

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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| In re INACOM CORP., et al., ¹ Debtors. |)))))))))) | Chapter 11 Case Case No. 00-2426 (PJW) Jointly Administered Objection Deadline: August 4, 2003 at 4:00 p.m. E.T. Hearing Date: September 19, 2003 at 9:30 a.m. E.T. |
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**FINAL FEE APPLICATION OF MARTIN WOLF ASSOCIATES
INCORPORATED, FOR COMPENSATION FOR SERVICES RENDERED AS
CONSULTANT FOR DEBTORS FOR THE PERIOD FROM
NOVEMBER 1, 2000, THROUGH JUNE 8, 2003**

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| Name of Applicant: | Martin Wolf Associates Incorporated |
| Authorized to Provide Professional Services to: | Debtors and Debtors-in-possession |
| Date of Retention: | Order Granting Retention entered November 1, 2000 |
| Period for which Compensation and Reimbursement is Sought: | November 1, 2000, through June 8, 2003 |
| Amount of Compensation Sought as Actual, Reasonable and Necessary: | \$414,708 |
| Amount of Expense Reimbursement Sought as Actual, Reasonable and Necessary: | 0 |

This is an: interim final application quarterly

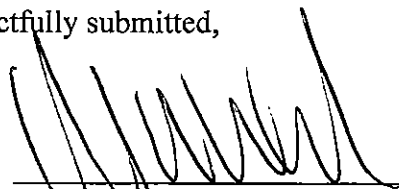
¹ The Debtors are the following entities: InaCom Corp.; InaCom Latin America; InaCom Solutions, Inc.; InaCom Communications, Inc.; Inacom Financial Services, Inc.; Perigee Communications, Inc.; Networks, Inc.; Gorham Clark, Inc.; InaCom International, Inc.; InaCom Tennessee, Inc.; InaCom Professional Services, Inc.; Kure Associates, Inc.; Office Products of Minnesota, Inc.; Boston Computer Exchange Corporation; PC Technical Services, Inc.; Vanstar Corporation; Computerland International Development, Inc.; Computerport World Trade, Inc.; Vanstar International Corporation; VST West, Inc.; VST Illinois, Inc.; VSTNC Y, Inc.; Cland Tex, Inc.; InaCom Government Systems, Inc.; Contract Data, Inc.; Computer Professionals, Inc.; Vanstar Professional Technical Services, Inc.

1. Martin Wolf Associates Incorporated, a California corporation, was retained in this proceeding on November 1, 2000, pursuant to an Order of the Court on said date.
2. Martin Wolf Associates Incorporated was hired as Franchise Consultant to provide consulting services in connection with the negotiation, settlement and collection of amounts owed by (and equity investments in) certain franchisees and distributors of the Debtors. The application is incorporated herein by this reference and is attached hereto as Exhibit A.
3. Martin Wolf Associates Incorporated has been compensated in accordance with the Consulting Agreement approved by the Court. The order approving the consulting agreement is incorporated herein by this reference and is attached hereto as Exhibit B. The total amount paid to Martin Wolf Associates Incorporated under the Consulting Agreement is \$414,708.00.
4. To date there have been twenty matters that have been closed, resulting in cash to the Debtors of \$2,778,944. A breakdown of the transaction amounts previously closed, collected and paid to InaCom Corp, and the retainer fees and contingent fees paid to Martin Wolf Associates Incorporated is incorporated herein by this reference and is attached as Exhibit C.
5. Three additional matters covered by the Consulting Agreement remain outstanding, namely I-Sector a/k/a AllStar Systems, Incorporated, OMS of Alabama, and Valley Resources Automation. To the extent such matters result in cash to the Debtors, Martin Wolf Associates Incorporated will be compensated at that time based on the terms of the Consulting Agreement.

DATED: July 9, 2003

Respectfully submitted,

By:



Martin D. Wolf, President
Martin Wolf Associates Incorporated
One Annabel Lane, Suite 215
San Ramon, California 94583
Telephone: (925) 355-0110
Facsimile: (925) 277-3971

VERIFICATION

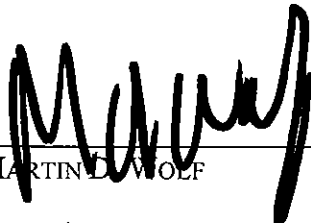
STATE OF CALIFORNIA)
 : ss.
COUNTY OF CONTRA COSTA)

MARTIN D. WOLF, being duly sworn, deposes and says:

1. I am the president of the firm of Martin Wolf Associates Incorporated (“MWA”), which maintains offices for consulting services at One Annabel Lane, Suite 215, San Ramon, California 94583.

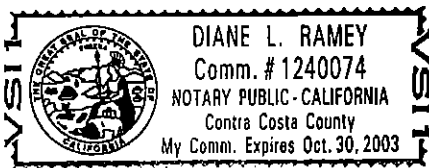
2. I have personally performed most of the consulting services rendered by MWA as consultant to the Debtors and am thoroughly familiar with the other work performed on behalf of the Debtors by the consultants of MWA.

