

LSJ CONSTRUCTION
Subcontractor Payout

Project: Mechanical Desal #1010
Trade: Rebar

March 19, 2010

Requisition #01

Subcontractor **Gerdau Ameristeel**

Insurance expiration: January 1, 1900

Invoice #	Requisition #01
Phase #	03-210

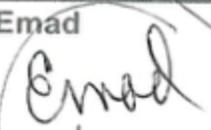
Partial	Final
X	

Original Contract Sum:		\$69,400.00
Change Orders Submitted & Approved:		■■■■
New Change Orders:		■■■■
Total Work Contracted to Date:		\$69,400.00
Total Work Completed to Date:	20%	\$13,635.61
Less Retainage:		■■■■
Total Payments Made to Date:		■■■■
Total Current Payment Due:		\$13,635.61 ✓
Balance to Finish including Retainage:		\$55,764.39

Sales Tax Liability:

- a. Subcontractor/Supplier is liable, explain **install only / tax included in contract**
- b. Non-resident Subcontractor/Supplier Bond Applicable:
- c. Use Tax to be paid by our company:
- d. Shipping **None**

Total Outlays for this contract incl. Sales or Use Tax: \$13,635.61

JEE approval attached		Invoice Attached	
YES	NO	YES	NO
	X	X	
Submitted Bill Signed: 		Approved by: Gary Signed:	
Date: March 19, 2010		Date: March 19, 2010	
Approved by: Emad Signed: 		Approved by:	
Date: 3/22/10		Signed:	
		Date:	

LSJ
 6100 RED HOOK QTRS B3
 LITTLE ST JAMES ISLAND - USVI
 ST THOMAS OP 00802

LSJ
 JOB: LITTLE ST JAMES ISLAND
 6100 RED HOOK QTRS B3
 SAINT THOMAS OP 00802

PROJ MECHANICAL BLDG. USVI

INVOICE NO.	INVOICE DATE
2112186059	03/19/2010
BOL NO.	BOL DATE
2312-110471	03/26/2010
SHIPPING LOCATION	
FT. LAUDERDALE REINFORCING STEEL	
CARRIER	
AMERISTEEL	
F.O.B.	
JOB SITE	

CUSTOMER NO.	JOB NO.	CUSTOMER NO.	TERMS	TAX CODE	STATE	COUNTY	CITY	SALES MAN
60700981	2112-2375		CASH	NOT TAXABLE	N			PRM
QTY	PRODUCT	DESCRIPTION						
	BLBAD	REINFORCING STEEL PER RELEASE 0004 CONTROL CODE BAD, DRAWING NUMBER RF03RF04 MAT'L FOR WALL ELEV W1 W2 & COL C1						
	BLBAF	REINFORCING STEEL PER RELEASE 0006 CONTROL CODE BAF, DRAWING NUMBER RF05RF06 MAT'L FOR MASSONRY WALL						
	BLBAG	REINFORCING STEEL PER RELEASE 0007 CONTROL CODE BAG, DRAWING NUMBER RF01RF02 MAT'L FOR FOUNDATION PLAN & DWLS.						
	COMMENT	***MATERIAL MADE IN THE USA***						
							*** Lump Sum Billing ***	13,635.61
							Sub Total	13,635.61
							Sales Tax	.00
							USD Total	13,635.61
<small>RECEIVED. Subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if in its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any portion of said route to destination and as to each party at any time interested in or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.</small>				RECEIVED		<small>NOTE: To obtain allowance for shortage or damage, customer must advise shipper within 5 days of receipt of material. Customer has absolutely no permission to re-embargo material which will result in a back charge to shipper without written consent of shipper.</small>		
<small>Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.</small>								

2112-186059

WIRE TRANSFERS

BANK OF AMERICA OF TEXAS, N.A.

[REDACTED]

ABA No: 026009593

SWIFT CODE: BOFAUS3N

Acct No.: [REDACTED]

Beneficiary: Gerdau Ameristeel [REDACTED]

[REDACTED]

Please fax or e-mail remittance detail to:

[REDACTED]

EMAD —

OUR ACCOUNT # w/ AMERISTEEL IS [REDACTED]

PLEASE HAVE THE BANK USE THIS REFERENCE.

