

EXHIBIT

Smith #7
Oct 12-4-02LIQUIDATION AND LOAN MODIFICATION AGREEMENT

THIS LIQUIDATION AND LOAN MODIFICATION AGREEMENT (the "Agreement") is made this 5th day of October, 1999, by and among UNITED LEASING CORPORATION, a Virginia corporation ("ULC"), UNITED RECOVERIES, INC., a Virginia corporation ("URI"), and RESOURCE BANK ("Lender").

Recitals

1. Lender is the holder of a security interest in certain assets of AGM Development Corporation ("AGM"). The assets, in part, consist of all accounts, receivables and contract rights, equipment, tools and items of machinery, trucks and vehicles, furnishings and office furniture owned by AGM (the "Property"). Expressly excepted from this definition of Property is that certain account of AGM with Clancy & Theys Construction Company and the Equipment, hereinafter defined.
2. Lender is presently entitled to assembly of the Property by AGM and has the full power to sell, lease, transfer or otherwise deal with the Property as set forth in its various loan documents between AGM and Lender.
3. ULC is the maker of two Promissory Notes in favor of Lender as follows:
 - (a) Promissory Note dated June 8, 1999 in the original principal amount of \$600,000.00 (the "Equipment Note"); and
 - (b) Promissory Note dated June 11, 1999 in the original principal amount of \$400,000.00 (the "Receivable Note") (the Equipment Note and the Receivable Note are jointly referred to herein as the "ULC Notes").
4. The Equipment Note is secured by a duly perfected security interest in et alia that certain equipment listed on Exhibit "A" attached hereto and incorporated herein as if fully set forth (collectively, the "Equipment").
5. ULC and Lender are parties to an Intercreditor Agreement dated June 8, 1999 (the "Intercreditor Agreement").
6. The Receivable Note is secured by a duly perfected security interest in a Promissory Note in the original principal amount of \$400,000.00 dated June 11, 1999 made by AGM in favor of ULC (the "Promissory Note"). The Promissory Note is secured by an Assignment of a Subcontract dated May 13, 1999 between Hensel Phelps Construction Co. and AGM in the amount of \$3,173,300.00, Project #2099004-0300160 (National Ground Intelligence Center Rivanna Station, Charlottesville, VA) and all receivables arising therefrom.

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7. URI is a newly formed wholly-owned subsidiary of ULC.

8. ULC and Lender are desirous of (a) amending and renewing the obligations of ULC to Lender as evidenced by the ULC Notes and all related loan documents and (b) providing for the liquidation of the Property and Lender engaging URI as an independent contractor for the purposes of accomplishing such liquidation.

Agreement

In consideration of the foregoing recitals, the mutual promises of the parties, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties have agreed as follows:

1 Scope of Liquidation Engagement. Lender engages URI to liquidate by sale, lease, transfer or otherwise the Property.

2 Fees for Liquidation Services. As and for its fees earned for services rendered, ULC shall be entitled to the Proceeds of the sale(s) of the Property completed prior to the termination of this Agreement. "Proceeds" shall be defined herein to be the gross proceeds from the sale, lease, use or transfer of the Property. All expenses incurred in the liquidation process shall be satisfied solely by ULC. Such Proceeds shall be paid to Lender either directly or as received by ULC and shall applied by Lender to the Restructured Note (as defined hereinbelow) in accordance with its terms.

3 Independent Contractor URI is an independent contractor and is not an agent, partner or joint venturer of Lender. URI shall be solely responsible for paying its employees and any and all taxes, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays and other benefits for URI's employees, servants and agents.

4 Financial and Other Information. URI shall provide to Lender during the term of this Agreement the following financial data and information:

- (a) Copies of all contracts for the sale, lease, use or transfer of the Property or any part thereof;
- (b) A listing of all Property assembled by URI with appropriate identifying information thereon including its location such that Lender may inspect same which lists shall be provided to Lender not less than once every two weeks; and

- (c) A statement of all receipts on account of the sale, lease or transfer of the Property in detail reasonably satisfactory to Lender which statement of receipts shall be provided to Lender not less than once every two weeks.

5 Distribution of Proceeds of Sale of Property. URI shall promptly transmit to Lender all of the Proceeds from the sale of the Property or the Equipment. To the extent feasible, URI shall give Lender advance notice of the terms of any sale of the Property or Equipment. Lender shall not be required to release the lien on any portion of the Property or Equipment until it is satisfied, in its discretion which may not be unreasonably withheld, that it will receive the Proceeds from any sale of the Property or the Equipment.

