



AGREEMENT FOR THE PURCHASE AND SALE OF GOODS

This Agreement for the Purchase and Sale of Goods (this “Agreement”) is made effective the 23rd day of February, 2017 (the “Effective Date”), between Quarry Jumpers Produce, Inc., an Indiana corporation d/b/a Rubicon Agriculture (“Seller”), and Indianapolis Public Schools, also known as the IPS (“Buyer”). Seller and Buyer are sometimes referred to herein, individually as a “Party” and, collectively, as the “Parties.”

RECITALS

A. Seller is in the business of, among other things, developing, manufacturing, marketing, selling and distributing contained hydroponic systems, including without limitation the product(s) set forth on Exhibit A attached hereto and incorporated herein by reference (the “Product”).

B. Buyer desires to purchase and accept the Product from Seller, and Seller desires to sell, convey and transfer the Product to Buyer, all on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. **Purchase and Sale of Product.** Buyer agrees to purchase and accept from Seller, and Seller agrees to sell, transfer and convey to Buyer, the Product, all on the terms and subject to the conditions set forth herein.

2. **Purchase Price; Terms of Payment; Taxes.**

2.1 **Purchase Price.** In consideration for Seller’s delivery of the Product, Buyer shall pay to Seller an aggregate amount equal to Seventy-Seven Thousand and No/100 US Dollars (\$77,000.00) (the “Purchase Price”), which represents a base price per Product equal to Eighty Thousand and No/100 US Dollars (\$80,000.00), the transportation cost of Two Thousand and No/100 US Dollars (\$2,000.00), less a Five Thousand and No/100 US Dollars (\$5,000.00) discount, all in accordance with the terms and subject to the conditions set forth herein.

2.2 Terms of Payment. Buyer shall pay to Seller: (a) within thirty (30) days of execution of this Agreement by both Parties, an amount equal to Thirty-Four Thousand and No/100 US Dollars (\$34,000.00), which represents one-half (1/2) of the Purchase Price, and (b) within thirty (30) days of Seller's Delivery (as defined below) of the Product in accordance with Section 3 hereof, an amount equal to Thirty-Four Thousand Hundred and No/100 US Dollars (\$34,000.00), which represents the remaining one-half (1/2) of the Purchase Price, in each case in immediately available funds. Amounts not paid by Buyer when due hereunder (including any owed under the Service Plan (as defined in Section 5), if any) shall accrue simple interest at the lesser of one and one-half percent (1.5%) per month and the greatest extent permitted by applicable law.

2.3 Taxes. The Purchase Price and any amounts owed for the Service Plan, if any, are exclusive of, and do not include, any local, state or federal excise, sales or use, or other taxes now in effect or hereafter levied by reason of the transactions contemplated by this Agreement. Other than applicable income taxes owed by Seller for its receipt of Buyer's payments hereunder, Buyer shall pay and be solely responsible for any and all taxes levied by reason of the transactions contemplated by this Agreement.

3. Delivery; Installation; Insurance.

3.1 Delivery. Seller shall be responsible for selecting and engaging a freight courier (the "**Carrier**") to pick up and load the Product from Seller's facility located at Seller's notice address set forth in Section 12.9 hereof (the "**Shipping Point**"). Seller shall coordinate transportation with the Carrier including but not limited to notifying the Carrier that the Product is complete and available for pickup. Seller shall coordinate with the Carrier to pick up and load the Product from the Shipping Point, and to deliver the Product to the following address (the "**Delivery Destination**"): Shortridge High School, 3401 N Meridian St, Indianapolis, IN 46208. Seller shall be responsible for ensuring that the Product is properly placed on the contemplated hook-up site (the "**Site**"), as specifically instructed by Buyer. Seller's delivery of the Product to the Delivery Destination shall constitute "**Delivery**" hereunder. Seller shall be solely responsible for all costs, fees, insurance and other expenses owed to the Carrier for the transportation services provided and Seller shall be solely responsible for insuring that the Carrier possesses the necessary knowledge, skill, and insurance for said delivery.

