

TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC.

**GENERAL TERMS AND CONDITIONS FOR
AGREEMENT BETWEEN OWNER AND ARCHITECT**

THESE GENERAL TERMS AND CONDITIONS FOR AGREEMENT BETWEEN OWNER AND ARCHITECT (“Terms and Conditions”) constitute a part of the Contract Documents, as defined below, and are the Terms and Conditions referred to in a Purchase Order issued by Owner to Architect and accepted by Architect (the “Purchase Order”).

RECITALS:

A. Toyota Motor Engineering & Manufacturing North America, Inc. (“Owner”) desires to construct or cause to be constructed certain improvements on real property (the “Project”) owned either by Owner or by an affiliated, subsidiary or related entity of Owner (such affiliated or related entities being referred to collectively herein as “NAMCs” and each individually as a “NAMC”).

B. Owner has engaged Architect to provide certain services in connection with the Project as more particularly set forth in these Terms and Conditions.

NOW THEREFORE, in consideration of the foregoing premises and intending to be bound herein Owner and Architect agree as set forth below.

1. ARCHITECT’S RESPONSIBILITIES.

1.1 Architect’s Services. Architect’s services (collectively, the “Services”) consist of those Basic Services described in Section 2 herein and Additional Services (if any) set forth in Architect’s proposal attached hereto as Exhibit “A” and incorporated herein by reference (the “Proposal”), as may be modified by Bid Clarification Sheet, if any, attached hereto as Exhibit “B” and incorporated herein by reference (the “Bid Clarification Sheet”), and in the Additional Scope of Services (if any) attached hereto as Exhibit “C” and incorporated herein by reference (“Additional Scope of Services”). All of the foregoing documents are referred to as “Additional Documents” in the Purchase Order. The Services shall be performed by Architect, Architect’s employees and consultants. Notwithstanding Architect’s use of consultants or other third parties as may be permitted hereunder, Architect shall remain at all times primarily liable for the provision of the Services.

1.2 Conflict Between Documents. The Contract Documents shall consist of the Purchase Order, these Terms and Conditions, the Proposal, the Bid Clarification Sheet (if any) and the Additional Scope of Services. In the event of a conflict between these Terms and Conditions and the Proposal, the Bid Clarification Sheet or the Additional Scope of Services, the terms of the latter documents shall control over these Terms and Conditions. The terms of the Proposal, as modified by the Bid Clarification Sheet, shall control over the Additional Scope of Services in the event of a conflict in terms.

1.3 Performance of Services. The Services shall be performed with professional skill and care, and as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, but shall always be subject to any performance schedules established in the Contract Documents.

1.4 Performance Schedule. The Services shall be performed in strict accordance with any time frame set forth in the Contract Documents and time shall deemed to be of the essence in the performance of the Services. If not initially provided for in the Contract Documents, upon request of Owner, Architect shall submit for Owner’s approval a schedule for the performance of the Services which may be adjusted as the Project proceeds, and shall

include allowances for periods of time required for Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule and approved by Owner shall not, except for reasonable cause and with Owner's consent, be altered or amended. Owner reserves the right to revise the performance schedule upon written notice to Architect. Such revision shall be binding upon Architect, subject to Architect's right to seek additional compensation for overtime pursuant to Section 7.2(a)(3).

1.5 Owner's Review. Owner's review and approval of any and all documents, designs, plans or specifications or other matters required herein shall be for the purpose of providing Architect with information as to Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents, designs, plans or specifications and shall in no way create any liability on the part of Owner for errors, inconsistencies or omissions in any approved documents, designs, plans or specifications nor shall any such review and approval alter Architect's responsibilities hereunder and with respect to such documents, designs, plans or specifications.

2. SCOPE OF ARCHITECT'S BASIC SERVICES.

2.1 Definition.

(a) Architect's Basic Services consist of those described in this Article and include normal structural, mechanical and electrical engineering services and any other engineering services necessary to produce a complete and accurate set of Construction Documents, as described by and required in Section 2.4, together with any other Services identified as Basic Services in the Additional Documents. The Schematic Design Documents, Design Development Documents and Construction Documents provided herein shall comply with all applicable laws, statutes, ordinances, codes, orders, rules and regulations.

