

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	STOCK PURCHASE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bridges Electric, Inc.	01/25/2007
RECEIVING PARTY DATA	
Name:	Siemens Power Transmission & Distribution Inc.
Street Address:	7000 Siemens Road
City:	Wendell
State/Country:	NORTH CAROLINA
Postal Code:	27626
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5483030
CORRESPONDENCE DATA	
Fax Number:	(407)736-6440
Phone:	4077364045
Email:	luann.sweet@siemens.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Sandra Baker
Address Line 1:	Siemens Corp.
Address Line 2:	170 Wood Avenue South
Address Line 4:	Iselin, NEW JERSEY 08830
ATTORNEY DOCKET NUMBER:	2008P21264US
NAME OF SUBMITTER:	Luann Sweet
Total Attachments: 12 source=StockPurchaseAgreement_2#page1.tif source=StockPurchaseAgreement_2#page2.tif source=StockPurchaseAgreement_2#page3.tif	

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EXECUTION COPY

THIS STOCK PURCHASE AGREEMENT (the "Agreement"), dated as of the 25th day of January, 2007, by and among Siemens Power Transmission & Distribution Inc., a Delaware corporation ("Buyer"), Bridges Electric Inc., an Arkansas corporation (the "Company"), Bridges Holding Limited Partnership, an Arkansas limited partnership, R.P. Bridges, Trustee of the Ronald P. Bridges Revocable Trust dated October 8, 1998, Betty Bridges, Trustee of the Betty Bridges Revocable Trust dated October 8, 1998, Thomas Allen Bridges, Janet C. Porterfield, Michael E. Irwin, Trustee for the benefit of Janet C. Porterfield, pursuant to agreement dated December 31, 1990, and Michael E. Irwin, Trustee for the benefit of Thomas Allen Bridges, pursuant to agreement dated December 24, 1992, (hereinafter individually referred to as a "Seller" and collectively referred to as the "Sellers").

Sellers desire to sell to Buyer all of the issued and outstanding shares of capital stock of the Company (the "Company Shares") and Buyer desires to purchase the Company Shares, on the terms and subject to the conditions set forth below. In consideration of the representations, warranties, covenants and agreements contained herein, Buyer, Sellers and the Company, each intending to be legally bound hereby, agree as set forth below.

ARTICLE I DEFINITIONS; CONSTRUCTION

1.1 Definitions. As used in this Agreement, the following terms have the meanings specified in this Section 1.1. All accounting terms not specifically defined herein shall be construed in accordance with GAAP.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

"Agreement" means this Stock Purchase Agreement, as it may be amended from time to time.

"Benefit Plan" has the meaning given that term in Section 3.22.

"Business" means the power switching, sensing and interrupting device manufacturing, distribution and sales business conducted by the Company.

"Business Intellectual Property" (or "Business IP") means all Intellectual Property (a) owned by or license rights held by the Company or (b) actually used by the Company in connection with the Business.

"Buyer" has the meaning given that term in the introductory paragraph of this Agreement.

"Buyer Damages" has the meaning given that term in Section 7.2.

"Buyer Indemnitees" has the meaning given that term in Section 7.2.

"Governing Documents" means, with respect to any Person who is not a natural Person, the certificate or articles of incorporation, bylaws, deed of trust, formation or governing agreement and other charter documents or organizational or governing documents or instruments of such Person.

"Governmental Body" means any court, government department, commission, board, bureau, agency, official or other regulatory, administrative or governmental authority or instrumentality, whether federal, state, local or foreign.

"Income Tax" or, collectively **"Income Taxes"** means any and all federal, state or local Taxes that are imposed on or measured by net income or franchise Taxes imposed in lieu thereof.

"Indemnified Party" has the meaning given that term in Section 7.5.

"Indemnifying Party" has the meaning given that term in Section 7.5.

"Indemnifying Shareholders" means those individuals set forth on Schedule 1.1I.

