FORM PTO-1619A Expires 06/30/99 OMB 0651-0027	04-12-20	000	U.S. Department of Commerce Patent and Trademark Office PATENT
F	1013179		г
TO: The Commissioner of Patents and	PATENTS Trademarks: Please reco		nal document(s) or copy(ies).
Submission Type	Conveyand		
X New	Assigni	ment $\overline{_{ m XX}}$ Secur	ity Agreement
Resubmission (Non-Recordation Document ID#	License	Chang	ge of Name
Correction of PTO Error Reel # Frame #	Merger	Other	
Corrective Document		U.S. Gove	ernment iovernment Agencies)
Reel # Frame #		Departmental Fil	e Secret File
Conveying Party(ies)	X Mark if a	dditional names of conve	ying parties attached Execution Date  Month Day Year
Name (line 1) Morris Material	Handling, Inc.		9 10 99
Name (line 2)	77.1		
Second Party	ndling, LLC		Execution Date Month Day Yea
Name (line 1) Harnischfeger D	istribution & Ser	vice LIC	9 10 99
Name (line 2)			
Receiving Party		Mark if additional	names of receiving parties attached
Name (line 1) Canadian Imperi	al Bank of Commer	ce	If document to be reco
Name (line 2)	G 17 1 7 7		receiving party is not domiciled in the United
	as Collateral A	gent	States, an appointmen of a domestic
Address (line 1) 425 Lexington A	venue		representative is attac (Designation must be
Address (line 2)			separate document fro Assignment.)
Address (line 3) New York		, ]	10015
City		Country	
Domestic Representative Nam	e and Address	Enter for the first Rece	iving Party only.
Name		<u>.</u>	
Address (line 1)		· · · · · · · · · · · · · · · · · · ·	
			•
Address (line 2)			
Address (line 3)			
Address (line 4)			
	FOR AFFICE	T ONLY	
000 DNGUYEN 00000290 4316528	FOR OFFICE US	SE ONLY	
920.00 DP			
ı	•		

Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO Expires 06/30/99 OMB 0651-0027	-1619B	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT
Corresponde	ent Name and Address	Area Code and Telephone Num	ber 212-309-6000
Name [	Morgan, Lewis & Bo	ckius LLP	
Address(line 1)	101 Park Avenue		
Address(line 2)	New York, NY 1017	8	
Address (line 3)	Attn: Leana B. Nu	ssbaum	
Address (line 4)			
Pages	Enter the total number of pa including any attachments.	iges of the attached conveyance d	ocument #
	Number(s) or Patent Nur	· · · · · · · · · · · · · · · · · · ·	ark if additional numbers attached
	e Patent Application Number or the l ent Application Number(s)	Patent Number (DO NOT ENTER BOTH num	• • • •
			atent Number(s)
	] [		
	] [		
If this document is signed by the first	being filed together with a <u>new</u> Pate named executing inventor.	ent Application, enter the date the patent app	olication was Month Day Year
Patent Coope	eration Treaty (PCT)	PCT PCT	
	· PCT application number if a U.S. Application Number		PCT
has n	ot been assigned.	PCT PCT	PCT
Number of P	roperties Enter the tot	tal number of properties involved.	# 23
Fee Amount	Fee Amount	for Properties Listed (37 CFR 3.41	920.00
Method o Deposit A	f Payment: Enclo	osed 🕱 Deposit Account	
	ayment by deposit account or if addi	itional fees can be charged to the account.) Deposit Account Number:	#
		Authorization to charge additional fees	Yes No
Statement an	d Signature		
attached	est of my knowledge and be I copy is a true copy of the o d herein.	lief, the foregoing information is transfer in dep	rue and correct and any osit account are authorized, as
Leana B. 1		Lana Minain	3/9/2022
Name o	of Person Signing	Signature	/ / Date

# **ADDITIONAL CONVEYING PARTIES**

HPH Material Handling, LLC

Material Handling Equipment Nevada Corporation

Morris Material Handling, LLC (f/k/a Material Handling LLC)

MHE Technologies, Inc.

MMH Holdings, Inc.

Merwin LLC (f/k/a Morris Material Handling LLC)

MPH Crane, Inc.

PHMH Holding Company

PMHE Service, Inc.

SPH Crane & Hoist, Inc.

Birmingham Crane & Hoist

I-NY:1103128.1

# SCHEDULE III - MORRIS PATENTS

Patent No.	Title	Issue Date	Inventor	Filed	Country
4,316,528	Mechanism for Latchingly Connecting	02/23/1982	Dechanstreiter	03/11/1980	USA
4,538,954	Stacker Crane Having Narrow Mast	09/03/1985	Luebke	12/01/1983	USA
4,820,946	Structure Electromagnetic Brake	04/11/1989	Gutbrod	04/11/1989	USA
4,890,750	Portal Crane	01/02/1990	Stern	12/09/1988	USA
4,911,606	Method for Providing Rotor Windings	03/27/1990	Eckart/Timm	06/09/1989	USA
4,953,053	Method and Apparatus for Detecting	08/28/1990	Pratt	01/31/1989	USA
4,965,847	Mechanical Overload of a Hoist Method and Apparatus for Detecting	10/23/1990	Jurkowski/Wycoff	01/31/1989	USA
	Deviation of Motor Speed from Frequency of Power Supply				
5,056,671	Apparatus and Method for Straightening Crane Rails	10/15/1991	Thorsen	10/31/1990	USA
5,077,508	Method and Apparatus for Determining Load Holding Torque	12/31/1991	Wycoff/Hipp	01/30/1989	USA
5,150,799	Anti-Sway Reeving System	09/29/1992	Long	11/05/90	USA
5,179,336	Method for Decreasing the Speed of an	01/12/1993	Orgovan	07/08/1991	USA
5.210.473	Alternating Current Motor System with Delay Timer for Motor Load	05/11/1993	Backstrand	11/19/1991	USA
	Equalization				
5,219,043	Suspending Support for a Cranc Cab	06/15/1993	Eriksson/James/Loebel/ Kerrick	12/12/1991	USA
5,296,791	Method and Apparatus for Operating a	03/22/1994	Hipp	04/27/1992	USA
5,312,061	Clamping Mechanism for Securing a	05/17/1994	McCormick	01/13/1993	USA
5,319,292	Method and Apparatus for Preventing Motoring While Braking	06/07/1994	Backstrand	06/26/1992	USA

Patent No. 5,343,134 5,398,825 5,405,027	Method for Checking Brake Torque Warning Sleeve for a Pendant Control Limit Switch Weight Apparatus for Crane	<u>Issue Date</u> 08/30/1994 03/21/1995 04/11/1995	Inventor Wendt/Lapota/Flier Erwin Plass	Filed 05/03/1993 07/28/1993 01/14/1994	Country USA USA USA
5,489,033 5,548,198 5,625,262	Hoist Drives  Low Headroom Stacker Crane  Shared Inverter Electrical Drive  System for Equalizing the Load of a	02/06/1996 08/20/1996 04/29/1997	Luebke Backstrand Lapota	12/08/1993 09/30/1994 01/03/1996	USA USA USA
5,950,297	Plurality of Motors Method for Mounting an Object a Desired Distance from a Sumont Surface	09/14/99	Baker/James	01/16/1998	USA
5,080,021	Apparatus and Method for Correcting Skew of a Traveling Crane	01/14/1992	Thorsen	04/02/1990	Germany/ Italy/Swit zerland/U
4,263,996	Readily Resettable Torque-Limiting	04/28/1981	Putney	10/01/1979	SSIN UK
4,375,936 4,523,887	Stacker Crane for Movement of Coils Stacker Crane for Narrow Aisles	03/08/1983 06/18/1985	Dechanstreiter Reiff	08/18/1980 04/06/1983	Germany Belgium/ Germany/ France/S weden/U
4,892,203 4,911,313 5,074,528	Bearing Inserts Linkage Lifting Apparatus Redundant Crane Reeving Apparatus	01/09/90 03/27/1990 12/24/1991	Arav Larsen Long	10/05/1988 12/09/1988 07/03/1989	Canada USSR Germany/
5,119,737 5,142,992	Apparatus and Method for Driving a Large Traveling Crane Crane Securement Latch	06/09/1992	Thorsen Long	11/01/1990	Japan Switzerla nd/USSR Switzerla
5,167,401	Hoist Drive and Method for Driving a Double Hoist Carrying Apparatus	12/01/1992	James/Reuss	08/23/1990	nd Germany

Patent No. 5,216,957	Apparatus and Method for Correcting Skew of a Traveling Crane by Maximizing Friction Between Leading	<u>Issue Date</u> 06/08/1993	<u>Inventor</u> Thorsen	<b>Filed</b> 12/13/1991	Country Germany/ USSR
5,314,082	Sensing Device for Indicating Improper	05/24/1994	Konop	02/04/1993	Germany/
5,316,434	Apparatus and Method for Hauling	05/31/1994	Martin/Burrows	05/07/1992	UK
5,385,249	Material Handling Machine with Force-	01/31/1995	Long	07/27/1993	USSR
5,405,029	Isolating Support Link Portal Crane with Additional Load Carrier	04/11/1995	Sedushak	11/03/1993	Germany/
5,433,150	Traveling Crane	07/18/1995	Long/Reuss	01/26/1994	Europe/U
5,507,234	Apparatus for Correcting Skew of a	04/16/1996	Thorseny	11/21/1994	USSR
5,513,723	Double Masted Crane with Improved	05/07/1996	Luebke	07/01/1994	Japan
5,549,799	Brake Arrangement Hoist Apparatus for Positioning Anode in	08/27/1996	Luebke/Khoury	12/31/1992	USSR
5,597,079	Smelling rumace Directional Indicating Device for Detecting Improper Orientation of a Hoist	01/28/1997	Konop	08/24/1995	Germany/ USSR
5,603,420	Lifting Line Method for Using a Two-Drum Crane for	02/18/1997	Swanson	02/06/1995	USSR
5,662,311	Lifting Apparatus Including Overload	09/02/1997	Waedekin/Niemi	03/13/1996	UK
5,791,257	Sensing Device Overhead Crane with Adjustable Bearings	08/11/1998	Konop	01/08/1997	Europe/G ermany/U K

# **ADDITIONAL CONVEYING PARTIES**

HPH Material Handling, LLC

Material Handling Equipment Nevada Corporation

Morris Material Handling, LLC (f/k/a Material Handling LLC)

MHE Technologies, Inc.

MMH Holdings, Inc.

Merwin LLC (f/k/a Morris Material Handling LLC)

MPH Crane, Inc.

PHMH Holding Company

PMHE Service, Inc.

SPH Crane & Hoist, Inc.

Birmingham Crane & Hoist

I-NY:1103128.1

### AMENDED AND RESTATED U.S. SECURITY AGREEMENT

AMENDED AND RESTATED U.S. SECURITY AGREEMENT, dated as of March 30, 1998, as amended and restated as of September 10, 1999 (as such agreement may hereafter be further amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Agreement") made by MORRIS MATERIAL HANDLING, INC., a Delaware corporation having an office at 4915 South Howell Avenue, Milwaukee, WI 53207 (the "Company") and EACH OF THE GUARANTORS LISTED ON THE SIGNATURE PAGES HERETO OR FROM TIME TO TIME PARTY HERETO BY EXECUTION OF A JOINDER AGREEMENT (collectively, the "Guarantors"; and together with the Company, collectively, the "Pledgors", and individually, a "Pledgor"), as pledgors, assignors and debtors, in favor of CANADIAN IMPERIAL BANK OF COMMERCE, having an office at 425 Lexington Avenue, New York, New York 10017, in its capacity as collateral agent (in such capacity and together with any successors in such capacity, the "Collateral Agent") for the lending institutions (the "Banks") from time to time party to the Credit Agreement (as hereinafter defined), as pledgee, assignee and secured party.

### RECITALS:

- A. This Agreement amends, restates and supersedes in its entirety the U.S. Security Agreement dated as of March 30, 1998 among the parties thereto (the "Original U.S. Security Agreement").
- Pursuant to that certain Credit Agreement dated as of March 30, 1998 (as В. such agreement has heretofore been, and may hereafter be, amended, amended and restated, supplemented, or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings assigned to them in the Credit Agreement), among MMH Holdings, Inc., a Delaware corporation, the Company, Morris Material Handling, LLC (formerly Material Handling, LLC), a Delaware limited liability company ("Material Handling"), Morris Material Handling Equipment Limited (formerly Morris Material Handling, Ltd.), a company organized under the laws of England and Wales ("MHE-U.K."), Mondel ULC, an unlimited liability company organized under the laws of Nova Scotia ("Mondel"), Kaverit Steel and Crane ULC, an unlimited liability company organized under the laws of Nova Scotia ("Kaverit"), the Banks, the New York branch of Credit Agricole Indosuez ("Indosuez"), as syndication agent for the Banks (in such capacity, the "Syndication Agent"), BankBoston, N.A., as documentation agent for the Banks (in such capacity, the "Documentation Agent"; (the Collateral Agent, the Syndication Agent and the Documentation Agent shall be collectively referred to herein as the "Agents"), and Canadian Imperial Bank of Commerce, as administrative agent and as collateral agent for the Banks, the Banks have agreed to make certain loans and other financial accommodations to or for the account of certain of the Borrowers, all in accordance with, and subject to the terms and provisions set forth in, the Credit Agreement.

1 NY/1014806.10

- C. Each Pledgor has executed and delivered to the Collateral Agent a certain guarantee instrument (each, a "Guarantee") pursuant to which, among other things, each Pledgor has guaranteed the Obligations of the Borrowers under the Credit Agreement, and each Pledgor desires that its Guarantee be secured hereunder.
- D. Each Pledgor is or will be the legal and beneficial owner of the Pledged Collateral (as hereinafter defined) to be pledged by it hereunder.
- E. This Agreement is given by each Pledgor in favor of the Collateral Agent for its benefit and the benefit of the Banks and the Agents (collectively, the "Secured Parties") to secure the payment and performance of all of the Secured Obligations (as defined in Section 2 hereof).

### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors and the Collateral Agent hereby agree as follows:

- Section 1. <u>Pledge</u>. As collateral security for the payment and performance when due of all the Secured Obligations (as defined in Section 2 hereof), each Pledgor hereby pledges, assigns, transfers and grants to Collateral Agent for its benefit and the benefit of the Secured Parties, a continuing first priority (except with respect to Prior Liens) security interest in and to all of the right, title and interest of such Pledgor in, to and under the following property, tangible and intangible, wherever located or situated, whether now existing or hereafter arising, created or acquired from time to time (collectively, the "<u>Pledged Collateral</u>"):
- all "accounts", as such term is defined in the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction (the "UCC"), and in any event including, without limitation, all of such Pledgor's rights to payment for goods sold or leased or services performed by such Pledgor or any other party, and all rights evidenced by an account, contract, security agreement, chattel paper, guarantee (including a letter of credit) or other evidence of indebtedness or security together with (i) all security pledged, assigned, hypothecated or granted to or held by such Pledgor to secure the foregoing, (ii) general intangibles arising out of such Pledgor's rights in any goods, the sale of which gave rise thereto, (iii) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (iv) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith and (v) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties and certificates from filing or other registration offices (collectively, the "Receivables");

1-NY/1014806.10

- (b) all "inventory", as such term is defined in the UCC, and, in any event including, without limitation, all raw materials, work in process, returned goods, finished goods, samples and consigned goods to the extent of the consignee's interest therein, materials and supplies of any kind or nature which are or might be used in connection with the manufacture, printing, publication, packing, shipping, advertising, selling or finishing of any such goods and all other products, goods, materials and supplies (collectively, the "Inventory");
- (c) all books, records, ledger cards, computer tapes and diskettes, print-outs, file materials and other papers and property at any time evidencing or relating to any of the Pledged Collateral;
- (d) any and all sale, service, performance and equipment lease contracts, agreements and grants (whether written or oral), and any other contract (whether written or oral) between such Pledgor and third parties, but excluding any contract (i) which would be terminable by the counterparty thereto if such Pledgor's interest therein were subject to the security interest created hereby and (ii) for which such Pledgor has not received a consent from such counterparty to the grant of a security interest therein (collectively, the "Contracts");
- (e) all "equipment", as such term is defined in the UCC, and, in any event including, without limitation, all machinery, equipment, office machinery, furniture, conveyors, tools, materials, storage and handling equipment, automotive equipment, motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership, and all other equipment of every kind and nature owned by such Pledgor or in which such Pledgor may have any interest (to the extent of such interest), all modifications, alterations, repairs, substitutions, additions and accessions thereto, all replacements and all parts therefor and together with all substitutes for any of the foregoing (collectively, the "Equipment");
- event including, without limitation, all manuals, blueprints, know-how, warranties and records in connection with the Equipment; all documents of title or documents representing the Inventory and all records, files and writings with respect thereto; any and all other rights, claims and causes of action of such Pledgor against any other Person and the benefits of any and all collateral or other security given by any other Person in connection therewith, including, without limitation, all rights under any Contracts; all information, customer lists, identification of suppliers, data, plans, blueprints, specification designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials, standards, processing standards, performance standards, catalogs, research data, computer and automatic machinery software and programs and the like pertaining to operations by such Pledgor; all field repair data, sales data and other information relating to sales of products now or hereafter manufactured, distributed or franchised by such Pledgor; all accounting information pertaining to such Pledgor's operations or any of the Equipment, Inventory, Receivables, Contracts or Intangibles and all media in which or on which any of the information or knowledge or data or records relating to such operations or any of the

1-NY/1014806.10

Equipment, Inventory, Receivables, Contracts or Intangibles may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; all rights and goodwill of such Pledgor; all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by such Pledgor pertaining to operations now or hereafter conducted by such Pledgor or assets now or hereafter held by such Pledgor; any and all rights of such Pledgor to receive any tax refunds; all causes of action, claims and warranties now or hereafter owned or acquired by such Pledgor; and any other property consisting of a general intangible under the UCC applicable in such other location where such Pledgor maintains its records relating to such property excluding any contract (i) which would be terminable by the counterparty thereto if such Pledgor's interest were subject to the security interest created hereby and (ii) for which such Pledgor has not received a consent from such counterparty to the grant of a security interest therein (collectively, the "Intangibles");

- (g) all insurance policies held by such Pledgor or naming such Pledgor, the Collateral Agent or the Banks as insured, additional insured or loss payee (including, without limitation, casualty insurance, liability insurance, property insurance and business interruption insurance), all such insurance policies entered into after the date hereof other than insurance policies (or certificates of insurance evidencing such insurance policies) relating to health and welfare insurance and life insurance policies in which such Pledgor is not named as beneficiary (i.e., insurance policies that are not "Key Man" insurance policies) and all rights, claims and recoveries relating thereto (including all dividends, returned premiums and other rights to receive money in respect of any of the foregoing) (collectively, the "Insurance Policies");
- (h) such Pledgor's right to receive the surplus funds, if any, which are payable to such Pledgor following the termination of any employee pension plan and the satisfaction of all liabilities of participants and beneficiaries under such plan in accordance with applicable law (collectively, the "Pension Plan Reversions");
- in Schedule I-A hereto held by such Pledgor and of each other Subsidiary which is a corporation hereafter acquired or formed by such Pledgor (the "Pledged Shares") (which are and shall remain at all times until this Agreement terminates, certificated shares), including the certificates representing the Pledged Shares and any interest of such Pledgor in the entries on the books of any financial intermediary pertaining to the Pledged Shares; provided that such Pledgor shall not be required to pledge shares possessing more than 65% of the voting power of all classes of capital stock entitled to vote of any Subsidiary which is a controlled foreign corporation (as defined in Section 957(a) of the Internal Revenue Code of 1986, as amended from time to time (the "Tax Code")) and, in any event, shall not be required to pledge the shares of stock of any Subsidiary otherwise required to be pledged pursuant to this Section l(i) to the extent that such pledge would constitute an investment of earnings in United States property under Section 956 (or a successor provision) of the Tax Code, which investment would trigger an increase in the gross income of a United States shareholder of such Pledgor pursuant to Section 951 (or a successor provision) of the Tax Code;

1-NY/1014806.10

- (j) subject to the proviso set forth in clause (i) above, all additional shares of capital stock of whatever class (including, without limitation, any options, warrants or similar interests) of any issuer of the Pledged Shares from time to time acquired by such Pledgor in any manner (which are and shall remain at all times until this Agreement terminates, certificated shares and which shall be deemed to be part of the Pledged Shares), including the certificates representing such additional shares and any interest of such Pledgor in the entries on the books of any financial intermediary pertaining to such additional shares;
- (k) all membership interests and/or partnership interests, as applicable, of each Person described in Schedule I-B hereto held by such Pledgor and of each other Subsidiary which is a limited liability company or partnership hereafter acquired or formed by such Pledgor, together with all rights, privileges, authority and powers of such Pledgor in and to each such Person or Subsidiary or under the membership or partnership agreement of each such Person (the "Operative Agreements") (collectively, the "Initial Pledged Interests"), and the certificates, instruments and agreements, if any, representing the Initial Pledged Interests;
- all options, warrants, rights, agreements, additional membership or partnership interests or other interests relating to each such Person described in clause (k) above or any interest in any such Person, including, without limitation, any right relating to the equity or membership or partnership interests in any such Person or under the Operative Agreement of any such Person (collectively, the "Additional Interests"; together with the Initial Pledged Interests, the "Pledged Interests"; the Pledged Interests and the Pledged Shares, collectively, the "Pledged Securities") from time to time acquired by such Pledgor in any manner and the certificates, instruments and agreements, if any, representing the Additional Interests;
- (m) all intercompany notes and obligations including, without limitation, those notes described on <u>Schedule II</u> hereto (the "<u>Intercompany Notes</u>") and all certificates or instruments evidencing such Intercompany Notes and all proceeds thereof, all accessions thereto and substitutions therefor;
- (n) all dividends, cash, options, warrants, rights, instruments, distributions, returns of capital, income, profits and other property, interests (debt or equity) or proceeds, including as a result of a split, revision, reclassification or other like change of the Pledged Securities, from time to time received, receivable or otherwise distributed to such Pledgor in respect of or in exchange for any or all of the Pledged Securities or Intercompany Notes (collectively, "Distributions");
- (o) without affecting the obligations of such Pledgor under any provision prohibiting such action hereunder or under the Credit Agreement, in the event of any consolidation or merger in which any Person whose capital stock or other equity interests have been pledged pursuant hereto (including, without limitation, any Person listed on Schedule I-A or Schedule I-B hereto) is not the surviving entity, all shares of each class of the capital stock of the

1-NY/1014806.10

successor corporation or interests or certificates of the successor limited liability company or partnership owned by such Pledgor (unless such successor is such Pledgor itself) formed by or resulting from such consolidation or merger;

- (p) patents issued or assigned to and all patent applications made by such Pledgor, including, without limitation, the patents and patent applications listed on Schedule III hereto, along with any and all (i) inventions (whether or not patentable) and improvements described and claimed therein, (ii) reissues, divisions, renewals, extensions, provisionals, substitutions, additions, continuations, and extensions and continuations-in-part thereof, (iii) income, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (iv) rights to sue for past, present and future infringements thereof (collectively, the "Patents");
- (q) trademarks (including service marks), logos, trade dress, brand names, domain names, slogans and trade names owned by or assigned to such Pledgor and all federal and state registrations and applications for the foregoing, including, without limitation, the registrations and applications listed on <u>Schedule IV</u> hereto, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, and (iii) rights to sue for past, present and future infringements thereof (collectively, the "<u>Trademarks</u>");
- (r) copyrights and mask works owned by or assigned to such Pledgor, including, without limitation, the registrations and applications listed on Schedule V hereto, along with any and all (i) renewals and extensions thereof, (ii) income, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, and (iii) rights to sue for past, present and future infringements thereof (collectively, the "Copyrights");
- (s) license agreements and covenants not to sue with any other party with respect to any Patent, Trademark, Copyright or General Intangible (as such term is defined in paragraph (t) below) listed on Schedule VI hereto, along with any and all (i) renewals, extensions, supplements and continuations thereof and amendments thereto, (ii) income, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past, present or future breaches thereof, (iii) rights to sue for past, present and future breaches thereof and (iv) any other rights to use, exploit or practice any or all of the Patents, Trademarks or Copyrights (collectively, the "Licenses");
- (t) all product lines of such Pledgor's business and other general intangibles, including, without limitation, know-how, trade secrets, customer lists, proprietary information,

L-NY/1014806.10

inventions, methods, processes and procedures, formulae, industrial product designs or models, specification data, databases and data collections, technology, methodologies, computer program (including all source codes, object codes), firmware, development tools, files, records, data and related documentation whether or not subject to statutory registration and all related technical information, manufacturing, engineering and technical drawings (collectively, the "General Intangibles");

- (u) the entire goodwill associated with the Patents, Trademarks, Copyrights, Licenses, General Intangibles and such Pledgor's business (collectively, the "Good Will");
- (v) all "investment property" and "goods", as such terms are defined in the UCC; provided that such Pledgor shall not be required to pledge shares of capital stock possessing more than 65% of the voting power of all classes of capital stock entitled to vote of any Subsidiary which is a controlled foreign corporation (as defined in Section 957(a) of the Tax Code) and, in any event, shall not be required to pledge the shares of stock of any Subsidiary otherwise required to be pledged pursuant to this Section l(v) to the extent that such pledge would constitute an investment of earnings in United States property under Section 956 (or a successor provision) of the Tax Code, which investment would trigger an increase in the gross income of a United States shareholder of such Pledgor pursuant to Section 951 (or a successor provision) of the Tax Code;
  - (w) all "chattel paper", as such term is defined in the UCC;
  - (x) all cash and deposit accounts of such Pledgor;
- (y) all "documents", as such term is defined in the UCC, including, without limitation, all receipts of such Pledgor covering, evidencing or representing Inventory or Equipment (collectively, the "Documents");
- (z) all "instruments", as such term is defined in the UCC, including, without limitation, all promissory notes, drafts, bills of exchange or acceptances (collectively, the "Instruments");
  - (aa) any and all other personal property of such Pledgor; and
- (bb) all "proceeds", as such term is defined in the UCC or under other relevant law, and in any event including, without limitation, any and all (i) proceeds of any insurance (except payments made to a Person which is not a party to this Agreement), indemnity, warranty or guaranty payable to Collateral Agent or to such Pledgor from time to time with respect to any of the Pledged Collateral, (ii) payments (in any form whatsoever) made or due and payable to such Pledgor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Collateral by any federal, state, local, foreign or other governmental or administrative (including self-regulatory) body, instrumentality,

; -NY/1014806.10

department or agency or any court, tribunal, administrative hearing body, arbitration panel, commission or other similar dispute-resolving body including, without limitation, those governing the regulation and protection of the environment (each, a "Governmental Authority") (or any person acting on behalf of a Governmental Authority), (iii) instruments representing obligations to pay amounts in respect of the Pledged Collateral, (iv) products of the Pledged Collateral and (v) other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral (collectively, the "Proceeds").

The Pledged Securities, the Intercompany Notes, the Distributions and the Proceeds relating thereto are collectively referred to as the "Securities Collateral". The Patents. Trademarks, Copyrights, Licenses, General Intangibles, Good Will and the Proceeds relating thereto are collectively referred to as the "Intellectual Property Collateral". The Pledged Collateral other than the Securities Collateral and the Intellectual Property Collateral is collectively referred to as the "General Collateral".

Notwithstanding the foregoing, the Intellectual Property Collateral shall exclude (i) any intellectual property rights, contracts and agreements to the extent, and only to the extent, that (A) the granting of a Lien or an assignment thereof is illegal or could render such intellectual property right unenforceable under any applicable law or governmental regulation or (B) such intellectual property right, contract or agreement contains a provision enforceable at law and in equity that would be breached by (or would result in the termination of such intellectual property right, contract or agreement upon) the grant of the security interest created herein pursuant to the terms of this Agreement and (ii) "intent to use" applications for trademarks; provided, however, that if and when any prohibition on the assignment, pledge or grant of a security interest in such intellectual property right, contract or agreement is removed, the Collateral Agent (for the benefit of the Secured Parties) will be deemed to have been granted a security interest in such intellectual property right, contract or agreement as of the date hereof, and the Pledged Collateral will be deemed to include such intellectual property right, contract or agreement if otherwise permitted by this paragraph.

Section 2. Secured Obligations. This Agreement secures, and the Pledged Collateral is collateral security for, the payment and performance in full when due, whether at stated maturity, by acceleration or otherwise (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy or the operation of the automatic stay under Section 362 (a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of (i) all of the Obligations whether now existing or hereafter arising (including, without limitation, the obligations of the Borrowers to pay principal, interest and all other charges, fees, expenses, commissions, reimbursements, premiums, indemnities and other payments related to or in respect of the Obligations referred to in the Credit Agreement), (ii) all Obligations of the Guarantors now existing or hereafter arising under or in respect of the Guarantees (including, without limitation, the obligations of each Guarantor to pay principal, interest and all other charges, fees, expenses, commissions, reimbursements, premiums, indemnities and other payments related to or in respect of the Obligations referred to in the

1-NY/1014806.10

Guarantees) and (iii) without duplication of the amounts described in clauses (i) and (ii), all Obligations of the Pledgors now existing or hereafter arising under or in respect of this Agreement or any other Security Document or Credit Document, including, without limitation, all charges, fees, expenses, commissions, reimbursements, premiums, indemnities and other payments related to or in respect of the Obligations referred to in this Agreement or in any other Security Document or Credit Document, in each case whether in the regular course of business or otherwise (all of the foregoing described in clauses (i), (ii) and (iii) above shall be collectively referred to herein as the "Secured Obligations").

Section 3. No Release. Nothing set forth in this Agreement shall relieve any Pledgor from the performance of any term, covenant, condition or agreement on such Pledgor's part to be performed or observed under or in respect of any of the Pledged Collateral or from any liability to any Person under or in respect of any of the Pledged Collateral or shall impose any obligation on the Collateral Agent or any Secured Party to perform or observe any such term, covenant, condition or agreement on such Pledgor's part to be so performed or observed or shall impose any liability on the Collateral Agent or any Secured Party for any act or omission on the part of such Pledgor relating thereto or for any breach of any representation or warranty on the part of such Pledgor contained in this Agreement, any Interest Rate Agreement or any other Credit Document, or under or in respect of the Pledged Collateral or made in connection herewith or therewith. The obligations of each Pledgor contained in this Section 3 shall survive the termination of this Agreement and the discharge of such Pledgor's other obligations under this Agreement, any Interest Rate Agreement and the other Credit Documents.

Section 4. <u>Perfection: Supplements: Further Assurances: Use of Pledged Collateral.</u>

- or instruments representing or evidencing the Securities Collateral. All certificates, agreements or instruments representing or evidencing the Securities Collateral, to the extent not previously delivered to Collateral Agent, shall immediately upon receipt thereof by any Pledgor be delivered to and held by or on behalf of the Collateral Agent pursuant hereto. All certificated Pledged Securities and Intercompany Notes shall be in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Collateral Agent. The Collateral Agent shall have the right, at any time upon the occurrence and during the continuance of any Event of Default and without notice to any Pledgor, to endorse, assign or otherwise transfer to or to register in the name of the Collateral Agent or any of its nominees any or all of the Securities Collateral. In addition, the Collateral Agent shall have the right at any time to exchange certificates representing or evidencing Pledged Securities for certificates of smaller or larger denominations.
- (b) <u>Perfection of Uncertificated Securities Collateral</u>. If any issuer of Pledged Securities is organized in a jurisdiction which does not permit the use of certificates to evidence equity ownership, or if any of the Pledged Securities are at any time not evidenced by certificates of ownership, then each applicable Pledgor shall, to the extent permitted by applicable law,

1-NY/1014806.10

record such pledge on the equity holder's register or on the books of the issuer, cause the issuer to execute and deliver to the Collateral Agent an acknowledgment of the pledge of such Pledged Securities substantially in the form of Exhibit 1 hereto, execute any customary pledge forms or other documents necessary or advisable to complete the pledge and give the Collateral Agent the right to transfer such Pledged Securities under the terms hereof and, if requested subsequent to the date hereof, provide to the Collateral Agent an opinion of counsel, in form and substance satisfactory to the Collateral Agent, confirming such pledge.

- time and from time to time, it will execute and, at the sole cost and expense of the Pledgors, file and refile, or permit the Collateral Agent to file and refile, such financing statements, continuation statements and other documents (including, without limitation, this Agreement), in form acceptable to the Collateral Agent, in such offices (including, without limitation, the United States Patent and Trademark office and the United States Copyright Office) as the Collateral Agent may deem reasonably necessary or advisable, or wherever required or permitted by law, in order to perfect, continue and maintain a valid, enforceable, first priority (except with respect to Prior Liens) security interest in the Pledged Collateral as provided herein and to preserve the other rights and interests granted to the Collateral Agent hereunder, as against third parties, with respect to any Pledged Collateral. Each Pledgor authorizes the Collateral Agent to file any such financing or continuation statement or other document without the signature of such Pledgor where permitted by law. Nothing in this paragraph or Agreement shall require the assignment of any Trademarks themselves to the Collateral Agent as distinguished from the assignment of a security interest therein.
- Supplements: Further Assurances. Each Pledgor agrees to do such further (d) acts and things, and to execute and deliver to the Collateral Agent such additional assignments. agreements, supplements, powers and instruments, as the Collateral Agent may deem reasonably necessary or advisable, or wherever required or permitted by law, in order to perfect, preserve and protect the security interest in the Pledged Collateral as provided herein and the rights and interests granted to the Collateral Agent hereunder, to carry into effect the purposes of this Agreement or better to assure and confirm unto the Collateral Agent or permit the Collateral Agent to exercise and enforce its respective rights, powers and remedies hereunder with respect to any Pledged Collateral. Without limiting the foregoing, each Pledgor shall make, execute, endorse, acknowledge, file or refile and/or deliver to the Collateral Agent from time to time such reasonable lists, descriptions and designations of the Pledged Collateral, copies of warehouse receipts, receipts in the nature of warehouse receipts, bills of lading, documents of title, vouchers, invoices, schedules, confirmatory assignments, supplements, additional security agreements, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments. All of the foregoing shall be at the sole cost and expense of the Pledgors.
- (e) <u>Use of Pledged Collateral</u>. Unless an Event of Default shall have occurred and be continuing, each Pledgor may use the Pledged Collateral in any lawful manner in the

L-NY/1014806.10

ordinary and prudent course of its business with due regard for the security afforded the Collateral Agent hereby, subject to the terms and provisions of the Credit Agreement and the other Credit Documents. The Pledgors and the Collateral Agent acknowledge that this Agreement is intended to grant to the Collateral Agent for the benefit of the Secured Parties a security interest in and Lien upon the Pledged Collateral and shall not constitute or create a present assignment of the Pledged Collateral (other than for security purposes).

Section 5. <u>Representations, Warranties and Covenants</u>. Each Pledgor represents, warrants and covenants as follows:

- (a) Perfection Actions: Prior Liens. Upon the completion of the deliveries, filings and other actions contemplated in Sections 4(a) through 4(d) hereof, the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement in and to the Pledged Collateral will constitute a perfected security interest therein, superior and prior to the rights of all other Persons therein other than with respect to (i) the Liens identified on Annex A relating to the items of Pledged Collateral identified on such annex and (ii) Liens otherwise permitted hereunder which are created or authorized under any law or regulation of any applicable Governmental Authority and which are required under such law or regulation to be superior to the Lien and security interest created and evidenced hereby (the Liens described in this clause (ii), collectively, the "Governmental Prior Liens"; together with the Liens described in clause (i) above, "Prior Liens").
- Collateral acquired by it from time to time after the date hereof, such Pledgor will be, the sole direct and beneficial owner of all Pledged Collateral pledged by it hereunder free from any Lien or other right, title or interest of any Person other than (i) Prior Liens, (ii) the Lien and security interest created by this Agreement and the other Security Documents and (iii) Permitted Liens (as hereinafter defined), and such Pledgor shall defend the Pledged Collateral pledged by it hereunder against all claims and demands of all Persons at any time claiming any interest therein adverse to the Collateral Agent or any Secured Party. No Pledgor shall enter into any agreement or take any other action that would result in the imposition of any other Lien or impair or conflict with such Pledgors' obligations or the rights of the Collateral Agent hereunder.

"Permitted Liens" shall mean (A) with respect to the General Collateral, Liens of the type described in clauses (a), (b), (c), (d), (e), (g), (h), (i), (j), (1), (p) and (q) of the definition of Permitted Encumbrances and (B) with respect to all other Pledged Collateral, Liens of the type described in clause (a) of the definition of Permitted Encumbrances, and clause (p) of the definition of Permitted Encumbrances provided that any such Lien is not knowingly and explicitly granted by a Pledgor or any Subsidiary thereof in a written document or otherwise.

(c) Other Financing Statements. There is no financing statement (or similar statement or instrument of registration under the law of any jurisdiction) covering or purporting to cover any interest of any kind in the Pledged Collateral other than financing statements

1-NY/1014806.10

relating to (i) Prior Liens that do not constitute Governmental Prior Liens, (ii) this Agreement and the other Security Documents and (iii) Permitted Liens that do not constitute Governmental Prior Liens; and until (x) the full payment in cash of all the Loans and the other Secured Obligations, (y) the termination of the Commitments in their entirety and (z) all letters of credit under the Credit Agreement having expired or been terminated, canceled or cash collateralized in an amount equal to 105% of the face amount of such letters of credit (the date on which all of the foregoing have occurred shall be referred to herein as the "Bank Credit Termination Date"), no Pledgor shall execute, authorize or permit to be filed in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) or statements relating to any Pledged Collateral, except, in each case, financing statements filed or to be filed in respect of and covering the security interests granted by such Pledgor pursuant to this Agreement or any other Security Document and financing statements relating to Prior Liens or Permitted Liens that in each such case do not constitute Governmental Prior Liens.

Chief Executive Office: Inventory, Equipment and Records. The chief executive office, all Inventory, all Equipment, all books and records and all other Pledged Collateral of such Pledgor (other than any certificates representing the Securities Collateral which certificates have been delivered by such Pledgor to the Collateral Agent pursuant to the terms hereof) are located at the addresses indicated next to such Pledgor's name on Annex B hereto. Such Pledgor shall not move its chief executive office, any Inventory, any Equipment, its books and records or any of such other Pledged Collateral (except with respect to (i) motor vehicles, rolling stock and other mobile goods which are of a type normally used in more than one jurisdiction and (ii) Pledged Collateral in transit between locations) to any location other than those listed on Annex B except to such new location as such Pledgor may establish in accordance with the last sentence of this Section 5(d). All tangible evidence of all Receivables, Pension Plan Reversions, Contracts, Intangibles and Insurance Policies of such Pledgor and the only original books of account and records of such Pledgor relating thereto are, and will continue to be, kept at such chief executive office, or at such new location for such chief executive office as such Pledgor may establish in accordance with the last sentence of this Section 5(d). All Receivables, Pension Plan Reversions, Contracts, Intangibles and Insurance Policies of such Pledgor are, and will continue to be, controlled and monitored (including, without limitation, for general accounting purposes) from such chief executive office location, or such new location as such Pledgor may establish in accordance with the last sentence of this Section 5(d). Such Pledgor shall not establish a new location for its chief executive office, move any Inventory, any Equipment, its books and records or any other Pledged Collateral (except with respect to (i) motor vehicles, rolling stock and other mobile goods which are of a type normally used in more than one jurisdiction and (ii) Pledged Collateral in transit between locations) to any location other than those listed on Annex B nor shall such Pledgor change its name until (i) it shall have given the Collateral Agent not less than 30 days' prior written notice of its intention so to do, clearly describing such new location or name and providing such other information in connection therewith as the Collateral Agent may request, and (ii) with respect to such new location or name, such Pledgor shall have taken all reasonable action requested by the Collateral Agent from time to time or required or advisable under applicable law to maintain the perfection and priority

1-NY/1014806.10

of the security interest of the Collateral Agent for the benefit of the Secured Parties in the Pledged Collateral intended to be granted hereby, including, without limitation, obtaining waivers of landlord's or warehouseman's liens with respect to such new location, if applicable.

- (e) <u>Due Authorization and Issuance</u>. All of the Pledged Shares have been, and to the extent hereafter issued will be upon such issuance, duly authorized, validly issued and fully paid and nonassessable. All of the Pledged Interests have been, or to the extent hereafter issued will be upon such issuance, fully paid for, and there is no amount or other obligation owing by any Pledgor to any issuer of the Pledged Interests in exchange for or in connection with the issuance of the Pledged Interests or any Pledgor's status as an equity holder, a partner or a member of any issuer of the Initial Pledged Interests.
- (f) No Violations, etc. The pledge of the Pledged Securities pursuant to this Agreement does not violate Regulation T, U or X of the Federal Reserve Board.
- (g) <u>Certificated Shares. No Options, Warrants, etc.</u> Each of the Pledgors hereby agrees that all Pledged Shares shall at all times be certificated shares. There are no options, warrants, calls, rights, commitments or agreements of any character to which such Pledgor is a party or by which it is bound obligating such Pledgor to issue, deliver or sell or cause to be issued, delivered or sold, additional Pledged Securities or obligating such Pledgor to grant, extend or enter into any such option, warrant, call, right, commitment or agreement. There are no voting trusts or other agreements or understandings to which such Pledgor is a party with respect to the voting of the capital stock of any issuer of the Pledged Securities.
- (h) No Claims. Such Pledgor owns or has rights to use all the Pledged Collateral pledged by it hereunder and all rights with respect to any of the foregoing used in, necessary or advisable for or material to such Pledgor's business as currently conducted and as contemplated to be conducted pursuant to the Credit Documents. The use by such Pledgor of such Pledged Collateral and all such rights with respect to the foregoing do not infringe on or violate the rights of any Person except as would not result in a Material Adverse Effect.
- other organizational power, authority and legal right to pledge and grant a security interest in all the Pledged Collateral pledged by it pursuant to this Agreement, and this Agreement constitutes the legal, valid and binding obligation of such Pledgor, enforceable against such Pledgor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- (j) No Consents, etc. Other than any consents of which the failure to obtain would not have a Material Adverse Effect, no consent of any party (including, without limitation, equityholders or creditors of such Pledgor or any account debtor under a Receivable) and no

L-NY/1014806.10

consent, authorization, approval, license or other action by, and no notice to or filing other than filings required to perfect or maintain the perfection of the Liens with, any Governmental Authority or regulatory body or other Person is required for (x) the pledge by such Pledgor of the Pledged Collateral pledged by it pursuant to this Agreement or for the execution, delivery or performance of this Agreement by such Pledgor, (y) the exercise by the Collateral Agent of the rights provided for in this Agreement or (z) the exercise by the Collateral Agent of the remedies in respect of the Pledged Collateral pursuant to this Agreement, except filings under applicable securities and antitrust laws and any filings required in foreign countries.

- (k) <u>Pledged Collateral</u>. All information set forth herein, including in the schedules and annexes attached hereto, and all information contained in any documents, schedules and lists heretofore or hereafter delivered to the Collateral Agent or any Secured Party in connection with this Agreement, in each case, relating to the Pledged Collateral, is (or will be when delivered) accurate and complete in all material respects.
- Insurance. Other than Liens referred to in Section 5(b) hereof, no Pledgor (1)shall take any action that impairs the rights of the Collateral Agent or any Secured Party in the Pledged Collateral. Each Pledgor shall at all times keep the Pledged Collateral insured, at such Pledgor's own expense, to the Collateral Agent's satisfaction, against fire, theft and all other risks to which the Pledged Collateral may be subject, in such amounts and with such deductibles as would be maintained by operators of businesses similar to the business of such Pledgor, as required by law or as the Collateral Agent may otherwise require. All such insurance shall (i) contain a breach of warranty clause in favor of the Collateral Agent and the other Secured Parties in all loss or damage insurance policies with respect to which a Pledgor has made any representation, warranty or other statement the falsity or inaccuracy of which could result in the applicable insurer declining or contesting coverage under the applicable insurance policy, (ii) have a severability of interest clause in all liability insurance policies, (iii) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after written notice to the Collateral Agent thereof, (iv) name the Collateral Agent for the benefit of the Secured Parties as loss payee for physical damage insurance, with the right to adjust the same if a Default or Event of Default has occurred and is then continuing (provided, that with respect to property to which a Lien permitted hereunder has been granted to another creditor, such other creditor may also be named as loss payee, with payment to be made as their interests may appear) and name the Collateral Agent and the other Secured Parties as additional insureds for liability insurance, with the Collateral Agent having the right to adjust the same, (v) state that neither the Collateral Agent nor any of the other Secured Parties shall be responsible for premiums, commissions, club calls, assessments or advances, (vi) contain a waiver of all rights of set-off, counterclaim, deduction or subrogation against the Collateral Agent and the other Secured Parties and (vii) be reasonably satisfactory in all other respects (including deductibles) to the Collateral Agent. Each policy or certificate with respect to insurance maintained on the Closing Date has been delivered to the Collateral Agent. At least 30 days prior to the expiration of any such policy of insurance, each Pledgor shall deliver to the Collateral Agent an extension or renewal policy or an original insurance certificate

L-NY/1014806.10

evidencing renewal or extension of such policy, complying with the requirement set forth above and containing signatures of duly authorized representatives of the insurer. Upon the request of the Collateral Agent, each Pledgor agrees to furnish the Collateral Agent with a schedule (in form and substance satisfactory to the Collateral Agent) describing all insurance maintained by such Pledgor, which schedule shall set forth, for each insurance policy, the policy number, the scope of coverage, the policy limits and deductibles, the insurer (and reinsurers, if applicable) and the expiration date. If any Pledgor shall fail to insure such Pledged Collateral to the Collateral Agent's satisfaction, the Collateral Agent shall have the right (but shall be under no obligation) to advance funds to procure or renew or extend such insurance, and such Pledgor agrees to reimburse the Collateral Agent for all costs and expenses thereof, with interest on all such funds from the date advanced until paid in full at the highest rate then in effect under the Credit Agreement.

