



May 27, 2021

H3D LLC (“Owner”)
Attn: Hoa Hoang
7929 E Mercer Way
Mercer Island, WA 98040

Re: Proposal for Critical Area Services – Parcel #3024059176

Wetland Resources, Inc. (“Contractor”) agrees to the following scope of work (the “Work”) for the 0.70-acre site located at 7929 E Mercer Way in the city Mercer Island, WA.

Scope of Work

1. Conduct a Field Delineation
2. Prepare a Critical Area Study

The above scope of work does not include mitigation planning and/or a professional survey of flags. If additional services are deemed necessary, another proposal will be drafted.

Fees

Wetland Resources, Inc. charges \$180.00 per hour for a Principal, \$150.00 per hour for a Senior, \$140.00 per hour for an Associate, and \$80.00 per hour for a Technician. We estimate the total cost related to the aforementioned scope of services to be \$5,550.00. **We require a retainer of \$2,775.00 to begin work on this project.** We will not exceed this estimate without prior approval.

Payment Terms

Progress invoices are released monthly with net payment due within 30 days of receipt. We will supply you with a draft copy of document(s) for your review and comments along with a final invoice. Document(s) will not be finalized or signed until full payment of any balance due has been collected. If this account is sent to collections, the Owner will pay reasonable attorney fees and costs of collection, whether or not a lawsuit is commenced.

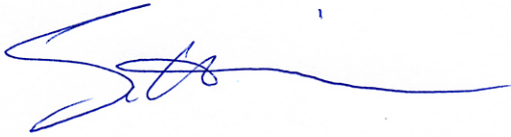
Standard of Care, Limitation of Liability, Hold Harmless

The Work provided in accordance with this Agreement will conform to the prevailing standard of care employed by wetland ecologists in Washington at this time. No other warranty is made concerning the Work or the documents generated in accordance with this Agreement. Any other warranty or representation regarding the Work, whether expressed or implied, is hereby disclaimed. No employee or agent of the Contractor has the authority to make warranties or representations regarding the Work that are different than stated in this Agreement. With regard to any claim or liability of Contractor arising out of or relating to this Agreement or the Work, it is

agreed that the maximum claim is limited to refund of the portion of our fee which has been paid, plus an amount equal to our total fee estimate. It is understood and acknowledged that our fees are quoted and negotiated based on our reliance on this liability limitation, which is therefore a material part of this Agreement. The Owner agrees to indemnify, defend and hold harmless the Contractor for any claims, lawsuits or liability arising out of or relating to this Agreement or the Work, except to the extent arising from the negligence or breach of this Agreement by the Contractor.

If you approve of this Agreement, please sign, date, and return a copy along with the prepayment in the amount stated above. This Agreement will be honored if executed and delivered back to the Contractor within 30 days from the date of this Agreement, after which it will be null and void. We will schedule work for this project upon receipt of the signed Agreement. We look forward to working with you on this project.

Wetland Resources, Inc.



Scott Brainard, Principal

Agreed to:

_____ Date: _____
Signature of Authorized Agent for Owner

Agent's Printed Name and Title