

10-29-02

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

10-29-2002



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

- Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year
- Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

- Mark if additional names of receiving parties attached

- Name
- DBA/AKA/TA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

10/30/2002 GTOM11 00000032 76308780

FOR OFFICE USE ONLY

01 FC:8521 40.00 OP
02 FC:8522 250.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 2606 FRAME: 0009

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1) **RETURN TO:**

Address (line 2) **FEDERAL RESEARCH CORP**

Address (line 3) **400 SEVENTH STREET NW**

Address (line 3) **SUITE 101**

Address (line 4) **WASHINGTON DC 20004**

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="See Exhibit A"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="See Exhibit A"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Andrea Serdiuk

10/24/02

Name of Person Signing

Signature

Date Signed

EXHIBIT A

EMCOR Group, Inc. – Schedule of All Trademarks

TMARK	STATUS	APPNO	REGNO	FILE	REG	OWNER
FACILITIES EDGE	PENDING	76/308,780		9/ 4/2001		EMCOR Group, Inc.
EFS - FACILITIES	PENDING	76/296,814		8/ 8/2001		EMCOR Group, Inc.
KNOWLEDGE IN	PENDING	76/197,324		1/19/2001		EMCOR Group, Inc.
FE (stylized)	PENDING	76/297,396		8/ 8/2001		EMCOR Group, Inc.
EFS	ALLOWED	76/123,985		9/ 7/2000		EMCOR Group, Inc.
EMCOR & Design	REGISTERED	75/895,899	2,562,923	1/12/2000	4/23/2002	EMCOR Group, Inc.
FACILITIES SERVICES	PENDING	76/296,634		8/ 8/2001		EMCOR Group, Inc.
THE POWER OF E	PENDING	76/297,043		8/ 8/2001		EMCOR Group, Inc.
EVOLUTION OF	PENDING	76/036,532		4/24/2000		EMCOR Group, Inc.
EMCOR SERVICE	REGISTERED	75/895,801	2,575,099	1/12/2000	6/ 4/2002	EMCOR Group, Inc.
Design	REGISTERED	76/197,550	2,563,476	1/19/2001	4/23/2002	EMCOR Group, Inc.

SECURITY AGREEMENT

This Security Agreement (the "*Agreement*") is dated as of September 26, 2002, by and among the parties executing this Agreement under the heading "Debtors" on the signature pages hereto (such parties, along with any parties who execute and deliver to the Agent an agreement in the form attached hereto as Schedule G, being hereinafter referred to collectively as the "*Debtors*" and individually as a "*Debtor*") and Harris Trust and Savings Bank, an Illinois banking corporation ("*Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as agent hereunder for the Secured Creditors hereinafter identified and defined (Harris acting as such agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the "*Agent*");

WITNESSETH THAT:

WHEREAS, EMCOR Group, Inc., a Delaware corporation (the "*Company*"), EMCOR Drake & Scull Group plc, a United Kingdom public limited company ("*Drake & Scull*"), Comstock Canada, Ltd., a Canadian corporation ("*Comstock*"), (the Company, Drake & Scull, and Comstock being hereinafter referred to collectively as the "*Borrowers*") and Harris, individually and as agent, have entered into a Credit Agreement dated as of September 26, 2002 (such Credit Agreement, as the same may be amended, modified or restated from time to time, being hereinafter referred to as the "*Credit Agreement*"), pursuant to which Harris and the other lenders from time to time party to the Credit Agreement (Harris, in its individual capacity, and such other lenders which are now or which from time to time hereafter become party to the Credit Agreement being hereinafter referred to collectively as the "*Lenders*" and individually as a "*Lender*") have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrowers;

WHEREAS, as a condition precedent to extending credit or otherwise making financial accommodations available to the Borrowers under the Credit Agreement, the Lenders have required, among other things, that each Debtor grant to the Agent for the benefit of the Lenders a lien on and security interest in certain personal property of such Debtor pursuant to this Agreement;

WHEREAS, the Borrowers and the other Debtors may from time to time enter into one or more agreements with respect to interest rate exchange, swap, cap, collar, floor or other similar agreements and one or more foreign currency contracts, currency swap contracts or other similar agreements with one or more of the Lenders, or their affiliates, for the purpose of hedging or otherwise protecting against interest rate and foreign currency exposure (the liability of the Borrowers and the other Debtors in respect of such interest rate and foreign currency hedging agreements being hereinafter referred to as "*Hedging Liability*") (the Agent and the Lenders, together with any affiliates of the Lenders, to whom any Hedging Liability is owed, being hereinafter referred to collectively as the "*Secured Creditors*" and individually as a "*Secured Creditor*").

WHEREAS, the Company owns, directly or indirectly, all or substantially all of the equity interests in each Debtor (other than the Company), and the Borrowers provide each Debtor with

financial, management, administrative, and technical support which enables such Debtor to conduct its business in an orderly and efficient manner in the ordinary course;

WHEREAS, each Debtor will benefit, directly and indirectly, from credit and other financial accommodations extended by the Secured Creditors to the Borrowers;

NOW, THEREFORE, for and in consideration of the execution and delivery by the Lenders of the Credit Agreement, and other good and valuable consideration, receipt whereof is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Terms Defined in Credit Agreement. All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Credit Agreement. The term "Debtor" and "Debtors" as used herein shall mean and include the Debtors collectively and also each individually, with all grants, representations, warranties and covenants of and by the Debtors, or any of them, herein contained to constitute joint and several grants, representations, warranties and covenants of and by the Debtors; *provided, however*, that unless the context in which the same is used shall otherwise require, any grant, representation, warranty or covenant contained herein related to the Collateral shall be made by each Debtor only with respect to the Collateral owned by it or represented by such Debtor as owned by it.

Section 2. Grant of Security Interest in the Collateral; Obligations Secured.

(a) Each Debtor hereby grants to the Agent for the benefit of the Secured Creditors a lien on and security interest in, and right of set-off against, and acknowledges and agrees that the Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in, and right of set-off against, all right, title and interest of such Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to all personal property and fixtures of such Debtor, including all of the following:

- (a) Accounts (including Health-Care-Insurance Receivables, if any);
- (b) Chattel Paper;
- (c) Instruments (including Promissory Notes);
- (d) Documents;
- (e) General Intangibles (including Payment Intangibles and Software);
- (f) Letter-of-Credit Rights;
- (g) Supporting Obligations;
- (h) Deposit Accounts;

(i) Investment Property (including certificated and uncertificated Securities, Securities Accounts, Security Entitlements, Commodity Accounts, and Commodity Contracts);

(j) Inventory;

(k) Equipment (including all software, whether or not the same constitutes embedded software, used in the operation thereof);

(l) Fixtures;

(m) Commercial Tort Claims (as described on Schedule E attached hereto or on one or more supplements to this Agreement);

(n) all rights to merchandise and other Goods (including rights to returned or repossessed Goods and rights of stoppage in transit) which is represented by, arises from, or relates to any of the foregoing;

(o) all personal property and interests in personal property of such Debtor of any kind or description now held by the Agent or at any time hereafter transferred or delivered to, or coming into the possession, custody, or control of, the Agent, or any agent or affiliate of the Agent, whether expressly as collateral security or for any other purpose (whether for safekeeping, custody, collection or otherwise), and all dividends and distributions on or other rights in connection with any such property;

(p) all supporting evidence and documents relating to any of the above-described property, including, without limitation, computer programs, disks, tapes and related electronic data processing media, and all rights of such Debtor to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes, and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers, and cabinets in which the same are reflected or maintained;

(q) all Accessions and additions to, and substitutions and replacements of, any and all of the foregoing; and

(r) all Proceeds and products of the foregoing, and all insurance of the foregoing and proceeds thereof;

(all of the foregoing being herein referred to as the "*Collateral*"); *provided, however*, that: (i) no lien is granted on any asset subject to a lien permitted by clause (e), (i), (j), (k) or (l) (as to liens on fixed assets only) or (m) or (n) (insofar as (n) relates to the extension, renewal or replacement of a lien permitted by subsections of Section 7.11 of the Credit Agreement identified in this clause) or (o) of the Credit Agreement, (ii) no lien is granted on the capital stock of any Unrestricted Subsidiary or on the capital stock or assets of any Designated Foreign Restricted

Subsidiary; (iii) no lien is granted on real property unless and until the Required Lenders so require; (iv) no lien is granted on any contract, license, permit or franchise that validly prohibits the creation, attachment, or perfection of a security interest in favor of the Agent in such contract, license, permit or franchise (or in any rights or property obtained by such Debtor under such contract, license, permit or franchise); (v) no lien is granted on any rights or property to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest therein; (vi) no lien is granted on any rights or property to the extent that such rights or property secure purchase money financing therefor permitted by the Credit Agreement and the agreements providing such purchase money financing prohibit the creation of a further security interest therein; (vii) liens granted may be subject and subordinate to liens permitted by clauses (a), (b), (c), (e), (f), (g), (h), (j), (k), (n), (o), (p) and (q) of Section 7.11 of the Credit Agreement; (viii) liens need not be perfected on notes receivable having a fair value of less than \$1,000,000 in any instance and \$5,000,000 in the aggregate or on bonds or notes of the City of New York pledged to the City of New York in lieu of retainage; and (ix) liens need not be perfected by possession or control (but may be perfected by the filing of a financing statement) on equity securities (other than capital stock of Restricted Subsidiaries required to be pledged by the other provisions of the Credit Agreement) having a fair value of less than \$1,000,000 in any instance and \$5,000,000 in the aggregate; but, *provided further*, that (A) notwithstanding anything set forth above to the contrary, to the extent not prohibited by law, the Agent has and shall at all times have a security interest in all rights to payments of money due or to become due under any such contract, contract right, or similar general intangible and all other proceeds thereof and (B) if and when the prohibition which prevents the granting of a security interest in any such Property is removed, terminated or otherwise becomes unenforceable as a matter of law, the Agent will be deemed to have, and at all times to have had, a security interest in such Property and the Collateral will be deemed to include, and at all times to have included, such Property. All terms which are used herein which are defined in the Uniform Commercial Code of the State of Illinois as in effect from time to time ("*UCC*") shall have the same meanings herein as such terms are defined in the UCC, unless this Agreement shall otherwise specifically provide. For purposes of this Agreement, the term "*Receivables*" means all rights to the payment of a monetary obligation, whether or not earned by performance, and whether evidenced by an Account, Chattel Paper, Instrument, General Intangible or otherwise.

(b) This Agreement is made and given to secure, and shall secure, the payment and performance of: (i) each of (A) any and all indebtedness, obligations and liabilities of each Borrower to the Agent or the Secured Creditors, or any of them individually, evidenced by or otherwise arising out of or relating to the Credit Agreement or any promissory note of the Borrowers, or any of them individually, heretofore or hereafter issued under the Credit Agreement; (B) any and all obligations of the Borrowers, or any of them individually, to reimburse the Agent or any Lender with respect to any letter of credit or banker's acceptance issued to or for the account of the Borrowers, or any of them individually, under the Credit Agreement; (C) any and all obligations of the Borrowers, or any of them individually, to the Secured Creditors, or any of them individually, with respect to Hedging Liability; and (D) any and all liabilities of the Borrowers, or any of them individually, arising out of any guaranty issued by the Borrowers, or any of them individually, relating to the foregoing or any part thereof, as well as for any and all other indebtedness, obligations and liabilities of the Borrowers

and the Debtors, or any of them individually, to the Agent or the Secured Creditors, or any of them individually, evidenced by or otherwise arising out of or relating to this Agreement, the Guaranties or any other Loan Document; in each case, whether now existing or hereafter arising (and whether arising before or after the filing of a petition in bankruptcy), due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired, and owing in any currency; and (ii) any and all expenses and charges, legal or otherwise, suffered or incurred by the Agent or the Secured Creditors, or any of them individually, in collecting or enforcing any of such indebtedness, obligations or liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted to the Agent in the Collateral hereby (all of the foregoing being hereinafter referred to as the "*Obligations*"). Notwithstanding anything in this Agreement to the contrary, the right of recovery against any Debtor under this Agreement shall not exceed \$1 less than the lowest amount which would render such Debtor's obligations under this Agreement void or voidable under applicable law, including fraudulent conveyance law.

Section 3. Covenants, Agreements, Representations and Warranties. Each Debtor hereby covenants and agrees with, and represents and warrants to, the Agent and each Secured Creditor that:

(a) Each Debtor is a duly organized and validly existing in good standing under the laws of the state of its organization. No Debtor shall change its state of organization without the Agent's prior written consent (which consent shall not be unreasonably withheld or delayed). Each Debtor's chief executive office and principal place of business is at the location listed opposite such Debtor's name under column 2 on Schedule A attached hereto; and such Debtor has no other executive offices or places of business (other than operating job sites in the ordinary course of such Debtor's business) other than those listed opposite such Debtor's name under column 3 on Schedule A attached hereto. Each Debtor's federal tax identification number is set forth under its name in column 1 on Schedule A attached hereto. The Collateral owned or leased by each Debtor is and shall remain in such Debtor's possession or control at the locations listed opposite such Debtor's name under column 4 on Schedule A attached hereto opposite such Debtors's name or is or shall be located at such Debtor's then operating job sites in the ordinary course of its business or is or shall be in transit to or between any of the foregoing locations (collectively, the "*Permitted Collateral Locations*") other than temporarily in the ordinary course of business. If for any reason any Collateral is at any time kept or located at a location other than a Permitted Collateral Location, the Agent shall nevertheless have and retain a lien on and security interest in such Collateral. No Debtor shall move its chief executive office or maintain a place of business at a location other than those specified under columns 2 and/or 3 on Schedule A attached hereto other than temporarily in the ordinary course of business or permit any Collateral in excess of \$1,000,000 to be located at a location other than a Permitted Collateral Location other than temporarily in the ordinary course of business or a job site, in each case without first providing the Agent 30 days prior written notice of such Debtor's intent to do so; *provided, however*, that each Debtor shall at all times maintain its chief executive office and places of business in the United States of America and, with respect to any new chief executive office or place of business or location of Collateral, such Debtor shall have

taken all action reasonably requested by the Agent or any Secured Creditor to maintain the lien and security interest of the Agent in the Collateral at all times fully perfected and in full force and effect. The execution and delivery of this Agreement, and the observance and performance of each of the matters and things herein set forth, will not (i) contravene or constitute a default under any provision of law or any judgment, injunction, order or decree binding upon any Debtor or any provision of any Debtor's organizational documents (*e.g.* certificate of incorporation, articles of incorporation, by-laws, certificate of formation, limited liability company operating agreement or partnership agreement, as applicable) or any covenant, indenture or agreement of or affecting any Debtor or any of its property or (ii) result in the creation or imposition of any lien or encumbrance on any property of any Debtor except for the lien and security interest granted to the Agent in the Collateral hereunder. Each Debtor's organizational registration number (if any) is set forth on Schedule A attached hereto.

(b) The Collateral and every part thereof is and shall be free and clear of all security interests, liens (including, without limitation, mechanics', laborers' and statutory liens), attachments, levies and encumbrances of every kind, nature and description and whether voluntary or involuntary, except for the lien and security interest of the Agent therein and other liens permitted by Sections 4.1 or 7.11 of the Credit Agreement (herein, the "*Permitted Encumbrances*").

