



TERMS & CONDITIONS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties submitted by electronic transmission in Adobe Acrobat format (or similar format) shall be deemed to be their respective original signatures for any purposes whatsoever. By signing below, PURCHASER acknowledges having read this Agreement and agrees that the following documents have been incorporated into this Agreement: the Purchase Agreement, Project Information, Specifications (M5), Rendering, and B10. PURCHASER fully understands and accepts this Material Package Agreement.

The Total Purchase Price in this Agreement shall be binding for a period of 8 weeks from the date of the last signature on this Purchase Agreement ("Effective Date"). If BG Supply mobilization or procurement has not begun within this time frame, BG Supply reserves the right to change the price or cancel this Agreement.

1. Except as expressly provided herein, this Agreement is for the exclusive benefit of the parties and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations, and agreements, either written or oral.

2. Seller (FBI Buildings, Inc. dba BG Supply or "BG Supply") shall sell to Purchaser and Purchaser shall purchase from Seller the goods upon the terms and conditions set forth in this Agreement.

3. Price: Purchaser shall purchase the goods from Seller at the Total Purchase Price set forth in this Agreement. The Total Purchase Price includes delivery costs (if the Purchaser chooses the BG Supply Delivery option), but excludes all sales, use, excise, and any other similar taxes that are the responsibility of, and payable by, the Purchaser to the Seller if applicable.

4. Change Orders: The Total Purchase Price is subject to change based on (1) the Seller's engineering team's final review of the "Specifications (M5)" document and all estimated project costs; and (2) the Purchaser's written requests that differ from the Specifications (M5) document. If the parties agree in writing to changes as a result of (1) or (2) above, the parties will document such changes, and the resulting change in the Total Purchase Price, in a written Change Order signed by both parties.

5. Payment terms: All payments shall be due from Purchaser upon receipt of Seller's invoice. Interest of one and one-half percent (1-1/2%) per month, eighteen percent (18%) per year, will be charged on all past due accounts.

6. Delivery: if the Purchaser chooses the BG Supply Delivery option, the goods will be delivered to the Purchaser's chosen delivery point ("Delivery Point") within a reasonable time after the Effective Date of this Agreement. Seller shall not be liable for any delays, loss, or damage in transit. Purchaser shall take delivery of the goods on the scheduled date of delivery ("Delivery Date").

7. Title and Risk of Loss: Title and risk of loss pass from BG

Supply to Purchaser upon delivery and off-loading of the goods at the Delivery Point, unless the Purchaser chooses the Purchaser Pick-up and/or the Purchaser Off-Loading options, in which cases the title and risk of loss pass from BG Supply to Purchaser upon Purchaser's Pick-up and/or Purchaser's Off-Loading of the goods.

8. Inspection and Rejection of Non-conforming Goods: Purchaser shall inspect the goods at the time of pickup/delivery/off-loading. Purchaser will be deemed to have accepted the goods unless it notifies Seller in writing of any non-conforming goods within five (5) days of inspection, and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: goods received are different than identified in this Agreement.

9. If Purchaser timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming goods, or (ii) credit or refund the price for such Nonconforming Goods. Purchaser shall ship, at Seller's expense and risk of loss, the Nonconforming Goods to Seller's facility located at 3823 W. 1800 S. Remington, IN 47977. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Purchaser's shipment of Nonconforming Goods, ship to Purchaser, at Seller's expense and risk of loss, the replaced goods to the Delivery Point. Purchaser acknowledges and agrees that the remedies set forth in this Section 8 of this Agreement are Purchaser's exclusive remedies for Nonconforming Goods.

10. Confidential Information. All non-public, confidential, or proprietary information of Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement, and may not be disclosed or copied unless authorized by Seller in writing. Upon Seller's request, Purchaser shall

promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Purchaser at the time of disclosure; or (c) rightfully obtained by the Purchaser on a non-confidential basis from a third party.

11. Limitation of Liability: IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED ONE (1) TIMES THE TOTAL OF THE AMOUNTS PAID TO THE SELLER FOR THE GOODS SOLD HEREUNDER.

13. The entire liability of BG Supply under this Agreement will be discharged by the return of any monies which the Purchaser has deposited as a condition of this Agreement.

14. Force Majeure. Neither Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for Purchaser's obligations to make payments to Seller), when and to the extent such failure or delay is caused by or results from acts beyond the control of the impacted party, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials.

15. Indemnification. Purchaser shall indemnify, defend, and hold harmless Seller, FBI Buildings, Inc., and their officers, directors, employees, agents, parent companies, affiliates, successors, and assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies,

claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, relating to or arising out of any claim of a third party in connection with the goods purchased from Seller, or Purchaser's negligence, willful misconduct, or breach of this Agreement. Purchaser shall not enter into any settlement without the Seller's or Indemnified Party's prior written consent.

16. Termination. In addition to any remedies that may be provided in this Agreement, Seller may terminate this Agreement with immediate effect upon written notice to Purchaser, if Purchaser: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Seller shall be entitled to recover from Purchaser, within a reasonable period of time following termination, payment for all goods delivered but not yet paid for, including reasonable overhead and profit.

17. Assignment: The Purchaser shall not assign, transfer, delegate, or subcontract any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the Seller. Any purported assignment, transfer, delegation, or subcontract in violation of this Section 17 shall be null and void. No assignment, transfer, delegation, or subcontract shall relieve Purchaser of any of its obligations hereunder.

18. This Agreement is binding upon the parties hereto, and their heirs, executors, successors, and permitted assigns.

19. Dispute Resolution, Jurisdiction, Choice of Law, and Costs. In the event of a claim or dispute arising from or relating to this Agreement ("Claim"), within 10 days written notice, authorized representatives of the parties shall participate in good faith discussions to resolve the Claim. If the Claim is not resolved within 10 days from the initial discussion, either party may submit the Claim to nonbinding mediation by a qualified mediator agreed to by the parties, and each party agrees to participate in such mediation in good faith at its own expense. If the Claim is not resolved within thirty (30) days following the commencement of such mediation, or mediation has not commenced within sixty (60) days following the submission of the Claim for mediation, both parties agree to submit to the exclusive jurisdiction of the state or federal courts in Jasper County, Indiana for any action arising from or relating to this Agreement ("Action"). The prevailing party in any Action shall be entitled to recover its attorneys' fees and court costs from the other party. This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State of Indiana, without regard to the conflict of laws provisions thereof.