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OF COUNSEL
URBAN A. LESTER

June 2, 1998

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Security Agreement, dated December 5, 1997, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the party to the enclosed document are:

Debtor: Southern Concrete Construction Co., Inc.
605 East Oglethorpe Expressway
Albany, Georgia 31702

Secured Party: NationsBank, N.A.
600 Peachtree Street, N.E., 5th Floor
Atlanta, Georgia 30308-2214

A description of the railroad equipment covered by the enclosed document is:

included in Exhibit A to the Security Agreement (50TX)

Counterparts - Galt

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SURFACE TRANSPORTATION
BOARD

Mr. Vernon A. Williams
June 2, 1998
Page 2

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bg
Enclosures

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Security Agreement

This Security Agreement ("Agreement") made this 5th day of December, 1997 between Southern Concrete Construction Co., Inc. ("Debtor") and NationsBank, N.A. ("Lender").

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged Lender and Debtor agrees as follows:

1. Security Interest. To secure the payment and the performance of the Obligations (hereinafter defined), Debtor assigns and grants to Lender a security interest and lien in the following collateral (collectively, the "Collateral"):

A. Any and all of Debtor's machinery, apparatus, equipment, motor vehicles, tractors, trailers, rolling stock, fittings, fixtures and other tangible personal property wherever located which are described on Exhibit A hereto wherever located, as it may be amended, modified, supplemented or replaced from time to time, including, without limitation, all machinery, tools, dies, furnishings, or fixtures, wherever located, whether now owned or hereafter acquired, together with all increases, parts, fittings, accessories, equipment, and special tools now or hereafter affixed to any part thereof or used in connection therewith, and

B. Substitutions, Proceeds and Related Items. Any and all substitutes and replacements for, accessions, attachments and other additions to, tools, parts and equipment now or hereafter added to or used in connection with, and all cash or non-cash proceeds and products of, the Collateral, including, without limitation, all income, benefits and property receivable, received or distributed which results from any of the Collateral, such as insurance distributions of any kind related to the Collateral, including, without limitation, returned premiums, interest, premium and principal payments; (whether arising in contract, tort or otherwise and whether or not currently in litigation); all certificates of title, manufacturer's statements of origin, other documents, accounts and chattel paper, whether now existing or hereafter arising directly or indirectly from or related to the Collateral; all warranties, wrapping, packaging, advertising and shipping materials used or to be used in connection with or related to the Collateral; all of Debtor's books, records, data, plans, manuals, computer software, computer tapes, computer systems, computer disks, computer programs, source codes and object codes containing any information, pertaining directly or indirectly to the Collateral and all rights of Debtor to retrieve data and other information pertaining directly or indirectly to the Collateral from third parties, whether now existing or hereafter arising; and all returned, refused, stopped in transit, or repossessed Collateral, any of which, if received by Debtor, upon request shall be delivered immediately to Lender.

2. Description of Obligation(s). The following obligations ("Obligation" or "Obligations") are secured by this Agreement: (a) all debts, obligations, liabilities and agreements of Debtor to Lender, arising pursuant to and/or evidenced by that certain Term Note dated of even date herewith between Debtor and Lender, including principal and interest payable thereunder (the "Note") and any other note or instrument, loan agreement, security agreement, deed of trust, mortgage, promissory note, guaranty, certificate, assignment, instrument, document or other agreement (collectively the "Loan Documents"), and all renewals, extensions, installments, replacement or rearrangement of any of the above or any modifications or amendments thereto; (b) all costs incurred by Lender to obtain, preserve, perfect and enforce this Agreement and maintain, preserve, collect and realize upon the Collateral; and (c) all other costs and attorney's fees incurred by Lender and relating to the indebtedness evidenced by the Note, for which Debtor is obligated to reimburse Lender in accordance with the terms of the Loan Documents.

3. Debtor's Warranties. Debtor hereby represents and warrants to Lender as follows:

A. Financing Statements. No financing statement covering the Collateral is or will be on file in any public office, except the financing statements relating to this security interest, and no security interest, other than the one herein created, has attached or been perfected in the Collateral or any part thereof.

B. Ownership. Debtor owns, or will use the proceeds of any loans by Lender to become the owner of, the Collateral free from any setoff, claim, restriction, lien, security interest or encumbrance except liens for taxes not yet due and the security interest hereunder.

