



ECS Mid-Atlantic, LLC

Proposal for Environmental Services

Beale Street Property
1600 Beale Street, Richmond, Virginia 23222

For: Leap Investment Ventures

1600 Beale Street, Richmond, Virginia 23222

ECS Proposal Number 47:41341-EPR

September 30, 2025, revised November 5, 2025



September 30, 2025, revised November 5, 2025

Mr. Moises Reyes
Leap Investment Ventures
1600 Beale Street
Richmond, Virginia 23222

ECS Proposal No. 47:41341-EPR

Reference: Proposal for Environmental Services, Beale Street Property, 1600 Beale Street, Richmond, City of Richmond, Virginia

Dear Mr. Reyes:

ECS Mid-Atlantic, LLC (ECS) is pleased to provide you with this proposal for providing Environmental Services for the Beale Street Property. Our proposal contains a summary of relevant information as we understand it, a project schedule, and the estimated fees for completion of the proposed services.

We understand the property is located at 1600 Beale Street in Richmond, City of Richmond, Virginia. Based on the information available, a property description is noted within the attached proposal, along with a description of our scope of services. In addition, a study area exhibit, based on our understanding of the project limits, is included in the Project Description of this proposal.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us.

Sincerely,

ECS Mid-Atlantic, LLC

Reece K. O'Donnell, PWS
Environmental Senior Project Manager
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804-353-6333

Justin M. Hughes, PWS
Associate Principal
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PROJECT INFORMATION AND SCOPE OF SERVICES

Project Description

We understand the Project Study Area (PSA) is located at 1600 Beale Street in Richmond, City of Richmond, Virginia. According to the City of Richmond Online GIS website, the PSA is identified as Parcel No. N000337001 and consists of approximately 4.803 acres. The PSA consists of wooded land.



Scope of Services

Based on our understanding of the PSA and plans for future activities, ECS has prepared the following Scope of Services:

Task 1 - Phase I Environmental Site Assessment

The Phase I Environmental Site Assessment (ESA) will be prepared in general accordance with ASTM Standard E1527-21, Standard Practice for Phase I Environmental Site Assessments. We note that there may be some instances which require an adjustment to the quoted price for this Phase I ESA if supplemental investigation, additional lender requirements or other services, beyond the scope outlined in this proposal, are requested. We would notify you in advance if these additional services would result in increased fees.

To expedite the preparation of the Phase I ESA, please provide ECS with the following:

1. Copies of updated site plans/plots which you may have available;
2. A point of contact for site access;
3. A current chain-of-ownership for the subject property (preferably dating back to 1940 or earlier);
4. The name and telephone number of the current owner so that ECS may conduct an interview; and,

5. The completed User Questionnaire which is attached.

In accordance with the ASTM protocol, it is the obligation of the "User" (i.e., the party relying on the report) to report to the environmental professional (i.e., ECS) any environmental liens encumbering the property or any specialized knowledge or experience of the User that would provide information about previous ownership or uses of the property that may be material to identifying recognized environmental conditions. Based on this, ECS requests any previous environmental information related to the property.

We have attached the User Questionnaire to assist the User and the environmental professional (ECS) in gathering information from the User that may be material to identifying recognized environmental conditions with respect to the site. *As the User of the report, please complete the attached User Questionnaire and return it with the signed proposal. The User Questionnaire should be completed by the User of the Phase I ESA, which is the party to whom the report is addressed. ECS will conduct a separate interview with the property owner (assuming owner contact information is provided).* We request the User Questionnaire be completed and returned to ECS at the same time this proposal is authorized in order to avoid delay to delivering the final report. This User Questionnaire will be included in the Phase I ESA Report and will assist in satisfying the "User's Responsibilities" portion of the ASTM Standard.

ECS will prepare one Phase I ESA Report for the subject property. A copy of the report will be forwarded electronically upon completion of the project.

