Mortgage Modification Agreement

This Mortgage Modification Agreement, dated as of the 10th day of May 1994, by and between ATI Incorporated (f/k/a American Trencher, Inc.) ("Mortgagor") and Firstar Bank Cedar Rapids, N.A., (the "Bank"), sets forth the agreement of the parties as follows:

1. Existing Mortgage: Mortgagor has granted the Bank a first mortgage on the following described real estate situated in the county of Delaware State of Iowa:

   See attached Exhibit A, (the "Property"), which mortgage was recorded on February 8, 1994, at Book 34, Page 234 of the records of the Delaware County, Iowa, Recorder (the "1994 Mortgage").

2. New Consideration: Contemporaneously herewith the Bank has agreed to renew and increase a note to the Mortgagor in the sum of $956,000.00 which note is evidenced by Variable Balance Promissory Note Number 9008. The Mortgagor and the Bank desire that the obligation of the Mortgagor to repay such contemporaneously advanced funds to the Bank and all other indebtedness of the Mortgagor to Bank, whether evidenced by the cited note or any replacement continuation, or substitute note, be secured by the 1994 Mortgage, with no diminution or modification of the existing priority of the 1994 Mortgage.

3. Increase in After Advance Coverage: By their executions hereof, Mortgagor and the Bank amend the second full paragraph of the 1994 Mortgage, which presently reads:

   > "NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $1,228,000. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS."

   For Release, See Book 40
   Page 53 #66 3/15/96

   shall read instead:

   > "NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $1,366,000. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS."

4. Mortgagor's Representation: Mortgagor represents that there have been no intervening liens against the Property following the 1994 Mortgage.

5. Savings Clause. All other terms and conditions of the 1994 Mortgage, except as herein specifically and affirmatively modified, to continue in full force and effect.

FILE No. 37-3520
RECORDING FEE $ 16.00
TRANSFER FEE $

FILED FOR RECORD THE 20 DAY OF May, 19 94 AT 11:55 O'CLOCK A M. BOOK 35 PAGE 176

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
TLM

Agreed as of the date first hereinabove set forth.

Firstar Bank Cedar Rapids, N.A.

By: W. Timothy Fitzgerald
W. Timothy Fitzgerald
Vice President

ATI Incorporated (f/k/a American Trencher, Inc.)

By: Wayne R. Stallard
Wayne R. Stallard

STATE OF IOWA)
) SS.
COUNTY OF LINN)

On this 10th day of May, 1994, before me, the undersigned, a Notary Public and for the State of Iowa, personally appeared W. Timothy Fitzgerald, to me personallyknown, who being by me duly sworn, did say that he is the Vice President of Firstar Bank Cedar Rapids, N.A., that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that W. Timothy Fitzgerald as officer acknowledged that execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa

LARRY D. CHMELICEK
MY C... EXPIRES
...1995

On this 10th day of May, 1994, before me, the undersigned, a Notary Public and for the State of Iowa, personally appeared Wayne R. Stallard, to me personally known, who being by me duly sworn, did say that he is the Prseident of ATI Incorporated, and that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Wayne R. Stallard as officer acknowledged that execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa

LARRY D. CHMELICEK
MY COMMISSION EXPIRES
June 22, 1995

EXHIBIT "A"

Lots Five (5), Six (6) and Seven (7), Block Sixteen (16), and Lots One (1), Two (2), Three (3), Four (4), Seven (7), Eight (8), Nine (9) and Ten (10), Block Eighteen (18), Delhi, Iowa, and that part of vacated Sixth Street in said Town of Delhi, Iowa lying South of the extended center line of Gay Street and North of the railroad right-of-way, according to plat recorded in Book A L.D., Pages 128-129; and that part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Seventeen (17), Township Eight Eight (88) North, Range Four (4), West of the Fifth P.M. described as commencing at the intersection of the center line of Gay Street with the West line of Sixth Street in the Town of Delhi, Iowa, and running thence West to the East line of the Anamosa and Garnavillo State Road, thence Southwesterly along said road to the North line of the railroad right-of-way, thence Southeasterly along said railroad right-of-way to its intersection with the West line of said Sixth Street, thence North to the point of beginning, except that part described as commencing at the intersection of the North line of the railroad right-of-way with the East line of the Anamosa and Garnavillo State Road and running thence Southeasterly along said railroad right-of-way two hundred fifty (250.0) feet, thence Northwesterly to a point on the East line of said Anamosa and Garnavillo State Road which is one hundred seventy five (175.0) feet from the point of beginning, thence Southwesterly along the East line of said road one hundred seventy five (175.0) feet to the point of beginning; and Lot One (1) of the Subdivision of the Northwest part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Twenty (20), Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 49, from the 30th day of September, 1987, at 8:00 o'clock A.M. to the 19th day of October, 1993, at 8:00 o'clock A.M.

AND

Fifth Street between Market Street and South Street, the alley in Block Eighteen (18), and South Street between Fifth Street and Sixth Street; all in Delhi, Iowa, according to plat recorded in Book A L.D., Pages 128-129, from the date of the filing of the plat on the 11th day of March, 1846 to the 19th day of October, 1993, at 8:00 o'clock A.M.