

MAD 2/27/06



103252073

ID #103189301A

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Golder Associates, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Georgia
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 29, 2004

- Assignment
- Security Agreement
- Other ASSET purchase Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: GoldSim Technology Group LLC

Internal

Address: _____

Street Address: 22516 SE 64th Place, Suite 110

City: Issaquah

State: WA

Country: USA

Zip: 98027

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,422,899

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Simulation software for use in carrying out probabilistic simulations in the fields of engineering, environmental science, and business.

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

Name: GoldSim Technology Group LLC

Internal Address: _____

Street Address: 22516 SE 64th Place, Suite 110

City: Issaquah

State: WA Zip: 98027

Phone Number: 425-295-6985

Fax Number: 425-642-8073

Email Address: admin@goldslm.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 9895
Expiration Date 03/07

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Ivan Miller
Signature

05/26/2006
Date

Ivan Miller, President
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 24

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03-03-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECORD
TRADEMARK 103189301

2/27/06

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- Corporation Citizenship USA
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State: WA

Zip: 9027

Phone Number: 425-295-6985

Fax Number: 435-642-8073

Email Address: admin@goldsim.com

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a. Credit Card Last 4 Numbers 9895

Expiration Date 03/07

03/02/2006 LMUELLER 00000113 2422899

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Jon Miller
Signature
Jon Miller, President
Name of Person Signing

02/23/2006
Date

Total number of pages including cover sheet, attachments, and document: 23

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mall Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSET PURCHASE AGREEMENT**COPY ORIGINAL**

This Agreement is made on January 29, 2004 between Golder Associates Inc., a Georgia corporation ("GAI") and GoldSim Technology Group LLC, a Washington Limited Liability Company ("GTG").

RECITALS:

A. GAI is engaged in a business (the "Business") consisting of consulting services.

B. GAI wishes to sell to GTG, and GTG wishes to purchase from GAI, GoldSim Software, including source code, and operational assets based on the terms and conditions contained in this Asset Purchase Agreement (the "Agreement").

AGREEMENTS:**I. SALE AND PURCHASE****1.1 Purchase**

(a) Relying upon the representations and warranties and subject to the terms and conditions herein, GAI agrees to sell, transfer, assign and deliver to GTG, and GTG agrees to purchase, acquire and accept from GAI, all right, title and interest in the properties, assets, and interests in properties and assets listed in Exhibit A for cash in the amount of \$70,447, and by Promissory Note for the amount of \$63,400 redeemable on or before January 1, 2007 as set out in Exhibit C. The cash amount is payable within ninety (90) days of the setting by Entera Holdings Limited of its 2004 share valuation. The combined amount of the cash payment and the Promissory Note represents full and complete consideration for the Assets. Each of these Assets is identified in Exhibit A attached hereto and incorporated herein by this reference.

1.2 Liabilities and Obligations

(a) GTG shall be responsible for paying any tax liability owed by GTG as a result of this transaction. GAI shall be responsible for paying any tax liability owed by GAI as a result of this transaction. For no additional consideration other than defined in Section 1.1, GTG shall assume the performance from and after the date of this executed Agreement of those contracts, leases, licenses, including on-going software support activities owed to pre-existing licensees, permits, registrations and other obligations continuing by their terms after the date of this executed Agreement which are fully disclosed in Exhibit A. GTG expressly does not, and shall not, assume or agree to assume, pay, satisfy, discharge, perform or be responsible for in any manner and will not, by virtue of the execution and

delivery of this Agreement, be deemed to have assumed or to have agreed to pay, satisfy, discharge or perform or be responsible for in any manner, any liabilities, obligations or commitments of GAI of any nature whatsoever whether direct or indirect, known or unknown, choate or inchoate, absolute, fixed, contingent or otherwise and whether or not disclosed to GTG, other than those obligations and liabilities specifically assumed by GTG herein.

(b) GTG shall obtain Commercial General Liability Insurance and Professional Errors and Omissions insurance with limits of at least \$1,000,000 per occurrence and aggregate. GAI, along with each Client identified in Exhibit A, shall be included as an Additional Insured on both policies. GTG shall defend, indemnify and hold harmless GAI from any claims arising out of GTG's acts, errors or omissions while performing services and providing products related to the remaining balances on each of the listed projects and contracts identified in Exhibit A.

(c) GTG is buying GAI's GoldSim software "as is," with no warranties, guarantees, representations or covenants concerning its level of performance or GAI's property rights. GTG acknowledges that the GoldSim software was created over many years for both public and private Clients. GTG understands that GTG is in the best position to know whether GAI's property rights in GoldSim have been adequately protected in each negotiated contract and license agreement. If any Client or third-party alleges ownership of GoldSim software, GTG shall defend, indemnify and hold GAI harmless from any of these claims.

