VERIFIED STATEMENT OF LIEN

| STATE OF Missouri |) | |
|-------------------|---|----|
| |) | SS |
| COUNTY OF Jackson |) | |

REINTJES SERVICES, INC. ("CLAIMANT") files this statement in writing, verified by the oath of Robert Reintjes, Jr., who has personal knowledge of the facts herein set forth and is authorized by CLAIMANT to execute this statement:

That said CLAIMANT claims a lien upon the following property, situated in Shelby County, Alabama, to wit:

2885 Highway 31 South Calera, Alabama 35040

The legal description for the property is attached as Exhibit A hereto.

This lien is claimed, separately and severally, as to both the buildings and improvements thereon, and the said land.

That said lien is claimed to secure an indebtedness of \$17,269.51 with interest, from March 1, 2003, for the performance of certain refractory work by CLAIMANT to the buildings, appurtenances and improvements on the above described property. CLAIMANT performed the refractory work at the special request and insistence of Chemical Lime Company of Alabama, Inc. and pursuant to proposals dated April 23, 2002, Proposal No. 02-14960423 and September 27, 2002, Proposal No. 02-14960423-A1. Copies of the proposals are attached hereto as Exhibit B. CLAIMANT last performed the refractory work on October 4, 2002.

The name of the Owner of the property is Chemical Lime Company of Alabama, Inc.

REINTJES SERVICES, INC., Claimant.

Before me, Victoria E. Williams, a notary public in and for the county of Clay County, State of Missouri, personally appeared Robert Reintjes, Jr., 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.

Robert Reintjes, Jr., President

Affiant.

Subscribed and sworn to before me on this $\frac{24}{100}$ day of March, 2003, by Affiant.

Notary Public

Notary Public - State of Missouri Commissioned in Clay County My Commission Expires Dec. 28, 2006

EXHIBITA

EXHIBIT "A" LEGAL DESCRIPTION

A parcel of land situated in the West 1/2 of Section 28, Township 21 South, Range 2 West, and the East 1/2 of Section 29, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of Section 28, Township 21 South, Range 2 West, Shelby County, Alabama, which point lies 2685.92 feet East of the 2-inch capped iron accepted as the Northwest corner of said Section 28 and 2685.92 feet West of the accepted 2-inch capped iron at the Northeast corner of said Section 28, said corner located 0.78 feet North of the true line between accepted Section corners; thence run along the East line of said Northwest 1/4 of said Section 28, a distance of 1973.60 feet to the Northeast corner of the South 1/2 of the South 1/2 of the Northwest 1/4 of said Section 28, said point also being the point of beginning of the herein described parcel; thence continue along said East line of the Northwest 1/4 South 2 degrees 20 minutes 38 seconds East a distance of 1315.79 feet to an iron pin; thence run South 89 degrees 37 minutes 22 seconds West parallel to South line of the Northwest 1/4 of Section 28 a distance of 223.21 feet to an iron pin in the center of Camp Branch; thence run up the center of Camp Branch North 32 degrees 20 minutes 00 seconds East for 114.61 feet to a 3inch open top iron in the center of Camp Branch; thence run South 87 degrees 37 minutes 20 seconds West a distance of 1659.19 feet to an iron pin located on the Eastern right of way line of U.S. Highway #31; thence run North 17 degrees 38 minutes 33 seconds West a distance of 648.95 feet along said right of way to an iron pin located on South line of the Northwest 1/4 of Section 28; thence run South 89 degrees 38 minutes 46 seconds West a distance of 104.73 feet to an iron pin located on the Westerly right of way line of U.S. Highway #31; thence run South 89 degrees 38 minutes 46 seconds West a distance of 593.97 feet to a crimped iron; thence run North 89 degrees 58 minutes 38 seconds West a distance of 1361.56 feet to an iron rail; thence run South 00 degrees 36 minutes 02 seconds West a distance of 621.53 feet to an iron pin on the Easterly right of way line of L & N Railroad; thence run North 27 degrees 12 minutes 36 seconds West along said Easterly right of way of L & N Railroad a distance of 2572.36 feet to an iron pin; thence run South 89 degrees 53 minutes 58 seconds East a distance of 1096.34 feet to a 3-inch open top iron; thence run South 71 degrees 53 minutes 56 seconds East a distance of 35.71 feet along an old fence to an iron pin; thence run South 3 degrees 56 minutes 03 seconds East along said fence a distance of 292.22 feet to an iron pin located at a fence corner; thence run South 89 degrees 51 minutes 38 seconds East along said fence a distance of 1305.34 feet to a point; thence continue along fence South 88 degrees 04 minutes 43 seconds East a distance of 21.20 feet to an iron pin on the East line of Section 29; thence run South 2 degrees 17 minutes 00 seconds East for 41.70 feet; thence run South 2 degrees 17 minutes 00 seconds East a distance of 882.00 feet to an iron pin; thence run North 89 degrees 38 minutes 45 seconds East a distance of 470.75 feet to an iron pin located on the Westerly right of way line of U.S. Highway #31; thence continue along last described course a distance of 104.73 feet to an iron pin located on the Easterly right of way line of U.S. Highway #31; thence run North 17 degrees 38 minutes 33 seconds West along the Northeasterly right of way line of U.S. Highway #31 a distance of 229.43 feet to an iron pin; thence run North 89 degrees 44 minutes 04 seconds East a distance of 2172.33 feet to the point of beginning. Less and except the right of way of U.S. Highway #31.

According to the revised survey of Malcom C. LeBron, RLS #11671, dated December 4, 1995.

