

LAW OFFICE OF
KEN LONGLEY

FACSIMILE
(425) 489-3459

P.O. BOX 82774
KENMORE, WASHINGTON 98028
(425) 481-6878

E-MAIL
klongley@comcast.net

July 21, 2009

7-Eleven Inc.
Attn: Director of Property
2824 North Haskell Ave.
Dallas, TX 75204

RECEIVED
EMPLOYEE SERVICES
7-11-09
7-ELEVEN, INC.
DALLAS TEXAS

Re: Store # 25331
Property Address: 12720 4th Avenue West, Everett Washington

RECEIVED

SEP 03 2009

Stantec Consulting Inc

Dear Sir/Madam:

I am the attorney for Empire Holdings, Inc., the current property owner of the above location. My client recently applied for re-financing of its loan on the property and the lender required a Limited Phase II Environmental Site Assessment. This Assessment was performed by Adapt Engineering, Inc. on June 19, 2009. Enclosed is a complete copy of the Assessment. As you can see from the Assessment, there is ground contamination which strongly suggests active leaks from the tanks and or piping system associated with your store

As a result of the findings in this Assessment, the lender declined to make the loan and has further established conditions for making the loan in the future. These conditions include: providing copies of line and tank tightness tests for the last 12 months; description of the monitoring system in place; providing copies of current UST registration/permits; providing a remediation plan and cost estimate to obtain regulatory closure. As a result of the Assessment, my client is required by law to report this to the Washington State Department of Ecology. It is in the process of doing so.

My client has requested a proposal from another local engineering company to move forward with the communication with the DOE, to further study the problem and to develop a remediation plan and to obtain regulatory closure. I have enclosed a copy of the proposal from Golder Associates, Inc. As you can see, they have broken the proposal down to separate costs allocable to the 7-Eleven site from those allocable to the dry cleaning site.

I would greatly appreciate it if you would review the enclosed materials at your earliest convenience and contact me with your proposal for remedying the situation associated with the

contamination and probable leaks associated with the above store. If you do not already have a relationship with an environmental engineering firm in the area, I would encourage you to contact Golder Associates Inc. and engage them to move forward with the further analysis and remediation of this property.

Thank you in advance for your co-operation in this matter,

Very truly yours,

Ken Longley



KLL/encl.
cc: Client



RECEIVED
ENVIRONMENTAL SERVICES

AUG 24 2009

7-ELEVEN, INC.
DALLAS TEXAS

July 20, 2009

Our Ref.: P93-93351

Larry Kruse
Empire Holdings, Inc.
c/o Pro Realty Options, Inc.
318 164th Street SW
Lynnwood, Washington 98087

**RE: PF OPOSAL TO CONDUCT SUBSURFACE INVESTIGATIONS & ENVIRONMENTAL SERVICES
EVERETT COMMERCIAL PROPERTY
12720 4TH AVENUE WEST
EVERETT, WASHINGTON**

Dear Mr. Kruse:

Golder Associates Inc. (Golder) is pleased to present this proposal and cost estimate (Proposal) to Empire Holdings, Inc. and their agent Pro Realty Options, Inc. to perform subsurface investigations and environmental services at the above referenced property (the Site). This Proposal has been prepared in response to our email correspondence and phone conversation with Mr. Ken Longley on July 13, 2009 and our meeting on July 14, 2009. The proposal includes a discussion of our understanding of the scope of services desired by Empire Holdings, Inc. and Pro Realty Options, Inc. to perform subsurface investigations and environmental services (the Services) at the Site, and provides a schedule and a cost estimate to perform the Services.

PROJECT UNDERSTANDING

The following reports describe prior investigations conducted at the Site:

- 1999a. Adapt Engineering, Inc. *Phase I Environmental Site Assessment and Limited Soil Vapor Sampling & Testing, 4th Avenue Retail Center 12720-4th Avenue West, Everett, Washington.* December 2, 1999.
- 1999b. Adapt Engineering, Inc. *Limited Subsurface Assessment for Dry Cleaning Solvents, 4th Avenue Retail Center 12720-4th Avenue West, Everett, Washington.* December 2, 1999.
- 2005. JMK Environmental Solutions Inc. *Phase II Environmental Site Assessment, 12720 4th Avenue West, Everett, Washington.* December 20, 2005.
- 2006. Adapt Engineering, Inc. *Supplemental Limited Subsurface Assessment, 4th Avenue Retail Center 12720-4th Avenue West, Everett, Washington.* May 10, 2006.
- 2009. Adapt Engineering, Inc. *Limited Phase II Environmental Site Assessment, Commercial Property, 12720-4th Avenue West, Everett, Washington.* June 19, 2009.

Golder was provided only the Adapt 1999a, JMK 2005, Adapt 2006, and Adapt 2009 reports; however, the limited soil vapor and subsurface investigations conducted in December 1999 by Adapt were briefly summarized in their 2006 and 2009 reports. During these investigations Adapt identified the following subsurface conditions at the Site:

- Underground storage tanks were installed at the 7-Eleven property in 1984.



Golder Associates Inc.
18300 NE Union Hill Road, Suite 200
Redmond, WA 98052 USA
Tel: (425) 883-0777 Fax: (425) 882-5498 www.golder.com



Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America

- Adapt Engineering, Inc. (Adapt) conducted limited sub-slab soil vapor sampling at the dry cleaning facility on the Site in 1999 (Adapt, 1999a). Three soil vapor borings were located around the dry cleaning machine and one adjacent to a floor drain in the boiler room. The analytical results identified concentrations of tetrachloroethylene (PCE) at concentrations ranging from 12.6 parts per billion (ppb) up to 85.3 ppb. It is unclear whether these results were reported in parts per billion by volume or micrograms per cubic meter. Adapt also reported that the dry cleaner formerly was located in the adjacent suite, although at that time they reportedly did not operate dry cleaning activities in that suite.
- Adapt conducted further investigation in 1999 (Adapt 1999b) by advancing one boring below the concrete slab adjacent to the dry cleaning machine to a depth of 11 feet below ground surface. Soil collected from 0 to 1.5 feet below the concrete slab had a detectable concentration of PCE of 0.198 mg/kg, which exceeded the Model Toxics Control Act (MTCA) Method A cleanup level of 0.05 mg/kg. The soil sample collected from 9.5 feet to 11 feet below the concrete slab contained no detectable concentrations of PCE. It is unclear whether the soil samples were analyzed for other halogenated solvents or PCE daughter products.
- In 2005, JMK advanced two hand auger borings (B1 and B2) around the dry cleaning machine. B1 was advanced to 3 feet and B2 to 6 feet below ground surface (bgs). One soil sample was analyzed from the bottom of each boring. The 3 foot bgs sample from B1 had a PCE concentration of 0.75 ppm. The 6 foot bgs sample from B2 had a PCE concentration of 0.73 ppm. Both samples exceeded the MTCA Method A cleanup level of 0.05 mg/kg for PCE in soil. JMK did not encounter groundwater.
- In 2006, Adapt advanced one boring down-gradient, to the east, of the dry cleaning facility. This boring was drilled to 60 feet below ground surface. Four soil samples were collected from this boring at varying depths below ground surface. Analytical results did not detect PCE or daughter products. Trichlorofluoromethane was detected in all samples at concentrations ranging from 0.0014 to 0.0021 mg/kg. Measurable and recoverable groundwater was reportedly not encountered in this boring. However, Adapt did encounter locally wet zones.
- Adapt investigated the 7-Eleven gasoline station by advancing four geoprobe borings to approximately 20 feet below ground surface near the pump island. The borings were advanced on the northwest, northeast, and southeast sides of the pump island. The southwest side of the pump island was not investigated. Analytical results indicated detections of one or more of gasoline and benzene, toluene, ethylbenzene, and xylenes (BTEX) at concentrations above MTCA Method A cleanup levels in three of the four borings. These detections were in the soil samples collected at a depth of 8 to 10 feet below ground surface. One boring on the northwest side of the pump island had a detection benzene above cleanup levels at 18 to 20 feet below ground surface. All other soil samples collected at the bottom of the borehole did not have detections of gasoline or BTEX. No groundwater was encountered.

It is Golder's understanding that Empire Holdings, Inc.'s lender, Wells Fargo has requested further investigation into the vertical and horizontal extent of impacted soils at the 7-Eleven and dry cleaner portions of the Site. Specifically, Wells Fargo is requiring Empire Holdings, Inc. to further investigate the releases at the 7-Eleven and dry cleaner; remediate those portions of the property to meet cleanup levels; and achieve regulatory closure for the Site. Additionally, Wells Fargo is requiring Empire Holdings, Inc. to provide permits and monitoring and leak testing data for 7-Eleven's underground storage tanks (UST). The data from the prior investigations are not adequate to determine the source or the extent of the impacted areas. Therefore, additional investigation is needed to satisfy the requirements of Wells Fargo. Additional data are needed before conceptual remediation approaches and cost estimates can be determined.

PROPOSED SCOPE OF SERVICES

This Proposal outlines Golder's strategy for addressing data gaps in the prior investigations and obtaining sufficient information to estimate the area of impact and develop conceptual remedial approaches and costs. Golder's objective is to collect sufficient information during these investigations to satisfy remaining

data gaps in a cost effective manner. The scope of services for the investigations will include the tasks outlined below.

Task 1 – Historical Data Review & Site Reconnaissance

- Conduct a file review at the Department of Ecology (Ecology). Records on file at Ecology may provide a history of activities involving the USTs, including age of the tanks, tank monitoring data, records of tank upgrades or removals, etc. UST records may identify leaks in the tank piping systems, leaks from the tanks themselves, reports of spills to the ground surface, age of the current USTs, the presence of historical tanks at the Site, and historical tank removal activities.
- Review Adapt's 1999 investigation reports to clarify the type of soil and soil vapor analysis that was conducted during this investigation.
- Review laboratory chromatograms from Adapt's 2006 investigation, if available. The chromatograms may provide information as to the relative age (current leak versus historic leak) of the gasoline impacted soil.
- Review utility plans for the Site and conduct a site reconnaissance to identify overhead hazards or other limiting factors for drilling. A site reconnaissance will also aid in targeting suspect sources at the dry cleaner including floor drains, sewer location, storm drain catch basins, and waste storage locations.

Task 2 – Site Impact Disclosure Letter

Prepare a Site Discovery letter to Ecology disclosing the soil impacts that were identified by Adapt during their June 2009 investigation. The draft letter will be sent to Empire Holdings, Inc. and their agent Pro Realty Options, Inc. for review and pending final submittal to Ecology.

Task 3a – Subsurface Investigation at 7-Eleven

A total of five borings will be advanced to investigate the gasoline station. One boring will be located approximately 10 feet north of Adapt's GP-4. The second boring will be located southwest of the pump island. The third boring will be located approximately 10 feet southeast of Adapt's GP-1. A fourth boring will be advanced on the north side of the USTs. A fifth boring will be advanced adjacent to Adapt's GP-4. At this point, it is not necessary to install a boring northeast of GP-3 because the edge of the soil impacts appears to be adequately characterized on this side. Boring locations are depicted in Figure 1. The subsurface investigation will include the following:

- Mark boring locations before contacting the public Utilities Underground Locating Center (UULC).
- Notify UULC, subcontract a private utility locator, and contract Golder's Geophysics group to locate and mark buried utilities and check boring locations before beginning the subsurface investigation. The three phases of utility locating will to reduce the uncertainty of encountering buried utilities below boring locations.
- Use a concrete corer for borings located within concrete-paved areas.
- Use an air knife and vac-truck to clear all borings down to 8 feet below ground surface (bgs) because of the location of fiberglass fuel supply lines and other potential buried utilities.
- Advance four direct-push probe borings to 20 feet bgs at the locations identified above. These four borings will aid in evaluating the horizontal extent of the impacted soil around the gasoline station. One hollow-stem auger (HSA) boring will be advanced to at least 40 feet bgs to characterize the vertical extent of impacted soil adjacent to GP-4, which had the highest concentration gasoline and related constituents in soil. Up to two additional direct-push probe borings may be necessary for stepping out to further delineate the extent of impact if conditions observed in one or more of the initial borings indicates impacted soil.