(d) GTG agrees that the GoldSim software, including the current source code and any versions created after the date of this Agreement, shall secure the debt due and owing under the terms and conditions of the Promissory Note. After the Closing Date, GTG shall own the name GoldSim and all associated computer code and rights, and the GoldSim website subject to the payout of the Promissory Note as detailed above.

(e) GTG agrees that for any existing client contracts that are identified in Exhibit A as being novated, transferred or assigned from GAI to GTG, GTG will be responsible for performing all of GAI's rights and duties under said client contracts effective as of the Closing Date. Fees for services rendered prior to the Closing Date are the property of GAI; fees for services rendered after the Closing Date are the property of GTG. If GAI is required to perform services under any contracts identified in Exhibit A after the Closing Date, GAI shall be compensated for the required services by the client or GTG.

II. THE CLOSING

2.1 Time and Place. The closing ("Closing") of the sale and purchase of the Assets shall take place at Redmond, WA at 5 P.M. on January 29, 2004 ("Closing Date"), or at such other time as the parties may agree in writing.

2.2 Obligations of Seller and Seller's Shareholder at the Closing. GAI shall deliver to GTG the following:

(a) Upon receipt of the cash payment, one or more Bills of Sale conveying all of the Assets listed in Exhibit A, in a form acceptable to GTG's counsel;

(b) Upon request, such other assignments, bills of sale, instruments of conveyance, certificates of officers and other documents as reasonably may be requested by the GTG prior to the Closing to consummate this Agreement and the transactions contemplated hereby.

2.3 Obligations of Purchaser at the Closing. At the Closing, the Purchaser shall execute, or cause to be executed, and shall deliver to the Seller the following:

(a) The Note;

(b) Such certificates of officers and other documents as reasonably may be requested by the Seller prior to the Closing to consummate this Agreement and the transactions contemplated hereby.

III. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of GAI.

GAI represents, warrants and agrees as follows:

(a) Corporate Standing. GAI is a corporation duly organized and existing in good standing under the laws of the State of Georgia; is duly qualified to do business and in good standing in the State of Georgia and the State of Washington; has filed all tax returns for prior years and has all requisite power to enter into and perform this Agreement.

(b) Corporate Authorization. GAI has taken all requisite action, corporate or otherwise, to authorize the execution and performance of this Agreement. The execution and performance of this Agreement will not violate any provision of GAI's Certificate of Incorporation, By-laws, or any agreement to which it is a party or to which GAI or the Business or Assets is subject, or of any law or

regulation or any order in any action or proceeding to which it is a party or which affects its business or properties.

(c) There is no litigation or governmental proceeding pending or, to the best of GAI's knowledge, threatened that questions the validity or challenges the performance of this Agreement or any action to be taken by GAI pursuant to this Agreement and there is no litigation or threatened litigation or known claim of a third party alleging infringement of intellectual property rights with regard to, or making claim of an interest in any of, the assets being transferred pursuant to this agreement.

(d) **Intellectual Property.** An accurate and complete list of all GoldSim software versions, GoldSim copyrights and GoldSim trademarks and applications and proposals therefore derived for or used by GAI is contained in Exhibit A. GAI has not received any claim that any of its products, software, processes or equipment related to the GoldSim software infringe any patents, trademarks, copyrights or trade secrets of third parties.

(e) **Legal Matters.** GAI and its affiliate companies have, and will continue through Closing to conduct its GoldSim Consulting Business and operate GoldSim version 8.01 as a licensee of GTG and in compliance with all applicable federal, state and local laws and regulations. GAI will indemnify GTG for any claim or liability for injury or loss arising from GAI's failure to abide by federal, state or local laws. GAI shall indemnify GTG from any claims arising out of or related in any way GAI's tax liabilities, employment liabilities, or loan agreements.

(f) **Title to Assets.** GAI holds good and marketable title to the transferred assets, free and clear of restrictions on or conditions to transfer or assignment, and free and clear of liens, pledges, charges or encumbrances.

3.2 Representations and Warranties of GTG.

GTG represents, warrants and agrees as follows:

(a) **Good Standing.** GTG is a Limited Liability Company duly organized and existing in good standing under the laws of the State of Washington; is duly qualified to do business and in good standing in the State of Washington; has paid all franchise and other taxes to each jurisdiction which affect its right to enter into and perform its obligations arising pursuant to this Agreement and has all requisite power to enter into and perform this Agreement.

