

October 30, 2024

KA Proposal No. P791-24

Mr. Gurminder pal Singh
Parmar Petroleum Inc.
14974 Highway 41
Madera, California 93636
Phone: (661) 703-8961

**RE: PROPOSAL FOR GEOTECHNICAL ENGINEERING INVESTIGATION
PROPOSED NEW CAR WASH**
Shaw and Leonard Avenues
Clovis, California

Dear Mr. Singh:

Thank you for the opportunity to submit this proposal for the Geotechnical Engineering Investigation report for the above-mentioned project.

It is understood the proposed development will cover approximately 0.8 acre and will be development a car wash building with an associated drive thru area. On-site and off-site paved areas and landscaping are also planned for the development of the project.

For the purpose of this investigation, we plan to drill three (3) exploratory borings within the proposed site to evaluate the subsurface soil conditions. The exploratory borings will be advanced to depths ranging from approximately 10 to 25 feet or auger refusal. In addition, two (2) bulk subgrade samples will be collected for R-Value testing. During drilling operations, penetration tests will be performed at regular intervals to evaluate the soil consistency and to obtain information regarding the engineering properties of the subsoils. Soil samples will be retained for laboratory testing. The soils encountered will be continuously examined and visually classified in accordance with the Unified Soil Classification System. All fieldwork will be done under the supervision of a Geotechnical Engineer or Senior Geologist.

Laboratory testing will be dependent on the results of the field testing and sampling program, as well as consideration of the foundation system most practical and cost-effective for the project. At this time, a series of dry density determinations, moisture contents, expansion tests, direct shear tests, R-Value and consolidation tests are anticipated. The results of the field exploration, laboratory testing, and engineering analysis will be presented in a formal report after thorough discussion of the project findings with the other Project Consultants.

The Geotechnical Engineering Investigation Report will address the following items:

- I. Introduction**
- II. Site Description**

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III. Geologic Setting

IV. Soils Profile and Subsurface Conditions

V. Groundwater Conditions

VI. Engineering Conclusions and Recommendations of:

A. Site Preparation

1. Over-Excavation
2. Non-Expansive Fill
3. Compaction Requirements
4. Utility Trench Requirements
5. Mitigation Measures for Expansive Soils

B. Building Requirements

1. Bearing Capacity for Various Foundation Designs
2. Footing Depth Requirements
3. Anticipated Settlement
4. Floor Slab Reinforcement
5. Moisture Barrier Requirements
6. Lateral Earth Pressures
7. Chemically Reactive Soil Conditions Related to Construction Materials
8. Site Class, Site Coefficients, and Design Spectral Response Acceleration Parameters per 2022 CBC Code

C. Pavement Requirements

1. R-Value Testing of Soils
2. Pavement Sections for Various Traffic Loads
3. Compaction Requirements

VII. Site Plan with Boring Locations

VIII. Boring Logs

IX. Discussion of Field and Laboratory Testing Methods

The final Geotechnical Engineering Investigation Report would be ready within approximately 4 to 5 weeks after the field work is completed. A contract is attached for your signature.

The cost estimate for the Geotechnical Engineering Investigation Report Services is \$3,600. A 50% retainer payment of \$1,800 must be received prior to the commencement of work. This estimate does NOT include environmental assessment costs, geologic hazards evaluation costs, construction testing or inspection costs, septic system design costs, or review of plans and specifications costs. If any of the additional services are needed, please do not hesitate to contact me. This proposal is valid for a period of 90 days after which Krazan & Associates reserves the right to modify its content.

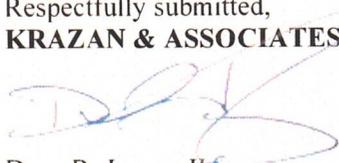
STATEMENT OF QUALIFICATIONS

Krazan & Associates, Inc. is a professional engineering firm with approximately 300 employees. We assemble project teams tailored to the project requirements. Krazan & Associates, Inc. provides comprehensive services in soils engineering, engineering geology, groundwater analysis, environmental sciences, and construction quality control.

