



October 26, 2010

Mr. Kelly Coleman  
Sign Products International  
516 Belle Isle Ave.  
Belleair Beach FL 33786

Dear Mr. Coleman:

Thank you for your recent inquiry to CAS-MI Laboratories (CAS-MI) regarding the failure analysis of the sealant material used to fill in the joints on the brick facade. I have included in this proposal letter a brief overview of the project we discussed.

## DETAILED PROPOSAL

### I. Introduction

CAS-MI Analytical Services, Michigan (CAS-MI) is devoted to providing the highest quality analytical work and problem solving available in the industry. This commitment is supported by the implementation of an ISO 9001 compliant system, ACIL membership, numerous GMP/GLP studies, and our record of providing almost fifty years of high quality, customized problem solving to nearly 7,000 clients. We employ scientists with unique combinations of education, experience, and training pursuant to excellence in scientific standards and a passion for solving customers' problems. State of the art instrumentation and equipment utilized in our facilities have operational, performance and calibration criteria and records to ensure complete data traceability. This combination of customer service and technical expertise offers our clients a compelling solution in their business.

At the request of Sign Products International (hereafter referred to as "Client"), CAS-MI Laboratories (hereafter referred to as "CAS-MI") is providing this proposal.

### II. Project Assumptions

The following assumptions have been made in the preparation of this proposal. If upon further review and discussion these assumptions change, prices may be adjusted accordingly.

1. CAS-MI will perform the analysis as detailed in Section III, Objectives and Analytical Approach;
2. The Client will provide sufficient amounts of samples for the studies to be conducted;
3. Should the Client cancel all or a portion of the project after the project has been initiated, Client will be liable to CAS-MI for, at minimum, 25% of estimated project cost as a fee for CAS-MI's mobilization of the project;
4. Client reserves the right to terminate the project at the end of each Phase of work as outlined herein;
5. The TERMS AND CONDITIONS of this proposal are included as attachments;
6. Signature of proposal by the Client binds the Client to stated terms and conditions;
7. Please submit your credit information in order for our credit department to evaluate your credit standing with our company.

### **III. Objectives and Approach**

I am pleased to offer the following proposal of services to address the project. Based on our conversation and review of the failed product, the issue is that the sealant appears to have deteriorated and delaminated from the area between the brick substrates. The failed pieces have been examined by CAS-MI scientists and a plan to analyze the parts to aid in the failure investigation is as listed below. The following analytical techniques may be performed in the attempt to identify the cause of the deterioration of the material that caused the failure:

- Fourier Transform Infrared Spectroscopy (FTIR) /Attenuated Total Reflectance (ATR) of the failed sealant for base material identification
- Soxhlet Extraction
- Thermographic Analysis to determine the pigment to binder (p/b) ratio.
- Differential Scanning Calorimetry (DSC) to determine overall cure or glass transition (Tg) of the sealant.
- High Performance Liquid Chromatography (HPLC) to identify and quantify the Ultraviolet (UV) inhibitors that may or may not be present.

As discussed, the aim of the project is to determine the root cause of the delamination.

We will require representative good and bad samples for comparison. Also, a sample of the sealant, and application / production parameters are required.

### **IV. Cost Summary, Deliverables, and Timing**

The costs and deliverables for the analytical investigation are summarized below:

- Failure Analysis; Approximately 20 Working Days; \$6,000.00.

Expedited services are available at the following rates:

- Guaranteed Within 10 Working Days; \$9,000.00.

A concise bound final report is included containing a summary of data, conclusions, and any original data generated during the analysis follows within 5 working days of verbal discussion of final results of each phase of the project.

*Total Estimated Costs: \$6,000.00 to \$9,000.00.*

#### **Deliverables**

These costs include the analysis and interpretation, a concise bound final report containing a summary of data, conclusions, and any original data generated during the analysis. Should the Client cancel any part of this project after initiation, the Client will reimburse CAS-MI for any costs incurred directly related to the project. The Client shall pay CAS-MI on a pro-rated basis for any services rendered to the date of termination.

To facilitate laboratory scheduling, please respond to me with a decision on this proposal within 10 business days after issuance. This proposal is subject to change after that date.



## V. Successful Completion of Project

The successful completion of the project will be signified by the provision of (at a minimum):

- Verbal discussion/communication of results by the due date applicable for the project.
- Draft report outlining results and conclusions at the completion of each phase of the project, with a final report at the conclusion of the project.
- Any other interim reporting as agreed with the Client at the completion of the project.

## VI. Miscellaneous

### *Invoicing Schedule*

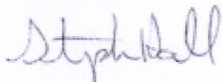
Invoices will be rendered to Client according to the following tentative schedule:

- A 100% prepayment for the project is required in addition to the signed proposal to initiate the project. This prepayment may be made by Check, Bank Transfer (wire), or Credit Card. An invoice will be issued upon receipt of a signed proposal.
- Any remaining balance for pass-through or ancillary costs will be included with the appropriate phase invoice.

This quotation is subject to CAS-MI's standard terms and conditions, which are attached hereto and incorporated herein by reference.

I appreciate the opportunity to consult with you about your analysis needs. If this quotation is acceptable to you, please sign in the space provided and return a signed copy to me at your earliest convenience.

