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February 4, 1994

RECORDATION NO. **18689** FILED 1425

FEB -7 1994 10 05 AM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Subject: ICC Filing (Railroad Cars)

Ladies and Gentlemen:

Enclosed for recording pursuant to Section 11303 of Title 49 of the U.S. Code are two fully executed counterpart originals of a Security Agreement dated January 31, 1994 (the "Security Agreement"). The Security Agreement is a primary document as defined in 49 CFR § 1177.

The names and addresses of the parties to the Security Agreement are as follows:

Debtor/Mortgagor:

Gunderson, Inc.
4350 N.W. Front Avenue
Portland, Oregon 97210

Secured Party/Mortgagee:

United States National Bank of Oregon,
as Agent for Lenders
Oregon Corporate Banking
321 S.W. Sixth Avenue
Portland, Oregon 97204

Included in the property covered by the Security Agreement are railroad cars intended for use related to interstate commerce, or interests therein, owned by Gunderson, Inc., at the date of the Security Agreement or thereafter

MILLER, NASH, WIENER,
HAGER & CARLSEN

Interstate Commerce
Commission

- 2 -

February 4, 1994

manufactured or acquired by Gunderson, Inc., or its successors as owners of the railroad cars covered by the Security Agreement.

Also enclosed is a check in the amount of \$18 payable to the Interstate Commerce Commission for the recording fee.

Please return a stamped original of the Security Agreement to the undersigned.

A short summary of the Security Agreement to appear in the Commission's index is as follows:

Security Agreement dated January 31, 1994, between Gunderson, Inc., debtor/mortgagor, and United States National Bank of Oregon, as agent, secured party/mortgagee, covering all railroad car inventory now owned or hereafter manufactured or acquired by Gunderson, Inc., or its successors.

Very truly yours,



Catherine A. Shaw

**SECURITY AGREEMENT
(CHATTEL MORTGAGE)**

RECORDATION NO. **18689** FILED 1425
FEB - 7 1994 11 05 AM
INTERSTATE COMMERCE COMMISSION

DATE: January 31, 1994

BETWEEN: **GUNDERSON, INC.**, an Oregon corporation
4350 N.W. Front Avenue
Portland, Oregon 97210
Attention: Howard D. Werth

("Debtor")

AND: **UNITED STATES NATIONAL BANK OF OREGON**,
a national banking association
Oregon Corporate Banking
321 S.W. Sixth Avenue
Post Office Box 4412
Portland, Oregon 97204
Attention: Sally J. Williams, Vice President

("Secured Party")

1. Grant of Security Interest.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure payment and performance of the obligations described in Section 2, Debtor hereby grants to Secured Party, for itself and as agent for the group of banks consisting of itself and Bank of America Oregon, an Oregon state chartered banking corporation (collectively the "Banks" and each a "Bank"), a security interest in and to the following (collectively, the "Collateral"):

(a) all of Debtor's inventory (including finished inventory, work-in-process, and raw materials, whether related to railcar production, marine production or any other sale or manufacturing operations of Debtor), supplies, all accounts (including all rights under contracts to sell or lease goods or equipment or to render services, whether or not earned by performance, which are not evidenced by an instrument or chattel paper), contract rights, drafts, acceptances, notes, securities and other instruments, all chattel paper, documents, records, computer software and data, general intangibles and other forms of receivables, and all guaranties and securities therefor, including without limitation the property described below, now owned or hereafter acquired by Debtor, as well as the products and proceeds thereof:

(i) any and all patents, copyrights, registered and common law trademarks, trade names, service marks, service names, slogans, assumed names and other similar rights owned by Debtor or which it has the right to use in the conduct of its business, including, without limitation, any rights to Debtor's trade names;

(ii) all claims, causes of action, and other rights of Debtor that relate in any way to the ownership, operation, use, or lease of any of the Collateral; and

(iii) all rents, income, receipts, revenues, issues, profits and other income, liens, and security interests of any nature to which Debtor may now be or shall hereafter become entitled arising from the Collateral; and

(b) all equipment, fixtures, and goods described on Exhibit A as it may from time to time be amended to include additional equipment, fixtures, and goods, together with all accessions, parts, additions, substitutions, and replacements affixed thereto, as well as the products and proceeds thereof.

2. Obligations Secured.

This Agreement is given to secure (a) performance of the covenants and agreements hereinafter made, (b) payment of all indebtedness now or hereafter owing to Secured Party or any Bank by Debtor, including performance of the covenants and agreements under that certain Term Loan and Revolving Loan Agreement of even date herewith among Debtor, the Banks, and Secured Party, as agent for the Banks (the "Loan Agreement"), as evidenced by promissory notes of even date herewith in the initial maximum principal amount of \$30,000,000 (the "Notes"), and any and all renewals and extensions thereof whether or not evidenced by new or additional instruments, (c) performance of the covenants and provisions in all other agreements, certificates, guaranties, or other documents executed by Debtor in connection with the Loan Agreement and the Notes, and (d) payment of all advances, costs, expenses and reasonable attorney fees at trial, on appeal, or in any bankruptcy proceeding incurred by Secured Party or the Banks in servicing and enforcing the debts, obligations and liabilities of Debtor and in preserving, handling, protecting, collecting, foreclosing, disposing and otherwise realizing on any and all security therefor.

3. Warranties, Representations and Covenants of Debtor.

Debtor represents, warrants and covenants as follows:

(a) Except for Permitted Liens: (i) Debtor will keep the Collateral free and clear of any lien, encumbrance or security interest; (ii) Debtor will not mortgage, pledge, grant, or permit to exist a security interest or lien upon any of the Collateral, now owned or hereafter acquired; (iii) Debtor is, and as

to portions of the Collateral acquired after the date hereof, will be, the sole owner of the Collateral, free from any adverse lien, security interest, or adverse claim of any kind whatsoever, except for claims of persons claiming solely by, through or under Secured Party. No financing statement or other instrument affecting the Collateral, or rights therein, bearing the signature of, or otherwise authorized by, Debtor is on file in any public filing office, other than those giving rise to Permitted Liens. Debtor will notify Secured Party of any claim or demand against the Collateral and will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein, other than those persons whose claims or demands are based on Permitted Liens, and other than those persons claiming solely by, through or under Secured Party.

(b) Debtor's equipment and inventory are located in the state of Oregon. Debtor will notify Secured Party in the event it opens places of business in other states or comes to have Collateral located in other states. The Collateral is not used or bought for personal, family or household purposes.

(c) Debtor's principal place of business is in Portland, Oregon. Debtor will not move its principal place of business outside the state of Oregon. Debtor will not do business under any assumed business names except those of which Debtor has notified Secured Party as provided below. Debtor will immediately notify Secured Party in writing of the adoption or change of any assumed business name, and will, upon request of Secured Party, execute any additional financing statements or other certificates necessary to reflect the adoption or change in such name or names.

(d) Except as permitted in the Loan Agreement, Debtor will not sell, lease, transfer or otherwise dispose of any interest in any Collateral (other than in the ordinary course of business) without the prior written consent of Secured Party.

(e) Debtor will keep the Collateral in good condition and repair, and will not misuse, abuse, destroy, or allow to deteriorate or waste the Collateral or any part thereof, except for ordinary wear and tear of its normal and expected use in Debtor's business. Debtor will not use any of the Collateral in violation of any governmental law, rule, or regulation. Secured Party or its designee may examine and inspect the Collateral at all reasonable times, wherever located, and for that purpose is authorized by Debtor to enter any place or places where any part of the Collateral may be.

(f) Debtor will keep the Collateral fully insured against loss or damage by fire, theft, collision, and such other hazards as provided in Section 6.1(D) of the Loan Agreement.

(g) Debtor will pay promptly when due all taxes, license fees, and assessments on the Collateral. Debtor may withhold payment of any tax, license fee, or assessment in connection with a good faith dispute over the obligation to pay, so long as Secured Party's interest in the Collateral is not jeopardized. If a lien arises or is filed as a result of nonpayment, Debtor shall within 15 days after the lien arises or, if a lien is filed, within 15 days after Debtor has notice of the filing, secure the discharge of the lien or deposit with Secured Party cash or a sufficient corporate surety bond or other security satisfactory to Secured Party in an amount sufficient to discharge the lien plus any costs, attorney fees, or other charges that could accrue as a result of a foreclosure or sale under the lien.

(h) Debtor will promptly execute any document, alone or with Secured Party, procure any document, give any notices, do all other acts, and pay all costs associated with the foregoing that Secured Party determines are necessary to protect the Collateral against rights, claims or interests of third parties (except those arising from Permitted Liens or those claiming solely by, through or under Secured Party) and will otherwise preserve the Collateral as security hereunder.

(i) Debtor will not assert against Secured Party any claim or defense which Debtor may have against any other person with respect to the Collateral or any part thereof.

(j) Until foreclosure, Debtor will indemnify, defend, and hold Secured Party and the Banks harmless from and against any loss, liability, damage, cost and expense whatsoever arising from the use, operation, ownership or possession of the Collateral or any part thereof.

(k) Debtor shall promptly replace any material loss, theft, damage or destruction of any Collateral; provided that if all insurance proceeds covering such loss, theft, damage or destruction are promptly applied to the reduction of indebtedness under the Notes, then such failure to replace shall not constitute an Event of Default.

(l) At Closing, Debtor will deliver to Secured Party such other documents or instruments as Secured Party may request.

4. Preservation of Collateral by Secured Party.

If Debtor should fail to make any payment, perform or observe any other covenant, obligation or agreement, or take any other action which Debtor is obligated hereunder to make, perform, observe, take or do, then Secured Party may, at Secured Party's sole discretion, without notice to or demand upon Debtor and without releasing Debtor from any obligation, covenant, or agreement hereof, make, perform, observe, take or do the same in such manner and to such extent as Secured Party may deem necessary to

protect the security interest in or the value of the Collateral. Furthermore, Secured Party, in its sole discretion, may commence, appear or otherwise participate in any action or proceeding purporting to affect Secured Party's security interest in or the value or ownership of the Collateral. All sums expended or incurred by Secured Party pursuant to the foregoing authorizations (including attorney fees) shall be secured hereby and shall be due and payable within ten (10) days after demand and shall bear interest from the date of expenditure until the date of reimbursement at the Post-Default Rate.

