

LAW OFFICES OF
SHATZ, SCHWARTZ AND FENTIN, P.C.

1441 MAIN STREET-SUITE 1100
SPRINGFIELD, MASSACHUSETTS 01103-1491

TELEPHONE (413) 737-1131
TELECOPIER (413) 736-0375

REGISTRATION NO. 17345
FILED 1428

MAY 24 1991 - 2 55 PM

INTERSTATE COMMERCE COMMISSION

May 20, 1991

Secretary
Interstate Commerce Commission
Washington, DC 20423

1-144A041

Dear Secretary:

I have enclosed an original and a duplicate of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Security Agreement, a primary document, dated April 23, 1991.

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

Debtor: RWC, Inc.
Turnpike Industrial Park
Westfield, MA 01086-0876

Secured
Party: BayBank Valley Trust Company
1500 Main Street
Springfield, MA 01103

A description of the description of the equipment covered by the document follows:

Two (2) 1991 LN8000 Hy-rail Spraying Trucks
VIN # 13595 and 13596

A fee of \$15.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

James B. Sheils, Esquire
Shatz, Schwartz and Fentin, P.C.
1441 Main Street
Suite 1100
Springfield, MA 01103
(413) 737-1131

MAY 24 2 49 PM '91
U.S. DEPT. OF JUSTICE

A short summary of the document to appear in the index follows:

Security Agreement between RWC, Inc., Turnpike Industrial Park, Westfield, Massachusetts and BayBank Valley Trust Company, 1500 Main Street, Springfield, Massachusetts dated April 23, 1991, and covering two (2) LN8000 Hy-rail Spraying Trucks.

Very truly yours,

James B. Sheils JBS

James B. Sheils
Attorney for
BayBank Valley Trust Company

JBS:ab
Enclosure

cc: Mrs. Shirley F. Rau

ATTY08\5SECRETARY.08

6/28/91

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

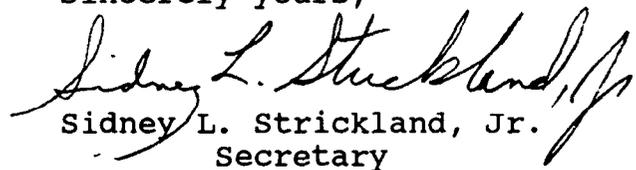
James B. Sheils, Esq.
Shatz, Schwartz & Fentin
1441 Main Street Suite 100
Springfield, MA. 01103

Dear
Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/24/91 at 2:55pm, and assigned recordation number(s).

17345

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

MAY 24 1991 -2 55 PM

NOT FOR USE IN CONSUMER CREDIT TRANSACTIONS

INTERSTATE COMMERCE COMMISSION

April 23, 1991

Date

RWC, INC.

Name

Turnpike Industrial Park,

Westfield,

MA 01086-0876

Principal Executive Offices No and Street

City

State

Zip Code

a Corporation under the laws of Massachusetts (hereinafter, the "Borrower"), and BayBank Valley Trust Company, with its principal office at 1500 Main Street, Springfield, Massachusetts 01115 (hereinafter the "Bank"), make this agreement in consideration of the mutual covenants contained herein and benefits to be derived herefrom

ARTICLE 1 GRANT OF SECURITY INTEREST

1-1 To secure the Borrower's prompt, punctual, and faithful performance of all and each of the Borrower's present and future Liabilities (as that term is defined herein) to the Bank, the Borrower hereby grants to the Bank a continuing security interest in and to, and assigns to the Bank, the property marked with an "x" or the like, below, any accessories to the property, and all products, proceeds, substitutions, and accessions thereof (all of which is referred to hereinafter as the "Collateral")

[] All Equipment (as defined below), whether now owned or in which the Borrower has an interest, or hereafter at any time acquired, or in which the Borrower obtains an interest

[X] Those items of equipment which are listed on Schedule A, annexed hereto

In the event that neither of the two alternative selections of Collateral, above, are selected, or in the event that both such descriptions are selected, then the collateral granted herein shall be that which is covered by the first such description

1-2 Except as specified below, all of the Collateral presently is located at the above address of the Borrower

(Other locations of Collateral)

The owner(s) of the real estate at which the Collateral is (are) located is (are) as follows

(Owners of Real Estate on which Collateral is located)

1-3 The within grant of a security interest is in addition to, and supplemental of, any security interest previously granted by the Borrower to the Bank and shall continue in full force and effect, applicable to all Liabilities and to any future advances made by the Bank to or on behalf of the Borrower, until the within Agreement is specifically terminated in writing by a duly authorized officer of the Bank