Presently, Krazan & Associates, Inc. has offices in Seattle, Sacramento, Dublin, Modesto, Fresno/Clovis, Visalia, Bakersfield, and Los Angeles. We also have portable field offices at various job site locations. In addition, we maintain six truck-mounted drill rigs for subsurface exploration. We maintain a fleet of approximately ninety radio-dispatched vehicles including four-wheel and two-wheel drive trucks and vans. Our laboratory facilities are completely equipped for materials testing including soils, concrete, mortar, grout, building block, steel, and welding.

If you have any questions, or if we may be of further assistance, please do not hesitate to contact our office at (559) 348-2200.

Respectfully submitted,
KRAZAN & ASSOCIATES, INC.



Dave R. Jarosz, II.
Managing Engineer

DRJ/kw

**AGREEMENT FOR
GEOTECHNICAL ENGINEERING SERVICES**

THIS AGREEMENT is made by and between KRAZAN & ASSOCIATES, INC., hereinafter referred to as "Consultant", and Parmar Petroleum Inc., hereinafter referred to as "Client." This Agreement between the parties consists of the TERMS AND CONDITIONS (below), the attached PROPOSAL titled "New Car Wash," file number P791-24, dated October 30, 2024 ("PROPOSAL"), and any exhibits or attachments cited in the PROPOSAL, which are incorporated in full by this reference. This Agreement, executed in Clovis, CA, is effective as of the date this Agreement is countersigned by Krazan & Associates, Inc. or the date on which Consultant initiates services as scheduled by Client, whichever occurs earlier. The parties agree as follows:

1. DEFINITIONS

- 1.1. Contract Documents.** Plans, specifications, and agreements between Client and Contractor, including addenda, amendments, supplementary instructions, and change orders.
- 1.2. Contractor.** The contractor or contractors, and including its/their subcontractors of every tier, retained to construct the Project for which Consultant is providing Services under this Agreement.
- 1.3. Day(s).** Calendar day(s) unless otherwise stated.
- 1.4. Hazardous Materials.** The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous materials, toxic substances or pollution.
- 1.5. Services.** The professional services provided by Consultant as set forth in this Agreement, the Scope of Services and any written Change Order, Task Order or amendment to this Agreement, and where Consultant's services are to be provided during the Construction Phase of the project as scheduled by the Client's Contractor through oral or written communication.
- 1.6. Work.** The labor, materials, equipment and services of the Contractor required to complete the work described in the Contract Documents.
- 1.7. Fee Schedule.** Consultant's standard annual fee schedule unless project specific fee schedule is provided.
- 1.8. Inspection (or Observation).** Visual determination of conformance with specific or, on the basis of Consultant's professional judgment, general requirements.
- 1.9. Testing.** Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.
- 1.10. Construction.** Site improvement activities including but not limited to site clearing, demolition, excavation, grading, installation of remediation equipment, implementation of bioremediation, or construction of structures.
- 1.11. Governmental Agencies.** All federal, state and local agencies having jurisdiction over the Project.

2. SCOPE OF SERVICES

Consultant will perform the Scope of Services set forth in the attached PROPOSAL.

- 2.1. Changes in Scope.** If Consultant provides Client with a writing confirming a change in the PROPOSAL or the Services, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Consultant on the Project, whether requested and/or authorized by Client by oral or written communication, are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the PROPOSAL, Services or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 18, "Disputes."
- 2.2. Licenses.** Consultant will procure and maintain business and professional licenses and registrations necessary to provide its Services.
- 2.3. Excluded Services.** Consultant's Services under this Agreement include only those Services specified in the PROPOSAL.
 - 2.3.1. General.** Client expressly waives any claim against Consultant resulting from its failure to perform recommended additional Services that Client has not authorized Consultant to perform, and any claim that Consultant failed to perform services that Client instructs Consultant not to perform.
 - 2.3.2. Biological Pollutants.** Consultant's PROPOSAL specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Consultant's PROPOSAL will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Consultant has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Consultant from all claims by any third party concerning Biological Pollutants, except for damages caused by Consultant's sole negligence.
- 2.4. Changes in Schedule.** Because of the uncertainties inherent in the Services contemplated, time schedules are only estimated schedules and are subject to revision unless otherwise specifically stated in the PROPOSAL.

