

Exhibit B

Michael Grassmueck
CONTACT
503-294-9928
PHONE
503-294-7961
FAX

James G. Murphy Inc.

Commercial / Industrial / Real Estate Auctioneers
Appraisals • Liquidations
P.O. Box 82160 • 18226 - 68th Ave. N.E.
Kenmore, Washington 98028
(425) 486-1246

AUCTIONEER ENGAGEMENT AGREEMENT

THIS AUCTIONEER ENGAGEMENT AGREEMENT ("Agreement") made and entered into on September 26, 2007, between the JAMES G. MURPHY CO., INC., of Kenmore, Washington, ("Auctioneer"), and Michael Grassmueck, Receiver of Global Online, whose address is The Grassmueck Group, PO. Box 5248, Portland, OR 97208 ("Seller").

1. **Engagement of Auctioneer; Acceptance of Engagement; Discretion of Auctioneer as to Conduct of Sale; No Reserve or Guaranteed Prices.** Seller hereby engages the Auctioneer to sell at public auction the goods generally described as all assets of Global Online

(itemized description of which shall be set forth on a schedule of property to be sold, which schedule shall be prepared by Auctioneer in due course). The Auctioneer accepts such engagement and agrees to sell the goods at auction in accordance with this Agreement. All aspects of the auction, including preparation, advertising, determination of lots, conduct of the sale including all terms of sale, determination of qualification of bidders, and completion of all matters relating to the auction, shall be solely within the discretion and control of the Auctioneer. Auctioneer shall have the right to take all appropriate actions, in its discretion, to prepare the goods for auction, including, without limitation, testing, cleaning, improving, reconditioning, moving and combining or dividing lots; and any expenses incurred in such efforts shall be reimbursed to Auctioneer in accordance with paragraph 3 hereof. Seller understands that there are no minimum or reserve prices on goods sold pursuant to this Agreement, and further, that Auctioneer will not guarantee any selling price.

2. **Sale Location.** The sale is to be held at the premises of the Seller located at to be determined (Union, OR) ("Sale Premises"). Seller agrees to furnish the Sale Premises (including necessities related thereto, such as power, water, ordinary conveniences, and reasonable access) to Auctioneer rent-free for such period as is necessary to prepare, conduct and complete the auction.

3. **Auctioneer's Compensation and Reimbursement for Expenses; Means of Payment.**

(a) The Seller shall pay to the Auctioneer as compensation for services to be rendered herein, 10 % BUYER'S PREMIUM

(b) In addition, the Seller agrees to reimburse the Auctioneer for all expenses incurred by the Auctioneer incident and necessary to prepare, to conduct, and to finalize the auction sale, including by way of example, and not by way of limitation, expenses of: advertising, labor, cataloging, checkout, transport; and UCC research and compliance expenditures, and collection costs, and attorney fees related to those of similar matters. A statement of itemized expenses shall be furnished by the Auctioneer to the Seller in the final statement. All the foregoing expenses shall not exceed \$as required, provided, that the following categories of expenses are not included within this limitation: utilities, including garbage; repairs; credit card discounts; rent; personal property taxes; and UCC research and compliance expenditures, and collection costs, and attorney fees related to those of similar matters.

(c) At the completion of the auction, the Auctioneer shall furnish to the Seller a complete list of all goods sold together with the sale prices obtained for each lot. After deducting from the gross proceeds the amounts due Auctioneer pursuant to this Agreement (as both compensation and reimbursable expenses), and after paying (or withholding in amount sufficient for payment to) other parties, including lienors, as may be required by law or pursuant to the terms of this Agreement or other agreements between Auctioneer and Seller, Auctioneer shall pay to the Seller the net proceeds, and payment shall be not later than 21 days after the sale date.

4. **Seller's Title to Goods.** Seller warrants that Seller has full authority to sell all goods identified on the Schedule of Property to be Sold; and further, that Seller will make all necessary documents of title available a minimum of three working days prior to scheduled date of auction. Seller warrants that its title to goods is free and clear of liens, with only those exceptions as Seller shall disclose in writing to Auctioneer. Seller authorizes Auctioneer to pay lienors (including governmental lienors), before paying net proceeds to Seller.

5. **No Prior Transfer of Property.** The Seller agrees not to sell or in any manner dispose of any of the property prior to auction. If any of the property is sold, the proceeds received by the Seller shall be included in the gross proceeds of the auction.

6. **Auctioneer's Right to Re-auction Unsold Goods.** In the event the Auctioneer is unable to sell any item(s), the Auctioneer reserves the right to re-auction such item(s) within a reasonable time after the auction specified herein.

