

SYNOVUS LEASING COMPANY

P.O. Box 2485 Columbus, GA 31902

Synovus Leasing Company
P.O. Box 2485
Columbus, GA 31902

May 3, 1999

RECORDATION NO. **22161** FILED

MAY 10 '99 10-30AM



Attn: Recordation of Railroad Equipment
Surface Transportation Board
1925 K Street NW Suite 704
Washington, DC 20423-0001

To Whom It May Concern:

Synovus Leasing Company purchased Twenty – Six (26) Railcars from Railcar Ltd. on behalf of The Concrete Company identified as follows:

TCOX 101	TCOX 107	TCOX 112	TCOX 116	TCOX 120	TCOX 125
TCOX 102	TCOX 108	TCOX 113	TCOX 117	TCOX 121	TCOX 126
TCOX 103	TCOX 109	TCOX 114	TCOX 118	TCOX 122	TCOX 127
TCOX 105	TCOX 111	TCOX 115	TCOX 119	TCOX 123	TCOX 129
				TCOX 124	TCOX 130

The contract between Synovus Leasing Company and The Concrete Company is evidenced by Master Lease Agreement No. 0020599T01. The names and addresses of all parties involved are as follows:

<u>Lessor / Buyer</u>	<u>Lessee</u>	<u>Seller</u>
Synovus Leasing Company	The Concrete Company	Railcar Ltd.
P.O. Box 2485	5826 Schatulga Road	1819 Peachtree Road, NE Ste 455
Columbus, GA 31902	Columbus, GA 31907	Atlanta, GA 30309

Also, I have included the original lease documents along with a notarized copy for your files. If you need other information or have any questions please call me directly at (706) 644-7680.

Sincerely,

Cheryl Woods

Cheryl Woods
Leasing Assistant
Synovus Leasing Company

SYNOVUS LEASING COMPANY
 MASTER LEASE AGREEMENT NO. 0020599T01

This Master Lease Agreement ("Lease") is made and entered into by Lessor and Lessee as of 03/23/1999 (the "Effective Date"), by and between:

LESSOR: Synovus Leasing Company
 1137 1st Avenue
 Columbus, Georgia 31901

and

LESSEE: The Concrete Company
 5826 Schatulga Road
 Columbus, GA 31907
 Georgia Corporation

RECORDATION NO. **22161** FILED
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PRELIMINARY STATEMENTS

This Lease is written in "Plain English". When we use the words *you* and *your* in this Lease, we mean *you*, our *customer*, which is the *Lessee* indicated above. When we use the words *we*, *us*, and *our* in this Lease, we mean the *Lessor*, indicated above. Synovus Leasing Company is a registered trade name of Columbus Bank and Trust Company.

We desire to lease the Equipment (as defined later in this Lease) to you, and you desire to lease the Equipment from us, all in accordance with the terms and conditions contained in this Lease.

Accordingly, for and in consideration of the above premises and the covenants contained in this Lease, and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. **LEASE, DELIVERY AND ACCEPTANCE.** You agree to lease the equipment (collectively "Equipment") listed on each Schedule of Leased Equipment attached hereto as Exhibit A as may be executed from time to time by the above parties. The Schedules of Leased Equipment are incorporated herein and made a part of this Lease by this reference to such schedules (the "Schedule of Leased Equipment"). In the event of any conflict between the Lease and a Schedule of Leased Equipment, the terms of the Lease will control. We will not execute or accept any Schedules of Leased Equipment if you are not in compliance with all representations and warranties contained in this Lease or if an event of Default has occurred and is continuing. Notwithstanding the foregoing, we will have no obligation at any time to execute or accept any Schedules of Leased Equipment. If you have entered into any purchase or supply contract ("Supply Contract") with any Supplier, you assign to us your rights under such Supply Contract, but none of your obligations (other than the obligation to pay for the equipment if it is accepted by you as stated below and your timely delivery to us of such documents and assurances as we request). If you have not entered into a Supply Contract, you authorize us to enter into a Supply Contract on your behalf. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date when the Equipment is delivered to you and the Equipment will be deemed irrevocably accepted by you upon the earlier of (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or (b) 10 days after delivery of the Equipment to you if previously you have not given written notice to us of your non-acceptance. You authorize us to adjust the Lease Payment by not more than 10% if the actual Cost of Equipment (which is all amounts we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buy out amounts) differs from the estimated Cost of Equipment. If, before either (a) or (b) occurs, we make any interim or progress payment(s) to Supplier in accordance with any Supply Contract or some other similar contract or agreement between you and Supplier, you unconditionally agree to pay us all such amounts paid by us to Supplier including applicable interest.

