



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
 ABATMNT08A

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
 4

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

AGENCY COPY

VENDOR

*709054929 304-522-6160
 MASTER MECHANICAL INSULATION
 525 28TH STREET
 HUNTINGTON WV 25702-1355

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/29/2011		NET 30		550671926			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL - MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
			CHANGE ORDER #04				
			TO CANCEL ABATMNT08A IN ITS ENTIRETY DUE TO VENDOR NAME CHANGE. ABATMNT08A WILL BE REISSUED IN AS ABATMNT08E.				
			EFFECTIVE DATE OF NAME CHANGE: DECEMBER 26, 2010				
			***** NO OTHER CHANGES *****				
			PREVIOUS PO TOTAL==>		OPEN END		
			PO NET CHANGE (+)==>				

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

JAN 13 2012

Beverly Toler

[Handwritten Signature]

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

OPEN END

TOTAL

[Signature]
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BUYER 42 304-558-8802
 BY *[Signature]* 01/11/12
 PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



An Atlantic Plant Services Company



A Member of The Brock Group

525 - 28th Street
Huntington, WV 25702

Telephone (304)522-6160
Fax (304)522-6162
WV Lic. # WV042264

December, 2010

As you may know, in February 2009, Master Mechanical Insulation, Inc. (MMI) was acquired by Atlantic Plant Services, Inc. (APS) located in Joliet, IL. Since that date MMI has continued to operate as a separate company.

Effective **December 26, 2010** ("Effective Date") MMI will be merged into Atlantic Plant Services, Inc. and will begin operating under the APS name. By operation of law, as of the Effective Date, all contracts that are currently in effect between your company and MMI will be assumed by APS at the same pricing and terms and conditions.

This merger will not affect the site management and organizational structure or administration of the Contract(s). Our goal is to streamline our respective operations and to help achieve operational efficiencies and at the same time offer the vast resources of APS and the Brock Group to our customers and help them reduce their costs.

Attached are APS's contractor, billing information, and W-9 which will need to be updated as of the Effective Date. If you have any questions or need further information, please do not hesitate to contact us. We are excited about the opportunities that this merger will create with our existing and future customer and will be prepared to render assistance as necessary to effectuate a seamless transition as we proceed with this process.

If you have any questions, please feel free to contact me.

Thank you for your business.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. L. Burcham'.

T. L. Burcham
President (MMI)

A handwritten signature in black ink, appearing to read 'Darryl Schimeck'.

Darryl Schimeck
President (APS)



A Member of The Brock Group

Dear Valued Customer:

Following the merger of Master Mechanical Insulation, Inc. into Atlantic Plant Services, Inc. effective as of 12/26/2010, all remittances to under the Contract should be made to Atlantic Plant Services, inc. as follows:

General Information:

Company Name: Atlantic Plant Services, Inc. Federal I.D. No: 35-1509863

Principal Officer: Mark Estep

Mailing Address:

525 28th Street
Huntington, WV 25702

Physical Address:

525 28th Street
Huntington, WV 25702
Telephone #: 304-522-6160
Fax#: 304-522-6162

Paper checks by mail:

Atlantic Plant Services, Inc.
PO Box 842199
Dallas, Texas 75284-2199

Overnight/couriered mail:

Bank of America Lockbox Services
Lockbox 842199
1950 N. Stemmons Fwy, Ste 5010
Dallas, Texas 75207

If you are currently paying by ACH or would like to begin paying electronically, our banking information is listed below:

Bank Name: Bank of America
Wire Transfer Concord
1850 Gateway Blvd.
CA4-706-08-07
Concord, CA 94520-3282

Bank Representative: Sheila Turner
888-715-1000 ext 52727

	WIRING INSTRUCTIONS	ACH INSTRUCTIONS
Bank Account Name:	Atlantic Plant Services, Inc.	Atlantic Plant Services, Inc.
Bank ABA:	026009593	111000025
Bank Account #:	488017459651	488017459651

Please continue to send ACH Remittance advices as you are now.