89172989

#### SUBCONTRACTOR'S CLAIM FOR LIEN

SUBCONTRACTOR: Morrow Crane Co., Inc., Claimant, PO Box 3306, Salem, OR

97302; (503) 585-5721

GENERAL CONTRACTOR. The Edward Gray Corporation, 12233 Avenue O,

Chicago, IL 60633-1198

OWNER OR REPUTED OWNER: Commonwealth Edison Company, 1400 Opus Place,

Suite 500, Downers Grove, IL 60515

COMMON ADDRESS OF WORK OF IMPROVEMENT: Commonwealth Edison Substation,

51 W. Ontario, Chicago, IL 60633 [corner of

Ontario and Dearborn

LEGAL DESCRIPTION: see Exhibit A, attached hereto and incorporated by

reference herein

TAX ID: #17-09-233 009

DATE FIRST providing labor materials, services: June 25, 1988

DATE LAST provided labor, meterials, services: December 22, 1988

DESCRIPTION OF WORK: Provide per contract additional rent and service

charges for 77K Fastower crane

CONTRACT PRICE: see Exhibit B, consisting of five pages, attached hereto

and incorporated by reference herein

DEPT-01

\$12.25

BALANCE DUE, owing, and unpaid after deducting all just credits and

offsets: \$1,463.00

T#5555 TRAN 5810 04/19/89 11:29:00

STATE OF OREGON

) ss

County of Marion

49365 + E \*-89-172989 COOK COUNTY RECORDER

I have read the above Subcontractor's Claim for Lien and the statements are true as I verily believe. I have personal knowledge of the above and I am authorized to make these statements.

MORROW CRANE CO., INC.

Subscribed and sworn to before me this )

day of

NOTARY PUBLIC, STATE OF OREGON

My commission expires:

SUBCONTRACTOR'S CLAIM FOR LIEN

89172989

AFTER RECORDING, return to: Stephen A. Lipton, Esq. 1191 Capitol St NE Salem, OR 97301

ASSESS BY

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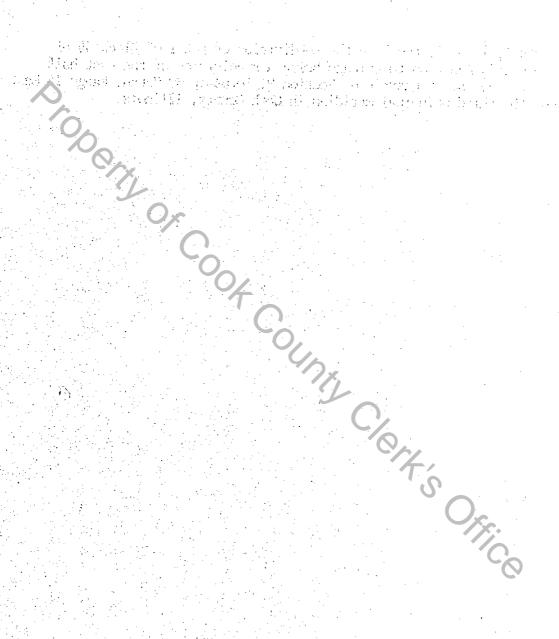
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#### LEGAL DESCRIPTION

Lots 1, 2, 3, 4, and 5 in the subdivision of Lot 1 of Block 36 of Wolcott's Addition to Chicago being a subdivision of the east half thea.
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Clerk's Office of the northeast quarter of Section 9, Township 39 North, Range 14 East of the third principal meridian in Cook County, Illinois.

