



September 19, 2022

Mr. Brandon Maxwell  
Exponential Equity  
6047 Tyvola Glen Cir. Suite 108  
Charlotte, NC 28217

**Re: Proposal to Perform Phase I Environmental Site Assessment**  
Parcel numbers 100-00-00-018.000 & 100-00-00-018.001  
Goldmine Springs Road  
Gaffney, South Carolina 29340

Dear Mr. Maxwell:

ONE Environmental Group of Carolina, PLLC (ONE) appreciates the opportunity to submit this proposal to Exponential Equity to perform a Phase I Environmental Site Assessment (ESA) for the property located at parcel numbers 100-00-00-018.000 and 100-00-00-018.001 on Goldmine Springs Road in Gaffney, South Carolina. It is ONE's understanding that the property consists of undeveloped land.

The Phase I ESA activities will be completed to identify and record existing, potential, or suspect conditions that may impose an environmental liability to, or restrict the use of, the property. The Phase I ESA will be conducted in general accordance with the methods and procedures established by the American Society for Testing and Materials (ASTM) as specified in the "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" (ASTM E 1527-13). The following summarizes the scope of work and provides a lump sum cost estimate for the Phase I ESA.

### ***PROPOSED SCOPE OF SERVICES***

#### ***Task 1: Preliminary Review of Site Information***

Prior to initiating the site reconnaissance, ONE will request pertinent information regarding the subject site for review, if available. The purpose of the preliminary information review is to develop a basic understanding of site activities and operations and to identify potential areas of concern for review and discussion with knowledgeable parties during the site reconnaissance and interviews. At a minimum, the following information will be requested for preliminary review:

- Site maps;
- As-Built diagrams;
- Previous Environmental Site Assessment Reports;
- Environmental Audit Reports;
- Environmental Permits (e.g., solid waste disposal, hazardous waste disposal, wastewater, air, NPDES, etc.);
- Tank registrations;
- Chemical inventories;
- Compliance Plans (e.g. SWPPP and SPCC plans);

- Geologic/Hydrogeologic Reports;
- Regulatory correspondence relating to past or current environmental violations or liens;
- Hazardous waste generator notices or reports, and;
- Any title information that would provide documentation of environmental liens, institutional or engineering controls, or activity use limitations.

If the information cannot be reviewed prior to the site reconnaissance or is unavailable, ONE will review such information that is available upon arrival prior to conducting the site reconnaissance and interviews.

**Task 2:        Records Review**

ONE will review federal, state, and local records pertaining to the subject site as well as historical documents provided by the property owner(s) and other sources to develop a history of the site and adjacent properties that may result in the identification of recognized environmental conditions. This proposal does not include obtaining or reviewing title documents. **If a full review of title and environmental lien documents is required by Exponential Equity, an additional cost of \$500 will be incurred.**

At a minimum, the following records will be reviewed as part of the Phase I ESA activities.

***Regulatory Database Search***

ONE will contract with an electronic data resources company to perform a database search for recognized environmental conditions. The databases to be searched include: Federal NPL sites, CERCLIS sites, RCRA TSD facilities, ERNS sites and FINDS sites; and state records including Superfund sites, solid waste disposal sites, confirmed release sites, UST sites, etc. The results will be reviewed to identify potentially adverse environmental conditions that may affect (or may have affected) the site as a result of present and/or historical operations at the site or adjacent properties. Approximate minimum search distances, as measured from the property boundaries, will meet the ASTM standard.

***Local File Search***

The presence of local water supply and/or drinking water wells in the area will be determined via a local database search (if available) or through contacts with the local county or municipal departments. Building permits and inspection records for the property will be requested from the appropriate local departments. The local fire, building and planning departments will also be contacted to request information in regards to unresolved violations and corrective action notices.

***South Carolina Department of Health and Environmental Control***

Based upon results of the database search, ONE will review applicable state environmental records for the site and/or adjacent properties to augment information contained in the database report and evaluate potential impacts to the site.

