

**EXHIBIT B**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION - DAYTON**

in re: ) Chapter 11  
 )  
DT INDUSTRIES, INC., et al.<sup>1</sup> ) Case No. 04-\_\_\_\_\_  
 ) (Jointly Administered)  
Debtors. )  
 ) Honorable \_\_\_\_\_

**AFFIDAVIT OF KENNETH E. NAGLEWSKI IN SUPPORT OF DEBTORS'  
APPLICATION FOR ORDER AUTHORIZING DEBTORS TO RETAIN  
FOCUS MANAGEMENT GROUP USA, INC. AS FINANCIAL ADVISOR**

I, Kenneth E. Naglewski, declare as follows:

I am a Principal of Focus Management Group, USA, Inc. ("Focus"), a financial advisory services firm conducting business throughout the country. I submit this Declaration on behalf of Focus (the "Affidavit"). I submit this Affidavit in support of the Application for Order Authorizing Debtors to Retain Focus Management Group USA, Inc. as Financial Advisor (the "Application") in these chapter 11 cases, pursuant to section 327(a) and 328(a) of title 11 of the United States Code (the "Bankruptcy Code") and in compliance with section 504 of the Bankruptcy Code and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"). Except as otherwise noted, I have personal knowledge of the matters set forth herein.

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<sup>1</sup> The other debtors and debtors-in-possession include the following: Vanguard Technical Solutions, Inc., Mid-West Automation Enterprises, Inc., Mid-West Automation Systems, Inc., Assembly Technology and Test, Inc., Detroit Tool and Engineering Company, Advanced Assembly Automation, Inc., Assembly Machines, Inc., Hansford Manufacturing Corporation, DTI Leominster Subsidiary, Inc., DTI Pennsylvania Subsidiary, Inc., DTI Massachusetts Subsidiary, Inc., DTI Lebanon Subsidiary, Inc., and DT Resources, Inc.

1. In connection with the preparation of this Affidavit, Focus professionals conducted a review of its contacts with the above captioned debtors and debtors in possession (collectively, the "Debtors"), their affiliates and certain entities holding large claims against, or interests in, the Debtors that were reasonably known to Focus. Focus's review, completed under my supervision, consisted of a review of (a) the Debtors; (b) the Debtors' pre-petition secured lenders, Bank of America, National Association and other participating banks in the bank group; (c) the Debtors' directors and officers; (d) the Debtors' other professionals; and (e) the Debtors' top twenty unsecured creditors.

2. Based on the results of its review, Focus does not have a relationship with any of the parties referred to in the paragraph above in matters related to these proceedings. Paul Porter of Focus Management Group, in a former capacity with a financial institution, underwrote and syndicated a loan in favor of DT industries approximately nine years ago. The loan has since been satisfied; therefore, his prior involvement does not represent a conflict of interest.

3. Focus is not a "creditor" of any of the Debtors within the meaning of § 101(10) of the Bankruptcy Code.

4. To the best of my knowledge, no one within Focus generally has any connection to the United States Trustee or any person employed in the Office of the United States Trustee in this District.

5. As such, to the best of my knowledge, Focus is a "disinterested person" as that term is defined in § 101(14) of the Bankruptcy Code, as modified by § 1107(b) of the Bankruptcy Code, in that Focus:

- (a) is not a creditor, equity security holder or insider of the Debtors;
- (b) is not and was not an investment banker for any outstanding security of the Debtors;

- (c) has not been, within three years before the date of the filing of the Debtors' chapter 11 petitions, (i) an investment banker for a security of the Debtors or (ii) an attorney for such an investment banker in connection with the offer, sale, or issuance of a security of the Debtors; and
- (d) was not, within two years before the date of filing of the Debtors' chapter 11 petitions, a director, officer, or employee of the Debtors or of any investment banker as specified in subparagraph (b) or (c) of this paragraph.

In addition, to the best of my knowledge, and based upon the results of the relationship search described above and disclosed herein, Focus neither holds or represents an interest adverse to the Debtors within the meaning of § 327(a) of the Bankruptcy Code.

6. If any new relevant facts or relationships are discovered or arise, Focus will promptly file a Bankruptcy Rule 2014(a) Supplemental Declaration.

#### **Professional Compensation**

7. Subject to Court approval, and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, applicable United States Trustee guidelines and the local rules of this District, Focus will seek payment for compensation on an hourly basis, plus reimbursement of actual and necessary expenses incurred by Focus. Focus's customary hourly rates as charged in bankruptcy and non-bankruptcy matters of this type by the professionals assigned to this engagement are outlined in the Application for the employment of Focus. These hourly rates are adjusted periodically. Such rate adjustments will be disclosed to this Court and the Debtors.

8. According to Focus's books and records, during the ninety (90) day period prior to the Debtors' petition date, Focus received \$146,804.53 from the Debtors for professional services performed and expenses incurred. All such amounts received were for services performed during the relevant time period and were paid in accordance with the consulting agreement attached to the Application. Further, Focus has received unapplied retainers from the

Debtors in the amount of \$175,000.00. The Debtors and Focus have agreed that any portion of the retainer not used to compensate Focus for its pre-petition services and expenses will be applied against its final post-petition fee application and will not be placed in a separate account.

9. To the best of my knowledge, (a) no commitments have been made or received by Focus, nor any employee thereof, with respect to compensation or payment in connection with these cases other than in accordance with the provisions of the Bankruptcy Code; and (b) Focus has no agreement with any other entity to share with such entity any compensation received by Focus in connection with these chapter 11 cases.

s/ Kenneth E. Naglewski  
Kenneth E. Naglewski

SWORN TO AND SUBSCRIBED before  
me this 12th day of May, 2004.

s/ Barbara B. Piatt  
Notary Public  
My Commission Expires: April 1, 2007