

COWDEN, HUMPHREY & SARLSON

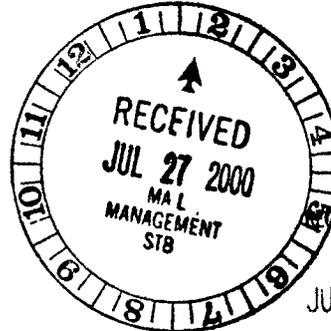
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Secretary, Surface Transportation Board
ATTN: Vernon A. Williams
1925 K Street Northwest
Suite 700
Washington, D.C. 20423



RECORDATION NO. 23029 FILED
JUL 28 2000 3-31 PM

July 26, 2000

SURFACE TRANSPORTATION BOARD

SUMMARY: Enclosed for recordation by the Surface Transportation Board is a Security Agreement between Marietta Industrial Enterprises, Rt. 4, Box 179-1A, Marietta, Ohio 45750 (Debtor) and First International Bank, 280 Trumbull Street, Hartford, Connecticut, 06103 (Secured Party) covering the General Motors Mdl., GP 10, 1,000 lb Diesel Locomotive, together with renewals, substitutions, replacements, additions, rental payments, products and proceeds, all of which is more fully described in a Security Agreement dated July 26, 2000 between Debtor and Secured Party.

Dear Mr. Williams:

I have enclosed an original and one certified true copy of the primary document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This enclosed primary document is a Security Agreement dated July 26, 2000. The names and addresses of the parties to the Security Agreement are as follows:

DEBTOR:	SECURED PARTY:
Marietta Industrial Enterprises, Inc.	First International Bank
Rt. 4, Box 179-1A	280 Trumbull Street
Marietta, Ohio 45750	Hartford, Connecticut 06103

A description of the equipment covered by the document follows:

General Motors Mdl., GP 10, 1,000 lb Diesel Locomotive, together with renewals, substitutions, replacements, additions, rental payments, products and proceeds, all of which is more fully described in a Security Agreement dated July 26, 2000 between Debtor and Secured Party. AAR Mechanical Designation: 707. Identifying Mark: LKRR1205.

A fee of \$26.00 is enclosed for recordation of the Security Agreement. Please return the original and any extra copies not needed by the Board for recordation to Mark Sarlson, Cowden,



COWDEN, HUMPHREY & SARLSON

Humphrey & Sarlson, 1414 Terminal Tower, 50 Public Square, Cleveland, Ohio 44113

Thank you, please let me know if you have any questions regarding this document recordation.

Sincerely,

A handwritten signature in cursive script that reads "Mark Sarlson". The signature is written in black ink and includes a long, sweeping horizontal flourish at the end.

Mark Sarlson

FIRST INTERNATIONAL BANK

RECORDATION NO. _____ FILED

JUL 28 '00 3:31 PM

SECURITY AGREEMENT

(\$4,850,000.00)

SURFACE TRANSPORTATION BOARD

SECURITY AGREEMENT made on July 26, 2000 between **MARIETTA INDUSTRIAL ENTERPRISES, INC.**, whose principal place of business is located at Rt. 4, Box 179-1A, Marietta, Ohio 45750 ("Debtor"), and **FIRST INTERNATIONAL BANK**, a banking association having an office at 280 Trumbull Street, Hartford, Connecticut ("Secured Party").

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party, intending to be bound legally, agree as follows:

1. Security Interest. (a) To secure payment and performance of the Obligations (as defined below), Debtor hereby pledges, assigns, transfers and grants to Secured Party a continuing security interest in the following property of the Debtor, whether now owned or hereafter acquired by Debtor:

All tangible and intangible personal property, (excluding Motor Vehicles), including without limitation, all Goods, Fixtures, Accounts, Chattel Paper, Contracts, Documents, Equipment, General Intangibles, Instruments, Investment Property and Inventory, as more particularly described in **Exhibit A** annexed;

Together, in each instance, with the renewals, substitutions, replacements, additions, rental payments, products and Proceeds thereof (hereinafter, collectively called the "Collateral").

(b) Debtor expressly acknowledges that the security interest granted hereunder shall remain as security for payment and performance of the Obligations, whether now existing or which may hereafter be incurred by future advances, or otherwise. The notice of the continuing grant of this security interest therefore shall not be required to be stated on the face of any document representing any such Obligations, nor otherwise identify it as being secured hereby.

2. Cross-Collateralization. All Collateral which Secured Party may at any time acquire from Debtor or from any other source in connection with any of the Obligations shall constitute collateral for each and every Obligation, without apportionment or designation as to particular Obligations, and all Obligations, however and whenever incurred, shall be secured by all Collateral, however and whenever acquired, and Secured Party shall have the right, in its sole discretion, to determine the order in which Secured Party's rights in, or remedies against, any Collateral are to be exercised, and which type or which portions of Collateral are to be proceeded against and the order of application of Proceeds of Collateral as against particular Obligations.

3. Definitions. The following terms shall have the following meanings:

(a) "Accounts" means all accounts, as that term is defined in Article 9 of the Uniform Commercial Code as in effect from time-to-time in the State of Ohio (the "UCC"), and, in any event, shall include any right to payment held by Debtor, whether in the form of accounts receivable, notes, drafts, acceptances, letters of credit (including proceeds of letters of credit) or other forms of obligations and receivables, now owned or hereafter received or acquired by or belonging or owing to the Debtor (including, without limitation, under any trade name, style or division thereof) for Inventory sold or leased or services rendered by it whether or not earned by performance, together with all guarantees and security therefor and all Proceeds thereof, whether cash Proceeds or otherwise, including, without limitation, all right, title and interest of Debtor in the Inventory which gave rise to any such Accounts, including, without limitation, unpaid seller's rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed rejected or repossessed Inventory or other goods;

(b) "Chattel Paper" means all chattel paper, as that term is defined in Article 9 of the UCC, and, in any event, shall include any writing or writings which evidence both a monetary obligation and a security interest in or a lease of specific goods, whether now or hereafter held by Debtor;

(c) "Contracts" means all contracts, undertakings, franchise agreements or other agreements (other than rights evidenced by Chattel Paper, Documents or Instruments, as those terms are defined above and below) in or under which the Debtor may now or hereafter have any right, title or interest, including, without limitation, with respect to an Account, and any agreement relating to the terms of payment or the terms of performance thereof;

(d) "Documents" means all documents, as that term is defined in Article 9 of the UCC;

(e) "Equipment" means all equipment, as that term is defined in Article 9 of the UCC and, in any event, shall include, without limitation, all machinery, tools, dies, equipment, furnishings, vehicles (other than Motor Vehicles) and computers and other electronic data processing and other office equipment, including, but not limited to, the items of Equipment listed on **Exhibit B** attached hereto and made a part hereof, any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto, and all Contracts, contract rights and Chattel Paper arising out of any lease of any of the foregoing;

