



T.L.B. ASSOCIATES, INC.

A Division of Soil and Land Use Technology, Inc.

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GLEN BURNIE, MARYLAND 21061
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*Subsurface Explorations &
Geotechnical Engineering Consultants*

January 28, 2014

United States Nuclear Regulatory Commission
Division of Nuclear Materials Safety, Region 1
2100 Renaissance Blvd
King of Prussia, PA, 19406

Attention: Mr. Dennis Lawyer, Health Physicist

**Re: Change of Ownership and Radiation Safety Officer
T.L.B. Associates, Inc.
U.S. Nuclear Regulatory Commission License Number 19-31389-01**

Dear Mr. Lawyer,

The information provided below is in response your request for information regarding the sale of T.L.B. Associates, Inc. dated December 26, 2013.

Details about sales agreement:

- Date of transaction: August 27th, 2012
- Evidence of the transaction: Please see attached "Stock Purchase Agreement".
- Stock previously owned by: Thomas Brown

Changes in personnel having over licensed activities:

- Mr. Lauriston Lawrence is on a full time off-site project and is no longer the RSO.
- Mr. Clive Diaz, P.E. is the new RSO
- Mr. Bill Wainger and Mr. Prad Perera are the only two officers of the company.
- Mr. Thomas Brown is still employed but is no longer an officer, nor does he have control over the licensed materials.

If you have any questions, please do not hesitate to contact me via pperera@salutinc.com or on my cell phone on 301-529-7723.

Sincerely,
T.L.B. ASSOCIATES, INC.
A division of Soil and Land Use Technology, Inc.

Pradeep J. Perera, P.E.
President

Enclosures: Stock Purchase Agreement

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 27th day of August 2012, by and between THOMAS BROWN ("Seller") and SOIL AND LAND USE TECHNOLOGY, INC., a corporation organized and existing under the laws of Maryland ("SALUT") and PRADEEP J. PERERA ("Pradeep") (SALUT and Pradeep are hereinafter collectively referred to as "Purchaser").

EXPLANATORY STATEMENT

Seller owns all of the issued and outstanding shares of capital stock of each of the following entities: (a) T.L.B. Associates Inc. ("TLB, Inc."), a Maryland corporation and (b) Thomas L. Brown Associates P.C. ("TLB, P.C."), a District of Columbia professional corporation. TLB, Inc. and TLB, P.C. are collectively referred to as the "Companies". Seller desires to sell and SALUT desires to purchase 100% of the shares of TLB, Inc. and Pradeep desires to purchase 99% of the shares of TLB, P.C. (collectively the "Company Shares"), on the terms and conditions hereinafter set forth.

NOW THEREFORE, for the mutual consideration set out herein, the parties hereto agree as follows:

1. *Definitions; Rules of Construction.*

1.1 The Explanatory Statement is hereby incorporated into this Agreement and made a part hereof.

1.2 The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

1.3 Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, to the singular include the plural, to the part include the whole, and to the male gender shall also pertain to the female and neuter genders and vice versa. The term "including" is not limiting, and the term "or" has the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereto", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references are to this Agreement unless otherwise specified.

2. *Purchase of the Company Shares*

Concurrent with the execution hereof, Purchaser hereby purchases from Seller, and Seller hereby sells, assigns and transfers to Purchaser, good and marketable title to all of the Company Shares, free and clear of any and all liens, claims or encumbrances of every nature whatsoever.

3. ***Consideration.***

The consideration to be paid by Purchaser for the purchase of all of the Company Shares concurrently with the execution hereof is Four Hundred Thousand Dollars (\$400,000.00) payable as follows:

(a) \$50,000.00 by cashier's check from Pradeep to Seller for 99% of the stock of TLB, P.C.;

(b) Promissory Note from SALUT in the principal amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) bearing interest at 4% per annum on the unpaid principal balance payable in three equal annual installments of \$116,666.00 each plus accrued interest thereon with the first installment due on the first anniversary of the closing under this Agreement and the second and third installments on the second and third anniversaries of the closing under this Agreement. The Promissory Note and the payment due thereunder shall be subject to the modifications and adjustments set forth therein relating to the collection of accounts receivable of TLB, Inc. and TLB, P.C. The Promissory Note shall be in the form attached hereto as Exhibit A and shall be personally guaranteed by Pradeep who owns 100% of the corporate stock in SALUT. The Promissory Note shall represent the purchase price for 100% of the stock of TLB, Inc.