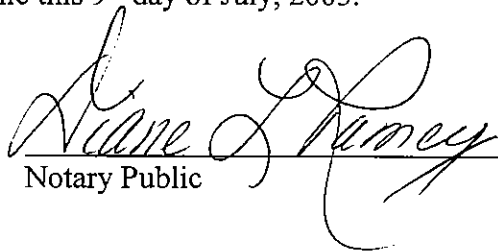
3. I have reviewed the foregoing Application and the facts set forth therein are true and correct to the best of my knowledge, information and belief.



MARTIN D. WOLF

SUBSCRIBED AND SWORN to before me this 9th day of July, 2003.





Notary Public

EXHIBIT A

Objection Deadline: December 18, 2000, at 4:00 EST
Hearing Date: December 29, 2000, at 2:00 p.m. (If objections are filed)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

2000 DEC -1 PM 4:11
U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:) Chapter 11
INACOM CORP., et al¹.) Case No. 00-2426 (P))
Debtors.) (Jointly Administered)

MOTION TO LIMIT NOTICE AND TO APPROVE FORM OF NOTICE

The above-captioned debtors and debtors in possession (the "Debtors"), by and through their undersigned counsel, hereby move this Court pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and section 102 of title 11 of the United States Code (the "Bankruptcy Code") for an Order approving the form of notice (the "Notice"), and providing that notice of the Debtors' Application for Order Authorizing the Employment and Retention of Martin Wolf Associates Incorporated As Franchise Consultant to the Debtors (the "Application") be given only to the parties designated below.

In support of this Motion to Limit Notice and to Approve Form of Notice, the Debtors represent that to give notice of the Application to each and every creditor and interested party

¹ The Debtors are the following entities: InaCom Corp.; InaCom Latin America; InaCom Solutions, Inc.; InaCom Communications, Inc.; Inacomp Financial Services, Inc.; Perigee Communications, Inc.; Networks, Inc.; Gorham Clark, Inc.; InaCom International, Inc.; InaCom Tennessee, Inc.; InaCom Professional Services, Inc.; Kure Associates, Inc.; Office Products of Minnesota, Inc.; Boston Computer Exchange Corporation; PC Technical Services, Inc.; Vanstar Corporation; Computerland International Development, Inc.; Computerport World Trade, Inc.; Vanstar International Corporation; VST West, Inc.; VST Illinois, Inc.; VSTNC, Inc.; Cland Tex, Inc.; InaCom Government Systems, Inc.; Contract Data, Inc.; Computer Professionals, Inc.; Vanstar Professional Technical Services, Inc.

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would require a mailing to numerous addresses at a significant expense to the Debtors' estates. The Debtors believe that notice to: (i) the United States Trustee; (ii) counsel to the Deutsche Bank AG, New York Division, as Administrative Agent for the lenders under the Debtors' prepetition revolving credit facility; (iii) counsel for the Official Committee of Unsecured Creditors; and (iv) those parties who have requested special notice pursuant to Bankruptcy Rule 2002, will be sufficient for entry of an Order on the Application.

Additionally, the Debtor seeks an Order from this Court requiring that objections, if any, to the Application must be filed with the Court and served upon both undersigned counsel on or before December 18, 2000, at 4:00 p.m. Prevailing Eastern Time, and that if no such objections are timely filed and served the Court may enter an order approving the Application without further notice or hearing. If objections are filed, the Debtors further seek that a hearing on the Application be held on December 29, 2000, at 2:00 p.m. Prevailing Eastern Time.

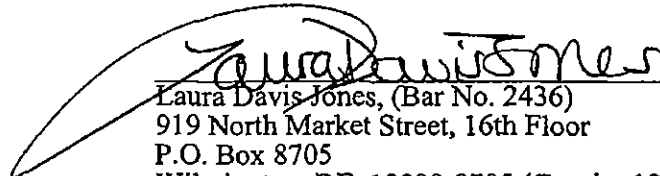
Given the nature of the relief requested in the Application, the Debtors respectfully submit that the notice procedure described above is sufficient to provide parties in interest an opportunity to review and, if necessary, respond to the Application. The prompt consideration of the Application is essential to the Debtors' efforts to maximize value to their estates. Accordingly, under the circumstances the Debtors submit that limiting notice of the Application will not prejudice the rights of any party in interest.

The Debtors further seek the Court's approval of the form of the attached Notice that sets forth a time period for filing objections.

WHEREFORE, the Debtors respectfully request the entry of an Order approving the form and manner of Notice and providing that notice of the attached Application shall be limited to those parties designated above.

Dated: December 1, 2000

PACHULSKI, STANG, ZIEHL, YOUNG & JONES P.C.



Laura Davis Jones, (Bar No. 2436)
919 North Market Street, 16th Floor
P.O. Box 8705
Wilmington, DE 19899-8705 (Courier 19801)
Telephone: (302) 652-4100
Facsimile: (302) 652-4400

Counsel for Debtors and Debtors in Possession

SO ORDERED this ___ day
of _____, 2000

Peter J. Walsh
Chief United States Bankruptcy Court Judge

Objection Deadline: December 18, 2000, at 4:00 p.m.
Hearing Date: December 29, 2000, at 2:00 p.m. (If objections are filed)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

| | | |
|---|---|------------------------|
| In re: |) | Chapter 11 |
| INACOM CORP., <u>et al</u> ¹ . |) | Case No. 00-2426 (PJW) |
| |) | |
| Debtors. |) | (Jointly Administered) |

**NOTICE OF APPLICATION FOR ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF MARTIN WOLF ASSOCIATES INCORPORATED AS
FRANCHISE CONSULTANTS TO THE DEBTORS**

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (the "Debtors") filed the attached Application for Order Authorizing the Employment and Retention of Martin Wolf Associates Incorporated as Franchise Consultants to the Debtors. (the "Application").