3.2 Installation, Approval, and Compliance. The Parties shall mutually select a date for installation of the Product at the Delivery Destination, which shall occur within ten (10) days of the Delivery, unless delayed at Buyer's option (the "**Installation Date**"). Buyer shall provide a clear and navigable path to the Site. On or prior to the Installation Date, Buyer shall cause the Site to have all utilities, structural components, and other capabilities or specifications required for full operation of the Product (the "**Utilities**") as set forth in the Specifications (as defined below) or as otherwise communicated by Seller to Buyer in writing prior to the Effective Date. Buyer shall be responsible for any permits or approvals necessary for provision of the Utilities. On the Installation Date and the Product's arrival on the Site (and subject to Buyer's obligations to cause the Site to comply with the Specifications), Seller shall install the Product at the Site. Buyer shall, at Buyer's cost, obtain all permits and approvals required under all applicable laws, ordinances, and codes for installation and use of the Product at the Site. Seller warrants that on the Installation Date (and subject to Buyer's obligations to cause the Site to comply with the terms of this Agreement as of

the Delivery Date and/or Installation Date), the Product meets all applicable laws, ordinances, and codes for occupancy of the Product by students and staff for the Product's intended use; provided, however, that the Parties acknowledge and agree that Buyer is responsible for installing fire and security alarm systems if deemed necessary per Indiana State Law in the Product, at Buyer's sole cost and expense and, accordingly, Seller's representation regarding the Product's compliance with all laws or ordinances shall not apply to those legal requirements relating to required fire alarm, security alarm and/or fire sprinkler systems incorporated (or not incorporated) into the Product, if any.

3.3 Insurance. For three (3) years from the date of execution of this Agreement by both Parties, Seller shall at all times maintain worker's compensation insurance in the statutory amounts required by the State of Indiana, employer's liability insurance in the amount of not less than \$500,000, commercial general liability insurance in the amount of \$1,000,000 per occurrence, \$1,000,000 aggregate and automobile insurance in the amount of \$500,000 per occurrence. All insurance shall be written on an occurrence basis, excluding workers compensation and employer's liability shall include Buyer as an additional insured as their interest may appear under this Agreement. The workers compensation shall waive subrogation against Buyer. Seller will provide Buyer with certificate of insurance evidencing such insurance coverages upon Buyer's request.

4. Title; Risk of Loss.

4.1 Title. Title to the Product shall pass from Seller to Buyer, upon the later of Delivery and receipt by Seller of the full Purchase Price. Until such time as title passes to the Buyer, Seller shall be entitled at any time to require Buyer to deliver the Product to Seller, and if Buyer fails to do so promptly, enter upon any premises of Buyer or any third party (whose cooperation Buyer hereby undertakes to procure) where the Product is stored and repossess the Product. Buyer shall reimburse Seller for any costs or expense incurred in recovering the Product in accordance with the immediately preceding sentence, including shipping and/or freight fees associated with shipment of the Product back to the Shipping Point. Until title of the Product passes to Buyer, Buyer agrees not to pledge or give as security or resale the Product and Buyer will use commercially reasonable efforts to keep the Product safe and in good working order, normal wear and tear excepted. Provided however, that if this Agreement is terminated pursuant to Section 3.2, Seller must retrieve the Product from the Delivery Destination at Seller's cost.

4.2 Risk of Loss. Any loss or damage to the Product after Delivery (other than those related to coverage by the Warranty) shall be borne by the Buyer. If Seller repossesses the Product in accordance with Section 4.1, Buyer agrees to reimburse Seller the cost to repair the Product to its condition as of Delivery.

5. Service Plan. Seller shall provide the maintenance, testing, repair and other services as set forth on Exhibit B attached hereto and incorporated herein, if any (such services, the "Service Plan"). In consideration for the Service Plan, Buyer shall pay to Seller, in immediately available funds, the amounts and at the times as set forth on the Service Plan, if any.

