EXHIBIT II

Exhibit 1

LEASE CONSOLIDATION AND MODIFICATION AGREEMENT

THIS LEASE CONSOLIDATION AND MODIFICATION AGREEMENT ("Agreement") is effectively made as of the 2nd day of March, 2007, by and between GENERAL ELECTRIC CAPITAL CORPORATION ("Lessor"), HOME PRODUCTS INTERNATIONAL – NORTH AMERICA, INC., a Delaware corporation ("Lessee"), and HOME PRODUCTS INTERNATIONAL, INC., a Delaware corporation ("Guarantor").

RECITALS:

Lessor previously entered into an equipment lease ("Lease") with the Lessee, which such Lease is evidenced by: (i) a Master Lease Agreement, dated March 13, 2003 ("Master Lease"); (ii) a Plastics Equipment Schedule No. 001, dated March 28, 2003 ("Schedule No. 1"); (iii) a Plastics Equipment Schedule No. 002, dated March 28, 2003 ("Schedule No. 2"); (iv) a Plastics Equipment Schedule No 003, dated May 1, 2003 ("Schedule No. 3"); (v) a Plastics Equipment Schedule No. 004, dated July 1, 2003 ("Schedule No 4"); (vi) a Plastics Equipment Schedule No. 5 ("Schedule 5"); (vii) a Plastics Equipment Schedule No. 006, dated March 3, 2004 ("Schedule No. 6"); and (viii) a Machine Tools Equipment Schedule No. 007, dated December 10, 2004 ("Schedule No. 7"), executed by and between the Lessee and the Lessor.

The Guarantor unconditionally guaranteed all of the Lessee's obligation to the Lessor under the Lease and the Original Lease Documents pursuant to a Corporate Guaranty, dated March 21, 2003, executed by the Guarantor in favor of the Lessor ("Guaranty").

The Lessee's obligations under the Original Lease Documents is secured by a $500,000.00 security deposit ("Deposit") from the Lessee which is presently in possession of the Lessor pursuant to a Security Deposit Pledge Agreement, dated December 10, 2004 ("Pledge Agreement"), executed by the Lessee in favor of the Lessor.

On December 20, 2006, the Lessee and the Guarantor each filed a chapter 11 bankruptcy case in the United States Bankruptcy Court for the District of Delaware ("Bankruptcy Court"), which such chapter 11 bankruptcy cases are being jointly administered under Case No. 06-11457 ("Bankruptcy Case").

After the filing of the Bankruptcy Case, the Lessee and the Lessor entered into an Agreement, dated January 31, 2007 ("Postpetition Agreement"), relating to the Lease which provided for, among other things: (i) the rejection by the Lessee of Schedule No. 5, (ii) the assumption by the Lessee of the Master Lease and Schedule No. 1, Schedule No. 2, Schedule No. 3, Schedule No. 4, Schedule No. 6 and Schedule No. 7 (collectively, the "Assumed Schedules"), and (iii) the liquidation of certain leased equipment that the Lessee no longer needs to operate its business.

On February 20, 2007, the Bankruptcy Court entered an Order (I) Approving Postpetition Agreement Between Home Products International – North America, Inc. and General Electric Capital Corporation, (II) Authorizing HPI-NA to Reject an Executory Contract, and (III) Authorizing HPI-NA to Assume Certain Executory Contracts and (IV) Granting General Electric Capital Corporation Limited Relief from the Automatic Stay (the "Order") in the Bankruptcy Case pursuant to which the Bankruptcy Court, among other things, authorized the Lessee to enter into the Postpetition Agreement, reject Schedule No. 5 and assume the Master Lease and the Assumed Schedules.

The Master Lease, Schedule No. 1, Schedule No. 2, Schedule No. 3, Schedule No. 4, Schedule No. 6, Schedule No. 7, the Guaranty, the Pledge Agreement, the Postpetition Agreement and the Order are collectively referred to herein as the "Original Lease Documents."

The Original Lease Documents, this Agreement and the various lease documents that are to be executed pursuant to this Agreement (including, without limitation, the Amended Master Lease, the Amended Equipment Schedule, the Additional Guaranty and the Amended Pledge Agreement as defined below) are collectively referred to herein as the "Lease Documents."

The various equipment leased by the Lessor to the Lessee which is described in the Lease Documents is collectively referred to herein as the "Equipment."

The Lessee has requested that the Lessor amend, restate and consolidate the Original Lease Documents, modify the Lessee's monthly rent obligations that are owed to the Lessor under the Lease and liquidate certain of the Equipment that the Lessee no longer needs to operate its business. The Lessor has had an opportunity to review the Lessee's requests and is willing to modify the Original Lease Documents and sell the Liquidated Assumed Schedule Equipment (as defined below) as set forth herein.

WITNESSETH:

NOW, THEREFORE, in consideration of these premises, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. RECITALS. The recitals set forth above are true and accurate and are hereby incorporated into this Agreement by reference.

2. ACKNOWLEDGMENTS. The Lessee and the Guarantor hereby acknowledge and agree that: (i) the Lease is a true lease, (ii) the Lessor is the owner of all of the Equipment and the Liquidated Assumed Schedule Equipment (as defined below), (iii) the Lease Documents are valid and binding and fully enforceable against the Lessee and the Guarantor in accordance with their respective terms, (iv) the Lessor holds a first priority duly perfected security interest and lien against the Deposit; and (v) the Lessee is, and shall remain, notwithstanding confirmation by the Bankruptcy Court of the Lessee's and the Guarantor's Second Amended Chapter 11 Plan of Reorganization dated January 29, 2007 ("Plan"), the wholly owned subsidiary of the Guarantor.

3. MARCH RENT PAYMENTS. The Lessee shall deliver to Lessor all of the rent payments that are due for March, 2007 under the Assumed Schedules except for Schedule No. 7 referenced above ("Schedule No. 7") when and as due thereunder. The March 2007 rent for Schedule No. 7 has been added to and shall be part of the "Capitalized Lessor's Cost" referenced in the "Amended Equipment Schedule" to be executed and delivered by the Lessee and Lessor pursuant to Section 4 below, and shall be paid by the Lessee to the Lessor pursuant to the payments terms set forth in the Amended and Restated Lease Documents to be executed and delivered by the Lessee and Lessor pursuant to Section 4 below.

4. AMENDED AND RESTATED LEASE DOCUMENTS. Simultaneously with the execution of this Agreement by the parties hereto, the Lessee and Lessor shall execute: (i) the Amended and Restated Master Lease Agreement of even date herewith ("Amended Master

Lease") attached hereto as Exhibit A which shall amend and restate the Master Lease in its entirety, and (ii) the Amended, Restated and Consolidated Equipment Schedule of even date herewith ("Amended Equipment Schedule") attached hereto as Exhibit B which shall amend, restate and consolidate the Assumed Schedules in their entirety. From the date of this Agreement forward, the terms of the Lease shall be governed by the Amended Master Lease and the Amended Equipment Schedule and the Lessee shall strictly comply with all of the terms and conditions set forth in the Amended Master Lease and the Amended Equipment Schedule, including, without limitation, the Lessee's obligation to deliver the rent payments called for in the Amended Equipment Schedule to the Lessor when and as due thereunder.

5. GUARANTY. Simultaneously with the execution of this Agreement by the parties hereto, the Guarantor shall execute the Corporate Guaranty of even date herewith ("Additional Guaranty") attached hereto as Exhibit C pursuant to which the Guarantor shall unconditionally guaranty the payment and performance of all existing and future indebtedness and obligations which the Lessee owes to the Lessor, including, without limitation, all indebtedness and obligations that the Lessee now or hereafter owes to the Lessor under and in connection with this Agreement and the other Lease Documents. The Guarantor hereby acknowledges and agrees that the Additional Guaranty and the Guaranty shall remain in full force and effect and shall not be discharged, terminated or impaired as a result of the Bankruptcy Court's confirmation of the Lessor's and Guarantor's Plan. The Guarantor further agrees to seek, as part of the "Approval Order" called for in Section 14 below, authority to execute and deliver the Additional Guaranty required hereunder in favor of the Lessor and shall confirm and ratify its obligations under the Additional Guaranty and the Guaranty in the Order entered by the Bankruptcy Court confirming the Lessee's and the Guarantor's Plan ("Confirmation Order").

6. SECURITY DEPOSIT. The Lessee acknowledges that the Lessor is presently in sole possession of the Deposit and that the Lessee shall not have any access to, use of or control over the Deposit for any reason. Simultaneously with the execution of this Agreement by the parties hereto, the Lessee shall execute the Amended and Restated Security Deposit Pledge Agreement of even date herewith ("Amended Pledge Agreement") attached hereto as Exhibit D pursuant to which the Lessee shall grant the Lessor a first priority security interest and lien in, to and against the Deposit in order to secure the payment and performance of all existing and future indebtedness and obligations which the Lessee owes to the Lessor, including, without limitation, all indebtedness and obligations that the Lessee now or hereafter owes to the Lessor under and in connection with this Agreement and the other Lease Documents.

7. SALE OF LIQUIDATED ASSUMED SCHEDULE EQUIPMENT. The parties hereto acknowledge and agree that pursuant to the terms of Section 3 of the Postpetition Agreement: (i) the Lessor's equipment described on Exhibit E ("Exhibit "E") which is attached hereto and incorporated herein by reference (collectively, the "Sold Equipment") was previously sold by the Lessee's auctioneer, and (ii) the Lessor is in possession of the Lessor's equipment described on Exhibit F ("Exhibit F") which is attached hereto and incorporated herein by reference (collectively, the "Unsold Equipment"). The Sold Equipment and the Unsold Equipment described on Exhibit E and Exhibit F are collectively referred to herein as the "Liquidated Assumed Schedule Equipment." The parties hereto hereby agree as follows with respect to the Liquidated Assumed Schedule Equipment:

(a) Sale of Liquidated Assumed Schedule Equipment. The parties hereto acknowledge that the Lessor has or is in the process of receiving a total of $135,750.00 from the sale of the Sold Equipment. The Lessor shall sell the Unsold Equipment pursuant to one or

more auctions or private sales. The Lessor shall be entitled to sell the Unsold Equipment in the manner and at the times in which is deems appropriate in its sole and absolute discretion.

(b) Lease Termination Amount. The term "Lease Termination Amount" as used herein shall mean the Lease Termination Amount for each piece of the Liquidated Assumed Schedule Equipment that is set forth on Exhibit E and Exhibit F.

(c) Net Liquidation Proceeds. The term "Net Liquidation Proceeds" as used herein shall mean the aggregate proceeds received by the Lessor from the sale of the Liquidated Assumed Schedule Equipment less the sum of: (i) all actual costs, expenses and commissions incurred by the Lessor to move, store and sell the Liquidated Assumed Schedule Equipment, (ii) all outstanding property taxes relating to the Liquidated Assumed Schedule Equipment, (iii) all sales tax paid by the Lessor in connection with the sale of the Liquidated Assumed Schedule Equipment, and (iv) all actual and reasonable attorneys' fees and expenses that are incurred by the Lessor in connection with the Bankruptcy Case, the liquidation of the Liquidated Assumed Schedule Equipment and the negotiation, preparation and consummation of the Postpetition Agreement, the Order, this Agreement and the other Lease Documents.

(d) Deficiency Amount. The "Deficiency Amount" as used herein shall mean the aggregate sum of the Lease Termination Amounts set forth on Exhibit E and Exhibit F for all of the Liquidated Assumed Schedule Equipment less the Net Liquidation Proceeds, plus the amount of interest that accrues on the Projected Deficiency Amount and the Deficiency Amount as set forth below.

(e) Projected Deficiency Amount. The "Projected Deficiency Amount" as used herein shall mean $775,973.40, the estimated Deficiency Amount which the Lessor projects will result from the sale of the Liquidated Assumed Schedule Equipment which does not included property taxes, sales tax, moving fees, storage fees or attorneys' fees and expenses that have been or will be incurred by the Lessor in connection with the Bankruptcy Case and the sale of the Liquidated Assumed Schedule Equipment.

(f) Surplus Amount. The "Surplus Amount" as used herein shall mean the Net Liquidation Proceeds less the aggregate Lease Termination Amounts for all of the Liquidated Assumed Schedule Equipment set forth in Exhibit E and Exhibit F.

(g) Notice. Once all of the Liquidated Assumed Schedule Equipment has been sold by the Lessor, the Lessor, within fifteen (15) business days thereafter, shall provide the Lessee with a written notice ("Notice") setting forth the actual amount of the Deficiency Amount or any Surplus Amount.

(h) Interest. Upon the execution of this Agreement by the parties hereto, interest shall accrue on the Projected Deficiency Amount of $775,973.40 at the rate of seven and one half percent (7.5%) per annum. Once all of the Liquidated Assumed Schedule Equipment has been sold and the actual Deficiency Amount can be fixed, interest shall thereafter accrue on the unpaid Deficiency Amount at the rate of seven and one half percent (7.5%) per annum until the Deficiency Amount is paid in full.

(i) Payment of Deficiency Amount. The Lessee shall deliver the following monthly installment payments ("Installment Payments") to the Lessor in order to pay the Deficiency Amount: (i) commencing on April 8, 2007, and continuing on the eighth (8th) day of each month thereafter, the Lessee shall deliver to the Lessor monthly payments each in the

amount of $66,903.30, which such Installment Payments shall be applied by the Lessor to reduce the Deficiency Amount, and (ii) on or before March 8, 2008, the Lessee shall deliver a payment to the Lessor in an amount equal to the Deficiency Amount less the total Installment Payments that were previously delivered by the Lessee to the Lessor.

(j) Prepayment. The Lessee shall have the right to prepay the Deficiency Amount at any time without penalty. Once the Deficiency Amount is paid in full, the Lessee shall have no further obligation to deliver the Installment Payments to the Lessor. To the extent that the total amount of Installment Payments delivered by the Lessee to the Lessor exceeds the actual Deficiency Amount ("Overpayment Amount"), the Lessor shall refund such Overpayment Amount to the Lessee.

(k) Payment of Surplus Amount. In the event that there is a Surplus Amount after the sale of the Liquidated Assumed Schedule Equipment, the Lessor shall deliver the Surplus Amount to the Lessee within ten (10) business days after the Notice is provided to the Lessee by the Lessor. Furthermore, in the event that there is a Surplus Amount after the sale of the Liquidated Assumed Schedule Equipment, once Lessor provides Notice of the same to Lessee, the Lessee, thereafter, shall not be obligated to deliver any further Installment Payments to the Lessor, and Lessor, within ten (10) business days after the Notice is provided to the Lessee by the Lessor, shall also refund to Lessee any Installment Payments previously thereto tendered to Lessor.

8. DEFAULTS. The Lessee shall be in default under this Agreement in the event that any of the following events occur (each a "Default"): (i) the Lessee fails to comply with any of the terms and conditions set forth herein, (ii) the Lessee fails to deliver any Installment Payment to the Lessor when due, or (iii) the occurrence of any default or event of default under the other Lease Documents.

9. REMEDIES. Upon the occurrence of a Default, the Lessor shall be entitled to enforce all of its rights and remedies under the Lease Documents and applicable law, including, without limitation, instituting suit against the Lessee and the Guarantor for the amounts owed under this Agreement and the other Lease Documents and offsetting against the Deposit and applying such funds to reduce the amounts owed to the Lessor under this Agreement and the other Lease Documents.

10. NOTICES. Any notice required or permitted by or in connection with this Agreement or the other Lease Documents, including the Notice referenced above, shall be in writing at the appropriate addresses set forth below or to such other addresses as may be hereafter specified by written notice by the parties hereto. Any such notice shall be deemed to be effective one (1) day after mailing if sent by Airborne, Express Mail, Federal Express or other overnight mail service and two (2) days after mailing by first-class mail or certified mail. Notwithstanding the foregoing, all notices shall be considered to be effective immediately if accomplished by hand delivery or facsimile.

If to the Lessor:

General Electric Capital Corporation
10 Riverview Drive
Danbury, CT 06810
Attn: Beth I. Bonell, Vice President
Facsimile: 203-749-4530

If to the Lessee:

Home Products International – North America, Inc.
4501 W. 47th Street
Chicago, IL 60632
Attn: Donald J. Holtz, CFO
Facsimile No.: (773) 890-0523

If to the Guarantor:

Home Products International, Inc.
4501 W. 47th Street
Chicago, IL 60632
Attn: Donald J. Holtz, CFO
Facsimile No.: (773) 890-0523

11. NO NOVATION. The execution of this Agreement, the Amended Master Lease, the Amended Equipment Schedule, the Additional Guaranty and the Amended Pledge Agreement shall not constitute or cause a novation of the Original Lease Documents or a waiver of any of the Lessor's rights and remedies under the Original Lease Documents and applicable law with respect to the Equipment, Liquidated Assumed Schedule Equipment, the Lessee and/or the Guarantor.

12. INCORPORATION AND RATIFICATION OF ORIGINAL LEASE DOCUMENTS. The terms and conditions of the Original Lease Documents are incorporated herein by reference and made a part hereof as if fully set forth herein. Except as modified by this Agreement, the Amended Master Lease, the Amended Equipment Schedule, the Additional Guaranty and the Amended Pledge Agreement, the parties hereto acknowledge and agree that all other terms and conditions of the Original Lease Documents shall remain unchanged, in full force and effect and are hereby ratified and confirmed by the parties hereto in all respects. Furthermore, the parties hereto acknowledge that the terms of the Order and the Postpetition Agreement, to the extent not specifically modified herein, shall remain in full force and effect.

13. ASSUMPTION OF LEASE DOCUMENTS. The Lease Documents shall be assumed by the Lessee in connection with the Bankruptcy Case.

14. BANKRUPTCY COURT APPROVAL; CONFIRMATION ORDER. The Lessor and the Guarantor shall immediately file a motion in the Bankruptcy Case requesting the entry of an order approving the terms and conditions of this Agreement and the other Lease Documents, authorizing the Lessee to enter into this Agreement and the other Lease Documents, authorizing the Guarantor to execute and deliver the Additional Guaranty in favor of the Lessor, and authorizing the Lessee to assume the Lease and the Lease Documents ("Approval Order"). Notwithstanding anything to the contrary set forth herein, the validity, enforceability and effectiveness of this Agreement and the other Lease Documents shall be subject to the entry of the Approval Order. The Confirmation Order entered by the Bankruptcy Court in connection with the Lessor's and Guarantor's Plan shall indicate that this Agreement and the other Lease Documents shall remain in place, in full force and effect, shall be fully enforceable by the parties thereto notwithstanding confirmation of the Plan and that confirmation of the Plan shall not discharge the Lessee's or the Guarantor's respective obligations to the Lessor under this Agreement or the other Lease Documents.

15. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, trustees, successors and permitted assigns. The term "Lessee" as used herein and in the Lease Documents shall mean collectively the Lessee and its successors and the reorganized Lessee under any chapter 11 plan of reorganization that may be confirmed in the Bankruptcy Case. The term "Guarantor" as used herein and in the Lease Documents shall mean collectively the Guarantor and its successors and the reorganized Guarantor under any chapter 11 plan of reorganization that may be confirmed in the Bankruptcy Case.

16. NO WAIVER. The parties hereto may, at any time or from time to time, waive all or any of their respective rights under this Agreement or under any other Lease Document, but any such waiver or indulgence by any party hereto at any time or from time to time shall not constitute, unless specifically so expressed by such party, in writing, a future waiver of performance or exact performance by the other parties hereto.

17. INTERGRATION. This Agreement and the other Lease Documents constitute the entire agreement and understanding between the parties hereto regarding the subject matter hereof, and any term or condition not set forth in this Agreement or the other Lease Documents is not a part of the understanding of the parties hereto.

18. SEVERABILITY. If any term, provision or condition, or any part thereof, of this Agreement or the other Lease Documents shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition or any other term, provision or condition, and this Agreement and the other Lease Documents shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

19. NO ORAL MODIFICATION. This Agreement and the other Lease Documents may only be altered, modified or amended by a writing executed by all of the parties hereto.

20. TIME OF ESSENCE. Time is of the essence with respect to this Agreement and the other Lease Documents.

21. CONSTRUCTION. As used herein, the plural shall refer to and include the singular, the singular the plural, and the use of any gender shall include and refer to any other gender. All defined terms are initially capitalized throughout this Agreement. All captions are for the purposes of convenience only.

22. EFFECTIVE DATE. The effective date of this Agreement, subject to the entry of the Approval Order, shall be March 2, 2007.

23. COUNTERPARTS. This Agreement and the other Lease Documents may be executed and delivered in counterparts. Signed counterparts may be delivered via facsimile, with all copies delivered via facsimile to have the same force and effect as if bearing all required original signatures.

24. GOVERNING LAW. The laws of the State of Connecticut, excluding, however, conflict of law principals, shall govern and be applied to determine all issues relating to this Agreement, the other Lease Documents and the rights and obligations of the parties hereto.

25. WAIVER JURY TRIAL. **THE PARTIES HERETO AGREE THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY OR AGAINST THE LESSEE, the GUARANTOR OR THE LESSOR, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, ON OR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LEASE DOCUMENT, OR WHICH IN ANY WAY RELATES, DIRECTLY OR INDIRECTLY, TO THE OBLIGATIONS OF THE LESSEE AND/OR THE GUARANTOR TO LESSOR UNDER THIS AGREEMENT OR ANY OTHER LEASE DOCUMENT, OR THE DEALINGS OF THE PARTIES WITH RESPECT THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.**

26. CHAPTER 11 PLAN AND CONFIRMATION ORDER The Lessee and the Guarantor acknowledge and agree that the Lease Documents shall remain in place and in full force and effect and shall not be discharged, terminated or impaired by the confirmation of the Lessee's and Guarantor's Plan. The Lessee and the Guarantor further agree to confirm and ratify their respective obligations under this Agreement and the other Lease Documents in the Confirmation Order entered by the Bankruptcy Court in connection with the Plan. Furthermore, the Lessee and the Guarantor agree that they shall incorporate the terms and conditions of this Agreement, the Lease Documents and the Approval Order into the Confirmation Order entered by the Bankruptcy Case in connection with the Plan and that the Confirmation Order shall specifically indicate that this Agreement and the other Lease Documents shall remain in place, in full force and effect and shall be fully enforceable by the parties thereto notwithstanding confirmation of the Plan and that confirmation of the Plan shall not discharge the Lessee's or Guarantor's respective obligations to the Lessor under this Agreement or the other Lease Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above with the specific intention of creating an instrument under seal.

LESSOR:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____ (SEAL)
Name: Beth I. Bonell
Title: Vice President

LESSEE:

HOME PRODUCTS INTERNATIONAL – NORTH AMERICA, INC.

By: _____ (SEAL)
Name: Gregory E Hamilton
Title: Chief Restructuring Officer

GUARANTOR:

HOME PRODUCTS INTERNATIONAL, INC.

By: _____ (SEAL)
Name: GEORGE E HAMILTON
Title CHIEF RESTRUCTURING OFFICER

Exhibit A

AMENDED AND RESTATED MASTER LEASE AGREEMENT

dated as of March 2, 2007

THIS AMENDED AND RESTATED MASTER LEASE AGREEMENT (as amended, supplemented or otherwise modified from time to time, this "**Agreement**") is between **General Electric Capital Corporation** (together with its successors and assigns, if any, "**Lessor**") and **Home Products International - North America, Inc.** ("**Lessee**"). Lessor has an office at 10 Riverview Drive, Danbury, CT 06810. Lessee is a corporation organized and existing under the laws of the state of Delaware. Lessee's mailing address and chief executive office is 4501 W. 47th Street, Chicago, IL 60632. This Agreement contains the general terms that apply to the leasing of certain equipment and personal property (the "**Equipment**") from Lessor to Lessee. Additional terms that apply to the Equipment and financial terms in relation to the lease of the Equipment (term, rent, options, etc.) shall be contained on an Amended, Restated and Consolidated Equipment Schedule of even date herewith, as the same may be amended and modified from time to time (each a "**Schedule**", and collectively the "**Schedules**"). This Agreement together with any Schedule shall constitute the "**Lease**" for any Equipment. Defined terms used and not defined in this Agreement shall have the meanings assigned to such terms set forth in the applicable Schedule(s). Once the Schedule is signed, Lessee may not cancel the Schedule.

1. LEASING:

(a) Subject to the terms and conditions set forth below, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment described in any Schedule signed by both parties.

(b) Lessor previously purchased the Equipment from the manufacturer or supplier ("**Supplier**") in order to lease it to Lessee.

2. TERM, RENT AND PAYMENT:

(a) The rent ("**Rent**") payable for the Equipment and Lessee's right to use the Equipment shall begin on April 8, 2007 ("**Lease Commencement Date**"). The term of the Lease for any Equipment shall commence on the Basic Lease Commencement Date and shall continue, unless earlier terminated pursuant to the provisions of the applicable Schedule (the "**Term**"). If any term is extended or renewed, the word "**Term**" shall be deemed to refer to all extended or renewal terms, and all provisions of this Agreement shall apply during any such extension or renewal terms, except as may be otherwise specifically provided in writing.

(b) Lessee shall pay rent to Lessor at its address stated above, unless otherwise directed by Lessor. Each payment of Rent (each a "**Rent Payment**") shall be in the amount set forth in, payable at such intervals and due in accordance with the provisions of the applicable Schedule. If any Interim Rent and/or any Advance Rent is payable in respect of any Equipment, such Interim Rent and/or Advance Rent shall be set forth in the applicable Schedule and shall be due and payable in accordance with the terms of the Schedule. Upon Lessor's receipt of the Interim Rent and the Advance Rent, (i) the Interim Rent shall be applied to the Rent Payment due for the Interim Period, if any, set forth in the Schedule, and (ii) the Advance Rent shall be applied to the first Rent Payment due for the Basic Term, and (iii) the remaining balance, if any, shall be applied to the next scheduled Rent Payment under such Schedule. In no event shall any Interim Rent, Advance Rent or any other Rent Payments be refunded to Lessee. If Lessor does not receive from Lessee payment in full of any scheduled Rent Payment or any other sum due under any Lease within ten (10) days after its due date, Lessee agrees to pay, a late fee equal to five percent (5%) on such unpaid Rent Payment or other sum, but not exceeding any lawful maximum. Such late fee will be immediately due and payable, and is in addition to any other costs, fees and expenses that Lessee may owe as a result of such late payment.

3. RENT ADJUSTMENT:

(a) If, solely as a result of Congressional enactment of any law (including, without limitation, any modification of, or amendment or addition to, the Internal Revenue Code of 1986, as amended, ("**Code**")), the maximum effective corporate income tax rate (exclusive of any minimum tax rate) for calendar-year taxpayers ("**Effective Rate**") is higher than thirty-five percent (35%) for any year during the Term for any Lease, then Lessor shall have the right to increase such rent payments by requiring payment of a single additional sum. The additional sum shall be equal to the product of (i) the Effective Rate (expressed as a decimal) for such year less 0.35 (or, in the event that any adjustment has been made hereunder for any previous year, the Effective Rate (expressed as a decimal) used in calculating the next previous adjustment) times (ii) the adjusted Termination Value (defined below), divided by (iii) the difference between the new Effective Rate (expressed as a decimal) and one (1). The adjusted Termination Value shall be the Termination Value (calculated as of the first rental due in the year for which such adjustment is being made) minus the Tax Benefits that would be allowable under Section 168 of the Code (as of the first day of the year for which such adjustment is being made and all future years of the Term for any Lease). The Termination Values and Tax Benefits are defined on the Schedule. Lessee shall pay to Lessor the full amount of the additional rent payment on the later of (i) receipt of notice or (ii) the first day of the year for which such adjustment is being made.

(b) Lessee's obligations under this Section 3 shall survive any expiration or termination of any Lease.

4. **TAXES AND FEES:**

(a) If permitted by law, Lessee shall report and pay promptly all taxes, fees and assessments due, imposed, assessed or levied against any Equipment (or purchase, ownership, delivery, leasing, possession, use or operation thereof). this Agreement (or any rents or receipts hereunder), any Schedule, Lessor or Lessee, by any domestic or foreign governmental entity or taxing authority during or related to the Term of any Lease, including, without limitation, all license and registration fees, and all sales, use, personal property, excise, gross receipts, franchise, stamp or other taxes, imposts, duties and charges, together with any penalties, fines or interest thereon (collectively "**Taxes**") Lessee shall have no liability for Taxes imposed by the United States of America or any state or political subdivision thereof which are on or measured by the net income of Lessor except as provided in Sections 3 and 14(c). Lessee shall promptly reimburse (on an after tax basis) Lessor for any Taxes charged to or assessed against Lessor Lessee shall show Lessor as the owner of the Equipment on all tax reports or returns, and send Lessor a copy of each report or return and evidence of Lessee's payment of Taxes upon request.

(b) Lessee's obligations, and Lessor's rights, privileges and indemnities, contained in this Section 4 shall survive the expiration or other termination of this Agreement.

