

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

SCHEDULE IV - MORRIS TRADEMARKS

<u>Country</u>	<u>Sub Case</u>	<u>Mark</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Issue Date</u>
USA		Best by a Dam Site	Registered	569661	09/06/94	1914547	08/29/95
USA		Digitorque	Transferred	281957	06/05/92	1793463	09/21/93
USA		Electrotorque	Renewed	253755	09/02/66	848532	05/07/68
USA		Encore	Registered	526317	03/11/85	1361467	09/24/85
USA		Featurbilt	Renewed	175607	06/22/78	1123604	08/07/79
USA		Hevi-Lift	Renewed	008667	05/21/56	643231	03/26/57
USA		Morris	Renewed	314482	02/18/71	958786	05/08/73
USA		Nu-Life	Registered	070858	06/19/90	1672380	01/21/92
USA		Phoenix New Life for Cranes	Registered	281802	06/05/92	1862245	11/15/94
USA		Pacesetter	Registered	281803	06/05/92	1748163	01/26/93
USA		Powermast	Renewed	327895	05/21/69	893241	01/23/70
USA		Prescription Wheels	Registered	052264	04/23/90	1663947	11/12/91
USA		Procare	Registered	052263	04/23/90	1672082	01/14/92
USA		Pull-A-Hoist	Renewed	185772	01/31/64	777582	09/22/64
USA		Smartorque	Registered	791116	04/04/89	1566954	11/21/89
USA		Smartorque V	Registered	408358	07/02/93	1856614	10/04/94
USA		Swinguard	Registered	018121	11/06/95	2017470	11/19/96
USA		Trav-Start	Transferred	137855	08/17/77	1099351	08/15/78
USA		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

<u>Country</u>	<u>Sub Case</u>	<u>Mark</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Issue Date</u>
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
USA - TN		Birmingham Crane and Hoist	Registered		11/23/98		11/30/98
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

<u>Country</u>	<u>Sub Case</u>	<u>Mark</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Issue Date</u>
USA - TN		CMH Material Handling	Registered		11/23/98		
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	56708	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	01/15/99
USA - PA		EPH Material Handling	Registered		12/08/98	2850091	01/08/99
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	03/09/99		
AUSAL		Electrotorque	Renewed	222989	10/04/68	B222989	10/04/68
Canada		Electrotorque	Transferred	316540	09/30/68	164492	08/08/69
Japan		Electrotorque	Renewed	760371968	10/24/68	940437	02/15/72
Peru		Electrotorque	Registered			038293	08/19/97
Peru	01	Electrotorque	Registered			038259	08/19/97

<u>Country</u>	<u>Sub Case</u>	<u>Mark</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Issue Date</u>
Peru	02	Electrotorque	Registered			038261	08/19/97
SOFRC		Electrotorque	Renewed	68/4243	09/17/68	68/4243	09/17/68
Canada		Hevi-Lift	Renewed	244493	02/25/58	114765	07/24/59
Mexico		Hevi-Lift	Renewed	35789	11/19/69	156946	11/19/69
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		Morris	Pending	000905141	8/12/98		
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	8029/98	8/11/98		
Singapore	01	Morris	Pending	8030/98	8/11/98		
SOFRC		Morris	Renewed	289/35/2	3/01/35	289/35/2	03/01/35
SOFRC	01	Morris	Renewed	289/35/3	03/01/35	289/35/3	03/01/35
United Kingdom		Morris	Renewed	92664	06/14/68	92664	06/14/68
United Kingdom	01	Morris	Renewed	926665	06/14/68	926665	06/14/68
United Kingdom	02	Morris	Renewed	926666	06/14/68	926666	06/14/68
Brazil		Powernast	Renewed	935255	08/07/70	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
EPO		Procare	Transferred	000390294	04/11/96		
Mexico		Procare	Transferred				

<u>Country</u>	<u>Sub Case</u>	<u>Mark</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Issue Date</u>
Norway		Procare	Transferred	19967288	11/18/96		
Poland		Procare	Transferred	Z166966	11/25/96		
SOFRFC		Procare	Transferred	97/04226	03/20/97		
Switzerland		Procare	Transferred	8516/1996	11/18/96		
United Kingdom		Procare	Transferred	2070973	5/10/96	2070973	06/13/97
Canada		Zip II	Renewed	428561	8/15/78	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 Handling & Design	Pending	893896	10/20/98		
Chile		Morris Material Handling & Design	Pending				
EPO		Morris Material Handling & Design	Pending	000905091	08/12/98		
Mexico		Morris Material Handling & Design	Pending	34511	08/28/98		
Mexico	01	Morris Material Handling & Design	Pending	34512	08/28/98		
Singapore		Morris Material Handling & Design	Pending	7233/98	06/17/98		
Singapore	01	Morris Material Handling & Design	Pending	7232/98	06/17/98		

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

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").

B. Pursuant to that certain Credit Agreement dated as of March 30, 1998 (as 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.

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).

A G R E E M E N T :

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. Pledge. 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 "Pledged Collateral"):

(a) 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");

(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");

(f) all "general intangibles", as such term is defined in the UCC, and, in any 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

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");

(i) the issued and outstanding shares of capital stock of each Person described 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;

(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;

(l) 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 Schedule II hereto (the "Intercompany Notes") 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

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 Schedule IV 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 "Trademarks");

(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,

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 1(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,

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

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. Perfection; Supplements; Further Assurances; Use of Pledged Collateral.

(a) Delivery of Certificated 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) Perfection of Uncertificated Securities Collateral. 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,

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.

(c) Financing Statements and Other Filings. Each Pledgor agrees that at any 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.

(d) Supplements; Further Assurances. Each Pledgor agrees to do such further 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) Use of Pledged Collateral. Unless an Event of Default shall have occurred and be continuing, each Pledgor may use the Pledged Collateral in any lawful manner in the

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. Representations, Warranties and Covenants. 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").

(b) No Liens. Such Pledgor is as of the date hereof, and, as to Pledged 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), (l), (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

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.

(d) 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

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) Due Authorization and Issuance. 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) Certificated Shares, No Options, Warrants, etc. 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.

(i) Authorization, Enforceability. Such Pledgor has the requisite corporate or 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

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) **Pledged Collateral.** 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.

(l) **Insurance.** Other than Liens referred to in Section 5(b) hereof, no Pledgor 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

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.

(m) Insurance Proceeds. Any proceeds of insurance received by any Pledgor 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.

(n) Payment of Taxes: Compliance with Laws; Claims. Each Pledgor shall 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

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.

(a) **Special Representations and Warranties.** As of the time when each of its 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.

(b) **Maintenance of Records.** Each Pledgor shall keep and maintain at its own 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) **Legend.** 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

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.

(d) Modification of Terms, etc. No Pledgor shall rescind or cancel any 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.

(e) Collection. Each Pledgor shall cause to be collected from the account 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) Cash Collateral. 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

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) Warehouse Receipts Non-Negotiable. 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 Exhibit B or covered by the last sentence of Section 5(d) hereof, or to customers of Pledgor.

(j) Confirmation of Receivables; Direct Payment. If, prior to an Event of 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) Pledge of Additional Securities. 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 Exhibit 2 hereto (each, a "Pledge Amendment"), in

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 appropriate 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 be 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

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) No New Securities. 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) Operative Agreements. Each Pledgor has delivered to the Collateral Agent true, correct and complete copies of the Operative Agreements. The Operative

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

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.

(b) After-Acquired Property. If any Pledgor shall, at any time prior to the 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) Modifications. Each Pledgor authorizes the Collateral Agent to modify this Agreement by amending Schedules III, IV, V and VI hereto to include any future Intellectual Property Collateral of such Pledgor, including, without limitation, any of the items listed in Section 8(b).

(d) Applications. Each Pledgor shall file and prosecute diligently all 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.

(i) 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.

(ii) 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]**

Section 10. Transfers and Other Liens. 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

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

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.

(c) Waiver of Notice and Claims. Each Pledgor hereby waives, to the fullest 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

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.

(e) Each Pledgor recognizes that, by reason of certain prohibitions contained 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 be 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.

(f) Notwithstanding the foregoing, each Pledgor shall, upon the occurrence 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

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;

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.

Section 14. Expenses. Each Pledgor will upon demand pay to the Collateral 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.

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.

Section 17. Collateral Agent May Perform; Collateral Agent Appointed 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. Indemnity.

(a) Indemnity. 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 "Indemnitees") 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,

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) Survival. 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) Reimbursement. 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. Termination; Release. 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

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.

Section 22. Continuing Security Interest; Assignment. This Agreement shall 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.**

Section 24. CONSENT TO JURISDICTION AND SERVICE OF PROCESS;
WAIVER OF JURY TRIAL.

(a) 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

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.

(b) 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. Severability of Provisions. 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. Headings. The Section headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Section 28. Obligations Absolute. 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.

Section 29. The Collateral Agent's Right to Sever Indebtedness. (a) Each 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

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.

(b) 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 Collateral Agent to comply with laws that prescribe conditions to the entitlement to such subsequent judgment or the availability of such subsequent right or remedy. In the event that, notwithstanding 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.

(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. Future Advances. This Agreement shall secure the payment of any amounts advanced from time to time pursuant to the Credit Agreement.

Section 31. Intercreditor Agreement. 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 "Intercreditor Agreement"), 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.


IN WITNESS WHEREOF, the Pledgor 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: 

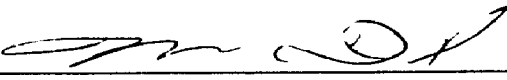
Name: Martin L. Ditkof
Title: Secretary

EPH MATERIAL HANDLING, LLC,
as Pledgor

By: 

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

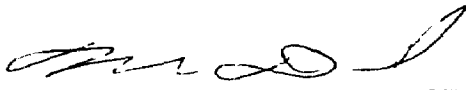
By: 

Name: Martin L. Ditkof
Title: Manager


MATERIAL HANDLING EQUIPMENT
NEVADA CORPORATION,
as Pledgor

By: 
Name: Martin L. Ditkof
Title: Secretary

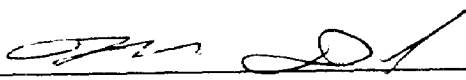
MORRIS MATERIAL HANDLING, LLC,
(f/k/a Material Handling, LLC), as Pledgor

By: 
Name: Martin L. Ditkof
Title: Manager


MHE TECHNOLOGIES, INC.,
as Pledgor

By: 
Name: John A. Oscar, Jr.
Title: Vice President, Secretary
and Treasurer

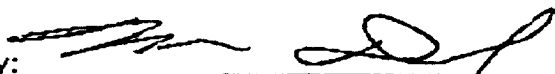
MMH HOLDINGS, INC.,
as Pledgor

By: 
Name: Martin L. Ditkof
Title: Secretary


**MATERIAL HANDLING EQUIPMENT
NEVADA CORPORATION,
as Pledgor**

By: 
Name: Martin L. Ditkof
Title: Secretary

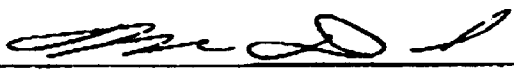
**MORRIS MATERIAL HANDLING, LLC,
(f/k/a Material Handling, LLC), as Pledgor**

By: 
Name: Martin L. Ditkof
Title: Manager

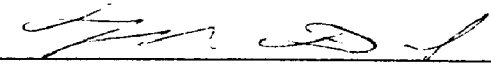
**MHE TECHNOLOGIES, INC.,
as Pledgor**

By: 
Name: John A. Oscar, Jr.
Title: Vice President, Secretary
and Treasurer

**MMH HOLDINGS, INC.,
as Pledgor**

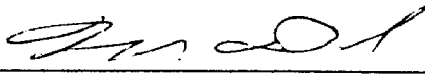
By: 
Name: Martin L. Ditkof
Title: Secretary

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

By: 

Name: Martin L. Ditkof
Title: Manager

MPH CRANE, INC.,
as Pledgor

By: 

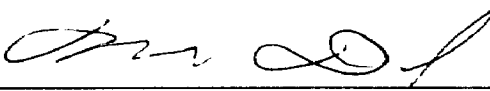
Name: Martin L. Ditkof
Title: Secretary

PHMH HOLDING COMPANY,
as Pledgor

By: _____


Name: John A. Oscar, Jr.
Title: Vice President, Secretary
and Treasurer

PMHE SERVICE, INC.,
as Pledgor

By: 


Name: Martin L. Ditkof
Title: Secretary

SPH CRANE & HOIST, INC.,
as Pledgor

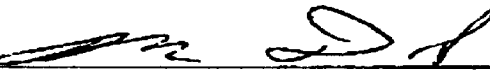
By: 

Name: Martin L. Ditkof
Title: Secretary

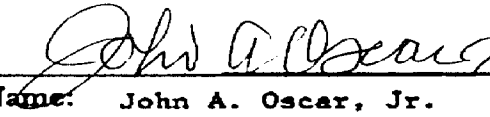
MERWIN, LLC (d/b/a Morris Material Handling, LLC)
as Pledgor

By: 
Name: Martin L. Dikof
Title: Manager


MPH CRANE, INC.,
as Pledgor

By: 
Name: Martin L. Dikof
Title: Secretary

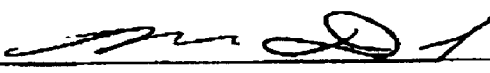
PHMH HOLDING COMPANY,
as Pledgor

By: 
Name: John A. Oscar, Jr.
Title: Vice President, Secretary
and Treasurer

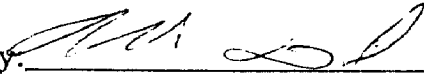
PMHE SERVICE, INC.,
as Pledgor

By: 
Name: Martin L. Dikof
Title: Secretary

SPH CRANE & HOIST, INC.,
as Pledgor

By: 
Name: Martin L. Dikof
Title: Secretary

BIRMINGHAM CRANE & HOIST INC.

By:  _____

Name: Martin L. Ditkof
Title: Secretary

CANADIAN IMPERIAL BANK OF
COMMERCE, as Collateral Agent

By:  _____

Name: **Lindsay Gordon**
Title: **Executive Director**
CIBC World Markets Corp. As Agent

Schedule I - A
Pledged Shares

Pledgor	Issuer	Class	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	100%	1,000
PHMH Holding Company	MPH Crane, Inc.	Class A (Voting) Class B (Nonvoting)	4A 4B 5	50 450 11.76	100%	600 (150 Class A; 450 Class B)
PHMH Holding Company	PHME Service, Inc.	Common	2	100	100%	1,000
PHMH Holding Company	SPH Crane & Hoist, Inc.	Common	2 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	1	100%	50,000
PHMH Holding Company	Morris Material Handling Mexico S.A. de C.V. (f/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 Class A Common Class B Common	7 8 6	350 50 250	100%	1,000 (500 Class A; 500 Class B)
Morris Material Handling, Inc.	Morris Material Handling Equipment, Ltd.		1 2 3	2 48,061,643 7,258,374	100%	
Morris Material Handling, Inc.	Morris Material Handling Mexico S.A. de C.V. (f/k/a Hercules S.A. de C.V.)		1-B-4 1-B-6	28,610 172,304	1.0%	unlimited
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 5,286,900	100%	
Merwin LLC	3016117 Nova Scotia ULC		1-A 1	1,000 2	100%	
Morris Material Handling, Inc.	Morris Material Handling (Thailand) Ltd.	Ordinary		47,995		72,000 Preference Shares 48,000 Ordinary Shares

071376.0001 390303 v5

Schedule I - B
Pledged Interests

Pledgor	Issuer	Certificate	Percentage
PHME Service, Inc.	EPH Material Handling, LLC	1	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	1	100.0%

071376.00/1 29/03/1 v2

Schedule II

Morris Material Handling Intercompany Notes
As of 1/31/00

Issuer	Holder	Amount	Date	Note #	03/30/98 Exch Rate	03/30/98 USD Equiv	01/31/00 Exch Rate	01/31/00 USD Equiv
G MORRIS MATERIAL HANDLING MEXICO SA DE CV	MORRIS MATERIAL HANDLING LLC	USD 976,236.41	7/22/94	196B	1	\$976,236.41	1	\$976,236.41
G MORRIS MATERIAL HANDLING MEXICO SA DE CV	MORRIS MATERIAL HANDLING LLC	USD 108,470.71	7/22/94	197B	1	\$108,470.71	1	\$108,470.71
G MORRIS MATERIAL HANDLING MEXICO SA DE CV	MORRIS MATERIAL HANDLING LLC	USD 200,000.00	8/4/94	123B	1	\$200,000.00	1	\$200,000.00
G MORRIS MECHANICAL HANDLING INC	MORRIS MATERIAL HANDLING LLC	USD 2,615,659.08	12/23/94	164B	1	\$2,615,659.08	1	\$2,615,659.08
G MPH CRANE, INC	PHMH HOLDING COMPANY	USD 4,007,046.90	2/14/97	381	1	\$4,007,046.90	1	\$4,007,046.90
G LOWFILE LTD	MORRIS MATERIAL HANDLING EQUIPMENT LTD	GBP 159,740,000.00	8/29/97	P422A	1.6815	\$268,602,810.00	1.6395	\$281,893,730.00
G LOWFILE LTD	REDCROWN ULC	GBP 1,198,228.00	3/25/98	MHE-201	1.6815	\$2,014,820.38	1.6395	\$1,964,494.91
G MORRIS MATERIAL HANDLING LIMITED	MMH (HOLDINGS) LTD	GBP 68,000.00	3/25/98	MHE-202	1.6815	\$114,342.00	1.6395	\$111,486.00
G MORRIS MATERIAL HANDLING LIMITED	LOWFILE LTD	GBP 22,710.48	3/25/98	MHE-203	1.6815	\$38,187.69	1.6395	\$37,233.85
G MORRIS MATERIAL HANDLING LIMITED	MMH INTERNATIONAL LTD	GBP 2,436,051.00	3/25/98	MHE-204	1.6815	\$4,096,219.76	1.6395	\$3,993,905.01
G MORRIS MATERIAL HANDLING LIMITED	REDCROWN ULC	GBP 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	GBP 104,542.57	3/25/98	MHE-206	1.6815	\$175,788.33	1.6395	\$171,397.54
G MORRIS MATERIAL HANDLING EQUIPMENT LTD	MORRIS MATERIAL HANDLING INC	GBP 48,061,843.00	3/25/98	MHE-207	1.6815	\$80,815,652.70	1.6395	\$78,797,063.70
G LOWFILE LTD	MORRIS MATERIAL HANDLING EQUIPMENT LTD	GBP 22,678,408.00	3/25/98	MHE-208	1.6815	\$38,133,743.05	1.6395	\$37,181,249.92
G MORRIS MATERIAL HANDLING LIMITED	MORRIS MATERIAL HANDLING EQUIPMENT LTD	GBP 7,256,373.92	3/25/98	MHE-209	1.6815	\$12,204,955.75	1.6395	\$11,900,101.04
\$414,181,408.01								
G MORRIS MECHANICAL HANDLING INC	MORRIS MATERIAL HANDLING LLC	USD 275,000.00	6/29/98	**			1	\$275,000.00
G PHMH HOLDING COMPANY	MORRIS MATERIAL HANDLING LLC	USD 30,000.00		*			1	\$30,000.00
G MHE TECHNOLOGIES INC	MORRIS MATERIAL HANDLING LLC	USD 30,000.00		*			1	\$30,000.00
G MORRIS MECHANICAL HANDLING INC	MORRIS MATERIAL HANDLING LLC	USD 60,000.00	1/5/99	**			1	\$60,000.00
G EPH MATERIAL HANDLING LLC	MORRIS MATERIAL HANDLING LLC	USD 2,050,000.00	1/29/99	**			1	\$2,050,000.00
G MORRIS MATERIAL HANDLING LTD	MORRIS MATERIAL HANDLING INC	USD 1,500,000.00		*			0.6957	\$1,043,550.00
G 3016117 NOVA SCOTIA	MORRIS MATERIAL HANDLING INC	CDN 3,373,492.35	11/1/99	MMH-701			0.6957	\$2,346,936.61
G OVERHEAD CRANE	MORRIS MATERIAL HANDLING LLC	CDN 910,000.00		*			0.6957	\$633,087.00
\$0.00								
\$414,181,408.01								

* GRID NOTE FORMAT
** NOTE NUMBER NOT YET ASSIGNED

TOTAL \$414,181,408.01

\$410,511,943.51

Morris Material Handling Intercompany Notes
As of 1/31/00

	Holder	Issuer	Amount	Date	Note #	Exch Rate	USD Equity	01/31/00 Exch Rate	01/31/00 USD Equity
NG	MORRIS BLOOMA PTE LTD	MORRIS MATERIAL HANDLING LLC	SGD 918,000.00	3/30/98	MMH-600	0.6279	\$576,412.20	0.5903	\$541,892.40
NG	MORRIS MECHANICAL HANDLING PTY LTD	MMH (HOLDINGS) LTD	RAND 4,500,000.00	6/8/94	178	0.2002	\$900,900.00	0.1623	\$730,350.00
NG	MORRIS BLOOMA PTE LTD	MORRIS MATERIAL HANDLING LLC	SGD 795,368.86	3/30/98	285B	0.6279	\$499,412.11	0.6903	\$469,500.24
							\$1,976,724.31		\$1,741,751.04