EXHIBIT "A", CONTINUED LEGAL DESCRIPTION

LESS AND EXCEPT THE FOLLOWING PARCELS:

EXCEPTION 1:

Commence at the NW corner of Section 28, Township 21 South, Range 2 West, and run South along the West line of said Section 28, 2360.03 feet; thence turn an angle right of 84 degrees 08 minutes 26 seconds and run 588.27 feet to the point of beginning; thence continue along last described course 276.90 feet; thence turn an angle right of 201 degrees 27 minutes 07 seconds and run 46.67 feet; thence turn an angle right of 191 degrees 16 minutes 19 seconds and run 88.32 feet; thence turn an angle right of 155 degrees 05 minutes 53 seconds and run 104.54 feet; thence turn an angle right of 84 degrees 44 minutes 09 seconds and run 177.87 feet; thence turn an angle right of 111 degrees 42 minutes 28 seconds and run 34.59 feet; thence turn an angle right of 167 degrees 53 minutes 25 seconds and run 96.94 feet; thence turn an angle right of 137 degrees 22 degrees 18 minutes and run 40.38 feet; thence turn an angle right of 155 degrees 44 minutes 39 seconds and run 79.73 feet; thence turn an angle right of 200 degrees 30 minutes 17 seconds and run 29.57 feet; thence turn an angle right of 214 degrees 00 minutes 10 seconds and run 279.73 feet; thence turn an angle right of 80 degrees 25 minutes 08 seconds and run 30.44 feet to the point of beginning. According to survey of Robert C. Farmer, RLS #14720, dated November 3, 1989. Situated in Shelby County, Alabama.

EXCEPTION 2:

All that part of the SW 1/4 of the NW 1/4 of Section 28, Township 21 South, Range 2 West, lying Southwest of Highway 31, except the North 882 feet thereof. Situated in Shelby County, Alabama.

EXHIBIT B



16'-0 Ø Lime Kiln Refractory Repairs Reintjes Proposal No. 02-14960423 April 23, 2002





PROPOSAL

To: Chemical Lime Date:

April 23, 2002

P O Box 479

Montevallo, AL 35115

Proposal No.

02-14960423

Attn:

Mr. John Yarbrough

16'-0Ø Lime Kiln Refractory Repairs Re:

Reintjes Services, Inc. ("Contractor") is pleased to provide this lump sum proposal to Chemical Lime ("Company") for the scope of work described as follows:

DEMOLITION

- Demo and remove two (2 ea) 10'-0 x 60° saw tooth castable lifter segments. Each segment to be removed consists of a 60° section as shown on Dwg. 1-1.
- Demo and remove three (3 ea) noncontiguous 10'-0 x 360° precast lifter and brick sections. See Dwg. 1-1 for details.

INSTALLATION

- Install 3/8Ø X 3" 310 S/S studs for new anchoring on 9 x 12 inch centers (maximum) as shown on dwg. 1-2 attached. Studs will facilitate installation of the insulating layer with no voids caused by shadowing of anchors/all-thread.
- Install couplings for threaded rod to support forming materials. Couplings will facilitate installation of the insulating layer with no voids caused by shadowing of anchors/all-thread.
- Install National's IRC 22 insulating gunite at a thickness of 2 1/2 inches. (Material supplied by Company.)
- Install anchors on studs and threaded rod on couplings.
- Form and pour the saw tooth lifter section as shown on attached dwg. 1-2 with National's EZ Cast 60 M 2.5 XR. (Material supplied by Company.)
- Remove all forms. 2.6

| EST. MATERIAL QUANTITIES REQUIRED. | . QTY | » U/M |
|------------------------------------|-------|-------|
| National IRC 22 Gun Mix | 13 | ton |
| National EZ Cast 60 M XR | 110 | ton |

P O Box 528 Theodore, AL 36590 Ph: 251-653-0176

Fx: 251-653-0207

3.0 ANCHORING

As an option, Contractor proposes supplying the following anchors as shown on dwg 1-2 attached for three (3 ea) full 10'-0 lifter sections and two (2 ea) 10'-0 x 60° segments.

| DESCRIPTION | | QTY | U/M |
|--------------|-------------------------------|-------|-----|
| 3/8Ø X 4 1/2 | V Anchors w/Hex Nut (310 S/S) | 1,260 | ea |
| 3/8Ø X 5 | V Anchors w/Hex Nut (310 S/S) | 210 | ea |
| 3/8Ø X 7 1/2 | V Anchors w/Hex Nut (310 S/S) | 210 | ea |
| 3/8Ø X 9 | V Anchors w/Hex Nut (310 S/S) | 210 | ea |
| 3/8Ø X 10 | V Anchors w/Hex Nut (310 S/S) | 210 | ea |
| 3/8Ø X 11 | V Anchors w/Hex Nut (310 S/S) | 420 | ea |
| 3/8Ø X 3 | Studs (310 S/S) | 2,520 | ea |

This proposal is provided based on the Request for Proposal and or drawings submitted to Contractor as noted below:

• Inquiry submitted via email on 04/15/02.

CONDITIONS OF PROPOSAL

This proposal must be part of any subsequent contract. Contractor is pleased to supply installation services to include all necessary skilled labor, equipment, consumables, supplies, and materials (as specified in the Request for Proposal). The installation services do not include any provision for design, material specification, or drawings for the work requested in the Request for Proposal.

QUALIFICATIONS

- 1. Company to remove and replace kiln burner, hood and ramp.
- 2. Company to allow ample cooling time for kiln prior to Contractor's arrival.
- 3. Company to furnish all necessary installation materials, unless Contractor provision is expressly stated. All materials to be palletized and of sufficient quantity and quality to perform the scope of work required.
- 4. It is recommended that Company require a representative from National Refractories & Minerals be present during the initial installation of the IRC 22 and EZ Cast 60 M XR in the event that quality issues arise.
- 5. All materials and incidentals required for forming the saw tooth lifters will be provided by Contractor.

REINTJES SERVICES, INC. WILL PROVIDE THE FOLLOWING:

Supervision Provide competent and experienced supervision.

2. Forklift Furnish and maintain our own forklift.

3. Compressed Air Provide the necessary compressed air to accommodate our pneumatic equipment.
4. Receiving Unload our material when delivered and store in a dry, cool area until needed for

Unload our material when delivered and store in a dry, cool area until needed for installation.

