

Re

RE

02-13-2003



Tab settings

102364410

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 10-7-02 Infrastructure Technology, Inc. dba Robinson Engineering Group

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Asset Purchase Agreement

Execution Date: January 1, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

2,610,903

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James M. Robinson

Internal Address:

Street Address: 6272 Dupont Station Court

City: Jacksonville State: FL Zip: 32217

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James M. Robinson Name of Person Signing

Signature

February 3, 2003 Date

Total number of pages including cover sheet, attachments, and document:

50

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 10-7-02
Infrastructure Technology, Inc.
dba Robinson Engineering Group

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other S-Corporation (Florida)

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Asset Purchase Agreement

Execution Date: January 1, 2002

2. Name and address of receiving party(ies)
Name: King Engineering Associates, Inc.
Internal Address: _____

Street Address: 4921 Memorial Highway, #300
City: Tampa State: FL Zip: 33634

- Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Florida
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,610,903

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James M. Robinson

Internal Address: _____

Street Address: 6272 Dupont Station Court

City: Jacksonville State: FL Zip: 32217

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40.00

- Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James M. Robinson
Name of Person Signing

[Signature]
Signature

October 1, 2002
Date

Total number of pages including cover sheet, attachments, and document: 2

10/10/2002 LNUJELLER 00000064 2610903

01 FC:481

40.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002671 FRAME: 0508

ASSET PURCHASE AGREEMENT

BY AND AMONG

INFRASTRUCTURE TECHNOLOGY, INC.,

JAMES M. ROBINSON

AND

KING ENGINEERING ASSOCIATES, INC.

DATED AS OF DECEMBER 12, 2001

TABLE OF CONTENTS

Page

ARTICLE I -- DEFINITIONS	1
Section 1.1 <u>Definitions</u>	1
ARTICLE II -- PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES; CLOSING	3
Section 2.1 <u>Purchase and Sale of Assets</u>	3
Section 2.2 <u>Closing</u>	5
ARTICLE III -- CONDITIONS TO CLOSING	5
Section 3.1 <u>Conditions to the Purchaser's Obligations</u>	5
ARTICLE IV -- COVENANTS BEFORE CLOSING	7
Section 4.1 <u>Affirmative Covenants of the Company</u>	7
ARTICLE V -- REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE OWNER	7
Section 5.1 <u>Organization and Corporate Power</u>	8
Section 5.2 <u>Authorization of Transactions</u>	8
Section 5.3 <u>Absence of Conflicts</u>	8
Section 5.4 <u>Financial Statements and Related Matters</u>	8
Section 5.5 <u>Absence of Undisclosed Liabilities</u>	9
Section 5.6 <u>Real Property</u>	9
Section 5.7 <u>Assets</u>	9
Section 5.8 <u>Taxes</u>	9
Section 5.9 <u>Contracts and Commitments</u>	10
Section 5.10 <u>Proprietary Rights</u>	10
Section 5.11 <u>Litigation; Proceedings</u>	11
Section 5.12 <u>Employees</u>	11
Section 5.13 <u>Employee Benefit Plans</u>	11
Section 5.14 <u>Disclosure</u>	12
Section 5.15 <u>Closing Date</u>	12
ARTICLE VI -- REPRESENTATIONS AND WARRANTIES OF THE PURCHASER	12
Section 6.1 <u>Organization</u>	12
Section 6.2 <u>Authorization of Transactions</u>	12
Section 6.3 <u>Closing Date</u>	13
ARTICLE VII -- TERMINATION	13
Section 7.1 <u>Termination</u>	13
Section 7.2 <u>Effect of Termination</u>	13

ARTICLE VIII -- INDEMNIFICATION AND RELATED MATTERS 13

Section 8.1	<u>Survival</u>	13
Section 8.2	<u>Indemnification</u>	14
Section 8.3	<u>Certain Tax Matters</u>	14

ARTICLE IX -- ADDITIONAL AGREEMENTS 14

Section 9.1	<u>Further Transfers</u>	14
Section 9.2	<u>Expenses</u>	14
Section 9.3	<u>Noncompetition, Nonsolicitation, and Confidentiality</u>	15
Section 9.4	<u>Employees</u>	16
Section 9.5	<u>Jacksonville Operations/Lease</u>	17
Section 9.6	<u>Professional Liability/Tail Coverage</u>	17
Section 9.7	<u>Company and Owner Cooperation</u>	17

ARTICLE X -- MISCELLANEOUS 17

Section 10.1	<u>Amendment and Waiver</u>	17
Section 10.2	<u>Notices</u>	17
Section 10.3	<u>Binding Agreement, Assignment</u>	18
Section 10.4	<u>Severability</u>	18
Section 10.5	<u>No Strict Construction</u>	18
Section 10.6	<u>Captions</u>	18
Section 10.7	<u>Entire Agreement</u>	18
Section 10.8	<u>Counterparts</u>	19
Section 10.9	<u>Governing Law</u>	19
Section 10.10	<u>Parties in Interest</u>	19

INDEX OF EXHIBITS

Exhibit A - Form of Employment Agreement

INDEX OF SCHEDULES

Allocation Schedule
Assets Schedule
Benefit Plans Schedule
Conflicts Schedule
Contracts Schedule
Employees Schedule
Financial Statements Schedule
Litigation Schedule
Organization Schedule
Proprietary Rights Schedule
Taxes Schedule

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of December 12, 2001, is made by and among Infrastructure Technology, Inc., a Florida corporation ("Infrastructure" or "Company"), James M. Robinson (the "Owner") and King Engineering Associates, Inc. a Florida corporation (the "Purchaser"). The Company, the Owner and the Purchaser are referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, the Purchaser desires to acquire from the Company, and the Company desires to sell to the Purchaser, substantially all of the assets of the Company that are utilized in providing professional engineering services (the "Business"),

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties and covenants which are to be made and performed by the respective Parties, the Parties hereby agree as follows:

ARTICLE I -- DEFINITIONS

Section 1.1 Definitions. When used in this Agreement, the following terms have the meanings set forth below:

"Agreement" means this Asset Purchase Agreement, including all Exhibits and Schedules hereto, as it may be amended from time to time in accordance with its terms.

"Code" means the Internal Revenue Code of 1986, as amended, and any reference to any particular Code Section shall be interpreted to include any revision of or successor to that Section regardless of how numbered or classified.

"GAAP" means generally accepted accounting principles of the United States, consistently applied.

"Indebtedness" of any Person means, without duplication: (a) indebtedness for borrowed money or for the deferred purchase price of property or services in respect of which such Person is liable, contingently or otherwise, as obligor or otherwise (other than trade payables and other current liabilities incurred in the Ordinary course of business), and any commitment by which such Person assures a creditor against loss, including contingent reimbursement obligations with respect to letters of credit; (b) indebtedness guaranteed in any manner by such Person, including a guarantee in the form of an agreement to repurchase or reimburse; (c) obligations under capitalized leases in respect of which such Person is liable, contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which obligations such Person assures a creditor against loss; (d) any obligation to any Affiliate or for any preferred stock; and (e) obligations under deferred compensation programs or for dividends owed.

"Knowledge" and "Aware" and terms of similar import mean, with respect to a Person, the actual knowledge of such Person (and if such Person is an entity, this means the actual knowledge of the officers, directors and executive employees of such Person). after

making reasonable inquiry and exercising reasonable diligence with respect to the particular matter in question.

"Licenses" means all permits, licenses, franchises, certificates, approvals, and other authorizations of third parties or foreign, federal, state, or local governments or other similar rights.

"Liens" means any mortgage, pledge, security interest, encumbrance, lien, or charge of any kind (including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof), any sale of receivables with recourse against the Company, any filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute.

"Loss" means, with respect to any Person, any damage, liability, diminution in value, demand, claim, action, cause of action, cost, damage, deficiency, Tax, penalty, fine or other loss or expense, whether or not arising out of a third party claim, including all interest, penalties, reasonable attorneys' fees and expenses and all amounts paid or incurred in connection with any action, demand, proceeding, investigation or claim by any third party (including any governmental entity or any department, agency or political subdivision thereof) against or affecting such Person or which, if determined adversely to such Person, would give rise to, evidence the existence of, or relate to, any other Loss and the investigation, defense or settlement of any of the foregoing.

"Material Adverse Effect" means any material adverse effect on the business, financial condition, operations, results of operations, or future impact on the Company.

"Person" means and includes an individual, a partnership, a joint venture, a limited liability company, a corporation or trust, an unincorporated organization, a group, a government or other department or agency thereof, or any other entity.

"Securities Act" means the Securities Act of 1933, as amended, or any similar federal law then in force.

"Tax" or "Taxes" means federal, state, county, local, foreign, or other income, gross receipts, ad valorem, franchise, profits, sales or use, transfer, registration, excise, utility, environmental, communications, real or personal property, capital stock, license, payroll, wage or other withholding, employment, social security, severance, stamp, occupation, alternative or add-on minimum, estimated, and other taxes of any kind whatsoever (including, without limitation, deficiencies, penalties, additions to tax, and interest attributable thereto, and also including, without limitation, any Tax or Taxes of another Person for which the Company is liable as a successor or as a transferee or by contract).

"Tax Return" means returns, declarations, reports, claims for refund, information returns or other documents (including any related or supporting schedules, statements, or information) filed or required to be filed in connection with the determination, assessment, or collection of Taxes of any party or the administration of any laws, regulations, or administrative requirements relating to any Taxes.

"Total Purchase Price" means the Closing Date Payment paid pursuant to Section 2.1(e) below.

"Transaction Documents" means this Agreement, and all other agreements, instruments, certificates, and other documents to be entered into or delivered by any Party in connection with the transactions contemplated to be consummated pursuant to this Agreement.

**ARTICLE II -- PURCHASE AND SALE;
ASSUMPTION OF CERTAIN LIABILITIES; CLOSING**

Section 2.1 Purchase and Sale of Assets.

