

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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In re §
CINRAM INTERNATIONAL INC., *et al.*,¹ § Chapter 15
§ Case No. 12-11882 (KJC)
§
Debtors in a Foreign Proceeding. § (Jointly Administered)
§
§
§ Ref. Docket Nos. 9, 50, 54
§
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OBJECTION OF RAYMOND LEASING CORPORATION TO FOREIGN REPRESENTATIVE’S MOTION FOR ENTRY OF AN ORDER (i) RECOGNIZING THE CANADIAN SALE ORDER, (ii) AUTHORIZING AND APPROVING THE SALE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF AND OBJECTION THE PROPOSED CURE AMOUNT ASSOCIATED WITH THE ASSUMPTION OF LEASES

Raymond Leasing Corporation, (“Raymond”), by and through its undersigned counsel hereby objects (the “Objection”) to the *Foreign Representative’s Motion for Entry of an Order (i) Recognizing the Canadian Sale Order, (ii) Authorizing and Approving the Sale Free and Clear of All Liens, Claims, Encumbrances, and other Interests, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (iv) Granting Related Relief* [Docket No. 9] (the “Sale Motion”) and the *Notice of Proposed Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection With the Sale of Substantial Assets of the Debtors* [Docket No. 50] (the “Assumption Notice”). In support of its Objection, Raymond states the following:

¹ The last four digits of the United States Tax Identification Number or Canadian Business Number, as applicable, of each of the Debtors follow in parentheses: (a) Cinram International Inc. (4583); (b) Cinram (U.S.) Holding’s Inc. (4792); (c) Cinram, Inc. (7621); (d) Cinram Distribution LLC (3854); (e) Cinram Manufacturing LLC (2945); (f) Cinram Retail Services LLC (1741); (g) Cinram Wireless LLC (5915); (h) IHC Corporation (4225); and (i) One K Studios, LLC (2132). The Debtors’ executive headquarters is located at 2255 Markham Road, Toronto, Ontario, M1B 2W3, Canada.

1. On June 25, 2012, Cinram International ULC, in its capacity as the authorized foreign representative (the “Foreign Representative”) for the above-captioned debtors (collectively, the “Debtors”) in a proceeding (the “CCAA Proceeding”) commenced under Canada’s Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”), and pending before the Ontario Superior Court of Justice (the “Canadian Court”) commenced these chapter 15 bankruptcy proceedings by filing the Chapter 15 Petitions for Recognition of Foreign Proceeding.

2. These cases are being jointly administered pursuant to an Order of this Court.

3. On the Petition Date, Raymond was party to three Master Leases, with various schedules containing more than 120 pieces of equipment (the “Equipment”), along with the associated batteries and chargers with the following Debtors. They are as follows:

a) Master Lease 21007 (“Master Lease 21007”) with Cinram, Inc.:

Schedule 2100736 has monthly lease payments in the amount of \$303.14 which are due on 25th of the month. The cure amount for Schedule 2100736 is \$606.28 as of July 13, 2012.

Schedule 2100737 has monthly lease payments in the amount of \$249.69 which are due on 5th of the month. The cure amount for Schedule 2100737 is \$499.38 as of July 13, 2012.

Schedule 2100738 has monthly lease payments of \$3,673.03 which are due on 10th of the month. The cure amount for Schedule 2100738 is \$7,346.06 as of July 13, 2012.

A copy of Master Lease 21007 with the accompanying Schedules is attached hereto as Exhibit “A”.

b) Master Lease 30280 (“Master Lease 30280”) with Cinram Distribution LLC:
Schedule 302801 has a monthly lease payment in the amount of \$43,575.50 which is due on 20th of the month. The cure amount for Schedule 302801 is \$43,575.50 as of July 13, 2012.

A copy of Master Lease 30280 with Schedule 302801 is attached hereto as Exhibit “B”.

c) Master Lease 22268 (“Master Lease 22268”) with Cinram Wireless LLC:
Schedule 222681 has a monthly lease payment in the amount of \$38,417.00 which is due on the 15th of the month. The cure amount for Schedule 222681 is \$38,417.00 as of July 13, 2012.

A copy of Master Lease 22268 with Schedule 222681 is attached hereto as Exhibit “C”.

4. The Master Leases were assigned to Raymond. Raymond filed UCC-1 notices with the Delaware Secretary of State. A copy of each of the UCC filings are attached hereto as Exhibit “D”.

5. The Sale Motion filed by the Debtors lists only a portion of the Equipment leased by the various Debtors and owned by Raymond. Raymond owns leased Equipment at three Debtor locations, including Lavergne, Tennessee; Huntsville, Alabama; and Fort Worth, Texas. Additionally, the Sale Motion does not list any of the hundreds of batteries and chargers that are owned by Raymond and leased by the various Debtors.

6. Raymond objects the Debtors attempts to sell any Equipment owned by Raymond which is subject to any of the Leases.

7. The Assumption Notice improperly lists Raymond Master Lease Schedules 2100730, 2100731, 2100733 and 2100739. These Master Lease Schedules were terminated and re-leased through Master Lease 30280 and its associated Schedule 302801 on or about May 24, 2012.

8. During April 2012, the Debtor ordered 11 new pieces of Equipment, and 27 batteries which are to be delivered in August 2012 to the Lavergne, Tennessee location. A copy of the proposed new Schedule A, is attached hereto as Exhibit "E". It will be incorporated, upon delivery of the Equipment, to Master Lease 30280 as Schedule 302802. The monthly payment on this new Schedule 302802 will be \$12,659.86.

9. Raymond objects the to Debtors assuming only a portion of the Master Leases and the Equipment. The total cure due Raymond as of July 13, 2012 is \$90,444.22. A copy of a chart showing the amounts due under all the Master Leases is attached hereto as Exhibit "F". In addition to the cure amounts listed on the chart, additional payments are coming due within the next week.

WHEREFORE, Raymond respectfully request the Court i) deny approval of the Sale of any Raymond Equipment; ii) order the Debtors to identify all of the Equipment that is listed on the Raymond Master Leases, including the batteries and chargers, iii) order the Debtors to assume all of Raymond Master Leases, iv) require the Debtors to complete the pending transaction for lease of the new equipment that is on order and due to be delivered in August; and v) order the Debtors to cure the defaults associated with the assumption of any of the Master Leases and Master Lease Schedules.

PHILLIPS, GOLDMAN & SPENCE, P.A.

/s/ Stephen W. Spence
STEPHEN W. SPENCE, ESQUIRE (#2033)
1200 North Broom Street
Wilmington, DE 19806
(302) 655-4200
(302) 655-4210
Counsel to Raymond Leasing Corporation

Date: July 19, 2012

Exhibit “A”

RAYMOND LEASING CORPORATION
Equipment Master Lease Agreement
Terms And Conditions (CONT'D)

Date: DEC 27 2005

Agreement Number: 21007

CINRAM

LESSEE Name and Address
Cinram Inc
4905 MOORES MILL RD
HUNTSVILLE, AL 358111511
DBA Name (if any)
Telephone: (2568512528)

LESSOR Name and Address
Brauer Material Handling Systems, Inc.
206 Space Park North
Goodlettsville, TN 37072
Telephone: (615 859-2930)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LEASE TO BE EXECUTED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN. LESSEE ACKNOWLEDGES RECEIPT OF A COPY OF THIS LEASE.

LESSEE
Lessee Name: Cinram Inc
By: <u>[Signature]</u>
Typed Name: <u>LARRY WINDSH</u>
Title: <u>Dir. of Mktg</u>
WITNESS OR ATTEST:

LESSOR
Lessor Name: Brauer Material Handling Systems, Inc.
By: <u>[Signature]</u>
Typed Name: <u>JEFF BRAUER</u>
Title: <u>PRESIDENT</u>
WITNESS OR ATTEST: <u>[Signature]</u>

(If Corporation, authorized person must sign and state his title. If Partnership, partner must sign firm name and also sign as partner. If Proprietorship, Agreement should be in name of, and signed by, individual owner and also show the name under which individual does business. If Limited Liability Corporation, authorized person must sign and state his title.)

Notice of Assignment

ASSIGNMENT: FOR VALUE RECEIVED, the undersigned Lessor does hereby sell, assign, transfer and set over to RAYMOND LEASING CORPORATION its successors and assigns, all of the undersigned's right, title and interest in and to the foregoing Lease (herein called Instrument), the Equipment covered thereby and all rentals and other sums due or to become due thereunder.

- Undersigned Lessor warrants that the Instrument is genuine, collectible, enforceable, contains the entire Agreement of the parties with respect to the property covered thereby, and is and will continue free from defenses and offsets; all signatures, names and addresses, amounts and other statements contained therein are genuine, true and correct; the property has been delivered to the LESSEE in satisfactory condition and has been accepted by LESSEE, the Instrument evidences a valid reservation of title to or first lien upon the property covered thereby and has been so filed or recorded, if permitted or required by law, as to be effective against all persons.
- Undersigned Lessor agrees, on RAYMOND LEASING CORPORATION's request, to assist RAYMOND LEASING CORPORATION in collecting sums due under the Instrument and in enforcing RAYMOND LEASING CORPORATION'S right to repossess in the event of a default.

Attest: [Signature] ASSIGNMENT ACCEPTED Lessor: Brauer Material Handling Systems, Inc.
 Date: 9/14/05 RAYMOND LEASING CORP: [Signature]
 Greene, New York 13778 Title: PRESIDENT

By: [Signature]
 Authorized Signature

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DEC 27 2005

RAYMOND LEASING CORPORATION
Equipment Master Lease Agreement
Terms And Conditions

1. LEASE OF EQUIPMENT

Subject to the terms and conditions hereof, LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the personal property described in Schedule A or on any Supplemental Schedule(s) (hereinafter collectively referred to as "Schedule") complete with all additions, attachments, accessories and replacement parts described therein (hereinafter collectively referred to as "Equipment").

2. RENTAL TERM

The Rental Term of the Lease for Equipment shall commence on the date of LESSEE's execution of the Certificate of Delivery and Installation ("Acceptance Date"). The Rental Term of the Lease shall run for the number of months specified in the Schedule(s) measured from the Acceptance Date, unless otherwise terminated or extended, pursuant to the provisions of this Lease.

In the event that LESSEE does not return the Equipment in accordance with section 16 hereof, the Rental Term shall be automatically extended on a month-to-month basis and the monthly rental for such extension shall be equal to 150% of the monthly rental set forth in the Schedule applicable to the Equipment and all other terms of this Agreement shall apply during the extended term.

3. DELIVERY

LESSOR agrees to cause Equipment to be delivered to LESSEE but assumes no liability for loss or damage arising from late delivery or nonfulfillment of contract by reason of fires, strikes, delays in transportation, regulations of the United States Government, or any cause unavoidable or beyond the control of the LESSOR. Equipment shall be delivered to LESSEE at LESSEE'S expense and shall be kept and used at the location set out in the Certificate of Delivery and Installation.

4. RENTAL

LESSEE agrees to pay the monthly rental charge set forth in the Schedule(s) in advance. In addition, any applicable sales or use tax shall be paid by LESSEE in the manner prescribed by the state in which the Equipment is located. Upon signing the Schedule(s), LESSEE shall pay LESSOR the first & last monthly rental charge. Upon the Acceptance Date of the Equipment LESSEE shall pay the transportation charges computed from the manufacturer's plant. On the corresponding day of each month thereafter, LESSEE shall continue making the remaining monthly payments until the total rental shall have been paid in full. LESSEE acknowledges and agrees that its obligations hereunder, including, without limitation, its obligation to make payments, shall be unconditional and irrevocable under any and all circumstances, shall not be subject to cancellation, termination, modification, or repudiation by LESSEE, and shall be paid and performed by LESSEE without notice or demand and without any abatement, reduction, diminution, setoff, defense, counterclaim or recoupment whatsoever.

The monthly rental shall be paid to LESSOR at its above address or at such other address as LESSOR shall direct in writing. If any rental payment hereunder is made subsequent to the tenth day following its due date, such payment, whenever made, may bear interest at the option of LESSOR, at the highest lawful contract rate, not to exceed one and one half percent per month, computed thereon from its due date to the date when paid.

5. LOCATION AND IDENTIFICATION OF EQUIPMENT

Equipment shall be located at the address to which Equipment is to be shipped, as set forth in the Certificate of Delivery and Installation, and shall not be removed from such location without the prior written consent of LESSOR. LESSEE will not change or remove any

insignia or lettering which is on Equipment at the time of delivery thereof or which is thereafter placed thereon indicating LESSOR's ownership thereof, and at any time during the term of this Lease, upon request of LESSOR, LESSEE will affix to Equipment, in a prominent place, labels, plates or other such markings supplied by LESSOR stating that Equipment is owned by LESSOR.

6. OPERATION, MAINTENANCE, CARE AND DAMAGE

LESSEE covenants not to allow the use of Equipment by other than trained and competent employees of LESSEE. LESSEE covenants and warrants that, during the term hereof, the Equipment shall at all times be used and operated in compliance with the laws of the jurisdiction in which it is located, and with the provisions of all applicable insurance policies and manufacturer's operation manuals and in compliance with all acts, rules, regulations, or orders of any administrative or government body having the authority to regulate the use or operation of the Equipment. LESSEE shall pay all costs and expenses of operation.

LESSEE agrees during the life of this Lease, at its own cost and expense, to maintain Equipment in the condition it is received by LESSEE, make all regular maintenance inspections called for by the Operations and Maintenance Manual, perform all necessary repairs and to return Equipment to LESSOR at the end of this Lease or the early termination thereof for any reason in the same condition as received, reasonable wear and tear excepted, as defined in Section 16. LESSEE shall pay or reimburse LESSOR for any loss due to damage to, or destruction of, Equipment from any cause whatsoever. Repair and maintenance work shall be performed only by qualified persons who are acceptable to LESSOR.

LESSEE shall not, without prior approval of LESSOR, affix or install any accessories, replacements or other device to the Equipment and all repairs, replacements, accessories, attachments and devices furnished or affixed to such Equipment, unless otherwise agreed to in writing, shall be the property of the LESSOR.

7. WARRANTY

LESSEE agrees that (a) each unit of Equipment is of a size, type and capacity selected by LESSEE, (b) each unit is suitable for LESSEE's purposes and contains all necessary safety options, and that LESSOR has made no representation or warranty, expressed or implied, with respect to the Equipment. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LESSOR will deliver to LESSEE the factory warranty for each new unit of Equipment to enable LESSEE to obtain customary warranty service furnished on such units during the term of this Lease.

8. LIABILITY

LESSEE assumes all risk and liability arising from LESSEE's possession, use and operation of Equipment from the point of shipment to LESSEE to the point of receipt by LESSOR and agrees to indemnify and hold LESSOR harmless from any and all of the following, whether the same be actual or alleged unless directly caused by the negligence of LESSOR: all loss, damage, claims, suits, taxes, liens, penalties, fines, liability and expense (including attorney's fees) howsoever arising or incurred because of such possession, use and operation of Equipment including, but not limited to, damages for injuries or death to persons or injury to or destruction of property, claims and liens for storage, labor and materials and all loss of, and damage to, Equipment.

9. INSURANCE

LESSEE, at its own expense, shall keep Equipment insured at the full replacement value thereof against fire and theft and under extended

RAYMOND LEASING CORPORATION
Equipment Master Lease Agreement
Terms And Conditions (CONT'D)

coverage and shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$1 million. All such insurance shall be with loss payable to LESSOR and LESSOR's assignees, as their interest may appear, and shall be in amounts and with companies acceptable to LESSOR. In addition, LESSOR and LESSOR's assignees shall be named as an additional insured on all public liability insurance policies. LESSEE, on request of LESSOR, shall furnish certificates of such insurance to LESSOR which shall provide for thirty (30) days prior notice of cancellation.

10. COMPLIANCE WITH LAWS AND TAXES

Unless otherwise agreed in writing by the parties, LESSOR will declare and pay when due all license fees, registration fees, assessments, charges and taxes, whether municipal, state or federal, including, but not limited to sales, use, excise and property taxes, and penalties and interest with respect thereto, excluding, however, any taxes based on, or measured solely by, LESSEE'S net income. The amount of all said taxes, fees and similar charges shall be payable by LESSEE as additional rent with the first rental payment after LESSOR has paid any such charges.

11. TITLE OF LESSOR; RECORDING

Title to Equipment shall at all times remain in LESSOR. LESSEE shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges, or other judicial process of every kind whatsoever. LESSEE shall give LESSOR immediate written notice thereof and shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSEE will cooperate with LESSOR and take whatever action may be necessary, including signing documents, to enable LESSOR to file, register or record, and refile, re-register or re-record, this Lease or evidence hereof, whether memorandum of Lease or financing statement, in such offices as LESSOR may determine and wherever required or permitted by law, for the proper protection of LESSOR's title to Equipment. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and LESSEE will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of LESSOR, so that Equipment shall remain personal property and may be removed at the option of LESSOR. LESSEE hereby authorizes LESSOR and LESSOR's assignee and each subsequent assignee to file a financing statement signed only by LESSOR or such assignee in all places where necessary to perfect LESSOR's security interest in all jurisdictions where such authorization is permitted by law.

12. INSPECTION

LESSEE shall, whenever requested, advise LESSOR of the exact location of Equipment and shall give LESSOR immediate notice of any attachment or other judicial process affecting Equipment, and indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSOR may, with prior notice, at all reasonable times enter upon any job, building or place where Equipment is located for the purpose of inspecting the Equipment.

13. DEFAULT AND REMEDIES

Each of the following will constitute an "Event of Default" hereunder: (i) LESSEE fails to pay the rental or any other sums payable hereunder when the same become due; (ii) LESSEE defaults in or fails to perform any other term or condition hereof and the failure to perform such term or condition continues for more than ten (10) days after LESSOR has sent written notice to LESSEE specifying such failure or default; (iii) LESSEE should default under the terms of any other agreement with LESSOR, or LESSOR's assignees or affiliates of LESSOR's assignees; (iv) a Trustee or Receiver shall be appointed for LESSEE or its property; (v) LESSEE shall make an assignment for the benefit of creditors; (vi) LESSEE is

the subject of any proceeding under the Bankruptcy Act or becomes insolvent; (vii) LESSEE attempts to remove, sell, transfer, encumber, sublet or part with the possession of the Equipment or do any act or thing tending to impair the title of LESSOR. Upon any such Event of Default, LESSOR, at its option, may do any one or more of the following:

A) Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by LESSEE of the applicable covenants and terms of this Lease or to recover damages for the breach of such covenants and terms thereof;

B) Terminate LESSEE's right to possession of the Equipment under the Lease, whereupon all right, title and interest of LESSEE to or in the Equipment shall absolutely cease and thereupon LESSOR may, directly or by its agent, enter upon the premises of LESSEE or other premises where the Equipment may be and take possession thereof and thenceforth hold, possess and enjoy the same, free from any right of LESSEE or its successors or assigns, including any receiver, trustee in bankruptcy, or creditor of LESSEE, to hold or use said Equipment for any purposes whatsoever; but LESSOR shall nevertheless have a right to recover from LESSEE any and all amounts including rents which, under the terms of this Lease, may be then due and unpaid hereunder for use of said Equipment together with any other remedies set forth herein.

C) Declare that all sums due and to become due hereunder ("Unpaid Rents") are payable forthwith.

D) In addition to being entitled to take possession of the Equipment as hereinbefore described, recover as damages an amount equal to the Unpaid Rents, plus the residual value of the Equipment set forth on Schedule A, or if no residual value is set forth on Schedule A, the anticipated wholesale fair market value of the Equipment at the end of the Rental Term as determined in good faith by LESSOR, less the wholesale fair market value of the Equipment as of the date that the Equipment is returned to LESSOR as determined in good faith by LESSOR.

In addition to the remedies set forth above, LESSOR shall be entitled to recover a reasonable sum for attorney's fees and such expenses as shall be expended or incurred in the seizure of items of Equipment, in the collection of any amount due hereunder, in the enforcement of any other right or privilege hereunder or in any consultation or action in connection with any of the foregoing, including appeals.

The remedies provided by this section 13 shall be cumulative and shall be in addition to all other remedies in LESSOR's favor existing at law or in equity.

14. ASSIGNMENT

LESSEE shall not assign, sell, sublet, encumber or otherwise transfer this Lease or the Equipment or any rights thereto, without the prior written consent of LESSOR.

LESSOR may assign or otherwise transfer this Lease or the amounts due or to become due hereunder or its right, title and interest in and to Equipment. If any such assignment is made, LESSEE agrees that it will not assert against the assignee any claim or defense which LESSEE may have against the LESSOR; LESSEE reserving such remedies hereunder solely against LESSOR but not LESSOR's assignee. The term "LESSOR" wherever used in this Lease includes LESSOR's assignee except as the context may otherwise require or as may be otherwise stated herein.

15. POSSESSION AND USE

LESSOR covenants to and with LESSEE that LESSOR is the lawful owner of Equipment free from all encumbrances and that, conditioned upon LESSEE's performing the conditions hereof,

RAYMOND LEASING CORPORATION
Equipment Master Lease Agreement
Terms And Conditions (CONT'D)

LESSEE shall peaceably and quietly hold, possess and use Equipment during said term without hindrance.

16. RETURN OF EQUIPMENT

Upon the expiration or sooner termination of this Lease, LESSEE will immediately return the Equipment in the condition as required by Section 6 above, preparation, freight and insurance prepaid, to LESSOR or to Raymond Leasing Corporation, as directed by LESSOR or its assignee. LESSEE shall provide LESSOR with proof of shipment, such as a bill of lading or other similar document, upon shipment of the Equipment. In the event any Equipment is not returned in this required condition, LESSEE shall reimburse LESSOR for the cost of repairing the Equipment to the required condition.