(b) **Authorization.** GTG has taken all requisite action to authorize the execution and performance of this Agreement and the matters contemplated hereto, including the approval of its board of managers and/or Members. The

execution and performance of this Agreement will not violate any provision of GTG's Certificate of Formation, Operating Agreement, or any agreement to which it is a party or to which it is subject, or any order in any action or proceedings to which it is a party or which affects its business or properties.

(c) No consent, approval, permit, registration, filing or notice to or with any governmental agency or third party is required on the part of GTG for the execution, delivery and performance of this Agreement except as expressly provided herein.

(d) There is no litigation or governmental proceeding pending or, to the best of GTG's knowledge, threatened against GTG that questions the validity or challenges the performance of this Agreement or any action to be taken by GTG pursuant to this Agreement.

IV. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF GAI AND GTG

4.1 Conditions of the Obligation of GTG. The obligation of GTG to close this Agreement is, at its option, subject to the following conditions:

(a) Representations and Warranties. The representations and warranties of GAI shall continue to be accurate in all respects on the Closing Date, except for changes occurring in the ordinary course of business and not materially adverse in nature, and GAI shall have performed all the agreements required herein to be performed by it on or before the Closing Date.

(b) No Material Adverse Change. There shall have been no material adverse change in the Assets nor any material loss, destruction or damage to the major items of equipment to be sold by fire, flood, windstorm or other Act of God. The risk of such loss, destruction or damage to property shall remain with GAI until the Closing Date.

4.2 Conditions of the Obligation of GAI. The obligation of GAI to close this Agreement is, at its option, subject to the following condition: The representations and warranties of GTG shall continue to be accurate in all respects on the Closing Date. GTG shall have performed all the agreements required herein to be performed by it on or before the Closing Date.

4.3 Failure of Fulfillment of Conditions; Remedies. GAI and GTG agree to make reasonable efforts to fulfill their respective conditions and to cooperate with the other party in fulfillment of such conditions. If this Agreement shall be terminated prior to the Closing Date for inability of either party, after reasonable efforts, to fulfill its conditions, the parties shall each bear their own expenses and shall have no liability to the other party for damages or expenses. If either party fails to use reasonable efforts to fulfill its

conditions or otherwise fails or refuses to perform this Agreement, the other party shall be entitled to specific performance of this Agreement and to damages and such other remedies as may be granted in equity or by law by a court of competent jurisdiction.

V. GENERAL PROVISIONS

5.1 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of GAI and GTG and their respective successors and assigns, but any attempt by either party to assign this Agreement shall be void without prior written consent of the other party.

5.2 Strict Compliance. Failure of any party hereto to insist upon strict observance of or compliance with all of the provisions of this Agreement in any one or more instances shall not be deemed to be a waiver of its rights to insist upon such observance or compliance with such provisions in the future or with any other provisions of this Agreement.

5.3 Entire Agreement. This Agreement, including the attached Exhibits, constitutes the entire agreement between the parties as to its subject matter and there are no other agreements or warranties, expressed or implied, made by GAI or GTG with respect thereto.

5.4 Notices. All notices pursuant to this Agreement shall be given in writing either by prepaid telex, courier or first class mail addressed as follows:

If to GAI: Golder Associates Inc.
3730 Chamblee Tucker Road
Atlanta, GA 30341
Attn: Paul Cohen

If to GTG: GoldSim Technology Group LLC
c/o Alex Modelski Esq.
14450 NE 29th Place
Suite 115
Bellevue, WA 98007

5.5 Amendment. This Agreement may be amended only by a document in writing stating expressly that it is intended to be an amendment of this Agreement and signed by an officer of both GAI and GTG.

5.6 Survival of Representations and Warranties. The representations and warranties made herein shall survive and shall not be terminated or otherwise extinguished by the Closing under this Agreement on the Closing Date.

5.7 **Governing Law.** The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement.

5.8 **Severability.** If any provision or provisions of this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall be deemed independent and shall continue in full force and effect.

5.9 **Public Communications.** GAI and GTG agree not to issue any press releases or other communications in relation to the transactions contemplated by this Agreement without prior consultation of the other party.