Sincerely,



Stephen C. Hall  
Sr. Technical Director/General Manager

Signature below by a representative of Sign Products International constitutes acceptance of this quotation. This document will serve as a binding contract between CAS-MI and Sign Products International.

I certify that I am authorized to execute this document on behalf of Sign Products International.

Accepted by:

\_\_\_\_\_  
Authorized signature      Date

\_\_\_\_\_  
Printed name              Title

Samples will be returned at your expense when the project is complete unless otherwise directed.

## TERMS & CONDITIONS

### SERVICES

1. Client acknowledges that CAS-MI Laboratories (CAS-MI) performs analysis and testing services (the "Services") only as specified in writing by Client. CAS-MI does not design, warrant, supervise or monitor compliance of products or services except as specifically agreed to in writing prior to the performance of the Services. Client acknowledges that, by their very nature, the Services are limited in scope and subject to expected measurement variability.
2. Samples and portions thereof not destroyed in the performance of the Services remain the property of the Client and will be returned at the Client's expense when the project is complete unless otherwise directed.
3. Unless otherwise specified therein in writing, nothing contained in any report issued by CAS-MI shall be deemed to imply or mean that CAS-MI conducts any quality control program for the Client to whom the report is issued.
4. Reports issued by CAS-MI are for the exclusive use of the Client to whom they are addressed. Reports and the name CAS-MI, or its seals or insignias, are not to be used by or on behalf of Client under any circumstances for any purpose whatsoever, including but not limited to use in advertising, publicity material or in any other manner without CAS-MI's prior written approval.
5. Reports issued by CAS-MI apply only to the standards or procedures identified therein and to the sample(s) tested.
6. CAS-MI shall retain copies of reports for a period of ten years, after which such reports will be destroyed.
7. Unless specified in a report in writing, the analysis and testing results are not indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products.
8. Deformation analysis of commercial products is provided for informational purposes only. CAS-MI strongly recommends review of state and federal laws, trademarks, copyrights and patent situations by the Client prior to use of such information.
9. CAS-MI reserves the right to subcontract Services to other laboratories. If subcontracting is necessary, samples will be sent only to laboratories meeting CAS-MI's qualification requirements.

### LIABILITY

1. CAS-MI is not an insurer or a guarantor. CAS-MI represents that the Services shall be performed within the limits mutually agreed to, in writing, and in a manner consistent with the level of care and skill ordinarily exercised by providers of similar services under similar circumstances. No other representations or warranties, express or implied, are included or intended in this agreement, or in any report, opinion or document related to the Services provided hereunder.
2. For the safety of CAS-MI's personnel, Client must advise CAS-MI if samples are known or suspected to contain hazardous substances. Material Safety Data Sheets must be provided if available.
3. Client understands and agrees that CAS-MI, in entering into this Contract and by performing Services, does not assume, abridge, abrogate or undertake to discharge any duty or responsibility of Client to any other party or parties. No one other than Client shall have any right to rely on any report issued by CAS-MI. Client agrees, in consideration of CAS-MI undertaking to perform the Services hereunder, to protect, defend, indemnify, save harmless and exonerate CAS-MI from any and all claims, damages, including lost profits, expenses, including attorney's fees, either direct or consequential, for any and all injuries to persons, including the personnel of CAS-MI, or property arising out of or in consequence of the performance of the Services and/or the performance of the samples tested hereunder.
4. Client agrees that if CAS-MI should be found liable for any losses or damages attributable to the Services in any respect, CAS-MI's liability shall in no event exceed the amount of the fee paid by Client for such Services and Client's sole remedy at law or in equity shall be the right to recover up to such amount. Client acknowledges and agrees that in no event will CAS-MI be liable for consequential or incidental damages or expenses, including, but not limited to lost profits.
5. Whenever performance by either party is delayed or prevented by war, insurrection, fire or other casualty, strikes or embargoes, shortage of transportation facilities or any other similar or dissimilar causes, beyond the control of such party, such delay or prevention shall be excused and the time of performance hereunder extended for the duration of the causative factor.

### COSTS AND PAYMENT

1. Client agrees to pay all invoices within 15 days of invoice date.
2. In the event that payment is not received within 15 days of invoice date, Client agrees to pay a late payment charge on the unpaid balance equal to 1 ½% per month.
3. All costs associated with compliance with any subpoena(s) for documents, testimony in court of law, or for any other purpose relating to Services performed by CAS-MI for Client, shall be paid by Client. Client shall also pay CAS-MI's then existing standard fees for consulting, deposition and trial testimony and all expenses related thereto.

### MISCELLANEOUS

1. This agreement and any and all claims and disputes hereunder or related thereto shall be governed by the internal laws of the State of Missouri. CAS-MI and Client agree that exclusive jurisdiction and venue for any and all such claims and disputes shall be in St. Louis County, Missouri.
2. In the event that CAS-MI prevails in any dispute or claim, Client agrees that Client will pay any and all expenses, including attorney's fees, reasonably incurred in the prosecution or defense of such claim or dispute.
3. The terms and conditions contained herein, together with CAS-MI's quotation and offer of Services to Client, and Client's acceptance of such offer, shall constitute the entire agreement between CAS-MI and Client. Any conflicting terms contained in any order or acceptance submitted by Client shall be null and void.