Exhibit 1
Exhibit 2
PROMISSORY NOTE

$61,007.36

SEPTEMBER 24, 2004

FOR VALUE RECEIVED, Boston Factors, Inc., a Massachusetts Corporation, of Woburn, Massachusetts, promises to pay Kristen S. Till, of 8 King Edward Court, Boxford, Massachusetts, the sum of $61,007.36 on Demand with a required (72) hour notice of same. Until said demand is made in full or partial, interest at the rate of eight (8%) percent per annum on the unpaid principal will accrue until said principal is paid in full.

At the option of the Holder, this Note shall immediately become due and payable, without notice or demand, upon the occurrence at any time of any of the following: (1) Failure to pay when due; (2) if any party liable hereon, whether as Maker, Endorser, Guarantor, Surety or otherwise, shall make an assignment for the benefit of creditors or if a Receiver of any such Party's property shall be appointed, or if a petition in bankruptcy, wage earner plan, trust mortgage, or other similar proceedings under any law for relief of debtors shall be filed by or against any such party.

Each and every party liability hereunder shall be absolute and unconditional, without regard to liability of any other party. Each and every party liable heron (1) waives presentment, demand, protest, and notices of every kind and description and waives defenses of every nature thereon; (2) waives any defenses based upon, and specifically assents to, any and all extensions and postponements of the time of payment and all other indulgences, forbearance's, or other agreements which may be granted by the Holder to any party liable thereon; (3) agrees to the addition or release of any other party or person primarily or secondarily liable; (4) agrees to be bound by all the terms contained in this Note and agrees that all obligations of all parties shall be joint and several; (5) agrees that, in the event of default, the undersigned shall pay all other cost and expenses of collection, including attorney's fees.
No delay or omission on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right or any other right of such Holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same of any right on any future occasion.

All rights and obligations hereunder shall be governed by the Law of the Commonwealth of Massachusetts and this Note shall have the effect of a sealed instrument. It is agreed that this is not a Consumer Loan under Massachusetts Laws, Chapter 140.


[Signature]

BOSTON FACTORS, INC.

By: Daniel P. Scalley
President & Treasurer

The undersigned agrees to personally and unconditionally guarantee the repayment of this Corporate Promissory Note.

[Signature]

Daniel P. Scalley
Individually
Exhibit 3
Boston Factors, Inc.
ACCOUNTS RECEIVABLE FUNDING
PROMISSORY NOTE

$31,834.60

FOR VALUE RECEIVED, Boston Factors, Inc., a Massachusetts Corporation of Woburn, Massachusetts, promises to pay to Norma D. Doherty of 79 Center Street, Burlington, Massachusetts the sum of $31,834.60 on or before March 15, 2009 with accrued interest at the rate of eight (08) percent per annum. Principal payments of $10,000.00 will be due on December 15, 2008, January 15, 2009 and February 15, 2009. Any remaining principal balance with accrued interest will become due on March 15, 2009.

The borrower has the right to prepay this Note without penalty at any time.

At the option of the Holder, this Note shall immediately become due and payable, without notice or demand, upon the occurrence of any of the following: (1) Failure to pay when due; (2) if any party liable hereon, whether as Maker, Endorser, Guarantor, Surety or otherwise, shall make an assignment for the benefit of creditors or if a Receiver of any such party’s property shall be appointed, or if a petition in bankruptcy, wage earner plan, trust mortgage, or other similar proceedings under any law for relief of debtors shall be filed by or against any such party.

Each and every party liable hereunder shall be absolute and unconditional, without regard to the liability of any other party. Each and every party liable hereon (1) waives presentment, demand, protest, and notice of every kind and description and waives defenses of every nature thereof; (2) waives any defenses based upon, and specifically asserts to, any and all extensions and postponements of the time of payment and all other indulgences, forbearances, or other agreements which may be granted by the Holder to any party liable thereon; (3) agrees to the addition or release of any other party or person primarily or secondarily liable; (4) agrees to be bound by all the terms contained in this Note and agrees that all obligations of all parties shall be joint and several; (5) agrees that, in the event of default, the undersigned shall pay all other costs and expenses of collection, including attorney’s fees.
No delay or omission on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right or any other right of such Holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same of any right on any future occasion.

All rights and obligations hereunder shall be governed by the Law of the Commonwealth of Massachusetts and this Note shall have the effect of a sealed instrument. It is agreed that this is not a Consumer Loan under Massachusetts Laws, Chapter 140.

WITNESS OUR HANDS AND SEALS THIS 7th DAY OF November, 2008.

BOSTON FACTORS, INC.
By

Daniel P. Scalley
President & Treasurer

The undersigned Norma D. Doherty acknowledges that she has reviewed these documents with her daughter, Theresa M. Flanagan.

Norma D. Doherty
Theresa M. Flanagan
Exhibit 4
Boston Factors, Inc.
ACCOUNTS RECEIVABLE FUNDING
PROMISSORY NOTE

$150,114.74
November 07, 2008

FOR VALUE RECEIVED, Boston Factors, Inc., a Massachusetts Corporation of Woburn, Massachusetts, promises to pay to Norma D. Doherty of 79 Center Street, Burlington, Massachusetts the sum of $150,114.74 on or before June 30, 2009 with accrued interest at the rate of eight (8%) percent per annum. A principal payment of $50,000.00 will be due on April 30, 2009. Any remaining principal balance with accrued interest will become due on June 30, 2009.

The borrower has the right to prepay this Note without penalty at any time.

At the option of the Holder, this Note shall immediately become due and payable, without notice or demand, upon the occurrence at any time of any of the following: (1) Failure to pay when due; (2) if any party liable hereon, whether as Maker, Endorser, Guarantor, Surety or otherwise, shall make an assignment for the benefit or creditors or if a Receiver of any such party's property shall be appointed, or if a petition in bankruptcy, wage earner plan, trust mortgage, or other similar proceedings under any law for relief of debtors shall be filed by or against any such party.

Each and every party liability hereunder shall be absolute and unconditional, without regard to the liability of any other party. Each and every party liable hereon (1) waives presentment, demand, protest, and notices of every kind and description and waives defenses of every nature thereon; (2) waives any defenses based upon, and specifically assents to, any and all extensions and postponements of the time of payment and all other indulgences, forbearances, or other agreements which may be granted by the Holder to any party liable thereon; (3) agrees to the addition or release of any other party or person primarily or secondarily liable; (4) agrees to be bound by all the terms contained in this Note and agrees that all obligations of all parties shall be joint and several; (5) agrees that, in the event of default, the undersigned shall pay all other costs and expenses of collection, including attorney's fees.

