EXHIBIT I

Exhibit 1

5555 South Archer Avenue, et.al.
Chicago, Illinois
("The Building")

FIFTH AMENDMENT
March 1, 2007

LANDLORD:	LaSalle National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 26, 1997 and known as Trust Number 123103-06.
TENANT:	Home Products International, Inc.
PREMISES:	Approximately 413,708 square feet of space located on the Property at Midway Business Center in Chicago, Illinois, at various addresses including: 59,600 at 5501 S. Archer Avenue, 56,274 at 5507 S. Archer Avenue, 27,535 S.F. at 5455 S. Archer Avenue, 61,668 S.F. at 5350 S. Cicero, 43,882 S.F. at 5561 S. Archer, 67,594 at 5360 S. Cicero, 22,500 S.F. at 5554 South Archer, 26,935 at 5455 S. Archer and 47,720 at 5360-A South Archer, all as shown on the plan attached hereto and made a part hereof as Exhibit A. Tenant's Proportionate Share of the Property is 32.08%
ORIGINAL TERM COMMENCEMENT DATE:	August 1, 2005
ORIGINAL TERMINATION DATE:	July 31, 2015
ORIGINAL LEASE EXECUTION DATE:	July 29, 2005
PREVIOUS LEASE AMENDMENTS:	First Lease Amendment dated February 1, 2006 Second Lease Amendment dated March 2, 2006 Third Lease Amendment dated August 1, 2006 Fourth Lease Amendment dated August 9, 2006
AMENDED TERMINATION DATE:	March 31, 2012

RECITALS:

WHEREAS, on December 20, 2007, Tenant filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code,

WHEREAS, Landlord and Tenant have had discussions and have reached agreement to modify and amend the Lease, subject to the approval of the United States Bankruptcy Court for the District of Delaware;

NOW THERFORE, the parties hereby agree that the above described lease ("the Lease"), is hereby amended as follows:

1. **Definitions.** Unless otherwise defined herein, any capitalized terms used in this 5th Amendment shall have the meaning set forth in the Lease.

2. **Lease Termination Date.** Subject to the exercise by the Tenant of its options to extend the Term, as provided in Paragraph 2 of this 5th Amendment, the Lease Termination Date is March 31, 2012.

3. **Option Terms.** (a) The Tenant shall have two (2) options to renew the Term of this Lease for a five year renewal term. The first option shall be exercisable by the Tenant providing the Landlord with written notice of such exercise to renew at least 180 days prior to the expiration of the Initial Term (which pursuant to this 5th Amendment shall be March 31, 2012). The second option shall be exercisable by the Tenant providing the Landlord with written notice of such exercise to renew at least 180 days prior to the expiration of the first renewal term (which shall be February 28, 2117). The option to renew shall be null and void, and any attempted exercise thereof shall be of no effect, if, as of the date of such notice, an Event of Default has occurred and is continuing

(b) Notwithstanding Tenant's options as provided in subparagraph 3(a), the Landlord shall have the right to terminate this Lease at or after the end of the Initial Term only if (i) the Landlord has "firm plans" to redevelop the Property and to convert to a non-industrial use, and (ii) provided the Landlord delivers to the Tenant in writing notice of such termination not less than one (1) year prior to the date of such termination. Landlord's proper exercise of its rights hereunder, shall supersede Tenant's rights to renew. "Firm plans" is defined to mean that Landlord has received necessary site plan and/or zoning approvals as necessary to redevelop the Property to any such non-industrial use in accordance with all Laws.

(c) Subparagraph 3(a) and 3(b) above are intended to be the complete statement of the Tenant's options to renew and the Landlord's rights to terminate and, for avoidance of doubt, supersede paragraphs 3.2 and 3.3 of the Lease in their entirety

4. **Rent.** As of March 1, 2007 the annual Base Rent for 22,500 square feet of space at 5554 S. Archer which is used solely as storage space and is outlined in Attachment A as the "Storage Space" shall be $2.35 per square foot, payable monthly. The Base Rent for the Storage Space shall increase by 2% over the then current Base Rent for such space on April 1 of each year during the Term, with the first such increase applicable on April 1, 2008. As of April 1, 2007 the annual Base Rent for the remainder of the Premises shall be $3.00 per square foot, payable monthly. The total annual Base Rent (subject to the increases provided herein and in the Lease), which shall continue to be paid in twelve equal monthly installments as provided in the Lease shall therefore be $1,226,499 payable in monthly installments of $102,208.25.