(b) Architect's Basic Services shall also include:

(1) Supporting and coordinating with Owner to develop and finalize program requirements for the Project providing information, data and reasonable comparison studies requested by Owner.

(2) Assisting Owner in Project scheduling.

(3) Identifying all required permits and assisting Owner and Contractor in obtaining required permits from government agencies and local authorities.

(4) Issuing design documents for Owner's review at the completion of each stage of design and for permit approvals.

(5) Architect shall be responsible for the coordination of all drawings and design documents relating to Architect's design and used on the Project, regardless of whether such drawings and documents are prepared or performed by Architect, by Architect's consultants, or by others. If preliminary or design development work has been performed by others, Architect is nevertheless fully responsible for and accepts full responsibility for such earlier work when Architect performs subsequent phases of the Basic Services called for under the Contract Documents, as fully as if the preliminary, schematic and design development work had been performed by Architect itself. Architect shall be responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect. Architect shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Architect and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

2.2 Schematic Design Phase.

(a) Architect, in consultation with Owner and any other persons designated by Owner, shall ascertain Owner's needs including, without limitation, aesthetic, functional, time, financial and other design-related issues and shall establish the requirements for the Project, including the budget parameters. Taking into account such needs and requirements of Owner, Architect shall develop a written program for the Project.

(b) Architect shall provide a preliminary evaluation of Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 4.2(a).

(c) Based on the mutually agreed-upon program, schedule and construction budget requirements, Architect shall prepare, for approval by Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

(d) Architect shall submit to Owner a preliminary estimate of Construction Cost based on current area, volume, or other unit costs.

(e) Architect shall perform value analysis and life-cycle costing of alternative systems, materials, and equipment as Owner may reasonably request or as set forth in the Additional Documents.

(f) Architect shall develop a list of critical long-lead equipment and outline specifications.

2.3 Design Development Phase.

(a) Based on the approved Schematic Design Documents and any adjustments authorized by Owner in the program, schedule or construction budget, Architect shall prepare, for approval by Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

(b) Architect shall advise Owner of any adjustments to the preliminary estimate of Construction Cost. In light of the Design Development Documents and such adjustments in the program, approved by Owner, if any, Architect shall promptly submit for Owner's approval: (i) a detailed Statement of Probable Construction Cost of the Project, which statement shall indicate Architect's best estimate of the cost of each category of work involved in constructing the Project, including engineering fees and (ii) an estimate of (a) Architect's compensation for Additional Services (computed on the basis provided in the Additional Documents) and (b) Reimbursable Expenses (computed on the basis provided in the Additional Documents).

(c) Architect shall prepare final drawings and specifications for critical long-lead equipment and early construction packages including, but not limited to, site preparation and structural steel.

2.4 Construction Documents Phase.

(a) Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by Owner, Architect shall prepare, for approval by Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

(b) Architect shall prepare technical specifications for the Project.

(c) Architect shall advise Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in Project requirements or in the general market conditions which affect the Project.

(d) Architect shall assist Owner in connection with Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, including advising Owner of the necessity for and the preparation and timely filing of such documents.

(e) The Construction Documents shall include all Drawings and Specifications required to obtain all permits and approvals necessary to complete the construction of the Project and shall be in compliance with all applicable laws, statutes, ordinances, codes, orders and regulations.

(f) Construction drawings and specifications, or other construction documents or construction contract documents submitted by Architect to Owner for approval or to any contractors for bidding or negotiation shall be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations and laws, except to the extent expressly and specifically otherwise stated in detail in writing by Architect at the time of such submission. By submitting same for construction contract purposes, Architect certifies that it has informed Owner of any tests, studies, analyses or reports which are necessary or advisable to be performed by or for Owner at that point in time.