PLEASE TAKE FURTHER NOTICE that objections to the Application, if any, must be in writing and filed with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, Wilmington, DE 19801, and served so as to be received by both of the undersigned counsel to the Debtors no later than 4:00 p.m. on December 18, 2000 Prevailing

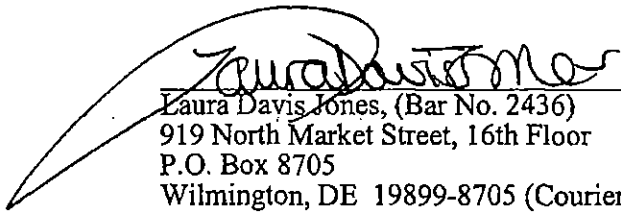
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Eastern Time, and that if no such objections are filed, the Court may enter an order approving the Application without further notice or hearing.

PLEASE TAKE FURTHER NOTICE that if an objection is timely filed and served, then a hearing to consider the Application will be convened before The Honorable Peter J. Walsh, Chief United States Bankruptcy Judge, at the United States Bankruptcy Court, 824 North Market Street, Wilmington, DE 19801 on December 29, 2000, at 2:00 p.m. Prevailing Eastern Time.

Dated: December 1, 2000

PACHULSKI, STANG, ZIEHL, YOUNG & JONES P.C.



Laura Davis Jones, (Bar No. 2436)
919 North Market Street, 16th Floor
P.O. Box 8705
Wilmington, DE 19899-8705 (Courier 19801)
Telephone: (302) 652-4100
Facsimile: (302) 652-4400

Counsel for Debtors and Debtors in Possession

Objection Deadline: December 18, 2000, at 4:00 Prevailing Eastern Time
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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| In re: |) | Chapter 11 |
| INACOM CORP., et al ¹ . |) | Case No. 00-2426 (PJW) |
| |) | |
| Debtors. |) | (Jointly Administered) |

**APPLICATION FOR ORDER AUTHORIZING THE EMPLOYMENT AND
RETENTION OF MARTIN WOLF ASSOCIATES INCORPORATED AS
FRANCHISE CONSULTANTS TO THE DEBTORS**

The above-captioned debtors and debtors in possession (collectively the "Debtors") hereby move the Court for entry of an order authorizing the employment and retention of Martin Wolf Associates Incorporated ("MWA") as Franchise Consultants to the Debtors (the "Application") nunc pro tunc to November 1, 2000. In support of this Application, the Debtors respectfully state as follows:

JURISDICTION

1. This Court has jurisdiction over this Application under 28 U.S.C. § 1334.

This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A) and (O).

¹ The Debtors are the following entities: InaCom Corp.; InaCom Latin America; InaCom Solutions, Inc.; InaCom Communications, Inc.; Inacom Financial Services, Inc.; Perigee Communications, Inc.; Networks, Inc.; Gorham Clark, Inc.; InaCom International, Inc.; InaCom Tennessee, Inc.; InaCom Professional Services, Inc.; Kure Associates, Inc.; Office Products of Minnesota, Inc.; Boston Computer Exchange Corporation; PC Technical Services, Inc.; Vanstar Corporation; Computerland International Development, Inc.; Computerport World Trade, Inc.; Vanstar International Corporation; VST West, Inc.; VST Illinois, Inc.; VSTNC, Inc.; Cland Tex, Inc.; InaCom Government Systems, Inc.; Contract Data, Inc.; Computer Professionals, Inc.; Vanstar Professional Technical Services, Inc.

2. The statutory bases for the relief requested herein are sections 105(a) and 327(e) of title 11 of the United States Code (the "Bankruptcy Code").

BACKGROUND

A. General.

On the Petition Date, each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). Since the Petition Date, the Debtors have continued in the possession of their respective properties and the management of their respective businesses as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. These chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to an order of this Court.

Prior to February 16, 2000 (the "Compaq Closing Date"), the Debtors were a leading single-source provider of information technology products and technology management services to primarily Fortune 1000 clients. The Debtors distributed their products and services through a marketing network of approximately ninety (90) business centers owned by the Debtors throughout the United States. At that time, the Debtors also operated a network of approximately 875 independent dealers, each of which typically had a regional, industry or specific service focus.²

² Certain of the Debtors, and various non-debtor affiliates of the Debtors, have international locations in Central America, South America and Mexico and international affiliations in Europe, Asia, the Caribbean, the Middle East, Africa and Canada. In addition, certain of Debtors' affiliates provide international logistics and customization services in Mexico, the Caribbean and Central and South America.

The industry in which the Debtors operated suffered significant shifts, including the reduction of incentives from manufacturers of information technology products, many of which have transitioned to direct sale strategies. These industry shifts resulted in reduced margins and acute liquidity difficulties for the Debtors.