4. ***Seller's Representations and Warranties.***

Seller represents and warrants to Pradeep as to TLB, P.C., and to SALUT as to TLB, Inc. as follows:

4.1. Existence and Good Standing. Each of the Companies: (i) is a corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation as stated above; and (ii) has the corporate power and authority to own, lease, and operate its properties and carry on its business as now being conducted by it.

4.2. Capitalization. The capitalization of each of the Companies consists exclusively of the respective Company Shares. All of the issued and outstanding Company Shares are held of record and beneficially by Seller. All such outstanding Company Shares are duly authorized, validly issued, fully paid, non-assessable, and free of preemptive rights, with no personal liability attaching to the ownership thereof.

4.3. Title to Company Shares; Options. Seller has good and marketable title to the Company Shares free and clear of any lien, claim or encumbrance. There are no proxies granted to any party with respect to any of the Company Shares. There are no outstanding or authorized options, warrants, calls, subscriptions, rights, convertible securities, commitments, agreements, or understandings of any character obligating any of the Companies or Seller to issue, sell or transfer any shares of any Company's capital stock of any class or securities convertible into, or evidencing the right to purchase, any shares of any Company's capital stock of any class.

4.4. Subsidiaries. None of the Companies has any subsidiaries and none of the Companies owns, directly or indirectly, any interest in or control any corporation, partnership, joint venture or other business association.

4.5. Company Shares. The Company Shares represent 100% of the outstanding shares in TLB, Inc. and 99% of the outstanding shares in TLB, P.C..

4.6. Approvals. No approval, authorization, consent, order or other action of, or filing with, any person, firm or corporation, any court, administrative agency or other governmental regulatory authority, or any governmental or non-governmental trade group, is required by any Company or Seller in connection with the execution and delivery by Seller of this Agreement or any instrument executed in connection therewith, or the performance by Seller of the transactions described herein and for the operation of each Company's business by Purchaser following the date hereof.

4.7. Title to Property and Related Matters. Except as set forth on Exhibit B, each of the Companies has good and marketable title to all assets and properties used in its business of any kind or character, free and clear of any liens or encumbrances, and all such assets and properties are reflected on the balance sheet included in the audited financial statements of such Company as of July 31, 2012 attached hereto (the "**Financial Statements**"). All such assets constitute all of the assets and properties used in such Company's business of any kind or character as heretofore conducted. Except for matters that may arise in the ordinary course of business, such Company's material assets are in good operating condition and repair, reasonable wear and tear and normal obsolescence excepted except for those assets described on Schedule 4.7. There does not exist any condition or agreement that materially interferes with the use of such assets in the conduct of the Company's business in the ordinary course.

4.8. Financial Statements. The Financial Statements for each of the Companies are attached hereto as Exhibit C and all other financial information of the Companies delivered to Purchaser are accurate and complete in all material respects and fairly present such Company's financial position as at the dates set forth therein and the results of its operations for the periods reflected therein. Without limiting the generality of the foregoing, such financial statements do not contain any untrue statement of a material fact or omit to state any material fact necessary to make such financial statements not misleading.

4.9. Undisclosed Liabilities. Except as disclosed in the Financial Statements for each Company, as of the dates referred to in the Financial Statements and except as disclosed on Schedule 4.9 attached hereto such Company has no liabilities or obligations of any kind, whether accrued, absolute, contingent or otherwise, and whether or not required to be disclosed on a balance sheet prepared in conformity with GAAP, and since the date of the last such financial statement, such Company has incurred no such liability or obligation other than in the ordinary course of business and in amounts consistent with historic business operations.

4.10. Compliance; Governmental Authorizations. Each of the Companies has heretofore complied with all laws, ordinances, regulations and orders applicable to its business, which, if not complied with, would materially and adversely affect its business. Each of the Companies has all governmental licenses and permits necessary for the conduct of its business, all such licenses and permits are in full force and effect, there are no violations of any such licenses or permits, and no proceedings are pending or threatened to revoke or limit the use of such licenses or permits.

4.11. Litigation. Except for claims of vendors the accounts of which are included in the payables included in the Financial Statements or included in Schedule 4.9 with respect to each Company, there are no actions, suits, claims, investigations or legal, administrative or arbitration proceedings pending against any of the Companies or any of its assets or business, whether at law or in equity, or before or by any governmental department, commission, board, bureau, agency or instrumentality, nor does Seller know of a threat of, or any basis for, any such action, suit, claim, investigation or proceeding.

4.12. Books and Records. Each of the Companies has made available to Purchaser and its representatives all of such Company's tax, accounting, corporate and financial books and records, whether in written, electronic or other form. All such books and records are complete and correct, have been maintained on a current basis, and fairly reflect the basis for such Company's financial condition and results of operations as set forth in the Financial Statements with respect to such Company.

4.13. Conduct of Business; No Company Material Adverse Effect.

Except as set forth on Schedule 4.13, since the date of the Financial Statements:

(a) the Company has conducted its business in the ordinary course of business consistent with past practice;

(b) there has not been any damage, destruction or loss, whether or not covered by insurance, with respect to the property and assets of the Company having a replacement cost of more than \$10,000 for any single loss;

(c) there has not been any material change by the Company in accounting or tax reporting principles, methods or policies;

(d) the Company has not entered into any transaction or contract or incurred any obligation or liability involving the expenditure of more than \$5,000;

(e) the Company has not mortgaged, pledged or subjected to any lien any asset, or acquired any assets, or sold, assigned, transferred, conveyed, leased or otherwise disposed of any of its assets for which the aggregate consideration paid or payable in any individual transaction was in excess of \$5,000.00 except as indicated on Exhibit B;

(f) the Company has not canceled or compromised any debt or claim with a value, individually or in the aggregate, exceeding \$5,000.00 or amended, canceled, terminated, relinquished, waived or released any contract or right involving the expenditure of more than \$5,000.00;

(g) the Company has not made or committed to make any capital expenditures or capital additions in excess of \$5,000.00;

(h) the Company has not instituted or settled any legal proceeding in which equitable relief was sought or in which claimed damages exceeded \$5,000.00;

(i) the Company has not amended any employee benefit plan or established any new employee benefit plan;

(j) there have been no labor strikes, work stoppages or lockouts against the Company;

(k) the Company has not received any notice of termination of any material contract;

4.14. Material Contracts.

Schedule 4.14 sets forth, as of the date hereof, the following agreements that relate to each of the Companies (each, a “**Material Contract**”):

(a) Each agreement or letter of intent to which either Company is a party requiring payments, contingent or otherwise, or generating revenues in excess of \$25,000 in any one year period;

(b) Each agreement to which either Company is a party with respect to Indebtedness for money borrowed, including loan agreements, indentures, letters of credit, mortgages, security agreements, pledge agreements, deeds of trust, bonds, guaranties, swaps and other instruments relating to the borrowing of money or obtaining of or extension of credit;

(c) Each management, consulting, independent contractor, employment, severance, collective bargaining or similar agreement to which either Company is a party;

(d) Each confidentiality agreement, non-solicitation and non-competition agreement to which either Company is a party;

(e) Each partnership and joint venture agreement to which either Company is a party;

(f) Each agreement relating to the license, sale or development of Intellectual Property to which either Company is a party;

(g) Each lease or sublease for Real Property to which either Company is a party;

(h) Each agreement to which either Company is a party under which the consequences of a default or termination could reasonably be expected to result in a Company Material Adverse Effect;

(i) Any other agreement or letter of intent that is material to the business of either Company.

