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April 3, 2014

**LETTER AGREEMENT**

The City of Clinton, Oklahoma  
c/o Ryan A. Meacham, Esq.  
Attorney at Law  
807 Frisco Avenue  
Clinton, Oklahoma 73601

RE: "Substantial Completion" of the Clinton Fire Station

Dear City of Clinton:

This Letter Agreement is intended to document certain agreements reached between my client, Mega Prime Contractors, Inc. ("Mega") and the City of Clinton (hereafter referred to as "Owner") pertaining to completion of the Clinton Fire Station construction project. This Letter Agreement, upon execution by both parties, shall constitute a "Modification" of the "Contract Documents" (as defined in AIA Document A101) with regard to the matters set forth herein and shall be conclusive and binding upon both parties and their respective agents, successors and assigns.

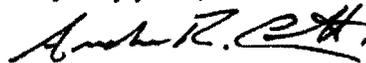
First, the parties have discussed and agreed that Mega shall bear the cost of \$1,817.94 towards the charges reflected on the AEP billing statement dated February 26, 2014. Owner will bear the cost for the balance of such charges. Owner has agreed to pay such bill in full and Mega agrees that Owner may withhold the sum of \$1,817.94 from the Final Payment of the Contract Sum in full satisfaction of Mega's share of such liability as agreed. Mega agrees to cooperate in signing and delivering a change order to that effect as may be requested by Owner.

With regard to all other costs and expenses for utility services at the Clinton Fire Station project site, the parties agree that the date of November 11, 2013 is the date of "Substantial Completion", and that all fees, costs and expenses for utility services accrued on and after such date shall be paid by, and be the sole responsibility of, Owner.

It has been further discussed and agreed that for purposes of all warranties given by or under Mega in favor of Owner in connection with the Clinton Fire Station, the parties have and do hereby covenant and agree that the date of January 1, 2014 is the start date for all warranties and that the warranties shall begin to run from such date and the statute of limitations for bringing a claim under any warranty shall begin to run from such date. The agreed warranty start date of January 1 shall be binding upon the parties with regard to all warranties, whether arising under the express terms and provisions of the Contract Documents or otherwise.

By their signatures below, Mega and Owner do hereby ratify, affirm and agree to be bound by the foregoing terms, and this Letter Agreement is made binding and effective upon both parties as of the latest date of execution as indicated in the signature blocks below.

Very truly yours,



Andrew R. Carruth,  
Attorney for Mega Prime Contractors, Inc.

**ACKNOWLEDGED, ACCEPTED AND AGREED:**

CITY OF CLINTON, Oklahoma

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Content:

\_\_\_\_\_  
Ryan Meacham, Attorney for the City of Clinton

MEGA PRIME CONTRACTORS, INC.

By: \_\_\_\_\_

Dick Hogan, President

Date: \_\_\_\_\_