In light of these developments, during the 1999 fiscal year, the Debtors re-evaluated their assets, systems, organizational structure and competitive strategy. As a result, the Debtors decided to sell their business product distribution assets and to focus on the service-related aspects of their business. On the Compaq Closing Date, the Debtors sold their business product distribution assets to Compaq Computer Corporation ("Compaq") for approximately \$369.5 million in cash (subject to certain post-closing adjustments) plus Compaq's assumption of certain liabilities. The Debtors entered into the Compaq transaction in order to implement their strategy, reduce long-term indebtedness, increase liquidity, and position themselves primarily as providers of information technology services.

After the Compaq Closing Date, however, the Debtors experienced significantly reduced service-business revenues (and, hence, much greater than expected losses) and other financial difficulties. These factors, among others, resulted in a new liquidity crisis. As a result, prior to the Petition Date, the Debtors pursued a sale of their remaining businesses and assets. The inability to locate a purchaser for the Debtors' service-related business, which represented the vast majority of the Debtors' business and revenue, coupled with the Debtors' acute liquidity crisis and inability to meet operating liabilities, ultimately led to the filing of these chapter 11 cases.

Subsequent to the filing of these cases, the Debtors ceased operations and are in the process of liquidating their assets.

B. The Debtors' Franchise Interests and the Retention of MWA.

Over the years, the Debtors, for strategic reasons, made various equity investments in certain of their franchisees throughout the United States. Similarly, the Debtors made loans to certain of their franchisees. As a result of the Debtors' bankruptcy filings and cessation of their business operations, the Debtors are in the process of evaluating how best to generate value from these equity interests and promissory notes. The Debtors have decided to retain, subject to Court approval, MWA to assist the Debtors in negotiating settlements with certain of their franchisees pursuant to the Consulting Services Agreement attached to the Motion as Exhibit "A" (the "Consulting Agreement"). Martin Wolf, a shareholder of MWA, was formerly employed by the Debtors and has extensive experience with many of the Debtors' franchisees. Mr. Wolf negotiated some of the franchise agreements and otherwise assisted the Debtors in addressing issues arising in connection with the franchisor/franchisee relationship. Mr. Wolf also has extensive knowledge in the technology industry and specifically in the computer reseller arena, which is the business the franchisees are in. In addition, an affiliate of MWA previously acted as the Debtors' broker in connection with the postpetition sale of the Debtors' communications business. For these reasons, the Debtors believe that Mr. Wolf is well qualified to assist the Debtors in generating value from its remaining franchise relationships.

Pursuant to the Consulting Agreement, MWA will be compensated as follows. MWA will receive a monthly fee of \$20,000. In addition, MWA will receive 10% of Collections between \$1,500,000 and \$2,500,000 and 20% of Collections which exceed \$2,500,000.

Collections is defined as all amounts of money, plus the value of other property, including the value of securities collected or received by the Debtors from or on behalf of any of the franchisees as a result of the disposition of a Franchise Interest or Promissory Note (as defined in the Consulting Agreement). The initial term of the Consulting Agreement is three (3) months unless terminated earlier for cause, which term is automatically renewed for 30 day periods unless either party exercises its right to terminate the Consulting Agreement upon 15 days' notice.

To the best of the Debtors' knowledge, and except as disclosed in the attached affidavit of Martin Wolf, a shareholder of MWA (the "Affidavit"), attached hereto as Exhibit B, the professionals of MWA do not have any adverse connection with the Debtors, the Debtors' creditors, or any other party-in-interest or their respective attorneys and accountants, the United States Trustee or any person employed in the office of the United States Trustee; do not hold or represent an interest adverse to the estates; and are "disinterested persons" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

RELIEF REQUESTED

By this Application, the Debtors seek to employ and retain MWA pursuant to the terms of the Consulting Agreement pursuant to Sections 327 and 330 of the Bankruptcy Code. The Debtors request that they be authorized to compensate MWA pursuant to the terms of the Consulting Agreement without further order of the Court but subject to MWA filing an application for final compensation at the conclusion of its services.

NOTICE

Notice of the Motion has been provided to (i) the United States Trustee; (ii) counsel to The Deutsche Bank AG, New York Division, as Administrative Agent for the lenders under the Debtors' prepetition revolving credit facility; (iii) counsel for the Official Committee of Unsecured Creditors; and (iv) those parties who have requested special notice pursuant to Bankruptcy Rule 2002, will be sufficient for entry of an Order on the Application. In light of the nature of the relief requested herein, the Debtors submit that no further notice need be given.

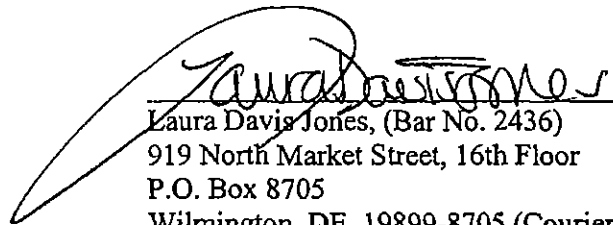
NO PRIOR REQUEST

No prior Application for the relief requested herein has been made to this or any other Court.

WHEREFORE, the Debtors respectfully request that the Court enter an Order, substantially in the form attached hereto, authorizing the Debtors to employ, retain, and compensate MWA as Franchise Consultants pursuant to the terms of the Consulting Agreement and as set forth herein as of November 1, 2000, and granting such other and further relief as is just and proper.

