

Brief Form Proposal

Proposal Number: 2732.1002.P ☒ New Authorization ☐ Change Order to Previous Auth. No. _____

Date: 12/11/2025 Expiration Date: 12/31/2025

Company Name: Fort Mill School District Address: 2233 Deerfield Drive
Fort Mill, South Carolina 29715

Contact Name: Joe Burke Title: Director of Communications Phone: 803.548.8288
Email: Burkej@fortmillschools.org

Project Title: Flint Hill Elementary and Middle Schools – Air Monitoring Services Proposal

Purpose/Background

Citadel EHS, Inc. (Citadel) previously supported the Fort Mill School District (District or Client) through an Air Quality Monitoring Plan (Citadel Project #2732.1001.0) developed to evaluate environmental conditions within school facilities located near the Silfab Solar (Silfab) manufacturing site. That plan identified the importance of ongoing surveillance of both indoor and outdoor air quality, including the future implementation of perimeter monitoring to assess potential off-site influences. Phase 1 of this initiative focused on understanding potential indoor air impacts from nearby construction activities and identifying Contaminants of Potential Concern (COPCs) that could affect student and staff health.

Building on the foundation and recommendations established in the original plan, the District is now advancing to the next phase by implementing fenceline (perimeter) air monitoring at the Fort Mill Elementary School campus. As the Silfab Solar facility transitions from construction to full operation, this step will provide continuous measurement and tracking of outdoor air quality near the property boundary to identify potential impacts from off-site sources.

The perimeter monitoring program will provide real-time, transparent air quality data, supporting early detection of changes in outdoor air quality changes, provide information for operational decisions, and enables timely communication with stakeholders. It will also complement the District's ongoing quarterly indoor air quality (IAQ) testing program, together forming a comprehensive environmental monitoring approach.

This integrated effort strengthens the District's broader health and safety initiatives by promoting open communication, shared environmental responsibility, and data-driven decision-making. Through continuous monitoring and transparency, the District reaffirms its commitment to protecting student and staff health while fostering confidence and trust within the community.

Scope of Work

All work shall be conducted by knowledgeable and qualified staff. Based on information provided by the Client, Citadel anticipates the following scope of services.

TASK 1: PERIMETER AIR MONITORING

Mobilization and Demobilization

Citadel will obtain and install the necessary monitoring devices and peripherals as required for the Project. At the conclusion of the Project, or at the Client's request, the following items will be removed, including, but not limited to:

- Air Quality Monitor (AQ5) base systems for perimeter air monitoring;
- Dust and gas sensor modules for Particulate Matter (PM_{2.5}, PM₁₀), Methane, and VOCs,
- Weather Station for wind speed and direction monitoring;
- Security Enclosure for monitors;

- Dataloggers; and
- Solar panels, including battery packs.

For budgetary purposes, Citadel assumes that one upwind and one downwind monitor station will be required, with one mobilization for monitoring equipment setup and one demobilization for monitoring equipment removal will be required for the Project. If additional mobilizations or monitor stations are required, the Client will be invoiced accordingly.

Perimeter Monitoring

- Citadel will collect real-time measurements of PM_{2.5}, PM₁₀, Methane and Total VOCs concentrations continuously for the duration of the Project¹ at one upwind and one downwind location.
- Monitoring shall be continuous and data shall be recorded in 1-minute intervals.
- Monitoring shall occur at one (1) upwind location and one (1) downwind location², as determined by the Client.
- Monitors will be pre-set to alarm at a pre-determined level to provide sufficient warning for onsite personnel to implement response measures, if needed.
- Data shall be compared to National Ambient Air Quality Standards³ (NAAQS) averages established by the United States Environmental Protection Agency (EPA). Methane readings will be compared to the baseline data obtained prior to the start of operations at Silfab.
- Citadel will monitor and record wind speed and direction continuously with the use of a weather station onsite.
- Citadel will perform monthly inspections of the equipment to ensure proper working conditions.
- If deemed necessary, additional inspections to obtain readings using direct-read meters will be performed.
- Data from the two (2) perimeter monitors shall be downloaded to a computer via the manufacturer's supplied software. Remote access to the data will be available 24 hours a day for the duration of the project.

TASK 2: REPORTING

Monthly Reports

Citadel will prepare and provide monthly air monitoring reports summarizing data collected from the perimeter air monitoring program during the reporting period.

