TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/15/1996

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stimack Construction Company, Inc.		04/15/1996	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Belfor USA Group, Inc.
Street Address:	185 Oakland Avenue
Internal Address:	Suite 300
City:	Birmingham
State/Country:	MICHIGAN
Postal Code:	48009
Entity Type:	CORPORATION: COLORADO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2227674	STIMACK CONSTRUCTION COMPANY, INC.

CH $40.00 2227674

CORRESPONDENCE DATA

Fax Number: (734)222-4769
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 734-222-4776
Email: jlowenstein@jaffelaw.com
Correspondent Name: Joan H. Lowenstein
Address Line 1: 201 S. Main Street
Address Line 2: Suite 300
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Joan H. Lowenstein
Signature:	/jhl/

Date:	01/19/2006

Total Attachments: 51
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Law Offices

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195 Broadway
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November 6, 2003

OLIVER EDWARDS, ESQ.
212-513-3533
oedwar@hklaw.com

By UPS

Mr. Christopher Jones
Belfor USA Group Inc.
185 Oakland Ave. – Suite 300
Birmingham, MI 48009

Dear Chris:

As requested, enclosed please find a copy of the April 15, 1996 Agreement for the Purchase and Sale of the Assets of Rocky Mountain Catastrophe, Stimack Construction Co., Inc., and Sterling, as well as a copy of the Articles of Incorporation, filed the day after the closing of the asset purchase, of Stimack Construction Co., Inc. in Colorado (the Stimack Seller in the Asset Purchase Agreement was a Nevada corporation), and current online information from the Colorado Secretary of State's office.

Since the purchase by Enterprise International, Inc. was an asset purchase, certain liabilities were left with the selling Nevada corporation. Once you have determined more facts about the current casualty, it should be easier to make a decision about whether Belfor USA Group Inc. is a property party defendant.

Please let me know if we can further assist you with regard to this matter.

Sincerely,

Oliver Edwards

OE/jm

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AGREEMENT
FOR THE PURCHASE AND SALE OF THE ASSETS
OF
ROCKY MOUNTAIN CATASTROPHE, STIMACK CONSTRUCTION CO., INC., AND STERLING

THIS AGREEMENT is made and entered into as of the 15th day of April, 1996 (the "Agreement"), at Denver, Colorado, by and between ENTERPRISE INTERNATIONAL, INCORPORATED, a Colorado corporation (hereinafter referred to as "Buyer"); JEFFREY JOHNSON, an individual (hereinafter referred to as "Johnson"); MARK DAVIS, an individual (hereinafter referred to as "Davis"); GRANGER ASSOCIATES, a trust doing business as Rocky Mountain Catastrophe (hereinafter referred to as "RMCat"); STIMACK CONSTRUCTION CO., INC., a Nevada corporation (hereinafter referred to as "Stimack"); EASTGATE ASSOCIATES, a trust doing business as Sterling (hereinafter referred to as "Sterling"); GEOFFREY STIMACK, an individual; and ANJILA STIMACK, an individual. RMCat, Stimack, and Sterling shall be referred to collectively herein as the "Sellers." Buyer, Johnson, Davis, Sellers, Geoffrey Stimack, and Anjila Stimack shall be referred to collectively herein as the "Parties."

WITNESSETH:

WHEREAS, Sellers are the owners of certain assets which are presently located in, on, or about the offices and facilities of RMCat and Stimack at 5760, 5762, 5764, and 5766 Lamar Street, Arvada, Colorado 80002 and at 419 Canyon Avenue, Suite 300, Fort Collins, Colorado 80521 (collectively the "Premises"), and which are used in the business of RMCat and Stimack in the restoration, cleanup, and repair of property damage; and

WHEREAS, Sellers desire to sell to Buyer and Buyer desires to purchase from Sellers the assets and liabilities of Sellers for the price and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

Section 1 - Sale and Purchase of Assets

Sellers agree to sell to Buyer and Buyer agrees to purchase from Sellers all of the assets described in Section 2 below (the "Assets"). Subject to the conditions, covenants, and agreements herein contained, Sellers shall, on the Closing Date hereinafter provided, sell, transfer, assign, and convey to Buyer by appropriate bills of sale, assignments, and such other instruments as may be reasonably required by Buyer, marketable title to the Assets, and Buyer shall purchase the Assets for the Purchase Price on the terms hereinafter set forth.

Section 2 - Assets

Except as excluded in Section 3, the Assets to be sold by Sellers and to be purchased by Buyer shall be all of the assets currently owned and used or useful in the businesses of Sellers, including the following:

RMCat:

(a) All of RMCat's right, title, and interest in and to the assets and property of the operating businesses located on the Premises, including the inventory listed in **Schedule 1**, attached hereto and incorporated herein; the equipment listed on **Schedule 2**, attached hereto and incorporated herein; the accounts receivable listed in **Schedule 3**, attached hereto and incorporated herein; and the motor vehicles listed in **Schedule 4**, attached hereto and incorporated herein;

(b) All work-in-progress listed in **Schedule 5**, attached hereto and incorporated herein (collectively the "RMCat Work-in-Progress");

(c) Trade names and goodwill of RMCat, including all trade names listed in **Schedule 6**, attached hereto and incorporated herein;

(d) All written agreements to which RMCat is a party that are transferable and used or useful in the operation of RMCat's business, which are listed in **Schedule 7**, attached hereto and incorporated herein;

(e) All customer lists and sales, service, and parts manuals and records;

(f) All advertising, promotional and training materials, signage, and display cases;

(g) All proprietary knowledge, technology, trade secrets, and know-how currently transcribed to written, video, audio, or computer data form which are used or useful in the operation of RMCat's business;

(h) All leases and licenses of software and personal property;

(i) All of RMCat's right, title, and interest in and to any and all permits, licenses, and certificates that are transferable and used or useful to the operation of RMCat's business;

(j) All telephones and other office equipment and furnishings;

(k) All telephone numbers and listings used by RMCat;

(l) Cash which, taken together with cash from Stimack, shall be an aggregate amount of $120,000.00;

(m) RMCat's interest under that certain lease dated January 17, 1995 and amended January 30, 1996, for the real property on which the offices and facilities of RMCat and Stimack are located, a copy of which lease is attached hereto as **Schedule 8** and incorporated herein; and

(n) All of RMCat's interest in transferable deposits listed in **Schedule 9**, attached hereto and incorporated herein.

Stimack:

(a) All of Stimack's right, title, and interest in and to the assets and property of the operating businesses located on the Premises, including the inventory listed in **Schedule 10**, attached hereto and incorporated herein; the equipment listed on **Schedule 11**, attached hereto and incorporated herein; and the accounts receivable listed in **Schedule 12**, attached hereto and incorporated herein;

(b) All work-in-progress listed in **Schedule 13**, attached hereto and incorporated herein (collectively the "Stimack Work-in-Progress");

(c) All trade names and goodwill of Stimack, including all rights to use the name "Stimack Construction Co., Inc." or any variations thereof;

(d) All written agreements to which Stimack is a party that are transferable and used or useful in the operation of the Stimack's business, which are listed in **Schedule 14**, attached hereto and incorporated herein;

(e) All customer lists and sales, service, and parts manuals and records;

(f) All advertising, promotional and training materials, signage, and display cases;

(g) All proprietary knowledge, technology, trade secrets, and know-how currently transcribed to written, video, audio, or computer data form;

(h) All leases and licenses of software and personal property;

(i) All of Stimack's right, title, and interest in and to any and all permits, licenses, and certificates that are transferable and used or useful in the operation of the Stimack's business;

(j) All telephones and other office equipment and furnishings;

(k) All telephone numbers and listings used by Stimack;

(l) Cash which, taken together with cash from RMCat, shall be an aggregate amount of $120,000.00;

(m) All of Stimack's interest in transferable deposits listed in **Schedule 15**, attached hereto and incorporated herein; and

(n) Stimack's interest in that lease dated January 1, 1996 for the office of Stimack at 419 Canyon Avenue, Fort Collins, Colorado, a copy of which lease is attached hereto as **Schedule 16.**

Sterling:

(a) All of Sterling's right, title, and interest in and to the equipment listed on **Schedule 17**, attached hereto and incorporated herein, and the motor vehicles listed in **Schedule 18**, attached hereto and incorporated herein.

Section 3 - Excluded Assets

Buyer's purchase of Assets from Sellers hereunder shall not include the purchase of the following:

(a) The motor vehicles listed in **Schedule 19**, attached hereto and incorporated herein;

(b) The real estate and improvements described in **Schedule 20**, attached hereto and incorporated herein;

(c) All cash in accounts owned by Sellers, except as otherwise specifically provided in Section 2;

(d) All equipment and furnishings listed in **Schedule 21**, attached hereto and incorporated herein;

(e) All personal items listed in **Schedule 22**, attached hereto and incorporated herein;

(f) All original correspondence files and all other records and files of RMCat's and Stimack's businesses, except that RMCat and Stimack shall permit Buyer full access to such records and files for copying any or all of the same at Buyer's expense, and such records and files shall be maintained within a five (5) mile radius of the Premises until further agreement of the Parties, and RMCat and Stimack shall further permit Buyer to keep and maintain all current and completed job files which are located on the Premises as of the Closing Date for a period of one (1) year; at the end of such one (1) year period, Buyer shall return such files to Sellers;

(g) All other assets of RMCat, Stimack, Sterling, or any trust of the Stimack family or any of its members which are not currently used in the Businesses and which are not specifically set forth in Section 2;

(h) All casualty, liability, and other insurance policies owned by Sellers and all proceeds thereof, except employee health and cafeteria plans to the extent transferable; and

(i) All pension plans or retirement accounts which RMCat or Stimack have or own and any residual or asset value thereof.

Section 4 - Liabilities to be Assumed by Buyer

Buyer agrees to assume all liabilities or other obligations of RMCat and Stimack included or referred to as "Current Liabilities" on the Closing Balance Sheet dated March 31, 1996, attached hereto as **Exhibit A** and incorporated herein, and all liabilities or other obligations included or referred to on the Post-Closing Balance Sheet which are incurred in the ordinary course of business or which are approved by Buyer in its reasonable discretion. Buyer also agrees to assume all liabilities or other obligations under the written contracts assigned and transferred to Buyer pursuant to Section 2 and all liabilities or other obligations under RMCat's Work-in-Progress and Stimack's Work-in-Progress assigned or transferred to Buyer pursuant to Section 2, as well all liabilities and obligations under any other restoration contracts which are not complete at Closing. Buyer also agrees to assume certain of the obligations set forth in Section 17 of this Agreement. Buyer shall not assume any liabilities or other obligations of the Sellers or related to the Sellers' businesses not specifically set forth in this Section (collectively the "Excluded Obligations"). Sellers will pay and discharge all of the Excluded Obligations, and Sellers, Geoffrey Stimack, and Anjila Stimack, jointly and severally, agree to hold Buyer, Johnson, and Davis harmless with respect to all such Excluded Obligations. The provisions of this Section 4, and all obligations hereunder, shall survive the Closing.

Section 5 - Purchase Price and Earn Out Payment

As full payment for the sale and transfer of the Assets from Sellers to Buyer, Buyer shall pay the Purchase Price and Earn Out Payment as defined herein.

(a) Purchase Price

The Closing Purchase Price shall be $1,389,505.79, based on the Closing Balance Sheet dated March 31, 1996, attached hereto as **Exhibit A**. This Closing Purchase Price shall be adjusted as provided herein.

Within thirty (30) days following the Closing, Buyer and Sellers shall jointly prepare a Post-Closing Balance Sheet, to correct any errors made in the Closing Balance Sheet and to include the period from the date of the Closing Balance Sheet through the Closing Date. If there is a net increase or decrease in the aggregate of cash, accounts receivable, work in progress, deposits and prepaids, and/or current liabilities, as reflected in the Post-Closing Balance Sheet, as compared with

the aggregate of these items as reflected in the Closing Balance Sheet, the Closing Purchase Price shall be increased or decreased dollar-for-dollar by the net amount of such increase or decrease. The resulting amount shall be the Post-Closing Price.

If, notwithstanding the foregoing, a Post-Closing Balance Sheet is not prepared, pursuant to a written agreement between the parties, the Post-Closing Price shall be deemed to be $1,389,505.79.

The Post-Closing Price shall be the Purchase Price which Buyer must pay to Sellers in accordance with Section 6, in addition to the Earn Out Payment due pursuant to subsection (b) of this Section.