Executive Office

[REDACTED]

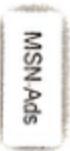
Technologies

- » Outlook with Business Contact Manager
- » Microsoft Exchange Server
- » Duet for Microsoft Office and SAP

Synchronization of contacts between Microsoft Office Outlook 2007 and your Apple iPhone or iPod touch requires Apple iTunes. You can configure which items are synchronized during a one-time set up process.

After the initial setup, each time that you connect your iPhone or iPod touch to your computer, the changes made on your computer or device are synchronized.

advertisement



Support and Feedback

- » Product Support
- » Send Us Your Comments

1. Connect your iPhone or iPod touch to your computer using the cable provided with your device or by placing the iPhone or iPod touch in the Apple Universal Dock.

iTunes opens automatically when connected to your computer.

Technical Resources

- » Developer Center
 - » Office Resource Kit
- Additional Resources**
- » Office Marketplace
 - » Discussion Groups
 - » Outlook Solutions
 - » Outlook MVPs

2. In iTunes, in the source list, under **Devices**, click the entry for your iPhone or iPod touch.
3. Click the **Info** tab.
4. Under **Contacts**, click **Sync contacts from**, and then click **Outlook**.
5. Do one of the following:
 - To synchronize all contacts, click **All contacts**.
 - To limit the contacts that are synchronized, click **Selected groups**, and then click the groups you want to synchronize.

NOTE To select multiple groups, press CTRL as you click each group name.

6. Click **Apply**.

NOTE If you are using a Microsoft Exchange Server account and have more than 500 contacts, all contacts might not synchronize unless you use **Cached Exchange Mode**. To turn on **Cached Exchange Mode**, see **Turn on or off Cached Exchange Mode**.

Outlook synchronization support for iPhone, iPod touch, and iTunes is provided by Apple support.

From: William Rowles [redacted]
Sent: Friday, March 19, 2010 2:07 PM
To: Emad Hanna
Subject: Fw: Rebar Payment

William Rowles

6100 Red Hook Quarter B3
St. Thomas, VI 00802

[redacted]
[redacted]
[redacted]@ [redacted]

ü Please consider the environment before printing this email.

----- Forwarded Message -----

From: Gary Kerney <[redacted]>
To: William Rowles <[w_rowles@\[redacted\]](mailto:w_rowles@[redacted])>
Sent: Fri, March 19, 2010 1:57:12 PM
Subject: Re: Rebar Payment

Approved. Gary.

Sent from my iPhone

On Mar 19, 2010, at 1:27 PM, "William Rowles" <[w_rowles@\[redacted\]](mailto:w_rowles@[redacted])> wrote:

> Gary -
>
> Please forward your approval to Emad.
>
> Thanks
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>

> William Rowles

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> 6100 Red Hook Quarter B3

> St. Thomas, VI 00802

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> <Gerdau Payout #1.pdf>



- QUOTATION -

Quotation No: 09TP1032	Page 1 of 3	December 29, 2009
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To: LSJ CONSTR. [REDACTED] [REDACTED] E-mail: [REDACTED]	Subject: Mechanical Bldg. Loc.: Riviera Bch. Arch/Engr: Maguire Group Plans: See Below Spec.: None Addenda: None
Attn: WM. ROWLES	

SUBJECT TO THE TERMS AND CONDITIONS HEREIN AND THOSE PRINTED UNDER "TERMS AND CONDITIONS OF SALE," which are hereby referred to and made a part of this quotation, GERDAU AMERISTEEL US INC. (the Seller) proposes to furnish :

The necessary domestic reinforcing steel meeting the requirements of ASTM A615 grade 60 / A615M-96a Grade 420 (latest revision) steel cut, bent bundled and tagged,, in accordance with plans and specifications as listed below, and the CRSI Manual of Standard Practice (latest revision), delivered in minimum 40,000# truckload quantities to the nearest accessible point, unloading not included, including bar supports per the CRSI Manual of Standard Practice all for the lump sum of:

Base Bid - Bid Total (Grid Lines 1-7 Only): Approximately 98 tons plain rebar for \$69,400.00 plus applicable taxes at time of shipment.