- shall be applied by it as provided in Section 3.02(A)(i) of the Credit Agreement. In the event that any Pledgor is permitted to and elects to apply such proceeds to the repair or replacement of any item of Pledged Collateral, such Pledgor shall upon its receipt of such proceeds from the Collateral Agent promptly commence and diligently continue to perform such repair or promptly effect such replacement. Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent shall have the option to apply any proceeds of insurance received by the Collateral Agent or by any Pledgor in respect of the Pledged Collateral toward the payment of the Secured Obligations in accordance with Section 13 hereof or to continue to hold such proceeds as additional collateral to secure the performance by the Pledgors of the Secured Obligations.
- pay prior to the date on which material penalties would attach thereto all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Pledged Collateral. Each Pledgor shall comply with all laws, rules and regulations applicable to the Pledged Collateral the failure to comply with which would have an adverse effect on the value or use of such Pledged Collateral or the Lien on such Pledged Collateral granted to the Collateral Agent hereunder.

  Notwithstanding the foregoing, each Pledgor may at its own expense contest the amount or applicability of any of the obligations described in the preceding sentences by appropriate legal or administrative proceedings, prosecution of which operates to prevent the collection thereof and the sale or forfeiture of the Pledged Collateral or any part thereof to satisfy the same; provided, however, that in connection with such contest, such Pledgor shall (a) have made provision for the payment of such contested amount on such Pledgor's books if and to the extent required by generally accepted accounting principles or (b) bonded such obligation in form and amount reasonably satisfactory to the Collateral Agent.
- (o) Consents. To the extent that any property of any Pledgor would constitute Pledged Collateral hereunder but for the exclusions contained in the applicable clauses of Section

|-NY/1014806 10

I hereunder, such Pledgor shall use its best efforts to obtain the consent necessary to make such exclusion inapplicable.

### Section 6. Special Provisions Concerning General Collateral.

- Special Representations and Warranties. As of the time when each of its (a) Receivables arises, each Pledgor shall be deemed to have represented and warranted that such Receivable and all records, papers and documents relating thereto (i) are genuine and correct and in all material respects what they purport to be, (ii) represent the legal, valid and binding obligation of the account debtor, enforceable against such account debtor in accordance with its terms (except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability), evidencing indebtedness unpaid and owed by such account debtor, arising out of the performance of labor or services or the sale or lease and delivery of the merchandise listed therein or out of an advance or a loan, not subject to the fulfillment of any contract or condition whatsoever or to any defenses, set-offs or counterclaims except with respect to refunds, returns, warranty claims and allowances in the ordinary course of business, or stamp or other taxes, (iii) will, in the case of chattel paper or negotiable instruments, be the only original writings evidencing and embodying such obligation of the account debtor named therein, and (iv) are in compliance and conform in all material respects with all applicable federal, state and local laws and applicable laws of any relevant foreign jurisdiction.
- Maintenance of Records. Each Pledgor shall keep and maintain at its own (b) cost and expense complete records of each Receivable, in a manner consistent with prudent business practice, including, without limitation, records of all payments received, all credits granted thereon, all merchandise returned and all other documentation relating thereto, and each Pledgor shall make the same available to the Collateral Agent or any Secured Party for inspection upon reasonable prior notice to such Pledgor, at such times as the Collateral Agent may request. Each Pledgor shall, at such Pledgor's sole cost and expense, upon the Collateral Agent's demand made at any time after the occurrence and during the continuance of any Event of Default, deliver all tangible evidence of Receivables, including, without limitation, all documents evidencing Receivables and any books and records relating thereto to the Collateral Agent or to its representatives (copies of which evidence and books and records may be retained by such Pledgor). Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent may transfer a full and complete copy of any Pledgor's books, records, credit information, reports, memoranda and all other writings relating to the Receivables to and for the use by any Person that has acquired or is contemplating acquisition of an interest in the Receivables or the Collateral Agent's security interest therein without the consent of any Pledgor.
- (c) <u>Legend</u>. Each Pledgor shall legend, at the request of the Collateral Agent made at any time after the occurrence and during the continuance of any Event of Default and in

1-NY/1014806.10

form and manner satisfactory to the Collateral Agent, the Receivables and the other books, records and documents of such Pledgor evidencing or pertaining to the Receivables with an appropriate reference to the fact that the Collateral Agent has a security interest therein.

- indebtedness or other obligation evidenced by any Receivable or modify any term thereof or make any adjustment with respect thereto except in the ordinary course of business consistent with prudent and past business practice, or extend or renew any such indebtedness except in the ordinary and prudent course of business with due regard for the security afforded the Collateral Agent hereby or compromise or settle any dispute, claim, suit or legal proceeding relating thereto or sell any Receivable or interest therein without the prior written consent of Collateral Agent or except as expressly permitted pursuant to the terms and provisions of the Credit Agreement. Each Pledgor shall use best efforts to timely fulfill all obligations on its part to be fulfilled under or in connection with the Receivables.
- debtor of each of the Receivables, as and when due (including, without limitation, Receivables that are delinquent, such Receivables to be collected in accordance with generally accepted commercial collection procedures), any and all amounts owing under or on account of such Receivable, and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Receivable, except that any Pledgor may, with respect to a Receivable, allow in the ordinary course of business (i) a refund or credit due as a result of returned or damaged or defective merchandise and (ii) such extensions of time to pay amounts due in respect of Receivables and such other modifications of payment terms or settlements in respect of Receivables as shall be commercially reasonable in the circumstances, all in accordance with such Pledgor's ordinary course of business consistent with its collection practices as in effect from time to time or as otherwise consented by the Collateral Agent. The costs and expenses (including, without limitation, reasonable attorneys' fees) of collection, in any case, whether incurred by any Pledgor, the Collateral Agent or any Secured Party, shall be paid by the Pledgors.
- (f) Instruments. Each Pledgor shall deliver to the Collateral Agent, within five days after receipt thereof by such Pledgor, any Instrument evidencing Receivables which is in the principal amount of \$25,000 or more. Any Instrument delivered to the Collateral Agent pursuant to this Section 6 (f) shall be appropriately endorsed (if applicable) to the order of the Collateral Agent, as agent for the Secured Parties, and shall be held by the Collateral Agent as further security hereunder, provided, however, so long as no Event of Default shall have occurred and be continuing, each Pledgor may request the Collateral Agent to redeliver the Instrument if necessary to collect on it.
- (g) <u>Cash Collateral</u>. Upon the occurrence and during the continuance of any Event of Default, if the Collateral Agent so directs, each Pledgor shall cause all payments on account of the Receivables to be held by the Collateral Agent as cash collateral. Without notice

L-NY/1014806.10

to or assent by any Pledgor, the Collateral Agent may apply any or all amounts then or thereafter held as cash collateral in the manner provided in Section 13. The costs and expenses (including, without limitation, reasonable attorneys' fees) of collection, whether incurred by the Collateral Agent or any Secured Party, shall be paid by the Pledgors.

- (h) Maintenance of Equipment. Each Pledgor shall cause the Equipment and other assets to be maintained and preserved in good repair and working order as when new, ordinary wear and tear excepted, and to the extent consistent with prudent business practice in accordance with any manufacturer's manual, and shall forthwith, or in the case of any loss or damage which (individually or in the aggregate) exceeds \$25,000 to any of the Equipment or other assets (other than worn out, obsolete or otherwise unsuitable Equipment or assets) (of which prompt notice shall be given to the Collateral Agent) as quickly as commercially practicable after the occurrence thereof, make or cause to be made all repairs, replacements and other improvements in connection therewith which are necessary or advisable in the conduct of such Pledgor's business.
- (i) <u>Warehouse Receipts Non-Negotiable</u>. If any warehouse receipt or receipt in the nature of a warehouse receipt is issued with respect to any of the Inventory, the applicable Pledgor shall not permit such warehouse receipt or receipt in the nature thereof to be "negotiable" (as such term is used in Section 7-104 of the UCC or under other relevant law) other than Inventory which is in transit from the supplier to Pledgor between locations specified on <u>Exhibit</u> B or covered by the last sentence of Section 5(d) hereof, or to customers of Pledgor.
- Default, the Collateral Agent wishes to confirm with account debtors and other payors the amounts and terms of any or all Receivables, the Collateral Agent will so notify the Company. The Collateral Agent agrees to have such confirmation made through the Company's auditors. If for any reason such auditors fail to proceed with the confirmations, the Collateral Agent may proceed to make such confirmations directly with account debtors and other payors. Each of the Pledgors hereby agrees that, upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall be entitled to confirm directly with account debtors and other payors, the amounts and terms of all Receivables. In addition, each Pledgor authorizes the Collateral Agent upon the occurrence of an Event of Default, and during the continuation of such Event of Default, to notify any account debtors that all sums payable to any Pledgor relating to the Collateral shall be paid directly to the Collateral Agent (for the benefit of itself and the Secured Parties).

### Section 7. Special Provisions Concerning Securities Collateral.

(a) <u>Pledge of Additional Securities</u>. Each Pledgor shall, upon obtaining any Pledged Securities or Intercompany Notes of any Person, promptly (and in any event within five (5) Business Days) deliver to the Collateral Agent (i) a pledge amendment, duly executed by such Pledgor, in substantially the form of <u>Exhibit 2</u> hereto (each, a "<u>Pledge Amendment</u>"), in

1-NY/1014806-10

respect of the additional Pledged Securities or Intercompany Notes which are to be pledged pursuant to this Agreement and confirming the attachment of the Lien hereby created on and in respect of such additional property and (ii) the definitive instruments representing all such additional Pledged Securities or the original Intercompany Notes (as applicable) together with undated stock powers or note powers (as applicable) duly endorsed or executed in blank by the propriate Pledgor, and such other instruments or documents as the Collateral Agent shall reasonably request. Each Pledgor hereby authorizes the Collateral Agent to attach each Pledge Amendment to this Agreement and agrees that all Pledged Securities or Intercompany Notes listed on any Pledge Amendment delivered to the Collateral Agent shall for all purposes hereunder be considered Pledged Collateral.

- (b) Voting Rights; Distributions; etc.
- (i) So long as no Event of Default shall have occurred and then be continuing:
- (A) Each Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Pledged Securities or any part thereof for any purpose not inconsistent with the terms or purposes of this Agreement or any other Credit Document; provided, however, that no Pledgor shall in any event exercise such rights in any manner which could reasonably be expected to have an adverse effect on the value of the Pledged Collateral or an adverse effect on the security intended to be provided by this Agreement.
- (B) Subject to the terms of the Credit Agreement, each Pledgor shall be entitled to receive and retain, and to utilize, free and clear of the Lien of this Agreement, any and all Distributions made in cash, but only if and to the extent such Distributions are permitted to be made in accordance with the terms and provisions of the Credit Agreement. Any and all other Distributions (including, without limitation, Distributions consisting of rights or interests in the form of securities) shall be forthwith delivered to the Collateral Agent to hold as Pledged Collateral and shall, if received by any Pledgor, be received in trust for the benefit of the Collateral Agent, be segregated from the other property or funds of such Pledgor and be forthwith delivered to the Collateral Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).
- (C) The Collateral Agent shall he deemed, without further action or formality, to have granted to each Pledgor all necessary consents relating to voting rights which such Pledgor is entitled to exercise pursuant to section 7(b)(i)(A) hereof and shall, if necessary, upon written request of any Pledgor and at the sole cost and expense of the Pledgors, from time to time execute and deliver (or cause to be executed and delivered) to such Pledgor all such instruments (in form and substance satisfactory to the Collateral Agent) as such Pledgor may reasonably request in order to permit such Pledgor to exercise the voting and other rights which it is entitled to exercise pursuant to Section

1-NY/1014806.10

7(b)(i)(A) hereof and to receive the Distributions which it is authorized to receive and retain pursuant to Section 7(b)(i)(B) hereof.

- (ii) Upon the occurrence of and during the continuance of any Event of Default:
- (A) All rights of each Pledgor to exercise the voting and other consensual rights it would otherwise be entitled to exercise pursuant to Section 7(b)(i)(A) hereof shall, without any action or the giving of any notice, cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall thereupon have the sole right to exercise such voting and other consensual rights.
- (B) All rights of each Pledgor to receive Distributions which it would otherwise be authorized to receive and retain pursuant to Section 7(b)(i)(B) hereof shall, without any action or the giving of any notice, cease and all such rights shall thereupon become vested in the Collateral Agent, which shall thereupon have the sole right to receive and hold as Pledged Collateral such Distributions; provided that if the Loans have not been accelerated as provided in the Credit Agreement (including, without limitation, that no acceleration has occurred as a result of an Event of Default specified in Section 8.05 of the Credit Agreement), such Pledgor may receive such Distributions for application solely to the payment of taxes in accordance with Section 5(n) hereof which taxes are not being contested by any Pledgor or to payment of the Secured Obligations.
- (iii) Each Pledgor shall, at its sole cost and expense, from time to time execute and deliver to the Collateral Agent appropriate instruments as the Collateral Agent may reasonably request in order to permit the Collateral Agent to exercise the voting and other rights which it may be entitled to exercise pursuant to Section 7(b)(ii)(A) hereof and to receive all Distributions which it may be entitled to receive under Section 7(b)(ii)(B) hereof.
- (iv) All Distributions which are received by any Pledgor contrary to the provisions of Section 7(b)(ii)(B) hereof shall be received in trust for the benefit of the Collateral Agent, shall be segregated from other funds of such Pledgor and shall immediately be paid over to the Collateral Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).
- (c) <u>No New Securities</u>. Each Pledgor shall cause each issuer of the Pledged Securities not to issue any stock or other securities or equity interests in addition to, or in substitution for, the Pledged Securities issued by such issuer, except to Pledgor or except as otherwise not prohibited by the Credit Agreement.
- (d) <u>Operative Agreements</u>. Each Pledgor has delivered to the Collateral Agent true, correct and complete copies of the Operative Agreements. The Operative

1-NY/1014806 10

Agreements are in full force and effect, have not as of the date hereof been amended or modified, and there is no existing default by any party thereunder or any event which, with the giving of notice or the passage of time or both, would constitute a default by any party thereunder. Each Pledgor shall deliver to the Collateral Agent a copy of any notice of default given or received by it under any Operative Agreement within ten (10) days after such Pledgor gives or receives such notice. No Pledgor will terminate or agree to terminate any Operative Agreement or make any amendment or modification to any Operative Agreement which may have an adverse effect on the value of the Pledged Interests or could reasonably be expected to have a material adverse effect on the value of the Pledged Collateral or an adverse effect on the security intended to be provided by this Agreement.

### Section 8. Special Provisions Concerning Intellectual Property Collateral.

(a) Protection of the Collateral Agent's Security. On a continuing basis, each Pledgor shall, at its sole cost and expense, (i) promptly following its becoming aware thereof, notify the Collateral Agent of (A) any adverse determination in any proceeding in the United States Patent and Trademark Office or the United States Copyright Office with respect to any Patent, Trademark or Copyright or (B) the institution of any proceeding or any adverse determination in any federal, state or local court or administrative body regarding such Pledgor's claim of ownership in or right to use any of the Intellectual Property Collateral, its right to register the Intellectual Property Collateral or its right to keep and maintain such registration in full force and effect, (ii) maintain and protect the Intellectual Property Collateral advisable (in the reasonable opinion of management of such Pledgor) or necessary for the operation of such Pledgor's business, (iii) not permit to lapse or become abandoned any Intellectual Property Collateral advisable (in the reasonable opinion of management of such Pledgor) or necessary for the operation of such Pledgor's business, and not settle or compromise any pending or future litigation or administrative proceeding with respect to the Intellectual Property Collateral advisable (in the reasonable opinion of management of such Pledgor) or necessary for the operation of such Pledgor's business, in each case, without the consent of the Collateral Agent, (iv) upon such Pledgor obtaining knowledge thereof, promptly notify the Collateral Agent in writing of any event which may reasonably be expected to adversely affect the value or utility of the Intellectual Property Collateral or any portion thereof advisable (in the reasonable opinion of management of such Pledgor) or necessary for the operation of such Pledgor's business, the ability of such Pledgor or the Collateral Agent to dispose of the Intellectual Property Collateral or any portion thereof or the rights and remedies of the Collateral Agent in relation thereto, including, without limitation, a levy or threat of levy or any legal process against the Intellectual Property Collateral or any portion thereof, (v) not license the Intellectual Property Collateral other than licenses entered into by such Pledgor in, or incidental to, the ordinary course of business or any transactions permitted by Section 7.17 of the Credit Agreement, or amend or permit the amendment of any of the licenses in a manner that adversely affects the right to receive payments thereunder or in any manner that would impair the value of the Intellectual Property Collateral or the Lien on the Intellectual Property Collateral intended to be granted to the Collateral Agent for the benefit of the Secured Parties, without the consent of the Collateral

1-NY/1014806.10

Agent, (vi) until the Collateral Agent exercises its rights to make collection, diligently keep adequate records respecting the Intellectual Property Collateral and (vii) furnish to the Collateral Agent from time to time statements and amended schedules further identifying and describing the Intellectual Property Collateral and such other materials evidencing or reports or other information pertaining to the Intellectual Property Collateral as the Collateral Agent may from time to time reasonably request, all in reasonable detail. Provided the Collateral Agent is advised in writing in advance, nothing herein shall require Pledgor to renew the registration of any Trademark which is not intended to be continued or used or is not used by Pledgor in its business or to pay any maintenance fee with respect to any Patent which Pledgor reasonably deems to be of little or no value.

- Bank Credit Termination Date (i) obtain any rights to any additional Intellectual Property Collateral or any renewal or extension thereof or (ii) become entitled to the benefit of any additional Intellectual Property Collateral or any renewal or extension thereof (including, without limitation, any reissue, division, renewal, extension, provisional, substitution, addition, continuation, or continuation-in-part of any Patent or any improvement on any Patent), the provisions of this Agreement shall automatically apply thereto and any such item enumerated in clause (i) or (ii) with respect to such Pledgor shall automatically constitute Intellectual Property Collateral and be subject to the Lien created by this Agreement without further action by any party other than actions required to perfect such Lien. Each Pledgor shall promptly provide to the Collateral Agent written notice of any of the foregoing. Each Pledgor agrees, promptly following a request by the Collateral Agent, to confirm the attachment of the Lien created by this Agreement to any rights described in clauses (i) and (ii) above by execution of an instrument in form and substance reasonably acceptable to the Collateral Agent.
- (c) <u>Modifications</u>. Each Pledgor authorizes the Collateral Agent to modify this Agreement by amending <u>Schedules III, IV, V and VI</u> hereto to include any future Intellectual Property Collateral of such Pledgor, including, without limitation, any of the items listed in Section 8(b).
- applications for the Patents, the Trademarks or the Copyrights now or hereafter pending that would be necessary or advisable to the business of such Pledgor, and shall do all acts necessary or advisable to preserve and maintain all rights in the Intellectual Property Collateral necessary or advisable for the operation of such Pledgor's business. Any and all costs and expenses incurred in connection with any such actions shall be borne by the Pledgors. No Pledgor shall abandon any right to file a Patent, Trademark or Copyright application, or any pending Patent, Trademark or Copyright application or any Patent, Trademark or Copyright necessary or advisable for the operation of such Pledgor's business without the consent of the Collateral Agent.
  - (e) Litigation.

1-NY/1014806.10

- Unless there shall occur and be continuing any Event of Default, each Pledgor shall have the right to commence and prosecute in its own name, as the party in interest, for its own benefit and at the sole cost and expense of the Pledgors, such applications for protection of the Intellectual Property Collateral and suits, proceedings or other actions for infringement, counterfeiting, unfair competition, dilution or other damage as are in its reasonable business judgment necessary or advisable to protect the Intellectual Property Collateral necessary or advisable for the operations of such Pledgor's business. Each Pledgor shall promptly notify the Collateral Agent in writing as to the commencement and prosecution of any such actions, or threat thereof relating to such Intellectual Property Collateral, and shall provide to the Collateral Agent such information with respect thereto as may be reasonably requested by the Collateral Agent. Each Pledgor shall indemnify and hold harmless the Collateral Agent and each Secured Party for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, expenses or disbursements (including attorneys' fees and expenses) of any kind whatsoever which may be imposed on, incurred by, or asserted against, the Collateral Agent or such Secured Party (as appropriate) in connection with or in any way arising out of such suits, proceedings or other actions.
- Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent shall have the right, but shall in no way be obligated, to file applications for protection of the Intellectual Property Collateral and/or bring suit in the name of any Pledgor, the Collateral Agent or the Secured Parties to enforce the Intellectual Property Collateral or any license thereunder. In the event of such suit, each Pledgor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents requested by the Collateral Agent in aid of such enforcement and the Pledgors shall promptly, upon demand, reimburse and indemnify the Collateral Agent, as the case may be, for all costs and expenses (including reasonable fees and expenses of counsel) incurred by the Collateral Agent in the exercise of its rights under this Section 8(e). In the event that the Collateral Agent shall elect not to bring suit to enforce the Intellectual Property Collateral, each Pledgor agrees, at the request of the Collateral Agent, to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement, counterfeiting or other diminution in value of any of the Intellectual Property Collateral by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing necessary or advisable to prevent such infringement, unless such Pledgor has determined that such Intellectual Property Collateral that is the subject of any pending or contemplated infringement or enforcement action or proceeding does not contain or represent any value or utility (other than of an immaterial nature), in each case consistent with prudent business practice.

Section 9. [RESERVED]

.014806.10

Section 10. <u>Transfers and Other Liens</u>. Except as otherwise permitted by the Credit Agreement or a Security Document, no Pledgor shall (a) sell, convey, assign or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral pledged by it hereunder, (b) create or permit to exist any Lien upon or with respect to any of the Pledged Collateral pledged by it hereunder other than (i) Prior Liens, (ii) the Lien and security interest granted to the Collateral Agent under this Agreement and the other Security Documents and (iii) Permitted Liens or (c) permit any issuer of the Pledged Securities to merge, consolidate or change its legal form, unless all of the outstanding equity interests of the surviving or resulting entity are, upon such merger or consolidation, pledged hereunder and no cash, securities or other property is distributed in respect of the outstanding equity interests of any other constituent entity except as permitted by the Credit Agreement.

Section 11. Reasonable Care. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Pledged Collateral in its possession if such Pledged Collateral is accorded treatment substantially equivalent to that which the Collateral Agent, in its individual capacity, accords its own property consisting of similar instruments or interests, it being understood that neither the Collateral Agent nor any of the Secured Parties shall have responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Securities Collateral, whether or not the Collateral Agent or any other Secured Party has or is deemed to have knowledge of such matters, or (ii) taking any necessary steps to preserve rights against any Person with respect to any Pledged Collateral.

# Section 12. Remedies upon Default; Obtaining the Pledged Collateral upon Event of Default.

- (a) If any Event of Default shall have occurred and be continuing, then and in every such case, the Collateral Agent may:
  - (i) Personally, or by agents or attorneys, immediately take possession of the Pledged Collateral or any part thereof, from any Pledgor or any other Person who then has possession of any part thereof with or without notice or process of law, and for that purpose may enter upon any Pledgor's or other Person's premises (as applicable) where any of the Pledged Collateral is located and remove such Pledged Collateral and may use in connection with such removal, any and all services, supplies, aids and other facilities of any Pledgor;
  - (ii) Instruct the obligor or obligors on any agreement, instrument or other obligation (including, without limitation, the Receivables and Contracts) constituting part of the Pledged Collateral to make any payment required by the terms of such instrument or agreement directly to the Collateral Agent; provided, however, that in the event that any such payments are made directly to any Pledgor, prior to receipt by any such obligor

L-NY/1014806.10

of such instruction, such Pledgor shall segregate all amounts received pursuant thereto in a separate account and pay the same promptly to the Collateral Agent;

- (iii) Sell, assign or otherwise liquidate, or direct any Pledgor to sell, assign or otherwise liquidate, any or all investments made in whole or in part with the Pledged Collateral or any part thereof, and take possession of the proceeds of any such sale, assignment or liquidation;
- (iv) Take possession of the Pledged Collateral or any part thereof, by directing any Pledgor in writing to deliver the same to the Collateral Agent at any place or places so designated by the Collateral Agent, in which event such Pledgor shall at its own expense: (A) forthwith cause the same to be delivered to the place or places designated by the Collateral Agent; (B) store and keep any Pledged Collateral so delivered to the Collateral Agent at such place or places pending further action or instruction by the Collateral Agent; and (C) while the Pledged Collateral shall be so stored and kept, provide such security and maintenance services as shall be necessary to protect the same and to preserve and maintain them in good condition. Each Pledgor's obligation to deliver the Pledged Collateral is of the essence of this Agreement;
- (v) Retain and apply the Distributions to the Secured Obligations as provided in Section 13 hereof; and
- (vi) Exercise any and all rights as beneficial and legal owner of the Pledged Collateral, including, without limitation, perfecting assignment of any and all consensual rights and powers with respect to any Pledged Collateral.

Upon application to a court of equity having jurisdiction, the Collateral Agent shall be entitled to a decree requiring specific performance by any Pledgor of any of the foregoing obligations.

- (b) Remedies: Disposition of the Pledged Collateral.
- (i) Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent may from time to time exercise in respect of the Pledged Collateral, in addition to the other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC, and the Collateral Agent may also in its sole discretion, without notice except as specified below, sell, assign or grant a license to use the Pledged Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Collateral Agent may deem appropriate. The Collateral Agent or any other Secured Party or any of their respective Affiliates may be the purchaser of any or all of the Pledged Collateral at any such sale

1-NY/1014806.10

and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Pledged Collateral sold at such sale, to use and apply any of the Secured Obligations owed to such Person as a credit on account of the purchase price of any Pledged Collateral payable by such Person at such sale. Each purchaser at any such sale shall acquire the property sold absolutely free from any claim or right on the part of any Pledgor, and each Pledgor hereby waives, to the fullest extent permitted by law, all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Collateral Agent shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Pledgor hereby waives, to the fullest extent permitted by law, any claims against the Collateral Agent arising by reason of the fact that the price at which any Pledged Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Pledged Collateral to more than one offeree.

- (ii) Each Pledgor acknowledges and agrees that, to the extent notice of sale shall be required by law, ten days' notice to such Pledgor of the time and place of any public sale or of the time after which any private sale or other intended disposition is to take place shall be commercially reasonable notification of such matters. No notification need be given to any Pledgor if it has signed, after the occurrence of an Event of Default, a statement renouncing or modifying any right to notification of sale or other intended disposition.
- Waiver of Notice and Claims. Each Pledgor hereby waives, to the fullest (c) extent permitted by applicable law, notice or judicial hearing in connection with the Collateral Agent's taking possession or the Collateral Agent's disposition of any of the Pledged Collateral, including, without limitation, any and all prior notice and hearing for any prejudgment remedy or remedies and any such right which such Pledgor would otherwise have under applicable law, and each Pledgor hereby further waives, to the fullest extent permitted by applicable law: (i) all damages occasioned by such taking of possession, (ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Collateral Agent's rights hereunder, and (iii) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law. The Collateral Agent shall not be liable for any incorrect or improper payment made or action taken pursuant to this Section 12 in the absence of gross negligence or willful misconduct as determined by a final decision (after all appeals and the expiration of time to appeal) of a court of competent jurisdiction. Any sale of. or the grant of options to purchase, or any other realization upon, any Pledged Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the applicable Pledgor therein and thereto, and shall be a perpetual bar both at law and in equity

1-NY/1014806.10

against such Pledgor and against any and all Persons claiming or attempting to claim the Pledged Collateral so sold, optioned or realized upon, or any part thereof, from, through or under such Pledgor.

- (d) Certain Sales of Pledged Collateral. Each Pledgor recognizes that, by reason of certain prohibitions contained in law, rules, regulations or orders of any foreign Governmental Authority, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Pledged Collateral, to limit purchasers to those who meet the requirements of such foreign Governmental Authority. Each Pledgor acknowledges that any such sales may be at prices and on terms less favorable to the Collateral Agent than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such restricted sale shall be deemed to have been made in a commercially reasonable manner and that, except as may be required by applicable law, the Collateral Agent shall have no obligation to engage in public sales.
- Each Pledgor recognizes that, by reason of certain prohibitions contained (e) in the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Securities Collateral, to limit purchasers to Persons who will agree, among other things, to acquire such Securities Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Each Pledgor acknowledges that any such private sales may be at prices and on terms less favorable to the Collateral Agent than those obtainable through a public sale without such restrictions (including, without limitation, a public offering made pursuant to a registration statement under the Securities Act), and, notwithstanding such circumstances, agrees that any such private sale shall he deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Securities Collateral for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would agree to do so.
- and during the continuance of any Event of Default, at the request of the Collateral Agent, for the benefit of the Collateral Agent, cause any registration under, qualification under, or compliance with, any federal or state securities law or laws to be effected with respect to all or any part of the Securities Collateral as soon as practicable and at the sole cost and expense of the Pledgors. Each Pledgor will use its best efforts to cause such registration to be effected (and be kept effective) and will use its best efforts to cause such qualification and compliance to be effected (and be kept effective) as may be so requested and as would permit or facilitate the sale and distribution of such Securities Collateral, including, without limitation, registration under the Securities Act (or any similar statute then in effect), appropriate qualifications under applicable blue sky or other state securities laws and appropriate compliance with any other government requirements. Each Pledgor shall cause the Collateral Agent to be kept advised in writing as to

1-NY/1014806.10

the progress of each such registration, qualification or compliance and as to the completion thereof, shall furnish to the Collateral Agent such number of prospectuses, offering circulars or other documents incident thereto as the Collateral Agent from time to time may request, and shall indemnify and shall cause the issuer of the Securities Collateral to indemnify the Collateral Agent and all others participating in the distribution of such Securities Collateral against all claims, losses, damages and liabilities caused by any untrue statement (or alleged untrue statement) of a material fact contained therein made or deemed made by such issuer (or in any related registration statement, notification or the like) or by any omission (or alleged omission) to state therein made or deemed made by such issuer (or in any related registration statement, notification or the like) of a material fact required to be stated therein by such issuer (or in any related registration statement, notification or the like) or necessary to make the statements therein made by or deemed made by such issuer (or in any related registration statement, notification or the like) not misleading.

(g) If the Collateral Agent determines to exercise its right to sell any or all of the Securities Collateral, upon written request, the applicable Pledgor shall from time to time furnish to the Collateral Agent all such information as the Collateral Agent may request in order to determine the number of securities included in the Securities Collateral which may be sold by the Collateral Agent as exempt transactions under the Securities Act and the rules of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

Section 13. Application of Proceeds. The proceeds received by the Collateral Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Pledged Collateral pursuant to the exercise by the Collateral Agent of its remedies as a secured creditor as provided in this Agreement or otherwise shall be applied, together with any other sums then held by the Collateral Agent pursuant to this Agreement, promptly by the Collateral Agent as follows:

First, to the payment of all costs and expenses, fees, commissions and taxes of such sale, collection or other realization, including, without limitation, reasonable compensation to the Collateral Agent and its agents and counsel and all expenses, liabilities and advances made or incurred by the Collateral Agent in connection therewith, together with interest on each such amount at the highest rate then in effect under the Credit Agreement from and after the date such amount is due, owing or unpaid until paid in full;

Second, to the payment of all other costs and expenses of such sale, collection or other realization, including, without limitation, reasonable compensation to the Banks and their agents and counsel and all costs, liabilities and advances made or incurred by the Banks in connection therewith, together with interest on each such amount at the highest rate then in effect under the Credit Agreement from and after the date such amount is due, owing or unpaid until paid in full;

1-NY/1014806.10

Third, without duplication of amounts applied pursuant to clauses First and Second above, to the payment in full in cash of interest, principal and other amounts constituting Secured Obligations (other than Obligations now existing or hereafter arising under, or in connection with, any Interest Rate Agreements ("Interest Rate Obligations")) in accordance with the terms of the Credit Agreement;

Fourth, to the payment of full in cash pro rata of the Interest Rate Obligations in accordance with the terms of the Interest Rate Agreements; and

Fifth, the balance, if any, to the Person lawfully entitled thereto (including the Pledgors or their respective successors or assigns) or as a court of competent jurisdiction otherwise directs.

Agent the amount of any and all expenses, including, without limitation, the reasonable fees and expenses of its counsel and the fees and expenses of any experts and agents which the Collateral Agent may incur, in connection with (a) the collection of the Secured Obligations, (b) the enforcement and administration of this Agreement, (c) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Pledged Collateral, (d) the exercise or enforcement of any of the rights of the Collateral Agent or any Secured Party hereunder or under applicable law or (e) the failure by any Pledgor to perform or observe any of the provisions hereof. All amounts payable by any Pledgor under this Section 14 shall be due upon demand and shall be part of the Secured Obligations. Each Pledgor's obligations under this Section 14 shall survive the termination of this Agreement and the discharge of such Pledgor's other obligations hereunder.

Section 15. No Waiver; Cumulative Remedies. (a) No failure on the part of the Collateral Agent to exercise, no course of dealing with respect to, and no delay on the part of the Collateral Agent in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law.

(b) In the event that the Collateral Agent shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Collateral Agent, then and in every such case, the Pledgors, the Collateral Agent and each Secured Party shall be restored to their respective former positions and rights hereunder with respect to the Pledged Collateral, and all rights, remedies and powers of the Collateral Agent and the Secured Parties shall continue as if no such proceeding had been instituted.

1-NY/1014806.10

Section 16. Collateral Agent. The Collateral Agent has been appointed as collateral agent pursuant to the Credit Agreement. The actions of the Collateral Agent hereunder are subject to the provisions of the Credit Agreement. The Collateral Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking action (including, without limitation, the release or substitution of Pledged Collateral), in accordance with this Agreement and the Credit Agreement. The Collateral Agent may resign and a successor Collateral Agent may be appointed in the manner provided in the Credit Agreement. Upon the acceptance of any appointment as the Collateral Agent by a successor Collateral Agent, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent under this Agreement, and the retiring Collateral Agent shall thereupon be discharged from its duties and obligations under this Agreement. After any retiring Collateral Agent's resignation, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Collateral Agent.

Collateral Agent May Perform: Collateral Agent Appointed Section 17. Attorney-in-Fact. If any Pledgor shall fail to do any act or thing that it has covenanted to do hereunder or if any warranty on the part of any Pledgor contained herein shall be breached, the Collateral Agent may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose. Any and all amounts so expended by the Collateral Agent shall be paid by the Pledgors promptly upon demand therefor, with interest at the highest rate then in effect under the Credit Agreement during the period from and including the date on which such funds were so expended to the date of repayment. Each Pledgor's obligations under this Section 17 shall survive the termination of this Agreement and the discharge of such Pledgor's other obligations under this Agreement, the Credit Agreement, any Interest Rate Agreement and the other Credit Documents. Each Pledgor hereby appoints the Collateral Agent its attorney-in-fact, with full authority in the place and stead of such Pledgor and in the name of such Pledgor, or otherwise, from time to time in the Collateral Agent's discretion to take any action and to execute any instrument consistent with the terms of this Agreement and the other Credit Documents which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term of this Agreement. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue thereof.

### Section 18. <u>Indemnity</u>.

(a) <u>Indemnity</u>. Each Pledgor agrees to indemnify, pay and hold harmless the Collateral Agent and each of the other Secured Parties and the officers, directors, employees, attorneys, agents and Affiliates of the Collateral Agent and each of the other Secured Parties (collectively, the "<u>Indemnitees</u>") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs (including, without limitation, settlement costs), expenses or disbursements of any kind or nature whatsoever (including,

1-NY/1014806.10

without limitation, the fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitee shall be designated a party thereto) which may be imposed on, incurred by, or asserted against that Indemnitee, in any manner relating to or arising out of this Agreement, any Interest Rate Agreement or any other Credit Document (including, without limitation, any misrepresentation by any Pledgor in this Agreement, any Interest Rate Agreement or any other Credit Document) (the "indemnified liabilities"); provided that no Pledgor shall have any obligation to an Indemnitee hereunder with respect to indemnified liabilities if it has been determined by a final decision (after all appeals and the expiration of time to appeal) of a court of competent jurisdiction that such indemnified liability arose from the gross negligence or willful misconduct of that Indemnitee. To the extent that the undertaking to indemnify, pay and hold harmless set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, each Pledgor shall contribute the maximum portion which it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them.

- (b) <u>Survival</u>. The obligations of the Pledgors contained in this Section 18 shall survive the termination of this Agreement and the discharge of the Pledgors' other obligations under this Agreement, any Interest Rate Agreement and under the other Credit Documents.
- (c) <u>Reimbursement</u>. Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Secured Obligations hereunder secured by the Pledged Collateral.
- Section 19. Modification in Writing. No amendment, modification, supplement, termination or waiver of or to any provision of this Agreement, nor consent to any departure by any Pledgor therefrom, shall be effective unless the same shall be made in accordance with the terms of the Credit Agreement and unless the same shall be in writing and signed by the Collateral Agent. Any amendment, modification or supplement of or to any provision of this Agreement, any waiver of any provision of this Agreement and any consent to any departure by any Pledgor from the terms of any provision of this Agreement shall only be effective in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement or any other Credit Document, no notice to or demand on any Pledgor in any case shall entitle any Pledgor to any other or further notice or demand in similar or other circumstances.
- Section 20. <u>Termination: Release</u>. Upon the Bank Credit Termination Date, this Agreement shall terminate. Upon termination of this Agreement or any release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the Collateral Agent shall, upon the request and at the sole cost and expense of the Pledgors, forthwith assign, transfer and deliver to Pledgor, against receipt and without recourse to, or warranty by, the Collateral Agent, such of the Pledged Collateral to be released (in the case of a release) as may be in possession of

I-NY/1014806.10

the Collateral Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Pledged Collateral, proper instruments (including UCC termination statements on Form UCC-3) acknowledging the termination of this Agreement or the release of such Pledged Collateral, as the case may be.

Section 21. Notices. Unless otherwise provided herein or in the Credit Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner set forth in the Credit Agreement, as to any Pledgor, addressed to it at the address of the Company set forth in the Credit Agreement and as to the Collateral Agent, addressed to it at the address set forth in the Credit Agreement, or in each case at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 21; provided that notices to the Collateral Agent shall not be effective until received by the Collateral Agent.

Continuing Security Interest: Assignment. This Agreement shall Section 22. create a continuing security interest in the Pledged Collateral and shall (i) be binding upon the Pledgors, their respective successors and assigns and (ii) inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and the other Secured Parties and each of their respective successors, transferees and assigns. No other Persons (including, without limitation, any other creditor of any Pledgor) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (ii), any Bank may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Bank, herein or otherwise, subject however, to the provisions of the Credit Agreement and any applicable Interest Rate Agreement. Each Affiliate of any Pledgor which from time to time after the initial date of this Agreement is required under the Credit Agreement to pledge any assets to the Collateral Agent for the benefit of the Secured Parties may become a party hereto upon execution and delivery to the Collateral Agent of a joinder agreement substantially in the form attached hereto as Exhibit 3, and upon such execution and delivery such affiliate shall be deemed to be a "Guarantor" and a "Pledgor" for all purposes hereunder.

Section 23. GOVERNING LAW; TERMS. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCLUDING (TO THE GREATEST EXTENT PERMITTED BY LAW) ANY RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, IN RESPECT OF ANY PARTICULAR PROPERTY, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

1-MY/1014806.10

# Section 24. <u>CONSENT TO JURISDICTION AND SERVICE OF PROCESS</u>; WAIVER OF JURY TRIAL.

EACH PLEDGOR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF THE STATE COURTS OF THE STATE OF NEW YORK IN NEW YORK COUNTY AND TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN NEW YORK COUNTY, FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR ANY OTHER CREDIT DOCUMENT BROUGHT BY THE COLLATERAL AGENT, A BANK (TO THE EXTENT PERMITTED BY THE CREDIT DOCUMENTS) OR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS IN EITHER OF THE ABOVE-REFERENCED FORUMS AT THE SOLE OPTION OF THE COLLATERAL AGENT OR SUCH BANK (AS APPLICABLE). EACH PLEDGOR TO THE EXTENT PERMITTED BY APPLICABLE LAW (A) HEREBY WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, OR OTHERWISE, IN ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH COURTS, ANY CLAIM THAT IT IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF THE ABOVE-NAMED COURTS, THAT ITS PROPERTY IS EXEMPT OR IMMUNE FROM ATTACHMENT OR EXECUTION, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER OR THAT THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR ANY OTHER CREDIT DOCUMENT MAY NOT BE ENFORCED IN OR BY SUCH COURT, (B) HEREBY WAIVES THE RIGHT TO REMOVE ANY SUCH ACTION. SUIT OR PROCEEDING INSTITUTED BY THE COLLATERAL AGENT OR A BANK IN STATE COURT TO FEDERAL COURT, AND (C) HEREBY WAIVES THE RIGHT TO ASSERT IN ANY SUCH ACTION, SUIT OR PROCEEDING ANY OFFSETS OR COUNTERCLAIMS EXCEPT COUNTERCLAIMS THAT ARE COMPULSORY OR OTHERWISE ARISE FROM THE SAME SUBJECT MATTER. EACH PLEDGOR HEREBY CONSENTS TO SERVICE OF PROCESS BY MAIL AT THE ADDRESS TO WHICH NOTICES ARE TO BE GIVEN PURSUANT TO SECTION 21 HEREOF. EACH PLEDGOR AGREES THAT ITS SUBMISSION TO JURISDICTION AND CONSENT TO SERVICE OF PROCESS BY MAIL IS MADE FOR THE EXPRESS BENEFIT OF THE COLLATERAL AGENT AND EACH BANK. FINAL JUDGMENT AGAINST A PLEDGOR IN ANY SUCH ACTION, SUIT OR PROCEEDING SHALL BE CONCLUSIVE, AND MAY BE ENFORCED IN ANY OTHER JURISDICTION (A) BY SUIT, ACTION OR PROCEEDING ON THE JUDGMENT, A CERTIFIED OR TRUE COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND OF THE AMOUNT OF INDEBTEDNESS, LIABILITY OR OTHER OBLIGATION OF SUCH PLEDGOR THEREIN DESCRIBED OR (B) IN ANY OTHER MANNER PROVIDED BY, OR PURSUANT TO, THE LAWS OF SUCH OTHER JURISDICTION, PROVIDED, HOWEVER, THAT, THE COLLATERAL AGENT, AND TO THE

1-NY/1014806.10

EXTENT PERMITTED BY THE CREDIT DOCUMENTS, ANY BANK MAY AT ITS OPTION BRING SUIT, OR INSTITUTE OTHER JUDICIAL PROCEEDINGS AGAINST A PLEDGOR OR ANY OF THEIR RESPECTIVE ASSETS IN ANY STATE OR FEDERAL COURT OF THE UNITED STATES OR OF ANY COUNTRY OR PLACE WHERE SUCH PLEDGOR MAY BE FOUND.