6. Warranties. Seller hereby represents and warrants to Buyer that: (a) excluding design specifications based upon Buyer's instructions or requests and/or modifications made by third

parties or the Buyer after the date of the Product's delivery, the Product will not infringe on the intellectual property rights of any third party; (b) the Product will comply with the specifications (the “**Specifications**”) listed in **Exhibit A** and the express warranties set forth in the Service Plan; and (c) services required to be provided under the Service Plan, if any, will be performed in a commercially reasonable manner in accordance with the standards generally prevailing in the industry and otherwise consistent with the service levels set forth in the Service Plan (collectively, the “**Warranty**”). Except as expressly set forth in the preceding Warranty, Seller makes no representation or warranty with respect to whether Buyer’s current utilities or infrastructure will permit immediate use and/or otherwise support the Product’s performance.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, SELLER HEREBY DISCLAIMS, AND BUYER HEREBY WAIVES, ANY AND ALL WARRANTIES RELATING TO THE PRODUCT OR SERVICES RENDERED UNDER THE SERVICE PLAN, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, THE PRODUCT AND ALL SERVICES RENDERED UNDER THE SERVICE PLAN ARE PROVIDED “AS-IS.”

7. **Intellectual Property Rights.**

7.1 **Seller’s Obligations regarding Infringement by the Product.** If any claim, demand, action or proceeding is brought against Buyer for alleged infringement of any registered design or trade mark or trade name or copyright or letters patent (the specifications of which are published prior to the Effective Date) by the Product or any part thereof or any allegation of such infringement is made, and provided that Buyer does not concede the existence of infringement but gives Seller immediate notice of any such allegations or infringements or of the institution of any such action or proceeding and permits Seller to answer the allegation and to conduct all negotiations in respect of such allegation and to defend the action or proceeding, and also provided that Buyer gives Seller (at the Seller’s costs and expense) all information assistance and authority required for those purposes and does not by any act (including any admission or acknowledgment) or omission prejudice the conduct of such defense, then:

7.1.1 Seller will, at its own election either effect any settlement or compromise which it deems reasonable or at its own costs and expense defend any such action or proceeding and if the Product or any part thereof is in such action or proceeding held to constitute infringement and is the subject of an injunction restraining its use or any order providing for its delivery up or destruction, Seller shall at its own election and costs and expense either:

7.1.1.1 Procure for Buyer the right to retain and continue to use the Product or part thereof;

7.1.1.2 Modify the Product or any part thereof so that it becomes non-infringing; or

7.1.1.3 Replace the Product or any part thereof with one that is non-infringing.

7.2 Limitations on Seller's Infringement Obligations. Seller shall not be under any of the obligations specified in Section 7.1 in any of the following events:

7.2.1 Any infringement or allegation thereof which is due to the Seller having followed a design or instruction furnished by Buyer or based upon the use of the Product in a manner or for a purpose not reasonably to be inferred by Seller or disclosed to Seller prior to this Agreement or in combination with other goods or devices or services not made or supplied by Seller;

7.2.2 Buyer entering into any compromise or settlement in respect of such action or proceeding without Seller's prior written consent; or

7.2.3 Modifications of the Product by Buyer or a third party that is not the subcontractor or permitted assignee of Seller.

Except as otherwise provided in this Section 7, Seller shall not be liable for any damages or losses incurred by Seller arising from the use or non-use of any infringing Product or any part thereof.

7.3 Notice to Third Parties related to Discontinued Use. If Buyer stops use of the Product in order to reduce the damages or for any other good reason resulting from any third party allegation or claim of infringement, Buyer shall provide written notice to such third party that no acknowledgment of the alleged infringement may be inferred from the fact that use has been discontinued.

7.4 Ownership of Intellectual Property regarding or Incorporated into the Product; Software. Except as otherwise provided herein, the Parties agree that all intellectual property rights related to the Product and/or otherwise incorporated therein (including any software delivered with the Product) shall remain the exclusive property of Seller and nothing in this Agreement shall constitute a conveyance of any such intellectual property rights to Buyer hereunder. To the extent the Product incorporates any software, Seller hereby grants to Buyer the non-exclusive, non-transferable license to use the Software delivered with the Product for the sole purposes of using the Product.

