

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re: : Chapter 11  
: :  
**COMFORT CO, INC.,** : Case No. 08-12305 (MFW)  
A Delaware corporation, *et al.*,<sup>1</sup> : :  
: Jointly Administered  
Debtors. : :  
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**GLOBAL NOTES AND STATEMENTS OF LIMITATIONS, METHODS AND  
DISCLAIMER REGARDING THE DEBTORS' SCHEDULES OF ASSETS AND  
LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

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Comfort Co., Inc., Sleep Innovations, Inc. ("SI, Inc."), Advanced Urethane Technologies, Inc. ("AUT, Inc."), Advanced Innovations Central, LLC ("AI Central"), Advanced Innovations East, LLC ("AI East"), Advanced Innovations West, LLC ("AI West"), AUT Brenham, Inc. ("AUT Brenham"), AUT Dallas, Inc. ("AUT Dallas"), AUT Lebanon, Inc. ("AUT Lebanon"), AUT Newburyport, Inc. ("AUT Newburyport"), and AUT West Chicago, Inc. ("AUT West Chicago") (collectively, the "Debtors") are filing their respective Schedules of Assets and Liabilities (the "Schedules") and Statements of Financial Affairs (the "Statements" and, with the Schedules, the "Schedules and Statements") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). The Debtors, with the assistance of their counsel, prepared the Schedules and Statements in accordance with section 521 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") and Rule 1007 of the Federal Rules of Bankruptcy Procedure.

These Global Notes and Statements of Limitations, Methods and Disclaimer Regarding the Debtors' Schedules and Statements (the "Global Notes") pertain to, are incorporated by reference in and comprise an integral part of all the Schedules and Statements. These Global Notes should be referred to and reviewed in connection with any review of the Schedules and Statements.<sup>2</sup>

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Comfort Co., Inc. (0360); Sleep Innovations, Inc. (6386); Advanced Innovations Central, LLC (7109); Advanced Innovations East, LLC (2669); Advanced Innovations West, LLC (2116); Advanced Urethane Technologies, Inc. (1725); AUT Brenham, Inc. (7286); AUT Dallas, Inc. (7706); AUT Lebanon, Inc. (7928); AUT Newburyport, Inc. (7032); and AUT West Chicago, Inc. (7561). The address for all of the Debtors is 187 Route 36, Suite 101, West Long Branch, NJ 07764.

<sup>2</sup> These Global Notes are in addition to the specific notes contained in each of the Debtors' Schedules and Statements. The fact that the Debtors have prepared a "General Note" with respect to any specific item in the Schedules or Statements and not to others should not be interpreted as a decision by the Debtors to exclude the applicability of such General Note to any other items in the remaining Schedules and Statements, as appropriate.

The Schedules and Statements were prepared by the Debtors' management in reliance upon the financial data derived from the Debtors' books and records as available at the time of such preparation. They are unaudited. While those members of management responsible for the preparation of the Schedules and Statements have made a reasonable effort to ensure that they are accurate and complete based on information known to them at the time of preparation and after reasonable inquiries, inadvertent errors may exist therein. Also, the subsequent receipt of information may result in material changes in financial and other data contained in the Schedules and Statements, warranting amendment of the same. Moreover, because the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment, there can be no assurance that these Schedules and Statements are complete or accurate. For privacy purposes, the Debtors have not listed the home addresses of employees, directors, officers and stockholders.

1. Case. On October 3, 2008 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

2. Reporting Date. Financial information relating to the assets and liabilities reported in the Schedules and Statements is provided as of the Petition Date, unless otherwise indicated.

3. Corporate Structure: Comfort Co., Inc. owns 100% of SI, Inc. SI, Inc., in turn, owns 100% each of AI Central, AI East, AI West and AUT, Inc. AUT, Inc., in turn, owns 100% each of AUT Brenham, AUT Dallas, AUT Lebanon, AUT Newburyport and AUT West Chicago.

4. Basis of Presentation. For financial reporting and book keeping purposes, SI, Inc. prepares consolidated financial statements for the Debtors. Unlike the consolidated financial statements, the Schedules and Statements, except where otherwise indicated, reflect the assets and liabilities of each Debtor on an individual basis. Accordingly, the totals listed in the Schedules and Statements will likely differ, at times materially, from the consolidated financial reports. Given the uncertainty surrounding the ownership and valuation of certain assets and the valuation and nature of certain liabilities, to the extent that a Debtor may show more assets than liabilities, this is not an admission that the Debtor was solvent at the Petition Date or at any time prior thereto. Likewise, to the extent a Debtor shows more liabilities than assets, this is not an admission that the Debtor was insolvent at the Petition Date or any time prior thereto.

5. Consolidated Accounts Payable and Disbursement Systems. SI, Inc. and AUT, Inc. utilize consolidated accounts payable and disbursements systems through which they pay all business-related expenses of the Debtors. Accordingly, accounts payable information relating to Comfort Co, Inc., SI, Inc., AI East, AI West and AI Central are reported on SI, Inc.'s Schedules and Statements. Accounts payable information relating to AUT, Inc., AUT Brenham, AUT Dallas, AUT Lebanon, AUT Newburyport and AUT West Chicago are reported on AUT, Inc.'s Schedules and Statements.