(b) Earn Out Payment

In addition to all other sums which may be payable to Sellers pursuant to this Agreement, Buyer shall pay to RMCat (or to such other entity or person as RMCat may designate) on the fifth (5th) anniversary of the Closing Date a lump-sum payment equal to the sum of the five (5) annual calculations, to be made on an accrual basis as of each anniversary of the Closing Date, of three percent (3%) of the gross revenues of Buyer or any successor thereof in excess of the annual Base Revenues as shown in the schedule below (the "Earn Out Payment"); provided, however, that if Buyer shall have prepaid the promissory note to RMCat pursuant to Section 6, Buyer may also prepay the Earn Out Payment (calculated using the actual number of years which have expired since the Closing instead of five years) on any of the first four (4) anniversaries of the Closing Date, except that in the event of such prepayment of the Earn Out Payment, the minimum amount payable shall be $100,000.00 and the maximum amount payable shall be $300,000.00. RMCat or its agents shall have the right to inspect the financial records of Buyer for the purpose of verifying the calculation of the Earn Out Payment. The provisions of this subsection (b), and all obligations hereunder, shall survive the Closing.

Base Revenues Schedule

Revenue Period	Base Revenues
1st Twelve Months	$3,500,000.00
2nd Twelve Months	$3,850,000.00
3rd Twelve Months	$4,235,000.00
4th Twelve Months	$4,658,500.00
5th Twelve Months	$5,124,350.00

To assist the parties in the interpretation and application of this subsection (b), the following example is provided:

Example

Revenue Period	Base Revenues	Actual Revenues	Excess	3% of Excess
1st Twelve Months	$3,500,000	$4,200,000	$700,000	21,000
2nd Twelve Months	$3,850,000	$4,600,000	$750,000	22,500
3rd Twelve Months	$4,235,000	$4,225,000	-$10,000	0
4th Twelve Months	$4,658,500	$5,300,000	$641,500	19,245
5th Twelve Months	$5,124,350	$6,400,000	$1,275,650	38,270
			Total Earn Out Payment	$101,015

If Buyer suffers a loss or damage as a result of Sellers' breach of an obligation contained in this Agreement or the Related Documents, the Earn Out Payment shall be subject to a right of setoff in favor of Buyer. In exercising its right of setoff under this subsection (b), Buyer may, in its reasonable discretion, take a setoff against the Earn Out Payment in the amount of the loss or damage suffered by Buyer as a result of Sellers' breach of an obligation contained in this Agreement or the Related Documents if (i) Buyer makes a reasonable demand by notice that Sellers indemnify Buyer for such loss or damage, and (ii) Sellers fail to indemnify Buyer after Buyer and Sellers have undertaken reasonable mediation efforts as required by Section 24; provided, however, that any and all setoffs against the Earn Out Payment shall not exceed $30,000.00 in the aggregate. The notice required hereunder shall include the amount of the loss or damage suffered by Buyer and shall identify the breach of this Agreement or the Related Documents pursuant to which Buyer contends that Sellers have an obligation to indemnify Buyer.

Section 6 - Purchase Price Payment

The Purchase Price shall be paid by Buyer to Sellers as follows:

(a) Closing Payment

At Closing, Buyer shall deliver the following payment to Sellers:

(i) $800,000.00 in certified funds;

(ii) a promissory note executed by Buyer in the amount of $400,000, subject to adjustment as provided below, payable to RMCat, in the form of the promissory note attached hereto as **Exhibit B** (the "First Note"). The First Note will be secured as provided in the security agreement in the form attached hereto as **Exhibit C**, personal guarantees of Johnson and Johnson's spouse and Davis in the form attached hereto as **Exhibit D**, and share pledge agreements in the form attached hereto as **Exhibit E**; and

(iii) a promissory note executed by Buyer in the amount of $189,505.79, payable to RMCat, in the form of the promissory note attached hereto as **Exhibit F** (the "Second Note"). The principal amount due under the Second Note, together with all interest accrued thereunder, shall be due and payable by Buyer no later than one hundred and twenty (120) days following the Closing Date. The Second Note will be secured as provided therein.

(b) Post-Closing Payment

If there is a Post-Closing Balance Sheet prepared, Buyer and Sellers agree as follows:

(i) If there is a net increase in the Purchase Price from the Closing Purchase Price pursuant to Section 5, Buyer shall promptly execute another promissory note payable to RMCat in the amount of such increase, in the form attached hereto as **Exhibit G**. The principal amount due under the note, together with all interest accrued thereunder, shall be due and payable by Buyer no later than one hundred and twenty (120) days following the Closing Date. Such promissory note will be secured as provided in the note.

(ii) If there is a net decrease in the Purchase Price from the Closing Purchase Price pursuant to Section 5, Buyer shall execute and deliver to Sellers a revised First Note reflecting such net decrease, which revised note shall replace the First Note. Except as to the principal amount due, such revised First Note shall be in the same form and secured in the same manner as the First Note.

Section 7 - Purchase Price Allocation

The Purchase Price shall be allocated in accordance with the allocations set forth in Internal Revenue Service Forms 8594, attached hereto as **Exhibit H** and incorporated herein. The Parties agree to report this transaction for federal and state tax purposes in accordance with the allocations reflected therein.

Section 8 - Closing

The closing of the transaction hereunder (the "Closing") shall take place at the offices of Mosley, Wells & McClain, LLC, 1700 Lincoln Street, Suite 3850, Denver, Colorado, on Monday, April 15, 1996 at 1:00 P.M. local time or on such other date and time as Buyer and Sellers may mutually agree (the "Closing Date"). The transactions at Closing will be deemed to be effective as of 12:01 A.M. on the day following the Closing Date, except as otherwise specifically provided in this Agreement. All actions at the Closing will be considered to be taken simultaneously, and no document, agreement, or other legal instrument will be deemed to be delivered until all items which are to be delivered at the Closing have been delivered. At the Closing, in addition to the deliveries to be made pursuant to Sections 16 and 17, the Parties will take such other actions and will execute

and deliver such other instruments, documents, and certificates as are contemplated by the terms of Agreement and the Related Documents or as may be reasonably requested by any Party in connection with the consummation of the transactions contemplated herein or therein.

Section 9 - Insurance Policies

Except for health and cafeteria plans to the extent that they are transferable, Sellers shall cancel all policies of insurance in effect as of the date of Closing, including but not limited to liability, casualty, and workers' compensation. Sellers shall be entitled to a refund directly from the insurance carriers in the amounts paid by Sellers as insurance premiums for the period subsequent to Closing. Sellers shall not attempt to collect any insurance refund from Buyer unless the insurance carriers pay such amount to Buyer. Buyer shall take such steps as are necessary to ensure that all liability, casualty, workers' compensation, medical and other insurance policies and coverages affecting the businesses and the employees of Sellers are either continued in their present form or are replaced, so that there is no lapse in such policies and coverages.

Section 10 - Costs and Taxes

Buyer shall pay any and all sales taxes payable on account of the transactions contemplated by this Agreement. The parties shall pay their respective portions, prorated as of the Closing Date, of state and local personal property taxes on the Assets.

Section 11 - Sellers' Representations, Warranties, and Covenants

In addition to any other covenants, representations or warranties made by Sellers hereunder, Sellers, Geoffrey Stimack, and Anjila Stimack hereby jointly and severally represent, warrant, and covenant to Buyer as follows:

(a) Authority and Validity

RMCat is a duly organized and validly existing trust with all necessary authority to execute this Agreement, to enter into the transactions contemplated hereby, and to own and operate it business as presently conducted; Stimack is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada,, and has all necessary authority to execute this Agreement and to enter into the transactions contemplated hereby and to own and operate it business as presently conducted; Sterling is a duly organized and validly existing trust with all necessary authority to execute this Agreement and to enter into the transactions contemplated hereby; all actions required of Sellers under this Agreement, including the execution of this Agreement and consummation of the transactions provided for herein, have been duly authorized by all legally necessary action; and, upon due and valid execution of this Agreement and any documents to be executed in connection herewith (collectively the "Related Documents"), this Agreement and such Related Documents shall constitute valid and binding obligations of Sellers, Geoffrey Stimack, and Anjila Stimack enforceable in accordance with their terms, except (i) as such enforcement may be subject to bankruptcy, insolvency, reorganization,

moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought. The execution and performance of this Agreement and the Related Documents, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all necessary action on the part of each Seller, including but not limited to obtaining any necessary shareholder, beneficiary, or trustee consents.

(b) No Violation

To the best of Sellers' knowledge, the execution and delivery of this Agreement and the Related Documents and the consummation of the transactions contemplated hereby and thereby will not (i) result in a breach of any of the terms or conditions, or constitute a default under, any transferable mortgage, note, agreement, instrument or obligation to which Sellers, Anjila Stimack, or Geoffrey Stimack are now subject, (ii) violate any existing law, regulation, order, writ, injunction or decree of any court, administrative agency or governmental body affecting Sellers, Anjila Stimack, Geoffrey Stimack, or the Assets, (iii) constitute a breach or violation of any organizational or other document governing the affairs of any Seller, (iv) result in the creation of any lien or charge on any of the Assets, (v) result in the acceleration of any debt owed by any of the Sellers, (vi) require the consent of any third party; or (vii) require the consent of any governmental authority.

(c) Litigation

Except as set forth in **Schedule 23**, (i) there is no present or, to the best knowledge of Sellers, Geoffrey Stimack, and Anjila Stimack, threatened claim of any nature against Sellers including claims arising out of or in connection with the operation of the businesses of Sellers (collectively the "Businesses") being sold to Buyer, (ii) none of the Sellers or Anjila Stimack or Geoffrey Stimack knows of any dispute which adversely affects, or may adversely affect, the Assets, the Businesses, or the Premises, (iii) there is no present or, to the best knowledge of Sellers, Geoffrey Stimack, and Anjila Stimack, threatened walkout, strike, or labor disturbance involving any of Sellers' employees, (iv) none of the Sellers, the Assets, nor the Premises are subject to any pending or, to the best knowledge of Sellers, Geoffrey Stimack, and Anjila Stimack, threatened litigation, proceeding, or administrative investigation, and (v) to the best knowledge of Sellers, Geoffrey Stimack, and Anjila Stimack, each Seller has maintained all licenses and permits and has filed all registrations, reports and other documents required by local, state, and federal authorities and regulating bodies in connection with the Businesses where the failure to maintain or file any such items would have a material adverse effect on such Seller or the Businesses.

(d) Condition of the Assets

THE EQUIPMENT PORTION OF THE ASSETS ARE IN OPERATING CONDITION, WITH NO KNOWN LATENT DEFECTS. ALL ASSETS ARE

SOLD "AS IS" AFTER DUE INSPECTION AND EXAMINATION BY THE BUYER, AND SELLERS DISCLAIM ALL WARRANTIES, INCLUDING ANY WARRANTY IMPLIED BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY EXCLUDED.

(e) Compliance

With respect to the Businesses, to the best of Sellers' knowledge, Sellers have substantially complied with all applicable ordinances, statutes, laws, regulations, orders, codes, restrictions, and rules, including, but not limited to zoning, building, fire, health, safety, sanitation, and environmental laws; except that Sellers have been given notice that they are in violation of certain fire or building codes related to certain space on the Premises being used by RMCat and Stimack for storage of boxes and other materials. Sellers have provided to Buyers the most recent inspection report from the Environmental Protection Agency, which is attached hereto as **Schedule 24**.

(f) Tax Returns

To the best of the knowledge of Sellers, Geoffrey Stimack, and Anjila Stimack , each Seller has (i) filed, when due, with all appropriate governmental agencies, all tax returns, estimates, reports, and statements required to be filed by it, all of which were prepared and filed in accordance with applicable law, and (ii) paid, when due and payable, all requisite income taxes, sales, use, employment, property and transfer taxes, levies, duties, licenses, and registration fees and charges of any nature whatsoever and workers' compensation and unemployment taxes, including interest and penalties thereon. Each Seller has withheld all tax required to be withheld under applicable tax laws and regulations, and such withholdings have either been paid to the respective governmental agencies or set aside in accounts for such purpose or accrued, reserved against and entered upon the books of such Seller. Sellers are unaware of any federal tax liens filed against the Assets.

(g) Licenses

To the best of their knowledge, as of the Closing Date, RMCat, and Stimack hold all licenses, permits and authorizations from governmental or regulatory authorities that are required for the lawful operation of the business of RMCat and Stimack.

