnings</b>	<b>rate</b>	<b>hours</b>	<b>this period</b>	<b>year to date</b>
Regular	15.0000	79.25	1,188.75	4,665.00
Overtime	22.5000	1.75	39.38	103.13
Premium				29.14
<b>Gross Pay</b>			<b>\$1,228.13</b>	5,070.40

<b>Deductions</b>	<b>Statutory</b>		
Federal Income Tax	-136.01		408.24
Social Security Tax	-75.09		312.26
Medicare Tax	-17.56		73.03
MN State Income Tax	-63.27		193.52
<b>Other</b>			
Cafe Plan	-17.00*		34.00
<b>Net Pay</b>		<b>\$919.20</b>	

\* Excluded from federal taxable wages

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000154361 1

# Earnings Statement



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPI E GROVE, MN 55369

Period Ending: 10/25/1997  
Pay Date: 10/29/1997

Social Security Number: 174-86-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

DAL C RONDEAU

<b>Earnings</b>	<b>rate</b>	<b>hours</b>	<b>this period</b>	<b>year to date</b>
Regular	15.0000	80.00	1,200.00	5,865.00
Overtime	22.5000	11.50	258.75	361.88
Premium				29.14
<b>Gross Pay</b>			<b>\$1,458.75</b>	6,529.15

<b>Deductions</b>	<b>Statutory</b>		
	Federal Income Tax	-200.58	608.82
	Social Security Tax	-89.39	401.65
	Medicare Tax	-20.90	93.93
	MN State Income Tax	-81.72	275.24
	<b>Other</b>		
	Cafe Plan	-17.00*	51.00
	<b>Net Pay</b>	<b>\$1,049.16</b>	

\* Excluded from federal taxable wages

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000154968 1

# Earnings Statement



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPI F GROVE, MN 55369

Period Ending: 11/08/1997  
Pay Date: 11/12/1997

Social Security Number: 474-86-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

**DAL C RONDEAU**

<b>Earnings</b>	<b>rate</b>	<b>hours</b>	<b>this period</b>	<b>year to date</b>
Regular	15.0000	80.00	1,200.00	7,065.00
Overtime	22.5000	2.25	50.63	412.51
Premium				29.14
<b>Gross Pay</b>			<b>\$1,250.63</b>	<b>7,779.78</b>

<b>Deductions</b>	<b>Statutory</b>		
	Federal Income Tax	-142.31	751.13
	Social Security Tax	-76.48	478.13
	Medicare Tax	-17.89	111.82
	MN State Income Tax	-65.07	340.31
	<b>Other</b>		
	Cafe Plan	-17.00*	68.00
	<b>Net Pay</b>	<b>\$931.88</b>	

\* Excluded from federal taxable wages

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000155573 1

# Earnings Statement



Period Ending: 11/22/1997  
Pay Date: 11/26/1997



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPLE GROVE, MN 55369

Social Security Number: 474-06-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

DAL C RONDEAU

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>year to date</u>
Regular	15.0000	77.50	1,162.50	8,227.50
Overtime	22.5000	1.25	28.13	440.64
Premium				29.14
<b>Gross Pay</b>			<b>\$1,190.63</b>	8,970.41

<u>Deductions</u>	<u>Statutory</u>		
	Federal Income Tax	-130.18	981.31
	Social Security Tax	-72.77	550.90
	Medicare Tax	-17.02	123.84
	MN State Income Tax	-60.27	400.58
	<u>Other</u>		
	Cafe Plan	-17.00*	85.00
<b>Net Pay</b>		<b>\$893.39</b>	

\* Excluded from federal taxable wages

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000156192 1

# Earnings Statement



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPLE GROVE, MN 55369

Period Ending: 12/06/1997  
Pay Date: 12/10/1997

Social Security Number: 474-86-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

