

THE FALCO CORPORATION hereby leases to the undersigned Lessee, and Lessee hereby leases and rents from Lessor, the personal property (herein called "equipment") described in the Schedule below, subject to the terms and conditions set forth below and continued on the reverse side hereof.

SCHEDULE

Quantity	Serial Number	Equipment (Manufacturer, Model No., Description)	Unit Price
1	430595	7-Unit Parkmaster	
1		9.50 x 14 Wheels	
7	43914 43915 43916 43913 43919 44030 44032	30" Spartan Dies	
7		16" Pneumatic Wheels	
TOTAL PRICE			\$
LESS TRADE-IN (IF ANY)			
TOTAL COST			\$ 10,399.50

LEASE TERM: 60 (50) MONTHS
 RENTAL PAYMENTS: \$ 247.50 per month for the first 50 months,
 followed by \$ NOT APPL. per month for the next _____ months,
 followed by \$ NOT APPL. per month for the next _____ months,
 followed by \$ NOT APPL. per month for the next _____ months,
 followed by \$ NOT APPL. per month for the next _____ months,
 ADVANCE RENTALS: \$ None payable at the time of signing of this lease, to be applied to the last _____ rental payments, in the inverse order of their respective maturities.
 RENEWAL OPTION: \$ 123.75 per annum.
 EQUIPMENT LOCATION: Route 2, Taylors, South Carolina
 SUPPLIER: Name W. J. Smith & Sons Co.
 Street Address Box 10013 City Charlotte State N.C.

1. PURCHASE AND DELIVERY. Lessee requests Lessor to purchase and arrange for delivery to Lessee of equipment of the type and quantity specified above, and has selected the supplier named above. Delivery shall be deemed complete upon arrival at Lessee's premises or when otherwise received by Lessee's agent.
 2. TERM AND RENT. This lease shall be for the period stated in the Schedule, commencing with date of delivery of the equipment to Lessee, which date of delivery Lessee authorizes Lessor to fill in, in the space provided above. Lessee agrees to pay during the initial term of the lease rent equal to the amount of each rent payment as specified in the Schedule multiplied by the number of such payments as specified in the Schedule. Monthly rent payments shall be made in advance on the first day of each month, first payment being due and payable on date of delivery. If equipment is delivered to Lessee on a day other than the first day of the month, payment for the first month, and for the last month, shall be a portion of the sum normally due for a full month prorated on a 30 day basis. All payments of rent shall be made at the office of Lessor, or at such other place as Lessor may in writing designate.
 3. ERRORS IN TOTAL COST. As used herein, "actual cost" means the cost to Lessor of purchasing and delivering the equipment to Lessee, including taxes, transportation, installation and other charges. The amount of each rent payment, and the amount of rental initially set forth above are based on the total cost initially set forth above, and shall each be adjusted proportionally if the actual cost differs from the total cost set forth above. Lessee hereby authorizes Lessor to correct the figures initially set forth above when the actual cost is known, and to add to the amount of each rent payment any tax that may be imposed on or measured by the rent payments.
 4. WARRANTIES. Lessor will include as a condition of its purchase of the equipment that supplier authorizes Lessee to enforce in its own name all warranties, agreements, and representations, if any, which may be made by the supplier to Lessee or Lessor, but Lessor makes no express or implied warranties as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of the equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned agree to all the terms and conditions set forth above and on the reverse side hereof, and each certifies that the person or persons signing this lease on its behalf are authorized so to obligate it. IN WITNESS WHEREOF Lessor and Lessee have dated this lease this 25th day of NOVEMBER 1991.

By <u>W. J. Smith & Sons Co.</u> Title _____	By <u>James T. Carr</u> Title _____
By <u>Arthur E. Jones</u> Title _____	By <u>Judith Louise Carr</u> Title _____
Witness <u>James M. McManis</u>	Witness _____

Lessee Address: Route 2 Lessor Address: P. O. Box 2936
 Taylors, South Carolina 29687 Greenville, S. C. 29604

EXHIBIT D

4328-N-21