

EXHIBIT B

GUARANTY OF LEASE

THIS GUARANTY OF LEASE, executed by DT Industries, Inc. ("Guarantors") and CityWide Development Corporation ("Lessor"),

WITNESSETH, THAT:

WHEREAS, Advanced Assembly Automation ("Lessee") has executed a Lease Agreement with Lessor dated February 20, 1996 (hereinafter the "Lease Agreement"), pursuant to which Lessee will take possession of the leased premises described in said Lease Agreement; and

WHEREAS, Lessor is willing to enter into said Lease Agreement provided that Guarantor guarantees the payment when due of the Liabilities (as hereinafter defined).

NOW, THEREFORE, FOR VALUE RECEIVED, and in consideration of the execution of said Lease Agreement by Lessor, the undersigned Guarantor hereby guarantees the full and prompt payment, when due, whether by acceleration or otherwise, together with interest and all costs, expenses and attorneys' fees, of all sums payable by Lessee to Lessor pursuant to said Lease Agreement (hereinafter collectively referred to as the "Liabilities").

The term "Collateral" as used herein shall mean any funds, guarantees, agreements or other property, or rights or interests of any nature whatsoever, or the proceeds thereof which may have been, are or hereafter may be pledged by or on behalf of the Lessee or the Guarantor or any other party, to Lessor, whether immediate or underlying, for the performance of this Guaranty or the payment of the Liabilities or any of them or any security therefor.

In case Lessee shall fail to pay all or any part of the Liabilities when due, whether by acceleration or otherwise, according to the terms of said Lease Agreement, the Guarantor, immediately upon the demand of Lessor, will pay the amount due and unpaid as aforesaid. Lessor shall not be required, prior to any such payment by or demand on the Guarantor, to make any demand upon or pursue or exhaust any of its rights or remedies against Lessee or others with respect to the payment or performance of any of the Liabilities or to pursue or to exhaust any of its rights or remedies with respect to any part of the Collateral. The Guarantor shall have no right of subrogation whatsoever with respect to the Liabilities or the Collateral unless and until Lessor shall have received payment or performance in full of all the Liabilities.

The obligations of the Guarantor hereunder and the rights of Lessor in the Collateral shall not be released, discharged or in any way affected, nor shall the undersigned have any rights

against Lessor: by reason of the fact that any of the Collateral may be in default at the time of acceptance thereof by Lessor or later; nor by reason of the fact that a valid lien in any of the Collateral may not be conveyed to or created in favor of Lessor; nor by reason of the fact that any of the Collateral may be subject to inequities or defenses or claims in favor of others or may be invalid or defective in any way; nor by reason of the fact that any of the Liabilities may be invalid for any reason whatsoever; nor by reason of the fact that the value of any of the Collateral, or the financial condition of the Lessee or any obligor under or guarantor of any of the Collateral may not have been correctly estimated or may have changed or may hereafter change; nor by reason of any deterioration, waste or loss by fire, theft or otherwise of any of the Collateral unless such deterioration, waste or loss be caused by the gross negligence, willful act or willful failure to act of Lessor.

The Guarantor waives any notice and waives any and all presentment, demand, protest or notice of default under the Lease Agreement or other default with respect to any of the Liabilities and any obligation of any party at any time comprised in the Collateral. The Guarantor hereby grants to Lessor full power, in its uncontrolled discretion and without notice to the Guarantor, but subject to the provisions of any agreement between the Lessee or any other party and Lessor at the time in force, to deal in any manner with the Liabilities and the Collateral, including, without limiting the generality of the foregoing, the following powers: (a) to modify or otherwise change any terms of all or any part of the Liabilities or the amount of rental required thereunder, to grant any extension or renewal thereof, and any other indulgence with respect thereto; and to effect any release, compromise or settlement with respect thereto; (b) to enter into any agreement of forbearance with respect to all or any part of the Liabilities with respect to all or any part of the Collateral and to change the terms of any such agreement; (c) to forebear from calling for additional collateral or assurances to secure any of the Liabilities or to secure any obligation comprised in the Collateral; (d) to consent to the substitution, exchange or release of all or any part of the Collateral, whether or not the Collateral, if any, received by Lessor under any such substitution, exchange or release shall be of the same or of a different character or value than the Collateral surrendered by Lessor; and (e) in the event of the nonpayment when due, whether by acceleration or otherwise, or the failure to perform any covenant set forth in the Lease Agreement or of any of the Liabilities, or in the event of default in the performance of any obligation comprised in the Collateral, and after expiration of any applicable notice and cure provisions under the Lease Agreement to realize on the Collateral or any part thereof, as a whole or in such parcels or subdivided interests as Lessor may elect, at any public or private sale or sales, for cash or credit, or for future delivery, without demand, advertisement or

notice of the time or place of sale or any adjournment thereof, the Guarantor hereby waives any such demand, advertisement and notice to the extent permitted by law, or by foreclosure or otherwise, or to forebear from realizing thereon, all as Lessor in its uncontrolled discretion may deem proper, and to purchase all or any part of the Collateral for its own account at any public sale or foreclosure or otherwise, such powers to be exercised only to the extent permitted by law.

The obligations of the Lessee hereunder shall not be released, discharged or in any way affected, nor shall the Guarantor have any rights or recourse against Lessor by reason of any action Lessor may take or omit to take under the foregoing powers.

This Guaranty shall be and remain a continuing and unconditional guaranty of the payment (and not of collection) of the Liabilities and shall continue and be in force until written notice of its discontinuance shall be actually received by the Guarantor from the Lessor, and also until the Liabilities shall be fully paid and satisfied.

The Guarantor further agrees to pay all late payment charges, interest after default, costs, fees, expenses, title searches and fees, costs of collection and reasonable attorneys' fees, which are reasonably incurred by Lessor in the enforcement of this Guaranty.

Notice of the acceptance of this Guaranty by Lessor and notice to the Guarantor by Lessor as to the existence or creation of the Liabilities by Lessee to Lessor are hereby waived by the undersigned Guarantor.

This Guaranty is executed under and shall be construed in accordance with the laws of the State of Ohio, and all of the rights, powers, privileges and immunities of Lessor hereunder shall inure to the benefit of Lessor and its successors and assigns and shall be binding upon the undersigned Guarantor and its respective heirs, successor, assigns and legal representatives.

Prior to the initiation of legal proceedings to enforce the provisions hereof, Lessor agrees to give Guarantors thirty (30) days written notice of default. Any notice given pursuant to this provision shall be deemed properly given if mailed, postage prepaid, to the following addresses:

DT Industries, Inc.
441 West Elm Street
Lebanon, Missouri 65536
ATTENTION: Bruce P. Erdel, Vice President-Finance

In the event any of the Guarantors elect to change the above address to receive notice, each Guarantor will give simultaneous notice of the new address to:

CityWide Development Corporation
8 N. Main Street
Dayton, Ohio 45402

or to such other address as CityWide Development Corporation may designate in writing. Any notice of a change of address given by a Guarantor will specify that the notice is being given pursuant to this instrument.

The failure of Guarantors to abide by the foregoing procedure shall relieve CityWide Development Corporation from the foregoing notice provisions.

IN WITNESS WHEREOF, the undersigned Guarantors have caused this Guaranty to be executed this 20 day of February, 1996.

DT INDUSTRIES, INC.

By: Orville O Edell

Its: VP- Finance & Secretary

CITYWIDE DEVELOPMENT CORPORATION

By: N. E. Pappeler

Its: Assistant Secretary

st/cfs/cw/AAA/GUARANTY.OL1

By: Steven J Budd

Its: PRESIDENT