

**HOUSEHOLD GOODS CARRIER
PERMIT APPLICATION**



Type of Household Goods Authority Requested – Check one	Fee Required
<input type="checkbox"/> Emergency temporary authority (to meet an urgent need for up to thirty days) - Complete pages 1 - 5 and Attachment E	\$ 50
<input type="checkbox"/> Temporary authority (to meet a short-term need) – Complete pages 1 - 5 and Attachment A	\$ 250
<input type="checkbox"/> Permanent authority (at least six months must be served on a temporary provisional basis) – Complete pages 1 - 5 and Attachment A	\$ 550
<input type="checkbox"/> Permanent authority to transfer or acquire control resulting in a change in ownership or controlling interest (at least six months must be served on a temporary provisional basis) – Complete pages 1 - 5 and Attachment B	\$ 550
<input checked="" type="checkbox"/> Permanent authority to transfer or acquire control under the exceptions in WAC 480-15-260 – Complete pages 1 - 5 and Attachments B & C	\$ 250
<input type="checkbox"/> Reinstatement of permit (must be filed within 30 or 60 days of cancellation, depending on criteria set forth in WAC 480-15-460) – Complete pages 1 - 2 and include a statement justifying the reinstatement	\$ 250
<input type="checkbox"/> Name Change – Complete page 1 and Attachment D	\$ 35
<input type="checkbox"/> Extension of authority – Complete pages 1 - 5 and Attachment A	\$ 550

TYPE OF PAYMENT

Check
 Money Order
 Amex
 Discover
 Mastercard
 Visa

Expiration Date: 10/2005 Amount: 250.00 ~~#148440~~

CERTIFICATION: I, the undersigned, under penalty for false statement, certify that the following information is true and correct, that I am authorized to execute and file this document on behalf of the applicant, and that all information on file is current and valid.

Name (printed): Bill Naubert Date: 9-22-04
 Signature: Bill Naubert Title: Vice President

FOR OFFICIAL USE ONLY

Date Filed: <u>9/28/04</u>	Application #: <u>P79311</u>	Motcar: <u>24182</u>	Permit Issued: HG-
Staff Assigned: <u>[Signature]</u>	Insurance: <u>[Signature]</u>	Inspection:	DOL/SOS: <u>[Signature]</u>
Reception #: <u>111-0268-207-02</u>	<u>250.00</u>	<u>111-0268-202-01</u>	<u>111-0268-013-20</u>

0008558

TV-050059

BUSINESS INFORMATION

Name of Applicant Allwest Transportation, Inc
(must be individual, partners of a partnership, or corporation)

Trade Name, if applicable _____

Physical Address _____

Mailing Address _____

Telephone Number () _____ Fax Number () _____

UBI # _____ Email: _____

TYPE OF BUSINESS STRUCTURE

- Individual Partnership Corporation Other _____
(LP, LLP, LLC)

List the name, title, and percentage of partner's share or stock distribution for major stockholders:

Name	Title	Stock Distribution or Percentage of Shares
Mark Naubert	President	53%
Harry W Naubert III	V.P	47%

Choose one of the following for the territory in which you wish to operate:

- All counties in the State of Washington
 The following named counties only: _____

Describe the services you wish to provide. Explain how your services will enhance customer choice, promote competition, or fill an unmet need for service: moving of household goods in the state of Washington, general commodities (excluding hazardous materials and armored car services)

Briefly describe your experience in the transportation/household goods moving industry: Operating as a HHG moving company incorporated under current name in 1991.

BUSINESS INFORMATION

Name of Applicant Allwest Transportation, Inc
(must be individual, partners of a partnership, or corporation)

Trade Name, if applicable _____

Physical Address 2950 26th Ave S.W.

Mailing Address Tumwater WA 98512

Telephone Number (360) 943-4590 Fax Number (360) 943-5606

UBI # 601-331-470 Email: N/A

TYPE OF BUSINESS STRUCTURE

- Individual
- Partnership
- Corporation
- Other _____
(LP, LLP, LLC)

List the name, title, and percentage of partner's share or stock distribution for major stockholders:

Name	Title	Stock Distribution or Percentage of Shares
<u>Mark Naubert</u>	<u>President</u>	<u>53%</u>
<u>Harry W Naubert III</u>	<u>V.P</u>	<u>47%</u>

Choose one of the following for the territory in which you wish to operate:

- All counties in the State of Washington
- The following named counties only: _____

Describe the services you wish to provide. Explain how your services will enhance customer choice, promote competition, or fill an unmet need for service: moving of household goods in the State of Washington. General commodities (excluding hazardous material and armored car services)

Briefly describe your experience in the transportation/household goods moving industry: Operating as a HHG moving company incorporated under current name in 1991.