5. Use of Collateral by Debtor.

So long as no Event of Default shall have occurred, Debtor may have possession of the Collateral (other than instruments delivered to Secured Party pursuant to this Agreement) and may use the Collateral in any lawful manner not inconsistent with this Agreement, the Loan Agreement, or any policy of insurance covering the Collateral.

Secured Party acknowledges and agrees that any buyer in the ordinary course of Debtor's business takes free of Secured Party's security interest. Without in any way limiting the generality of the preceding, Secured Party agrees that, except as to security interests specifically granted by TTX Company, its successors or assigns ("TTX"), to Debtor and its assigns, all rail cars purchased in the ordinary course of business by TTX pursuant to a Manufacturing Agreement or otherwise (whether or not such instruments are recorded with the Interstate Commerce Commission) shall not, following the delivery of such cars, be subject to any security interest in favor of Secured Party.

6. Events of Default.

TIME IS OF THE ESSENCE. Any of the following shall constitute an event of default under this Agreement ("Event of Default"):

(a) An Event of Default shall occur under this Agreement, the Loan Agreement, the Notes, or the Guaranty;

(b) Secured Party receives any evidence that Debtor has taken any action that is contrary to Debtor's grant to Secured Party of a security interest in the Collateral, and such default is not remedied within 30 days after notice to Debtor by Secured Party;

(c) Debtor fails to perform or observe any covenant, agreement, term, or promise contained herein or in any other agreement with Secured Party or the Banks to which Debtor is a party, and such performance or observance is not remedied within 30 Days from the earlier of the time an officer or director of Debtor obtains actual knowledge thereof or notice from Secured Party or the Banks;

(d) Any representation, warranty, or statement made herein proves to have been false or misleading in any material respect as of the time made; or

(e) Material loss, theft, destruction or disappearance of, or damage to, the Collateral, and such Collateral is not replaced within 30 days of such event (or such additional time as may be necessary to replace such Collateral by the exercise of reasonable diligence) or all insurance proceeds covering such loss, theft, destruction or disappearance are not promptly applied to the reduction of the indebtedness under the Notes.

7. Remedies Upon Default.

(a) Upon the occurrence of any Event of Default, Secured Party may, at its option and in addition to any other remedies provided by law, in this Agreement or in any other agreement with Secured Party to which Debtor is a party, do any one or more of the following, successively or concurrently:

(i) In accordance with Section 7.2 of the Loan Agreement, declare all indebtedness secured hereby to be immediately due and payable.

(ii) Either personally, or by means of a court appointed receiver, take possession of all or any of the Collateral and exclude therefrom Debtor and all others claiming under Debtor, and thereafter hold, store, use, operate, manage, lease, maintain and control the Collateral, make repairs, replacements, alterations, additions and improvements to the Collateral and exercise all rights and powers of Debtor with respect to the Collateral or any part thereof. Debtor hereby expressly waives any requirement that Secured Party or the receiver post a bond upon such appointment. In the event Secured Party demands or attempts to take possession of the Collateral in the exercise of any rights under this Agreement, Debtor shall turn over promptly and deliver complete possession thereof to Secured Party.

(iii) Without notice to or demand upon Debtor, make such payments and do such acts as Secured Party may deem necessary to protect Secured Party's security interest in the Collateral, including without limitation, (1) paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection therewith, and (2) in exercising its rights under this Section 7, collect, compromise, endorse, sell, or otherwise deal with Collateral or proceeds thereof in its own name or that of Debtor, with full power to endorse any certificates of title.

(iv) Require Debtor to deliver to Secured Party all original documents, drafts, acceptances, notes, securities, other instruments, and chattel paper. If any of the chattel paper covers property that is covered by certificates of title, then Debtor shall also deliver such certificates.

(v) Require Debtor to assemble the Collateral, or any portion thereof, at a place designated by Secured Party and reasonably convenient to both parties, and promptly to deliver such Collateral to Secured Party or its designee. Secured Party, and its agents and representatives and designees, shall have the right to enter upon any or all of Debtor's premises and property to exercise Secured Party's rights hereunder.

(vi) Notify account debtors or lessees of any Collateral that the Collateral has been assigned to Secured Party and the proceeds, lease payments, or other payments thereon shall be paid to Secured Party. Upon request of Secured Party, Debtor will also promptly notify account debtors and will indicate on all billings to account debtors that the accounts are payable to Secured Party, and will promptly notify lessees of Collateral that all lease payments are payable to Secured Party. Any and all proceeds thereafter received by Debtor shall be turned over to Secured Party daily in the exact form in which they are received.

(vii) Foreclose on the Collateral as herein provided or in any manner permitted by law, and exercise any and all of the rights and remedies conferred upon Secured Party or the Banks by the Loan Agreement, the Guaranty, or any other document executed by Debtor in connection with the indebtedness secured hereby, either concurrently or in such order as Secured Party may determine; and sell or cause to be sold in such order as Secured Party may determine, as a whole or in such parcels as Secured Party may determine, the Collateral without affecting in any way other rights or remedies to which Secured Party may be entitled.

(viii) Sell, lease or otherwise dispose of the Collateral at public sale, without having the Collateral at the place of sale, and upon terms and in such manner as Secured Party may determine. Secured Party, any Bank or Debtor may be a purchaser at any sale.

(ix) Exercise any remedies of a secured party under the Uniform Commercial Code of Oregon and of any other state in which Collateral is located.

(b) Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Secured Party shall give Debtor at least ten (10) days' prior written notice of the time and place of any intended public sale or of the time after which any intended private sale or other disposition of the Collateral is to be made, which notice shall be deemed reasonable.

(c) In the event of public or private sale of the Collateral, the proceeds, after payment therefrom of Secured Party's reasonable expenses of sale, reasonable attorney fees and other legal expenses incurred in connection therewith, shall be applied in satisfaction of the obligations secured hereby, and any surplus remaining shall be paid by Secured Party to Debtor. In the event the proceeds applied to such obligations are insufficient to pay the same in full, Debtor shall be liable for any deficiency and shall promptly pay the same to Secured Party. Any repossession or retaking or sale of the Collateral pursuant to the terms hereof shall not operate to release Debtor until full payment of any deficiency has been made in cash.

8. Payment of Costs of Collection.

In case of an Event of Default, or in case litigation is commenced to enforce or construe any term of this Agreement or the Notes or any other instrument evidencing indebtedness of Debtor to Secured Party or the Banks or of any other document or agreement executed hereunder, the losing party will pay to the prevailing party such amounts as shall be sufficient to cover the cost and expense of collection or enforcement, including, without limitation, reasonable attorney's fees and costs at trial, on appeal, and in any bankruptcy proceeding.

9. Power of Attorney.

Debtor does hereby irrevocably appoint Secured Party as its attorney-in-fact, with full power of substitution, upon the occurrence of an Event of Default, to execute any document or instrument, including any proofs of claim, to endorse any draft or other instrument for the payment of money, to execute releases, to negotiate settlements, to cancel any insurance referred to herein and to do all other things necessary or required to effect a settlement under any insurance policy or to take any action or perform any obligation or enforce any right with respect to the Collateral Debtor would have the right or power to do, all of which actions may be taken in Secured Party's own name. Secured Party agrees to give Debtor notice of any actions it has taken pursuant to its appointment as attorney-in-fact within a reasonable time after such action is taken, it being understood that the failure to give such notice will not revoke Secured Party's appointment as attorney-in-fact or invalidate any actions taken in such capacity. This power of attorney is a power coupled with an interest which cannot be revoked until payment in full of the whole amount then due and unpaid of the indebtedness of Debtor to Secured Party.

10. **Release of Collateral.** Notwithstanding Section 2 above, in the event that Debtor pays all amounts outstanding under the Term Loan and the Term Loan Commitment is terminated, Secured Party, for itself and as agent for the other Banks, agrees to release the

security interest in the Collateral described in Section 1(b), above; in the event that any of the Banks fail to extend the Revolving Loan Termination Date for any reason upon receipt of a written request from Borrower as provided in the definition of "Revolving Termination Date" in Section 1.1 of the Loan Agreement and Debtor subsequently pays all amounts outstanding under the Revolving Loan and the Revolving Loan Commitment is terminated, Secured Party, for itself and as agent for the other Banks, agrees to release the security interest in the Collateral described in Section 1(a), above. Notwithstanding the foregoing, Secured Party, for itself and as agent for the other Banks, agrees to release the security interest in all the Collateral upon payment of all of Debtor's Obligations and upon termination of both the Term Loan Commitment and the Revolving Loan Commitment.

11. **Miscellaneous.**

(a) **Notices.** All notices or other communications required or permitted hereunder shall be given to the appropriate party or parties and shall be effective as provided in the Loan Agreement.

(b) **Remedies Cumulative.** Any and all remedies herein expressly conferred upon Secured Party shall be deemed cumulative with and not exclusive of any other remedy conferred hereby or by law on Secured Party, and the exercise of any one remedy shall not preclude the exercise of any other.

(c) **Waiver.** Secured Party shall not be deemed to have waived any power, right, or remedy under this or any other agreement executed by Debtor unless the waiver is in writing signed by Secured Party. No delay in exercising Secured Party's power, right, or remedy shall be a waiver nor shall a waiver on one occasion operate as a waiver of such power, right, or remedy on a future occasion.

(d) **Further Assurances.** Debtor will join with Secured Party in executing, filing, and doing whatever may be necessary under applicable law to perfect and continue Secured Party's security interest in the Collateral now owned or hereafter acquired by Debtor, all at Debtor's expense.

(e) **Attorney Fees.** In the event of exercise of Secured Party's rights or remedies under this Agreement or under the Uniform Commercial Code, Debtor agrees to pay all costs, expenses, and reasonable attorney fees as the trial court or any appellate court may adjudge reasonable in any matter arising from or related to this Agreement, including claims and adversary proceedings in bankruptcy.