Optional Phase I ESA Services:

Environmental Lien and Activity and Use Limitation Search

In addition, the ASTM standard also requires a search for the existence of environmental liens and activity and use limitations (AULs) in accordance with 40 CFR Part 312. If this information is not readily available, ECS can contract with a third party provider to conduct this search for an additional fee. It should be noted that failure to obtain this information may preclude your ability to qualify for certain liability protections under CERCLA. Please indicate on the attached authorization page if you would prefer ECS to obtain this information on your behalf for an additional fee of \$450.00 per parcel. (The ASTM E1527-21 standard allows the user to utilize title commitment reports, title insurance, or other equivalent title research in lieu of a specific Lien and AUL search. If such documents are available, please transmit them to ECS prior to the completion of the Phase I ESA report.)

Business Environmental Risk Review

As an optional service, ECS can include review of Business Environmental Risk (BER) items that are excluded from the scope of a standard ASTM 1527-21 Phase I ESA. These ASTM non-scope items include a review of the potential for the following items to impact or be present at the subject property based on readily available information: asbestos, lead paint, lead in drinking water (municipal report review), mold, wetlands/streams, endangered species, and radon. The Business Risk Review will be based on information obtained during the Phase I ESA and readily accessible local, state, and federal databases and does not include site specific sampling or

testing, but rather a narrative opinion concerning the potential for these issues to be present based on available information and visual observations. This narrative will be included within the body of the Phase I ESA, unless a separate standalone letter is requested.

Reliance Letter

A reliance letter will be addressed to a single entity and subject to the same terms, conditions, and scope of work as the report and associated proposal. A sample reliance letter can be provided upon request. Reliance letters issued by ECS will be subject to the same terms, conditions, and scope of work as the report and associated proposal. (Note: Additional fees may apply for client-requested reliance language that needs to be reviewed and approved by ECS legal counsel. Client-supplied reliance language beyond the ECS standard reliance letter may not be approved by ECS's legal counsel.)

Separate Recommendation Letter

In addition to the Phase I ESA report, ECS will prepare a separate standalone letter discussing recommendations based on the findings of the Phase I ESA, and estimated costs associated with addressing those recommendations. The standalone recommendation letter should provide the User with planning and budgetary information associated with the identified concerns in a separate deliverable from the Phase I ESA document.

Task 2 - Preliminary Wetland Determination

This task typically includes:

- A review of background information on soils, hydrology, USGS topography, National Wetland Inventory maps, and aerial photographs;
- A site reconnaissance visit to evaluate if potentially jurisdictional Waters of the U.S., including wetlands, may be present onsite;
 - *Please note, if potentially jurisdictional wetland/stream areas are identified, this Task does not include delineating these areas. If warranted, ECS can delineate these areas under Task 3.*
- Photographic documentation of current site conditions; and,
- Preparation of a letter report that will include a summary of observations, a potential Waters of the U.S. location map showing approximate locations of wetlands and other potentially jurisdictional Waters, if observed, and provide applicable recommendations based on that information.

If wetlands/streams are identified during site reconnaissance, ECS will contact the Client to determine whether to proceed with Task 3 Wetland & Stream Delineation or complete Task 2. If Task 3 is completed, fees for Task 2 will not be invoiced.

Task 3 - Wetland & Stream Delineation

ECS assumes this task will take 1 day with a 2-person field crew given an approximate 4.803-acre study area. If unexpected/unsafe field conditions are encountered (e.g., steep topography, inclement weather, thick vegetation, site access issues, etc.), this task may take longer. This task typically includes:

