Citrus Research and Field Trial (CRAFT) Foundation, Inc.

MEETING OF THE BOARD OF DIRECTORS April 9, 2025, at 1:00 p.m.

Members:Mr. Glenn BeckMr. Tom Mitchell, ChairMr. Bill LennonMr. Phillip Rucks, Vice-ChairDr. Trevor SmithMr. Daniel Hunt, TreasurerMr. John Updike, Jr.

Staff:

Steven Hall, Executive Director and Program Manager Tina Buice, Assistant Program Manager Carisa Keller, Scientific Coordinator

AGENDA

- 1. Welcome and Call to Order Tom Mitchell
- 2. Roll Call Steven Hall
- 3. Presentation and Request for Approval of Previous Meeting Minutes Steven Hall
- 4. Presentation of Treasurer's Report Kevin Metheny, Controller
- 5. Request for Approval of Proposed Project Withdrawals, Amendments, and Planting Extensions Carisa Keller
- 6. ETT Data Analysis Contract for Approval Steven Hall
- 7. CRAFT Cycle Six and ETT Round Three Update **Steven Hall**
- 8. ETT Program Final Payment Amendments Update Steven Hall
- 9. CRAFT Cycle Seven Discussion **Steven Hall**
- 10. Executive Director Updates Steven Hall
- 11. New Business Tom Mitchell
- 12. Adjourn

Upcoming Meetings

May 14, 2025 (Tentative) June 25, 2025

Notice of Meeting/Workshop Hearing

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Division of Administration

The CRAFT Foundation, Inc., Board of Directors announces a public meeting to which all persons are invited. DATE AND TIME: Wednesday, April 9, 2025, 1:00 p.m.

PLACE: Attendees may attend the meeting at 600 N. Broadway Avenue, Suite 101, Bartow, FL 33830 or join the meeting online at: https://us02web.zoom.us/j/81579616415?pwd=subZrayAwU9ckSbPD504LPFJ3AgfJQ.1

GENERAL SUBJECT MATTER TO BE CONSIDERED: The CRAFT Board of Directors will meet to discuss and execute matters of the Board including, but not limited to, approval of previous meeting minutes, financial reports, requests for project amendments, an update on CRAFT Cycle Six and ETT Round Three projects, and other matters of the Board.

A copy of the agenda may be obtained by contacting: Steven Hall, Executive Director of CRAFT, at Steven@CRAFTFDN.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 2 days before the workshop/meeting by contacting: Steven Hall, Executive Director of CRAFT, at Steven@CRAFTFDN.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

For more information, you may contact: Steven Hall, Executive Director of CRAFT, at Steven@CRAFTFDN.org.

Citrus Research and Field Trial (CRAFT) Foundation Inc. Minutes of the Board of Directors Meeting March 11, 2025

A meeting of the Board of Directors of the Citrus Research and Field Trial (CRAFT) Foundation, Inc. was held on March 11, 2025. The meeting was properly noticed and recorded and was called to order at 10:00 a.m. Board Members present Tom Mitchell, Chair, Glenn Beck, Daniel Hunt, Bill Lennon, Phil Rucks, and Mr. Johnny Updike.

Others in attendance: Tina Buice, Melanie Burns, Steven Hall, Matt Joyner, Carisa Keller, Kevin Metheny, Audrey Nowicki, Brandon Page, Margaret Stricklen and Tamara Wood.

- **1. Welcome and Call to Order:** Mr. Mitchell welcomed the Board to the meeting and reported that this meeting of the CRAFT Foundation, Inc., Board of Director's, was properly noticed in the Florida Administrative Register.
- **2. Roll Call:** Mr. Steven Hall called roll, determined a quorum was present.
- **3. Presentation and Request for Approval of Previous Meeting Minutes:** The minutes from February 12, 2025, meeting was presented for approval.

Motion made by Mr. Glenn Beck, seconded by Mr. Daniel Hunt, to approve February 12, 2025, meeting minutes as presented, passed unanimously.