6 Compliance with Law. ULC and URI each represent, warrant and covenant it has complied and shall hereafter comply with all laws, rules, ordinances and regulations of federal, state and local governments in the performance of its responsibilities under this Agreement.

7 Information Furnished. ULC and URI each hereby warrant and represent that all reports, documents and other information, (including but not limited to credit reports, appraisals, title information, legal documents and financial information) submitted by ULC and/or URI to Lender shall be genuine, accurate, valid and properly executed.

8 Risk and Guarantee of Compliance. ULC and URI shall each perform its respective responsibilities under this Agreement at its own risk. ULC and URI each assume all responsibility for its actions undertaking this Agreement and shall and does indemnify Lender from any claim, demand, liability, damages or arising in anyway from its work under this Agreement. ULC hereby guarantees the full, prompt and faithful performance by URI of its obligations under this Agreement.

9 Prior Consent to Sale, Lease or Transfer. Prior to any sale, lease or transfer of the Property or the Equipment, or any part thereof, URI shall obtain Lender's written consent thereto. ULC and URI expressly acknowledge that Lender holds only a security interest in the Property and is required to provide AGM with certain notices in connection with the sale, lease or other transfer of the Property. ULC and URI will perform no act that violates Lender's responsibilities to AGM in this regard. Notwithstanding the foregoing, if AGM executes a post default waiver of it right to receive notice of sale of collateral in form satisfactory to Lender's counsel, Lender hereby waives the requirement for prior written consent with respect to the sale, lease or other transfer of items of Property.

10 Notice of Litigation. ULC and URI shall each promptly notify Lender in writing of any litigation now or hereafter threatened or commenced it relating in anyway to its activities under this Agreement, including providing copies of pleadings filed in connection therewith, and shall thereafter promptly notify Lender of any material development associated with any such litigation. Material developments shall include, but not be limited to, pleadings, orders, offers of settlement, judgments, verdicts, and indictments.

11 Release and Reaffirmation by ULC. ULC acknowledges that (i) it has no claims against Lender, its parent, affiliates, subsidiaries, or their officers, directors, employees, agents, or attorneys (collectively, the "Lender Group"), whether for actions taken or not taken, as of the date of this Agreement, (ii) it has no defenses to the payment of the ULC Notes, and (iii) the Lender Group have at all times acted in good faith, have not defaulted under the ULC Notes, the Intercreditor Agreement or any related loan documents and have exercised no control over ULC. Accordingly, ULC releases and forever discharges the Lender Group of and from any and all manner of actions, suits, damages, injuries, claims, and demands whatsoever in law or equity, known or unknown, now existing, whether sounding in contract, tort, negligence, strict liability or otherwise, whether contingent or noncontingent. ULC shall promptly on demand indemnify the Lender Group from and against any liability which the Lender Group may incur as a result of any claims, demands, suits, or judgments against the Lender Group made by or on behalf of ULC within the scope of this release, including reasonable attorney's fees actually incurred in connection therewith. ULC hereby reaffirms and reacknowledges the representations, warranties and enforceability of its agreements with Lender as set forth in the ULC Notes and all related loan documents according to the terms set forth therein as if executed the date hereof and agrees to comply with the terms thereof. Said instruments and documents shall continue to govern and control the rights of Lender regarding the transactions contemplated therein. At Lender's request, ULC shall execute replacement and renewal documents relating to its obligations.

12 Restructured Note. The ULC Notes shall be restructured and re-executed as restructured (the "Restructured Note"). The terms of the Restructured Note shall be as follows:

(a) The principal balance shall be the sum of the principal balances of the ULC Notes. All accrued interest through date herewith shall be paid simultaneously with execution herewith.

(b) The Restructured Note shall bear interest Lender's prime rate of interest as announced from time to time.

(c) Payments of \$20,000.00 shall be required on a monthly basis on October 15, November 15, December 15, 1999 and January 15, 2000. These payments shall be applied first to accrued interest and then to principal.

(d) All monies collected from the sale of the Equipment or Property shall be applied to the unpaid principal balance of the Restructured Note by Lender.

