



PURCHASE ORDER

BETWEEN

KEYSPAN CORPORATE SERVICES LLC

**D/B/A
NATIONAL GRID
SYRACUSE, NEW YORK**

AND

**HALLEN CONSTRUCTION
ISLAND PARK, NEW YORK**

FOR

**GAS MAINS & SERVICES INSTALLATION
BROOKLYN, QUEENS AND STATEN ISLAND REGIONS**

P.O. NO. 655043

COPY NO. 1

AGREEMENT

This Agreement, made and entered into on the date when signed by the party signing last in time, by and between, "Keyspan Corporate Services, LLC (the "Company or Keyspan"), a New York limited liability company and a subsidiary of KeySpan Corporation, d/b/a as "National Grid", with offices at 175 East Old Country Road, Hicksville, New York, 11801 and The Hallen Construction (the "Contractor"), a New York corporation, with offices at 4270 Austin Boulevard, Island Park, New York, 11558 for the Work identified as:

National Grid Gas Mains & Services Construction Blanket Contract for Brooklyn, Queens and Staten Island.

ARTICLE 1 - SCOPE OF WORK

The Contractor hereby agrees to provide all materials, qualified labor, supervision, equipment, materials, apparatus, tools (to the extent not furnished by The Owner), services, and facilities to perform the work under the contract which shall generally include, but will not necessarily be limited to, the successful replacement of pre-determined gas service installations associated with National Grid Gas Operations estimated as follows:

Gas New Main Installation

Gas New Services Installation

Gas Main Replacement

Gas Service Replacement

Restoration (associated w/ M&S work only)

Connections

Maintenance

Miscellaneous Excavation

T & M

Work shall be authorized only upon receipt of a signed Work Authorization (WA) Form, a blank copy of which is set forth in Schedule F. Should circumstances make advance completion of a Work Authorization Form impractical, Contractor may rely upon a verbal authorization from Owner, but Contractor should secure a Work Authorization Form from Owner as soon as practical, typically within one business day.

Subject to mutual agreement of The Owner and the Contractor, the Contractor shall immediately proceed to perform Work in accordance with any such Work Authorization and all terms and conditions of this Agreement, except to the extent the Work Authorization expressly stipulates otherwise. Any claims the Contractor may have against the Owner under a particular Work Authorization Form, including without limitation any claims for payment or claims based on damages or liability, apply only to the Owner. Work Authorization Forms shall not alter the terms and conditions of this Agreement without the approval of a Procurement Representative.

ARTICLE 2 - CONTRACT DOCUMENTS

The following documents, including all attached schedules, appendices, exhibits or other attachments thereto, are incorporated by reference as if fully set forth herein, and are hereinafter referred to collectively and individually as the "Contract Documents" or the "Agreement":

Agreement

National Grid Terms and Conditions for Construction Purchase Orders,
Document # 00700, dated 9/30/08

Supplemental Conditions (as required)

Schedule A, "Brooklyn, Queens & Staten Island Gas Mains & Services installation Contract Specifications" dated January 2011 & "Brooklyn, Queens & Staten Island Gas Mains & Services Installation Unit Definitions", dated January 2011.

Schedule B, Unit Price Schedules

Schedule C, The Contractor's Insurance Requirements. National Grid Corporate Services, LLC Gas Construction & Maintenance Program for New York City & Long Island Regions. "Project Rolling Owner Controlled Insurance Program (ROCIP) Project Insurance Manual dated 10-29-10".

Schedule D, National Grid Safety Procedure N-1403,

"Contractor Safety Requirements"

Schedule E, Contractor Environmental Requirements EP6 (Appendix C), Environmental-EP17- Construction Projects.

Schedule F, Work Authorization Form

Schedule G, Background Check Compliance Statement.

Schedule H, CMD-101-AntiDrug Program.

ARTICLE 3 - AGREEMENT DURATION

The Agreement shall commence on April 1, 2011 and the duration shall be five (5) years through March 31, 2016 with an option to extend an additional (1) year based on mutual agreement. Within 90 days of the contract expiration date, the Contractor should contact The Owner to discuss their interest in the extension of the Agreement.

ARTICLE 4 - SCHEDULE

The Contractor will work the schedules as requested by The Owner.

Upon commencement of the contract, the Contractor will meet monthly with The Owner to discuss work performance. Frequency of meetings may be adjusted by The Owner by email notice based on Contractor performance.