(c) Subject to Sections 4(a), 6(c) and 7(a) hereof, no Debtor shall without the Agent's prior written consent, sell, assign, mortgage, lease or otherwise dispose of the Collateral or any interest therein, except that (i) until an Event of Default has occurred and is continuing and thereafter until notified by the Agent that it intends to foreclose or otherwise realize upon such Collateral, each Debtor may use and lease its Collateral to the extent not prohibited by the terms of the Credit Agreement (including, without limitation, Section 7.14 thereof) and (ii) until an Event of Default has occurred and is continuing, the Debtor may sell or otherwise dispose of Collateral to the extent not prohibited by the terms of the Credit Agreement (including, without limitation, Sections 7.14 and 7.15 thereof) and may grant liens on Collateral to the extent permitted by Sections 4.1 and/or 7.11 of the Credit Agreement, provided that a sale, lease or other disposition in the ordinary course of business shall not under any circumstance include a transfer, sale or lease in satisfaction, partial or complete, of a debt owing by such Debtor unless the debt so satisfied is secured with a lien on or ownership right in the goods in question which is prior to the security interest of the Agent therein and is a Permitted Encumbrance under the Credit Agreement.

(d) Each Debtor shall at all times insure the Collateral consisting of tangible personal property against such risks and hazards as other persons or entities similarly situated insure against, and including in any event loss or damage by fire, theft, burglary, pilferage, loss in transit and such other hazards as the Agent may reasonably specify, in amounts and under policies containing loss payable clauses to the Agent as its interest may appear (and, if the Agent requests, naming the Agent and the Secured Creditors as additional insureds therein) and by insurers reasonably acceptable to the Agent, it being agreed that the foregoing shall not preclude any Debtor from directly or indirectly self

insuring risks as and to the extent prudent and customary for companies similarly situated and then to the extent permitted by the Credit Agreement. All premiums on such insurance shall be paid by the Debtors and, upon the Agent's request, the policies of such insurance (or certificates therefor) shall be delivered by the Debtors to the Agent. All insurance required hereby shall provide that any loss shall be payable notwithstanding any act or negligence of the relevant Debtor, shall provide that no cancellation thereof shall be effective until at least 30 days after receipt by the relevant Debtor and the Agent of written notice thereof, and shall be reasonably satisfactory to the Agent in all other respects. Each Debtor may retain any proceeds of such insurance arising out of the loss, damage or destruction of the Collateral owned or leased by such Debtor so long as no Event of Default shall have occurred and be continuing or shall arise and be continuing after giving effect to such loss, damage or destruction. After the occurrence and during the continuance of any Event of Default, each Debtor will immediately pay over such proceeds of insurance to the Agent which shall thereafter be applied to the reduction of the Obligations (whether or not then due) or held as collateral security therefore, as the Agent may then determine and as otherwise provided for in the Credit Agreement. All insurance proceeds shall be subject to the lien and security interest of the Agent in the Collateral. Each Debtor hereby authorizes the Agent, at the Agent's option, to adjust, compromise and settle any losses under any insurance afforded at any time after the occurrence and during the continuance of any Event of Default, and such Debtor does hereby irrevocably constitute the Agent, its officers, agents and attorneys, in such case as such Debtor's attorneys-in-fact, with full power and authority to effect such adjustment, compromise and/or settlement and to endorse any drafts drawn by an insurer of the Collateral or any part thereof and to do everything necessary to carry out such purposes and to receive and receipt for any unearned premiums due under policies of such insurance.

(e) Each Debtor shall, at all reasonable times upon reasonable prior notice, allow the Agent, any Secured Creditor, and their respective representatives free access to and right of inspection of the Collateral during such Debtor's normal business hours. Upon the occurrence and during the continuance of any Event of Default, the Agent shall have the right to verify all or any part of the Collateral in any manner, and through any medium, which the Agent considers appropriate, and each Debtor agrees to furnish all assistance and information, and perform any acts, which the Agent may reasonably require in connection therewith.

(f) Each Debtor's legal name and state of organization is correctly set forth in Schedule A attached hereto. No Debtor has transacted business at any time during the immediately preceding five-year period, and does not currently transact business, under any other legal names or trade names other than the prior legal names and trade names (if any) set forth on Schedule B attached hereto. No Debtor shall change its legal name or transact business under any other trade name without first giving 30 days' prior written notice of its intent to do so to the Agent.

(g) Schedule C attached hereto contains a true, complete, and current listing of all copyrights, copyright applications, trademarks, trademark rights, tradenames,

patents, patent rights and licenses, patent applications and other intellectual property rights that are owned by the Debtors and are registered with any governmental authority. The relevant Debtor shall promptly notify the Agent in writing of any such additional intellectual property rights acquired or arising after the date hereof, and shall submit to the Agent a supplement to Schedule C attached hereto to reflect such additional rights (provided such Debtor's failure to do so shall not impair the Agent's security interest therein). The Debtors own or possess rights to use all franchises, licenses, copyrights, copyright applications, patents, patent rights and licenses, patent applications, trademarks, trademark rights, trade names, trade name rights, copyrights and rights with respect to the foregoing which are required to conduct their business. No event has occurred which permits, or after notice or lapse of time or both would permit, the revocation or termination of any such rights, and no Debtor is liable to any person for infringement under applicable law with respect to any such rights as a result of its business operations.

(h) Schedule E attached hereto contains a true, complete and current listing of all Commercial Tort Claims held or maintained by the Debtors as of the date hereof for an amount equal to or greater than \$1,000,000, each described by reference to the specific incident giving rise to the applicable claim. Each Debtor agrees to execute and deliver to the Agent a supplement to this Agreement in the form attached hereto as Schedule F, or in such other form reasonably acceptable to the Agent, promptly upon becoming aware of any other Commercial Tort Claim in an amount equal to or greater than \$1,000,000 held or maintained by any Debtor arising after the date hereof.

(i) Each Debtor agrees to execute and deliver to the Agent such further agreements, assignments, instruments and documents, and to do all such other things, as the Agent may reasonably deem necessary or appropriate to assure the lien and security interest of the Agent in the Collateral granted hereby, including, without limitation, (i) the execution and delivery of such financing statements and amendments thereof and supplements thereto or other instruments and documents as the Agent may from time to time reasonably require to comply with the UCC and any other applicable law, (ii) the execution and delivery of such patent, trademark and copyright assignment agreements as the Agent may from time to time reasonably require to comply with the filing requirements of the United States Patent and Trademark Office and the United States Copyright Office, and (iii) the execution and delivery of and the use of commercially reasonable efforts to cause the relevant depository institutions, financial intermediaries and letter of credit issuers to execute and deliver such control agreements with respect to all Deposit Accounts, Securities Accounts, Letter-of-Credit Rights and electronic Chattel Paper as the Agent may from time to time reasonably require in accordance with the terms hereof. Each Debtor hereby agrees that a carbon, photographic or other reproduction of this Agreement or any such financing statement is sufficient for filing as a financing statement by the Agent without notice thereof to such Debtor wherever the Agent in its sole discretion desires to file the same. Each Debtor hereby authorizes the Agent to file any and all financing statements covering the Collateral or any part thereof as the Agent may require, including financing statements describing the Collateral as "all assets" or "all personal property" or words of like meaning. The Agent may order lien

searches from time to time against any Debtor and the Collateral, and the Debtors shall promptly reimburse the Agent for all reasonable costs and expenses incurred in connection with such lien searches; *provided, however*, that prior to the occurrence of any Event of Default the Debtors shall not have any obligation to reimburse the Agent for the reasonable costs and expenses of more than one lien search during any calendar year. In the event for any reason the law of any jurisdiction other than Illinois becomes or is applicable to the Collateral or any part thereof, or to any of the Obligations, each Debtor agrees to execute and deliver all such instruments and documents and to do all such other things as the Agent reasonably deems necessary or appropriate to preserve, protect and enforce the security interest of the Agent under the law of such other jurisdiction.

(j) Upon the occurrence and during the continuance of any Event of Default, on failure of any Debtor to perform any of its covenants and agreements herein contained, the Agent may at its option perform the same and in so doing may expend such sums as the Agent may reasonably deem advisable in the performance thereof, including, without limitation, (i) payment of any insurance premiums, (ii) payment of any taxes, liens and encumbrances, (iii) expenditures made in defending against any adverse claims and (iv) all other expenditures which the Agent may be compelled to make by operation of law or which the Agent may make by agreement or otherwise for the protection of the Collateral. All such sums and amounts so expended shall be repayable by such Debtor immediately without notice or demand, shall constitute additional Obligations secured hereunder, and shall bear interest from the date said amounts are expended at the rate per annum (computed on the basis of a 360-day year for the actual number of days elapsed) equal to the sum of 2% plus the Domestic Rate as from time to time in effect (with any change in such rate per annum as so determined by reason of a change in such Domestic Rate to be effective on the date of such change in said Domestic Rate) (such rate per annum as so determined being hereinafter referred to as the "*Reimbursement Rate*"). No such performance of any covenant or agreement by the Agent on behalf of any Debtor, and no such advancement or expenditure therefor, shall relieve any Debtor of any default under the terms of this Agreement or in any way obligate the Agent or any Secured Creditor to take any further or future action with respect thereto. The Agent is hereby authorized to charge any depository or other account of any Debtor maintained with the Agent for the amount of such sums and amounts so expended.

Section 4. Special Provisions Re: Receivables.

(a) So long as no Event of Default shall have occurred and be continuing, any merchandise or other goods which are returned by a customer or account debtor to any Debtor or are otherwise recovered by such Debtor, may be resold by such Debtor in the ordinary course of its business in accordance with Section 3(c) hereof; and after the occurrence and during the continuance of any Event of Default, at the request of the Agent, such merchandise and other goods shall be set aside and held by such Debtor as trustee for the Agent and the Secured Creditors and shall remain part of the Collateral. So long as no Event of Default shall have occurred and be continuing, each Debtor may settle and adjust disputes and claims with its customers and account debtors, handle returns and recoveries and grant discounts, credits and

allowances, in each case in the ordinary course of its business and otherwise for amounts and on terms which such Debtor considers advisable. However, after the occurrence and during the continuance of any Event of Default, at the request of the Agent, each Debtor shall notify the Agent promptly of all returns and recoveries and shall deliver the merchandise or other returned goods to the Agent. After the occurrence and during the continuance of any Event of Default, at the request of the Agent each Debtor shall also notify the Agent promptly of all disputes and claims and settle or adjust them at no expense to the Agent or the Secured Creditors, but no discount, credit or allowance other than on normal trade terms in the ordinary course of business shall be granted to any customer or account debtor and no returns of merchandise or other goods shall be accepted by any Debtor without the Agent's consent. The Agent may, at all times after the occurrence and during the continuance of any Event of Default, settle or adjust disputes and claims directly with customers or account debtors for amounts and upon terms which the Agent considers advisable.

(b) If any Receivable arises out of a contract with the United States of America or any of its departments, agencies or instrumentalities, upon the Agent's request after the occurrence and during the continuance of an Event of Default, each Debtor agrees to so notify the Agent and execute whatever instruments and documents are reasonably required by the Agent in order that such Receivable shall be assigned to the Agent and that proper notice of such assignment shall be given under the federal Assignment of Claims Act (or any successor statute).

Section 5. Special Provisions Re: Pledged Notes.

(a) To the extent any Pledged Note or other item of Collateral is evidenced by an Instrument or Chattel Paper, the applicable Debtor shall cause such Instrument or Chattel Paper to be pledged and delivered to the Agent; *provided, however*, that, unless (i) an Event of Default shall have occurred and be continuing and (ii) the Agent or the Required Lenders shall have otherwise required, a Debtor shall not be required to deliver any such Instrument or Chattel Paper if and only so long as (A) the fair market value of any such Instrument or Chattel Paper held by such Debtor is less than \$1,000,000 and (B) the aggregate fair market value of all such Instruments or Chattel Paper held by the Borrowers, the Debtors and the other Guarantors and not delivered to the Agent under the Collateral Documents is less than \$5,000,000 at any one time outstanding.

(b) To the extent required to be delivered under Section 5(a) above, the relevant Debtor shall endorse all Instruments and Chattel Paper evidencing a Pledged Note or other item of Collateral in blank and deliver the same to the Agent in a form sufficient to transfer title thereto and shall also duly execute and deliver such other Instruments and Chattel Paper of transfer or assignment as to any other Collateral granted pursuant hereto, all in form and substance reasonably satisfactory to the Agent. To the extent required to be delivered under Section 5(a) above, the relevant Debtor shall deliver to the Agent true and correct copies of all Instruments and Chattel Paper and documents securing each instrument evidencing a Pledged Note or other item of Collateral or setting forth terms and conditions applicable thereto (collectively the "*Note Documents*"). After the occurrence and during the continuance of an Event of Default, upon request by the Agent, all tangible Chattel Paper and Instruments shall, unless delivered to the Agent or its agent, contain a legend reasonably acceptable to the Agent indicating that such

Chattel Paper or Instrument is subject to the security interest of the Agent contemplated by this Agreement; *provided, however*, that unless the Agent or the Required Lenders shall have required otherwise, a Debtor shall not be required to so legend any such Instrument or Chattel Paper if and only so long as (i) the fair market value of any such Instrument or Chattel Paper held by such Debtor is less than \$1,000,000 and (ii) the aggregate fair market value of all such Instruments or Chattel Paper held by the Borrowers, the Debtors and the other Guarantors and not delivered to the Agent under the Collateral Documents is less than \$5,000,000 at any one time outstanding.

(c) After the occurrence and during the continuance of any Event of Default, no Debtor shall, without the prior written consent of the Agent, release any collateral or guarantors for the Pledged Notes or the Note Documents or amend, modify, waive or otherwise take any action which would materially impair the value or collectability of all or any part thereof. At the request of the Agent, each Debtor further agrees to promptly deliver to the Agent copies of all statements, reports and other information and data submitted by any obligor of a Pledged Note to such Debtor.

(d) Each Debtor hereby authorizes and directs each obligor of a Pledged Note, upon receipt of notice from the Agent that an Event of Default has occurred and is continuing, to make all distributions and payments now due or hereafter to become due to such Debtor in respect of the Pledged Notes or the Note Documents directly to the Agent, and such Debtor agrees that such payments or distributions to the Agent as aforesaid shall be a good receipt and acquittance to such Debtor to the extent so made.

Section 6. Special Provisions Re: Investment Property and Deposits.

(a) Unless and until an Event of Default has occurred and is continuing and thereafter until notified to the contrary by the Agent pursuant to Section 10(e) hereof:

(i) each Debtor shall be entitled to exercise all voting and/or consensual powers pertaining to the Investment Property or any part thereof owned or held by it, for all purposes not inconsistent with the terms of this Agreement, the Credit Agreement or any other document evidencing or otherwise relating to any Obligations; and

(ii) each Debtor shall be entitled to receive and retain all cash dividends paid upon or in respect of the Investment Property owned or held by it.