2. **TERM AND RENT.** The term for each Schedule of Leased Equipment will commence upon the first day of the Interim Term (as set forth in the applicable Schedule of Leased Equipment). The term for each Schedule of Leased Equipment ends on the later of the end of the Base Term (as set forth in the applicable Schedule of Leased Equipment) or the date the Equipment is surrendered by you to us. As rental for the Equipment you agree to pay us the rent specified in the applicable Schedule of Leased Equipment (the "Rent") at such address as we may specify in writing. If you should fail to pay any part of the Rent, or any other sum required to be paid to us, within ten (10) days after the due date, you will pay us a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum rate allowable under applicable law).

3. **NO WARRANTIES.** We are leasing the Equipment to you "AS-IS", YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT AND YOU EXPRESSLY DISCLAIM RELIANCE UPON ANY STATEMENT OR REPRESENTATION BY US. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. NO DEFECT, DAMAGE OR UNFITNESS OF THE EQUIPMENT FOR ANY PURPOSE SHALL RELIEVE YOU OF THE OBLIGATION TO PAY RENT OR RELIEVE YOU OF ANY OTHER OBLIGATION UNDER THIS LEASE. We transfer to you for the term of this Lease

Kearney R. Hutchins
 MY COMMISSION EXPIRES SEPTEMBER 9, 2001

Initials *Edw*

any warranties made by the manufacturer or Supplier under a Supply Contract. You agree that you will not assert against us any claim or defense that you have against the Supplier.

4. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location shown on the Schedule of Leased Equipment. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with this Lease, at the end of this Lease you will immediately deliver the Equipment to us in as good condition as when you received it, except for ordinary wear and tear, to any place in the United States that we tell you. You will pay all expenses of deinstalling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

5. TAXES AND FEES. You will pay when due, either directly or to us upon demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to reimburse us for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each Lease Payment or annually, as invoiced.

6. LOSS OR DAMAGE. You are responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) if in our reasonable judgement the equipment is determined by us to be lost, stolen, destroyed or damaged beyond repair, you will pay us the "Stipulated Loss Value" in cash as set forth and attached to each applicable Schedule of Leased Equipment within thirty (30) days after the occurrence of any of the foregoing events. Upon such payment this Lease will terminate with respect to such item of Equipment and you will be entitled to such item of Equipment as-is-where-is without warranty, express or implied, with respect to any matter whatsoever.

7. INSURANCE. You will provide and maintain for the entire term of this Lease, at your expense (a) all risk property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as a loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days advance notice of any cancellation or material change of such insurance.

8. TITLE, RECORDING. We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. You agree that this transaction is a true lease. However, if this transaction is deemed to be lease intended for security, you grant us a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds securing, in addition to the debt set forth in this Lease, any other debt owed by you to us at any time). You will deliver to us signed financing statements or other documents we request to protect our interest in the Equipment. **YOU AUTHORIZE US TO FILE A COPY OF THIS LEASE AS A FINANCING STATEMENT AND APPOINT US OR OUR DESIGNEE AS YOUR ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON YOUR BEHALF, FINANCING STATEMENTS COVERING EQUIPMENT.**

9. REPRESENTATIONS AND WARRANTIES OF LESSEE. You warrant and represent to us (all such representations and warranties being continuing) that: (a) you are a corporation, partnership, limited liability company or limited liability partnership, as applicable, and are duly organized, existing and in good standing under the laws of the state of your organization or incorporation, as the case may be, and are duly qualified and authorized to transact business in, and are in good standing under the laws of, each other state in which the Equipment is to be located, (b) This Lease, the Schedules of Leased Equipment and all related instruments and documents, when executed by you and delivered to us, will constitute valid and legally binding obligations of yours, enforceable against you in accordance with the applicable terms, (c) your balance sheet, income statements, and other financial statements or information which have been delivered to us, fairly and completely state your financial condition; there has been no material adverse change in your financial condition as reflected in the statements since the date delivered to us; and the statements do not fail to disclose any facts which might materially adversely affect your financial condition, (d) the Equipment will be used solely for business or commercial purposes, (e) you will not consolidate or merge into any other business entity or convey, transfer or lease substantially all your assets to any third party without our prior written consent. In the event of an actual merger, consolidation, sale of assets or other proposed sale (in whatever form), you will pay to us immediately and on demand the present value of all remaining Rent and other amounts due under the Lease.

