

discretion of New York State
authorities.

Although no business is now being conducted, in the past, Edle has conducted business and paid Taxes in the following states without being qualified or licensed:

- 1) Missouri: Conducted business and paid Taxes from June 1995 to January 1996. There is a possible penalty of \$1,000.00 for conducting without being qualified.
- 2) Colorado: Conducted business and paid Taxes from September 1992 to April 1995. There is a maximum possible penalty of \$5,000.00 for conducting business without being qualified.
- 3) Iowa: Conducted business and paid Taxes from February 1995 to November 1995. There is a maximum possible penalty of \$1,000.00 per year for conducting business without being qualified.
- 4) Illinois: Conducted business and paid Taxes from September 1995 to November 1995. There is a possible penalty of \$200.00 for conducting business without being qualified.
- 5) New Hampshire: Conducted business and paid Taxes from March 1992 to March 1993. Any penalties are assessed at the discretion of New Hampshire State authorities.

QCS Interactive does not do and has not done business and is not licensed or qualified to do business in any other state besides Florida.

Edle of Puerto Rico is duly organized and is validly existing in good standing under the laws of Puerto Rico.

SCHEDULE 5.2(11)

The Company has not had any predecessor companies in the last five years nor has it acquired material assets from any other entity.

SCHEDULE 5.2(iii)

Edle does or has done business under the following names:

- 1) QCS**
- 2) Quality Copy Service**
- 3) QCS Information Management Services**
- 4) Edle, Inc.**
- 5) Edle Enterprise, Inc.**
- 6) Edle Enterprises, Inc.**

QCS only does business under the name: QCS Interactive, Inc.

Edle of Puerto Rico only does business under the name Edle Enterprises of Puerto Rico, Inc.

SCHEDULE 5.2(iv)

Except for Edle of Puerto Rico, which is a subsidiary of Edle, the Company has not been a subsidiary or division of another corporation or a part of an acquisition which was later rescinded.

SCHEDULE 5.2(v)

True, complete and correct copies of the Articles of Incorporation certified by the Florida Secretary of State and copies of the By-laws of Edle and QCB are attached hereto.

SCHEDULE 5.2(vi)

The minute books of the Company, as provided to FYI, are correct and complete in all material respects.

SCHEDULE 5.3(a)

There are no outstanding conversion or exchange rights, subscriptions, options, warrants or other arrangements or commitments obligating the Company to issue any shares of capital stock or other securities or to purchase, redeem or otherwise acquire any shares of capital stock or other securities, or to pay any dividend or make any distribution in respect thereof.

SCHEDULE 5.4

Quality Copy Services, Inc. has conveyed all of its assets, consisting of cash, furniture and equipment, to Edle immediately prior to the closing. A list of such assets is attached hereto

SCHEDULE 5.5(a)

Exception Found Relative to the Review of System and Controls:

- The deferred tax liability reflected on the books and records of QCS Information Management Services has not been computed in accordance with Financial Accounting Standards Board #109 (Accounting for Deferred Taxes).

Exception Found Relative to the Review of Annual Financial Statements:

- The accountant's report did not reference the "Statement on Standards for Accounting and Review Services as issued by the American Institute of Certified Public Accountants."
- An account called "Advance to Affiliate", a related party transaction, must be disclosed separately in the notes to the financial statements as per Statement Financial Accounting Standard, SFAS#57.
- Income tax payable was not broken down by specific tax jurisdiction (i.e. federal, state) as per SFAS#109.
- Common stock did not elicit par on stated value. Additionally, there was no mention of the number of shares authorized, issued, and outstanding.
- Complete absence of the Statements of Cash Flows as required by SFAS#95.
- Regarding the disclosure of Long-term Debt and Leases, there was an absence of future years minimum debt or lease payments.
- No financial statement note disclosure was found regarding pension plan adoption as per SFAS#87.
- Various contingencies and legal actions were not disclosed in the annual financial statements as pronounced by SFAS#5. Such disclosures should include the nature of contingency and estimate of possible loss.

In accordance with FAS - 109, Accounting for Income Tax, there are five (5) steps required to complete the annual computation of deferred tax liabilities and assets (FAS - 109, par. 17):

1. Identify the types and amounts of existing temporary differences and the nature and amount of each type of operating loss and tax credit carryforward and the remaining length of the carryforward period.
2. Measure the total deferred tax liability for taxable temporary differences using the applicable tax rate.

