

Requested By:
And Return To:
RSC Equipment Rental, Inc.
3417 Trade Park Court, Suite E
Charlotte, NC 28217

STATEMENT OF LIEN

STATE OF ALABAMA)
)
SHELBY COUNTY)

RSC Equipment Rental, Inc., 3417 Trade Park Court, Suite E, Charlotte, NC 28217, files this statement in writing, verified by the oath of Debora Nelson, its Prelie/Lien Clerk, who has personal knowledge of the facts herein set forth;

That said RSC Equipment Rental, Inc. claims a lien upon the following property, situated in Shelby County, Alabama, to wit:

Chemical Lime ONeal, 2885 Highway 31 N, Calera, AL,

See Exhibit A for Legal Description, if Attached.

The 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 and indebtedness of \$5,104.86 with interest, from to with 5th day of February, 2009, for construction equipment rental and sales.

The name of the owner or proprietor of the said property is Allied Lime Company, c/o Thomson Property Tax, 400 West 15th Street, Suite 700, Austin, TX 78701-1647---Allied Lime Company Bldg. #110, c/o Thomson Property Tax, 400 West 15th Street, Suite 700, Austin, TX 78701-1647--- Chemical Lime Company of Alabama, Inc, c/o Thomson Property Tax, 400 West 15th Street, Suite 700, Austin, TX 78701-1647---Chemical Lime Company of Alabama, Inc., 2885 Highway 31 N, Calera, AL 35040.

RSC EQUIPMENT RENTAL, INC., Lien Claimant

3417 Trade Park Court, Suite E
Charlotte, NC 28217

By: Debra Nelson

Print Signer Name: Debra Nelson

Its: Prelim/Lien Clerk

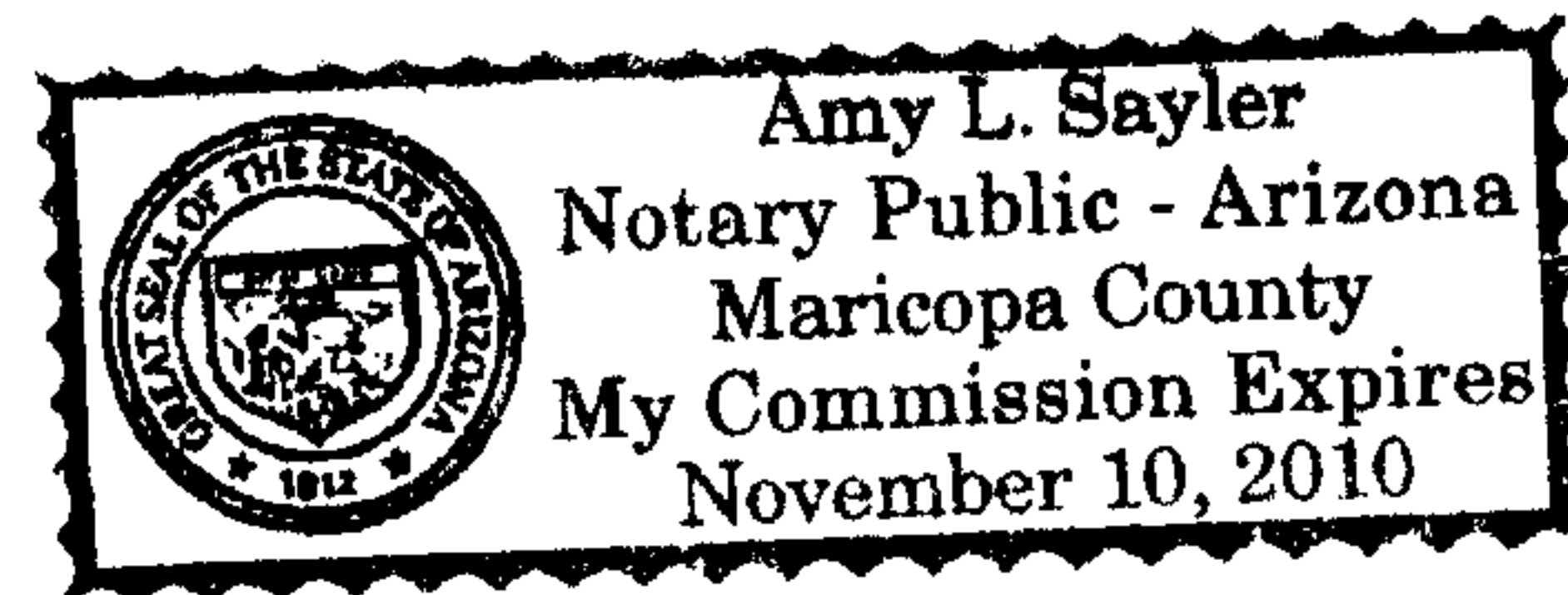
STATE OF ARIZONA)
MARICOPA COUNTY)

Before me, Amy L. Saylor, a notary public in and for the county of
Maricopa, State of Arizona, personally appeared
Debra 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/her knowledge and belief.

Debra Nelson
Affiant

Subscribed and sworn to before me on this the 26 day of
May, 2009, by said affiant.

[Signature]
Notary Public



[NOTARY SEAL]

Note 1 - PROPERTY TO WHICH LIEN ATTACHES

PROPERTY LOCATED IN CITY OR TOWN


The materialman's lien may be asserted against the owner's interest in the building or improvements for which the material is furnished and on the land on which they are situated, to the extent in area of the entire lot or parcel of land.

- (1) Where applicable, a description by house number, name of street, and name of city or town is sufficient.
- (2) If the building or improvements consist of two or more buildings situated on the same lot or contiguous or adjacent lots, or situated on separate parcels of land but operated as an entire plant or concern and erected under one general contract, one lien may be filed against all the construction, improvements, and land. Alternatively, separate liens may be filed against the separate parcels and improvements. If the land is located in two or more counties, a separate lien must be filed in each county in which a lien is desired.

PROPERTY LOCATED OUTSIDE CITY OR TOWN

The lien may be asserted against the buildings and improvements and land on which they are situated plus one acre. The one acre, if included, must be adjacent to the land on which the improvements are situated and must be described so specifically that there is no doubt which acre is intended. A description of the one acre as "surrounding and contiguous" to the improvement on which the lien is claimed has been held to be sufficient.

Exhibit A-Property Description


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Property: Chemical Lime ONeal

The following is a complete legal description to the best of our knowledge of the property to be liened. Information for this exhibit was obtained through the Recorder's Office where the property is located, or from other sources.

Parcel ID: 22-8-28-0-000-005-000 (Parcel ID: 22-8-28-0-000-005.000)
Part N1/2 of S1/2 of NW1/4 S28T21S R2W E of R/W US Hwy 31

Parcel ID: 22-8-28-0-000-004-000 (Parcel ID: 22-8-28-0-000-004.000)
Part S1/2 of N1/2 of NW1/4 S28 E of Hwy 31

Parcel ID: 22-8-28-0-000-001-000 (Parcel ID: 22-8-28-0-000-001.000)
E1/2 OF SEC 28 LESS A PCL BEG 13.7 E OF SW COR OF SE1/4 OF SE1/4
NWLY 1642.06 WLY 343.04 NWLY 107.53 WLY TO W LINE E1/2 S TO S LINE
E1/2 E TO POB

Parcel ID: 22-8-28-0-000-009-000 (Parcel ID: 22-8-28-0-000-009.000)
COM NE COR NW1/4 S1973.66 TO POB; CONT S1315.99 E TO CREEK NLY
ALG CREEK 114.61 S1659.19 TO E ROW HWY #31 NLY ALG HWY 655(S) W
TO W LN SEC 28 N ALG SE C LN 440(S) E TO E ROW SD HWY #31 N ALG
ROW 210(S) E2172.33 TO POB. LESS RD ROW

Parcel ID: 22-8-27-0-000-002-000 (Parcel ID: 22-8-27-0-000-002.000)
W1/2 OF W1/2 OF SEC27 & NE1/4 OF NW1/4 SEC 27 T21S R2W

Shelby County, Alabama



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Exhibit A - Pages 1 - 9

Parcel I: (Montevallo Plant)
Parcel II: (Intentionally Omitted)
Parcel III: (Alabaster Lime Plant)
Parcel IV: (O'Neal Property)

PARCEL I: (Montevallo Plant)

(a) The N 1/2 of the NW 1/4 of the NW 1/4, and the NE 1/4 of the NW 1/4, and the S 1/2 of the NW 1/4, and the N 1/2 of the NE 1/4, all in Section 8, Township 24 North, Range 13 East.

(b) The SW 1/4, and part of the S 1/2 of the NW 1/4 described as:

Begin at the Southwest corner of the NW 1/4, Section 5, Township 24 North, Range 13 East, thence run East along the South line of the NW 1/4, a distance of 2760.00 feet to the Southeast corner of the NW 1/4; thence turn an angle of 91 degrees, 08 minutes, 23 seconds to the left and run North along the East line of the NW 1/4 a distance of 817.57 feet; thence turn an angle of 93 degrees, 13 minutes, 46 seconds to the left and run a distance of 210.00 feet; thence turn an angle of 93 degrees, 13 minutes, 46 seconds to the right and run a distance of 210.00 feet to the South right of way line of Alabama State Highway No. 25; thence turn an angle of 93 degrees, 13 minutes, 46 seconds to the left and run along said right of way line a distance of 2528.83 feet to the West line of Section 5; thence turn an angle of 85 degrees, 01 minutes, 29 seconds to the left and run South along the West line of Section 5 a distance of 818.74 feet to the point of beginning and the NW 1/4 of the SW 1/4 of the SE 1/4 and the West 4.50 acres of the SW 1/4 of the SW 1/4 of the SE 1/4 all in Section 5, Township 24 North, Range 13 East.

(c) The S 1/2 of the SE 1/4 of the SE 1/4, and the NE 1/4 of the SE 1/4, and part of the SE 1/4 of the NE 1/4 described as:

Begin at the Southeast corner of the SE 1/4 of the NE 1/4, thence run North along the East line of Section 6, a distance of 818.74 feet to the South right of way line of Alabama State Highway No. 25; thence turn an angle of 94 degrees, 58 minutes, 31 seconds to the left and run along said Highway right of way a distance of 518.97 feet; thence turn an angle of 90 degrees, 43 minutes 25 seconds to the left and run a distance of 20.00 feet; thence turn an angle of 90 degrees, 43 minutes, 25 seconds to the right and run a distance of 45.00 feet; thence turn an angle of 90 degrees, 45 minutes, 26 seconds to the left and run a distance of 476.46 feet; thence turn an angle of 90 degrees, 18 minutes, 01 seconds to the right and run a distance of 798.21 feet to the West line of the SE 1/4 of the NE 1/4; thence turn an angle of 84 degrees, 54 minutes, 04 seconds to the left and run a distance of 229.36 feet to the Southwest corner of the SE 1/4 of the NE 1/4; thence turn an angle of 90 degrees, 56 minutes, 34 seconds to the left and run East along the South line a distance of 1305.76 feet to the point of beginning. All situated in Section 6, Township 24 North, Range 13 East.

(d) ALSO: A strip of land extending 20 feet on either side of the hereinafter described line:

Commencing at the Northeast corner of Section 6, Township 24 North, Range 13 East being marked by a 2 inch iron pipe; thence South 3 degrees, 03 minutes West along the East boundary of Section 6, a distance of 356.98 feet to a point in the center line of the Southern Railway known as station 7122+31.33 according to the Southern Railway System's survey maps; thence Southeasterly along center line of said railway along a 1 degree curve to the right a distance of 41.33 feet to a point on center line of said railway, known as station 7121+90 according to said Southern Railway System's survey map; thence Southeasterly along a 15 degree curve to the right a distance of 254.0 feet to the point of intersection with the South right of way line of the Southern Railway Company's main line track which is the point of beginning of the line herein described; thence continue Southeasterly and Southwesterly along said 15 degree curve to the right, a distance of 380.38 feet; thence South 12 degrees, 09 minutes West a distance of 346.42 feet; thence Southeasterly along a 10 degree curve to the left a distance of 158.67 feet; thence South 3 degrees, 43 minutes East a distance of 382.67 feet to the point of intersection with the North right of way line of Alabama Highway No. 25 to the point of ending.

(e) DESCRIPTION OF LEASE PROPERTY: That portion of the North half of the South East quarter of the South East quarter of Section 6, Township 24 North, Range 13 East, lying East of a straight line extending from a point on the South line of the said North half 600 feet West of the South East corner of the said North half to a point on the North line of the said North half 300 feet West of the North East corner of the said North half.