(f) **Expenses.** Whether or not the transactions contemplated hereby are consummated, Debtor shall bear all expenses incurred by it and by Secured Party arising from the preparation, negotiation, execution and delivery of this Agreement, the Loan Agreement, and all related documents, and the performance of all transactions contemplated thereby, including without limitation all fees and expenses of counsel to the Banks (not to exceed \$50,000 for fees of counsel to the Banks through the Closing).

(g) **Successors and Assigns.** This Agreement may not be assigned by Debtor without the prior written consent of Secured Party. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted respective successors and assigns. The Notes are separate instruments and may be negotiated, extended, or renewed by Secured Party without releasing Debtor, the Collateral, or any guarantor or co-maker.

(h) **Validity; Severability.** In the event that any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

(i) **Exhibits and Schedules.** Any exhibits or schedules attached to this Agreement and referred to herein are incorporated in this Agreement as if they were fully set forth in the text hereof.

(j) **Governing Law.** This Agreement shall be governed by and construed under the laws of the state of Oregon.

(k) **Counterparts; Headings.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement. Section headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

(l) **Amendment.** This Agreement can be modified or terminated only by a writing signed by Secured Party and Debtor.

(m) **Term of Security Agreement.** This Agreement shall remain in full force and effect as long as the Notes or any other indebtedness of Debtor to Secured Party or the Banks remains unpaid or outstanding, any commitment of the Banks under the Loan Agreement remains outstanding, or the Guaranty remains in effect.

(n) **Capitalized Terms.** Capitalized terms not defined herein shall have the respective meanings ascribed thereto in the Loan Agreement.

(o) **Include.** The terms "include," "including," and similar terms shall be construed as if followed by the phrase "without limitation."

(p) **Arbitration.** As and to the extent set forth in the Loan Agreement, the parties hereto may require that disputes arising hereunder be settled by binding arbitration.

(q) **Conflict with Loan Agreement.** To the extent that any term or provision contained in this Agreement conflicts with any term or provision contained in the Loan Agreement, the Loan Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

SECURED PARTY:

UNITED STATES NATIONAL BANK
OF OREGON

By *Salley Williams*
Title : Vice President

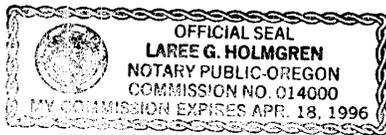
DEBTOR:

GUNDERSON, INC.

By *Howard D. Werth*
Title: Vice President

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

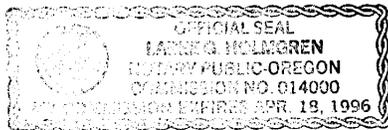
This instrument was acknowledged before me on January 28, 1994, by Howard D. Werth, as Vice President of Gunderson, Inc., an Oregon corporation.



Laree G. Holmgren
Notary Public for Oregon
My commission expires:

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on January 28, 1994, by Sally J. Williams as Vice President of United States National Bank of Oregon, a national banking association.



Larue D. Holmgren

Notary Public for Oregon
My commission expires:

EXHIBIT A TO SECURITY AGREEMENT
GUNDERSON, INCORPORATED
PORTLAND, OREGON
EQUIPMENT LIST

CURRENT FAIR
LIQUIDATION MARKET
VALUE VALUE

DESCRIPTION

PIPE SHOP

KALAMAZOO VTH-21 VERT. METAL CUTTING BAND SAW, CLAMPS,
HYD. PUMP, FEED TABLE, S/N 81/1/5

WELLS HORIZ. METAL CUTTING BAND SAW

CINCINNATI 3 HP 3 ph D.E. PED. GRINDER

PEERLESS MODEL HB-1014A HORIZ. METAL CUTTING BAND SAW,
COOLANT, DIGITALS FEED TABLE, S/N 132-89

DO ALL MODEL C10 HORIZ. METAL CUTTING BAND SAW, FEED TABLE,
COOLANT S/N 344-76171

PEERLESS MODEL VB 1820U VERT. METAL CUTTING BAND SAW, FEED
TABLE, COOLANT, S/N 37-88

RIDGID MODEL 535 PORTABLE PIPE THREADER, DIES, S/N 331318

WELLS MODEL 8M HORIZ. METAL CUTTING BAND SAW, W/MOTOR
S/N 12854

JOHNSON MODEL J HORIZ. METAL CUTTING BAND SAW, S/N J10336

KYSOR JOHNSON MODEL J HORIZ. METAL CUTTING BAND SAW,
S/N J21285

AMERICAN PIPE CO. HYD. PIPE BENDER, S/N 582

(2) PEDRICK HYD. PIPE BENDERS MODEL A7 5 HP HYD. PUMP,
S/N 2062, 9654

(3) GUNDERSON (CUSTOM) BUILT HYD. BENDING TABLES, W/5 HP
HYD. PUMP

PAULSON-NISSON 5 TON TRAVELING BRIDGE CRANE, 36 FT. SPAN,
S/N 12423

YALE 5 TON TRAVELING BRIDGE CRANE 36 FT. SPAN, S/N 12424

RIGGING LOFT

LOT OF RIGGING CONSISTING OF SLINGS, CHOCKERS, CABLE, PALLET
RACKS, CROSBY CLAMPS, SHACKLES, TURNBUCKLES, BLOCKS,
HEADACHE BALLS, ROPE, PLATE HOOKS, PLATE CLAMPS, MAGNETIC
CLAMPS, CHAIN, HOOKS, STEAM CLEANER, LADDERS, STAKE PLATE,
RACKS

EXHIBIT A

GUNDERSON, INCORPORATED
PORTLAND, OREGON
EQUIPMENT LIST

CURRENT FAIR
LIQUIDATION MARKET
VALUE VALUE

DESCRIPTION

MACHINE SHOP

AMERICAN PACEMAKER 14" X 126" CC Q.C.G.H. ENGINE LATHE W/T.A.,
3 & 4 JAW CHUCKS, 15-1000 R.P.M.S.S., S/N 68732-45

AMERICAN PACEMAKER 14" X 126" CC Q.C.G.H. ENGINE LATHE W/
3 & 4 JAW CHUCKS, 15-1000 R.P.M. S.S., S/N 68070-44

AMERICAN PACEMAKER 14" X 126" C.C. Q.C.G.H. ENGINE LATHE W/
T.A., 3 & 4 JAW CHUCKS, 15-1000 R.P.M. S.S. S/N 67554-43

AMERICAN PACEMAKER 20" X 192" Q.C.G.H. ENGINE LATHE W/T.A.
3 & 4 JAW CHUCKS, 12-800 RPM S.S.

LODGE & SHIPLEY 36" X 23" CC (26") ENGINE LATHE, 4 JAW CHUCK,
1.85-240 RPM S.S., S/N K 37610

POWERMATIC 21" MODEL 1200 DUAL HEAD DRILL PRESS, T SLOT
TABLE, S/N 8020V532 8020V535

(2) AUTO-START 5 HP 3 ph D.E. PED GRINDERS

K.O. LEE MODEL B660 CARBIDE TOOL GRINDER, S/N 3353

MITTS & MERRILL #2 KEYWAY BROACH MACHINE, S/N 13516-5-44

ATLAS 15" PED. DRILL PRESS

OSTER PORTABLE THREADER, S/N 582A-TM-301

DO ALL METAL MASTER 36" VERT. METAL CUTTING BAND SAW,
ANNEALING GRINDING & WELDING ATTACH, S/N 3642/267

LUCAS 3" HORIZ. BORING MILL W/OUTBOARD SUPPORTS, 24" X 42"
T-SLOT TABLE, MOTOR

VAN NORMAN #36 HORIZ. MILLING MACH. W/VERT HEAD 14 X 64"
T-SLOT TABLE, 30-1500 RPM SPINDLE SPEEDS, S/N 6124

FARREL MODEL 6GA TOOL GRINDER S/N 71R238

FAMCO #4R ARBOR PRESS

GUNDERSON, INCORPORATED
 PORTLAND, OREGON
 EQUIPMENT LIST

DESCRIPTION

CURRENT
 LIQUIDATION
 VALUE

FAIR
 MARKET
 VALUE

HERCULES 8" X 36" RADIAL ARM DRILL W/T-SLOT TABLE, 60-2000 RPM
 SPINDLE SPEEDS, S/N 4009

YALE TYPE E ELECT. PALLET JACK 6000 LB. CAP, S/N N457058

FARREL AXLE LATHE, S/N 58R1412

SELLERS WHEEL LATHE 100 HP DC MOTOR, S/N E 8532

WELD TEST SHOP

4 SECTIONS 12'H X 9'L X 44"W ADJ. STEEL PALLET SHELVING

DAYTON 6" X 17" FLAT BELT & 12" DISC SANDER MODEL 32855
 S/N 202027

POWERMATIC 20" VERT. BAND SAW, ANNEALING GRINDING
 & WELDING ATTACH. MODEL 87 S/N 66-7462

POWERMATIC 15" PED. DRILL PRESS MODEL 1150, S/N 7915S53

WELLS MODEL 8 HORIZ. METAL CUTTING BAND SAW, S/N 20105

VICTOR TRACK BURNER W/HOSE RAIL & TORCH

PLASMARC PMC 70 PLASMER CUTTING SYSTEM, S/N A88F78753

BUG-O-SYSTEM M/N CDS-1210 W/TRACK & TABLE, S/N 028

CUSTOM ROLLER BEARING MOUNTING STAND W/(2) INTERLAKE
 250 L.B. CAP HOISTS, (4) SIDE MTD. HYD. CYLS. 10 HP HYD. PUMP

RECEIVING & WAREHOUSE

6 SECTIONS 44"W X 9'L X 12'H ADJ. METAL PALLET SHELVING

49 SECTIONS 36"W X 9'L X 12'H ADJ. METAL PALLET SHELVING

OLD BURNING ALLEY (OBA)

GUNDERSON (CUSTOM) DOOR POST MACHINE 10 HP HYD. PUMP, CYL.

