

FORM 10-Q

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

QUARTERLY REPORT UNDER SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarter ended June 30, 1996
Commission File No. 0-13292

McGRATH RENTCORP

(Exact name of registrant as specified in its Charter)

CALIFORNIA

94-2579843

(State or other jurisdiction of incorporation or organization) (I.R.S. Employer Identification No.)

2500 GRANT AVENUE
SAN LORENZO, CALIFORNIA 94580

(Address of principal executive offices)

Registrant's telephone number: (510) 276-2626

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days.

Yes

No

At August 1, 1996, 7,505,625 shares of Registrant's Common Stock were outstanding.

PART 1. FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS.

CONSOLIDATED STATEMENTS OF INCOME
(UNAUDITED)

	Three months ended June 30,		Six months ended June 30,	
	1996	1995	1996	1995
REVENUES:				
Rental operations-				
Rental	\$11,694,056	\$11,521,962	\$23,251,854	\$22,596,061
Rental related services	2,093,788	1,768,990	3,752,174	3,799,728
	13,787,844	13,290,952	27,004,028	26,395,789
Sales and related services	5,853,535	3,829,895	10,342,702	7,374,527
	19,641,379	17,120,847	37,346,730	33,770,316
COSTS & EXPENSES:				
Direct costs of rental operations-				
Depreciation	3,075,168	2,847,952	6,080,821	5,602,332
Rental related services	1,152,907	1,224,937	2,179,497	2,400,588
Other	874,875	1,185,086	2,103,005	2,337,504
	5,102,950	5,257,975	10,363,323	10,340,424
Cost of sales and related services	4,092,606	2,576,378	7,193,431	4,905,277
	9,195,556	7,834,353	17,556,754	15,245,701
	10,445,823	9,286,494	19,789,976	18,524,615
Gross margin				
Selling and administrative expenses	3,692,656	3,129,694	7,303,129	6,432,380
	6,753,167	6,156,800	12,486,847	12,092,235
Income from operations				
Interest expense	682,152	687,207	1,317,426	1,362,661
	6,071,015	5,469,593	11,169,421	10,729,574
Income before provision for income taxes				
Provision for income taxes	2,418,925	2,205,204	4,443,754	4,288,216
	\$ 3,652,090	\$ 3,264,389	\$ 6,725,667	\$ 6,441,358
Net income				
Net income per share	\$ 0.48	\$ 0.39	\$ 0.87	\$ 0.78

The accompanying notes are an integral part of these financial statements.

CONSOLIDATED BALANCE SHEETS
 (UNAUDITED)

	June 30, 1996	December 31, 1995
	-----	-----
ASSETS		
Cash	\$ 576,111	\$ 221,075
Accounts receivable, less allowance for doubtful accounts of \$605,000 in 1996 and 1995	14,791,636	13,201,196
Rental equipment, at cost:		
Relocatable modular offices	145,843,127	146,867,850
Electronic test instruments	39,213,091	34,932,807
Accessory equipment	3,881,912	3,755,754
	-----	-----
	188,938,130	185,556,411
Less - Accumulated depreciation	(61,136,775)	(57,948,456)
	-----	-----
	127,801,355	127,607,955
Land	19,489,300	19,489,300
Improvements, furniture and equipment, at cost, less accumulated depreciation of \$2,998,140 in 1996 and \$2,708,404 in 1995	14,442,712	12,713,095
Prepaid expenses and other assets	2,219,795	1,897,700
	-----	-----
	\$179,320,909	\$175,130,321
	=====	=====
LIABILITIES AND SHAREHOLDERS' EQUITY		
Liabilities:		
Notes payable	\$ 42,375,000	\$ 37,080,000
Accounts payable and accrued liabilities	11,890,376	11,701,417
Deferred income	4,672,838	5,967,063
Deferred income taxes	35,884,099	34,488,695
	-----	-----
Total liabilities	94,822,313	89,237,175
	-----	-----
Shareholders' equity:		
Common stock, no par value -		
Authorized - 20,000,000 shares		
Outstanding - 7,503,625 shares in 1996 and 7,769,813 in 1995	6,276,958	8,913,311
Retained earnings	78,221,639	76,979,835
	-----	-----
Total shareholders' equity	84,498,597	85,893,146
	-----	-----
	\$179,320,910	\$175,130,321
	=====	=====

