

Prepared For: Jimmy Cox

Date: 1/19/2015

Job Name: Waskom ISD Elementary School

Proposal Number: SS-140182

Delivery Terms: Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms: Net 30 Days

Storer is pleased to provide the enclosed proposal for your review and approval.

Scope:

Storer Services proposes to supply, install, and program a new web-based, open protocol control system including the following:

- Schneider Smart Struxure Lite, ZigBee Pro, web-based control system
- Off site hosting of software, graphical front-end user interface & scheduling
- Floor plan graphics
- 3D unitary graphics
- Discharge Air Sensors
- ½ day of on-site training



Cafeteria & Special Education Wing:

- (2) Smart Struxure Lite Gateway Routers
- (12) ZigBee Room Controllers

Gym:

- (1) Smart Struxure Lite Gateway Router
- (6) ZigBee Room Controllers

Includes installation of new CAT5 cable/conduit from IT room, under existing awning and connection to gateway router

Kindergarten Building:

- (1) Smart Struxure Lite Gateway Router
- (6) ZigBee Room Controllers

1st Grade Building:

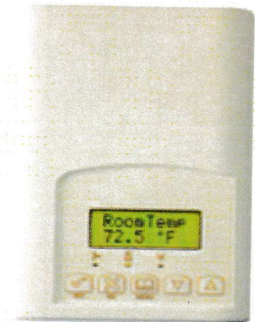
- (1) Smart Struxure Lite Gateway Router
- (4) ZigBee Room Controllers

2nd Grade Building:

- (1) Smart Struxure Lite Gateway Router
- (7) ZigBee Room Controllers

3rd & 4th Grade Wing:

- (1) Smart Struxure Lite Gateway Router
- (11) ZigBee Room Controllers



Exclusions:

- Security or access control
- Internet connection to new gateway routers (to be provided by others)
- Dedicated computer/workstation (Niagara is a web-based system)
- Any work not specifically mentioned in the scope of work section of this proposal

Total Net Price \$ 36,749
(Monthly Hosting and Help Desk Fee) \$ 150/month

This proposal is subject to your acceptance of the attached Storer Equipment terms and conditions.

Lighting

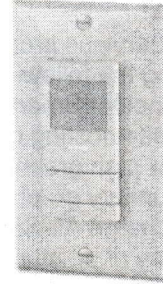
- T8 LED Replacement Lamps (existing ballast to be removed)
- LED-6115-00-UL-4-CW-N
- 5Year Warranty

Lighting Count Breakdown by Area

Admin and Café -	252
Special Ed -	106
Gym -	72
Kindergarten Building -	144
1st Grade Building -	206
2nd Grade Building -	158
3rd & 4th Grade Wing -	186

Motion Detector/Switch

- Dual Technology with built in timer
- WSX PDT WH
- 5Year Warranty



Motion Detector/Switch Breakdown by Area

Admin and Café -	8
Special Ed -	7
Kindergarten Building -	6
1st Grade Building -	7
2nd Grade Building -	8
3rd & 4th Grade Wing -	10

Total Net Price **\$ 32,271.00**

This Price Excludes Installation of Lamps and Motion Detectors

Total Net Price for Above **\$ 69,620.00**

Payment Terms – For work to be completed in June 2015 a 30% down payment is required by March 31, 2015 along with the approved proposal. The final invoice will be sent in July with 60 day payment terms and due September 1, 2015.

Sincerely,

Jeff Lee – Storer Services
Keenan Jennings - Storer Services

Storer Services
504 W 67th Street
Shreveport, LA 71106

ACCEPTANCE OF PROPOSAL — The above prices, specifications and conditions are satisfactory and are hereby accepted.

Signature: _____ P.O. # _____ Date: _____

Storer Proposal 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. If your order is an acceptance of a written Proposal, on a form provided by Storer Equipment Company, Ltd., 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 Storer's offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Storer shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by Storer on this order will in any event constitute an acceptance by Customer of these terms and conditions.

Exclusions From Work. Storer's 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). Optional software applications, EnergyLogIX, TrendView, and EcoRate that may be offered as part of this agreement are subject to BLX Solutions END USER software licensing agreement and annual software maintenance fees.

Construction Procedures. Storer 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 and Taxes. Customer shall pay Storer's invoices within net thirty (30) days of invoice date. Storer 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 Storer, in which case retention shall be reduced per the Proposal documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required hereby, Storer 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 Storer 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% per month on the unpaid balance due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all taxes not legally required to be paid by Storer or alternatively, shall provide Storer with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Storer in attempting to collect amounts due and otherwise enforcing these terms and conditions. Any after-hours services shall be billed according to then prevailing overtime or emergency rates.

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

Access. Storer 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 Storer and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Storer's access to correct any emergency condition shall not be restricted.

Permits And Governmental Fees. Storer 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 Storer's 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. Storer 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 Storer encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) 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, Storer shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Storer's cost of, or time required for, performance of any part of the Work, Storer shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Proposal Price, Proposal time, or both.