C. Fixtures and Accessions. None of the Collateral is affixed to real estate or is an accession to any goods, or will become a fixture or accession, except as expressly set out herein.

D. Environmental Compliance. The conduct of Debtor's business operations and the condition of Debtor's property does not and will not violate any federal laws, rules or ordinances for environmental protection, regulations of the Environmental Protection Agency and any applicable local or state law, rule, regulation or rule of common law and any judicial interpretation thereof relating primarily to the environment or any materials defined as hazardous materials or substances under any local, state or federal environmental laws, rules or regulations, and petroleum, petroleum products, oil and asbestos ("Hazardous Materials").

E. Power and Authority. Debtor has full power and authority to make this Agreement, and all necessary consents and approvals of any persons, entities, governmental or regulatory authorities and securities exchanges have been obtained to effectuate the validity of this Agreement.

F. Merger/Name Change. Within the five (5) years preceding the date hereof, Debtor has not changed its name or been party to any merger or other corporate reorganization.

4. Debtor's Covenants. Until full payment and performance of all of the Obligations and termination or expiration of any obligation or commitment of Lender to make advances or loans to Debtor, unless Lender otherwise consents in writing:

A. Obligation and This Agreement. Debtor shall perform all of its agreements herein and in any other agreements between it and Lender.

B. Ownership and Maintenance of the Collateral. Debtor shall, at its own cost and expense, keep the Collateral in good and safe condition and working order in compliance with all applicable insurance and manufacturer's suggested maintenance standards and warranty conditions. Debtor shall defend the Collateral against all claims and demands of all persons at any time claiming any interest therein adverse to Lender. Debtor shall keep the Collateral free from all liens and security interests except those for taxes not yet due and the security interest hereby created.

C. Insurance. Debtor shall maintain continuously, and pay when due all premiums for, fire and casualty insurance with extended coverage on the Collateral, insuring the same against loss by fire, explosion, theft and such other casualties as are usually insured against by companies engaged in the same or similar businesses with a responsible company or companies satisfactory to Lender, in an amount not less than the unpaid balance of the loans evidenced by the Note. Each of such insurance policies shall have attached thereto a standard loss payable endorsement, without contribution, in favor of Lender as its interest may appear; shall provide that it may not be canceled without thirty (30) days' prior written notice to Lender; shall provide that, in respect of Lender's interest in such policy, the insurance shall not be invalidated by any action or inaction of Debtor or any other person (other than Lender); shall insure Lender's interest in the Collateral as it may appear, regardless of any breach or violation of any warranty, declaration or condition contained in such policy by Debtor or any other person (other than Lender); and shall otherwise be in form and substance

acceptable to Lender. Debtor shall deliver forthwith to Lender each such policy (together with the loss payable endorsement), or certificates of insurance or other evidence satisfactory to Lender of the existence of all required insurance, its terms and conditions, and the payment of all applicable premiums. Similar evidence of renewal coverage, satisfactory to Lender, shall be delivered to Lender at least fifteen (15) days before the expiration of any initial insurance coverage. In addition, Debtor shall maintain, and pay when due all premiums for, liability and other insurance in such amounts and against such risks as is acceptable to Lender. Debtor irrevocably appoints Lender as its attorney-in-fact, with full power of substitution, to execute loss claims and other applications for payment of benefits under any insurance policy in the name of Debtor or Lender, to receive all monies and to endorse drafts, checks and other instruments for the payment of any proceeds of any insurance. This appointment shall be deemed a power coupled with an interest and shall not be terminable by Debtor so long as Debtor remains indebted to Lender. If Debtor fails to maintain any required insurance, to the extent permitted by applicable law Lender may (but is not obligated to) purchase single interest insurance coverage for the Collateral which insurance may at Lender's option (i) protect only Lender and not provide any remuneration or protection for Debtor directly and (ii) provide coverage only after the Obligations have been declared due as herein provided. The premiums for any such insurance purchased by Lender shall be a part of the Obligations and shall bear interest at the Default Rate (as defined in the Note).