ARTICLE 5 - CONTRACT PRICE

This Agreement is issued on a **"Unit Cost"** basis as set forth in the attached Schedule B. Agreement Price shall be the total price to be paid by The Owner to the Contractor in accordance with the unit prices set forth in the Price Schedule, attached hereto as

Schedule B. Each unit price shall include all applicable taxes and all indirect and overhead expenses. The final payment shall be determined by the actual number of units incorporated in, or made necessary by, the Work. Unless otherwise agreed to in writing by The Owner and the Contractor, each unit price shall remain applicable regardless of the final quantity of units used.

1. Unit pricing includes all tasks defined in National Grid's NYC Gas Mains & Services Installation Unit Definitions latest revision 7 dated April, 2011.
2. Unit prices shall be firm and fixed for the first year of the contract.

Price Adjustments: Commencing on April 1, 2012 prices will increase by [REDACTED] percent, and commencing on April 1, 2013, prices will increase by [REDACTED] percent, and commencing on April 1, 2014, prices will increase by [REDACTED] percent, and commencing on April 1, 2015 prices will increase by [REDACTED] percent.

Fuel and Asphalt: Percentage increases or decreases for Fuel and Asphalt will be determined through a compilation and analysis of associated indexes and from the cost decomposition information provided by Contractor.

Asphalt Paving Material cost variability:

The asphalt paving index "*Bureau of Labor Statistics PPI Data - PCU3241213241210*" will be used to adjust unit pricing to account for shifts in the cost of asphalt paving materials. This adjustment will occur quarterly, looking back at the prior quarter's average index compared with starting baseline. The index will only apply to the paving-related units prorated for the material cost component of those items. The indexed level will be set within 30 days and then be applied to the next 3 months work. The index will only trigger when the average quarterly price adjusts by more than [REDACTED] above or [REDACTED] below the baseline of \$ [REDACTED] established for this contract.

Fuel cost variability:

The following Energy Information Administration fuel price index will be used, and may be found at <http://www.eia.doe.gov/>:

§ Central Atlantic (PADD 1B) No. 2 Diesel Retail Sales by All Sellers (Cents per Gallon) will apply to this contract. This adjustment will apply quarterly, looking back at the prior quarter's average price compared with starting baseline. The adjustment will be prorated for the fuel cost component of all items except labor-only units. The indexed level will be set within 30 days and then be applied to the next 3 months work. The index will only trigger when the average quarterly price adjusts by more than █% above or █% below the baseline of \$ █ established for this contract.

The unit pricing contained herein was proposed by the Contractor based on their understanding of the units and general nature of the work as characterized by The Owner. The Owner's decision to enter into this agreement is based largely upon the competitiveness of the Contractor's pricing proposal and the Contractor shall therefore honor this pricing for the full term of the agreement. Notwithstanding the foregoing, if after reasonable experience performing the work, the Contractor reasonably determines the work to be substantially different than depicted during the proposal stage, and to the extent that this differential is expected to result in material financial hardship for the Contractor in fulfilling the full terms of the agreement, the Contractor shall be permitted to engage The Owner in discussions to consider changes to pricing to alleviate said hardship. In support of these discussions, the Contractor shall be expected to present all data in its possession that depicts the overall economic position of the Agreement, i.e. open book. The Owner will give expedient and due consideration to any such requests but at its sole discretion may reject the request for adjustments, or propose other means of relief than price adjustments. If, upon conclusion of said discussions, the Contractor shall reasonably determine The Owner's position to be untenable, Contractor will provide Owner written notice of said position, whereupon The Owner will

terminate the contract under article 36.0, the effective date of said termination to be of sufficient duration to allow The Owner to secure an alternate contractor but shall be no longer than 6 months from Contractor's notice date.

The annual dollars estimated are estimates only and are not Guaranteed.

Note: The Unit Price includes all taxes. Any applicable taxes for work performed shall be shown on invoices as a separate line item.