Including:

1. Approx. 1 ton(s) of Masonry

The fabricated reinforcing steel price is firm for shipments until September 30, 2010. On October 01, 2010 the price on all shipments will be escalated at a rate of \$30.00 per ton and an additional \$30.00 per ton each three months thereafter until project completion, but no later than September 30, 2011. On October 01, 2011 prices

- QUOTATION -

Quotation No: 09TP1032	Page 2 of 3	December 29, 2009
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- 14. Reinforcement for Precast/Prestressed Concrete items.
- 15. Electrical Duct Encasements & Mechanical Pipe Encasements.
- 16. Placing Plan Supervision, Review and/or Signed and Sealed by Registered PE.
- 17. Phase I (Grid Lines 11' - 14')

Plan List:

DRAWINGS: SET 1 **DATED:** 11/12/2009
 S100, S101, S102, S103, S104, S105, S106, S107, S108, S109, S110, S111, S112, S113 ALL DATED NOV 12, 2009.

ALL STATE, COUNTY, AND LOCAL SALES TAXES EXCLUDED
TERMS: BANK CHECK OR WIRE TRANSFER IN ADVANCE OF DELIVERY

This quotation is offered for acceptance within 30 days, after which it is subject to change. This quotation shall become a Contract of Sale when accepted by the buyer and countersigned by the seller below within 30 days of quotation date.

ACCEPTED BY BUYER

GERDAU AMERISTEEL US INC.

This _____ day of _____ 20____
 Buyer's name _____
 By _____
 Name/Title _____

_____ Date 12/29/09
 Name/Title Paul R. Morin, Division Manager

 e-mail _____
 Approved this _____ day of _____ 20____
 By: _____
 Name/Title Paul R. Morin, Division Manager

TERMS AND CONDITIONS OF SALE

Version 2: 11.20.2008

1. AGREEMENT ACCEPTANCE; CONTRACT OF SALE

(a) WHEN GERDAU AMERISTEEL US INC. ("SELLER") ACCEPTS THE BUYER'S ACCEPTANCE OF THE SELLER'S QUOTATION, OFFER TO SELL OR PROPOSAL (THE "OFFER") AS PROVIDED IN SECTION 1(C) BELOW, THESE TERMS AND CONDITIONS OF SALE (THE "TERMS AND CONDITIONS"), TOGETHER WITH THE OFFER, AND BUYER'S ACKNOWLEDGEMENT AND/OR ACCEPTANCE OF ORDER INTO WHICH THESE TERMS AND CONDITIONS ARE INCORPORATED, SHALL COLLECTIVELY CONSTITUTE A CONTRACT FOR THE SALE (THE "CONTRACT OF SALE") OF THE SPECIFIC PRODUCTS DESCRIBED THEREIN (THE "PRODUCTS") BETWEEN SELLER AND THE BUYER THEREOF ("BUYER"). BUYER MAY ACCEPT THE OFFER INTO WHICH THESE TERMS AND CONDITIONS ARE INCORPORATED ONLY WITHIN TEN (10) DAYS FROM THE DATE THEREOF.

(b) ALL QUOTATIONS, OFFERS TO SELL, PROPOSALS, ACKNOWLEDGEMENTS AND ACCEPTANCES OF ORDERS BY SELLER ARE SUBJECT TO THESE TERMS AND CONDITIONS, AND ACCEPTANCE BY BUYER IS EXPRESSLY LIMITED TO THESE TERMS AND CONDITIONS. UNLESS SPECIFICALLY AGREED TO IN WRITING BY SELLER AS PROVIDED HEREIN, SELLER HEREBY EXPRESSLY REJECTS ANY TERM OR CONDITION THAT ADDS TO, MODIFIES OR CONFLICTS WITH THESE TERMS AND CONDITIONS. IN ABSENCE OF WRITTEN ACCEPTANCE OR OTHER WRITTEN CONFIRMATION OF THESE TERMS AND CONDITIONS, BUYER'S ACCEPTANCE OF THE PRODUCTS DESCRIBED HEREIN SHALL BE DEEMED AN ACCEPTANCE OF THESE TERMS AND CONDITIONS AND A BINDING AGREEMENT SHALL BE FORMED ONLY UPON THE TERMS AND CONDITIONS SET FORTH HEREIN.