**DAL C RONDEAU**

<b>Earnings</b>	<b>rate</b>	<b>hours</b>	<b>this period</b>	<b>year to date</b>
Regular	15.0000	50.00	750.00	8,977.50
Holiday	15.0000	8.00	120.00	
Overtime				440.64
Premium				29.14
<b>Gross Pay</b>			<b>\$870.00</b>	9,840.41

<b>Deductions</b>	<b>Statutory</b>		
	Federal Income Tax	-82.09	963.40
	Social Security Tax	-52.88	603.78
	Medicare Tax	-12.37	141.21
	MN State Income Tax	-35.49	436.07
<b>Other</b>			
	Cafe Plan	-17.00*	102.00
<b>Net Pay</b>		<b>\$670.17</b>	

CO. FILE DEPT. CLOCK NUMBER  
 DCD 003118 183 0000157186 1

# Earnings Statement



CHAMPION AUTO STORES, INC.  
 9353 JEFFERSON HWY  
 MAPLE GROVE, MN 55369

Period Ending: 12/20/1997  
 Pay Date: 12/26/1997

Social Security Number: 474-86-5701  
 Taxable Marital Status: Single  
 Exemptions/Allowances:  
 Federal: 2  
 State: 2

**DAL C RONDEAU**

Earnings	rate	hours	this period	year to date
Regular	15.0000	80.00	1,200.00	10,177.50
Overtime	22.5000	3.75	84.38	525.02
Premium				29.14
<b>Gross Pay</b>			<b>\$1,284.38</b>	11,124.79

Deductions	Statutory		
	Federal Income Tax	-151.76	1,115.16
	Social Security Tax	-78.58	682.36
	Medicare Tax	-18.37	159.58
	MN State Income Tax	-67.77	503.84
	<b>Other</b>		
	Cafe Plan	-17.00*	119.00
	<b>Net Pay</b>	<b>\$950.90</b>	

\* Excluded from federal taxable wages

CO. FILE DEPT. CLOCK NUMBER  
 DCD 003118 183 0000157804 1

# Earnings Statement



Period Ending: 01/03/1998  
 Pay Date: 01/07/1998



CHAMPION AUTO STORES, INC.  
 9353 JEFFERSON HWY  
 MAPLE GROVE, MN 55369

Social Security Number: 474-86-5701  
 Taxable Marital Status: Single  
 Exemptions/Allowances:  
 Federal: 2  
 State: 2

**DAL C RONDEAU**

<b>Earnings</b>	<b>rate</b>	<b>hours</b>	<b>this period</b>	<b>year to date</b>
Regular	15.0000	15.50	232.50	232.50
Holiday	15.0000	8.00	120.00	
<b>Gross Pay</b>			<b>\$352.50</b>	352.50

<b>Deductions</b>	<b>Statutory</b>		
	Federal Income Tax	-3.89	3.89
	Social Security Tax	-20.80	20.80
	Medicare Tax	-4.86	4.86
	MN State Income Tax	-4.09	4.09
	<b>Other</b>		
	Cafe Plan	-17.00*	17.00
<b>Net Pay</b>		<b>\$301.86</b>	

\* Excluded from federal taxable wages  
 Your federal taxable wages this period are \$325.50

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000158363 1

# Earnings Statement



Period Ending: 01/17/1998  
Pay Date: 01/21/1998



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPLE GROVE, MN 55369

Social Security Number: 474-86-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

**DAL C RONDEAU**

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>year to date</u>
Regular	15.0000	80.00	1,200.00	1,432.50
Overtime	22.5000	20.00	450.00	450.00
<b>Gross Pay</b>			<b>\$1,650.00</b>	2,002.50

<u>Deductions</u>	<u>Statutory</u>		
Federal Income Tax	-249.30		253.19
Social Security Tax	-101.25		122.05
Medicare Tax	-23.68		28.54
MN State Income Tax	-96.21		100.30
<b>Other</b>			
Cafe Plan	-17.00*		34.00
<b>Net Pay</b>	<b>\$1,162.56</b>		