5. **Security Deposit.** The amount of the Security Deposit set forth in Section 1.13 of the Lease shall be increased by Tenant to an amount equal to two times the monthly amount of Base Rent as provided in Paragraph 4 above. The increase in Security Deposit shall be paid by Tenant to Landlord on or before the later of (a) 5 business days after execution by both parties of this Amendment and (b) approval of this Amendment by the U.S. Bankruptcy Court for the District of Delaware

6. **Tenant's Right of First Refusal.** Provided Tenant's creditworthiness is at least equal to Tenant's creditworthiness as of March 8, 2007, during the Term, the Tenant, at Tenant's option, shall have the right of first refusal to Lease any warehouse space at the Building that becomes available for lease at the Building. The Tenant shall have a period of ten (10) calendar days after receipt by Tenant of written notice from Landlord of space availability to exercise Tenant's right of first refusal in writing to the Landlord or its agent. The term of the lease for any right of first refusal space shall be coterminous with the Term, including any options to renew. The Base Rent for the right of first refusal space shall be at the same rate as the Base Rent for the majority of the Premises as set forth in Paragraph 4, and as adjusted pursuant to the terms of the Lease

7. **Landlord's Repairs and Improvements to the Premises.** (a) The Landlord, at the Landlord's expense, shall perform, or cause to be performed, the repairs and improvements described on Exhibit B (the "Landlord's Work"), including, but not limited to: (i) dock work and repairs as set forth in the February 7, 2007 proposal letter from Hajack & Associates, Inc. (a copy of which has been provided to Tenant); (ii) floor repairs to cover tracks and drag lines in fork lift traffic lanes; (iii) repair and installation of exit lighting as required; (iv) installation of protection system and guards around electrical panels, transformers, pipes and valves; (v) removal of non-load bearing interior walls in the south side of the Premises as designated by Tenant; and (vi) exterior dock lighting. Except as provided in subparagraph 6(b) below, Landlord's Work shall commence on or before March 15, 2007 and shall be completed on or before May 15, 2007. Landlord shall be solely responsible for any contractors and subcontractors performing Landlord's Work and shall defend, indemnify and hold harmless Tenant from and against any and all liability, costs, expenses (including reasonable attorneys fees), damages, actions or causes of action arising out of or resulting from the performance of Landlord's Work. Landlord shall be responsible for the preparation of all plans necessary to perform the work and for obtaining, at Landlord's cost, required permits, if any.

(b) Tenant and Landlord both desire to make improvements to the access to the docks for the Premises by carriers trucks and trailers for the purposes of loading and unloading merchandise. Tenant and Landlord have agreed to certain work, as part of the Landlord's Work and at Landlord's cost and expense, to remove curbs, modify landscaping and the refurbishing of such areas following such work, all as described in Exhibit B and referred to as the "Curb Work" Tenant and Landlord acknowledge that the Curb Work may not be completed prior to the completion date set forth in subparagraph 6(a) above for the rest of Landlord's Work and Tenant and Landlord shall cooperate in good faith to determine the approvals necessary for the Curb Work and the time to complete the Curb Work. When such determination is made, the parties shall execute an additional work scheduling letter which shall be attached hereto and made a part of Exhibit B as if fully set forth on the date hereof, and Landlord shall diligently prosecute the completion of the Curb Work.

8. **Right to Sublet the Premises.** Tenant may sublet all or any part of the Premises to a third party of equal or better creditworthiness than Tenant for all or any portion of the Term.

At least 30 days before the term of any sublease tenancy is to commence, Tenant shall provide, or shall cause the proposed subtenant to provide, to Landlord the name, address, description of business and such financial information as may be reasonably sufficient for Landlord to determine the creditworthiness of such subtenant. The sublease agreement between Tenant and subtenant shall covenant that the subtenant is obligated to perform, and shall perform, all of the obligations of the Tenant under the Lease during any tenancy of such subtenant of the Premises. In the event the sublease between the Tenant and the sublease is for a total Rent in excess of the Rent to be paid by Tenant to the Landlord under the Lease, the Tenant shall pay to the Landlord 50% of the difference between the amount paid by the subtenant to the Tenant and the amount of Rent payable by the Tenant to the Landlord under the Lease, as amended.

9. **Incentive Program.** Tenant and Landlord will work jointly and in good faith to obtain any property tax reductions or capital recovery from the City of Chicago and/or the State of Illinois attributable to the Premises and related improvements. The first $50,000 of any such property tax reductions or capital recovery will be retained by the Landlord as a reimbursement for Landlord's costs for Landlord's Work, as provided herein. Any further property tax reductions or capital recovery will be shared equally between Landlord and Tenant. In the event that no tax reductions or capital recovery is obtained, and notwithstanding any other provisions of the Lease, at the termination or expiration of the Lease Landlord shall be entitled to retain $50,000 from the Security Deposit.

