

SCHEDULE A: TERMS AND CONDITIONS TO HELICOPTER SERVICES AGREEMENT

1. **DEFINITIONS.** Words and expressions not otherwise defined herein will have the meaning set out in the main body of the Agreement to which these Terms and Conditions are attached as Schedule A.

2. PRICE; PAYMENT TERMS

2.1. **Fees.** Customer shall pay Erickson the Minimum Price and all other applicable fees listed in this Agreement (collectively, the "Contract Fee"). If the Customer fails to pay the Minimum Price in accordance with the terms herein or to keep current in its payment obligations, Erickson may immediately halt its performance of the Work and terminate this Agreement.

2.2. **Taxes.** The Customer shall be liable for all taxes applicable to the Work, including, but not limited to, all present and future sales, use, goods and services tax, personal property, customs, business, fuel, leasing, occupational, value added, or any other taxes, fees, or withholdings, except that, in no event will Customer pay or be responsible for any taxes imposed on, or with respect to, Erickson's net income or net profits. Customer shall timely reimburse to Erickson all sales taxes applicable to the Work and Erickson shall timely remit such sales tax payments to the proper taxing jurisdiction. When and to the extent that Erickson is subject to use tax, it will timely pay its use tax. When and to the extent that Customer is subject to use tax, it will timely pay its use tax and any other similar taxes, duties, and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder.

2.3. **Invoicing.** Unless otherwise agreed upon in the main body of the Agreement, fifty percent (50%) of the Contract Fee is due upon execution of this Agreement. For additional amounts owing, Erickson shall provide invoices (each an "Invoice") to Customer setting forth amounts due related to the Contract Fee. Customer shall pay Erickson the full Minimum Price in accordance with the terms hereunder.

2.4. **Payment Terms.** The Customer shall pay Erickson the amounts due as set forth in each invoice within fifteen (15) calendar days from the Invoice date (the "Due Date"). All pricing and fees hereunder are listed in U.S. Dollars, unless stated otherwise. Payments received after the Due Date may be subject to a charge of one and one-half percent (1.5%) per month at Erickson's discretion. In the event there is a dispute regarding amounts owed under this Agreement, Customer shall pay all undisputed amounts in full on or before the Due Date.

2.5. **Changes.** Any changes to the Work must be mutually agreed upon in an advance writing and Erickson reserves the right to adjust the Contract Fee accordingly. If Customer requests a change in scope or schedule, and Erickson is able and willing to accommodate such change, the parties shall evidence such changes in an amendment signed by both parties (a "Change Order"), which will include the following fees in addition to any amounts already owed by Customer to Erickson: (A) for each Change Order requested on or before the twenty-first (21st) calendar day before the applicable Start Date (as defined in the applicable amendment), Customer shall pay: (i) for any delay of applicable Start Date, twenty percent (20%) of Daily Delay Rate for each day of delay; and (ii) for a reduction in total number of Availability Days, twenty percent (20%) of Daily Delay Rate for each day deducted from the total number of Availability Days. (B) For each Change Order requested after the twenty-first (21st) calendar day before the applicable Start Date, Customer shall pay: (i) for any delay of applicable Start Date, thirty percent (30%) of Daily Delay Rate for each day of delay; and (ii) for a reduction in total number of Availability Days, thirty percent (30%) of Daily Delay Rate for each day deducted from the total number of Availability Days; and (C) for each Change Order after the Helicopter has mobilized to the Job Site, Customer shall pay: (i) for any delay of applicable Start Date, the full Daily Delay Rate for each day of delay; and (ii) for a reduction in total number of Availability Days, fifty percent (50%) of Daily Delay Rate for each day deducted from the total number of Availability Days. As used herein, "Daily Delay Rate" means the Minimum Fee divided by the number of days between the Start Date and Expected End Date, including the Start Date.

