

EXHIBIT B



POORMAN-DOUGLAS CORPORATION
10300 SW Allen Boulevard
Beaverton, OR 97005
Phone: 503-350-5800
Fax: 503-350-5890

BANKRUPTCY SERVICES AGREEMENT

This Bankruptcy Services Agreement (hereinafter referred to as "Agreement"), dated May 6, 2004, is between Poorman-Douglas Corporation (hereinafter referred to as "PDC") and DT Industries, Inc. (hereinafter referred to as the "Client").

The Client desires to retain PDC to perform certain noticing and claims processing administration services for the Client, and PDC desires to be so retained, in accordance with the terms and conditions of this Agreement.

THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. NATURE AND SCOPE OF SERVICES BY PDC: PDC agrees to provide the services necessary to perform the tasks specified in the Bankruptcy Processing Fee Schedule that has been supplied to the Client and which has been attached hereto as Exhibit "A".

2. TERM: This agreement shall be effective from the date upon which it is accepted by PDC as set forth below and shall remain in force until terminated by the Client on one (1) month's prior written notice received by PDC or by PDC upon three (3) months' prior written notice received by the Client.

3. PAYMENT FOR SERVICES AND EXPENSES: Client shall pay PDC based upon the Fee Schedule attached as Exhibit "A". Further, the Client shall reimburse PDC for all out-of-pocket expenses reasonably incurred by PDC in connection with the performance of the services. Invoices will be generated every 30 days unless the amount is such that it does not warrant an invoice until the next billing cycle. Client may request an invoice from PDC at any point in time. Client agrees to pay all invoices within 30 days of receipt through wire transfer, check, or other payment method approved in writing in advance by PDC. Invoices unpaid after thirty days from the date rendered shall be subject to an interest charge at the maximum allowable rate. PDC reserves the right to withhold reports and materials of the Client found to have delinquent accounts under the terms of this Agreement.

Client agrees to pay PDC a retainer of \$1,000 to be applied to the final billing. PDC shall not be obligated to pay any interest on the security deposit and may commingle the security deposit with PDC's funds. Upon expiration or earlier termination of this Agreement, the security deposit shall be applied to any outstanding obligations of Client, after archiving or other court-ordered service and any balance shall be returned to Client. PDC requires advance deposits for all noticing, newspaper publishing or other significant expenditures (as defined by PDC).

4. CONFIDENTIAL INFORMATION: In connection with this Agreement, the Client and PDC may disclose to each other certain information which is marked, otherwise identified, or should be recognizable as being confidential in nature. Both the Client and PDC shall hold all Confidential Information in confidence and will use such information only for the purposes of fulfilling the receiving party's obligations hereunder and for no other purpose. Neither party shall disclose, provide, disseminate or otherwise make available any Confidential Information to any third party other than for the purposes of fulfilling their respective obligations hereunder without the express written permission of the disclosing party. PDC has the right and obligation to disclose any information which is considered part of the public record and would be the right and obligation of the Bankruptcy Clerks Office to disclose.

5. NOTICES: All notices, demands and other communications hereunder shall be in writing, and shall be deemed duly given if delivered in person or sent by reputable overnight courier service, registered or certified U.S. mail, return receipt requested, addressed as follows:

If to PDC: Poorman-Douglas Corporation
Attn: Bankruptcy Department
10300 SW Allen Boulevard
Beaverton, OR 97005

If to Client: DT Industries, Inc.
c/o Julie Brand
Katten Muchin Zavis & Rosenman
2029 Central Park E
Ste 2600
Los Angeles, CA 90067

6. RETURN OF CLIENT PROPERTY: On termination of this Agreement, or at any time the Client so requests, PDC will deliver immediately to the Client all property belonging to the Client and all material constituting Confidential Information, including any Copies in PDC's possession.

7. STORAGE: Client shall assume the risks and PDC shall not be responsible for any damages, liability or expenses incurred in connection with any delay in delivery of or damage to cards, disks, magnetic tapes or any input data furnished by Client unless PDC has agreed in writing to assume such responsibility. Forms storage at PDC beyond a normal 90-day supply will be billed at standard warehousing rates established by PDC.

8. SUPPLIES: All supplies shall be furnished at the Client's expense.

9. WARRANTY: The PDC warranty under this Agreement shall be limited to the re-running, at its expense, of any inaccurate reports provided that such inaccuracies were caused solely as a result of PDC performance hereunder and provided further that PDC shall receive written notice of such inaccuracies within thirty (30) days of delivery of such report. If said notice is not made to PDC within the prescribed time limit Client is due and liable for all charges. Client agrees that the foregoing constitutes the exclusive remedy available to it.