CUSTOM DUAL POSITION WELDING FIXTURE W/LINDE 650 CV/CC
 POWER SOURCE & WIRE FEEDER, LINCOLN IDEALARC R3M-300
 POWER SOURCE & WIRE FEEDER, HYD. OPERATED 13 FT. ROTARY
 FIXTURE 60 FT. WIRE FEED RAIL, CLAMPS

GUNDERSON, INCORPORATED
 PORTLAND, OREGON
 EQUIPMENT LIST

DESCRIPTION

CURRENT
 LIQUIDATION MARKET
 VALUE VALUE

AUTO START 5 HP 30 D.E. PED. GRINDER

(2) YALE 2 TON CAP BRIDGE CRANES, PENDANT CONTROL, 24 FT.
 BRIDGE #12307, 12308

TOOL ROOM

69 SECTIONS 36"L X 18"W X 7'H ADJ. METAL PARTS SHELVING

PLATE & FABRICATION AREA

CINCINNATI 350 TON X 12' PRESS BRAKE 10" MAX STROKE S/N 41269

1981 AMERICAN HERCULES 3/4" X 6' HYD. BETASHEAR BACK GAUGES
 S/N S750072924

1943 CINCINNATI SERIES 4316 3/8" X 16' SHEAR BACK GAUGES, S/N
 14814

1969 CINCINNATI SERIES 2506 1/2" X 6' MECHANICAL SHEAR, S/N 36817

1977 H.T.C. MODEL 300 G 300 TON X 12 FT. HYD. PRESS BRAKE, S/N 177976

NAZEL HAMMER, 7 1/2 HP HYD PUMP, FOOT CONTROLS

DELTA 16" PED DRILL PRESS, S/N 1453757

AUTO-START 5 HP 3 ph D.E. PED GRINDER

1973 CINCINNATI 225 TON X 12' PRESS BRAKE S/N 31K23

GUNDERSON (CUSTOM) DEMOUNT MACH. W/50 & 20 HP HYD. PUMP
 INFEEED RAIL, 70 TON CAP HYD RAM, OUTFEED MOTORIZED
 GRINDING SECTION CONTROLS

PHILLIPS MODEL T 120E VAPOR DEGREASER 51,000 WATTS, S/N 9948

URESCO-ARDROX MAGNE-TECH MACHINE

W.A. WHITNEY 7130A HEVIPLATE HYD. PUNCH, 100 TON CAP, FEED
 TABLE, HYD. PUMP, S/N 826-109-35736-1

W.A. WHITNEY 647B "SUPERPUNCH" HYD. PUNCH N.C. PANEL MASTER
 GE MARK CENTURY 550 CONTROLS, 30 HP HYD. PUMP, DUST CONTROL
 SYSTEM, FEED TABLE, 100 TON CAP S/N 647-900-32191

WHITNEY 790AX6 HYD. PUNCH, 10 HP HYD. PUMP, FOOT CONTROLS

GUNDERSON, INCORPORATED
 PORTLAND, OREGON
 EQUIPMENT LIST

DESCRIPTION

CURRENT FAIR
 LIQUIDATION MARKET
 VALUE VALUE

1942 KLING C FRAME PUNCH PRESS, 36" THROAT, HYDS., S/N 2850

CUSTOM 200 TON CAP WATER PRESS

NATCO D3B HOLESTEEL VERT. MULTI-HEAD DRILL, 3 HP HYD. PUMP,
 8 DRILLS ON HEAD, S/N D3B-1173

NATCO F4B HOLESTEEL VERT. MULTI-HEAD DRILL, COOLANT, FEED
 TABLE, 9 TOOL HOLDERS S/N F4B-144

1978 ALZMETALL MULTI-HEAD VERT. DRILL W/REYNOLDS MULTI
 SPINDLE HEAD, 50-1250 RPM, S.S. S/N 4551-79-367

GIRARDS 15" X48" RADIAL ARM DRILL COOLANT T-SLOT TABLE 38-1650
 RPM SPINDLE SPEEDS

CINCINNATI BICKFORD 15" X 4' RADIAL ARM DRILL T-SLOT TABLE
 460-1500 RPM SPINDLE SPEEDS

CUSTOM HYD. PRESS W/20 HP HYD. PUMP

1978 FARREL 300 TON HYD. WHEEL PRESS S/N 78R1607 W/(2) FARRELL
 54" BORING MILLS 50 HP MOTORS, SPECTRUM SERIES X, Y, Z
 COMPUTERIZED CONTROLLERS, FARREL 25 HP HYD PUMP, 4 ARM
 WHEEL PLACEMENT ARMS, 10 HP HYD PUMP, (2) MATHEWS 42" X 40'
 POWERED INFEED ROLLER CONVEYOR & 40 FT. LUG TYPE AXLE
 INFEED TRANSFER, MOTOR DRIVES, CONTROLS

(12) YALE 2 & 3 TON BRIDGE CRANES, 20 FT. SPANS, PENDANT CONTROL

BAY 3

GUNDERSON 400 TON CAP HYD PRESS W/HYD PUMP

1969 CINCINNATI SERIES 6216 1/2" X 16' MECHANICAL SHEAR BACK
 GAUGES, S/N 33480

648-215-34687

PULLMAX BEVELER S/N X9374570-06

~~WHITNEY 661 CNC PANELMATIC HYD. PUNCH GE MARK CENTURY~~

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EXHIBIT A

GUNDERSON, INCORPORATED
 PORTLAND, OREGON
 EQUIPMENT LIST

DESCRIPTION	CURRENT LIQUIDATION VALUE	FAIR MARKET VALUE
M661 COMPUTERIZED CONTROLS, FEED TABLE, HYD. PUMP, AIRFLOW		
AIR CLEANER, OW250 PLASMA MACHINE		
PACIFIC 1/2" X 12' HYD SHEAR, BACK GAUGES, S/N S10327		
ACCO-VAC-U-LIFT VACUUM TYPE PLATE TRANSFER LIFT MODEL D-3142-1, 350 LB. CAP, 20 FT. 3 STRAND INFEED CHAIN TRANSFER, MOTOR DRIVE, S/N 11-2604-1		
WHITNEY 790AX6 HYD PUNCH W/20 HP HYD PUMP		
PACIFIC 1250 TON X 21 FT. HYD. PRESS BRAKE		
GEKA MODEL HYD 100 IRONWORKER, PRESS BRAKE TO 100 TON] SHEARS, PUNCHES, NOTCHES, S/N 14229		
HYD ANGLE NOTCHER W/PUMP		
1966 PACIFIC 500 TON X 23 FT. HYD. PRESS BRAKE S/N 3124		
1966 PACIFIC 300 TON X 14' HYD. PRESS BRAKE W/N 3125		
HYD. RIVET PRESS 36" THROAT W/10 HP HYD. PUMP		
PANDJIRIS MODEL 114E11-36 SEAM WELDER L-TEC 650 AMP POWER SOURCE & WIRE WELDER, WELDING POSITIONER, LINDE SCC-17A CONTROLS IN & OUTFEED CHAIN TRANSFER S/N 322-1		
CUSTOM RAIL CAR END WELDING FIXTURE W/HOLD DOWN CLAMPS, 80 FT. 2 STRAND CHAIN TRANSFER MOTOR DRIVE		
PANGHORN ROTOBLAST MACHINE W/SAND RECLAIMING SYSTEM AND BINKS ALL BOLTED STEEL STRUCTURE PAINT BOOTH, WATER FALL SYSTEM, PAINT PUMPS		
1978 ERJE 2500 TON HYD. PRESS, FEED TABLE, PUMP, S/N 250489		
75 FT. WELDING FIXTURE W/L-TEC VI450A POWER SOURCE & WIRE FEED		
POWERMATIC MODEL 72 TILT ARBOR TABLE SAW, S/N 66-906		
SIDE SEAL WELDING AREA WITH 33" & 48" X 135' STEEL ROLLCASE, 20 HP HYD PUMP		
(2) MOTORIZED ROTARY BEAM CLAMPS		
HUCK MODEL 914 HYD. POWERING W/BEAM PUNCH		

HOW
SAW

EXHIBIT A

GUNDERSON, INCORPORATED
 PORTLAND, OREGON
 EQUIPMENT LIST

DESCRIPTION

CURRENT LIQUIDATION VALUE	FAIR MARKET VALUE
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RIDGID 535 PORTABLE THREADER W/DIES S/N 858021

DEMAY 20 & 5 TON CAP TRAVELING BRIDGE CRANE, 60 FT. SPAN,
 PENDANT CONTROLLED S/N 55685

(2) P & H 20 & 5 TON CAP TRAVELING BRIDGE CRANES, 60 FT. SPAN,
 CAB CONTROLLED

P & H 15 & 5 TON CAP TRAVELING BRIDGE CRANE, 60 FT. SPAN,
 RADIO CONTROLLED S/N 24120

WHITING (GUNDERSON) 25 & 5 TON CAP TRAVELING BRIDGE CRANE,
 CAB CONTROLLED 60 FT. SPAN

BAY 2

WHITNEY MODEL 765-650 HYD. BEAM PUNCH 10 HP HYD PUMP,
 150 TON CAP, IN & OUTFEED ROLLS, S/N 765-650-35360

(2) CUSTOM HYD BEAM PRESSES, 20 HP HYD. PUMP W/CYLOS.

(5) 12' X 60' & 70' ALL STEEL WELDING FIXTURES

(4) HUCK M/N 906/918 HYD. POWERINGS W/BEAM PUNCHES

1993 POSI-TURNER 13,500 LB. CAP PER UNIT & 45,000 LB. CAP TOTAL
 PENDANT CONTROL

CINCINNATI 5 HP 3 ph D.E. PED GRINDER

(2) SETS ALL STEEL BOLSTER TURNING FIXTURES G.H. MOTORS

(2) 12' X 70' ALL STEEL BOLSTER WELDING FIXTURES 20 HP HYD
 PUMPS, 6 CYL. EACH.