(b) All Investment Property of each Debtor (including all securities, certificated or uncertificated, securities accounts, and commodity accounts but excluding any split-dollar insurance policies) having a fair market value of \$1,000,000 or more maintained by such Debtor on the date hereof is listed and identified on Schedule D attached hereto. Each Debtor shall promptly notify the Agent of any other such Investment Property acquired or maintained by such Debtor after the date hereof, and shall submit to the Agent a supplement to Schedule D attached hereto to reflect such additional Investment Property (provided such Debtor's failure to do so shall not impair the Agent's security interest therein). Certificates for all certificated securities now or at any time constituting such Investment Property hereunder shall be promptly delivered

by the relevant Debtor to the Agent duly endorsed in blank for transfer or accompanied by an appropriate assignment or assignments or an appropriate undated stock power or powers, in every case sufficient to transfer title thereto, and, with respect to any such uncertificated securities or any such Investment Property held by a securities issuer or intermediary, commodity issuer or intermediary, or other issuer or financial intermediary of any kind, the relevant Debtor shall execute and deliver, and shall cause any such issuer or intermediary to execute and deliver, an agreement among such Debtor, the Agent and such issuer or intermediary in form and substance satisfactory to the Agent which provides, among other things, for the issuer's or intermediary's agreement that it will comply with such entitlement orders, and apply any value distributed on account of any such Investment Property, as directed by the Agent without further consent by such Debtor at any time after the occurrence and during the continuance of any Event of Default; *provided, however*, that, unless (i) an Event of Default shall have occurred and be continuing and (ii) the Agent or the Required Lenders shall have otherwise required, a Debtor shall not be required to deliver any such certificates or cause any such agreement to be entered into with the relevant issuer or financial intermediary with respect to (A) Investment Property having a final maturity date not in excess of 90 days from the date the relevant Debtor obtains such Investment Property or (B) other Investment Property if and so long as (x) the fair market value of any such other Investment Property held by such Debtor is less than \$1,000,000 and (y) the aggregate fair market value of all such other Investment Property held by the Borrowers, the Debtors and the other Guarantors and not subject to the control (as such term is defined in the UCC) of the Agent under the Collateral Documents is less than \$5,000,000 at any one time outstanding. The Agent may at any time after the occurrence and during the continuance of an Event of Default cause to be transferred into its name or the name of its nominee or nominees any and all of the Investment Property hereunder.

(c) Unless and until an Event of Default has occurred and is continuing, each Debtor may sell or otherwise dispose of any Investment Property to the extent permitted by the Credit Agreement. During the existence of any Event of Default, no Debtor shall sell or otherwise dispose of all or any part of the Investment Property without the prior written consent of the Agent.

(d) Each Debtor represents that on the date of this Agreement, to the best of its knowledge, none of the Investment Property consists of margin stock (as such term is defined in Regulation U of the Board of Governors of the Federal Reserve System) except to the extent such Debtor has delivered to the Agent a duly executed and completed Form U-1 with respect to such margin stock. If at any time the Investment Property or any part thereof consists of margin stock and the relevant Debtor has knowledge of the same, such Debtor shall promptly so notify the Agent and deliver to the Agent a duly executed and completed Form U-1 and such other instruments and documents as (i) are necessary to satisfy the applicable requirements of Regulations T, U and X of the Board of Governors of the Federal Reserve System with respect to such margin stock and (ii) are reasonably requested by the Agent in form and substance reasonably satisfactory to the Agent.

(e) Notwithstanding anything to the contrary contained herein, in the event any Investment Property is subject to the terms of a separate security agreement (including, without limitation, the Pledge Agreement bearing even date herewith relating to the stock of certain of

the Debtors hereunder) in favor of the Agent, the terms of such separate security agreement shall govern and control unless otherwise agreed to in writing by the Agent and the Secured Creditors.

(f) With respect to any Deposit Account maintained by a depository institution other than the Agent or any Lender, upon the Agent's request, the relevant Debtor, the depository institution and the Agent shall, to the extent requested by the Agent, execute and deliver an account control agreement in form and substance satisfactory to the Agent which provides, among other things, for the depository institution's agreement that it will comply with instructions originated by the Agent directing the disposition of the funds in the Deposit Account without further consent by such Debtor.

Section 7. Collection of Receivables and Pledged Notes.

(a) Except as otherwise provided in this Agreement, each Debtor shall make collection of all Receivables and Pledged Notes and may use the same to carry on its business in accordance with sound business practice and otherwise subject to the terms hereof.

(b) If any Event of Default has occurred and is continuing, in the event the Agent requests a Debtor to do so: (i) all Instruments and Chattel Paper at any time constituting part of the Collateral (including any postdated checks) shall, upon receipt by the relevant Debtor, be immediately endorsed to and deposited with Agent; and/or (ii) such Debtor shall instruct all customers and account debtors and any other obligor of any of the Collateral to remit all payments in respect of the Collateral to a lockbox or lockboxes under the sole custody and control of Agent and which are maintained at post offices selected by the Agent.

(c) If any Event of Default has occurred and is continuing, the Agent or its designee may notify each Debtor's customers or account debtors or any other obligor at any time that the Collateral has been assigned to the Agent or that the Agent has a security interest therein, and either in its own name, or such Debtor's name, or both, demand, collect (including, without limitation, through a lockbox analogous to that described in Section 7(b)(ii) hereof), receive, receipt for, sue for, compound and give acquittance for any or all amounts due or to become due on the Collateral, and in the Agent's discretion file any claim or take any other action or proceeding which the Agent may deem reasonably necessary or appropriate to protect and realize upon the security interest of the Agent in the Collateral or any part thereof.

(d) Any proceeds of Collateral transmitted to or otherwise received by the Agent pursuant to any of the provisions of Sections 7(b) or 7(c) hereof may be handled and administered by the Agent in and through a remittance account or accounts maintained at the Agent or by the Agent at a commercial bank or banks selected by the Agent (each a "*Depository Bank*"), and each Debtor acknowledges that the maintenance of such remittance accounts by the Agent is solely for the Agent's convenience. The Agent need not apply or give credit for any item included in proceeds of Receivables, Pledged Notes or other Collateral until the relevant Depository Bank has received final payment therefor at its office in cash or final solvent credits current at the site of deposit acceptable to the Agent and the relevant Depository Bank as such. However, if the Agent does permit credit to be given for any item prior to a Depository Bank receiving final payment therefor and such Depository Bank fails to receive such final payment or

an item is charged back to the Agent or any Depository Bank for any reason, the Agent may at its election in either instance charge the amount of such item back against any such remittance account or any depository account of a Debtor maintained with the Agent. Each Debtor hereby indemnifies the Agent and the Secured Creditors from and against all liabilities, damages, losses, actions, claims, judgments, costs, expenses, charges and attorneys' fees suffered or incurred by the Agent or any Secured Creditor because of the maintenance of the foregoing arrangements; *provided, however*, that no Debtor shall be required to indemnify the Agent or any Secured Creditor for any of the foregoing to the extent they arise from the negligence or willful misconduct of the person seeking to be indemnified. The Agent and the Secured Creditors shall have no liability or responsibility to any Debtor for the Agent or any other Depository Bank accepting any check, draft or other order for payment of money bearing the legend "payment in full" or words of similar import or any other restrictive legend or endorsement whatsoever or be responsible for determining the correctness of any remittance.

Section 8. Special Provisions Re: Inventory and Equipment.

(a) Each Debtor shall at its own cost and expense maintain, keep and preserve all material portions of the Inventory in good and merchantable condition and keep and preserve all material portions of the Equipment in good repair, working order and condition, ordinary wear and tear excepted, and, without limiting the foregoing, will from time to time make all necessary and proper repairs, replacements and additions to the Equipment so that the overall efficiency of the Equipment taken as a whole shall be fully preserved and maintained.

(b) Each Debtor warrants and agrees that no Inventory is or will be consigned to any other person or entity without the Agent's prior written consent.

(c) At the Agent's request, each Debtor shall at its own cost and expense cause the lien of the Agent in and to any portion of the Collateral subject to a certificate of title law to be duly noted on such certificate of title or to be otherwise filed in such manner as is prescribed by law in order to perfect such lien and will cause all such certificates of title and evidences of lien to be deposited with the Agent.

(d) In the event the Equipment, or any part thereof, is or may be attached to real estate in such a manner that the same may become a fixture, at the Agent's request after the occurrence and during the continuance of an Event of Default, the relevant Debtor shall take all action reasonably requested by the Agent to maintain the lien and security interest of the Agent in such Collateral at all times fully perfected and in full force and effect, including, without limitation, such fixture financing statements as the Agent may require and, in the event any other person has any right, title or interest in, or lien upon, any such real estate, such Debtor shall use commercially reasonable efforts to cause such person to enter an agreement (i) pursuant to which such person disclaims any right, title and interest in, or lien on, such Equipment, (ii) which allows for the removal of such Equipment by the Agent and (iii) which is otherwise in form and substance reasonably satisfactory to the Agent.

(e) If any of the Inventory is at any time evidenced by a negotiable document of title, at the Agent's request after the occurrence and during the continuance of an Event of Default, such document shall be promptly delivered by the relevant Debtor to the Agent.

Section 9. Power of Attorney. In addition to any other powers of attorney contained herein, each Debtor hereby appoints the Agent, its nominee, or any other person whom the Agent may designate as such Debtor's attorney-in-fact, with full power after the occurrence and during the continuance of any Event of Default: (i) to sign such Debtor's name on verifications of Receivables and other Collateral; (ii) to send requests for verification of Collateral to such Debtor's customers, account debtors and other obligors; (iii) to endorse such Debtor's name on any checks, notes, acceptances, money orders, drafts and any other forms of payment or security that may come into the Agent's possession; (iv) to endorse the Collateral in blank or to the order of the Agent or its nominee; (v) to sign such Debtor's name on any invoice or bill of lading relating to any Collateral, on claims to enforce collection of any Collateral, on notices to and drafts against customers and account debtors and other obligors, on schedules and assignments of Collateral, on notices of assignment and on public records; (vi) to notify the post office authorities to change the address for delivery of such Debtor's mail to an address designated by the Agent; (vii) to receive and open all mail addressed to such Debtor; and (viii) to do all things necessary to carry out this Agreement. Each Debtor hereby ratifies and approves all acts of any such attorney and agrees that neither the Agent nor any such attorney will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law other than such person's gross negligence or willful misconduct. The Agent may file one or more financing statements disclosing its security interest in any or all of the Collateral without any Debtor's signature appearing thereon. Each Debtor also hereby grants the Agent a power of attorney to execute any such financing statements, or amendments and supplements to financing statements, on behalf of such Debtor without prior notice thereof to any Debtor. The foregoing powers of attorney, being coupled with an interest, are irrevocable until the Obligations have been fully paid and satisfied and the commitments of the Secured Creditors to extend credit to or for the account of each Borrower have expired or otherwise been terminated.

Section 10. Defaults and Remedies.

(a) The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(i) any default in the payment when due (whether by lapse of time, acceleration or otherwise) of the Obligations or any part thereof after giving effect to any applicable notice or grace period; or

(ii) any representation or warranty made by a Debtor herein, or in any statement or certificate furnished by it pursuant hereto, shall be false in any material respect as of the date of the issuance or making thereof; or

(iii) any default in the observance or performance of any covenant set forth or otherwise referred to in Section 3(c) hereof or of any provision hereof requiring the

maintenance of insurance on the Collateral or dealing with the use or remittance of proceeds of Collateral; or

(iv) any default in the observance or performance of any other provision hereof which is not remedied within 30 days from the date any Debtor has knowledge of the default; or

(v) any event occurs or conditions exists which is specified as an "Event of Default" under the Credit Agreement.

(b) During the existence of any Event of Default, the Agent shall have, in addition to all other rights provided herein or by law, the rights and remedies of a secured party under the UCC (regardless of whether the UCC is the law of the jurisdiction where the rights or remedies are asserted and regardless of whether the UCC applies to the affected Collateral), and further the Agent may, without demand and without advertisement, notice, hearing or process of law to the extent permitted by law, all of which each Debtor hereby waives to the extent permitted by law, at any time or times, sell and deliver any or all Collateral held by or for it at public or private sale, at any securities exchange or broker's board or at any of the Agent's offices or elsewhere, for cash, upon credit or otherwise, at such prices and upon such terms as the Agent deems advisable, in its sole discretion. Also, if less than all the Collateral is sold, the Agent shall have no duty to marshal or apportion the part of the Collateral sold as between the Debtors, or any of them, but may sell and deliver any or all of the Collateral without regard to which of the Debtors are the owners thereof. In the exercise of any such remedies, the Agent may sell all the Collateral as a unit even though the sales price thereof may be in excess of the amount remaining unpaid on the Obligations. The Agent is authorized at any sale or other disposition of the Collateral or any part thereof, if it deems it advisable so to do, to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing for their own account for investment, and not with a view to the distribution or resale of any of the Collateral. In addition to all other sums due the Agent or any Secured Creditor hereunder, each Debtor shall pay the Agent and the Secured Creditors all reasonable costs and expenses incurred by the Agent and such Secured Creditors, including reasonable attorneys' fees and court costs, in obtaining, liquidating or enforcing payment of Collateral or the Obligations or in the prosecution or defense of any action or proceeding by or against the Agent, such Secured Creditor or any Debtor concerning any matter arising out of or connected with this Agreement or the Collateral or the Obligations, including, without limitation, any of the foregoing arising in, arising under or related to a case under the United States Bankruptcy Code (or any successor statute). Any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to the Debtors in accordance with Section 16(b) hereof at least 10 days before the time of sale or other event giving rise to the requirement of such notice; *provided however*, that during the existence of any Event of Default, no notification need be given to a Debtor if such Debtor has signed, after the occurrence of such Event of Default, a statement renouncing any right to notification of sale or other intended disposition. The Agent shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. The Agent or any Secured Creditor may be the purchaser at any such sale. Each Debtor hereby waives to the extent permitted by law all of its rights of redemption from any such sale. The Agent may postpone or cause the postponement of the sale of all or any portion of the Collateral

by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which the sale was postponed or the Agent may further postpone such sale by announcement made at such time and place. The Agent has no obligation to prepare the Collateral for sale. The Agent may sell or otherwise dispose of the Collateral without giving any warranties as to the Collateral or any part thereof, including disclaimers of any warranties of title or the like, and each Debtor acknowledges and agrees that the absence of such warranties shall not render the disposition commercially unreasonable.

(c) Without in any way limiting the foregoing, if any Event of Default has occurred and is continuing, the Agent shall have the right, in addition to all other rights provided herein or by law, to take physical possession of any and all of the Collateral and anything found therein, the right for that purpose to enter without legal process any premises where the Collateral may be found (provided such entry be done lawfully), and the right to maintain such possession on each Debtor's premises (the Debtors hereby agreeing to lease such premises without cost or expense to the Agent or its designee if the Agent so requests) or to remove the Collateral or any part thereof to such other places as the Agent may desire. If any Event of Default has occurred and is continuing, the Agent shall have the right to exercise any and all rights with respect to all Deposit Accounts of each Debtor, the right to direct the disposition of the funds in each Deposit Account and to collect, withdraw and receive all amounts due or to become due or payable under each such Deposit Account. If any Event of Default has occurred and is continuing, each Debtor shall, upon the Agent's demand, assemble the Collateral and make it available to the Agent at a place designated by the Agent. If the Agent exercises its right to take possession of the Collateral, each Debtor shall also at its expense perform any and all other steps requested by the Agent to preserve and protect the security interest hereby granted in the Collateral, such as placing and maintaining signs indicating the security interest of the Agent, appointing overseers for the Collateral and maintaining Collateral records.

(d) Without in any way limiting the foregoing, if any Event of Default has occurred and is continuing, each Debtor hereby grants to the Agent and the Secured Creditors a royalty-free irrevocable license and right to use all of such Debtor's patents, patent applications, patent licenses, trademarks, trademark registrations, trademark licenses, trade names, trade styles, and similar intangibles in connection with any foreclosure or other realization by the Agent or the Secured Creditors on all or any part of the Collateral, provided that the license granted hereunder shall not include any rights in any license agreement under which the relevant Debtor is licensee which, by its terms, prohibits the license contemplated by this Section 10(d). The license and right granted the Agent and the Secured Creditors hereby shall be without any royalty or fee or charge whatsoever.