10. TERMS OF AGREEMENT: The terms of this Agreement prevail over any and all terms contained in Client's purchase order or authorization, and no waiver, discharge, or modification of the terms of this Agreement shall bind PDC unless in writing and signed by an authorized representative of PDC.

11. LIMITATION OF LIABILITY: Client agrees that the foregoing warranty is in lieu of all other warranties, express or implied. Client further agrees that PDC will not be responsible or liable to Client or any other person claiming through or under Client for any expense of any kind whatsoever or for any lost profits or damages of any kind unless it is proved that such expenses, lost profits or other damage was due to the willful neglect or willful default of PDC or its own servants. In no event will PDC be liable for loss of business or other consequential damages even if PDC has been advised of the possibility of such damage.

12. OWNERSHIP OF PROGRAMS: Unless otherwise agreed in writing, all programs developed by PDC in connection with any services to be performed under this Agreement shall remain the sole property of PDC. All programs and/or systems documentation in the possession of PDC which PDC has agreed in writing to return to the Client, prepared for the Client by PDC, shall be returned to the Client upon demand providing all charges for such programming and/or systems documentation have been paid in full.

13. UNUSUAL MEASURES: Where the Client requires measures that are unusual and beyond normal business practice of PDC such as, but not limited to, CPA Audit, Errors and Omissions Insurance, and/or Off Premises Storage of

Data, the cost of such measures, if provided by PDC, shall be charged to the Client. Said charges may be required in advance if PDC deems it appropriate.

14. GENERAL: The terms and conditions of the Agreement may be modified by PDC upon three (3) months' prior written notice to Client. Client will not employ any PDC employee within two years from the termination of this Agreement. The term "this Agreement" as used herein includes any future written amendments, modifications, supplements or schedules duly executed by Client and PDC.

15. EQUAL EMPLOYMENT OPPORTUNITY: The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.4, the affirmative action clause for handicapped workers, set forth in 41 CFR 60-741.4, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this agreement. By accepting this agreement, vendor certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

This agreement will be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

PDC Company Approval:

By: _____

Title _____ Date _____

By: _____

Title _____ Date _____

Accepted and Approved:

By: **DT Industries, Inc.**

Signature: _____

Title _____ Date _____

NOTE: Company approval is required before Agreement is binding

Exhibit "A"

Bankruptcy Processing Fee Schedule

Set-Up

Creditor Data Provided in Electronic Format \$ **Waived**

Notice Printing and Mailing

Notices Printed and Mailed – First Image
Includes printing, materials, and inserting \$.15 Per Notice
Additional Images \$.09 Per Page

Consulting and Claims Docketing Hourly Rates

Client Services:

Manager \$ 225.00
Associates \$125.00 to \$175.00

Technical Support (Programming) \$125.00
Case Manager/Notice Coordinator \$135.00
Claims Processors \$ 67.50
Clerical Support \$ 37.50-57.50

Reports

Printed Reports \$.15 Per Page
Web Presented Reports \$ 75.00 Per Report

Monthly Data Storage

Creditor Records \$.05 Per Creditor
Images \$.03 Per Image
Document Storage \$ **Waived**

OPTIONAL SERVICES

Toll Free Customer Support

One Time Voice Response Unit Set-Up	\$1,000.00
Message Recording Fee	\$ 250.00
Voice response Unit	\$.39 Per Minute (Plus Line Charges)
Transcription of Messages	\$.80 Per Transcription
Live Operator Support	\$ 75.00 Per Hour
Monthly Minimum	\$ 200.00 Per Month

Website Services

Set-up	\$ Quoted
Post Document	\$ 50.00 Each
Maintenance	\$ 150.00 Per Hour

Newspaper Notice Publishing

Quoted Upon Request

Disclosure Statement and Reorganization Plan

Quoted Upon Request

Balloting Tabulation

Hourly Rates

Disbursements

W-9 or 1099	\$.90 Each
Issuance of Checks	\$ 1.25 Per Check

Labels/Imaging/Copies/Miscellaneous

Imaging	\$.25 Per Image
Copies	\$.15 Per Copy
CD Creation	\$ Quoted
Faxes	\$.25 Per Page

DEPOSITS

Fees for mailings and newspaper publishing will be estimated and paid in advance of the mailing or publication.

A retainer deposit is required that will be applied to the final billing.