3. Measure the total deferred tax asset for deductible temporary differences and operating loss carryforward using the applicable tax rate.

4. Measure deferred tax assets for each type of tax credit carryforward.

5. Reduce deferred tax assets by a valuation allowance if it is more likely than not that some or all of the deferred tax assets will not be realized.

In addition to these five requirements, FAS - 109 takes into consideration the importance of balance sheet classification of all deferred tax components. The assets and liability portions of deferred taxes should be stated in current and non-current portions.

FAS - 109 also provides guidelines for financial statement disclosure. The following components of the net deferred tax liability or asset recognized in an enterprises balance sheet must be disclosed (FAS - 109), par. 43):

1. The total of all deferred tax liabilities for taxable temporary differences.

2. The total of all deferred tax assets for deductible temporary differences and loss and tax credits carryforwards.

3. The total valuation allowance recognized for deferred tax assets.

4. The net change during the year in the total valuation allowance.

The deferred tax liability is being computed by recording the difference between the accrual basis books and the cash basis tax return. No allowances are being made for temporary differences and the total net effect of the deferral is being stated on the balance sheet as one line item only rather than categorized.

Additionally, the deferral is only being measured for Federal taxes and FAS - 109 also encompasses state taxes.

SCHEDULE 5.5(b)(i)

- 1) Obligations in connection with oral partial sub-lease of premises at 7045 NW 41st Street, Miami, Florida to Polo Cortez at a rate of \$1,000.00 per month effective on May 1, 1997.
- 2) Liabilities for Taxes incurred by the Company for its operations after March 31, 1997.
- 3) Awarded Service Purchase Contract with the Commonwealth of Pennsylvania referred to in Schedule 5.28.
- 4) *Green Tree Vendor Services Corp. v. Edle Enterprise, Inc.*, as described in Schedule 5.5(b)(ii).
- 5) Sandra Sittinger EEOC Charge described in Schedule 5.16.

SCHEDULE 5.5(b)(11)

- 1) *Wann vs. Quality Copy Service, Inc., as described in Schedule 5.16(1)*
- 2) *Rebecca Mattos v. Quality Copy Service, as described in Schedule 5.16(1)*
- 3) *Sandra Sittinger issue as described in Schedule 5.16(1)*
- 4) *Edle terminated a Service Agreement with Norwalk Hospital (the "Hospital") in Connecticut in December, 1996. Upon termination, Edle discontinued services to the Hospital two weeks prior to its scheduled end date. The Hospital has alleged that it suffered damages as a result of Edle's early termination and has refused to allow Edle to enter the premises to remove a photocopy machine worth \$7,000. The photocopier was leased from Sharp Electronics Credit Company ("Lessor") by Edle. At the request of Edle, the Lessor also attempted to remove the photocopier from the Hospital premises, but the Lessor has also been denied entry to the Hospital to retrieve the machine. Attached is a copy of the latest letter from Edward Leal to Creighton English, Esq., the Hospital's attorney. Edle estimates that the maximum loss could be the value of the machine (\$7,000), although Edle expects to obtain the return of the machine. Recently, Edle received a demand letter from Mr. English alleging that Edle had caused the Hospital \$75,000 to \$80,000 in damages and threatening a lawsuit. Edle does not believe there is any merit to this claim and believes that it is very unlikely that the Hospital will take this claim any further.*
- 5) *Tax actions by the State of Florida Department of Revenue as described in Schedule 5.8(a)(1). Edle estimates that the maximum liability of the Company could be the amounts requested by the Department of Revenue in each Tax Action, \$2,493.57 and \$2,035.95, respectively.*
- 6) *Green Tree Vendor Services Corp. v. Edle Enterprise, Inc., Case No. 97-9637-CC-2 filed on July 8, 1997 in the County Court in and for Dade County, Florida. A copy of the Complaint is attached hereto. This breach of lease agreement action was filed by the lessor of the photocopier being wrongfully held by Norwalk Hospital, as discussed above. The plaintiff is requesting payment of all sums due under the lease of the machine (\$8,800.00) plus attorney's fees.*

SCHEDULE 5.6

- 1) List of the accounts and notes receivable of Edle, as of July 31, 1997.
- 2) Aging of all accounts and notes receivable showing amounts due in 30-day aging categories.

