

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

The Nelson Team, an Alabama Corporation, files this statement in writing, verified by the oath of Joe Nelson, President of The Nelson team, who has personal knowledge of the facts set forth:

The Nelson team claims a lien upon the monies owed by Daniel Corporation to Gradco, Inc. pursuant to a Subcontract Agreement attached hereto for irrigation labor and materials supplied and performed by The Nelson Team and pertaining to the landscape and planting plans dated September 28, 1998 for buildings No. 2500 and 2700 for the construction project designated as Meadowbrook South wherein Daniel Corporation is the owner.

That said lien is claimed to secure an indebtedness of \$18,807.35 with interest, from to wit February 10, 1999 to July 27, 1999, for labor and materials supplied and performed by The Nelson Team pursuant to the attached subcontract.

Before me, Sonya A. Goode, a notary public in and for the county of Jefferson, State of Alabama, personally appeared Joe Nelson, who being duly sworn, doth depose and say: That he has personal knowledge of the facts set forth in the foregoing statement of lien, and that the same are true and correct to the best of his knowledge and belief.

Joe Nelson
Affiant.

Subscribed and sworn to before me on this the 19 day of Nov, 1999, by said affiant.

Sonya A. Goode
Notary Public.

Inst # 1999-48208

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SHELBY COUNTY JUDGE OF PROBATE
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**RECORDER'S NOTE:
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UNIFORM SUBCONTRACT

ADOPTED BY

ALABAMA BRANCH ASSOCIATED GENERAL CONTRACTORS

This agreement made this 20th day of November 1998 by and between

The Nelson Team, Inc.

of 1118 Farley Avenue NE Leeds, AL 35094 hereinafter called the Subcontractor, and

Gradco, Inc.

of P.O. Box 380967 Birmingham, AL 35242 hereinafter called the Contractor

WITNESSETH:

For the consideration hereinafter named, the Subcontractor and Contractor agree and bind themselves as follows:

Section 1. The Subcontractor agrees to furnish all labor, materials (including scaffolding and hoisting facilities unless specifically excluded herein) and fully perform and in every respect complete the irrigation system to cover landscape per planting plans dated September 28, 1998 for bldgs #2500 & #2700 on sheet L1.0 and irrigation sleeving for same.

for the (project) MeadowBrook South

located at

for (owner) Daniel Corporation

according to the plans and specifications prepared by Gresham, Smith, & Partners

hereinafter called the Architect or Engineer.

Section 2. The Contractor agrees that he will pay to the Subcontractor, in accordance with the provisions of Section 4 hereof and subject to any increase or decrease resulting from changes that may be agreed upon, the sum of (\$ 101,500.00)

Section 3. The Subcontractor agrees to begin work as soon as he is notified by the Contractor that the ground is clear of the structure (or structures) far enough advanced to allow the beginning of that portion included herein, and will carry forward and complete his work as rapidly as the Contractor may judge that the progress of the structure (or structures) will permit. (finger)

indicated damages here (if any)

Subcontractor will receive payment within 10 days of Gradco, Inc.

being paid by owner.

Section 4. The Contractor agrees to pay the Subcontractor for periodic estimates submitted, upon receipt of payment from the Owners for the Contractor's periodic estimate in which the Subcontractor's periodic estimate is incorporated. Should the Subcontractor's portion of the Contractor's estimate be reduced for any reason, payment to the Subcontractor will be reduced accordingly. Final payment to Subcontractor to be made upon receipt of final payment from Owners.

Section 5. Subcontractor agrees to furnish, if and when requested by the Contractor, affidavits that all bills for materials and labor have been paid, such affidavit to be supported by receipted bills. If required by the Contractor. Prior to final payment to the Subcontractor, a release of liens and all claims is to be furnished to the Contractor together with any affidavits which may be required. The Contractor reserves the right to pay any outstanding past due obligations of the Subcontractor arising on this job by checks made payable jointly to the Subcontractor and its vendor or subcontractor. Any such payments shall apply as a payment on this Subcontract.

Section 6. If the Subcontractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if the Subcontractor should fail to carry forward and complete his work as provided in this Subcontract as rapidly as the Contractor may judge that the progress of the structure or structures will permit, or if he should become insolvent or should fail to make prompt payment for material or labor used on this job, or should fail to comply with instructions of the architect or with applicable portions of laws, or if he should otherwise be in breach of the contract, then the Contractor may without prejudice to any other right or remedy terminate the employment of the Subcontractor after giving him 7 days written notice of his intention to do so and may thereupon take control of the work covered by this subcontract and may take possession of all materials and instruments thereon and complete the work by releasing the Contractor or otherwise as the contractor may think best, in which case the subcontractor shall not be entitled to receive any further payments until the work is completed. If the unpaid balance under this subcontract shall exceed the expense of finishing the work including compensation for additional managerial and administrative services and all other expenses made necessary by the termination of the contract, the excess shall be paid to the subcontractor. If such expense is greater than such unpaid balance the subcontractor shall pay the difference to the Contractor.