Monthly reports will present monitoring results in a clear and standardized format and may include, as applicable:

- A summary of monitoring activities and equipment status
- Time-series graphs of monitored parameters, including PM_{2.5}, PM₁₀, methane, and total VOCs
- Summary tables identifying minimum, maximum, and average concentrations for the reporting period
- Wind speed and wind direction summaries, including wind rose graphics
- Identification of any action level exceedances observed during the reporting period, if applicable

Monthly reports will be provided electronically to the District and are intended to support routine oversight, recordkeeping, and communication related to perimeter air quality conditions.

¹ Estimated to be approximately 365 working days with an estimated start date of December 29, 2025.

² Based on information provided by the Client, perimeter monitor stations will be within project fencing and additional security or other fencing will not be required. If additional project security measures are deemed necessary, the Client will be invoiced accordingly.

³ <https://www.epa.gov/criteria-air-pollutants/naaqs-table>

This proposal is considered Confidential & Proprietary information to Citadel EHS. It shall be used only for consideration of this proposal. Disclosure to other parties outside of client company is prohibited without express written consent by Citadel EHS.

TASK 3: AS NEEDED EXCEEDENCE REPORTING

Exceedance Notification, Review, and Documentation

If monitored air quality parameters exceed pre-established action levels, Citadel will notify designated District representatives and conduct a focused review of the exceedance.

As part of this review, Citadel will evaluate available information to better understand potential contributing factors. This review may include:

- Verification of monitoring data quality and instrument performance
- Comparison of exceedance data to baseline conditions established through pre-occupancy, post-occupancy, and quarterly indoor and outdoor air sampling events
- Review of relevant wind speed and wind direction data at the time of the exceedance
- Comparison to publicly available regional and EPA air quality monitoring data, where applicable
- Coordination with Silfab Solar representatives to review operational conditions and confirm whether the observed exceedance may be attributable to on-site or off-site sources

Following this review, Citadel will prepare a brief exceedance summary documenting the event, the information reviewed, and any relevant observations. If no exceedances occur during a given month, this will be noted in the corresponding monthly monitoring report. In the event that the exceedance warrants a site inspection, the Client will be invoiced per the rate table below.

Deliverable

Citadel will conduct weekly offsite data checks for the duration of the project and monthly inspections of the equipment to ensure proper working conditions. Citadel will provide monthly reports for the duration of the project. Citadel anticipates conducting the proposed monitoring for twelve (12) months; thus the Client shall receive a total of twelve (12) monthly reports.

Cost

Citadel offers to perform the scope of work above on a **Time and Materials Basis, Not-to-Exceed \$168,852.00 per the rate table below.**

TASK 1.0: PERIMETER AIR MONITORING

Pre-Field Activities

Lump Sum	\$1,820.00
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Mobilization/Demobilization

One Mob/One Demob	\$9,776.00
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Labor - Onsite Equipment Checks (monthly)

12 Shifts at \$1,605.00/Shift	\$19,260.00
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Labor - Offsite Data Checks (weekly)

52 weeks at \$380.00/week	\$19,760.00
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Equipment Fees (12 months)

Air Quality Station: PM2.5, PM10, VOC, Methane 2.0 Monitoring Stations at \$2,741.00/Monitoring Stations	\$65,784.00
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Weather Station

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1.0 Monitoring Stations at \$297.00/Monitoring Stations	\$3,564.00	
Software/Reporting		
1.0 Each at \$658.00/Month	<u>\$7,896.00</u>	
SUB-TOTAL - TASK 1.0		\$127,860.00

TASK 2.0: REPORTING

Monthly Reports (12)

12 Reports at \$3,416.00/Report	<u>\$40,992.00</u>	
SUB-TOTAL - TASK 2.0		\$40,992.00

ESTIMATED PROJECT TOTAL **\$168,852.00**

TASK 3.0: AS NEEDED EXCEEDANCE REPORTING

Exceedance Reports

5 Reports at \$2,420.00/Report	<u>\$12,100.00</u>	
SUB-TOTAL - TASK 3.0		\$12,100.00

AS NEEDED

Exceedance Reporting

1 Report at \$2,420.00/Report	\$2,420.00
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On-Site Inspection

1 4-hour Inspection at \$1,725.00/Inspection	\$1,725.00
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Daily Air Monitoring Report (automated)

1.0 Each at \$420.00/Month	\$420.00
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Optional Equipment

NO2 sensor module	
1.0 Each at \$329.00/Month	\$329.00

SO2 sensor module	
1.0 Each at \$329.00/Month	\$329.00

CO sensor module	
1.0 Each at \$329.00/Month	\$329.00

Fencing Fees (2 per month)	
2.0 Fence Enclosures at \$675.00/Fence Enclosures	\$1,350.00

Labor Category	Cost/hour
Principal	\$305
Project Env. Specialist/Manager	\$192
Staff Environmental Specialist	\$150
Administrator	\$99

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Changes to scope on a task may result in a change order request.