\* Excluded from federal taxable wages

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000158915 1

# Earnings Statement



Period Ending: 01/31/1998  
Pay Date: 02/04/1998



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPLE GROVE, MN 55369

Social Security Number: 474-86-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

DAL C RONDEAU

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>year to date</u>
Regular	15.0000	80.00	1,200.00	2,632.50
Overtime	22.5000	4.00	90.00	540.00
<b>Gross Pay</b>			<b>\$1,290.00</b>	3,292.50

<u>Deductions</u>	<u>Statutory</u>		
	Federal Income Tax	-148.50	401.69
	Social Security Tax	-78.92	200.97
	Medicare Tax	-18.46	47.00
	MN State Income Tax	-67.41	167.71
	<u>Other</u>		
	Cafe Plan	-17.00*	51.00
<b>Net Pay</b>		<b>\$959.71</b>	

\* Excluded from federal taxable wages

CO. FILE DEPT. CLOCK NUMBER  
 DCD 003118 183 0000159465 1

# Earnings Statement



Period Ending: 02/14/1998  
 Pay Date: 02/18/1998



CHAMPION AUTO STORES, INC.  
 9353 JEFFERSON HWY  
 MAPLE GROVE, MN 55369

Social Security Number: 474-86-5701  
 Taxable Marital Status: Single  
 Exemptions/Allowances:  
 Federal: 2  
 State: 2

DAL C RONDEAU

Earnings	rate	hours	this period	year to date
Regular	15.0000	79.00	1,185.00	3,817.50
Overtime	22.5000	1.00	22.50	562.50
<b>Gross Pay</b>			<b>\$1,207.50</b>	<b>4,500.00</b>

Deductions	Statutory		
	Federal Income Tax	-132.14	533.83
	Social Security Tax	-73.81	274.78
	Medicare Tax	-17.26	64.26
	MN State Income Tax	-60.81	228.52
	<b>Other</b>		
	Cafe Plan	-17.00*	68.00
	<b>Net Pay</b>	<b>\$906.48</b>	

\* Excluded from federal taxable wages

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000160013 1

# Earnings Statement



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPLE GROVE, MN 55369

Period Ending: 02/28/1998  
Pay Date: 03/04/1998

Social Security Number: 474-86-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

**DAL C RONDEAU**

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>year to date</u>
Regular	15.0000	79.25	1,188.75	5,006.25
Overtime	22.5000	12.00	270.00	832.50
<b>Gross Pay</b>			<b>\$1,458.75</b>	5,958.75

<u>Deductions</u>	<u>Statutory</u>		
	Federal Income Tax	-176.23	710.06
	Social Security Tax	-85.07	359.85
	Medicare Tax	-19.90	84.16
	MN State Income Tax	-75.34	303.86
	<b>Other</b>		
	Cafe Plan	-86.70*	154.70
<b>Net Pay</b>		<b>\$1,015.51</b>	

\* Excluded from federal taxable wages

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000160567 1



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPLE GROVE, MN 55369

# Earnings Statement



Period Ending: 03/14/1998  
Pay Date: 03/18/1998

Social Security Number: 474-86-5701  
Taxable Marital Status: Single  
Exemptions Allowances:  
Federal: 2  
State: 2

**DAL C RONDEAU**

<b>Earnings</b>	<b>rate</b>	<b>hours</b>	<b>this period</b>	<b>year to date</b>
Regular	15.0000	80.00	1,200.00	6,206.25
Overtime	22.5000	2.75	61.88	894.38
<b>Gross Pay</b>			<b>\$1,261.88</b>	7,220.63

<b>Deductions</b>	<b>Statutory</b>		
	Federal Income Tax	-129.84	839.90
	Social Security Tax	-72.86	432.71
	Medicare Tax	-17.04	101.20
	MN State Income Tax	-59.59	363.45
	<b>Other</b>		
	Cafe Plan	-86.70*	241.40
	Uniform Maint	-10.00	10.00
	<b>Net Pay</b>	<b>\$885.85</b>	