1-4 Contemporaneous with the execution of the within Security Agreement, and from time to time hereafter as may be requested by the Bank, the Borrower shall execute all such instruments as may be required by the Bank with respect to the perfection of the security interests granted herein, including without limitation, financing statements in such form and to be filed in accordance with the provisions of the Uniform Commercial Code in such State or States as the Bank may determine, and applications for notation of the Bank as lien holder, mortgagee, or the like, on such certificates or similar instruments as may have been issued with respect to the Borrower's ownership of one or more items of the Collateral. A carbon, photographic, or other reproduction of the within Agreement or of any financing statement or other instrument executed pursuant to this Section 1-4 shall be sufficient for filing to perfect the security interests granted herein

ARTICLE 2. CERTAIN DEFINITIONS

As herein used, the following terms have the following meanings

2-1 Except as specifically provided in the final sentence of this Section 2-1, the term "Liabilities" includes, without limitation, any and all liabilities, debts, and obligations of the Borrower to the Bank, each of every kind, nature and description "Liabilities" also includes, without limitation, each obligation to repay all loans, advances, indebtedness, notes, obligations, and amounts now or hereafter at any time owing by the Borrower to the Bank (including all future advances or the like whether or not given pursuant to a commitment by the Bank), whether or not any of such are liquidated, unliquidated, secured, unsecured, direct, indirect, absolute, contingent, or of any other type, nature, or description, or by reason of any cause of action which the Bank now or hereafter may hold against the Borrower "Liabilities" also includes, without limitation, all notes and other obligations of the Borrower now or hereafter assigned to or held by the Bank, each of every kind, nature, and description "Liabilities" also includes, without limitation, all interest and other amounts which may be charged to the Borrower and/or which may be due from the Borrower to the Bank from time to time and all costs and expenses incurred or paid by the Bank in respect of this and any other agreement between the Borrower and the Bank or instrument furnished by the Borrower to the Bank (including, without limitation, Costs of Collection, attorneys' reasonable fees, and all court and litigation costs and expenses) "Liabilities" also includes, without limitation, any and all obligations of the Borrower to act or to refrain from acting in accordance with the terms, provisions, and covenants of the within Agreement and of any other agreement between the Borrower and the Bank or instrument furnished by the Borrower to the Bank As used herein, the term "indirect" includes, without limitation, all obligations and liabilities which the Bank may incur or become liable for on account of or as a result of any transactions between the Bank and the Borrower including, without limitation, any which might arise out of any Letter of Credit or similar instrument issued by the Bank for the account of the Borrower and any which might arise out of any action brought or threatened against the Bank The term "indirect" also refers to any direct or contingent liability of the Borrower to make payment towards any obligation held by the Bank (including, without limitation, any industrial revenue bond) to the extent so held by the Bank The Bank's books and records shall be prima facie evidence of the Borrower's indebtedness to the Bank "Liabilities" does not include, and the security interest granted hereby does not secure, however, any indebtedness or obligations of the Borrower (or any such endorser or guarantor) incurred on account of personal, family, or household purposes

2-2 "Costs of Collection" includes, without limitation, all attorneys' fees, and out-of-pocket expenses incurred by the Bank's attorneys, and all costs incurred by the Bank including, without limitation, costs and expenses associated with travel on behalf of the Bank, which costs and expenses are directly or indirectly related to or in respect of the Bank's efforts to collect or enforce any of the Liabilities and/or to enforce any of the Bank's rights, remedies, or powers against or in respect of the Borrower and/or any other guarantor or person liable in respect of the Liabilities (whether or not suit is instituted in connection with such efforts) The Costs of Collection shall be added to the Liabilities of the Borrower to the Bank, as if such had been lent, advanced, and credited by the Bank to, or for the benefit of, the Borrower

2-3 "Equipment" includes, without limitation, "equipment" as defined in the Uniform Commercial Code as adopted in Massachusetts, and also all motor vehicles, rolling stock, machinery, office equipment, plant equipment, tools, dies, molds, store fixtures, furniture, fixtures, and other goods, property, and assets which are used and/or were purchased for use in the operation or furtherance of the Borrower's business, and any and all accessions, additions thereto, and substitutions thereof