P.O. Box 2939 ♦ Woburn, MA 01888
(781) 934-5455 ♦ Fax (781) 922-8540
No delay or omission on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right or any other right of such Holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same of any right on any future occasion.

All rights and obligations hereunder shall be governed by the Law of the Commonwealth of Massachusetts and this Note shall have the effect of a sealed instrument. It is agreed that this is not a Consumer Loan under Massachusetts Laws, Chapter 140.

WITNESS OUR HANDS AND SEALS THIS 7th DAY OF November, 2008.

BOSTON FACTORS, INC.

By: ____________________________
    Daniel P. Scanley
    President & Treasurer

The undersigned Norma D. Doherty acknowledges that she has reviewed these documents with her daughter, Theresa M. Flanagan.

Norma D. Doherty

Theresa M. Flanagan
Exhibit 5
Boston Factors, Inc.

ACCOUNTS RECEIVABLE FUNDING

PROMISSORY NOTE

$66,703.61 November 07, 2008

FOR VALUE RECEIVED, Boston Factors, Inc., a Massachusetts Corporation of Woburn, Massachusetts, promises to pay to Norma D. Doherty of 79 Center Street, Burlington, Massachusetts the sum of $66,703.61 on or before January 07, 2010 with accrued interest at the rate of eight (08) percent per annum. The principal balance of $66,703.61 and accrued interest of $6,225.67 totaling $72,929.28 will be due no later than January 07, 2010.

The borrower has the right to prepay this Note without penalty at any time.

At the option of the Holder, this Note shall immediately become due and payable, without notice or demand, upon the occurrence at any time of any of the following: (1) Failure to pay when due; (2) if any party liable hereon, whether as Maker, Endorser, Guarantor, Surety or otherwise, shall make an assignment for the benefit or creditors or if a Receiver of any such party's property shall be appointed, or if a petition in bankruptcy, wage earner plan, trust mortgage, or any similar proceeding under any law for relief of debtors shall be filed by or against any such party.

Each and every party liability hereunder shall be absolute and unconditional, without regard to the liability of any other party. Each and every party liable hereon (1) waives presentment, demand, protest, and notices of every kind and description and waives defenses of every nature thereon; (2) waives any defenses based upon, and specifically asserts to, any and all extensions and postponements of the time of payment and all other indulgences, forbearances, or other agreements which may be granted by the Holder to any party liable thereon; (3) agrees to the addition or release of any other party or person primarily or secondarily liable; (4) agrees to be bound by all the terms contained in this Note and agrees that all obligations of all parties shall be joint and several; (5) agrees that, in the event of default, the undersigned shall pay all other costs and expenses of collection, including attorney's fees.
No delay or omission on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right or any other right of such Holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same of any right on any future occasion.

All rights and obligations hereunder shall be governed by the Law of the Commonwealth of Massachusetts and this Note shall have the effect of a sealed instrument. It is agreed that this is not a Consumer Loan under Massachusetts Laws, Chapter 140.

WITNESS OUR HANDS AND SEALS THIS 7th DAY OF November, 2008.

BOSTON FACTORS, INC.
By: [Signature]
Daniel P. Scalley
President & Treasurer

The undersigned Norma D. Doherty acknowledges that she has reviewed these documents with her daughter, Theresa M. Flanagan.

Norma D. Doherty
Theresa M. Flanagan
Exhibit 6
July 6, 2009

CERTIFIED MAIL RETURN RECEIPT - 7003-3110-0002-5658-2063
DELIVERY CONFIRMATION,
AND BY FACSIMILE (562) 363-0104

Daniel P. Scalley
Boston Factors, Inc.
3 Oxford Place
Woburn, MA 01801

and Daniel P. Scalley

Dear Mr. Scalley:

This is a formal demand letter sent to you pursuant to Massachusetts General
Laws Chapter 93A, §9. This firm represents the elderly Norma D. Doherty, (hereinafter,
"Mrs. Doherty") whose funds, property or assets have been improperly used and
converted by inter alia, Daniel P. Scalley and Boston Factors, Inc., (hereinafter,
"Scalley"). After wrongfully using Mrs. Doherty's funds, property and assets since
September 2002, on November 7, 2008, Scalley promised Mrs. Doherty that he would
make the following payments:

December 15, 2008 ($10,000.00)
January 15, 2009 ($10,000.00)
February 15, 2009 ($10,000.00)
March 15, 2009 ($1,384.60)
April 15, 2009 ($50,000.00)
June 30, 2009 ($140,114.74)

Scalley further promised to make a final payment of $65,703.61 on or before
January 7, 2010. Despite repeated demands, Scalley has failed, refused and neglected to
make a single payment and therefore, has wrongfully converted Mrs. Doherty's funds,
property or assets.

Not including interest.
Specifically, since 2002 Scalley has taken possession of Mrs. Doherty’s funds, property or assets and represented that he would pay an 8% return on her money. In reliance on those representations, Mrs. Doherty turned over her life savings to Scalley. Scalley has failed, refused and neglected to provide Mrs. Doherty with complete statements and an accounting of said funds. He has also been intentionally evasive about the location of the money due to the elderly Mrs. Doherty.

Scalley has violated M.G.L. c.93A in the following respects, *inter alia*:

- By causing a substantial monetary or property loss to an elderly person Scalley has violated M.G.L. c. 93A, §2, M.G.L. c.19A, and thereby committed unfair and deceptive acts and practices;

- By making repeated intentional misrepresentations to Mrs. Doherty relative to the return on her funds and promises to make payments in excess of $180,000.00 Scalley has violated M.G.L. c.93A, §2, and thereby committed unfair and deceptive acts and practices;

- By failing to provide Mrs. Doherty with complete true and accurate statements and/or accounting of any and all funds, property or assets belonging to Mrs. Doherty, Scalley has violated M.G.L. c.93A, §2, and thereby committed unfair and deceptive acts and practices;

- By converting funds, property or assets belonging to Mrs. Doherty, Scalley has violated M.G.L. c.93A, §2 and thereby committed unfair and deceptive acts and practices.

Upon information and belief, these actions were performed willfully and knowingly.

As a result of the unfair and deceptive acts and practices of Scalley, Mrs. Doherty has suffered injury, including the loss of her life savings.

In light of the foregoing, Mrs. Doherty demands that Scalley pay her for the loss of her life savings. The losses are presently estimated to be $250,000.00 plus attorney's fees.