3. ERICKSON'S RESPONSIBILITIES

3.1. **Personnel and Helicopter Management.** Erickson shall provide qualified pilots and ground support crew and equipment as required for

the operation of the Helicopter and performance of the Work. Erickson shall establish the work schedule for its crew. Erickson's crew will remain under the exclusive management and supervision of Erickson during performance of the Work. Erickson shall make commercially reasonable efforts to provide the Work in accordance with Customer's job schedule.

3.2. **Rigging and Permits.** Erickson shall provide its standard helicopter rigging which includes either (a) four 40' cables (two on each end of a 6' spreader bar) with electric release hooks that are controlled by the pilot; or (b) an appropriate length long-line (the "Helicopter Rigging"). Erickson shall obtain Federal Aviation Administration ("FAA") permits and approvals required for the performance of the Work.

3.3. **Employer Labor Laws.** Erickson shall provide and maintain worker's compensation coverage for its employees and comply with applicable laws and regulations respecting the employment and payment of labor, including where applicable the (i) Federal Wage and Hour Act; (ii) Civil Rights Act of 1964 and Executive Order 11246 (Equal Employment Opportunity); and (iii) Immigration Reform and Control Act of 1986.

3.4. **Safety.** Erickson, or any of its pilots operating the Helicopter, will have the sole right to refuse or suspend operations in the interest of safety, whether the result of weather or other natural conditions, mechanical problems, risks created by Customer's employees or anyone else present at the Job Site, or any other situation that in Erickson's reasonable opinion involves an unreasonable risk of injury to any person or damage to any property ("Safety Delay").

4. CUSTOMER RESPONSIBILITIES

4.1. **Customer Requirements.** Customer shall comply with all applicable requirements of the Site Inspection Sheet, Customer Checklist, Planning Information List, which may be obtained upon request from Erickson, and the External Load Operation Plan provide during the Job Site visit (collectively the "Customer Requirements"). More information can be found at EricksonInc.com. Customer acknowledges that its failure to comply with the Customer Requirements or to cooperate with Erickson as required by any of the Customer Requirements will be a material breach of this Agreement.

4.2. **Rigging.** Customer shall provide all rigging, except the Helicopter Rigging as defined in Section 3.2 of this Agreement, or Customer will be charged by Erickson for the purchase price and shipping cost of any non-standard rigging and equipment supplied by Erickson that may be required. Customer is responsible for ensuring the proper rigging and setup of the rigging points for each lift and for ensuring that these rigging points will support the weight of the property being lifted or transported (the "Cargo") during performance of the Work.

4.3. **Permits, Security & Job Site.** Customer shall obtain, or promptly reimburse Erickson if Erickson obtains, any requisite non-aviation permits and any police, fire, or security personnel that may be required on the Job Site for any reason (including traffic control). Customer shall secure (a) a level (no more than 2% slope) pick-up site approximately 200 feet by 200 feet that is at least 300 feet away from the nearest building; (b) a 300-foot wide flight path; and (c) a delivery site (collectively the "Job Site"). In accordance with FAA regulations, Customer shall ensure that all people, vehicles and buildings within 150 feet of the Job Site are evacuated during the performance of the Work. If the Job Site is sandy or dusty, Customer shall supply a water truck or other effective form of dust abatement at Customer's cost. Customer shall furthermore authorize a representative to sign a customer sign sheet at the end of each day of Work concerning the Work carried out and amount of Flight Hours provided.

4.4. **Hazardous Materials; Regulations.** Customer represents, warrants and covenants that, as at the Start Date and on a continuous basis during the Term, the Cargo does not include hazardous or toxic materials or substances and that the transfer or transport of the Cargo will not be in violation of any regulatory or statutory authority. Customer shall comply with all regulatory and statutory authorities applicable to Customer, its property and the Cargo. Such regulatory and statutory authorities include, but are not limited to, environmental, hazardous waste, and toxic material regulations and laws governing maintenance,

monitoring, transfer, and remediation of covered activities and substances.