- EACH PLEDGOR HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR ANY OTHER CREDIT DOCUMENT, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING OR WHETHER IN CONTRACT OR TORT OR OTHERWISE. EACH PLEDGOR ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE COLLATERAL AGENT AND THE SECURED PARTIES THAT THE PROVISIONS OF THIS SECTION CONSTITUTE A MATERIAL INDUCEMENT UPON WHICH THE COLLATERAL AGENT AND THE SECURED PARTIES HAVE RELIED, ARE RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS. THE COLLATERAL AGENT AND/OR A SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF ANY PLEDGOR TO THE WAIVER OF ITS RIGHTS TO TRIAL BY JURY.
- Section 25. <u>Severability of Provisions</u>. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- Section 26. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Signature pages may be detached from counterpart documents and reassembled to form duplicate executed originals. Delivery of an executed signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 27. <u>Headings</u>. The Section headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

L-NY/1014806.10

Section 28. <u>Obligations Absolute</u>. All obligations of each Pledgor hereunder shall be absolute and unconditional irrespective of:

- (i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Pledgor or any other Credit Party;
- (ii) any lack of validity or enforceability of the Credit Agreement, any Interest Rate Agreement, any Letter of Credit or any other Credit Document, or any other agreement or instrument relating thereto;
- (iii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any Interest Rate Agreement, any Letter of Credit or any other Credit Document, or any other agreement or instrument relating thereto;
- (iv) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations;
- (v) any exercise, non-exercise or waiver of any right, remedy, power or privilege under or in respect of this Agreement, any Interest Rate Agreement or any other Credit Document except as specifically set forth in a waiver granted pursuant to the provisions of Section 19 hereof; or
- (vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, any Pledgor.
- The Collateral Agent's Right to Sever Indebtedness. (a) Each Section 29. Pledgor acknowledges that (i) the Pledged Collateral does not constitute the sole source of security for the payment and performance of the Secured Obligations and that the Secured Obligations are also secured by other types of property of the Pledgors in other jurisdictions (all such property, collectively, the "Collateral"), (ii) the number of such jurisdictions and the nature of the transaction of which this instrument is a part are such that it would have been impracticable for the parties to allocate to each item of Collateral a specific loan amount and to execute in respect of such item a separate credit agreement and (iii) each Pledgor intends that the Collateral Agent have the same rights with respect to the Pledged Collateral in any judicial proceeding relating to the exercise of any right or remedy hereunder or otherwise, that the Collateral Agent would have had if each item of Collateral had been pledged or encumbered pursuant to a separate credit agreement and security instrument. In furtherance of such intent, each Pledgor agrees to the greatest extent permitted by applicable law that the Collateral Agent may at any time in its sole discretion by notice (an "Allocation Notice") to such Pledgor allocate a portion of the Secured Obligations (the "Allocated Indebtedness") to all or a specified portion

1-NY/1014806 10

of the Pledged Collateral and sever from the remaining Secured Obligations the Allocated Indebtedness. From and after the giving of an Allocation Notice with respect to any of the Pledged Collateral, the Secured Obligations hereunder shall be limited to the extent set forth in the Allocation Notice and (as so limited) shall, for all purposes, be construed as a separate credit obligation of such Pledgor unrelated to the other transactions contemplated by the Credit Agreement, any Interest Rate Agreement, any other Credit Document or any document related to any thereof. To the extent that the proceeds of any judicial proceeding relating to the exercise of any right or remedy hereunder of the Pledged Collateral shall exceed the Allocated Indebtedness. such proceeds shall belong to such Pledgor and shall not be available hereunder to satisfy any Secured Obligations of such Pledgor other than the Allocated Indebtedness. In any action or proceeding to exercise any right or remedy under this Agreement which is commenced after the giving by the Collateral Agent of an Allocation Notice, the Allocation Notice shall be conclusive proof of the limits of the Secured Obligations hereby secured, and such Pledgor may introduce. by way of defense or counterclaim, evidence thereof in any such action or proceeding. Notwithstanding any provision of this Section 29, the proceeds received by the Collateral Agent pursuant to this Agreement shall be applied by the Collateral Agent in accordance with the provisions of Section 13 hereof.

- Each Pledgor hereby waives to the greatest extent permitted under applicable law the right to a discharge of any of the Secured Obligations under any statute or rule of law now or hereafter in effect which provides that the exercise of any particular right or remedy as provided for herein (by judicial proceedings or otherwise) constitutes the exclusive means for satisfaction of the Secured Obligations or which makes unavailable any further judgment or any other right or remedy provided for herein because the Collateral Agent elected to proceed with the exercise of such initial right or remedy or because of any failure by the al Agent to comply with laws that prescribe conditions to the entitlement to such ent judgment or the availability of such subsequent right or remedy. In the event that, withstanding the foregoing waiver, any court shall for any reason hold that such subsequent judgment or action is not available to the Collateral Agent, no Pledgor shall (i) introduce in any other jurisdiction any judgment so holding as a defense to enforcement against such Pledgor of any remedy in the Credit Agreement, any Interest Rate Agreement or any other Credit Document or (ii) seek to have such judgment recognized or entered in any other jurisdiction, and any such judgment shall in all events be limited in application only to the state or jurisdiction where rendered and only with respect to the collateral referred to in such judgment.
- (c) In the event any instrument in addition to the Allocation Notice is necessary or advisable to effectuate the provisions of this Section 29, including, without limitation, any amendment to this Agreement, any substitute promissory note or any affidavit or certificate of any kind, the Collateral Agent may execute and deliver such instrument as the attorney-in-fact of any Pledgor. Such power of attorney is coupled with an interest and is irrevocable.

L-NY/1014806.10

- (d) Notwithstanding anything set forth herein to the contrary, the provisions of this Section 29 shall be effective only to the maximum extent permitted by applicable law.
- Section 30. <u>Future Advances</u>. This Agreement shall secure the payment of any amounts advanced from time to time pursuant to the Credit Agreement.
- Section 31. <u>Intercreditor Agreement</u>. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be subject to the provisions of that certain intercreditor agreement, dated as of March 30, 1998 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "<u>Intercreditor Agreement</u>"), among the Collateral Agent and Reliance Surety Company, United Pacific Insurance Company, Reliance National Indemnity Company and Reliance Insurance Company.
- Section 32. Enforcement of Rights; No Obligation to Marshall Assets. In enforcing any rights under this Agreement or any other Credit Document, the Collateral Agent shall not be required to resort to any particular security, right or remedy through foreclosure or otherwise or to proceed in any particular order of priority, or to otherwise act or refrain from acting; and, to the extent permitted by applicable law, each Pledgor hereby waives and releases any right to a marshalling of assets or a sale in inverse order of alienation.

1-NY/1014806.10

IN WITNESS WHEREOF, the Pledgors and the Collateral Agent have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

MORRIS MATERIAL HANDLING, INC., as Pledgor

By:

Name: Martin L. Ditkof

Title: Secretary

EPH MATERIAL HANDLING, LLC, as Pledgor

Bv:

Name: Martin L. Ditkof

Title: Manager

HARNISCHFEGER DISTRIBUTION & SERVICE, LLC, as Pledgor

By

Name: Martin L. Ditkof

Title: Manager

HPH MATERIAL HANDLING, LLC, as Pledgor

By:

Name: Martin L. Ditkof

Title: Manager

1-MY/1014806.10

MATERIAL HANDLING EQUIPMENT NEVADA CORPORATION, as Pledgor

By:\_

Name: Martin L. Ditkof

Title:

Secretary

MORRIS MATERIAL HANDLING, LLC, (f/k/a Material Handling, LLC), as Pledgor

By:

Name:

Martin L. Ditkof

Title:

Manager

MHE TECHNOLOGIES, INC., as Pledgor

Bv:

Name:

John A. Oscar, Jr.

Title:

Vice President, Secretary

and Treasurer

MMH HOLDINGS, INC., as Pledgor

Bv:

Name:

Martin L. Ditkof

Title:

Secretary

1-MY/1014806.10

MATERIAL HANDLING EQUIPMENT NEVADA CORPORATION, as Pledgor

By:\_

Martin L. Ditkof

Name: Title:

Secretary

MORRIS MATERIAL HANDLING, LLC, (f/k/a Material Handling, LLC), as Pledgor

By:

Name:

Martin L. Ditkof

Title:

Manager

MHE TECHNOLOGIES, INC., as Pledgor

Ву:\_\_

Name:

John A. Oscar, Jr.

Title:

Vice President, Secretary

and Treasurer

MMH HOLDINGS, INC., as Pledgor

By:\_

Martin L. Ditkof

Title:

Secretary

1-47/1014006.10

MERWIN, LLC (f/k/a Morris Material Handling, LLC) as Pledgor

By:\_\_\_\_

Name: Martin L. Ditkof

Title:

Manager

MPH CRANE, INC., as Pledgor

Ву

Martin L. Ditkof

Name: Title:

Secretary

PHMH HOLDING COMPANY, as Pledgor

By:\_

Name: John A. Oscar, Jr.

Title:

Vice President, Secretary

and Treasurer

PMHE SERVICE, INC., as Pledgor

Bv

Name:

Martin L. Ditkof

Title:

Secretary

SPH CRANE & HOIST, INC., as Pledgor

By:<u></u> <u>←</u>

Name:

Martin L. Ditkof

Title:

Secretary

1-NY/1014806.10

MERWIN, LLC (f/k/a Morris Material Handling, LLC) as Pledgor

Name:

Martin L. Ditkof

Title:

Manager

MPH CRANE, INC., as Pledgor

Name:

Martin L. Ditkof

Title: S

Secretary

PHMH HOLDING COMPANY, as Pledgor

By:\_\_

Name:

John A. Oscar, Jr

Title:

Vice President, Secretary

and Treasurer

PMHE SERVICE, INC., as Pledgor

Name:

Martin L. Ditkof

Title:

Secretary

SPH CRANE & HOIST, INC., as Pledgor

By:\_

Name:

Martin L. Ditkof

Title:

Secretary

1-MT/1014896.19

\*\* TOTAL PAGE.05 \*\*

### BIRMINGHAM CRANE & HOIST INC.

By.

Name: Martin L. Ditkof

Title: Secretary

CANADIAN IMPERIAL BANK OF COMMERCE, as Collateral Agent

Ву: \_\_\_\_\_

Name: Lindsay Gordon
Title: Executive Director

CIBC World Markets Corp. As Agent

1-NY/1014806.10

Schedule I - A Pledged Shares

Pledgor	Issuer	Clasa	Certificate Number	Shares	Percentage of Outstanding Shares Represented by Pledged Shares	Authorized Shares Of Issuer
PHMH Holding Company	Birmingham Crane & Hoist, Inc. (f/k/a Double S Enterprises, Inc.)	Common	10	10,000	100%	10,000
PHMH Holding Company	Material Handling Equipment Nevada Corporation	Common	6	10	100%	1.000
PHMH Holding Company	MHE Technologies, Inc.	Common	2	100	1000	1.000
PHMH Holding Company	MPH Crane, Inc.	Class A	4A	50	100%	600
,,		(Voting) Class B (Nonvoting)	4B	450	100	(150 Class A. 450 Class B)
DUS (III III G			5	11.76	-	
PHMH Holding Company	PHME Service, Inc.	Common	2	100	100%	1,000
PHMH Holding Company	SPH Crane & Hoist, Inc.	Common	3	100 85.39	100%	1,000
PHMH Holding Company	Morris Blooma (Pte) Limited	Ordinary	022	487,500	65%	800,000
PHMH Holding Company	P&H Middle East, Limited	Ordinary	2	I	100%	50,000
PHMH Holding Company	Morris Material Handling Mexico S.A. de C.V. (5/k/a Hercules S.A. de C.V.)		1-B-5	17,058,301	99%	unlimited
MMH Holdings, Inc.	Morris Material Handling, Inc.	Common	3	100	100%	1,000
Morris Material Handling, Inc.	PHMH Holding Company	Class A Common	7	350	100%	1,000 (500 Class A;
		Class A Common Class B Common	6	50 250		500 Class B)
Morris Material Handling, Inc.	Morris Material Handling	Containon	1 1	2	100%	
Norris Material Franching, Inc.	Equipment, Ltd.		2 3	48,061,643 7,258,374	100%	
Morris Material Handling, Inc.	Morris Material Handling Mexico S.A. de C.V. (£/k/a	<del></del>	1-8-4	28,610	1.0%	unlimited
	Hercules S.A. de C.V.)		1-B-6	172,304		
Morris Material Handling, Inc.	RedCrown, ULC	Ordinary	4	1	0,1%	100,000,000 Redeemable Ordinary Shares 100 Ordinary Shares
Morris Material Handling, Inc.	MHE Canada, ULC	Common	3	1	100%	1,000,000
Morris Material Handling, Inc.	Morris Material Handling Australia Pty Limited	Ordinary	1 3	100 5,2 <b>86,900</b>	100%	
Merwin LLC	3016117 Nova Scotia ULC		I-A 1	1,000	100%	
Morris Material Handling, Inc.	Morris Material Handling (Thailand) Ltd.	Ordinary	-	47,995		72,000 Preference Shares 48,000 Ordinary
						Shares

071376 0001 290305 v5

### Schedule I - B Pledged Interests

Pledgor	Issuer	Certificate	Percentage
PHME Service, Inc.	EPH Material Handling, LLC	l	1.00%
PHME Service, Inc.	Harnischfeger Distribution & Service, LLC	1	1.01%
PHME Service, Inc.	HPH Material Handling, LLC	1	1.00%
Harnischfeger Distribution & Service, LLC	EPH Material Handling, LLC	2	99%
Harnischfeger Distribution & Service, LLC	HPH Material Handling, LLC	2	99%
Material Handling Equipment Nevada Corporation	Harnischfeger Distribution & Service, LLC	2	98.99%
Morris Material Handling, Inc.	Morris Material Handling, LLC	ī	100.0%

071376 0001 (29039) 52

Morris Material Handling intercompany Notes As of 1/3 1/00

							03/30/98	03/30/98	01/31/00	01/31/00	
	ISSUEL	Holder	<	Amount	Date	Note #	Exch Rate	USD Equiv	Exch Rate	USD Equiv	
ی	MORRIS MATERIAL HANDLING MEXICO SA DE CV	MORRIS MATERIAL HANDLING LLC	OSD	976,236 41	7/22/94	1968	1	\$976,236 41	1	\$976,230,11	
ی	MORRIS MATERIAL HANDLING MEXICO SA DE CV	MORRIS MATERIAL HANDLING LLC	osn	108,470 71	7/22/94	1978	1	\$108,470.71	-	\$108,470 #	
ی	MORRIS MATERIAL HANDLING MEXICO SA DE CV	MORRIS MATERIAL HANDLING LLC	oso	200,000 00	8/4/94	1238	1	\$200,000,00	-	\$200,000.00	
ဗ	MORRIS MECHANICAL HANDLING INC	MORRIS MATERIAL HANDLING LLC	OSO	2,615,659 08	12/23/94	1648	1	\$2,615,659.08	1	\$2,615,059.00	
و	MPH CRANE, INC	PHAMH HOLDING COMPANY	OSD	4,007,046,90	2/14/97	198	-	\$4,007,046.90	-	\$4,007 UHo no	
ပ	LOWFILE LTD	MORRIS MATERIAL HANDLING EQUIPMENT LTD GBP		59,740,000 00	8/29/97	P422A	1 6815	\$268,602,810 00	1 6386	\$261,893,/301001	
ပ	LOWFILE LTD	REDCROWNULC	GBP	1,198,228,00	3/25/98	MHE-201	1 6815	\$2,014,820.38	1 6396	\$1,964,494 81	
وي	MORRIS MATERIAL HANDLING LIMITED	MANH (HOLDINGS) LTD	dB5	00 000'89	3/25/98	MHE-202	1 6815	\$114,342.00	1 6395	\$111,486.00	
ی	MORRIS MATERIAL HANDLING LIMITED	LOWFILE LTD	GBP	22,710 49	3/25/98	MHE-203	1 6815	\$38,187 69	1 6395	\$37,233 85	
g	MORRIS MATERIAL HANDLING LIMITED	MACH INTERNATIONAL LTD	GBP	2,436,051 00	3/25/98	MHE 204	1 6815	\$4,096,219.76	1 6395	\$3,993,905 61	
ی	MORRIS MATERIAL HANDLING LIMITED	REDCROWN ULC	<b>dB</b> 5	52,022 15	3/25/98	MHE-205	1 6815	\$87,475.25	1 6395	\$85,290 31	
G	BUTTERS ENGINEERING SERVICES LTD	REDCROWN ULC	<b>dB</b> 5	104,542.57	3/25/98	MHE-206	1 6815	\$175,788 33	1 6395	\$171,397 54	
၂	MORRIS MATERIAL HANDLING EQUIPMENT LTD	MORRIS MATERIAL HANDLING INC	<b>d8</b> 5	48,061,643 00	3/25/98	MHE-207	1 6815	\$80,815,652 70	1 6395	\$78,797,063 /U	
ی	LOWFILE LTD	MORRIS MATERIAL HANDLING EQUIPMENT LTD GBP	<b>dB</b> 9	22,678,408 00	3/25/98	MHE-208	1 6815	\$38,133,743.05	1 6395	\$37,181,249.92	
ပ	MORRIS MATERIAL HANDLING LIMITED	MORRIS MATERIAL HANDLING EQUIPMENT LTD GBP	<b>GBP</b>	7,258,373.92	3/25/98	MHE-209	1 6815	\$12,204,955 75	1 6395	\$11,900,104 04	
								\$414,191,408 01		\$404,043,308 88	
g	MORRIS MECHANICAL HANDLING INC	MORRIS MATERIAL HANDLING LLC	OSN	275,000 00	6/28/98	:				\$275,000 00	
ی	PHARH HOLDING COMPANY	MORRIS MATERIAL HANDLING LLC	oso	30,000,00		٠			-	\$30 000 nn	
ט	MHE TECHNOLOGIES INC	MORRIS MATERIAL HANDLING LLC	osn	30,000 00		•			_	\$30,000 01	
ی	MORRIS MECHANICAL HANDLING INC	MORRIS MATERIAL HANDLING LLC	osn	00 000'09	1/5/99	:			-	\$60,000 to	
g	EPH MATERIAL HANDLING LLC	MORRIS MATERIAL HANDLING LLC	osn	2,050,000,00	1/29/99	:			-	\$2,050,000,00	
g	MORRIS MATERIAL HANDLING LTD	MORRIS MATERIAL HANDLING INC	OSO	00 000 005,1		•			0 6957	\$1,043,550 00	
g	3016117 NOVA SCOTIA	MORRIS MATERIAL HANDLING INC	NGO	3,373,492.35	11/1/99	MMH 701			0 6957	\$2,346,938 03	
ی	OVERHEAD CRANE	MORRIS MATERIAL HANDLING LLC	CON	910,000,00		·			0 6957	\$633,087 on	
								00 0 <b>\$</b>		\$6,468,575 0.3	

· GRID NOTE FORMAT ·· NOTE NUMBER NOT YET ASSIGNED

\$410,511,944.51

\$414,191,40601

TOTAL

Morris Material Handling Intercompany Notes As of 1/31/80

						63	03/30/98	03/30/98	01/31/00	01/31/00
	Holder	Issuer	Amount	Date		Ex.	h Rate	Note # Exch Rate USD Equiv Exch Rate	Exch Rate	USD Equiv
2	MORRIS BLOOMA PTE LTD	MORRIS MATERIAL HANDLING LLC	SGD 918,000 00	3/30/98	/98 MMH-600	909	0 6279	\$576,412.20	0 5903	\$541,891,40
£	MORRIS MECHANICAL HANDLING PTY LTD	MINH (HOLDINGS) LTD	RAND 4,500,000 00	00 00 6/8/94	94 178	8	0 2002	0 2002 \$900,900 00	0 1623	\$730,350 um
9	MORRIS BLOOMA PTE LTD	MORRIS MATERIAL HANDLING LLC	SGD 795,368 86	98 98 3/30/98	98 2828	92	0 6279	0 6279 \$499,412 11	0 5003	1. 000,894\$
							5	\$1,976,724 31		<b>\$1,741</b> ,751 64
2	MORRIS BLOOMA PTE LTD	MORRIS MATERIAL HANDLING LIMITED   GBP 1,700,000 00	GBP 1,700,0	00 00 4/1/98	98 MUK-500	200			1 6395	1 6395 \$2,787,150 tm
2	MORRIS MATERIAL HANDLING ALISTRALIA PTY LTD	MORRIS MATERIAL HANDLING INC	AUD 2,500,000 00	96/4/8	98 MMH-606	909			0 6521	0 6521 <b>\$1</b> ,630,250 00
2	MORRIS MATERIAL HANDLING AUSTRALIA PTY LTD	MORRIS MATERIAL HANDLING INC	AUD 813,339 00		12/21/98 MMH-604	604			0 6521	\$530,378 st.
2	MORRIS MATERIAL HANDLING AUSTRALIA PTY LTD	MORRIS MATERIAL HANDLING INC	AUD 1,611,434.00		12/21/98 MMH-610	610			0 6521	0 6521 \$1,050,816 11
2	MR NARONG PRUKSACHOLAVIT	MORRIS MATERIAL HANDLING INC	THB 7,200,000 00	00 00 1/12/99	66/	:			0 02667	\$192,024 ma
皇	MORRIS MATERIAL HANDLING AUSTRALIA PTY LTD	MORRIS MATERIAL HANDLING INC	AUD 361,100 00	90 00 5/26/99	/99 MMH-608	608			0 6521	\$235,473.31
멸	MORRIS CHILE	MORRIS MATERIAL HANDLING LLC	USD 433,5	433,510 75	•				-	47 019'88 <b>55</b>
g	MORRIS MECHANICAL HANDLING (PTY) LTD	MORRIS MATERIAL HANDLING INC	RAND 3,000,000 00	00 00 6/25/99	007-HMM 500	200			0 1623	\$486,500 00
								00 05		\$7 346 502 5

"NOTE NUMBER NOT YET ASSIGNED GRID NOTE FORMAT

\$9,088,254.17

\$1,976,724 31

TOTAL

# SCHEDULE III - MORRIS PATENTS

Patent No.	Title	Issue Date	Inventor	Filed	Country
4,316,528	Mechanism for Latchingly Connecting Telescoping Members	02/23/1982	Dechanstreiter	03/11/1980	USA
4,538,954	Stacker Crane Having Narrow Mast Structure	09/03/1985	Luebke	12/01/1983	USA
4,820,946	Electromagnetic Brake	04/11/1989	Gutbrod	04/11/1989	USA
4,890,750	Portal Crane	01/02/1990	Stern	12/09/1988	USA
4,911,606	Method for Providing Rotor Windings	03/27/1990	Eckart/Timm	06/09/1989	USA
4,953,053	Method and Apparatus for Detecting Mechanical Overload of a Hoist	08/28/1990	Pratt	01/31/1989	USA
4,965,847	Method and Apparatus for Detecting Deviation of Motor Speed from Bregueness of Douge Supply	10/23/1990	Jurkowski/Wycoff	01/31/1989	USA
5,056,671	Apparatus and Method for Straightening Crane Rails	16/12/1601	Thorsen	10/31/1990	USA
5,077,508	Method and Apparatus for Determining Load Holding Torque	12/31/1991	Wycoff/Hipp	01/30/1989	USA
5,150,799	Anti-Sway Reeving System	09/29/1992	Long	11/05/90	USA
5,179,336	Method for Decreasing the Speed of an Alternating Current Motor	01/12/1993	Orgovan	07/08/1991	USA
5,210,473	System with Delay Timer for Motor Load Equalization	05/11/1993	Backstrand	1661/61/11	USA
5,219,043	Suspending Support for a Crane Cab	06/15/1993	Eriksson/James/Loebel/ Kerrick	12/12/1991	USA
5,296,791	Method and Apparatus for Operating a Hoist	03/22/1994	Hipp	04/27/1992	USA
5,312,061	Clamping Mechanism for Securing a Rope to a Winch Drum	05/17/1994	McCormick	01/13/1993	USA
5,319,292	Method and Apparatus for Preventing Motoring While Braking	06/07/1994	Backstrand	06/26/1992	USA

<b>Patent No.</b> 5,343,134 5,398,825 5,405,027	Method for Checking Brake Torque Warning Sleeve for a Pendant Control Limit Switch Weight Apparatus for Crane	<u>Issue Date</u> 08/30/1994 03/21/1995 04/11/1995	Inventor Wendt/Lapota/Flier Erwin Plass	Eiled 05/03/1993 07/28/1993 01/14/1994	Country USA USA USA
5,489,033	Low Headroom Stacker Crane	02/06/1996	Luebke	12/08/1993	USA
5,548,198 5,625,262	Shared inverter Electrical Drive System for Equalizing the Load of a Plurality of Motors	08/20/1996 04/29/1997	Backstrand Lapota	09/30/1994 01/03/1996	USA USA
5,950,297	Method for Mounting an Object a Desired Distance from a Support Surface	09/14/99	Baker/James	8661/91/10	USA
5,080,021	Apparatus and Method for Correcting Skew of a Traveling Crane	01/14/1992	Thorsen	04/02/1990	Germany/ Italy/Swit zerland/U
4,263,996	Readily Resettable Torque-Limiting Coupling Device	04/28/1981	Putney	10/01/1979	NK OK
4,375,936 4,523,887	Stacker Crane for Movement of Coils Stacker Crane for Narrow Aisles	03/08/1983	Dechanstreiter Reiff	08/18/1980	Germany Belgium/ Germany/ France/S weden/U
4,892,203 4,911,313 5,074,528	Bearing Inserts Linkage Lifting Apparatus Redundant Crane Reeving Apparatus	01/09/90 03/27/1990 12/24/1991	Arav Larsen Long	10/05/1988 12/09/1988 07/03/1989	Canada USSR Germany/
5,119,737	Apparatus and Method for Driving a Large Traveling Crane Crane Securement Latch	06/09/1992	Thorsen Long	08/27/1990	Japan Switzerla nd/USSR Switzerla
5,167,401	Hoist Drive and Method for Driving a Double Hoist Carrying Apparatus	12/01/1992	James/Reuss	08/23/1990	nd Germany

<b>Patent No.</b> 5,216,957	Apparatus and Method for Correcting Skew of a Traveling Crane by Maximizing Friction Between Leading Skewed Wheel and the Rail	<u>Issue Date</u> 06/08/1993	Inventor Thorsen	<u>Filed</u> 12/13/1991	Country Germany/ USSR
5,314,082	Sensing Device for Indicating Improper Orientation of a Hoist Lifting Line	05/24/1994	Konop	02/04/1993	Germany/ USSR
5,316,434	Apparatus and Method for Hauling Material Objects	05/31/1994	Martin/Burrows	05/07/1992	UK
5,385,249	Material Handling Machine with Force-	01/31/1995	Long	07/27/1993	USSR
5,405,029	Portal Crane with Additional Load Carrier	04/11/1995	Sedushak	11/03/1993	Germany/
5,433,150	Traveling Crane	07/18/1995	Long/Reuss	01/26/1994	Europe/U SSR
5,507,234	Apparatus for Correcting Skew of a Traveling Crane	04/16/1996	Thorseny	11/21/1994	USSR
5,513,723	Double Masted Crane with Improved	05/07/1996	Luebke	07/01/1994	Japan
5,549,799	Hoist Apparatus for Positioning Anode in Smelting Firmace	08/27/1996	Luebke/Khoury	12/31/1992	USSR
5,597,079	Directional Indicating Device for Detecting Improper Orientation of a Hoist Lifting I ine	01/28/1997	Konop	08/24/1995	Germany/ USSR
5,603,420	Method for Using a Two-Drum Crane for	02/18/1997	Swanson	02/06/1995	USSR
5,662,311	a Inc	09/02/1997	Waedekin/Niemi	03/13/1996	UK
5,791,257	Overhead Crane with Adjustable Bearings	08/11/1998	Konop	1,08/1997	Europe/G ermany/U K

# SCHEDULE IV - MORRIS TRADEMARKS

Country	ans	Mark	Status	Application	Filing	Registration	Issue Date
	Case			Number	Date	Number	
USA		Best by a Dam Site	Registered	569661	09/06/94	1914547	08/29/95
USA		Digitorque	Transferred	281957	06/02/92	1793463	09/21/93
USA		Electrotorque	Renewed	253755	09/05/66	848532	05/07/68
JSA		Encore	Registered	526317	03/11/85	1361467	09/24/85
JSA		Featurbilt	Renewed	175607	06/22/78	1123604	08/01/19
USA		Hevi-Lift	Renewed	<i>L</i> 99800	05/21/56	643231	03/26/57
JSA		Morris	Renewed	314482	02/18/71	98786	05/08/73
JSA		Nu-Life	Registered	070858	06/61/90	1672380	01/21/92
USA		Phoenix New Life	Registered	281802	06/02/92	1862245	11/15/94
		for Cranes					
USA		Pacesetter	Registered	281803	06/02/92	1748163	01/26/93
USA		Powermast	Renewed	327895	05/21/69	893241	01/23/70
USA		Prescription	Registered	052264	04/23/90	1663947	11/12/91
		Wheels					
USA		Procare	Registered	052263	04/23/90	1672082	01/14/92
JSA		Pull-A-Hoist	Renewed	185772	01/31/64	777582	09/22/64
USA		Smartorque	Registered	791116	04/04/89	1566954	11/21/89
JSA		Smartorque V	Registered	408358	07/02/93	1856614	10/04/94
JSA		Swinguard	Registered	018121	11/06/95	2017470	11/19/96
JSA		Trav-Start	Transferred	137855	08/17/77	1099351	08/15/78
JSA		Zip-Lift	Renewed	010878	06/25/56	642304	03/05/57
USA – IA		HPH Material Handling	Pending		11/23/98		
			•				
USA – IL		HPH Material Handling	Registered		11/23/98	083158	01/27/99

Case				01																			
Country	USA – MI	USA – WI	USA - AK	USA - AZ USA - AZ	USA - CA	USA - HI	USA – ID	USA - MT USA - WA	USA - AL	110.4 ET	USA – FL	USA - GA	USA - MS			USA - TN	USA – GA		USA - NC		USA – SC		
ate		66		88		86	86	66		 88	66	66		86	86			<u>88</u>	66	72	7(	7(	
Issue Date		01/22/99		12/10/98		11/30/98	12/11/98	05/14/99		12/11/98	01/15/99	66/80/10		12/15/98	12/15/98			10/04/68	69/80/80	02/15/72	26/61/80	26/61/80	
Registration Number		M02-999		11650		1006352	\$6708				1057572	2850091			1006359			B222989	164492	940437	038293	038259	
iling Date	23/98	73/98	/23/98	73/98	73/98	73/98	73/98	86/80,		86/80,	86/80,	86/80/		% ₩RE	86 <b>3</b> E	01	PA 967	<b>63</b>	VJ R/	<b>M</b>	<b>E</b> :	00	59

Country		Mark	Status	Application	Filing	Registration	Issue Date
	Case			Number	Date	Number	
USA - MI		HPH Material Handling	Registered		11/23/98	M02-998	01/22/99
USA – WI		HPH Material Handling	Pending		11/23/98	10 10 10 10 10 10 10	
USA AK		WPH Crane	Pending		11/23/98		
USA - AZ		WPH Crane	Registered		11/23/98	041958	12/14/98
USA - AZ	01	WPH Crane	Pending		11/23/98		
USA - CA		WPH Crane	Pending		11/23/98		
USA – HI		WPH Crane	Registered		11/23/98		11/24/98
USA - ID		WPH Crane	Pending		11/23/98		
USA - MT		WPH Crane	Pending		11/23/98		
USA - WA		WPH Crane	Registered		11/23/98	027521	11/24/98
USA - AL		Birmingham	Pending		11/23/98		
		Crane and Hoist					
USA – FL		Birmingham	Pending		11/23/98		
		Crane and Hoist					
USA – GA		Birmingham Crane and Hoist	Pending		11/23/98		
USA MS		Birmingham Crane and Hoist	Registered		11/23/98		11/24/98
USA – TN		Birmingham	Registered		11/23/98		11/30/98
		Crane and Hoist					
USA – GA		CMH Material Handling	Pending		11/23/98		
USA – NC		CMH Material Handling	Pending		11/23/98		
USA – SC		CMH Material Handling	Registered		11/23/98		12/08/98

Case	USA – MI	USA – WI	USA – AK	USA – AZ	AZ 01	USA – CA	USA – HI	USA – ID	MT	USA – WA	USA – AL	IICA EI		USA – GA	USA – MS		USA – TN	USA – GA	USA – NC		USA – SC	
HPH Material	HPH Material Handling	HPH Material Handling	WPH Crane	WPH Crane	WPH Crane	WPH Crane	WPH Crane	WPH Crane	WPH Crane	WPH Crane	Birmingham	Dimingham	Crane and Hoist	Birmingham Crane and Hoist	Birmingham	Crane and Hoist	Birmingham Crane and Hoist	CMH Material	CMH Material	Handling	CMH Material	Handling
Registered	Registered	Pending	Pending	Registered	Pending	Pending	Registered	Pending	Pending	Registered	Pending	Desta	Ó	Pending	Registered		Registered	Pending	Pending	,	Registered	
Number																						
<u>Date</u>	11/23/98	11/23/98	11/23/98	11/23/98	11/23/98	11/23/98	11/23/98	11/23/98	11/23/98	11/23/98	11/23/98	11/22/00		11/23/98	11/23/98		11/23/98	11/23/98	11/23/98		11/23/98	
Number M02 008	M02-998			041958						027521							To the control of the					
01/22/00	01/22/99			12/14/98			11/24/98			11/24/98					11/24/98		11/30/98				12/08/98	

Country	Sub	Mark	Status	Application Number	Filing Date	Registration Number	Issue Date
USA – MI		HPH Material Handling	Registered		11/23/98	M02-998	01/22/99
USA – WI		HPH Material Handling	Pending		11/23/98		
USA – AK		WPH Crane	Pending		11/23/98		
USA – AZ		WPH Crane	Registered		11/23/98	041958	12/14/98
USA – AZ	01	WPH Crane	Pending		11/23/98		
USA – CA		WPH Crane	Pending		11/23/98		
USA – HI		WPH Crane	Registered		11/23/98		11/24/98
USA – ID		WPH Crane	Pending		11/23/98		
USA - MT		WPH Crane	Pending		11/23/98		**************************************
USA – WA		WPH Crane	Registered		11/23/98	027521	11/24/98
USA – AL		Birmingham Crane and Hoist	Pending		11/23/98		
USA – FL		Birmingham Crane and Hoist	Pending		11/23/98		
USA – GA		Birmingham Crane and Hoist	Pending		11/23/98		
USA – MS		Birmingham Crane and Hoist	Registered		11/23/98		11/24/98
IISA - TN		Rirmingham	Registered		11/23/98		11/30/08
VII - W60		Crane and Hoist	policie de la company de la co		00/07/11		0000011
USA – GA		CMH Material Handling	Pending		11/23/98		
USA – NC		CMH Material Handling	Pending		11/23/98		
USA – SC		CMH Material Handling	Registered		11/23/98		12/08/98

Country	<u>qns</u>	Mark	Status	Application	Filing	Registration	Issue Date
	Case			Number	<u>Date</u>	Number	
USA - TN		CMH Material Handling	Registered		11/23/98	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	
USA – MI		NPH Material Handling	Registered		11/23/98	M02-999	01/22/99
USA - OH		NPH Material Handling	Pending		11/23/98		
USA - KY		MPH Crane	Registered		11/23/98	11650	12/10/98
USA – OH		MPH Crane	Pending		11/23/98		
USA – WV		MPH Crane	Registered		11/23/98	1006352	11/30/98
USA – MA		EPH Material Handling	Registered		11/23/98	90299	12/11/98
USA - MD		EPH Material Handling	Registered		12/08/98		05/14/99
USA – ME		EPH Material Handling	Registered		12/08/98		12/11/98
USA - OH		EPH Material Handling	Registered		12/08/98	1057572	01/12/99
USA - PA		EPH Material Handling	Registered		12/08/98	2850091	66/80/10
USA – VT		EPH Material Handling	Registered		12/08/98		12/15/98
USA - WV		EPH Material Handling	Registered		12/08/98	1006359	12/15/98
United Kingdom		Cranesolve	Pending	2191231	03/09/66		:
AUSAL		Electrotorque	Renewed	222989	10/04/68	B222989	10/04/68
Canada		Electrotorque	Transferred	316540	89/02/60	164492	69/80/80
Japan		Electrotorque	Renewed	76037/1968	10/24/68	940437	02/15/72
Реги		Electrotorque	Registered			038293	08/19/97
Peru	01	Electrotorque	Registered			038259	08/19/97

Country	Sub	Mark	Status	Application	Filing	Registration	Issue Date
	Case			Number	<u>Date</u>	Number	
Peru	02	Electrotorque	Registered			038261	26/61/80
SOFRC		Electrotorque	Renewed	68/4243	09/11//68	68/4243	09/11/68
Canada		Hevi-Lift	Renewed	244493	02/25/58	114765	07/24/59
Mexico		Hevi-Lift	Renewed	35789	11/19/69	156946	69/61/11
AUSAL		Morris	Renewed	A55831	05/14/30	A55831	05/14/30
AUSAL	01	Morris	Renewed	A55834	05/14/30	A55834	05/14/30
Canada		Morris	Renewed	159374	09/01/57	56291	09/01/57
Chile		Morris	Transferred				
EPO		Мотіѕ	Pending	000905141	8/17/98		
France		Morris	Renewed	66774	10/03/68	1529598	10/03/68
Mexico		Morris	Pending	345509	08/28/98		
Mexico	01	Morris	Pending	345510	08/28/98		
Singapore		Morris	Pending	80/6708	8/11/8		
Singapore	01	Morris	Pending	86/0208	8/11/98		
SOFRC		Morris	Renewed	289/35/2	3/01/35	289/35/2	03/01/35
SOFRC	101	Моттіѕ	Renewed	289/35/3	03/01/35	289/35/3	03/01/35
United		Morris	Renewed	92664	06/14/68	92664	06/14/68
Kingdom							
United	01	Morris	Renewed	926665	06/14/68	926665	06/14/68
Kingdom							
United	05	Моггіѕ	Renewed	999926	06/14/68	939926	06/14/68
Kingdom							
Brazil		Powermast	Renewed	935255	02/20/80	609352555	08/30/83
AUSAL		Procare	Transferred	730504	03/21/97	730504	04/24/98
Canada		Procare	Transferred	840492	03/26/97		
Czech		Procare	Transferred	1171887	11/25/96	207163	01/29/98
ЕРО		Procare	Transferred	000390294	04/11/96		
Mexico		Procare	Transferred	. The state of the			

Norway Poland SOFRC Switzerland United Kingdom	<b>2</b> 1		Number	Data	•	
Norway Poland SOFRC Switzerland United Kingdom				786	Number	
Poland SOFRC Switzerland United Kingdom	Procare	Transferred	19967288	11/18/96		
SOFRC Switzerland United Kingdom	Procare	Transferred	Z166966	11/25/96		
Switzerland United Kingdom	Procare	Transferred	97/04226	03/20/97		
United Kingdom	Procare	Transferred	8516/1996	11/18/96		
Kingdom	Procare	Transferred	2070973	96/01/9	2070973	06/13/97
Canada	Zip II	Renewed	428561	8/12/78	241969	03/28/80
Canada	Zip-Lift	Renewed	244492	02/25/58	112183	11/14/58
Mexico	Zip-Lift	Renewed	35783	11/19/69	160349	11/19/69
Canada	Morris Material	Pending	893896	10/20/98		
	Handling &					
	Design					
Chile	Morris Material	Pending				
	Handling &					
	Design		į		;	;
EPO	Morris Material	Pending	000905091	08/17/98		
	Handling &					
	Design		!			
Mexico	Morris Material	Pending	345511	08/28/98		
	Handling &					
	Design					
Mexico 01	Morris Material	Pending	345512	08/28/98		
	Handling &					
	Design					
Singapore	Morris Material	Pending	7233/98	06/17/98		
•	Handling &	,				
	Design					
Singapore 01	Morris Material	Pending	7232/98	86/11/90		
	Handling &			-		
	Design					

Country	Case	Mark	Status	Application Number	Filing Date	Registration Number	<u>Issue Date</u>
Chile		Morris Company Logo	Transferred				
Canada		Overhead Crane & Des.	Registered	822023	08/29/96	490325	02/20/98

### Schedule V

### Copyright Registrations and Applications

None.

#315308 v1

### Schedule VI

### License Agreements & Covenants Not to Sue

None.

### EXHIBIT 1

### Form of Issuer Acknowledgment

The undersigned hereby (i) acknowledges receipt of a copy of the Amended and Restated Security Agreement dated as of March 30, 1998, as amended and restated as of September 10, 1999 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Agreement"), among Morris Material Handling, Inc. (the "Company"), the Guarantors from time to time party thereto and Canadian Imperial Bank of Commerce, as collateral agent (the "Collateral Agent"), (ii) agrees promptly to note on its books the security interests granted and confirmed under the Agreement and (iii) waives any right or requirement at any time hereafter to receive a copy of the Agreement in connection with the registration of any Securities Collateral (such term being used herein as defined in the Agreement) thereunder in the name of the Collateral Agent or its nominee or the exercise of voting rights by the Collateral Agent or its nominee.

<b>,</b>	•	
By:		 
Name:		
Title:		

**INAME OF ISSUER!** 

!-NY/1014806.10

### EXHIBIT 2

### Form of Securities Pledge Amendment

### PLEDGE AMENDMENT

This Pledge Amendment date	ted as of	, is delivered pursuant to
Section 7 of the Agreement referred to belo		
Amendment may be attached to the Amend	ied and Restat	ed Security Agreement dated as of
March 30, 1998, as amended and restated a	is of Septembe	er 10, 1999 (as such agreement may be
further amended, amended and restated, sur	pplemented or	otherwise modified, renewed or
replaced from time to time, the "Agreemen	it"), among the	undersigned, certain other Pledgors
and Canadian Imperial Bank of Commerce	, as Collat <mark>eral</mark>	Agent. Capitalized terms used herein
and not defined shall have the meanings as	signed to then	n in the Agreement. The undersigned
hereby further agrees that the Pledged Secu	urities and/or I	ntercompany Notes listed on this Pledge
Amendment are, and shall be deemed to be	and shall bec	ome, part of the Pledged Collateral and
shall secure all of the Secured Obligations.		
	as Pledgor	
	By:	
	Name:	

Title:

L-NY/1014806.10

### EXHIBIT 3

### Form of Joinder Agreement

[Name of new Pledgor]
[Address of New Pledgor]

[DATE]

[DATE]
Canadian Imperial Bank of Commerce,
as Collateral Agent
425 Lexington Avenue
New York, New York 10017
Attention:
Ladies and Gentlemen:
Reference is hereby made to that certain Amended and Restated Security Agreement dated as of March 30, 1998, as amended and restated as of September 10, 1999 (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Agreement"), made by Morris Material Handling, Inc. (the "Company"), each of the Guarantors listed on the signature pages thereto or from time to time party thereto by execution of a joinder agreement and Canadian Imperial Bank of Commerce, as Collateral Agent. Capitalized terms used herein but not otherwise defined herein have the meanings given such terms in the Agreement.
This letter supplements the Agreement and is delivered by the undersigned,  (the "New Pledgor"), pursuant to Section 22 of the Agreement. The New Pledgor hereby expressly confirms that it has assumed, and hereby agrees to perform and observe, each and every one of the terms, covenants, provisions, agreements, obligations, duties, liabilities and conditions of a Guarantor and a Pledgor set forth in the Agreement to the same extent that it would have been bound if it had been a signatory to the Agreement on the executior date of the Agreement. The New Pledgor hereby makes each of the representations and warranties applicable to the Pledgors contained in the Agreement.  Attached hereto are supplements to each of the schedules and annexes to the Agreement with respect to the New Pledgor. Such supplements shall be deemed to be part of the Agreement.
L-NY/1014806.10

All references to the term "Guarantor" or "Pledgor" in the Agreement, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the New Pledgor.

At any time and from time to time, upon the Collateral Agent's request and at the sole expense of the New Pledgor, the New Pledgor will promptly and duly execute and deliver any and all further instruments and documents and take such further action as the Collateral Agent reasonably deems necessary or advisable to effect the purposes of this agreement.

This agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Signature pages may be detached from counterpart documents and reassemble to form duplicate executed originals. Delivery of an executed signature page to this agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this agreement.

THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCLUDING (TO THE GREATEST EXTENT PERMITTED BY LAW) ANY RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the New Pledgor has caused this agreement to be executed and delivered by its duly authorized officer as of the date first above written.

	[NEW PLEDGOR]	
	By: Name: Title:	
GREED TO AND ACCEPT	ΓED:	
ANADIAN IMPERIAL BA Collateral Agent	NK OF COMMERCE,	
y:		
Name: Title:		
(Y/1014 <b>806</b> .10		

# ANNEX A EXISTING LIENS\*

Entity	Existing Liens**
Morris Material Handling, Inc., a Delaware	WI:
corporation	1. M&I First National Leasing Corp., filed 4/2/98 and amended 6/4/98, File No. 1748008, amendment no. 1764595; 2. IBM Credit Corporation, filed 9/9/98, File No. 1788381
Morris Material Handling, LLC, a Delaware	WI:
limited liability company, f/k/a Material Handling, LLC	1. Wisconsin Industrial Truck Co., Inc., filed 3/16/98, File No. 1743300;
	2. CIT Group/Equipment Financing, Inc., filed 4/15/98, File No. 1751600, and partial release filed 10/29/98, 1800164 Release to 1751600
	3. Ellison Financial Services, filed 6/14/99, File No. 01854468
	4. Master Graphics, Inc., filed 6/28/99, File No. 01857934
SPH Crane & Hoist, Inc., a Delaware	TX:
corporation	Toyota Motor Credit Corporation, filed 3/9/95, File No. 9500046214;
MPH Crane, Inc., an Ohio corporation	<u>OH</u> :
	1. Harnischfeger Corporation, filed 1/27/86, Film No. 0856-1289, w/Continuations filed 1/2/91, #1000147, Film No. 1214-1337 and 1/26/96, #1269607201, Film No. 1591-4075; 2. AT&T Capital Leasing Services Inc., filed 12/16/94, Film No. 1527-2301; 3. First United Leasing Corp, filed 9/3/96, Film No. 1625-2623; 4. Mellon First United Leasing, filed 2/27/97, Film No. 1652-3077;

<sup>\*</sup> Descriptions of collateral are attached and do not include those for filings of Canadian Imperial Bank of Commerce.