The accompanying notes are an integral part of these financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS
 INCREASE (DECREASE) IN CASH
 (UNAUDITED)

	Six months ended June 30,	
	1996	1995
Cash flows from operating activities:		
Net income	\$ 6,725,667	\$ 6,441,358
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	6,459,352	6,170,130
Gain on sale of rental equipment	(2,242,807)	(1,588,298)
Change in:		
Accounts receivable	(1,590,440)	(971,864)
Prepays and other assets	(322,095)	(304,599)
Accounts payable and accrued liabilities	73,524	945,895
Deferred income	(1,294,225)	(441,727)
Deferred income taxes	1,395,404	475,073
Net cash provided by operating activities	9,204,380	10,725,968
Cash flows from investing activities:		
Purchase of rental equipment	(10,345,648)	(8,693,762)
Purchase of improvements, furniture and equipment	(2,108,148)	(4,061,745)
Proceeds from sale of rental equipment	6,314,234	4,022,660
Net cash used in investing activities	(6,139,562)	(8,732,847)
Cash flows from financing activities:		
Net borrowings	5,295,000	1,365,000
Payment of dividends	(1,997,348)	(1,878,282)
Repurchase of Common Stock	(6,276,090)	(2,316,235)
Proceeds from the exercise of stock options	268,656	26,867
Net cash used in financing activities	(2,709,782)	(2,802,650)
Net increase (decrease) in cash	355,036	(809,529)
Cash balance, beginning of period	221,075	1,151,648
Cash balance, end of period	\$ 576,111	\$ 342,119
Interest paid during period	\$ 1,307,290	\$ 1,341,546
Income taxes paid during period	\$ 3,096,306	\$ 3,372,576
Dividends declared but not yet paid	\$ 1,050,787	\$ 958,300

The accompanying notes are an integral part of these financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 1996

1. The consolidated financial information for the six months ended June 30, 1996 has not been audited, but in the opinion of management, all adjustments (consisting only of normal recurring accruals, consolidation and eliminating entries) necessary for the fair presentation of the consolidated results of operations, financial position, and cash flows of McGrath RentCorp (the "Company") have been made. The consolidated results of the six months ended June 30, 1996 should not be considered as necessarily indicative of the results for the entire year. It is suggested that these consolidated financial statements be read in conjunction with the financial statements and notes thereto included in the Company's latest Form 10-K.

2. The number of outstanding shares and equivalent shares used in the earnings per common share calculations were as follows:

	Primary	Fully Diluted
	-----	-----
Three months ended: June 30, 1996	7,663,491	7,671,682
June 30, 1995	8,266,920	8,213,431
Six months ended: June 30, 1996	7,770,740	7,784,022
June 30, 1995	8,279,073	8,222,935

3. In May 1996, the Company's unsecured line of credit agreement (the "Agreement") with its banks was amended to extend the expiration date of the Agreement to June 30, 1997. In addition to extending the expiration date, the amendment requires the Company to maintain shareholders' equity of not less than \$70,000,000 plus 50% of all net income generated subsequent to December 31, 1995 plus 90% of any new stock issuance proceeds (restricted equity as of June 30, 1996 is \$73,362,833).

ITEM 2. MANAGEMENT DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

Three and Six Months Ended June 30, 1996 and 1995

Rental revenues for the three and six months ended June 30, 1996 increased \$172,094 (1%) and \$655,793 (3%), respectively, over the same periods in 1995. For the six month period, the \$1,330,911 increase in rental revenues from electronics was offset by a \$675,118 decline in rental revenues from relocatable modular offices. The rental revenue decline for modulars is primarily due to an increase in rental customers electing to purchase modulars they had on rent and to the return of modular equipment related to several large expired leases during the first six months of 1996. Average utilization during the first six months declined for modular equipment, from 75.1% to 69.4%, and improved slightly for electronic equipment, from 54.4% to 55.6%, as compared to the same period in 1995.