- Collect two soil samples from each boring for a total of 10 soil samples. Soil samples will be collected from the interface between the fill and native glacial till soils (approximately 6 to 10 feet below ground surface), and from the bottom of the borehole. All ten soil samples will be submitted to the analytical laboratory. If other impacted soil horizons are identified, additional soil samples may be collected.
- Analyze all 10 soil samples for gasoline (using method NWTPH-Gx) and BTEX (using EPA Method 8260B). One soil sample, collected from the boring with the observed highest impact (likely from the boring adjacent to GP-4) will be analyzed for gasoline additives including total lead, methyl tertiary-butyl ether (MTBE), 1,2-dibromoethane, and 1,2-dichloroethane. These constituents are the most likely fuel additives that may be present in the impacted soil. Four soil samples will be analyzed for total organic carbon to assist in the evaluation of potential contaminant leaching. Sample results will be received on a standard seven day turn-around time.
- Backfill borings with hydrated bentonite or as required by the local regulatory agency and patch with existing surrounding surface (asphalt or concrete).
- All equipment used between sample locations and individual sampling events coming into contact with soil or groundwater will be effectively decontaminated using a non-phosphate soap wash, followed by a tap water rinse and final organics-free deionized water rinse. Alternatively, steam cleaning/pressure washing may be used.
- Soil cuttings, decontamination rinsate, and used personal protective equipment (investigation-derived waste or IDW) will be drummed in appropriately-sized DOT containers and stored on-site until analytical results are received and the wastes can be properly profiled for disposal. The cost of disposal is estimated for four drums for soil cuttings and rinsate to be approximately \$660. This cost assumes that the soil is not characterized as a state dangerous waste. Please refer to Section 13 of Golder's Standard Terms & Conditions regarding disposal of samples, materials, and contaminated equipment.

Task 3b - Subsurface Investigation at Dry Cleaner

A total of four soil borings will be advanced to investigate the dry cleaner. Two soil borings will be located on the west and south exterior side of the dry cleaning tenant space. One boring will be located inside of the dry cleaning tenant space. The approximate location inside the tenant space will be determined based on the location of previous borings and the location of the floor drain. One boring will be located inside the adjacent north tenant space to the dry cleaner, approximately in line with the location of the dry cleaning equipment, if access to this adjacent tenant space is granted. These four borings will aid in determining the horizontal and vertical extent of the impacted soil around the dry cleaner. Additionally, two soil vapor probes will be advanced inside of the dry cleaner to further investigate the presence of PCE in soil vapor and to assess potential vapor intrusion risk into the tenant space. One soil vapor probe will be placed adjacent to the soil boring that will be advanced inside of the dry cleaner tenant space. The second soil vapor probe will be placed adjacent to the dry cleaning machine. The approximate locations of the soil borings are depicted in Figure . These locations may be changed depending upon the site reconnaissance. The subsurface investigation will include the following:

- Borings and buried utilities will be marked as described under Task 3a.
- Use a concrete corer for borings located inside of the building.
- Use an air knife and vac-truck for all borings to 5 feet bgs if unmarked PVC utilities inside of the building are suspected.
- Advance four direct-push probe borings to 10 feet below ground surface (bgs) at the locations identified above.
- Collect two soil samples from each boring for a total of eight soil samples. Soil samples will be collected from below the concrete slab, and from the interface between the fill and native glacial till soils (approximately 6 to 10 feet below ground surface). If other impacted soil horizons are identified, additional soil samples may be collected. Analyze all eight soil samples for halogenated

volatile organic compounds (EPA Method 8260B). Two soil samples will be analyzed for total organic carbon. Sample results will be received on a standard 7 day turn-around time.

- Collect two soil vapor samples using soil vapor probes advanced below the concrete slab. Samples will be collected using 6-liter SUMMA canisters. Analyze soil vapor samples for halogenated volatile organic compounds using method TO-15 SIM.
- Backfill borings with hydrated bentonite or as required by the local regulatory agency and patch with existing surrounding surface (asphalt or concrete).
- All equipment used between sample locations and individual sampling events coming into contact with soil or groundwater will be effectively decontaminated using a non-phosphate soap wash, followed by a tap water rinse and final organics-free deionized water rinse. Alternatively, steam cleaning/pressure washing may be used.
- Soil cuttings, decontamination rinsate, and used personal protective equipment (investigation-derived waste or IDW) will be drummed in appropriately-sized DOT containers and stored on-site until analytical results are received and the wastes can be properly profiled for disposal. The cost of disposal is estimated for three drums for soil cuttings and rinsate to be approximately \$825. Soil cuttings from the dry cleaner site with PCE detected in soil will be characterized as a state dangerous waste. Please refer to Section 13 of Golder's Standard Terms & Conditions regarding disposal of samples, materials, and contaminated equipment.

Task 4 – Letter Report

At the completion of this investigation, Golder will provide two letter reports summarizing the findings and recommendations for this Site. One report will address the investigation around the 7-Eleven gasoline station. The other report will address the investigation of the dry cleaner. The reports will be completed within two weeks of receiving the laboratory analytical results.