<sup>\*\*</sup> Existing Liens do not include those of Canadian Imperial Bank of Commerce. #310087 v7

Birmingham Crane & Hoist, Inc.,	AL:
an Alabama corporation	1. Amsouth Bank N.A., filed 7/6/92 and continuation filed 6/9/97, File No. B 92-23984;
	2. Amsouth Bank N.A., filed 7/6/92 and continuation filed 6/9/97, File No. B 92-23985;
	3. National Bank of Commerce of Birmingham, filed 5/23/96, B 96-22125;
	4. National Bank of Commerce of Birmingham, filed 5/23/96, File No. B 96-22126;
	5. National Bank of Commerce of Birmingham, filed 6/20/96 and assignment to First Commercial Bank, filed 11/25/96, File No. B 96-26124;
	6. First Commercial Bank, filed 9/18/96, File No. B 96-38721;
	7. First Commercial Bank, filed 9/18/96, File No. B 96-38723;
	8. First Commerce Leasing Corporation, filed 12/26/96 and assignment to First Commercial Bank, filed 3/11/97, File No. B 96-53662;
	9. First Commercial Bank, filed 8/14/97, B 97-34158;
	10. First Commercial Bank, filed 2/24/98, File No. B 98-07668;
	11. First Commercial Bank, filed 2/24/98, File No. B 98-08220;
	12. First Commercial Bank, filed 3/2/98, File No. B 98-08433;
	13. Caterpillar Financial Services Corporation, filed 3/18/98, File No. B 98-11338;
	14. Caterpillar Financial Services Corporation, filed 3/18/98, File No. B 98-11339;
	15. First Commercial Bank, filed 4/1/98, File No. B 98-13632;
	16. First Commercial Bank, filed 4/1/98, File No. B 98-13633;
	17. National Bank of Commerce of Birmingham, filed 7/9/98, File No. B 98-29171;
	18. First Commercial Bank, filed 12/11/98, File No. B 98-51974
	Jefferson County (Birmingham Div.) Probate Court:
	1. Amsouth Bank, filed 7/1/92 and continuation filed 6/5/97; 2. First Alabama Bank, filed 12/1/94
EPH Material Handling LLC, a Pennsylvania limited liability company	OH: 1. Hyster Credit Company, filed 2/24/95, #AL65494, Film No. 1539-2466;
	No. 1339-2400;  2. Harnischfeger Corporation, filed 12/19/96, #AN26895, Film No. 1641-2754;
	Cuyahoga County Recorder: Hyster Credit Company, filed 2/24/95, File No. 1305422;

NPH Material Handling Inc.,	<u>MI</u> :
a Michigan limited liability company	1. Ervin Leasing Company, filed 10/3/97, File No. D287951; 2. Ikon Office Solutions, filed 1/2/98, File No. D321642;

This UCC: I FINANCING STATEMENT is presented to	r hing pursuant to the Wecon	en Uniform Commenced	Code.	Office use only, (Inc	ttel Filing - Date, Time, Mumbe	M. MC.
1. Delititar is separ Norma Of Emissy Dr. Last Norma H. An Individ		222	239		174800	
Material Handling LLC				53	117000	0
10 Mailing Address				E E		
315 W. Forest Hill	lic s	ocal Security or Federal 1	Tan ID No		·-	_
Oak Creek, WI 53154		39-19099 84		2	_	2
2 Additional Debtor (if Any) (Legal Name Of Entry Or Le	at Name # An Individual) First I		ddle irvnel	雪		=
	<del></del>					
2A Minimy Address				<b>C</b>		_
28 City State Zip Code	I 2C S	ocial Security or Federal 1	Tex ID No		α	
			15		~	•
3 Additional Debtor (If Anv) (Legal Name Of Entity Or Le	es Name II An Indonesial) First I	Name Me	cidle Inmel		- 0 -	
				4.	2.98	
3A Maihrig Address			9			11-
38 City State Zip Code	13C S	ocial Security or Federal 1	Tax ID No		2315	, •
	1~ 3				tery of State - meant assigned num	riber if arry)
4 Secureri Perty	·					
Name M&I FIRST NATION	NAL LEASING CORI	P.				
Meiling Actifess 250 E. Wisconsin A			10	Assignee Of Secu	red Party (rl eny)	
City, State Zip Code <b>Milwaukee, W1 532</b> 1	02		No	me .		
				eling Address		
5 File With 🔃 Secretary of State 🔲 Reg of Deeds.	<del></del>		County Ca	•		
6 No of Additional Stiests Presented1 Attache:	o additional cases resurres for	a standard too	Su	re. Zip Code		
			vide notice of a			
Equipment per Schedule A a	attached hereto a				SEE ATTACHED	
We do not believe this transact is subject to the UCC and in sucance proceeds on above.	tion is subject to th	and made a par	rt hereo:	F.	SEE ATTUCKED	
We do not believe this transact is subject to the UCC and in sucance proceeds on above.	tion is subject to th ch event secured pa	and made a par ne Uniform Comi irty shail have a	mercial C	ode but is fi money secu	SEE GUERED	
We do not believe this transact is subject to the UCC and in sucance proceeds on above.	tion is subject to th ch event secured pa	and made a par ne Uniform Com- orty shall have a	mercial C	F.	SEE GUERED	
We do not believe this transact is subject to the UCC and in such ance proceeds on above.  11 Community Business Polistonship uniter \$ 409 404	tion is subject to th ch event secured pa	ne Uniform Comparty shall have a	mercial C purchase	ode but is fi money secu	iled in the event it writy interest. Insur-	rin.e
We do not believe this transact is subject to the UCC and in such ance proceeds on above.	tion is subject to th ch event secured pa	ne Uniform Comparty shall have a	mercial C purchase	ode but is fi money secu	see are contituded in the event it writy interest. Insur-	rin e
We do not believe this transact is subject to the UCC and in such ance proceeds on above.  11 Community Business Polistonship uniter \$ 409 404	tion is subject to th ch event secured pa	ne Uniform Comparty shall have a	mercial C purchase	ode but is fi money secu	iled in the event it writy interest. Insur-	rint.e
We do not believe this transact is subject to the UCC and in such ance proceeds on above.  11 Community Business Polistonship uniter \$ 409 404	tion is subject to th ch event secured pa ((IXC) We Step exem 4 checken	ne Uniform Company shall have a second of the second of th	mercial Copurchase	DOME DUT IS FIND OF THE PROPERTY OF SPINITURE OF SECURITY OF SPINITURE OF SECURITY OF SPINITURE OF SECURITY OF SEC	SEE AT DESIGN AND SEE AT THE SECOND SEE AT DESIGN AND SECOND SEE AT THE SECOND	when
We do not believe this transact is subject to the UCC and in audance proceeds on above.  11 Contract Baselines Relationship united \$409.404  Material Handling LLC NAME OF DESTOR OF ENTITY)  SHUNALURE -TITLE	tion is subject to th ch event secured pa ((IXC) We Step exem 4 checken	ne Uniform Company shall have a second of the second of th	mercial Control of Security of	DOME DUT IS FOR MONEY SECURED PARTY OR ASPIRATIVE OF SECURE SHAPE	SEE ATTREED  Ided in the event it inity interest, insur-  ASSERGE OR ITS AGENT TO THE TOTAL OF PROPERTY OF THE	when
We do not believe this transact is embject to the UCC and in audance proceeds on above.  11 Continues British Handling LLC  Material Handling LLC  NAME OF DESTOR OF ENTITY  SUNATURE OF INDIVIOUAL DESTOR	tion is subject to th ch event secured pa ((IXC) We Step exem 4 checken	ne Uniform Company shall have a second of the second of th	mercial C purchase  MATURE OF SE (S)  Re Or if file Contacture of Sec (1) Contacture of Sec	Dide but is fill money security or greature of Security n. A.V.P.	SEE ATTREED  Ided in the event it inity interest, insur-  ASSERGE OR ITS AGENT TO THE TOTAL OF PROPERTY OF THE	when
We do not believe this transact is subject to the UCC and in such ance proceeds on above.  11 Continues Branes Admits when united \$ 409 404  12 Material Handling ELC  NAME OF DESTOR OF ENTITY)  SUNALURE DITECT.	tion is subject to th ch event secured pa ((IXC) We Step exem 4 checken	ne Uniform Company shall have a second of the second of th	mercial C purchase  MATURE OF SE (S)  Re Or if file Contacture of Sec (1) Contacture of Sec	Dide but is fill money security or greature of Security n. A.V.P.	ided in the event it inity interest, insur-	when
We do not believe this transact is subject to the UCC and in such ance proceeds on above.  11 Community Business Presidents and ing LLC NAME OF DESTOR HE ENTITY SUNATURE OF PRODVIDUAL DESTOR  SECNATURE OF INDIVIDUAL DESTOR	tion is subject to the chievent secured participal (INC) We Substitute of checken	me Uniform Committy shall have a July	mercial C purchase  MATURE OF SE (S)  Re Or if file Contacture of Sec (1) Contacture of Sec	Dide but is fill money security or greature of Security n. A.V.P.	ided in the event it inity interest, insur-	when
We do not believe this transact is subject to the UCC and in audance proceeds on above.  11 Continued British Relationship series \$409.404  12 Material Handling LLC NAME OF DESTOR HE ENTITY  BY NAME OF DESTOR HE ENTITY  SIGNATURE OF INDIVIDUAL DESTOR	tion is subject to the chievent secured participal (INC) We Substitute of checken	ne Uniform Company shall have a second of the second of th	mercial C purchase  MATURE OF SE (S)  Re Or if file Contacture of Sec (1) Contacture of Sec	Dide but is fill money security or greature of Security n. A.V.P.	ided in the event it inity interest, insur-	when
We do not believe this transact is subject to the UCC and in such ance proceeds on above.  11 Continuity Business Relativishing under \$409.404  Material Handling LLC  NAME OF DESTOR HE ENTITY)  MENTITE DITEROF, Secretal  SKINATURE OF HIDDVIDUAL DESTOR	tion is subject to the chievent secured particle.  (1)(C) We Step state of checker.	MAI FIF	mercial Copurchase  MATURE OF SE  (S)  e Artifit  construct of Sec  (1) Collected is  Collected is  Deshior's  (2) Four other is	Dide but is fill money security or greature of Security n. A.V.P.	ided in the event it inity interest, insur-	when
We do not believe this transact is subject to the UCC and in such ance proceeds on above.  11 Continuity Business Relativishing under \$409.404  Material Handling LLC  NAME OF DESTOR HE ENTITY)  MENTITE DITEROF, Secretal  SKINATURE OF HIDDVIDUAL DESTOR	Ty  Name MCI FIRST NATI Alaberts 250 E. 1	MAI FIF	mercial Copurchase  MATURE OF SE  (S)  e Artifit  construct of Sec  (1) Collected is  Collected is  Deshior's  (2) Four other is	Dide but is fill money security or greature of Security n. A.V.P.	SEE TO	when
We do not believe this transact is subject to the UCC and in such ance proceeds on above.  11 Community Business Presidents and ing LLC NAME OF DESTOR HE ENTITY SUNATURE OF PRODVIDUAL DESTOR  SECNATURE OF INDIVIDUAL DESTOR	Ition is subject to the chief of event secured particles of checker of the chief of	De Uniform Company shall have a second structure of the company correction of the co	mercial Copurchase  MATURE OF SE  (S)  e Artifit  construct of Sec  (1) Collected is  Collected is  Deshior's  (2) Four other is	Dide but is fill money security or greature of Security n. A.V.P.	ided in the event it inity interest, insur-	when
We do not believe this transact is subject to the UCC and in such ance proceeds on above.  11 Continuity Business Relativishing under \$409.404  Material Handling LLC  NAME OF DESTOR HE ENTITY)  MENTITE DITEROF, Secretal  SKINATURE OF HIDDVIDUAL DESTOR	Ition is subject to the chief of event secured particles of checker of the chief of	De Uniform Company shall have a second structure of the company of	mercial Copurchase  MATURE OF SE  (S)  e Artifit  construct of Sec  (1) Collected is  Collected is  Deshior's  (2) Four other is	Dide but is fill money security or greature of Security n. A.V.P.	SEE TO	when

## Miss First National Masing Corp.



		as Lessee, dated	3/26/98.	
One	(1)	Yale LP Gas Lift Truck, Triplex Mast, S/N E177B12915T P&H ID #235		OTFNUAE086
One	(1)	Yale LP Gas Lift Truck, Triplex 1.fast, S/N E177B12917TP&H ID #236		TUAE086
Three	(3)	Yale LP Gas Lift Trucks, Triplex Mass S/N E187V02551TP&H ID #252 S/N E187V02580TP&H ID #258 \ S/N E187V02579TP&H ID #264 \	, 42" Fork, Model #GL	C050RFNAUE082
One	(1)	Yale LP Gas Lift Truck, Triplex Mast, S/N E187V02549TP&H ID #259	48" Fork, Model #GL	C050RFNUAE082
One	(1)	Yale Electric Lift Truck, w/Battery & (S/N A\$15N03291T P&H ID	Charger, Model #NR04	0ACM24SE095
Two	(2)	Yale Electric Lift Trucks, w/Battery & S/N A807N04553T P&H ID S/N A807N04554T P&H ID	Charger, Model # ERI #233	P040TFN36SE082
One	(1)	Yale Lift Truck, Model #MCW04LC V S/N B819N01801T P&H ID# 213	Walkie Stand-up√	
			₩. (.)	88
-				AFR .
				2
			•	噩
				œ
				00



INCLUDING ALL ATTACHMENTS: ACCESSORIES, APPURTENANCES, ACCESSIONS & SUBSTITUTION	INCLUDING ALL	ATTACHMENTS.	ACCESSORIES,	<b>APPURTENANCES</b>	, ACCESSIONS &	SUBSTITUTIONS
--	---------------	--------------	--------------	----------------------	----------------	---------------