"Intellectual Property" or **"IP"** means all things authored, discovered, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice, as well as symbols or connotations of or sources of origin in the stream of commerce, including (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, (b) all patents, patent applications, and invention/patent disclosures, together with all reissuances, continuations, divisions, continuations-in-part, revisions, extensions, and reexaminations thereof, (c) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, extensions, and renewals in connection therewith, (d) all copyrights, and all applications, registrations, and renewals in connection therewith, (e) all mask works and all applications, registrations, extensions, and renewals in connection therewith, (f) all Know-How, trade secrets and confidential business information (whether or not it falls within the definition of Confidential Information herein, including research and development, development work in progress, know-how, formulas, processes, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (g) all computer software (including data and related documentation and object and source codes), (h) all rights in databases and data collections (including knowledge, customer list and customer databases), (i) all rights to Uniform Resource Locators, Web site addresses and domain names, (j) all copies of the foregoing, whether in electronic, magnetic or in any other medium format or hard copy, and tangible embodiments thereof (in whatever form or medium), (k) all other proprietary rights, and (l) any similar, corresponding or equivalent rights to any of the foregoing anywhere, and (m) all rights of action arising therefrom, all claims by reason of past or present or future infringement thereof, and the right to sue and obtain damages or remedies for such infringement.

"IRS" means the United States Internal Revenue Service.

"Southwest" has the meaning given that term in Section 6.1.

"Statutory Controlled Intellectual Property" or "Statutory Controlled IP" means all of the Company's Controlled IP constituting issued patents, pending patent applications, pending patent/invention disclosures not yet filed as patents; all trademarks, service marks, trade names, as well as Internet Uniform Resource Locators, Web site addresses, domain names, and the like (hereafter referred to as "Internet Identifiers"), and registrations and applications for the foregoing; copyright and maskwork registrations, and applications for the foregoing and License Rights under the foregoing as defined herein in connection with the Business.

"Straddle Return" means any Tax Return with respect to a period beginning before the Closing Date and ending after the Closing Date.

"Subsidiary" means any corporation, partnership, joint venture or other entity of which the Company owns, directly or indirectly, more than 20% of the outstanding voting securities or equity interests.

"Superfund" means the United States Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sections 6901 et seq., as amended.

"Tax" means any tax, levy, customs duty, impost, fee or other assessment, including without limitation all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, excise, estimated, severance, stamp, occupation, property, or other charge of any kind whatsoever, including any interest or penalty thereon or addition thereto, whether disputed or not, imposed by any Governmental Body, whether federal, state, county, local or foreign.

"Tax Return" means any return, declaration, report, estimate, claim for refund or information return or statement relating to any Tax, including any schedule or attachment thereto, and including any amendment thereof.

1.2 Construction. As used herein, unless the context otherwise requires: (i) references to "Article" or "Section" are to an article or section hereof; (ii) all references to "exhibits" and "schedules" herein are to exhibits and schedules attached hereto and incorporated herein by reference and made a part hereof; (iii) "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; and (iv) the headings of the various articles, sections and other subdivisions hereof are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

ARTICLE II THE TRANSACTION

2.1 Sale and Purchase of Company Shares. Upon the terms and subject to the conditions of this Agreement and in consideration of the Purchase Price, at the Closing, Sellers shall sell, assign, transfer and deliver the Company Shares to Buyer, and Buyer shall purchase

from Sellers, and take delivery of, the Company Shares, free and clear of any and all Encumbrances.

2.2 **Purchase Price.** The aggregate purchase price paid at the Closing for the Company Shares shall be the "Purchase Price").

2.3 **Closing.** The consummation of the purchase and sale of the Company Shares and the other transactions contemplated hereby (the "Closing") shall take place at 10:00 a.m., local time, no later than January 25, 2007 or, at Buyer's option, within three (3) business days after the last of the conditions in Article VII (other than the delivery of items to be delivered at Closing) has been met, at Friday, Eldredge & Clark, 400 West Capitol Avenue Suite 2000, Little Rock, Arkansas 72201, or at such other time, date or place as the parties agree (the "Closing Date").

