SALES AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of March 2022 by and between ELITE ENTERPRISES, INC., a Missouri corporation (hereinafter "Elite") and MCKNIGHT CROSSINGS CHURCH OF CHRIST (hereinafter "Client");

WHEREAS, Elite has submitted to MCKNIGHT CROSSINGS CHURCH OF CHRIST a detailed proposal dated March 23, 2022, for *Lighting Updates* for the Client (hereinafter "Proposal"); and

WHEREAS, the Client has accepted all of the terms and conditions of the Proposal, a copy of which is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein; and

WHEREAS, Elite and the Client wish to enter into a contract for the sale and installation of all of the equipment and providing of all services detailed by Elite in the Proposal;

NOW THEREFORE, the parties agree hereto as follows:

1. PROJECT.

   The Client hereby agrees to purchase from Elite and Elite hereby agrees to sell and provide the services detailed in the Proposal to the Client including, but not limited to the equipment, terms of installation, and applicable warranties all of which are hereby incorporated into this Agreement as if fully set forth herein (the "Project").

2. PAYMENT TERMS.

   a) EQUIPMENT.

   Along with this contract, Elite will present the Client with an invoice for payment in full for the cost of all equipment and materials listed in the Proposal. This payment is due upon the execution of this agreement. Upon receipt of this payment, Elite will order all equipment and materials for this project and safely store same until these materials are delivered to the jobsite for installation. Elite will maintain insurance coverage for equipment and materials while in its possession including during transportation to jobsite.

   b) LABOR.

   Upon completion of the Project the Client will be presented an invoice for all labor and other unpaid costs and charges as per the Proposal, as same may be amended from time to time during the Project. Invoice for Final Payment will be paid within fifteen (15) days of receipt if all work has been completed to the Client's satisfaction. All amounts not paid within fifteen (15) days of the invoice date are subject to a finance charge of one and one-half percent (1 ½%) per month.

c) CANCELLATION/RE-STOCKING FEES.

Once executed, in absence of a prior breach by Elite, this agreement may not be cancellable by the Client for any reason. In the event that all or any part of the Project shall be cancelled or revised such that any or all of the equipment is returned or delivery is refused then the Client shall pay a re-stocking fee equal to thirty (30%) of the invoice amount of said equipment. This shall not be the exclusive remedy or constitute agreed upon liquidated damages for such a cancellation and Elite shall have all remedies available at law for breach of this agreement in the event of any attempted cancellation of the Project or any part thereof by the Client. Elite shall submit an invoice for any such re-stocking fees and same shall be payable when submitted. All amounts not paid within fifteen (15) days of the invoice date are subject to a finance charge of one and one-half percent (1 ½%) per month.

3. SOFTWARE/CODE.

The Project may include programmable devices that require custom programming to operate as designed. Purchase and installation of these devices entitles or licenses the client to the compiled, machine or operating files that allows the specific device, as installed per this contract, to perform as programmed. The custom, editable files, or editable portions of said files, used by Elite to produce the operating files are the intellectual property of Elite and Elite retains all right to these files and does not transfer ownership of said editable program files to the client.

4. PROJECT SCHEDULE.

Elite will work with the client to schedule the install as soon as possible, based on equipment availability; Elite's install schedule and the client's schedule.

5. COSTS AND ATTORNEYS' FEES.

In the event of any claim or dispute arising out of this agreement, including any efforts on the part of Elite to seek payment for unpaid invoices the party that substantially prevails shall be awarded, in addition to all other relief (as per Section 2 finance charges above), all attorneys' fees and other costs and expenses incurred in connection with the claim or dispute, including without limitation those fees, costs and expenses incurred before, during or after suit, in any arbitration, in any appeal, in any proceedings under any present or future bankruptcy act or state receivership, and in any post-judgment proceedings.

6. NOTICES.

Notices hereunder shall be deemed properly delivered when and if delivered or telefaxed, or mailed by Registered or Certified Mail, Return Receipt Requested, postage prepaid, to the parties as set forth below (notices given by mail being deemed given on the second business day after deposited in the United States Mail):

if to Elite, to Elite at:

Elite Enterprises, Inc.
Attn: Jeff Erickson
1250 Jungermann Road
Saint Peters, Missouri 63376

and if to Client, to Client at:

MCKNIGHT CROSSINGS CHURCH OF CHRIST
Attn: Don Fitzgerald, President
2515 McKnight Road
Saint Louis, MO 63124

Each party may designate a substitute address to which notices to such designating party shall be delivered, by delivering notice of such designation in accordance with the terms of the paragraph.

7. NO WAIVER.

Any failure on the part of either to assert a claim for indemnification or compliance with a breach of this agreement in any instance will not serve as a waiver of that party's right to assert a similar claim in the future.

8. GOVERNING LAW.

The provisions of this Agreement shall be governed by the laws of the State of Missouri.

9. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understandings and representations made by and between the parties and the agents, servants, and employees.

10. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. A transmission of an image of this Agreement showing a signature will have the same binding effect as an original bearing an original signature. No party may raise the use of a facsimile machine, email or other image transmission device or method or the fact that any signature was transmitted as an image as a defense to the enforcement of this Agreement. At the request of either party, the parties will confirm signatures by signing and delivering an original document.

11. CAPTIONS.

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

12. MODIFICATIONS.

This Agreement cannot be changed, modified, discharged, or terminated by any oral agreement or any other agreement and there cannot be any waiver of the warranties, representations and covenants expressly contained in this Agreement unless the same is in writing and signed by the party against whom enforcement of the change, modification, discharge, termination, or waiver is sought. All change-orders must be in writing and signed and dated by the Elite and the Client and if any additional equipment is called for the payment terms remain as set forth above.

13. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding on, and the benefits hereof shall inure to, the successors and assigns of the parties hereto.

14. INVALIDITY.

If any term or provision of this Agreement, or any part of such term or provision, or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision or remainder thereof to persons or circumstances other than those as to which it is held invalid and unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. NO THIRD-PARTY BENEFICIARY.

The provisions of this Agreement are for the sole benefit of the parties to this Agreement and their successors and assigns and shall not give rise to any rights by or on behalf of anyone other than such parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first written above.

ELITE ENTERPRISES, INC.

By: JEFF ERICKSON, President

MCKNIGHT CROSSINGS CHURCH OF CHRIST

By: DON FITZGERALD, President

Proposal to:

McKnight Crossings Church of Christ

For:

Lighting Updates

March 23, 2022



1250 Jungermann Road, St Peters, MO 63376

Technology that works for you.

ELITE TECHNOLOGY SOLUTIONS

About Us

Elite Technology Solutions is a professional, design-build, systems integration firm. We apply our creativity and competency to produce beautiful, reliable and easy-to-use systems for our church, educational, museum, business and luxury residential clientele.



Our History

Elite was established in 1988 by Jeff Erickson. At the start, Elite focused primarily on sound reinforcement systems for churches. We then added video display systems and expanded our market to include schools and businesses. Most of these institutions had no trained technical staff, so it became vital that we make these systems easy-to-use. Integration and control became a central theme for all of our systems.



Our Team

Jeff Erickson heads up a talented team of professionals that bring a unique mix of competency, care and passion to our industry. We have many years of experience in multiple disciplines allowing us to bring you creative designs and quality installations. Our people make the difference and our clients enjoy the benefits of a team that listens and responds.



Our Services

Elite has been serving the marketplace now for over 30 years. We provide comprehensive A/V related technology solutions starting from initial consultation and design, through installation and commissioning, to training the staff. We follow up with great service and future upgrades.



Our Goal

Happy, satisfied clients are our goal. Whether your project is large or small, you deserve the time and attention to assure a great outcome. Great systems that are reliable, easy-to-use and easy-to-own make satisfied customers. And once your system is in, great service and followup make the difference.

ELITE
TECHNOLOGY SOLUTIONS

WARRANTY

All materials and workmanship will be covered by a one-year warranty as follows:

1. All new equipment sold by Elite will be covered by the manufacturer's warranty, which may be longer or shorter than the one-year installation warranty.

2. Any failure of the system (or any part of the system) due to defects in the installation will be corrected by us at no additional cost to you for the warranty period.

3. This warranty is void if any party other than us should tamper with or attempt to repair the system under question.

4. This warranty does not cover any losses or damage incurred on the owner because of any failure of this system to operate, other than covered repairs to the system itself.

5. This warranty does not cover damage incurred to the system or any part thereof by abuse, misuse or negligence.

6. This warranty does not cover damage done to the system by fire, flood, lightning or any other acts of God.

7. This warranty applies only to the system as installed by us at the location we installed it. If the system is moved or modified the warranty is void.

8. This warranty does not cover new/used equipment provided by the customer that we integrate with this system.

9. Unless otherwise specified somewhere else, any used equipment provided by Elite carries a 90-day warranty. We will repair or replace, at our option, any defective equipment covered by this warranty during the 90 days.

10. Apple Products are warranted by Apple. Elite assumes no warranty obligations for Apple products provided with this system.

11. Elite assumes no liability or responsibility for the support or functionality of software provided by equipment manufacturers or others used to create, program, manage, control or otherwise support this system.

HOUSE LIGHTING

SCOPE

Elite is proud to offer you this quote to update the 1970's era lighting controls in your Church. Features include:

1. Replace existing latching relays with modern lighting contactors/relays in new enclosures.
2. Current lighting circuits will be maintained as is. (see diagram 1 provided by client)
3. New relays will be controlled via a programmable control processor with ethernet based remote relay modules.
4. Control will be via a color touch screen and wall-mount keypads.
5. Control processor will be housed in the existing equipment rack and use existing power.
6. All programming will be customized to meet your needs.
7. Programming includes advanced interface with a scheduler (scenes initiated by date and time of day), a scene setter (allows client to easily create and name scenes) and scenes for all keypad buttons.
8. Training on use and care of the system is included as well as program debugging.
9. Used Crestron CP3 to be allocated for project until new Crestron CP4 arrives

HOUSE LIGHTING

QTY	DESCRIPTION	PRICE	LABOR	TOTAL
1	Crestron CP4 4-Series Control System	$1,695.00	$0.00	$1,695.00
1	Elite Varies Crestron 7" Color Touch Screen, Used	$395.00	$0.00	$395.00
3	Crestron CEN-IO-RY-104 Wired Ethernet Module with 4 Relay Ports	$315.00	$0.00	$945.00
1	Crestron C2N-CBD-P-B-S Cameo Keypad, Standard Mount, Black Smooth	$295.00	$0.00	$295.00
1	Elite Custom Lighting Control Relay Panel, 12 Relays	$455.00	$0.00	$455.00
1	Elite Custom Lighting Control Relay Panel, 8 Relays	$355.00	$0.00	$355.00
1	Elite Misc. Bulk cable, connectors, hardware, etc. for installation (estimated)	$250.00	$0.00	$250.00
16	Elite Installation Installation Services (estimated)		$95.00	$1,520.00
14	Elite Programming Programming Services (estimated)		$175.00	$2,450.00
1	Elite Electrical Work 3rd party electrical contractor (estimated)		$1,495.00	$1,495.00

HOUSE LIGHTING TOTAL **$9,855.00**

STAGE LIGHTING

SCOPE

Elite is proud to offer you this stage lighting package to significantly improve the quality of the lighting on your stage. Features include:

1. Robust, professional fixtures with very bright 250 watt LED.
2. 5 fixtures are variable white (adjustable from 2700 to 6500) and 2 are Quad LED RGBWW for color and white.
3. High CRI (96-97).
4. Lights are controlled via DMX. (3-8 channels each, depending fixture type and configuration).
5. Lens are available in 19, 26 and 36 degrees.
6. Fixtures will be ordered in white.
7. Fixtures will be placed along the existing recessed alcoves out in front of the stage (see diagram 2 provided by client - locations are approximate).
8. Some electrical work will be required to provide power to the stage lighting. Electrical work is an estimate.
9. Stage lighting control will be integrated into the house lighting system. Additional control via theatrical lighting methods can be added in the future.
10. Programming to include scenes and keypad integration (see house lighting).