8. Limitation on Liability.

8.1 No Indirect Damages. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE AND NOT WITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER IN CONTRACT, TORT, STRICT LIABILITY OR CAUSES OF ACTION OF ANY NATURE FOR ANY INDIRECT, SPECIAL INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR RELIANCE LOSS, DAMAGE OR EXPENSE, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF USE OR REVENUES, WHETHER OR NOT EITHER PARTY WAS ADVISED OR SHOULD HAVE KNOWN OR

WAS AWARE OF THE POSSIBILITY OF SUCH LOSS, DAMAGE OR EXPENSE, ARISING OUT OF OR IN CONNECTION WITH ANY ACT OR OMISSION OF SUCH PARTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE PRODUCT AND SERVICES RENDERED UNDER THE SERVICE PLAN, OR ANY PART THEREOF.

8.2 Maximum Damages; Third-Party Claims. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, SELLER'S TOTAL LIABILITY FOR ALL CLAIMS MADE UNDER THIS AGREEMENT OR ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED, IN THE AGGREGATE, THE PURCHASE PRICE, PLUS ANY FEES OWED TO SELLER UNDER THE SERVICE PLAN OR OTHERWISE HEREUNDER, IF ANY. THE OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT RUN ONLY TO EACH OTHER AND NOT TO ANY OTHER PERSON OR ENTITY. NOTWITHSTANDING ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, EXCEPT FOR THE WARRANTY (AS DEFINED IN SECTION 6), SELLER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY INFORMATION OR PRODUCTS INCORPORATED INTO THE PRODUCT, ALL OF WHICH ARE PROVIDED, SOLD OR LICENSED "AS-IS," AND THE BUYER AGREES TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE THIRD PARTY RELATING THERETO.

9. Buyer's Representations and Warranties; Compliance with Laws; Export Controls. Buyer shall comply with all relevant laws, rules, regulations and statutes (including export control and regulation laws) affecting its obligations and performance under this Agreement or its use of the Product. Buyer shall at all times use, operate, maintain, repair and store the Product only in accordance with the Product's Owners' Manual (the "Manual"), which Seller shall provide to Buyer upon installation. Seller shall not be responsible for any damages, costs, expenses, or other liabilities resulting from Buyer's breach of this Agreement, including without limitation, Buyer's failure to use, operate, maintain, repair or store the Product in accordance with the Manual.

10. Termination; Suspension of Supply; Remedies. Seller may terminate this Agreement as follows: (a) immediately upon notice if Buyer is in breach of this Agreement and such breach continues after ten (10) days' written notice thereof from Seller to Buyer; (b) immediately upon notice if Buyer makes a voluntary arrangement with its creditors or becomes bankrupt or goes into liquidation or has an order made or resolution passed for such winding up or shall otherwise become insolvent or make such proposal, assignment or arrangement for the benefit of its creditors or has a receiver or manager appointed over its affairs or has an application made to a court for the appointment of a judicial manager or be placed under judicial management order; (c) immediately upon notice if an encumbrancer or creditor takes possession of, or a receiver takes possession over, any of the property or assets of Buyer; and/or (d) in the reasonable opinion of Seller, there occurs a material change in the financial position of the Buyer which is likely to affect the Buyer's ability to perform its obligations under the Agreement. If Seller terminates this Agreement pursuant to the immediately preceding sentence, then Seller may retain any amount of the Purchase Price or other fees paid through the effective date of such termination and any completed portion of the Product as of such effective date of termination for its own use or resale. The rights and remedies

of Seller in this Section shall not impact, limit or affect other rights or remedies available to Seller at law or equity.

11. Force Majeure. One Party shall not be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of respective Party's obligations hereunder, if the delay or failure was due to "force majeure" (as defined below). For purposes of this Agreement, the term "force majeure" shall mean any unforeseen event beyond the reasonable control of the respective Party such as, but not limited to, any act of God, act of government or any authorities, non-issuance of licenses, hostilities between nations, war, riot, civil commotions, civil war, insurrection, blockages, import or export regulations or embargoes, rainstorms, national emergency, earthquake, fires, explosions, flooding, hurricane or other exceptional weather conditions or natural disasters, acts of terrorism, accidents, sabotages, strikes, shortages in material or supply, infectious diseases, epidemics, as well as travel restrictions or travel warnings due to any such events.