7. **Agency of Auctioneer; Bills of Sale.** Auctioneer is hereby engaged by the Seller as the agent of the Seller for purposes related to the subject auction. The Auctioneer shall have authority to execute bills of sale to purchasers at the auction, and to receive, demand, and collect sale proceeds.

8. **Risk of Loss.** Seller assumes all risk of loss to goods until risk of loss passes to buyer. Auctioneer will not be held responsible for fire, theft, vandalism, or other losses. Seller shall, at Seller's sole expense, keep articles insured until risk of loss passes to buyer and, at Auctioneer's request, shall provide the Auctioneer with proof of insurance sufficient in coverage.

9. **No Hidden Defects.** Seller warrants to Auctioneer, solely for the protection of Auctioneer, that there are no known hidden defects in the goods listed in the Schedule of Property to be Sold, with any exceptions being noted in writing and directed to Auctioneer a minimum of three working days prior to the scheduled date of auction.

10. **Hazardous Materials.** The Seller shall also assume, and shall indemnify Auctioneer from, all risk and all liability (including costs, expenses, fines, liabilities, and clean up obligations) which may arise from the failure of any of the items sold or to be sold at auction to comply with any federal, state or local law, statute or regulatory agency regulations and requirements, including but not limited to requirements relating to environmental pollutants. The Seller shall pay all direct and indirect costs for the clean up and removal of such items and any other cost that may be incurred due to the existence of environmental pollutants either on or in the items sold or on the premises of the auction.

11. **Collection of Sales Tax.** Auctioneer agrees to collect sales tax as required under state law and remit such sales tax to the state.

12. **Seller's Indemnification of Auctioneer.** Seller completely will indemnify and hold harmless Auctioneer from any loss, casualty, or liability (including all attorneys fees, costs, expenses, settlements, and judgments) incurred by or threatened against Auctioneer by any third party (including governmental parties), from any claim (whether or not suit is actually filed), on any grounds not the fault of Auctioneer, including, without limitation, the following instances:

- (a) Injury occurring upon the Sale Premises;
- (b) Claims asserting defects in Seller's title, or in Seller's right to consign for auction, any goods sold or to be sold;
- (c) Injury (including environmental injury or damage) resulting from any goods auctioned;
- (d) Claims caused by any breach of this Agreement by Seller.

Seller authorizes the Auctioneer to withhold net auction proceeds in amount and for such duration as is reasonably necessary to assure Auctioneer of indemnification hereunder; however, the Seller's obligation to indemnify shall not be limited to the amount of such net proceeds withheld, if any.

13. **Auctioneer's Right to Attorneys Fees and Expenses.** Seller will reimburse to Auctioneer any and all attorneys fees, and related expenses and costs (whether or not suit is filed) incurred by Auctioneer for any of the following reasons:

- (a) To enforce any term of this Agreement;
- (b) To determine or to cause the determination of conflicting or uncertain claims by third parties to the auction proceeds, whether by negotiation, arbitration, or commencement of suit (including interpleader action).

Seller authorizes Auctioneer to deduct from the auction proceeds any and all amounts necessary to reimburse Auctioneer for attorneys fees, costs and expenses hereunder; however, the Seller's obligation to reimburse hereunder shall not be limited to the amount of such net proceeds withheld, if any.

14. **Auctioneer's Rights Upon Conflicting Claims to Net Proceeds.** In the case of conflicting or uncertain claims (including Seller's and/or Auctioneer's own claims) to the proceeds, Seller acknowledges Auctioneer's right, and Seller hereby authorizes Auctioneer, to obtain determination of those claims (including filing of suit for interpleader), for the protection and release of Auctioneer from any further liability in regards to the proceeds. In any case of where Auctioneer shall interplead the disputed proceeds, Auctioneer shall be entitled to deduct in the ordinary course from the proceeds all commissions, expenses and indemnification amounts to which the Auctioneer is entitled under this Agreement, and before the net proceeds are interpleaded.

15. **Integration Clause.** There are no representations, agreements or conditions relating to the subject matter hereof other than as expressly set forth in this contract which contains the entire agreement between the parties. The Seller acknowledges that no oral representations or warranties have been made by Auctioneer or by any of Auctioneer's agents or employees. No amendment or modification of the terms hereof shall be effective except in writing, and signed by both Auctioneer and Seller.

16. **Jurisdiction and Venue; Choice of Law.** Seller agrees to submit irrevocably, at Auctioneer's election, to the jurisdiction and venue of the Superior Court of the State of Washington for King County or Snohomish County (in which case Seller waives any right of removal, if any) or to the jurisdiction and venue of the United States District Court for the Western District of Washington in any action concerning in any way this Agreement. This Agreement shall be governed by the laws of the State of Washington.

AUCTIONEER

SELLER

James G. Murphy Co., Inc.

By _____

By _____

Title _____

Title _____

Date _____

Date _____