Each Material Contract is valid, binding and enforceable against the respective Company, in accordance with its terms, except as limited by any applicable bankruptcy, reorganization, insolvency, moratorium or similar Laws affecting the enforcement of creditors’ rights generally and subject to general principles of equity (whether or not considered in a court of Law or equity). There are no existing material defaults by the respective Company under any Material Contract and no event has occurred (whether with or without notice, lapse of time or the happening or occurrence of any other event) that would constitute a material default under any Material Contract by any other party thereto.

A Company Material Adverse Effect means any event, change circumstance, or effect that individually or in the aggregate has had or could reasonably be expected to have a material adverse effect on the business, assets, liabilities (contingent or otherwise), prospects, properties, results of operations or financial condition of either of the Companies.

4.15 No Undisclosed Liabilities. Neither Company has any debts, claims, commitments, liabilities or obligations of any nature, absolute, accrued, contingent, liquidated or otherwise, and whether due or to become due, asserted or unasserted, and there is no basis for any such liability or obligation or any claims, in respect thereof, except (a) as set forth in Schedule 4.9, (b) as and to the extent disclosed or reserved against in the Balance Sheet, and (c) liabilities and obligations that were incurred after the date of the Balance Sheet in the ordinary course of business consistent (in amount and kind) with prior practice, none of which will or may reasonably be expected to have a Material Adverse Effect to either Company.

4.16 Insurance. Schedule 4.16 sets forth a listing of the material terms of all insurance policies (including policies providing property, casualty, liability, and workers' compensation coverage, benefits or coverage for any plan described in Section 4.20, and bond and surety arrangements) to which either Company has been a party, a named insured or otherwise the beneficiary of coverage during the one year preceding the date of this Agreement. Each of the insurance policies set forth on Section 4.16 is in full force and effect, all premiums due thereon have been paid, and neither Company nor Seller has received any notice of termination or reduction of coverage, or intent to terminate or reduce coverage, of any such insurance policy.

4.17 No Brokers. No Person is entitled to any brokerage commission, finder's fee or any similar compensation for services provided to Seller in connection with this Agreement and the transaction contemplated hereby. All negotiations relating to this Agreement, and the transactions contemplated hereby, have been carried on without the participation of any Person acting on behalf of the Companies or Seller in such manner as to give rise to any claim for any brokerage or finder's commissions, fee or similar compensation, or for any bonus payable to any officer, director, employee, agent or sales representative of or consultant to the Companies or Seller or any other Person in connection with the negotiation or consummation of the transactions contemplated hereby.

4.18 Environmental Matters. Except as set forth on Section 4.18, (a) the Companies are and have been in compliance with all applicable Environmental Laws, (b) the Companies possesses all permits and approvals issued pursuant to Environmental Laws that are required to conduct the business of the Companies as currently conducted, and is and has been in compliance with all such permits and approvals, (c) no releases of any Hazardous Material have occurred at, on, from or under any Real Property, for which releases either Company is liable under any Environmental Law, (d) neither Company has received any written claim or notice from any Governmental Authority or other Person, related to exposure to Hazardous Materials or alleging that either Company is or may be in violation of, or has any liability under, any Environmental Law, and (e) no Real Property is listed or proposed to be listed on the National Priorities List or CERCLIS or on any similar governmental database that require cleanup under Environmental Laws.

4.19 Tax Matters.

(a) Each Company has filed or caused to be filed all tax returns required to be filed by it and all such tax returns are true, correct and complete in all material respects. Tax returns for TLB, Inc. the year ending May 31, 2012 are on extension and tax return for TLB, P.C. for the year ending December 31, 2011 are on extension. All Taxes due and payable by the Company have been timely and fully paid or properly accrued if not yet due. There are no liens for taxes upon any of the assets of either Company. All taxes required to have been withheld by either Company from amounts owing to any employee, creditor, contractor, consultant or third party have been timely withheld and remitted to the applicable taxing authority (and all related reporting and recordkeeping requirements have been complied with).

(b) Each Company has delivered to or made available to the Purchaser true, correct and complete copies (in all material respects) of all income, payroll and unemployment tax Returns, all property and sales and use tax returns, tax examination reports and statements of deficiencies assessed against, or agreed to with respect to the Company with the Internal Revenue Service or any other tax authority for all years since its inception. No claims have ever been made by a Governmental Authority in a jurisdiction where the Company does not file tax returns that it is or may be subject to taxation by that jurisdiction. To the knowledge of the Seller, neither Company has commenced activities in any jurisdiction which will result in an initial filing of any tax return with respect to taxes imposed by a Governmental Authority that it had not previously been required to file in the tax period immediately preceding the Closing Date. The Company has not requested or obtained any extension of time within which to file any tax return, which tax return has not since been filed.

(c) There are no pending, or to the knowledge of the Seller, anticipated, audits, examinations, investigations or other proceedings in respect of any tax of either Company. No deficiency for any amount of tax has been asserted or assessed by any taxing authority in writing against either Company, which deficiency has not been satisfied by payment, settled or been withdrawn.

(d) The unpaid taxes of either Company did not, as of the date of the financial statement, exceed the reserve for tax liability (rather than any reserve for deferred taxes established to reflect timing differences between book and tax income) set forth on the face of the financial statements (rather than in any notes thereto) and will not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of each Company. Neither Company has incurred any liability for taxes since the Financial Statements other than in the ordinary course of business.

(e) Neither Company has on maintains any nonqualified deferred compensation plans subject to Section 409A of the Internal Revenue Code.

4.20 Employee Benefit Plans. Except as set forth on Schedule 4.20 neither of the Companies has any employee benefit plan that is subject to the Employee Retirement Income Security Act of 1974 as amended ("ERISA"). Schedule 4.20 sets forth the material provisions of any non-ERISA employee benefit plan maintained by either of the Companies.

4.21 Labor and Employment Matters.

(a) Each of the Companies is in compliance with all employment agreements, consulting, independent contractor and other service contracts, severance and separation agreements and bonus, profit sharing and incentive compensation agreements.

(b) Each Company is in compliance with all applicable laws, rules and regulations respecting employment, employment practices, terms and conditions of employment, worker classification, prohibited discrimination, equal employment, fair employment practices, immigration status, employee safety and health, wages and hours (including overtime wages), compensation and hours of work.

4.22 Government Contracts and Subcontracts.

(a) Except as set forth on Schedule 4.22(a), (i) no cost incurred by either Company pertaining to any Government Contract has been questioned or challenged by any Governmental Authority or representative thereof, (ii) all amounts previously charged or at present carried as chargeable by the Company to any Government Contract have been or will be reasonable, allowable and allocable to each such Government Contract, and (iii) no notice has been given of a cost accounting standard noncompliance.

(b) Except as set forth on Schedule 4.22(b), (i) none of the directors, officers or employees of the Company is, or since Company's inception, has been, under administrative, civil or criminal investigation, or has been under indictment by any Governmental Authority or has been the subject of any audit, investigation or action with respect to any alleged irregularity, misstatement or omission arising under or relating to any Government Contract, and (ii) since its formation, the Company has not conducted or initiated any internal investigation or made a voluntary disclosure to any Governmental Authority with respect to any alleged irregularity, misstatement or omission arising under or relating to any Government Contract.

(c) There does not exist and has not existed since December 31, 2009 any irregularity, misstatement or omission arising under or relating to any government contract of either Company that has led or could reasonably be expected to lead to any of the consequences set forth in Section 4.22(b), or any other damage, penalty, assessment, recoupment of payment or disallowance of cost.

(d) There are (i) no outstanding claims other than as set forth on Schedule 4.9 against either Company, either by any Governmental Entity or by any prime contractor, subcontractor, vendor or other Person, arising under or relating to any government contract and, there are no facts or circumstances upon which such a claim may reasonably be based in the future, and (ii) no material disputes between either Company and any governmental authority and there are no facts or circumstances that could reasonably be expected to lead to any such dispute in the future.

(e) Except for claims for payment of fees and purchase prices in the ordinary course of business, neither Company has any interest in any pending claim against any governmental authority or any prime contractor, subcontractor or vendor arising under or relating to any government contract.

(f) Except as set forth on Schedule 4.22(f), no government contract to which either Company is a party is currently, or has been within the two-year period prior to the date of this Agreement, under audit by any governmental authority or any other Person that is a party to such government contract.

(g) Except as set forth on Schedule 4.22(g) neither Company has received any draft or final post award audit report, any draft or final notice of cost disallowance, or any draft or final notice of noncompliance with any cost accounting standard. All information made available or accessible by the Company for any such audit was current, complete and accurate and in compliance in all material respects with applicable regulations and cost accounting standards.

(h) Neither Company has ever been suspended or debarred from bidding on contracts or subcontracts with any governmental authority, nor has any suspension or debarment action been commenced. No valid basis exists for the Company's suspension or debarment from bidding on contracts or subcontracts with any governmental authority.

(i) Neither Company has any disputes pending before a contracting office of, or any current claim pending against, any agency or instrumentality of any governmental authority other than as set forth in Schedule 4.9.

(j) Since December 31, 2009, neither Company has, with respect to any government contract (i) received a cure notice or show cause notice advising the Company that it was in default or would, if it failed to take remedial action, be in default under such government contract or (ii) had such government contract terminated or cancelled.

4.23 Banking Relationships. Schedule 4.23 sets forth (a) a list of each account, lock box or safe deposit box of each Company (including any necessary identifying information), (b) the name of each Person authorized to draw thereon or to have access thereto and the name of each Person or entity, if any, holding powers of attorney with respect thereto and (c) a summary statement of the balances and contents thereof.

4.24 Accounts Receivable.

(a) Schedule 4.24(a) sets forth a list of all Accounts Receivable of the Company existing as of July 31, 2012, separately showing those receivables that as of such date have not yet been billed, and billed receivables that have been outstanding 30 days or less, 31 to 60 days, 61 to 90 days and more than 90 days. Within ten (10) calendar days of the Closing Date, Company will provide Purchaser with an updated list of Accounts Receivable as of the date such list is provided.

(b) Except as set forth on Schedule 3.24(b), each Accounts Receivable that has been billed is and each unbilled Accounts Receivable will be when billed (i) valid and existing and represents monies due for goods sold and delivered and services performed in bona fide commercial transactions, (ii) a legally binding obligation of the account debtor enforceable in accordance with its terms, free and clear of all Liens and not subject to refunds, discounts (other than trade discounts provided in the ordinary course of business), setoffs, adverse claims, counterclaims, assessments, defaults, prepayments, defenses or conditions precedent, (iii) fully collectible, net of any reserve for uncollectible accounts shown on the Financial Statements, and

(iv) since the July 31, 2012, no Accounts Receivable have been written off or sold by the Company.

4.25 Subsidiaries. Neither Company has, and never has had, any subsidiaries. Neither Company does directly or indirectly own or have the right or the obligation to acquire any capital stock or other equity interest in any other corporation, partnership, joint venture or other Person.

4.26 Territorial Restrictions. Neither Company is restricted by any agreement or understanding with any other Person from carrying on its business anywhere in the world.

4.27 Backlog. A true and partial list of all major work in process and work to be performed under existing contracts by either Company is set forth in Schedule 4.27.

4.28 Disclosure. No representation or warranty of Sellers or the Companies in this Agreement or in the Schedules attached hereto contains any untrue statement of a material fact or omits any statement of a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances in which they were made, not misleading.

4.29. Knowledge of Adverse Conditions. To the knowledge of Seller, there are no present or future conditions, state of facts or circumstances which have affected or may in the aggregate have a material adverse effect upon the business or prospects of each of the Companies taken as a whole.

5. ***Purchaser's Covenants.***

5.1. Purchaser covenants to lend Companies an amount equal to the outstanding balance owed SunTrust Bank to be used by the Companies to pay in full the SunTrust loan provided, however, said amount shall not exceed \$85,000.00, and to lend the companies a sufficient amount to pay off any indebtedness to Sandy Springs Bank not to exceed in total \$550,000. The loans by Purchaser shall be secured by a first lien security interest on all of the assets of each Company, except for any existing liens on any Company motor vehicles.

5.2 Purchaser will use reasonable efforts to secure the release of Seller and his wife Elizabeth Brown from any liabilities of the Companies for which either may be liable provided said liabilities have been disclosed on Schedule 5.2. In the event Purchaser is unable to secure the release of a disclosed liability Purchaser shall indemnify and hold harmless any loss or damage sustained by Seller and/or his wife arising from said disclosed liabilities.

5.3 Purchaser will cause Companies to enter into the employment contracts with Seller and Mrs. Brown described on Exhibit D and Exhibit E attached hereto.

6. ***Seller's Covenants.***

6.1 Seller agrees to indemnify Companies and Purchaser from any loss or damage resulting from its failure to disclose any liability of the Companies.

6.2 Seller agrees to execute the Employment Agreement attached hereto as Exhibit D.

7. *Closing.*

Closing shall occur upon the execution of this Agreement by Seller and Purchaser at the offices of Neuberger, Quinn, Gielen, Rubin & Gibber, P.A., One South Street 27th Floor, Baltimore, Maryland 21202.

7.1 at Closing Seller shall deliver or cause to be delivered to Purchaser.

(a) executed Certificate(s) representing the Company Shares, free and clear of all Liens, duly endorsed to Purchaser or accompanied by duly executed stock powers;

(b) Employment Agreements between the Companies and Seller and Elizabeth Brown in the form attached hereto as Exhibits D and E, duly executed by Seller and Elizabeth Brown;

(c) the written resignations, effective immediately after the Closing Date, of each of the directors and officers of each of the Companies;

(d) payoff statements from SunTrust Bank and Sandy Spring Bank to all items of Indebtedness that are required to be paid off at or in connection with the Closing;

(e) all share transfer books, minute books and other corporate records of the Companies (to the extent not previously delivered);

(f) copies, certified by the Secretary of the Company to be true, complete and correct as of the Closing Date, of the Articles of Incorporation of each of the Companies and all amendments thereto, and the Bylaws of each of the Companies and all amendments thereto;

(g) Seller's certificate, dated the Closing Date and sworn to under penalty of perjury, setting forth the name, address and federal tax identification number of such Seller and stating that such Seller is not a "foreign person" within the meaning of Section 1445 of the Code, such certificate to be in the form set forth in the Treasury Regulations thereunder;

7.2 Deliveries of Purchaser at Closing.

At Closing Purchaser shall deliver or cause to be delivered to Seller:

(a) Pradeep shall deliver a cashier's check in the amount of \$50,000 to Seller as payment in full for the TLB, P.C. stock and SALUT shall deliver to Seller an executed Promissory Note in the form attached hereto as Exhibit A in the amount of \$350,000 with said Promissory Note personally guaranteed by Pradeep. Said Promissory Note shall be in full payment of the TLB, Inc. stock;

(b) a certificate of good standing, for the Purchaser, dated within five (5) calendar days or the Closing Date;

(c) Employment Agreements executed with the Companies executed by the Companies with Seller and Elizabeth Brown.

8. *Miscellaneous.*

This Agreement shall be governed by and construed in accordance with, the laws of the State of Maryland. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall not be assignable by any party hereto except with the prior written consent of the other parties. This Agreement and the instruments to be executed and delivered concurrently herewith constitute the entire agreement between the parties hereto with respect to the subject matter hereof, superseding all prior negotiations, correspondence, understandings and agreements, if any, between the parties; no amendment or modification of this Agreement shall be binding on the parties unless made in writing and duly executed by all parties. There are no oral or implied agreements and no oral or implied warranties between the parties hereto other than those expressed herein. Each of the parties hereto agrees to execute, acknowledge, seal and deliver, after the date hereof, such further assurances, instruments and documents and to take such further actions as the other may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

[Signatures contained on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS:

SELLER:

Arundel N. J. P.

THL B
THOMAS L. BROWN

PURCHASER:

SOIL AND LAND USE TECHNOLOGY, INC.

Arundel N. J. P.

By: Prd J. Perera
Pradeep J. Perera, President

Arundel N. J. P.

Prd J. Perera
PRADEEP J. PERERA