(e) On February 1, 2000, the Restructured Note shall be curtailed by ULC to a Principal balance of \$400,000.00. This principal balance shall then be payable on a 5 year amortization schedule.

(f) In the event that ULC pays the Restructure Note in full prior to December 31, 1999 at 2:00 p.m. Eastern Standard Time in immediately available funds, ULC shall be entitled to \$50,000.00 discount thereon.

13 Total Cooperation and Execution of New Loan Documents. ULC and URI shall cooperate with Lender fully and in good faith in the execution and performance of this Agreement, and shall deliver to Lender the additional documents referenced in this Agreement and such other documents as Lender shall reasonably request, all in form and substance satisfactory to Lender. Specifically, simultaneously with the execution herewith, ULC shall execute a new set of loan documents evidencing its obligations under the Restructured Note and renewing its obligations under the loan documents related thereto.

14 Events of Default. Each of the following events shall constitute an "Event of Default" under this Agreement:

- (a) Failure to make any payment required to be paid under this Agreement, the Restructured Note or any related loan documents;
- (b) Default in the performance of, or compliance with, any of the other covenants, conditions and agreements set forth in this Agreement when due;
- (c) The breach of or the occurrence of any event of default under any other agreement between ULC and Lender, or
- (d) ULC or URC seeks to challenge the enforceability or validity of this Agreement, the Restructured Note or any related loan documents.

15 Remedies on Default. ULC and URI understand that there shall be no grace or cure period with respect to any default. Upon an Event of Default, Lender may immediately, without any further notice or demand, terminate this Agreement exercise any and all remedies available to Lender under applicable law and/or may enforce any of the obligations arising under this Agreement and/or the Restructured Note, the Intercreditor Agreement or related Loan Documents. Any default under this Agreement, the Intercreditor Agreement, the Restructured Note or any related Loan Documents, shall constitute a default under each other agreement and document. Lender shall not, by the execution of this Agreement, be deemed to have waived or agreed to forbear with respect to any provision of any other agreement.

16 Representations and Warranties. As of the date of this Agreement, each party hereto represents and warrants to the others:

- (a) Corporate Power and Authority. The execution, delivery, and performance of this Agreement by it has been duly authorized by all necessary corporate

action and do not and will not (i) require any consent or approval of its stockholders, or (ii) contravene its charter or bylaws;

- (b) No Conflict. The execution, delivery, and performance by it of this Agreement do not and will not (i) result in a breach of or constitute a default under any agreement or instrument to which it is a party or by which it or its properties may be bound or affected, (ii) result in, or require, the creation or imposition of any lien, upon or with respect to any of the Property, or (iii) cause it to be in default under any law, rule, regulation, order, writ, judgment, injunction, decree, determination, or award applicable to such entity;
- (c) Legally Enforceable Agreement. This Agreement is its legal, valid, and binding obligation, enforceable against it in accordance with its terms; provided that such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally, provided, however, that the agreements of ULC or URI are not void ab initio or voidable, and (ii) the application of principles of equity whether in an action in law or proceeding in equity.

17 True and Complete Statements. ULC and URI each represent and warrant that all of the representations, warranties, and statements in this Agreement and in any documents delivered by such entity to Lender through and including the execution of this Agreement and for so long as this Agreement remains effective are and shall be true, complete, and correct, and no facts have been or will be omitted which might render the statements misleading.

18 Execution of Agreement. This Agreement shall be binding upon ULC, URI and Lender upon their execution of this Agreement and delivery of the executed Agreement to Lender.

19 Entire Agreement. This Agreement, together with the ULC Notes, the Restructured Note and the related loan documents, constitutes the entire agreement between the parties with respect to its subject matter and supersedes and merges all prior negotiations, offers, representations, warranties, and agreements with respect to its subject matter. No course of prior dealing between the parties, no usage of trade, and no outside evidence of any nature shall be used to supplement, interpret, or modify any of the terms of this Agreement.

20 Survival. The provisions of this Agreement shall survive the delivery of any documents and/or agreements pursuant to this Agreement; provided however, that to the extent the terms and conditions of this Agreement are in conflict with the terms and conditions of any of the ULC Notes, Restructured Note or related loan documents, the ULC Notes, Restructured Note and related loan documents shall govern and control.

