



November 5, 2025

Erica Hughes Sterling, Esq.
Spottswood, Spottswood, Spottswood & Sterling, PLLC
500 Fleming St. | Key West, FL 33040

Re: Proposal for Facility Condition Assessment
5900 College Road, Key West, FL 33040

Dear Erica Hughes Sterling, Esq.:

In response to your request for technical reports for the above referenced site, AEI Consultants (AEI) is pleased to present this proposal with our attached Terms and Conditions to complete a Facility Condition Assessment. AEI will follow the scope of work detailed below. The scope of work is developed in accordance with the applicable standards/guides established by ASTM International and/or other relevant industry organizations cited below.

AEI understands the property consists of the following:

Property Description	
Property Type or Use	Healthcare
Purpose of Assessment	Capital Planning: Lease Exit Assessment
Date of Construction	
Lender Name	
Number of Buildings / Stories	/
Number of Units / Tenants	167 /
Gross Building Area / Land Area	95,000 /
Assessor Parcel Numbers (APNs)	

Proposed Fees:

AEI will complete the below stated scopes of work for the following fees:

Requested	Service(s)	Fee per Service
<input type="checkbox"/>	Facility Condition Assessment (as long as we are engaged for the MEP and Roof specialists)	\$6,000.00
<input type="checkbox"/>	Facility Condition Assessment (if we are not engaged for the MEP and Roof specialists)	\$8,500.00
<input type="checkbox"/>	Mechanical, Electrical, Plumbing	\$11,250.00
<input type="checkbox"/>	Roofing Assessment	\$7,500.00

Client Initials:

Date:



It should be noted that the Lease Exit Assessment Report is intended to be utilized by the Client to evaluate the Property's present-day conditions and anticipated building(s) Capital Expenditure needs in order to maintain the building(s) in good condition. It is not intended to provide an in-depth assessment of the property suitable for pre-acquisition due diligence or as an instrument in purchase negotiations related to the acquisition of real property. The scope of such a report differs significantly from the scope of this assessment, and may be considerably more detailed and tailored to the specific requirements of the Client. This report may not be utilized in evaluating conditions prior to acquisition of the Property.

This report is provided solely for informational and internal purposes. It has not been prepared in accordance with standards required for legal proceedings and should not be construed as evidence or relied upon in any litigation, arbitration, or regulatory investigation. The contents herein do not constitute legal advice, expert testimony, or a certified forensic analysis. The issuer expressly disclaims any liability arising from the use of this report in any legal context.

Unless otherwise requested by the client, the cost table will be based on immediate and deferred maintenance. If a different evaluation period is required, please notify AEI at the time of engagement. Changes to the tables after the issuance of the draft report will be billed on a time and material basis at a rate of \$150/hour.

It should be noted that if a Property Condition Assessment is ordered, it is the client's responsibility to provide and ensure safe roof access. Ladders provided shall be in good working condition in accordance with the United States Occupational Safety and Health Administration (US OSHA) Ladder Safety Regulations found at 29 CFR 1926.1053. If roof access cannot be provided, but is still requested by the client, AEI must be informed prior to the execution of this document, as additional fees may apply. If access is not provided, it will be noted as a limitation in our assessment. Pitched roofs will not be accessed but visually assessed to the best of our ability.

Schedule:

The project will be completed within 20 business days of receiving the signed Authorization to Proceed. Due to the number of days allotted to complete this investigation, responses from some regulatory agencies may not be received prior to the report due date. As such, the report may contain limitations pertaining to the lack of agency responses to the Freedom of Information Act requests and/or records review. The project turnaround time is based on receiving the signed Authorization to Proceed within 2 working days from the date of this proposal.

Payment Terms and Deliverables:

An invoice for the full contract amount will be issued within 1 to 2 working days after Authorization to Proceed has been received. All invoices are due upon receipt. AEI will deliver one electronic draft copy of each report within the stated schedule above and after full receipt of payment. Upon receipt of comments, AEI will deliver one electronic final copy of each report. Hard copies of the reports are available upon request.