4. Presentation of Treasurers Report. Mr. Metheny presented the Treasurer's Report for the 8 months ending February 28, 2025. Mr. Metheny reported that during this time period: \$8.5 million has been released as Grower payments; Interest Income totals \$442,112; and undistributed Grower funds are \$22 million. In addition, all funds have been moved out of Truist, and those accounts have been closed.

Motion made by Mr. John Updike, seconded by Mr. Bill Lennon, to approve the Treasurer's Report as presented, passed unanimously.

5. Request for Approval of Proposed Project Withdrawals, Amendments and Planting Extensions. Ms. Carisa Keller presented the following projects for approval to withdraw from the CRAFT program: R277, R278, 361S, 375S, 384S, 521S, 522S, 631R and 635R; ETT 3020, 3055, 3070, 3074, and 3143.

Projects R277 and R278 received their first payments; have returned the money to CRAFT and have reapplied and been accepted into a new CRAFT cycle as Solid set projects instead of resets.

Projects 375S and 384S received their first payments for \$75,000 and have not paid this back yet. Staff recommendation is to request the grower to pay back the \$75,000.

All ETT year 3 projects listed above have not received any payments.

Motion made by Mr. John Updike, seconded by Mr. Daniel Hunt, to approve the above mentioned withdrawals as presented, requesting projects 375S and 384S return their first payment; passed unanimously.

Ms. Keller also presented the following amendments:

- Grower 5 requested to swap three approved projects for three different projects equaling almost the same acreage. The replacement projects are Object ID 43, 46 and 47 all in Polk County
- 352P requested to change their project design by using an interstock as an option instead of 4 of the 5 PEP varieties.
- 500S requested to change the location of their project.
- 536S requested to change their design including scion and rootstock.

Motion made by Mr. Glenn Beck, seconded by Mr. John Updike, to approve the above mentioned amendments as presented; passed unanimously.

There were no requests for extensions to planting dates at this time.

6. CRAFT Cycle Six and ETT Round Three Update: Mr. Steven Hall gave updates on CRAFT Cycle Six and ETT Round Three funding, stating that almost all contracts for these projects have been signed by the growers and returned to CRAFT. Mr. Hall reported that the MAC funds of \$2 million are locked up because of government changes due to the new administration. He recommended that staff move forward to fund waitlisted traditional projects with money made available by withdrawals. It was suggested that the MAC money, once it is released, could then be used to open a new PEP application.

Mr. Hall also reported that the Public Dashboard of the data portal is locked because of federal freezes affecting the USDA. It was determined that ETT data can be accessed since it is not at USDA. Staff will keep the board updated on any changes.

7. ETT Program Rounds 1 and 2 Final Payments Discussion: Mr. Steven Hall reported that growers have asked about moving up their final payments for ETT 1 and 2 instead of having to wait until after their year three harvest data.

Motion made by Mr. John Updike, seconded by Mr. Bill Lennon, to approve the final ETT Round 1 and 2, Grower Payments to be made after the second year of harvest data, instead of the third year; with the caveat that growers who fail to provide third year harvest data, will not be allowed to participate in any future CRAFT projects; passed unanimously.

8. Executive Director Updates: Mr. Hall reported on upcoming out reach programs: Florida Show in Indian River this week, Taste of Florida in Tallahassee next week, Taste of Sunshine the next week, and the Citrus Hall of Fame Luncheon the end of March. The next CRAFT Board meetings are planning for April 9th, May 14th and June 25th.

Mr. Hall also reported that a donation for CRAFT has been received by someone at Mosaic. When staffers at Mosaic take part in volunteer projects, the company will match their hours with a rebate paid to a non-profit organization chosen by the staffer.