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HEADQUARTERS: P.O. BOX 3306 • SALEM, ORE (503) 565-5721 TELEX 360-864	Date <u>June 7, 1988</u>
ORROW CRANE CO.  SANDAROW CRANE CO., INC., (hereinafter "Morrow	EASE AGREEMENT  89172989  W") leases to:
Name: The Edward Gray Corporation  CXCORPORATION D PARTNERSHIP DUSC  Mailing Address: 12233 Avenue O, Chicago,	OINT VENTURE O PROPRIETORSHIP  Illinois 60633-1198
Billing Address: Same the following equipment:	
	ne with freestanding hook height of 131 ft., power cable to base of crane, ok height.
	"hereinafter "equipment"
for use at the following designated location:EI CityCHICAGOStateILLINO:	DISON DEARBOURN AND ONTARIO  ISCountyCOOK
order. The rental rate is based on 180 nours of	ve. First month's rent shall be paid upon acceptance of use per month. Lessee shall pay increased rental on a percent per month or the highest legal rate of interest too amounts outstanding over thirty (30) days.
Minimum Rental Period: Seven (7)	
Designated Delivery Yard: Chicago	months, based on 30 calendar days per month.  [lesignated Return Yard: Chicago
Designated Delivery Yard: Chicago  Althorivery charges plus 15% will be paid by Lease Delivery charges: \$1,500 lump sum in. \$1,500 lump sum out.	months, based on 30 calendar days per month.  [lesignated Return Yard: Chicago  ee. Approximate Delivery Date: June 20, 1988  (Fourteen [14] days advance written notice required.]  Any delays acceptable will be extra.  e equipment from designated delivery yard to Lessee, But Which is JULY 1, 1988, and Shall End
Designated Delivery Yard: Chicago  Alt delivery charges plus 15% will be paid by Lease Delivery charges: \$1,500 lump sum in. \$1,500 lump sum out.  Rental Shall Begin Upon the initial Shipment of the Not Later Than the Minimum Rental Start Date V Upon Return of All Equipment to Designated Return Remarks: Morrow will supply layout draw Morrow to supply a service technician in	months, based on 30 calendar days per month.  [lectionated Return Yard: Chicago  Per Approximate Delivery Date: June 20, 1988  (Fourteen [14] days advance written notice required.)  Any delays ac jobsite will be extra.  Requipment from designated delivery yard to Lessee, But Which is JULY 1, 1988, and Shall Endurn Yard, Haulage at Lasce's Cost and Risk.  Wings showing location of crane on project.  For 16 straight-time hours to be credited ian on delivery and erection of the crane.
Designated Delivery Yard: Chicago  Altaelivery charges plus 15% will be paid by Lesse Delivery charges: \$1,500 lump sum in. \$1,500 lump sum out.  Rental Shall Begin Upon the initial Shipment of the Not Later Than the Minimum Rental Start Date V Upon Return of All Equipment to Designated Return of All Equipment to Designated Return of Morrow to supply a service technician to initial billing for service technician to initial billing for service technician such service are supplied.	months, based on 30 calendar days per month  [lesignated Return Yard: Chicago  ee, Approximate Delivery Date: June 20, 1988  (Fourteen Mays advance written notice required.)  Any delays so jobsite will be extra.  e equipment from designated delivery yard to Lessee, But Which is JULY 1, 1988, and Shall Endurn Yard, Haulage at Lastee's Cost and Risk.  wings showing location of crane on project. for 16 straight-time hours to be credited ian on delivery and erection of the crane. I dard published rates in effect at time  Morrow Corporate Officer, Lessee Has Read Ali Terms of
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Designated Delivery Yard: Chicago  Altackwery charges plus 15%-will be paid by Lease Delivery charges: \$1,500 lump sum in. \$1,500 lump sum out.  Rental Shall Begin Upon the initial Shipment of the Not Later Than the Minimum Rental Start Date V Upon Return of All Equipment to Designated Return Morrow to supply a service technician in the initial billing for service technician in the initi	months, based on 30 calendar days per month  [lesignated Return Yard:Chicago  Per Approximate Delivery Date:June20,1988  (Fourteen fig days advance written notice required.)  Any delays ac jobsite will be extra.  Per equipment from designated delivery yard to Lessee, But Which is
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- 1. Erection, Climbing and Dismantiement: Lessee will load, freight, unload, erect, climb and dismantie the equipment at its expense and risk. Morrow has the option of providing a servicemen for technical assistance during the erection, climbing or dismantiement and in the service of the equipment. Lessee shall pay Morrow's published rates for technical assistance and service calls so furnished by Morrow. Any costs related to delays not caused by Morrow shall be paid by Lessee in addition to the agreed lump sum amount.
- 2. Operation, Maintenance and Repair; Return: Lessee will employ at its own expense competent personnel to operate and maintain the equipment in strict accordance with the manufacturer's operation manuals (which Lessee agrees to return upon termination of lease) and equipment in strict accordance with the manufacturer's operation manufacturer's operation manufacturer's operation manufacturer's operation manufacturer's operation. Lessee will operate, service, maintain and repair the equipment at its own expense and keep it in good working order. Lessee shall immediately notify Morrow of the necessity for and the making by Lessee of any repairs to the equipment. Lessee shall not make any alteration or modification to the equipment without the prior written consent of Morrow. Morrow may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the equipment is located. Lessee shall return the equipment in the same condition as received, with components similarly assembled, without concrete splatter and with a useable holet line on cranes. Morrow shall notify Lessee after the return of the equipment of any necessary repairs to the equipment and Lessee shall promptly make such repairs or shall relimburse Morrow for such repairs at Morrow's published rates.
- 3. Warranty, inspection: Morrow warrants the equipment will be delivered in operating condition. This warranty is expressly conditioned upon Lesses inspecting the equipment and notifying Morrow in writing, within tentitopy days of the receipt of equipment, of any detects discovered. Morrow's sole responsibility under the above warranty shall be, at its option, to either repair or replace any component which is determined to not be in working order upon delivery of the equipment, and provided Lesses has reported same to Morrow in writing as required, and Morrow has, upon inspection, found such components to be defective. This warranty does not include the cost of labor for removal or replacement or any costs occasioned thereby. All replaced products or parts shall become Morrow's property. The above warranty is contingent upon proper use of the equipment and will not apply it adjustment, repair or parts replacement is required because of accident; neglect; misuse; impreser handling, operation or maintenance; unusual physical stress or weather conditions.