5. **REPORTS:**

(a) If any tax or other lien shall attach to any Equipment, Lessee will notify Lessor in writing, within ten (10) days after Lessee becomes aware of the tax or lien The notice shall include the full particulars of the tax or lien and the location of such Equipment on the date of the notice

(b) Lessee will deliver or make available to Lessor, Lessee's and any Guarantor's, if applicable, complete financial statements prepared in accordance with generally accepted accounting principles, consistently applied, certified by a recognized firm of certified public accountants within ninety (90) days of the close of each fiscal year of Lessee, together with a certificate of an authorized officer of Lessee stating that such officer has reviewed the activities of Lessee and that to the best of such officer's knowledge, there exists no Event of Default or event which with notice or lapse of time (or both) would become an Event of Default. In addition, Lessee will deliver to Lessor copies of Lessee's and any Guarantor's, if applicable, quarterly financial report certified by the chief financial officer of Lessee, within ninety (90) days of the close of each fiscal quarter of Lessee. Lessee will deliver or make available to Lessor all Forms 10-K and 10-Q, if any, filed with the Securities and Exchange Commission within thirty (30) days after the date on which they are filed.

(c) Lessor may inspect any Equipment during normal business hours after giving Lessee reasonable prior notice

(d) Lessee will keep the Equipment under any Lease at the Equipment Location specified in the applicable Schedule and will give Lessor at least thirty (30) days' prior written notice of any relocation of such Equipment. If Lessor asks, Lessee will promptly notify Lessor in writing of the location of any Equipment.

(e) If any Equipment is lost or damaged (where the estimated repair costs would exceed the greater of ten percent (10%) of the original Equipment cost or ten thousand and 00/100 dollars ($10.000)), or is otherwise involved in an accident causing personal injury or property damage, Lessee will promptly and fully report the event to Lessor in writing within ten (10) days of the occurrence of any such incident.

(f) Upon Lessor's request, Lessee will provide within ten (10) days of such request, copies of the insurance policies or other evidence required by the terms hereof.

(g) Upon reasonable request by Lessor, Lessee will furnish a certificate of an authorized officer of Lessee stating that he has reviewed the activities of Lessee and that, to the best of his knowledge, no Event of Default or event which with notice or lapse of time (or both) would become an Event of Default within thirty (30) days of Lessor's request.

(h) Lessee will promptly notify Lessor of any change in Lessee's state of incorporation or organization, in any case within thirty (30) days of such change.

(i) Upon reasonable request by Lessor, Lessee will provide Lessor such other reports or information in relation to the Equipment and the maintenance thereof.

6. **DELIVERY, USE AND OPERATION:**

(a) All Equipment shall be shipped directly from Supplier to Lessee (unless the Equipment is being leased pursuant to a sale-leaseback transaction in which case Lessee represents and warrants that it is in possession of the Equipment as of the Lease Commencement Date).

(b) Lessee agrees that the Equipment will be used by Lessee solely in the conduct of its business, and in a manner complying with all applicable laws, regulations and insurance policies, and in compliance with manufacturer's recommendations Lessee further agrees that it shall not discontinue use of any Equipment

(c) Lessee will not (i) move any Equipment from the location specified on the Schedule, without the prior written consent of Lessor, or (ii) part with possession of any of the Equipment (except to Lessor or for maintenance or repair).

(d) Lessee will keep the Equipment free and clear of all liens, claims and encumbrances other than those which result from acts of Lessor.

(e) Lessor shall not disturb Lessee's quiet enjoyment of the Equipment during the term of the Agreement unless an Event of Default has occurred and is continuing under this Agreement.

7. **MAINTENANCE:**

(a) Lessee will, at its sole expense, maintain each unit of Equipment in good operating order and repair, normal wear and tear excepted. Lessee shall also maintain the Equipment in accordance with manufacturer's recommendations. Lessee shall make all alterations or modifications required to comply with any applicable law, rule or regulation during the Term of any Lease. If Lessor requests, Lessee shall affix plates, tags or other identifying labels showing ownership thereof by Lessor. The tags or labels shall be placed in a prominent position on each unit of Equipment.

(b) Lessee will not attach or install anything on any Equipment that will impair the originally intended function or use of such Equipment without the prior written consent of Lessor. All additions, parts, supplies, accessories, and equipment ("**Additions**") furnished or attached to any Equipment that are not readily removable shall become the property of Lessor. All Additions shall be made only in compliance with applicable law. Lessee will not attach or install any Equipment to or in any other personal or real property without the prior written consent of Lessor.

8. **STIPULATED LOSS VALUE:** If for any reason any unit of Equipment becomes worn out, lost, stolen, destroyed, irreparably damaged or unusable ("**Casualty Occurrences**") Lessee shall promptly and fully notify Lessor in writing. Lessee shall pay Lessor the sum of (i) the Stipulated Loss Value (as set forth in the Schedule) of the affected unit determined as of the rent payment date prior to the Casualty Occurrence; and (ii) all rent and other amounts which are then due under this Agreement on the Payment Date (defined below) for the affected unit. The "**Payment Date**" for purposes of this Section 8 shall be the next scheduled Rent Payment date after the Casualty Occurrence. Upon payment of all sums due hereunder, the term of the Lease as to such unit shall terminate.

9. **INSURANCE:**

(a) Lessee shall bear the entire risk of any loss, theft, damage to, or destruction of, any unit of Equipment from any cause whatsoever from the time the Equipment is shipped to Lessee.

(b) Lessee shall secure and maintain in effect at its own expense throughout the Term of any Lease of the Equipment, insurance for such amounts and against such hazards as Lessor may reasonably require. All such policies shall be with companies, and on terms, reasonably satisfactory to Lessor. The insurance shall include coverage for damage to or loss of the Equipment, liability for personal injuries, death or property damage. Lessor shall be named as additional insured with a loss payable clause in favor of Lessor, as its interest may appear, irrespective of any breach of warranty or other act or omission of Lessee. The insurance shall provide for liability coverage in an amount equal to at least ONE MILLION U.S. DOLLARS ($1,000,000.00) total liability per occurrence, unless otherwise stated in any Schedule. The casualty/property damage coverage shall be in an amount equal to the higher of the Stipulated Loss Value or the full replacement cost of the Equipment. No insurance shall be subject to any co-insurance clause. The insurance policies shall provide that the insurance may not be altered or canceled by the insurer until after thirty (30) days written notice to Lessor. Lessee agrees to deliver to Lessor evidence of insurance reasonably satisfactory to Lessor.

(c) Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make proof of loss and claim for insurance, and to make adjustments with insurers and to receive payment of and execute or endorse all documents, checks or drafts in connection with insurance payments. Lessor shall not act as Lessee's attorney-in-fact unless Lessee is in default. Lessee shall pay any reasonable expenses of Lessor in adjusting or collecting insurance. Lessee will not make adjustments with insurers except with respect to claims for damage to any unit of Equipment where the repair costs for such unit of Equipment are the lesser of (x) ten percent (10%) of the Original Equipment Cost (as stipulated in the applicable Schedule for such Equipment), or (y) ten thousand and 00/100 dollars ($10,000). Lessor may, at its option, apply proceeds of insurance, in whole or in part, to (i) repair or replace Equipment or any portion thereof, or (ii) satisfy any obligation of Lessee to Lessor under this Agreement.

10. **RETURN OF EQUIPMENT:**

(a) Upon the expiration or termination of this Agreement or any Lease (including any termination pursuant to Section 17 hereof or any termination occurring after or in connection with an Event of Default hereunder), Lessee shall perform any testing and repairs required to place the units of Equipment in the same condition and appearance as when received by Lessee (reasonable wear and tear excepted) and in good working order for the original intended purpose of the Equipment. If required the units of Equipment shall be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is reasonably satisfactory to Lessor. Lessee shall remove installed markings that are not necessary for the operation, maintenance or repair of the Equipment. All Equipment will be cleaned, cosmetically acceptable, and in such condition as to be immediately installed into use in a similar

environment for which the Equipment was originally intended to be used. All waste material and fluid must be removed from the Equipment and disposed of in accordance with then current waste disposal laws. Lessee shall return the units of Equipment to a location within the continental United States as Lessor shall direct. Lessee shall obtain and pay for a policy of transit insurance for the redelivery period in an amount equal to the replacement value of the Equipment. The transit insurance must name Lessor as the loss payee. Lessee shall pay for all costs to comply with this Section 10.

(b) Until Lessee has fully complied with the requirements of Section 10(a) above, Lessee's rent payment obligation and all other obligations under this Agreement shall continue from month to month notwithstanding any expiration or termination of the lease term. Lessor may terminate Lessee's right to use the Equipment upon ten (10) days notice to Lessee.

(c) Lessee shall provide to Lessor a detailed inventory of all components of the Equipment including model and serial numbers. Lessee shall also provide an up-to-date copy of all other documentation pertaining to the Equipment. All service manuals, blue prints, process flow diagrams, operating manuals, inventory and maintenance records shall be given to Lessor at least ninety (90) days and not more than one hundred twenty (120) days prior to lease termination.

(d) Lessee shall make the Equipment available for on-site operational inspections by potential purchasers at least one hundred twenty (120) days prior to and continuing up to lease termination. Lessor shall provide Lessee with reasonable notice prior to any inspection. Lessee shall provide personnel, power and other requirements necessary to demonstrate electrical, hydraulic and mechanical systems for each item of Equipment.

11. DEFAULT AND REMEDIES:

(a) Notwithstanding anything contained herein, the Lessee's chapter 11 bankruptcy case that is pending in the United States Bankruptcy Court for the District of Delaware and being jointly administered under Case No. 06-11457 ("Pending Bankruptcy Case") shall not constitute an Event of Default, provided that such Pending Bankruptcy Case is not hereafter converted to a chapter 7 case.

(b) Lessee shall be in default under this Agreement and under any Lease upon the occurrence of any of the following (each an **"Event of Default"**, and collectively, the **"Events of Default"**):

(i) Lessee fails to pay within ten (10) days after its due date, any Rent, Basic Term Rent or any other amount due under this Agreement or any Lease;

(ii) Lessee breaches any of its insurance obligations under this Agreement or any other Document (as defined in Section 16 hereof);

(iii) Lessee breaches any of its other obligations under any Lease (other than those described in Section 11(a)(i) and (ii) above), and fails to cure that breach within thirty (30) days after written notice from Lessor;

(iv) any representation, warranty or covenant made by Lessee or any guarantor or surety for the obligations under any Lease (each a **"Guarantor"**, and collectively, the **"Guarantors"**) in connection with this Agreement or under any Lease shall be false or misleading;

(v) any Equipment is illegally used;

(vi) Lessee or any Guarantor becomes insolvent or ceases to do business as a going concern;

(vii) if Lessee or any Guarantor is a natural person, any death or incompetency of Lessee or such Guarantor;

(viii) a receiver is appointed for all or of any part of the property of Lessee or any Guarantor, or Lessee or any Guarantor makes any assignment for the benefit of its creditors;

(ix) other than the Pending Bankruptcy Case, the Lessee or any Guarantor files a petition under any bankruptcy, insolvency or similar law, or in the event an involuntary petition is filed against Lessee or any Guarantor under any bankruptcy or insolvency laws and in the event of an involuntary petition, such petition is not dismissed within forty-five (45) days of the filing date;

(x) Lessee or any Guarantor breaches or is in default under any other agreement by and between Lessor (or any of its affiliates or parent entities) on the one hand, and Lessee or such Guarantor (or any of their respective parent or affiliates) on the other hand; provided however that any such default under this Section 11(a)(x) is not solely related to a material adverse change in Lessee's financial condition;

(xi) any Guarantor revokes or attempts to revoke its obligations under its guaranty or any related document to which it is a party, or fails to observe or perform any covenant, condition or agreement to be performed under such guaranty or other related document to which it is a party;

(xii) Lessee or any Guarantor defaults under any other material obligation for (A) borrowed money, (B) the deferred purchase price of property, or (C) payments due under lease agreements; provided however that any such default under this Section 11(a)(xii) is not solely related to a material adverse change in Lessee's or any Guarantor's financial condition;

(xiii) there is any dissolution or termination of existence of Lessee or any Guarantor;

(xiv) there is any dissolution, termination of existence, merger, consolidation or change in controlling ownership of Lessee or any Guarantor, or either Lessee or any Guarantor sells or leases all, or substantially all, of its assets;

(xv) The Pending Bankruptcy Case is converted to a chapter 7 case;

(xvi) Lessee's failure to deliver any of the payments that are owed to Lessor under the Lease Consolidation and Modification Agreement of even date herewith by and between the Lessor and the Lessee ("**Modification Agreement**"); or

(xvii) Lessee or any Guarantor is declared in default under any contract or obligation requiring the payment of money in an original principal amount greater than $50,000.

The default declaration shall apply to all Schedules unless specifically excepted by Lessor

(c) Upon the occurrence of any Event of Default and so long as the same shall be continuing, Lessor may, at its option, at any time thereafter, exercise one or more of the following remedies set forth in this Section 11, as Lessor in its sole discretion shall lawfully elect. (i) Upon the request of Lessor, Lessee shall immediately comply with the provisions of Section 10(a). (ii) Lessee shall authorize Lessor to peacefully enter any premises where any Equipment may be and take possession of the Equipment, (iii) Lessee shall immediately pay to Lessor without further demand as liquidated damages, for loss of a bargain and not as a penalty, an amount equal to (x) the Stipulated Loss Value of the Equipment (calculated as of the Rent Payment date prior to the declaration of default), plus (y) all Rents and other sums then due under this Agreement, any Lease and all Schedules, (iv) Lessor may terminate the Lease as to any or all of the Equipment, and any termination of Leases shall occur only upon written notice by Lessor to Lessee and only as to the units of Equipment specified in any such notice, (v) Lessor may, but shall not be required to, sell Equipment at private or public sale, in bulk or in parcels, with or without notice, and without having the Equipment present at the place of sale, (vi) Lessor may also, but shall not be required to, lease, otherwise dispose of or keep idle all or part of the Equipment, (vii) Lessor may use Lessee's premises for a reasonable period of time for any or all of the purposes stated above without liability for rent, costs, damages or otherwise, (viii) Lessor shall have the right to apply the proceeds of any sale, lease or other disposition, if any, in the following order of priorities: (1) to pay all of Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling, leasing or otherwise disposing of Equipment; then, (2) to the extent not previously paid by Lessee, to pay Lessor all sums due from Lessee under this Agreement; then (3) to reimburse to Lessee any sums previously paid by Lessee as liquidated damages; and (4) any surplus shall be retained by Lessor. Lessee shall immediately pay any deficiency in (1) and (2) above, to the extent any exists, (ix) Lessor shall be entitled to collect from Lessee all costs, charges, and expenses, including actual legal fees and disbursements, incurred by Lessor by reason of any Event of Default under the terms of this Agreement or under any other agreement between Lessor (or any of its affiliates or parent entities), on the one hand, and Lessee or any Guarantor (or any of their respective affiliates or parent entities), on the other hand, (x) Lessor may proceed by appropriate court action, either by law or in equity, to enforce the performance by Lessee of the applicable covenants of this Agreement and any Lease or to recover damages for breach hereof, and (xi) Lessor may exercise any rights it may have against any security deposit or other collateral pledged to it by Lessee, any Guarantor or any of their respective affiliates or parent entities.