2-4 "Proceeds" refers to whatever is received upon the sale, exchange, collection, or other disposition of the Collateral or proceeds of the Collateral, including, without limitation, insurance proceeds, and Equipment, inventory, goods, accounts, documents, securities, chattel paper, and general intangibles (as each of those terms is defined in the Uniform Commercial Code as adopted in Massachusetts)

ARTICLE 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3-1 The Borrower shall pay when due (or on demand if so payable) and will perform when due each Liability

3-2 No indebtedness or obligation of the Borrower to the Bank directly secured hereby has been or will hereafter be incurred on account of personal, family, household, or agricultural purposes

3-3 The Borrower is, and shall hereafter remain, the owner of the Collateral free and clear of all voluntary or involuntary liens, encumbrances, attachments, security interests, purchase money security interests, mortgages, and charges

3-4 The Borrower shall accord the Bank and the Bank's representatives with access from time to time as the Bank and such representatives may require to inspect the Collateral and to examine, inspect, copy, access, and make extracts from the Borrower's books, records, electronically stored data, papers, and files The Borrower shall make available to the Bank any copying facilities available to the Borrower

3-5 The Borrower shall provide the Bank with such financial information concerning the Borrower as the Bank may request from time to time, all of which shall be prepared in accordance with generally accepted accounting principles applied consistently

3-6 The Borrower shall have and maintain at all times such insurance covering the Collateral as may be satisfactory to the Bank All such insurance shall provide for a minimum of ten (10) days' written notice of cancellation to Bank and shall include such indorsement in favor of the Bank as the Bank may specify In the

THIS AGREEMENT IS CONTINUED ON THE FOLLOWING TWO PAGES

event of failure by Borrower to provide and maintain insurance as herein provided, the Bank may, at its option, provide such insurance. The Borrower shall furnish to Bank certificates or other evidence satisfactory to Bank concerning compliance by the Borrower with the foregoing provisions. The Borrower hereby appoints the Bank as the Borrower's attorney to obtain, adjust, settle, and cancel any insurance described in this section and to endorse in favor of the Bank any and all drafts and other instruments with respect to such insurance. The within appointment being coupled with an interest, is irrevocable until the within Agreement is terminated. The Bank shall not be liable on account of any exercise pursuant to said power except for any exercise in actual willful bad faith.

3-7 The Borrower shall comply with all, and shall not use any Collateral in violation of any, statute, regulation, ordinance, directive, and order of any federal, state, municipal, and other governmental authority which has or claims jurisdiction over the Borrower, any of the Borrower's assets, or any person in any capacity under which the Borrower would be responsible for the conduct of such person.

3-8 (a) The Borrower represents that neither the Borrower nor any person for whose conduct the Borrower is responsible ever (i) owned, occupied, or operated a site or vessel on which any hazardous material or oil was or is stored, transported, or disposed of (the terms site, vessel, and hazardous material respectively being used in this Section with the meaning given those terms in Mass. Gen. Laws Ch 21E), or (ii) directly or indirectly transported, or arranged for the transport of any hazardous material or oil, or (iii) caused or been legally responsible for any release or threat of release of any hazardous material or oil, or (iv) received notification from any federal, state, or other governmental authority of any potential or known release or threat of release of any hazardous material or oil from any site or vessel owned, occupied, or operated by the Borrower or any person for whose conduct the Borrower is responsible, and/or of the incurrence of any expense or loss by such governmental authority or by any other person in connection with the assessment, containment, or removal of any release or threat of release of any hazardous material or oil from any such site or vessel. (b) The Borrower shall (i) not store or dispose of any hazardous material or oil on any site or vessel owned, occupied, or operated by the Borrower or by any person for whose conduct the Borrower is responsible, and (ii) not directly or indirectly transport or arrange for the transport of any hazardous material or oil, and (iii) take all such action, including, without limitation, the conducting of engineering tests (at the expense of the Borrower) to confirm that no hazardous material or oil is or ever was stored on any site or vessel owned, occupied, or operated by the Borrower or by any person for whose conduct the Borrower is responsible, and (iv) provide the Bank with written notice upon the Borrower's obtaining knowledge of any potential or known release or threat of release of any hazardous material or oil at or from any site or vessel owned, occupied, or operated by the Borrower or by any person for whose conduct the Borrower is responsible, upon the Borrower's receipt of any notice to such effect from any federal, state, or other governmental authority, and/or upon the Borrower's obtaining knowledge of any incurrence of any expense or loss by such governmental authority in connection with the assessment, containment, or removal of any hazardous material or oil for which expense or loss the Borrower may be liable.