- A desktop review by an ECS wetland scientist of the U.S. Geological Survey (USGS) topographic map, USGS LiDAR Explorer, U.S. Department of Agriculture Natural Resource Conservation Service (USDA-NRCS) Soil Survey of the City of Richmond, Virginia, U.S. Fish & Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Federal Emergency Management Agency (FEMA) floodplain maps, and available aerial photographs to identify potentially jurisdictional Waters of the U.S. (i.e., streams, wetlands, natural ponds, lakes).
- Collection of field data by an ECS Wetland Scientist on soils, hydrology, and vegetation consistent with the guidelines in the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region* (Version 2.0), dated November 2010 for determining jurisdictional wetland boundaries;
- Marking wetland boundaries with "Wetland Delineation" flagging tape and GPS location of wetland flag locations with a sub-meter accuracy GPS unit. Please note, accuracy can vary depending on canopy cover and other factors;
- Providing evidence, or lack thereof, as to whether or not areas onsite likely meet the jurisdictional requirements outlined in the U.S. Army Corps of Engineers (USACE) *Jurisdictional Determinations – Guidance and Procedures*, dated June 15, 2007;
- A walking survey of the surrounding area will be conducted to evaluate the potential for contiguous perennial water features to be present which may result in the presence of Resource Protection Areas (RPAs) on or near the subject property;
- If suspect areas are identified, a Perennial Stream flow determination worksheet will be completed using the North Carolina Division of Water Quality's "Perennial Stream Reconnaissance Protocols" version 4.11;
- Stream data points will be taken at intervals along the stream corridor depicted by changes in stream and/or buffer habitat;
- Providing photographic documentation of site conditions; and,
- Preparation of a Wetland Delineation Report that will include existing site conditions, wetland data sheets, photographs, figures, and maps. ECS assumes all necessary base mapping will be provided by the client or their agent.

Task 4 - Threatened and Endangered Species and Historic Database Review

If a wetland permit may be needed for future development, regulatory clearances for endangered species and historic resources will be required prior to permit issuance and early awareness can help avoid delays. This task includes:

- A review of the U.S. Fish and Wildlife Service online Information for Planning and Consultation (IPaC) database to search for rare, threatened, and endangered species potentially located on or near the PSA;

- Review of the Virginia Department of Wildlife Resources (VADWR) database information to evaluate the potential for state-listed species within a two-mile radius of the project area;
- A review of PSA data obtained from the Virginia Department of Conservation and Recreation (DCR) to identify potential Natural Heritage Areas;
- Review of the Virginia Department of Historic Resources (DHR) Cultural Resource Information System to obtain information on known cultural resources within the PSA; and,
- ECS will prepare a letter to report findings and recommendations based on information gathered.

If potential impacts to these resources are identified, further consultation and/or site-specific surveys may be required with the respective agency. Costs for agency-specific coordination or site-specific surveys, if any, are not included in this proposal.

If wetlands or streams are identified onsite, the following tasks are proposed:

Task 5 - Water Quality Impact Assessment (WQIA)

Should impacts to the Resource Protection Area (RPA) in excess of 5,000 ft² be proposed, ECS will prepare a WQIA in general accordance with the City of Richmond guidelines . This plan shall include the following:

- Location of the components of the CRPA, including the one hundred-foot buffer area;
- Location and nature of the proposed encroachment into the buffer area, including: type of paving material; areas of clearing or grading; location of any structures, drives, or other impervious cover; and sewage disposal systems or reserve drain field sites;
- Type and location of proposed BMPs to mitigate the proposed encroachment;
- Location of existing on-site vegetation, including the number and type of trees and other vegetation to be removed in the buffer area to accommodate the encroachment or modification;
- A re-vegetation plan that supplements the existing buffer area vegetation in a manner that provides for pollutant removal, erosion and runoff control;
- A hydrogeological element;
- A landscape element for areas within CBPAs;
- A wastewater element, where applicable;
- Identification of the existing characteristics and conditions of sensitive lands included as components of CRPAs; and,
- A general identification of the natural processes and ecological relationships inherent in the PSA, and an assessment of the impact of the proposed use and development of land on these processes and relationships.
- *Please note there is a submittal fee which is not included in the costs within this proposal. Additionally, costs associated with any report revisions requested by the County are not included in this Proposal.*

