

Terms & Conditions of Agreement

CHARGES

Work performed on a time-and-expense basis will be charged in accordance with W. Charles Perry & Associates most current "Fee Schedule." Any unusual types of work not specifically covered by the "Fee Schedule" are charged at a rate determined to be reasonable in relation to the type of work performed. Work performed under fixed price contracts will be charged at the agreed fixed amount.

TERMS OF PAYMENT

Periodic statements are rendered, usually monthly, and are due within thirty (30) days of the date of invoice. Outstanding balances past due over thirty days are subject to a delinquency charge of one and one-half percent per month until paid. W. Charles Perry & Associates without liability may withhold delivery of reports and other data and may suspend performance of its obligations to client pending full payment of all charges. All charges shall be paid prior to deposition & trial testimony; trial testimony shall be paid in advance. W. Charles Perry & Associates may examine the credit history of all delinquent clients. If client pays any charges via Visa, MasterCard, American Express, or other such third party lending institution, then client waives all rights to reverse, dispute, or otherwise complain about such payments. If client fails to dispute any charges within 30 days of the date of an invoice, client relinquishes all rights to dispute the charges on that invoice in the future. Retainers are credited to the final invoice.

EXECUTION OF SCOPE OF SERVICES

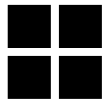
W. Charles Perry & Associates will perform all work in accordance with generally accepted professional engineering practice. No other warranty, express or implied, is made concerning work performed under the agreement, including our findings, recommendations, specifications or professional advice.

W. Charles Perry & Associates will diligently proceed with the work contracted for and will provide its report in a timely manner, except for delays occasioned by factors beyond its control, were not reasonably foreseeable, or were initiated by the client.

Work under the agreement will be terminated upon receipt by W. Charles Perry & Associates of written notice from the client, provided that W. Charles Perry & Associates may complete such analyses, records, and reports as are reasonably necessary to protect its professional reputation and adequately document the work performed through termination. In such event, a termination charge not exceeding ten percent of all charges incurred through termination may be made at the discretion of W. Charles Perry & Associates.

MISCELLANEOUS

Client agrees that the aggregate liability of W. Charles Perry & Associates to client and any other persons or entities arising from performance of this agreement, including costs of defense and attorney fees, for any and all injury or damage to persons or property, from any design defect, error, omission or professional negligence or oversight shall be limited to the coverage provided by W. Charles Perry & Associates' professional liability insurance policy. In the event that W. Charles Perry & Associates prepares designs, plans, specifications, or contracts for a project and is not hired specifically to inspect the related construction or fabrication, then client agrees that this same liability will be limited to the fees paid by client to W. Charles Perry & Associates. Client hereby releases and agrees to indemnify and hold W. Charles Perry & Associates and its employees and consultants free and harmless from any such liability to



W. Charles Perry & Associates

ARCHITECTURAL ENGINEERING & CONSTRUCTION MANAGEMENT

client or any third parties to the extent the aggregate of such liability exceeds the coverage provided by W. Charles Perry & Associates professional liability insurance policy.

W. Charles Perry & Associates will hold in strictest confidence all proprietary information and trade secrets of the client to which it may be given access. Unless otherwise expressly agreed in writing, all reports, recommendations, procedures and other information provided to the client under this agreement shall be the joint property of the client and W. Charles Perry & Associates and may be used without restriction by either. However, unless otherwise expressly agreed in writing, W. Charles Perry & Associates shall retain exclusive rights to all proprietary information, technologies, trade secrets, software, underlying electronic files, inventions, copyrights, or patentable ideas developed during performance of this agreement.

Any controversy or claim arising out of or relating to this agreement, or the breach thereof shall be settled by a court of competent jurisdiction within San Mateo County, California. The prevailing party in any action shall recover from the losing party his reasonable attorney fees and costs of suit incurred, in addition to any other relief granted.