

June 30, 2008

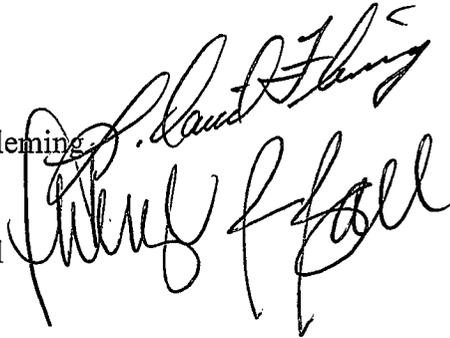
To Whom It May Concern:

District 10 Main office Complex has a Service Contract with the Cape Girardeau Trane Service Co. The HVAC system is a Trane product. We are going to upgrade our existing system by replacing the Tracer 100 system to the new Tracer Summit system. We will also be installing a new temperature sensor for the computer room. I would like to order these items and have Cape Girardeau Trane install them. I will not be going out for bids. I feel that we need to stay with replacements parts from Trane for the Trane system we have.

Thanks

L. David Fleming

Cheryl Ball

Handwritten signatures in black ink. The top signature is 'L. David Fleming' and the bottom signature is 'Cheryl Ball'. Both are written in a cursive, flowing style.

Cape Girardeau Trane Service
1078 Wolverine Lane, Ste. D
Cape Girardeau, MO 63701



Kathy Gaulding Account Manager
Phone: (573) 334-0591 x181
FAX: (573) 334-0680

DATE: January 3, 2008

TO: Missouri Department of Transportation
2675 North Main Street
Sikeston, MO 63801 U.S.A.

PROJECT: Tracer Upgrade

Attention: Dave Fleming

JOB DESCRIPTION: Upgrade Tracer 100 System

Trane is pleased to offer you this proposal for performance of the following services:

1. Upgrade existing Tracer 100 system to current version of registered Tracer Summit system. The Tracer Summit program shall be installed on a computer, provided by Trane. This computer will be programmed to communicate to the control system via the existing Ethernet LAN system or direct Ethernet connection.
2. Removal of existing Tracer 100 panel and installation of new BMTX Building Control Unit (BCU).
3. Reprogramming of existing Tracer 100 system into the new Tracer Summit format.
4. A standard graphics package will be included to represent existing equipment.
5. Removal of existing VAV command unit and re-routing of the existing Comm4 communication link to new BCU.
6. Startup and commissioning is included.
7. One-year warranty is included. Operator training provided to the owner during the one-year warranty period.

Total Price \$18,985.00

SCOPE OF SERVICE - SERVER ROOM ADD

1. Installation of a room temperature sensor in existing Server Room. We shall program new Tracer Summit system to alarm when temperature rises above the desired temperature. The owner shall determine alarming procedures.

Total Add Price \$1,265.00

Trane recommends upgrading the existing Tracer 100 system to the new Summit system as part of a planned system upgrade. The existing system components are becoming expensive and, in some cases, obsolete. For example, the price for a new Tracer 100 board is currently \$18,000, plus labor. As well as being able to operate your system more efficiently, the Tracer Summit will have 3D graphics that give you real-time lifelike views of your system.

NOTES & EXCEPTIONS

- Additional work not specifically mentioned herein is not included and will not be performed without written authorization.
- Cutting and patching, if required to access mechanical equipment, is not included.
- Existing Tracer 100 system will be verified, before demolition, to check for existing failures. At that time, those failures will be documented and distributed to the customer. Repair and/or replacement of existing devices are not included.
- Work to be performed during normal business hours (Monday – Friday, 7:30AM-4:30PM.)
- This quote is based on the proper operation of the remainder of the existing system. Any additional items found to be defective will be brought to the attention of the customer prior to proceeding with repairs.