The Company has recently experienced a significant increase in orders and inquiries for portable classrooms in California, and believes that this is in part a result of a law enacted on July 15, 1996 in California mandating a reduction of classroom size for kindergarten through third grade to 20 pupils and providing \$200 million of state funds for facilities to accomplish that goal. The law requires that the new classrooms be in place by February 1997 to be eligible for the state funding. Approximately 34% of the Company's 1995 modular rental revenues was related to portable classroom rentals to California school districts. The Company anticipates that demand for portable classrooms in California will remain strong for the remainder of this year and through the February 1997 deadline.

Rental related services for the three months ended June 30, 1996 increased \$324,798 (18%) and for the six months ended June 30, 1996 decreased \$47,554 (1%), respectively, compared to the same periods in 1995. The increase for the three month period was primarily due to additional site requirements and increased movement of modular equipment. Gross margins for rental related services for the six month period increased from 37% in 1995 to 42% in 1996.

Sales and related services for the three and six months ended June 30, 1996 increased \$2,023,640 (30%) and \$2,968,175 (28%), respectively, over the same periods in 1995. The increase in sales and related services for the six month period is primarily due to eight large sales of both new and used relocatable modular equipment. Of the 1996 modular sales, 22% are new and 78% are used. The largest single sale in 1996 occurred during the second quarter for \$706,893 to a university and consisted of a two story modular building placed on a permanent foundation. Sales and related services from quarter to quarter have fluctuated depending on customer requirements. Gross margins on sales and related services for the six month period declined from 33.9% in 1995 to 30.5% in 1996.

Depreciation on rental equipment for the three and six months ended June 30, 1996 increased \$227,216 (8%) and \$478,489 (9%), respectively, over the same periods in 1995 due to the increase in electronics rental equipment. Other direct costs for the three and six months ended June 30, 1996 have decreased by \$310,211 (26%) and \$234,499 (10%) respectively, compared to the same periods in 1995 due to lower maintenance costs incurred, net of customer charge-backs, for the modular office rental fleet.

Selling and administrative expenses for the three and six months ended June 30, 1996 increased \$562,962 (18%) and \$870,749 (14%), respectively, over the same periods in 1995. However, during the first quarter of 1995, the Company recognized an acceleration of \$330,000 in additional leasehold improvement expense related to a rented facility in Southern California in which the lease was terminated. Excluding this 1995 nonrecurring expense, selling and administrative expenses increased \$1,200,749 (19%) for the six months ended June 30, 1996 compared to the same period in 1995. The six month increase is primarily due to increases in staffing levels for sales and support, personnel costs, temporary contract labor to assist in the preparation of modular offices for potential lease or sale opportunities, and increases in expenses of the Company's majority owned subsidiary, Enviroplex, Inc. The increase in expenses are net of the reduction in facilities rental due to the relocation of modular office operations in Southern California and Texas to owned facilities.

Income before provision for income taxes for the three and six months ended June 30, 1996 increased \$601,422 (11%) and \$439,847 (4%), respectively, over the same periods in 1995. Net income increased \$387,701 (12%) for the three month period and \$284,309 (4%) for the six month period over the same periods in 1995. Earnings per share for the three and six months ended June 30, 1996 increased 23%, from \$0.39 to \$0.48, and 12%, from \$0.78 to \$0.87, over the comparative 1995 period as a result of higher earnings and fewer outstanding shares.

LIQUIDITY AND CAPITAL RESOURCES.

The debt (notes payable) to equity ratio was 0.50 to 1 at June 30, 1996 compared to 0.43 to 1 at December 31, 1995. The debt (total liabilities) to equity ratio at the end of the current period was 1.12 to 1 as compared to 1.04 to 1 as of December 31 1995.

