

UNIFORM COMMERCIAL CODE-FINANCING STATEMENT-UCC-1

(USE UCC-1F for FARM PRODUCTS)

INSTRUCTIONS (Items marked * are optional):

- PLEASE TYPE
- List exact name of business and, if individual, list LAST name of debtors first.
- Please verify and enter Social Security number for each debtor. Businesses list tax ID numbers.
- Please check debtor type P if individual and C if commercial (commercial includes sole proprietorship).
- List complete address to include county code and nine-digit zip code.
- If collateral is fixtures, or will be fixtures when installed, or covers minerals or standing timber, a legal description of real estate and name of record owner or lease are required.
- County codes should be included and are listed on the back of form.
- If space provided for any New(s) is inadequate, the item(s) should be continued on Form UCC-E.
- Submit completed form in triplicate with appropriate filing fee to Secretary of State UCC Division, P.O. Box 136, Jackson, MS 39205-0136 and/or Chancery Clerk of proper county.

This Financing Statement is presented to the Filing Officer pursuant to the Uniform Commercial Code, UCC-1
STATE OF MISSISSIPPI

1. Debtor(s)

Woods Equipment Company
Debtor (Last Name First)/Business Name
2606 Illinois Route 2 North
Mailing Address
Oregon | I L | | | 61061
City State *County Code Zip
*Type of Debtor: P C
*Tax ID/SS.#

BOOK 666 PAGE 742
Debtor (Last Name First)/Business Name
Mailing Address
City State *County Code Zip
*Type of Debtor: P C
*Tax ID/SS.#

2. Secured Party

Continental Bank N.A., as agent
Secured (Last Name First)/Business Name
231 South LaSalle Street
Address
Chicago | I L | | | 60697
City State *County Code Zip
*Type of Secured: P C
*Tax ID/SS.#

3. Assignee

Assignee (Last Name First)/Business Name
Address
City State *County Code Zip
*Type of Assignee: P C
*Tax ID/SS.#

4. This Financing Statement covers the following types (or items) of property:

All of Debtor's now owned and existing and hereafter acquired accounts, inventory, equipment, fixtures, chattel paper, general intangibles, instruments, documents and other personal property, wheresoever located, together with proceeds thereof, including without limitation, the property described on Exhibit A hereto. The above property is or may become fixtures on the real estate described on Exhibit B attached hereto. See Exhibit B for the name of the record owner of the real estate described on Exhibit B. Some of the collateral may from time to time, be located at places other than the address shown herein including, but not limited to, the locations listed on Schedule 1 attached hereto and made a part hereof.

RECORDED IN REAL ESTATE TRUST DEED RECORDS
BOOK #666 PAGE # 742

fixture filing to be filed in the Real Estate Records

5. Check if this statement is filed without the Debtor's signature to perfect a security interest in collateral:

- already subject to a security interest in another jurisdiction when it was brought into this state or when Debtor's location was changed to this state.
- which is proceeds if the security interest in the original collateral was perfected.
- where the original filing has lapsed.
- acquired after a change of name, identity, or corporate structure of the Debtor.
- if lien to secure payment of royalty proceeds (effective 1 year).

6. Check if covered: Products of collateral.

8. Financing Statement is filed with: Clerk of Chancery Court of DeSoto County MS

Woods Equipment Company
By: *Pete M. Gotal*
Signature(s) of Debtor(s)

7. Number of additional sheets attached:

Continental Bank N.A., as agent
By: *[Signature]* V.P.
Signature(s) of Secured Party(ies)
(required only when filed without Debtor signature)

BK 666 PG 742
 W.E. DAVIS CH. CLK.
 178 Cleveland St
 HERMAN, MISS.
 DE SOTO COUNTY
 RECEIVED & FILED
 W.E. DAVIS
 CHANCERY CLERK
 STATE MS - DESOTO
 FILED
 OCT 20 10 30 AM '93
 FOR FILING OFFICE USE ONLY
 DEBTOR #
 SECUR #
 OCT 20 4 40 PM '93
 97-10-93

**EXHIBIT A
TO UCC FINANCING STATEMENT SHOWING
WOODS EQUIPMENT COMPANY AS DEBTOR AND
CONTINENTAL BANK N.A., AS AGENT, AS SECURED PARTY**

This financing statement covers all of the following property of Debtor, whether now owned or existing, or hereafter acquired or coming into existence, wherever now or hereafter located (all such property is hereinafter referred to collectively as the "Collateral"):

(a) Any account of Debtor and any other right of Debtor to payment for goods sold or leased or for services rendered, whether or not evidenced by an instrument or chattel paper and whether or not yet earned by performance ("Accounts Receivable");

(b) All equipment of Debtor of every description, including without limitation fixtures, furniture, vehicles and trade fixtures, together with any and all accessions, parts and equipment attached thereto or used in connection therewith, and any substitutions therefor and replacements thereof ("Equipment");

(c) Any and all of Debtor's goods, (including without limitation goods in transit) wheresoever located which are or may at any time be leased by Debtor to a lessee, held for sale or lease, furnished under any contract of service, or held as raw materials, work in process, or supplies or materials used or consumed in Debtor's business, or which are held for use in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, and all goods the sale or other disposition of which has given rise to an Account Receivable, "Contract Right" (as defined below) or "General Intangible" (as defined below) which are returned to and/or repossessed and/or stopped in transit by or at any time hereafter are in the possession or under the control of, Debtor or Secured Party or any agent or bailee of either of them, and all documents of title or other documents representing the same ("Inventory");