10. **Conditions Precedent.** (a) On March 1, 2007, based upon the discussions between Tenant and Landlord prior to such date, Tenant filed a motion, under 11 U.S.C. Section 365, with the United States Bankruptcy Court for the District of Delaware seeking to assume the Lease, as amended hereby, and entitling Landlord to all rights and protections afforded a landlord of an assumed lease under the Bankruptcy Code. If assumption of the Lease, as amended hereby, is not approved by the Bankruptcy Court, then this Amendment shall be null and void, and the parties shall each have the same rights and obligations that they had prior to the execution of this Amendment.

(b) If this Amendment is not approved by the Landlord's lender within five (5) business days after the execution of this Amendment by Tenant and Landlord, at the election of either the Tenant or the Landlord, this Amendment shall be null and void, and the parties shall each have the same rights and obligations that they had prior to the execution of this Amendment.

11. **Priority of Interpretation.** In the event of any conflict or inconsistency between the terms and conditions of this 5th Amendment and the terms and conditions of any of the Lease, the 1st, 2nd, 3rd, or 4th Amendments, the terms and conditions of this 5th Amendment shall control. Except as provided in any of the Amendments to the Lease, including but not limited to this 5th Amendment, the Lease remain in full force and effect in accordance with its terms.

12. **Headings.** Titles and paragraph headings are for reference purposes and for convenience of the parties only and shall have no bearing upon nor force or effect in respect of the interpretation and application of the substantive provisions in this Amendment contained.

WHEREFORE, the parties have hereunto set their hands and seals as of the date first above written.

LANDLORD: **TENANT:**

NEW MANAGEMENT. LTD as Agent for
Beneficial owner of the Land trust held by
LASALLE NATIONAL. BANKAND TRUST
COMPANY OF CHICAGO, not personally
but solely as Trustee under Trust Agreement
dated June 26, 1997 and known
as Trust Number 123103-06

By: _____
Chief Financial Officer

Date Signed: March 2, 2007

Home Products International, Inc.