(e) Without in any way limiting the foregoing, if any Event of Default has occurred and is continuing, all rights of a Debtor to exercise the voting and/or consensual powers which it is entitled to exercise pursuant to Section 6(a)(i) hereof and/or to receive and retain the distributions which it is entitled to receive and retain pursuant to Section 6(a)(ii) hereof, shall, at the option of the Agent, cease and thereupon become vested in the Agent, which, in addition to all other rights provided herein or by law, shall then be entitled solely and exclusively to exercise all voting and other consensual powers pertaining to the Investment Property (including, without limitation, the right to deliver notice of control with respect to any Investment Property held in a

securities account or commodity account and deliver all entitlement orders with respect thereto) and/or to receive and retain the distributions which such Debtor would otherwise have been authorized to retain pursuant to Section 6(a)(ii) hereof and shall then be entitled solely and exclusively to exercise any and all rights of conversion, exchange or subscription or any other rights, privileges or options pertaining to any Investment Property as if the Agent were the absolute owner thereof including, without limitation, the rights to exchange, at its discretion, any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other readjustment of the respective issuer thereof or upon the exercise by or on behalf of any such issuer or the Agent of any right, privilege or option pertaining to any Investment Property and, in connection therewith, to deposit and deliver any and all of the Investment Property with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Agent may determine. In the event any of the Collateral shall constitute restricted securities within the meaning of any applicable securities laws, any disposition thereof in compliance with such laws shall not render the disposition commercially unreasonable.

(f) The powers conferred upon the Agent hereunder are solely to protect its interest in the Collateral and shall not impose on it any duty to exercise such powers. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession or control if such Collateral is accorded treatment substantially equivalent to that which the Agent accords its own property, consisting of similar type assets, it being understood, however, that the Agent shall have no responsibility for ascertaining or taking any action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any such Collateral, whether or not the Agent has or is deemed to have knowledge of such matters. This Agreement constitutes an assignment of rights only and not an assignment of any duties or obligations of the Debtors in any way related to the Collateral, and the Agent shall have no duty or obligation to discharge any such duty or obligation. The Agent shall have no responsibility for taking any necessary steps to preserve rights against any parties with respect to any Collateral or initiating any action to protect the Collateral against the possibility of a decline in market value. Neither the Agent nor any party acting as attorney for the Agent shall be liable for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct.

(g) Failure by the Agent to exercise any right, remedy or option under this Agreement or any other agreement between any Debtor and the Agent or provided by law, or delay by the Agent in exercising the same, shall not operate as a waiver; and no waiver shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated. Neither the Agent or any Secured Creditor, nor any party acting as attorney for the Agent or any Secured Creditor, shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than such person's gross negligence or willful misconduct. The rights and remedies of the Agent and the Secured Creditors under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Agent or the Secured Creditors may have. For purposes of this Agreement, an Event of Default shall be construed as continuing after its occurrence until the same is waived or cured in writing by the Secured Creditors or the Required Lenders, as the case may be, in accordance with the Credit Agreement.

Section 11. Application of Proceeds. The proceeds and avails of the Collateral at any time received by the Agent during the existence of any Event of Default hereunder shall, when received by the Agent in cash or its equivalent, be applied by the Agent in reduction of, or as collateral security for, the Obligations in accordance with the terms of the Credit Agreement. Each Debtor shall remain liable to the Agent and the Secured Creditors for any deficiency. Any surplus remaining after the full payment and satisfaction of the Obligations shall be returned to the Debtors or to whomsoever the Agent reasonably determines is lawfully entitled thereto.

Section 12. Continuing Agreement. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Obligations, both for principal and interest, have been fully paid and satisfied and the commitments of the Secured Creditors to extend credit or otherwise make financial accommodations available to the Borrowers under the Credit Agreement have expired or otherwise been terminated. Upon such termination of this Agreement, the Agent shall, upon the request and at the expense of the Debtors, forthwith release its security interest hereunder.

Section 13. Primary Security; Obligations Absolute. The lien and security herein created and provided for stand as direct and primary security for the Obligations. No application of any sums received by the Agent in respect of the Collateral or any disposition thereof to the reduction of the Obligations or any portion thereof shall in any manner entitle any Debtor to any right, title or interest in or to the Obligations or any collateral security therefor, whether by subrogation or otherwise, unless and until all Obligations have been fully paid and satisfied and the commitments of the Secured Creditors to extend credit or otherwise make financial accommodations available to the Borrowers under the Credit Agreement have expired or otherwise have been terminated. Each Debtor acknowledges and agrees that the lien and security hereby created and provided for are absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of the Agent, any Secured Creditor or any other holder of any of the Obligations, and without limiting the generality of the foregoing, the lien and security hereof shall not be impaired by any acceptance by the Agent, any Secured Creditor or any holder of any of the Obligations of any other security for or guarantors upon any of the Obligations or by any failure, neglect or omission on the part of the Agent, any Secured Creditor or any other holder of any of the Obligations to realize upon or protect any of the Obligations or any collateral security therefor. The lien and security hereof shall not in any manner be impaired or affected by (and the Agent and the Secured Creditors, without notice to anyone, are hereby authorized to make from time to time) any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the Obligations, or of any collateral security therefor, or of any guaranty thereof or of any obligor thereon. The Secured Creditors may at their discretion at any time grant credit to the Borrowers, or any of them individually, without notice to any Debtor in such amounts and on such terms as the Secured Creditors may elect without in any manner impairing the lien and security hereby created and provided for. No release, compromise or discharge of any Debtor hereunder or with respect to any of the Obligations or any Collateral provided by such Debtor shall release or discharge, or impair the agreements of, any other Debtor hereunder or in any manner impair the liens and security interests granted by any other Debtor hereunder; and the Agent may proceed against the Collateral provided hereunder by any one or more of the Debtors without proceeding against the

other Debtors, their respective properties or any other security or guaranty whatsoever. Without limiting the generality of the foregoing, the requisite number of Secured Creditors (as determined in accordance with the terms of the Credit Agreement) may at any time or from time to time release any Debtor from its obligations hereunder or release any Collateral or effect any compromise with any Debtor, and no such release or compromise shall in any manner impair or otherwise effect the liens granted by, or the obligations of, the other Debtors hereunder. In order to foreclose or otherwise realize hereon and to exercise the rights granted the Agent hereunder and under applicable law, there shall be no obligation on the part of the Agent, any Secured Creditor or any other holder of any of the Obligations at any time to first resort for payment to any Borrower or any other obligor on any of the Obligations or to any guaranty of the Obligations or any portion thereof or to resort to any other collateral security, property, liens or any other rights or remedies whatsoever, and the Agent shall have the right to enforce this instrument irrespective of whether or not other proceedings or steps are pending seeking resort to or realization upon or from any of the foregoing.

Section 14. The Agent. In acting under or by virtue of this Agreement, the Agent shall be entitled to all the rights, authority, privileges and immunities provided in the Credit Agreement, all of which provisions of the Credit Agreement (including, without limitation, Section 10 thereof) are incorporated by reference herein with the same force and effect as if set forth herein in their entirety. The Agent hereby disclaims any representation or warranty to the Secured Creditors concerning the perfection of the security interest granted hereunder or in the value of any of the Collateral.

SECTION 15. PERSONAL JURISDICTION.

(a) *EXCLUSIVE JURISDICTION.* EXCEPT AS PROVIDED IN SECTION 15(b), THE AGENT, THE SECURED CREDITORS AND THE DEBTORS AGREE THAT ALL DISPUTES AMONG THEM ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE OR FEDERAL COURTS LOCATED IN COOK COUNTY, ILLINOIS, BUT EACH OF THE AGENT, THE SECURED CREDITORS AND THE DEBTORS ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF COOK COUNTY, ILLINOIS. EACH OF THE DEBTORS WAIVES IN ALL DISPUTES ANY OBJECTION THAT SUCH DEBTOR MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE OR ANY OBJECTION THAT SUCH DEBTOR MAY HAVE THAT ANY OTHER PARTY HAS NOT BEEN JOINED IN SUCH PROCEEDING.

(b) *OTHER JURISDICTIONS.* EACH OF THE DEBTORS AGREES THAT THE AGENT AND THE SECURED CREDITORS SHALL HAVE THE RIGHT TO PROCEED AGAINST EACH OF THE DEBTORS OR THEIR COLLATERAL IN A COURT IN ANY LOCATION TO ENABLE THE AGENT OR ANY SECURED CREDITOR TO REALIZE ON THE COLLATERAL, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE AGENT OR ANY SECURED CREDITOR, WHETHER OR NOT PROCEEDING SEPARATELY AGAINST ANY DEBTOR AND ITS PROPERTY OR JOINTLY AGAINST ANY BORROWER AND ANY ONE OR MORE OF THE DEBTORS AND THEIR PROPERTY. EACH OF THE DEBTORS AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS IN ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS PROVISION BY THE AGENT OR ANY SECURED

CREDITOR TO REALIZE ON COLLATERAL, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE AGENT OR ANY SECURED CREDITOR. EACH OF THE DEBTORS WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE AGENT OR ANY SECURED CREDITOR HAS COMMENCED A PROCEEDING DESCRIBED IN THIS SUBSECTION.

Section 16. Miscellaneous.

(a) This Agreement cannot be changed or terminated orally. This Agreement shall create a continuing lien on and security interest in the Collateral to the extent set forth herein and shall be binding upon each Debtor and its successors and assigns and shall inure, together with the rights and remedies of the Agent and the Secured Creditors hereunder, to the benefit of the Agent, the Secured Creditors and their successors and assigns; *provided, however*, that no Debtor may assign its rights or delegate its duties hereunder without the prior written consent of the Agent and the Lenders. Without limiting the generality of the foregoing, and subject to the provisions of the Credit Agreement, any Lender may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise.

(b) Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by telecopy) and shall be given to the relevant party, and shall be deemed to have been made when given to the relevant party, in accordance with Section 11.9 of the Credit Agreement. All notices to the Debtors hereunder shall be made to the Company, as their agent, in accordance with Section 11.9 of the Credit Agreement.

(c) No Secured Creditor shall have the right to institute any suit, action or proceeding in equity or at law for the foreclosure or other realization upon any Collateral subject to this Agreement or for the execution of any trust or power hereof or for the appointment of a receiver, or for the enforcement of any other remedy under or upon this Agreement; it being understood and intended that no one or more of the Secured Creditors shall have any right in any manner whatsoever to affect, disturb or prejudice the lien and security interest of this Agreement by its or their action or to enforce any right hereunder, and that all proceedings at law or in equity shall be instituted, had and maintained by the Agent in the manner herein provided for the benefit of the Secured Creditors.

(d) In the event that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

(e) This Agreement shall be deemed to have been made in the State of Illinois and shall be governed by, and construed in accordance with, the laws of the State of Illinois. The headings

in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

(f) This Agreement constitutes an assignment of rights only and not an assignment of any duties or obligations of any Debtor in any way related to the Collateral and that the Agent and the Secured Creditors shall have no duty or obligation to perform or discharge any such duty or obligation.

(g) In the event the Secured Creditors shall at any time in their discretion permit a substitution of Debtors hereunder or a party shall wish to become Debtor hereunder, such substituted or additional Debtor shall, upon executing an agreement in the form attached hereto as Schedule H, become a party hereto and be bound by all the terms and conditions hereof to the same extent as though such Debtor had originally executed this Agreement and in the case of a substitution, in lieu of the Debtor being replaced. No such substitution shall be effective absent the written consent of the Secured Creditors nor shall it in any manner affect the obligations of the other Debtors hereunder.

(h) This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same agreement.

(i) EACH DEBTOR, THE AGENT, AND EACH SECURED CREDITOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(j) In the event of any inconsistency between this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.

[SIGNATURE PAGES TO FOLLOW]

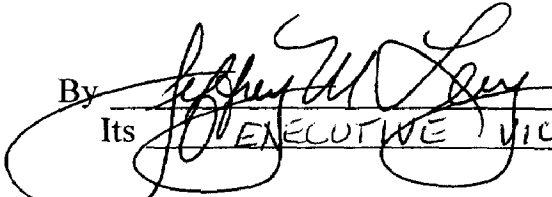
IN WITNESS WHEREOF, each Debtor has caused this Agreement to be duly executed and delivered as of the date first above written.

"DEBTORS"

EMCOR GROUP, INC.

By

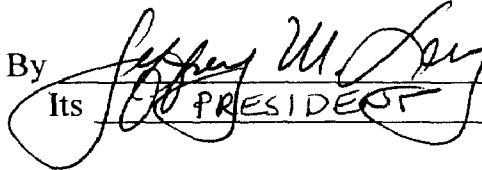
Its


EXECUTIVE VICE PRESIDENT

DYN SPECIALTY CONTRACTING, INC.

By

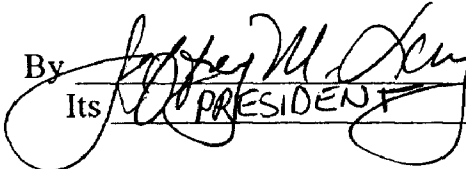
Its


PRESIDENT

DYNALECTRIC COMPANY

By

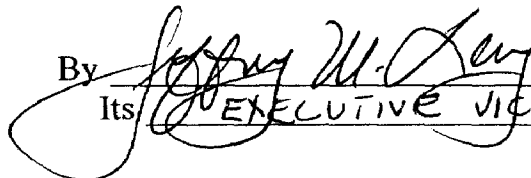
Its


PRESIDENT

DYNALECTRIC COMPANY OF NEVADA

By

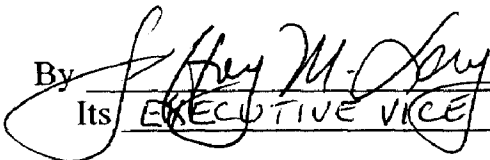
Its


EXECUTIVE VICE PRESIDENT

DYNALECTRIC COMPANY OF OHIO

By

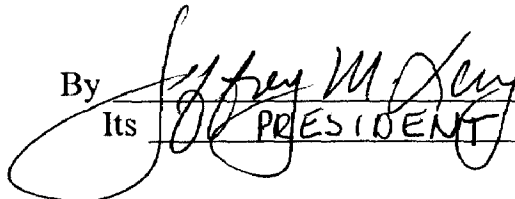
Its


EXECUTIVE VICE PRESIDENT

CONTRA COSTA ELECTRIC, INC.

By

Its


PRESIDENT

B & B CONTRACTING & SUPPLY COMPANY

By Jeffrey M. Long
Its PRESIDENT

KDC INC.

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

EMCOR CONSTRUCTION HOLDING SERVICES,
INC.

By Jeffrey M. Long
Its PRESIDENT

EMCOR MECHANICAL/ELECTRICAL SERVICES
(EAST), INC.

By Jeffrey M. Long
Its PRESIDENT

HERITAGE AIR SYSTEMS INC.

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

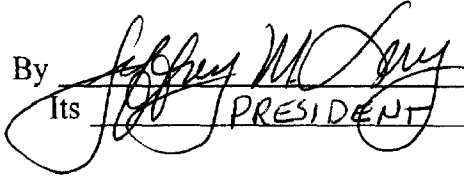
WELSBACH ELECTRIC CORP.

