

STANDARD TERMS AND CONDITIONS

The terms and conditions included by reference in all Quotes and Proposals are those of Ecosystems. These terms contain clauses that restrict the liability of Ecosystems Land Planning, referred to as the "Company," towards the Client and necessitate the Client to indemnify the Company for specific claims for damages. It is advisable for the Client to thoroughly review Ecosystems' standard terms and conditions and seek legal counsel if necessary. The Company and Client mutually agree to these terms:

1.0 Services. Company shall provide Client with the "Services" set forth in the Proposal for Services ("Proposal") with respect to the property identified in the Proposal ("Site"), under these terms and conditions. Company's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes described in the Proposal and for no other purpose. Client acknowledges that Company's Services require decisions, which are based upon judgment stemming from limited data rather than upon scientific certainties. Client, in accepting Company's Proposal, acknowledges the inherent risks to Client and its property associated with the Services described in the Proposal and with underground work in general. Company reserves the right to refuse to undertake any work on behalf of any project or on behalf of any prospective Client. Client acknowledges that other qualified persons and entities are available to carry out the proposed Services. Client also acknowledges that the proposed Services may reveal certain conditions affecting the site, of which Company will inform Client and of which Company may be obligated to inform governmental agencies.

2.0 Billings and Payment. Client will pay Company for Services performed in accordance with the rates and charges in the Proposal. Invoices for Company's Services will be submitted on a monthly basis, or upon completion of Services, as Company shall elect. All invoices are payable in full upon receipt. If payment in full is not received by Company within 30 days of the date on the invoice, the account will be deemed delinquent. Invoice balances remaining unpaid will bear interest from invoice date at 1.5 percent per month or at the maximum lawful interest rate if such interest rate is less than 1.5 percent per month. If Client fails to pay any invoice in full within 30 days of the invoice date, Company may, at any time, and without waiving any other rights or claims against Client, and without thereby incurring any liability to Client elect to terminate performance of Services upon ten (10) days prior written notice by Company to Client. Notwithstanding any termination of Services by Company for non-payment of invoices, Client shall pay Company in full for all Services rendered by Company to the effective date of termination of Services plus all delinquent fees, termination costs, and expenses incurred by Company and related to such termination. Client shall be liable to Company for all costs and expenses of collection, including reasonable attorney's fees. Company's non-exercise of any rights or remedies, whether specified herein or otherwise provided by law, shall not be deemed a waiver of any rights or remedies, nor preclude Company from the exercise of such rights or other rights and remedies under this instrument, or at law.

3.0 Right of Entry. Client grants to Company the right, exercisable from time to time, of entry to the Site by Company, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing all acts, studies and research, including the performing of test borings, test pits and other explorations as described in the Proposal. Should Client not own the Site, Client warrants and represents by acceptance of this Proposal that it has authority and permission of Site owner and any other Site occupant to grant Company this right of entry. Company may require evidence of such authority in a form reasonably satisfactory to Company.

4.0 Subsurface Explorations.

4.1 Normal Disturbance. Client acknowledges that the use of exploratory equipment and processes may affect, alter or damage the terrain, vegetation, buildings, structures, improvements and equipment at, in or upon the Site. Client accepts such risks. Company will not be liable for any affect, alteration or damage arising out of such explorations except that caused by Company's grossly negligent acts. The cost of restoration of the Site because of any damage to the site has not been calculated or included in Company's fees.

4.2 Subterranean Structures. Company will exercise a reasonable degree of care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Site. Company will contact public utilities and review plans, if any, provided to Company by public utilities and public agencies and plans and information about the Site

provided by Client. Company shall be entitled to rely on the accuracy and completeness of such plans and information. So long as Company observes such standard of care, Company will not be responsible for any damage, injury or interference with any subterranean structure, pipe, tank, cable or any other element or condition that is not called to Company's attention prior to commencement of work or which is not shown, or accurately located, on any plans furnished to Company by Client or by any other party (public or private).

5.0 Samples. Company may dispose of all soil, rock, water and any other samples within thirty (30) days after submission of Company's initial report. Client may request in writing that any such samples be retained beyond such date and Company shall arrange for shipment and storage of such samples at mutually agreed shipment and storage charges. Company will not give Client prior notice of intent to dispose of samples.