VI. OTHER BUSINESS

- 6.1 GTG shall provide GAI and its subsidiary and affiliate companies with updates and support for GoldSim software for two years after the Closing Date in accordance with the following terms:
- a. Unlimited licenses and updates to the software shall be made available, at no charge to GAI and its subsidiary and affiliate companies for internal use and the provision of consulting services as anticipated in Exhibit B. Distribution to third parties is not permitted;
 - b. Standard technical support as provided by GTG to its commercial licensees shall be made available, at no charge to GAI and its subsidiary and affiliate companies;
 - c. GAI will control the administration of GAI's GoldSim licenses if requested by GTG. If requested by GTG, this task would be the subject of a separate negotiated agreement.
 - d. Ongoing support by GTG for GAI beyond the two-year period described above will be negotiated prior to the second anniversary of the Closing.
 - e. GAI and its subsidiary and affiliate companies shall receive 25% of the gross revenue for all GoldSim license sales that they generate after Closing for the two year period after the Closing Date. GTG shall pay GAI the amount owed for GAI generated GoldSim license sales on a quarterly basis. Any disputes arising regarding application of this clause shall be resolved by mediation.
- 6.2 The Closing Date will be the effective date of resignation for Ian Miller, Richard Kossik, and Stefan Knopf from GAI for the purposes of share ownership in Enterra Holdings Limited (EHL).

- 6.3 Incentive compensation payments for calendar year 2003 will be paid to the above individuals on the dates of normal GAI payout in March and June of 2004.
- 6.4 GAI will similarly credit pension contributions for calendar year 2003 to the above individuals when the pension contribution is made for GAI employees in 2004.
- 6.5 Since Stefan Knopf is only 80% vested in the pension plan as of the Closing, he will not be credited with the full amount of the plan. Instead, the 20% that is not vested will be paid to him on or about the contribution date in 2004. This lump sum payment will be treated as income earned in 2004 for tax purposes and Stefan Knopf shall be obligated to pay the appropriate taxes. GTG shall indemnify and hold GAI harmless from any tax liability associated with this payment.
- 6.6 Pro-rata repayment arrangements between Stefan Knopf and GAI contingent on his employment by GAI will be waived.
- 6.7 For the first two years after the Closing Date GAI will provide, at its sole expense, the services of a senior staff member acceptable to GTG as a member of GTG's Board of Advisors, to attend at least one board meeting each year.
- 6.8 GAI acknowledges that part of GTG's business plan going forward is to maintain active involvement, as a Subconsultant to GAI on projects for which GTG's expertise would be beneficial. No guarantees of this ongoing relationship can be provided; however contractual relationships will be developed prior to Closing to make it simple for GAI's staff to use GTG's staff in this manner.
- 6.9 The valuation of GAI's Assets specifically excluded the contributions made by Charlie Voss and Alan Keizur in the development of the GoldSim software and project backlog. In recognition of the value associated with these individuals, GTG will pay to GAI a per-person fee of \$25,000 if it employs either or both of these individuals during the first year after the Closing, and a per-person fee of \$12,500 if it hires either or both of these individuals during the second year after the Closing.
- 6.10 Each Party is responsible for its own legal fees and other expenses related to this transaction. Neither Party shall ever be responsible to reimburse the other Party for any expenses related to the due diligence process and negotiation.
- 6.11 If required by applicable law or the terms thereof to properly assign any assigned contract, license or agreement without breach or violation thereof,

GAI agrees to attempt to obtain the consent of each other party to any such assigned contract, license or agreement prior to the Closing; provided, however, that no modification of any such assigned contract, license or agreement shall be made without GTG's prior written consent and the form of the consent to assignment shall be subject to prior written approval of GTG, which approval shall not be unreasonably withheld or delayed. Nothing in this Agreement shall be deemed to constitute an assignment or an attempt to assign any assigned contract, license or agreement if the attempted assignment thereof without the consent of the other party to such assigned contract, license or agreement would constitute a breach thereof or affect in any way the rights of GTG thereunder. If any such consent shall not be obtained at or prior to the Closing, or if an attempted assignment would be ineffective or would adversely affect GTG's rights thereunder, GAI shall cooperate in any arrangement GTG may reasonably request to provide for GTG the benefits under such assigned contract or license or agreement.

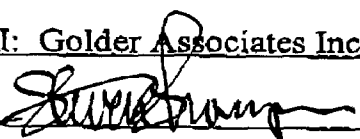
The parties shall use best efforts to maintain existing project-related relationships, with GTG filling the same role that the GoldSim group filled previous to the separation. This undertaking is a basis of the bargain described by this Agreement..

It is the intent of both parties to facilitate an ongoing business relationship and to avoid to the extent possible actions that will destroy this relationship on the part of either party. Exhibit B lists specific actions agreed to by the Parties in regard to existing clients.

IN WITNESS WHEREFORE, the parties have caused this instrument to be signed by their duly authorized officers,

This 29 day of January, 2004

GAI: Golder Associates Inc

By:  , President

GTG: GoldSim Technology Group LLC.