By Woodrow
Its PRESIDENT

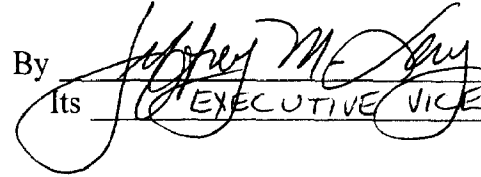
FOREST ELECTRIC CORP.

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

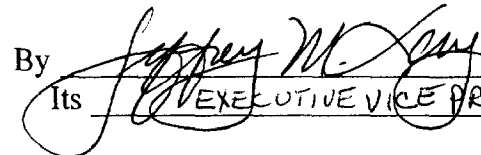
EMCOR TECHNOLOGIES, INC.

By 
Its _____ PRESIDENT

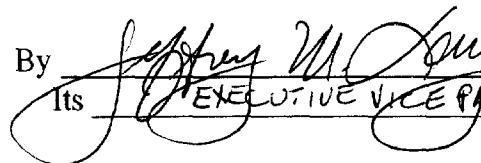
WELSBACH ELECTRIC CORP. OF L.I.

By 
Its _____ EXECUTIVE VICE PRESIDENT

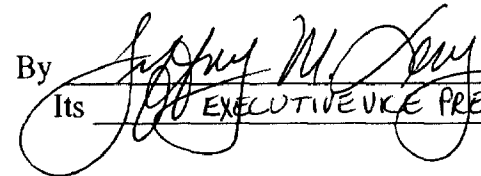
PENGUIN MAINTENANCE AND SERVICES INC.

By 
Its _____ EXECUTIVE VICE PRESIDENT

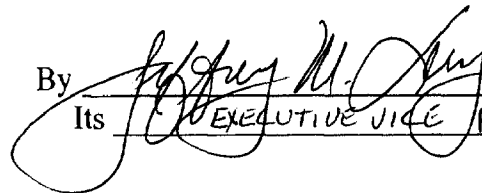
PENGUIN AIR CONDITIONING CORP.

By 
Its _____ EXECUTIVE VICE PRESIDENT

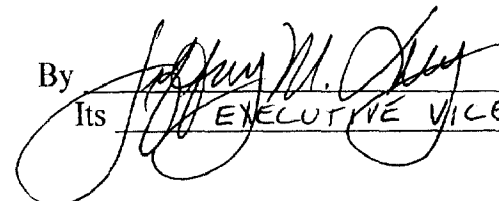
R.S. HARRITAN & COMPANY, INC.

By 
Its _____ EXECUTIVE VICE PRESIDENT

J.C. HIGGINS CORP.

By 
Its _____ EXECUTIVE VICE PRESIDENT

LABOV MECHANICAL, INC.

By 
Its _____ EXECUTIVE VICE PRESIDENT

LABOV PLUMBING, INC.

By Jeffrey M. Duffy
Its EXECUTIVE VICE PRESIDENT

DUFFY MECHANICAL CORP.

By Jeffrey M. Duffy
Its EXECUTIVE VICE PRESIDENT

EMCOR MECHANICAL/ELECTRICAL SERVICES
(MIDWEST), INC.

By Jeffrey M. Duffy
Its EXECUTIVE VICE PRESIDENT

JWP/HYRE ELECTRIC CO. OF INDIANA, INC.

By Jeffrey M. Duffy
Its EXECUTIVE VICE PRESIDENT

EMCOR MIDWEST, INC.

By Jeffrey M. Duffy
Its PRESIDENT

GIBSON ELECTRIC Co., INC.

By Jeffrey M. Duffy
Its EXECUTIVE VICE PRESIDENT

EMCOR MECHANICAL/ELECTRICAL SERVICES
(WEST), INC.

By Jeffrey M. Duffy
Its PRESIDENT

DYNALECTRIC OF MICHIGAN, INC.

By Jeffrey M. Sney
Its EXECUTIVE VICE PRESIDENT

MESA ENERGY SYSTEMS, INC.

By Jeffrey M. Sney
Its PRESIDENT

UNIVERSITY MECHANICAL & ENGINEERING
CONTRACTORS, INC., a California corporation

By Jeffrey M. Sney
Its EXECUTIVE VICE PRESIDENT

PACE MECHANICAL SERVICES, INC.

By Jeffrey M. Sney
Its EXECUTIVE VICE PRESIDENT

NORTHERN O & M CONSULTING GROUP, INC.

By Jeffrey M. Sney
Its EXECUTIVE VICE PRESIDENT

NEWCOMB ANDERSON ASSOCIATES

By Jeffrey M. Sney
Its EXECUTIVE VICE PRESIDENT

THE FRED B. DEBRA CO.

By Jeffrey M. Sney
Its EXECUTIVE VICE PRESIDENT

UNIVERSITY MECHANICAL & ENGINEERING
CONTRACTORS, INC., an Arizona corporation

By 
Its EXECUTIVE VICE PRESIDENT


HANSEN MECHANICAL CONTRACTORS, INC.

By 
Its EXECUTIVE VICE PRESIDENT

TRAUTMAN & SHREVE, INC.

By 
Its EXECUTIVE VICE PRESIDENT

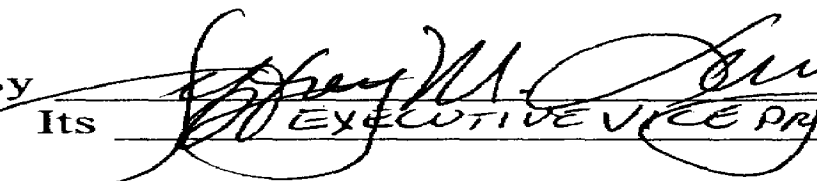
EMCOR MECHANICAL/ELECTRICAL SERVICES
(SOUTH), INC.

By 
Its PRESIDENT

EMCOR GOWAN INC.

By 
Its EXECUTIVE VICE PRESIDENT

EMCOR INTERNATIONAL, INC.

By 
Its EXECUTIVE VICE PRESIDENT

MARELICH MECHANICAL CO., INC.

By 
Its EXECUTIVE VICE PRESIDENT

INTE-FAC CORP.

By *J. J. O'Shea*
Its EXECUTIVE VICE PRESIDENT

DESIGN AIR, LIMITED

By *J. J. O'Shea*
Its EXECUTIVE VICE PRESIDENT

ZACK POWER & INDUSTRIAL COMPANY

By *J. J. O'Shea*
Its PRESIDENT

EMCOR FACILITIES SERVICES, INC.

By *J. J. O'Shea*
Its PRESIDENT

MES HOLDINGS CORPORATION

By *J. J. O'Shea*
Its EXECUTIVE VICE PRESIDENT

F.J. O'TOOLE COMPANY

By *J. J. O'Shea*
Its EXECUTIVE VICE PRESIDENT

UNIQUE CONSTRUCTION COMPANY

By *J. J. O'Shea*
Its EXECUTIVE VICE PRESIDENT

BALCO, INC.

By

Its

Jeffrey M. Long
EXECUTIVE VICE PRESIDENT

BUILDING TECHNOLOGY ENGINEERS, INC.

By

Its

Jeffrey M. Long
EXECUTIVE VICE PRESIDENT

ROLLINS, KING & MCKONE & ASSOCIATES, INC.

By

Its

Jeffrey M. Long
EXECUTIVE VICE PRESIDENT

BTE SERVICE, INC.

By

Its

Jeffrey M. Long
EXECUTIVE VICE PRESIDENT

MONUMENTAL INVESTMENT CORPORATION

By

Its

Jeffrey M. Long
EXECUTIVE VICE PRESIDENT

THE POOLE AND KENT CORPORATION

By

Its

Jeffrey M. Long
EXECUTIVE VICE PRESIDENT

POOLE AND KENT-CONNECTICUT, INC.

By

Its

Jeffrey M. Long
EXECUTIVE VICE PRESIDENT

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

MONUMENTAL HEATING, VENTILATING AND AIR
CONDITIONING CONTRACTORS, INC.

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

FORTI/POOLE AND KENT, L.L.C.

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

ENVIRONMENTAL ENGINEERING COMPANY

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

HVAC, LTD.

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

ATLANTIC COAST MECHANICAL, INC.

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

GREAT MONUMENT CONSTRUCTION COMPANY

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

THE POOLE AND KENT COMPANY

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

POOLE AND KENT DISTRIBUTORS, INC.

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

EMCOR-CSI HOLDING CO.

By Jeffrey M. Long
Its PRESIDENT

CSUSA HOLDINGS L.L.C.

By ~~Jeffrey M. Long~~
Its ~~VICE PRESIDENT~~

CS48 ACQUISITION CORP.

By Jeffrey M. Long
Its PRESIDENT

SHAMBAUGH & SON, L.P.
CSUSA Holdings L.L.C., as General Partner

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

BORDER ELECTRIC CO., L.P.
CSUSA Holdings L.L.C., as General Partner

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

AMERICAN MECHANICAL INC.

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

CENTRAL MECHANICAL CONSTRUCTION CO.,
INC.

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

E. L. PRUITT COMPANY

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

F & G MECHANICAL CORPORATION

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

F & G PLUMBING, INC.

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

GOTHAM AIR CONDITIONING SERVICE, INC.

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

HILLCREST SHEET METAL, INC.

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT
KILGUST MECHANICAL, INC.

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT
KUEMPEL SERVICE, INC.

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT
LOWRIE ELECTRIC COMPANY, INC.

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT
MANDELL MECHANICAL CORPORATION

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT
MAXIMUM REFRIGERATION & AIR
CONDITIONING CORP.

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT
MEADOWLANDS FIRE PROTECTION CORP.

By Jeffrey M. Long
Its EXECUTIVE VICE PRESIDENT

NOGLE & BLACK MECHANICAL, INC.

By *Jeffrey M. Long*
Its EXECUTIVE VICE PRESIDENT

NORTH JERSEY MECHANICAL CONTRACTORS,
INC.

By *Jeffrey M. Long*
Its EXECUTIVE VICE PRESIDENT

TEMPRITE AIR CONDITIONING AND
REFRIGERATION, INC.

By *Jeffrey M. Long*
Its EXECUTIVE VICE PRESIDENT

THE FAGAN COMPANY

By *Jeffrey M. Long*
Its EXECUTIVE VICE PRESIDENT

WALKER-J-WALKER, INC.

By *Jeffrey M. Long*
Its EXECUTIVE VICE PRESIDENT

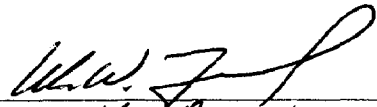
Acknowledged and agreed to as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Agent

By _____
Its _____

Acknowledged and agreed to as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Agent

By 
Its Vice President

Schedule A

NAME OF DEBTOR (AND FEDERAL TAX I.D. NO.)	CHIEF EXECUTIVE OFFICE	ADDITIONAL PLACES OF BUSINESS	LOCATION OF COLLATERAL HELD BY DEBTOR
EMCOR Group, Inc. (Delaware Corporation) Tax I.D. 11-2125338 Org. No. 2122022	101 Merritt Seven Norwalk, CT 06851		See Column 2
EMCOR Construction Holding Services, Inc. (Delaware Corporation) Tax I.D. 13-3662961 Org. No. 2295158	101 Merritt Seven Norwalk, CT 06851		See Column 2
EMCOR Facilities Services, Inc. (Delaware Corporation) Tax I.D. 06-1455467 Org. No. 2625001	101 Merritt Seven Norwalk, CT 06851	306 Northern Avenue Boston, MA 02205-9022	See Columns 2 & 3
Mesa Energy Systems, Inc. (California Corporation) Tax I.D. 33-0112640 Org. No. 1281860	5 Vanderbilt Irvine, CA 92618	16130 Sherman Way Van Nuys, CA 91406	See Columns 2 & 3
EMCOR International Inc. (Delaware Corporation) Tax I.D. 13-3564043 Org. No. 2184202	101 Merritt Seven Norwalk, CT 06851		See Column 2
EMCOR Mechanical/Electrical Services (East), Inc. (Delaware Corporation) Tax I.D. 13-3654165 Org. No. 2293360	101 Merritt Seven Norwalk, CT 06851		See Column 2
EMCOR Technologies, Inc. (Delaware Corporation) Tax I. D. 06-1470500 Org. No. 2704011	55 Carter Drive Edison, NJ 08817		See Column 2
Heritage Air Systems Inc. (New York Corporation) Tax I.D. 11-2302904 Org. No. None	305 Suburban Avenue Deer Park, NY 11729		See Column 2
Welsbach Electric Corp. (Delaware Corporation) Tax I.D. 11-2254226 Org. No. 0780011	111-01 14th Avenue College Point, NY 11356- 0252		See Column 2

NAME OF DEBTOR (AND FEDERAL TAX I.D. NO.)	CHIEF EXECUTIVE OFFICE	ADDITIONAL PLACES OF BUSINESS	LOCATION OF COLLATERAL HELD BY DEBTOR
Forest Electric Corp. (New York Corporation) Tax I.D. 13-2931692 Org. No. None	2 Penn Plaza, Fl. 4 New York, NY 10121	160 Rarritan Ctr. Parkway, Suite 18 Edison, NJ 08837	See Column 2 & 3
Welsbach Electric Corp. of L.I. (New York Corporation) Tax I.D. 11-2354251 Org. No. None	300 Newtown Road Plainview, NY 11803		See Column 2
Penguin Maintenance and Services Inc (Delaware Corporation) Tax I.D. 13-3597209 Org. No.. 2251604	26 West Street Brooklyn, NY 11222		See Column 2
Penguin Air Conditioning Corp. (New York Corporation) Tax I.D. 11-1684185 Org. No. None	26 West Street Brooklyn, NY 11222		See Column 2
J.C. Higgins Corp. (Delaware Corporation) Tax I.D. 13-3571014 Org. No. 2232450	70 Hawes Way, Fl. 2 Stoughton, MA 02072	d/b/a Tucker Mechanical 367 Research Parkway Meriden, CT 06450	See Column 2 & 3
Duffy Mechanical Corp. (Maryland Corporation) Tax I.D. 52-1881419 Org. No. D03916020	15875 Commerce Court Upper Marlboro, MD 20772		See Column 2
EMCOR Mechanical/Electrical Services (Midwest), Inc. (Delaware Corporation) Tax I.D. 13-3662963 Org. No. 2294787	101 Merritt Seven Norwalk, CT 06851		See Column 2
JWP/Hyre Electric Co. of Indiana, Inc. (Delaware Corporation) Tax I.D. 13-3620104 Org. No. 2267293	2655 Garfield Avenue Highland, IN 46322		See Column 2
EMCOR Midwest, Inc. (Delaware Corporation) Tax I.D. 36-2811472 Org. No. 0868074	101 Merritt Seven Norwalk, CT 06851		See Column 2
Gibson Electric Co., Inc. (New Jersey Corporation) Tax I.D. 36-2819450 Org. No. 0100081753	2100 South York Road Oak Brook, IL 60521-1916	1336 Gladstone Avenue Waukegan, IL 60085	See Column 2

