FORM PTO-1618A xpires 06/30/99 JMB 0651-0027 07-23-1999



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Submission Type 7-20-99	Conveyance Type
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Resubmission (Non-Recordation)	X Security Agreement Nunc Pro Tunc Assignment
Document ID #	Effective Date Morger Month Day Year
Correction of PTO Error Reel # Frame #	Merger 07 22 98
Corrective Document	Change of Name
Reel # Frame #	Other
Conveying Party	Mark if additional names of conveying parties attached Execution Date Month Day Year
Name Anthony Crane Rental	• L.P. 07 22 98
Formerly	
Individual General Partnership X	Limited Partnership Corporation Association
Other	
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Citizensiiip/State of incorporation/organiza	ntion Pennsylvania
Receiving Party	Mark if additional names of receiving parties attached
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Name	James Talbo	t, Esq.			
Address (line 1)	c/o Skadden,	Arps, Slate	e, Meagher	& Flom LLP	
Address (line 2)	919 Third Av	renue			
Address (line 3)	New York, NY	10022			
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PLEDGE AND SECURITY AGREEMENT

This PLEDGE AND SECURITY AGREEMENT, dated as of July 22, 1998, is entered into by and among ANTHONY CRANE RENTAL, L.P., a Pennsylvania limited partnership ("Company"), EACH OF THE UNDERSIGNED (INCLUDING COMPANY), as a grantor, whether as an original signatory hereto or as an Additional Grantor (as herein defined) (each, a "Grantor") and FLEET NATIONAL BANK ("Fleet"), as collateral agent (in such capacity, "Collateral Agent") for Secured Parties (as such term is herein defined).

RECITALS

WHEREAS, Company, Anthony Crane Rental Holdings, L.P. ("Holdings"), the financial institutions from time to time parties thereto (the "CA Lenders") Goldman Sachs Credit Partners L.P. ("GSCP"), as Arranger and Syndication Agent (in such capacity, "CA Syndication Agent"), Collateral Agent, Fleet, as Administrative Agent (in such capacity, "CA Administrative Agent"), and DLJ Capital Funding, Inc. ("DLJ"), as Documentation Agent (in such capacity, "CA Documentation Agent") have entered into a Credit Agreement of even date herewith (as it may be from time to time amended, supplemented or otherwise modified, the "Credit Agreement") pursuant to which the CA Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company;

WHEREAS, Company, Holdings, the financial institutions from time to time parties thereto (the "Term Lenders") GSCP, as Arranger and Syndication Agent (in such capacity, "Term Syndication Agent"), Collateral Agent, Fleet, as Administrative Agent (in such capacity, "Term Administrative Agent"), and DLJ, as Documentation Agent (in such capacity, "Term Documentation Agent") have entered into a Term Loan Agreement of even date herewith (as it may be from time to time amended, supplemented or otherwise modified, the "Term Loan Agreement"; the Revolving Credit Agreement and the Term Loan Agreement, (each, a "Financing Agreement") pursuant to which Term Lenders have made certain commitments, subject to the terms and conditions set forth in the Term Loan Agreement, to extend certain credit facilities to Company;

WHEREAS, pursuant to Section 6.10 of the Credit Agreement, Company may enter into one or more Interest Rate Agreements (collectively, the "Hedge Agreements") with one or more Lenders or Affiliates thereof (in such capacity, collectively, "Lender Counterparties"; the Lender Counterparties, the CA Lenders, the CA Syndication Agent, the CA Administrative Agent, the CA Documentation Agent, the Term Lenders, the Term Syndication Agent, the Term Administrative Agent, and the Term Documentation Agent each being a "Secured Party");

WHEREAS, in consideration of the extensions of credit and other accommodations of CA Lenders, Term Lenders and Lender Counterparties as set forth in the Financing Agreements and the Hedge Agreements, respectively, each Grantor has agreed, subject to the terms and conditions hereof, each other Loan Document and each of the Hedge Agreements, to secure such

Grantor's obligations under the Financing Agreements, the other Loan Documents and the Hedge Agreements party thereto as set forth herein.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and Collateral Agent agree as follows:

SECTION 1. DEFINED TERMS AND INTERPRETATION

- 1.1. <u>Defined Terms</u>. Capitalized terms used herein, including the recitals hereto, not otherwise defined herein shall have the meanings ascribed thereto in the Financing Agreements. In addition, the following terms shall have the following meanings:
- "Acceleration" shall mean any of the Credit Agreement Obligations or the Term Loan Agreement Obligations have been declared, or have become, immediately due and payable, or the commitments to extend credit of the CA Lenders or the Term Lenders shall have been terminated under Section 8 of the Credit Agreement or Section 7 of the Term Loan Agreement, respectively.
- "Agreement" means this Pledge and Security Agreement dated as of July 22, 1998, as it may be amended, supplemented or otherwise modified from time to time.
- "CA Commitments" shall mean the "Commitments" as defined in the Credit Agreement.
 - "CA Obligations" shall mean the "Obligations" as defined in the Credit Agreement.
 - "Commitments" means the CA Commitments and the Term Commitments.
- "Event of Default" means any "Event of Default" as defined in any Financing Agreement or the occurrence of an Event of Default in which Company is the Defaulting Party and which results in the designation of an Early Termination Date (as such terms are defined in a Master Agreement or an Interest Rate Swap Agreement or Interest Rate Agreement in the form prepared by the International Swap and Derivatives Association Inc. or a similar event under any similar swap agreement) under any Hedge Agreement.
 - "Financing Agreement Obligations" means CA Obligations and Term Obligations.
- "Hedge Agreement Obligations" means all obligations of any nature of Company from time to time owed to Lender Counterparties or any of them under Hedge Agreements, including without limitation payments for early termination thereof.
- "Intercreditor Agreement" means the Intercreditor Agreement, dated as of July 22, 1998, by and among CA Administrative Agent, Term Administrative Agent and Collateral

Agent, as amended, supplemented or modified from time to time in accordance with the terms thereof.

- "Loan" means any "Loan" as defined in any Financing Agreement.
- "Loan Document" means any "Loan Document" as defined in any Financing Agreement.
- "Requisite Obligees" means "Requisite Obligees" as defined in the Intercreditor Agreement.
- "Term Commitments" shall mean the "Commitments" as defined in the Term Loan Agreement.
- "Term Obligations" shall mean the "Obligations" as defined in the Term Loan Agreement.
- 1.2 <u>Interpretation</u>. References to "Sections" and "subsections" shall be to Sections and subsections, respectively, of this Guaranty unless otherwise specifically provided.

SECTION 2. GRANT OF SECURITY

2.1. Senior Grant. To secure the timely payment and performance of the CA Obligations and the Hedge Agreement Obligations, each Grantor does hereby assign to and grant a security interest in, in favor of the Collateral Agent, on behalf of and for the benefit of the CA Lenders and the Lender Counterparties, all the estate, right, title and interest of such Grantor, whether now owned or hereafter acquired or arising and wheresoever located, whether or not of a type which may be subject to a security interest under the UCC, in, to and under the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (being referred to herein collectively as the "Collateral"):

(a) all "Investment Property", which term means:

(i) all right, title and interest of such Grantor, whether now owned or hereafter acquired, in all shares of capital stock owned by such Grantor, including without limitation, all shares of capital stock described on Schedule 2.1(a), and the certificates representing such shares and any interest of such Grantor in the entries on the books of any financial intermediary pertaining to such shares, and all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares (all of the foregoing being referred to herein collectively as the "Pledged Stock"):

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- (ii) all right, title and interest of such Grantor, whether now owned or hereafter acquired, of all Indebtedness owed to such Grantor, including, without limitation, all Indebtedness described on Schedule 2.1(a), issued by the obligors named therein, the instruments evidencing such Indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness (all of the foregoing being referred to herein collectively as the "Pledged Debt");
- all of such Grantor's right, title and interest as a limited and/or general partner in all partnerships, including, without limitation, the partnerships described on Schedule 2.1(a) (the "Partnerships"), whether now owned or hereafter acquired, including, without limitation, all of such Grantor's right, title and interest in, to and under the partnership agreements described on Schedule 2.1(a) (as such agreements have heretofore been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Partnership Agreements") to which it is a party (including, if such Grantor is a general partner of any Partnership, the right to vote with respect to and to manage and administer the business of such Partnership) together with all other rights, interests, claims and other property of such Grantor in any manner arising out of or relating to its limited and/or general partnership interest in the Partnerships, whatever their respective kind or character, whether they are tangible or intangible property, and wheresoever they may exist or be located, and further including. without limitation, (1) all of the rights of such Grantor as a limited and/or general partner: (A) (I) to receive money due and to become due (including without limitation dividends, distributions, interest, income from partnership properties and operations. proceeds of sale of partnership assets and returns of capital) under or pursuant to the Partnership Agreements, (II) to receive payments upon termination of the Partnership Agreements, and (III) to receive any other payments or distributions, whether cash or noncash, in respect of such Grantor's limited and/or general partnership interest evidenced by the Partnership Agreements; (B) in and with respect to claims and causes of action rising out of or relating to the Partnerships; and (C) to have the access to the Partnerships' books and records and to other information concerning or affecting the Partnerships; and (2) any "certificate of interest" or "certificates of interest" (or other certificates or instruments however designated or titled) issued by the Partnerships and evidencing such Grantor's interest as a limited and/or general partner in the Partnerships (collectively, the "Certificates" and any interest of such Grantor in the entries on the books of any financial intermediary pertaining to such Grantor's interest as a limited and/or general partner in the Partnership (all of the foregoing being referred to herein collectively as the "Partnership Interests");
- (iv) all of such Grantor's right, title and interest as a member of all limited liability companies (the "LLCs"), including, without limitation, all of such Grantor's right, title and interest in, to and under the limited liability company interests set forth on Schedule 2.1(a), whether now owned or hereafter acquired, including, without limitation, all of such Grantor's right, title and interest in, to and under the operating

agreements with respect to any such LLC (as such agreements have heretofore been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, each, an "LLC Agreement") to which it is a party, regardless of whether such right, title and interest arises under such LLC Agreement, including (1) all rights of such Grantor to receive distributions of any kind, in cash or otherwise, due or to become due under or pursuant to each such LLC Agreement or otherwise in respect of such Person, (2) all rights of such Grantor to receive proceeds of any insurance. indemnity, warranty or guaranty with respect to each such Person, (3) all claims of such Grantor for damages arising out of, or for the breach of, or for a default under, each such LLC Agreement, (4) any certificated or uncertificated security evidencing any of the foregoing issued by such Person to such Grantor and (5) to the extent not included in the foregoing, all proceeds of any and all of the foregoing (all of the foregoing being referred to herein collectively as the "LLC Interests"; the Pledged Stock, the Pledged Debt, the Partnership Interests and the LLC Interests being herein collectively referred to as the "Pledged Securities"; provided, in any event, the term "Pledged Securities" shall not include any Securities with respect to Excluded Subsidiaries;

- all additional shares of, limited and/or general partnership interests in and limited liability company interests in, and all securities convertible into and warrants. options and other rights to purchase or otherwise acquire, stock of any issuer of the Pledged Stock, limited and/or general partnership interests in the Partnerships, and limited liability company interests in the LLCs, from time to time acquired by such Grantor in any manner (which shares or interests shall be deemed to be part of the Pledged Securities), the certificates or other instruments representing such additional shares or interests, securities, warrants, options or other rights and any interest of such Grantor in the entries on the books of any financial intermediary pertaining to such additional shares or interests, and all additional indebtedness from time to time owed to such Grantor by any obligor on the Pledged Debt and the instruments evidencing such indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness; (all of the foregoing being referred to herein collectively as the "Additional Pledged Securities"), and all dividends, distributions, cash, warrants. rights, instruments, payments and other property or proceeds from time to time received. receivable or otherwise distributed in respect of or in exchange for any or all of such Additional Securities; and
- (vi) all shares of, limited and/or general partnership interests in, and limited liability company interests in, and all securities convertible into and warrants, options and other rights to purchase or otherwise acquire, stock of, limited and/or general partnership interests in, or limited liability company interests in any Person that, after the date of this Agreement, becomes, as a result of any occurrence, a direct Subsidiary of such Grantor (which shares or interests shall be deemed to be part of the Pledged Securities), the certificates or other instruments representing such shares, interests, securities, warrants, options or other rights and any interest of such Grantor in the entries on the books of any

financial intermediary pertaining to such shares or interests and all dividends, distributions, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares, interests, securities, warrants, options or other rights, and all Indebtedness from time to time owed to such Grantor by any Person that, after the date of this Agreement, becomes, as a result of any occurrence, a Subsidiary of such Grantor, and the instruments evidencing such Indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness;

(b) the restricted deposit account established and maintained by Collateral Agent pursuant to Section 8.4 (the "Collateral Account"), together with all amounts on deposit from time to time in such deposit accounts; and all interest, cash, instruments, securities and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

(c) all "Intellectual Property", which term means:

- all trademarks, service marks, designs, logos, indicia, tradenames, (i) corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned or used by such Grantor in its business, or hereafter adopted and used, including, without limitation, the Trademarks specifically identified in Schedule 2.1(c) (all of the foregoing being referred to herein collectively as the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in certain foreign countries, including, without limitation, the registrations specifically identified in Schedule 2.1(c) (all of the foregoing being referred to herein collectively as the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in certain foreign countries (all of the foregoing being referred to herein collectively as the "Trademark Rights"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (all of the foregoing being referred to herein collectively as the "Associated Goodwill"):
- patent applications under any domestic law that are presently, or in the future may be, owned by such Grantor and all patents and patent applications and rights and interests in patents and patent applications under any domestic law that are presently, or in the future may be, held or used by such Grantor in whole or in part, including, without limitation, the patents and patent applications listed in <u>Schedule 2.1(c)</u>, all rights (but not obligations corresponding thereto), including, without limitation, the right (but not the obligation, and exercisable only upon the occurrence and continuation of an Event of Default) to sue for past, present and future infringements in the name of such Grantor or in the name of Collateral Agent or Secured Parties, and all re-issues, divisions, continuations, renewals.

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extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "Patents"); it being understood that the rights and interest included herein hereby shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of such Grantor pertaining to patent applications and patents presently or in the future owned or used by third parties but, in the case of third parties which are not Affiliates of Grantor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties; and

- various published and unpublished works of authorship including, without (iii) limitation, computer programs, computer data bases, other computer software, including without limitation, object code and source code, mask works, semiconductor chips. masks, cell libraries, layouts, trade secrets, trade secret rights, trade dress rights, ideas. drawings, designs, schematics, algorithms, writings, techniques, processes and formulas. including, without limitation, the works listed on Schedule 2.1(c) (all of the foregoing being referred to herein collectively as the "Copyrights"), all copyright registrations issued to such Grantor and applications for copyright registration that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in certain foreign countries, including, without limitation, the registrations listed on Schedule 2.1(c) (all of the foregoing being referred to herein collectively as the "Copyright Registrations"), all common law and other rights in and to the Copyrights in the United States and any state thereof and in certain foreign countries including all copyright licenses (but with respect to such copyright licenses, only to the extent permitted by such licensing arrangements) (all of the foregoing being referred to herein collectively as the "Copyright Rights"), including, without limitation, each of the Copyrights, rights, titles and interests in and to the Copyrights and works protectable by copyright, which are presently, or in the future may be, owned, created (as a work for hire for the benefit of such Grantor), authored (as a work for hire for the benefit of such Grantor), acquired or used (whether pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) by such Grantor, in whole or in part, and all Copyright Rights with respect thereto and all Copyright Registrations therefor, heretofore or hereafter granted or applied for, and all renewals and extensions thereof, throughout the world, including all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits), the right (but not the obligation) to renew and extend such Copyrights. Registrations and Copyright Rights and to register works protectable by copyright and the right (but not the obligation and exercisable only upon the occurrence and continuation of an Event of Default) to sue or bring opposition or cancellation proceedings in the name of such Grantor or in the name of Collateral Agent or Secured Parties for past, present and future infringements of the Copyrights and Copyright Rights;
- (d) all of such Grantor's right, title and interest in, to and under any equipment in all of its forms, including, without limitation, the Cranes and Lifting Equipment listed on

Schedule 2.1(d)A and the Trucks and Trailers listed on Schedule 2.1(d)B, all accessions or additions thereto, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefor, wherever located, now or hereafter existing (all of the foregoing being referred to herein collectively as the "Equipment");

- (e) all of such Grantor's right, title and interest in, to and under any inventory in all of its forms, including, but not limited to, (i) all goods held by such Grantor for sale or lease or to be furnished under contracts of service or so leased or furnished, (ii) all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in such Grantor's business, (iii) all goods in which such Grantor has an interest in mass or a joint or other interest or right of any kind, (iv) all goods which are returned to or repossessed by such Grantor, and all accessions thereto and products thereof, and (v) all negotiable and non-negotiable documents of title, including, without limitation, warehouse receipts, dock receipts and bills of lading issued by any Person covering any of the foregoing (all of the foregoing being referred to herein collectively as the "Inventory");
- (f) all of such Grantor's right, title and interest in, to and under any accounts, contract rights, chattel paper, documents, instruments, general intangibles and other rights and obligations of any kind (all of the foregoing being referred to herein collectively as the "Accounts") and all of such Grantor's rights in, to and under all security agreements, leases and other contracts securing or otherwise relating to any Accounts (all of the foregoing being referred to herein collectively as the "Related Contracts");
- (g) all of such Grantor's right, title and interest in, to and under all agreements and contracts to which such Grantor is a party as of the date hereof, including, without limitation, each Material Contract, or to which such Grantor becomes a party after the date hereof, as each such agreement may be amended, supplemented or otherwise modified from time to time (all of the foregoing being referred to herein collectively as the "Assigned Agreements"), including (i) all rights of such Grantor to receive moneys due or to become due under or pursuant to the Assigned Agreements, (ii) all rights of such Grantor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) all claims of such Grantor for damages arising out of any breach of or default under the Assigned Agreements, and (iv) all rights of such Grantor to terminate, amend, supplement, modify or exercise rights or options under the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder;
- (h) to the extent not otherwise included in any other paragraph of this <u>Section 2</u>, all other general intangibles, including tax refunds, rights to payment or performance, choses in action and judgments taken on any rights or claims included in the Collateral;
- (i) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information

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relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; and

- (j) to the extent not covered by <u>Sections 2.1(a)</u> through <u>2.1(i)</u>, all other personal property of such Grantor, all proceeds, products, rents and profits of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes of this Agreement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.
- 2.2. Junior Grant. To secure the timely payment and performance of the Term Obligations, each Grantor does hereby assign to and grant a security interest in, in favor of the Collateral Agent, on behalf of and for the benefit of the Term Lenders, all the estate, right, title and interest of such Grantor, whether now owned or hereafter acquired or arising and wheresoever located, whether or not of a type which may be subject to a security interest under the UCC, in, to and under the Collateral; provided, such assignment and grant shall be junior and subordinate to the assignment and grant in the Collateral made pursuant to Section 2.1.
- 2.3. No Breach. Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a security interest in, any of such Grantor's rights or interests in any license, contract or agreement to which such Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which such Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-318(4) of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

SECTION 3. SECURITY FOR OBLIGATIONS

This Agreement secures, and the Collateral is collateral security for, the prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a)), of all obligations and liabilities of every nature, of each Grantor now or hereafter existing under or arising out of or in connection with any Financing Agreement, any other Loan Document or any Hedge Agreement and all extensions or renewals of any of the foregoing, whether for principal, interest (including without limitation interest that, but for the

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filing of a petition in bankruptcy with respect to any Grantor, would accrue on such obligations), reimbursement of amounts drawn under Letters of Credit, payments for early termination of Hedge Agreements, fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Collateral Agent or any Secured Party as a preference, fraudulent transfer or otherwise and all obligations of every nature of each Grantor now or hereafter existing under this Agreement (all of the foregoing being referred to herein collectively as the "Secured Obligations").

SECTION 4. GRANTORS REMAIN LIABLE

- 4.1. Continuing Liability. Anything contained herein to the contrary notwithstanding, (a) each Grantor shall remain liable under any Partnership Agreement, LLC Agreement or any other contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed; (b) the exercise by Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under any Partnership Agreement, LLC Agreement or other the contracts and agreements included in the Collateral; and (c) Collateral Agent shall not have any obligation or liability under any Partnership Agreement, LLC Agreement or any other contracts and agreements included in the Collateral by reason of this Agreement, nor shall Collateral Agent be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.
- 4.2. No Obligations of Collateral Agent. Notwithstanding anything herein to the contrary, this Agreement shall not in any way be deemed to obligate Collateral Agent, any Secured Party or any purchaser at a foreclosure sale under this Agreement to assume any of any Grantor's obligations, duties, expenses or liabilities under any LLC Agreement or Partnership Agreement (including any Grantor's obligations as a general partner for the debts and obligations of a Partnership) and to manage the business and affairs of any Partnership or any of such Grantor's obligations for the debts and obligations of an LLC, or under any and all other agreements now existing or hereafter drafted or executed (collectively, the "Grantor Obligations") unless Collateral Agent, any Secured Party or any such purchaser otherwise expressly agrees in writing to assume any or all of said Grantor Obligations. In the event of foreclosure by Collateral Agent, each Grantor shall remain bound and obligated to perform its Grantor Obligations arising during or otherwise related to its ownership of the Collateral, and neither Collateral Agent nor any Secured Party shall be deemed to have assumed any of such Grantor Obligations except as provided in the preceding sentence. Without limiting the generality of the foregoing, neither the grant of the security interest in the Collateral in favor of Collateral Agent as provided herein nor the exercise by Collateral Agent of any of its rights hereunder nor any action by Collateral Agent in connection with a foreclosure on the Collateral

shall be deemed to constitute Collateral Agent or any Secured Party a partner of any Partnership or a member of any LLC; <u>provided</u>, in the event Collateral Agent or any purchaser of Collateral at a foreclosure sale elects to become a substituted general partner of any Partnership or manager of any LLC in place of any Grantor, Collateral Agent or such purchaser, as the case may, shall adopt in writing the applicable Partnership Agreement or LLC Agreement, as the case may be, and agree to be bound by the terms and provisions thereof.