21 Severability. If any provision of this Agreement is unenforceable, the remainder of this Agreement shall continue in effect and be construed as if the unenforceable provision had not been contained in this Agreement. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22 Modification, Waiver. This Agreement may be modified only by a writing signed by Lender, ULC and URI. No waiver of any part of this Agreement, including this Section, shall be binding on the waiving party unless the waiver is in writing and signed by the waiving party. No waiver shall apply to any circumstance other than that in which it is given. No approval given by any party shall constitute an approval of any similar matter in the future. The acceptance of performance or partial performance with knowledge of a default shall not be a waiver of that default.

23 Governing Law. All matters regarding the formation, interpretation, and enforcement of this Agreement shall be governed by Virginia law, including its laws relating to choice of law.

24 Monetary Units. Any amounts referenced in "dollars" or with a leading "\$" shall mean lawful dollars of currency of the United States of America. Unless otherwise noted, all sums shall be payable in immediately available funds on the indicated date. If Lender, in its sole discretion, accepts payment in other than immediately available funds, Lender shall not be deemed to have received the payment until such payment is irrevocably credited to Lender's account.

25 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns, provided however, that this Section shall not be construed to permit the assignment of this Agreement by ULC without the prior written consent of Lender.

26 Notices. Any notice or other communication required or permitted under this agreement shall be in writing and shall be given by recognized overnight delivery service for next day delivery or hand delivery or sent by the United States Mail by certified mail, return receipt requested, postage prepaid, and shall be deemed given (a) when hand delivered, (b) one day after delivery to the overnight delivery company, or (c) two days after deposit with the United States Postal Service. Notices shall be addressed to the parties as set forth below (or such other address as the parties may, by notice, specify):

IF TO LENDER:

Resource Bank
3720 Virginia Beach Blvd.
Virginia Beach, VA. 23452
Attn: Mary E. Smith, Senior Vice President

And

Jonathan L. Hauser, Esquire
Mays & Valentine, L.L.P
P.O. Box 3670
999 Waterside Drive
Norfolk, Virginia 23514-3670

IF TO ULC or URI

United Leasing Corporation
9205 Chamberlayne Road
Mechanicsville, VA 23111

Or

United Recoveries, Inc.
9205 Chamberlayne Road
Mechanicsville, VA 23111

And

Thomas W. Papa, Esquire
406 W. Broad Street
Richmond, Virginia 23220-4221

Nothing in this Agreement shall be deemed to invalidate written notice which is provided by another means or to another address and is actually received by the intended party, which notice shall be deemed given when actually received.

27 : Headings. The headings contained in this Agreement are for the convenience of the parties only, and are not a part of the substantive agreement of the parties nor shall they affect the meaning or interpretation of any provision of this Agreement in any way.

28 Number and Gender. When used in this Agreement, the singular includes the plural, the plural includes the singular, and the use of any gender includes any other gender, as circumstances may require. The term "person" includes both natural persons and entities.

29 Third Party Beneficiaries. The provisions of this Agreement are intended to benefit only the parties to this Agreement and any other parties specifically mentioned. No person not a party to this Agreement or specifically mentioned in this Agreement shall be deemed to be a third party beneficiary of this Agreement, nor shall any such person be empowered to enforce the provisions of this Agreement, except to the extent such a person becomes a permitted assignee of one of the parties.

30 Venue. Regardless of what venue would otherwise be permissive or required, the parties stipulate that all actions arising under or affecting this Agreement shall be brought in the

Circuit or General District Courts of the City of Norfolk, Virginia, the parties agreeing that such forum is mutually convenient and bears a reasonable relationship to this Agreement.

31 Counterparts. This Agreement may be executed in multiple counterparts. When at least one copy of this Agreement has been executed by each party to this Agreement, this Agreement shall be in full force and effect, and all of the counterparts shall be read together as a single agreement.

32. Ratification. This Agreement shall not be binding upon the parties until it is ratified and approved by the Board of Directors of Lender.

EACH PARTY HERETO REPRESENTS AND WARRANTS THAT THEY ARE REPRESENTED BY COUNSEL OF THEIR CHOICE WHO HAS REVIEWED THIS AGREEMENT AND ADVISED THEM OF ITS CONTENTS AND MEANING. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RESTRUCTURED NOTE OR ANY RELATED LOAN DOCUMENTS.

UNITED LEASING CORPORATION

By [Signature] (Seal)
Title: Pres.

UNITED RECOVERIES, INC.

By [Signature] (Seal)
Title: Pres.

RESOURCE BANK

By [Signature] (Seal)
Title: SVP

STATE OF VIRGINIA
CITY/COUNTY OF HANOVER, to-wit:

The foregoing instrument was duly acknowledged before me this 6th day of October, 1999, by EDWARD H. SHIELD, as President of United Leasing Corporation.

[AFFIX NOTARIAL SEAL]

Mina Z. Morgan
(Notary Public)

My Commission expires: March 31, 2001

STATE OF VIRGINIA
CITY/COUNTY OF HANOVER, to-wit:

The foregoing instrument was duly acknowledged before me this 6th day of October, 1999, by EDWARD H. SHIELD, as PRESIDENT of United Recoveries, Inc.

[AFFIX NOTARIAL SEAL]

Mina Z. Morgan
(Notary Public)

My Commission expires: March 31, 2001

STATE OF VIRGINIA
CITY/COUNTY OF VA. BEACH, to-wit:

The foregoing instrument was duly acknowledged before me this 4TH day of October, 1999, by Mary E. Smith, Senior Vice President of Resource Bank.

[AFFIX NOTARIAL SEAL]

Elizabeth G. Badkins
(Notary Public)

My Commission expires: 4/30/03

EXHIBIT "A" TO COMMERCIAL SECURITY AGREEMENT**Dated October 5, 1999****with United Leasing Corporation as Grantor and Resource Bank as Lender**

<u>Equipment Description</u>	<u>Year Acquired</u>	<u>Purchase Price</u>
- 1989 Buick Century	08/30/91	\$ 4,705
- Allen Ride-On Trowel	04/15/92	\$ 9,494
- Allen Ride-On Trowel	07/15/93	\$ 9,180
- 1990 Ford F250	12/15/93	\$ 6,500
- 1988 Mack Truck	05/01/94	\$ 12,500
- Forklift	05/01/94	\$ 7,712
- 1992 Ford (VIN: 17420)	08/01/94	\$ 11,000
- Somero Laser Sceed	09/01/94	\$198,202
- 1991 Ford F150	10/01/94	\$ 6,700
- Laser	12/01/94	\$ 1,936
- Auto Levels (3) / Transits (3)	01/01/95	\$ 10,906
- Lasers (3)	01/01/95	\$ 8,961
- Light Towers (3)	05/01/95	\$ 17,408
- Air Compressor	05/01/95	\$ 10,575
- 46" Allen 12000 Ride-On Trowel	05/01/95	\$ 10,397
- 1990 Mack Truck (VIN: 100562)	05/01/95	\$ 18,000
- 1993 Ford F150 (VIN: 15318)	05/01/95	\$ 8,500
- 1993 Ford F150 (VIN: 15320)	05/01/95	\$ 8,500
- 1993 Ford F150 (VIN: 52500)	05/01/95	\$ 8,500
- 1993 Ford F150 (VIN: 52497)	05/01/95	\$ 8,500
- 1993 Ford F150 (VIN: 69738)	05/01/95	\$ 8,500
- Melroe 753 Bobcat	06/01/95	\$ 21,364
- MB25 Rebar Cutter	06/01/95	\$ 4,071
- BC25 Rebar Cutter	06/01/95	\$ 2,747
- Spectra Physics Laserplane	06/01/95	\$ 1,212
- Lee Boy Grader	06/01/95	\$ 34,000
- Metal Forming System	06/01/95	\$ 22,435
- Spectra Duel Laser/Grader	06/01/95	\$ 15,200
- 95 Rodgers 35-Ton Trailer	07/01/95	\$ 29,406
- 1990 Kenworth Tractor (VIN: 377206)	07/01/95	\$ 28,659
- 46" Ride-On Trowel (VIN: 111874)	08/01/95	\$ 10,743
- Jumping Jack Compactor (2)	08/01/95	\$ 4,389
- 85 F350 Service Truck	09/01/95	\$ 4,000
- Spectra Laser Plane (S/N: 6330)	09/01/95	\$ 2,260
- LeeBoy Grader	09/01/95	\$ 34,000
- Spectra Duel Laser/Grader	09/01/95	\$ 18,950
- Sokkia DT-6 Electric Transit	10/01/95	\$ 2,602
- Radio System	10/01/95	\$ 10,654