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PARCEL III: (Alabaster Lime Plant)

(a) Begin at the Southeast corner of the SW 1/4 of the SE 1/4, Section 35, Township 20 South, Range 3 West, thence run North along the East line of said 1/4 - 1/4 section a distance of 252.26 feet; thence turn an angle of 91 degrees, 12 minutes, 07 seconds to the right and run a distance of 192.20 feet; thence turn an angle 91 degrees, 12 minutes, 07 seconds to the left and run a distance of 216.68 feet; thence turn an angle of 107 degrees, 52 minutes, 06 seconds to the right and run a distance of 234.19 feet to the West right of way line of the North boundary of L & N Railroad tract; thence turn an angle of 99 minutes, 44 seconds, 38 seconds to the left and run a distance of 2257.22 feet to the North line of the NE 1/4 of the SE 1/4; thence turn an angle of 96 degrees, 48 minutes, 20 seconds to the left and run a distance of 47.71 feet to the East right of way line of the South bound L & N Railroad tract; thence turn an angle of 69 degrees, 04 minutes, 54 seconds to the left and run along said right of way line a distance of 2831.29 feet to the South line of the SW 1/4 of the SE 1/4; thence turn an angle of 111 degrees, 02 minutes, 07 seconds to the left and run East along the South line of said 1/4 - 1/4 section a distance of 385.40 feet to the point of beginning.
Situated in the NE 1/4 of the SE 1/4 of the S 1/2 of the SE 1/4, Section 35, Township 20 South, Range 3 West.

(b) The East 300.00 feet of the NE 1/4 of the SW 1/4; all of the NW 1/4 of the SE 1/4; and a part of the NE 1/4 of the SE 1/4 and a part of the SE 1/4 of the NE 1/4 described as follows: Begin at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 35, Township 20 South, Range 3 West, thence run East along the South line of said 1/4 - 1/4 section a distance of 43.57 feet to the West right of way line of the South bound tract of the L & N Railroad; thence turn an angle of 69 degrees, 01 minutes, 23 seconds to the left and run along said right of way line a distance of 1415.22 feet to the North line of the NE 1/4 of the SE 1/4; thence turn an angle of 110 degrees, 55 minutes, 06 seconds to the left and run West along the North line of said 1/4 - 1/4 section a distance of 347.47 feet; thence turn an angle of 27 degrees, 58 minutes, 15 seconds to the right and run a distance of 248.84 feet; thence turn an angle of 31 degrees, 31 minutes, 46 seconds to the right and run a distance of 30.58 feet to the West line of the SE 1/4 of NE 1/4; thence turn an angle of 150 degrees, 49 minutes, 09 seconds to the left and run South along the West line of the SE 1/4 of the NE 1/4 and the NE 1/4 of the SE 1/4 a distance of 1465.36 feet to the point of beginning.



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LESS AND KICKPT a tract described as:

A part of the NE 1/4 of the SE 1/4 of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Northwest corner of said 1/4 - 1/4 section and run East along the North boundary line a distance of 579.50 feet to a point on the Northwesterly right of way line of North bound L & N Railroad 100 foot wide right of way for a point of beginning; thence turn an angle to the right of 110 degrees, 51 minutes and run South 17 degrees, 45 minutes West (Magnetic) along said Northwesterly right of way line a distance of 520.97 feet to the point of intersection with the Northeasterly boundary line of Alabama Power Company's 100 foot wide right of way; thence turn an angle to the right of 134 degrees, 22 minutes and run Northwesterly along the Northeasterly boundary line of said Alabama Power Company's right of way a distance of 300.00 feet; thence turn an angle to the right of 102 degrees, 29 minutes and run Easterly a distance of 214.45 feet; thence turn an angle of 56 degrees, 51 minutes and run Northeasterly and parallel with the Northwesterly boundary line of said railroad right of way a distance of 180.50 feet to a point on the North boundary line of the Northeast 1/4 of Southeast 1/4; thence turn an angle of 69 degrees, 09 minutes and run East a distance of 37.45 feet to the point of beginning.

(c) Begin at the Northeast corner of the SE 1/4 of the SW 1/4, Section 35, Township 20 South, Range 3 West; thence run West along the North line of said 1/4 - 1/4 section a distance of 495.00 feet to the center line of Buck Creek; thence turn an angle of 152 degrees, 45 minutes to the left and run along said creek a distance of 210.00 feet; thence turn an angle of 33 degrees, 15 minutes to the right and run along said creek a distance of 190.00 feet; thence turn an angle of 38 degrees, 10 minutes to the right and run along said creek a distance of 348.00 feet; thence turn an angle of 27 degrees, 31 minutes, 33 seconds to the left and run along said creek a distance of 228.25 feet; thence turn an angle of 47 degrees, 20 minutes, 41 seconds to the left and run along said creek a distance of 155.00 feet; thence turn an angle of 36 degrees, 30 minutes to the right and run along said creek a distance of 147.00 feet to a point on the West line of the SW 1/4 of the SE 1/4; thence turn an angle of 07 degrees, 52 minutes, 36 seconds to the left and run along said creek a distance of 392.78 feet to a point on the South line of the SW 1/4 of the SE 1/4; thence turn an angle of 52 degrees, 28 minutes, 39 seconds to the left and run East along the South line of said 1/4 - 1/4 section a distance of 598.23 feet to the West right of way line of the South bound L & N Railroad tract; thence turn an angle of 64 degrees, 57 minutes, 53 seconds to the left and run along said Railroad right of way a distance of 1416.30 feet to the North line of the SE 1/4 of the SE 1/4; thence turn an angle of 110 degrees, 58 minutes, 37 seconds to the left and run West along the North line of the S 1/2 of the SE 1/4 a distance of 1366.07 feet to the point of beginning.

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LESS AND EXCEPT a tract described as:

Commence at the Southeast corner of the SW 1/4 of the SE 1/4, Section 35, Township 20 South, Range 3 West; thence run West along the South line of said 1/4 - 1/4 section a distance of 507.80 feet; thence turn an angle of 91 degrees, 30 minutes to the right and run a distance of 18.94 feet to the point of beginning; thence continue in the same direction a distance of 89.65 feet; thence turn an angle of 2 degrees, 04 minutes, 07 seconds to the left and run a distance of 218.36 feet; thence turn an angle of 89 degrees, 25 minutes, 53 seconds to the left and run a distance of 385.74 feet; thence turn an angle of 74 degrees, 27 minutes to the left and run a distance of 203.37 feet; thence turn an angle of 18 degrees, 07 minutes to the left and run a distance of 114.61 feet; thence turn an angle of 89 degrees, 49 minutes to the left and run a distance of 148.70 feet; thence turn an angle of 3 degrees, 09 minutes to the right and run a distance of 286.40 feet to the point of beginning. Situated in the said SW 1/4 of the SE 1/4.

PARCEL IV: (O'Neal Property)

(a) The NE 1/4 and the NE 1/4 of the SE 1/4; and all of that part of the S 1/2 of the W 1/2 of the NW 1/4, lying East of Highway No. 31; and all that part of the W 1/2 of the S 1/2 of the NW 1/4, lying East of the right of way of U. S. Highway No. 31. Also, parts of the W 1/2 of the SE 1/4 and the SE 1/4 of the SE 1/4 more particularly described as: Begin at the Southeast corner of Section 28, Township 21 South, Range 2 West; thence run West along the South line of said Section 28 a distance of 1331.85 feet; thence turn an angle of 75 degrees, 12 minutes, 15 seconds to the right and run a distance of 1642.06 feet; thence turn an angle of 78 degrees, 12 minutes to the left and run a distance of 343.04 feet; thence turn an angle of 47 degrees, 54 minutes to the right and run a distance of 107.53 feet; thence turn an angle of 44 degrees, 33 minutes to the left and run a distance of 564.83 feet to the West line of the NW 1/4 of the SE 1/4; thence turn an angle of 88 degrees, 07 minutes, 45 seconds to the right and run North along the West line of said 1/4 - 1/4 section a distance of 980.86 feet to the Northwest corner; thence turn an angle of 91 degrees, 55 minutes, 30 seconds to the right and run along the North line of said 1/4 - 1/4 section a distance of 1344.00 feet to the Northeast corner of said 1/4 - 1/4 Section; thence turn an angle of 88 degrees, 02 minutes, 03 seconds to the right and run South along the East line of the NW 1/4 of the SE 1/4 a distance of 1310.51 feet to the Southeast corner of said 1/4 - 1/4 Section; thence turn an angle of 88 degrees, 14 minutes, 18 seconds to the left and run East along the North line of the SE 1/4 of the SE 1/4 a distance of 1344.77 feet to the Northeast corner of said 1/4 - 1/4 Section; thence turn an angle of 88 degrees, 11 minutes, 52 seconds to the right and run South along the East line of said Section 28 a distance of 1305.75 feet to the point of beginning. Situated in Section 28, Township 21 South, Range 2 West.




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(b) ALSO, part of the NE 1/4 of the NE 1/4, Section 33, Township 21 South, Range 2 West described as follows: Begin at the Northeast corner of Section 33, Township 21 South, Range 2 West and run South along the East line of said Section a distance of 1347.75 feet to the Southeast corner of the NE 1/4 of the NE 1/4; thence turn an angle of 91 degrees, 31 minutes to the right and run West along the South line of said 1/4 - 1/4 Section a distance of 1054.81 feet; thence turn an angle of 76 degrees, 14 minutes, 20 seconds to the right and run a distance of 1024.40 feet; thence turn an angle of 2 degrees, 38 minutes, 03 seconds, to the right and run a distance of 357.48 feet to the North line of Section 33, said point being 13.70 feet East of the Northwest corner of said 1/4 - 1/4 section; thence turn an angle of 101 degrees, 02 minutes, 38 seconds to the right and run East along the North line of Section 33, a distance of 1331.85 feet to the point of beginning. Situated in the NE 1/4 of the NE 1/4, Section 33, Township 21 South, Range 2 West, Shelby County, Alabama.

(c) ALSO: A strip of land 100 feet in width extending in a Northeasterly direction across North 1/2 of Section 33, Township 21 South, Range 2 West from Easterly line of right of way of L & N Railroad in the NW 1/4 of the NW 1/4 of said Section to Westerly line of Parcel described above in the NE 1/4 of NE 1/4 of said Section, being 50 feet on each side of center line thereof located as follows:

Commence at the Northeast corner of the NW 1/4 of the NE 1/4 of Section 33, Township 21 South Range 2 West; thence run South along the East line of said 1/4 - 1/4 section a distance of 316.87 feet; thence turn an angle of 101 degrees, 38 minutes to the left and run a distance of 65.94 feet to the point of beginning; thence turn an angle of 180 degrees, 00 minutes, 00 seconds to the right and run a distance of 65.94 feet; thence turn an angle of 1 degree, 17 minutes, 40 seconds to the right and run a distance of 1366.38 feet to a point on the West line of the NW 1/4 of the NE 1/4, being 596.93 feet South of the Northwest corner of said 1/4 - 1/4 section; thence turn an angle of 04 degrees, 24 minutes, 20 seconds to the right and run a distance of 1083.59 feet to a point on the East right of way line of U.S. Highway No. 31; thence turn an angle of 16 degrees, 58 minutes to the left and run a distance of 100.48 feet to the West line of said Highway; thence turn an angle of 3 degrees, 27 minutes, 00 seconds to the right and run a distance of 1069.57 feet; thence turn an angle of 0 degrees, 14 minutes to the left and run a distance of 342.21 feet to a point on the East right of way line of the L & N Railroad and the point of ending. Situated in the N 1/2 of Section 33, Township 21 South, Range 2 West. Shelby County, Alabama.


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(d) ALSO: Commence at the Northeast corner of the NW 1/4 of the NE 1/4 Section 33, Township 21 South, Range 2 West; thence run South along the East line of said 1/4 - 1/4 section a distance of 316.87 feet; thence turn an angle of 79 degrees, 39 minutes, 40 seconds to the right and run a distance of 1366.38 feet to a point on the West line of the NW 1/4 of the NE 1/4, being 596.93 feet South of the NW corner of said 1/4 - 1/4 Section; thence turn an angle of 04 degrees, 24 minutes, 20 seconds to the right and run a distance of 1083.59 feet to a point on the East right of way line of U. S. Highway No. 31; thence turn an angle of 16 degrees, 58 minutes to the left and run a distance of 100.48 feet to a point on the West line of said Highway; thence turn an angle of 3 degrees, 27 minutes, 00 seconds to the right and run a distance of 1069.57 feet; thence turn an angle of 00 degrees, 14 minutes to the left and run a distance of 342.21 feet to a point on the East right of way line of the L & N Railroad; thence turn an angle of 95 degrees, 24 minutes, to the left and run along said right of way a distance of 50.22 feet to the point of beginning; thence turn an angle of 84 degrees, 36 minutes to the left and run a distance of 332.04 feet; thence turn an angle of 95 degrees, 36 minutes to the right and run a distance of 197.82 feet; thence turn an angle of 91 degrees, 50 minutes to the right and run a distance of 110.69 feet; thence turn an angle of 87 degrees, 19 minutes to the left and run a distance of 478.10 feet; thence turn an angle of 42 degrees, 33 minutes, to the left and run a distance of 105.68 feet; thence turn an angle of 24 degrees, 29 minutes to the left and run a distance of 184.54 feet; thence turn an angle of 57 degrees, 53 minutes to the right and run a distance of 753.03 feet; thence turn an angle of 108 degrees, 08 minutes to the right and run a distance of 357.20 feet to a point on the East right of way of the L & N Railroad; thence run Northwesterly along the East right of way line of the L & N Railroad to the point of beginning. Situated in the W 1/2 of the NW 1/4 and the NW 1/4 of the SW 1/4 of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama.