***Physical Setting Sources***

At a minimum, topographic maps will be reviewed for the subject site. In addition, if conditions are identified that indicate the potential for a hazardous substance or petroleum product to migrate onto the property from adjacent sources, or from the property itself into

the soil, groundwater or surface water, additional sources will be reviewed (if available) to establish the general geologic and hydrogeologic conditions of the site.

**Task 3: Site Reconnaissance**

ONE will perform a site reconnaissance at the subject property. The interiors and exteriors of reasonably accessible portions and structures on the site will be visually and physically inspected for the presence of stained areas, seeps, drums, tanks, unidentified substance containers, solid waste, wastewater discharges, lagoons, transformers, capacitors, septic systems, water supply wells, stained or dead vegetation, fill material, and surface water, etc.

The use and condition of the site, adjoining properties, and the surrounding area that can be visually or physically observed, or are identified during other ESA activities, will also be reported. Color photographs will be taken to document site conditions.

**Task 4: Interviews with Knowledgeable Parties**

Prior to conducting the interviews, ONE will request contact names and telephone numbers for the property to be investigated. Interviews will be conducted with key site managers, and/or tenants. Reasonable attempts will be made to conduct interviews with the property owner(s) as well as tenants occupying the property.

During the interviews, ONE will review the information gathered during the records review and/or site reconnaissance to identify and document current and past operation, building maintenance activities, chemical usage, waste storage and/or disposal areas, areas of known spills, location(s) of above ground and underground storage tanks, regulatory enforcement actions, etc. Specifically, the following information will be reviewed if readily available:

- Site and site vicinity history;
- Current and/or historical site operational descriptions including drawings, sketches, and/or flow diagrams;
- Current and historic hazardous materials inventory and waste descriptions;
- Previously conducted ESAs, or reports on subsurface investigations performed on the site or adjacent sites (if available), including analytical data (e.g. UST closures; etc.);
- Previously conducted geotechnical/soil investigations;
- Recent analytical data (e.g. potable water wells, discharge monitoring data, etc.);
- Existence and location of USTs, sumps, pits, drainage systems, landfills, lagoons, etc.;
- List of current operator environmental permits and plans; and,
- Current and historical photographs of the site (if available).

**Task 5: Reporting**

ONE will prepare a Phase I ESA Report that summarizes the investigative results including the preliminary information review, records search, site reconnaissance, and interviews. Conclusions and supporting documentation pursuant to the findings of the investigation will be included within the report submittal. The documentation will also include the following: a photo-documentary log; database summary report(s); records of communications; and other information acquired for the site.

**BUDGET & SCHEDULE**

The above tasks can be completed for a Lump Sum Cost of **\$4,000**. The final report will be submitted as an electronic deliverable (CD or e-mail). Hardcopies of the report will be available upon request. A FINAL report will be submitted to Exponential Equity within three (3) weeks of proposal execution.

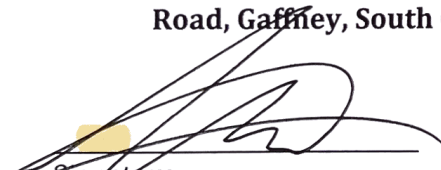
ONE appreciates the opportunity to submit this Phase I ESA proposal to Exponential Equity. If you should have any questions or comments pertaining to the proposed scope of work, please do not hesitate to contact me at (301) 787-2690. We look forward to working with you.

Sincerely,  
**ONE Environmental Group of Carolina, PLLC**



Jenny Tang  
Project Manager

*Please signify your agreement to this scope of work and attached terms and conditions by issuing a work order, purchase order or signing and returning a copy of this scope of work and budget estimate in the space provided below.*

<b>Client:</b>	<b>Mr. Brandon Maxwell of Exponential Equity</b>	
<b>Site ID:</b>	<b>Proposal to Perform a Phase I Environmental Site Assessment (ESA) Parcel numbers 100-00-00-018.000 &amp; 100-00-00-018.001, Goldmine Springs Road, Gaffney, South Carolina 29340</b>	
<b>By:</b>		
	Signature:	
	<u>BRANDON MAXWELL</u>	<u>9/20/2022</u>
	Name:	Date:
	<u>MEMBER / MANAGER</u>	
	Title:	