In the event that the client cancels the contract, then the client will be responsible for payment of incurred costs up to the cancellation notice date. If the project is placed on hold for longer than a 30-day period, AEI will cancel the project and the client will be responsible for incurred costs up to the hold date. Hold projects may be re-initiated at any time, and additional fees may apply.

Please review our proposal and if you have any questions, please do not hesitate to contact me. To initiate this contract, please sign the Authorization to Proceed, initial and date each page and return to AEI. Thank you for the opportunity to be of service.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bryna Hogen", is written over a horizontal line.

Client Initials:

Date:



Bryan Hogan
Senior Vice President
AEI Consultants
1300 East Hillsboro Blvd., Suite 203
Deerfield Beach, FL 33441
United States
Phone: (561) 409-3811
Email: bhogan@aeiconsultants.com

Enclosed: Scope of Work
 Terms and Conditions
 Authorization to Proceed
 Project Information Datasheet

Scope of Work

Facility Condition Assessment

AEI understands that the purpose of this assessment is to assist the client in gaining understanding of the overall general conditions of the Property for the purpose of evaluating existing and forecasted Capital Expenditures necessary to maintain the Property. Factors that may affect our recommendations include the availability of historical records, the potential change in management and maintenance practices, and the availability of reliable disclosure of property conditions.

No assessment can wholly eliminate the uncertainty regarding the presence of physical deficiencies and performances of the building system. A property assessment is intended to reduce the risk regarding potential building systems and component failure. The ASTM standard recognizes the inherent subjective nature of the assessment regarding such issues as workmanship, quality of care during installation, maintenance of building systems and remaining useful life of the building system. Assessments, analysis and opinions expressed within this report are not representations regarding either the design integrity or the structural soundness of the property or components. The scope of work below is generally based on the American Society for Testing and Materials (ASTM) E2018-24.

Assessment Scope: The assessment will be performed in accordance with the scope outlined below.

Access:

- Site and grounds
- Roof if safe (representative sample if more than one roof system)
- A review of the building exterior from the ground surface, AEI will not use any scaffolding, ladders, or lifts
- Common and service areas
- 25% to 75% of interior spaces by square footage as made available or safely accessible

Site Reconnaissance:

Site and Grounds:

- Site Drainage type and condition of storm drains
- Pavement type(s) and condition
- Parking count
- Curb type(s) and condition
- Flatwork type(s) and condition
- Loading Dock type(s) and condition
- Site Lighting type and operational condition
- Building mounted lighting types and operational condition
- Building mounted signage

Building Envelope:

- Façade type(s) and condition
- Window type(s) and condition
- Exterior door type(s) and condition
- Roofing System type(s) and condition

Mechanical, Electrical and Plumbing Systems:

- HVAC type(s) and condition
 - Manufacturer, Model, and Serial number, major equipment as accessible
 - Heating or cooling capacity, tonnage
 - Estimated age of equipment
 - Equipment documented individually
- Electrical equipment type(s), condition

- Transformer(s) including
- Main switch manufacturer
- Main electric panels
- Hot water type(s) and condition
 - Determine capacity
 - Manufacturer, Model, and Serial Number, major equipment as accessible
 - Estimated age

Vertical Transportation Systems:

- Elevators and condition including finishes
- Escalators and condition

Fire detection, notification, and suppression systems:

- Type(s) and condition of suppression systems for building
- Wet and/or dry
- Last inspection date and frequency
- Fire alarm panel type(s) and condition
- Manufacturer and model number
- Last inspection date

Interior finishes:

- Flooring
- Walls
- Ceiling
- Cabinetry and countertops
- Commercial kitchen equipment

Report: The evaluation will cover readily apparent conditions at the property. Upon completion of the site reconnaissance, interviews, and research, AEI produces a summary report. This report includes a discussion of topics related to the property condition and outlines the costs to correct the deficiencies noted. AEI formulates and presents Opinion of Probable Costs recommendations in a table format. Photographs of property conditions and related documents will be included in this report.