(f) "Financing Agreements" means this Agreement and any and all agreements, notes, guaranties, instruments, security agreements and documents evidencing, governing, securing or relating in any way to that certain promissory note dated July 26, 2000 in the original principal amount(s) of \$ 4,850,000.00 in favor of Secured Party (the "Note");

(g) "General Intangibles" means all general intangibles, as that term is defined in Article 9 of the UCC, and, in any event, shall include all right, title and interest which the Debtor may now or hereafter have in or under any Contract, all customer lists, trademarks, patents, rights in intellectual property, interests in partnerships, joint ventures and other business associations, licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, recipes, experience, processes, models, drawings, blueprints, catalogs, materials and records, goodwill (including, without limitation, the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license, claims in or under insurance policies, including unearned premiums, uncertificated securities, deposit accounts, rights to receive tax refunds and other payments and rights of indemnification;

(h) "Goods" shall have the same meaning as that contained in Article 9 of the UCC;

(i) "Instruments" means all instruments, as that term is defined in Article 9 of the UCC, and, in any event, shall include any negotiable instrument or certificated security, as defined in Article 8 of the UCC, or any other writing which evidences a right to the payment of money and is not itself an instrument that constitutes, or is a part of a group or writings that constitute, Chattel Paper, and is of a type which, in the ordinary course of business, is transferred by delivery with any necessary endorsement or assignment, whether now or hereafter held by Debtor;

(j) "Inventory" means all inventory, as that term is defined in Article 9 of the UCC, wherever located, and, in any event, shall include all inventory, merchandise, goods and other personal property which are held by or on behalf of the Debtor for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in the Debtor's business, or the processing, packaging, promotion, delivery or shipping of the same, and all finished goods, whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession of the Debtor or is held by the Debtor or by others for the Debtor's account, including, without limitation, all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers and all inventory which may be located on premises of the Debtor or of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents or other persons;

(k) "Investment Property" shall have the same meaning as that contained in Chapter 1309 of the Ohio Revised Code;

(l) "Motor Vehicles" shall have the same meaning as that contained in Chapter 1309 of the Ohio Revised Code;

(m) "Obligations" means any and all obligations, indebtedness, liabilities, guaranties, covenants and duties owing by Debtor to Secured Party, under any of the Financing Agreements, whether due or to become due, absolute or contingent, now existing or hereafter incurred or arising, whether or not otherwise guaranteed or secured and whether evidenced by any note or draft or documented on the books and records of Secured Party or otherwise on open account, including without limitation, all costs, expenses, fees, charges and attorneys' and other professional fees incurred by Secured Party in connection with, involving or related to the administration, protection, modification, collection, enforcement, preservation or defense of any of the Secured Party's rights with respect to any of the Obligations, the Collateral or any agreement, instrument or document evidencing, governing, securing or relating to any of the foregoing, including without limitation, all costs and expenses incurred in inspecting or surveying mortgaged real estate, if any, or conducting environmental studies or tests, and in connection with any "workout" or default resolution negotiations involving legal counsel or other professionals and any re-negotiation or restructuring of any of the Obligations; and

(n) "Proceeds" means all proceeds, as that term is defined in Article 9 of the UCC, and, in any event, shall include (a) any and all Accounts, Chattel Paper, Instruments, cash and other proceeds payable to the Debtor from time-to-time in respect of any of the foregoing collateral security, (b) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time-to-time with respect to any of the collateral security, (c) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time-to-time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the collateral security by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (d) any and all other amounts from time-to-time paid or payable under or in connection with any of the collateral security.

4. Debtor's Representations and Warranties. Debtor represents and warrants to Secured Party as follows:

(a) Good Standing and Qualification/Legal Capacity. The Debtor is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio and has all requisite corporate power and authority to own and operate its properties and to carry on its business as now being conducted.

(b) Authority. The Debtor has full power and authority to enter into and perform the obligations under this Agreement, to execute and deliver the Financing Agreements and to incur the obligations provided for herein and therein, all of which have been duly authorized by all necessary and proper corporate, company or partnership action, if and as the case may be. No other consent or approval or the taking of any other action is required as a condition to the validity or enforceability of this Agreement or any of the other Financing Agreements.

(c) Binding Agreements. This Agreement and the other Financing Agreements constitute the valid and legally binding obligations of the Debtor, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

(d) Litigation. There are no actions, suits, proceedings or investigations pending or threatened against the Debtor before any court or administrative agency, which either in any case or in the aggregate, if adversely determined, would materially and adversely affect the financial condition, assets or operations of the Debtor, or which question the validity of this Agreement or any of the other Financing Agreements, or any action to be taken in connection with the transactions contemplated hereby or thereby.

(e) No Conflicting Law or Agreements. The execution, delivery and performance by the Debtor of this Agreement and the other Financing Agreements: (i) do not violate any provision of the Articles of Incorporation and Code of Regulations or the partnership agreement or the Operating Agreement, if and as the case may be, of the Debtor, (ii) do not violate any order, decree or judgment, or any provision of any statute, rule or regulation, (iii) do not violate or conflict with, result in a breach of or constitute (with notice or lapse of time, or both) a default under any shareholder agreement, partnership agreement, operating agreement, stock preference agreement, mortgage, indenture, contract or other agreement to which the Debtor is a party, or by which any of Debtor's properties are bound, or (iv) except for the liens and mortgages granted to Secured Party hereunder, do not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any property or assets of the Debtor.

(f) Financial Statements. The financial information of the Debtor, including, but not limited to, tax returns, balance sheets, statements of earnings, retained earnings, contributed capital and cash flow statements, heretofore submitted to Secured Party, is complete and correct and fairly presents the financial condition of the Debtor as of the dates of said information and the results of its operations and its cash flows for the periods referred to therein in accordance with generally accepted accounting principles, consistently applied. Since the submission of said information to Secured Party, there has been no material adverse change in the financial condition or business of the Debtor.

(g) Taxes. With respect to all taxable periods of the Debtor, the Debtor has filed all tax returns which are required to be filed and all federal, state, municipal, franchise and other taxes shown on such filed returns have been paid as due or have been reserved against, if not yet due, as required by generally accepted accounting principles, consistently applied, and the Debtor knows of no unpaid assessments against Debtor.

(h) Compliance. The Debtor is not in default with respect to or in violation of any order, writ, injunction or decree of any court or of any federal, state, municipal or other governmental department, commission, board, bureau, agency, authority or official, or in violation of any law, statute, rule or regulation to which Debtor or Debtor's properties is or are

subject, where such default or violation would materially and adversely affect the financial condition of the Debtor. The Debtor represents that Debtor has not received notice of any such default or violation from any party. The Debtor is not in default in the payment or performance of any of Debtor's obligations to any third parties or in the performance of any mortgage, indenture, lease, contract or other agreement to which Debtor is a party or by which any of Debtor's assets or properties are bound, where such default would materially and adversely affect the financial condition of the Debtor.