Task 6 - USACE Preliminary Jurisdictional Determination

A jurisdictional determination (JD) is required for permitting impacts to the Waters of the U.S. Once we have your approval, ECS will submit the wetland and stream delineation report to the USACE along with a request for a field jurisdictional determination and confirmation of flagged and mapped wetland and stream boundaries. This task includes:

- Letter and delineation report submittal to USACE requesting a preliminary JD and coordinating meeting;
- Meeting the USACE in the field to confirm wetland and stream boundaries and for the USACE to determine jurisdiction of Waters of the U.S.; and,
- Coordinating follow-up efforts after the field visit in order to ensure the granting of a preliminary JD letter from the USACE (valid for 5 years).
- *If additional field or mapping efforts are requested by the USACE, ECS will notify the client to discuss further.*

Task 7 - Wetland Impact Permit Application

Given the anticipated impacts, ECS assumes this project will be eligible for a State Programmatic General Permit (SPGP) and require a Joint Permit Application (JPA) **OR** a Nationwide Permit Pre-Construction Notification (PCN). This application typically includes:

- Impact calculations for encroachment into wetlands and/or Waters of the United States (WOUS). These calculations will be based on information compiled during a delineation of the wetland extents and from information provided to ECS by the site engineer or owner;
- Project description, avoidance and minimization narrative and justification for impacts to wetlands and/or WOUS;
- Review of available online database information to assess the project's compliance with Section 106 of the National Historic Preservation Act and Section 7 of the Endangered Species Act;
- Analysis of mitigation options for unavoidable impacts to regulated wetlands or Waters, if necessary. Wetland impacts less than 0.1-acre and/or 0.03 acre of stream bed or stream impacts below 300-linear feet are typically below mitigation thresholds. Costs for mitigation are not included in this proposal;
 - *Costs for the purchase of mitigation credits will be the responsibility of the client. Based on ECS's experience, credits in the project area could range from \$40,000-\$150,000/acre for wetlands and \$500-\$750/linear foot for streams and should be accounted for in the project budget.*
 - *Additionally, costs for coordination with compensatory wetland mitigation banks is not included in this Task. These coordination efforts, if needed, will be billed separately at our unit rates established in this proposal.*
- Compilation of appropriate mapping showing proposed and existing conditions, vicinity maps, construction specifications and details, and administrative information. To minimize costs and ensure drawing accuracy, ECS will coordinate with the site engineer and/or owner to produce the necessary information for required plans and drawings; and,
- The permit application will be submitted to the USACE Regulatory Request System (RRS) where it is assigned a permit number and distributed to the other regulatory agencies who are involved in the permitting process.

Please note, the cost for this Task does not include comment responses or additional information requests to the regulatory agencies. These efforts, if needed, will be billed at our unit rates established in this proposal. Based on our experience, we would expect additional information to be requested by the DEQ and the time and effort for those responses will be dependent upon the request. For planning purposes, we would estimate \$1,500-\$1,800.

Out of Scope Items

If, during the performance of our scope of services, additional environmental issues are identified that are beyond the Scope of Services outlined within this proposal, ECS will contact Leap Investment Ventures to discuss the relevance and significance of the finding in order to determine if the finding merits additional assessment, inclusion in our final report, or a modification to our Scope of Services and fee.

Safety

ECS personnel are responsible for their own personal safety. While on site, if ECS personnel deem a condition unsafe and the performance of our scope of services cannot be completed, you will be notified of the unsafe condition. ECS personnel will not proceed further with the scope of services in that area until the unsafe condition is corrected. Access delays associated with safety concerns may result in additional fees.