Opinions of Costs: Opinions of costs for immediate repair and/or reserve recommendations provided in the FCA report should only be construed as preliminary, order of magnitude budgets. The opinions of costs are derived from generally industry accepted published sources (i.e. R.S Means), site observations, client costs, and AEI's cost database. Actual costs most probably will vary from AEI's opinions of costs depending on such matters as type of design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, and whether competitive pricing is solicited, and etc.

Capital reserve costs will be identified and presented in the various sections of the report and will be summarized in the cost tables. Costs for routine or normal preventive maintenance, or a combination thereof, will not be included. AEI understands that cost estimating, and recommendations may be influenced by client financial goals and industry guidelines. Opinions of Cost and immediacy of our recommendations may vary based on these various definitions and guides. Risk management and implementation of our recommendations are considered to be the responsibility of our client, based on their discretion.

Exclusions: The following are excluded from AEI's scope of work:

- Subterranean conditions such as soil types and conditions, underground utilities, separate sewage disposal systems, wells, manholes, utility pits
- Opinions on matters regarding the security of the Property and protection of its occupants

- Operating or witnessing the operation of lighting, lawn irrigation, or other systems typically controlled by time clocks
- Evaluating systems or components that require specialized knowledge or equipment
- Evaluation of process-related equipment or condition of tenant owned/maintained equipment
- Furniture, Fixtures, and Equipment evaluation and data collection
- Medical Equipment
- Mechanical systems above ceilings or located on pitched roofs
- Opening equipment panels or access hatches to gain access
- Building code evaluation
- Abbreviated ADA Screening
- Pitched or low-slope roof systems without OSHA approved access system
- Opining on chemical composition of building materials and insulation systems

Mechanical, Electrical, Plumbing and Fire Protection (MEP-FP) Assessment Scope: A visual observation of the building's mechanical, electrical, plumbing, fire sprinkler and fire/ life safety systems will be performed. On-site personnel must provide access to the MEP-FP equipment. As part of the Assessment, relevant base building construction drawings and Operations and Maintenance (O&M) Manuals will be reviewed if made available. Interviews with people knowledgeable about the structure will be conducted if made available for interview.

Opinions of Costs will be identified for Physical Deficiencies defined as immediate repair / deferred maintenance issues under this Scope of Work are the result of the following:

- Existing or potentially unsafe (health & safety) conditions;
- Negative conditions that may significantly impact marketability or habitability;
- Obvious material building code violations;
- Poor or deteriorated condition of critical element or system;
- Condition that if left "as is," with an extensive delay in addressing same, would result in or contribute to critical element or system failure within one year or a significant escalation in repair costs.

The MEP-FP report will not identify minor, inexpensive repairs or maintenance items, which are clearly part of the property owner's current operating budget so long as these items appear to be addressed on a regular basis. Collectively, the estimated amount to address these items is anticipated to be less than \$3,000.00. Normal deferred maintenance above \$3,000 is typically considered excessive and could be an indication of the owner's/operator's ability to conduct routine repairs.

The Opinions of cost will be based upon existing known conditions at the Property, the best understanding of the existing systems, and current pricing in the industry. The MEP-FP assessment is limited and will be based upon the areas observed during the walk-through. The assessment of the mechanical, electrical, plumbing and fire life safety systems is not an exhaustive effort but rather should be considered limited to the major systems and related deficiencies within the building. The repair recommendations are conceptual and are intended to be used for budget estimating purposes only. The recommendations shall not be interpreted as design or bid documents.

In some situations, testing may be recommended such as infrared analysis, but will not be performed as a part of this assessment.

In addition, the Report will include opinion of costs for MEP-FP capital improvement recommendations based upon a 12 year outlook including projected costs to maintain the MEP-FP major equipment in a safe and functional condition.

Neither testing nor operation of the equipment will be performed as part of our assessment. The assessment will be based on visual observations.

Roofing Assessment Scope: The Roof Assessment will be conducted by a professional experienced in the assessment of roofing systems. The report will be based upon a visual assessment of the roofing and a review of any provided plans, specifications, warranties, reports or surveys. On-site personnel must provide access to the roof(s). Ladders

provided shall be in good working condition in accordance with the United States Occupational Safety and Health Administration (US OSHA) Ladder Safety Regulations found at 29 CFR 1926.1053.