NG	MORRIS BLOOMA PTE LTD	MORRIS MATERIAL HANDLING LIMITED	GBP 1,700,000.00	4/1/98	MUK-500			1.6395	\$2,787,150.00
NG	MORRIS MATERIAL HANDLING AUSTRALIA PTY LTD	MORRIS MATERIAL HANDLING INC	AUD 2,500,000.00	9/4/98	MMH-606			0.6521	\$1,630,250.00
NG	MORRIS MATERIAL HANDLING AUSTRALIA PTY LTD	MORRIS MATERIAL HANDLING INC	AUD 813,339.00	12/21/98	MMH-604			0.6521	\$530,376.86
NG	MORRIS MATERIAL HANDLING AUSTRALIA PTY LTD	MORRIS MATERIAL HANDLING INC	AUD 1,611,434.00	12/21/98	MMH-610			0.6521	\$1,050,816.11
NG	MMR NARONG PRUKSACHOLAVIT	MORRIS MATERIAL HANDLING INC	THB 7,200,000.00	1/12/99	**			0.02667	\$192,024.00
NG	MORRIS MATERIAL HANDLING AUSTRALIA PTY LTD	MORRIS MATERIAL HANDLING INC	AUD 361,100.00	5/26/99	MMH-608			0.6521	\$235,473.31
NG	MORRIS CHILE	MORRIS MATERIAL HANDLING LLC	USD 433,510.75	*	*			1	\$433,510.75
NG	MORRIS MECHANICAL HANDLING (PTY) LTD	MORRIS MATERIAL HANDLING INC	RAND 3,000,000.00	6/25/99	MMH-700			0.1623	\$486,500.00
							\$0.00		\$7,346,502.53

TOTAL

\$1,976,724.31

\$9,086,254.17

** NOTE NUMBER NOT YET ASSIGNED
* GRID NOTE FORMAT

SCHEDULE III - MORRIS PATENTS

<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Filed</u>	<u>Country</u>
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 Frequency of Power Supply	10/23/1990	Jurkowski/Wycoff	01/31/1989	USA
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 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	11/19/1991	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

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

<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Filed</u>	<u>Country</u>
5,216,957	Apparatus and Method for Correcting Skew of a Traveling Crane by Maximizing Friction Between Leading Skewed Wheel and the Rail.	06/08/1993	Thorsen	12/13/1991	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-Isolating Support Link	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/ USSR
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 Brake Arrangement	05/07/1996	Luebke	07/01/1994	Japan
5,549,799	Hoist Apparatus for Positioning Anode in Smelting Furnace	08/27/1996	Luebke/Khoury	12/31/1992	USSR
5,597,079	Directional Indicating Device for Detecting Improper Orientation of a Hoist Lifting Line	01/28/1997	Konop	08/24/1995	Germany/ USSR
5,603,420	Method for Using a Two-Drum Crane for Raising or Lowering a Loan	02/18/1997	Swanson	02/06/1995	USSR
5,662,311	Lifting Apparatus Including Overload Sensing Device	09/02/1997	Waedekin/Niemi	03/13/1996	UK
5,791,257	Overhead Crane with Adjustable Bearings	08/11/1998	Konop	01/08/1997	Europe/G ermany/U K

SCHEDULE IV - MORRIS TRADEMARKS

<u>Country</u>	<u>Sub Case</u>	<u>Mark</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Issue Date</u>
USA		Best by a Dam Site	Registered	569661	09/06/94	1914547	08/29/95
USA		Digitorque	Transferred	281957	06/05/92	1793463	09/21/93
USA		Electrotorque	Renewed	253755	09/02/66	848532	05/07/68
USA		Encore	Registered	526317	03/11/85	1361467	09/24/85
USA		Featurbilt	Renewed	175607	06/22/78	1123604	08/07/79
USA		Hevi-Lift	Renewed	008667	05/21/56	643231	03/26/57
USA		Morris	Renewed	314482	02/18/71	958786	05/08/73
USA		Nu-Life	Registered	070858	06/19/90	1672380	01/21/92
USA		Phoenix New Life for Cranes	Registered	281802	06/05/92	1862245	11/15/94
USA		Pacesetter	Registered	281803	06/05/92	1748163	01/26/93
USA		Powermast	Renewed	327895	05/21/69	893241	01/23/70
USA		Prescription Wheels	Registered	052264	04/23/90	1663947	11/12/91
USA		Procure	Registered	052263	04/23/90	1672082	01/14/92
USA		Pull-A-Hoist	Renewed	185772	01/31/64	777582	09/22/64
USA		Smartorque	Registered	791116	04/04/89	1566954	11/21/89
USA		Smartorque V	Registered	408358	07/02/93	1856614	10/04/94
USA		Swinguard	Registered	018121	11/06/95	2017470	11/19/96
USA		Trav-Start	Transferred	137855	08/17/77	1099351	08/15/78
USA		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

<u>Country</u>	<u>Sub Case</u>	<u>Mark</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Issue Date</u>
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
USA - TN		Birmingham Crane and Hoist	Registered		11/23/98		11/30/98
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

<u>Country</u>	<u>Sub Case</u>	<u>Mark</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Issue Date</u>
USA - TN		CMH Material Handling	Registered		11/23/98		
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	56708	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	01/15/99
USA - PA		EPH Material Handling	Registered		12/08/98	2850091	01/08/99
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	03/09/99		
AUSAL		Electrotorque	Renewed	222989	10/04/68	B222989	10/04/68
Canada		Electrotorque	Transferred	316540	09/30/68	164492	08/08/69
Japan		Electrotorque	Renewed	76037/1968	10/24/68	940437	02/15/72
Peru		Electrotorque	Registered			038293	08/19/97
Peru	01	Electrotorque	Registered			038259	08/19/97

<u>Country</u>	<u>Sub Case</u>	<u>Mark</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Issue Date</u>
Peru	02	Electrotorque	Registered			038261	08/19/97
SOFRC		Electrotorque	Renewed	68/4243	09/17/68	68/4243	09/17/68
Canada		Hevi-Lift	Renewed	244493	02/25/58	114765	07/24/59
Mexico		Hevi-Lift	Renewed	35789	11/19/69	156946	11/19/69
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		Morris	Pending	000905141	8/12/98		
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	8029/98	8/11/98		
Singapore	01	Morris	Pending	8030/98	8/11/98		
SOFRC		Morris	Renewed	289/35/2	3/01/35	289/35/2	03/01/35
SOFRC	01	Morris	Renewed	289/35/3	03/01/35	289/35/3	03/01/35
United Kingdom		Morris	Renewed	92664	06/14/68	92664	06/14/68
United Kingdom	01	Morris	Renewed	926665	06/14/68	926665	06/14/68
United Kingdom	02	Morris	Renewed	926666	06/14/68	926666	06/14/68
Brazil		Powermast	Renewed	935255	08/07/70	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
EPO		Procare	Transferred	000390294	04/11/96		
Mexico		Procare	Transferred				

<u>Country</u>	<u>Sub Case</u>	<u>Mark</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Issue Date</u>
Norway		Procare	Transferred	19967288	11/18/96		
Poland		Procare	Transferred	Z166966	11/25/96		
SOFR		Procare	Transferred	97/04226	03/20/97		
Switzerland		Procare	Transferred	8516/1996	11/18/96		
United Kingdom		Procare	Transferred	2070973	5/10/96	2070973	06/13/97
Canada		Zip II	Renewed	428561	8/15/78	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 Handling & Design	Pending	893896	10/20/98		
Chile		Morris Material Handling & Design	Pending				
EPO		Morris Material Handling & Design	Pending	000905091	08/12/98		
Mexico		Morris Material Handling & Design	Pending	345511	08/28/98		
Mexico	01	Morris Material Handling & Design	Pending	345512	08/28/98		
Singapore		Morris Material Handling & Design	Pending	7233/98	06/17/98		
Singapore	01	Morris Material Handling & Design	Pending	7232/98	06/17/98		

<u>Country</u>	<u>Sub Case</u>	<u>Mark</u>	<u>Status</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<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

TRADEMARK
REEL: 002052 FRAME: 0801

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.

[NAME OF ISSUER]

By: _____

Name:

Title:

EXHIBIT 2

Form of Securities Pledge Amendment

PLEDGE AMENDMENT

This Pledge Amendment dated as of _____, is delivered pursuant to Section 7 of the Agreement referred to below. The undersigned hereby agrees that this Pledge Amendment may be attached to the Amended and Restated Security Agreement dated as of March 30, 1998, as amended and restated as of September 10, 1999 (as such agreement may be further amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Agreement"), among the undersigned, certain other Pledgors and Canadian Imperial Bank of Commerce, as Collateral Agent. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Agreement. The undersigned hereby further agrees that the Pledged Securities and/or Intercompany Notes listed on this Pledge Amendment are, and shall be deemed to be and shall become, part of the Pledged Collateral and shall secure all of the Secured Obligations.

as Pledgor

By: _____
Name:
Title:

EXHIBIT 3

Form of Joinder Agreement

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

[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 execution 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.

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:

AGREED TO AND ACCEPTED:

**CANADIAN IMPERIAL BANK OF COMMERCE,
as Collateral Agent**

By: _____
Name:
Title:

L-NY/1014806.10

**TRADEMARK
REEL: 002052 FRAME: 0806**

**ANNEX A
EXISTING LIENS***

Entity	Existing Liens**
Morris Material Handling, Inc. , a Delaware corporation	<u>WI:</u> 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 limited liability company, f/k/a Material Handling, LLC	<u>WI:</u> 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 corporation	<u>TX:</u> 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;

* Descriptions of collateral are attached and do not include those for filings of Canadian Imperial Bank of Commerce.

** Existing Liens do not include those of Canadian Imperial Bank of Commerce.

#310087 v7

<p>Birmingham Crane & Hoist, Inc., an Alabama corporation</p>	<p><u>AL:</u></p> <ol style="list-style-type: none"> 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 <p><u>Jefferson County (Birmingham Div.) Probate Court:</u></p> <ol style="list-style-type: none"> 1. Amsouth Bank, filed 7/1/92 and continuation filed 6/5/97; 2. First Alabama Bank, filed 12/1/94
<p>EPH Material Handling LLC, a Pennsylvania limited liability company</p>	<p><u>OH:</u></p> <ol style="list-style-type: none"> 1. Hyster Credit Company, filed 2/24/95, #AL65494, Film No. 1539-2466; 2. Harnischfeger Corporation, filed 12/19/96, #AN26895, Film No. 1641-2754; <p><u>Cuyahoga County Recorder:</u> Hyster Credit Company, filed 2/24/95, File No. 1305422;</p>

NPH Material Handling Inc.,
a Michigan limited liability company

MI:

1. Ervin Leasing Company, filed 10/3/97, File No. D287951;
2. Ikon Office Solutions, filed 1/2/98, File No. D321642;

The UCC-1 FINANCING STATEMENT is prepared for filing pursuant to the Wisconsin Uniform Commercial Code 22239

B. Office Use only. (Initial Filing - Date, Time, Number, etc.)

1 Debtor (Legal Name Of Entity Or Last Name If An Individual) First Name Middle Initial

Material Handling LLC

1A Mailing Address

315 W. Forest Hill

1B City, State, Zip Code

Oak Creek, WI 53154

1C Social Security or Federal Tax ID No

39-1909984

2 Additional Debtor (If Any) (Legal Name Of Entity Or Last Name If An Individual) First Name Middle Initial

2A Mailing Address

2B City, State, Zip Code

2C Social Security or Federal Tax ID No

3 Additional Debtor (If Any) (Legal Name Of Entity Or Last Name If An Individual) First Name Middle Initial

3A Mailing Address

3B City, State, Zip Code

3C Social Security or Federal Tax ID No

4 Secured Party

Name M&I FIRST NATIONAL LEASING CORP.

Mailing Address 250 E. Wisconsin Ave.

City, State, Zip Code Milwaukee, WI 53202

5 File With Secretary of State Reg. of Deeds _____ County _____

6 No. of Additional Sheets Presented 1 Attaching additional pages requires non-standard fee

7 This Financing Statement covers the following types of collateral and (7A) if the collateral is crops, the farm on which the crops are growing or to be grown. 7B Proceeds of collateral are covered unless checked . 7C Products of collateral are covered unless checked . 7D If checked here the term "Debtor" refers to a "Lessee", the term "Secured Party" refers to a "Lessor" and this filing is made only for informational purposes to provide notice of a personal property lease of the following

Equipment per Schedule A attached hereto and made a part hereof.

SEE ATTACHED

We do not believe this transaction is subject to the Uniform Commercial Code but is filed in the event it is subject to the UCC and in such event secured party shall have a purchase money security interest. Insurance proceeds on above.

11 "Continuing Business Relationship" under S-409.404(1)(C) Wis. Stats. exists if checked

12 Material Handling LLC
NAME OF DEBTOR (IF ENTITY)

BY [Signature]
SIGNATURE TITLE
Mertyp Dilkof, Secretary

SIGNATURE OF INDIVIDUAL DEBTOR

SIGNATURE OF INDIVIDUAL DEBTOR

SIGNATURE OF INDIVIDUAL DEBTOR

M&I FIRST NATIONAL LEASING CORP.

13 [Signature]
SIGNATURE OF SECURED PARTY OR ASSIGNEE OR ITS AGENT TITLE
(Signature of Secured Party if required)

Julie Griffin, A.V.P.

Signature of Secured Party permitted in lieu of Debtor's signature when:
(1) Collateral is subject to a security interest in another jurisdiction and
 Collateral is brought into this state
 Debtor's location was changed to this state
(2) For other situations see s 409.402(2) Wis. Stats.

14 RETURN COPIES TO

Name M&I FIRST NATIONAL LEASING CORP.
Address 250 E. Wisconsin Ave.
City, State Milwaukee, WI 53202
And Zip Code

15 CONTACT PERSON

PHONE NUMBER

FILING OFFICER COPY

M&I First National Leasing Corp.

SCHEDULE A

Attached hereto and made a part hereof the Lease Agreement between M&I FIRST NATIONAL LEASING CORP., as Lessor and Material Handling, L.L.C. as Lessee, dated 3/26/98.

- One (1) Yale LP Gas Lift Truck, Triplex Mast, Cab, Model #GLP0060TFN0AE086
S/N E177B12915TP&H ID #235 ✓
- One (1) Yale LP Gas Lift Truck, Triplex Mast, Model #GLP0060TFN0AE086
S/N E177B12917TP&H ID #236 ✓
- Three (3) Yale LP Gas Lift Trucks, Triplex Mast, 42" Fork, Model #GLC050RFNAUE082
S/N E187V02551TP&H ID #252 ✓
S/N E187V02580TP&H ID #258 ✓
S/N E187V02579TP&H ID #264 ✓
- One (1) Yale LP Gas Lift Truck, Triplex Mast, 48" Fork, Model #GLC050RFN0AE082
S/N E187V02549TP&H ID #259 ✓
- One (1) Yale Electric Lift Truck, w/Battery & Charger, Model #NR040ACM24SE095
S/N A815N03291T P&H ID #232 ✓
- Two (2) Yale Electric Lift Trucks, w/Battery & Charger, Model #ERP040TFN36SE082
S/N A807N04553T P&H ID #233 ✓
S/N A807N04554T P&H ID #257 ✓
- One (1) Yale Lift Truck, Model #MCW04LC Walkie Stand-up ✓
S/N B819N01801T P&H ID# 213

INDEXED

98 APR 2 AM 8 00

1748008



INCLUDING ALL ATTACHMENTS, ACCESSORIES, APPURTENANCES, ACCESSIONS & SUBSTITUTIONS.

This UCC-4 STATEMENT is presented for filing pursuant to the Wisconsin Uniform Commercial Code.

1 Debtor (Legal Name Of Entity Or Last Name Of Individual) Material Handling LLC

1A Mailing Address 315 W. Forest Hill

1B City, State, Zip Code Oak Creek, WI 53154

1C Social Security or Federal Tax ID No X39-1909984

2 Additional Debtor (If Any) (Legal Name Of Entity Or Last Name Of Individual)

2A Mailing Address

2B City, State, Zip Code

2C Social Security or Federal Tax ID No

3 Additional Debtor (If Any) (Legal Name Of Entity Or Last Name Of Individual)

3A Mailing Address

3B City, State, Zip Code

3C Social Security or Federal Tax ID No

4 Secured Party of Record Name M&I FIRST NATIONAL LEASING CORP.

Mailing Address 250 E. Wisconsin Ave.

City, State, Zip Code Milwaukee, WI 53202

13 Office use only (Page, Date, Time, Number, etc.)
MILWAUKEE COUNTY CLERK'S OFFICE
JUN 14 AM 8 00
1764595

14 SUBMITTER ACCOUNT NUMBER 2315
For use only with Secretary of State - insert assigned number, if any.

5. This statement refers to ORIGINAL Financing Statement No. 1748008 dated 4/2 19 98

Secretary of State OR Register of Deeds for Milwaukee County

No. of additional sheets 9 (Attaching additional pages requires non-standard fee)

ONLY ONE BOX (8 THRU 11) MAY BE CHECKED (If this statement affects a UCC 3 Real Estate filing, a legal description of the Real Estate affected is required)

- 6 Collateralization - The Financing Statement is still effective
7 Amendment - The Financing Statement is amended as set forth in number 12. Signature of Debtor is required at item 1B unless amendment only changes name or address of either party.
8 Release - The Secured Party releases only the collateral described in number 12.
9 Termination - The Secured Party no longer claims a security interest under the Financing Statement.
10 Partial Assignment - Some of the Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in number 12. A description of the collateral subject to the assignment is also set forth in number 12.
11 Full Assignment - All of the Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in number 12.

Please amend the debtor name to read: Morris Material Handling LLC

15 'Continuing Business Relationship' under S 409.404(1)(c) Wis. Stats. exists if checked

16 Debtor Signature Necessary Only For Amendment See section 7 MORRIS MATERIAL HANDLING LLC

NAME OF DEBTOR (IF ENTITY) SIGNATURE TITLE Martin Ditkof, Manager

SIGNATURE OF INDIVIDUAL DEBTOR

SIGNATURE OF INDIVIDUAL DEBTOR

SIGNATURE OF INDIVIDUAL DEBTOR

17 NOT VALID UNTIL SIGNED BY SECURED PARTY OF RECORD M&I FIRST NATIONAL LEASING CORP.

Donna Pinkowski TYPE OR PRINT NAME OF SECURED PARTY OF RECORD

Donna Pinkowski, UCC Administrator

By SIGNATURE OF SECURED PARTY OF RECORD - TITLE OR ITS REPRESENTATIVE

18 RETURN COPIES TO M&I FIRST NATIONAL LEASING CORP. 250 E. Wisconsin Ave. Milwaukee, WI 53202

19 CONTACT PERSON PHONE NUMBER

FILING OFFICER COPY

1549492-41-1 90490 IBM Credit

Debtor (Legal Name Of Entity Or Last Name If An Individual)
MORRIS MATERIAL HANDLING INC (LESSEE)

First Name Middle Initial

1A Mailing Address
315 W FOREST HILL AVE

1B City, State, Zip Code
OAK CREEK, WI, 53154-2905

2 Additional Debtor (If Any) (Legal Name Of Entity Or Last Name If An Individual)

1C Social Security Federal Tax ID No

First Name Middle Initial

2A Mailing Address

2B City, State, Zip Code

2C Social Security or Federal Tax ID No

3 Additional Debtor (If Any) (Legal Name Of Entity Or Last Name If An Individual)

First Name Middle Initial

3A Mailing Address

3B City, State, Zip Code

3C Social Security or Federal Tax ID No

4 Secured Party IBM Credit Corporation (LESSOR)

Name
1 North Castle Drive
Mailing Address
Armonk, NY, 10504-2575
City, State, Zip Code

5 File With Secretary of State Reg of Deeds

6 No. of Additional Sheets Presented Attaching additional pages requires non-standard fee

7 This Financing Statement covers the following types (or items) of Collateral and (7A) if the collateral is crops, the land on which the crops are growing or to be grown

7B Proceeds of collateral are covered unless checked

7C Proceeds of collateral are covered unless checked

7D If checked here the term "Debtor" refers to a "Lessee", the term "Secured Party" refers to a "Lessor" and this filing is made only for informational purposes to provide notice of a personal property lease of the following:

ALL COMPUTER, INFORMATION PROCESSING, AND OTHER PERIPHERAL EQUIPMENT AND GOODS (INCLUDING A ADDITIONS, ACCESSIONS, UPGRADES, AND REPLACEMENTS) REFERENCED ON IBM SUPPLEMENT # 502868 DATE 06/22/98 QTY-IBM TYPE: 011-7043 NOTE: IBM CREDIT CORPORATION, AS LESSOR IN AN EQUIPMENT LEASING TRANSACTION WITH THE ABOVE-REFERENCED LESSEE. FILES THIS NOTICE PURSUANT TO SECTION 9-408 OF THE UNIFORM COMMERCIAL CODE. (09/02/98) UCC Log Number: CPD00502868 8933420

98 SEP 9 AM 9 30

FILED A

1788381

553

SUBMITTER ACCOUNT NUMBER

(For use only with Secretary of State - insert assigned number, if any)

10 Assignee Of Secured Party (If Any)

Name
Mailing Address
City
State, Zip Code

11 "Continuing Business Relationship" under § 408-404(1)(C) Wis. Stat. exists / checked

IBM Credit Corporation (LESSOR)

12 Attorney-in-fact

SIGNATURE OF SECURED PARTY OR ASSIGNEE OR ITS AGENT - TITLE
(Signature of Secured Party if required)

MORRIS MATERIAL HANDLING INC (LESSEE)

12 NAME OF DEBTOR (IF ENTITY)

BY SIGNATURE - TITLE

SIGNATURE OF INDIVIDUAL DEBTOR

Attorney-in-fact

SIGNATURE OF INDIVIDUAL DEBTOR

SIGNATURE OF INDIVIDUAL DEBTOR

Signature of Secured Party permitted in lieu of Debtor's signature when:
(1) Collateral is subject to a security interest in another jurisdiction, and Collateral is brought into this state.
Debtor's location was changed to this state.
(2) For other situations see § 408-402(2) Wis. Stat.