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Subject To:

1. All taxes for the year 1989 and subsequent years, not yet due and payable. Tax information has been based on the present assessment roles, but is subject to any future adjustments that may be made by either the Tax Assessor or the Board of Equalization of Shelby County, Alabama.
2. Easement to Alabama Power Company recorded in Volume 101, page 94; Volume 101, page 111; Volume 105, page 176; Volume 106, page 96; Volume 129, page 354; Volume 131, page 486; Volume 182, page 67; Volume 187, page 59; Volume 202, page 382; and Volume 203, page 245 in the Probate Office of Shelby County, Alabama.
3. Easement to Plantation Pipe Line Company recorded in Volume 112, page 595 in the Probate Office of Shelby County, Alabama. Parcels I-A thru I-E
4. Pipe line easement to Chilton County Natural Gas District recorded in Volume 165, page 370 in the Probate Office of Shelby County, Alabama. Parcels I-A thru I-E
5. Easement to Southern Railway Company dated May 11, 1956 and recorded in Volume 180, page 271 in the Probate Office of Shelby County, Alabama and as shown by the Survey of Frank W. Wheeler, dated October 14, 1981. Parcels I-A thru I-E
6. Boundary line disputes or questions with adjoining property owners arising from fence lines or hedge rows as shown by surveys of Frank W. Wheeler, dated October 14, 1981 and September 11, 1981. Said 1/4 - 1/4 sections specifically affected are: NW 1/4 of the NE 1/4 and NE 1/4 of NE 1/4; the NE 1/4 of the NW 1/4 and the SE 1/4 of NW 1/4 of Section 8, Township 24 North, Range 13 East and N 1/2 of SW 1/4 of the NW 1/4 and N 1/2 of SE 1/4 of the NW 1/4 of Section 28, Township 21 South, Range 2 West.
7. Lease dated September 15, 1971 from United States Gypsum Company as lessor to George Cary Kendrick and Annie Kendrick as Lessees.
8. Subject to compliance with terms and conditions set forth in that certain lease recorded in Volume 276, page 850 from Annie Maud Kendrick as lessor to United States Gypsum Company as lessees.
9. Right of way to Alabama Power Company as recorded in Volume 99, page 461; Volume 99, page 462; Volume 101, page 149; Volume 139, page 599; and Volume 233, page 587 in the Probate Office of Shelby County, Alabama. Part of Parcel IV A
10. Right of way to Shelby County for public road as recorded in Volume 102, page 444 in the Probate Office of Shelby County, Alabama. Part of Parcel IV A
11. Right of way to Alabama Power Company recorded in Volume 134, page 209; Volume 273, page 56; Volume 272, page 780 and Volume 272, page 783 in the Probate Office of Shelby County, Alabama. Parcel III-A thru III-C
12. Right of way to L & N Railroad as shown by survey of Frank W. Wheeler, dated October 14, 1981. Parcel III-A thru III-C



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1. Deed Tax \$1.640000
2. Mtg. Tax _____
3. Recording Fee 27.50
4. Indexing Fee 8.00
TOTAL 16,431.50

The Additional Shelby County Properties

PARCEL A: (Vernon)

The S 1/2 of E 1/2 of SE 1/4 of SW 1/4 of Section 12, Township 21, Range 3 West.

PARCEL B: (Garrett)

All that part of the E 1/2 of S 1/2 of NW 1/4 of Section 28, Township 21, Range 2 West, Shelby County, Alabama, that lies East of the right of way of U. S. Highway #31.

PARCEL C: (Durden)

All that part of the S 1/2 of the E 1/2 of the NW 1/4 of Section 28, Township 21, Range 2 West, lying East of Highway #31.

PARCEL D: (Thompson)

A parcel of land situated in the Southeast Quarter of the Northeast Quarter of Section 5, Township 24 North, Range 13 East, Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of said Quarter-Quarter section; thence in a Northerly direction along the East line of said Quarter-Quarter section a distance of 1033.09 feet to the Southerly right of way line of Shelby County Highway No. 25; thence 90 degrees, 07 minutes left along said right of way in a Westerly direction a distance of 496.70 feet; thence 2 degrees, 26 minutes right in a Westerly direction a distance of 3.30 feet; thence continue along last described course a distance of 200.00 feet to the point of beginning; thence turn an angle of 92 degrees, 18 minutes, 30 seconds left in a Southerly direction a distance of 1,014.48 feet to the South line of said Quarter-Quarter section; thence run South 85 degrees, 12 minutes West a distance of 400 feet; thence run in a Northerly direction and parallel with the East line of the parcel herein described, a distance of 1,014.48 feet, more or less, to the South right of way line of Alabama Highway No. 25; thence run in an Easterly direction along the South right of way line of said Highway #25, a distance of 400 feet to the point of beginning.

Subject to:

1. All taxes for the year 1989 and subsequent years, not yet due and payable. Tax information has been based on the present assessment rolls, but is subject to any future adjustments that may be made by either the Tax Assessor or the Board of Equalization of Shelby County, Alabama. (All parcels)
2. Rights of ingress and egress as shown by recorded Map. (Parcel A)
3. Coal, oil, gas and other mineral interests in, to or under the land herein described are not insured. (All parcels)
4. Right of way to Alabama Power Company as recorded in Volume 99, page 462 and Volume 139, page 599 in the Probate Office of Shelby County, Alabama. (Parcel B)
5. Right of way Alabama Power Company as recorded in Volume 99, page 133, Volume 133, page 584 and Volume 201, page 541 in the Probate Office of Shelby County, Alabama. (Parcel D)
6. Right of way to Plantation Pipe Line Company as recorded in Volume 210, page 588 in the Probate Office of Shelby County, Alabama. (Parcel D)

EXHIBIT A
LEGAL DESCRIPTION

I Robert C. Farmer, a professional land surveyor in the state of Alabama. (reg. # 14720), do hereby certify that this is a correct plat or map of a parcel of land situated in the W 1/2 of the SW 1/4 of Section 22, the W 1/2 of the W 1/2 of Section 27, the NE 1/4 of the NW 1/4 of Section 27, part of the W 1/2 of the W 1/2 of Section 34, and part of the SE 1/4 of the NE 1/4 of Section 33 all in Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the SW corner of said Section 22; thence N 2 deg. 58 min. 34 sec. W along the East line of said Section 22 a distance of 1365.02 feet; thence N 2 deg. 58 min. 05 sec. W along the East line of said Section 22 a distance of 1364.95 feet to the NW corner of the SW 1/4 of said Section 22; thence S 88 deg. 54 min. 43 sec. E along the North line of said 1/4-1/4 Section a distance of 1292.33 feet; thence S 2 deg. 24 min. 53 sec. E along the East line of the West 1/2 of the SW 1/4 of said Section 22 a distance of 2714.57 feet to a point on the North line of said Section 27; thence S 89 deg. 30 min. 50 sec. E along said North line a distance of 1263.95 feet to the NE corner of the NE 1/4 of the NW 1/4 of said Section 27; thence S 0 deg. 47 min. 48 sec. E along the East line of said 1/4-1/4 Section a distance of 1314.72 feet to the SE corner of the NE 1/4 of the NW 1/4 of said Section 27; thence N 89 deg. 27 min. 12 sec. W along the South line of said 1/4-1/4 Section a distance of 1264.97 feet to the SW corner of said 1/4-1/4 Section; thence S 0 deg. 36 min. 33 sec. E along the East line of the West 1/2 of the West 1/2 of said Section 27 a distance of 1286.49 feet; thence continuing along said East line, S 0 deg. 53 min. 24 sec. E a distance of 2643.86 feet to a point on the North line of said Section 34; said point being the NE corner of the NW 1/4 of the NW 1/4 of said Section 34; thence S 0 deg. 45 min. 21 sec. E a distance of 2685.25 feet to the NE corner of the NW 1/4 of the SW 1/4 of said Section 34; thence S 0 deg. 34 min. 41 sec. E along the East line of said 1/4-1/4 Section a distance of 1461.71 feet to a point on the Northerly R.O.W. line of U.S. Highway #70 (R.O.W. varies); said point lying on a curve to the right having a radius of 5686.52 feet, a central angle of 1 deg. 13 min. 17 sec. and subtended by a chord which bears S 85 deg. 01 min. 44 sec. W a distance of 121.22 feet; thence along the arc of said curve and said R.O.W. line a distance of 121.22 feet; thence S 4 deg. 21 min. 37 sec. E along said R.O.W. line a distance of 10.00 feet to the beginning of a curve to the right having a radius of 5696.52 feet, a central angle of 7 deg. 56 min. 56 sec. and subtended by a chord which bears 89 deg. 36 min. 50 sec. W a distance of 789.66 feet; thence along the arc of said curve and said R.O.W. line a distance of 790.29 feet; thence S 3 deg. 35 min. 18 sec. W along said R.O.W. line a distance of 10.00 feet to the beginning of a curve to the right having a radius of 5706.52 feet, a central angle of 3 deg. 33 min. 59 sec. and subtended by a chord which bears N 84 deg. 37 min. 42 sec. W a distance of 355.14 feet; thence along the arc of said curve and said R.O.W. line a distance of 355.20 feet; thence leaving said R.O.W. line N 0 deg. 39 min. 28 sec. W a distance of 78.91 feet to the SW corner of the NW 1/4 of the SW 1/4 of said Section 34; thence N 0 deg. 35 min. 12 sec. W a distance of 1406.90 feet to the SE corner of the SE 1/4 of the NE 1/4 of said Section 33; thence N 89 deg. 14 min. 54 sec. W along the South line of said 1/4-1/4 Section a distance of 953.45 feet (meas) 953.08 feet (deed); thence N 5 deg. 02 min. 37 sec. W a distance of 1352.64 feet to a point on the North line of said 1/4-1/4 Section; thence S 89 deg. 11 min. 46 sec. E along said North line a distance of 1054.91 feet (meas) 1054.81 feet (deed) to the SW corner of the NW 1/4 of the NW 1/4 of said Section 34; thence N 0 deg. 40 min. 45 sec. W along the East line of said 1/4-1/4 Section a distance of 1347.42 feet to the SW corner of said Section 27; thence N 0 deg. 49 min. 28 sec. W along the West line of said Section 27 a distance of 2612.59 feet; thence N 0 deg. 48 min. 33 sec. W along said West line a distance of 2612.57 feet to the Point of Beginning. Containing 421.98 acres, more or less.



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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:

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 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 3-inch 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


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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 C-Complete Description of Materials or Labor Supplied

Property: Chemical Lime ONeal

The following is a complete list, to the best of our knowledge of all Materials or Labor, which by agreement, were supplied or will be supplied by: **RSC Equipment Rental, Inc.**

Construction Equipment Rental and Sales

ACKNOWLEDGEMENT BY NOTARY PUBLIC

STATE OF AZ]ss.
County of Maricopa]ss.