Assumptions

- Citadel's proposal includes an estimated number of field hours, equipment, administrative and travel time. Should additional hours, tasks and/or activities be deemed necessary, the Client will be notified. Citadel's scope of services and proposed compensation are based upon the site being completely accessible at the time of the work.
- Written recommendations and subsequent consultation for the Site will be based upon visual observation and information provided by the Client, and represents the conditions at the time of the site inspections only. Information obtained by interview of key personnel and/or inspection of sources are representative of Site conditions at the time of the investigation only.
- The Fort Mill School District will provide timely access to school sites, relevant planning documents (e.g., Emergency Operations Plan), and staff stakeholders necessary to complete the work.

Budget Conditions

- Additional labor in excess of eight (8) hours per shift will be invoiced at 150% of hourly rate. Additional labor in excess of twelve (12) hours per shift will be invoiced at 200% of hourly rate.
- Travel Expenses (e.g., lodging, airfare, auto rental, meals) are billed at cost plus 20%.
- Authorized Subcontracts, Equipment Rental, Project Supplies/Outside Vendor Services are billed as proposed.
- A minimum of four hours of on-site time may be applied unless notice of at least 24 hours is provided.

Prepared by: **Nalinna Rasu**
**Principal, Environmental
Compliance**

Signature: Nalinna Rasu

Reviewed by: **Julie Wojnowski**
Principal, ESG & Sustainability

Signature: Julie Wojnowski

Authorization

Work will be performed pursuant to Citadel's Terms and Conditions (attached). Citadel cannot commence work until the following authorization is completed by a client representative duly authorized to approve a Purchase Order or Change Order in the amount specified above. A signed PO/CO must then be sent to Citadel by email or US mail.

PO/CO #:

Name/Title:

Grey M. Young


Authorized Signature

12-17-25

Date

Disclaimer

The services to be performed by Citadel Environmental Services, Inc. ("Citadel"), d.b.a. Citadel EHS, in connection with this Proposal will be performed in accordance with generally and currently accepted engineering practices and principles; provided, however, Citadel will complete such services as directed by the Client and therefore such services will be limited in purpose and scope. The procedures and methodologies to be used by Citadel in its performance of services, and any recommendations as a result thereof, are not intended to meet the requirements under any specific laws or regulatory guidelines unless expressly set forth in this Proposal.

During its performance of the services, Citadel will rely on the information and data provided by or on behalf of Client and will assume all such information and data is correct and complete.

Citadel disclaims any inaccuracy in any deliverables provided pursuant to this Proposal as a result of any part or parcel of property to which Citadel was not provided access, or which was concealed, including, but not limited to, wall cavities/chases, ceiling plenums, below floor finishes, crawlspaces, below grade, beneath existing structures, or behind electrical panels.

EXCEPT FOR ANY WARRANTIES EXPRESSLY SET FORTH IN THIS PROPOSAL, CITADEL MAKES NO WARRANTIES HEREUNDER WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, AND CITADEL HEREBY DISCLAIMS ALL OTHER WARRANTIES.

All testing and remediation methods have reliability limitations and no method nor number of sampling locations can guarantee that a hazard will be discovered if contamination or other evidence of the hazard is not encountered within the performance of the services as authorized. Reliability of testing or remediation varies according to the sampling frequency and other service variables that are selected by Client. Citadel shall not be at fault or liable for any such limitations.

Payment

Client agrees to compensate Citadel Environmental Services, Inc. ("Citadel") for services performed and expenses incurred in accordance with the attached Terms and Conditions and this Proposal (together, the "Agreement"). Citadel will issue progress invoices monthly for services rendered and expenses incurred. Payment is due upon receipt and invoices are past due after 30 calendar days. Past due amounts are subject to a charge on the outstanding balance of eighteen percent (18%) per annum or the maximum amount permissible by law. Client shall pay Citadel's reasonable attorney's fees and all other reasonable costs and expenses associated with the collection of outstanding invoices. Client's obligation to pay for the services contracted for is in no way dependent upon Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, Client's acceptance of Citadel's services, or upon Client's successful completion of any project. Client shall remain obligated to pay Citadel for the contracted services even though testing results and/or the report may contain conclusions unfavorable to Client's interests.