EDERER 10 TON TRAVELING BRIDGE CRANE 60 FT. SPAN, CAB
 CONTROLLED

P & H 15 & 5 TON TRAVELING BRIDGE CRANE, 60 FT. SPAN, CAB
 CONTROLLED

BAY 1

GUNDERSON, INCORPORATED
 PORTLAND, OREGON
 EQUIPMENT LIST

DESCRIPTION

CURRENT LIQUIDATION VALUE	FAIR MARKET VALUE
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(2) HUCK MODEL 91/917 HYD. POWERINGS W/PUNCHES, S/N 0217,
 0355

WELLS MODEL 8M HORIZ. METAL CUTTING BAND SAW S/N 5126

BALDOR 1 1/2 HP D.E. PED. GRINDER S/N F575

CINCINNATI 5 HP D.E. PED. GRINDER S/N 239068

2 RAILROAD CAR END PLACEMENT JIGS W/HYD. CYLS. 20 HP
 PUMP (4) MITE LIFT 350 LB CAP SCISSOR TYPE MAN LIFTS,
 WELDING CLAMPS & FIXTURES

RAILCAR ROOF RIVETING SYSTEM W/RAIL MTD. GANTRY, (2) C.P.
 COMPRESSION RIVETERS, (2) 9 1/2' X 66' SETUP TABLES

ALL STEEL RAIL SIDE SETUP STAND 150 FT. & 230 FT. LONG
 CATWALKS, STEEL UPRIGHTS

(2) HAUK MODEL 906 HYD. POWERINGS W/PUNCHES, S/N 2368,2369

(2) MITE-E-LIFT 350 LB CAP SCISSOR TYPE MANLIFTS MODEL
 MP80014

60 FT. DBL. SIDED RAIL CAR DOOR & FITTINGS STATION, CROSS
 PLATFORMS, STEPS

EDERER 20 TON TRAVELING BRIDGE CRANE, W/60 FT. SPAN,
 CAB CONTROLLED

P & H 20 & 7 1/2 TON TRAVELING BRIDGE CRANE W/60 FT. SPAN,
 CAB CONTROLLED

WHITING 20 & 5 TON TRAVELING BRIDGE CRANE, 60 FT. SPAN
 CAB CONTROLLED

WAY 1

CINCINNATI SERIES 8N12 1" X 12" HYD. SHEAR S/N 31877

WHITNEY 50 TON HYD. PRESS BRAKE, 30 HP HYD. PUMP MODEL
 664-138, S/N 23641

CUSTOM HYD. ANGLE SHEAR W/10 HP HYD. PUMP FEED TABLE

1972 FABRILINE 100 TON HYD BEAM PUNCH, 15 & 10 HP HYD.
 PUMPS, IN & OUTFEED ROLLS, (4) MAGNETIC PLATE LIFTS W/HOISTS
 & JIBS, 2 WHITNEY PUNCHES (HYD.) W/JIBS, (3) EXTRA MAGNETIC

GUNDERSON, INCORPORATED
 PORTLAND, OREGON
 EQUIPMENT LIST

DESCRIPTION

CURRENT FAIR
 LIQUIDATION MARKET
 VALUE VALUE

PLATE LIFTS, CONTROLS, S/N FWP10025

CUSTOM HYD. TWIN CYL. VERT. PRESS

CUSTOM HYD. SGL. CYL. HORIZ. PRESS

7 1/2 HP 24" BLOWER (EXHAUSTER)

CUSTOM 10 TON CAP TRAVELING BRIDGE CRANE 50 FT. SPAN, CAB
 CONTROLLED

MILWAUKEE 2 TON TRAVELING BRIDGE CRANE, 30 FT. SPAN,
 PENDANT CONTROL

CENTER STILL BUILDING

(3) WHITNEY 790ZX6 HYD. PUNCHES W/10 HP HYD. PUMPS EACH

(2) HAUK MODEL 906/917 HYD. POWERIG

LINCOLN AUTOMATIC BEAM WELDER, RAIL MTD., W/(2) LINCOLN
 1500 AMP WELDERS, (2) LINCOLN NA-3N WIRE FEEDERS, DUST
 COLLECTOR, HYD. CLAMPS, & HYD PUMP, 90 FT. RAIL TRAVEL,
 MOTORIZED RAIL TRUCK

KOGYO MINIMANTIS II AUTOMATIC CUTTING MACHINE W/3 HEADS,
 45 FT. FEED TABLE, (3) PNEU. CLAMPS

OSBOURNE 25 & 5 TON CAP TRAVELING BRIDGE CRANE 75 FT.
 SPAN CAB CONTROLLED

P & H 20 & 5 TON CAP TRAVELING BRIDGE CRANE, 75 FT. SPAN
 CAB CONTROLLED

(3) MILWAUKEE BRIDGE CRANES W/YALE 1 TON ELECT. HOISTS,
 30 FT. SPAN, PENDANT CONTROLS

PAINT/FINISH AREA

(8) GRACO AIRLESS PAINT PUMPS

INFRA-RED TECHNOLOGIES MODEL B12-48TN DUAL SIDE, 3 ZONE,

EXHIBIT A

GUNDERSON, INCORPORATED
 PORTLAND, OREGON
 EQUIPMENT LIST

DESCRIPTION

CURRENT
 LIQUIDATION MARKET
 VALUE VALUE

PAINT DRYING SYSTEM NATURAL GAS FIRED, S/N 0893038

RAIL MTD. PAINT STATION (NOT IN USE)

NIAGARA 48" PRESS BRAKE

DELTA 14" VERT. METAL CUTTING SAW MODEL 28-50 S/N DL 8115

STENCIL WASH AREA W/TANK

MAIN PAINT & SAND BLAST AREA W/6 PAINT PUMPS, REGULATORS,
 PIPING, SAND BLAST AREA (4) LPI RAIL MTD. MANLIFTS (14) GRACO
 HEATERS

MAINTENANCE

DELTA 15" MODEL 15-655 PED. DRILL PRESS S/N 1654801

DELTA 20" VERT. BAND SAW MODEL 28-3X0 S/N 1662929

CRESCENT 6" JOINTER S/N 74985

AMERICAN 12" TILT ARBOR TABLE SAW, S/N 44995

CLAUSING 20" PED. DRILL PRESS MODEL 2277 S/N 513599

1988 PEERLESS HB1016U HORIZ. METAL CUTTING BAND SAW, S/N 131

(2) 20 TON HYD. ARBOR PRESSES

RIDGID 535 PORT THREADER S/N 351749

DELTA MODEL 22655 SINGLE SURFACER S/N 20526

HUCK HYD. POWERIG MODEL 917 S/N 0266

SOUTH BEND 26" X 10' ENGINE LATHE, T.A. 3 JAW CHUCK
 S/N 5935HKE10

LINCOLN SA 250 TRAILER MTD. GAS POWERED WELDER S/N A939577
 (WAITING FOR PARTS)

OSTER PIPE THREADER CATALOG #705 S/N AL177

18 SECT. 9' X 8' X 44 ADJ. METAL PALLET SHELVING

23 SECT. 9' X 20' X 44" ADJ. METAL PALLET SHELVING

234 SECT. 3' X 18" X 7' ADJ. PACTS CABINETS

GUNDERSON, INCORPORATED
 PORTLAND, OREGON
 EQUIPMENT LIST

DESCRIPTION	CURRENT LIQUIDATION VALUE	FAIR MARKET VALUE
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STANDBY REPAIR PARTS NEW & USED FOR MOST MAJOR MACHINERY
 USED IN THE COURSE OF MFG. RAILCARS, I.E. PARTS FOR PRESS BRAKES,
 SHEARS, OVERHEAD CRANES, FORKLIFTS, WELDERS, WIRE FEEDERS,
 HAND TOOLS, PUNCHES, CUTTING SYSTEMS, ETC.

3 BAY BUILDING

JOHNSON MODEL J HORIZ. METAL CUTTING BAND SAW S/N J16679

FABRILINE MODEL FS1010 HYD. PRESS S/N 1571 W/40 HP HYD. PUMP
 (NOT IN USE)

CUSTOM HYD. PRESS W/10 HP HYD. PUMP

JUDSON-PACIFIC 4 TON CAP TRAVELING BRIDGE CRANE, 45 FT.
 SPAN, PENDANT CONTROL #14515

JUDSON PACIFIC 7 TON CAP. TRAVELING BRIDGE CRANE, 45' SPAN
 PENDANT CONTROL #13476

GARDNER DENVER MODEL WBE4010 3 STAGE AIR COMPRESSOR W/40
 HP MOTOR

SOUTH YARD

F-M MODEL 50-2000 110,000 LB. CAP TRUCK SCALES 10' X 70' CONCRETE
 PLATFORM, DIAL & PRINTER S/N G681812

20 SECT. 36" X 8' X 12' ADJ. PALLET SHELVING

MARTIN-DECKER 300,000 X 50 LB. CAP RAIL CAR SCALES MODEL
 DW550 DIGITALS S/N 10777

LINCOLN SA 250 TRAILER MTD. DIESEL WELDER S/N A107212

MILLER BIG 40 300 AMP GAS POWERED WELDER S/N HG018764

(2) 2000 GAL. DIESEL & GAS FUEL TANKS W/PUMPS & METER

AUTOSTACK

26 SECT. 9' X 44" X 12' ADJ. METAL PALLET SHELVING

13 SECT. 36" X 18" X 7' ADJ. METAL PARTS CABINETS

EXHIBIT A

GUNDERSON, INCORPORATED
 PORTLAND, OREGON
 EQUIPMENT LIST

DESCRIPTION

CURRENT
 LIQUIDATION
 VALUE

FAIR
 MARKET
 VALUE

BAY 1 THRU 5

TATE TRAILER MTD. DIESEL LETE PLANT

2 AIRCO AUTOMATIC BURNING MACHINE W/TORCH

AIRCO #42 CAMOGRAPH S/N 2285

(2) 62" X 12' BURNING TABLES

LINDE CM-100-25 COMPUTERIZED SHAPE CUTTING MACHINE (2)
 18' X 64' WATER TABLES, 140 FT. RAIL TRAVEL, (2) L-TEC PHC-402
 PLASMARC MACHINES S/N D92E32626, D92E32625, (2) HDS IN 20 FT.
 RAIL, ORCHEAD TRACK, CONTROLS S/N 80-3-2691

