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U.S. DEPARTMENT OF LABOR  
PROHIBIT PUBLIC DISCLOSURE  
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E2

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Golden, CO  
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Tel: (303) 232-9800  
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www.e2.com

October 24, 2000

Office of Employee Benefit Security  
Labor-Management Services Administration  
U.S. Department of Labor  
Washington, D.C. 20216

**Offices:**  
California  
Colorado  
New Mexico  
Washington

Re: E2 Consulting Engineers, Inc. Supplemental Income Plan (the "Plan")

Dear Sir or Madam:

Pursuant to Department of Labor Regulations 29 CFR §2520.104-23, E2 Consulting Engineers, Inc. ("Employer") provides the following information in compliance with the alternative method of reporting and disclosure under §110 of Title 1 of the Employee Retirement Income Security Act of 1974 for unfunded plans maintained for a select group of management or highly compensated employees:

1. Name and address of Employer:

E2 Consulting Engineers, Inc.  
1536 Cole Boulevard, Suite 210  
Golden, CO 80401

2. Employer Identification Number: 94-3061417

3. The Employer maintains the Plan primarily to provide supplemental income benefits for a select group of management or highly compensated employees.

4. Number of Plan                      Number of Participants

501

9

Office of Employee Benefit Security

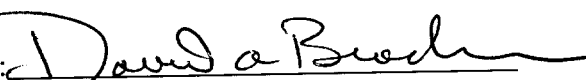
October 24, 2000

Page 2

5. Enclosed is a copy of the Plan and a copy of the resolution of the Employer adopting the plan, in order to demonstrate that this statement was sent to the U.S. Department of Labor within 120 days of the date of adoption of the Plan.

Sincerely,

E2 Consulting Engineers, Inc.

By: 

David Brockman

Title: Executive Vice President

## E2 CONSULTING ENGINEERS, INC.

### SUPPLEMENTAL INCOME PLAN

E2 Consulting Engineers, Inc., incorporated under the laws of the State of California, (hereinafter referred to as the "Company"), hereby establishes the E2 Consulting Engineers, Inc. Supplemental Income Plan (the "Plan") effective as of September 1, 2000. The Company intends to provide, under the Plan, certain of its Key Employees with benefits upon retirement, death, disability or other termination of employment, for the purpose of promoting in its Key Employees the strongest interest in the successful operation of the Company and to induce such employees to remain in the employ of the Company.

#### ARTICLE I

##### Definitions

1.01 Accelerated Distribution shall mean the immediate distribution of the Participant's Benefit Account by reason of the events set forth in Article VII of the Plan.

1.02 Administrative Committee shall mean the committee appointed pursuant to Article VIII of the Plan.

1.03 Adoption Agreement shall mean a written agreement between a Participant and the Company, whereby a Participant agrees to defer a portion of his or her Compensation pursuant to the provisions of the Plan, and the Company agrees to make benefit payments in accordance with the provisions of the Plan.

1.04 Beneficiary shall mean any person, persons or entities designated by a Participant to receive benefits hereunder upon the death of such Participant.

1.05 Benefit Account shall mean the account maintained on the books of the Company for each Participant pursuant to Article VI of the Plan.

1.06 Change of Control shall mean the acquisition of beneficial ownership, after the Effective Date, directly or indirectly, of fifty percent (50%) or more of the voting power of the outstanding common stock of the Company, by any person, group, association, corporation or other entity. The transfer of ownership by any shareholder of Company for estate planning purposes to the members of the shareholder's family or to any entity owned by such shareholder or family, shall not be considered a transfer of Change of Control for purposes of this paragraph.

1.07 Code shall mean the Internal Revenue Code of 1986, as amended.

1.08 Company shall mean E2 Consulting Engineers, Inc., a California corporation and its Subsidiaries and Affiliates, if any.