SECTION 5. REPRESENTATIONS AND WARRANTIES

- 5.1. Generally. Each Grantor represents and warrants that each of the representation and warranties set forth in Section 5.16 of the Revolving Credit Agreement and Section 4.16 of the Term Loan Agreement are true and correct with respect to each item of Collateral applicable thereto owned by such Grantor as if fully set forth herein.
- 5.2. <u>Investment Property</u>. In addition to any other representation made thereby in Section 5.1 hereof, each Grantor represents and warrants as follows:
- (a) all of the Pledged Stock has been duly authorized and validly issued and are fully paid and non-assessable;
- (b) the Pledged Securities constitute all of the issued and outstanding equity Securities of each issuer thereof that are owned by such Grantor, and there are no outstanding warrants, options or other rights to purchase, or other agreements outstanding with respect to, or property that is now or hereafter convertible into, or that requires the issuance or sale of, any of the Pledged Securities;
- (c) all of the Pledged Debt has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof and is not in default and constitutes all of the issued and outstanding intercompany Indebtedness evidenced by a promissory note of the respective issuers thereof owing to such Grantor;
- (d) the security interest of Collateral Agent hereunder has been registered on the books and records of any issuer of "uncertificated securities" (as such term is defined in the UCC) included in the Collateral; and
- (e) with respect to any Investment Property, no consent of any Person, including any other limited or general partner of the Partnerships, any other member of any LLC, or any creditor of any Grantor, and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for either (i) the grant by any Grantor of the security interests granted hereby, (ii) the execution, delivery or performance of this Agreement by any Grantor, or (iii) the perfection of or the exercise by Collateral Agent of its rights and remedies hereunder (except as may have been taken by or at the direction of any Grantor).

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- 5.3. <u>Intellectual Property</u>. In addition to the representations and warranties made thereby in <u>Section 5.1</u> hereof, each Grantor represents and warrants as follows:
- (a) a true and complete list of all Trademark Registrations and Trademark applications owned, held (whether pursuant to a license or otherwise) or licensed for use by such Grantor, in whole or in part, as of the date of this Agreement is set forth in Schedule 2.1(c);
- (b) a true and complete list of all Patents owned, held (whether pursuant to a license or otherwise) or licensed for use by such Grantor, in whole or in part, as of the date of this Agreement is set forth in Schedule 2.1(c);
- (c) a true and complete list of all Copyright Registrations and applications for Copyright Registrations held (whether pursuant to a license or otherwise) or licensed for use by such Grantor, in whole or in part, as of the date of this Agreement is set forth in Schedule 2.1(c);
- (d) after inquiry, no Grantor is aware of any pending or threatened claim by any third party that any of the Intellectual Property that is materially necessary for the operation of the business of any Grantor ("Material Intellectual Property") owned, held or used by such Grantor is invalid or unenforceable; and
- (e) except as required hereby or permitted under the Financing Agreements, no effective security interest or other Lien covering all or any part of the Intellectual Property is on file in the United States Patent and Trademark Office or the United States Copyright Office.
- 5.4. <u>Location of Equipment and Inventory</u>. In addition to the representations and warranties made thereby in <u>Section 5.1</u> hereof, and subject to any qualification set forth in either Financing Agreement with respect to the location of any item of Equipment, each Grantor represents and warrants that all of the Equipment and Inventory is, as of the date hereof, located in the jurisdictions specified in <u>Schedule 5.4</u>.
- 5.5. Office Locations; Other Names. In addition to the representations and warranties made thereby in Section 5.1 hereof, each Grantor represents and warrants that as of the date hereof the chief place of business, the chief executive office and the office where such Grantor keeps its records regarding the Accounts and all originals of all chattel paper that evidence Accounts is, and has been for the four month period preceding the date hereof, located at the places indicated on Schedule 5.5, and no Grantor has in the past twelve months, and does not now do, business under any other name (including any trade-name or fictitious business name) except for those names set forth on Schedule 5.5.

6.1. Generally. Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor will promptly execute and deliver all further instruments and documents. and take all further action, that may be necessary or desirable, or that Collateral Agent may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral, subject in any event to Section 6.9 of the Revolving Credit Agreement and Section 5.9 of the Term Loan Credit Agreement. Without limiting the generality of the foregoing, each Grantor will (a) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary. or as Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby and (b) at Collateral Agent's reasonable request, appear in and defend any action or proceeding that may affect such Grantor's title to or Collateral Agent's security interest in all or any part of the Collateral. Each Grantor hereby authorizes Collateral Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of such Each Grantor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement signed by such Grantor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions.

6.2. Investment Property.

- (a) Each Grantor agrees that it will, upon obtaining any Additional Pledged Securities, promptly (and in any event within five Business Days) deliver to Collateral Agent a Pledge Supplement, duly executed by such Grantor, in substantially the form of Exhibit A (a "Pledge Supplement"), in respect of such Additional Pledged Securities. Each Grantor hereby authorizes Collateral Agent to attach each Pledge Supplement to this Agreement and agrees that all Additional Pledged Securities of such Grantor listed on any Pledge Supplement shall for all purposes hereunder be considered Collateral; provided, the failure of any Grantor to execute a Pledge Supplement with respect to any Additional Pledged Securities shall not impair the security interest of Collateral Agent therein or otherwise adversely affect the rights and remedies of Collateral Agent hereunder with respect thereto.
- (b) Upon request by Collateral Agent, each Grantor shall cause each Person which is an issuer of an uncertificated security included in the Collateral to execute and deliver all instruments and documents, and take all further action Collateral Agent may reasonably request, in order to perfect and protect any security interest granted or purported to be granted in such uncertificated securities, to establish "control" (as such term is defined in the UCC) by Collateral Agent over such Collateral or to enable Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to such Collateral, including, and as applicable, (i) register the security interest granted hereby upon the books of such Person in accordance with Article 8 of the UCC, and (ii) deliver to Collateral Agent an Acknowledgment of Pledge, duly

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executed by such Grantor, in substantially the form of Exhibit B (an "Acknowledgment of Pledge").

- 6.3. Intellectual Property. If any Grantor shall hereafter obtain rights to any new Intellectual Property or become entitled to the benefit of (a) any patent application or patent or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement of any Patent; or (b) any Copyright Registration, application for Registration or renewals or extension of any Copyright, then in any such case, the provisions of this Agreement shall automatically apply thereto. Each Grantor shall promptly notify Collateral Agent in writing of any of the foregoing rights acquired by such Grantor after the date hereof and of (i) any Trademark Registrations issued or applications for Trademark Registration or applications for Patents made, and (ii) any Copyright Registrations issued or applications for Copyright Registration made, in any such case, after the date hereof. Promptly after the filing of an application for any Trademark Registration, Patent or Copyright Registration, each Grantor shall execute and deliver to Collateral Agent and record in all places where this Agreement is recorded a Pledge Supplement, pursuant to which such Grantor shall grant to Collateral Agent a security interest to the extent of its interest in such Intellectual Property; provided, if, in the reasonable judgment of such Grantor, after due inquiry, granting such interest would result in the grant of a Trademark Registration or Copyright Registration in the name of Collateral Agent. in which event such Grantor shall give written notice to Collateral Agent as soon as reasonably practicable and the filing shall instead be undertaken as soon as practicable but in no case later than immediately following the grant of the applicable Trademark Registration or Copyright Registration, as the case may be. In addition to the foregoing, each Grantor hereby authorizes Collateral Agent to modify this Agreement without obtaining such Grantor's approval of or signature to such modification by amending Schedules 2.1(a) and 2.1(c), as applicable, to include reference to any right, title or interest in any existing Intellectual Property or any Intellectual Property acquired or developed by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which such Grantor no longer has or claims any right, title or interest.
- 6.4. Accounts. Each Grantor shall (a) mark conspicuously each item of chattel paper included in the Accounts, each Related Contract and, at the reasonable request of Collateral Agent, each of its records pertaining to the Collateral, with a legend, in form and substance reasonably satisfactory to Collateral Agent, indicating that such Collateral is subject to the security interest granted hereby, and (b) at the reasonable request of Collateral Agent, deliver and pledge to Collateral Agent hereunder all promissory notes and other instruments (excluding checks) and all original counterparts of chattel paper constituting Collateral, duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance reasonably satisfactory to Collateral Agent.
- 6.5. Equipment. Each Grantor shall (a) promptly after the acquisition by such Grantor of any item of Equipment which is covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a security interest on such certificate is required as a condition of perfection thereof, upon the reasonable request of Collateral Agent, execute

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and file with the registrar of motor vehicles or other appropriate authority in such jurisdiction an application or other document requesting the notation or other indication of the security interest created hereunder on such certificate of title, and (b) upon the reasonable request of Collateral Agent, deliver to Collateral Agent copies of all such applications or other documents filed during such calendar quarter and copies of all such certificates of title issued during such calendar quarter indicating the security interest created hereunder in the items of Equipment covered thereby.

SECTION 7. ADDITIONAL GRANTORS

From time to time subsequent to the date hereof, any Person may become a party hereto as an additional Grantor (an "Additional Grantor"), by delivering to Collateral Agent a Pledge and Security Agreement Counterpart, duly executed by such Person, in substantially the form of Exhibit C (a "Counterpart"). Upon delivery of any such Counterpart to Collateral Agent, notice of which is hereby waived by Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of Administrative Agent not to cause any Subsidiary of Company to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

SECTION 8. CERTAIN COVENANTS OF GRANTORS

8.1. Generally. Each Grantor shall:

- (a) the security interest created by this Agreement, not create or suffer to exist any Lien upon or with respect to any of the Collateral, except for Liens as described in Section 7.2 of the Revolving Credit Agreement and Section 6.2 of the Term Loan Credit Agreement;
- (b) not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;
- (c) notify Collateral Agent of any change in such Grantor's name, identity or corporate structure within 30 days of such change;
- (d) if Collateral Agent gives value to enable such Grantor to acquire rights in or the use of any Collateral, use such value for such purposes; and

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- (e) upon any officer of such Grantor obtaining knowledge thereof, promptly notify Collateral Agent in writing of any event that may materially and adversely affect the value of the Collateral or any portion thereof, the ability of such Grantor or Collateral Agent to dispose of the Collateral or any portion thereof, or the rights and remedies of Collateral Agent in relation thereto, including, without limitation, the levy of any legal process against the Collateral or any portion thereof.
- 8.2. Permitted Sales. No Grantor shall sell, transfer or assign (by operation of law or otherwise) any Collateral unless (a) such sale, transference or assignment of such Collateral is permitted by the Financing Agreements (a "Permitted Sale") and (b) no Event of Default shall have occurred and is then continuing or would occur after giving effect to such Permitted Sale. To the extent required by the terms of the Financing Agreements, the applicable Grantor shall, or shall cause, the Net Asset Sale Proceeds with respect to such Permitted Sale to be delivered to Collateral Agent. Upon receipt of such Net Asset Sales Proceeds, if applicable, and upon notice to Collateral Agent of such sale, the Lien hereof encumbering the Collateral subject to such Permitted Sale shall be released without any further action on the part of the Collateral Agent. Collateral Agent shall execute each and every appropriate filing statement and/or recording document reasonably requested by any Grantor is connection with the foregoing. Any reasonable expense or cost incurred by Collateral Agent in connection with any such release shall be for the account of the applicable Grantor.

8.3. Investment Property.

(a) Delivery and Consents.

- Property shall be delivered to and held by or on behalf of Collateral Agent pursuant hereto and shall be in suitable form for transfer by delivery or, as applicable, shall be accompanied by the applicable Grantor's endorsement, where necessary, or duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to Collateral Agent. Upon the occurrence and during the continuation of an Event of Default, Collateral Agent shall have the right, without notice to any Grantor, to transfer to or to register in the name of Collateral Agent or any of its nominees any or all of the Investment Property, subject only to the revocable rights specified herein. In addition, Collateral Agent shall have the right at any time to exchange certificates or instruments representing or evidencing Investment Property for certificates or instruments of smaller or larger denominations.
- (ii) Each Grantor hereby consents to the pledge of the Partnership Interests by each other Grantor in each Partnership pursuant to the terms hereof, and, subject to Section 10, to the transfer of such Partnership Interests to Collateral Agent or its nominee and to the substitution of Collateral Agent or its nominee as a substituted Partner or each such Partnership with all the rights, powers and duties of a general partner or a limited partners, as the case may be.

- (iii) Each Grantor hereby consents to the pledge of the LLC Interests by each other Grantor in each LLC pursuant to the terms hereof, and, subject to Section 10, to the transfer of such LLC Interests to Collateral Agent or its nominee and to the substitution of Collateral Agent or its nominee as a substituted member of the LLC with all the rights, powers and duties of a member of the LLC in question.
- (b) Covenants. Each Grantor shall, subject to the terms and conditions of the Financing Agreements:
 - (i) not permit any issuer of Pledged Securities to merge or consolidate unless all the outstanding capital stock of the surviving or resulting corporation is, upon such merger or consolidation, pledged hereunder;
 - (ii) cause each issuer of Pledged Stock not to issue any stock or other securities in addition to or in substitution for the Pledged Stock issued by such issuer, except to such Grantor;
 - (iii) promptly deliver to Collateral Agent notice of the conversion of any partnership interests in a Partnership Agreement or any membership interests in an LLC to certificated form;
 - subject to Sections 7.8 and 10.22 of the Revolving Credit Agreement, and Sections 6.8 and 9.22 of the Term Loan Agreement, not (1) cancel or terminate any of the Partnership Agreements or LLC Agreements or consent to or accept any cancellation or termination thereof, (2) sell, assign (by operation of law or otherwise) or otherwise dispose of any part of its limited or general partnership interest in any of the Partnerships or its membership interest in any of the LLCs, (3) amend, supplement or otherwise modify any of the Partnership Agreements or any of the LLC Agreements (as in effect on the date hereof), (4) to the extent a Material Adverse Affect could reasonably be expected to occur therefrom, waive any default under or breach of any of the Partnership Agreements or any of the LLC Agreements or waive, fail to enforce, forgive or release any right, interest or entitlement of any kind, howsoever arising, under or in respect of any of the Partnership Agreements or any of the LLC Agreements or vary or agree to the variation in any respect of any of the provisions of any of the Partnership Agreements or any of the LLC Agreements or the performance of any other Person under any of the Partnership Agreements or any of the LLC Agreements, or (5) to the extent a Material Adverse Affect could reasonably be expected to occur therefrom, petition, request or take any other legal or administrative action which seeks, or may reasonably be expected, to rescind, to terminate or to suspend any of the Partnership Agreements or any of the LLC Agreements or to amend or modify any of the Partnership Agreements or any of the LLC Agreements;
 - (v) subject to Sections 7.8 and 10.22 of the Revolving Credit Agreement, and Sections 6.8 and 9.22 of the Term Loan Agreement, at its expense (1) perform and

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comply in all material respects with all terms and provisions of the Partnership Agreements and the LLC Agreements required to be performed or complied with by it, (2) maintain the Partnership Agreements and the LLC Agreements to which it is a party in full force and effect, and (3) enforce each of the Partnership Agreements and each of the LLC Agreements to which it is a party in accordance with its terms, except to the extent to which a Material Adverse Affect could not be reasonably expected to occur from a failure to do so,;

- (vi) subject to Sections 7.8 and 10.22 of the Revolving Credit Agreement, and Sections 6.8 and 9.22 of the Term Loan Agreement, not vote to permit the Partnerships or the LLCs to enter into any transaction of merger or consolidation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution);
- (vii) pledge hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all Additional Pledged Securities; and
- (viii) pledge hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all Securities any Person that, after the date of this Agreement, becomes, as a result of any occurrence, a direct Subsidiary of such Grantor.

(c) Voting and Distributions.

- (i) So long as no Event of Default shall have occurred and be continuing,
- (1) each Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Investment Property or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Financing Agreements. It is understood, however, that neither (A) the voting by such Grantor of any Pledged Stock for or such Grantor's consent to the election of directors at a regularly scheduled annual or other meeting of stockholders or with respect to incidental matters at any such meeting, nor (B) such Grantor's consent to or approval of any action otherwise permitted under this Agreement and the Credit Agreement shall be deemed inconsistent with the terms of this Agreement or the Credit Agreement within the meaning of this Section, and no notice of any such voting or consent need be given to Collateral Agent;
- (2) such Grantor shall be entitled to receive and retain, and to utilize free and clear of the lien of this Agreement, any and all dividends, distributions and interest paid in respect of the Investment Property; provided, any and all dividends, distributions and interest paid or payable other than in cash in respect of, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Investment Property shall be, and shall forthwith be delivered to Collateral Agent to hold as, Investment Property and shall, if received by such Grantor, be received in trust for the

benefit of Collateral Agent, be segregated from the other property or funds of such Grantor and be forthwith delivered to Collateral Agent as Investment Property in the same form as so received (with all necessary endorsements); and

- (3) Collateral Agent shall promptly execute and deliver (or cause to be executed and delivered) to such Grantor all such proxies, dividend payment orders and other instruments as such Grantor may from time to time reasonably request for the purpose of enabling such Grantor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to clause (i) above and to receive the dividends, principal or interest payments which it is authorized to receive and retain pursuant to clause (2) above.
- (ii) Upon the occurrence and during the continuation of an Event of Default,
- (1) upon written notice from Collateral Agent to the applicable Grantor, all rights of such Grantor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease, and all such rights shall thereupon become vested in Collateral Agent who shall thereupon have the sole right to exercise such voting and other consensual rights;
- (2) all rights of such Grantor to receive the dividends and interest payments which it would otherwise be authorized to receive and retain pursuant hereto shall cease, and all such rights shall thereupon become vested in Collateral Agent who shall thereupon have the sole right to receive and hold as Investment Property such dividends and interest payments;
- (3) all payments which are received by such Grantor contrary to the provisions of clause (2) above shall be received in trust for the benefit of Collateral Agent, shall be segregated from other funds of such Grantor and shall forthwith be paid over to Collateral Agent as Investment Property in the same form as so received (with any necessary endorsements); and
- (4) all rights of such Grantor or receive any and all payments under or in connection with the Partnership Agreements and/or the LLC Agreements, including but not limited to the profits, dividends, and other distributions which it would otherwise be authorized to receive and retain pursuant hereto, shall cease, and all such rights shall thereupon become vested in Collateral Agent who shall thereupon have the sole right to receive and hold such payments as Collateral.
- (iii) IN ORDER TO PERMIT COLLATERAL AGENT TO EXERCISE THE VOTING AND OTHER CONSENSUAL RIGHTS WHICH IT MAY BE ENTITLED TO EXERCISE PURSUANT HERETO AND TO RECEIVE ALL DIVIDENDS AND OTHER DISTRIBUTIONS WHICH IT MAY BE ENTITLED TO

RECEIVE HEREUNDER, (1) EACH GRANTOR SHALL PROMPTLY EXECUTE AND DELIVER (OR CAUSE TO BE EXECUTED AND DELIVERED) TO COLLATERAL AGENT ALL SUCH PROXIES, DIVIDEND PAYMENT ORDERS AND OTHER INSTRUMENTS AS COLLATERAL AGENT MAY FROM TIME TO TIME REASONABLY REQUEST, AND (2) WITHOUT LIMITING THE EFFECT OF CLAUSE (1) ABOVE, EACH GRANTOR HEREBY GRANTS TO COLLATERAL AGENT AN IRREVOCABLE PROXY TO VOTE THE PLEDGED SECURITIES AND TO EXERCISE ALL OTHER RIGHTS, POWERS. PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF THE PLEDGED (INCLUDING **GIVING** WOULD BE **ENTITLED** SECURITIES WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, PARTNERS OR MEMBERS, AS THE CASE MAY BE, CALLING SPECIAL MEETINGS OF SHAREHOLDERS, PARTNERS OR MEMBERS, AS THE CASE MAY BE, AND VOTING AT SUCH MEETINGS), WHICH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY PLEDGED SECURITIES ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY OTHER PERSON (INCLUDING THE ISSUER OF THE PLEDGED SECURITIES OR ANY OFFICER, PARTNER, MEMBER OR AGENT THEREOF), UPON THE OCCURRENCE AND DURING THE CONTINUATION OF AN EVENT OF DEFAULT, AND WHICH PROXY SHALL ONLY TERMINATE UPON THE PAYMENT IN FULL OF THE SECURED OBLIGATIONS.

8.4. Collateral Account. Collateral Agent is hereby authorized to establish and maintain at its office at Fleet, as a blocked account in the name of Collateral Agent and under the sole dominion and control of Collateral Agent, a restricted deposit account designated as "Anthony Crane Rental, L.P. Collateral Account". All amounts at any time held in the Collateral Account shall be beneficially owned by Grantors but shall be held in the name of Collateral Agent hereunder, for the benefit of Secured Parties, as collateral security for the Secured Obligations upon the terms and conditions set forth herein. Each Grantor shall have no right to withdraw, transfer or, except as expressly set forth herein, otherwise receive any funds deposited into the Collateral Account. Anything contained herein to the contrary notwithstanding, the Collateral Account shall be subject to such applicable laws, and such applicable regulations of the Board of Governors of the Federal Reserve System and of any other appropriate banking or governmental authority, as may now or hereafter be in effect.