## ONE ENVIRONMENTAL GROUP OF CAROLINA, PLLC ("OEG") STANDARD TERMS AND CONDITIONS

- 1) **ENTIRE AGREEMENT.** Upon authorization by the CLIENT and commencement of performance hereunder, these terms and OEG's Proposal constitute the entire agreement between the parties concerning its subject matter. Any changes or additional conditions proposed by CLIENT are hereby rejected, unless expressly stated in this Agreement or incorporated by a change order.
- 2) **SCOPE OF WORK; CHANGES.** Upon receipt of notice from CLIENT of a proposed change in the scope of the work hereunder, OEG will promptly notify the CLIENT if there is an impact on the schedule, price or terms of the Agreement. Thereafter, an estimate of any impact on the Agreement will be prepared and submitted to the CLIENT. The parties agree to promptly negotiate and implement changes to the Agreement. CLIENT acknowledges and agrees that CLIENT's use of any purchase order or other form to procure services is solely for administrative purposes and in no event shall OEG be bound to any terms and conditions on such form regardless of reference to or signature. CLIENT shall endeavor to reference this Agreement on any purchase order (or any other form), but CLIENT's failure to do so shall not operate to modify this Agreement.
- 3) **DISCLOSURE OF SITE INFORMATION AND ACCESS.** The CLIENT shall make available to OEG all relevant information and documents under CLIENT's control regarding past, present and proposed conditions of the site. The information shall include, but not be limited to, plot plans, topographic surveys, hydrologic data and previous soil and geologic data including borings, field or laboratory tests and written reports. The CLIENT shall immediately transmit to OEG any new information that becomes available or any change in plans. The CLIENT shall also ensure uninterrupted site access for OEG throughout performance of this Agreement.
- 4) **PERMITS AND UTILITIES.** Unless otherwise stated in the Proposal, the CLIENT shall apply for and obtain all required permits and licenses and shall make all necessary arrangements for right of entry to provide OEG access to the site for all equipment and personnel at no charge to OEG. The CLIENT shall also provide OEG with the location of all underground utilities and structures in the exploration area. OEG is not responsible for location or identification of utilities.
- 5) **PAYMENT AND SUSPENSION; OWNERSHIP OF REPORTS.** Unless otherwise stated in the Proposal, invoices will be submitted by OEG either at the completion of the work or on a monthly basis and will be due and payable on the invoice date. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late fee of one and one-half percent (1.5%) per month computed at 31 days from the date of invoice. In addition, any collection fees, legal fees, court costs, and other related expenses incurred by OEG in the collection of delinquent invoice amounts shall be paid by CLIENT. **IN THE EVENT CLIENT DISPUTES ALL OR PART OF AN INVOICE, CLIENT MUST ADVISE OEG IN WRITING WITHIN FIFTEEN (15) DAYS FROM INVOICE DATE. UNDISPUTED PORTIONS ARE SUBJECT TO PAYMENT WITHIN THIRTY (30) DAYS.** OEG may suspend performance of services under this Agreement if: 1) CLIENT fails to make payment in accordance with the terms hereof, 2) CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors, or 3) OEG reasonably believes that CLIENT will be unable to pay OEG in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of services. If any such suspension causes an increase in the time required for OEG's performance, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period. **OWNERSHIP RIGHTS.** Any documents produced by OEG shall be the sole property of OEG. At the request and expense of the CLIENT, OEG shall provide the CLIENT with copies of any or all drawings, specifications and other documents prepared by OEG.
- 6) **STANDARD OF CARE.** In the performance of professional services, OEG will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of OEG's profession practicing in the same or similar localities. No warranty, either express or implied, is made or intended by this Agreement or by furnishing oral or written reports of the findings. OEG is to be liable only for damage proximately caused by the negligence of OEG. The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by OEG and that the data, interpretations and recommendation of OEG are based solely on the information available to OEG. OEG will not be responsible for the interpretation by others of the information developed.
- 7) **INSURANCE.** OEG will maintain insurance for this Agreement in the following types: 1) worker's compensation insurance at statutorily required levels, 2) comprehensive general liability ("CGL") insurance and 3) automobile liability insurance for bodily injury and property damage.
- 8) **ENVIRONMENTAL LIABILITY; SAMPLES AND DEBRIS.** Because CLIENT owns, operates, and has provided access to the site where work is being performed, CLIENT has and shall retain all responsibility and liability associated with the environmental conditions at the site. Unless specifically identified in OEG's Proposal, CLIENT'S responsibility and liability includes the