An inspection to verify condition, as required by Section 6 above, must be performed by an authorized Raymond service representative prior to Equipment removal from LESSEE's premises. Such required condition is described as:

- * Units may have no structural damage. No bent tractor or warped uprights, bent or dented tractor frames or out of square reach scissors. Hydraulic cylinders must not be bent, nicked or gouged. Hose reels must not be bent or damaged.
- * All covers and guards must be in place with no sheet metal or glass damage.
- * All parts, pieces, components and optional equipment must be present, installed and operational.
- * All motors shall be in good condition with no need for armature or motor replacement.
- * Each unit shall have serviceable tires that must not have cuts, gouges or chunks missing.
- * Each unit shall be free of unauthorized decals, decorations, communications, graffiti or other markings or coatings.
- * No excessive wear necessitating major component repair or replacement caused by lack of maintenance as detailed in Operation and Maintenance Manuals/Maintenance Instructions. (Example: material shaved off uprights due to lack of proper lubrication and/or shimming of roller bearings, bottom carriage plate worn out due to lack of lift chain adjustment, excessive drive unit wear due to lack of lubrication.) Note: These are examples only and do not constitute a full and complete list.
- * Batteries must be capable of holding a charge sufficient to operate the applicable Equipment.
- * Chargers must be in good operating condition with no sheet metal damage and complete with all direct current leads and plugs.

17. CONSTRUCTION OF AGREEMENT

This agreement shall be construed in accordance with the laws of the State of New York. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, such provision shall be determined null and void, but without invalidating the remaining provisions hereof. No representations, understanding, promises, options or warranties, oral or written, express or implied, and no implied warranty of merchantability or fitness of purpose, have been made by either party unless endorsed hereon in writing. Each of LESSEE and LESSOR hereby waives all rights to trial by jury in any judicial proceeding brought by it involving directly or indirectly, any matter in any way arising out of, related to, or

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connected with this Master Lease Agreement and/or any related schedules and/or other related documents. Further, each of LESSEE and LESSOR hereby agrees to exclude mediation and/or arbitration as alternative dispute resolution procedures with respect to any dispute arising under or in connection with this Master Lease Agreement and/or any related schedules and/or other related documents.

18. GENERAL

Time is of the essence. Waiver of any default shall not waive any other default. LESSOR's failure to require strict performance by LESSEE of any provision of this Lease shall not diminish LESSOR's right thereafter to require strict performance of any provision. Any notice required to be given shall be in writing, directed to the other party at its address shown on the face of this agreement until either party gives written notice of a different address.

Any notice, prepaid and properly addressed, shall be deemed delivered when deposited with the U.S. Mails. No obligation of LESSOR hereunder shall survive any termination of this Lease, and should LESSOR permit the use of any item of Equipment beyond the term specified therefore, the obligations of LESSEE shall continue and such permissive use shall not be construed as a renewal of the term or a waiver of any right or continuation of any obligation of LESSOR hereunder, and LESSOR may take possession of any such Equipment at any time on demand. Except as herein expressly provided, this lease is irrevocable for the full term or extended term hereof.

In the event that LESSEE shall fail to perform any of its obligations under this Lease, the LESSOR may, at its option, perform the same for the account of LESSEE without thereby waiving such default, and any amount paid or expense incurred shall be payable by the LESSEE upon demand as additional rent for the Equipment.

19. ADDITIONAL EQUIPMENT

LESSEE may, from time to time, add other units to the Schedules.

Upon notice of such action and with the submission of the applicable first month rental payment, LESSOR will add the additional Equipment to the Schedule showing Equipment covered by the Lease and immediately reissue the Schedule, dating the same and sequentially numbering the new Schedule, which shall at such time be incorporated herein by reference, to the same effect as if the revised Schedule had been a part of this Lease when initially executed by the parties hereto.

LESSOR will send a copy of such revised Schedule to LESSEE for attachment to its copy of the basic Lease Agreement.

LESSOR may terminate LESSEE's right to add additional Equipment upon thirty (30) days written notice. The termination of such right shall not affect the liability of one party to the other with respect to Equipment previously delivered.

20. ENTIRE AGREEMENT

This Lease, together with all Schedules, Certificate of Delivery and Installation, or Riders now or hereafter added, shall contain the entire Agreement of the parties related to its subject matter and supersedes all prior proposals and negotiations. It cannot be modified, amended or rescinded except in writing signed by both parties.

RAYMOND LEASING CORPORATION

Schedule A 178

Date: MAR 09 2010

Agreement Number: 2100736

1. Lessor and Lessee have entered into an Equipment Master Lease Agreement including this Schedule A (collectively the "Lease"), pursuant to which Lessor and Lessee have agreed to lease the Equipment described on Page iii.
2. THIS LEASE IS FOR A PERIOD OF 36 MONTHS. Lease rental Payments of \$291.48 (and applicable taxes) are due to be made monthly, commencing on the Acceptance Date indicated on Certificate of Delivery and Installation (herein referred to as "Acceptance Date"). The first and last rental payments shall be due and payable in advance upon the signing of this Schedule A. Rental payments thereafter will be due and payable monthly on the corresponding day of each month following the Acceptance Date for the full term of the Lease. Lessee agrees to pay all taxes, filing fees and other similar charges with respect to payments made under the Master Lease Agreement and the leases related thereto.
3. Lessee has the option to purchase the Equipment under this lease at the end of the term for the Purchase Option stated below, plus any applicable taxes. If the purchase option stated below is FAIR MARKET VALUE, it will be reasonably determined by the Equipment Manufacturer.

If the Purchase Option is not exercised at the expiration of the Lease term, Lessee will immediately return this Equipment to Lessor in the same condition as received, normal wear and tear excepted. In the event any Equipment is not returned in the required condition, Lessee shall reimburse Lessor for its actual, out-of-pocket cost of repairing the Equipment to the required condition. Required condition is as described in the Equipment Master Lease Agreement, Section 16, RETURN OF EQUIPMENT.
4. Except as amended herein, the aforesaid Equipment Master Lease Agreement, as such, may have been previously amended, shall remain in full force and effect.
5. Purchase Option: Full Payout (\$1.00)
6. Excess Use Charge:

The rental rate set forth herein is based upon average monthly usage of the Equipment as stated below. The Allowable Hours for the Equipment leased hereunder shall be equal to the number of months in the Term, as set forth in section 2 of this Schedule A, multiplied by the monthly usage selected herein. In the event that the Equipment has been used in excess of the Allowable Hours when it is returned to LESSOR or its assignee, then LESSEE shall pay to LESSOR or its assignee, an amount equal to the overtime charge multiplied by the number of hours in excess of the Allowable Hours.

<u>Allowable Hours</u>	<u>Overtime Charge</u>
n/a 166.67 hrs (2000 hrs/yr)	\$
n/a 333.33 hrs (4000 hrs/yr)	
n/a 500 hrs (6000 hrs/yr)	

AGREED TO AND ACCEPTED AS OF:

By execution hereof, the signer certifies having read, accepted and duly executed this Equipment Master Lease Agreement on behalf of Lessee.

Lessee: Cinram, Inc.
 By: *[Signature]*
 Title: GM
 Dated: 2/18/10

Lessor: Carolina Handling, LLC
 By: *[Signature]*
 Title: CFO
 Dated: 2-23-10

RAYMOND LEASING CORPORATION
Schedule A

7. ASSIGNMENT: FOR VALUE RECEIVED, the undersigned does hereby sell, assign, transfer and set over to RAYMOND LEASING CORPORATION its successors and assigns, all of the undersigned's right, title and interest in and to the foregoing Lease (herein called Instrument), the Equipment covered thereby and all rents and other sums due, or to become due, thereunder.
- a. Undersigned warrants that the Instrument is genuine, collectible, enforceable, contains the entire Agreement of the parties with respect to the property covered thereby, and is and will continue free from defense and offsets; all signatures, names and addresses, amounts and other statements contained therein are genuine, true and correct; the property has been delivered to the LESSEE in satisfactory condition and has been accepted by LESSEE; the Instrument evidences a valid reservation of title to or first lien upon the property covered thereby and has been filed or recorded, if permitted or required by law, as to be effective against all persons.
 - b. Undersigned agrees, on RAYMOND LEASING CORPORATION'S request to assist RAYMOND LEASING CORPORATION in collecting sums due under the Instrument and in enforcing RAYMOND LEASING CORPORATION'S right to repossess in the event of a default.

AGREED TO AND ACCEPTED AS OF:

By execution hereof, the signer certifies having read, accepted and duly executed this Equipment Master Lease Agreement on behalf of Lessee.

Attest: [Signature]
Title: CA
Dated: 2/18/10

Lessor: Carolina Handling, LLC
By: [Signature]
Title: CFO
Dated: 2-23-10

ASSIGNMENT AGREEMENT
RAYMOND LEASING CORP
Brazos, New York 10778

By: [Signature]
Authorized Signature

MAR 03 2010

RAYMOND LEASING CORPORATION
Schedule A

Date: _____

Agreement Number: _____

Equipment Description Lines

Quantity	Manufacturer	Description	Model	Serial Number
1	Raymond	Counterbalance	R40-C40TT	R40-07-12962

RAYMOND LEASING CORPORATION
Certificate of Delivery And Installation

Date: Feb 22, 2010

Agreement Number: 2100736

The Lease between Carolina Handling, LLC (the "LESSOR") and Cinram, Inc. (the "LESSEE")

Quantity	Manufacturer	Description	Model	Serial Number
1	Raymond	Counterbalance	R40-C40TT	R40-07-12962

Equipment Location: 4905 Moores Mill Road
Huntsville, AL 35811

County:

1. ITEMS OF EQUIPMENT:

The LESSEE hereby certifies and warrants to LESSOR that the above items of Equipment have been delivered to the location indicated above, tested and inspected by the LESSEE, or LESSEE has had reasonable opportunity to do so, found to be in good order and accepted as items of Equipment under the Lease, all on the Acceptance Date indicated below. The serial number of each item of Equipment, as specified above, has been verified. LESSEE approves full payment therefore by LESSOR to supplier(s).

2. REPRESENTATIONS BY THE LESSEE:

The LESSEE hereby represents and warrants to LESSOR that (i) no Event of Default or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default under the Lease has occurred and is continuing, and (ii) the LESSEE has obtained, and there are in full force and effect, all insurance policies with respect to the Equipment and public liability required to be obtained under the terms of the Lease.

3. SHOULD LESSEE HEREAFTER DISCOVER ANY DEFECT, UNFITNESS OR FAILURE OF PERFORMANCE OF EQUIPMENT (INCLUDING, WITHOUT LIMITATION, SOFTWARE SYSTEMS AND PROGRAMMING), LESSEE'S OBLIGATIONS TO LESSOR, INCLUDING THE OBLIGATION TO PAY RENTS WHEN DUE, REMAIN IN EFFECT AS MORE FULLY STATED IN THE TERMS AND CONDITIONS OF THE LEASE. IN SUCH EVENT, LESSEE'S EXCLUSIVE RECOURSE SHALL BE AGAINST THE MANUFACTURER, SUPPLIER, PROGRAMMER AND/OR SERVICING AGENT FOR THE EQUIPMENT, AS IN LESSEE'S JUDGMENT APPEARS APPROPRIATE.

Acceptance Date: Feb 22, 2010

Name of Lessee: Cinram, Inc.

Signed By: [Signature]

Title: Engineering Specialist

RAYMOND LEASING CORPORATION
Schedule A 178

Date: FEB 26 2010

Agreement Number: 2100737

1. Lessor and Lessee have entered into an Equipment Master Lease Agreement including this Schedule A (collectively the "Lease"), pursuant to which Lessor and Lessee have agreed to lease the Equipment described on Page iii.
2. THIS LEASE IS FOR A PERIOD OF 36 MONTHS. Lease rental Payments of \$240.09 (and applicable taxes) are due to be made monthly, commencing on the Acceptance Date indicated on Certificate of Delivery and Installation (herein referred to as "Acceptance Date"). The first and last rental payments shall be due and payable in advance upon the signing of this Schedule A. Rental payments thereafter will be due and payable monthly on the corresponding day of each month following the Acceptance Date for the full term of the Lease. Lessee agrees to pay all taxes, filing fees and other similar charges with respect to payments made under the Master Lease Agreement and the leases related thereto.
3. Lessee has the option to purchase the Equipment under this lease at the end of the term for the Purchase Option stated below, plus any applicable taxes. If the purchase option stated below is FAIR MARKET VALUE, it will be reasonably determined by the Equipment Manufacturer.

If the Purchase Option is not exercised at the expiration of the Lease term, Lessee will immediately return this Equipment to Lessor in the same condition as received, normal wear and tear excepted. In the event any Equipment is not returned in the required condition, Lessee shall reimburse Lessor for its actual, out-of-pocket cost of repairing the Equipment to the required condition. Required condition is as described in the Equipment Master Lease Agreement, Section 16, RETURN OF EQUIPMENT.
4. Except as amended herein, the aforesaid Equipment Master Lease Agreement, as such, may have been previously amended, shall remain in full force and effect.
5. Purchase Option: Full Payout (\$1.00)
6. Excess Use Charge:

The rental rate set forth herein is based upon average monthly usage of the Equipment as stated below. The Allowable Hours for the Equipment leased hereunder shall be equal to the number of months in the Term, as set forth in section 2 of this Schedule A, multiplied by the monthly usage selected herein. In the event that the Equipment has been used in excess of the Allowable Hours when it is returned to LESSOR or its assignee, then LESSEE shall pay to LESSOR or its assignee, an amount equal to the overtime charge multiplied by the number of hours in excess of the Allowable Hours.

<u>Allowable Hours</u>	<u>Overtime Charge</u>
n/a 166.67 hrs (2000 hrs/yr)	\$
n/a 333.33 hrs (4000 hrs/yr)	
n/a 500 hrs (6000 hrs/yr)	

AGREED TO AND ACCEPTED AS OF:

By execution hereof, the signer certifies having read, accepted and duly executed this Equipment Master Lease Agreement on behalf of Lessee.

Lessee: Cinram, Inc.
 By: [Signature]
 Title: GM
 Dated: 2/18/10

Lessor: Carolina Handling, LLC
 By: [Signature]
 Title: CFO
 Dated: 2-23-10

RAYMOND LEASING CORPORATION
Schedule A

7. ASSIGNMENT: FOR VALUE RECEIVED, the undersigned does hereby sell, assign, transfer and set over to RAYMOND LEASING CORPORATION its successors and assigns, all of the undersigned's right, title and interest in and to the foregoing Lease (herein called Instrument), the Equipment covered thereby and all rents and other sums due, or to become due, thereunder.
- a. Undersigned warrants that the Instrument is genuine, collectible, enforceable, contains the entire Agreement of the parties with respect to the property covered thereby, and is and will continue free from defense and offsets; all signatures, names and addresses, amounts and other statements contained therein are genuine, true and correct; the property has been delivered to the LESSEE in satisfactory condition and has been accepted by LESSEE; the Instrument evidences a valid reservation of title to or first lien upon the property covered thereby and has been filed or recorded, if permitted or required by law, as to be effective against all persons.
 - b. Undersigned agrees, on RAYMOND LEASING CORPORATION'S request to assist RAYMOND LEASING CORPORATION in collecting sums due under the Instrument and in enforcing RAYMOND LEASING CORPORATION'S right to repossess in the event of a default.

AGREED TO AND ACCEPTED AS OF: By execution hereof, the signer certifies having read, accepted and duly executed this Equipment Master Lease Agreement on behalf of Lessee.

Attest: [Signature]
Title: CH
Dated: 2/18/10

Lessor: Carolina Handling, LLC
By: [Signature]
Title: CEO
Dated: 2-23-10

RAYMOND LEASING CORPORATION
100 West Broadway, New York, NY 10038

[Signature]
Authorized Signature

FEB 26 2010

RAYMOND LEASING CORPORATION
Schedule A

Date: _____

Agreement Number: _____

Equipment Description Lines

Quantity	Manufacturer	Description	Model	Serial Number
1	Raymond	Easi-OPC30TT Orderpicker	OPC30TT	Easi-05-AR36143

RAYMOND LEASING CORPORATION
Certificate of Delivery And Installation

Date: Feb 22, 2010

Agreement Number: 2100137

The Lease between Carolina Handling, LLC (the "LESSOR") and Cinram, Inc. (the "LESSEE")

Quantity	Manufacturer	Description	Model	Serial Number
1	Raymond	Easi-OPC30TT Orderpicker	OPC30TT	Easi-05-AR36143

Equipment Location: 4905 Moores Mill Road
Huntsville, AL 35811

County:

1. ITEMS OF EQUIPMENT:

The LESSEE hereby certifies and warrants to LESSOR that the above items of Equipment have been delivered to the location indicated above, tested and inspected by the LESSEE, or LESSEE has had reasonable opportunity to do so, found to be in good order and accepted as items of Equipment under the Lease, all on the Acceptance Date indicated below. The serial number of each item of Equipment, as specified above, has been verified. LESSEE approves full payment therefore by LESSOR to supplier(s).

2. REPRESENTATIONS BY THE LESSEE:

The LESSEE hereby represents and warrants to LESSOR that (i) no Event of Default or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default under the Lease has occurred and is continuing, and (ii) the LESSEE has obtained, and there are in full force and effect, all insurance policies with respect to the Equipment and public liability required to be obtained under the terms of the Lease.

3. SHOULD LESSEE HEREAFTER DISCOVER ANY DEFECT, UNFITNESS OR FAILURE OF PERFORMANCE OF EQUIPMENT (INCLUDING, WITHOUT LIMITATION, SOFTWARE SYSTEMS AND PROGRAMMING), LESSEE'S OBLIGATIONS TO LESSOR, INCLUDING THE OBLIGATION TO PAY RENTS WHEN DUE, REMAIN IN EFFECT AS MORE FULLY STATED IN THE TERMS AND CONDITIONS OF THE LEASE. IN SUCH EVENT, LESSEE'S EXCLUSIVE RECOURSE SHALL BE AGAINST THE MANUFACTURER, SUPPLIER, PROGRAMMER AND/OR SERVICING AGENT FOR THE EQUIPMENT, AS IN LESSEE'S JUDGMENT APPEARS APPROPRIATE.

Acceptance Date: Jan 5, 2010

Name of Lessee: Cinram, Inc.

Signed By: [Signature]

Title: Engineering Specialist

RAYMOND LEASING CORPORATION
Schedule A

Date: JUNE 7, 2010

Agreement Number: 2100738

1. Lessor and Lessee have entered into an Equipment Master Lease Agreement including this Schedule A (collectively the "Lease"), pursuant to which Lessor and Lessee have agreed to lease the Equipment described on Page iii.
2. THIS LEASE IS FOR A PERIOD OF 36 MONTHS. Lease rental Payments of \$3544.59 (and applicable taxes) are due to be made monthly, commencing on the Acceptance Date indicated on Certificate of Delivery and Installation (herein referred to as "Acceptance Date"). The first and last rental payments shall be due and payable in advance upon the signing of this Schedule A. Rental payments thereafter will be due and payable monthly on the corresponding day of each month following the Acceptance Date for the full term of the Lease. Lessee agrees to pay all taxes, filing fees and other similar charges with respect to payments made under the Master Lease Agreement and the leases related thereto.
3. Lessee has the option to purchase the Equipment under this lease at the end of the term for the Purchase Option stated below, plus any applicable taxes. If the purchase option stated below is FAIR MARKET VALUE, it will be reasonably determined by the Equipment Manufacturer.

If the Purchase Option is not exercised at the expiration of the Lease term, Lessee will immediately return this Equipment to Lessor in the same condition as received, normal wear and tear excepted. In the event any Equipment is not returned in the required condition, Lessee shall reimburse Lessor for its actual, out-of-pocket cost of repairing the Equipment to the required condition. Required condition is as described in the Equipment Master Lease Agreement, Section 16, RETURN OF EQUIPMENT.
4. Except as amended herein, the aforesaid Equipment Master Lease Agreement, as such, may have been previously amended, shall remain in full force and effect.
5. Purchase Option: Fair Market Value
6. Excess Use Charge:

The rental rate set forth herein is based upon average monthly usage of the Equipment as stated below. The Allowable Hours for the Equipment leased hereunder shall be equal to the number of months in the Term, as set forth in section 2 of this Schedule A, multiplied by the monthly usage selected herein. In the event that the Equipment has been used in excess of the Allowable Hours when it is returned to LESSOR or its assignee, then LESSEE shall pay to LESSOR or its assignee, an amount equal to the overtime charge multiplied by the number of hours in excess of the Allowable Hours.

<u>Allowable Hours</u>	<u>Overtime Charge</u>
166.67 hrs (2000 hrs/yr)	\$5
<input checked="" type="checkbox"/> 333.33 hrs (4000 hrs/yr)	
<input type="checkbox"/> n/a 500 hrs (6000 hrs/yr) <i>DR</i>	

AGREED TO AND ACCEPTED AS OF:

By execution hereof, the signer certifies having read, accepted and duly executed this Equipment Master Lease Agreement on behalf of Lessee.