14 RETURN COPIES TO

Name
Address
City, State
And Zip Code

Data Filing Services
P.O. Box 275
Van Nuys, CA
91408-0275

15

(818) 909-2200

CONTACT PERSON

(818) 909-4717

PHONE NUMBER

Prepared with UCC Direct for Windows, Data Filing Services, Inc., P.O. Box 275, Van Nuys, CA, 91408-0275 Tel: (818) 909-2200

(1) FILING OFFICER COPY

This UCC-1 FINANCING STATEMENT is presented for filing pursuant to the Wisconsin Uniform Commercial Code.

B. Office use only. (Form Filing - Date, Time, Number, etc.)

1. Debtor (Legal Name Of Entity Or Last Name If An Individual) First Name Middle Initial

Material Handling, LLC

1A. Mailing Address

P.O. Box 1151

1B. City, State, Zip Code

Milwaukee, WI 53201

1C. Social Security or Federal Tax ID No.

39-1909989

2. Additional Debtor (If Any) (Legal Name Of Entity Or Last Name If An Individual) First Name Middle Initial

2A. Mailing Address

2B. City, State, Zip Code

2C. Social Security or Federal Tax ID No.

3. Additional Debtor (If Any) (Legal Name Of Entity Or Last Name If An Individual) First Name Middle Initial

3A. Mailing Address

3B. City, State, Zip Code

3C. Social Security or Federal Tax ID No.

4. Secured Party

Name Wisconsin Industrial Truck Co., Inc.
Mailing Address 4500 N. 119th Street
City, State, Zip Code Milwaukee, WI 53225

5. File With Secretary of State Reg. of Deeds _____ County

6. No. of Additional Sheets Presented _____ Attaching additional pages requires non-standard fee

7. This Financing Statement covers the following types (or items) of Collateral and (7A) if the collateral is crops the land on which the crops are growing or to be grown
7B Proceeds of collateral are covered unless checked
7C Products of collateral are covered unless checked
7D If checked here the term "Debtor" refers to a "Lessee", the term "Secured Party" refers to a "Lessor" and this filing is made only for informational purposes to provide notice of a personal property lease of the following

- (4) New BT Prime-Mover Electric Walkie Reach Trucks, Model WRX30, SN# 27350001
- 124" Standard Upright 27351001
- 42" Forks 27351002
- Pantograph 27351003
- Battery Pack with built-in charger 27351003

FINANCIAL INSTITUTIONS

98 MAR 16 AM 8 00

FILED 2

1743300

2451
SUBMITTER ACCOUNT NUMBER
(For use only with Secretary of State - insert assigned number, if any)

16. Assignee Of Secured Party (if any)

Name
Mailing Address
City
State, Zip Code

11. Continuing Business Relationship under S 409.404(1)(C) Wis Stats exists if checked

12. Material Handling, LLC

BY *Matthew M. G...*
SIGNATURE OF INDIVIDUAL DEBTOR

SIGNATURE OF INDIVIDUAL DEBTOR

SIGNATURE OF INDIVIDUAL DEBTOR

SIGNATURE OF INDIVIDUAL DEBTOR

Richard W. Lane Jr. CEO
SIGNATURE OF SECURED PARTY OR ASSIGNEE OR ITS AGENT - TITLE
(Signature of Secured Party if required)

Signature of Secured Party permitted in lieu of Debtor's signature when
(1) Collateral is subject to a security interest in another jurisdiction and
 Collateral is brought into this state
 Debtor's location was changed to this state
(2) For other situations see S 409.402(2) Wis Stats

14. RETURN COPIES TO

Name Wisconsin Ind Truck Co., Inc.
Address 4500 N. 119th Street
City State Milwaukee, WI 53225

15. Barbara (LJ) Feizer
CONTACT PERSON
(414) 466-9900 X273
PHONE NUMBER

1. FILING OFFICER COPY

This UCC-4 STATEMENT is prepared for filing pursuant to the Wisconsin Uniform Commercial Code.

1. Debtor (Legal Name Of Entity Or Last Name If An Individual) **MATERIAL HANDLING LLC** First Name Middle Initial

1A. Mailing Address **315 FOREST HILL AVE.**

1B. City, State, Zip Code **OAK CREEK WI 53154** 1C. Social Security or Federal Tax ID No. **025146239**

2. Additional Debtor (If Any) (Legal Name Of Entity Or Last Name If An Individual) First Name Middle Initial

2A. Mailing Address

2B. City, State, Zip Code 2C. Social Security or Federal Tax ID No.

3. Additional Debtor (If Any) (Legal Name Of Entity Or Last Name If An Individual) First Name Middle Initial

3A. Mailing Address

3B. City, State, Zip Code 3C. Social Security or Federal Tax ID No.

4. Secured Party of Record Name **THE CIT GROUP/EQUIPMENT FINANCING, INC.**

Mailing Address **900 ASHWOOD PARKWAY STE 600**

City, State, Zip Code **ATLANTA GA 30338**

12. Office use only. (Filing Date, Time, Number, etc.)
88 OCT 29 PM 12 25
FILED
1800164

14. SUBMITTER ACCOUNT NUMBER **1806** 10
for use only with Secretary of State-issued assigned number, if any.

5. This statement refers to ORIGINAL Financing Statement No. **1751600** dated **4/15** 19**98**

Secretary of State OR Register of Deeds for _____ County.

No. of additional sheets _____ (Attaching additional pages requires non-standard fee.)

ONLY ONE BOX (8 THRU 11) MAY BE CHECKED

(If this statement effects a UCC 9 Real Estate Filing, a legal description of the Real Estate affected is required)

- 6. Continuation - The Financing Statement is still effective.
- 7. Amendment - The Financing Statement is amended as set forth in number 12. Signature of Debtor is required at item 18 unless amendment only changes name or address of either party.
- 8. Release - The Secured Party releases only the collateral described in number 12.
- 9. Termination - The Secured Party no longer claims a security interest under the Financing Statement.
- 10. Partial Assignment - Some of the Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in number 12. A description of the collateral subject to the assignment is also set forth in number 12.
- 11. Full Assignment - All of the Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in number 12.

12. PARTIAL RELEASE:

ASSET #1801270 MACHINING CENTER, KEARNEY & TECKER S/N 8578104 IS TERMINATED FROM THIS LIEN. THE CIT GROUP/EQUIPMENT FINANCING, INC. NO LONGER HAS INTEREST IN THIS COLLATERAL.

ALL OTHER ASSETS TO REMAIN ON THIS LIEN.

18. "Continuing Business Relationship" under 5.409.404(1)(C) Wfs. Stats. exists if checked 17. NOT VALID UNTIL SIGNED BY SECURED PARTY OF RECORD

18. Debtor Signature Necessary Only For Amendment. See number 7.

NAME OF DEBTOR (IF ENTITY) _____

By _____ SIGNATURE TITLE

SIGNATURE OF INDIVIDUAL DEBTOR

SIGNATURE OF INDIVIDUAL DEBTOR

SIGNATURE OF INDIVIDUAL DEBTOR

THE CIT GROUP/EQUIPMENT FINANCING, INC.
TYPE DEBTOR NAME OF SECURED PARTY OF RECORD

By: *Andrew Arnett* PORT. OFFIC SPECIALIST
SIGNATURE OF SECURED PARTY OF RECORD - TITLE OR ITS REPRESENTATIVE

NATIONAL PUBLIC RECORDS INC
329 W WILSON STREET
2ND FLOOR
MADISON WI 53703

19. _____ CONTACT PERSON

PHONE NUMBER

FILING OFFICER COPY

Filing Number - 018544E

Filed - 06/14/1999 - 10:05AM

Page 1 of 1

Department of Financial Institutions

FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is prepared for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
ELLISON FINANCIAL SERVICES 9865 S. PIONEER BLVD. SANTA FE SPRINGS, CA 90670 ATTN: DARRYL SCHOEN	
D. OPTIONAL DESIGNATION BY APPLICANT: <input type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> CONSIGNOR/CONSIGNEE <input type="checkbox"/> NON-UCC FILING	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME MORRIS MATERIAL HANDLING LLC					
OR	1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS 315 W. FOREST HILL AVENUE		CITY OAK CREEK	STATE WI	COUNTRY USA	POSTAL CODE 53154
1d. S.S. OR TAX I.D.#	OPTIONAL ADD'L INFO RE ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION		1g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

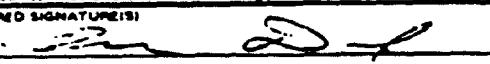
2a. ENTITY'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS		CITY	STATE	COUNTRY	POSTAL CODE
2d. S.S. OR TAX I.D.#	OPTIONAL ADD'L INFO RE ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION		2g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S (ORIGINAL S/P OR ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME ELLISON FINANCIAL SERVICES					
OR	3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS 9865 S. PIONEER BLVD.		CITY SANTA FE SPRINGS	STATE CA	COUNTRY USA	POSTAL CODE 90670

4. THE FINANCING STATEMENT covers the following types or name of property:

ONE (1) **Olson CNC Lathe** MODEL# L-1438/658 SERIAL# 0144
WITH ALL ATTACHMENTS AND ACCESSORIES
 Equipped with: Lap 4, Transformer, User Task 8,
 Tool Path Graphics, Color CRT, High Pressure
 Coolant, Tooling Touch Setter, Chip Conveyor,
 66 PSI Hydraulic System, Tool Along Tailstock,
 64 Tool Offsets.

5. LHWLR <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) if collateral already subject to a security interest or another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required) <input type="checkbox"/> Debtor's signature <input type="checkbox"/> Debtor's name <input type="checkbox"/> Debtor's name and address <input type="checkbox"/> Debtor's name and address and telephone number <input type="checkbox"/> Debtor's name and address and telephone number and e-mail address <input type="checkbox"/> Debtor's name and address and telephone number and e-mail address and fax number <input type="checkbox"/> Debtor's name and address and telephone number and e-mail address and fax number and business hours <input type="checkbox"/> Debtor's name and address and telephone number and e-mail address and fax number and business hours and website <input type="checkbox"/> Debtor's name and address and telephone number and e-mail address and fax number and business hours and website and social media <input type="checkbox"/> Debtor's name and address and telephone number and e-mail address and fax number and business hours and website and social media and other information	7. If filed in Florida (check one) <input type="checkbox"/> Documentary <input type="checkbox"/> Documentary name <input type="checkbox"/> Documentary name and address <input type="checkbox"/> Documentary name and address and telephone number <input type="checkbox"/> Documentary name and address and telephone number and e-mail address <input type="checkbox"/> Documentary name and address and telephone number and e-mail address and fax number <input type="checkbox"/> Documentary name and address and telephone number and e-mail address and fax number and business hours <input type="checkbox"/> Documentary name and address and telephone number and e-mail address and fax number and business hours and website <input type="checkbox"/> Documentary name and address and telephone number and e-mail address and fax number and business hours and website and social media <input type="checkbox"/> Documentary name and address and telephone number and e-mail address and fax number and business hours and website and social media and other information
6. REQUIRED SIGNATURE(S)  LESSEE	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) in the REAL ESTATE RECORDS. Attach Address(es) <input type="checkbox"/> If applicable 9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

1A Mailing Address Morris Material Handling

Filing Number - 01857934

1B City, State, Zip Code 315 W. Forest Hill Avenue

Filed - 06/28/1999 - 08:00 AM

1C Social Security or Federal Tax ID No. Oak Creek, WI 53154

Page 1 of 2 Wisconsin Dept of Financial Institutions

2. Additional Debtor (If Any) (Legal Name Of Entity Or Last Name If An Individual) First Name Middle Initial

2A Mailing Address

2B City, State, Zip Code

2C Social Security or Federal Tax ID No.

3. Additional Debtor (If Any) (Legal Name Of Entity Or Last Name If An Individual) First Name Middle Initial

3A Mailing Address

3B City, State, Zip Code

3C Social Security or Federal Tax ID No.

16. Insein Submitter Account Number 16-2776 SUBMITTER ACCOUNT NUMBER

4. Secured Party Name Master Graphics, Inc. Address 810 W. Badger Rd City, State, Zip Code Madison, WI 53713

17. Assignee Of Secured Party (If Any) Name Address City State Zip Code

5. File With [X] Department of Financial Institutions [] Reg. of Deeds of _____ County

6. Number of Additional Sheets Presented: 1 (Attaching additional pages requires non standard fee)

7. This Financing Statement covers the following types (or items) of collateral and/or leased goods See attached 1 page

SEE ATTACHED

7A. Products of collateral are covered unless checked [] 7B. Products of collateral are covered unless checked []

8. If checked here [] the term "Debtor" refers to a "Lessee," the term "Secured Party" refers to a "Lessor" and this filing is made for informational purposes to provide notice of a perfected property interest in the personal property described in number 7.

12. If checked [] a "Continuing Business Relationship" (under s 409.404(1)(c) Wis. Stats., et seq.)

SIGNATURE OF SECURED PARTY OR ASSIGNEE OR ITS AGENT - TITLE Tom Mueckler - Director

13. Morris Material Handling NAME OF DEBTOR (IF ENTITY)

BY: [Signature] TITLE Proc. Manager

SIGNATURE OF INDIVIDUAL DEBTOR

SIGNATURE OF INDIVIDUAL DEBTOR

SIGNATURE OF INDIVIDUAL DEBTOR

- Signature of Secured Party permitted in lieu of Debtor's signature when applicable, you must check one of the following boxes: A. Collateral is subject to a security interest in another jurisdiction B. Other situations when Debtor's signature is not required

15. RETURN COMES TO

Master Graphics, Inc. 810 W. Badger Rd Madison, WI 53713

16. Tom Mueckler CONTACT PERSON 608-210-2738 PHONE NUMBER

NOTE: PLEASE COMPLETE #15 AND #16

Name Address City, State Zip Code

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

0 7 7 0 7 7 7 7

11. CHECK TO REQUEST SAME DESTOR SEARCH CERTIFICATE. (INSTRUCTION B.11)

1. DESTOR (IF PERSONAL) LAST NAME S. P. H. Crane & Hoist, Inc.		FIRST NAME		MI	1A. PREFIX	1B. SUFFIX
10. MAILING ADDRESS 2920 National Court				10. CITY, STATE Garland, Texas		1E. ZIP CODE 75041
2. ADDITIONAL DESTOR (IF PERSONAL) LAST NAME		FIRST NAME		MI	2A. PREFIX	2B. SUFFIX
20. MAILING ADDRESS				20. CITY, STATE		2E. ZIP CODE
3. ADDITIONAL DESTOR (IF PERSONAL) LAST NAME		FIRST NAME		MI	3A. PREFIX	3B. SUFFIX
30. MAILING ADDRESS				30. CITY, STATE		3E. ZIP CODE
4. SECURED PARTY (IF PERSONAL) LAST NAME Shoppa's Material Handling, Inc.		FIRST NAME		MI		
4A. MAILING ADDRESS 525 Great Southwest Parkway				4B. CITY, STATE Arlington, Texas		4C. ZIP CODE 76011
5. ASSIGNEE OF SECURED PARTY (IF ANY) Toyota Motor Credit Corporation						
5A. MAILING ADDRESS P.O. Box 3457				5B. CITY, STATE Torrance, CA		5C. ZIP CODE 90510-3457
6. This FINANCING STATEMENT covers the following types or items of property. (If collateral is crops, futures, timber or minerals, read instruction B. 6-7.)						

One (1) New Toyota Forklift
Model: PC045
S/N: 12005

7. CHECK ONLY IF APPLICABLE	7A. <input type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. <input type="checkbox"/> THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS.	NUMBER OF ADDITIONAL SHEETS PRESENTED
8. CHECK APPROPRIATE BOX	8A. THIS FINANCING STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF THE DESTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL IN ACCORDANCE WITH INSTRUCTION B. 8 ITEM		<input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5)
9. SIGNATURE(S) OF DESTOR	THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)		
SIGNATURE(S) OF SECURED PARTY(S) S. P. H. Crane & Hoist, Inc. <i>[Signature]</i> Shoppa's Material Handling, Inc. <i>[Signature]</i>			
10. Return copy to:	NAME: Toyota Motor Credit Corporation ADDRESS: P.O. Box 3457 CITY: Torrance, CA STATE: 90510-3457 ZIP:		

SECY OF TEXAS
 FILED 9:00 AM
 3-9-95

1/27/86
X0022699

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. (1) Debtor(s) (Last Name First) and address last

MPH Crane Inc.
7660 West 3rd Street
Dayton, Ohio 45427

Secured Party (Last Name First) and address last
Harnischfeger Corporation
13400 Bishops Lane
Brookfield, Wisconsin
53005

For Filing Officer (Date, Time, Number, and Filing Office)

1/27/86 12:04PM 000076 P.C.C.
FINANCING STATEMENT
OFFICE OF THE SECRETARY OF STATE

This financing statement covers the following types (or types) of property: All of the following, which are now owned, or hereafter created, acquired by Debtor: (i) all inventories of new and used equipment, and all inventories of parts and accessories for any of the foregoing, acquired by Debtor from 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.

This statement is filed without the Debtor's signature to perfect a security interest in the property described herein which is already subject to a security interest in another jurisdiction. The property described herein is located in this state, which is proceeds of the original collateral in another jurisdiction in which the security interest was perfected. Proceeds of collateral are also covered. Mark to indicate whether the property described here is covered. No of additional sheets provided Filed with

MPH CRANE INC,

HARNISCHFEGGER CORPORATION

By _____
Signature of Debtor

By _____
Signature of Secured Party

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



12/16/94

SS

UNIFORM LEASE AGREEMENT FOR THE LEASING OF PERSONAL PROPERTY
C.R. 90060

LESSOR MM CRANE, INC 7660 W. THIRD STREET DAYTON, OH 45427	LESSOR A&T Capital Leasing Services, Inc. 550 Southgate Rd PO Box 8124 Framingham, MA 01701	OHIO SEC. OF STATE DIVISION OF REVENUE 60315 KENNEDY ALABAMA <i>ALH9566</i>
--	---	---

1. The lessee agrees to the following type of lease of property:

TOSHIBA 2540 COPIER J6410440, TOSHIBA AUTO DOC FEED U7434673, TOSHIBA SORTER/COLLATOR VE46200. This transaction is a true lease and is not intended by the parties as a secured transaction. Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property. Equipment/Lease No. 00438267

ASSIGNEE OF LESSOR

SL PD

Finance Lease
 Purchase of Equipment on the Installment
 Finance of Equipment on the Installment
 No. of additional items purchased:

2. Use of Property:

MM CRANE, INC. By: <i>X [Signature]</i> Signature of Lessee	Data File Services, Inc. & A&T Capital Leasing Services, Inc. Post Office Box 275 Van Nuys, CA 91408-0275 By: <i>[Signature]</i> Signature of Lessor
---	--

This FINANCING STATEMENT is presented in a filing office for filing pursuant to the Uniform Commercial Code. 3 Filing date (if any):

1 Debtor's legal name, type, and address:

MPH CRANE, INC
213 INDUSTRIAL DRIVE
FRANKLIN, OH 45505

2 Secured Party's name and address:

MELLON FIRST UNITED LEASING
100 CORPORATE NORTH
BANDOLINI, IL 60015

3 Filing Office Name, File Number and Filing Office:

OHIO SEC. OF STATE
02/27/97 09:00
032535 02279730101
AN43755

4 This financing statement covers the following types of collateral or property:

1 TOSHIBA COPIER 3220 ML319105, 1 TOSHIBA AUTO DOCUMENT FEEDER MR-3003
DM19545, 1 TOSHIBA 20 BIN SORTER MC-2002 RL331874, 1 COPIER STAND
THIS UCC-1 IS FILED TO GIVE NOTICE OF A TRUE LEASE BETWEEN THE PARTIES ABOVE
COVERING THE EQUIPMENT DESCRIBED ABOVE. P.O. # 447047

5 Any goods or services covered by this filing:

AN43755
2/27/97

By:

Signature of Debtor

By:

Signature of Secured Party

FILING OFFICE: OHIO SEC. OF STATE

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

The FINANCING STATEMENT is prepared in a filing office for filing pursuant to the Uniform Commercial Code

1. Maturity date (if any)

2. Debtor's Name, Firm and address

MPH CHANG, INC
213 INDUSTRIAL DRIVE
FRANKLIN, OH 45005

3. Secured Parties and addresses

FIRST UNITED LEASING CORP
100 WINDYBATE NORTH
NANAVENHURN, IL 60015

Per Filing Officer
OHIO SEC. OF STATE
0903796
028683 09039614501
AM99903

4. This financing statement covers the following types and details of property:

- 1 TOSHIBA 2540 CAPTAN JC641394
- 1 TOSHIBA MR-2002 AUTOMATIC DOCUMENT FEEDER UC673454
- 1 TOSHIBA NG-1001 SORTER VD677436
- 1 STAND
- 1 TOSHIBA TP-521 LASER FAX MACHINE 95040117

5. Assignments of Secured Party and Addresses

THIS UCC-1 IS FILED TO GIVE NOTICE OF A LEASE BETWEEN THE PARTIES ABOVE COVERING THE EQUIPMENT DESCRIBED ABOVE

P.O.# 3627549

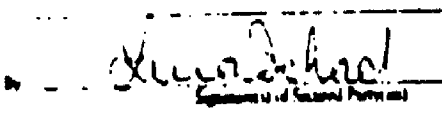
This document is filed without the debtor's signature to perfect a security interest in collateral which (1) if not

- already subject to a security interest in greater perfection when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of 1 covered are also covered Proceeds of 2 covered are also covered No. of additional filings presented

Filed with


Signature of Debtor


Signature of Secured Party

(1) FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-1

The Debtor is a transmitting utility as defined in ALA CODE 7-9-15(a).