(i) Office. The chief executive office and principal place of business of the Debtor, and the office where Debtor's books and records concerning Collateral are kept, is set forth in the first paragraph of this Agreement.

(j) Places of Business. The Debtor has no other places of business and locates no Collateral, specifically including books and records, at any location other than at Debtor's place of business set forth in the first paragraph of this Agreement.

(k) Contingent Liabilities. The Debtor is not a party to any suretyship, guarantyship, or other similar type agreement; nor has Debtor offered its endorsement to any individual, concern, corporation or other entity or acted or failed to act in any manner which would in any way create a contingent liability (except for endorsement of negotiable instruments in the ordinary course of business).

(l) Licenses. The Debtor has all licenses, permits and other permissions required by any government, agency or subdivision thereof, or from any licensing entity necessary for the conduct of Debtor's business, all of which the Debtor represents to be in good standing and in full force and effect.

(m) Collateral. The Debtor is and shall continue to be the sole owner of the Collateral free and clear of all liens, encumbrances, security interests and claims except the liens granted to Secured Party hereunder; the Debtor is fully authorized to sell, transfer, pledge and/or grant a security interest in each and every item of the Collateral to Secured Party; all documents and agreements related to the Collateral shall be true and correct and in all respects what they purport to be; all signatures and endorsements that appear thereon shall be genuine and all signatories and endorsers shall have full capacity to contract; none of the transactions underlying or giving rise to the Collateral shall violate any applicable state or federal laws or regulations; all documents relating to the Collateral shall be legally sufficient under such laws or regulations and shall be legally enforceable in accordance with their terms; and the Debtor agrees to defend the Collateral against the claims of all persons other than Secured Party.

(n) Environmental, Health, Safety Laws. Debtor has not received any notice, order, petition or similar document in connection with or arising out of any violation of any environmental, health or safety law, regulation, rule or order, and Debtor knows of no basis for any claim of such violation or of any threat thereof.

5. Affirmative Covenants of the Debtor. The Debtor covenants and agrees that from the date hereof until full and final payment and performance of all Obligations, the Debtor shall:

(a) Financial Information. Deliver to Secured Party: (i) promptly upon Secured Party's request, such documentation and information about the Debtor's financial condition, business and/or operations as Secured Party may, at any time and from time to time, request, including without limitation, business and/or personal financial statements, copies of federal and state income tax returns and all schedules thereto, aging reports of Debtor's Accounts and accounts payable and a listing of Debtor's Inventory and Equipment, all of which shall be in form, scope and content satisfactory to Secured Party, in its sole discretion; and (ii) promptly upon becoming aware of any Event of Default (as defined below), or any occurrence which but for the giving of notice or the passage of time would constitute an Event of Default, notice thereof in writing.

(b) Insurance and Endorsement. (i) Keep the Collateral and Debtor's other properties insured against loss or damage by fire and other hazards (so-called "All Risk" coverage) in amounts and with companies satisfactory to Secured Party to the same extent and covering such risks as is customary in the same or a similar business; maintain public liability coverage, including without limitation, products liability coverage, against claims for personal injuries or death; and maintain all worker's compensation, employment or similar insurance as may be required by applicable law; (ii) All insurance shall contain such terms, be in such form, and be for such periods satisfactory to Secured Party, and be written by such carriers duly licensed by the State of Ohio or the State of West Virginia depending on which state the Collateral being insured is located and satisfactory to Secured Party. Without limiting the generality of the foregoing, such insurance must provide that it may not be cancelled without thirty (30) days prior written notice to Secured Party. The Debtor shall cause Secured Party to be endorsed as a loss payee with a long form Lender's Loss Payable Clause, in form and substance acceptable to Secured Party on all such insurance. In the event of a failure to provide and maintain insurance as herein provided, Secured Party may, at its option, provide such insurance and charge the amount thereof to the Debtor. The Debtor shall furnish to Secured Party certificates or other satisfactory evidence of compliance with the foregoing insurance provisions. The Debtor hereby irrevocably appoints Secured Party as its attorney-in-fact, coupled with an interest, to make proofs of loss and claims for insurance, and to receive payments of the insurance and execute all documents, checks and drafts in connection with payment of the insurance. Any Proceeds received by Secured Party shall be applied to the Obligations in such order and manner as Secured Party shall determine in its sole discretion, or shall be remitted to the Debtor, in either event at Secured Party's sole discretion.

(c) Tax and Other Liens. Comply with all statutes and government regulations and pay all taxes (including withholdings), assessments, governmental charges or levies, or claims for labor, supplies, rent and other obligations made against it or its property which, if unpaid, might become a lien or charge against the Debtor or its properties.

(d) Place of Business. Maintain its place of business and chief executive offices at the address set forth in the first paragraph of this Agreement.

(e) Inspections. At any time upon reasonable notice to the Debtor, allow Secured Party by or through any of their officers, attorneys, and/or accountants designated by Secured Party, for the purpose of ascertaining whether or not each and every provision hereof and of any related agreement, instrument and document is being performed, to enter the offices and plants of the Debtor to examine or inspect any of the properties, books and records or extracts therefrom, to make copies of such books and records or extracts therefrom, and to discuss the affairs, finances and accounts thereof with the Debtor all at such reasonable times and as often as Secured Party or any such representative of Secured Party may reasonably request.

(f) Litigation. Promptly advise Secured Party of the commencement or threat of litigation, including arbitration proceedings and any proceedings before any governmental agency (collectively, "Litigation"), which is instituted against the Debtor.

(g) Maintenance of Existence. Maintain its corporate, limited liability company or partnership existence, as the case may be, and comply with all valid and applicable statutes, rules and regulations, and maintain its properties in good repair, working order and operating condition. The Debtor shall immediately notify Secured Party of any event causing material loss in the value of its assets.

(h) Collateral Duties. Do whatever Secured Party may request from time to time by way of obtaining, executing, delivering and filing financing statements, assignments, landlord's or mortgagee's waivers, and other notices and amendments and renewals thereof, and the Debtor will take any and all steps and observe such formalities as Secured Party may request in order to create and maintain a valid and enforceable first lien upon, pledge of, and first priority security interest in, any and all of the Collateral. Secured Party is authorized to file financing statements without the signature of the Debtor and to execute and file such financing statements on behalf of the Debtor as specified by the UCC to perfect or maintain Secured Party's security interest in all of the Collateral. All charges, expenses and fees Secured Party may incur in filing any of the foregoing, together with reasonable costs and expenses of any lien search required by Secured Party, and any taxes relating thereto, shall be charged to the Debtor and added to the Obligations.

