

Cost Segregation Engagement – Terms & Conditions

ATTACHMENT “A”

DOCUMENT CHECKLIST

To perform the Cost Segregation Study in a timely and efficient manner, the client should be prepared to provide several documents. At a minimum the following documentation will be required:

1. Invoices, project quotes or plans and specifications for all landscaping, structural and interior work that may have been performed on the Property. Especially critical are invoices or spreadsheets for work that may have been completed that was capitalized as leasehold improvements and not expensed.
2. Site Plans, specifications and construction drawings
3. Leasehold improvement cost documentation, contracts, contractor pay requests and change orders
4. Furniture, fixtures and equipment purchase records
5. Real estate assessment reports, engineering survey reports
6. Property tax assessment records (if required)
7. Accounting records documenting total project cost

If work was completed for which no documentation is available, it will be necessary to calculate the cost of the work performed using an accurate description of the work. A series of calculations can be performed to determine the cost of these projects. Where the estimated cost of these types of projects will contribute amounts less than \$1,000 of capital, such costs will not be included in the study.

ATTACHMENT "B"

TERMS AND CONDITIONS

1. Services: Consultant shall perform the "Services" described in the Proposal. No warranty, express or implied, is made or intended by this Proposal or by Consultant's oral or written reports. Consultant's approach, recommendations, and associated cost estimates, if any, are based on industry practices and averages. All client-supplied information, which is provided to CONSULTANT by the Client, owners or third parties, is assumed by Consultant to be correct and complete. Professional opinions are rendered with respect to observations made and data obtained at the time of Services.
2. Billings, Payment and Credit: The Client shall pay Consultant for the Services performed in accordance with the fees set forth in the Proposal. Invoices shall be submitted in accordance with the proposal and are payable in full upon receipt. If the Services are canceled or placed on hold at the request of the Client, Consultant may invoice the Client for Services rendered or expenses (including travel and lodging expenses) incurred on or prior to the date of interruption. In addition, if the potential financial condition of the Client were to change due to lawsuit, bankruptcy, or other significant incidents, or if Consultant were to become aware of such a change, during the time frame of performing the Services, Consultant reserves the right to cancel or modify the payment terms of this contract. If Consultant does not receive payment in full within thirty (30) calendar days of the date of the invoice, the account shall be deemed delinquent upon written notice to the client. 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). If a delinquency occurs, Consultant may, at its option (and without relieving the Client from its payment obligation), revoke and disclaim the Client's right to rely on any report delivered pursuant to the Proposal, until payment in full is made. The Client shall be liable to Consultant for all costs and expenses of collection, including reasonable attorneys and paralegal fees, and court costs. Consultant'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 Consultant from the future exercise of such rights or remedies. If a third party is accepting the Proposal as agent for the Client, such third party represents and warrants to Consultant that it is duly authorized to bind the Client to the terms of the Proposal and guarantees payment for services.
3. Reliance; Assignment: Consultant's Service to defend CSS: Other than Client, Client's CPA and any governmental entities, no other person or entity may rely on the report without the express written consent of Consultant. Except as described above, the Client shall not assign the Proposal, any report or any related work product, without the prior written consent of Consultant. Any unauthorized reuse or redistribution of Consultant's work product or reports shall be at the Client and recipient's sole risk, without liability to Consultant. In the event of a challenge by a governmental agency of the report or opinions or conclusions stated therein, Consultant shall, at no additional charge to client, provide services to client to defend the report and the opinions and conclusions stated therein, including but not limited to giving expert testimony in legal proceedings.
4. Changes or Modifications in Scope of Engagement: Should the scope of the engagement change, CORE will prepare a Change Order letter outlining the necessary changes and the modification of fees. CORE will not proceed with the modified scope without your prior approval. Fee increases resulting from Change Orders will be billed as noted in the attached engagement letter and are due upon receipt.
5. Right of Entry; Force Majeure: The Client shall arrange for the right of entry to the subject Property by Consultant, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing all acts as may be reasonably necessary to perform the Services within the agreed scope of work. Consultant's ability to comply with the schedule for performance described in the Proposal is contingent upon timely Site access. Consultant shall not be responsible for damages or delays in performance caused by force majeure, acts of God, events beyond the control of CONSULTANT, or events that could not have been reasonably foreseen and prevented.