6. Consolidated Accounts Receivable Systems. SI, Inc. and AUT, Inc. utilize consolidated accounts receivable systems through which they manage all of the Debtors' accounts receivable information. Accordingly, information relating to SI, Inc., AI East, AI West and AI Central are reported on SI, Inc.'s Schedules and Statements. Accounts receivable information relating to AUT, Inc., AUT Brenham, AUT Dallas, AUT Lebanon, AUT Newburyport and AUT West Chicago are reported in AUT, Inc.'s Schedules and Statements.

7. Amendments. The Debtors reserve their rights to amend the Schedules and Statements in all respects at any time as may be necessary or appropriate, including, without limitation, the right to dispute or to assert offsets or defenses to any claim reflected on the Schedules and Statements as to amount, to liability, or to classification, or to otherwise subsequently designate any claim as "disputed," "contingent," or "unliquidated." Any failure to designate a claim as "contingent," "unliquidated," or "disputed" does not constitute an admission by the Debtors that such claim is not "contingent," "unliquidated," or "disputed."

8. Estimates and Assumptions. The preparation of the Schedules and Statements required the Debtors to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities on the date of the Schedules and Statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

9. Unknown Amounts. Some of the scheduled liabilities are unknown and unliquidated at this time. In such cases, the amounts are listed as "Unknown." Accordingly, the Schedules and the Statements do not accurately reflect the aggregate amount of the Debtors' liabilities.

10. Pre-petition v. Post-Petition. The Debtors have sought to allocate liabilities between the pre-petition and post-petition periods based on the information obtained from research that was conducted in connection with the preparation of these Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between pre-petition and post-petition periods may change.

11. GAAP. Given the difference between the information requested in the Schedules and Statements, and the financial information utilized under generally accepted accounting principles in the United States ("GAAP"), the aggregate asset values and claim amounts set forth in the Schedules and Statements do not necessarily reflect the amounts that would be set forth in a balance sheet prepared in accordance with GAAP.

12. Asset Values. It would be prohibitively expensive, unduly burdensome, and time-consuming to obtain current market valuations of the Debtors' property interests. The Debtors used recent market valuations to estimate asset value only where

such was readily available and discernible. Accordingly, to the extent any asset value is listed herein, and unless otherwise noted therein, book values rather than current market values of the Debtors' property interests are reflected in the applicable Schedule. As applicable, assets that have been fully depreciated or were expensed for accounting purposes have no book value. And, unless otherwise indicated, all asset amounts and claim amounts are listed as of the Petition Date.

13. Intercompany Transfers. Because of the Debtors' consolidated cash management systems, certain of the information set forth in the Schedules and Statements may not accurately reflect payments by an affiliated Debtor on behalf of another Debtor. Further, cash held at Debtors' locations is carried solely on the books and records of SI, Inc. and AUT, Inc., and, accordingly, is referenced in their Schedules. However, cash may have been in the physical custody of certain of the other Debtors on the Petition Date and thereafter.

14. Challenge of Liens. Except as otherwise agreed pursuant to a stipulation or agreed order or general order entered by the Bankruptcy Court, the Debtors reserve the right to dispute or to challenge the validity, perfection, or immunity from avoidance of any lien or security interest purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims, the Debtors reserve all of their rights to dispute or to challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's claim. The description provided on Schedule D is intended only to be a summary.

15. First-Day Orders. Pursuant to various orders issued by the Bankruptcy Court (the "First Day Orders"), the Debtors were authorized to pay certain outstanding pre-petition claims, including, without limitation, claims relating to employee compensation, benefits, reimbursable business expenses, critical vendors, certain taxing authorities and certain other expenses. However, the claims listed in the Schedules and Statements may not reflect amounts paid pursuant to these various First Day Orders as they were unpaid as of the Petition Date. Moreover, to the extent such a claim is listed on the Schedules and Statements, inadvertently or otherwise, the Debtors do not waive any right to amend the Schedules and Statements or subsequently to object to such claims.

16. Credits in the Ordinary Course of Business. In the ordinary course of their business, the Debtors apply credits against amounts otherwise due to vendors. Certain of these credits are subject to change. Vendor claims are listed at the amounts entered on the Debtors' books and records, which may reflect credits or allowances due from such creditors to the Debtors. The Debtors reserve all of their rights respecting such credits and allowances.