1.09 Compensation shall mean the total amount of all payments made by the Company to a Participant, including payment of bonus, for services rendered to the Company. Compensation shall not include Participant expense reimbursements, contributions made by the Company under the Plan, payments made by the Company for group insurance, hospitalization and like benefits, or contributions made by the Company under any other employee benefit plan the Company maintains. Any deferred compensation benefit payments under this Plan shall not be deemed salary or other compensation to the Participant eligible for computation of benefits to which they may be entitled under the Section 401(k) Plan, or other qualified retirement plans of the Company for the benefit of its employees. The deferred compensation benefit payments are compensation for all other purposes.

1.10 Deferral Contribution shall mean deferral of Compensation by a Participant as provided in Article III of the Plan.

1.11 Deferral Period shall mean the period of time during which Compensation is being deferred pursuant to Article III of the Plan.

1.12 Deferral Change Date shall mean, for purposes of changing the amount of Deferral Contributions under the Plan, January 1 of each Plan Year.

1.13 Determination Date shall mean the last day of the Plan Year.

1.14 Disability shall mean, for the first two (2) years of the Disability, that the Participant can not substantially perform the duties of the Participant's occupation. After the first two (2) years of Disability, Disability shall mean the Participant can not work at any occupation for which the Participant is fitted by education, training or experience as determined by the Administrative Committee. In addition, Disability shall exist if the Participant has total and permanent loss of sight of both eyes; or has both hands severed at or above the wrist; or has both feet severed at or above the ankle; or has such severance of one hand and one foot. The Participant shall be considered disabled if the aforementioned conditions are caused by sickness or accident; are continuous for at least six (6) months; and begin after the execution of the Adoption Agreement, and is determined to be totally disabled by the insurance carrier under the Company's Long Term Disability Plan. Disability hereunder shall not be deemed to include Disability resulting directly from willfully and intentionally self-inflicted injury.

1.15 Early Retirement shall mean the Participant's Termination of Employment before reaching Normal Retirement Age under the terms and conditions of Early Retirement as provided in Article VII of the Plan.

1.16 Effective Date of this Plan shall be September 1, 2000.

1.17 Hardship shall mean an unforeseen financial emergency suffered by a participant. The financial emergency must be beyond the Participant's control and must be of sufficient magnitude to cause the Participant great hardship if early withdrawal of Participant's benefits were

not allowed or if a change in participant's Stated Deferral was not allowed. Any early withdrawal by reason of Hardship shall be limited to the amount necessary to meet the financial emergency.

1.18 Investment Measurement Options shall mean the investment selections made by the Participant on a request form provided for that purpose by the Administrative Committee. The Committee in its discretion may determine appropriate equity and fixed income investments for all categories of contributions to the Plan. In addition, the Committee in its sole discretion shall determine whether to honor a request by a Participant to select certain investments.

1.19 Key Employees shall mean all employees of the Company who are performing services for the Company, who are designated as Key Employees by the Administrative Committee and approved by the President of Company. A person designated as a Key Employee shall remain so until such designation is revoked by the President, in his sole discretion.

1.20 Normal Retirement Age shall mean age 65.

1.21 Normal Retirement shall mean a Participant's Termination of Employment after reaching Normal Retirement Age.

1.22 Normal Retirement Date shall mean the first day of the month after a Participant attains Normal Retirement Age and actually retires.

1.23 Participant shall mean a Key Employee of the Company who has completed an Adoption Agreement accepted by the Administrative Committee as evidenced by an authorized signature.

1.24 Plan Entry Date shall mean the Effective Date and the first day of each Plan Year.

1.25 Plan Year shall mean the twelve-month period on which the plan records are kept, which shall begin on January 1 and end on December 31 of each Plan Year.

1.26 Service shall mean the period of time from the date of employment by the Company to the date of Normal Retirement or Termination of Employment with the Company.

1.27 Stated Deferral shall mean the amount of Compensation the Participant agrees to defer as designated on the Withholding Request Form.