(c) EACH CONTRACT OF SALE BETWEEN SELLER AND BUYER SHALL BECOME BINDING, SUBJECT TO CREDIT APPROVAL OF BUYER BY SELLER AND SUBJECT TO SECTION 2(A) BELOW, ONLY UPON THE SIGNATURE OR RATIFICATION OF THIS OFFER BY AN AUTHORIZED REPRESENTATIVE OF SELLER ("SELLER'S ACCEPTANCE"). IF REQUIRED IN CONNECTION WITH A SALE, APPROVAL OF THIS CONTRACT OF SALE BY SELLER WILL BE PENDING RECEIPT OF ANY LETTERS OF CREDIT, IMPORT AND EXPORT PERMITS, OR LICENSES.

2. SPECIFICATIONS

(a) REINFORCING STEEL AND ITS RELATED PRODUCTS WILL BE FURNISHED IN ACCORDANCE WITH THE CONDITIONS OF THE MANUALS OF STANDARD PRACTICE OF THE CONCRETE REINFORCING STEEL INSTITUTE AND THE AMERICAN CONCRETE INSTITUTE, EACH AS REVISED TO THE DATE OF THE OFFER.

(b) UPON SELLER'S ACCEPTANCE, BUYER SHALL PROMPTLY FURNISH TO SELLER ALL INFORMATION NECESSARY FOR SELLER TO PREPARE REINFORCING STEEL PLACING DRAWINGS AND BAR LISTS. ALL DRAWINGS SUBMITTED BY SELLER TO BUYER FOR APPROVAL SHALL BE PROMPTLY RETURNED BY BUYER EITHER MARKED APPROVED OR MARKED APPROVED AS CORRECTED TO SELLER (IN WHICH EVENT THE CORRECTIONS MUST BE ACCEPTABLE TO SELLER). IN THE EVENT OF ANY DELAY IN ANY OF THESE STEPS, THE COMPLETION TIME SHALL BE EXTENDED AS SELLER'S CIRCUMSTANCES REQUIRE.

3. SHIPMENT AND DELIVER, ETC.

(a) SALES ARE F.O.B. JOBSITE (FOR THESE PURPOSES, JOBSITE SHALL MEAN AT THE NEAREST ACCESSIBLE ROAD OR STREET IN SUCH A STATE OF CONDITION OR REPAIR AS NOT TO INJURE OR CAUSE UNDUE HAZARD TO THE SELLER'S PERSONNEL, TRUCKS OPERATING UNDER THEIR OWN POWER). BUYER SHALL BE RESPONSIBLE FOR UNLOADING OF TRUCK WITHIN TWO HOURS IN ORDER TO AVOID TRUCK'S DELAY.

(b) SHIPMENT DATES ARE APPROXIMATE AND BASED UPON A MUTUALLY AGREED UPON SCHEDULE. SELLER SHALL MAKE REASONABLE EFFORTS TO MEET SHIPMENT DATES, AND SHIPMENT WITHIN A REASONABLE TIME THEREOF SHALL CONSTITUTE COMPLIANCE WITH THIS CONTRACT OF SALE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSES RESULTING FROM DELAY IN DELIVERY. DELAY IN DELIVERY SHALL NOT CONSTITUTE GROUNDS FOR CANCELLATION OF THIS CONTRACT FOR SALE. SELLER RESERVES THE RIGHT TO SELECT THE MODE OF SHIPMENT AND CARRIER. IF SHIPMENT IS HELD FOR THE BUYER'S CONVENIENCE, SELLER MAY BILL THE PRODUCTS AS IF SHIPPED ON THE ORIGINALLY SPECIFIED DATE AND BUYER SHALL PAY ANY ADDED COSTS.

(c) SELLER MUST BE NOTIFIED WITHIN FIVE (5) DAYS OF RECEIPT OF THE PRODUCTS OF ANY CLAIMS FOR SHORTAGES, ERRORS IN SHIPMENT OR ERRORS IN CHARGES. FAILURE TO GIVE SUCH NOTICE SHALL CONSTITUTE UNQUALIFIED ACCEPTANCE AND A WAIVER OF ALL SUCH CLAIMS BY THE BUYER. ALL SALES ARE FINAL AND NO RETURN OF GOODS WILL BE ALLOWED, EXCEPT AS PROVIDED IN SECTION 5 HEREOF, AND WITH WRITTEN PERMISSION AND SHIPPING INSTRUCTIONS BY SELLER. BUYER SHALL BE LIABLE TO SELLER FOR ANY STORAGE OR DEMURRAGE CHARGES AND ANY EXTRA CARTAGE AND HANDLING CHARGES CAUSED BY BUYER'S FAILURE OR REFUSAL TO ACCEPT DELIVERY OF THE PRODUCTS OR FAILURE TO UNLOAD THE PRODUCTS FROM THE DELIVERY TRUCK WITHIN TWO HOURS OF ARRIVAL.