ARTICLE 6 – PAYMENTS

1. All invoices shall be submitted and payments made in accordance with and subject to the terms and conditions set forth in the National Grid and Affiliated Companies Terms and Conditions for Construction Purchase Orders Document No. 00700 (09/30/08). For and in consideration of the Contractor's true and faithful performance of each and every covenant, agreement and requirement set forth in this Agreement, the Company shall pay the Contractor for the Work in accordance with the unit prices listed in the Pricing Workbook. If the Contractor fails to perform the Work or any part thereof within the time provided for in this Agreement, payments that would otherwise be due and payable will not become due and payable until the Contractor cures any and all defects and delays regarding its Work performance.
2. Invoicing will be authorized for payment utilizing Keyspans Contractor Charges (CCH) system. The Company has in place an online invoicing system which is used to process invoices. The Contractor shall utilize this system for processing invoices. The Company will supply the Contractor a computer to support this task and training on the invoicing system. The Contractor is responsible for supplying a high-speed line to connect to the system. Costs associated with the high-speed line and Contractor labor costs during system training shall be borne by the Contractor and are included in the contract unit prices.

3. Invoicing

The Contractor shall submit one invoice per work order for payment to cover work completed with items listed in accordance with the unit price schedules. Work is not considered to be complete until proper compaction and permanent paving is completed and accepted by Company in its entirety and all associated Company documents are completed by the Contractor and accepted by the Engineer. Upon approval of the Work by the Company, the invoiced amount will be paid to the Contractor in accordance with the Agreement.

Only work with unit prices in this Agreement shall be invoiced.

4. Name of The Contractor representative making the request and contact information.
5. Name of National Grid Management representative directing the Work.
6. Price detail consistent with Cost Proposal
7. Purchase Order number
8. Work Request number(s). Each line item shall correspond to the proper W.R. number as defined by the most current NG accounting protocol. Invoices containing multiple billing units shall reference all corresponding W.R. numbers, per each line item(s). For example, multiple service orders listed on a single invoice shall require each specific W.R. number reference per service order.

ARTICLE 7 - NOTICES

Notices required or permitted under this Agreement shall be addressed to:

Contractor:

Hallen Construction

P4270 Austin Blvd.

Island Park, NY 11558-9003

Attention: Pascale Ambrosio

Owner:

National Grid

300 Erie Boulevard West, Bldg. C-2

Syracuse, NY 13202

Attention: William Rumble, C.P.M.

ARTICLE 8 – SAFETY

1. National Grid's vision is to be a world-class safety organization, with zero injuries every day. National Grid Safety Procedure N-1403 dated 10-31-08 This Document, "**Contractor Safety Requirements**", as included herein as Schedule D represents the current contractor safety requirements that are unique to operations and various lines of business (LOB) at National Grid. This document does not reference actions that are required by OSHA, other laws, rules, or regulations. These are requirements that should be understood by the contractor and contractor compliance with all applicable federal, state and local laws, rules, and regulations is expected by National Grid as a contractual condition. This document will be updated as necessary to reflect changes in National Grid safety policies and procedures.

The Safety Hazards Check List - The Owner has conducted a risk assessment for anticipated work activity required under this contract and categorized these activities as "High" risk. "Risk" refers to the chance of injury, property damage, or adverse public impact should the contractor deviate from the prescribed safety measures. Contractor shall review the Contractor's Safety Requirements procedures to ensure it understands all requirements specified for this risk ranking.

Contractor assumes complete responsibility for the safe performance of the work and shall comply fully with:

- a. National Grid USA Companies Safety Procedure N-1403 dated 10-31-08.
(see Schedule D);
- b. National Grid Terms and Conditions for Construction Purchase Orders, Document # 00700, dated 9/30/08;
- c. The Contractor's Project Safety Plan.

ARTICLE 9 - LIMITATION

The Contractor shall not revise the scope of work or deliverable products contained therein or incur costs to the purchaser's account in excess of the total Agreement without The Owner's prior written approval; such approval to be incorporated by formal amendment to this Agreement. The parties acknowledge that, upon the mutual agreement of The Owner and Contractor, Contractor may from time to time perform Work while using equipment owned or leased by The Owner (National Grid's Equipment). Before any of Contractor's employees or subcontractors use any piece of National Grid's Equipment, Contractor shall make itself and such employees and subcontractors aware of the dangers inherent in using such piece of National Grid's Equipment, including, but not limited to, condition of the National Grid's Equipment, fire, mechanical failure, and the suffering of personal injuries and property damage. All rights, title, and interest in the National Grid's Equipment shall remain with The Owner. The Contractor represents that it has not had any representations, promises, warranties or assurance of safety of any kind whatsoever made to it and may place no reliance upon The Owner, its' affiliates, and any of their employees, officers, directors or agents, servants, or assigns (hereinafter collectively referred to as "The Owner Parties ") for the wellbeing of Contractor's employees, their property or their families.