(d) In addition to Lessor's remedies set forth above, any rent or other amount not paid when due shall bear interest, from the due date until paid, at a per annum rate equal to the lesser of eighteen percent (18%) or the maximum rate not prohibited by applicable law (the "**Per Diem Interest Rate**"). The application of such Per Diem Interest Rate shall not be interpreted or deemed to extend any cure period set forth herein, cure any default or otherwise limit Lessor's rights or remedies hereunder. Notwithstanding anything to the contrary contained in this Agreement or any Schedule, in no event shall this Agreement or any Schedule require the payment or permit the collection of amounts in excess of the maximum permitted by applicable law

(e) The foregoing remedies are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any remedies at law, in equity, or under any applicable statute, or international treaty, convention or protocol. Lessee waives notice of sale or other disposition (and the time and place thereof), and the manner and place of any advertising. Lessee shall pay Lessor's actual attorney's fees incurred in connection with the enforcement, assertion, defense or preservation of Lessor's rights and remedies under this Agreement, or if prohibited by law, such lesser sum as may be permitted. Waiver of any default shall not be deemed to be a waiver of any other or subsequent default.

(f) Any Event of Default under the terms of this Agreement, any Lease or any other agreement between Lessor and Lessee may be declared by Lessor a default under this Agreement, any Lease and any such other agreement between Lessor and Lessee.

12. **ASSIGNMENT:** LESSEE SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER OR SUBLET ANY EQUIPMENT OR THE INTEREST OF LESSEE IN THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. Lessor may, without the consent of Lessee, assign this Agreement, any Schedule or the right to enter into a Schedule. Lessee agrees that if Lessee receives written notice of an assignment from Lessor, Lessee will pay all rent and all other amounts payable under any assigned Schedule to such assignee or as instructed by Lessor. Lessee also agrees to confirm in writing receipt of the notice of assignment as may be reasonably requested by assignee. Lessee hereby waives and agrees not to assert against any such assignee any defense, set-off, recoupment claim or counterclaim which Lessee has or may at any time have against Lessor for any reason whatsoever.

13. **NET LEASE:** Any Lease entered into pursuant to the terms and provisions of this Agreement is a net lease. Lessee acknowledges and agrees that its obligations to pay Rent and any and all amounts due and owing in accordance with the terms hereof and under any Schedule shall be absolute and unconditional, and such obligations shall not be released, discharged, waived, reduced, set-off or affected by any circumstances whatsoever, including, without limitation, any damage to or destruction of any Equipment, defects in the Equipment or Lessee no longer can use such Equipment. Lessee further acknowledges that Lessee is not entitled to reduce or set-off against Rent or any other amounts due to Lessor or to any assignee under Section 12, whether or not Lessee's claim arises out of this Agreement, any Lease, any statement by Lessor, Lessor's liability or any Supplier's liability, strict liability, negligence or otherwise. Lessor shall have no obligation, liability or responsibility to Lessee or any other person with respect to the operation, maintenance, repairs, alternations, modifications, correction of faults or defects (whether or not required by applicable law) or insurance with respect to any Equipment, all such matters shall be, as between Lessee and Lessor,

the sole responsibility of Lessee, regardless upon whom such responsibilities may fall under applicable law or otherwise, and the Rent payable hereunder has been set in reliance of Lessee's sole responsibility for such aforementioned matters.

14. INDEMNIFICATION:

(a) Lessee hereby agrees to indemnify and save, on a net after-tax basis, Lessor and its affiliates, and all of Lessor's and such affiliates' respective directors, shareholders, officers, employees, agents, employees, predecessors, attorneys-in-fact, lawyers, successors and assigns (each an **"Indemnitee"**) harmless from and against any and all losses, damages, penalties, injuries, claims, actions and suits, including reasonable attorneys' fees and legal expenses, of whatsoever kind and nature and other costs of investigation or defense, including those incurred upon any appeal arising out of or relating to the Equipment, this Agreement or any Lease or any other Document (as defined in Section 16 hereof) (collectively, **"Claims"**) whether in law or equity, or in contract, tort or otherwise.

This indemnity shall include, but is not limited to, Lessor's strict liability in tort or otherwise, including Claims that may be imposed on, incurred by or asserted against an Indemnitee in any way arising out of (i) the selection, manufacture, purchase, acceptance or rejection of Equipment, the ownership of Equipment during the term of this Agreement, and the delivery, lease, sublease, chartering, possession, maintenance, use, non-use, financing, mortgaging, control, insurance, testing, condition, return, sale (including all costs, incurred in making the Equipment ready for sale after the exercise of remedies as a result of an Event of Default), operation or design of the Equipment (including, without limitation, latent and other defects, whether or not discoverable by Lessor or Lessee and any claim for patent, trademark or copyright infringement or environmental damage), any interchanging or pooling of any parts of the Equipment, if applicable; (ii) the condition of Equipment sold or disposed of after use by Lessee, any sublessee or employees of Lessee; (iii) any breach of Lessee's or any Guarantor's representations or obligations under any Lease or any other Document or any guaranty, or the failure by Lessee to comply with any term, provision or covenant contained in any Lease or any other Document or the Equipment or with any applicable law, rule or regulation with respect to the Equipment, or the nonconformity of the Equipment or its operation with any applicable law; (iv) any actions brought against any Indemnitee that arise out of Lessee's or any Guarantor's actions or omissions (or actions or omissions of Lessee's or Guarantor's agents); or (v) reliance by any Indemnitee on any representation or warranty made or deemed made by Lessee or any Guarantor (or any of their officers) under or in connection with any Lease or any other Document, or any report or other information delivered by Lessee or Guarantor pursuant hereto which shall have been incorrect in any material respect when made or deemed made or delivered; provided, that Lessee shall not be obligated to pay and shall have no indemnity liability for any Claims (x) imposed on or against an Indemnitee to the extent that such Claims are caused by the gross negligence or willful misconduct of such Indemnitee, or (y) to the extent imposed with respect to any Claim solely based on events occurring after the earlier of (A) the expiration or other termination of the Term of any Lease in circumstances not requiring the return of the Equipment and payment in full of all amounts due from Lessee under such Lease and any other Document, and (B) the satisfaction in full by Lessee of all its obligations under Section 10 "Return of Equipment" hereof in respect of any Lease, and the payment in full of all amounts due from Lessee under any Lease and related Documents, except in each case to the extent such Claims result from an exercise of remedies under this Agreement and any Lease following the occurrence of an Event of Default. Lessee shall pay on demand to each Indemnitee any and all amounts necessary to indemnify such Indemnitee from and against any Claims. Lessee shall, upon request, defend any actions based on, or arising out of, any of the foregoing.

(b) Lessee hereby represents, warrants and covenants that (i) on the Lease Commencement Date for any unit of Equipment, such unit will qualify for all of the items of deduction and credit specified in Section C of the applicable Schedule (**"Tax Benefits"**) in the hands of Lessor, and (ii) at no time during the term of this Agreement will Lessee take or omit to take, nor will it permit any sublessee or assignee to take or omit to take, any action (whether or not such act or omission is otherwise permitted by Lessor or by this Agreement), which will result in the disqualification of any Equipment for, or recapture of, all or any portion of such Tax Benefits.

(c) If as a result of a breach of any representation, warranty or covenant of Lessee contained in this Agreement or any Schedule (i) tax counsel of Lessor shall determine that Lessor is not entitled to claim on its Federal income tax return all or any portion of the Tax Benefits with respect to any Equipment, or (ii) any Tax Benefit claimed on the Federal income tax return of Lessor is disallowed or adjusted by the Internal Revenue Service, or (iii) any Tax Benefit is recalculated or recaptured (any determination, disallowance, adjustment, recalculation or recapture being a **"Loss"**), then Lessee shall pay to Lessor, as an indemnity and as additional rent, an amount that shall, in the reasonable opinion of Lessor, cause Lessor's after-tax economic yields and cash flows to equal the Net Economic Return that would have been realized by Lessor if such Loss had not occurred. Such amount shall be payable upon demand accompanied by a statement describing in reasonable detail such Loss and the computation of such amount. The economic yields and cash flows shall be computed on the same assumptions, including tax rates as were used by Lessor in originally evaluating the transaction (**"Net Economic Return"**). If an adjustment has been made under Section 3 then the Effective Rate used in the next preceding adjustment shall be substituted.

(d) All references to Lessor in this Section 14 include Lessor and the consolidated taxpayer group of which Lessor is a member. All of Lessor's rights, privileges and indemnities contained in this Section 14 shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained in this Agreement are expressly made for the benefit of, and shall be enforceable by Lessor, its successors and assigns.

15. DISCLAIMER: LESSEE ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT WITHOUT ANY ASSISTANCE FROM LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT LEASED UNDER THIS AGREEMENT OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN,

COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE. All such risks, as between Lessor and Lessee, are to be borne by Lessee. Without limiting the foregoing, Lessor shall have no responsibility or liability to Lessee or any other person with respect to any of the following; (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Equipment, any inadequacy thereof, any deficiency or defect (latent or otherwise) of the Equipment, or any other circumstance in connection with the Equipment; (ii) the use, operation or performance of any Equipment or any risks relating to it; (iii) any interruption of service, loss of business or anticipated profits or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any Equipment. If, and so long as, no default exists under this Agreement, Lessee shall be, and hereby is, authorized during the Term of any Lease to assert and enforce whatever claims and rights Lessor may have against any Supplier of the Equipment leased hereunder at Lessee's sole cost and expense, in the name of and for the account of Lessor and/or Lessee, as their interests may appear.

16. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE:

(a) Lessee makes each of the following representations and warranties to Lessor on the date hereof and on the Lease Commencement Date.

(i) Lessee has adequate power and capacity to enter into, and perform under, this Agreement and all related documents (together, the "**Documents**"). Lessee is duly qualified to do business wherever necessary to carry on its present business and operations, including the jurisdiction(s) where the Equipment is or is to be located.

(ii) The Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms, except to the extent that the enforcement of remedies may be limited under applicable bankruptcy and insolvency laws.

(iii) No approval, consent or withholding of objections is required from any governmental authority or entity with respect to the entry into or performance by Lessee of the Documents except such as have already been obtained.

(iv) The entry into and performance by Lessee of the Documents do not, and will not: (i) violate any judgment, order, law or regulation applicable to Lessee or any provision of Lessee's organizational documents; or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Agreement) to which Lessee is a party.

(v) There are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting Lessee, which if decided against Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under this Agreement.

(vi) Each financial statement delivered to Lessor has been prepared in accordance with generally accepted accounting principles consistently applied. Since the date of the most recent financial statement, there has been no material adverse change.

(vii) Lessee's exact legal name is as set forth in the first sentence of this Agreement.

(b) Lessee hereby covenants to Lessor that at all times during the Term of any Lease:

(i) The Equipment accepted under any Certificate of Acceptance is and will remain tangible personal property.

(ii) Lessee is and will be at all times validly existing and in good standing under the laws of its state of incorporation or organization (specified in the first sentence of this Agreement).

(iii) The Equipment will at all time be used for commercial or business purposes.

(iv) Lessee shall not consolidate, reorganize or merge with any other corporation or entity, or sell, convey, transfer or lease all or substantially all of its property during the Term of any Lease.

(v) Lessee shall maintain all books and records (including any computerized maintenance records) pertaining to the Equipment during the Term of any Lease in accordance with applicable rules and regulations.

(vi) Lessee is and will remain in full compliance with all laws and regulations applicable to it including, without limitation, (i) ensuring that no person who owns a controlling interest in or otherwise controls Lessee is or shall be (Y) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control ("**OFAC**"), Department of the

Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (Z) a person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders, and (ii) compliance with all applicable Bank Secrecy Act ("BSA") laws, regulations and government guidance on BSA compliance and on the prevention and detection of money laundering violations.

17. EARLY TERMINATION:

(a) On or after the First Termination Date (specified in the applicable Schedule), Lessee may, so long as no Event of Default (or event or circumstance which with the giving of notice or passage of time or both, would result in an Event of Default) exists and no Casualty Occurrence has occurred, terminate this Agreement as to all (but not less than all) of the Equipment on such Schedule as of a rent payment date (**"Termination Date"**). Lessee must give Lessor at least ninety (90) days', but no more than one hundred eighty (180) days' prior written notice of the termination.

(b) Lessee shall, and Lessor shall have the right to, solicit cash bids for the Equipment on an AS IS, WHERE IS BASIS without recourse to or warranty from Lessor, express or implied (**"AS IS BASIS"**). Prior to the Termination Date, Lessee shall (i) certify to Lessor any bids received by Lessee and (ii) pay to Lessor (1) the Termination Value (calculated as of the Rent due on the Termination Date) for the Equipment, and (2) all Rent and other sums due and unpaid as of the Termination Date.

(c) If all amounts due hereunder have been paid on the Termination Date, Lessor shall (i) sell the Equipment on an AS IS BASIS for cash to the highest bidder and (ii) refund the proceeds of such sale (net of any related expenses) to Lessee up to the amount of the Termination Value. If such sale is not consummated, no termination shall occur and Lessor shall refund the Termination Value (less any expenses incurred by Lessor) to Lessee.

(d) Notwithstanding the foregoing, Lessor shall have the right to elect by written notice, at any time prior to the Termination Date, not to sell the Equipment. In that event, on the Termination Date Lessee shall (i) return the Equipment (in accordance with Section 10) and (ii) pay to Lessor an amount equal to the sum of (x) the Termination Value (calculated as of the Termination Date) for the Equipment as required under Section 17(b)(ii)(1) above less the amount of the highest bid certified by Lessee to Lessor, plus (y) all Rent and other amounts due and unpaid as of the Termination Date as required under Section 17(b)(ii)(2) above.

18. END OF LEASE PURCHASE OPTION:

(a) On the expiration of any Lease, Lessee may, so long as no Event of Default (or event or circumstance which with the giving of notice or passage of time or both, would result in an Event of Default) exists thereunder, and such Lease has not been earlier terminated, purchase all (but not less than all) of the Equipment set forth in any Schedule on an AS IS BASIS for cash equal to its then Fair Market Value (plus all applicable sales taxes). Lessee must notify Lessor of its intent to purchase the Equipment in writing at least one hundred eighty (180) days prior to the expiration date of such Lease. If Lessee is in default, or if the Lease or this Agreement has already been terminated, Lessee may not purchase the Equipment.