\* Excluded from federal taxable income

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000161133 1

# Earnings Statement



Period Ending: 03/28/1998  
Pay Date: 04/01/1998



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPLE GROVE, MN 55369

Social Security Number: 474-86-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

**DAL C RONDEAU**

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>year to date</u>
Regular	15.0000	71.75	1,076.25	7,282.50
Overtime	22.5000	8.25	185.63	1,080.01
Sick	15.0000	8.00	120.00	
<b>Gross Pay</b>			<b>\$1,381.88</b>	8,602.51

<u>Deductions</u>	<u>Statutory</u>		
Federal Income Tax	-154.71		994.61
Social Security Tax	-80.30		513.01
Medicare Tax	-18.78		119.98
MN State Income Tax	-69.19		432.64
<u>Other</u>			
Cafe Plan	-86.70*		328.10
Uniform Maint	-10.00		20.00
<b>Net Pay</b>	<b>\$962.20</b>		

CO. FILE DEPT. CLOCK NUMBER  
 DCD 003118 183 0000161710 1

# Earnings Statement



CHAMPION AUTO STORES, INC.  
 9353 JEFFERSON HWY  
 MAPLE GROVE, MN 55369

Period Ending: 04/11/1998  
 Pay Date: 04/15/1998

Social Security Number: 474-80-5701  
 Taxable Marital Status: Single  
 Exemptions/Allowances:  
 Federal: 2  
 State: 2

**DAL C RONDEAU**

<b>Earnings</b>	<b>rate</b>	<b>hours</b>	<b>this period</b>	<b>year to date</b>
Regular	15.0000	80.00	1,200.00	8,482.50
Overtime	22.5000	5.50	123.75	1,203.76
<b>Gross Pay</b>			<b>\$1,323.75</b>	9,926.26

<b>Deductions</b>	<b>Statutory</b>		
Federal Income Tax		-139.12	1,133.73
Social Security Tax		-76.70	589.71
Medicare Tax		-17.94	137.92
MN State Income Tax		-64.54	497.18
<b>Other</b>			
Cafe Plan		-86.70*	414.80
Uniform Maint		-10.00	30.00
<b>Net Pay</b>		<b>\$928.75</b>	

\* Excluded from federal taxable wages

CO. FILE DEPT. CLOCK NUMBER  
 DCD 003118 183 0000162291 1

# Earnings Statement



Period Ending: 04/25/1998  
 Pay Date: 04/29/1998



CHAMPION AUTO STORES, INC.  
 9353 JEFFERSON HWY  
 MAPLE GROVE, MN 55369

Social Security Number: 474-86-5701  
 Taxable Marital Status: Single  
 Exemptions/Allowances:  
 Federal: 2  
 State: 2

**DAL C RONDEAU**

<b>Earnings</b>	<b>rate</b>	<b>hours</b>	<b>this period</b>	<b>year to date</b>
Regular	15.0000	72.50	1,087.50	9,570.00
Overtime	22.5000	.25	5.63	1,209.39
<b>Gross Pay</b>			<b>\$1,093.13</b>	11,019.39

<b>Deductions</b>	<b>Statutory</b>		
	Federal Income Tax	-104.52	1,238.25
	Social Security Tax	-62.40	652.11
	Medicare Tax	-14.59	152.51
	MN State Income Tax	-46.09	543.27
	<b>Other</b>		
	Cafe Plan	-86.70*	501.50
	Uniform Maint	-10.00	40.00
<b>Net Pay</b>		<b>\$768.83</b>	

\* Excluded from federal taxable wages

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000162876 1

# Earnings Statement



Period Ending: 05/09/1998  
Pay Date: 05/13/1998



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPLE GROVE, MN 55369

Social Security Number: 474-86-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