Do you currently hold, or have you ever held, a permit to operate as a motor carrier of property?
 No Yes If yes, please indicate your permit number: HG026138

Have you ever applied for and been denied a permit to operate as a motor carrier of property?
 No Yes If yes, please explain: _____

Do you currently operate interstate? No Yes If yes, please indicate your:
 DOT# _____ MC# _____ Single State Registration Base State _____

Do you operate interstate as an agent of another company? No Yes If yes, what is the name of the company? Bekins Van Lines

Do you have, or have you ever had a business related legal proceeding against you in Washington, or in any other state? No Yes If yes, please explain: _____

Have you ever been convicted of a Class A or B Felony? No Yes If yes, please explain: _____

Have you been cited for violation of state laws or Commission rules? No Yes If yes, please explain: _____

FINANCIAL STATEMENT *See attachment*

You may attach a Balance Sheet, Profit and Loss Statement, or business plan if available

ASSETS		LIABILITIES	
Cash in Bank	\$	Salaries/Wages Payable	\$
Notes Receivable	\$	Accounts Payable	\$
Accounts Receivable	\$	Notes Payable	\$
Investments	\$	Mortgages Payable	\$
Other Current Assets	\$	Other	\$
Prepaid Expenses	\$	TOTAL LIABILITIES	\$
Land and Buildings	\$	NET WORTH	
Trucks and Trailers	\$	Preferred Stock	\$
Office Furniture	\$	Common Stock	\$
Other Equipment	\$	Retained Earnings	\$
Other Assets	\$	Capital	\$
TOTAL ASSETS	\$	TOTAL LIABILITIES & NET WORTH	\$

EQUIPMENT LIST

Describe the equipment that will be used (attach additional sheets if necessary). Vehicles must pass inspection and be issued a valid Commercial Vehicle Safety Alliance inspection decal before your application may be granted.

Year	Make	License Number	Vehicle ID Number	Gross Vehicle Weight

SAFETY AND OPERATIONS

In each of the categories shown below, list the person and position responsible for understanding and complying with the Federal Motor Carrier Safety Regulations (FMCSR) and Washington State Laws and rules. Please refer to the WAC rules, Fact Sheets, and publication "Your Guide to Achieving a Satisfactory Safety Rating" for assistance with requirements that may apply to your specific operations.

SAFETY RESPONSIBILITIES

COMMERCIAL DRIVERS LICENSE (CDL) REQUIREMENTS (Title 49, Code of Federal Regulations Part 383) Any driver who operates a vehicle that meets the definition of a commercial motor vehicle must have a valid CDL.

Name:	Position:
-------	-----------

DRIVER QUALIFICATION REQUIREMENTS (Title 49, Code of Federal Regulations Part 391) Driver's must meet minimum qualification requirements and each company must maintain driver qualification files for each driver.

Name:	Position:
-------	-----------

DRIVERS HOURS OF SERVICE (Title 49, Code of Federal Regulations Part 395) Drivers must maintain logs and each company must maintain true and accurate hours of service records for each driver.

Name:	Position:
-------	-----------

CONTROLLED SUBSTANCES AND ALCOHOL TESTING (Title 49, Code of Federal Regulations Part 382 & Part 40) Any person who drives a commercial motor vehicle requiring a CDL must be in a Controlled Substance and Alcohol Testing program that complies with the FMCSR in 49 CFR Part 382 and 49 CFR Part 40.

Name:	Position:
-------	-----------

Each company will have in place a system for complying with FMCSR governing alcohol and controlled substances testing requirement (49 CFR Part 382 and 49 CFR Part 40)

VEHICLE INSPECTION, REPAIR, AND MAINTENANCE (Title 49, Code of Federal Regulations Part 396) Companies must ensure that each motor vehicle operated is regularly inspected, repaired, and maintained.

Name:	Position:
-------	-----------

INSURANCE REQUIREMENTS (WAC 480-15-530) All companies must file and maintain proof of public liability and property damage insurance covering vehicles operated. (\$300,000 minimum coverage for vehicles under 10,000 pounds GVWR and \$750,000 minimum coverage for vehicles 10,000 pounds GVWR or more)

Name: <i>Harry W Naubert III</i>	Position: <i>Vice President</i>
----------------------------------	---------------------------------

CARGO INSURANCE REQUIREMENTS (WAC 480-15-550) All companies must maintain cargo insurance coverage. (\$10,000 for household goods transported in motor vehicles under 10,000 pounds GVWR and \$20,000 for vehicles 10,000 pounds GVWR or more)

Name:	Position:
-------	-----------

* EQUIPMENT LIST

Describe the equipment that will be used (attach additional sheets if necessary). Vehicles must pass inspection and be issued a valid Commercial Vehicle Safety Alliance inspection decal before your application may be granted.