2.4 **Payment.** Upon the terms and subject to the conditions of this Agreement, (i) at Closing, Buyer shall deliver to Sellers the amount which represents the amount of the Purchase Price less the Escrow established pursuant to Section 7.8 (the "Escrow Cash"). The deliveries provided for in this Section 2.4 shall be made by wire transfer of federal funds to accounts previously designated in writing by the Sellers. The allocation of the Purchase Price to be paid by Buyer to Sellers shall be determined in accordance with the allocation set forth on Schedule 2.4.

2.5 **Title.** Title to the Company Shares shall pass from Sellers to Buyer at Closing, subject to the terms and conditions of this Agreement, free and clear of any and all Encumbrances.

2.6 **Purchase Price Adjustment.**

(a) **Generally.** After the Closing, the Purchase Price shall be adjusted by an amount (the "Purchase Price Adjustment") determined in accordance with this Section 2.6. The Purchase Price Adjustment (whether positive or negative) shall be equal to the Closing Date Stockholders' Equity minus

(b) **Calculation.** As soon as practicable after the Closing Date but in no event later than the 90th day after the Closing Date, Buyer shall prepare or cause to be prepared, and shall deliver to the Representative (i) a balance sheet of the Company as of the Closing Date (the "Closing Date Balance Sheet"), and (ii) a calculation of the Closing Date Stockholders' Equity. The Closing Date Balance Sheet shall be prepared in accordance with GAAP, as consistently applied by the Company prior to the Closing; provided, however, that all product warranty claims known as of the Closing Date shall be reserved for on the Closing Date Balance Sheet but no accruals or reserves shall be made on the Closing Date Balance Sheet for any products liability or products warranty claims arising after the Closing Date. Buyer shall thereafter provide to the Representative such supporting work papers or other supporting information as may be reasonably requested by the Representative. When delivered by Buyer to the Representative, the Closing Date Balance Sheet and the calculation of the Closing Date Stockholders' Equity shall be deemed conclusive and binding on the parties for purposes of this Section 2.6 unless the Representative notifies Buyer in writing within ten (10) business days

in-control restriction) without the consent of the other party or parties thereto, unless such consent shall have been given, or as to which all the remedies for the enforcement thereof enjoyed by the Company would not, as a matter of law, continue to be enjoyed by the Company following the consummation of the transactions provided for by this Agreement. In order, however, to provide Buyer with the full realization and value of every contract, agreement, Permit, franchise and claim of the character described in the immediately preceding sentence, Sellers agree that on and after the Closing Date, they will, at the request and under the direction of Buyer, take all reasonable action and do or cause to be done all such things as shall in the reasonable opinion of Buyer or its counsel be necessary or proper (i) to assure that the rights of the Company under such contracts, agreements, Permits, franchises and claims shall be preserved following the Closing and (ii) to facilitate receipt of the consideration to be received by the Company in and under every such contract, agreement, Permit, franchise and claim. Nothing in this Section shall in any way diminish the obligation of the Company and Sellers hereunder to obtain all consents and approvals and to take all such other actions prior to or at Closing as are necessary to enable the Sellers to transfer the Company Shares to Buyer pursuant to Article VII.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLERS AND THE COMPANY

As an inducement to Buyer to enter into this Agreement and consummate the transactions contemplated hereby, each of Sellers and the Company, separately and independently and not jointly and severally, represents and warrants to Buyer, as of the date of execution of this Agreement and again as of the Closing, as follows:

3.1 Organization and Authority.

(a) Sellers. Each of the Sellers has the power and authority to enter into this Agreement and the Other Agreements to which he is or is to become a party and perform his obligations hereunder and thereunder, including transferring the Company Shares to Buyer.

(b) Trustees. Each person executing and delivering this Agreement in the capacity as a trustee for a Seller has been duly appointed as such trustee in accordance with the terms of such documents relating to the formation and administration of such trust and has the right, power and capacity to execute, deliver and perform this Agreement and any Other Agreement, to deliver any Company Shares owned by such trust to Buyer and to consummate the transactions contemplated by this Agreement and each Other Agreement.