Under Chapter 93A, you have thirty (30) days from the receipt of this letter to respond with an offer of settlement. If you fail to do so, the Massachusetts Consumer Protection Statute provides that you may be liable for treble damages and attorney's fees incurred by my client for the prosecution of this action.
Thank you for your anticipated cooperation.

Very truly yours,

Mark E. Burke

MEB/pjv
Exhibit 7
PROMISSORY NOTE

$10,000.00

ACCOUNT # BAY 1002 DM
Date: October 8, 1997

FUR VALUE RECEIVED, I, Daniel P. Scalsey, President of BOSTON FACTORS, INC., the undersigned, promises to pay on demand to the order of Marina M. Yapoujian, president of Bay State Business Services the holder at Medford, Massachusetts, the sum of $10,000.00 (Ten thousand and 00/100) dollars. The holder agrees to receive discount fee of $777.77 per month for twelve (12) months. The full amount of the principal thereof in the amount of $10,000.00 herein shall be payable on October 8, 1998. (Allow three business days for check processing)

Any deposits or other sums at any time credited by or due from the holder to any of the undersigned, or any endorser or guarantor hereof, and any securities or other property, real or personal, of any of the undersigned, or any such endorser or guarantor hereof, in possession of the holder, may at any and at times be held and treated as security for the payment and performance of the note. The holder may apply or set off such deposit or other sums against any payment due hereunder at any time.

The undersigned will pay on demand all costs and expense of collection, including reasonable attorneys' fees, incurred or paid by the holder in enforcing the note on default. After default, interest shall accrue at the rate of 15% per annum.

Each of the undersigned, and each endorser and guarantor hereof, waives presentment, demand, notice, protest and all other forms of demand and notice, in connection with the delivery, acceptance, performance, default or enforcement of this note, and assigns to the addition, substitution or release of any collateral or off any other person or party primarily or secondarily liable.

No delays or omissions by the holder in exercising any right or power hereunder shall operate as a waiver of such right or power or of any other right or power. A waiver of any right or power on one occasion shall not be construed as a waiver of, or bar to, the exercise of such right or power on any other occasion.

The word "holder", as used herein, shall mean the payee or other assignee of this note in possession hereof.

All obligations and agreements hereunder of the undersigned, if more than one person executes this note, shall be joint and several in all respects.

Executed under seal on the date written above.

Address:
3 Oxford Place
Woburn, MA 01801

By: [Signature]

Daniel P. Scalsey
BOSTON FACTORS, INC.
Exhibit 8
PROMISSORY NOTE

$5,500.00

ACCOUNT # DS300654
Date: NOVEMBER 12, 1997

FOR VALUE RECEIVED, I, Daniel P. Scanley, President of Small Business Capital Corporation, the undersigned, promises to pay on demand to the order of Marina M. Yagoujian, President of Bay State Business Services the holder at Medford, Massachusetts, the sum of $5,500.00 (Five thousand five hundred and 00/100) dollars. The holder agrees to receive discount fee of $450.00 per month for twelve (12) months. The full amount of the principal thereof in the amount of $5,500.00 herein shall be payable on November 11, 1998. (Allow three business days for check processing)

Any deposits or other sums at any time credited by or due from the holder to any of the undersigned, or any endorser or guarantor hereof, and any securities or other property, real or personal, of any of the undersigned, or any such endorser or guarantor hereof, in possession of the holder, may at any and all times be held and treated as security for the payment and performance of the note. The holder may apply or set off such deposits or other sums against any payment due hereunder at any time.

The undersigned will pay on demand all costs and expense of collection, including reasonable attorneys’ fees, incurred or paid by the holder in enforcing the note on default. After default, interest shall accrue at the rate if 15% per annum.

Each of the undersigned, and each endorser and guarantor hereof, waives presentment, demand, notice, protest and all other forms of demand and notice, in connection with the delivery, acceptance, performance, default or enforcement of this note, and assents to the addition, substitution or release of any collateral or off any other person or party primarily or secondarily liable.

No delays or omissions by the holder in exercising any right or power hereunder shall operate as a waiver of such right or power or of any other right or power. A waiver of any right or power on one occasion shall not be construed as a waiver of, or bar to, the exercise of such right or power on any other occasion.

The word “holder”, as used herein, shall mean the payee or other assignee of this note in possession hereof.

All obligations and agreements hereunder of the undersigned, if more than one person executes this note, shall be joint and several in all respects.

Executed under seal on the date written above.

Address:

3 Oxford Place
Woburn, MA 01801

Daniel P. Scanley
BOSTON FACTORS, INC.
PROMISSORY NOTE

$5,000.00

Act # BSBS 5001EK
November 20, 1996

FOR VALUE RECEIVED, I, Daniel P. Scally, President of Small Business Capital Corporation, the undersigned, promise to pay to the order of Marina M. Yapoujian, President of Bay State Business Services, the sum of FIVE THOUSAND DOLLARS AND 00/100 ($5,000.00). Holder agrees to receive discount fee of $416.66 every thirty days (30) until notified by the holder at least 30 days prior. The full amount of principal and discount fee herein shall be payable on the May 20, 1997.

The undersigned agrees to pay any and all expenses, including reasonable attorney fees, which may be incurred by the lender in the enforcement or protection of its rights in connection with this loan.

No delays or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right of such holder nor shall any delay, omission or waiver on any occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The undersigned, and any endorser or guarantor hereof, regardless of the time, order or place of signing waives presentment, demand, protest and notice of every kind and assests to any one or more extensions or postponements of the time of payment or any other indulgence, to any substitutions, exchanges or releases of collateral and to the additions or releases of any other party or persons primarily or secondarily liable.

It is agreed that the record of all payments, including principal, discount fees, interest, taxes, assessments, insurance and all other charges are to be shown on records to be held by the lender.

All rights and obligations hereunder shall be governed by the laws of the Commonwealth of Massachusetts and this Note shall be deemed to be under seal.

[Signature]
Daniel P. Scally, President
SMALL BUSINESS CAPITAL CORP

Note:
The discount fee of $416.66 reflects the net balance due by days of business after SBCG commission.
PROMISSORY NOTE

Acct # BSBS 5003JK
December 20, 1996

$10,000.00

FOR VALUE RECEIVED, I, Daniel P. Scalley, President of Small Business Capital Corporation, the undersigned, promise to pay to the order of Marina M. Yapoujian, the sum of TEN THOUSAND DOLLARS AND 00/100 ($10,000.00). Holder agrees to receive discount fee of $833.33 monthly for FIVE (5) months. The full amount of principal and discount fee in the sum of $10,833.33 herein shall be payable on June 20, 1997.

The undersigned agrees to pay any and all expenses, including reasonable attorney fees, which may be incurred by the lender in the enforcement or protection of its rights in connection with this loan.

No delays or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right of such holder nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The undersigned, and any endorser or guarantor hereof, regardless of the time, order or place of signing waives presentment, demand, protest, and notice of every kind and assents to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions, exchanges or releases of collateral and to the additions or releases of any other party or persons primarily or secondarily liable.

It is agreed that the record of all payments, including principal, discount fees, interest, taxes, assessments, insurance and all other charges are to be shown on records to be held by the lender.

All rights and obligations hereunder shall be governed by the laws of the Commonwealth of Massachusetts and this Note shall be deemed to be under seal.

Witness

Daniel P. Scalley, President
SMALL BUSINESS CAPITAL CORP
PROMISSORY NOTE

$10,000.00

Account # BSBS5005EK
Date: February 4, 1997

FOR VALUE RECEIVED, I Daniel P. Scalley, President of Small Business Capital Corporation, the undersigned promises to pay to the order of Marina M. Yapoijian, president of Bay State Business Services the holder at Tewksbury, Massachusetts, the sum of $10,000.00 (Ten thousand and XX/100) dollars. The holder agrees to receive discount fee of $833.33 monthly for FIVE (5) months. The full amount of the principal and discount fee thereof in the amount of $16,833.32 herein shall be payable on May 4, 1997.

Any deposits or other sums at any time credited by or due from the holder to any of the undersigned, or any endorser or guarantor hereof, and any securities or other property, real or personal, of any of the undersigned, or any such endorser or guarantor hereof, in possession of the holder, may at any and all times be held and treated as security for the payment and performance of the note. The holder may apply or set off such deposit or other sums against any payment due hereunder at any time.

The undersigned will pay on demand all costs and expense of collection, including reasonable attorneys' fees, incurred or paid by the holder in enforcing the note on default. After default, interest shall accrue at the rate of 15% per annum.

Each of the undersigned, and each endorser and guarantor hereof, waives presentment, demand, notice, protest and all other forms of demand and notice, in connection with the delivery, acceptance, performance, default or enforcement of this note, and assents to the addition, substitution or release of any collateral or off any other person or party primarily or secondarily liable.

No delay or omission by the holder in exercising any right or power hereunder shall operate as a waiver of such right or power or of any other right or power. A waiver of any right or power on one occasion shall not be construed as a waiver of, or a bar to, the exercise of such right or power on any other occasion.

The word "holder", as used herein, shall mean the payee or other assignee of this note in possession hereof.

All obligations and agreements hereunder of the undersigned, if more than one person executes this note, shall be joint and several in all respects.

Executed under seal on the date written above.

Address:
3 Oxford Place
Woburn, MA 01801

By: Daniel P. Scalley, President
SMALL BUSINESS CAPITAL CORP
PROMISSORY NOTE

$4,000.00

Acct # BSBS 4000 JF
February 4, 1997

FOR VALUE RECEIVED, I, Daniel P. Scalley, President of Small Business Capital Corporation, the undersigned, promise to pay to the order of Marina M. Yapoujian, President of Bay State Business Services, the sum of FOUR THOUSAND DOLLARS AND 00/100 ($4,000.00). Holder agrees to receive discount fee of $333.33. The full amount of principal and discount fee herein shall be payable on August 4, 1997.

The undersigned agrees to pay any and all expenses, including reasonable attorney fees, which may be incurred by the lender in the enforcement or protection of its rights in connection with this loan.

No delays or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right of such holder nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The undersigned, and any endorser or guarantor hereof, regardless of the time, order or place of signing, waives presentment, demand, protest, and notice of every kind and assents to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions, exchanges or releases of collateral and to the additions or releases of any other party or persons primarily or secondarily liable.

It is agreed that the record of all payments, including principal, discount fees, interest, taxes, assessments, insurance and all other charges are to be shown on records to be held by the lender.

All rights and obligations hereunder shall be governed by the laws of the Commonwealth of Massachusetts and this Note shall be deemed to be under seal.

Witness

Daniel P. Scalley, President
SMALL BUSINESS CAPITAL CORP
PROMISSORY NOTE

Act # BSBS 5006 HK
May 7, 1997

$7,500.00

FOR VALUE RECEIVED. I, Daniel P. Scalley, President of Small Business Capital Corporation, the undersigned, promise to pay to the order of Marina M. Yapoujian, President of Bay State Business Services, the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 ($7,500.00). Holder agrees to receive discount fee of $625.00 The full amount of principal and discount fee herein shall be payable on AUGUST 7, 1997.

The undersigned agrees to pay any and all expenses, including reasonable attorney fees, which may be incurred by the lender in the enforcement or protection of its rights in connection with this loan.

No delays or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right of such holder nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The undersigned, and any endorser or guarantor hereof, regardless of the time, order or place of signing waive presentment, demand, protest, and notice of every kind and assents to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions, exchanges or releases of collateral and to the additions or releases of any other party or persons primarily or secondarily liable.

It is agreed that the record of all payments, including principal, discount fees, interest, taxes, assessments, insurance and all other charges are to be shown on records to be held by the lender.

All rights and obligations hereunder shall be governed by the laws of the Commonwealth of Massachusetts and this Note shall be deemed to be under seal.

Witness

Daniel P. Scalley, President
SMALL BUSINESS CAPITAL CORP
PROMISSORY NOTE

$7,500.00

Account No. 83010MY
Date: JUNE 26, 1997
Medford, Massachusetts

FOR VALUE RECEIVED, I, Daniel P. Scalley, President of Small Business Capital Corporation, the undersigned, promises to pay to the order of Marna M. Zepoyian, President of Bay State Business Services, the sum of $7,500.00 (Seven thousand five hundred dollars) and 00/100 dollars, the full amount of the principal thereof in the amount of $7,500.00 herewith shall be payable on July 26, 1997. Allow three business days for check processing.

Any deposits or other sums made or credited by or due from the holder to any of the undersigned, or any endorser or guarantor hereof, and any securities or other property, real or personal, of any of the undersigned or any such endorser or guarantor hereof, in possession of the holder, may at any time and all times be held and treated as security for the payment and performance of the note. The holder may apply or set off such deposit or other sums against any payments due the undersigned at anytime.

The undersigned will pay on demand all costs and expense of collection, including reasonable attorneys' fees, incurred or paid by the holder in enforcing the note on default. After default, interest shall accrue at the rate of 15% per annum.