DAL C RONDEAU

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>year to date</u>
Regular	15.0000	80.00	1,200.00	10,770.00
Overtime	22.5000	.50	11.25	1,220.64
<b>Gross Pay</b>			<b>\$1,211.25</b>	12,230.64

<u>Deductions</u>	<u>Statutory</u>		
Federal Income Tax		-122.24	1,360.49
Social Security Tax		-69.72	721.83
Medicare Tax		-16.31	168.82
MN State Income Tax		-55.54	598.81
<b>Other</b>			
Cafe Plan		-86.70*	588.20
Uniform Maint		-10.00	50.00
<b>Net Pay</b>		<b>\$850.74</b>	

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000163416 1

# Earnings Statement



Period Ending: 05/23/1998  
Pay Date: 05/28/1998



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPLE GROVE, MN 55369

Social Security Number: 474-86 5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

DAL C RONDEAU

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>year to date</u>
Regular	15.0000	69.50	1,042.50	11,812.50
Overtime	22.5000	2.25	50.63	1,271.27
<b>Gross Pay</b>			<b>\$1,093.13</b>	13,323.77

<u>Deductions</u>	<u>Statutory</u>		
	Federal Income Tax	-104.52	1,465.01
	Social Security Tax	-62.40	784.23
	Medicare Tax	-14.59	183.41
	MN State Income Tax	-46.09	644.90
	<u>Other</u>		
	Cafe Plan	-86.70*	674.90
	Uniform Maint	-10.00	60.00
	<b>Net Pay</b>	<b>\$768.83</b>	

\* Excluded from federal taxable wages

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000163917 1

# Earnings Statement



Period Ending: 06/06/1998  
Pay Date: 06/10/1998



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPLE GROVE, MN 55309

Social Security Number: 474-86-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

**DAL C RONDEAU**

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>year to date</u>
Regular	15.0000	63.50	952.50	12,765.00
Overtime				1,271.27
<b>Gross Pay</b>			<b>\$952.50</b>	14,276.27

<u>Deductions</u>	<u>Statutory</u>		
	Federal Income Tax	-83.43	1,548.44
	Social Security Tax	-53.68	837.91
	Medicare Tax	-12.55	195.96
	MN State Income Tax	-35.91	680.81
<b>Other</b>			
	Cafe Plan	-86.70*	761.60
	Uniform Maint	-10.00	70.00
<b>Net Pay</b>		<b>\$670.23</b>	

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000164406 1

# Earnings Statement



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPLE GROVE, MN 55369

Period Ending: 06/20/1998  
Pay Date: 06/24/1998

Social Security Number: 474-86-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

**DAL C RONDEAU**

<b>Earnings</b>	<b>rate</b>	<b>hours</b>	<b>this period</b>	<b>year to date</b>
Regular	15.0000	49.25	738.75	13,503.75
Premium			123.00	123.00
Sick	15.0000	16.00	240.00	
Overtime				1,271.27
<b>Gross Pay</b>			<b>\$1,101.75</b>	15,378.02

<b>Deductions</b>	<b>Statutory</b>		
	Federal Income Tax	-105.82	1,654.26
	Social Security Tax	-62.93	900.84
	Medicare Tax	-14.72	210.68
	MN State Income Tax	-46.78	727.59
	<b>Other</b>		
	Cafe Plan	-86.70^	848.30
	Uniform Maint	-10.00	80.00
<b>Net Pay</b>		<b>\$774.80</b>	

CO. FILE DEPT. CLOCK NUMBER  
 DCD 003118 183 0000164881 1

# Earnings Statement



CHAMPION AUTO STORES, INC.  
 9353 JEFFERSON HWY  
 MAPLE GROVE, MN 55369

Period Ending: 07/04/1998  
 Pay Date: 07/08/1998

Social Security Number: 474-86-5701  
 Taxable Marital Status: Single  
 Exemptions/Allowances:  
 Federal: 2  
 State: 2