Lessee: Cinram, Inc.
By: [Signature]
Title: GENERAL MANAGER
Dated: 4/27/10

Lessor: Carolina Handling, LLC
By: [Signature]
Title: CFO
Dated: 4-29-10

RAYMOND LEASING CORPORATION
Schedule A

7. **ASSIGNMENT:** FOR VALUE RECEIVED, the undersigned does hereby sell, assign, transfer and set over to RAYMOND LEASING CORPORATION its successors and assigns, all of the undersigned's right, title and interest in and to the foregoing Lease (herein called Instrument), the Equipment covered thereby and all rents and other sums due, or to become due, thereunder.
- a. Undersigned warrants that the Instrument is genuine, collectible, enforceable, contains the entire Agreement of the parties with respect to the property covered thereby, and is and will continue free from defense and offsets; all signatures, names and addresses, amounts and other statements contained therein are genuine, true and correct; the property has been delivered to the LESSEE in satisfactory condition and has been accepted by LESSEE; the Instrument evidences a valid reservation of title to or first lien upon the property covered thereby and has been filed or recorded, if permitted or required by law, as to be effective against all persons.
 - b. Undersigned agrees, on RAYMOND LEASING CORPORATION'S request to assist RAYMOND LEASING CORPORATION in collecting sums due under the Instrument and in enforcing RAYMOND LEASING CORPORATION'S right to repossess in the event of a default.

AGREED TO AND ACCEPTED AS OF:

By execution hereof, the signer certifies having read, accepted and duly executed this Equipment Master Lease Agreement on behalf of Lessee.

Attest: ASSIGNMENT ACCEPTED
Title: RAYMOND LEASING CORP
Dated: GREENE, NEW YORK 13778

Lessor: Carolina Handling, LLC
By: *Daniel H. Reed*
Title: CFO
Dated: 4-29-10

William J. ...

AUTHORIZED SIGNATURE
6/7/10

RAYMOND LEASING CORPORATION
Schedule A

Date:

Agreement Number: _____

Equipment Description Lines

Quantity	Manufacturer	Description	Model	Serial Number
7	Raymond	Swing-Reach	SACSR30T	SA-07-05565,SA-07-05562,SA-07-05563,SA-07-05560, SA-07-05561,SA-07-05566,SA-07-05567
	General	Battery	24-125G-13	MFA837663,MFA837560,MFA837561,MFA837564, MFA837565,MFA837556,MFA837557
	General	Charger	MX3-24-775B	FA3484,FA3480,FA3481,FA3482,FA3483,FA3478,FA3479

RAYMOND LEASING CORPORATION
Certificate of Delivery And Installation

Date: JUNE 7, 2010

Agreement Number: 2100738

The Lease between Carolina Handling, LLC (the "LESSOR") and Cinram, Inc. (the "LESSEE")

Quantity	Manufacturer	Description	Model	Serial Number
7	Raymond	Swing-Reach	SACSR30T	SA-07-05565,SA-07-05562,SA-07-05563,SA-07-05560, SA-07-05561,SA-07-05566,SA-07-05567
	General	Battery	24-125G-13	MFA837663,MFA837560,MFA837561,MFA837564, MFA837565,MFA837556,MFA837557
	General	Charger	MX3-24-775B	FA3484,FA3480,FA3481,FA3482,FA3483,FA3478,FA3479

Equipment Location: 4905 Moores Mill Road
Huntsville, AL 35811

County: MADISON

1. ITEMS OF EQUIPMENT:

The LESSEE hereby certifies and warrants to LESSOR that the above items of Equipment have been delivered to the location indicated above, tested and inspected by the LESSEE, or LESSEE has had reasonable opportunity to do so, found to be in good order and accepted as items of Equipment under the Lease, all on the Acceptance Date indicated below. The serial number of each item of Equipment, as specified above, has been verified. LESSEE approves full payment therefore by LESSOR to supplier(s).

2. REPRESENTATIONS BY THE LESSEE:

The LESSEE hereby represents and warrants to LESSOR that (i) no Event of Default or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default under the Lease has occurred and is continuing, and (ii) the LESSEE has obtained, and there are in full force and effect, all insurance policies with respect to the Equipment and public liability required to be obtained under the terms of the Lease.

3. SHOULD LESSEE HEREAFTER DISCOVER ANY DEFECT, UNFITNESS OR FAILURE OF PERFORMANCE OF EQUIPMENT (INCLUDING, WITHOUT LIMITATION, SOFTWARE SYSTEMS AND PROGRAMMING), LESSEE'S OBLIGATIONS TO LESSOR, INCLUDING THE OBLIGATION TO PAY RENTS WHEN DUE, REMAIN IN EFFECT AS MORE FULLY STATED IN THE TERMS AND CONDITIONS OF THE LEASE. IN SUCH EVENT, LESSEE'S EXCLUSIVE RECOURSE SHALL BE AGAINST THE MANUFACTURER, SUPPLIER, PROGRAMMER AND/OR SERVICING AGENT FOR THE EQUIPMENT, AS IN LESSEE'S JUDGMENT APPEARS APPROPRIATE.

Acceptance Date: Apr 27 / 2010

Name of Lessee: Cinram, Inc.

Signed By: [Signature]

Title: ENGINEERING SPECIALIST

Exhibit “B”

RAYMOND LEASING CORPORATION
Equipment Master Lease Agreement
Terms And Conditions

Date: JUN 25 2012

Agreement Number: 30280

LESSEE Name and Address
CINRAM DISTRIBUTION LLC
437 SANFORD ROAD
LAVERGNE, Tennessee 37086
DBA Name (if any)
Telephone: ((356) 859-4092)

LESSOR Name and Address
Brauer Material Handling Systems, Inc.
226 Molly Walton Drive
Hendersonville, Tennessee 37075
Telephone: (615) 859-2930

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LEASE TO BE EXECUTED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN. LESSEE ACKNOWLEDGES RECEIPT OF A COPY OF THIS LEASE.

LESSEE
Lessee Name: CINRAM DISTRIBUTION LLC
By *: <i>Melissa D Anderson Conrad</i>
Typed Name: <i>Melissa D. Anderson Conrad</i>
Title: <i>Finance Director</i>
WITNESS OR ATTEST:

LESSOR
Lessor Name: Brauer Material Handling Systems, Inc.
By: <i>[Signature]</i>
Typed Name: <i>JEFFREY L. BRAUER</i>
Title: <i>PRESIDENT</i>
WITNESS OR ATTEST:

(*If Corporation, authorized person must sign and state his title. If Partnership, partner must sign firm name and also sign as partner. If Proprietorship, Agreement should be in name of, and signed by, individual owner and also show the name under which individual does business. If Limited Liability Corporation, authorized person must sign and state his title.)

Notice of Assignment

ASSIGNMENT: FOR VALUE RECEIVED, the undersigned Lessor does hereby sell, assign, transfer and set over to RAYMOND LEASING CORPORATION its successors and assigns, all of the undersigned's right, title and interest in and to the foregoing Lease (herein called Instrument), the Equipment covered thereby and all rentals and other sums due or to become due thereunder.

- Undersigned Lessor warrants that the Instrument is genuine, collectible, enforceable, contains the entire Agreement of the parties with respect to the property covered thereby, and is and will continue free from defenses and offsets; all signatures, names and addresses, amounts and other statements contained therein are genuine, true and correct; the property has been delivered to the LESSEE in satisfactory condition and has been accepted by LESSEE, the Instrument evidences a valid reservation of title to or first lien upon the property covered thereby and has been so filed or recorded, if permitted or required by law, as to be effective against all persons.
- Undersigned Lessor agrees, on RAYMOND LEASING CORPORATION's request, to assist RAYMOND LEASING CORPORATION in collecting sums due under the Instrument and in enforcing RAYMOND LEASING CORPORATION'S right to repossess in the event of a default.

Attest: ASSIGNMENT ACCEPTED
Date: RAYMOND LEASING CORP
GREENE, NEW YORK 13778

Lessor: Brauer Material Handling Systems, Inc.
By: *[Signature]*
Title: PRESIDENT

[Signature]

AUTHORIZED SIGNATURE

RAYMOND LEASING CORPORATION
Equipment Master Lease Agreement
Terms And Conditions

1. LEASE OF EQUIPMENT

Subject to the terms and conditions hereof, LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the personal property described in Schedule A or on any Supplemental Schedule(s) (hereinafter collectively referred to as "Schedule") complete with all additions, attachments, accessories and replacement parts described therein (hereinafter collectively referred to as "Equipment").

2. RENTAL TERM

The Rental Term of the Lease for Equipment shall commence on the date of LESSEE's execution of the Certificate of Delivery and Installation ("Acceptance Date"). The Rental Term of the Lease shall run for the number of months specified in the Schedule(s) measured from the Acceptance Date, unless otherwise terminated or extended, pursuant to the provisions of this Lease.

In the event that LESSEE does not return the Equipment in accordance with section 16 hereof, the Rental Term shall be automatically extended on a month-to-month basis and the monthly rental for such extension shall be equal to 150% of the monthly rental set forth in the Schedule applicable to the Equipment and all other terms of this Agreement shall apply during the extended term.

3. DELIVERY

LESSOR agrees to cause Equipment to be delivered to LESSEE but assumes no liability for loss or damage arising from late delivery or nonfulfillment of contract by reason of fires, strikes, delays in transportation, regulations of the United States Government, or any cause unavoidable or beyond the control of the LESSOR. Equipment shall be delivered to LESSEE at LESSEE'S expense and shall be kept and used at the location set out in the Certificate of Delivery and Installation.

4. RENTAL

LESSEE agrees to pay the monthly rental charge set forth in the Schedule(s) in advance. In addition, any applicable sales or use tax shall be paid by LESSEE in the manner prescribed by the state in which the Equipment is located. Upon signing the Schedule(s), LESSEE shall pay LESSOR the first & last monthly rental charge. Upon the Acceptance Date of the Equipment LESSEE shall pay the transportation charges computed from the manufacturer's plant. On the corresponding day of each month thereafter, LESSEE shall continue making the remaining monthly payments until the total rental shall have been paid in full. LESSEE acknowledges and agrees that its obligations hereunder, including, without limitation, its obligation to make payments, shall be unconditional and irrevocable under any and all circumstances, shall not be subject to cancellation, termination, modification, or repudiation by LESSEE, and shall be paid and performed by LESSEE without notice or demand and without any abatement, reduction, diminution, setoff, defense, counterclaim or recoupment whatsoever.

The monthly rental shall be paid to LESSOR at its above address or at such other address as LESSOR shall direct in writing, free and clear of any offset, currency conversion charges, credit card fees, bank charges, or other fees (collectively "Fees"). If any rental payment hereunder is subject to any Fees, then the amount of all Fees and similar charges shall be payable by LESSEE as additional rent with the first rental payment after LESSOR has paid any such charges. If any rental payment hereunder is made subsequent to the tenth day following its due date, such payment, whenever made, may bear interest at the option of LESSOR, at the highest lawful contract rate, not to exceed one and one half percent per month, computed thereon from its due date to the date when paid.

5. LOCATION AND IDENTIFICATION OF EQUIPMENT

Equipment shall be located at the address to which Equipment is to be shipped, as set forth in the Certificate of Delivery and Installation, and shall not be removed from such location without the prior written consent of LESSOR. LESSEE will not change or remove any insignia or lettering which is on Equipment at the time of delivery thereof or which is thereafter placed thereon indicating LESSOR's ownership thereof, and at any time during the term of this Lease, upon request of LESSOR, LESSEE will affix to Equipment, in a prominent place, labels, plates or other such markings supplied by LESSOR stating that Equipment is owned by LESSOR.

6. OPERATION, MAINTENANCE, CARE AND DAMAGE

LESSEE covenants not to allow the use of Equipment by other than trained and competent employees of LESSEE. LESSEE covenants and warrants that, during the term hereof, the Equipment shall at all times be used and operated in compliance with the laws of the jurisdiction in which it is located, and with the provisions of all applicable insurance policies and manufacturer's operation manuals and in compliance with all acts, rules, regulations, or orders of any administrative or government body having the authority to regulate the use or operation of the Equipment. LESSEE shall pay all costs and expenses of operation.

RAYMOND LEASING CORPORATION
Equipment Master Lease Agreement
Terms And Conditions

LESSEE agrees during the life of this Lease, at its own cost and expense, to maintain Equipment in the condition it is received by LESSEE, make all regular maintenance inspections called for by the Operations and Maintenance Manual, perform all necessary repairs and to return Equipment to LESSOR at the end of this Lease or the early termination thereof for any reason in the same condition as received, reasonable wear and tear excepted, as defined in Section 16. LESSEE shall pay or reimburse LESSOR for any loss due to damage to, or destruction of, Equipment from any cause whatsoever. Repair and maintenance work shall be performed only by qualified persons who are acceptable to LESSOR.

LESSEE shall not, without prior approval of LESSOR, affix or install any accessories, replacements or other device to the Equipment and all repairs, replacements, accessories, attachments and devices furnished or affixed to such Equipment, unless otherwise agreed to in writing, shall be the property of the LESSOR.

7. WARRANTY

LESSEE agrees that (a) each unit of Equipment is of a size, type and capacity selected by LESSEE, (b) each unit is suitable for LESSEE's purposes and contains all necessary safety options, and that LESSOR has made no representation or warranty, expressed or implied, with respect to the Equipment. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LESSOR will deliver to LESSEE the factory warranty for each new unit of Equipment to enable LESSEE to obtain customary warranty service furnished on such units during the term of this Lease.

8. LIABILITY

LESSEE assumes all risk and liability arising from LESSEE's possession, use and operation of Equipment from the point of shipment to LESSEE to the point of receipt by LESSOR and agrees to indemnify and hold LESSOR harmless from any and all of the following, whether the same be actual or alleged unless directly caused by the negligence of LESSOR: all loss, damage, claims, suits, taxes, liens, penalties, fines, liability and expense (including attorney's fees) howsoever arising or incurred because of such possession, use and operation of Equipment including, but not limited to, damages for injuries or death to persons or injury to or destruction of property, claims and liens for storage, labor and materials and all loss of, and damage to, Equipment.

9. INSURANCE

LESSEE, at its own expense, shall keep Equipment insured at the full replacement value thereof against loss by fire, theft, destruction or other damage and shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$1 million ("Required Insurance"). All such Required Insurance shall be with loss payable to LESSOR and LESSOR's assignees, as their interest may appear, and shall be in amounts and with companies acceptable to LESSOR. In addition, LESSOR and LESSOR's assignees shall be named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for thirty (30) days prior notice to LESSOR of cancellation.

LESSEE must provide LESSOR with satisfactory written evidence of Required Insurance within thirty (30) days of the commencement of this lease or any subsequent written request by LESSOR. If LESSEE does not do so, then in lieu of other remedies for default, LESSOR in its discretion and at its sole option may (but is not required to) obtain insurance from an insurer of LESSOR'S choosing, which may be an affiliate of LESSOR, in such forms and amounts as LESSOR deems reasonable to protect its interests (collectively "Equipment Insurance"). Equipment Insurance will cover the Equipment and LESSOR; it will not name LESSEE as an insured and may not cover all of LESSEE'S interest in the Equipment and will be subject to cancellation at any time. LESSEE agrees to pay LESSOR periodic charges for Equipment Insurance (collectively "Insurance Charges") that include: an insurance premium that may be higher than if LESSEE maintained the Required Insurance separately; a finance charge of up to 1.5% per month on any advances made by LESSOR or LESSOR'S agents; and commissions, billing and processing fees; any or all of which may generate a profit to LESSOR or LESSOR'S agents. LESSOR may add Insurance Charges to the monthly rental charge as additional rent. LESSOR shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt of satisfactory evidence of Required Insurance.

LESSEE must promptly notify LESSOR of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. LESSEE hereby irrevocably appoints LESSOR as LESSEE'S attorney-in-fact to execute and endorse all checks or drafts in LESSEE'S name to collect under any Required Insurance. LESSOR may apply proceeds from Required Insurance to the obligations of LESSEE hereunder or any other obligation LESSEE may have to LESSOR as LESSOR deems appropriate.

10. COMPLIANCE WITH LAWS AND TAXES

Unless otherwise agreed in writing by the parties, LESSOR will declare and pay when due all license fees, registration fees, assessments, charges and taxes, whether municipal, state or federal, including, but not limited to sales, use, excise and property taxes, and penalties and interest with respect thereto, excluding, however, any

RAYMOND LEASING CORPORATION
Equipment Master Lease Agreement
Terms And Conditions

taxes based on, or measured solely by, LESSEE'S net income. The amount of all said taxes, fees and similar charges shall be payable by LESSEE as additional rent with the first rental payment after LESSOR has paid any such charges.

11. TITLE OF LESSOR; RECORDING

Title to Equipment shall at all times remain in LESSOR. LESSEE shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges, or other judicial process of every kind whatsoever. LESSEE shall give LESSOR immediate written notice thereof and shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSEE will cooperate with LESSOR and take whatever action may be necessary, including signing documents, to enable LESSOR to file, register or record, and refile, re-register or re-record, this Lease or evidence hereof, whether memorandum of Lease or financing statement, in such offices as LESSOR may determine and wherever required or permitted by law, for the proper protection of LESSOR's title to Equipment. LESSEE agrees to pay the filing fees associated with the registration or recording of this Lease or financing statement in the amount of \$90.00 ("Filing Fee"). Such Filing Fee shall be payable by LESSEE as additional rent with the first rental payment after LESSOR has paid a fee to file or record this Lease or a financing statement. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and LESSEE will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of LESSOR, so that Equipment shall remain personal property and may be removed at the option of LESSOR. LESSEE hereby authorizes LESSOR and LESSOR's assignee and each subsequent assignee to file a financing statement signed only by LESSOR or such assignee in all places where necessary to perfect LESSOR's security interest in all jurisdictions where such authorization is permitted by law.

12. INSPECTION

LESSEE shall, whenever requested, advise LESSOR of the exact location of Equipment and shall give LESSOR immediate notice of any attachment or other judicial process affecting Equipment, and indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSOR may, with prior notice, at all reasonable times enter upon any job, building or place where Equipment is located for the purpose of inspecting the Equipment.

13. DEFAULT AND REMEDIES

Each of the following will constitute an "Event of Default" hereunder: (i) LESSEE fails to pay the rental or any other sums payable hereunder when the same become due; (ii) LESSEE defaults in or fails to perform any other term or condition hereof and the failure to perform such term or condition continues for more than ten (10) days after LESSOR has sent written notice to LESSEE specifying such failure or default; (iii) LESSEE should default under the terms of any other agreement with LESSOR, or LESSOR's assignees or affiliates of LESSOR's assignees; (iv) a Trustee or Receiver shall be appointed for LESSEE or its property; (v) LESSEE shall make an assignment for the benefit of creditors; (vi) LESSEE is the subject of any proceeding under the Bankruptcy Act or becomes insolvent; (vii) LESSEE attempts to remove, sell, transfer, encumber, sublet or part with the possession of the Equipment or do any act or thing tending to impair the title of LESSOR. Upon any such Event of Default, LESSOR, at its option, may do any one or more of the following:

- A) Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by LESSEE of the applicable covenants and terms of this Lease or to recover damages for the breach of such covenants and terms thereof;
- B) Terminate LESSEE's right to possession of the Equipment under the Lease, whereupon all right, title and interest of LESSEE to or in the Equipment shall absolutely cease and thereupon LESSOR may, directly or by its agent, enter upon the premises of LESSEE or other premises where the Equipment may be and take possession thereof and thenceforth hold, possess and enjoy the same, free from any right of LESSEE or its successors or assigns, including any receiver, trustee in bankruptcy, or creditor of LESSEE, to hold or use said Equipment for any purposes whatsoever; but LESSOR shall nevertheless have a right to recover from LESSEE any and all amounts including rents which, under the terms of this Lease, may be then due and unpaid hereunder for use of said Equipment together with any other remedies set forth herein.
- C) Declare that all sums due and to become due hereunder ("Unpaid Rents") are payable forthwith.
- D) In addition to being entitled to take possession of the Equipment as hereinbefore described, recover as damages an amount equal to the Unpaid Rents, plus the residual value of the Equipment set forth on Schedule A, or if no residual value is set forth on Schedule A, the anticipated wholesale fair market value of the Equipment at the end of the Rental Term as determined in good faith by LESSOR, less the wholesale fair market value of the Equipment as of the date that the Equipment is returned to LESSOR as determined in good faith by LESSOR.

RAYMOND LEASING CORPORATION
Equipment Master Lease Agreement
Terms And Conditions

In addition to the remedies set forth above, LESSOR shall be entitled to recover a reasonable sum for attorney's fees and such expenses as shall be expended or incurred in the seizure of items of Equipment, in the collection of any amount due hereunder, in the enforcement of any other right or privilege hereunder or in any consultation or action in connection with any of the foregoing, including appeals.

The remedies provided by this section 13 shall be cumulative and shall be in addition to all other remedies in LESSOR's favor existing at law or in equity.

14. ASSIGNMENT

LESSEE shall not assign, sell, sublet, encumber or otherwise transfer this Lease or the Equipment or any rights thereto, without the prior written consent of LESSOR.

LESSOR may assign or otherwise transfer this Lease or the amounts due or to become due hereunder or its right, title and interest in and to Equipment. If any such assignment is made, LESSEE agrees that it will not assert against the assignee any claim or defense which LESSEE may have against the LESSOR; LESSEE reserving such remedies hereunder solely against LESSOR but not LESSOR's assignee. The term "LESSOR" wherever used in this Lease includes LESSOR's assignee except as the context may otherwise require or as may be otherwise stated herein.