1.28 Subsidiaries and Affiliates shall mean any corporation or other employer during any period while it is, together with the Company, a member of a controlled group of corporations or an affiliated service group under common control (within the meaning of Section 414(b), (c) or (m) of the Code).

1.29 Successor Company shall mean any company which adopts this Plan for any former employees of Company who become employees of a Successor Company under a plan of reorganization.

1.30 Termination of Employment shall mean the Participant's ceasing to be employed by the Company for any reason whatsoever, voluntary or involuntary.

1.31 Withholding Request Form shall mean a written document signed by the Participant, whereby the Participant states the amount of Deferral Contributions to be made for the Plan Year.

1.32 Year of Service shall mean a twelve (12) consecutive month period beginning on the later of the Effective Date of the Plan or Participant's date of employment with Company, and each anniversary thereof during which Participant is employed on a full-time basis by Company. A Participant with a Disability shall be considered to be employed on a full-time basis by Company for purposes of computing years of service.

## ARTICLE II

### Eligibility and Participation

2.01 Participation. From time to time the Administrative Committee, in its sole discretion, may designate those Key Employees to whom the opportunity to participate in this Plan shall be extended.

2.02 Enrollment Requirements. Key Employees who have been selected by the Administrative Committee to participate in this Plan may enroll in the plan by (a) entering into an Adoption Agreement with the Company, and (b) completing such other forms and furnishing such other information as the Company may reasonably require.

2.03 Enrollment Time Period. A Key Employee must execute an Adoption Agreement within thirty (30) days after adoption of the Plan by the Company. Otherwise, the Key Employee must execute an Adoption Agreement thirty (30) days prior to the Plan Entry Date of the Plan Year in which the Agreement is to be effective.

2.04 Failure of Eligibility. A Participant shall cease to be a Participant at Termination of Employment, or upon revocation by the Administrative Committee of the Participant's status as a Key Employee. A person who ceases to be a Participant during the Deferral Period will have no further right to defer Compensation hereunder. However, the employment of a Participant shall not be deemed to be terminated by reason of an approved leave of absence granted in accordance with uniform rules applied in a non-discriminatory manner by Company.

## ARTICLE III

### Participant Contributions

3.01 Participant Deferral Contributions. Each Participant hereunder may elect a Deferral Contribution of a portion of his or her Compensation earned and payable on or after the

Effective Date of this Plan and before the commencement of the pay period in which the election becomes effective. Deferral Contributions may not be less than 2% nor more than 40% of Compensation.

3.02 Subsequent Deferral Contributions. Subsequent to the initial deferrals provided for in Section 3.01, above, a Participant may from time to time elect to increase or decrease the amount of Compensation deferred in pay periods which commence on or after the next Deferral Change Date which follows such subsequent election.

3.03 Procedure for Deferral. The initial election provided for in Section 3.01 and any subsequent election or elections provided for in Section 3.02 shall be made on the Withholding Request Form provided by the Administrative Committee for that purpose. The amount specified in the election shall be deferred and shall be subtracted from the Compensation otherwise payable to the Participant during the period in which the election is in effect.

3.04 Election to Defer Irrevocable; Exceptions. Except as otherwise provided herein, a Participant's election to defer compensation shall be irrevocable except for changes allowed at each Deferral Change Date. The Administrative Committee, in its sole discretion, upon demonstration of a substantial Hardship by the Participant, may permit subsequent alteration on a date other than such Deferral Change Date of a Participant's deferral election. A request to alter the amount of Compensation deferred shall be submitted by Participant in writing to the Administrative Committee. The application shall set forth in detail the reasons for the requested reduction.

## ARTICLE IV

### Company Contributions

4.01 Company Matching Contributions. The Company may, in its sole discretion, make a matching contribution to each Participant's Benefit Account in an amount determined by Company, in its sole discretion, equal to 0% to 20% of the Participant's Deferral Contributions made to the Plan for each Plan Year.

