AGREEMENT

THIS AGREEMENT is made and entered into as of February 1, 2019, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "CRA") having an address at 776 N.E. 125th Street, North Miami, Florida 33161, and **CINTEL LLC**, a Florida limited liability company (the "Vendor") having an address at 3030 N Rocky Point Drive, Suite 150A, Tampa, Florida 33607.

RECITALS

1. The CRA desires to engage the Vendor for provision of the services as set forth in the Scope of Work (as defined below), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. **General Intent.** The intent of this Agreement is to set forth the rights and obligations of the parties with respect to the provision by the Vendor to the CRA to provide all necessary equipment, labor, and materials for the purchase, installation, configuration and programming of a License Plate Reader System for the City of North Miami Police Department pursuant to that certain RFP No. 13-17-18 issued by the City of North Miami on behalf of the CRA (the "Solicitation") as set forth in that certain proposal in response to the Solicitation attached hereto as Exhibit "A" and by this reference made a part hereof (the "Proposal"). The parties acknowledge and agree that the Solicitation and Proposal contain certain terms and conditions that are incorporated into this Agreement; provided, however, in the event there is any conflict between the terms and conditions of this Agreement and the Solicitation, the more stringent terms and conditions shall control. The parties further acknowledge and agree that the Proposal contains a proposal from AUM Construction, Inc., a Florida corporation (the "Subvendor"). Vendor shall be responsible to the CRA for all acts and omissions of Subvendor to the same extent that Vendor is responsible to the CRA under this Agreement. Without limiting the foregoing and in the context thereof, all references herein to the Venfor shall also mean and refer to the Subvendor as the context shall dictate. The Solicitation contains a Scope of Work and references the Plans and Specifications for both Vendor and Subvendor, which shall mean and be referred to as the "Scope of Work" for purposes of this Agreement.

2. **Services and Responsibilities**

2.1 The Vendor hereby agrees to perform the services described in the Proposal for the not to exceed fee set forth in Section 4 below. The Vendor shall be solely responsible for the satisfactory and complete execution of the Scope Work. The Vendor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Scope of Work. The Scope of Work shall generally be performed at the direction of the CRA and completed in accordance with the time frames set forth in Section 6 of the Proposal. In the event of any delay caused or claimed by the Vendor to be caused in whole or in part by the CRA, an extension of time shall be the Vendor's sole remedy and the Vendor hereby waives any claims for delay damages.

2.2 The Vendor hereby represents and warrants to the CRA that it or the Subvendor, as applicable, possess (a) the skills necessary to perform the Scope of Work as required by this Agreement and (b) all necessary licenses to perform the Work as an electrical contractor including, but not limited to, an Electrical Contractor's License issued by the State of Florida, as well as any licenses required by the State of Florida, Miami-Dade County, and the City of North Miami.

2.3 Any work performed by the Vendor that fails to meet the requirements of this Agreement, or otherwise is defective or contains errors, conflicts, or omissions, will be promptly corrected by the Vendor at no cost to CRA. The Vendor will promptly reimburse CRA for any and all damages, including fines and incidental damages, without limitation, resulting from the defective work.

2.4 The Vendor shall perform the Scope of Work in a manner that complies with any governing codes, laws, or ordinances including the Florida Building Code. Although the CRA shall review all work completed by the Vendor, the CRA shall not be responsible to the Vendor for any failure to comply with any governing codes, laws, or ordinances including the Florida Building Code.

2.5 The Vendor shall maintain one record set of all plans and specifications in good order and marked currently to record all changes made during installation and an accurate location of all portions of the work sufficient to prepare accurate as-built plans and specifications. The as-built plans and specifications shall provide as much accuracy as possible, and submission of same to CRA upon Final Completion shall be a condition precedent to the final payment.

2.6 Vendor shall report to the CRA Executive Director. During the conduct of the performance of its services, Vendor shall schedule regular meetings with the CRA Executive Director or his designee to discuss the progress of the work.

2.7 Vendor hereby represents to the CRA, with full knowledge that CRA is relying upon these representations when entering into this Agreement with Vendor, that Vendor has the professional expertise, experience and manpower to perform the services to be provided by Vendor pursuant to the terms of this Agreement. Vendor shall maintain during the term of this Agreement all necessary licenses and qualifications required by applicable law.

2.8 The Vendor shall pay when due all sales, consumer, use, and other similar taxes required by law and shall secure all permits, fees and licenses necessary for the execution of the Work.

2.9 The Vendor may not substitute general or specified products or materials of like quality without the written consent of the CRA in each instance. Vendor shall make no modifications to dimensions, within normal construction tolerances, without prior written consent from the CRA in each instance.