(i) Notice of Default. Provide to Secured Party, within one business day after becoming aware of the occurrence or existence of an Event of Default or a condition which would constitute an Event of Default but for the giving of notice or passage of time on both, notice in writing of such Event of Default or condition.

6. Negative Covenants of the Debtor. The Debtor covenants and agrees that from the date hereof until full and final payment and performance of all Obligations, the Debtor shall not without the prior written consent of Secured Party:

(a) Encumbrances. Incur or permit to exist any lien, mortgage, charge or other encumbrance against any of the Collateral, whether now owned or hereafter acquired, except: (i) liens required or expressly permitted by this Agreement; (ii) pledges or deposits in connection with or to secure worker's compensation, unemployment or liability insurance; and (iii) tax liens which are being contested in good faith with the prior written consent of Secured Party and against which, if requested by Secured Party as a condition to its consent, the Debtor shall set up a cash reserve or post a surety bond in an amount equal to the total amount of the lien being contested.

(b) Consolidation or Merger. Merge into or consolidate with or into any entity.

(c) Sale and Lease of Assets. Sell, lease or otherwise dispose of any of its assets, except for sales of inventory in the ordinary course of business.

(d) Name Changes. Change its corporate name or conduct its business under any trade name or style other than as set forth in this Agreement.

(e) Maintenance of Collateral. Permit to incur or suffer any loss, theft, substantial damage or destruction of any of the Collateral which is not immediately replaced with Collateral of equal or greater value, or which is not fully covered by insurance, the proceeds of which shall have been endorsed over to Secured Party in accordance with Section 5(b) hereof.

(f) Further Covenants. The Debtor hereby makes such further covenants, if any, as may be set forth on a Schedule 6(f) attached hereto and made a part hereof.

7. Rights of Secured Party. Upon the occurrence of any Event of Default, Secured Party shall have the right to declare all of the Obligations to be immediately due and payable and shall then have the rights and remedies of a secured party under the Uniform Commercial Code or under any other applicable law, including, without limitation, the right to take possession of the Collateral, and in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom and the right to occupy the Debtor's premises for up to one (1) year rent free for the purposes of liquidating Collateral, including without limitation, conducting an auction thereon. Secured Party may require the Debtor to make the Collateral (to the extent the same is moveable) available to Secured Party at a place to be designated by Secured Party. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give the Debtor at least ten (10) days' prior written notice at the address of the Debtor set forth above (or at such other address or addresses as the Debtor shall specify in writing to Secured Party) of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the

Uniform Commercial Code) that reasonable notification be given of the time and place of such sale or other disposition. After deducting all costs and expenses of collection, storage, custody, sale or other disposition and delivery (including reasonable attorneys' fees) and all other reasonable charges against the Collateral, the residue of the Proceeds of any such sale or disposition shall be applied to the payment of the Obligations in such order to priority as Secured Party shall determine and any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto. In the event the Proceeds of any sale, lease or other disposition of the Collateral hereunder, including without limitation, the Proceeds from the collection of Accounts, are insufficient to pay all of the Obligations in full, the Debtor will be liable for the deficiency, together with interest thereon, at the maximum rate allowable by law, and the costs and expenses of collection of such deficiency, including (to the extent permitted by law) without limitation, attorneys' fees, expenses and disbursements.

8. Right of Secured Party to Use and Operate Collateral, Etc. Upon the occurrence of any Event of Default, Secured Party shall have the right and power to take possession of all or any part of the Collateral, and to exclude the Debtor and all persons claiming under the Debtor wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same. Upon any such taking of possession, Secured Party may, from time to time, at the expense of the Debtor, make all such repairs, replacements, alterations, additions and improvements to the Collateral as Secured Party may deem proper. In any such case Secured Party shall have the right to manage and control the Collateral and to carry on the business and to exercise all rights and powers of the Debtor in respect thereto as Secured Party shall reasonably deem best, including the right to enter into any and all such agreements with respect to the operation of the Collateral or any part thereof as Secured Party may see fit; and Secured Party shall be entitled to collect and receive all issues, profits, fees, revenues and other income of the same and every part thereof. Such issues, profits, fees, revenues and other income shall be applied to pay the expenses of holding and operating the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which Secured Party may be required or may elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which Secured Party may be required or authorized to make under any provision of this Agreement (including legal costs and attorneys' fees). The remainder of such issues, profits, fees, revenues and other income shall be applied to the payment of the Obligations in such order of priority as Secured Party shall determine. Without limiting the generality of the foregoing, Secured Party shall have the right to apply for and have a receiver appointed by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies hereunder in order to manage, protect and preserve the Collateral and continue the operation of the business of the Debtor and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership including the compensation of the receiver and to the payment of the Obligations as aforesaid until a sale or other disposition of such Collateral shall be finally made and consummated.

9. Collection of Accounts Receivable, Etc. At any time after default, Secured Party shall have the right to require Debtor to and Debtor shall, upon written notice from Secured Party:

(a) Make collections of Proceeds upon its Accounts, hold the Proceeds received from collections in trust for Secured Party and turn over such Proceeds to Secured Party daily in the exact form which they are received, together with a collection report in form satisfactory to Secured Party. Secured Party shall immediately apply, subject to collection, such Proceeds and any Proceeds of Accounts received by it pursuant to the following provisions of this Section 9, to the payment of the Obligations in such order of priority as Secured Party shall determine;

(b) Assign or endorse the Accounts to Secured Party, and notify account debtors that the Accounts have been assigned and should be paid directly to Secured Party;

(c) Turn over to Secured Party all Inventory returned in connection with any of the Accounts;

(d) Mark or stamp each of its individual ledger sheets or cards pertaining to its Accounts with the legend "Assigned to First International Bank," and stamp or otherwise mark and keep its books, records, documents and instruments relating to the Accounts in such manner as Secured Party may require; and

(e) Mark or stamp all invoices with a legend satisfactory to Secured Party so as to indicate that the same should be paid directly to Secured Party.

Notwithstanding the foregoing, Secured Party shall have the right, at any time after the occurrence of an Event of Default, to itself so notify such account debtors to make such payments of the Accounts directly to Secured Party and Secured Party shall have the further right to notify the post office authorities to change the address for delivery of mail of Debtor to an address designated by Secured Party and to receive, open and dispose of all mail addressed to Debtor. For the purposes of this Section 9, Debtor hereby irrevocably constitutes Secured Party as Debtor's attorney-in-fact to issue in the name and execute or endorse on behalf of Debtor each and every notice, instrument and document necessary to carry out the purposes of the provisions of this Section 9, and to take such action in connection with the collection of the Accounts, including without limitation, suing thereon, compromising or adjusting the same, as Secured party, in its sole discretion, deems necessary. The power of attorney granted hereby shall be self-executing, but Debtor shall promptly execute and deliver to Secured Party, upon written request of Secured Party, such additional separate powers of attorney as Secured Party may from time to time request.