PROJECT SCHEDULE

Golder is prepared to commit the necessary resources to meet the project schedule, and will proceed with performance of the Services upon receipt of written authorization from Empire Holdings, Inc. or their agent Pro Realty Options, Inc. Provided Golder receives authorization to proceed by July 24, 2009; Golder is able to obtain Site access; and the chosen drilling company is available for drilling within two weeks of proposal acceptance, Golder anticipates the draft letter report will be issued by September 1, 2009. Golder also assumes Empire Holdings, Inc. or their agent Pro Realty Options, Inc. will provide Golder authorized access to the Site for purposes of performing the subsurface investigation. The drilling schedule can also be adjusted to evening operation in an effort to lessen the impact on tenants, if Empire Holdings, Inc. requests this adjustment.

COST ESTIMATE

Golder proposes to conduct the Services as specifically described above on a time and materials basis of up to \$16,100 for the gasoline station subsurface investigation and \$15,630 for the dry cleaner subsurface investigation for a total of approximately \$31,730. The price is quoted on a time and materials basis because of the variability in the drilling prices, which depends upon the depth of drilling and the conditions encountered during drilling. Attached to this proposal are two tables showing the cost breakdown for the investigations at the gasoline station and the dry cleaner. For costing purposes, Golder has assumed the following:

- Pro Realty Options, Inc. will provide Golder with available utility and product piping plans for the Site.
- Drilling activities will be completed in two days.
- A concrete corer will be needed to core seven of the borings that are located within concrete-paved surfaces.

- An air knife and vac-truck will be required for the first 8 feet of each boring because of the proximity of fiberglass fuel supply lines and PVC utilities.
- The depth to groundwater is at least 60 feet bgs and has not been impacted by Site activities.
- We estimate that four drums of investigation derived waste will be accumulated during the gasoline station investigation and three drums of investigation derived waste will be accumulated during the dry cleaner investigation. The disposal cost depends upon the classification of the waste, which is dependent upon the chemical analytical results. Golder estimated the cost of disposing three drums of dangerous waste from the dry cleaner.
- One copy of each draft report and two copies of each final report will be issued to Empire Holdings, Inc. or their agent Pro Realty Options, Inc.
- Two separate cost structures will be included on all invoices in order to help facilitate the cost recovery effort. The invoices will be structured such that the fees for the gasoline station and dry cleaner will be itemized separately. However, because there is overlap between the two investigations, Golder will try to reduce costs by conducting the two subsurface investigations concurrently.

As a new client, we require a retainer of 25% of the total estimated fees before the initiation of this project. This Proposal is valid for sixty (60) days from the date of this Proposal.

NO UNAUTHORIZED RELIANCE

The subsurface investigation and environmental services report to be prepared by Golder pursuant to this Proposal is for the sole use of Empire Holdings, Inc. and their agent Pro Realty Options, Inc. No third party may rely upon the contents of the report without written authorization from Golder to do so, and Golder will not be responsible for independent conclusions, opinions, or recommendations made by others based on the findings presented in its report. It is expressly intended and agreed that no third party beneficiaries are created by this Proposal and the completion of Services pursuant to the Terms and Conditions governing the Services.

If requested by the Empire Holdings, Inc. or their agent Pro Realty Options, Inc., Golder can provide written authorization for a third party (Proposed Relying Party) to rely on the contents of this Report. However, to establish privity between the Proposed Relying Party and Golder, the reliance agreement, and any reliance on the Report, will be conditioned upon the proposed relying party (i) agreeing to Golder's Standard Terms and Conditions, and limitations described in the Report, (ii) agreeing to only rely on the Report in its entirety and (iii) making payment to Golder in the amount of \$1,000 and (iv) signing the acknowledgment of the conditions and returning one signed copy to Golder.

STANDARD OF CARE

Golder's professional services will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other members of our profession currently practicing under similar conditions subject to the time limits and financial and physical constraints applicable to the scope of services. This representation is in lieu of all other representations. No warranty, express or implied, is made.

AUTHORIZATION TO PROCEED

Golder Associates Inc. is pleased to present this proposal and we look forward to your favorable response. We propose to complete this work in accordance with our Golder Associates Inc. Terms and Conditions (GAIUS F34 RL1, Dated 4/2009). If you are in agreement with this proposal and our Terms and Conditions, we request that you sign and return both (2) original Proposal Acceptance Forms and return both contracts for further signature by Golder Associates Inc. Once signed, a fully executed agreement will be forwarded to you for your files.

In the event of any inconsistency between this Proposal and the Terms and Conditions pursuant to which this Proposal is to be performed, the Terms and Conditions of this Proposal shall govern.

Golder appreciates the opportunity to assist Empire Holdings, Inc. and their agent Pro Realty Options, Inc., with this project. Please feel free to contact us with questions or comments concerning this Proposal. We look forward to your favorable response authorizing us to proceed with performance of the subsurface investigation and environmental services.

Sincerely,

GOLDER ASSOCIATES INC.