5. **INDEPENDENT CONTRACTOR STATUS.** Erickson is an independent contractor furnishing only the Work described in this Agreement, and is not a co-venture, subcontractor, or employee of Customer. Erickson will be free from direction and control over the means and manner of providing the Work, subject only to the right of Customer to specify the desired results, which must be expressly provided to Erickson in writing and acknowledged by Erickson in writing prior to the execution of this Agreement and attached hereto. Erickson will have the authority to hire other persons to provide or assist in providing the Work and will have the authority to terminate those persons.

6. **TERM.** The Term ("Term") begins on the Signing Date and ends when all of the parties' obligations to each other under this Agreement have been fulfilled. Notwithstanding the foregoing sentence, if the Work has not been completed on or before the one hundred eightieth (180th) day after the Signing Date, Erickson may terminate this Agreement.

7. **DELAYS.** Customer shall provide Erickson with prompt written notice of any delay of the Start Date. If Erickson or its pilots deem, in their sole discretion, that weather conditions are too dangerous with respect to performance of the Work, then Erickson shall cooperate with Customer to find a mutually agreeable rescheduled Work date. Notwithstanding anything herein to the contrary, Erickson will not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from (i) a Safety Delay; or (ii) causes, in Erickson's sole opinion, which would render performance of the Work inadvisable, commercially impracticable, illegal or impossible, including but not limited to natural disasters, weather disturbances, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemics, actual or constructive loss of the Helicopter (regardless of the cause of such loss), lockouts, strikes or other labor disputes, power outages, or any other event, including emergencies or non-emergencies, beyond Erickson's reasonable control ("Force Majeure Event"). In the case of a Force Majeure Event, the time for performing the Work will be extended and a new mutually agreeable time will be arranged between the parties. Under no circumstance will Erickson be liable for any of Customer's costs or liabilities associated with a delay resulting from a Safety Delay or Force Majeure Event.

8. **MATERIAL BREACH; CANCELLATION.** If Customer materially breaches this Agreement and fails to cure within a reasonable time, or if Customer cancels the Work (both circumstances hereinafter a "Cancellation"), then Erickson may immediately terminate this Agreement and, in addition to any amounts due hereunder, Customer shall pay: (a) a cancellation fee of ten percent (10%) of the Minimum Price if Customer cancels on or before the twenty-first (21st) day before Start Date; (b) a cancellation fee of twenty percent (20%) of the Minimum Price if Customer cancels after the twenty-first (21st) day before the Start Date but prior to the process of mobilizing the Helicopter to the Job Site has begun; (c) a cancellation fee in an amount equal to the sum of the Mobilization Fee (as defined herein) and twenty percent (20%) of the Minimum Price, if Erickson has begun the process of mobilizing the Helicopter to the Job Site after the twenty-first (21st) day before the Start Date; (d) a cancellation fee of one hundred percent (100%) of the Minimum Price if the Helicopter arrives at the Job Site ready for work and thereafter either does not commence performance of the Work or is unable, through no fault of Erickson's, to complete the Work. Notwithstanding anything herein to the contrary, Erickson may remove the Helicopter from the Job Site without breaching this Agreement, with such removal deemed a Cancellation herein, if in Erickson's reasonable belief, due in whole or part to matters caused by Customer and/or beyond Erickson's control, a situation exists in which it is unlikely that the Work can be performed on schedule.

9. INDEMNITY

EACH PARTY ("INDEMNIFYING PARTY") SHALL INDEMNIFY AND DEFEND THE OTHER PARTY, ITS SUCCESSORS AND PERMITTED ASSIGNS, AND ANY OF THE OTHER PARTY'S AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS (TOGETHER THE "INDEMNIFIED PARTY") AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES BUT EXCLUDING ANY DELAY OR LOSS OF BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WITH RESPECT TO THE WORK OR OTHERWISE) THAT ARE INCURRED BY THE INDEMNIFIED PARTY (COLLECTIVELY "LOSSES"), ARISING OUT OF ANY THIRD-PARTY CLAIM ALLEGING: (I) BREACH OF ANY