(c) Company. The Company is a corporation duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation and has the corporate power and authority to own or lease its properties and carry on the Business as now conducted. The Company is duly qualified to do business and is in good standing in the jurisdictions shown on Schedule 3.1, which are all the jurisdictions in which the character of the properties owned or leased by the Company or the nature of the activities conducted by it make such qualification and good standing necessary. The Company has the power and authority to enter into this Agreement and the Other Agreements to which it is or is to become a party and perform its

or in breach of any express or implied warranty. Each of the products produced or sold in connection with the Business on or before the Closing Date has been, (i) in compliance with all applicable federal, state, local and foreign laws and regulations, (ii) was fit for the ordinary purposes for which it is intended to be used at the time shipped and (iii) in conformance with any written promises or written affirmations of fact made on the container or label for such product or in connection with its sale. Schedule 3.19 discloses and describes the terms of all express product or service warranties under which the Company, its subcontractors or agents, in performing work or services, or any materials installed, manufactured, distributed, sold or provided by the Company prior to the Closing, may have liability after the Closing Date.

3.20 **Insurance.** Schedule 3.20 discloses all insurance policies with respect to which the Company is the owner, insured or beneficiary or under which any assets of the Company are insured. Such policies are reasonable in the Company's judgment, in both scope and amount, in light of the risks attendant to the Business. The Company will not have any liability after the Closing for retrospective or retroactive premium adjustments except for normal year end audits of sales and payroll in amounts consistent in amount with the prior fiscal year. For the past five (5) years, all insurance policies covering products liability and general liability maintained by or for the benefit of the Company have been "occurrence" policies and not "claims made" policies. Schedule 3.20 discloses the manner in which the Company provides coverage for workers' compensation claims. There is no claim pending under any of the policies of the Company as to which coverage has been questioned, denied or disputed or which is being defended under any reservation of rights by the carrier.

3.21 **Intellectual Property Rights.** Schedule 3.21-A discloses all Statutory Controlled Intellectual Property. Except for those items of Joint Owned IP and License Rights in Schedule 3.21-A which are specifically designated as not being perpetual and/or not being royalty-free, the Company has the entire right, title and interest in and to, or the perpetual royalty-free right to use all of the Business IP and the Controlled IP, in each instance as necessary or advisable for use in the Business, free and clear of all Encumbrances. Employees, agents, contractors and developers of the Owned Intellectual Property and Joint Owned IP have (i) assigned or agreed to assign their entire right, title and interest therein to the Company and, where applicable, to each of the joint owners, (ii) have waived all of their moral rights in the Intellectual Property, and (iii) have agreed neither to disclose to third parties nor use same, except as authorized by the Company or lawfully by joint owners thereof. The Statutory Controlled Intellectual Property is maintained in compliance with all applicable Laws (including Laws requiring filings or payments of fees, whether to maintain rights or otherwise). The Statutory Controlled Intellectual Property is valid and not the subject of any interference, opposition, reexamination, cancellation or other Litigation. No Person is infringing upon nor has any Person misappropriated any Controlled Intellectual Property. Except as disclosed in Schedule 3.21-B, the Company is not (or following the Closing Date shall not be) required to make payments or provide other benefits to any Person with respect to its ownership or use of the Controlled IP or Business Intellectual Property, and the Company has not granted any third party or related or affiliated companies any rights therein. Schedule 3.21-C separately discloses all Intellectual Property under license to or from the Company and any agreements with other Persons affecting the Company's rights under Controlled IP or Business IP. Neither any act nor any omission by the Company, including the use, production, marketing, licensing, offering for sale or sale of the products or services of the Company, nor the use of them for their intended

purposes by customers or other Persons in the stream of commerce, violates, infringes upon or misappropriates the Intellectual Property rights of any other Person. Assuming that the acquired Business continues to be conducted as it was prior to the Closing, Buyer will not infringe or misappropriate the Intellectual Property rights of any other Person, as such rights are in existence at the Closing, and Buyer will not be dependent on third party proprietary technologies or products for which there are not readily available commercial alternatives. There are no pending claims (or, to the Company's knowledge, any claims threatened or likely to be asserted) against the Company that it infringed (is infringing or threatens to infringe) third party Intellectual Property rights. The consummation of the transactions contemplated hereunder will not alter or impair the rights of the Company to the Controlled IP or the Business Intellectual Property. Listed on Schedule 3.21-D are all the software products and systems used by, developed or licensed by the Company (other than commercial off-the-shelf software products licensed by it that have not been modified or altered) (the "Software"). Such Software is Owned IP. Except as identified in Schedule 3.21-D, Software does not incorporate any so-called "open source" software that requires the Company to grant license rights in the Software (or any developed software) to any third Person. Except as identified in Schedule 3.21-E, the Company has complied with all applicable Intellectual Property notification obligations or other like disclosure requirements as imposed by all standards setting organizations of which the Company has been a member, contributor or participant.