4.02 Company Discretionary Contributions. For each Plan Year, the Company may, in its sole discretion, make a contribution to each Participant's Benefit Account in a dollar amount to be determined by the Company.

## ARTICLE V

### Unfunded Status and Life Insurance

5.01 Unfunded Status. All benefits payable under this Plan shall be paid as they become due and payable by the Company out of its general assets. In the event the Company, in its sole discretion, decides to fund all or any part of the benefits payable under this Plan with contributions to a separate fund, the Company shall maintain separate accounts for each

Participant to which such contributions are allocated. Nothing contained in this Plan shall be deemed to create a trust of any kind for the benefit of the Participants or create any fiduciary relationship between the Company and the Participants or their Beneficiaries. To the extent that any person acquires a right to receive benefits under this Plan, such rights shall be no greater than the right of any unsecured general creditor of the Company.

5.02 Life Insurance. The Company's obligation under this Plan shall be an unfunded and unsecured promise to pay. The Company shall not be required to fund its obligations, but the Company, in its sole discretion, may apply for and own for its own benefit, insurance on the life of a Participant in such amounts and in such forms as the Company may choose. The Participant shall have no interest whatsoever in any such policy or policies, but at the request of the Company shall submit to medical examinations and shall accurately and truthfully supply such information and execute such documents as may be required by the insurance company or companies to whom the Company has applied for insurance. The Company shall be under no obligation to provide the benefits payable in Article VII of this Plan if the Participant fails to comply with these provisions. Any insurance policy acquired by or held by the Company in connection with the liabilities assumed by it pursuant to the Plan shall not be deemed to be held under any trust for the benefit of the Participant, the Participant's Beneficiary or estate, or to be security for the performance of the obligations of the Company but shall be, and remain, a general, unpledged and unrestricted asset of the Company.

## ARTICLE VI

### Participant Benefit Account And Vesting

6.01 Benefit Account. The Company shall establish a Benefit Account on its books for each Participant, and shall credit to each Participant's Benefit Account the following amounts at the times specified:

(a) Participant Deferral Contributions. The amount of Compensation the Participant elects to defer pursuant to Article III of the Plan, credited as of the month the Participant would otherwise have received the Compensation and reduced by any current Plan Year distributions as of the month the distribution was made. The Company shall deduct from Participant's Compensation any amounts it, in its sole discretion, determines that it is required to withhold under any state or federal law for taxes or other charges;

(b) Company Matching Contributions. The amount of Company Matching Contributions made pursuant to Article IV of the Plan, credited as of the month of contribution;

(c) Company Discretionary Contributions. The amount of Company Discretionary Contributions made pursuant to Article IV of the Plan, credited as of the month of contribution; and

(d) Earnings Credited. As of each Determination Date, the earnings for each Benefit Account for the current Plan Year shall be credited. The earnings shall be accrued monthly and

compounded annually based upon the income and unrealized gain or loss of the Investment Measurement Options selected by the Participant for the Plan Year (the "Earnings").

A Participant's Benefit Account shall be utilized solely as a device for the measurement and determination of the amounts to be paid to the Participant pursuant to this Plan. A Participant's Benefit Account shall not constitute or be treated as a trust fund of any kind. All benefits payable under this Plan shall be paid as they become due and payable by the Company out of its general assets.

6.02 Account Balance. Each Participant's account balance as of each Determination Date shall consist of the balance of the Participant's Benefit Account as of the immediately preceding Determination Date plus the amounts required to be credited to such account by the Company pursuant to Section 6.01 less the amount of all distributions, if any, made from such Benefit Account since the immediately preceding Determination Date.

6.03 Statement of Account. The Administrative Committee shall provide to each Participant, within 120 days after the close of each Plan Year, a statement in such form as the Administrative Committee deems desirable setting forth the balance to the credit of such Participant in his Benefit Account as of the last day of the preceding calendar year.

6.04 Vesting of Benefit Account. Contributions made to this Plan shall be vested as follows:

(a) Participant Contributions. Participant Deferral Contributions, including all earnings thereon, shall be 100% nonforfeitable at all times.

(b) Company Contributions. The vesting of Company Matching Contributions and Company Discretionary Contributions shall be determined as specified in each Participant's Adoption Agreement. All Company contributions are 100% nonforfeitable in the event of Participant death, Disability or attainment of Normal Retirement Age.

6.05 Forfeiture by Reason of Misconduct. Notwithstanding any other provision of the Plan, the Administrative Committee, at the direction of the Board of Directors of Company, shall direct that the portion of a Participant's Benefit Account consisting of Company Matching Contributions and Company Discretionary Contributions be forfeited to the extent of any direct financial loss to Company that the Board of Directors of Company has determined has been caused by the Participant's embezzlement, theft, conviction of any felony crime or other gross misconduct.

## ARTICLE VII

### Payment of Benefits

7.01 Benefit Payments Upon Termination of Employment. Upon a Participant's Termination of Employment, including by reason of Disability or after attaining Normal Retirement Age (but excluding death), the Participant shall receive a benefit based upon the vested portion of the Participant's Benefit Account. The Benefit Account shall be increased by its

Earnings from the immediately preceding Determination Date to the date of termination of employment (the "Adjusted Benefit Account"). The form, timing and term of the benefit shall be selected by the Participant in his or her Adoption Agreement.

7.02 Survivor Benefit Before Termination of Employment. If a Participant dies before commencement of benefits while this Plan is in force and before Termination of Employment, the Participant's designated Beneficiary shall receive a survivor benefit. The form and terms of payment of the benefit shall be specified in the Participant's Adoption Agreement.

7.03 Survivor Benefit After Commencement of Payments. If a Participant dies while receiving benefits herein described but before receiving all payments he or she is entitled to receive under the Adoption Agreement, the balance of such monthly payments shall be paid to the Participant's Beneficiary, and the estate of such Beneficiary if the Beneficiary dies before receiving all payments.

7.04 Hardship Distribution. The Plan does not provide for a Hardship distribution prior to a Participant's Termination of Employment.

7.05 Benefit Payments Upon Early Retirement. Participant shall receive an Early Retirement benefit prior to attaining Normal Retirement Age provided Participant has given Company in writing a notice of his or her Early Retirement date at least one (1) year prior to such date. The Company may, in its sole discretion, waive the one (1) year notice period. The Early Retirement benefit shall be based upon the vested portion of the Participant's Adjusted Benefit Account. The form, timing and term of the benefit shall be selected by the Participant in his or her Adoption Agreement.

7.06 Employment by a Successor Company. If the Participant terminates employment with the Company under a plan of reorganization in which the Participant is employed by a Successor Company, the Participant will be eligible for all accrued benefits under the Plan measured as of the date of such reorganization.

7.07 Recipients of Payments: Designation of Beneficiary. All payment to be made by the Company shall be made to the Participant, if living. In the event of a Participant's death prior to the receipt of all benefit payments, all subsequent payments to be made under the Plan shall be to the Beneficiary or Beneficiaries of the Participant. Each Participant shall file in writing with the Company a designation of Beneficiary and contingent Beneficiary to whom the Participant's interest under the Plan shall be paid in the event of death. Such designation may be changed by the Participant at any time and without the consent of any previously designated Beneficiary. In the absence of an effective Beneficiary designation as to any portion of a Participant's interest under the Plan or if the Beneficiary cannot be located, such amount shall be paid to the Participant's personal representative. If the Company believes that none has been appointed within six months after the Participant's death, the Company may direct that such amount shall not be paid until a personal representative has been appointed or may direct that such amount be paid to the Participant's surviving spouse, or if there is none, to the Participant's surviving children and issue of deceased children by right of representation, or if there be none, the Participant's

surviving parents and if none, according to the laws of descent and distribution of the State of Colorado.