(d) All of Debtor's general intangibles, intangible personal property, including things in action, causes of action and all other personal property of Debtor of every kind and nature (other than Accounts Receivable, Inventory, Equipment, chattel paper, documents, instruments and money), including without limitation corporate, partnership or other business records, inventions, designs, patents, patent applications, trademarks, trademark applications, trade names, trade styles, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, claims against carriers and shippers, guarantee claims, security interests, security deposits or other security held by or granted to Debtor to secure any payment from an account debtor, and any rights to indemnification, including without limitation, rights to indemnification and other

reimbursement from Fiatallis North America, Inc. ("FANA") pursuant to that certain Asset Purchase Agreement dated February 4, 1993 between Debtor and FANA and all related documents, agreements and instruments between Debtor and FANA ("General Intangibles");

(e) Any right of Debtor to payment under a contract, which right is not yet earned by performance and not evidenced by an instrument or chattel paper ("Contract Rights"), documents and documents of title;

(f) All chattel paper and instruments evidencing, arising out of or relating to any obligation to Debtor for goods sold or leased or services rendered, or otherwise arising out of or relating to any property described in clauses (a) through (e) above;

(g) Any and all balances, credits, deposits (general or special, time or demand, provisional or final), accounts or monies of or in the name of Debtor now or hereafter with Secured Party and any and all property of every kind or description of or in the name of Debtor now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, or standing to Debtor's credit on the books of, Secured Party, any agent or bailee for Secured Party, or any party now or at any time hereafter participating with Secured Party in making loans to Debtor;

(h) All interest of Debtor in any goods the sale or lease of which shall have given or shall give rise to, and in all guaranties and other property securing the payment of or performance under, any Accounts Receivable, Contract Rights, General Intangibles, or any chattel paper or instruments referred to in clause (f) above;

(i) Any and all other property of Debtor, of any kind or description (including but not limited to real property of Debtor), subject to a separate mortgage, pledge or security interest in favor of Secured Party or in which Secured Party now or hereafter has or acquires a security interest securing any liabilities, obligations and indebtedness owing by Debtor to Secured Party, whether pursuant to a written agreement or instrument or otherwise;

(j) All replacements, substitutions, additions or accessions to or for any of the foregoing;

(k) To the extent related to the property described in clauses (a) through (k) above, all books, correspondence, credit files, records, invoices and other papers and documents, including without limitation, to the extent so related, all tapes, cards, computer runs, computer programs and other papers and documents in the possession or control of Debtor or any computer bureau from time to time acting for Debtor, and, to the extent so related, all rights in, to and under all policies of insurance, including claims

of rights to payments thereunder and proceeds therefrom, including any credit insurance; and

(1) All products and proceeds (including but not limited to any Accounts Receivable or other proceeds arising from the sale or other disposition of any Collateral, any returns of any Equipment or Inventory sold by Debtor, and the proceeds of any insurance covering any of the Collateral) of any of the foregoing.

Additional Locations of Debtor

2606 Il Route. 2 South Oregon, Illinois 61061	770 Commerce Longview, Washington 98632
Pines Rd. Oregon, Illinois	1776 South Highway 97 Redmond, Oregon 97756
R.F.D.1 Mt. Carroll, Illinois	P.O. Box 87 Heyburn, Idaho 83336
1700 Expressway Drive Horn Lake, Mississippi	15905 East 23rd Street Independence, Missouri 64055
4280 Perimeter Drive Columbus, Ohio	P.O. Box 67 Rickreall, Oregon 97371
4308-16 Eubank Road. Richmond, Virginia	P.O. Box 807 Hillsboro, Oregon 97123
P.O. Box 486 Mankato, Minnesota 56001	6068 South Redwood Road Murray, Utah 84123
P.O. Box 2787 Fargo, North Dakota 58108	4322 Highway 66 Longmont, Colorado 80504
115 West Main Grandview, Washington 98930	P.O. Box 415 Tieton, Washington 98947
1955 South Burlington Blvd. Burlington, Washington 98233	145 Easy Street, Box 75 Wenatchee, Washington 98807
306 Northeast Everett Camas, Washington 98607	3021 Grant Avenue Ogden, Utah 84401
812 McClaine Street P.O. Box 356 Silverton, Oregon 97381	
1112 West Appleway Coeur d'Alene, Idaho 83814	
328 North 2nd East Rexburg, Idaho 83440	

The collateral described on Exhibit A may from time to time, be located at places other than the locations listed above, and is not limited to such locations.

EXHIBIT B TO UCC FINANCING STATEMENT SHOWING
WOODS EQUIPMENT COMPANY AS DEBTOR
AND CONTINENTAL BANK N.A., AS AGENT, AS SECURED PARTY

NAME OF RECORD OWNER: C & E Rentals

LEGAL DESCRIPTION:

Building on lots 5 and 6 of Southaven Village Industrial Park Subdivision
in Section 36, Township 1 South, Range 8 West, City of Horn Lake, DeSoto
County, Mississippi, as shown on recorded plat in Plat Book 17, Page 18,
in the office of the Chancery Clerk of DeSoto County, Mississippi.

SAM1-035 022394TMT #1

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