8.5. Intellectual Property.

(a) Covenants. Each Grantor shall:

- (i) hereafter use commercially reasonable efforts so as not to permit the inclusion in any contract to which it hereafter becomes a party of any provision that could or might in any way materially impair or prevent the creation of a security interest in, or the assignment of, such Grantor's rights and interests in any property included within the definitions of any Intellectual Property acquired under such contracts;
- (ii) take all steps reasonably necessary to protect the secrecy of all trade secrets relating to the products and services sold or delivered under or in connection with the Intellectual Property, including, without limitation, entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents;
- (iii) use proper statutory notice in connection with its use of any of the Intellectual Property to the extent necessary for the protection of the Intellectual Property;
- (iv) use consistent standards of high quality (which may be consistent with such Grantor's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the Intellectual Property; and
- (v) diligently keep reasonable records respecting the Intellectual Property and at all times keep at least one complete set of its records concerning such Collateral at its chief executive office or principal place of business.
- Collections. Except as otherwise provided in this Section 8.5(b), each Grantor shall continue to collect, at its own expense, all amounts due or to become due to such Grantor in respect of the Intellectual Property or any portion thereof. In connection with such collections, each Grantor may take (and, at Collateral Agent's reasonable direction, shall take) such action as such Grantor or Collateral Agent may deem reasonably necessary or advisable to enforce collection of such amounts; provided, Collateral Agent shall have the right at any time, upon the occurrence and during the continuation of an Event of Default and upon written notice to such Grantor of its intention to do so, to notify the obligors with respect to any such amounts of the existence of the security interest created hereby and to direct such obligors to make payment of all such amounts directly to Collateral Agent, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. After receipt by any Grantor of the notice from Collateral Agent referred to in the proviso to the preceding sentence and during the continuation of any Event of Default, (i) all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of amounts due to such Grantor in respect of the Collateral or any portion

thereof shall be received in trust for the benefit of Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to Collateral Agent in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 10.3, and (ii) such Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

- Applications and Registrations. Each Grantor shall have the duty diligently. through counsel reasonably acceptable to Collateral Agent, to prosecute, file and/or make, unless and until such Grantor, in its commercially reasonable judgment, decides otherwise. (i) any application relating to any of the Intellectual Property owned, held or used by such Grantor and identified on Schedule 2.1(c) that is pending as of the date of this Agreement, (ii) any Registration on any existing or future unregistered but copyrightable works (except for works of nominal commercial value or with respect to which such Grantor has determined in the exercise of its commercially reasonable judgment that it shall not seek registration). (iii) application on any existing patent or future patentable but unpatented invention comprising Intellectual Property (except for works of nominal commercial value or with respect to which such Grantor has determined in the exercise of its commercially reasonable judgment that it shall not seek registration), and (iv) any Trademark opposition and cancellation proceedings, renew Trademark Registrations and Copyright Registrations (except for works of nominal commercial value or with respect to which such Grantor has determined in the exercise of its commercially reasonable judgment that it shall not seek registration) and do any and all acts which are necessary or desirable, as determined in such Grantor's commercially reasonable judgment, to preserve and maintain all rights in all Material Intellectual Property. Any expenses incurred in connection therewith shall be borne solely by such Grantor. Subject to the foregoing, each Grantor shall give Collateral Agent prior written notice of any abandonment of any Material Intellectual Property or any right to file a patent application or any pending patent application or any Patent.
- (d) Litigation. Except as provided herein, each Grantor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, unfair competition, dilution, misappropriation or other damage, or reexamination or reissue proceedings as are in its commercially reasonable judgment necessary to protect the Intellectual Property. Collateral Agent shall provide, at such Grantor's expense, all reasonable and necessary cooperation in connection with any such suit, proceeding or action including, without limitation, joining as a necessary party. Each Grantor shall promptly, following its becoming aware thereof, notify Collateral Agent of the institution of, or of any adverse determination in, any proceeding (whether in the United States Patent and Trademark Office, the United States Copyright Office or any federal, state, local or foreign court) or regarding such Grantor's ownership, right to use, or interest in any Material Intellectual Property. Each Grantor shall provide to Collateral Agent any information with respect thereto requested by Collateral Agent.

Certain Rights of Collateral Agent. In addition to, and not by way of limitation (e) of, the granting of a security interest in the Collateral pursuant hereto, each Grantor, effective upon the occurrence and during the continuation of an Event of Default and upon written notice from Collateral Agent, shall grant, sell, convey, transfer, assign and set over to Collateral Agent, for its benefit and the ratable benefit of Secured Parties, all of such Grantor's right, title and interest in and to the Intellectual Property to the extent necessary to enable Collateral Agent to use, possess and realize on the Collateral and to enable any successor or assign to enjoy the benefits of the Collateral. This right and license shall inure to the benefit of all successors, assigns and transferees of Collateral Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of Such right and license shall be granted free of charge, without foreclosure or otherwise. requirement that any monetary payment whatsoever be made to such Grantor. Subject to Section 6.5A of the Revolving Credit Agreement and Section 5.5A of the Revolving Credit Agreement, each Grantor hereby grants to Collateral Agent and its employees, representatives and agents the right to visit such Grantor's and any of its Affiliate's or subcontractor's plants, facilities and other places of business that are utilized in connection with the manufacture, production. inspection, storage or sale of products and services sold or delivered under any of the Intellectual Property (or which were so utilized during the prior six month period), and to inspect the quality control and all other records relating thereto upon reasonable advance written notice to such Grantor and at reasonable dates and times and as often as may be reasonably requested. If and to the extent that any Grantor is permitted to license the Intellectual Property, Collateral Agent shall promptly enter into a non-disturbance agreement or other similar arrangement, at such Grantor's request and expense, with such Grantor and any licensee of any Intellectual Property permitted hereunder in form and substance reasonably satisfactory to Collateral Agent pursuant to which (i) Collateral Agent shall agree not to disturb or interfere with such licensee's rights under its license agreement with such Grantor so long as such licensee is not in default thereunder, and (ii) such licensee shall acknowledge and agree that the Intellectual Property licensed to it is subject to the security interest created in favor of Collateral Agent and the other terms of this Agreement.

8.6. Equipment and Inventory. Each Grantor shall:

- (except to the extent permitted by the Financing Agreements) or, subject to the Financing Agreements and upon 30 days' written notice to Collateral Agent, in such other jurisdictions where all action that Collateral Agent may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby, or to enable Collateral Agent to exercise and enforce its rights and remedies hereunder, with respect to such Equipment and Inventory shall have been taken;
- (b) maintain the Equipment and Inventory in compliance with Section 6.4A of the Revolving Credit Agreement and Section 5.4A of the Term Loan Credit Agreement;

- (c) keep correct and accurate records of the Inventory, itemizing and describing the kind, type and quantity of Inventory, such Grantor's cost therefor and (where applicable) the current list prices for the Inventory; and
- (d) if any Inventory is in possession or control of any of such Grantor's agents or processors, upon the occurrence and during the continuance of an Event of Default, instruct such agent or processor to hold all such Inventory for the account of Collateral Agent and subject to the instructions of Collateral Agent.

8.7. Accounts and Related Contracts. Each Grantor shall:

- (a) keep its chief place of business and chief executive office and the office where it keeps its records concerning the Accounts and Related Contracts, and all originals of all chattel paper that evidence Accounts, at the location therefor specified on Schedule 5.5 or, upon 30 days' written notice to Collateral Agent following any change in location, at such other location in a jurisdiction where all action that Collateral Agent may request, in order to perfect and protect any security interest granted or purported to be granted hereby, or to enable Collateral Agent to exercise and enforce its rights and remedies hereunder, with respect to such Accounts and Related Contracts shall have been taken. Promptly upon the reasonable request of Collateral Agent, such Grantor shall deliver to Collateral Agent complete and correct copies of each Related Contract;
- (b) maintain (i) complete records of all Accounts, including records of all payments received, credits granted and merchandise returned, and (ii) all documentation relating thereto in accordance with prudent business practices;
- except as otherwise provided in this subsection (c), continue to collect, at its own (c) expense, all amounts due or to become due to such Grantor under the Accounts and Related Contracts, and in connection with such collections, such Grantor shall take such action as such Grantor or Collateral Agent may deem necessary or advisable to enforce collection of amounts due or to become due under the Accounts; provided, Collateral Agent shall have the right at any time, upon the occurrence and during the continuation of an Event of Default and upon written notice to such Grantor of its intention to do so, to notify the account debtors or obligors under any Accounts of the assignment of such Accounts to Collateral Agent and to direct such account debtors or obligors to make payment of all amounts due or to become due to such Grantor thereunder directly to Collateral Agent, to notify each Person maintaining a lockbox or similar arrangement to which account debtors or obligors under any Accounts have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to Collateral Agent and, upon such notification and at the expense of such Grantor, to enforce collection of any such Accounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. After receipt by any Grantor of the notice from Collateral Agent referred to in the proviso to the preceding sentence, (i) any payments of Accounts, received by such Grantor shall be forthwith

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(and in any event within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent if required, in a Collateral Account maintained under the sole dominion and control of the Collateral Agent, subject to withdrawal by the Collateral Agent for the account of the Secured Parties only as provided in Section 10.3, (ii) until so turned over in accordance with the preceding subsection (i), all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of the Accounts and the Related Contracts shall be received in trust for the benefit of Collateral Agent hereunder and shall be segregated from other funds of such Grantor and (iii) such Grantor shall not adjust, settle or compromise the amount or payment of any Account, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.

SECTION 9. COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT

Each Grantor hereby irrevocably appoints Collateral Agent as such Grantor's attorney-infact, with full authority in the place and stead of such Grantor and in the name of such Grantor, Collateral Agent or otherwise, from time to time upon the occurrence and continuance of Event of Default, in Collateral Agent's discretion to take any action and to execute any instrument that Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, the following:

- (a) to obtain and adjust insurance required to be maintained by such Grantor or paid to Collateral Agent pursuant to the Financing Agreements;
- (b) upon the occurrence and during the continuation of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;
- (c) upon the occurrence and during the continuation of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;
- (d) to file any claims or take any action or institute any proceedings that Collateral Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Collateral Agent with respect to any of the Collateral;
- (e) to pay or discharge taxes or Liens (other than Liens permitted under this Agreement or the Financing Agreements) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Collateral Agent in its reasonable discretion, any such payments made by Collateral Agent to become obligations of such Grantor to Collateral Agent, due and payable immediately without demand;

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- (f) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with Accounts and other documents relating to the Collateral; and
- (g) upon the occurrence and during the continuation of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Collateral Agent were the absolute owner thereof for all purposes, and to do, at Collateral Agent's option and such Grantor's expense, at any time or from time to time, all acts and things that Collateral Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and Collateral Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

SECTION 10. REMEDIES

10.1. Generally.

- (a) If any Event of Default shall have occurred and be continuing, Collateral Agent may exercise in respect of the Collateral, in addition to all 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 Uniform Commercial Code as in effect in any relevant jurisdiction (the "Code") (whether or not the Code applies to the affected Collateral), and also may
 - (i) require any Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of Collateral Agent forthwith, assemble all or part of the Collateral as directed by Collateral Agent and make it available to Collateral Agent at a place to be designated by Collateral Agent that is reasonably convenient to both parties;
 - (ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process;
 - (iii) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent Collateral Agent deems appropriate;
 - (iv) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Collateral Agent may deem commercially reasonable; and

- (v) exercise dominion and control over, and refuse to permit further withdrawals (whether of money, securities, instruments or other property) from any deposit account maintained with Collateral Agent constituting part of the Collateral.
- Collateral Agent or any Secured Party may be the purchaser of any or all of the Collateral at any sale referred to in clause (a) and Collateral Agent, as agent for and representative of Secured Parties (but not any Secured Party in its individual capacity unless Requisite Obligees shall otherwise agree in writing), shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable 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. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. 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 Grantor hereby waives any claims against Collateral Agent arising by reason of the fact that the price at which any 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 Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be liable for the deficiency and the fees of any attorneys employed by Collateral Agent to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to Collateral Agent, that Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against each Grantor, and each Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of Collateral Agent hereunder.
- 10.2. <u>Investment Property</u>. Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, Collateral Agent may be compelled, with respect to any sale of all or any part of the Investment Property conducted without prior registration or qualification of such Investment Property under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Investment Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any

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such private sales may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Investment Property 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, or should, agree to so register it. If Collateral Agent determines to exercise its right to sell any or all of the Investment Property, upon written request, each Grantor shall and shall cause each issuer of any Pledged Securities to be sold hereunder to furnish to Collateral Agent all such information as Collateral Agent may request in order to determine the number and nature of interest, shares or other instruments included in the Investment Property. Any Investment Property may be sold by Collateral Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

10.3. Collateral Account. If an Event of Default has occurred and is continuing and. in accordance with Section 8 of the Credit Agreement, Company is required to pay to Collateral Agent an amount (the "Aggregate Available Amount") equal to the maximum amount that may at any time be drawn under all Letters of Credit then outstanding under the Credit Agreement. such Grantor shall deliver funds in such an amount for deposit in the Collateral Account. for any reason the aggregate amount delivered by such Grantor for deposit in the Collateral Account as aforesaid is less than the Aggregate Available Amount, the aggregate amount so delivered by such Grantor shall be apportioned among all outstanding Letters of Credit for purposes of this Section in accordance with the ratio of the maximum amount available for drawing under each such Letter of Credit (as to such Letter of Credit, the "Maximum Available Amount") to the Aggregate Available Amount. Upon any drawing under any outstanding Letter of Credit in respect of which such Grantor has deposited in the Collateral Account any amounts described above, Collateral Agent shall apply such amounts to reimburse the Issuing Secured Party for the amount of such drawing. In the event of cancellation or expiration of any Letter of Credit in respect of which such Grantor has deposited in the Collateral Account any amounts described above, or in the event of any reduction in the Maximum Available Amount under such Letter of Credit, Collateral Agent shall apply the amount then on deposit in the Collateral Account in respect of such Letter of Credit (less, in the case of such a reduction, the Maximum Available Amount under such Letter of Credit immediately after such reduction) first, to the payment of any amounts payable to Collateral Agent pursuant to Section 9 of the Credit Agreement, second, to the extent of any excess, to the cash collateralization pursuant to the terms of this Agreement of any outstanding Letters of Credit in respect of which such Grantor has failed to pay all or a portion of the amounts described above (such cash collateralization to be apportioned among all such Letters of Credit in the manner described above), third, to the extent of any further excess, to the payment of any other outstanding Secured Obligations in such order as Collateral Agent shall elect, and fourth, to the extent of any further excess, to the payment to whomsoever shall be lawfully entitled to receive such funds.

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10.4. Intellectual Property.

- (a) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default,
 - (i) Collateral Agent shall have the right (but not the obligation) to bring suit, in the name of any Grantor, Collateral Agent or otherwise, to enforce any Intellectual Property, in which event such Grantor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents required by Collateral Agent in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify Collateral Agent as provided in Section 14 in connection with the exercise of its rights under this Section, and, to the extent that Collateral Agent shall elect not to bring suit to enforce any Intellectual Property as provided in this Section, each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Material Intellectual Property by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing necessary to prevent such infringement;
 - (ii) upon written demand from Collateral Agent, each Grantor shall execute and deliver to Collateral Agent an assignment or assignments of the Intellectual Property and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement;
 - (iii) each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that Collateral Agent (or any Secured Party) receives cash proceeds in respect of the sale of, or other realization upon, the Intellectual Property; and
 - (iv) within five Business Days after written notice from Collateral Agent, each Grantor shall make available to Collateral Agent, to the extent within such Grantor's power and authority, such personnel in such Grantor's employ on the date of such Event of Default as Collateral Agent may reasonably designate, by name, title or job responsibility, to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Grantor under or in connection with the Trademarks, Trademark Registrations and Trademark Rights, such persons to be available to perform their prior functions on Collateral Agent's behalf and to be compensated by Collateral Agent at such Grantor's expense on a per diem, pro-rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default.
- (b) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment to Collateral Agent of any rights, title and interests in and to the Intellectual Property shall have been previously made and shall have

become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of any Grantor, Collateral Agent shall promptly execute and deliver to such Grantor such assignments as may be necessary to reassign to such Grantor any such rights, title and interests as may have been assigned to Collateral Agent as aforesaid, subject to any disposition thereof that may have been made by Collateral Agent; provided, after giving effect to such reassignment, Collateral Agent's security interest granted pursuant hereto, as well as all other rights and remedies of Collateral Agent granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of all Liens other than Liens (if any) encumbering such rights, title and interest at the time of their assignment to Collateral Agent and Permitted Encumbrances.

- 10.5. Accounts. In addition to the rights of the Collateral Agent and the Secured Parties specified in Section 10 with respect to payments of Accounts, if an Event of Default shall occur and be continuing, upon request of the Collateral Agent, all proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Collateral Agent and the Secured Parties, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Collateral Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required) and held by the Collateral Agent in a Collateral Account maintained under the Intercreditor Agreement. All proceeds while held by the Collateral Agent in a Collateral Account (or by the Borrower in trust for the Collateral Agent and the Secured Parties) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 10.6.
- 10.6. <u>Proceeds</u>. Except as expressly provided elsewhere in this Agreement, all proceeds held in any Collateral Account and all other proceeds received by Collateral Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied as provided in subsection 3 of the Intercreditor Agreement.

SECTION 11. CONTINUING SECURITY INTEREST

This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the payment in full of all Secured Obligations (other than inchoate indemnification obligations with respect to claims, losses or liabilities which have not yet arisen and are not yet due and payable), the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, (b) be binding upon each Grantor, its successors and assigns, and (c) inure, together with the rights and remedies of Collateral Agent hereunder, to the benefit of Collateral Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), but subject to the provisions of subsection 10.1 of the Credit Agreement and subsection 9.1 of the Term Loan Credit Agreement, any Secured Party may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in

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respect thereof granted to herein or otherwise. Upon the payment in full of all Secured Obligations (other than inchoate indemnification obligations with respect to claims, losses or liabilities which have not yet arisen and are not yet due and payable), the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, the security interest granted hereby shall terminate and all rights to the Pledged Collateral shall revert to the applicable Grantor. Upon any such termination Collateral Agent will, at the applicable Grantor's expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination in accordance with the terms of the Intercreditor Agreement and such Grantor shall be entitled to the return, upon its request and at its expense, against receipt and without recourse to Collateral Agent, of such of the Pledged Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof.

SECTION 12. STANDARD OF CARE

The powers conferred on Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Collateral Agent accords its own property.

SECTION 13. COLLATERAL AGENT MAY PERFORM

If any Grantor fails to perform any agreement contained herein, Collateral Agent may itself perform, or cause performance of, such agreement, and the expenses of Collateral Agent incurred in connection therewith shall be payable by each Grantor under <u>Section 14</u>.

SECTION 14. INDEMNITY AND EXPENSES

(a) Each Grantor agrees:

(i) to indemnify Collateral Agent and each Secured Party from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including without limitation enforcement of this Agreement), except to the extent such claims, losses or liabilities result from Collateral Agent's or such Secured Party's gross

negligence, bad faith, or willful misconduct as determined by a court of competent jurisdiction; and

- (ii) to pay to Collateral Agent promptly following written demand the amount of any and all reasonable costs and reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents in accordance with the terms and conditions of the Financing Agreements.
- (b) The obligations of each Grantor in this Section 14 shall survive the termination of this Agreement and the discharge of such Grantor's other obligations under this Agreement, the Hedge Agreements, the Financing Agreements and any other Loan Documents.

SECTION 15. COLLATERAL AGENT

Collateral Agent has been appointed to act as Collateral Agent hereunder by CA Administrative Agent on behalf of the CA Lenders and Term Administrative Agent on behalf of the Term Lenders pursuant to the Intercreditor Agreement and, by their acceptance of the benefits hereof, Lender Counterparties, and shall be entitled to the benefits of the Intercreditor Agreement. Collateral Agent shall be obligated, and 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 any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the Intercreditor Agreement; provided that Collateral Agent shall exercise, or refrain from exercising, any remedies provided for in Section 10 in accordance with the instructions of Requisite Obligees.

SECTION 16. AMENDMENTS; ETC.

No amendment, modification, termination or waiver of any provision of this Agreement, and no consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Collateral Agent and, in the case of any such amendment or modification, by such Grantor. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION 17. NOTICES

Any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telexed or sent by telefacsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service, upon receipt of telefacsimile or telex (with received answerback), or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed; provided that notices to Collateral Agent and any Grantor shall not be effective until received.

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For the purposes hereof, the address of each party hereto shall be as provided in subsection 10.8 of the Credit Agreement or subsection 9.8 of the Term Loan Agreement, as applicable.

SECTION 18. SEVERABILITY

In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 19. HEADINGS

Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

SECTION 20. GOVERNING LAW; TERMS

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT TO THE EXTENT THAT THE CODE PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. Unless otherwise defined herein or in the Credit Agreement, terms used in Articles 8 and 9 of the Uniform Commercial Code in the State of New York are used herein as therein defined.

SECTION 21. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

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SECTION 22. LIMITATION ON LIABILITY

The Obligations shall be nonrecourse to General Partner, except to the extent of its partnership interests in Company and Holdings. Any liability of General Partner in respect of the Obligations shall be specifically limited to the interests of General Partner and in its partnership interests in Company and Holdings, and no other assets of General Partner shall be subject to any claims as a result hereof. Except as set forth herein or in the Loan Documents, Collateral Agent acknowledges and agrees that no director, officer, employee, incorporator, stockholder or partner of any Grantor, as such, shall have any liability for any Obligations or for any claim based on, in respect of, or by reason of, such Obligations or their creation.

[Remainder of page intentionally left blank]

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

ANTHONY CRANE RENTAL, L.P.

By: Anthony Crane Rental, Inc., its general partner

By: Name: David W. Mahokey

Title: Chief Financial Officer

ANTHONY CRANE RENTAL HOLDINGS, L.P.

By: Anthony Crane Rental, Inc., its general partner

Name: David A. Mahokey Title: Chief Financial Officer

ANTHONY CRANE RENTAL INTERNATIONAL, L.P.

By: Anthony Crane Rental, Inc. its general partner

Name: David A. Mahoke,
Title: Chief Financial Officer

ANTHONY CRANE RENTAL SALES AND LEASING, L.P.

By: Anthony Crane Rental, Inc., its general partner

Name: Dale A. Buckwalter

Title: Vice President

ANTHONY CRANE CAPITAL CORPORATION

Name: Dale A. Buckwalter Title: Chief Financial Officer

ANTHONY CRANE HOLDINGS CAPITAL CORPORATION

Name: Dale A. Buckwalder Title: Chief Financial Officer

ACR MANAGEMENT LLC

Name: Dale A. Buckwalter

Title: Chief Financial Officer

FLEET NATIONAL BANK, as Collateral Agent

By:

Name: Guy Smith Title: Vice President

NY1-0620815 PLEDGE AND SECURITY AGREEMENT

S-3

PLEDGED STOCK

1. Anthony Crane Rental, L.P.

Stock Issuer	Class of Stock	Stock Certificate Nos.	Par Value	Number of Pledged Stock	Percentage of Outstandin g Pledged Stock Pledged
Anthony Crane Capital Corporation	Common	1	.01		100%

2. Anthony Crane Rental Holdings, L.P.

Stock Issuer	Class of Stock	Stock Certificate Nos.	Par Value	Number of Pledged Stock	Percentage of Outstandin g Pledged Stock Pledged
Anthony Crane Holdings Capital Corporation	Common	1	.01		100%

INDEBTEDNESS

None

SCHEDULE 2.1(c) TO PLEDGE AND SECURITY AGREEMENT

<u>Trademarks</u> :
NONE
Patents Issued:
<u>NONE</u>
Patents Pending:
NONE
U.S. Copyrights and Mask Works:
NONE
Foreign Copyright and Mask Works Registrations
NONE
Pending U.S. Copyrights and Mask Works:
<u>NONE</u>
Pending Foreign Copyright and Mask Works:
NONE

NY1-0620815 PLEDGE AND SECURITY AGREEMENT EXECUTION

PARTNERSHIP INTERESTS

1. ACR Management, LLC

- (i) Partnership: Anthony Crane Rental Holdings, L.P.
 Interest: 1% General Partner
- (ii) Partnership: Anthony Crane Rental, L.P.
 Interest: 1% General Partner
- (iii) Partnership: Anthony Crane International, L.P.
 Interest: 1% General Partner
- (iv) Partnership: Anthony Crane Sales & Leasing, L.P.
 Interest: 1% General Partner

2. Anthony Crane Rental Holdings, L.P.

- (i) Partnership: Anthony Crane Rental, L.P.
 Interest: 99% Limited Partner
- 3. Anthony Crane Rental, L.P.
 - (i) Partnership: Anthony Crane International, L.P.
 Interest: 99% Limited Partner
 - (ii) Partnership: Anthony Crane Sales & Leasing, L.P.
 Interest: 99% Limited Partner

LLC INTERESTS

NONE

NY1-0620815 PLEDGE AND SECURITY AGREEMENT EXECUTION

SCHEDULE 2.1(d) TO PLEDGE AND SECURITY AGREEMENT

A. Cranes and Lifting Equipment

See attached.