(a) Acquired Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing the Company shall sell, assign, transfer and deliver to the Purchaser, and the Purchaser shall purchase and acquire, all properties, assets, rights and interests of every kind and nature, whether tangible or intangible, and wherever located and by whomever possessed, of the Company, except as set forth in Section 2.1(b) below (collectively, the "Acquired Assets"), including, without limitation:

(i) all of the Company's rights existing under contracts, licenses, permits, distribution arrangements, sales and purchase agreements, other agreements and business arrangements, including, without limitation, all contracts and agreements described on the Contracts Schedule attached hereto;

(ii) all fixed assets including without limitation, all equipment (including all transportation and office equipment), trade fixtures and furniture owned by the Company wherever located;

(iii) all goodwill as a going concern and all other intangible properties;

(iv) the name "Robinson Engineering Group;"

(v) all other property owned by the Company, or in which it has an interest on the Closing Date;

(vi) any and all cash and accounts receivables;

(vii) the personal artwork of Owner identified on the Excluded Assets Schedule;

(viii) all work in process;

(ix) all office supplies, other miscellaneous supplies, and other tangible property of any kind wherever located;

(x) all lists, files, records and other information pertaining to accounts, personnel and referral sources, all lists, files and records pertaining to suppliers and customers; and

move to Section 2.1(b) as items ii-iv. [Signature]

(xi) all rights of the Company in and to all telephone numbers (e.g. "800" numbers) and Internet domain names used by the Company.

(b) Excluded Assets. Notwithstanding Section 2.1(a) above, the following assets, with respect to the Company, are expressly excluded from the purchase and sale contemplated hereby and, as such, are not Acquired Assets (collectively, the "Excluded Assets"):

(i) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates and other documents relating to the organization, maintenance and existence of the Company as a corporation or company;

(c) Assumed Liabilities. Subject to Section 2.1(d) below, as additional consideration for the Acquired Assets, at the Closing the Purchaser will assume the following liabilities and obligations of the Company (the "Assumed Liabilities") and no others:

(i) the liabilities and obligations of the Company pursuant to executory contracts, orders and commitments which are identified as Assumed Liabilities on the attached Contracts Schedule (but not liabilities for breaches thereof occurring on or prior to the Closing Date, whether as a result of the transactions contemplated hereby or otherwise). The Contracts Schedule shall include in connection with contracts for services, the contract value, amounts billed and collected and hours and tasks remaining to complete the contract or job.

(d) Excluded Liabilities. Except as set forth in Section 2.1(c) above, the Purchaser shall not assume or become liable for, and shall not be deemed to have assumed or have become liable for, any of the Company's liabilities or obligations, whether accrued, absolute or contingent, whether known or unknown, whether disclosed or undisclosed, whether due or to become due and whether related to the Acquired Assets or otherwise, and regardless of when asserted, including any liabilities or obligations for Taxes, and any liabilities or obligations for breaches of contracts, breaches of warranty, torts, infringements, claims or lawsuits occurring at, as a result of or prior to the Closing (the "Excluded Liabilities").

(e) Purchase Price for Assets of the Company. The Purchaser agrees to pay (the "Closing Date Payment") in cash at the Closing an aggregate of (A) One Hundred Thousand and No/100 Dollars (\$100,000.00) for all contracts assigned as identified on the Contracts Schedule and (B) the Book Value of the Acquired Assets as determined according to GAAP as of December 31, 2001 and in the amount agreed between the parties prior to the Closing Date; less the Fifty Thousand and No/100 Dollars (\$50,000.00) refundable payment which Company acknowledges it has previously received towards the Closing Date Payment and holds for the benefit of Purchaser.

(f) Allocation. The Parties agree to allocate (the "Allocation") the aggregate Total Purchase Price (and all other capitalizable costs) among the Acquired Assets for all purposes (including financial accounting and tax purposes) as set forth on the "Allocation Schedule" attached hereto. The Allocation shall be used by the Parties in preparing (i) Form 8594, Asset Acquisition Statement, for each of the Purchaser and the Company, and (ii) all Tax

Returns. The Purchaser and the Company shall file Form 8594, prepared in accordance with this Section, with its federal income Tax Return for its Tax period including the Closing Date.

(g) Adjustment of Purchase Price. The parties recognize that the portion of the Purchase Price paid with respect to the Book Value of the Acquired Assets is only an estimate agreed to between the parties as of the Closing Date. Company and Owner agree to provide Purchaser within ninety (90) days from the Closing Date, with copies of Company's financial statements prepared by a certified public accountant in accordance with generally accepted accounting principles reflecting the actual Book Value of the Acquired Assets as of the Closing Date. To the extent the actual Book Value exceeds or is less than the estimated Book Value of the Acquired Assets paid at Closing, the parties agree to adjust the Purchase Price accordingly and pay without further demand such amount to the other as would have been due, had the actual Book Value of the Acquired Assets been determined at Closing. The Purchaser reserves the right to dispute the Company's determination of the actual Book Value and, in the event of such dispute, the parties agree to submit to binding arbitration in connection with the determination of the actual Book Value of the Acquired Assets in accordance with the Commercial Rules of the American Arbitration Association. Any such arbitration shall be conducted within one hundred fifty (150) days from the Closing Date.

Section 2.2 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of counsel for the Purchaser on January 2, 2002 at 11:00 A.M. The date and time of the Closing are herein referred to as the "Closing Date." The parties may otherwise agree to effectuate the Closing and execution of all transactional documents by way of express delivery service or the United States mail. In such event, the execution of all transactional documents shall occur on the Closing Date or within three (3) business days from the date thereof.

ARTICLE III – CONDITIONS TO CLOSING

Section 3.1 Conditions to the Purchaser's Obligations. The obligation of the Purchaser to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions as of the Closing Date:

(a) The representations and warranties set forth in Article V hereof shall be true and correct in all material respects (except that the representations and warranties which are qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects) at and as of the Closing Date as though then made and as though the Closing Date were substituted for the date of this Agreement throughout such representations and warranties, without giving effect to any Schedule Updates thereto;

(b) The Company and each Owner shall have performed and complied in all material respects with all of the covenants and agreements required to be performed by each of them under this Agreement on or before the Closing;

(c) All consents by third parties that are required for the transfer of the Acquired Assets to the Purchaser, and the consummation of the other transactions contemplated hereby or that are required in order to prevent a breach of a default under a termination or

modification of, or any acceleration of, any obligations under any material contract to which the Company is a party shall have been obtained, and payoff letters with respect to all of the Company's Indebtedness outstanding as of the Closing and releases of any and all Liens held by third parties against property of the Company shall have been obtained, all on terms reasonably satisfactory to the Purchaser;

(d) No action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable judgment, decree, injunction, order, or ruling would prevent the performance of this Agreement or any of the transactions contemplated hereby or materially and adversely affect the right of the Purchaser to own, operate, or control any Acquired Assets, and no judgment, decree, injunction, order, or ruling shall have been entered which has any of the foregoing effects;

(e) Since the date hereof, there shall have been no Material Adverse Effect that is not already reflected in the Financial Statements;

(f) On or before the Closing Date, the Company shall have delivered to Purchaser all of the following:

i) a certificate from an officer of the Company in a form reasonably satisfactory to the Purchaser, dated the Closing Date, stating that the preconditions specified in Sections 3.1(a) through (e) above have been satisfied;

ii) a copy of the resolution of the board of directors of the Company approving the transactions contemplated by this Agreement, certified by an officer of the Company;

iii) a copy of the certificate of incorporation or equivalent document for the Company, certified by the appropriate authority in the jurisdiction in which such entity was incorporated or organized;

iv) copies of the consents, filings, authorizations and approvals described in Section 3.1 above to the extent applicable to the Company or the Owner; and

v) such other documents or instruments as the Purchaser may reasonably request to effect the transactions contemplated hereby;

(g) The Purchaser and the Owner shall have entered into an Employment Agreement in form and substance as set forth in Exhibit A attached hereto (the "Employment Agreement"), and the Employment Agreement shall be in full force and effect as of the Closing;

(h) The Purchaser shall be satisfied with its due diligence investigation of the Company; and

(i) All proceedings to be taken by the Company or the Owner in connection with the consummation of the transactions contemplated by this Agreement and all certificates.

opinions, instruments, and other documents required to be delivered by the Company and the Owner to effect the transactions contemplated hereby reasonably requested by the Purchaser shall be reasonably satisfactory in form and substance to the Purchaser.

Any condition specified in this Section 3.1 may be waived by the Purchaser in its sole discretion; provided that no such waiver shall be effective unless in writing and signed by the Purchaser.

ARTICLE IV -- COVENANTS BEFORE CLOSING

Section 4.1 Affirmative Covenants of the Company. Except as otherwise contemplated by this Agreement, between the date hereof and the Closing, unless the Purchaser otherwise agrees in writing, the Owner shall cause the Company to:

(a) Conduct the Company's businesses and operations only in the ordinary course of business;

(b) Encourage the Company's employees to continue their employment with the Purchaser after the Closing;

(c) Cooperate with the Purchaser and use reasonable best efforts to cause the conditions to the Company's and the Purchaser's obligation to close to be satisfied; and

(d) Cooperate with the Purchaser and its representatives in the Purchaser's investigation of the business and properties of the Company, to permit the Purchaser and its employees, agents, accounting, legal and other authorized representatives to (i) have full access to the premises, books and records of the Company at reasonable hours, (ii) visit and inspect any of the properties of the Company, and (iii) discuss the affairs, finances and accounts of the Company with the directors, officers, partners, key employees, key customers, key sales representatives, key suppliers and independent accountants of the Company, respectively.

ARTICLE V -- REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE OWNER

As a material inducement to Purchaser to enter into this Agreement, the Company and the Owner hereby represent and warrant that:

Section 5.1 Organization and Corporate Power.

(a) **Capitalization.** The "**Organization Schedule**" attached hereto contains a complete and accurate list for the Company of its name, its jurisdiction of incorporation or organization, other jurisdictions in which it is authorized to do business, and its capitalization (including the identity of each stockholder or equity holder and the number of shares or other equity interests held by each), determined as of the date hereof. Except as set forth on the **Organization Schedule**, the Company owns or holds the right to acquire any Capital Stock in any other Person.

(b) **Organization.** The Company is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, with full organizational power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use and to perform all its obligations under the contracts to which it is party.

(c) **Documentation.** The Company has delivered to the Purchaser correct and complete copies of the certificate of incorporation and by-laws (or equivalent governing documents), which documents reflect all amendments made thereto at any time before the date hereof. The Company is not in default under or in violation of any provision of its certificate of incorporation or by-laws (or equivalent governing documents).