15. POSSESSION AND USE

LESSOR covenants to and with LESSEE that LESSOR is the lawful owner of Equipment free from all encumbrances and that, conditioned upon LESSEE's performing the conditions hereof, LESSEE shall peaceably and quietly hold, possess and use Equipment during said term without hindrance.

16. RETURN OF EQUIPMENT

Upon the expiration or sooner termination of this Lease, LESSEE will immediately return the Equipment in the condition as required by Section 6 above, preparation, freight and insurance prepaid, to LESSOR or to Raymond Leasing Corporation, as directed by LESSOR or its assignee. LESSEE shall provide LESSOR with proof of shipment, such as a bill of lading or other similar document, upon shipment of the Equipment. In the event any Equipment is not returned in this required condition, LESSEE shall reimburse LESSOR for the cost of repairing the Equipment to the required condition.

An inspection to verify condition, as required by Section 6 above, must be performed by an authorized Raymond service representative prior to Equipment removal from LESSEE's premises. Such required condition is described as:

- ◆ Units may have no structural damage. No bent tractor or warped uprights, bent or dented tractor frames or out of square reach scissors. Hydraulic cylinders must not be bent, nicked or gouged. Hose reels must not be bent or damaged.
- ◆ All covers and guards must be in place with no sheet metal or glass damage.
- ◆ All parts, pieces, components and optional equipment must be present, installed and operational.
- ◆ All motors shall be in good condition with no need for armature or motor replacement.
- ◆ Each unit shall have serviceable tires that must not have cuts, gouges or chunks missing.
- ◆ Each unit shall be free of unauthorized decals, decorations, communications, graffiti or other markings or coatings.
- ◆ No excessive wear necessitating major component repair or replacement caused by lack of maintenance as detailed in Operation and Maintenance Manuals/Maintenance Instructions. (Example: material shaved off uprights due to lack of proper lubrication and/or shimming of roller bearings, bottom carriage plate worn out due to lack of lift chain adjustment, excessive drive unit wear due to lack of lubrication.) Note: These are examples only and do not constitute a full and complete list.
- ◆ Batteries must be capable of holding a charge sufficient to operate the applicable Equipment.
- ◆ Chargers must be in good operating condition with no sheet metal damage and complete with all direct current leads and plugs.

17. CONSTRUCTION OF AGREEMENT

RAYMOND LEASING CORPORATION
Equipment Master Lease Agreement
Terms And Conditions

This agreement shall be construed in accordance with the laws of the State of New York. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, such provision shall be determined null and void, but without invalidating the remaining provisions hereof. No representations, understanding, promises, options or warranties, oral or written, express or implied, and no implied warranty of merchantability or fitness of purpose, have been made by either party unless endorsed hereon in writing. Each of LESSEE and LESSOR hereby waives all rights to trial by jury in any judicial proceeding brought by it involving directly or indirectly, any matter in any way arising out of, related to, or connected with this Master Lease Agreement and/or any related schedules and/or other related documents. Further, each of LESSEE and LESSOR hereby agrees to exclude mediation and/or arbitration as alternative dispute resolution procedures with respect to any dispute arising under or in connection with this Master Lease Agreement and/or any related schedules and/or other related documents.

18. GENERAL

Time is of the essence. Waiver of any default shall not waive any other default. LESSOR's failure to require strict performance by LESSEE of any provision of this Lease shall not diminish LESSOR's right thereafter to require strict performance of any provision. Any notice required to be given shall be in writing, directed to the other party at its address shown on the face of this agreement until either party gives written notice of a different address.

Any notice, prepaid and properly addressed, shall be deemed delivered when deposited with the U.S. Mails. No obligation of LESSOR hereunder shall survive any termination of this Lease, and should LESSOR permit the use of any item of Equipment beyond the term specified therefore, the obligations of LESSEE shall continue and such permissive use shall not be construed as a renewal of the term or a waiver of any right or continuation of any obligation of LESSOR hereunder, and LESSOR may take possession of any such Equipment at any time on demand. Except as herein expressly provided, this lease is irrevocable for the full term or extended term hereof.

In the event that LESSEE shall fail to perform any of its obligations under this Lease, the LESSOR may, at its option, perform the same for the account of LESSEE without thereby waiving such default, and any amount paid or expense incurred shall be payable by the LESSEE upon demand as additional rent for the Equipment.

19. ADDITIONAL EQUIPMENT

LESSEE may, from time to time, add other units to the Schedules.

Upon notice of such action and with the submission of the applicable first month rental payment, LESSOR will add the additional Equipment to the Schedule showing Equipment covered by the Lease and immediately reissue the Schedule, dating the same and sequentially numbering the new Schedule, which shall at such time be incorporated herein by reference, to the same effect as if the revised Schedule had been a part of this Lease when initially executed by the parties hereto.

LESSOR will send a copy of such revised Schedule to LESSEE for attachment to its copy of the basic Lease Agreement.

LESSOR may terminate LESSEE's right to add additional Equipment upon thirty (30) days written notice. The termination of such right shall not affect the liability of one party to the other with respect to Equipment previously delivered.

20. ENTIRE AGREEMENT

This Lease, together with all Schedules, Certificate of Delivery and Installation, or Riders now or hereafter added, shall contain the entire Agreement of the parties related to its subject matter and supersedes all prior proposals and negotiations. It cannot be modified, amended or rescinded except in writing signed by both parties.

Cinram

RAYMOND LEASING CORPORATION
Schedule A

Date: JUN 25 2012

Agreement Number: 302801

1. Lessor and Lessee have entered into an Equipment Master Lease Agreement including this Schedule A (collectively the "Lease"), pursuant to which Lessor and Lessee have agreed to lease the Equipment described on Page iii.
2. THIS LEASE IS FOR A PERIOD OF 24 MONTHS. Lease rental Payments of \$35903.74 (and applicable taxes) are due to be made monthly, commencing on the Acceptance Date indicated on Certificate of Delivery and Installation (herein referred to as "Acceptance Date"). The first and last rental payments shall be due and payable in advance upon the signing of this Schedule A. Rental payments thereafter will be due and payable monthly on the corresponding day of each month following the Acceptance Date for the full term of the Lease. Lessee agrees to pay all taxes, filing fees and other similar charges with respect to payments made under the Master Lease Agreement and the leases related thereto.
3. Lessee has the option to purchase the Equipment under this lease at the end of the term for the Purchase Option stated below, plus any applicable taxes. If the purchase option stated below is FAIR MARKET VALUE, it will be reasonably determined by the Equipment Manufacturer.

If the Purchase Option is not exercised at the expiration of the Lease term, Lessee will immediately return this Equipment to Lessor in the same condition as received, normal wear and tear excepted. In the event any Equipment is not returned in the required condition, Lessee shall reimburse Lessor for its actual, out-of-pocket cost of repairing the Equipment to the required condition. Required condition is as described in the Equipment Master Lease Agreement, Section 16, RETURN OF EQUIPMENT.

4. Except as amended herein, the aforesaid Equipment Master Lease Agreement, as such, may have been previously amended, shall remain in full force and effect.
5. Purchase Option: Fair Market Value
6. Excess Use Charge:

The rental rate set forth herein is based upon average monthly usage of the Equipment as stated below. The Allowable Hours for the Equipment leased hereunder shall be equal to the number of months in the Term, as set forth in section 2 of this Schedule A, multiplied by the monthly usage selected herein. In the event that the Equipment has been used in excess of the Allowable Hours when it is returned to LESSOR or its assignee, then LESSEE shall pay to LESSOR or its assignee, an amount equal to the overtime charge multiplied by the number of hours in excess of the Allowable Hours.

<u>Allowable Hours</u>	<u>Overtime Charge</u>
<input checked="" type="checkbox"/> 166.67 hrs (2000 hrs/yr)	\$
<input type="checkbox"/> n/a 333.33 hrs (4000 hrs/yr)	
<input type="checkbox"/> n/a 500 hrs (6000 hrs/yr)	

AGREED TO AND ACCEPTED AS OF: By execution hereof, the signer certifies having read, accepted and duly executed this Equipment Master Lease Agreement on behalf of Lessee.

Lessee CINRAM DISTRIBUTION LLC
 By: Melissa P Conrad
 (Authorized Signature)
 Title: Finance Director
 Dated: 5-24-12

Lessor: Brauer Material Handling Systems, Inc.
 By: [Signature]
 (Authorized Signature)
 Title: President
 Dated: 5-23-12

RAYMOND LEASING CORPORATION
Schedule A

7. **ASSIGNMENT:** FOR VALUE RECEIVED, the undersigned does hereby sell, assign, transfer and set over to RAYMOND LEASING CORPORATION its successors and assigns, all of the undersigned's right, title and interest in and to the foregoing Lease (herein called Instrument), the Equipment covered thereby and all rents and other sums due, or to become due, thereunder.
- a. Undersigned warrants that the Instrument is genuine, collectible, enforceable, contains the entire Agreement of the parties with respect to the property covered thereby, and is and will continue free from defense and offsets; all signatures, names and addresses, amounts and other statements contained therein are genuine, true and correct; the property has been delivered to the LESSEE in satisfactory condition and has been accepted by LESSEE; the Instrument evidences a valid reservation of title to or first lien upon the property covered thereby and has been filed or recorded, if permitted or required by law, as to be effective against all persons.
 - b. Undersigned agrees, on RAYMOND LEASING CORPORATION'S request to assist RAYMOND LEASING CORPORATION in collecting sums due under the Instrument and in enforcing RAYMOND LEASING CORPORATION'S right to repossess in the event of a default.

AGREED TO AND ACCEPTED AS OF:

By execution hereof, the signer certifies having read, accepted and duly executed this Equipment Master Lease Agreement on behalf of Lessee.

Attest:
Title: Sales Coordinator
Dated: 5.23.12

Lessor: Brauer Material Handling Systems, Inc.
By:
Title: President
Dated: 5.23.12

ASSIGNMENT ACCEPTED
RAYMOND LEASING CORP
GREENE, NEW YORK 13778

AUTHORIZED SIGNATURE

RAYMOND LEASING CORPORATION
Schedule A

Date: JUN 25 2012
Equipment Description Lines

Agreement Number: 302801

Quantity	Manufacturer	Description	Model	Serial Number
15	Reaco	BATTERY	12-85-13	<i>see attached packing slip</i>
16	Reaco	BATTERY	18-125-11	
13	Reaco	BATTERY	18-125-13	
9	Reaco	BATTERY	24-125-13	
8	Raymond	Walkie	112TMFRE60L	
10	Raymond	Orderpicker	560OPC30TT	
9	Raymond	Counterbalance	DSSC30	
4	Raymond	Walkie	8500FRC60L	
8	Raymond	Swing-Reach	SACSR30T	
1	Tusk	Propane	Propane	
5	Raymond	Counterbalance	470C50	
5	DEKA	CHARGER	3PH	
2	Raymond	Orderpicker	560OPC30TT	
1	Raymond	Swing-Reach	SACSR30T	
2	Raymond	Swing-Reach	SACSR30T	

EquipDesc	Model	EquipSerNumb	EquipDesc	Model	EquipSerNumb
Walkie	112TMFRE60L	112-04-51619	BATTERY	24-125-13	MHJ1002126
Walkie	112TMFRE60L	112-04-51624	BATTERY	24-125-13	MHJ1002127
Walkie	112TMFRE60L	112-04-51625	BATTERY	24-125-13	R30897
Walkie	112TMFRE60L	112-04-51626	BATTERY	24-125-13	R30898
Walkie	112TMFRE60L	112-04-51627	BATTERY	24-125-13	R30899
Walkie	112TMFRE60L	112-04-51629	Battery	24-125-13	R36965
Walkie	112TMFRE60L	112-04-51630	Battery	24-125-13	R36966
Walkie	112TMFRE60L	112-04-51633	Battery	24-125-13	R36967
Battery	12-85-13	R37002	Battery	24-125-13	R36968
Battery	12-85-13	R37003	Charger	3PH	207CS51301
Battery	12-85-13	R37004	Charger	3PH	207CS51302
Battery	12-85-13	R37005	Charger	3PH	207CS51303
Battery	12-85-13	R37006	Charger	3PH	207CS53305
Battery	12-85-13	R37007	Charger	3PH	207CS53306
Battery	12-85-13	R37008	Counterbalance	470C50	470-07-HM10290
Battery	12-85-13	R37009	Counterbalance	470C50	470-07-HM10291
Battery	12-85-13	R37010	Counterbalance	470C50	470-07-HM10292
Battery	12-85-13	R37011	Counterbalance	470C50	470-07-HM10319
Battery	12-85-13	R37012	Counterbalance	470C50	470-07-HM10320
Battery	12-85-13	R37013	Orderpicker	560OPC30TT	560-06-B01571
Battery	12-85-13	R37014	Orderpicker	560OPC30TT	560-06-B01572
Battery	12-85-13	R37015	Orderpicker	560OPC30TT	560-08-B07304
Battery	12-85-13	R37016	Orderpicker	560OPC30TT	560-08-B07306
Battery	18-125-11	R36982	Orderpicker	560OPC30TT	560-08-B07315
Battery	18-125-11	R36983	Orderpicker	560OPC30TT	560-08-B07321
Battery	18-125-11	R36984	Orderpicker	560OPC30TT	560-08-B07322
Battery	18-125-11	R36985	Orderpicker	560OPC30TT	560-08-B07388
Battery	18-125-11	R36986	Orderpicker	560OPC30TT	560-08-B07389
Battery	18-125-11	R36987	Orderpicker	560OPC30TT	560-08-B07390
Battery	18-125-11	R36988	Orderpicker	560OPC30TT	560-08-B07391
Battery	18-125-11	R36989	Orderpicker	560OPC30TT	560-08-B07392
Battery	18-125-11	R36990	Walkie	8500FRC60L	850-06-63971
Battery	18-125-11	R36991	Walkie	8500FRC60L	850-06-63972
Battery	18-125-11	R36992	Walkie	8500FRC60L	850-06-63976
Battery	18-125-11	R36993	Walkie	8500FRC60L	850-06-63977
Battery	18-125-11	R36994	Counterbalance	DSSC30	DSS-04-05862
Battery	18-125-11	R36995	Counterbalance	DSSC30	DSS-04-05863
Battery	18-125-11	R36996	Counterbalance	DSSC30	DSS-04-05864
Battery	18-125-11	R36997	Counterbalance	DSSC30	DSS-04-05865
Battery	18-125-13	R36969	Counterbalance	DSSC30	DSS-04-05866
Battery	18-125-13	R36970	Counterbalance	DSSC30	DSS-04-06536
Battery	18-125-13	R36971	Counterbalance	DSSC30	DSS-04-06537
Battery	18-125-13	R36972	Counterbalance	DSSC30	DSS-04-06539
Battery	18-125-13	R36973	Counterbalance	DSSC30	DSS-04-06540
Battery	18-125-13	R36974	Swing-Reach	SACSR30T	SA-06-05244
Battery	18-125-13	R36975	Swing-Reach	SACSR30T	SA-06-05245
Battery	18-125-13	R36976	Swing-Reach	SACSR30T	SA-08-05955
Battery	18-125-13	R36977	Swing-Reach	SACSR30T	SA-08-05959
Battery	18-125-13	R36978	Swing-Reach	SACSR30T	SA-08-05962
Battery	18-125-13	R36979	Swing-Reach	SACSR30T	SA-08-05963
Battery	18-125-13	R36980	Swing-Reach	SACSR30T	SA-08-05964
Battery	18-125-13	R36981	Swing-Reach	SACSR30T	SA-08-05965
Propane	TUSKC50	593776	Swing-Reach	SACSR30T	SA-08-05966
			Swing-Reach	SACSR30T	SA-08-05968
			Swing-Reach	SACSR30T	SA-08-05969

RAYMOND LEASING CORPORATION
Certificate of Delivery and Installation

Date: JUN 25 2012

Agreement Number: 302801

The Lease between Brauer Material Handling Systems, Inc. (the "LESSOR") and CINRAM DISTRIBUTION LLC (the "LESSEE")

Quantity	Manufacturer	Description	Model	Serial Number
15	Reaco	BATTERY	12-85-13	
16	Reaco	BATTERY	18-125-11	
13	Reaco	BATTERY	18-125-13	
9	Reaco	BATTERY	24-125-13	
8	Raymond	Walkie	112TMFRE60L	
10	Raymond	Orderpicker	560OPC30TT	
9	Raymond	Counterbalance	DSSC30	
4	Raymond	Walkie	8500FRC60L	
8	Raymond	Swing-Reach	SACSR30T	
1	Tusk	Propane	Propane	
5	Raymond	Counterbalance	470C50	
5	DEKA	CHARGER	3PH	
2	Raymond	Orderpicker	560OPC30TT	
1	Raymond	Swing-Reach	SACSR30T	
2	Raymond	Swing-Reach	SACSR30T	

Equipment Location: 400 Sanford Road
 Lavergne, TN 37086

County: Rutherford

* For additional Equipment Description, use Page ii.

- ITEMS OF EQUIPMENT:**
 The LESSEE hereby certifies and warrants to LESSOR that the above items of Equipment have been delivered to the location indicated above, tested and inspected by the LESSEE, or LESSEE has had reasonable opportunity to do so, found to be in good order and accepted as items of Equipment under the Lease, all on the Acceptance Date indicated below. The serial number of each item of Equipment, as specified above, has been verified. LESSEE approves full payment therefore by LESSOR to supplier(s).
- REPRESENTATIONS BY THE LESSEE:**
 The LESSEE hereby represents and warrants to LESSOR that (i) no Event of Default or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default under the Lease has occurred and is continuing, and (ii) the LESSEE has obtained, and there are in full force and effect, all insurance policies with respect to the Equipment and public liability required to be obtained under the terms of the Lease.
- SHOULD LESSEE HEREAFTER DISCOVER ANY DEFECT, UNFITNESS OR FAILURE OF PERFORMANCE OF EQUIPMENT (INCLUDING, WITHOUT LIMITATION, SOFTWARE SYSTEMS AND PROGRAMMING), LESSEE'S OBLIGATIONS TO LESSOR, INCLUDING THE OBLIGATION TO PAY RENTS WHEN DUE, REMAIN IN EFFECT AS MORE FULLY STATED IN THE TERMS AND CONDITIONS OF THE LEASE. IN SUCH EVENT, LESSEE'S EXCLUSIVE RECOURSE SHALL BE AGAINST THE MANUFACTURER, SUPPLIER, PROGRAMMER AND/OR SERVICING AGENT FOR THE EQUIPMENT, AS IN LESSEE'S JUDGMENT APPEARS APPROPRIATE.**

Acceptance Date: 5-24-12

6/14/12

Raymond is a registered trademark of The Raymond Corporation.

All rights reserved.