LINDE MODEL CM-56-120 C/OH FLAME CUTTING MACHINE, 8' X 30'
 CUTTING TABLE, 10 HEADS ON RAIL, 42 FT. RAIL TRACK, TRACER
 S/N 73-4-173

LINDE (L-TEC) CM 250 COMPUTERIZED FLAME CUTTING MACHINES
 W/L-TEC CNC MINIFILE CONTROLS, 45 FT. RAIL TRAVEL, 9 HEADS,
 ON RAIL, 8' X 42' CUTTING TABLE, L-TEC AST. TRACER S/N 91-7-2868

LINDE CM-100-26 COMPUTERIZED SHAPE CUTTING MACHINE (2) 18'
 X 66' WATER TABLES, 150 FT. RAIL TRAVEL, 2 HEADS ON 20 FT. RAIL,
 LINDE PHC 601 CC/DC PLASMARC MACHINE S/N F82G29017 & PHC
 600 PLASMARC MACHINE S/N F4800077 MACHINE, S/N 80-3-2657

LINDE CM 100/NC-6 COMPUTERIZED SHAPE CUTTING MACHINE L-TEC
 UCNC-7 COMPUTER CONTROL, 6 HEADS ON 20' RAIL, 18' X 75' CUTTING
 TABLE, 80 FT RAIL TRAVEL, S/N 72-1-109

(2) LINDE CM-24 BURNING MACHINES, 4 HEADS ON RAIL, HL-90 TRACER

(4) AIRCO #10 RADIAGRAPHS W/TORCHES & TRACKS

LINDE CM-40-604 SHAPE CUTTING MACHINE 4 HEADS ON 5 FT. RAIL,
 4' X 8' CUTTING TABLE, HL 90 TRACER S/N 89-90-137

POSI-TURNER 3600 LB. CAP UNIT & 18000 LB. CAP TOTAL MODEL
 1-240-18L S/N 1-90-130M

54" X 13' BURNING TABLE W/(2) BURNING HEADS

RAIL CAR SIDE WELDING AREA W/3 GANTRIES 12' X 300 ALL STEEL
 WELDING FIXTURE & TABLE (4) LINDE V1800 CV/DC WELDERS,
 LINDE VI 600 & VI450A WELDERS (4) MILLER DELTAWELD 451
 WELDERS, ALL W/WIRE FEED UNITS, 290 FT. RAIL TRAVEL

GUNDERSON, INCORPORATED
PORTLAND, OREGON
EQUIPMENT LIST

DESCRIPTION

CURRENT FAIR
LIQUIDATION MARKET
VALUE VALUE

(5) ALL STEEL RAIL CAR SIDE LAY-OUT AND WELDING FIXTURES
TABLES, (2) 11' 6" X 60', 12' X 60' & (2) 10'3" X 60'

PANGHORN ROTABLAST CHAMBER, PAINT BOOTH, OVERHEAD
MATERIAL CONVEYOR, PAINT PUMPS, #2 BAG HOUSE, CONTROLS

(3) 12' X 62' ALL STEEL CHAIN TRANSFER WELDING TABLES EA.
W/60 FT. 2 STRAND TRANSFERS, 78 CHAIN MOTOR DRIVES

8 FT. X 300 FT. ALL STEEL CHAIN TRANSFER WELDING TABLE, 132
CHAIN, MOTOR DRIVE

(2) RAIL MTD. WELDING GANTRIES W/LINDE (3) VI450 A, (2) V650 POWER
SOURCE WELDERS & WIRE FEED UNITS

TOMCO 30 TON CARBON DIOXIDE STORAGE UNIT, S/N 307869

(2) MOTORIZED TUMBLERS, 40" X 8

(7) ALL STEEL ROTARY WELDING FIXTURES W/MOTORS

(2) HUCK MODEL 908 HYD. POWERIG, S/N 316 .

(2) HUCK MODELS 906, 917 HYD. POWERIGS W/PUNCHES S/N 441

RIDGID 535 PIPE THREADER

(5) MITE-E-LIFT 350 LB CAP SCISSOR LIFT

GENERAL AIR DRYER MODEL R-1120-W S/N R4731

(2) 66' X 30' ALL STEEL WELDING TABLES & FIXTURES 2 GANTRIES
W(2) LINDE SE400 VI-1000, (2) CAC 1502, L-TEC 650 WELDERS &
POWER SUPPLIES, WIRE FEED UNITS (UNDER REPAIR)

DE WALT MODEL 20 RADIAL ARM SAW INDUSTRIAL CONSTRUCTION
TYPE

13 FT. POND BOAT W/6 CYL. GAS ENGINE

EDERER 20 & 5 TON TRAVELING BRIDGE CRANE 60 FT., SPAN,
CAB CONTROLLED

EDERER 30 & 5 TON CAP. TRAVELING BRIDGE CRANE 60 FT. SPAN,
CAB CONTROLLED

EDERER 40 & 5 TON CAP. TRAVELING BRIDGE CRANE 60 FT. SPAN,
CAB CONTROLLED

GUNDERSON, INCORPORATED
 PORTLAND, OREGON
 EQUIPMENT LIST

DESCRIPTION	CURRENT LIQUIDATION VALUE	FAIR MARKET VALUE
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EDERER 40 & 5 TON CAP TRAVELING BRIDGE CRANE, 60 FT.
 SPAN, RADIO CONTROLLED

P & H 20 & 5 TON CAP TRAVELING BRIDGE CRANE, 60 FT. SPAN,
 CAB CONTROLLED

P & H 20 & 5 TON CAP TRAVELING BRIDGE CRANE 60 FT. SPAN,
 CAB CONTROLLED S/N CHL21515

PAINT AREA (YARD)

SAND BLAST AREA W/4 SAND BLAST POTS, SAND HOPPER, 15 HP
 BLOWER, BAG HOUSE, DELIQUESCENT AIR DRYER, (4) STAND-BY
 SAND BLAST POTS, (2) DEL-MONOX AIR LINE SYSTEMS, 3 PAINT
 POTS, PAINTING PLATFORM

AIR COMPRESSORS

1991 LR. CENTRAL TYPE 1C25MA TURBINE RELIANCE 600 HP 3500
 RPM MOTOR A/C S/N M74-0451

1974 IR CENTRAL TYPE 1C21M4 TURBINE, GE 450 HP 3565 RPM
 MOTOR A/C S/N M74-0244

JIB BOOMS & HOISTS

(93) ASS'T BUGET, JET, YALE, LOADSTER ELECT. HOISTS FROM 1/4
 TON TO 2 TON CAP

WELDERS

(688) WELDERS CONSISTING OF LINCOLN MODELS R3M-300 R3M-400,
 MILLER DIMENSION 650, DELTAWELD 451, MP65E, MP45E, MP75E, SRH
 404, SRH 333 SRH 444 LINDE VI 600, VI 400, SE 400, V650, VI 800, L-TEC, 650,
 VI 450A LINCOLN, LINDE & MILLER WIRE FEED UNITS

ASS'T PRESS BRAKE DIES

ASS'T ELECTRICAL DISCONNECTS TO 600 AMP, MAGNETIC SWITCH TO
 SIZE 5 THROUGHOUT ENTIRE COMPLEX (DOES NOT INCLUDE
 TRANSFORMERS & PANEL BREAKERS TO CONTROL LIGHTING IN
 ALL BLDGS.)

EXHIBIT A

GUNDERSON, INCORPORATED
 PORTLAND, OREGON
 EQUIPMENT LIST

DESCRIPTION	CURRENT LIQUIDATION VALUE	FAIR MARKET VALUE
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DESCRIPTION

64 ASST FORK TYPE STEEL TRASH BINS

LOT ASST PNEU. & ELECT. HAND TOOLS, PIPE RACKS, PIPE STANDS, VISES & TABLES, D.E. BENCH GRINDERS, CUTTING SETS, THREADING TOOLS, AIR RECEIVER TANKS, DRILLS, TAPS, REAMERS, TOOL HOLDERS, PRECISION INSTRUMENTS, BORING BARS, SLEEVES, COLLETS, WELDING POSITIONERS, PLATE CLAMPS, SLINGS, CHOCKERS, FILES, GRINDING WHEELS, PALLET TRUCKS, HAND TRUCKS, SPREADER BARS, FEED TABLES, LADDERS, SCISSOR LIFTS, AIR & CUTTING HOSE, STEEL TUBS, HYD. JACKS, RAMPS, DUST COLLECTORS, CHOP SAWS, BENDERS, HYD. FITTING PRESS, LOCKERS, ELECT. BLOWERS, GANGWAYS

LOT OF ASST OFFICE EQUIPMENT INCLUDING DESKS, TABLES, OFFICE PARTITIONS, FILE CABINETS, COPIERS, FAXES, TYPEWRITERS, CALCULATORS, CONFERENCE TABLES, CHAIRS, ETC.