NAME OF DEBTOR (AND FEDERAL TAX I.D. NO.)	CHIEF EXECUTIVE OFFICE	ADDITIONAL PLACES OF BUSINESS	LOCATION OF COLLATERAL HELD BY DEBTOR
Unique Construction Company (Illinois Corporation) 36-3135923 Org. No. 52467497	2100 South York Road Oak Brook, IL 60521-1916		See Column 2
F. J. O'Toole Company (Delaware Corporation) 38-3443646 Org. No. 2978202	22925 Industrial Drive West St. Clair Shores, MI 48080-1186		See Column 2
EMCOR Mechanical/Electrical Services (West), Inc. (Delaware Corporation) Tax I.D. 13-3667152 Org. No. 2298238	101 Merritt Seven Norwalk, CT 06851		See Column 2
University Mechanical & Engineering Contractors, Inc. (California Corporation) Tax I.D. 95-2505229 Org. No. 527647	1168 Fesler Street El Cajon, CA 92020	795 South Lugo Avenue San Bernardino, CA 92408	See Columns 2 & 3
Pace Mechanical Services, Inc. (Michigan Corporation) Tax I.D. 38-2818065 Org. No. 488043	6060 Hix Road Westland, MI 48185		See Column 2
University Mechanical & Engineering Contractors, Inc. (Arizona Corporation) Tax I.D. 86-6052121 Org. No. 0059955-4	1200 North Sickles Road Tempe, AZ 85281		See Column 2
Hansen Mechanical Contractors, Inc. (Nevada Corporation) Tax I.D. 88-0111028 Org. No. C324-1971	6325 South Valley View Boulevard Las Vegas, NV 89118		See Column 2
Design Air, Limited (Washington Corporation) Tax I.D. 91-1059494 Org. No. 600 314 241	801 N. Central Street Kent, Washington 98032		See Column 2
Trautman & Shreve, Inc. (Colorado Corporation) Tax I.D. 13-3630476 Org. No. 19911078279	4406 Race Street Denver, CO 80216		See Column 2
EMCOR Mechanical/Electrical Services (South), Inc. (Delaware Corporation) Tax I.D. 13-3667150 Org. No. 2298239	101 Merritt Seven Norwalk, CT 06851		See Column 2

NAME OF DEBTOR (AND FEDERAL TAX I.D. NO.)	CHIEF EXECUTIVE OFFICE	ADDITIONAL PLACES OF BUSINESS	LOCATION OF COLLATERAL HELD BY DEBTOR
EMCOR Gowan, Inc. (Texas Corporation) Tax I.D. 74-1540300 Org. No. 0022008300	5550 Airline Drive Houston, TX 77076		See Column 2
Inte-Fac Corp. (New York Corporation) Tax I.D. 11-2891701 Org. No. None	26 West Street Brooklyn, NY 11222		See Column 2
MES Holdings Corporation (Delaware Corporation) Tax I.D.13-3789450 Org. No. 2441388	101 Merritt Seven Norwalk, CT 06851		See Column 2
R. S. Harritan & Company, Inc. (Virginia Corporation) Tax I. D. 54-1058702 Org. No. 179532	2941 Space Road Richmond, VA 23234		See Column 2
Labov Mechanical, Inc. (Delaware Corporation) Tax I.D. 22-3480932 Org. No. 2693486	6754 W. Washington Avenue Pleasantville, NJ 08232		See Column 2
Labov Plumbing, Inc. (Delaware Corporation) Tax I. D. 22-3480938 Org. No. 2693386	6754 W. Washington Avenue Pleasantville, NJ 08232		See Column 2
Dynalectric Company of Ohio (Ohio Corporation) Tax I.D. 13-3636476 Org. No. 807660	2300 International Street Columbus, OH 43228		See Column 2
Dynalectric of Michigan, Inc. formerly known as John Miller Electric Company (Delaware Corporation) Tax I.D. 38-3399706 Org. No. 2822379	1100 Combercmere Troy, Michigan 48083		See Column 2
The Fred B. DeBra Co. (Delaware Corporation) Tax I. D. 31-1615931 Org. No. 2945595	3876 Southern Avenue Cincinnati, OH 45227		See Column 2

NAME OF DEBTOR (AND FEDERAL TAX I.D. NO.)	CHIEF EXECUTIVE OFFICE	ADDITIONAL PLACES OF BUSINESS	LOCATION OF COLLATERAL HELD BY DEBTOR
Marelich Mechanical Co., Inc. (California Corporation) Tax I. D. 94-3305355 Org. No. C2114848	3108 Diablo Avenue Hayward, CA 94595	1000 North Kraemer Place Anaheim, CA 92806 15800 S. Avalon Blvd. Compton, CA 90220 1679 Enterprise Blvd. Sacramento, CA 95691	See Column 2 and 3
Newcomb Anderson Associates (California Corporation) Tax I. D. 94-2911968 Org. No. C1145965	755 Sansome Street, Suite 500 San Francisco, CA 94122		See Column 2
Zack Power & Industrial Company (Delaware Corporation) Tax I. D. 13-3599686 Org. No. 2253249	101 Merritt Seven Norwalk, CT 06851		See Column 2
Northern O & M Consulting Group, Inc. (California Corporation) Tax I. D. 77-0492421 Org. No. C2118414	3215 Fairhaven Drive Bakersfield, CA 93308		See Column 2
Dynalectric Company (Delaware Corporation) Tax I. D. 52 0973205 Org. No. 2722041	1420 Spring Hill Road, #500 McLean, VA 22102	3145 Northwoods Parkway, Suite 800 Norcross, GA 30071 300 Walnut Street Owensboro, KY 42301 D/b/a Ferguson Dynalectric of Colorado 1410 Ford Street. Colorado Springs, CO 80915 345 Sheridan Boulevard Denver, Co 80226 3555 W. Oquendo Road Las Vegas, NV 89118 9505 Chesapeake Drive San Diego, CA 92123 22930 Shaw Road Dulles, VA 20166 2904 Southwest First Avenue Portland, OR 97201 497 Mueller Lane Newport News, VA 23606	See Columns 2 and 3

NAME OF DEBTOR (AND FEDERAL TAX I.D. No.)	CHIEF EXECUTIVE OFFICE	ADDITIONAL PLACES OF BUSINESS	LOCATION OF COLLATERAL HELD BY DEBTOR
		5801 Miami Lakes Drive Miami Lakes, FL 33014	
		312 Martin Avenue Santa Clara, CA 95050	
		d/b/a Wasatch Electric 1574 South West Temple Salt Lake City, UT 84115	
Dyn Specialty Contracting, Inc. (Virginia Corporation) Tax I. D. 54-1391959 Org. No. 295431	1420 Spring Hill Road, #500 McLean, VA 22102		See Column 2
KDC Inc. (California Corporation) Tax I. D. 95-3041910 Org. No. 770706	4462 Corporate Center Drive Los Alamitos, CA 90720	d/b/a KDC Systems 4462 Corporate Center Drive Los Alamitos, CA 90720	See Columns 2 and 3
		d/b/a KDC Systems 2904 S. W. First Avenue Portland, OR 97201	
Contra Costa Electric, Inc. (California Corporation) Tax I.D. 94-1246332 Org. No. C0273069	825 Howe Road Martinez, CA 94553	3208 Landco Drive Bakersfield, CA 93308	See Columns 2 and 3
Dynalectric Company of Nevada (Nevada Corporation) Tax I. D. 88-0071985 Org. No. C238-1958	1420 Spring Hill Road, #500 McLean, VA 22102		See Column 2
B & B Contracting & Supply Company (Texas Corporation) Tax I. D. 75-2238542 Org. No. 0108448700	1420 Spring Hill Road, #500 McLean, VA 22102		See Column 2
Balco, Inc. (Massachusetts Corporation) Tax I.D. 04-2068819 Org. No. None	306 Northern Avenue Boston, MA 02205-9022		See Column 2

NAME OF DEBTOR (AND FEDERAL TAX I.D. NO.)	CHIEF EXECUTIVE OFFICE	ADDITIONAL PLACES OF BUSINESS	LOCATION OF COLLATERAL HELD BY DEBTOR
Building Technology Engineers, Inc. (Massachusetts Corporation) Tax I.D. 04-2765026 Org. No. None	306 Northern Avenue Boston, MA 02205-9022	481 North Frederick Avenue, Suite 420 Gaithersburg, MD 20877	See Column 2
		535 State Highway, Route 38, Suite 160 Cherry Hill, NJ 08802	
		1560 Brookhollow Drive, Suite 220 Santa Ana, CA 92705	
		16404 North 1 st Drive Phoenix, AZ 85023	
		501 S. Elder Drive Broken Arrow, OK 74012	
		7750 France Avenue South, Suite 770- Bloomington, MN 55435	
		201 S. Orange Ave., Suite 1500 Orlando, FL 32801	
Rollins, King & McKone & Associates, Inc. (New Hampshire Corporation) Tax I.D. 02-0310520 Org. No. None	101 Merritt Seven Norwalk, CT 06851		See Column 2
BTE Service, Inc. (Massachusetts Corporation) Tax I.D. 04-3035705 Org. No. None	101 Merritt Seven Norwalk, CT 06851		See Column 2
Monumental Investment Corporation (Maryland Corporation) Tax I.D. 52-122529 Org. No. D01289180	101 Merritt Seven Norwalk, CT 06851		See Column 2
The Poole and Kent Corporation (Maryland Corporation) Tax I.D. 52-0712306 Org. No. D00174466	4530 Hollins Ferry Road Baltimore, MD 21227		See Column 2

NAME OF DEBTOR (AND FEDERAL TAX I.D. NO.)	CHIEF EXECUTIVE OFFICE	ADDITIONAL PLACES OF BUSINESS	LOCATION OF COLLATERAL HELD BY DEBTOR
The Poole and Kent Company (Maryland Corporation) Tax I.D. 52-0017984 Org. No. D00174458	4530 Hollins Ferry Road Baltimore, MD 21227	1781 N. W. North River Drive Miami, FL 33125 1715 Lemon Street Tampa, FL 33606 901 North Pointy Parkway, Suite 104 West Palm Beach, FL 33407	See Columns 2 & 3
Poole and Kent-Connecticut, Inc. (Maryland Corporation) Tax I.D. 52-2060611 Org. No. D04800199	4530 Hollins Ferry Road Baltimore, MD 21227		See Column 2
Poole and Kent -- New England, Inc. (Maryland Corporation) Tax I.D. 52-1847753 Org. No. D03688207	4530 Hollins Ferry Road Baltimore, MD 21227		See Column 2
Monumental Heating, Ventilating and Air Conditioning Contractors, Inc. (Maryland Corporation) Tax I.D. 52-1947536 Org. No. D04254868	4530 Hollins Ferry Road Baltimore, MD 21227		See Column 2
Forti/Poole and Kent, L. L. C. (Maryland LLC) Tax I.D. 52-1952168 Org. No. W04265096	4530 Hollins Ferry Road Baltimore, MD 21227		See Column 2
Environmental Engineering Company (Maryland Corporation) Tax I.D. 52-1101150 Org. No. D00816454	4530 Hollins Ferry Road Baltimore, MD 21227		See Column 2
HVAC, Ltd. (Maryland Corporation) Tax I.D. 52-1101152 Org. No. D00816884	4530 Hollins Ferry Road Baltimore, MD 21227		See Column 2
Atlantic Coast Mechanical, Inc. (Maryland Corporation) Tax I.D. 52-1294562 Org. No. DO1557800	5804 Lease Lane Raleigh, NC 27617		See Column 2
Great Monument Construction Company (Maryland Corporation) Tax I.D. 52-1272882 Org. No. D01495571	101 Merritt Seven Norwalk, CT 06851		See Column 2

NAME OF DEBTOR (AND FEDERAL TAX I.D. NO.)	CHIEF EXECUTIVE OFFICE	ADDITIONAL PLACES OF BUSINESS	LOCATION OF COLLATERAL HELD BY DEBTOR
Poole and Kent Distributors, Inc. (Maryland Corporation) Tax I.D. 52-1962769 Org. No. D04331476	101 Merritt Seven Norwalk, CT 06851		See Column 2
EMCOR-CSI Holding Co. (Delaware Corporation) Tax I.D. 45-0468523 Org. No. 3486633	101 Merritt Seven Norwalk, CT 06851		See Column 2
American Mechanical Inc. (Michigan Corporation) Tax I.D. 38-2516987 Org. No. 379454	4260 Edgeland Avenue Royal Oak, MI 48073		See Column 2
Border Electric Co., L.P. (Texas Limited Partnership) Tax I. D. 74-1896747 Org. No. 0012427910	6936 Commerce Avenue El Paso, TX 79915		See Column 2
Border Mechanical Co., L. P. (Texas Limited Partnership) Tax I.D. 74-2393001 Org. No. 0012428010	6936 Commerce Avenue El Paso, TX 79915		See Column 2
Central Mechanical Construction Co., Inc. (Delaware Corporation) Tax I.D. 48-1206717 Org. No. 2892099	631 Pecan Circle Manhattan, KS 66502	725 NE Highway 24 Topeka, KS 66608 506 East 23 rd Lawrence, KS 66046	See Columns 2 & 3
CS48 Acquisition Corp. (Delaware Corporation) Org. No. 2955782	101 Merritt Seven Norwalk, CT 06851		See Column 2
CSUSA Holdings L. L. C. (Delaware Corporation) Org. No. 3467627	101 Merritt Seven Norwalk, CT 06851		See Column 2
E.L. Pruitt Company (Delaware Corporation) Tax I.D. 74-2885005 Org. No. 2886382	123 S. 10 th Street, Suite 506 Mt. Vernon, IL 62864	3090 Colt Road Springfield, IL 62707 1905 Princeton Avenue Marion, IL 62959	See Columns 2 & 3
F & G Mechanical Corporation (Delaware Corporation) Tax I.D. 52-2086596 Org. No. 2850884	348 New County Road Secaucus, NJ 07094	2400 83 rd Street North Bergen, NJ 07047	See Columns 2 & 3
F & G Plumbing, Inc. (New Jersey Corporation) Tax I.D. 03-0451478 Org. No. 0100873145	348 New County Road Secaucus, NJ 07094	2400 83 rd Street North Bergen, NJ 07047	See Columns 2 & 3

NAME OF DEBTOR (AND FEDERAL TAX I.D. NO.)	CHIEF EXECUTIVE OFFICE	ADDITIONAL PLACES OF BUSINESS	LOCATION OF COLLATERAL HELD BY DEBTOR
Gotham Air Conditioning Service, Inc. (Delaware Corporation) Tax I.D. 74-2897576 Org. No. 2930475	24-37 46 th Street Long Island City, NY 11103		See Column 2
Hillcrest Sheet Metal, Inc. (Delaware Corporation) Tax I.D. 74-28665426 Org. No. 2788607	4540 Easton Drive Bakersfield, CA 93309		See Column 2
Kilgust Mechanical, Inc. (Delaware Corporation) Tax I.D. 74-2889305 Org. No. 2913106	6950 Gisholt Drive Madison, WI 53713		See Column 2
Kuempel Service, Inc. (Ohio Corporation) Tax I.D. 31-1016978 Org. No. 581186	3876 Southern Avenue Cincinnati, OH 45337	1725 East Woodman Drive Dayton, OH 45420	See Columns 2 & 3
Lowrie Electric Company, Inc. (Tennessee Corporation) Tax I.D. 62-1232167 Org. No. 0154850	7520 Bartlett Corporate Cove, East Bartlett, TN 38133	105 E. Fourth Street Cincinnati, OH	See Column 2
Mandell Mechanical Corporation (New York Corporation) Tax I.D. 13-3163129 Org. No. None	250 West 57 th Street, Suite 1427-28 New York, NY 10107	24-37 46 th Street Long Island City, NY 11103	See Columns 2 & 3
Maximum Refrigeration & Air Conditioning, Corp. (Delaware Corporation) Tax I.D. 74-2889774 Org. No. 2892098	1310 Central Avenue Hillside, NJ 07205		See Column 2
Meadowlands Fire Protection Corp. (New Jersey Corporation) Tax I.D. 22-2525478 Org. No. 0100215829	30 Seaview Drive Secaucus, NJ 07094		See Column 2
Nogle & Black Mechanical, Inc. (Delaware Corporation) Tax I.D. 36-4193624 Org. No. 2800209	1406 W. Cardinal Court Urbana, IL 61803		See Column 2
North Jersey Mechanical Contractors, Inc. (New Jersey Corporation) Tax I.D. 22-2233335 Org. No. 0100076108	2 North Street, Suite 2B Waldwick, NJ 07463	2400 – 83 rd Street North Bergen, NJ 07047	See Columns 2 & 3
Shambaugh & Son, L.P. (Texas Limited Partnership) Tax I.D. 35-0965412 Org. No. 0012169710	7614 Opportunity Drive Fort Wayne, IN 46825	Shambaugh & Son, L.P. Detroit Fire Protection 21667 Melrose Avenue Southfield, MI 48075	See Columns 2 & 3

