



ENGAGEMENT AGREEMENT

This constitutes an agreement to retain *Fitch & Associates, LLC*, 2901 Williamsburg Terrace, Suite G., Platte City, MO 64079-0170 (the "Firm") to provide consulting services for *Ottosen, DiNolfo, Hasenbalg & Castaido, Ltd.*, 1804 North Naper Boulevard, Suite 350, Naperville, IL 60563 (the "Client").

It is understood that project work will include access to proprietary documents and information. Both parties acknowledge that the Firm represents other medical transportation and fire suppression related organizations. Fitch & Associates, LLC agrees that confidential information about the Client or its related entities will not be released, except as required by law, without the prior approval of the Client, firm agrees to execute a Business Associate Agreement as required under federal guidelines in accordance with what is commonly referred to as "HIPAA." The Client agrees that it shall not release any of the Firm's materials provided, or utilized during the process, without written permission.

This engagement is proposed in two distinct phases. Phase 1 will complete an impact assessment of a specific proposed occupancy and presentation of summary opinions. This will be billed at a blended services rate of \$275/hour per consultant plus travel and expenses. All reasonable and customary travel and expenses will be billed at cost with no mark-up. It is understood that the desired delivery date is between October 31, 2020 and no later than November 30, 2020.

Phase 2 will be completed solely at the direction of the Client, the Professional fees to accomplish any additional work shall be billed at the same rates as described in Phase 1 with no limitations on costs since they are at the discretion of the client. Additional work may include follow up testimony, depositions, preparation, etc. Invoices are to be paid upon receipt, unpaid balances over 30 days shall be subject to a 1.5% per month interest charge.

Personnel utilized to complete this agreement will be the employees or independent contractors of Fitch & Associates, LLC or its related entities. The Client will be contacted, in advance if possible, should a change of personnel be necessary. The Client agrees not to employ, or offer employment to any of the Firm's personnel, for a period of two years following the conclusion of this agreement without the written permission of the Firm.

In the event the Client determines not to proceed with this agreement during its term, the Firm may retain all sums paid by the Client for any expenses incurred and for work actually performed, but unpaid by the Client, an hourly rate of \$300. In this event, the Firm would bill for services in this fashion, and upon full payment, other obligations of either party to this agreement shall terminate except for the disclosure of information and solicitation of personnel as stated herein and both parties shall be released from other obligations.

The parties agree to mutually hold the other party harmless for any losses and expenses resulting from any and all third-party claims or litigation arising out of the performance of this agreement.

Schedules outlined are approximate and may be modified by agreement of the parties. The Firm will not be held liable for schedule compliance should the Client request or require schedule adjustments.

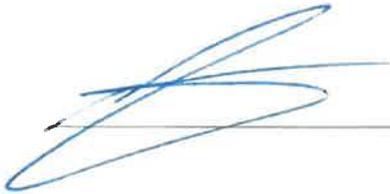
If for any reason any portion of this agreement between the parties is in dispute, both parties will make best efforts to resolve the dispute without resorting to litigation. Should litigation be required to resolve any dispute between the parties, the party not prevailing in the dispute will pay reasonable Attorney's fees as part of any settlement.

This agreement constitutes the complete understanding of the parties and modifications shall be made in writing and acceptable to both parties.

for:
OTTOSEN, DINOLFO, HASENBALG & CASTAIDO, LTD

for:
FITCH & ASSOCIATES, LLC

Stavon Knight



9-14-20
Date

13 September 2020
Date

Stephen J. Nobile
Printed Name