Standard of Care, Warranty Disclaimer, Pre-Existing Conditions

Citadel warrants that it will perform services for Client using that degree of care and skill ordinarily exercised by, and consistent with the standards applicable to, persons performing similar services in such industry under similar conditions and timeframe, and in the same locality as the site(s) where the services are performed by Citadel (the "Site"). OTHER THAN THE WARRANTY SET FORTH IN THE PREVIOUS SENTENCE AND ANY WARRANTIES EXPRESSLY SET FORTH IN THE PROPOSAL, ALL OF WHICH SHALL EXPIRE 12 MONTHS FOLLOWING PERFORMANCE OF THE SERVICES, CITADEL MAKES NO WARRANTIES HEREUNDER OR THEREUNDER WITH RESPECT TO THE SERVICES OR ANY DELIVERABLES PROVIDED IN CONNECTION THEREWITH, EXPRESS OR IMPLIED, AND CITADEL HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

Prior to Citadel commencing performance of the services, Client shall provide Citadel with copies of any environmental studies, reports, and impact statements in Client's possession, and shall continue to provide any such materials promptly as they become available thereafter, in each case relating to any pre-existing hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions (the "Hazardous Conditions") at the Site. Client acknowledges that Citadel has neither created nor contributed to, and has no liability in connection with, the creation or existence of any Hazardous Conditions, whether known or unknown, and Citadel's compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to, contamination by, or the presence of such Hazardous Conditions. Accordingly, Client waives any Claim (defined below) against Citadel, its affiliates, and their respective officers, directors, employees, agents, and subcontractors (collectively, the "Citadel Parties") with respect to such Hazardous Conditions. If Citadel encounters a Hazardous Condition or other dangerous Site condition not addressed in the Proposal, including Client's failure to comply with Applicable Laws (defined below) related to the Site, Citadel may, upon recognizing the condition, stop work in the affected area and notify Client. In such event, any delay in Citadel's performance of work will be deemed a Force Majeure (defined below). When Citadel determines, in its discretion, that the material, substance or condition has been rendered harmless, Citadel shall resume work in the affected area.

Prior to Citadel commencing performance of the services, Client will assist Citadel in conducting a walk-through of all Sites where Client intends to do subsurface investigation and/or excavation in the field. During its performance of services hereunder, Citadel will take reasonable precautions to avoid damaging buried structures and utilities of which Citadel is notified in advance in writing.

In connection with Client's performance under this Agreement, Client shall comply with all laws, statutes, treaties, ordinances, judgments, decrees, injunctions, writs, orders, rules, regulations, and interpretations of any governmental authority applicable to Client or the Site ("Applicable Laws"), including permits, and environmental, health and safety laws. Insofar as jobsite safety is concerned, Citadel is responsible solely for Citadel Parties' activities on the Site, but this shall not be construed to relieve Client or any independent construction contractors from their responsibilities for maintaining a safe Site or otherwise complying with Applicable Laws. Unless set forth in the Proposal, neither professional activities of Citadel, nor the presence of Citadel Parties, shall be construed to imply Citadel has any responsibility for methods of work performance, supervision, sequencing of construction, or safety in, on or about the Site for any persons other than the Citadel Parties.

Client shall provide Citadel Parties the right to enter from time to time property owned by Client in order for Citadel to fulfill the scope of services indicated hereunder. Client waives the right to make any Claim against any Citadel Party related to any part or parcel of property to which Citadel is not provided access, or which is concealed, including, but not limited to, wall cavities/chases, ceiling plenums, below floor finishes, crawlspaces, below grade, beneath existing structures, or behind electrical panels. Client further understands and agrees that Citadel shall not be responsible to pay any costs incurred by Client to correct any damage to Client's property caused by Citadel's equipment, except to the extent such damage was caused by the gross negligence or willful misconduct of Citadel Parties.

Citadel is solely responsible for the performance of this Agreement and none of its directors, officers, employees or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence, except for acts of gross negligence, intentional torts, or willful misconduct.

Limitations of Method Reliability

Client recognizes and agrees that all testing and remediation methods have reliability limitations and that no method nor number of sampling locations can guarantee that a hazard will be discovered if contamination or other evidence of the hazard is not encountered within the performance of the services as authorized. Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency and other service variables selected by Client and that factors other than reliability, including cost, have been considered in Client's selection of services. Client agrees that it has knowledgeably accepted these limitations and that Citadel shall not be at fault or liable for any such limitations.