PROJECT FEES AND SCHEDULE

Project Fees

ECS will provide the described scope of services for the following lump sum fees:

Scope of Services	Fees
Task 1 - Phase I Environmental Site Assessment	\$2,400.00
Optional Phase I ESA Services	
Expedited TAT (10 Business Days)	\$550.00
Environmental Lien and Activity and Use Limitation Search	\$450.00 / parcel
Business Environmental Risk Review	\$300.00
Reliance Letter	\$350.00
Separate Recommendation Letter	\$300.00
Natural Resource Services	
Task 2 - Preliminary Wetland Determination	\$1,600.00
Task 3 - Wetland & Stream Delineation	\$3,700.00



Scope of Services	Fees
Task 4 - Threatened and Endangered Species and Historic Database Review	\$1,200.00
Task 5 - Water Quality Impact Assessment (WQIA)	\$4,000.00
Task 6 - USACE Preliminary Jurisdictional Determination	\$1,200.00
Task 7 - Wetland Impact Permit Application	\$6,000.00

*Our fee assumes that all necessary exhibits, site/property contact information, etc. will be provided to us by you or your agents.

**Fees assume that our evaluation of the site will not be hindered by extremely thick vegetation or by severe weather conditions, such as high heat and humidity, extreme cold temperatures, and thunderstorms, which can result in health and safety concerns. If vegetation is encountered on the site that renders an area or areas too thick to evaluate or fieldwork is suspended or terminated due to adverse weather conditions, ECS reserves the right to re-negotiate our fee.

Meetings/Project Coordination

Meetings and/or additional project coordination requested by Leap Investment Ventures beyond the Scope of Services outlined above will be invoiced on a time and materials basis. Meetings after typical office hours (Monday through Friday 8 am to 5 pm) will be invoiced at 1.5 times the normal rate. At the time of this proposal, ECS' unit rates are as follows: \$100.00/hour for an Environmental Scientist, \$115.00/hour for an Environmental Staff Project Manager, \$125.00/hour for an Environmental Project Manager, \$160.00/hour for an Environmental Professional, \$170.00/hour for an Environmental Senior Project Manager, \$250.00/hour for an Environmental Principal, \$65.00/hour for an Administrative Professional, and \$0.70/mile for mileage.

Project Schedule

Please note, ECS cannot begin the scope of work until we have received written authorization to proceed. If this schedule does not meet your needs, please contact ECS to discuss an expedited deadline. Additional costs may be incurred.

If areas of the property cannot be observed due to inaccessibility or unsafe/unexpected conditions beyond the control of ECS, ECS will wait until such time either that the area is accessible or the unsafe conditions are corrected. If ECS must make additional visits to the site, a change order will be provided for our additional fees.

Phase I ESA



We anticipate that a standard Phase I ESA can be completed within 15 business days from authorization to proceed provided that site access is granted promptly. We will proceed with the accepted services upon receipt of written authorization. If this schedule does not meet your needs, please contact ECS to discuss an expedited deadline. Expedited (10 business day) delivery is also provided as an option on the attached Proposal Acceptance Form.

Preliminary Wetland Determination/Wetland & Stream Delineation

We can begin this task within approximately one week of receipt of written authorization to proceed. The field activities will require 1 day to complete. We will provide relevant preliminary verbal results and recommendations prior to submittal of our written report. The Wetland Delineation report will be completed within 1-2 weeks following completion of fieldwork assuming receipt of needed base mapping or survey information.

TE and Historic Resources Review

The TE and Historic Resources review request can be completed within 2-3 weeks of NTP. Agency review/consultation, if warranted, can take 30-60 days.

Water Quality Impact Assessment

We can begin this task following completion of the Wetland Delineation Report and receipt of site plans. ECS will prepare a WQIA application to be sent to the City of Richmond for review. Review by the City of Richmond can take 4-6 months and may require an additional visit to the site, but is dependent on regulatory personnel.

Preliminary Jurisdictional Determination

We can begin this task following the completion of the Wetland Delineation report. The Wetland Delineation report will be submitted to the U.S. Army Corps of Engineers for review. Review by the USACE can take 4-6 months in City of Richmond and will likely require an additional visit to the site, but is dependent on regulatory personnel.

Wetland Impact Permit Application

We can begin this task following the completion of the Wetland Delineation report and the receipt of finalized site plans. ECS anticipates the completion and submittal of the permitting application and associated documents to be within 3-4 weeks from the notice to proceed, assuming all necessary site and grading plans are provided. The timeframe for verification of permit is reliant upon the workload of the USACE and DEQ, but is anticipated to be at least 90 business days.