12. General.

12.1 Recitals. The recitals set forth in the beginning of this Agreement are true and hereby incorporated herein by reference.

12.2 Entire Agreement; Relationship to Other Documents. This Agreement (which, for purposes of such definition includes all Exhibits hereto) and other documents expressly contemplated to be executed or delivered hereunder constitute the entire and exclusive agreement between the Parties regarding the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

12.3 Assignment; Subcontracting; No Third Party Beneficiaries. Buyer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Seller may assign or subcontract its rights or obligations hereunder without the prior written consent of Buyer so long as Seller remains liable to Buyer for breaches of such assigned or subcontracted rights or obligations by Seller or its independent contractor or assignee. Subject to the foregoing of this Section, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any person, entity or third party other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision hereof, except such rights as shall inure to a successor or permitted assignee pursuant to this Section.

12.4 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

12.5 Governing Law; Dispute Resolution; Attorneys' Fees. Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

Subject to Section 12.6, any proceeding, litigation, cause of action or other claim arising out of or relating to this Agreement or any of the transactions contemplated hereby shall be brought in the State of Indiana, County of Marion or, if it has or can acquire jurisdiction, in the United States District Court for the District of Indiana. Each of the Parties hereby irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, litigation or cause of action, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect to such proceeding, litigation or cause of action shall be heard and determined only in any such court and agrees not to bring any proceeding, litigation, cause of action or other claim arising out of or relating to this Agreement in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding, litigation, cause of action or claim referred to in the first sentence of this Section may be served on any Party anywhere in the world. In the event of any litigation or proceeding arising out of or related to this Agreement or the transactions contemplated hereby, if Seller is the prevailing party thereunder, Seller shall be entitled to its reasonable attorneys' fees and costs of enforcement, in addition to any other relief to which such Party would otherwise be entitled at law or equity.

12.6 Dispute Process Prior to Litigation. The Parties will use commercially reasonable and good faith efforts to negotiate in good faith dispute relating to or arising under this Agreement. In the event such dispute is unresolved after thirty (30) days of the earlier of commencement of such negotiations and/or notice by one Party to the other regarding such dispute, the Parties will submit such dispute to non-binding mediation. Such mediation shall be held in the State of Indiana, County of Marion by a mediator mutually selected by the Parties. If the Parties cannot mutually agree upon a mediator, each Party will select a mediator, and those two (2) mediators will mutually agree upon a third mediator, who will mediate the dispute. If the two (2) mediators independently selected by the Parties cannot mutually agree on a third mediator to mediate the matter within sixty (60) days of the earlier of commencement of the Parties' negotiation in accordance with this Section or notice by one Party of the dispute, in question, the Parties may bring an action in the forum and venue permitted under Section 12.5. If the Parties do not resolve such dispute after mediating in good faith in accordance with the foregoing, either Party may bring an action in the forum and venue permitted under Section 12.5.

12.7 Interpretation. In this Agreement, unless a clear contrary intention appears: (a) the singular number includes the plural number and vice versa; (b) reference to any Party, person or entity includes such Party's, person's or entity's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement; (c) reference to any gender includes each other gender; (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (e) reference to any law or legal requirement means such law or legal requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and any reference to any section or other provision of any such law or legal requirement means that law or legal requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision; (f) "hereunder," "hereof," "hereto" and words of similar import shall be deemed references to this

Agreement as a whole and not to any particular Article, Section or other provision hereof; (g) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; (h) “or” is used in the inclusive sense of “and/or”; with respect to the determination of any period of time, “from” means “from and including” and “to” means “to and including”; and (i) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto. This Agreement was negotiated by the Parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof. The headings of Articles, Sections or Subsections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to “Articles,” “Sections,” or “Subsections” refer to corresponding Articles, Sections or Subsections of this Agreement.