SCHEDULE 5.7

An accurate list and summary description of all Material Permits is set forth below:

- 1) Florida Vehicle Registration, License Plate No. TWZ13U, 1995 Ford, ID# IFALP65305K239575.
- 2) Florida Vehicle Registration, License Plate No. TWZ91T, 1995 Ford, ID# IFTCR10A55TA64229.
- 3) Florida Vehicle Registration, License Plate No. TWZ94T, 1995 Ford, ID# IFALP65395K239560.
- 4) Florida Vehicle Registration, License Plate No. TWZ95T, 1995 Ford, ID# IFASP15J1SW365689.
- 5) Florida Vehicle Registration, License Plate No. UQE02M, 1995 Ford, ID# IFASP15JXSW325711.
- 6) Florida Vehicle Registration, License Plate No. LEB456, 1995 BMW, ID# WBAGJ6321SDH31186.
- 7) Florida Vehicle Registration, License Plate No. TWZ93T, 1995 Ford Escort, ID# IFASP15J65W365669.
- 8) By October 1997, QCS Interactive expects to have a U.S. trademark of the MERIT software it has developed. Supporting documentation is attached.
- 9) Certificate of Title for 1992 BMW, ID# WBABB2311NEC29090. (This vehicle is to be transferred by Edle to the Shareholders prior to the Closing Date.)
- 10) Florida Department of Revenue, Certificate of Registration, Certificate No. 23-08-366786-68.
- 11) Dade County Occupational License for Miami warehouse located at 7045 N.W. 41st Street, Miami, FL 33166.
- 12) Dade County Occupational License for Miami office located at 1150 N.W. 72nd Avenue, 6th Floor, Miami, Florida 33126.
- 13) State of New York Certificate of Authority.
- 14) State of North Carolina, Department of Revenue, Merchants Certificate of Registration.
- 15) State of South Carolina, Department of Revenue and Taxation, Retail License.
- 16) State of Connecticut, Sales and Use Tax Permit, Department of Revenue Services.

17) State of Colorado Sales Tax License

SCHEDULE 5.8(a)(1)

- 1) Tax Action by the State of Florida Department of Revenue for unpaid sales and use tax in the amount of \$2,493.57 for February 1997.
- 2) Tax Action by the State of Florida Department of Revenue for failure to comply with EFT requirements (\$2,035.95 due).

Both of the above Tax Actions are being contested. Documentation is attached.

SCHEDULE 5.0(a)(11)

Edle's tax returns for 1992, 1993, and 1994 were audited by the Internal Revenue Service ("IRS"). The IRS's final report is attached hereto.

SCHEDULE 5.8(a)(iii)

Income taxes, sales taxes, and personal property taxes imposed by the United States Internal Revenue Service or similar agencies or departments of all states where Edle and QCS Interactive conduct business and incurred in the ordinary course of business prior to the Closing Date may be due and payable after the Closing Date.

SCHEDULE 5.8(w)

At the end of the last taxable year, QCS Interactive did have aggregate Tax losses for federal income Tax purposes.

SCHEDULE 3.9(b)

- 1) Auto Loan in the amount of \$12,831.00 by Transatlantic Bank to Edle Enterprises, Inc. for a 1995 Ford Contour, ID# IFLAP65305K239575.
- 2) Auto Loan in the amount of \$12,831.00 by Transatlantic Bank to Edle Enterprises, Inc. for a 1995 Ford Contour, ID# IFLAP6539SK239560.
- 3) Auto Loan in the amount of \$10,934.35 by Transatlantic Bank to Edle Enterprises, Inc. for a 1995 Ford Escort, ID# IFASP15J65W365669.
- 4) Auto Loan in the amount of \$10,934.35 by Transatlantic Bank to Edle Enterprises, Inc. for a 1995 Ford Escort, ID# IFASP15JISW365689.
- 5) Auto Loan in the amount of \$11,315.02 by Transatlantic Bank to Edle Enterprises, Inc. for a 1995 Ford Escort, ID# IFASP15JXSW325711.
- 6) Auto Loan in the amount of \$10,790.31 by Transatlantic Bank to Edle Enterprises, Inc. for a 1995 Ford Ranger, ID# IFERIOA55TA64229.
- 7) Form UCC-1 filed on behalf of Transatlantic Bank to place a lien on "all present and future accounts receivable."