Kirsi Longley
Project Environmental Scientist

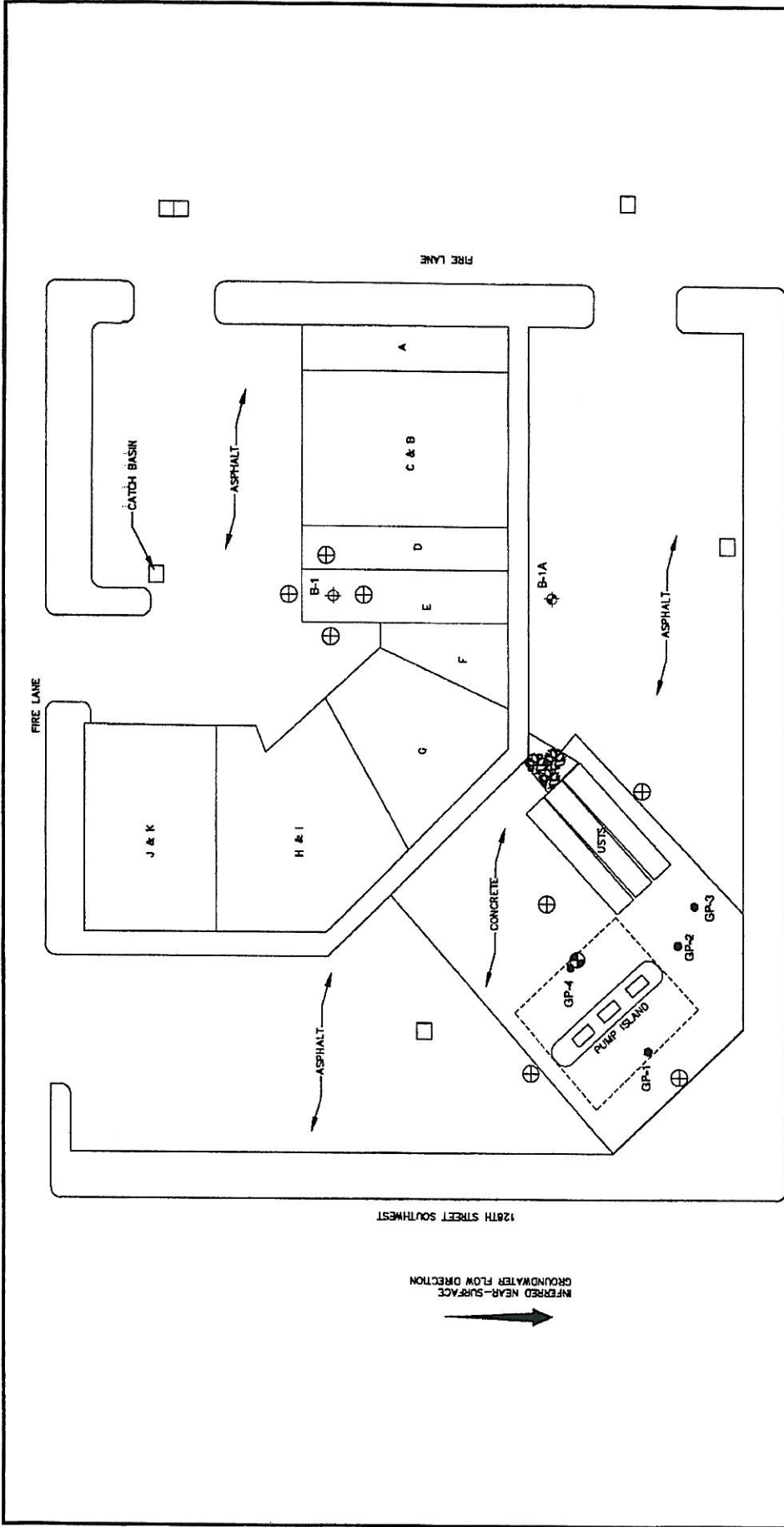

Gary L. Zimmerman
Associate and Senior Consultant


Neil R. Gilham, LG
Senior Environmental Geologist

Attachments or Enclosures:

Cost Estimate
Proposal Acceptance Form
Golder Associates Inc. Terms and Conditions

KL/NRG/GLZ



LEGEND

- B-1 ⊕ Boring Number and Approximate Location (Adapt 1999)
- B-1A ⊕ Boring Number and Approximate Location (Adapt 2006)
- GP-1 ● Boring Number and Approximate Location (Adapt 2009)
- ⊕ Golder Proposed Geoprobes
- ⊕ Golder Proposed HSA Boring



NOT TO SCALE

Source: Adapt Engineering, Inc. (2009)

FIGURE 1
GOLDER BORING LOCATIONS
EVERETT PROP SUBSURFACE INVEST

Table 1
Dry Cleaner Cost Estimate
Everett Commercial Property

Task	Description	Associate		LV5 Scientist		LV4 Scientist		Project Scientist		Drafting		Clerical		Labor		CAD Computer		ODC		Total
		hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	
1	Historical Data Review																			
	Ecology File Review								2						\$180				\$0	\$180
2	Ecology Disclosure Letter																			
	Letter Preparation							1.5							\$135				\$0	\$135
3b	Subsurface Investigation at Dry Cleaner																			
	Project Oversight		1												\$175				\$0	\$175
	Project Management			2										\$440				\$0	\$440	
	Waste Disposal Management			2										\$180				\$0	\$180	
	Project Set-up					2								\$180				\$0	\$180	
	Health & Safety Plan Preparation					0.5								\$155				\$0	\$155	
	Drilling Observation & Soil Sampling							10						\$900				\$0	\$900	
	Soil Vapor Sampling						4							\$400				\$0	\$400	
	Utility Marking/Location and Oversight							2						\$180				\$0	\$180	
	Equipment Management						1							\$100				\$0	\$100	
	Field Vehicle													\$60				\$60	\$66	
	Miscellaneous Equipment & Supplies													\$150				\$150	\$165	
	Geophysical Survey													\$650				\$650	\$715	
	Private Utility Locate Company													\$185				\$185	\$204	
	Drilling Contractor*													\$4,680				\$4,680	\$5,148	
	Waste Disposal (approx. 3 drums)													\$750				\$750	\$825	
	Soil Analysis - Total Organic Carbon (2 samples)													\$115				\$115	\$127	
	Soil Analysis - HVOCs (8 samples)													\$1,012				\$1,012	\$1,113	
	Soil Gas Analysis - HVOCs (2 samples + sample equip.)													\$750				\$750	\$825	
4	Letter Report Preparation																			
	Report Preparation								24						\$2,160				\$0	\$2,160
	Technical Report Review		2											\$350				\$0	\$350	
	Drafting/CAD									3				\$225		60		\$60	\$291	
	Word Processing/Secretary											3		\$195				\$0	\$195	
	Copying/Shipping													\$200				\$200	\$220	
Estimated Total																				
																\$15,628				

*If evening drilling is requested, an additional 30% surcharge will be added to the Drilling Contractor fee. Additional borings will only acquire additional charges if they require driller overtime, concrete coring, or the use of an air knife/vac truck. Sample analysis for soils collected from the additional borings will be charged at the rate seen above. Additional borings will only be conducted if necessary and if they can be completed within the allotted 2-days for drilling.

Table 2
7-Eleven Cost Estimate
Everett Commercial Property

Task	Description	Associate	LV5 Scientist	LV4 Scientist	Project Scientist	Drafting	Clerical	Fee	Labor Subtotal	CAD Computer	ODC Subtotal	ODC 10% Mark-Up	Total
1	Historical Data Review				2				\$180		\$0		\$180
	Ecology File Review				11				\$186		\$0		\$186
	Other Remediation												
2	Ecology Disclosure Letter				1.5				\$135		\$0		\$135
	Letter Preparation		0.5						\$65		\$0		\$65
	Technical Review												
3a	Subsurface Investigation at 7-Eleven												
	Project Oversight	1							\$175		\$0		\$175
	Project Management		2		2				\$440		\$0		\$440
	Waste Disposal Management			2	2				\$180		\$0		\$180
	Project Set-up			2	2				\$180		\$0		\$180
	Health & Safety Plan Preparation		0.5		1				\$155		\$0		\$155
	Drilling Observation & Soil Sampling				10				\$900		\$0		\$900
	Utility Marking/Location and Oversight				2				\$180		\$0		\$180
	Equipment Management								\$100		\$0		\$100
	Field Vehicle								\$60		\$60	66	\$66
	Miscellaneous Equipment & Supplies								\$150		\$150	165	\$165
	Geophysical Survey								\$650		\$650	715	\$715
	Private Utility Locate Company								\$185		\$185	204	\$204
	Drilling Contractor*								\$6,200		\$6,200	6820	\$6,820
	Waste Disposal (approx. 4 drums)								\$600		\$600	660	\$660
	Soil Analysis - Gasoline/BTEX (10 samples)								\$865		\$865	952	\$952
	Soil Analysis - Volatile Fuel Additives (1 sample)								\$195		\$195	215	\$215
	Soil Analysis - Lead (1 sample)								\$23		\$23	25	\$25
	Soil Analysis - Total Organic Carbon (4 samples)								\$230		\$230	253	\$253
	Letter Report Preparation												
	Report Preparation				24				\$2,160		\$0		\$2,160
	Technical Report Review	2							\$350		\$0		\$350
	Drafting/CAD					3			\$225	60	\$60	66	\$291
	Word Processing/Secretary						3		\$195		\$0		\$195
	Copying/Shipping							\$200	\$0		\$200	220	\$220
	Estimated Total												\$16,115

*If evening drilling is requested, an additional 30% surcharge will be added to the Drilling Contractor fee. Additional borings will only acquire additional charges if they require driller overtime, concrete coring, or the use of an air knife/vac truck. Sample analysis for soils collected from the additional borings will be charged at the rate seen above. Additional borings will only be conducted if necessary and if they can be completed within the allotted 2-days for drilling.



**GOLDER ASSOCIATES INC.
PROPOSAL ACCEPTANCE FORM
(Terms and Conditions)**

PROPOSAL NUMBER: P93-93351

RE: PROPOSAL TO CONDUCT SUBSURFACE INVESTIGATIONS &
ENVIRONMENTAL SERVICES - EVERETT COMMERCIAL PROPERTY
127204 4TH AVENUE WEST - EVERETT, WASHINGTON

SUBMITTED this 20th day of July, 2009.

BY: K. rsi Longley, Neil Gilham and Gary Zimmerman for Golder Associates Inc.

The Proposal dated July 20, 2009, attached hereto as Exhibit 'A' and Golder Associates Inc. Terms and Conditions (GAIUS F34 RL1, Dated 4/2009) attached hereto as Exhibit 'B', comprise the entire agreement between Golder Associates Inc. and Client.

ACCEPTED this _____ day of _____, 2009.

BY: _____
(Authorized Representative's Signature on Behalf of Client)

NAME: (Print or Type) _____

TITLE: (Print or Type) _____

FOR: Client Name and Address (Print or Type)

Larry Krause
Empire Holding, Inc.
c/o Pro Realty Options, Inc.
318 1st Street SW
Lynnwood, Washington 98087

Phone _____ Fax: _____

Please address invoices to:	Please address deliverables and notices to:
	Same as invoices: Yes/No, address to:
ATTN:	ATTN:

BY: _____
(Authorized Representative's Signature on Behalf of Golder Associates Inc.)

NAME: (Print or Type) _____

TITLE: (Print or Type) _____



EXHIBIT B

GOLDER ASSOCIATES INC. TERMS AND CONDITIONS

1. STANDARD OF CARE

Services performed by GOLDER will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same locality, subject to the time limits and financial, physical or other constraints applicable to the Services. No warranty, express or implied is made.

2. INVOICES AND PAYMENT TERMS

A. Unless otherwise specified in any proposal, GOLDER will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify GOLDER within ten (10) days of receiving an invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. Full payment is due prior to delivery of GOLDER's final deliverable. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month (18% per annum), or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then GOLDER shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. CLIENT will pay all reasonable demobilization and other suspension or termination costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by GOLDER in pursuit of past due payments.

B. Where the cost estimate for the Services is "not to exceed" a specified sum, GOLDER shall notify CLIENT before each limit is exceeded, and shall not continue to provide Services beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

3. CHANGES

CLIENT and GOLDER recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. Such changes shall change the Services, schedule, and/or the cost, as may be equitable under the circumstances. GOLDER shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. GOLDER shall prepare a change order request outlining the changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to promptly consider the change order request and advise GOLDER in a timely manner in writing on how to proceed. If after a good faith effort by GOLDER to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the CLIENT, then GOLDER shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the CLIENT.

