

BUILDING EVALUATION CONTRACT AGREEMENT

This Building Contaminant Evaluation Agreement (the "Agreement") is made effective on the date stated on the signature page of this agreement by and between Ocean Atlantic Building Forensics LLC doing business as Cogent Building Diagnostics (hereinafter "evaluator", "we", "us" and "our") and client named on the signature page of this agreement (hereinafter "Client," "You" or "Your") (collectively "parties"). We are an independently owned and operated company engaged in the business of providing building evaluation services utilizing an accredited laboratory for environmental laboratory analysis. You desire to have a building evaluation (the "evaluation") performed at the address stated on the signature page of this agreement which is valid for thirty (30) days from issuance.

Purpose: The purpose of building evaluation is to detect the presence of an indoor environmental issue in the building areas of the Subject Property and collect appropriate data elements to enable remediation recommendations and specifications.

Scope of Building Evaluation: The building evaluation may consist of a visual evaluation in readily accessible areas for conditions that may affect the quality of the indoor environment, such as, elevated particulate levels, elevated moisture reading, evidence of water intrusion, or improperly functioning ventilation systems. If the visual evaluation indicates that additional or intrusive evaluation is required to more fully evaluate the scope of the issues, then you will be advised and offered the chance to have additional evaluation in any and all identified areas ("Additional Sampling"). It is important to note that all areas identified may need to have additional or intrusive evaluation if Remediation Specifications are to be produced. The objective of the building evaluation is to determine whether indoor environmental issues exist in the readily accessible area(s) evaluated at the time that the evaluation is performed. As such, the results of building evaluation are not a guarantee that undetectable issues do or do not or will or will not exist in the house; the results are indicative only of the presence or absence of issues in the areas evaluated at the time that the building evaluation is performed. Considering no currently established Threshold Limit Values (TLVs) for most substances of biological origins that are associated with building-related exposures, we follow the guidance of the American Conference of Governmental Industrial Hygienists (ACGIH) 19.5.3.1. It is not recommended that you attempt to establish or implement remediation activities unless all personnel are fully qualified to do so; you should consult a Remediation Specialist or other appropriate Professionals concerning contaminations.

Proposed Evaluation Level:

- Initial Visual Evaluation
- Phase I Initial Non-Invasive Evaluation) Identify leak source in slab - Retainer \$500 payable at first visit, \$225/hour thereafter
- Phase II or III Invasive Evaluation
- Remediation Project Management
- Other _____

Visual Evaluation: The visual evaluation is the initial component of the building evaluation. The purpose of the visual evaluation is to identify visible sources of contamination, water intrusion or other conditions that may be conducive to microbial activity and indoor environmental issues. The sole purpose of the visual evaluation is to detect the presence, or likely presence, of indoor environmental issues and the likely causes; therefore, we will not be liable for failure to discover any conditions other than readily apparent and detectable issues.

Scope of Visual Evaluation: Exclusions: The scope of the visual evaluation is limited to readily accessible areas only. We do not remove floor and wall coverings or move furniture, open walls or perform any type of destructive evaluation during the initial building evaluation. Certain structural areas are considered inaccessible and impractical to evaluate including but not limited to: the interiors of walls and inaccessible areas below; areas beneath wood floors over concrete; areas concealed by floor coverings; and areas to which there is no access without defacing or tearing out lumber, masonry, roofing or finished workmanship; structures; portions of the attic concealed or made inaccessible by insulation, belongings, equipment or ducting; portions of the attic or roof cavity concealed due to inadequate crawl space; areas of the attic or crawl space made inaccessible due to construction; interiors of enclosed boxed eaves; portions of the sub area concealed or made inaccessible by ducting or insulation; enclosed bay windows; portions of the interior made inaccessible by furnishings; areas where locks prevented access; areas concealed by appliances; areas concealed by stored materials; and areas concealed by heavy vegetation. Note: There is no practical method to make these areas accessible during the initial building evaluation. However, they may be subject to contamination. NO OPINION IS RENDERED CONCERNING THE CONDITIONS IN THESE AFOREMENTIONED OR OTHER INACCESSIBLE AREAS. If the evaluation indicates that these areas may be involved in the indoor environmental issue, separate arrangements and agreement may be made to evaluate these areas using intrusive evaluation methods.

Agreement for Further Sampling: If discovered, you will have an opportunity for sampling of affected areas for an additional fee(s) by executing an Agreement for Additional Sampling. In the event you execute the Agreement for Additional Sampling, that agreement will become an additional addendum to this agreement. The cost of the additional sampling is in addition to the building evaluation fee. Following the visual evaluation, air samples (including a minimum of one indoor and one outdoor) along with a carpet, swab, or additional air sample in areas of concern may be conducted. The samples will be sent to an accredited laboratory, which will analyze them for the presence of the suspected contaminant. The laboratory will then issue a report detailing the presence and type(s) of contaminants, if any, found in the samples. A reference guide may be provided, which explains the various types of contaminants along with any recommended action(s).

Initial Sampling: Unless otherwise contracted or stated, concurrent with the visual evaluation, measurements may be taken for; airborne particulate counts, infrared camera images, temperature, relative humidity, surface moisture, air flow, air pressure differentials and/or any other readings indicated by conditions observed.

Contaminated Equipment: Any of Ocean Atlantic Building Forensics LLC's field or laboratory equipment that becomes contaminated by hazardous wastes, hazardous or other substances encountered at the site must be decontaminated and contaminated consumables must be properly disposed of. Client agrees to pay Ocean Atlantic Building Forensics LLC for costs associated with decontamination of equipment and replacement of contaminated consumables resulting from performance of services on this project.