12.8 Amendments; Modification. This Agreement may not be amended or modified except by a written instrument signed by each of the Parties. No supplement, alteration, amendment or modification of this Agreement will be binding unless executed in writing by each of the Parties.

12.9 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a Party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a Party may later designate by notice to the other Party):

If to Seller:

Quarry Jumpers Produce, Inc. d/b/a Rubicon Agriculture
Attention: Christopher Moorman, President and CEO
6505 West US Highway 40
Greenfield, Indiana 46140

Fax: _____
Email: _____

With a copy to (which shall not constitute notice):

Bingham Greenebaum Doll LLP
Attention: Brian W. Welch and Jonathon D. Wright
10 West Market Street, 2700 Market Tower
Indianapolis, Indiana 46204

If to Buyer:

Indianapolis Public Schools
Attention: Scott Martin, Deputy Superintendent for Operations
120 E. Walnut St.
Indianapolis, IN 46204
Email: martinsc@myips.org

12.10 Data Sharing and Confidentiality. Parties do not anticipate Buyer providing Seller with any student information pursuant to this Agreement. Notwithstanding the foregoing, the parties expressly acknowledge that all student information not designated by Buyer as "directory information" is considered private and subject to protection. The parties further acknowledge that Buyer has implemented policies and guidelines which describe when and how protected student information may be obtained, shared or otherwise disseminated and that Seller and its agents are subject to such policies and guidelines and will comply with same. Any student information that Seller or its agents receives is confidential and may only be used for providing services under this Agreement. Seller agrees to maintain the confidentiality of information that it may have access to under this Agreement and further agrees not to disclose any such information gained during the course of providing services under this Agreement to any person or entity other than the student, parent, guardian, or Buyer, as applicable, without the express agreement of Buyer.

12.11 Waiver; Remedies Cumulative. The rights and remedies of the Parties hereunder are cumulative and not alternative. Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or any of the documents referenced herein will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or any of the documents referred to herein can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by both Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to herein.

12.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute one and the same instrument.

12.13 Authority; No Conflict. Each of the Parties represents and warrants to the other that (a) such Party is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or creation; (b) such Party has all corporate legal capacity, power and authority to make, execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; (b) this Agreement constitutes the valid and legally binding obligation of such Party, enforceable in accordance with its terms, except as such unenforceability may be limited by applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and general principles of equity (whether considered in equity or at law); (c) neither the

execution or delivery of this Agreement, nor the consummation by such Party of the transactions contemplated hereby, nor compliance with or fulfillment of the terms hereof will (i) violate any law applicable to, or any provision of the articles, charter, bylaws or other organizational or governance documents of such Party, or (ii) result in a material breach of, constitute a material default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice or consent under, any contract to which such Party is a party or by which such Party is bound (except for such notices or consents that have already been obtained by such Party in accordance with such contract).

12.14 Work Eligibility. Pursuant to Neb. Rev. Stat. §§ 4-108 through 114, Seller shall use a federal electronic verification program authorized by the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. §1324 ("E-verify Program" or an equivalent federal program designated by the Department of Homeland Security or other authorized federal agency) to verify the work eligibility status of new employees physically performing services within the State of Indiana. Seller shall require any subcontractor to comply with the provisions of this section.

12.15 Compliance with Applicable Laws. Each party hereto understands, acknowledges, and agrees that it will comply with all laws, regulations, and other legal standards applicable to its performance under this Agreement. Each party will exercise due care and act in good faith at all times in performance under this Agreement. Further, Seller expressly acknowledges that Family Educational Rights and Privacy Act ("FERPA") may govern information received by it under this Agreement and Seller agrees that it will comply with FERPA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have made this Agreement effective as of the Effective Date.