4. DELAYS AND FORCE MAJEURE

A. If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Agreement may be delayed. CLIENT shall not hold GOLDER responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the Internet, GOLDER's electronic

telecommunications or hosting services or any other events that are beyond the reasonable control of GOLDER. In the event of any such delays, the contract completion date shall be extended accordingly and CLIENT shall pay GOLDER for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

B. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

5. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data, then GOLDER's obligation to perform those Services is subject to CLIENT's assumption of all Subsurface Risks (such risks being more fully described in Article 12, Subsurface Risks). GOLDER will not be responsible for the independent conclusions, interpretations, interpolations or decisions of CLIENT, or others, relating to the Services. Under no circumstances do GOLDER's Services include making any recommendation, or giving any advice as to whether CLIENT should or should not proceed with any transaction regarding any site related to the Services. CLIENT assumes all responsibility and risk associated with decisions it makes based on the Services.

6. INDEMNIFICATION

A. GOLDER agrees to indemnify and save harmless CLIENT and its officers, directors, and employees from and against all claims, damages, losses or expenses arising from personal injury, death, or damage to third-party property to the extent that all such claims, damages, losses or expenses are finally determined to result directly from GOLDER's negligence. Such indemnification, as limited by Article 7, Limitation of Liability, shall be CLIENT's sole and exclusive remedy against GOLDER.

B. CLIENT shall, at all times, defend, indemnify and save harmless GOLDER and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees, and court and arbitration costs), arising out of or resulting from the Services of GOLDER, including but not limited to claims made by third parties, or any claims against GOLDER arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors or others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of GOLDER. Such indemnification shall not apply to the extent that such claims, damages, losses or expenses are finally determined to result directly from GOLDER's negligence.

7. LIMITATION OF LIABILITY

A. CLIENT shall immediately notify GOLDER in writing of any deficiencies or suspected deficiencies arising directly or indirectly from GOLDER's negligent acts, errors or omissions. Failure by CLIENT to notify GOLDER shall relieve GOLDER of any further responsibility and liability for such deficiencies. To the extent permitted by law, CLIENT and GOLDER agree that all liability arising directly or indirectly from this Agreement or the Services of GOLDER shall expire no later than one (1) year from the date of GOLDER's acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.

B. CLIENT agrees to limit the liability of GOLDER, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("GOLDER Group") to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from GOLDER's acts, negligence, errors or omissions, such that the total aggregate liability of the GOLDER Group to all those named shall not exceed Fifty Thousand Dollars (\$50,000) or GOLDER's total fee for the Services rendered under this Agreement, whichever is greater.

C. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential or punitive damages.

8. INSURANCE

A. GOLDER maintains insurance coverage with the following limits:

- (i) Workers' Compensation in compliance with statutory limits
- (ii) Automobile Liability
Combined Single Limit \$1,000,000
- (iii) Commercial General Liability:
Each Occurrence \$1,000,000
General Aggregate \$2,000,000
- (iv) Professional Liability Insurance
Any One Claim \$1,000,000
Policy Aggregate \$3,000,000

B. CLIENT shall not require GOLDER to sign any document or perform any Service which in the judgment of GOLDER would risk the availability or increase the cost of its Professional or Commercial General Liability insurance.

9. PROFESSIONAL WORK PRODUCT

A. The Services provided by GOLDER are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by GOLDER are considered its professional work product (the "Documents"). GOLDER retains all rights to the Documents.

B. CLIENT understands and acknowledges that the Documents are not intended or represented by GOLDER to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT's or otherwise, without GOLDER's prior written permission. CLIENT agrees that any reuse unauthorized by GOLDER will be at CLIENT's sole risk and that CLIENT will defend, indemnify and hold GOLDER harmless from any loss or liability resulting from the reuse, misuse or negligent use of the Documents.

10. DATA AND INFORMATION

CLIENT shall provide to GOLDER all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. GOLDER shall be entitled to rely upon the Project Information provided by CLIENT or others and GOLDER assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. GOLDER will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on GOLDER's data, interpretations or recommendations.

11. RIGHT OF ENTRY

CLIENT will provide for the right of entry for GOLDER, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site CLIENT shall obtain permission and execute any required documents for GOLDER to enter the site and perform Services. It is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

12. SUBSURFACE RISKS

A. Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological and other conditions that GOLDER interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.

B. Subsurface sampling may result in damage or injury to underground structures or utilities and unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the groundwater, or other hydrous body. GOLDER will adhere to the standard of care during the conduct of any subsurface investigation. When the Services include subsurface sampling, CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury, loss, or expense (including but not limited to legal fees) which may arise as a result of alleged or actual cross-contamination caused by any subsurface investigation or any damage or injury to underground structure, formation, body, or utilities.

13. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

A. All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens may be disposed of thirty (30) days after submission of the work product due pursuant to the Proposal. Upon written request, GOLDER will store uncontaminated samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.

B. All contaminated samples and materials (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of

CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to assist CLIENT with proper disposal of such equipment, materials and samples may be made at CLIENT's direction and expense. In such event, CLIENT agrees to have a representative available to sign all certifications, manifests, and other documents reasonably required by GOLDER and associated with the transportation, treatment and disposal, or handling of hazardous substances, waste or materials from the project property site, and derived from GOLDER's performance of the Services, including investigation derived wastes. If such CLIENT representative is unavailable and GOLDER is required to execute any such documents on CLIENT's behalf, CLIENT acknowledges that GOLDER shall be acting only as officer or agent on behalf of CLIENT. It is understood and agreed that GOLDER is not, and has no responsibility as, a handler, generator, operator, treater, storer, arranger, transporter, or disposer of hazardous substances, waste or materials found or identified at or around the project site property. CLIENT agrees to waive any claim against GOLDER and to defend, indemnify and hold GOLDER harmless from and against any claims, losses, damages, expenses (including, but not limited to, legal fees), and liabilities of any type arising out of the discovery and disposal of any alleged or actual hazardous substances, wastes or materials found or identified at or around the project site property.