Client recognizes that Citadel uses the industry standard technology at the time the services are performed and commonly accepted industry standards, practices and procedures in the performance of its responsibilities to Client.

Limitations

Client agrees that Citadel will not be held liable for future changes in industry standards, practices and procedures, nor for revelations or changes in technology. In no event shall Citadel be liable for latent or hidden conditions not directly observed by Citadel. NOTWITHSTANDING ANY OTHER PROVISION UNDER THIS AGREEMENT, THE AGGREGATE LIABILITY OF

CITADEL UNDER OR IN RELATION TO THIS AGREEMENT AND THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (A) \$50,000.00 AND (B) THE AMOUNT ACTUALLY PAID BY CLIENT FOR THE SERVICES PERFORMED UNDER THE PROPOSAL. IN NO EVENT SHALL CITADEL BE LIABLE TO CLIENT FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, IN EACH CASE, LOST REVENUES OR PROFITS), WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT CITADEL WAS ADVISED OF SUCH LOSSES/DAMAGES IN ADVANCE, ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, OR THE SERVICES OR DELIVERABLES IN CONNECTION THEREWITH, AND WHETHER SUCH LIABILITY IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY OR OTHERWISE).

Claims

Client shall pay, in addition to any indemnification obligations of Client hereunder, Citadel's costs (including attorney's fees and court costs) of defending itself against any Claims Client or any third party makes against any Citadel Party related to the services performed pursuant to this Agreement that are not adjudicated to be valid.

Indemnity

In performing its services under this Agreement, Citadel shall be deemed to be acting as an independent contractor, and only to the extent and specific purposes set forth in this Agreement. Nothing herein shall, at any time, be construed as to create a relationship of employer and employee, partnership, principal and agent, or joint venture partner, between Client and Citadel. Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, and subcontractors (the "Indemnified Parties") from and against any and all losses, damages, liabilities, settlements, penalties, fines, costs, and expenses (including reasonable attorneys' fees and expenses and court costs) (collectively, "Losses") arising out of or resulting from any claim, demand, suit, or other action (including by any governmental authority) ("Claims"), in each case incurred in connection with or arising out of (a) the negligence or willful misconduct of the Indemnifying Party, its affiliates, or their officers, directors, employees, agents, or subcontractors, (b) the breach of any representation, warranty or covenant under this Agreement by the Indemnifying Party, and/or (c) if Client is the Indemnifying Party, (i) the presence or release of, exposure to, or exacerbation of, any Hazardous Condition at the Site, including related to Citadel's performance of services hereunder, and/or (ii) buried structures and utilities of which Client did not promptly notify Citadel, which were not properly located on plans furnished to Citadel or which were not properly located by locating companies called to the Site by or on behalf of Client to identify such structures and utilities, except, for each of items (a)-(c), to the extent arising from the negligence or willful misconduct of the Indemnified Party.

Termination; Suspension of Services

If Client breaches any representation, warranty or covenant in this Agreement, and fails to cure such breach within 15 days after Citadel notifies Client of such breach, Citadel may, at its option (a) terminate this Agreement, or (b) if such breach is a failure to pay any outstanding invoice, in whole or in part, suspend its performance of services until such amounts have been paid in full, and in each case pursue all rights and remedies available at law or in equity. Upon termination of this Agreement, Client shall immediately pay Citadel all amounts outstanding for services performed through the date of termination.

Confidentiality

Each party shall treat all Confidential Information of the other party (the "Disclosing Party") as strictly confidential and wholly owned by the Disclosing Party, and shall not use, distribute, disclose, reproduce or otherwise communicate any Confidential Information to any person for any purpose other than in accordance with the terms of this Agreement, unless (a) required to disclose such information by judicial or administrative process or by other requirements of applicable law, in which event the non-Disclosing Party shall use its reasonable efforts to provide the Disclosing Party with prompt prior notice thereof, (b) required by a governmental authority to be included in a publicly filed document, including in connection with a permit application, or (c) disclosed to those of its employees, officers, directors, agents, representatives, independent contractors, applicable governmental authorities and affiliates who need to know such Confidential Information for a purpose reasonably related to the performance of this Agreement; provided, that any recipient of Confidential Information shall agree to keep Confidential Information confidential on terms similar to those contained in this paragraph and the non-Disclosing Party shall be liable for any breach of these provisions by such recipient. "Confidential Information" means all information supplied by any party to the other hereunder or in connection herewith (w) which is marked as "proprietary" or "confidential," (x) which is supplied orally with a contemporaneous confidential designation, or (y) which is known or should be known by the receiving party to be confidential or proprietary information or documentation of the Disclosing Party. Notwithstanding the foregoing, Confidential Information shall not include information which: (1) at the time of disclosure to the receiving party is in the public domain or thereafter enters the public domain through no breach of this Agreement by the receiving party; (2) is already known by the receiving party at the time of disclosure by the Disclosing Party and such information is not otherwise subject to any confidentiality obligations of the receiving party; (3) is received from a third party who, to the receiving party's knowledge, may disclose such information without violation of any confidentiality obligation; or (4) is independently developed by the receiving party without reference to the Disclosing Party's Confidential Information. All concepts, improvements, designs, works of authorship, processes, software code, databases, or other results, deliverables and materials made, created, authored or developed by or on behalf of Citadel in connection with its performance of services under this Agreement are the sole and exclusive property of Citadel.