6. Documents: All reports, field notes, calculations, estimates and other documents, data or information prepared by or on behalf of Consultant in connection with the performance of its Service (collectively, "Documents"), shall remain the sole property of Consultant except that the reports produced as part of the Services shall become the property of the Client. All Documents prepared by Consultant for the Client with respect to any property shall be used solely for the intended purposes described in the Proposal, and solely with respect to the Property. Unless otherwise agreed, Consultant shall retain all Documents for five (5) years following submission of Consultant's final report to the Client. Documents shall be made available to the Client upon written request and upon reasonable notice, and Consultant shall furnish copies to the Client upon payment to Consultant by the Client of the cost of reproduction and related expenses. In its sole discretion and without prior notice to the Client. Client is responsible for retaining original documents as may be necessary to justify reported revenues, expense, etc.
7. Client Representation: All Client-supplied information is to Client's best knowledge and belief, correct and complete. Consultant will not audit or otherwise verify the information provided by Client or third parties. This engagement cannot be relied upon to disclose errors and irregularities, including fraud or misappropriation of assets that may exist. However, Consultant will inform Client of irregularities that come to its attention, unless they are inconsequential.
8. Indemnification: Client agrees to and does hereby indemnify, save and hold harmless Consultant, its officers, and directors, employees, agents, partners, successors and assigns from and against any and all claims, liabilities, injuries, damages, lawsuits, costs or expenses (including attorney's fees), of whatever kind and nature, arising out of or in connection with any false or materially inaccurate representations or documents provided by Client or its officers, directors, employees or agents, except if the information was given by client in good faith. In no event will client be responsible for cost or expenses incurred by Consultant in defending it's reports, opinions and conclusions. Consultant will use its best judgment in applying tax, accounting, or other rules applicable to Services. In the event that there are conflicting, reasonable interpretations of the rules, Consultant will advise Client and/or Client's CPA of potential strategies. Should Client elect strategies contrary to Consultant's recommendations that result in additional taxes, penalties, fines, interest or any other damages, Consultant will assume no responsibility for such costs.
9. Confidentiality: Consultant shall not disclose information regarding the Proposal, the Services or any Documents, and any information provided by client except to the Client, third parties designated by the Client or as required by law. Provided, however, that in the event of a motion to quash or other contest by client regarding attempt by any third party to discover or compel the production of the information. Consultant shall not disclose the information until ordered to do so by the appropriate court or tribunal with jurisdiction over the matter.
10. Miscellaneous: Consultant is an independent contractor of the Client, and not the Client's agent. In the event that a dispute arises at any time between Consultant and Client that cannot be resolved through discussion, Client agrees to submit to binding arbitration under the commercial arbitration rules of the American Arbitration Association. Neither Client nor Consultant may claim or receive any amount defined as punitive, exemplary, or consequential damages. The arbitrator shall award the winning party in the dispute its reasonable costs, expenses, and attorney fees. The decision of the arbitrator shall be binding on both Consultant and Client. However, if a claim has been made or is anticipated to be made by a third party relating to these services, and that third party does not agree to arbitration, Consultant or Client can elect not to arbitrate so that all claims maybe decided in one forum. Consultant's maximum liability from any disputed matter or legal action is limited or in the absence of Consultant's negligence or willful misconduct, to the fee that it received from this engagement with Client plus interest computed at one and one half percent per month on the unpaid balance.
11. Cancellation: In the event that you elect to cancel this engagement prior to the completion of the CSS, Client agrees to reimburse Consultant at the rate of \$150 per hour plus expenses provided. The resulting fee shall not exceed that portion of the total fixed fee computed by dividing the number of hours expended by Consultant by the total number of hours that would have been expended to complete the engagement and multiplying the resulting quotient by the total fixed fee.