By: _____

Its: Chief Executive Officer

Date Signed March 2, 2007

EXHIBIT A
FLOOR PLAN FOR THE PREMISES

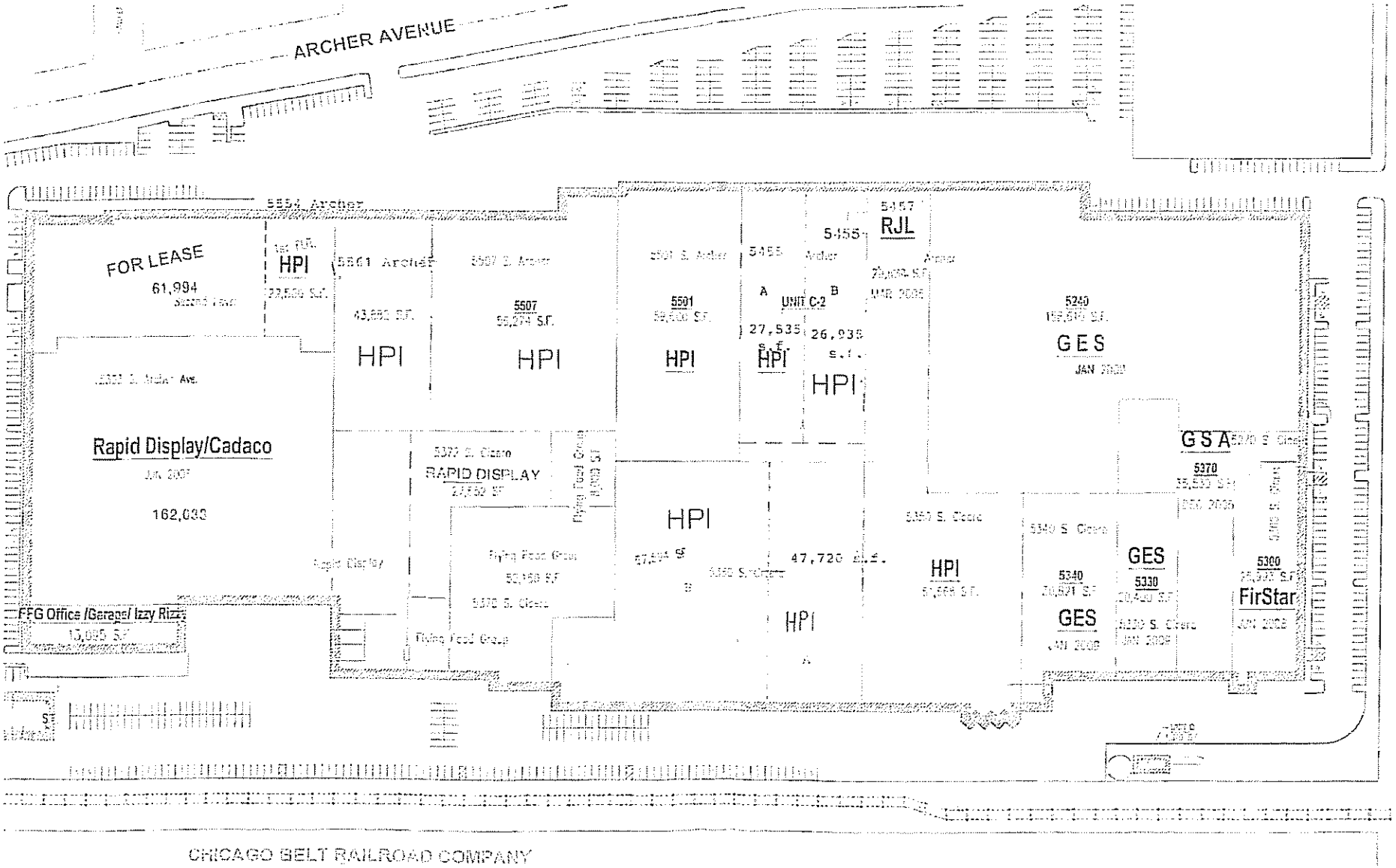

EXHIBIT A
FLOOR PLAN FOR THE PREMISES

EXHIBIT B

WORK LETTER AND DESCRIPTION OF LANDLORD'S IMPROVEMENTS

H. P. I. REPAIR LIST

2/20/07

DESCRIPTION	ADDRESS	LOCATION
Repair two (2) busted water spouts	5350 Cicero	Section D - Southeast
Repair overhead doors 1-4	5350 Cicero	Section D - Southeast
Repair dock and bumpers 1-4	5350 Cicero	Section D - Southeast
Repair overhead doors 13 & 14	5360 Cicero	Section K - South
Repair busted centerblocks to door 13	5360 Cicero	Section K - South
Replace bumper guards to doors 13 & 14	5360 Cicero	Section K - South
Remove 2 levelers from Northwest side to Southeast side	5360 Cicero	Section K - South
Remove drywall in section K to access section I & J	5360 Cicero	Section K - South
Repair 9 overhead doors	West 5360 Cicero	Section I & J - Southwest
Replace dock plates	West 5360 Cicero	Section I & J - Southwest
Install eighty (80) ballard to protect each passage way door frame	Archer/Cicero	Entire Unit
Expand two (2) passageways height to 14' & widen to 12' N/S	5501 - 5455	Section B - Section C
Open two (2) new passageways (tear down walls)	E. 5455 - W. 5455	Section C - Section E
Repair entire bathroom / currently non-functional	5455	Section E - North
Install frame rail guards 36" high to protect every overhead door (78)	Archer/Cicero	Entire Unit
Repair & Fix all overhead doors	Archer/Cicero	Entire Unit
Remove three (3) dock levelers from NW dock and install on NE dock	5507 S. Archer	From 5507 to 5501 door #11,12,13
Remove three (3) more dock leveler from NW dock and install So. dock	5507 S. Archer	From 5507 to 5360 S. Cicero
Improve lighting throughout entire unit / replace ballast & bulbs	Archer/Cicero	Entire Unit
Repair two (2) busted water spouts	5507 S. Archer	Section G - Central
Repair three (3) busted water spouts	5507 S. Archer	Section B - Northwest
Open new passageway 14' high 12' wide	5501 S. Archer	Section A - Section G
Repair and cleanup drywalled passageway	5501 S. Archer	Section I - Section K
Open two (2) new passageways (tear down walls) 14' x 12' wide	5507 S. Archer	Section K - Section D
Open one (1) passageway 14' x 12' wide (drywall)	5507 S. Archer	Section K - Section I
Install ballard to protect electrical transformers (34)	Archer/Cicero	Entire Unit
Repair exterior lighting for night time work (wallpacks)	Archer/Cicero	Entire Unit
Repair / Remove drag line / main aisle forklift	Archer/Cicero	Entire Unit
Repair all dock levelers and bumpers	Archer/Cicero	Entire Unit

Hājack & Associates, Inc.