No. of Additional Sheets Prepared

SENT is presented to a Filing Office for filing as a record of the Uniform Commercial Code

Return copy or recorded original to:

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Alabama
Sec. Of State
B 96-05124 FS
Date 6/20/96
Time 11:43 AM
File \$10.00
Env 9 \$1.00
Exhib \$1.00
Fees \$11.00

Pre-sold Asset # _____

Name and Address of Debtor (Last Name First if a Person)

Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Harnischfeger Corporation
25 West Park Circle
Birmingham, Alabama 35211

Social Security/Tax ID # _____

Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID # _____

Additional debtors on attached UCC-1

Name and Address of Secured Party (Last Name First if a Person)

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

Social Security/Tax ID # _____

Additional secured parties on attached UCC-1

FILED WITH:

Secretary of State

Name and Address of Secured Party (IF ANY) (Last Name First if a Person)

National Bank of Commerce of Birmingham
P. O. Box 10686
Birmingham, Alabama 35202

The Financing Statement Covers the Following Types (or Name) of Property

Personal property which is leased by Secured Party to Debtor and is not owned by Debtor under and pursuant to a certain Lease Agreement dated June 14, 1996 between Debtor as Lessee and Secured party as Lessor, ~~which is a security transaction~~ ~~and not intended by the parties as a security transaction.~~ This transaction is a lease and not intended by the parties as a security transaction. Filing is only made by the parties as a matter of public record.

5A. Enter Codes from back of Form that Best Describe the Collateral Covered by This Filing

One (1) 1997 Ford F150 Supercab 1FTDX1761VNA92792

Check X if covered. Products of Collateral are also covered

This statement is filed without the debtor's signature to perfect a security interest in collateral (check X if not)

- already subject to a security interest in another jurisdiction when it was brought into this state
- already subject to a security interest in another jurisdiction when debtor's location changed to this state
- which is proceeds of the original collateral described above in which a security interest is perfected
- acquired after a change of name, identity or corporate structure of debtor
- as to which the filing has lapsed

7. Complete only when filed with the Judge of Probate
The initial indebtedness secured by this financing statement is \$ _____
Mortgage rate due (15% per \$100.00 or fraction thereof) \$ _____

This financing statement covers debt to be due, owing, or incurred and to be added or added in the real estate mortgage records (check this real estate and if debtor does not have an interest of record, give name of record owner in Box 8)

Signature of Secured Party (Required only if filed without debtor's signature - see Box 6)

Signature of Debtor

Birmingham Crane & Hoist, Inc. a wholly-owned subsidiary of Harnischfeger Corporation
Type name of individual or business

Signature of Secured Party or Assignee
First Commerce Leasing Corporation
Type name of individual or business

51 FILING OFFICER COPY - ALABAMA

52 FILING OFFICER COPY - ALABAMA

53 FILE COPY RETURN

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1
Approved by The Secretary of State of Alabama

The Debtor is a transferee entity as defined in ALA CODE 7-9-102(a)
Return copy or recorded original to:

No. of Additional Sheets Presented

This FINANCING STATEMENT is prepared to a Filing Office or being returned to the Uniform Commercial Code

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

1 First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

Alabama
Sec. Of State
B 96-26124 AS
Date 11/25/96
Time 4:19 PM
File \$5.00
Expd \$.00
Exns \$.00
Fees \$.00
\$5.00

Pre-paid Act. #

2 Name and Address of Debtor Last Name First & Person

Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Harnischfeger Corporation
25 West Park Circle
Birmingham, Alabama 35211

Social Security/Tax ID #

2A Name and Address of Debtor (if ANY) Last Name First & Person

Social Security/Tax ID #

Additional debtors on attached UCC-1

3 NAME AND ADDRESS OF SECURED PARTY(Last Name First & Person)

National Bank of Commerce of Birmingham
P.O. Box 10686
Birmingham, Alabama 35202

Social Security/Tax ID #

FILED WITH

Secretary of State

4 ADDRESS OF SECURED PARTY (if ANY) Last Name First & Person

First Commercial Bank
P.O. Box 11746
Birmingham, Alabama 35202

Additional secured parties on attached UCC-1

5 This statement refers to original Financing Statement bearing file No. B 96-26124 FS
Filed with Secretary of State Date Filed 06/20 1996

- 6 Continuation The original financing statement between the foregoing Debtor and Secured Party bearing file number shown above, is still effective
- 7 Termination Secured Party no longer claims a security interest under the financing statement bearing the file number shown above
- 8 Partial or Full The Secured Party's right under the financing statement bearing file number shown above to the property described in item 11 or to an of the property voted on the file, is assigned to the assignee whose name and address appears in item 4
- 9 Assignment Financing statement bearing file number shown above is amended as set forth in item 11
- 10 Partial Secured Party releases the collateral described in item 11 from the financing statement bearing the number shown above
- 11 Release

11A Enter Codes From Back of Form That Best Describe The Collateral Covered By This Form:

Check X if covered Products of Collateral are also covered

Signature(s) of Debtor(s)

Signature(s) of Debtor(s) necessary only if item 5 is applicable

Type Name of individual or Business

Signature of Secured Party(s)
NB KAL VP
Signature of Secured Party(s)
National Bank of Commerce of Birmingham
Type Name of individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL

(3) FILED BY FILER COPY - UNRECORDED
(4) FILE COPY - SECURED

(5) FILE COPY BY STORES

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1
Approved by The Secretary of State of Alabama

The Debtor is a nonresident entity as defined in ALA CODE 7-6-123(a)

No. of Additional Sheets Presented

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

55

1. Return copy or recorded original to:

R. H. Walston
P. O. Box 830642
Birmingham, AL 35283 ✓

THE SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Alabam
Sec. of State
B 92-2784 F5
Date 7/26/92
Time 1:00 PM
File # 910-08800
Lending Office # 91-000
\$11.00

Pre-paid Advt. \$

2. Name and Address of Debtor

Last Name First & Percent

Double S Enterprises, Inc. (doing business as
P. O. Box 59235
Birmingham, AL 35259

Birmingham
Crane &
Hoist

Social Security/Tax ID # 63-0932648

3A. Name and Address of Debtor (if ANY)

Last Name First & Percent

Social Security/Tax ID #

Additional debtors on attached UCC-1

3. SECURED PARTY (Last Name First & Percent)

The Industrial Development Board
of the City of Birmingham
City Hall
Birmingham, AL 35203
Social Security/Tax ID # 52-1301031

4. ADDRESSEE OF SECURED PARTY (if ANY)

(if ANY)

Last Name First & Percent

AmSouth Bank N.A., P.O. Box 11426,
Birmingham, AL 35202, as trustee
under a Mtg. and Ind. of Trust,
dated 6/15/92, from the Secured
Party

Additional secured parties on attached UCC-1

5. The Financing Statement Covers the Following Types (or Items) of Property:

All equipment acquired with the proceeds of the Secured Party's \$500,000 Industrial Development Revenue Bonds (Double S Enterprises, Inc. Project) dated June 15, 1992 or with funds paid or contributed by the Debtor pursuant to the Lease Agreement dated as of June 15, 1992 between the Secured Party and the Debtor, including without limitation an overhead crane and runway, and a telephone system, together with all substitutions for and renewals and replacements of the said equipment and the proceeds of said equipment.

Enter Credits From Book of Form That Best Describe The Category Covered By This Filing
3 0 0

Check if covered Products of Oilfield are also covered

- This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if not)
- already subject to a security interest in another jurisdiction when it was brought into this state.
- already subject to a security interest in another jurisdiction when debtor's location changed to this state.
- which is proceeds of the original collateral described above in which a security interest is perfected.
- acquired after a change of name, identity or corporate structure of debtor
- as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate. The initial indebtedness secured by this financing statement is \$ _____

Mortgage tax due (10¢ per \$100 or fraction thereof) \$ _____

8. This financing statement covers timber to be cut, crops, or fixtures and is to be cross-indexed in the real estate mortgage records (describe real estate and if debtor does not have an interest of record, give name of record owner in Box 6)

Signatures of Secured Parties (Required only if filed without Debtor's Signature - see Box 6)

Signature of Debtor
John H. Walston
Signature of Debtor
DOUBLE S ENTERPRISES, INC.
Type Name of Individual or Business

Signature of Secured Party or Parties
James A. Rail
Signature of Secured Party or Parties
THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF BIRMINGHAM
Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY - ACKNOWLEDGMENT
(4) FILE COPY - SECURED PARTIES

(5) FILE COPY BEST COPY

STANDARD FORM - USE ONLY COMMERCIAL CODE - FORM UCC-1
Approved by The Secretary of State of Alabama

The Debtor is a financing utility as defined in ALA CODE 7-8-186(a)

No. of Additional Sheets Presented

The FINANCING STATEMENT is presented in a filing office in filing pursuant to the Uniform Commercial Code **VRR 80-8574**

Return only or recorded original to

THIS SPACE FOR USE OF FILING OFFICER Date, Time Number & Filing Office

ArSouth Bank of Alabama
Attn: Renee Looney/Corp Trust Admin
P. O. Box 11426
Birmingham, Alabama 35202

Alabama
Sec. Of State
B 92-23984 CS
Date 6/03/92
Time 4:00 PM
File \$10.00
Expn \$1.00
Exm \$1.00
Fovr \$1.00
\$11.00

Pre-paid Asset #

Name and Address of Debtor (Last Name First if a Person)
Double S. Enterprises, Inc. (doing business as Birmingham Crane & Hoist)
P. O. Box 59235
Birmingham, AL 35259

Social Security/Tax ID #
BA. Name and Address of Debtor (if diff) Last Name First if a Person

Social Security/Tax ID #

FILED WITH

Additional debtors on attached UCC-1
NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

4. ASSIGNEE OF SECURED PARTY (if diff) Last Name First if a Person

ArSouth Bank of Alabama (formerly ArSouth Bank N.A.)
P. O. Box 11426, Birmingham, AL 35202, as trustee under a Mtg. and Inv. of Trust, dated 6/15/92, from the Secured Party

Social Security/Tax ID #

Additional secured parties on attached UCC-1

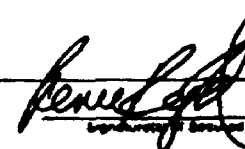
This statement refers to original financing statement bearing file no. B 92-23984
Filed with Secretary of State of Alabama Date Filed 7/6/92

- 6 Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective
- 7 Termination Secured Party no longer claims a security interest under the financing statement bearing the file number shown above
- 8 Partial or Full The Secured Party's right under the financing statement bearing the number shown above to the property described in item 11 or to all of the property listed on this fee, is assigned to the assignee whose name and address appears in item 4
- 9 Amendment Financing statement bearing file number shown above is amended as set forth in item 11
- 10 Partial Release Secured Party releases the collateral described in item 11 from the financing statement bearing file number shown above
- 11 Release

11A Enter Codes From Back of Form That Best Describe The Collateral Covered By This Filing

Check if covered Products of collateral are also covered

Signature(s) of Debtor(s)
Signature(s) of Debtor(s) (necessary only if item 6 is applicable)
Type Name of Individual or Business


Renee Looney, Asst Vice President and Corporate Trust Officer
Signature of Secured Party
ArSouth Bank of Alabama (formerly ArSouth Bank N.A.)
Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL (2) FILING OFFICER COPY - ACKNOWLEDGMENT (3) FILING OFFICER COPY - REFERENCE (4) FILING OFFICER COPY - RETURNED TO FILER
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-3 Approved by The Secretary of State of Alabama

The Debtor is a financing utility as defined in ALA CODE 7-6-102(a).
1. Return copy or recorded original to:

No. of Additional Sheets Presented

This FINANCING STATEMENT is presented to a Filing Officer in filing pursuant to the Uniform Commercial Code.

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

R. H. Walston
P. O. Box 830642
Birmingham, AL 35283 ✓

Alabama
Sec. of State
92-27765
Date 7/28/92
Time 1:57 PM
File # 10-08800
Lump Sum \$ 0.00
Fees \$ 11.00

Pre-paid Asset # _____
2. Name and Address of Debtor (Last Name First if a Person)
Double S Enterprises, Inc. (doing business as Birmingham Crane & Hoist)
P. O. Box 59235
Birmingham, AL 35259

Social Security/Tax ID # 63-0932648
3A. Name and Address of Debtor (if ANY) (Last Name First if a Person)

Social Security/Tax ID # _____

Additional debtors on attached UCC-2
3. SECURED PARTY (Last Name First if a Person)

AmSouth Bank N.A.
P. O. Box 11426
Birmingham, AL 35202

Social Security/Tax ID # 63-0073530

Additional secured parties on attached UCC-2

4. ASSIGNEE OF SECURED PARTY (if ANY) (Last Name First if a Person)

5. The Financing Statement Covers the Following Types of Items of Property:

All rights of the Debtor pursuant to the Lease Agreement dated as of June 15, 1992 between The Industrial Development Board of the City of Birmingham and the Debtor, and the proceeds of said leasehold rights.

6A. Gross Cashed From Book of Form This Book Contains The Collected Covered By This Filing	
200	---
700	---
---	---
---	---
---	---
---	---
---	---
---	---

- Check X if covered. Products of Collateral are also covered.
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X if not)
- already subject to a security interest in another jurisdiction when it was brought into this state.
 - already subject to a security interest in another jurisdiction when debtor's location changed to this state.
 - which is proceeds of the original collateral described above in which a security interest is perfected.
 - acquired after a change of name, identity or corporate structure of debtor.
 - as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:
The total indebtedness secured by this financing statement is \$ _____
Mortgage tax due (10¢ per \$100.00 or fraction thereof) \$ _____

8. This financing statement covers debtors to be not, drop, or secure and it is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 6)

Signature of Secured Party (Required only if filed without Debtor's Signature - see Box 6)

Signature of Debtor
[Signature]
Signature of Debtor
DOUBLE S ENTERPRISES, INC.
Type Name of Individual or Business

Signature of Secured Party (Required only if filed without Debtor's Signature - see Box 6)
[Signature] Vice President
Signature of Secured Party (if Assignor)
AM SOUTH BANK N.A.
Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL (2) FILING OFFICER COPY - ACKNOWLEDGMENT (3) FILING OFFICER COPY - NUMERICAL (4) FILING COPY - SECOND PARTY (5) FILING COPY DESTROYED STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-7 Approved by The Secretary of State of Alabama

The Debtor is a transmitting utility as defined in ALA CODE 7-9-1982a.
Return copy or recorded original to

No. of Additional Sheets Presented

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

VRR 80-8574

AmSouth Bank of Alabama
Attn: Renee Looney/Corp Trust Admin
P. O. Box 11426
Birmingham, Alabama 35202

THIS SPACE FOR USE OF FILING OFFICE
Date Time Number & Filing Office

Alabama
Sec. Of State
B 92-23985 CS
Date 6/09/92
Time 3:59 PM
Filio \$10.00
ExDd \$.00
ExNm \$1.00
ExOrw \$.00
\$11.00

Pre-paid Acct. #

1. Name and Address of Debtor

(Last Name First if a Person)

Double S. Enterprises, Inc. (doing business as Birmingham Crane & Hoist)
P. O. Box 59235
Birmingham, Al 35259

Social Security/Tax ID #

2A. Name and Address of Debtor

(if ANY)

(Last Name First if a Person)

Social Security/Tax ID #

Additional debtors on attached UCC-1

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

AmSouth Bank of Alabama (formerly AmSouth Bank N.A.)
P. O. Box 11426
Birmingham, Al 35202

Social Security/Tax ID #

Additional secured parties on attached UCC-1

5. This statement refers to original Financing Statement bearing File No. B 92-23985

Filed with Secretary of State of Alabama

Date Filed 7/6/92

6. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective

7. Termination Secured Party no longer claims a security interest under the financing statement bearing the file number shown above

8. Partial or Full The Secured Party's right under the financing statement bearing file number shown above to the property described in item 11 or to all of the property listed on this file, is assigned to the assignee

9. Assignment, where name and address appears in item 4

10. Assignment Financing statement bearing file number shown above is amended as set forth in item 11

11. Partial Secured Party releases the collateral described in item 11 from the financing statement bearing file number shown above

11A. Error Codes from Book of Form That Best Describes The Collateral Covered By This Filing

Check if covered Products of Collateral are also covered

Signature of Debtor(s)

Signature of Debtor(s) (necessary only if item 8 is applicable)

Type Name of Individual or Business

Renee Looney
Signature of Secured Party
Asst Vice President and Corporate Trust Officer

Signature of Secured Party
AmSouth Bank of Alabama (formerly AmSouth Bank N.A.)

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL

(2) FILING OFFICER COPY - ALPHABETICAL

(3) FILING OFFICER COPY - ALPHABETICAL

(4) FILING OFFICER COPY - ALPHABETICAL

(5) FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-9

Approved by The Secretary of State of Alabama

The Debtor is a transferee UCC, as defined in ALA CODE T.O. 1994.

No. of Additional Sheets Presented

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

1. Return copy of recorded original to:

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

Alabama
Sec. of State
B 96-38721 FS
Date 5/16/96
Time 10:35 AM
File \$10.00
Exp. \$1.00
Ertn \$1.00
Fees \$8.00
\$12.00

Pre-paid Acct. #

2. Name and Address of Debtor (Last Name First if a Person)
Birmingham Crane & Hoist, Inc. a wholly-owned subsidiary of Harnischfeger Corp.
25 West Park Circle
Birmingham, Alabama 35211

Social Security/Tax ID #

3A. Name and Address of Debtor (if ANY) (Last Name First if a Person)

Social Security/Tax ID #

Additional debtors on attached UCC-2

FILED WITH

Secretary of State

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

4. AGENT OF SECURED PARTY (if ANY) (Last Name First if a Person)

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

First Commercial Bank
P. O. Box 11746
Birmingham, Alabama 35202-1746

Social Security/Tax ID #

Additional secured parties on attached UCC-2

5. The Financing Statement Covers the Following Types (or Items) of Property:

Personal property which is leased by Secured Party to Debtor and is not owned by Debtor under and pursuant to a certain Lease Agreement dated April 1, 1996 between Debtor as Lessee and Secured party as Lessor, which personal property is described on Schedule A hereto. This transaction is a lease and not intended by the parties as a security transaction. Filing is only made by the parties as a matter of public record.

MA Error Correct From Book of Form That Debtor Has The Collateral Covered By The Form

Check if covered: Products of Collateral are also covered

6. This statement is filed without the Debtor's signature to perfect a security interest in collateral (check if not)

- already subject to a security interest in another jurisdiction when it was brought into this state
- already subject to a security interest in another jurisdiction when debtor's location changed to this state
- which is proceeds of the original collateral described above in which a security interest is perfected
- acquired after a change of name, identity or corporate structure of debtor
- as to which the filing has lapsed

7. Complete only when filing with the Judge of Probate
The total indebtedness secured by this financing statement is \$ _____

Mortgage tax due (10% per \$100.00 or fraction thereof) \$ _____

8. This financing statement covers timber to be cut, crops, or fixtures and is to be recorded in the real estate mortgage records (Describe real estate and if debtor does not have an interest at record, give name of record owner in Box 3)

Signatures of Secured Parties (Required only if filed without Debtor's signature - see Box 6)

Signature of Debtor

Birmingham Crane & Hoist, Inc. wholly-owned subsidiary of Harnischfeger Corp
Type Name of Individual or Business

(1) FILED OFFICER COPY - ALPHABETICAL
(2) FILED OFFICER COPY - NUMERICAL

(3) FILED OFFICER COPY - ACKNOWLEDGMENT
(4) FILE COPY - ORIGINAL

(5) FILE COPY - RETURN

Signature of Secured Party or Assignee

Lease Administrator

First Commerce Leasing Corporation
Type Name of Individual or Business

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1
Approved by The Secretary of State of Alabama

**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"

<u>QTY</u>	<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBERS</u>
1		1996 FORD F-350 TRUCK X35 SUPERCAB 155.0" WB DRW VIN# 1FDJX35G9TEB72201 COLOR: OXFORD WHITE	
1		TRUCK TO INCLUDE THE FOLLOWING ADDITIONS: KNAPHEIDE MODEL 696D54C SERVICE BODY WITH STRAIGHT TREADPLATE BUMPER RECEIVER TYPE HITCH W/2 5/16" AND 2" BALL ELEC. BRAKE HOOK-UP W/WAY PLUG BACK-UP ALARM SN: 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

DATE: 4/1/96

LESSOR: FIRST COMMERCE LEASING CORPORATION

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

BY: Linda Barnett

BY: John [Signature]

TITLE: Treasurer/Exec. Dir.

