

EXHIBIT 2 ADDITIONAL TERMS AND CONDITIONS

1. Compensation:

Consultant will provide its services called for under this Agreement as provided in the section: "Compensation and Payment Terms". If compensation is on a time and materials basis, terms and conditions for services will be attached to this Agreement and fully incorporated by reference. The terms and conditions for professional engineering services, and hourly rates and expense reimbursement are updated at least annually. Any increase to the hourly rates charged shall be provided to Client with 30 days written notice prior to their implementation.

2. Payment :

Invoices for services are issued monthly and are payable on receipt. Any invoice which remains unpaid, in whole or in part, shall be subject to an additional charge for interest of 1.5% per month or 18% per annum after 30 days. Prompt payment for invoices upon receipt is an essential term of this Agreement and thereby allows Consultant to provide its services as described. Client agrees that the Consultant may, but is not required to file or perfect a lien for its services under the law of the state and place of the Project is located. If required by the Client, Consultant shall execute partial lien releases upon clearance of funds paid and deposited in a financial institution of its own choice.

3. Retainer:

From time to time, new projects have significant start-up costs for Consultant. As a result, a non-refundable Retainer is occasionally requested, depending on the project, based on the specific needs and requirements that need to be met for the Client. The Retainer is applied toward payment of the initial invoice as a credit. Any amounts due over and above the credit shall be paid as described in "Payment" in paragraph 2.

4. Performance of Services:

Consultant shall furnish and Client agrees to accept services with the reasonable and customary standard of care where and when provided. Consultant's provision of services under this Agreement vests in its Client and is not intended to establish a duty of care to any other party.

5. Ownership of Documents:

Consultant retains a copyright interest in the design drawings, specifications or other work product for the Project. Under no circumstances may the design drawings, specifications or other work product generated by Consultant be utilized for any other project, work of improvement or other use without the express written permission of Consultant. Consultant grants a license to Client for the use of the design drawings, specifications or other work product for this Project, those engaged in its construction including, but not limited to Contractors, Sub-contractors, Architects, Engineers, Owners, Construction Managers, Owners Representatives and Public Agencies for this Project only.

6. Risk of Loss and Allocation of Responsibility:

While no specific guarantee can be made about the result of a project due to numerous factors beyond the control of both Consultant and Client, an understanding about what procedures apply in the event of a loss are desirable to ensure clear communication between the parties and an early, efficient resolution.

A. Meeting:

In the event of a dispute regarding the services rendered under this Agreement, upon 4 business days' notice, or earlier if it can be so arranged, Consultant and Client shall meet either in person or by conference call or other technological means to discuss, in good faith, a resolution to the dispute and any action required, if any, to accomplish same.

B. Mediation:

In the event such a dispute regarding the services rendered under this Agreement is not resolved by a Meeting, the parties agree to Mediation with a neutral, impartial Mediator to be selected by the parties. If there is no agreement on the Mediator, one shall be selected under the Commercial Mediation Rules of the American Arbitration Association. Said Mediation shall be held within 90 days of the Meeting or as the parties may otherwise agree.

C. Court Proceedings:

Consultant and Client affirm their right to Trial by Jury; however, may, upon circumstance and their mutual agreement, select a different method of resolution, such as Arbitration. Venue and Jurisdiction for any dispute litigated in a Court of law shall be in Montgomery County, Pennsylvania. The law that shall be applied shall be the law of the state where the project was located. By entering into this Agreement, the Consultant and Client consent to the jurisdiction, venue and choice of law outlined in this paragraph.

D. Damages:

The parties acknowledge that a dispute leading to a litigated Court proceeding can encompass a wide variety of damages, direct and consequential, personal injury or property damages and other damages which may be recognized by law either now or in the future. The parties specifically agree that the damages recoverable against Consultant shall not include, under any circumstances, consequential damages such as construction delays, lost profits, lost business opportunities or liquidated damages of any kind whether or not assumed by the Client or any other party.

E. Insurance:

Consultant currently maintains professional liability insurance for its professional services.

F. Additional Insured:

Consultant shall make Client an additional insured under its comprehensive general liability policy in effect at the time of entering into this Agreement. Client may request confirmation of the stated limits of the comprehensive general liability policy, shall be bound by its terms and conditions as an additional insured and may inspect it upon reasonable notice.

G. Indemnification:

Consultant agrees to indemnify Client from liability for damages which are determined, by a Court, that it caused as a result of its own, separate negligence, fault or misconduct. The amount of the indemnification, and reimbursement of attorney's fees and costs, shall be in proportion to the Court finding of the percentage of Consultant's separate negligence, fault or misconduct. Client agrees to indemnify Consultant for damages which are determined, by a Court, that he/she/it caused as a result of its own, separate negligence, fault or misconduct. The amount of indemnification and reimbursement of attorney's fees and costs, shall be in proportion to the Court finding of the percentage of Client's separate negligence, fault or misconduct. In no event shall Consultant or Client be obligated to defend each other until a Court determination is reached on the respective shares of separate negligence, fault or misconduct noted above.