SCHEDULE 5.9 (c)

None.

SCHEDULE 5.10

- 1) Lease Agreement by and between 41ST STREET WAREHOUSE, whose mailing address is 169 Flagler Street, Suite 1600, Miami, Florida 33131, and QUALITY COPY SERVICE dated March 20, 1997. The base monthly rent is \$1,966.20 for approximately 5,000 rentable square feet.
- 2) Office Lease by and between Airport Executive Towers I & II Limited Partnership, whose mailing address is 1150 N.W. 72nd Avenue, Suite 306, Miami, FL 33126, and Quality Copy Service, Inc., dated April 1, 1997. The base monthly rent is \$4,803.34 until December 31, 1997. The premises has 10,480 rentable square feet. This lease will be assigned to Edle with the consent of the lessor prior to the Closing Date.
- 3) Oral sub-lease agreement with Polo Cortez described in Schedule 5.5(b)(i)
- 4) Oral lease agreement by and between Edle and the Shareholders for property (a condominium) located in Miami Beach, Florida. This lease will be terminated prior to the Closing Date.

SCHEDULE 5.11

	ADDRESS	DATES OF OCCUPATION
1)	101 S.W. 15th Road Miami, FL 33129	1989-1991
2)	75 S.W. 15th Road Miami, FL 33129	1987-1989
3)	275 N.W. 132nd Avenue Miami, FL 33182	1986-1987
4)	1610 Glenwood Avenue Raleigh, NC 27608	Closed October 1996

SCHEDULE 5.12(a)

- 1) Loan Agreement by and between Edle Enterprises, Inc. and Transatlantic Bank dated November 2, 1995 (to be paid at closing). This Loan Agreement is subject to the personal guaranty of the Shareholders.
- 2) Lease Agreement between 41st Street Warehouse and Quality Copy referred to in Schedule 5.10.
- 3) Office Lease between Airport Executive Towers I & II Limited Partnership and Quality Copy Service referred to in Schedule 5.10.
- 4) Purchase Order from Public Health Trust of Dade County, Jackson Memorial Hospital, for copy service of official records for medical records department from February 1, 1997 to January 31, 1998 with four (4) options to renew.
- 5) Service Agreement by and between Lakeland Regional Medical Center and Quality Copy Service dated February 28, 1997.
- 6) Service Agreement by and between Mount Sinai Medical Center and Quality Copy Service dated October, 1995.
- 7) Service Agreement by and between Orlando Regional Healthcare System and Quality Copy Service, Inc. dated September 30, 1996.
- 8) Service Agreement by and between Sarasota Memorial Hospital and Quality Copy Service dated November 27, 1995.
- 9) Service Agreement by and between Sparrow Hospital and Quality Copy Service dated July 10, 1995.
- 10) Service Agreement by and between St. Joseph's Hospital, Inc. and Quality Copy Service dated March 18, 1996.
- 11) Agreement by and between QCS Interactive and Renee Klaarberg, author of MERIT software. Pursuant to this Agreement, QCS Interactive will pay Ms. Klaarberg \$30.00 per unit of MERIT software sold for the first 2,000 units sold.
- 12) Oral Loan Agreement by and between Edle and the Shareholders in the approximate amount of \$236,000.00 (to be paid at closing).
- 13) Loan Agreement between Edle and Robert Martinez (employee) in the amount of \$2,000.00 (\$700.00 balance waived on June 1, 1997 and added to Mr. Martinez as income).
- 14) Vehicle Lease Agreement by and between Braman BMW and Edle Enterprise d/b/a Quality Copy Service dated July 18, 1995.