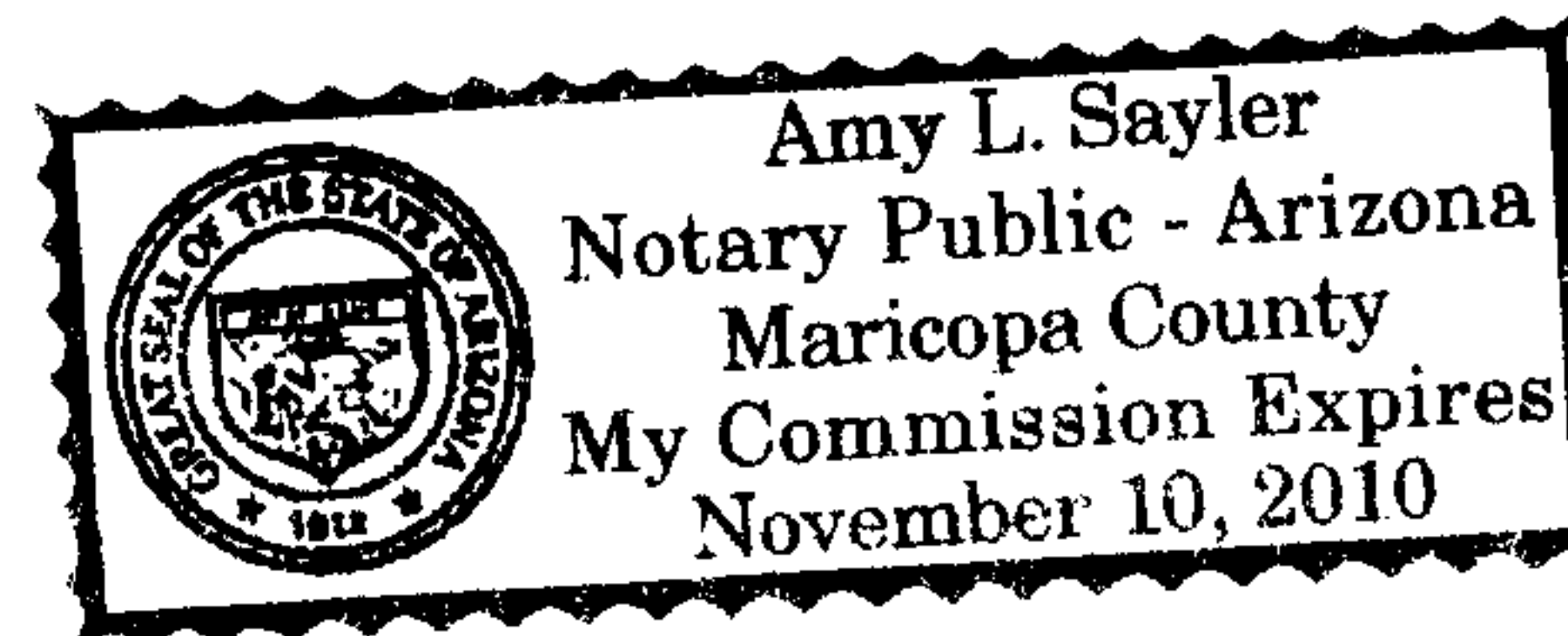
On 5/26/2009 before me, the undersigned, a Notary Public in and for said state, personally appeared

[Signature] [X] Personally known to me

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s), or their entity upon behalf for which the person(s) acted, executed the instrument.

Signature

[Signature]
Amy L. Sayler



CAPACITY CLAIMED BY SIGNER

Individual
Subscribing Witness
Corporate Officer(s)
Partner(s)

Guardian
Attorney-In-Fact
Trustee(s)

Other _____

Titles _____

Attention Notary: Although the information required below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized documents.

Title of Type of Document: _____

Date of Document: 5/26/2009

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Requested By:
And Return To:
RSC Equipment Rental, Inc.
3417 Trade Park Court, Suite E
Charlotte, NC 28217

NOTICE TO OWNER (UNPAID BALANCE) LIEN

(NOTICE TO OWNER, WITH COPIES TO CONTRACTOR AND, IF APPLICABLE,
SUBCONTRACTOR)

**TO: Allied Lime Company
c/o Thomson Property Tax
400 West 15th Street, Suite 700
Austin, TX 78701-1647**

**Allied Lime Company Bldg. #110
c/o Thomson Property Tax
400 West 15th Street, Suite 700
Austin, TX 78701-1647**


**Chemical Lime Company of Alabama, Inc.
c/o Thomson Property Tax
400 West 15th Street, Suite 700
Austin, TX 78701-1647**

**Chemical Lime Company of Alabama, Inc.
2885 Highway 31 N
Calera, AL 35040
(Owner or Proprietor of the Property; Construction Lender)**

**Re: Materialman's Lien (Identify the construction project, the contractor and, if
applicable, the subcontractor)**

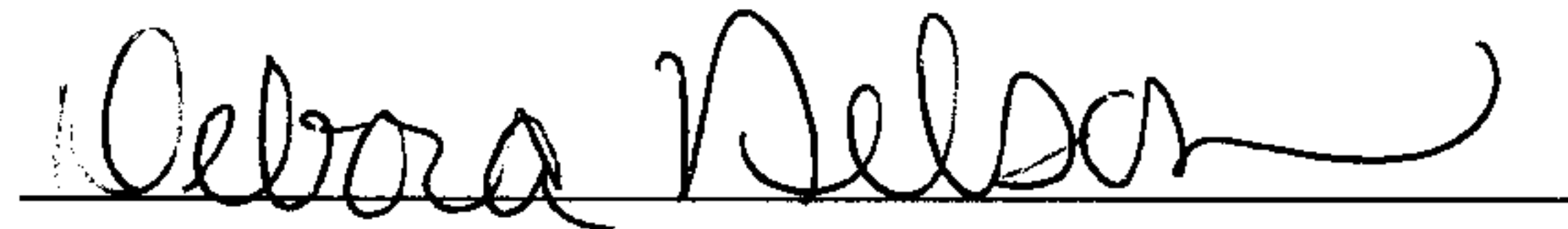
**Dear Allied Lime Company; Allied Lime Company Bldg. #110; Chemical Lime
Company of Alabama, Inc.:**

This is to notify you, as owner(s) of the construction lenders for the improvements and property known as Chemical Lime ONeal, 2885 Highway 31 N, Calera, AL, said property being the site of construction and improvements by the general contractor, B & C Excavating, 1070 County Road 128, Calera, AL 35040, that RSC Equipment Rental, Inc., 3417 Trade Park Court, Suite E, Charlotte, NC 28217 claims a lien on such buildings, improvements and lands, and on an amount after all just credits, of \$5,104.86, with interest thereon from February 5, 2009. This amount is owing from B & C Excavating, 1070 County Road 128, Calera, AL 35040 for construction equipment rental and sales in connection with the construction and improvements.


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We requests your immediate attention to full satisfaction of the
amount due and payable to us as stated above.

Sincerely,



Debora Nelson, Prelien/Lien Clerk
RSC Equipment Rental, Inc.
3417 Trade Park Court, Suite E
Charlotte, NC 28217

Exhibit A-Property Description


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Property: Chemical Lime ONeal

The following is a complete legal description to the best of our knowledge of the property to be liened.
Information for this exhibit was obtained through the Recorder's Office where the property is located, or
from other sources.

Parcel ID: 22-8-28-0-000-005-000 (Parcel ID: 22-8-28-0-000-005.000)
Part N1/2 of S1/2 of NW1/4 S28T21S R2W E of R/W US Hwy 31

Parcel ID: 22-8-28-0-000-004-000 (Parcel ID: 22-8-28-0-000-004.000)
Part S1/2 of N1/2 of NW1/4 S28 E of Hwy 31

Parcel ID: 22-8-28-0-000-001-000 (Parcel ID: 22-8-28-0-000-001.000)
E1/2 OF SEC 28 LESS A PCL BEG 13.7 E OF SW COR OF SE1/4 OF SE1/4
NWLY 1642.06 WLY 343.04 NWLY 107.53 WLY TO W LINE E1/2 S TO S LINE
E1/2 E TO POB

Parcel ID: 22-8-28-0-000-009-000 (Parcel ID: 22-8-28-0-000-009.000)
COM NE COR NW1/4 S1973.66 TO POB; CONT S1315.99 E TO CREEK NLY
ALG CREEK 114.61 S1659.19 TO E ROW HWY #31 NLY ALG HWY 655(S) W
TO W LN SEC 28 N ALG SE C LN 440(S) E TO E ROW SD HWY #31 N ALG
ROW 210(S) E2172.33 TO POB. LESS RD ROW

Parcel ID: 22-8-27-0-000-002-000 (Parcel ID: 22-8-27-0-000-002.000)
W1/2 OF W1/2 OF SEC27 & NE1/4 OF NW1/4 SEC 27 T21S R2W

Shelby County, Alabama

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Exhibit A - Pages 1 - 9

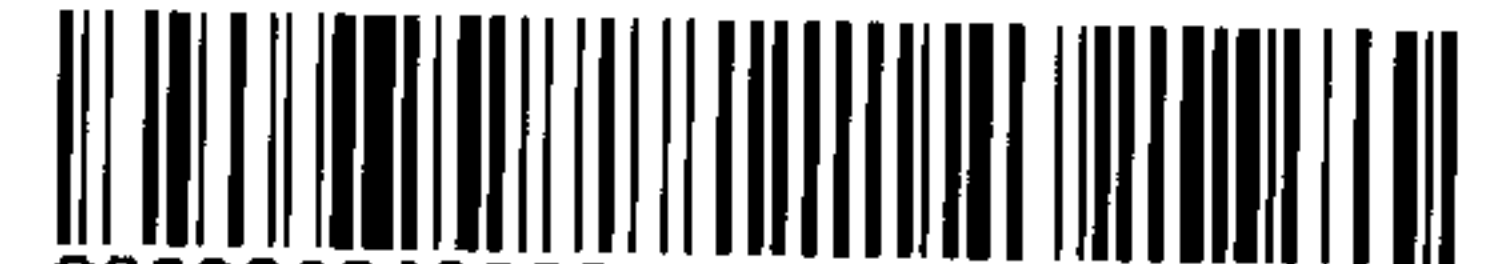
Parcel I: (Montevallo Plant)
Parcel II: (Intentionally Omitted)
Parcel III: (Alabaster Lime Plant)
Parcel IV: (O'Neal Property)

PARCEL I: (Montevallo Plant)

(a) The N 1/2 of the NW 1/4 of the NW 1/4, and the NE 1/4 of the NW 1/4, and the S 1/2 of the NW 1/4, and the N 1/2 of the NE 1/4, all in Section 8, Township 24 North, Range 13 East.

(b) The SW 1/4, and part of the S 1/2 of the NW 1/4 described as:

Begin at the Southwest corner of the NW 1/4, Section 5, Township 24 North, Range 13 East, thence run East along the South line of the NW 1/4, a distance of 2760.00 feet to the Southeast corner of the NW 1/4; thence turn an angle of 91 degrees, 08 minutes, 23 seconds to the left and run North along the East line of the NW 1/4 a distance of 817.57 feet; thence turn an angle of 93 degrees, 13 minutes, 46 seconds to the left and run a distance of 210.00 feet; thence turn an angle of 93 degrees, 13 minutes, 46 seconds to the right and run a distance of 210.00 feet to the South right of way line of Alabama State Highway No. 25; thence turn an angle of 93 degrees, 13 minutes, 46 seconds to the left and run along said right of way line a distance of 2528.83 feet to the West line of Section 5; thence turn an angle of 85 degrees, 01 minutes, 29 seconds to the left and run South along the West line of Section 5 a distance of 818.74 feet to the point of beginning and the NW 1/4 of the SW 1/4 of the SE 1/4 and the West 4.50 acres of the SW 1/4 of the SW 1/4 of the SE 1/4 all in Section 5, Township 24 North, Range 13 East.



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(c) The S 1/2 of the SE 1/4 of the SE 1/4, and the NE 1/4 of the SE 1/4, and part of the SE 1/4 of the NE 1/4 described as:

Begin at the Southeast corner of the SE 1/4 of the NE 1/4, thence run North along the East line of Section 6, a distance of 818.74 feet to the South right of way line of Alabama State Highway No. 25; thence turn an angle of 94 degrees, 58 minutes, 31 seconds to the left and run along said Highway right of way a distance of 518.97 feet; thence turn an angle of 90 degrees, 43 minutes 25 seconds to the left and run a distance of 20.00 feet; thence turn an angle of 90 degrees, 43 minutes, 25 seconds to the right and run a distance of 45.00 feet; thence turn an angle of 90 degrees, 45 minutes, 26 seconds to the left and run a distance of 476.46 feet; thence turn an angle of 90 degrees, 18 minutes, 01 seconds to the right and run a distance of 798.21 feet to the West line of the SE 1/4 of the NE 1/4; thence turn an angle of 84 degrees, 54 minutes, 04 seconds to the left and run a distance of 229.36 feet to the Southwest corner of the SE 1/4 of the NE 1/4; thence turn an angle of 90 degrees, 56 minutes, 34 seconds to the left and run East along the South line a distance of 1305.76 feet to the point of beginning. All situated in Section 6, Township 24 North, Range 13 East.

(d) ALSO: A strip of land extending 20 feet on either side of the hereinafter described line:

Commencing at the Northeast corner of Section 6, Township 24 North, Range 13 East being marked by a 2 inch iron pipe; thence South 3 degrees, 03 minutes West along the East boundary of Section 6, a distance of 356.98 feet to a point in the center line of the Southern Railway known as station 7122+31.33 according to the Southern Railway System's survey maps; thence Southeasterly along center line of said railway along a 1 degree curve to the right a distance of 41.33 feet to a point on center line of said railway, known as station 7121+90 according to said Southern Railway System's survey map; thence Southeasterly along a 15 degree curve to the right a distance of 254.0 feet to the point of intersection with the South right of way line of the Southern Railway Company's main line track which is the point of beginning of the line herein described; thence continue Southeasterly and Southwesterly along said 15 degree curve to the right, a distance of 380.38 feet; thence South 12 degrees, 09 minutes West a distance of 346.42 feet; thence Southeasterly along a 10 degree curve to the left a distance of 158.67 feet; thence South 3 degrees, 43 minutes East a distance of 382.67 feet to the point of intersection with the North right of way line of Alabama Highway No. 25 to the point of ending.