(g) Architect shall assist Owner in identifying potential bidders for various phases of the Project.

3. OWNER'S RESPONSIBILITIES.

3.1 Owner Information. Owner shall provide full information regarding requirements for the Project, including a program which shall set forth Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expendability, special equipment, systems and site requirements, including without limitation Owner's (or an NAMC's) need to continue uninterrupted its business activities in the vicinity of the Project.

3.2 Budget. Owner shall establish and update an overall budget for the Project, including the Construction Cost, Owner's other costs and reasonable contingencies related to all of these costs.

3.3 Owner Representative. Owner shall designate a representative authorized to act on Owner's behalf with respect to the Project. Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by Architect in order to avoid unreasonable delay in the orderly and sequential progress of Architect's services,

3.4 Surveys. Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

3.5 Geotechnical. Owner shall furnish the services of geotechnical engineers when such services are requested by Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing

values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

3.6 Other Consultants. Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by Architect.

3.7 Tests for Hazardous Materials. Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials and other laboratory and environmental tests, inspections and reports required by law or as determined to be appropriate by Owner.

3.8 Other Services. Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project.

3.9 Reliance on Owner Information. Unless otherwise provided in the Additional Documents, the services, information, surveys and reports required by Sections 3.4 through 3.8 shall be furnished at Owner's expense, and Architect shall be entitled to rely upon the accuracy and completeness thereof, provided that Architect shall be under an obligation to, and shall immediately notify, TMMNA in writing if Architect becomes aware of any error or inaccuracy in any of the foregoing.

3.10 Certificates Requested of Architect. Architect shall from time to time execute such certificates or certifications relating to the Services as Owner may request. The proposed language of certificates or certifications requested of Architect or Architect's consultants shall be submitted to Architect for review and approval at least five (5) business days prior to execution. Owner shall not request certificates or certifications that would require knowledge or services beyond the scope of the Contract Documents.

3.11 Limitation on Owner Information. Notwithstanding anything to the contrary in this Section 3, Owner shall only furnish information or services described in this Section 3 to the extent that any such information or service is reasonably required by Architect to perform the Services and is requested by Architect in writing.

4. CONSTRUCTION COST.

4.1 Definition.

(a) The Construction Cost shall be the total cost or estimated cost to Owner of all elements of the Project designed or specified by Architect.

(b) The Construction Cost shall include the cost at current market rates of labor and materials furnished by Owner and equipment designed, specified, selected or specially provided for by Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

(c) Construction Cost does not include the compensation of Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of Owner as provided in Article 3.

4.2 Responsibility for Construction Cost.

(a) Evaluations of Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by Architect, represent Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Architect nor Owner has

control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Architect.

(b) No fixed limit of Construction Cost shall be established as a condition of the Contract Documents by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in the Additional Documents. If such a fixed limit has been established, Architect shall be permitted to include reasonable contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the construction contract documents, to make reasonable adjustments in the scope of the Project and to include in the construction contract documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the construction contract documents.

(c) If the Bidding or Negotiation Phase has not commenced within 90 days after Architect submits the Construction Documents to Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to Owner and the date on which proposals are sought.

(d) If a fixed limit of Construction Cost (adjusted as provided in Section 4.2(c)) is exceeded by the lowest bona fide bid or negotiated proposal, Owner shall:

- (1) give written approval of an increase in such fixed limit;
- (2) authorize rebidding or renegotiating of the Project within a reasonable time;
- (3) if the Project is abandoned, terminate in accordance with Section 6.1; or
- (4) cooperate in revising the Project scope and quality as required to reduce the Construction

Cost.

(e) If Owner chooses to proceed under Section 4.2(d)(4), Architect, without additional charge, shall modify the Construction Documents as necessary to comply with the fixed limit, if established as a condition of the Contract Documents. The modification of Construction Documents shall be the limit of Architect's responsibility arising out of the establishment of a fixed limit. Architect shall be entitled to compensation in accordance with the Contract Documents for all services performed whether or not the Construction Phase is commenced.

5. USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS.

5.1 Ownership of Drawings. Original Drawings, Specifications and other documents prepared by Architect for this Project as instruments of Architect's service are and shall remain the property of Architect whether the Project is executed or not. The Project, however, is the property of Owner. Owner shall be permitted to retain copies, including reproducible copies, of Architect's Drawings, Specifications and other documents prepared by Architect for this Project for information and reference in connection with the use and occupancy of the Project by Owner and/or NAMC and as otherwise permitted herein. It is expressly understood and agreed that Owner shall have the right to utilize without charge the Drawings, Specifications and other documents in the event Owner expands the Project, corrects any deficiencies, makes any renovation or repairs to the Project or for future Project design use, including, but not limited to, construction of other buildings on this or other sites and Owner may reproduce and furnish such Drawings, Specifications and other documents to other architects and to contractors and other third

parties for such purposes. If Architect's Drawings, Specifications or other documents are used by Owner for expansion or future Project design of other buildings, Owner shall indemnify Architect from any cost, claims or damages relating thereto, except any that arise from the negligence of Architect.

5.2 Submission for Regulatory Requirements. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of Architect's and Owner's reserved rights.

5.3 Limitation on Use by Architect. Architect shall not, without the prior written consent of Owner, use or allow to be used in any manner the Drawings, Specifications or any other documents prepared by Architect for this Project developed pursuant to the Contract Documents or any documents, Drawings or Specifications substantially similar thereto for any project other than the Project.

6. TERMINATION, SUSPENSION OR ABANDONMENT.

6.1 Termination by Either Party. The Contract Documents may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Contract Documents through no fault of the party initiating the termination. Owner may terminate the Contract Documents without cause upon not less than seven (7) days' prior written notice. In the event the Contract Documents are terminated through no fault of Architect, Architect as its sole and exclusive remedy hereunder shall be entitled to receive compensation for that portion of Basic and Additional Services due for Services properly and timely performed in accordance with the Contract Documents and for any Reimbursable Expenses properly incurred to date and substantiated as provided in Section 7.2 below.

6.2 Suspension by Owner. If the Project is suspended by Owner for more than thirty (30) consecutive days, Architect shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of Architect's Services. Payment for such expenses shall be subject to such documentation as Owner may reasonably request. Notwithstanding the preceding sentence, Architect's compensation shall be computed on the basis of Architect's usual and customary hourly rates for time productively devoted to the Project by Architect's principals and technical personnel for a period of two (2) days after any such suspension of the Project. If the Project is suspended by Owner for more than ninety (90) consecutive days, Architect may terminate the Contract Documents by giving written notice and Architect shall be entitled to the remedy set forth in Section 6.1 above.

6.3 Owner's Failure to Make Payments. If Owner fails to make payment when due Architect for services and expenses, Architect may, upon seven (7) days' written notice to Owner advising of Architect's intention to suspend performance of the Services, suspend performance of the Services under the Contract Documents. Unless payment in full is received by Architect within seven (7) days of the date of the notice, the suspension shall take effect without further notice. If such failure is not corrected by Owner within thirty (30) days of the date of the notice, Architect may terminate the Contract Documents. In the event of a suspension or termination of Services, Architect shall have no liability to Owner for delay or damage caused Owner because of such suspension or Termination of Services. Notwithstanding the provisions above, if Owner's failure to make payment is based on Architect's breach of its obligations (or Owner's allegation of such breach), then the above provisions of this Section 6.3 shall not be applicable, and Architect shall continue to perform the Services, but may submit any dispute to the alternative dispute resolution provisions of Section 11.9.

6.4 Default by Architect. If Architect at any time fails to meet the performance schedules established herein or pursuant to the Contract Documents, or should Architect fail to maintain the insurance required pursuant to Section 9, or should Architect otherwise be in default of its obligations hereunder and fail to cure such default within seven

(7) days of receipt of written notice from Owner specifying such default, then in such event Owner may terminate the Contract Documents and withhold any payments then due and owing to Architect and pursue any and all remedies available to it in law or equity.

