United States Bankruptcy Court Dis' ` of IDAHO

PROOF OF CLAIM

Name of Debtor PAN TRANS INC. SHOP

Case Number 99-41879 -13

SPACE IS FOR COURT USE ONLY

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

Name of Creditor (The person or other entity to whom the debtor owes money or property):

Les Schwab Tire Centers of IDAHO, Inc.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bancruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

Name and address where notices should be sent:
Les Schwab Tire Centers of IDAHO, Inc.
P.O. Box 667
Prineville, OR 97754
Telephone number: (541) 416-5313

Account or other number by which creditor identifies debtor:

92 - 00823
7/23/1999-

Check here if this claim
☐ replaces
☐ amends
a previously filed claim, dated:_____

1. Basis for Claim

☒ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other _____

☐ Retiree benefits as defined in 11 U.S.C. § 114(a)
☐ Wages, salaries, and compensation (fill out below)

Your SS #: _____ _____ _____

Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. Date debt was incurred: 7/23/1999

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $1,628.06

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.

☐ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:
☐ Real Estate
☐ Motor Vehicle
☐ Other _____

Value of Collateral: $327.60

Amount of arrearage and other charges at time case filed included in secured claim, if any: $1,628.06

6. Unsecured Priority Claim.

☐ Check this box if you have an unsecured priority claim

Amount entitled to priority $.00

Specify the priority of the claim:
☐ Wages, salaries, or commissions (up to $4,300),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
☐ Up to $1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____).

** Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. Supporting Documents: *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

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Date December 22, 1999

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

LES SCHWAB TIRE CENTERS OF IDAHO, INC.
Ponda Maden, Bankruptcy Administrator

Ponda Maden

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

Tires LES SCHWAB

LES SCHWAB TIRE CENTER
421 BLUE LAKES BLVD. N.
TWIN FALLS, ID. 83301 0000
208-734-7555

Northwest's Largest Independent Tire Dealer

527365

SOLD TO:
PAN TRANS INC. SHOP
1845 OSTERLOG AVE
PO BOX 5151
TWIN FALLS ID 83303

ACCT	92 00823	INVOICE	218474
DATE	07-23-1999	TIME	1:15:15 PM

SOLD BY	TRANSACTION TYPE	WORK ORDER #	CUSTOMER PO #	LICENSE	MILEAGE	YEAR / MAKE / MODEL
DA	CHARGE	123258				

QTY.	PRODUCT CODE	PRODUCT DESCRIPTION	PRICE	FET	AMOUNT
2	00000436	USED TRUCK TIRE & LARGER SALES	125.00		250.00
		TRUCK NO. 106 PER KARL FOUR TIRES SENT IN FOR RECAPPING PER FALCONBURG			

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.
SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR LES SCHWAB MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.
Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement contained on the reverse side hereof.

PURCHASER X

SALES TAX	12.50
DISPOSAL TAX	.00
TOTAL	262.50

OFFICE COPY

Tires LES SCHWAB

LES SCHWAB TIRE CENTER
421 BLUE LAKES BLVD. N.
TWIN FALLS, ID. 83301 0000
208-734-7555

Northwest's Largest Independent Tire Dealer

527366

SOLD TO:
PAN TRANS INC. SHOP
1845 OSTERLOG AVE
PO BOX 5151
TWIN FALLS ID 83303

ACCT	92 00823	INVOICE	218475
DATE	07-23-1999	TIME	1:16:28 PM

SOLD BY	TRANSACTION TYPE	WORK ORDER #	CUSTOMER PO #	LICENSE	MILEAGE	YEAR / MAKE / MODEL
DA	CHARGE	123259				

QTY.	PRODUCT CODE	PRODUCT DESCRIPTION	PRICE	FET	AMOUNT
2	00000436	USED TRUCK TIRE & LARGER SALES TIRES PUT ON SPREAD AXLE TRAILER PER KARL ONE TIRE SENT IN TO BE RECAPPED LP22.5	160.00		320.00

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.
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PURCHASER X