(e) DESCRIPTION OF LEASE PROPERTY: That portion of the North half of the South East quarter of the South East quarter of Section 6, Township 24 North, Range 13 East, lying East of a straight line extending from a point on the South line of the said North half 600 feet West of the South East corner of the said North half to a point on the North line of the said North half 300 feet West of the North East corner of the said North half.

PARCEL III: (Alabaster Lime Plant)

(a) Begin at the Southeast corner of the SW 1/4 of the SE 1/4, Section 35, Township 20 South, Range 3 West, thence run North along the East line of said 1/4 - 1/4 section a distance of 252.26 feet; thence turn an angle of 91 degrees, 12 minutes, 07 seconds to the right and run a distance of 192.20 feet; thence turn an angle 91 degrees, 12 minutes, 07 seconds to the left and run a distance of 216.68 feet; thence turn an angle of 107 degrees, 52 minutes, 06 seconds to the right and run a distance of 234.19 feet to the West right of way line of the North boundary of L & N Railroad tract; thence turn an angle of 99 minutes, 44 seconds, 38 seconds to the left and run a distance of 2257.22 feet to the North line of the NE 1/4 of the SE 1/4; thence turn an angle of 96 degrees, 48 minutes, 20 seconds to the left and run a distance of 47.71 feet to the East right of way line of the South bound L & N Railroad tract; thence turn an angle of 69 degrees, 04 minutes, 54 seconds to the left and run along said right of way line a distance of 2831.29 feet to the South line of the SW 1/4 of the SE 1/4; thence turn an angle of 111 degrees, 02 minutes, 07 seconds to the left and run East along the South line of said 1/4 - 1/4 section a distance of 385.40 feet to the point of beginning.
Situating in the NE 1/4 of the SE 1/4 of the S 1/2 of the SE 1/4, Section 35, Township 20 South, Range 3 West.

(b) The East 300.00 feet of the NE 1/4 of the SW 1/4; all of the NW 1/4 of the SE 1/4; and a part of the NE 1/4 of the SE 1/4 and a part of the SE 1/4 of the NE 1/4 described as follows: Begin at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 35, Township 20 South, Range 3 West, thence run East along the South line of said 1/4 - 1/4 section a distance of 43.57 feet to the West right of way line of the South bound tract of the L & N Railroad; thence turn an angle of 69 degrees, 01 minutes, 23 seconds to the left and run along said right of way line a distance of 1415.22 feet to the North line of the NE 1/4 of the SE 1/4; thence turn an angle of 110 degrees, 53 minutes, 06 seconds to the left and run West along the North line of said 1/4 - 1/4 section a distance of 347.47 feet; thence turn an angle of 27 degrees, 58 minutes, 15 seconds to the right and run a distance of 248.84 feet; thence turn an angle of 31 degrees, 31 minutes, 46 seconds to the right and run a distance of 30.58 feet to the West line of the SE 1/4 of NE 1/4; thence turn an angle of 150 degrees, 49 minutes, 09 seconds to the left and run South along the West line of the SE 1/4 of the NE 1/4 and the NE 1/4 of the SE 1/4 a distance of 1465.36 feet to the point of beginning.

LESS AND EXCEPT a tract described as:

A part of the NE 1/4 of the SE 1/4 of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Northwest corner of said 1/4 - 1/4 section and run East along the North boundary line a distance of 579.50 feet to a point on the Northwesterly right of way line of North bound L & N Railroad 100 foot wide right of way for a point of beginning; thence turn an angle to the right of 110 degrees, 51 minutes and run South 17 degrees, 45 minutes West (Magnetic) along said Northwesterly right of way line a distance of 520.97 feet to the point of intersection with the Northeasterly boundary line of Alabama Power Company's 100 foot wide right of way; thence turn an angle to the right of 134 degrees, 22 minutes and run Northwesterly along the Northeasterly boundary line of said Alabama Power Company's right of way a distance of 300.00 feet; thence turn an angle to the right of 102 degrees, 29 minutes and run Easterly a distance of 214.45 feet; thence turn an angle of 56 degrees, 51 minutes and run Northeasterly and parallel with the Northwesterly boundary line of said railroad right of way a distance of 180.50 feet to a point on the North boundary line of the Northeast 1/4 of Southeast 1/4; thence turn an angle of 69 degrees, 09 minutes and run East a distance of 37.45 feet to the point of beginning.

(c) Begin at the Northeast corner of the SE 1/4 of the SW 1/4, Section 35, Township 20 South, Range 3 West; thence run West along the North line of said 1/4 - 1/4 section a distance of 495.00 feet to the center line of Buck Creek; thence turn an angle of 152 degrees, 45 minutes to the left and run along said creek a distance of 210.00 feet; thence turn an angle of 33 degrees, 15 minutes to the right and run along said creek a distance of 190.00 feet; thence turn an angle of 38 degrees, 10 minutes to the right and run along said creek a distance of 348.00 feet; thence turn an angle of 27 degrees, 31 minutes, 33 seconds to the left and run along said creek a distance of 228.25 feet; thence turn an angle of 47 degrees, 20 minutes, 41 seconds to the left and run along said creek a distance of 155.00 feet; thence turn an angle of 36 degrees, 30 minutes to the right and run along said creek a distance of 147.00 feet to a point on the West line of the SW 1/4 of the SE 1/4; thence turn an angle of 07 degrees, 52 minutes, 36 seconds to the left and run along said creek a distance of 392.78 feet to a point on the South line of the SW 1/4 of the SE 1/4; thence turn an angle of 52 degrees, 28 minutes, 39 seconds to the left and run East along the South line of said 1/4 - 1/4 section a distance of 598.23 feet to the West right of way line of the South bound L & N Railroad tract; thence turn an angle of 68 degrees, 57 minutes, 53 seconds to the left and run along said Railroad right of way a distance of 1416.30 feet to the North line of the SE 1/4 of the SE 1/4; thence turn an angle of 110 degrees, 58 minutes, 37 seconds to the left and run West along the North line of the S 1/2 of the SE 1/4 a distance of 1366.07 feet to the point of beginning.

LESS AND EXCEPT a tract described as:

Commence at the Southeast corner of the SW 1/4 of the SE 1/4, Section 35, Township 20 South, Range 3 West; thence run West along the South line of said 1/4 - 1/4 section a distance of 507.80 feet; thence turn an angle of 91 degrees, 30 minutes to the right and run a distance of 18.94 feet to the point of beginning; thence continue in the same direction a distance of 89.65 feet; thence turn an angle of 2 degrees, 04 minutes, 07 seconds to the left and run a distance of 218.36 feet; thence turn an angle of 89 degrees, 25 minutes, 53 seconds to the left and run a distance of 385.74 feet; thence turn an angle of 74 degrees, 27 minutes to the left and run a distance of 203.37 feet; thence turn an angle of 18 degrees, 07 minutes to the left and run a distance of 114.61 feet; thence turn an angle of 89 degrees, 49 minutes to the left and run a distance of 148.70 feet; thence turn an angle of 3 degrees, 09 minutes to the right and run a distance of 286.40 feet to the point of beginning. Situated in the said SW 1/4 of the SE 1/4.

PARCEL IV: (O'Neal Property)

(a) The NE 1/4 and the NE 1/4 of the SE 1/4; and all of that part of the S 1/2 of the W 1/2 of the NW 1/4, lying East of Highway No. 31; and all that part of the W 1/2 of the S 1/2 of the NW 1/4, lying East of the right of way of U. S. Highway No. 31. Also, parts of the W 1/2 of the SE 1/4 and the SE 1/4 of the SE 1/4 more particularly described as: Begin at the Southeast corner of Section 28, Township 21 South, Range 2 West; thence run West along the South line of said Section 28 a distance of 1331.85 feet; thence turn an angle of 75 degrees, 12 minutes, 15 seconds to the right and run a distance of 1642.06 feet; thence turn an angle of 78 degrees, 12 minutes to the left and run a distance of 343.04 feet; thence turn an angle of 47 degrees, 54 minutes to the right and run a distance of 107.53 feet; thence turn an angle of 44 degrees, 33 minutes to the left and run a distance of 564.83 feet to the West line of the NW 1/4 of the SE 1/4; thence turn an angle of 88 degrees, 07 minutes, 45 seconds to the right and run North along the West line of said 1/4 - 1/4 section a distance of 980.86 feet to the Northwest corner; thence turn an angle of 91 degrees, 55 minutes, 30 seconds to the right and run along the North line of said 1/4 - 1/4 section a distance of 1344.00 feet to the Northeast corner of said 1/4 - 1/4 Section; thence turn an angle of 88 degrees, 02 minutes, 03 seconds to the right and run South along the East line of the NW 1/4 of the SE 1/4 a distance of 1310.51 feet to the Southeast corner of said 1/4 - 1/4 Section; thence turn an angle of 88 degrees, 14 minutes, 18 seconds to the left and run East along the North line of the SE 1/4 of the SE 1/4 a distance of 1344.77 feet to the Northeast corner of said 1/4 - 1/4 Section; thence turn an angle of 88 degrees, 11 minutes, 52 seconds to the right and run South along the East line of said Section 28 a distance of 1305.75 feet to the point of beginning. Situated in Section 28, Township 21 South, Range 2 West.

(b) ALSO, part of the NE 1/4 of the NE 1/4, Section 33, Township 21 South, Range 2 West described as follows: Begin at the Northeast corner of Section 33, Township 21 South, Range 2 West and run South along the East line of said Section a distance of 1347.75 feet to the Southeast corner of the NE 1/4 of the NE 1/4; thence turn an angle of 91 degrees, 31 minutes to the right and run West along the South line of said 1/4 - 1/4 Section a distance of 1054.81 feet; thence turn an angle of 76 degrees, 14 minutes, 20 seconds to the right and run a distance of 1024.40 feet; thence turn an angle of 2 degrees, 38 minutes, 03 seconds, to the right and run a distance of 357.48 feet to the North line of Section 33, said point being 13.70 feet East of the Northwest corner of said 1/4 - 1/4 section; thence turn an angle of 101 degrees, 02 minutes, 38 seconds to the right and run East along the North line of Section 33, a distance of 1331.85 feet to the point of beginning. Situated in the NE 1/4 of the NE 1/4, Section 33, Township 21 South, Range 2 West, Shelby County, Alabama.

(c) ALSO: A strip of land 100 feet in width extending in a Northeasterly direction across North 1/2 of Section 33, Township 21 South, Range 2 West from Easterly line of right of way of L & N Railroad in the NW 1/4 of the NW 1/4 of said Section to Westerly line of Parcel described above in the NE 1/4 of NE 1/4 of said Section, being 50 feet on each side of center line thereof located as follows:

Commence at the Northeast corner of the NW 1/4 of the NE 1/4 of Section 33, Township 21 South Range 2 West; thence run South along the East line of said 1/4 - 1/4 section a distance of 316.87 feet; thence turn an angle of 101 degrees, 38 minutes to the left and run a distance of 65.94 feet to the point of beginning; thence turn an angle of 180 degrees, 00 minutes, 00 seconds to the right and run a distance of 65.94 feet; thence turn an angle of 1 degree, 17 minutes, 40 seconds to the right and run a distance of 1366.38 feet to a point on the West line of the NW 1/4 of the NE 1/4, being 596.93 feet South of the Northwest corner of said 1/4 - 1/4 section; thence turn an angle of 04 degrees, 24 minutes, 20 seconds to the right and run a distance of 1083.59 feet to a point on the East right of way line of U.S. Highway No. 31; thence turn an angle of 16 degrees, 58 minutes to the left and run a distance of 100.48 feet to the West line of said Highway; thence turn an angle of 3 degrees, 27 minutes, 00 seconds to the right and run a distance of 1069.57 feet; thence turn an angle of 0 degrees, 14 minutes to the left and run a distance of 342.21 feet to a point on the East right of way line of the L & N Railroad and the point of ending. Situated in the N 1/2 of Section 33, Township 21 South, Range 2 West. Shelby County, Alabama.