2.5 Sampling, Inspection & Test Locations. Unless specifically stated otherwise, the Scope of Services does not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. Company will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage may necessarily occur in the normal course of Services, and this Agreement does not include repair of such damage unless specifically stated in the Scope of Services.

3. PAYMENTS TO CONSULTANT

- 3.1. Basic Services.** Consultant will perform all Services set forth in the attached PROPOSAL on a lump sum/fixed fee basis as set forth therein.
- 3.2. Additional Services.** Any additional services performed under this Agreement will be provided on a time and materials basis above and beyond any prior quoted estimate, not-to-exceed or lump sum fee unless otherwise specifically agreed to in writing by both parties.
- 3.3. Estimate of Fees.** Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The provision of an estimate of fees or a cost estimate is not a guarantee that the Services will be completed for that amount; Consultant's Services shall continue on a time and expense basis to completion unless directed otherwise by Client. Furthermore, the provision of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates

that Consultant will not incur fees and expenses chargeable to Client in excess of the "not to exceed" limitation amount without notifying Client in writing that the "not-to-exceed" amount has been reached and that Services will continue on a time and materials basis unless directed by Client to discontinue any further Services.

3.4. Rates. Client will pay Consultant at the rates set forth in the Fee Schedule.

3.4.1. Changes to Rates. Client and Consultant agree that the Fee Schedule is applicable only through December 31 of the year published, unless stated otherwise in the PROPOSAL, and is subject to periodic review and amendment, as appropriate to reflect Consultant's then-current fee structure. Unless otherwise provided for in the PROPOSAL, where projects are on-going beyond December 31 of the year the services were initiated, the rates presented in the PROPOSAL and Fee Schedule are subject to an annual cost of living adjustment based on the consumer price index for the geographic area where our services are being provided. Notwithstanding the foregoing, where Prevailing Wage regulations apply Consultant's labor rates are subject to revision based on determinations made by the governing agency. Where labor rates are increased during the course of the project Consultant's billing rates presented in the PROPOSAL and the Fee Schedule shall be increased proportionally with respect to any mandated labor and/or benefits rate increases unless otherwise stipulated in the PROPOSAL. In the event that the cost of fuel increases 10 percent or more over the course of the project a fuel surcharge may be imposed to recoup the added costs incurred by Consultant. Consultant will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Consultant and Client cannot agree upon a new fee structure within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth under Section 17, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs Consultant in writing that prevailing wage regulations cover the Project and the Scope of Services identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Consultant from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. Consultant shall invoice Client no more frequently than once per month for Services rendered. All invoices are due and payable upon receipt. Upon Consultant's approval of Client for 30-day payment terms Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. The invoice amounts shall be presumed to be correct unless Client notifies Consultant in writing. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and promptly pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Payment thereafter will first be applied to accrued late payment charges interest on unpaid undisputed charges and then to the unpaid principal amount. Consultant reserves the right to apply payments to Client's outstanding invoices from oldest to most recent, regardless of project or invoice designation on checks received. All amounts unpaid when due will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law on the unpaid balance from the invoice date until the invoice is paid. Consultant reserves the right to require payment in full on any and all invoices on Client's account regardless of project prior to releasing field notes, laboratory test data, photographs, analyses and/or reports. All undisputed amounts due to Consultant by Client shall be paid in full prior to Consultant's release of final reports or other required forms of certified or verified reports. If the account becomes delinquent, the Client will reimburse Consultant for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount. Consultant shall not be bound by any provision or agreement conditioning Consultant's right to payment upon payment by a third party. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party. Client's failure to pay Consultant when due the failure to pay will constitute a substantial failure of Client to perform under this Agreement and Consultant will have the right to stop all current work and withhold letters, reports, or any verbal consultation until the invoice is paid in full. In the event that Client fails to pay Consultant within sixty (60) days after any invoice is rendered, Client agrees that Consultant will have the right to consider the failure to pay Consultant's invoice as a breach of this Agreement. If the Client requests back-up data or changes to the format of the standard invoice, an administrative fee of \$100 per invoice may be charged plus \$1 per page of back-up data.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Standard of Care. Subject to the limitations inherent in the agreed Scope of Services as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant may perform its Services consistent with that level of care and skill ordinarily exercised by other professional Consultants practicing in the same locale and under similar circumstances at the time the Services are performed. No other representation and no warranty or guarantee, express or implied, is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