Therefore, the Contractor hereby assumes the risks inherent with Contractor's employees being allowed to use National Grid's Equipment and agrees that Contractor will waive any and all rights of subrogation against The Owner Parties. Contractor warrants that its employees who use National Grid's Equipment shall have a valid driver's license, and any all other training, information, and certifications required to be

fully-qualified operators of National Grid's equipment. Contractor further acknowledges that its employees shall not make National Grid's Equipment available for the use of any other person. In consideration of The Owner allowing Contractor to use National Grid's Equipment, and without limiting any other indemnification obligation under this agreement, Contractor, on behalf of itself and its employees and subcontractors, and their heirs, personal representatives, successors and assigns, hereby does forever release, waive, discharge, indemnify and hold harmless The Owner Parties , from any and all liability, demands, claims, actions and causes of action whatsoever which may accrue in the future on account of injury to Contractor employees or damage to The Owner, National Grid's Equipment and/or property (including any environmental damage whatsoever), and any other losses, claims, demands and/or liability for damage to property, injury, or death of any person, or any other liability incurred by The Owner Parties, including all expenses, legal or otherwise, caused wholly or in part by any act or omission, negligent or otherwise, of Contractor and its subcontractors and their affiliates, officers, directors, employees, agents, servants or assigns, arising out of or connected with their use of National Grid's equipment, whether caused by the negligence of The Owner or otherwise, except as regards any damages Contractor or its employees might suffer as the result of the willful misconduct of The Owner or its employees acting within the scope of their employment.

ARTICLE 10 – ACKNOWLEDGEMENT

The Contractor agrees that it will not be entitled to payment until this Agreement is signed and returned to the National Grid Procurement Department. In the absence of The Contractor's written acceptance, performance of any part of the work provided for by this Agreement shall constitute acceptance of all provisions of this Agreement.

ARTICLE 11 - MISCELLANEOUS

This Agreement cannot be changed, altered, modified, amended, waived or discharged orally. Any such changes, alterations, modifications, amendments, waivers, or discharges can only be made effective when embodied in a written Agreement Change signed by an authorized representative or officer of The Owner and the Contractor.

The Agreement, as the same may be amended from time to time in writing by an Agreement Change, sets forth the full and complete understanding of the parties regarding the services to be performed by the Contractor for The Owner and supersedes any and all prior and contemporaneous agreements, commitments, understandings, and discussions, whether written or oral, which may have existed relating to the services to be performed by the Contractor. This Agreement shall not merge with or be terminated or superseded by any future agreement between the Parties that does not specifically so provide and without an Agreement Change to that effect. THE PARTIES HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

ARTICLE 12 – INSURANCE

Insurance Provided by the Owner – ROCIP Coverages

Participation in this ROCIP is mandatory but not automatic. The ROCIP will provide the Enrolled Party with the insurance described in this Schedule and more specifically set forth in this Section II.

The Sponsor's representative will provide each Enrolled Party in the ROCIP with a Project Insurance Manual, which will include a summary of the insurance coverage, and claim procedures as well as enrollment forms and reporting requirements for the ROCIP. The Enrolled Party will use and comply with the requirements contained in said manual. The Sponsor shall be responsible for, among other things, all insurance deductibles.

1. **Workers' Compensation Insurance** - Statutory Limits of the Workers' Compensation Laws in the states where work will be performed under the Purchase including coverage for the benefits provided under Voluntary Compensation, with Coverage B - Employer's Liability with limits of \$1,000,000 each accident for Bodily Injury by accident, \$1,000,000 each employee for Bodily Injury by disease and \$1,000,000 policy limit Bodily Injury by disease, covering operations of the Enrolled Party performed at the Project Sites.
2. **Commercial General Liability Insurance** - (Excluding Automobile and Professional Liability) Coverage of not less than a Commercial General Liability insurance policy, including, but not limited to, hazards of explosion, collapse, underground, independent contractor(s), employees as additional insureds, completed operations extension to the statute of repose after Final Acceptance, contractual liability coverage and personal injury liability coverage for claims arising out of the Work or Services for personal injury, bodily injury and property damage in policy or policies of insurance such that the total available limits to all insureds combined will not be less than \$2,000,000 per occurrence, \$2,000,000 personal and advertising injury aggregate, \$8,000,000 annual general aggregate and completed operations aggregate combined.

Coverage will apply only to Work or Services performed in connection with a covered Purchase Orders. Such insurance will not include coverage for products liability for any product(s) manufactured, assembled, or otherwise worked upon away from the Project Sites.

