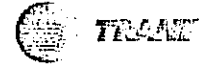


Huntton Trane Services

Air Conditioning Plumbing Refrigeration Controls



TACLAD09290C MPL36666

Authorized Warranty Service

Regulated by the Texas Department of Licensing and Registration, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202
Regulated by the Texas State Board of Plumbing Examiners, P.O. Box 4200, Austin, TX 78765, 512-456-2145

Quotation No.: 3741045-TCPN 01-10043-07-005

Date: February 26, 2007

To: College Station ISD
2000 Welsh
College Station, TX 77840

Phone: (979) 764-5443
Fax: (979) 764-5432

Attn: Mr. Royce Thomas
Coordinator of Maintenance Services

As the Trane™ Company's authorized service provider for southeast Texas, we are pleased to offer the following proposal.

Scope of work:

- Demo existing Carrier chillers and install two Trane RTAA100 Helical Rotary Chillers.
- Extend existing concrete pads to accommodate new chillers.
- Tie in chill water piping at existing butterfly valves.
- Re-insulate new piping to match existing.
- Disconnect and reconnect electrical power and control wiring.
- Chillers will be installed individually to ensure cooling the school during installation.
- 1st year chiller maintenance is included.
- 2-5 year compressor warranty included

Note: Old chillers will be delivered and off loaded at the districts maintenance facility.

Total price for labor and materials for above scope..... \$144,866.00

Exclusions:

1. The above price does not include sales tax. Taxes will be billed in addition at the time of job completion unless Huntton Trane Services is furnished a Tax Exemption Certificate.
2. This quotation is based on straight time labor unless indicated otherwise.
3. Any additional work not covered by the scope of this proposal will require written authorization by the customer before Huntton Trane Services can proceed.
4. All freight charges incurred by Huntton Trane Services will be billed with a 15% surcharge.
5. This proposal is firm for thirty (30) days unless stated otherwise.
6. Refer to the following page for Terms and Conditions of Sale.
7. Controls and control interface not included.

HUNTON TRANE SERVICES
Existing Building Services

Bob Munz
5622 Luce Street
Houston, Texas 77087
Phone: 713-643-8336
Fax: 713-643-3693
E-mail: bgmunz@huntongroup.com

The proposal and the terms and conditions contained herein are accepted and Huntton Trane Services is authorized to proceed with the work.

Customer: _____

By: _____

Title: _____

Date: _____

P.O. Number: _____

Construction Terms and Conditions

Acceptance: A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. Any rebate from CenterPoint Energy has been accounted for in the price of this proposal; therefore, Hunton Trane Services will retain any rebate funds. If your order is an acceptance of a written proposal, on a form provided by Hunton Trane Services, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Hunton Trane Services' offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale.

Exclusions From Work: Hunton Trane Services' obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans With Disabilities Act or any other law or building code(s).

Construction Procedures: Hunton Trane Services shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

Payment Terms: Customer shall pay Hunton Trane Services invoices within net thirty (30) days of invoice date. Hunton Trane Services may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Hunton Trane Services. In which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. If payment is not received as required hereunder, Hunton Trane Services may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Hunton Trane Services for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Hunton Trane Services in attempting to collect amounts due and otherwise enforcing these terms and conditions.

Time For Completion: Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Hunton Trane Services, all dates provided by Hunton Trane Services or its representatives for commencement, progress or completion are estimates only. While Hunton Trane Services shall use commercially reasonable efforts to meet such estimated dates, Hunton Trane Services shall not be responsible for any damages for its failure to do so.

Access: Hunton Trane Services and its contractors, or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by Hunton Trane Services and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Hunton Trane Services' access to correct any emergency condition shall not be restricted.

Permits And Governmental Fees: Hunton Trane Services shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Hunton Trane Services' subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use, or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities During Construction: Hunton Trane Services shall be provided without charge all water, heat, and utilities during performance of the Work.

Concealed Or Unknown Conditions: In the performance of the Work, if Hunton Trane Services encounters conditions that differ materially from those indicated on drawings expressly incorporated herein or (b) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Hunton Trane Services shall notify Customer of such conditions promptly, prior to significantly disturbing the same. If such conditions differ materially and cause an increase in Hunton Trane Services' cost of, or time required for, performance of any part of the Work, Hunton Trane Services shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both. Any loss contributed to, or aggravated by rust, mold, fungus, wet or dry rot and any resulting is always excluded under this contract however caused.

Asbestos And Hazardous Materials: Hunton Trane Services' Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Hunton Trane Services, there are no Hazardous Materials on the Premises that will in any way affect Hunton Trane Services' Work and Customer has disclosed to Hunton Trane Services the existence and location of any Hazardous Materials in all areas within which Hunton Trane Services will be performing the Work. Should Hunton Trane Services become aware of or suspect the presence of Hazardous Materials, Hunton Trane Services may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to

any Hazardous Materials on or about the Premises, not brought onto the Premises by Hunton Trane Services. Hunton Trane Services shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Hunton Trane Services be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

Conditions Beyond Control Of Parties: If Hunton Trane Services shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at Hunton Trane Services' election (i) remain in effect but Hunton Trane Services' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Hunton Trane Services for all parts of the Work furnished to the date of termination. Any loss consisting of, caused by, contributed to, or aggravated by rust, mold, fungus, wet or dry rot, and any resulting loss is always excluded under this contract, however caused.

Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Hunton Trane Services the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Hunton Trane Services for all Work furnished to date and all damages sustained by Hunton Trane Services (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

Indemnification. Hunton Trane Services and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential or punitive damages.

Workmanship And Equipment Warranty. Hunton Trane Services warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), Trane equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Trane's catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. For Trane equipment not installed by Hunton Trane Services, the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. If such defect is discovered within the Warranty Period, Hunton Trane Services will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatever shall attach to Hunton Trane Services until said equipment and Work have been paid for in full and then said liability shall be limited to Hunton Trane Services' cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Hunton Trane Services' warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Hunton Trane Services, improper operation, or normal wear and tear under normal usage. Hunton Trane Services shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HUNTON TRANE SERVICES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Hunton Trane Services. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Complete Agreement. This Agreement shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Hunton Trane Services is a signatory thereon.

Governing Laws. This shall be construed as an agreement in accordance with the laws of the State of Texas, Texas Licenses TACLA009290 and MPL M-30566. Regulated by The Texas Department of Licensing and Registration, P.O. Box 12457, Austin, TX 78711, 1-800-803-8202 and The Texas State Board of Plumbing Examiners, P.O. Box 4200, Austin, TX 78785, 1-512-458-2145