Areas of consideration will include the following:

- Visually identify and review all major roof related components, including the following:
 - Surfacing and membrane type
 - Flashing (counter flashing, coping, metal edges, and base wall flashing)
 - Drainage devices and performance
 - Protrusions, pitch pockets, and other appurtenances
- Describe the general condition, approximate age, and apparent level of maintenance of the roof.
- Describe observed or reported defects or damage and their severity.
- Interview on-site personnel, if available, who are familiar with the roof system and/or who are responsible for its maintenance and operation.
- Determine if maintenance contracts are in place and identify maintenance contractors. Inquire as to the occurrence and timing of repairs and upgrades.
- Review records of inspection and repairs. If provided, review warranties and summarize the terms and conditions of the warranties.
- Note any unusual conditions either observed or report

A text report will be prepared that includes the following:

- Description and photos of building's roof systems.
- Description and photos of observed material deficiencies.
- Recommendations regarding the need for corrective action, if any is required, including opinions of probable cost to be used for budgeting purposes. The repair recommendations are conceptual and are intended to be used for budget estimating purposes only. The recommendations shall not be interpreted as design or bid documents.
- In some situations additional testing may be recommended, such as core cuts or infrared analysis, but will not be performed as a part of this
- Opinion of costs for roof capital improvement recommendations based upon a 12 year outlook, including projected costs to maintain the building roof in a safe and functional condition.

Items that are not part of the roof assessment scope include: invasive testing, probing, or any physical alterations of roof materials, concealed/confined spaces such as attics, soffits, or platforms, calculations of any kind, access to roofs that are deemed unsafe to access (fixed ladders without safety cages or using portable/extension ladders) or unsafe to walk on (roofs that are pitched or finished with brittle or slippery materials).