Dated: December 1, 2000

PACHULSKI, STANG, ZIEHL, YOUNG & JONES P.C.



Laura Davis Jones, (Bar No. 2436)
919 North Market Street, 16th Floor
P.O. Box 8705
Wilmington, DE 19899-8705 (Courier 19801)
Telephone: (302) 652-4100
Facsimile: (302) 652-4400

Counsel for Debtors and Debtors in Possession

CONSULTING SERVICES AGREEMENT

This Agreement ("Agreement") is entered into by and between InaCom Corp., a Delaware corporation and the other Debtors currently captioned in the bankruptcy proceeding referenced in the first recital below (collectively "InaCom"), and Martin Wolf Associates Incorporated, a California corporation (hereinafter "MWA"), effective as of the 1st day of November, 2000 (the "Effective Date").

RECITALS

WHEREAS, InaCom is currently a debtor-in-possession of its Chapter 11 bankruptcy proceeding pending in the United States Bankruptcy Court for the District of Delaware.

WHEREAS, InaCom desires to retain MWA, and MWA desires to accept such retention, to render certain consulting services for the benefit of InaCom and its creditors.

WHEREAS, InaCom and MWA desire to establish the terms and conditions under which MWA will render consulting services to InaCom.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals which are made a contractual part hereof, together with the mutual covenants and agreements set forth below, InaCom and MWA hereby agree as follows:

1. Consulting Services. MWA agrees to perform the following services (the "Consulting Services") in accordance with the terms and conditions of this Agreement for the benefit of InaCom and its creditors:

- a. MWA agrees to assist InaCom in attempting to generate value in connection with the disposition of InaCom's interests in those entities identified on Exhibit A (the "Franchise Interests") and in collecting the promissory notes identified on Exhibit B (the Promissory Notes"). In addition, MWA agrees that in the event InaCom so requests, MWA (in accordance with the terms hereof and without any additional consideration other than that as set forth herein) agrees to assist InaCom in attempting to generate value in connection with the disposition of InaCom's interest in those entities and in collecting those promissory notes identified on Exhibit C. Any matters for which InaCom makes such a request shall be deemed included within the terms "Franchise Interests" and "Promissory Notes" and a disposition of any such item shall thus be included within the term "Collections."

MWA shall perform any and all actions at InaCom's reasonable request which InaCom believes is reasonable or appropriate to generate value from the Franchise Interests or the Promissory Notes. Notwithstanding

anything to the contrary in this Agreement, MWA shall have no authority to bind InaCom in connection with the disposition of any Franchise Interest or Promissory Note and InaCom shall have the sole and exclusive authority to reject or accept any proposal made by MWA.

- b. MWA will have no responsibility to act, and the parties contemplate that MWA will not act as a broker or dealer with respect to any offer or sale of securities, will have no responsibility to participate or assist in negotiations involving a securities transaction, and will have no authority to offer or sell securities.
- c. The term "Collections," for purposes of calculating MWA's fee pursuant to this Agreement, shall consist of all amounts of money, plus the value of other property, including the value of securities collected or received by InaCom from or on behalf of any of the franchisees as a result of the disposition of a Franchise Interest or Promissory Note set forth in Exhibits A or B, or (if so requested by InaCom), Exhibit C. In the event that any Collection(s) received is in whole or in part in the form of property or securities, the value of such property or securities, for the purposes of calculating MWA's fee, shall be its fair market value, as the parties to this Agreement shall mutually agree, on the day that InaCom receives or gains ownership of such property or securities. In the event any Collection(s) is in whole or in part in the form of unrestricted securities with an established public trading market, the value shall be determined by the average reported sales price for such securities on the day of receipt of such securities by InaCom.
- d. It is anticipated that MWA's activities under this agreement will be conducted by telephone or other electronic means. No travel is required or contemplated.

2. Compensation. As its full compensation for the satisfactory performance of the Consulting Services pursuant to the terms hereof, InaCom shall compensate MWA in accordance with the following terms:

- a. A base fee payable in cash as follows:
 - (i) Twenty Thousand and 00/100 Dollars (\$20,000) upon the execution of this Agreement by the parties hereto and approval of this Agreement by the United States Bankruptcy Court; plus
 - (ii) Twenty Thousand and 00/100 Dollars (\$20,000) payable on the first day of December, 2000 and each Thirty (30) days thereafter until the termination of this Agreement.
- b. A bonus fee payable as follows:

- (i) Ten percent (10%) of the Collections in excess of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000) but less than Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000) that InaCom's bankruptcy estate receives subsequent to the Effective Date of this Agreement from the disposition of the Franchise Interests and Promissory Notes; and
 - (ii) Twenty percent (20%) of the Collections in excess of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000) that InaCom's bankruptcy estate receives subsequent to the Effective Date of this Agreement from the disposition of the Franchise Interests and Promissory Notes.
- c. Notwithstanding the foregoing, for purposes of calculating the above-referenced bonus fee, the One Million and 00/100 Dollar (\$1,000,000) disposition of InaCom's Franchise Interest in More Than Computers, Inc. shall be included in Collections, even if InaCom's bankruptcy estate receives the cash from said disposition prior to the Effective Date of this Agreement.
- d. The above-referenced bonus fee shall be payable in cash to MWA within thirty (30) days following each receipt of Collections by InaCom's bankruptcy estate from the disposition of the Franchise Interests and Promissory Notes.
- e. Any and all expenses incurred by MWA in connection with rendering the Consulting Services shall be the sole responsibility of MWA.

3. Term. This Agreement shall be effective as of November 1, 2000 and shall have an initial term of Three (3) months (unless terminated "for cause" as a result of a breach which remains uncured for fifteen (15) days after InaCom notifies MWA of such fact) and will continue thereafter on a month to month basis until terminated by either party by giving fifteen (15) days prior written notice to the other party. Notwithstanding the foregoing, paragraphs 2(b), (c), (d), and (e), 4, 5, 6, 7, 8, 10, 11, 12, and 13 shall survive any termination of this Agreement

4. Information/Confidentiality.

- a. Except as contemplated by the terms of this Agreement or as required by law, MWA shall keep confidential all nonpublic information provided to it by InaCom, and shall not disclose such information to any third party without the prior written consent of InaCom, provided, however, that MWA may disclose information to such of its employees and advisors as have a need to know such information in the ordinary course of rendering the Consulting Services in accordance with the terms of this Agreement.

- b. MWA shall have no duty or otherwise be responsible in any manner for the completeness and/or accuracy of any information provided by InaCom to MWA.

5. Independent Contractor. The relationship between the parties hereto shall at all times be deemed that of independent contractors. This Agreement is not intended to create a relationship between the parties hereto of partners, employer and employee, principal and agent, joint ventures or any other similar relationship.

6. Compliance With Applicable Law. MWA agrees to comply with all federal, state and local laws and regulations applicable to its activities performed under this Agreement.

7. Modification, Waiver. This Agreement may not be changed or modified in any manner, except by a writing signed on behalf of each of the parties by their duly authorized representatives. A waiver of any breach of this Agreement shall not be effective unless in writing and signed by a duly authorized representative of the party to be bound. Such waiver shall not operate or be construed as a modification of this Agreement or a waiver of any subsequent breach.

8. Assignment. MWA shall not assign its rights or its duties under this Agreement (except to an affiliate) without the prior written consent of InaCom. InaCom may, at any time, assign its rights or its duties under this Agreement by providing MWA prior written notice of any such assignment.

9. Publicity. InaCom's company name and the type of any related consummated transaction may reasonably be disclosed/used by MWA in the promotion of MWA's business for publicity purposes upon approval by InaCom of the format thereof.

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware applicable to contracts entered into and fully performed in Delaware.

11. Enforceability. If any provision of this Agreement is held to be invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect and, to the extent permitted by applicable law, will be construed in order to effectuate the purpose and intent of this Agreement.

12. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. This Agreement supercedes any prior agreements or understandings between the parties hereto with respect to the subject matter hereof.

13. Headings. The headings in this Agreement are for convenience only and do not constitute a part of this Agreement.

14. Miscellaneous. The parties acknowledge that this Agreement (and its enforceability as against InaCom) is subject to the approval of the United States Bankruptcy

Court for the District of Delaware and that such Court shall have sole and exclusive jurisdiction over any dispute, claim or controversy which may arise hereunder. The parties hereto submit to such jurisdiction and waive any right they may have to seek any change of venue. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall together constitute one and the same document. In the event either party commences legal action to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees from the non-prevailing party which are incurred in connection with such action.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have caused this Agreement to be executed as of the date first written above.

**InaCom Corp. for an on behalf of itself
and the other Debtors**

Martin Wolf Associates Incorporated

By: _____
Title: _____

By: _____
Title: _____

Exhibit A – Franchise Interests

| | |
|--|---------------------------------------|
| InaCom Information Services, Inc. (Canada) | 19% Equity Interest |
| More Than Computers, Inc. | 40% Equity Interest (\$3,650,036) |
| Ascolta Training Company, L.L.C. | 42.47% Equity Interest (\$658,000) |
| Hucom, Inc. | 5% Joint Venture Interest (\$212,672) |
| Valley Automation Resources, Inc. | \$105,000 Prepaid Equity Option |

Exhibit B – Promissory Notes

| | |
|-----------------------------------|------------------|
| Allied Computer Group, Inc. | \$3,275,000 Note |
| Info Systems, Inc. | \$1,150,000 Note |
| More Than Computers, Inc. | \$2,000,000 Note |
| The Computer Shop of Salisbury | \$120,000 Note |
| | \$63,000 Note |
| Hucom, Inc. | \$300,000 Note |
| Valley Automation Resources, Inc. | \$145,000 Note |
| | \$250,000 Note |
| Bill Sorensen | \$50,000 Note |

Exhibit C

| | |
|--|--|
| Office Management Systems, Inc./Office Management Systems of Alabama, Inc. | \$412,600 Note 19% Equity Interest (\$33,250) |
| Sarcom | \$632,436 Note |
| Penbay Computer Systems, Inc. | \$100,000 Note |
| Westek Company, Inc. | \$150,000 Note 5% Option (Unexercised) |
| Technology Partners, Inc. | 34.31% Equity Interest (\$595,772) |
| Right! Systems, Inc. | 25% Equity Interest (\$768,730) |
| Taylor Hall Corp. | \$150,000 Note |
| David and Julie Goan, d/b/a CTP Convergent Solutions | \$50,000 Note |
| Allstar Systems, Inc. | \$421,910.36 Note |
| Bizco, Inc. | 5% Joint Venture Interest (\$88,624) |
| Computer Options, Inc. | 10% Prepaid Equity Option (\$112,000) |
| Jacom L.L.C. | 35% Equity Interest (2,811,162) |