In the event a benefit is payable to a minor or person declared incompetent or incapable of handling the disposition of his or her property, the Administrative Committee may pay such benefit to the guardian, legal representative or person having the care or custody of such minor, incompetent or incapable person. The Administrative Committee may require proof of incompetency, minority guardianship as it may deem appropriate prior to distribution of the benefit. Such distribution shall completely discharge the Company from all liability with respect to such benefit.

7.08 Accelerated Distributions of Benefit Payments. Upon the occurrence of one or more events set forth in this paragraph 7.08 (referred to as "Trigger Events"), the Adjusted Benefit Account of each Participant, in lump sum form, shall be payable by Company to Participant within ninety (90) days after the Trigger Event is deemed to have occurred by the Administrative Committee, or as soon thereafter as is administratively practicable. Such Trigger Events shall mean the following:

(a) Change of Control. A change in the ownership of Company as provided in Section 1.06 of the Plan;

(b) Consecutive Losses of Net Income. Three consecutive Company fiscal year quarters in which the net income of Company shows a loss of \$200,000 or more. The "net income" of Company, as used herein, shall be determined by Company's profit and loss statement prepared in accordance with generally accepted accounting principals by the firm of accountants regularly employed by Company, which determination shall be binding upon Company and Plan Participants. If necessary, the "net income" shall be adjusted to take into account non-operational changes in Company shareholder loans that would otherwise affect the operational definition of Company "net income" by reason of the "S corporation" status of Company, as provided in §1361 of the Code;

(c) Loss of Major Contracts. Company sustains the loss of two major contracts in any rolling 12-month consecutive period which result in the termination of employment of 65% or more of all Company employees by reason of the loss of such contracts. The Administrative Committee, in its sole discretion, may extend the aforesaid 12-month period an additional period of time, not to exceed 90 days, in the event the Administrative Committee has reasonable grounds to believe such Trigger Event will not occur if the extension of time is granted; and

(d) Lack of Growth in Company Business. Company shall have a lack of growth in business if during a rolling 24-month period Company does not receive a new contract of at least 12 months duration with payment of gross revenue to Company of \$1,000,000 or more. The Administrative Committee, in its sole discretion, may extend the aforesaid 24-month period an additional period of time, not to exceed 90 days, in the event the Administrative

Committee has reasonable grounds to believe such Trigger Event will not occur if the extension of time is granted.

## ARTICLE VIII

### Administration

8.01 Administrative Committee. The Plan shall be administered, interpreted and enforced by the Administrative Committee in accordance with its terms and purposes. The Administrative Committee shall be appointed by an officer of the Company and shall consist of three (3) or more persons to act on behalf of the Company. Interpretation by the Administrative Committee shall be final and binding upon a Participant except for the procedure set forth in Section 8.03. No further appeal from a decision on review shall be permitted. The Administrative Committee shall select the participating Key Employees and determine the assumptions to be used in computing benefits under the Plan. The Administrative Committee may adopt rules and regulations relating to the Plan as it may deem necessary or advisable for the administration of the Plan. No member of the Committee may act, vote or otherwise influence a decision of the Committee specifically relating to his or her own participation in the Plan. In the administration of this Plan, the Committee may, from time to time, employ agents and delegate to them such administrative duties as it sees fit and may, from time to time, consult with counsel who may be counsel to the Participant.

8.02 Committee Procedure. All determination of the Committee shall be made by not less than a majority of its members present at the meeting at which a quorum is present. A majority of the entire Committee shall constitute a quorum for the transaction of business. Any action required or permitted to be taken at a meeting of the Committee may be taken without a meeting, if a unanimous written consent which sets forth the action is signed by each member of the Committee and filed with the minutes of proceedings of the Committee. Service on the Committee shall constitute services as a director of the Company so that members of the Committee shall be entitled to indemnification and reimbursement for their services as members of the Committee to the same extent as for services as directors of the Company.

