



RUDELL & ASSOCIATES, INC.

74-16 WOODSIDE AVENUE
TEL: (718) 898-7500

ELMHURST, NEW YORK 11373
FAX: (718) 898-8064

EMPLOYMENT AGREEMENT

Employment Agreement this 8th day of March, 2004 by and between Rudell & Associates, Inc., a New York State corporation ("Employer") and Harry D. Vejano ("Employee").

Employer employs the Employee and the Employee accepts employment, upon the term's conditions and covenants as follows:

- 1 The term of employment shall be from April 1, 2004 until visa expiration (02/01/2007).
2. Employee shall receive, for all services rendered, a salary of \$31,658.00 per year, payable every two (2) weeks. Salary payments shall be subject to withholding and other applicable deductions.
3. The duties of Employee shall be in the area of architecture; [1] Prepare detailed drawings of architectural designs and plans for buildings, according to specifications, sketches, and rough drafts. [2] Draw rough and detailed sketches, drawings, and plans to scale; [3] Prepare architectural layout drawings for residential, commercial and industrial facilities; and [4] Perform such other related technical and architectural functions. He will be required to exercise a limited judgment on details of work and making preliminary selections and adaptations of engineering alternatives. He will receive close supervision in new aspects of assignments.

The Employee shall devote his full and entire time and attention to the Employer's business.

4. Employee shall have an office space, facilities and services that are suitable to the position and appropriate for the performance of Employee's duties.
5. Employer shall reimburse Employee for all reasonable expenses incurred in the performance of Employee's business, e.g. entertainment, travel, etc. Employee will be reimbursed upon submission of an itemized account of such expenditures with receipts where practicable.
6. Employee shall be entitled for one (1) week of paid vacation for the first two (2) years and two (2) weeks from third (3rd) year thereafter. Any absence from work other than the specified allowable will not be compensated.
- 7 Employee is entitled for one (1) week compensation in case he is unable to perform Employee's duties by reason of illness or incapacitated. Upon return to full employment, full compensation shall be reinstated.
8. Notwithstanding any provision in this Employment Agreement to the contrary, if Employee is unable to perform or is absent from employment for a period of more than one (1) month, Employer may terminate this Employment Agreement, without further cause, and all obligations of Employer hereunder shall terminate.
9. This Employment Agreement may be terminated by the employer upon written notice within five (5) working days. If Employer elects to terminate, Employer shall pay to employee on the last day of employment severance pay of one (1) week, subject to withholding and deductions. The visa petition is subject to cancellation and the Employer will notify the U.S. Immigration authorities when this Employment Agreement is terminated.

10. In the event Employee dies during the term of Employment, Employer shall pay Employee's estate the salary that would otherwise be payable to the end of the month in which the Employee died and as a death benefit a sum equal to one (1) week employee base pay.
11. Any controversy or claim arising out of, or relating to this Employment Agreement, or the breach thereof, shall be settled by arbitration in the City of New York, State of New York, in accordance with the then governing rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.
12. Any notice required to be given shall be either: (i) personally delivered, or (ii) sent by U.S. Postal Service, postage pre-paid, Certified Mail, Return Receipt Requested to the Employer at the place of employment and to the Employee at the last residence address given to and on file with the Employer.
13. A waiver of a breach of any provision of this Employment Agreement shall not operate or be construed as a waiver of any subsequent breach.
14. The services of Employee are personal and unique and therefore Employee may not assign this Employment Agreement nor delegate the duties and obligations hereunder except in the normal course of business.
15. The employee while performing work under this agreement shall not solicit or accept any job or services while the contract is in force. Employee shall not engaged in any contract related or unrelated to work from Employer's client for a period of six (6) months after the employee terminates his employment to the employer. Employee upon violation of this term shall be penalized to pay the employer fifty percent (50%) of the earned compensation equivalent to previous six (6) months total income.
16. This Employment Agreement contains the entire understanding of the parties, except as may be set forth in writing signed by the party against whom enforcement may be sought, simultaneously with or subsequent to the execution of this Employment Agreement.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Employment Agreement as of the date first above written.

Rudell & Associates, Inc.

By:

Rodolfo (Rudy) C. Quiambao, P.E.

(Employer)


Signature / Date

Accepted by:

Harry D. Vejano

(Employee)

Signature/ Date