Page 1 of 1

-

Making Address  City State Zip Code  City State Zip Code	First Marrie	Middle In		o conty (Edispo - Cores., Terres, N	
Mailing Address  315 W. Forest Hill City State Zip Code Oak Creek, WI 53154  Address of Debtor is Ares (Lagel Name Of 6 nery O: Less Name Of byto-shiet)  Mailing Address	X39-1909	984		h RMC	
315 W. Forest Hill City State Zip Code Oak Creek, WI 53154 Arktimizated Debtor III Arry (Layel Name Of 6 netsy O: Leat Name Of 6 volvedual) Making Additions	X39-1909	984			
City State Zip Code  Oak Creek, WI 53154  Arktitished Debtor (8 Any) (Lagel Name Of Entry O: Last Name Of Individual)  Mailing Address	X39-1909	984		- <b></b>	
Oak Creek, WI 53154 Arkimunal Debicor IV Any (Legal Name Of Frety Or Less Name Of Protocolus) Mailing Address	X39-1909	984	<b>b</b>		<del>}</del>
Arkthronel Debtor III Any) (Legal Name Of Entry O: Lest Name Of Instructual)  Mailing Address					7
Making Address	First Name	Middle Inc			တ်
			<b>-</b>	-1 €	-E
		<del></del>	-	8	2 1
City State Zip Code			Ŝ	00	9
	T-2-2-12			0	2
	ZC. Social Security	or Federal Tax ID N	ko.		٠,
Ariditional District of Ares (Lauri Name Of Entity Or Last Name Of Individual)	First Nervie	Middle Inc	_		
		~~~~		6.4.9	<b>P</b>
Meeting Adrivess				<del></del>	
**			14	2315	
City State Zip Code	3C Suciel Security	or Federal Tax ID N	<b>.</b>	SUBMITTER ACCOUNT NUM	
	1		For use only w	SUBMITTER ACCOUNT MUN PS Secretary of State - meant as	egned number if any)
Secured Partyrol Record			_		
M&I FIRST NATIONAL LEASING	3 CORP.				
250 E. Wisconsin Ave.					
State Zip Cude Milwaukee, WI 53202			1		
This statement refers to ORIGINAL Financing Statement No.1.74.8003	8 cased <u>4/2</u>		19 <u>98</u>	_	
Secretary of State Off Requiter of Deeds for Milwaukee		County			
of additional sheets (Attaching additional pages requi	res non-standard fee )				
OMLY ON	E BOX (6 THRU 11) A	AAY DE CHECKED	রি		
(if this statement affects a UCO 3 Re	nai Estate Irling a ingal o	description of the Re	ed Estate Affected	is required)	
Constitutioners The Financing Statement is still effective					
Annanchment . The Financing Statement is animided as so	et forth in number 12 :	Signature of Debani	= required		
at item 16 unios amendment only change					
Retinuse The Secured Party releases only the collect					
The Secured Party in larger claims a secu		-			
Partial Assignment — Some of the Secured Pirty's rights under the			the assigned while	se name anul address are set	furth in number 12
A description of the collaboral subject to the c					
Foli Assignment All of the Seisand Party's rights under the Fir	Nancing Statement have	hear essigned to the	Assignme whose r	some and artifices are set fix:	h in number 12
Please amend the dobton to					
Please amend the debtor name to rea	ia: Morris M	Material Ha	indling LL	C	
Continuing Huseriesa Relationship under 5 409 404(1)(C) Win State	errols if checked .	7 NOT VALID UNTI	L SIGNED BY SEC	UPED PARTY OF RECORD	
Deleter Squarter New managey Only For Americannet Som marriage J		MAL FIRST	national, Le	WED PARTY OF RECORD	
MORRIS MATERIAL HANDLING LLC		Jonn	a Kin	kowsk	ı
NAME OF DEBTOR (IF ENTITY)		TYPE UN PHINT	NAME OF SECUR	ED PARTY OF RECORD	
194 - 10-0,0°		Donna Pi	orkowski,	UCC Administra	itor
SIGNATURE TITLE		By			
		- ·		CURED PARTY OF RECORD	TITLE
Martin Ditkof, Manager			ON	ITS REPRESENTATIVE	
Martin Ditkof, Manager SIGNATURE OF INDIVIDUAL DEBTOR					
Martin Ditkof, Manager					
Martin Ditkof, Manager SIGNATURE OF INDIVIDUAL DEBTOR SIGNATURE OF INDIVIDUAL DEBTOR					
Martin Ditkof, Manager SIGNATURE OF INDIVIDUAL DEBTOR SIGNATURE OF INDIVIDUAL DEBTOR	18 RETURN COP		$\neg$		
Martin Ditkof, Manager SIGNATURE OF INDIVIDUAL DEBTOR SIGNATURE OF INDIVIDUAL DEBTOR	IST NATIONAL LE	ASING CORP.	،	CONTACT PS ON	
Martin Ditkof, Manager SIGNATURE OF INDIVIDUAL DEBTOR SIGNATURE OF INDIVIDUAL DEBTOR MAI FIR	IST NATIONAL LE 250 E. Wisconsin	ASING CORP.	] <sub>19</sub>	CONTACT PERM	<b>)</b>
Martin Ditkof, Manager  SIGNATURE OF INDIVIDUAL DEBTOR  SIGNATURE OF INDIVIDUAL DEBTOR  M&I FIR  Authorian City State	IST NATIONAL LE	ASING CORP.	¬ .,		
Martin Ditkof, Manager  SIGNATURE OF INDIVIDUAL DEBTOR  SIGNATURE OF INDIVIDUAL DEBTOR  M&I FIR	IST NATIONAL LE 250 E. Wisconsin	ASING CORP.	e,	CONTACT PERMI	
Martin Ditkof, Manager  SIGNATURE OF INDIVIDUAL DEBTOR  SIGNATURE OF INDIVIDUAL DEBTOR  M&I FIR  Authorian City State	IST NATIONAL LE 250 E. Wisconsin	ASING CORP.	e, F		
Martin Ditkof, Manager  SIGNATURE OF INDIVIDUAL DEBTOR  SIGNATURE OF INDIVIDUAL DEBTOR  M&I FIR  Authorian City State	IST NATIONAL LE 250 E. Wisconsin	ASING CORP.	e,		

the acceptance of the control grade and the second	وبي المسترة الأهواري					
This UCC I FINANCING STATEMENT is presented for form 1549492-41-1	90490 IBM Credit	rm Carrollaneas Casas *	-14	98	Secretary secretary commercial secretary secretary secretary secretary secretary secretary secretary secretary	* ****** (ML)
. Depart Legal Name Of Entry Or Last Name If An Indust	tall)	Free Harms	labelle prime			
MORRIS MATERIAL HANDLING IN	(LE338E)		4			
315 W FOREST HILL AVE				<del>0</del>	<b>-</b> -n	
18 Cay, State Zie Code				وي آ	#=	
		1C Soud Sears, To	derel Tall ID No		FILED	2
OAK CREEK, VVI, 53154-2905  2. Addednal Dattler (If Any) (Legal Name Of Entry Or Last	Maria II da incomo da	East Mama	حرين سيد	3	) >	<b>&amp;</b>
2 - Additional Commercial Control Cont		7 TOI NAME		٠ : ١	_	<b>co</b>
			₹, .	<b>.</b>		ယ
2A Maing Address			75	دے		œ
			<u> </u>	္ မ		<del>james</del>
28 Cay State Zie Code		2C. Social Security of Fe	Alongi Yair IQ Ma			
				-		
3 Additional Cobtor (W Arry) (Legal Name Of Entry Or Lett.	Hame If An Individual)	Fryt Harte	thisty intel			
3A Masing Address				i i	55	
•				-1		<b></b>
38 Cay State Zip Code		3C Seed Security or Fe	deral Tax ID No.	· dan maarin sala	SUBMITTER ACCOU	INT HUMBER
				_	,	
4 Secured Party IBM Credit Corp	oration (LESSOR)					
Name	•					
1 North Castle I	)rive			16 Assessed Of 5	Sourced Ports IV smit	
City State Zip Code Armonk,NY,105	04-2575					
				Nerre		
🗸	<u>.</u>		Country	Mailing Address		
5 File With X Secretary of State Reg of Dec			<b>G</b>	Cay		
				State. Zip Code		
6 No of Additional Shoots Procerted After	chang additional pages requires n	-Gr- Substitute van				
7 This Financing Statement covers the following lypes	78 Proceeds	of codemark are covered	untered checked	7C Preducts	of ephotory are of	marke unless dragues
(or riems) of Colleteral and (7A) if the colleteral is crops,	70 if checker		" refers to a "Lassoo" the		refers to a "Laveer" on	
ALL COMPUTER, INFORMATIC	N BBOCESSING	AND OTHER DE	DIDUEDAL E	THE MENT	AND COOPS	MOLLIDING A
ADDITIONS ACCESSIONS LIP	RADES AND RE	PLACEMENTS)	REFERENCE	ONIBMS	UPPLEMENT	# 502868 DATE
06/22/98 QTY-IBM TYPE: 011-70	43 NOTE: IBM CF	EDIT CORPOR	TION, AS LES	SOR IN AN	EQUIPMEN	TLEASING
ADDITIONS ACCESSIONS UP 06/22/98 QTY-IBM TYPE: 011-70 TRANSACTION WITH THE ABO	VE-REFERENCE	LESSEE, FILES	THIS NOTICE	E PURSUAN	IT TO SECT	ON 9-408 OF TH
UNIFORM COMMERCIAL CODE	(09/02/98) UCC	Log Number: CPI	700205000 08	33420		
		•				
11 "Construing Business Relationship" under \$ 409.40	411/C) Who Steen 4 etc.		IBM Credit Co	rporation (LE	SSOR)	•
11 Constitute Supplies Resilient to Constitute to Constitu	4.Key		Attorney-in-fac	cat		
MORRIS MATERIAL HANDLIN	3 INC (LESSEE)	τ;	SIGNATURE C	F SECURED PARTY	OR ASSIGNEE OR ITS	ACENT - TITLE
NAME OF DESTOR (IF ENTITY)				(Signature of Secure	f Party & required)	
BY SIGNATURE - TITLE						
argum tome - treas			Supretture of	Seared Party perma	and in the of Outstar's as	graphy when
SIGNATURE OF INDIVIDUAL DEBTOR			(1) Callein Call	ral in erginal so a con Marai is provide so a	uray travelet in smither his idate.	Pulgary and
Attorney-in-fact	) ~ -		Comm	ter's legisters was the ter studients are 5 4	nged to 17th risks	
SIGNATURE OF INDIVIDUAL DESTOR			(2)			
SIGHT I DAS OF MEDIANDIC DESIGN						
			••			
SIGNATURE OF INDIVIOUAL DEBTOR		14 RETURN COPIES	10			
		Filing Services		18		
		. Box 275 Nuns, CA		-		(818) 909-4717
		08-0275		(818)	909-2200	(0.0,000
(1) FILING OFFICER COPY	_	red with UCC Ored for Windon	- Park 244 Aug	9 0 Am 296 144		MANGET    176   Tal. (010) 000-2700
		and also UCE Clearly for Wireles	THE PERSONNEL WE	, <del></del>		

THIS UCC-1 FINANCING STATEMENT IS presented for His	ing purpuent to the Wisconsin Uniform Commore	sel Code	S. Office upp poly, (human Pring — Bons, Time, Number, etc.)
1. Debter (Lagar Norm Of Entry Or Last Nome of An Improduct)	Perst Rains	Martin mare	ي لا
Material Handling, LLC			1 Z 00
1A Mailing Address P.O. Box 1151		•	A A CO
18 City, State, Zip Code	1C. Secial Security or F	ederal Tax ID No.	
Milwaukee, WI 53201	139-1909		
2. Additional Dobtor (V Any) (Legal Name Of Entry & Loss II	Name If An Individually Prof. Name	المحددة والهلطالة	
			4 <del>3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 </del>
\$A Meiling Address			<u> </u>
SB City, State, Zip Code	2C. Secial Security or F	Federal Tax 10 No.	7 4 3 3 0 0 80 4 80 8 00
S. Additional Debtor (or Any) (Legal Name Or Entry & Last 6	Name II An Individually First Name	Middle buttal	``
SA. Mailing Address			•
			2451
38. City, State, Zig Code	SC. Sectal Security or f	Federal Tax 10 No.	SUBMITTER ACCOUNT NUMBER () (For use only writh Resordancy of State — intent accepted number if any )
4. Secured Party			
Nome Wisconsin Industrial Tru			
Maning Address 4500 N. 119th Stre			16. Assignee Of Secured Party III anys
Chy. State. Zie Code Milwaukee, WI 53	,225		Name
S. File With DB Secretary of State These of Deeds		County	
			CHY
B. No of Additional Sheets Presented Attac	ching additional pages requires non-standard fee	1	State. Zip Code
42" Forks Pantograph Battery Pack wi	ith built-in charger		27351002 27351003
11. Continuing Business Relationship under S 408 4  12. Material Handling LLC MAJOR DESTON IN ESTANDARY SIGNATURE OF INDIVIDUAL DESTON  SIGNATURE OF INDIVIDUAL DESTON	Mother Mys. State exists if checked 12.  - Mother Mys TITLE	Signature of Sec (1) Collater.  Coll  Coll  Coll  (2) For other	CFO OF SECURED PARTY OR ASSIGNEE OR ITS AGENT — TITLE (Seprence) Secured Party is required) Secured Party permitted in lieu of Debtor's signature when real is subject to a security interest in another jurisdiction and dialeral is brought into this state bior's location was changed to this state or situations see \$ 400 402(2) Will State
	Name Wisconsin Ind Truc	k Co!nc.	. 18. Barbara (CJ) Feizer

1 FILING OFFICER COPY

This UCC-4 STATEMENT is preserved for the		Uniform Communical Code.	1	12. <u>O</u> lften uns			کم <b>ر</b> از ن <del>ده</del> ،
1 Debtor (Legal Norms Of Energy Or Less New MATERIAL HANDLING LLC 1A. Mathry Address		Prot Harns		12 CO	130 81		
315 FOREST HILL AVE.				2	12	·n	
18. CRy, State, Jip Code OAK CREEK	WI 53154	1G. Sectol Security or Fed 025146239	Tes ID No.	ن	ထိ	<u> </u>	<b>⊢</b> 8
2. Additional Debtor III Any) (Legal Name Of			Made Irons	174 1	PM	7 G	300
ZA. Melling Address				- 4- 	12 2		) 1 6
28. City, State. Zip Code		2C. Social Security or Fed	teral Yes ID No.	N.	. <u>2</u>		<u>-</u> -
3. Additional Dabter (H Anyl (Legal Name Of	Entity Or Last Name If An Indi	Midual First Name	Middle Initial				
3A. Melling Address				14.	112	7.	<u>/A</u>
38. City, State, Zip Code		3C. Social Security or Fed	ford Tox ID No.	-	SUBMITTER AN Secretary of	ACCOUNT NUMBER	<u> </u>
4. Secured Perty of Record THE CIT GROUN	JP/EQUIPMENT FIN	UANCING, INC.					
	PARKWAY STE 600	)					
City, State, Zio Code ATLANTA		GA 3	0338				
5. The statement refers to ORIGINAL Finance	ing Statement No. 175160	4/15 سبب		19 98		_	
X Secretary of State OR . Register of			Courty.		-		
No. of additional sheets(/	Attaching additional pages requ	tres non-renderé les.)					
10. Partial Assignment - Some of the	Becured Party's rights under to in of the collectoral subject to the collectoral subject to the course Party's rights under the CHINING CENTER, 4 THIS LIEN. THIS EREST IN THIS COTO REMAIN ON THIS collectoral co	REARNEY & TECKE CIT GROUP/EQUIDILATERAL.	on assigned to the number 12.  Seeigned to the	8104 ANCING,	INC.	os are set ferth in	number 12.
NAME OF DESTOR OF ENTITY	<u> </u>		WE SET	GROUP/IN		PINANCI	EG. INC.
8y	<u></u>		ANCREA AR	<del>                                      </del>	T. 000	CIALIFIE	
SIGNATURE	- TITLE		* WY	glie	ulli	OF NECONO - TI	W. E.
SIGNATURE OF INDIVIDUAL I	POTESTOR		***	081	CURED PARTY TS REPRESENT		
SIGNATURE OF INDIVIDUAL	DENTOR						
SIGNATURE OF INDIVIDUAL	NA New 329 Cit 2NE	TIONAL PUBLIC REC W WILSON STREET O FLOOR DISON WI 53703	CORDS INC	¬ •• -		CONTACT PENS	ON TO

FILING OFFICER COPY

A. MAME & TEL # OF CON	TEMENT — FOLLOW BISTRUCTION PROSENTED IN PROCESSION OF S years from the TACT AT PLER (optioned   B. FRIBE	· · · · · · · · · · · · · · · · · · ·	Filed - 0 Page 1 c	Yumbi 6/14/199	er - 0185446 99 - 10:05AM Tinancial Instituti
SANTA FE	NEER BLVD. SPRINGB, CA 90670 ERYL SCHOEN	RCOMBIGNEE NON-UCC PENS			
	LL LEGAL NAME - meet only one debter				
18. ENTITY'S HAME			<del></del>		
	IATERIAL HANDLING LLC				
15. HOMOUAL BLAST	VAME	PART NAME	MICOLE	IAM	eu/Pux
Te. MAILING ADDRESS	ALCOHOL ALCOHOL	env	STATE	COUNTRY	POSTAL CODE
315 W. FOR	TEST HILL AVENUE	OAK CREEK	WI	TIBA	53154 (ATIONAL LD.J. V 977
74 4 4 5 5 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	ADO WE NOO ME	OR COUNTRY OF	114.4441		
2 ADDITIONAL DESTOR	'S EXACT PULL LEGAL NAME - meert or				HONE
24. ENTITY'S NAME					
00					
70. INDIVIDUAL'S LAST	NAME	FIRST NAME	MICOLE	MANGE	SUPPLE
				T	
24 MAKING ALHIM SS		CITY	STATE	COUNTRY	POSTAL CODE
24 S.S. OR TAX 1.D.#	OFTIONAL Za TYPE OF ENTITY	ZI.ENTITY'S STATE	20.1NT	TV'S DECAME	ZATIONAL I.D. F. If pay
	PO'NL INFO RE	OR COUNTRY OF	,		MONE
J SECURED PARTY'S	INFORMAL SIP of ITS TOTAL ASSIGNED EX		e secured party o	name (3e er	
36. ENTITY'S HAME	ELLISON FINANCIAL SERVI	CT			
on					
Ja. INDIVIOUAL 48T	NAME	FIRST NAME	MODILE	MALM	SUFFIX
JE, MAKING ADDRESS		- lenv	BTATE	COUNTRY	POSTAL CODE
	NEER BLVD.	SANTA FE SPRING		LESA	90670
4 The INAMERIC STATIST	AT cours the following types or name of present	<del></del>		<del></del>	<del></del>
ONE (1)	Channa CHC Lather WITH ALL ATTACHMENTS AND A Equipped with: Lap 4, Transformer Tool Path Graphics, Color CRT, H Goolant, Tooling Touch Setter, Cr 66 PM Systemic System, Tow Along 64 Tool Offices.	16000 CCESSORIES r, User Task S, ligh Pressure Ng Canvoyer,	Lø 1-14 <b>36/139</b>	•	D144
	CING STATEMENT & supres or the beauties Pers				Provide inhand and
P(7 t	aral already subject to a country interest in anothe sation was alreaged to this state, or fill it deads do	are may know it an east beautions (requiring so a branchist much it and parties out any select			
O REQUIRED SIGNATUREISI		LESSEE	8. The PMA	COM STATES	MENT to to be Mad the resent
	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		Attech Ade		jd applicated
	·		IARRITIONAL FT	E -	
			isonerali	A8 04	Marie 1 Date 2
(1) FILING OFFICER CO	PY — NATIONAL FINANCING STATEME	NT (FORM UCC1) (TRANS) (REV. 12/1	e/ <del>0</del> 5)		Registre, inc.

		The second secon
TO DODGE TO THE PROPERTY OF LIST NAME IS AN INCIDENTAL OF THE PROPERTY OF LIST NAME IS AN INCIDENTAL OF	Wecorath Uniform Commercial Code.	S. Films office use only, Films Outs, Time, Numbers
morris Material Handling	Links to the	
315 W. Forest Hill Avenue	•	Filing Number - 01857934
Dak Creek WE 53154	TC. Social Security or Federal Tax ID No.	Filed - 06/28/1999 - 08:00 AM
2. Additional Debtor IS ANY Ruges Name Of Entry Of Last Name II An Industrial	I rd Name Mage trans	Page 1 of 2 Wisconsin Dept of Financial
		Institutions
2A Mening Address		
2D. Criv. State, Zip Code	2C Social Security or Federal St. ID No.	
3. Additional Dehior of Anys III agai name Of Erety Or Last Name & An incombate	Fest Name Marke Mark	
JA Maring Address		10. Insert Submeter Account Number //-
38. City. State. Zip Code	SC Snow Snowney or Federal Tax 60 No.	/ (-
4. Secured Party	L	12.776
Moster Graphics. Inc. Across 810 W. Budger Rd CM. Susse Zo Coop Madison, WI 53713		
Moren 810 W. Budger Rd		11. Assignee Of SecuriLJ Perty (If any)
CM. Sam. Zo Cook Madison, WI 53713		Name Address
8. File With 🚾 Department of Financial Institutions 🔲 Heg of Deeds of	County	Civ
8. Number of Additional Shoots Presented (Allaching additional page	s requires non-standard fee )	State Zip Code
7. This Financing Statement course the following types (or Home) of colleges SEE attached I page	and/or leased goods	
	ATTACHE	n
	SEE ATTACHE	

12. If checked . a "Continuing Business	Retemprohip" i ender	14	- Mile - Directe
12 Morris Mater	ial Har	Proc. Many: -	JRE OF SECURIED PARTY OR ASSIGNEE OR ITS AGENT — TIT (Suprave of Secured Party summers in text of Destar's represen- Suprave of Secured Party summers in text of Destar's represen- IF assectable, you must check use of the teleplane tower.  A. Colleged is support to a security resident in another control.
SIGNATURE	-	TITLE	Cadelinal & briught this field state, or
SIGNATURE OF INDIVIDUAL D	<u> </u>		Debter's location was changed to this state. If
SCHOOL OF BENTIAL D	Parcer		Ø. Otter ysuggere when Debter's styrether is not recomm? ○ Proceeds, see a 400 400/21, Wis. State, or
SIGNATURE OF INDIVIOUAL C	ESTOR		Collebral to which Hirty leaded; or
SIGNATURE OF INDIVIDUAL O	HESTUR	15. RETURN COMES TO	☐ Cabalant acquired after change of raine, storethy or on environ of Dates.
NOTE: PLEASE	Neme Address	Master Graphics Inc. Sich Barlge Kd Madison, 6 7 53173	Jon Muckles
COMPLETE #15 AND #16	Cey. State Zin Code	BICLE DARGET ROLL	608-210-273

	ח ר ח	TO A !	PLING OFFICER F	SMENT IN PRESENTED OR FLING PLINGLANT MERICAL CODE,
		12.	CHECK TO REQUI	COT SAME DESTOR
S. P. H. Grane & Roist, Inc.		Ms	IL MERK	18. 84778
C. WALDIS ADDRESS	10 CITY, STAT	18		IL 20 COCE
2920 Metional Court	Garland	Texas		75041
B. ADDITIONAL DESTON (IF PERSONAL) LAST HAME TO FIRST WASE		ML	SA MERK	SE OUTFE
C. MACING ACTIVISES	30. CHY, STA	HE	.L	28. 30 COOR
ADDITIONAL DESTOR OF PERSONAL LAST HAVE TO FIRST HAVE		MC	M. METR	SA BUFFIX
MARING ADDRESS	SO CITY, STAT	rt	<u> </u>	35. 29º GOOE
SECURED PARTY OF PERSONAL LAST HALLE THE FREE HALLE		ML		
Shoppe's Material Mandling, Inc.				
MALING ADDRESS	48 CHY, STAT	ne .		40 23 COOE
525 Great Southwest Parkuey	Arlingto	on. Tex	84	76011
Toyota Motor Gredit Corporation			· ·	
MARING ACCITEGE	MA CITY, STAT	NE.	·	16. 20 COOM
P.O. Box 3457	TOTTERES	L CA		90510-3457
One (1) New Toyota Porklift  Model: PGC45	. (P odlistoral is ore	tps, fudures	, tiruber er mineral	n, read instruction S. 8-7

8/W: 12005

7. SHECK ONLY IA. PRODUCTS OF 7% THE TRANSPORT STATISHEN APPLICABLE ASS CONCRES THE REAL SETATE RECORDS	N CHESTA
ATTRICTOR OF THE PROJECT OF STATEMENT IS BOOMED BY THE SECURITY INTEREST IN COLLATIONS IN ACCOMPANIES WITH INSTRUCTION IS STIEM  CONTINUED 2 19-	The strong for use of films of fices confices to the confice to the confices to the confice to the conf
Shows 's Material Mendling Inc.	Calls Sas section of Assass
Toyota Motor Credit Corporation Acceptage P.G. Box 3457 GTATE Torrance, CA 90510-3457	3-9-95- AH 3-9-95-
CONTRACTOR OF A CONTRACTOR OF	

1/27/860 X0022698

1. Orbitals) (Last Hama First) and address		pullany Gare, Time, Numbe
MPH Crane Inc.	Harnischfeger Corporation   and Filing Office	
7660 West 3rd Street	13400 Rishors Lane	
Dayton, Ohio 45427	Brookfield, Wisconsin 10/27/86 12:04FM 53005 FINANCING STATEMEN	
	CRETCE OF THE OF	PETANA PARA
I This Comprise statement covers the follo	SHERS ID	SCUN
Collowing, which are now	/ Over, or heroalter created emples	FIT WALL
And Thinking and all inven	ttörles of parts and accessories	
party and (ii) all proce	eds of, accessions to qui products ""	Secured Persy and
of the foregoing.	in whatever form including, without which	
leader int other instruct		
chirtel naper, security	over, or hereafter created edulist the content of new and used the content of new and accessories, acquired by Dobtor from Section, accessions to and products of accessions to and products of the content of new accessions to access the content of money arrosments and other localments.	
This presentes a filled methods the debts	ica a grafulo to portecha so " i povio o rovo utlatoro) i rchoch "A" fa Helest in Ghalfier ", " så to " " " angro i o ya troji "ht inscitto a stato.	
This presented is filled methods the debts	ica s gesture to perfect a so is by less on the sufficient of schools of the	
In a presence of filled without the debte a ready subject to a security of which is precede of the any ine	ica a grafulo to portecha so " i povio o rovo utlatoro) i rchoch "A" fa Helest in Ghalfier ", " så to " " " angro i o ya troji "ht inscitto a stato.	•·
In a precious is filled without the debmi eleady subject to a solution of which is precode of the origina	ica a grafute to portect a so is to who elected withstored in schools of the terms of the same and the same a	•·
In a presence of filled methods the debri elected subject to a solution of which is proceeds of the engine (to a difference Effected) of the arms	ica a grafute to portect a so is to who elected withstored in schools of the terms of the same and the same a	•·
In a precionate is filled without the debte elevely subject to a society of which is preciods of the engine (to a difference Efficions)	ica a grafute to portect a so is to who elected withstored in schools of the terms of the same and the same a	er (N. presente)
This processor is filled ecohers the debri- a ready subject to a security of which is proceeds of the arguin (this of the colors Effected with a deco- filed with	ica a gratulo to portecha como la procesa de la como distribución de la como del la como de la como del la	71.7N
The presence is filled achieve the debric aready subject to a security of which is preceded of the anglic filled with	TANNING HERCER CORPORA	71.7V
This processor is filled ecohers the debri- a ready subject to a security of which is proceeds of the arguin (this of the colors Effected with a deco- filed with	The state of the s	71.7V

4111	1	11114	B 18	* =



12/16/94 5>

Committee of the second of the	The state of the s	C# 96560
H CRANE, INC NO W. THIRD STREET NYTON, DH 45427	ATET Capital Leating Services, Inc. 350 Committee Rd PG Sem 9104 Framingham, Ma. C1701	CORD SEC. OF STATE 127450 CORD 065145 12340417780 ALMS ALMS ALMS ALMS ALMS ALMS ALMS ALMS
SORTI MET TO ME PLOTE BLOCK ASSIGNET OF LESSON 01071	IBA 2540 COPIER JEATORAG, TOSHIBA AUTO DOC FI IR/COLLATOR VE446208	eastion is a true torse and is citem. Filling to only intended a of the leaser to the owner of ments, additions are only no leases has no rights,
_ X , X	(man or on the three or on on on one of	The of against Phase processed ()
By: X State of Lancace	Data File Services, intra 1 capital of Post Office Box 2755ervices. 1 pc   Year Mays, CA 91408-1275   By:	

d to the Underto Commented Code MPH CRANE. INC MELLON FIRST UNITED LEASING OHO SEC. OF STATE 213 INDUSTRIAL DRIVE 100 CORPORATE LORTH CONTINI FRANKLIN, OH 45505 BANCOBERI, IL 60015 012535 02279730101 AN41755 1 109464 COPICR 3220 ML319105, 1 1094694 AUTO COCHOTT FEEER 4R-3003 DH19545, 1 70948A 20 BIN SDRTER HG-2002 RL331874, 1 (IDP)ER STAND THIS LOCAL IS FILED TO CIVE NOTIVE OF A TRUE LEAVE PETMEDI THE PARTIES ABOVE COVERING THE EQUAPMENT RESCRIPED ARRIVE, P.D. # YATTA7 librera Riccian FRING CITIZENCIAN ACT ARE NOW

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM LCC I

# BEST COPY AVAILABLE

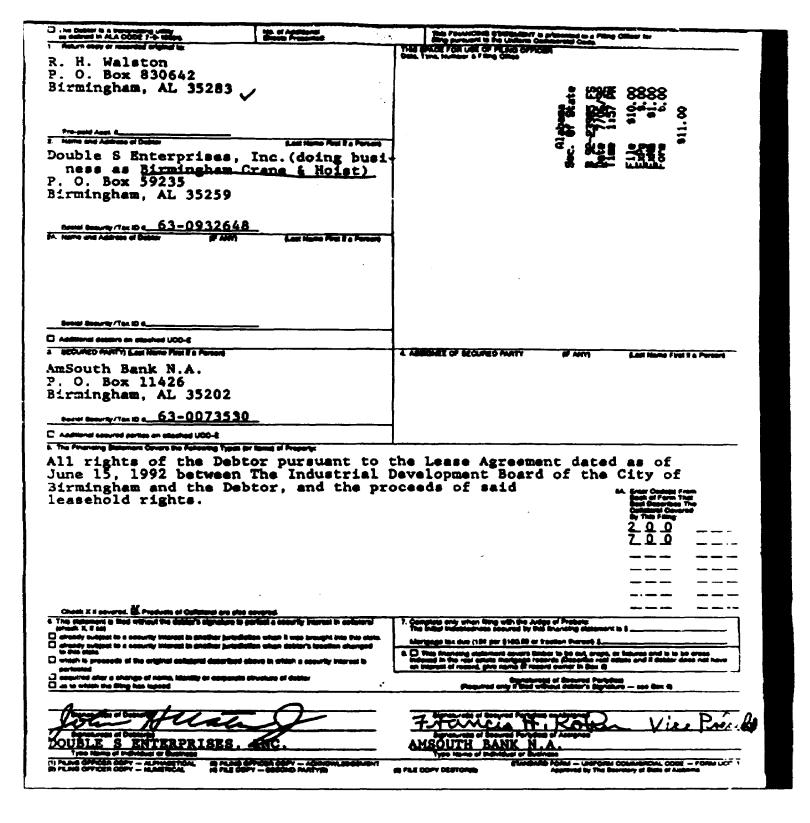
PANANCING STATI WEST .		A Material day of cast
PRANKLIN, OH 15005	FIRST UNITED LEASING COMP 100 CYMPORATE NORTH ANNI CAHURN, IL 60015	OHIO SEC. OF STATE 09/03/96 02563 09039614501 AM99803
I TOSHIBA 2540 CUPILH JC64 I TOSHIBA MR-2002 AUTOMATI I TOSHIBA MG-1001 SORTER V	C DOCUMENT FEEDER UD673554 P0677436	Anagement of Several Party and Addressing
P.O. JEZZZE	THE PART OF STREET AND THE ADDRESS.	
THIS UCC-1 IS FILED TO STATE PARTIES ABOVE COVERNAL P.O.A. J627549	CONTRACTOR OF THE PROPERTY OF THE STATE OF THE SERVICES	
THIS UCC-1 IS FILED TO STATE PARTIES ABOVE COVERNAL P.O.A. J627549	SE ANTE E SE SE A SHEEF LEAST HETREEN  1 1916 - F. S. II. MAN	and. No. of published Starts presented:

The Outer is a transmission using as defined in ALA CODE 7-9-10-10-1	the of Additional	MENT is presented to a Plany Others for
1 Autom copy of reserved original to:		Ting SPECIAL IS The Uniters Commerced Code  Ting SPECIAL COT FELION OF FELION OF FIGUR  Date, Tine, Number & Fing Other
Pinch Communic Lincolns Co		Date. Time. Number & Filing Office
First Commerce Lessing Co	rporation	
2496 Rocky Ridge Road	_	# MIAT 0000
Birmingham, Alabama 3524	3	₹ <b>%¥£</b> 8888
		46 Mg. 110
Pro-said had. A		48 %° = =
2 Hame and Address of Debter	Last Name First I a Parent	7
Birmingham Crane & Hoist,	Inc., s	
wholly-owned subsidiary o	f Harnischfeger	0, 424-6046
Corporation	_	<u> </u>
25 West Park Cirlce		}
Birmingham, Alabama 3521	.1	
• •		
Bodel Broundy / You ID 6	A see brown from 4 a ferrance	=
Security / Test 10 B	<del></del>	ALE WITH
☐ Addressed departs on attached UCC-E		Secretary of State
AND AND ADDRESS OF SECURED PARTY LAW IS	time Bart da Reman	4 ASSENCE OF SCOURED PARTY OF MAY) Last Home First S & Parsent
	·	
First Commerce Leasing Co	rporation	National Bank of Commerce of Birmingham
2496 Rocky Ridge Road		P. O. Box 10686
Birmingham, Alabama 3524	13	Birmingham, Alabama 35202
	•	
Boold Boorty/Tex ID 6	<del></del>	<b>-</b>
☐ Additional accuracy parties on attached UCC-E		
6. The Financing Statement Covers the Following Types to		
Personal property which	is lessed by Secur	ed Party to Debtor and is not owned
		Lease Agreement dated June 14, 1996
		as Lessor, whinkxpressure
kaekenskupakanpaquem		
lease and not intended by		
Filing is only made by the	he parties as a ma	tter of public record.
One (1) 1997 Ford F150 8	upercab   PTDX1761V	NA92792 · ·
<u></u>		
Chart X II covered D Products of Colleges on place	edvared.	1. 2 Consider one when these with the duties of Bushess
to This processor is that subsect the dilitie's diprocess to a		7 Complete any union thing with the pulge of Probate The half Innequations popularly the financing decomposits \$
aready subject to a security interest in grapher jurisdiction.  aready subject to a security interest in grapher jurisdiction.	mpr when I was provide this the last. Bill when digital's testant should	Martgage to due (196 per \$1950) or Footles Princes) 5
to this state.  G which is proceeds of the drighted exhibitoral deportune is	· ·	6 ☐ This throwing statement covers finish to be not, origin, or finished and is to be executed in the roof states investigate passents (passents) and could need if distinct does not have an execute original original of record could in the §
pertential		on regress of reservic give reserve all reserve sector in them to
countries after a change of name, standing or comparate.  are to which the time tags topolog.	atracture of debter	Bayelyness of Steamed Portybus (Required only I'lland without deplace - see See St
		Budista a target house a supple
- The Hear		Kin Buis Less aam.
	Tes a wholly-a	MAN Belleville of Brown Purple of Authority
Brownian Orane & Boist	er Corporation	Pirer Commerce Leasing Corporation
The fairly of Reference or Common		Type Name of Individual or Business  Standards Folia: - Unifolial Columnia Cost - Folias UCC-
OF PLANS OFFICER GOTY - ALPHANTING. OFFICE S	Printed Sept. Appropriate Contract of	as the annual contracts of Authorite

ne Debter is it transmitting ustay a settned in ALA CODE 7-8-105(n)	to de adendral Brack Francisco	This FRANCING STATEMENT is processed to a Floring Cifical for hing ps. swant to the Underth Communic of Code
Perurn copy or recorded angular to		THE SPACE FOR USE OF FRING OFFICER Dots Time Names & Fring Office
First Commerce Lessing	Corporation	The same of the same of the same
2496 Rocky Ridge Road		# RNE 8888
Birmingham, Alabama 35	243	
		40 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Pro-pard Acct 4.		<b>7. 44. 65.</b>
Name and Address of Debror	g.ep home First # s Perso	
Bird-sham Coope & Unite		வ தை⊢ டுறிவூட்
Birmingham Crane & Hois wholly-owned subsidiary		
Corporation		
25 West Park Circle		
Birmingham, Alabama 35	211	
Secial Security/Ten 10 P		
Name and Address of Dabter (IF ANY)	A out have first it a Pares	<del>id</del>
Server Servery/Lee ID 6		PLED WITH
Social Security / 1 as ID 9	<del></del>	Secretary of State
Additional deplays on allested UCC-E "RANG AND ADDRESS OF SECURED FARTY) Ex-		A ASSOCIATION SECURIO PARTY OF ARM ASSESSMENT OF A PARTY
National Bank of Commerc	e of Birmingham	First Commercial Bank
P.O. Box 10686		P.O. Box 11746
Birmingham, Alabama 352	202	Birmingham, Alabama 35202
Securi Secure (10) ID		
Secial Security / Tax (O.P.		<del> </del>
Additional secured parties on alleched UCC-E		
3 The prenoment refers to original Financing State		96-26124 FS 06/20 10 96
Secretary of S		Control of the contro
□ Continuation. The original fruitcing statement. □ Termination. Secured Party no longer states.	between the largering Detter and Sec.	ured Parly Septing his number thoun above, is slift effective.
E 💢 Parket or The Booured Party's right under	the transing statement bearing life nur	ngar shown above to the
Full property described in north 11 th     Application where north address applied	to all of the property upled on this Ma. It up in dom d	Terchant in an un-hand
Amendment   Financing statement againing Net     Descript   Secured Peris resease Perisons	number shown above to amended as to word described in dom 11 from the know	gr (prift) on down 11
Regala number shown above		
1		
		11A Ener Codette From Book of Form Phyl
		Best Desertes THE Column of Cornered
		By This Forig
		<del></del>
Check X if several C Products of Colleges are	also covered	
S-graphyracs) of Dauthrigs		Sapray of Manage Propriet 1 / /
		M SM, VM
Signaturally of Dagsturies Processory array & Name	Fis applicables	National Bank of Commerce of Birmingham
Type Name of Individual or Business		Type Harrie of their state of their
PLAN OFFICER COPY APPRIE TICAL IN PART		\$1000AD FORM - UNIFORM COUNTERDAY, CODE - FORM US Append by the Secrety of State of Michael

C The Color & a transmission of the color of	to a semina	This PROVICES STATEMENT IS presented to a Piling Officer for	55
1. Patern copy or reported artifical loc		male brushess in the number communities Green	
R. H. Walston		THE SPACE FOR USE OF FALSE OFFICER Data, Time, Number & Fishe Office	
P. O. Box 830642			
Birmingham, AL 35283	/		
primingham, an object			
			· ·
Pro-Just Aget 6	Last Hanne Fred I a Fernant		8
		SH SHE CO	
Double S Enterprises.			,
P. O. Box 59235	ness as Birminehem	1	=
Birmingham, AL 35259	Crane	<b>~:</b> %\$\$ \$23	
	Hoist)	0 mar 11 min	13
63-0932648			
Secretary for the US-US-US-US-US-US-US-US-US-US-US-US-US-U	And these Park & Parket	1	
		į	
		1	
		·	
		Į	
South Standy/Sta D 4	<del>-</del>		
C Additional deliters on allegend UCC-E			
5. SECURED PARTY) (Last lease Piret if a Paragra)		4 AMERICA OF MICHIGAN PARTY OF ARTY	lama First II a Pareart
The Industrial Develop	oment Board	AmSouth Bank N.A., P.O.Box 1	1426.
of the City of Birm	ingham	Birmingham, AL 35202, as tru	istee
City Hall		under a Mtg. and Ind. of Tru	ist,
Birmingham, AL 35203		dated 6/15792, from the Secu	ıred
301051	<del></del>	Party	
☐ Additional parties on alleaded UCC-E		<u> </u>	
s. The Financing Statement Covers the Policietty Types in	turns of Property:		
All equipment acquire	d with the proc	eeds of the Secured Party's \$	\$500,000
Industrial Developmen	t Revenue Bonds	(Double S Enterprises, Inc.	Project>
dated June 15, 1992 o	r with funds pa	id or contributed by the war	Codeda From
pedtor pursuant to th	e resse vileeme	nt dated as or june 15, the	Insertion The
1992 between the Secu	red Party and t	he Debtor, including	Piling
without limitation an	overhead crane	and runway, and a 3.4	1-D
telephone system, tog	ether with all	substitutions for and	
renewals and replaces		a ednibment sug tue	
proceeds of said equi	pment.		
	•	<del>-</del> -	
Check X If covered CE Products of Collectoral are also a	mand .		
E. This community is Mod without the deploy's elevators to a proof. If, if ago	•	7. Complete only when thing with the Jurges of Probate. The FREE Indicated near Secured by PM Entertains Interested in E	i l
intends outpet to a security interest in gradier jurisdist or a security interest in gradier jurisdist or a security interest in gradier jurisdist	ion when it was brought into this state. Ion when distants investor attenued	Marigage has then (160 per \$100 to brother therms) E	
to Phi case.  District to proceeds of the prighted additional desprished of		This there're placement arrans bridge to be dut, order, or federals, the federals in the real capital there're placement for the real capital throughout the real capital throughout the real capital throughout the real capital throughout throughout the real capital throughout through throughout througho	Ind is to be prose I depart deep had here
perfectable		<del> </del>	
acquired other a change of name, thurstly or corporate o	tradition of the last	Property only I had wheat maken's Separate — one	e- e
		A	
And the second	<del>- 71</del>	The second of	
John Allan		allane of whale	
/ Segraturated of States (St.	400	THE INDISTRIAL REVELOPMENT	DO OF
ZOUBLE S ENTERPRISES.	INC.	The time of handout or business THE_CITY	DE BIRMINE PAM
	Y - COOKS MATTER	Type Name of Individual of Business	MAL COSE - POSSA UCC.
the regions services beauty = included the party   10 PLE CO.		THE COLUMN	

The Option is a transmitting unity as estimated in ALA CODE 7-9-100pg	No. of Additional Shoots Properties	THE FRANCOIS STATE	MENT to presented to a Paing Charge Co.  WRR 80-8574
Potent copy or recorded drighted to		THE SPACE FOR USE OF FURN Date. Time Humber & Fiting Offi-	GFFICER VRR 80-8574
AmSouth Bank of Alabama		Date. Time Humber & Filing Offi	
	Denies Danie	1	
Attn: Renee Looney/Corp	TACHE MONITH	1	
P. O. Box 11426	_		
Birmingham, Alabama 3520	2		
		į.	\$ <b>26</b> ⊈ 8388
Pre-palé Appl. 6		1	## <b>458</b> 0444 8
I Hame and Address of Debur	Cast Hamp First F a Particul	Alabama R2-23984 CS R6-6/03/47 810.00 811.00	10 860 ± 4.
Double S. Enterprises, In	c. (doing business		
as Birmingham Crane & Hoi	st)	Į.	G . (144 ADER
P. O. Box 59235		MENTAL BEST OF STATE	
Birmingham, Al 35259		i	രെ കുട് നെയ്യ്
		1	
		i e	
Social Security /Tex ID E	<del></del>	ŀ	
SA. Home and Address of Debter (F ASIA)	Call Name First 7 a Ferrary	7	
		1	
		i.	
		ŧ	
Becipi Beautity (Tax ID B.		FRED WITH.	
☐ Additional debters on allestrad UCC-E			
E. HARRE AND ADDRESS OF BECURED PARTY & ALL	NAME AND A POPULAR	4. ASSONE OF SECURED PA	RTY (F ANY) God Name Feel ( a Pursers
Anticuth Bank of Alabama (form	•		With the second second second second
P. O. Box 11A26, Biamingham, J			
under a May, and Ind. of Thus			
the Secured Party	., CEGE 0/15/92, 110"		
as served ward		1	
Seed Boursy/Tex © E			
D Additional encurred parties on elegated UCC-E			
	n 02 22	004	
5 OE This statement return to anginal Financing Statem			
Secretary of St		Cate F444	7/6/92
6 St Continuation. The original financing statement be 7 September - Secured Party no longer states a c	birden the larageing Dobler and Secured courier interest under the Secures along	l Parly, bearing the humber shown ab most bearing the the austicer shows i	ore, a skil effectiva
<ul> <li>8 D Portiol or The Booured Porty's right under the</li> </ul>	s brancing statement bearing the rumber	shown above to the	
Full property described in flow 11 or to Assignment, whose name and address separate	oh al the properly heled an this lie, is see	ughed to the anarghes	
9 O Amendment Financing statement bearing the re-	mber shown above is amonded so set to		
	of described in Nam 11 from the Inscrin	g statement bearing Mg	
Referen number shown above			
			11A Enter Codess From Back of Form That
			Collegeral Covered
			By This Filling
			A
			//
Charle V. d. comment C. Charles and College and College		I A	7
Check X # covered   Products of Cultatural art als			1 111 D 12
	_	perul an	Asst Vice President and
Signaturality of Colourse)		" Landwery Street	Supprate Trust Officer
Separation of Colombia processory andy if him is	approphis	ANGOLD BUT	Alabama (figurestly Antibuth Bank N.A.)
Type Name of Individual or Business		Type Name of Individu	
	PTION COPY ACTION LIGARISM		ETHNOMED FORM UNIFORM COMMETTEN, CODE - / ""A UCC-3 Approved by The Searchary of Balls of Albana.
MANUAL CONTRACTOR CONT		OF LIFE COLA SEGLEMEN	Approved by The Secretary of State of Afghama



The Dester is a revenience using as defined in ALA CODE 7-9-18698.	I to discount			
is defined in ALA CODE 775- telling.  Refurn every or recorded enternal to	Proces Frenches	The February is	STATEMENT IS procurated to a Fring the United Commerced Code. Fruits OFFICEA ng Office	VRR 80-8574
AmSouth Bank of Alabama		Date Time Humber & Fe	ne Cities	
Attn: Renee Looney/Cory	Travet Admin	<u> </u>		
P. O. Box 11426	7 11 Case Academ			
Birmingham, Alabama 352	2 02			
Pro-gold Acat. II				
2 Herne and Address of Debay:	(Last Home First II a Person)	7	₹ 27€	8888
Double S. Enterprises, I	no (doine business		5509/ 509/ 509/ 509/	ကျီ ညံ့ခံ၌ခံ ႏိ
as Birmingham Crane & Ho	oist)	•	3 - 83	# * ±
P. O. Bost 59235			Alabana 1. Of St. R-23965 6.093	*
Birmingham, Al 35259			20 S	TO NA PO
Seem Seems/7an © 5			(A TOP	– டியம்ப்
EA. Name and Address of Debter W ANY	Last Name First II a Paragra	$\dashv$		
Code Security/Tex ID 8		PLED WITH		
Additional debtare on assured UCC-E  [ Notice AND ADDITION OF SECURED PROTEST (LA				
		4 ABBONET OF SECURE	D PARTY # ANY)	Last Harry Fret & a Parent
Angouth Bank of Alabama (for P. O. Box 11426	mencily Amecuth Benik N.A.)	)		
Birmingham, Al. 35202				
_ ,				
Sees Secrity/Tax D 5				
O Additional secured parties on placehod UCC-E				
5 P The eleteriors refers to original Financing State	ment bearing File No	23985		
Free we _ Socretary of S	tate of Alabama	Date Fred	7/6/ 12	97
Continuation The original financing statement     Torrespond Secured Porty no longer electric of the Porty of the Secured Porty of	believed the laregaing Dealer and Beauted I Declarity Interest under the Angelesia black	Perly, bearing the number show	rn abave, to self officially	
Full Property described in man 11 or 1				
Accignment whose name and address appear			•	
THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	brail described in term 11 from the transmy	ron in dear 11 ) statement bearing tile		
Policios Aumber shown above				
				14. fam. c. a
			<b>'</b>	1A. Error Codette From Book of Form That Book Desertion The
				Colorer Covered by This Farg
	1			
Check I If covered (3 Products of Cofficient and or	to covered		01	
		1/2	Anat Vice I	resident and
Rightmorph of Debtor(h)		Keiner		Prot Officer
Agreement of Onbloggy Managery only if them \$				
		Angouth Bank o	Alabama (formarly	Angouth Bank N.A. )
Type Name of Individual or Business (1) Films officers conv. Authoritions. III Films on Films of Films		Type Name of Indi-	ndual or Business	
STANS DIFFERENCES HAMPROOF HAMP	SPPCER COPY ACPRICANDED WEST	41 FLE COPY #6010H(M)	STANDARD FORDY - UNIFORM OF	MANUFACIAL CODE - / OPEN UCC-8

D. 22- 2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-			
C) The Catter II a transmitting utility as submed in ALA CODE 7-8-19594.	Process Name	This Filestonia BENTENETT is presented to a Fil Ming pursuent to the Uniform Commission Cross THIS SPACE FOR USE OF FILES OF FICES Date. Turns, human & Files Office.	Dig Officer for
1. Return copy or recorded original by		THE SPACE FOR USE OF FRING OFFICER	
First Commerce Leasing Co	orporation		
2496 Rocky Ridge Road	4.5		
Birmingham, Alabama 352	•3	İ	
		1	
Pre-paid Aost, a	~		8888 <b>3</b> 8
Birmingham Crane & Hoist	Last Name Feet Fe Persons	*	
wholly-wened subsidiary		<b>36</b> 2	58 555e 8
Harnischfeger Corp.			101
25 West Park Circle			
Birmingham, Alabama 352	11	~ o a a = -ces	
		(A)	
Access Benavity / Fox ID 6		_	
M. Name and Address of Debter (F AMY)	sant Home Fred I a Person		
		]	
Bacter Beeurley/Tan ID &	<del></del>	PLES WITH	
3-DOU before an existed forcette.		Secretary of State	
4. NAME AND ADDRESS OF SECURED PARTY) RANK	turns Prof. F.s. Parson)	4 ASSESSED OF SECURED PARTY # APT)	Sad Name Feel & a Person
First Commerce Lessing C	orporation	First Commercial Bank	
2496 Rocky Ridge Road		P. O. Box 11746	
Birmingham, Alabama 352	43	Birmingham, Alabama 3520	12-1746
John Bezonty/Tex ID 6	<del></del>	<b>≟</b>	
3-20U before on serves boruse in stanfact UCC-E			
5 The Financing Statement Dovers the Following Types of			
Personal property which	is lessed by Secu	red Party to Debtor and is no	ot owned
by Debtor under and pure	want to a certain	Lease Agreement dated April	1, 1996
between Debtor as Lessee	and Secured part	y as Lessor, which personal	SA Brear Codess From Book of Form That
property is described on	Schedule V peret	o. This transaction is a	Good Desertant The
lease and not intended b	y the parties as	s security transaction.	By This Fond
Filing is only made by t	ne parties as a m	etter of public record.	
_			
Check II if covered: Threshold of Colleges and also is This property is that without the distance assume to a	covered	A Company of the Comp	
ichael II. d and		7. Complete only when twing with the Judge of Problem The Public Indeptednant continted by this functing states	ngrit sp 6
O street, subject to 4 recently instruct in another furfaces of streets subject to 4 recently instruct in streets furfaced in the state.	ten utten datatr's toodlen eterged	Marigage for this (196 per \$100.00 or fraction thereof) \$	
O which is proceeds of the original collisional described of	bovo in which a papurity interper to	A This Engage extensed covers Sinber to be out one indexed in the real cours mangage reserts. Describe in the interest of reserts, pive name of reserts covers in the	Dis, or Boluras and as to be prope thi deligies and if debiter depos not have
O sections ago, a spendo of south spengh is continued to sections.			
as to estuals the filling flow topseed.		Supering only I lead without debut a fin	righted profure — see that to
approximation of	- 0	King Perus La	
A The Rock		Kin Perus La	see Administrator
Birdinghat Orane & Hoist, Subsidiary of Harnischies	Inc. / wholly-own	Pirat Commerce Leasing Co	ornoration
Type Home of Problems or Spanning		Type forms of Principal of Business	MAN COMMERCIAL COOK - FORM UCC 1

LESSEE:

BIRMINGHAM CRANE & HOIST, INC. A WHOLLY-OWNED SUBSIDIARY OF HARNISCHFEGER CORP.

LESSOR:

FIRST COMMERCE LEASING CORPORATION

2496 ROCKY RIDGE ROAD

BIRMINGHAM, ALABAMA 35243

SCHEDULE "A"

OTY	ITEM#	DESCRIPTION	SERIAL NUMBERS
1		1996 FORD F-350 TRUCK )	(35 SUPERCAB 155.0" WB DRW
-		VIN# 1FD/E35G9TEB72201	
		COLOR: OXFORD WHITE	
		TRUCK TO INCLUDE THE	FOLLOWING ADDITIONS:
1		KNAPHEIDE MODEL 6961	054C SERVICE BODY WITH
		STRAIGHT TREADPLATE	BUMPER
		RECEIVER TYPE HITCH	
		ELEC. BRAKE HOOK-UP	W/7WAY PLUG
		BACK-UP ALARM	
		SM: 774831-874298	

AND ALL EQUIPMENT, ADDITIONS AND REPLACEMENTS ATTACHED HERETO AND MADE A PART THEREOF. I HAVE REVIEWED THE ABOVE LIST OF EQUIPMENT AND IT IS A COMPLETE AND ACCURATE LIST OF ALL THE EQUIPMENT ON THIS LEASE.

DATE: 9/12/96 DAT	4/1/96
-------------------	--------

LESSOR: FIRST COMMERCE LEASING LESSEE: BIRMINGHAM CRANE & HOIST, CORPORATION INC., A WHOLLY-OWNED

SUBSIDIARY OF HARNISCHFEGER
CORP. Alabama
CORP. Sec. of State

TITLE: Tresoura/Eja. Dir. TITLE: V PTING 10,554, 69.

\$12.00

PATENT

The Dester is a remaintance unity or defined on ALA CODE 7-9-168pts	to d'Addison	The Providing SWIGHT IS STREET IN COLUMN TO	<del></del>
se defined in ALA CODE 7:9- telling.  1. Return copy or recorded original to:	Brooks Preserved	The Protecting SWENERS' to presented to a Filing (Blook to Many personnel to the Uniform Communities Code.  Trees proce Form user of Filing OFFICIAL	
First Commerce Leasing Corporation 2496 Rocky Ridge Road Birmingham, Alabama 35243		# 125 325 8 # 128 8888	
Pro-paid Ares 8 3 Name and Address of Debter	s.au Hama Foot & a Parson)	196 97 9 110 97 110 912.	
Birmingham Crane & Hoist, Inc. a wholly-owned subsidiary of Harnischfeger Corp. 25 West Park Circle Birmingham, Alabama 35211			
Social Specific /Tex ID 6	dan lama fra Pa Farang	FLAS WITH	<b></b> -
2 Additional deploys on playfield UCC-E		Secretary of State	
First Commerce Leasing Corporation 2496 Rocky Ridge Road 3irmingham, Alabama 35243		First Commercial Bank P. O. Box 11746 Birmingham, Alabama 35202~1746	
Brough Bodurtly/Tax ID E	<del>-</del>		
Addresses secured parties on alleghed UCC-8			1
by Debtor under end pur between Debtor as Lesse	is leased by Secur suant to a certain e and Secured part; n Schedule A hereto by the parties as a the parties as a mo		
E This estatement is their inthest the debter's digesture to ;	solved a company returned in confession	7 Complete any other filling with the Audion of Probate The Indian Indianations assured by the Mayneya platement is 5	
Streety subject to a county interest in another justicities  O directly subject to a county interest in another justicities	liga selajin ili unta brought imp fino plato Nas selajin distitute insusana alananad	Managed the dist (196 per \$100 00 or Seaton Parties) \$	
already subject to a conjunty interest in another judgification often distant's leasten changed to the state.      which is proceeded of the original estimated described above in which is eccurity interest to perfected.		The improve reasonable super timber to be but, dream, or fathers and in to be under indeed in the real states marginal realists (base-the real estate and if define does not he on interest of realist, give name of realists deman in the B.	Nove
assured after a change of name, identify or corporate as to which the filing has assess	drakes of faller	Deputed only Flast when delien's beginning — see the fit	
shietdlary of Harnischie	PROPERTY AND INCOME.	Service of Secret Provide or Assess  Toposonial of Secret Provide or Assess  Pirat Compared believe Corporation  Type Herry of Provides or Business  Electronia of Secret Provides or Assess  Type Herry of Provides or Business  Electronia of Provides or Assess  Elec	

LESSEE: BIRMINGHAM CRANE & HOIST, INC. A WEOLLY-OWNED SUBSIDIARY OF HARNISCHFEGER CORP.

LESSOR:

FIRST COMMERCE LEASING CORPORATION

2496 ROCKY RIDGE ROAD

BIRMINGHAM, ALABAMA 35243

SCHEDULE "A"

OTY	TTEM#	DESCRIPTION	SERIAL NUMBERS
1		1996 FORD F-350 TRUCK : VIN# 1F0JE35G2TEB72203	X35 SUPERCAB 155.0" WB DRW
		COLOR: OXFORD WHITE	
		TRUCK TO INCLUDE THE	E FOLLOWING ADDITIONS:
1		KNAPHEIDE MODEL 696	DS4C SERVICE BODY WITH
		STRAIGHT TREADPLATE	BUMPER
		RECEIVER TYPE HITCH	W/2 5/16" AND 2" BALL
		ELEC. BRAKE HOOK-UP	W/7WAY PLUG
		BACK-UP ALARM	
		SW: 775827-878189	

AND ALL EQUIPMENT, ADDITIONS AND REPLACEMENTS ATTACHED HERETO AND MADE A PART THEREOF. I HAVE REVIEWED THE ABOVE LIST OF EQUIPMENT AND IT IS A COMPLETE AND ACCURATE LIST OF ALL THE EQUIPMENT ON THIS LEASE.

DATE:	9/12/96	DATE	4/1/96	

LESSOR: FIRST COMMERCE LEASING LESSEE: BIRMINGHAM CRANE & HOIST, CORPORATION INC., A WHOLLY-OWNED

SUBSIDIARY OF HARNISCHFEGER

CORP. Sec. of State

TITLE: Treasurer & Brec. Dir. TITLE: OF STATE OF

\$18.00

PATENT

		····	
The Custor is a refreshbing unitary to defend in ALA GODE 7-0-105pt.	The of Agents of the Control of the	The Femilians &	TATEMENT is presented to a Floring Others for to Uniform Communicat Code 14 Audi OFFICER College
1. Return copy of religited drighted to		THIS BACE FOR USE OF F Core, Time, Number & Fang	this officeh
First Commerce Lessing 2496 Rocky Ridge Road	Corporation		
Birmingham, Alabama 35	1243		# #FE 8888
OTTENENDE PROFESSION	7643	}	18 AJA A194 8
			\$
Pre-paid Ages of Dalmar	Lott Name Free 4 a Pares	<del></del>	an ref set
Birmingham Crane & Hoist		- •	
owned subsidiary of Harn		j	
Corporation	_	]	
25 West Park Circle		1	i
Birmingham, Alabama 352	211	1	
Securi Security/Tex ID 8			
SA. Name and Address of Deater # AMY	Such House First If a Pures	~	
		İ	
		•	
Sector Security/Tes ID 8		PLED WITH	
Additional assess on alleghed UCC-E	<del></del>		ary of State
S THATE AND ADDRESS OF SECURED PARTY &	THE NUTTER	1 ABBONES OF BECURES	
		First Commen	
First Commerce Leasing 2496 Rocky Ridge Road	Corporation	P.O. Box 117	
Birmingham, Alabama 35	5243	<del>-</del>	Alabama 35202-1746
# & & bis & see grant p	7670		7,500
Social Becurity /Tax ID #			,
Additional sectional parties on allegated UCC-8			
6. ED This eleterment refers to original Financing State		6-58662 FS	
Secretary of Si		Date Fried_	12/25 10.96
Communition The original bnancing statement     Difference - Beautist Party no longer classes			
E - Parkel or - The Booured Parky's right under	the francing electronic bearing his nur	riam shown stopics to Pro	
Addignment whose name and address appear			!
8 C Amendment Francing statument bearing Ma			·
Rateses number shown above			
7			
			11A. Britis Chidala From Book of Form That Book Departmen The
			Good Devertion The College of Deverted By This Fairs
Check Kill covered () Products of Collegeral grid o	place activities		
		Milak	recover Ex. 20.
Agreement of Debarran		Spray at # to	and forting
Signatures of Debteral transactory only if ham	A-,	Separated of the	
	T	First Comm	erce Leasing Corporation
Type Name of Individual or Business (1) PL NO OFFICER COPY - NAME STREET (3) PL NO OFFICER COPY - NAME STREET (4) PLAS OFFICER COPY - NAME STREET (4) PLAS	A AMERICA ACCIONAL DECIMAL DEC		STANDARD FORM - UNFORM COMMERCIAL CODE - FORM UCF 1
IN PLANS OPPIGER COPY MANERICAL (19 PLA	BOTH BOTH CONTINUE SOCIETY	DI PLE DEPY BESTERQU	STANDARD FORM — UNFORM COMMERCIAL CODE — FORM USE 1 Approved by the Secretary of Bate of Anthony

\$11.8

**Cyt** 8888

LESSEE:

BIRMINGHAM CRANE & HOIST, INC., A WHOLLY-OWNED

SUBSIDIARY OF HARNISCHFEGER CORPORATION

25 WEST PARK CIRCLE

BIRMINGHAM, ALABAMA 35211

LESSOR:

FIRST COMMERCE LEASING BORROKATION 2496 ROCKY RIDGE ROAD BIRMINGHAM, ALABAMA 35243

### SCHEDULE "A"

OTY.	ITEM#	DESCRIPTION	SERIAL NUMBERS
		FORD TRUCK DESCRIBE	D AS FOLLOWS:
1		1997 FORD F-350 TRUCK	C35 SUPERCAB
		VIN# 1FDJE35FEVEA76829	
		7.3L TURBO DIESEL, 5-SP	D MAN OD-HD,
		201 PAYLOAD PKG, LT215	BSW A-S, 4.10 LTD SLIP,
		FRT LIC BRACKET, SPD (	TL/TLT WHL, AIR CONDITIONER.
		BRIGHT RECREATIONAL	
		COLOR: OXFORD WHITE	
1		TRUCK TO INCLUDE THE	FOLLOWING ADDITIONS:
		KNAPHEIDE MODEL 6961	054C SERVICE BODY W/
		STRAIGHT TREADPLATE	BUMPER
		RECEIVER TYPE HITCH	W/ 2 5/16" AND 2" BALL
		ELECTRIC BRAKE HOOK	(-UP W/7-WAY PLUG
		BACK-UP ALARM	