Each of the undersigned, and each endorser and guarantor hereof, waives presentment, demand, notice, protest and all other forms of demand and notice in connection with the delivery, acceptance, performance, default or enforcement of this note, and assents to the addition, substitution or release of any collateral or any other person or party primarily or secondarily liable.

No delay or omission by the holder in exercising any right or power hereunder shall impair the exercise of any right or power hereunder. A waiver of any right or power on one occasion shall not be construed as a waiver of or a bar to, the exercise of such right or power on any other occasion.

The word "holder", as used herein, shall mean the payee or other person in possession hereof.

All obligations and agreements hereunder of the undersigned, if more than one person executes this note, shall be joint and several in all respects.

Executed under seal on the date written above.

By: /s/ Daniel P. Scalley

Daniel P. Scalley, President
SMALL BUSINESS CAPITAL CORP.
PROMISSORY NOTE

FOR VALUE RECEIVED, I, Daniel F. Scally, President of Small Business Capital Corporation, do promise to pay to the order of Manel M. Yaroujian, President of Bay State Business Services, the sum of $10,000.00 ($10 thousand) dollars. The holder agrees to receive a discount fee of $833.33 per month for one (1) month. The full amount of the principal thereof in the sum of $10,000.00 herein shall be payable on July 2, 1997. (Allow three business days for check clearing.)

Any deposit of other sums at any time credited to or paid to the holder to the credit of the undersigned, or any endorsement or guaranty hereof, and any securities or other property, real or personal, of any of the undersigned, or any such endorser or guarantor hereof, in possession of the holder, shall at any time be held and treated as security for the payment and performance of the note. The holder may apply or set off such deposit or other sum against any payment due hereunder at any time.

The undersigned will pay on demand all costs and expenses of collection, including reasonable attorneys’ fees, incurred or paid by the holder in enforcing the note on default. After default, interest shall accrue at the rate of 12% per annum.

Each of the undersigned, and each endorser and guarantor hereof, waives presentment, demand, notice, protest and all other forms of demand and notice in connection with the delivery, acceptance, performance, default or enforcement of, and all other acts in respect to, the promissory note, and all warranties of truth and accuracy of any collateral or off any other person or party primarily or secondarily liable.

No delays or omissions by the holder in exercising any right or power hereunder shall operate as a waiver of such right or power at any other time or occasion, shall not be construed as a waiver of, nor bar the exercise of such right or power at any other occasion.

The word “holder” as used herein shall mean the payee or other assignee of the note in possession hereof.

All obligations and agreements hereunder of the undersigned of more than one person executing this note, shall be joint and several in all respects.

Executed under seal on the date written above.

[Signature]

DANIEL F. SCAFF

SMALL BUSINESS CAPITAL CORP.
PROMISSORY NOTE

$4,000.00

ACCOUNT #: BS 3003 MY
Date: JULY 10, 1997

FOR VALUE RECEIVED, I, Daniel P. Scalley, President of Small Business Capital Corporation, the undersigned, promises to pay to the order of Marina M. Yapoujian, president of Bay State Business Services the holder at Medford, Massachusetts, the sum of $4,000.00 (Four thousand and 00/100) dollars. The holder agrees to receive discount fee of $333.33 per month for six (6) months. The full amount of the principal thereof in the amount of $4,000.00 herein shall be payable on January 10, 1998. (Allow three business days for check processing)

Any deposits or other sums at any time credited by or due from the holder to any of the undersigned, or any endorsing or guarantor hereof, and any securities or other property, real or personal, of any of the undersigned, or any such endorsing or guarantor hereof, in possession of the holder, may at any and all times be held and treated as security for the payment and performance of the note. The holder may apply or set off such deposit or other sums against any payment due hereunder at any time.

The undersigned will pay on demand all costs and expense of collection, including reasonable attorneys’ fees, incurred or paid by the holder in enforcing the note on default. After default, interest shall accrue at the rate of 15% per annum.

Each of the undersigned, and each endorsing or guarantor hereof, waives presentment, demand, notice, protest and all other forms of demand and notice, in connection with the delivery, acceptance, performance, default or enforcement of this note, and assents to the addition, substitution or release of any collateral or of any other person or party primarily or secondarily liable.

No delays or omissions by the holder in exercising any right or power hereunder shall operate as a waiver of such right or power or of any other right or power. A waiver of any right or power on one occasion shall not be construed as a waiver of, or bar to, the exercise of such right or power on any other occasion.

The word “holder”, as used herein, shall mean the payee or other assignee of this note in possession hereof.

All obligations and agreements hereunder of the undersigned, if more than one person executes this note, shall be joint and several in all respects.

Executed under seal on the date written above.

[Signature]

Address:

3 Oxford Place
Woburn, MA 01801

Daniel P. Scalley
SMALL BUSINESS CAPITAL CORP.
PROMISSORY NOTE

$4,000.00

ACCOUNT # BS 4003 HA
Date: JULY 28, 1997

FOR VALUE RECEIVED, I Daniel P. Scally, President of Small Business Capital Corporation, the undersigned, promises to pay on demand to the order of Marina M. Yaponjian, president of Bay State Business Services the holder at Medford, Massachusetts, the sum of $4,000.00 (Four thousand and 00/100) dollars. The holder agrees to receive discount fee of $311.11 per month for six (6) months. The full amount of the principal thereof in the amount of $4,000.00 herein shall be payable on January 27, 1998. (Allow three business days for check processing)

Any deposits or other sums at any time credited by or due from the holder to any of the undersigned, or any endorser or guarantor hereof, and any securities or other property, real or personal, of any of the undersigned, or any such endorser or guarantor hereof, in possession of the holder, may at any and all times be held and treated as security for the payment and performance of the note. The holder may apply or set off such deposit or other sums against any payment due hereunder at any time.

The undersigned will pay on demand all costs and expense of collection, including reasonable attorneys’ fees, incurred or paid by the holder in enforcing the note on default. After default, interest shall accrue at the rate of 15% per annum.

Each of the undersigned, and each endorser and guarantor hereof, waives presentment, demand, notice, protest and all other forms of demand and notice, in connection with the delivery, acceptance, performance, default or enforcement of this note, and assents to the addition, substitution or release of any collateral or off any other person or party primarily or secondarily liable.

No delay or omission by the holder in exercising any right or power hereunder shall operate as a waiver of such right or power or of any other right or power. A waiver of any right or power on one occasion shall not be construed as a waiver of, or bar to, the exercise of such right or power on any other occasion.

The word “holder”, as used herein, shall mean the payee or other assignee of this note in possession hereof.

All obligations and agreements hereunder of the undersigned, if more than one person executes this note, shall be joint and several in all respects.

Executed under seal on the date written above.

Address:

3 Oxford Place
Webum, MA 01801

By: Daniel P. Scally
SMALL BUSINESS CAPITAL CORP.
PROMISSORY NOTE

$9,000.00

ACCOUNT # BS 5012 11K
Date: August 6, 1997

FOR VALUE RECEIVED, I Daniel P. Scalley, President of Small Business Capital Corporation, the undersigned, promises to pay on demand to the order of Marina M. Yapoujian, president of Bay State Business Services the holder at Medford, Massachusetts, the sum of $9,000.00 (Nine thousand and 00/100) dollars. The holder agrees to receive discount fee of $750.00 per month for two (2) months. The full amount of the principal thereof in the amount of $9,000.00 herein shall be payable on October 6, 1997. (Allow three business days for check processing)

Any deposits or other sums at any time credited by or due from the holder to any of the undersigned, or any endorser or guarantor hereof, and any securities or other property, real or personal, of any of the undersigned, or any such endorser or guarantor hereof, in possession of the holder, may at any and all times be held and treated as security for the payment and performance of the note. The holder may apply or set off such deposit or other sums against any payment due hereunder at any time.

The undersigned will pay on demand all costs and expense of collection, including reasonable attorneys' fees, incurred or paid by the holder in enforcing the note on default. After default, interest shall accrue at the rate of 15% per annum.

Each of the undersigned, and each endorser and guarantor hereof, waives presentment, demand, notice, protest and all other forms of demand and notice, in connection with the delivery, acceptance, performance, default or enforcement of this note, and assents to the addition, substitution or release of any collateral or any other person or party primarily or secondarily liable.

No delays or omissions by the holder in exercising any right or power hereunder shall operate as a waiver of such right or power or of any other right or power. A waiver of any right or power on one occasion shall not be construed as a waiver of, or bar to, the exercise of such right or power on any other occasion.

The word "holder", as used herein, shall mean the payee or other assignee of this note in possession hereof.

All obligations and agreements hereunder of the undersigned, if more than one person executes this note, shall be joint and several in all respects.

Executed under seal on the date written above.

Address:

3 Oxford Place
Woburn, MA 01801

By: [Signature]
Daniel P. Scalley
SMALL BUSINESS CAPITAL CORP.
PROMISSORY NOTE

$2,500.00

ACCOUNT # BS 6000

Date: August 7, 1997

FOR VALUE RECEIVED, I Daniel P. Sealey, President of Small Business Capital Corporation, the undersigned, promises to pay on demand to the order of Marina M. Yapoqian, President of Bay State Business Services the holder at Medford, Massachusetts, the sum of $2,500.00 (Two thousand five hundred and 00/100) dollars. The holder agrees to receive discount fee of $194.44 per month for twelve (12) months. The full amount of the principal thereof in the amount of $2,500.00 herein shall be payable on August 7, 1998. (Allow three business days for check processing)

Any deposits or other sums at any time credited by or due from the holder to any of the undersigned, or any endorser or guarantor hereof, and any securities or other property, real or personal, of any of the undersigned, or any such endorser or guarantor hereof, in possession of the holder, may at any and all times be held and treated as security for the payment and performance of the note. The holder may apply or set off such deposit or other sums against any payment due hereunder at any time.

The undersigned will pay on demand all costs and expense of collection, including reasonable attorneys’ fees, incurred or paid by the holder in enforcing the note on default. After default, interest shall accrue at the rate if 15% per annum.

Each of the undersigned, and each endorser and guarantor hereof, waives presentment, demand, notice, protest and all other forms of demand and notice, in connection with the delivery, acceptance, performance, default or enforcement of this note, and assents to the addition, substitution or release of any collateral or of any other person or party primarily or secondarily liable.

No delays or omissions by the holder in exercising any right or power hereunder shall operate as a waiver of such right or power or of any other right or power. A waiver of any right or power on one occasion shall not be construed as a waiver of, or bar to, the exercise of such right or power on any other occasion.

The word “holder”, as used herein, shall mean the payee or other assignee of this note in possession hereof.

All obligations and agreements hereunder of the undersigned, if more than one person executes this note, shall be joint and several in all respect.

Executed under seal on the date written above.

Address:

3 Oxford Place
Woburn, MA 01801

By:

Daniel P. Sealey
SMALL BUSINESS CAPITAL CORP.
PROMISSORY NOTE

$6,000.00

ACCOUNT # BS 3027 MK
Date: September 17, 1997

FOX VALUE RECEIVED, I Daniel P. Scally, President of Small Business Capital Corporation, the undersigned, promises to pay on demand to the order of Marina M. Yapoujian, president of Bay State Business Services the holder at Medford, Massachusetts, the sum of $6,000.00(Six thousand and 00/100) dollars. The holder agrees to receive interest at 1%, per month for twelve (12) months. The full amount of the principal thereof in the amount of $6,000.00 herein shall be payable on September 17, 1998. (Allow three business days for check processing)

Any deposits or other sums at any time credited by or due from the holder to any of the undersigned, or any endorser or guarantor hereof, and any securities or other property, real or personal, of any of the undersigned, or any such endorser or guarantor hereof, in possession of the holder, may at any and all times be held and treated as security for the payment and performance of the note. The holder may apply or set off such deposit or other sums against any payment due hereunder at any time.

The undersigned will pay on demand all costs and expense of collection, including reasonable attorney's fees, incurred or paid by the holder in enforcing the note on default. After default, interest shall accrue at the rate of 1% per annum.

Each of the undersigned, and each endorser and guarantor hereof, waives presentment, demand, notice, protest and all other forms of demand and notice, in connection with the delivery, acceptance, performance, default or enforcement of this note, and waives to the addition, substitution or release of any collateral or any other person or party primarily or secondarily liable.

No delays or omissions by the holder in exercising any right or power hereunder shall operate as a waiver of such right or power or of any other right or power. A waiver of any right or power on one occasion shall not be construed as a waiver of, or bar to, the exercise of such right or power on any other occasion.

The word "holder", as used herein, shall mean the payee or other assignee of this note in possession hereof.

All obligations and agreements hereunder of the undersigned, if more than one person executes this note, shall be joint and several in all respects.

Executed under seal on the date written above.