5. Equipment Furnish and maintain small tools and equipment.

6. Cleanup Assemble our debris at ground level adjacent to our work site.

CHEMICAL LIME MUST PROVIDE THE FOLLOWING:

| 1. | Electricity | Provide the necessary power to accommodate our electrical equipment as well as | |
|------------|---------------------|---|--|
| | | connection to existing circuits as requested by our superintendent. Power requirements | |
| | | are as follows: | |
| | | (1) circuit, 480-V, 120-A | |
| | | (1) circuit, 120-V, 30-A | |
| 2. | Water | Furnish and maintain potable water at constant pressure (30 to 40 psi) with a valved outlet at or adjacent to our work site. | |
| 3. | Sanitary Facilities | Allow our employees use of your sanitary facilities. | |
| 4 . | Accessibility | Provide us egress and ingress to and into the work areas. This proposal is strictly | |
| | | limited to Contractor having unfettered access to all work areas. Costs associated with | |
| | | the removal of manways, handrails, siding, etc., for access to equipment or working | |
| | | floors with palletized material must be borne by Company. | |
| 5. | Kiln Turning | Turn the kiln as requested by our superintendent. | |
| 6. | Drawings | Furnish detailed construction drawings. | |
| 7. | Safety | Meet all daily confined space entry requirements prior to our arrival, including, but not limited to, lock out-tag out and atmospheric testing. | |
| 8. | Testing | Provide any required material testing, including sample collection. | |
| 9. | Inspection | Provided timely inspection of refractory linings such that Contractor productivity is not | |
| | | hindered. | |
| 10. | Miscellaneous | Install all castings, electrical, and mechanical units which are attached to and/or made | |
| | | part of the lining other than previously designated in this proposal as installed by | |
| | | Contractor. | |
| 11. | Disposal | Dispose of all debris associated with Contractor's work. | |
| 12. | Escalation | Should there be any holdup, work stoppage, etc., beyond our control, you are to reimburse us at our time and material rates. | |

SCHEDULE

Contractor has based this proposal on working two (ea) twelve hour shift(s) per day, seven days per week, less holidays. We estimate 14 consecutive shift(s) will be required to substantially complete the work described herein. See attached Schedule/Manloading Chart for details.

PRICE

Contractor proposes doing the work described herein for Eighty-Nine Thousand Three Hundred Dollars (\$89,300). This is a lump sum proposal for completing the work described herein.

| PRICE SUMMARY | LABOR & EQUIPMENT | MATERIAL | TOTAL | HOURS |
|------------------|-------------------|----------|----------|-------|
| 1.0 Demolition | \$25,425 | N/A | \$25,425 | 410 |
| 2.0 Installation | \$58,175 | N/A | \$58,175 | 1,170 |
| 3.0 Anchoring | N/A | \$5,700 | \$5,700 | N/A |
| TOTAL | \$83,600 | \$5,700 | \$89,300 | 1,580 |

<u>AVAILABILITY</u>

Please allow one week for procurement of manpower, equipment and installation materials once a purchase order is issued.

Mr. John Yarbrough April 23, 2002 Page 4 of 5

PAYMENT TERMS

Our payment terms are net 30 days from the date of invoice. Interim and final invoices will be due as follows: Materials 100% and Labor/Equipment/Expenses 100%, with zero percent held as retention. In consideration of the credit that Reintjes is extending, the Company agrees to pay our invoices in full on the designated date. Also, the Company agrees to pay all reasonable costs of collection of an overdue amount, including reasonable attorney fees. If any invoice amounts are disputed or if unforeseen circumstances mitigate the Company's ability to meet our terms, please contact our office before the payment is due. Delinquent payments may impact our ability to continue work at your site or may result in the revocation of credit privileges.

INSURANCE

Contractor will provide an insurance certificate with the following coverage prior to beginning work on your site.

| WORKMAN'S COMPENSATION - STATUTORY | | |
|--|---------------------------|-----------------------------|
| Employer's Liability | Bodily injury by accident | \$1,000,000 each accident |
| | Bodily injury by disease | \$1,000,000 policy limit |
| | Bodily injury by disease | \$1,000,000 each employee |
| GENERAL LIABILITY | | |
| Bodily Injury and Property Damage | Aggregate limit | \$2,000,000 |
| Products - Completed Operations | Aggregate limit | \$1,000,000 |
| Bodily Injury and Property Damage | Occurrence limit | \$1,000,000 |
| UMBRELLA COVERAGE | | |
| Combined Bodily Injury & Property Damage | | \$5,000,000 each occurrence |
| General | | \$500,000 annual aggregate |
| Products | | Included annual aggregate |
| AUTOMOBILE LIABILITY | | |
| Bodily Injury & Property Damage | Per accident | \$1,000,000 |
| Personal Injury | Statutory except Texas | \$2,500 |

WARRANTY AND LIMITATION OF REMEDIES

We agree for a period of one (1) year from the date of substantial completion of the work covered by this proposal ("work") to warrant that said work will be free from defects in workmanship. This agreement is subject to and conditioned upon our receiving prompt written notice from you of any such defects and an opportunity to inspect the work within seven (7) days from when the defect becomes apparent and prior to their being moved or otherwise disturbed, and we are given access to all necessary operating records for the unit(s) involved. If during the warranty period the work is found to be defective in workmanship we will repair or replace the work. IN LIEU OF PERFORMING SUCH REPAIR, WE HAVE THE OPTION OF SATISFYING ALL OF OUR OBLIGATIONS BY REFUNDING THE REASONABLE COST OF SUCH WORK IF WE HAD BEEN PREVIOUSLY PAID, OR BY ISSUING A CREDIT MEMO THEREFORE, IF NOT PREVIOUSLY PAID. OUR RESPONSIBILITY IS LIMITED TO SUCH REPLACEMENT, AND WE SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, DIRECT OR INDIRECT CONTINGENT DAMAGES OCCASIONED BY OR RESULTING FROM IMPROPER WORKMANSHIP, AND IN NO EVENT SHALL OUR LIABILITY EXCEED THE PURCHASE PRICE OF THIS PROPOSAL.

THE EXPRESS WARRANTY SET FORTH IN THIS ARTICLE IS EXCLUSIVE, AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR PURPOSE, SHALL APPLY. THE BUYER'S EXCLUSIVE REMEDIES AND SELLER'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE WORKMANSHIP, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THOSE STATED HEREIN.

Mr. John Yarbrough April 23, 2002 Page 5 of 5

INDEMNITY

Subject to the last sentence in this paragraph, Contractor shall defend and indemnify the Company and its employees against any and all claims, demands, suits, damages, losses, liabilities, and expenses, including court costs and attorneys fees, for injury, disease, or death of any person, or damage to or destruction of any property arising out of or in any way connected with the work performed under this Proposal. However, if any such injury, disease, death, or damage is caused in part by the negligence or other tortious conduct of the Company or its employees, Contractor obligation hereunder to defend and indemnify Company and its employees shall be reduced by a percentage equal to the percentage of fault allocable to the Company and its employees when compared to the fault of Contractor and other third parties.