B. Trucks and Trailers

See attached.

SCHEDULE 3.1 TO PLEDGE AND SECURITY AGREEMENT

Filing Offices:

- 1. See attached list.
- 2. The Central filing office of the United States Virgin Islands.

SCHEDULE 5.4 TO PLEDGE AND SECURITY AGREEMENT

Locations of Equipment and Inventory:

Each of the 50 United States of America, the District of Columbia, Puerto Rico and the United States Virgin Islands.

NY1-0620815 PLEDGE AND SECURITY AGREEMENT

EXECUTION

Chief Place of Business

1125 Camp Hollow Road, West Mifflin, Pennsylvania

Chief Executive Office

1125 Camp Hollow Road, West Mifflin, Pennsylvania

Office where Records are Kept Regarding the Accounts and all Originals of all Chattel Paper that evidence Accounts

1125 Camp Hollow Road, West Mifflin, Pennsylvania

EXECUTION

NY1-0620815 PLEDGE AND SECURITY AGREEMENT

EXHIBIT A TO PLEDGE AND SECURITY AGREEMENT

PLEDGE SUPPLEMENT

This PLEDGE SUPPLEMENT, dated, is delivered pursuant to the Pledge and Security
Agreement, dated as of July 22, 1998 (as it may be from time to time amended, modified or
supplemented, the "Security Agreement"), among Anthony Crane Rental, L.P., the other Grantors
named therein, and Fleet National Bank, as Collateral Agent. Capitalized terms used herein not
otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.
Subject to the terms and conditions of the Security Agreement, Grantor hereby grants to
Collateral Agent a security interest in all of Grantor's right, title and interest in and to [the Investment
Property listed on Supplemental Schedule [2.1(a)] attached hereto] [the Equipment listed on
Supplemental Schedule 2.1(d) attached hereto] [and] [the Intellectual Property listed on Supplemental
Schedule [2.1(c)] attached hereto] the following, in each case whether now or hereafter existing or in
which Grantor now has or hereafter acquires an interest and wherever the same may be located. All
such [Investment Property] [and] [Intellectual Property] shall be deemed to be part of the Collateral and
hereafter subject to each of the terms and conditions of the Security Agreement.

IN WITNESS WHEREOF, Grantor delivered by its duly authorized officer as of		this	Supplement	to	be	duly	executed	and
[1	GRANTOR]							
	y: itle:	·			_			

NY1-0620815 PLEDGE AND SECURITY AGREEMENT

EXECUTION

EXHIBIT B TO PLEDGE AND SECURITY AGREEMENT

ACKNOWLEDGMENT OF PLEDGE

as Colla may be Anthony	ateral from y Cran rein r	ACKNOWLEDGMENT OF PLEDGI Agent, pursuant to the Pledge and S time to time amended, modified or he Rental, L.P., the other Grantors na not otherwise defined herein shall I	Security Agreement supplemented, the smed therein, and (t, dated • "Secu Collatera	as of July rity Agre al Agent.	y 22, 1998, (as in ement''), among Capitalized terms
a pledge the secur	e of al	E OF ISSUER], a	RANTOR]'s right,	title an	nd interest	in, to and under
1	l.	Security:	[Describe Interes	st]		
2	2.	Number of Pledged Stock, Units or other Interests Pledged:	Ĺ		J	
3	3.	Registered Owner:	[Name of Granto	or]		
4	١.	Registered Pledgee:	Fleet National B	ank, as	Collateral	Agent
7	7.	Date of Registration of Pledgee:	[J	
to which	Issue	hereby represents and warrants that r has a duty pursuant to Section 8-4 than Permitted Liens.				
Issuer hereby agrees, at the request of Collateral Agent and at the sole cost and expense of Issuer, to register any further pledge or transfer of such Security effected in the manner contemplated by the Security agreement and promptly furnish to Secured party and any such pledgee or transferee any statement contemplated by Section 8-408 of the UCC.						

[ISSUER]

executed and delivered by its duly authorized officer as of the date above first written.

IN WITNESS WHEREOF, Issuer has caused this Acknowledgment of Pledge to be duly

EXECUTION

NY1-0620815 PLEDGE AND SECURITY AGREEMENT

EXHIBIT C TO PLEDGE AND SECURITY AGREEMENT

PLEDGE AND SECURITY AGREEMENT COUNTERPART

[GRANTOR]
IN WITNESS WHEREOF, Grantor has caused this Pledge and Security Agreement Counterpart o be duly executed and delivered by its duly authorized officer as of
Subject to the terms and conditions of the Security Agreement, Grantor hereby (i) agrees that this counterpart may be attached to the Security Agreement, (ii) agrees that such Grantor will comply with all the terms and conditions of the Security Agreement as if it were an original signatory thereto, and (iii) grants to Collateral Agent a security interest in all of Grantor's right, title and interest in and to [the Investment Property listed on Supplemental Schedule [2.1(a)] attached hereto] [the Equipment listed on Supplemental Schedule 2.1(d) attached hereto][and] [the Intellectual Property listed on Supplemental Schedule [2.1(c)] attached hereto] the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be ocated. All such [Investment Property] [and] [Intellectual Property] shall be deemed to be part of the Collateral and hereafter subject to each of the terms and conditions of the Security Agreement.
This PLEDGE AND SECURITY AGREEMENT COUNTERPART, dated, is delivered pursuant to the Pledge and Security Agreement, dated as of July 22, 1998 (as it may be from time to time amended, modified or supplemented, the "Security Agreement"), among Anthony Crane Rental L.P., the other Grantors named therein, and Fleet National Bank, as Collateral Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

By: _____

NY1-0620815 PLEDGE AND SECURITY AGREEMENT

PLEDGE AND SECURITY AGREEMENT COUNTERPART

This PLEDGE AND SECURITY AGREEMENT COUNTERPART, dated July 1, 1999, is delivered pursuant to the Pledge and Security Agreement, dated as of July 22, 1998 (as it may be from time to time amended, modified or supplemented, the "Security Agreement"), among Anthony Crane Rental, L.P., the other Grantors named therein, and Fleet National Bank, as Collateral Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

Subject to the terms and conditions of the Security Agreement, Grantor hereby (i) agrees that this counterpart may be attached to the Security Agreement, (ii) agrees that such Grantor will comply with all the terms and conditions of the Security Agreement as if it were an original signatory thereto, and (iii) grants to Collateral Agent a security interest in all of Grantor's right. title and interest in and to the Investment Property listed on Supplemental Schedule 2.1(a) attached hereto, the Equipment listed on Supplemental Schedule 2.1(d) attached hereto and the Intellectual Property listed on Supplemental Schedule 2.1(c) attached hereto the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located. All such Investment Property and Intellectual Property shall be deemed to be part of the Collateral and hereafter subject to each of the terms and conditions of the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Pledge and Security Agreement Counterpart to be duly executed and delivered by its duly authorized officer as of July 1, 1999.

CARLISLE EQUIPMENT GROUP, L.P.

By: Carlisle GP, L.L.C., its general partner

By: Anthony Crane Rental, L.P., its managing member

ACR Management L.L.C., By: its general partner

By:

Name: Dale A. Buckwalter

Title: Chief Financial Officer

290307-New York Server 7A PLEDGE AND SECURITY AGREEMENT COUNTERPART

SUPPLEMENTAL SCHEDULE 2.1(a) TO PLEDGE AND SECURITY AGREEMENT COUNTERPART

INVESTMENT PROPERTY

NONE

290127.01-New YorkS7A Carlisle Equipment Group L.P.

SUPPLEMENTAL SCHEDULE 2.1(c) TO PLEDGE AND SECURITY AGREEMENT COUNTERPART

Trademarks:

NONE

Patents Issued:

NONE

Patents Pending:

NONE

U.S. Copyrights and Mask Works:

NONE

Foreign Copyright and Mask Works Registrations:

NONE

Pending U.S. Copyrights and Mask Works:

CARLISLE - U.S. Service Mark Application Serial No. 75/447,096 CARLISLE Design - U.S. Service Mark Application Serial No. 75/538,415 CARLISLE (stylized)- U.S. Service Mark Application Serial No. 75/447,097

Pending Foreign Copyright and Mask Works:

NONE

SCHEDULE 2.1(d) TO PLEDGE AND SECURITY AGREEMENT COUNTERPART

EQUIPMENT LIST

See attached.

		MACHINERY & EQUIPMENT		
91	50 TON	LORAIN MC 550 50 TON	1965	32955
93	50 TON	LORAIN MC 550 50 TON	1965	32879
97	50 TON	LORAIN MC 545 50 TON	1962	31545
99	40 TON	LORAIN MC 540 40 TON	1966	33215
101	35 TON	LORAIN MC 530 35 TON	1962	31535
102	90 TON	LORAIN MC 790 90 TON	1971	10933
102	150 TON	LORAIN MC 8150 150 TON	1975	35716
103	165 TON	LORAIN MC 1650 165 TON	1984	37217
105	50 TON	LORAIN MC 545 50 TON	1964	32425
107	100 TON	LINKBELT LS218H 100 TON	1995	B6LI53588
107	50 TON	AMERICAN 998G 75 TON	1965	998GGS9942
110	40 TON	LORAIN 40 TON CRAWLER	1949	20025
111	150 TON	MANITOWOC 4000W (VICON)	1995	403146
112	80 TON	GROVE TM875 80 TON	1977	39620
112	80 TON	GROVE TM875 80 TON	1977	42169
113	80 TON	KRUPP 80 TON TRUCK CRANE	1988	208318
	90 TON	LORAIN MC 785 90 TON	1966	
115		LINKBELT HC218 82 TON		33411
116	82 TON		1977	18HA615
117	80 TON	GROVE TM875 80 TON	1978	41577
118	100 TON	MANITOWOC 3900 (VICON)	1965	39630
119	120 TON	KRUPP 120 TON TRUCK CRANE	1986	207726
120	100 TON	MANITOWOC 3900 (VICON)	1965	39664
121	230 TON	MANITOWOC 4100W (VICON) SERIES II	1972	41128
122	150 TON	MANITOWOC 4000W (VICON)	1971	40382
123	150 TON	MANITOWOC 4000W (VICON)	1969	40203
124	130 TON	MANITOWOC 4000 (VICON)	1965	40051
125	100 TON	MANITOWOC 3900	1965	39564
126	150 TON	MANITOWOC 4000W (VICON)	1974	40498
127	100 TON	MANITOWOC 3900 (VICON)	1966	39701
128	150 TON	MANITOWOC 4000W (VICON)	1965	40046
129	100 TON	MANITOWOC 3900	1961	39464
130	230 TON	MANITOWOC 4100W (VICON) SERIES II	1977	41490
131	90 TON	LORAIN MC 785 90 TON	1966	33144
132	100 TON	MANITOWOC 3900 (VICON)	1960	39399
133	100 TON	MANITOWOC 3900 (VICON)	1971	391014
134	200 TON	MANITOWOC 4100W (VICON)	1973	41188
136	150 TON	MANITOWOC 4000W (VICON)	1971	40367
137	150 TON	MANITOWOC 4000W (VICON)	1971	40383
138	150 TON	MANITOWOC 4000W (VICON)	1970	40331
139	150 TON	MANITOWOC 4000W (VICON)	1969	40239
140	230 TON	MANITOWOC 4100W (VICON) SERIES II	1974	41260
141	100 TON	MANITOWOC 3900	1960	39423
142	100 TON	MANITOWOC 3900	1965	39593
143	130 TON	MANITOWOC 4000	1962	4056
144	150 TON	MANITOWOC 4000W (VICON)	1965	40057
145	230 TON	MANITOWOC 4100W (VICON) SERIES II	1976	41375
146	150 TON	MANITOWOC 4000W (VICON)	1982	40739
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148	100 TON	MANITOWOC 3900 (VICON)	1965	39618
150	150 TON	LINKBELT LS518 150 TON	1981	4EW850
151	150 TON	MANITOWOC 4000W (VICON)	1967	40162
153	200 TON	LINKBELT LS248H 200 TON	1995	C5L153874
154	150 TON	MANITOWOC 4000W (VICON)	1980	40706
157	230 TON	MANITOWOC 4100W (VICON) SERIES II	1978	41538
159	230 TON	MANITOWOC 4100W (VICON) SERIES II	1 9 94	41906
160	230 TON	MANITOWOC 4100W (VICON) SERIES II	1 97 9	41586
161	100 TON	MANITOWOC 3900	196 0	39221
164	230 TON	MANITOWOC 4100W (VICON) SERIES II	1995	413036
168	200 TON	LINKBELT LS248H 200 TON	1995	C5LI53722
169	100 TON	MANITOWOC 3900	1964	39562
170	200 TON	MANITOWOC 4100W (VICON)	1972	41129
171	230 TON	MANITOWOC 4100W (VICON) SERIES II	1977	41468
172	150 TON	MANITOWOC 4000W (VICON)	1968	40190
173	150 TON	MANITOWOC 4000W (VICON)	1 97 0	40343
174	150 TON	MANITOWOC 4000W (VICON)	1971	40370
175	150 TON	MANITOWOC 4000W (VICON)	1974	40509
176	150 TON	MANITOWOC 4000W (VICON)	1966	40085
177	100 TON	MANITOWOC 3900	1967	39736
179	300 TON	LINKBELT LS818 300 TON	1991	32I10492D
180	150 TON	MANITOWOC 4000W (VICON)	1992	403254
182	150 TON	MANITOWOC 4000W (VICON)	1992	403076
183	150 TON	MANITOWOC 4000W (VICON)	1964	40009
185	230 TON	MANITOWOC 4100W (VICON) SERIES II	1973	41200
186	150 TON	MANITOWOC 4000W (VICON)	1993	403016
188	230 TON	MANITOWOC 4100W (VICON) SERIES II	1993	413003
190	100 TON	LINKBELT LS218H 100 TON	1994	B6L140292
191	100 TON	LINKBELT LS218H 100 TON	1994	B6L141481
192	100 TON	LINKBELT LS218H 100 TON	1994	B6LI41482
193	200 TON	LINKBELT LS248H 200 TON	1996	C5L165541
194	100 TON	LINKBELT LS218H 100 TON	1994	B6LI41484
196	100 TON	LINKBELT LS218H 100 TON	1994	B6LI42182
197	100 TON	LINKBELT LS218H 100 TON	1995	B6LI52271
198	100 TON	LINKBELT LS218H 100 TON	1995	B6LI52272
199	100 TON	LINKBELT LS218H 100 TON	1995	B6L152273
201	200 TON	LINKBELT LS248H 200 TON	1997	C5L175639
203	200 TON	LINKBELT LS248H 200 TON	1997	C5L176537
204	200 TON	LINKBELT LS248H 200 TON	1997	C5L176607
205	200 TON	LINKBELT LS248H 200 TON	1998	H3I88080
206	200 TON	LINKBELT LS248H 200 TON	1998	H3188081
207	200 TON	LINKBELT LS248H 200 TON	1997	C5L176870
208	200 TON	LINKBELT LS248H 200 TON	1998	H3188084
209	230 TON	MANITOWOC 888 230 TON	1997	8881092
211	230 TON	MANITOWOC 888 230 TON	1997	8881100
213	230 TON	MANITOWOC 888 230 TON	1998	8881137
214	230 TON	MANITOWOC 888 230 TON	1998	8881139
215	230 TON	MANITOWOC 888 230 TON	1998	8881140
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216	230 TON	MANITOWOC 888 230 TON	1998	8881165
218	230 TON	MANITOWOC 888 230 TON	1998	8881178
239	80 TON	GROVE TM875 80 TON	1980	45691
24 0	80 TON	GROVE TM875 80 TON	1980	45331
241	80 TON	GROVE TM875 80 TON	1980	47249
250	35 TON	GROVE RT 65S 35 TON	1977	40114
252	40 TON	GROVE RT 740 40 TON	1980	45296
256	80 TON	GROVE RT 980 80 TON	1980	45158
257	35 TON	GROVE RT 65S 35 TON	1977	39143
260	60 TON	GROVE RT 760 60 TON	1989	72526
262	45 TON	GROVE RT 745 45 TON	1994	7962 6
263	45 TON	GROVE RT 745 45 TON	1990	74302
264	45 TON	GROVE RT 745 45 TON	1989	72319
267	22 TON	GROVE RT 522 22 TON	19 78	42050
268	30 TON	GROVE RT 630 30 TON	1978	41531
269	30 TON	GROVE RT 630 30 TON	1979	43721
270	35 TON	GROVE RT 65S 35 TON	1978	41381
279	22 TON	GROVE RT 522 22 TON	1979	43831
280	90 TON	GROVE RT 990 90 TON	1990	73303
299	8 TON	GROVE AP308 8 TON	1990	72906
306	50 TON	P & H CN150 50 TON	1988	54395
307	22 TON	P & H CN122 22 TON	1988	54463
308	65 TON	P & H C65 65 TON	1988	54480
309	22 TON	P & H CN122 22 TON	1986	53646
313	28 TON	P & H CN128 28 TON	1988	55110
314	28 TON	P & H CN128 28 TON	1988	55111
317	28 TON	LINKBELT HSP8028S 28 TON	1990	4710-411
321	35 TON	LORAIN MCH350D 35 TON	1990	93254
322	28 TON	LINKBELT HSP8028S 28 TON	1990	4710-143
326	70 TON	LINKBELT HTC1170 TRUCK CRANE	1990	7010-1327
339	28 TON	LINKBELT HSP8028S 28 TON	1992	47120357
340	125 TON	KRUPP 125 TON TRUCK CRANE	1992	5090-18-01
342	125 TON	KRUPP 125 TON TRUCK CRANE	1993	5090-81-43
343	28 TON	LORAIN LRT275 27.5 TON	1992	80126
346	70 TON	LINKBELT HTC1170 TRUCK CRANE	1993	70130976
347	225 TON	KRUPP 225 TON TRUCK CRANE	1993	6160-0603
348	30 TON	LORAIN LRT230E 30 TON	1993	80242
349	30 TON	LORAIN LRT230E 30 TON	1993	80243
350	60 TON	LINKBELT HSP8060 60 TON	1994	53I41074
351	60 TON	LINKBELT HSP8060 60 TON	1994	53141078
352	300 TON	KRUPP 300 TON TRUCK CRANE	1994	6200/8084
353	50 TON	LINKBELT HSP8050 50 TON	1994	53142209
354	60 TON	LINKBELT HSP8060 60 TON	1995	53153375
355	150 TON	KRUPP 150 TON TRUCK CRANE	1995	51108001
361	100 TON	LINKBELT HTC11100 100 TON	1990	6510-0990
363	65 TON	LINKBELT HTC8665 65 TON	1996	D6164448
366	50 TON	LORAIN LRT450 50 TON	1995	92176
368	150 TON	KRUPP 150 TON TRUCK CRANE	1995	51108002
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369	30 TON	LORAIN LRT230E 30 TON	1996	80479
370	30 TON	LORAIN LRT230E 30 TON	1996	80491
371	30 TON	LORAIN LRT230E 30 TON	1996	80502
373	30 TON	LORAIN MCH230E 30 TON	1996	95249
374	70 TON	LINKBELT HTC8670 70 TON	1996	F2165310
375	70 TON	LINKBELT HTC8670 70 TON	1997	F2176030
376	70 TON	LINKBELT HTC8670 70 TON	1997	F2175777
377	65 TON	LINKBELT HTC8665 65 TON	1996	D6164564
378	30 TON	LORAIN LRT230E 30 TON	1996	80520
379	50 TON	LORAIN LRT450 50 TON	1996	92205
380	30 TON	LORAIN MCH230E 30 TON	1996	95256
384	500 TON	DEMAG AC1200 TRUCK CRANE	1996	79026
385	70 TON	LINKBELT HTC8670 70 TON	1997	F2176871
386	30 TON	LORAIN LRT230E 30 TON	1997	80592
387	50 TON	LORAIN LRT450 50 TON	1997	92272
388	150 TON	GROVE GMK5150B 150 TON	1997	51308023
389	65 TON	LINKBELT RTC8065 65 TON	1997	D7177339
390	35 TON	LINKBELT RTC8035 35 TON	1997	F1176541
392	50 TON	LINKBELT HTC8650 50 TON	1998	E9187904
394	175 TON	GROVE GMK5175 175 TON	1997	51608163
395	70 TON	LINKBELT HTC8670 70 TON	1997	F2177036
396	30 TON	LORAIN LRT230E 30 TON	1997	10080
397	35 TON	LORAIN RRT335 35 TON	1997	90530
398	35 TON	LORAIN RRT335 35 TON	1997	90532
399	90 TON	GROVE RT 990 90 TON	1992	76528
400	50 TON	LORAIN LRT450 50 TON	1997	10245
401	40 TON	TEREX T340 40 TON	1997	10255
402	40 TON	TEREX T340 40 TON	1997	10271
403	75 TON	P&H RT175 75 TON	1997	57797
404	15 TON	LORAIN LCD115 15 TON	1997	10293
406	50 TON	TEREX RT450 50 TON	1998	10433
407	50 TON	TEREX RT450 50 TON	1998	10417
408	50 TON	TEREX RT450 50 TON	1998	10392
409	50 TON	TEREX RT450 50 TON	1998	10381
410	50 TON	TEREX RT450 50 TON	1998	10451
411	50 TON	TEREX RT450 50 TON	1998	10387
412	65 TON	LINKBELT RTC8065 65 TON	1998	D7189625
413	65 TON	LINKBELT RTC8065 65 TON	1998	D7189946
414	70 TON	LINKBELT HTC8670 70 TON	1998	F2I80226
415	175 TON	GROVE GMK5175 175 TON	1998	51608203
416	65 TON	LINKBELT RTC8065 65 TON	1998	D7189964
417	40 TON	TEREX T340 40 TON	1998	10798
418	40 TON	TEREX T340 40 TON	1998	10738
419	50 TON	TEREX RT450 50 TON	1998	10811
420	50 TON	TEREX RT450 50 TON	1998	10801
421	500 TON	DEMAG AC400 TRUCK CRANE	1998	79058
422	82 TON	LINKBELT HC218 82 TON	1970	18HA237
423	70 TON	LINKBELT HTC8670 70 TON	1996	F2I65705
140	70 1014	SINGULDI III COO/O /O IO/A	1770	r2103703

