

PIERS ENVIRONMENTAL SERVICES INC.

MASTER ENVIRONMENTAL CONSULTING "SERVICES AGREEMENT"

This Legally Binding Agreement is entered into by and between PIERS Environmental Services, Inc., located at 1038 Redwood Hwy, Suite 100 A, Mill Valley, California 94941 (hereinafter referred to as "Service Provider" or "PIERS"), on the one hand, and the person identified and verified on the corresponding (linked or attached) PIERS Order Form (hereinafter referred to as "Client") on the other hand (collectively, "The Parties"). The Client has requested that a specific scope of services be performed on their behalf. The Service requested appears on the corresponding PIERS Order Form attached to this agreement. The details of the service to be provided are found in the attached "Exhibit A". The Client may request of PIERS to perform additional consulting services. If PIERS agrees to perform these services, they will be performed on a time and materials basis. A Fee Schedule for additional services is attached to this agreement "Exhibit B".

- 1) **Background:** The Client believes that the Service Provider has the necessary qualifications, experience and abilities to provide certain environmental consulting services to the Client, and Client desires to engage the Service Provider to provide such services, as further enumerated below. The Service provider is agreeable to providing such services to the Client, on the terms and conditions as set out in this Agreement. The Parties hereby agree as follows:
- 2) **Titles/Headings:** Headings are inserted for the convenience of The Parties only, and are not to be considered when interpreting this Agreement.
- 3) **Acceptance of Terms of This Service Agreement:** This Agreement is either a paper or an electronic contract that sets out the legally binding terms of The Parties' Agreement. By accessing and by clicking the "Accept" button on PIERS website, or by signing this Agreement you, the Client have agreed to be bound by the terms, conditions and notices contained or referenced herein. If any term of this Agreement conflicts with any term contained in the Order Form, this Agreement shall supersede and control the legal obligations between the Parties. By agreeing to this contract the Client (i.e., the person or entity who authorizes this service) agrees to be bound by the following terms conditions and limitations:
- 4) **Engagement:** The Client desires and hereby agrees to engage PIERS to provide, and PIERS hereby agrees to provide Client with services set forth in EXHIBIT A, which is attached hereto and incorporated herein. The individual service chosen to be performed may have additional specific limitations and terms incorporated within its scope of services. The Client agrees to these additional terms and limitations as well.
- 5) **Location:** PIERS only conducts services for properties located within the State of California, United States of America.
- 6) **Number of Parcels Per Order:** Each order submitted and agreed to herein is limited to one (1) parcel and one (1) report only, and are further limited to commercial properties located in California that are less than one (1) acre in size and have no more than six (6) tenants. Properties or parcel orders beyond the scope of these limitations require special pricing to be negotiated and agreed upon by both PIERS and Client. Please contact PIERS directly for instructions on ordering multi-parcel Services and/or for Services on properties exceeding the maximum lot size limitations stated above.