9. New Business: No new business.

10. Adjourn: Meeting adjourned at 11:05 am.

Upcoming meetings:

April 9, 2025

May 14, 2025

June 25, 2025 - Annual Meeting

I, Steve	n Hall,	Execu	ıtive	Director	and	Corporate	Secretary	of t	the	Citrus	Res	earch	and	Field	Trials
Foundat	ion, Ind	c., do	hereb	y certify	that	the above	and foreg	oing	are	true	and	correct	t min	utes	of the
proceed	ings tal	ken at	the B	oard of D	irect	ors meeting	g held Mar	ch 1:	1, 20)25.					

x Steven Hall

Executive Director and Corporate Secretary

CITRUS RESEARCH RESEARCH AND FIELD TRIAL, INC. Statement of Financial Position March 31, 2025

<u>Assets</u>

Truist - Operating Account Truist - Money Market Account	\$ -
Bank of Central Florida - Operating Account Bank of Central Florida - Money Market/Swwep Account	5,636,776.48 22,249,119.87
Accounts Receivable - Operating Funds	67,398.02
Total Assets	\$ 27,953,294.37
<u>Liabilities</u>	
Accounts Payable	\$ -
Undistributed Operating Funds (Deferred Income)	109,177.84
Undistributed Grower Funds (Deferred Income)	26,999,059.50
<u>Equity</u>	
Net Profit	512,848.06
Equity	332,208.97
Total Liabilities & Equity	\$ 27,953,294.37

CITRUS RESEARCH AND FIELD TRIAL, INC.

Income Statement

For The Nine months ending March 31, 2025 (A)

For Fiscal Year Ending June 30, 2020, 2021, 2022, 2023, 2024 - AUDITED (C)

Cycle 1, 2, 3, 4, 5(PEP), 6(PEP), ETT1, ETT2, ETT3 - Program to Date March 31, 2025 (D)