**DAL C RONDEAU**

<b>Earnings</b>	<b>rate</b>	<b>hours</b>	<b>this period</b>	<b>year to date</b>
Regular	15.0000	73.50	1,102.50	14,606.25
Overtime	22.5000	.75	16.88	1,288.15
Premium				123.00
<b>Gross Pay</b>			<b>\$1,119.38</b>	16,497.40

<b>Deductions</b>	<b>Statutory</b>		
	Federal Income Tax	-108.46	1,762.72
	Social Security Tax	-64.03	964.87
	Medicare Tax	-14.97	225.65
	MN State Income Tax	-48.19	775.78
<b>Other</b>			
	Cafe Plan	-86.70*	935.00
	Uniform Maint	-10.00	90.00
<b>Net Pay</b>		<b>\$787.03</b>	

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000165352 1

# Earnings Statement



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPLE GROVE, MN 55369

Period Ending: 07/18/1998  
Pay Date: 07/22/1998

Social Security Number: 474-86-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

**DAL C RONDEAU**

<b>Earnings</b>	<b>rate</b>	<b>hours</b>	<b>this period</b>	<b>year to date</b>
Regular	15.0000	72.00	1,080.00	15,686.25
Overtime				1,288.15
Premium				123.00
<b>Gross Pay</b>			<b>\$1,080.00</b>	17,577.40

<b>Deductions</b>	<b>Statutory</b>		
	Federal Income Tax	-102.56	1,865.28
	Social Security Tax	-61.58	1,026.45
	Medicare Tax	-14.41	240.06
	MN State Income Tax	-45.04	820.82
	<b>Other</b>		
	Cafe Plan	-86.70*	1,021.70
	Uniform Maint	-10.00	100.00
<b>Net Pay</b>		<b>\$759.71</b>	

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000165817 1

# Earnings Statement



Period Ending: 08/01/1998  
Pay Date: 08/05/1998



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPLE GROVE, MN 55369

Social Security Number: 474-66-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

**DAL C RONDEAU**

<b>Earnings</b>	<b>rate</b>	<b>hours</b>	<b>this period</b>	<b>year to date</b>
Regular	15.0000	62.75	941.25	16,627.50
Overtime	22.5000	2.25	50.63	1,338.78
Funeral	15.0000	24.00	360.00	
Premium			77.25	200.25
<b>Gross Pay</b>			<b>\$1,429.13</b>	19,006.53

<b>Deductions</b>	<b>Statutory</b>		
Federal Income Tax	-167.94		2,033.22
Social Security Tax	-83.23		1,109.68
Medicare Tax	-19.46		259.52
MN State Income Tax	-72.97		893.79
<b>Other</b>			
Cafe Plan	-86.70*		1,108.10
Uniform Maint	-10.00		110.00
<b>Net Pay</b>		<b>\$988.83</b>	

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000166272 1

# Earnings Statement



Period Ending: 08/15/1998  
Pay Date: 08/19/1998



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPI F GROVE, MN 55369

Social Security Number: 474-86-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

DAL C RONDEAU

<b>Earnings</b>	<b>rate</b>	<b>hours</b>	<b>this period</b>	<b>year to date</b>
Regular	15.0000	72.25	1,083.75	17,711.25
Overtime	22.5000	6.00	135.00	1,473.78
Premium				200.25
<b>Gross Pay</b>			<b>\$1,218.75</b>	20,225.28

<b>Deductions</b>	<b>Statutory</b>		
	Federal Income Tax	-123.37	2,156.59
	Social Security Tax	-70.19	1,179.87
	Medicare Tax	-16.42	275.94
	MN State Income Tax	-56.14	949.93
<b>Other</b>			
	Cafe Plan	-86.70*	1,195.10
	Uniform Maint	-10.00	120.00
<b>Net Pay</b>		<b>\$855.93</b>	