Restrictive Covenant

Citadel is not an employment agency. Its services are provided at great expense to Citadel. In consideration thereof, during the term of this Agreement and for the twelve (12) month period immediately following the period for which a Citadel employee last performed services for the Client under this Agreement, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such employee to leave the employ of Citadel, or hire or engage such employee. If any employee provided by Citadel to Client is engaged by Client to perform services, either directly or indirectly, within twelve (12) months of that employee's last day of work at Client through Citadel, the Client will pay Citadel, as an employment finder's fee, an amount equal to 50% of the employee's first year salary, including bonuses, with Client. The parties agree that the finder's fee as described in this Agreement are a genuine estimate of Citadel's foreseeable costs to replace and train a replacement employee.

Miscellaneous

All consents, notices, or other communications hereunder shall be (a) sufficient if given in writing and delivered in person or by email, overnight courier, or certified mail, postage prepaid, return receipt requested, to the receiving party at the address or email address listed on the Proposal, with a copy to the chief executive officer of the receiving party, or to such other address or email address as such party may have given to the other by notice pursuant to this paragraph; and (b) deemed delivered, given, and received (i) on the date of delivery, in the case of delivery via personal delivery or email, (ii) on the delivery or refusal date, as specified on the return receipt in the case of certified mail, or (iii) on the tracking report, in the case of overnight courier.

To the extent a party is rendered wholly or partly unable to perform, or is delayed in the performance of, its obligations under this Agreement due to an event that (a) is beyond its reasonable control, and (b) is not the result of negligence, willful misconduct, breach of contract, or intentional act or omission of the affected party (a "Force Majeure"), such failure to perform or delay in performance will not constitute a default under this Agreement and if a Force Majeure delays Citadel's ability to meet any deadline for the performance of services, Citadel shall be entitled to a day-for-day extension of such deadline until such Force Majeure is removed.

The validity, interpretation, and enforcement of this Agreement will be governed by the laws of the State of California without giving effect to the choice of law doctrine. Any suit, action or other legal proceeding by or against any party with respect to or arising out of this Agreement shall be brought in any state or federal court in Los Angeles County, California. IN ALL CASES, EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY AND ALL ACTIONS, CLAIMS AND DISPUTES IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. IF CLIENT VIOLATES, OR THREATENS TO VIOLATE, THE CONFIDENTIALITY OBLIGATIONS SET FORTH HEREIN, CITADEL MAY SEEK, AT VENDOR'S SOLE COST, IMMEDIATE AND PERMANENT INJUNCTIVE RELIEF IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES CITADEL HAS AT LAW OR IN EQUITY, AND POSTING OF A BOND OR CASH SHALL NOT BE REQUIRED AS A PRE-CONDITION TO SUCH RELIEF.

Except as otherwise stated herein, the terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person. Client may not assign or otherwise transfer this Agreement or any obligation hereunder without providing advance written notice to Citadel.

The remedies of the parties hereunder are cumulative and in addition to all rights and remedies at law and in equity. No delay in exercising or failure to exercise a right or remedy shall impair that or any other right or remedy or be construed as a waiver of any such right or remedy. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, usages of trade, and courses of dealing. This Agreement may be altered, amended or waived only by the written agreement of an authorized representative of each party. If any provision of this Agreement is held void or unenforceable, the remaining provisions shall remain in full force and effect.

In the event of a conflict between these Terms and Conditions and the Proposal, these Terms and Conditions shall apply unless the specific provision of the Proposal states otherwise. The provisions of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

Initials

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