214 South Clay Street
Hinsdale, Illinois 60521
Phone: (630) 325-5075
Fax: (630) 325-2720

February 7. 2007

New Management, Ltd.
212 North Sangamon, Suite #1-A
Chicago. IL 60607

Attn: Mr Tyrone Davidson

Subject: Dockleveler / Dock Bumper Repair Work
Concrete Dock Repair Work

Location: Midway Distribution Center
Chicago, IL

Total - $117,685

Confirming our recent meeting and the survey taken on February 2, 2007, I can quote as follows:

Note that this survey is based on the equipment and dock conditions as they existed on February 2, 2007. Actual conditions can and will change over time, useage, wear & tear and truck damage

Part 1:

Southeast side of building Doors 1-4 (saw-tooth dock) Survey taken going east to west

Door 1: Serco 6' x 8' mechanical dockleveler appears to be operating properly Unit requires general maintenance to adjust and lubricate component parts, hinges and pivot points. as well as minor adjustments. Cost: $115.00 material and labor

Door 2: Serco 6' x 8' mechanical dockleveler appears to be operating properly Unit requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $115.00 material and labor

Door 3: Serco 6' x 8' mechanical dockleveler requires a new holdown/ratchet ramp control assembly, a new snubber spring chain assembly and a new rear lip extension spring and connecting rod assembly. Unit requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments. Cost: $1,725.00 material and labor

Door 4: Serco 6' x 8' mechanical dockleveler requires a new holdown/ratchet ramp control assembly, a new snubber spring chain assembly and a new rear lip extension spring and connecting rod assembly Unit requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $1,725.00 material and labor

Part 2:

South side of building Doors 1-14 (middle part of building). Survey taken going east to west

These dock door have a sub-standard dock height of 43" and the concrete dock wall is flush with the brick building wall There is insufficient dock bumper protection at every door and the incoming trailers are over-riding the existing dock bumpers and hitting the brick building wall causing severe damage I recommend the following repairs:

continued

February 7, 2007

New Management, Ltd.
212 North Sangamon, Suite #1-A
Chicago, IL 60607

Attn: Mr Tyrone Davidson

Subject: Dockleveler / Dock Bumper Repair Work
Concrete Dock Repair Work

Location: Midway Distribution Center
Chicago, IL

Door 14: This dock requires two (2) new 8" thick vertical rubber dock bumpers that are built-up 6" above the dock floor level using steel plates and gussets Cost: $790 00 material and labor

Door 13: This dock requires two (2) new 8" thick vertical rubber dock bumpers that are built-up 6" above the dock floor level using steel plates and gussets Cost: $790 00 material and labor

Door 12: The concrete dock edge is damaged and offset The concrete at the dock edge needs to be saw-cut and removed A new 8" steel channel embed will be poured into the face of the dock and two (2) new 8" thick vertical rubber dock bumpers that are built-up 6" above the dock floor level will be installed. Cost: $2,165 00 material and labor

Door 11: This dock requires two (2) new 8" thick vertical rubber dock bumpers that are built-up 6" above the dock floor level using steel plates and special 5" gussets The existing dock door seal will have to be removed The Kelly 7' x 8' mechanical dockleveler requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $1,125 00 material and labor

Door 10: The concrete dock edge is damaged and offset The concrete at the dock edge needs to be saw-cut and removed A new 8" steel channel embed wil be poured into the face of the dock and two (2) new 8" thick vertical rubber dock bumpers that are built-up 6" above the dock floor level will be installed. Cost: $1,490.00 material and labor

Door 9: This dock requires two (2) new 8" thick vertical rubber dock bumpers that are built-up 6" above the dock floor level using steel plates and special 5" gussets. The existing dock door seal will have to be removed The Kelly 7' x 8' mechanical dockleveler requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $1 190 00 material and labor

Door 8: Trailer was spotted at the time this survey was taken. The existing steel angle embed looked undamaged. This dock should have two (2) new 8" thick vertical rubber dock bumpers that are built-up 6" above the dock floor level using steel plates and gussets Cost: $790 00 material and labor

Door 7: Trailer was spotted at the time this survey was taken. The existing steel angle embed looked undamaged. This dock should have two (2) new 8" thick vertical rubber dock bumpers that are built-up 6" above the dock floor level using steel plates and gussets Cost: $790 00 material and labor

Door 6: Trailer was spotted at the time this survey was taken. The existing steel angle embed looked undamaged. This dock should have two (2) new 8" thick vertical rubber dock bumpers that are built-up 6" above the dock floor level using steel plates and gussets Cost: $790 00 material and labor