3.22 Employee Benefits

(a) **Benefit Plans; Company Plans.** Schedule 3.22 discloses all written and unwritten "employee benefit plans" within the meaning of Section 3(3) of ERISA, and any other health and retirement plan, written or unwritten, including any medical, dental, vision, employee assistance, life, disability, accident, post-retirement health or welfare, Section 125 medical reimbursement plan, or any profit sharing, pension, savings, deferred compensation, fringe benefit, stock option, stock purchase, sick pay, vacation, change in control, employment, severance, termination or other plan, agreement, contract, policy, trust fund or arrangement (each, a "Benefit Plan"), whether or not funded and whether or not terminated, (i) maintained, sponsored or participated in by the Company Group, or (ii) with respect to which the Company (or Sellers with respect to the Company) has or may have Liability or is obligated to contribute, or (iii) that otherwise covers any of the current or former employees, directors, independent contractors or agents of the Company or their beneficiaries or dependents, or (iv) as to which any such current or former employees, directors, independent contractors or agents or their beneficiaries or dependents participated or were entitled to participate or accrue or have accrued any rights thereunder (each, a "Company Plan"). No Company Plan covers any employees of any member of the Company Group in any foreign country or territory. "Company Group" means each trade or business (whether or not incorporated) that together with the Company is treated as a single employer pursuant to Sections 414(b), (c), (m) or (o) of the Code. Schedule 3.22 indicates which, if any, Benefit Plans are sponsored by the Company.

The Company have delivered to Buyer (and Schedule 3.22 lists each item delivered) copies of the following: (A) each written Company Plan, as amended (including either the original plan or the most recent restatement and all subsequent amendments); (B) all written personnel, payroll and employment manuals and policies; (C) a written description of any Company Plan, personnel, payroll or employment policy that is not otherwise in writing; (D)

retirement plan that accepts rollover contributions or to one or more individual retirement accounts for the benefit of such Indemnifying Shareholder.

(f) Closing Documents. Sellers shall have received the other documents referred to in Section 6.4. All agreements, certificates, opinions and other documents delivered by Buyer to Sellers hereunder shall be in form and substance satisfactory to counsel for Sellers, in the exercise of such counsel's reasonable professional judgment.

6.3 Deliveries at the Closing by Sellers and the Company. Sellers and the Company shall deliver or cause to be delivered to Buyer at the Closing:

(a) Stock certificates representing the Company Shares, duly endorsed in negotiable form or accompanied by stock transfer powers, duly executed by the record holders of such shares, in blank, with all transfer taxes, if any, paid in full by Sellers.

(b) Certificates of the appropriate public officials to the effect that the Company is a validly existing corporation in good standing in its state of incorporation and in each jurisdiction in which it is qualified to do business, as of a date not more than ten (10) days prior to the Closing Date.

(c) Incumbency and specimen signature certificate dated the Closing Date, signed by the officers of the Company and certified by its Secretary.

(d) True and correct copies of (i) the Governing Documents (other than the bylaws) of the Company as of a date not more than ten (10) days prior to the Closing Date, certified by the Secretary of State of the Company's state of incorporation and (ii) the bylaws of the Company as of the Closing Date, certified by the Secretary of the Company.

(e) Certificate of the Secretary of the Company (i) setting forth all resolutions of the Board of Directors of the Company and, if necessary, the stockholders, authorizing the execution and delivery of this Agreement and the performance by the Company of the transactions contemplated hereby and (ii) stating that the Governing Documents of the Company delivered pursuant to Section 6.3(d) were in effect at the date of adoption of such resolutions, the date of execution of this Agreement and the Closing Date.