ROLLING STOCK

J.L.G. MODEL 60H SELF-PROPELLED MANLIFT, LPG FIRED ENGINE
 500 LB CAP, 60 FT EXTENSION, S/N 0300014763

FABTEK SELF PROPELLED MANLIFT 500 LB CAP, S/N 8175

TRACKMOBILE MODEL 5T4, GAS ENGINE, ENCLOSED CAB, S/N
 5688 (UNDER REPAIR) #1

TRACKMOBILE MODEL 5TM, GAS ENGINE, ENCLOSED CAB, S/N 51865 #2

TRACKMOBILE MODEL 5TM, GAS ENGINE, ENCLOSED CAB, S/N 51557 #3

TRACKMOBILE MODEL 55TM, GAS ENGINE, ENCLOSED CAB, S/N
 LGN946591280

HYSTER 10,000 LB. CAP KARRY KRANE, GAS ENGINGE #4

HYSTER 10,000 LB CAP KARRY KRANE, GAS ENGINE, S/N D11D2019 #5

1988 SWITCHMASTER MODEL 10,000, DETROIT DIESEL ENGINE, ENCL.
 CAB, S/N LGN103790788

CLINE SHUTTLEWAGON, 5TH WHEEL, DETROIT 4-71 DIESEL ENGINE,
 S/N 581020

1970 GROVE RT 625 25 TON CAP ROUGH TERRAIN HYD. CRANE W/
 DIESEL ENGINE, TELESCOPING BOOM, S/N 17289

LINKBELT UC108B 4 AXLE SELF-PROPELLED CRANE, DIESEL ENGINE,
 45 TON CAP, 60 FT. LATTICE BOOM, S/N 9LGU4953

EXHIBIT A

GUNDERSON, INCORPORATED
 PORTLAND, OREGON
 EQUIPMENT LIST

CURRENT FAIR
 LIQUIDATION MARKET
 VALUE VALUE

DESCRIPTION

2 AXLE YARD GOAT W/5TH WHEEL, GAS ENGINE, S/N 4574

1990 NEW HOLLAND L783 SKID STEER LOADER W/DIESEL ENGINE,
 HYD. BUCKET, S/N 778494

1975 HYSTER 400H 40,000 LB. CAP STRADDLE TRUCK W/GAS ENGINE
 114" X59" S/N 12P1834V #2

1981 HYSTER M400H 40,000 LB. CAP STRADDLE TRUCK W/GAS ENGINE,
 114" X 59" S/N D12P2026B #3

HYSTER H200 20,000 LB. CAP R.T. FORKLIFT W/DIESEL ENGINE,
 SIDESHIFT (LOCATED IN TEXAS) #1

COLBY 50 TON CAP STIFF LEG CRANE

WASHINGTON 50 TON CAP STIFF LEG CRANE

MARIAN 30 TON CAP STIFF LEG CRANE

CLYDE 200 & 25 TON CAP STIFF LEG CRANE S/N CW3979

AAR POWERBOSS M/N SW9XT POWER SWEEPER W/LPG POWERED
 ENGINE, S/N 4378051

1988 CHEVROLET S-10 PICKUP W/GAS ENGINE, 5 SPD. TRANS (RED),
 S/N 2285467

1988 CHEVROLET S-10 FLATBED SERVICE TRUCK W/GAS ENGINE,
 4 SPD. TRANS. (GREY), S/N 8206414

1988 CHEVROLET S-10 FLATBED SERVICE TRUCK W/GAS ENGINE,
 4 SPD. TRANS. (BLACK), S/N 2285961

(10) CUSHMAN MECHANIC & SERVICE VEHICLES W/GAS ENGINES

(17) DAIHATSU OFF ROAD PICKUP & VAN STYLE VEHICLES
 W/GAS ENGINES, (2 OF 17) HAVE DUMP TYPE PICKUP BEDS

EXHIBIT A

GUNDERSON, INCORPORATED
PORTLAND, OREGON
EQUIPMENT LIST

CURRENT FAIR
LIQUIDATION MARKET
VALUE VALUE

DESCRIPTION

YALE 5500 LB. CAP FORKLIFT W/LPG FIRED ENGINE, SIDESHIFT,
ENCLOSED CAB, S/N N497198 #7

1978 HYSTER H 50H 5,000 LB. CAP FORKLIFT W/LPG FIRED ENGINE,
SIDESHIFT, S/N D3D089474 #14

(3) HYSTER H80C 8,000 LB. CAP FORKLIFTS W/LPG FIRED ENGINE,
SIDESHIFTS S/N C5D192264, C5D-22137A, C5D8210M #15, 24, 30

YALE 5,000 LB. CAP FORKLIFT W/LPG FIRED ENGINE, SIDESHIFT
S/N A672951 #26

1981 FORD ECONOLINE AMBULANCE, GAS ENGINE, AUTO TRANS.
S/N 97799

1986 CHEVROLET 30 TON FLATBED TRUCK W/GAS ENGINE, AUTO
TRANS., 10 FT. S/N 122114

TOTAL CURRENT LIQUIDATION VALUE

TOTAL FAIR MARKET VALUE

Gunderson Inc.
Asset Listing

C Job #	Asset Class	Date Acquired	Asset #	Description	Acquisition Cost	Vendor/Serial #
JV05-27A	3022	23-Apr-93	651	PLANT SIGNS-(2)	7,023	Ramsey Signs
C92067	3022	04-Jul-93	715	TRANSFORMER	110,267	Westinghouse Electric
C92082	3037	20-Feb-93	640	CM100-RETRO FIT	44,790	Linde 72-1-109
C92082	3037	21-Feb-93	624	POWER SUPPLY-(4)	10,977	Quimby Welding Supply
C92082	3037	21-Feb-93	621	POWER SUPPLY-2	6,357	Miller
C92082	3037	21-Feb-93	622	POWER SUPPLY-3	7,252	Miller
C92039	3037	26-Feb-93	661	OVERHEAD CRANE-60442	18,545	Miller
C93008	3037	04-Mar-93	634	DUAL WIREFEEDER(6)	115,457	Whiting 16.5 ton 60' bridge crane
C92047	3037	05-Mar-93	604	BRAKE CONTROL ASMBLY	11,416	Pacific Air Gas
PO 0004451	3037	08-Mar-93	604	1250T PRESS UPGRADE	5,868	Pacific Air Gas
C93009	3037	09-Mar-93	639	BEVEL MACHINE	6,619	Pacific 125 ton by 21 ft Press Break
C93005	3037	20-Mar-93	633	SCAFFOLD-WATER TEST	3,735	Davis Industrial
C93007	3037	28-Mar-93	647	TRAILER-QC	4,088	Waco Scaffold & Equipment
C92053	3037	07-Apr-93	643	OMNI RETROFIT CM.100 PLASMAR	8,172	Advanced Finishing Systems
C92021	3037	12-Apr-93	641	FILTER BOX-GANTRY	5,425	Modular/Waste Management
C93016	3037	15-Apr-93	656	KNIFE BLADE-PAC SHEA	23,040	D92E32626 & F82G29017 Linde-Ltec
C93027	3037	05-May-93	716	MAGNET	5,221	Pacific Airgas
C92066	3037	07-May-93	703	AXLE LATH REBUILD	3,792	JP Whalen Co. Cable System
C93016	3037	08-May-93	655	SHEAR BLADE-CIN SHEAR	68,275	58R1412 Reliance Electric Co.
C93019	3037	13-May-93	657	STUBSILL FIXTURE	8,656	Industrial Grinding & Shear
C93019	3037	13-May-93	658	BOSLSTER TURN JIG	9,880	Quimby, Bearing, Inc.
C92021	3037	28-May-93	652	WELD GANTRY UPGRADE	13,003	Hampton Power Products, N. Coast Elec., McGuire Bearin
C92068	3037	15-Jun-93	666	BAUMANN SIDELoader AS 150	6,495	Stusser, Pacific Air Gas
C93029	3037	18-Jun-93	701	MARINE EQUIPMENT	261,645	AS150-18-14 Yale Material Handling
C93010	3037	20-Jun-93	699	P&H CRANE REPAIR	75,517	Eagle Paint Co.
C93038	3037	24-Jun-93	725	EXHAUST ARM & FAN	24,540	CE26874 Wilhelm Trucking Co.
C93014	3037	26-Jun-93	700	NATCO DRILL REPAIR	6,122	Pacific Air Consultants
C93023	3037	26-Jun-93	702	PLASMA PUNCH MODEL 647C	5,398	Natco-Carlton, Inc.
C93028	3037	01-Jul-93	717	WHEEL PRESS TIE BARS	72,602	648-215-34687 West Coast Demo Salvage
C92082	3037	04-Jul-93	683	POWER SUPPLY-650CC	18,095	Simmons Machine Tool Corp.
C92082	3037	04-Jul-93	686	POWER SUPPLY-650CC	2,118	Miller
C92082	3037	04-Jul-93	685	POWER SUPPLY-650CC	2,119	Miller
C92082	3037	04-Jul-93	687	POWER SUPPLY-650CC	2,119	Miller
C92082	3037	04-Jul-93	684	POWER SUPPLY-650CC	2,118	Miller