Door 5: Trailer was spotted at the time this survey was taken. The existing steel angle embed looked undamaged. This dock should have two (2) new 8" thick vertical rubber dock bumpers that are built-up 6" above the dock floor level using steel plates and gussets Cost: $790 00 material and labor

continued

February 7, 2007

New Management, Ltd.
212 North Sangamon, Suite #1-A
Chicago, IL 60607

Attn: Mr Tyrone Davidson

Subject: Dockleveler / Dock Bumper Repair Work
Concrete Dock Repair Work

Location: Midway Distribution Center
Chicago, IL

Door 4: The steel angle embed is bent and broken out of the dock edge and the concrete dock edge is damaged. The concrete at the dock edge needs to be saw-cut and removed. A new 8" steel channel embed will be poured into the face of the dock and two (2) new 8" thick vertical rubber dock bumpers that are built-up 6' above the dock floor level will be installed Cost: $2,185.00 material and labor

Door 3: Trailer was spotted at the time this survey was taken. The existing steel angle embed looked undamaged. This dock should have two (2) new 8" thick vertical rubber dock bumpers that are built-up 6" above the dock floor level using steel plates and gussets Cost: $790.00 material and labor

Door 2: Trailer was spotted at the time this survey was taken. The existing steel angle embed looked undamaged. This dock should have two (2) new 8" thick vertical rubber dock bumpers that are built-up 6" above the dock floor level using steel plates and gussets Cost: 5790.00 material and labor

Door 1: Trailer was spotted at the time this survey was taken. The existing steel angle embed looked undamaged. This dock should have two (2) new 8" thick vertical rubber dock bumpers that are built-up 6" above the dock floor level using steel plates and gussets Cost: $790.00 material and labor

Option: Saw-cut, break-out and excavate existing floor slab and front dock wall Form and pour a new 4' cantalevered concrete dockleveler pit including perimeter steel angle embeds Install one (1) new McGuire 6' x 8' mechanical dockleveler with 30,000 lbs capacity 16" hinged lip, side toe guards, side vinyl weatherseals and two (2) 4.5" thick vertical dock bumpers with 6" steel build-ups Cost: $7,590.00 material and labor

Part 3:

Northeast side of building Dock Positions 1-18 (5507 S Archer) Survey taken going west to east

Position 18: McGuire 7' x 8' mechanical dockleveler appears to be operating properly Unit requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $115.00 material and labor

Position 17: Kelly 7' x 6' mechanical dockleveler (walk-out lip) needs new holdown/ratchet ramp control assembly. Unit requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $985.00 material and labor

Position 16: DLM 7' x 8' mechanical dockleveler needs new holdown/ratchet ramp control assembly Unit requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $1,185.00 material and labor

Position 15: McGuire 7' x 8' mechanical dockleveler needs new holdown/ratchet ramp control assembly Has old "Red" obsolete holdown device. Unit requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $1,185.00 material and labor

continued

February 7, 2007

New Management, Ltd.
212 North Sangamon. Suite #1-A
Chicago, IL 60607

Attn: Mr Tyrone Davidson

Subject: Dockleveler / Dock Bumper Repair Work
Concrete Dock Repair Work

Location: Midway Distribution Center
Chicago, IL

Position 14: McGuire 7' x 8' mechanical dockleveler needs new holdown/ratchet ramp control assembly Has old "Red" obsolete holdown device Unit requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $1,185 00 material and labor.

Note: There are three (3) mechanical docklevelers fitted between marked positions #14 and #13. Two (2) of these docklevelers appear damaged beyond repair The other dockleveler had a dumpster spotted in front of it It appears to be a Rite Hite 7' x 8' mechanical dockleveler Estimate general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $115 00 material and labor

Position 13: Rite Hite 7' x 8' mechanical dockleveler needs new holdown/ratchet ramp control assembly Unit requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments. Cost: $1 185 00 material and labor

Position 12: Dockleveler has been removed and pit filled-in with concrete

Position 11: The 7' x 8' Dockleveler is damaged beyond repair and must be replaced The concrete pit has sustained fork-lift damage to perimeter angle embeds A new concrete pit with a 4" canterlever is required Cost for new pit and new McGuire 7' x 8' dockleveler: $7,790 00 material and labor.

Position 10: Rite Hite 7' x 8' mechanical dockleveler requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments. Cost: $115 00 material and labor.