D. Lender's Costs. Debtor shall pay all costs necessary to obtain, preserve, perfect, defend and enforce the security interest created by this Agreement, collect the Obligations, and preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, legal expenses, reasonable attorney's fees and other fees or expenses for which Debtor is obligated to reimburse Lender in accordance with the terms of the Loan Documents. Whether the Collateral is or is not in Lender's possession, and without any obligation to do so and without waiving Debtor's default for failure to make any such payment, Lender at its option may pay any such costs and expenses, discharge encumbrances on the Collateral, and pay for insurance of the Collateral, and such payments shall be a part of the Obligations and bear interest at the rate set out in the Obligations. Debtor agrees to reimburse Lender on demand for any costs so incurred.

E. Information and Inspection. Debtor shall (i) promptly furnish Lender any information with respect to the Collateral requested by Lender; (ii) allow Lender or its representatives to inspect the Collateral, at any time and wherever located, and to inspect and copy, or furnish Lender or its representatives with copies of, all records relating to the Collateral and the Obligations; (iii) promptly furnish Lender or its representatives such information as Lender may request to identify the Collateral, at the time and in the form requested by Lender; and (iv) deliver upon request to Lender shipping and delivery receipts evidencing the shipment of goods and invoices evidencing the receipt of, and the payment for, the Collateral.

F. Additional Documents. Debtor shall sign and deliver any papers deemed necessary or desirable in the judgment of Lender to obtain, maintain, and perfect the security interest hereunder and to enable Lender to comply with any federal or state law in order to obtain or perfect Lender's interest in the Collateral or to obtain proceeds of the Collateral.

G. Parties Liable on the Collateral. Debtor shall preserve the liability of all obligors on any Collateral, shall preserve the priority of all security therefor, and shall deliver to Lender the original certificates of title on all motor vehicles or other titled vehicles constituting the Collateral. Lender shall have no duty to preserve such liability or security, but may do so at the expense of Debtor, without waiving Debtor's default.

H. Records of the Collateral. Debtor at all times shall maintain accurate books and records covering the Collateral. Debtor immediately will mark all books and records with an entry showing the absolute assignment of all

Collateral to Lender, and Lender is hereby given the right to audit the books and records of Debtor relating to the Collateral at any time and from time to time. The amounts shown as owed to Debtor on Debtor's books and on any assignment schedule will be the undisputed amounts owing and unpaid.

I. Disposition of the Collateral. If disposition of any Collateral gives rise to an account, chattel paper or instrument, Debtor immediately shall notify Lender, and upon request of Lender shall assign or endorse the same to Lender. No Collateral may be sold, leased, manufactured, processed or otherwise disposed of by any Debtor in any manner without the prior written consent of Lender.

J. Location and Use of the Collateral. Except for items of Collateral that constitute mobile goods and that are in fact in use by Debtor in the ordinary course of business at other locations, all the Collateral shall, from and after the moment that Debtor acquires possession or control of it, be kept either at (i) Debtor's address set forth below its signature which is Debtor's chief executive office and principal place of business or (ii) the "Equipment Location" set forth in Exhibit B hereto, and all records relating to the Collateral shall likewise be kept only at such location or locations. Debtor shall use the Collateral exclusively for its business operations.

K. Change of Name/Status and Notice of Changes. Without the written consent of Lender, Debtor shall not change its name, change its corporate status, use any trade name or engage in any business not reasonably related to its business as presently conducted. Debtor shall notify Lender immediately of (i) any material change in the Collateral, (ii) a change in Debtor's residence or location, (iii) a change in any matter warranted or represented by Debtor in this Agreement, or in any of the Loan Documents or furnished to Lender pursuant to this Agreement, (iv) any change in the location of any Collateral and (v) the occurrence of an Event of Default (hereinafter defined).

L. Use and Removal of the Collateral. Debtor shall not use the Collateral illegally. Debtor shall not, unless previously indicated as a fixture, permit the Collateral to be affixed to real or personal property without the prior written consent of Lender. Debtor shall not permit any of the Collateral to be removed from the locations specified herein without the prior written consent of Lender.

M. Power of Attorney. Debtor appoints Lender and any officer thereof as its attorney-in-fact with full power in its name and behalf to do every act which Debtor is obligated to do or may be required to do hereunder; however, nothing in this paragraph shall be construed to obligate Lender to take any action hereunder nor shall Lender be liable to Debtor for failure to take any action hereunder. This appointment shall be deemed a power coupled with an interest and shall not be terminable as long as the Obligations are outstanding and shall not terminate on the disability or incompetence of Debtor.