4. PAYMENT AND TAXES

(a) UNLESS OTHERWISE EXPRESSLY STATED, ALL PAYMENTS ARE NET AND DUE AND PAYABLE IN U.S. FUNDS WITHIN THIRTY (30) DAYS FROM THE DATE OF INVOICE. A MONTHLY CARRYING CHARGE IN AN AMOUNT EQUAL TO THE UNPAID ACCOUNT BALANCE DUE SELLER MULTIPLIED BY 1% OR THE APPLICABLE LEGAL MAXIMUM RATE OF INTEREST SHALL BE ADDED TO THE PAST DUE PRINCIPAL BALANCE OF ANY ACCOUNT.

(b) QUOTED PRICES ARE EXCLUSIVE OF ANY APPLICABLE TAXES AND BUYER AGREES TO PAY SUCH TAXES (OTHER THAN SELLER'S INCOME TAXES).

5. WARRANTY AND EXCLUSIVE REMEDY

(a) SELLER WARRANTS THAT IT IS THE OWNER OF GOOD AND CLEAR TITLE TO THE PRODUCTS FURNISHED HEREUNDER AND THAT THE PRODUCTS, AT THE TIME SUCH PRODUCTS ARE DELIVERED HEREUNDER, WILL CONFORM TO APPLICABLE AMERICAN SOCIETY OF TESTING AND MATERIALS (ASTM) STANDARDS AND THE SPECIFICATIONS SET FORTH HEREIN FOR A PERIOD OF ONE YEAR FROM THE DATE SUCH PRODUCTS ARE SHIPPED. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, COVERING THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF PARTICULAR PURPOSE AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.

(b) BUYER'S SOLE REMEDY AND SELLER'S SOLE OBLIGATION UNDER THIS WARRANTY AND UNDER THIS CONTRACT OF SALE ARE EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT, AT SELLER'S OPTION, OF ANY PRODUCTS DETERMINED BY SELLER TO BE EFFECTIVE UNDER THE TERMS OF THIS WARRANTY IN ACCORDANCE WITH THE REINFORCING STEEL PLACEMENT PLANS, SHALL EXTEND ONLY TO SELLER'S PRO-RATA PORTION OF ANY REPAIR OR REPLACEMENT REQUIRED, AND DO NOT EXTEND TO ANY DAMAGES ARISING FROM ANY ALLEGED ACT OR OMISSION OF SELLER, BEYOND THE INVOICED PRICE.

6. LIMITATION OF LIABILITY

(a) THE SELLER SHALL NOT BE RESPONSIBLE FOR THE CORRECTNESS, ADEQUACY OR CONSISTENCY OF ANY INFORMATION FURNISHED BY OTHERS, INCLUDING BUT NOT LIMITED TO CONTRACT PLANS AND SPECIFICATIONS, STRUCTURAL DESIGN OR DETAILS, PLACING PLANS, BILLS OF MATERIAL, BAR LISTS OR BENDING DETAILS.

(b) IN ANY ACTION ARISING OUT OF THIS CONTRACT FOR SALE (OR ANY WARRANTY HEREUNDER), SELLER'S LIABILITY SHALL BE LIMITED TO SELLER'S PRO-RATA PORTION OF THE ACTUAL, REASONABLE COST OF REPLACEMENT OF PRODUCTS ON THE TERMS DESCRIBED HEREIN. SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES LIQUIDATED DAMAGES OR PENALTIES OF ANY KIND.

(c) NO PAYMENT SHALL BE WITHHELD BY BUYER PENDING ADJUSTMENT OF LIABILITY OR ANY CLAIM.