H. Prime Contract:

Unless otherwise specified in this Agreement, the Prime Contract for the Project shall not govern the terms, conditions and relationship between Consultant and Client, each of whom bear their separate obligations to each other under this Agreement unless recited herein Verbatim.

I. Limitation of Liability:

In order to ensure providing services to the Client at competitive hourly rates, both Consultant and Client have considered, discussed, negotiated and agreed that the need for certitude of the extent of potential liability for Consultant is both desirable and necessary for the effectuation of services requested. Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant for all damages claimed by Client, any third party, including, but not limited to an Owner, Contractor, Designer, Public Entity, Consultant, Sub-consultant, individual or entity of any kind or interest for any and all claims, losses, costs, damages, expenses, regulatory order expenses or damages, of whatever kind or nature, known or unknown, suspected or unsuspected including costs and attorney's fees shall not exceed \$50,000 or the total cost for services under this Agreement, whichever is less, for all matters arising from or related to the Project described in the Scope of Work. This limitation of liability clause extends to all claims, actions or causes of action, at law, in equity or alternative dispute resolution including, but not limited to, indemnification sought under sub-paragraph G above. To the fullest extent permitted by law, this limitation of liability clause applies to and binds Client and any third party for this Project.

7. Client Responsibilities for Information:

The Client acknowledges and expressly agrees that Consultant is performing specific services under this Agreement. Those services do not include review of the sufficiency, feasibility, design or decisions made by others. Further, unless specified, there shall be no site visits or onsite assessment of the Project. All permits or other permissions required for the Project shall be prepared for and obtained by others unless specifically and expressly made a term and condition of the Scope of Work. All electronic backgrounds shall be provided by Client to Consultant for use in latest version of Auto CAD or as the parties may otherwise agree. Client shall inform Consultant of the Project schedule in sufficient time for the performance of service during regular business hours, Monday through Friday, unless otherwise arranged by mutual agreement. 10 business days are required for the preparation of design documents for Owner or Public Entity review and/or approval. Consultant shall attend meetings regarding the Project on reasonable notice, Monday through Friday. Further, Client shall inform Consultant of any significant events regarding the Project including, but not limited to, its suspension, labor disputes, stop work orders, delays, insolvency of the Owner, General or Sub Contractors.

8. Severability:

In the event that any provision of this Agreement is determined by a Court to be unenforceable, the validity and enforceability of the remaining terms and conditions shall remain in full force and effect

9. Assignment and Delegation:

This Agreement may not be assigned by Client to any third party without the express, written consent of Consultant. Unless otherwise specifically stated in this Agreement, there is no intention by either Consultant or Client to provide a benefit to or create third party beneficiaries.

10. Conflicts:

In reviewing this Project and offering this Agreement, Consultant has made a good faith effort to evaluate whether or not the provision of these services constitutes a conflict of interest under the professional guidelines applicable to this Project at the time of this Agreement. Client represents and warrants that he/she/it is unaware of any professional conflict of interest at the time of executing this Agreement. Consultant shall not be responsible for any damages claimed as a result of any alleged conflict.

11. Mutual Negotiation:

Client has considered other consultants. Consultant has considered other clients. Each enter into the discussion of, negotiation for and reaching the terms and conditions outlined in this Agreement only after due consideration of their separate interests, an opportunity to have the terms and conditions reviewed by counsel if they so chose and an arms-length process which resulted in the review and execution of this Agreement. As a result, this Agreement shall not be construed against anyone who drafted it.

12. Termination:

From time to time, it becomes necessary to terminate a relationship. Consultant and Client agree that termination under this Agreement shall only be effectuated through 30 days written notice. Consultant shall be entitled to full compensation for its services and material, if any, up to and including the date of its receipt of the notice and include any necessary work to preserve the integrity of the project at the sole judgment and discretion of the Consultant. Client shall be entitled to the cooperation and transition of the Consultant's services to any new Consultant in accordance with professional guidelines then in force. Consultant's license to Client as outlined in paragraph 5 shall remain in effect subject to its terms for this Project only. In the event of termination, any unauthorized re-use of the design plans, specifications or other work product for any work other than the subject Project and results in a claim, suit, arbitration or alternative dispute proceeding against Consultant, Client shall defend, indemnify and hold-harmless Consultant from same.

13. Attorney's Fees and Costs:

In the event a legal action becomes necessary to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled, in addition to its costs of suit, to his/her/its reasonable attorney's fees according to proof. The prevailing party is defined as that party which is entitled to its costs of suit following the entry of Judgment in a Court.

14. Integration:

After due consideration of its terms and conditions, and upon the execution of this Agreement, Consultant and Client covenant and agree there are no promised or agreements, prior to or contemporaneous with this Agreement that shall survive the execution of same.

15. Modification:

This Agreement may only be modified by an express, written agreement with the consent of both Consultant and Client accordingly.

16. Authority:

Each signatory to this Agreement represents and warrants that he/she/it is duly authorized to enter into this Agreement and that each other party has relied, to its detriment, on same.

17. Counterpart Signatures:

This Agreement may be executed in counterpart signatures with a copy having the same force and effect as the Original. We appreciate the opportunity to be of service and this offer expires, unless accepted, 60 days from the date of this correspondence.