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

| | | |
|------------------------------------|---|------------------------|
| In re: |) | Chapter 11 |
| INACOM CORP., et al ¹ . |) | Case No. 00-2426 (PJW) |
| Debtors. |) | (Jointly Administered) |

AFFIDAVIT OF PROPOSED PROFESSIONAL OF DISINTERESTEDNESS

Martin Wolf first being duly sworn, deposes and says:

1. I am a shareholder of Martin Wolf Associates Incorporated ("MWA") located at One Annabel Lane, Suite 215, San Ramon, CA 94583.

2. The Debtors have requested that MWA assist the Debtors in attempting to generate value from its franchisee relationships.

3. MWA may have performed services in the past and may perform services in the future, in matters unrelated to these chapter 11 cases, for persons that are parties in interest in the Debtors' chapter 11 cases. MWA does not perform services for any such person in connection with these chapter 11 cases, or have any relationship with any such person, their attorneys or accountants that would be adverse to the Debtors or their estates. MWA does not represent or have any ownership interest in any of the franchisees for which it is being retained to assist the Debtors in negotiations.

4. Neither I nor any shareholder of or professional employed by MWA has agreed to share or will share any portion of the compensation to be received

¹ The Debtors are the following entities: InaCom Corp.; InaCom Latin America; InaCom Solutions, Inc.; InaCom Communications, Inc.; InaComp Financial Services, Inc.; Perigee Communications, Inc.; Networks, Inc.; Gorham Clark, Inc.; InaCom International, Inc.; InaCom Tennessee, Inc.; InaCom Professional Services, Inc.; Kure Associates, Inc.; Office Products of Minnesota, Inc.; Boston Computer Exchange Corporation; PC Technical Services, Inc.; Vanstar Corporation; Computerland International Development, Inc.; Computerport World Trade, Inc.; Vanstar International Corporation; VST West, Inc.; VST Illinois, Inc.; VSTNC, Inc.; Cland Tex, Inc.; Inacom Government Systems, Inc.; Contract Data, Inc.; Computer Professionals, Inc.; Vanstar Professional Technical Services, Inc.

from the Debtors with any other person other than the shareholders and regular employees of MWA.

5. Neither I nor any shareholder of or professional employed by MWA, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates.

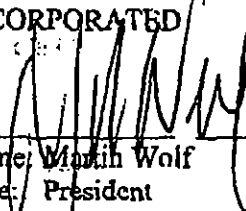
6. I am not aware of any facts that prevent MWA from qualifying as a "disinterested person" within the meaning of section 101(14) of title 11 of the United States Code (the "Bankruptcy Code").

7. The Debtors do not owe MWA any funds for prepetition services, fees and expenses. An affiliate of MWA was previously retained by the Debtors in connection with the Debtors' sale of their communications business. That sale closed postpetition and MWA's affiliate received all compensation to which they were entitled as a result of such sale.


8. MWA is conducting further inquiries regarding its retention by any creditors of the Debtors, and upon conclusion of that inquiry, or at any time during the period of its employment, if MWA should discover any facts bearing on the matters described herein, MWA will supplement the information contained in this Affidavit.

I declare under penalty of perjury that the foregoing is true and correct.

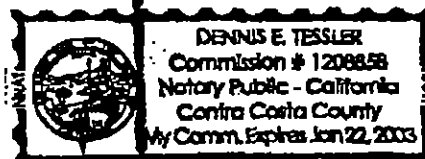
MARTIN WOLF ASSOCIATES
INCORPORATED

By: 
Name: Martin Wolf
Title: President

Sworn to and subscribed
before me on this 1st
day of December, 2000.


Notary Public

My Commission Expires January 22, 2003



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

| | | |
|---|---|------------------------|
| In re: |) | Chapter 11 |
| INACOM CORP., <u>et al</u> ¹ . |) | Case No. 00-2426 (PJW) |
| |) | |
| Debtors. |) | (Jointly Administered) |

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF MARTIN
WOLF ASSOCIATES INCORPORATED AS FRANCHISE
CONSULTANTS TO THE DEBTORS**

Upon the application (the "Application") of the debtors and debtors in possession in the above-captioned chapter 11 cases (the "Debtors") order authorizing the employment and retention of Martin Wolf Associates Incorporated ("MWA") as Franchise Consultants to the Debtors; and upon the affidavit of Martin Wolf, a shareholder of MWA (the "Affidavit"); and the Court being satisfied, based on the representations made in the Application and the Affidavit, that MWA represents no interest adverse to the Debtors' estates with respect to matters upon which it is to be engaged, that MWA is a "disinterested person" as the term is defined under section 104(14) of the Bankruptcy Code, and that the employment of MWA is necessary and would be in the best interests of the Debtors, their creditors, and the Debtors' estates; and after