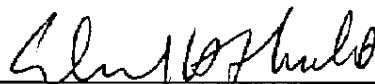
-	5-E Total Station	10/01/95	\$ 8,355
-	Chain Saw	11/01/95	\$ 7,962
-	Honda 5000 Watt Generators (2)	11/01/95	\$ 4,424
-	Honda 6000 Watt Generator	11/01/95	\$ 1,829
-	1992 Ford Econoline Van (VIN: 1608)	11/01/95	\$ 13,384
-	G-2000 Soff Cutt Saw	11/01/95	\$ 10,600
-	1987 Ford F350 (VIN: 65476)	11/01/95	\$ 8,809
-	1993 Ford F150 (VIN: 69743)	11/01/95	\$ 7,773
-	1990 Ford F150 (VIN: 24693)	12/01/95	\$ 15,000
-	2 LB Lasers	12/01/95	\$ 3,961
-	Soff Cut Saw	12/01/95	\$ 3,558
-	DT-6 Electronic Transit	12/01/95	\$ 2,477
-	Sokkia Electric Transit	12/01/95	\$ 619
-	Total Station	12/01/95	\$ 7,519
-	Total Station	12/01/95	\$ 7,519
-	6000 Watt Generator	02/01/96	\$ 2,023
-	6000 Watt Generator	02/01/96	\$ 2,023
-	93 SD400 Drum Roller (S/N: 5688)	03/01/96	\$ 30,821
-	Allen Magic Screed (S/N: 29018)	04/02/96	\$ 2,192
-	Allen Magic Screed (S/N: 29028)	04/02/96	\$ 2,192
-	Radios (2)	04/02/96	\$ 2,279
-	1995 F350 Crew Cab	04/30/96	\$ 25,704
-	Conveyor	06/30/96	\$ 5,852
-	96 Ford F Super	06/30/96	\$ 25,712
-	Rebar Bender	06/30/96	\$ 9,765
-	Rebar Cutter RC-E11	06/30/96	\$ 6,503
-	46" Trowel (S/N: 31896)	07/01/96	\$ 2,733
-	46" Trowel (S/N: 31816)	07/01/96	\$ 2,362
-	Generator	07/01/96	\$ 1,970
-	1996 Ford F150 Super Cab	07/31/96	\$ 17,380
-	1996 Ford F150 Super Cab	07/31/96	\$ 17,369
-	Gang Form System	09/30/96	\$ 31,814
-	Soff Cut Saw Package (S/N: 0042)	10/01/96	\$ 15,576
-	Total Stations (2) (S/N: 11277/7463)	11/01/96	\$ 14,089
-	Light Towers (2) (S/N: 89133/89135)	11/01/96	\$ 4,850
-	Equipment Trailer (2)	11/30/96	\$ 5,108
-	Equipment Trailer (2)	11/30/96	\$ 4,281
-	Forming System	12/01/96	\$ 7,034
-	40' Conex Box (S/N: 4100980)	12/01/96	\$ 2,508
-	Generator (S/N: 5145278)	12/01/96	\$ 2,022
-	Generator (S/N: 5145302)	12/01/96	\$ 2,017
-	45' Clark Flatbed Trailer	03/31/97	\$ 5,500
-	Utility Trailer	03/31/97	\$ 5,425

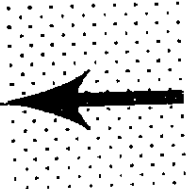
-	Utility Trailer	03/31/97	\$ 5,418
-	1972 Pike Trailer	03/31/97	\$ 2,150
-	Aluma Form System	03/31/97	\$ 95,179
-	Forming System	06/10/97	\$ 5,507
-	6 KW Generator	07/11/97	\$ 2,080
-	46" OL Rider Trowel	07/31/97	\$ 10,433
-	46" TL Rider Trowel	07/31/97	\$ 13,731
-	1995 Jeep Cherokee	07/15/98	\$ 19,730
-	1995 Acura Legend	07/15/98	\$ 16,170
-	Form System - Tradesman	10/27/98	\$ 28,967
-	10-Ton Gantry Crane	01/30/99	\$ 46,112
-	Ride-On Dumber SN 20	02/22/99	\$ 18,364

GRANTOR:

United Leasing Corporation

This 10 day of October, 1999

By: 
Edward H. Shield, President



RESOURCE BANK

This _____ day of October, 1999

By: _____
Mary E. Smith, Senior Vice Pres.