(f) General releases executed by each Seller and by each of the officers and directors of the Company, releasing all Liability of the Company to them and any claim that they may have against the Company, less and except any obligation for indemnification as an officer or director in any action that is commenced from and after the Closing Date and for which such Seller would be entitled to indemnification under the Company's Governing Documents or any policy of insurance covering officers and directors maintained by the Company.

(g) An executed intellectual property assignment by Ronald Bridges wherein he assigns all right, title and interest to all intellectual property to the Company that he owns or the licensing of which he controls, that is used by the Company or relates to the Company's business or any affiliates of the Company.

Schedule 3.21-A
Intellectual Property Rights: Statutory Controlled IP

United States.

Group Operated Circuit Disconnect Apparatus for Overhead Electric Power Lines	5,483,030	1-9-1996	All Manual and Auto Vector Switches
Disconnect Switch for Switching Capacitive Currents	6,818,850	11-16-2004	All Capacitor Switches
Current Sensing System Having Electronic Compensation Circuits For Conditioning the Output of Current Sensors	5,250,894	10-5-1993	All Auto-Vector and Auto-Topper Switches

Mexico

Group Operated Circuit Disconnect Apparatus For Overhead Electric Power Lines	184,777	5-27-1997	All Manual and Auto- Vector Switches
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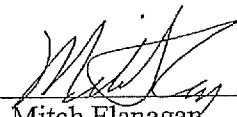
Canada

Group Operated Circuit Disconnect Apparatus for Overhead Electric Power Lines	2,136,924	12-29-1998	All Manual and Auto- Vector Switches
Group Operated Circuit Disconnect Apparatus for Overhead Electric Power Lines	1,279,686	1-29-1991	All Manual and Auto- Topper Switches (Aluminum Base Style)

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

BUYER:

SIEMENS POWER TRANSMISSION &
DISTRIBUTION, INC.

By: 
Name: Mitch Flanagan
Title: Senior Vice President and
Chief Financial Officer

THE COMPANY:

BRIDGES ELECTRIC, INC.

By: _____
Name: _____
Title: _____

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

BUYER:

SIEMENS POWER TRANSMISSION &
DISTRIBUTION, INC.

By: _____

Name: Mitch Flanagan

Title: Senior Vice President and
Chief Financial Officer

THE COMPANY:

BRIDGES ELECTRIC, INC.

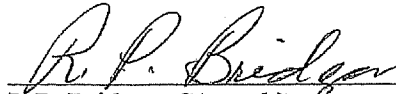
By: T. Allen Bridges

Name: T. ALLEN BRIDGES

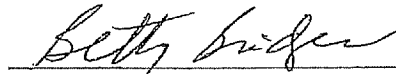
Title: CEO

SELLERS:

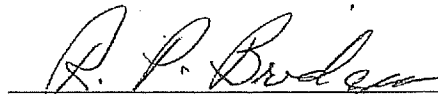
Bridges Holding Limited Partnership



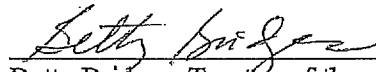
R.P. Bridges, General Partner:



Betty Bridges, General Partner



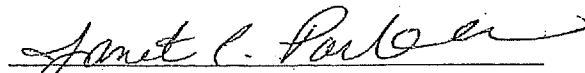
R.P. Bridges, Trustee of the
Ronald P. Bridges Revocable Trust



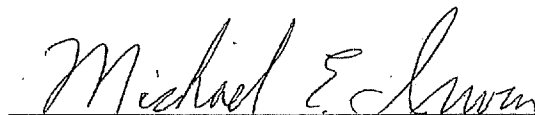
Betty Bridges, Trustee of the
Betty Bridges Revocable Trust



T. Allen Bridges



Janet C. Porterfield



Michael E. Irwin, Trustee for the benefit of
Janet C. Porterfield, pursuant to agreement
of December 31, 1990



Michael E. Irwin, Trustee for the benefit of
Thomas Allen Bridges, pursuant to agreement
of December 24, 1992