By: [Signature]

Address:

3 Oxford Place
Woburn, MA 01801

Daniel P. Scally
SMALL BUSINESS CAPITAL CORP.
PROMISSORY NOTE

$20,000.00

ACCOUNT # BAY 1001 BM

Date: September 22, 1997

FOR VALUE RECEIVED, I, Daniel P. Scalley, President of Small Business Capital Corporation, the undersigned, promises to pay on demand to the order of Marina M. Yapoujian, President of Bay State Business Services, the holder at Medford, Massachusetts, the sum of $20,000.00 (Twenty thousand and 00/100) dollars. The holder agrees to receive discount for of $1,555.55 per month for twelve (12) months. The full amount of the principal thereof in the amount of $20,000.00 herein shall be payable on September 22, 1998. (Allow three business days for check processing)

Any deposits or other sums at any time credited by or due from the holder to any of the undersigned, or any endorser or guarantor hereof, and any securities or other property, real or personal, of any of the undersigned, or any such endorser or guarantor hereof, in possession of the holder, may at any and all times be held and treated as security for the payment and performance of the note. The holder may apply or set off such deposit or other sums against any payment due hereunder at any time.

The undersigned will pay on demand all costs and expense of collection, including reasonable attorneys' fees, incurred or paid by the holder in enforcing the note on default. After default, interest shall accrue at the rate of 15% per annum.

Each of the undersigned, and each endorser and guarantor hereof, waives presentment, demand, notice, protest and all other forms of demand and notice, in connection with the delivery, acceptance, performance, default or enforcement of this note, and assents to the addition, substitution or release of any collateral or other any other person or party primarily or secondarily liable.

No delays or omissions by the holder in exercising any right or power hereunder shall operate as a waiver of such right or power or of any other right or power. A waiver of any right or power on one occasion shall not be construed as a waiver of, or bar to, the exercise of such right or power on any other occasion.

The word "holder", as used herein, shall mean the payee or other assignee of this note in possession hereof.

All obligations and agreements hereunder of the undersigned, if more than one person executes this note, shall be joint and several in all respects.

Executed under seal on the date written above.

[Signature]

Address:

3 Oxford Place
Woburn, MA 01801

By: [Signature]

Daniel P. Scalley
SMALL BUSINESS CAPITAL CORP.
FOR VALUE RECEIVED, I Daniel P. Scalley, President of Small Business Capital Corporation, the undersigned, promises to pay on demand to the order of Maria M. Yapoijian, president of Bay State Business Services the holder at Medford, Massachusetts, the sum of $5,000.00 (Five thousand and 00/100) dollars. The holder agrees to receive discount fee of $388.89 per month for twelve (12) months. The full amount of the principal thereof in the amount of $5,000.00 herein shall be payable on September 24, 1998. (Allow three business days for check processing)

Any deposits or other sums at any time credited by or due from the holder to any of the undersigned, or any endorser or guarantor hereof, and any securities or other property, real or personal, of any of the undersigned, or any such endorser or guarantor hereof, in possession of the holder, may at any and all times be held and treated as security for the payment and performance of the note. The holder may apply or set off such deposit or other sums against any payment due hereunder at any time.

The undersigned will pay on demand all costs and expense of collection, including reasonable attorneys' fees, incurred or paid by the holder in enforcing the note on default. After default, interest shall accrue at the rate of 15% per annum.

Each of the undersigned, and each endorser and guarantor hereof, waives presentment, demand, notice, protest and all other forms of demand and notice, in connection with the delivery, acceptance, performance, default or enforcement of this note, and assents to the addition, substitution or release of any collateral or off any other person or party primarily or secondarily liable.

No delays or omissions by the holder in exercising any right or power hereunder shall operate as a waiver of such right or power or of any other right or power. A waiver of any right or power on one occasion shall not be construed as a waiver of, or bar to, the exercise of such right or power on any other occasion.

The word "holder", as used herein, shall mean the payee or other assignee of this note in possession hereof.

All obligations and agreements hereunder of the undersigned, if more than one person executes this note, shall be joint and several in all respects.

Executed under seal on the date written above.

By: Daniel P. Scalley

Address:

1 Oxford Place
Woburn, MA 01801

Daniel P. Scalley
SMALL BUSINESS CAPITAL CORP.
PROMISSORY NOTE

FOR VALUE RECEIVED, I Daniel P. Scalley, President of Small Business Capital Corporation, the undersigned, promises to pay on demand to the order of Marina M. Yangian, president of Bay State Business Services the holder at Medford, Massachusetts, the sum of $4,000.00 (Four thousand and 00/100) dollars. The holder agrees to receive discount fee of $311.10 per month for twelve (12) months. The full amount of the principal thereof in the amount of $4,000.00 herein shall be payable on September 29, 1998. (Allow three business days for check processing)

Any deposits or other sums at any time credited by or due from the holder to any of the undersigned, or any endorser or guarantor hereof, and any securities or other property, real or personal, of any of the undersigned, or any such endorser or guarantor hereof, in possession of the holder, may at any and all times be held and treated as security for the payment and performance of the note. The holder may apply or set off such deposit or other sums against any payment due hereunder at any time.

The undersigned will pay on demand all costs and expense of collection, including reasonable attorneys' fees, incurred or paid by the holder in enforcing the note or default. After default, interest shall accrue at the rate of 15% per annum.

Each of the undersigned, and each endorser and guarantor hereof, waives presentment, demand, notice, protest and all other forms of demand and notice, in connection with the delivery, acceptance, performance, default or enforcement of this note, and assents to the addition, substitution or release of any collateral or off any other person or party primarily or secondarily liable.

No delays or omissions by the holder in exercising any right or power hereunder shall operate as a waiver of such right or power or of any other right or power. A waiver of any right or power on one occasion shall not be construed as a waiver of, or bar to, the exercise of such right or power on any other occasion.

The word "holder", as used herein, shall mean the payee or other assignee of this note in possession hereof.

All obligations and agreements hereunder of the undersigned, if more than one person executes this note, shall be joint and several in all respects.

Executed under seal on the date written above.

Address:
3 Oxford Place
Woburn, MA 01801

By:

Daniel P. Scalley
SMALL BUSINESS CAPITAL CORP.
PROMISSORY NOTE

$3,500.00

ACCOUNT # 88 5014 JK
Date: September 30, 1997

FOR VALUE RECEIVED, I Daniel P. Scalley, President of Small Business Capital Corporation, the undersigned, promises to pay on demand to the order of Marina M. Yapoujian, president of Bay State Business Services the holder at Medford, Massachusetts, the sum of $3,500.00 (Three thousand five hundred and 00/100) dollars. The holder agrees to receive discount fee of $272.00 per month for twelve (12) months. The full amount of the principal thereof in the amount of $3,500.00 herein shall be payable on September 30, 1998. (Allow three business days for check processing)

Any deposits or other sums at any time credited by or due from the holder to any of the undersigned, or any endorser or guarantor hereof, and any securities or other property, real or personal, of any of the undersigned, or any such endorser or guarantor hereof, in possession of the holder, may at any and all times be held and treated as security for the payment and performance of the note. The holder may apply or set off such deposit or other sums against any payment due hereunder at any time.

The undersigned will pay on demand all costs and expense of collection, including reasonable attorneys' fees, incurred or paid by the holder in enforcing the note on default. After default, interest shall accrue at the rate of 15% per annum.

Each of the undersigned, and each endorser and guarantor hereof, waives presentment, demand, notice, protest and all other forms of demand and notice, in connection with the delivery, acceptance, performance, default or enforcement of this note, and waives to the addition, substitution or release of any collateral or off any other person or party primarily or secondarily liable.

No delays or omissions by the holder in exercising any right or power hereunder shall operate as a waiver of such right or power or of any other right or power. A waiver of any right or power on one occasion shall not be construed as a waiver of, or bar to, the exercise of such right or power on any other occasion.

The word "holder", as used herein, shall mean the payee or other assignee of this note in possession hereof.

All obligations and agreements hereunder of the undersigned, if more than one person executes this note, shall be joint and several in all respects.

Executed under seal on the date written above.

Address:

3 Oxford Place
Woburn, MA 01801

By: Daniel P. Scalley
SMALL BUSINESS CAPITAL CORP.
Exhibit 9
**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(c) for filing in this chapter 11 or chapter 9 case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims.

<table>
<thead>
<tr>
<th>Name of Creditor and Complete Mailing Address Including Zip Code</th>
<th>Name, Telephone Number and Complete Mailing Address, Including Zip Code, of Employee, Agent, or Department of Creditor Familiar with Claim Who may be Contacted</th>
<th>Nature of Claim (Trade Debt, Bank Loan, Government Contract, etc.)</th>
<th>Indicate if Claim is Contingent, Unliquidated, Disputed, or subject to Setoff</th>
<th>Amount of Claim (If Secured also State Value of Security)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Arman Chitchian, 79 Brandeis Street, Newton MA 02159</td>
<td>Phone: Arman Chitchian, 79 Brandeis Street, Newton MA 02159</td>
<td>D $ 520,554.61</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Marina Yaroujian, 500 Salem Street, Suite 804, Medford MA 02155</td>
<td>Phone: Marina Yaroujian, 500 Salem Street, Suite 804, Medford MA 02155</td>
<td>D $ 476,024.39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Alese B. Clark, Esq., 26 Patton Street, Billerica MA 01821</td>
<td>Phone: Alese B. Clark, Esq., 26 Patton Street, Billerica MA 01821</td>
<td></td>
<td></td>
<td>$ 38,000.00</td>
</tr>
<tr>
<td>4 Boston Factors, 3 Oxford Place, Woburn MA 01801</td>
<td>Phone: Boston Factors, 3 Oxford Place, Woburn MA 01801</td>
<td></td>
<td></td>
<td>$ 22,600.00</td>
</tr>
</tbody>
</table>
**LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**

<table>
<thead>
<tr>
<th>Name of Creditor and Complete Mailing Address Including Zip Code</th>
<th>Name, Telephone Number and Complete Mailing Address, Including Zip Code of Employee, Agent, or Department of Creditor Familiar with Claim Who may be Contacted</th>
<th>Nature of Claim (Trade Debt, Bank Loan, Government Contract, etc.)</th>
<th>Indicate if Claim is Contingent, Unliquidated, Disputed, or Subject to Setoff</th>
<th>Amount of Claim (If Secured also State Value of Security)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Internal Revenue Service Special Proc. Function stop 20800 P.O. Box 9112 Boston MA 02205</td>
<td>Phone: Internal Revenue Service Special Proc. Function stop 20800 P.O. Box 9112 Boston MA 02205</td>
<td>Judgment Lien</td>
<td>Value: $0.00</td>
<td>Not Unsecured: $15,000.00</td>
</tr>
<tr>
<td>6 Mass. D.O.R. Bankruptcy Unit P.O. Box 9484 Boston MA 02205</td>
<td>Phone: Mass. D.O.R. Bankruptcy Unit P.O. Box 9484 Boston MA 02205</td>
<td></td>
<td></td>
<td>$4,343.43</td>
</tr>
<tr>
<td>7 Friedman &amp; Atherton 53 State Street Boston MA 02108</td>
<td>Phone: Friedman &amp; Atherton 53 State Street Boston MA 02108</td>
<td></td>
<td></td>
<td>$1,913.91</td>
</tr>
<tr>
<td>8 Bell Atlantic P.O. Box 28007 Lehigh PA 18002-8007</td>
<td>Phone: Bell Atlantic P.O. Box 28007 Lehigh PA 18002-8007</td>
<td></td>
<td></td>
<td>$392.69</td>
</tr>
<tr>
<td>9 Federal Express Revenue Recovery 2650 Thousand Oaks Blvd #118 2650 Thousand Oaks Blvd #118</td>
<td>Phone: Federal Express Revenue Recovery</td>
<td></td>
<td></td>
<td>$255.75</td>
</tr>
<tr>
<td>10 Arbella Prot. Ins. Co. P.O.Box 8190 Boston MA 02066-8190</td>
<td>Phone: Arbella Prot. Ins. Co. P.O.Box 8190 Boston MA 02066-8190</td>
<td></td>
<td></td>
<td>$180.36</td>
</tr>
<tr>
<td>11 A.T.T. P.O.Box 2971 Omaha NE 68103-2971</td>
<td>Phone: A.T.T. P.O.Box 2971 Omaha NE 68103-2971</td>
<td></td>
<td></td>
<td>$153.75</td>
</tr>
<tr>
<td>12 Pagenet P.O.Box 530721 Atlanta GA 03053-0721</td>
<td>Phone: Pagenet P.O.Box 530721 Atlanta GA 03053-0721</td>
<td></td>
<td></td>
<td>$113.26</td>
</tr>
</tbody>
</table>
LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION

Daniel P. Scolley, President of the Corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing List of Creditors Holding Twenty Largest Unsecured Claims and that they are true and correct to the best of my knowledge, information and belief.

Date: 7/26/02

Signature Name: Daniel P. Scolley
Title: President