handling and disposal of any samples, debris or hazardous materials generated on the site as a result of OEG's performance hereunder.

- 9) **CONSEQUENTIAL DAMAGES.** OEG shall NOT be responsible for any consequential, incidental or indirect damages.
- 10) **LIMITATION OF LIABILITY.** *Notwithstanding any other provision of this Agreement, the total liability of OEG, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to OEG for the services hereunder or \$50,000, whichever is less. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the services hereunder.*
- 11) **DISPUTES.** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation or 4) through the court system of the jurisdiction of the OEG office that entered into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.
- 12) **AUTHORIZATION TO SIGN.** The person signing this Agreement warrants that he or she has authority to sign as, or on behalf of, the CLIENT for whom or for whose benefit OEG's services are rendered. If such a person does not have such authority, he or she agrees that he or she is personally liable for all breaches of this Agreement, and that in any such action against him or her for breach of such warranty, reasonable attorneys' fees and legal costs shall be included in a judgment rendered.
- 13) **ASSIGNMENT.** Neither party may delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of the other party.
- 14) **CHOICE OF LAWS.** This Agreement shall be governed by the laws of the state of the OEG office that entered into this Agreement.
- 15) **FORCE MAJEURE.** Should performance of services by OEG be affected by causes beyond OEG's reasonable control, including but not limited to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged by OEG; fires; floods; labor disturbances; unusually severe weather and/or an epidemic; then CLIENT will grant OEG a time extension and the parties will negotiate an equitable adjustment to the price of any affected services, where appropriate.
- 16) **FIELD REPRESENTATION.** Unless otherwise expressly agreed in writing, OEG shall not be responsible for the safety or direction of the means and methods at the CLIENT's site of contractors or their employees or agents that are not hired by OEG, and the presence of OEG at the CLIENT's site will not relieve the contractor of contractor's responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that OEG's services are so limited. OEG will not assume the role of "prime contractor", "principal contractor", "constructor", "controlling employer", or their equivalents unless the scope of such services are expressly agreed in writing.
- 17) **TERMINATION AND SURVIVAL.** This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of a termination, Client shall pay for all reasonable charges for work performed and demobilization by OEG to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
- 18) **INDEMNIFICATION.** Client will defend, indemnify and hold harmless OEG and OEG's representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, including reasonable attorney's fees, expert witness fees, and consultant fees, and court costs arising or resulting from (1) Client's breach of this Agreement; (2) Client's negligence or intentional misconduct; and (3) the existence of any hazardous substance or condition at the site(s) where OEG is performing the work and services under the Scope of Work, unless the negligent conduct of OEG exacerbates and causes the spread of the hazardous substance(s) or the development of a hazardous condition. Should the Client directly engage a subcontractor, the same conditions applicable to the Client under this agreement shall apply to Subcontractor and any next tier Subcontractor that is directly engaged by the Client.
- 19) **SEVERABILITY.** Any provision of this Agreement later held to be unenforceable shall be deemed void, but all remaining provisions shall continue in force and shall be construed as a whole.
- 20) **TITLES.** The titles, captions, and headings used throughout this Agreement are for general reference only and are not part of the Agreement. Parties to this Agreement are advised to read each provision and rely on the guidance of legal counsel as necessary to help assure a complete understanding of all provisions and the obligations imposed through acceptance.