

**Commercial Services Contract**

**Customer/Owner**  
**(General Contractor/**  
**Financially Responsible**  
**Party):** Olivia Evangelical  
 Presbyterian Church  
 (Authorized Signer: Vonnie  
 Crisco)

**Property Address:** 3363 Olivia Rd  
 Sandford, NC 27332

**Financially Responsible**  
**Party Address:** N/A  
 (if different)

**Contractor:**

**Vanterra Holdings, LLC DBA '58 Foundations**

*Mailing/Billing:*

205 W. Oklahoma Ave., Knoxville, TN 37917

*Local:*

106 Lines St

Thomasville, NC 27360

**Foundation  
 Specialist:**

Lucas Spong

**Job #:** PR1603923

**Date:** June 18, 2025

The parties indicated above enter into this Commercial Services Contract (this "**Contract**") as of the date indicated above to reflect their mutual agreement on the terms and conditions pursuant to which Contractor will perform certain structural repair and stabilization services and provide related labor and materials at the Property. Therefore, in consideration of the mutual promises set forth below and intending to be legally bound, the parties agree as follows:

**1. Services.**

**(a) Exhibits and Contract Documents.** The "**Contract Documents**" consist of this Contract and the other contract documents listed below that are attached as Exhibits, each of which is made a part of this Contract, subject to execution and delivery by the applicable parties of any such Contract Document that requires such execution and delivery in order to become effective against such party:

Exhibit 1 – Acknowledgment of Receipt of Contract

Exhibit 2 – Payment Schedule & Scope of Work

Exhibit 3 – Form of Change Order

Exhibit 4 – Form of Certificate of Satisfactory Completion

**(b) Scope of Work.** Contractor agrees to provide labor and materials and perform all work at the Property (collectively, the "**Work**") in accordance with the terms and conditions set forth in this Contract. The Work to be performed by Contractor is set forth in the Scope of Work attached as an annex to the Payment Schedule & Scope of Work attached as Exhibit 2 and signed by Owner and Contractor (the "**Scope of Work**"). Unless otherwise provided in a written change order signed by Owner and Contractor in substantially the form attached as Exhibit 3 (a "**Change Order**"), this Contract does not cover or require any Work or other services or materials not included in the Scope of Work.

**(c) Right to Subcontract.** Contractor may furnish any part of the labor, materials or Work through one or more subcontractors or agents without prior approval from Owner, provided that Contractor will remain responsible for such Work.

**(d) Change Orders.** Contractor shall not be obligated to make any changes in the Scope of Work, including any extras, modifications or deletions, or to accept any proposed changes requested by Owner, unless otherwise provided in a Change Order signed by Contractor and Owner, which shall set forth any related adjustments to the Contract Price (as defined in Section 2(a) below), payment schedule and Work schedule.

**Owner Initials** V.C.

**2. Price and Payment.**

**(a) Price and Payment Schedule.** Owner shall pay Contractor for the Work in the amounts (the "**Contract Price**") and on the payment schedule set forth in the Payment Schedule & Scope of Work attached as Exhibit 2, subject to any duly executed Change Orders. Owner shall during this Contract and for two (2) years thereafter maintain Contractor's rates in confidence and shall not disclose such rates to any third party, except to any insurance carrier or mortgage holder having a need to know or to a court, arbitrator or other tribunal or governmental authority in connection with Owner's enforcement of Owner's rights under this Contract or applicable law.

**(b) Invoices and Payment Terms.** Contractor will submit invoices to Owner in accordance with the payment schedule setting forth the total amounts due for the applicable Work performed, including any applicable taxes and third-party fees. Such invoices may include materials and equipment ordered by Contractor or delivered to the Property that are not yet incorporated into the Work. All invoices shall be due and payable in full within THIRTY (30) days from the date of invoice. If any amounts payable under this Contract are not paid when due, and in addition to any other rights or remedies available to Contractor at law or equity, (A) Owner shall pay Contractor a service charge on such overdue amounts until paid at a monthly rate equal to the lesser of 1.5% or the maximum amount permitted by applicable law, plus all costs and expenses incurred by Contractor to enforce its rights under this Contract, including reasonable attorneys' fees and expenses, and (B) Contractor will have the right to stop Work and may keep the job idle until all payments due are received. Any invoiced amounts for Work or materials that have been completed or delivered in accordance with this Contract shall not be subject to any set off or withholding by Owner on account of any other Work or materials or other invoiced amounts that may be subject to good faith dispute between the parties.

**(c) Insurance Proceeds.** Owner agrees to pay all amounts under this Contract when due even if the Work is covered by insurance or Owner is otherwise entitled to compensation or reimbursement from any other source. Collection of any such amounts is the responsibility of the Owner.

