



71-9255
72-1004

March 25, 1998

WB-98-035

Mr. Michael G. Raddatz
Senior Project Manager
Spent Fuel Project Office, NMSS
U.S. Nuclear Regulatory Commission
11555 Rockville Pike M/S 0-6-G-22
Washington, DC 20555-0001

SUBJECT: Invoice Instructions (VECTRA Technologies, Inc. [VECTRA] and
Transnuclear West Inc. [TNW])

Dear Mr. Raddatz:

TNW requests that all NRC invoices be prorated to reflect the effective purchase date (November 21, 1997) of VECTRA assets by TNW. All costs associated with NRC actions prior to November 21 should be invoiced to VECTRA, while those on or after November 21 should be invoiced to TNW.

Enclosed herewith is a copy of the supporting documentation related to the VECTRA Asset Purchase Agreement for your use.

Sincerely,

Walter R. Bak
Vice President
Transnuclear West Inc.

7/1
PDR

Enclosure: As stated

9804070207 980325
PDR ADOCK 07109255
C PDR

November 21, 1997

Transnuclear, Inc.
Four Skyline Drive
Hawthorne, New York 10532
Attn: Alan S. Hanson, President

Re: Asset Purchase Agreement - Allocation of Purchase Price

Ladies and Gentlemen:

This letter will confirm our agreement to proceed with closing of the Asset Purchase Agreement dated November 12, 1997 by and between VECTRA Technologies, Inc. and Transnuclear, Inc. (the "Purchase Agreement"; capitalized terms not defined herein shall have the meanings set forth in such Purchase Agreement) prior to completion by Purchaser of its determination of the allocation of the Purchase Price among each item or class of the Purchased Assets (the "Allocation Determination"), as otherwise required to be completed prior to Closing under Section 2.4 of the Purchase Agreement. For purposes of the Purchase Agreement the Closing Date shall be November 21, 1997. Purchaser hereby agrees to complete such Allocation Determination promptly following Closing, but in no event later than November 26, 1997. Such Allocation Determination shall be subject to the consent of Seller, which consent shall not be unreasonably withheld.

Please indicate by the signature of your duly authorized representative below your agreement with and acceptance of the foregoing terms, which signature may be provided by a fax counterpart hereto, such counterpart to be deemed an original hereof.

Sincerely,

VECTRA TECHNOLOGIES, INC.

By



Vincent Franceschi
President and Chief Operating Officer

AGREED AND ACCEPTED:

TRANSNUCLEAR, INC.

By

Alan S. Hanson
President

Date: _____

November 21, 1997

Transnuclear, Inc.
Four Skyline Drive
Hawthorne, New York 10532
Attn: Alan S. Hanson, President

Re: Asset Purchase Agreement - Addendum

Ladies and Gentlemen:

This letter modifies that certain Addendum to Asset Purchase Agreement dated as of November 21, 1997 (the "Addendum") by and between VECTRA Technologies, Inc. ("Seller") and Transnuclear, Inc., ("Purchaser"), pursuant to which Seller agreed to assign to Purchaser its entire right, title and interest in and to certain patents and patent applications as identified therein. By execution of this document the parties hereby agree that, notwithstanding anything contained in the Addendum, the Asset Purchase Agreement or Patent and Patent Application Assignment No. 2, Seller makes no representation or warranty as to Seller's rights in or ownership of Patent No. 94-702075, as identified in Schedule I to the Addendum. Except as expressly set forth herein, the terms of the Addendum shall continue in full force and effect.

Please indicate by the signature of your duly authorized representative below your agreement with and acceptance of the foregoing terms, which signature may be provided by a fax counterpart hereto, such counterpart to be deemed an original hereof.

Sincerely,

VECTRA TECHNOLOGIES, INC.

By 
Vincent Franceschi
President and Chief Operating Officer

AGREED AND ACCEPTED:

TRANSNUCLEAR, INC.

By _____
Alan S. Hanson
President

Date: _____

ADDENDUM TO ASSET PURCHASE AGREEMENT

THIS ADDENDUM TO ASSET PURCHASE AGREEMENT (the "Addendum") is made and entered into this 21st day of November, 1997, by VECTRA Technologies, Inc., a Washington corporation (the "Seller"), and Transnuclear, Inc., a New York corporation (the "Purchaser").

RECITALS

- A. The Purchaser, on the one hand, and the Seller, on the other hand, entered into the Asset Purchase Agreement dated as of November 12, 1997 (the "Agreement") pursuant to which the Seller is selling certain assets to the Purchaser pursuant to the terms and conditions specified therein.
- B. Pursuant to the Agreement, the Seller assigned to the Purchaser its entire right, title and interest in and to certain patents and patent applications, as identified on Schedule 1.1.2 attached thereto. The parties desire to add certain patents and patent applications to Schedule 1.1.2 of the Agreement.
- C. Except as otherwise expressly provided for herein, the capitalized terms used herein shall have the same meanings set forth in the Agreement.

AGREEMENT

NOW, THEREFORE, for the consideration set forth in the Agreement, and subject to all of the terms and conditions of the Agreement, the parties hereto agree as follows:

- 1. The Patent Schedule of Schedule 1.1.2 to the Agreement is hereby amended to add and include the patents and patent applications listed on Schedule I attached hereto.
- 2. The Seller and the Purchaser hereby agree that the Seller makes no representations or warranties as to (i) the effectiveness of said patents or patent applications listed on Schedule I, or (ii) whether such patents or patent applications listed on Schedule I, to the extent they are abandoned or lapsed, can be revived or cured.
- 3. Except as expressly set forth in this Addendum, the terms of the Agreement shall continue in full force and effect in accordance therewith.