TERMS AND CONDITIONS

1. **Billings, Payment and Credit.** The Client shall pay All Environmental Inc. d/b/a AEI Consultants (AEI) for the services (the "Services") performed in accordance with the prices set forth in the proposal to which these terms and conditions are attached (the "Proposal", and together with these terms and conditions the "Agreement"). Invoices shall be submitted in accordance with the Proposal. Payment of the AEI invoices 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. PAYMENT IS DUE UPON RECEIPT. If AEI does not receive payment in full within thirty (30) calendar days of the date of the invoice, the account shall be deemed delinquent. Unpaid delinquent balances shall bear interest from the invoice date at one and one-half percent (1.5%) per month, or at the maximum lawful interest rate (whichever rate is less).
The Client shall be liable to AEI for all costs and expenses of collection of delinquent balances, including reasonable attorney and other fees, and court costs. Time is of the essence with respect to this provision. AEI's non-exercise of any rights or remedies, whether specified herein or as otherwise provided by law, shall not be deemed a waiver of any rights or remedies, nor preclude AEI from the future exercise of such rights or remedies. If a third party is accepting a Proposal as agent for the Client, such third party represents and warrants to AEI that it is legally authorized to bind the Client to the terms of the Agreement and guarantees payment for services. AEI reserves lien rights and may file a lien, or pre-lien, in the state where the project is located if payment is not received.
2. **Right of Entry; Force Majeure.** The Client shall arrange for the right of entry to the subject property ("Site") by AEI, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing all acts as may be reasonably necessary to complete the Services within the agreed scope of work. AEI may require that an authorized, knowledgeable representative of the Site owner be present at the Site as a condition of the performance of the Services and may require that Site personnel operate major building systems and equipment at the time the Services are performed. AEI's ability to comply with the schedule for performance described in the Proposal is contingent upon timely and complete Site access. AEI shall not be responsible for damages or delays in performance caused by force majeure, acts of God, events beyond the control of AEI, or events that could not have been reasonably foreseen and prevented.
3. **Documents/Samples.** All field notes, calculations, estimates and other documents, data or information prepared by or on behalf of AEI in connection with the performance of its Services (collectively, "Documents"), shall remain the sole property of AEI. All Documents prepared by AEI for the Client with respect to any Site shall be used solely for the intended purposes described in the Proposal, and solely with respect to the Site. Unless otherwise agreed, AEI shall retain all Documents for notice (3) years following submission of AEI's report to the Client. In its sole discretion and without prior notice to the Client, AEI may dispose of all field samples within thirty (30) calendar days after submission of AEI's report to the Client.
4. **Matters Known to Client.** The Client, itself or through the Site owner, shall provide AEI with any and all information known to the Client, or suspected by the Client, which pertains to: (a) the existence or possible existence at, on, under or in the vicinity of the Site, any hazardous materials, pollutants, lead-based paint, radon or asbestos; (b) any conditions at, on, under or in the vicinity of the Site, which might represent a potential safety hazard or danger to human health or the environment; (c) any permit, manifest, title record, or other record of compliance or non-compliance with any federal, state or local laws, or court or administrative order or decrees; (d) any known or suspected deficiencies or adverse conditions associated with structures or other physical improvements on Site; or (e) any modifications or changes from the original plans and specifications of Site improvements which could affect the recommendations or conclusions reached by AEI in the performance of its Services.
5. **Preliminary Findings.** Preliminary findings (often referred to as "verbals") can be provided to the Client in order to quickly apprise them of preliminary data obtained as a result of AEI's visual observations at the project Site. They are not intended to be exhaustive or conclusive or to substitute for the final written report, as they do not include information obtained from a number of other important and necessary components of the overall assessment. AEI recommends against making any decisions based upon such limited, preliminary, verbal information.