7. PAYMENTS TO ARCHITECT.

7.1 Direct Personnel Expense. Direct Personnel Expense is defined as the direct salaries of Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

7.2 Reimbursable Expenses.

(a) Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include reasonable, documented expenses incurred by Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses.

(1) Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

(2) Expense of reproduction, postage and handling of Drawings, Specifications and other documents.

(3) If authorized in advance by Owner in writing, expense of overtime work requiring higher than regular rates. In no event shall Owner be responsible for overtime required in order to meet the time limits provided herein for the delivery of the Services, unless Owner has accelerated the performance schedule as permitted under Section 1.4 and such overtime is reasonably required to meet such accelerated schedule.

(4) Expense of renderings, models and mock-ups requested by Owner.

7.3 Payments on Account of Basic Services. Payments for Basic Services shall be in the amount set forth in the Contract Documents and shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in the Contract Documents.

7.4 Payments on Account of Additional Services. Payments on account of Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of Architect's statement of services rendered or expenses incurred, on the basis set forth in the Contract Documents.

7.5 Payments Not to be Withheld. No deductions shall be made from Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which Architect has been found to be liable.

7.6 Architect's Accounting Records. Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to Owner or Owner's authorized representative at mutually convenient times and shall be maintained for a period of at least three (3) years following the completion of the Services.

8. BASIS OF COMPENSATION.

8.1 Compensation Generally. Owner shall compensate Architect for Basic Services, Additional Services and Reimbursable Expenses as set forth in the Purchase Order and/or the Additional Documents.

8.2 Material Change in Scope. In the event of a material change in the scope of the Project or the Services, Architect shall continue to perform in accordance with the terms of the Contract Documents during the course of any renegotiations of Architect's compensation hereunder.

9. INDEMNITY AND INSURANCE.

9.1 Indemnity. Architect hereby agrees to indemnify, defend and hold Owner and the NAMCs, its and their agents, employees and designees and any other entities and their agents, employees and designees designated by Owner, hereunder (collectively called the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including attorneys' fees, that the Indemnitees may incur by reason of any injury or damage sustained to any person or property (including, but not limited to, any one or more of the Indemnitees), or by reason of any other losses or damages, arising out of, or occurring in connection with, the performance, or lack of performance, by Architect of his and its duties and obligations under or pursuant to the Contract Documents.

9.2 Insurance. Architect shall procure, at no expense to Owner, the insurance coverages set forth below insuring Architect, his employees, agents and designees and the Indemnitees and shall maintain such coverages in full force and effect as specified in this Section 9.2. Architect shall include the Indemnitees as additional insureds to the insurance policies described below in Sections 9.2(b) and 9.2(c) by causing amendatory riders to be attached to such policies. The insurance coverage afforded under these policies shall be primary to any insurance carried independently by the Indemnitees. Said endorsements and amendatory riders shall indicate that with respect to the Indemnitees, severability of interest shall exist under said insurance policies for all coverages provided thereunder. The insurance specified below shall be placed with insurance companies rated at least A/XV by Best's Rating Service and shall incorporate a provision requiring the giving of notice to Owner at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies. Architect shall promptly furnish Owner with certified copies of policies obtained pursuant to this Section 9.2 and shall not commence any Services under the Contract Documents until such insurance is obtained.

(a) Architect's Professional Liability Insurance in the amount of two million Dollars \$2,000,000, with a deductible no greater than one hundred fifty thousand Dollars (\$150,000), covering bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the indemnity obligations set forth in Section 9.1, which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of the Contract Documents and for a period of three (3) years after the completion of any and all of Architect's Basic and Additional Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any Services hereunder are commenced and the date of the Contract Documents.

(b) Comprehensive, or Commercial, General Liability Insurance including broad-form contractual liability and completed operations, explosion, collapse and underground hazards in the amount of five million Dollars (\$5,000,000) covering bodily injury, including personal injury resulting therefrom, and property damage.