(h) Title to Assets

Sellers have good and marketable title to all the Assets and shall convey such title to the Assets to Buyer free and clear of liens and encumbrances, except those disclosed in **Schedule 25**, attached hereto and incorporated herein. Except as disclosed in **Schedule 25**, Sellers are not leasing or holding on consignment any equipment, furniture, fixtures, or other personal property. In particular, except as disclosed in **Schedule 25**, Sellers have terminated all personal property leases of all Equipment listed in **Schedule 2**, **Schedule 11**, and **Schedule 17**. There are no special assessments against any of the Assets.

(i) **Confidentiality**

Sellers, Geoffrey Stimack, and Anjila Stimack will keep confidential all communications between the parties, information obtained during the negotiations of this Agreement (including confidential or proprietary matters of Buyer's business) and all disclosures made of Buyer's business, financial and tax records. Additionally, Sellers, Geoffrey Stimack, and Anjila Stimack will not issue any public announcement concerning this transaction without the prior written approval of Buyer.

(j) **Financial Statements**

The Financial Statements of Sellers contained in **Schedule 26**, attached hereto and incorporated herein (the "Statements"), which include the balance sheet and income statement of RMCat and Stimack as of and for the fiscal year ends of 1993, 1994, and 1995, and which also include the balance sheet and income statement of RMCat and Stimack as of and for the three-month period ending March 31, 1996, correctly represent the activities of RMCat and Stimack for all accounting intents and purposes. The Statements are not designed to mislead Buyer in any respect. All known liabilities of RMCat and Stimack are reflected in the Statements.

(k) **Consultation Services**

Geoffrey Stimack and Anjila Stimack agree to provide reasonable consultation services, at no charge to Buyer, for thirty (30) calendar days following the Closing Date, except that Buyer shall pay any and all out-of-pocket expenses incurred in rendering the consultation services. In addition, health and schedules permitting, Geoffrey Stimack and Anjila Stimack agree to meet with Johnson and Davis, at the request of Buyer, up to three times per year during each of the four years following the Closing Date, for the purpose of advising Buyer with respect to the Businesses. Each such meeting shall be held at the offices of Buyer, shall occur on a date reasonably acceptable to Geoffrey Stimack and Anjila Stimack and shall not exceed eight hours in duration. Geoffrey Stimack and Anjila Stimack shall provide such advisory services at no charge to Buyer, except that Buyer shall pay any and all out-of-pocket expenses incurred in rendering the advisory services.

(l) **Default**

If Sellers, Geoffrey Stimack, or Anjila Stimack breach this Agreement, or if the conditions precedent to Sellers' obligations to close, as stated in this Agreement, are not satisfied in the manner and in the time set forth herein due to the fault of Sellers, Geoffrey Stimack, or Anjila Stimack, or Sellers, Geoffrey Stimack, or Anjila Stimack are unable to close the sale of the Assets under the terms of this Agreement, then the same shall constitute a breach of this Agreement, and Buyer shall be entitled to pursue any and all legal remedies available to it.

(m) **Changes in Financial Condition**

Since the date of the Statements, none of the Sellers has (i) issued any notes, bonds, or other securities affecting the Assets or the Businesses; (ii) borrowed any amount or incurred or become subject to any liabilities affecting the Assets or the Businesses except current liabilities incurred in the ordinary course of business; (iii) mortgaged, pledged or subjected to any lien, security interest, charge or any other encumbrance, any of the Assets, tangible or intangible, except liens for current property taxes not yet due and payable; (iv) suffered any losses, other than in the ordinary course of business; (v) entered into any transaction (except as otherwise contemplated herein) affecting the Assets or the Businesses, other than in the ordinary course of business; (vi) made capital expenditures or commitments therefor affecting the Businesses, other than in the ordinary course of business; (vii) suffered any damage, destruction or casualty loss, other than in the ordinary course of business, with respect to the Assets whether or not covered by insurance; (viii) disclosed, licensed, or transferred any trade secrets of the Businesses to third parties; or (ix) granted any bonuses to employees except in the ordinary course of business. Since the date of the Statements, to the best of the knowledge of Sellers, Geoffrey Stimack, and Anjila Stimack, there have been no material adverse change in the Businesses, financial condition, operating results, assets, business prospects, or employee, customer, vendor, or supplier relations of any Seller relating to the Businesses.

(n) **Accounts Receivable**

The Accounts Receivable set forth in **Schedule 3** and **Schedule 12** shall be collectible within 120 days of the Closing Date. If, after using its best efforts to do so, Buyer is unable to collect the Accounts Receivable set forth in **Schedule 3** and **Schedule 12** within such 120 day period, Sellers shall pay to Buyer any uncollected amounts and Buyer shall assign to Sellers the uncollected Accounts Receivable.

(o) **Powers of Attorney**

To the best knowledge of Sellers, Geoffrey Stimack, and Anjila Stimack, there are no material outstanding powers of attorney executed on behalf of any of the Sellers.

(p) **Complete Disclosure**

This Agreement, and the agreements and legal instruments related hereto, do not contain any untrue statement of a material fact by Sellers, Geoffrey Stimack or Anjila Stimack, nor has Sellers, Geoffrey Stimack, or Anjila Stimack concealed or withheld any pertinent negative or adverse material information or knowledge.

(q) **No Diminishment**

None of the representations and warranties of Sellers, Geoffrey Stimack, and Anjila Stimack shall qualify or diminish in any respect the representations, warranties and covenants of contained in this Agreement made by Buyer, Johnson, and Davis.

(r) **Material Contracts**

To the best of their knowledge, Sellers have agreed to transfer to Buyer all of their material contracts used or useful in the operation of their Businesses. As used herein, "material contracts" means and includes any contracts pursuant to which there is a payment obligation in excess of $10,000.00. For any material contract which is not transferrable to Buyer without the consent of another party to such contract, Sellers, Geoffrey Stimack, and Anjila Stimack shall undertake to obtain such consent to transfer in accordance with Section 36.

(s) **Consent to Asset Transfer**

Notwithstanding any other provision hereof, Sellers, Geoffrey Stimack, and Anjila Stimack recognize that at some point in the future, Buyer may desire to transfer certain of the Assets to a wholly owned subsidiary of Buyer. In the event that Buyer provides notice of its intention to make such transfer, Sellers, Geoffrey Stimack, and Anjila Stimack agree not to unreasonably withhold their consent to such transfer, provided that (i) there has been no default under this Agreement or any Related Document; (ii) all rights and interests of Sellers, Geoffrey Stimack, and Anjila Stimack will remain adequately protected after such transfer, to be determined in their reasonable discretion; and (iii) Buyer shall be responsible for and advance all costs of preparing any and all documents reasonably required by Seller, Geoffrey, Stimack, and/or Anjila Stimack in connection with such transfer, but Buyer shall not be responsible for costs associated with the review of such documents by counsel for Sellers, Geoffrey Stimack, and/or Anjila Stimack.

(t) **Tickets to Sporting Events**

For a period of five (5) years from the date of this Agreement, Buyer shall have the right to purchase from Sellers, Geoffrey Stimack, and Anjila Stimack, at face value, seventy-five percent (75%) of their regular season tickets for the home games of the Colorado Rockies and Colorado Avalanche. Sellers, Geoffrey Stimack, and Anjila Stimack shall have the right to determine which games are available for purchase by Buyer, except that all games reserved by Buyer as of the Closing Date shall be available for purchase by Buyer.

(u) **Employees and Benefit Plans**

To the best knowledge of Sellers, Geoffrey Stimack, and Anjila Stimack, there have not been any unfair labor practice complaints, labor difficulties or work stoppages, or threats thereof, affecting the Businesses. To the best knowledge of Sellers, Geoffrey Stimack, and Anjila Stimack, no Seller has had any collective bargaining or union contracts or agreements and there is no union campaign presently being conducted to solicit employees to authorize a union to request a National Labor Relations Board certification election with respect to any employees of any Seller. Except as set forth in **Schedule 27**, to the best knowledge of Sellers, Geoffrey Stimack, and Anjila Stimack, none of Sellers' current employees has plans to terminate employment prior to April 15, 1997. To the best knowledge of Sellers,

Geoffrey Stimack, and Anjila Stimack, Sellers have no underfunded benefit plans for which Buyer, Johnson, or Davis will be subject to liability, and no employee of Sellers has a vested interest in any pension plan or retirement account which will not be transferred by Sellers to such vested employee shortly after Closing.

(v) Right to Use Certificate

Geoffrey Stimack shall permit Buyer to use, as reasonably necessary, his non-transferable Supervisor/Contractor Certificate, subject to the provisions of Section 12(p). The certificate of Geoffrey Stimack referred to herein is the only material permit, license, or certificate used or useful in the Businesses which is not transferred to Buyer pursuant to this Agreement.

Section 12 - Buyer's Representations, Warranties, and Covenants

In addition to any other covenants, representations or warranties made by Buyer, Johnson, and Davis herein, Buyer, Johnson, and Davis hereby represent, warrant and covenant to Seller as follows:

(a) Authority and Validity

Buyer has full power and authority to enter into this Agreement and to carry out its obligations hereunder and has taken all action required by law or otherwise to authorize the execution and delivery of this Agreement and the transactions contemplated hereby, and, upon due and valid execution of this Agreement and the Related Documents, the Agreement shall constitute a valid and binding obligation of Buyer enforceable in accordance with its terms except (i) as such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

(b) Default

If Buyer breaches this Agreement or the conditions precedent to Buyer's obligations to close, as stated in this Agreement, are not satisfied in the manner and in the time set forth herein without fault of any Seller, or Buyer is unable to close the sale of the Assets under the terms of this Agreement due to the fault of Buyer or due to Buyer's inability to secure necessary financing, then the same shall constitute a breach of this Agreement, and Seller shall be entitled to pursue any and all legal remedies available to it and Buyer shall forfeit earnest money of $10,000.00 held in escrow by Colorado Business Consultants, which amount shall be applied against any damages claimed by Sellers with respect to such breach.

(c) Confidentiality

Buyer, Johnson, and Davis will keep confidential all communications between the Parties, information obtained during the negotiations of this Agreement (including

confidential or proprietary matters of Sellers' businesses) and all disclosures made of Sellers' business, financial and tax records. Additionally, Buyer will not issue any public announcement concerning this transaction without the prior written approval of Sellers.

(d) **No Conflicting Agreements**
Buyer, Johnson, and Davis are not parties to any contract, agreement or other obligation which is in default or which will become in default or subject to any acceleration or penalty by reason of the execution and consummation of this Agreement.

(e) **Litigation**
Buyer is not involved in any litigation or other claim, including any governmental investigation, actual, pending, or threatened, to the best of its knowledge.

(f) **Financial Statements**
The Financial Statements contained in **Schedule 28**, attached hereto and incorporated herein, correctly represent the financial condition of Johnson and Davis for all accounting intents and purposes as of the dates thereof and for periods covered thereby. The Statements are not designed to mislead Sellers in any respect. All known liabilities of Johnson and Davis are reflected in **Schedule 28**.

(g) **Security Interests**
The Assets sold and transferred hereunder shall not be or become subject to any security interest or other lien or claim, except that the Assets may be subject to a lien in favor of Sellers, and except that the Assets may be subject to prior liens in favor of Aurora National Bank not to exceed $600,000 in the aggregate.

(h) **Assumed Liabilities**
Buyer will assume and pay the all liabilities which it has agreed to assume under Section 4 of this Agreement or under the Related Documents as and when due and complete all restoration contracts and Work-in-Progress which exist at the Closing Date. Buyer shall hold Sellers harmless with respect to the liabilities assumed by Buyer.

(i) **Complete Disclosure**
This Agreement, and the agreements and legal instruments related hereto, do not contain any untrue statement of a material fact by Buyer, nor has Buyer concealed or withheld any pertinent negative or adverse material information or knowledge.

(j) **Accounting Due Diligence**
Buyer has completed its accounting due diligence with respect to the businesses of RMCat and Stimack to its satisfaction, including but not limited to and investigation and evaluation of equipment, inventory, accounts receivable, and other assets of

Sellers. Buyer has retained and relied on its agents and representatives with expertise with regard to the aforesaid, in addition to examining the Statements.

(k) Legal Due Diligence

Buyer has completed its legal due diligence with respect to the businesses of RMCat and Stimack to its satisfaction.