NAME OF DEBTOR (D FEDERAL TAX I.D. NO.)	CHIEF EXECUTIVE OFFICE	ADDITIONAL PLACES OF BUSINESS	LOCATION OF COLLATERAL HELD BY DEBTOR
		Shambaugh & Son, L.P. South Bend Mechanical 13738 E. Jefferson Blvd. Mishawaka, IN 46545	
		Shambaugh & Son, L.P. Ed Grace Division 2000 North 9 th St. Road Lafayette, IN 47904	
		Advanced Systems Computer Consultants 4711 Speedway Drive Fort Wayne, IN 46825	
		Shambaugh & Son, L.P. Lafayette Electric Division 2600 North 9 th St. Road Lafayette, IN 47904	
		Shambaugh & Son, L.P. Toledo Fire Protection 212 West Wayne Street Maumee, OH 43537	
		Shambaugh & Son, L.P. Indianapolis Electric Division 1010 E. Summer Avenue Indianapolis, IN 46227	
		D/b/a Havel Brothers 7525 DiSalle Blvd. Fort Wayne, IN 46825	
		D/b/a Havel Brothers Sugar Maple Court South Bend, IN 46628	
		D/b/a Havel Brothers 5128 W 79 th Street Indianapolis, IN 46268	
		Shambaugh & Son, L.P. Guardian Fire Protection 1410 Jeffrey Drive Addison, IL 60101	
		Shambaugh & Son, L.P. South Bend Fire Protection 13738 E. Jefferson Blvd. Mishawaka, IN 46545	
		D/b/a Havel Brothers 8233 Neptune, Suite 1 Kalamazoo, MI 49009	

NAME OF DEBTOR (AND FEDERAL TAX I.D. NO.)	CHIEF EXECUTIVE OFFICE	ADDITIONAL PLACES OF BUSINESS	LOCATION OF COLLATERAL HELD BY DEBTOR
		PHVAC Fab 7720 Opportunity Drive Fort Wayne, IN 46825	
		Shambaugh & Son, L.P. 6248 Preston Avenue Livermore, CA 9455	
Temprite Air Conditioning and Refrigeration, Inc. (Delaware Corporation) Tax I.D. 74-28890214 Org. No. 2872677	c/o North Jersey Maximum Mechanical 2 North Street, Suite 2B Waldwick, NJ 07463		See Column 2
The Fagan Company (Kansas Corporation) Tax I.D. 48-1206719 Org. No. 630954	3125 Brinkerhoff Road Kansas City, KS 66115	87 Shawnee Kansas City, KS 66105	See Columns 2 & 3
		14 East First Street Ft. Scott, KS 66701	
		2118 West Harry Wichita, KS 67213	
		2835 East Division, Suite D Springfield, MO 65803	
Walker-J-Walker, Inc. (Tennessee Corporation) Tax I.D. 62-0670076 Org. No. 0033339	4067 New Getwell Road Memphis, TN 38118		See Column 2

SCHEDULE B**TRADE NAMES**

DEBTOR'S NAME	PRIOR LEGAL NAME	TRADE NAMES/ NAMES IN PAST 5 YEARS	JURISDICTION WHERE SUCH TRADE NAME IS USED
EMCOR Group, Inc.	JWP Inc.	None	NY, CT
Gibson Electric Co., Inc.		JWP Gibson Electric Communication & Data Services Gibson Technologies Astro Electrical Contractors Gibson Electric & Technologies	IL IL IL IL
EMCOR Midwest, Inc.	JWP Midwest		IL
Heritage Air Systems Inc.		Heritage Sheet Metal Fabricators, Inc. JWP Heritage Air Systems	NY NY
		EMCOR Service Heritage Air Systems	NY
Forest Electric Corp.		JWP Integrated Communications Services JWP Forest Electric Corp. Forest Datacom Services Broadway Maintenance Corp. Forest Technology Forest Power Solutions	NY, NJ NY, NJ NY, NJ NY, NJ
EMCOR Gowan, Inc.		Gowan Holding Company, Inc. Gowan, Inc. The Warren Company Inc.	TX TX TX TX TX

DEBTOR'S NAME	PRIOR LEGAL NAME	TRADE NAMES/ NAMES IN PAST 5 YEARS	JURISDICTION WHERE SUCH TRADE NAME IS USED
			TX
		Gowco JWP Gowan, Inc. Systems Commissioning	
		EMCOR Service Gowan	
		EMCOR Service Gowan, Inc.	
JWP/Hyre Electric Co. of Indiana, Inc.		Hyre Electric Co. JWP Electrical Services of Ohio Hyre Electric Company of Indiana	IN, IL, OH IN, IL, OH IN, IL, OH
EMCOR International Inc.		JWP International Inc.	NY, CT
J.C. Higgins Corp.		Gibbs McAllister Service Company, Inc. Gibbs McAllister Inc. Gibbs McAllister Service Company JWP/J.C. Higgins Corp.	MA, RI, CT MA, RI, CT MA, RI, CT MA, RI, CT
		Tucker Mechanical EMCOR Service Tucker Mechanical J. C. Higgins Service Company	CT CT MA
Penguin Maintenance and Services, Inc.		EMCOR Service Penguin Air Broadway Electrical Maintenance	NY NY
EMCOR Construction Holding Services, Inc.	EMCOR Mechanical/Electr ical Services, Inc.		

DEBTOR'S NAME	PRIOR LEGAL NAME	TRADE NAMES/ NAMES IN PAST 5 YEARS	JURISDICTION WHERE SUCH TRADE NAME IS USED
	JWP Mechanical/Electrical Services, Inc.		
EMCOR Mechanical/ Electrical Services (East), Inc.	JWP Mechanical/Electrical Services (East), Inc.		CT
EMCOR Mechanical/ Electrical Services (Midwest), Inc.	JWP Mechanical/Electrical Services Midwest		CT
EMCOR Mechanical/ Electrical Services (West), Inc.	JWP Mechanical/Electrical Services (West), Inc.		CT
EMCOR Mechanical/ Electrical Services (South), Inc.	JWP Mechanical/Electrical Services (South), Inc.		NY, CT
University Mechanical & Engineering Contractors, Inc. (Arizona Corporation)	JWP Mechanical Services, Inc.		AZ, CA
Penguin Air Conditioning Corp.	EMCOR/Penguin Air Conditioning Corp JWP Penguin Air Conditioning Corp. JWP Maintenance and Service	EMCOR Service Penguin Air	NY

DEBTOR'S NAME	PRIOR LEGAL NAME	TRADE NAMES/ NAMES IN PAST 5 YEARS	JURISDICTION WHERE SUCH TRADE NAME IS USED
Trautman & Shreve, Inc.	JWP Trautman & Shreve		CO
Welsbach Electric Corp.	JWP Welsbach Electric Corp.	Broadway Maintenance	NY
		Serota Sign	NY
		Tech Services	NY
		Broadway Lighting	NY
		AZCO Modular Structures	NY
		Tech Serv	NY
Welsbach Electric Corp. of L.I.	JWP Welsbach Electric Corp. of L.I.	Broadway Maintenance	NY
		Forest/Welsbach	NY
		Technical Services	NY
University Mechanical & Engineering Contractors, Inc. (California Corporation)	JWP West, Inc.	Spiro-Loc	CA
Pace Mechanical Services, Inc.	T.L. Cholette, Inc.	EMCOR Service Pace Mechanical Services	MI
		EMCOR Service Pace Mechanical	MI
Inte-Fac Corp.		None	NY
Hansen Mechanical Contractors, Inc.		None	NV
Heritage Air Systems		EMCOR Service	

DEBTOR'S NAME	PRIOR LEGAL NAME	TRADE NAMES/ NAMES IN PAST 5 YEARS	JURISDICTION WHERE SUCH TRADE NAME IS USED
Inc.		Heritage Air Systems	
R. S. Harritan & Company, Inc.		None	VA
Labov Mechanical, Inc.		Labov Mechanical Contractors	NJ
Labov Plumbing, Inc.		None	NJ
The Fred B. DeBra Co.		DeBra Kuempel	OH
		EMCOR Service DeBra- Kuempel	
Dynalectric Company of Ohio		JWP Technical Services of Ohio, Inc.	OH
Dynalectric of Michigan, Inc.	John Miller Electric Company	Comstock Canada, Ltd.	DE/MI
Contra Costa Electric, Inc.		None	
B & B Contracting and Supply Company		None	
Northern O & M Consulting Group, Inc.	Northern Digital, Inc. RYAN/NDI, Inc.		DE/CA
Marelich Mechanical Co., Inc.	MAR Mechanical	Central Systems Specialist	CA
		University Marelich Mechanical	
Newcomb Anderson Associates		EMCOR Energy Services	CA
Zack Power & Industrial Company	JWPZack Inc.		CT, FL, KY, IL, IN, MA, MD MI, NJ, NY, OH, PA, RI, TN, UT, VA, WI, DC

DEBTOR'S NAME	PRIOR LEGAL NAME	TRADE NAMES/ NAMES IN PAST 5 YEARS	JURISDICTION WHERE SUCH TRADE NAME IS USED
EMCOR Facilities Services, Inc.		EMCOR Energy Services EMCOR Industrial Services Consulting Group Efacilities	CA, WA, CT MA
Dynalectric Company		Dynatran Kirkwood Dynalectric Grasle Electric KDC Systems Lera Electric Wasatch Dynalectric-Kennedy Company Dynalectric Contractors, Inc.	VA CA OR/CA WA OR/CA UT, OR CO, PA
KDC Inc.	JWP Systems/Kirkwood Electric Co., Inc.	EMCOR Construction Services, Inc. Kirkwood Dynalectric Dynatran KDC Systems Dynalectric Grasle Electric	CA
EMCOR Technologies, Inc.	EMCOR Construction Services, Inc.	EMCOR Energy Services EMCOR Telecom	CT, NH, NY CT
MES Holdings Corporation			
F.J. O'Toole Company		Dynalectric of Michigan	

DEBTOR'S NAME	PRIOR LEGAL NAME	TRADE NAMES/ NAMES IN PAST 5 YEARS	JURISDICTION WHERE SUCH TRADE NAME IS USED
Unique Construction Company		None	
Mesa Energy Systems, Inc.		VSD Variable Speed Drives EMCOR Service Mesa EMCOR Service VSD Emcor Service	
Dynalectric Company of Nevada			
Balco, Inc.		EMCOR Service Balco/J.C. Higgins	
Building Technology Engineers, Inc.		BTE (Massachusetts) BTE of Massachusetts Building Operations Technologies of Mass	MA MA MA
Rollins, King, McKone & Associates, Inc.			
BTE Service, Inc.			
Monumental Investment Corporation			
The Poole and Kent Corporation			
Poole and Kent-Connecticut, Inc.			
Poole and Kent - New			

DEBTOR'S NAME	PRIOR LEGAL NAME	TRADE NAMES/ NAMES IN PAST 5 YEARS	JURISDICTION WHERE SUCH TRADE NAME IS USED
England, Inc.			
Monumental Heating, Ventilating and Air Conditioning Contractors, Inc.			
Forti/Poole and Kent, LLC			
Environmental Engineering Company			
HVAC, Ltd.			
Atlantic Coast Mechanical, Inc.			
Great Monument Construction Company			
The Poole and Kent Company		EMCOR Service Poole and Kent	MD
		EMCOR Service Poole and Kent Northern Operations	MD
		EMCOR Service Poole and Kent Southern Operations	MD
Poole and Kent Distributors, Inc.		None	
EMCOR-CSI Holding Co.		None	
CSUSA Holdings L.L.C.		None	
CS48 Acquisition Corp.		None	

DEBTOR'S NAME	PRIOR LEGAL NAME	TRADE NAMES/ NAMES IN PAST 5 YEARS	JURISDICTION WHERE SUCH TRADE NAME IS USED
Shambaugh & Son, L.P.		Havel Brothers	IN, MI, OH, IL
		Ed Grace	IN, IL
		Guardian Fire Protection	IL, WIS
		Acoustics	MI, IN, IL, OH
		Advanced Systems Group	MI, IN, IL, OH
		Advanced Systems Computer Consultants	MI, IN, IL, OH
Border Electric Co., L.P.		None	
Border Mechanical Co., L.P.		None	
American Mechanical, Inc.		EMCOR Service American Mechanical	MI
Central Mechanical Construction Co., Inc.		None	
E.L. Pruitt Company		Automated Controls	ID
F & G Mechanical Corporation		None	
Gotham Air Conditioning Service, Inc.		None	
Hillcrest Sheet Metal, Inc.		Healthy Air Ducts	CA
Kilgust Mechanical, Inc.		None	
Kuempel Service, Inc.		EMCOR Service DeBra Kuempel	

DEBTOR'S NAME	PRIOR LEGAL NAME	TRADE NAMES/ NAMES IN PAST 5 YEARS	JURISDICTION WHERE SUCH TRADE NAME IS USED
Lowrie Electric Company, Inc.		None	
Mandell Mechanical Corporation		Heritage Mandell	NY
Maximum Refrigeration & Air Conditioning Corp.		None	
Meadowlands Fire Protection Corp.		None	
Nogle & Black Mechanical, Inc.		None	
North Jersey Mechanical Contractors, Inc.		NJM Temprite Services	NJ
		NJM Services	NJ
		North Jersey Maximum Mechanical	NJ
Temprite Air Conditioning and Refrigeration, Inc.		None	
The Fagan Company		KC Fab	
Walker-J-Walker, Inc.		None	

SCHEDULE C

INTELLECTUAL PROPERTY RIGHTS

1. Tradenames listed on Schedule B.
2. Registered and Pending Trademarks on pages C-1, C-2, C-3, C-4, C-5

EMCOR Group, Inc. – Schedule of Registered Trademarks

COUNTRY	MARK	STATUS	APPNO	REGNO	FILE	REG	OWNER
UNITED STATES	EMCOR & Design	REGISTERED	75/895,899	2,562,923	1/12/2000	4/23/2002	EMCOR Group, Inc.
UNITED STATES	EMCOR SERVICE	REGISTERED	75/895,801	2,575,099	1/12/2000	6/4/2002	EMCOR Group, Inc.
UNITED STATES	Design	REGISTERED	76/197,550	2,563,476	1/19/2001	4/23/2002	EMCOR Group, Inc.