LIMITATIONS AND ASSUMPTIONS

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed at the time this study will be undertaken. The assessment is not intended to represent an exhaustive research of every potential condition that may exist, nor does it claim to represent conditions or events that arise after the assessment.

We have made the following assumptions in developing this proposal:

- Prices presented herein are valid for 120 days from the date of this proposal.
- Upon client authorization, additional project work not specifically addressed by this proposal shall be charged at a time and materials rate in accordance with the ECS Fee Schedule in place at the time the service is performed.
- Fees assume that our evaluation of the site will not be hindered by extremely thick vegetation or by severe weather conditions, such as high heat and humidity, extreme cold temperatures, and thunderstorms, which can result in health and safety concerns. If vegetation is encountered on the site that renders an area or areas too thick to evaluate or fieldwork is suspended or terminated due to adverse weather conditions, ECS reserves the right to re-negotiate our fee.
- Wetlands services include one site visit for regulatory field verification activities with the USACE. Additional field visits, if requested, will require additional fees.
- Site/Civil engineer will provide impact maps, project purpose and need, avoidance and minimization examples, stormwater management plan, and other needed site specific mapping/documentation for the project, as applicable.
- Any applicable mitigation fees required to offset proposed impacts are the responsibility of the client.
- Our fee assumes that all necessary exhibits/impact and base maps will be provided to us by you or your agents.
- If client-provided information is submitted to ECS after our ESA report has been issued, additional labor fees may be invoiced to review to data, to edit our report, and to reissue our report. Please provide any available due diligence information at the beginning of the project.
- Please note that ASTM standard indicates that regulatory agency files available for the subject property or adjoining properties should be reviewed and failure to do so may result in data gaps in our report. The lump sum fee offered for the Phase I ESA does not include expanded reviews of regulatory files for the subject site and/or adjacent properties which are not available electronically, or if the file information may not be reasonably ascertainable within the project schedule. If the subject property and/or adjacent properties are identified on federal or state regulatory lists, and if a file review is warranted, ECS will contact you. An additional fee may be necessary depending on the location and volume of information pertaining to these regulatory files.
- ECS invoices on a monthly cycle.

PROPOSAL ACCEPTANCE

Please complete the Proposal Acceptance page and return one copy to ECS to indicate acceptance of this proposal and to initiate services on the referenced project. The Client’s signature indicates that he/she has the authority to bind the Client, that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

PROPOSAL ACCEPTANCE

Scope of Services	Fees	Initial for Authorization
Task 1 - Phase I Environmental Site Assessment	\$2,400.00	X
Optional Phase I ESA Services		
Expedited TAT (10 Business Days)	\$550.00	
Environmental Lien and Activity and Use Limitation Search	\$450.00 / parcel	
Business Environmental Risk Review	\$300.00	
Reliance Letter	\$350.00	
Separate Recommendation Letter	\$300.00	
Natural Resource Services		
Task 2 - Preliminary Wetland Determination	\$1,600.00	X
Task 3 - Wetland & Stream Delineation	\$3,700.00	
Task 4 - Threatened and Endangered Species and Historic Database Review	\$1,200.00	
Task 5 - Water Quality Impact Assessment (WQIA)	\$4,000.00	
Task 6 - USACE Preliminary Jurisdictional Determination	\$1,200.00	
Task 7 - Wetland Impact Permit Application	\$6,000.00	

PROPOSAL INFORMATION	
ECS Proposal Number	47:41341-EPR
Scope of Work	Environmental Services
Location	1600 Beale Street, Richmond, Virginia