17. Executory Contracts and Unexpired Leases. For purposes of the Schedules and Statements, the Debtors have only scheduled claims and executory contracts for which the Debtors may be contractually and/or directly liable. While every

reasonable effort has been made to ensure the accuracy of Schedule G regarding executory contracts and unexpired leases, inadvertent errors or omissions may have occurred. The Debtors hereby reserve all of their rights to dispute the validity, status or enforceability of any contract, agreement, or lease set forth on Schedule G that may have expired or may have been modified, amended, and/or supplemented from time to time by various amendments, restatements, waivers, letters and other documents, instruments, and agreements, which may not be listed on Schedule G. Certain of the leases and contracts listed on Schedule G may contain certain renewal options, guarantees of payment, options to purchase, rights of first refusal, and other miscellaneous rights. Such rights, powers, duties and obligations are not set forth on Schedule G. Certain of the executory agreements may not have been memorialized in writing and could be subject to dispute. In addition, the Debtors may have entered into various other types of agreements in the ordinary course of their business, such as easements, rights of way, subordination, non-disturbance and attornment agreements, supplemental agreements, amendments, letter agreements, title agreements and confidentiality agreements. Such documents may not be set forth on Schedule G. The Debtors reserve all of their rights to dispute or to challenge the characterization of the structure of any transaction, or any document or instrument related to a creditor's claim. In the ordinary course of business, the Debtors may have entered into agreements, written or oral, for the provision of certain services on a month-to-month or at-will basis. Such contracts may not be included on Schedule G. However, the Debtors reserve the right to assert that such agreements constitute executory contracts. Listing a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease. The Debtors reserve all rights to challenge whether any of the listed contracts, leases, agreements or other documents constitute an executory contract or unexpired lease, including if any are unexpired non-residential real property leases. Any and all of the Debtors' rights, claims and causes of action regarding the contracts and agreements listed on Schedule G are hereby reserved and preserved.

18. Successor-in-Interest Contracts. Pursuant to an asset purchase agreement with Leggett & Platt, Inc., certain of the Debtors have obtained contractual rights and potential liabilities as successors in interest to contracts to which Leggett & Platt, Inc. was a party. Each of said Debtors has included such contracts in its Schedules as if it were a signatory party thereto. Inclusion of said contracts in said Schedules does not constitute a waiver of any rights or defenses relating to the contracts.

19. Insiders. In the circumstances where the Schedules and Statements require information regarding insiders and/or officers and directors, the listing of a party as an insider is not intended to be, nor should it be construed as, a legal characterization of such party as an insider. Such does not act as an admission of any fact, claim, right, or defense, and all such rights, claims and defenses are hereby expressly reserved. Further, employees have been included in this disclosure for informational purposes only and should not be deemed to be "insiders" in terms of control of the Debtors, management responsibilities or functions, decision-making or corporate authority and/or as otherwise defined by applicable law or with respect to any theories of liability or for any other purpose.

20. Causes of Action, Suits and Administrative Proceedings. The Debtors, despite reasonable efforts, may not have identified and/or set forth all of their causes of action, law suits or administrative proceedings (filed or potential) ("Causes of Action") against third parties as assets in their Schedules and Statements. However, the Debtors reserve all of their Causes of Action. Neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any such Cause of Action. Furthermore, nothing contained in the Schedules and Statements shall constitute a waiver of rights within these Chapter 11 cases, equitable subordination, and/or Causes of Action arising under the provisions of Chapter 5 of the Bankruptcy Code and other relevant non-bankruptcy laws to recover assets or avoid transfers.

Additionally, the Debtors, after reasonably diligent efforts, may not have identified all Causes of Action with respect to which they have or may accrue liability due to the contingent nature of possible claims, including those that may arise from executory contracts. The Debtors specifically reserve all rights with respect to third-parties and all defenses that attend any Causes of Action not listed in the Schedules and Statements.

21. Classifications. Listing a claim (a) on Schedule D as "secured", (b) on Schedule E as "priority", or (c) on Schedule F as "unsecured non priority", or listing a contract on Schedule G as "executory" or "unexpired", does not constitute an admission by the Debtors of the legal rights of the claimant, or a waiver of the Debtors' right to recharacterize or reclassify such claim or contract.

22. Employee Confidential Information. For Schedule E, the Debtors have not provided the home addresses of the officers, directors, and employees referenced therein for privacy purposes, nor have they provided the names of the employees in certain circumstances for the same reason.

23. Claims Description. Any failure to designate a claim on a given Debtors' Schedules as "disputed", "contingent", or "unliquidated" does not constitute an admission by the Debtor that such amount is not "disputed", "contingent" or "unliquidated". The Debtors reserve all rights to dispute any claim reflected on their respective Schedules on any grounds including, without limitation, liability or classification, or to otherwise subsequently designate such claims as "disputed," "contingent" or "unliquidated".

24. Secured Creditor Claims Relating to Credit Facilities. Comfort Co., Inc. and SI, Inc. have stated certain claims on Schedule D, "Creditors Holding Secured Claims," arising from credit facilities for which JP Morgan Chase Bank is Collateral Agent. The claim amount listed on each Schedule D is stated as of September 27, 2008.