Thank you for this opportunity. Please feel free to call me with your questions or concerns. We are anxious to begin this scope of service. To do so, Trane will need to order parts in advance and schedule manpower. Please sign below and fax/return to my office, and we will call you to confirm the schedule. Prices quoted are firm and invoicing/payment will be NET 30. If estimates, The Trane Service Company reserves the right to revise this quote as the work progresses and we acquire knowledge not available at the time of quote. Customer will be advised at that time of any change and before work progresses.

Issued By:

Kathy Gaulding, Account Manager

Date: 6/30/08

Valid for 60 days from above date.

ACCEPTANCE OF PROPOSAL - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. We understand that this quotation is subject to the terms and conditions above and appearing on the next page(s).

Authorized by: D. David Fleming

Title: Facility Operations Supervisor

Purchase Order No: 30X2

Date: 07-01-08

Acceptance of this proposal by buyer is expressly conditioned upon each of the terms, provisions and conditions set forth on the attached.



Trane's Services are furnished pursuant to and subject to the following terms and conditions, except for any Services that are the subject of a pre-existing valid written agreement currently in effect between Trane and Customer, in which case such written agreement shall apply.

1. **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 Trane, 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 Trane's offer, subject to credit approval, to provide the Services 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, Trane 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 Services by Trane on this order will in any event constitute an acceptance by Customer of these terms and conditions.

2. **Payment and Taxes.** Payment is due upon receipt of Trane's invoice. A service charge of 1½% on unpaid balances may be charged by Trane. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Trane or, alternatively, shall provide Trane with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Trane in attempting to collect amounts due. Any after-hours services shall be billed according to then prevailing overtime or emergency rates.

3. **Warranties.** (a) Trane manufactured material supplied is warranted be free from defect in material and manufacture for a period of 12 months from date of start-up or replacement and Trane's obligation under this warranty is limited to repairing or replacing the defective part at its option; (b) workmanship is warranted (to have been properly performed) for a period of 90 days from completion and Trane's obligation under this warranty is limited to correcting any improperly performed services; and (c) material and/or parts not manufactured by Trane, a division of American Standard Inc., are not warranted by Trane and shall have such warranties as are extended to Trane by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT 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 TRANE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

4. **Indemnity and Liability.** Trane shall indemnify, defend and hold Customer 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 Trane, and/or its employees or agents. 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, TRANE SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS.**

5. **Asbestos and Hazardous Materials.** Trane's services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Trane become aware of or suspect the presence of Hazardous Materials, Trane 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, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Trane. Trane shall be required to resume performance of the services only when the affected area has been rendered harmless.

6. **Insurance.** Trane maintains insurance in the following minimum amounts during the Term: Commercial General Liability -- \$1,000,000 per occurrence; Automobile Liability -- \$1,000,000 CSL; Workers Compensation -- Statutory Limits. If Customer has requested to be named as an additional insured under Trane's insurance policy, Trane will do so but only to the extent of Trane's indemnity assumed under the indemnity provision contained herein. Trane does not waive any rights of subrogation.

7. **Performance.** Services will be performed during normal working hours with any overtime or emergency labor billed separately, unless otherwise agreed to in writing. Duty to perform under this agreement and the price hereof are subject to the approval of Trane's credit department and is also contingent upon strikes, accidents, fires, the inability to procure materials from the usual sources of supply, or upon any event beyond the control of Trane. Upon disapproval of the credit department or upon the occurrence of any such event as aforesaid, Trane may delay performance or, at its option, renegotiate prices, terms and conditions with the Customer. If Trane and Customer are unable to agree on such revisions, this agreement shall be canceled without any liability, other than Customer's obligation to pay for services rendered by Trane to the date of cancellation.

8. **General.** This agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. If any part of this agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. Customer may not assign, transfer, or convey this agreement, or any part hereof, without the written consent of Trane. Subject to the foregoing, this agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. No modifications, additions or changes may be made to this agreement except in a writing signed by Trane. **Applicable only in the United States:**

9. **Equal Employment Opportunity/Affirmative Action Clause.** Trane is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable

regulations contained in 41 C.F.R. Part 60-250.