“BUYER”

**INDIANAPOLIS PUBLIC SCHOOLS
DISTRICT, a/k/a IPS**

Mary Ann Sullivan, Board President

Elizabeth Gore, Board Secretary

“SELLER”

**QUARRY JUMPERS PRODUCE, INC.
d/b/a RUBICON AGRICULTURE**

Christopher Moorman, President

[Signature page to Agreement for the Purchase and Sale of Goods]

EXHIBIT A

DESCRIPTION OF THE PRODUCT AND SPECIFICATIONS

Product: AgroBox Model L3

Product Specifications

1. 40x8x9.5' modified shipping container with unpainted exterior
2. Three hydroponic grow units
3. PLC automation suite
4. Automated HVAC system
5. 10 inch GOT touchscreen display
6. Internal Utility Hookups per Bryan Request

EXHIBIT B

SERVICE PLAN

1. Service Plan. Upon the request of Buyer, Seller will provide one (1) service call and inspection at the Delivery Destination of the Product's structural and growing systems at a mutually acceptable date and time during the period commencing on the date that is six (6) months after the Delivery Date and ending on the date that is twelve (12) months after the Delivery Date (the "**Structural/Growing Service Call**"). Upon the request of Buyer, Seller will provide one (1) service call and inspection at the Delivery Destination of the Product's controls and HVAC system at a mutually acceptable date and time during the period commencing on the date that is six (6) months after the Delivery Date and ending on the date that is twelve (12) months after the Delivery Date (the "**Controls/HVAC Service Call**" and, together with the Structural/Growing Service Call, the "**Service Calls**"). Seller shall repair any breaches of the Limited Warranty (defined below) discovered during the Service Calls and not otherwise the result of a modification of the Product by Buyer or a third party and/or Buyer's failure to use, operate, store and maintain the Product in accordance with the Manual. In addition to said Service Calls, Seller shall provide remote support including trouble-shooting and basic training (the "**Remote Support**"). Remote Support may be provided via Seller's remote access into the Product's control system, with Buyer's express permission; or by telephone, electronic mail or other suitable forms of communication as the situation may require. Remote Support shall continue for a period of two (2) years after the Delivery Date. The Service Calls and Remote Support shall be made by Seller at no cost to Buyer.

2. Pass-Through Warranty. Seller hereby transfers, conveys and assigns its rights under any warranties made to Seller on the components of the Product, but solely to the extent such warranties may be transferred, conveyed or assigned in accordance with their terms. The Parties will use good faith and commercially reasonable efforts to enforce their respective rights under any such pass-through warranties; provided, that, Buyer shall reimburse Seller for any out-of-pocket expenses incurred by Seller in connection with Buyer's request for Seller's cooperation or efforts in enforcing rights under any such pass-through warranties.

3. Limited Warranty. Seller makes the following limited warranty (the "**Limited Warranty**") regarding the Product to Buyer:

3.1 Commencing on the Delivery Date and continuing for a period of one (1) year, the Product will be free from defects in materials and workmanship under normal use.

3.2 Commencing on the Delivery Date and continuing for a period of one (1) year, the Product's HVAC system and components will be free from defects in workmanship under normal use.

3.3 Commencing on the Delivery Date and continuing for a period of one (1) year, the Product's electrical system will be free from defects in workmanship under normal use.

3.4 Commencing on the Delivery Date and continuing for a period of one (1) year, the controls system will be free from material inaccuracies in environmental manipulation and growing system, including without limitation all electrical components after termination at the external disconnect.

The Limited Warranty only extends to the Buyer and not to any other user of the Product or third person. Buyer's sole and exclusive remedy and the entire liability of Seller under this Limited Warranty will be, at Seller's or Seller's service provider's option, shipment of a replacement and/or repair of the defect within the applicable warranty period or a refund of the Purchase Price if the Product is returned to Seller, freight and insurance prepaid. The Limited Warranty shall not apply to any defects or issues resulting from (1) Buyer's or a third party's modifications to the Product; (2) Buyer's or any third party's use, maintenance, storage or other operation of the Product not in compliance with the Manual; and/or (3) preventative maintenance on the Product is not performed in accordance with the Manual. Seller hereby reserves the right to inspect and fully-disassemble (subject to reassembly without cost to Buyer) any items subject to a claim under the Limited Warranty and Buyer shall make the Product and/or defective part thereof accessible to Seller for such inspection or disassembly.

DOCS/1601728.5