Section 5.2 Authorization of Transactions. The Company and the Owner have all requisite power and authority to execute and deliver the Transaction Documents to which they are a party and to consummate the transactions contemplated hereby and thereby. The board of directors of the Company has duly approved the Transaction Documents to which the Company is a party and has duly authorized the execution and delivery of the Transaction Documents to which the Company is a party and the consummation of the transactions contemplated thereby.

Section 5.3 Absence of Conflicts. Except as set forth on the "**Conflicts Schedule**" attached hereto, the execution, delivery, and performance of the Transaction Documents and the consummation of the transactions contemplated thereby by the Company and the Owner do not and shall not (a) conflict with or result in any breach of any of the terms, conditions or provisions of, (b) constitute a material default under, (c) result in a material violation of, (d) give any third party the right to modify, terminate or accelerate any obligation under, (e) result in the creation of any Lien upon the Capital Stock or assets of the Company, or (f) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any court or administrative or other governmental body or agency under the provisions of the articles of incorporation, by-laws or similar organizational document of the Company or any material indenture, mortgage, lease, loan agreement or other material agreement or instrument to which the Owner or the Company is bound or affected, or any material law, statute, rule, or regulation to which the Owner or the Company is subject or any material judgment, order or decree to which the Owner or the Company is subject.

Section 5.4 Financial Statements and Related Matters.

(a) Financial Statements. Attached hereto as the "Financial Statements Schedule" are

the following financial statements: (i) the balance sheet of the Company as of December 31, 2001 (the "Latest Balance Sheet"), and the related statements of income and cash flows (or the equivalent) for the respective twelve-month periods then ended. Each of the foregoing financial statements (the "Financial Statements") presents fairly the Company's financial condition and results of operations as of the times and for the periods referred to therein, and has been prepared in accordance with GAAP; subject in the case of unaudited consolidated financial statements to the absence of footnote disclosure; and subject in the case of entries identified as "estimates" are based on the Company's best estimates for the periods so identified.

Section 5.5 Absence of Undisclosed Liabilities. The Company has no material obligations or liabilities arising out of or relating to the operation of the Company at or before the Closing, except (i) obligations under contracts or commitments described on the Contracts Schedule attached hereto or under contracts and commitments which are not required to be disclosed thereon (but not liabilities for breaches thereof), (ii) liabilities reflected on the liabilities side of the Latest Balance Sheet, (iii) liabilities which have arisen after the date of the Latest Balance Sheet in the ordinary course of business or otherwise in accordance with the terms and conditions of this Agreement (none of which is a liability for breach of contract, breach of warranty, tort or infringement or a claim or lawsuit or an environmental liability), and (iv) liabilities disclosed elsewhere in this Agreement or the Schedules hereto.

Section 5.6 Real Property. The Company owns no real property that is used by the Company in the operation of its businesses.

Section 5.7 Assets.

(a) List. Set forth on the "Assets Schedule" attached hereto is a true and complete list of all assets and properties of the Company having an original acquisition price or current value of \$500.00* or more. The Company owns good and marketable title free and clear of all Liens.

(b) Condition. The equipment, personal properties, vehicles and other tangible assets of the Company used in connection with the Business Real Property are operated in conformity in all material respects with all applicable laws and regulations, are in good condition and repair, reasonable wear and tear excepted, and are usable in the ordinary course of business.

Section 5.8 Taxes. Except as set forth on the "Taxes Schedule" attached hereto:

(a) Reports. The Company has timely filed all Tax Returns required to be filed by it, and each such Tax Return has been prepared in compliance with all applicable laws and regulations and is true and correct in all material respects.

(b) Payment. All Taxes payable by the Company (whether or not shown on any Tax Return) have been paid, and the Company has properly withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any shareholder, employee, creditor, independent contractor or other third party.

Section 5.9 Contracts and Commitments.

(a) Contracts. The Company has set forth on the attached "Contracts Schedule" all Contracts which Purchaser will assume. With the exception of those Contracts set forth on the attached Contracts Schedule, Purchaser does not assume any contractual or other liability of Company or Owner which liability, if any, shall remain the sole responsibility of Company and Owner.

(b) Enforceability. All of the contracts, agreements and instruments set forth on the Contracts Schedule are valid, binding and enforceable in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, and as limited by general principles of equity that restrict the availability of equitable remedies. The Company has performed all material obligations required to be performed by it and is not in material default under or in breach of nor in receipt of any claim of default or breach under any such contract, agreement or instrument. No event has occurred which with the passage of time or the giving of notice or both would result in a material default, breach or event of noncompliance by the Company or, to the Company's Knowledge, any other party under any such contract, agreement or instrument. Except as set forth on the Contracts Schedule, (i) the Company has not received written notice of the intention of any Party to cancel or terminate any contract, agreement or instrument required to be set forth on the Contracts Schedule and (ii) to the Company's Knowledge, there has not been any breach or anticipated breach by the other parties to any such contract, agreement or instrument.

(c) Copies. The Company has provided the Purchaser with, or have provided the Purchaser with access to, a true and correct copy of all written contracts which are required to be disclosed on the Contracts Schedule, in each case together with all amendments, waivers or other changes thereto (all of which are disclosed on the Contracts Schedule). The Contracts Schedule contains an accurate and complete description of all material terms of all oral contracts referred to therein.

Section 5.10 Proprietary Rights.

(a) Listing. The Proprietary Rights Schedule contains a complete and accurate list of all material (i) trade names, unregistered trademarks, service marks, copyrights, proprietary information systems and proprietary databases owned by the Company (collectively, the "Unregistered Proprietary Rights"); (ii) computer software owned and/or used by the Company; and (iii) licenses granted by the Company to any third party and all licenses granted by any third party to the Company, in each case identifying the subject Proprietary Rights. The Company has made available to the Purchaser correct and complete copies of all documents embodying such licenses.

(b) Title. Except as set forth on the Proprietary Rights Schedule, (i) the Company owns and possesses free and clear of all Liens (except Permitted Liens), all right, title and interest in and to, or has the right to use pursuant to a valid and enforceable license, the Proprietary Rights necessary for the operation of the Company's business as currently conducted; (ii) the Company has not received any notice of invalidity, infringement or misappropriation

from any third party with respect to any such Proprietary Rights; (iii) the Company has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Proprietary Rights of any third parties; and (iv) to the Knowledge of the Company, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Proprietary Rights of the Company.

Section 5.11 Litigation; Proceedings. Except as set forth on the "Litigation Schedule" attached hereto, during the three-year period ending on the Closing Date there have been no actions, suits, proceedings, orders, judgments, decrees or investigations rendered, pending or, to the Company's Knowledge, threatened against the Company (or against any of its respective officers, directors, agents or employees (in each case, in their capacity as such)) at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, and to the Knowledge of the Company, there is no reasonable basis for any of the foregoing.

Section 5.12 Employees. Except as set forth on the "Employees Schedule" attached hereto: (a) to the Knowledge of the Company, no key executive employee and no group of employees or independent contractors of the Company has any plans to terminate his, her or their employment or relationship with the Company; (b) the Company has complied in all material respects with all applicable laws relating to the employment of personnel and labor; and (c) the Company has not engaged in any unfair labor practice.

Section 5.13 Employee Benefit Plans.

(a) Listing. The "Benefit Plans Schedule" attached hereto identifies all bonus, deferred or incentive compensation, profit sharing, retirement, vacation, sick leave, hospitalization or severance plans, "employee benefit plans" (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) and fringe benefit plans sponsored, maintained or contributed to by the Company or with respect to which the Company has any liability (the "Plans"). None of the Plans provide for medical or life insurance benefits to retired or former employees of the Company (other than as required under Code Section 4980B, or similar state law).

(b) Compliance. Each such Plan is in all material respects in compliance, and has been administered in all material respects in accordance, with the applicable provisions of ERISA and the Code and all other applicable laws, rules and regulations, including, but not limited to, medical continuation under Code Section 4980B. The Company has not (i) engaged in any transaction prohibited by ERISA or the Code; (ii) breached any fiduciary duty owed by it with respect to the Plans described above; or (iii) failed to file and distribute timely and properly all reports and information required to be filed or distributed in accordance with ERISA or the Code.

(c) Contributions. All contributions, premiums or payments under or with respect to each Plan which are due on or before the Closing Date have been paid. Purchaser agrees to reimburse Company for any prepaid premiums which may have been made by Company prior to the Closing Date.

(d) Qualification. Each Plan which is intended to be qualified under Section 401(a) of the Code (i) has been amended to reflect all requirements of the Tax Reform Act of 1986 and all subsequent legislation which is required to be adopted prior to the end of the applicable remedial amendment period and (ii) has received from the Internal Revenue Service a favorable determination letter which considers the terms of the Plan as amended for such changes in law.

(e) PBGC. The Company has not incurred nor has reason to expect that it will incur, any liability to the Pension Benefit Guaranty Corporation (other than premium payments) or otherwise under Title IV of ERISA (including any withdrawal liability) or under the Code with respect to any employee pension benefit plan that the Company or any other entity, that together with the Company is treated as a single employer under Section 414 of the Code, maintains or ever has maintained or to which any of them contributes, ever has contributed, or ever has been required to contribute.

(f) Classification. Each individual who has received compensation for the performance of services on behalf of the Company has been properly classified as an employee or independent contractor in accordance with applicable laws.

(g) Waiting Period Waiver. In the event and to the extent permitted under Purchaser's current health insurance plan, Purchaser agrees to waive the customary 90-day insurance waiting period for all employees of Company hired by Purchaser on or immediately following the Closing Date.

Section 5.14 Disclosure. Neither this Agreement, the other Transaction Documents, nor any of the schedules, attachments or exhibits hereto, contain any untrue statement of a material fact or omit a material fact necessary to make each statement contained herein or therein, not misleading.

Section 5.15 Closing Date. All of the representations and warranties contained in this Article V and elsewhere in this Agreement and all information delivered in any schedule, attachment, or Exhibit hereto or in any writing delivered to the Purchaser are true and correct on the date of this Agreement and shall be true and correct on the Closing Date, except to the extent that the Company has advised the Purchaser otherwise in writing before the Closing (each, a "Schedule Update").

ARTICLE VI -- REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

As a material inducement to the Company and the Owner to enter into this Agreement, the Purchaser hereby represents and warrants to the Company that:

Section 6.1 Organization. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

Section 6.2 Authorization of Transactions. The Purchaser has all requisite organizational power and authority to execute and deliver the Transaction Documents to which it

is a party and to consummate the transactions contemplated hereby and thereby. The board of directors of the Purchaser has duly approved the Transaction Documents to which it is a party and has duly authorized the execution and delivery of the Transaction Documents to which it is a party and the consummation of the transactions contemplated thereby.

Section 6.3 Closing Date. All of the representations and warranties contained in this Article VI and elsewhere in this Agreement and all information delivered in any schedule, attachment or Exhibit hereto or in any writing delivered to the Company are true and correct on the date of this Agreement and shall be true and correct on the Closing Date, except to the extent that the Purchaser has advised the Company otherwise in writing before the Closing (each, a "Schedule Update").

ARTICLE VII -- TERMINATION

Section 7.1 Termination. This Agreement may be terminated at any time before the Closing:

(a) by mutual written consent of the Company and the Purchaser;

(b) by the Company or the Purchaser if there has been a material misrepresentation or breach on the part of the other Party of the representations, warranties or covenants set forth in this Agreement or if events have occurred which have made it impossible to satisfy a condition precedent to the terminating Party's obligations to consummate the transactions contemplated hereby unless such terminating Party's willful or knowing breach of this Agreement has caused the condition to be unsatisfied; or

(c) by the Company or the Purchaser if the Closing has not occurred on or before the Closing Date; provided, however, that neither the Purchaser nor the Company shall be entitled to terminate this Agreement pursuant to this Section 7.1(c) if such Party's willful or knowing breach of this Agreement has prevented the consummation of the transactions contemplated hereby at or before such time.

Section 7.2 Effect of Termination. In the event of termination of this Agreement by either the Company or the Purchaser as provided in Section 7.1 above, this Agreement shall forthwith become void and there shall be no liability on the part of any Party to any other Party under this Agreement, except that nothing herein shall relieve any Party from liability for any breach of this Agreement before such termination, and except that Company shall refund upon demand that \$50,000.00 downpayment previously made to Company by Purchaser.

ARTICLE VIII -- INDEMNIFICATION AND RELATED MATTERS

Section 8.1 Survival. All representations, warranties, covenants, and agreements set forth in this Agreement or in any writing or certificate delivered in connection with this Agreement shall survive the Closing Date and the consummation of the transactions contemplated hereby and shall not be affected by any examination made for or on behalf of any Party, the Knowledge of any of such Party's officers, directors, stockholders, employees, or agents, or the acceptance of any certificate or opinion.

Section 8.2 Indemnification.

(a) Indemnification by the Company and the Owner. The Company and the Owner shall jointly and severally indemnify the Purchaser and the Purchaser's officers, directors, stockholders, employees, agents, representatives, affiliates, successors and assigns (collectively, the "Purchaser Parties") and hold each of them harmless from and against and pay on behalf of or reimburse such Purchaser Parties in respect of any Loss which any such Purchaser Party may suffer, sustain or become subject to, as a result of or relating to:

- (i) the breach of any representation or warranty made by the Company or Owner contained in this Agreement or in any certificate delivered by the Company or Owner with respect thereto in connection with the Closing (in each case, determined without regard to any qualifications therein referencing the terms "materiality," "Material Adverse Effect," "knowledge" or other terms of similar import or effect);
- (ii) the breach of any covenant or agreement made by the Company or Owner contained in this Agreement;
- (iii) any claims by any party to any of the Unassigned Contracts for breach of contract in connection with the consummation of the transactions contemplated by this Agreement;
- (iv) any matter referenced on the Litigation Schedule; and
- (v) any Excluded Liabilities.

Section 8.3 Certain Tax Matters.

(a) Transfer Taxes. All sales taxes and transfer fees incurred in connection with this Agreement shall be paid by Purchaser when and as due.

ARTICLE IX -- ADDITIONAL AGREEMENTS

Section 9.1 Further Transfers. Each Party shall execute and deliver such further instruments of conveyance and transfer and take such additional action as any other Party may reasonably request to effect, consummate, confirm or evidence the consummation of the transactions contemplated hereby.

Section 9.2 Expenses. The Parties shall pay all of their own fees, costs, and expenses (including, without limitation, fees, costs and expenses of legal counsel, investment bankers, brokers, or other representatives and consultants and appraisal fees, costs, and expenses) incurred in connection with the negotiation of this Agreement and the other agreements contemplated hereby, the performance of its obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby (collectively, the "Transaction Expenses").

Section 9.3 Noncompetition, Nonsolicitation, and Confidentiality. From and after the Closing:

(a) Noncompetition. In consideration of the mutual covenants provided for herein to the Company and the Owner at the Closing, during the period beginning on the Closing Date and ending on the fifth anniversary of the Closing Date (the "Noncompete Period"), neither the Company nor the Owner shall engage (whether as an owner, operator, manager, employee, officer, director, consultant, advisor, representative or otherwise) directly or indirectly in any business that competes with the Business within the geographic market serviced by it at any time during the preceding two years; provided that ownership of less than two percent (2%) of the outstanding stock of any publicly traded corporation shall not be deemed to be engaging solely by reason thereof in any of its businesses. The Parties hereto agree that the covenant set forth in this Section 9.3 is reasonable with respect to its duration, geographical area and scope. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 9.3 is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

(b) Nonsolicitation. The Company and the Owner agree that, during the Noncompete Period, they will not (A) directly or indirectly contact, approach or solicit for the purpose of offering employment to or hiring (whether as an employee, consultant, agent, independent contractor or otherwise) or actually hire any Person employed by the Company at any time before the Closing Date or during the Noncompete Period, without the prior written consent of the Purchaser and (B) induce or attempt to induce any customer or other business relation of the Company into any business relationship which might harm the Purchaser. The Company and the Owner shall not in any manner take any action which is designed, intended or might be reasonably anticipated to have the effect of discouraging customers, suppliers, lessors, licensors and other business associates from maintaining the same business relationships with the Purchaser after the date of this Agreement as were maintained with the Company prior to the date of this Agreement.

(c) Confidentiality. The Company and the Owner shall treat and hold as confidential any information concerning the business and affairs of the Company (including, without limitation, all Proprietary Rights) that is not already generally available to the public (the "Confidential Information"), refrain from using any of the Confidential Information except in connection with this Agreement, and at any time upon the request of the Purchaser deliver promptly to the Purchaser or destroy, at the request and option of the Purchaser, all tangible embodiments (and all copies) of the Confidential Information which are in its possession or under its control. In the event that the Company or the Owner is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, it shall notify the Purchaser promptly of the request or requirement so that the Purchaser may seek an appropriate protective order or waive compliance with the provisions of

TRADEMARK

REEL: 002671 FRAME: 0527

this Section 9.3(c). If, in the absence of a protective order or the receipt of a waiver hereunder, the Company or the Owner is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, it may disclose the Confidential Information to the tribunal; provided that it shall use its best efforts to obtain, at the request and expense of the Purchaser, an order or other assurance that confidential treatment shall be accorded to such portion of the Confidential Information required to be disclosed as the Purchaser shall designate.

(d) Trade Names. The Company and the Owner shall not use (except for the filing of tax returns) the "Robinson Engineering Group" name (or any other trademarks, service marks, trade dress, trade names, logos or corporate names used by the Company) or any names or symbols confusingly similar thereto in any manner anywhere in the world after Closing.

(e) Remedy for Breach. The Company and the Owner acknowledge and agree that in the event of a breach of any of the provisions of this Section 9.3, monetary damages shall not constitute a sufficient remedy. Consequently, in the event of any such breach, the Purchaser, and/or its respective successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof, in each case without the requirement of posting a bond or proving actual damages.

Section 9.4 Employees.

(a) List. Set forth on the Employees Schedule is a true, correct and complete list of all of the Company's employees indicating the rate of pay of each such employee during the twelve (12) months preceding the date hereof, the accrued vacation pay for each, and the status of each such employee as active, on leave, full-time, part-time or otherwise. Prior to Closing, the Company shall provide to the Purchaser a list of all former employees of the Company whose employment with the Company was involuntarily terminated within ninety (90) days prior to the Closing Date, specifying the respective termination dates thereon.

(b) At-Will Employment. Except for the employees identified as "Excluded Employees" on the Employees Schedule (the "Excluded Employees"), the Purchaser will offer at-will employment to all active full-time employees of the Company as of the Closing Date (the "Continuing Employees") on terms and conditions which, in the aggregate, are substantially similar to those applicable to such persons' terms and conditions of employment with each the Company immediately prior to the Closing Date. Nothing in this Section 9.4 shall obligate Purchaser to continue to employ any Continuing Employee for any specified period of time.

(c) Promotions. The following employees who continue in the employment of Purchaser shall receive the following promotions and raises:

	<u>Annual Salary</u>
Bill Hartman - Senior Project Manager/Senior Associate	\$80,000.00
David Risen - Project Engineer/Associate	45,000.00
Steve Martin - Engineer	38,000.00

(d) Accrued Vacation. Purchaser agrees that for all employees of Company who accept employment with Purchaser on or immediately following the Closing Date, such employee shall be given credit for accrued vacation to the extent reflected on the Employees Schedule and pursuant to the Purchaser's employment practices in connection with the use of accrued vacation time.

Section 9.5 Jacksonville Operations/Lease. Purchaser acknowledges that it intends to pursue a branch office and operations in the Jacksonville market and will exercise its best efforts to do so within its business judgment and in the best interest of Purchaser's business. Purchaser further agrees that it will endeavor to enter into a lease with Owner of the existing office space utilized by the Company provided that, in the business judgment of Purchaser, the terms of the lease are acceptable and in the best interest of Purchaser's business.

Section 9.6 Professional Liability/Tail Coverage. Company and Owner agree to obtain and provide Purchaser with evidence upon request of professional liability tail coverage with respect to jobs and contracts in progress at and prior to the Closing Date in the minimum amount of \$ _____ and for a minimum period of _____ years.

Section 9.7 Company and Owner Cooperation. Company and Owner jointly and severally agree to utilize their best efforts to assist in the transfer of the Business, customers and employees of the Company to Purchaser and in any marketing of Purchaser's services to prior customers of the Company.

ARTICLE X – MISCELLANEOUS

Section 10.1 Amendment and Waiver. This Agreement may be amended and any provision of this Agreement may be waived, provided that any such amendment or waiver shall be binding upon a Party only if such amendment or waiver is set forth in a writing executed by the Purchaser. No course of dealing between or among any Persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement.

Section 10.2 Notices. All notices, demands and other communications given or delivered under this Agreement shall be in writing and shall be deemed to have been given, (i) when received if given in person, (ii) on the date of electronic confirmation of receipt if sent by telex, facsimile or other wire transmission, (iii) three days after being deposited in the U.S. mail, certified or registered mail, postage prepaid, or (iv) one day after being deposited with a reputable overnight courier. Notices, demands, and communications to the Parties shall, unless another address is specified in writing, be sent to the address or telecopy number indicated below:

Notices to the Company
or the Owner:

with a copy to:

Attention:
Fax No.

Attention:
Fax No.

Notices to the Purchaser:

Jerome Baranowski
King Engineering Associates, Inc.
4921 Memorial Highway
Tampa, Florida 33634
Fax No.: 813/880-8822

with a copy to:

Daniel D. Whitaker, Esquire
Carey, O'Malley, Whitaker & Manson, P.A.
712 South Oregon Avenue
Tampa, Florida 33606
Fax No.: 813/250-9898

Section 10.3 Binding Agreement; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party without the prior written consent of the other Parties.

Section 10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

Section 10.5 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Person. The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 10.6 Captions. The captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize, or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption had been used in this Agreement.

Section 10.7 Entire Agreement. This Agreement and the documents referred to herein contain the entire agreement between the Parties and supersede any prior understandings, agreements, or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way specifically, including without limitation, that October 12, 2000 Letter of Intent between the Parties. No representation, promise or agreement which is not herein expressed has been made to any Party in executing this Agreement, and no Party is relying upon any statement or representation (or the completeness thereof) of any other Party or any agent of any other Party except as and to the extent expressly set forth herein.

Section 10.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument

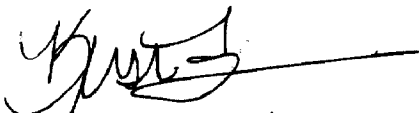
Section 10.9 Governing Law. All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida, without giving effect to any choice of law or conflict of law provision (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

Section 10.10 Parties in Interest. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties and their respective successors and assigns, any rights or remedies under or by virtue of this Agreement.

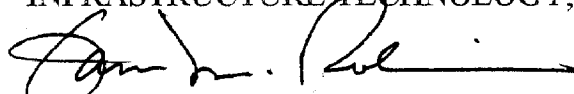
IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the date first written above.

"COMPANY"


Witness as to Company:


Kristine Lindgren

INFRASTRUCTURE TECHNOLOGY, INC.


By: JAMES M. ROBINSON
Its: President


Witness as to Owner:


Kristine Lindgren

"OWNER"

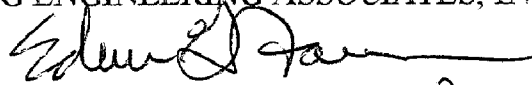

James M. Robinson

Witness as to Purchaser:


Jerome Banowski

"PURCHASER"

KING ENGINEERING ASSOCIATES, INC.


By: EDWIN G. FARMER
Its: President

wmisc\11010101

INDEX OF SCHEDULES


- ✓Allocation Schedule - I
- ✓Assets Schedule - II
- ✓Benefit Plans Schedule III
- ✓Conflicts Schedule - IV
- ✓Contracts Schedule - V
- ✓Employees Schedule - VI
- ✓Financial Statements Schedule - VII
- ✓Litigation Schedule - VIII
- ✓Organization Schedule - IX
- ✓Proprietary Rights Schedule X
- ✓Taxes Schedule - XI

**ROBINSON + KING
PURCHASE ALLOCATION SCHEDULE**


King Engineering Assoc., Inc. and Infrastructure Technology, Inc hereby agree that the purchase price King is paying to ITI to acquire those assets described in Asset Purchase Agreement dated 12-12-01 is to be allocated for tax purposes as follows:

All outstanding and future contracts and the DBA name
Robinson Engineering Group, Inc \$100,000

Assets described on exhibit II of Asset Purchase Agreement \$164,062



King Engineering Assoc., Inc.



Infrastructure Technology, Inc.

CFO

Title

PRESIDENT

Title

1-04-02

Date

1/7/02

Date

I

Robinson Engineering Company

Asset List, Book Depreciation and Net Book Value
at

12/31/01

Notes:

Life:

The lives of the assets below are based on the General Depreciation System of the Internal Revenue Code. The lives below are the same as those used on the company's income tax return.

Depreciation method

All of the assets except the Internally Developed Software (see note below) are depreciated using the straight line method over the life shown. In the first year the asset is put into operation the depreciation is calculated using the portion of the year that the asset was on hand. For income tax purposes most of the assets are depreciated in the first year using the half-year convention.

Internally Developed Software
Amortization of the cost of developing software has been deferred. For income tax purposes the cost is being amortized over five years.

CLASS.	DESCRIPTION	DATE ACQUIRED	Dep Method	Life	ORIGINAL VALUE
Furniture	Flat File	6/15/94	SL	7	1,003.00
Equipment	Phone, Mobile	11/15/94	SL	5	589.00
Computer	Cornell 486	5/31/94	SL	5	2,224.00
Computer	Cornell 486	5/31/94	SL	5	2,305.00
Computer	386 Palm Pad	12/15/94	SL	5	2,474.00
Computer	386 Palm Pad	12/30/94	SL	5	2,555.00
Software	Channel/Pond	9/6/94	SL	5	1,064.00
Software	Channel/Pond Upgrade	9/30/94	SL	5	1,070.00
Equipment	RolaTape (survey wheels)	11/15/94	SL	7	561.00
Furniture	Office Equipment	10/15/90	SL	7	517.00
Furniture	Office Equipment	9/15/90	SL	7	600.00
Furniture	Office Equipment	11/30/90	SL	7	100.00
Furniture	Phones Beneficial	9/15/90	SL	5	485.00

Accumulated Depreciation	Net Book Value
1,003.00	0.00
589.00	0.00
2,224.00	0.00
2,305.00	0.00
2,474.00	0.00
2,555.00	0.00
1,064.00	0.00
1,070.00	0.00
561.00	0.00
517.00	0.00
600.00	0.00
100.00	0.00
485.00	0.00

Tb

Computer	386 SL Palm Pad	1/15/95	SL	5	5,052.00
Computer	Sun Batteries	1/31/95	SL	5	724.20
Computer	Pentium	2/15/95	SL	5	2,281.00
Computer	386 SL Palm Pad	2/15/95	SL	5	1,500.00
Miscellaneous	Plane Sales Tax	5/19/95	SL	5	8,574.00
Equipment	Traffic Surveying Equipment	6/15/97	SL	5	655.00
Copier	Minolta 2010 Copier	10/27/97	SL	5	6,603.00
Furniture	Flat Files	12/31/97	SL	7	1,967.80
Computer	Laptop (Micron)	9/15/97	SL	5	3,658.94
Computer	Minolta Printer/HP Plain Paper Fax	12/31/97	SL	5	1,658.37
Software	Civil/Survey Software	4/30/97	SL	5	1,086.05
Software	Wind2 - Windows 95 Upgrade	9/15/97	SL	5	921.60
Miscellaneous	IMS Software Internally Developed Software - See note above	1/15/97	SL	7	61,787.00
Furniture	DCS Compact Phone System	6/22/98	SL	5	7,244.94
Furniture	Downpayment on Office Signs	7/17/98	SL	10	1,100.00
Furniture	Built-in Desks	9/1/98	SL	10	7,562.00
Computer	Dell Computer (Bill)	6/8/98	SL	3	2,756.26
Computer	Six (6) Dell Computers (All Employees)	7/8/98	SL	3	15,872.94
Software	Tranplan, NIS & FSUTMS Modeling SW	5/1/98	SL	3	8,200.00
Software	Autocad Rel. 14 and Autocad Lite '97	7/22/98	SL	3	4,843.89
Furniture	Vertical File Systems	6/30/99	SL	5	873.30
Furniture	SVGA Data/Video	7/2/99	SL	5	4,419.88
Furniture	Bookcases	7/31/99	SL	5	667.76
Furniture	JMR's Desk Unit & Worktable Upstairs	10/4/99	SL	5	7,586.00
Computer	NT Server/License	6/30/99	SL	5	11,988.42
Computer	HP Designjet Plotter 750C+	7/15/99	SL	5	11,362.65
Computer	Digital Camera & HP Color Printer 1120C	8/15/99	SL	5	1,959.56
Computer	Dell Computer (Jim)	10/15/99	SL	5	2,675.32
Miscellaneous	Jeep Cherokee	5/25/99	SL	5	23,557.00
Software	Autocad & Autodesk Software & Upgrades	7/6/99	SL	5	14,079.71
Software	Server Software & Licenses	7/31/99	SL	5	3,890.50
Software	Viper Software	8/11/99	SL	5	4,600.00
Furniture	Sign for front lobby	11/15/99	SL	5	918.03
Software	ARC CAD Rel. 11.3	8/21/95	SL	5	3,189.68
Furniture	Jim's Desk Unit (home office)	8/25/00	SL	5	5,576.44
Furniture	Side Chairs & Desk Chair (Jim's office)	2/9/00	SL	5	3,846.01

5,052.00	0.00
724.20	0.00
2,281.00	0.00
1,500.00	0.00
8,574.00	0.00
595.78	59.22
5,521.19	1,081.81
1,125.23	842.57
3,143.68	515.26
1,327.60	330.77
1,015.23	70.82
791.82	129.78
43,795.01	17,991.99
5,113.14	2,131.80
380.63	719.37
2,521.36	5,040.64
2,756.26	0.00
15,872.94	0.00
8,200.00	0.00
4,843.89	0.00
437.85	435.45
2,211.15	2,208.73
323.45	344.31
3,404.35	4,181.65
6,010.63	5,977.79
5,603.50	5,759.15
933.07	1,026.49
1,184.47	1,490.85
12,275.46	11,281.54
7,012.85	7,066.86
1,884.49	2,006.01
2,200.44	2,399.56
390.85	527.18
3,189.68	0.00
1,506.40	4,070.04
1,456.22	2,389.79

II

Equipment	Printer Sharing Switch	11/30/90	SL	5	363.00
Equipment	Dictation Equipment	11/30/90	SL	5	209.00
Equipment	Toshiba 3100SX	11/30/90	SL	5	4,269.00
Furniture	Car Phone	11/30/90	SL	5	100.00
Furniture	Office Furniture	11/30/90	SL	7	686.00
Equipment	Math Coprocessor	11/30/90	SL	5	340.00
Equipment	HP Laserjet III	11/30/90	SL	5	1,809.00
Furniture	Flat Plan File	11/30/90	SL	7	449.00
Furniture	Office Furniture	11/30/90	SL	7	2,059.00
Furniture	Office Furniture - 2 Drawer File	11/30/90	SL	7	218.00
Furniture	Office Furniture - Chairs/Bookcase	11/30/90	SL	7	1,135.00
Furniture	File Cabinets	11/30/90	SL	7	183.00
Furniture	Desk	11/30/90	SL	7	185.00
Furniture	Work Tables	11/30/90	SL	7	122.00
Furniture	Desk	1/4/91	SL	7	796.62
Furniture	Desk	2/8/91	SL	7	63.90
Furniture	Furniture	10/31/91	SL	7	436.65
Furniture	Bookcase	3/12/92	SL	7	134.19
Computer	Conner 212 Hard Drive	9/15/92	SL	5	498.00
Computer	Computer	11/15/92	SL	5	2,647.38
Computer	Video Cables/MicroSoft Excel	11/30/92	SL	5	272.06
Equipment	Prostar Phones	6/3/93	SL	5	4,620.34
Furniture	Bookcases	6/9/93	SL	7	193.47
Furniture	Conference Room Furniture	7/1/93	SL	7	2,658.19
Equipment	Car Phone	7/31/93	SL	5	729.28
Furniture	6 Burgundy Stack Chairs	7/31/93	SL	7	234.76
Equipment	Prostar Telephone Handset	8/31/93	SL	5	262.57
Software	WordPerfect/AirQuality/"On Time" Software	10/1/90	SL	5	926.00
Software	Software	11/29/91	SL	5	444.00
Software	Software	7/16/91	SL	5	1,962.00
Software	AutoCadd	2/21/92	SL	5	2,400.00
Software	TotalTrak (Wind2)	2/25/92	SL	5	300.00
Software	TotalTrak (Wind2)	3/31/92	SL	5	300.00
Software	ArcView Software	12/31/92	SL	5	499.49
Software	Softdesk Advanced	10/31/93	SL	5	2,524.32
Computer	2 UPS/QEMM 7.0	11/21/93	SL	5	709.85
Equipment	Slide Projector	3/15/95	SL	5	615.43

H

363.00	0.00
209.00	0.00
4,269.00	0.00
100.00	0.00
686.00	0.00
340.00	0.00
1,809.00	0.00
449.00	0.00
2,059.00	0.00
218.00	0.00
1,135.00	0.00
183.00	0.00
185.00	0.00
122.00	0.00
796.62	0.00
63.90	0.00
436.65	0.00
134.19	0.00
498.00	0.00
2,647.38	0.00
272.06	0.00
4,620.34	0.00
193.47	0.00
2,658.19	0.00
729.28	0.00
234.76	0.00
262.57	0.00
926.00	0.00
444.00	0.00
1,962.00	0.00
2,400.00	0.00
300.00	0.00
300.00	0.00
499.49	0.00
2,524.32	0.00
709.85	0.00
615.43	0.00

II

Furniture	Side Tables for front lobby	8/14/00	SL	5	617.59
Equipment	Oki 5750 Fax Machine	9/10/00	SL	5	1,437.75
Computer	Dell Computer III (Shawn)	5/15/00	SL	5	1,867.00
Computer	Memory Upgrades	7/13/00	SL	5	1,491.00
Miscellaneous	GMC Yukon	5/26/00	SL	5	39,624.00
Software	AutoCad Land Development Desktop R2	1/21/00	SL	5	8,474.27
Software	Wind2 Upgrade - Network version	6/8/00	SL	5	550.00
Software	Windows & Office Upgrades	6/29/00	SL	5	2,984.24
Computer	Dell Computer III (Jim)	11/13/00	SL	5	3,176.93
Equipment	Digital Camcorder	12/15/00	SL	5	2,330.13
Software	Transsoft Solutions	10/15/00	SL	5	1,280.00
Software	DigiAir Aerial Photo CD	12/15/00	SL	5	4,792.50
Computer	Sonicwall Internet Security System	6/8/01	SL	5	2,230.90
Computer	Dell Server for e-mail/Internet	6/8/01	SL	5	5,340.38
Equipment	Epson 1640 XL Scanner	2/11/01	SL	5	2,121.30
Equipment	Security Lock for front entrance	2/14/01	SL	5	1,687.25
Equipment	Traffic Counter	7/16/01	SL	5	1,850.00
Equipment	Hose Counters (2 units)	7/17/01	SL	5	2,593.50
Equipment	AC Units Upstairs (2 wall units)	7/18/01	SL	5	4,350.00
Equipment	Hose Counter (1 unit)	8/10/01	SL	5	850.00
Software	Haestad Methods	1/11/01	SL	5	8,020.00
Software	Veritas Backup Exec Upgrade	3/17/01	SL	5	1,267.95
Software	Microsoft Project 2000 (3 copies)	4/9/01	SL	5	1,040.00
Software	Trafficware Synchro Plus	6/8/01	SL	5	2,899.00
Software	Internet Content Filtering Software	6/8/01	SL	5	536.28
Software	2001 Updated Aerial Photographs - Jax	12/31/01	SL	5	6,420.00

GRAND TOTAL

406,973.72

170.56	447.03
375.78	1,061.97
608.69	1,258.31
437.90	1,053.10
12,679.68	26,944.32
3,296.84	5,177.43
172.08	377.92
899.36	2,084.88
718.94	2,457.99
486.45	1,843.68
310.01	969.99
1,000.52	3,791.98
251.82	1,979.08
602.80	4,737.58
375.44	1,745.86
295.85	1,391.40
170.30	1,679.70
237.32	2,356.18
395.67	3,954.33
66.60	783.40
1,555.66	6,464.34
200.79	1,067.16
151.58	888.42
327.23	2,571.77
60.53	475.75
0.00	6,420.00

F

242,910.76 **164,062.96**
 164,062.96

Benefits Schedule

Benefit	Provider	
Healthcare Insurance (HMO)	Aetna/US Healthcare	- MAJOR
Dental Insurance (DMO)	Paramount Dental	- TEAM
Life & Accidental Death Insurance	Reliance Standard Life Insurance	- ?
Long Term Disability	Reliance Standard Life Insurance	- TEAM
401(k) & Profit Sharing Plan	Manulife Financial	- TEAM
Employee Assistance Program (EAP)	Employee Services	- MAJOR
PAID DAYS OFF	SELF	- TEAM



Jim Robinson
<JROBINSON@go2rob
inson.com>

To: 'Jerry Baranowski' <JBaranowski@kingengineering.com>
cc:
Subject: RE:

12/18/01 03:44 PM

Jerry,

The omission of the schedule was on purpose. I do not have any conflicts.

Jim

-----Original Message-----

From: Jerry Baranowski [mailto:JBaranowski@kingengineering.com]

Sent: Tuesday, December 18, 2001 3:14 PM

To: jrobinson@go2robinson.com

Subject:

Jim

Item 5.3 of the asset purchase agreement requires a schedule of any conflicts. Since none was provided I am assuming there are none but wanted to check. You may have a bank agreement or some other contract which prohibits this type transaction without prior notice or puts you in default.

Jerry

TR

TRADEMARK
REEL: 002671 FRAME: 0543

Estimated as of December 31, 2001

Type	Project #	Project Name	Original Contract	Amount Billed Thru 11/30/01	Estimated Billings 12/31/01	Contract Balance 12/31/01	Subs?
H	92-16	Skinner Family Traffic Consulting			\$ -	\$ 5,000.00	
H	98-13	South Nocatee			\$ 1,000.00	\$ 10,000.00	
H	98-40	N. Regency Regional Activity Center			\$ 1,000.00	\$ 5,000.00	
H	98-55	Bartram Park (Durbin Creek) DRI Application			\$ 25,000.00	\$ 30,000.00	
H	99-49	Burr TMA			\$ 1,500.00	\$ 3,000.00	
H	99-57	Deerwood Town Center			\$ 1,500.00	\$ 5,000.00	
H	99-74-1	Freedom Commerce Centre			\$ 3,500.00	\$ 5,000.00	
H	00-05	Alachua West Industrial DRI			\$ 7,500.00	\$ 10,000.00	
H	00-42	Orange Park Kennel Club Access			\$ -	\$ 1,500.00	
H	01-09	Johns Creek PUD			\$ 1,000.00	\$ 1,500.00	
H	01-13	Richard Street Property Concurrency			\$ 3,000.00	\$ 3,000.00	
H	01-67	Tradeport DRI NOPC			\$ 3,000.00	\$ 2,000.00	
H	01-69	North Village			\$ 500.00	\$ 3,000.00	
H	01-72	JTA vs. Rogers			\$ 500.00	\$ 5,000.00	
H	01-76	St. Johns Forest			\$ 1,500.00	\$ 5,000.00	
H	01-78	St. Johns Retail			\$ 500.00	\$ -	
H	01-83	LandMar/Belfort PUD Multi-Family			\$ 500.00	\$ -	
H	01-84	Paul vs. FDOT			\$ 200.00	\$ 3,000.00	
FF	94-26-3	Soutel Drive Roadway Design (Phase 3)	\$ 117,357.73	\$ 65,532.56	\$ 2,500.00	\$ 49,325.17	Y
FF	94-26-4	Pritchard Road Widening	\$ 140,000.00	\$ -	\$ -	\$ 140,000.00	
FF	97-36-2	State/Union - Phase 2	\$ 154,091.09	\$ 51,036.44	\$ 4,000.00	\$ 99,054.65	N
FF	97-47-1	West 1st Street Drainage Project - Phase II	\$ 124,792.50	\$ 121,048.73	\$ -	\$ 3,743.77	Y
FF	97-47-2	West 1st Street Drainage Project - Phase III	\$ 59,512.00	\$ 57,726.64	\$ -	\$ 1,785.36	N
FF	00-51-1	Dunes Park	\$ 14,567.00	\$ 10,925.25	\$ -	\$ 3,641.75	N
FF	01-01	Downtown DRI NOPC	\$ 74,812.00	\$ 67,330.80	\$ 7,481.20	\$ (0.00)	Y
FF	01-08	11 E. Forsyth Apartments	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	N
FF	01-38	Atlantic/University Interchange	\$ 50,650.00	\$ 30,390.00	\$ 2,000.00	\$ 18,260.00	N
FF	01-42	Fleming Island Monitoring Report - 2001	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	N
FF	01-47	Westside Master Plan/Visioning Study	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	
FF	01-51	Atlantic Boulevard Milling & Resurfacing	\$ 2,535.02	\$ -	\$ -	\$ 2,535.02	N
FF	01-61	Downtown DRI AMR - 2001	\$ 14,547.08	\$ 4,339.91	\$ 10,207.17	\$ -	Y
FF	01-62	Windsor Parke - 2001	\$ 7,500.00	\$ 5,625.00	\$ -	\$ 1,875.00	N
FF	01-64	Touchton Road Traffic Study	\$ 14,691.03	\$ -	\$ -	\$ 14,691.03	N
FF	01-71	Rolling Oaks Apartments	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	N
FF	01-74	Lee Street	\$ 21,020.17	\$ 12,612.10	\$ -	\$ 8,408.07	N
FF	01-79	Amelia National LDTA	\$ 4,575.00	\$ -	\$ -	\$ 4,575.00	N
FF	01-80	Pearl Street Traffic Signal Design	\$ 10,650.00	\$ -	\$ -	\$ 10,650.00	N
TOTAL					\$ 77,888.37	\$ 480,544.82	

The above listed represent REG only. Subconsultant pass through has been subtracted.

Anticipated aggregate profit margin on work remaining approximately 20%

Contract balance does not include any outstanding proposals

December 14, 2001

Infrastructure Technology, Inc.
dba Robinson Engineering Group

Employee Schedule

Employee	Social Security #	Current Pay	12/02 Pay	Annual/Hill	Accrued Vacation	Status	Hire Date
Jeffrey L. Abraham	396-76-9782	\$10.00	\$11.00	***	***	Full-time	3/22/00
Yvette A. Gapen	227-25-3064	\$16.00	\$16.00	***	***	Full-time	11/12/01
William L. Hartmann	251-47-2000	\$73,139.52	\$80,000.00	***	***	Full-time	9/1/97
Thomas W. Hill	227-90-4605	\$46,350.00	\$47,750.00	***	***	Full-time	2/16/00
Anthony T. Jones	244-33-1424	\$14.00	\$14.50	***	***	Full-time	10/22/01 *
Laurie A. Kattreh	399-74-6964	\$45,790.56	\$47,000.00	***	***	Full-time	9/1/90
Kristine M. Lindgren	044-70-6560	\$37,896.48	\$39,000.00	***	***	Full-time	9/1/90
Anthony Steve Martin	082-62-5081	\$17.17	\$38,000.00	***	***	Full-time	2/1/1995 **
David P. Reisen	213-80-4989	\$40,908.48	\$45,000.00	***	***	Full-time	1/12/98
James M. Robinson	244-90-0771	\$114,577.20	\$140,000.00	***	***	Full-time	9/1/90

* Tony Jones is currently employed through a temp agency and will be a full time employee as of 1/1/02.

** Steve Martin is being converted to Salaried basis effective 1/1/02

*** Accrued Vacation data will be provided shortly after 12/31/01

Employees Involuntarily Terminated Ninety (90) Days Prior to 1/2/02

Employee	Hire Date	Term Date
Steve Craig	3/22/00	10/25/01

171



Jim Robinson
<JROBINSON@KingEngineering.com>

01/03/02 04:38 PM

To: 'Jerry Baranowski' <JBaranowski@kingengineering.com>
cc: "Keith A. Appenzeller" <KAppenzeller@kingengineering.com>, "Edwin G. Farmer" <EFarmer@kingengineering.com>, "Tom M. O'Connor" <TOconnor@kingengineering.com>

Subject: RE: Closing.

Jerry,

The last version of the Employment Agreement I saw was labeled as DRAFT. I need your final version to execute.

We are not in litigation as a defendant. The only litigation relates to that previously discussed that involves efforts to collect an old receivable. I would be glad to provide details, but it was my understanding that this did not apply.

I will need to check my copy of the agreement (which I have at home) as to the tax schedule. I don't recollect what this schedule is to report. If it is payroll tax information would our latest ADP statement suffice?

I agree with all other items and cannot see anything that has been missed.

Jim

-----Original Message-----

From: Jerry Baranowski [mailto:JBaranowski@kingengineering.com]
Sent: Thursday, January 03, 2002 4:30 PM
To: jrobinson@go2robinson.com
Cc: Keith A. Appenzeller; Edwin G. Farmer; Tom M. O'Connor
Subject: Closing

Jim,

Here are the items I see as open:

- 1.) Signed Employment Agreement-I am uncertain if you have a completed one or if we just sent you a blank. Please advise.
- 2.) Allocation Schedule-I have prepared and will send with other documents.
- 3.) Litigation schedule required by section 8.2-if none email to that effect.
- 4.) Tax schedule required by section 5.8.
- 5.) 2000 Class A shares of King Stock-Certificate is prepared, original kept in corporate minute books, copy for your records will be sent with other documents.
- 6.) 740 Class B shares of King Stock @\$67 per share and a check for \$420 (\$50,000 total) copy will be sent to you with the other documents.
- 7.) Check for Jan rent of \$3,546.60 has been prepared and will be sent with other documents.

VIII

TRADEMARK
REEL: 002671 FRAME: 0546

8.) Option form for balance of shares is being prepared will be sent with other documents.

9.) Check is due ITI:

Contracts	\$100,000
Assets	164,062
Deposit	-50,000

Net	214,062
	=====

Will be sent with other documents.

10.) Prior acts coverage tacked on to our policy is a one time charge of 9,200, but that is with the limits staying at \$3,000,000. The agent is getting the cost to increase the policy limits.

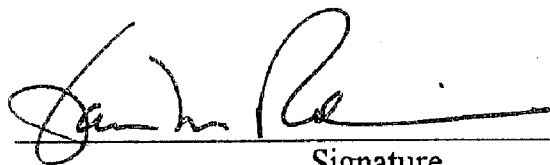
11.) Copies of all other exhibits will be sent with documents.

Jim, please let me know if disagree with any of the above or if I am missing anything.

Jerry

Organization Schedule

Company Name	Jurisdiction of Incorporation	Shareholder(s)
Infrastructure Technology, Inc. dba Robinson Engineering Group	State of Florida	James M. Robinson – 100% equity



Signature

James M. Robinson, President

January 2, 2002

Date

Infrastructure Technology, Inc.
dba Robinson Engineering Group



TRADEMARK
REEL: 002671 FRAME: 0548

Proprietary Rights Schedule

Agencies Granted License for the use of IMS IV
St. Johns County, Florida
Alachua County, Florida
Columbia County, Georgia
Charleston County, South Carolina
City of Jacksonville, Florida

Computer Software Owned & Used	
# of Licenses	Software Title
1	Haestad Methods Stormwater Programs (CulvertMaster, FlowMaster, PondPack, StormCAD)
1	ArcView Ver. 3.1
1	ArcCad
1	Autocad LT 2000
5	AutoCad/Land Development Desktop Release 2
3	AutoDesk Civil Design Release 2
1	AutoDesk Survey Release 2
1	AutoTurn 4
1	TSIS & I-TRAF
1	Tranplan, NIS & FSUTMS Modeling Programs
1 Seat	Viper Modeling Program
1	Trafficware Synchro Plus
1	Petra for Windows Traffic Program
1	Traffic Analysis Software (TAS)
1	HCS 2000 (McTrans)
1	WinTEAPAC
1	Transoft Solutions
1	DigiAir Aerial Photographs
1 (w/up to 15 users)	Wind2/Wind2000 Accounting Program (network version)
1	Windows NT Server
11	Windows 98
5 Prof / 6 Stnd	Microsoft Office 2000 (Professional & Standard versions)
3	Microsoft Project 2000
1	Veritas Backup Exec
1	Internet Content Filtering

Infrastructure Technology, Inc.
dba Robinson Engineering Group

X

TRADEMARK
REEL: 002671 FRAME: 0549

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO. 76/175967	APPLICANT Infrastructure Technology, Inc.	PAPER NO.
MARK INFRASTRUCTURE MANAGEMENT SYSTEM IV		ADDRESS: Commissioner for Trademarks 2900 Crystal Drive Arlington, VA 22202-3513 www.uspto.gov If no fees are enclosed, the address should include the words "Box Responses - No Fee."
ADDRESS INFRASTRUCTURE TECHNOLOGY INC 6272 DUPONT STATION CT JACKSONVILLE FL 32217	ACTION NO. 03	
	MAILING DATE 10/29/01	Please provide in all correspondence: 1. Filing Date, serial number, mark and Applicant's name. 2. Mailing date of this action. 3. Examining Attorney's name and Law Office number. 4. Your telephone number and ZIP code.
	REF. NO.	
FORM PTO-1525 (5-90)	U.S. DEPT. OF COMM. PAT. & TM OFFICE	

EXAMINER'S AMENDMENT

EXAMINING ATTORNEY	PERSON CALLED/INTERVIEWED	TELEPHONE NUMBER
L Mayes	Kristine Lindgren	904-636-6755
<input checked="" type="checkbox"/> TELEPHONE CALL	INTERVIEW DATE	<input checked="" type="checkbox"/> ATTORNEY
<input type="checkbox"/> PERSONAL INTERVIEW	October 26, 2001	<input type="checkbox"/> APPLICANT

CALL RECORD/NOTES


OFFICE SEARCH: The examining attorney has searched the Office records and has found no similar registered or pending mark which would bar registration under Trademark Act Section 2(d), 15 U.S.C. Section 1052(d). TMEP section 1105.01.