6. **PERFORMANCE STANDARDS. IN PERFORMING THE SERVICES, AEI SHALL EXERCISE THE DEGREE OF SKILL AND CARE NORMALLY EXERCISED BY CONSULTANTS IN THE SAME COMMUNITY PROVIDING THE SAME OR SIMILAR SERVICES FOR PROJECTS OF COMPARABLE SIZE, COMPLEXITY, BUDGET, SCHEDULE AND OTHER CHARACTERISTICS OF THE PROJECT (THE "STANDARD OF CARE").** EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, AEI MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY OF ITS ORAL OR WRITTEN REPORTS. CLIENT ACKNOWLEDGES AND AGREES THAT (I) THE SERVICES MAY REQUIRE JUDGMENTS TO BE MADE BY AEI THAT ARE BASED UPON LIMITED DATA RATHER THAN UPON SCIENTIFIC CERTAINTIES; (II) AEI'S APPROACH, RECOMMENDATIONS, AND ASSOCIATED COST ESTIMATES, IF ANY, ARE BASED ON INDUSTRY PRACTICES AND AVERAGES; (III) PROFESSIONAL OPINIONS ARE RENDERED WITH RESPECT TO OBSERVATIONS MADE AND DATA OBTAINED AT THE TIME OF ASSESSMENT; AND (IV) ULTIMATE OUTCOMES COULD BE INCONSISTENT WITH THE CONCLUSIONS, RESULTS AND PROJECTIONS OF AEI. ALL INFORMATION REGARDING OPERATIONS, PLANS, SPECIFICATIONS, CONDITIONS OR OTHER DATA WHICH IS PROVIDED TO AEI BY CLIENT, OWNERS OR THIRD PARTIES (INCLUDING WITHOUT LIMITATION, ANY POINT OF CONTACT AT THE SITE), IS DEEMED BY AEI TO BE CORRECT AND COMPLETE WITHOUT INDEPENDENT VERIFICATION. AEI ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION AND SHALL NOT BE LIABLE IF RELIANCE ON SUCH INFORMATION RESULTS IN INCORRECT CONCLUSIONS OR RESULTS.
7. **INDEMNIFICATION AND LIMITATION OF LIABILITY.** AEI AGREES TO INDEMNIFY AND HOLD HARMLESS (BUT NOT DEFEND) CLIENT, ITS DIRECTORS, OFFICERS, PARTNERS, MEMBERS, AGENTS, AND EMPLOYEES AGAINST ANY LOSSES, LIABILITY, DAMAGES, COSTS AND EXPENSES TO THE EXTENT CAUSED BY THE NEGLIGENCE ACTS, ERRORS, OR OMISSIONS OF AEI, ITS EMPLOYEES, SUBCONTRACTORS OR ANYONE FOR WHOM AEI IS LEGALLY LIABLE, IN THE PERFORMANCE OF SERVICES HEREUNDER. IN NO EVENT SHALL AEI BE LIABLE FOR LATENT OR HIDDEN CONDITIONS, CONDITIONS NOT ACTUALLY OBSERVED BY AEI WITHIN THE LIMITED SCOPE OF WORK, THE POTENTIAL CONSEQUENCES OF OBSERVABLE CONDITIONS, CONDITIONS OF WHICH CLIENT HAD KNOWLEDGE OF AT THE TIME OF THE ASSESSMENT, OR ANY UNAUTHORIZED ASSIGNMENT OF OR RELIANCE UPON THE REPORTS. THE LIABILITY OF AEI, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR TO ANY THIRD PARTY CLAIMING BY OR THROUGH CLIENT, INCLUDING ANY COMPANY AFFILIATED WITH CLIENT, OR ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, SUBCONTRACTOR, SUCCESSOR, OR ASSIGN OF SUCH PARTIES, FOR ANY LOSSES, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), RELATED TO THE SERVICES, THE AGREEMENT OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE SUM OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), OR THE PROJECT FEES UNDER THIS CONTRACT, WHICHEVER IS GREATER. IN NO EVENT SHALL AEI BE LIABLE TO CLIENT FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) 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.
8. **Dispute Resolution.** This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of California. Any controversy, claim or action arising out of, or related to, this Agreement, the breach thereof, or the coverage of this arbitration provision may be settled by arbitration and will be based on the rules in effect on the date of delivery of demand for arbitration. The arbitrator (s) shall apply California substantive law to the proceedings, except to the extent Federal substantive law would apply to the claim. The arbitrator(s) shall prepare in writing and provide to the parties an award including actual findings and the reasons on which their decision is based. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The arbitration of such issues, including the determination of the amount of any damages suffered by either party hereto by reason of the acts or omissions of the other, shall be to the exclusion of any court of law except for enforcement of an arbitrated award. The decision of the arbitrators, or a majority of them, shall be final and binding on both parties and their respective successors and assigns. If the arbitrators determine that a party has initiated a recovery action on a basis inconsistent with the provisions of this Agreement, the initiating party shall, without exception, be assessed all costs incurred by the responding party. Except as identified above, each party shall pay the fees of its own attorneys, and the expenses of its witnesses and all other expenses connected with the presentation of its case. The costs of the arbitration, including the cost of the record or transcripts thereof, if any, administrative fees, fees of the arbitrators, and all other fees and cost shall be borne as determined by the arbitrators.
9. **RELIANCE AND ASSIGNMENT. CLIENT HAS REVIEWED THE AGREEMENT IN DETAIL AND AGREES THAT THE SERVICES ARE APPROPRIATE TO MEET THE CLIENT'S NEEDS AND REQUIREMENTS. AEI'S WRITTEN REPORT SHALL CONTAIN AEI'S STANDARD RELIANCE LANGUAGE UNLESS ALTERNATE LANGUAGE HAS BEEN PRE-APPROVED BY AEI. IF NO PRE-APPROVED ALTERNATE LANGUAGE EXISTS, THE SERVICES, THE REPORTS, AND OTHER RELATED WORK PRODUCT PROVIDED BY AEI MAY BE RELIED UPON BY THE CLIENT FOR THE SOLE PURPOSE OF SECURING A LOAN, AND ANY RATING AGENCY RATING, OR ANY ISSUER OR PURCHASER OF, ANY SECURITY COLLATERALIZED OR OTHERWISE BACKED BY SUCH LOAN. NO OTHER PERSON OR ENTITY MAY RELY ON THE REPORT WITHOUT THE ADVANCE WRITTEN CONSENT OF AEI, 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 AEI. ANY UNAUTHORIZED REUSE OR REDISTRIBUTION OF AEI'S WORK PRODUCT OR REPORTS SHALL BE AT THE CLIENT'S AND RECIPIENT'S SOLE RISK, WITHOUT LIABILITY TO AEI. CLIENT WILL HOLD AEI HARMLESS FROM ANY AND ALL LIABILITY, OBLIGATION, COST AND EXPENSE ARISING FROM OR RELATED TO ANY UNAUTHORIZED DISTRIBUTION OR USE BY CLIENT OF AEI'S WORK PRODUCT OR REPORTS. AEI SHALL NOT ASSIGN ITS OBLIGATIONS UNDER THE PROPOSAL; HOWEVER, AEI MAY EMPLOY, BY SUBCONTRACT, SUITABLY TRAINED PERSONS OR ENTITIES ACCEPTABLE TO AEI TO PERFORM THE SERVICES.**