SALES TAX	16.00
DISPOSAL TAX	.00
TOTAL	336.00

OFFICE COPY

Northwest's Largest Independent Tire Dealer

528501

LES SCHWAB TIRE CENTER
421 BLUE LAKES BLVD. N.
TWIN FALLS, ID. 83301 0000
208-734-7555

SOLD TO:
PAN TRANS INC. SHOP
1845 OSTERLOH AVE
PO BOX 5151
TWIN FALLS ID 83303 5151

ACCT	92 00823	INVOICE	219609
DATE	08-05-1999	TIME	4:45:25 PM

SOLD BY	TRANSACTION TYPE	WORK ORDER #	CUSTOMER PO #	LICENSE	MILEAGE	YEAR / MAKE / MODEL
DA	CHARGE	124451				

QTY.	PRODUCT CODE	PRODUCT DESCRIPTION	PRICE	FET	AMOUNT
4	20051992	285/75R-24.5 PC-25 #8 RETREAD	105.00		420.00
		FALCONBURG TIRES CAPPING OKED BY KARL			

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PURCHASER X

SALES TAX	21.00
DISPOSAL TAX	.00
TOTAL	441.00

OFFICE COPY

Pd 8-9-99

Tires LES SCHWAB

Northwest's Largest Independent Tir ealer

Les Schwab Tire Center
421 Blue Lakes Blvd. N.
Twin Falls, ID 83301

	CUSTOMER NO.	INVOICE NO.
92–	823	54891
	DATE 8-9-99	MILEAGE

NAME PAN TRANS, INC.

ADDRESS

CHARGE	CASH	R.O.A.	OTHER CREDIT	PAID OUT	INTER-STORE			SOLD BY	CUSTOMER P.O. #	LICENSE NO.
X	2	3	4	5	BT	MT	OT	D.		

QUAN.	PRODUCT CODE	SIZE	DESCRIPTION	PRICE	AMOUNT
8	436	11R24.5	USED RADIAL TIRES	150.00	450.00
3	0695740		Mounts & Dismounts	FED. TAX 10.00	30.00
			WHEEL BALANCE		
		per CARL	VALVE STEMS		
			STUDS		
DOT					

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PURCHASER X Carl

SALES TAX	22.50
DISPOSAL TAX	
TOTAL	502.50

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.

OFFICE COPY

Customer` 92-00823 30 DAY ACCOUNT OPEN ACCOUNT
PAN TRANS INC. SHOP RED TAG
1845 OSTERLOH AVE PAY BY INVOICE
PO BOX 5151
TWIN FALLS ID 83303
SS# 518-47-9401 Since 0799
PH# 734-5642 Fax#
DRL# HA116349A
Business Contact TANYA-A/P
Sales Tax Exempt No.
CLOSED ACCOUNT NO MORE CHARGES

Co-Applicant Relation ( )
00000
SS# PH#
Co-Signer Acct# 00000 Rel Date
00000
SS# PH#
Previous Address Since
00000
Employer Since Salary 0
Work Phon
Message P
Last Application Update

INT/AGE THIS ACCOUNT IS 4 MONTHS PAST DUE

Credit Limit	COD Pts	Credit Limit Set 10/23/1999 OVER CREDIT			$1651
Present Bal	1651.49	Date		Prior Bal	1651.49
High Balance	1651	Date Last Sale	9/07/1999	Curr Chgs	.00
Customer Pay Day	00	Date Opened	7/23/1999	Curr Crdts	.00
Equal Pmt Ba	.00	Equal Pmt Amt	.00	Payment Due	1651.49

*** ACCOUNT HISTORY ***

CURR 1 PART 1 MO 1 2 MO 1 3 MO 1 4 MO 1 5 MO

MICHELLE IS A/PVLADIMIR PANOUICHKINE IS OWNER**
CHECKING ACCTS AT US BANK, AND WELLS FARGO

Transfer from
C) P) 1) 2) 3) 4)