	Nir	Current Year (A) ne months ending March 31, 2025	_	(C) Fiscal Years 2020 - 2024		(D) mbined Program Since Inception
INCOME - Grower Funds - CYCLE 1						
Grant - CRDF Grant - CRDF (Cycle 1 rolled into Cycle 2) Grant - FDACS	\$	- 0.00 0.00	\$	2,000,000.00 (25,000.00) 3,865,100.00	\$	2,000,000.00 (25,000.00) 3,865,100.00
Grant - USDA		0.00		21,400.00		21,400.00
TOTAL INCOME - Grower Funds	\$	-	\$	5,861,500.00	\$	5,861,500.00
EXPENSE - Grower Funds- CYCLE 1 Grower Payments - Released	\$	(37,050.00)	\$	(5,741,550.00)	\$	(5,778,600.00)
Grower Funds - Pending Release - (Deferred Income)	-	37,050.00	_	(119,950.00)	_	(82,900.00)
	\$	-	\$		\$	-
INCOME - Grower Funds - CYCLE 2						
Grant - CRDF (Rollover - Cycle 1) Grant - CRDF	\$	0.00	\$	25,000.00 3,000,000.00	\$	25,000.00 3,000,000.00
Grant - USDA	-	0.00	_	6,255,636.00	_	6,255,636.00
TOTAL INCOME - Grower Funds	\$	-	\$	9,280,636.00	\$	9,280,636.00
EXPENSE - Grower Funds - CYCLE 2 Grower Payments - Released	\$	(384,450.00)	\$	(7,278,000.00)	\$	(7,662,450.00)
Grower Funds - Pending Release - (Deferred Income)	_	384,450.00	_	(2,002,636.00)		(1,618,186.00)
	\$	-	\$	•.	\$	-
INCOME - Grower Funds - CYCLE 3					_	
Grant - CRDF TOTAL INCOME - Grower Funds	\$		\$ \$	5,000,000.00	\$	5,000,000.00
TOTAL INCOME - Glower Fullus	Þ	•	Þ	5,000,000.00	Þ	5,000,000.00
EXPENSE - Grower Funds - CYCLE 3 Grower Payments - Released	\$	(508,800.00)	\$	(2.072.161.50)	ķ	// //01 OCO EO\
Grower Funds - Pending Release - (Deferred Income)	, 	508,800.00	, 	(3,973,162.50) (1,026,837.50)	\$	(4,481,962.50) (518,037.50)
	\$	(18)	\$	-	\$	*
INCOME - Grower Funds - CYCLE 4						
Grant - CRDF	\$	**	\$	5,000,000.00	\$	5,000,000.00
Grant - USDA	_		· -	1,753,800.00	-	1,753,800.00
TOTAL INCOME - Grower Funds	\$		\$	6,753,800.00	\$	6,753,800.00
EXPENSE - Grower Funds - CYCLE 4						
Grower Payments - Released Grower Funds - Pending Release - (Deferred Income)	\$	(1,156,130.00) 1,156,130.00	\$	(2,588,620.00) (4,165,180.00)	\$	(3,744,750.00) (3,009,050.00)
	\$	-	\$	2	\$	(0,000,000,000,000,000,000,000,000,000,
INCOME - Grower Funds - CYCLE 5/PEP						
Grant - CRDF	\$	-	\$	10,788,601.00	\$	10,788,601.00
Grant - USDA		-	\$	5.		â
TOTAL INCOME - Grower Funds	\$		\$	10,788,601.00	\$	10,788,601.00
EXPENSE - Grower Funds - CYCLE 5/PEP						
Grower Payments - Released	\$	(1,101,880.00)	\$	(1,785,300.00)	\$	(2,887,180.00)
Grower Funds - Pending Release - (Deferred Income)	=	1,101,880.00	_	(9,003,301.00)	-	(7,901,421.00)
	\$	(E	\$	-	\$	5.
INCOME - Grower Funds - CYCLE 6/PEP						
Grant - CRDF Grant - USDA	\$	3,119,505.00	\$	-	\$	3,119,505.00
	_					
TOTAL INCOME - Grower Funds	\$	3,119,505.00	\$	-	\$	3,119,505.00
EXPENSE - Grower Funds - CYCLE 6/PEP						
Grower Payments - Released Grower Funds - Pending Release - (Deferred Income)	\$	(771,100.00) (2,348,405.00)	\$	0.00	\$	(771,100.00) (2,348,405.00)
(\$	-	\$	-	\$	(2,5-10,-105:00)
INCOME - Grower Funds - ETT1						
Grant - CRDF	\$	-	\$	1,225,000.00	\$	1,225,000.00
Grant - USDA	12	0.00	\$	822,450.00		822,450.00
TOTAL INCOME - Grower Funds	\$	é	\$	2,047,450.00	\$	2,047,450.00
EXPENSE - Grower Funds - ETT1						
Grower Payments - Released	\$	(631,900.00)	\$	(1,438,400.00)	\$	(2,070,300.00)
Grower Funds - Pending Release - (Deferred Income)	\$	631,900.00	\$	(609,050.00)	\$	22,850.00
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CITRUS RESEARCH AND FIELD TRIAL, INC.

Income Statement

For The Nine months ending March 31, 2025 (A)

For Fiscal Year Ending June 30, 2020, 2021, 2022, 2023, 2024 - AUDITED (C)

Cycle 1, 2, 3, 4, 5(PEP), 6(PEP), ETT1, ETT2, ETT3 - Program to Date March 31, 2025 (D)

Grant - CRDF Grant - USDA TOTAL INCOME - Grower Funds EXPENSE - Grower Funds - ETT2 Grower Payments - Released Grower Funds - Pending Release - (Deferred Income) INCOME - Grower Funds - ETT 3 Grant - CRDF Grant - USDA	\$ \$	0.00 - (4,390,540.00) 4,390,540.00 2,314,900.00 0.00 2,314,900.00 (473,250.00) (1,841,650.00)	\$ \$ \$ \$ \$ \$ \$	23,622,200.00 512,400.00 24,134,600.00 (10,041,800.00) (14,092,800.00)	\$ \$ \$ \$	23,622,200.00 512,400.00 24,134,600.00 (14,432,340.00) (9,702,260.00) - 2,314,900.00 - 2,314,900.00
Grant - USDA TOTAL INCOME - Grower Funds EXPENSE - Grower Funds - ETT2 Grower Payments - Released Grower Funds - Pending Release - (Deferred Income) INCOME - Grower Funds - ETT 3 Grant - CRDF Grant - USDA	\$ \$ \$ \$	(4,390,540.00) 4,390,540.00 2,314,900.00 0.00 2,314,900.00 (473,250.00)	\$ \$ \$ \$ \$ \$	512,400.00 24,134,600.00 (10,041,800.00)	\$ \$ \$	512,400.00 24,134,600.00 (14,432,340.00) (9,702,260.00) 2,314,900.00
EXPENSE - Grower Funds - ETT2 Grower Payments - Released Grower Funds - Pending Release - (Deferred Income) INCOME - Grower Funds - ETT 3 Grant - CRDF Grant - USDA	\$ \$	(4,390,540.00) 4,390,540.00 2,314,900.00 0.00 2,314,900.00 (473,250.00)	\$ \$ \$	24,134,600.00	\$ \$	24,134,600.00 (14,432,340.00) (9,702,260.00)
EXPENSE - Grower Funds - ETT2 Grower Payments - Released Grower Funds - Pending Release - (Deferred Income) INCOME - Grower Funds - ETT 3 Grant - CRDF Grant - USDA	\$ \$	2,314,900.00 0.00 2,314,900.00 (473,250.00)	\$ \$	(10,041,800.00)	\$ \$	(14,432,340.00) (9,702,260.00) - - 2,314,900.00
Grower Payments - Released Grower Funds - Pending Release - (Deferred Income) INCOME - Grower Funds - ETT 3 Grant - CRDF Grant - USDA	\$ \$	2,314,900.00 0.00 2,314,900.00 (473,250.00)	\$ \$		\$	(9,702,260.00) - 2,314,900.00
Grower Funds - Pending Release - (Deferred Income) INCOME - Grower Funds - ETT 3 Grant - CRDF Grant - USDA	\$ \$	2,314,900.00 0.00 2,314,900.00 (473,250.00)	\$ \$		\$	(9,702,260.00) - 2,314,900.00
INCOME - Grower Funds - ETT 3 Grant - CRDF Grant - USDA	\$ \$	2,314,900.00 0.00 2,314,900.00 (473,250.00)	\$ \$	- (14,092,800.00) 	\$	2,314,900.00
Grant - CRDF Grant - USDA	\$ \$	0.00 2,314,900.00 (473,250.00)	\$ \$:	\$	1
Grant - CRDF Grant - USDA	\$	0.00 2,314,900.00 (473,250.00)	\$	- - -	\$	1
Grant - USDA	\$	0.00 2,314,900.00 (473,250.00)	\$	- : -	\$	1
	\$	2,314,900.00	\$	-		2,314,900.00
	\$	(473,250.00)	·	-		2,314,900.00
TOTAL INCOME - Grower Funds	\$		\$	-		
	\$		\$	-		
EXPENSE - Grower Funds - ETT3 Grower Payments - Released	\$		Þ	-	_	/472 250 00)
Grower Funds - Pending Release - (Deferred Income)		(2)0 :2,000:007		0.00	\$	(473,250.00) (1,841,650.00)
(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			\$	-	\$	(1)0+1,030.00)
Description of Court 4 C C 4 Cippel Cippel Cippel Cippel						
Recap of Cycle 1, 2, 3, 4, 5(PEP), 6(PEP), ETT1, ETT2, ETT3 Total Income - Grower Funds	\$	5,434,405.00	Ś	63,866,587.00	Ś	69,300,992.00
Total Pymts Released - Grower Funds	Ť	(9,455,100.00)	*	(32,846,832.50)	,	(42,301,932.50)
Grower Funds - Pending Release - (Deferred Income)	_	4,020,695.00		(31,019,754.50)		(26,999,059.50)
	\$	-	\$		\$	
FDACS - Operating Funds CRDF - Operating Funds USDA/MAC - Direct Admin	\$	- 250,000.00 617,768.22	\$	980,731.30 440,821.16 1,400,673.98	\$	980,731.30 690,821.16 2,018,442.20
USDA/MAC - Indirect		199,580.33		360,188.70		559,769.03
Interest Income		512,828.63		333,277.98		846,106.61
Miscellaneous Income	_	19.43	_	747.44	-	766.87
Total Income - Operations	\$	1,580,196.61	\$	3,516,440.56	\$	5,096,637.17
Expenses - Operations						
Personnel - USDA	\$	367,714.06	\$	1,114,676.65	\$	1,482,390.71
Personnel - CRDF		0.00		54,400.00		54,400.00
Co-Working Office Services - USDA	I	130,500.00		328,590.59		459,090.59
Strategic Services - Contract - CRDF		250,000.00		300,000.00		550,000.00
Data Portal Website - USDA		0.00		600,000.00		600,000.00
Communications - USDA		91,944.69		261,909.51		353,854.20
Communications - CRDF		0.00		10,000.00		10,000.00
Survey / Testing - USDA		92,613.03		235,998.82		328,611.85
Survey / Testing - CRDF		50,746.44		76,421.16		127,167.60
Audit & Tax Preparation - USDA		14,750.00		65,100.00		79,850.00
Legal		481.50		0.00		481.50
Supplies - USDA	I	37,818.01		74,949.67		112,767.68
Insurance - USDA	I	0.00		18,200.30		18,200.30
Travel - USDA	I	29,200.09		39,204.89		68,404.98
Website - USDA		1,580.73		4,780.00	_	6,360.73
Total Expenses - Operations	\$	(1,067,348.55)	\$	(3,184,231.59)	\$	(4,251,580.14)
Net Income - Operations	\$	512,848.06	\$	332,208.97	\$	845,057.03
Total Net Change	\$	512,848.06	\$	332,208.97	\$	845,057.03

Agreement for Professional Services The Balmoral Group

GENERAL TERMS AND CONDITIONS

The following terms and conditions are an integral part of the Agreement being signed and should be thoroughly understood by both parties. The purchaser of the services to be rendered is CRAFT Foundation, Inc., hereinafter called "CRAFT", and the supplier of the services is The Balmoral Group, hereinafter called "TBG".

I. ABSENCE OF WARRANTY

All services of TBG and subconsultants will be performed in a reasonable and prudent manner in accordance with generally accepted professional services practice. All estimates, recommendations, opinions and decisions of TBG will be on the basis of the information available to TBG and the personnel's experience, technical qualifications and professional judgment. There are no warranties of merchantability or fitness for a particular purpose or any other warranties or guarantees whatsoever, expressed or implied, with respect to any service performed under this Agreement.

II. INVOICES & TERMS

Invoices are prepared and mailed periodically (usually on a monthly basis) by TBG to CRAFT for professional services rendered, and are due and payable upon receipt by CRAFT. CRAFT shall make prompt payments in response to TBG's invoices. From the date of the invoice rendered, if CRAFT fails to make any payment due TBG for services and expenses within thirty (30) days, TBG may charge CRAFT interest at the rate of one and one-half percent (1.5%) per month, or portion thereof: on any balance unpaid after the thirty days and if CRAFT fails to pay within sixty (60) days, TBG may, after giving seven (7) days written notice to CRAFT, suspend services under this Agreement until paid in full all amounts due for services and expenses.

TBG may optionally also require a retainer against continued services in order to resume services. All services rendered and charges made as a result of this Agreement are considered valid unless written notice to the contrary is received on or before ten (10) days after the date of the invoice. TBG shall not be liable for any actual or consequential damages for its failure to provide professional services nor any other damages which are caused by circumstances beyond its control or by the termination of services due to CRAFTs failure to pay in a timely manner. In addition to all other amounts which may be due hereunder, TBG shall be entitled to all costs of collection due, including reasonable attorney's fees, court costs, and charges for TBG's collection efforts.

III. VENUE

Both parties hereby agree that the venue of this Agreement, without prior notice, will lie in Orange County, Florida. This Agreement is to be governed by the laws of the State of Florida.

IV. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute TBG's estimate to perform the services required to complete the Project as we understand it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning, and facts developed may dictate a change in the services to be performed, which may alter the scope. TBG will inform the CRAFT of such situations so that negotiation of change in scope, time of performance, and fee can be accomplished as required. Costs and schedule commitments shall be subject to renegotiations for unreasonable delays caused by the CRAFT's failure to provide specified facilities or information or force majeure, acts of God, etc.

V. CRAFT RESPONSIBILITY & AGENCY APPOVAL

CRAFT is responsible to promptly provide all criteria and information for the Project including project objectives, data, data descriptions, and any budgetary limitations. While any work will be performed with professional care, TBG cannot guarantee governmental or regulatory agency approvals, nor is our fee dependent on such. The CRAFT's obligation to pay for the services contracted is in no way dependent upon the CRAFT's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the CRAFT's successful completion of the project.

VI. INSURANCE

TBG agrees to carry, at its own expense, Worker's Compensation Insurance and Comprehensive General Liability Insurance and will, upon request, furnish insurance certificates to CRAFT. TBG agrees to indemnify CRAFT for the hazards covered by TBG's insurance subject to the limitation of liability contained herein. Whatever additional insurance is requested by CRAFT, TBG agrees to purchase it (presuming available from carriers acceptable to TBG) provided the premiums for additional insurance are reimbursed by CRAFT. CRAFT agrees to have all contractors that use any of the scope work products from TBG to indemnify, hold harmless and defend TBG for any and all claims, demands and causes of action, that in any way arises from the performance of the contractor's work and to include TBG as a named additional insured in all of said contractor's liability policies that are in any way applicable to the work.

VII. LIMITATION OF LIABILITY

In any event, TBG shall have a maximum total liability for negligence under this contract not to exceed \$50,000 or the TBG total fee, whichever is greater.

VIII. SUCCESSORS

CRAFT and TBG each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement. Neither party to this Agreement shall assign any interest in this Agreement, nor any claims originating hereunder, without the written consent of the other party.

IX. LIMITATION ON CONSULTANTS

Nothing contained in this Agreement shall prevent TBG from employing such independent consultants, associates and subcontractors as TBG may deem appropriate to assist TBG in the performance of services hereunder.

X. RIGHTS OF OTHERS

This Agreement is not intended to be for the benefit of any third party. Nothing herein shall be constructed to give any rights or benefits hereunder to anyone other than CRAFT and TBG

XI. TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice in the

Agreement for Professional Services The Balmoral Group

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event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. However, TBG may, after giving seven (7) days written notice to CRAFT, suspend services under this Agreement for non payment of invoices (as covered elsewhere in this Addendum) or for failure by CRAFT to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase. In the event of termination through no fault of TBG, TBG shall be compensated for all services performed to termination date, together with expenses then due, and all termination expenses.

XII. CONFIDENTIALITY

TBG shall maintain as confidential and not disclose to others without CRAFT's prior written consent, all information obtained from CRAFT, not otherwise previously known to TBG or in the public domain, as CRAFT expressly designates in writing to be "Confidential." This provision shall not apply to published information, that is obtained from a third party or that is required to be disclosed by law. CRAFT agrees that TBG may use and publish CRAFT's name and a general description of services performed with respect to the Project in describing TBG's experience and qualifications to other CRAFTs or potential CRAFTs. The technical and pricing information contained in the accompanying Proposal or Agreement is to be considered Confidential and Proprietary and is not be disclosed or otherwise made available to third parties without the express written consent of TBG.

XIII. CONTROLLING AGREEMENT

To the extent they are inconsistent or contradictory, express terms of the accompanying Proposal take precedence over these General Terms and Conditions. TBG's acknowledgement or receipt of any purchase order, notice or authorization, or TBG's performance of work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein, except as specifically accepted in writing by TBG.