**3. Work Schedule and Completion.**

**(a) Estimated Start and Substantial Completion Dates.** Contractor shall commence work within 30 days after Contractor receives a fully executed copy of this Contract, the Statement of Work, and any other Contract Document that by its terms contemplates execution and delivery prior to commencement of Work, together with any initial advance payment of the Contract Price required pursuant to the payment schedule, as well as issuance of any required permits and/or licenses. The Work is estimated to be substantially completed approximately 40 days after commencement, subject to delays due to causes beyond Contractor's reasonable control or otherwise contemplated in this Contract. Owner acknowledges and agrees that the foregoing dates and any Work schedule set forth in the Contract Documents are estimates only and subject to such delays.

**(b) Concealed Property Conditions.** Should Contractor become actually aware of any concealed or unknown physical conditions that differ materially from those indicated in the Scope of Work or from those ordinarily encountered and generally recognized as inherent in projects substantially similar to the Work, then the Contract Price, payment schedule and Work schedule shall be equitably adjusted by Change Order. In addition to the foregoing, in the event any hazardous substances that are not expressly contemplated in the Scope of Work are identified by Contractor on the Property or within any property or materials relating to the Work, Contractor shall notify Owner and Work shall cease until the parties agree upon a method and means of disposal or containment and any equitable adjustments to the Contract Price and Work schedule pursuant to an agreed Change Order. A hazardous substance is any substance or material identified as hazardous to the environment or human health or safety under any federal, state or local law, rule or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing generation, handling, disposal or clean-up. Notwithstanding the foregoing, Contractor is not required or responsible to look for, test, or remove any hazardous substances from the Property unless expressly required under the Scope of Work, including any obligation with respect to lead-based paint or asbestos, which Owner acknowledges may be present on the Property.

**(c) Excusable Delay.** Contractor shall not be responsible for any delay or nonperformance caused by events, conditions or circumstances beyond Contractor's reasonable control, including those resulting from: delays by or failures of any governmental

Owner Initials V.C.

authorities or agents, insurance carriers, lenders, or other third parties to issue permits, perform inspections, provide approvals, or take other required actions; funding of loans or disbursement of insurance proceeds in a timely manner; acts or omissions of Owner, Owner's family members, employees, other contractors, service providers, suppliers, representatives or agents or third parties not under Contractor's control, including failure of Owner or any insurance carrier or other third party holding insurance proceeds to make payments when due hereunder; acts of God; stormy or inclement weather; strikes, lockouts, boycotts or other organized labor activities; change orders requested or required by any person other than Contractor or changes to the Scope of Work required by any governmental authorities or agents, insurance carriers, lenders, or other third parties or by changes in building codes or other laws or regulations; acts of terror, war, riots or civil commotion; shortages or unavailability of materials, supplies, labor or equipment through ordinary course channels; or concealed Property conditions or hazardous substances.

**(d) Termination Due to Delay.** In the event the parties cannot agree upon the terms of any change order required or requested under this Contract, or in the event that Contractor is unable to perform any material portion of the Work due to any reason contemplated under Section 3(c) for a period of at least ten (10) days, Contractor may in its discretion and upon written notice to Owner stop performing under this Contract or may terminate this Contract, and Owner will promptly pay Contractor any unpaid amounts for Work performed and material and labor furnished by or on behalf of Contractor through the effective date of such Work stoppage or Contract termination, and neither party will have any further obligations or liabilities hereunder except for obligations or liabilities arising from a breach of this Contract prior to such termination or which survive such termination by their own terms.

**(e) Final Acceptance.** Promptly after Contractor notifies Owner that the scope of work have been completed, Contractor and Owner will assess the completed Work, and if it is determined that all items have been completed in all material respects in accordance with this Contract ("**Satisfactory Completion**"), the parties shall execute and deliver a Certificate of Satisfactory Completion in substantially the form set forth as Exhibit 4 and any remaining portion of the Contract Price and other unpaid amounts due hereunder shall be due and payable.

#### **4. Owner's Responsibilities.**

**(a) Generally.** Owner is responsible for the following, at Owner's expense: supplying all water, gas, sewer, electrical, and other utilities required to perform the Work at the Property; providing Contractor and its subcontractors, employees and agents and their equipment access to the Property and the Work site during reasonable work day hours; coordinating the Work with any other contractors, subcontractors, service providers or suppliers who are not hired by Contractor; removing or otherwise protecting any personal property located on the Property and Work site; and otherwise preparing the Property and Work site for the Work. Owner agrees to fully cooperate with Contractor and its subcontractors, employees and agents as may be reasonably required to permit Contractor to perform the Work in accordance with this Contract and all applicable laws, rules and regulations, or as may be required by any insurance carrier, mortgage holder, governmental authority or agent, or other required third party.

**(b) Equipment and Tools.** Contractor may leave equipment and tools at the Property for part or all of the duration of the Work. Owner shall use reasonable efforts to prevent loss or damage to such equipment and tools and to prevent injuries or damage to persons or property. Owner shall be responsible for the full replacement cost of Contractor equipment and tools located at the Property if it is lost, stolen, or damaged beyond repair due to the acts or omissions of anyone other than Contractor or its subcontractors, employees or agents.

**5. Termination for Cause.** This Contract may be terminated by either party upon written notice to the other party if such other party is in breach of any material term of this Contract and fails to cure such breach within fifteen (15) days of receipt of written notice from the non-breaching party describing such breach in reasonable detail. If Owner is the breaching party, Contractor may stop Work until such breach is cured or this Contract is terminated. If this Contract is terminated by either party, then Owner will promptly pay Contractor any unpaid amounts for Work performed and material and labor furnished by or on behalf of Contractor through the effective date of such termination, and neither party will have any further obligations or liabilities hereunder except for obligations or liabilities arising from a breach of this Contract prior to such termination or which survive such termination by their own terms.

#### **6. Disclaimer; and Limitation of Liability.**

**(a) Disclaimer of Warranties; Exclusion of Damages.** OWNER ACKNOWLEDGES AND AGREES THAT THE WORK IS PROVIDED ON AN "AS IS" BASIS, AND CONTRACTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, CONCERNING OR WITH RESPECT TO

Owner Initials   V.C.

THE WORK OR THE RESULTS OF THE WORK, INCLUDING ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL CONTRACTOR BE LIABLE TO OWNER OR ANY THIRD PARTY FOR LOSS OF PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY WORK OR MATERIALS PROVIDED BY OR ON BEHALF OF CONTRACTOR HEREUNDER REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES HAS BEEN COMMUNICATED TO CONTRACTOR AND REGARDLESS OF WHETHER CONTRACTOR HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES, AND OWNER HEREBY WAIVES ANY RIGHT TO RECOVER SUCH DAMAGES FROM CONTRACTOR.

**(b) Limitation of Liability.** CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES TO OWNER OR ANY THIRD PARTY FOR ANY CAUSE WHATSOEVER ARISING OUT OF THIS CONTRACT, REGARDLESS OF THE MANNER IN WHICH CLAIMED OR THE FORM OF ACTION ALLEGED, IS LIMITED TO (I) THE TOTAL CONTRACT PRICE PAID TO CONTRACTOR FOR THE WORK UNDER THIS CONTRACT LESS (II) ANY SUCH AMOUNTS THAT WERE PAID TO CONTRACTOR AS PASS-THROUGH PAYMENTS TO PURCHASE (OR REIMBURSE OUT-OF-POCKET COSTS INCURRED BY CONTRACTOR TO PURCHASE ON OWNER'S BEHALF) ANY EQUIPMENT OR MATERIALS USED OR INCORPORATED IN THE WORK UNDER THIS CONTRACT. To the fullest extent permitted by law, Owner hereby releases and holds harmless Contractor and its affiliates, officers, directors, employees, subcontractors and agents from any and all losses, damages, penalties, claims, actions, suits, judgments, costs, expenses and disbursements, including reasonable attorneys' fees and expenses, that arise or result from: (a) conditions that pre-existed the specific loss or event that Contractor was hired to address through performance of the Work, including the presence of any hazardous substances; (b) the premature removal of equipment or termination of the Work against Contractor's recommendations; (c) any refusal to allow Contractor to perform any Work or procedures Contractor recommends consistent with the Scope of Work; or (d) any loss or damages caused by Owner, Owner's family members, guests, employees, other contractors, service providers, suppliers, representatives or agents or third parties not under Contractor's control.

**7. General.** This Agreement: (a) may be amended only by a writing signed by each of the parties; (b) will be governed by, and construed and enforced in accordance with the laws of the State of Delaware without giving effect to the conflict of law rules of that or any other jurisdiction; (c) contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; and (d) is binding upon, and will inure to the benefit of, the parties and their respective heirs, successors, and assigns. The waiver by any party of any default or breach of this Contract or of any right or benefit hereunder shall not be effective unless made in writing by the waiving party and will not constitute a waiver of any other or subsequent default or breach. No act, delay or omission on the part of either party will be deemed a waiver unless expressly made in writing by such waiving party. Any provision of this Contract which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unacceptability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. If any provision of this Contract is found by a court, arbitrator or other tribunal to be prohibited or unenforceable as a matter of law, the parties agree that such court, arbitrator or other tribunal may apply the "blue pencil" doctrine to delete or modify specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Contract shall be enforceable as so modified. In the event of any conflict or ambiguity between any term or provision set forth above and any unwaivable or unmodifiable term, provision or right required by applicable law or expressly set forth below, the unwaivable or unmodifiable term, provision or right required by applicable law or expressly set forth below shall govern. All notices required or permitted hereunder will be in writing and will be delivered personally, by a nationally recognized express delivery service, or by registered or certified mail to the address of the applicable party indicated in this Contract. The words "include," "includes" and "including" when used in this Contract shall be deemed in each case to be followed by the words "without limitation."

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Owner Initials   V.C.

## COMMERCIAL SERVICES CONTRACT

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The undersigned Owner hereby represents and certifies that such Owner (a) has read and fully understands all of the terms and conditions set forth in this Contract, (b) has received a fully executed copy of this Contract, and (c) is the sole Owner of the Property or otherwise has the authority to enter into this Contract and is legally bound hereby.

Intending to be legally bound, the parties have executed this Contract as of the date first set forth above.

Owner	Contractor
<p><i>Vouvie Crisco</i></p> <p>Signed: _____</p> <p>Print Name: Olivia Evangelical</p> <p>Property Address: Presbyterian Church</p> <p>3363 Olivia Rd</p> <p>Sandford, NC 27332</p> <p>Date: 06-19-2025</p>	<p><b>Vanterra Holdings, LLC</b></p> <p>d/b/a '58 Foundations</p> <p>Signed: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Job #: PR1603923</p>

Owner Initials V.C.

EXHIBIT 1

Owner Acknowledgment of Receipt of Contract

Customer/Owner

(General  
Contractor/  
Financially  
Responsible  
Party):  
Olivia Evangelical Presbyterian  
Church  
(Authorized Signer: Vonnie Crisco)

Contractor:

Vanterra Holdings, LLC DBA '58 Foundations

Mailing/Billing:

205 W. Oklahoma Ave., Knoxville, TN 37917

Local:

106 Lines St

Thomasville, NC 27360

Property Address: 3363 Olivia Rd  
Sandford, NC 27332

Foundation  
Specialist:

Lucas Spong

Financially  
Responsible Party N/A

Job #: PR1603923

Address:  
(if different)

Date: June 18, 2025

The undersigned Owner hereby acknowledges receipt of a fully-executed copy of the above-referenced Contract.

Owner

Signed: Vonnie Crisco  
Print Name: Olivia Evangelical  
Presbyterian Church  
Date: 06-19-2025

Exhibit 2

Payment Schedule & Scope of Work

Customer/Owner

(General Contractor/  
Financially Responsible Party):  
Olivia Evangelical Presbyterian Church  
(Authorized Signer: Vonnice Crisco)

Contractor:

Vanterra Holdings, LLC DBA '58 Foundations  
Mailing/Billing:  
205 W. Oklahoma Ave., Knoxville, TN 37917  
Local:  
106 Lines St  
Thomasville, NC 27360

Property Address: 3363 Olivia Rd  
Sandford, NC 27332

Foundation Specialist:

Lucas Spong

Financially Responsible Party Address: N/A  
(if different)

Job #: PR1603923

Date: June 18, 2025

This Exhibit (including any annexes and attachments to this Exhibit) is a Contract Document under the above-referenced Contract between the undersigned parties. Intending to be legally bound, the parties agree as follows:

**1. Contract Price and Payment Schedule.** Owner shall pay Contractor for the Work described in the Scope of Work attached to this Exhibit as Annex 1 for the Contract Price of **\$155,521.24** which is due and payable in accordance with the following payment schedule:

**Purchase Order** upon execution of the Contract and this Exhibit

**\$ 15,552.12** upon execution of contract - deposit

**\$ 139,969.12** upon Satisfactory Completion of the Work (THIRTY DAYS from completion date)

Scope:

Essential Encapsulation

Class A fire rated, 14mil vapor barrier for the floor and walls. All seams are sealed with white waterproofing tape.

3,783.88 sq ft

Crawlspace Door

Door includes board material, hardware, framing if required, and installation.

1

Essential - Encap Column Wrap

Class A fire rated, 14mil vapor barrier used to wrap and seal all vertical supports in accordance with code requirements.

35

Vent Insert/Seal

Sealing of crawlspace vents using flex foam vent insert.

13

Condensate Pump

Pump to aid in drainage of condensation including PVC discharge line.

1

<b>HumidiGuard 130</b> 130 pints/day, 8.3 Amp draw, sized for up to 4,000 sq. ft.	<b>1</b>
<b>Stabilizer – Pre-Engineered Base</b> Stabilizer installed on Pre-Engineered Base	<b>22</b>
<b>Beam - Steel Girder</b> 4W-13 or stronger steel girder to bridge between 2 or more stabilizers.	<b>110 ft</b>
<b>Debris Removal</b> Includes up to one hour of labor, removal of light material currently documented at time of inspection.	<b>5</b>
<b>Existing Vapor Barrier - Removal &amp; Disposal</b> Includes up to 1000 Sq Ft, each additional fraction	<b>3</b>
<b>Annual Maintenance Plan- 5 yr</b> Inspection of any and all products installed. 2. Sump pumps and battery back-ups cleaned And tested. 3. Dehumidifiers cleaned and inspected (Includes washing filter).	<b>1</b>
<b>Utilities Safeguard</b>	<b>1</b>
<b>Wood Repair + Girder Supports</b> *Wood Repair* Sub Floor R+R (flush with existing hardwoods) - 1,934 sqft Band Board Replacement - 210 Linear Feet New 6"x6" Girder - 112 Linear Feet Girder Replacement - 82 Linear Feet *New Supports* Concrete Girder Supports - 25 units (All new concrete supports will have a concrete footing) *Contractor WILL patch and paint all cracks in the area wood repair is performed.	<b>1</b>

**Scope of Work Acknowledgements:**

- Due to the significant increase in fuel prices and freight we have included a standard \$99 surcharge to all repair plans.
- A Utilities Safeguard fee has been added to this Repair Plan in the amount of \$149.00 to cover repairs to damaged utility line(s) by Contractor. The Utilities Safeguard fee covers all underground utilities in all areas where Contractor is conducting its project, only for the duration of the project and only in cases where the Utilities Safeguard fee is paid. Repairs are limited to the area of damage and do not include full replacement of electrical, water, sewer, or septic lines. If damage is made to a line that needs upgraded, the upgrading of the line is the responsibility of the property owner. Contractor is not responsible for any pre-existing conditions. The repair will be done by a licensed, third-party contractor selected by the Contractor, and repair will only be made to the damaged area.

*Warranty Details Specific to Scope*

**Limited Warranty**

*Standard Exclusions Permitted by State Law*

This Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of Contractor ("Contractor") to the customer ("Customer"). There are no other verbal or written warranties and no warranties that extend beyond the description on the face hereof, including NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

*General Terms*



For the applicable time periods and in accordance with the restrictions set forth below, this Warranty is transferable to future owners of the structure on which the work specified in this Contract is completed. This Warranty comes into effect when the job specified in this Contract is completed and is paid in full. If there is any balance due for the work completed, no warranty shall be considered issued hereunder. Contractor warrants only the products listed below, and only to the extent Customer has purchased such products and services from Contractor pursuant to an executed contract and scope of work between Customer and Contractor. Some products installed may be covered by a manufacturer's warranty. All work shall be completed in a workmanlike manner according to the standard practices of the industry. **Upon completion and final payment, this warranty will be automatically transferred at no charge from the Financially Responsible Party to the property homeowner if different.**

#### *Exclusions*

THIS WARRANTY DOES NOT COVER AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR, AND CUSTOMER HOLDS CONTRACTOR HARMLESS FROM:

1) leakage from, backing up or plugging of sewers; grate drains; sump pump failures or if the pump is overwhelmed by water flow (Contractor supplied sump pumps are covered by a separate manufacturer's warranty); or flooding conditions (i.e., surface water flowing through doors, window wells, walls and over foundation walls); 2) damp spot discoloration of walls; 3) any consequential damages to property resulting from water leakage from any and all sources; 4) high humidity or condensation from the basement or crawlspace area; 5) Clogs in the '58 Foundations Waterproofing System caused by iron algae. 6) Encroachment of tree roots causing damage to foundation or waterproofing system. 7) exterior waterproofing; 8) plumbing damage; 9) Customer-caused damage; 10) dust from installation; 11) damage to real or personal property such as walls, counter tops, floor coverings, framing, sheetrock, exterior materials, cabinets, appliances, and so on, including any damage alleged to have been done by the Contractor's use of heavy equipment necessary to complete the job; 12) any injury or damage caused by mold to property or person; 13) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any cause outside Contractor's control, including and failure due to damage from termites or other insects; 14) tree root damage; 15) damage from heave, lateral movements/forces of hillside creep, land sliding, or slumping of fill soils; and 16) Interior, Garage or Exterior Grate or trench drains- due to water capacity restrictions, when any exterior water source is introduced into an interior system, there are no warranties given, either implied or written. Customer will be responsible for all exterior maintenance and cleaning from leaves or debris. If an exterior grate drain system is running to a pump, an Annual Maintenance Plan will be required to maintain the warranty of the basement waterproofing system.

The Contract Price does not include any costs or expenses that are indicated in the Contract as being the responsibility of Owner, which will be separately invoiced by Contractor or, if requested by Contractor, paid directly by or on behalf of Owner.

The Contract Price covers the attached Scope of Work only, and any changes, additions, substitutions, upgrades, or other modifications to the labor or materials to be provided by Contractor under the Contract, including any resulting changes to the Contract Price or Payment Schedule, may only be made pursuant to a Change Order executed by the parties.

Contractor's obligation to perform the Work for the Contract Price is also subject to any exceptions or conditions indicated in the Contract.

Owner agrees to pay all amounts under the Contract when due whether or not the Work is covered by insurance or Owner is otherwise entitled to compensation or reimbursement from any other source. Owner is solely responsible for obtaining any required approvals from applicable insurance adjusters or mortgage holders with respect to the Scope of Work and the Contract Price.

Owner shall during the Contract and for two (2) years after Satisfactory Completion maintain Contractor's rates in confidence and shall not disclose such rates to any third party, except to any insurance carrier or mortgage holder having a need to know or to a court, arbitrator or other tribunal or governmental authority in connection with Owner's enforcement of Owner's rights under the Contract or applicable law.

**Scope of Work.** The parties have reviewed the Scope of Work attached to this Exhibit as Annex 1 and each party hereby approves and accepts it as the description of the Work to be provided by Contractor under the Contract, and the attached Scope of Work supersedes all prior written and oral agreements, statements, estimates, and quotes, and all contemporaneous oral agreements, statements, estimates, and quotes, relating to such Work. Owner acknowledges and agrees that all required advance approvals to the Scope of Work and Contract Price have been obtained from any applicable insurance adjuster, mortgage holder, or other third party.

Intending to be legally bound, the parties hereby accept, approve, and agree to the Contract Price and payment schedule set forth above and the Scope of Work attached to this Exhibit as Annex 1, effective as of the later of the dates set forth below.

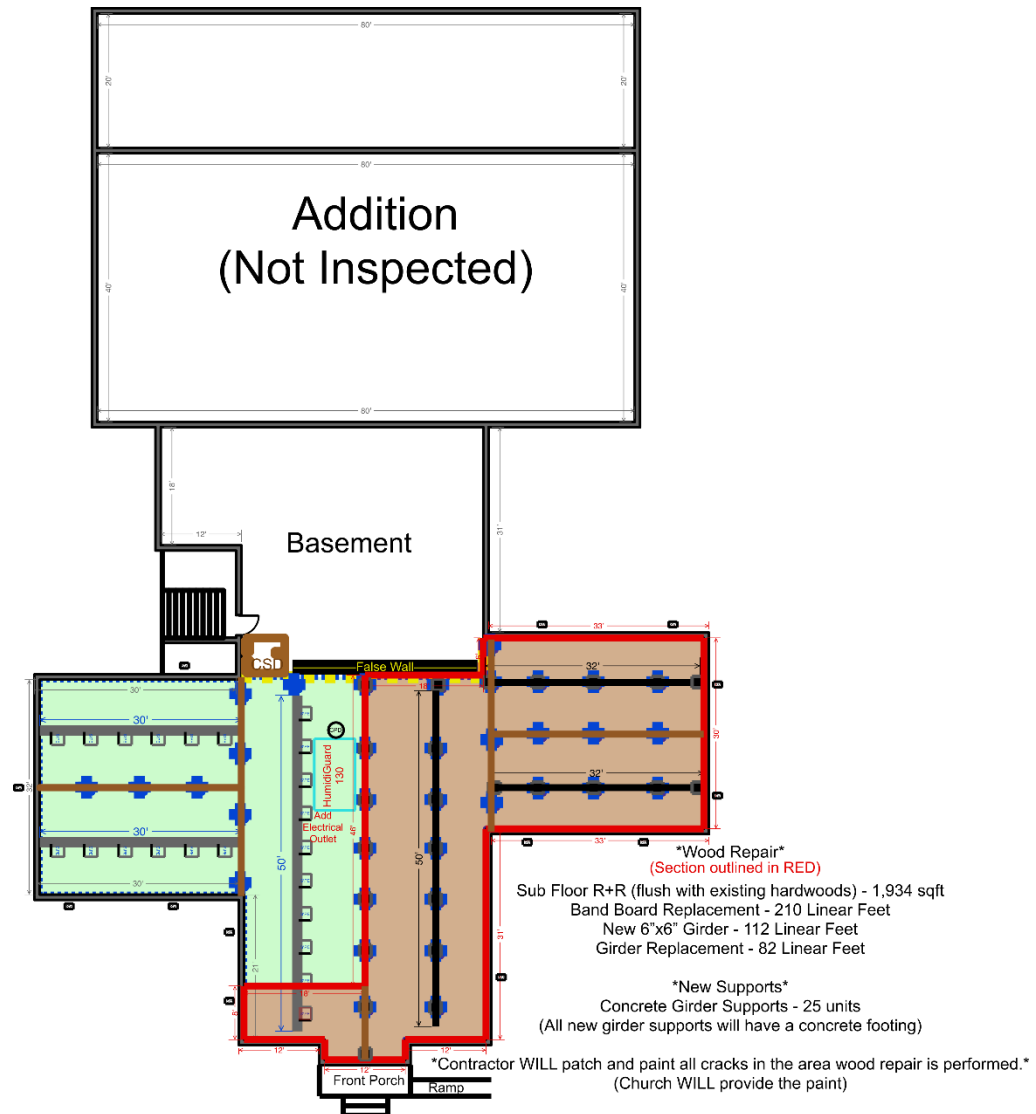
Version: Ex

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Owner	Contractor
<p><i>Vonnie Crisco</i></p> <p>Signed: _____</p> <p>Print Name: _____</p> <p>\$155,521.24</p> <p>Property Address: 3363 Olivia Rd Sandford, NC 27332</p> <p>Date: <u>06-19-2025</u></p>	<p><b>Vanterra Holdings, LLC</b> d/b/a '58 Foundations</p> <p>Signed: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Job #: _____ <b>PR1603923</b></p>

## Annex 1 to Exhibit 2

### Scope of Work










	Essential Encapsulation	3,783.88 sq ft		Crawlspace Door	1
	Essential - Encap Column Wrap	35		Vent Insert/Seal	13
	Condensate Pump	1		HumidiGuard 130	1
	Stabilizer – Pre-Engineered Base	22	—	Beam - Steel Girder	110 ft

Exhibit 3  
Change Order

<b>Customer/Owner</b> <b>(General Contractor/Financially Responsible Party):</b>	Olivia Evangelical Presbyterian Church <i>(Authorized Signer: Vonnie Crisco)</i>	<b>Contractor:</b>  <b>Vanterra Holdings, LLC DBA '58 Foundations</b> <i>Mailing/Billing:</i> 205 W. Oklahoma Ave., Knoxville, TN 37917 <i>Local:</i> 106 Lines St Thomasville, NC 27360
<b>Property Address:</b>	3363 Olivia Rd Sandford, NC 27332	<b>Foundation Specialist:</b> Lucas Spong
<b>Financially Responsible Party Address:</b> (if different)	N/A	<b>Job #:</b> PR1603923 <b>Date:</b> <u>June 18, 2025</u>

CHANGE ORDER #\_\_\_\_

Change Order Date: \_\_\_\_\_, 2025

The parties under the above-referenced Contract desire to modify the Scope of Work and hereby enter into this Change Order effective as of the date indicated immediately above to reflect their mutual agreement regarding the terms and conditions of such modification, including any related modifications to the Contract Price, payment schedule and work schedule.

This Change Order (including any annexes and attachments to this Change Order) is a Contract Document under the Contract. Intending to be legally bound, the parties agree as follows:

**1. Change in Scope of Work.** The parties have reviewed the description of the changes to the Scope of Work set forth below (the "Change Order Work"), and each party hereby approves and accepts the Change Order Work, subject to the terms and conditions set forth in this Change Order and the Contract. Owner acknowledges and agrees that all required advance approvals to the Change Order Work (including any resulting changes to the Contract Price) set forth herein have been obtained from any applicable insurance adjuster, mortgage holder, or other third party.

(a) **Changes to Scope of Work are (check one):** Set forth on an attachment to this Change Order ☐ **or** Described below ☐:

## COMMERCIAL SERVICES CONTRACT

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(b) **Nature of Changes (check one):** Client requested adjustment/upgrade ☐ **or** Necessary adjustment ☐

**2. Change in Contract Price and Payment Schedule.** In consideration for the Change Order Work, the Contract Price is hereby [increased] [decreased] in the amount of: \$\_\_\_\_\_ (the “**Change Order Price Adjustment**”), [which is due and payable in accordance with the following payment schedule] [which will be applied as a credit against the existing Contract Price payment schedule as follows]:

\$\_\_\_\_\_, upon execution of this Change Order

\$\_\_\_\_\_, upon Satisfactory Completion of the Change Order Work

The Change Order Work is estimated to be substantially completed by approximately \_\_\_\_\_, 2025, subject to delays due to causes beyond Contractor's reasonable control or otherwise contemplated in the Contract. Owner acknowledges and agrees that the foregoing date is an estimate only and subject to such delays.

The Change Order Price Adjustment does not include any costs or expenses that are indicated in the Contract as being the responsibility of Owner, which will be separately invoiced by Contractor or, if requested by Contractor, paid directly by or on behalf of Owner.

The Change Order Price Adjustment covers the Change Order Work only, and any further changes, additions, substitutions, upgrades, or other modifications to the labor or materials to be provided by Contractor under the Contract, including any resulting changes to the Contract Price or Payment Schedule, may only be made pursuant to another Change Order executed by the parties.

Contractor's obligation to perform the Change Order Work for the Change Order Price Adjustment is also subject to any exceptions or conditions indicated in the Contract.

Owner agrees to pay all amounts under the Contract when due whether or not the Change Order Work is covered by insurance or Owner is otherwise entitled to compensation or reimbursement from any other source. Owner is solely responsible for obtaining any required approvals from applicable insurance adjusters or mortgage holders with respect to the Change Order Work and the Change Order Price Adjustment.

**3. Effect of Change Order.** The terms and provisions of this Change Order shall modify and supersede all inconsistent terms and provisions of the Contract, including the Scope of Work and Contract Price, and shall not be deemed to modify or waive any other term or condition of the Contract, which are ratified and confirmed and shall continue in full force and effect.

Intending to be legally bound, the parties hereby accept, approve, and agree to the Change Order Work, Change Order Price Adjustment, payment schedule and work schedule set forth above, effective as of the Change Order date set forth above.

Owner	Contractor
	<b>Vanterra Holdings, LLC</b> d/b/a '58 Foundations
Signed: _____	Signed: _____
Print Name: _____	Print Name: _____
	Title: _____
Property Address: 3363 Olivia Rd Sandford, NC 27332	
Date: _____	Job #: _____ <b>PR1603923</b>

Exhibit 4  
Certificate of Satisfactory Completion

Customer/Owner

(General Contractor/  
Financially Responsible Party):  
Olivia Evangelical Presbyterian Church  
(Authorized Signer: Vonnie Crisco)

Property Address: 3363 Olivia Rd  
Sandford, NC 27332

Financially Responsible Party Address: N/A  
(if different)

Contractor:

Vanterra Holdings, LLC DBA '58 Foundations  
Mailing/Billing:  
205 W. Oklahoma Ave., Knoxville, TN 37917  
Local:  
106 Lines St  
Thomasville, NC 27360

Foundation Specialist: Lucas Spong

Job #: PR1603923

Date: June 18, 2025

Date of Satisfactory Completion: \_\_\_\_\_, 2025

This Certificate of Satisfactory Completion is a Contract Document under the above-referenced Contract between the undersigned parties. Intending to be legally bound, the parties agree as follows:

**Satisfactory Completion.** The parties have reviewed and assessed the Work and hereby acknowledge and agree that all items set forth on the Punch List have been completed or corrected in accordance with the Contract and to Owner's satisfaction and that Satisfactory Completion exists with respect to such Work, effective as of the date indicated above. All remaining unpaid amounts under the Contract are hereby due and payable to Contractor.

Intending to be legally bound, the parties hereby accept, approve, and agree to this Certificate of Satisfactory Completion, effective as of the date indicated above.

Owner	Contractor
	Vanterra Holdings, LLC d/b/a '58 Foundations
Signed: _____	Signed: _____
Print Name: _____	Print Name: _____
	Title: _____
Property Address: 3363 Olivia Rd Sandford, NC 27332	
Date: _____	Job #: PR1603923

# CERTIFICATE *of* SIGNATURE

REF. NUMBER  
IGRWB-F5DKB-9U8KQ-AZNIN

DOCUMENT COMPLETED BY ALL PARTIES ON  
19 JUN 2025 16:42:27 UTC

## SIGNER

**VONNIE CRISCO**

EMAIL  
LVCRISCO@GMAIL.COM

## TIMESTAMP

SENT  
18 JUN 2025 18:09:31 UTC

VIEWED  
19 JUN 2025 16:24:21 UTC

SIGNED  
19 JUN 2025 16:42:27 UTC

## SIGNATURE

*Vonnie Crisco*

IP ADDRESS  
75.136.146.195

LOCATION  
SILER CITY, UNITED STATES

## RECIPIENT VERIFICATION

EMAIL VERIFIED  
19 JUN 2025 16:24:21 UTC