14. CONTROL OF WORK AND JOB-SITE SAFETY

A. GOLDER shall be responsible only for its activities and that of its employees and subcontractors. GOLDER's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against GOLDER because of this Agreement or the performance or nonperformance of Services hereunder. GOLDER will not direct, supervise or control the work of other consultants and contractors or their subcontractors. GOLDER does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing materials or performing any work on the project.

B. Insofar as job site safety is concerned, GOLDER is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. GOLDER shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of GOLDER, nor the presence of GOLDER or its employees and subcontractors, shall be construed to imply that GOLDER controls the operations of others or has any responsibility for job site safety.

15. PUBLIC RESPONSIBILITY

CLIENT has a duty to comply with applicable codes, standards, regulations and ordinances, with regard to public health and safety. While GOLDER performs the Services it will endeavor to alert CLIENT to any matter of which GOLDER becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which GOLDER believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise comply with applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard GOLDER's recommendations in these respects, (i) GOLDER shall determine in its sole judgment if it has a duty to notify public officials, and (ii) GOLDER has the right immediately to terminate this Agreement upon written notice to the CLIENT and without penalty.

16. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

A. Prior to commencing the Services and as part of Project Information defined in Article 10, Data and Information, CLIENT shall furnish to GOLDER all documents and information known to CLIENT that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. GOLDER may rely on such information and documents. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed GOLDER.

B. CLIENT acknowledges that if unanticipated hazardous materials or suspected hazardous materials are discovered on the project site property or on properties surrounding or adjacent to such site, it is CLIENT's responsibility, and not GOLDER's, to inform the owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against GOLDER and agrees to defend, indemnify and hold harmless GOLDER from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on the project property site or on surrounding property, whether or not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which GOLDER shall be fairly compensated.

17. TERMINATION

Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, GOLDER shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. GOLDER may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of GOLDER in completing such analyses, records and reports.

18. DISPUTES

A. All disputes, claims, and causes one party makes against the other, at law or otherwise, including third party or "pass-through" claims for indemnification and/or contribution, which amount to a claim of more than \$50,000 shall be initiated, determined, and resolved by arbitration in accordance with the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, any claims by GOLDER against CLIENT involving failure to make payment pursuant to Article 2, Invoices and Payment Terms, as well as an alleged misappropriation or misuse of GOLDER's Intellectual Property or Confidential Information may be resolved through any legal or equitable means or any form of alternative dispute resolution.

B. In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim.

19 INTELLECTUAL PROPERTY

A. If the Services require GOLDER to provide CLIENT with the right to use or access proprietary GOLDER software, programs, information management solutions, hosting services, technology, information or data ("GOLDER Products"), GOLDER grants CLIENT during the term of the project a non-exclusive, non-transferable, non-assignable license to use the GOLDER Products for CLIENT's internal purposes, solely in connection with the Services. Except for this limited license, GOLDER expressly reserves all other rights in and to the GOLDER Products.

B. GOLDER's Right to Use CLIENT Materials - If the Services require CLIENT to provide GOLDER with the right to use or access proprietary CLIENT software, programs, technology, information or data ("CLIENT Products"), CLIENT grants GOLDER a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the CLIENT Product as necessary to provide CLIENT with Services.

C. Intellectual Property General - GOLDER shall own all Intellectual Property (as hereinafter defined) associated with the Services and the GOLDER Products, together with any modifications, updates or enhancements to said Intellectual Property. GOLDER grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to GOLDER any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in CLIENT. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. GOLDER may use and publish the CLIENT's name and give a general description of the Services rendered by GOLDER for the purpose of informing other clients and potential clients of GOLDER's experience and qualifications.

D. GOLDER shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others; provided, however, reasonable efforts of GOLDER shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If GOLDER performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless GOLDER and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

20. INFORMATION MANAGEMENT

A. CLIENT acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, GOLDER's hardcopy shall prevail.

B. Some GOLDER Products may be offered to CLIENT via the Internet and some GOLDER Products may utilize wireless radio communications. Atmospheric, meteorological, topographical and other conditions can affect the performance of any wireless device, software or technology (including, but not limited to information management solutions, hosting services, ftp and extranet services), just as application size, traffic, bottlenecks and other conditions can affect Internet access and upload and download speeds. CLIENT acknowledges that these types of conditions and other similar conditions are beyond the reasonable control of GOLDER and that GOLDER makes no

representations or guarantees that CLIENT will be able to access any particular GOLDER Product at any given time without any error or interruption.

21. MISCELLANEOUS

A. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.

B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

C. CLIENT acknowledges and agrees that GOLDER can retain subconsultants, who may be affiliated with GOLDER, to provide Services for the benefit of GOLDER. GOLDER will be responsible to CLIENT for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 7 Limitation of Liability. CLIENT agrees that it will only assert claims against and seek to recover losses, damages or other liabilities from GOLDER and not GOLDER's affiliated companies. To the maximum extent allowed by law, CLIENT acknowledges and agrees it will not have any legal recourse, and waives any expense, loss, claim, demand, or cause of action, against GOLDER's affiliated companies, and their employees, agents, officers and directors.

D. No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.

E. All representations and obligations (including without limitation the obligation of CLIENT to indemnify GOLDER in Article 6 and the Limitation of Liability in Article 7) shall survive indefinitely the termination of the Agreement. CLIENT acknowledges that it may not use GOLDER's name or any reference to the Services in any press release or public document without the express, written consent of GOLDER.

F. Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.

G. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of Georgia unless the law of another jurisdiction must apply for this Agreement to be enforceable.

H. All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via facsimile machine, e-mail, regular mail, hand delivery or express courier addressed to CLIENT or GOLDER, as the case may be, at the addressee set forth in the Proposal Acceptance Form in regard to the CLIENT, and as listed on the Proposal in regard to GOLDER, with postage thereon fully prepaid if sent by mail or express courier.

I. CLIENT represents and warrants that the individual signing the Proposal Acceptance Form is an authorized representative of CLIENT and has authority to bind the CLIENT.