CLIENT INFORMATION	
Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	ANTON DVORISHIN
Date of Execution	11/17/2025
Proposal Addressee - Name	Moises Reyes
Proposal Addressee - Company	Leap Investment Ventures
INVOICE INFORMATION	
Please Print or Type Below if Invoice Addressee Different Than Proposal Addressee or Special Invoicing Instructions	
Invoice Addressee - Name	JSC CAPITAL, LLC
Invoice Addressee - Company	
Invoice Addressee - Street Address 1	6820 COMMERCIAL DRIVE SUITE D
Invoice Addressee - Street Address 2	
Invoice Addressee - City, State, Zip Code	SPRINGFIELD, VA 22151
Invoice Addressee - Email	
Invoice Addressee - Phone Number	
Client PO or Project #	

TERMS AND CONDITIONS

Attached to this proposal and an integral part of our proposal, are our "Terms and Conditions of Service". These terms and conditions represent the current recommendations of the Geoprofessional Business Association (GBA), the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we have a signed contract prior to the release of any information. This letter is the agreement for our services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to us.





ECS MID-ATLANTIC LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Mid-Atlantic LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be

limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**

- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent

- acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.
- 30.0 TITLES; ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.



Environmental Questionnaire for User

Completion required for conformance with ASTM E1527-21. Failure to provide this information may preclude CERCLA liability protections for the property purchaser. Please return answered form to ECS.

Site Name: 1600 BEALE STREET, RICHMOND, VA

Name and Title of Person Completing Questionnaire (Please Print):

MOISES REYES, MANAGER FOR JSC CAPITAL, LLC

Signature of Person Completing Questionnaire:

Date: 11/17/2025

Name of Your Company and Your Contact Number (Please Print):

JSC CAPITAL, LLC - 202-352-0667

ASTM E1527-21 indicates that, "Either the user shall make known to the environmental professional the reason why the user wants to have the Phase I Environmental Site Assessment performed or, if the user does not identify the purpose of the Phase I Environmental Site Assessment, the environmental professional shall assume the purpose is to qualify for an LLP to CERCLA liability and state this in the report." As the user of this ESA, what is the reason for conducting the Phase I ESA? If this question is unanswered, ECS will assume that the user's reason for the ESA is to qualify for landowner liability protections to CERCLA liability.

Please state reason for having ESA performed: conduct pre-development study to
exclude environmental issues and in preparation for the permitting

Will you provide Property Title Records and a Legal Description to ECS?

Please select one: NO YES

Will you provide a 50-year chain of title abstract to ECS?

Please select one: NO YES

Please Send Information Promptly

(1.) **Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).** Are you aware of any activity use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

Please select one: **NO** **YES**
If yes, please explain: _____

(2.) **Specialized knowledge** - As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Please select one: **NO** **YES**
If yes, please explain: _____

(3.) **Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).** Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:

(a.) Do you know the past uses of the property?

Please select one: **NO** **YES**
If yes, please state uses: _____

(b.) Do you know of specific chemicals that are present or once were present at the property?

Please select one: **NO** **YES**
If yes, please explain: _____

(c.) Do you know of spills or other chemical releases that have taken place at the property?

Please select one: **NO** **YES**
If yes, please explain: _____

(d.) Do you know of any environmental cleanups that have taken place at the property?

Please select one: **NO** **YES**

If yes, please explain: _____

(4.) **Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29).** Does the purchase price being paid for this property reasonably reflect the fair market value of the property?

Please select one: **NO** **YES** **NA** (not a purchase)

If no, please explain: _____

If you are aware that there is a difference, is the lower purchase price because contamination is known or believed to be present at the property?

Please select one: **NO** **YES**

If yes, please explain: _____

(5.) **Parcel Property Owner(s) & Contact Number(s):**

- A. Under contract from seller Chestnut Hill, LLC, purchaser rep. Moises Reyes, 202-352-0667
- B. _____
- C. _____
- D. _____

Property Manager and Occupant(s) & Contact Number(s)

Property Manager: _____

Occupant/Tenant: _____

Occupant/Tenant: _____

(6.) **The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).** As the user of this ESA, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Please select one: **NO** **YES**

If yes, please explain: _____

