

Superior Surveying Services, Inc.

Professional Land Surveying ♦ Arizona ♦ California ♦ Nevada ♦ New Mexico

2122 W. Lone Cactus Drive, Suite 11 ♦ Phoenix, Arizona 85027

Phone: (623)869-0223 ♦ Fax: (623)869-0726

info@superiorsurveying.com

David S. Klein, President

EMAIL COVER SHEET

COMPANY: Croatia Properties

PAGES: 5 TOTAL

ATTENTION: Frano Milicevic

DATE: February 14, 2019

EMAIL: fmilicevic@yahoo.com

FROM: Dave Klein

FAX NO.: (623) 869-0726

PROJECT: 10121 E. Bell Road, Suite 110

COMMENTS:

Thank you for the opportunity to submit the following Agreement. Please fill in all the required information as thoroughly as possible. *Please have the party responsible for payment sign the Agreement.*

Upon receipt of the Service Agreement, we will provide confirmation of the commencement of services and an estimated completion date. Our estimated completion date will be subject to the prompt receipt of the signed Service Agreement, current title report and Schedule B documents.

Please review the contractual stipulations on the Client Information Sheet regarding special certifications and/or survey requirements.

If you have any questions or concerns, please feel free to contact me at 623-869-0223 or dave@superiorsurveying.com.

Thank you,

Dave Klein
President

ORIGINAL TO BE MAILED? YES ☐ NO ☒
(CB)

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PROFESSIONAL SERVICES AGREEMENT

Project: 10121 E. Bell Road, Suite 110

February 14, 2019

THIS AGREEMENT is to confirm that surveying services are to be performed by **SUPERIOR SURVEYING SERVICES, INC.** (hereinafter referred to as "SSSI") as requested by

[Company Name] CROATIA PROPERTIES, LLC

[Contact Name] FRANK MILICEVIC

[Address] 9307 E DESERT ARROYOS

[City, State & Zip Code] SCOTTSDALE, AZ 85255

[Phone No.] 602-405-3712 [Fax No.] _____ [Email] fmilicevic@yahoo.com

(hereinafter referred to as "Client"), the party responsible for payment of the following service(s):

LOCATION OF LAND: 10121 E. Bell Road, Suite 110, APN 217-14-986, approximately 1.49 acres, Scottsdale, AZ. Client is responsible to notify property owner/manager that SSSI will be surveying on the premises prior to the commencement of services.

SCOPE OF SERVICES: Prepare an "ALTA/NSPS Land Title Survey" based on the 2016 ALTA/NSPS Minimum Standard Detail Requirements including Table A Items 2, 4, 7a, 7b(1), 7c, 8 and 9. Client should be aware of the fact that surveying is an inexact science and is subject to a certain degree of inaccuracy and opinion. If required, a Record of Survey will be recorded with the appropriate County Recorder in order to comply with State or local ordinances.

ESTIMATED COMPLETION DATE: Within twelve (12) working days from receipt of signed Agreement, current title report, and copies of all Schedule B documents. In the event that SSSI is obstructed or delayed in the completion of said services by any act of Client or Client's agents or by any act beyond the control of SSSI including unanticipated degree of difficulty encountered in performing said services, the time herein fixed for the completion of the services shall be extended.

FEE: Two Thousand, Six Hundred and Sixty Dollars (\$2,660.00). The fee may be renegotiated if special survey requirements or certifications are requested by Client. Client agrees to pay all costs of services relating to additional requirements, certifications and all revisions requested by Client and/or its representatives after acceptance of this Agreement. Client agrees that the liability of SSSI, its agents and employees, in connection with services hereunder to Client resulting from any negligent acts, errors and/or omissions of SSSI, its agents and/or employees, regardless of the legal theory asserted, is limited to the total fees actually paid by Client to SSSI for services rendered by SSSI stated herein. Notwithstanding any provision contained in this Agreement or any other documents between SSSI and Client, SSSI may file a lien or claim on its behalf in the event that any payment due to SSSI is not made as and when provided for by this Agreement.

FURNISHING OF DOCUMENTS: SSSI will provide a digital print of the survey at completion. At Client's request, SSSI will mail up to five (5) hard copies of the survey. At SSSI's discretion and Client's request CAD files will be provided to Client at no additional charge within 90 days of survey completion. Past 90 days CAD files may be provided to any other requesting party for the cost(s) listed below. Charges in addition to the fee quoted above will be billed to Client as follows:

- Additional copies:	\$15.00 per sheet
- Local delivery:	\$25.00 each
- Overnight delivery:	\$30.00 min. each (varies by weight)
- Computer disk:	\$10.00 each
- Revisions requested by Client or its representatives:	\$70.00 per hour
- CAD file past 90 days after survey completion:	\$150.00

COMPUTER FILES: All computer files or other electronic media including the raw data contained therein (hereinafter referred to as "Computer Files") supplied by SSSI are supplied subject to these terms and conditions:

A. SSSI hereby grants a revocable license to Client to use Computer Files in a manner consistent with the uses traditionally made of the information contained therein were such information provided by SSSI solely in hard copy. SSSI reserves all rights expressly granted.