Additionally, the lien guarantee and collateral agreements define Collateral with respect to personal property as follows:

*. . . all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest . . .*

*(a) all Accounts;*

*(b) all Chattel Paper;*

*(c) all Documents;*

*(d) all Equipment;*

*(e) all General Intangibles;*

*(f) all Instruments;*

*(g) all Intellectual Property;*

*(h) all Inventory;*

*(i) all Investment Property;*

*(j) all Commercial Tort Claims;*

*(k) all other personal property not otherwise described above (except for any property specifically excluded from any clause in this section above, and any property specifically excluded from any defined term used in any clause of this section above);*

*(l) all books and records pertaining to the Collateral; and*

*(m) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;*

*Provided, however, that notwithstanding any of the other provisions set forth in this Section 3, this Agreement shall not constitute a grant of a security interest in (i) any leasehold interest in real property and any Fixtures (except to the extent that such Fixtures or Equipment under the New York UCC or are related to real property covered by a Mortgage executed and delivered pursuant to the [Lien Credit Agreement], (ii) any Farm Products or Vehicles, (iii) Letter of Credit Rights and all Proceeds thereof, (iv) Deposit Accounts, (v) any property to the extent that such*

*grant of a security interest is prohibited by any Requirements of Law of a Governmental Authority or requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law, (vi) any property to the extent that such grant of a security interest is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property or, in the case of any Investment Property, Pledged Stock or Pledged Note, any applicable shareholder or similar agreement, except to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law, or (vii) any Collateral that constitutes As-Extracted Collateral. It is hereby understood and agreed (i) that any Property described in the preceding proviso, and any Property that is otherwise expressly excluded from clauses (a) through (n) (sic) above, shall be excluded from the definition of "Collateral" and each of the categories of property included in the definition of Collateral.*

Further, the lien guarantee and related documents also include as collateral all real property then owned or thereafter required.

25. Co-Debtors. The Debtors' secured lenders have asserted liens extending to each of the Debtors. For purposes of Schedule H, the agent is listed for such borrowings and each Debtor is identified as a co-debtor with respect to the debt.

26. Summary of Significant Reporting Policies and Practices. The following conventions were adopted by the Debtors in preparation of the Schedules and Statements:

- (a) Fair Market Value; Book Value. Unless otherwise noted therein, the Schedules and Statements reflect the carrying value of the liabilities as listed on the Debtors' books and records. Where the current market value of assets is unknown, the Debtors have based their valuation on book values. Recent market values of assets have been used only where readily available and discernible.
- (b) Leased Real and Personal Property. In the ordinary course of their business, certain of the Debtors lease real property and various articles of personal property, including, without limitation, furniture, fixtures and equipment, from certain third-party lessors. All such leases are set forth in the Schedules and Statements. The property subject to leases is not reflected in the Schedules and Statements as either owned property or assets of the Debtors or

property or assets of third parties within the control of the Debtors. Nothing in the Schedules or Statements is or shall be construed as an admission or determination as to the legal status of any lease (including whether to assume and assign or reject such lease, or whether it is a true lease or a financing arrangement), and the Debtors reserve all of their rights with respect to all such issues.

- (c) Claims. Certain of the Schedules and Statements list creditors of the Debtors as of the Petition Date. Payments have been made subsequently to certain claimants pursuant to Bankruptcy Court orders in the Debtors' cases. The Bankruptcy Court has authorized the Debtors, among other matters, to pay pre-petition wages, salaries and other related employee benefits, certain critical vendors and taxing authorities. However, the claims listed in the Schedules and Statements may not reflect amounts paid pursuant to these various First Day Orders and the actual unpaid claims of creditors may differ from the amounts set forth in the Schedules and Statements.
- (d) Disputed, Contingent and/or Unliquidated Claims. Schedules D, E, and F permit the Debtors to designate a claim as disputed, contingent, and/or unliquidated. A failure to designate a claim on any of these Schedules and Statements as disputed, contingent, and/or unliquidated does not constitute an admission that such claim is not subject to objection. The Debtors reserve the right to dispute, or assert offsets or defenses to, any claim reflected on these Schedules and Statements as to amount, liability, or status.
- (e) Inventory. Inventory, where applicable, is presented without consideration of any potential warehousemen's, mechanics', materialmen's, possessory, or other similar liens.

27. Summary of Significant "SOFA" Issues. The following conventions were adopted by the Debtors in preparation of the Statements:

- (a) Consolidated Income. The Debtors report gross income on a consolidated basis. Thus, the Debtors' income information is listed only in SOFA question 1 for SI, Inc. and AUT, Inc. As AUT, Inc. and its subsidiaries -- AUT Brenham, AUT Dallas, AUT Lebanon, AUT Newbury and AUT West Chicago (collectively with AUT, Inc., the "AUT Group") -- were not acquired until April 1, 2007, the income reported in SOFA question 1 includes the AUT Group income only after said date.
- (b) For SOFA 2 concerning non-ordinary income, because the Debtors report gross income on a consolidated basis, certain settlement funds are reported

only on SI, Inc.'s Statements. However, other income from a real property sale is reported on AUT Dallas' Statements because AUT Dallas was the record owner of the property on the date of sale.

- (c) For SOFA question 3b, the Debtors have listed known payments to creditors that were made during the 90 days prior to the Petition Date, other than ordinary course wages or expense reimbursements to employees.
- (d) For SOFA questions 3c, 7, 19, 21 and 22, the Debtors have not provided the home addresses of the officers, directors, stockholders and employees referenced therein for privacy purposes, nor have they provided the names of the employees in certain circumstances for the same reason.