3. **Umbrella/Excess Liability Insurance** with minimum limits of \$25,000,000 per occurrence, \$25,000,000 000 annual general aggregate and completed operations aggregate combined, excess of those stated above, to all insureds combined.

Primary And Non-Contributing: Workers' Compensation and Employer's Liability insurance is primary and non-contributing with respect to any persons (other than Sponsor's employees) covered by such insurance. Commercial General Liability and Umbrella/Excess insurance is primary insurance and noncontributing with any other insurance carried by the Enrolled Parties.

Assignment: In consideration of the Sponsor purchasing ROCIP insurance as stated above, the Enrolled Parties will assign to the Sponsor all return premiums, premium refunds, dividends and other monies due or to become due in connection with the insurance which the Sponsor provides under the ROCIP, all of which will inure to the benefit of the ROCIP. The Enrolled Parties will execute such further documentation as may be required by the Sponsor to effect this assignment.

Waiver Of Subrogation Rights: The Enrolled Parties each on their own behalf and on behalf of anyone claiming by, through or under them, whether by way of subrogation or otherwise, shall waive any and all subrogation rights which they may now or hereafter have against each other and the parent, related and Affiliated companies, the successors and assigns of each other, in connection with this Agreement to the extent such subrogation rights are not the result of any intentional wrongful act or omission of the party causing such loss and are covered losses under the insurance provided hereunder.

Sponsor's Election To Discontinue CIP Coverage: If Sponsor, for any reason, is unable to furnish coverage, elects to discontinue the ROCIP, modifies the limits of liability provided in the ROCIP, or requests that an Enrolled Party withdraw from the ROCIP, then, upon thirty (30) days written notice from Sponsor, the Enrolled Party specified by Sponsor in such notice, will obtain, at Sponsor's sole expense and thereafter maintain during the term of the work performed under the Purchase Order, all of the coverage terms and limits as stated in Section II "Insurance Provided by the Sponsor " to the extent such are reasonably available. To the extent such are not reasonably available, or the coverages that are obtained by the Enrolled Party do not

provide the same coverage protection to the Enrolled Party as that previously supplied under the CIP, then Sponsor shall hold the Enrolled Party harmless from any liabilities arising there from as long contractor(s) and subcontractor(s) of any tier can show evidence of a comprehensive market solicitation to procure coverage and limits requested. Upon such occurrence Sponsor will thereafter no longer be obligated to furnish all or a part of such insurance through the ROCIP. Sponsor shall be responsible for all costs (direct or indirect) of the Enrolled Parties related to such insurance coverage. The form, content, limits of liability and cost of such insurance and the insurer issuing such insurance secured by the Enrolled Party pursuant to the provisions of this section will be subject to the Sponsor's approval, which approval will not be unreasonably delayed, conditioned or withheld. Any other duty or obligation of Sponsor in regards to insurance under the Purchase Order shall remain in full force and effect.

Limits of Liability: The furnishing of said insurance by the Sponsor will in no way supplement, amend, modify, relieve, or limit or be construed to supplement, amend, modify, relieve, or limit the Sponsor or Enrolled Parties of any duty, right, responsibility or obligation whatsoever otherwise imposed by the Purchase Order.

ARTICLE 13 – CONTRACTOR PERFORMANCE

National Grid's desire to improve performance year-over-year is very strong and forms part of our cultural approach to working collaboratively. We recognize that it is necessary to focus aspects of the delivery program such that areas of potential weakness are clearly identified and appropriate measures are put in place to measure performance. We wish to work with our suppliers to drive performance in key areas including Safety, Quality, Customer Satisfaction, Work Plan Delivery and operational efficiency.

An initial set of Key Performance Indicators (KPI's) will be used for the first twelve months post contract award, to benchmark performance and begin measuring the effectiveness of this collaborative approach in meeting our corporate objectives.