EMCOR Group, Inc. – Schedule of All Trademarks

COUNTRY	MARK	STATUS	APPRO	REGNO	FILE	REG	OWNER
EUROPEAN UNION (CTM)	EFS	PENDING	002348464		8/22/2001		EMCOR Group, Inc.
EUROPEAN UNION (CTM)	FACILITIES SERVICES TO THE	PENDING	002347367		8/22/2001		EMCOR Group, Inc.
EUROPEAN UNION (CTM)	Design	PENDING	002303071		7/17/2001		EMCOR Group, Inc.
EUROPEAN UNION (CTM)	KNOWLEDGE IN ACTION	PENDING	002302230		7/16/2001		EMCOR Group, Inc.
EUROPEAN UNION (CTM)	THE POWER OF E	PENDING	002347656		8/22/2001		EMCOR Group, Inc.
EUROPEAN UNION (CTM)	EFS - FACILITIES	PENDING	002349108		8/22/2001		EMCOR Group, Inc.
EUROPEAN UNION (CTM)	FACILITIES EDGE	PENDING	002361426		9/3/2001		EMCOR Group, Inc.
EUROPEAN UNION (CTM)	FE (stylized)	PENDING	002348597		8/22/2001		EMCOR Group, Inc.
HONG KONG	Design	PENDING	2001/17858		11/1/2001		EMCOR Group, Inc.
HONG KONG	Design	PENDING	2001/17857		11/1/2001		EMCOR Group, Inc.
HONG KONG	KNOWLEDGE IN ACTION	PENDING	2001/1288		7/16/2001		EMCOR Group, Inc.
HONG KONG	KNOWLEDGE IN ACTION	PENDING	2001/1287		7/16/2001		EMCOR Group, Inc.
OMAN	FACILITIES SERVICES TO THE	PENDING	26201		8/21/2001		EMCOR Group, Inc.
OMAN	Design	PENDING	25926		7/17/2001		EMCOR Group, Inc.
OMAN	THE POWER OF E	PENDING	26200		8/21/2001		EMCOR Group, Inc.
OMAN	EFS - FACILITIES	PENDING	26204		8/21/2001		EMCOR Group, Inc.
OMAN	Design	PENDING	25927		7/17/2001		EMCOR Group, Inc.
OMAN	KNOWLEDGE IN ACTION	PENDING	25924		7/17/2001		EMCOR Group, Inc.
OMAN	KNOWLEDGE IN ACTION	PENDING	25925		7/17/2001		EMCOR Group, Inc.
OMAN	FACILITIES EDGE	PENDING	26274		9/3/2001		EMCOR Group, Inc.
OMAN	FACILITIES EDGE	PENDING	26275		9/3/2001		EMCOR Group, Inc.

COUNTRY	TMARK	STATUS	APNO	REGNO	FILE	REG	OWNER
OMAN	FACILITIES EDGE	PENDING	26276		9/3/2001		EMCOR Group, Inc.
OMAN	EFS	PENDING	26203		8/21/2001		EMCOR Group, Inc.
OMAN	FE (stylized)	PENDING	26202		8/21/2001		EMCOR Group, Inc.
SOUTH AFRICA	EFS - FACILITIES	PENDING	2001/13771		8/10/2001		EMCOR Group, Inc.
SOUTH AFRICA	Design	PENDING	2001/12318		7/17/2001		EMCOR Group, Inc.
SOUTH AFRICA	KNOWLEDGE IN ACTION	PENDING	2001/12275		7/16/2001		EMCOR Group, Inc.
SOUTH AFRICA	EFS - FACILITIES	PENDING	2001/13772		8/10/2001		EMCOR Group, Inc.
SOUTH AFRICA	EFS	PENDING	2001/13770		8/10/2001		EMCOR Group, Inc.
SOUTH AFRICA	KNOWLEDGE IN ACTION	PENDING	2001/12276		7/16/2001		EMCOR Group, Inc.
SOUTH AFRICA	THE POWER OF E	PENDING	2001/13773		8/10/2001		EMCOR Group, Inc.
SOUTH AFRICA	Design	PENDING	2001/12319		7/17/2001		EMCOR Group, Inc.
SOUTH AFRICA	FACILITIES EDGE	PENDING	2001/14993		8/29/2001		EMCOR Group, Inc.
SOUTH AFRICA	FACILITIES EDGE	PENDING	2001/14992		8/29/2001		EMCOR Group, Inc.
SOUTH AFRICA	FE (stylized)	PENDING	2001/14231		8/17/2001		EMCOR Group, Inc.
SOUTH AFRICA	FACILITIES EDGE	PENDING	2001/14991		8/29/2001		EMCOR Group, Inc.
SOUTH AFRICA	FACILITIES SERVICES TO THE	PENDING	2001/13774		8/10/2001		EMCOR Group, Inc.
UNITED ARAB EMR	EFS	PENDING	44913		10/30/2001		EMCOR Group, Inc.
UNITED ARAB EMR	KNOWLEDGE IN ACTION	PENDING	44907		10/30/2001		EMCOR Group, Inc.
UNITED ARAB EMR	KNOWLEDGE IN ACTION	PENDING	44908		10/30/2001		EMCOR Group, Inc.
UNITED ARAB EMR	FACILITIES EDGE	PENDING	44905		10/30/2001		EMCOR Group, Inc.
UNITED ARAB EMR	FACILITIES EDGE	PENDING	44904		10/30/2001		EMCOR Group, Inc.
UNITED ARAB EMR	FACILITIES EDGE	PENDING	44903		10/30/2001		EMCOR Group, Inc.

COUNTRY	TMARK	STATUS	APPNO	REGNO	FILE	REG.	OWNER
UNITED ARAB EMR	FE (stylized)	PENDING	44915		10/30/2001		EMCOR Group, Inc.
UNITED ARAB EMR	EFS - FACILITIES	PENDING	44912		10/30/2001		EMCOR Group, Inc.
UNITED ARAB EMR	Design	PENDING	44910		10/30/2001		EMCOR Group, Inc.
UNITED ARAB EMR	Design	PENDING	44909		10/30/2001		EMCOR Group, Inc.
UNITED ARAB EMR	THE POWER OF E	PENDING	44914		10/30/2001		EMCOR Group, Inc.
UNITED ARAB EMR	FACILITIES SERVICES TO THE	PENDING	44916		10/30/2001		EMCOR Group, Inc.
UNITED ARAB EMR	EFS - FACILITIES	PENDING	44911		10/30/2001		EMCOR Group, Inc.
UNITED KINGDOM	FE (stylized)	PENDING	2278750		8/23/2001		EMCOR Group, Inc.
UNITED KINGDOM	EFS	PENDING	2278738		8/23/2001		EMCOR Group, Inc.
UNITED KINGDOM	EFS - FACILITIES	PENDING	2278740		8/23/2001		EMCOR Group, Inc.
UNITED KINGDOM	FACILITIES SERVICES TO THE	PENDING	2278742		8/23/2001		EMCOR Group, Inc.
UNITED KINGDOM	THE POWER OF E	PENDING	2278743		8/23/2001		EMCOR Group, Inc.
UNITED STATES	FACILITIES EDGE	PENDING	76308,780		9/ 4/2001		EMCOR Group, Inc.
UNITED STATES	EFS - FACILITIES	PENDING	76296,814		8/ 8/2001		EMCOR Group, Inc.
UNITED STATES	KNOWLEDGE IN ACTION	PENDING	76197,324		1/19/2001		EMCOR Group, Inc.
UNITED STATES	FE (stylized)	PENDING	76297,396		8/ 8/2001		EMCOR Group, Inc.
UNITED STATES	EFS	ALLOWED	76123,985		9/ 7/2000		EMCOR Group, Inc.
UNITED STATES	EMCOR & Design	REGISTERED	75895,899	2,562,923	1/12/2000	4/23/2002	EMCOR Group, Inc.
UNITED STATES	FACILITIES SERVICES TO THE	PENDING	76296,634		8/ 8/2001		EMCOR Group, Inc.
UNITED STATES	THE POWER OF E	PENDING	76297,043		8/ 8/2001		EMCOR Group, Inc.
UNITED STATES	EVOLUTION OF SERVICE	PENDING	76036,532		4/24/2000		EMCOR Group, Inc.
UNITED STATES	EMCOR SERVICE	REGISTERED	75895,801	2,575,099	1/12/2000	6/ 4/2002	EMCOR Group, Inc.

COUNTRY	UNITED STATES	TMARK	Design	STATUS	REGISTERED	APPNO	76/197,550	REGNO	2,563,476	FILE	1/19/2001	REG	4/23/2002	OWNER	EMCOR Group, Inc.
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SCHEDULE D

INVESTMENT PROPERTY

60,000 shares of Colony Holdings Ltd.

SCHEDULE E

COMMERCIAL TORT CLAIMS

NONE

SCHEDULE F

SUPPLEMENT TO SECURITY AGREEMENT

THIS SUPPLEMENT TO SECURITY AGREEMENT (the "Supplement") is dated as of this _____ day of _____, 20__ from _____, a(n) _____ corporation/limited liability company/partnership (the "Debtor"), to Harris Trust and Savings Bank (the "Agent").

PRELIMINARY STATEMENTS

A. The Debtors and the Agent are parties to that certain Security Agreement dated as of September 26, 2002 (such Security Agreement, as the same may from time to time be amended, modified or restated, being hereinafter referred to as the "Security Agreement"). All capitalized terms used herein without definition shall have the same meanings herein as such terms are defined in the Security Agreement.

B. Pursuant to the Security Agreement, the Debtors granted to the Agent, among other things, a continuing security interest in all Commercial Tort Claims.

C. The Debtors have acquired a Commercial Tort Claim, and execute and deliver this Supplement to confirm and assure the Agent's security interest therein.

NOW, THEREFORE, in consideration of the benefits accruing to the Debtors, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. In order to secure payment of the Obligations, whether now existing or hereafter arising, the Debtors do hereby grant to the Agent a continuing lien on and security interest in the Commercial Tort Claim described below:

2. Schedule F (Commercial Tort Claims) to the Security Agreement is hereby amended to include reference to the Commercial Tort Claim referred to in Section 1 above. The Commercial Tort Claim described herein is in addition to, and not in substitution or replacement for, the Commercial Tort Claims heretofore described in and subject to the Security Agreement, and nothing contained herein shall in any manner impair the priority of the liens and security interests heretofore granted by the Debtors in favor of the Agent under the Security Agreement.

3. Each Debtor agrees to execute and deliver such further instruments and documents and do such further acts and things as the Agent may deem necessary or proper to carry out more effectively the purposes of this Supplement.

4. No reference to this Supplement need be made in the Security Agreement or in any other document or instrument making reference to the Security Agreement, any reference to the Security Agreement in any of such items to be deemed a reference to the Security Agreement as supplemented hereby. Each Debtor acknowledges that this Supplement shall be effective upon its execution and delivery by the Debtors to the Agent, and it shall not be necessary for the Agent to execute this Supplement or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

SCHEDULE G

ASSUMPTION AND SUPPLEMENTAL SECURITY AGREEMENT

THIS AGREEMENT dated as of this _____ day of _____, 200__ from [new debtor], a _____ corporation/limited liability company/partnership (the "New Debtor"), to Harris Trust and Savings Bank ("Harris"), as agent for the Secured Creditors (defined in the Security Agreement hereinafter identified and defined) (Harris acting as such Agent and any successor or successors to Harris in such capacity being hereinafter referred to as the "Agent");

WITNESSETH THAT:

WHEREAS, EMCOR Group, Inc. and certain other parties have executed and delivered to the Agent that certain Security Agreement dated as of September 26, 2002 or supplements thereto (such Security Agreement, as the same may from time to time be modified or amended, including supplements thereto which add additional parties as Debtors thereunder, being hereinafter referred to as the "Security Agreement") pursuant to which such parties (the "Existing Debtors") have granted to the Agent for the benefit of the Secured Creditors a lien on and security interest in such Existing Debtor's Collateral (as such term is defined in the Security Agreement) to secure the Obligations (as such term is defined in the Security Agreement) of the Borrowers referred to therein owing to the Agent and the Secured Creditors arising out of or related to the Credit Agreement referred to therein; and

WHEREAS, the Borrowers provide the New Debtor with substantial financial, managerial, administrative, technical and design support and the New Debtor will directly and substantially benefit from credit and other financial accommodations extended and to be extended by the Secured Creditors to the Borrowers;

NOW, THEREFORE, FOR VALUE RECEIVED, and in consideration of advances made or to be made, or credit accommodations given or to be given, to the Borrowers by the Secured Creditors from time to time, the New Debtor hereby agrees as follows:

1. The New Debtor acknowledges and agrees that it shall become a "Debtor" party to the Security Agreement effective upon the date the New Debtor's execution of this Agreement and the delivery of this Agreement to the Agent, and that upon such execution and delivery, all references in the Security Agreement to the terms "Debtor" or "Debtors" shall be deemed to include the New Debtor. Without limiting the generality of the foregoing, the New Debtor hereby repeats and reaffirms all grants (including the grant of a lien and security interest), covenants, agreements, representations and warranties contained in the Security Agreement as amended hereby, each and all of which are and shall remain applicable to the Collateral from time to time owned by the New Debtor or in which the New Debtor from time to time has any rights. Without limiting the foregoing, in order to secure payment of the Obligations, whether now existing or hereafter arising, the New Debtor does hereby grant to the Agent for the benefit of the Secured Creditors, and hereby agrees that the Agent has and shall continue to have for the

benefit of the Secured Creditors a continuing security interest in, among other things, all of the New Debtor's Collateral (as such term is defined in the Security Agreement), including, without limitation, all of the New Debtor's Receivables, Leases, General Intangibles, Inventory, Equipment, Investment Property, Pledged Notes, and all of the other Collateral described in , and subject to the limitations set forth in, Section 2 of the Security Agreement, each and all of such granting clauses being incorporated herein by reference with the same force and effect as if set forth in their entirety except that all references in such clauses to the Existing Debtors or any of them shall be deemed to include references to the New Debtor. Nothing contained herein shall in any manner impair the priority of the liens and security interests heretofore granted in favor of the Agent under the Security Agreement.

2. The New Debtor hereby acknowledges and agrees that the Obligations are secured by all of the Collateral according to, and otherwise on and subject to, the terms and conditions of the Security Agreement to the same extent and with the same force and effect as if the New Debtor had originally been one of the Existing Debtors under the Security Agreement and had originally executed the same as such an Existing Debtor.

3. All capitalized terms used in this Agreement without definition shall have the same meaning herein as such terms have in the Security Agreement, except that any reference to the term "Debtor" or "Debtors" and any provision of the Security Agreement providing meaning to such term shall be deemed a reference to the Existing Debtors and the New Debtor. Except as specifically modified hereby, all of the terms and conditions of the Security Agreement shall stand and remain unchanged and in full force and effect.

4. The New Debtor agrees to execute and deliver such further instruments and documents and do such further acts and things as the Agent may reasonably deem necessary or proper to carry out more effectively the purposes of this Agreement.

5. No reference to this Agreement need be made in the Security Agreement or in any other document or instrument making reference to the Security Agreement, any reference to the Security Agreement in any of such to be deemed a reference to the Security Agreement as modified hereby.

6. This Agreement shall be governed by and construed in accordance with the State of Illinois (without regard to principles of conflicts of law).

[NEW DEBTOR]

By _____
Its _____