- 7) **Term of Agreement:** This Master Agreement will remain in full force and effect for a period of five (5) years commencing from the effective date of this Agreement, the effective date being the last date upon which both parties have signed and/or otherwise accepted the terms of this Agreement. This Agreement may not be terminated except as otherwise provided for in this Agreement. The term of this Agreement may be extended only by mutual written agreement of The Parties.
- 8) **Compensation:** As consideration for the Services provided by PIERS under this Agreement, the Client will pay PIERS the amount set forth in EXHIBIT B, which is hereby incorporated herein.
- 9) **Billings and Payments:** Work will commence upon receipt of an executed copy of this agreement and a retainer in the amount of 50% of the total proposed project cost . Payment in full is due upon completion of the report. Any additional services requested by the client will be invoiced on a Time and Materials Basis in accordance with the compensation schedule in the attached Exhibit B. The full amount to be paid to PIERS is due upon completion of the services, and prior to release of the final report. The Client and person who accepts this Agreement and authorizes the services on Client's behalf are responsible for payment. Payments not made within thirty (30) days of project completion are subject to interest fees as set forth below. Payment of the PIERS invoice shall be the primary, absolute and non-contingent obligation of the Client, and shall not be conditioned upon the closing of a loan transaction or any other event. If PIERS does not receive payment in full within thirty (30) calendar days of the date of the final invoice, the account shall be deemed delinquent. Unpaid, delinquent balances shall bear a 10% interest charge from the invoice date. If a delinquency occurs, PIERS may, at its option (and without relieving the Client from its payment obligation) revoke and disclaim the Client's right to rely on any report delivered pursuant to the Agreement, until payment in full is made.
- 10) **Limitation of Liability:** PIERS total liability to the Client for any and all injuries, claims, losses, expenses or damages whatsoever directly or indirectly arising out of, or in any way related to this agreement from any cause or causes, including but not limited to PIERS negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total amount of the compensation paid to PIERS pursuant to this Agreement. PIERS shall not be liable for any latent or hidden conditions, conditions not actually observed by PIERS, the potential consequences of observable conditions, conditions of which Client had knowledge of at the time of the services, or any unauthorized assignment of or reliance upon their ports. Notwithstanding the prior sentence, in no event shall PIERS be liable to client for any exemplary, punitive, direct or indirect incidental, special or consequential (including lost profits) damages arising from or in any way connected with its performance or failure to perform under the Agreement, even if the affected party has knowledge of the possibility of such damages.
- 11) **Reliance and Assignment:** Only the Client may rely on the contents of the services provided hereunder. No other person or entity may rely on the report without the advance written consent of PIERS, and no other third-party beneficiaries are intended. Except as described above, the Client shall not assign the Agreement, any report or any related work product, without the prior written consent of PIERS. Any unauthorized reuse or redistribution of PIERS' work product or reports shall be at the Client's and Recipient's sole risk, without liability to PIERS. PIERS shall not assign its obligations under the Agreement.
- 12) **Warranties and Indemnification:** In performing the services, PIERS shall exercise the degree of skill and care ordinarily exercised by a reasonable, prudent professional in the same community, and in the same timeframe, given the same or similar facts and circumstances. Except as set forth in the immediately preceding sentence, PIERS makes no warranty, expressed or implied, without respect to the services of any of its oral or written reports. Client shall indemnify, defend and save harmless PIERS from any claim, suit liability, damage injury, expense, including attorney fees or other loss arising out of any actual or potential environmental contamination or pollution including without limitation any actual or threatened release of toxic or hazardous materials.

13) Acknowledgement: Client acknowledges and agrees that:

a) The services may require judgments to be made by PIERS that are based upon limited data, rather than upon scientific certainties; b) PIERS approach, recommendations, and associated cost estimates, if any, are based upon industry practices and averages; c) Professional opinions are rendered with respect to observations made and data obtained at the time of assessment; d) Ultimate outcomes could be inconsistent with the conclusions, results and projections of PIERS; e) And there may be additional reports relating to the site (whether prepared by PIERS or other parties), and reliance upon any PIERS report without reference to any such other reports is done at Client's sole risk.

All information regarding operations, plans, specifications, conditions or test data which is provided to PIERS by Client, owners or third-parties (including without limitation, any point of contact at the Property), is deemed by PIERS to be correct and complete without any independent verification by PIERS. PIERS assumes no responsibility for the accuracy of such information and shall not be liable if reliance upon such information results in incorrect conclusions or results. Client shall indemnify and hold PIERS harmless from and against any and all liabilities, losses, costs, damages, claims, obligations, fees, and expenses (including reasonable Attorney's fees) (collectively, "Losses") for such reliance.

14) Disclaimer: Neither PIERS, nor this Agreement or the Services provided hereunder, make any representations or guarantees concerning the condition of a Property. PIERS shall not be responsible for conditions or consequences arising from facts and information that were withheld or concealed, or not fully disclosed at the time the Services are performed. Conclusions and recommendations that might be contained in any ultimate report (depending on report type) for the Property are preliminary in nature, and are based wholly upon the data obtained and available information reviewed during the assigned Service. PIERS is not responsible for errors or omissions in agency files or databases, or non-disclosure by Property owners or representatives. It should be noted that governmental agencies often do not list all sites with environmental contamination; the lists and data used could be inaccurate and/or incomplete. The absence of potential gross contamination sources, historic or present, does not necessarily imply that the subject Property is free of any contamination. PIERS reports will not address, in any way: septic systems, leach fields, septic tanks, or related health hazards, lead in drinking water, lead-based paint, asbestos containing materials, radon, wetlands, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality, high voltage power lines, mold, dust, any air quality issues or microorganism concerns. PIERS reports also do not address permitting, environmental compliance, business environmental risks, or mold issues.