10. Events of Default. The Debtor shall be in default under this Agreement upon the happening of any default or Event of Default under that certain U.S. Department of Agriculture Rural Business-Cooperative Service Commercial Loan Agreement dated of even date herewith between the Debtor and the Secured Party, or upon any failure by Debtor to duly observe or

perform any term, covenant, condition or agreement contained herein, (herein individually called an "Event of Default" and collectively called "Events of Default").

11. Waivers, Etc. The Debtor hereby waives presentment, demand, notice, protest and all other demands and notices in connection with this Agreement or the enforcement of Secured Party's rights hereunder or in connection with any Obligations or any Collateral; consents to and waives notice of: (a) the granting of renewals, extensions of time for payment or other indulgences to the Debtor or to any account debtor in respect of any account receivable of the Debtor; (b) substitution, release or surrender of any Collateral; (c) the addition or release of persons primarily or secondarily liable on any of the Obligations or on any account receivable or other Collateral; and (d) the acceptance of partial payments on any Obligations or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any such future occasion. THE DEBTOR FURTHER WAIVES ANY RIGHT IT MAY HAVE UNDER THE LAWS OF THE STATE OF OHIO (OR UNDER THE LAWS OF ANY OTHER STATE IN WHICH ANY OF THE COLLATERAL MAY BE LOCATED), OR UNDER THE CONSTITUTION OF THE UNITED STATES OF AMERICA, TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS AGREEMENT TO SECURED PARTY AND WAIVES ITS RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE FOREGOING PROVISIONS HEREOF ON THE GROUNDS (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. THE DEBTOR'S WAIVERS UNDER THIS SECTION HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY, KNOWINGLY, WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS THEREOF.

12. Termination; Assignment, Etc. This Agreement and the security interest in the Collateral created hereby shall terminate when all of the Obligations have been paid and finally discharged in full. No waiver by Secured Party or by any other holder of the Obligations of any default shall be effective unless in writing signed by Secured Party nor shall any waiver granted on any one occasion operate as a waiver of any other default or of the same default on a future occasion. In the event of a sale or assignment by Secured Party of all or any of the Obligations held by Secured Party, Secured Party may assign or transfer its respective rights and interests under this Agreement in whole or in part to the purchaser or purchasers of such Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights hereunder, and Secured Party shall thereafter be forever released and fully discharged from any liability or responsibility hereunder with respect to the rights and interests so assigned except that Secured Party shall be liable for damages suffered by the Debtor as a result of actions taken by Secured Party in bad faith or with wilful misconduct.

13. Notices. Except as otherwise provided herein, notice to the Debtor or to Secured Party shall be deemed to have been sufficiently given or served for all purposes hereof if mailed by certified or registered mail, return receipt requested, as follows:

(a) if to Debtor:

MARIETTA INDUSTRIAL ENTERPRISES, INC.
Rt. 4, Box 179-1A
Marietta, Ohio 45750
Attention: President

(b) if to Secured Party:

FIRST INTERNATIONAL BANK
280 Trumbull Street
Hartford, Connecticut 06103
Attention: Documentation Department

14. Jury Waiver. THE DEBTOR HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE FINANCING TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF SECURED PARTY'S RIGHTS AND REMEDIES, INCLUDING WITHOUT LIMITATION, TORT CLAIMS. THE DEBTOR ACKNOWLEDGES THAT DEBTOR MAKES THIS WAIVER VOLUNTARILY, INTELLIGENTLY, KNOWINGLY, WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS THEREOF.

15. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon Secured Party and the Debtor and their respective successors and assigns. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

16. Governing Law. This Agreement shall be governed by the laws of the State of Ohio (but not its conflicts of law provisions) and may not be amended except in writing.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the date first above written.

WITNESSES:

**MARIETTA INDUSTRIAL
ENTERPRISES, INC.**

Mary Shanley
Name: Mary Shanley

By: W. Scott Elliott
Name: W. Scott Elliott
Its: President

P. Nitchelt
Name: Peter Nitchelt

FIRST INTERNATIONAL BANK

Mary Shanley
Name: Mary Shanley

By: Todd Murgens
Name: Todd Murgens
Its: Senior Vice President

P. Nitchelt
Name: Peter Nitchelt

(Notary clauses on following page)

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

Before me, the undersigned, on July 26, 2000, personally appeared Scott Elliott, known to me to be the President of Musietta Industrial Enterprise, an Ohio corporation and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand.



Notary Public
My Commission Expires:

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)



PETER C. NINTCHEFF
Attorney At Law
My Commission
Has No Exp. Date
Sec. 147.03 O.R.C.

Before me, the undersigned, on July 26, 2000, personally appeared Todd Maugans, known to me to be the Senior Vice President of **FIRST INTERNATIONAL BANK**, a bank organized under the laws of the State of Connecticut, and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said bank.

In Witness Whereof, I hereunto set my hand.



Notary Public
My Commission Expires:



PETER C. NINTCHEFF
Attorney At Law
My Commission
Has No Exp. Date
Sec. 147.03 O.R.C.

Schedule 6(f)

Covenants

Any covenants contained in the Financing Agreements executed and delivered by Debtor to Secured Party.

Exhibit A
(Collateral Description)

Debtor:

Secured Party:

**MARIETTA INDUSTRIAL
ENTERPRISES, INC.**
Rt. 4, Box 179-1A
Marietta, Ohio 45750

FIRST INTERNATIONAL BANK
280 Trumbull Street
Hartford, Connecticut 06103

(a) all accounts, as that term is defined in Article 9 of the Uniform Commercial Code as in effect from time-to-time in the State of Ohio (the "UCC"), now owned or hereafter acquired, and, in any event, shall include any right to payment held by Debtor, whether in the form of accounts receivable, notes, drafts, acceptances, letters of credit (including proceeds of letters of credit) or other forms of obligations and receivables, now owned or hereafter received or acquired by or belonging or owing to the Debtor (including, without limitation, under any trade name, style or division thereof) for inventory sold or leased or services rendered by it whether or not earned by performance, together with all guarantees and security therefor and all proceeds thereof, whether cash proceeds or otherwise, including, without limitation, all right, title and interest of Debtor in the inventory which gave rise to any such accounts, including, without limitation, unpaid seller's rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed rejected or repossessed inventory or other goods;

(b) all chattel paper, as that term is defined in Article 9 of the UCC, now owned or hereafter acquired, and, in any event, shall include any writing or writings which evidence both a monetary obligation and a security interest in or a lease of specific goods, whether now or hereafter held by Debtor;

(c) all contracts, undertakings, franchise agreements or other agreements (other than rights evidenced by chattel paper, documents or instruments, as those terms are defined above and below), now owned or hereafter acquired, in or under which the Debtor may now or hereafter have any right, title or interest, including, without limitation, with respect to an account, and any agreement relating to the terms of payment or the terms of performance thereof;