By:  , President

Exhibit A Assets Transferred to GTG

A.1 GoldSim Software and Related Assets

- Source code, binary code, and executable code to all GoldSim versions and modules developed prior to the Closing date.
- The SourceSafe database with configuration history for the GoldSim source code and documentation.
- All GoldSim configuration management files and backup media.
- All GoldSim User Manuals and Help system files.
- GAI's trademark registration No. 2422899 for the Mark "GoldSim", together with all common law rights and good will associated with such Mark
- The domain name "GoldSim.com" together with all rights, registrations and universal resource locators associated therewith ownership.
- All GoldSim web-site files.

A.2 Hardware with a book value.

Table 1 lists all hardware components and their book value as of 02/01/2004. These items represent desktop, mobile and server computer systems being used solely by members of the GoldSim group. Removing them will not affect other network users.

Table 1: Hardware, with a book value, that can be transferred to GTG LLC.

<i>Description</i>	<i>Purchase Date</i>	<i>Projected Book Value (2/1/04)</i>
2 Dell Latitude D600 (IM, SK).	4/07/03	\$3,492.73
1 Dell Latitude D600 (AS)	5/14/03	\$2,137.64
1 Dell Latitude C400 (RK)	9/18/02	\$936.44
1 Dell Optiplex GX150 (JFB)	7/02/01	\$173.75
1 Dell Optiplex GX110 (license server)	6/06/01	\$114.60
1 HP LaserJet 2200dn (Ford)	Summer 2002	\$498.19
Total:		\$7,353.35

A.3 Miscellaneous accessories with no book value.

Table 2 lists hardware accessories purchased over the last three years. All of these items were immediately expensed as their acquired value was less than \$1,000. Therefore, none of them has a book value.

Table 2: Accessories with no book value

<i>Description</i>	<i>Purchase Date</i>	<i>Acquired Value</i>
2 AC Adapter for Latitude D600	5/2003	\$43.52
1 AC Adapter for Latitude C400	12/2002	\$48.96
40 GB Hard disk for Latitude D600	5/2003	\$160.00
512 MB for Latitude D600	5/2003	\$141.11
DVD Writer	4/2003	\$498.42
TFT Screen	7/2002	\$870.00
USB 2-port switch	7/2002	\$100.52
Memory Latitude C400	9/2002	\$53.32
UPS system	2001	\$800
Dell Dimension V450 (Pentium 200 MHz, no monitor)	1999?	Unknown
Macintosh G3-400 (no monitor)	1999?	Unknown

A.4 Software (with no book value) that can be transferred to GTG LLC.

Table 3 lists all software titles and licenses that are being used by the GoldSim group and that can be transferred to GTG LLC.

Table 3: Software titles and licenses that can be transferred to GTG LLC

<i>Software Product</i>	<i>Number of Licenses</i>	<i>Purchase Date (Upgrade Date)</i>
Visual Studio .NET 2003 Pro	3	1998 (2002, 2003)
AxTools EasyPatch 2001	1	2001
Connectix Virtual PC 5.1	2	2002/2003
Corel Graphic Suite 11	1	2003
Gammadyne Mailer	1	2001
InstallShield Developer	1	1999 (2001, 2002, 2003)
Macromedia Dreamweaver 4	1	2001
MSDN Universal Subscription	1	2003
Northwood Data Grid	5	2001
Act!	5	2001 (2002)
Ulead PhotoImpact	1	2002 (2003)
WebTrends Analysis 7.0	1	2002

<i>Software Product</i>	<i>Number of Licenses</i>	<i>Purchase Date (Upgrade Date)</i>
Norton System Works	1	2002
Paint-Shop Pro 7	1	2001
Doc-To-Help 2000	1	2000
Doc-To-Help 6	1	2002
Stingray Studio	1	1998 (annually)
Xceed Streaming Compression Library	1	2002
CrypKey SDK & Casper	1	1999 (annually, expires Dec-18-03)
ProblemTracker	5 clients	2001 (annually)
Araxis Merge v6 Pro	1	2002
Adobe Acrobat 4.0	1	2001
Nero Burn ROM	1	2003

A.5 Support Contracts

The following software support contracts will be transferred or assigned to GTG and GTG shall continue to provide the required support with no additional payment from the licensees or GAI:

Company	# of Licenses	Support Exp. Date
BNFL	1	03/31/04
BNFL-Total of 10 Site Licenses	9	03/31/04
Caremark Inc.	3	03/31/04
Catepillar	4	06/30/04
CSIRO Manufacturing	1	07/31/04
EMC	1	04/30/04
Environment Agency of England (bought by Galson Sciences) w/RT	2	12/31/04
IAEA (Interational Atomic Energy Agency)	1	11/30/04
INEEL, Bechtel Idaho	2	09/30/04
IRSN Pro w/RT	3	04/30/04
Mitsubishi/MHI	1	02/28/04
Mitsubishi/Tempco	1	07/31/04
National Board of Education-Research	1	12/31/04
Nirex	1	03/31/04
NTS DOE-Stollar-Navarro	40	07/31/04
Nuclear Research Institute (NRI)	2	04/30/04
Numo	1	02/28/04

Company	# of Licenses	Support Exp. Date
Queen's University C.A.M.M.	3	07/31/04
Southwest Research Institute-Pro w/RT	1	10/31/04
State of Nevada	1	08/31/04
Taisei	5	07/31/04
Teck Cominco Alaska	1	11/30/04
Teckcominco	2	09/30/04
Telesto Solutions Inc.	1	11/30/04
The Scotts Company	1	11/30/04
Toyo Engineering Corp	1	02/28/04
University of Nevada, Las Vegas	1	02/28/04
University of Nevada, Las Vegas	3	07/31/04
URS-Pro DP Plus w/RT	1	09/30/04
VUJE Trnava, Inc.-Pro/DP/RT	1	09/30/04
Water Management Consultants	1	11/30/04
WISMUT	1	08/31/04

A.6 Consulting Contracts to be Novated or Subcontracted

- Enresa 023-1055 & 023-1055-100. The client has indicated a desire to novate this contract to GTG.
- Taisei support 023-1142-100. This contract has a small prepaid balance of \$2,423 that the client would like GTG to subcontract from GAI.
- Batapaati (Golder Hungary) GAO-0702. This has a prepaid balance of \$25,509. The client has indicated that this should be subcontracted to GTG.
- JNC 923-1089H15. It is agreed that GTG will subcontract to GAI, at a funding level comparable to that in recent years, for at least the next Japanese fiscal year (H16).

Exhibit B Agreements for Future Collaboration

For each recent client project there is a defined relationship between the GoldSim group and the rest of Golder Associates that falls into one of the four categories defined as follows:-

1. Those in which the GoldSim group has the dominant and sole relationship (category 1):
 - a. Enresa 023-1055 & 023-1055-100 (Miller).
 - b. Taisei 023-1142-100 (Miller).
 - c. Bechtel SAIC Corporation 013-1347 (Miller)
2. Those in which Golder or a GAC subsidiary company has the prime relationship and the GoldSim group provides support as a sub-consultant (category 2):
 - a. Japan Nuclear Cycle Corporation 923-1089H15 (Dershowitz)
 - b. Andra (F03-3636) (Dershowitz)
 - c. Batapaati GAO-0702 (Gyula Danko, GAH, Budapest).
 - d. Bunge (039-5321) (Alberto Costa, GAB, Sao Paolo)
 - e. BFS (023-4058) (Martin Goldsworthy, GAGmbH, Celle)
 - f. Booz Allen Hamilton (Yucca Mountain) (044-1009-005) (Voss)
3. Those in which the GoldSim group has the prime relationship and Golder Associates provides support as a sub-consultant (category 3):
 - a. Andra (F03-3636) (Miller)
4. The rest - client groups that are not named with which Golder has the dominant and sole relationship.

The named individuals in the list above are the current primary client contacts.

For these existing projects it is intended that the above relationships will remain unchanged in future except that GTG will replace the GoldSim Group and a more formal contractual relationship will be substituted.

For the entire period of this agreement (i.e. until January 1 2007), GTG and Golder will be presented to the clients in Categories 2 and 3 as a pair of companies with a binding agreement for collaboration on all new GoldSim-based project opportunities.

For new GoldSim-based project opportunities (in client categories 2 and 3) during this period there will be full disclosure by each party in this agreement to the other when such opportunities become apparent. Golder's designated GTG Board member will act as the agent responsible to transmit such disclosures between the respective project managers for each company.

GTG and Golder will each have the right of first refusal to work together in the Prime/Sub relationship defined by categories 2 and 3 above on such new project work.

It is recognized and acknowledged that Category 1 clients are in general interested in purchasing GoldSim software and support and that work of this sort will go to GTG

without any involvement by Golder unless there is a specific request by GTG for Golder to provide services. Similarly Category 4 clients are those who have no interest in purchasing GoldSim software and support. In the event that such an interest develops in the future, Golder commits to encourage such interest and pass the work to GTG with the appropriate payment of the 25% commission on GoldSim license sales as detailed in the Purchase Agreement.