(d) ALSO: Commence at the Northeast corner of the NW 1/4 of the NE 1/4 Section 33, Township 21 South, Range 2 West; thence run South along the East line of said 1/4 - 1/4 section a distance of 316.87 feet; thence turn an angle of 79 degrees, 39 minutes, 40 seconds to the right and run a distance of 1366.38 feet to a point on the West line of the NW 1/4 of the NE 1/4, being 596.93 feet South of the NW corner of said 1/4 - 1/4 Section; thence turn an angle of 04 degrees, 24 minutes, 20 seconds to the right and run a distance of 1083.59 feet to a point on the East right of way line of U. S. Highway No. 31; thence turn an angle of 16 degrees, 58 minutes to the left and run a distance of 100.48 feet to a point on the West line of said Highway; thence turn an angle of 3 degrees, 27 minutes, 00 seconds to the right and run a distance of 1069.57 feet; thence turn an angle of 00 degrees, 14 minutes to the left and run a distance of 342.21 feet to a point on the East right of way line of the L & M Railroad; thence turn an angle of 95 degrees, 24 minutes, to the left and run along said right of way a distance of 50.22 feet to the point of beginning; thence turn an angle of 84 degrees, 36 minutes to the left and run a distance of 332.04 feet; thence turn an angle of 95 degrees, 36 minutes to the right and run a distance of 197.82 feet; thence turn an angle of 91 degrees, 50 minutes to the right and run a distance of 110.69 feet; thence turn an angle of 87 degrees, 19 minutes to the left and run a distance of 478.10 feet; thence turn an angle of 42 degrees, 33 minutes, to the left and run a distance of 105.68 feet; thence turn an angle of 24 degrees, 29 minutes to the left and run a distance of 184.54 feet; thence turn an angle of 57 degrees, 53 minutes to the right and run a distance of 753.03 feet; thence turn an angle of 108 degrees, 08 minutes to the right and run a distance of 357.20 feet to a point on the East right of way of the L & M Railroad; thence run Northwesterly along the East right of way line of the L & M Railroad to the point of beginning. Situated in the W 1/2 of the NW 1/4 and the NW 1/4 of the SW 1/4 of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama.

Subject To:

1. All taxes for the year 1989 and subsequent years, not yet due and payable. Tax information has been based on the present assessment roles, but is subject to any future adjustments that may be made by either the Tax Assessor or the Board of Equalization of Shelby County, Alabama.
2. Easement to Alabama Power Company recorded in Volume 101, page 94; Volume 101, page 111; Volume 105, page 176; Volume 106, page 96; Volume 129, page 354; Volume 131, page 486; Volume 182, page 67; Volume 187, page 59; Volume 202, page 382; and Volume 203, page 245 in the Probate Office of Shelby County, Alabama.
3. Easement to Plantation Pipe Line Company recorded in Volume 112, page 595 in the Probate Office of Shelby County, Alabama. Parcels I-A thru I-E
4. Pipe line easement to Chilton County Natural Gas District recorded in Volume 165, page 370 in the Probate Office of Shelby County, Alabama. Parcels I-A thru I-E
5. Easement to Southern Railway Company dated May 11, 1956 and recorded in Volume 180, page 271 in the Probate Office of Shelby County, Alabama and as shown by the Survey of Frank W. Wheeler, dated October 14, 1981. Parcels I-A thru I-E
6. Boundary line disputes or questions with adjoining property owners arising from fence lines or hedge rows as shown by surveys of Frank W. Wheeler, dated October 14, 1981 and September 11, 1981. Said 1/4 - 1/4 sections specifically affected are: NW 1/4 of the NE 1/4 and NE 1/4 of NE 1/4; the NE 1/4 of the NW 1/4 and the SE 1/4 of NW 1/4 of Section 8, Township 24 North, Range 13 East and N 1/2 of SW 1/4 of the NW 1/4 and N 1/2 of SE 1/4 of the NW 1/4 of Section 28, Township 21 South, Range 2 West.
7. Lease dated September 15, 1971 from United States Gypsum Company as lessor to George Cary Kendrick and Annie Kendrick as Lessees.
8. Subject to compliance with terms and conditions set forth in that certain lease recorded in Volume 276, page 850 from Annie Maud Kendrick as lessor to United States Gypsum Company as lessees.
9. Right of way to Alabama Power Company as recorded in Volume 99, page 461; Volume 99, page 462; Volume 101, page 149; Volume 139, page 599; and Volume 233, page 587 in the Probate Office of Shelby County, Alabama. Part of Parcel IV A
10. Right of way to Shelby County for public road as recorded in Volume 102, page 444 in the Probate Office of Shelby County, Alabama. Part of Parcel IV A
11. Right of way to Alabama Power Company recorded in Volume 134, page 209; Volume 273, page 56; Volume 272, page 780 and Volume 272, page 783 in the Probate Office of Shelby County, Alabama. Parcel III-A thru III-C
12. Right of way to L & N Railroad as shown by survey of Frank W. Wheeler, dated October 14, 1981. Parcel III-A thru III-C

1. Deed Tax \$1.640000
2. Mtg. Tax
3. Recording Fee 27.50
4. Indexing Fee 8.00
TOTAL 16,431.50

The Additional Shelby County Properties

PARCEL A: (Vernon)

The S 1/2 of E 1/2 of SE 1/4 of SW 1/4 of Section 12, Township 21, Range 3 West.

PARCEL B: (Gartett)

All that part of the E 1/2 of S 1/2 of NW 1/4 of Section 28, Township 21, Range 2 West, Shelby County, Alabama, that lies East of the right of way of U. S. Highway #31.

PARCEL C: (Durden)

All that part of the S 1/2 of the E 1/2 of the NW 1/4 of Section 28, Township 21, Range 2 West, lying East of Highway #31.

PARCEL D: (Thompson)

A parcel of land situated in the Southeast Quarter of the Northeast Quarter of Section 5, Township 24 North, Range 13 East, Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of said Quarter-Quarter section; thence in a Northerly direction along the East line of said Quarter-Quarter section a distance of 1033.09 feet to the Southerly right of way line of Shelby County Highway No. 25; thence 90 degrees, 07 minutes left along said right of way in a Westerly direction a distance of 496.70 feet; thence 2 degrees, 26 minutes right in a Westerly direction a distance of 3.30 feet; thence continue along last described course a distance of 200.00 feet to the point of beginning; thence turn an angle of 92 degrees, 18 minutes, 30 seconds left in a Southerly direction a distance of 1,014.48 feet to the South line of said Quarter-Quarter section; thence run South 85 degrees, 12 minutes West a distance of 400 feet; thence run in a Northerly direction and parallel with the East line of the parcel herein described, a distance of 1,014.48 feet, more or less, to the South right of way line of Alabama Highway No. 25; thence run in an Easterly direction along the South right of way line of said Highway #25, a distance of 400 feet to the point of beginning.

Subject TO:

1. All taxes for the year 1989 and subsequent years, not yet due and payable. Tax information has been based on the present assessment rolls, but is subject to any future adjustments that may be made by either the Tax Assessor or the Board of Equalization of Shelby County, Alabama. (All parcels)
2. Rights of ingress and egress as shown by recorded Map. (Parcel A)
3. Coal, oil, gas and other mineral interests in, to or under the land herein described are not insured. (All parcels)
4. Right of way to Alabama Power Company as recorded in Volume 99, page 462 and Volume 139, page 599 in the Probate Office of Shelby County, Alabama. (Parcel B)
5. Right of way Alabama Power Company as recorded in Volume 99, page 133, Volume 133, page 584 and Volume 201, page 541 in the Probate Office of Shelby County, Alabama. (Parcel D)
6. Right of way to Plantation Pipe Line Company as recorded in Volume 210, page 588 in the Probate Office of Shelby County, Alabama. (Parcel D)

EXHIBIT A
LEGAL DESCRIPTION

I Robert C. Farmer, a professional land surveyor in the state of Alabama. (reg. # 14720), do hereby certify that this is a correct plat or map of a parcel of land situated in the W 1/2 of the SW 1/4 of Section 22, the W 1/2 of the W 1/2 of Section 27, the NE 1/4 of the NW 1/4 of Section 27, part of the W 1/2 of the W 1/2 of Section 34, and part of the SE 1/4 of the NE 1/4 of Section 33 all in Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the SW corner of said Section 22; thence N 2 deg. 58 min. 34 sec. W along the East line of said Section 22 a distance of 1365.02 feet; thence N 2 deg. 58 min. 05 sec. W along the East line of said Section 22 a distance of 1364.95 feet to the NW corner of the SW 1/4 of said Section 22; thence S 88 deg. 54 min. 43 sec. E along the North line of said 1/4-1/4 Section a distance of 1292.33 feet; thence S 2 deg. 24 min. 53 sec. E along the East line of the West 1/2 of the SW 1/4 of said Section 22 a distance of 2714.57 feet to a point on the North line of said Section 27; thence S 89 deg. 30 min. 50 sec. E along said North line a distance of 1263.95 feet to the NE corner of the NE 1/4 of the NW 1/4 of said Section 27; thence S 0 deg. 47 min. 48 sec. E along the East line of said 1/4-1/4 Section a distance of 1314.72 feet to the SE corner of the NE 1/4 of the NW 1/4 of said Section 27; thence N 89 deg. 27 min. 12 sec. W along the South line of said 1/4-1/4 Section a distance of 1264.97 feet to the SW corner of said 1/4-1/4 Section; thence S 0 deg. 36 min. 33 sec. E along the East line of the West 1/2 of the West 1/2 of said Section 27 a distance of 1286.49 feet; thence continuing along said East line, S 0 deg. 53 min. 24 sec. E a distance of 2643.86 feet to a point on the North line of said Section 34; said point being the NE corner of the NW 1/4 of the NW 1/4 of said Section 34; thence S 0 deg. 45 min. 21 sec. E a distance of 2685.25 feet to the NE corner of the NW 1/4 of the SW 1/4 of said Section 34; thence S 0 deg. 34 min. 41 sec. E along the East line of said 1/4-1/4 Section a distance of 1461.71 feet to a point on the Northerly R.O.W. line of U.S. Highway #70 (R.O.W. varies); said point lying on a curve to the right having a radius of 5686.52 feet, a central angle of 1 deg. 13 min. 17 sec. and subtended by a chord which bears S 85 deg. 01 min. 44 sec. W a distance of 121.22 feet; thence along the arc of said curve and said R.O.W. line a distance of 121.22 feet; thence S 4 deg. 21 min. 37 sec. E along said R.O.W. line a distance of 10.00 feet to the beginning of a curve to the right having a radius of 5696.52 feet, a central angle of 7 deg. 56 min. 56 sec. and subtended by a chord which bears 89 deg. 36 min. 50 sec. W a distance of 789.66 feet; thence along the arc of said curve and said R.O.W. line a distance of 790.29 feet; thence S 3 deg. 35 min. 18 sec. W along said R.O.W. line a distance of 10.00 feet to the beginning of a curve to the right having a radius of 5706.52 feet, a central angle of 3 deg. 33 min. 59 sec. and subtended by a chord which bears N 84 deg. 37 min. 42 sec. W a distance of 355.14 feet; thence along the arc of said curve and said R.O.W. line a distance of 355.20 feet; thence leaving said R.O.W. line N 0 deg. 39 min. 28 sec. W a distance of 78.91 feet to the SW corner of the NW 1/4 of the SW 1/4 of said Section 34; thence N 0 deg. 35 min. 12 sec. W a distance of 1406.90 feet to the SE corner of the SE 1/4 of the NE 1/4 of said Section 33; thence N 89 deg. 14 min. 54 sec. W along the South line of said 1/4-1/4 Section a distance of 953.45 feet (meas) 953.08 feet (deed); thence N 5 deg. 02 min. 37 sec. W a distance of 1352.64 feet to a point on the North line of said 1/4-1/4 Section; thence S 89 deg. 11 min. 46 sec. E along said North line a distance of 1054.91 feet (meas) 1054.81 feet (deed) to the SW corner of the NW 1/4 of the NW 1/4 of said Section 34; thence N 0 deg. 40 min. 45 sec. W along the East line of said 1/4-1/4 Section a distance of 1347.42 feet to the SW corner of said Section 27; thence N 0 deg. 49 min. 28 sec. W along the West line of said Section 27 a distance of 2612.59 feet; thence N 0 deg. 48 min. 33 sec. W along said West line a distance of 2612.57 feet to the Point of Beginning. Containing 421.98 acres, more or less.

20090604000213750 31/42 \$134.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"
LEGAL DESCRIPTION


20090604000213750 32/42 \$134.00
Shelby Cnty Judge of Probate, AL
06/04/2009 02:20:31 PM FILED/CERT

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:

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 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 3-inch 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 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


20090604000213750 33/42 \$134.00
Shelby Cnty Judge of Probate, AL
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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 111 degrees 44 minutes 09 seconds and run 177.87 feet; thence turn an angle right of 167 degrees 42 minutes 28 seconds and run 34.59 feet; thence turn an angle right of 137 degrees 53 minutes 25 seconds and run 96.94 feet; thence turn an angle right of 155 degrees 22 degrees 18 minutes and run 40.38 feet; thence turn an angle right of 200 degrees 44 minutes 39 seconds and run 79.73 feet; thence turn an angle right of 214 degrees 30 minutes 17 seconds and run 29.57 feet; thence turn an angle right of 80 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 C-Complete Description of Materials or Labor Supplied

Property: Chemical Lime ONeal

The following is a complete list, to the best of our knowledge of all Materials or Labor, which by agreement, were supplied or will be supplied by: **RSC Equipment Rental, Inc.**

Construction Equipment Rental and Sales



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Shelby Cnty Judge of Probate, AL
06/04/2009 02:20:31 PM FILED/CERT

ACKNOWLEDGEMENT BY NOTARY PUBLIC

STATE OF AZ]ss.
County of Maricopa]ss.

