

## ADDENDUM

In consideration of the mutual covenants and promises of the parties hereunder, this Addendum shall be incorporated into and made a part of the Structural Consultation Agreement (the "Agreement") between J. Hershey Architecture ("Consultant") and Dana Point Condominium Association (the "Association" or "Client"). To the extent there is any inconsistency between this Addendum and any part of the Agreement, this Addendum shall control.

I Consultant shall only perform and provide the services identified in Phase 1 of Scope of Services set forth in the Agreement. A separate contract shall be prepared and executed for any other services to the extent the Client retains the Consultant for additional services.

II The Agreement is modified as follows:

- a) The Agreement at the section entitled "General Conditions" shall be modified so that the sixth paragraph (on Page 3 of the Agreement) shall read as follows (strikeout are words deleted, underline are words added):

In the event that it becomes necessary for the Consultant to retain an attorney to collect payments for services rendered or expenses incurred under this Agreement, or either party brings legal action to enforce this Agreement, ~~Consultant the prevailing party in the action~~ shall be entitled to recover all reasonable attorney's fees and related expenses, including costs of appeal and related attorney's fees.

- b) The Agreement at the section entitled "General Conditions" shall be modified so that the second paragraph (on Page 3 of the Agreement) is modified by deleting the last sentence (relating to attorneys fees ).

- c) The Agreement at the section entitled "General Conditions" shall be modified so that the fifth, sixth and seventh paragraphs on Page 5 of the Agreement, shall read as follows (strikeout are words deleted, underline are words added):

This Agreement may be terminated by Client upon not less than seven days' written notice to the Consultant for the Client's convenience and without cause, and without payment of a penalty, termination, or cancellation fee or expenses.

In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, but in no event shall such compensation exceed the fee identified in the Compensation/Schedule of Fees set forth on Page 2 of the Agreement, together with Reimbursable Expenses then due ~~and all Termination Expenses as defined below.~~

~~Termination Expenses are in addition to compensation for services of the Agreement and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of services not performed by the Consultant.~~

- III. Prior to commencement of work, the Consultant shall provide an updated Certificate of Insurance evidencing that all policies of insurance are current and in effect. Consultant shall provide an updated certificate at any time upon request by the Client.

DANA POINT CONDOMINIUM  
ASSOCIATION (Client):

J. HERSHEY ARCHITECTURE, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_