Position 9: Rite Hite 7' x 8' mechanical dockleveler requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $115.00 material and labor

Position 8: Rite Hite 7' x 8' mechanical dockleveler needs new holdown/ratchet ramp control assembly Unit requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments. Cost: $1,185 00 material and labor

Position 7: Rite Hite 7' x 8' mechanical dockleveler needs new holdown/ratchet ramp control assembly Unit requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $1,185 00 material and labor

Position 6: Rite Hite 7' x 8' mechanical dockleveler needs new holdown/ratchet ramp control assembly Also requires new lip keepers Unit requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $1,225 00 material and labor

Position 5: The 7' x 8' Dockleveler is damaged beyond repair and must be replaced The concrete pit has sustained fork-lift damage to perimeter angle embeds. A new concrete pit with a 4" canterlever is required Cost for new pit and new McGuire 7' x 8' dockleveler: $7,790.00 material and labor.

continued

February 7, 2007

New Management, Ltd.
212 North Sangamon, Suite #1-A
Chicago, IL 60607

Attn: Mr Tyrone Davidson

Subject: Dockleveler / Dock Bumper Repair Work
Concrete Dock Repair Work

Location: Midway Distribution Center
Chicago, IL

Position 4: This dock requires two (2) new 8" thick vertical rubber dock bumpers that are built-up 6" above the dock floor level using steel plates and gussets. The Kelly 7' x 8' mechanical dockleveler requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $925 00 material and labor

Position 3: This dock requires two (2) new 8" thick vertical rubber dock bumpers that are built-up 6" above the dock floor level using steel plates and gussets The Kelly 7' x 8' mechanical dockleveler requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $925 00 material and labor

Position 2: This dock requires concrete work to replace perimeter steel angle embeds and two (2) new 8" thick vertical rubber dock bumpers that are built-up 6" above the dock floor level using steel plates and gussets The Kelly 7' x 8' mechanical dockleveler requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $3,950 00 material and labor

Position 1: This dock requires two (2) new 8" thick vertical rubber dock bumpers that are built-up 6" above the dock floor level using steel plates and gussets. The Kelly 7' x 8' mechanical dockleveler requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $925 00 material and labor

Part 4:

Northeast side of building Dock Positions 1-12 (5507 S Archer). Survey taken going west to east

Position 1: McGuire 7' x 8' mechanical dockleveler requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $115.00 material and labor

Position 2: McGuire 7' x 8' mechanical dockleveler requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $115 00 material and labor.

Position 3: McGuire 7' x 8' mechanical dockleveler requires new lip extension rod assembly, general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $575 00 material and labor

Position 4: DLM 7' x 8' mechanical dockleveler requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments. Cost: $115 00 material and labor.

Position 5: The 7' x 8' Dockleveler is damaged beyond repair and must be replaced The concrete pit has sustained fork-lift damage to perimeter angle embeds A new concrete pit with a 4" canterlever is required Cost for new pit and new McGuire 7' x 8' dockleveler: $7,790 00 material and labor

continued

February 7, 2007

New Management, Ltd.
212 North Sangamon, Suite #1-A
Chicago, IL 60607

Attn: Mr. Tyrone Davidson

Subject: Dockleveler / Dock Bumper Repair Work
Concrete Dock Repair Work

Location: Midway Distribution Center
Chicago, IL

Position 6: DLM 7' x 8' mechanical dockleveler requires a new holdown/ratchet ramp control assembly and general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments. Cost: $1,185.00 material and labor

Position 7: The 7' x 8' Dockleveler is damaged beyond repair and must be replaced. The concrete pit has sustained fork-lift damage to perimeter angle embeds. A new concrete pit with a 4" canterlever is required. Cost for new pit and new McGuire 7' x 6' dockleveler: $7,790.00 material and labor

Position 8: DLM 7' x 8' mechanical dockleveler requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments
Cost: $115.00 material and labor

Position 9: The 7' x 8' Dockleveler is damaged beyond repair and must be replaced. The concrete pit has sustained fork-lift damage to perimeter angle embeds. A new concrete pit with a 4" canterlever is required. Cost for new pit and new McGuire 7' x 8' dockleveler: $7,790.00 material and labor

Position 10: DLM 7' x 8' mechanical dockleveler requires a new holdown/ratchet ramp control assembly, release chain assembly and general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments. Cost: $1,200.00 material and labor

Position 11: The 7' x 8' Dockleveler is damaged beyond repair and must be replaced. The concrete pit has sustained fork-lift damage to perimeter angle embeds. A new concrete pit with a 4" canterlever is required. Cost for new pit and new McGuire 7' x 8' dockleveler: $7,790.00 material and labor

Position 12: DLM 7' x 8' mechanical dockleveler requires a new holdown/ratchet ramp control assembly and general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments. Cost: $1,185.00 material and labor.

