

UNCONDITIONAL CONTINUING GUARANTEE

FOR VALUE RECEIVED, and in consideration of the credit heretofore and hereafter extended to

("Debtor"), by CraneWorks, Inc., ("Craneworks"), the undersigned, whether one or more ("Guarantor") jointly and severally, as primary obligors, guarantee the full and punctual payment when due of all Indebtedness (as hereinafter defined) owing by Debtor to Craneworks. Guarantor agrees that such guarantee is a continuing guarantee of all Indebtedness of Debtor to Craneworks now outstanding or owing or which hereafter may be existing or incurred and that it shall be conclusively presumed that all extensions of credit and financial accommodations by Craneworks to debtor made concurrently herewith or hereafter were made in reliance upon this Unconditional Continuing Guarantee (the "Guarantee Agreement").

This guarantee shall continue until such time as Guarantor gives written notice of termination by actual delivery thereof to the Vice President of Finance of Craneworks and such notice of termination is acknowledged in writing by such officer of Craneworks; provided, that such termination of this guarantee shall not be effective as to any Indebtedness then owing to Craneworks by Debtor, and this guarantee shall continue as to any such Indebtedness until the same is fully paid, discharged and satisfied.

Guarantor absolutely and unconditionally guarantees payment of the Indebtedness to Craneworks. Guarantor's liability hereunder shall not be impaired, reduced or affected by Craneworks failure, refusal or neglect to collect the Indebtedness from Debtor, or to enforce or preserve any other security or guarantee, or the failure to perform any other act prior to seeking payment from Guarantor.

Guarantor absolutely and unconditionally guarantees payment of the Indebtedness to Craneworks. Guarantor's liability hereunder shall not be impaired, reduced or affected by Craneworks failure, refusal or neglect to collect the Indebtedness from Debtor, or to enforce or preserve any other security or guarantee, or the failure to perform any other act prior to seeking payment from Guarantor.

Guarantor hereby expressly waives and consents in advance to any change or alteration of any agreement between Debtor and Craneworks, including, without limitation, the rearrangement, renewal and/or extension of Debtor's Indebtedness. Guarantor's liability hereunder shall not be impaired, reduced or affected by the taking of any other guarantee or security for the Indebtedness, or by the release, surrender, subordination or loss of any such other guarantee or security whether done voluntarily by Craneworks or by the death, insolvency bankruptcy, disability or lack of capacity of Debtor or any Guarantor, whether now existing or hereafter occurring.

Guarantor hereby waives notice of Craneworks acceptance hereof and the accrual of the Indebtedness, of Debtor's default and the accrual of Guarantor's liability hereunder, as well as grace, notice, demand, presentment for payment and protest as to any of the Indebtedness.

If Guarantor fails to pay the Indebtedness after notice by Craneworks of Debtor's failure to pay any Indebtedness, and if Craneworks obtains the service of an attorney for collection of amounts owing by Guarantor hereunder, or in the event Craneworks enforces this Guarantee by suite, or by claim in the probate or bankruptcy courts, Guarantor agrees to pay to Craneworks reasonable attorney's fees, as well as all costs incurred by Craneworks in connection with such enforcement.

As used herein "Indebtedness" means and includes every claim, demand, right and/or cause of action of every kind or character and all extensions and renewals thereof, whether arising by reason of sales of goods, merchandise or services on open account, promissory notes, interest, express or implied contracts, or tort, or any other matter, or whether constituting a joint or several, direct or indirect, primary or secondary, liability of Debtor to Craneworks. "Guarantor" means and includes every person or entity executing this "Guarantee Agreement", their respective successors, assigns, heirs, executors, personal representatives and administrators. "Craneworks" means and includes Craneworks Inc., its corporate subsidiaries, its corporate successors, and in the event it assigns all or any part of Debtor's Indebtedness, then as to the assigned portion thereof, its assigns. "Debtor" means the person or entity identified as "Debtor" above, and all successors and assigns of Debtor, and all other persons or entities owned or controlled by Debtor and/or Guarantor, whether such persons or entities are now or hereafter existing, and, if any such persons or entities conduct, or propose to conduct, business with Craneworks, Guarantor agrees to notify the Vice President of Finance of Craneworks in writing of the existence of any such persons or entities and the Guarantor's interest therein or affiliation therewith. This guarantee shall apply to any Indebtedness of such persons or entities as if such persons or entities had been named as the Debtor in the space provided above. All obligations of Guarantor under this Guarantee Agreement are to be performed at the office(s) of Craneworks in Houston, Harris County, Texas.

EXECUTED EFFECTIVE this _____ day of _____, 20____.

Guarantor (please type or print)

Guarantor (please type or print)

Guarantor (Signature)

Guarantor (Signature)

Address _____

Address _____

City _____ State _____

City _____ State _____

Social Security# _____

Social Security# _____

Date of Birth _____

Date of Birth _____

Driver's License# _____

Driver's License# _____