Neither the Debtors, their agents, nor their attorneys guarantee or warrant the accuracy, the completeness, or correctness of the data that is provided herein or in the Schedules and Statements, and the same are not liable for any loss or injury arising out of or caused in whole or in part by the acts, errors or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the information in them. While every effort has been made to provide accurate and complete information herein, inadvertent errors or omissions may exist. The Debtors and their agents, attorneys and advisors expressly do not undertake any obligation to update, modify, revise or re-categorize the information provided herein, or to notify any third party should the information be updated, modified, revised or re-categorized. In no event shall the Debtors or their agents, attorneys and advisors be liable to any third party for any direct, indirect, incidental, consequential or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtors or damages to business reputation, lost business or lost profits), whether foreseeable or not and however caused, even if the Debtors or their agents, attorneys and advisors are advised of the possibility of such damages.

\*\*\*\* END OF GLOBAL NOTES \*\*\*\*

**United States Bankruptcy Court  
District of Delaware Includes G and H**

In re **AUT DALLAS, INC.**  
Debtor(s)

Case No. **08-12313**  
Chapter **11**

**SUMMARY OF SCHEDULES**

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

<b>NAME OF SCHEDULE</b>	<b>ATTACHED (YES/NO)</b>	<b>NO. OF SHEETS</b>	<b>ASSETS</b>	<b>LIABILITIES</b>	<b>OTHER</b>
A - Real Property	<b>Yes</b>	<b>1</b>	<b>\$0.00</b>		
B - Personal Property	<b>Yes</b>	<b>3</b>	<b>Unknown</b>		
C - Property Claimed as Exempt	<b>No</b>	<b>0</b>			
D - Creditors Holding Secured Claims	<b>Yes</b>	<b>1</b>		<b>\$338,408,756.00</b>	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	<b>Yes</b>	<b>1</b>		<b>\$0.00</b>	
F - Creditors Holding Unsecured Nonpriority Claims	<b>Yes</b>	<b>1</b>		<b>\$0.00</b>	
G - Executory Contracts and Unexpired Leases	<b>Yes</b>	<b>1</b>			
H - Codebtors	<b>Yes</b>	<b>2</b>			
I - Current Income of Individual Debtor(s)	<b>No</b>	<b>0</b>			<b>\$N/A</b>
J - Current Expenditures of Individual Debtor(s)	<b>No</b>	<b>0</b>			<b>\$N/A</b>
<b>TOTAL</b>		<b>10</b>	<b>\$0.00</b>	<b>\$328,000,000.00</b>	

B6A (Official Form 6A) (12/07)

In re AUT DALLAS, INC.

Case No. 08-12313

Debtor

**SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

**Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
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None

Sub-Total > **0.00** (Total of this page)

Total > **0.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re AUT DALLAS, INC.

Case No. 08-12313

Debtor

**SCHEDULE B - PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.	X			
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		See Attached Schedule	-	Unknown
10. Annuities. Itemize and name each issuer.	X			

Sub-Total > **0.00**  
(Total of this page)

2 continuation sheets attached to the Schedule of Personal Property

In re AUT DALLAS, INC.

Case No. 08-12313

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	<b>X</b>			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	<b>X</b>			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	<b>X</b>			
14. Interests in partnerships or joint ventures. Itemize.	<b>X</b>			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	<b>X</b>			
16. Accounts receivable.	<b>X</b>			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	<b>X</b>			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	<b>X</b>			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	<b>X</b>			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	<b>X</b>			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	<b>X</b>			

Sub-Total > **0.00**  
(Total of this page)

Sheet 1 of 2 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re AUT DALLAS, INC.

Case No. 08-12313

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	<b>X</b>			
23. Licenses, franchises, and other general intangibles. Give particulars.	<b>X</b>			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	<b>X</b>			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	<b>X</b>			
26. Boats, motors, and accessories.	<b>X</b>			
27. Aircraft and accessories.	<b>X</b>			
28. Office equipment, furnishings, and supplies.	<b>X</b>			
29. Machinery, fixtures, equipment, and supplies used in business.	<b>X</b>			
30. Inventory.	<b>X</b>			
31. Animals.	<b>X</b>			
32. Crops - growing or harvested. Give particulars.	<b>X</b>			
33. Farming equipment and implements.	<b>X</b>			
34. Farm supplies, chemicals, and feed.	<b>X</b>			
35. Other personal property of any kind not already listed. Itemize.	<b>X</b>			

Sub-Total >	<b>0.00</b>
(Total of this page)	
Total >	<b>0.00</b>

(Report also on Summary of Schedules)

Sheet 2 of 2 continuation sheets attached to the Schedule of Personal Property

B6D (Official Form 6D) (12/07)

In re AUT DALLAS, INC.  
Debtor

Case No. 08-12313

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R H W J C	Husband, Wife, Joint, or Community			C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN							
Account No.	-				X	X		338,408,756.00	338,408,756.00
See Schedule D Attachment									
Value \$									
Account No.									
Value \$									
Account No.									
Value \$									
Account No.									
Value \$									
Subtotal (Total of this page)								338,408,756.00	338,408,756.00
Total (Report on Summary of Schedules)								338,408,756.00	338,408,756.00

0 continuation sheets attached

In re AUT DALLAS, INC.