	mo	D 0 11 CD ID (40 (4 DO))	1000	••••
424	65 TON	P & H CNT650 65 TON	1990	55896
425	65 TON	LIMA 600T 65 TON	1967	4863-20
426	50 TON	GROVE TMS475 50 TON	1981	47700
427	40 TON	LINKBELT RTC8040 40 TON	1983	53H3-387
428	30 TON	LORAIN MCH230E 30 TON	1996	95243
429	35 TON	LORAIN RT335 35 TON	1997	90547
430	28 TON	GROVE 528B 28 TON	1984	67699
431	22 TON	P & H CN122 22 TON	1987	54234
432	22 TON	GROVE AT400 22 TON	1988	71002
433	20 TON	P & H OMEGA S20 20 TON	1990	56086
434	18 TON	GROVE RT60S 18 TON	1973	18777
435	15 TON	BRODERSON IC1802A 15 TON	1984	138B
436	50 TON	GROVE TMS475 50 TON	1975	36203
437	40 TON	LINKBELT HSP8040 40 TON	1982	46H2502
438	22 TON	GROVE AT422 22 TON	1988	70491
439	35 TON	LORAIN RT335 35 TON	1997	90525
440	35 TON	LORAIN RT335 35 TON	1997	10033
441	30 TON	TEREX RT230 30 TON	1997	10124
442	200 TON	KRUPP KMK6160 200 TON	1992	6160-0103
443	70 TON	LINKBELT HTC8670 70 TON	1999	F2I91513
444	50 TON	LINKBELT HTC8650 50 TON	1999	E9I91504
445	65 TON	LINKBELT RTC8065 65 TON	1999	D7I91244
446	65 TON	LINKBELT RTC8065 65 TON	1999	D9192093
447	65 TON	LINKBELT RTC8065 65 TON	1999	D9I92165
448	65 TON	LINKBELT RTC8065 65 TON	1999	D7192094
449	70 TON	LINKBELT HTC8670 70 TON	1999	F2191718
450	70 TON	LINKBELT HTC8670 70 TON	1999	F2191822
500	230 TON	MANITOWOC 4100W (VICON) SERIES II	1977	41479
512	125 TON	LORAIN MC 7125 125 TON	1978	36642
517	230 TON	MANITOWOC 4100W (VICON) SERIES II	1974	41274
518	165 TON	LORAIN MC 1650 165 TON	1979	36833
524	130 TON	MANITOWOC 4000	1962	4043
527	150 TON	MANITOWOC 4000W (VICON)	1965	40052
528	230 TON	MANITOWOC 4100W (VICON) SERIES II	1977	41525
799	17 TON	NATIONAL 17 TON BOOM TRUCK	1990	15931
802	165 TON	LORAIN MC 1650 165 TON	1980	37107
091A	TOWER	LORAIN TOWER ATTACHMENT MC 550	1969	NONE
093A	TOWER	LORAIN TOWER ATTACHMENT MC 550	1969	NONE
104A	TOWER	LORAIN TOWER ATTACHMENT MC 1650	1984	NONE
121A	TOWER	MANITOWOC 4100W TOWER ATTACH	1977	13099
122A	TOWER	MANITOWOC 4000W TOWER ATTACH	1975	13038
126A	TOWER	MANITOWOC 4000W TOWER ATTACH	1980	13206
130A	TOWER	MANITOWOC 4100W TOWER ATTACH	1979	13251
131A	TOWER	LORAIN TOWER ATTACHMENT MC 790	1971	NONE
136A	TOWER	MANITOWOC 4000W TOWER ATTACH	1980	13216
137A	TOWER	MANITOWOC 4000W TOWER ATTACH	1976	13057
138A	TOWER	MANITOWOC 4000W TOWER ATTACH	1981	13219
139A	TOWER	MANITOWOC 4000W TOWER ATTACH	1981	13227

140A	TOWER	MANITOWOC 4100W TOWER ATTACH	1979 1981	13085		
147A	TOWER	MANITOWOC 4100W TOWER ATTACH	13235 13030			
154A	TOWER		MANITOWOC 4000W TOWER ATTACH 1975			
157A	TOWER	MANITOWOC 4100W TOWER ATTACH	1976	13037		
164A	TOWER	MANITOWOC 4100W TOWER ATTACH	1980	13213		
168A	TOWER	LINKBELT LS248H TOWER ATTACH	1995	NONE		
170A	RINGER	MANITOWOC SERIES 3 RINGER	1971	10120		
171A	RINGER	MANITOWOC SERIES 3 RINGER	1977	10233		
179A	RINGER	LINKBELT LS818 HEAVY-LIFT ATTACH	1 9 91	32I20301		
180A	RINGER	MANITOWOC SERIES 3 RINGER	1 9 69	1027		
185A	RINGER	MANITOWOC SERIES 3 RINGER	1974	10154		
188A	TOWER	MANITOWOC 4100W TOWER ATTACH	1977	13253		
201A	TOWER	LINKBELT LS248H TOWER ATTACH	1997	C5L175634T		
202A	TOWER	LINKBELT LS248H TOWER ATTACH	1997	C5NI64793T		
203A	TOWER	LINKBELT LS248H TOWER ATTACH	1998	C5188618T		
209A	TOWER	MANITOWOC 888 TOWER ATTACH	1997	8885028		
216A	TOWER	MANITOWOC 888 TOWER ATTACH	1998	8885043		
523A	TOWER	LORAIN TOWER CONVERSION MC 790	1986	NONE		
CC06	T.CRANE	PECCO SK180 TOWER CRANE	1977	0306		
CC07	T.CRANE	PECCO SK180 TOWER CRANE	1983	0602		
CC08	T.CRANE	PECCO SK280 TOWER CRANE	1980	0908		
CC09	T.CRANE	PECCO SK280 TOWER CRANE	1982	1106		
CC10	T.CRANE	PECCO SK200 TOWER CRANE	1982	0903		
CC11	T.CRANE	PECCO SK200 TOWER CRANE	1982	1002		
CC12	T.CRANE	PECCO SK400 TOWER CRANE	1982	1203		
H02	HOIST	CHAMPION US-6002-2R MATERIAL HOIST (1	1989	4891146		
H03	HOIST	CHAMPION US-6002-2R MATERIAL HOIST (2	1988	12881138		
H07	HOIST	CHAMPION US-60-1R MATERIAL HOIST (150	1989	1891141		
H09	HOIST	CHAMPION US-6002-2R MATERIAL HOIST (2	1989	2891143		
H11	HOIST	CHAMPION US-6002-1RT MATERIAL HOIST (1989	5891148		
H12	HOIST	CHAMPION US-60-1R MATERIAL HOIST (130	1989	5891149		
H13	HOIST	CHAMPION US-60-1R MATERIAL HOIST (130	1989	6891150		
H14	HOIST	CHAMPION US-6002-1RT MATERIAL HOIST (1989	6891151		
H18	HOIST	CHAMPION US-6002-1RT MATERIAL HOIST (1998	L04H1502		
HE01	RVHE	HOISTING ENGINE	1972	23087		
HE02	RVHE	HOISTING ENGINE	1977	3 78 32		
GCM089	RVSB	78' X 140' RINGER BARGE	1980	37032		
GCM090	RVSB	92' X 135' RINGER BARGE	1980			
1595	843	BOBCAT 843 LOADER	1992	16296		
1333	043	BOBCAT 643 BOADER	1772	10270		
		VEHICLES				
9	LN7000	FORD LN 7000 FUEL TRUCK	1978	R70BVAG7678		
10	LN7000	FORD SUPER DUTY SERVICE TRUCK	1990	2FDLF47M1KCB49214		
14	T800B	KENWORTH T800B TRACTOR	1999	1XKDD69X9XJ815301		
15	T800B	KENWORTH T800B TRACTOR	1999	1XKDD69X0XJ815302		
16	F 80 0	FORD F800 SERVICE TRUCK	1988	1FDXK84A2JVA45002		

				4377777 (A3727713000(A
17	K100E	KENWORTH K100E TRACTOR	1996	1XKED69X3TJ380869
18	K100E	KENWORTH K100E TRACTOR	1994	1XKED69X9SJ380566
19	K100E	KENWORTH K100E TRACTOR	1996	1XKED69XXTJ380870
20	K100E	KENWORTH K100E TRACTOR	1995	1XKED69X3SJ380546
21	F350	FORD F350 SERVICE TRUCK	1989	1FDKF37M3KNB15386
22	KS100E	KENWORTH K100E SERVICE TRACTOR	1994	INKELB9X7RJ380386
23	KS100E	KENWORTH K100E SERVICE TRACTOR	1990	1NKEL29X4LJ377954
24	T800B	KENWORTH K100B TRACTOR	1998	1XKDD29X6WJ770115
25	K100E	KENWORTH K100E TRACTOR	1994	1XKED69X9RJ380318
26	K100E	KENWORTH K100E TRACTOR	1996	1XKED29X1TJ381110
27	K100E	KENWORTH K100E TRACTOR	1994	1XKED69X0RJ380319
28	K100	KENWORTH K100 TRACTOR	1983	1XKKD29X8DJ352773
29	K100E	KENWORTH K100E TRACTOR	1996	1XKED29X3TJ381111
30	K100	KENWORTH K100 TRACTOR	1988	1XKED29X1JJ372629
31	T800B	KENWORTH K100B TRACTOR	1998	1XKDD29X2WJ770113
32	K100	KENWORTH K100 TRACTOR	1987	1XKED29X3HJ371315
34	MTRACT	MACK TRACTOR SUPERLINER	1981	1M1V173Y1BH058667
35	K100	KENWORTH K100 TRACTOR	1987	1XKED29X7HJ371317
37	K100	KENWORTH K100 TRACTOR	1985	1XKED29XXFJ366948
38	K100E	KENWORTH K100E TRACTOR	1990	1XKED29X5LJ376296
39	K100	KENWORTH K100 TRACTOR	1986	1XKED29X8GJ368909
40	K100	KENWORTH K100 TRACTOR	1986	1XKED29X6GJ368908
41	K100	KENWORTH K100 TRACTOR	1983	1XKKD29X6DJ352769
42	K100	KENWORTH K100 TRACTOR	1988	1XKED29X8JJ372630
43	K100	KENWORTH K100 TRACTOR	1983	1XKKD29X2DJ352770
44	K100E	KENWORTH K100E TRACTOR	1994	1XKED69X3RJ380363
45	T800B	KENWORTH T800B TRACTOR	1999	1XKDP6EX5XJ824610
46	K100	KENWORTH K100 TRACTOR	1990	1XKED29X7LJ376297
47	MISC	PETERBILT TRACTOR	1981	1XP2D29X9BN139847
49	K100	KENWORTH K100 TRACTOR	1988	1XKED29XXJJ372631
50	K100E	KENWORTH K100E TRACTOR	1996	1XKED69X1TJ380871
51	K100E	KENWORTH K100E TRACTOR	1995	1XKED69X5SJ380547
52	T800B	KENWORTH K100B TRACTOR	1998	1XKDD29X4WJ770114
53	KS100E	KENWORTH K100E SERVICE TRACTOR	1990	1XKEDB9X2LJ377700
54	K100E	KENWORTH K100E TRACTOR	1992	1XKEDB9X0NJ379402
55	K100E	KENWORTH K100E TRACTOR	1991	1XKEDR9XOMJ378760
56	K100E	KENWORTH K100E TRACTOR	1991	1XKEDR9X2MJ378761
57	K100E	KENWORTH K100E TRACTOR	1995	1XKED69X7SJ380548
58	K100E	KENWORTH K100E TRACTOR	1992	1XKEDB9X2NJ379403
60	T800	KENWORTH T800 TANDEM	1988	1NKDL20X2JJ518803
61	T800	KENWORTH T800 TANDEM	1988	1NKDL20X4JJ518804
62	T800	KENWORTH T800 TANDEM	1988	1NKDL20X6JJ518805
63	T800B	KENWORTH K100B TRACTOR	1998	1XKDD29X8WJ770116
64	T800B	KENWORTH K100B TRACTOR	1998	1XKDD69X5WJ790492
65	T800B	KENWORTH T800B TRACTOR	1999	1XKDP6EX7XJ824611
66	T800B	KENWORTH T800 TANDEM	1989	2NKDL20X0KM542446
67	T800	KENWORTH T800 TANDEM-WATER	1987	1NKDL20X5HJ347006
68	T800	KENWORTH T800 TANDEM	1987	1NKDL20X7HJ347007
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69	T800	KENWORTH T800 TANDEM	1987	1NKDL20X9HJ347008
72	T800	KENWORTH T800 TANDEM	1997	1NKDX9TX4WJ758810
73	T800	KENWORTH T800 TANDEM	1997	1NKDX9TX6WJ758811
74	T450	KENWORTH T450 TIRE TRUCK	1994	2NKNH77X5RM629844
75	T800B	KENWORTH T800S TANDEM	1999	1NKDX9TX8XJ815253
76	T800	KENWORTH T800 TANDEM	1989	2NKDL20X2KM542447
77	T450	KENWORTH T450 FUEL TRUCK	1994	2NKNL79X4SM638407
78	T800B	KENWORTH T800S TANDEM	1999	1NKDX9TXXXJ815254
79	T800	KENWORTH T800 TANDEM	1989	2NKDL20X4KM542448
80	MTRACTOR	AUTOCAR TRACTOR	1971	68334
81	T800	KENWORTH T800 TANDEM-WATER	1987	1NKDL20X7HJ347010
82	T450	KENWORTH T450 DUMP TRUCK	1996	2NKNX9TX3TM684367
83	T450	KENWORTH T450 DUMP TRUCK	1996	2NKNX9TX5TM684368
84	T450	KENWORTH T450 DUMP TRUCK	1996	2NKNX9TX7TM684369
85	T800	KENWORTH T800 DUMP TRUCK	1996	1NKDX9TX8VJ741006
86	T450	KENWORTH T450 DUMP TRUCK	1996	1NKNX9TX3TS684371
87	T450	KENWORTH T450 DUMP TRUCK	1996	2NKNX9TX3TM684370
88	YARD	GROVE MANLIFT	1989	19716
89	YARD	YARD SERVICE CART	1989	91098
90	YARD	POWER BOSS PAVEMENT SWEEPER	1989	2140029
163	YARD	KOMATSU FORKLIFT	1989	70229
165	YARD	MITSUBISHI FORKLIFT	1987	F1901779
166	YARD	TOYOTA FORKLIFT	1977	F63563616
167	YARD	CATEPILLAR FORKLIFT	1977	25V0215
563	D250	DODGE PICKUP TRUCK	1989	1B7KE2689KS100950
564	D250	DODGE PICKUP TRUCK	1989	1B7KE2680KS152001
565	D250	DODGE PICKUP TRUCK	1989	1B7KE268XKSO53735
570	MTRACT	MACK ROAD TRACTOR	1974	RS795L5T21779
571	MTRACT	MACK ROAD TRACTOR	1983	1M2N162C2DA087487
572	MTRACT	MACK ROAD TRACTOR	1989	1M1N277YXKW008935
573	MTRACT	MACK ROAD TRACTOR	1989	1M1N277Y2KW008931
574	FTRACT	FORD ROAD TRACTOR	1973	291TV74744
575	INTTRACT	INTERNATIONAL ROAD TRACTOR	1984	2HSVDJSR4ECA13470
576	BRCKTRACT	BROCKWAY ROAD TRACTOR	1974	83728
577	CH60	CHEVROLET 60 FUEL TRUCK	1985	1GBG6D1AXFV218944
578	2500	GMC 2500 PICKUP TRUCK	1985	2GTGC24M2F1517053
579	F250	FORD F250 PICKUP TRUCK	1988	2FTHF25Y0JCA13319
580	DUMP	GMC DUMP TRUCK	1998	1GDJC34R6WF040851
622	YARD	J.D. AMT 622 MATERIAL CART	1990	8829
628	F700	FORD F-700 SERVICE TRUCK	1993	1FDNK74C4RVA13407
629	T450	KENWORTH T450 SERVICE TRUCK	1994	2NKNH77X9SM639783
630	FL70	FREIGHTLINER FL70 SERVICE TRUCK	1994	1FV6HFBC8SL649788
631	FL70	FREIGHTLINER FL70 SERVICE TRUCK	1994	1FV6HFBC6SL649787
632	T300	KENWORTH T300 SERVICE TRUCK	1995	2NKMH77XXSM660234
633	T300	KENWORTH T300 SERVICE TRUCK	1995	2NKMH77X3SM660236
634	T300	KENWORTH T300 SERVICE TRUCK	1995	2NKMH77X4SM652033
635	FL70	FREIGHTLINER FL70 SERVICE TRUCK	1996	1FV6HFBC0TL622585
636	FL70	FREIGHTLINER FL70 SERVICE TRUCK	1996	1FV6HFBC2TL622586
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627	T300	KENWORTH T300 LUBE TRUCK	1996	2NKMH77X6TM685035
637	T300	KENWORTH T300 EGBE TROCK	1995	2NKMH77X7SM650146
638	T300	KENWORTH T300 FLATBED	1996	2NKMH77X4TM685034
639		FREIGHTLINER FL70 SERVICE TRUCK	1996	1FV6HFBCXVL837958
640	FL70	FREIGHTLINER FL70 SERVICE TRUCK	1996	1FV6HFBC1VL837959
641	FL70	KENWORTH T300 SERVICE TRUCK	1996	3NKMH77X7TF731910
642	T300		1996	3NKMH77X9TF731911
643	T300	KENWORTH T300 SERVICE TRUCK		3NKMH77X9TF731911
644	T300	KENWORTH T300 SERVICE TRUCK	1996	
645	T300	KENWORTH T300 SERVICE TRUCK	1997	3NKMH77X3VF745418
646	T300	KENWORTH T300 SERVICE TRUCK	1997	3NKMH77X5VF745419
647	T300	KENWORTH T300 FLATBED TRUCK	1997	3NKMH77X1VF745420
648	T300	KENWORTH T300 SERVICE TRUCK	1997	3NKMH77X2VF747824
64 9	T300	KENWORTH T300 SERVICE TRUCK	1998	3BKMH77X0WF768759
650	T300	KENWORTH T300 SERVICE TRUCK	1998	3BKMH77X7WF768760
652	T300	KENWORTH T300 SERVICE TRUCK	1998	3BKMH77X8WF789410
653	550	FORD F550 SERVICE TRUCK	1998	1FDAF56F4XEA25102
654	T300	KENWORTH T300 SERVICE TRUCK	1998	3BKMHD7X5WF784556
655	I TON	CHEVROLET I TON SERVICE TRUCK	1996	1GBHC34J7TE191068
656	T300	KENWORTH T300 SERVICE TRUCK	1999	3BKMHZ7X2XF795989
907	D250	DODGE PICKUP TRUCK	1991	1B7KE2681MS238615
943	F150	FORD F150 PICKUP TRUCK	1992	1FTEX14N6NKA41354
989	D250	DODGE PICKUP TRUCK	1990	1B7KE2689LS671114
991	D250	DODGE PICKUP TRUCK	1990	1B7KE2688LS753173
8112	YARD	HYSTER 805 FORKLIFT	1976	C00DOI805W
8116	YARD	KOMATSU FD30VT FORKLIFT	1993	446912A
8117	YARD	KOMATSU FD30VT FORKLIFT	1993	446913A
8118	YARD	KOMATSU FORKLIFT	1993	3759
8120	YARD	JOHN DEERE 6X4 GATOR TRUCK	1993	WOO6XXYX003156
8124	V620	CAT V620 FORKLIFT	1995	2DD147
8125	V620	CAT V620 FORKLIFT	1997	21203
9015	D350	DODGE D350 RAM FLATBED	1993	1B6ME36CXPS267946
9016	D350	DODGE D350 RAM FLATBED	1993	1B6ME36C1PS267947
9017	D350	DODGE D350 RAM FLATBED	1993	1B6ME36C3PS267948
9018	D350	DODGE D350 RAM FLATBED	1993	1B6ME36C5PS267949
9034	D3500	DODGE RAM 3500 PICKUP	1994	1B6MC36C9RS548712
9035	F150	FORD F150 PICKUP TRUCK	1994	1FTEX14N3RKB03220
9043	2500	CHEVROLET PICKUP TRUCK	1994	1GCGC29FXRE162579
9045	D2500	DODGE RAM 2500 PICKUP	1994	1B7KC26C2RS613090
9050	GRMAR	MERCURY GRAND MARQUIS	1994	2MELM75W9RX677617
9056	D2500	DODGE RAM 2500 PICKUP	1994	1B7KC26C3RS615866
9060	DIAM	MITSUBISHI DIAMANTE	1992	JA3XC47SXNY050951
9068	AUR	OLDSMOBILE AURORA	1995	1G3GR62CXS4123427
9073	D2500	DODGE RAM 2500 PICKUP	1995	1B7KC26C0SS306989
9075	CROWN	FORD CROWN VICTORIA	1995	2FALP73W9SX181871
9077	CROWN	FORD CROWN VICTORIA	1995	2FALP73W0SX181872
9081	F150	FORD F150 PICKUP TRUCK	1995	1FTEX14NXSKB47172
9096	CROWN	FORD CROWN VICTORIA	1995	2FALP73W4TX125399
9101	D1500	DODGE RAM 1500 PICKUP	1996	1B7HC16Y8TS704419