10. **Confidentiality.** AEI shall not disclose information regarding the Proposal, the Services or any Documents, except to the Client, employees, consultants, subcontractors, or other persons engaged by AEI to perform the Services, third parties designated by the Client (subject to the reliance limitations described herein), or as required by law. Notwithstanding the terms of this Section, AEI shall comply with all judicial orders, government directives, and laws, regulations and ordinances, regarding the reporting to appropriate public agencies of potential dangers to public health, safety or the environment.
11. **Miscellaneous.** AEI is an independent contractor of Client, and not Client's agent, employee or partner. The Agreement shall be governed by the laws of the State of California and the parties irrevocably consent to the jurisdiction of the courts of the State of California and of the United States District Court for the District of Northern California if a basis for federal jurisdiction exists. In the event a dispute relating to an AEI report results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred by AEI in the defense of the claim, including reasonable attorney's fees. Each provision of the Agreement shall be considered separable, and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not affect those portions of this Agreement that are valid. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the Services to be provided pursuant to this Agreement. The provisions of the Agreement may only be modified by a written instrument signed by an authorized representative of each party.
12. **Hazardous Waste and Reporting.** The Client understands and agrees that human health and safety is a priority in implementing any investigation or assessment. AEI and Client agree that the discovery of hazardous materials, suspect hazardous materials or petroleum products, or unexpected conditions may constitute a change in the condition of the job Site mandating a renegotiation of the scope of work or termination of the project and may make it necessary for AEI to take immediate measures to protect human health and safety. AEI agrees to notify Client as soon as practicable if such materials are encountered. Client encourages AEI to take any and all measures, that in AEI's professional opinion, are justified to protect AEI's personnel and the public. Client agrees to waive any claim against AEI and to indemnify, defend and hold harmless AEI from any and all claims arising out of AEI's encountering unanticipated hazardous materials or suspected hazardous materials. Client agrees to compensate AEI for all costs associated with such an event based upon AEI's prevailing fee schedule.
13. **Utilities.** If AEI is expressly engaged to perform soil boring or other invasive testing, AEI shall not be responsible for damages to underground or aboveground utilities, for unmarked or mislabeled utilities or other features, or for damage that occurs to such utilities or features. The Client is responsible for providing information to AEI regarding the location of intra-Site utilities. Client recognizes that the use of exploration equipment may unavoidably affect, alter or damage existing structures, vegetation and terrain at the Site. AEI, including subcontractors, will take reasonable precautions to limit damage. However, Client recognizes that such damage is inherent in the normal course of the contracted scope of work and the cost of the repair for any damages is not part of the contracted services. In the event of damage to the property as a result of such work and specifically stated above, Client will hold harmless, AEI, including subcontractors, for damage caused during the course of the agreed upon scope of work.
14. **Limitation Period.** Neither party shall initiate any claim or action against the other more than eighteen (18) months after the date from which all final reports for services performed by AEI are submitted by AEI to Client. The parties further expressly agree that this Limitation Period is reasonable, unambiguous and shall not be subject to modification or the delayed discovery rule unless expressly agreed to by the parties in writing.
15. **Liens.** Nothing in this Agreement shall limit any rights or remedies that AEI may have under lien laws (legal or equitable) including, but not limited to, the Uniform Commercial Code and the laws of the jurisdiction of the Project applicable to liens.
16. **Insurance.** AEI shall maintain in full force and effect at all times during the performance and completion of the Scope of Work, the following minimum insurance: a) Professional liability insurance with limits of \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate; b) General liability insurance with a \$2,000,000.00 per occurrence, \$4,000,000.00 general aggregate operations for combined bodily injury and property damage liability; c) Pollution Liability insurance with limits of \$2,000,000.00 each occurrence, \$4,000,000.00 aggregate; d) Workers Compensation with limits of \$1,000,000, and e) Automobile Insurance with limits of \$1,000,000.