TAXES

This proposal does not include any sales tax that may be levied by any Federal, State, or Local Government. Any such taxes would be an extra item to this proposal and is the responsibility of the company.

AA-EEOC

This employer is an Affirmative Action employer and, as such, complies with all provisions of Executive Order 11246, Section 503 of the 1973 Rehabilitation Act, and the Vietnam-Era Veterans' Readjustment Act of 1974. Such provisions will be binding upon each subcontractor or vendor. (Reference: 41 CFR Part 60-1, 41 CFR Part 61-250, and 41 CFR 60-741.)

GOVERNING LAW

Unless specified and agreed to otherwise, this work and contract shall be governed by the laws of the State of Alabama.

VALIDITY

This proposal is valid for 45 days from the date on this proposal. If a formal contract is entered into, it must first be reviewed and accepted by the contracts administrator in our corporate headquarters.

Thank you for the opportunity to provide this proposal. We look forward to being of assistance to you.

Respectfully,

Reintjes of the South, Inc.

Steve Cochran
Project Engineer

scochran@reintjes.com

Enclosures:

Reintjes Dwg. 1-1 / Demolition Plan (1 p.)

Reintjes Dwg. 1-2 / Forming & Anchoring Details (1 p.)

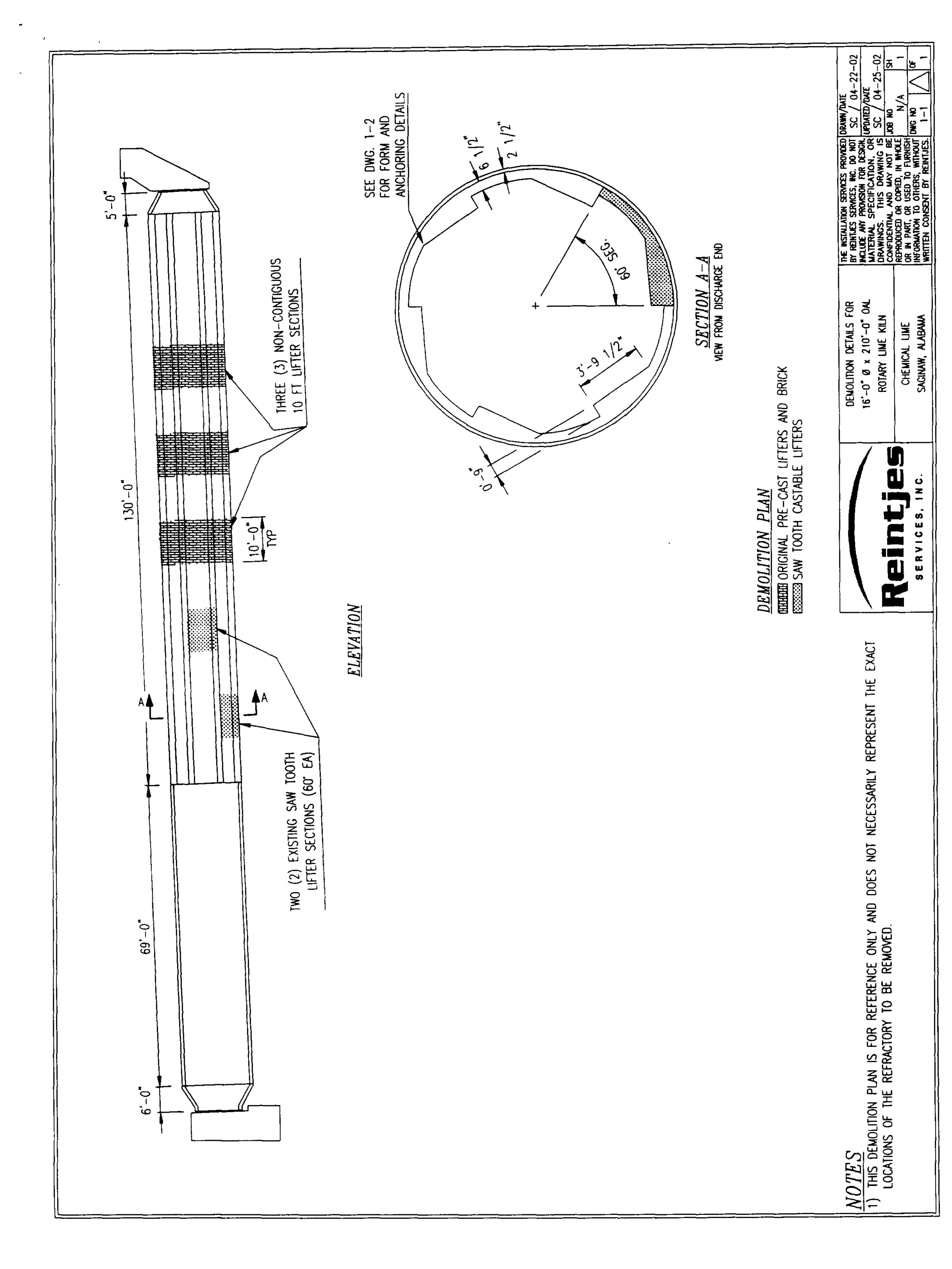
Schedule/Manloading Chart (1 p.)