TITLE: VP

Alabama
Sec. of State
Date: 9/18/96
Time: 10:36 AM
File \$10.00
Exp \$1.00
Exns \$1.00
Form \$.00

\$12.00

The Debtor is a transacting entity as defined in ALA CODE 7-9-102(a)

No. of Additional Sheets Presented

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

Alabama
Sec. of State
B 96-38723 FS
Date 9/18/96
Time 11:03 AM
File \$10.00
Exp. \$1.00
Exam \$1.00
Form \$1.00
\$12.00

Pre-paid Ass't \$

2. Name and Address of Debtor (Last Name First if a Person)

Birmingham Crane & Hoist, Inc. a wholly-owned subsidiary of Harnischfeger Corp.
25 West Park Circle
Birmingham, Alabama 35211

Social Security/Tax ID #

3a. Name and Address of Debtor (if ANY) (Last Name First if a Person)

Social Security/Tax ID #

Additional debtors on attached UCC-1

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

Social Security/Tax ID #

Additional secured parties on attached UCC-1

FILED WITH

Secretary of State

4. ADDRESS OF SECURED PARTY (if ANY) (Last Name First if a Person)

First Commercial Bank
P. O. Box 11746
Birmingham, Alabama 35202-1746

5. The Financing Statement Covers the Following Types (or Name) of Property:

Personal property which is leased by Secured Party to Debtor and is not owned by Debtor under and pursuant to a certain Lease Agreement dated April 1, 1996 between Debtor as Lessee and Secured party as Lessor, which personal property is described on Schedule A hereto. This transaction is a lease and not intended by the parties as a security transaction. Filing is only made by the parties as a matter of public record.

5a. Enter Codes From Back of Form That Best Describe The Collateral Covered By This Filing

Check X if covered Products of Computers are also covered

- This statement is filed without the debtor's signature to perfect a security interest in collateral which is:
 - already subject to a security interest in another jurisdiction when it was brought into this state
 - already subject to a security interest in another jurisdiction when debtor's location changed to this state
 - which is proceeds of the original collateral described above in which a security interest is perfected
 - acquired after a change of name, identity or corporate structure of debtor
 - as to which the filing has expired

7. Complete only when filing with the Judge of Probate
The initial indebtedness secured by this financing statement is \$ _____
Mortgage tax due (1% per \$100.00 or fraction thereof) \$ _____

8. This financing statement covers timber to be cut, grown, or harvested and is to be used in the real estate mortgage records. Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 9.

Signature(s) of Secured Party(s)
(Required only if filed without Debtor's Signature - see Box 9)

[Signature]
Birmingham Crane & Hoist, Inc. a wholly-owned subsidiary of Harnischfeger Corp.
Type Name of Individual or Business

[Signature]
First Commerce Leasing Corporation
Type Name of Individual or Business

(1) FILED COPY - ALABAMA
(2) FILED OFFICER COPY - ALABAMA

(3) FILING OFFICER COPY - ACKNOWLEDGMENT
(4) FILE COPY - SECURED

(5) FILE COPY - DEBTOR

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1
Approved by The Secretary of State of Alabama

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"

QTY	ITEM #	DESCRIPTION	SERIAL NUMBERS
1		1996 FORD F-350 TRUCK X35 SUPERCAB 155.0" WB DRW VIN# 1FDJK35G2TEB72203 COLOR: OXFORD WHITE	
1		TRUCK TO INCLUDE THE FOLLOWING ADDITIONS: KNAPHEIDE MODEL 696D54C 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 SN: 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 CORPORATION

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

BY: Linda Barnett

BY: John [Signature]

TITLE: Treasurer & Exec. Dir.

TITLE: VP

Stamp: Alabama Sec. of State, Date: 9/12/96, Time: 11:03 AM, Fee: \$12.00, Exp: \$1.00, Form: \$9.00

\$12.00

The Debtor is a transmitting utility as defined in ALA CODE 7-6-1060.

No. of Additional Sheets Proposed

The FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Return copy or recorded original to:
First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Alabama
Sec. of State
B 96-53662 AS
Date 3/11/97
Time 12:16 PM
File \$3.00
Expd \$1.00
Extra \$0.00
Fees \$0.00
\$6.00

Pre-paid Acct # _____
2. Name and Address of Debtor (Last Name First if a Person)
Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Harnischfeger Corporation
25 West Park Circle
Birmingham, Alabama 35211

3A. Name and Address of Debtor (if ANY) (Last Name First if a Person)

Additional debtors on attached UCC-1

FILED WITH
Secretary of State

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)
First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

4. ASSIGNEE OF SECURED PARTY (if ANY) (Last Name First if a Person)
First Commercial Bank
P.O. Box 11746
Birmingham, Alabama 35202-1746

Additional secured parties on attached UCC-1

5. The statement refers to original Financing Statement bearing File No. B 96-53662 FS
Filed with Secretary of State Date Filed 12/25 1996

- 6. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the number shown above, is still effective
- 7. Term-note Secured Party no longer claims a security interest under the financing statement bearing the file number shown above
- 8. Partial or Full Assignment The Secured Party's right under the financing statement bearing the number shown above to the property described in Item 11 or to all of the property listed on the file, is assigned to the assignee whose name and address appears in Item 4
- 9. Amendment Financing statement bearing file number shown above is amended as set forth in Item 11
- 10. Partial Release Secured Party releases the collateral described in Item 11 from the financing statement bearing the number shown above

11A. Enter Codes From Book of Forms That Best Describes The Collateral Covered By This Filing

Check X if covered Products of Collateral are also covered

Signature of Debtor

Signature of Debtor (necessary only if Item 6 is applicable)

Type Name of Individual or Business

Linda Barnett, Treasurer/Executive

Signature of Secured Party
First Commerce Leasing Corporation

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL (2) FILING OFFICER COPY - ALPHABETICAL ORDER BY (3) FILING OFFICER COPY - ALPHABETICAL (4) FILE COPY - SECURED (5) FILE COPY - DEBTOR (6) STANDARD FORMS - UNIFORM COMMERCIAL CODE - FORM UCC-1 Approved by The Secretary of State of Alabama

**LESSEE: BIRMINGHAM CRANE & HOIST, INC., A WHOLLY-OWNED
SUBSIDIARY OF HARNISCHFEGER CORPORATION
25 WEST PARK CIRCLE
BIRMINGHAM, ALABAMA 35211**

**LESSOR: FIRST COMMERCE LEASING CORPORATION
2496 ROCKY RIDGE ROAD
BIRMINGHAM, ALABAMA 35243**

Alabama Sec. of State
B 96-53662 AB
Date 12/23/96
Time 1:42 PM
File \$10.00
Expd \$1.00
Fxn \$0.00
Form \$9.00
\$11.00

SCHEDULE "A"

QTY	ITEM #	DESCRIPTION	SERIAL NUMBERS
		FORD TRUCK DESCRIBED AS FOLLOWS:	
1		1997 FORD F-350 TRUCK X35 SUPERCAB VIN # 1FDJK35FVKA76829 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 WEL, AIR CONDITIONER, BRIGHT RECREATIONAL MIRRORS COLOR: OXFORD WHITE	
1		TRUCK TO INCLUDE THE FOLLOWING ADDITIONS: KNAPHEIDE MODEL 696DS4C 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: 12/23/96

DATE: ● 10-29-96

LESSOR: FIRST COMMERCE LEASING CORPORATION

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

BY: Linda Barnett

BY: ● Mel [Signature] Alabama Sec. of State

TITLE: Treasurer/Exec. Dir.

TITLE: ● V.P. Operations
B 96-53662 AB
Date 3/11/97
Time 12:15 PM

File \$5.00
Expd \$1.00
Fxn \$0.00
Form \$5.00

\$6.00

The Debtor is a franchising entity as defined in ALA CODE 7-9-102(a)
1 Return copy or recorded original is:

No. of Additional Sheets Prepared

This FRANCHISING STATEMENT is presented to a Filing Officer to be filed pursuant to the Uniform Commercial Code

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

Alabama
Sec. Of State
B 96-53662 FS
Date 12/28/96
Time 1:42 PM
File \$10.00
Exch \$1.00
Exam \$2.00
Fees \$6.00
\$11.00

Pre-paid Asset #

2 Name and Address of Debtor (Last Name First if a Person)

Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Harnischfeger Corporation
25 West Park Circle
Birmingham, Alabama 35211

Social Security/Tax ID #

2A Name and Address of Debtor (if ANY) (Last Name First if a Person)

Social Security/Tax ID #

Additional debtors on attached UCC-1

3 NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

Social Security/Tax ID #

Additional secured parties on attached UCC-1

FILED WITH:

Secretary of State

4 ASSIGNEE OF SECURED PARTY (if ANY) (Last Name First if a Person)

5 The Financing Statement Covers the Following Types for Items of Property:

Personal property which is leased by Secured Party to Debtor and is not owned by Debtor under and pursuant to a certain Lease Agreement dated October 28, 1996 between Debtor as Lessee and Secured Party as Lessor, which personal property is described on Schedule A hereto. This transaction is a lease and not intended by the parties as a security transaction. Filing is only made by the parties as a matter of public record.

6A Enter Codes from Back of Form That Best Describe The Collateral Covered By This Filing

Check X if covered Proceeds of Collateral are also covered

8 This statement is filed without the debtor's signature to perfect a security interest in collateral (check X if not)

- already subject to a security interest in another jurisdiction when it was brought into this state
- already subject to a security interest in another jurisdiction when debtor's location changed to this state
- which is proceeds of the original collateral described above in which a security interest is perfected
- acquired after a change of name, identity or corporate structure of debtor
- as to which the filing has lapsed

7 Complete only when filing with the Judge of Probate
The total indebtedness secured by this financing statement is \$

Mortgage to: due 1150 per \$100.00 or fraction thereof \$

9 This financing statement covers better to be oil, gas, or other and is to be used indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record give name of record owner in Box 9)

Signature of Secured Party(s)
(Required only if filed without debtor's signature -- see Box 8)

Linda Barnett, Treas./Ex. Dir.
Signature of Secured Party(s) or Assignee

Signature of Secured Party(s) or Assignee
First Commerce Leasing Corporation

Type Name of Individual or Business

[Signature]
Signature of Debtor
Birmingham Crane & Hoist, Inc.,
a wholly-owned subsidiary of Harnischfeger Corp.
Type Name of Individual or Business

(1) FILE OFFICER COPY - ALPHABETICAL
(2) FILE OFFICER COPY - NUMERICAL

(3) FILE OFFICER COPY - ASSIGNMENT
(4) FILE COPY - SECURED

(5) FILE COPY (OTHER)

STANDARD FORM - UNIFORM COMMERCIAL CODE FORM UCC-1
Approved by The Secretary of State of Alabama

LESSEE: BIRMINGHAM CRANE & HOIST, INC., A WHOLLY-OWNED
SUBSIDIARY OF HARNISCHFEGER CORPORATION
25 WEST PARK CIRCLE
BIRMINGHAM, ALABAMA 35211

LESSOR: FIRST COMMERCE LEASING CORPORATION
2496 ROCKY RIDGE ROAD
BIRMINGHAM, ALABAMA 35243

State: AL
B No: 12-29-96
Date: 12-23-96
Time: 1:42 PM
File: 8888
Exhib: 1
Form: 9.8

\$11.00

SCHEDULE "A"

QTY	ITEM #	DESCRIPTION	SERIAL NUMBERS
		FORD TRUCK DESCRIBED AS FOLLOWS:	
1		1997 FORD F-350 TRUCK X35 SUPERCAB VIN # 1FDJX35FVEA76829 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	
1		TRUCK TO INCLUDE THE FOLLOWING ADDITIONS: 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: 12/23/96

DATE: 10-29-96

LESSOR: FIRST COMMERCE LEASING CORPORATION

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

BY: Linda Barnett

BY: [Signature]

TITLE: Treasurer/Exec. Dir.

TITLE: V.P. Operations

The Debtor is a transmitting utility as defined in ALA CODE 7-6-156(a).
Return copy or recorded original to:

No. of Additional Sheets Proposed

The FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

THIS SPACE FOR USE OF FILING OFFICER
Date Time Number & Filing Office

1 Name and Address of Debtor
First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

File paid Asset #

Alabama
Sec. Of State
B 97-34158 FS
Date 8/14/97
Time 11:30 AM
File \$10.00
Expn \$1.00
Exam \$3.00
Fees \$11.00

2 Name and Address of Debtor (Last Name First if a Person)

Birmingham Crane & Hoist, Inc.
25 West Park Circle
Birmingham, Alabama 35211

Social Security/Tax ID #

2A Name and Address of Debtor (if ANY) (Last Name First if a Person)

Social Security/Tax ID #

Additional debtors on attached UCC-E

3 NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

Social Security/Tax ID #

Additional secured parties on attached UCC-E

FILED WITH

Secretary of State

4 ASSIGNEE OF SECURED PARTY (if ANY) (Last Name First if a Person)

First Commercial Bank
P.O. Box 11746
Birmingham, Alabama 35202-1746

5 The Financing Statement Covers the Following Types (or name) of Property:

Personal property which is leased by Secured Party to Debtor and is not owned by Debtor under and pursuant to a certain Lease Agreement dated July 23, 1997 between Debtor as Lessee and Secured Party as Lessor, which personal property is described on Schedule A hereto. This transaction is a lease and not intended by the parties as a security transaction. Filing is only made by the parties as a matter of public record.

6A Error Codes From Back of Form That Best Describe The Contents Covered By This Form

Check X if covered Proceeds of Collateral are also covered.

6 This statement is filed without the debtor's signature to perfect a security interest in collateral (check X if not)

- already subject to a security interest in another jurisdiction when it was brought into this state
- already subject to a security interest in another jurisdiction when debtor's location changed to this state
- which is proceeds of the original collateral described above in which a security interest is perfected
- acquired after a change of name, identity or corporate structure of debtor
- as to which the filing has lapsed

7 Complete only when filing with the Judge of Probate
The initial whereabouts secured by the financing statement is \$ _____

Mortgage tax due (15% per \$100.00 or fraction thereof) \$ _____

8 This financing statement covers timber to be cut, crop, or future and is to be recorded in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record give name of record owner in Box 9)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's signature -- see Gov 6)

Signature of Debtor
John H. ...
Birmingham Crane & Hoist, Inc.
Type Name of Individual or Business

Signature of Secured Party(ies) or Assignee
Robert M. ... Adm. Asst.
Signature of Secured Party(ies) or Assignee
First Commerce Leasing Corporation
Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY - ALPHABETICAL
(4) FILE COPY - NUMERICAL

(5) FILE COPY (ISSUES)

STANDARD FORMS -- UNIFORM COMMERCIAL CODE -- FORM UCC-1
Approved by The Secretary of State of Alabama

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

Attached to and forming a part of the following documents: Lease Schedule Number 1 under that certain Master Lease Agreement Number 1 dated 07/23/97, Certificate of Acceptance and UCC-1 Financing Statement to the referenced Lease Schedule and any addenda thereto by and between First Commerce Leasing Corporation, as Lessor, and Birmingham Crane & Hoist, Inc. as Lessee.

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

DESCRIPTION OF EQUIPMENT

Manufacturer/Vendor	Quantity	Make and Model of Equipment	Description	Serial No.
Scott Machinery and Supply, Inc.	1		Radial Drill and Band Saw described as follows: KAO Ming, KMR-1100S, 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 fixtures for vises, Interlocking vise jaws, 24" solid discharge table, Installation accessories, Coolant system and spare parts kit	562197

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 Leasing Corporation
By: Linda Barnett
Title: Treasurer/Executive Director
Date: 8/11/97

Lessee: Birmingham Crane & Hoist, Inc.
By: John H. [Signature]
Title: General Manager
Date: 07/23/97

Alabama
Sec. Of State
\$ 27.34:38 FB
Date: 8/14/97
Time: 11:30 AM
File \$10.00
EXPS \$1.00
EXNS \$1.00
Form \$1.00

\$11.00

The Debtor is a transmitting utility as defined in ALA CODE 7-6-1989.

No. of Additional Sheets Presented

This FINANCING STATEMENT is presented to a Filing Officer by being pursuant to the Uniform Commercial Code

1. Return copy or recorded original to

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

Alabama
Sec. Of State
B 98-07668 FS
Date 2/24/98
Time 10:47 AM
File \$10.00
Exp. \$0.00
Ex. \$0.00
Form \$0.00
\$10.00

Pre-paid Act 9

2. Name and Address of Debtor

Last Name First if a Person

Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Harnischfeger Corporation
25 West Park Circle
Birmingham, Alabama 35211

Social Security/Tax ID #

2A. Name and Address of Debtor (if ANY)

Last Name First if a Person

Social Security/Tax ID #

Additional debtors on attached UCC-9

FILED WITH

Secretary of State

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

4. ADDRESSEE OF SECURED PARTY (if ANY)

Last Name First if a Person

First Commercial Bank
P.O. Box 11746
Birmingham, Alabama 35202-1746

Social Security/Tax ID #

Additional secured parties on attached UCC-9

5. The Financing Statement Covers the Following Types (or name) of Property

Personal property which is leased by Secured Party to Debtor and is not owned by Debtor under and pursuant to a certain Lease Agreement February 12, 1998 between Debtor as Lessee and Secured party as Lessor. This transaction is a lease and not intended by the parties as a security transaction. Filing is only made by the parties as a matter of public record.

6A. Enter Contents From Book of Form That Shall Describe the Collateral Covered By This Filing

Equipment Description: 1998 Ford Taurus SE
VIN#: 1FAFP52U3WA157498
Equipment Location: 410 Cloverleaf Drive
Athens, Alabama 35611

Check if covered Proceeds of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

- already subject to a security interest in another jurisdiction when it was brought into this state
- already subject to a security interest in another jurisdiction when debtor's location changed to this state.
- which is proceeds of the original collateral described above in which a security interest is perfected
- acquired after a change of name, identity or corporate structure of debtor
- as to which the lien has lapsed

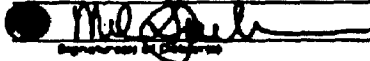
7. Complete only when filing with the Judge of Probate

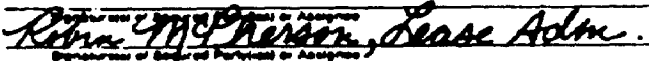
The total indebtedness secured by this financing statement is \$

Mortgage tax due (1.5¢ per \$100.00 or fraction thereof) \$

8. This financing statement covers order to be out of state, or collateral and is to be entered in the real estate mortgage records (Checking real records and if debtor does not have an interest of record give name of record owner in Box 9)

Signatures of Secured Parties (Required only if filed without debtor's signature - see Box 6)


Signature of Debtor


Signature of Secured Party or Assignee

Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Harnischfeger Corporation
Type name of individual or business

First Commerce Leasing Corporation
Type name of individual or business

(1) FILED OFFICER COPY - ALPHABETICAL
(2) FILED OFFICER COPY - ALPHABETICAL

(3) FILED OFFICER COPY - ALPHABETICAL
(4) FILE COPY - SECURED

(5) FILE COPY - UNRECORDED

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-9
Approved by the Secretary of State of Alabama

The Debtor is a transmitting utility as defined in ALA CODE 7-6-182(a)

Use of Additional Sheets Permitted

This FINANCING STATEMENT is presented to a Filing Office to bring pursuant to the Uniform Commercial Code.

1. Return copy of recorded original to:

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Charge

Alabama
Sec. Of State
B 98-08220 FB
Date 2/27/98
Time 11:33 AM
File \$10.00
Exp. \$1.00
E-File \$1.00
Form \$1.00
\$11.00

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

Pre-paid Asset #

2. Name and Address of Debtor (Last Name First if a Person)

Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Harnischfeger Corporation
25 West Park Circle
Birmingham, Alabama 35211

3. Social Security / Tax ID #

3A. Name and Address of Debtor (if ANY) (Last Name First if a Person)

FILED WITH:

Secretary of State

Additional debtors on attached UCC-2

2. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

4. ADDRESSE OF SECURED PARTY (if ANY) (Last Name First if a Person)

First Commercial Bank
P.O. Box 11746
Birmingham, Alabama 35202-1746

3. Social Security / Tax ID #

Additional secured parties on attached UCC-2

3. The Financing Statement Covers the Following Types (or Name) of Property:

Personal property which is leased by Secured Party to Debtor and is not owned by Debtor under and pursuant to a certain Lease Agreement dated February 23, 1998 between Debtor as Lessee and Secured party as Lessor, which personal property is described on Schedule A hereto. This transaction is a lease and not intended by the parties as a security transaction. Filing is only made by the parties as a matter of public record.

5A. Enter Charge From Book of Firms That Best Describes The Collateral Covered By This Filing:

Table with 2 columns for recording charges.