10. DEFAULT. Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date, (b) you do not perform any of your other obligations under this Lease or in any other present or future agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it, (c) you fail to maintain and comply with your insurance obligations set forth in Section 7 above, (d) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding, (e) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (d), (f) you create, incur, assume or cause to exist any mortgage, lien, pledge or other encumbrance upon the Equipment or this Lease or any of our interests under this Lease, (g) you provide or cause any false or misleading signature or representation to be provided to us, (h) a garnishment, judgment, tax levy, attachment or lien is entered or served against you or any guarantor, (i) you fail to provide us evidence of satisfactory financial condition as set forth in Section 15, (j) you have a majority of your outstanding voting securities sold, conveyed, or transferred to any person or entity other than any person or entity that has the majority ownership as of the date of the execution of this Lease.

11. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5%, compounded monthly, (ii) any depreciation recapture amounts due because of early termination, plus (iii) all other amounts due or that become due under this Lease; (c) we may require you to deliver the Equipment to us as set forth in Section 4; (d) we or our agent may peacefully repossess the Equipment without court order or, at our option, rather than take possession of the Equipment render any or all of the

Initials 

EXHIBIT A

SCHEDULE OF LEASED EQUIPMENT

This Schedule of Leased Equipment **No. 01**, dated **3/23/99**, is pursuant to the Synovus Master Lease Agreement, dated **03/23/1999**, between the undersigned Lessor and Lessee (the "Lease").

LESSOR: Synovus Leasing Company and **LESSEE:** The Concrete Company
 1137 First Avenue 5826 Schatulga Road
 Columbus, Georgia 31901 Columbus, GA 31907

1. EQUIPMENT LEASED. A list of the Equipment leased upon the terms and conditions contained in the Lease is attached hereto as Schedule A.
2. LESSOR'S COST. Lessor's Cost of the Equipment is **\$267,800.00**.
3. LOCATION OF LEASED EQUIPMENT. The Equipment shall be domiciled at the address of Lessee set forth above or at the following address(es) and shall not be domiciled elsewhere without the prior written consent of Lessor:

The Concrete Company
5826 Schatulga Road
Columbus, GA 31907

4. TERM. The Interim Term of this Lease begins on the date of Lessor's first investment in the Equipment and ends on the Commencement Date.

The Base Term of this Lease begins on **5/1/99**, (the "**Commencement Date**"), and continues for **60** months, unless sooner terminated in accordance with the provisions of this Lease.

5. RENT. During the Base Term, with respect to each item of Equipment, Lessee shall make consecutive installments of Rent as detailed below, payable monthly in arrears to Synovus Leasing Company.

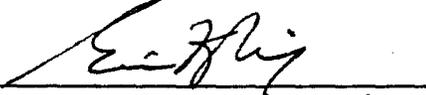
Rent	\$ 4,393.36
Sales / Use Tax	\$ 307.54
Progress Payment Financing	\$ 0.00
TOTAL RENT	\$ 4,700.90

6. INSURANCE. The minimum amount of insurance to be provided by Lessee as required under the terms of the Lease shall be as follows: a) Personal Injury \$1,000,000.00 b) Property Damage \$1,000,000.00.
7. PURCHASE OPTION. The Lessee hereby elects the following purchase option: **Fair Market Value**.
8. INTERIM FUNDING. Prior to the Commencement Date, amounts funded by Lessor to vendors or others shall bear interest at the rate of Prime plus one percent per annum. If Lessee has not requested disbursement prior to the Commencement Date, Lessor shall have no obligation to advance any amount on behalf of Lessee. Lessee shall pay the interest to Lessor monthly in arrears beginning the first month following the initial funding or the interest estimated to be accrued during the Interim Term shall be financed over the Base Term of the Lease ("Progress Payment Financing").
9. MISCELLANEOUS. By signing this document, Lessee acknowledges and agrees that all terms and conditions as agreed to and executed in the original Master Lease Agreement reference herein and

under which this Schedule is funded are in full force and effect and binding on Lessee and that Lessee knows of no reason to suspect that any material adverse change in the condition of the Lessee or Guarantors since the signing of the aforesaid Master Lease has occurred. Lessee also represents and warrants that Lessee's Corporate Resolution permits entering into this Schedule as contemplated by the original document agreed to and executed under the Master Lease Agreement, and that all guarantees (if any) executed for the benefit of the Lessee under the Master Lease Agreement constitute a continuing obligation under this Schedule.

The Concrete Company

By:



Print Name: ~~Frank D. Foley, III~~

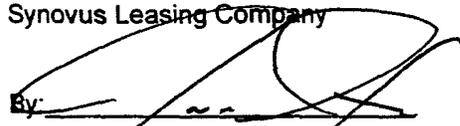
ERIC K. NIX

Title: ~~President~~

**VICE PRESIDENT
FINANCE**

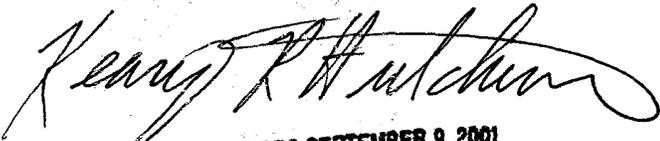
Synovus Leasing Company

By:



Print Name: James W. Doster

Title: Vice President



MY COMMISSION EXPIRES SEPTEMBER 9, 2001

W. Mark Mauer

Unofficial Witness

Equipment unusable without removing it from the premises without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. No remedy referred to in this section or Lease is intended to be exclusive, but shall be cumulative and in addition to any other remedy referred to in this section or otherwise available to us by applicable law. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees. If we take possession of the Equipment we may sell or re-lease or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

12. FINANCE LEASE STATUS. You agree that if Article 2A - Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received, a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the Supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

13. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign, or transfer this Lease or our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the new owner will not be subject to any claim, defense or set-off that you may have against us.

14. PURCHASE OPTION; AUTOMATIC RENEWAL. If no Default exists under this Lease, you will have the option at the end of the original or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown in Exhibit B to this Lease, plus any applicable taxes. You must give us at least 60 days written notice before the end of the original term that you will purchase the Equipment or that you will deliver the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew for an additional 12 month term and thereafter renew for successive one month terms until you deliver the Equipment to us. During such renewal(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (on a retail basis) will be determined at your expense by an independent appraiser mutually selected by you and us. Upon payment of the Purchase Option price plus applicable taxes, we shall transfer our interest in the Equipment to you "AS IS, WHERE IS" without any representation or warranty whatsoever and this Lease will terminate.

15. FINANCIAL STATEMENTS. You will annually, within one hundred twenty (120) days after the close of your fiscal year, furnish to us your financial statements including a balance sheet as of the close of the year and income and cash flow statements for the year prepared in accordance with generally accepted accounting principals and certified by an independent public accountant. As requested, you will also provide quarterly financial statements within sixty (60) days following the end of the quarter.

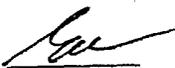
16. INDEMNIFICATION. You are responsible for and agree to indemnify and hold us harmless from any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, use, lease, possession, or delivery of the Equipment or (b) any defects in the Equipment. You agree to reimburse us for and if we request, to defend us against, any Claims.

17. TAX INDEMNITY. It is the intent of both parties that the Lease constitutes a true lease and therefore we will be entitled to depreciation deductions for Federal and State income tax purposes under the most accelerated method described in the Internal Revenue Code of 1986, as from time to time amended, over the shortest depreciable life allowed, ("Depreciation Deductions"). You will not take any action which would cause the Equipment to be viewed as not owned by us for Federal income tax purposes including but not limited to making additions, improvements or replacements to the Equipment without our consent and filing any returns or other documents inconsistent with the intent expressed in this section 17 and that you will take such actions and execute such documents reasonably necessary to facilitate accomplishment of such intent. If the Depreciation Deduction is disallowed as a result of (i) your breach of any of the covenants or representations and warranties contained herein, (ii) a Default by you or (iii) an act, error or omission by you, then in such event you will make a payment to us, as supplemental rent, in an amount necessary to maintain our net return.

18. STATUTE OF LIMITATIONS. Any action against us for any default by us under this Lease shall be commenced within one (1) year after any such action accrues.