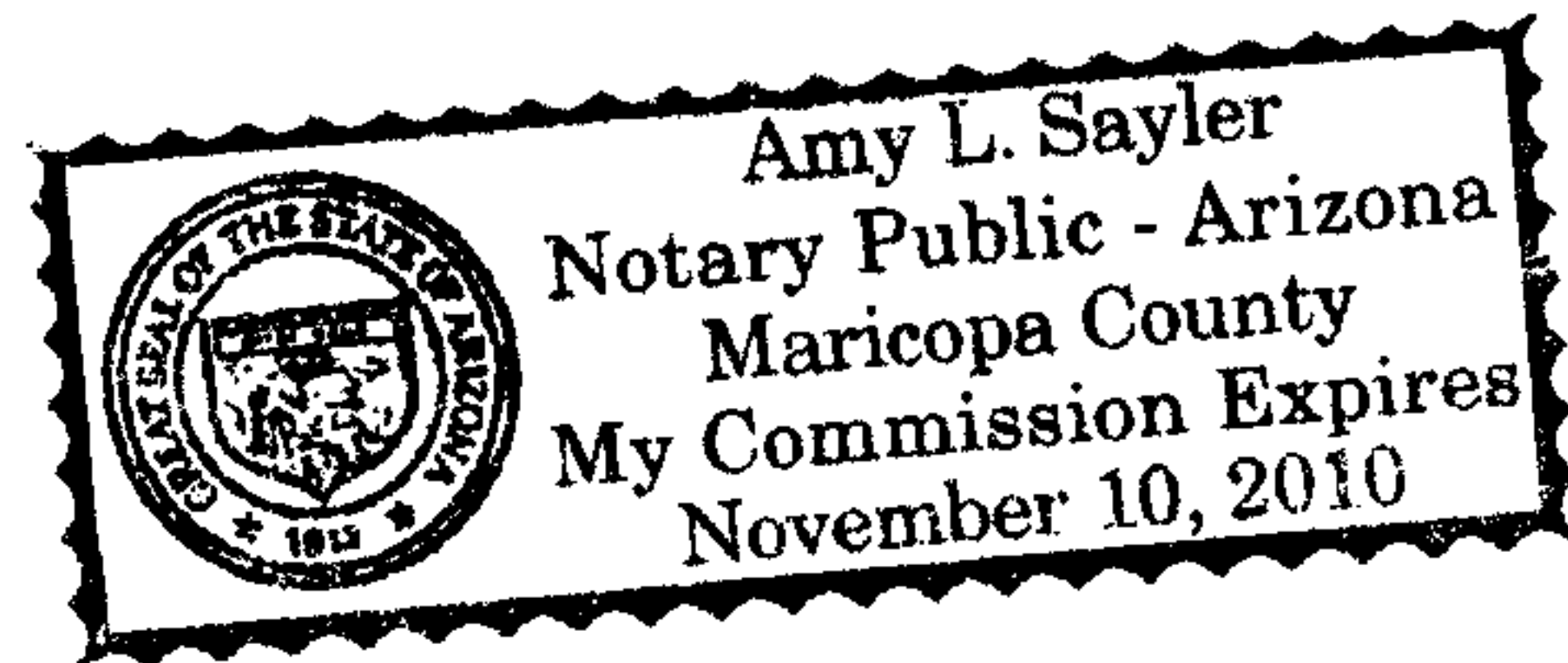
On 5/26/2009 before me, the undersigned, a Notary Public in and for said state, personally appeared

Debra Nelson [X] Personally known to me

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s), or their entity upon behalf for which the person(s) acted, executed the instrument.

Signature

Amy L. Sayler



CAPACITY CLAIMED BY SIGNER

Individual
Subscribing Witness
Corporate Officer(s)
Partner(s)

Guardian
Attorney-In-Fact
Trustee(s)

Other _____

Titles _____

Attention Notary: Although the information required below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized documents.

Title of Type of Document: _____

Date of Document: 5/26/2009

Number of Pages: _____

Signer(s) Other Than Named Above: _____

5/15/09 06:12:43 Customer Invoice Inquiry Sys: RSC
 Status: H Total \$: 5,165.39 Rate: Cmp: AC Loc: 973
 Cust #: 597256 B & C EXCAVATING Phone: 205-668-6468 Cur:
 Select-Open: Y Paid: N Opt: 3=Pmt/Adj 5=Display 6=Reprint 7=Fax/E-Mail

Op	Invoice #	Date	Loc	ST	Balance	Job Location
	40016771-001	2/06/09	BIR	OP	2250.28	CHEMICAL LIME ONEAL, CALERA
	40067093-001	2/06/09	BIR	OP	2854.58	CHEMICAL LIME ONEAL, CALERA

Total USD: 5,104.86

Bottom

F3=Exit F4=Search F11=More F13=Pmt hst F15=Sales hst F22=Aging
 Make Selection

20090604000213750 36/42 \$134.00
 Shelby Cnty Judge of Probate, AL
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052

RSC
Equipment Rental

RENTAL RETURN Page: 1
INVOICE #..... 40016771-001
INVOICE DATE... 2/06/09 * COPY *

B & C EXCAVATING
ATTN ACCTS PAYABLE
1070 COUNTY RD 128
CALERA, AL 35040
Phone #: 205-668-6468


Customer #.....	597256	Total Due
Date Out	1/16/09 1:00 PM	2250.28
Billed Thru	2/05/09 3:06 PM	
Off rent Confirmation #..	6771262 on 2/05/09 @ 3:06 PM	
PO #	ROGER	
Ordered By.....	ROGER	
Written By.....	S159MGR	
Sales Rep.....	ROBERTS, CHARLES	
Terms.....	DUE UPON RECEIPT OF INVOICE	

**PO Box 840514
Dallas, TX 75284-0514**

Return this portion with Payment

RSCrental.com • 800.222.7777

Job: 7 - B & C EXCAVATING

Qty	Description	Min	Day	Week	4 Week	Amount
1	557649 IR SD100D	370.00	370.00	1105.00	3125.00	1800.00
	R/O ROLLER-VIB SMOOTH-SD-12T 84" Ser #: 182481					
	HR OUT: 1324.00 HR IN: 1328.50 TOTAL: 4.50					
	Substituted for R/O ROLLER-VIB-SD 8T-66" Lesser rates used from R/O ROLLER VIB SMOOTH-SD-12T 84"					
	Env Fee Rates Dy/Wk/Mo: 2.00/4.00/8.00					
SALES ITEMS:						
Qty	Item Number	Description	Unit	Price		
1	ERF	ENVIRONMENTAL RECOVERY FEE	EA	15.000		15.00
	DELIVERY SERVICE					85.00
	Sub-total:					1900.00
	LDW 14%:					252.00
	State Tax: 37.68 County Tax: 28.26 City Tax: 32.34 Tax:					98.28
	Total:					2250.28
 20090604000213750 37/42 \$134.00 Shelby Cnty Judge of Probate, AL 06/04/2009 02:20:31 PM FILED/CERT						
IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE or CALL 1-800-222-7777		MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY		RBC EQUIPMENT RENTAL, INC. BILLS FOR TIME OF POSSESSION INCLUDING HOLIDAYS		CUSTOMER IS RESPONSIBLE FOR REFUELING, TIRE DAMAGE AND REPAIR
CUSTOMER IS SOLELY RESPONSIBLE FOR THE SAFE USE, MAINTENANCE AND SAFEKEEPING OF EQUIPMENT						

THIS RENTAL AND SALES AGREEMENT CONSISTS OF THIS PAGE, THE TERMS AND CONDITIONS ON THE REVERSE SIDE, AND WHERE APPLICABLE, THE LDW PROGRAM, WHICH TOGETHER CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES RELATING TO THE SALE OR RENTAL OF THE EQUIPMENT, SERVICES OR ACCESSORIES DESCRIBED ABOVE. PLEASE READ CAREFULLY THE TERMS ON BOTH THE FRONT AND BACK OF THIS PAGE. This Agreement is effective upon the earlier of Customer's signature below or delivery of the Equipment, either of which constitute Customer's acknowledgement that Customer has read and accepted the terms and conditions of this Agreement. THE EQUIPMENT IS BEING RENTED OR SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND. All Equipment is available for sale at all times, even while on rent.

DATE _____

CUSTOMER ACKNOWLEDGES RECEIPT OF SAFETY DOCUMENTS AND UNDERSTANDS ALL APPLICABLE SAFETY AND OPERATING INSTRUCTIONS.

RSC Equipment Rental 052
3235 VETERANS CIRCLE
BIRMINGHAM, AL 35235
205-655-6905 Store: BIR
Emerg #: 205-655-6905



MON-FRI 7:00a-5:00p
SAT CLOSED
SUN CLOSED

RENTAL RETURN Page: 1
INVOICE #..... 40067093-001
INVOICE DATE... 2/06/09 * COPY *

JOB	7 - B & C EXCAVATING / CHEMICAL LIME ONEAL, CALE B & C EXCAVATING CHEMICAL LIME ONEAL HWY 31 CALERA, AL 35040 Phone: 205-668-6468
	B & C EXCAVATING ATTN ACCTS PAYABLE 1070 COUNTY RD 128 CALERA, AL 35040 Phone #: 205-668-6468

Customer #.....	597256	Total Due
Date Out	1/22/09 12:00 PM	2854.58
Billed Thru	2/05/09 3:06 PM	
Off rent Confirmation #..	6771247 on 2/05/09 @ 3:06 PM	
PO #	ROGER	
Ordered By.....	ROGER	
Written By.....	S159MGR	
Sales Rep.....	ROBERTS, CHARLES	
Terms.....	DUE UPON RECEIPT OF INVOICE	

Remit Payment to:

PO Box 840514
Dallas, TX 75284-0514
Return this portion with Payment

RSCrental.com • 800.222.7777

Inv# 40067093-001 Cust# 597256

PO# ROGER

Job: 7 - B & C EXCAVATING

Qty	Description	Min	Day	Week	4 Week	Amount
1	520250 DEERE 450-LGP	433.00	433.00	1255.00	3200.00	2300.00
CRAWLER DOZER 60-74HP-LGP TRACK Ser #: T0450HX939552						
HR OUT: 1335.30 HR IN: 1383.60 TOTAL: 48.30						
Env Fee Rates Dy/Wk/Mo: 2.00/4.00/8.00						
SALES ITEMS:						
Qty	Item Number	Description	Unit	Price		
1	ERF	ENVIRONMENTAL RECOVERY FEE	EA	8.000		8.00
	DELIVERY SERVICE					100.00
Sub-total:						2408.00
LDW 14%:						322.00
State Tax: 47.70 County Tax: 35.78 City Tax: 41.10 Tax:						124.58
Total:						2854.58
20090604000213750 38/42 \$134.00						
Shelby Cnty Judge of Probate, AL						
06/04/2009 02:20:31 PM FILED/CERT						
IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE or CALL 1-800-222-7777						
MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY						
RSC EQUIPMENT RENTAL, INC. BILLS FOR TIME OF POSSESSION INCLUDING HOLIDAYS						
CUSTOMER IS RESPONSIBLE FOR REFUELING, TIRE DAMAGE AND REPAIR						
CUSTOMER IS SOLELY RESPONSIBLE FOR THE SAFE USE, MAINTENANCE AND SAFEKEEPING OF EQUIPMENT						

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CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

CUSTOMER ACKNOWLEDGES RECEIPT OF SAFETY DOCUMENTS AND UNDERSTANDS ALL APPLICABLE SAFETY AND OPERATING INSTRUCTIONS.

General Provisions

Condition of Equipment Customer acknowledges that he has examined, or had the opportunity to examine the Equipment and has received the Equipment in good physical and mechanical condition and the Equipment is of the size, design, capacity and manufacture selected by the Customer. Customer knows that the equipment is *not* in the same condition as it was when it was new and may *not* operate as safely, efficiently, or effectively as if it were new.

Delivery and Pick-Up of Equipment In no event shall RSC be liable for any damages arising out of delivery delays, including, but not limited to work stoppages, delivery or operational deficiencies or failures, breakdowns, strikes, Acts of God, unavailability of replacement equipment, or any other nature, or from any other cause, whether such delays are avoidable or not. Customer must call to release the Equipment to RSC and is responsible for the released Equipment until it is picked up.