Equipment Description: 1998 Ford Taurus SE - Vin#1FAPP52SOWA187380

Check 1st covered Products of Collateral are also covered.

- 6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check 1, if so)
7. This statement is a security interest in another jurisdiction when it was brought into this state
8. This statement is a security interest in another jurisdiction when debtor's location changed in this state
9. which is proceeds of the original collateral described above in which a security interest is perfected
10. acquired after a change of name, identity or corporate structure of debtor
11. so as to which the filing has taken.

7. Complete only when filing with the Judge of Probate. The total indebtedness secured by this financing statement is \$
Mortgage fee plus (15¢ per \$100.00 or fraction thereof) \$
8. This financing statement covers timber to be cut, crops, or fixtures and is to be recorded in the real estate mortgage records. Describe real estate and if debtor does not have an interest in record, give name of record owner in Box 6.

Signatures of Secured Parties (Required only if filed without debtor's signature - see Box 6)

Signature of Debtor: [Signature]
Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Harnischfeger Corp.

Signature of Secured Parties: [Signature]
First Commerce Leasing Corporation

(1) FILING OFFICER COPY - ALPHABETICAL (2) FILING OFFICER COPY - ALPHABETICAL (3) FILING OFFICER COPY - SECURED (4) FILING OFFICER COPY - UNFILED (5) STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 Approved by The Secretary of State of Alabama

The Debtor is a nonreporting utility as defined in ALA CODE 7-9-12(d)(4)

No. of Attached Sheets Presented

This FINANCING STATEMENT is prepared in a filing office in Birmingham pursuant to the Uniform Commercial Code

1 Return copy of recorded original to:

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Alabama
Sec. Of State
B 90-08433 FS
Date 3/02/90
Time 12:25 PM
File \$10.00
Ex. Fee \$1.00
Form \$1.00
\$11.00

Pre-paid Post. \$

2 Name & Address of Debtor

(Last Name First if a Person)

Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Harnischfeger Corporation
25 West Park Circle
Birmingham, Alabama 35211

Social Security / Tax ID #

3A Name and Address of Debtor

(if ANY)

Last Name First if a Person

Social Security / Tax ID #

Address of debtor on attached UCC-3

FILED WITH

Secretary of State

3 NAME (AND ADDRESS OF SECURED PARTY) (Last Name First if a Person)

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

4 ADDRESS OF SECURED PARTY

(if ANY)

Last Name First if a Person

First Commercial Bank
P.O. Box 11746
Birmingham, Alabama 35202-1746

Social Security / Tax ID #

Address of secured party on attached UCC-3

5 The Financing Statement Covers the Following Types (or Items) of Property:

Personal property which is leased by Secured Party to Debtor and is not owned by Debtor under and pursuant to a certain Lease Agreement dated February 23, 1998 between Debtor as Lessee and Secured party as Lessor, which personal property is described on Schedule A hereto. This transaction is a lease and not intended by the parties as a security transaction. Filing is only made by the parties as a matter of public record.

5A Error Codes From Book of Form That Best Describe The Collateral Covered By This Filing

EQUIPMENT DESCRIPTION: 1998 Ford Taurus SE - VIN #1FAPP52S6WA174827

EQUIPMENT LOCATION: 2561 Pennington Bend
Nashville, Tennessee 37214

Check if covered Products of Collateral are also covered

- This document is filed without the debtor's signature to perfect a security interest in collateral (Section 9-402)
- already subject to a security interest in another jurisdiction when it was brought into this state
- already subject to a security interest in another jurisdiction when debtor's location changed to this state
- which is proceeds of the original collateral described above in which a security interest is perfected
- acquired after a change of name, identity or corporate structure of debtor
- as to which the filing has lapsed

7 Complete only when filing with the Judge or Probate
The initial transaction secured by this financing statement is \$

Mortgage tax due (1.25 per \$100.00 or fraction thereof) \$

This financing statement covers order to be cut, order, or future and is to be filed indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 8)

Signature(s) of Secured Party(s)
(Required only if filed without Debtor's Signature - see Box 6)

Signature of Debtor
Mel Stan
Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Harnischfeger Corp.

Signature of Secured Party(s) or Assignee
Rita McPherson Lease Adm.
First Commerce Leasing Corporation

Type Name of Individual or Business

Type Name of Individual or Business

(1) FILED OFFICER COPY - ALPHABETICAL
(2) FILED OFFICER COPY - NUMERICAL

(3) FILED OFFICER COPY - ACKNOWLEDGEMENT
(4) FILED COPY - SECURED

(5) FILE COPY DESTROYED

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-3
Approved by The Secretary of State of Alabama

The Debtor is a transmitting utility as defined in ALA CODE 7-9-10(b)(1).
Return copy or recorded original to:

No. of Additional Sheets Presented: 0

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

THIS SPACE FOR USE OF FILING OFFICER
Date Time Number & Filing Office

CF LEXIS Document Services
1E P.O. Box 2969
MF Springfield, IL 62708

RPORATION

Alabama
Sec. # F State
B 98-11338 FS
Date 3/18/98
Time 2:45 PM
File \$10.00
Expd \$0.00
Exns \$0.00
Fons \$0.00
\$10.00

1 Name and Address of Debtor (Last Name First if a Person)
BIRMINGHAM CRANE & HOIST, INC.
25 WEST PARK CIRCLE
BIRMINGHAM, AL 35211

2A Name and Address of Debtor (if ANY) (Last Name First if a Person)

3 NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)
CATERPILLAR FINANCIAL SERVICES CORPORATION
1800 PARKWAY PLACE, SUITE 820
MARIETTA, GA 30067

FILED WITH
SEC OF STATE
4 ASSIGNEE OF SECURED PARTY (if ANY) (Last Name First if a Person)

5 The Financing Statement Covers the Following Types (or Names) of Property
(1) CATERPILLAR GPL40-LP LIFT TRUCK S/N: 1CM02234
AND SUBSTITUTIONS, REPLACEMENTS, ADDITIONS, & ACCESSIONS THERETO, NOW OWNED OR HEREAFTER ACQUIRED, AND PROCEEDS THEREOF. THIS IS A PRECAUTIONARY FILING AND IS NOT TO BE DEEMED AS AN ADMISSION BY ANY PARTY THAT THE LEASE AGREEMENT IS OTHER THAN A TRUE LEASE.

5A Enter Codes From Book of Firms That Best Describe the Collateral Covered By This Filing

- Check X if covered Products of Collateral are also covered
- This statement is filed without the debtor's signature to perfect a security interest in collateral (Check X if so)
- already subject to a security interest in another jurisdiction when it was brought into this state
- already subject to a security interest in another jurisdiction when debtor's location changed to this state
- which is proceeds of the original collateral described above in which a security interest is perfected
- obtained as a result of a change of name, identity or corporate structure of debtor
- as to which this filing is added

7 Complete only when filing with the Judge of Probate
The other responsibilities secured by this financing statement is \$ _____
Mortgage to be due (1% per \$100.00 or fraction thereof) \$ _____

8 The financing statement covers timber to be cut, crops, or fixtures and it is so described in the U.C.C. above mortgage records described - all states and if debtor does not have an interest or record give name of record owner in Box 9

Signature of Debtor
[Handwritten Signature]
TITLE:
BIRMINGHAM CRANE & HOIST, INC.
Type Name of Individual or Business

Signature of Secured Party or Assignee
[Handwritten Signature]
TITLE: *[Handwritten Title]*
CATERPILLAR FINANCIAL SERVICES CORPORATION
Type Name of Individual or Business

The Debtor is a financing utility as defined in ALA CODE 7-6-101(a)

No. of Additional Sheets Presented 0

This FINANCING STATEMENT is presented to a Filing Office in compliance with the Uniform Commercial Code.

Return copy or recording original to:

THIS SPACE FOR USE OF FILING OFFICER
Date, Time Number & Filing Office

CA I EXIS Document Services CORPORATION
18 P.O. Box 2969
MA Springfield, IL 62708

Alabama
Sec. of State
B 90-11339 F5
Date 3/16/98
Time 2:46 PM
File \$10.00
Exps \$0.00
Extm \$0.00
Form \$0.00
\$10.00

Pre-paid Acct. #
2 Name and Address of LESSEE (Last Name First if a Person)

BIRMINGHAM CRANE & HOIST, INC.
25 WEST PARK CIRCLE
BIRMINGHAM, AL 35211

Special Exemption / Tax ID #
2A Name and Address of Debtor (if any) (Last Name First if a Person)

Social Security / Tax ID #
 Additional secured parties on attached UCC-1

FILED WITH
SEC OF STATE OF AL

3 NAME AND ADDRESS OF LESSOR (Last Name First if a Person)
CATERPILLAR FINANCIAL SERVICES CORPORATION
1800 PARKWAY PLACE, SUITE 820
MARIETTA, GA 30067

4 ASSIGNEE OF SECURED PARTY (if any) (Last Name First if a Person)

Social Security / Tax ID #
 Additional secured parties on attached UCC-1

5 The Financing Statement Covers the Following Types for Name of Property:

(1) CATERPILLAR GPL40-LP LIFT TRUCK S/N: 1CM02235
AND SUBSTITUTIONS, REPLACEMENTS, ADDITIONS, & ACCESSIONS
THEREOF, NOW OWNED OR HEREAFTER ACQUIRED, AND PROCEEDS THEREOF.
THIS IS A PRECAUTIONARY FILING AND IS NOT TO BE DEEMED AS AN
ADMISSION BY ANY PARTY THAT THE LEASE AGREEMENT IS OTHER
THAN A TRUE LEASE.

5A. Enter Credits From
Back of Form That
Have Been Applied
To This Filing

Check if covered Proceeds of Collateral are also covered
6 This statement is filed without the debtor's signature to perfect a security interest in collateral (check if not)
 or only subject to a security interest in another jurisdiction when it was brought into this state
 already subject to a security interest in another jurisdiction when debtor's location changed to this state
 which is proceeds of the original collateral described above in which a security interest is perfected
 acquired after a change of name, identity or corporate structure of debtor
 as to which the filing has lapsed

7 Complete only when filing with the Judge of Probate
The initial indebtedness secured by this financing statement is \$ _____
Mortgage to a due (15% per \$100 00 or fraction thereof) \$ _____
 This financing statement covers interest to be due, costs, or charges and is to be given
preference in the case of a mortgage record (Describe real estate and if debtor does not have
an interest of record give name of record owner in this 8)

Signature of Debtor
LESSEE

TITLE: VP

Signature of Secured Party(s)
(Required only if filed without debtor's signature - see Sec 9-102)
Signature of Assignee or Assignor
LESSOR

TITLE: mg

Signature of Debtor
BIRMINGHAM CRANE & HOIST, INC.
Type Name of Individual or Business

Signature of Secured Party(s) or Assignor
CATERPILLAR FINANCIAL SERVICES CORPORATION
Type Name of Individual or Business

(1) FILED OFFICIAL COPY - ALPHABETICALLY
(2) FILED OFFICIAL COPY - NUMERICAL

(3) FILED OFFICIAL COPY - ALPHABETICALLY
(4) FILED OFFICIAL COPY - NUMERICAL
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1
Approved by The Secretary of State of Alabama

The Debtor is a financing utility as defined in ALA CODE 7-9-1986. Return only if recorded original for

No. of Additional Sheets Presented

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243 ✓

Alabama
Sec. Of State
B 96-13632 FS
Date 4/01/98
Time 1:39 PM
File \$10.00
Expd \$1.00
Exns \$3.00
Fees \$6.00
\$11.00

Pre-paid Asset # _____
Name and Address of Debtor (Last Name First if a Person)
Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Harnischfeger Corporation
25 West Park Circle
Birmingham, Alabama 35211

Social Security/Tax ID # _____
Name and Address of Debtor (if ANY) (Last Name First if a Person)

Social Security/Tax ID # _____

Additional debtors on attached UCC-8

NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)
First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

Social Security/Tax ID # _____

Additional secured parties on attached UCC-8

ALSO WITH:

Secretary of State

NAME AND ADDRESS OF SECURED PARTY (if ANY) (Last Name First if a Person)

First Commercial Bank
P.O. Box 11746
Birmingham, Alabama 35202-1746

The Financing Statement Covers the Following Types for Items of Property:

Personal property which is leased by Secured Party to Debtor and is not owned by Debtor under and pursuant to a certain Lease Agreement dated March 2, 1998 between Debtor as Lessee and Secured party as Lessor, which personal property is described on Schedule A hereto. This transaction is a lease and not intended by the parties as a security transaction. Filing is only made by the parties as a matter of public record.

See Cashier From Book of Firms That Best Describes The Outlines Covered By This Form

Check if covered: Proceeds of Collateral are also covered.

This statement is filed without the debtor's signature to perfect a security interest in collateral (Section 9.311(c))

- already subject to a security interest in another jurisdiction when it was brought into this state
- already subject to a security interest in another jurisdiction when debtor's location changed to this state
- which is, proceeds of the original collateral described above in which a security interest is perfected
- acquired after a change of name, identity or corporate structure of debtor
- as to which the filing has lapsed

Complete only when filing with the Judge of Probate The labor indebtedness secured by this financing statement is \$ _____

Mortgage tax due (1.5¢ per \$100.00 or fraction thereof) \$ _____

This financing statement covers (order to be out, open, or future) and is to be given indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 8)

Signatures of Secured Parties (Required only if filed without debtor's signature - see Bar 6)

Signature of Debtor

Signature of Secured Party or Assignee
John M. Phelan / Lease Adm.

First Commerce Leasing Corporation
Type name of individual or business

Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Harnischfeger Corporation
Type name of individual or business

(7) FILED OFFICER COPY - ALABAMA

(8) FILED OFFICER COPY - ALABAMA

(9) FILED OFFICER COPY - ALABAMA

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-9
Approved by The Secretary of State of Alabama

Schedule A
to
Lease and Disclosure Statement
Dated as of March 2, 1998
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 addenda thereto by and between First Commerce Leasing Corporation, as Lessor, and Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Harnischfeger Corporation, as Lessee. 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. Lessee is hereby instructed to contact the Supplier referenced below for a description of any rights Lessee may have under the Supply Contract covering the Equipment.

All items are under
Sec. 8880
B 90-1035
Date 3/18/98
Time 1:35
File 8880
Exp. 8880
Ext. 8880
Form 8880
\$11.00

DESCRIPTION OF EQUIPMENT

Manufacturer/Vendor	Quantity	Make and Model of Equipment	Description	Serial No.
Long-Lewis Ford	1	F350	1997 Ford F350 Truck & Utility Body Described as Follows: 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 LT215/85RX160 BSW All-Season 4.10 Ratio Regular Axle 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	1FTJ03SFOVED07970
Fontaine	1	796D54	Knapheide Service Body with PHR Bumper Flush MT. Lights Receiver Hitch with 2" Ball Elec. Brake Hook-Up	

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 Leasing Corporation
By: [Signature]
Title: President
Date: 03/18/98

Lessee: Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Harnischfeger Corporation
By: [Signature]
Title: V.P. - OPERATIONS
Date: 3/18/98

The Debtor is a nonresidential utility as defined in ALA CODE 7-8-1009a

No. of Additional Sheets Proposed

This FINANCING STATEMENT is presented to a Filing Officer by filing pursuant to the Uniform Commercial Code

Return copy or recorded original to

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

Alabama
Sec. Of State
B 98-13633 FS
Date 4/01/98
Time 1:40 PM
File \$10.00
Exp'g \$1.00
Evalu \$0.00
Form \$0.00
\$11.00

Pre-paid Asset #

Name and Address of Debtor

Last Name First & a Percent

Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Harnischfeger Corporation
25 West Park Circle
Birmingham, Alabama 35211

Social Security/Tax ID #

Name and Address of Debtor (if Any)

Last Name First & a Percent

Social Security/Tax ID #

Additional debtors on attached UCC-1

NAME (AND ADDRESS OF SECURED PARTY) (Last Name First & a Percent)

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

Social Security/Tax ID #

FILED WITH

Secretary of State

NAME (AND ADDRESS OF SECURED PARTY) (if Any)

Last Name First & a Percent

First Commercial Bank
P.O. Box 11746
Birmingham, Alabama 35202-1746

Additional secured parties on attached UCC-1

The Financing Statement Covers the Following Types or Items of Property

Personal property which is leased by Secured Party to Debtor and is not owned by Debtor under and pursuant to a certain Lease Agreement dated March 2, 1998 between Debtor as Lessee and Secured party as Lessor, which personal property is described on Schedule A hereto. This transaction is a lease and not intended by the parties as a security transaction. Filing is only made by the parties as a matter of public record.

5A. Enter Codes from Back of Form That Best Describe The Collateral Covered By This Filing

Check 1, 2 covered Products of Collateral are also covered

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check 1, 2 or 3)

- already a claim to a security interest in another jurisdiction when it was brought to this state
- already a claim to a security interest in another jurisdiction when debtor's location changed to this state
- which is proceeds of the original collateral described above in which a security interest is perfected
- acquired after a change of name, identity or corporate structure of debtor
- on which this filing has priority

7. Complete only when filing with the Judge of Probate
The initial indorsement secured by this financing statement is to

Mortgage tax due (\$1.00 per \$100.00 or fraction thereof) \$

8. This financing statement covers items to be out, crops, or fixtures and is to be cross indexed in the tax, estate mortgage records (describe real estate and if debtor does not have an interest of record, give name of record owner in Box 9)

Signature of Secured Party or Assignee
(Required only if filed without debtor's signature - see Box 6)

Signature of Debtor
[Signature]

Signature of Secured Party or Assignee
[Signature]
First Commerce Leasing Corporation

Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Harnischfeger Corporation

Type Name of Individual or Business

(1) FILED OFFICER COPY - ALPHABETICAL
(2) FILED OFFICER COPY - NUMERICAL

(3) FILED OFFICER COPY - ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1
Approved by The Secretary of State of Alabama

Schedule A
to
Lease and Disclosure Statement
Dated as of March 2, 1998
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 addenda thereto by and between First Commerce Leasing Corporation as Lessor and Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Harnischfeger Corporation, as Lessee. 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. Lessee is hereby instructed to contact the Supplier referenced below for a description of any rights Lessee may have under the Supply Contract covering the Equipment.

1098 8888
 1234 8888
 5678 8888
 9101 8888
 1111 1111
 2222 2222
 3333 3333
 4444 4444
 5555 5555
 6666 6666
 7777 7777
 8888 8888
 9999 9999
 0000 0000
 \$11.00

DESCRIPTION OF EQUIPMENT				
Manufacturer/Vendor	Quantity	Make and Model of Equipment	Description	Serial No.
Long-Lewis Ford	1	F350	1997 Ford F350 Truck & Utility Body Described as follows: 1997 F350 4 x 2 Supercab Pickup/155 Oxford White Exterior Opel Gray Interior 7.3L Power Stroke Turbo Diesel 5-Speed Manual O/D-HD Trans LT215/85RX18D BSW All-Season 4.10 Ratio Regular Axle 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	1FTJX35F9VE007949
Fontaine	1	796D54	Knapheide Service Body with PHR Bumper Flush MT. Lights Receiver Hitch with 2" Ball Elec. Brake Hook-Up	

Alabama Sec. of State
 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 Leasing Corporation
 By: Handwritten Signature
 Title: President
 Date: 03/18/98

Lessee: Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Harnischfeger Corporation
 By: ● Handwritten Signature
 Title: ● V.P. - Operations
 Date: ● 3/18/98

The Debtor is a transmitting entity as defined in ALA CODE 7-9-150(a)

No. of Additional Sheets Presented

This FINANCING STATEMENT is presented to a Filing Officer in Birmingham pursuant to the Uniform Commercial Code

1. Return copy or recorded original to:

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Alabama
Sec. Of State
B 96-29171 FS
Date 7/09/98
Time 12:55 PM
File \$10.00
Exam \$0.00
Form \$0.00
\$10.00

Pre-paid A.M.T.

2. Name and Address of Debtor

Last Name First & Person

Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Morris Material Handling, Inc.
25 West Park Circle
Birmingham, Alabama 35211

Social Security / Tax ID #

3A. Name and Address of Debtor

(if AMV)

Last Name First & Person

Social Security / Tax ID #

Additional entries on attached UCC-1

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First & Person)

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

Social Security / Tax ID #

Additional secured parties on attached UCC-1

FILED WITH

Secretary of State

4. ADDRESS OF SECURED PARTY

(if AMV)

Last Name First & Person

National Bank of Commerce of Birmingham
P.O. Box 10686
Birmingham, Alabama 35202-1746

5. The Financing Statement Covers the Following Types (or names) of Property:

Personal property which is leased by Secured Party to Debtor and is not owned by Debtor under and pursuant to a certain Lease Agreement dated June 22, 1998 between Debtor as Lessee and Secured party as Lessor, which personal property is described on Schedule A hereto. This transaction is a lease and not intended by the parties as a security transaction. Filing is only made by the parties as a matter of public record.