AND ALL EQUIPMENT, ADDITIONS AND REPLACEMENTS ATTACHED HERETO AND MADE A PART THEREOF. I HAVE REVIEWED THE ABOVE LIST OF EQUIPMENT AND IT IS A COMPLETE AND ACCURATE LIST OF ALL THE EQUIPMENT ON THIS LEASE.

DATE: 12/23/94

DATE: 10-29-96

LESSOR: FIRST COMMERCE LEASING CORPORATION

LESSEE: BIRMINGHAM CRANE & HOIST, INC., A WHOLLY-OWNED SUBSIDIARY OF HARNISCHFEGER CORP.

BY: Since Barrelt

BY: Mel Your

Alabama - 9ec. Of State

TITLE: FRELOWER /Efr. Dir.

TITLE: VI

Date 3/11/97 Time 12:15 PM File 93.00

PAGE 1 OF 1

**\$6.** 00

as defend to \$4.4 CODE 1.4. sectors	No of Additional Shoots Properties	THE FRANCING STATEMENT IS processed to a Faire Climar to	
The Custor is a franchism usary as defined in ALA CODE 7-8-16(m) Return copy or recorded prignal to.		This Financians Stattend of its presented to a Fring Others for temporary to the Uniform Commercian Code THE SPACE FOR LISE OF FRANC OF FOR	
First Commerce Lessing	Components	Date. Time. Number & Paint Office	•
2404 Books Added Aces	orporation		
2496 Rocky Ridge Road		# ## 8888	
Birmingham, Alabama 3	DD243		•
		ම්පී ශ්ලීන ට්ඨුදාද දු	•
	ì	45 89° 3	:
Pro-pard Assil 4	<u> </u>	ao ha	•
Name and Address of Design	Real Hamp Froit of a Paraera	~ : X28	
Birmingham Crane & Hoi	let. Inc. a wholly-		
owned subsidiary of He			
Corporation	T Tacilita Bar		
25 West Park Circle			
Birmingham, Alabama 3	35211		
<u> </u>	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Board Becuray / Tox (D E	M And Hamp Fred & a Parson		
	*** Con Home From a previous		
	i		
	ţ		
Snoral Security/ Yes ID F		PLEO WITH	
Additional debiars on affectual UCC-E		Secretary of State	
NAME AND ADDRESS OF STOURED PARTY)	Less Name Front o Persons	4 ASSOCIATE OF SECURED PARTY OF ANY CAST Name Front Fa Pa	
	_		
First Commerce Leasing			
2496 Rocky Ridge Road			
Birmingham, Alabama	35243		
	,		
Eacral Bacumy / Fax ID #			
<del></del>			
Additional secured person on educated UCC-E			
Additional secured person on educated UCC-E The Frenching Statement Course the Penguing Ty	pas je tema d Pagan,	Party to Debtor and to not owned	
Additional secures considerated UCC-E The Frenching Statement Course the Personnel Property which	h is leased by Secured	Party to Debtor and is not owned	
The France Statement Cours he Petiting To Personal property which by Debtor under and put	h is leased by Secured rewant to a certain Le	esse Agreement dated October 28, 1996	
The Francis Sciences Courses on Assessed LOC-E The Francis Sciences Course the Francis Type Personal property which by Debtor under and pu- between Debtor as Lesse	h is leased by Secured rsuant to a certain Le ee and Secured Party s	esse Agreement dated <u>October 28, 1996</u> is Lessor, which personal	
Personal property which by Debtor under and public terms in Lase, property is described.	h is leased by Secured rsuant to a certain Le ee and Secured Party s on Schedule A hereto.	ase Agreement dated October 28, 1996  Is Lessor, which personal  This transaction is a	
Personal property which by Debtor under and published Petween Debtor as Less property is described lesse and not intended	h is leased by Secured rsuant to a certain Le ee and Secured Party s on Schedule A hereto. by the parties as a s	ase Agreement dated October 28, 1996  Is Lessor, which personal  This transaction is a sent of fact that the country of the co	
Personal property which by Debtor under and publisher Debtor as Lease property is described lease and not intended	h is leased by Secured rsuant to a certain Le ee and Secured Party s on Schedule A hereto. by the parties as a s	ase Agreement dated October 28, 1996  Is Lessor, which personal  This transaction is a sent of fact that the country of the co	
Personal property which by Debtor under and publisher Debtor as Lease property is described lease and not intended	h is leased by Secured rsuant to a certain Le ee and Secured Party s on Schedule A hereto. by the parties as a s	ase Agreement dated October 28, 1996  Is Lessor, which personal  This transaction is a sent of fact that the country of the co	
Personal property which by Debtor under and published personal property which by Debtor under and published personal pestor as Lass property is described lease and not intended	h is leased by Secured rsuant to a certain Le ee and Secured Party s on Schedule A hereto. by the parties as a s	ase Agreement dated October 28, 1996  Is Lessor, which personal  This transaction is a sent of fact that the country of the co	
Personal property which by Debtor under and publisher Debtor as Lease property is described lease and not intended	h is leased by Secured rsuant to a certain Le ee and Secured Party s on Schedule A hereto. by the parties as a s	ase Agreement dated October 28, 1996  Is Lessor, which personal  This transaction is a sent of fact that the country of the co	
Personal property which by Debtor under and publisher Debtor as Lease property is described lease and not intended	h is leased by Secured rsuant to a certain Le ee and Secured Party s on Schedule A hereto. by the parties as a s	ase Agreement dated October 28, 1996  Is Lessor, which personal  This transaction is a sent of fact that the country of the co	
hermony summer or others ucc. to the framery summer of the property which by Debtor under and public tween Debtor as Lase property is described	h is leased by Secured rsuant to a certain Le ee and Secured Party s on Schedule A hereto. by the parties as a s	ase Agreement dated October 28, 1996  Is Lessor, which personal  This transaction is a sent of fact that the country of the co	
Newson source area or charact ucc-t The France Science Cours to France the Personal property which by Dabtor under and put between Debtor as Less property is described lease and not intended Filing is only made by	h is leased by Secured revent to a certain Le ee and Secured Party son Schedule A hereto.  by the parties as a sette parties and a sette parties as a sette parties as a sette parties as a sette parties as a sette parties as a sette parties as a sette parties as a sette parties as a sette parties as a sette parties and a sette parties as a sette parties as a sette parties as a sette parties as a sette parties as a sette parties as a sette parties as a sette parties as a sette parties as a sette parties and a sette parties and a sette parties as a sette parties and a sette parties and a sette parties and a sette parties and a sette parties and a sette parties and a sette parties and a sette parties and a sette parties and a sette parties and a sette parties and a sette parties and a sette parties and a sette parties and	ase Agreement dated October 28, 1996  Is Lessor, which personal  This transaction is a sent of fact that the country of the co	
Asserted source grown or charge ucc.t. The Francis Minimum Chart has francis to Personal property which by Dabtor under and put between Debtor as Lesse property is described lease and not intended Filing is only made by	h is leased by Secured rewant to a certain Le ee and Secured Party son Schedule A hereto. by the parties as a satt	asse Agreement dated October 28, 1996  Is Lessor, which personal This transaction is a desired General Team Security transaction. (er of public record.	
Asserted seemed serves on observed UCC-E The Freezeng Materians Course the Freezeng Ty Personal property which by Dabtor under and pur between Debtor as Lesse property is described lease and not intended Piling is only made by  Chest X II courses O Products of Colorans or This colorans a field united the debtar's eignistic (chest X II co.)	h is leased by Secured rewant to a certain Lee e and Secured Party son Schedule A hereto. by the parties as a satt	ase Agreement dated October 28, 1996  Is Lessor, which personal  This transaction is a sent of fact that the country of the co	
Cheen X if control to the property of Control of The control of Control of Control of The control of The control of Control of The control of C	h is leased by Secured rewant to a certain Lee and Secured Party son Schedule A hereto.  by the parties as a satt the parties as a matt	asse Agreement dated October 28, 1996  Is Lessor, which personal This transaction is a desired General Team Security transaction. (er of public record.	
Cheen X if covered O Products of Contents on The state of the party of	h is leased by Secured revent to a certain Lee and Secured Party son Schedule A hereto. by the parties as a satt the parties as a matt	** Complete only when long with the Audge of Protects  7 Complete only when long with the Audge of Protects  ** Advanced Conserved by This Principle only when long with the Audge of Protects  ** Complete only when long with the Audge of Protects  ** The interpretation only when long with the Audge of Protects  ** The interpretation only when long with the Audge of Protects  ** The interpretation only when long with the Audge of Protects  ** The interpretation only when long with the audge of Indiana protection in the Audge of Indiana protection in the Indian	
Asserted seemed person on observed UCC-E The Freedom Billiamson Cours he February by Personal property which by Debtor under and put between Debtor as Lesse property is described lease and not intended Pilling is only made by  Cheen All secures C Products of Contents on The external a less unless the debtars depicts (Cheen A I see a security interest in graphs ) arready extent to a security interest in graphs ) are dependent to a security interest in graphs )	h is leased by Secured revent to a certain Lee and Secured Party son Schedule A hereto. by the parties as a satt the parties as a matt	Asse Agreement dated October 28, 1996  Is Lessor, which personal This transaction is a desire four that the four the four that the four that the four that the four that t	i hora
Additional secured person on observed UCC-E The Freedom Billiamon Cours he February by Personal property which by Debtor under and put between Debtor as Lasse property is described lease and not intended le	h is leased by Secured revent to a certain Lee end Secured Party son Schedule A hereto. by the parties as a street that parties as a matter than parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties of	**Topology only offen long off the Audge of Protest  The transaction is a desired from the four offen offen only offen long offen only offen long offen only offen long offen only offen long offen only offen long offen only offen long offen only offen long offen only offen long offen only offen long offen only offen long of l	i hove
Cheen All covered O Products of Columns on The columns as fell and the columns of	h is leased by Secured revent to a certain Lee end Secured Party son Schedule A hereto. by the parties as a street that parties as a matter than parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties of	**Topology but do good good or the property of the transportation of the control	t Neve
Cheen I I covered O Products of Columns on The content of the property which by Debtor under and purchased on the property is described lease and not intended lease and not intended 7:11ing is only made by  Cheen I I covered O Products of Columns on the purchased of the columns is need united to describe the columns of the purchased of the columns o	h is leased by Secured revent to a certain Lee end Secured Party son Schedule A hereto. by the parties as a street that parties as a matter than parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties of	** Complete only when long will be Judge of Property Three transaction is a Security transaction.  **The transaction is a Security transaction.  **The public record.  **The public record.  **The public record.  **The record only when long will be Judge of Property The record only when long will be Judge of Property The record only when long will be Judge of Property The record only when long will be Judge of Property The record only when long will be Judge of Property The record only when long will be public only to be only only or labor and a me to record only the second only only only the second only only only the second only th	t Neve
Cheen All covered O Products of Columns on The columns as fell and the columns of	h is leased by Secured revent to a certain Lee end Secured Party son Schedule A hereto. by the parties as a street that parties as a matter than parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties as a matter of the parties of	**Topology only offen long off the Audge of Protest  The transaction is a desired from the four offen offen only offen long offen only offen long offen only offen long offen only offen long offen only offen long offen only offen long offen only offen long offen only offen long offen only offen long offen only offen long of l	t Neve
Cheen X II covered O Products of Colleges or the Part of the Part	h is leased by Secured revent to a certain Lee end Secured Party son Schedule A hereto. by the parties as a state the parties as a matt	**Compares only origin tang with the Judge of Protests  The transaction is a Security transaction.  Set of public record.  **Compares only origin tang with the Judge of Protests  The record original tang with the Judge of Protests  The record o	t Neve
Creat X if course O Products of Contents on the course of	h is leased by Secured revent to a certain Lee end Secured Party son Schedule A hereto. by the parties as a state the parties as a matt	** Companies only when tang with the Judge of France  ** Companies only when tang with the Judge of France  ** Companies only when tang with the Judge of France  ** The internal content and with the Judge of France  ** The internal content and with the Judge of France  ** The internal content and with the Judge of France  ** The internal content and with the Judge of France  ** The internal content and with the Judge of France  ** The internal content and with the Judge of France  ** The internal content and with the internal france of the internal and a lit to great content of the internal and a little present of the internal and a	t Neve
Chean XII comment of Products of Colleges and Parameter of Parameter of Products of Colleges and Parameter of	h is leased by Secured revent to a certain Lee end Secured Party son Schedule A hereto. by the parties as a state the parties as a matt	**Compares only origin tang with the Judge of Protests  The transaction is a Security transaction.  Set of public record.  **Compares only origin tang with the Judge of Protests  The record original tang with the Judge of Protests  The record o	4,

SUBSIDIARY OF HARNISCHFEGER CORPORATION 25 WEST PARK CIRCLE BTRMINGHAM, ALABAMA 35211 EXE 8888 FIRST COMMERCE LEASING OF RE 2496 ROCKY RIDGE ROAD 46 LESSOR: BIRMINGHAM, ALABAMA 3554 SCHEDULE "A" OTY ITEM# DESCRIPTION SERIAL NUMBERS FORD TRUCK DESCRIBED AS FOLLOWS: 1 1997 FORD F-350 TRUCK X35 SUPERCAB VIN # 1PDJX35PXVEA76829
7.3L TURBO DIESEL, 5-SPD MAN OD-HD,
201 PAYLOAD PKG, LT215 BSW A-S, 4.10 LTD SLIP, FRT LIC BRACKET, SPD CTL/TLT WHL, AIR CONDITIONER, **BRIGHT RECREATIONAL MIRRORS COLOR: OXFORD WHITE** TRUCK TO INCLUDE THE FOLLOWING ADDITIONS: 1 KNAPHEIDE MODEL 696D54C SERVICE BODY W/ STRAIGHT TREADPLATE BUMPER RECEIVER TYPE HITCH W/ 2 5/16" AND 2" BALL **ELECTRIC BRAKE HOOK-UP W/7-WAY PLUG BACK-UP ALARM** AND ALL EQUIPMENT, ADDITIONS AND REPLACEMENTS ATTACHED HERETO AND MADE A PART THEREOF. I HAVE REVIEWED THE ABOVE LIST OF EQUIPMENT AND IT IS A COMPLETE AND ACCURATE LIST OF ALL THE EQUIPMENT ON THIS LEASE. DATE: 10-29-96 LESSOR: FIRST COMMERCE LEASING LESSEE: BIRMINGHAM CRANE & HOIST. INC., A WHOLLY-OWNED CORPORATION SUBSIDIARY OF HARNISCHFEGER CORP.

BIRMINGHAM CRANE & HOIST, INC., A WHOLLY-OWNED

LESSEE:

PAGE I OF I

The desire is a transmising unity as desired in ALA CODE 7-9-1859s	No of Adolescel	This FRANCESS STATEMENT is presented to a Pilling O Many purcusal to the United Commercial Code	Maar ter
Total sape of respected prograd to		THE SPACE FOR USE OF FEMB OFFICER	
74 0 1400 0		Dame ( may reprint 8 ) may caree	
7irst Commerce Leasing Co. 2496 Rocky Ridge Road	rporation		
Birmingham, Alabama 3524	•	# E6	<b>E</b> 8888
PATRICIAL, ALEDENS 3364.	•		8 0 8
	<u>}</u>		
Fre-paid Acat A		45-7-0	<b>= =</b>
2 Name and Address of Deliter (Last Name First 2 a Person)		<b></b>	
Birmingham Crane & Hoist,	7-0		
25 West Park Circle	THE.		
Birmingham, Alabama 3521	1		
	İ		
Books Scourty / Tox ID I			
A Home and Address of Dayler    F ANY)	(Last Hamp First 4 a Paragra		
	1		
	Į		
	1		
Secret Security/Tex © 4	-	AB WIN	
Addressed authors on absorbed UCC-E		Secretary of State	
3 HAME AND ADDRESS OF SECURED PARTY SAM N	yne First I a Parsant	4 ASSIGNEE OF SECURED PARTY OF APPL	Cast Name Fred 8 a Persons
Pirst Commerce Leasing Co	rporation	First Commercial Bank	
2496 Rocky Ridge Road		P.O. Box 11746	
Birmingham, Alabama 3524	3	Birmingham, Alabama 35202-	1746
Great Groutly/Tex ID 1			
D Additional secured parties on absorbed UCC-E			
1 The Financing Statement Covers the February Types for	same of Property		
Personal property which i	a leaged by Secure	d Party to Debtor and is not o	rwned
by Debtor under and pursu	ant to a certain L	ease Agreement dated July 23	. 1997
between Debtor as Lessee			A. Enter Codesas From
property is described on	•		Seas Consequent Land
lease and not intended by			Collectral Covered By This Foregr
Filing is only made by th			
- ·	-	<del>-</del>	
Check X Peanwell D Products of Collegers are also	o-res		
<ol> <li>This endomort is filled will out the distant's significant to personal. If the</li> </ol>	oriest a security interest in contestrat	7 Complete only when thing with the Judge of Probots The initial independence accurred by the financing statement	• •
already subject to a country interest in grapher jurisdicts     and a country interest in a country interest.	an what it was brought rise this state	Martings to a due (160 per \$100 00 or heaten franch \$	:
areasty subject to a security interest in challes jurisdict to the sales.		The increase statement enters bridge to be out, creat, a creat of creatal in the new artists managing records (Describe real of an interest of record give name of record during in this is	t became and to to be treat
<ul> <li>which is preceded of the original additional desprised above in which a specially travers in participal</li> </ul>		No sufficiel of Lorence Burd young ay second graues in gen g	
<ul> <li>sequired ofter a change of name, blankly or comparate of as to which the filing has legated</li> </ul>	thether of differ	Republican of Steamed Partysis (Required only if lead without distants Digitals	id ri) too for B
^			
The same of the sa		Appear on a bayest figure a spinger	7.7
Jok Hust		MALLY TIPPICTON . C	dr. asst.
Birmingham Crane & Hoist	1	Beginning of Backed Partyland or Asserted	Thoras ion
Type Name of Industrial of Business	105.	First Commerce Leasing Co	
	THE BOTH AND THE PARTY OF THE P	g ruit opry aggrands	COMMERCIAL CODE - FORM UCC.
	··		

### Sakedule A

\_\_\_\_

#### Equipment Lease Schedule No. 1 to Master Lease Agreement Dated as of July 23, 1997 Page 1 of 1

The Lease Schedule referenced above is incorporated herein by this reference. All terms used herein which are defined in the Lease shall have the same meaning herein.

Lesses is hereby instructed to contact the Supplier referenced below for a description of any rights Lesses may have under the Supply Contract covering the Equipment.

Manufacturer/Vendor	Quentity	Make and Model of Equipment	Description	Serial No.
			Radial Crill and Rand Saw described as follows:	
Scott Machinery and Supply, Inc.	1		KAO Ming, KMR-11008, Radial Drill	1146
HE&M inc.	1	Model H100A	HE&M Band Saw Complete with all function control, 1" wide blade, 3 HP Drive motor, Feed table with mechanical digital readout and vertical alignment bar, Heavy duty feed cylinder assembly, Two hold down flutures for vises, Interlocking vise jaws, 24" solid discherge table, installation accessories, Coolant system and spare parts kit	562197
		ii		

And all equipment, additions and replacements attached hersto and made a part thereof. I have reviewed the above list of equipment and it is a complete and accurate list of all the equipment on this lease.

Lessor: First Commerce Lessing Corporation

Lessoe: Birmingham Crane & Hoist, Inc.

By: Treasurer/Executive Director

Title: General Hanager

File \$10.00

Explain \$1.00

611.00

PATENT

<del></del>		
The Debter is a transmissing visitly as defined in ALA CODE 7-0-105es	No of Addresses Dresse Presented	This FRANCHO STATEMENT is presented to a Fiting Officer for thing pureuant to the Unitern Constanced Code
1. Return early or resembed prighted to		THE SPACE FOR USE OF FAIRS OFFICER
Pirst Commerce Leasing Co	rporation	Data, Time, Number & Fring Office
2496 Rocky Ridge Road		₹ <b>6888</b> 8888
Birmingham, Alabama 3524	3	4 4 4 5 0 4 4 4 8
•	]	400 444 0 C
		07.00 07.00 0.00 0.00 0.00 0.00 0.00 0.
		·
Pre-part Auct 8		
2 Name or 1 Address of Datter	Las Name First & a Persons	N WEL TOTAL
Birmingham Crane & Hoist,	Inc., a wholly-	
owned subsidiary of Harni		in .
25 West Park Circle		
Birmingham, Alabama 3521	1 1	
	Į	
Spaler Security / Year ID 6		
EA. Name and Address of Daller (F AMI)	(Los Numo Fest 4 a Parson)	
	\$	4
	ì	
Social Bathaffy/Táx IÓ 6	<del></del>	FLED WITH
Additional distance on assessed UCC-E	,	Secretary of State
3 NAME AND ADDRESS OF SECURED PARTY) SAME	Harte First & & Person)	4. ASSOCIATE OF REQUIRED PARTY OF AMY) Sad Home Fool II a Porcery
First Commerce Leasing Co	racretion	First Commercial Bank
	. boracion	P.O. Box 11746
2496 Rocky Ridge Road	3	Birmingham, Alabama 35202-1746
Birmingham, Alabama 3524	.3	blimingham, Alabama 33202-1740
Security/Tex ID 1		
		7
Additions (specified persons on paperhoot UCC-E		
5. The Friending Statement Covers the Patering Types		I Berry to Babton and Is not sumed
		Party to Debtor and is not owned
		ase Agreement February 12, 1998
		ta Lessor. This transaction at the Countries
	•	Beat Describes The
Filing is only made by th	e parties as a matt	er of public record.
Equipment Description:	998 Ford Teurus SE	
	TIM: 1 PAPP 52 U3WA 157	
Equipment Location: 4	10 Cloverleaf Drive	
	Athens, Alabama 356	511
Chack I described D Products of Colleges are als	e several	
6. This pictoriest is find without the debter's algorithm to schools 15, 2 and	ported a courty interest in antisture	7 Companies army when hime with the Judge of Probable The industrial industrial accounted by this branching statement is 8
C aircady subject to a bequirily interest in prother period		Managage the due (100 per \$100 00 or treation therein) 5
<ul> <li>arready subject to a security insured in gradier putper to this state.</li> </ul>	idigin erjibu dağılar,a igaqıyası aylandağı	8 1 The temporary partement apropriations to be eat, props, or before and in to be areas
The server is presented of the original authority described	dispus in which a socially interest is	6 ☐ The inchang palament corps british to be out, order, or believe and in to order reserved the row calcula managed records (Describe red) and belief and if debut does not have an extend of course give a region of records from in Sen. 8
participad  angured ( flur a shipting of norms, Mandly or apparen	a strange of states	
C as up which the hire has been		Opposerage of Bassest Fathers; (Required pay of land software distant's Supraises — one than th
M.O.C.		
1100		Professor States Pages or Appear
		Kong 4119 Resson Dease Holm.
Synatyretti of Coblorus		Branch of Belling Language Corporation
irmingham Crane & Hoist, 1	nc., a wholly-owned	
Type frame of translated or Supress SUD S10		DOTE T 1 7 T
(1) Films difficult dame - Authoritism. In Films (I) Films (II) Films (II) Films (II) Films (II) Films (II) Films (III) Films	erresa euro approvio essentiro EP err - sesveto	(b) Full Cory destroyed Approved by The Secretary of State of Additional

☐ The Output to a presenting utility as defined in ALA CODE 7-9-18695	Treats Properties	This Foundation Statistical is presented to a Filtry Officer to thing purposed to development Code.
1 Return steps or remarked original for		THE STACE FOR USE OF PLING OFFICER
First Commerce Lessing Co	rporation	# E. B. 6888
2496 Rocky Ridge Road	.,	
Birmingham, Alabama 3524	3 /	<b>4</b> % 866 5 5 5 5 6 5 6 6 6 6 6 6 6 6 6 6 6 6
	]	
	i	ā . 0
Pro-pary Asst. 6	1	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
2 Marrie or d'Address of Desser	Cast Name First & a Parsons	வ அடை சுறும்
Birmingham Crane & Hoist,	Inc. A wholly-	
owned subsidiary of Harni		
Corporation	1	
25 West Park Circle	[	
Birmingham, Alabama 3521	1	
a		
Boosef Broundly /Tan ID F	Carriero fronte Armon	
	ì	
Joseph Reserve / Tas 10 P.	<del>-</del>	PLIB WITH:
C Additional dilitions on planting UCC-E		Secretary of State
3. HAME AND ADDRESS OF SECURED PARTY) BARE NO	une First F e Persons	4 AGENNEE OF BECURED PARTY PARTY BARN Back Home First I a Paragra
First Commerce Leasing Co	rporation	First Commercial Bank
2496 Rocky Ridge Road	_	P.O. Box 11746
Birmingham, Alabama 3524	3	Birmingham, Alabama 35202-1746
Jessei Spaulty/Tax ID 8	_	
C Act many constant portion on observes VCC-4		
1. The Positions Statement Covers the Authority Types III	anni d Presid	
Personal property which i	s leased by Secure	d Party to Debtor and is not owned
by Debtor under and pursu	ant to a certain L	ease Agreement dated February 23, 1998
		as Lessor, which personal & sur committee
property is described on		
lease and not intended by		
Filing is only made by th	e parties as a mat	ter of public record.
Equipment Description: 19	98 Ford Taurus 52	- Vin#17AFP52SOWA187380
_		
Chests Tell services C Principles of California are pass of	grands	I / Consum and when they will the Judge of Products
Lifeth A Feet		The value and completes decrease by the financing stationers to 6
Develop subset to a security interest in graffer betailed	lan arter i ast bringle the Per Hell Lan arter delater's transact arterial	Managery by the (136 per \$100.00 or treaten Percent E.
to the state  The state is proceed at the process and should described at	man in which a second in	This transing apparate power bridge to be out, maps or behavior and it to be made indexed in the row extent interfer records may extend be set to settle and if debter date not have an inspire of records, give notice of records behavior in the life.
particular	•	
<ul> <li>activitied offer a change of north, libertly or collected in</li> <li>ac to which the filing has libraris.</li> </ul>	Training of Galler	Signatures of Secured Polyton (Required any I lead without debter's Segrature — see See It
		Rober M. Florian Leave adm.
	7	Baselania el Sibretti Piristili el Militali
Birmingham Crane & Hoist	Inc., a wholly-our	of First Commerce Leasing Corporation
(1) FAMILY GENERAL GROVE ALTHOUGH BY THE ST	Tube of value of the state of the	1 Treduction Folia - uniform connections, cook - Folia UCC-1

☐ The Datter is a transmitted with	No of Apphone	The Country of Parallel of a			
The Debty is a surrounding unity as defined in ALA CODE 7-9-10(pg.  1 Antum steps or recovers organizate:	Press Pressure	This FRANCING STATEMENT is presented to a Filling Officer for sing personn to the Unitaria Companyatel Codes			
		Tres shalls Folk USB OF FE RIS OFFICER Date: Turns, Number & Fring Office			
Pirst Commerce Leasing Co	rporation				
2496 Rocky Ridge Road		* K. B.E. 8888			
Biradngham, Alabama 3524	•3				
		48 94 85 1.2 8 1.2			
7 Name of G Address of Dates: (Last Name First & a Param)		d			
Birwingham Crane & Hoist, Inc., a wholly-					
owned subsidiary of Harnischfeger		<b>№ № ГРМЯ</b>			
Corporation					
25 West Park Circle					
Birwingham, Alabama 35211					
Anna a Abra and a Abra 180 A					
Bastur Abaumty / Tan IID E	Last Name Ford & a Parson				
• • • • • • • • • • • • • • • • • • • •					
	1				
Besief Wearty/Tex D S		A.B. With			
<del></del>	<del></del>	Secretary of State			
Additional designs on absence UCC-E  3 NAME AND ADDRESS OF SECURES PARTY) Austin		4 AMERICAN DE DE CURRO PARTY # ANY BASE Incom Fore & a Participa			
3 HADE MO HOMESS OF BECOMES PARTY (LBS) N					
First Commerce Leasing Co	rporation	First Commercial Bank			
2496 Rocky Ridge Road		P.O. Box 11746			
Birwingham, Alabama 3524	13	Birminghem, Alabama 35202-1746			
Beniel Seturity /Ton ID A					
Addition of secures portion on absorbed UCC-8					
à The Financing Statement Covers the Fellowing Types on	tung of Property.				
Personal property which	ls lessed by Secure	d Party to Debtor and is not owned			
		ease Agreement dated February 23, 1998			
between Debtor as Lessee and Secured party as Lessor, which personal Marin Committees					
property is described on		The state of the s			
lease and not intended by					
Filing is only made by the	he parties as a mat	ter of public record.			
EQUIPMENT DESCRIPTION: 19	998 Ford Taurus SE	- VIN #1FAYP5286WA174827			
•					
EQUIPMENT LOCATION: 2561 Pennington Bend		7914			
Nash	ville, Tennessee 3	0/414			
Check & d covered. Throdusts of Cottlered are also	portrad				
E. This problems is they without the deliber's agreement to perfect a possibly interest in uniformal problems. It, if any content to an according to problem perfections when it was brought into this state or arrestly uniquest to a according total and another jurisdiction when deliber's location of any or to the plate.  Or which to proceed of the angular additional described above to which a security interest of perfectives.		7. Complete only what time with the Judge of Probate The onlief measurement executed by this financing statement to 8			
		Managage to a diver (1911 per \$165.60 or heatien thereof) 5			
		O This tearning external garage timber to be cut, origin or before and it to be arrest induced in the real exists managing resemble (Securitie real exists and if debter rises not have an instance of recent, give name of recent source in the S.			
					as to email the Ming has based
Acres abroke	<del></del>	Defends of the policy of Angers De Company			
- Flexon		Robert Millerson Rease adm.			
Birmingham Crane & Hoist,	Inc., a wholly-owner	d First Commerce Leasing Corporation			
Type Name of Individual or Business \$1,000,000	BY OF PERMISSIFEE CO	227) . Type Name of Individual or Business			
(1) FLING OFFICER COPY - ALPHANTINA. (6) FLING OFFI (6) FLING OFFICER COPY - MANIFOLM. (6) FLI COPY	Prost 66/7-40/100000,00000001 Y - 89/34/80	(B FILE COPY SESTENCE)  (B FILE COPY SESTENCE)  (B FILE COPY SESTENCE)  (B FILE COPY SESTENCE)			

				<del></del>	
(2) The Delity is a transmissing uplay as earned in ALA CODE 7:0-105(4)	Shoots Proserves ()	This FalaniCard &TATEMENT is an integral to the United to Comm	THE COST	) Officer to	
Figure copy or recorded engines to		THIS SPACE FOR USE OF FRIEND OFFICER			-
Cf . EVIS Daniers Services	RPORATION				9
P.O. Box 2969	LEXIS Document Services			<b>8888 38</b>	3
Mr Springfield, IL 62708			# 55 P	စ်က္ ဝမ္မန္မ 8	
Springicia, it. 02700		1133	2,71 2,71 10.		
		ļ		•	
FIRESPANIES AND SALES			ē; ģ	## # <i>##</i> #	1
7 Name and Address of Deliner	(Lost Name First it a Persons	7			
BIRMINGHAM CRANE & HOIST,	INC.		-		
25 WEST PARK CIRCLE					
BIRMINGHAM, AL 35211		1			
Secol Sc surly / Tex IO 4		_			į
2A Name and Address of Dalams of AAM	n. am Name Fred 4 a Paradir)				
		}			
		ì			
		1			
		i			
		i			
Seciel Benurky / Tex ID 1		FRED WITH			
Additional anthono on executed UCC-E		SEC OF STATE			
3 HAME AND ADDRESS OF SECURED PARTY) BAN	Name Fort d & Persons	A ASSIGNEE OF SECURED PARTY	PF APPR	Last Home First it a Person	_
CATERPILLAR FINANCIAL SERV	/ICES CORPORATION	1			
1800 PARKWAY PLACE. SUITE	820				1
MARIETYA, GA 30067		}			
		i			
Secret Beauty/Year ID F	<del></del>				
D Adphanel recurse portion on educated UCC-E		<u> </u>			_
(1) CATERPILLAR GPL40-LP 1	TET TRUCK S/N: 1CH	(0.2.2.3.4			
AND SUSTITUTIONS, REPLACE	EMENTS. ADDITIONS.	& ACCESSIONS THERETO.	NOW		
OWNED OR HEREAFTER ACQUIR	ED. AND PROCEEDS TE	EREOF. THIS IS A			,
PRECAUTIONARY FILING AND	IS NOT TO BE DEEMEL	AS AN ADMISSION BY A	NY	SA Enter Coders From Book of Form That	
PARTY THAT THE LEASE AGRE	EMENT IS OTHER THAN	N A TRUE LEASE.		Bast Departure The College Control	
				By This Filling	
					_
					_
					_
					_
					_
_					_
Creek 1 4 covered Preducts of Calebral are all	to control a popular retries of a control of	7 Complete any onen ling with the Judg	0 01 Presiden		7
Exhapt X if as   C streety subset to a security interest in another jumphation when it was brought into this state   aready subset to a security interest in another jumphation when destin's location of the state  to this state.		The miner indestinations secured by this bitaneing supported in 5			. [
		Maragage too due (196 per \$100 db or he			<del>-  </del>
The street is proceed of the original colleged described				١ ١	
pertected  acquired &fer a chappe of name, identity of append	to about on all states				
as to roup the three of an agent		(Augured only & College	-	are a see to the see	
Me Charles		LUCUTA US	Duno	Keal) Del	•
Squarem & Querry		Suprement or Secure Personal	-	TITLE:	Vin
	TITLE:				- 9 /
BIRMINGHAM CRANE & HOIST,	INC.	CATERPILLAR FINANC		VICES CORPORATIO	M
Type Nyme of Infirmitual or Business		Type Marie of Individual or Bush	994		- C. I
IN PLANS GEROLD COPY - ALPHABETICAL OF FILMS	OFFICER DON'T ACCOMPANAGEMENT	STANDARC	, 100mg - JAF 08	W COMMERCIAL CODE - FORM UC	•••

The Outlier is a transmitting unity as desired in ALA CODE 7:0-1954	There has had	0	This FileAnt PAS STATEACHT is presented to a Fairy Officer for string durament to the Uniform Communities Code.		
1 Return eatly of restinged angular to		De De	ne ShaCE FOR use OF Figure OFFICER ste, Time Number & Firing Ohee		
CA LEXIS Document Services	RPORAT	TON			
10 P.O. Box 2969	REVIOLE	100			
MA Springfield, IL 62708		]			
		1			
_		1	THE COOO		
Pro-seed Acet 4	Last tights from f	· Parama			
BIRMINGHAM CRANE & HOIST,	INC.	ì	ā. ē. e. e		
25 WEST PARK CIRCLE		1			
BIRMINGHAM, AL 35211		l	0. 80- FAME		
		l			
Some St. 3/19/19x ID II	_				
2A. Name and Address of Debut	Lago Harring Pergs of	-	7		
		1	<b>1</b>		
		i			
		1			
		į			
		_			
Secret Separity/Tex ID F	=		SEC OF STATE OF AL		
Assessed appears on experted UCC-E					
S. HAME AND ADDRESS OF CHARLES (MELET) SAME	and Prot F & Porcers L.E.	SSOR 4	ASSISTED FACURED PARTY OF ANY GAS Name First 8 a Persons		
CATERPILLAR FINANCIAL SERV	ICES CORPORAT	TION			
1800 PARKWAY PLACE, SUITE	820	į į			
MARIETTA, GA 30067		<b>,</b>			
Soudi Stearty/Ten IO 1	_				
O Additional secured parties on alberted UCC-E					
5 The Financing Statement Covers the Fellowing Types to	Come of Property.				
(1) CATERPILLAR GPL40-LP L	IFT TRUCK S/	N: 1CM02	235		
AND SUBSTITUTIONS. REPLACE	MENTS, ADDIT	IONS. 6	ACCESSIONS		
THERETO, NOW OWNED OR HERE					
THIS IS A PRECAUTIONARY FI					
ADMISSION BY ANY PARTY THA	T THE LEASE	agre emen	IT IS OTHER OF THE Party		
THAN A TRUE LEASE.					
Chass XII served () Products of Colleges are also					
6. This summers is likely willhard the debter's algorithms to p		-	7 Complete any unan time with the Judge of Probets The only regularizes secured by the Ingrany attention is 6		
check X, if my Correctly subsect to a security unknown in another jurisdiction when a was brought into the more correctly subsect to a security unknown in another jurisdiction when deliter's leadern afrongest to the test		P44 PA44	Marinage to the (150 per \$100 to or beating the old \$		
		-			
C which a process of the original exhibited described a periodical			on interest of recent give name of record corner in their th		
D acquired prior & change of name, identify or corporate	physical of debter		A COOP		
1402	2 K 127	1000			
HANNE LESSEE	TITLE: 10-	ABOUT '	TITLE: TYC		
LESSEE					
FIRMINGHAM CRANE & HOIST.	1NC	-	CATERPILLAR FINANCIAL SERVICES CORPORATION		
Type Nurse of Endorshiel or Guerrana			Type having of mon-dust or Business		
(1) PLUS STREET SETT - APRILLIPMAN APRILLIPMAN APRILLIPMAN APRILLIPMAN APRILLIPMAN APRILLIPMAN APRILLIPMAN APRILLIPMAN APRILLIPMAN APRILLIPMAN APRILLIPMAN APRILLIPMAN APRILLIPMAN APRILLIPMAN	Proper oper Agradian Book Principal		STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC.1 Approved by The Sourcesy of State of Assume		

	·	
The Delice is a processing with an entire in ALA CODE 7:0-1000	No of Additional Shorts Propertied	This Foundation a sufficient to presented to a Forey Officer for thing purevent to the Uniform Content Code
1 Patern (Safry or recorded original for		THE SPACE FOR USE OF FLIND OFFICEA
First Commerce Leasing C	Orporation	
2496 Rocky Ridge Road	•	
Birmingham, Alabama 352	43 1/	# CFE 8888
<b>G</b>		
Pro-gold Addl. E		
2. Herne god Address of Debugs	Appl Pages First & a Po	mm C. 202 0PEF
Birmingham Crane & Hoist	. Inc., a wholl	
owned subsidiary of Harn	ischfeger	to mile frame
Corporation	_	
25 West Park Circle		
Birmingham, Alabama 35211		
Secret the second of the second		
Bend (borry/Tex ID 6	A. and Harter Front & a Fe	
Brown Beauty/Tex ID 6.		ALSO WITH.
☐ Additional distants on attached UCC-E		Secretary of State
I NAME AND ADDRESS OF SECURED PARTY) Last I	ione Prof I s Person	A ANDRONEE OF MECURED MATY P ANY) CARE HOME FREE & Property
First Commerce Leasing C	ornoration	
2496 Rocky Ridge Road	o. po 0.20	First Commercial Bank
Birmingham, Alabama 352	43	P.O. Box 11746
	75	Birmingham, Alabama 35202-1746
Booksi (Separtly/Tax ID 8		
13 Additional persons person on effective UCC-E		
5 The Financing Susament Course the Following Types II	- Inni d Persit	
Personal property which i	s leased by Sec	ured Party to Debtor and is not owned
by Debtor under and pursu	ent to a certai	n Lease Agreement dated March 2, 1998
between Debtor as Lessee	and Secured par	ty as Lessor, which personal
property is described on	Schedule A here	to. This transaction is a SA Same County From The
lease and not intended by		
Filing is only made by th	e parties as a	matter of public record.
		<del></del>
• · · · · · · • • · · · · · · · · · · ·		
Chank XII several: [3] Products of Colleges are play.  5. This continues in first defined the author's processes in a		
talent X, ( au)		The Industration according to the beginning of the first industrial to \$
Strendy subject to a occurrily interest on propher jurisdict     strendy subject to a occurrily interest in propher jurisdict     to the lattice.	pal, again, hagan, a palagan kanda an mana i man manan an man	
O assets of the enforced expension expension description or	Harris III arkadi a agantin penganja	# [] This transmy materials develop distance in the east order, or between and it to be arrest independent for the real country manages records (Patentia real country and it determ date not record).
_ pertodical		on authors as second. Since virge on alone branch in gift g
negatives when a change of name, identity or comparate to an extract the time has figured.		Regulated only if held sufficient destables destables are the
- WILLIAM		
Spin wage of Spinops		Charles of hardest of the American I 1/I
		Cour Mi Pheren Lase Adn.
Birmingham Crane & Hoter T	na a whalle-a	Signaturação et Sacurido Partições et Aprilação /
Typestern of mandad or beauty ubgid!	ery of Hermisch	Fig. 7 Type home of individual or Business
OF THE STREET COTY - MANUSCROOM - COTY - COT	77000 0077 - 00000 US 0000077 7 - 0004700	COTPOTATION STANDARD FORM - UNITED AN COMMERCIAL CODE - PORM UCC
	• • • • • • • • • • • • • • • • • • • •	B) FLE GRAY GENTINGS Approved by The Generally of State of Assessment

PATENT

**REEL: 010676 FRAME: 0109** 

#### Schedule A to Lease and Disclosure Statement Dated as of March 2, 1996 Page 1 of 1

Attached to and forming a part of the following documents: Lease and Disclosure Statement, dated March 2, 1998, Certificate of Acceptance and UCC-1 Financing Statement and any addends thereto by and between First Commerce Leasing Corporation, as Leasor, and Birmingham Crans & Holet, Inc., a wholly-owned subsidiary of Hamischfeger Composition, is 1998. See The Lease Schedule referenced above is incorporated herein by this reference. All terms used herein which applications the Lease shall have the same meaning herein.

Leases is hereby instructed to contact the Supplier referenced below for a description of any rights Leasing mar flave under

the Supply Contract covering the Equipment.

DESCRIPTION OF EQUIPMENT

	ſ	Make and Model	DN OF EQUIPMENT	
Manufacturer/Vendor	Quantity	of Equipment	Description	Serial No.
			1987 Ford F380 Truck & Utility Body Described as Follows:	1
Long-L <b>ewis Fard</b>	1	F350	1997 F350 4 x 2 Supercab Pickup/155 Oxford White Exterior Opal Grey Interior 7.3L Power Stroke Turbo Diesel 5-Speed Manual O/D-HD Trans LT215/85RX16D BSW All-Season 4.10 Ratio Regular Axie Camper Package Front License Plate Bracket Engine Block Heater Spere Tire and Wheel BRT Low-Mount Swingaway Mirror Air Conditioning - CFC Free AM/FM Electronic Stereo/Clock Interior Enhancement/Light GRP Argent Reer Step Bumper	1FTJSSFOVED07970
Fontzine	1	796D54	Knapheide Service Body with PHR Bumper Flush MT. Lights Receiver Hitch with 2" Ball Elec. Brake Hook-Up	1
<b>!</b>			1	

And all equipment, additions and replacements attached hereto and made a part thereof. I have reviewed the above list of equipment and it is a complete and accurate list of all the equipment on this lease.

Lessor:	First/Commerce Lessing Corporation	Lessee: Birmingham Crane & Holst, Inc., a wholly-owned
By:	Mim de.	By: Subsidiary of Harmschleger Corporation
Title:	President	THE VR-OPENATURE
Date	03/18/98	Date: 3/18/98

	<del></del>	
M CONTROL IN ALA CODE 7-5-100pt	The of Additional Shoots Property	That FilluseChail & SAFELIGHT is presented to a Fling diffuser for lang durations to the Lindows College
1 Refurs aboy or reserved original to		THE SPACE FOR USE OF FEIRE OFFICER Date Tone, Number & Form Office
First Commerce Leasing	Corporation	
2496 Rocky Ridge Road		# ESE 8588
Birringham, Alabama 35	243	11.00 91.00
		4
Pro-pay April 8		U O S S ~ G S E
Birmingham Crane & Hoist, Inc., a wholly-		11y-
owned subsidiary of Rarnischfeger		
Corporation 25 West Park Circle		
Birmingham, Alabama 35	211	
Second glosyrily/Ten 10 S		
M. Nome and Address of Debrer # ANY	Add Name First #	FUINT
Social Shouldy /Tan ID E		PLAD WITH
D Additional dictions on ottomas UCC-E		Secretary of State
I HAME HID ADDRESS OF SECURED PARTY) &L	E Hama Foot & a Parant	4 ARRONGE OF SCOURED PARTY OF ARTH BARRISTS FIRST & Party
First Commerce Lessing		
2496 Rocky Ridge Road		First Commercial Bank
Birwingham, Alabama 35	243	P.O. Box 11746 Birmingham, Alabama 35202-1746
		birmingnam, Alabama 33202-1740
Books' Mary / Tan (D E	<del></del>	
☐ Additional convince parties on alleshed UCC-E		
& The Proving Statement Course the Federate Type		
Personal property which	1 18 leased by	Secured Party to Debtor and is not owned tain Lease Agreement dated March 2, 1998
between Debtor on Lease	e and Secured:	never as lessor which personal
		party as Lesson, which personal A. Enter Codets From Notice of Fro
		as a security transaction. Communication
	-	a matter of public record.
		AND THE LAND AND AND AND AND AND AND AND AND AND
Chath 1:If agreemed D Products of Constant are a	140 00×2×00	
5. This plateriors is filed without the debter's algorithms inches. It, if and	to parties a security travell in or	17. Compress only when time with the Judge of Problem The princy indooraalmass secured by the Impropring distance to \$
Desirably California to a security between in another basis	dates when I was brought two	on man
or one order		□ This increase informatic sproof bridge to be out origin or between and to be originated to be originated to the originate increase (Bosonital real decision and in the case of the originate increase (Bosonital real decision and in the originate of the originate of the originate of the originate of the originate of the originate of the originate or
<ul> <li>which is precious of the original collectual describe porturing</li> </ul>		to agreet it women has whish of women counts, to got \$
anguines often a strange of name, labertly or company on togethyle the tang languages.	its structure of district	Required only if load ordinant debuts — one day it
	<del></del>	
- September 1		/ Deporte of technology and a service / 1/
		Robin M Presson / Lease Adm.
Birmingham Crane & Hoist	Inc. a wholl	Beginner of Becoled Perheest or Assignate
Type frame of Inshibud or Business BUDE	CIETY OF RETRI	ECHT ege T Type have of individual or Business
(1) FLISS STAGES GOT - ALPHANTINA BY FLISS G		COTPOTETON STANDARD FORM — Unit of Standard Counterform Counterform Counterform Counterform Approved by the Secretary of State of Assume

#### Schedule A

to

#### Lesse and Disclosure Statement Dated as of March 2, 1988 Page 1 of 1

Attached to and forming a part of the following documents: Lease and Disclosure Statement dated March 2, 1998, Carifficate 8 of Acceptance and UCC-1 Financing Statement and any addenda thereto by and between First Committee Lighting Carifficate 8 as Lessor, and Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Hamischiager Corporations as Schedule referenced above is incorporated herein by this reference. All terms used herein which are description in the Lease shall have the same meaning herein.

Lesses is hereby instructed to contact the Supplier referenced below for a description of any rights Lesses removal or the Supply Contract covering the Equipment.

Menufacturer/Vendor	Quantity	Make and Model of Equipment	Description	Serial No.
			1987 Ford F358 Truck & Utility Body Described as Follows:	i
.ong- <b>i.ewis</b> Ford	*	F3 <b>60</b>	1997 F350 4 x 2 Supercab Pickup/155 Oxford White Exterior Opel Grey Interior 7.3L Power Stroke Turbo Diesel 5-Speed Manual C/D-HD Trens LT215/85RX16D BSW All-Season 4.10 Ratio Regular Axis Camper Package Front License Plate Bracket Engine Block Heater Spare Tire and Wheel BRT Low-Mount Swingaway Mirror Air Conditioning CFC Free AM/FM Electronic Stereo/Clock Interior Enhancement/Light GRP Argent Rear Step Bumper	1FTJX35F9VE:00794
Fontaine	1	796054	Knapheide Service Body with PHR Bumper Flush MT. Lights Receiver Hitch with 2" Ball Elec. Brake Hook-Up	
			ļ	
				•
			Alabama	

And all equipment, additions and replacements attached hereto and made a part thereof. Insvertigating age appropriate or equipment and it is a complete and accurate list of all the equipment on this lease.

Date 4/01/98

Title 1:40 PM

Lease: Birmingham Crane & Holet, Inc., a wholly-owned subsidiary of themschipped Corporation

By: President

Title: Title:

The Color is a Version in state of the state	In. of Additional	This FAMMORIQ & INSTANCENT is proportion to a Plant	4 (max m
Paters says or received drapted to		Thes shace roll vist or resident Commonse Gods  Date Trick Parisher & Fining Ottog	
First Commerce Leasing	Corneration	Date Tone feather & Fring Office	<b>FE</b> 8888
2496 Rocky Ridge Road	or bot ecton	- 4 "	
Birmingham, Alabama 35	249	1 26 2	වූම වීදාදාදා වූ
DILBITIZHER, VIROSER 33	273	4 <u>-</u> 5	,
		1 30 J	•
		. ال ع ال ع ال ا	28 -44 E
Pro-pared A spl. 6			
I Home and Address of Dates	s.as Name Frei s a Parsons		<del></del>
Birmingham Crane & Hois	t, Inc., a wholly-	-	
owned subsidiary of Mor	Tis Material	1	
Hendling, Inc.			
25 West Park Circle		1	
	Birmingham, Alabama 35211		
Seems Security / Tex ID 4			
SA. Name and hadron of Dales # AAM	6.00 Name Pers I a Parent	1	
		<b>1</b>	
		İ	
		1	
Scores Beautity/Tex ID 4		PLES WITH	
C Additional continue on attached UCC-E		Secretary of State	
S. NAME AND ADDRESS OF SECURED PARTY) &	st Hame Plus Fa Persons	4 ASSESSED OF SECURED MATY IF ANY	Gast Nurto First II a Forcert
	•		-8 4
First Commerce Leasing	Corporation	Mational Bank of Commerce	or Birminghem
2496 Rocky Ridge Road		P.O. Box 10686	
Birmingham, Alabama 35	i <b>243</b>	Birmingham, Alabama 35202	1-1746
Anna Anna Can D.A		İ	
\$00 Bully /1 a & 6	<del></del>	†	
Additional growth portion on attached UCC-E			
6. The Programy Statement Covers the Petitioning Type			_
Personal property which	i is leased by Secut	ed Party to Debtor and is not	owned
		Lease Agreement dated June	22, 1998
between Debtor as Lesse	se and Secured party	as Lessor, which personal	M. Britan Codesia From
property is described of	n Schedule A bereto	. This transaction is a	Seal December The
lease and not intended	by the parties as a	security transaction.	By This Pany
Filing is only made by	the parties as a ma	tter of public record.	
-			
Equipment Description:	1999 Ford F251 4=2	Truck	
•	VIN: 1FINF20LSEA	64123	
_			
Credit X F paymed C Preducts of Colleges are a		7. Complete any when thing with the Judge of Probate	
product for		The most indestructs essured by the American statem	m t 1
<ul> <li>develop evident to a presently interest in another justs or every evident to a prountly interest in another justs to the color</li> </ul>	Matada ingan gapan, a pangan ang hay man Matada ingan 8 mat bandar nasi hay man	Mortgage ton ove (194 per \$100 00 or fraction thereof \$.	
to this colin  union is proposed of the original political describe		This Anatomy sustainers covers timber to be out prop indental in the real courts marketer reserve (December re on entered of record give name of record during in Sec.)	of the part and to be proper
perfected.	Manual	an entropy of record give name of record owner in Box (	
acquires of or a sharings of sigme, identity or corpora or to which the time has talked.	DI CONDUIT OF CONDU	Begretaress of Booures For Pagement only I land without distant a Sign	hypoth) hydrig com Bon di
	<del></del>		
Thesau			
Section of things		KALLY MERONA	Hear older
The state of Contract of Contr		Shrainer of territor Perfession in American	ALGOR SHIME
Birmingham Crane & Hoist.	Inc. a wholly-owner	d First Commerce Leasin	e Corporation
The name of property of ground fill below	diary of Morris Mate	TIAL Type home of members of Branchs	
THE PARTY OF THE P	ager - constant	Ting to The State of the State	THE COMMERCIAL CODE - FORM USC -1

PATENT

REEL: 010676 FRAME: 0113

D the design is a benefitting velop			
as extend in ALA CODE 7:5 100pg.	Profes Present	This FRANCISIO SENTENENT IS presented to a Filtry College for Sing-pursuant to the Uniform Consumerate Code	
First Commerce Leasing C		Their Shace For Less Of Faints Offices	
2496 Rocky Ridge Road	orbotacion		
Birmingham, Alabama 3524	3		
	· <del>-</del>		
		<b>₩ 108 8888</b>	
Ann and Arm A		## 41% 0444 8	
