

GENERAL BUSINESS SECURITY AGREEMENT

1. Security interest. The undersigned ("Debtor") grants Wauwatosa Revolving Loan Fund Corporation ("Lender") a security interest in all equipment, fixtures, inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, tradeins and repossessions, raw materials, work in process and materials or supplies used or consumed in Debtor's business), documents relating to inventory, general intangibles, accounts, contract rights, chattel paper and instruments, now owned or hereafter acquired by Debtor, and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, all returned or repossessed goods the sale of which gave rise to, and all proceeds and products of the foregoing ("Collateral"), wherever located, to secure all debts, obligations and liabilities of any Debtor to Lender arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Debtor, to any Debtor and another, or to another guaranteed or indorsed by any Debtor ("Obligations").

2. Persons bound and benefitted. This agreement benefits Lender, its successors, and assigns, and binds Debtor and its successors and assigns.

3. Sales and collections.

a. Sale of inventory. So long as no default exists under any of the Obligations or this agreement, Debtor may (a) sell inventory in the ordinary course of Debtor's business for cash or on terms customary in the trade, at prices not less than any minimum sale price shown on instruments evidencing Obligations and describing inventory, or (b) lease inventory on terms customary in the trade.

b. Verification and notification. Lender may verify Collateral in any reasonable manner, and Debtor shall assist Lender in so doing. Upon default Lender may at any time and Debtor shall, upon request of Lender, notify the account debtors to make payment directly to Lender and Lender may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors. Until account debtors are so notified, Debtor, as agent of Lender, shall make collections on the Collateral. Lender may at any time notify a bailee of any Collateral of Lender's security interest.

c. Deposit with Lender. Subject to rights of secured parties with superior rights in the Collateral, at any time Lender may require that all proceeds of Collateral received by Debtor be held by Debtor upon an express trust for Lender, shall not be commingled with any other funds or property of Debtor, and shall be turned over to Lender in the form received (but endorsed by Debtor if necessary for collection) not later than the business day following the day of their receipt. All proceeds of Collateral received by Lender directly or from Debtor shall be applied against the Obligations in such order and at such times as Lender shall determine.

5. DEBTOR'S COVENANTS

a. Maintenance of Collateral. Debtor shall: maintain the Collateral in good condition and repair and not permit its value to be impaired; defend it against all claims and legal proceedings by persons other than Lender; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease or otherwise dispose of it or permit it to become a fixture or an accession to other goods, except for sales or leases of inventory as provided in this agreement; not permit it to be used in violation of any applicable law, regulation, or policy of insurance; and, as to Collateral consisting of instruments and chattel paper, preserve rights in it against prior parties.

b. Insurance. Debtor shall keep the Collateral and Lender's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to Lender from time to time, and shall furnish evidence of such insurance satisfactory to Lender. Subject to rights of secured parties with superior rights in the Collateral, Debtor assigns (and directs any insurer to pay) to Lender the proceeds of all such insurance and any premium refund, and authorizes Lender to indorse in the name of Debtor any instruments for such proceeds or refunds and, at the option of Lender, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, returning any excess to Debtor. Lender is authorized, in the name of Debtor or otherwise, to make, adjust and/or settle claims under any credit insurance financed by Lender or any insurance on the Collateral, or cancel the same after the occurrence of any event of default.

c. Maintenance of security interest. Debtor shall pay all expenses and, upon request, take any action reasonably deemed advisable by Lender to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce Lender's interest in it or rights under this agreement.

d. Taxes and other charges. Pay and discharge all lawful taxes, assessments and government charges upon Debtor or against its properties prior to the date on which penalties attach, unless and to the extent only that such taxes, assessments and charges are contested in good faith and by appropriate proceedings by Debtor.

e. Inspection of collateral. At reasonable times Lender may examine the Collateral and Debtor's records pertaining to it, wherever located, and make copies of records. Debtor shall assist Lender in doing so.

6. RIGHTS OF LENDER

a. Authority to perform for Debtor. Upon the occurrence of an event of default or if Debtor fails to perform any of Debtor's duties set forth in this agreement or in any evidence of or document relating to the Obligations, Lender is authorized, in Debtor's name or otherwise, to take any such action, including without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the Obligations secured by this agreement and shall be payable by Debtor upon demand with interest from the date of payment by Lender at the highest rates stated in any evidence of any Obligation but not in excess of the maximum rate permitted by law.

b. Power of attorney. Debtor irrevocably appoints any officer of Lender as Debtor's attorney, with power after an event of default to receive, open, and dispose of all mail addressed to Debtor; to notify the Post Office authorities to change the address for delivery of all mail addressed to Debtor to such address as Lender may designate; and to indorse the name of Debtor upon any instruments which may come into Lender's possession. Debtor appoints any employee of Lender as Debtor's attorney, with full power to sign Debtor's name on any instrument evidencing an Obligation, or any renewals or extensions, and such instruments may be payable at fixed times or on demand, shall bear interest at the rate from time to time fixed by Lender and Debtor agrees, upon request of Lender, to execute any such instruments. This power of attorney to execute instruments may be revoked by Debtor only by written notice to Lender and no such revocation shall affect any instruments executed prior to the receipt by Lender of such notice. All acts of such attorney are ratified and approved and he is not liable for any act or omission or for any error of judgment or mistake of fact or law.

d. Non-liability of Lender. Lender has no duty to protect, insure, collect or realize upon the Collateral or preserve rights in it against prior parties. Debtor releases lender from any liability for any act or omission relating to the Obligations, the Collateral, or this agreement, except Lender's willful misconduct.

7. Default. In the even (a) Debtor fails to pay when due any of the Obligations or to perform, or rectify breach of, any warranty or other undertaking by Debtor in this agreement or in any evidence of or document relating to the Obligations; (b) Debtor or a surety for any of the Obligations dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings; or (c) any representation made to induce Lender to extend credit to Debtor is false in any material respect when made, then all of the Obligations shall, at the option of Lender and without notice or demand, become immediately payable; and Lender shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law and any evidence of or document relating to any Obligation.

8. Interpretation. The internal laws of Wisconsin govern the validity, construction, and enforcement of this agreement. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code. Invalidity of any provision of this agreement shall not affect the validity of any other provision. This agreement is intended by Debtor and Lender as a final expression of this agreement and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this agreement. This agreement may not be supplemented or modified except in writing.

_____, Debtor
Print Name

_____, Witness
Name

Signature

Signature

Title: _____

Title: _____