9106	CROWN	FORD CROWN VICTORIA	1996	2FALP73W0TX199967
9107	CROWN	FORD CROWN VICTORIA	1996	2FALP73W2TX199968
9109	D1500	DODGE 1500 CLUB CAB	1996	3B7HF13Z3TG177658
9114	ESCORT	FORD ESCORT WAGON	1996	1FALP15P8VW126296
9122	CROWN	FORD CROWN VICTORIA	1997	2FALP73W5VX101034
9125	BLZR	CHEVROLET BLAZER	1997	1GNDT13W2V2121016
9126	F150	FORD F150 PICKUP TRUCK	1997	1FTDX1728VNB91719
9128	DAKOTA	DODGE DAKOTA CLUB CAB	1997	1B7GL23X5VS129793
9129	TC	LINCOLN TOWN CAR	1997	1LNLM82W7VY680047
9132	D1500	DODGE 1500 PICKUP	1997	3B7HF13Z0VG786015
9133	EXPED	FORD EXPEDITION	1997	1FMFU18L1VLB59243
9148	F450	FORD F450 FLATBED	1997	1FDLF47F2VEC25233
9149	F450	FORD F450 FLATBED	1997	1FDLF47F4VEC25234
9150	F450	FORD F450 FLATBED	1997	1FDLF47F6VEC25235
9151	F450	FORD F450 FLATBED	1997	1FDLF47F8VEC25236
9152	F450	FORD F450 FLATBED	1997	1FDLF47FXVEC25237
9155	TC	LINCOLN TOWN CAR	1997	1LNLM81WXVY754000
9156	TC	LINCOLN TOWN CAR	1997	1LNLM81W2VY753231
9159	EXPED	FORD EXPEDITION	1998	1FMPU18L1WA25760
9160	D1500	DODGE 1500 PICKUP	1998	3B7HF12Y1WM232770
9161	D1500	DODGE 2500 PICKUP	1998	3B7KC26DXWM230396
9162	D1500	DODGE 1500 PICKUP	1998	3B7HF12Y9WG146184
9163	D1500	DODGE 2500 PICKUP	1998	3B7KC26D1WM230397
9168	TC	LINCOLN TOWN CAR	1998	1LNFM82W5WY675752
9 169	TC	LINCOLN TOWN CAR	1998	1LNFM81W1WY675751
9170	D1500	DODGE 1500 PICKUP	1998	3B7HF12YXWG180151
9173	D1500	DODGE 1500 PICKUP	1998	3B7HF12Y0WM238267
9177	LHS	CHRYSLER LHS	1998	2C3HC56G2XH218950
9178	BLZR	CHEVROLET BLAZER	1998	1GNDT13W1W2114513
9180	CROWN	FORD CROWN VICTORIA	1998	2FAFP73WXWX176715
9181	CROWN	FORD CROWN VICTORIA	1998	2FAFP73W3WX176717
9182	CROWN	FORD CROWN VICTORIA	1998	2FAFP73W1WX176716
9183	CROWN	FORD CROWN VICTORIA	1998	2FAFP73W4WX176791
9186	F150	FORD F150 PICKUP TRUCK	1998	1FTZX17W7WNC16393
9188	BLZR	CHEVROLET BLAZER	1998	1GNDT13W7W2276453
9193	BLZR	CHEVROLET BLAZER	1999	1GNDT13W5X2108554
9194	LHS	CHRYSLER LHS	1999	2C3HC56GXXH589855
9195	BLZR	CHEVROLET BLAZER	1999	1GNDT13W9X2108850
9196	CROWN	FORD CROWN VICTORIA	1998	2FAFP73W4XX130234
9197	BLZR	CHEVROLET BLAZER	1999	1GNDT13WXX2108842
9202	F250	FORD F250 PICKUP TRUCK	1998	1FTNX20F6XEB90661
9203	TC	LINCOLN TOWN CAR	1998	1LNHM81WXXY645187
9204	D1500	DODGE RAM 1500 PICKUP	1999	3B7HF13Z0XG110909
9207	F250	FORD F250 PICKUP TRUCK	1999	1FTNX20L0XED32878
9208	F250	FORD F250 PICKUP TRUCK	1999	1FTNX20L2XED32879
9209	D1500	DODGE RAM 1500 PICKUP	1999	1B7HF13YXXJ590656
9210	D1500	DODGE RAM 1500 PICKUP	1999	1B7HF13Y6XJ590654
9211	D1500	DODGE RAM 1500 PICKUP	1999	1B7HF13Y8XJ590655

01A	TA	TALBERT THIRD AXLE	1980	5602A
01S	TAS	TALBERT TANDEM AXLE STINGER	1986	N/L
02J	JD2	TALBERT TANDEM JEEP DOLLY	1977	N/L
02N	DRAG	MARTIN DRAG	1966	8220
02S	AE	TALBERT SELF TRACKING AXLE EXTENSI	1987	609
03S	AE	TALBERT SELF TRACKING AXLE EXTENSI	1988	650
04A	TA	TALBERT THIRD AXLE	1987	40FAK0515H1007142
04J	JD1	TALBERT SINGLE JEEP DOLLY	1982	5940J
04N	DRAG50	TALBERT 50 TON 3 AXLE DRAG	1970	3708
048	AE	TALBERT SELF TRACKING AXLE EXTENSI	1988	757
04T	FL	DORSEY FLATBED TRAILER	1966	111400
05J	JD2	TALBERT TANDEM JEEP DOLLY	1994	40FJK2723R1011063
05N	DRAG80	TALBERT 80 TON DRAG	1969	3498
058	AE	TALBERT SELF TRACKING AXLE EXTENSI	1990	1011
05T	FL	DORSEY FLATBED TRAILER	1957	35914
06A	TA	TALBERT THIRD AXLE	1988	40FA00516J1007386
06D	BEAM35	TALBERT 35 TON BEAM DECK	1980	5238
06N	DROP35	TALBERT 35 TON DROP DECK	1978	5238
06R	REAR35	TALBERT 35 TON REAR BRIDGE	1978	6145
06T	FL	BENSON 45' ALUMINUM FLAT	1997	1NUFT28Z2VMNA0386
07A	TA	TALBERT THIRD AXLE	1987	40FAK0516J1007298
07D	DRAG80	MARTIN 80 TON DRAG	1966	9663
08D	DRAG80	TALBERT 80 TON DRAG	1969	9573
08T	FL	TRANSCRAFT TRAILER	1974	TC7211
09A	TA	TALBERT THIRD AXLE	1988	40FA00518J1007390
09D	BEAM35	TALBERT 35 TON BEAM DECK	1978	8732
09T	FL	FLATBED TRAILER 42'	1978	15006
100T	KDP80	KAYLN KDP80 SINGLE DROP TRAILER	1999	41FKF452XX1000598
101T	KDP80	KAYLN KDP80 SINGLE DROP TRAILER	1999	41FKF4521X1000599
10A	TA	TALBERT THIRD AXLE	1988	0514J100J1007452
1 0 D	FLAT35	TALBERT 35 TON TRAILER	1980	5602
10N	NECK35	TALBERT 35 TON NECK	1980	5602
10R	REAR35	TALBERT 35 TON REAR BRIDGE	1980	FW12669
10T	FLAT35	BENSON ALUMINUM FLAT TRAILER	1997	1NUFT28ZXVMNA0670
11A	TA	TALBERT THIRD AXLE	1988	40FA00516J1007453
11D	FLAT35	TALBERT 35 TON TRAILER	1981	5712
11N	FLAT35	TALBERT 35 TON TRAILER	1981	5712
11R	REAR35	TALBERT 35 TON REAR BRIDGE	1981	5712
11T	TANK	FRUEHAUF TANKER	1966	TD10230
12A	TA	TALBERT THIRD AXLE	1988	40FA0051XJ1007715
12N	NECK35	TALBERT 35 TON NECK	1982	B9190
12T	DD	TRANSCRAFT TRI-AXLE DROP DECK	1987	ITTF45300H1029608
13A	TA	TALBERT THIRD AXLE	1988	40FAK0515K1007746
13D	BEAM40	TALBERT 40 TON BEAM DECK	1986	7762
13T	DD	TRANSCRAFT TRI-AXLE DROP DECK	1974	TC7349
14A	TA	TALBERT THIRD AXLE	1988	40FA00516K1007762
14D	DECK50	TALBERT 50 TON BEAM DECK	1995	1506
14N	NECK50	TALBERT 50 TON NECK	1986	505

14T	FL	FONTAINE 40 FT. TRAILER	1966	18694
15D	DROP50	TALBERT 50 TON DROP DECK	1986	491
15T	FLAT	TRANSCRAFT TL2000 FLATBED	1995	1TTF4820XS1046673
16D	FLAT50	TALBERT 50 TON TRAILER	1986	8809
16N	NECK50	TALBERT 50 TON NECK	1986	8809
16R	REAR50	TALBERT 50 TON REAR BRIDGE	1986	1T9SK4831G1008809
16T	FLAT	TRANSCRAFT TL2000 FLATBED	1995	1TTF48205S1046676
17A	TA	TALBERT THIRD AXLE	1990	40FAK051XL1008778
17D	DROP40	TALBERT 40 TON DROP DECK	1988	715
17N	FLAT40	TALBERT 40 TON TRAILER	1987	7141
17R	REAR40	TALBERT 40 TON REAR BRIDGE	1987	40FSK5733H1007141
17T	FL	FONTAINE 40 FT. TRAILER	1966	18701
18A	TA	TALBERT THIRD AXLE	1990	40FAK0511L1008779
18D	FLAT40	TALBERT 40 TON TRAILER	1988	7385
18N	NECK40	TALBERT 40 TON NECK	1988	7385
18R	REAR40	TALBERT 40 TON REAR BRIDGE	1988	40FSK4830J1007385
18T	FL	FRUEHAUF TRAILER	1966	FW111396
19A	TA	TALBERT THIRD AXLE	1990	40FAK0518L1008780
19T	FL	REITNOUER 45' ALUMINUM FLAT	1996	1RNF45A27TR002630
1T	TRAL	FRUEHAUF TRAILER	1967	"FW5350009
20A	TA	TALBERT THIRD AXLE	1990	40FAK051XL1008781
20D	DROP40	TALBERT 40 TON DROP DECK	1987	573
20 T	DD	TRANSCRAFT TRI-AXLE DROP DECK	1987	ITTF45302H1029609
21D	BEAM50	TALBERT 50 TON BEAM DECK	1987	575
21T	DD	TRANSCRAFT TRI-AXLE DROP DECK	1977	TC5189
22T	FL	TRANSCRAFT FLATBED	1977	TC10174
23D	DROP40	TALBERT 40 TON DROP DECK	1988	7389
23N	REAR40	TALBERT 40 TON REAR BRIDGE	1988	7385
23R	REAR40	TALBERT 40 TON REAR BRIDGE	1988	40FWK4836J1007389
23T	DUMP	STECO HYDRAULIC DUMP TRAILER	1977	101177431
24T	DUMP	STECO HYDRAULIC DUMP TRAILER	1977	101177432
25D	FLAT40	TALBERT 40 TON TRAILER	1988	7745
25N	NECK40	TALBERT 40 TON NECK	1988	7745
25R	REAR40	TALBERT 40 TON REAR BRIDGE	1988	40FSK4832K1007745
25T	DUMP	STECO HYDRAULIC DUMP TRAILER	1978	121577481
26D	FLAT40	TALBERT 40 TON TRAILER	1988	7761
26N	NECK40	TALBERT 40 TON NECK	1988	7761
26R	REAR40	TALBERT 40 TON REAR BRIDGE	1988	40FSK6235K1007761
26T	FL	TRANSCRAFT TRAILER	1979	TC13399
27A	GOOSE	TALBERT FLIP-UP GOOSENECK EXTENSIO	1988	1270
27D	FLAT40	TALBERT 40 TON TRAILER	1988	7763
27N	NECK40	TALBERT 40 TON NECK	1988	7763
27R	REAR40	TALBERT 40 TON REAR BRIDGE	1988	40FSK6239K1007753
27T	FL	TRANSCRAFT TRAILER	1979	TC13403
28D	DROP50	TALBERT 50 TON DROP DECK	1988	823
28N	DRAG75	TALBERT 75 TON DRAG TRAILER	1994	11064
28T	DD	TRANSCRAFT DROP DECK TRAILER	1981	1TTE43204B1017544
29D	DROP40	TALBERT 40 TON DROP DECK	1990	253933K

29T	DD	TRANSCRAFT DROP DECK TRAILER	1981	1TTE42204B1010836
2T	FLAT	TRANSCRAFT TL2000 FLATBED	1995	1TTF45201T0151390
30D	DD	TALBERT 50 TON COMPLETE DROP TRAILE	1995	40FWK7248S1012484
30D	DD	TRANSCRAFT DROP DECK TRAILER	1983	1TTE46200E1019423
31D	DD	TALBERT 50 TON COMPLETE DROP TRAILE	1995	40FWK7243S1012487
31T	DD	TRANSCRAFT DROP DECK TRAILER	1983	1TTE45201D1019424
	DD	TRANSCRAFT DROP DECK TRAILER	1983	1TTE45203D1019425
32T	FL	TRANSCRAFT TRAILER	1983	1TTF45201D1019430
33T		TRANSCRAFT TRAILER	1983	1TTF45205D1019429
34T	FL	TRANSCRAFT DROP DECK TRAILER	1985	1TTE45202F1026398
35T	DD	TRANSCRAFT DROP DECK TRAILER	1985	1TTE45204F1026399
36T	DD	TRANSCRAFT DROP DECK TRAILER	1989	1TTE45201K1033241
37T	DD	TRANSCRAFT DROP DECK TRAILER	1989	1TTE45201K1033241
38T	DD		1981	1BK10EA24BM195099
38VT	VT	BUDD VAN TRAILER	1989	1TTE45205K1033243
39T	DD	TRANSCRAFT DROP DECK TRAILER	1989	111E43203K1033243
39VT	VT	HAZMAT VAN TRAILER	1980	9315
3A	TA	TALBERT THIRD AXLE		1TTF45203T1051391
3T	FLAT	TRANSCRAFT TL2000 FLATBED	1995	
40T	FL	TALBERT DROP DECK TRAILER	1989	1TTE45207K1033244
41T	DD	TRANSCRAFT DROP DECK TRAILER	1991	1TTE48203M1035531
42T	DD	TRANSCRAFT DROP DECK TRAILER	1 9 91	1TTE48205M1035532
43T	DD	TRANSCRAFT DROP DECK TRAILER	1991	1TTE48207M1035533
44ET	VT	EMERGENCY RESPONSE TRAILER	1994	48B500L27R1010119
44T	DD	TRANSCRAFT DROP DECK TRAILER	1991	1TTE48209M1035534
45T	DROP40	TALBERT 40 TON DROP DECK	1991	40FL04525P1010040
45VT	VT	CVT-25 1058 GALLON VAC TRAILER	1995	1P9TAR206S2021220
46ET	MISC	FINN HYDRO SEEDER	1998	RS-141
46T	DROP40	TALBERT 40 TON DROP DECK	1991	40FL04527P1010041
47ET	MISC	FINN BALE CHOPPPER	1998	F-0942
47T	TAG	TALBERT 20 TON TAG TRAILER	1987	1TKC02427HM108228
48T	DROP40	TALBERT 40 TON DROP DECK	1991	40FL04529P1010042
49T	TAG	INTERNATIONAL TAG ALONG TRAILER	1989	1ZFCF1625KB002630
51T	TAG	CRONKITE BOBCAT TRAILER	1988	1C9261922J1203729
53T	DROP40	TALBERT 40 TON DROP DECK	1991	40FL04520P1010043
54T	DROP40	TALBERT 40 TON DROP DECK	1991	40FL04522P1010044
55T	DROP40	TALBERT 40 TON DROP DECK	1991	40FL04524P1010045
57T	TAG	TALBERT 20 TON TAG TRAILER	1991	40FRD302XM3009445
58T	K80	KAYLN KDP-80-LITE TRAILER	1993	1K9F45221P1005293
59T	K80	KAYLN KDP-80-LITE TRAILER	1993	1K9F45223P1005294
60T	K80	KAYLN KDP-80-LITE TRAILER	1993	1K9F45225P1005295
61T	K70	KAYLN KDP-70-LITE TRAILER	1993	1K9F46220P1005307
62T	KDDP70	KAYLN DOUBLE DROP DECK TRAILER	1995	1K9F46241S1005276
63T	KDD	KAYLN DROP DECK TRAILER	1995	1K9F45248S1005270
64T	KDD	KAYLN DROP DECK TRAILER	1995	1K9F4524XS1005271
65T	KDD	KAYLN DROP DECK TRAILER	1995	1K9F45347S1005274
66T	KDD	KAYLN KDP80 DROP DECK TRAILER	1995	1K9F45213S1005621
67T	KDD	KAYLN KDP80 DROP DECK TRAILER	1995	1K9F45215S1005622
68T	KDD	KAYLN KDP80 DROP DECK TRAILER	1995	1K9F45217S1005623

69T	KDD	KAYLN KDP80 DROP DECK TRAILER	1995	1K9F45219S1005624
70T	L40	KAYLN LP40-TRAILER	1994	1K9E24217R1005224
71T	L40	KAYLN LP40-TRAILER	1994	1K9E24219R1005225
72T	KDD	KAYLN DROP DECK TRAILER	1995	1K9F45241S1005272
73T	KDDP70	KAYLN DOUBLE DROP DECK TRAILER	1995	1K9F46243S1005277
74T	KDD	KAYLN KDP80 DROP DECK TRAILER	1996	1K9F45220T1005621
75T	KDD	KAYLN KDP80 DROP DECK TRAILER	1996	1K9F45222T1005622
76T	KDD	KAYLN KDP80 DROP DECK TRAILER	1996	1K9F45224T1005623
77T	KDD	KAYLN KDP80 DROP DECK TRAILER	1996	1K9F45226T1005624
78T	KDD	KAYLN KDD48 DOUBLE DROP TRAILER	1998	41FKF4927W1000518
79T	KDD	KAYLN KDD48 DOUBLE DROP TRAILER	1998	41FKF4929W1000519
7 T	FL	REITNOUER 45' ALUMINUM FLAT	1996	1RNF45A21TR002719
80N	200	FONTAINE 200 TON LEVEL DECK	1971	13820
81T	DRAG	TALBERT DRAG TRAILER	1957	CR2255
82T	DRAG	TALBERT DRAG TRAILER	1974	4414
83T	DRAG	WALLACE LOWBOY DRAG	1995	DLBT5031000950114
84T	DRAG	WALLACE LOWBOY DRAG	1997	DLBT5031000970153
85T	TAG	TAG TRAILER	1982	MVIN55439IND
86T	TRAILER	TRAILMOBILE TRAILER	1974	L33159
87T	TRAILER	TAG TRAILER	1969	MVIN39742IND
788	TRAILER	FRUEHAUF TRAILER	1969	FWK521017
89T	TRAILER	TRAILMOBILE TRAILER	1974	L33162
91T	TRAILER	TCM TRAILER	1974	TCM2262
92T	TRAILER	FRUEHAUF TRAILER	1976	FWX764101
93T	TRAILER	KENTUCKY TRAILER	1981	1KKPD45218L001590
94T	KDP80	KAYLN KDP80 SINGLE DROP TRAILER	1999	41FKF4536X1000591
95T	KDP80	KAYLN KDP80 SINGLE DROP TRAILER	1999	41FKF4538X1000592
96T	KDP80	KAYLN KDP80 SINGLE DROP TRAILER	1999	41FKF4522X1000594
9 7 T	KDP80	KAYLN KDP80 SINGLE DROP TRAILER	1999	41FKF4524X1000595
98T	KDP80	KAYLN KDP80 SINGLE DROP TRAILER	1999	41FKF4526X1000596
99T	KDP80	KAYLN KDP80 SINGLE DROP TRAILER	1999	41FKF4528X1000597
BW156		BOOM WAGON	N/A	N/L

	M&E ACCESSORIES		
456	BOOM CARRIER FOR KRUPP CRANE	1996	4941
460	BOOM CARRIER FOR KRUPP CRANE	1994	4693
466	BOOM CARRIER FOR KRUPP CRANE	1995	4870
470	BOOM CARRIER FOR KRUPP CRANE	1995	4904
484	BOOM CARRIER FOR KRUPP CRANE	1995	4869
485	BOOM CARRIER FOR KRUPP CRANE	1995	4871
486	BOOM CARRIER FOR KRUPP CRANE	1995	4905
488	BOOM CARRIER FOR KRUPP CRANE	1995	4906
493	BOOM CARRIER FOR KRUPP CRANE	1995	4920
498	BOOM CARRIER FOR GROVE CRANE	1997	

7005	30' JIB & 10' INSERT
7012	LORAIN CRAWLER CRANE ACCESSORIES
7017	CRANE BALL
7018	SHEAVE HOOK BLOCK
70 19	JOHNSON HOOK BLOCK
7021	HOOK BLOCK
7025	M131-BLOCK
7026	ESCO CLAM BUCKET
7028	CLAM BUCKET
7029	CLAM BUCKET
7030	CLAM BUCKET
7031	CLAM BUCKET
7035	20' MANITOWOC BOOM
7036	30' BOOM INSERT
7038	200S X 24 RTB BLOCK
7040	SHEAVE HOOK BLOCK
7041	CLAMSHELL BUCKET
7043	ERIE CLAM BUCKET
7044	3-30' CENTER SECTION
7045	DRAGLINE BUCKET
7046	USED CLAM BUCKET
7047	USED CLAM BUCKET
7049	BOOM SEC., PINS & PEND.
7050	FREDERICK BALL
7051	20 X 6 BOOM EXTENSION
7052	20' BOOM SECTION
7053	FRED. PEAR SHAPE BALL
7054	AXLE BOOM W/ EX. CABLE
7055	MANITOWOC BOOM
7058	CLAM BUCKET
7059	BLOCK
7062	4 1/2 YD. DRAG BUCKET
7063	OWENS CLAM BUCKET
7064	HENKE CLAM BUCKET
7065	B-K CLAM BUCKET
7066	CLAM BUCKET
7067	OWENS CLAM BUCKET
7068	HENDRIX BUCKET
7069	CONCRETE/CLAM BUCKET
7070	CONCRETE BUCKET
7072	BUCKET
7073	88 FT. JIB ASSEMBLY
7076	2 PIECE JIB
7078	LORAIN 20' CENTER SEC
7079	20' BOOM SECTION
7080	LORAIN 20' JIB
7081 7082	10' LORAIN CENTER SC 20' LORAIN CEN, SECT
7002	20 LURAIN CEN. SECT