6.0 Documents. All reports, boring and test pit logs, field data, field notes, laboratory test data, calculations, estimates and other documents, data or information prepared by Company as instruments of Service shall remain the sole property of Company. All reports and other work prepared by Company for Client shall be used solely for the intended purposes and the Site described in the Proposal. Company will retain all pertinent documents for three (3) years following submission of Company's report to Client. Such documents will be available to Client upon request and upon reasonable notice and copies will be furnished by Company to Client for the total cost of reproduction.

7.0 Client's Duty to Notify Company of Hazards. Client represents and warrants that it will provide Company with any and all information known to or suspected by Client with respect to 1) The existence or possible existence at, on or under the Site of any hazardous materials, pollutants or asbestos as defined in the federal Water Pollution Control Act; the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Superfund Reauthorization Act of 1986; the Resource Conservation and Recovery Act of 1976; or under the provisions of federal, state and local laws of similar import now or hereafter existing, 2) any conditions known to Client to exist in, on, under or in the vicinity of the Site which might represent a potential safety hazard or danger to human health or the environment, or 3) any permit, manifest, title record, or other record of compliance or non-compliance with any federal, state or local laws relating in any way, directly or indirectly, to the past or present environmental conditions at the Site.

In no event shall Company be deemed a handler, generator, transporter, or owner of any hazardous materials that may be at the Site. Client shall defend, indemnify, and hold Company harmless from and against any and all claims, suits, costs, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or related to any such claims or allegations of any kind directed at Company by any party or entity that may arise out of or relate to Company's Services.

8.0 Hazardous Materials, Pollutants, Asbestos. If unanticipated potentially hazardous materials, pollutants or asbestos are encountered during the course of this work, Company shall have the right 1) to suspend its work immediately and 2) to terminate its Services upon ten (10) days of Company's written notice of intent to terminate, unless Company and Client agree on mutually satisfactory amendment to the Proposal that may include a revision of the scope of services, adjustment of budget estimates, revised Terms and Conditions, and revised fees.

9.0 Confidentiality. Company will not disclose information regarding the proposal, Company's Services or reports, except 1) to Client, 2) parties designated by Client, 3) as provided in section 10.0 below, 4) as required by law, 5) or to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Information which is in the public domain, or which is provided to the Company by third parties is excepted from the foregoing undertaking.

10.0 Public Responsibility. Client acknowledges that the Client or the Site owner, as the case may be, is now or shall remain in control of the site for all purposes and at all times. Company does not undertake to report to any federal, state, county or local public agencies having jurisdiction over the subject matter any conditions existing at the subject Site from time to time which may present a potential danger to public health, safety or the environment. Client by acceptance of this Proposal, agrees that Client will timely notify each appropriate federal, state, county or local public agency, as required by law, of the existence of any conditions at the Site which may present a potential danger to public health, safety or the environment.

Notwithstanding the provisions of section 9.0 and the foregoing, Company will comply with judicial orders or government directives, and federal, state, county or local laws, regulations and ordinances, and applicable codes regarding the reporting to appropriate public agencies of findings with respect to potential dangers to public health, safety or the environment. Company shall have no liability or responsibility to the Client or to any other persons or entity for reports or disclosures made with such statutory or other lawful requirements. Client shall defend, indemnify and hold Company harmless from and against any and all claims, demands, liabilities and expenses, including reasonable attorneys' fees, incurred by Company and arising directly or indirectly in connection with Company's reporting or disclosing such information under a bona fide belief that such reporting or disclosure is required by law.

11.0 Indemnification. To the fullest extent permitted by applicable law, unless caused by Company's sole negligence or willful misconduct, Client agrees to defend, indemnify and hold harmless Company, its subcontractors, consultants, agents, owners, directors, officers and employees harmless from and against any and all claims for damages and all costs, liability or expense, whether direct, indirect, economic or consequential, including reasonable attorneys' fees, and court and arbitration costs sustained or alleged by any person or entity other than Client, based upon or arising in connection with: 1) a release of hazardous materials or pollutants; 2) bodily injury including death and property damage (real or personal) or any other claim of damage, expense or loss, caused by the release, removal, remediation, assessment, evaluation or investigation of hazardous materials or pollutants; 3) removal, assessment, evaluation or investigation of hazardous materials or pollutants; 4) any federal, state, local or other governmental fines or penalties related to hazardous materials or pollutants; or 5) the detection, abatement, removal or replacement of products, materials, or processes containing asbestos.