(d) all documents, as that term is defined in Article 9 of the UCC now owned or hereafter acquired;

(e) all equipment, as that term is defined in Article 9 of the UCC, and, in any event, shall include, without limitation, all machinery, tools, dies, equipment, furnishings, fixtures, leasehold improvements, vehicles (other than motor vehicles) and computers and other electronic data processing and other office equipment, now owned or hereafter acquired, including, but not limited to, the items of equipment, if any, listed on Exhibit B attached hereto and made a part hereof, any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments,

components, parts, equipment and accessories installed thereon or affixed thereto, and all contracts, contract rights and chattel paper arising out of any lease of any of the foregoing;

(f) all general intangibles, as that term is defined in Article 9 of the UCC, now owned or hereafter acquired, and, in any event, shall include all right, title and interest which the Debtor may now or hereafter have in or under any contract, all customer lists, trademarks, patents, rights in intellectual property, interests in partnerships, joint ventures and other business associations, licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, recipes, experience, processes, models, drawings, blueprints, catalogs, materials and records, goodwill (including, without limitation, the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license, claims in or under insurance policies, including unearned premiums, uncertificated securities, deposit accounts, rights to receive tax refunds and other payments and rights of indemnification;

(g) all instruments, as that term is defined in Article 9 of the UCC, now owned or hereafter acquired, and, in any event, shall include any negotiable instrument or certificated security, as defined in Article 8 of the UCC, or any other writing which evidences a right to the payment of money and is not itself an instrument that constitutes, or is a part of a group or writings that constitute, chattel paper, and is of a type which, in the ordinary course of business, is transferred by delivery with any necessary endorsement or assignment, whether now or hereafter held by Debtor;

(h) all inventory, as that term is defined in Article 9 of the UCC, now owned or hereafter acquired, wherever located, and, in any event, shall include all inventory, merchandise, goods and other personal property which are held by or on behalf of the Debtor for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in the Debtor's business, or the processing, packaging, promotion, delivery or shipping of the same, and all finished goods, whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession of the Debtor or is held by the Debtor or by others for the Debtor's account, including, without limitation, all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers and all inventory which may be located on premises of the Debtor or of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents or other persons;

(i) all investment property, as that term is defined in Article 9 of the UCC, now or hereafter acquired, wherever located;

(j) all goods, as that term is defined in the Article 9 of the UCC, now or hereafter acquired, wherever located;

(k) all proceeds, as that term is defined in Article 9 of the UCC, now owned or hereafter acquired, and, in any event, shall include (a) any and all accounts, chattel paper, instruments, cash and other proceeds payable to the Debtor from time-to-time in respect of any of the foregoing collateral security, (b) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time-to-time with respect to any of the collateral security, (c) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time-to-time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the collateral security by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (d) any and all other amounts from time-to-time paid or payable under or in connection with any of the collateral security;

(l) all other collateral in which the Debtor may hereafter grant to the Secured Party a security interest; and

(m) all renewals, substitutions, replacements, additions, accessions and products of any and all of the foregoing.

Exhibit B
(Specific Equipment Description)

EXHIBIT B

1	1	Grouping of plastic processing equipment consisting of but not in limitation thereof: Rapid 60-100 ton granulators; Minitex metal detector; Taylor air bagger; pneumatic loader; Goring-Kerr metal detector; Uri 2 ton portable chilling system; bag compactor; General floor scale; crumb oiling line; 10,000 gallon poly tank; Prater mill w/accessories; blenders; silos; Quincy & Gardner-Denver air compressors; Pallman PP8 mill complete w/ dust collector, hoppers, conveyors, blowers, screens, vibrators, cyclones, motors & all related support equipment & accessories (Located in 2 buildings)		
2	1	Plastic sorting line consisting of but not in limitation thereof: Debaler unit; asstd. stations; conveyors, motors, steel frame, controls & all related accessories (presently in operation in Dayton, Ohio)		

3	1	3,000 lb. per hour cap'y washing system consisting of but not in limitation thereof: (20) polypropylene water tanks; Kongskilde air classifier; (6) dewatering dryers; water softening system; chiller; Safeline metal detector; Byk Gardner color guard system; Gardner-Denver air compressor; Kewanee 100 hp. gas boiler; (3) box dumpers; Wortex shredder; Cumberland granulator; Ingersoll-Rand air dryer; bag house; complete w/ scales, conveyor, cyclones, pumps, motors, blowers, controls & all related support equipment & accessories (presently in operation in Dayton, Ohio)		
4	1	Pallet wrapping machine w/ related accessories		
5	1	Quincy twin stage tank mounted 10 hp. air compressor, Mdl. 350, s/n 384164		
6	1	Mineral oil tank		
7	1	Gardner-Denver 40 hp. screw air compressor		
8	1	Tennant Mdl. 780 riding floor sweeper		
9	1	Lincoln Mdl. 10-LX, 250 amp portable gas welder, s/n A119615		
10	1	General Hydraulics hydraulic baling machine, s/n 7397, w/ controls		
11	1	Tennsmith Mdl. 52, 16 gage x 52" power squaring shear, s/n 15700, w/ back gage		

12	1	Emglo twin stage tank mounted 10 hp. air compressor w/ aftercooler		
13	1	Hydraulic frame press		
14	1	Lincoln 250 amp MIG welder, s/n 637132		
15	1	Lincoln 250 amp arc welder		
16	1	Sears Craftsman pedestal drill press		
17	1	Milwaukee double end grinder		
18	1	Bench type cutoff saw		
19	1	Bench type hydraulic crimper		
20	1	Thurman computerized truck scale w/ digital readouts		
21	1	Name unknown - extruding machine w/ motor, controls & all related accessories		
22	1	Name unknown - twin stage tank mounted 25 hp. air compressor w/ aftercooler		
23	1	Proten stainless steel pulverizer w/ blower, 200 hp. motor, stand & related accessories		
24	1	Diamond rev. air bagger		
25	2	@ \$3,000.00 each		
	2	@ \$3,500.00 each Liberty Series 500 pallet wrapping machines		

26	1	Grouping of material handling equipment consisting of but not in limitation thereof: rail car unloader; portable truck hopper; elevated stacked conveyor; hopper/feeder; Link-Belt Dupont screener; Spodumene conveyor w/ magnet; car shaker; clamshell bucket; coal & coke hoppers; asstd. conveyors; Hobart welder; & all related support equipment & accessories		
27	1	General Motors Mdl. GP10, 1,000 lb. diesel locomotive		
28	1	Computerized truck scale w/ digital readouts		
29	1	Ore screener w/(2) bins, conveyor and related accessories		
30	1	William H. Elliott tow boat w/ all related accessories		
31	1	1965 Jefferson haul deck barge, 170' L, 35' W, 8.5' depth w/(22) water tight compartments, knuckles & side bars (New 1997), w/feed hopper, drive belts, motors, tool shed, fuel tank, restrooms; Caterpillar generator system and related items		
32	1	Deck barge 26' x 135' x 11' depth, 2 spuds, 18" x 40', 3 comp. plus cargo hold and all related accessories		
33	1	Deck barge, 36' x 160' x 8.6' depth, 20" spud well, 40' spuds, 6 compartments		