5A. Enter Credits From Book of Form That Best Describe The Collateral Covered by This Filing

Equipment Description: 1999 Ford F251 4x2 Truck
VIN#: 1FTNF20L5KRA64123

Check X if covered Products of Collateral are also covered

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (except X, if so)

- already subject to a security interest in another jurisdiction when it was brought into this state
- already subject to a security interest in another jurisdiction when debtor's location changed to this state
- when in possession of the original collateral described above in which a security interest is perfected
- occurred all or a change of name, identity or corporate structure of debtor
- as to which the filing has failed

7. Complete only when filing is in the Judge of Probate
The real interest(s) secured by this financing statement is (s) _____
Mortgage (to due 11:59 pm 9/30/98 or reason thereof) \$ _____

8. This financing statement covers timber to be cut, crop, or future and it is to be given instead in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record give name of record owner in Box 9)

Signatures of Secured Parties
(Required only if filed without debtor's signature - see Box 6)

Signature of Debtor

Signature of Secured Party

Signature of Debtor

Birmingham Crane & Hoist, Inc., a wholly-owned subsidiary of Morris Material Handling, Inc.

First Commerce Leasing Corporation

Type Name of Individual or Business

Type Name of Individual or Business

(1) FILED OFFICER COPY - ALPHABETICALLY
(2) FILED OFFICER COPY - ALPHABETICALLY

(3) FILED OFFICER COPY - ALPHABETICALLY
(4) FILE COPY - SECURED

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1
Approved by The Secretary of State of Alabama

The Debtor is a transmitting utility as defined in ALA CODE 7-9-1849.

No. of Additional Sheets Provided

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

Return copy or recorded original to:

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

Free SPACE FOR USE OF FILING OFFICER
Date, Time Number & Filing Office

Alabama
Sec. of State
B 98-51974 FS
Date 12/11/98
Time 12:26 PM
File \$10.00
ExpDg \$.00
ExpNs \$.00
Form \$.00
\$10.00

Pre-paid Asset #

Name and Address of Debtor

Last Name First & a Person

Birmingham Crane & Hoist, Inc. a wholly owned subsidiary of P&H Morris Material Handling, Inc.
25 West Park Circle
Birmingham, Alabama 35211

Social Security/Tax ID #

Name and Address of Debtor

(if ANY)

Last Name First & a Person

Social Security/Tax ID #

Additional debtors on attached UCC-1

FILED WITH:

Secretary of State

NAME AND ADDRESS OF SECURED PARTY (Last Name First & a Person)

First Commerce Leasing Corporation
2496 Rocky Ridge Road
Birmingham, Alabama 35243

NAME AND ADDRESS OF SECURED PARTY (if ANY)

Last Name First & a Person

First Commercial Bank
P.O. Box 11746
Birmingham, Alabama 35202-1746

Social Security/Tax ID #

Additional secured parties on attached UCC-1

The Financing Statement Covers the Following Types (or Name) of Property:

Personal property which is leased by Secured Party to Debtor and is not owned by Debtor under and pursuant to a certain Lease Agreement dated December 2, 1998 between Debtor as Lessee and Secured party as Lessor. This transaction is a lease and not intended by the parties as a security transaction. Filing is only made by the parties as a matter of public record.

Enter Codes From Box of Form That Best Describe The Category Covered By This Filing

Equipment Description: 1999 Ford F350
Vin. #: 1FDWX36F8KER55035

Check if covered: Proceeds of Collateral are also covered

- This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if not)
- already subject to a security interest in another jurisdiction when it was brought into this state
- already subject to a security interest in another jurisdiction when debtor's location changed in this state
- which is proceeds of the original collateral described above in which a security interest is perfected
- acquired after a change of name, identity or corporate structure of debtor
- as to which the filing has failed

7. Complete only when filing with the Judge of Probate
The Initial Indebtedness secured by this financing statement is \$ _____

Mortgage tax due (12¢ per \$100.00 or fraction thereof) \$ _____

This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (describe real estate and if debtor does not have an interest of record, give name of record owner in Box 8)

[Signature]
Signature of Debtor

[Signature]
Signature of Secured Party or Assignee

Signature of Debtor: Birmingham Crane & Hoist, Inc.
Type Name of Individual or Business: wholly owned subsidiary of P&H Morris Material Handling, Inc.

Signature of Secured Party or Assignee: First Commerce Leasing Corporation
Type Name of Individual or Business

(1) FILE OFFICER COPY - ALPHABETICAL
(2) FILE OFFICER COPY - ALPHABETICAL

(3) FILE OFFICER COPY-ACKNOWLEDGMENT
(4) FILE COPY - COLLATED

(5) FILE COPY (SEPARATE)

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1
Approved by The Secretary of State of Alabama

The Debtor is a transferee party as defined in ALA CODE 7-6-103(a).

No. of Additional Sheets Presented

This FINANCING STATEMENT pursuant to the U.C.C.

is presented to a Filing Office for Commercial Code.

1. Return copy or retained original to:

THIS SPACE FOR USE OF FILING OFFICE
Date, Time, Number & Filing Office

OR

R. H. Walston
P. O. Box 830642
Birmingham, AL 35283

Pre-paid Acct. #

2. Name and Address of Debtor (Last Name First if a Person)
Double S Enterprises, Inc. (doing business as Birmingham Crane & Hoist)
P. O. Box 59235
Birmingham, AL 35259

STATE OF ALABAMA
COMMERCIAL CODE
RECORDS & CLERK
BIRMINGHAM
1992 JUL 21 PM 2:15
U20047

Social Security/Tax ID # 63-0932648

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID #

Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)
The Industrial Development Board
of the City of Birmingham
City Hall
Birmingham, AL 35203
Social Security/Tax ID # 52-1301051

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
AmSouth Bank N.A., P.O. Box 11426,
Birmingham, AL 35202, as trustee
under a Mtg. and Ind. of Trust,
dated 6/15/92, from the Secured
Party

Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or Items) 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.

5A. Error Codes from Back of Form That Best Describe the Collateral Covered by This Filing:	5 0 0	---
	---	---
	---	---
	---	---
	---	---
	---	---
	---	---
	---	---
	---	---
	---	---

Check X if covered: Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so):
 already subject to a security interest in another jurisdiction when it was brought into this state.
 already subject to a security interest in another jurisdiction when debtor's location changed to this state.
 which is proceeds of the original collateral described above in which a security interest is perfected.
 acquired after a change of name, identity or corporate structure of debtor.
 as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:
The initial indebtedness secured by this financing statement is \$ _____
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ None

8. This financing statement covers timber to be cut, crops, or fixtures and is to be cross-indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signatures of Secured Parties (Required only if filed without debtor's signature — see Box 6)

Signature of Debtor: John H. Walston J
Signature of Debtor: DOUBLE S ENTERPRISES, INC.
Type Name of Individual or Business

Signature of Secured Party (or Assignee): Stewart A. Raeb
Signature of Secured Party (or Assignee): THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF BIRMINGHAM
Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL

(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT

(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

EXHIBIT A
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.

662047

STATE OF ALA. JEFFERSON CO.
CERTIFY THIS INSTRUMENT
WAS FILED ON

1992 JUL - 1 PM 10 18

RECORDED & INDEXED
DEPT. OF REVENUE
STATE OF ALABAMA
James C. Powell
CLERK OF PROBATE

Attn: Renee Looney/Corp Trust Admin

P. O. Box 11426
Birmingham, Alabama 35202

Renee C. Looney

Pre-paid Aest. #

1. Name and Address of Debtor (Last Name First if a Person)

Double S. Enterprises, Inc. (doing business
as Birmingham Crane & Hoist)
P. O. Box 59235
Birmingham, AL 35259

Social Security/Tax ID #

2A. Name and Address of Debtor (if ANY) (Last Name First if a Person)

Social Security/Tax ID #

Additional debtors on attached UCC-9

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

ArSouth Bank of Alabama (formerly ArSouth Bank N.A.)
P. O. Box 11426, Birmingham, AL 35202, as trustee
under a Mfg. and Ind. of Trust, dated 6/15/92, from
the Secured Party

Social Security/Tax ID #

Additional secured parties on attached UCC-9

5. This statement refers to original Financing Statement bearing File No. 662947

Filed with Judge of Probate Jefferson County Date Filed 7/1/92

- 6. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 7. Termination. Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- 8. Partial Release. The Secured Party's right under the financing statement bearing the number shown above is the property described in item 11 or to all of the property listed on this list, is assigned to the assignee whose name and address appears in item 4.
- 9. Amendment. Financing statement bearing file number shown above is amended as set forth in item 11.
- 10. Release. Secured Party releases the collateral described in item 11 from the financing statement bearing the number shown above.

11.

11A. Error Codes From Bank of Form That Best Describes The Colateral Covered By This Filing

Check if covered. Products of collateral are also covered

Signature of Debtor

Signature of Debtor (necessary only if item 9 is applicable)

Type Name of Individual or Business

Renee Looney

Asst Vice President and
Corporate Trust Officer

Signature of Secured Party

ArSouth Bank of Alabama (formerly ArSouth Bank N.A.)

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT
(4) FILE COPY - SPCURS

(5) FILE COPY (ESTORIS)

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-9
Approved by The Secretary of State of Alabama

(2)

9706/8655



State of Alabama - Jefferson County
I certify this instrument filed on:
1997 JUN 05 A.M. 08:36
Recorded and \$
Mfg. Tax
and \$
Paid Tax and Fee Amt.
\$ 12.00 Total \$ 12.00
GEORGE H. BETHUNE, Judge of Probate

9706/8655

FILED WITH:

4. ASSIGNEE OF SECURED PARTY (if ANY) (Last Name First if a Person)

Royal Leasing, Inc.
3010 Columbiana Rd.
Birmingham, AL 35216

9 4 1 3 / 8 7 7 5

State of Alabama - Jefferson County
I certify this instrument filed on
1994 DEC 01 P.M. 13:12
Recorded and \$ 63.00 Reg. Tax
and \$ 11.00 Total \$ 74.00
GEORGE R. BETHUNE, Judge of Probate
9413/8775

*63.00
11
74.00*

Pre-paid Asset # _____
1. Name and Address of Debtor (Last Name First if a Person)

Birmingham Crane & Hoist, Inc.
C/O Royal Leasing, Inc.
3010 Columbiana Rd.
Birmingham, AL 35216

Social Security/Tax ID # _____
2A. Name and Address of Debtor (if ANY) (Last Name First if a Person)

Social Security/Tax ID # _____
 Additional debtors on attached UCC-9

3. SECURED PARTY (Last Name First if a Person)
~~XXXXXXXXXXXXXXXXXXXX~~
Royal Leasing, Inc.
3010 Columbiana Rd.
Birmingham, AL 35216
Social Security/Tax ID # _____
 Additional secured parties on attached UCC-9

4. ADDRESS OF SECURED PARTY (if ANY) (Last Name First if a Person)
First Alabama Bank
P. O. Box 10205
Birmingham, AL 35202

5. The Financing Statement Covers the Following Types (or Items) of Property:
IBM RSC 6000 System SM# 2638227
P.C. SM# P34AAKDN 1T41604293
P.C. SM# P346AAKDV 1T42903268 adds Terminal 02402447
P.C. SM# P346AAKDV 1142904021 adds Terminal 02137368

5A. Ever Colateral From Basis of Form That Best Describes The Colateral Covered By This Filing:

Check X if covered: Products of Colateral are also covered.
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X if not)
 already subject to a security interest in another jurisdiction when it was brought into the state
 already subject to a security interest in another jurisdiction when debtor's location changed to this state
 which is proceeds of the original collateral described above in which a security interest is perfected.
 perfected after a change of name, identity or corporate structure of debtor
 as to which the filing has signed.

7. Complete only when filing with the Judge of Probate
The total indebtedness secured by this financing statement is \$ 63.00
Mortgage for less (120 per \$100.00 or fraction thereof) \$ 42,000.00
8. This financing statement covers timber to be cut, crops, or future and is to be entered in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 9)
Signature of Secured Party (Required only if filed without debtor's signature -- see Box 6)

Signature(s) of Debtor(s) _____
Signature(s) of Debtor(s) _____
Type Name of Individual or Business _____

Signature of Secured Party (Required only if filed without debtor's signature -- see Box 8)
Signature of Secured Party (Name of Debtor or Assignor)
First Alabama Bank
Type Name of Individual or Business _____

(1) FILING OFFICER COPY - ALPHABETICAL (2) FILING OFFICER COPY - ACKNOWLEDGEMENT (3) FILING OFFICER COPY - NUMERICAL (4) FILE COPY - SECOND PARTY (5) FILE COPY DESTROYED STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 Approved by The Secretary of State of Alabama

ALL5494

The FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)
EPH Material Handling div of
Harnischfeger Corporation
26210 Emery Rd.
Warrensville Heights, OH
44128

2 Secured Party(ies) and Address(es)
Orlby Material Handling, Inc.
2476 Edison Blvd.
Twinsburg, OH 44128

3 Filing Office
1 Dept
OHIO SEC. OF STATE
02/24/95 09:00
016620 02249306701
ALL5494

4 This financing statement covers the following types (or items) of property:

5 Registration of Secured Party, etc.
Address(es)
Hynter Credit Company
P.O. Box 4366
Portland, OR 97208

1 (One) Used Hyter Lift Truck Model S70E
S/N C004D06397D together with all tires, wheels
and all other attachments and accessories

SE

Check if covered: Products of Collateral are also covered No. of additional sheets presented

Filed with Secretary of State
EPH Material Handling div of Harnischfeger Corporation (USE WHICHEVER NATURE LINE IS APPLICABLE)
Harnischfeger Corporation
By: Tom Hagerly 1-20-95 (Signature) of Debtor(s)
Orlby Material Handling, Inc.
By: Darryl F. ... (Signature) of Secured Party(ies)

FILING OFFICER COPY-ALPHABETICAL
STANDARD FORM -
UNIFORM COMMERCIAL CODE - UCC-1
This form of financing statement is approved by the Secretary of State
Revised, EPL 1/7/79

This FINANCING STATEMENT is made by the Secured Party in accordance with the Uniform Commercial Code, Article 9, and is subject to the provisions of the Official Code of Laws for the State of Ohio, Chapter 1309.

1 Debtor (and Name of Debtor)

2 Secured Party (Name of Secured Party)

3 Maturity Date (Date)

EPH MATERIAL HANDLING, INC.
26210 ENEY ROAD
WARREN HEIGHTS, OH 44128

HARNISCHFEGGER CORPORATION
115 W FOREST HILL AVENUE
OAK CREEK, WI 53154

OHIO SEC. OF STATE
12/19/96 09:00
031011 12199603701
AN2695

4 This financing statement covers the following description of property:

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, CHATTER PAPER, SECURITY AGREEMENTS AND OTHER DOCUMENTS.

5 Assignment of Secured Party and Address(es)

This statement is filed with the Secretary of State of Ohio in accordance with the provisions of the Official Code of Laws for the State of Ohio, Chapter 1309.

Primary obligor is a secured party in this financing statement.
 This statement is the first financing statement filed in this jurisdiction.

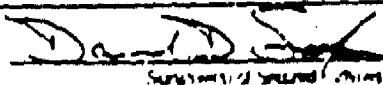
SECRETARY OF STATE

Check Debtor Secured Party Other (Name of Other Party)

EPH MATERIAL HANDLING, INC.

HARNISCHFEGGER CORPORATION

By 

By 
Secretary of Secured Party

111 King Officer Code - Amended

STANDARD FORM - FORM UCC-1.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)

EPH Material Handling div of
Harnischfeger Corporation
26210 Emery Rd.
Warrensville Heights, OH
44128

2 Secured Party(ies) and Address(es)

Quimby Material Handling, Inc
2476 Edison Blvd.
Twinsburg, OH 44128

3 For Filing Officer
(Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

1 (One) Used Hyster Lift Truck Model S70E
S/N C004D06397D together with all tires, wheels
and all other attachments and accessories

5 Assignee(s) of Secured Party and
Address(es)

Hyster Credit Company
P.O. Box 4366
Portland, OR 97208

Check if covered: Products of Collateral are also covered

No. of additional sheets presented:

Filed with Cuyahoga County Recorder

EPH Material Handling div of USE WHICHEVER SIGNATURE LINE IS APPLICABLE

Harnischfeger Corporation

Quimby Material Handling, Inc

By: *[Signature]* 1-20-95
Tom Hagerty Signature(s) of Debtor(s)

By: *[Signature]*
Signature(s) of Secured Party(ies)

FILING OFFICER COPY-ALPHABETICAL

This form of financing statement is
approved by the Secretary of State

Revised, Eff. 1/1/79

STANDARD FORM --
UNIFORM COMMERCIAL CODE -- UCC-1

1305422

RECORDED THIS DATE
FRANK RUSSELL
QUAHOGA CITY RECORDER

95 FEB 24 AM 11:30

LSA

9

1

FINANCING STATEMENT - FORM UCC-1
STATE OF SOUTH CAROLINA
OFFICE OF SECRETARY OF STATE JIM MILES

FOR OFFICE USE ONLY

Debtor #1 (Last Name, First, Middle, Mailing Address)

COX WHEELS Handling, LLC
Simpsonville, SC 29681

Tax ID/Serial Security Number (optional)

Debtor #2 (Last Name, First, Middle, Mailing Address)

Tax ID/Serial Security Number (optional)

Debtor #3 (Last Name, First, Middle, Mailing Address)

Tax ID/Serial Security Number (optional)

Debtor #4 (Last Name, First, Middle, Mailing Address)

COX WHEELS Handling, LLC

[Signature]

Is the Debtor a non-resident debtor as defined by §26-6-105(a)?

Signature of Secured Party (owner of Debtor is permissible when:

- Collateral was subject to a security interest perfected by filing a financing statement in another state which extends into South Carolina.
- Debtor's location has been changed to South Carolina.
- Additional filing is necessary to obtain a security interest in certain types of property (See §26-6-302 (3)).
- The filing as in the collateral has lapsed.
- The Debtor's name (legally or corporate structure has changed) (See §26-6-302 (2)).

Description of Collateral:

Check if products of collateral are also covered.

1- Telephone System per attached Schedule "A"

This filing is for Debtor only. The collateral described is subject to both Debtor and Secured Party. **FORM REPLENISHMENTS**

Return Acknowledgement Copy to

BRVIN LEASING COMPANY
3300 WASHINGTON AVE.
SUITE 350
ANN ARBOR MI, 48104

Name and Address of Secured Party

BRVIN LEASING COMPANY
3300 WASHINGTON AVE.
SUITE 350
ANN ARBOR, MI 48104

Address and Address

If secured party, creditor, real estate and, unless the collateral is exempt, when the secured party is the debtor shall not have an interest of record in the real estate, and this statement shall be filed in the real estate records, it be among the recorded collateral included in the "A" records Mailing Address Records of Substantive Effect from records

Intervention of the real estate:

WARNING: THIS STATEMENT FILED PURSUANT TO PROVISIONS OF FINANCING ACT PRESENTED ON A FILING OFFICE OF STATE RECORDS IN THE UNITED STATES OF AMERICA. THE SECURED PARTY CERTIFIES THAT THE FILING COPY IS LEGAL AND CORRECT. SECURED PARTY'S SIGNATURE AND SEAL UNDER THE FINANCING STATEMENT VERIFYING THE FILE NUMBER SHOWN BELOW.

Name and Title of Secured Party

Signature of Secured Party/Assignee of BRVIN

1. Except for pre-paid account usage, include filing fee of \$5.00.
2. Each additional change name is \$2.00. Additional pages \$2.00. (Filing in Real Estate records is an additional \$2.00).
3. For Pre-Paid Sec. of State Acknowledgment:
App. #: **100182** Client #:
- Amount \$
4. UCC-1's must be typed. 5. Signatures in black ink only.
5. Forms must be accompanied by a self-addressed stamped envelope.

THIS FILING OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

(*) FILING OFFICE COPY - ALPHABETICAL
980625-093226A

SCHEDULE "A"

ERVIN LEASING COMPANY LEASE NO. 14142-60

Quantity

Description

Telephone System:

1	J01832-PK 16 Lins. 32 Station DSU-11
1	JM008 6 Analog Station Expansion Kit
1	DSU11-5 WOI Impact-DSU-11 Software
16	63248 Impact SCB 24 Button Digital LCD Speakerphone
16	63128 Impact SCB 12 Button Digital LCD Speakerphone
4	6312N Impact SCB 48 Button Non-Monitor Telephone
1	1648X Impact SCB 48 Button Digital DBE/SLP Console
1	28U03 Battery Back-up
1	CV204C-IV 4 Port Key Voice Small Office Voice w/Digital -100 Lines
1	AFC480 APC 480 UPS for Voice Mail
1	T804-16 Lightning/Power Surge Protection
1	ACH-04 Ad on Hold Background Messaging System
4	Paing 16 Wait Paging Horn w/Remote Power Supply
1	Best Model 900MHz Wireless Digital Telephone

This Schedule "A" is attached to and a part of Ervin Leasing Company Lease No. 14142-60 and constitutes a true and accurate description of the equipment.