  MORROW IS NOT THE ANNUFACTURER OF THE EQUIPMENT, MORROW EXTENSS NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABLILITY, FIT PASS FOR A PARTICULAR PURPOSE, DESIGN, MATERIALS, OR OTHERWISE, EXCEPT AS SET FORTH IN THE LEASE AGREEMENT.

LEASE AGREEMENT

- LEASE AGREEMENT.

  IN NO EVENT SHALL MORRO, OR THE MANUFACTURER (OR ITS COMPONENT SUPPLIERS) OF THE EQUIPMENT BE LIABLE FOR ANY DELAY, WORK STOPPAGE, LOSS OF DECT, OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM OR ATTRIBUTABLE TO DEFECTS IN THE EQUIPMENT OR SERVICING OF "I'LE EQUIPMENT, NEGLIGENCE, BREACH OF WARRANTY, OR OTHERWISE, NOR FOR ANY DELAY OR LOSS OCCASIONED BY DELAY IN THE DELIVERY OF THE EQUIPMENT FOR ANY PRINTEDEVEN.

  4. Indemnity, Damages: Lesseu shall be responsible for any and all loss of and/or damage to the equipment from any and all liability arising out of the whatsoever during the term thereof. No loss of commanded to the equipment or any part thereof shall impair any objection of this Lesse, which shall continue in full force and effect. Lessee shall indemnity and hold Morrow harmless from any and all flability arising out of the possession, use, operation, maintenance, erection, of manufactures, in any other action or failure to act by the Lessee, its agents or employes or for any other reason whatsoever.

  5. Insurance: Lessee at its expense shall keep the equipment increasing whatsoever for the value of the equipment, and shall carry public flability insurface with limits of not less than: \$5,000,000 for Injury or death per occurrence and/or aggregate, and \$500,000 for property damage, deductifie and to exceed \$10,000. All such insurance shall be in form and with
- value of the equipment, and shall carry public liability insurance with limits of not less than: \$5,000,000 for injury of death per occurrence and/or aggregate, and \$500,000 for property damage, deductifie in at the exceed \$10,000. All such insurance shall be in form and with companies satisfactory to Morrow. All such insurance policies is all name Morrow as Additional insured. Lessee shall be informed to shipment the policies of insurance or certificates thereof. All such policies shall be primary coverage and endorsed to provide that Morrow shall be given thirty (30) days prior written notice of the alteration or carculation of any such policy. In the case of Lessee's failure to procure or maintain said insurance, Morrow shall have the right, but shall not be abligated, to effect such insurance. In that event, all monies spent by Morrow in effecting same shall be deemed additional rental, and shall be immediately paid by Lessee to Morrow. Lessee agrees to release Morrow from any claim which Lessee or insurance company may have agalize; Morrow for any loss covered by this insurance.
- 8. Default: Lessee shall not use the equipment if Lessee is in default under this or any other lease/sale agreement with Morrow more than thirty usiaus: Lesses shall not use the equipment if Lesses is in default under this of any other lease/sale agreement with Morrow more than thirty (30) days on any payment for rental, service or parts and stipulates to an order for spricific performance of this agreement, without limitation of Morrow's other remedies. Lesses shall pay any costs of collection, including attorious sets and expenses, for non-payment on all billings relating to this agreement, including fees and costs on appeal if taken. Should Lesses or some the subject of a bankruptcy proceeding, or substantially violate any provision hereof, then Morrow may terminate this agreement, lake ressession of the equipment, and recover all montes due, damages for any injury to, and all expenses incurred in returning the equipment. For the purposes of any legal actions or proceedings brought by Morrow in respect of this lease agreement, Lesses irrevocably submits to me jurisdiction of the Courts of the State of Oregon and of the United States of America sitting in the State of Oregon.

Lessee waives any and all rights to notice and to a judicial hearing with respect to the reposes son of the equipment by Morrow in the event of a default hereunder by Lessee.

- 7. Title: Title to the equipment at all times shall remain in Morrow's name, and Lessee shall protect the lift. I casee shall pay all levies, attachments, liens, encumbrances, personal property tax (on a pro-rata monthly basis regardless of assessment date) and other charges. If Morrow pays any such charges, they shall be added to rental payments and paid by Lessee. No assignment or cubietting shall be made without Morrow's prior written consent. Lessee shall execute all security fillings and documents as required by Mo row and post a payment or performance bond at Morrow's option.
- Cancellation: If Lessee cancels this agreement, Lessee agrees to pay as liquidated damages a minimum of two (2) months rental but not more than the minimum rental term plus costs and damages. Should Lessee delay taking delivery within thirty (30) days after the stated approximate delivery date, Morrow, at its option, may terminate this contract without flability.
- Technical Assistance: The terms and conditions hereof shall apply to any technical assistance or service work performed by Morrow or parts supplied by Morrow.
- 10. Payment Terms: Any amounts which are due to Morrow under this agreement or have been advanced by Morrow on behalf of Lessee shall be deemed additional rental and are due immediately. Interest at two percent (2%) per month or the highest legal rate, whichever is less, will be due as additional rental on all invoice amounts outstanding over thirty (30) days.
- 11. Entire Agreement: All prior representations and proposals, if any, are superseded by this agreement which constitutes the entire and only agreement between the parties. Any changes must be in writing and signed by both parties. If this agreement becomes attached with Lessee's purchase order, all terms of the purchase order are hereby acknowledged to be deleted unless specifically agreed by addendum and signed by Morrow corporate officer.
- 12. Applicable Laws: If any provisions hereof conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating the remaining provisions hereof. For the sole purpose of resolving any problem of conflict of laws with respect to filling or recording hereof, it is declared and agreed that this instrument shall be deemed to be executed, completed and effective when the equipment is received at the address at which it is to be located, and that questions of filling or recording shall be determined by the law of such place. In all other respects this agreement shall be governed by and construed according to the laws of the State of Oregon. This contract shall be binding upon the helrs, administrators, legal representatives and successors of Lessee. The paragraph captions provided herein are merely for convenience and shall not be construed to limit or otherwise modify terms hereof.

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free to a contract to the cont	391137	Subcontract
		ADDENDUM ATTACHED
'he Edward Gray Corporation	12233 Avenue O, Chicago, Illinois 60633 - 1198 Telephone 312 221 84	00 _1 Pages
<b>&gt;</b> ,	12233 Avenue O, Chicago, Illinois 60633 - 1198 Telephone 312 221 84	

Morrow Crane Company, Inc. To

P.O. Box 3306

Salem, Oregon

Mr. John A. Morrow

97302

MORROW CRANE CO.

IALEM, OR OFFICE

87065-10 No.

This No, must appear on Invoice, B/L, Cases, Bundles, Packing Lists, Time Tickets and Correspondence.

Date 6-17-88

Please furnish us in accordance with the conditions specified in this Agreement, including the reverse side hereof, and all attachments and addenda hereto:

Via

Ship to THE EDWARD GRAY CORPORATION

ic/o Commonwealth Edison Substation

Dearborn and Ontario Street

Chicago, IL

Attention: Mr. Leon Dourlet

Delivery

Attn:

F.O.B. As Req'd Jobsite/ Payment Terms. Net in Advance

Sales XIXI Taxable Status | Non-Taxable Plans and Specifications

Date

Instructions - If-Seller is to furnish on si of the characters it shall be deemed a Subcontra insured in Salter's liability insurents patieles. In addition, Seller shall comply with the following biffing requirements:

Invoice in triplicate.

Bill extra work (if applicable) separately, upon completion, indicating Buyer's Extra Work Order Number.

Submit back-up time sheets with invoice signed by Buyer's representative.

Phone:

Verify percentage(s) of completion with dryar's representative prior to submission of invoice.

Furnish one Liebherr 77K Fastower as described in Lessor's Quotation June 7, 1988 at a bare rental rate of \$5000 per month, 7 months' minimum rental, plus \$3000 freight total in and out.

Lessor's Terms and Conditions shall apply except as follows:

- Warranty Strike "for any reason whatever" from last line. 3)
- Indemnity Lessee does not indemnify Lessor for any liabil-41 ity resulting solely from product design or manufacturing defects. Strike the last words "or for any other reaso" whatsoever", and also in first line.
- Insurance Strike "from every cause whatsoever" from first 5)

Approximate total value of this order

.. THIRTY EIGHT THOUSAND DOLLARS (\$38,000.00), plus applicable sales tax.

RER:dk

This Agreement shall be valid only if bearing the signature of the duly authorized representative of the Purchaser in the space provided below, and shall be deemed accepted solely by receipt of a copy hereof by the Purchaser bearing the signature of the Seller or its authorized agent in the space provided below, and such acceptance is hereby expressly limited to the terms and conditions contained and stated on the front and reverse sides hereof. The use of any provision in Seller's form of acceptance which modifies, conflicts or contradicts any provision herein shall be deemed to be waived, and the provisions of this Agreement constitute the whole contract. Purchaser may revoke this Agreement at any time prior to acceptance as aforesaid. Shipment of materials shall not constitute acceptance.

All work and manufactured items supplied under this order shall comply with OSHA.

It is the policy of the Owner and The Edward Gray Corporation to conform to the U.S. Government objective that minority individuals and business enterprises have the maximum practicable opportunity to participate in the performance of this project.

Please acknowledge order by signing and returning attached copy. 1 and The Edward Gray Corporation executing belo

R. E. Rolwing

President

SELLER:

**ORIGINAL** Ex 8, P.3

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# MORROW CRAN Q. D. FINC. IAL CON HEADQUARTERS: P.O. BOX 3308 • SALÉM, OREGON 97302, USA (503) 585-5721 TELEX 360-864

Date June 7, 1988

0-88-06-10

### **PURCHASE OPTION AGREEMENT**

Les	350 <b>0</b> :	THE	EDWARD	GRAY	CORPORATIO	N 12233	Avenue 0	Chic	ago, I	L 606	33-119	98	
Eq:	ulpment Lease	l Prov Agre	/ided on eement	This C	<b>)ption:</b> One B-06-10, da	(l) Liebi ted June	nerr FasT 7, 1988.	ower C	rane, l	Model	77 <b>-</b> K,	as	described
PR	OJECT:	Coi	nmonwea	ilth E	dison Subst	ation (	51 West O	ntario	Stree	t)			
Lea	ase No.	. 8	8-06-10	)		Date	of Lease	June	7, 19	88			<u>-</u> _
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