Case No. 08-12313

Debtor

### SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

**TYPES OF PRIORITY CLAIMS** (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

**Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

**Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

**Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$10,950\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

**Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

**Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,400\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

**Deposits by individuals**

Claims of individuals up to \$2,425\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

**Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

**Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

**Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

\* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

B6F (Official Form 6F) (12/07)

In re AUT DALLAS, INC.  
Debtor

Case No. 08-12313

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community				C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H	W	J	C				
Account No.									
Account No.									
Account No.									
Account No.									

0 continuation sheets attached

Subtotal (Total of this page)	
Total (Report on Summary of Schedules)	<b>0.00</b>

B6G (Official Form 6G) (12/07)

In re AUT DALLAS, INC.

Case No. 08-12313

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
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\_\_\_\_\_ continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

B6H (Official Form 6H) (12/07)

In re AUT DALLAS, INC.

Case No. 08-12313

Debtor

**SCHEDULE H - CODEBTORS**

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR

NAME AND ADDRESS OF CREDITOR

**See Schedule H Attachment**

0

continuation sheets attached to Schedule of Codebtors

**United States Bankruptcy Court  
District of Delaware Includes G and H**

In re **AUT DALLAS, INC.**  
Debtor(s)

Case No. **08-12313**  
Chapter **11**

**DECLARATION CONCERNING DEBTOR'S SCHEDULES**

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the CHIEF FINANCIAL OFFICER of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of **11** sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date **November 17, 2008**

Signature **/s/ JEFFREY F. KIES**  
**JEFFREY F. KIES**  
**CHIEF FINANCIAL OFFICER**

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571.

Description	Company
<b>Property</b>	
4-1-08/09	Westport Insurance Company
<b>XS Property</b>	
4-1-08/09	ACE American Ins. Co.
<b>XS Earthquake—California Only</b>	
4-1-08/09	Landmark American Insurance Company
<b>Flood - 2788 Remico St., Wyoming, MI</b>	
10-19-07/08	American Bankers Ins.
<b>Flood - 485 Industrial Drive, Coldwater, MS</b>	
5-23-08/09	American Bankers Ins.
<b>Commercial General Liability</b>	
4-1-08/09	Liberty Mutual Fire Insurance Company
<b>Automobile</b>	
4-1-08/09	Liberty Mutual Fire Insurance Company
<b>Workers' Compensation</b>	
4-1-08/09	Liberty Mutual Fire Insurance Company
<b>Umbrella</b>	
4-1-08/09	Liberty Mutual Fire Insurance Company
<b>Excess Umbrella</b>	
4-1-08/09	St. Paul Fire and Marine Insurance Company
<b>Foreign Liability</b>	
4-1-08/09	ACE American Insurance Company
<b>Cargo</b>	
8-4-08/09	Federal Insurance Company
<b>D&amp;O Policy</b>	
8/29/2008-8/29/2009	Philadelphia Insurance Companies

AUT Dallas, Inc.  
Schedule D Attachment

Creditor's Name and Mailing Address Including Zip Code, and Account Number	Co-Debtor	Date Claim Was Incurred, Nature of Lien, and Description of Value of Property Subject to Lien	Contingent	Unliquidated	Disputed	Amount of Claim Without Deducting Value of Collateral	Unsecured Portion, If Any
JP MORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT & PRIORITY COLLATERAL AGENT C/O RICHARDS, LAYTON & FINGER, P.A. ATTN: MARK D. COLLINS, ESQ. 920 NORTH KING STREET WILMINGTON, DE 19801	X	4/3/2007 Guarantor on LIFO Credit Facility Security interest on all property, including personal property and real property (See Global Notes) Value \$Unknown	X	X		\$13,384,241.00	Unknown
JP MORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT & PRIORITY COLLATERAL AGENT C/O RICHARDS, LAYTON & FINGER, P.A. ATTN: MARK D. COLLINS, ESQ. 920 NORTH KING STREET WILMINGTON, DE 19801	X	4/3/2007 Guarantor on First Lien Credit Facility Security interest on all property, including personal property and real property (See Global Notes) Value \$Unknown	X			\$272,730,033.00	Unknown
JP MORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT C/O RICHARDS, LAYTON & FINGER, P.A. ATTN: MARK D. COLLINS, ESQ. 920 NORTH KING STREET WILMINGTON, DE 19801 and BRUCE L BISSON, AS INDIVIDUAL AGENT FOR WILMINGTON TRUST COMPANY AS SECOND LIEN COLLATERAL AGENT C/O WILMINGTON TRUST COMPANY ATTN: JAMES A. HANLEY 1100 NORTH MARKET STREET WILMINGTON, DE 19890	x	4/3/2007 Guarantor on Second Lien Credit Facility Security interest on all property, including personal property and real property (See Global Notes) Value \$Unknown	X			\$52,294,482.00	Unknown
<b>TOTAL</b>						<b>\$338,408,756.00</b>	