(l) Interests in Buyer

Johnson and Davis are the only persons owning an interest or claiming to own an interest in Buyer at the time of Closing. Unless and until the promissory note(s) executed and delivered by Buyer in accordance with Section 6 is fully paid in accordance with its terms, Buyer shall not permit additional interests to be issued in Buyer or permit any existing interests therein to be transferred or otherwise disposed of to persons not owning an interest in Buyer at the time of Closing; provided, however, that Buyer may permit preferred shares to be issued if (i) such shares are subject to a Share Pledge Agreement in the form attached hereto as **Exhibit I**; (ii) Johnson and Davis will continue to own a controlling interest in Buyer after such issuance; (iii) Johnson and Davis will be the only voting shareholders of Buyer after such issuance; and (iv) Johnson and Davis will exclusively control the Board of Directors and the management of Buyer after such issuance.

(m) Utilities

Buyer shall indemnify Sellers against any and all expenses relating to utilities servicing the Premises after the Closing Date. Buyer shall pay all obligations for all utility payments due after the Closing Date with respect to utility services delivered to the Premises after the Closing Date.

(n) Reimbursement of Post-Closing Expenses

Buyer shall reimburse Sellers for any and all business-related expenses incurred by them, including but not limited to expenditures made by employees of RMCat and Stimack, between the Closing Date and the date that the transaction contemplated by this Agreement is formally announced to RMCat and Stimack employees; provided, however, that such business-related expenses shall not exceed $10,000.00 in the aggregate. Buyer shall make such reimbursement to Sellers within ten (10) days after written notice is given by Sellers of the total dollar amount of business-related expenses incurred.

(o) No Diminishment

None of the representations and warranties of Buyer, Johnson, and Davis shall qualify or diminish in any respect the representations, warranties, and covenants of Sellers, Geoffrey Stimack, and Anjila Stimack contained in this Agreement.

(p) **Indemnification**

Buyer, Johnson, and Davis recognize that Sellers, Geoffrey Stimack, and Anjila Stimack are assuming a significant risk in transferring to Buyer or permitting Buyer to use, as reasonably necessary, certain permits, licenses, and certificates, and each agrees to indemnify and hold Sellers, Geoffrey Stimack, and Anjila Stimack harmless from and against any and all liability incurred after the Closing Date arising in any way out of Buyer's use of such permits, licenses, and/or certificates. Buyer, Johnson, and Davis shall diligently pursue obtaining their own permits, licenses, and certificates and shall obtain the same no later than six (6) months following the date of this Agreement, and thereafter shall not be permitted to use any permits, licenses, or certificates of Sellers, Geoffrey Stimack, or Anjila Stimack. Buyer, Johnson, and Davis shall be responsible for the payment of all expenses related to any renewals of the permits, licenses, and certificates incurred by Sellers, Geoffrey Stimack, and/or Anjila Stimack so long at Buyer continues to use the same.

(q) **Notification to Vendors**

Within thirty (30) calendar days of Closing, Buyer, Johnson, and Davis shall notify all trade vendors and suppliers of the Businesses of the sale of Assets hereunder and shall establish new accounts with all such vendors and suppliers.

(r) **Employee Assistance**

Buyer, Johnson, and Davis acknowledge and agree that the services of Kathy Bateman will be required to complete certain Post-Closing tasks, and they shall therefore permit the services of Kathy Bateman to be used as reasonably necessary by Sellers, Geoffrey Stimack, and Anjila Stimack for the thirty (30) calendar days following the Closing Date.

Section 13 - Conditions Precedent to Buyer's Obligations

All obligations of Buyer, Johnson, and Davis under this Agreement are subject, at Buyer's option, to the fulfillment prior to or at the Closing, of each of the following conditions:

(a) Each and every representation and warranty by Sellers, Geoffrey Stimack, and Anjila Stimack contained in this Agreement and the schedules hereto shall be true and accurate in all material respects and shall be deemed to have been made again at and as of the Closing.

(b) Sellers, Geoffrey Stimack, and Anjila Stimack shall have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Sellers, Geoffrey Stimack, and Anjila Stimack prior to or at the Closing.

(c) Sellers shall have furnished to Buyer all documents required to be delivered by Sellers, Geoffrey Stimack, and Anjila Stimack pursuant to this Agreement, including all attachments hereto which Buyer is required to execute.

(d) The Sellers shall have delivered to the Buyer an opinion of Sellers' legal counsel, in form as attached hereto in **Exhibit J**.

(e) The Sellers shall have delivered to the Buyer documents evidencing a change of Stimack's corporate name and a release of all trade names sold and transferred under this Agreement.

(f) All consents, approvals, and waivers required for Sellers to consummate the transactions contemplated by this Agreement and the Related Documents will have been obtained by Sellers and provided to Buyer without any penalty or condition which is adverse to Buyer. Buyer will have received evidence of the due authorization and execution of this Agreement and the Related Documents by Sellers in form and substance reasonably satisfactory to Buyer.

Section 14 - Conditions Precedent to Sellers' Obligations

All obligations of Sellers under this Agreement are subject, at Sellers' option, to the fulfillment prior to or at the Closing of each of the following conditions:

(a) Payment of the Purchase Price in accordance with the terms of Sections 5 and 6.

(b) Delivery of all documents required to be delivered by Buyer pursuant to this Agreement.

(c) Each and every representation and warranty by Buyer, Johnson, and Davis contained in this Agreement shall be true and accurate in all material respects and shall be deemed to have been made again at and as of the Closing.

(d) Buyer shall have performed and complied with all covenants, agreements and conditions required to be performed or complied with by it prior to or at the Closing.

(e) Buyer will deliver to Sellers an opinion of Buyer's legal counsel in the form attached hereto as **Exhibit K**.

(f) All consents, approvals, and waivers required for Buyers to consummate the transactions contemplated by this Agreement and the Related Documents will have been obtained by Buyers and provided to Sellers without any penalty or condition which is adverse to Sellers. Sellers will have received evidence of the due authorization and execution of this Agreement and the Related Documents by Buyers in form and substance reasonably satisfactory to Sellers.

Section 15 - Non-Compete Agreement

Subject to the satisfactory completion of all conditions precedent contained herein, at the time of Closing, Buyer, Geoffrey Stimack, and Anjila Stimack agree to enter into a non-competition agreement with terms and conditions in the form attached hereto as **Exhibit L**.

Section 16 - Bonus Agreement

The Parties agree that certain employees of Sellers shall be provided with bonuses one year after the Closing Date, if employed by Buyer at such time. Kathy Bateman shall be entitled to receive a Post-Closing bonus in the amount of $5,000.00, with $2,500.00 of such amount payable by Sellers and $2,500.00 payable by Buyer on April 15, 1997. Gerry Hammond shall be entitled to receive a Post-Closing bonus in the amount of $10,000.00, with $5,000.00 of such amount payable by Sellers and $5,000.00 payable by Buyer on April 15, 1997. Stacy Mazur shall be entitled to receive a Post-Closing bonus in the amount of $10,000.00, with $5,000.00 of such amount payable by Sellers and $5,000.00 payable by Buyer on April 15, 1997.

Section 17 - Job Profitability Plan

The Parties acknowledge that, at the time of Closing, RMCat and Stimack have in effect non-binding job profitability plans with certain employees holding positions of project manager. The job profitability plans are attached hereto as **Schedule 29** and incorporated herein Sellers and Buyer agree that each shall pay amounts earned by such employees on all RMCat Work-in-Progress and Stimack Work-in-Progress, with Sellers obligated to pay to each employee the percentage of the bonus due under the applicable plan equal to the percentage of completion of each Work-in-Progress as of the Closing Date, and with Buyer obligated to pay to each employee the remaining amount due under the applicable plan.

Section 18 - Utility Deposits

The Parties shall undertake to transfer, if possible, all utility deposits owned by Sellers; provided however, that if any such transfer is made, a Post-Closing adjustment shall be made to compensate Sellers for such transfer and shall be reflected on the Post-Closing Balance Sheet. If any utility deposit owned by Sellers is not transferable, there shall be no Post-Closing adjustment related to utility deposits.

Section 19 - Deliveries by Sellers at Closing

At the Closing, Sellers shall deliver or cause to be delivered to Buyer the following:

(a) An executed copy of this Agreement;

(b) Bills of sale, assignments, and other instruments necessary to transfer good and marketable, title in and to the Assets to Buyer free and clear of any liens or encumbrances except as specifically set forth in **Schedule 25**;

(c) An executed copy of the Non-Compete agreement attached as **Exhibit L**; and

(d) An employees list dated April 12, 1996.

Section 20 - Deliveries by Buyer at Closing

At the Closing, Buyer shall deliver or cause to be delivered to Sellers the following:

(a) An executed copy of this Agreement;

(b) Certified funds as set forth in Section 6;

(c) All executed copies of documents relating to the sale and purchase of the Assets, including but not limited to the promissory note executed by Buyer in the principal amount of $400,000, one or more security agreements and corresponding UCC-1s, personal guarantees from Johnson and Johnson's spouse, and Davis, share pledge agreements from all current shareholders of Buyer, and any other documents required pursuant to Section 6; and

(d) An executed copy of the Non-Compete agreement attached as **Exhibit L**.

Section 21 - Survival of Representations, Warranties, and Covenants

Representations and warranties as to tax matters will survive for a period of three years from and after the Closing Date. The representations and warranties, of the Parties as to any other matter shall survive the Closing for a period of two years, and the Buyer's and Sellers' covenants, and in particular the obligations and liabilities of Buyer and all guarantors with respect to the promissory note(s) and the Earn Out Payment shall survive the Closing and shall not terminate until six (6) months following the expiration of the statute of limitations applicable to a cause of action arising from a breach of such obligations.

Section 22 - Indemnification

(a) Each party will indemnify each other party and its successors, principals, and owners, assigns and agents from and against any and all losses, claims, damages, liabilities, costs and expenses (including but not limited to attorneys' fees and other expenses of investigation and defense of any claims or actions) (collectively "Claims"), to which they or any of them may become subject due to, or which result from, any breach of the covenants, agreements, warranties, and representations contained in this Agreement. The party entitled to indemnification shall be referred

to herein as the "Indemnified Party," and the party obligated to provide indemnification shall be referred to as the "Indemnifying Party."

(b) Any Indemnified Party shall promptly advise any Indemnifying Party of the existence of any Claim as soon as feasible, and in no event later than ten (10) days after the Indemnified Party becomes aware of such Claim. Thereafter, if the Indemnifying Party acknowledges its obligation in writing, the Indemnified Party will afford the Indemnifying Party a reasonable opportunity to undertake the defense, settlement, or other resolution of the Claim, and the Indemnified Party shall cooperate fully with the Indemnifying Party in resolving such matter. Any settlement of a Claim by the Indemnifying Party shall be subject to approval by the Indemnify Party, such approval not to be unreasonably withheld. If the Indemnifying Party fails or refuses to acknowledge its liability or to undertake such defense, settlement or other resolution of such Claim within ten days of its having been notified of the Claim by the Indemnified Party, then the Indemnified Party may itself defend, settle, or otherwise resolve the Claim, and the Indemnifying Party shall be solely responsible for all costs incurred by the Indemnified Party in connection therewith.

Section 23 - Notices

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be effective (i) upon personal delivery, or (ii) five (5) days after given by facsimile or mailed first-class, postage prepaid, registered or certified mail, as follows:

If to Sellers, Geoffrey Stimack, and Anjila Stimack:

Mr. Geoffrey Stimack
Ms. Anjila Stimack
10601 West 79th Place
Arvada, Colorado 80005
(303) 425-1806 (facsimile)

with copy to (which shall not constitute notice):

Neil L. McClain, Esq.
Mosley, Wells & McClain, LLC
1700 Lincoln Street, Suite 3850
Denver, Colorado 80203
(303) 830-2626 (facsimile)

If to Buyer, Johnson, or Davis:

Mr. Jeff Johnson
Mr. Mark Davis
Enterprise International Incorporated
5762 Lamar Street
Arvada, Colorado 80002
(303 425-9499 (facsimile)

with copy to (which shall not constitute notice):

Michael Kelly, Esq.
Ducker, Dewey & Seawell, P.C.
1560 Broadway, Suite 1500
Denver, Colorado 80202
(303) 861-4017 (facsimile)

Section 24 - Governing Law, Venue, and Mediation

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, and venue for any proceeding relating to the provisions hereof or the provisions of any Related Document shall be brought in District Court in and for the City and County of Denver, State of Colorado. Notwithstanding any other provision of this Agreement, however, the Parties agree to undertake reasonable efforts to mediate any dispute arising under this Agreement prior to initiating litigation.

Section 25 - Attorneys' Fees

In any action brought by a Party to interpret or enforce the terms of this Agreement or any Related Document, the prevailing party shall be entitled to recover its reasonable attorneys' fees and litigation costs.

Section 26 - Entire Agreement

This Agreement, including the attachments hereto, sets forth the entire agreement and understanding of the Parties with respect to the transactions contemplated hereby and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by Sellers, Buyer or any other Party hereto which is not embodied in this Agreement and/or the attachments hereto, and no Party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not specifically set forth herein or in the attachments hereto.

Section 27 - Assignment

This Agreement shall not be assignable by Buyer without the prior written consent of Sellers, such consent not to be unreasonably withheld.

Section 28 - Waiver

No waiver by any Party hereto of any condition, or of the breach of any term, covenant representation, or warranty contained in this Agreement, whether by conduct or otherwise in any one or more instances shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term, covenant, representation, or warranty of this Agreement.

Section 29 - Amendment

This Agreement may be amended, modified, superseded, or canceled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by a written instrument executed by all Parties or, in the case of a waiver, by the Party or Parties waiving compliance.

Section 30 - Expenses

Each party shall pay its own expenses incurred by or on behalf of it in connection with the authorization, preparation, execution, and performance of this Agreement, including, without limitation, all fees and expenses of agents, representatives, counsel and accountants.

Section 31 - Brokers

Sellers shall be solely responsible for any and all commissions, finder's fees or other compensation payable to Colorado Business Consultants, Inc. on account of this transaction and shall hold Buyer, Johnson, and Davis harmless from any and all claims, including attorneys' fees and costs, arising from any claim for a commission or fee based upon any acts or services performed by said brokerage firm. With the foregoing exception, Buyer and Sellers represent to the other that neither has retained or used the services of any individual (including any officer or director), firm or corporation in such manner as to entitle such individual, firm, or corporation to compensation for brokers' fees, agents' commissions, or finders' fees with respect to the transaction contemplated hereby, and each Party agrees to hold the other harmless from any claim for commission or fee by any third Party arising due to the conduct of such Party.

Section 32 - Headings

The headings of this Agreement have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

Section 33 - Severability

If any provision of this Agreement shall be invalid or unenforceable, the other provisions of this Agreement shall continue in full force and effect and the validity of and enforceability thereof shall not be adversely affected.

Section 34 - Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 35 - Time of the Essence

Time is of the essence in the performance of the terms of this Agreement by the Parties hereto.

Section 36 - Further Assurances

All Parties hereto each agree to take such further actions and execute and deliver such further documents, prior to, at, or after Closing, as may be necessary or appropriate to consummate the transactions contemplated by this Agreement and Related Documents.

Section 37 - Definition of Knowledge

For purposes of this Agreement and Related Documents, any references to the "knowledge" or "best knowledge" of a Party shall mean that Party's actual knowledge.

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

BUYER:

ENTERPRISE INTERNATIONAL, INC.

By: _____
Jeffrey Johnson, President

JEFFREY JOHNSON

MARK DAVIS

SELLERS:

GRANGER ASSOCIATES d/b/a Rocky Mountain Catastrophe

By: _____
Geoffrey Stimack, General Manager

STIMACK CONSTRUCTION CO., INC.

By: _____
Geoffrey Stimack, President

EASTGATE ASSOCIATES d/b/a Sterling

By: _____
Geoffrey Stimack, General Manger

GEOFFREY STIMACK

ANJILA STIMACK

ROCKY MOUNTAIN CATASTROPHE/STIMACK CONSTRUCTION CO., INC.

CLOSING BALANCE SHEET

	Anjila and Geof Stimack	Sterling	RM CAT	Stimack	Combined Total
ASSETS					
Cash			$40,733.97	$79,266.18	$120,000.15
Accounts receivable			525,231.92	247,450.14	772,682.06
Work in progress			78,870.80	127,064.01	205,934.81
Leased phone system				25,128.35	25,128.35
Leasehold improvements			63,713.87	12,111.27	75,825.14
Off bal. sheet leasehold imp.			4,174.86	5,000.00	9,174.86
Leased equipment		$94,835.00	36,495.00	7,280.00	138,610.00
Materials and supplies			11,742.00	850.00	12,592.00
Deposits and prepaids			21,507.97	2,111.96	23,619.93
Non-complete	$4,000.00	1,000.00	5,000.00	5,000.00	15,000.00
Goodwill			29,011.00	5,000.00	34,011.00
Leasehold			230,000.00		230,000.00
Name					
Rocky Mountain Catastrophe			10,000.00		10,000.00
RM CAT			2,500.00		2,500.00
Flood Truck			2,500.00		2,500.00
Cat Team			2,500.00		2,500.00
CA Team			2,500.00		2,500.00
Stimack Construction Co., Inc.				2,500.00	2,500.00
TOTAL ASSETS	4,000.00	95,835.00	1,066,481.39	518,761.91	1,685,078.30
LESS LIABILITIES					
Vacation pay			6,452.00	10,504.00	16,956.00
Accounts payable			205,657.69	43,907.61	249,565.30
Accrued payroll			11,840.00	7,582.24	19,422.24
Buy-out phone lease				9,630.00	9,630.00
TOTAL LIABILITIES			223,949.69	71,623.85	295,573.54
NET PURCHASE PRICE	$4,000.00	$95,835.00	$842,531.70	$447,138.06	$1,389,504.76
Payment at Closing	$4,000.00	$95,835.00	$253,026.94	$447,138.06	$800,000.00
Carryback by sellers					
Note 1			400,000.00		400,000.00
Note 2			189,504.76		189,504.76
	$4,000.00	$95,835.00	$842,531.70	$447,138.06	$1,389,504.76
		95,836.00	$842,531.70	$447,138.00	$1,389,504.76

EXHIBIT A

PROMISSORY NOTE

U.S. $400,000.00

Denver, Colorado
April 15, 1996

FOR VALUE RECEIVED, Enterprise International, Incorporated, a Colorado corporation, (hereinafter referred to as "Maker") hereby unconditionally promises to pay to Granger Associates, or order (hereinafter referred to as "Note Holder"), at 10601 West 79th Place, Arvada, Colorado 80005, or at such other place as Note Holder may designate in writing, the principal sum of Four Hundred Thousand Dollars ($400,000.00), together with interest on the outstanding principal balance at the rate of nine percent (9%) per annum, compounded monthly.

Principal and accrued interest shall be payable by Maker as follows:

(a) in a lump sum payment due and payable April 15, 1997 equal to all interest accrued through such date; and

(b) in monthly installments of Nine Thousand Nine Hundred and Fifty Four Dollars ($9,954.00), due on the 15th day of each month, commencing May 15, 1997 and continuing until the entire indebtedness evidenced by this Note is fully paid; provided however, that if not sooner paid, the entire outstanding principal balance and accrued interest thereon shall be due and payable no later than April 15, 2001.

If any payment required by this Note is not paid when due, or not cured as hereafter provided, or if any other default under this Note, Security Agreement, Share Pledge Agreements, Personal Guarantees, or any other document evidencing an interest securing this Note occurs and is not cured within the applicable cure period provided for therein, if any, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note Holder, and the entire indebtedness shall bear interest at the increased rate of eighteen percent (18%) per annum, compounded monthly, from the date of default ("default interest rate"). The Note Holder shall be entitled to collect all reasonable costs and expenses of collection, including but not limited to reasonable attorneys' fees.

Maker shall have the right to cure any nonpayment under this Note by making such payment within five (5) days after receipt of notice of default by Note Holder to Maker; provided however, that Maker's right to cure shall not be available more than once during any 12-month period.

Any notice to Maker provided for in this Note shall be in writing and shall be effective (1) five (5) days after the mailing of such notice by certified mail, return receipt requested, addressed to Maker at 5762 Lamar Street, Arvada, Colorado 80002, or to such other address as Maker may designate by notice to the Note Holder, or (2) upon personal delivery to Maker. A copy of any notice to Maker shall also be mailed to Michael J. Kelly, Esq. at Ducker, Seawell & Montgomery, P.C., One Civic Center Plaza, 1560 Broadway, Suite 1500, Denver, Colorado 80202. Any notice to the Note Holder shall be in writing and shall be effective (1) five (5) days after the mailing of

such notice by certified mail, return receipt requested, to the Note Holder at the address stated in the first paragraph of this Note, or to such other address as Note Holder may designate by notice to Maker, or (2) upon personal delivery to Note Holder. A copy of any notice to Note Holder shall also be mailed to Neil L. McClain, Esq. at Mosley, Wells & McClain, LLC, One Norwest Center, 1700 Lincoln Street, Suite 3850, Denver, Colorado 80203.

Payments received under this Note shall be applied first to the costs of collection, if any; second, to the payment of accrued interest at the default interest rate specified above, if any; third, to the payment of accrued interest at the rate specified above, and the balance to be applied in reduction of the outstanding principal amount. Maker may prepay the outstanding principal amount due under this Note, in whole or in part, at any time without penalty; provided, however, that any partial prepayment shall not postpone the due date of any subsequent payment or modify the amount of such payment.

Presentment, notice of dishonor, and protest are hereby waived by Maker and all sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of Maker and all sureties, guarantors and endorsers, and their respective successors and assigns.

The indebtedness evidenced by this Note is secured by (i) a Security Agreement in the form attached hereto as **Exhibit A**; (ii) Personal Guarantees of Jeffrey Johnson and Sandi Johnson, and Mark Davis in the forms attached hereto as **Exhibit B** and **Exhibit C**, and (iii) Share Pledge Agreements in the forms attached hereto as **Exhibit D** and **Exhibit E**.

Until the entire indebtedness evidenced by this Note is fully paid, Maker shall at all times maintain a general liability insurance policy which has a single limit liability coverage of $1,000,000.00 per occurrence, covering Maker and its assets and such casualty insurance required by the Security Agreement attached hereto as **Exhibit A**. Note Holder shall be included on such policies as an additional insured. Maker's failure to maintain such insurance shall constitute an immediate default under this Note, and Note Holder shall be entitled to any and all remedies against Maker authorized by this Note or as otherwise authorized by law.

Maker does not have or assert to have a claim or right of set-off against any part of the indebtedness evidenced by this Note. This Note may be subject to modification as specifically provided in the Agreement for the Purchase and Sale of the Assets of Rocky Mountain Catastrophe, Stimack Construction Co., Inc., and Sterling dated April 15, 1996.

MAKER:

ENTERPRISE INTERNATIONAL, INCORPORATED

By: _____
Jeffrey Johnson, President

S:\RTD\STIMACK\PROM1.NOT
04/15/96

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into effective this 15th day of April, 1996, by and between GRANGER ASSOCIATES, a trust doing business as ROCKY MOUNTAIN CATASTROPHE (hereinafter referred to as "Secured Party"), and ENTERPRISE INTERNATIONAL, INCORPORATED, a Colorado corporation (hereinafter referred to as "Debtor"), JEFFREY JOHNSON and SANDI JOHNSON, individuals (hereinafter collectively referred to as the "Johnsons"), and MARK DAVIS, an individual (hereinafter referred to as "Davis").

Recitals

A. Debtor has purchased certain business property and assets from Secured Party and other parties (collectively, the "Sellers"), as of the effective date hereof pursuant to that certain "Agreement for the Purchase and Sale of the Assets of Rocky Mountain Catastrophe, Stimack Construction Co., Inc., and Sterling" dated April 15, 1996 (the "Asset Purchase Agreement"). In connection therewith, Debtor has executed and delivered to Secured Party one or more promissory notes of even date herewith (the "Note"). The terms of the Note are incorporated herein by reference.

B. Debtor has also agreed to pay to Secured Party an Earn Out Payment upon the terms and conditions set forth in the Asset Purchase Agreement.

C. The Johnsons and Davis have personally guaranteed the Earn Out Payment and all obligations created or arising under the Note.

D. As an inducement to Secured Party to accept the Note and to secure the performance and payment of all of Debtor's obligations to Secured Party under the Note, the Earn Out Payment, and otherwise, Debtor is willing to grant Secured Party a security interest in all of the personal property of Enterprise, and Debtor, the Johnsons and Davis agree to take or refrain from taking certain actions in accordance with the provisions of this Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

Agreement

1. Security Interest; Collateral. For valuable consideration, and to secure the performance and payment of the Note as therein provided, the Earn Out Payment, and all expenditures by Secured Party for taxes, insurance, repairs to and maintenance of the Collateral (as hereinafter defined) and all costs and expenses incurred by Secured Party in the collection and enforcement of the Note, the Earn Out Payment, and any other indebtedness of Debtor, and all other liabilities of Debtor to Secured Party now existing or hereafter arising, matured or unmatured, direct or contingent, and any renewals and extensions thereof and substitutions

therefor, Debtor hereby grants to Secured Party a security interest in the following property and in any and all attachments, parts, additions, accessions and appurtenances now or hereafter placed thereon, and all replacements, substitutions therefor or hereafter acquired, and in all proceeds thereof (all of which property is separately and collectively hereinafter referred to as the "Collateral"):

> All inventory, equipment (including but not limited to motor vehicles), contract rights and accounts, chattel paper, instruments and general intangibles now owned or subsequently acquired by Debtor, including but not limited to all items listed on **Schedules 1 through 18** attached hereto and incorporated by reference.

2. Financing Statements. Secured Party will file one or more UCC-1 financing statements in accordance herewith and Debtor agrees to execute said instrument(s).

3. No Other Securify Interests; Exception. Debtor, the Johnsons and Davis expressly represent, warrant, and covenant to Secured Party that, except for the security interest granted hereby, and the prior security interest granted in favor of Aurora National Bank and the financing statement corresponding thereto and any liens or encumbrances which may have been created by Sellers prior to the Closing of the Asset Purchase Agreement, Debtor is and shall be the sole owner of the Collateral, free from any and all adverse liens, security interests or encumbrances of whatever kind or nature; that Debtor, the Johnsons, and Davis will not permit any attachment or replevin of the Collateral and will defend the Collateral and Secured Party against all claims and demands of any third parties with respect to the Collateral; and that no financing statement covering the Collateral or any proceeds thereof is on file.

4. Use of Collateral. Debtor, the Johnsons, and Davis further represent, warrant, and covenant to Secured Party that the Collateral is now used and hereafter will be used solely by Debtor, or by a subsidiary of Debtor as described herein, and solely for business purposes and not for any personal purposes.

5. Location of Debtor, Collateral. The principal place of business of Debtor is 5762 Lamar Street, Arvada, Colorado 80002 and Debtor shall notify Secured Party in writing within ten (10) days of any change in its principal place of business. The Collateral shall be kept at this location or at Debtor's office in Fort Collins, Colorado, and at certain customer locations, and Debtor shall notify Secured Party in writing within ten (10) days of any change in the locations at which the Collateral is kept.

6. Insurance on Collateral. Debtor shall at all times during the existence of any of the debts or obligations hereby secured keep the Collateral insured against risks of fire, theft, loss, or partial or total destruction thereof, with extended or combined additional coverage, for an amount not less than $1,000,000.00, in a form satisfactory to and issued by an insurance carrier approved by Secured Party. Debtor shall promptly deliver each policy to Secured Party with a standard long-form endorsement attached thereto showing loss payable to Secured Party. All policies shall

provide for a minimum of thirty (30) days written cancellation notice to Secured Party. Acceptance of policies in lesser amounts or risks shall not be deemed a waiver of Debtor's foregoing obligation. Debtor assigns to Secured Party all right to receive proceeds of insurance covering the Collateral not exceeding the aggregate amount of the secured liabilities under the Note, the Earn Out Payment and otherwise, as reasonably determined by Secured Party, and Debtor hereby directs the insurer(s) to pay all proceeds directly to Secured Party to the extent of all amounts due and owing upon receipt of written notice thereof, authorizes Secured Party to endorse any draft for the proceeds on behalf of Debtor, and appoints Secured Party its attorney-in-fact with full power and authority for these purposes and for the purpose of adjusting, settling, collecting, and canceling such insurance. Unless and until such time as the Collateral or any part thereof is in the possession of Secured Party, all risk of loss of or damage to the Collateral shall be on Debtor. Debtor shall promptly notify Secured Party of any loss of or damage to the Collateral. If Debtor fails to obtain or maintain the required insurance, the Secured Party may, but is not obligated to, procure such insurance and advance the premiums therefor. Debtor shall reimburse Secured Party for such advances within ten (10) days after written notice thereof and all unreimbursed advances shall accrue interest at the rate of 1.5 percent per month.

7. Life Insurance. Within 30 days from the date hereof, Debtor shall procure and then keep in force at all times during the existence of any of the debts or obligations hereby secured life insurance against the risk of death for Jeffrey Johnson and Davis, for an amount not less than $500,000.00 each, in a form satisfactory to and issued by an insurance carrier approved by Secured Party, payable to and for the benefit of Secured Party, and to be applied to payment of the debts and obligations hereby secured, with any excess to be paid to the secondary beneficiary thereunder.

8. Taxes. Debtor shall pay when due all taxes, assessments, license fees, and other public or private charges of every kind and nature levied or assessed against the Collateral.

9. Preservation of Collateral. Debtor shall preserve and maintain the Collateral in good order, repair and condition at Debtor's own expense and shall promptly replace or repair all broken, worn out, or damaged parts or items of the Collateral without allowing any lien or other encumbrance to be created upon the Collateral on account of such replacement or repairs and shall permit Secured Party to examine and inspect the Collateral at any reasonable time wherever located.

10. No Violation. Debtor shall not use the Collateral in violation of any applicable laws, statutes, regulations or ordinances.

11. Disclaimer of Warranty; Indemnity. SECURED PARTY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE COLLATERAL FOR A PARTICULAR PURPOSE AND MAKES NO WARRANTY OF ANY OTHER KIND WITH RESPECT TO THE COLLATERAL, EXCEPT AS MAY BE EXPRESSLY MADE IN THE ASSET PURCHASE AGREEMENT AND DEBTOR ASSUMES ALL LIABILITY RESULTING FROM ITS USE OF THE COLLATERAL. DEBTOR SHALL DEFEND, INDEMNIFY, AND HOLD SECURED PARTY HARMLESS FROM ALL CLAIMS OF DEBTOR OR THIRD PARTIES (INCLUDING CLAIMS BASED ON

STRICT LIABILITY IN TORT OR FOR CONSEQUENTIAL DAMAGES), LOSSES, DEMANDS, SUITS, LIABILITY, AND JUDGMENTS, AND ALL EXPENSES INCURRED IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEYS' FEES, WHICH MAY ARISE AT ANY TIME OUT OF THE SELECTION, CONDITION, USE, OPERATION, OWNERSHIP, TRANSPORTATION, STORAGE, OR REPAIR OF THE COLLATERAL AFTER THE DATE HEREOF OR ANY ALLEGED DEFECT IN THE COLLATERAL. UNDER NO CIRCUMSTANCES SHALL SECURED PARTY BE LIABLE TO DEBTOR OR ANY OTHER PERSON FOR CONSEQUENTIAL DAMAGES EXCEPT AS TO ANY BREACH BY SECURED PARTY OF THE ASSET PURCHASE AGREEMENT DATED APRIL 15, 1996.

12. No Transfer. Except as specifically permitted in this section, Debtor shall not lease, sell, encumber (other than the security interest granted in favor of Aurora National Bank as provided in section 2 herein), transfer, or dispose of the Collateral, other than inventory and consumable, or attempt or propose such a disposition of such Collateral without the prior written consent of Secured Party. Notwithstanding the foregoing or any other provisions of this Security Agreement, Debtor shall be permitted, without obtaining the consent of Secured Party, to replace items of Collateral with items of comparable value. Debtor may also transfer certain of the Collateral to a wholly owned subsidiary of Debtor under the following conditions: (i) there has been no default by Debtor under this Security Agreement or with respect to any of the obligations secured hereby, (ii) all rights and interests of Secured Party will remain adequately protected after such transfer, as reasonably determined by Secured Party, and (iii) Debtor shall bear all expenses, including attorney fees, relating to the preparation (but not the review by Secured Party's counsel) of all documents reasonably required by Secured Party in connection with such transfer.

13. Discharge of Encumbrances by Secured Party. At its option, but without obligation, Secured Party may discharge any taxes, liens or security interests or other encumbrances at any time levied or placed on or against the Collateral, may pay for the maintenance and preservation of the Collateral, and may pay and discharge any and all amounts, costs, expenses, and liabilities agreed to be paid by Debtor herein; provided, however, that Secured Party shall not be permitted to do any of the foregoing unless and until such time as (a) Secured Party has notified Debtor of Debtor's failure to pay such amounts or discharge such interests as required in this Security Agreement, and (b) Debtor fails, within the five (5) day period following such notice, to pay such amounts or discharge such interests as required in this Security Agreement. Debtor shall reimburse Secured Party for any advances made pursuant to this paragraph, including reasonable attorneys' fees, within ten (10) days after written notice thereof, and unreimbursed advances shall accrue interest at the rate of 1.5 percent per month.

14. Possession of Collateral. Until default, Debtor may have possession of the Collateral and may use it for any lawful purpose consistent with this Security Agreement. Upon default, Secured Party shall have the right to immediate possession of the Collateral.

15. Default. **DEBTOR SHALL BE IN DEFAULT UNDER THIS AGREEMENT UPON THE HAPPENING OF ANY OF THE FOLLOWING EVENTS OR CONDITIONS:**

a. Unless cured as specifically provided herein or therein, failure to fully pay or perform when due any obligation, covenant or liability contained or referred to in this Security Agreement, any other agreement executed with reference to this Security Agreement, or in any instrument evidencing any of Debtor's obligations to Secured Party, including but not limited to the Note and the Earn Out Payment provisions of the Asset Purchase Agreement;

b. Any warranty, representation, or statement to Secured Party by or on behalf of Debtor is discovered by Secured Party to have been false or misleading in any material respect when made or furnished to Secured Party by or on behalf of Debtor;

c. The loss, theft, damage, destruction, sale, or encumbrance to or of any material portion of the Collateral, or the making of any levy, seizure, or attachment thereof or thereon;

d. The occurrence of any event which would permit any person or entity (including but not limited to Aurora National Bank) from which Debtor, the Johnsons, or Davis has or have borrowed money to declare a default or acceleration of payment with respect to such other indebtedness; or

e. Debtor's dissolution, termination of existence, merger in which Debtor is not the surviving entity, or consolidation, insolvency, business failure, making of a bulk transfer or notice of intent to do so, the appointment of a receiver of any part of the property of Debtor, or assignment for the benefit of creditors by or against Debtor, the Johnsons, or Davis or any other guarantor or surety for Debtor.

16. Rights of Secured Party Upon Default. Upon any event of default hereunder, and at any time thereafter, Secured Party may without notice to Debtor accelerate and make immediately due the full payment or performance of any or all obligations hereunder or secured hereby and Secured Party shall have all of the remedies of a secured party under Article Nine of the Colorado Uniform Commercial Code. Such remedies shall include, without limitation thereto, the right to take possession of the Collateral, and for that purpose Secured Party may, insofar as Debtor can give authority therefor, enter any building or premises in which the Collateral or any part thereof may be located and remove the Collateral therefrom. Secured Party may require Debtor to assemble the Collateral and deliver or make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Secured Party shall give Debtor reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other disposition of the Collateral is intended to be made by Secured Party. The parties agree that the requirement of reasonable notice shall be met if notice is mailed by certified mail, return receipt requested, postage prepaid, or delivered to Debtor at the address of its principal place of business set forth herein at least ten (10) days before the time of sale or disposition of the Collateral. Debtor shall be liable to Secured

Party for any and all expenses, including court costs and reasonable attorneys' fees, incurred by the Secured Party in protecting or enforcing any rights of the Secured Party hereunder including reasonable expenses of retaking, holding, preparing for sale, appraising, selling, and the like. In addition, upon default and sale, Secured Party may take property in full or part payment as a trade-in and give credit therefor on the sale price, assigning thereto a reasonable value arrived at in good faith according to standards and customs of the trade, or Secured Party may sell the Collateral for cash or property or both. All of Secured Party's rights and remedies are cumulative and not alternative or exclusive.

17. Multiple Obligations Secured. The security interests and other rights granted to Secured Party by or under this Security Agreement are security for the full and timely performance by Debtor of each and every obligation referred to herein, and the payment, termination, or discharge of any obligation of Debtor secured hereby shall not release, impair, modify, or otherwise affect any other or remaining obligation of Debtor to Secured Party or affect any rights of Secured Party hereunder with respect to any such other obligation.

18. Covenants. Without limiting any other obligation hereunder, Debtor, the Johnsons, and Davis jointly and severally covenant to Secured Party as follows:

a. Additional Instruments. Debtor, the Johnsons, and Davis will execute promptly, upon Secured Party's request, all additional documents deemed by Secured Party necessary or desirable to fully carry out the purposes of this Security Agreement.

b. Authorization. The Johnsons and Davis will authorize and cause the Debtor to take all corporate actions necessary to perform all obligations secured and created under this Security Agreement.

c. Working Capital. Debtor's working capital shall not at any time be or remain below $400,000.00 for more than 30 consecutive calendar days in any 12-month period. For purposes of this Security Agreement, "working capital" shall mean the excess of current assets over current liabilities determined in accordance with generally accepted principles of accounting.

d. Merger; Sale of Assets. Debtor shall not consolidate or merge, unless Debtor survives such merger, with any other entity or sell, lease, or otherwise transfer substantially all of Debtor's assets to any other person or entity without the prior written consent of Secured Party in each instance.

e. Other Debts. Debtor shall not incur any debt for borrowed money (other than the Note to Secured Party) in an aggregate amount in excess of $600,000 at any time without the prior written consent of Secured Party in each instance.

f. Transactions with Affiliates. Except as specifically permitted by section 12, Debtor shall not make any transfers or advances to or investments in any subsidiary, affiliate or any other related entity or to any officer or director in an aggregate amount exceeding $20,000 per 12-month time period without the prior written consent of Secured

Party in each instance; nor enter into any transaction with any entity controlled by or under common control with Debtor on any terms more favorable to that entity than those that would be obtained in a true arm's length transaction.

g. Salaries and Distributions. Debtor shall not pay salaries, bonuses or other compensation, make distributions, or pay dividends to the Johnsons or Davis in an aggregate amount exceeding $50,000 per calendar quarter without the prior written consent of Secured Party in each instance.

h. Financial Statements. Debtor shall, within 10 days after the end of each calendar month, furnish to Secured Party a company statement containing a balance sheet as of the end of, and an income or loss statement for, that month, certified as true and correct by the chief financial officer of Debtor. Within 30 days after the end of each fiscal year, Debtor shall also furnish to Secured Party a financial statement containing a balance sheet as of the end of, and an income or loss statement for, the fiscal year, reviewed by and accompanied by the opinion and comment of an independent certified public accountant acceptable to Secured Party.

19. Waiver. No waiver by Secured Party shall be effective unless in writing and no waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. The taking of this Security Agreement shall not waive or impair any other security that Secured Party may have or may hereafter acquire for the payment or performance of any obligation, nor shall the taking of any such additional security waive or impair this Security Agreement; but said Secured Party may resort to any security it may have in any order it may elect.

20. Miscellaneous. All rights of Secured Party shall inure to the benefit of its successors and assigns; and all obligations, promises, and duties of Debtor, the Johnsons and Davis shall bind their respective heirs, executors, legal representatives, administrators, successors and assigns. If there be more than one Debtor, their liabilities hereunder shall be joint and several. Any provisions hereof contrary to, prohibited by, or invalid under applicable laws or regulations shall be inapplicable and deemed omitted from this Security Agreement but shall not invalidate or impair the remaining provisions hereof.

21. Governing Law; Jurisdiction. This Security Agreement shall be construed under the laws of the State of Colorado. Any actions brought to enforce this Security Agreement may be brought in the District Court in and for Jefferson County, Colorado, at the election of Secured Party, and Debtor, the Johnsons, and Davis consent to jurisdiction and venue in such court.

22. Acknowledgment of Senior Lien. Secured Party acknowledges that the Collateral is subject to a senior lien in favor of Aurora National Bank (the "Senior Lender"). Secured Party agrees that its security interests under this Security Agreement shall be subordinated to the rights of Senior Lender as specifically provided in the Subordination Agreement between Secured Party and Senior Lender dated April 15, 1996.

IN WITNESS WHEREOF, the undersigned parties have executed this Security Agreement as of the date first set forth above. Each party and the individual executing this Security Agreement represent and warrant that the individual executing this Security Agreement has been duly authorized to enter into this Security Agreement by, and to bind, the party on whose behalf such individual is executing this Security Agreement.

SECURED PARTY:

GRANGER ASSOCIATES

By: _____
Geoffrey Stimack, General Manager

DEBTOR:

ENTERPRISE INTERNATIONAL, INCORPORATED

By: _____
Jeffrey Johnson, President

_____
JEFFREY JOHNSON

_____
SANDI JOHNSON

_____
MARK DAVIS

S:\Z\STIMACK\SECURITY.AGR
Monday, April 15, 1996

Entity Detail

View History and Documents.

Name:	**STIMACK CONSTRUCTION CO., INC.**
Entity ID:	**19961052433**
Entity Type:	**CORPORATION**
Filing Date:	**04/16/1996**
Status:	**MERGED**
State of Incorporation:	**CO**
Term:	**PERPETUAL**
Inactive Date:	**01/01/2002**
Last Report:	**04/27/2000**
Last Report Filing ID:	20001085681
Name Reservation Expires:	**N/A**

Registered Agent

Name:

JOHNSON, JEFFREY

Physical Address:

5762 LAMAR ST

ARVADA **Colorado** **80002**

PO Box:

None

Principal Address:
SAME AS REGISTERED AGENT

Secondary Address:


View History and Documents.

Entity History

Entity Type: **CORPORATION**
Entity ID: **19961052433**
Entity Name: **STIMACK CONSTRUCTION CO., INC.**

Found 6 matching records.
* Select the image icons to view document

#	Document	Image	PDF	Transaction	Date Filed	State	Histor Comme
1	19961052433			ARTINC	04/16/1996	n/a	STIMACK CONSTRU CO., INC.
2	COMMENT ONLY			REPORT	03/17/1998		CR - 04/01/ 06/30/1998
3	19981081166			REPORT	04/30/1998	n/a	PERIODIC REPORT
4	COMMENT ONLY			REPORT	03/17/2000		CR - 04/01/ 06/30/2000
5	20001085681			REPORT	04/27/2000	n/a	PERIODIC REPORT
6	20001256432			MRGDTO	12/31/2000	CO	BELFOR U GROUP, IN (QUAL SURVIVOF REC'D 12/2 W/DE

ARTICLES OF INCORPORATION

OF

STIMACK CONSTRUCTION CO., INC.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, RICHARD A. FINKE, the undersigned of 1873 South Bellaire, Suite 1401, Denver, Colorado 80222-4347, desiring to form a corporation under the laws of the State of Colorado, do hereby make, execute and acknowledge this certificate in writing of my intention to become a body corporate under said laws, and declare:

ARTICLE ONE
NAME

961052453 1 $50.00
SECRETARY OF STATE
04-16-96 15:28

The corporate name of this said corporation shall be Stimack Construction Co., Inc.

ARTICLE TWO
OBJECTS, PURPOSES AND POWERS

Section 2-1. The object or purposes for which this corporation is created and the nature of the business to be transacted, promoted or carried on by this corporation, either within or outside the State of Colorado, and the powers with which it shall be vested, are to engage in any activity and business not in conflict with the laws of the State of Colorado or of the United States of America and specifically to engage in the construction field.

2-1-1. To acquire as principal or agent by purchase, lease, contract or otherwise, lands and interests in lands, buildings or other structures and to own, hold, improve, develop and manage the same, and to erect or cause to be erected on any lands owned, held or occupied by the corporation, buildings or other structures with their appurtenances, and to rebuild, enlarge, alter or improve any buildings or other structures now or hereafter erected on any lands so owned, held or occupied; and to mortgage, sell, lease or otherwise dispose of any lands or interests in lands, and in buildings or other structures, and any stores, shops, suites, rooms or parts of any buildings or other structures at any time owned or held by the corporation.

2-1-2. To invest, as principal or agent, in all forms of personal investment, property including, without limitation, securities, stocks, bonds, mutual funds and secured or unsecured notes.

2-1-3. To adopt a pension, profit sharing (whether cash or deferred), health, and accident insurance or welfare plan for all or part of its employees, including lay employees, as allowed by law.

2-1-4. To purchase or otherwise acquire the whole or any part of the property, assets, business, goodwill and rights, and to undertake or assume the whole or any part of the bonds, mortgages, franchises, leases, contracts, indebtedness, guaranties, liabilities and obligations of any person, firm, association, corporation or organization, and to pay for the same or any part or combination thereof in cash, shares of the capital stock, bonds, debentures, debenture stock, notes, and other obligations of the transferor; and to hold or in any manner dispose of the whole or any part of the property and assets so acquired or purchased, and to conduct in lawful manner the whole or any part of the business so acquired, and to exercise

COMPUTER UPDATE COMPLETE

all the powers necessary or convenient in and about the conduct, management and carrying on of such business.

2-1-5. To borrow money for any of the purposes of this corporation and to issue bonds, debentures, debenture stock, notes or other obligations therefor, and to secure the same by pledge or mortgage of the whole or any part of the property of this corporation, whether real or personal, or to issue bonds, debentures, debenture stock, notes or other obligations with any such security.

2-1-6. To purchase, apply for, register, obtain or otherwise acquire and to hold, own, use, operate, develop, introduce, and sell, lease, assign, pledge or in any manner dispose of, and in any manner deal with, the contract with reference to letters patent, patents, patent rights, patented processes, designs and similar rights granted by the United States, any state of the United States, or any other government or country, or any interest therein, or any inventions, and to acquire, own, use, or in any manner dispose of, any and all inventions, improvements and processes, labels, designs, marks, brands, or other rights, and to work, operate or develop the same.

2-1-7. To loan money, within reasonable business judgment, to guarantee the obligations of, and to otherwise assist its employees (other than employees who are also directors), and, upon the affirmative vote of the holders of two thirds of the outstanding shares of the corporation which are entitled to vote for directors, to lend money to, to guarantee the obligations of, and to otherwise assist the directors of the corporation or of any other corporation the majority of whose voting capital stock is owned by the corporation, but no such loans or guarantees shall be made by the corporation secured by its shares, to purchase, acquire, exchange, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock of, or any bonds, securities or evidences of indebtedness created by any corporation or corporations organized under the laws of this state or any other state, district or country or subdivision or municipality thereof, and while the owner thereof may exercise all rights, powers and privileges of ownership including the right to vote thereon; and

2-1-8. To the extent not inconsistent with Article Five hereof, to purchase, hold, sell, exchange or transfer, or otherwise deal in, shares of its own capital stock, bonds or other obligations from time to time to such an extent and in such manner and upon such terms as its Board of Directors shall determine; provided that this corporation shall not use any of its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of the capital of the corporation; and provided, further, that shares of its own capital stock belonging to this corporation shall not be voted upon directly or indirectly.

Section 2-2. IN GENERAL, to do any or all of the things herein set forth to the same extent as natural persons might or could do, as principal agents, contractors, trustees or otherwise, within the State of Colorado, either alone or in company with others, and to carry on any other business in connection therewith, and to do all things not forbidden, and with all the powers conferred upon corporations by the laws of the State of Colorado.

Section 2-3. It is the intention that each of the objects, purposes and powers specified in each of the paragraphs of this Article Two of these Articles of Incorporation shall, except where otherwise specified, be nowise limited or restricted by reference to or inference from the terms of any other paragraph or of any other article in these Articles of Incorporation, but that the objects, purposes and powers specified in this Article and in each of the articles or paragraphs of these Articles shall be regarded as independent objects, purposes and powers and shall not be construed to restrict in any manner the general terms and powers of this corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature. The enumeration of objects or purposes herein shall not be deemed to exclude or in any way limit by inference any powers, objects, or purposes which this corporation is empowered to exercise, whether expressly or by force

of the laws of the State of Colorado, now or hereafter in effect, or impliedly by any reasonable construction of said laws.

ARTICLE THREE
DURATION

This corporation shall have perpetual existence.

ARTICLE FOUR
CAPITAL STOCK

The amount of authorized capital stock of this corporation is 500,000 shares of common stock, each share having no par value. All shares when issued shall be fully paid and non-assessable, and the private property of stockholders shall not be liable for corporate debts.