EquipDesc	Model	EquipSerNumb	EquipDesc	Model	EquipSerNumb
Walkie	112TMFRE60L	112-04-51619	BATTERY	24-125-13	MHJ1002126
Walkie	112TMFRE60L	112-04-51624	BATTERY	24-125-13	MHJ1002127
Walkie	112TMFRE60L	112-04-51625	BATTERY	24-125-13	R30897
Walkie	112TMFRE60L	112-04-51626	BATTERY	24-125-13	R30898
Walkie	112TMFRE60L	112-04-51627	BATTERY	24-125-13	R30899
Walkie	112TMFRE60L	112-04-51629	Battery	24-125-13	R36965
Walkie	112TMFRE60L	112-04-51630	Battery	24-125-13	R36966
Walkie	112TMFRE60L	112-04-51633	Battery	24-125-13	R36967
Battery	12-85-13	R37002	Battery	24-125-13	R36968
Battery	12-85-13	R37003	Charger	3PH	207CS51301
Battery	12-85-13	R37004	Charger	3PH	207CS51302
Battery	12-85-13	R37005	Charger	3PH	207CS51303
Battery	12-85-13	R37006	Charger	3PH	207CS53305
Battery	12-85-13	R37007	Charger	3PH	207CS53306
Battery	12-85-13	R37008	Counterbalance	470C50	470-07-HM10290
Battery	12-85-13	R37009	Counterbalance	470C50	470-07-HM10291
Battery	12-85-13	R37010	Counterbalance	470C50	470-07-HM10292
Battery	12-85-13	R37011	Counterbalance	470C50	470-07-HM10319
Battery	12-85-13	R37012	Counterbalance	470C50	470-07-HM10320
Battery	12-85-13	R37013	Orderpicker	560OPC30TT	560-06-B01571
Battery	12-85-13	R37014	Orderpicker	560OPC30TT	560-06-B01572
Battery	12-85-13	R37015	Orderpicker	560OPC30TT	560-08-B07304
Battery	12-85-13	R37016	Orderpicker	560OPC30TT	560-08-B07306
Battery	18-125-11	R36982	Orderpicker	560OPC30TT	560-08-B07315
Battery	18-125-11	R36983	Orderpicker	560OPC30TT	560-08-B07321
Battery	18-125-11	R36984	Orderpicker	560OPC30TT	560-08-B07322
Battery	18-125-11	R36985	Orderpicker	560OPC30TT	560-08-B07388
Battery	18-125-11	R36986	Orderpicker	560OPC30TT	560-08-B07389
Battery	18-125-11	R36987	Orderpicker	560OPC30TT	560-08-B07390
Battery	18-125-11	R36988	Orderpicker	560OPC30TT	560-08-B07391
Battery	18-125-11	R36989	Orderpicker	560OPC30TT	560-08-B07392
Battery	18-125-11	R36990	Walkie	8500FRC60L	850-06-63971
Battery	18-125-11	R36991	Walkie	8500FRC60L	850-06-63972
Battery	18-125-11	R36992	Walkie	8500FRC60L	850-06-63976
Battery	18-125-11	R36993	Walkie	8500FRC60L	850-06-63977
Battery	18-125-11	R36994	Counterbalance	DSSC30	DSS-04-05862
Battery	18-125-11	R36995	Counterbalance	DSSC30	DSS-04-05863
Battery	18-125-11	R36996	Counterbalance	DSSC30	DSS-04-05864
Battery	18-125-11	R36997	Counterbalance	DSSC30	DSS-04-05865
Battery	18-125-13	R36969	Counterbalance	DSSC30	DSS-04-05866
Battery	18-125-13	R36970	Counterbalance	DSSC30	DSS-04-06536
Battery	18-125-13	R36971	Counterbalance	DSSC30	DSS-04-06537
Battery	18-125-13	R36972	Counterbalance	DSSC30	DSS-04-06539
Battery	18-125-13	R36973	Counterbalance	DSSC30	DSS-04-06540
Battery	18-125-13	R36974	Swing-Reach	SACSR30T	SA-06-05244
Battery	18-125-13	R36975	Swing-Reach	SACSR30T	SA-06-05245
Battery	18-125-13	R36976	Swing-Reach	SACSR30T	SA-08-05955
Battery	18-125-13	R36977	Swing-Reach	SACSR30T	SA-08-05959
Battery	18-125-13	R36978	Swing-Reach	SACSR30T	SA-08-05962
Battery	18-125-13	R36979	Swing-Reach	SACSR30T	SA-08-05963
Battery	18-125-13	R36980	Swing-Reach	SACSR30T	SA-08-05964
Battery	18-125-13	R36981	Swing-Reach	SACSR30T	SA-08-05965
Propane	TUSKC50	593776	Swing-Reach	SACSR30T	SA-08-05966
			Swing-Reach	SACSR30T	SA-08-05968
			Swing-Reach	SACSR30T	SA-08-05969

RAYMOND LEASING CORPORATION
Certificate of Delivery and Installation

Name of Lessee: CINRAM DISTRIBUTION LLC

Signed By: Melissa P. Anderson Conrad

Title: Finance Director

Exhibit “C”

RAYMOND LEASING CORPORATION
Equipment Master Lease Agreement
Terms And Conditions

Date: MAR 21 2008

Agreement Number: 22268

Cinram Wireless LLC

LESSEE Name and Address
Cinram Wireless LLC
5300 West Port Parkway
Fortworth, Texas 76177
DBA Name (if any)
Telephone: ()

LESSOR Name and Address
N.J. Malin & Associates, L.P.
P.O. Box 797
Addison, Texas 75001
Telephone: (972) 458-2680

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LEASE TO BE EXECUTED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN. LESSEE ACKNOWLEDGES RECEIPT OF A COPY OF THIS LEASE.

LESSEE
Lessee Name: Cinram Wireless LLC
By: <u>J. Trent Mulrooney</u>
Typed Name: <u>TRENT Mulrooney</u>
Title: <u>VICE PRESIDENT OPERATIONS</u>
WITNESS OR ATTEST:

LESSOR
Lessor Name: N.J. Malin & Associates L.P.
By: <u>Robert E. McCarter</u>
Typed Name: <u>Robert McCarter</u>
Title: <u>CEO</u>
WITNESS OR ATTEST:

(If Corporation, authorized person must sign and state his title. If Partnership, partner must sign firm name and also sign as partner. If Proprietorship, Agreement should be in name of, and signed by, individual owner and also show the name under which individual does business. If Limited Liability Corporation, authorized person must sign and state his title.)

Notice of Assignment

ASSIGNMENT: FOR VALUE RECEIVED, the undersigned Lessor does hereby sell, assign, transfer and set over to RAYMOND LEASING CORPORATION its successors and assigns, all of the undersigned's right, title and interest in and to the foregoing Lease (herein called Instrument), the Equipment covered thereby and all rentals and other sums due or to become due thereunder.

- Undersigned Lessor warrants that the Instrument is genuine, collectible, enforceable, contains the entire Agreement of the parties with respect to the property covered thereby, and is and will continue free from defenses and offsets; all signatures, names and addresses, amounts and other statements contained therein are genuine, true and correct; the property has been delivered to the LESSEE in satisfactory condition and has been accepted by LESSEE, the Instrument evidences a valid reservation of title to or first lien upon the property covered thereby and has been so filed or recorded, if permitted or required by law, as to be effective against all persons.
- Undersigned Lessor agrees, on RAYMOND LEASING CORPORATION's request, to assist RAYMOND LEASING CORPORATION in collecting sums due under the Instrument and in enforcing RAYMOND LEASING CORPORATION'S right to repossess in the event of a default.

ASSIGNMENT ACCEPTED

Attest: RAYMOND LEASING CORP.
 Date: Greene, New York 13778

Lessor: N.J. Malin & Associates L.P.
 By: Robert E. McCarter
 Title: CEO

By: Darren Springton
Authorized Signature MAR 21 2008

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RAYMOND

Raymond Leasing Corporation
Corporate Headquarters
20 South Canal Street, PO Box 130
Greene, New York 13770-0130

Telephone 607-656-2311
Fax 607-656-7593

CONTINUING GROSS CORPORATE GUARANTEE

As a material inducement to and, in consideration of financial accommodations given or to be given to **QRNRAM WIRELESS LLC** (herein called the Lessee) by **RAYMOND LEASING CORPORATION** (herein called the Lessor), and in consideration of the Lessor's agreeing to deal with the Lessee, the undersigned corporation hereby unconditionally guarantees payment to the Lessor of all liabilities and indebtedness which the Lessee has incurred or is under, or may incur, or be under now and in the future to the Lessor, under Equipment Master Lease Agreement # _____ with related Schedules now and in the future entered into between Lessor and Lessee on or about _____ (herein called the Lease).

The Lessor may apply all money received from the Lessee or otherwise, or from collateral, upon such part of the Lessee's indebtedness as the Lessor may think best, without in any way limiting or lessening the liabilities of the undersigned under this guarantee. This guarantee is not conditioned upon the nature, extent, validity, enforceability or value of any collateral or security which Lessor may now or hereafter hold in respect of indebtedness hereby guaranteed, nor of any other guarantee or obligation held in respect thereof. The Lessor shall not be bound to exhaust its recourse nor to take any action against the Lessee or other parties or on the collateral it may hold before being entitled to payment by the undersigned of all amounts hereby guaranteed, but may make such demands and take such action as it deems advisable.

This shall be a continuing guarantee and shall be binding without notice to the undersigned of its acceptance, and shall cover all liabilities which the Lessee may incur or be under the Lease until the undersigned shall have given the Lessor notice in writing to make no further advances on the security of this guarantee; provided that such notice by the undersigned shall not lessen or diminish in any way the liability of the undersigned on any indebtedness or liability under the Lease incurred prior to the giving of such notice; and in event of such notice, the Lessor may cease to make any further advances to the Lessee.

Notice of default on the part of the Lessee is hereby waived; and the undersigned agrees to remain bound notwithstanding any extensions or renewals of any indebtedness or the liabilities under the Lease hereby guaranteed or any part thereof; and consent is hereby given to the Lessor to make such renewal and extensions as the Lessor at its option further compound and settle with the Lessee or any other guarantor, and Lessor may substitute, surrender or release any collateral which it may now or hereafter hold belonging to the Lessee or which secures the liabilities and indebtedness hereby guaranteed, or any other guarantor thereof, all without notice to the undersigned and without affecting in any way the obligations of the undersigned to the Lessor.

The undersigned represents that its economic interests are benefited by the financial accommodations provided to said Lessee, whether by subsidiary or affiliate relationships or by trade relationships with said Lessee. If this guarantee be referred to an attorney for enforcement or for collection, the non-prevailing party agrees to pay the costs and expenses of such action including reasonable attorney's fees whether or not suit is commenced.

AGREEMENT TO JURISDICTION OF UNITED STATES COURTS

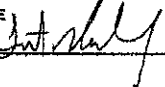
Guarantor hereby irrevocably consents to the personal jurisdiction of the State and Federal Courts of the United States. Guarantor acknowledges that Guarantor has transacted and has done business in the United States and in the State of New York by executing this guarantee. Guarantor acknowledges that this Guarantee has occurred in the United States and State of New York. Guarantor hereby irrevocably waives any procedural or substantive challenge to the exercise of personal jurisdiction over Guarantor in the State and Federal Courts of the United States.

JURY TRIAL WAIVER

Guarantor hereby irrevocably waives the right to seek a trial by jury in any action brought by Lessor or its assigns to enforce the terms of this Guarantee.

ACKNOWLEDGMENT OF CORPORATE AUTHORIZATION OF SIGNATORY

Guarantor hereby acknowledges that the individual executing this document on behalf of Guarantor has full authorization and capacity to do so on behalf of Guarantor and to fully bind Guarantor to this Guarantee and that all acts necessary to grant such authorization and capacity to the individual executing this document on behalf of Guarantor have been duly and properly undertaken.

NAME	TITLE	SIGNATURE
TRENT MURPHY	VP Operations	

(Must be signed by someone other than individuals signing below)

RAYMOND

Raymond Leasing Corporation
Corporate Headquarters
20 South Canal Street, PO Box 130
Greene, New York 13778-0130

Telephone 607-856-2311
Fax 607-856-7595

Continued

ACKNOWLEDGMENT AND CONSENT TO ASSIGNMENT

All covenants and agreements contained herein on behalf of Guarantor shall bind Guarantor's Successors and assigns and shall inure to the benefit of Lessor and its assigns. Guarantor acknowledges that Lessor may assign the Master Lease Agreement, Schedule and the Cross Corporate Guarantee and expressly consents to such assignment. Guarantor shall not have the right to assign Guarantor's rights and obligations under this Cross Corporate Guarantee, without the express written consent of Lessor or its assigns, which consent shall not be unreasonably withheld.

WAIVER OF SERVICE OF PLEADINGS PURSUANT TO INTERNATIONAL TREATY OR CONVENTION

Guarantor hereby expressly waives the right to be served with legal process, summons, demand or complaint pursuant to the provisions of any International Treaty or Convention including, but not limited to, the right to require service pursuant to the Hague Convention. Guarantor hereby agrees with legal process, summons, demand or complaint by way of Federal Express, DHL or other courier service. Guarantor hereby waives any procedural or substantive challenge it has, or may have, to service of legal process, summons, demand or complaint by way of Federal Express, DHL or other courier service.

Dated at _____ This _____ day of _____, 20____.

CINRAM INTERNATIONAL INC.
(Guarantor Corporation)

BY: LEWIS RITCHIE and BY: _____

ITS: CFO ITS: _____

[Signature]
SIGNATURE

SIGNATURE

RAYMOND LEASING CORPORATION
(Lessor Corporation)

BY: James E. Davis

ITS: Credit Manager

[Signature]
SIGNATURE

RAYMOND LEASING CORPORATION
Equipment Master Lease Agreement
Terms And Conditions

RAYMOND

1. LEASE OF EQUIPMENT

Subject to the terms and conditions hereof, LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the personal property described in Schedule A or on any Supplemental Schedule(s) (hereinafter collectively referred to as "Schedule") complete with all additions, attachments, accessories and replacement parts described therein (hereinafter collectively referred to as "Equipment").

2. RENTAL TERM

The Rental Term of the Lease for Equipment shall commence on the date of LESSEE's execution of the Certificate of Delivery and Installation ("Acceptance Date"). The Rental Term of the Lease shall run for the number of months specified in the Schedule(s) measured from the Acceptance Date, unless otherwise terminated or extended, pursuant to the provisions of this Lease.

In the event that LESSEE does not return the Equipment in accordance with section 16 hereof, the Rental Term shall be automatically extended on a month-to-month basis and the monthly rental for such extension shall be equal to 150% of the monthly rental set forth in the Schedule applicable to the Equipment and all other terms of this Agreement shall apply during the extended term.

3. DELIVERY

LESSOR agrees to cause Equipment to be delivered to LESSEE but assumes no liability for loss or damage arising from late delivery or nonfulfillment of contract by reason of fires, strikes, delays in transportation, regulations of the United States Government, or any cause unavoidable or beyond the control of the LESSOR. Equipment shall be delivered to LESSEE at LESSEE'S expense and shall be kept and used at the location set out in the Certificate of Delivery and Installation.

4. RENTAL

LESSEE agrees to pay the monthly rental charge set forth in the Schedule(s) in advance. In addition, any applicable sales or use tax shall be paid by LESSEE in the manner prescribed by the state in which the Equipment is located. Upon signing the Schedule(s), LESSEE shall pay LESSOR the first & last monthly rental charge. Upon the Acceptance Date of the Equipment LESSEE shall pay the transportation charges computed from the manufacturer's plant. On the corresponding day of each month thereafter, LESSEE shall continue making the remaining monthly payments until the total rental shall have been paid in full. LESSEE acknowledges and agrees that its obligations hereunder, including, without limitation, its obligation to make payments, shall be unconditional and irrevocable under any and all circumstances, shall not be subject to cancellation, termination, modification, or repudiation by LESSEE, and shall be paid and performed by LESSEE without notice or demand and without any abatement, reduction, diminution, setoff, defense, counterclaim or recoupment whatsoever.

The monthly rental shall be paid to LESSOR at its above address or at such other address as LESSOR shall direct in writing. If any rental payment hereunder is made subsequent to the tenth day following its due date, such payment, whenever made, may bear interest at the option of LESSOR, at the highest lawful contract rate, not to exceed one and one half percent per month, computed thereon from its due date to the date when paid.

5. LOCATION AND IDENTIFICATION OF EQUIPMENT

Equipment shall be located at the address to which Equipment is to be shipped, as set forth in the Certificate of Delivery and Installation, and shall not be removed from such location without the prior written consent of LESSOR. LESSEE will not change or remove any insignia or lettering which is on Equipment at the time of delivery thereof or which is thereafter placed thereon indicating LESSOR's ownership thereof, and at any time during the term of this Lease, upon request of LESSOR, LESSEE will affix to Equipment, in a prominent place, labels, plates or other such markings supplied by LESSOR stating that Equipment is owned by LESSOR.

6. OPERATION, MAINTENANCE, CARE AND DAMAGE

LESSEE covenants not to allow the use of Equipment by other than trained and competent employees of LESSEE. LESSEE covenants and warrants that, during the term hereof, the Equipment shall at all times be used and operated in compliance with the laws of the jurisdiction in which it is located, and with the provisions of all applicable insurance policies and manufacturer's operation manuals and in compliance with all acts, rules, regulations, or orders of any administrative or government body having the authority to regulate the use or operation of the Equipment. LESSEE shall pay all costs and expenses of operation.

LESSEE agrees during the life of this Lease, at its own cost and expense, to maintain Equipment in the condition it is received by LESSEE, make all regular maintenance inspections called for by the Operations and

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RAYMOND LEASING CORPORATION
Equipment Master Lease Agreement
Terms And Conditions

Maintenance Manual, perform all necessary repairs and to return Equipment to LESSOR at the end of this Lease or the early termination thereof for any reason in the same condition as received, reasonable wear and tear excepted, as defined in Section 16. LESSEE shall pay or reimburse LESSOR for any loss due to damage to, or destruction of, Equipment from any cause whatsoever. Repair and maintenance work shall be performed only by qualified persons who are acceptable to LESSOR.

LESSEE shall not, without prior approval of LESSOR, affix or install any accessories, replacements or other device to the Equipment and all repairs, replacements, accessories, attachments and devices furnished or affixed to such Equipment, unless otherwise agreed to in writing, shall be the property of the LESSOR.

7. WARRANTY

LESSEE agrees that (a) each unit of Equipment is of a size, type and capacity selected by LESSEE, (b) each unit is suitable for LESSEE's purposes and contains all necessary safety options, and that LESSOR has made no representation or warranty, expressed or implied, with respect to the Equipment. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LESSOR will deliver to LESSEE the factory warranty for each new unit of Equipment to enable LESSEE to obtain customary warranty service furnished on such units during the term of this Lease.

8. LIABILITY

LESSEE assumes all risk and liability arising from LESSEE's possession, use and operation of Equipment from the point of shipment to LESSEE to the point of receipt by LESSOR and agrees to indemnify and hold LESSOR harmless from any and all of the following, whether the same be actual or alleged unless directly caused by the negligence of LESSOR: all loss, damage, claims, suits, taxes, liens, penalties, fines, liability and expense (including attorney's fees) howsoever arising or incurred because of such possession, use and operation of Equipment including, but not limited to, damages for injuries or death to persons or injury to or destruction of property, claims and liens for storage, labor and materials and all loss of, and damage to, Equipment.

9. INSURANCE

LESSEE, at its own expense, shall keep Equipment insured at the full replacement value thereof against fire and theft and under extended coverage and shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$1 million. All such insurance shall be with loss payable to LESSOR and LESSOR's assignees, as their interest may appear, and shall be in amounts and with companies acceptable to LESSOR. In addition, LESSOR and LESSOR's assignees shall be named as an additional insured on all public liability insurance policies. LESSEE, on request of LESSOR, shall furnish certificates of such insurance to LESSOR which shall provide for thirty (30) days prior notice of cancellation.

10. COMPLIANCE WITH LAWS AND TAXES

Unless otherwise agreed in writing by the parties, LESSOR will declare and pay when due all license fees, registration fees, assessments, charges and taxes, whether municipal, state or federal, including, but not limited to sales, use, excise and property taxes, and penalties and interest with respect thereto, excluding, however, any taxes based on, or measured solely by, LESSEE'S net income. The amount of all said taxes, fees and similar charges shall be payable by LESSEE as additional rent with the first rental payment after LESSOR has paid any such charges.

11. TITLE OF LESSOR; RECORDING

Title to Equipment shall at all times remain in LESSOR. LESSEE shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges, or other judicial process of every kind whatsoever. LESSEE shall give LESSOR immediate written notice thereof and shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSEE will cooperate with LESSOR and take whatever action may be necessary, including signing documents, to enable LESSOR to file, register or record, and refile, re-register or re-record, this Lease or evidence hereof, whether memorandum of Lease or financing statement, in such offices as LESSOR may determine and wherever required or permitted by law, for the proper protection of LESSOR's title to Equipment. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and LESSEE will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of LESSOR, so that Equipment shall remain personal property and may be removed at the option of LESSOR. LESSEE hereby authorizes LESSOR and LESSOR's assignee and each subsequent assignee to file a financing statement signed only by LESSOR or such assignee in all places where necessary to perfect LESSOR's security interest in all jurisdictions where such authorization is permitted by law.

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RAYMOND LEASING CORPORATION
Equipment Master Lease Agreement
Terms And Conditions

12. INSPECTION

LESSEE shall, whenever requested, advise LESSOR of the exact location of Equipment and shall give LESSOR immediate notice of any attachment or other judicial process affecting Equipment, and indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSOR may, with prior notice, at all reasonable times enter upon any job, building or place where Equipment is located for the purpose of inspecting the Equipment.

13. DEFAULT AND REMEDIES

Each of the following will constitute an "Event of Default" hereunder: (i) LESSEE fails to pay the rental or any other sums payable hereunder when the same become due; (ii) LESSEE defaults in or fails to perform any other term or condition hereof and the failure to perform such term or condition continues for more than ten (10) days after LESSOR has sent written notice to LESSEE specifying such failure or default; (iii) LESSEE should default under the terms of any other agreement with LESSOR, or LESSOR's assignees or affiliates of LESSOR's assignees; (iv) a Trustee or Receiver shall be appointed for LESSEE or its property; (v) LESSEE shall make an assignment for the benefit of creditors; (vi) LESSEE is the subject of any proceeding under the Bankruptcy Act or becomes insolvent; (vii) LESSEE attempts to remove, sell, transfer, encumber, sublet or part with the possession of the Equipment or do any act or thing tending to impair the title of LESSOR. Upon any such Event of Default, LESSOR, at its option, may do any one or more of the following:

- A) Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by LESSEE of the applicable covenants and terms of this Lease or to recover damages for the breach of such covenants and terms thereof;
- B) Terminate LESSEE's right to possession of the Equipment under the Lease, whereupon all right, title and interest of LESSEE to or in the Equipment shall absolutely cease and thereupon LESSOR may, directly or by its agent, enter upon the premises of LESSEE or other premises where the Equipment may be and take possession thereof and thenceforth hold, possess and enjoy the same, free from any right of LESSEE or its successors or assigns, including any receiver, trustee in bankruptcy, or creditor of LESSEE, to hold or use said Equipment for any purposes whatsoever; but LESSOR shall nevertheless have a right to recover from LESSEE any and all amounts including rents which, under the terms of this Lease, may be then due and unpaid hereunder for use of said Equipment together with any other remedies set forth herein.
- C) Declare that all sums due and to become due hereunder ("Unpaid Rents") are payable forthwith.
- D) In addition to being entitled to take possession of the Equipment as hereinbefore described, recover as damages an amount equal to the Unpaid Rents, plus the residual value of the Equipment set forth on Schedule A, or if no residual value is set forth on Schedule A, the anticipated wholesale fair market value of the Equipment at the end of the Rental Term as determined in good faith by LESSOR, less the wholesale fair market value of the Equipment as of the date that the Equipment is returned to LESSOR as determined in good faith by LESSOR.