Name & Address of Codebtor	Name & Address of Creditor
ADVANCED INNOVATIONS CENTRAL, LLC 187 ROUTE 36 SUITE 101 WEST LONG BRANCH, NJ 07764	JP MORGAN CHASE BANK, N.A. C/O RICHARDS, LAYTON & FINGER, P.A. ATTN: MARK D. COLLINS, ESQ. 920 N. KING ST. WILMINGTON, DE 19801 FIRST AND SECOND LIEN CREDIT FACILITIES AND LIFO CREDIT FACILITY
ADVANCED INNOVATIONS EAST, LLC 187 ROUTE 36 SUITE 101 WEST LONG BRANCH, NJ 07764	JP MORGAN CHASE BANK, N.A. C/O RICHARDS, LAYTON & FINGER, P.A. ATTN: MARK D. COLLINS, ESQ. 920 N. KING ST. WILMINGTON, DE 19801 FIRST AND SECOND LIEN CREDIT FACILITIES AND LIFO CREDIT FACILITY
ADVANCED INNOVATIONS WEST, LLC 187 ROUTE 36 SUITE 101 WEST LONG BRANCH, NJ 07764	JP MORGAN CHASE BANK, N.A. C/O RICHARDS, LAYTON & FINGER, P.A. ATTN: MARK D. COLLINS, ESQ. 920 N. KING ST. WILMINGTON, DE 19801 FIRST AND SECOND LIEN CREDIT FACILITIES AND LIFO CREDIT FACILITY
ADVANCED URETHANE TECHNOLOGIES, INC. 187 ROUTE 36 SUITE 101 WEST LONG BRANCH, NJ 07764	JP MORGAN CHASE BANK, N.A. C/O RICHARDS, LAYTON & FINGER, P.A. ATTN: MARK D. COLLINS, ESQ. 920 N. KING ST. WILMINGTON, DE 19801 FIRST AND SECOND LIEN CREDIT FACILITIES AND LIFO CREDIT FACILITY
AUT BRENHAM, INC. 187 ROUTE 36 SUITE 101 WEST LONG BRANCH, NJ 07764	JP MORGAN CHASE BANK, N.A. C/O RICHARDS, LAYTON & FINGER, P.A. ATTN: MARK D. COLLINS, ESQ. 920 N. KING ST. WILMINGTON, DE 19801 FIRST AND SECOND LIEN CREDIT FACILITIES AND LIFO CREDIT FACILITY
AUT LEBANON, INC. 187 ROUTE 36 SUITE 101 WEST LONG BRANCH, NJ 07764	JP MORGAN CHASE BANK, N.A. C/O RICHARDS, LAYTON & FINGER, P.A. ATTN: MARK D. COLLINS, ESQ. 920 N. KING ST. WILMINGTON, DE 19801 FIRST AND SECOND LIEN CREDIT FACILITIES AND LIFO CREDIT FACILITY
AUT NEWBURYPORT, INC. 187 ROUTE 36 SUITE 101 WEST LONG BRANCH, NJ 07764	JP MORGAN CHASE BANK, N.A. C/O RICHARDS, LAYTON & FINGER, P.A. ATTN: MARK D. COLLINS, ESQ. 920 N. KING ST. WILMINGTON, DE 19801 FIRST AND SECOND LIEN CREDIT FACILITIES AND LIFO CREDIT FACILITY
AUT WEST CHICAGO, INC. 187 ROUTE 36 SUITE 101 WEST LONG BRANCH, NJ 07764	JP MORGAN CHASE BANK, N.A. C/O RICHARDS, LAYTON & FINGER, P.A. ATTN: MARK D. COLLINS, ESQ. 920 N. KING ST. WILMINGTON, DE 19801 FIRST AND SECOND LIEN CREDIT FACILITIES AND LIFO CREDIT FACILITY