4.2. Level of Service. Consultant offers different levels of professional consulting services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Although risk associated with site acquisition or development can never be eliminated, more detailed and extensive investigations yield more information. It is for these reasons that Client must determine the level of Services adequate for its purposes. Client has reviewed the PROPOSAL and has determined that it does not need or want a greater level of Services than that specifically identified in the PROPOSAL.

4.3. No Warranty. Client recognizes the inherent risks connected with property transactions and site development, and understands when signing that those risks are not entirely eliminated through the services of Consultant. Client recognizes that opinions relating to geologic or environmental conditions, including those associated with air, soil and groundwater, are based on limited data and that actual surface and subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made. Client also recognizes that site conditions may change with time, conditions may vary from those encountered at the times when and locations where the data are obtained, despite the use of due professional care. Therefore, in signing this Agreement the Client understands that Consultant is not providing a warranty or assurance as to the surface and subsurface conditions throughout the site, or the performance of the project. Consultant's tests and observations of the Work by third parties not under contract to Consultant are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements. This Agreement neither makes nor intends a warranty or guarantee, express or implied, of any type nor does it create a fiduciary responsibility to Client by Consultant.

5. CONSTRUCTION PHASE SERVICES

5.1. Construction Observation.

If Consultant's PROPOSAL includes observation and/or testing during the course of construction, which may include or consist of site remediation activities, Consultant may:

5.1.1. Site Meetings & Visits. Consultant will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the PROPOSAL or, if not specified in the PROPOSAL, at intervals as Consultant deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Consultant may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Consultant may not be on site continuously; and, unless expressly agreed otherwise, Consultant will not observe all of the Work. Consultant will report any observed geotechnical related Work to the Client which, in Consultant's professional opinion, does not conform with plans and specifications.

5.1.2. Contractor's Performance. Consultant does not, and cannot, warrant or guarantee that all of the geotechnical related Work performed by Contractor meets the requirements of Consultant's recommendations or the plans and specifications for such Work; nor can Consultant be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of Consultant. No action of Consultant or Consultant's representative can be construed as altering any Agreement between the Client and others. Consultant has no right to reject or stop work of any agent of the Client. Such rights are reserved solely for the Client.

5.1.3. Contractor's Responsibilities. Consultant will not supervise, direct or have control over the Work nor will Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work. Client understands and agrees that Contractor, not Consultant, has sole responsibility for the safety of persons and property at the Project Site, and that Consultant shall not be responsible for job site safety or the evaluating and reporting of job conditions concerning health, safety or welfare.

5.1.4. Final Report. At the conclusion of Construction Phase Services, Consultant will provide Client with a written report summarizing the tests and observations, if any, made by Consultant.

5.2. Review of Contractor's Submittals. If included in the Scope of Services, Consultant will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Consultant will review such submittals solely for general conformance with Consultant's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

5.3. Tests. Tests performed by Consultant on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Consultant's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

5.4. Retention of Third Party Consultant. The review of plans and specifications, and the observation and testing of earthwork related construction activities by Consultant are integral elements of the Services where Consultant is to remain in the capacity of Geotechnical Engineer-Of-Record through construction of the project. Client shall have the right to retain a party other than Consultant (Third Party Consultant) for review of plans and specifications, and the observation and testing of earthwork related construction activities. In the event that a Third Party Consultant is retained by Client for those services, Client agrees that they will require the Third Party Consultant to contractually agree to the assumption of the role of Geotechnical Engineer-Of-Record for the project including all responsibilities and liabilities. Client further agrees to indemnify and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities") from and against any and all claims, suits, liabilities, damages, expenses (including reasonable attorney's fees and costs of defense), or other losses related to the geotechnical engineering aspects of the project.

6. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

6.1. Cooperation. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.

6.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

6.3. Rights of Entry. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Consultant will operate with reasonable care to minimize damage to the Project Site(s) and any improvement located thereon. However, Client recognizes that Consultant's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated in the PROPOSAL. If client desires or requires Consultant to restore the site to its former condition, upon written request Consultant will perform such additional work as is necessary and Client agrees to pay to Consultant the cost thereof.

6.4. Relevant Information. Supply Consultant with all information and documents in Client's possession or knowledge which are relevant to Consultant's Services. Client warrants the accuracy of any information supplied by it to Consultant, and acknowledges that Consultant is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Consultant of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

6.5. Subsurface Structures. If the Services require invasive subsurface exploratory work, Client will provide Consultant with all information in its possession regarding the location of underground utilities and structures or mark on the property, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Consultant to any such structure or utility not so designated. Consultant is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Consultant. Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees, as a result of personal injury, death or property damage occurring with respect to Consultant's performance of its work and arising from subsurface or latent conditions or damage to subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to Consultant by Client.

6.6. Project Information. Client agrees to provide Consultant within 5 days after written request, a correct statement of the recorded legal title to the property on which the Project is located and the Client and/or Owner's interest therein, and the identity and address of any construction lender.

7. CHANGED CONDITIONS

If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Section 17, "Termination."

8. HAZARDOUS MATERIALS

Client understands that Consultant's Services under this Agreement are limited to geotechnical engineering and that Consultant has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or encountered during the performance of this Agreement.

Client warrants that a reasonable effort to inform Consultant of known or suspected hazardous materials on or near the project site has been made. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated Hazardous Materials constitutes a changed condition under this Agreement mandating a renegotiation of the scope of services or termination of services. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, and regulatory bodies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site(s), or encountered during the performance of this Agreement. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client agrees that it is the Client's responsibility to inform the property owner of the discovery of hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any and all claims, liabilities, damages or expenses, including but not limited to delay of the Project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the services provided by Consultant under this Agreement.

9. CERTIFICATIONS

Client agrees not to require that Consultant execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Consultant believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by Consultant, and does not constitute a warranty or guarantee, either express or implied.

10. ALLOCATION OF RISK

10.1. Limitation of Liability. The total cumulative liability of Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities"), to Client and its successors, all parties included as additional insured on Consultant's insurance policies and those parties granted report reliance rights by Consultant and all of their respective shareholders, directors, officers, employees and agents (collectively "Client Entities") arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Consultant under this Agreement or twenty-five thousand dollars (\$25,000.00) whichever is greater; provided, however, that such liability is further limited as described below. This limit is an aggregate limit with respect to all services on the project, whether provided under this, prior or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Consultant's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Consultant and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Consultant's fee, provided that they amend this Agreement in writing as provided in Section 19. Consultant Entities and Client Entities also agree that the Client Entities will not seek damages in excess of the limitations indirectly through suits with other parties who may join Consultant as a third-party defendant.

10.2. Indemnification. Client will indemnify, defend and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities") from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Consultant's negligence, Client waives any claim against Consultant, and to the maximum extent permitted by law, expressly agrees to defend, indemnify and hold harmless Consultant Entities from and against any and all Losses, arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

10.3. Consequential Damages. Neither Client nor Consultant will be liable to the other for any special, consequential, incidental or penal losses or damages of whatever nature including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, loss of profits, loss of revenue, or loss of inventory, or for use charges, cost of capital, or claims of the other party and/or its customers, which may arise directly or indirectly as a result of the Services provided by Consultant under this Agreement.

10.4. Continuing Agreement. The provisions of this Section 10, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Company provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 10 will apply to such Services as if the parties had executed an amendment.

10.5. No Personal Liability. Client and Consultant intend that Consultant's Services will not subject Consultant's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Consultant" on the first page of this Agreement.