B. SSSI shall have no liability or responsibility for problems with Computer Files caused by misuse, improper installation, alteration or modification by Client, or for problems arising out of the malfunction of Client's equipment or other software not supplied by SSSI.

C. Unless certified by SSSI in writing, Computer Files may not identically conform to corresponding information provided in hard copy and SSSI does not warrant the accuracy of the information contained in Computer Files.

D. To the fullest extent allowed by law and except for the warranties expressly stated herein, Computer Files are provided "as is" and SSSI disclaims all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties or conditions regarding merchantability, fitness for a particular purpose, non-infringement and satisfactory quality.

E. SSSI shall not be liable to Client for any incidental, special, direct, consequential or punitive damages of any character, including without limitation damages for: loss of business or good will, work stoppage, loss of information or data, loss of revenue for profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of Computer Files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, and even if SSSI has been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose. SSSI's liability to Client, regardless of the legal theory of any claim, shall not exceed the fees paid to SSSI in connection with SSSI's provision of Computer Files.

F. Limitation of Liability and Responsibilities. Client shall hold harmless and indemnify SSSI from all losses, damages, costs and expenses which SSSI may suffer or sustain which results from acts or omissions of any contractor, subcontractor, supplier or any of their agents, employees or any other persons (except SSSI's own employees and agents) at the site or otherwise furnishing or performing any work. Nothing contained in this paragraph, however, shall be construed to release SSSI from liability for failure to properly perform duties and responsibilities assumed by SSSI under this Agreement.

TERMINATION: This Agreement may be terminated by either party upon written notice or notice by email. If this Agreement is terminated by Client, SSSI shall be paid for the services provided up to the termination date based on the above-described fees. If terminated by either client or SSSI, SSSI may retain all materials, whether provided by client or obtained from alternative sources, until paid for services provided up to the termination date.

RIGHTS AND BENEFITS: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and SSSI and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and SSSI and not for the benefit of any other party. All reports, field notes, drawings and any other documents, data or information prepared by SSSI in conjunction with the services provided for under this Agreement shall remain the sole property of SSSI.

ASSIGNMENT: Neither SSSI nor Client shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent SSSI from employing independent SSSI associates and consultants to assist in the performance of the services hereunder.


TERMS: By signing this agreement Client accepts and agrees to pay for all services per this Agreement. An invoice will be rendered at the completion of the work and payment is due upon presentation. **A finance charge of 18% per annum will accrue after thirty (30) days on any outstanding balance.**

COLLECTION: Client agrees to pay all costs of collection, including reasonable attorneys' fees and court costs. Client submits to jurisdiction and venue in the courts located in Maricopa County, Arizona.

Thank you for the opportunity to submit this Agreement. After reviewing the above, please sign and return to SSSI by email or facsimile to initiate the start of surveying services as set forth above.

Respectfully submitted,

SUPERIOR SURVEYING SERVICES, INC.

By 
David S. Klein
Its President

Agreed and Accepted:

FRANK MILICEVIC [Print or type name of entity responsible for payment]

By (Signature)  Dated 2/14/2019

Title MANAGING MEMBER

CLIENT INFORMATION SHEET

In order to provide you, our client, with a survey in a timely manner, we ask that the following information be provided. To avoid last minute changes and revisions that will delay the completion of your project, and add additional expenses, we will not proceed with the preparation of this survey until the following information has been completed. If any of the information is unavailable, please contact us upon receipt of this email.

Name of current owner of subject property: THE ART AT MFM, LLC
Address: 4014 N GOLDWATER BLVD, SUITE 203
City: SCOTTSDALE State: AZ Zip: 85251
Phone: () Fax: ()

How SSSI should obtain access to subject property: OPEN ACCESS ...
SHOPPING CENTER

Title Company: CHICAGO TITLE
Person to contact: SUSAN BUSH
Phone: (602) 667-1044 Fax: ()
Address: 2425 E CAMELBACK
City: PHX State: AZ Zip: 85014
Email address: SUSAN.BUSH@CTT.COM
Escrow no.: C1900744

Please list the name of parties to whom the survey should be certified. *This information is required for completion of the ALTA survey.* Typically, the certification will include the buyer, seller, lender (if there is one) and title company. If this information is not completed, we will take the names from the title report.

Name of Lender: WELLS FARGO
Name of Others: OWNERS = CROATIA PROPERTIES, LLC
SEKE, LLC
ILONA, LLC