Tuan and Robinson Structural Engineers, Inc.

Attachment A - Terms and Conditions

This Terms and Conditions is an attachment to a letter proposal (the "Proposal"), collectively the "Agreement", between Tuan and Robinson Structural Engineer, Inc. ("TRSE") and CLIENT. The CLIENT and TRSE, by signing the Proposal agree as follows:

1. Client Definition

CLIENT as used herein shall include and apply to all parties equally, be they individuals, corporations, partnerships, associations, or other entities, whether acting alone or collectively as a group where the services of this Agreement are being provided to, or on behalf of, the group.

2. Termination

This Agreement may be terminated by either party by written notice to the other. In the event of termination by the CLIENT, the CLIENT shall pay TRSE for service performed to the date the termination notice is received.

3. Utilities and Obstructions

The owner or the owner's contractor shall verify the depth and location of existing utilities prior to construction and shall notify TRSE of conflicts with new structural elements. TRSE shall not be held responsible for damage to utilities or other improvements of unknown depth or location.

4. Insurance

TRSE currently has general liability and professional errors and omissions insurance in the amounts of 4 million dollars each . TRSE also caries state required worker's compensation insurance. TRSE intends to maintain this insurance as long as it is reasonably available.

5. Limitation of Liability

Client shall, to the fullest extent permitted by law, limit the liability of TRSE its employees and consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of TRSE its employees and consultants to any party shall not exceed $2,000,000. It is intended that this limitation apply to any and all liability of cause of action however alleged or arising, unless otherwise prohibited by law.

6. Indemnification

CLIENT shall, to the fullest extent permitted by law, indemnify and hold harmless TRSE and its agents, officers, directors and employees from and against all claims, damages losses and expenses, including but not limited to attorneys' fees, court and arbitration costs arising out of or resulting from the services of TRSE, inclusive of claims made by third parties, or any claims against TRSE arising from the acts, omissions or work of others or any third party. To the fullest extent of the law, such indemnification shall apply regardless of breach of contract or strict liability of TRSE. Such indemnification shall not apply to the extent such claims, damages, losses or expenses are finally determined to result from TRSE's negligence or willful misconduct.

7. Control of Work and Site Safety

TRSE is only responsible for the health and safety of its employees. Nothing in this Terms and Conditions or the Proposal shall be construed to relieve CLIENT or any other consultant or contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of TRSE, nor the presence of TRSE or its employees shall be construed to imply that TRSE controls the operations of others or has any responsibility for job site safety.

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8. Client Litigation

If TRSE is requested to produce documents, witnesses or general assistance pursuant to a litigation, arbitration or mediation involving the CLIENT, CLIENT shall compensate TRSE for all expenses and time spent in accordance with TRSE prevailing fee schedule.

9. Miscellaneous

a. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties.

b. Titles in this Agreement are for convenience only.

c. This Agreement shall not be assigned by either party without the consent of the other.

d. All representation and obligations (including without limitation the obligation of the CLIENT to indemnify TRSE) shall survive indefinitely the termination of the Agreement.

e. Any provision, to the extent it is found to be, unlawful or unenforceable shall be ineffective without affection any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.

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