34	1	Deck barge, 35' x 195' x 12', 6 compartments, (3) 20" x 45' spuds, new deck, 10,000 gal. fuel tank, and all related accessories		
35	1	Deck barge, 35' x 170', double rake, (3) spud wells, 20" x 40', new deck		
36	1	Grouping of plant support machinery & equipment, fixtures & accessories (at all locations) consisting of but not in limitation thereof: maintenance equipment; cellular telephones; radio & mobile equipment; asstd. pumps; hand & power tools; large quantity loader buckets; ladder forks; Tennant Mdl. 275, 280 & 92 floor cleaners; silos; asstd. sewing machines; air dryers; asstd. collectors; dust collectors; scales; shop offices; electric & manual hoists; hydraulic pallet jacks; hand & barrel dollies; stencil machines; ladders; locker outfits; fire extinguishers; tool chests; General 5,000 lb. floor scale; garden tools; generators; MIG & arc welders; Spectrum plasma cutter; asstd. air compressors; air compressor w/refrigerated air dryer; pressure washers; welding accessories; battery chargers; paging system; shop desks; work tables; dock plates; spare machine parts; signs; rail car equipment; scrap magnet; headache rack; pallet boxes; shop vacuums; lunchroom tables & chairs; grouping of laboratory equipment; portable 10' x 18' office; electric carts; automatic ice maker; portable A-frame; washer & dryer; garage jack; gang boxes; heavy duty storage		

		shelving; metal detectors; formica folding tables; blenders; Cyclone bag house; Lincoln Karger 8 gas welder, asstd. metals; 4" trash pump; 40' loading ramp; clamshell; band saw; asstd. conveyors; & all related plant support machinery, equipment & accessories		
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37	1	Clark Y60, 6,000 lb. forklift, s/n Y604729538		
38	1	Clark forklift, s/n CL769EY133		
39	1	Clark C50030, 3,000 lb. forklift, s/n 23502116135		
40	1	Caterpillar Mdl. T40DSA, 4,000 lb. propane forklift, s/n 2LC01734		
41	2	@ \$ 6,250.00 each		
	2	@ \$ 8,500.00 each Caterpillar Mdl. T40D, 4,000 lb. propane forklifts, s/n 8EB12122 & 8EB12254		
42	1	Caterpillar Mdl. T40D, 4,000 lb. propane forklift, s/n 8EB09652		

43	1	Link-Belt 40 ton crawler crane, Mdl. LSI-8B, s/n 9LG5729		
44	1	1969 Koering Mdl. K665 truck crane, s/n C14608		
45	1	Hough 515-B Dresser rubber tire front end loader, s/n 90130C003012		
46	1	Dresser 515-C front end loader, s/n 5220		
47	2	@ \$165,000.00 each		
	2	@ \$ 190,000.00 each Manitowoc Mdl. 3900, 150 ton crawler cranes, s/n 39712 & NA		
48	1	310C loader/backhoe, s/n 735821		
49	1	1978 Waldon 5000 front end loader, s/n 12827		
50	1	1951 Link-Belt crane, s/n 92J1800		
51	1	Hough 515-B rubber tire front end loader, s/n 90139C004633		
52	1	Manitowoc crane, s/n 39541		
53	1	Gallion hydraulic crane		
54	1	1994 Caterpillar 322L crawler excavator w/grapple s/n 9RL00574		
55	1	Kobelco Mdl. SK200 crawler excavator		

56	1	1999 Caterpillar 924F rubber tire loader, s/n 5NN01576		
57	1	1991 Chevrolet van truck, s/n 2GBEG25KXM4136267		
58	1	1983 Chevrolet C-20 service truck, s/n 2GCFC24HYD1220782		
59	1	1988 Chevrolet C-30, 1 ton welding pickup truck, s/n 1GBHC34N8JE139366		
60	1	1989 Chevrolet 1500 pickup truck, s/n 2GEC1219097		
61	1	1980 Ford F-600 service truck, s/n F60HVHD0279		
62	1	1991 Chevrolet K-1500 pickup truck, s/n 1GCDK141ME143979		
63	1	1990 Chevrolet C-15 pickup truck, s/n 1GCDC14KXLE123595		
64	1	LKRC tool trailer		
65	1	1985 Chevrolet C-20 crew cab pickup truck, s/n 1GCGC23J7FS158967		
66	1	1988 Chevrolet truck, s/n 1GCGR23J7JJ137906		
67	2	@ \$800.00 each		
	2	@ \$1,000.00 each Wells Cargo job site trailers, s/n 1UC20G318K1043552 & 1UC20G15J1042230		

<p>Grouping of office equipment & furniture (at all locations) consisting of but not in limitation thereof: Asstd. personal computers; laser & standard printers; computer accessories; IBM Wheelwriters; asstd. electronic typewriters; asstd. copy machines; Panasonic telephone system; Konica copy machines; electronic calculators; asstd. FAX machines; traditional mahogany executive desk; executive & receptionist desks; high back executive, side arm upholstered swivel, upholstered steno & asstd. guest chairs; lateral & standard file cabinets; sofas; bookshelves; lamps; work stations; office partitions; 2-dr. storage cabinets; formica folding tables; combination safe; & all related office equip, furniture & accessories</p>		

1	1	<p>#1 Crusher line consisting of but not in limitation thereof: Pennsylvania-Kue-Ken Size 69, 12" x 30" jaw crusher; Rotex Screener; gas driven dryer; Allis Chalmers cone crusher; Ferris Brown jaw crusher; sizer-grader; cone crusher; scales; screener; dust collector; bag house; conveyors; motors, controls & all related support equipment & accessories</p>
2	1	<p>Attritor mill w/ hopper/feeder, ceramic balls & all related accessories</p>
3	1	<p>#2 Crusher line consisting of but not in limitation thereof: Pennsylvania Size 56, 12" x 24" jaw crusher; (2) cone crushers; Eljay 3-deck screener; Swaco screener/sizer; screener/hopper; McLanahan/Mogensen scrubber; fume silo; scales; baggers; feeders; assid. conveyors; motors, pumps & all related support equipment & accessories</p>
4	1	<p>#3 Crusher line consisting of but not in limitation thereof: Pennsylvania Size 12" x 30" jaw crusher; Allis Chalmers vibrating screen; bagger; hopper; dust collector; bag house; vibrating screen; scales; feeders; conveyors; motors, controls & all related equipment & accessories</p>