3-9 The Borrower shall not sell or offer to sell, lease, or otherwise transfer or dispose of the Collateral or any part thereof or any interest therein.

3-10 The Borrower shall keep the collateral in good order and repair and shall not waste or destroy the Collateral or any part thereof, nor use any of the Collateral in violation of any policy of insurance thereon.

3-11 With the exception of such of the Collateral as is moved in the ordinary conduct of the Borrower's business (such as motor vehicles) all Collateral shall be kept at the principal executive offices of the Borrower described above and/or at those locations indicated in Section 1-2, above.

ARTICLE 4. DEFAULT

Upon the occurrence of any one or more of the following Events of Default, any and all Liabilities of the Borrower to the Bank shall become immediately due and payable at the option of the Bank and without notice or demand, in addition to which the Bank may exercise its rights and remedies upon default, as set forth in Article 5, herein. The occurrence of any such Event of Default shall also constitute, without notice or demand, a default under all other agreements between the Bank and the Borrower and instruments and papers given the Bank by the Borrower.

4-1 The failure by the Borrower to pay when due (or upon demand, if payable on demand) any amount then owing by the Borrower to the Bank,

4-2 The failure by the Borrower to promptly, punctually, and faithfully perform or discharge any Liability,

4-3 The determination by the Bank that any representation or warranty now or hereafter made by the Borrower to the Bank, whether herein, or in any other document, instrument, agreement, or paper was not true or accurate when given,

4-4 The occurrence of any event such that any indebtedness of the Borrower for borrowed money could be accelerated, notwithstanding that such acceleration has not taken place,

4-5 Any act by, against, or relating to the Borrower, or its property or assets, which act constitutes the application for, consent to, or sufferance of the appointment of a receiver, trustee, or other person (pursuant to court action or otherwise) over all, or any part of, the Borrower's property, the granting of any trust mortgage or execution of an assignment for the benefit of the creditors of the Borrower, or the occurrence of any other voluntary or involuntary liquidation or extension of debt agreement for the Borrower, the admission by the Borrower of its inability to pay its debts as they mature, adjudication of insolvency relative to the Borrower, the entry of an order for relief or similar order with respect to the Borrower in any proceeding pursuant to Bankruptcy Reform Act of 1978 or any other federal statute dealing with the Bankruptcy (hereinafter, generally the "Bankruptcy Code"), the filing of any complaint, application, or petition against the Borrower initiating any matter in which the Borrower is or may be granted any relief from its debts pursuant to the Bankruptcy Code or pursuant to any other insolvency statute or procedure, the calling or sufferance of a meeting of creditors of the Borrower, the meeting by the Borrower with a formal or informal creditors' committee, the offering by or entering into by the Borrower of any composition, extension or other arrangement seeking relief or extension for its debts, or the initiation of any other judicial or non-judicial proceeding or agreement by, against, or including the Borrower which seeks or intends to accomplish a reorganization or arrangement with creditors.

4-6 The entry of any judgement against the Borrower, which judgement is not satisfied or appealed from (with execution or similar process stayed) within fifteen (15) days of such judgment's entry.

4-7 The service of any process upon the Bank seeking to attach by mesne or trustee process any funds of the Borrower on deposit with the Bank.

4-8 The death, termination of existence, dissolution, winding up, or liquidation of the Borrower.

4-9 (Applicable only if the Borrower is or becomes a corporation) the beneficial ownership at any time of twenty percent (20%) or more of the issued and outstanding capital stock of the Borrower having voting rights by persons who are not such owners on the date of execution of the within Agreement.

4-10 The occurrence of any of the events described above, with respect to any guarantor, endorser, or surety to the Bank of the Liabilities, as if such person were the "Borrower" described therein.

4-11 Any casualty or other loss or theft of twenty percent (20%) or more (determined at the lower of cost or market) of the Collateral.

4-12 The failure by the Borrower to pay any premium when due on any life insurance policy now or hereafter collaterally assigned to secure the Liabilities.

ARTICLE 5 RIGHTS AND REMEDIES UPON DEFAULT

5-1 Upon the occurrence of any Event of Default and at any time thereafter, the Bank shall have all of the rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts, in addition to which the Bank may take possession of and may sell, lease, or otherwise dispose of any or all of the Collateral in its then condition or following such preparation or processing as the Bank deems advisable. Unless the Collateral is perishable, threatens to decline speedily in value, or is of a type customarily sold on a recognized market (in which event the Bank shall give the Borrower such notice as may be practicable under the circumstances), the Bank shall give the Borrower at least the greater of the minimum notice required by law or seven (7) days prior written notice of the date, time, and place of any proposed public sale, and of the date after which any private sale or other disposition of the Collateral may be made.