The training of GoldSim users, for a fee, is a key part of the business of GTG and it is agreed that Golder will not provide a competitive service for the entire period of this agreement (i.e. until January 1 2007). However, this does not preclude Golder staff training their clients on the use of GoldSim models that have been developed or modified by Golder.

It is also recognized that client relationships and needs change and amendments may be required to this agreement in future. Such amendments may occur with the unanimous consent of the parties to the agreement.

Disputes that may occur under the agreement and will be referred to Golder's designated GTG Board member for resolution.

Exhibit C Promissory Note and Security Agreement

PROMISSORY NOTE

\$63,400.00

January 29, 2004

Seattle, Washington

FOR VALUE RECEIVED, GOLDSIM TECHNOLOGY GROUP LLC, hereinafter "Maker" promises to pay to GOLDER ASSOCIATES INC., hereinafter "Holder," or order, at 18300 N.E. Union Hill Road, Suite 200, Redmond, WA 98052-3333, or other such place as may be designated by the Holder from time to time, the principal sum of Sixty-Three Thousand Four Hundred dollars and No Cents (\$63,400.00), with interest thereon from the date hereof at six percent (6%) per annum until maturity.

PAYMENT: Said principal, together with interest as set forth above, shall be made in a single, lump sum payment on or before January 1, 2007.

DEFAULT INTEREST: After maturity, or failure to make payment, the unpaid principal shall accrue interest at the prime rate determined by the Bank of America in Seattle, Washington, plus eight percent (8%) per annum OR the maximum rate allowed by law, whichever is less, during such period of Maker's default under this Note.

CURRENCY: All principal and interest payments shall be made in lawful money of the United States.

LATE CHARGE: If Holder receives the payment more than ten (10) days after its due date, then a late payment charge of five percent (5%) shall be added the payment.

DUE ON SALE: This Note is secured by a Security Agreement dated January 31, 2004 securing payment of this Note and the property described in said Security Agreement may not be sold or transferred without the Holder's consent. Upon breach of this provision, Holder may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.

FM

Maker (Initials)

SA

Holder (Initials)

ATTORNEYS' FEES AND COSTS: Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sue to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding

(including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

VENUE: In the event litigation arises between the two parties hereto for any reason concerning this Note, the parties agree that the matter shall be filed in King County Superior Court, Washington, and each party to this Note further affirmatively waives any objection it may otherwise attempt to assert concerning this agreed-to venue.

GOVERNING LAW: This Note shall be governed by, construed and enforced in accordance with the laws of the State of Washington.

WAIVER OF PRESENTMENTS: Maker waive presentment for payment, notice of dishonor, protest and notice of protest.

NON-WAIVER: No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.

SEVERABILITY: If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.

INTEGRATION: There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.

CONFLICTING TERMS: In the event of any conflict between the terms of this Note and the terms of any Deed of Trust or other instruments securing payment of this Note, the terms of this Note shall prevail.

EXECUTION: Each Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.

ORAL AGREEMENTS: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

DEFINITIONS: The word Maker shall be construed interchangeably with the words Borrower or Payer and the word Holder shall be construed interchangeably with the words Lender or Payee. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

SECURITY AGREEMENT WITH SOFTWARE AS COLLATERAL

THIS SECURITY AGREEMENT is made and entered on this 29th day of January, 2004 ("Effective Date") by and between GoldSim Technology Group LLC (hereinafter referred to as the "Borrower") and Golder Associates Inc. (hereinafter referred to as the "Secured Party") for the purposes of securing a certain debt obligation that Borrower owes to Secured Party with certain software as more fully set forth herein.

Background Information

- A. On January 31, 2004, Secured Party has extended a loan to Borrower, in the original principal amount equal to Sixty-Three Thousand Four Hundred Dollars and No Cents (\$63,400.00), which indebtedness is represented by a certain Promissory Note dated January 31, 2004 executed by Borrower in favor of Secured Party.
- B. Secured Party has required Borrower to give certain collateral for the indebtedness evidenced by the Promissory Note in the form of certain Software described as Source code, binary code, and executable code to all GoldSim Software versions and modules (the "Software" or the "Collateral").
- C. Borrower represents and warrants to the Secured Party that the Borrower is the sole and exclusive owner of the Software and has full and unrestricted right, title and interest in and to said Software.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees to grant Secured Party a security interest in and to said Software as follows:

ARTICLE I**GRANT OF SECURITY INTEREST**

- 1.1 **Grant of Security Interest.** Borrower hereby grants and conveys to the Secured Party, a first priority security interest as defined under RCW 62A.9A *et seq.*, for the benefit of the Secured Party and the Secured Party's successors and assigns, in and to the Borrowers entire right, title and interest in and to the Software.
- 1.2 **Obligations Secured.** The security granted hereunder shall be security for the prompt payment and performance of the Obligations. The Obligations shall include any and all obligations under the Promissory Note dated January 31, 2004, referenced above in section A.

