

LIMITATIONS

1. Our report does not present scientific certainties, but rather our professional opinions on the data obtained through our assessment. Our report was prepared for the exclusive benefit of our client and its mortgage lender. Reliance upon the report and its conclusions is not made to third parties or future property owners. We would be pleased to discuss extension of reliance to third parties through execution of a written contract with such parties.
2. The observations presented in this report were made under the conditions described herein. The conclusions presented in this report were based solely upon the services described in the report and not on scientific tasks or procedures beyond the scope of the project or the time and budgetary constraints imposed by the client. The work described in this report was carried out in accordance with the contract Terms and Conditions.
3. In preparing the report, O'Reilly, Talbot, Okun & Associates, Inc. relied on certain information provided by state and local officials and other parties referenced herein, and on information contained in prior site reports. Although there may have been some degree of overlap in the information provided by these sources, O'Reilly, Talbot, Okun & Associates, Inc. did not attempt to independently verify the accuracy or completeness of all information reviewed or received during the course of this assessment.
4. Observations were made of the site and of the structures on the site, as indicated within the report. Where access to portions of the site or to structures on the site was unavailable or limited, we render no opinion as to the presence of hazardous materials or oil, or to the presence of indirect information relating to hazardous materials or oil in that portion of the site. In addition, we render no opinion as to the presence of hazardous materials or oil, where direct observations of portions of the site were obstructed by objects or coverings on or over these surfaces.
5. Unless otherwise specified in the Report, we did not perform testing or analyses to determine the presence or concentration of asbestos at the site or in the environment at the site.
6. The purpose of this Report was to assess the physical characteristics of the subject site with respect to the presence of hazardous material or oil in soil or groundwater at the site. No specific attempt was made to check on the compliance of present or past owners or operators of the site with federal, state, or local laws and regulations, environmental or otherwise.

TERMS & CONDITIONS OF ENGAGEMENT

THESE TERMS AND CONDITIONS AND THE "PROPOSAL" DATE OCTOBER 5, 2006, SUBMITTED BY O'REILLY, TALBOT & OKUN ASSOCIATES, INC. ("COMPANY") TO WESTFIELD COMMUNITY DEVELOPMENT CORP. ("CLIENT"), MAKE UP THE "AGREEMENT" BETWEEN CLIENT AND THE COMPANY.

1. SERVICES AND STANDARD OF CARE: THE SERVICES REFERENCED IN OUR PROPOSAL DATED OCTOBER 5, 2006 WILL BE PERFORMED FOR THE EXCLUSIVE USE OF CLIENT. SERVICES PERFORMED BY COMPANY UNDER THIS AGREEMENT WILL BE CONDUCTED IN A MANNER CONSISTENT WITH THAT LEVEL OF CARE AND SKILL ORDINARILY EXERCISED BY MEMBERS OF THE PROFESSION CURRENTLY PRACTICING IN THE SAME LOCALITY UNDER SIMILAR CONDITIONS. NO OTHER REPRESENTATION, EXPRESSED, OR IMPLIED, AND NO WARRANTY OR GUARANTY IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DOCUMENT, OR OTHERWISE.
2. GOVERNING LAW; SEVERABILITY: THIS AGREEMENT SHALL BE GOVERNED AND ENFORCEABLE IN ACCORDANCE WITH THE LAWS OF MASSACHUSETTS. ANY ELEMENT OF THIS AGREEMENT LATER HELD TO VIOLATE A LAW OR REGULATION SHALL BE DEEMED VOID, AND ALL REMAINING PROVISIONS SHALL CONTINUE IN FORCE.
3. ASSIGNMENT: NEITHER PARTY TO THIS AGREEMENT SHALL ASSIGN ITS DUTIES AND OBLIGATIONS HEREUNDER WITHOUT PRIOR WRITTEN CONSENT OF THE OTHER PARTY, EXCEPT THAT COMPANY MAY USE THE SERVICES OF PERSONS AND ENTITIES NOT IN ITS EMPLOY, WHEN IT IS NECESSARY OR COMPANY DEEMS APPROPRIATE. SUCH PERSONS AND ENTITIES MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO; SURVEYORS, SPECIALTY CONSULTANTS, DRILLING CONTRACTORS, AND TESTING LABORATORIES.
4. TERMINATION: CLIENT MAY TERMINATE THIS AGREEMENT WITHOUT PENALTY UPON SEVEN (7) CALENDAR DAYS WRITTEN NOTICE TO COMPANY, PROVIDED, THAT CLIENT SHALL BE OBLIGATED PURSUANT TO THE TERMS HEREOF FOR ALL SERVICES PERFORMED AND OBLIGATIONS INCURRED BY COMPANY ON CLIENT'S BEHALF AS OF THE EFFECTIVE DATE OF TERMINATION. SUCH SERVICES SHALL INCLUDE THOSE RENDERED UP TO THE DATE OF TERMINATION, AS WELL AS THOSE REASONABLE COSTS ASSOCIATED WITH THE TERMINATION ITSELF, SUCH AS DEMOBILIZATION. COMPANY MAY TERMINATE THIS AGREEMENT UPON SEVEN (7) CALENDAR DAYS WRITTEN NOTICE TO CLIENT OF NON-PAYMENT OF INVOICES WITHIN THE THIRTY (30) DAY PERIOD DESCRIBED IN ARTICLE 5 OF THIS AGREEMENT. IN THE EVENT OF TERMINATION FOR NON-PAYMENT OF INVOICES, CLIENT WILL BE RESPONSIBLE FOR ALL REASONABLE TERMINATION COSTS INCURRED BY COMPANY.
5. PAYMENT: PAYMENT IS DUE UPON INVOICE PRESENTATION AND NO LATER THAN THIRTY (30) DAYS FROM INVOICE DATE. THE UNPAID BALANCE AFTER 30 DAYS WILL BE SUBJECT TO A FINANCE CHARGE OF 1-1/2 PERCENT PER MONTH, OR THE MAXIMUM LAWFUL ANNUAL INTEREST RATE, WHICHEVER IS LESS. ANY OBJECTION TO AN INVOICE MUST BE MADE BY CLIENT, IN WRITING, WITHIN 10 DAYS OF THE MAILING DATE OF INVOICE OR THE OBJECTION WILL BE WAIVED. THE UNPAID

BALANCE AFTER 90 DAYS WILL BE SUBJECT TO COLLECTION CHARGES WHICH WILL INCLUDE REASONABLE ATTORNEY'S FEES, COURT COSTS, COMPANY EXPENSES AND PROFESSIONAL TIME AT STANDARD RATES SPENT IN CONNECTION WITH A COLLECTION ACTION.

6. ESCALATION: IF THE SERVICES DESCRIBED IN THE PROPOSAL REQUIRE LONGER THAN 12 MONTHS TO COMPLETE, THEN THE COMPANY SHALL HAVE THE OPTION TO INCREASE THE PROJECT FEE SO AS TO COMPENSATE FOR ITS INCREASED COSTS DURING THE TERM OF THE PROJECT ON OR AFTER THE PROPOSAL'S ANNIVERSARY DATE. THE INCREASE IN FEE WILL BE AFFECTED BY THE SUBSTITUTION OF THE COMPANY'S THEN CURRENT STANDARD FEE SCHEDULE IN PLACE OF THE FEE SCHEDULE ORIGINALLY INCLUDED WITH THE PROPOSAL. ONLY THE PREVIOUSLY UNBILLED PORTION OF THE FEE WILL BE MODIFIED BY THE ESCALATION. THE COMPANY'S OPTION UNDER THIS SECTION MAY BE EXERCISED ON EACH SUBSEQUENT ANNIVERSARY OF THE PROPOSAL DATE UNTIL THE APPLICABLE SERVICES ARE COMPLETED.
7. RIGHT OF ENTRY: CLIENT SHALL PROVIDE TO COMPANY, AND ITS SUBCONTRACTORS, ACCESS TO ANY SITE NECESSARY TO PERFORM THE SCOPE OF SERVICES INCLUDED HEREUNDER. CLIENT UNDERSTANDS THAT CERTAIN TASKS, SUCH AS FIELD EXPLORATIONS, MAY CAUSE DAMAGE. THE COMPANY SHALL BE RESPONSIBLE FOR SUCH DAMAGE TO THE EXTENT CAUSED BY OUR NEGLIGENT ACTS.
8. UNDERGROUND STRUCTURES: IF SUBSURFACE EXPLORATIONS ARE PERFORMED, COMPANY WILL CONTACT THE APPROPRIATE GOVERNMENT OR PRIVATE AGENCY WHICH LOCATES SUBSURFACE UTILITIES. CLIENT WILL PROVIDE COMPANY WITH ALL PLANS AND OTHER INFORMATION IN CLIENT'S POSSESSION OR CONTROL CONCERNING SITE UNDERGROUND STRUCTURES. ON SITES NOT OWNED BY CLIENT, WE WILL REQUEST UTILITY LOCATIONS AND OTHER PLANS FROM THE SITE OWNER OR OTHER PERSON(S) DESIGNATED BY CLIENT. CLIENT AGREES TO ACCEPT THE RISKS OF DAMAGE AND LOSS ASSOCIATED WITH REPAIR OR RESTORATION OF ANY IMPROVEMENTS NOT LOCATED ON PLANS AND OR IDENTIFIED IN INFORMATION PROVIDED TO COMPANY.
9. SAMPLES/MANIFEST: UNLESS OTHERWISE REQUESTED IN WRITING, COMPANY MAY DISPOSE OF ALL SOIL, ROCK, WATER AND ALL OTHER SAMPLES THIRTY (30) DAYS AFTER COMPANY SUBMITS ITS FINAL REPORT FOR THE SERVICES DESCRIBED IN THIS AGREEMENT. UNLESS OTHERWISE INDICATED, COSTS ASSOCIATED WITH TESTING, STORAGE AND DISPOSAL OF ANY SAMPLES WHICH COULD BE CONSIDERED HAZARDOUS UNDER STATE OR FEDERAL LAW OR REGULATIONS HAVE NOT BEEN INCLUDED IN COST ESTIMATES PROVIDED TO CLIENT. ARRANGEMENTS FOR TRANSPORT, TREATMENT, STORAGE, AND DISPOSAL (INCLUDING SAMPLES NOT SO REMOVED), WILL BE MADE BY CLIENT, AT CLIENT'S EXPENSE.
10. FIELD OBSERVATION SERVICES: COMPANY'S SERVICES WILL NOT INCLUDE THE DIRECTION OR SUPERVISION OF A CONTRACTOR OR SUBCONTRACTOR OTHER THAN THOSE CONTRACTED DIRECTLY BY COMPANY. OUR SERVICES DO NOT INCLUDE RESPONSIBILITY FOR HEALTH AND SAFETY PRACTICES PERFORMED BY OTHERS ON THE SITE.

11. OWNERSHIP OF DOCUMENTS: ALL REPORTS, BORING LOGS, FIELD DATA, FIELD NOTES, LABORATORY TEST DATA, CALCULATIONS, ESTIMATES, AND OTHER DOCUMENTS PREPARED BY COMPANY AS INSTRUMENTS OF SERVICE SHALL REMAIN THE SOLE PROPERTY OF COMPANY. COMPANY SHALL RETAIN RECORDS FOR A PERIOD OF THREE YEARS. AT CLIENT'S REQUEST, COMPANY WILL PROVIDE REASONABLE ACCESS OR COPIES OF SUCH DOCUMENTS. REPRODUCTION COSTS WILL BE AT CLIENT'S EXPENSE.
12. DISCLOSURE OF INFORMATION: CLIENT WILL INFORM COMPANY OF ALL INFORMATION IN CLIENT'S POSSESSION OR CONTROL RELEVANT TO THE PERFORMANCE OF COMPANY'S SERVICES. THIS INFORMATION INCLUDES, BUT IS NOT LIMITED TO ALL PRIOR SITE REPORTS, WASTE DISPOSAL MANIFESTS, PERMITS, AND ANALYTICAL DATA. CLIENT WILL INDEMNIFY, DEFEND, AND HOLD COMPANY HARMLESS OF AND FROM ALL LOSS OR DAMAGE RESULTING FROM ANY CLAIM THAT ARISES, IN WHOLE OR IN PART, AS A RESULT OF INFORMATION CLIENT FAILS TO DISCLOSE TO COMPANY.
13. THIRD PARTY RIGHTS: UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT, THE AGREEMENT SHALL NOT CREATE ANY RIGHTS OR BENEFITS TO PARTIES OTHER THAN CLIENT AND COMPANY.
14. LIMITATION OF PROFESSIONAL LIABILITY: CLIENT AGREES TO LIMIT COMPANY'S LIABILITY TO CLIENT AND ALL THIRD PARTIES ARISING FROM COMPANY'S PROFESSIONAL ACTS, ERRORS, AND OMISSIONS, SUCH THAT THE AGGREGATE LIABILITY OF COMPANY AND ITS EMPLOYEES, AND PERSONS OR ENTITIES ACTING ON COMPANY'S BEHALF SHALL NOT EXCEED \$ 50,000 OR COMPANY'S TOTAL FEE FOR SERVICES UNDER THIS AGREEMENT, WHICHEVER IS GREATER. COMPANY MAY, UPON CLIENT'S WRITTEN REQUEST, AGREE TO INCREASE THE ABOVE LIMIT OF COMPANY'S PROFESSIONAL LIABILITY IN CONSIDERATION OF PAYMENT BY CLIENT OF ADDITIONAL MONETARY AND OTHER CONSIDERATION.
15. LICENSED SITE PROFESSIONAL SERVICES: IN CONDUCTING CERTAIN ENVIRONMENTAL SERVICES, COMPANY EMPLOYEES MAY ACT IN THEIR CAPACITY AS REGISTERED LICENSED SITE PROFESSIONALS (LSPs), IN ACCORDANCE WITH THE MASSACHUSETTS CONTINGENCY PLAN (MCP). CLIENT ACKNOWLEDGES THAT IN PERFORMING THESE SERVICES THE COMPANY, THROUGH ITS LSPs, IS BOUND BY STATE LAW TO MEET THE REQUIREMENTS OF THE MCP. CLIENT FURTHER ACKNOWLEDGES THAT THE COMPANY'S DUTY TO COMPLY WITH STATE LAW MAY IN SOME INSTANCES CONFLICT WITH CLIENT INTERESTS; IN THESE CASES THE COMPANY WILL SEEK TO COMPLY WITH THE LAW.

THE MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) CONDUCTS RANDOM AND TARGETED COMPLIANCE AUDITS OF RESPONSE ACTIONS UNDER THE MCP, AND IN ADDITION INTENDS TO AUDIT ALL RESPONSE ACTIONS WHICH INCLUDE ACTIVITY AND USE LIMITATIONS (AULS). CLIENT ACKNOWLEDGES THAT CLIENT IS RESPONSIBLE FOR ALL COSTS ARISING OUT OF COMPANY'S ACTIONS TO COMPLY WITH DEP REQUESTS DURING AN AUDIT, INCLUDING COMPANY'S FEES FOR TIME AND MATERIALS USED IN PREPARING RESPONSES. THESE COSTS ARE NOT INCLUDED IN COMPANY'S CURRENT BUDGET FOR THIS PROPOSAL, UNLESS THE PROPOSAL SPECIFICALLY STATES OTHERWISE.