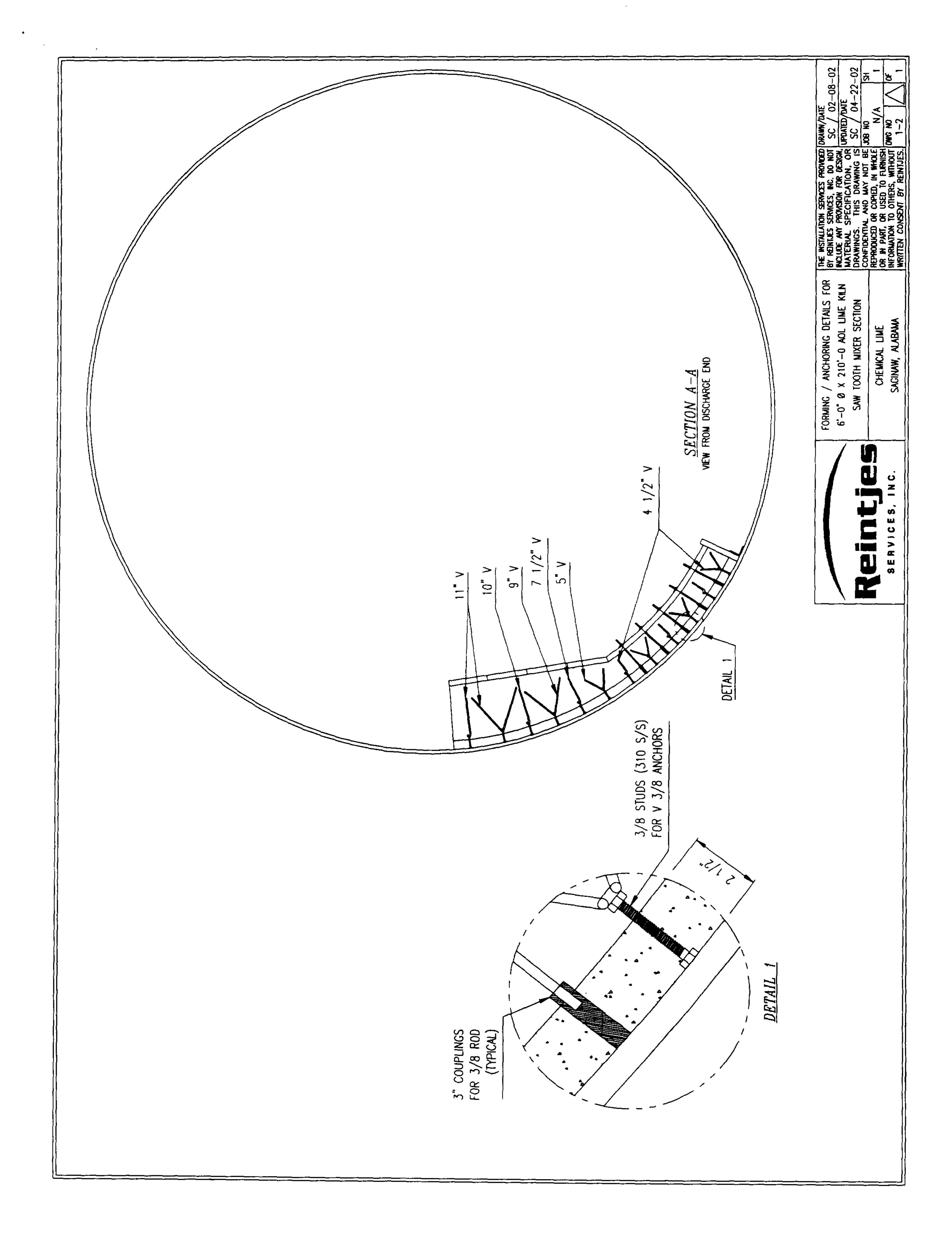
2002 Cost Plus Rates (1 p.)

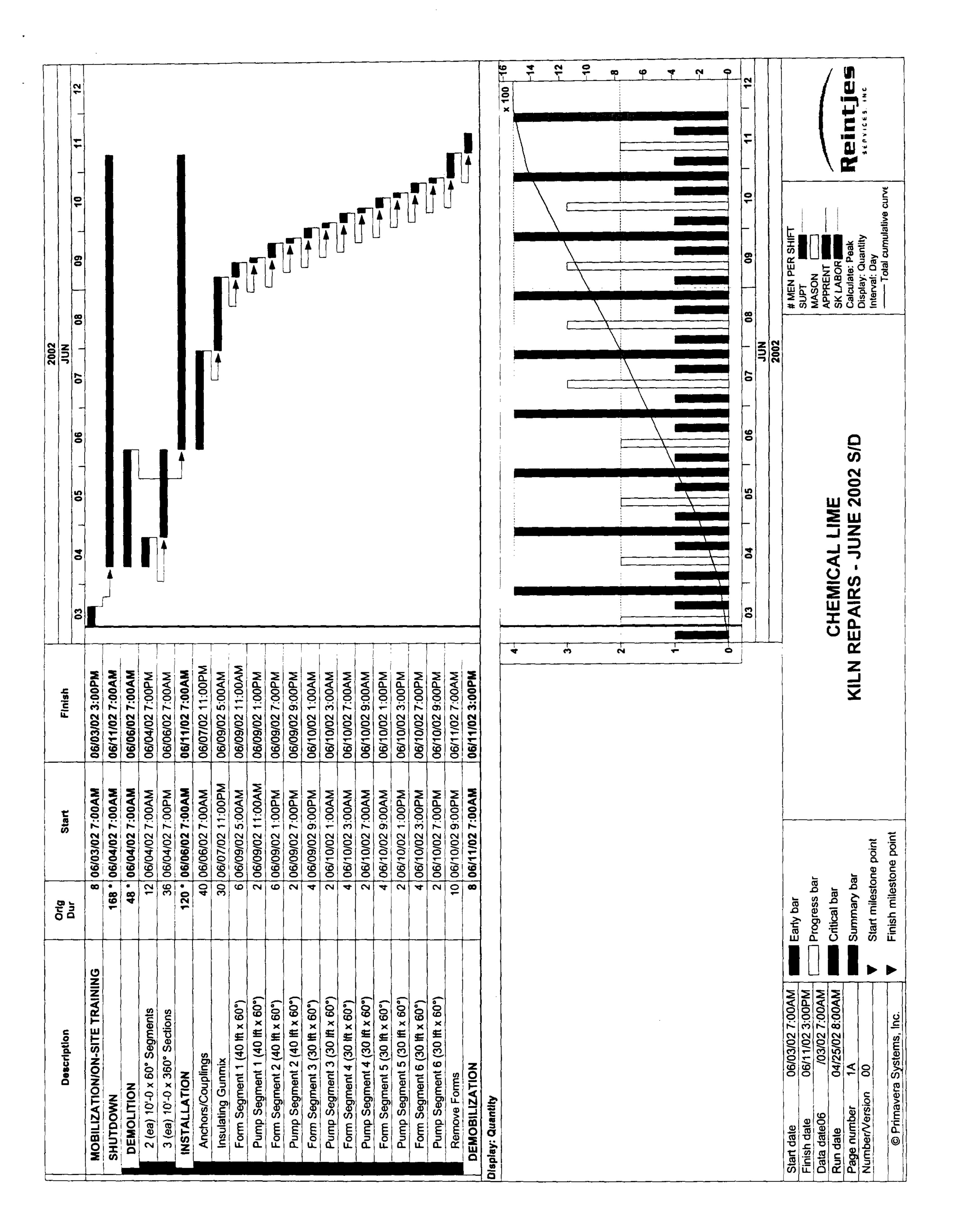
2002 Company Owned Equipment Rates (2 pp.)