The Company continues to make purchases of shares of its common stock from time to time in the over-the-counter market (NASDAQ) and/or through privately negotiated, large block transactions under an authorization of the Board of Directors. The Board of Directors believes that the repurchase of its shares continues to be a good investment for the Company. Shares repurchased by the Company will be cancelled and returned to the status of authorized but unissued stock. From January 1, 1996 thru August 1, 1996, the Company repurchased a total of 318,961 shares of its common stock at an aggregate cost of \$6,276,090 or an average price of \$19.68 per share.

As of August 1, 1996, 500,000 shares remain authorized for repurchase.

The Company's primary use of funds is to purchase rental equipment, and funds will continue to be used for this purpose in the future. Additionally, the Company plans to make further improvements to the land at their inventory facility located in Northern California. The Company also pays quarterly dividends, which will constitute an additional use of cash in 1996.

PART II. OTHER INFORMATION

ITEM 5. OTHER INFORMATION

In June 1996, the Company declared a quarterly dividend on its Common Stock; the dividend was \$0.14 per share. Subject to its continued profitability and favorable cash flow, the Company intends to continue the payment of quarterly dividends. The Company's loan agreement with its banks prohibits payment of dividends in excess of 50% of net income in any one year without the banks' consent.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) EXHIBITS.

Index to exhibits filed herewith as part of this report:

Exhibit Number	Title
4.1	Second Amendment to Amended and Restated Credit Agreement dated May 10, 1996 between the Company and Union Bank of California (formerly known as The Bank of California, N.A.), Fleet Bank (formerly known as National Westminster Bank, USA) and Bank of America National Trust and Savings Association
4.2	Third Amendment to Amended and Restated Credit Agreement dated June 10, 1996 between the Company and Union Bank of California (formerly known as The Bank of California, N.A.), Fleet Bank (formerly known as National Westminster Bank, USA) and Bank of America National Trust and Savings Association

(b) REPORTS ON FORM 8-K. No reports on form 8-K have been filed during the quarter for which this report is filed.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: August 1, 1996

McGRATH RENTCORP

By: /s/ Delight Saxton

Delight Saxton, Chief Financial
Officer and Vice President
of Administration

SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

THIS SECOND AMENDMENT ("Amendment") is entered into as of May 10, 1996, between MCGRATH RENTCORP, a California corporation and UNION BANK OF CALIFORNIA, NATIONAL ASSOCIATION, formerly known as The Bank of California, National Association, as agent for Banks (sometimes "Agent", sometimes individually "Bank" and sometimes with Fleet Bank, N.A., formerly known as National Westminster Bank, USA and Bank of America, National Trust and Savings Association, "Banks").

RECITALS

A. Borrower is obligated to Banks pursuant to that certain Amended and Restated Credit Agreement dated as of June 14, 1994 (as amended from time to time, "Agreement").

B. The parties mutually desire to amend the Agreement as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Section entitled "Conversion Date" in Section 1.1 is hereby deleted in its entirety and replaced with the following:

" 'Conversion Date' means June 30, 1997."

2. The section entitled "Term Loan Maturity Date" in Section 1.1 is hereby deleted in its entirety and replaced with the following:

" 'Term Loan Maturity Date' means the earlier of (a) June 30, 2002, or (b) the date the due date of the Term Loan is accelerated pursuant to the rights of Banks under Article 9".

3. The reference to "Borrower's President or Vice President of Administration" in Section 7.3(a) is hereby amended to read "Borrower's President, Vice President of Administration or Treasurer/Vice President".

4. Section 7.3(b) is hereby deleted in its entirety and replaced with "Reserved".

5. The reference to "a Compliance Certificate of the President or Vice President of Administration or Chief Financial Officer of Borrower" in Section 7.3(d) is hereby amended to read "a Compliance Certificate of the President, Vice President of Administration, Chief Financial Officer or Treasurer/Vice President of Borrower".

6. The reference to "Chief Financial Officer or Vice President of Administration of Borrower" in Section 7.3(g) is hereby amended to read "Chief Financial Officer, Vice President of Administration or Treasurer/Vice President of Borrower".

7. The date "December 31, 1993" in Section 7.12(a) is hereby amended to "December 31, 1995".

8. Sections 7.12(a)(1) is hereby deleted in its entirety and replaced with the following:

"(1) Seventy Million Dollars (\$70,000,000.00); or".

