

June 20, 2025

Neil M. Fagot, MAI
724-837-4824
nfagot@providentcre.com

Geoff Byrne, Esq.
The Gibbs Firm
2355 Auburn Avenue
Cincinnati, OH 45219
geoff@thegibbsfirm.com

Re: Unity Plaza

Dear Mr. Byrne:

Provident Real Estate Advisors, LLC (Appraiser) is pleased to present this proposal to perform appraisal services regarding the above referenced property for Geoff Byrne, Esq., The Gibbs Firm (Client). If this document is executed by both parties, it will form the engagement contract for our services.

The following provisions will apply to our services:

Subject Property	900 Unity Plaza Unity Township Westmoreland County, PA 15650
Tax Map Parcels	61-14-00-0-026
Intended Use	Tax assessment appeal
Intended User(s)	Geoff Byrne, Esq., The Gibbs Firm
Date of Value	August 2, 2024 and July 1, 2025
Scope of Assignment	Market value appraisal
Assignment Conditions	Specific assignment conditions to be assumed by the Appraiser per the Client's request: None
Presentation of Findings	Narrative appraisal report. Electronic copy in PDF format.

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Professional Fee	\$3,250
Retainer	50%
Responsibility for Fees	<p>The balance of the fee is due prior to delivery of the completed report.</p> <p>If the assignment is terminated prior to completion of the report, billing will reflect expenses to date and work to date. Billing of a cancelled assignment will follow the standard payment policy described in the included Terms and Conditions.</p>
Additional Services	<p>In the event that additional services are needed, such as, but not limited to additional reports, further analysis, formal presentations, court testimony or any other services, a fee of \$225 per hour will be charged.</p>
Delivery	<p>40 days</p> <p>Appraiser will use Appraiser's best efforts to deliver the appraisal report by the above date. Appraiser's delivery of the report is contingent on receipt of an executed copy of this engagement contract, receipt of the retainer, and receipt of the requested information and documentation from Client within seven (14) business days of acceptance of this proposal.</p>
Requested Information	<p>A data request will be submitted upon receipt of the executed engagement letter.</p>
Professional Standards	<p>The analyses, opinions, and conclusions will be developed and presented in conformance with (and the use of this report is subject to) the requirements of: (1) the Uniform Standards of Professional Appraisal Practice, and (2) the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.</p>
Disclosure of Prior Services Regarding Subject Property	<p>The appraiser has not performed any prior services regarding the Subject Property within the three-year period immediately preceding the date of this Agreement, as an appraiser or in any other capacity.</p>

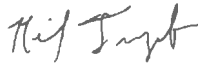
Attached to and incorporated in this engagement letter are Provident Real Estate Advisors, LLC Terms and Conditions of Agreement. These Terms and Conditions form a material part of this Agreement and are no less important than any other part. The appraisal(s) performed under this Agreement also will be subject to all assumptions and limiting conditions and other conditions (collectively, "Appraisal Conditions") set forth in the appraisal report(s). Client's use of the appraisal will constitute acceptance of the Appraisal Conditions stated in a report. The Appraisal Conditions shall be considered as being incorporated into and forming part of this Agreement with respect to the appraisal in which they are contained and to the services relating to that appraisal.

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Thank you for considering our firm for this assignment. If these terms are acceptable to you, please indicate below by your signature, or the signature of an authorized alternate. Please retain a copy for your records and return a signed copy to us, along with the retainer. We look forward to working with you on this assignment.

Respectfully submitted,



Neil M. Fagot, MAI
Provident Real Estate Advisors, LLC




Signature
Don Leathers

Name (print)
614-224-4440

Phone Number

AGREED AND ACCEPTED



Title
6/24/25

Date

TERMS AND CONDITIONS OF AGREEMENT

1. "Appraiser" means Provident Real Estate Advisors, LLC and its appraisers, employees, partners, owners, shareholders, members, officers, directors and independent contractors.
2. Acceptance of this Agreement assumes that Client will provide all necessary information needed for the appraisal on a timely and truthful basis.
3. It is Client's responsibility to read the report and to inform Appraiser of any errors or omissions, prior to utilizing the report or making it available to any third party.
4. The fee quoted is based on Appraiser's understanding of the assignment as outlined in the scope of work. Changes in scope will be billed at Appraiser's normal hourly rates. The fee and estimated completion time are subject to change if the property is not as outlined in our proposal, or if issues come to light during the course of Appraiser's investigation which, in Appraiser's opinion, necessitates such change. If Client places an assignment "on hold," then reactivates the appraisal, an additional charge may apply due to the inefficiency created. If Appraiser is requested or required to provide testimony as a result of this appraisal, testimony and preparation time will be charged at our normal hourly rates.
5. This appraisal shall be used only for the function outlined in the attached letter unless expressly authorized by Provident Real Estate Advisors, LLC. The format and value reported may or may not be valid for other purposes.
6. No consideration will be given to hazardous waste or other factors affecting environmental quality, no testing of any kind will be performed or contracted for, and no warranty will be made by the Appraiser as to the presence or absence of hazardous substances in the land and/or its improvements.
7. The fee for this appraisal is not contingent upon the valuation of the property, the funding of any loan or outcome of litigation. Any opinions Appraiser may have expressed about the outcome of your matter or case are expressions of Appraiser's opinions only and do not constitute any guarantee about the outcome. Should the assignment be terminated prior to completion, you agree to pay for time and costs incurred prior to Appraiser's receipt of written notice of cancellation.
8. If this assignment includes a provision for work on an hourly billing basis, client acknowledges that Provident Real Estate Advisors, LLC has made no promises about the total amount of fees to be incurred by client under this agreement.
9. Client and Provident Real Estate Advisors, LLC both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Provident Real Estate Advisors, LLC and the client cannot agree on the arbitrator, the presiding civil administrative judge the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, the Client and Appraiser both acknowledge that, by agreeing to binding arbitration, each is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party entitled to do so, makes a claim against Provident Real Estate Advisors, LLC or any of its employees in connection with or in any way relating to this assignment, the maximum damages recoverable from Provident Real Estate Advisors, LLC or its employees shall be the amount of monies actually collected by Provident Real Estate Advisors, LLC for this assignment and under no circumstances shall any claim for consequential damages be made.

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10. Appraiser shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Provident Real Estate Advisors, LLC. "Client" shall not include partners, affiliates or relatives of the party named in the engagement letter. Client shall hold Appraiser harmless in the event of any lawsuit brought by any third party, lender, partner or part owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Appraiser harmless from and against any liability, loss, cost or expense incurred or suffered by Appraiser in such action, regardless of its outcome.
11. Distribution of this report is at the sole discretion of the client, and the Appraiser will make no distribution without the specific direction of the client. However, in no event shall client give a third party a partial copy of the appraisal report.
12. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties. This agreement may be modified by subsequent agreement of the parties.