Section 7. Subcontractor assumes exclusive liability for all contributions, taxes, or payments required to be made because of employees of the Subcontractor by the Federal and State Unemployment Compensation Acts, Social Security Acts or any amendments thereto, and by all other or future Acts, State or Federal, requiring the payment of similar contributions or taxes, and for all sales tax and use tax.

Section 8. The Subcontractor will maintain such insurance as will protect him and the Contractor from claims under Workmen's Compensation Acts and any other claims from property damage and claims for bodily injury, including death, which may arise from operations under this Contract, whether such operations be by himself or any of his subcontractors or anyone directly or indirectly employed by either of them. Limits of coverage to be as follows:

Workmen's Compensation	Statutory Limits
Public Liability Including Contractual Coverage	Limits <u>\$1,000,000.00</u>
Property Damage Including Contractual Coverage	Limits _____
Automobile (Including Trucks) Liability	Limits <u>\$500,000.00</u>
Automobile (Including Trucks) Property Damage	Limits _____

Indemnity Agreement: The Subcontractor covenants to indemnify and save harmless and exonerate the Contractor and the Owner of and from all liability, claims and demands for bodily injury and property damage arising out of the work undertaken by the Subcontractor, its employees, agents or its subcontractors, and arising out of any other operation no matter by whom performed for and on behalf of the Subcontractor, whether or not due in whole or in part to conditions, acts or omissions done or permitted by the Contractor or Owner.

Certificates of Insurance: The Subcontractor will submit to the Contractor (five (5) copies of certificates of insurance certifying that the insurance policies carried by him were in force before the work started and certifying that these policies will not be cancelled during the period of construction other than by an endorsement added to the policies and certificates reading substantially as follows:

"The policy herein referred to is not cancellable or subject to a reduction of coverage by the insurer in less than 10 days after the person or firm to whom this certificate is addressed has received written notice, as evidenced by return receipt of registered or certified letter."

Section 9. In case of conflict between the provisions of the Contract between the Owner and the Contractor and the provisions of this subcontract, the provisions of this subcontract shall prevail in any matter between the Contractor and Subcontractor.

Section 10. The Subcontractor shall not employ any workman whose employment on the building or project is subject to the Contractor.

Section 11. Claims for extras will only be allowed where written authorization has been given prior to execution of the work. When such authority is given without a proposal the full claim must be submitted promptly upon completion of the extra work.

Prior authority for temporary services must be given by the General Superintendent and claims for such services must be submitted in detail and approved weekly.

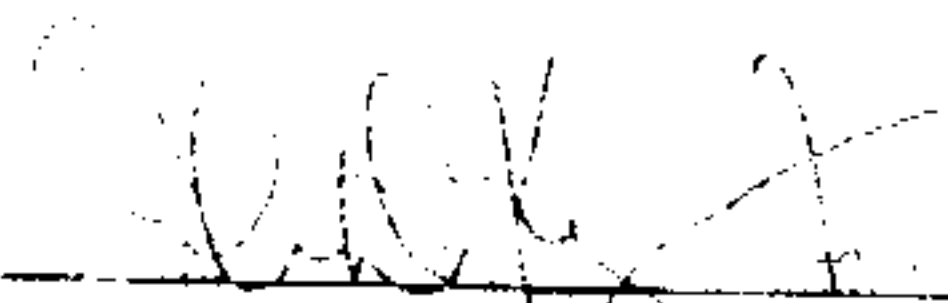
Section 12. It is fully understood that the Subcontractor will be responsible for keeping his part of the job clean and in an orderly fashion subject to the approval of the Contractor and Architect. Should it become necessary for the Contractor to incur any expense performing cleanup work for the Subcontractor, such expense will become subject to deduction from Subcontractor's contract price.

Notes:

1. No change orders will be performed prior to Gradco, Inc. granting permission
2. No backcharges to subcontractors without notice of damage and reasonable correction time being granted.
3. Contractor will not plant areas until after subcontractor have finished work in that area.

4. In accordance with a letter and agreed upon contract for complete vegetation services by Gradco and Daniel Corp.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.



Witness

Gradco, Inc.
(Contractor)

By John Jones - Controller

Title

The Nelson Team, Inc.
(Subcontractor)

Johnny Williams

Witness

By John Nelson - President

Title

Note: Job superintendents have been advised that subcontractors are not to begin work until such time as certificates of insurance have been furnished and a copy of this subcontract has been executed by the Subcontractor and returned to the Contractor.

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