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000166716 1

# Earnings Statement



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPLE GROVE, MN 55369

Period Ending: 08/29/1998  
Pay Date: 09/02/1998

Social Security Number: 474-86-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

DAL C RONDEAU

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>year to date</u>
Regular	15.0000	79.50	1,192.50	18,903.75
Overtime	22.5000	8.00	180.00	1,553.78
Premium			485.52	585.77
<b>Gross Pay</b>			<b>\$1,858.02</b>	22,083.30

<u>Deductions</u>	<u>Statutory</u>		
	Federal Income Tax	-288.03	2,444.62
	Social Security Tax	-109.82	1,289.69
	Medicare Tax	-25.68	301.62
	MN State Income Tax	-107.28	1,057.21
	<u>Other</u>		
	Cafe Plan	-86.70*	1,281.80
	Uniform Maint	10.00	130.00
<b>Net Pay</b>		<b>\$1,230.51</b>	

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000167162 1

# Earnings Statement



Period Ending: 09/12/1998  
Pay Date: 09/16/1998



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPLE GROVE, MN 55369

Social Security Number: 471-86-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

DAL C RONDEAU

<b>Earnings</b>	<b>rate</b>	<b>hours</b>	<b>this period</b>	<b>year to date</b>
Regular	15.0000	63.75	956.25	19,860.00
Sick	15.0000	8.00	120.00	
Overtime				1,653.78
Premium				685.77
<b>Gross Pay</b>			<b>\$1,076.25</b>	23,159.55

<b>Deductions</b>	<b>Statutory</b>		
Federal Income Tax		-101.99	2,546.61
Social Security Tax		-61.36	1,351.05
Medicare Tax		-14.35	315.97
MN State Income Tax		-44.74	1,101.95
<b>Other</b>			
Cafe Plan		96.70*	1,368.50
Uniform Maint		-10.00	140.00
<b>Net Pay</b>		<b>\$757.11</b>	

CO. FILE DEPT. CLOCK NUMBER  
DCD 003118 183 0000167594 1

# Earnings Statement



CHAMPION AUTO STORES, INC.  
9353 JEFFERSON HWY  
MAPLE GROVE, MN 55369

Period Ending: 09/26/1998  
Pay Date: 09/30/1998

Social Security Number. 474-86-5701  
Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 2  
State: 2

DAL C RONDEAU

<b>Earnings</b>	<b>rate</b>	<b>hours</b>	<b>this period</b>	<b>year to date</b>
Regular	15.0000	70.75	1,061.25	20,921.25
Overtime	22.5000	.75	16.88	1,670.66
Premium				685.77
<b>Gross Pay</b>			<b>\$1,078.13</b>	24,237.68

<b>Deductions</b>	<b>Statutory</b>		
	Federal Income Tax	-102.27	2,648.88
	Social Security Tax	-61.46	1,412.51
	Medicare Tax	-14.38	330.35
	MN State Income Tax	-44.89	1,146.84
	<b>Other</b>		
	Cafe Plan	-86.70*	1,455.20
	Uniform Maint	-10.00	150.00
<b>Net Pay</b>		<b>\$758.43</b>	

CO. FILE DEPT. CLOCK NUMBER  
 DCD 003118 183 0000168036 1

# Earnings Statement



CHAMPION AUTO STORES, INC.  
 9353 JEFFERSON HWY  
 MAPLE GROVE, MN 55369

Period Ending: 10/10/1998  
 Pay Date: 10/14/1998

Social Security Number: 474-86-5/01  
 Taxable Marital Status: Single  
 Exemptions/Allowances:  
 Federal: 2  
 State: 2

DAL C RONDEAU

Earnings	rate	hours	this period	year to date
Regular	15.0000	62.50	937.50	21,858.75
Premium			158.65	844.42
Sick	15.0000	16.00	240.00	
Vacation			500.00	
Overtime				1,670.66
<b>Gross Pay</b>			<b>\$1,836.15</b>	26,073.83