E. Harrie and Address of Option	And Hame Fould a Person	<u>-</u>	
Birmingham Crane & Hoist, I	nc. a wholly owned		
subsidiary of P&H Morris Ma	iterial Handling, Inc		
25 West Park Circle Birmingham, Alabama 35211		○ 田田子 作品可定	
arrantaguam, visoems 33411			
Books Senerty / Los ID 8	A		
SA. Name and Address of Debter # ANY	Rati Nama First 6 a Ferson	<b>'</b>	
		1	
		1	
Bossel Bosselly/Tap ID 6	_	PLIS WINE	
D Additional destars on attached UCC-8	<del></del>	Secretary of State	
S. HAME AND ADDRESS OF SECURED PARTY, Las	Hone First & Ferrett	4 ASSOCIATION PARTY P ANY Last lease Fres & Present	
First Commerce Leasing (		First Commercial Bank	
2496 Rocky Ridge Road		P.O. Box 11746	
Birmingham, Alabama 3524	13	Birmingham, Alabama 35202-1746	
•			
town towns, rise to t	<del>_</del>		
Additional conursed portion on alternate UCC-E			
Additional occurred portion on adjustmed UCC-E     The Presenting distantions Covers the Fellowing Types	pr forms of Property:		
Additional course portion on advance UCC-E  I The Programs downers Course the Peterson Types Personal property which	primary house.  1s leased by Secur	red Party to Debtor and is not owned	
O Administrative points on absolute UCC-E  I The Private Associal Court for Falling Types Personal property which by Debtor under and pure	is leased by Secur	red Party to Debtor and is not owned Lesse Agreement dated December 2, 1998 y as Lessor. This transaction	
D Assess course price or assess UCC-E  I The Price of Secretal Course for February Type Personal property which by Debtor under and pure between Debtor as Lesses is a lease and not inter	is leased by Secured to a certain and Secured particulated by the particulations.	red Party to Debtor and is not owned  Lease Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction to the County of th	
Assumed course person on absolute UCC-E  I The Princip Statement Course for February Types Personal property which by Debtor under and pure between Debtor as Lessee	is leased by Secured to a certain and Secured particulated by the particulations.	red Party to Debtor and is not owned  Lease Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction to the County of th	
O Assert course price or element UCC-E  I the foreste descriptions the following Types Personal property which by Debtor under and pure between Debtor as Lessee is a lease and not inter Filing is only made by the	ie leased by Securence to a certain and Secured particulate to a matter the parties as a matter the parties as a matter the parties as a matter the parties as a matter than the parties are the parties and the parties and the parties are the parties and the parties are the parties and the parties are the parties and the parties are the parties and the parties are the parties and the parties are the parties and the parties are the partie	red Party to Debtor and is not owned  Lease Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction to the Control of	
D Assert course point or absorbed UCC-E  I the Province descript Course for February Type Personal property which by Debtor under and pure between Debtor as Lessee is a lease and not inter	ie leased by Securement to a certain and Secured particulated by the particulate as a main and a ma	red Party to Debtor and is not owned  Lease Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction to the Control of	
D Assess course price or element UCC-E  1 The Province Assessed Course to February Types Personal property which by Debtor under and pure between Debtor as Lessed is a lease and not inter Filing is only made by the  Equipment Description:	ie leased by Securement to a certain and Secured particulated by the particulate as a main and a ma	red Party to Debtor and is not owned  Lease Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction to the Construction of the Constructi	
D Assess course price or element UCC-E  I the Foreste description to Follow Tipe Personal property which by Debtor under and pure between Debtor as Lessee is a lease and not inter Filing is only made by the Equipment Description:	ie leased by Securement to a certain and Secured particulated by the particulate as a main and a ma	red Party to Debtor and is not owned  Lease Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction to the Construction of the Constructi	
D Assess course price or element UCC-E  I the Foreste description to Follow Tipe Personal property which by Debtor under and pure between Debtor as Lessee is a lease and not inter Filing is only made by the Equipment Description:	ie leased by Securement to a certain and Secured particulated by the particulate as a main and a ma	red Party to Debtor and is not owned  Lease Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction to the Control of	
D Assess course price or element UCC-E  I the Foreste description to Follow Tipe Personal property which by Debtor under and pure between Debtor as Lessee is a lease and not inter Filing is only made by the Equipment Description:	ie leased by Securement to a certain and Secured particulated by the particulate as a main and a ma	red Party to Debtor and is not owned  Lease Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction to the Communication of th	
Chan Exercise D Frederic of Ordering and S The parameter Descriptions of the Parameter Description of t	primary house.  10 leased by Secure to a certain and Secured parties as a mail 1999 Ford F350 35	red Party to Debtor and is not owned  Lesse Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction to the property of the property o	
Chan Effective to the second of Columnia or the First Column to the Columnia Column to First Column to the Column	is leased by Secured to a certain and Secured parties as a management of the parties as a management of the parties as a management of the parties as a management of the parties as a management of the parties as a management of the parties of the parties as a management of the parties of th	red Party to Debtor and is not owned  Lease Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction as as a security transaction.  Set of public record.    Compute only when they only the Autor of Protein They had recorded by the Instance of States of Protein They had recorded by the Lease of Protein	
Cheen REcovered Communication of Communi	is leased by Secured to a certain and Secured parties as a management of the parties as a management of the parties as a management of the parties as a management of the parties as a management of the parties as a management of the parties of the parties as a management of the parties of th	red Party to Debtor and is not owned  Lesse Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction as as a security transaction.  Set Office Content From Settler of public record.  The following with the Artist of Probability Property of Property of Property of Property of Property of Property of Property of Property of Property of Property of Property of Property of Property of Property of Property o	
Chan Ef covered D Products of Columns on the State of Sta	priming of Property:  1e leased by Secure trains and Secured parties as a mail 1999 Ford F350  35	red Party to Debtor and is not owned  Lease Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction as as a security transaction.  Set of public record.    Company only only they only be longed   Process	
Cheen to convert the remark of Outside the Parameter of t	priming of Property:  10 leased by Secure to a certain and Secured parties as a military for the parties and military for the parties as a military for the	red Party to Debtor and is not owned  Lease Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction as as a security transaction.  Set of public record.    Companies only when they will the Arrays of Process   Processed by This Farray	
Change to the country forms of the country of the country forms of the country for country of the country for the coun	priming of Property:  10 leased by Secure to a certain and Secured parties as a military for the parties and military for the parties as a military for the	red Party to Debtor and is not owned  Lease Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction as as a security transaction.  Set of Property only unantiting with the Judge of Probate The Property only unantiting with the Judge of Probate The stage only unantiting with the Judge of Probate The stage only unantiting with the Judge of Probate The stage only unantiting with the Judge of Probate The stage only unantiting with the Judge of Probate The stage of the stage of	
Cheek Ef course to the whole of Outsery are the Tree of the course to th	principal Populy:  10 leased by Secure rand Becured parties and Becured parties as a military for the parties and military for the parties and military for the parties as a military for the parties and military for t	red Party to Debtor and is not owned  Lease Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction as as a security transaction.  Set of Property only unantiting with the Judge of Probate The Property only unantiting with the Judge of Probate The stage only unantiting with the Judge of Probate The stage only unantiting with the Judge of Probate The stage only unantiting with the Judge of Probate The stage only unantiting with the Judge of Probate The stage of the stage of	
Cheek Ef covered D Produces of Delegations of the State o	principal Populy:  10 leased by Secure rand Becured parties and Becured parties as a military for the parties and military for the parties and military for the parties as a military for the parties and military for t	red Party to Debtor and is not owned  Lease Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction as as a security transaction.  Set of public record.  F. Comparts only unon they with the Judge of Probate They shall be a security transaction of the Contract They of the Filing    Property only unon they with the Judge of Probate They shall be a secured by they improve a \$	
Cheek Ef course   Products of Outbook or selected in the later of the course of the co	primary house.  10 leased by Secure years to a certain and Secured party and the parties as a management of the parties are a	red Party to Debtor and is not owned  Lesse Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction as as a security transaction.  Set Description of the Control of the December of the Control of the December of the Control of the Contro	
Change to company of the control of	is leased by Secure to a certain and Secured party and by the parties the parties as a mile of t	red Party to Debtor and is not owned  Lease Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction to grow Committee the season of the party Transaction.  atter of public record.    Compute only when they only the Autor of Proteins the Season Committee the Party Transactions because by the Lagrang Research of the Party Transactions because by the Lagrang Research of the Party Transactions because by the Lagrang Research of the Party Transactions of the Party Transactions of the Party Transaction of the Party Transactions of the Party Transaction of the Party Transactions of the Party Transaction of the	
Cheek I comment Comment of Contempt to the Parameter Separate Department of Contempt to Parameter Separate Department of Contempt to the Conte	primary house.  10 leased by Secure years to a certain and Secured party and the parties as a management of the parties are a	red Party to Debtor and is not owned  Lesse Agreement dated <u>December 2, 1998</u> y as Lessor. This transaction as as a security transaction.  Set Description of the second	

PATENT

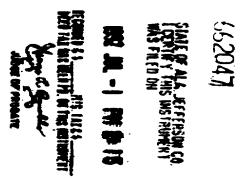
REEL: 010676 FRAME: 0114

THE SPACE FOR USE OF PILMO R. H. Walston P. O. Box 830642 Birmingham, AL 35283 Inc. (doing busi-Double S Enterprises, ness as P. O. Box 59235 Birmingham Birmingham, AL 35259 Crane & Hoist) Sector Security/Tex ID II 63=0932648

2A. Name and Address of Debter SE ANN Sant Name First if a Per sial Beauty/Tax ID I... ☐ Adoltonal debtors on associated UCC-E 1. SECURED PARTY) Last Name First II a Personi OF ANY AmSouth Bank N.A., P.O.Box 11426, The Industrial Development Board Birmingham, AL 35202, as trustee of the City of Birmingham under a Mtg. and Ind. of Trust, dated 6/15/92, from the Secured City Hall Birmingham, AL 35203 Sees Sees My / Tax to # 52-1301051 Party 8. The Pinenering Statement Covers the Following Types (or name) of Property: All fixtures now or hereafter covered by that certain Lease Agreement dated 6/15/92, between the Secured Party and the Debtor, which is recorded in the office of the Judge of Probate of Jefferson County. Said fixtures are located on real property described in Exhibit A attached hereto and hereby made a part hereof by this reference. The Secured Party is the record owner of such real property. None

## TO UCC-1

Lot 6-A, according to the Survey of West Park at Oxmoor, as recorded in Map Book 169, page 25, in the Probate Office of Jefferson County, Alabama.



MASSION BANK Of ALABAMS	ero	Marie Marie Carlo		The Lie
Attn: Rense Looney/Corp Trust Admin P. O. Box 11426	A CONTRACTOR OF STATE	CARRO		The Control of the Co
Birmingham, Alabama 35202	(2)			
Linea Coloman		- E	<b>.</b>	
Pro-soul Acet E.			199	
Latt Name Prist if a Person	97	g:	7	_
Double S. Enterprises, Inc. (doing business	1706		Q 32	9 7
P. O. Box 59235	86	§ ŏ	05	•
Birmingham, Al 35259	55	e e	5	6
Sector Security/Tex ID 8				_
BA. Harns and Address of Cottor (F ANY) (Last Harns First II a Partiet)			. 11	<b>C</b> 39
		<b></b> },.!, <u>-</u>	<b>S</b> • • • • • • • • • • • • • • • • • • •	о. Си
	_		36	u,
	İ	St 1		
Some Security/Tes ID S.				
Additional debters on educated UCC-E	PLAC WITH			
E HARME AND ADDRESS OF SECURED PARTY LAS ROMA PART & PROPERTY	4 ASSONES OF SECURED MY			
Aricusto Bank of Alabama (figurerly Aricusto Bank N.A.)	A MANAGE OF SEEDINGS WI	RTY (F ANY)	(Last Name F	Det I & Person's
union a Mar, and Ind. of These details of the				
CO CONTROL PRINTY				
Second Security / Test (D &				
(. 6.7.1	147			
5.68 This assessment return to complete Financing Statement bearing File No 662947 Filed with Judge of Probate Jefferson County				
7 Terroration. Suppose Party no increase electronic between the terogeting Debter and Secured Party	J. Bearing the number shows above	7/1/	02	
Pull Process of Street, and Street, and Street, and Street, and Street, Street		Me.		
Amendment Financing planting planting to appears in term 4				
18. Portid Secured Party releases the estatural described in one 11 from the knowing state  To the secure Party releases the estatural described in one 11 from the knowing state  The secure Party releases the estatural described in one 11 from the knowing state  The secure Party releases the estatural described in one 11 from the knowing state  The secure Party releases the estatural described in one 11 from the knowing state  The secure Party releases the estatural described in one 11 from the knowing state  The secure Party releases the estatural described in one 11 from the knowing state  The secure Party releases the estatural described in one 11 from the knowing state  The secure Party releases the estatural described in one 11 from the knowing state  The secure Party releases the estatural described in one 11 from the knowing state  The secure Party releases the estatural described in one 11 from the knowing state  The secure Party releases the estatural described in one 11 from the knowing state  The secure Party releases the estatural described in one 11 from the knowing state  The secure Party releases the estatural described in one 11 from the knowing state  The secure Party releases the estatural described in one 11 from the knowing state  The secure Party releases the estatural described in one 11 from the knowing state  The secure Party releases the estate the e	Aam 11. Mant bearing Blo	-		
			11A. Star Codem s	·
	•		Back of Page 7 Stat Constitute Colleges Cons	The The
			By This Pales	
		•		
Cheek X. E covered: Products of Colleges are also sovered		A)		
Opposite of Deburgs	Kenie Frida	Best Vites		
	amount of high trees	Asst Vice	Trust or	and
Signaturate of Colorest processory only if som 8 is opencious	Superior of Superior Fund	1500)		
THE OFFICE COST	Arecuth Bank of Ale	Larrana .	microth Bank	
	COPY METURE	APPROVED BY THE GRAN	MERCAL CODE -	C-3010 LEND

	and the second of the second	
Royal Lessing, Inc.	COLOR FOR MANAGEMENT AND ASSESSMENT OF THE PARTY OF THE P	
3010 Columbiana Rd.		
Birmingham, AL 35216		
Pro- paid Appl. 6		
2. Hearth and Address of Collect. Sand Home Pirts II a Parkets		-
	00 T	<b>-</b>
Birminghem Crane & Hoist, Inc.		
C/O Royal Leasing, Inc.		W
3010 Columbiana Rd.	J	~
		œ
Birmingham, AL 35216		<b></b>
		7
Social Beauty/Tex ID 4		~
2A. Name and Address of Debug # ANY) (Last Name Page II a Passary		
		بى
	<b>,</b> , , , , , , , , , , , , , , , , , ,	
	1 (3")	
	\	
Board Seartly /Tax ID 6	1 V.1 /	
	1 1/04.	
C Additional distance of organical LOC-E		
3. GEOLAGO AVATYI (Last Harte Prot II a Persiri)	4 ASSESSED OF SECURED PARTY IF ARTY (LINE HE	THE POPUL IS A PROPERTY.
	1	
Royal Leasing, Inc.	First Alabama Bank	
3010 Columbians, Edg. At 15216	P. O. Box 10205	
trout through /Turio Elitato Same, Al. 35216	Birmingham, AL 35202	
☐ Additional parties on absolut UCC-E		
8. The Printing Settiment Covers the Fallowing Types for Rains of Property:		
IM RSC 6000 System SN# 2638227		
P.C. SEF P34AARDH 1741604293		
	1 09400447	_
P.C. SEF P346AAEDV 1742903268 adds Tarmin		ndaja) Frees Fasis That
P.C. SHF F346AAKDV 1742903268 adds Tarais P.C. SHF F346AAKDV 1142904021 adds Termis		nderjek France Factor That marifest The
		ndejal Freen Fann That sarges The Streen Palegs
		Industrial Process Feath Things Increases Things In Communical Feathers
		ndept From Foot That surface The II Commed Filings
		ndept From Form That surface The st Commed Filings
		Maggi Frees Footi That surdist The a Convent Filing
		Majoj Frees Festi Thei Herbro Thei I General Filogo
		Medical Freeze Fourit That I Communical Palage
		Marial France Front That Inches The I Communication Frings
P.C. SM# P346AARDV i142904021 adds Termin		Major Freeze Feath That In Communication The In Communication The In Inc.
P.C. SHE P346AARDV 1142904021 adds Termin  Check K if covered: III Products of Californi are also severed.	21. 02137368 Read Of Contract By This Co	Maggi Frees Feel That parties The account of The ac
Check K if servered: III Products of California are also servered.  1. The strength is the entered in california to product a servered.	21. 02137368 Read Of Contract By This Co	
P.C. SHE P346AARDV 1142904021 adds Termin  Cheek K if covered: El Products of Collaboral are also covered.  This strength is they enthant the attents depraise to partent a country regress in solutions (cheek K if any).	To India indicated team of the fragments of fractions:  The India indicated team contents by the fragments of statements is 8	63.00
Chook K if conversal: El Producto of Califolium are also concret.  Chook K if conversal: El Producto of Califolium are also concret.  This attention is they enthous the attents signature to parties a country returns in softward schools K if only only on the control to produce to parties a country returns in softward schools K if only only on the control to produce the product of the country interest in greater production when a use program are the country.	7 Complete any order fing outs the samp of Problem. The problem only order fing outs the samp of Problem. The problem only order fing outs the samp of Problem. The problem only order fing outs the samp of Problem. The problem only order fing outs the samp of Problem. The problem only order fing outs the samp of Problem.	63.00
Check K if covered:   Products of California are also covered.  This intermine is they entered the abbot's deposite to perfect a country regress in solutions when it is an investigation to describ the control of the	7 Complete any order fing outs the samp of Problem. The problem only order fing outs the samp of Problem. The problem only order fing outs the samp of Problem. The problem only order fing outs the samp of Problem. The problem only order fing outs the samp of Problem. The problem only order fing outs the samp of Problem.	63.00
P.C. SEF P346AARDV 1142904021 adds Tormin  Chast X II conversal: El Predicate of California are also concret.  1. This interment is that enthant the abition's dipolary to perfect a county rearest in solution (chast X I as)  arrestly subject to a concertly interest in grather periodiction when a year branging into the colin  or processor subject to a concertly interest in grather periodiction when digitary treatment strangus to this make.	7 Complete any order fing outs the samp of Problem. The problem only order fing outs the samp of Problem. The problem only order fing outs the samp of Problem. The problem only order fing outs the samp of Problem. The problem only order fing outs the samp of Problem. The problem only order fing outs the samp of Problem.	63.00
Check K if accorded: El Predicto of Gallabery are also covered.  (This assessment is they enthrul the action's objective to perfect a covering regiment in the content (check K if any)  acrostly exhibited to a security intercell in another probabilities when a cost brought into this make.  acrostly exhibited to a covering intercell in another probabilities when applicable incomes therepies in the color.  In this case.  In this is processed of the original delibered described above in which a covering intercel in particular.  In particular, and a covering of home, blandly or corporate discipling of catter.	7. Complete only when thing with the samps of findage.  The desired only when thing with the samps of findage.  The find only when thing with the samps of findage.  The find only when thing with the samps of findage.  A C This truncing examines concern touched to see out, or one, or findage or restrict to the out, or one, or findage or restrict to the out, or one, or findage or or restrict to the out, or one, or findage or or restrict to the out, or one, or findage or or restrict to the out, or one, or findage or or restrict to the out, or one, or findage or or or other or or or or other or or or or other or or or or other or or or other or or or or other or or or or other or or or or other or or or or other or or or or other or or or or other or or or or or or or or or or or or or	63.00
Check K if covered:   Products of California are also covered.  This standard is the enthcut the abboth digrature to partent a country represent softward phase it is a product of a covered to produce the collection of the article of the collection of the collectio	7. Complete only when thing with the samps of findage.  The desired only when thing with the samps of findage.  The find only when thing with the samps of findage.  The find only when thing with the samps of findage.  A C This truncing examines concern touched to see out, or one, or findage or restrict to the out, or one, or findage or restrict to the out, or one, or findage or or restrict to the out, or one, or findage or or restrict to the out, or one, or findage or or restrict to the out, or one, or findage or or restrict to the out, or one, or findage or or or other or or or or other or or or or other or or or or other or or or other or or or or other or or or or other or or or or other or or or or other or or or or other or or or or other or or or or or or or or or or or or or	63.00
Check K if accorded: El Predicto of Gallabery are also covered.  (This assessment is they enthrul the action's objective to perfect a covering regiment in the content (check K if any)  acrostly exhibited to a security intercell in another probabilities when a cost brought into this make.  acrostly exhibited to a covering intercell in another probabilities when applicable incomes therepies in the color.  In this case.  In this is processed of the original delibered described above in which a covering intercel in particular.  In particular, and a covering of home, blandly or corporate discipling of catter.	7 Complete any order fing outs the samp of Problem. The problem only order fing outs the samp of Problem. The problem only order fing outs the samp of Problem. The problem only order fing outs the samp of Problem. The problem only order fing outs the samp of Problem. The problem only order fing outs the samp of Problem.	63.00
Chaot X if covered: III Products of Califolderal are also covered.  Chaot X if covered: III Products of Califolderal are also covered.  This absorbers is thee enthaut the deliter's eigniful to parties a country research selected schools X if any actions sufficed to a coverely interest in greater production when a use properly related the enthaut in an enthal production when a place to consider the enthal in greater production when additions incention sharinguis in this new particular and the original additional dissertion allowed in which a procure of the original additional dissertion allowed in which a security interest to perfected.  Justification of the original additional dissertion absorber of eather III published after a strange of reams, identity of easystems dissertion of eather III are the original easystems.	To Complete only when thing with the Judge of Probate.  The latter probate only when thing with the Judge of Probate.  The latter probate only when thing with the Judge of Probate.  The latter probate only when the probate of Probate on the Judge of Probate on the Judge of Probate of Probate of Probate of The Judge of Probate of The Judge of	63.00
Check K if accorded: El Predicto of Gallabery are also covered.  (This assessment is they enthrul the action's objective to perfect a covering regiment in the content (check K if any)  acrostly exhibited to a security intercell in another probabilities when a cost brought into this make.  acrostly exhibited to a covering intercell in another probabilities when applicable incomes therepies in the color.  In this case.  In this is processed of the original delibered described above in which a covering intercel in particular.  In particular, and a covering of home, blandly or corporate discipling of catter.	7. Complete only when thing with the samps of findage.  The desired only when thing with the samps of findage.  The find only when thing with the samps of findage.  The find only when thing with the samps of findage.  A C This truncing examines concern touched to see out, or one, or findage or restrict to the out, or one, or findage or restrict to the out, or one, or findage or or restrict to the out, or one, or findage or or restrict to the out, or one, or findage or or restrict to the out, or one, or findage or or restrict to the out, or one, or findage or or or other or or or or other or or or or other or or or or other or or or other or or or or other or or or or other or or or or other or or or or other or or or or other or or or or other or or or or or or or or or or or or or	63.00
Chaot X if covered: III Products of Califolderal are also covered.  Chaot X if covered: III Products of Califolderal are also covered.  This absorbers is thee enthaut the deliter's eigniful to parties a country research selected schools X if any actions sufficed to a coverely interest in greater production when a use properly related the enthaut in an enthal production when a place to consider the enthal in greater production when additions incention sharinguis in this new particular and the original additional dissertion allowed in which a procure of the original additional dissertion allowed in which a security interest to perfected.  Justification of the original additional dissertion absorber of eather III published after a strange of reams, identity of easystems dissertion of eather III are the original easystems.	7. Complete any when filing with the samps of first-ser.  7. Complete any when filing with the samps of first-ser.  The letter instances and extend by the first-series and first-series in the series of first-series and file of the samps of first-series and file of the samps of first-series and file of the samps of first-series and file of the samp of first-series and file of the samp of first-series and file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of	63.00
Check K if convered: III Products of California are also control.  1. This assessment is they exhaust the ability's deposited to particular a security interest in solutional school to the ability in another production when a security interest in another production when a security interest in another production when a security interest in another production when deplots incurrent when purposed in a consense in the color.  I while in processed of the original estimated deposited above in which a security interest in perfected.  I perfected.  If any is intust the thing on any agrees.	7. Complete any when filing with the samps of first-ser.  7. Complete any when filing with the samps of first-ser.  The letter instances and extend by the first-series and first-series in the series of first-series and file of the samps of first-series and file of the samps of first-series and file of the samps of first-series and file of the samp of first-series and file of the samp of first-series and file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of file of the samp of	63.00
Check K if convered: ID Products of California are also control.  1. This presented is the collect the abbler's deposited to particle a security increase is soluted phases. It is an increase in a solution in another production when a pass prought and this rests.    article variety in a consulty interest in another production when a pass prought and this rests.   article variety in a consulty interest in another production when depter's incustom otherpies in this state.   article variety in a consulty interest in another production when depter's incustom otherpies in the state.   article variety in proceeds of the original estimated deposits of shore in which a security interest in particular.   article variety in the original estimated deposits above in which a security interest in particular.   article variety in the process.	7. Complete any union thing with the ways of Probate. The letter between any union thing with the ways of Probate. The letter between any union thing with the ways of Probate. The letter between any union thing with the angular distinction is a second by the financing electroners is a second by the financing electroners is a second by the financing electroners in the real communication of the second placement of the second electroners and the second electroners are second electroners.	63.00
Check K if convered: ID Products of California are also control.  1. This presented is the collect the abbler's dynamic to particle a county increase is soluted photols in the collect K if any control to product to product a control interest in another production when a pass prought and this rests.  1. It is a presented to a collective interest in another production when a pass prought and this rests.  1. It is a presented of the original estimated deposits of shore in which a county interest to perfected.  2. It is a producted of the original estimated deposits of shore in which a county interest to perfected.  3. It is a producted of the place in an appear.  3. It is a producted of Coloring.  4. Type home of individual of Coloring.	7. Complete any union thing with the ways of Probate. The letter between any union thing with the ways of Probate. The letter between any union thing with the ways of Probate. The letter between any union thing with the angular distinction is a second by the financing electroners is a second by the financing electroners is a second by the financing electroners in the real communication of the second placement of the second electroners and the second electroners are second electroners.	63.00
Chook X if convered: El Products of Califolium are also concret.  5. This assessment is fined enthroat the deliter's eignifure to partiest a country returns in sedesteral schools R if not a secondary interest in synthetic periodicism when a case transport one that make a whole the country interest in artistic periodicism when a case transport in the return in the secondary interest in artistic periodicism when a country interest in artistic periodicism which a secondary interest in periodicism.  I while to proceed at the original deliterated described above in which a secondary interest in periodicis.  I performed after a strange of manna, identity or composite directors of deliter.  Signaturate of Deliterial  Signaturate of Deliterial  Type history of included of Business  (1) Falses directors Copy or Alf-Madificial, On Falses directors copy Academy approximately	** Complete only when fing oth the Judge of Probate.  **The best only when fing oth the Judge of Probate.  The latter probate only when fing oth the Judge of Probate.  **The best of the probate of the best of the second of the latter of the second of the latter of the	63.00

AL65494

The FINANCING STATEMENT is prounted to a filing others for filing pursuant to the Uniform Commercial Code. 31000-1 Debegrish (Last Name First) and Address (m) 2 Secural Partition and Addisonia 19-443 10et EPH Material Handling div of Onimby Material Handling, Inc. OHIO SEC. OF STATE Harnischfeger Corporation 2476 Edition Blvd. 02/24/95 09:00 Twinsburg, OH 44128 26210 Emery Rd. 016620 02249506701 Warrensville Heights, OH **ALASANA** 44128 TALLEGRAPHIT OF THE GOOD POIL GOT A This features successions covers the following types for items of property Hyster Credit Company i (One) Used Hyster Lift Truck Model S70E P.U. Box 4366 S/R C004D06397D together with all tires, wheels Portland, OR 97208 and all other attachments and accessories 5F Products of Colleteral are also covered. Chest Mit several: Free with Secretary of State EPH Haterial Handling div of USE WHICHEVEH . SATURE LINE IS APPLICABLES brimby Material Hand More. Harnischfeser Corposation .... FILING OFFICER COPY-ALPHABETICAL This form of financing statement a approved by the Secretary of State mel Eft. 1/1/79 STANDARD FORM -UNIFORM COMMERCIAL CODE - UCC-1

THIS FORMACING STATEMENT - 100 July 1	the State of Burnaline to	har thank and the animalists	Cote : 3 Many de Les
Detroined Contractor Fort Live Contra	r To me grant in a set	¥* terdite .	Fre Flory Ciffeen (fails) I may thereon.
EPH SATERIAL HASDLING, 123	HARNISCHEEGER (	CORPORATION	
26210 ENERY RUAD	1 11% W FOREST II	ILL AVENUE	OHIO SEC. OF STATE
WARREN HEIGHTS, OH 44128	OAR CREEK. WI	53154	12/19/96 99:00
			031011 12199403701
This francing statement covers the horse of			AN26815
LL OF THE FOLLOWING WHICH ARE			l l
COULTED BY DESTOR: (1) ALL I			
IN THE POSSESSION OF THE DEBT	·		5 Apagramshid Secured Party and Addresses
ACCESSORIES FOR ANY OF THE FOI THE SECURED PARTY AND/OR MANUF			
(11) ALL PROCEEDS OF ACCESSES		•	r e
PORECOING IN WHATEVER FORM			
			·
	SH, CHECKS, DRAFTS A	AND OTHER	
CCOUNTS, CONTRACT RIGHTS, A			CEPHENTS AND OTHER DIXLUMENTS.
ACCOUNTS, CONTRACT RIGHTS, A	E MOSEY, CHATTED PAI	PEN, SECURITY	CEPHENTS AND OTHER DINJUNENES.
CCOUNTS, CONTRACT RIGHTS, AND INSTRUMENTS FOR THE PAYNERS OF	E MOSEY, CHATTED PAI	PEN, SECURITY	<u>(l</u>
CCOUNTS, CONTRACT RIGHTS, AND INSTRUMENTS FOR THE PAYNERS OF THE P	F GOSES, CHATTEL PAI	PEN, SECURITY,	SECRETARY OF STATE
CCOUNTS, CONTRACT RIGHTS, AND INSTRUMENTS FOR THE PAYNERS OF THE P	F GOSES, CHATTEL PAI	PEN, SECURITY	SECRETARY OF STATE
OCCOUNTS, CONTRACT REGRES, AND INSTRUMENTS FOR THE PAYNERS OF	FRONEY, CHATTEL PAR	PEN, SECURITY,	SECRETARY OF STATE
DESCRIPTION THE PAYNESS OF THE PAYNE	FRONEY, CHATTEL PAR	PEN, SECURITY,	SECRETARY OF STATE
COUNTS, CONTRACT RIGHTS, AND INSTRUMENTS FOR THE PAYNESS OF THE PA	FRONEY, CHATTEL PAR	PEN, SECURITY,	SECRETARY OF STATE
De monte de la company de la c	FRONEY, CHATTEL PAR	PEN, SECURITY,	SECRETARY OF STATE  FEGER CORPORATION
DESCRIPTION THE PAYNERS OF THE PAYNE	FRONEY, CHATTEL PAR	HARNISCHEE	SECRETARY OF STATE  FEGER CORPORATION

Debtor(s) (Last Name First) and Address(es)	2 Secured Party (ies) and Address(es)	3 For Filing Officer
EPH Material Handling div of	Quimby Material Handling, Inc	(Dets, Time, Number, and Filing Office)
Harnischfeger Corporation	2476 Edison Blvd.	
26210 Emery Rd.	Twinsburg, OH 44128	
Warrensville Heights, OH		
44128		,
This financing statement covers the following types	(or items) of property:	3. Assigned(s) of Secured Party and Address(es)
1 (One) Used Hyster Lift Truc	b Model S70F	Hyster Credit Company
S/N C004D06397D together with		P.O. Box 4366
and all other attachments and		Portland, OR 97208
and and and and		33131111
•		
<del>.</del>		
<b>3</b>		
sck <b>I</b> if covered: Products of Colle	teral are also covered	No. of additional sheets presented:
eck Et Constant.	Mar and and Columbia	No. of aboutone store presented.
ed with Cuyahoga County Recorder	A SHANDURY OF CICAL TURE LINE IS A SEL TOWN	
EPH Material Handling div of	be whichever signature line is applicabl	E)
EPH Material Handling div of Harmischieger Corporation	be whichever signature line is applicabl	E) rial Handling Inc.
EPH Material Handling div of	DE WHICHEVER SIGNATURE LINE IS APPLICABLE QUIMBY MADE	Flandling Inc
EPH Material Handling div of Harnischieger Corporation -2C	BY BY	rial Handling Ind
EPH Material Handling div of	Description of financing statement is	Flandling Inc
EPH Material Handling div of Harmischieger Corporation - 20 Tom Hagerty Senture(s) of Debtor(s) FILING OFFICER COPY-ALPHABETICAL STANDARD FORM -	DE WHICHEVER SIGNATURE LINE IS APPLICABLE QUIMBY MAY	Fig. Handling Ind
EPH Material Handling div of Harmischieger Corporation - 20 Tom Hagerty Senture(s) of Debtor(s) FILING OFFICER COPY-ALPHABETICAL STANDARD FORM -	Description of financing statement is	ture(s) of Seared Party(ies)
EPH Material Handling div of Harmischteger Corporation 20 Tom Hagerty Service(s) of Debtor(s) Filing Officer COPY-ALPHABETICAL STANDARD FORM -	Description of financing statement is	Fig. Handling Ind
EPH Material Handling div of Harmischteger Corporation 20 Tom Hagerty Service(s) of Debtor(s) Filing Officer COPY-ALPHABETICAL STANDARD FORM -	Description of financing statement is	ture(s) of Sector Party(ins)
EPH Material Handling div of Harmischteger Corporation 20 Tom Haggerty Service(s) of Debtor(s) Filing Officer COPY-ALPHABETICAL STANDARD FORM —	Description of financing statement is	Fig. Handling Ind
EPH Material Handling div of Harmischteger Corporation 20 Tom Haggerty Service(s) of Debtor(s) Filing Officer COPY-ALPHABETICAL STANDARD FORM —	Description of financing statement is	Fig. Handling Ind
EPH Material Handling div of Harmischieger Corporation - 20 Tom Hagerty Senture(s) of Debtor(s) FILING OFFICER COPY-ALPHABETICAL STANDARD FORM -	Description of financing statement is	Fig. Handling Ind
EPH Material Handling div of Harmischteger Corporation 20 Tom Hagerty Service(s) of Debtor(s) Filing Officer COPY-ALPHABETICAL STANDARD FORM -	Description of financing statement is	ture(s) of Sector Party(ins)
EPH Material Handling div of Harmischieger Corporation - 20 Tom Hagerty Senture(s) of Debtor(s) FILING OFFICER COPY-ALPHABETICAL STANDARD FORM -	Description of financing statement is	Fig. Handling Ind
EPH Material Handling div of Harmischteger Corporation 20 Tom Hagerty Service(s) of Debtor(s) Filing Officer COPY-ALPHABETICAL STANDARD FORM -	Description of financing statement is	ture(s) of Seared Party(ies)
EPH Material Handling div of Harmischieger Corporation - 20 Tom Hagerty Senture(s) of Debtor(s) FILING OFFICER COPY-ALPHABETICAL STANDARD FORM -	Description of financing statement is	Fig. Handling Ind
EPH Material Handling div of Harmischieger Corporation - 20 Tom Hagerty Senture(s) of Debtor(s) FILING OFFICER COPY-ALPHABETICAL STANDARD FORM -	Description of financing statement is	Fig. Handling Ind
EPH Material Handling div of Harmischieger Corporation - 20 Tom Hagerty Senture(s) of Debtor(s) FILING OFFICER COPY-ALPHABETICAL STANDARD FORM -	Description of financing statement is	Fig. Handling Ind
EPH Material Handling div of Harmischieger Corporation - 20 Tom Hagerty Senture(s) of Debtor(s) FILING OFFICER COPY-ALPHABETICAL STANDARD FORM -	Description of financing statement is	Flandling Ind
EPH Material Handling div of Harmischieger Corporation 20 Tom Hagerty Senture(s) of Debtor(s) FILING OFFICER COPY-ALPHABETICAL	Description of financing statement is	ture(s) of Seared Party(ies)

PLEASE TYPE OR PRINT LEGISLY	
PINANCINO STATEMENT "FORM UGC-1 STATE OF SOUTH CAROLINA OPPICE OF SECRETARY OF STATE JIM MILES	FOR OFFICE USC ONLY
Server FI Class Mante, Bries, America, Publishing Address)	
Simpsonville, so 19681	$\setminus \setminus \setminus$
PRODUCT OR CLASS DESIGN PROPERTY CONTINUES AND PROPERTY A	\
The Lift Secret Secretity Number (college):	NAME AND ADDRESS OF RESIDENCE PARTY
Better M (Las: Monte, Mira, passer, manter	ANN AROTE MI 48104
The (British provide Number (sprices))	Applement and Address.
COOK MANAGER HANGESTS. LLC	A STATE OF THE STA
20 30.00	To construct the control of the cont
to the debter a commencial of white to defined by \$30-0-1004 a.m.	Interpretation of the case Control
Signature of Secured Party is Stold of Debter is particulate when:	
Stationers was subject to a secondly inverte perfected by filing a financing	The being defined by ATEMENT The Research of Comments Cold To the Part of the Comments Cold To the Col
Debture (service has been exhibited to believe a monthly leaders a sential upper of Additional Floring or property or those a monthly leaders a sential upper of grococci (the \$36-5.506 (Alt)).  The Filing of the delicitation has topore the delicit's name, (despity or despitation structure has shoughed (for \$30.9-cate) and the sential file.	Rights and This of Secured Percy Rights are at Secured Percy/Applying of Military
A	
Countries of Contained:	
1- Telephone Eyetem per attanhed Se	Radule "A"
The same to for information and the	sections desprint to make the British Print of the Committee of the Commit
Return Astronomiadgement Copy to BENNY LEASING COMPANY SUPPLIES SON 46104	(i. Except for pre-paid season to take metales filting for in \$5.00.  2. Such suditional debate removed in the substitutes in \$2.00.  Indexing in feet such character in the substitutes \$2.00.  The Pre-Paid Sea of Research Assessment  Age! 6:
THE PROPERTY OF THE PARTY OF THE PARTY WEIGHT AND THE COME	4. UCT-16 miner be opposed 5. Signatures in Sleek ink only.  6. Forms make be opposited by a self-additional desirable involved
gra sturies e	PROFE OUPY-ALPHABETICAL
900425-05	

#### UCHRDULK "A" ERVIN LEASING COMPANY LEARE NO. 14142-40

Description

Telephone System:

J01832-FK 10 Line, 32 Station DSU-il

JM008 6 Analog Station Expansion Kit

DSU-il-5W01 Impace-DSU-il Software

63248 Impace SCS 34 Button Digital LCD Speakerphone

63134 Impace SCS 18 Button Digital LCD Speakerphone

6213M Impace SCS 18 Button Digital LCD Speakerphone

6213M Impace SCS 48 Button Digital LCD Speakerphone

1046X Impace SCS 48 Button Digital DSS/BLF Connoise

1046X Impace SCS 48 Button Digital DSS/BLF Connoise

1046X Impace SCS 48 Button Digital DSS/BLF Connoise

1046X Impace SCS 48 Button Digital DSS/BLF Connoise

1046X Impace SCS 48 Button Digital DSS/BLF Connoise

1046X Impace SCS 48 Button Digital DSS/BLF Connoise

1046X Impace SCS 48 Button Digital DSS/BLF Connoise

10504C-IV 4 Port Key Voice Small Office Voice w/Digital - 100 Book

10504C-IV 4 Port Key Voice Mail

10504C-IV 4 Port ScS UFB for Voice Mail

10504C-IV 4 Port ScS UFB for Voice Mail

10504C-IV 4 Port ScS UFB for Voice Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port ScS UFB for Voice Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Mail

10504C-IV 4 Port Ma

This Schodule "A" is attended to and a part of Ervin Leaning Company Lease No. 14142-60 and conditions a true and accurate description of the environment.

CMH Material Handling, LUC

and Ding Rose

			2	W		•
in Simalacting statement in			TATE OF MICHIG		FILING OFFICER	
is FINANCING STATEMENT is quant to the Michigan Unitaria Debtor(s) (Last Marro Pirst, II)	Commercial C	ode. (Please kiross(se)	Type All Information)	DO NOT	HAMBER AND FRANCE	_
PH Material Handling, Inc	Į.	R	39-1836621			
trees ;				_		
15 142nd Ave.	Stel	e   Zip Code		-{		
eyland bior(s) (Lest Name First, if indi	Mil Moture & Addre	49348			'D E.C.C. UNIT 03/97 9:00 AM	
	ţ				METARY OF STATE SING.ML D287951	
idreas ;	<u>,                                      </u>			4		
<u> </u>	Ste	e Zip Code		}		
· · · · · · · · · · · · · · · · · · ·	Same Augita	y and Addressing	Secured Party 6	E. No. of Appl Shopes	T & State Associate No.	_
n e, b, c, or d must be marked (b)  ( ) Collegions was already  (up to the searchy bitment in			H18498	7. (Merk (4) if appl	EC94UC	_
after 1988 when a sea brought startigen, or when the		ERVIN LEASING O		, , , , , , , , , , , , , , , , , , , ,	,	
star's localistic divergent to frigure.		SUITE 230 ANN ARBOR, MI	0	( ) Products of	colleteral are also covered.	
( ) Collection to proceeds of original collection in which o				( ) The debtor defined in t	s transmitting utility as ICLA 440.9106 (1)(a).	
netly represe was portrosed.  ( ) A province thing securing additional risk lapsed.	A MAN ACRESME	EDOLMENY COPY TO		E Asserting (F arry)	Sand Any I	<del>_</del>
er. Filing # ( ) The Sing severa estimated	1,	ERVIN LEASING (	COMPANY		<u> </u>	_
puired after 4 discreps in name refly, or comparing structure of	1	3300 WARHTENAY SUITE 23	0			
000 (MCLA 449.9409(2) & (73)	;	ANN ARBOR, MI	I 48104	1		
er. Fibre # ). This financing statement cove	ers the following	types (or llems) of pro	operty:			
quipment Location: , , 115 142nd Ave. Wayland				-1		
harp SF-2214 Copier Sys	iterr. 5,468	509600		}		
*		<b>.</b>		ŀ		
•		Ŧ		!		
	<b>.</b>					
_	1					
his filing is for information enly.	The equipmen	nt Jeecribed is subject	to Ervin Leasing Company	Lesse Agreement 2-8	\$115 <b>-8</b> 0.	
PH Material Handling, In			Ervin Leasi	ng Company		
granura(a) of Daharta)			- Iguardi e la	natus Personal de Assertación	of Micard	
leta E. Willinger es ATTO	RNEY-IN-FA	CT	Mcka E. Will	11/2 5:11	W.	
graduple Committee	Wing.	·	- Branch of la	-120( ) () () () () () () () () () () () ()	d Rasery	
YOU WISH THE ACIONOWLEDGE AEING IMPORMATION IN 175M 4.	BMENT COPY TO			l l		
		SECRETA	ARY OF STATE COP	Y	1178498	

is FEVANCING STATEMENT is provinced to the Michigan Uniform C			ype All information)		LING OFFICIER mber, and Filling Officer)	
story flat from Pag I related & All			See Secrety of Ter D 4	DO NOT W	THE IN THIS SPACE	, s
			th × 39 -03 3 44	30		
MATE MATE	mar	HANDUM		4		
15925 5	Tuefo	FO~				
15995 S Cosevieus	m			950'0	U.C.C. UNIT	
				<b>⊣</b>	i/o.a. 9:00 AM	
			<del></del>	SECRI LANS	TARY OF STATE	
				_		
<del></del>				_		
	-	70 000				
	2 September 7-19/70-	<u> </u>	Selected Forty #	S. No. of Add T Should	8. State Assence No.	
c. b. c. or of must be marked ( X ).  [ ] Collectoral was already					I128UC	
aject to the accurity interest in other state when it was brought	IKON OF	PICE SOLUTIO	ons	7. (Merk (X) if applicable		
		44TH ST SW APIDS MI 495	509	1	sterel are also povered.	
inigen; ( ) Colleteral is proceeds of	CAMED K	ng 100 ml 473	. • .	( ) The debtor is a defined in MCL	transmitting ushily as A 440.9105 (1)(o).	
original colleteral in which a sourtly interest was perfected:						
	A MAIL ACION	OWLEDGEMENT COP	Y TO:	in interest and the interest of the second	Secured Forty #	
ev. Filing # ): [ ] The filing covers collateral				-	<u> </u>	
guired after a change of name intity, or corporate structure of						
bior (MCLA 440.9402(2) & (7))				1		
rev. Filing #						
<del></del>	ba Anthewas = =					
This financing stutement covers t		pes (or nems) of propi	•···y.			
1- Ricolu 37/3	•	741	17851679	-		
S IS A TRUE LIASE	t. THE	FLING OF T	HIS UCC-1 IS I	FOR INFORMATION	IAL PURPOSES ONLY	·
U MATERIAL USANS	TNG THE		INON Q	OVERN	3_	
TH MATERIAL HANDL	1.00	•		ye was	-	
Just /le	Lear	2	_ <u>×</u> (	Control Court of the Court of t	and at Based	
gnature(s) of Debtor(s)				Sandred Party(les) or Assig L ORA, DEALER 1		
SUE MCLEAN - AD	MIN. AS	SIST	x			
ignature(s) of Debter(s) F YOLI WISH THE ACKNOWLED	_			Secured Party(les) or Assignanthe SECURED PART		E
OMPLETE MALING INFORMATI	ON IN ITEM 4.				552 MEGLE PRESE PLINT	
			are or State ! g Officer Coast			

Approved by The Secretary of State of Artions, Rev. 10/90 HORM	CCC-1 • Space below used by filing office+
SECRETIES STATE DEC 9 11 01 M '96	
•	946775   149 -
Return copy or recorded original to:	ARIZONA UNIFORM COMMERCIAL CODE
SANDY REINHOLTZ HARNISCHFEGER CORPORATION 315 W FOREST HILL AVENUE OAK CREEK, WI 53154	FINANCING STATEMENT — Form UCC-1 This FINANCING STATEMENT is presented for Island (recording) pursuant to the Arizona Uniform Commercial Code:
Debtor(s) (last name first and address):	2. Secured Party(ies) and address:
MORRIS MECHANICAL HANDLING, INC. 3:08 W THOMAS ROAD PROENIX, ARIZONA 85017	HARNISCHFEGZR CORPORATION 315 W FOREST BILL AVENUE OAK CREEK, WISCONSIN 53154
3 Name and Address of Assignee of Secured Party(les):	4. M It checked, products of cogateral are also covered.
	This Financing Statement covers the following types (or xems) of property:
If the collatural is crops, the crops are growing or to be grown on the following described real estate:	SEE ATTACHED
7 If the collateral is (a) goods which are or are to become fi oil and gas), or accounts resulting from the sale theret attaches upon extraction, the legal description of the re	ixtures: (b) timber to be out or (c) minerats or the like (including of at the wellhead or minehead to which the security interest rail estate concerned is:
	<u>17 -67 -98 (1) (51,4₩</u>
And, this Financing Statement is to be recorded in the of if the Debtor does not have an interest of record, the many control of the control of the many control of the many control of the many control of the many control of the con	Uttoe where a mortgage on signify real estatig wiguid be recorded
This Financing Statement is signed by the Secured Pasecurity interest in:	any instead of the debtor to perfect er-continue perfection of a