CMH Material Handling, LLC

By: 

UCC 1 - STATE OF MICHIGAN

This FINANCING STATEMENT is presented for filing pursuant to the Michigan Uniform Commercial Code. (Please Type All Information)

FOR FILING OFFICER
(Date, Time, Number and Filing Office)
DO NOT WRITE IN THIS SPACE

1. Debtor(s) (Last Name First, if Individual) & Address(es) Sec. Article 9(a) or (b)

NPH Material Handling, Inc. B 39-1836621

Address
1115 142nd Ave.
City
Wayland State MI Zip Code 49348

Debtor(s) (Last Name First, if Individual) & Address(es)

Address
City State Zip Code

REC'D U.C.C. UNIT
10/01/97 9:00 AM
SECRETARY OF STATE
LANSING, MI D287951

2. If filing without dealer signature, item 2, 3, 4, or 5 must be marked (x)
a. () Collateral was already subject to the security interest in another state when it was brought into Michigan, or when the Debtor's location changed to Michigan
b. () Collateral is proceeds of the original collateral in which a security interest was perfected
c. () A previous filing covering the collateral has lapsed (Prev. Filing #)
d. () This filing covers collateral acquired after a change in name, locality, or corporate structure of Debtor (MCLA 440.9402C) & (7) PHONE

3. Secured Party(ies) and Address(es) Secured Party #

ERVIN LEASING COMPANY
3300 WASHTEAW AVENUE
SUITE 230
ANN ARBOR, MI 48104

H18496 E. No. of Asset Classes E. State Account No.

7. (Mark (x) if applicable):
() Products of collateral are also covered.
() The debtor is a transmitting utility as defined in MCLA 440.9106 (1)(e).

4. MAIL ACKNOWLEDGEMENT COPY TO:

ERVIN LEASING COMPANY
3300 WASHTEAW AVENUE
SUITE 230
ANN ARBOR, MI 48104

5. Assignor(s) (if any) and Address(es): Secured Party #

8. This financing statement covers the following types (or items) of property:
Equipment Location: . . .
1115 142nd Ave Wayland, MI 49348
Sharp SF-2214 Copier System. S/N 88500600

This filing is for information only. The equipment described is subject to Ervin Leasing Company Lease Agreement # 88115-80. Lessee is not authorized to dispose of the leased equipment.

NPH Material Handling, Inc. _____ Signature(s) of Debtor(s) Mike E. Willinger as ATTORNEY-IN-FACT _____ Signature(s) of Debtor(s)	Ervin Leasing Company _____ Signature(s) of Secured Party(ies) or Assignor(s) of Record Mike E. Willinger _____ Signature(s) of Secured Party(ies) or Assignor(s) of Record
--	--

IF YOU WISH THE ACKNOWLEDGEMENT COPY TO BE MAILED TO AN ADDRESS OTHER THAN THE SECURED PARTY SHOWN IN ITEM 3, PROVIDE COMPLETE MAILING INFORMATION IN ITEM 4.

SECRETARY OF STATE COPY

118998

This FINANCING STATEMENT is presented for filing pursuant to the Michigan Uniform Commercial Code.

(Please Type All Information)

FOR FILING OFFICER
(Date, Time, Number, and Filing Office)
DO NOT WRITE IN THIS SPACE

1. Debtor(s) (Last Name First, if Institution & Addressed)

Sec. Security #/Title ID #

TX 39-0334430

NPH MATERIAL HANDLING

Address 15995 STURGEON

City State ZIP Code
ROSEVILLE MI 48066

Debtor(s) (Last Name First, if Institution & Addressed)

Address

City State ZIP Code

REC'D U.C.C. UNIT
01/02/98 9:00 AM
SECRETARY OF STATE
LANSING, MI D321642

2. If filing without Debtor signature, item a, b, c, or d must be marked [X].
a. [] Collateral was already subject to the security interest in another state when it was brought into Michigan, or when the Debtor's location changed to Michigan;
b. [] Collateral is proceeds of the original collateral in which a security interest was perfected;
c. [] A previous filing covering the collateral has lapsed (Prev. Filing # _____);
d. [] The filing covers collateral acquired after a change of name, identity, or corporate structure of Debtor (MCLA 440.9-402(2) & (7))
FROM: _____
(Prev. Filing # _____).

3. Secured Party(ies) and Address(es)
Secured Party # _____

IKON OFFICE SOLUTIONS
2780 - 44TH ST SW
GRAND RAPIDS MI 49509

5. No. of Asset Entries
6. State Account No.
I128UC

7. (Mark [X] if applicable):
[] Products of collateral are also covered.
[] The debtor is a transmitting utility as defined in MCLA 440.9105 (1)(c).

4. MAIL ACKNOWLEDGEMENT COPY TO:
FROM: _____
(Prev. Filing # _____)

8. Party(ies) to be Mailed Acknowledgement
Secured Party # _____

a. This financing statement covers the following types (or items) of property:
1 - Ridor 3713. 7417851679

THIS IS A TRUE LEASE. THE FILING OF THIS UCC-1 IS FOR INFORMATIONAL PURPOSES ONLY.

NPH MATERIAL HANDLING INC.
Sue McLean
Signature(s) of Debtor(s)

IKON OFFICE SOLUTIONS
Cheryl Ora
Signature(s) of Secured Party(ies) or Assignee(s) of Record
CHERYL ORA, DEALER LEASING MGR

X SUE MCLEAN - ADMIN. ASSIST.
Signature(s) of Debtor(s)

X
Signature(s) of Secured Party(ies) or Assignee(s) of Record

IF YOU WISH THE ACKNOWLEDGEMENT COPY TO BE MAILED TO AN ADDRESS OTHER THAN THE SECURED PARTY SHOWN IN ITEM 3, PROVIDE COMPLETE MAILING INFORMATION IN ITEM 4.

38552

UCC-1 Secretary of State Filing Office Copy

Approved by The Secretary of State of Arizona, Rev. 10/90 FORM UCC-1 Space below used by filing office

FILED
SECRETARY OF STATE
Dec 9 11 01 AM '96

149-846775

Return copy or recorded original to: SANDY REINHOLTZ HARNISCHFEGGER CORPORATION 315 W FOREST HILL AVENUE OAK CREEK, WI 53154	ARIZONA UNIFORM COMMERCIAL CODE FINANCING STATEMENT — Form UCC-1 This FINANCING STATEMENT is presented for filing (recording) pursuant to the Arizona Uniform Commercial Code.
1. Debtor(s) (last name first and address): MORRIS MECHANICAL HANDLING, INC. 3108 W THOMAS ROAD PHOENIX, ARIZONA 85017	2. Secured Party(ies) and address: HARNISCHFEGGER CORPORATION 315 W FOREST HILL AVENUE OAK CREEK, WISCONSIN 53154
3. Name and Address of Assignee of Secured Party(ies):	4. <input checked="" type="checkbox"/> If checked, products of collateral are also covered. 5. This Financing Statement covers the following types (or items) of property: SEE ATTACHED
6. If the collateral is crops, the crops are growing or to be grown on the following described real estate:	


7. If the collateral is (a) goods which are or are to become fixtures; (b) timber to be cut; or (c) minerals or the like (including oil and gas), or accounts resulting from the sale thereof at the wellhead or minehead to which the security interest attaches upon extraction, the legal description of the real estate concerned is:

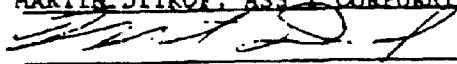
And, this Financing Statement is to be recorded in the office where a mortgage on such real estate would be recorded. If the Debtor does not have an interest of record, the name of a record owner is: TOTAL 5.00 5.00

8. This Financing Statement is signed by the Secured Party instead of the debtor to perfect or ~~continue~~ continue perfection of a security interest in:

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 filing has lapsed or will lapse.
 collateral acquired after a change of name, identity, or corporate structure of the Debtor.

MORRIS MECHANICAL HANDLING, INC.
DAVID D. SMITH, VICE PRESIDENT/CONTROLLER

 SIGNATURE(S) OF DEBTOR(S) OR ASSIGNOR

(Use whichever is applicable)
 Dated: NOVEMBER 22, 1996
BARNISCHFEGGER CORPORATION
MARTIN DITKOF, ASS'T CORPORATE SECRETARY

 SIGNATURE OF SECURED 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. Definitions. 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 pledges 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 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).

- (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, Alameda 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.
- (F) The Debtor shall at all times bear all risk of loss of, damage to, and 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, theft 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-in-fact 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. In 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 made, 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 resell 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

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. Waiver. 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.

DEBTOR

SECURED PARTY

Morris Mechanical Handling, Inc

Harnischfeger Corporation

By: 
David D. Smith

By: 
Martin Dittkof

Title: Vice President and Controller



Title: Assistant Corporate Secretary

This FINANCING STATEMENT is prepared for filing and will remain effective, with certain exceptions, for five years from the date of filing, pursuant to Section 9403 of the California Uniform Commercial Code.

1. DEBTOR <small>CASH RECEIPTS FROM - IF AN INDIVIDUAL</small> Merrie Mechanical Handling, Inc. dba WPM Crane Services		1A <small>FEDERAL SECURITY OR FEDERAL TAX ID NO.</small>
1B <small>MAILING ADDRESS</small> 3055 Tanageran Street	1C <small>CITY STATE</small> San Leandro, California	1D <small>ZIP CODE</small> 94577
2. ADDITIONAL DEBTOR <small>IF ANY CASH RECEIPTS FROM - IF AN INDIVIDUAL</small>		2A <small>FEDERAL SECURITY OR FEDERAL TAX ID NO.</small>
2B <small>MAILING ADDRESS</small>	2C <small>CITY STATE</small>	2D <small>ZIP CODE</small>
3. DEBTOR'S TRADE NAMES OR STYLES <small>IF ANY</small>		3A <small>FEDERAL TAX NUMBER</small>
4. SECURED PARTY <small>NAME</small> Bank of the West <small>MAILING ADDRESS</small> P. O. Box 8182 <small>CITY</small> Walnut Creek <small>STATE</small> California <small>ZIP CODE</small> 94596		4A <small>FEDERAL SECURITY OR FEDERAL TAX ID NO. OR OTHER NUMBER AND A D A NO.</small> 94-0475440
5. ADDRESS OF SECURED PARTY <small>IF ANY</small>		5A <small>FEDERAL SECURITY OR FEDERAL TAX ID NO. OR OTHER NUMBER AND A D A NO.</small>

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).
See Attached Schedule "A"

7. <input checked="" type="checkbox"/> 7A <input checked="" type="checkbox"/> 7B <input type="checkbox"/> 7C <input type="checkbox"/> 7D <input type="checkbox"/> 7E	7A <small>ASPECTS OF COLLATERAL ARE ALSO COVERED</small>	7B <small>DEBTOR'S SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5 IS FROM</small>
8. <input checked="" type="checkbox"/> 8A <input type="checkbox"/> 8B	8A <small>DEBTOR IS A TRANSMITTING UTILITY IN ACCORDANCE WITH UCC § 9409 (1) (B)</small>	

9. X <i>Jed Blough</i> <small>DEBTOR'S SIGNATURE</small> Merrie Mechanical Handling, Inc. dba WPM Crane Services <small>TYPE OR PRINT NUMBER OF DEBTOR'S COPY</small>	DATE 10/20/95	10. THE SPACE FOR USE OF FILING OFFICER <small>(DATE, TIME, FILE NUMBER AND FILING OFFICER)</small> 9531760743   <small>FILED</small> <small>SACRAMENTO, CA</small> <small>NOV 03 1995 AT 0800</small> <small>11-9-95</small> <small>BILL JONES</small> <small>SECRETARY OF STATE</small>
<i>Danor</i> <small>DEBTOR'S SIGNATURE</small> Bank of the West <small>TYPE OR PRINT NUMBER OF SECURED PARTY'S COPY</small>		
11. 16-0000-022-8 <small>FILED COPY NO.</small>		
Bank of the West <small>NAME</small> <small>ADDRESS</small> Equipment Leasing Dept. <small>CITY</small> P. O. Box 8182 <small>STATE</small> Walnut Creek, California 94596		

12. FILING OFFICER COPY Form UCC-1- Approved By the Secretary of State

SYSTEM ITEMIZATION

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

MORRIS MECHANICAL HANDLING, INC.
DBA WPH CRANE SERVICES

BY: J. M. Handley, PRESIDENT

DATE: 10/30/95

J. M. Handley
Contract's Initial

OPTIONS AT END OF LEASE TERM

Purchase Option: Check One

- ~~1. Full Current Market Value~~
2. \$1,000 Buy-out

Renewal Option:

1. Twelve (12) Months at the
Final Current Monthly Lease Payment
2. Thirty-six (36) months with
25% Escalator to Final Current Monthly Lease Payment

953-1760743

This document is presented for filing and will remain effective with certain exceptions for a period of five years from the date of filing pursuant to section 8403 of the California Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) MORRIS MECHANICAL HANDLING, INC.		1A FEDERAL ACCOUNTING OR FEDERAL TAX NO 94-3203134
1B MAILING ADDRESS 3077 TEAGARDEN STREET		1C CITY STATE SAN LEANDRO, CALIFORNIA
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL)		1D ZIP CODE 94577
2B MAILING ADDRESS		2A SOCIAL SECURITY OR FEDERAL TAX NO
3. DEBTOR'S TRADE NAME OR STYLE (IF ANY) WPH CRANE SERVICES		2B ZIP CODE
4. SECURED PARTY NAME HARNISCHFEGER CORPORATION MAILING ADDRESS 315 W FOREST HILL AVENUE CITY OAK CREEK STATE WISCONSIN ZIP CODE 53154		3A FEDERAL TAX NUMBER 94-3203134
5. ADDRESS OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		4A SOCIAL SECURITY NO., FEDERAL TAX NO OR BANK ACCOUNT AND R. D. NO 39-0334430
6. THIS FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).		4B SOCIAL SECURITY NO., FEDERAL TAX NO OR BANK ACCOUNT AND R. D. NO

SEE ATTACHED

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. <input checked="" type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 6(S) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9.108 (1)(b)	

9. DATE: **11/22/96**

SIGNATURE(S) OF DEBTOR(S)
MORRIS MECHANICAL HANDLING, INC.
D/B/A WPH CRANE SERVICES
TYPE OR PRINT NAME(S) OF DEBTOR(S) **DAVID D. SMITH, V.P. AND CONTROLLER**

SIGNATURE(S) OF SECURED PARTY
[Signature]

TYPE OR PRINT NAME(S) OF SECURED PARTY

11. Return copy to:
NAME
ADDRESS **SANDY REINHOLTZ**
CITY **HARNISCHFEGER CORPORATION**
STATE **315 W FOREST HILL AVENUE**
ZIP CODE **OAK CREEK, WI 53154**

10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICE)

9634160333

FILED
SACRAMENTO, CA
DEC 05 1996 AT 0800
12-5-96
BILL JONES
SECRETARY OF STATE

FORM UCC-1
Approved by the Secretary of State

**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. Definitions. 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,

9634160333

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 pledges 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 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).

9634160333

- (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, Alameda County, San Leandro, California 94577 and at 3106 W. Thomas Road, Maricopa County, Phoenix, Arizona 85017 and at 1315 Greg Street, Washoe County, Sparks, Nevada 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 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.
- (F) The Debtor shall at all times bear all risk of loss of, damage to, and 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, theft 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

9634160333

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-in-fact 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

9634160333

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. In 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 made, 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 resell 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 Obligations, 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

9634160333

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.

9634160333

Section 7. Waiver. 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.

9634160333

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

Harnischfeger Corporation

By: 
David D. Smith

By: 
Martin Dittkol

Title: Vice President and Controller

Title: Assistant Corporate Secretary

9634160332

9902860339

FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY
The Financing Statement is prepared for filing pursuant to the Uniform Commercial Code and is a public document, and public records, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)		B. FILING OFFICE ACCT. # (optional)
		P6-0000-795-9
C. RETURN COPY TO (Name and Mailing Address)		
RJMS CORP DBA TOYOTA MATERIAL HANDLING NORTHERN CALIFORNIA 21053 ALEXANDER COURT HAYWARD, CA 94545		
D. OPTIONAL DESIGNATION (if applicable):		
<input type="checkbox"/> LEASE/LEASE	<input type="checkbox"/> CONVEYANCE/COMBINE	<input type="checkbox"/> NON-UCC FILING

FILED
 SACRAMENTO, CA
 JAN 21, 1990 AT 0800
 BILL JONES
 SECRETARY OF STATE

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME
 Morris Mechanical Handling Inc DBA Morris Material Handling

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

3077 Teagarden Street

CITY

San Leandro

STATE

CA

COUNTRY

USA

POSTAL CODE

94577

1d. S.S. OR TAX ID #

OPTIONAL ADD'L INFO RE ENTITY DEBTOR

1e. TYPE OF ENTITY

1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION

1g. ENTITY'S ORGANIZATIONAL I.D.#, if any

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

COUNTRY

POSTAL CODE

2d. S.S. OR TAX ID #

OPTIONAL ADD'L INFO RE ENTITY DEBTOR

2e. TYPE OF ENTITY

2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION

2g. ENTITY'S ORGANIZATIONAL I.D.#, if any

NONE

3. SECURED PARTY'S ORIGINAL S.P. OR ITS TOTAL ASSIGNEE'S EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME
 TMCC Equipment Finance MS R307

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

P O Box 3457

CITY

Torrance

STATE

CA

COUNTRY

USA

POSTAL CODE

90510-3457

4. This FINANCING STATEMENT covers the following items or items of property:

**THIS FINANCING STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY.
THE SECURED PARTY IS THE OWNER OF THE DESCRIBED PROPERTY.**

One (1) New Toyota Forklift, Model 42-6FGCU25
5000# Capacity, 189 FSV Mast, LP

S/N: 77601

5. CHECK THE FINANCING STATEMENT is signed by the Secured Party (or its Assignee) or the Debtor to perfect a security interest in the property described in this statement or in another jurisdiction when it was brought into this state, or when the property is brought into this state, or when it is a continuation of another jurisdiction's security interest. If not applicable, check the appropriate box.

6. REQUIRED BY TYPE OF PROPERTY:

REAL ESTATE

7. If filed in Florida, check and

Documentary stamp Documentary stamp (see note)

Copy the deed See note

8. This FINANCING STATEMENT is to be filed for record in the REAL ESTATE RECORDS of the State of California. If not applicable

9. Check to REQUEST SEARCH CERTIFICATE (see Debtor's ADDITIONAL FEE)

All Counties County 1 County 2

Morris Mechanical Handling Inc DBA Morris Material Handling

(1) FILING OFFICER COPY - NATIONAL FINANCING STATEMENT (FORM UCC-1) (TRANS. REG. 12-1985)

10. ONLY A FILING OFFICER
 REGISTRATION FEE
 1.00 PER PAGE
 P. O. BOX 710
 SACRAMENTO, CA 95832
 (916) 421-1310

Annex B

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

#303848 v3

Correct Legal Name of Credit Party	Tax ID	Locations
EPH Material Handling, LLC Philadelphia Tramrail (dba)	39-1836620	<u>Chief Executive Office</u> 290 Executive Drive Cranberry Township, PA 16066-6417 (Butler County) <u>Location with books and records</u> 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County) <u>Other places of business</u> 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) 137 Sandy Drive Newark, NJ 19713 (Essex County)
Harnischfeger Distribution & Service, LLC	39-1836557	<u>Chief Executive Office</u> 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County)
HPH Material Handling, LLC	39-1836624	<u>Chief Executive Office</u> S40 W24160 Rockwood Way Waukesha, WI 53186 (Waukesha County) <u>Location with books and records</u> 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County) <u>Other</u> 1544 Barclay Blvd. Buffalo Grove, IL 60089-4530 (Lake County)
Material Handling Equipment Nevada Corporation	88-0376697	<u>Chief Executive Office</u> 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County)

Correct Legal Name of Credit Party	Tax ID	Locations
Merwin, LLC (f/k/a Morris Material Handling, LLC)	Applied for	<u>Chief Executive Office</u> 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County)
MHE Technologies, Inc.	52-2058706	<u>Chief Executive Office</u> 1105 North Market Street Suite 1300 Wilmington, DE 19899 (New Castle County)
MMH Holdings, Inc.	39-1716155	<u>Chief Executive Office</u> 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County)
Morris Material Handling, Inc.	39-1924039	<u>Chief Executive Office</u> 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County)
Morris Material Handling LLC (f/k/a Material Handling LLC)	39-1909984	<u>Chief Executive Office</u> 315 West Forest Hill Avenue Oak Creek, WI 53254 (Milwaukee County) <u>Location with books and records</u> 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County) <u>Other</u> 4401 State Hwy 19 Windsor, WI 53598 (Dane County)
MPH Crane, Inc.	31-1075991	<u>Chief Executive Office</u> 213 Industrial Drive Franklin, OH 45005 (Warren County) <u>Location with books and records</u> 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County) <u>Other:</u> 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	<u>Tax ID</u>	<u>Locations</u>
		<p>1520 Harmon Plaza Columbus, OH 43223 (Franklin County)</p> <p>7670 First Place, Suite H Cleveland, OH 44146 (Cuyahoga County)</p> <p>25357 Dequindre Road Madison Heights, MI 48071-4241 (Oakland County)</p> <p>1115 142nd Avenue Wayland, MI 49648 (Allegany County)</p> <p>15985 Sturgeon Roseville, MI 48066 (Macomb County)</p>
PHME Service, Inc.	39-1836623	<p><u>Chief Executive Office</u> 315 West Forest Hill Avenue Oak Creek, WI 53154 (Milwaukee County)</p>
PHMH Holding Company	52-2013056	<p><u>Chief Executive Office</u> 1105 North Market Street Suite 1300 Wilmington, DE 19899 (New Castle County)</p>

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