7083	LOWER CRANE BOOM
7084	LORAIN BOOM
7085	LORAIN L-80
7086	CONCRETE BUCKETS
7087	100 TON BLOCK
7088	150 TON BLOCK
7089	BOOM EXT. & ACCESSORY
7091	30' CRANE BOOM
7092	55 IN LIFTING MAGNET
7093	2 HAIRPINS
7094	YAUN 6 YARD CLAM BKT
7095	OWEN 6 YARD CLAM BKT
7096	WILLIAMS CLAM BUCKET
7206	HYDRAULIC PUMP
7207	AIR COMPRESSOR
7210	ROCKWELL DRILL PRESS
7212	AIR COMPRESSOR
7213	GENERATOR-SCRAP MAGN
7214	START - ALL
7215	START - ALL
7218	START-ALL
7219	3 - START ALLS
7221	START - ALL
7222	EVERETT CUTOFF MACH.
7233	2 15,000 GAL. TANKS
7256	SCALE
7257	FULL TANKS
7258	QUINCY AIR COMPRESSOR
7261	DREDGE CLAM BUCKET
7262	HYDR. AIR COMPRESSOR
7267	DROP BALL
7268	1/2 CY CLAM BUCKET
7273	4000 GAL. FUEL TANK
7276	20' & 30' CENTER SECTION
7277	CENTER SECTION & PENDANTS
7278	K601 CRIMPER
7291	HYD. COMPRESSOR
7293	GOODALL STARTALL
7298	ELECTRO MAGIC STM CL
7315	LINGER STEAM CLEANER
7316	2-200 TON HOOK BLKS
7317	2 JOHNSON OVRHL BALL
7318	10 PECCO TWR SECTION
7320	46 HOIST GATES
7324	30T HOOKBLOCK & 2 CHKR
7326	ANVILLE 6 YD CLAM SHE
7327	3 BARREL TAG LINE BXL
7328	NELSON 10 T DOLLY
, 520	THE SOLVE TO E DODE I

7331	2 BLUESTAR WELDERS
7332	ENGINE STAND
7335	INGERSOLL AIR COMP
7336	FLECO ROOT RAKE
7337	OWENS 4 YD CLAMSHELL
7339	PRATT WASHER
7340	7 CONCRETE BUCKETS
7342	130 TON HOOKBLOCK
7350	1.5 YD CONC BUCKET
7351	5 SECTIONS MAN BOOM
7352	2-USED 3 SHVE BLOCKS
7353	BLOCK & BALL (#298)
7354	30 TON BLOCK (#297)
7355	BLOCK & BALL (#306)
7358	7-30' SECTIONS BOOM
7359	60 TON HOOK BLOCK
7360	60 TON HOOK BLOCK
7361	TAG LINE WINDER
7364	AIR COMPRESSOR
7366	1-40' SECTION BOOM
7367	HEADACHE BALL
7368	HIGH PRESSURE WASHER
7369	HEADACHE BALL
7370	HEADACHE BALL
7371	2-40' BOOM INSERTS
7372	40' BOOM INSERT
7373	SHEAVE BLOCKS
7374	WELDER & ACCESSORIES
7375	2-SNATCH BLOCKS
7376	1 BLOCK & 2 BALLS
7385	BLOCK
7388	BLOCK & BALL
7390	1-40' BOOM SECITON
7392	HIGH PRESS WASHER
7393	CRANE BLOCK & BALL
7395	MANITOWOC BOOM SECTIONS
7396	100 TON LOAD BLOCK
7397	MANITOWOC JIB INSERTS
7409	200TN LIFTING BEAM
7410	7 MANITOWOC BOOM SECTIONS
7411	(1)40' & (1)10' SECTION #22 BOOM
7414	2-20' SECTION #6 BOOM INSERTS
7415	100 TON 5 SHEAVE HOOK BLOCK
7425	MCKISSICK 50 TN SINGLE SHEAVE BLOCK
7426	HEADACHE BALL
7427	MANITOWOC 50' JIB 4000/4100
7428	MANITOWOC 50' #123 JIB 4000/4100
7429	MANITOWOC 50' #123 JIB 4000/4100

7430	MANITOWOC ELEVATED CAB FOR 4000W
74 31	LS718 50'- 30' - 20' BOOM SECTIONS
7432	LS718 50' COMPLETE JIB
7435	5000# WRECKING BALL
7436	HOOK BALL
7437	SPREADER BAR
7438	1 40' #22 BOOM INSERT
74 39	1 40' #22C TOP HEAD SECTION
744 0	WIRE ROPE SPOOLER FOR ORLANDO
7441	1 10' #23 BOOM INSERT
7442	1 40' #22 BOOM INSERT
7443	1 20' #22 BOOM INSERT
7444	1 10' #22 BOOM INSERT
7445	1 60' 123 JIB FOR #22 BOOM
7446	1 40' #22 BOOM INSERT
7447	1 40' #22 BOOM INSERT
7448	1 40' #22 BOOM INSERT
7449	2 40' #22 BOOM INSERT
7450	1 20' #22 BOOM INSERT
7451	1 #22 BOOM BUTT
7452	1 40' 123 JIB
7453	SERIES 2 COUNTERWEIGHTS
7454	(2) USED 250TON LOAD BLOCKS
7455	CERTIFIED SLING
7456	(1) USED 200TON LOAD BLOCK
7457	TOP & BUTT SECTION
7458	1 50' 122A JIB
7459	PARTS WASHER FOR ORLANDO
7460	PRESSURE WASHER
7461	HYDROTECH FILTER
7462	HYDRAULIC RAM
7463	44FT STORAGE VAN TRAILER
7464	ELASTEC SKIMMER
7465	TRACTOR TRAILER SCALE 5000
7466	8000 GALLON FUEL SKID TANK
7467	OIL WATER SEPARATOR
7468	ANTI-FREEZE RECYCLING UNIT FOR KENWORTH
7469	900 MHZ RADIO SYSTEM FOR DISPATCH
7470	PROPANE GAS TANK FOR ORLANDO
7471	OIL WATER SEPARATOR FOR WILDER TANKS
7472	1000 GALLON ABOVE GROUND TANK
7473	1000 GALLON ABOVE GROUND TANK
7475	1000 GALLON ABOVE GROUND TANK
7476	GARDNER DENVER ASKA9D BARE AIR COMP
7477	550 GALLON ABOVE GROUND TANK
7478	BOBCAT 225G WELDER
7479	FREON RECOVERY SYSTEM
8110	LIGHTING PLANT

8111	50000# DYNAMOMETER		
8120	OIL WATER SEPARATOR		
11W	BLUE CHARGER WELDER		
15W	BIG BLUE 4000 WELDER		
21W	BLUE CHARGER WELDER		
22W	MILLER DIESLE WELDER		
23W	MILLER BIG 40 WELDER		
24W	DIESEL WELDER		
26W	SA200-F-163 WELDER		
27W	SA200-F-163 WELDER		
C2	AIR COMPRESSOR		
C3	AIR COMPRESSOR		
C4	GD AIR COMPRESSOR		
CA12	INGERSOL RAND COMPRESSOR		
DP97-05	CELLUAR MICRO PHONE SAM ARNSPER	GER	
H01A	CHAMPION US-6002-1RT PARTS		9881136
H07A	ELKOM SYSTEM		
H09A	ELKOM SYSTEM		
H09B	ELKOM SYSTEM		
H10A	ELKOM SYSTEM		
H18A	CHAMPION HOIST ACCESSORIES		
H999	5 HOIST COMMUNICATIONS SYSTEMS		
OT2	40' OFFICE TRAILER		
OT3	40' OFFICE TRAILER		
OT5	OFFICE TRAILER		
OT6	48' OFFICE TRAILER		
490	ROME HARROW ATTACHMENT	1981	
40VT	VAN TRAILER		
41VT	VAN TRAILER		
42VT	VAN TRAILER		
43VT	VAN TRAILER		
7450	PARTS BINS FOR ORLANDO	1995	
7451	JOHN DEERE GATOR TRUCK	1998	
7453	PLASMA ARC WELDER	1996	

15' ALUMINUM JOHN BOAT

7456

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TRADEMARK REEL: 001932 FRAME: 0526

1997

	MACHINERY & EQUIPMENT		
502	MASSEY-FERG. 1085 TRACTOR	1975	9857632
526	MASSEY-FERG. 210 TRACTOR	1979	2754000292
	M&E ACCESSORIES		
X7000	LASER LEVEL & ACCESS		
X7008	PATH TRANSIT OPTICAL		
X7009	LEITZ TRIPOD & ADAPTOR		
X7010	INDICATOR LASER PLANE		
X7001	MSY-FERG DISC HARROW		

	MACHINERY & EQUIPMENT			
7052	750 TON DRY DOCK	1980	10/01/86	
7053	450 TON DRY DOCK	1970	12/01/86	
G7000	3-PONTOONS 10 X 8 X 50	1972	12/01/76	
GCM006	46' X 100' SPUD BARGE	1968	12/01/76	
GCM007	46' X 100' SPUD BARGE	1968	12/01/76	
GCM008	50' X 80'RENDRAG SECTIONALS	1979	09/01/79	
GCM009	50' X 100' SPUD BARGE	1970	12/01/76	
GCM010	50' X 135' SPUD BARGE	1976	05/01/76	
GCM011	50' X 110' SPUD BARGE	1976	10/01/76	
GCM014	27' X 135' DECK BARGE	1955	06/01/76	
GCM015	26' X 100' DECK BARGE	1953	11/01/76	
GCM016	50' X 110' SPUD BARGE	1977	06/01/77	
GCM018	27' X 135' DECK BARGE	1958	03/01/77	
GCM019	50' X 110' SPUD BARGE	1978	05/01/78	
GCM020	50' X 110' SPUD BARGE	1978	08/01/78	
GCM022	35' X 135' HOPPER BARGE	1962	08/01/78	
GCM023	35' X 195' HOPPER BARGE	1950	09/01/78	
GCM025	35' X 195' HOPPER BARGE	1970	05/01/92	
GCM026	35' X 195' HOPPER BARGE	1998	03/05/98	97-2177
GCM027	30' X 165' DECK BARGE	1979	05/01/79	
GCM028	35' X 195' HOPPER BARGE	1970	05/01/92	
GCM029	27' X 135' DECK BARGE	1958	10/01/79	
GCM030	50' X 110' SPUD BARGE	1980	07/01/80	
GCM031	50' X 110' SPUD BARGE	1980	08/01/80	
GCM032	50' X 110' SPUD BARGE	1981	03/01/81	
GCM033	45' X 80' SPUD BARGE	1953	07/01/80	
GCM034	35' X 195' HOPPER BARGE	1960	08/01/80	
GCM035	35' X 195' HOPPER BARGE	1960	10/01/80	
GCM036	35' X 195' HOPPER BARGE	1960	12/31/80	
GCM037	50' X 80'RENDRAG SECTIONALS	1979	06/01/93	
GCM038	35' X 195' HOPPER BARGE	1960	12/31/80	
GCM039	35' X 195' HOPPER BARGE	1960	12/31/80	
GCM040	35' X 195' HOPPER BARGE	1960	08/06/98	
GCM041	35' X 195' HOPPER BARGE	1960	08/06/98	
GCM043	35' X 195' HOPPER BARGE	1960	10/01/82	
GCM049	50' X 80'RENDRAG SECTIONALS	1979	10/01/92	
GCM052	35' X 195' HOPPER BARGE	1962	04/01/83	
GCM053	35' X 195' HOPPER BARGE	1962	04/01/83	
GCM055	35' X 195' HOPPER BARGE	1960	04/01/83	
GCM056	35' X 195' HOPPER BARGE	1960	04/01/83	
GCM057	35' X 195' HOPPER BARGE	1998	03/05/98	97-2178
GCM058	35' X 195' HOPPER BARGE	1960	04/01/83	
GCM059	35' X 195' HOPPER BARGE	1962	04/01/83	
GCM060	A FRAME BARGE	1965	10/01/84	
GCM061	26' X 100' DECK BARGE	1960	09/01/85	
GCM063	35' X 200' HOPPER BARGE	1970	02/01/86	
GCM064	45' X 120' SPUD BARGE	1975	06/12/92	
GCM065	34' X 100' DECK BARGE	1965	03/01/86	
GCM066	36' X 130' SPUD BARGE	1963	06/01/86	

GCM067		26' X 100' DECK BARGE	1953	09/01/86	
GCM069		35' X 195' HOPPER BARGE	1973	11/01/86	
GCM075		35' X 195' HOPPER BARGE	1966	02/01/87	
GCM076		35' X 195' HOPPER BARGE	1966	02/01/87	
GCM077		35' X 195' HOPPER BARGE	1966	02/01/87	
GCM078		35' X 195' HOPPER BARGE	1964	03/01/87	
GCM079		35' X 195' HOPPER BARGE	1964	03/01/87	
GCM082		35' X 195' HOPPER BARGE	1962	05/01/87	
GCM083		35' X 195' HOPPER BARGE	1965	05/01/87	
GCM084		35' X 195' HOPPER BARGE	1970	05/01/88	
GCM085		36' X 130' DECK BARGE	1958	03/01/89	
GCM087		35' X 195' HOPPER BARGE	1963	10/01/89	
GCM088		35' X 195' HOPPER BARGE	1972	10/01/89	
GCM093		35' X 195' HOPPER BARGE	1962	11/05/90	
GCM095		35' X 195' HOPPER BARGE	1966	02/11/92	
GCM096		35' X 195' HOPPER BARGE	1966	02/11/92	
GCM097		35' X 195' HOPPER BARGE	1970	03/09/92	
GCM098		35' X 195' HOPPER BARGE	1966	03/09/92	
GCM099		35' X 195' HOPPER BARGE	1970	05/01/92	
GCM100		35' X 195' HOPPER BARGE	1993	06/01/93	
GCM101		35' X 195' HOPPER BARGE	1993	06/01/93	
GCM102		52' X 110' SPUD BARGE	1993	09/01/93	
GCM103		35' X 195' HOPPER BARGE	1994	03/31/94	
GCM104		35' X 195' HOPPER BARGE	1994	03/31/94	
GCM105		52' X 110' SPUD BARGE	1994	08/01/94	
GCM106		35' X 195' HOPPER BARGE	1995	05/24/95	95-2200
GCM107		35' X 195' HOPPER BARGE	1995	05/24/95	95-2201
GCM108		35' X 195' HOPPER BARGE	1995	05/24/95	95-2202
GCM109		35' X 195' HOPPER BARGE	1995	05/24/95	95-2203
GCM7027		PONTOON BARGE		07/01/82	, v 2203
P109		27' X 8' ARMY SURPLUS BOAT	1940	06/01/93	73117
P110		27' X 8' ARMY SURPLUS BOAT	1940	01/31/95	68173
P111		COLT TOWBOAT	1993	10/01/96	WB147MIFI193
T010		WAYNE C. TOWBOAT 1200 HP	1981	03/01/97	636927
Tl		BEV-WAYNE TOWBOAT 800 HP	1966	12/01/76	000727
T2		GRIFFIN C. TOWBOAT 850 HP	1954	06/01/76	
T3		ANNA C. TOWBOAT 225 HP	1937	12/01/76	
T4		SENECA CHIEF TOWBOAT 1080 HP	1954	04/01/77	
T5		CHARLIE'S ANGEL TOWBOAT 220 HP	1979	10/01/84	
T6		WC HIGGINBOTHAM 6500 HP	1961	04/30/90	
T7		ROB C. TOWBOAT 450 HP	1970	01/01/88	
T9		BEVERLY C. TOWBOAT 850 HP	1955	02/01/90	
163T		464D TRACTOR	***	10/01/81	N/A
1539	743	BOBCAT 743B LOADER	1992	09/01/92	509318296
1589	753	BOBCAT 753 LOADER	1992	12/01/97	509318296
6240	950	CAT 950 WHEEL LOADER	1960	09/30/91	90A1864
55.13	760				, , , , , ,
		VEHICLES			
GCM50T		TRI-AXLE TAG ALONG TRAILER	1987	05/01/87	1H9T52033H1057155

	M&E ACCESSORIES		
44VT	HAZMAT TRAILER 7 X 16	07/27/92	
44VTW	HAZMAT TRAILER 7 X 16 HARDWARE	04/01/93	48B500G2XN1004318
G28W	LINCOLN DIESEL WELDER	12/01/89	
G29W	LINCOLN DIESEL WELDER	12/01/89	
G30W	LINCOLN DIESEL WELDER	12/01/89	
G7048	LINCOLN 200 AMP WLDR	03/01/86	
G7057	2-50' SPUDS	09/01/87	
G7412	MARINE WELDER	12/31/94	
G7412A	500 WATT SEARCH LIGHT	07/01/92	
G7413	4200SH SKIMMER HEAD & WAND	06/23/92	
G7500	DELUXE RECOVERY PACKAGE	05/01/97	
G7501	OUTBOARD MOTOR	05/01/97	
G7502	OUTBOARD MOTOR	05/01/97	
G7503	750' FLOTATION BOOM	09/01/95	
G7504	250' FLOTATION BOOM	03/30/92	
G7506	SPARE OUTBOARD MOTOR	03/01/97	
G7507	500 GALLON FUEL TANK	06/01/97	
G7508	500 GALLON FUEL TANK	06/01/96	
G7509	CLAM BUCKET	09/24/93	
G7510	2 1/2 YARD CLAM BUCKET	11/08/93	
GTLSH1	LSHD IMPRVMTS FOR GLENNA M	01/12/93	
GTLSH10	LSHD IMPRVMTS FOR PH - RADAR	10/01/98	
GTLSH11	LSHD IMPRVMTS FOR SK - RADAR	10/01/98	
GTLSH3	LSHD IMPRVMTS FOR STEVE KUHR	03/31/93	
GTLSH4	LSHD IMPRVMTS FOR STEVE KUHR	04/01/93	
GTLSH6	LSHD IMPRVMTS FOR PEGGY H	02/28/95	
GTLSH8	LSHD IMPRVMTS FOR CLIFF WEBSTER	06/01/97	
GTLSH9	LSHD IMPRVMTS FOR STEVE KUHR	08/01/98	
PW1	PRESSURE WASHER	11/26/90	
G7051	2-250 TON BLOCKS	04/01/86	
G7064	3 1/2 ERIE CLAMSHELL	10/01/89	
G7418	USED CLAMSHELL BUCKET	01/18/93	

CONFINED SPACE SAFETY PACKAGE

G7511

TRADEMARK REEL: 001932 FRAME: 0530

07/01/94

		MACHINERY & EQUIPMENT		
212	31 CU	CAT 637D SCRAPER	1980	27W1343
781	12 TON	MANITEX 1261 BOOM TRUCK	1996	27791
785	14 TON	MANITEX 1461 BOOM TRUCK	1997	30817
797	17 TON	MANITEX 1768 BOOM TRUCK	1997	32517
798	17 TON	MANITEX 1768 BOOM TRUCK	1999	41601
1049	2.7 CU	LIEBHERR LR631C LOADER	1998	124-1724
1050	2.7 CU	LIEBHERR LR631C LOADER	1998	124-1726
1051	2.7 CU	LIEBHERR LR631C LOADER	1998	124-1727
1052	2.7 CU	LIEBHERR LR631C LOADER	1998	124-1730
1500	.5 CU	GEHL 5625 SKID LOADER	1990	6793
1583	4.0 CU	FIAT ALLIS FR180.2 WHEEL LOADER	1997	R1800275
1584	5.0 CU	FIAT ALLIS FR220.2 WHEEL LOADER	1997	522445
1588	3.0 CU	FIAT ALLIS FR130 WHEEL LOADER	1997	542850
1601	9.0 CU	CAT 988B WHEEL LOADER	1989	50W75330
1602	9.0 CU	CAT 988B WHEEL LOADER	1988	50W08996
1603	9.0 CU	CAT 988B WHEEL LOADER	1988	50W06542
1604	7.0 CU	CAT 980C WHEEL LOADER	1989	63X08511
1605	3.0 CU	VOLVO MICHIGAN L90 WHEEL LOADER	1989	L90V60798
2080	70000#	LINKBELT 4300Q EXCAVATOR	1995	LE2I53962
2084	44000#	LINKBELT 2800Q EXCAVATOR	1995	E6153200
2106	115000#	LIEBHERR R954 EXCAVATOR	1996	494-0378
2110	55000#	LINKBELT 3400Q EXCAVATOR	1996	E7165081
2117	28000#	LINKBELT 2650Q EXCAVATOR	1996	E4165760
2118	34000#	LINKBELT 2700Q EXCAVATOR	1997	E5175761
2140	44000#	DAEWOO S220LCIII EXCAVATOR	1997	1664
2144	85000#	DAEWOO S400LCIII EXCAVATOR	1997	0216
2151	96000#	LINKBELT 5800Q EXCAVATOR	1997	LE3177167
2157	55000#	DAEWOO S280LCIII EXCAVATOR	1997	5374
2161	85000#	DAEWOO S400LCIII EXCAVATOR	1997	0211
2164	28000#	DAEWOO S130LCIII EXCAVATOR	1997	0321
2175	55000#	DAEWOO S280LCIII EXCAVATOR	1998	6637
2178	34000#	GRADALL XL2200 EXCAVATOR	1998	0229407
2179	55000#	DAEWOO S280LCIII EXCAVATOR	1998	6787
2181	70000#	DAEWOO S330LCIII EXCAVATOR	1998	456
2182	70000#	DAEWOO S330LCIII EXCAVATOR	1998	450
2193	44000#	LINKBELT 2800Q EXCAVATOR	1999	E6192054
2194	44000#	LINKBELT 2800Q EXCAVATOR	1999	E6192055
2195	55000#	LINKBELT 3400Q EXCAVATOR	1999	E7192056
2196	55000#	LINKBELT 3400Q EXCAVATOR	1999	E7192057
2197	70000#	LINKBELT 4300Q EXCAVATOR	1999	LE2I92058
2198	70000#	LINKBELT 4300Q EXCAVATOR	1999	LE2192059
2526	43000#	DAEWOO DH200W-3 EXCAVATOR	1996	63
2534	43000#	LIEBHERR A912 EXCAVATOR	1994	419-2420
2535	28000#	GRADALL G3WD EXCAVATOR	1997	0136359
2539	43000#	DAEWOO DH200W-3 EXCAVATOR	1998	892
2540	28000#	GRADALL G3WD EXCAVATOR	1998	131365
3037	75 HP	CAT D3CIIIXL DOZER	1993	6SL00373