Client Initials:

Date:



AUTHORIZATION TO PROCEED
Proposal for Facility Condition Assessment
5900 College Road, Key West, FL 33040

Client Authorization and Billing Information:

I hereby accept the proposal and authorize AEI to proceed with the scope of work as described herein. AEI reserves the right to suspend or delay work for late payment. Should any project information change, I understand that additional fees may accrue and the due date may be extended. Should the agreement be terminated by either party upon written notice through no fault of the party initiating termination, compensation shall be paid for all services performed and expenses incurred to the date of termination.

Name: _____

Title: _____

Company: _____

Address*: _____

City, ST Zip: _____

Email: _____

Phone: _____

Fax: _____

Signature: _____

Date: _____

** Please note that AEI cannot accept a P.O. Box for a report delivery address.*

Site Contact Information:

Name: _____

Phone Number: _____

Alt. Contact _____

Title: _____

Email Address: _____

Alt. Phone _____

Company: _____

Relation to Project: _____

Alt. Email _____

Billing Options: AEI will invoice the project in accordance with our proposal terms. Please select one of the following methods of payment so that we may invoice accordingly.

☐ **Credit Card:** AEI accepts Visa and MasterCard.
A surcharge fee will be added to all credit card transactions.

☐ **Check:** Check must be received by the date established in the proposal terms.

☐ **Corporate Account:** For established corporate accounts only.

Client Initials:

Date:



Client Responsibilities: *It is our client's responsibility to provide adequate information for AEI to complete the requested scope of services. This includes sufficient information to identify property boundaries, the arrangement of complete site access and identifying a knowledgeable site contact. If there are known copies of prior reports or other relevant documentation, the client will assist AEI in obtaining them prior to the completion of our assessment.*

Additional Information Datasheet

Loan Specific Information:

Client Reference #: _____

Project Name: _____

Report Format: _____

Purpose of Assessment: _____

Loan Term: _____

Reserve Term: _____

The below section of this table is for SBA Loans Only

☐ 7a loan OR ☐ 504 loan

CDC Name: _____

Borrower Name: _____

CDC Address: _____

CDC Point of Contact: _____

CDC City, ST, Zip: _____

Contact Phone Number: _____

☐ Check here if Entity should also be included on the report cover

Report Delivery (if same as billing, please leave blank):

Contact Name: _____

Address: _____

Title: _____

City, State, Zip: _____

Company Name: _____

Phone Number: _____

Email Address: _____

Services Offered by AEI include:



Building Consulting

- Building Assessment Services
- Property Condition Assessments
- Capital Planning & Facility Condition Assessments
- Seismic Risk Assessments
- Construction Risk Management Services



Land Consulting

- ALTA Surveys
- Zoning Analysis Reports
- Natural & Cultural Resource Management
- Construction Site Services



Environmental Consulting

- Environmental Services
- Phase I & Phase II Reports
- Soil & Groundwater Investigations & Remediation
- Asbestos, Lead Mold & Moisture, and Radon Survey
- Environmental Health & Safety (EHS)
- Compliance Services



Sustainability Consulting

- ESG Consulting
- Energy Efficiency Services
- Property Resilience Assessments
- Natural Hazard & Climate Risk Screening



Valuation

- Evaluations
- Appraisal Consulting & Reports
- Market Studies

Client Initials:

Date: