AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES

This Agreement for Professional Environmental Services ("Agreement") made and entered into on June 3, 2020, by and between Ronald Rawland (hereinafter referred to as "Client") mailing address: 137 Chatfield Cove Drive, Mooresville, NC 28117, phone (847)-387-7671, email: ron@Rawald.com and AGRI-WASTE TECHNOLOGY, INC., a North Carolina corporation, having its principal place of business located at: 501 N. Salem St., Suite 203, Apex, NC 27502; phone: (919) 859-0669; (hereinafter referred to as "AWT").

RECITALS:

WHEREAS, Client is desirous of entering into a contract with AWT and AWT is desirous of entering into a contract with Client to perform professional environmental services (the "Services") for a property or facility located at various client sites covering the whole United States and foreign countries ("Site"), upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, AWT is engaged in the business of providing such professional environmental services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for such other good and valuable consideration, the receipt and adequacy of which are hereby admitted and acknowledged, the parties hereto agree as follows:

1.0 Retention of Professional Services.

AWT shall perform the Services specified in Attachment A to this Agreement, which is incorporated herein by reference. The Services shall be performed as described in Attachment A, and in accordance with the terms of this Agreement.

2.0 Term.

The term of this Agreement shall commence as of the date of this Agreement and continue from time to time thereafter, subject to a right of the parties to terminate such Agreement as provided in Section 14.0 herein.

3.0 Compensation.

3.1 AWT shall receive compensation and Client shall pay AWT for the Services and expenses incurred in accordance with the payment schedule specified in Attachment B, which is incorporated herein by reference. Each invoice, on presentation, is due and payable by Client. Invoices are past due after 30 days. Past due amounts are subject to a service charge of one and a half percent per month (18 percent per annum) on the outstanding balance. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client.

3.2 The terms of this Agreement do not in any way relieve Client from the obligation to pay for services rendered for Client by AWT under another agreement or any additional services as specifically authorized by Client in excess of those stated in this Agreement.

3.3 The Client's obligation to pay for the Services contracted for is in no way dependent upon the Client's ability to obtain financing.

3.4 Unless specified otherwise, all payments received from Client shall be applied to the most outstanding account balance.

4.0 Warranties of AWT.

AWT represents and warrants as follows:

4.1 That AWT has full right and power to enter into and fully perform this Agreement.

4.2 That AWT is or intends to be engaged in like or similar Agreements with other parties.

4.3 That AWT will perform the Services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or similar locality as the Project.

4.4 That each of the AWT personnel assigned to undertake the Services under this Agreement is professionally qualified to undertake such Services, and has received all applicable and appropriate certifications and licenses required to perform such Services.

4.5 That AWT will provide supervisory and other appropriate personnel with adequate experience with planning and engineering services to make professional judgements concerning the adequacy of the Services.

4.6 That AWT will, to the maximum extent reasonably possible, make all efforts to ensure the continuity of AWT personnel assigned to this project.

5.0 Warranties of Client.

Client represents and warrants as follows:

5.1 That Client has full right and power to enter into and fully perform this Agreement.

5.2 That all information provided by Client to AWT regarding the Site and Services are complete and accurate to the best of Client's knowledge.

5.3 That Client owns or controls the Site, or has otherwise been granted access to the Site by the party that owns or controls the Site. If Client owns or controls the Site, Client agrees to furnish AWT and its agents and subcontractors a right-of-entry onto the Site and permission to perform the Services. If the Site is not owned or controlled by Client, Client represents and warrants that it has fully disclosed to AWT the conditions imposed on access to the Site by the party which owns or controls the Site.

5.4 That AWT has fully described the risks and limitations associated with the Services, including the risks and limitations

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associated with the review of available records, visual inspections, and sampling and analytical techniques which AWT will use to perform the Services, and that Client fully understands such risks and limitations, and that Client has engaged AWT to undertake the services described herein with such understanding.

5.5 That sufficient funds are available or will be available upon receipt of AWT's invoice to make payment in full for the Services.

5.6 That neither AWT nor any of AWT's consultants or subcontractors has offered any fiduciary service to Client and no fiduciary responsibility shall be owed to Client by AWT or any of AWT's subconsultants or subcontractors, as a consequence of AWT's entering into this Agreement with Client.

6.0 Protection Against Disclosure of Confidential Information.

6.1 AWT shall not directly or indirectly disclose or use at any time, either during or subsequent to this Agreement, any secret or confidential information provided to AWT by Client during the term of this Agreement unless (a) such disclosure or use is authorized by this Agreement, (b) such information is otherwise publicly available, or (c) AWT receives written consent by Client to so disclose or use such information.

6.2 Disclosure by AWT of any confidential information to any party designated by Client to receive such information shall not constitute a breach of this Agreement.

7.0 Reports.

7.1 In connection with the performance of the Services, AWT shall deliver to Client, or to any other party which Client designates, one or more reports or other written documents reflecting the Services provided, the results of such Services and AWT's evaluation of the results of such Services.

7.2 All drafts and final versions of all reports and written documents delivered to Client are instruments reflecting the services provided by AWT pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement.

7.3 The Services, and any data, recommendations, proposals, reports, design criteria, and similar information provided by AWT to Client pursuant to this Agreement are provided for the exclusive use of Client regarding the Site, and are not to be used or relied upon in connection with other projects or by third parties. Computer disks, computer files or data on computers or disks are the property of AWT are not deliverable products or services, unless specifically identified in the attached Scope of Work.

8.0 Safety.

With respect to the performance of the Services, AWT shall take safety precautions required by federal, state and local laws, rules, regulations, statutes or ordinances. AWT shall abide Client's safety rules to the extent that Client informs AWT of such rules. If Client conducts activities at the Site at any time scheduled by AWT to undertake Services at the Site, AWT shall not be responsible for Site safety, and shall have neither the right nor the obligation to direct or stop the work of Client's contractors, agents, or employees.

9.0 Samples.

9.1 Unless otherwise requested, test specimens, or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, AWT will retain samples for a mutually acceptable storage charge and period of time.

9.2 In the event that samples contain or may contain Hazardous Substances, AWT shall, after completion of testing and at Client's expense, (a) return such samples to Client or project site, or (b) using a manifest signed by Client as a generator, have such samples transported to a location selected by Client for final disposal. For purposes of this Agreement, the term Hazardous Substances shall be defined as that term is defined by the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 (14). Client recognizes and agrees that AWT is acting as a bailee and at no time assumes title to said samples.

10.0 Title to Waste.

AWT shall not acquire any property interest in any materials containing Hazardous Substances that are removed from the Site by AWT or any subcontractor of AWT, or are in any way associated with Services at the Site performed by AWT or any subcontractor of AWT.

11.0 Project Site.

11.1 AWT will take reasonable precautions at the Site to minimize damage to the Site from the Services performed by AWT. Client recognizes that the performance of the Services may cause alteration or damage to the Site, and that such alteration or damage is inherent to the performance of the Services. Absent negligence for which AWT, it's agents or subcontractors is solely responsible, or an intentional act by AWT, it's agents or subcontractors beyond the scope of the Services, Client waives any right to seek reimbursement from AWT or otherwise to hold, or seek to hold, AWT liable or responsible for any such exclusive property of AWT.

11.2 If Client does not own the Site, Client agrees to notify the owner and any operators of the Site of the aforementioned possibility of unavoidable alteration and damage.

11.3 Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects relative to field tests or boring locations of which it knows or has reason to know.

11.4 AWT will not be liable for damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.) arising from the performance of AWT's services when the existence of such subterranean structures are known or reasonably should be known by Client

and are not called to AWT's attention by Client, or when the location of such subterranean structures is incorrectly shown or described in the information furnished to AWT.

12.0 Independent Contractor.

12.1. The parties acknowledge that nothing contained in this Agreement shall create an employer-employee, joint venture, agency, or other relationship between AWT and Client. The parties acknowledge that AWT is acting as an "independent contractor."

12.2. Neither party's employees or agents are authorized to represent the other party or to make commitments in any form whatsoever on behalf of the other party unless expressly authorized by this Agreement or in a separate writing signed by the other party.

13.0 Termination of Contract.

This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such notice shall specify a reasonable period of time to cure the alleged substantial failure to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been cured before expiration of the period specified in the written notice. In the event of termination, AWT shall be paid for Services performed to the termination date plus reasonable termination expenses.

14.0 Unforeseen Occurrences.

If during the performance of services hereunder, any unforeseen Hazardous Substance, conditions or occurrences are encountered which, in AWT's sole judgment, significantly affect or may affect the Services, the risk involved in providing the Services, or the recommended scope of Services, AWT will promptly stop that portion of the work and notify Client thereof. Subsequent to that notification, AWT may:

(A) If practicable, in AWT's sole judgment and with approval of Client, complete the original scope of Services in accordance with the procedures originally intended in the Proposal;

(B) Agree with Client to modify the scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or

(C) Terminate the services effective on the date of notification pursuant to the terms of Section 14.0 herein.

15.0 Force Majeure.

Should completion of any portion of the Services be delayed for causes beyond the control of, or without the fault or negligence of AWT, including force majeure, the time for performance shall be extended for a period equal to the delay and the parties shall mutually agree on the terms and conditions upon which the Services may be continued. Force majeure includes, but is not restricted to, acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of Client's contractors or Agents, fires, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and weather, which in AWT's sole judgment, may affect the services.

16.0 Indemnification.

16.1 Client agrees to indemnify and hold harmless AWT against all claims, suits, losses, and liabilities on account of injuries to, or death of persons (including employees of either party), or damage to property, in connection with or as a result of the performance of the Services undertaken pursuant to this Agreement except when such injuries, death, or property damage were the result of the sole negligence of AWT, or intentional act of AWT beyond the scope of the Services.

16.2 Client agrees to indemnify and hold harmless AWT from all claims, suits, losses, and property liability resulting from unusual subsurface conditions and from damage to subsurface structures owned by Client or third parties which occurs in the performance of the Services, whose nature, presence or locations were not revealed to AWT, and to reimburse AWT for expenses in connection with any such claims or suits, including attorney's fees. Unusual subsurface conditions, for the purpose of this paragraph, shall be determined to be subsurface conditions other than those which professional competent consultants using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same locality as the project, and relying on information provided by Client or available to the public through literature or record searches, and on its own specialized training and expertise, would reasonably expect to be present.

16.3 Absent negligence for which AWT, its agent or subcontractors is solely responsible, or an intentional act by AWT, its agents or subcontractors beyond the scope of the Services, Client agrees to indemnify, defend and hold harmless AWT against any claims by the owner or persons having possession of the Site other than Client which are related to alteration or damage at the Site due to the performance of the Services.

17.0 Insurance.

AWT shall maintain at its own expense the following insurance subject to normal industry exclusions: (1) Workmen's Compensation Insurance for statutory obligations impose by Workman's Compensation or occupational disease laws; (2) Employer's General Liability Insurance; (3) Comprehensive Automobile Liability Insurance; (4) Professional Liability Insurance; (5) Pollution Liability Insurance. Certificates can be issued upon request identifying details and limits of coverage. Client agrees that liability on behalf of AWT shall be limited and shall not exceed the contracted value of services as specified in Attachment B.

18.0 Service to be Performed by Others.

AWT has explained to Client that in AWT's professional opinion, the following services may be essential for the successful fulfillment of Client's project objectives. Client has informed AWT of Client's intent to have the services in question performed by another competent party: construction, construction inspection, laboratory testing, land surveying, architectural design or consultation.

19.0 Delegation And Assignment.

AWT may delegate, orally or in writing, the performance of the Services to be provided by AWT under this agreement. Any such delegation shall not relieve AWT of its responsibilities under this Agreement.

20.0 Attorneys' Fees.

In the event of any action brought by either party against the other arising out of this Agreement, or for the purposes of enforcing the Agreement or collection of any damages alleged to have resulted to one of the parties by reason of the breach or failure of performance of the other, the party prevailing in any such action shall be entitled to recover reasonable attorneys' fees and cost of suit as may be determined by the court.

21.0 Entire Agreement.

21.1 This Agreement, including all attachments and amendments to this Agreement, all proposals for services to be rendered by AWT, and other documents incorporated into the above by reference, represents the entire understanding and agreement between the parties hereto related to the Services and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same.

21.2 To the extent that any additional or different Terms or Conditions of this Agreement, the Terms and Conditions of this Agreement shall govern. No amendment or modifications to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

22.0 Modification of Agreement.

This Agreement may not be modified except in writing signed by the parties hereto.

23.0 Notice.

All notices required to be given hereunder shall be in writing and shall be deemed to be delivered if personally delivered or dispatched by certified or registered mail, return receipt requested, postage paid, addressed to the parties as follows:

Client:
Ronald Rawland
137 Chatfield Cove Drive
Mooresville, NC 28117

AWT:
Agri-Waste Technology, Inc.
Attn: Jeff Vaughan (President)
501 N. Salem Street, Suite 203
Apex, NC 27502

Notice shall be deemed given on the date that it is deposited in the mail in accordance with the foregoing. Any party may change the address to which to send notices by notifying the other party of such change of address in writing in accordance with the foregoing.

24.0 Paragraph Headings.

The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

25.0 Severability.

In the event that any of the terms of this Agreement are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify or impair in any manner whatsoever, any of the other terms, or the remaining portion of any term, held to be partially invalid or unenforceable.

26.0 Gender.

Whenever required by the context, the singular number shall include the plural number, the plural number shall include the singular number, the masculine gender shall include the neuter and feminine genders and vice versa.

27.0 Waiver.

The failure of AWT or Client at any time to demand strict performance by the other of any terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and

complete performance by the other of said terms, covenants or conditions.

28.0 Governing Law/Venue.

It is the intent of the parties hereto that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the provisions of the laws of the state of North Carolina, in such case made and provided. Venue, for the purposes of this Agreement, shall be considered the county of Wake and state of North Carolina.

29.0 Invalid Provision.

The invalidity or unenforceability of any other particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

30.0 Counterparts.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CLIENT:

Ronald Rawald
By: Sean Shalvoy
Title: Project Manager

AGRI-WASTE TECHNOLOGY, INC., a North Carolina Corporation:

Jeff Vaughan
Title: President

ATTACHMENT A

This attachment outlines the specific tasks to be performed by Agri-Waste Technology, Inc. during the term and under the conditions specified in that certain Agreement for Professional Services with Ronald Rawland dated June 3, 2020.

A. Services Provided

Annual on-site inspection of septic system. AWT shall perform the routine evaluation procedures as specified on the Subsurface Wastewater System Monitoring Report form and as required by Iredell County Health Department.

- 137 Chatfield Cove Drive, Mooresville NC 28117

Budget Estimate:

The owner shall pay AWT $175.00/year for the services specified above. The owner shall pay to AWT his normal and customary fees for any work performed on the system as a result of nonscheduled service or maintenance calls. All fees are due and payable within thirty (30) days of billing. Payments due AWT and unpaid by the Owner after thirty (30) days shall accrue interest from the due date until paid at a rate of 1.5 percent per month.

Jean Mahaney on Behalf of Ronald Rawland 6-4-2020
Client (Signature) Date

Jeff Vaughan 06-03-2020
President Date
Agri-Waste Technology, Inc.