2.10 The Vendor warrants to the CRA that materials and equipment furnished under this Agreement will be of good quality and new, that the Scope of Work will be free from defects not inherent in the quality required or permitted, and that the Scope of Work will conform to the requirements of the Contract Documents and applicable laws. Any portion of the Scope of Work not conforming to these requirements, including substitutions not properly approved

and authorized, may be considered defective. All defective portions of the Scope of Work shall be replaced or repaired at Vendor's sole cost and expense.

2.11 Vendor agrees to repair, at Vendor's own cost and expense any portion of the Scope of Work that may prove to be defective.

2.12 Upon final completion and as a condition to the final payment, Vendor shall deliver to the CRA all manufacturer's warranties, if any, covering the consumer products to be conveyed to the CRA herein.

2.13 The Vendor represents that Vendor has made any and all investigations essential to a full understanding of any difficulties which may be encountered at the sites. Execution of this Agreement shall constitute acceptance by the Vendor of existing site conditions as a part of the requirements for this Scope of Work; it being expressly understood and agreed that the Vendor shall not be entitled to any additional compensation and/or fees for any pre-existing conditions including, but not limited to, concealed or unknown conditions at the project sites which may in any way affect the Scope of Work. Vendor has specifically examined the project sites and affirms that it is fit to receive the Scope of Work.

3. **Relationship of the Parties.** The Vendor accepts the relationship of trust and confidence established by this Agreement and covenants with the CRA to cooperate with the CRA and exercise the Vendor's skill and judgment in furthering the interests of the CRA; to furnish efficient business administration and supervision, and to perform the Scope of Work in an expeditious and economical manner consistent with the CRA's interests. The CRA agrees to furnish or approve, in a timely manner, information required by the Vendor and to make payments to the Vendor in accordance with the requirements of this Agreement.

4. **Compensation; Method of Payment; Term of Agreement.**

4.1 Compensation for the services provided by the Vendor to the CRA for the initial three year Pilot Program shall be based on and paid in accordance with the Payment Schedule set forth on page 30 in Section 7 of the Proposal and by this reference made a part hereof in the not to exceed amount of One Hundred Sixty Five Thousand and 00/100 Dollars ($165,000.00). The fees in the not to exceed amount of One Hundred Sixty Five Thousand and 00/100 Dollars ($165,000.00) represent and contain all amounts due and payable for the services provided by the Vendor as set forth in the Scope of Work including any out-of-pocket and third party costs which may be incurred and/or paid by the Vendor. Payment by the CRA of the fees for the Scope of Work performed shall be deemed full compensation to the Vendor for the performance of this Agreement. In the event additional labor, materials, costs or expenses are necessary to complete the Work in excess of One Hundred Sixty Five Thousand and 00/100 Dollars ($165,000.00), such amounts shall be the sole responsibility of Vendor; it being acknowledged and agreed that the not to exceed amount for the Scope of the Work shall be the maximum amount the CRA shall be required to pay for the Scope of Work unless the such amount was increased or decreased by a Change Order. Vendor acknowledges and agrees that the fees of the Vendor set forth in the Payment Schedule include the fees of the Subvendor.

4.2 This term of this Agreement is for an initial three year Pilot Program with an option for the CRA to renew for two (2) additional one (1) year periods at the discretion of the CRA Executive Director or his/her designee. If the CRA elects to renew the term of this Agreement for one or both of the two (2) renewal terms of one (1) year each, the compensation

for the services provided by the Vendor to the CRA shall be negotiated and agreed upon based on the fees provided in the Proposal; provided, however, in the event the parties cannot agree on such compensation, the CRA shall have the right to terminate this Agreement upon written notice to the Vendor, in which case, this Agreement shall terminate and the parties shall be relieved of all rights and obligations hereunder except those that expressly survive the termination or expiration of this Agreement.

4.3 The Vendor shall submit to the CRA a written invoice for compensation. Each invoice shall include a detailed billing statement for services rendered and any other supporting documentation as reasonably requested by the CRA. Notwithstanding the foregoing, as a condition to each progress payment, if applicable, the Vendor shall have furnished CRA with a partial lien waiver and release signed by Vendor, conditioned upon payment, for all Work performed that is included in the current invoice, in the form set forth in Florida Statutes Chapter 713, and shall have furnished CRA with partial lien waivers and releases signed by all persons or entities giving Notice to Owner for the furnishing any labor or material, equipment, services, and materials for the project and for all Work performed by same that is included in the respective prior invoice. With respect to the procedures for payment, the CRA and the Vendor agree to comply with and be bound by the provisions of Part VII, Chapter 218, Florida Statutes, entitled the Local Government Prompt Payment Act.

4.4 Notwithstanding the foregoing or anything in this Agreement to the contrary, neither any progress payment or the final payment shall be due or owing to the Vendor until all of the requirements of this Agreement and Chapter 713, Florida Statutes, have been satisfied.

5. Changes in Scope of Work. The CRA may request changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement including the approval of the CRA Board.