(d) IN NO EVENT SHALL SELLER BE LIABLE FOR DELAYS IN PERFORMANCE OR NONPERFORMANCE HEREUNDER CAUSED BY AN EVENT OR EVENTS BEYOND THE CONTROL OF SELLER, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, FIRE, EARTHQUAKE, FLOOD, RAINSTORM, DIFFERENCES WITH WORKMEN OR EMPLOYEES, RIOTS, THEFTS, ACCIDENTS, ACTS OR REGULATIONS OF GOVERNMENT, DELAYS, LOSSES OR DAMAGES IN TRANSPORTATION, SHORTAGES OF CARS, FUEL, LABOR OR MATERIAL, DELAYS OF OTHER COMPANIES OR CONTRACTORS, OR ANY OTHER CONTINGENCIES BEYOND SELLER'S CONTROL WHETHER OCCURRING AT THE PRODUCING MILLS, SELLER'S WORKS, IN ROUTE TO THE PLANT AND/OR JOBSITE, OR AT THE JOBSITE, OR ANY OTHER CAUSES WHATSOEVER WHETHER SIMILAR OR DISSIMILAR TO THOSE ENUMERATED ABOVE. IF ANY OF SUCH CIRCUMSTANCES AFFECT ONLY A PART OF SELLER'S CAPACITY TO PERFORM, SELLER SHALL HAVE THE RIGHT TO ALLOCATE PRODUCTION AND SHIPMENTS AMONG ALL OF ITS CUSTOMERS AND ITS OWN REQUIREMENTS IN A FAIR AND REASONABLE MANNER.

7. FINANCIAL RESPONSIBILITY AND TERMINATION

(a) BUYER SHALL EXECUTE ALL DOCUMENTS REQUIRED BY SELLER TO ESTABLISH FINANCIAL CREDENTIALS. REASONABLE DOUBT AS TO BUYER'S FINANCIAL RESPONSIBILITY, INCLUDING THE FAILURE TO MAKE ANY PAYMENT DUE HEREUNDER, SHALL ENTITLE SELLER TO SUSPEND CREDIT AND REQUIRE IMMEDIATE PAYMENT OF THE CONTRACT OF SALE PRICE, TO SUSPEND PERFORMANCE OF OR TERMINATE THIS CONTRACT OF SALE, TO DECLINE SHIPMENT, TO STOP THE PRODUCTS IN TRANSIT, OR TO DEFER FURTHER SHIPMENT, WITHOUT LIABILITY TO SELLER, UNTIL THE BUYER SHALL HAVE SATISFIED SELLER OF ITS CONTINUING FINANCIAL RESPONSIBILITY. SUCH ACTION BY SELLER SHALL NOT AFFECT BUYER'S OBLIGATIONS HEREUNDER.

(b) IN THE EVENT OF BUYER'S BANKRUPTCY OR INSOLVENCY OR IF BUYER BREACHES ANY OF ITS OBLIGATIONS HEREUNDER, SELLER SHALL BE ENTITLED TO TERMINATE THIS CONTRACT OF SALE AND RECEIVE REIMBURSEMENT FOR ALL PRODUCTS DELIVERED, ALL WORK IN PROGRESS AND ALL REINFORCING STEEL PLACING PLANS AND BAR LISTS; PROVIDED, HOWEVER, THAT SELLER SHALL RETAIN TITLE TO ALL REINFORCING STEEL PLACING DRAWINGS AND BAR LISTS UNTIL ALL PRODUCTS HAVE BEEN DELIVERED AND SELLER HAS BEEN PAID IN FULL.

8. REMEDIES OF SELLER

SELLER RETAINS ALL RIGHTS UNDER APPLICABLE LAW IN ADDITION TO THOSE EXPRESSLY PROVIDED FOR HEREIN. IF SELLER IS REQUIRED TO RETAIN ATTORNEYS OR ENGAGE IN ANY LEGAL PROCEEDINGS TO ENFORCE ITS RIGHTS HEREUNDER, BUYER WILL PAY SELLER'S REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES INCURRED IN CONNECTION WITH SUCH ENFORCEMENT.