Key Performance Indicators – (“KPI’s)

1. **Safety** - Standardized measure for both Contractors and Internal Crews – Lost Time Injury rates reflecting the contractors' overall corporate rate. National grid will also be measuring and establishing targets at the line of business and regional level to provide the appropriate line-of-sight focus on this critical measure.
2. **Quality** – Quality inspection scorecard – measures contractors' performance based upon quality inspections which assesses a standard matrix of attributes. Consistent measuring methodology will be utilized for measuring all contractors and internal crews across all regions.
3. **Customer Satisfaction** - Customer satisfaction rating for work performed by contractor – currently measured for New Customer work only, may be expanded to other work types such as main and service replacements.
4. **Target Date Performance** - % of time customer targeted completion date is met. Applies to new gas service installations – Consistent measuring methodology will be utilized for measuring all contractors and internal crews across all regions.
5. **Self Inflicted Damage Incidents** – Measure of number of incidents where damage to company facilities is caused by contractor negligence.
6. **Work Plan Completion** – Measure of success in delivering the annual work plan. A shared metric between Contractor and National Grid; both sides need to work collaboratively to ensure success. Work completion milestones for planned program work will be established at the beginning of each year.

Our objective is to not only meet the parameters of the suite of KPI's but to set new benchmarks for superior performance in delivering the program. National Grid and the Contractors' management teams will formally review performance against established KPI measures on a regular basis as part of its management process. These meetings

will include current performance, areas for improvement and should encompass all areas of the working relationship, from structure to outputs.

It is these reviews which, at the end of the first operational period will provide the basis for planning for the next operational period, the areas that are to be viewed as achievements and those areas which require change and improvement.

At the end of the first operational period there should be a formal review leading to an agreed plan for improvements in the second period. Failure of the Contractor to adequately make positive improvement in areas that don't meet expectations may result in portions of the work being reallocated to other contractors.

ARTICLE 14 - ENTIRE AGREEMENT

This Agreement, including all Contract Documents, constitutes the entire Agreement between The Owner and the Contractor, with respect to the Work specified, and all previous representations relative thereto, either written or oral are hereby annulled and superseded. No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

National Grid

Hallen Construction

By Mr. Ross Turrini

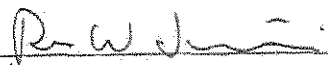
By Mr. Pascale Ambrosio

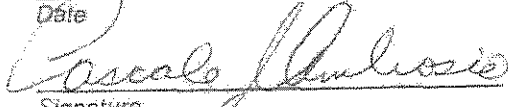
Title Vice President Procurement US

Title Executive Vice President

Date April 1, 2010

Date April 1, 2010

Signature 

Signature 

Terms and Conditions

National Grid USA and Affiliated Companies
Terms and Conditions for Construction Purchase Orders
Document # 00700 dated 9-30-08



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Services\Exception le



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Administrative\Terms

THE HALLEN CONSTRUCTION CO., INC.

4270 AUSTIN BLVD.
P.O. BOX 9003
ISLAND PARK, NY 11558-9003



AREA CODE 516
TEL 432-8300
FAX 432-8406

April 1, 2011

Mr. William Rumble
National Grid
300 Erie Blvd. West
Syracuse, NY 13202

Re: NYC Gas Mains & Services Contract

Dear Mr. Rumble:

Hallen Construction accepts the Terms and Conditions with the following two exceptions. The first exception is to Section 11.3 regarding retainage Hallen requests that no retainage be held from any invoice. The second exception is in regards to section 48.0 Bonds. Hallen has not included the cost of a Payment Bond, Performance Bond and Lien Bond in our unit prices. Hallen can provide these bonds, if required by Nat Grid, and Hallen would expect to be compensated for providing these bonds.

Should you have any questions or require additional information please do not hesitate to contact us.

Very truly yours,

Pascale J. Ambrosio
Exec. Vice President


80
Years
1927-2007

an equal opportunity employer



ACCEPTANCE OF CONDITIONS

The Contractor hereby agrees that any Work (as defined in the Purchase Order) performed for Company in compliance with any order, written or verbal, shall be governed by the terms and conditions cited in the Purchase Order whether or not specific reference is made to the below noted Terms and Conditions by the Purchase Order unless the Purchase Order specifically contains terms and conditions other than those contained in said Terms and Conditions; then those terms will apply to the extent that they are different.

Receipt of the below noted Terms and Conditions is hereby acknowledged on the date executed below, and the undersigned agrees to be bound to same and the signatory represents complete authority to sign on behalf of the Contractor.

The Hallen Construction Co., Inc.

Contractor

By: 

Pascale J. Ambrosio

Exec. Vice President

Title

Date: April 1, 2011

4270 Austin Blvd.

Street Address

Island Park, NY 11558

City, State, Zip Code

Reference Terms and Conditions Document No. 00700

Revision Date 9/30/08

This document is signed noting the two exceptions shown in our letter dated April 1, 2011.