(b) "Fair Market Value" shall mean the price that a willing buyer (who is neither a lessee in possession nor a used equipment dealer) would pay for the Equipment in an arm's-length transaction to a willing seller under no compulsion to sell. In determining the Fair Market Value, (i) the Equipment shall be assumed to be in the condition in which it is required to be maintained and returned under the Lease, (ii) if the Equipment is installed it shall be valued on an installed basis, and (iii) the costs of removal of the Equipment from current location shall not be a deduction from the value of the Equipment. If Lessor and Lessee are unable to agree on the Fair Market Value at least one hundred thirty-five (135) days prior to the expiration of the Lease, Lessor shall appoint an independent appraiser (reasonably acceptable to Lessee) to determine Fair Market Value, at Lessee's sole cost, and such independent appraiser's determination shall be final, binding and conclusive.

(c) Lessee shall be deemed to have waived this option unless it provides Lessor with written notice of its irrevocable election to exercise the same within fifteen (15) days after Fair Market Value is told to Lessee.

19. MISCELLANEOUS:

(a) LESSEE AND LESSOR UNCONDITIONALLY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS BETWEEN LESSEE AND LESSOR RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN LESSEE AND LESSOR. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT. THIS WAIVER IS IRREVOCABLE. THIS WAIVER MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING. THE WAIVER ALSO SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(b) The Equipment shall remain Lessor's property unless Lessee purchases the Equipment from Lessor in accordance with the terms hereof, and until such time Lessee shall only have the right to use the Equipment as a lessee. Any cancellation or termination by Lessor of this Agreement, any Schedule, supplement or amendment hereto, or the lease of any Equipment hereunder shall not release Lessee from any then outstanding obligations to Lessor hereunder. All Equipment shall at all times remain personal property of Lessor even though it may be attached to real property. The Equipment shall not become part of any other property by reason of any installation in, or attachment to, other real or personal property.

(c) Time is of the essence of this Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right at any other time to demand strict compliance with this Agreement and any Lease. Lessor may correct patent errors and fill in all blanks in the Documents consistent with the agreement of the parties. Lessee will promptly, upon Lessor's request and at Lessee's sole cost and expense, execute, or otherwise authenticate, any document, record or instrument necessary or expedient for filing, recording or perfecting the interest of Lessor or to carry out the intent of this Agreement and any Lease (including filings to evidence amendments to this Agreement and any Lease, and acknowledgments of assignments), and will take such further action as Lessor may reasonably request in order to carry out more effectively the intent and purposes of this Agreement and any Lease and to establish Lessor's rights and remedies under this Lease, or otherwise with respect to the Equipment. In addition, Lessee hereby authorizes Lessor to file a financing statement and amendments thereto describing the Equipment described in any and all Schedules now and hereafter executed pursuant hereto and adding any other collateral described therein and containing any other information required by the applicable Uniform Commercial Code. Lessee irrevocably grants to Lessor the power to sign Lessee's name and generally to act on behalf of Lessee to execute and file financing statements and other documents pertaining to any or all of the Equipment. Lessee hereby ratifies its prior authorization for Lessor to file financing statements and amendments thereto describing the Equipment and containing any other information required by any applicable law (including without limitation the Uniform Commercial Code) if filed prior to the date hereof. All notices required to be given hereunder shall be deemed adequately given if delivered by hand, or sent by registered or certified mail to the addressee at its address stated herein, or at such other place as such addressee may have designated in writing. This Agreement and any Schedules and Annexes thereto constitute the entire agreement of the parties with respect to the subject matter hereof. NO VARIATION OR MODIFICATION OF THIS AGREEMENT OR ANY WAIVER OF ANY OF ITS PROVISIONS OR CONDITIONS, SHALL BE VALID UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTIES HERETO.

(d) If Lessee does not comply with any provision of this Agreement, Lessor shall have the right, but shall not be obligated, to effect such compliance, in whole or in part. All reasonable amounts spent and obligations incurred or assumed by Lessor in effecting such compliance shall constitute additional rent due to Lessor. Lessee shall pay the additional rent within five (5) days after the date Lessor sends notice to Lessee requesting payment. Lessor's effecting such compliance shall not be a waiver of Lessee's default.

(e) Any provisions in this Agreement and any Schedule that are in conflict with any statute, law or applicable rule shall be deemed omitted, modified or altered to conform thereto.

(f) Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) within each Schedule to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the rent shall be adjusted as a result of the change in the Capitalized Lessor's Cost. Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if it has changed.

(g) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CONNECTICUT (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE EQUIPMENT. LESSEE IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF CONNECTICUT TO HEAR AND DETERMINE ANY SUIT, ACTION OR PROCEEDING AND TO SETTLE ANY DISPUTES, WHICH MAY ARISE OUT OF OR IN CONNECTION HEREWITH (COLLECTIVELY, THE **"PROCEEDINGS"**), AND LESSEE FURTHER IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO REMOVE ANY SUCH PROCEEDINGS FROM ANY SUCH COURT (EVEN IF REMOVAL IS SOUGHT TO ANOTHER OF THE ABOVE-NAMED COURTS). LESSEE IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MIGHT NOW OR HEREAFTER HAVE TO THE ABOVE-NAMED COURTS BEING NOMINATED AS THE EXCLUSIVE FORUM TO HEAR AND DETERMINE ANY SUCH PROCEEDINGS AND AGREES NOT TO CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ABOVE-NAMED COURTS FOR ANY REASON WHATSOEVER, THAT IT OR ITS PROPERTY IS IMMUNE FROM LEGAL PROCESS FOR ANY REASON WHATSOEVER, THAT ANY SUCH COURT IS NOT A CONVENIENT OR APPROPRIATE FORUM IN EACH CASE WHETHER ON THE GROUNDS OF VENUE OR FORUM NON-CONVENIENS OR OTHERWISE. LESSEE ACKNOWLEDGES THAT BRINGING ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY COURT OTHER THAN THE COURTS SET FORTH ABOVE WILL CAUSE IRREPARABLE HARM TO LESSOR WHICH COULD NOT ADEQUATELY BE COMPENSATED BY MONETARY DAMAGES, AND, AS SUCH, LESSEE AGREES THAT, IN ADDITION TO ANY OF THE REMEDIES TO WHICH LESSOR MAY BE ENTITLED AT LAW OR IN EQUITY, LESSOR WILL BE ENTITLED TO AN INJUNCTION OR INJUNCTIONS (WITHOUT THE POSTING OF ANY BOND AND WITHOUT PROOF OF ACTUAL DAMAGES) TO ENJOIN THE PROSECUTION OF ANY SUCH PROCEEDINGS IN ANY OTHER COURT. Notwithstanding the foregoing, each of Lessee and Lessor shall have the right to apply to a court of competent jurisdiction in the United States or abroad for equitable relief as is necessary to preserve, protect and enforce their rights under this Agreement and any Lease, including but not limited to orders of attachment or injunction necessary to maintain the status quo pending litigation or to enforce judgments against Lessee, any Guarantor or the Equipment or to gain possession of the Equipment.

(h) Any cancellation or termination by Lessor, pursuant to the provisions of this Agreement, any Schedule, supplement or amendment hereto, of the lease of any Equipment hereunder, shall not release Lessee from any then outstanding obligations to Lessor hereunder.

(i) To the extent that any Schedule would constitute chattel paper, as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction, no security interest therein may be created through the transfer or possession of this Agreement in and of itself without the transfer or possession of the original of a Schedule executed pursuant to this Agreement and incorporating this Agreement by reference; and no security interest in this Agreement and a Schedule may be created by the transfer or possession of any counterpart of the Schedule other than the original thereof, which shall be identified to the document marked "Original" and all other counterparts shall be marked "Duplicate".

(j) This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page of this Agreement or any delivery contemplated hereby by facsimile transmission shall be as effective as delivery of a manually executed counterpart thereof.

(k) Each party hereto agrees to keep confidential, the terms and provisions of the Documents and the transactions contemplated hereby and thereby (collectively, the "Transactions"); provided that either party may disclose the terms and provisions of the Documents and transactions contemplated hereby and thereby (collectively, "Confidential Information") (i) to its or its controlling entities' employees, officers, directors, agents, consultants, auditors, attorneys and accountants, (ii) if it is reasonably believed by it to be compelled by any court decree, subpoena or other legal or administrative order or process, (iii) on the advice of its counsel, otherwise required by law or necessary or appropriate in connection with any litigation or other proceeding to which it or its affiliates is a party, or (iv) which becomes available to such party from a third party on a non-confidential basis. Notwithstanding the foregoing, the obligations of confidentiality contained herein, as they relate to the Transactions, shall not apply to the federal tax structure or federal tax treatment of the Transactions, and each party hereto (and any employee, representative, or agent of any party hereto) may disclose to any and all persons, without limitation of any kind, the federal tax structure and federal tax treatment of the Transactions. The preceding sentence is intended to cause each Transaction to be treated as not having been offered under conditions of confidentiality for purposes of Section 1.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Internal Revenue Code of 1986, as amended, and shall be construed in a manner consistent with such purpose. In addition, each party hereto acknowledges that it has no proprietary or exclusive rights to the federal tax structure of the Transactions or any federal tax matter or federal tax idea related to the Transactions.

(l) Lessee hereby acknowledges and agrees that Lessor reserves the right to impose fees or charges for returned checks and certain optional services that Lessor may offer or provide to Lessee during the term of this Agreement. Lessor will notify Lessee the amount of the applicable fee or charge if Lessee requests such optional services. In addition, Lessor may make available to Lessee a schedule of fees or charges for such optional services from time to time or upon demand, provided, however, that such fees and charges are subject to change in Lessor's sole discretion without notice to Lessee.

(m) Pursuant to the terms of the Modification Agreement, this Agreement amends and restates a Master Lease Agreement dated March 13, 2003 previously executed by and between the Lessee and the Lessor (collectively, the "Master Lease"). This Schedule does not constitute a novation of the Lessee's obligations under the Master Lease, but is an amendment and restatement of such obligations.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

LESSOR:	LESSEE:
General Electric Capital Corporation	Home Products International - North America, Inc.
By: Beth D. Banell	By: [signature]
Name: Beth F. Banell	Name: George E Hamilton
Title: Vice President	Title: Chief Restructuring Officer

Exhibit B

AMENDED, RESTATED AND CONSOLIDATED EQUIPMENT SCHEDULE
DATED THIS MARCH 2, 2007
TO AMENDED AND RESTATED MASTER LEASE AGREEMENT
DATED AS OF MARCH 2, 2007

Lessor & Mailing Address:	Lessee & Mailing Address:
General Electric Capital Corporation 10 Riverview Drive Danbury, CT 06810	Home Products International – North America, Inc 4501 W 47th Street Chicago, IL 60632

This Amended, Restated and Consolidated Equipment Schedule ("**Schedule**") is executed pursuant to the Lease Consolidation and Modification Agreement of even date herewith by and between the Lessor and the Lessee ("**Modification Agreement**") and the Amended and Restated Master Lease Agreement of even date herewith identified above by and between the Lessor and the Lessee ("**Agreement**") (the Modification Agreement, the Agreement and this Schedule are collectively referred to herein as the "**Lease**") The terms and conditions of the Modification Agreement and the Agreement are incorporated herein by reference. All capitalized terms not defined herein shall have the meanings assigned to them in the Agreement This Schedule, incorporating by reference the Modification Agreement and the Agreement, constitutes a separate instrument of lease

A. Equipment: Subject to the terms and conditions of the Lease, Lessor agrees to Lease to Lessee the Equipment described below (the "**Equipment**")

Number of Units	Capitalized Lessor's Cost	Manufacturer	Serial Number	Model and Type of Equipment
1	$60,145.07	Cincinnati Milacron	T39A0398031	Vista VT440-54 Toggle Plastic Injection Molding Machine
1	$60,145.07	Cincinnati Milacron	T60A0398016	Vista VT550-76 Toggle Plastic Injection Molding Machine
1	$66,362.06	Cincinnati Milacron	T60A039812	Vista VT550-76 Toggle Plastic Injection Molding Machine
1	$115,579.32	Cincinnati Milacron	H08A0498030	MH850-232 Magna Hydraulic Plastic Injection Molding Machine, w/ Camac 486 Control, Hydraulic Core Pull, Ram Spacer, Increased Injection Rate, Three-Stage Air Eject, Extended Daylight Option, 24:1 L/D Injection Unit, High Base Option.
1	$115,579.32	Cincinnati Milacron	H08A0498031	MH850-232 Magna Hydraulic Plastic Injection Molding Machine, w/ Camac 486 Control, Hydraulic Core Pull, Ram Spacer, Increased Injection Rate, Three-Stage Air Eject, Extended Daylight Option, 24:1 L/D Injection Unit, High Base Option.
1	$57,626.53	Cincinnati Milacron	T39A0395013	1998 Vista VT440-54 Toggle Plastic Injection Molding Machine
1	$172,077.33	Milacron Magna	H08A0499009	MH850-232 Plastic Injection Molding Machine, w/ Camac 486C Control
3	$70,285.11	Conair		S3031/7 Sepro Robot and all accessories and attachments per contract no. 022-0015243-007

Number of Units	Capitalized Lessor's Cost	Manufacturer	Serial Number	Model and Type of Equipment
1	$19,585.09	Rousselle	P-33046	2000 4SS72 Press
1	$32,641.81	Okamoto	88157	200 ACC-16.32ST Grinder
1	$19,585.09	Rousselle	P-33061	2000 4SS72 Press
1	$176,265.81	Brown Boggs	101	2000 SS2-400-96-60 Press
1	$1,632.09	National Rivet & MFG Co	2665	Riveter
1	$3,264.18	Orbitform	9808-2400	2000 RR Riveter
1	$1,632.09	National Rivet & MFG Co	2369	Riveter
1	$1,958.51	Chicago	916-SS	99-BT Riveter
1	$4,569.86	Automation International	50606	Custom Multi-Gun Welder
1	$19,585.09	Automation International	50591	Custom Multi-Gun Welder
1	$1,305.67	Mesa Industries	99914	Crane
1	$3,264.18	Jaybird	3862	DCR251260 Uncoiler
1	$19,585.09	Lockformer	N/A	2000 Forming Machine
1	$4,569.86	Lantech	SM001518	S300 Stretch Wrap Machine
1	$13,056.72	Shanklin	H0005	HS7H Shrink Wrap Machine
1	$1,305.67	Davis Engineering	1917	2000 SP224 Labler
1	$15,133.61	Other		Feed Line 2000
1	$266,677.49	Cincinnati Milacron	H08A0400003	2000 MH850-231 Injection Molding Machine
1	$266,677.49	Cincinnati Milacron	H08A0400030	2000 MH850-231 Injection Molding Machine
1	$266,677.49	Cincinnati Milacron	H08A0400031	2000 MH850-231 Injection Molding Machine
1	$266,677.49	Cincinnati Milacron	H08A0400037	2000 MH850-231 Injection Molding Machine
1	$666,693.72	Cincinnati Milacron	H36A0200007	2000 MH2200-413 Injection Molding Machine
1	$61,556.84			Misc.

B. Financial Terms

1. Advance Rent (if any): $ 48,330.55
2. Capitalized Lessor's Cost: $ 2,851,700.75
3. Basic Term (No. of Months): 60 Months
4. Basic Term Lease Rate Factor: 1 694797%
5. Basic Term Commencement Date: April 8, 2007
6. Lessee Federal Tax ID No.: 04073885
7. Last Delivery Date: April 8, 2007
8. Daily Lease Rate Factor: .056493%

9. First Termination Date: **Thirty-six (36)** months after the Basic Term Commencement Date.

10 Basic Term Rent. Commencing on April 8, 2007and on the same day of each month thereafter (each, a **"Rent Payment Date"**) during the Basic Term, Lessee shall pay as rent (**"Basic Term Rent"**) the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.

C. Tax Benefits

Depreciation Deductions:

1. Depreciation method is the 200 % declining balance method, switching to straight line method for the 1st taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.

2. Recovery Period: 7 years.

3. Basis: 100 % of the Capitalized Lessor's Cost.

D. Property Tax

Lessee agrees that it will not list any of such Equipment for property tax purposes or report any property tax assessed against such Equipment until otherwise directed in writing by Lessor. Upon receipt of any property tax bill pertaining to such Equipment from the appropriate taxing authority, Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense, but in no event later than ten (10) days after the date of such invoice.

E. Article 2A Notice

IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE APPLICABLE STATE, LESSOR HEREBY MAKES THE FOLLOWING DISCLOSURES TO LESSEE PRIOR TO EXECUTION OF THE LEASE, (A) THE EQUIPMENT WAS SUPPLIED BY VARIOUS SUPPLIERS (THE **"SUPPLIER(S)"**), (B) LESSEE IS ENTITLED TO THE PROMISES AND WARRANTIES, INCLUDING THOSE OF ANY THIRD PARTY, PROVIDED TO THE LESSOR BY SUPPLIER(S), WHICH IS SUPPLYING THE EQUIPMENT IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE EQUIPMENT AND (C) WITH RESPECT TO SUCH EQUIPMENT, LESSEE MAY COMMUNICATE WITH SUPPLIER(S) AND RECEIVE AN ACCURATE AND COMPLETE STATEMENT OF SUCH PROMISES AND WARRANTIES, INCLUDING ANY DISCLAIMERS AND LIMITATIONS OF THEM OR OF REMEDIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE IN ARTICLE 2A AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE WHICH MAY LIMIT OR MODIFY ANY OF LESSOR'S RIGHTS OR REMEDIES UNDER THE DEFAULT AND REMEDIES SECTION OF THE AGREEMENT.

F. Stipulated Loss and Termination Value Table*

Date	# of Base Payments	Termination Value Percentage	Stipulated Loss Value Percentage
Apr-07	1	103.580	107.532
May-07	2	102.541	106.444
Jun-07	3	101.493	105.347
Jul-07	4	100.435	104.242
Aug-07	5	99.369	103.127
Sep-07	6	98.293	102.003

Oct-07	7	97.209	100.870
Nov-07	8	96.115	99.728
Dec-07	9	95.011	98.576
Jan-08	10	93.899	97.415
Feb-08	11	92.777	96.245
Mar-08	12	91.646	95.065
Apr-08	13	90.503	93.874
May-08	14	89.349	92.672
Jun-08	15	88.185	91.459
Jul-08	16	87.009	90.235
Aug-08	17	85.823	89.001
Sep-08	18	84.627	87.756
Oct-08	19	83.419	86.500
Nov-08	20	82.202	85.235
Dec-08	21	80.974	83.958
Jan-09	22	79.735	82.670
Feb-09	23	78.486	81.373
Mar-09	24	77.228	80.067
Apr-09	25	75.961	78.751
May-09	26	74.685	77.427
Jun-09	27	73.401	76.095
Jul-09	28	72.109	74.754
Aug-09	29	70.806	73.403
Sep-09	30	69.495	72.043
Oct-09	31	68.175	70.675
Nov-09	32	66.845	69.297
Dec-09	33	65.507	67.910
Jan-10	34	64.160	66.515
Feb-10	35	62.803	65.109
Mar-10	36	61.436	63.694
Apr-10	37	60.062	62.271
May-10	38	58.680	60.842
Jun-10	39	57.292	59.405
Jul-10	40	55.896	57.960
Aug-10	41	54.490	56.506
Sep-10	42	53.077	55.045
Oct-10	43	51.656	53.576
Nov-10	44	50.226	52.097
Dec-10	45	48.787	50.610
Jan-11	46	47.342	49.116
Feb-11	47	45.886	47.612
Mar-11	48	44.420	46.097
Apr-11	49	42.947	44.576
May-11	50	41.469	43.049
Jun-11	51	39.983	41.516
Jul-11	52	38.492	39.975
Aug-11	53	36.989	38.425
Sep-11	54	35.481	36.868
Oct-11	55	33.965	35.304
Nov-11	56	32.443	33.734
Dec-11	57	30.913	32.155
Jan-12	58	29.373	30.567
Feb-12	59	27.824	28.969
Mar-12	60	26.265	27.362

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above table. In the event that the Lease is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term

G. Modifications and Additions for This Schedule Only

For purposes of this Schedule only, the Agreement is modified as follows:

Lessee hereby grants, sells, assigns, transfers and delivers to Lessor the Equipment along with whatever claims and rights Lessee may have against the manufacturer and/or Supplier of the Equipment, including but not limited to all warranties and representations. At Lessor's request Lessee will cause Supplier to deliver to Lessor a written statement wherein the Supplier (i) consents to the assignment to Lessor of whatever claims and rights Lessee may have against the Supplier, (ii) agrees not to retain any security interest, lien or other encumbrance in or upon the Equipment at any time, and to execute such documents as Lessor may request to evidence the release of any such encumbrance, and (iii) represents and warrants to Lessor (x) that Supplier has previously conveyed full title to the Equipment to Lessee, (y) that the Equipment was delivered to Lessee and installation completed, and (z) that the final purchase price of the Equipment (or a specified portion of such purchase price) has been paid by Lessee

Lessor is purchasing the Equipment for leasing back to Lessee pursuant to the Lease. Lessee represents and warrants to Lessor that (i) Lessor will acquire by the terms of this Bill of Sale good title to the Equipment free from all liens and encumbrances whatsoever; (ii) Lessee has the right to sell the Equipment; and (iii) the Equipment has been delivered to Lessee in good order and condition, and conforms to the specifications, requirements and standards applicable thereto; and (iv) the equipment has been accurately labeled, consistent with the requirements of 40 CFR part 82 Subpart E, with respect to products manufactured with a controlled (ozone-depleting) substance

Lessee agrees to save and hold harmless Lessor from and against any and all federal, state, municipal and local license fees and taxes of any kind or nature, including, without limiting the generality of the foregoing, any and all excise, personal property, use and sales taxes, and from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions and suits resulting therefrom and imposed upon, incurred by or asserted against Lessor as a consequence of the sale of the Equipment to Lessor.

In addition, to the extent that the Equipment described herein is of any of the following classes: bus, light truck, heavy truck, tractor, trailer, construction equipment, and is located within the United States, Lessee is hereby notified that Lessor may assign its rights (but not its obligations) in this Bill of Sale to purchase the Equipment described herein to Capital Solutions Exchange Inc., a qualified intermediary, as part of a Section 1031 exchange. This assignment shall have no further effect on Lessee's rights or obligations hereunder or under the Lease

1. ACCEPTANCE

Pursuant to the provisions of the Lease, as it relates to this Schedule, Lessee hereby certifies and warrants that (i) all Equipment listed above has been delivered and installed (if applicable); (ii) Lessee has inspected the Equipment, and all such testing as it deems necessary has been performed by Lessee, Supplier or the manufacturer; and (iii) Lessee accepts the Equipment for all purposes of the Lease, the purchase documents and all attendant documents.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

2. SPECIFIC PROVISIONS

Pursuant to the Modification Agreement, this Schedule amends, restates and consolidates a Plastics Equipment Schedule No. 001, dated March 28, 2003, a Plastics Equipment Schedule No. 002, dated March 28, 2003, a Plastics Equipment Schedule No. 003, dated May 1, 2003, a Plastics Equipment Schedule No. 004, dated July 1, 2003, a Plastics Equipment Schedule No. 006, dated March 3, 2004 and a Machine Tools Equipment Schedule No. 007, dated December 10, 2004, which were previously executed by and between the Lessee and the Lessor (collectively, the "Assumed Schedules"). This Schedule does not constitute a novation of the Lessee's obligations under the Assumed Schedules, but is an amendment, restatement and consolidation of such obligations.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

LESSOR:	LESSEE:
General Electric Capital Corporation	Home Products International-North America, Inc.
By: Beth I. Bonell	By: [signature]
Name: Beth I. Bonell	Name: George E Hamilton
Title: Vice President	Title: Chief Restructuring Officer

Exhibit C

CORPORATE GUARANTY

Date: March 2, 2007

General Electric Capital Corporation
1415 West 22nd Street Suite 600
Oak Brook, IL 60523

To induce you to enter into the Lease Consolidation and Modification Agreement of even date herewith ("**Modification Agreement**") by and between you and Home Products International-North America, Inc., a Delaware corporation ("**Customer**"), and to induce you to enter into, purchase or otherwise acquire, now or at any time hereafter, any promissory notes, security agreements, chattel mortgages, pledge agreements, conditional sale contracts, lease agreements, and/or any other documents or instruments evidencing, or relating to, any lease, loan, extension of credit or other financial accommodation (collectively "**Account Documents**" and each an "**Account Document**") to the Customer, but without in any way binding you to do so, the undersigned, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby guarantee to you, your successors and assigns, the due regular and punctual payment of any sum or sums of money which the Customer may owe to you now or at any time hereafter, whether evidenced by an Account Document, on open account or otherwise, and whether it represents principal, interest, rent, late charges, indemnities, an original balance, an accelerated balance, liquidated damages, a balance reduced by partial payment, a deficiency after sale or other disposition of any leased equipment, collateral or security, or any other type of sum of any kind whatsoever that the Customer may owe to you now or at any time hereafter, and does hereby further guarantee to you, your successors and assigns, the due, regular and punctual performance of any other duty or obligation of any kind or character whatsoever that the Customer may owe to you now or at any time hereafter (all such payment and performance obligations being collectively referred to as "**Obligations**"). Undersigned does hereby further guarantee to pay upon demand all losses, costs, attorneys' fees and expenses which may be suffered by you by reason of Customer's default or default of the undersigned.

As used in this Guaranty, "you" shall mean General Electric Capital Corporation and all its subsidiaries. The term "Account Documents" shall include the Modification Agreement and the various "Lease Documents" referenced therein. The term "Obligations" shall include all of the Customer's obligations under the Modification Agreement and the various "Lease Documents" referenced therein.

This Guaranty is a guaranty of prompt payment and performance (and not merely a guaranty of collection). Nothing herein shall require you to first seek or exhaust any remedy against the Customer, its successors and assigns, or any other person obligated with respect to the Obligations, or to first foreclose, exhaust or otherwise proceed against any leased equipment, collateral or security which may be given in connection with the Obligations. It is agreed that you may, upon any breach or default of the Customer, or at any time thereafter, make demand upon the undersigned and receive payment and performance of the Obligations, with or without notice or demand for payment or performance by the Customer, its successors or assigns, or any other person. Suit may be brought and maintained against the undersigned, at your election, without joinder of the Customer or any other person as parties thereto. The obligations of each signatory to this Guaranty shall be joint and several.

The undersigned agrees that its obligations under this Guaranty shall be primary, absolute, continuing and unconditional, irrespective of and unaffected by any of the following actions or circumstances (regardless of any notice to or consent of the undersigned): (a) the genuineness, validity, regularity and enforceability of the Account Documents or any other document; (b) any extension, renewal, amendment, change, waiver or other modification of the Account Documents or any other document; (c) the absence of, or delay in, any action to enforce the Account Documents, this Guaranty or any other document; (d) your failure or delay in obtaining any other guaranty of the Obligations (including, without limitation, your failure to obtain the signature of any other guarantor hereunder); (e) the release of, extension of time for payment or performance by, or any other indulgence granted to the Customer or any other person with respect to the Obligations by operation of law or otherwise; (f) the existence, value, condition, loss, subordination or release (with or without substitution) of, or failure to have title to or perfect and maintain a security interest in, or the time, place and manner of any sale or other disposition of any leased equipment, collateral or security given in connection with the Obligations, or any other impairment (whether intentional or negligent, by operation of law or otherwise) of the rights of the undersigned; (g) the Customer's voluntary or involuntary bankruptcy, assignment for the benefit of creditors, reorganization, or similar proceedings affecting the Customer or any of its assets; or (h) any other action or circumstances which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor.

This Guaranty, the Account Documents and the Obligations may be assigned by you, without the consent of the Undersigned. The Undersigned agrees that if it receives written notice of an assignment from you, the Undersigned will pay all amounts due hereunder to such assignee or as instructed by you. The Undersigned also agrees to confirm in writing receipt of the notice of assignment as may be reasonably requested by assignee. The Undersigned hereby waives and agrees not to assert against any such assignee any of the defenses set forth in the immediate preceding paragraph.

This Guaranty may be terminated upon delivery to you (at your address shown above) of a written termination notice from the undersigned. However, as to all Obligations (whether matured, unmatured, absolute, contingent or otherwise) incurred by the Customer prior to your receipt of such written termination notice (and regardless of any subsequent amendment, extension or other modification which may be made with respect to such Obligations), this Guaranty shall nevertheless continue and remain undischarged until all such Obligations are indefeasibly paid and performed in full.

This Guaranty shall not cause a novation of the Corporate Guaranty, dated March 21, 2003, previously executed by the undersigned in favor of General Electric Capital Corporation and the undersigned hereby confirms and ratifies its obligations thereunder

The undersigned agrees that this Guaranty shall remain in full force and effect or be reinstated (as the case may be) if at any time payment or performance of any of the Obligations (or any part thereof) is rescinded, reduced or must otherwise be restored or returned by you, all as though such payment or performance had not been made. If, by reason of any bankruptcy, insolvency or similar laws effecting the rights of creditors, you shall be prohibited from exercising any of your rights or remedies against the Customer or any other person or against any property, then, as between you and the undersigned, such prohibition shall be of no force and effect, and you shall have the right to make demand upon, and receive payment from, the undersigned of all amounts and other sums that would be due to you upon a default with respect to the Obligations.

Notice of acceptance of this Guaranty and of any default by the Customer or any other person is hereby waived. Presentment, protest demand, and notice of protest, demand and dishonor of any of the Obligations, and the exercise of possessory, collection or other remedies for the Obligations, are hereby waived. The undersigned warrants that it has adequate means to obtain from the Customer on a continuing basis financial data and other information regarding the Customer and is not relying upon you to provide any such data or other information. Without limiting the foregoing, notice of adverse change in the Customer's financial condition or of any other fact which might materially increase the risk of the undersigned is also waived. All settlements, compromises, accounts stated and agreed balances made in good faith between the Customer, its successors or assigns, and you shall be binding upon and shall not affect the liability of the undersigned.

Payment of all amounts now or hereafter owed to the undersigned by the Customer or any other obligor for any of the Obligations is hereby subordinated in right of payment to the indefeasible payment in full to you of all Obligations and is hereby assigned to you as a security therefor. The undersigned hereby irrevocably and unconditionally waives and relinquishes all statutory, contractual, common law, equitable and all other claims against the Customer, any other obligor for any of the Obligations, any collateral therefor, or any other assets of the Customer or any such other obligor, for subrogation, reimbursement, exoneration, contribution, indemnification, setoff or other recourse in respect of sums paid or payable to you by the undersigned hereunder, and the undersigned hereby further irrevocably and unconditionally waives and relinquishes any and all other benefits which it might otherwise directly or indirectly receive or be entitled to receive by reason of any amounts paid by, or collected or due from, it, the Customer or any other obligor for any of the Obligations, or realized from any of their respective assets.

THE UNDERSIGNED HEREBY UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS GUARANTY, THE OBLIGATIONS GUARANTEED HEREBY, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS BETWEEN US RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN US. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS GUARANTY, THE OBLIGATIONS GUARANTEED HEREBY, OR ANY RELATED DOCUMENTS. IN THE EVENT OF LITIGATION, THIS GUARANTY MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

As used in this Guaranty, the word "person" shall include any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or any government or any political subdivision thereof.

This Guaranty is intended by the parties as a final expression of the guaranty of the undersigned and is also intended as a complete and exclusive statement of the terms thereof. No course of dealing, course of performance or trade usage, nor any paid evidence of any kind, shall be used to supplement or modify any of the terms hereof. Nor are there any conditions to the full effectiveness of this Guaranty. This Guaranty and each of its provisions may only be waived, modified, varied, released, terminated or surrendered, in whole or in part, by a duly authorized written instrument signed by you. No failure by you to exercise your rights hereunder shall give rise to any estoppel against you, or excuse the undersigned from performing hereunder. Your waiver of any right to demand performance hereunder shall not be a waiver of any subsequent or other right to demand performance hereunder.

This Guaranty shall be governed by, or construed in accordance with, the laws of the State of Connecticut. This Guaranty shall bind the undersigned's successors and assigns and the benefits thereof shall extend to and include your successors and assigns. The undersigned will deliver to you its complete financial statements, certified by a recognized firm of certified public accountants, within ninety (90) days of the close of each fiscal year of the undersigned. If you request, the undersigned will deliver to you copies of its quarterly financial reports certified by its chief financial officer, within ninety (90) days after the close of each fiscal quarter of the undersigned and copies of its most current tax returns. The undersigned will deliver to you copies of all Forms 10-K and 10-Q, if any, within 30 days after the dates on which they are filed with the Securities and Exchange Commission. In addition, in the event of default hereunder, you may at any time inspect undersigned's records. The undersigned represents, warrants and covenants that all financial statements delivered to you in connection with this Guaranty have been (and will be) prepared in accordance with generally accepted accounting principles, and since the date of the most recent financial statements or other financial information delivered to you, there has been no material adverse change in the undersigned's financial condition

The undersigned hereby represents and warrants to you as of the date hereof that (i) the undersigned's execution, delivery and performance hereof does not and will not violate any judgment, order or law applicable to the undersigned, or constitute a breach of or default under any indenture, mortgage, deed of trust, or other agreement entered into by the undersigned with the undersigned's creditors or any other party; (ii) no approval, consent or withholding of objections is required from any governmental authority or any other entity with respect to the execution, delivery and performance by the undersigned of this Guaranty; (iii) this Guaranty constitutes a valid, legal and binding obligation of the undersigned, enforceable in accordance with its terms; (iv) there are no proceedings presently pending or threatened against the undersigned which will impair its ability to perform under this Guaranty; (v) since the date of the undersigned's most recent financial statement, there has been no material adverse change in the financial condition of the undersigned; and (vi) the undersigned is and will remain in full compliance with all laws and regulations applicable to it including, without limitation, it neither is nor shall be (Y) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (Z) a person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders.

If any provisions of this Guaranty are in conflict with any applicable statute, rule or law, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating any other provisions hereof.

THE UNDERSIGNED IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF CONNECTICUT TO HEAR AND DETERMINE ANY SUIT, ACTION OR PROCEEDING AND TO SETTLE ANY DISPUTES, WHICH MAY ARISE OUT OF OR IN CONNECTION HEREWITH AND WITH THE ACCOUNT DOCUMENTS (COLLECTIVELY, THE "**PROCEEDINGS**"), AND THE UNDERSIGNED FURTHER IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO REMOVE ANY SUCH PROCEEDINGS FROM ANY SUCH COURT (EVEN IF REMOVAL IS SOUGHT TO ANOTHER OF THE ABOVE-NAMED COURTS) THE UNDERSIGNED IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MIGHT NOW OR HEREAFTER HAVE TO THE ABOVE-NAMED COURTS BEING NOMINATED AS THE EXCLUSIVE FORUM TO HEAR AND DETERMINE ANY SUCH PROCEEDINGS AND AGREES NOT TO CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ABOVE-NAMED COURTS FOR ANY REASON WHATSOEVER, THAT IT OR ITS PROPERTY IS IMMUNE FROM LEGAL PROCESS FOR ANY REASON WHATSOEVER, THAT ANY SUCH COURT IS NOT A CONVENIENT OR APPROPRIATE FORUM IN EACH CASE WHETHER ON THE GROUNDS OF VENUE OR FORUM NON-CONVENIENS OR OTHERWISE THE UNDERSIGNED ACKNOWLEDGES THAT BRINGING ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY COURT OTHER THAN THE COURTS SET FORTH ABOVE WILL CAUSE IRREPARABLE HARM TO PAYEE WHICH COULD NOT ADEQUATELY BE COMPENSATED BY MONETARY DAMAGES, AND, AS SUCH, THE UNDERSIGNED AGREES THAT, IN ADDITION TO ANY OF THE REMEDIES TO WHICH PAYEE MAY BE ENTITLED AT LAW OR IN EQUITY, YOU WILL BE ENTITLED TO AN INJUNCTION OR INJUNCTIONS (WITHOUT THE POSTING OF ANY BOND AND WITHOUT PROOF OF ACTUAL DAMAGES) TO ENJOIN THE PROSECUTION OF ANY SUCH PROCEEDINGS IN ANY OTHER COURT. Notwithstanding the foregoing, you and the undersigned shall have the right to apply to a court of competent jurisdiction in the United States of America or abroad for equitable relief as is necessary to preserve, protect and enforce its respective rights under this Guaranty and the Account Documents, including, but not limited to orders of attachment or injunction necessary to maintain the status quo pending litigation or to enforce judgments against the undersigned, the Customer or the collateral pledged to you pursuant to any Account Document or to gain possession of such collateral.

Each signatory on behalf of a corporate guarantor warrants that he had authority to sign on behalf of such corporation and by so signing, to bind said guarantor corporation hereunder.

IN WITNESS WHEREOF, this Guaranty is executed the day and year above written.

HOME PRODUCTS INTERNATIONAL, INC.,
a Delaware corporation

By: _____
(Signature)

Title: CHIEF RESTRUCTURING OFFICER
(Officer's Title)

Federal Tax ID: 36-4147027

ATTEST: _____
Secretary/Assistant Secretary

Exhibit D

AMENDED AND RESTATED SECURITY DEPOSIT PLEDGE AGREEMENT

(Lease)

This Amended and Restated Security Deposit Pledge Agreement (this "**Agreement**") is made and entered into as of the 2nd day of March, 2007 by and between Home Products International - North America, Inc ("**Lessee**") and **General Electric Capital Corporation** (together with its successors and assigns, if any, "**Lessor**").

In consideration of and as an inducement for Lessor to enter into the Lease Consolidation and Modification Agreement of even date herewith ("**Modification Agreement**") by and between the Lessor and the Lessee and to lease to Lessee certain equipment (the "**Lease**") pursuant to the Amended and Restated Master Lease Agreement ("**Master Lease**") and the Amended, Restated and Consolidated Equipment Schedule ("**Schedule**") of even date herewith by and between the Lessor and the Lessee (the Master Lease, the Schedule and the Modification Agreement being referred to collectively herein as the "**Lease Documents**"), and to secure the payment and performance of all of Lessee's obligations under the Lease and the Lease Documents, Lessee has deposited with Lessor the sum of **Five Hundred Thousand Dollars** ($500,000.00) (the "**Collateral**"), and hereby pledges to Lessor the Collateral and hereby grants to Lessor a security interest in, to and against the Collateral upon the terms and conditions set forth below:

1. The Collateral shall secure Lessee's performance of its obligations under the Lease and the Lease Documents, including, but not limited to, the timely payment of all Rent, Basic Term Rent, Deficiency Amount and other amounts that are now or hereafter owed by the Lessee to the Lessor under the Lease Documents;

2. The Collateral deposited with Lessor will not accrue interest. Lessor may commingle the Collateral with its other funds. The Lessee shall not have access to, use of or control over the Collateral for any reason.

3. After any default by Lessee under the Lease Documents and while the same is continuing, upon, or at any time after said default, Lessor may apply the Collateral towards the satisfaction of Lessee's obligations under the Lease Documents and the payment of all costs and expenses incurred by Lessor as a result of such default, including but not limited to, costs of repossessing equipment and attorneys' fees. Such application shall not excuse the performance at the time and in the manner prescribed of any obligation of Lessee or cure a default of Lessee. Upon the application by Lessor of any amount of the Collateral pursuant to the terms of this paragraph, Lessee shall be obligated to immediately pay to Lessor an amount sufficient to cause the Collateral to equal the amount first set forth above.

4. Lessor shall have no duty to first commence an action against or seek recourse from Lessee, in the event of a default under the Lease Documents, before enforcing the provisions of, and proceedings under the provisions of this Agreement. The obligations of Lessee under this Agreement shall be absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released or discharged or in any way affected by:

(a) any amendment or modification of or supplement to the Lease or the Lease Documents;

(b) any exercise or non-exercise of any right, remedy or privilege under or in respect to this Agreement, the Lease Documents or any other instrument provided for in the Lease Documents, or any waiver, consent, explanation, indulgence or actions or inaction with respect to any such instrument; or

(c) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding of Lessee.

5. Upon the termination of the Lease and the satisfaction of all of the obligations of Lessee thereunder, Lessor shall deliver to Lessee the Collateral (less any portion of same cashed, sold, assigned or delivered pursuant to and under the conditions specified in paragraph 3 hereof), and this Agreement shall thereupon be without further effect.

6. Lessor may, without the consent of Lessee, assign this Agreement. Lessee agrees that if Lessee receives written notice of an assignment from Lessor, Lessee will pay all amounts due hereunder to such assignee or as instructed by Lessor. Lessee also agrees to confirm in writing receipt of the notice of assignment as may be reasonably requested by assignee. Lessee hereby waives and agrees not to assert against any such assignee any defense, set-off, recoupment claim or counterclaim which Lessee has or may at any time have against Lessor for any reason whatsoever.

7. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

8. Pursuant to the terms of the Modification Agreement, this Agreement amends and restates a Security Deposit Pledge Agreement dated December 10, 2004 previously executed by the Lessee in favor of the Lessor (the "**Pledge Agreement**"). This Schedule does not constitute a novation of the terms of the Pledge Agreement, but is an amendment and restatement of such terms.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Agreement to be executed by their duly authorized representatives as of the date first above written

LESSOR:	LESSEE:
General Electric Capital Corporation	Home Products International-North America, Inc.
By: Beth I. Bonell	By: [signature]
Name: Beth I. Bonell	Name: GEORGE E HAMILTON
Title: Vice President	Title: CHIEF RESTRUCTURING OFFICER

EXHIBIT E

(Equipment Sold By Auctioneer)

Disposition	Asset Description	Model	Serial Number		Lease Termination Amount
SOLD	Summit Radial Arm Drill	5 H	1990		$ 20,000.81
SOLD	Okamoto Surface Grinder	L 618 B	1999		$ 8,000.32
SOLD	Clausing Drill Press	2277	1999		$ 1,000.04
SOLD	Other Sander	ISG 050301	1999		$ 333.34
SOLD	Baldor Double End Grinder	1215W	N/A		$ 266.67
SOLD	Fortune Lathe	S 20100	712258		$ 8,667.02
SOLD	Baldor Double End Grinder	8107WD	N/A		$ 266.67
SOLD	Kent Surface Grinder	KGS 818AHD	98045506		$ 6,666.94
SOLD	Athena Hot Runner	MFL OD 12-00	002-71029		$ 2,333.43
SOLD	Mesa Crane	N/A	99911		$ 20,000.81
SOLD	Royal Milling Machine	5 VK	9521		$ 11,333.79
SOLD	Mesa Crane	Monorail	22025		$ 3,333.47
SOLD	Novatech Material handling System	N/A	N/A		$ 53,335.49
SOLD	AEC Chilled Water System	N/A	N/A		$ 66,669.38
SOLD	Mesa Crane	N/A	N/A		$ 13,333.87
SOLD	Syscon Central Monitoring System	Plant Star	N/A		$ 26,667.75
SOLD	Misc Lot of Conveyors	N/A	N/A		$ 13,333.87
	TOTALS				$ 255,543.67
	AUCTION PROCEEDS	$ 135,750.00			
	LEASE TERMINATION AMOUNT	$ 255,543.67			
	DEFICIENCY AMOUNT	$ 119,793.67			

THE BRANFORD GROUP
896 MAIN STREET, BRANFORD, CT 06405
(203) 488-7020 FAX (203)488-4577
WWW.TheBranfordGroup.com

eller Number: 3
iE

Statement Date :02/27/2007

Preliminary Statement For: HOME PRODUCTS INT.INC HOME0207

Lot	Buyer	Description	Quantity	Price	Extension	Grp
25	203	Heavy Duty Steel Work Table, 10' x 4' Complete w/ 5 1/4" Heavy Duty Universal Swivel Bench Vice, Located In the Maintenance Shop Area	1	225.00	225.00	
		Gruas Del Norte	Av Valle De Juarez #6589-A			
		CP, 32320	( ) -			
27	210	(2) Heavy Duty Granite Surface Plates, 24" x 36", 48" x 24", (1) Mounted on Rolling Cart, (1) on Stationary Stand, Located In the Maintenance Shop Area	1	200.00	200.00	
		Reliable Tool	16238 Arrow Highway			
		Irwindale, CA 91706	(626) 945-2673			
31	237	Fortune Model S20100 Engine Lathe, S/N 712258, 20" X 98", 10" 3-Jaw Chuck, With Cross Light, Quick Dual Change, Live Tailstock, Steady Rest, 3" Through Spindle, Including Sheor 2-Axis Digital Readout, Including Digital 4-Jaw Chuck, Etc., Located In the Maintenance Shop Area	1	7,000.00	7,000.00	
		Lumar Steel & Supply	11435 Stock Yard Road			
		El Paso, TX 79927	(915) 860-9090			
33	210	Royal Model 5Vk Vertical Milling Machine, S/N 9521 (1998), 5-Hp, 10" X 54" T-Slot Power Feed Table, With Fagor 3-Axis Digital Readout, Complete w/ (3) Sets of Hold Downs, Located In the Maintenance Shop Area	1	4,500.00	4,500.00	
		Reliable Tool	16238 Arrow Highway			
		Irwindale, CA 91706	(626) 945-2673			
48	237	6' x 4' Heavy Duty Steel Worktable, Complete w/ (1) Heavy Duty 5" Vise w/ Swivel Base, Located In the Maintenance Shop Area	1	275.00	275.00	
		Lumar Steel & Supply	11435 Stock Yard Road			
		El Paso, TX 79927	(915) 860-9090			
51	245	Acetylene - Oxygen Cart Mounted Torch Set With Hoses and Regulator, (Tanks Not Included) Located In the Maintenance Shop Area	1	150.00	150.00	
		Armando De La Rosa	3011 Findley Street			
		El Paso, TX 79905	(915) 542-0036			
52	210	Kent Model KGS-818AHD Surface Grinder, S/N 98045506 (1998), 8" X 18" Electromagnetic Chuck, Sony 2-Axis Digital Readout, Hydraulic Power Feed Table, 6" Grinding Wheel, With Lubrication System And Separator, With Paper Media, w/ Assorted Size Grinding Wheels, Located In the Maintenance Shop Area	1	2,250.00	2,250.00	
		Reliable Tool	16238 Arrow Highway			
		Irwindale, CA 91706	(626) 945-2673			

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Lot	Buyer	Description	Quantity	Price	Extension	Grp
53	210	Okamoto Model L-6 18V Surface Grinder, S/N 48048, Walker 6" X 18" Electromagnetic Chuck, 6" Grinding Wheel, With Newall Topaz 2-Axis Digital Readout, Located In the Maintenance Shop Area Reliable Tool 16238 Arrow Highway Irwindale, CA 91706 (626) 945-2673	1	2,250.00	2,250.00	
54	210	Double End Pedestal Type Grinder Complete w/ 2 HP Baldor Motor, Controls, Mounted on Heavy Duty Pedestal, Located In the Maintenance Shop Area Reliable Tool 16238 Arrow Highway Irwindale, CA 91706 (626) 945-2673	1	350.00	350.00	
55	272	Baldor Model 8107WD 3/4-Hp Double End Grinder, Located In the Maintenance Shop Area AR Sales 900 S Hawkins El Paso, TX 79915 (915) 892-1796	1	125.00	125.00	
56	210	Model TSG-09030L Combination Grinder/Sander, 12" Disc, 6" Vertical Belt, Located In the Maintenance Shop Area Reliable Tool 16238 Arrow Highway Irwindale, CA 91706 (626) 945-2673	1	250.00	250.00	
59	515	Summit Model 6/H Radial Arm Drill, S/N 906013, (2000), 6' Arm X 16" Column, Approximately 36" Vertical Travel, 25" X 32" T-Slot Box Table, With T-Slot Base, Located In the Maintenance Shop Area FabCorp, Inc 6951 West Little York Houston, TX 77040 (713) 466-3962	1	8,000.00	8,000.00	
60	254	Clausing Model 2277 Drill Press, S/N 20 531888, 20", 17" X 16" T-Slot Table, With T-Slot Base, Including Kurt Machine Vise, Located In the Maintenance Shop Area Brokers Logistics 1000 Hawkins Blvd El Paso, TX 79915 (915) 778-7751	1	1,400.00	1,400.00	
61	250	Sharp Model 1223Y Electrical Discharge Machine, S/N 301002, (1993), 50-Amp, With Edm Vision 3-Axis Digital Readout, Located In the Maintenance Shop Area Gerardo Maoa Canabeqal #6069 Juarez Chihuahua, 32690 6566371863	1	4,000.00	4,000.00	
64	203	Central Pneumatic Model 34202 Pressurized Sand Blaster, 40 Lb Cap. Complete w/ Pressure Gauge, Relief Valve, Mounted on Rolling Cart, Air Hoses, Located In the Maintenance Shop	1	350.00	350.00	

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Preliminary Statement For: HOME PRODUCTS INT.INC HOME0207

Lot	Buyer	Description	Quantity	Price	Extension	Grp
		Area				
		Gruas Del Norte	Av Valle De Juarez #6589-A			
		CP, 32320	( ) -			
70	515	8' x 4' Heavy Duty Steel Worktable, Located In the Maintenance Shop Area	1	250.00	250.00	
		FabCorp, Inc.	6951 West Little York			
		Houston, TX 77040	(713) 466-3962			
71	515	8' x 4' Heavy Duty Steel Worktable, Located In the Maintenance Shop Area	1	250.00	250.00	
		FabCorp, Inc.	6951 West Little York			
		Houston, TX 77040	(713) 466-3962			
76	233	Mesa Industrial Service Inc Bridge Crane, S/N 99912, To Include: (2) 10-Ton Bridge Cranes, Top Riding, Approximately 40' Span, With R&M Bottom Riding Cable Hoist; (1) Remote And (1) 6-Button Pendant Control; Located On 400-Linear Feet Of Craneway, Located In the Maintenance Shop Area	1	55,000.00	55,000.00	
		Patriot Erectors Inc	Box 1150			
		Kyle, TX 78640	(512) 268-0423			
77	233	Mesa Industrial Service Inc Bridge Crane, S/N 99913, 7.5-Ton Capacity, Single Girder, Top Riding, Approximately 40' Span, Located On Approximately 100-Linear Feet Of Craneway, With R&M Bottom Riding 7.5-Ton Cable Hoist, 6-Button Pendant Control, Located In the Maintenance Shop Area	1	35,000.00	35,000.00	
		Patriot Erectors Inc	Box 1150			
		Kyle, TX 78640	(512) 268-0423			
298	277	(7) Assorted Sizes and Qualities of Conveyors, Some are Inclinable and Portable, Some Stationary, Belt Widths Range from 29" - 36", Lengths from 9' - 15', Most in Need of Repair	1	75.00	75.00	
		Xpectra	Box 9697			
		El Paso, TX 79995	(915) 225-3135			
299	543	Novatec 300lbs Capacity Drying Hopper Complete with (1) Novatec Vacuum Feeder. (1) Foremost Colorant Blending Station, and (1) Bunting Magnet	1	500.00	500.00	
		Uniek Inc	805 Uniek Drive			
		Waunakee, WI 53597	(608) 849-9999			
300	543	Novatec 300lbs Capacity Drying Hopper Complete with (1) Novatec Vacuum Feeder, (1) Foremost Colorant Blending Station, and (1) Bunting Magnet	1	500.00	500.00	

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Preliminary Statement For: HOME PRODUCTS INT.INC HOME0207

Lot	Buyer	Description	Quantity	Price	Extension	Grp
		Uniek Inc 805 Uniek Drive Waunakee, WI 53597 (608) 849-9999				
301	266	Novatec 300lbs Capacity Drying Hopper Complete with (1) Novatec Vacuum Feeder, (1) Foremost Colorant Blending Station, and (1) Bunting Magnet Perry Machine & Die 27124 Hwy J Perry, MO 63462 (573) 565-2231	1	450.00	450.00	
325	236	1999 Novatec Model VPU-10 Power Unit, S/N 12-792-1647, Located At Base Of Silo #3, With Marathon 10-Hp Motor, Including Root Model 45 U-RAI Rotary Blower Plastics Inc Box 1674 Jacksonville, TX 75766 (903) 586-2408	1	1,000.00	1,000.00	
326	236	1999 Novatec Model VPU-10 Power Unit, S/N n/a, Located At Base Of Silo #3, With Marathon 10-Hp Motor, Including Root Model 45 U-RAI Rotary Blower Plastics Inc Box 1674 Jacksonville, TX 75766 (903) 586-2408	1	1,000.00	1,000.00	
328	236	1999 Novatec Model Vpu-15 Power Unit, S/N 12-898-1885, Located At Base Of Silo #2, With Universal Model 66 U-Rai Rotary Blower Plastics Inc Box 1674 Jacksonville, TX 75766 (903) 586-2408	1	1,000.00	1,000.00	
330	204	Novatec Model MSC216 PLC Control Box for Material Conveying System, Compatible w/ Lot 328, Complete w/ (5) Purge Valves Comercializadora Cantu SA DeCV Carretera A Huinala No 315 Sur Apodaca N.L., 66600 8187488400	1	1,000.00	1,000.00	
332	253	Aluminum Piping from Material Transfer System Including But Not Limited To: Approx 1,000-Linear Feet of 4" Aluminum Pipe, Approx 5,000-Linear Feet Of 3" Aluminum Pipe, Approx 3,000- Linear Feet Of 2-1/2" Aluminum Pipe and Associated Connectors and Elbows (SAME AS LOT 331A- HALF VALUE) Gandara Recycling 983 Anderson El Paso, TX 79927 (915) 860-9596	1	4,000.00	4,000.00	
340A	279	(3) Application Engineering Model WS1300 Vertical Stainless Steel Inline Filters, Approx. 8' x 12' x 8' Holding Tank, (2) 15 HP Rotary Pumps, (3) 30 HP Rotary Pumps Industrial Water Services 4500 Turf Road El Paso, TX 79938 (915) 849-0401	1	600.00	600.00	

CONTINUED ON NEXT PAGE

THE BRANFORD GROUP
896 MAIN STREET, BRANFORD, CT 06405
(203) 488-7020 FAX (203)488-4577
WWW.TheBranfordGroup.com

eller Number: 3
iE

Statement Date :02/27/2007

Preliminary Statement For: HOME PRODUCTS INT.INC HOME0207

Lot	Buyer	Description	Quantity	Price	Extension	Grp
344	281	AEC Cooling Tower Rated at 225 Tons, Mounted on Structural Steel Frame, (1999/2000)	1	1,900 00	1.900 00	
		Proainco 14036 Lago Azul				
		El Paso, TX 79928 (915) 613-4803				
345	281	AEC Cooling Tower Rated at 225 Tons, Mounted on Structural Steel Frame, (1999/2000)	1	1,900 00	1,900 00	
		Proainco 14036 Lago Azul				
		El Paso, TX 79928 (915) 613-4803				

Summary of Sales Activity at HOME PRODUCTS INT.INC HOME0207
Commissions are Calculated on a Percent of the Sale Price of EACH LOT
Sales Tax Collected on your behalf: 1,685 83

Statement Totals		
31 Lots Sold		
Total Sales	$	135,750.00
Less: Commissions	$	0.00
Total Amount Due	$	135,750.00

EXHIBIT F

(Equipment To Be Sold By GECC)

Account	Disposition	Asset Description	Model	Serial Number	OLV	Lease Termination Amount	Surplus/Deficiency
4142008-003	FOR SALE	Cincinnati Milacron Toggle Plastic Injection Molder	Vista VT 550-76	T60A0398013	$ 75,000.00	$63,730.18	$11,269.82
4142008-004	FOR SALE	Cincinnati Milacron Toggle Plastic Injection Molder	VT 440-54	T39A0398021	$ 69,500.00	$57,626.53	$11,873.47
	FOR SALE	Cincinnati Milacron Toggle Plastic Injection Molder	VT 440-54	T39A0398022	$ 69,500.00	$57,626.53	$11,873.47
	FOR SALE	Cincinnati Milacron Toggle Plastic Injection Molder	VT 440-54	T39A0398028	$ 65,000.00	$57,626.53	$7,373.47
4142008-007							
	FOR SALE	Cincinnati Milacron Toggle Plastic Injection Molder	VT 440-54	T39A0300036	$ 69,500.00	$113,337.93	-$43,838
	FOR SALE	Cincinnati Milacron Toggle Plastic Injection Molder	VT 440-54	T39A0300019	$ 65,000.00	$113,337.93	-$48,338
	FOR SALE	Cincinnati Milacron Toggle Plastic Injection Molder	VT 440-54	T39A0300022	$ 69,500.00	$113,337.93	-$43,838
	FOR SALE	Cincinnati Milacron Toggle Plastic Injection Molder	VT 440-54	T39A0300021	$ 69,500.00	$113,337.93	-$43,838
	FOR SALE	Cincinnati Milacron Toggle Plastic Injection Molder	VT 440-54	T39A0300020	$ 65,000.00	$113,337.93	-$48,338
	FOR SALE	Cincinnati Milacron Toggle Plastic Injection Molder	VT 550-76	T60A0300020	$ 82,500.00	$146,672.62	-$64,173
	FOR SALE	Cincinnati Milacron Toggle Plastic Injection Molder	VT 550-76	T60A0300001	$ 82,500.00	$146,672.62	-$64,173
	FOR SALE	Cincinnati Milacron Toggle Plastic Injection Molder	VT 550-76	T60A0300022	$ 82,500.00	$146,672.62	-$64,173
	FOR SALE	Cincinnati Milacron Toggle Plastic Injection Molder	MH 725-179	H07A0400048	$ 119,500.00	$233,342.80	-$113,843
	FOR SALE	Cincinnati Milacron Toggle Plastic Injection Molder	MH 725-179	H07A0400057	$ 125,000.00	$233,342.80	-$108,343
	SOLD	Cincinnati Milacron Toggle Plastic Injection Molder	MH 1000-362	H31A0100005	$ 155,000.00	$328,542.28	-$1,066.28
						Portion of March rental	-$54,610.57
					FOR SALE	DEFICIENCY AMOUNT	$ (656,179.73)
					AUCTION	DEFICIENCY AMOUNT	$ (119,793.67)
					TOTAL	DEFICIENCY AMOUNT	$ (775,973.40)