9. GENERAL

(a) THIS CONTRACT OF SALE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER, AND SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS, ORAL OR WRITTEN, WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND MAY BE AMENDED ONLY BY WRITTEN AGREEMENT, EXECUTED BY BUYER AND AN AUTHORIZED REPRESENTATIVE OF SELLER. NO AMENDMENT, MODIFICATION OR WAIVER HEREOF WILL BE BINDING ON SELLER UNLESS MADE IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF SELLER. FAILURE OF SELLER TO ENFORCE ANY CONDITIONS OF THIS CONTRACT OF SALE OR TO EXERCISE ANY RIGHT ACCRUING THROUGH THE DEFAULT OF BUYER HEREUNDER SHALL NOT AFFECT OR IMPAIR THE SELLER'S RIGHTS IN CASE SUCH DEFAULT CONTINUES OR IN CASE OF ANY SUBSEQUENT DEFAULT OF BUYER. SECTION HEADINGS ARE FOR CONVENIENCE ONLY AND FORM NO PART OF THIS CONTRACT OF SALE. NEITHER BUYER NOR SELLER MAY ASSIGN THIS CONTRACT OF SALE OR THE RIGHTS OR OBLIGATIONS HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY, WHICH SHALL NOT BE UNREASONABLY WITHHELD. SELLER MAY SUBCONTRACT FOR THE MANUFACTURE OF THE PRODUCTS OR ANY COMPONENT THEREOF AS IT DEEMS PRUDENT.

(b) THIS CONTRACT OF SALE SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO THE CHOICE-OF-LAW RULES THEREOF. JURISDICTION AND VENUE IN ANY ACTION BROUGHT PURSUANT TO THIS CONTRACT OF SALE SHALL PROPERLY LIE IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA IN AND FOR HILLSBOROUGH COUNTY OR IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION. SUCH JURISDICTION AND VENUE ARE MERELY PERMISSIVE; JURISDICTION AND VENUE SHALL ALSO CONTINUE TO LIE IN ANY COURT WHERE JURISDICTION AND VENUE WOULD OTHERWISE BE PROPER. THE PARTIES AGREE THAT THEY WILL NOT OBJECT THAT ANY ACTION COMMENCED IN THE FOREGOING JURISDICTIONS IS COMMENCED IN A FORUM NON-CONVENIENS.



Tampa Reinforcing Steel

2100 Joe McIntosh Rd * Plant City * FL 33565 Phone 813 752-7550 Fax 813 752-2397

Purchase Order

LSJ, LLC Construction
6100 Red Hook Quarter, Suite B3
St. Thomas, VI 00802



Vendor: Gerdau Ameristeel [REDACTED]	Purchase Order No: 05
Fax No.: 1-813-752-2397	Order Date: 13 January 2010
Tel No.: 1-813-752-7550	Contract Number:
Vendor No.:	Project Number: 1010
Architect or Engineer: The Maguire Group	Project Name: Little St. James Mechanical Building Desal
Shipping Address: Alvin White / LSJ % Tropical Shipping Attn: TL Dock - PK2 Yard [REDACTED]	Billing / Invoice Address: Alvin White Little St. James Island 6100 Red Hook Qtr B3 St. Thomas, VI 00802
Shipping Instructions: FOB above address, Riviera Beach, Florida 33404	Plans & Specifications: As per Gerdau Ameristeel quote #09TP1032 dated 29 December 2009 (attached)
Terms: Payment in full prior to delivery	Submittals due by: Shops by 02/03/10

Please enter our order subject to the terms and conditions herein. Ship no goods without an itemized packing slip, which includes Purchase Order number, Project number and Vendor's name. Purchase Order number and Project number must appear on all Invoices.

IMPORTANT: The Terms and Conditions on the reverse side are hereby incorporated into this order and the Vendor expressly acknowledges their acceptance.

Qty	Unit	Cost Code	Description	Unit Price	Total
1	Total	03-210	Reinforcing steel	\$69,400.00	\$69,400.00
			Total		\$69,400.00

Buyer: L.S.J.,LLC _____ By:	Vendor: Gerdau Ameristeel _____ By:
---------------------------------------	---

Emad Hanna

From: Gary Kerney [REDACTED]
Sent: Friday, January 15, 2010 9:09 AM
To: Darren Indyke (AOL)
Cc: Emad Hanna
Subject: FW: Gerdau Ameristeel Purchase Order
Attachments: POGerdau13Jan10.doc

Darren

Persuant to our conversation with Jeffrey attached is a order for \$ 69,400 for your approval. we have multiple bids,this is my prefered supplier,within the budget.

call me with questions,advise Emad upon your approval.

Gary

From: William Rowles [REDACTED]
Sent: Fri 1/15/2010 8:52 AM
To: Gary Kerney
Subject: Gerdau Ameristeel Purchase Order

William Rowles

LSJ Construction, LLC
6100 Red Hook Quarter B3
St. Thomas, VI 00802

[REDACTED]

ü Please consider the environment before printing this email.