Deductions	Statutory		
	Federal Income Tax	-281.90	2,930.78
	Social Security Tax	-108.47	1,520.98
	Medicare Tax	-25.36	355.71
	MN State Income Tax	-105.53	1,252.37
	<b>Other</b>		
	Cafe Plan	-86.70*	1,541.90
	Uniform Maint	-10.00	160.00

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA  
THIRD DIVISION**

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In Re:

Chapter 7

Champion Auto Stores Inc,  
Debtor(s)

Bankruptcy No. 98-32743

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**UNSWORN CERTIFICATE OF SERVICE**

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I, Ann M. Gagner, declare under penalty of perjury that on July 23, 2004, I served copies of the attached *Notice of Hearing and Objection to Proof of Claims Nos. 320, 344, 381, 397, 410, 475, 680 and a proposed Order* by first class U.S. Mail, to the following parties:

Billsearch Enterprises, Inc. d/b/a Champion Auto Store #228 6528 University Avenue North Fridley, MN 55432	Jay-Jay Enterprises, Inc. John's Champion Auto #402 P.O. Box 262 Little Chute, WI 54140	Lee Roger Miner 4247 Viking Blvd. East Bethel, MN 55092
Christopher M. Frickstad 6028 – 36 <sup>th</sup> Avenue North Crystal, MN 55422	IOS Capital f/k/a IKON Capital Bankruptcy Administration P.O. Box 9115 Macon, GA 31208	Community First Bank Attn: Richard Jordahl P.O. Box 1599 Detroit Lakes, MN 56502
Dal & Kelly Rondeau P.O. Box 293 Isanti, MN 55040	Michael F. McGrath Ravich, Meyer Kirkman, et al 4545 IDS Center 80 South 8 <sup>th</sup> Street Minneapolis, MN 55402	United States Trustee 1015 U.S. Courthouse 300 South Fourth Street Minneapolis, MN 55415

Executed on: July 23, 2004.

Signed: /e/ Ann M. Gagner

Ann M. Gagner  
Buckley & Jensen  
1339 East County Road D  
Vadnais Heights, MN 55109

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA  
THIRD DIVISION**

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In re: Chapter 7  
Champion Auto Stores Inc, Bankruptcy No. 98-32743  
Debtor(s).

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**NOTICE OF HEARING AND OBJECTION TO  
PROOF OF CLAIM NOS. 320, 344, 381, 397, 410, 475, and 680**

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A hearing on the Trustee's motion objecting to the referenced Proof of Claims was held before the undersigned Judge of Bankruptcy Court on September 2, 2004. Appearances, if any, are noted in the Court's records. Based upon the trustee's motion and all of the files and records of the proceeding herein,

**IT IS HEREBY ORDERED:**

The following claims are disallowed in their entirety:

<b>CLAIM NO.</b>	<b>CLAIMANT</b>	<b>AMOUNT</b>
320	Billsearch Enterprises, Inc. d/b/a Champion Auto Store #228 6528 University Avenue North Fridley, MN 55432	Undetermined
344	Jay-Jay Enterprises, Inc. John's Champion Auto #402 P.O. Box 262 Little Chute, WI 54140	\$67,212.30
381	Lee Roger Miner 4247 Viking Blvd. East Bethel, MN 55092	\$1,800.00
397	Christopher M. Frickstad 6028 – 36 <sup>th</sup> Avenue North Crystal, MN 55422	\$532.00

410	IOS Capital f/k/a IKON Capital Bankruptcy Administration P.O. Box 9115 Macon, GA 31208	\$58,448.50
475	Community First Bank Attn: Richard Jordahl P.O. Box 1599 Detroit Lakes, MN 56502	\$8,976.00
680	Dal & Kelly Rondeau P.O. Box 293 Isanti, MN 55040	\$3,140.64

Date: \_\_\_\_\_, 2004.

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Dennis D. O'Brien  
United States Bankruptcy Judge