6. Termination.

6.1 Termination by the Vendor. The Vendor may terminate this Agreement if the CRA fails to make a payment as required by this Agreement followed by written notice thereof from the Vendor to the CRA and the CRA's continued failure to make such payment for fifteen (15) days following the receipt of such notice. If the Vendor terminates this Agreement as set forth in the previous sentence, the Vendor shall be entitled to recover from the CRA payment for the Scope of Work executed up to the date of termination but shall not be entitled to any other damages including, but not limited to, consequential and/or punitive damages. The Vendor hereby waives any claims for consequential and/or punitive damages in connection with, related to or arising from this Agreement. Any termination or purported termination by the Vendor for any reason other than the CRA's nonpayment shall be void thereby entitling the CRA to its rights and remedies available at law and in equity.

6.2 Termination by the CRA for Cause. The CRA may terminate this Agreement if the Vendor:

6.2.1 Persistently or repeatedly refuses or fails to follow the CRA's directions relative to the performance of the Scope of Work including, but not limited to, failing to

perform the Scope of Work or any portion thereof within agreed upon time frames;

6.2.2 Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or

6.2.3 Otherwise materially breaches any provision of the Agreement Documents.

When any of the above reasons exist, the CRA may without prejudice to any other rights or remedies and after giving the Vendor seven (7) days' written notice, terminate this Agreement and the employment of the Vendor. The Vendor shall not be entitled to receive payment for the Scope of Work completed until the remainder of the Scope of Work is finished and, in addition to any other rights available to the CRA at law or in equity, the Vendor shall be liable to the CRA for all reasonable excess completion costs and costs to correct as a result of said termination.

6.3 Termination by the CRA for Convenience. Notwithstanding anything in this Agreement to the contrary, the CRA shall have the right, for whatever reason and in its sole discretion, to terminate this Agreement without penalty or liability by providing the Vendor with seven (7) days' written notice thereof. Upon such termination, this Agreement shall be null and void, except that the Vendor shall be entitled to payment for the Scope of Work executed up to the date of termination. Any of the Vendor's then outstanding and/or unfulfilled duties and/or obligations under this Agreement accruing prior to such termination shall survive the termination of this Agreement. The Vendor acknowledges and agrees that the Vendor shall not be entitled to, and hereby waives any claims for, any damages in the event that the CRA exercises its termination right hereunder including, but not limited to, any consequential or punitive damages.

7. Insurance. The Vendor shall purchase and maintain insurance, and also cause the Subvendor to purchase and maintain insurance, as follows.

7.1 Worker's Compensation Insurance coverage in accordance with Florida statutory requirements.

7.2 Commercial General Liability Insurance coverage with limits of no less than $1,000,000 per occurrence and $2,000,000 in the aggregate, which policy shall include coverage of the contractual liabilities contained in this Agreement.

Certificates of insurance from insurers acceptable to the CRA shall be delivered to the CRA upon execution of this Agreement. Only with respect to commercial general liability insurance, the certificates shall (a) name the CRA as an additional insured and loss payee and (b) contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the CRA. Failure of the Vendor to obtain and maintain required insurance shall be grounds for termination of this Agreement by the CRA. The Vendor shall require the Subvendor and any subcontractors to provide liability insurance with the same insurance coverage as set forth above.

8. Indemnification. In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, as may be amended, the Vendor agrees, and shall cause the Subvendor, to indemnify, protect, defend, and hold harmless the CRA, its members, managers, officers, employees, consultants, and agents from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to

the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Scope of Work. The foregoing indemnity is limited to $1,000,000 per occurrence, which monetary limitation on the extent of the indemnification both parties acknowledge and agree bears a reasonable commercial relationship to the Agreement; provided, however, that the Vendor's indemnity obligations hereunder are not limited by the availability of insurance proceeds. In the event that any claims are brought or actions are filed against the CRA with respect to the indemnity contained herein, the Vendor agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

9. Miscellaneous

9.1 Ownership of Documents. All plans, specifications, shop drawings, as well as any and all documents prepared by the Vendor and Subvendor pursuant to or in connection with this Agreement are and shall remain the exclusive property of the CRA. Upon request of the CRA and/or upon the termination or completion of this Agreement, Vendor shall promptly deliver to the CRA all or any portion of the above referenced documents including the tapes or discs relating thereto. Vendor further acknowledges that CRA may post any of such documents on the CRA's website. Such documents may be posted by CRA without the prior authorization of Vendor. No additional fee or compensation will be paid to Vendor by CRA for such posting.

9.2 Records. The Vendor shall keep books and records and require the Subvendor and any subcontractors to keep books and records as may be necessary in order to record complete and correct accurate records with respect to this engagement. Such books and records will be available at all reasonable times for examination and audit by the CRA and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement, unless contacted by the CRA and advised such records must be kept for a longer period. The Vendor shall further be required to respond to the reasonable inquiries of any successor Vendor and allow any successor Vendor to review the Vendor's working papers related to matters of continuing accounting, reporting, or auditing significance. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the CRA of any fees or expenses based upon such entries.