(c) Comprehensive Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, in the amount of one million Dollars (\$1,000,000) covering bodily injury, including personal injury resulting therefrom, and property damage, written on an occurrence basis.

(d) Worker's Compensation Insurance in the amount of the statutory maximum with an employer's liability coverage of at least one million Dollars (\$1,000,000).

9.3 Failure to Furnish and Maintain Insurance. If Architect fails to furnish and maintain insurance as required by Section 9.2, Owner may purchase such insurance on behalf of Architect, and Architect shall pay the cost thereof to Owner upon demand therefor and shall furnish to Owner any information needed to obtain such insurance. The cost of any insurance obtained by Owner pursuant to this Section may be offset against any sums due Architect hereunder. Insurance policies set forth in Section 9.2(b), 9.2(c) and 9.2(d) shall be kept in full force and effect until the date of final payment to Architect for any Project, or portion thereof, designated hereunder, except the Completed Operations coverage, which shall extend an additional three (3) years thereafter.

10. NON-DISCLOSURE AGREEMENT. Architect agrees to execute upon request by Owner or applicable NAMC, a non-disclosure agreement in a form satisfactory to Owner or such NAMC, which agreement shall relate to any confidential or proprietary data or information to be disclosed by Owner or any NAMC to Architect. Notwithstanding the absence of such request, the following terms shall apply to "Confidential Information" defined as follows:

10.1 Definition.

(a) Any information provided to Architect by Owner or any NAMC, or any third party, or discovered or otherwise observed by Architect relating to any operations of Owner or any NAMC and information relating to products and products in development; and

(b) All documents, records, data compilations, computerized records, statements, drawings, plans, specifications, interviews, opinions or other information to which Architect may be provided access by Owner or any NAMC or any third party as a result of the provision of the Services.

10.2 Exclusion. The term "Confidential Information" shall not include information that:

(a) is or becomes available in the public domain through no wrongful act of Architect;

(b) is already in Architect's possession prior to the commencement of performance hereunder without an obligation of confidentiality;

(c) is independently developed by Architect;

(d) is required to be disclosed pursuant to any final and unappealable order of a court or agency of competent jurisdiction served on Architect, provided that Architect gives Owner or applicable NAMC written notice within two days of receipt of such order and at least 30 days prior to the production or disclosure of any such Confidential Information; or

(e) is required to be filed with any public agency as part of obtaining permits or approvals required for performance hereunder.

10.3 Use of Confidential Information.

(a) Except as otherwise authorized in writing by Owner or applicable NAMC, all Confidential Information shall be deemed confidential, and without the prior written consent of Owner or such NAMC, Architect shall not, nor shall Architect permit any related parties, or any other person under the respective control of Architect, to (1) communicate, disclose, divulge, reveal or otherwise make known any Confidential Information to any person or entity not a party to a Confidentiality Agreement with Owner or an applicable NAMC in connection with the

Services; or (2) use any Confidential Information for any purpose which may adversely affect Owner or any NAMC, or any respective business, operations or other business conducted by any of its affiliates or related companies.

(b) Architect shall (1) take all reasonable care to keep the Confidential Information confidential, and (2) expressly require each of its officers, staff members, other employees, representatives, and agents exposed to any of the Confidential Information to keep all Confidential Information confidential. Architect shall limit the use and circulation of the Confidential Information within its organization to the maximum extent possible.

(c) Immediately at Owner or an applicable NAMC's request, Architect shall return all Confidential Information to Owner or such NAMC.

10.4 Injunctive Relief. Architect acknowledges that the restrictions contained in this Section 10 are necessary to protect the legitimate interests of Owner and the NAMCs and that any violation thereof would result in irreparable harm and injury to Owner and such NAMCs. In the event of a breach or threatened breach by Architect of any provision of this Section 10, Architect agrees that Owner and any affected NAMC will be entitled to injunctive relief restraining Architect from such breach or threatened breach and to any other legal or equitable remedies available to Owner and such NAMC.