### 8.03 Claim Procedures.

(a) All claims shall be filed in writing by the Participant, his or her Beneficiary or the authorized representative of the claimant, by completing such procedures as the Administrative Committee shall require. Such procedures shall be reasonable and may include the completion of forms and the submission of documents and additional information.

(b) If a claim is denied, notice of denial shall be furnished by the Administrative Committee to the claimant within ninety (90) days after the receipt of the claim by the Administrative Committee, unless special circumstances require an extension of time for processing the claim, in which event notification of the extension shall be provided to the Participant or Beneficiary and the extension shall not exceed ninety (90) days.

(c) The Administrative Committee shall provide adequate notice, in writing, to any claimant whose claim has been denied, setting forth the specific reasons for such denial, specific reference to pertinent Plan provisions, a description of any additional material or information necessary for the claimant to perfect his or her claim and an explanation of why such material or information is necessary, all written in a manner calculated to be understood by the claimant. Such notice shall include appropriate information as to the steps to be taken if the claimant wishes to submit his or her claim for further review. The claimant or the claimant's authorized representative must request such review within a reasonable period of time prescribed by the Administrative Committee. In no event shall such period of time be less than sixty (60) days. A decision on review shall be made not later than sixty (60) days after the Company's receipt of the request for review. If special circumstances require a further extension of time for processing, a decision shall be rendered not later than one hundred twenty (120) days following the Company's receipt of the request for review. If such an extension of time for review is required, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. The decision on review shall be furnished to the claimant. Such decision shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, as well as specific references to pertinent Plan provisions on which the decision is based.

## ARTICLE IX

### Miscellaneous

9.01 Employment Not Guaranteed by Plan. Neither the Plan nor any action taken hereunder shall be construed as giving a Participant the right to be retained as a Key Employee or as an employee of the Company for any period.

9.02 Amendment and Termination. The Company may, at any time, amend or terminate the Plan, provided that the Company may not reduce or modify the vested portion of any benefit or any benefit being paid to a Participant or Beneficiary prior to such amendment or termination. Furthermore, if the Company terminates the Plan, the Company shall return to the Participant the amount of all vested Participant and Company contributions and Earnings on such amounts. A Successor Company under a plan of reorganization may adopt the Plan for Participants employed by the Successor Company. With the approval of the Board of Directors of the Company, all assets and liabilities may be transferred to the Successor Company for Participants employed by the Successor Company.

9.03 Merger/Direct Transfer. The Plan may enter into merger agreements or direct transfer of assets agreements with the representatives of other deferred compensation or supplemental income plans, and accept the direct transfer of plan assets, or transfer plan assets, as a party to any such agreement

9.04 Assignment of Benefits. No Participant or Beneficiary shall have the right to assign, transfer, hypothecate, encumber or anticipate his or her interest in any benefits under this Plan, nor shall the benefits under this Plan be subject to any legal process to levy upon or attach

ACCEPTED by the Company on the 23 day of August, 2000.

COMPANY:

E2 Consulting Engineers, Inc.

By: [Signature]  
Title: President

ATTEST:

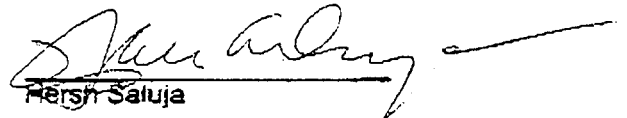
[Signature]  
Secretary

MINUTES OF ACTION  
OF  
THE BOARD OF DIRECTORS  
FOR  
E2 CONSULTING ENGINEERS INC.

Pursuant to the California Business Corporation Act, the undersigned, being all of the directors of E2 Consulting Engineers, Inc., a California Corporation (the "Company"), hereby consent to and take the following actions without a meeting:

1. The Company hereby adopts the E2 Consulting Engineers, Inc. Deferred Compensation Plan (the "Plan"), effective as of the 1<sup>st</sup> day of September, 2000. The appropriate officers of the Company are authorized and directed to execute all necessary documents to adopt the Plan.
2. The officers of the Company are authorized and directed to forward a copy of the Plan and this Resolution to the U.S. Department of Labor within 120 days of the date of adoption of the Plan.
3. The officers of the Company are authorized to purchase life insurance and other funding vehicles, if any, in order to assist the Company in funding its obligations under the Plan.
4. Dave Brockman, Hersh Saluja, and Shannon Rush are hereby appointed as the Administrative Committee of the Plan.
5. The Administrative Committee of the Plan is authorized to select the employees of the Company that shall participate in the Plan, with the approval of the President of the Company.
6. The officers of the Company are authorized to execute appropriate adoption agreements for those employees selected to participate in the Plan.

Executed: August 23, 2000

  
Hersh Saluja

\_\_\_\_\_  
David Brockman

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William Weisberg

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Art Pennington

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Lee Watkins

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Richard Kell

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Gerald Harvey

\_\_\_\_\_  
Wynn Harding

MINUTES OF ACTION  
OF  
THE BOARD OF DIRECTORS  
FOR  
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Executed: August 23, 2000

\_\_\_\_\_  
Hersh Saluja

  
\_\_\_\_\_  
David Brockman

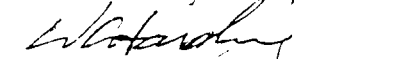
\_\_\_\_\_  
William Weisberg

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Art Pennington

\_\_\_\_\_  
Lee Watkins

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Richard Kell

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Gerald Harvey

  
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Wynn Harding

MINUTES OF ACTION  
OF  
THE BOARD OF DIRECTORS  
FOR  
E2 CONSULTING ENGINEERS INC.

Pursuant to the California Business Corporation Act, the undersigned, being all of the directors of E2 Consulting Engineers, Inc., a California Corporation (the "Company"), hereby consent to and take the following actions without a meeting:

1. The Company hereby adopts the E2 Consulting Engineers, Inc. Deferred Compensation Plan (the "Plan"), effective as of the 1<sup>st</sup> day of September, 2000. The appropriate officers of the Company are authorized and directed to execute all necessary documents to adopt the Plan.
2. The officers of the Company are authorized and directed to forward a copy of the Plan and this Resolution to the U.S. Department of Labor within 120 days of the date of adoption of the Plan.
3. The officers of the Company are authorized to purchase life insurance and other funding vehicles, if any, in order to assist the Company in funding its obligations under the Plan.
4. Dave Brockman, Hersh Saluja, and Shannon Rush are hereby appointed as the Administrative Committee of the Plan.
5. The Administrative Committee of the Plan is authorized to select the employees of the Company that shall participate in the Plan, with the approval of the President of the Company.
6. The officers of the Company are authorized to execute appropriate adoption agreements for those employees selected to participate in the Plan.

Executed: August 23, 2000

Hersh Saluja

David Brockman

William Weisberg

Art Pennington

Lee Watkins

Richard Kell

Gerald Harvey

Wynn Harding

MINUTES OF ACTION  
OF  
THE BOARD OF DIRECTORS  
FOR  
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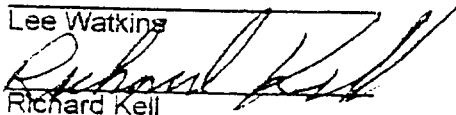
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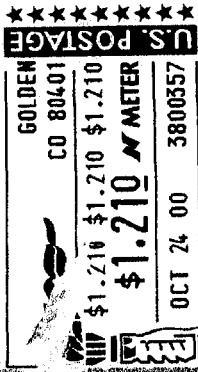
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**E2 Consulting Engineers, Inc.**  
1536 Cole Boulevard, Suite 220  
Golden, CO 80401-3413  
(303) 232-9800



Office of Employee Benefit Security  
Labor-Management Services Admin.  
U.S. Department of Labor  
Washington D.C. 20216

Excellence in Engineering

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