9. Sections 7.12(a)(2) and (3) are hereby deleted in their entirety and replaced with "Reserved".

10. Section 7.12(c) is hereby deleted in its entirety and replaced with the following:

"(c) a utilization ratio of at least seven-tenth (7/10) for Eligible Inventory and four-tenths (4/10) for Eligible Equipment reported as of the end of each calendar quarter. Compliance with this ratio shall be determined by adding the utilization value as of end of each month during the respective quarterly reporting period and dividing the resulting sum by three (3). For purposes of this Section 7.12, "Utilization Ratio" means the ratio of (i) the original cost of Borrower of all Eligible Inventory and the net book value of Eligible Equipment subject to valid existing leases by Borrower as lessor; and (ii) the original cost of all Eligible Inventory and the net book value of Eligible Equipment held for lease by Borrower; and"

11. Section 8.7(b) is hereby deleted in its entirety and replaced with the following"

"(b) on or after the Conversion Date, no more than One Million Five Hundred Thousand (1,500,000) shares of its capital stock".

12. FULL FORCE AND EFFECT. Except as specifically provided herein, all terms and conditions of the Agreement and each Loan Document remain in full force and effect, without waiver or modification. This Second Amendment shall be construed as a waiver of or a consent to any default under or breach of this Agreement. This Second Amendment and the Agreement shall be read together as one document.

13. REPRESENTATIONS AND WARRANTIES. As part of the consideration for the Banks and Agent to enter into this Second Amendment, the Borrower represents and warrants to the Banks and Agent as follows:

(a) The execution, delivery and performance by the Borrower of this Second Amendment are within the Borrower's corporate powers, have been duly authorized by all necessary corporate action by or in respect of, or filing with, any governmental body, agency or official, and the execution, delivery and performance by the Borrower of this Second Amendment do not contravene, or constitute a default under, any provision of applicable law or requirements or of the certificate or articles of incorporation or the by-laws of the Borrower or of any material agreement, judgment, injunction, order, decree or other instrument binding upon the Borrower or any assets of the Borrower, or result in the creation or imposition of any Lien on any asset of the Borrower.

(b) This Second Amendment constitutes the valid and binding obligation of the Borrower, enforceable against it in accordance with its terms, except as enforceability may be subject to applicable bankruptcy, insolvency, reorganization, equity of redemption, moratorium or other laws now or hereafter in effect relating to creditors rights, and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(c) No Event of Default has occurred and is continuing, and the representations and warranties of the Borrower in the Agreement and other Loan Documents delivered pursuant thereto are true and correct in all material respects as of the date hereof as if made on the date hereof.

(d) The officer of the Borrower executing and delivering this Second Amendment on behalf of the Borrower has been duly authorized by appropriate corporate resolutions to so execute and deliver this Second Amendment.

14. COUNTERPARTS. This Second Amendment may be executed by the parties hereto in one or more counterparts and all such counterparts, when taken together, shall constitute one and the same Second Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to become effective as of the date and year first written above.

BANKS:

UNION BANK OF CALIFORNIA,
NATIONAL ASSOCIATION
formerly known as The Bank of
California, National Association, as a
Bank and as Agent

BORROWER:

MCGRATH RENTCORP, a
California corporation

By: _____

By: _____

Title: _____

Title: _____

FLEET BANK, N.A.,
formerly known as National
Westminister Bank, USA

By: _____

Title: _____

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION

By: _____

Title: _____

THIRD AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

THIS THIRD AMENDMENT ("Third Amendment") is entered into as of June 27, 1996, between McGRATH RENTCORP, a California corporation and UNION BANK OF CALIFORNIA, NATIONAL ASSOCIATION, formerly known as The Bank of California, National Association, as agent for Banks (sometimes "Agent", sometimes individually "Bank" and sometimes with Fleet Bank, N.A. (formerly known as National Westminster Bank, USA) and Bank of America National Trust and Savings Association, "Banks").