This Proposal may be accepted by signing below, at which time the Proposal shall become the formal Contract. The Proposal is withdrawn if not signed and received by you from the Company within 45 days from the date of the Proposal.

| | |
|-----------------------------------|-------------|
| Authorized Company Representative | Date |







2002 COST PLUS RATES

STATE OF ALABAMA



| CRAFT | • STRAIGHT TIME | OVERTIME | -DOUBLE TIME | PER DIEM. |
|-----------------|-----------------|----------|----------------|-----------|
| Project Manager | \$44.05 | \$62.01 | \$79.97 | \$70.00 |
| Superintendent | \$40.37 | \$56.83 | \$73.29 | \$70.00 |
| General Foreman | \$34.86 | \$49.09 | \$63.29 | \$65.00 |
| Mason Leader | \$33.52 | \$47.18 | \$60.85 | \$65.00 |
| Mason | \$33.04 | \$46.51 | \$59.98 | \$65.00 |
| Mason I | \$28.45 | \$40.05 | \$51.65 | \$65.00 |
| Mason II | \$24.59 | \$34.62 | \$44.65 | \$65.00 |
| Mason III | \$21.30 | \$29.98 | \$38.66 | \$65.00 |
| Labor Foreman | \$20.19 | \$28.42 | \$36.65 | \$50.00 |
| Skilled Labor | \$19.27 | \$27.14 | \$34.98 | \$50.00 |
| Unskilled Labor | \$15.61 | \$21.98 | \$28.34 | \$50.00 |

- 1. These rates include payroll taxes, insurance, workers compensation, overhead, profit, small tools, consumables, and costs associated with apprenticeship programs, OSHA/MSHA training and safety orientation.
- 2. A minimum of four hours of "show-up" time will be paid. In the event personnel are required to return to the job site a second time in the same day, overtime will be paid.
- 3. Overtime is paid after eight hours a day, all day Saturday, and any weekday personnel are required to depart and return to the job site. Double time is paid on Sundays and holidays.
- 4. Travel time will be billed at the straight time rate. One hour is paid for every sixty (60) miles traveled. Air fare will be billed at cost plus 10%. Eight straight time hours will be paid per travel day for air travel.
- 5. Mileage will apply only to persons using privately owned vehicles at the rate of 35 cents per mile.
- 6. Third party rentals will be billed at the total invoice amount plus 10%.
- 7. Subcontract work will be billed at the total invoice amount plus 10%.
- 8. Materials will be billed at the latest published price plus 10%.
- 9. Freight charges will be billed at the total invoice amount plus 5%.
- 10. Respirator cleaning (half-mask and full-mask), exchangeable cartridges & filters and tyvek suits (required when working with silica containing refractories) will be billed at cost plus 5%.
- 11. All rates are subject to change based on changes in tax and or insurance percentages.

Reintjes Services, Inc. observes the following holidays each year:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and the following Friday
- Christmas Eve & Christmas Day

2002 EQUIPMENT RENTAL RATES



| DESCRIPTION | | DAILY | WEEKLY | MONTHLY |
|-------------|---|----------|----------|------------|
| Mixers | 16 cu ft Batch Mixer w/ Stand | \$150.00 | \$450.00 | \$1,350.00 |
| | Continuous Predampener | \$100.00 | \$300.00 | \$900.00 |
| | Hydraulic Mortar Mixer | \$60.00 | \$180.00 | \$540.00 |
| | 11 cu ft Mortar Mixer | \$55.00 | \$165.00 | \$495.00 |
| | 6/9 cu ft Mortar-Cement Mixer | \$50.00 | \$150.00 | \$450.00 |
| | Ucrete/Hobart Mixer | \$20.00 | \$60.00 | \$180.00 |
| Pumps | Hot Stop Pump | \$500.00 | N/A | N/A |
| • | Blastrac Machine | \$500.00 | N/A | N/A |
| | Mako Concrete Pump | \$350.00 | N/A | N/A |
| | Cease Fire Pump | \$200.00 | \$600.00 | \$1,800.00 |
| | Grout Pump | \$20.00 | \$60.00 | \$180.00 |
| Saws | 14" Pneumatic Saw | \$40.00 | \$120.00 | \$360.00 |
| | Stand-Type Masonry Saw | \$35.00 | \$105.00 | \$315.00 |
| | Porta-Band Saw | \$30.00 | \$90.00 | \$270.00 |
| | Portable Masonry Saw | \$30.00 | \$90.00 | \$270.00 |
| Trucks | ¹ 2 Ton | \$70.00 | \$210.00 | \$630.00 |
| | ² 1 - 1 1/2 Ton | \$50.00 | \$150.00 | \$450.00 |
| | ³ 1/2 - 3/4 Ton | \$37.00 | \$111.00 | \$333.00 |
| | ⁴ Personal | \$37.00 | N/A | N/A |
| Pneumatic | ⁵ BSM Gun | \$300.00 | \$900.00 | \$2,700.00 |
| | ⁶ Gunite Machine | \$250.00 | \$750.00 | \$2,250.00 |
| | Hoist | \$35.00 | \$105.00 | \$315.00 |
| | Vibrator | \$30.00 | \$90.00 | \$270.00 |
| | Chipping Gun | \$20.00 | \$60.00 | \$180.00 |
| | Side Grinder | \$20.00 | \$60.00 | \$180.00 |
| | Water Pump | \$20.00 | \$60.00 | \$180.00 |
| | Paving Breaker | \$15.00 | \$45.00 | \$135.00 |
| | Conveyor | \$12.00 | \$36.00 | \$108.00 |
| | Hose Ø 1 1/2 x 50 ft (Bull/Gunite Hose) | \$8.00 | \$24.00 | \$72.00 |
| | Hose Ø 3/4 x 50 ft | \$3.00 | \$9.00 | \$27.00 |
| Electric | Transformer | \$50.00 | \$150.00 | \$450.00 |
| | Hoist | \$35.00 | \$105.00 | \$315.00 |
| | Vibrator | \$30.00 | \$90.00 | \$270.00 |
| | Conveyor | \$20.00 | \$60.00 | \$180.00 |
| | Quartz Light | \$10.00 | \$30.00 | \$90.00 |
| | Heavy Duty Drill w/ Paddle | \$10.00 | \$30.00 | \$90.00 |

¹ Plus 0.62¢ per mile. Price includes fuel & maintenance.