Signed by CRAFT:		
Fitle:		
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Signed by TBG:		
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Date:		



CRAFT Citrus Experimental Data Analysis

Objective:

Quantify the citrus harvest and quality benefits of approved Existing Tree Therapies (ETT); including, antimicrobial treatments.

Fundamentally, this data analysis aims to answer the question, based on available grower survey data: "how do certain therapies, including antimicrobial treatments, impact fruit yield and quality from existing, HLB-infected citrus trees?"

Existing Tree Therapy Data Sources

- Historical, three-year harvest surveys (Rounds 1, 2 and 3 as available)
- Treatment 1 and 2 surveys (Rounds 1, 2 and 3 as available)
- Post-treatment 1 harvest survey (Rounds 1, 2 and 3 as available)
- Post-treatment 2 harvest survey (Rounds 1, 2 and 3 as available)

Testing for ETT Impacts

The following elements of treatment data will be evaluated for impacts on citrus harvest and quality:

- Overall impact of individual treatment (OTC, brassinosteroids, gibberellic acid, or 2,4-D)
- Impact of OTC by specific product (ReMedium or Rectify)
- Impact by Volume and Rate
- Impact by time/date of treatment application

Note: until data analysis begins, there is no guarantee there will be large enough sample sizes to test the above treatment details.

The measures of citrus harvest and quality will include:

- Harvest: boxes/acre, pack out % (fresh only)
- Quality: brix, brix/acid ratio

Analysis will be separated by the following groups:

- Pre-treatment and post-treatment groups, additional grouping by (subject to available data and sample size):
 - o Processed and fresh
 - Therapy product
 - Therapy season and time
 - Scion and Rootstock
 - Age ranges of trees
 - Location: county or production region
 - Hurricane impacts (requires additional data and effort/cost see below)



Combination of data groups will depend on sample size. Example: grouping by processed, and scion, and age range might result in too few non-null survey responses for meaningful analysis.

Optional spatial analysis: hurricane impacts in 2024 season will be included in the analysis if requested (additional fee/effort estimated below). This will require additional information on contracts to identify locations to group contracts in wind field groups. Storms with potential citrus yield impacts: Hurricane Debby (Category 1, August 2024), Hurricane Helene (Category 4, September 2024), and Hurricane Milton (Category 5, October 2024). Purpose: exclude yield and quality data from hurricane-impacted locations in order to more accurately estimate ETT impacts.

Note: as with other groupings of the data, hurricane assessment may not be achievable with sufficient sample sizes to test for significant impacts of ETT.

Deliverables

- Tech memo describing data sources, methodology, results of analysis and findings on ETT impacts on citrus yield and quality
- Web-based dashboard for data summaries and visuals

Tasks and Fee Estimate

Task Description	Hours total	Task total
Harvest data cleaning and prep for analysis	30	\$4,250
Treatment data cleaning and prep for analysis	24	\$3,500
Data dashboard preparation for analysis support	48	\$9,110
Descriptive statistics and visual assessments of differences by	66	\$12,920
groups		
Tech memo draft and visuals for presentation	36	\$7,240
Tech memo final and visuals for presentation	24	\$5,490
Total	228	\$42,510
GIS and data analysis for hurricane impacts	40	\$7,280
Additional tech memo and dashboard revisions	30	\$5,620
Subtotal: additional hurricane assessment scope	70	\$12,900
Total with hurricane impact assessment	298	\$55,410



Anticipated Schedule

Estimated contract start date: April 14, 2025
Estimated final deliverables: May 30, 2025

Task Description	14-Apr	21-Apr	28-Apr	5-May	12-May	19-May	26-May
Harvest data cleaning and prep for analysis							
Treatment data cleaning and prep for analysis							
Data dashboard preparation for analysis support							
Descriptive statistics and visual review of differences by group							
Tech memo draft and visuals for presentation							
Tech memo final and visuals for presentation							