¹ The Debtors are the following entities: InaCom Corp.; InaCom Latin America; InaCom Solutions, Inc.; InaCom Communications, Inc.; Inacom Financial Services, Inc.; Perigee Communications, Inc.; Networks, Inc.; Gorham Clark, Inc.; InaCom International, Inc.; InaCom Tennessee, Inc.; InaCom Professional Services, Inc.; Kure Associates, Inc.; Office Products of Minnesota, Inc.; Boston Computer Exchange Corporation; PC Technical Services, Inc.; Vanstar Corporation; Computerland International Development, Inc.; Computerport World Trade, Inc.; Vanstar International Corporation; VST West, Inc.; VST Illinois, Inc.; VSTNC, Inc.; Cland Tex, Inc.; InaCom Government Systems, Inc.; Contract Data, Inc.; Computer Professionals, Inc.; Vanstar Professional Technical Services, Inc.

due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Application is granted; and it is further

ORDERED that the Debtors are authorized to retain and employ MWA as their Franchise Consultants pursuant to §§ 327 (e), 328, and 1107 (b) of the Bankruptcy Code, effective as of November 1, 2000, in these chapter 11 cases; and it is further

ORDERED that the Debtors are hereby authorized and ordered to compensate MWA on the terms and conditions contained in the Application and Consulting Agreement for services without further orders required from this Court, provided, however, that MWA shall file an application for final compensation at the conclusion of its services to the Debtors.

Dated: _____, 2000

Peter J. Walsh
Chief United States Bankruptcy Judge

EXHIBIT B

ORIGINAL

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

| | | |
|---|---|------------------------|
| In re: |) | Chapter 11 |
| INACOM CORP., <u>et al</u> ¹ . |) | Case No. 00-2426 (PJW) |
| |) | |
| Debtors. |) | (Jointly Administered) |

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF MARTIN WOLF ASSOCIATES INCORPORATED AS FRANCHISE CONSULTANTS TO THE DEBTORS

Upon the application (the "Application") of the debtors and debtors in possession in the above-captioned chapter 11 cases (the "Debtors") order authorizing the employment and retention of Martin Wolf Associates Incorporated ("MWA") as Franchise Consultants to the Debtors; and upon the affidavit of Martin Wolf, a shareholder of MWA (the "Affidavit"); and the Court being satisfied, based on the representations made in the Application and the Affidavit, that MWA represents no interest adverse to the Debtors' estates with respect to matters upon which it is to be engaged, that MWA is a "disinterested person" as the term is defined under section 104(14) of the Bankruptcy Code, and that the employment of MWA is necessary and would be in the best interests of the Debtors, their creditors, and the Debtors' estates; and after

¹ The Debtors are the following entities: InaCom Corp.; InaCom Latin America; InaCom Solutions, Inc.; InaCom Communications, Inc.; Inacom Financial Services, Inc.; Perigee Communications, Inc.; Networks, Inc.; Gorham Clark, Inc.; InaCom International, Inc.; InaCom Tennessee, Inc.; InaCom Professional Services, Inc.; Kure Associates, Inc.; Office Products of Minnesota, Inc.; Boston Computer Exchange Corporation; PC Technical Services, Inc.; Vanstar Corporation; Computerland International Development, Inc.; Computerport World Trade, Inc.; Vanstar International Corporation; VST West, Inc.; VST Illinois, Inc.; VSTNC, Inc.; Cland Tex, Inc.; InaCom Government Systems, Inc.; Contract Data, Inc.; Computer Professionals, Inc.; Vanstar Professional Technical Services, Inc.

due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Application is granted; and it is further

ORDERED that the Debtors are authorized to retain and employ MWA as their Franchise Consultants pursuant to §§ 327 (e), 328, and 1107 (b) of the Bankruptcy Code, effective as of November 1, 2000, in these chapter 11 cases; and it is further

ORDERED that the Debtors are hereby authorized and ordered to compensate MWA on the terms and conditions contained in the Application and Consulting Agreement for services without further orders required from this Court, provided, however, that MWA shall file an application for final compensation at the conclusion of its services to the Debtors.

Dated: Dec 29 2000


Peter J. Walsh
Chief United States Bankruptcy Judge

EXHIBIT C

EXHIBIT C

| Company Name | Collection Fee |
|--|-------------------|
| RETAINER FEES: | |
| 12 months at \$20K per month | \$ 240,000 |
| CLOSED TRANSACTIONS: | |
| More Than Computers | \$ - |
| The Computer Shop of Salisbury | \$ - |
| The Computer Shop of Salisbury | \$ - |
| D. & J. Goan dba CTP Convergent Solutions | \$ - |
| InaCom Information Services, Inc. (Canada) | \$ - |
| Computer Options, Inc. | \$ - |
| Allied Computer Group, Inc. | \$ 18,920 |
| Sarcom | \$ 20,344 |
| Info Systems, Inc. | \$ 89,744 |
| Computer Options, Inc. | \$ 5,600 |
| Sarcom | \$ 3,200 |
| Ascolta Training Company | \$ 2,500 |
| Bizco | \$ 1,000 |
| Metamatrix | \$ 15,000 |
| Ascolta Training Company | \$ 2,500 |
| Penbay | \$ 300 |
| Penbay | \$ 600 |
| Technology Partners | \$ 7,000 |
| Technology Partners | \$ 4,000 |
| Technology Partners | \$ 4,000 |
| Total Collection Fees: | \$ 414,708 |