N. Waivers by Debtor. Debtor waives notice of the creation, advance, increase, existence, extension or renewal of, and of any indulgence with respect to, the Obligations; waives presentment, demand, notice of dishonor, and protest; waives notice of the amount of the Obligations outstanding at any time, notice of any change in financial condition of any person liable for the Obligations or any part thereof, notice of any Event of Default, and all other notices respecting the Obligations; and agrees that maturity of the Obligations and any part thereof may be accelerated, extended or renewed one or more times by Lender in its discretion, without notice to Debtor. Debtor waives any right to require that any action be brought against any other person or to require that resort be had to any other security or to any balance of any deposit account. Debtor further waives any right of subrogation or to enforce any right of action against any other debtor until the Obligations are paid in full.

O. Other Parties and Other Collateral. No renewal or extension of or any other indulgence with respect to the Obligations or any part thereof, no

release of any security, no release of any person (including any maker, endorser, guarantor or surety) liable on the Obligations, no delay in enforcement of payment, and no delay or omission or lack of diligence or care in exercising any right or power with respect to the Obligations or any security therefor or guaranty thereof or under this Agreement shall in any manner impair or affect the rights of Lender under the law, hereunder, or under any other agreement pertaining to the Collateral. Lender need not file suit or assert a claim for personal judgment against any person for any part of the Obligations or seek to realize upon any other security for the Obligations, before foreclosing or otherwise realizing upon the Collateral. Debtor waives any right to the benefit of or to require or control application of any other security or proceeds thereof, and agrees that Lender shall have no duty or obligation to Debtor to apply to the Obligations any such other security or proceeds thereof.

P. Compliance with State and Federal Laws. Debtor will maintain its existence, good standing and qualification to do business, where required, and comply with all laws, regulations and governmental requirements, including without limitation, environmental laws applicable to it or any of its property, business operations and transactions.

Q. Environmental Covenants. Debtor shall immediately advise Lender in writing of (i) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable federal, state, or local laws, ordinances or regulations relating to any Hazardous Materials affecting any Debtor's business operations; and (ii) all claims made or threatened by any third party against Debtor relating to damages, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials. Debtor shall immediately notify Lender of any remedial action taken by Debtor with respect to Debtor's business operations. Debtor will not use or permit any other party to use any Hazardous Materials at any of Debtor's places of business or at any other property owned by Debtor except such materials as are incidental to Debtor's normal course of business, maintenance and repairs and which are handled in compliance with all applicable environmental laws. Debtor agrees to permit Lender, its agents, contractors and employees to enter and inspect any of Debtor's places of business or any other property of Debtor at any reasonable times upon three (3) days prior notice for the purposes of conducting an environmental investigation and audit (including taking physical samples) to insure that Debtor is complying with this covenant and Debtor shall reimburse Lender on demand for the costs of any such environmental investigation and audit. Debtor shall provide Lender, its agents, contractors, employees and representatives with access to and copies of any and all data and documents relating to or dealing with any Hazardous Materials used, generated, manufactured, stored or disposed of by Debtor's business operations within five (5) days of the request therefor.

R. WARRANTY DISCLAIMER. LENDER IS NOT A MANUFACTURER OR SELLER OF THE COLLATERAL AND MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE COLLATERAL, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. DEBTOR SHALL NOT ASSERT ANY BREACH OF ANY SUCH WARRANTY AS A DEFENSE TO ANY OF ITS OBLIGATIONS TO LENDER UNDER THIS AGREEMENT OR THE LOAN DOCUMENTS; HOWEVER, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO IMPAIR ANY OF DEBTOR'S REMEDIES FOR BREACH OF WARRANTY AGAINST ANY SELLER OR MANUFACTURER OF THE COLLATERAL.

5. Default.

A. Event of Default. An event of default ("Event of Default") shall occur if: (i) there is a loss, theft, damage or destruction of any material portion of the Collateral for which there is no insurance coverage or for which, in the opinion of Lender, there is insufficient insurance coverage; (ii) Debtor or any other obligor on all or part of the Obligations shall fail to timely and properly pay or observe, keep or perform any term, covenant, agreement or condition in this Agreement or in any other agreement between Debtor and Lender or between Lender and any other obligor on the Obligations, including, but not limited to, the Note and the other Loan Documents; (iii) Debtor or

such other obligor shall fail to timely and properly pay or observe, keep or perform any term, covenant, agreement or condition in any agreement between such party and any affiliate or subsidiary of NationsBank Corporation; (iv) Debtor or such other obligor shall fail to timely and properly pay or observe, keep or perform any term, covenant, agreement or condition in any lease agreement between such party and any lessor pertaining to premises at which any Collateral is located or stored; (v) Debtor or such other obligor abandons any leased premises at which any Collateral is located or stored and the Collateral is either moved without the prior written consent of Lender or the Collateral remains at the abandoned premises; or (vi) an event shall occur under the Note which allows Lender to accelerate, or causes automatic acceleration of, payment of the Note.

B. Rights and Remedies. If any Event of Default shall occur, then, in each and every such case, Lender may, without presentment, demand, or protest; notice of default, dishonor, demand, non-payment, or protest; notice of intent to accelerate all or any part of the Obligations; notice of acceleration of all or any part of the Obligations; or notice of any other kind, all of which Debtor hereby expressly waives, (except for any notice required under this Agreement, any other Loan Document or applicable law); at any time thereafter exercise and/or enforce any of the following rights and remedies at Lender's option:

i. Acceleration. The Obligations shall, at Lender's option, become immediately due and payable, and the obligation, if any, of Lender to permit further borrowings under the Obligations shall at Lender's option immediately cease and terminate.

ii. Possession and Collection of the Collateral. At its option: (a) take possession or control of, store, lease, operate, manage, sell, or instruct any agent or broker to sell or otherwise dispose of, all or any part of the Collateral; (b) notify all parties under any account or contract right forming all or any part of the Collateral to make any payments otherwise due to Debtor directly to Lender; (c) in Lender's own name, or in the name of Debtor, demand, collect, receive, sue for, and give receipts and releases for, any and all amounts due under such accounts and contract rights; (d) endorse as the agent of Debtor any check, note, chattel paper, documents, or instruments forming all or any part of the Collateral; (e) make formal application for transfer to Lender (or to any assignee of Lender or to any purchaser of any of the Collateral) of all of Debtor's permits, licenses, approvals, agreements, and the like relating to the Collateral or to Debtor's business; (f) take any other action which Lender deems necessary or desirable to protect and realize upon its security interest in the Collateral; and (g) in addition to the foregoing, and not in substitution therefor, exercise any one or more of the rights and remedies exercisable by Lender under any other provision of this Agreement, under any of the other Loan Documents, or as provided by applicable law (including, without limitation, the Uniform Commercial Code as in effect in North Carolina (hereinafter referred to as the "UCC")). In taking possession of the Collateral Lender may enter Debtor's premises and otherwise proceed without legal process, if this can be done without breach of the peace. Debtor shall, upon Lender's demand, promptly make the Collateral or other security available to Lender at a place designated by Lender, which place shall be reasonably convenient to both parties.

Lender shall not be liable for, nor be prejudiced by, any loss, depreciation or other damages to the Collateral, unless caused by Lender's willful and malicious act. Lender shall have no duty to take any action to preserve or collect the Collateral.

iii. Receiver. Obtain the appointment of a receiver for all or any of the Collateral, Debtor hereby consenting to the appointment of such a receiver and agreeing not to oppose any such appointment.

iv. Right of Set Off. Without notice or demand to Debtor, set off and apply against any and all of the Obligations any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at

any time held or owing by Lender or any of Lender's agents or affiliates to or for the credit of the account of Debtor or any guarantor or endorser of the Obligations.

Lender shall be entitled to immediate possession of all books and records evidencing any Collateral or pertaining to chattel paper covered by this Agreement and it or its representatives shall have the authority to enter upon any premises upon which any of the same, or any Collateral, may be situated and remove the same therefrom without liability. Lender may surrender any insurance policies in the Collateral and receive the unearned premium thereon. Debtor shall be entitled to any surplus and shall be liable to Lender for any deficiency. The proceeds of any disposition after default available to satisfy the Obligations shall be applied to the Obligations in such order and in such manner as Lender in its discretion shall decide.