9.3 Independent Vendor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Vendor is an independent contractor under this Agreement and not the CRA's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The Vendor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Vendor's activities and responsibilities hereunder. The Vendor agrees that it is a separate and independent enterprise from the CRA, that it has full opportunity to find other business, that it has to make its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint

employment relationship between the Vendor and the CRA, and the CRA will not be liable for any obligation incurred by the Vendor, including by not limited to unpaid minimum wages and/or overtime premiums.

9.4 Assignments; Amendments.

9.4.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Vendor without the prior written consent of the CRA, which consent may be withheld by the CRA in its sole and absolute discretion. This Agreement shall run to the CRA and its successors and assigns.

9.4.2 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith and approved by the CRA Board.

9.5 No Contingent Fees. The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or form, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CRA shall have the right to terminate this Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

9.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, the Vendor and the CRA designate the following as the respective places for giving such notice:

CRA: Larry M. Spring, Jr.
CRA Executive Director
City Hall
776 N.E. 125th Street, 4th Floor
North Miami, Florida 33161
Telephone No. (305) 895-9888
Facsimile No. (305) 893-1367

With a copy to:

Steven W. Zelkowitz
CRA Attorney
Fox Rothschild LLP
One Biscayne Tower

2 S. Biscayne Boulevard, Suite 2750
Miami, Florida 33131
Telephone No. (305) 442-6540
Facsimile No. (305) 442-6541

Vendor: Cintel LLC
3030 N Rocky Point Drive, Suite 150A
Tampa, Florida 33607
Attn: Alan Farash, Manager
Telephone No.
Facsimile No.

9.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

9.8 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

9.9 Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement, and is incorporated herein by reference.

9.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the Agreement's fundamental terms and conditions remain legal and enforceable, the remainder of the Agreement shall continue in full force and effect, remain operative and binding, and shall be enforced to the fullest extent permitted by law.

9.11 Governing Law; Venue. This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

9.12 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CRA and the Vendor and supersedes all prior negotiations, representations, or agreements, either written or oral.

9.13 No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations, or causes of action in favor of any third party against either the CRA or the Vendor.

9.14 Ethics Requirements. The Vendor is responsible for educating itself on the various ethics and conflict of interest provisions of Florida law, Miami-Dade County Ordinance and City Code. The Vendor shall not employ, directly or indirectly, the mayor, any member of the City Council, or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation from receipt of a benefit or to profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected party may seek a conflict of interest opinion from

the State of Florida Ethics Commission and/or Miami-Dade County Ethics Commission regarding conflict of interest provisions.

9.15 No Liens. Vendor shall take all action necessary to prevent any liens from being recorded against the property upon which the Scope of Work is being performed; provided; however, in the event any person including but not limited to, the Subvendor or any subcontractor records a lien against such property arising from the Vendor's performance or non-performance, payments due the Vendor shall be withheld in such amounts as the CRA, in its sole discretion, deems sufficient to completely protect and indemnify the CRA and the City from any loss, damage or claim (including attorneys' fees and costs) until the conditions requiring such measures have been completely remedied by the Vendor to the satisfaction of the CRA. The Vendor shall, within twenty (20) days of notice of the filing of any such lien, satisfy such lien or shall provide proper bonds to remove the lien from the property pursuant to Florida Law. If the lien or other condition is not remedied by the Vendor within this period of time, the CRA may, at his option, proceed to satisfy the lien from the funds held by the CRA and then deduct such amounts from any payments due or becoming due to Vendor. Alternatively, the Vendor shall reimburse the CRA for all sums so expended to remove the lien to the extent the expenditure exceeds the amount held by the CRA.

9.16 Prevailing Party's Attorney's Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

9.17 Counterparts. This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need to be produced as evidence of the terms hereof. A copy of this Agreement and any signature thereon shall constitute an original for all purposes.

9.18 Radon Notice. Radon is a naturally, occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Department.

9.19 Survival. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

9.20 Remedies Cumulative. The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.

9.21 No Waiver. One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for

any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights with respect to such breach.

10. WAIVER OF JURY TRIAL. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

Vendor:

CINTEL LLC
a Florida limited liability company

By:_____
Alan Farash
Manager

CRA:

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic

By:_____
Dr. Smith Joseph
Chairman

By:_____
Larry M. Spring, Jr.
Executive Director

Attest:

By:_____
Michael A. Etienne, Esq.
City Clerk

Approved as to form and legal sufficiency:

By:_____
Fox Rothschild LLP, CRA Attorney

EXHIBIT "A"

Proposal