In addition to the remedies set forth above, LESSOR shall be entitled to recover a reasonable sum for attorney's fees and such expenses as shall be expended or incurred in the seizure of items of Equipment, in the collection of any amount due hereunder, in the enforcement of any other right or privilege hereunder or in any consultation or action in connection with any of the foregoing, including appeals.

The remedies provided by this section 13 shall be cumulative and shall be in addition to all other remedies in LESSOR's favor existing at law or in equity.

14. ASSIGNMENT

LESSEE shall not assign, sell, sublet, encumber or otherwise transfer this Lease or the Equipment or any rights thereto, without the prior written consent of LESSOR.

LESSOR may assign or otherwise transfer this Lease or the amounts due or to become due hereunder or its right, title and interest in and to Equipment. If any such assignment is made, LESSEE agrees that it will not assert against the assignee any claim or defense which LESSEE may have against the LESSOR; LESSEE reserving such remedies hereunder solely against LESSOR but not LESSOR's assignee. The term "LESSOR" wherever used in this Lease includes LESSOR's assignee except as the context may otherwise require or as may be otherwise stated herein.

15. POSSESSION AND USE

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RAYMOND LEASING CORPORATION
Equipment Master Lease Agreement
Terms And Conditions

LESSOR covenants to and with LESSEE that LESSOR is the lawful owner of Equipment free from all encumbrances and that, conditioned upon LESSEE's performing the conditions hereof, LESSEE shall peaceably and quietly hold, possess and use Equipment during said term without hindrance.

16. RETURN OF EQUIPMENT

Upon the expiration or sooner termination of this Lease, LESSEE will immediately return the Equipment in the condition as required by Section 6 above, preparation, freight and insurance prepaid, to LESSOR or to Raymond Leasing Corporation, as directed by LESSOR or its assignee. LESSEE shall provide LESSOR with proof of shipment, such as a bill of lading or other similar document, upon shipment of the Equipment. In the event any Equipment is not returned in this required condition, LESSEE shall reimburse LESSOR for the cost of repairing the Equipment to the required condition.

An inspection to verify condition, as required by Section 6 above, must be performed by an authorized Raymond service representative prior to Equipment removal from LESSEE's premises. Such required condition is described as:

- * Units may have no structural damage. No bent tractor or warped uprights, bent or dented tractor frames or out of square reach scissors. Hydraulic cylinders must not be bent, nicked or gouged. Hose reels must not be bent or damaged.
- * All covers and guards must be in place with no sheet metal or glass damage.
- * All parts, pieces, components and optional equipment must be present, installed and operational.
- * All motors shall be in good condition with no need for armature or motor replacement.
- * Each unit shall have serviceable tires that must not have cuts, gouges or chunks missing.
- * Each unit shall be free of unauthorized decals, decorations, communications, graffiti or other markings or coatings.
- * No excessive wear necessitating major component repair or replacement caused by lack of maintenance as detailed in Operation and Maintenance Manuals/Maintenance Instructions. (Example: material shaved off uprights due to lack of proper lubrication and/or shimming of roller bearings, bottom carriage plate worn out due to lack of lift chain adjustment, excessive drive unit wear due to lack of lubrication.) Note: These are examples only and do not constitute a full and complete list.
- * Batteries must be capable of holding a charge sufficient to operate the applicable Equipment.
- * Chargers must be in good operating condition with no sheet metal damage and complete with all direct current leads and plugs.

17. CONSTRUCTION OF AGREEMENT

This agreement shall be construed in accordance with the laws of the State of New York. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, such provision shall be determined null and void, but without invalidating the remaining provisions hereof. No representations, understanding, promises, options or warranties, oral or written, express or implied, and no implied warranty of merchantability or fitness of purpose, have been made by either party unless endorsed hereon in writing. Each of LESSEE and LESSOR hereby waives all rights to trial by jury in any judicial proceeding brought by it involving directly or indirectly, any matter in any way arising out of, related to, or connected with this Master Lease Agreement and/or any related schedules and/or other related documents. Further, each of LESSEE and LESSOR hereby agrees to exclude mediation and/or arbitration as alternative dispute resolution procedures with respect to any dispute arising under or in connection with this Master Lease Agreement and/or any related schedules and/or other related documents.

18. GENERAL

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RAYMOND LEASING CORPORATION
Equipment Master Lease Agreement
Terms And Conditions

Time is of the essence. Waiver of any default shall not waive any other default. LESSOR's failure to require strict performance by LESSEE of any provision of this Lease shall not diminish LESSOR's right thereafter to require strict performance of any provision. Any notice required to be given shall be in writing, directed to the other party at its address shown on the face of this agreement until either party gives written notice of a different address.

Any notice, prepaid and properly addressed, shall be deemed delivered when deposited with the U.S. Mails. No obligation of LESSOR hereunder shall survive any termination of this Lease, and should LESSOR permit the use of any item of Equipment beyond the term specified therefore, the obligations of LESSEE shall continue and such permissive use shall not be construed as a renewal of the term or a waiver of any right or continuation of any obligation of LESSOR hereunder, and LESSOR may take possession of any such Equipment at any time on demand. Except as herein expressly provided, this lease is irrevocable for the full term or extended term hereof.

In the event that LESSEE shall fail to perform any of its obligations under this Lease, the LESSOR may, at its option, perform the same for the account of LESSEE without thereby waiving such default, and any amount paid or expense incurred shall be payable by the LESSEE upon demand as additional rent for the Equipment.

19. ADDITIONAL EQUIPMENT

LESSEE may, from time to time, add other units to the Schedules.

Upon notice of such action and with the submission of the applicable first month rental payment, LESSOR will add the additional Equipment to the Schedule showing Equipment covered by the Lease and immediately reissue the Schedule, dating the same and sequentially numbering the new Schedule, which shall at such time be incorporated herein by reference, to the same effect as if the revised Schedule had been a part of this Lease when initially executed by the parties hereto.

LESSOR will send a copy of such revised Schedule to LESSEE for attachment to its copy of the basic Lease Agreement.

LESSOR may terminate LESSEE's right to add additional Equipment upon thirty (30) days written notice. The termination of such right shall not affect the liability of one party to the other with respect to Equipment previously delivered.

20. ENTIRE AGREEMENT

This Lease, together with all Schedules, Certificate of Delivery and Installation, or Riders now or hereafter added, shall contain the entire Agreement of the parties related to its subject matter and supersedes all prior proposals and negotiations. It cannot be modified, amended or rescinded except in writing signed by both parties.

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RAYMOND LEASING CORPORATION
Schedule A 553

Date: MAR 21 2008

Agreement Number: 222681

1. Lessor and Lessee have entered into an Equipment Master Lease Agreement including this Schedule A (collectively the "Lease"), pursuant to which Lessor and Lessee have agreed to lease the Equipment described on Page ix.
2. THIS LEASE IS FOR A PERIOD OF 60 MONTHS. Lease rental Payments of \$40254.50 (and applicable taxes) are due to be made monthly, commencing on the Acceptance Date indicated on Certificate of Delivery and Installation (herein referred to as "Acceptance Date"). The first and last rental payments shall be due and payable in advance upon the signing of this Schedule A. Rental payments thereafter will be due and payable monthly on the corresponding day of each month following the Acceptance Date for the full term of the Lease. Lessee agrees to pay all taxes, filing fees and other similar charges with respect to payments made under the Master Lease Agreement and the leases related thereto.
3. Lessee has the option to purchase the Equipment under this lease at the end of the term for the Purchase Option stated below, plus any applicable taxes. If the purchase option stated below is FAIR MARKET VALUE, it will be reasonably determined by the Equipment Manufacturer.

If the Purchase Option is not exercised at the expiration of the Lease term, Lessee will immediately return this Equipment to Lessor in the same condition as received, normal wear and tear excepted. In the event any Equipment is not returned in the required condition, Lessee shall reimburse Lessor for its actual, out-of-pocket cost of repairing the Equipment to the required condition. Required condition is as described in the Equipment Master Lease Agreement, Section 16, RETURN OF EQUIPMENT.

4. Except as amended herein, the aforesaid Equipment Master Lease Agreement, as such, may have been previously amended, shall remain in full force and effect.
5. Purchase Option: Fair Market Value
6. Excess Use Charge:

The rental rate set forth herein is based upon average monthly usage of the Equipment as stated below. The Allowable Hours for the Equipment leased hereunder shall be equal to the number of months in the Term, as set forth in section 1 of this Schedule A, multiplied by the monthly usage selected herein. In the event that the Equipment has been used in excess of the Allowable Hours when it is returned to LESSOR or its assignee, then LESSEE shall pay to LESSOR or its assignee, an amount equal to the overtime charge multiplied by the number of hours in excess of the Allowable Hours.

<u>Allowable Hours</u>	<u>Overtime Charge</u>
<input checked="" type="checkbox"/> 166.67 hrs (2000 hrs/yr)	\$2
<input type="checkbox"/> n/a 333.33 hrs (4000 hrs/yr)	
<input type="checkbox"/> n/a 500 hrs (6000 hrs/yr)	

AGREED TO AND ACCEPTED AS OF:

By execution hereof, the signer certifies having read, accepted and duly executed this Equipment Master Lease Agreement on behalf of Lessee.

Lessee: Cinram Wireless LLC
By: Justin Mahony
Title: VP Operations
Dated: Jan 23 2008

Lessor: N.J. Mahony & Associates, L.P.
By: Robert C. Mahony
Title: CEO
Dated: 3/18/08

Raymond is a registered trademark of The Raymond Corporation
All Rights Reserved

Revised 7/20/07

RAYMOND LEASING CORPORATION
Schedule A

7. **ASSIGNMENT: FOR VALUE RECEIVED**, the undersigned does hereby sell, assign, transfer and set over to RAYMOND LEASING CORPORATION its successors and assigns, all of the undersigned's right, title and interest in and to the foregoing Lease (herein called Instrument), the Equipment covered thereby and all rents and other sums due, or to become due, thereunder.
- a. Undersigned warrants that the Instrument is genuine, collectible, enforceable, contains the entire Agreement of the parties with respect to the property covered thereby, and is and will continue free from defense and offsets; all signatures, names and addresses, amounts and other statements contained therein are genuine, true and correct; the property has been delivered to the LESSEE in satisfactory condition and has been accepted by LESSEE; the Instrument evidences a valid reservation of title to or first lien upon the property covered thereby and has been filed or recorded, if permitted or required by law, as to be effective against all persons.
- b. Undersigned agrees, on RAYMOND LEASING CORPORATION'S request to assist RAYMOND LEASING CORPORATION in collecting sums due under the Instrument and in enforcing RAYMOND LEASING CORPORATION'S right to repossess in the event of a default.

AGREED TO AND ACCEPTED AS OF:

By execution hereof, the signer certifies having read, accepted and duly executed this Equipment Master Lease Agreement on behalf of Lessee.

Attest: ASSIGNMENT ACCEPTED
Title: RAYMOND LEASING CORP.
Dated: Greene, New York 13778

Lessor: N.J. Malin & Associates, L.P.
By: *Robert C. Malin*
Title: CEO
Dated: 3/13/08

By: *Darren Springton*
Authorized Signature
MAR 21 2008

RAYMOND LEASING CORPORATION
Certificate of Delivery and Installation

Date _____ Agreement Number _____
Equipment Description Lines

Quantity	Model Number	Equipment Description (Includes Manufacturer)	Serial Number
8	SBCSR30T	SWING REACH	SB-08-01373
	SBCSR30T	SWING REACH	SB-08-01374
	SBCSR30T	SWING REACH	SB-08-01375
	SBCSR30T	SWING REACH	SB-08-01376
	SBCSR30T	SWING REACH	SB-08-01377
	SBCSR30T	SWING REACH	SB-08-01378
	SBCSR30T	SWING REACH	SB-08-01379
	SBCSR30T	SWING REACH	SB-08-01380
12	5600 OPC30TT	ORDERPICKER	560-08-B06252
	5600 OPC30TT	ORDERPICKER	560-08-B06253
	5600 OPC30TT	ORDERPICKER	560-08-B06254
	5600 OPC30TT	ORDERPICKER	560-08-B06255
	5600 OPC30TT	ORDERPICKER	560-08-B06256
	5600 OPC30TT	ORDERPICKER	560-08-B06257
	5600 OPC30TT	ORDERPICKER	560-08-B06258
	5600 OPC30TT	ORDERPICKER	560-08-B06259
	5600 OPC30TT	ORDERPICKER	560-08-B06260
	5600 OPC30TT	ORDERPICKER	560-08-B06261
	5600 OPC30TT	ORDERPICKER	560-08-B06262
	5600 OPC30TT	ORDERPICKER	560-08-B06263
30	8400FRE60L	WALKIE	840-08-76188
	8400FRE60L	WALKIE	840-08-76194
	8400FRE60L	WALKIE	840-08-76198
	8400FRE60L	WALKIE	840-08-76299
	8400FRE60L	WALKIE	840-08-76200
	8400FRE60L	WALKIE	840-08-76202
	8400FRE60L	WALKIE	840-08-76207
	8400FRE60L	WALKIE	840-08-76209
	8400FRE60L	WALKIE	840-08-76211
	8400FRE60L	WALKIE	840-08-76214
	8400FRE60L	WALKIE	840-08-76205
	8400FRE60L	WALKIE	840-08-76234
	8400FRE60L	WALKIE	840-08-76252
	8400FRE60L	WALKIE	840-08-76239
	8400FRE60L	WALKIE	840-08-76250
	8400FRE60L	WALKIE	840-08-76221
	8400FRE60L	WALKIE	840-08-76227
	8400FRE60L	WALKIE	840-08-76218
	8400FRE60L	WALKIE	840-08-76233
	8400FRE60L	WALKIE	840-08-76259
	8400FRE60L	WALKIE	840-08-76257
	8400FRE60L	WALKIE	840-08-76232
	8400FRE60L	WALKIE	840-08-76254
	8400FRE60L	WALKIE	840-08-76224
	8400FRE60L	WALKIE	840-08-76229
	8400FRE60L	WALKIE	840-08-76230
	8400FRE60L	WALKIE	840-08-76225
	8400FRE60L	WALKIE	840-08-76241
	8400FRE60L	WALKIE	840-08-76223
	8400FRE60L	WALKIE	840-08-76225
12	410C30	COUNTERBALANCE	410-08-14825
	410C30	COUNTERBALANCE	410-08-14826
	410C30	COUNTERBALANCE	410-08-14827
	410C30	COUNTERBALANCE	410-08-14828
	410C30	COUNTERBALANCE	410-08-14829
	410C30	COUNTERBALANCE	410-08-14830
	410C30	COUNTERBALANCE	410-08-14831
	410C30	COUNTERBALANCE	410-08-14832
	410C30	COUNTERBALANCE	410-08-14833
	410C30	COUNTERBALANCE	410-08-14834
	410C30	COUNTERBALANCE	410-08-14835
	410C30	COUNTERBALANCE	410-08-14836

RAYMOND LEASING CORPORATION
Certificate of Delivery and Installation

Date _____

Agreement Number _____

Item Description Lines

Quantity	Model Number	Equipment Description (Includes Manufacturer)	Serial Number
16	24-E155-15	BATTERY	RGC476052
	24-E155-15	BATTERY	RGC476053
	24-E155-15	BATTERY	RGC476054
	24-E155-15	BATTERY	RGC476055
	24-E155-15	BATTERY	RGC476056
	24-E155-15	BATTERY	RGC476057
	24-E155-15	BATTERY	RGC476058
	24-E155-15	BATTERY	RGC476059
	24-E155-15	BATTERY	RGC476060
	24-E155-15	BATTERY	RGC476061
	24-E155-15	BATTERY	RGC476062
	24-E155-15	BATTERY	RGC476063
	24-E155-15	BATTERY	RGC476064
	24-E155-15	BATTERY	RGC476065
	24-E155-15	BATTERY	RGC476050
	24-E155-15	BATTERY	RGC476051
8	D3G-24-1050	CHARGER	GB28367
	D3G-24-1050	CHARGER	GB28368
	D3G-24-1050	CHARGER	GB28369
	D3G-24-1050	CHARGER	GB28370
	D3G-24-1050	CHARGER	GB28371
	D3G-24-1050	CHARGER	GB28372
	D3G-24-1050	CHARGER	GB28373
	D3G-24-1050	CHARGER	GB28374

48	18-E155-13	BATTERY	RGC475954
	18-E155-13	BATTERY	RGC475955
	18-E155-13	BATTERY	RGC475956
	18-E155-13	BATTERY	RGC475957
	18-E155-13	BATTERY	RGC475960
	18-E155-13	BATTERY	RGC475961
	18-E155-13	BATTERY	RGC475982
	18-E155-13	BATTERY	RGC475983
	18-E155-13	BATTERY	RGB473872
	18-E155-13	BATTERY	RGC475942
	18-E155-13	BATTERY	RGC475943
	18-E155-13	BATTERY	RGC475944
	18-E155-13	BATTERY	RGC475945
	18-E155-13	BATTERY	RGC475946
	18-E155-13	BATTERY	RGC475948
	18-E155-13	BATTERY	RGC475949
	18-E155-13	BATTERY	RGC475962
	18-E155-13	BATTERY	RGC475963
	18-E155-13	BATTERY	RGC475970
	18-E155-13	BATTERY	RGC475975
	18-E155-13	BATTERY	RGC475979
	18-E155-13	BATTERY	RGC475986
	18-E155-13	BATTERY	RGC475987
	18-E155-13	BATTERY	RGC475969
	18-E155-13	BATTERY	RGC475972
	18-E155-13	BATTERY	RGC475974
	18-E155-13	BATTERY	RGC475980
	18-E155-13	BATTERY	RGC475964
	18-E155-13	BATTERY	RGC475965
	18-E155-13	BATTERY	RGC475986
	18-E155-13	BATTERY	RGC475967
	18-E155-13	BATTERY	RGC475968
	18-E155-13	BATTERY	RGC475973
	18-E155-13	BATTERY	RGC475977
	18-E155-13	BATTERY	RGC475981
	18-E155-13	BATTERY	RGC475988
	18-E155-13	BATTERY	RGC475989
	18-E155-13	BATTERY	RGC475950
	18-E155-13	BATTERY	RGC476961
	18-E155-13	BATTERY	RGC475971
	18-E155-13	BATTERY	RGC475976
	18-E155-13	BATTERY	RGC475978
	18-E155-13	BATTERY	RGC475952
	18-E155-13	BATTERY	RGC475963
	18-E155-13	BATTERY	RGC475958
	18-E155-13	BATTERY	RGC475959
	18-E155-13	BATTERY	RGC475984
	18-E155-13	BATTERY	RGC475985
24	D3G-18-950	CHARGER	GB28586
	D3G-18-950	CHARGER	GB28587
	D3G-18-950	CHARGER	GB28588
	D3G-18-950	CHARGER	GB28589
	D3G-18-950	CHARGER	GB28590
	D3G-18-950	CHARGER	GB28591
	D3G-18-950	CHARGER	GB28592
	D3G-18-950	CHARGER	GB28593
	D3G-18-950	CHARGER	GB28594
	D3G-18-950	CHARGER	GB28595
	D3G-18-950	CHARGER	GB28596
	D3G-18-950	CHARGER	GB28576
	D3G-18-950	CHARGER	GB28577
	D3G-18-950	CHARGER	GB28578
	D3G-18-950	CHARGER	GB28579
	D3G-18-950	CHARGER	GB28580
	D3G-18-950	CHARGER	GB28581
	D3G-18-950	CHARGER	GB28582
	D3G-18-950	CHARGER	GB28583
	D3G-18-950	CHARGER	GB28584
	D3G-18-950	CHARGER	GB28585
	D3G-18-950	CHARGER	GB28596
	D3G-18-950	CHARGER	GB28597
	D3G-18-950	CHARGER	GB28598
	D3G-18-950	CHARGER	GB28599

RAYMOND LEASING CORPORATION
Certificate of Delivery and Installation

Date _____ Agreement Number _____
next Description Lines

Quantity	Model Number	Equipment Description (Includes Manufacturer)	Serial Number
60	12-E110-13	BATTERY	RGC476014
	12-E110-13	BATTERY	RGC476015
	12-E110-13	BATTERY	RGC476016
	12-E110-13	BATTERY	RGC476017
	12-E110-13	BATTERY	RGC476018
	12-E110-13	BATTERY	RGC476019
	12-E110-13	BATTERY	RGC476010
	12-E110-13	BATTERY	RGC476011
	12-E110-13	BATTERY	RGC475996
	12-E110-13	BATTERY	RGC475997
	12-E110-13	BATTERY	RGC475990
	12-E110-13	BATTERY	RGC475991
	12-E110-13	BATTERY	RGC475992
	12-E110-13	BATTERY	RGC475993
	12-E110-13	BATTERY	RGC475994
	12-E110-13	BATTERY	RGC475995
	12-E110-13	BATTERY	RGC475998
	12-E110-13	BATTERY	RGC475999
	12-E110-13	BATTERY	RGC476026
	12-E110-13	BATTERY	RGC476027
	12-E110-13	BATTERY	RGC476020
	12-E110-13	BATTERY	RGC476021
	12-E110-13	BATTERY	RGC476042
	12-E110-13	BATTERY	RGC476043
	12-E110-13	BATTERY	RGC476044
	12-E110-13	BATTERY	RGC476045
	12-E110-13	BATTERY	RGC476046
	12-E110-13	BATTERY	RGC476047
	12-E110-13	BATTERY	RGC476048
	12-E110-13	BATTERY	RGC476049
	12-E110-13	BATTERY	RGC476040
	12-E110-13	BATTERY	RGC476041
	12-E110-13	BATTERY	RGC476000
	12-E110-13	BATTERY	RGC476001
	12-E110-13	BATTERY	RGC476002
	12-E110-13	BATTERY	RGC476003
	12-E110-13	BATTERY	RGC476004
	12-E110-13	BATTERY	RGC476005
	12-E110-13	BATTERY	RGC476006
	12-E110-13	BATTERY	RGC476007
	12-E110-13	BATTERY	RGC476008
	12-E110-13	BATTERY	RGC476009
	12-E110-13	BATTERY	RGC476012
	12-E110-13	BATTERY	RGC476013
	12-E110-13	BATTERY	RGC476030
	12-E110-13	BATTERY	RGC476031
	12-E110-13	BATTERY	RGC476032
	12-E110-13	BATTERY	RGC476033
	12-E110-13	BATTERY	RGC476036
	12-E110-13	BATTERY	RGC476037
	12-E110-13	BATTERY	RGC476022
	12-E110-13	BATTERY	RGC476023
	12-E110-13	BATTERY	RGC476024
	12-E110-13	BATTERY	RGC476025
	12-E110-13	BATTERY	RGC476028
	12-E110-13	BATTERY	RGC476029
	12-E110-13	BATTERY	RGC476034
	12-E110-13	BATTERY	RGC476035
	12-E110-13	BATTERY	RGC476038
	12-E110-13	BATTERY	RGC476039