Debtor specifically understands and agrees that any sale by Lender of all or part of the Collateral pursuant to the terms of this Agreement may be effected by Lender at times and in manners which could result in the proceeds of such sale as being significantly and materially less than might have been received if such sale had occurred at different times or in different manners, and Debtor hereby releases Lender and its officers and representatives from and against any and all obligations and liabilities arising out of or related to the timing or manner of any such sale.

6. General.

A. Parties Bound. Debtor acknowledges that the rights of Lender may be assigned to any person in whole or in part at the sole discretion of Lender, and Debtor agrees that any defense it may have against Lender shall not be asserted, and shall be void, against any assignee of the rights of Lender. Debtor shall not assign any of its rights or obligations under this Agreement to any person without the prior written consent of Lender, and in the absence of such prior written consent, no such assignment of any right or obligation of Debtor hereunder shall be binding on Lender. Lender's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by Lender of any of the Obligations or the Collateral or any part thereof, Lender thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but Lender shall retain all rights and powers hereby given with respect to any of the Obligations or the Collateral not so assigned or transferred. All representations, warranties and agreements of Debtor if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of Debtor.

B. Waiver. No delay of Lender in exercising any power or right shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right. No waiver by Lender of any right hereunder or of any default by Debtor shall be binding upon Lender unless in writing, and no failure by Lender to exercise any power or right hereunder or waiver of any default by Debtor shall operate as a waiver of any other or further exercise of such right or power or of any further default. Each right, power and remedy of Lender as provided for herein or in any of the Loan Documents, or which shall now or hereafter exist at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other such right, power or remedy. The exercise or beginning of the exercise by Lender of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by Lender of any or all other such rights, powers or remedies.

C. Agreement Continuing. This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between Lender and Debtor shall be closed at any time, shall be equally applicable to any new transactions thereafter. Provisions of this Agreement, unless by their terms exclusive, shall be in addition to other agreements between the parties. Time is of the essence of this Agreement.

D. Definitions. Unless the context indicates otherwise, definitions in the UCC apply to words and phrases in this Agreement; if UCC definitions conflict, Article 9 definitions apply.

E. Notices. Notice shall be deemed reasonable if mailed postage prepaid at least five (5) days before the related action (or if the UCC elsewhere specifies a longer period, such longer period) to the address of Debtor given below, or to such other address as any party may designate by written notice to the other party. Each notice, request and demand shall be deemed given or made, if sent by mail, upon the earlier of the date of receipt or five (5) days after deposit in the U.S. Mail, first class postage prepaid, or if sent by any other means, upon delivery.

F. Modifications. No provision hereof shall be modified or limited except by a written agreement expressly referring hereto and to the provisions so modified or limited and signed by Debtor and Lender. The provisions of the Agreement shall not be modified or limited by course of conduct or usage of trade.

G. Applicable Law and Partial Invalidity. This Agreement has been delivered in the State of Georgia and shall be construed in accordance with the laws of that State. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement. The invalidity or unenforceability of any provision of any Loan Document to any person or circumstance shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

H. Financing Statement. To the extent permitted by applicable law, a carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral shall be sufficient as a financing statement.

I. Writ of Possession. DEBTOR HEREBY ACKNOWLEDGE THAT THE INDEBTEDNESS ARISES OUT OF A "COMMERCIAL TRANSACTION" AS THE TERM IS DEFINED IN O.C.G.A. § 44-14-260(1) CONCERNING FORECLOSURE OF MORTGAGES ON PERSONALTY, AND AGREE THAT IF A DEFAULT HAS OCCURRED AND IS CONTINUING, LENDER HAS THE RIGHT TO AN IMMEDIATE WRIT OF POSSESSION WITHOUT NOTICE OF HEARING, AND DEBTOR HEREBY KNOWINGLY AND INTELLIGENTLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO ANY NOTICE AND POSTING OF A BOND PRIOR TO SEIZURE BY LENDER, ITS TRANSFEREES, ASSIGNS OR SUCCESSORS IN INTEREST OF THE COLLATERAL OR ANY PORTION THEREOF. THE FOREGOING IS INTENDED BY DEBTOR AS A "WAIVER" AS THAT TERM IS DEFINED IN O.C.G.A. § 44-14-260(3) RELATING TO FORECLOSURE OF MORTGAGES ON PERSONALTY.