OF THE REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS MADE BY THE INDEMNIFYING PARTY UNDER THIS AGREEMENT; OR (II) ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBSIDIARIES, PARENTS, AFFILIATES, CO-VENTURERS OR THOSE ACTING UNDER ANY OF THEM. IN ADDITION, CUSTOMER SHALL INDEMNIFY ERICKSON, ITS SUCCESSORS AND PERMITTED ASSIGNS, AND ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS FOR (A) ANY LOSS OF OR DAMAGE TO PROPERTY ON THE GROUND AT AND IMMEDIATELY ADJACENT TO THE JOB SITE CAUSED BY DOWNWASH FROM THE HELICOPTER ROTORS, EXCEPT TO THE EXTENT CAUSED BY ERICKSON'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (B) ANY LOSS OF OR DAMAGE TO THE CARGO OR TO THE JOB SITE CAUSED BY THE INADEQUACY OF CUSTOMER'S RIGGING OR PREPARATION OR CAUSED BY ANY PRE-EXISTING CONDITION OF THE JOB SITE; AND/OR (C) ANY LOSS OF OR DAMAGE TO THE CARGO, PROPERTY, OR PERSONS, IN THE EVENT THE CARGO CONTAINS SALVAGE AND/OR WRECKAGE MATERIAL OF ANY KIND, EXCEPT TO THE EXTENT CAUSED BY ERICKSON'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. INDEMNIFICATION PROCEDURES

(A) Notice of Third-Party Claims. The Indemnified Party shall notify promptly the Indemnifying Party in writing ("Claim Notice") after being informed facts exist that may result in a claim of any Losses (the "Claim"). The Indemnified Party's failure to provide a Claim Notice to Indemnifying Party under this Article 10 does not relieve the Indemnifying Party of any liability that the Indemnifying Party may have to the Indemnified Party, but the Indemnifying Party shall not be liable for any Losses that result from a delay in providing a Claim Notice. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related Losses (to the extent that the nature and amount of the Losses are known). The Indemnified Party shall furnish promptly to the Indemnifying Party copies of all papers and official documents received in respect of any Losses and a statement of all material details and circumstances related to the claim ("Support Documentation"). The Indemnifying Party will have thirty days from the date of written notice receipt of the Support Documentation (the "Verification Period") to investigate the Claim. For purposes of such investigation during the Verification Period, the Indemnified Party shall continuously provide the Indemnifying Party all updates to the Support Documentation. If the parties agree during the Verification Period to the validity and amount of the Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim. If the parties disagree with respect to the Claim within the Verification Period, the parties shall initiate the dispute resolution procedures specified in Article 15.

(B) Control of Defense. Indemnifying Party may assume, at its sole option, (i) control of the defense of any Claim by sending written notice of the assumption to the Indemnified Party, during the Verification Period, and (ii) at the Indemnifying Party's sole cost and expense, the settlement or defense thereof. If Indemnifying Party assumes control of the defense, the Indemnified Party: (a) shall fully cooperate with Indemnifying Party in connection therewith; and (b) may employ, at any time, separate counsel to represent it; on condition that Indemnified Party is solely responsible for the costs and expenses of any such separate counsel.

11. INSURANCE

During its performance of the Work, Erickson shall maintain the following types and amounts of insurance: (i) Comprehensive Aircraft and Aviation Liability Insurance with a limit of USD \$10,000,000 per occurrence and in the annual aggregate. Erickson shall cause its insurance company to add Customer as an additional insured party. Coverage will be provided on a primary and non-contributory basis with respect to the performance of the Work; (ii) Automobile Liability Insurance with a limit of USD \$1,000,000 per occurrence; (iii) Workmen's Compensation Insurance and Employer's Liability Insurance with limits of \$1,000,000 per accident and per disease. Erickson shall, and shall cause its insurer to, waive rights of subrogation in favor of Customer; and (iv) Excess or Umbrella Liability Insurance with a limit of USD \$5,000,000 per occurrence. Erickson shall cause Erickson's insurance company to issue to Customer certificates of insurance verifying the coverage referenced in this Article 11.