² Plus 0.55¢ per mile. Price includes fuel & maintenance.

³ Plus 0.48¢ per mile. Price includes fuel & maintenance.

¹ Plus 0.38¢ per mile. Price includes fuel & maintenance.

⁵ Wear pads will be billed at cost plus 10%.

Wear pads will be billed at cost plus 10%. Includes 200 ft gunite hose, 200 ft water hose, and 50 ft bull hose.

2002 EQUIPMENT RENTAL RATES



| DESCRIPTION | | DAILY | WEEKLY | MONTHLY |
|-------------------|-------------------------------------|--|--------------|----------|
| | | | | |
| Welding | Stud Gun | \$80.00 | \$240.00 | \$720.00 |
| | 250-V AC or Gas Welding Machine | \$36.00 | \$108.00 | \$324.00 |
| Safety | HEPA Filter Vacuum | \$35.00 | \$105.00 | \$315.00 |
| | Full Face Respirator | \$30.00 | \$90.00 | \$270.00 |
| | 30 Minute Air Pack | \$20.00 | \$60.00 | \$180.00 |
| | Ground Fault Breaker | \$10.00 | \$30.00 | \$90.00 |
| | Safety Harness | \$10.00 | \$30.00 | \$90.00 |
| Other | Kiln Rig (Pneumatic or Pogo) | \$100.00 | \$300.00 | \$900.00 |
| | 7 Office/Tool Trailer | \$60.00 | \$180.00 | \$540.00 |
| | Pressure Washer | \$35.00 | \$105.00 | \$315.00 |
| | Sheet Metal Break | \$35.00 | \$105.00 | \$315.00 |
| | Tar Pot | \$30.00 | \$90.00 | \$270.00 |
| | Rope/Extension Ladder | \$28.00 | \$84.00 | \$252.00 |
| | Grip Hoist | \$25.00 | \$75.00 | \$225.00 |
| | Portable Radio | \$25.00 | \$75.00 | \$225.00 |
| | Dumpster | \$25.00 | \$75.00 | \$225.00 |
| | Head Phone Set | \$20.00 | \$60.00 | \$180.00 |
| | Porta-Power | \$15.00 | \$45.00 | \$135.00 |
| | Roller Bed | \$10.00 | \$30.00 | \$90.00 |
| Brokk 110 & 250 T | earout Machines (Demolition) 8 | | | |
| | Operating Time (including operator) | \$180.00 | per hour | |
| | Standby Time (including operator) | \$70.00 | per hour | |
| | Per diem | \$70.00 | per operator | |
| | Brokk 110 Chisels | \$295.00 | ea | |
| | Brokk 250 Chisels | \$405.00 | ea | |
| Allentown RP10 P | owercreter (Pumping/Wet Gunning) 8 | ······································ | | |
| | Operating Time (including operator) | \$120.00 | per hour | |
| | Standby Time (including operator) | \$70.00 | per hour | |
| | Per diem | \$70.00 | per operator | |

Cutting gases will be billed at cost plus 10%.

Revised 12/11/01 2 of 2 Expires 12/31/02

Any items, chargeable or non-chargeable, that are destroyed on the job due to the nature of the work will be billed at cost.

Any new equipment that may be purchased during the year will be added to this list and an adjusted rental sheet will be
issued.

⁷ Delivery and return of the trailer to and from the job site will be billed at cost plus 10%.

There is a four (4) hour minimum charge per job at the hourly rates shown for operating time. Add \$25.00 per hour to operating time and standby time for Saturday use and \$50.00 per hour for Sunday and holiday use. Rental and mileage for a 2 ton truck and travel pay as shown on cost plus rates sheet will be charged for mobilization and demobilization; however, third party shipping may be required in some cases.



PROPOSAL

To: Mr. John Yarbrough

Chemical Lime PO Box 479

Montevallo, AL 35115

Re: 16' Lime Kiln Brick Repairs

Proposal No.

September 27, 2002

02-14960423-A1

Reintjes Services, Inc. ("Contractor") is pleased to provide this firm proposal to Chemical Lime ("Company") for the scope of work described as follows:

- 1.0 Contractor to provide the labor and equipment to install (13) course of (9") wedge brick and 2 course of (9") RKB's for a total of (7.17') of brick. The price below does not include the removal of the brick and any extra's encountered by the disruption of subsequent events encompassed by the extra work involved.
- 2.0 Materials: Company to provide all necessary material required for the installation.

This proposal is provided based on the Request for Proposal and or drawings submitted to Contractor as noted below:

VERBAL REQUEST

CONDITIONS OF PROPOSAL

This proposal must be part of any subsequent contract. Contractor is pleased to supply installation services to include all necessary skilled labor, equipment, consumables, supplies, and materials (as specified in the Request for Proposal). The installation services do not include any provision for design, material specification, or drawings for the work requested in the Request for Proposal.

REINTJES SERVICES, INC. WILL PROVIDE THE FOLLOWING:

Supervision Provide competent and experienced supervision.
 Equipment Furnish and maintain small tools and equipment.

CHEMICAL LIME MUST PROVIDE THE FOLLOWING:

1. Electricity Provide the necessary power to accommodate our electrical equipment as well as

connection to existing circuits as requested by our superintendent.

2. Forklift Provide a forklift as requested by our superintendent.

3. Receiving Unload our material when delivered and store in a dry, cool area until needed.
4. Accessibility Provide us egress and ingress to and into the work areas. This proposal is strictly

limited to Contractor having unfettered access to all work areas.