15) Entire Agreement: This Agreement constitutes the entire agreement between The Parties with respect to the services ordered hereby, and supersedes all prior letters of agreements with respect thereto. This Agreement may not be amended or modified except through writing executed by each of The Parties or other electronic communication recorded in a tangible form approved by each of The Parties.

16) Capacity/Independent Contractors: It is expressly agreed that the Service Provider is acting as an independent contractor, and not as an employee in providing the services hereunder. The Service Provider and the Client acknowledge that this Agreement does not create a partnership or joint venture between them. Acknowledgement is hereby made that PIERS may employ, by subcontract, suitably trained persons or entities acceptable to PIERS to perform the services.

17) Insurance: PIERS agrees to maintain a Commercial General Liability Insurance Policy with a \$1,000,000 coverage limit, and a Professional Liability Errors and Omissions Policy with a \$1,000,000 Aggregate Limit.

- 18) Right of Entry:** The Client shall arrange for the right of entry to the subject Property ("Site") by PIERS, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing all acts as may be reasonably necessary to perform the services within the agreed scope of work. In certain instances, PIERS may require that Site personnel operate major building systems and equipment at the time the services are performed.
- 19) Underground Utilities:** Client shall designate the location of all subsurface utility lines and other objects on the Property. PIERS shall not be liable for any damage or injury resulting from damage to subterranean or unexposed structures or items (including but not limited to: pipes, wires, cables, tanks) that are not called to PIERS attention by Client, even if such damage or injury results from work performed by PIERS.
- 20) Force Majeure:** PIERS shall not be responsible for damages or delays in performance caused by force majeure, acts of God, events beyond the control of PIERS, acts of terrorism, or events that could not have been reasonably foreseen and/or prevented.
- 21) Legal Expenses:** In the event that legal action becomes necessary to enforce or construe any term of this Agreement, the prevailing party in such action will be entitled to recover, in addition to any other recoverable damages, all reasonable costs and Attorney's fees incurred in connection with such action.
- 22) Confidentiality:** The Service Provider acknowledges that a material term of the Agreement with the Client is to keep all confidential information belonging to the Client absolutely confidential and protect its release to the public. The Service Provider agrees not to divulge, reveal, report, or use, for any purpose, any confidential information, which the Service Provider has obtained or which was disclosed to the Service Provider by the Client. Third-parties may not rely on the contents of the forthcoming report. Exceptions: PIERS may disclose any of the confidential information: a.) To a third-party where the Client has consented in writing to such disclosure and/or b.) to the extent required by Law or by the request or requirement of any judicial, legislative, administrative or other governmental body.
- 23) Governing Law:** This Agreement, all terms and conditions of this Agreement, and the performance under or interpretation of this Agreement, and all suits and special proceedings under this Agreement, shall be construed in accordance with and governed, to the exclusion of the law of any other forum, by the Laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.
- 24) Legal Actions: Limitation on Actions:** The Client by executing this agreement, limits the period in which it may bring an action against PIERS, its affiliates and their respective directors, officers employees, agents and subcontractors to one year after the date of PIERS final invoice. This section shall survive the termination of this agreement.
- 25) Approval:** Please indicate your acceptance of this proposal by clicking accept or by signing below and returning an executed copy to our office. This Agreement is subject to the attached Exhibits. Work will commence upon receipt of an executed copy of the agreement and a retainer in the amount of 50% of the total proposed project cost. Any additional services requested by the client will be invoiced on a Time and Materials Basis in accordance with the compensation schedule found in the attached Exhibit B.

THE PARTIES DULY EXECUTE THIS SERVICES AGREEMENT
BY AGREEING TO ITS TERMS AND CONDITIONS VIA THE ONLINE AGREEMENT
CONSENT (CLICKING ACCEPT) ON PIERS WEB ORDER FORM, OR BY CLIENT'S
SIGNATURE FOUND BELOW

PRINT NAME:	
SIGNATURE:	
TITLE:	
DATE:	

EXHIBIT “A”

SCOPE OF SERVICES

PIERS shall provide environmental consulting services on an as-needed basis for various Client projects. Prices for these services are found in the attached EXHIBIT “B”. As requested by the client, PIERS shall perform some or all of the services that may include, but are not limited to the following:

1) IDENTIFIED HAZARDOUS MATERIALS RADIUS REPORT (IHMRR)

PIERS has its own identified hazardous materials sites database/GIS mapping software and reports. Our customized software searches over 100 different environmental regulatory agency databases and plots all of the known hazardous material/waste sites within a one-mile radius around the subject property. The databases used for all PIERS reports are continually updated with the most current environmental regulatory data available. Federal, state and local environmental regulatory agency lists and reports are searched and plotted on color maps using our integrated GIS and advanced database software. Clients request that PIERS generate one of these reports when they would like to ensure that the subject property, or any immediately adjacent properties, are not listed in any such database. As releases from one site can contaminate surrounding properties, clients will often order a review and analysis of the report to understand its implications to a subject property. The standalone report is generated, checked for geographic accuracy, and emailed to the client. Two hard copies may be sent to the client via the US mail per specific separate request.

2) IDENTIFIED HAZARDOUS MATERIALS RADIUS REPORT (IHMRR) PLUS PROFESSIONAL REVIEW

A PIERS Environmental Professional will review the generated IHMRR report and write a one to two page letter report interpreting the contents of the report. This report is intended to give the client an overview of the environmental neighborhood surrounding the subject Property. The standalone report is generated, checked for geographic accuracy, and emailed to the client. Two hard copies may be sent to the client via the US mail per specific separate request.

IHMRR Reports and IHMRR Plus Professional Review Reports Additional Agreement Terms and Limitations

Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. **ONLY A PHASE I ENVIRONMENTAL SITE ASSESSMENT PERFORMED BY AN ENVIRONMENTAL PROFESSIONAL CAN PROVIDE INFORMATION REGARDING THE ENVIRONMENTAL RISK FOR ANY PROPERTY.** Additionally, the information provided in this Report is not to be construed as legal advice

3) ENVIRONMENTAL TRANSACTION ANALYSIS (ETA)

The Environmental Transaction Analysis (ETA), is used to screen smaller loans for lenders who understand that it is not a "legally defensible level of due diligence." THE ETA INCLUDES: A thorough site reconnaissance performed by a PIERS Project Manager. A disclosure interview with the owner/operator of the property. A PIERS IHMRR Report. Two copies of a final report, signed by an environmental professional, will be sent via US mail to the Client.

ETA Additional Agreement Terms and Limitations

Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. **ONLY A PHASE I ENVIRONMENTAL SITE ASSESSMENT PERFORMED BY AN ENVIRONMENTAL PROFESSIONAL CAN PROVIDE INFORMATION REGARDING THE ENVIRONMENTAL RISK FOR ANY PROPERTY** Additionally, the information provided in this Report is not to be construed as legal advice. An ETA report does not meet any ASTM standard and is not considered a legally defensible document. The ETA Service does not include ANY historical research or any conclusions or recommendations.

4) ENVIRONMENTAL TRANSACTION SCREEN (ETS)

The ASTM has established a standard for a Transaction Screen. The current standard, which PIERS adheres to, is ASTM Standard E-1528-06 (Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process). The Scope includes: A visual reconnaissance and inspection of the site will be performed by a professionally trained environmental assessor. A visual reconnaissance of surrounding properties in the immediate vicinity will be performed in order to locate any potential generators of hazardous materials and to assess potential environmental impacts to the subject site. Research: a) A limited review of the history of the site as drawn from interviews with owners/operators, and a review of one or two (depending on need) of the following items will be conducted: Historical Sanborn Maps, Historical City Directories. Additional surrounding and subject site research contained in the ETS report will be obtained by searching Federal, State, and Local agency data bases (lists) containing pertinent information related to environmental concerns. These lists include sites having leaking underground tanks, hazardous landfills, sites where soil and/or groundwater has been contaminated, and generators of hazardous wastes (IHMRR Report). The final report will include a written section to include the following categories: 1) General Information; 2) Site Description, Use and History; 3) Adjoining Properties; 4) Site Inspection 5) Summary of Historic Research; 6) Conclusions and Recommendations; and 7) Limitations. Two copies of a final report, signed by an environmental professional, will be sent via US mail to the Client.

ETS Additional Agreement Terms and Limitations

This contract to perform a Transaction Screen Assessment does not guarantee the condition of a Property and is **NOT TO BE CONSIDERED A PHASE I ENVIRONMENTAL SITE ASSESSMENT PROJECT.** PIERS shall not be responsible for conditions or consequences arising from facts and information that were withheld or concealed, or not fully disclosed at the time the evaluation is performed. Conclusions and recommendations made in the report for the Property will be preliminary in nature and are based wholly upon the data obtained and available information reviewed during the assessment. The site assessment is prepared to assist in decisions regarding this Property, and its possible subsurface environmental hazards. PIERS is not responsible for errors or omissions in agency files or databases or non-disclosure by current Property owners or representatives. To achieve the study objectives stated in this report, PIERS will base its conclusions and recommendations on the best information available during the period the investigation was conducted. The findings will be mainly based upon examination of historic records, and governmental agencies lists. It should be noted that governmental agencies often do not list all sites with environmental contamination; the lists and data used could be inaccurate and/or incomplete. Recommendations are based on the historic land use of the subject property, as well as features noted during the site walk. The absence of potential gross contamination sources, historic or present, does not necessarily imply that the subject property is free of any contamination. This report only represents a “due diligence” effort as to the integrity of the subject property.

5) PREVIOUS PHASE I ESA UPDATE (PHASE I UPDATE)

When a Phase I Environmental Assessment has become outdated, 180 days after issue, PIERS offers the Phase I Update in order to avoid the costs and redundancy of preparing an entirely new Phase I Report. The Update includes: 1) a professional, written review of the previous Phase I; 2) a new IHMRR report 3) a thorough, professional property site inspection; 4) completion of an owner-operator interview; and 5) a brief report stating current property conditions and any environmental changes which may have occurred since the completion of the original Phase I. Updates are utilized for Phase I reports that are no longer considered valid per ASTM Standards. PIERS will update other firm's reports as long as the original reports met the current ASTM standard at the time they were completed. **PREVIOUS PHASE I REPORTS, 181 DAYS OR OLDER ARE NO LONGER VALID AND ACCORDING TO ASTM A NEW FULL PHASE I ESA REPORT NEEDS TO BE COMPLETED.**

Update Additional Agreement Terms and Limitations

This contract to perform an ESA Update does not guarantee the condition of a Property and is **NOT TO BE CONSIDERED A PHASE I ENVIRONMENTAL SITE ASSESSMENT PROJECT.** PIERS shall not be responsible for conditions or consequences arising from facts and information that were withheld or concealed, or not fully disclosed at the time the evaluation is performed. Conclusions and recommendations made in the report for the Property will be preliminary in nature and are based wholly upon the data obtained and available information reviewed during the assessment. The site assessment is prepared to assist in decisions regarding this Property, and its possible subsurface environmental hazards. PIERS is not responsible for errors or omissions in agency files or databases or non-disclosure by current Property owners or representatives. To achieve the study objectives stated in this report, PIERS will base its conclusions and recommendations on the best information available during the period the investigation was conducted. The findings will be mainly based on the previously completed Phase I ESA Report. PIERS is not responsible for the contents and accuracy of the original report and cannot be held liable if reliance on such information results in incorrect conclusions or recommendations. The absence of potential gross contamination sources, historic or present, does not necessarily imply that the subject property is free of any contamination. This report only represents an update to the original report.

6) PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT

A PIERS Phase I Environmental Site Assessment Report will provide the documentation necessary to help protect both sellers and buyers of the Property from environmental liabilities. It will also provide the environmental disclosure documentation required by nearly all financial institutions that might finance the property. The requirements for completing this Phase I ESA are based upon the American Society for Testing and Materials (ASTM) standards, specifically, designation E 1527-05, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. These are the accepted current standards used to comply with the EPA's Final Rule designating Standards and Practices for All Appropriate Inquiries (Title 40 CFR Part 312). ASTM Standard Designation E1527-05 has become the practicing standard accepted by most banking and financial institutions as legally defensible due diligence for property sales. Short of these standards, a Phase I may not afford the legal protection necessary under current Federal, State and local environmental laws. Based on current ASTM standards, the following services will be performed to meet environmental disclosure requirements for the subject site: 1) Site and Immediate Area Inspection a) A visual reconnaissance and inspection of the site will be performed by a professionally trained assessor (REA and/or CEG) in order to assess and evaluate areas of concern that could potentially impact the subsurface environment. Documentary photographs will be taken and included in the report. b) A visual reconnaissance of adjoining and surrounding properties in the immediate vicinity will be performed in order to locate any potential generators of hazardous materials and assess potential subsurface environmental impacts to the subject site. 2) Historical Research and File Reviews a) A review of the history of the site drawn from reasonably ascertainable sources, to possibly include: aerial photographs, fire, building, health and planning

department files, and, where available, historical fire insurance maps, city directories, etc. will be performed in order to determine past and present land usage for the site. b) Available topographical and related geological maps of the area will be researched and reviewed to determine if the area appears to be a point toward which groundwater flows or accumulates. Regional physiographic and area hydrologic conditions affecting the subject property will be reviewed and evaluated if available. 3) Interviews Interviews with current and past owners, representatives and tenants, as available, will be conducted, as necessary, in accordance with ASTM requirements. 4) Regulatory Agency Database Review and Interpretation A PIERS Identified Hazardous Materials Radius Report will be generated and interpreted for the project/report. A copy of the radius report will be included within the Phase I report. The IHMR report is an environmental information document based on 50 plus databases acquired from numerous federal, state and local governing environmental entities that oversee hazardous material sites.

The types of sites that are included in the reports range from those sites that legally store and dispose of hazardous materials to those with serious contamination and environmental liability issues. This valuable data has been carefully integrated into specialized, state of the art software. The software “geocodes” or finds the geographic locations of the sites listed within the acquired governmental databases and digitally plots them on high quality GIS maps. The reports therefore, illustrate all of the known environmental sites of concern within a specified radius from a subject property. All of the databases that are required to be searched by the ASTM Standard for Phase I Environmental Site Assessments are included in these radius reports and data records updated quarterly. 5) Regulatory Agency File Reviews Federal, State, and local regulatory agency file reviews will be performed to assist in determining; a) the historical usage of the subject property, b) past and present usage of properties in the immediate vicinity, c) surrounding properties that may have an impact on the environmental condition of the subject site. Documentation on the storage, use and disposal of hazardous materials and related permit compliance issues will be reported if suspected of posing a potential environmental threat to the subject property. 6) Summary and Conclusions Conclusions based on facts and findings from the items outlined above will be interpreted according to the available data and observable site conditions. A comprehensive report will be written by a qualified registered environmental site assessor (REA). This report will contain a common-language overview of the environmental condition of the site, and an opinion of related risk. The report will be reviewed and edited by a PIERS management team member. Two copies of a final report, signed by an environmental professional, will be sent via US mail to the Client.

Phase I Environmental Site Assessment
Additional Agreement Terms and Limitations

THE USER OF THE PHASE I SITE ASSESSMENT REPORT IS REQUIRED BY ASTM TO SUPPLY THE FOLLOWING DOCUMENTS TO PIERS AS SOON AS POSSIBLE:

In regards to the subject Property, copies of the following:

- 1) Environmental Liens and/or Activity and Use Limitations recorded or filed for the Property
- 2) Notices or correspondence from any government agency relating to past or current violations of environmental laws or relating to environmental liens encumbering the Property
- 3) Previous site assessment reports
- 4) Previous environmental compliance audits
- 5) Environmental Permits
- 6) Registrations for underground injection systems

- 7) Registrations for underground and above-ground storage tanks
- 8) Material Safety Data Sheets
- 9) Community right to know plan
- 10) Safety plans
- 11) Reports regarding hydrogeologic conditions on the Property or surrounding area
- 12) Hazardous waste generator notices or reports
- 13) Geotechnical studies
- 14) Risk Assessments
- 15) Title Search
- 16) Recorded AULs

PIERS shall not be responsible for conditions or consequences arising from facts and information that were withheld or concealed, or not fully disclosed at the time the evaluation is performed. Conclusions and recommendations made in the report for the Property are preliminary in nature and are based wholly upon the data obtained and available information reviewed during the assessment. The site assessment is prepared to assist in decisions regarding this Property, and its possible subsurface environmental hazards. PIERS is not responsible for errors or omissions in agency files or databases or non-disclosure by Property owners or representatives. To achieve the study objectives stated in this contract PIERS is required to base our conclusions and recommendations on the best information available during the period the investigation will be conducted. The findings are mainly based upon examination of historic records, maps, aerial photographs, and governmental agencies lists. It should be noted that governmental agencies often do not list all sites with environmental contamination; the lists and data used could be inaccurate and/or incomplete. Recommendations are based on the historic land use of the subject property, as well as features noted during the site inspection. The absence of potential gross contamination sources, historic or present, does not necessarily imply that the subject property is free of any contamination. The report only represents a “due diligence” effort as to the integrity of the subject property. This report does not address: permitting, environmental compliance, or business environmental risks. This project does not include sampling of materials (for example: soil, water, air, mold, building materials). This Phase I Site Assessment will not include the mention of, recovery, sampling, or reporting of the nature or extent of Asbestos Containing Materials or any Mold Issues. PIERS does not warrant or guarantee that no significant events, releases or conditions could have arisen during the periods with data gaps. This Phase I Site Assessment will not include information or advice relating to any environmental issues, laws or environmentally related business decisions that have not been stated in the above outline.

7) PROFESSIONAL REPORT REVIEW (REVIEW)

Professional review of reports presented to the Client from an unknown consultant or unapproved firm. Client provides previous reports to PIERS. PIERS reviews all reports, comments on previous work and gives an opinion on what future work, if any remains for the subject site. This one to five page letter report is generated and reviewed. The report is emailed to the Client. Two hard copies may be sent to the client via the US mail per specific separate request.

Professional Report Review *Additional Agreement Terms and Limitations*

PIERS does not assume any liabilities derived from the inadequacies of findings of other consultant's reports. PIERS is not responsible for the contents and accuracy of the original report and cannot be held liable if reliance on such information results in incorrect conclusions or recommendations. The absence of potential gross contamination sources, historic or present, does not necessarily imply that the subject property is free of any contamination. This report only represents an update to the original report.

EXHIBIT “B”

PIERS STANDARD REPORT PRICES

REPORT TYPE	PRICE
IDENTIFIED HAZARDOUS MATERIALS RADIUS REPORT (IHMRR)	\$100
IDENTIFIED HAZARDOUS MATERIALS RADIUS REPORT (IHMRR) + PROFESSIONAL REVIEW	\$350
ENVIRONMENTAL TRANSACTION ANALYSIS (ETA)	\$800
ENVIRONMENTAL TRANSACTION SCREEN (ETS)	\$900
PHASE I ENVIRONMENTAL SITE ASSESSMENT	\$2300
PREVIOUS PHASE I ESA UPDATE	\$1200
PROFESSIONAL REPORT REVIEW	\$500
REPORT COPIES (per copy)	\$50

* These prices are for commercial properties, located in California, that are less than one (1) acre in size and have no more than six (6) tenants. Please contact PIERS directly for instructions and pricing when ordering reports for properties that exceed these criteria.

**PIERS
HOURLY LABOR RATES
FOR TIME AND MATERIALS SERVICES**

LABOR CLASSIFICATION	HOURLY RATE
EXPERT WITNESS/TESTIMONY	\$ 255.00
PRINCIPAL/CHIEF EXECUTIVE OFFICER	\$ 175.00
CHIEF OPERATIONS OFFICER	\$ 175.00
PROFESSIONAL ENGINEER	\$ 175.00
COMPUTER PROGRAMMER	\$ 175.00
PROFESSIONAL GEOLOGIST	\$ 155.00
PROJECT MANAGER/STAFF GEOLOGIST	\$ 120.00
PROJECT ASSISTANT	\$ 60.00
TECHNICAL WRITER/EDITOR	\$ 65.00
DATABASE MANAGER	\$ 65.00
ADMINISTRATIVE SUPPORT PERSONNEL	\$ 60.00
DATA ENTRY CLERK	\$ 60.00

These rates will apply between the hours of 6:00 AM and 8:00 PM Monday through Friday. Overtime (hours in excess of 8 and up to 12 in one working shift) and/or night hours (weekdays, Monday through Thursday 6:00 PM to 6:00 AM) shall be charged at 125% of the base rates above. Double-time (hours in excess of 12 in one working shift) and/or Weekend hours (between 6:00 PM Friday and 6:00 AM Monday) shall be charged at 150% of the base rates quoted above. In the event that the client requests PIERS Environmental Services, Inc. to respond to an emergency situation (i.e. spills, etc.) and PIERS Environmental Services, Inc.'s staff are pre-assigned to an existing project, the emergency response may be billed at 125% to compensate for overtime rates or 150% to compensate for double-time rates. Minimum charge for any PIERS Environmental Services, Inc.'s staff shall be four (4) hours per day.