Date	Inv#	Type	Qty	Amount	LSP Code	Product Description	Balance
7/23/1999	218474	CHG	2	250.00	4-36	USED TRUCK TIRE	
		CHG	1	12.50	2-21	IDAHO SALES TAX	
		COMMENTS:		TRUCK NO. 106 PER KARL FOUR TIRES SENT IN FOR RECAPPING PER FALCONBURG			
		Inv Total		262.50			262.50
7/23/1999	218475	CHG	2	320.00	4-36	USED TRUCK TIRE	
		CHG	1	16.00	2-21	IDAHO SALES TAX	
		COMMENTS:		TIRES PUT ON SPREAD AXLE TRAILER PER KARL ONE TIRE SENT IN TO BE RECAPPED LP22.5			
		Inv Total		336.00			598.50
8/05/1999	219609	CHG	4	420.00	200-519-92	285/75R-24.5	
		CHG	1	21.00	2-21	IDAHO SALES TAX	
		COMMENTS:		FALCONBURG TIRES CAPPING OKED BY KARL			
		Inv Total		441.00			1039.50
8/09/1999	54891	CHG	3	450.00	4-36	USED TRUCK TIRE	
		CHG	3	30.00	6-957-40	DM-OUT+SPR+D.O.	
		CHG	1	22.50	2-21	IDAHO SALES TAX	
		Inv Total		502.50			1542.00
8/28/1999		SVC		19.29		1 MTH PAST DUE	
		Inv Total		19.29			1561.29
9/07/1999	222531	CHG	1	20.00	6-961-28	MIN SVCE CALL R	
		Inv Total		20.00			1581.29
9/28/1999		SVC		23.34		2 MTHS PAST DUE	
		Inv Total		23.34			1604.63
10/28/1999		SVC		23.43		3 MTHS PAST DUE	
		Inv Total		23.43			1628.06

Customer 92-00823 30 DAY ACCOUNT OPEN ACCOUNT
PAN TRANS INC. SHOP RED TAG
1845 OSTERLOH AVE PAY BY INVOICE
PO BOX 5151
TWIN FALLS ID 83303
SS# 518-47-9401 Since 0799
PH# 734-5642 Fax#
DRL# HA116349A
Business Contact TANYA-A/P
Sales Tax Exempt No.
CLOSED ACCOUNT NO MORE CHARGES

Co-Applicant Relation ( )

00000
SS# PH#
Co-Signer Acct# 00000 Rel Date

00000
SS# PH#
Previous Address Since

00000

Employer Since Salary 0

Work Phon
Message P
Last Application Update

INT/AGE THIS ACCOUNT IS 4 MONTHS PAST DUE

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Equal Pmt Ba	.00	Equal Pmt Amt	.00	Payment Due	1651.49

*** ACCOUNT HISTORY ***

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		Inv Total		23.34			1604.63
10/28/1999		SVC		23.43		3 MTHS PAST DUE	
		Inv Total		23.43			1628.06

BACK OF RETAIL CREDIT APP.

V. I agree to pay Seller for all purchases made by me and by others I have allowed to make purchases under this Agreement. When I have a balance due Seller, Seller will bill me after the 25th of each month for all previous unpaid purchases. The monthly statement will set forth my total unpaid balance and my minimum monthly payment if applicable. Before the 10th day of each month following purchase, I agree to pay Seller either the total unpaid balance or the applicable specified minimum monthly payment as follows:

IF ENDING BALANCE IS:	MINIMUM MONTHLY PAYMENT IS:	IF ENDING BALANCE IS:	MINIMUM MONTHLY PAYMENT IS:
$ 0.01 - 10.00	BALANCE	$ 250.01 - 500.00	$ 50.00
$ 10.01 - 50.00	$ 10.00	$ 500.01 - 1,500.00	$ 75.00
$ 50.01 - 100.00	$ 15.00	$ 1,500.01 - 2,500.00	$150.00
$ 100.01 250.00	$ 25.00	OVER $2,500.00	1/3 Balance

☐ 1/10 of the original purchase price or 1/10 the monthly statement balance, whichever is greater (or as otherwise agreed); plus monthly FINANCE CHARGE on the outstanding purchase price on a revolving basis.

☐ If I pay for purchases within 90 days of the purchase date, FINANCE CHARGES added to the unpaid balance will be refunded. If I do not pay for the purchases within 90 days of the date of purchase, Seller will add a FINANCE CHARGE to my account beginning as of the billing date shown on the monthly statement for the month in which Buyer made the oldest purchase.

VI. If no box is checked, I will pay under the provision of the first option.

VII. Seller will compute the **FINANCE CHARGE** as follows (except Montana Les Schwab Tire Centers): Seller will take the beginning balance of my account each day, add any new purchases, and subtract any payments or credits and any unpaid **FINANCE CHARGES.** This gives Seller the daily balance. Then, Seller will add all the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives Seller the average daily balance. Seller will then multiply my average daily balance by the periodic rate of 1 1/2 percent per month, which is an **ANNUAL PERCENTAGE RATE** of 18.0 percent. Montana Les Schwab Tire Centers compute the **FINANCE CHARGE** by applying the periodic rate to the ending balance of my account (less current purchases). My **FINANCE CHARGE** is the greater of that product or $0.50 per month. I may pay the total unpaid balance at any time without any prepayment penalty.

VIII. I will not be required by Seller to pay any annual, periodic, membership, maintenance fee, and/or transaction charge for the issuance or availability of Seller's consent to grant credit to me. I agree to pay return check fees to the fullest extent allowable by applicable state law assessed by Seller for any and all of my checks returned to Seller for any reason whatsoever. The ret check fee will appear as a charge on the monthly statement in the month the check is returned to Seller. I agree to pay Seller's administrative costs (postage and handling fees, telepho expense, correspondence fees, photocopy expense or other costs) incurred. These costs may be assessed annually.

IX. My payments will be applied as follows:

A. First, to any applicable **FINANCE CHARGE.**

B. Then, to items first purchased.

C. If I buy more than one item at the same time, the lowest priced item will be paid first.

D. All down payments will be applied to services rendered and then to items purchased simultaneously with the down payment.

X. I agree all items purchased under this Agreement are for personal, family, household use.

XI. If I fail to perform as agreed, if Seller reasonably deems itself insecure, or if I am otherwise in default, Seller may take any action allowed under applicable law including without limitations:

A. Seller may declare everything I owe immediately due and payable without further notice. If notice is required, notice shall be deemed reasonable if it is mailed at least 10 days in advance by registered or certified mail to my last address I have provided to Seller in writing.

B. Seller may take back any goods under this Agreement. Seller may enter my driveway, garage or similar property without further permission from me.

C. I agree to pay all fees, costs and expenses of collections, and/or fees, costs and expenses of restocking, special order, repossessing the goods, selling them, and all fees, costs and expenses of any other efforts to collect what I owe to the fullest extent allowed under applicable law.

D. I agree to pay Seller's attorney fees, costs and expenses, whether or not there is a lawsuit, and I agree to pay Seller's attorney fees, court costs and expenses, both at trial and on appeal to the fullest extent allowed under applicable law.

XII. All remedies shall be cumulative. Failure of Seller to exercise a remedy shall not waive that remedy.

XIII. Seller may change the terms of this Agreement including, but not limited to, the **FINANCE CHARGE**, and the applicable **ANNUAL PERCENTAGE RATE** or **RATES**, the method of figuring the balance on which the **FINANCE CHARGE** is applied, the minimum monthly payment required, the closing date and length of the monthly billing cycle, by mailing a notice of the change to me as may then be required by applicable law.

XIV. If you are a Les Schwab employee purchasing under the Les Schwab Retail Credit Plan and are employed in the states of Oregon, Washington, Idaho or Nevada, the following applies:

All Unpaid Balances Are Due And Payable Immediately Upon Termination Of Employment. I understand and agree that if my employment with Les Schwab terminates, for any reason, any unpaid balance on this Retail Credit Plan will become immediately due and payable, even if such balance would not otherwise be due. I also understand and agree that Les Schwab, as my employer, may withhold from my final pay check or other compensation due and owing, the entire unpaid balance due on this account.

EXCEPT AS EXPRESSLY SET FORTH IN WRITING AND SIGNED BY SELLER, SELLER PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF FITNESS OR MERCHANTABILITY, FOR ANY GOODS OR SERVICES AND THE EXPRESS WARRANTIES PROVIDED SHALL BE IN LIEU OF ANY OTHER SUCH WARRANTIES. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES OF ANY NATURE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN THE EVENT OF DEFAULT, ALL PROVISIONS OF SELLER'S WARRANTIES BECOME NULL AND VOID.

See reverse side of customer copy hereof for important information regarding your right to dispute billing errors.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF; RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.