ARTICLE II**BORROWER COVENANTS, REPRESENTATIONS AND WARRANTIES**

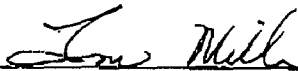
Borrower warrants, represents and covenants with and to the Secured Party the following:

- 2.1 Borrower shall keep and maintain, at its expense, complete records of the Collateral. Secured Party shall have the right at any time and from time to time, without notice, to call at Borrower's place of business during normal business hours to inspect the Collateral and to inspect the correspondence, books, and records of Borrower relating to the Collateral.
- 2.2 Borrower represents and warrants to Secured Party that, with respect to the Collateral, Borrower possesses and shall possess at all times while this Security Agreement is in effect, full, complete and unencumbered title to such goods, subject only to Secured Party's security interest hereunder, and liens, if any, for current taxes, assessments and other governmental charges are not delinquent; that the Collateral shall be kept at the offices of GoldSim Technology Group LLC, and Borrower shall not change the location of the Collateral without the prior written consent of Secured Party; that Borrower shall not at any time cause or suffer any part of the Collateral, or any interest in any of Collateral to be subject to any Security Interest other than that of Secured Party, except upon the written consent of the Secured Party; that Borrower shall defend the Collateral against the claims and demands of all persons other than Secured Party; that Borrower shall at all times promptly pay and discharge, at Borrower's expense, all taxes, assessments and other governmental charges which constitute or may become liens on the Collateral; that, at the request of Secured Party, at any time, Borrower shall execute such financing statements and other documents, pay such filing, recording and other fees, and do or cause to be done such other acts or things as Secured Party deems reasonably necessary to establish, perfect, and continue its security interest hereunder; and that Borrower shall pay all costs, expenses, charges and other obligations, including, without limitation, reasonable attorneys' fees, suffered or incurred by Secured Party to protect, preserve, maintain and obtain possession of or title to the Collateral, to perfect, protect, preserve and maintain the security interest granted by this Security Agreement, and to enforce or assert any one or more of its rights, powers, remedies and defenses under this Security Agreement.
- 2.3 Borrower shall be in default under this Security Agreement if Borrower fails timely to observe and perform any covenants, conditions or agreements required to be observed or performed by Borrower under this Security Agreement, or if Borrower defaults upon any material promise in the obligation. At any time upon or following the occurrence of one or more of the events of default, Secured Party

may, at its option, assert or avail itself of any one or more of the rights, powers, remedies and defenses conferred upon Secured Party under the laws of the State of Washington, which laws shall generally govern the construction and interpretation of this Agreement. Any and all proceeds resulting from the disposition of all or any part of the Collateral following the occurrence of one or more events of default shall be applied to pay and provide for the Obligations of Borrower to Secured Party, with any balance remaining to be paid to Borrower or its successors and assigns, as their respective interests may appear.

- 2.4 Time is of the essence of this security agreement and in the event of default in the payment of the principal of or interest on any obligation secured hereby or breach of any covenant, warranty or agreement of Borrower contained herein or if Borrower becomes insolvent or a bankrupt or if Borrower makes an assignment for the benefit of creditors or if a receiver is appointed for any of Borrower's assets or if any of the collateral is in danger of being wasted, injured or destroyed or if any of the collateral is seized under attachment or levy, the entire amount of the secured obligations shall at the option of Secured Party become immediately due and payable without notice or demand.
- 2.5 The invalidity or unenforceability of any provision in this Agreement shall not cause any other provision to be invalid or unenforceable.
- 2.6 This Agreement constitutes the final agreement and understanding between the parties on the subject matter hereof and supersedes all prior understandings or agreements whether oral or written. This Agreement may be modified only by a further writing that is duly executed by both parties.

Borrower and Secured Party have executed this Security Agreement on the effective date first above written.



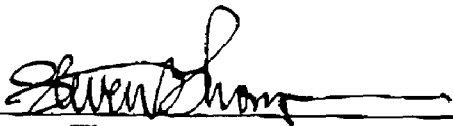
Ian Miller

Title: President

GoldSim Technology Group LLC

Address: 22516 SE 69th Place, Ste. 110

Issaquah WA 98027



Steve Thompson

Title: President

Golder Associates Inc.

Address: 44 Union Blvd, Ste 300

Lakewood, CO 80228