19. BANKRUPTCY OF LESSEE. Upon the filing of a bankruptcy petition, or any other insolvency proceeding under any federal, state or local statute, rule or ordinance, by or against you, this Lease shall automatically terminate and we shall be entitled to obtain immediate possession of the Equipment. In the event such automatic termination is not allowed under the United States Bankruptcy Code or any other applicable statute, ordinance, rule or regulation, upon the filing of a bankruptcy petition, or any other insolvency proceeding, by or against you, you, as debtor or debtor in possession, and any trustee who may be appointed agree as follows: (i) to perform promptly each and every obligation under this Lease, until such Lease is either rejected or assumed by the United States Bankruptcy Court or any other court of competent jurisdiction; (ii) to reject or assume this Lease within sixty (60) days of the filing of the petition or insolvency proceeding; (iii) to give us at least thirty (30) days advance written notice of your intent to reject this Lease so that we can make appropriate arrangements to obtain possession of the Equipment from you.

20. MISCELLANEOUS. You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment and that there are no conflicting agreements. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U. S. Mail, addressed to the party receiving the notice at its address shown on the front of this Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any

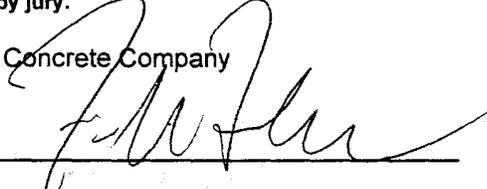
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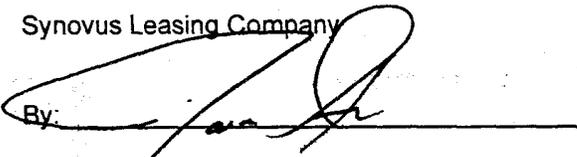
applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law and any such excess payment will be applied to Lease Payments in inverse order of maturity and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. You agree to pay us a returned check fee equal to the actual bank charges and other costs and expenses incurred by us, but in no event greater than the maximum amount permitted by law. A waiver of a Default or of a provision of this Lease on one occasion shall not be a waiver of a Default or of a provision of this Lease on any other occasion. If any portion of this Lease is invalid or unenforceable it shall be deemed omitted but shall not invalidate or render unenforceable the remaining portions of this Lease. If more than one Lessee has signed this Lease, each of you agree that your liability is joint and several.

By signing this Lease: (i) you acknowledge that you have read and understand the terms and conditions of this Lease, (ii) you agree that this Lease is a net lease that you cannot terminate or cancel; you have an unconditional obligation to make all payments due under the Lease, and you cannot withhold, set off or reduce such payments for any reason, (iii) you warrant that the person signing the Lease has the authority to do so and to grant the power of attorney set forth in section 8 of this Lease, and (iv) you agree that this Lease will be covered by the laws of the state of Georgia and you consent to the jurisdiction of any court located within Georgia. You and we expressly waive any rights to a trial by jury.

The Concrete Company

Synovus Leasing Company

By: 

By: 

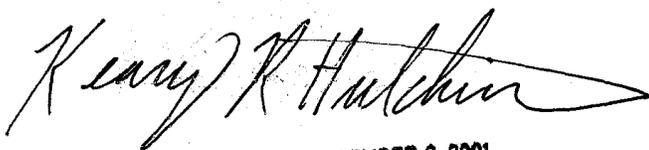
Print Name: Frank D. Foley, III

Print Name: James W. Doster

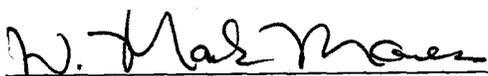
Title: President

Title: Vice President

(Fmvmst.rtf)



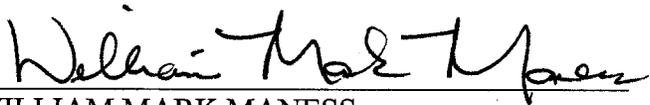
MY COMMISSION EXPIRES SEPTEMBER 9, 2001



Unofficial Witness

CERTIFICATION

I, WILLIAM MARK MANESS, hereby certify that I have compared the attached copy of that certain Synovus Leasing Company Master Lease Agreement No. 0020599T01 with the original document and found the copy to be complete and identical in all respects to the original document. I hereby declare under penalty of perjury that the foregoing is true and correct.


WILLIAM MARK MANESS

Sworn to and subscribed before
me on this the 3rd day of
~~March~~, 1999.

May


Notary Public

My Commission Expires:

COMMISSION EXPIRES SEPTEMBER 9, 2000