During performance of the Work, Customer shall maintain the following types and amounts of insurance: (i) Comprehensive General Liability Insurance with a limit of USD \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. Customer shall add Erickson as an additional insured party; (ii) Workmen's Compensation Insurance and Employer's Liability Insurance with

limits of \$1,000,000 per accident and per disease. Customer shall, and shall cause Customer's insurance company to, waive rights of subrogation in favor of Erickson; (iii) Excess or Umbrella Liability Insurance with a limit of USD \$5,000,000 per occurrence; and (iv) Property insurance for the full replacement value of the Cargo. Customer shall, and shall cause Customer's insurance company to, waive rights of subrogation in favor of Erickson. Customer shall cause Customer's insurance company to issue to Erickson certificates of insurance verifying the coverage referenced in this Article 11.

12. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY.

ERICKSON EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE WORK, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. ERICKSON'S LIABILITY FOR LOSS OF, OR DAMAGE TO, THE CARGO, CAUSED BY ERICKSON'S NEGLIGENCE, IS LIMITED TO THE LESSER OF (I) THE ACTUAL REPLACEMENT COST OF SUCH PROPERTY AS INDICATED HEREUNDER ("CARGO VALUE"); AND (II) US\$ 500,000.00 (WITH SUCH LIABILITY LIMITATION AMOUNT HEREINAFTER THE "CARGO REIMBURSEMENT"). ERICKSON'S AGGREGATE MONETARY LIABILITY TO CUSTOMER FOR ANY REASON AND FOR ALL CAUSES OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT THAT THE CUSTOMER HAS PAID TO ERICKSON UNDER THIS AGREEMENT. ERICKSON WILL NOT BE LIABLE TO CUSTOMER UNDER ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR (I) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE; (II) LOSS OF PRESENT OR PROSPECTIVE PROFITS, OVERHEAD, EXPENDITURES, INVESTMENTS OR COMMITMENTS MADE IN CONNECTION WITH THIS AGREEMENT OR ON ACCOUNT OF ANY OTHER REASON OR CAUSE; OR (III) LOSS OF ANY CONTRACT OR OTHER WORK THAT MAY BE SUFFERED.

13. CONFIDENTIALITY.

Unless otherwise provided herein, the parties will hold as confidential all matters relating to this Agreement and all information acquired or received by either party under this Agreement ("Confidential Information"). Each party shall not divulge Confidential Information in any way to any third party, without the prior written approval of the other party. Despite the foregoing sentence, a party may divulge Confidential Information without approval to the recipients below in the following circumstances: (a) a bona fide intending assignee of such party upon obtaining a similar undertaking of confidentiality from such intending assignee; (b) any bank or financial institution from which such party is seeking to obtain financing upon obtaining a similar undertaking of confidentiality from such bank or institution; (c) any party, to the extent that the Confidential Information has become generally available to the public other than resulting from an unauthorized disclosure by either party; or (d) any party, to the extent that disclosure of the Confidential Information is required by statute applicable to the disclosing party. The obligations of the parties under this Article 13 will survive any termination of this Agreement.

14. GOVERNING LAW.

This Agreement is governed by the laws of Oregon, exclusive of any choice of law rule. The parties hereby irrevocably consent to the exclusive jurisdiction of any District or State court sitting in Multnomah County, Oregon in connection with an action to determine any dispute arising hereunder or to enforce the provisions hereof and further agree that any such court is a proper venue and not an inconvenient forum for such action.

15. DISPUTES.

The parties shall first attempt in good faith to resolve any dispute by negotiation and consultation between themselves. If such dispute is not resolved on an informal basis within fifteen (15) calendar days after one party provides written notice to the other party of such dispute, either party may, by written notice to the other party in accordance with Article 16 ("Escalation Notice"), refer such dispute to the executives of each party set forth hereunder (or to such other person of equivalent or superior position designated by such party in a written notice to the other party). If the executives cannot resolve any dispute on or before the thirtieth (30th) calendar day after the date of the Escalation Notice, either party may initiate an action under Article 14.