<p>COMFORT CO., INC.          187 ROUTE 36          SUITE 101          WEST LONG BRANCH, NJ 07764</p>	<p>JP MORGAN CHASE BANK, N.A.          C/O RICHARDS, LAYTON &amp; FINGER, P.A.          ATTN: MARK D. COLLINS, ESQ.          920 N. KING ST.          WILMINGTON, DE 19801          FIRST AND SECOND LIEN CREDIT FACILITIES          AND LIFO CREDIT FACILITY</p>
<p>SLEEP INNOVATIONS, INC.          187 ROUTE 36          SUITE 101          WEST LONG BRANCH, NJ 07764</p>	<p>JP MORGAN CHASE BANK, N.A.          C/O RICHARDS, LAYTON &amp; FINGER, P.A.          ATTN: MARK D. COLLINS, ESQ.          920 N. KING ST.          WILMINGTON, DE 19801          FIRST AND SECOND LIEN CREDIT FACILITIES          AND LIFO CREDIT FACILITY</p>
<p>ADVANCED INNOVATIONS CENTRAL, LLC          187 ROUTE 36          SUITE 101          WEST LONG BRANCH, NJ 07764</p>	<p>BRUCE L BISSON, AS INDIVIDUAL AGENT FOR          WILMINGTON TRUST COMPANY          AS SECOND LIEN COLLATERAL AGENT          C/O WILMINGTON TRUST COMPANY          ATTN: JAMES A. HANLEY          1100 NORTH MARKET STREET          WILMINGTON, DE 19890          SECOND LIEN CREDIT FACILITY</p>
<p>ADVANCED INNOVATIONS EAST, LLC          187 ROUTE 36          SUITE 101          WEST LONG BRANCH, NJ 07764</p>	<p>BRUCE L BISSON, AS INDIVIDUAL AGENT FOR          WILMINGTON TRUST COMPANY          AS SECOND LIEN COLLATERAL AGENT          C/O WILMINGTON TRUST COMPANY          ATTN: JAMES A. HANLEY          1100 NORTH MARKET STREET          WILMINGTON, DE 19890          SECOND LIEN CREDIT FACILITY</p>
<p>ADVANCED INNOVATIONS WEST, LLC          187 ROUTE 36          SUITE 101          WEST LONG BRANCH, NJ 07764</p>	<p>BRUCE L BISSON, AS INDIVIDUAL AGENT FOR          WILMINGTON TRUST COMPANY          AS SECOND LIEN COLLATERAL AGENT          C/O WILMINGTON TRUST COMPANY          ATTN: JAMES A. HANLEY          1100 NORTH MARKET STREET          WILMINGTON, DE 19890          SECOND LIEN CREDIT FACILITY</p>
<p>ADVANCED URETHANE TECHNOLOGIES,          INC.          187 ROUTE 36          SUITE 101          WEST LONG BRANCH, NJ 07764</p>	<p>BRUCE L BISSON, AS INDIVIDUAL AGENT FOR          WILMINGTON TRUST COMPANY          AS SECOND LIEN COLLATERAL AGENT          C/O WILMINGTON TRUST COMPANY          ATTN: JAMES A. HANLEY          1100 NORTH MARKET STREET          WILMINGTON, DE 19890          SECOND LIEN CREDIT FACILITY</p>
<p>AUT BRENHAM, INC.          187 ROUTE 36          SUITE 101          WEST LONG BRANCH, NJ 07764</p>	<p>BRUCE L BISSON, AS INDIVIDUAL AGENT FOR          WILMINGTON TRUST COMPANY          AS SECOND LIEN COLLATERAL AGENT          C/O WILMINGTON TRUST COMPANY          ATTN: JAMES A. HANLEY          1100 NORTH MARKET STREET          WILMINGTON, DE 19890          SECOND LIEN CREDIT FACILITY</p>

<p>AUT LEBANON, INC.          187 ROUTE 36          SUITE 101          WEST LONG BRANCH, NJ 07764</p>	<p>BRUCE L BISSON, AS INDIVIDUAL AGENT FOR          WILMINGTON TRUST COMPANY          AS SECOND LIEN COLLATERAL AGENT          C/O WILMINGTON TRUST COMPANY          ATTN: JAMES A. HANLEY          1100 NORTH MARKET STREET          WILMINGTON, DE 19890          SECOND LIEN CREDIT FACILITY</p>
<p>AUT NEWBURYPORT, INC.          187 ROUTE 36          SUITE 101          WEST LONG BRANCH, NJ 07764</p>	<p>BRUCE L BISSON, AS INDIVIDUAL AGENT FOR          WILMINGTON TRUST COMPANY          AS SECOND LIEN COLLATERAL AGENT          C/O WILMINGTON TRUST COMPANY          ATTN: JAMES A. HANLEY          1100 NORTH MARKET STREET          WILMINGTON, DE 19890          SECOND LIEN CREDIT FACILITY</p>
<p>AUT WEST CHICAGO, INC.          187 ROUTE 36          SUITE 101          WEST LONG BRANCH, NJ 07764</p>	<p>BRUCE L BISSON, AS INDIVIDUAL AGENT FOR          WILMINGTON TRUST COMPANY          AS SECOND LIEN COLLATERAL AGENT          C/O WILMINGTON TRUST COMPANY          ATTN: JAMES A. HANLEY          1100 NORTH MARKET STREET          WILMINGTON, DE 19890          SECOND LIEN CREDIT FACILITY</p>
<p>COMFORT CO., INC.          187 ROUTE 36          SUITE 101          WEST LONG BRANCH, NJ 07764</p>	<p>BRUCE L BISSON, AS INDIVIDUAL AGENT FOR          WILMINGTON TRUST COMPANY          AS SECOND LIEN COLLATERAL AGENT          C/O WILMINGTON TRUST COMPANY          ATTN: JAMES A. HANLEY          1100 NORTH MARKET STREET          WILMINGTON, DE 19890          SECOND LIEN CREDIT FACILITY</p>
<p>SLEEP INNOVATIONS, INC.          187 ROUTE 36          SUITE 101          WEST LONG BRANCH, NJ 07764</p>	<p>BRUCE L BISSON, AS INDIVIDUAL AGENT FOR          WILMINGTON TRUST COMPANY          AS SECOND LIEN COLLATERAL AGENT          C/O WILMINGTON TRUST COMPANY          ATTN: JAMES A. HANLEY          1100 NORTH MARKET STREET          WILMINGTON, DE 19890          SECOND LIEN CREDIT FACILITY</p>