ARTICLE FIVE
RIGHTS AND MEETINGS OF STOCKHOLDERS

The rights and privileges relating to the shares of capital stock named in Article Four hereof shall be as follows:

Section 5-1. No holder of any shares of any class of the corporation shall, as such, have any preemptive right to purchase or subscribe for any shares of the capital stock or any other securities of the corporation which it may issue or sell, whether out of the number of shares authorized by the Articles of Incorporation of the corporation as originally filed, or by any amendment thereof, or out of shares of the capital stock of the corporation acquired by it after the issue thereof, nor shall any holder of any such shares of any class, as such, have any right to purchase or subscribe for any obligation which the corporation, or to which shall be attached or appertain any warrant or warrants or any instrument or instruments that shall confer upon the owner of such obligation, warrant or instrument the right to subscribe for or to purchase from the corporation any shares of any class of its capital stock.

Section 5-2. Each share of capital stock shall be entitled to one vote, either in person or by proxy, at all shareholders' meetings. Cumulative voting shall not be allowed in the election of directors.

Section 5-3. All outstanding shares of common stock shall share equally in dividends and upon liquidation. Dividends are payable at the discretion of the Board of Directors at such times and in such amounts as they deem advisable, subject, however, to the provisions of the laws of the State of Colorado.

Section 5-4. The Board of Directors may cause any stock issued by the corporation to be issued subject to such lawful restrictions, qualifications, limitations or special rights as they deem fit, which restrictions, qualifications, limitations or special rights may be created by provisions in the Bylaws of the Corporation or in the minutes of any properly convened meeting of the Board of Directors; provided, however, notice of such special restrictions, qualifications, limitations or special rights must appear on the certificate evidencing ownership of such stock.

Section 5-5. A majority of Shareholders, based on shares owned, shall constitute a quorum for a meeting.

ARTICLE SIX
DIRECTORS

Section 6-1. The affairs of the corporation shall be governed by a Board of Directors consisting initially of two (2) persons. The two (2) Directors are:

Jeffrey Johnson 5762 Lamar Street Arvada, Colorado 80002	Mark Davis 5762 Lamar Street Arvada, Colorado 80002

Section 6-2. Directors of the corporation need not be residents of Colorado nor holders of shares of the corporation's capital stock.

Section 6-3. Meetings of the Board of Directors may be held within or without Colorado upon such notice as may be prescribed by the Bylaws of the corporation. Regular meetings of the Board of Directors or any committee designated by the Board may be held without notice. Special meetings of the Board of Directors or any committee designated by the Board shall be held upon such notice as prescribed in the Bylaws. Attendance of a Director at such meeting shall constitute a waiver by him of notice of such meeting unless he attends only for the express purpose of objecting to the transaction of any business thereat on the ground that the meeting is not lawfully called or convened. Members of the Board of Directors or any committee designated by such Board of Directors may participate in a meeting of the Board or committee by means of conference telephones or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 6-4. If there is more than one Director, a majority of the number of Directors at any time constituting the Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 6-5. If there is more than one Director, by resolution adopted by a majority of the number of Directors at any time constituting the Board of Directors, the Board of Directors may designate two or more Directors to constitute an executive committee which shall have and may exercise, to the extent permitted by law or in such resolution, all of the authority of the Board of Directors in the management of all the corporation; but the designation of any such committee and the delegation of authority thereto shall not operate to relieve the Board of Directors or any member thereof of any responsibility imposed on it or him by law.

Section 6-6. If there is more than one Director, any vacancy in the Board of Directors, however caused, may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 6-7. The Board of Directors may, from time to time and to the extent permitted by law, authorize a distribution to the shareholders in partial liquidation, out of stated capital or capital surplus of the corporation, of a portion of the corporate assets, in cash or property.

ARTICLE SEVEN
PLACE OF BUSINESS

The principal office and the principal place of business of the corporation initially shall be located at 5762 Lamar Street, Arvada, Colorado 80002. The Board of Directors may, however, from time to time, establish such other offices, branches, subsidiaries, or divisions in such other place or places within or without the State of Colorado as it deems advisable. The address of the corporation's initial registered office in Colorado for the purpose of the Colorado Corporation Act, as amended, shall be:

5762 Lamar Street
Arvada, Colorado 80002

The name of the corporation's initial registered agent at the address of the aforesaid registered office for purposes of said Act shall be Jeffery Johnson.

ARTICLE EIGHT
OFFICERS

The officers of the corporation shall consist of a President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors at such time and in such manner as may be prescribed by the Bylaws of the corporation. Any or all offices may be held by the same person. The officers of the corporation shall be natural persons of the age of eighteen (18) years or older.

ARTICLE NINE
BYLAWS

The Board of Directors shall have the power to make and adopt such prudential Bylaws for the government of the corporation not inconsistent with the laws of the State of Colorado for the purpose of regulating and carrying on the business of the corporation within the scope of its objects and purposes; and the Board of Directors may, from time to time, change, alter or amend the same as may be beneficial to the interests of the corporation.

ARTICLE TEN
MEETINGS OF SHAREHOLDERS

Meetings of shareholders of the corporation shall be held at such place within or without the State of Colorado and at such times as may be prescribed in the Bylaws of the corporation. Special meetings of the shareholders of the corporation may be called by the President of the corporation, the Board of Directors, or by the record holder or holders of at least ten percent (10%) of all shares entitled to vote at the meeting. At the meeting of the shareholders, except to the extent otherwise provided by the Bylaws, or by law, a quorum

shall consist of not less than one-half (1/2) of the shares entitled to vote at the meeting; and, if a quorum is present, the affirmative vote of the majority of shares represented at the meeting and entitled to vote thereat shall be the act of the shareholders unless the vote of a greater number of voting by classes is required by law.

ARTICLE ELEVEN
SALE OF ASSETS

Whenever the Board of Directors at any meeting thereof, by a majority vote of the whole Board, determines that it is in the best interests of the corporation, the corporation may sell, lease, exchange, or convey all of its property and assets, including its goodwill and its corporate franchises, upon the terms and conditions and for such consideration as the Board of Directors shall deem expedient; provided, however, that the sale or disposal of all or substantially all of the property and assets of the corporation shall be authorized or ratified by the affirmative vote of the holders of at least two-thirds (2/3) of the capital stock then issued and outstanding, such vote to be taken at a meeting of shareholders duly called for that purpose as provided by the statutes of the State of Colorado.

ARTICLE TWELVE
INTEREST OF DIRECTORS IN CONTRACTS

Any contract or other transaction between the corporation and one or more of its Directors, between the corporation and any firm of which one or more of its Directors are members or employees, or in which they are interested, or between the corporation and any corporation or association of which one or more of its Directors are shareholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting of the Board of Directors of the corporation which acts upon or in reference to such contract or transaction, and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors shall, nevertheless, authorize, approve and ratify such contract or transaction by a vote of a majority of the Board of Directors present, such interested Director or Directors to be counted in determining whether a quorum is present but not to be counted in calculating the majority necessary to carry such vote. This Article shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

ARTICLE THIRTEEN
INDEMNIFICATION OF DIRECTORS

Except as hereinafter set forth in Article Fourteen, every director or officer, or former director or officer, or his heirs, executor, administrator or personal representative, made a party to any action, suit or proceeding by reason of the fact that he is or was an officer or director of the corporation, or any person who may have served at its request as a director or officer of any other corporation, shall be indemnified by the corporation against all expenses incurred by him in connection with such action, suit or proceeding to the extent and as set forth in the Bylaws of the corporation and as provided by law. To be indemnified, the Director or officer must have conducted himself or herself in good faith and the individual must reasonably have believed: (a) in the case of conduct in an official capacity with the Company that his or her conduct was in the corporation's best interest; and (b) that in all other cases his or her conduct was at least not opposed to the Company's best interest; and (c) in the case of any criminal proceeding, the individual had no

reasonable grounds to believe that his or her conduct was unlawful. The Company shall indemnify a person who was wholly successful on the merits or otherwise in the defense of any proceeding to which the individual was a party because the person is or was a Director, against reasonable expenses incurred by him or her in connection with the proceedings. The Company may pay for or reimburse the reasonable expenses incurred by a Director who was a party to the proceeding in advance of final disposition of the proceeding if: (a) the Director furnishes to the Company a written affirmation of the Director's good faith that he or she has met the standard of conduct required for indemnification; (b) the Director furnishes to the Company a written undertaking, executed personally or on the Director's behalf to repay the advance if it is ultimately determined that he or she did not meet the standard of care; and (c) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article.

ARTICLE FOURTEEN
PERSONAL LIABILITY

There shall not be personal liability of a Director to the Corporation or to its Shareholders for monetary damages for breach of fiduciary duty as a Director; provided, however, that such provision shall not eliminate or limit the liability of a Director to the Company or to its Shareholders for monetary damages for: (a) any breach of the Director's duty of loyalty to the Company or to its Shareholders; (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of loss; (c) acts unless the Director complied with the standard provided for the performance of duties and directors in which the Director votes for or assents to the declaration of any dividend or other distribution of the assets of the Company to its Shareholders contrary to the provisions of the Colorado corporation code or contrary to any restrictions contained in the Articles of Incorporation; (d) voting for or assenting to the purchase of the Company's own shares contrary to the provisions of the corporation's code; (e) voting for or assenting to any distribution of assets of the Company to its Shareholders during the liquidation of the Company without the payment and discharge of, or the making of adequate provisions for, all known debts, obligations and liabilities of the Company; (f) voting for or assenting to the making of or guaranteeing of a loan to a Director of the Company unless there has been an affirmative vote of the holders of two thirds of the outstanding shares of stock of the Company who are entitled to vote for the Director. No Director or officer shall be personally liable for any injury to person or property arising out of a tort committed by an employee unless such Director or officer was personally involved in the situation giving rise to the litigation or unless such Director or officer committed a criminal offense in connection with such situation.

ARTICLE FIFTEEN
AMENDMENT OF ARTICLES OF INCORPORATION

The corporation expressly reserves the right to amend these Articles of Incorporation and to alter, change or repeal any provision contained herein in any manner now or hereafter permitted or provided by the corporation laws of Colorado, and the rights of all shareholders are expressly made subject to such power of amendment.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of April, 1996.

RICHARD A. FINKE, Incorporator

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

I, Elizabeth A. Chillemi, a notary public, hereby certify that on the 9th day of April, 1996, personally appeared before me, RICHARD A. FINKE, being by me first duly sworn, severally declared that he was the person who signed the foregoing document as incorporator and that the statements therein contained are true.

Witness my hand and official seal.

NOTARY PUBLIC (SEAL) ELIZABETH A. CHILLEMI STATE OF COLORADO

Notary Public
My commission expires: 2/27/97

ACCEPTANCE AGREEMENT

I, JEFFERY JOHNSON, consent to the appointment as the initial registered agent of STIMACK CONSTRUCTION CO., INC. I do also do hereby agree that 5762 Lamar Street, Arvada, Colorado 80002 shall be the registered office of the Company.

JEFFERY JOHNSON, Registered Agent

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

The above and foregoing Acceptance Agreement was signed and acknowledged before me on this 11th day of April, 1996 by JEFFERY JOHNSON.

Witness my hand and official seal.

(SEAL)

Notary Public
My commission expires: 9/25/98

Mail to: Secretary of State
Corporations Section
1560 Broadway, Suite 200
Denver, CO 80202
(303) 894-2251
Fax (303) 894-2242

For office use only 002

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DONETTA DAVIDSON
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FILING FEE: $25.00
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CHANGE OF NAME

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ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION

Pursuant to the provisions of the Colorado Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Enterprise International, Inc. NCGS

SECOND: The following amendment to the Articles of Incorporation was adopted on December 19 2000, as prescribed by the Colorado Business Corporation Act, in the manner marked with an X below:

____ No shares have been issued or Directors Elected - Action by Incorporators

____ No shares have been issued but Directors Elected - Action by Directors

____ Such amendment was adopted by the board of directors where shares have been issued and shareholder action was not required.

X Such amendment was adopted by a vote of the shareholders. The number of shares voted for the amendment was sufficient for approval.

THIRD: If changing corporate name, the new name of the corporation is Belfor USA Group, Inc.

FOURTH: The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows:

If these amendments are to have a delayed effective date, please list that date:
(Not to exceed ninety (90) days from the date of filing)

ENTERPRISE INTERNATIONAL, INC.

Signature
Jeffery L. Johnson, President

Revised 7/95

Received Dec-20-2000 10:44am From- To-SECRETARY OF STATE Page 004

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