16. NOTICES.

All notices and consents required or permitted to be given by either party under this Agreement will be in writing and will be hand delivered or mailed by registered mail or sent by facsimile or electronic transmission (confirmed by registered mail within 24 hours after the dispatch of such facsimile or electronic transmission) to Erickson and Customer at the following addresses: to Customer: As specified in the Agreement; and to Erickson: ERICKSON INCORPORATED, 5550 SW Macadam Avenue, Suite 500 Portland, Oregon 97239 Attn: Legal Department, Phone No: 503-505-

5800, Fax No: 503-473-8540, and e-mail: mberube@ericksoninc.com. Any such notice, if mailed, will be deemed to have been received on the seventh (7th) day following the date of mailing, or if sent by facsimile or electronic transmission, will be deemed to have been received on the day transmitted. Each party shall inform the other, by notice in accordance with this Article 15, of any changes in its address as soon as is practicable.

17. INVALIDITY & SEVERABILITY; ASSIGNMENT.

If any provision hereof or any remedy herein provided for will be invalid under any applicable law, such provision, to the extent of such invalidity only will be inapplicable and deemed omitted, but the remaining provisions hereof, including the remaining default remedies, will be given effect in accordance with the manifest intent hereof. This Agreement will inure to the benefit of, and be binding upon, the parties hereto, their successors and permitted assigns.

18. PERMISSION.

Customer hereby grants permission to Erickson to reproduce photographs and/or video images taken of the Work provided herein for the purpose of publication, promotion, illustration, advertising, or trade. Customer may, at any time by providing written notice to Erickson, withdraw the consent granted in the previous sentence.

19. ASSIGNMENT.

This Agreement is personal to the parties and may not be assigned by either party without the express written consent of the other party. With regards to a requested assignment by one party to a wholly owned subsidiary or an affiliated company (meaning a parent company or a company in which the party owns more than 50% of the voting shares or rights of such company), the consent of the other party will not be unreasonably withheld. If the ownership of a party materially changes (meaning a change of 20% or more), such party must immediately procure the written consent of the other party, which shall not be unreasonably withheld, and if such consent is not obtained, the party experiencing such change of control will have the right to terminate this Agreement.

20. WAIVER.

No waiver by any party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

21. ENTIRE AGREEMENT; AMENDMENT.

This Agreement (including all documents referenced herein) is the entire agreement between the parties and, when executed by Erickson and Customer, supersedes all verbal agreements and terms of any purchase orders and/or acceptance documents covering the same work. This Agreement may not be altered or amended except by a writing signed by both parties. Signatures of Erickson or Customer on purchase orders or acceptance documents executed in conjunction with this Agreement, regardless of when dated, will not be deemed an alteration or amendment of the terms of this Agreement.

22. FURTHER ASSURANCES; NO THIRD-PARTY BENEFICIARIES.

From time to time after the date of this Agreement, the parties shall use their good faith commercially reasonable efforts to execute and deliver such other instruments and documents, and will take such other actions, as the other party reasonably requests to carry out the intent of this Agreement and the transactions contemplated hereby. Nothing in this Agreement, express or implied, is intended or may be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

23. COUNTERPARTS; SCHEDULES & ATTACHMENTS.

This Agreement may be executed in any number of counterparts and by each of the parties in separate counterparts, each of which when so executed, will be deemed to be an original, and all of which taken together will constitute one and the same instrument. The Schedules and Attachments hereto, including this Schedule A, are made an integral part of this Agreement and are equally binding with the main body of the Agreement. In the event of any conflict between the terms and provisions of the main body of this Agreement and the Schedules or Attachments, the terms and provisions of the main body of this Agreement will prevail.