3049	165 HP	FIAT ALLIS FD175 DOZER	1996	61479
3059	165 HP	FIAT ALLIS FD175 DOZER	1996	61517
4040	14000#	FIAT ALLIS 65C MOTOR GRADER	1997	85S05265
4601	SMTH 48"	BOMAG VIBRATORY PLATE COMPACTOR	1994	101690003427
4635	72000#	CAT 825C COMPACTOR	1994	86X01094
4636	SMTH 66"	HAMM 2320D ROLLER	1997	38874
4641	SMTH 48"	ROSCO ROLLPAC ROLLER	1997	35058
4643	SMTH 84"	BOMAG BW213DH3 ROLLER	1998	109580270205V
4644	SMTH 48"	HAMM HD12 ROLLER	1998	40472
4646	SMTH 66"	HAMM 2320D ROLLER	1997	41178
4670	PAD 66"	BOMAG BW172PD-2 ROLLER	1999	109520120777
4671	PAD 84"	BOMAG BW213PD3 ROLLER	1999	101580240128
4672	PAD 84"	BOMAG BW213PD3 ROLLER	1999	101580240129
4675	SMTH 48"	GALION SMOOTH ROLLER	1982	60215
5086	96"	ROSCO RB48 SWEEPER	1997	35373
5096	96"	ROSCO RB48 SWEEPER	1998	35618
5962	SMTH 48"	ROSCO STAPAC ROLLER	1997	34903
6260		10' SCREED W/3' EXTENSION	NONE	NONE
9041	18000#	CAT 416B BACKHOE	1994	8ZK01896
9100	18000#	CAT 416B BACKHOE	1996	SG807280
B157	HAMMER	RAMMER S83 HAMMER	1994	83A024070/A01
B158	HAMMER	RAMMER S55 HAMMER	1993	55A02057/A01
B160	HAMMER	RAMMER E68 HAMMER	1995	68A02187/A01
779	18 TON	MANITEX 1870 BOOM TRUCK	1995	23105
787	17 TON	MANITEX 1768 BOOM TRUCK	1997	32518
791	17 TON	MANITEX 1768 BOOM TRUCK	1997	32606
232	31 CU	CAT 637D SCRAPER	1980	27W1451
233	31 CU	CAT 637D SCRAPER	1980	27W1485
237	31 C U	CAT 637D SCRAPER	1980	27W1428
238	31 CU	CAT 637D SCRAPER	1980	27W1443
503	AGRI	CAT 85C CHALLENGER TRACTOR	1996	9TK01677
1020	3.8 CY	LIEBHERR LR641 LOADER	1994	239-0297
1029	2.7 CU	LIEBHERR LR631C LOADER	1995	124-1562
1031	2.7 CU	LIEBHERR LR631C LOADER	1995	124-1578
1039	3.8 CY	LIEBHERR LR641 LOADER	1996	239-0321
1042	2.7 CU	LIEBHERR LR631C LOADER	1996	124-1621
1043	2.7 CU	LIEBHERR LR631C LOADER	1996	124-1631
1045	3.8 CY	LIEBHERR LR641 LOADER	1 997	239-1501
1046	2.7 CU	LIEBHERR LR631C LOADER	1997	124-1680
1047	3.8 CY	LIEBHERR LR641 LOADER	1997	239-1503
1055	2.7 CU	LIEBHERR LR632 LOADER	1998	393-2042
1540	.5 CU	BOBCAT 853P LOADER	1992	501250196
1554	.5 CU	BOBCAT 853P LOADER	1994	512811220
1570	.5 CU	BOBCAT 853 LOADER	1995	512818793
1577	5.0 CU	FIAT ALLIS FR220.2 WHEEL LOADER	1996	522217
1580	9.0 CU	CAT 988FII WHEEL LOADER	1996	2ZR00349
1581	9.0 CU	CAT 988FII WHEEL LOADER	1997	2ZR00542
1582	2.3 CU	FIAT ALLIS FR100 WHEEL LOADER	1997	720445

1585	7.0 CU	CAT 980G WHEEL LOADER	1997	2KR01442
1 58 6	5.0 CU	FIAT ALLIS FR220 WHEEL LOADER	1997	523130
1591	7.0 CU	CAT 980G WHEEL LOADER	1998	2SR00473
1596	7.0 CU	CAT 980G WHEEL LOADER	1999	2KR02547
1597	7.0 CU	CAT 980G WHEEL LOADER	1999	2KR02548
1598	5.0 C U	CAT 966FII WHEEL LOADER	1999	1SL02800
1599	9.0 CU	CAT 988FII WHEEL LOADER	1999	2ZR00151
1600	9.0 CU	CAT 988FIISMS WHEEL LOADER	1999	ZR201742
1606	2.3 CU	CAT IT28G TOOL CARRIER	1999	8CR01278
2053	155000#	LIEBHERR R974 EXCAVATOR	1994	297-0671
2061	55000#	GRADALL XL5200 EXCAVATOR	1994	0523107
2094	34000#	LINKBELT 2700Q EXCAVATOR	1995	E5153925
2097	55000#	LINKBELT 3400Q EXCAVATOR	1995	E7I54182
2098	55000#	GRADALL XL5200 EXCAVATOR	1995	0529112
2103	44000#	LINKBELT 2800Q EXCAVATOR	1995	E6164603
2104	55000#	LINKBELT 3400Q EXCAVATOR	1995	E7154667
2113	96000#	LINKBELT 5800Q EXCAVATOR	1996	E3165274
2114	96000#	LINKBELT 5800Q EXCAVATOR	1996	LE3I65273
2122	28000#	DAEWOO S130LCIII EXCAVATOR	1996	84
2124	44000#	DAEWOO S220LCIII EXCAVATOR	1996	892
2126	55000#	DAEWOO S280LCIII EXCAVATOR	1996	5061
2127	85000#	DAEWOO S400LCIII EXCAVATOR	1996	0061
2128	85000#	DAEWOO S400LCIII EXCAVATOR	1996	0070
2131	55000#	GRADALL XL5200 EXCAVATOR	1996	0524120
2132	28000#	LINKBELT 2650Q EXCAVATOR	1997	E4176227
2133	55000#	LINKBELT 3400Q EXCAVATOR	1996	E7166226
2135	70000#	LINKBELT 4300Q EXCAVATOR	1996	LE2166300
2142	55000#	DAEWOO S280LCIII EXCAVATOR	1997	6342
2148	34000#	LINKBELT 2700Q EXCAVATOR	1997	E5177162
2152	96000#	LINKBELT 5800Q EXCAVATOR	1997	E6I78214
2158	70000#	DAEWOO S330LCIII EXCAVATOR	1997	0090
2159	85000#	DAEWOO S400LCIII EXCAVATOR	1997	206
2160	85000#	DAEWOO S400LCIII EXCAVATOR	1997	207
2162	85000#	DAEWOO S400LCIII EXCAVATOR	1997	0213
2163	28000#	DAEWOO S130LCIII EXCAVATOR	1997	0227
2166	55000#	DAEWOO S280LCIII EXCAVATOR	1997	6342
2167	55000#	LIEBHERR R932HDSL EXCAVATOR	1997	572-4088
2168	55000#	LINKBELT 3400Q EXCAVATOR	1997	E7177789
2169	28000#	LINKBELT 2650Q EXCAVATOR	1997	E4177948
2170	44000#	LINKBELT 2800Q EXCAVATOR	1997	E6178214
2171	190000#	LIEBHERR R974B EXCAVATOR	1998	585-1124
2176	55000#	LIEBHERR R932HDSL EXCAVATOR	1998	572-4257
2177	155000#	LIEBHERR R964HD EXCAVATOR	1998	625-5045
2180	55000#	DAEWOO S280LCIII EXCAVATOR	1998	6788
2185	210000#	LIEBHERR R984B EXCAVATOR	1998	409-2002
2190	155000#	LIEBHERR R964B EXCAVATOR	1998	625-5015
2192	96000#	LINKBELT 5800Q EXCAVATOR	1999	LE3192053
2531	43000#	DAEWOO DH200W-3 EXCAVATOR	1997	94
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2533	43000#	DAEWOO DH200W-3 EXCAVATOR	1996	138
3031	285 HP	CAT D8N DOZER	1994	5TJ1289
3032	285 HP	CAT D8N DOZER	1994	5TJ1841
3035	183 HP	LIEBHERR PR732M DOZER	1994	351-2514
3039	285 HP	CAT D8N DOZER	1991	9TC05426
3051	285 HP	CAT D8R DOZER	1996	7XM00416
3053	183 HP	LIEBHERR PR732M DOZER	1996	351-2665
3054	75 HP	CAT D3CIIIXL DOZER	1996	6SL01624
3055	165 HP	FIAT ALLIS FD175 DOZER	1996	61576
3056	183 HP	LIEBHERR PR732B-M DOZER	1996	351-2507
3057	285 HP	CAT D8R DOZER	1996	7XM00789
3058	75 HP	CAT D3CIIIXL DOZER	1996	6SL01526
3062	570 HP	CAT D10R DOZER & RIPPER	1997	3KR00678
3064	285 HP	CAT D8R DOZER	1997	7XM01806
3065	285 HP	CAT D8R DOZER & RIPPER	1997	7XM02071
3066	110 HP	CAT D5MPS DOZER	1998	5ES00374
3067	110 HP	CAT D5MPS DOZER	1998	6GN00902
3068	140 HP	CAT D6MXL DOZER	1998	3WN01136
3069	140 HP	CAT D6MXL DOZER	1998	3WN00933
3070	175 HP	CAT D6RXL DOZER	1998	9BM00558
3071	175 HP	CAT D6RXL DOZER	1998	9BM00603
3073	175 HP	CAT D6RXL DOZER	1998	5LN01374
3074	175 HP	CAT D6RXL DOZER	1998	5LN01329
3075	285 HP	CAT D8R DOZER	1998	7XM02860
3076	285 HP	CAT D8R DOZER	1998	7XM02954
3080	175 HP	CAT D6RLGP DOZER	1998	9PN01012
3081	285 HP	CAT D8R DOZER	1999	7XM03822
3511	31 CU	CAT 637EII SCRAPER	1993	1FB00563
3512	31 CU	CAT 637EII SCRAPER	1993	1FB00564
3513	31 CU	CAT 637EII SCRAPER	1994	1FB00605
3514	31 CU	CAT 637EII SCRAPER	1995	1FB00660
3515	31 CU	CAT 637EII SCRAPER	1996	1FB00681
4013	40000#	CAT 14G MOTOR GRADER	1994	96U09185
4022	40000#	CAT 14G MOTOR GRADER	1995	96U09553
4044	40000#	CAT 14H MOTOR GRADER	1998	7WJ00494
4590	72000#	CAT 825C COMPACTOR	1991	86X00983
4591	44000#	CAT 815B COMPACTOR	1993	17Z01424
4618	44000#	CAT 815B COMPACTOR	1994	17Z01647
4620	PAD 66"	HAMM 3012DS ROLLER	1996	38723
4627	72000#	CAT 825G COMPACTOR	1996	6RN00267
4629	SMTH 84"	HAMM 5011D ROLLER	1996	38468
4637	PAD 66"	HAMM 3012DS ROLLER	1997	38874
4638	PAD 84"	HAMM 2422DS ROLLER	1997	40432
4640	SMTH 84"	BOMAG BW213D-DH2 ROLLER	1997	109400890163U
4647	SMTH 84"	HAMM 2420D ROLLER	1998	41048
4651	SMTH 48"	ROSCO STAPAC ROLLER	1997	35160
4655	SMTH 48"	ROSCO ROLLPAC ROLLER	1998	35318
4656	44000#	CAT 815F COMPACTOR	1998	1GN00523

8112		HEAVY DUTY WIRE ROPE SPOOLER	1995	
8110		MK150 SWAGE PRESS	1991	
		M&E ACCESSORIES		
16A	TA	TALBERT THIRD AXLE	1988	7748
626	F450	FORD F450 SERVICE TRUCK	1991	2FDLF47M8MCA13181
625	F700	FORD F700 SERVICE TRUCK	1991	1FDNK74P8MVA00476
624	F450	FORD F450 FLATBED	1990	2FDLF47M7LCB12461
623	F450	FORD F450 FLATBED	19 9 0	2FDLF47M5LCB04097
621	F700	FORD F700 SERVICE TRUCK	1991	1FDNK74P5MVA00743
619	F450	FORD F450 FLATBED	1988	2FDLF47M1JCA78708
612	F250	FORD F250 SERVICE TRUCK	1988	1FTHX25MXJKA23457
605	F700	FORD F700 SERVICE TRUCK	1990	1FDNK74P6LVA35242
604	F700	FORD F700 SERVICE TRUCK	1990	1FDNK74P8LVA35243
603	F700	FORD F700 SERVICE TRUCK	1990	1FDNK74P1LVA34435
602	F700	FORD F700 SERVICE TRUCK	1990	1FDNK74P0LVA14824
601	F700	FORD F700 SERVICE TRUCK	1990	1FDNK74P9LVA02641
(01	F700	VEHICLES FORD F700 SERVICE TRUCK	1000	1EDNIZ 4001 374 007 41
		VEUICI ES		
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B193	SAW	SUPERGRIP 420 GRAPPLE SAW	1995	28208
B172	HAMMER	RAMMER S56 HAMMER	1997	56AAA0013
B155	HAMMER	RAMMER S83 HAMMER	1996	56495
B127	HAMMER	RAMMER S83 HAMMER	1998	83BBA0052
B126	HAMMER	RAMMER S83 HAMMER	1998	83BBA0059
B045	HAMMER	RAMMER S26 HAMMER	1 9 91	26B010061/B01
B042	HAMMER	RAMMER S26N HAMMER	1996	26BBA0073
5095	96"	ROSCO RB48 SWEEPER	1998	35681
5094	96"	ROSCO RB48 SWEEPER	1998	35686
5092	96"	ROSCO RB48 SWEEPER	1998	35768
5090	96"	ROSCO RB48 SWEEPER	1998	35602
5089	96"	ROSCO RB48 SWEEPER	1998	35601
4674	PAD 84"	HAMM 2422DS ROLLER	1 9 99	42362
4673	PAD 66"	HAMM 2322DS ROLLER	1999	42038
4669	400 HP	HAMM RACO250 STABILIZER	1996	1204
4668	PAD 84"	BOMAG BW213PDH3 ROLLER	1998	101580240118
4667	PAD 84"	HAMM 4012DSB ROLLER	1998	40741
466 6	SMTH 84"	HAMM 4011DTC ROLLER	1998	41629
4665	PAD 66"	HAMM 3012DS ROLLER	1998	41431
4664	SMTH 66"	HAMM 3011D ROLLER	1998	40037
4663	SMTH 66"	HAMM 2320D ROLLER	1998	41715
4661	SMTH 48"	BOMAG BW120AD3 ROLLER	1998	101170512778
4658	72000#	CAT 825G COMPACTOR	1998	6RN00308
4657	SMTH 84"	BOMAG BW212D ROLLER	1998	101400281237

CR1		REEL O MATIC CABLE SPOOLER	1989	
EQ7002		HOSE MAKING MACHINE	1909	
EQ7002 EQ7003		WIRE ROPE CERTIFICATION TESTER	1996	
EQ7003 EQ7004		STEAM POWER WASHER	1998	
EQ7004 EQ7005		PARTS WASHER	1998	
EQ7005 EQ7006		OIL/WATER SEPARATOR	1997	
EQ7007		HYDRAULIC FLOW METER	1995	
EQ7007 EQ7008		ANTI-FREEZE RECYCLING STATION	1995	
EQ7000 EQ7009		PARTS WASHER FOR SERVICE AREA	1993	
EQ7010		9000KW GENERATOR	1993	
EQ7010		IMPACT TOOL	1996	
EQ7011		200LE AC/DC WELDER	1991	
EQ7013		1000 GAL ABOVE GRND TANK	1991	
EQ7014		P54 SPRAY CLEANING MACH	1991	
EQ7015		POWERTEST DYNOMETER	1990	
EQ7016		STEAMER	1990	
490		SWEEPSTER BROOM	1991	
491		ESCO TOOLBOX RIPPER	1991	
494		FIAT ALLIS FRIOB LOADER BUCKET	1992	
496	вкт	TRASH GRAPPLE BUCKET	1997	20287
497		BOOM EXTENSION FOR GRADALL XL5200	1995	
499		BOBCAT 72" SWEEPER	1995	4354010190
4401	DSK	ROME TRCH20 DISK	1996	10TRCH151R
4402		PUSH BLOCK FOR D8N	1995	NONE
4448		SKYHOOK	1990	N/A
4452		LIEBHERR 974 7' ADD A BOOT	1996	LIE329B
4456		MANBASKET FOR BOOM TRUCK	1994	
4458		SCARIFIER FOR 65B GRADER	1990	65B
4464		MISCELLANEOUS EQUIPMENT	1990	
4465		50' BOOM EXTENSION FOR GRADALL XL5200	1990	
4467		ROOT RAKE FOR FD175	1999	
4468		ROOT RAKE FOR CTD8N	1994	
7105		LASERPLANE CONT. SYS	1972	
7357		LIEBHERR EXC.BUCKET, 41*(974)	1987	NL
7 387		G.P. BUCKET, 4 YARD	1988	
7398		HEADACHE/WRECKING BALL	1990	
7399		2 CR SCREED EXTENSIONS	1992	
204B	B3500	BOBCAT 3500 BREAKER ATT.	1989	247
206B	B6000	BOBCAT 60" GRAPPLE ATTACHMENT	1990	723
217A	D155	KOMATSU RIPPER ATTACHMENT	1980	BLP2119A
2537A		RAMMER ATTACH FOR CAT 416C BACKHOE	1998	
3006A		WINCH FOR FD9 DOZER	1990	
5845A	FR180BKT	FIAT ALLIS FR180 BUCKET	1996	N/A
815A		RAKE ATTACHMENT (PR741)	1 98 9	
B005		ESCO BKT W/RIP, 1 1/8 YD	1987	
B007		PEMBERTON 60" DIRT BUCKET	1997	
B008		PEMBERTON 60" DITCH BUCKET	1997	
B016		LIEBHERR 89" DIRT BKT FOR 964HD	1997	

B024		30" BUCKET FOR LS3400CII	1993	
B028		36" BUCKET FOR 4300Q	1998	
B 033		ESCO 45" ROCK BKT FOR 974B	1998	
B051		ESCO 35" BUCKET	1996	
B052		GEITH 48" DIRT BUCKET	1996	
B056		ESCO 24" HDP BUCKET	1979	
B058		58" DIRT BUCKET FOR \$400LCIII	1997	
B 060		ESCO 24" DIRT BUCKET FOR 2800Q	1998	
B067		LIEBHERR 73" R964HD BUCKET	1999	
B073		ESCO 66" DIRT BKT FOR 5800Q	1998	
B074		BUCKET FOR LINKBELT LS3400 EX	1990	D210-715
B075		ESCO 35" SHDC BUCKET	1990	
B077	48"	ESCO 30" HDP BUCKET FOR 3400Q	1996	N/A
B081		LIEBHERR 33" BUCKET FOR A912	1999	· _
B082		LIEBHERR 49" DIRT BUCKET	1998	LIE334
B086		A912/60" 1 YD DITCH BKT	1990	
B087		35" ROCK BUCKET FOR SK300/400	1993	
B087A		DIRT BUCKET, 60" (6620)	1990	
B091		ESCO 42" HDP BUCKET FOR 2800Q	1999	
B095		60" BUCKET FOR R974	1996	56495
B099	36"	ESCO 36" HDP BUCKET FOR 2800Q	1996	N/A
B100		WERK BRAU 24" GP BUCKET	1995	
B108		GRADALL XL5200 LONG REACH	1996	
B111		LIEBHERR 974 20' ADD A STICK	1996	LIE334
B112		20' ADD-A-STICK FOR R974	1996	
B114		48" BUCKET FOR R974	1996	
B119		48" BUCKET FOR R974 AAS	1996	
B121		BUCKET, 37" (6612-7)	1991	
B123		48" DIRT BUCKET FOR \$400LCIII	1997	
B125		DIRT BUCKET FOR SK120	1994	
B128		ROCK BUCKET FOR 5800Q	1994	
B132		FORKS FOR FR100	1995	
B137		DIRT BUCKET FOR LS2700	1994	
B152		DIRT BUCKET FOR LS2700	1994	
B156		35" ROCK BUCKET FOR LS4300	1994	
B1564		GP BUCKET FOR FR100	1994	
B161		66" DITCH BUCKET FOR G3WD	1994	
B162		66" DITCH BUCKET FOR G3WD	1996	
B163		48" BUCKET FOR XL5200	1994	
B164		GRADALL 66" DITCH BUCKET	1998	
B165	66"	GRADALL 66" HDP BUCKET	1 99 6	N/A
B168	Q2800	ESCO 24" HDP BUCKET	1995	RH47407
B170	66"	GRADALL 66" HDP BUCKET FOR XL5200	1997	N/A
B174		48" ESCO HDP BUCKET FOR 4300Q	1995	
B176		ESCO 24" HDP BUCKET FOR 2700Q	1995	
B181		BUCK 18" BUCKET FOR \$130LCIII	1997	
B185		42" 1.38YD BUCKET FOR FX250	1995	
B186		ESCO BUCKET FOR 3400Q	1998	

B187		ESCO 36" HDP BUCKET FOR 2560Q	1995	
B188		ESCO 30" SHDC BUCKET FOR 3400Q	1995	
B189		ESCO 32" SHDC BUCKET FOR 3400Q	1995	
B190		PEMBERTON EGR400 GRAPPLE	1999	
B197	Q2800	ESCO 24" HDP BUCKET	1995	E6152485
B200		GEITH 24" BUCKET	1998	
B203		GEITH 48" BUCKET	1997	
B207		GEITH 36" DIRT BUCKET	1996	
B220		ESCO 35" SHDP BUCKET S400	1997	
B222		ROCKLAND BT-H THUMB	1997	
B223		ESCO 35" ROCK BKT FOR S400LCIII	1998	
B224		GEITH GRAPPLE FOR DH S280LCIII	1997	
B225		GEITH GRAPPLE FOR DH S400LCIII	1997	
B227		TAMROCK RP50 TAMP	1999	
B230		GEITH GRAPPLE FOR DH S280LCIII	1998	
B238		GEITH 24" BUCKET	1998	
B999		ESCO BUCKET FOR 3400Q	1998	
BC23	TRENCH	BOBCAT TRENCHER ATTACHMENT	1994	11768
BC39	ROCKHND	BOBCAT ROCKHOUND ATTACHMENT	1994	12045
BCT1		BOBCAT WHEEL TRACKS	1994	
BL932		USED LONG REACH ATTACH FOR 932	1999	
EQ7001		HOSE ASS. SYSTEM	1987	

UNIT#	CLASS	DESCRIPTION	YEAR	NUMBER
		MACHINERY & EQUIPMENT		
MM01		ROBERT M. TOWBOAT 850 HP	1977	
MM02		KEVIN M. TOWBOAT 520 HP	1974	
MM03		DISCOVERY TOWBOAT 215 HP	1967	
MM04		25' X 100'CRANE BARGE	1970	
MM05	23 TON	AMERICAN CRANE 23 TON	1955	
MM06		PONTOON 2	1973	
MM07		PONTOON 1	1972	
		•		
		M&E ACCESSORIES		
MM21		303 HOBART WELDER		
MM22		OIL STORAGE TANK		
MM23		FLOATING STORAGE SHED		
MM41		NEW MILLER WELDER		
MM44		HYD. PIPE BENDER		