11. INSURANCE

11.1. Consultant's Insurance. Consultant carries Statutory Workers' Compensation and Employer's Liability Insurance; Commercial General Liability Insurance for bodily injury and property damage; Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles; and Professional Liability Insurance. Certificates of insurance can be furnished upon written request but may not be processed unless accompanied by a signed Agreement. Client agrees not to withhold payment to Consultant for Client's failure to make such a timely request and such requests may not be honored if made after final completion of authorized Services. Additional charges may apply for Waiver of Subrogation and Additional Insured Endorsements. Consultant assumes the risk of damage caused by Consultant's personnel to Consultant's supplies and equipment.

11.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name Consultant as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Consultant and its subcontractors and subconsultants as additional insureds on the General Liability insurance. Upon request, Client will provide Consultant with certificate(s) of insurance evidencing the existence of the policies required herein.

12. OWNERSHIP AND USE OF DOCUMENTS

12.1. Client Documents. All documents provided by Client will remain the property of Client. Consultant will return all such documents to Client upon request, but may retain file copies of such documents.

12.2. Consultant's Documents. Unless otherwise agreed in writing, all documents and information prepared by Consultant or obtained by Consultant from any third party in connection with the performance of Services, including, but not limited to, Consultant's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are instruments of professional service, not products, and are the property of Consultant. Consultant has the right, in its sole discretion, to dispose of or retain the Documents. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described below.

12.3. Use of Documents. All Documents prepared by Consultant are solely for use by Client and will not be provided by either party to any other person or entity without Consultant's prior written consent.

12.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

12.3.2. Use by Consultant. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

12.4. Electronic Media. Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation; the paper original issued by Consultant will remain the final documentation of the Services.

12.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

13. SAMPLES AND CUTTINGS

13.1. Sample Retention. If Consultant provides laboratory testing or analytic Services, Consultant will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 30 days after issuance of any Documents that include the data obtained from these samples. All samples shall remain the property of the Client and in the absence of evidence of contamination Consultant shall dispose of samples for the Client. All samples will be disposed of or destroyed after the thirty (30) day period unless Consultant is otherwise advised. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances. Upon request, Consultant will deliver samples to the Client or will store them for an agreed delivery or storage charge.

13.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during an investigation by Consultant, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

13.3. Cuttings. All cuttings, drilling fluid and wash water shall remain the property of the Client, and Client shall be responsible for and promptly pay for the removal and lawful disposal of cuttings, drilling fluids, wash water and hazardous materials, unless otherwise agreed in writing.

14. RELATIONSHIP OF THE PARTIES

Consultant will perform Services under this Agreement as an independent contractor.

15. ASSIGNMENT AND SUBCONTRACTS

During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Consultant may subcontract for the services of others without obtaining Client's consent if Consultant deems it necessary or desirable for others to perform certain Services.

16. SUSPENSION AND DELAYS

16.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Consultant. Consultant may terminate this Agreement if Client suspends Consultant's Services for more than 60 days and Client will pay Consultant as set forth under Section 17, "Termination." If Client suspends Consultant's Services, or if Client or others delay Consultant's Services, Client and Consultant agree to equitably adjust: (1) the time for completion of the Services; and (2) Consultant's compensation in accordance with Consultant's then current Fee Schedule for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Consultant for demobilization and subsequent remobilization.

16.2. Liability. Consultant is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Consultant's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

17. TERMINATION

17.1. Termination for Convenience. Consultant and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

17.2. Termination for Cause. In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 5 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 5-day period.

17.3. Payment on Termination. Following termination other than for Consultant's material breach of this Agreement, Client will pay Consultant for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Consultant's then current Fee Schedule.

18. DISPUTES

18.1. Mediation. All disputes between Consultant and Client, except those involving Client's failure to pay undisputed invoices as provided herein, are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon, in accordance with the rules of the American Arbitration Association.

18.2. Precondition to Other Action. No action or suit, except those involving Client's failure to pay undisputed invoices as provided herein, may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice. If the matter is referred to arbitration, the arbitration shall be conducted in Fresno County, California. The arbitrator shall be appointed within 60 days of the arbitrators' receipt of a written request to arbitrate the dispute. The arbitrator shall be authorized to provide all recognizable remedies available in law or equity for any cause of action that is the basis of the arbitration (to the extent such remedy is not otherwise precluded under this Agreement), provided that (i) the arbitrator shall not have the authority to award punitive damages, and (ii) each party shall bear its own costs and attorney's fees related to the arbitration.

18.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state of California. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, or unless the parties agree otherwise, any mediation or other legal proceeding will occur in Fresno County, California. Client waives the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction. The prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, reasonable attorney's fees, and other claim related direct expenses.

18.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Consultant's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

19. MISCELLANEOUS

19.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and conditions, and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

19.2. Modification of This Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

19.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail with return receipt (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

19.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

19.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

19.6. Survival. These terms and conditions survive the completion of the Services and/or the termination of this Agreement, whether for cause or for convenience.

19.7. Warranty Of Authority To Sign, Personal Guarantee. The person signing this contract warrants that he/she has authority to sign on the behalf of the Client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered. Further, if Client fails to perform and is in breach of this Agreement the person signing this Agreement agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered.

19.8. Precedence. These Terms and Conditions take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Consultant's Services.

19.9. Incorporation of Provisions Required By Law. Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

20. HAZARDOUS MATERIALS RISKS

Client recognizes that, while necessary for subsurface investigations, commonly used exploration methods, such as drilling borings, pushing probes or excavating trenches, involve an inherent risk. These exploration methods may penetrate through an aquifer of contaminated fluid and serve as a connecting passageway between the contaminated aquifer and an uncontaminated aquifer or groundwater, inducing cross-contamination. While backfilling with grout or by other means, according to the state of practice, is intended to provide a seal against such passageway, it is

recognized that such a seal may be imperfect and there is an inherent risk of cross-contamination when drilling borings, pushing probes excavating trenches or implementing other methods of exploration in connection with a contaminated site. Client recognizes that the state of practice, particularly with respect to contaminated site and materials conditions, is changing and evolving. While Consultant is required to perform in reasonable accordance with the standards in effect at the time the services are performed, it is recognized that those standards may subsequently change because of improvements in the state of practice.

Client recognizes that Consultant's failure to detect the presence of hazardous materials at a site, even though hazardous materials may be assumed or expected to exist through the use of appropriate and mutually agreed upon sampling techniques, does not guarantee that hazardous materials do not exist at the site. Similarly, Client recognizes that Consultant's subsurface explorations may not encounter hazardous materials at a site, which may later be affected by hazardous materials due to natural phenomena or human intervention. Client recognizes that the state of practice, particularly with respect to contaminated site and materials conditions, is changing and evolving. While Consultant is required to perform in reasonable accordance with the standards in effect at the time the services are performed, it is recognized that those standards may subsequently change because of improvements in the state of practice. Client agrees to waive any claim against Consultant and agrees to defend, indemnify, and hold Consultant harmless from claims or liability for injury or loss arising from Consultant's failure to detect the presence of hazardous materials through techniques commonly employed for the purpose.

All laboratory and field equipment contaminated in performing Consultant's services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

21. ENTIRE AGREEMENT

This Agreement between the parties consists of these Terms and Conditions, the PROPOSAL by the Consultant, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire Agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. The Parties have read the foregoing, understand completely the terms, and willingly enter into this Agreement. This Agreement was developed to be fair and reasonable to both parties. The terms of this Agreement will prevail over any different or additional terms in Client's purchase order or other forms provided by Client to Consultant as part of the authorization process unless agreed in writing by Consultant. The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly. Consultant's acceptance of this Agreement is pending credit review and a retainer fee may be required.

Client: PARMAR PETROLEUM INC.

Consultant: KRAZAN & ASSOCIATES, INC.

Gurinder Pal Singh 11-4-24
Signature Date

Signature Date

GURINDER PAL SINGH
Name (Please Print)

Name (Please Print)

Owner
Title

Title