Asbestos, Mold, Mildew, And Hazardous Materials. Storer's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, mold, mildew, bacteria, fungus, 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 Storer, there are no Hazardous Materials on the Premises that will in any way affect Storer's Work and Customer has disclosed to Storer the existence and location of any Hazardous Materials in all areas within which Storer will be performing the Work. Should Storer become aware of or suspect the presence of Hazardous Materials, Storer 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 Storer. Storer 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 Storer 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 Storer 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 Storer's election (i) remain in effect but Storer's 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 Storer for all parts of the Work furnished to the date of termination.

Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Storer 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 Storer for all Work furnished to date and all damages sustained by Storer (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. Storer 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.**

Liability and Warranty. Labor provided under this proposal is warranted for ninety days. Except for any written warranty given by the Manufacturer of the products described in this quotation, Storer Equipment Company and Buyer expressly agree that Storer Equipment Company neither assumes nor authorizes any person to assume for it any other liability in connection with the sale or use of its product, including the goods purchased hereunder. **THE MANUFACTURER'S WARRANTY, IF ANY, IS IN LIEU OF, AND STORER EQUIPMENT COMPANY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES AS TO THE PRODUCTS CONDITION, USE, OPERATION, DESIGN, QUALITY, CAPACITY, WORKMANSHIP, INSTALLATION, SERVICING, LATENT DEFECTS, COMPLIANCE WITH ANY LAW, ORDINANCE, REGULATION, RULE, CONTRACT OR SPECIFICATION, "MERCHANTABILITY", FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER QUALITIES AND CHARACTERISTICS WHATSOEVER.** Storer 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 PROPOSAL 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 STORER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. IN NO EVENT SHALL STORER BE LIABLE FOR ANY DAMAGES RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed.

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 Storer. 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 Storer is a signatory thereon.

Price Increases. Prices stated are F.O.B point of shipment. Except as otherwise provided below, buyer agrees to pay all other expenses including without limitation taxes, duties, insurance, licenses, permits and freight. Following acceptance by buyer, the prices stated will be increased by the percentage increase in list prices from those effective on the date of buyer's acceptance to those effective on the date of shipment unless prices are stated to be firm on the face of this quotation and any conditions of the firm price quotation are met. Prices stated to be firm is provided that notification of release for immediate production and shipment is received at the factory not later than two months from order receipt. If such release is received later than two months from order receipt date but within five months of order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the two-month firm price period up to the date of receipt of such release. If such release is not received within five months after date of order receipt, the prices are subject to renegotiation or at Storer's option, the order will be cancelled. If for any reason Customer delays shipment after release, prices are subject to increase as stated herein.

Insurance. Storer agrees to carry insurance in the following minimum amounts during the term of this contract:

Commercial General Aggregate Liability \$2,000,000
Automobile Liability (CSL) \$1,000,000
Workers Compensation Statutory Limits

Notices. All notices or other communications under this Agreement shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses set forth in this Agreement. Either party may change its address for notice by giving written notice to the other party of the change. Any notice or other communication shall be deemed given no later than the date actually received.

LED Lighting Payback Calculations

	CURRENT	LED BULB
Lamp Life	15000	50000
Lamp Cost	\$10.00	\$72.00
Ballast Cost	\$13.00	\$0.00
Lamp Watt	102	52.5
Ballast Watt (typically 10% of lamp)	10.2	0
Total Power Consumption	112	52
Daily Operating Hours	6	6
Labor Rate (Ballast)	\$16.00	\$0.00
Labor (Lamp)	\$16.00	\$0.00
kW Cost	\$0.09	\$0.09
Number of Lamps	374	374
Total Cost	\$3,740.00	\$26,928.00

ANNUAL OPERATING COSTS

Lamps & Ballast	\$2.41	\$3.15
Labor (Lamps & Ballast)	\$3.50	\$0.00
Electricity	\$22.08	\$10.25
TOTAL EACH BULB	\$27.99	\$13.40
TOTAL SYSTEM	\$10,468.26	\$5,011.60

ESTIMATED SAVINGS FOR LED LAMPS

	EACH BULB	SYSTEM
Annual Savings	\$14.59	\$5,456.66
Simple Paybacks/Years	4.25	
Return on Investment	537.27 %	
Energy Cost Saving Over Life	\$270.00	\$100,980.00
Total Savings Over Life	\$333.11	\$124,583.14

Total Savings for adding Dual Technology Motion Sensors

	EACH BULB	SYSTEM
Annual Savings	\$17.49	\$6,541.26
Simple Paybacks/Years	4.32	
Return on Investment	704.35 %	
Energy Cost Saving Over Life	\$270.00	\$100,980.00
Total Savings Over Life	\$532.42	\$199,125.08

Note: These calculations are not additive, and are conservative estimates of hours of operation and projected labor rates. All data is per the US Department of Energy 2014.

Additional savings not in calculations:

- Possible CleaResult Rebate
- Reduced heat load equivalent to a 5 ton unit



\$267,849,118

lifetime savings is equal to:

\$5,777

more teachers*

or

5.4M

more books
for students*

That's the impact the SCORE Program has had on Texas educational institutions.

Next to payroll, energy is often the biggest line item on a school's budget. SWEPCO designed the SCORE Program to give K-12 and higher education schools the technical and financial resources necessary to reduce energy spending and direct more of their budgets to students and teachers.

The SCORE Program provides you with the resources to identify energy efficiency opportunities and convert them into savings. The Program is funded by SWEPCO and provided to Partners at no cost.

Please contact SWEPCO or CLEAResult if you have any questions or need additional information. We look forward to helping your organization save energy and money in the SCORE Program.

Ron Tevebaugh
SWEPCO
Program Manager
(903) 234-7334
rwtevebaugh@aep.com
SWEPCOgridSMART.com



Dan Merchant
CLEAResult
Program Manager
(512) 416-5972
danmerchant@clearesult.com

Based on your individual needs, the program will provide customized assistance, such as:

- **INCENTIVES:** Earn \$150/kW for lighting, HVAC, roofing and other new and retrofit projects that reduce peak electric demand.
- **ENERGY PERFORMANCE BENCHMARKING:** Learn where and how your buildings are wasting energy.
- **ENERGY MASTER PLANNING WORKSHOPS:** Learn energy management best practices that finance, facilities, and administrative staff can employ to maximize long-term savings.
- **FINANCING ASSISTANCE:** Learn about the many options available to finance energy efficiency projects that involve little to no upfront cost.
- **TECHNICAL ASSISTANCE** to help identify and evaluate energy efficiency opportunities.
- **COMMUNICATIONS SUPPORT** to help publicize your leadership and accomplishments in energy efficiency.

*Based on the lifetime energy savings of equipment installed and total incentives earned by Texas educational partners, average textbook cost and teacher salary. Data from multiple investor-owned utility programs as of August 2012.



MOU

- Sign the Memorandum of Understanding, which formally enrolls the organization into the SWEPCO SCORE program
- This authorizes CLEAResult to do the walkthrough & pay incentives to the Partner



PRE-INSPECTION

- CLEAResult documents & verifies existing equipment before removal
- The incentive is calculated off of the existing equipment; if the equipment is not pre-inspected prior to removal the program cannot incentivize the project



INCENTIVE APPLICATION

- Decide upon a timeline & project scope
- CLEAResult does a preliminary calculation for the incentive & energy savings based upon the existing equipment & equipment to be installed
- The incentive application guarantees money will be set aside for the project upon completion
- NOTE: There is no guarantee incentive funds will be available upon project completion without a signed incentive application



CONSTRUCTION

- The Partner moves forward with the project either through an outside contractor or use of in-house staff
- The Partner notifies CLEAResult upon project completion



POST-INSPECTION

- CLEAResult documents & verifies new equipment that was installed



INCENTIVE CHECK

- CLEAResult receives W-9 & electric bill for affected facilities
- SWEPCO issues check to Partner (takes approximately 4-6 weeks)
- NOTE: The incentive check is a live check made to the attention of the person who signed the MOU - it is not a discount on the monthly bill

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Asbestos, Mold, Mildew, And Hazardous Materials. Storer's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, mold, mildew, bacteria, fungus, 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 Storer, there are no Hazardous Materials on the Premises that will in any way affect Storer's Work and Customer has disclosed to Storer the existence and location of any Hazardous Materials in all areas within which Storer will be performing the Work. Should Storer become aware of or suspect the presence of Hazardous Materials, Storer 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 Storer. Storer 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 Storer 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 Storer 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 Storer's election (i) remain in effect but Storer's 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 Storer for all parts of the Work furnished to the date of termination.

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Indemnification. Storer 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.**

Liability and Warranty. Labor provided under this proposal is warranted for ninety days. Except for any written warranty given by the Manufacturer of the products described in this quotation, Storer Equipment Company and Buyer expressly agree that Storer Equipment Company neither assumes nor authorizes any person to assume for it any other liability in connection with the sale or use of its product, including the goods purchased hereunder. **THE MANUFACTURER'S WARRANTY, IF ANY, IS IN LIEU OF, AND STORER EQUIPMENT COMPANY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES AS TO THE PRODUCTS CONDITION, USE, OPERATION, DESIGN, QUALITY, CAPACITY, WORKMANSHIP, INSTALLATION, SERVICING, LATENT DEFECTS, COMPLIANCE WITH ANY LAW, ORDINANCE, REGULATION, RULE, CONTRACT OR SPECIFICATION, "MERCHANTABILITY", FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER QUALITIES AND CHARACTERISTICS WHATSOEVER.** Storer 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 PROPOSAL 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 STORER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. IN NO EVENT SHALL STORER BE LIABLE FOR ANY DAMAGES RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed.

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 Storer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

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Insurance. Storer agrees to carry insurance in the following minimum amounts during the term of this contract:

Commercial General Aggregate Liability \$2,000,000
Automobile Liability (CSL) \$1,000,000
Workers Compensation Statutory Limits

Notices. All notices or other communications under this Agreement shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses set forth in this Agreement. Either party may change its address for notice by giving written notice to the other party of the change. Any notice or other communication shall be deemed given no later than the date actually received.