RAYMOND LEASING CORPORATION
Certificate of Delivery and Installation

Date _____
Equipment Description Lines

Agreement Number _____

Quantity	Model Number	Equipment Description (Includes Manufacturer)	Serial Number
30	D3G-12-680	CHARGER	GB28465
	D3G-12-680	CHARGER	GB28466
	D3G-12-680	CHARGER	GB28467
	D3G-12-680	CHARGER	GB28468
	D3G-12-680	CHARGER	GB28469
	D3G-12-680	CHARGER	GB28470
	D3G-12-680	CHARGER	GB28471
	D3G-12-680	CHARGER	GB28472
	D3G-12-680	CHARGER	GB28473
	D3G-12-680	CHARGER	GB28474
	D3G-12-680	CHARGER	GB28475
	D3G-12-680	CHARGER	GB28476
	D3G-12-680	CHARGER	GB28477
	D3G-12-680	CHARGER	GB28478
	D3G-12-680	CHARGER	GB28479
	D3G-12-680	CHARGER	GB28480
	D3G-12-680	CHARGER	GB28481
	D3G-12-680	CHARGER	GB28482
	D3G-12-680	CHARGER	GB28483
	D3G-12-680	CHARGER	GB28484
	D3G-12-680	CHARGER	GB28485
	D3G-12-680	CHARGER	GB28486
	D3G-12-680	CHARGER	GB28487
	D3G-12-680	CHARGER	GB28488
	D3G-12-680	CHARGER	GB28489
	D3G-12-680	CHARGER	GB28490
	D3G-12-680	CHARGER	GB28491
	D3G-12-680	CHARGER	GB28492
	D3G-12-680	CHARGER	GB28493
	D3G-12-680	CHARGER	GB28494
	D3G-12-680	CHARGER	GB28495
	D3G-12-680	CHARGER	GB28496
	D3G-12-680	CHARGER	GB28497
	D3G-12-680	CHARGER	GB28498
	D3G-12-680	CHARGER	GB28499
	D3G-12-680	CHARGER	GB28500
	D3G-12-680	CHARGER	GB28501
	D3G-12-680	CHARGER	GB28502
	D3G-12-680	CHARGER	GB28503
	D3G-12-680	CHARGER	GB28504
	D3G-12-680	CHARGER	GB28505
	D3G-12-680	CHARGER	GB28506
	D3G-12-680	CHARGER	GB28507
	D3G-12-680	CHARGER	GB28508
	D3G-12-680	CHARGER	GB28509
	D3G-12-680	CHARGER	GB28510
	D3G-12-680	CHARGER	GB28511
	D3G-12-680	CHARGER	GB28512
	D3G-12-680	CHARGER	GB28513
	D3G-12-680	CHARGER	GB28514
	D3G-12-680	CHARGER	GB28515
	D3G-12-680	CHARGER	GB28516
	D3G-12-680	CHARGER	GB28517
	D3G-12-680	CHARGER	GB28518
	D3G-12-680	CHARGER	GB28519
	D3G-12-680	CHARGER	GB28520
	D3G-12-680	CHARGER	GB28521
	D3G-12-680	CHARGER	GB28522
	D3G-12-680	CHARGER	GB28523
	D3G-12-680	CHARGER	GB28524
	D3G-12-680	CHARGER	GB28525
	D3G-12-680	CHARGER	GB28526
	D3G-12-680	CHARGER	GB28527
	D3G-12-680	CHARGER	GB28528
	D3G-12-680	CHARGER	GB28529
	D3G-12-680	CHARGER	GB28530
	D3G-12-680	CHARGER	GB28531
	D3G-12-680	CHARGER	GB28532
	D3G-12-680	CHARGER	GB28533
	D3G-12-680	CHARGER	GB28534
	D3G-12-680	CHARGER	GB28535
	D3G-12-680	CHARGER	GB28536
	D3G-12-680	CHARGER	GB28537
	D3G-12-680	CHARGER	GB28538
	D3G-12-680	CHARGER	GB28539
	D3G-12-680	CHARGER	GB28540
	D3G-12-680	CHARGER	GB28541
	D3G-12-680	CHARGER	GB28542
	D3G-12-680	CHARGER	GB28543
	D3G-12-680	CHARGER	GB28544
	D3G-12-680	CHARGER	GB28545
	D3G-12-680	CHARGER	GB28546
	D3G-12-680	CHARGER	GB28547
	D3G-12-680	CHARGER	GB28548
	D3G-12-680	CHARGER	GB28549
	D3G-12-680	CHARGER	GB28550
	D3G-12-680	CHARGER	GB28551
	D3G-12-680	CHARGER	GB28552
	D3G-12-680	CHARGER	GB28553
	D3G-12-680	CHARGER	GB28554
	D3G-12-680	CHARGER	GB28555
	D3G-12-680	CHARGER	GB28556
	D3G-12-680	CHARGER	GB28557
	D3G-12-680	CHARGER	GB28558
	D3G-12-680	CHARGER	GB28559
	D3G-12-680	CHARGER	GB28560
	D3G-12-680	CHARGER	GB28561
	D3G-12-680	CHARGER	GB28562
	D3G-12-680	CHARGER	GB28563
	D3G-12-680	CHARGER	GB28564

RAYMOND LEASING CORPORATION
Certificate of Delivery and Installation

Date: MAR 21 2008

Agreement Number: 222681

The Lease between N.J. Malin & Associates, L.P. (the "LESSOR") and Cinram Wireless LLC (the "LESSEE")

Quantity	Manufacturer	Description	Model	Serial Number
8	Raymond	Swing-Reach	SBCSR30T	
16	Exide	Battery	24-E155-15	See
8	Exide	Charger	D3G-24-1050	
12	Raymond	Orderpicker	560OPC30TT	
24	Exide	Battery	18-E155-13	attached
12	Exide	Charger	D3G-18-850	
12	Raymond	Counterbalance	410C30	
24	Exide	Battery	18-E155-13	List
12	Exide	Charger	D3G-18-850	
30	Raymond	Walkie	8400FRE60L	
60	Exide	Battery	12-E110-13	
30	Exide	Charger	D3G-12-680	
	Exide	Battery Irrigation Systems	Miscellaneous R	
	MTC	MTC Battery Changing System	Miscellaneous R	
	Shockwatch	Shockwatch	Miscellaneous R	

Equipment Location: 5300 West Port Parkway
Fortworth, TX 76177

County: Tarrant

1. ITEMS OF EQUIPMENT:

The LESSEE hereby certifies and warrants to LESSOR that the above items of Equipment have been delivered to the location indicated above, tested and inspected by the LESSEE, or LESSEE has had reasonable opportunity to do so, found to be in good order and accepted as items of Equipment under the Lease, all on the Acceptance Date indicated below. The serial number of each item of Equipment, as specified above, has been verified. LESSEE approves full payment therefore by LESSOR to supplier(s).

REPRESENTATIONS BY THE LESSEE:

The LESSEE hereby represents and warrants to LESSOR that (j) no Event of Default or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default under the Lease has occurred and is continuing, and (ii) the LESSEE has obtained, and there are in full force and effect, all insurance policies with respect to the Equipment and public liability required to be obtained under the terms of the Lease.

3. SHOULD LESSEE HEREAFTER DISCOVER ANY DEFECT, UNFITNESS OR FAILURE OF PERFORMANCE OF EQUIPMENT (INCLUDING, WITHOUT LIMITATION, SOFTWARE SYSTEMS AND PROGRAMMING), LESSEE'S OBLIGATIONS TO LESSOR, INCLUDING THE OBLIGATION TO PAY RENTS WHEN DUE, REMAIN IN EFFECT AS MORE FULLY STATED IN THE TERMS AND CONDITIONS OF THE LEASE. IN SUCH EVENT, LESSEE'S EXCLUSIVE RECOURSE SHALL BE AGAINST THE MANUFACTURER, SUPPLIER, PROGRAMMER AND/OR SERVICING AGENT FOR THE EQUIPMENT, AS IN LESSEE'S JUDGMENT APPEARS APPROPRIATE.

Acceptance Date: <u>3/17/08</u> Name of Lessee: Cinram Wireless LLC Raymond is a registered trademark of The Raymond Corporation All Rights Reserved

Revised 4/6/04

RAYMOND LEASING CORPORATION
Certificate of Delivery and Installation

Signed By: *[Signature]*

Title: *Facilities Manager*

RAYMOND LEASING CORPORATION
Certificate of Delivery and Installation

Date _____ Agreement Number _____
Equipment Description Lines

Quantity	Model Number	Equipment Description (Includes Manufacturer)	Serial Number
8	SBCSR30T	SWING REACH	SB-08-01373
	SBCSR30T	SWING REACH	SB-08-01374
	SBCSR30T	SWING REACH	SB-08-01375
	SBCSR30T	SWING REACH	SB-08-01376
	SBCSR30T	SWING REACH	SB-08-01377
	SBCSR30T	SWING REACH	SB-08-01378
	SBCSR30T	SWING REACH	SB-08-01379
	SBCSR30T	SWING REACH	SB-08-01380
12	5600 OPC30TT	ORDERPICKER	560-08-B06252
	5600 OPC30TT	ORDERPICKER	560-08-B06253
	5600 OPC30TT	ORDERPICKER	560-08-B06254
	5600 OPC30TT	ORDERPICKER	560-08-B06255
	5600 OPC30TT	ORDERPICKER	560-08-B06256
	5600 OPC30TT	ORDERPICKER	560-08-B06257
	5600 OPC30TT	ORDERPICKER	560-08-B06258
	5600 OPC30TT	ORDERPICKER	560-08-B06259
	5600 OPC30TT	ORDERPICKER	560-08-B06260
	5600 OPC30TT	ORDERPICKER	560-08-B06261
	5600 OPC30TT	ORDERPICKER	560-08-B06262
	5600 OPC30TT	ORDERPICKER	560-08-B06263
30	8400FRE60L	WALKIE	840-08-76188
	8400FRE60L	WALKIE	840-08-76194
	8400FRE60L	WALKIE	840-08-76198
	8400FRE60L	WALKIE	840-08-76299
	8400FRE60L	WALKIE	840-08-76200
	8400FRE60L	WALKIE	840-08-76202
	8400FRE60L	WALKIE	840-08-76207
	8400FRE60L	WALKIE	840-08-76209
	8400FRE60L	WALKIE	840-08-76211
	8400FRE60L	WALKIE	840-08-76214
	8400FRE60L	WALKIE	840-08-76205
	8400FRE60L	WALKIE	840-08-76234
	8400FRE60L	WALKIE	840-08-76252
	8400FRE60L	WALKIE	840-08-76239
	8400FRE60L	WALKIE	840-08-76250
	8400FRE60L	WALKIE	840-08-76221
	8400FRE60L	WALKIE	840-08-76227
	8400FRE60L	WALKIE	840-08-76218
	8400FRE60L	WALKIE	840-08-76233
	8400FRE60L	WALKIE	840-08-76259
	8400FRE60L	WALKIE	840-08-76257
	8400FRE60L	WALKIE	840-08-76232
	8400FRE60L	WALKIE	840-08-76254
	8400FRE60L	WALKIE	840-08-76224
	8400FRE60L	WALKIE	840-08-76229
	8400FRE60L	WALKIE	840-08-76230
	8400FRE60L	WALKIE	840-08-76225
	8400FRE60L	WALKIE	840-08-76241
	8400FRE60L	WALKIE	840-08-76223
	8400FRE60L	WALKIE	840-08-76225
12	410C30	COUNTERBALANCE	410-08-14825
	410C30	COUNTERBALANCE	410-08-14826
	410C30	COUNTERBALANCE	410-08-14827
	410C30	COUNTERBALANCE	410-08-14828
	410C30	COUNTERBALANCE	410-08-14829
	410C30	COUNTERBALANCE	410-08-14830
	410C30	COUNTERBALANCE	410-08-14831
	410C30	COUNTERBALANCE	410-08-14832
	410C30	COUNTERBALANCE	410-08-14833
	410C30	COUNTERBALANCE	410-08-14834
	410C30	COUNTERBALANCE	410-08-14835
	410C30	COUNTERBALANCE	410-08-14838

RAYMOND LEASING CORPORATION
Certificate of Delivery and Installation

Date _____

Agreement Number _____

Equipment Description Lines

Quantity	Model Number	Equipment Description (Includes Manufacturer)	Serial Number
16	24-E155-15	BATTERY	RGC476052
	24-E155-15	BATTERY	RGC476053
	24-E155-15	BATTERY	RGC476054
	24-E155-15	BATTERY	RGC476055
	24-E155-15	BATTERY	RGC476056
	24-E155-15	BATTERY	RGC476057
	24-E155-15	BATTERY	RGC476058
	24-E155-15	BATTERY	RGC476059
	24-E155-15	BATTERY	RGC476060
	24-E155-15	BATTERY	RGC476061
	24-E155-15	BATTERY	RGC476062
	24-E155-15	BATTERY	RGC476063
	24-E155-15	BATTERY	RGC476064
	24-E155-15	BATTERY	RGC476065
	24-E155-15	BATTERY	RGC476050
	24-E155-15	BATTERY	RGC476051
8	D3G-24-1050	CHARGER	GB28367
	D3G-24-1050	CHARGER	GB28368
	D3G-24-1050	CHARGER	GB28369
	D3G-24-1050	CHARGER	GB28370
	D3G-24-1050	CHARGER	GB28371
	D3G-24-1050	CHARGER	GB28372
	D3G-24-1050	CHARGER	GB28373
	D3G-24-1050	CHARGER	GB28374

48	18-E155-13	BATTERY	RGC475954
	18-E155-13	BATTERY	RGC475955
	18-E155-13	BATTERY	RGC475956
	18-E155-13	BATTERY	RGC475957
	18-E155-13	BATTERY	RGC475960
	18-E155-13	BATTERY	RGC475961
	18-E155-13	BATTERY	RGC475982
	18-E155-13	BATTERY	RGC475983
	18-E155-13	BATTERY	RGB473872
	18-E155-13	BATTERY	RGC475942
	18-E155-13	BATTERY	RGC475943
	18-E155-13	BATTERY	RGC475944
	18-E155-13	BATTERY	RGC475945
	18-E155-13	BATTERY	RGC475946
	18-E155-13	BATTERY	RGC475948
	18-E155-13	BATTERY	RGC475949
	18-E155-13	BATTERY	RGC475962
	18-E155-13	BATTERY	RGC475963
	18-E155-13	BATTERY	RGC475970
	18-E155-13	BATTERY	RGC475975
	18-E155-13	BATTERY	RGC475979
	18-E155-13	BATTERY	RGC475986
	18-E155-13	BATTERY	RGC475987
	18-E155-13	BATTERY	RGC475969
	18-E155-13	BATTERY	RGC475972
	18-E155-13	BATTERY	RGC475974
	18-E155-13	BATTERY	RGC475980
	18-E155-13	BATTERY	RGC475964
	18-E155-13	BATTERY	RGC475965
	18-E155-13	BATTERY	RGC475966
	18-E155-13	BATTERY	RGC475967
	18-E155-13	BATTERY	RGC475968
	18-E155-13	BATTERY	RGC475973
	18-E155-13	BATTERY	RGC475977
	18-E155-13	BATTERY	RGC475981
	18-E155-13	BATTERY	RGC475988
	18-E155-13	BATTERY	RGC475989
	18-E155-13	BATTERY	RGC475960
	18-E155-13	BATTERY	RGC475951
	18-E155-13	BATTERY	RGC475971
	18-E155-13	BATTERY	RGC475976
	18-E155-13	BATTERY	RGC475978
	18-E155-13	BATTERY	RGC475952
	18-E155-13	BATTERY	RGC475953
	18-E155-13	BATTERY	RGC475958
	18-E155-13	BATTERY	RGC475959
	18-E155-13	BATTERY	RGC475984
	18-E155-13	BATTERY	RGC475985
24	D3G-18-950	CHARGER	GB28586
	D3G-18-950	CHARGER	GB28587
	D3G-18-950	CHARGER	GB28588
	D3G-18-950	CHARGER	GB28589
	D3G-18-950	CHARGER	GB28590
	D3G-18-950	CHARGER	GB28591
	D3G-18-950	CHARGER	GB28592
	D3G-18-950	CHARGER	GB28593
	D3G-18-950	CHARGER	GB28594
	D3G-18-950	CHARGER	GB28595
	D3G-18-950	CHARGER	GB28596
	D3G-18-950	CHARGER	GB28576
	D3G-18-950	CHARGER	GB28577
	D3G-18-950	CHARGER	GB28578
	D3G-18-950	CHARGER	GB28579
	D3G-18-950	CHARGER	GB28580
	D3G-18-950	CHARGER	GB28581
	D3G-18-950	CHARGER	GB28582
	D3G-18-950	CHARGER	GB28583
	D3G-18-950	CHARGER	GB28584
	D3G-18-950	CHARGER	GB28585
	D3G-18-950	CHARGER	GB28596
	D3G-18-950	CHARGER	GB28597
	D3G-18-950	CHARGER	GB28598
	D3G-18-950	CHARGER	GB28599

24

24

12

GB28586
GB28587
GB28588
GB28589
GB28590
GB28591
GB28592
GB28593
GB28594
GB28595
GB28596
GB28597
GB28598
GB28599

RAYMOND LEASING CORPORATION
Certificate of Delivery and Installation

Date _____
Equipment Description Lines

Agreement Number _____

Quantity	Model Number	Equipment Description (Includes Manufacturer)	Serial Number
60	12-E110-13	BATTERY	RGC476014
	12-E110-13	BATTERY	RGC476015
	12-E110-13	BATTERY	RGC476016
	12-E110-13	BATTERY	RGC476017
	12-E110-13	BATTERY	RGC476018
	12-E110-13	BATTERY	RGC476019
	12-E110-13	BATTERY	RGC476010
	12-E110-13	BATTERY	RGC476011
	12-E110-13	BATTERY	RGC476012
	12-E110-13	BATTERY	RGC476013
	12-E110-13	BATTERY	RGC476014
	12-E110-13	BATTERY	RGC476015
	12-E110-13	BATTERY	RGC476016
	12-E110-13	BATTERY	RGC476017
	12-E110-13	BATTERY	RGC476018
	12-E110-13	BATTERY	RGC476019
	12-E110-13	BATTERY	RGC476020
	12-E110-13	BATTERY	RGC476021
	12-E110-13	BATTERY	RGC476022
	12-E110-13	BATTERY	RGC476023
	12-E110-13	BATTERY	RGC476024
	12-E110-13	BATTERY	RGC476025
	12-E110-13	BATTERY	RGC476026
	12-E110-13	BATTERY	RGC476027
	12-E110-13	BATTERY	RGC476028
	12-E110-13	BATTERY	RGC476029
	12-E110-13	BATTERY	RGC476030
	12-E110-13	BATTERY	RGC476031
	12-E110-13	BATTERY	RGC476032
	12-E110-13	BATTERY	RGC476033
	12-E110-13	BATTERY	RGC476034
	12-E110-13	BATTERY	RGC476035
	12-E110-13	BATTERY	RGC476036
	12-E110-13	BATTERY	RGC476037
	12-E110-13	BATTERY	RGC476038
	12-E110-13	BATTERY	RGC476039



Exhibit “D”

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Donna Lashway 607-656-2287	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Raymond Leasing Corporation 20 South Canal St. Greene, NY 13778	
DE, Secretary of State	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Cinram Wireless LLC					
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 5300 West Port Parkway		CITY Fortworth	STATE TX	POSTAL CODE 76177	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L. INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any 0800841496	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L. INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Raymond Leasing Corporation					
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 20 South Canal St.		CITY Greene	STATE NY	POSTAL CODE 13778	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:
SEE ATTACHED

Lease # 222681

5. ALTERNATIVE DESIGNATION (if applicable):	<input checked="" type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [OPTIONAL FEE]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	

8. OPTIONAL FILER REFERENCE DATA 222681
29611874

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
----------------------------	------------	---------------------

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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11c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
------	-------	-------------	---------

11d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
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NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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12c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