STAGE LIGHTING

QTY	DESCRIPTION	PRICE	LABOR	TOTAL
5	Mega Systems 7060-VW2 DRAMA PROFILE LED VW2, 250W VARIABLE WHITE LED, CRI 97, 5 PIN XLR, 100-240V AC 50/60 HZ	$1,499.00	$0.00	$7,495.00
2	Mega Systems 7060-Q2W DRAMA PROFILE LED Q2W, 250W LED, RGBWW	$1,499.00	$0.00	$2,998.00
4	Mega Systems 7060-LENS-36 DRAMA PROFILE LED, 36° LENS	$229.00	$0.00	$916.00
2	Mega Systems 7060-LENS-26 DRAMA PROFILE LED, 26° LENS	$229.00	$0.00	$458.00
1	Mega Systems 7060-LENS-19 DRAMA PROFILE LED, 19° LENS	$229.00	$0.00	$229.00
1	Entec 71020 DIN-ODE Mk2 Ethernet Gateway	$295.00	$0.00	$295.00
1	Elite Misc. Bulk cable, connectors, hardware, etc. for installation (estimated)	$400.00	$0.00	$400.00
20	Elite Installation Installation Services (estimated)		$95.00	$1,900.00
18	Elite Programming Programming Services (estimated)		$175.00	$3,150.00
1	Elite Electrical Work As performed by 3rd party electrical contractor (estimated)		$2,495.00	$2,495.00
	STAGE LIGHTING TOTAL			**$20,336.00**

ACCEPTANCE

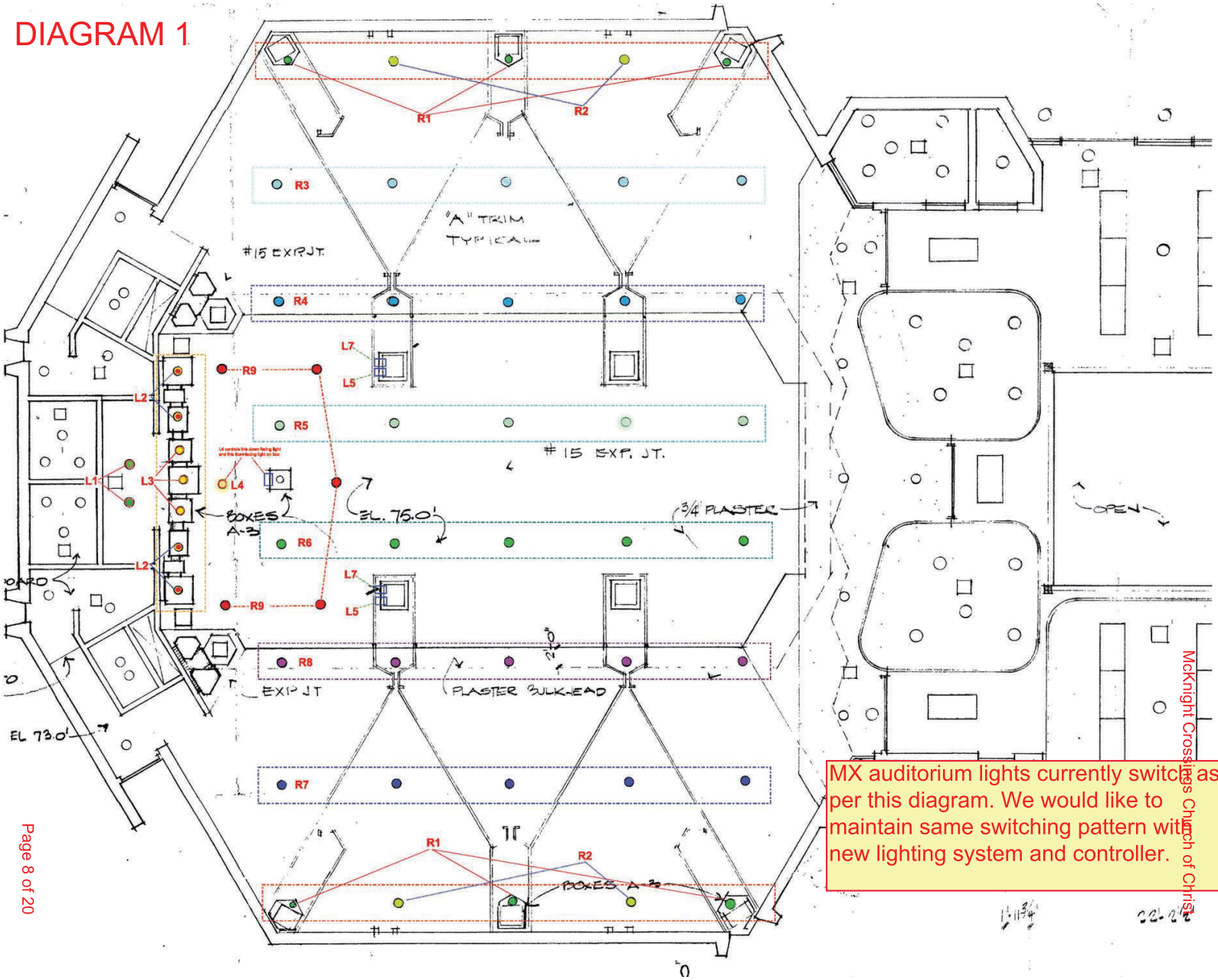
ACCEPTANCE

PAYMENT SCHEDULE

Equipment & sales tax (if applicable) prepaid at the time of execution of this Proposal. Labor is due upon completion. All amounts from invoices not paid within fifteen (15) days are subject to a finance charge of one and one-half percent (1.5%) per month (annual rate of eighteen percent-18%). In the event that any unpaid invoices for equipment, labor or any other services provided are placed with an attorney for collection then you will be responsible for all reasonable attorneys' fees and expenses of collection. This Proposal is valid for 30 days. NOTE: 3% processing fee will be added for credit card payments.

EQUIPMENT TOTAL	$17,181.00
INSTALLATION	$7,410.00
PROGRAMMING	$5,600.00
LABOR TOTAL	$13,010.00
SUBTOTAL	$30,191.00
TOTAL SALES TAX	$0.00
PROJECT TOTAL	$30,191.00

DIAGRAM 1

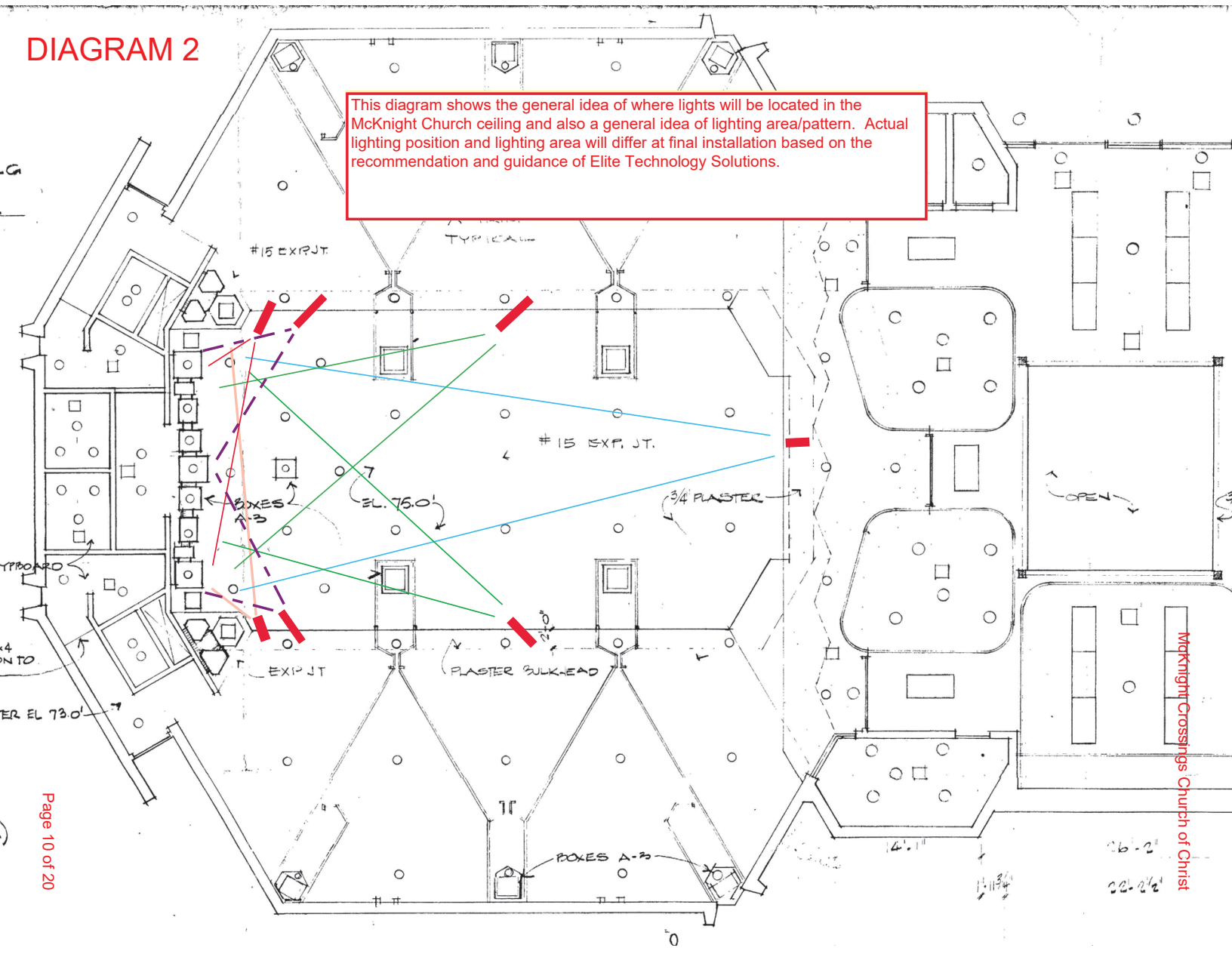


MX auditorium lights currently switches as per this diagram. We would like to maintain same switching pattern with new lighting system and controller.

McKnight Crossings Church of Christ

DIAGRAM 2

This diagram shows the general idea of where lights will be located in the McKnight Church ceiling and also a general idea of lighting area/pattern. Actual lighting position and lighting area will differ at final installation based on the recommendation and guidance of Elite Technology Solutions.



McKnight Crossings Church of Christ

Elite Enterprises, Inc.

1250 Jungermann Road
Saint Peters, MO 63376

Invoice

DATE	INVOICE #
3/22/2022	10564

BILL TO
McKnight Crossings Church of Christ 2515 S. McKnight Road Saint Louis, MO 63124

ELITE TECHNOLOGY SOLUTIONS

Phone #	E-mail	Work Order #	TERMS
636-939-4474	janice@elite1988.com		Per Sales Agreement

DESCRIPTION	QTY	RATE	AMOUNT
Equipment for Lighting Updates per Sales Agreement Dated March 21, 2022			
HOUSE LIGHTING			
Crestron CP4 4-Series Control System	1	1,695.00	1,695.00T
Crestron 7" Color Touch Screen, Used	1	395.00	395.00T
Crestron CEN-IO-RY-104 Wired Ethernet Module with 4 Relay Ports	3	315.00	945.00T
Crestron C2N-CBD-P-B-S Cameo® Keypad, Standard Mount, Black Smooth	1	295.00	295.00T
Custom Lighting Control Relay Panel, 12 Relays	1	455.00	455.00T
Custom Lighting Control Relay panel, 8 Relays	1	355.00	355.00T
Elite Misc. Bulk cable, connectors, hardware, etc. for installation (estimated)	1	250.00	250.00T
House Lighting Total			4,390.00
STAGE LIGHTING			
Mega Systems 7060-VW2 Drama Profile LED VW2, 250 Variable White LED, CRI 97, 5 Pin XLR, 100-240V AC 50/60 HZ, Requires Lens	5	1,499.00	7,495.00T
Mega Systems 7060-Q2W DRAMA PROFILE LED Q2W, 250W LED, RGBWW, 5 PIN DMX CONNECTION, 110-240 50/60HZ	2	1,499.00	2,998.00T
Mega Systems 7060-LENS-19 Drama Profile LED, 19" Lens	1	229.00	229.00T
Mega Systems 7060-LENS-26 Drama Profile LED, 26" Lens	2	229.00	458.00T
Mega Systems 7060-LENS-36 Dram Profile LED, 36" Lens	4	229.00	916.00T
Enttec 71020-ENTTEC DIN-ODE Mk2 Ethernet Gateway	1	295.00	295.00T
Elite Misc. Bulk cable, connectors, hardware, etc. for installation (estimated)	1	400.00	400.00T
Stage Lighting Total			12,791.00
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	Total		$17,181.00