EXHIBIT

Gunderson Inc.
Asset Listing

C Job #	Asset Class	Date Acquired	Asset #	Description	Acquisition Cost	Vendor/Serial #
C92082	3037	07-Jul-93	690	POWER SUPPLY-451CV	1,943	Miller
C92082	3037	07-Jul-93	692	POWER SUPPLY-451CV	1,944	Miller
C92082	3037	07-Jul-93	688	POWER SUPPLY-451CV	1,943	Miller
C92082	3037	07-Jul-93	691	POWER SUPPLY-451CV	1,943	Miller
C92029	3037	07-Jul-93	672	RETRO FIT-CM100-ADDL	1,456	Miller
C92082	3037	07-Jul-93	689	POWER SUPPLY-451CV	1,943	Miller
C92082	3037	10-Jul-93	680	WIRE FEEDER-DUAL	2,160	L Tec 953552
C92082	3037	10-Jul-93	677	WIRE FEEDER-DUAL	2,160	L Tec 953552
C92082	3037	10-Jul-93	682	WIRE FEEDER-DUAL	2,160	L Tec 953552
C92082	3037	10-Jul-93	679	WIRE FEEDER-DUAL	2,160	L Tec 953552
C92082	3037	10-Jul-93	678	WIRE FEEDER-DUAL	2,160	L Tec 953552
C92082	3037	10-Jul-93	676	WIRE FEEDER-DUAL	2,160	L Tec 953552
C92082	3037	10-Jul-93	681	WIRE FEEDER-DUAL	2,160	L Tec 953552
C92082	3037	15-Jul-93	697	POWER SUPPLY-451CV	1,944	Miller
C92082	3037	15-Jul-93	695	POWER SUPPLY-451CV	1,944	Miller
C92082	3037	15-Jul-93	693	POWER SUPPLY-451CV	1,944	Miller
C92082	3037	15-Jul-93	694	POWER SUPPLY-451CV	1,944	Miller
C92082	3037	15-Jul-93	696	POWER SUPPLY-451CV	1,944	Miller
C92035	3037	22-Jul-93	674	WHEEL PRS RECORD GAG	29,899	104420, ESI Automation
C92023	3037	29-Jul-93	671	OSHA RELATED EQUIP	34,784	Pacific Air Consultants
C93045	3037	30-Jul-93	726	AIR DRYER	11,261	Set Point Control
C92077	3037	10-Aug-93	713	MILWAUKEE OVERHEAD CRANE	30,733	10 ton 50' bridge crane, Milwaukie Crane & Equipment
C93036	3037	10-Aug-93	723	DUST EXHAUSTER	2,220	Airflow Systems NW, F-90
C93036	3037	10-Aug-93	722	DUST EXHAUSTER	2,220	Airflow Systems NW, F-90
C93036	3037	10-Aug-93	724	DUST EXHAUSTER	2,221	Airflow Systems NW, F-90
C93032	3037	12-Aug-93	731	GAS MONITOR	2,796	SKC-West, Inc.
C92023	3037	18-Aug-93	711	OSHA RELATED EQUIP	10,126	Blast Cleaning Products
C93034	3037	19-Aug-93	732	WHITING OVERHEAD CRANE	84,682	30/5 tonk 60' bridge crane, Eagle Plant & Equip (\$60,952), 8,316 HVAC
C92023	3037	23-Aug-93	709	WELD SMOKE EXT ARM	20,300	Vent Systems, Inc.
C92023	3037	24-Aug-93	708	VENTILATION SYSTEM	22,780	HVAC, Inc.
C92023	3037	26-Aug-93	710	PANEL FANS	78,394	D019D0153P, Yale M
C93031	3037	07-Sep-93	751	FORKLIFT-30,000 LB	7,000	TSL-Mclaren Inc.
C93041	3037	07-Sep-93	753	RESPIRATOR FIT TEST STATION	6,348	Advance Finishing Systems
C93056	3037	10-Sep-93	759	CAULKING PUMP	6,348	Advance Finishing Systems
C93056	3037	10-Sep-93	758	CAULKING PUMP	5,703	CAM Construction, Inc.
C92046	3037	14-Sep-93	736	WATER RECIPROCAL		

EXHIBIT A

Gunderson Inc.
Asset Listing

C Job #	Asset Class	Date Acquired	Asset #	Description	Acquisition Cost	Vendor/Serial #
C93026	3037	24-Sep-93	746	SMOKE CAPTURE EQUIPMENT	1,796	Plymvent
C93026	3037	24-Sep-93	741	SMOKE CAPTURE EQUIPMENT	1,796	Plymvent
C93026	3037	24-Sep-93	739	SMOKE CAPTURE EQUIPMENT	1,796	Plymvent
C93026	3037	24-Sep-93	750	SMOKE CAPTURE EQUIPMENT	1,797	Plymvent
C93026	3037	24-Sep-93	743	SMOKE CAPTURE EQUIPMENT	1,796	Plymvent
C93026	3037	24-Sep-93	745	SMOKE CAPTURE EQUIPMENT	1,796	Plymvent
C93026	3037	24-Sep-93	749	SMOKE CAPTURE EQUIPMENT	1,797	Plymvent
C93026	3037	24-Sep-93	747	SMOKE CAPTURE EQUIPMENT	1,796	Plymvent
C93026	3037	24-Sep-93	742	SMOKE CAPTURE EQUIPMENT	1,796	Plymvent
C93026	3037	24-Sep-93	744	SMOKE CAPTURE EQUIPMENT	1,796	Plymvent
C93026	3037	24-Sep-93	740	SMOKE CAPTURE EQUIPMENT	1,796	Plymvent
C93026	3037	24-Sep-93	748	SMOKE CAPTURE EQUIPMENT	1,797	Plymvent
C93048	3037	29-Sep-93	783	MECH STROKE CONTROL	4,826	Pacific Press & Shear Inc.
C93048	3037	29-Sep-93	782	MECH STROKE CONTROL	4,825	Pacific Press & Shear Inc.
C93039	3037	07-Oct-93	756	YALE LIFT TRUCK	35,979	A876154, Yale Material Handling
C93055	3037	07-Oct-93	757	HYDRAULIC POWER UNIT	10,356	240506A, Columbia Hydraulics Service
C93056	3037	07-Oct-93	784	CAULKING PUMP-55-1	4,850	Advance Finishing Systems
C93050	3037	11-Oct-93	775	POST TURNER SYS.	51,042	Park Industries & Barnes Industrial Systems
C92063	3037	21-Oct-93	774	SHEAR-CINCINNATI MODEL AN 12	124,892	31877, Production Machine Tools
C93069	3037	04-Nov-93	787	WELD WEAVER SYSTEM	7,843	Irontech Welding & Industrial
C92082	3037	19-Nov-93	777	POWER SUPPLY	1,791	Miller
C92082	3037	19-Nov-93	775	POWER SUPPLY	1,791	Miller
C92082	3037	19-Nov-93	778	POWER SUPPLY	1,791	Miller
C92082	3037	19-Nov-93	776	POWER SUPPLY	1,791	Miller
C92082	3037	19-Nov-93	779	POWER SUPPLY	1,791	Miller
C93080	3037	24-Nov-93	797	DUAL WIRE FEEDER	3,218	L Tec
C93080	3037	24-Nov-93	795	DUAL WIRE FEEDER	3,218	L Tec
C93080	3037	24-Nov-93	799	DUAL WIRE FEEDER	3,223	L Tec
C93080	3037	24-Nov-93	798	DUAL WIRE FEEDER	3,218	L Tec
C93080	3037	24-Nov-93	793	DUAL WIRE FEEDER	3,218	L Tec
C93080	3037	24-Nov-93	794	DUAL WIRE FEEDER	3,218	L Tec
C93080	3037	24-Nov-93	796	DUAL WIRE FEEDER	3,218	L Tec
C93082	3037	29-Nov-93	800	MOBILE HOME-(SUPP)	8,530	Modulaire 7912 M88916
C93074	3037	08-Dec-93	791	RADIOS-(4)	5,226	Motorola
C93085	3037	20-Dec-93	802	RADIAL ARM DRILL	5,000	MCR Machine Works
C93090	3037	22-Dec-93	803	SCAFFOLDING-MARINE	12,000	Dept. of Administrative Services

EXHIBIT A

Gunderson Inc.
Asset Listing

C Job #	Asset	Date	Asset #	Description	Acquisition Cost	Vendor/Serial #
C93047	3060	28-Dec-93	780	TRUCK-CHEV 1 TON	23,427	18278 Braley S. Graham, 5021 Truck Still NW
C92027	3070	12-Feb-93	595	IMPACT PRINTER	1,050	CompuTech, Inc.
C92009	3070	02-Mar-93	605	MICRO COMPUTER(1)	1,760	Gateway Computer 0001218232
C92009	3070	04-Mar-93	607	MICRO COMPUTER(2)	3,520	Gateway Computer 0001218232
C92009	3070	04-Mar-93	606	MICRO COMPUTER(1)	1,760	Gateway Computer 0001129321
C92009	3070	11-May-93	662	COMPUTER-DESK TOP	2,085	Gateway Computer 0001343345
C92009	3070	24-Jun-93	663	HP-LAERJET 4 PRINTER	2,018	JPBH029025
C92009	3070	09-Jul-93	670	COMPUTER-MINI	1,955	Gateway Computer 0001452746
C92009	3070	09-Jul-93	668	COMPUTER-MINI	1,955	Gateway Computer 0001452745
C92009	3070	09-Jul-93	669	COMPUTER-MINI	1,955	Gateway Computer 0001452744
C93042	3070	14-Jul-93	721	TELE SYST-HARDWARE	5,953	863964, Gateway 2000
C93042	3070	14-Jul-93	719	TLE SYSTEM SOFTWARE	26,238	863964, Conception Communication, Inc.
C92009	3070	06-Aug-93	720	COMPUTER-MINI 4DX	1,955	Gateway Computer 0001459551
C92009	3070	25-Aug-93	718	COMPUTER-MINI 4DX	1,955	Gateway Computer 0001459551
C92009	3070	26-Aug-93	706	NETWORK HUB	2,402	HP Computer 3217503163
C92009	3070	30-Aug-93	705	COMPUTER-MINI 4DX	2,250	Gateway Computer 0001537604
C93054	3070	30-Aug-93	704	COMPUTER-MINI 4DX	2,034	Gateway Computer 0001539391
C93054	3070	30-Aug-93	727	COMPUTER MIN	1,955	Gateway Computer 0001539410
C93054	3070	30-Aug-93	728	COMPUTER MINI	1,955	Gateway Computer 0001539408
C93059	3070	04-Oct-93	729	COMPUTER MINI	1,955	Gateway Computer 0001539409
C93059	3070	04-Oct-93	771	MINI COMPUTER-4DX2	3,381	Gateway Computer 0001626946
C93059	3070	04-Oct-93	772	MINI COMPUTER-4DX2	3,381	Gateway Computer 0001626945
C93077	3070	29-Oct-93	761	FAX MACH-MAINT MODEL 7033	3,295	LR87830
C93078	3070	29-Oct-93	762	NOISE DOSIMETER	2,594	SKC-West
C92009	3070	02-Nov-93	764	MINI COMPUTER-4DX	1,993	Gateway Computer 0001685641
C92009	3070	02-Nov-93	765	MINI COMPUTER-4DX	1,993	Gateway Computer 0001685642
C92009	3070	02-Nov-93	766	MINI COMPUTER-4DX	1,993	Gateway Computer 0001685643
C92009	3070	02-Nov-93	763	MINI COMPUTER-4DX	1,993	Gateway Computer 0001685644
C91056	3070	22-Nov-93	769	LAN- HP ADDL DISK DRIVE	5,976	Hewlett Packard
C92009	3070	29-Nov-93	767	MINI COMPUTER-4DX	1,993	Gateway Computer 0001749795
C92009	3070	29-Nov-93	768	MINI COMPUTER	2,475	Gateway Computer 0001749796

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