RECITALS

A. Borrower is obligated to Banks pursuant to that certain Amended and Restated Credit Agreement dated as of June 14, 1994 (as amended from time to time, "Agreement").

B. The parties mutually desire to amend the Agreement as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 7.12(c) is hereby deleted in its entirety and replaced with the following:

"(c) a utilization ratio of at least six-tenths (6/10) for Eligible Inventory and four-tenths (4/10) for Eligible Equipment, with each such utilization ratios to be the average of the utilization ratios calculated as of the last day of each calendar month in the calendar quarter for which compliance is being determined. For purposes of this Section 7.12, "utilization ratio" means the ratio of (i) the net book value of all Eligible Inventory and Eligible Equipment subject to valid existing leases by Borrower as lessor, as the numerator; to (ii) the net book value of all Eligible Inventory and Eligible Equipment held under or for lease by Borrower as lessor, as the denominator; and"

2. FULL FORCE AND EFFECT. Except as specifically provided herein, all terms and conditions of the Agreement and each Loan Document remain in full force and effect, without waiver or modification. This Third Amendment, the preceding amendments and the Agreement shall be read together as one document.

3. REPRESENTATIONS AND WARRANTIES. As part of the consideration for the Banks and Agent to enter into this Third Amendment, the Borrower represents and warrants to the Banks and Agent as follows:

(a) The execution, delivery and performance by the Borrower of this Third Amendment are within the Borrower's corporate powers, have been duly authorized by all necessary corporate action by or in respect of, or filing with, any governmental body, agency or official, and the execution, delivery and performance by the Borrower of this Third Amendment do not contravene, or constitute a default under, any provision of applicable law or requirements or of the certificate or articles of incorporation or the by-laws of the Borrower or of any material agreement, judgment, injunction, order, decree or other instrument binding upon the Borrower or any assets of the Borrower, or result in the creation or imposition of any Lien on any asset of the Borrower.

(b) This Third Amendment constitutes the valid and binding obligation of the Borrower, enforceable against it in accordance with its terms, except as enforceability may be subject to

applicable bankruptcy, insolvency, reorganization, equity of redemption, moratorium or other laws now or hereafter in effect relating to creditors rights, and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(c) No Event of Default has occurred and is continuing, and the representations and warranties of the Borrower in the Agreement and other Loan Documents delivered pursuant thereto are true and correct in all material respects as of the date hereof as if made on the date hereof.

(d) The officer of the Borrower executing and delivering this Third Amendment on behalf of the Borrower has been duly authorized by appropriate corporate resolutions to so execute and deliver this Third Amendment.

4. COUNTERPARTS. This Third Amendment may be executed by the parties hereto in one or more counterparts and all such counterparts, when taken together, shall constitute one and the same Third Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to become effective as of the date and year first written above.

BANKS: UNION BANK OF CALIFORNIA, NATIONAL ASSOCIATION formerly known as The Bank of California, National Association, as a Bank and as Agent By: /s/(signature illegible) ----- Title: Vice President -----	BORROWER: MCGRATH RENTCORP, a California corporation By: /s/ Dwight Saxton ----- Title: Vice President of Admin -----
---	---

FLEET BANK, N.A.,
formerly known as National Westminster Bank, USA

By: -----

Title: -----

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION

By: -----

Title: -----

THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM MCGRATH RENTCORP'S QUARTERLY REPORT (10Q) FOR THE QUARTER ENDING JUNE 30, 1996 AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

1,000

6-MOS	
DEC-31-1996	JAN-01-1996
	JUN-30-1996
	576
	0
15,397	
(605)	
0	
0	225,868
(64,135)	
179,321	
0	0
0	0
	6,277
	78,222
179,321	
	37,347
37,347	
	17,557
17,557	
7,303	
0	
1,317	
11,169	
4,444	
6,725	
0	
0	
	0
6,725	
.87	
0	

INCLUDES RENTAL EQUIPMENT, LAND, LAND IMPROVEMENTS, FURNITURE AND EQUIPMENT ACCUMULATED DEPRECIATION RELATED TO FOOTNOTE 16 ABOVE