J. Execution Under Seal. This Agreement is being executed under seal by Debtor.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed under seal by their duly authorized representatives as of the date first above written.

NationsBank, N.A.

By: Yusse London

Title: AVP

Southern Concrete Construction Co., Inc.

By: William A. Trellmar

Title: Vice President

[Corporate Seal]

Address:

605 East Oglethorpe Expressway

Albany, Georgia 31702

Exhibit A

Description of Equipment

1981 used American Model 5299 Crane sn 8111A2909 -
1998 GMC Pick-up Truck sn 1GDGC24RXWZ508325 ✓
1997 Ford F350 sn 1FDJW35F6VEC12330 ✓
1997 Ford F350 sn 1FDJW35F7VEC16810 ✓
Stahl Body
1997 GMC Pick-up Truck sn 1GTEC19W6VE520269 ✓
1997 Chev Pick-up Truck sn 1GCEC19W3VE251745 ✓
1997 GMC Pick-up Truck sn 1GTEC19W0VE555003 ✓
1997 GMC Pick-up Truck sn 1GTEC19W5VE547429 ✓
1997 GMC Pick-up Truck sn 2GTEC19W0V1507647 ✓
1997 GMC Pick-up Truck sn 1GTEC19W9VE550852 ✓
1997 Chev Pick-up Truck sn 1GCEC19W1VE135653 ✓
1997 Chev Pick-up Truck sn 1GCEC19W7VE210681 ✓
1997 Int'l 4700 sn 1HTSCAAM0VH450976 ✓
1997 Ford Crown Victoria sn 2FALP74WXVX157789 ✓
1997 GMC Pick-up sn 1GTEC14W8VZ500508 ✓
1998 GMC Pick-up sn 1GTEC19W5WE502655 ✓
1998 GMC Pick-up sn 1GTEC19W5WE502654 ✓
1998 CHEV Pick-up sn 2GCEK19R7W1148053 ✓
1998 FORD Pick-up sn 1FTZX1769WNA53911 ✓
1998 Int'l Model 9200 sn 2HSFMALR8WC040852 ✓
1998 Mack DM690S sn 1M2B206C5WM022402 ✓
10.5 Yard McNeilus Mixer sn 45321
1998 Mack DM690S sn 1M2B206C7WM022403 ✓
10.5 Yard McNeilus Mixer sn 45329
1998 Mack DM690S sn 1M2B206C0WM022405 ✓
10.5 Yard McNeilus Mixer sn 45331
1998 Mack DM690S sn 1M2B206C2WM022406 ✓
10.5 Yard McNeilus Mixer sn 45322
1998 Mack DM690S sn 1M2B206C9WM022404 ✓
10.5 Yard McNeilus Mixer sn 45323
1996 DAEWOO Forklift sn 16-02066
Kent 30G Demolition Hammer sn 4002
Free Flow Rail Car Unloader Model FFPCU-940 sn 3972091
Caterpillar Model 12G Motor Grader sn 3PL01076
(10) Cement Hopper Rail Cars (car numbers 10103,10108,10111,
10116,10117,10119,10122,10126,10131,10136) SOTX
(2) Ingersol Rand P-185WJD Air Compressors sn 277867 & 277864
Caterpillar 914G Loader sn 7ZM00390
Caterpillar 914G Loader sn 7ZM00391

Caterpillar 950F Loader sn 5SK02393
Caterpillar 914G Loader sn 7ZM00384
New Holland Tractor sn 31002661
Caterpillar 914G Loader sn 7ZM00416
Teledyne Princeton Lift sn TP51621197
Kawaski 80Z Loader sn 80C3-5392

Exhibit B

Equipment Location

CERTIFICATE

The undersigned hereby certifies that attached hereto is a true and correct copy of that certain Security Agreement dated December 5, 1997 between Southern Concrete Construction Co., Inc. and NationsBank, N.A.

Signed, sealed and
delivered this 18th day
of May, 1998
in the presence of:

Shirley D. Brooks
Notary Public

NationsBank, N.A.

By: [Signature]

Title: VICE PRESIDENT

Notary Public, DeKalb County, Georgia
My Commission Expires Jan. 2, 2000