5	1	#4 Crusher line consisting of but not in limitation thereof: Allis Chalmers 645, 45" hydrocone crusher; Pettibone double deck screener; dust collector; bag house; scales; feeders; conveyors; motors, controls & all related equipment & accessories
6	1	Stedman line consisting of but not in limitation thereof; 36" Stedman; hopper; feeder; screener; conveyors; motor & controls
7	1	150 hp., 8" x 32" material dryer (OUT OF SERVICE)
8	2	@ \$ 8,500.00 each
	2	@ \$ 12,500.00 each 80,000 lb. platform scales
9	1	Hazardous System w/ 25" x 18" AC vibrating ball mill, dynamic screens & related accessories
10	1	Bemis air bagger
11	1	Picking table & vibrator, motor & controls
12	3	@ \$9,500.00 each
	3	@ 11,500.00 each Allis Chalmers 18" x 15" vibrating ball mills
13	1	Sullair 16-75, 350 cfm, 75 hp. air compressor

14	1	Emglo twin stage tank mounted 5 hp. air compressor
15	1	Mogensen screener w/ all related accessories
16	1	Hydraulic. trash compactor
17	1	Armadillo Power Boss riding floor sweeper (New 1997)
18	1	Bobcat Mdl. 225d gas welder
19	1	Union Process 200S attritor
20	1	Rotex Mdl. 53A Screener (New 1998)
21	1	Alkota pressure washer
22	1	OTC 50 ton industrial puller
23	1	Lincoln Ranger 8 welder
24	1	Btek computerized truck scale (New 1999)
25	1	Spare cone crusher w/motor & controls
26	1	Grouping of asstd. misc. equipment, consisting of, but not in limitation thereof: Trash compactor, Brechung scale, 5,000 lb. B-Tek scale, White tool box and related items
27	1	Sullair 16-100, 400 cfm, 100 hp. air compressor, s/n 003-83930

28	1	Packaging system w/ hoppers, scales, dust collectors, electronic scales & miscellaneous equipment
29	1	10' x 20', 150,000 lb. computerized truck scale
30	1	Fines sizing equipment consisting of but not in limitation thereof: Rotex sizer, 4" to 3/8" fines; rod mill; triple deck Dynamic screener; (2) Smico screeners; hoppers; feeders & all related equipment
31	1	Briquetter equipment consisting of but not in limitation thereof: Pug mill; feeder/hopper; molasses mixer; molasses tank; Gardner-Denver air compressor; winches; feeders; scales; dust collector w/ bag house; conveyors; motors, pumps, controls & all related support equipment & accessories
32	1	Drum type rotary kiln dryer w/ valves, bag house, air compressor, duct work, motors, blowers, pumps, augers & all related accessories
33	1	Grouping of dockside yard equipment consisting of but not in limitation thereof: sand silos; mooring piers; A C screener; asstd. belt conveyors; fuel tanks; portable belt conveyors; asstd. railroad track w/ rails, ties; & all related accessories

34	1	Maganese milling operations consisting of but not in limitation thereof: Raymond 66" roller mill (REBUILT 1997); KUE-KEN jaw crusher; MacRaymond bag house; screen conveyors; Gardner-Denver air compressor w/ dryer; Cyclone, holding & drying bins; Bollett magnet; 160 ton storage silo; blowers; bagging scales; pumps; laboratory equipment; Process Logic system; Dilute phase air product; electronic computerized control system; & all related support equipment & accessories
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35	1	Caterpillar VC60, 6,000 lb. propane hi lift forklift truck, s/n 95B662
36	1	Clark C300-70, 7,000 lb. forklift, s/n 685635220
37	1	Caterpillar VC60E, 6,000 propane hi lift forklift truck, s/n 75C01321
38	1	Clark C5009, 4,000 lb. propane forklift, s/n Y355-620-4323
39	1	Caterpillar VC60D, 6,000 lb. hi lift forklift, s/n 2MC01471
40	1	Caterpillar 5,000 lb. propane forklift, s/n 8EB4430
41	1	Hough 515B Dresser rubber tire front end loader, s/n C003314
42	2	@ \$ 39,500.00 each
	2	@ \$ 45,000.00 each 1993 Dresser 515C rubber tire front end loaders, s/n 6524 & 6529
43	1	1991 Dresser Mdl. 532 rubber tire front end loader, s/n 2001
44	1	1987 Hough 530 Dresser rubber tire front end loader, s/n 7001U003140
45	1	1951 Manitowoc crane, s/n 3339
46	1	1984 Hough 515 Dresser rubber tire front end loader, s/n 90130J000783
47	1	Detvan No. 140 front end loader

48	1	1984 Chevrolet pickup truck, s/n 2GCEK14HXE1165765
49	1	1966 International tandem axle truck tractor
50	1	1971 Ravens tandem axle dump trailer, s/n 7135371354
51	1	1987 East tandem axle dump trailer, s/n 1E1D1P285HRD08031
52	1	1988 East tandem axle dump trailer, s/n 1E1D1R288JRM08820
53	1	1970 Fruehauf 40' van trailer, s/n AVM347348
54	1	1979 Fruehauf 45' van trailer, s/n HPV657734
55	1	1973 Fruehauf 45' van trailer, s/n MAP393014
56	1	1984 Fruehauf 45' van trailer, s/n 1H2V04521EH036271
57	1	1972 Fruehauf lowboy trailer, s/n FWN141735
58	1	1990 tri-axle lowboy trailer
59	1	1984 Fruehauf tandem axle 48' van trailer, s/n 1H2V04820EH050206
60	1	Heil 4,400 gallon trailer mounted tanker
61	1	1980 Mack D5685 diesel, tandem axle dump truck, s/n DM6855X45421
62	1	Ford F600 water truck

63	1	1979 Great Dane flatbed trailer, s/n GPHS40M22113
64	1	1985 Fruehauf 45' tandem axle van trailer, s/n 1H2V0482XFE011710
65	1	1974 Fruehauf pup trailer, s/n MES423820
66	1	1993 Mack tandem axle truck tractor, s/n 3Y7PW021861
67	1	1985 Fruehauf 48' tandem axle van trailer, s/n 1H2V04827FA003507
68	3	@ \$22,500.00 each
	3	@ \$ 27,500.00 each 1993 Mack tandem axle truck tractors
69	1	East dump trailer, s/n 13433
70	1	1994 Mack tandem axle truck tractor, s/n 13Y5RW039380
71	1	1980 dry bulk tank trailer
72	1	1979 GMC pickup truck, s/n TCLF2491523296
73	1	Name unknown - office trailer
74	1	Wells Cargo office trailer, s/n 3752
75	1	1995 East 33' dump trailer, s/n 21628