Disclaimer of Warranty THE ONLY EXPRESS WARRANTY IS THAT OF THE MANUFACTURER, IF ANY, AND NO ORAL REPRESENTATIONS OR WARRANTIES OF ANY NATURE SHALL BE BINDING ON RSC. RSC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR USE OR PURPOSE, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE. THERE IS NO WARRANTY OR REPRESENTATION THAT THE EQUIPMENT IS FIT FOR THE CUSTOMER'S PARTICULAR USE, OR THAT IT IS FREE OF LATENT DEFECTS. CUSTOMER ACKNOWLEDGES THAT RSC IS NOT A MANUFACTURER OF THE EQUIPMENT AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES FOR BREACH OF WARRANTY AGAINST RSC, INCLUDING, BUT NOT LIMITED TO CLAIMS FOR INJURY, PROPERTY DAMAGE, PARTS, LABOR, DELAY OR BUSINESS INTERRUPTION BY CUSTOMER OR THIRD PARTIES. UNDER NO CONDITION WILL RSC BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

Customer's Indemnification Customer agrees to reimburse, indemnify, hold harmless and defend, at Customer's expense, RSC, its subsidiaries, parent company, affiliate companies, and their agents, officers, directors and employees, against all losses, liabilities, damages, injuries, penalties, including without limitation to bodily injury, death, property damage or other damage arising out of any breach of this Agreement, Customer's violation of any applicable regulations, or improper use, possession, operation, erection, dismantling, servicing, or transport involving the Equipment, Customer's contamination of the equipment by any party, strict liability or negligence claims arising out of any defect in the design, manufacture, warnings, instructions, operation, repair or failure to discover a defect, or incurred by RSC in any manner from this transaction, including claims of or liabilities to third parties. Customer agrees to present a claim to his insurance carrier for all such expenses and in the event Customer has no insurance to cover such losses, Customer agrees to pay RSC for such losses.

Applicable Laws Customer is responsible for complying with all applicable laws with regards to the Equipment.

Payment/Interest/Default/Liens Unless otherwise specified herein, the entire price stated on the front of this agreement is due in full net due upon receipt of invoice and if such amount is not paid within thirty (30) days, Customer agrees to pay interest from the date hereof at the lesser of eighteen percent (18%) per annum, or the maximum amount permitted by law, whichever is less, on all amounts not paid within thirty (30) days, plus costs and lawyer's fees and all expenses of collection and repossession of the Equipment. Upon Customer's default on any payment, RSC may repossess the Equipment without notice to Customer. All charges are subject to final RSC audit and late payment charges of the maximum allowed by law. RSC shall be entitled to a lien for all charges incurred herein against the Customer's premises upon which the Equipment is being employed.

Risk of Loss Placement of the Equipment at Customer's specified delivery location constitutes transfer of all risk of loss to Customer for all damages in transit or otherwise. Customer is solely responsible for an agrees to pay RSC the full replacement value for replacing and/or repairing damage to the Equipment from any cause whatsoever, and further agrees to pay RSC all expenses for loss


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of use, claim administration fees, diminishment in value, towing, storage, or impound fees, and costs incurred by RSC to recover the Equipment and establish damages, regardless of fault or negligence of the Customer or any person, and regardless if damages are the result of an Act of God. Customer's payment to RSC shall be made promptly upon the Customer's receipt of RSC's Invoice therefor. Use of the Equipment by persons other than the Customer or Authorized Operators will be at the sole risk of the Customer.

Sales Transactions

Title RSC will transfer title to the Equipment to Customer, free of any encumbrances, upon Customer's payment in full for the entire price for the Equipment, plus any costs, interest, or other charges due and, until such time, RSC retains title to and reserves a security interest in the Equipment (and all proceeds thereof) and Customer will insure the Equipment to its full replacement value against any and all loss or damage. Customer represents and warrants to RSC that, except as provided herein, it is not a party to any agreement which will result in, nor will it allow, a lien or security interest in or upon the Equipment until such time as all obligations owing to RSC are satisfied in full.

New Equipment Customer hereby acknowledges receipt of manuals, warranties, limits, restrictions, and specifications of the manufacturer of the Equipment.

Used Equipment All Used Equipment is sold "As Is." All used equipment to be sold is in a USED CONDITION. As a result of its prior use, Customer understands that the used equipment is *not* in the same condition as it was when it was new and may *not* operate as safely, efficiently, or effectively as if were new. The term "As Is" means that Customer receives and accepts the Used Equipment in its current Used condition, with all faults, without representation or warranty, express or implied as to its condition.

Rental Transactions

Ownership and Operation of Equipment Customer acknowledges that the Equipment is the property of RSC. Customer agrees that only the following persons ("authorized Operators") may use or operate the Equipment and must do so with Customer's permission: Customer, Customer's authorized agent, representative, employer, employees, or fellow employees acting in the course and scope of employment. Customer must ensure that all Authorized Operators must be at least the age of majority by law, must be properly trained and qualified to operate the Equipment and have a valid operator's license to operate the Equipment and be in compliance with the law. Any person reasonably presumed to be operating the Equipment at the direction of, at the behest of, or under the authority of the Customer, shall be conclusively presumed to be an authorized agent of the Customer, and such operation therefore binds the Customer under this Agreement. Customer is prohibited from subletting, loaning, assigning, altering or disposing of the Equipment. Customer represents and warrants to RSC that any person operating the Equipment has been fully trained and qualified in the proper and safe use thereof.

Rental and Refueling Charges General: Customer assumes full responsibility for any damage to, destruction, or loss of property transported by or in the rented Equipment. Use of the Equipment must be: (a) only at the Customer's designated job site, unless otherwise agreed in writing by RSC; (b) outside of any contaminated area or exposure – the use around and/or with any hazardous materials, substances and/or toxins is strictly prohibited; and (c) only in accordance with manufacturer's rated capacity and operating instructions. ON the return date specified, or sooner upon RSC's demand, Customer must return the Equipment to the branch office, in the same good clean condition as received, ordinary wear and tear accepted, and confirm RSC's return receipt of the Equipment in such good clean condition, or be responsible for payment of all Equipment repair and clean-up expenses.

Maintenance: Customer shall perform and pay for all maintenance required to keep the Equipment in good working order and in compliance with all normal, basic and periodic maintenance specifications set forth in the manuals for this Equipment. Customer shall record and supply RSC with fuel receipts and state by state mileage records upon termination of this Agreement. ON failure to supply such records, Customer agrees to pay a \$.05 per unrecorded mile charge as additional rent. Preliminary Notices: Customer shall provide RSC with correct information necessary to file a Preliminary Notice according to state statutes and hereby grants RSC permission to contact all persons and entities necessary to obtain such information.

Events of Default Customer shall be in default on this Agreement: if Customer fails to pay any rent when due; if Customer breaches any of the terms of this Agreement; if Customer becomes insolvent, ceases doing business, or if a petition for bankruptcy is filed by or against Customer; or if Customer is in default of any other Agreement with RSC. In addition, Customer is in default of this Agreement if the Equipment is used: (a) to carry persons for hire; (b) to carry unauthorized persons and/or to carry persons other than in the cab of the Equipment; (c) to carry property for hire, unless Customer obtains all necessary permits and licenses; (d) to transport any explosives or hazardous materials; (e) in any race, test, contest, or for any illegal purpose; (f) by any person under the age of majority, or by anyone who has given a fictitious name or false age or address; (g) by any person, if there is reasonable evidence they were under the influence of narcotic, intoxicants or drugs; (h) outside the state of rental without the written permission of RSC; (I) under authority of license other than Customer's own and Customer warrants that the licenses shown to RSC at the time of rental, if applicable, are fully valid, (j) in a reckless or imprudent manner of if the Equipment is deliberately damage; (k) if Customer misrepresents facts to RSC pertaining to the use or operation of the Equipment; or (l) Equipment is used in/around/with or becomes contaminated by hazardous substances, materials and/or toxins.

Remedies of RSC In the event of Customer's default as specified herein, Customer hereby waives notice of legal process and right to hearing and agrees that RSC may peaceably enter the Customer's premises to render the Equipment inoperable and/or remove the Equipment without process of law or liability to RSC. In such case, RSC may terminate the Agreement without notice to Customer and without prejudice to any other claims RSC might have against Customer and Customer shall remain liable for any loss or damage to the Equipment notwithstanding such termination. In such event, Customer agrees to pay RSC all monies due for the remainder of the rental term as liquidated damages and not as a penalty. RSC shall have the right to take any steps it deems necessary to recover the Equipment if it is not returned on the date specified or if this Agreement is otherwise terminated. RSC's remedies provided herein are not exclusive, but shall be cumulative to all other remedies existing at law and in equity.

EZ Assurance If Customer does not provide proof of insurance as required below, customer will be charged an EZ Assurance ("EZA") plan charge as established by RSC. Customer agrees and understand that the EZA is not insurance. Customer is fully responsible for the loss of or damage to the Equipment subject tot he terms and conditions of the EZA plan. If Customer purchases the EZA plan, customer's responsibility for loss or damage to the Equipment will be limited to twenty-five (25%) percent of the replacement cost of the Equipment, subject to the exceptions set forth in the EZA plan, which is incorporated herein by reference. Additional copies of the EZA plan can be found at rentalservice.com/businessmadeEZ/ldw.asp or at any RSC location. Notwithstanding the foregoing, in the event of any default by Customer under this Agreement, the EZA protection will be voice, and Customer will be liable for the full replacement value related expenses for all loss or damage to Equipment.

Customer Insurance Obligation Physical Damage to Equipment: All Customers must provide to RSC, at the time the Equipment is rented, a certificate of insurance naming RSC as a loss payee and/or additional insured on said certificate evidencing coverage for physical damage to the Equipment. Such physical damage insurance covering the Equipment may not be canceled or materially modified except upon twenty (20) days prior written notice to RSC at the branch office identified in this Agreement. IN the event of Customer's failure to provide said certificate of insurance at the time the Equipment is rented, Customer will be charged the EZ Assurance fee as set forth in this Agreement. Bodily Injury/Property Damage; Responsibility To Third Parties: In addition to the foregoing physical damage insurance for the Equipment, Customer will, at Customer's expense, at all times during the term of this Agreement, maintain in force a commercial general liability insurance policy covering bodily injury/property damage liability on the Equipment in an amount not less than one million dollars (\$1,000,000) combined single limit. Such third party liability coverage shall be primary, and not excess or on a contributory basis, and shall provide coverage for liability for injuries and/or damages sustained by any person or persons, agents or employees of Customer, and Customer's indemnity obligations herein. Customer agrees to abide by all of the terms and conditions of said insurance. IN the event of a loss, Customer, its agents and employees will cooperate fully with RSC and Customer's insurer in the investigation, prosecution and/or defense of any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. RSC does

not waive any claims or rights hereunder. The aforesaid Customer insurance obligations in no way limits Customer's ultimate liability hereunder. RSC does not provide, extend, or afford any insurance coverage to Customer, any passenger, or any Authorized Operator of the Equipment under this Agreement. If there is other valid and collectible liability protection of insurance on any basis available to Customer or any other person, and such protection or insurance satisfies the financial responsibility laws, then no liability protection is afforded by RSC. However, if Customer is in compliance with the terms and conditions of this Agreement, and if RSC is determined by law to provide liability protection to any Customer or Authorized Operator, such liability protection shall be limited to the minimum financial responsibility is expressly limited to only those applicable provision of the financial responsibility laws of the province in which the Equipment is operated if any such laws are applicable to the operation of the Equipment. RSC's financial responsibility is expressly limited to only those applicable provisions of the financial responsibility laws of the state in which the Equipment is operated if any such laws are applicable to the operation of the Equipment. RSC's financial responsibility, unless law requires, does not extend to (a) injuries to the Customer, driver, or passenger while riding in, alighting from, entering or on the Equipment; (b) liability imposed upon or assumed by anyone under any worker's compensation act, plan or contract; (c) any property owned by or rented by or in the care, custody, or control of the Customer. Power of Attorney: Customer hereby grants and appoints to RSC a Limited Power of Attorney to present insurance claims for property damage to Customer's insurance carrier if the Equipment is damaged during the term of this rental Agreement and to endorse Customer's name on insurance payments for charges or damages.

Notice of Damage, Loss or Accident Accidents, loss, theft, damage or failure of the Equipment must be reported immediately to RSC by telephone and within 24 hours thereafter in writing to the office where the Equipment was rented and to the public authorities (where required by law or by RSC). Customer and/or its agents, employees and Authorized Operator must provide RSC and the public authorities with complete information and assistance in the investigation and prosecution of any matter arising from such accident, loss, theft or damage, including the immediate delivery of every process, pleading or paper relating to any claims, suits and proceedings and shall cooperate with RSC in all manners connected with any claims or suits.

Assignment RSC may grant a security interest in or assign this Agreement to any third party for value. Customer acknowledges and agrees that such third party may exercise all the rights under this Agreement and will not be subject to any abatement, reduction, recoupment, defense, setoff or counterclaim available to Customer.