

**DISTRIBUTION AGREEMENT
BETWEEN
VIANINI PIPE, INC.
AND
JMD BUILDING PRODUCTS LLC**

This Agreement is made effective and entered into as of the 29th day of June, 2015, by and between Vianini Pipe, Inc. ("Manufacturer") with its primary office at 81 County Line Road, Branchburg, NJ 08876 and JMD Building Products LLC with its headquarters at 15 William Street, Suite 20E, New York, NY 10005 ("Authorized Distributor").

I. Manufacturer hereby appoints Authorized Distributor as a nonexclusive representative for the sale of Manufacturer's products included in Manufacturer's Catalog and for all reinforced concrete products for which Manufacturer is manufacturer or fabricator including, ~~but not limited to,~~ *JMD 7/2/2015* ~~reinforced concrete pipe, prestressed concrete cylinder pipe and jacking and microtunneling pipe, and box culvert.~~ *ALL* reinforced concrete pipe, prestressed concrete cylinder pipe and jacking and microtunneling pipe, and box culvert.

II. Manufacturer's criteria, if any, for the Authorized Distributor to sell Manufacturer's products is as follows:

To Montana Construction for NJ DOT Route 19 & Route 46 Van Houten Ave.
drainage improvement, Clifton, NJ

II. Authorized Distributor is granted the right by the Manufacturer to market, promote, sell and distribute Manufacturer's products in the states and under the NAICS codes for which Authorized Dealer is certified as a DBE, M/WBE or SBE. Manufacturer agrees to ship, deliver or allow the Authorized Distributor to arrange for the delivery of materials for projects for which there are established DBE, M/WBE and/or SBE established goals.

III. Effective Date and Term: The Term of this Agreement shall commence on the date of final signature by the authorized representative of Manufacturer and Authorized Distributor and will remain valid unless or until terminated per Section IV.

III. Termination of Agreement:

- a. Either party may terminate this Agreement, at any time without cause by written notice given to the other via certified mail, return receipt requested, no less than thirty days (30) prior to the effective date of such notice.
- b. Manufacturer may terminate this Agreement immediately upon the termination for any reason of the Distributor Agreement between Manufacturer and Authorized Distributor or if Authorized Distributor fails to perform any obligation, duty or responsibility set forth in this Agreement.

V. Distributor Participation: Authorized Distributor hereby certifies that its participation in Agreement is voluntary and will be in accordance with all terms and conditions set forth herein.

PRODUCTS LLC
(Manufacturer)

VIANINI PIPE, INC

[Signature]

Signature

Date 7/1/15

Date

HERMAN JAMAIL

SALES MANAGER

Print Name & Title

(Authorized Distributor)

JMD Building Products LLC

[Signature]
Signature

Julie D'Agostino

President

Print Name & Title