5-2 In connection with the Bank's exercise of the Bank's rights under this Article, the Bank may enter upon, occupy, and use any premises owned or occupied by the Borrower. The Bank shall not be required to remove any of the Collateral from any such premises, and may render any Collateral unusable to the Borrower, and may conduct any disposition of the Collateral on such premises.

5-3 The proceeds of any disposition of the Collateral held under this Article shall be applied towards the Liabilities in such order and manner as the Bank determines in its sole discretion, any statute, custom, or usage to the contrary notwithstanding. The Borrower shall remain liable to the Bank for any deficiency remaining following such application.

5-4 Upon the occurrence of any Event of Default, the Bank may require the Borrower to assemble the Collateral and make it available to the Bank at the Borrower's sole risk and expense at a place or places designated by the Bank which are reasonably convenient to both the Bank and Borrower.

5-5 The rights, remedies, powers, privileges, and discretions of the Bank hereunder (herein, the "Bank's Rights and Remedies") shall be cumulative and not exclusive of any rights or remedies which it otherwise may have. No delay or omission by the Bank in exercising or enforcing any of the Bank's Rights or Remedies shall operate as, or constitute, a waiver thereof. No waiver by the Bank of any Event of Default or of any default under any other agreement shall operate as a waiver of any other default hereunder or under any other agreement. No exercise of any of the Bank's Rights and Remedies, and no other agreement or transaction of whatever nature entered into between the Bank and the Borrower at any time, shall preclude any other exercise of the Bank's Rights and Remedies. No waiver by the Bank of any of the Bank's Rights and Remedies on any one occasion shall be deemed a waiver on any subsequent occasion, nor shall it be deemed a continuing waiver. All of the Bank's Rights and Remedies and all of the Bank's rights, remedies, powers, privileges, and discretions under any other agreement or transaction are cumulative and not alternative or exclusive and may be exercised by the Bank at such time or times and in such order of preference as the Bank in its sole discretion may determine.

ARTICLE 6 GENERAL

6-1 All deposits or other sums at any time credited by or due from the Bank to the Borrower, and all cash, securities, instruments, or other property of the Borrower in the possession of the Bank (whether for safekeeping, or otherwise) shall at all times constitute security for the Liabilities, and may be applied or set off by the Bank against the Liabilities at any time and whether or not the Liabilities are then due or other collateral is then available to Bank.

6-2 (a) The Borrower WAIVES notice of non payment, demand, presentment, protest and all forms of demand and notice, both with respect to the Liabilities and the Collateral.

(b) The Borrower, if entitled to it, WAIVES the right to notice and/or hearing prior to the exercise of any of the Bank's Rights and Remedies.

6-3 The Bank shall have no duty as to the protection of the Collateral beyond the safe custody of such of the Collateral as may come into the possession of the Bank. The Bank's Rights and Remedies may be exercised without resort or regard to any other source of satisfaction of the Liabilities.

6-4 All notices and other correspondence to the Borrower by the Bank in connection with the within Agreement shall be to the Borrower's address found at the beginning of the within Agreement, which address may be changed on seven (7) days written notice given the Bank by the Borrower. All notices and other correspondence to the Bank by the Borrower in connection with the within Agreement shall be to the Bank's principal office, or as the Bank may otherwise specify from time to time and shall be sent by certified mail, return receipt requested.

6-5 The within Agreement shall be binding upon the Borrower and the Borrower's heirs, executors, administrators, representatives, successors, and assigns and shall inure to the benefit of the Bank and the Bank's successors and assigns.

6-6 Any determination that any provision of the within Agreement or any application thereof is invalid, illegal, or unenforceable in any respect in any instance shall not affect the validity, legality, and enforceability of such provision in any other instance, nor the validity, legality, or enforceability of any other provision of the within Agreement.

6-7 The within Agreement and all other instruments executed in connection herewith incorporates all discussions and negotiations between the Borrower and the Bank concerning the matters included herein and in such other instruments. No such discussions or negotiations shall limit, modify, or otherwise affect the provisions hereof. No modification, amendment, or waiver of any provision of the within Agreement or of any provisions of any other agreement between the Borrower and the Bank shall be effective unless executed in writing by the party to be charged with such modification, amendment, or waiver, and if such party be the Bank, then by a duly authorized officer thereof.