12.0 Limitation of Professional Liability.

12.1 General. Client agrees that Company has neither created nor contributed to the creation of any hazardous materials, pollutants, asbestos, or other potentially dangerous substance that is now or may be in the future discovered or introduced at the Site. The Company does not assume any liability for the known and unknown presence of such materials. To the fullest extent permitted by law and notwithstanding Company's applicable insurance coverage limits, Company's liability to Client whether based upon or arising out of Company's actual or alleged breach of contract, tort, breach of warranty, negligent professional acts or omissions, or any other cause of action, is limited in the aggregate to the Company's fees actually received for Services rendered on the project or \$50,000, whichever is greater.

12.2 Increased Limit of Professional Liability. Company may, upon Client's written request, agree to increase the limit of Company's limitation of liability in consideration of payment by Client of additional monetary and other consideration. Any request for increased limit in professional liability must be made to Company in writing within five (5) days of Client's acceptance of this Proposal. Company is not obligated in any way to grant such request. Such additional monetary and other consideration given to the Company for the additional economic risk assumed by the Company shall not be construed as a charge for the placement and provision of additional professional liability insurance by Company.

13.0 Governing Law, Severability, Modifications, Assignments. The agreement between Company and Client shall be governed by and enforceable in accordance with the laws of the State of New Hampshire. The provisions of these Terms and Conditions are severable. The invalidity of any part of these Terms and Conditions shall not invalidate

the remainder of these Terms and Conditions nor the remainder of any portion hereof. These printed Terms and Conditions cannot be modified orally or by any course of conduct. Any modification must be acknowledged in writing by Company. These Terms and Conditions shall take precedence over any inconsistent or contradictory provision contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document issued by Client. Client shall not assign any aspect of the agreement between Client and Company except upon the prior written consent of Company.

14.0 Standard of Care for Services. The Company agrees to perform its Services under this agreement in accordance with the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions. The Company makes no other representations and no warranties of any kind, whether express or implied, with respect to the quality or performance of the Services.

15.0 Construction-Phase Services. In the event Company is required to provide construction-phase services under this Agreement, it is expressly agreed that Company shall not have control over, charge of, or be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Construction Contractor's rights and responsibilities under generally accepted construction practices and as required under their construction contract with the Owner and/or the Client. Company shall, however, be responsible solely for the activities of its own employees while on the jobsite, but this shall not be construed to make Company in any way responsible for the site-specific safety programs of others, or to relieve the Construction Contractor from its responsibilities for maintaining a safe jobsite.

When Company is NOT required to provide construction-phase services under this Agreement, it is expressly agreed that since Company's Services do not include project observation or review of the Construction Contractor's performance, or any other construction-phase services, and since such services will be provided by Client or Owner, then Client or Owner assumes all responsibility for interpretation of the contract documents and for construction observation or review and waives any claims against the Company, its agents and employees, that may be in any way connected thereto. In addition, the Client or Owner shall defend, indemnify, and hold harmless the Company, its agents and employees, from and against any claims, losses or damages arising from the lack of construction-phase services.

16.0 Waiver of Subrogation. The Client hereby waives all rights of subrogation against the Company with respect to any damages the Client may incur to the extent such damages are covered by any insurance maintained by the Client. The Client shall endeavor to require corresponding waivers of subrogation rights in Company's favor from any contractors or consultants Client may retain to perform work or services relating to the Services.

17.0 Additional Insured. Client shall name or require its insurance carriers to name Company as an additional insured on any Commercial General Liability insurance policy maintained by Client and shall require the same of any other contractors or consultants retained by Client that may be performing work or services relative to the Services.

END OF TERMS AND CONDITIONS