



## RELIANCE LETTER

February 8, 2018

To: Webster Bank ("Lender")  
Commercial Banking  
157 Church Street, 20th Floor  
New Haven, CT 06510

and

U.S. Small Business Administration ("SBA")

Re: Borrower Name: 1852 Capital, LLC  
Project Address ("Property"): 127 West Main Street, Stafford Springs, Connecticut  
Environmental Investigation Report Number(s): HRP #WEB2233.P1

Dear Lender and SBA:

Michael R. Ainsworth ("Environmental Professional") meets the definition of an Environmental Professional as defined by 40 C.F.R. § 312.10(b) and has performed or supervised the performance of the following "Environmental Investigation(s)" (check all that apply):

- ☐ A Transaction Screen of the Property dated \_\_\_\_\_, 20\_\_\_\_, and any addendum(s) thereto, conducted in accordance with ASTM International's most recent standard (currently ASTM E1528-14);
- ☒ A Phase I (or an Updated Phase I) Environmental Site Assessment of the Property dated February 8, 2018, and any addendum(s) thereto, conducted in accordance with ASTM International's most recent standard (currently ASTM E1527-13). In addition, the Environmental Professional has addressed the performance of the "additional inquiries" set forth at 40 C.F.R. § 312.22;
- ☐ A Phase II Environmental Site Assessment of the Property dated \_\_\_\_\_, 20\_\_\_\_, and any addendum(s) thereto, conducted in accordance with generally-accepted industry standards of practice and consisting of a scope of work that would be considered reasonable and sufficient to identify the presence, nature and extent of a Release as it impacts the Property.

Reliance by SBA and Lender. Environmental Professional (and Environmental Professional's firm, where applicable) understand(s) that the Property may serve as collateral for an SBA guaranteed loan, a condition for which is an Environmental Investigation of the Property by an Environmental Professional. Environmental Professional (and Environmental Professional's firm, where applicable) authorize(s) Lender and SBA to use and rely upon the Environmental Investigation. Further, Environmental Professional (and Environmental Professional's firm, where applicable) authorize(s) Lender and SBA to release a copy of the Environmental Investigation to the borrower for information purposes only. This letter is not an update or modification to the Environmental

Investigation. Environmental Professional (and Environmental Professional's firm, where applicable) makes no representation or warranty, express or implied, that the condition of the Property on the date of this letter is the same or similar to the condition of the Property described in the Environmental Investigation.

Insurance Coverage. Environmental Professional (and/or Environmental Professional's firm, where applicable) certifies that he or she or the firm was covered as of the date of the Environmental Investigation by errors and omissions liability insurance with a minimum coverage of \$1,000,000 per claim (or occurrence) and that evidence of this insurance is attached. As to the Lender and SBA, Environmental Professional (and Environmental Professional's firm, where applicable) specifically waive(s) any dollar amount limitations on liability up to \$1,000,000 as well as any time limitations on liability.

Waiver of Right to Indemnification. Environmental Professional and Environmental Professional's firm waive any right to indemnification from the Lender and SBA.

Impartiality. Environmental Professional certifies that (1) to the best of his or her knowledge, Environmental Professional is independent of and not a representative, nor an employee or affiliate of seller, borrower, operating company, or any person in which seller has an ownership interest; and (2) the Environmental Professional has not been unduly influenced by any person with regard to the preparation of the Environmental Investigation or the contents thereof.

Acknowledgment. The undersigned acknowledge(s) and agree(s) that intentionally falsifying or concealing any material fact with regard to the subject matter of this letter or the Environmental Investigations may, in addition to other penalties, result in prosecution under applicable laws including 18 U.S.C. § 1001.



Environmental Professional

Printed Name: Michael R. Ainsworth, LEP, LSP, CPG

(Note: The Environmental Professional must always sign this letter above. If the Environmental Professional is employed or retained by an Environmental Firm, then an authorized representative of the firm must also sign below).



Signature of firm representative authorized to sign this letter

Printed Name & Title: Howard S. Hurd, Chief Operating Officer

Name of Environmental Firm: HRP Associates, Inc.

Enclosure: Evidence of Insurance





HRPASSO-01

KLANKTON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Smith Brothers Insurance, LLC 68 National Drive Glastonbury, CT 06033	<b>CONTACT NAME:</b> Kristen D. Lankton		
	<b>PHONE (A/C, No, Ext):</b> (860) 430-3258	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> klankton@SmithBrothersUSA.com		
<b>INSURED</b> HRP Associates, Inc. dba HRP Engineering, Inc. in FL dba HRP Engineering, PC in NY; HRP Associates Engineering & Environmental Management LLC 197 Scott Swamp Rd. Farmington, CT 06032	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> National Fire Ins Co of Htfd		20478
	<b>INSURER B:</b> Valley Forge Insurance Company		20508
	<b>INSURER C:</b> The Continental Insurance Company		35289
	<b>INSURER D:</b> Am Casualty Co of Reading PA		20427
	<b>INSURER E:</b> Indian Harbor Insurance Co		36940
	<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6020575320	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY Comp.\$1,000 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Coll.\$1,000			6020575317	11/01/2017	11/01/2018	GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Valuable Papers \$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6020575334	11/01/2017	11/01/2018	BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6020575303	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
							<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
E	<input checked="" type="checkbox"/> Professional Liab E Retrodate: 9/1/91			PEC000553116 PEC000553116	09/01/2017 09/01/2017	09/01/2018 09/01/2018	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Each Claim 5,000,000
							Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROFESSIONAL/CONTRACTORS POLLUTION LIABILITY POLICY ANNUAL AGGREGATE: \$10,000,000

CONTRACTORS POLLUTION LEGAL LIABILITY: \$10,000,000 EACH POLLUTION INCIDENT (RETRO DATE: 9/1/91)

FOR PROFESSIONAL/CONTRACTORS POLLUTION LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT.

## CERTIFICATE HOLDER

## CANCELLATION

HRP Associates  
197 Scott Swamp Road  
Farmington, CT 06032

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE