

SERVICES TO BE PROVIDED: Obsidian, Inc. (Obsidian) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, with professional engineering advice addressing the Scope of Work below. That advice may take the form of verbal communications, emails, drawings, reports, or calculations. The Client may alter the Scope of Work or add to the Scope of Work at any time by notifying Obsidian via email. Those services shall be billed on a time and material basis, \$250.00 per hour for engineers and \$125.00 per hour for draftsmen, plus expenses. Residential site inspections are \$400.00 per inspection. Multi-unit residential properties and commercial properties are \$500.00 per inspection. Mileage is charged at \$1.00 per mile, when traveling outside of the greater Richmond-Petersburg, Virginia area. There are no third-party beneficiaries to this Agreement.

STANDARD OF CARE: Obsidian will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of Obsidian's profession practicing in the same or similar locality at the time of performance. No other warranty, express or implied, is made or intended and the same are specifically disclaimed.

LIMITATION OF LIABILITY: Obsidian shall not be liable to Client in excess of the fees paid to Obsidian for the services rendered as a result of any act or omission not amounting to a willful or intentional wrong. Client hereby agrees that to the fullest extent permitted by law, Obsidian shall not be liable to Client for any special, indirect, or consequential damages whatsoever, whether caused by Obsidian's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.

PAYMENT TERMS: Client agrees to pay each of Obsidian's invoices upon receipt, time being of the essence. Obsidian will bill Client on a monthly basis for work completed. If payment is not received by Obsidian within 30 days from the date of Obsidian's invoice, Client agrees to pay 1% per month or the maximum legal rate on the past due amount until the amount is paid in full, plus the hourly rate for the time of Obsidian's employees, reasonable attorneys' fees and all other costs incurred by Obsidian in collecting the amounts due Obsidian under this Agreement.

DOCUMENTS: The Client acknowledges Obsidian's final work documents, including construction drawings, reports and electronic files thereof, as instruments of professional service. The final work documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to Obsidian. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Obsidian, its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense, arising from or allegedly arising from or in any way connected with the modification or misuse of the final work documents by the Client or any person or entity that acquires or obtains the final work documents from or through the Client without the written authorization of Obsidian.

Client agrees that all Work Product furnished to Client or Client's agents or designees, if not paid for or if improperly distributed, published, used or reused, will be returned upon demand and will not be used for any purpose whatsoever. Obsidian may retain copies of any or all Work Product and related documents, including Client-provided documents.

Client further acknowledges that: (i) the Work Product may be based in part or in whole on facts and/or assumptions provided to, but not independently verified by, Obsidian; (ii) the Work Product will reflect Obsidian's findings as to conditions that existed at the time the Services were performed and may not reflect conditions at a later time; and (iii) Obsidian makes no representations as to such conditions subsequent to the time the Services were performed or with respect to any facts or assumptions provided to, but not independently verified by, Obsidian.

SITE ACCESS: Client will arrange for right-of-entry to the Site and will execute any necessary site access agreement. Client shall provide Obsidian with an accurate description of the Site, all available Site information, and all documents deemed necessary by Obsidian. The Services do not include supervision or direction of the means, methods or actual work of contractors, other professionals or consultants not retained by Obsidian. The presence of Obsidian's representative will not relieve any such contractor, other professional or consultant of its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the Project. Client agrees that each contractor or subcontractor not retained by Obsidian shall be solely responsible for: (i) working conditions on the Site; (ii) security and safety of persons and property during the performance of its work; (iii) compliance with OSHA regulations; and (iv) providing any and all safety equipment necessary for the protection of its personnel. Obsidian's monitoring of any contractor's or any subcontractor's procedures is not intended to include a review of the adequacy of such contractor's or subcontractor's safety measures on or near the Site. It is agreed that Obsidian is not responsible for safety or security at the Site, other than for Obsidian's employees, and that Obsidian does not have the right or duty to stop the work of others.

UNANTICIPATED CONDITIONS: Should Obsidian encounter conditions at any Site which were not reasonably anticipated, or which increase the risk involved in Obsidian's performance of the Services, upon notice to Client, Obsidian in its sole discretion may; (i) continue to perform the Services to completion; (ii) suspend activities and prepare a Change Order Request prior to proceeding; or (iii) terminate all Services. Such termination shall not be a breach of this Agreement by Obsidian.

ENVIRONMENTAL INDEMNITY: To the maximum extent permitted by applicable law Client (i) hereby releases Obsidian from all Environmental Claims and (ii) shall defend, indemnify, and hold Obsidian harmless from and against all Environmental Liabilities, except to the extent such Environmental Claims

and/or Environmental Liabilities are determined to have been caused solely by the negligence of, or the willful violation of any applicable environmental law by Obsidian.

TERMINATION: Either party may terminate this Agreement without cause upon written notice. In such event, Client shall take possession of the Site and the materials and equipment paid for and belonging to Client, and Obsidian shall be paid for all Services performed to the date of termination. In the event Client requests termination without cause, Obsidian shall also be paid all reasonable expenses and costs incurred in Project close out. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against, Client.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of Virginia. Each of the parties acknowledges that it has had an opportunity to review and negotiate this Agreement, and this Agreement shall not be construed more strictly against one party as drafter.

SURVIVAL: All of Client's obligations and liabilities, including, but not limited to, its indemnification obligations and limitations, and Obsidian's rights and remedies with respect thereto, shall survive completion of the Services and the expiration or termination of this Agreement.

SEVERABILITY: In the event any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the parties.

ASSIGNMENT: This Agreement may not be assigned by either party without the prior written permission of the other. Client acknowledges that Obsidian may subcontract portions of the Services to its affiliated companies and/or utilize employees of its affiliated companies in performing the Services, without the approval of Client.

INTEGRATION: This Agreement, its attachments, and all Orders, if any, constitute the entire Agreement between the parties and supersede any previous written or oral contracts or negotiations. This Agreement can be changed only by a written instrument signed by both parties.