Report of Building Evaluation Results: Following the visual evaluation and additional sampling (if conducted), you may be provided with a written report identifying Types and concentrations of contamination read in samples along with sample locations, a description of each type of contaminants discovered; and a summary of findings. These specifications may identify recommendations and remediation activities based on current industry guidelines.

Use of Report: Client acknowledges that the services of this agreement will be provided for the exclusive use of Client in accordance with a specific scope of services to accommodate Client's risk management preferences for scope, time, and funding. Client agrees that Ocean Atlantic Building Forensics LLC's reports or correspondence will not be used, reused, or reproduced in full or in part for the purpose of sales promotion, recommending investment decisions, or for implying merchantability or fitness.

Third party reliance on Ocean Atlantic Building Forensics LLC's report or correspondence is not contemplated. Since the work scope, allotted time, financial restrictions, and terms and conditions represent a unique, negotiated contract between Client and Ocean Atlantic Building Forensics LLC, any use by third parties must be conditioned on agreement to the same limitations mutually agreed to by Client and Ocean Atlantic Building Forensics LLC.

Notice of Claims: You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission in connection with the evaluation shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period to investigate the claim(s) or complaint(s) by, among other things, re-evaluation before you, or anyone acting on your behalf, repairs, replaces, alters, or modifies the system or component that is the subject matter of the claim.

You understand and agree that any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may raise against us related to the alleged act or omission unless otherwise prohibited by law.

Arbitration

Any dispute concerning the interpretation of this Agreement or arising from the Evaluation and Report (unless based on payment of fee) shall be resolved by binding and final arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall mutually agree upon an Arbitrator who is familiar with the home evaluation industry.

Limitations Period

Any legal action arising from this Agreement or from the Evaluation and Report, including (but not limited to) the arbitration proceeding more specifically described above, must be commenced within one (1) year from the date of the Evaluation. Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights or claims based thereon. This time limitation period may be shorter than provided by state law.

Project Cancellation

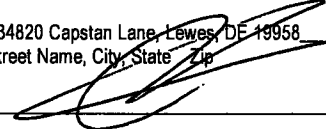
Should you decide to cancel or postpone an authorized project for whatever reason, you agree to pay us for all reasonable and customary expenses and time spent up until the time you notify us in writing. We assume no liability for uncompleted work.

Unconditional Release and Limitation of Liability: IT IS UNDERSTOOD AND AGREED THAT WE AND THE LABORATORY ARE NOT INSURERS AND, THAT THE EVALUATION AND REPORT TO BE PROVIDED UNDER THIS AGREEMENT SHALL NOT BE CONSTRUED AS A GUARANTEE OR WARRANTY OF THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY STRUCTURE, ITEM, OR SYSTEM AT THE SUBJECT PROPERTY. YOU HEREBY RELEASE AND EXEMPT US, THE LABORATORY AND OUR RESPECTIVE AGENTS AND EMPLOYEES OF AND FROM ALL LIABILITY AND RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECT OR DEFICIENCY AND FOR ANY CONSEQUENTIAL DAMAGE, PROPERTY DAMAGE OR PERSONAL INJURY OF ANY NATURE. IN THE EVENT THAT WE, THE LABORATORY OR OUR RESPECTIVE AGENTS OR EMPLOYEES ARE FOUND LIABLE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENT MISREPRESENTATION, NEGLIGENT HIRING OR ANY OTHER THEORY OF LIABILITY, THEN THE CUMULATIVE AGGREGATE TOTAL LIABILITY OF US, THE LAB AND OUR RESPECTIVE AGENTS AND EMPLOYEES SHALL BE LIMITED TO A SUM EQUAL TO THE AMOUNT OF THE FEE PAID BY YOU FOR THE EVALUATION AND REPORT. YOU HAVE TOLD US THAT YOU ARE AUTHORIZED TO CONTRACT WITH US TO PERFORM THE AGREED SCOPE OF WORK AND WILL INDEMNIFY, DEFEND AND HOLD US HARMLESS AGAINST ANY AND ALL CLAIMS ASSOCIATED WITH CONTESTED RIGHT OF ACCESS, PERMISSION TO CONDUCT THE EVALUATION AND ALL POTENTIAL CONSEQUENTIAL DAMAGES ASSOCIATED WITH THE WORK PERFORMED AND THE INFORMATION CREATED AS PART OF OUR WORK, INCLUDING ALL THIRD PARTY CLAIMS.

Confidentiality: You understand that the Evaluation is being performed (and the report is being prepared) for your sole, confidential and exclusive benefit, and use. The report, or any portion thereof, is not intended to benefit any person not a party to this Agreement, including (but not limited to) the seller or the real estate agent(s) involved in a real estate transaction ("third party"). If you directly or indirectly allow or cause the Report or any portion thereof to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold us harmless for any claims or actions based on the Evaluation or the Report brought by the third party. In the use of the data obtained, Ocean Atlantic Building Forensics LLC will not intentionally divulge client or site identifying information regarding the proposal, services, or report, except to Client or parties designated by Client. If, in our sole opinion, site conditions represent a threat to the public health or an environmental hazard, we will advise the Client in order that Client may diligently notify the appropriate authorities. If Client fails to act in a responsible manner, Ocean Atlantic Building Forensics LLC, as a professional organization, will notify the appropriate authorities. Client waives any claim against Ocean Atlantic Building Forensics LLC and agrees to defend, indemnify, and save Ocean Atlantic Building Forensics LLC harmless from any claim or liability arising from conditions or notification of conditions at the site. Information which is in the public domain, or which is provided to us by third parties is not considered confidential.

Client Name Michael and Patti Cheikin

Property Address 34820 Capstan Lane, Lewes, DE 19958
Street Name, City, State Zip

Client's Signature  Title _____ Date 10/21/2022

Frank Peter Owner Title _____ Date 10/21/2022
For OABF, LLC