- 15) Agreement by and between North Broward Hospital District and Quality Copy Service effective June 1, 1993.
- 16) Postage Meter Rental Agreement by and between Pitney Bowes and Quality Copy Service dated May 17, 1991.
- 17) Express Lease by and between Pitney Bowes Credit Corporation and Edle Enterprises, Inc. dated April 6, 1993.
- 18) Postage Meter Rental Agreement by and between Pitney Bowes and Quality Copy Service dated May 15, 1992.
- 19) Lease by and between Pitney Bowes Credit Corporation and Edle Enterprises, Inc. dated March 1994.
- 20) Lease by and between Pitney Bowes Credit Corporation and Edle Enterprises, Inc. dated November 25, 1996.
- 21) Lease by and between Pitney Bowes Credit Corporation and Edle Enterprises, Inc. dated November 25, 1996.
- 22) Lease by and between Pitney Bowes Credit Corporation and Quality Copy Service dated May 30, 1995.
- 23) Agreement for Maintenance and Leasing of Copy Machines by and between Atlantic Business Machines and Quality Copy Service.
- 24) Lease Agreement by and between Sharp Electronics Credit Company and Quality Copy Service dated September 22, 1995.
- 25) Lease Agreement by and between Sharp Electronics Credit Company and Quality Copy Service dated June 1995.
- 26) Equipment Maintenance and Supply Annual Agreement by and between Danko Industries, Inc., and Quality Copy Service dated June 13, 1995.
- 27) Equipment Lease Agreement by and between American Office Equipment of Tallahassee, Inc. and Edle Enterprises, Inc. dated March 20, 1996.
- 28) Lease Agreement by and between Sharp Electronics Credit Company and Quality Copy Service dated December 19, 1995.
- 29) Lease Agreement by and between Sharp Electronics Credit Company and Quality Copy Service dated November 13, 1995.
- 30) Lease Agreement by and between Sharp Electronics Credit Company and Quality Copy Service dated November 16, 1995.
- 31) Lease Agreement by and between Sharp Electronics Credit Company and Quality Copy Service dated September 26, 1995.

- 32) Equipment Maintenance and Supply Annual Agreements by and between Danka Industries, Inc. and Quality Copy Services dated September 26, 1995.
- 33) Lease Agreement by and between Sharp Electronics Credit Company and Quality Copy Service dated December 6, 1995.
- 34) Lease by and between American Business Credit Corporation and Edle Enterprises dated May 31, 1996.
- 35) Equipment Maintenance and Supply Annual Agreement by and between Danka Industries, Inc. and Quality Copy Service dated May 21, 1996.
- 36) Lease Agreement by and between Sharp Electronics Credit Company and Quality Copy Service dated July 6, 1995.
- 37) Lease Agreement by and between Alco Capital Resource, Inc. and Quality Copy Service dated March 13, 1996.
- 38) Lease Agreement by and between Sharp Electronics Credit Company and Quality Copy Service dated March 7, 1996.
- 39) Equipment Lease Agreement by and between American Office Equipment of Tallahassee, Inc. and Edle Enterprises, Inc. dated March 20, 1996.
- 40) Lease between Danka and Edle Enterprises, Inc. dated October 1996.
- 41) Equipment Maintenance and Supply Annual Agreement by and between Danka Industries, Inc. and Quality Copy Service dated _____.
- 42) Lease Agreement by and between Sharp Electronics Credit Company and Quality Copy Service dated August 22, 1995.
- 43) Lease Agreement by and between Sharp Electronics Credit Company and Quality Copy Service dated September 6, 1995.
- 44) Lease Agreement by and between Danka Industries, Inc. and Edle Enterprise, Inc. dated May 1, 1996.
- 45) Master Lease Agreement by and between Edle Enterprises and USL Capital Corporation dated May 6, 1995. This Lease contains personal guaranty of the Shareholders that will be terminated prior to the Closing Date. This Lease is subject to the personal guaranty of the Shareholders.
- 46) Oral loan agreement between Eduardo Leal and Edle whereby Edle owes Mr. Leal \$1,500.00. This loan is to be paid prior to closing.
- 47) Government contracts listed in Schedule 5.28.

SCHEDULE 5.12(b)

Edle is in default of the Lease Agreement by and between Danka Industries, Inc. and Edle Enterprise, Inc. dated May 1, 1996. This Lease is the basis for the lawsuit filed by Green Tree Vendors described in Schedule 5.5(b)(ii).

SCHEDULE 5.15

- 1) The Lease Agreement by and between Airport Executive Towers I & II Limited Partnership and Quality Copy Service, Inc., described in Schedule 5.10 requires in Section 13.1 written consent of the lessor upon assignment or sublease. This lease defines an assignment as having occurred when more than 50% of the ownership of the Lessee is transferred.
- 2) The other material contracts also require consent of the other party when the interests under the contract are going to be assigned. None of the other material contracts define an assignment as a stock acquisition, merger, or change in control, therefore, we have not listed these here.

SCHEDULE 5.16

- 1) Rebecca Mattos v. Quality Copy Service, Complaint filed on May 14, 1996 by Rebecca Mattos against Quality Copy Service with the State of New York, Executive Department, Division of Human Rights. Complaint alleges discrimination and the investigation is pending. (Supporting documentation is attached). Although Edle and the Shareholders do not feel there is any merit to Ms. Mattos claim, Edle has estimated its maximum contingent liability at \$10,000.
- 2) Edle terminated employee Sandra Sittinger on February 28, 1997 for suspected theft of company property. Ms. Sittinger has since hired an attorney, Gary M. Glassman, Esq. of Sarasota, Florida. Mr. Glassman sent Edward Leal the attached letter dated March 24, 1997 indicating that he represents Ms. Sittinger and requesting a settlement of approximately \$2,200.00 for unpaid wages and vacation. Edle has not agreed to pay Ms. Sittinger any amounts in settlement of her allegations. On July 25, 1997, Edle was notified that Ms. Sittinger had filed a charge with the Tampa Area Office of the Equal Employment Opportunity Commission alleging retaliatory discrimination. Copies of Notice and Charge are attached.
- 3) Wann v. Quality Copy Service, Inc., Case No. 95-3541-CA-02 filed on December 15, 1994 in the Circuit Court of the Eleventh Judicial Circuit in and for Dade County, Florida. Pleadings are attached hereto. The Complaint alleges that Edle has been charging a rate above the statutorily allowed rate for copies of medical records. Ms. Wann is a representative of a class of similarly situated persons. The parties have been negotiating a settlement. It is believed that Edle will have to pay up to \$128,000 to Ms. Wann and the class as a settlement. Attached is a summary of the case to date prepared by Edle's litigation counsel.
- 4) Green Tree Vendor Services Corp. v. Edle Enterprise, Inc., as described in Schedule 5.5.(b)(ii).
- 5) A list of all pending worker's compensation claims against the Company is attached.

SCHEDULE 5.10

A list of all Intellectual Property used by the Company is attached hereto. As mentioned in Schedule 5.7, QCS Interactive has applied for a U.S. trademark of its MERIT software. QCS Interactive and Edle use the tradenames listed in Schedule 5.2(iii).

SCHEDULE 5.19

- 1) The Company provides employees with the opportunity to enroll in a medical plan and, after one year of continuous employment, an employee may enroll in the Company's 401k Plan.
- 2) The employees included in the list attached hereto are given a monthly car allowance in the amount stated next to their name.

SCHEDULE 5.20

- 1) See list of those employees earning more than \$25,000 attached hereto.
- 2) Loans to employee Robert Martinez and to the Shareholders cited in Schedule 5.12.
- 3) Rebecca Mattos issue described in Schedule 5.16.
- 4) The Company has recently terminated Susan Nicole Broome for absenteeism. However, prior to the termination Ms. Broome was sent a health insurance application. She did not return the application, effectively waiving her right to enroll in the health insurance program. Subsequently, Ms. Broome learned she is pregnant and requested medical insurance coverage. She alleged that the Company had never sent her the health insurance application package. Although, she has not formally complained, the Company feels that Ms. Broome may make an issue of the waiver of health insurance and her subsequent termination. Documentation is attached.
- 5) Sandra Sittinger issue described in Schedule 5.16.

SCHEDULE 5.21(1)

Attached is a list of policies and contracts for fire, casualty, liability and other forms of insurance maintained by, or for the benefit of, the Company.

SCHEDULE 5.21(ii)

- 1) Media/Professional Insurance as representative for Gulf Underwriters Insurance Company denied a claim by Edle for coverage of damages in Wann v. Quality Copy Service, Inc. under its Specialty E&O Plan Policy. A copy of the denial of claim is attached hereto.
- 2) The Audubon Insurance Group denied a claim by Edle for defense and indemnity for claims arising out of the Wann v. Quality Copy Service, Inc. litigation under its commercial general liability insurance policy. A copy of the denial of claim is attached hereto.
- 3) Attached is a copy of the July 1, 1997 letter from John Alden Health to Edle terminating the Edle employee group insurance plan for lack of participants.