5. Kiln Turning Turn the kiln as requested by our superintendent.

6. Kiln Brick Company to provide RKB's, Wedges and/or Arches that require cutting only at the

key(s) and terminal point(s), along with pre manufactured keys less than the size of the

RKB, Wedge, or Arch, such that a maximum of two keys are required per ring.

7. Safety Meet all daily confined space entry requirements prior to our arrival, including, but not

limited to, lock out-tag out and atmospheric testing.

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8. Inspection Provided timely inspection of refractory linings such that Contractor productivity is not

hindered.

9. Miscellaneous Install all castings, electrical, and mechanical units which are attached to and/or made

part of the lining other than previously designated in this proposal as installed by

Contractor.

10. Disposal Dispose of all debris associated with Contractor's work.

11. Escalation Should there be any holdup, work stoppage, etc., beyond our control, you are to

reimburse us at our time and material rates.

SCHEDULE

Contractor has based this proposal on commencing work on as directed and working two (ea) twelve hour shift(s) per day, Monday through Friday, less weekends and holidays. We estimate 2 - 3 consecutive shift(s) will be required to substantially complete the work described herein.

PRICE

Contractor proposes doing the work described herein for Nine Thousand Four Hundred Dollars (\$9,400.00), less taxes (if applicable). This is a firm proposal for completing the work described herein.

AVAILABILITY

Contractor to perform work in sequence with the on going project

PAYMENT TERMS

Our payment terms are net 30 days from the date of invoice. Interim and final invoices will be due as follows: Materials 100% and Labor/Equipment/Expenses 100%, with zero percent held as retention. In consideration of the credit that Reintjes is extending, Company agrees to pay our invoices in full on the designated date. Also, Company agrees to pay all reasonable costs of collection of an overdue amount, including reasonable attorney fees. If any invoice amounts are disputed or if unforeseen circumstances mitigate Company's ability to meet our terms, please contact our office before the payment is due. Delinquent payments may impact our ability to continue work at your site or may result in the revocation of credit privileges.

INSURANCE

Contractor will provide an insurance certificate with the following coverage prior to beginning work on your site.

| WORKMAN'S COMPENSATION - STATUTORY Employer's Liability | Bodily injury by accident Bodily injury by disease Bodily injury by disease | \$1,000,000 each accident \$1,000,000 policy limit \$1,000,000 each employee |
|---|---|--|
| GENERAL LIABILITY Bodily Injury and Property Damage Products - Completed Operations Bodily Injury and Property Damage | Aggregate limit Aggregate limit Occurrence limit | \$2,000,000 \$1,000,000 \$1,000,000 |
| UMBRELLA COVERAGE Combined Bodily Injury & Property Damage General Products | | \$5,000,000 each occurrence \$500,000 annual aggregate Included annual aggregate |
| AUTOMOBILE LIABILITY Bodily Injury & Property Damage Personal Injury | Per accident Statutory except Texas | \$1,000,000 \$2,500 |

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WARRANTY AND LIMITATION OF REMEDIES

We agree for a period of one (1) year from the date of substantial completion of the work covered by this proposal ("work") to warrant that said work will be free from defects in workmanship. This agreement is subject to and conditioned upon our receiving prompt written notice from you of any such defects and an opportunity to inspect the work within seven (7) days from when the defect becomes apparent and prior to their being moved or otherwise disturbed, and we are given access to all necessary operating records for the unit(s) involved. If during the warranty period the work is found to be defective in workmanship we will repair or replace the work. IN LIEU OF PERFORMING SUCH REPAIR, WE HAVE THE OPTION OF SATISFYING ALL OF OUR OBLIGATIONS BY REFUNDING THE REASONABLE COST OF SUCH WORK IF WE HAD BEEN PREVIOUSLY PAID, OR BY ISSUING A CREDIT MEMO THEREFORE, IF NOT PREVIOUSLY PAID. OUR RESPONSIBILITY IS LIMITED TO SUCH REPLACEMENT, AND WE SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, DIRECT OR INDIRECT CONTINGENT DAMAGES OCCASIONED BY OR RESULTING FROM IMPROPER WORKMANSHIP, AND IN NO EVENT SHALL OUR LIABILITY EXCEED THE PURCHASE PRICE OF THIS PROPOSAL.

THE EXPRESS WARRANTY SET FORTH IN THIS ARTICLE IS EXCLUSIVE, AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR PURPOSE, SHALL APPLY. THE BUYER'S EXCLUSIVE REMEDIES AND SELLER'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE WORKMANSHIP, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THOSE STATED HEREIN.

INDEMNITY

Subject to the last sentence in this paragraph, Contractor shall defend and indemnify Company and its employees against any and all claims, demands, suits, damages, losses, liabilities, and expenses, including court costs and attorneys fees, for injury, disease, or death of any person, or damage to or destruction of any property arising out of or in any way connected with the work performed under this Proposal. However, if any such injury, disease, death, or damage is caused in part by the negligence or other tortious conduct of Company or its employees, Contractor obligation hereunder to defend and indemnify Company and its employees shall be reduced by a percentage equal to the percentage of fault allocable to Company and its employees when compared to the fault of Contractor and other third parties.

<u>TAXES</u>

This proposal does not include any sales tax that may be levied by any Federal, State, or Local Government. Any such taxes would be an extra item to this proposal and is the responsibility of Company.

AA-EEOC

This employer is an Affirmative Action employer and, as such, complies with all provisions of Executive Order 11246, Section 503 of the 1973 Rehabilitation Act, and the Vietnam-Era Veterans' Readjustment Act of 1974. Such provisions will be binding upon each subcontractor or vendor. (Reference: 41 CFR Part 60-1, 41 CFR Part 61-250, and 41 CFR 60-741.)

GOVERNING LAW

Unless specified and agreed to otherwise, this work and contract shall be governed by the laws of the State of Missouri.

VALIDITY

This proposal is valid for 45 days from the date on this proposal. If a formal contract is entered into, it must first be reviewed and accepted by the contracts administrator in our corporate headquarters.

Mr. John Yarbrough September 27, 2002 Page 4

Thank you for the opportunity to provide this proposal. We look forward to being of assistance to you.

Respectfully,

Reintjes Services, Inc.

Mike Adkison Area Manager

Area Manager madkison@reintjes.com