11. MISCELLANEOUS PROVISIONS.

11.1 Governing Law. The Contract Documents shall be governed by the law of the State of Texas.

11.2 Release of Claims. Owner and Architect waive all rights against each other and against the NAMCs, contractors, consultants, agents and employees of the other for damages to property during construction, but only to the extent of property insurance proceeds actually received. Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

11.3 Binding Effect. Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the Contract Documents generally and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of the Contract Documents. Notwithstanding the foregoing provisions, Architect shall not assign the Contract Documents without the written consent of Owner.

11.4 Entire Agreement. The Contract Documents, including any attachments incorporated herein, represent the entire and integrated agreement between Owner and Architect and supersede all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended only by written instrument signed by both Owner and Architect.

11.5 No Third Party Beneficiary; Exception. Except as provided below with respect to NAMCs, nothing contained in the Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Architect. It is understood and agreed that the term "Owner" as used herein shall include any NAMC on whose property the Project is located for the purposes of jointly and severally enforcing the terms hereof. In no event shall any NAMC be liable for the performance of any duties or obligations of Owner hereunder, unless and to the extent such duties or obligations have been expressly assumed by such NAMC in writing.

11.6 Disclaimer with Respect to Hazardous Materials. Unless otherwise provided in the Contract Documents, Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to

asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, provided that Architect shall be under a duty to disclose to Owner and to take into account in performing the Services, the presence of hazardous materials affecting the Project to the extent Architect is aware, or should, in the provision of the Services, be aware.

11.7 Advertising. Without Owner's prior written consent, Architect shall not use or permit use of the words "Toyota Motor Manufacturing North America, Inc.", "Toyota", "TMMNA", or any similar word or trademark of TMMNA, Toyota Motor Corporation, or any of the NAMCs in the description or marketing of services provided by Architect, nor shall Architect advertise or publish that Architect has contracted to furnish Services to Owner.

11.8 Notices. Notices required under the Contract Documents must be in writing and, must be sent by one of the following means: (i) regular mail, (ii) a nationally recognized overnight courier service or (iii) telefax. Notices sent to Owner must be sent to the address set forth in the Purchase Order, marked for the attention of the Manager, Facilities and Transportation Purchasing Department, and must refer to the Contract Documents. Notices sent to Architect must be sent to the address set forth in the Purchase Order and to the attention of such department or individual as is maintained in Owner's files concerning notices to Architect.

11.9 Alternative Dispute Resolution. In the event of a dispute concerning contractual causes arising from the Contract Documents, including without limitation disputes as to the payment of sums hereunder for the provision of Services or upon termination, suspension or abandonment, Owner and any applicable NAMC and Architect shall endeavor to settle the dispute through good faith negotiations. Only if the dispute cannot be resolved through good faith negotiations, either party has the right to request non-binding mediation. If mediation fails to resolve the dispute, the parties agree to submit the matter in dispute to binding arbitration. Written notice of the intent to submit a matter to arbitration shall be given by the party requesting same. The arbitration proceedings shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration of Business Disputes, or if the parties so agree, the relevant rules of another arbitration organization. In any case, regardless of any rules of the selected arbitration organization to the contrary, only one arbitrator shall be used to decide the outcome of the arbitration. Such arbitration shall be held in Dallas County, Texas, or if the parties agree upon another location, that other location. The prevailing party shall be entitled to an award of attorney's fees. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. "1-16, and judgment upon the arbitrator's award may be entered in any court having jurisdiction over such matter.

11.10 Survival. Any provisions of the Contract Documents which by their nature extend beyond the expiration, termination or cancellation of the Contract Documents or the completion of the Project shall remain in full force and effect until fulfilled and/or performed and shall inure to the benefit of and be binding upon Owner, Architect and their respective heirs, successors and assigns.

EXHIBIT "A"

PROPOSAL

EXHIBIT "B"
BID CLARIFICATION SHEET

EXHIBIT "C"
ADDITIONAL SCOPE OF SERVICES