Cinram Wireless LLC

LeaseNumber	EquipDesc	EquipSerNumb
222681	Battery	RGC475971
222681	Battery	RGC475958
222681	Battery	RGC475985
222681	Battery	RGC475989
222681	Battery	RGC476054
222681	Battery	RGC475954
222681	Battery	RGC475982
222681	Battery	RGC476020
222681	Battery	RGC476006
222681	Battery	RGC476031
222681	Battery	RGC476021
222681	Battery	RGC476043
222681	Battery	RGC476002
222681	Battery	RGC476005
222681	Battery	RGC476032
222681	Battery	RGC476036
222681	Battery	RGC476025
222681	Battery	RGC476034
222681	Battery	RGC475990
222681	Battery	RGC475999
222681	Battery	RGC476026
222681	Battery	RGC476047
222681	Battery	RGC476048
222681	Battery	RGC476012
222681	Battery	RGC45944
222681	Battery	RGC475945
222681	Battery	RGC475962
222681	Battery	RGC475964
222681	Battery	RGC475966
222681	Battery	RGC476010
222681	Battery	RGC475992
222681	Battery	RGC475942
222681	Battery	RGC475986
222681	Battery	RGC475987
222681	Battery	RGC475974
222681	Battery	RGC475952
222681	Battery	RGC475953
222681	Battery	RGC475959
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222681	Battery	RGC476059
222681	Battery	RGC475961
222681	Battery	RGC475969
222681	Battery	RGC475972
222681	Battery	RGC475977
222681	Battery	RGC475951
222681	Battery	RGC475984
222681	Battery	RGC476017
222681	Battery	RGC475993
222681	Battery	RGC476053
222681	Battery	RGC476063
222681	Battery	RGC475981

5 pages

222681	Battery	RGC475988
222681	Battery	RGC475950
222681	Battery	RGC475978
222681	Battery	RGC476050
222681	Battery	RGC476051
222681	Battery	RGC476056
222681	Battery	RGC476062
222681	Battery	RGC476065
222681	Battery	RGC475960
222681	Battery	RGC476041
222681	Battery	RGC476004
222681	Battery	RGC476022
222681	Battery	RGC476039
222681	Battery	RGC476040
222681	Battery	RGC476033
222681	Battery	RGC476037
222681	Battery	RGC475983
222681	Battery	RGC475968
222681	Battery	RGC475963
222681	Battery	RGC475973
222681	Battery	RGC476001
222681	Battery	RGC476003
222681	Battery	RGC476023
222681	Battery	RGC476028
222681	Battery	RGC476014
222681	Battery	RGC476016
222681	Battery	RGC475997
222681	Battery	RGC475998
222681	Battery	RGC476027
222681	Battery	RGC475943
222681	Battery	RGC475948
222681	Battery	RGC475965
222681	Battery	RGC475976
222681	Battery	RGC476018
222681	Battery	RGC476044
222681	Battery	RGC476000
222681	Battery	RGC476013
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222681	Battery	RGC476019
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222681	Battery	RGC475987
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222681	Battery	RGC476011
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222681	Battery	RGC476058
222681	Battery	RGC476064
222681	Battery	RGC475994
222681	Battery	RGC475995
222681	Battery	RGC476045

222681	Battery	RGC475970
222681	Battery	RGC475979
222681	Battery	RGC475996
222681	Battery	RGB473872
222681	Battery	RGC475946
222681	Battery	RGC475975
222681	Battery	RGC475980
222681	Battery	RGC476049
222681	Battery	RGC476007
222681	Battery	RGC476008
222681	Battery	RGC476009
222681	Battery	RGC476030
222681	Battery	RGC476024
222681	Battery	RGC476029
222681	Battery	RGC476038
222681	Battery	RGC476057
222681	Battery	RGC476060
222681	Battery	RGC476061
222681	Battery	RGC475955
222681	Battery	RGC475956
222681	Battery	RGC475957
222681	Battery Irrigation Systems	BATTERY IRRIGATION S
222681	Charger	GB28579
222681	Charger	GB28373
222681	Charger	GB28467
222681	Charger	GB28471
222681	Charger	GB28474
222681	Charger	GB28483
222681	Charger	GB28472
222681	Charger	GB28577
222681	Charger	GB28589
222681	Charger	GB28588
222681	Charger	GB28592
222681	Charger	GB28593
222681	Charger	GB28586
222681	Charger	GB28367
222681	Charger	GB28371
222681	Charger	GB28584
222681	Charger	GB28369
222681	Charger	GB28460
222681	Charger	GB28463
222681	Charger	GB28585
222681	Charger	GB28587
222681	Charger	GB28481
222681	Charger	GB28482
222681	Charger	GB28370
222681	Charger	GB28374
222681	Charger	GB28462
222681	Charger	GB28473
222681	Charger	GB28476
222681	Charger	GB28459
222681	Charger	GB28464

222681	Charger	GB28480
222681	Charger	GB28368
222681	Charger	GB28587
222681	Charger	GB28591
222681	Charger	GB28596
222681	Charger	GB28580
222681	Charger	GB28581
222681	Charger	GB28458
222681	Charger	GB28465
222681	Charger	GB28468
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222681	Charger	GB28586
222681	Charger	GB28576
222681	Charger	GB28578
222681	Charger	GB28583
222681	Charger	GB28588
222681	Charger	GB28455
222681	Charger	GB28456
222681	Charger	GB28461
222681	Charger	GB28466
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222681	Charger	GB28475
222681	Charger	GB28477
222681	Charger	GB28478
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222681	Charger	GB28595
222681	Charger	GB28469
222681	Charger	GB28372
222681	Counterbalance	410-08-14834
222681	Counterbalance	410-08-14829
222681	Counterbalance	410-08-14826
222681	Counterbalance	410-08-14828
222681	Counterbalance	410-08-14830
222681	Counterbalance	410-08-14835
222681	Counterbalance	410-08-14825
222681	Counterbalance	410-08-14833
222681	Counterbalance	410-08-14827
222681	Counterbalance	410-08-14831
222681	Counterbalance	410-08-14832
222681	Counterbalance	410-08-14836
222681	MTC Battery Changing System	BATTERY CHANGING SYS
222681	Orderpicker	560-08-B06253
222681	Orderpicker	560-08-B06252
222681	Orderpicker	560-08-B06261
222681	Orderpicker	560-08-B06262
222681	Orderpicker	560-08-B06257
222681	Orderpicker	560-08-B06263
222681	Orderpicker	560-08-B06254

222681	Orderpicker	560-08-B06256
222681	Orderpicker	560-08-B06260
222681	Orderpicker	560-08-B06255
222681	Orderpicker	560-08-B06258
222681	Orderpicker	560-08-B06259
222681	Shockwatch	SHOCKWATCH
222681	Swing-Reach	SB-08-01377
222681	Swing-Reach	SB-08-01379
222681	Swing-Reach	SB-08-01375
222681	Swing-Reach	SB-08-01380
222681	Swing-Reach	SB-08-01374
222681	Swing-Reach	SB-08-01373
222681	Swing-Reach	SB-08-01378
222681	Swing-Reach	SB-08-01376
222681	Walkie	840-08-76198
222681	Walkie	840-08-76200
222681	Walkie	840-08-76207
222681	Walkie	840-08-76233
222681	Walkie	840-08-76205
222681	Walkie	840-08-76221
222681	Walkie	840-08-76218
222681	Walkie	840-08-76225
222681	Walkie	840-08-76259
222681	Walkie	840-08-76241
222681	Walkie	840-08-76223
222681	Walkie	840-08-76202
222681	Walkie	840-08-76250
222681	Walkie	840-08-76224
222681	Walkie	840-08-76225
222681	Walkie	840-08-76209
222681	Walkie	840-08-76211
222681	Walkie	840-08-76239
222681	Walkie	840-08-76257
222681	Walkie	840-08-76194
222681	Walkie	840-08-76299
222681	Walkie	840-08-76232
222681	Walkie	840-08-76229
222681	Walkie	840-08-76214
222681	Walkie	840-08-76188
222681	Walkie	840-08-76234
222681	Walkie	840-08-76252
222681	Walkie	840-08-76227
222681	Walkie	840-08-76254
222681	Walkie	840-08-76230

[Create UCC Filing](#) [Order Documents](#) [Search Public Records](#) [Generate Reports](#) | [Create](#)

Filing Confirmation

Estimated Fees(\$0)

Confirmation

Order Number: 13811950
Date Ordered: 3/21/2008 11:38:59 AM ET
Delivery Method: iLien Only
Expedite: No

Special Instructions

Deliver To

Donna Lashway
Raymond Leasing Corporation
20 South Canal St.
Greene, NY 13778
USA
607-656-2287
607-656-2186
donna.lashway@raymondcorp.com

Bill To

JOAN TAYLOR
RAYMOND LEASING CORP.
20 SOUTH CANAL STREET
GREENE, NY 13202
6076562458
6076562277

Filing Description

Item	lease num	REF2	Debtor	Service	Jurisdiction	UDS#	Service Detail
1	222681		Cinram Wireless LLC	UCC Filing-Original	DE:Secretary of State	B29611874	Print final docs
Attached file		1.CINRAM.pdf			Average TAT:10 Days		

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Fassett Lori

From: CLS-UDS-OnlineCustomerService@wkglobal.com
Sent: Thursday, March 20, 2008 3:53 PM
To: Fassett Lori; Taylor Joan; uds_sales_project_management@uccdirect.com
Cc: CLS-UDS-OnlineCustomerService@wkglobal.com;
 uds_sales_project_management@uccdirect.com; doug.graham@wkglobal.com;
 becky.cloud@wkglobal.com; geetha.kanuri@wkglobal.com
Subject: UDS [3/20/2008 Raymond4.208] Import Processor Confirmation (3.1.15)

The following are the results for the file we received.

Contact Name: Joan Taylor

Company Name: Raymond Leasing

Transmission File: Raymond4.208

Import Date: 3/20/2008

Import Time: 12:52 PM

Record	LienRefNum	Client ID	Ref1	Ref2
	State	Status		Error Text
			Debtor Name	
			Spec. Inst.	
1	29608396	9712	LP	215183
	TX	Data Imported		
	DPT LABORATORIES, INC.			
2	29608397	9712	LP	220912
	FL	Data Imported		
	Yu Brothers, Inc.			
3	29608398	9712	LP	222681
	DE	Data Imported		Filing Submitted successfully but - The submitted exceeds the maximum field l XML filing, for the following fields: Collz (24000 max) -
	Cinram Wireless LLC			

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 20100676571
File Date : 01-Mar-2010

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: 800-331-3282 Fax: 818-662-4141	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
CT Lien Solutions P.O. Box 29071 Glendale CA, 91209-9071	22215129 DEDE
9712 - RAYMOND LEASING CORP. File with: Secretary of State, DE	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME CINRAM INC.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 4905 MOORES MILL RD			CITY HUNTSVILLE	STATE AL	POSTAL CODE 35811	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any 1990110941 <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME RAYMOND LEASING CORPORATION						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS CORPORATE HEADQUARTERS, P.O. BOX 130			CITY GREENE	STATE NY	POSTAL CODE 13778	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:
All material handling equipment and associated accessories, including without limitation, lift trucks, pallet trucks, orderpickers, batteries and chargers, in the possession of Debtor or hereafter acquired by Debtor in accordance with Equipment Master Lease Schedule No. 2100736 or any Schedule thereunder.

Lease # 2100736

5. ALTERNATIVE DESIGNATION (if applicable): <input checked="" type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA 22215129 JT	2100736

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

CT Lien Solutions
Representation of filing

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone: 800-331-3282 Fax: 818-662-4141

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions **22174563**
 P.O. Box 29071
 Glendale CA, 91209-9071 **DEDE**

9712 - RAYMOND LEASING CORP.
 File with: Secretary of State, DE

This filing is Completed
 File Number : 20100643431
 File Date : 25-Feb-2010

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
CINRAM INC.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
4905 MOORES MILL RD HUNTSVILLE AL 35811 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
CORPORATION DE 1990110941 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
RAYMOND LEASING CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
CORPORATE HEADQUARTERS, P.O. BOX 130 GREENE NY 13778 USA

4. This FINANCING STATEMENT covers the following collateral:
All material handling equipment and associated accessories, including without limitation, lift trucks, pallet trucks, orderpickers, batteries and chargers, in the possession of Debtor or hereafter acquired by Debtor in accordance with Equipment Master Lease Schedule No. 2100737 or any Schedule thereunder.

Lease # 2100737

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
22174563 JT 2100737

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 20101954761
File Date : 04-Jun-2010

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: 800-331-3282 Fax: 818-662-4141	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
CT Lien Solutions P.O. Box 29071 Glendale CA, 91209-9071	23544799 DEDE
9712 - RAYMOND LEASING CORP. File with: Secretary of State, DE	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME CINRAM INC.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 4905 MOORES MILL RD			CITY HUNTSVILLE	STATE AL	POSTAL CODE 35811	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any 1990110941 <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME RAYMOND LEASING CORPORATION						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS CORPORATE HEADQUARTERS, P.O. BOX 130			CITY GREENE	STATE NY	POSTAL CODE 13778	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All material handling equipment and associated accessories, including without limitation, lift trucks, pallet trucks, orderpickers, batteries and chargers, in the possession of Debtor or hereafter acquired by Debtor in accordance with Equipment Master Lease Schedule No. 2100738 or any Schedule thereunder.

Lease # 2100738

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOB SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
23544799 JT

2100738

Exhibit “E”

Cinram
New

RAYMOND LEASING CORPORATION
Schedule A

Date: Agreement Number:

1. Lessor and Lessee have entered into an Equipment Master Lease Agreement including this Schedule A (collectively the "Lease"), pursuant to which Lessor and Lessee have agreed to lease the Equipment described on Page iii.
2. THIS LEASE IS FOR A PERIOD OF 24 MONTHS. Lease rental Payments of \$12659.86 (and applicable taxes) are due to be made monthly, commencing on the Acceptance Date indicated on Certificate of Delivery and Installation (herein referred to as "Acceptance Date"). The first and last rental payments shall be due and payable in advance upon the signing of this Schedule A. Rental payments thereafter will be due and payable monthly on the corresponding day of each month following the Acceptance Date for the full term of the Lease. Lessee agrees to pay all taxes, filing fees and other similar charges with respect to payments made under the Master Lease Agreement and the leases related thereto.
3. Lessee has the option to purchase the Equipment under this lease at the end of the term for the Purchase Option stated below, plus any applicable taxes. If the purchase option stated below is FAIR MARKET VALUE, it will be reasonably determined by the Equipment Manufacturer.

If the Purchase Option is not exercised at the expiration of the Lease term, Lessee will immediately return this Equipment to Lessor in the same condition as received, normal wear and tear excepted. In the event any Equipment is not returned in the required condition, Lessee shall reimburse Lessor for its actual, out-of-pocket cost of repairing the Equipment to the required condition. Required condition is as described in the Equipment Master Lease Agreement, Section 16, RETURN OF EQUIPMENT.
4. Except as amended herein, the aforesaid Equipment Master Lease Agreement, as such, may have been previously amended, shall remain in full force and effect.
5. Purchase Option: Fair Market Value
6. Excess Use Charge:

The rental rate set forth herein is based upon average monthly usage of the Equipment as stated below. The Allowable Hours for the Equipment leased hereunder shall be equal to the number of months in the Term, as set forth in section 2 of this Schedule A, multiplied by the monthly usage selected herein. In the event that the Equipment has been used in excess of the Allowable Hours when it is returned to LESSOR or its assignee, then LESSEE shall pay to LESSOR or its assignee, an amount equal to the overtime charge multiplied by the number of hours in excess of the Allowable Hours.

Allowable Hours

Overtime Charge

X 166.67 hrs (2000 hrs/yr)
n/a 333.33 hrs (4000 hrs/yr)
n/a 500 hrs (6000 hrs/yr)

\$

AGREED TO AND ACCEPTED AS OF:

By execution hereof, the signer certifies having read, accepted and duly executed this Equipment Master Lease Agreement on behalf of Lessee.

Lessee: Cinram Distribution LLC

Lessor: Brauer Material Handling Systems, Inc.

By: Melissa P Anderson-Cinram
(Authorized Signature)

By: [Signature]
(Authorized Signature)

Title: Finance Director

Title: [Signature]

Dated: 5-24-12

Dated: 5-23-12

RAYMOND LEASING CORPORATION
Schedule A

7. **ASSIGNMENT:** FOR VALUE RECEIVED, the undersigned does hereby sell, assign, transfer and set over to RAYMOND LEASING CORPORATION its successors and assigns, all of the undersigned's right, title and interest in and to the foregoing Lease (herein called Instrument), the Equipment covered thereby and all rents and other sums due, or to become due, thereunder.
- a. Undersigned warrants that the Instrument is genuine, collectible, enforceable, contains the entire Agreement of the parties with respect to the property covered thereby, and is and will continue free from defense and offsets; all signatures, names and addresses, amounts and other statements contained therein are genuine, true and correct; the property has been delivered to the LESSEE in satisfactory condition and has been accepted by LESSEE; the Instrument evidences a valid reservation of title to or first lien upon the property covered thereby and has been filed or recorded, if permitted or required by law, as to be effective against all persons.
 - b. Undersigned agrees, on RAYMOND LEASING CORPORATION'S request to assist RAYMOND LEASING CORPORATION in collecting sums due under the Instrument and in enforcing RAYMOND LEASING CORPORATION'S right to repossess in the event of a default.

AGREED TO AND ACCEPTED AS OF:

By execution hereof, the signer certifies having read, accepted and duly executed this Equipment Master Lease Agreement on behalf of Lessee.

Attest: *C. W. Benson*
Title: *Sales Coordinator*
Dated: *5.23.12*

Lessor: *[Signature]*
By: *[Signature]*
Title: *President*
Dated: *5.23.12*

RAYMOND LEASING CORPORATION
Schedule A

Date:
Equipment Description Lines

Agreement Number:

Quantity	Manufacturer	Description	Model	Serial Number
10	REACO	BATTERY	18-85-23	
10	Raymond	Orderpicker	560OPC30TT	
1	Raymond	Swing-Reach	9600CSR30T	
15	REACO	BATTERY	18-125-13	
2	REACO	BATTERY	24-125-13	

Raymond is a registered trademark of The Raymond Corporation
All Rights Reserved

Revised 7/20/07

Exhibit “F”

Cinram, Inc.
 Cinram Wireless, LLC
 Cinram Distribution, LLC

STATEMENT OF ACCOUNT AS OF JULY 13, 2012

Company	Lease #	Monthly Lease Inv.	Past-Due Amount	Invoices Past-Due
Cinram, Inc.	2100736	\$ 303.14	\$ 606.28	Inv #2799887 Due 5-25-2012 - \$303.14 Inv #2817728 Due 6-25-2012 - \$303.14
Cinram, Inc.	2100737	\$ 249.69	\$ 499.38	Inv #2812921 Due 6-05-2012 - \$249.69 Inv #2830411 Due 7-05-2012 - \$249.69
Cinram, Inc.	2100738	\$ 3,673.03	\$ 7,346.06	Inv #2813905 Due 6-10-2012 - \$3,673.03 Inv #2831272 Due 7-10-2012 - \$3,673.03
Cinram Wireless, LLC	222681	\$ 43,575.50	\$ 43,575.50	Inv #2815438 Due 6-20-2012 - \$43,575.50
Cinram Distribution, LLC	302801	\$ 38,417.00	\$ 38,417.00	Inv #2845357 Due 6-15-2012 - \$38,507.00
Grand Total Past-Due			\$ 90,444.22	

CERTIFICATE OF SERVICE

I, Celeste A. Hartman, Senior Paralegal, do hereby certify that I am over the age of 18, and that on July 19, 2012, did serve a copy of the *Objection of Raymond Leasing Corporation to Foreign Representative's Motion for Entry of an Order (i) Recognizing the Canadian Sale Order, (ii) Authorizing and Approving the Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief and Objection the Proposed Cure Amount Associated with the Assumption of Leases* upon the following persons, in the manner indicated.

Via Federal Express

Shearman & Sterling LLP
Douglas P. Bartner, Esquire.
Robert Britton, Esquire
599 Lexington Avenue
New York, New York 10022
Co-Counsel to the Foreign Representative

Via Hand Delivery

Young Conway Stargatt & Taylor, LLP
Pauline K. Morgan, Esquire
Kenneth J. Enos, Esquire
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Co-Counsel to the Foreign Representative

Via Hand Delivery

The Office of the U. S. Trustee
For the District of Delaware
David Klauder, Esquire
844 King Street, Suite 2207
Wilmington, Delaware 19801

Via Hand Delivery

Morris, Nichols, Arsht & Tunnell LLP
Derek C. Abbott, Esquire
1201 North Market Street, 18th Floor
Wilmington, Delaware 19899
Co-Counsel to the Debtors' Prepetition Secured Lenders and DIP Lenders

Via Federal Express

Wachtell, Lipton, Rosen & Katz LLP

Richard G. Mason, Esquire

Joshua A. Feltman, Esquire

51 West 52nd Street

New York, NY 10019

*Co-Counsel to the Debtors' Prepetition Secured Lenders
and DIP Lenders*

Via Hand Delivery

BALLARD SPAHR LLP

Attn: Matthew G. Summers, Esquire

919 N. Market Street, 11th Floor

Wilmington, Delaware 19801

Counsel to the Proposed Purchaser

Under penalty of perjury, I certify the foregoing to be true and correct.

/s/ Celeste A. Hartman
CELESTE A. HARTMAN