Part 5:

Northeast side of building Dock Positions 6-18 (5501 S Archer) Survey taken going west to east

Position 6: DLM 6' x 8' mechanical dockleveler is operating but has severe negative lip bend, dished deckplate, broken rear hinge lugs and structural damage. This type of damage can not be repaired economically. Replacement of dockleveler and new vertical dock bumpers are required. Cost: $825.00 material and labor

Position 7: DLM 6' x 8' mechanical dockleveler is operating but has severe negative lip bend, dished deckplate, broken rear hinge lugs and structural damage. This type of damage can not be repaired economically. Replacement of dockleveler and new vertical dock bumpers are required. Cost: $825.00 material and labor

continued

February 7, 2007

New Management, Ltd.
212 North Sangamon Suite #1-A
Chicago, IL 60607

Attn: Mr Tyrone Davidson

Subject: Dockleveler / Dock Bumper Repair Work
Concrete Dock Repair Work

Location: Midway Distribution Center
Chicago, IL

Position 8: The 7' x 8' Dockleveler is damaged beyond repair and must be replaced New 4 5" thick vertical dock bumpers with 10" steel build-ups are required Cost for new McGuire 7' x 8' dockleveler and dock bumpers: $7,790 00 material and labor

Position 9: Kelly 7' x 8' mechanical dockleveler requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments. One left side steel 10" bumper build-up (with backplate) and two new 4 5" thick vertical dock bumpers. Cost: $585.00 material and labor

Position 10: DLM 7' x 8' mechanical dockleveler requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Two new steel 10" bumper build-ups (with backplate) and two new 4 5" thick vertical dock bumpers Also, rebuild top of concrete dock edge behind right side bumper where concrete has broken out Cost: $975 00 material and labor.

Position 11: No dockleveler or bumpers are present at this door location

Position 12: No dockleveler or bumpers are present at this door location

Position 13: No dockleveler or bumpers are present at this door location

Position 14: McGuire 7' x 8' Dockleveler is damaged beyond repair and must be replaced The dock bumpers are in good condition Cost: $7,790 00 material and labor.

Position 15: McGuire 7' x 8' mechanical dockleveler requires new cam roller, new holdown/ratchet ramp control assembly and general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $1,225.00 material and labor.

Position 16: McGuire 7' x 8' mechanical dockleveler requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Cost: $115 00 material and labor.

Position 17: Kelly 7' x 8' mechanical dockleveler requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Two new steel 8" bumper build-ups (with backplates) and two new 4 5" thick vertical dock bumpers Cost: $975 00 material and labor

Position 18: Kelly 7' x 8' mechanical dockleveler requires general maintenance to adjust and lubricate component parts, hinges and pivot points, as well as minor adjustments Two new steel 8" bumper build-ups (with backplates) and two new 4.5" thick vertical dock bumpers Cost: $975 00 material and labor

Position 19: (American Eagle) McGuire 7' x 8' mechanical dockleveler requires general maintenance to adjust and lubricate component parts, hinges and pivot points, and minor adjustments Reweld side toe guard back to deck structure and replace worn holdown/ratchet ramp control assembly. Cost: $1,200 00 material and labor

continued

February 7. 2007

New Management, Ltd.
212 North Sangamon, Suite #1-A
Chicago, IL 60807

Attn: Mr Tyrone Davidson

Subject: Dockleveler / Dock Bumper Repair Work
Concrete Dock Repair Work

Location: Midway Distribution Center
Chicago, IL

Note 1: Concrete pit work is based on a floor slab and front dock wall being no more than 8" thick and not to exceed a reasonable amount of steel reinforcing. All fill to be common; free of boulders, electrical wiring, conduit, piping and any foreign obstructions. If any abnormal conditions are discovered, additional charges will apply for re-work and/or correction, as approved by owner or owner's representative. Permits, if required, by others.

Note 2: Prices do not include any concrete dust protection, masonry or brick repair to building wall, steel or masonry jamb repair, dock seal repair, overhead door repair or any other work not specifically stated in the quotation.

Terms: 25% material deposit. Progress payments per invoice amount until completion
Shipment: Approx. (3) weeks after receipt of order.

Sincerely,

Mike Hajack

Mike Hajack

Approved By: _____

Date: _____

Contract No : _____