RE: Serial Number 76/175967

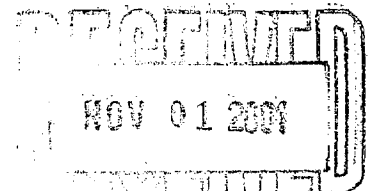
In accordance with the authorization granted by the above Applicant or attorney, the application has been AMENDED as indicated below. No response is necessary unless there is an objection to the amendment.

The application has been amended to the Supplemental Register. Therefore, the disclaimer is no longer required.

The disclaimer has been deleted.



 Laurie Mayes
 Trademark Attorney
 Law Office 106
 (703) 308-9106 x267
 (703) 308-7192 (fax)



X



Jim Robinson
<JROBINSON@KingEngineering.com>

01/03/02 04:52 PM

To: 'Jerry Baranowski' <JBaranowski@kingengineering.com>
cc: "Edwin G. Farmer" <EFarmer@kingengineering.com>, "Keith A. Appenzeller" <KAppenzeller@kingengineering.com>, "Tom M. O'Connor" <TOconnor@kingengineering.com>

Subject: RE: Closing

Jerry,

All taxes have been collected, filed, and paid as required.

Jim

-----Original Message-----

From: Jerry Baranowski [mailto:JBaranowski@kingengineering.com]

Sent: Thursday, January 03, 2002 4:54 PM

To: Jim Robinson

Cc: Edwin G. Farmer; 'Jerry Baranowski'; Keith A. Appenzeller; Tom M. O'Connor

Subject: RE: Closing

Jim,

Your statement on litigation is sufficient. The tax schedule is a schedule of unpaid taxes or a statement that all taxes including employment have been collected, filed and paid as required. I will get the blanks filled in on an employment agreement in the morning.

Thanks

Jerry

Jim Robinson <JROBINSON@KingEngineering.com>

01/03/02 04:38 PM

To: 'Jerry Baranowski'

<JBaranowski@kingengineering.com>

cc: "Keith A. Appenzeller"

<KAppenzeller@kingengineering.com>, "Edwin G. Farmer"

<EFarmer@kingengineering.com>, "Tom M. O'Connor"

<TOconnor@kingengineering.com>

Subject: RE: Closing

Jerry,

The last version of the Employment Agreement I saw was labeled as DRAFT. I need your final version to execute.

We are not in litigation as a defendant. The only litigation relates to that previously discussed that involves efforts to collect an old receivable. I would be glad to provide details, but it was my understanding that this did not apply.

I will need to check my copy of the agreement (which I have at home) as to the tax schedule. I don't recollect what this schedule is to report. If it is payroll tax information would our latest ADP statement suffice?

XI

TRADEMARK

REEL: 002671 FRAME: 0551

101

I agree with all other items and cannot see anything that has been missed.

Jim

-----Original Message-----

From: Jerry Baranowski [mailto:JBaranowski@kingengineering.com]

Sent: Thursday, January 03, 2002 4:30 PM

To: jrobinson@go2robinson.com

Cc: Keith A. Appenzeller; Edwin G. Farmer; Tom M. O'Connor

Subject: Closing

Jim,

Here are the items I see as open:

- 1.) Signed Employment Agreement-I am uncertain if you have a completed one or if we just sent you a blank. Please advise.
- 2.) Allocation Schedule-I have prepared and will send with other documents.
- 3.) Litigation schedule required by section 8.2-if none email to that effect.
- 4.) Tax schedule required by section 5.8.
- 5.) 2000 Class A shares of King Stock-Certificate is prepared, original kept in corporate minute books, copy for your records will be sent with other documents.
- 6.) 740 Class B shares of King Stock @\$67 per share and a check for \$420 (\$50,000 total) copy will be sent to you with the other documents.
- 7.) Check for Jan rent of \$3,546.60 has been prepared and will be sent with other documents.
- 8.) Option form for balance of shares is being prepared will be sent with other documents.
- 9.) Check is due ITI:

Contracts	\$100,000
Assets	164,062
Deposit	-50,000

Net	214,062
	=====

Will be sent with other documents.

10.) Prior acts coverage tacked on to our policy is a one time charge of 9,200, but that is with the limits staying at \$3,000,000. The agent is getting the cost to increase the policy limits.

11.) Copies of all other exhibits will be sent with documents.

VI

XI

Jim, please let me know if disagree with any of the above or if I am missing anything.

Jerry

XI

Excluded Assets Schedule

Assets Personally Owned by James M. Robinson	
Elkhart Foundry & Machine Co. - "The Lehman Traffic Guide"	Matted & Framed Article
"Promote Traffic Safety" First Day of Issue Uncut Stamp Sheets With envelope and canceled stamp	Matted & Framed
ASCE "Centennial of Engineering" First Day of Issue Uncut Stamp Sheets With envelope and canceled stamp	Matted & Framed
"Urban Planning" First Day of Issue Uncut Stamp Sheets With envelope and canceled stamp	Matted & Framed
Norman Rockwell Print	Matted & Framed Print
South Eastern States Map	Matted & Framed Map
1900 Precise Level Blueprint Drawing	Matted & Framed Drawing
Plan of the Village of... - May 1857 Drawing	Matted & Framed Drawing
3 sets of Postcard Sheets of Jacksonville Points of Interest	Matted & Framed Postcards
"Believers In Jacksonville" - The Literary Digest - March 16, 1929	Matted & Framed Article
James E. McMillan Print (1981) #205/500 (Eagle w/fish)	Matted & Framed Print
San Jose Estates General Plan	Matted & Framed Drawing
The Brooklyn Bridge - Detailed Drawing	Matted & Framed Drawing
Duck Prints (2)	Matted & Framed Print
Pelican Prints (2)	Matted & Framed Print
Palm Tree Prints (3)	Matted & Framed Print
"Undersea Garden" #1193/1500	Matted & Framed Print
"Doves on Branch" #763/1000	Matted & Framed Print
"Hawk on Branch" #763/1000	Matted & Framed Print
Ralph Waldo Emerson Quote "Success"	Matted & Framed Print
Dwight David Eisenhower Quote with gold stamp - First Day of Issue	Matted & Framed Print
"Shipbuilding" Stamp and Print	Matted & Framed Print
Plat Map of State of Florida	Matted & Framed Map

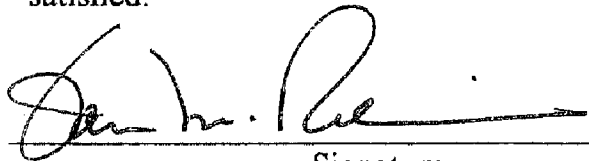
Infrastructure Technology, Inc.
dba Robinson Engineering Group

(A)

TRADEMARK
REEL: 002671 FRAME: 0554

Preconditions Certificate

This is a certification that the preconditions specified in Sections 3.1(a) through (e) have been satisfied.



Signature

James M. Robinson, President

January 2, 2002

Date

Infrastructure Technology, Inc.
dba Robinson Engineering Group

①

TRADEMARK
REEL: 002671 FRAME: 0555

**RESOLUTION OF BOARD OF DIRECTORS OF
INFRASTRUCTURE TECHNOLOGY, INC.**

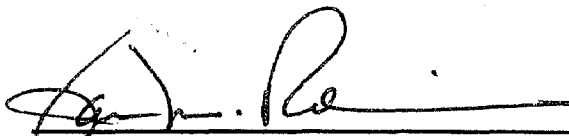
RESOLVED, That this Corporation approves the transactions contemplated by the Asset Purchase Agreement with King Engineering Associates, Inc.

I do hereby certify that I am the duly elected and qualified Secretary, and that the above is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with the law and the By-laws of said Corporation on December 10, 2001, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have affixed my name as Secretary and have caused the corporate seal of said Corporation to be hereunto affixed, this 10th day of December, 2001.

A True Record

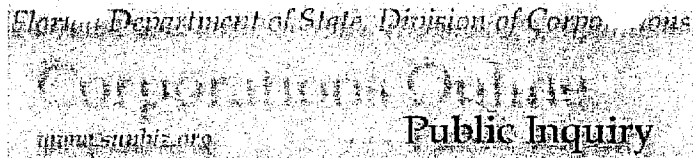
Attest


Secretary

Infrastructure Technology, Inc.
dba Robinson Engineering Group

(P)

TRADEMARK
REEL: 002671 FRAME: 0556



Florida Profit

INFRASTRUCTURE TECHNOLOGY, INC.

PRINCIPAL ADDRESS
 6272 DUPONT STATION CT
 JACKSONVILLE FL 32217 US
 Changed 04/20/1999

MAILING ADDRESS
 6272 DUPONT STATION CT
 JACKSONVILLE FL 32217 US
 Changed 04/20/1999

Document Number
 L53543

FEI Number
 592996715

Date Filed
 02/28/1990

State
 FL

Status
 ACTIVE

Effective Date
 02/27/1990

Registered Agent

Name & Address
LEPRELL, SAMUEL L 1930 SAN MARCO BLVD STE 201 ST MARKS PLACE JACKSONVILLE FL 32207
Name Changed: 04/30/1998
Address Changed: 04/20/1999

Officer/Director Detail

Name & Address	Title
ROBINSON, JAMES 6272 DUPONT STATION CT JACKSONVILLE FL 32217	PTS

8

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36, and 38

United States Patent and Trademark Office

Reg. No. 2,610,903

Registered Aug. 20, 2002

**TRADEMARK
SUPPLEMENTAL REGISTER**

INFRASTRUCTURE MANAGEMENT SYSTEM IV

**INFRASTRUCTURE TECHNOLOGY, INC.
(FLORIDA CORPORATION)
6272 DUPONT STATION COURT
JACKSONVILLE, FL 32217**

FIRST USE 9-7-1994; IN COMMERCE 9-7-1994.

**FOR: COMPUTER SOFTWARE FOR DATABASE
MANAGEMENT IN THE FIELD OF THE PAVE-
MENT INDUSTRY, IN CLASS 9 (U.S. CLS. 21, 23, 26,
36 AND 38).**

**SER. NO. 76-175,967, FILED P.R. 12-5-2000; AM. S.R.
10-16-2001.**

LAURIE MAYES, EXAMINING ATTORNEY