collateral already subject to a security interest in jurisdiction when it was brought into this state proceeds of collateral because of a change in type or use.	collateral as to which the triing has lapsed or will labse.  collateral acquired after a change of name, identity, or corporate structure of the Debtor.
MORRIS MECHANICAL HANDLING, INC.	luse Dated. NOVEMBER 22, 1996
DAVID D. SMITH, VICE PRESIDENT/CONTROLLER Wh	HARNISCHFEGER CORPORATION HARTIN DITKOF, ASS'T CORPORATE SECRETARY Discable:
SIGNATUREIS OF DESTORIS OR ASSIGNOR	SIGNATURE OF SECUPED PARTY OR ASSIGNEE

# HARNISCHFEGER CORPORATION SECURITY AGREEMENT

This Security Agreement ("Agreement") is entered into on November 22, 1996 among Harnischfeger Corporation, a Delaware corporation ("Secured Party") and Morris Mechanical Handling, Inc. d/b/a/ WPH Crane Services, located at 3077 Teagarden Street, San Leandro, California 94577("Debtor"). This Agreement incorporates, consolidates, amends and restates all previously existing Security Agreements between Secured Party and the Debtor.

Whereas, the Debtor desires to purchase, and the Secured Party desires to sell, certain products ("Products") and services ("Services") manufactured, marketed, or distributed by Secured Party; and

Whereas, the Debtor desires to purchase such Products and Services for resale to Debtor's customers; and

Whereas, to induce the Secured Party to sell Products and Services to the Debtor the Debtor agrees to secure the payment of its Obligations to the Secured Party by entering into the Agreement.

Now, therefore, the Parties agree as follows:

Section 1. <u>Definitions</u>. For purposes of the Agreement, the following terms shall be defined as set forth below:

- (A) "Debtor" shall mean the Debtor and all of its successors and assigns.
- (B) "Collateral" shall mean all of the following which are now owned or hereafter created or acquired by Debtor: (I) all inventories of new and used equipment in the possession of the Debtor or its agents, and parts and accessories for any of the foregoing, acquired by Debtor from the Secured Party and/or manufactured by the Secured Party; and (II) all proceeds of, accessions to, and products of any of the foregoing in whatever form, including, without limitation, accounts, contract rights, cash, checks, drafts and other instruments for the payment of money, chattel paper, security agreements and other documents.
- (C) "Default" shall mean the occurrence and continuation of any of the following: (I) the Debtor fails to pay any obligation when due, however, the non-payment of a validly disputed debt shall not be considered a Default; (II) the Debtor fails to keep, observe or perform any other covenant or obligation set forth in the Agreement or any other agreement to which Debtor and Secured Party are now or may hereafter become parties, whether or not others are also parties to said agreement, and such failure is not cured within 10 days of notice and request to cure; (III) a petition,

whether voluntary or involuntary, seeking the reorganization or liquidation of Debtor filed under any provision of any federal or state reorganization, insolvency, or debtor relief law, and, if involuntary, is not dismissed within 60 days after the filing; (IV) a receiver, liquidator or trustee is appointed for Debtor or a substantial part of its properties by a court order which remains in effect for more than 30 days; (V) Debtor becomes insolvent or ceases to conduct business as a going concern; (VI) a judgment is rendered or a lien is filed against Debtor which results in a lien against the Collateral and is not stayed or satisfied within 30 days thereafter; (VII) Debtor makes an assignment for the benefit of any of its creditors, admits in writing an inability to pay debts when they become due in the ordinary course of business, or consents to the appointment of a receiver, trustee, or liquidator for Debtor or for all or any part of its property; (VIII) Debtor sells or transfers all or substantially all of its property; or (IX) Debtor makes any material misrepresentation, orally or in writing, to Secured Party or any agent or employee of Secured Party.

- (D) "Obligations" shall mean any and all indebtedness and/or liabilities of Debtor to Secured Party, whether currently existing or later arising, whether due or to become due, whether direct or indirect, and whether absolute or contingent.
- Section 2. Grant of Security interest. To secure the payment of the Obligations, and for other good and valuable consideration, receipt of which the Debtor acknowledges, the Debtor piedges and assigns all of the Collateral to the Secured Party, and grants to the Secured Party a continuing security interest ("Security Interest") in any and all of the Collateral.
- Section 3. Continued Priority of Security Interest. The Security Interest shall at all times be a valid and perfected Security Interest enforceable against the Debtor and all third parties, securing, in accordance with the terms of this Agreement, payment and performance of the Obligations. The Collateral shall not at any time be subject to any tien or other security interest that is prior to, on a parity with, or junior to the Security Interest, other than as expressly consented to in writing by the Secured Party. All agreements which subordinated Secured Party's Security Interest, and which were entered into prior to this Agreement, are expressly revoked.
- Section 4. Representations, Warranties, Covenants, and Filings. The Debtor represents, warrants, covenants and agrees as follows:
- (A) That its correct name is Morris Mechanical Handling, Inc., that it does business under the additional following name(s): WPH Crane Services, and its Federal Employer Identification Number is 94-3203134. The Debtor agrees to provide to the Secured Party 15 days advance written notice should it change its name or do business under any other name(s).

- (8) That all of its actions under this Agreement do not conflict with, and are not prohibited by, any law, court order, or other agreement to which Debtor is a party.
- (C) That the inventory portion of the Collateral is, and shall continue to be, located at 3077 Teagarden Street, Almeda County, San Leandro, California 94577 and at 3108 W. Thomas Road, Maricopa County, Phoenix, Arizona 85017 and at 1315 Greg Street, Washoe County, Sparks, Nevada 89431, and at 2031 196th Street SW, Snohomish County, Lynnwood, Washington 98036 and that the Debtor shall provide to the Secured Party at least 15 days advance written notice should the Debtor move the location of the Collateral to any other location for purposes of warehousing, storage or consignment.
- (D) The Debtor shall, at its expense, perform all acts and execute all documents requested by the Secured Party at any time, and from time to time, to evidence, perfect, maintain and/or enforce the Secured Party's Security Interest in the Collateral or otherwise be useful to further the provisions or intent of this Security Agreement.
- (E) Upon the request of the Secured Party at any time, and from time to time, the Debtor shall, at its sole cost and expense, execute and deliver to the Secured party one or more financing statements pursuant to the Uniform Commercial Code as adopted by any state in which any of the Collateral is located to perfect the Security Interest, and the Debtor shall also execute and deliver to the Secured Party any other papers, documents or instruments requested by the Secured Party in connection with this Security Agreement. The Debtor expressly authorizes the Secured Party to execute and file at any time, or from time to time, one or more financing statements with respect to all or any part of the Collateral, signed only by the Secured Party, to perfect the Security Interest.
- The Debtor shall at all times bear all risk of loss of, damage to, and **(F)** destruction of the Collateral. The Debtor agrees to procure and maintain insurance during the life of this Agreement on the inventory portion of the Collateral for its full insurable value, including fire insurance with extended coverage or combined additional coverage, as appropriate, and collision, theit and/or vandalism and malicious mischief coverage, plus such other insurance as the Secured Party may specify from time to time, all in form and amount and with insurers satisfactory to Secured Party. The Debtor agrees to deliver promptly to Secured Party certificates or policies of insurance satisfactory to Secured Party, each with a loss payable endorsement naming the Secured Party or assigns as loss-payee as their interests may appear. Each policy shall provide that the Secured Party's interest will not be invalidated by the intentional acts, omissions or neglect of anyone other than the Secured Party, and will contain the insurer's agreement to give 30 days prior written notice to the Secured Party before

the cancellation of or any material change in the policy will be effective as to the Secured Party, regardless of whether such cancellation or change is at the direction of, the Debtor or its insurer. The Debtor assigns to the Secured Party all proceeds of such insurance, including allocable returned and unearned premiums, not to exceed the sum of all Obligations outstanding at the time. Debtor directs all insurers to pay such proceeds directly to Secured Party. Debtor appoints Secured Party its attorney-infact to endorse all remittances.

- (G) Debtor shall, upon the request of the Secured Party, take all actions necessary or proper, in the reasonable opinion of the Secured Party, to carry out and/or effectuate the provisions and/or the intent of this Agreement.
- (H) The Debtor shall, with respect to all Collateral:
  - (i) at all times be the sole owner of each and every item of Collateral;
  - (ii) defend the Secured Party's Security Interest and the Debtor's title to the Collateral at its own expense;
  - (iii) at all times keep accurate and complete records of the Collateral, and permit the Secured Creditor to call at the Debtor's place or places of business at any time, and from time to time, during reasonable business hours, and without hindrance or delay, to inspect the Collateral and to inspect, audit, check and make extracts from and copies of the books, records, journals, orders, receipts and correspondence which relate to the Collateral, other transactions between the parties, or the general financial condition of the Debtor; and
  - (iv) maintain the inventory portion of the Collateral in good condition and exercise proper custody over all such property.

Section 5. Event of Default. If there shall occur any Default, the Secured Party may do any or all of the following:

(A) The Secured Party may after 5 days written notice to Debtor of the Default declare at any time any or all of the Obligations to be immediately due and payable. Upon the giving of such notice, the Secured Party shall have all of the rights and remedies set forth in this Agreement (to the extent permitted by applicable law) in addition to all rights and remedies of a Secured Party under the UCC. All such rights and remedies are cumulative, not exclusive, and shall be enforceable alternatively, successively and/or concurrently. The Secured Party's failure to declare any or all

Obligations immediately payable after the 5 day notice period does not waive or limit the Secured Party's right to later declare the Obligation immediately payable during the ongoing event of Default.

- (B) The Secured Party may, without affecting its other rights and remedies, take possession without notice to Debtor of any or all of the Collateral and exercise dominion and control thereof. addition, the Secured Party may at any time, and from time to time, sell, resell, lease, assign, deliver and/or grant options for or otherwise dispose of any or all of the Collateral at public or private sale or in judicial proceedings or otherwise, by one or more contracts, at the same or different times, with or without having the Collateral at the place of sale or other disposition, for cash and/or credit, and upon any terms, at such places and times and to such persons, firms or corporations as Secured Party deems best, all without demand for performance or any notice or advertisement whatsoever, except that where an applicable statute requires reasonable notice of sale or other disposition. Debtor agrees that the sending of twenty (20) days notice certified mail, return receipt requested, postage prepaid, to the principal place of business of Debtor of the place and time of any public sale or of the time during which any private sale or other intended disposition is to be make. shall be deemed reasonable notice. If any of the Collateral is sold by Secured Party upon credit or for future delivery, Secured Party shall not be liable for the failure of the purchaser to pay for same. and in such event Secured Party may reselt such Collateral. At its option, the Secured Party may purchase the inventory portion of the Collateral at the price which the Debtor paid for the inventory minus a 15% restocking fee. Secured Party may apply the cash proceeds actually received from any sale or other disposition to the reasonable expenses of holding, selling, leasing and the like, to reasonable attorneys' fees and disbursements, and all legal, travel and other expenses which may be incurred by Secured Party in attempting to collect the Obligations or enforce this Security Agreement or in the prosecution of any action or proceeding related to the subject matter of this Security Agreement; and then to the Obligations in such order and as to principal and interest as Secured Party may desire; and the balance, if any, after payment in full of all Obligation, shall be paid to Debtor as its interests may appear, subject to any duty of Secured Party imposed by law to the holder of any subordinate security interest in the Collateral known to Secured Party.
- (C) Debtor hereby waives any right it may have to require or request Secured Party to proceed against any Collateral or to proceed against any other security Secured Party may hold, and hereby waives any right it may have to require or request Secured Party to

REEL: 010676 FRAME: 0132

**PATENT** 

pursue any other remedy for the benefit of Debtor and agrees that the Secured Party may proceed against Debtor for the full amount of any and all of the Obligations without taking any actions against any other party and without selling or otherwise proceeding against or applying any security Secured Party may hold, including, but not limited to, the Collateral.

- (D) Debtor agrees that no course of prior dealing by the Secured Party shall waive any of Secured Party's rights to act in declaring Obligations immediately due, taking possession of Collateral, not marshaling other assets, or any other actions allowed by this Security Agreement or other agreements entered into between the Debtor and the Secured Party.
- Section 6. Attorneys in- Fact. To effectuate the terms and provisions of this Agreement, the Debtor designates and appoints the Secured Party and its designees or agents its attorneys-in-fact of Debtor; irrevocably and with power of substitution, with authority at any time to sign the name of Debtor on any financing or other statements under the UCC covering the Collateral, and at any time upon the occurrence of a Default and from time to time thereafter during the continuation of such Default, in each case with respect only to the Collateral; with authority to endorse the name of Debtor on any notes, acceptances, checks, drafts, money orders, instruments, or other evidences of payment constituting proceeds of the Collateral that may come into Secured Party's possession; to sign the name of Debtor on any Invoices, documents, drafts against and notices to account debtors or obligors of Debtor, to execute proofs of claim and loss; to execute any endorsements; assignments or other instruments of conveyance or transfer, to adjust and compromise any claims under insurance policies; to execute releases; and to do all other acts and things reasonably necessary and advisable to carry out and enforce this Agreement. All acts of said attorney or designee are hereby ratified and approved, and said attorney or designee shall not be liable for any acts of commission or omission, nor for any error of judgment or mistake of fact or law, being liable only for its own willful misconduct or gross negligence. This power of attorney, being coupled with an interest, is irrevocable while any of the Obligations remain unpaid.
- Section 7. <u>Waiver</u>. No single or partial waiver by the Secured Party of any Default or right or remedy which it may have shall operate as a waiver of any other Default, right or remedy. Debtor waives presentment, notice of dishonor and protest of all instruments included in or evidencing any of the Obligations or the Collateral, and any and all other notices and demands whatsoever (except as expressly provided in this Agreement or required by law).

Section 8. Attorney Fees and Expenses. The Debtor agrees to pay, on demand, all out-of-pocket expenses (and reasonable in-house legal fees) incurred by Secured Party in connection with the enforcement of this Security Agreement, the Obligations, and the transactions contemplated hereunder and thereunder,

including, but not limited to, the fees and expenses of counsel to Secured Party. The Debtor also agrees to reimburse the Secured Party for all attorney fees and costs reasonably required to enforce this Agreement or incurred in enforcing the Security Interest against the Debtor.

#### Section 9. Miscellaneous.

- (A) The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of any other term or provision within this Agreement.
- (B) This Agreement shall be governed by and construed in accordance with the internal laws of the State of South Carolina. All terms shall have the meanings as defined in the UCC as adopted by Wisconsin.
- (C) The Debtor and the Secured Party agree that any dispute under this Agreement may only be resolved amicably by the parties, in a dispute resolution format agreed to by both parties, or by a lawsuit in a court, (federal or state) located in the state of Wisconsin.
- (D) No provision or term of this Agreement may be modified, altered or limited except by a written document which expressly refers to this Security Agreement and which is executed by the party to be charged.
- (E) This Agreement shall be binding upon the respective heirs, executors, administrators, successors or assigns of the Debtor and shall, together with the rights and remedies of Secured Party, inure to the benefit of Secured Party, its successors, endorsees and assigns.
- (F) In the event that Debtor pays off all Obligations to Secured Party, and the Debtor does not intend to incur any new Obligations in the future, the Secured Party agrees to file a termination statement for all financing statements filed on its behalf to perfect the Security Interest.
- (G) Headings In this Agreement are for purposes of convenience only, and the Parties agree that headings do not expand, modify, or limit the language of any provision.

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed and delivered this Agreement on the date set forth above.

By:\_

DEBTOR

SECURED PARTY

Morris Mechanical Handling, inc

Hamischfeger Corporation

David D. Smith

Martin Ditkof

Title: Vice President and Controller

Title: Assistant Corporate Secretary

No FRANCISCO S	TATEMENT as proported for the	ng and will remain effec	ave, with cort	<b></b> 4 :	coptions, for five years ha	on the date of hite
	9403 of the California Uniform	Commercia Com.				10 (10 m)
<del>-</del>	epical Handling. Inc.	dhe UDA Cress &			14	
	196	TAR MEN CERNING OF	76			)16 <del></del>
MSS Tress	rden Street 19700 10 mm 440 and rept-0		Jan I	-8614	iro, California	94577
					3 A COURT OF SHAPE	-
	186		<b>35 mm</b> e	***		20
	MARKS OF STYLES				3A 100000 101 to	
SECURED PART	· -				4A 6644 104417	ed Richard had all Imp 4 9 4 Ep
	Benk of the Hest P. O. Ben 8182				94-0475440	•
	Valuat Creek men	California		-	94596	
<b>AGGPT-101 67 (</b>	SECURIO MATE				TA THE PARTY OF THE PARTY	
467				-		
This Physician	A STATEMENT covers the fellow when mealing by budyanism Q.	ring types or Peirs of Pf	aporty finales	9 4994	miritian of real property o	n which incurred o
See Attach	ed Schodule "A"					
		(75 GESYSTED GISH	TUST EST DE	र्गाल र (	S IN ACCOMBANCE WITH	
FIRE	A E MARIONALISM	100 7500271001 6	<b></b>	](2)	<b>—</b>	
538	OCOTOCISA TRANS	mitime utility— in acce	MBAHCE WITH	uce (	9000 Ri to	
0111		B46 1	0/20/95	1	IA. THE PACE FOR USE O	FILMS OFFICER
XYOM	ylus/	•			AND FILMS OFFICER	
Managara and	hantani Maraktan "			出		
	chanical Hendling, Inc rana Services	•		<b>5</b> •	953176	0743
	H (44474)			•		
· /6	har			•		
<i>[ii]</i>				1.1		
Seek of t	he West		- 43	1		
			49	•	10101-01-01-01-01-01-01-01-01-01-01-01-0	
A COMPANY	er eneurité restronç		4	<b>1°</b> 1		
	<del>76-0000-</del> 022-		_ 1;	,		
	P6-0000-022-	•	7	1	FILE	
	P6-0000-022- Bank of the West Equipment Leasing Desi	•	73.5	,	SACRANEIN	ro, ca
	P6-0000-022-	·		,	3ACRAIEII 1101 09, 195 11-9-55	TO CR

### SYSTEM ITEMIZATION

- 1 Modular Integrated Communications Systems (Modular ICS) W/Power Supply
- LS/DS Analog Trunk Cartridge
- Modular ICS Release 1/T1 Software (Trilingual/English)
- DID
- 1 Modular ICS Piber 6-Port Expansion Cartridge
- Fiber Trunk Module
- Piber Station Module (16 Station Ports)
- Surge Protector
- M7324 24 Button, 3-Softkeys v/Display & Speakerphone (Black) 1
- M7310 10-Button, 3-Softkeys w/Display & Speakerphone (Black) 37
- Busy Lemp Pield-LCD Indicator (Black)
- Rey Lamp Module DSS/BLF Add-on Module for M7324 Telephone (Black) 1
- 1 StarTalk Voice Mail Model 8 # Port/12 Hour
- 1 Power Bar (4 Outlet)

MORRIS MECHANICAL HANDLING, INC. DEA WPH CRAME SERVICES

DATE

OPTIONS AT END OF LEASE TERM

alvo (12) Manda si da

10 n Marthy Lea

t to Flad Core

This Fi	MANCHES STATEMENT to present years from the date of hing pure	and for hims and will rom ment to ecclion \$403 of	ain effecti the Califor	740 W	sh certai kvilomi (	in exceptions for a Commercial Code.	period
-	MARICAL HANDLING, INC.					-	
19. WAR WE APPR			1e an	***		94-3203134	<del></del>
3077 TEAGAI	LDEN STREET					LIFORNIA	94577
E. ABBITIONAL DE	100 100 14051 1 FULL GVINS SAME.	-17 24 1491719444 )			, <u>, , , , , , , , , , , , , , , , , , </u>	SA DOCHE MENON	
25 HAILING A 001	TESS		BE ent.	6144			28 HP 1901
3 940100 9 7944			<u> </u>				
WITH CRANE	erky i CES					94-3203134	
4. MELVER PARTY				-		4A Min Mermir	
	HARNISCHFEGER CORPORAT					MO MOR 1944MA	1904 0 4 00
	- 315 W FOREST HILL AVE					39-0334430	1
U. Addidates of st		ISCONSIN		-	53154	2:	
•						TA MAN MERCHE O	- Kelen 118 m
01-A (**** A (****)	<b>-</b>						
4177	- STATE		100	C000		1	
	to STATEMENT every the follow every and record when requi	ing types or home of pro-	suriy (beci	-de	descrip	tion of root pro	porty on which
	SEE ATTACKED	and the second s					
7. cartes X	7A. N. M. M. OF COLLARENA	70. ocoron (e) ocoron (e) (e) (e) (e)	760, 21	n:ue:		CONDINCE WITH	<del></del>
<u> </u>						<del></del>	
a meet X	DESTRUCTION OF A STRAIGHT	HTTHE WILITY' IN ACCOR	BAHES WIT	M UC	a 1,0100	(;1 ( <b>=</b> )	
D. SOUNTINE (0) OF BEE	Production .	ente: []/2	2/96		to. The	A THE SHARE	THURS OFFICER
MORRES NECHA D/B/A MPR C	BIGAL MANDLING, INC. BANE SERVICES BANE SERVICES	M. V.P. AND CONTRO	LLER		9	63416033	33
				_	212		ente
	人 シャイ		· ;	3			
THE PARTY OF THE	Marie 64 5771504			4		~~~~~	
				3			
	AL OF MICHIGA PARTLUSES			_[			
11. Refers copy for			.I.				
			- 7	7			J 195 6
MARK   "	MBY REIMMOLTZ	7	j.	•		FILED	
TIA.	MUY KAIRNOLIZ MUISCHFEGER CORPORATION	l	ļ			INCPRINCIITO, C	
11	5 W FOREST HILL AVENUE		l	Ĭ	DCC		0000
STATE OA	K CRPER, VI 53154			•	1 -	-5-96 BILL JOHES PETAP: OF ST	AIE

ronn ucc.) -- Approved by the ferrotory of Store

**PATENT** 

**REEL: 010676 FRAME: 0138** 

## HARNISCHFEGER CORPORATION SECURITY AGREEMENT

This Security Agreement ("Agreement") is entered into on November 22, 1996 among Harnischleger Corporation, a Delaware corporation ("Secured Party") and Morris Mechanical Handling, Inc. d/b/a/ WPH Crane Services, located at 3077 Tengarden Street, San Leandro, California 94577("Debtor"). This Agreement incorporates, consolidates, amends and restates all previously existing Security Agreements between Secured Party and the Debtor.

Whereas, the Debtor desires to purchaso, and the Secured Party desires to sell, certain products ("Products") and services ("Services") manufactured, marketed, or distributed by Secured Party; and

Whereas, the Debtor desires to purchase such Products and Services for resale to Debtor's customers; and

Whereas, to induce the Secured Party to sell Products and Services to the Debtor the Debtor agrees to secure the payment of its Obligations to the Secured Party by entering into the Agreement.

Now, therefore, the Parties agree as follows:

Section 1. <u>Definitions</u>. For purposes of the Agreement, the following terms shall be defined as set forth below:

- (/i) Debtor shall mean the Debtor and all of its successors and assigns.
- (B) "Collatoral" shall mean all of the following which are now owned or hereafter created or acquired by Debtor: (I) all inventories of new and used equipment in the possession of the Debtor or its agents, and parts and accessories for any of the foregoing, acquired by Debtor from the Secured Party and/or manufactured by the Secured Party; and (II) all proceeds of, accessions to, and products of any of the foregoing in whatever form, including, without limitation, accounts, contract rights, cash, checks, drafts and other instruments for the payment of money, chattel paper, security agreements and other documents.
- (C) <u>"Default"</u> shall mean the occurrence and continuation of any of the following: (I) the Debtor falls to pay any obligation when due, however, the non-payment of a validly disputed debt shall not be considered a Default; (II) the Debtor falls to keep, observe or perform any other covenant or obligation set forth in the Agreement or any other agreement to which Debtor and Secured Party are now or may hereafter become parties, whether or not others are also parties to said agreement, and such failure is not cured within 10 days of notice and request to cure; (III) a petition,

PATENT

**REEL: 010676 FRAME: 0139** 

whether voluntary or involuntary, secking the reorganization or liquidation of Debtor filed under any provision of any federal or state reorganization. insolvency, or debtor relief law, and, if involuntary, is not dismissed within 60 days after the filing; (IV) a receiver, figuidator or trustee is appointed for Debtor or a substantial part of its properties by a court order which ramains in effect for more than 30 days; (V) Debtor becomes insolvent or ceases to conduct business as a going concern; (VI) a judnment is rendered or a lien is filed against Debtor which results in a lien against the Collateral and is not stayed or satisfied within 30 days thereafter; (VII) Debtor makes an assignment for the benefit of any of its creditors, admits In writing an inability to pay debts when they become due in the ordinary course of business, or consents to the appointment of a receiver, trustee, or liquidator for Debtor or for all or any part of its property; (VIII) Debtor sells or transfers all or substantially all of its property; or (IX) Debtor makes any material misrepresentation, orally or in writing, to Secured Party or any agent or employee of Secured Party.

- (D) "Obligations" shall mean any and all indebtedness and/or liabilities of Debtor to Secured Party, whether currently existing or later arising, whether due or to become due, whether direct or indirect, and whether absolute or contingent.
- Section 2. <u>Grant of Security Interest</u>. To secure the payment of the Obligations, and for other good and valuable consideration, receipt of which the Debtor actenowledges, the Debtor piedges and assigns all of the Collateral to the Secured Party, and grants to the Secured Party a continuing security interest ("Security Interest") in any and all of the Collateral.
- Section 3. Continued Priority of Security Interest. The Security Interest shall at all times be a valid and perfected Security Interest enforceable against the Debtor and all third parties, securing, in accordance with the terms of this Agreement, payment and performance of the Obligations. The Collateral shall not at any time be subject to any lien or other security interest that is prior to, on a parity with, or jurnior to the Security Interest, other than as expressly consented to in writing by the Secured Party. All agreements which subordinated Secured Party's Security Interest, and which were entered into prior to this Agreement, are expressly revoked.
- Section 4. Representations, Warranties, Covenants, and Fillings. The Debtor represents, warrants, covenants and agrees as follows:
- (A) That its correct name is Morris Mechanical Handling, Inc., that it does business under the additional following name(s): WPH Crane Services, and its Federal Employer Identification Number is 94-3203134. The Debtor agrees to provide to the Secured Party 15 days advance written notice should it change its name or do business under any other name(s).

- (B) That all of its actions under this Agreement do not conflict with, and are not prohibited by, any law, court order, or other agreement to which Debtor is a party.
- (C) That the inventory portion of the Collateral is, and shall continue to be, located at 3077 Teagarden Street, Almeda County, San Leandro, California 94577 and at 3108 W. Thomas Road, Maricopa County, Phoenix, Arizona 85017 and at 1315 Greg Street, Washoe County, Sparks, Novada 89431, and at 2031 198th Street SW, Snohomish County, Lynnwood, Washington 98036 and that the Debtor shall provide to the Secured Party at least 15 days advance written notice should the Debtor move the location of the Collateral to any other location for purposes of warehousing, storage or consignment.
- (D) The Debtor shell, at its expense, perform all acts and execute all documents requested by the Secured Party at any time, and from time to time, to evidence, perfect, maintain and/or enforce the Secured Party's Security Interest in the Collateral or otherwise be useful to further the provisions or intent of this Security Agreement.
- (E) Upon the request of the Secured Perty at any time, and from time to time, the Debtor shall, at its sole cost and expense, execute and deliver to the Secured party one or more financing statements pursuant to the Uniform Commercial Code as adopted by any state in which any of the Collateral is located to perfect the Security Interest, and the Debtor shall also execute and deliver to the Secured Party any other papers, documents or instruments requested by the Secured Party in connection with this Security Agreement. The Debtor expressly authorizes the Secured Party to execute and file at any time, or from time to time, one or more financing statements with respect to all or any part of the Collateral, eighed only by the Secured Party, to perfect the Security Interest.
- **(F)** The Debtor shall at all times boar all risk of loss of, damage to, and destruction of the Colleteral. The Debtor agrees to procure and maintain Insurance during the life of this Agreement on the inventory portion of the Collateral for its full insurable value, including fire insurance with extended coverage or combined additional coverage, as appropriate, and collision, that and/or vandalism and malicious mischief coverage, plus such other insurance as the Secured Party may specify from time to time, all in form and amount and with insurers satisfactory to Secured Party. The Debtor agrees to deliver prompily to Secured Party certificates or policies of insurance satisfactory to Secured Party, each with a loss payable endorsoment naming the Secured Party or assigns as loss-payee as their interests may appear. Each policy shall provide that the Secured Party's interest will not be invalidated by the intentional acts, omissions or neglect of anyone other than the Secured Party, and will contain the insurer's agreement to give 30 days prior written notice to the Secured Party before

the concellation of or any material change in the policy will be effective as to the Secured Party, regardless of whether such cancellation or change is at the direction of, the Debtor or its insurer. The Debtor assigns to the Secured Party all proceeds of such insurance, including allocable returned and unearned premiums, not to exceed the sum of all Obligations outstanding at the time. Debtor directs all insurers to pay such proceeds directly to Secured Party. Debtor appoints Secured Party its attorney-infact to endorse all remittances.

- (G) Debtor shall, upon the request of the Secured Party, take all actions necessary or proper, in the reasonable opinion of the Secured Party, to carry out and/or effectuate the provisions and/or the intent of this Agreement.
- (H) The Debtor shall, with respect to all Collateral:
  - (i) at all times be the sole owner of each and every item of Collateral:
  - (ii) defend the Secured Party's Security Interest and the Deblor's tille to the Collateral at its own expense;
  - (iii) at all times keep accurate and complete records of the Collateral, and permit the Secured Creditor to call at the Debtor's place or places of business at any time, and from time to time, during reasonable business hours, and without hindrance or delay, to inspect the Collateral and to inspect, audit, check and make extracts from and copies of the books, records, journals, orders, receipts and correspondence which relate to the Collateral, other transactions between the parties, or the general financial condition of the Debtor; and
  - (iv) maintain the inventory portion of the Collateral in good condition and exercise proper custody over all such property.

Section 5. Event of Default. If there shall occur any Default, the Secured Party may do any or all of the following:

(A) The Secured Party may after 5 days written notice to Debtor of the Default declare at any time any or all of the Obligations to be immediately due and payable. Upon the giving of such notice, the Secured Party shall have all of the rights and remedies sot forth in this Agreement (to the extent permitted by applicable law) in addition to all rights and remedies of a Secured Party under the UCC. All such rights and remedies are cumulative, not exclusive, and shall be enforceable alternatively, successively and/or concurrently. The Secured Party's failure to declare any or all

PATENT

9634160333

Obligations immediately payable after the 5 day notice period does not waive or limit the Secured Party's right to later doclare the Obligation Immediately payable during the ongoing event of Default.

- **(B)** The Secured Party may, without affecting its other rights and remedies, take possession without notice to Debtor of any or all of the Collateral and exercise dominion and control thereof. addition, the Secured Party may at any time, and from time to time, self, reself, lease, assign, deliver and/or grant options for or otherwise dispose of any or all of the Collateral at public or private sale or in judicial proceedings or otherwise, by one or more contracts, at the same or different times, with or without having the Collateral at the place of sale or other disposition, for cash and/or credit, and upon any terms, at such places and times and to such persons, firms or corporations as Secured Party deems best, all without demand for performance or any notice or advertisement whatsoever, except that where an applicable statute requires reasonable notice of sale or other disposition. Debtor agrees that the sanding of twenty (20) days notice certified mail, return receipt requested, postage prepaid, to the principal place of business of Debtor of the place and time of any public sale or of the time during which any private sale or other intended disposition is to be make, shall be deemed reasonable notice. If any of the Collatoral is sold by Secured Party upon credit or for future delivery. Secured Party shall not be liable for the failure of the nurchaser to pay for same. and in such event Secured Party may reself such Collateral. At its option, the Secured Party may purchase the inventory portion of the Collateral at the price which the Deblor paid for the inventory minus a 15% restocking fee. Secured Party may apply the cash proceeds actually received from any sale or other disposition to the reasonable expenses of holding, selling, leasing and the like, to reasonable attorneys' less and disbursements, and all legal, travel and other expenses which may be incurred by Secured Party in attempting to collect the Obligations or enforce this Security Agreement or in the prosecution of any action or proceeding related to the subject matter of this Security Agreement; and then to the Obligations in such order and as to principal and interest as Secured Party may desire; and the balance, if any, after payment in full of all Obligation, shall be paid to Debtor as its interests may appear, subject to any duty of Secured Party Imposed by law to the holder of any subordinate security interest in the Collateral known to Sucured Party.
- (C) Debtor hereby waives any right it may have to require or request Secured Party to proceed against any Collateral or to proceed against any other security Secured Party may hold, and hereby waives any right it may have to require or request Secured Party to

**PATENT** 

REEL: 010676 FRAME: 0143

9634160333

pursue any other remedy for the bonefit of Debtor and agrees that the Secured Party may proceed against Debtor for the full amount of any and all of the Obligations without taking any actions against any other party and without selling or otherwise proceeding against or applying any security Secured Party may hold, including, but not limited to, the Collatoral.

- (D) Debtor agrees that no course of prior dealing by the Secured Party shall waive any of Secured Party's rights to act in declaring Obligations immediately due, taking possession of Collateral, not marshalling other assets, or any other actions allowed by this Security Agreement or other agreements entered into between the Debtor and the Secured Party.
- Section 6. Attorneys in- Fact. To effectuate the terms and provisions of this Agreement, the Debtor designates and appoints the Secured Party and its designees or agents its attorneys-in-fact of Debtor; irrevocably and with power of substitution, with authority at any time to sign the name of Debter on any financing or other statements under the UCC covering the Collateral, and at any time upon the occurrence of a Default and from time to time thereafter during the continuation of such Default, in each case with respect only to the Colleteral; with authority to endorse the name of Deblor on any notes, acceptances, checks, drafts, money orders, instruments, or other evidences of payment constituting proceeds of the Colletoral that may come into Secured Party's possession; to sign the name of Debtor on any Involces, documents, drafts against and notices to account debtors or obligors of Debtor; to execute proofs of claim and lose; to execute any endorsements; assignments or other instruments of conveyance or transfer; to adjust and compromise any claims under insurance policies; to execute releases; and to do all other acts and things reasonably necessary and advisable to carry out and enforce this Agreement. All acts of said attorney or designee are hereby ratified and approved, and said attorney or designee shall not be liable for any acts of commission or omission, nor for any error of judgment or inistake of fact or law, being liable only for its own willful misconduct or gross negligence. This power of attorney, being coupled with an interest, is irrevocable while any of the Obligations remain unpaid.
- Section 7. Weiver. No single or partial waiver by the Secured Party of any Default or right or remedy which it may have shall operate as a waiver of any other Default, right or remedy. Debtor waives presentment, notice of dishonor and protect of all instruments included in or evidencing any of the Obligations or the Collaboral, and any and all other notices and demands whatsoever (except as expressly provided in this Agreement or required by law).
- Section 8. Attorney Fees and Expenses. The Debtor agrees to pay, on demand, all out-of-pocket expenses (and reasonable in-house legal fees) incurred by Secured Party in connection with the enforcement of this Security Agreement, the Obligations, and the transactions contemplated hereunder and thereunder.

Including, but not limited to, the fees and expenses of counsel to Secured Party. The Debtor also agrees to reimburse the Secured Party for all attorney fees and costs reasonably required to enforce this Agreement or incurred in enforcing the Security interest against the Debtor.

## Section 9. Miscellaneous.

- (A) The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of any other term or provision within this Agreement.
- (B) This Agreement shall be governed by and construed in accordance with the Internal laws of the State of South Carolina. All terms shall have the meanings as defined in the UCC as adopted by Wisconsin.
- (C) The Debtor and the Secured Party agree that any dispute under this Agreement may only be resolved amicably by the parties, in a dispute resolution format agreed to by both parties, or by a lawsuit in a court, (ferieral or state) located in the state of Wisconsin.
- (D) No provision or term of this Agreement may be modified, altered or limited except by a written document which expressly refers to this Security Agreement and which is executed by the party to be charged.
- (E) This Agreement shall be binding upon the respective heirs, executors, administrators, successors or assigns of the Debtor and shall, together with the rights and remedies of Secured Party, inure to the benefit of Secured Party, its successors, endorsees and assigns.
- (F) In the event that Debtor pays off all Obligations to Secured Party, and the Debtor does not intend to incur any new Obligations in the future, the Secured Party agrees to file a termination statement for all financing statements filed on its behalf to perfect the Security Interest.
- (G) Headings in this Agreement are for purposes of convenience only, and the Parties agree that headings do not expand, modify, or limit the language of any provision.

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed and delivered this Agreement on the date set forth above.

DEBTOR

SECURED PARTY

Morris Mechanical Handling, Inc.

Hamlechleger Corporation

David D. Smith

Martin Diffro

Title: Vice President and Controller

Title: Assistant Corporate Secretary

963416033

				<del>-</del>	
		997	286	<b>733</b>	9
	!				
FRANCING STATEMENT - FOLLOW OUR TRUCTIONS CA	AND LY	,			
The Pleasury Selection is presented to they proved to the University Colorest and not represent the first provided to the Colorest and not represent the first provided to the Colorest transfer of the colorest transfer of	med Code				
A. MANE & TR. 4 OF CONTACT AT FREE IMPROVED. 8. FREE OFTIC	Z ACCT. # Impliered				
	0-795-9			الانت	rhë
C. 10 FURN COPY TO - Steam and Marking Address:					
RJMS CORP DBA TOYOTA MATERIAL	·				
HANDLING MORTHERN CALIFORNIA			FILED		
21053 ALEXANDER COURT	l l	94	CRAMENT		
HAYWARD, CA 94545		-	2, 1990		66
Í 1	1 1		BILL JO		
			ETHRY O		t
D. OPPRING DESCRIPTION IN ADMINISTRAL   LESSON FRONT   COMMUNICATION   DESCRIPTION SEASON PUBLIC LEGAL MAINE - import publy and distance nation					
Section 2 and 5	<del></del>				<del></del>
Morris Mechanical Handling Inc					
TO REMOUNT ELAST WANT	PRIST NAME	-			RUTTER
To MAARIA ACCRESS	CITY	STATE	COUNTRY	أسيي	
3077 Teagarden Street	San Leandro	CA	USA	945	
	M. ROTHY & WATE	L	Y 3 046 446		
ABOTE DES PE	GREAMPATION	)			None
Z. ACCUTIONAL DESTOR'S ELACT PULL LEGAL MAME - moort only on					
3. DITRYS NAME					
25. DIGWEDAL'S LAST HAME	PIPET MAKE	MOGEL H	MAG.	[	BUTTA
A MARIE ADDRESS	GSV	BTASE	COUNTRY	POSTAL CO	DOL
		]	i ,		
MESS OFFICE OFFICE AND THE STATE OF ENTITY	M ENTITY'S STATE OR COUNTRY OF	79. (MTM	Y'S ORCANEZ	ATIONAL IS	00,000
	OFBANIZATION	t			LINE
3 SECURED PARTY'S IONGRAL SPORTS TOTAL ASSIGNED EXACT P	ULL LEGAL MALE - meet only one secur	ed party n	eme 13e er :	<b>D</b>	
TMCC Equipment Finance MS R3	07				
OR 35 PROMEDIAL SLUST NAME	PRET NAME	Perceut i			NAME .
	_	l		- }	
3: MAQUIE ACOPE 36	CITY	STATE	COUP.78V	POSTAL CI	
P O Box 3457	Torrance	CA	USA	905	10-3457
4. The FRANCING STATEMENT owners the fellowing house or dams of property.					
THIS FINANCING STATEMENT IS THE SECURED PARTY IS THE OWN One (1) New Toyota Forkl	ER OF THE DESCRIBED	PROF		LY.	
5000# Capacity, 189 FSV					
S/N: 77601	,				
MAS IN PROPERTY OF SAME IS SHOWN ASSESS A STATE AND ASSESSED.	il of the Debhar to parties a patenty respect later when I was brought one that death, or street	~	7. P rest in f	- (7)	r end
A manufacture of the same of t	the state of the s		CHA SIASI		
	Fig.	-	a rie MAL		20104
- WE -			MEST HEATON	CIMPIC!	id september
Morris Mechanical Handling Inc DRA	Morris Matarial	ROKAL PE M	B [].w ∞	Ta	. Dane 2
11) PLING OFFICER COPY NATIGNAL FRANCING STATEMENT &					rejected, law.
ENI-LINE CONTROL CONT PRICHES BANKING BANKENS BENEVAL	<u> </u>				Marie 10 Sine 746 Sine 600 Miles Lair 1993

## Annex B

Correct Legal Name of Credit Party	Tax ID	<u>Locations</u>
Birmingham Crane & Hoist, Inc.	63-0932648	Chief Executive Office
		25 West Park Circle
		Birmingham, AL 35211
		(Jefferson County)
		Location with books and records
		315 West Forest Hill Avenue
	1	Oak Creek, WI 53154
		(Milwaukee County)
		Other
		1580 Warsaw Road, Suite 205
		Roswell, GA 30076-1532
		(Fulton County)
		107 Music City Circle, Suite 311
	]	Nashville, TN 37214
		(Davidson County)
·		239 Distribution Drive
	-	Birmingham, AL 35209
		(Jefferson County)
		303 Greer Drive
	İ	Mauldin, SC 29662
		(Greenville County)
		4732 Lebanon Road
		Charlotte, NC 28227
		(Mecklenburg County)
		1901 Industrial Blvd. #B
		Harvey, LA 70058
		(Jefferson Parish)
		2018 Handley Drive
	ŀ	2918 Huntley Drive
		Memphis, TN 38132
	1	(Shelby County)

#303848 v3

Correct Legal Name of Credit Party	Tax ID	Locations
EPH Material Handling, LLC Philadelphia Tramrail (dba)	39-1836620	Chief Executive Office 290 Executive Drive Cranberry Township, PA 16066-6417 (Butler County)  Location with books and records 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County)  Other places of business 13 Columbia Drive, Unit 7 Amherst, NH 03031 (Hillsborough County)  2205 East Ontario Street Philadelphia, PA 19134 (Philadelphia County)  10 Industrial Parkway Lester, PA 19113 (Delaware County)
Harnischfeger Distribution & Service, LLC	39-1836557	137 Sandy Drive Newark, NJ 19713 (Essex County)  Chief Executive Office 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County)
HPH Material Handling, LLC	39-1836624	Chief Executive Office S40 W24160 Rockwood Way Waukesha, WI 53186 (Waukesha County)  Location with books and records 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County)  Other 1544 Barclay Blvd. Buffalo Grove, IL 60089-4530 (Lake County)
Material Handling Equipment Nevada Corporation	88-0376697	Chief Executive Office 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County)

Correct Legal Name of Credit Party	<u>Tax ID</u>	Locations
Merwin, LLC (f/k/a Morris Material Handling, LLC)	Applied for	Chief Executive Office 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County)
MHE Technologies, Inc.	52-2058706	Chief Executive Office 1105 North Market Street Suite 1300 Wilmington, DE 19899 (New Castle County)
MMH Holdings, Inc.	39-1716155	Chief Executive Office 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County)
Morris Material Handling, Inc.	39-1924039	Chief Executive Office 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County)
Morris Material Handling LLC (f/k/a Material Handling LLC)	39-1909984	Chief Executive Office 315 West Forest Hill Avenue Oak Creek, WI 53254 (Milwaukee County)  Location with books and records 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County)  Other 4401 State Hwy 19 Windsor, WI 53598 (Dane County)
MPH Crane, Inc.	31-1075991	Chief Executive Office 213 Industrial Drive Franklin, OH 45005 (Warren County)  Location with books and records 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County)  Other: 3600 Chamberlain, Suite 602 Louisville, KY 40241 (Jefferson County)  10270 Spartan Drive, Unit A Cincinnati, OH 45215 (Hamilton County)

Correct Legal Name of Credit Party	Tax ID	<u>Locations</u>
		1520 Harmon Plaza Columbus, OH 43223 (Franklin County)
		7670 First Place, Suite H Cleveland, OH 44146 (Cuyahoga County)
		25357 Dequindre Road Madison Heights, MI 48071-4241 (Oakland County)
		1115 142nd Avenue Wayland, MI 49648 (Allegany County)
		15985 Sturgeon Roseville, MI 48066 (Macomb County)
PHME Service, Inc.	39-1836623	Chief Executive Office 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County)
PHMH Holding Company	52-2013056	Chief Executive Office 1105 North Market Street Suite 1300 Wilmington, DE 19899 (New Castle County)

Correct Legal Name of Credit Party	<u>Tax ID</u>	<u>Locations</u>
SPH Crane & Hoist, Inc.	75-2752978	Chief Executive Office 2920 National Court Garland, TX 75041
		(Dallas County)
		Location with books and records
		315 West Forest Hill Avenue Oak Creek, WI 53154
		(Milwaukee County)
		<u>Other</u>
		9700B Wallisville Road Houston, TX 77013
		(Harris County)
		6803-B E. 47th Avenue Drive
		Denver, CO 80219 (Denver County)
		3077 Teagarden Street
		San Leandro, CA 94577
		(Alameda County)
		22019 70th Avenue, Bldg. C
		Kent, WA 98032 (Kent County)
		(Kent County)
		3108 W. Thomas, Suite 1206
		Phoenix AZ 85017
		(Maricopa County)
		2027 196th St. SW, Suite A105
		Lynnwood, WA 98036
		(Snohomish County)

**RECORDED: 03/13/2000**