SCHEDULE 5.23

The following are Edle's top revenue generating clients (contracts are described in Schedule 5.12):

- 1) Jackson Memorial Hospital;**
- 2) Orlando Regional Healthcare District;**
- 3) Saint Joseph's Hospital;**
- 4) Broward General Hospital;**
- 5) Sarasota Memorial Hospital;**
- 6) Mount Sinai Medical Center;**
- 7) North Broward Medical Center;**
- 8) Lakeland Regional Medical Center;**
- 9) Sparrow Hospital**

The following are Edle's top suppliers:

- 1) Atlantic Business Machines**
- 2) Compusa**
- 3) Amex Corporate Card**
- 4) Staples**
- 5) Tech Data**
- 6) Office Depot**
- 7) Ikon Capital**

SCHEDULE 5.24

Edle:

President:	Eduardo A. Leal
Vice President:	Myrna T. Leal
Secretary/Treasurer:	Jorge Leal, Sr.
Directors:	Eduardo A. Leal
	Myrna T. Leal

QCS Interactive:

President:	Eduardo A. Leal
Vice President:	Myrna T. Leal
Directors:	Eduardo A. Leal
	Myrna T. Leal
	Paul Visser

Edle of Puerto Rico:

President:	Eduardo A. Leal
Vice President:	Myrna T. Leal
Directors:	Eduardo A. Leal
	Myrna T. Leal
	Jorge Leal, Sr.

SCHEDULE 5.25

See list of all bank accounts attached hereto.

SCHEDULE 5.26

- 1) Service Purchase Contract with the Commonwealth of Pennsylvania described in Schedule 5.28.
- 2) Transfer of artwork owned by Edle to the Shareholders as an extraordinary, non-recurring item pursuant to Item 3(a) of Annex II to the Agreement, not to be deducted from the net income of the Company.
- 3) Assignment of Vehicle Lease Agreement by and between Braman BMW and Edle Enterprise d/b/a Quality Copy Service dated July 18, 1995, to Eduardo A. Leal.
- 4) Acceptance of transfer of 1990 Honda, ID# JHMCB7651LC128607 from Jorge A. and Daisy Leal to Edle.
- 5) Transfer to Myrna T. Leal of 1992 BMW, ID# WBABB2311NEC29090 as an extraordinary, non-recurring item pursuant to Item 3(a) of Annex II of the Agreement, not to be deducted from the net income of the Company.

SCHEDULE 5.26(a)

Edle is a party to the following government contracts (a copy of each is attached hereto):

- 1) Service Purchase Contract by and between Edle Enterprises, Inc. and Dept. of Labor and Industry Bureau of Disability Determination (Commonwealth of Pennsylvania) dated July 1, 1997.
- 2) Agreement by and between the People of the State of New York acting by and through the Commissioner of the Department of Social Services of the State of New York and Edle Enterprises, Inc. d/b/a Quality Copy Service dated October 11, 1994.
- 3) Service Contract by and between State of Oregon, DHR, Disability Determination Services, and Edle Enterprises, Inc. d/b/a Quality Copy Service dated February 1, 1997.
- 4) Pilot test for Edle Enterprise, Inc. d/b/a Quality Copy Service to provide Medical Evidence of Record to the Colorado Disability Determination Services. Pilot test began in March 1997 and will last approximately 6 months.

SCHEDULE 5.20(c)

- 1) Rebecca Mattos issue described in Schedule 5.16.
- 2) Sandra Sittinger issue described in Schedule 5.16.

SCHEDULE 8.7

None.

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SCHEDULE 0.0

None.

SCHEDULE 9.5

See list of key employees attached hereto.

SCHEDULE 9.8

- 1) Loan Agreement by and between Transatlantic Bank and Edle Enterprise, Inc. described in Schedule 5.12(a).
- 2) Master Lease Agreement by and between USL Capital Corporation and Edle Enterprise, Inc. as described in Schedule 5.12(a).

SCHEDULE 9.9(b)

See form of management agreements attached hereto.

SCHEDULE 10.5

None.

SCHEDULE 12.6

None.

MIA4-537711.2