6-8 The Borrower shall pay on demand all Costs of Collection and all expenses of the Bank in connection with the preparation, execution, and delivery of the within Agreement and of any other documents and agreements between the Borrower and the Bank, including without limitation, attorneys' reasonable fees and disbursements, and all expenses which the Bank may hereafter incur in connection with the protection or enforcement of any of the Bank's rights against the Borrower, any Collateral, and any guarantor of the Liabilities. The Borrower authorizes the Bank to pay all such expenses and to charge the same to any account of the Borrower with the Bank.

6-9 All amounts which the Bank may advance under any of Sections 2-2, 3-4, 3-6, and 6-8, above, shall be repayable to the Bank with interest at the highest rate charged the Borrower by the Bank, on demand, shall be a Liability, and may be charged by the Bank to any deposit account which the Borrower maintains with the Bank.

6-10 The within Agreement and all other documents in the Bank's possession which relate to the Liabilities may be reproduced by the Bank by any photographic, photostatic, microfilm, micro-card, miniature photographic, xerographic, or similar process, and the Bank may destroy the original from which any document was so reproduced. Any such reproduction, and any enlargement, facsimile, or other reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business).

6-11 This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the Commonwealth of Massachusetts. The Borrower submits itself to the jurisdiction of the Courts of said Commonwealth for all purposes with respect to the within Agreement and the Borrower's relationship with the Bank.

6-12 The Borrower shall indemnify, defend, and hold the Bank harmless of and from any loss, liability, claim, or demand suffered by or asserted against the Bank with respect to the Bank's relationship with the Borrower (each of which may be defended by the Bank with counsel of the Bank's selection, but at the expense of the Borrower as if such costs and expenses were Costs of Collection). The within indemnification shall survive any termination, release, or discharge executed by the Bank in favor of the Borrower.

6-13 The within Agreement shall remain in full force and effect until specifically terminated in writing by a duly authorized officer of the Bank. Such termination by the Bank may be conditioned upon such indemnifications provided to the Bank by or on behalf of the Borrower as the Bank may request. No termination pursuant to this Section shall affect the indemnification provided in Section 6-12, above.

6-14 It is intended that (a) the within Agreement take effect as a sealed instrument, and (b) with the exception of the Bank's internal costs and expenses, all costs and expenses incurred by the Bank in connection with the Bank's relationship(s) with the Borrower shall be borne by the Borrower.

6-15 The Borrower acknowledges having received a copy of the within Agreement.

ATTEST

Sherley F. Rau

Print Name _____

ATTEST

Print Name _____

RWC, INC.

(Borrower)

By _____

John B. Roy
Title President

By _____
Title

BAYBANK VALLEY TRUST COMPANY

By _____

Peter Lanelor

Its Senior Vice President

SCHEDULE A

Two (2) 1991 LN8000 Hy-Rail Spraying Trucks

Vin.#13595 & Vin.#13596

(See attached Schedule A-1)

State of Massachusetts
County of Hampden, ss.

On this 23rd day of April, 1991 before me personally appeared JOHN B. ROY, to me personally known, who being by me duly sworn, says that he is the President of RWC, Inc. that said instrument was signed as a sealed instrument on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sherley F. Rau
Notary Public

My commission expires:

SHIRLEY F. RAU
Notary Public

My Commission Expires February 17, 1996

RWC, INC.
Turnpike Industrial park
Westfield, MA 01086-0876

Schedule A-1

WS-66 & WS-67

NEW TRUCKS	\$ 97,061.32
HY-RAIL WHEELS	31,780.00
TANK UNITS	100,500.00
TIRES	1,587.14
ADDED PARTS	22,959.39
	<hr/>
	\$253,887.85

RWC, INC.
Turnpike Industrial Park
Westfield, MA 01086-0876

DESCRIPTION

MODEL LN8000

WHEEL BASE 210" CA 144" AF 102"

FORD DIESEL 240 HP @ 2,400 RPM

AF Extension to 102"

RIDEWELL PUSHER AXLE (Lift) RUA-220B-1-7 w/RIMS

FRONT AXLE 12,000 lbs. SPRINGS 16,000 lbs. cap.

REAR AXLE 23,000 lbs. 4.89 RATIO SPRINGS 24,500 lbs.

TRANSMISSION RTO 6613 Fuller

PLUS ALL OPTIONAL AND STANDARD EQUIPMENT PER GRAHAM FORD
QUOTATION: WEEDS 2 (9/27/90) per F.G. Robinson