Year	Make	License Number	Vehicle ID Number	Gross Vehicle Weight
	Attached			

* SAFETY AND OPERATIONS

In each of the categories shown below, list the person and position responsible for understanding and complying with the Federal Motor Carrier Safety Regulations (FMCSR) and Washington State Laws and rules. Please refer to the WAC rules, Fact Sheets, and publication "Your Guide to Achieving a Satisfactory Safety Rating" for assistance with requirements that may apply to your specific operations.

* SAFETY RESPONSIBILITIES

COMMERCIAL DRIVERS LICENSE (CDL) REQUIREMENTS (Title 49, Code of Federal Regulations Part 383) Any driver who operates a vehicle that meets the definition of a commercial motor vehicle must have a valid CDL.

Name: Pete Mendiola Position: General Manager

DRIVER QUALIFICATION REQUIREMENTS (Title 49, Code of Federal Regulations Part 391) Driver's must meet minimum qualification requirements and each company must maintain driver qualification files for each driver.

Name: Pete Mendiola Position: G.M.

DRIVERS HOURS OF SERVICE (Title 49, Code of Federal Regulations Part 395) Drivers must maintain logs and each company must maintain true and accurate hours of service records for each driver.

Name: Pete Mendiola Position: G.M.

CONTROLLED SUBSTANCES AND ALCOHOL TESTING (Title 49, Code of Federal Regulations Part 382 & Part 40) Any person who drives a commercial motor vehicle requiring a CDL must be in a Controlled Substance and Alcohol Testing program that complies with the FMCSR in 49 CFR Part 382 and 49 CFR Part 40.

Name: Pete Mendiola Position: GM

Each company will have in place a system for complying with FMCSR governing alcohol and controlled substances testing requirement (49 CFR Part 382 and 49 CFR Part 40)

VEHICLE INSPECTION, REPAIR, AND MAINTENANCE (Title 49, Code of Federal Regulations Part 396) Companies must ensure that each motor vehicle operated is regularly inspected, repaired, and maintained.

Name: Pete Mendiola Position: G.M.

INSURANCE REQUIREMENTS (WAC 480-15-530) All companies must file and maintain proof of public liability and property damage insurance covering vehicles operated. (\$300,000 minimum coverage for vehicles under 10,000 pounds GVWR and \$750,000 minimum coverage for vehicles 10,000 pounds GVWR or more)

Name: Harry W. Naubert III Position: Vice President

CARGO INSURANCE REQUIREMENTS (WAC 480-15-550) All companies must maintain cargo insurance coverage. (\$10,000 for household goods transported in motor vehicles under 10,000 pounds GVWR and \$20,000 for vehicles 10,000 pounds GVWR or more)

Name: Harry W. Naubert III Position: V. President

**Vehicle Inventory
01/2004**

Year	Make	Model	License	VIN	GW
1993	Freightliner		A02202J	1FUWHLBA1PL420717	52,000
1983	International		A52823C	1HTL25279DGA16344	54,000
1990	Ford	Econoline-Diesel	80437X	1FDKE37M5LHA67991	12,000
1985	Ford	Econoline	A512326	1FTDE15Y3FHB61881	6,000

OPERATIONAL RESPONSIBILITIES

ANNUAL REPORTS and REGULATORY FEES (WAC 480-15-480) Companies must annually file a report of their financial operations and pay regulatory fees.

Name: Rebecca Peck

Position: BOOKKEEPER

STATE OF WASHINGTON - general laws, rules and regulations: Individuals and companies doing business in the state of Washington must comply with the regulations of local, state, and federal agencies. Please state the name and position of the person in your organization who will be responsible for ensuring compliance with the laws of the state of Washington, such as, but not limited to:

Department of Labor and Industries (industrial insurance, safety, prevailing wage); Department of Licensing (vehicle and drivers licenses, business licensing, Unified Business Identifier (UBI number), fuel permits, fuel tax); Secretary of State (corporate registrations); Department of Transportation (over-size or over-weight permits); Department of Revenue and Internal Revenue Service (taxes); and Employment Security.

Name: Rebecca Peck

Position: BOOKKEEPER

DECLARATION OF APPLICANT:

I understand that filing this application does not in itself constitute authority to operate as a household goods mover.

As the applicant for a household goods permit, I understand the responsibilities of a motor carrier, and I am in compliance with all local, state, and federal regulations governing businesses, including household goods movers, in the state of Washington.

I understand that if the Commission grants my application as a new entrant I will be granted temporary authority to provide service as a household goods carrier on a provisional basis for at least six months. During this time, the Commission will evaluate whether I have met the criteria in WAC 480-15-330 to obtain permanent authority. I also understand that I must comply with all conditions placed on my temporary permit and that failure to do so will result in cancellation of my permit.

I certify or declare under penalty of perjury under the laws of the State of Washington that the information contained in this application is true and correct.

Harry W. Neibert III
Print name of applicant

Harry W. Neibert III
Signature of Applicant

1-10-05 Fife, WA
Date & Place

ALLWEST TRANSPORTATION, INC
Balance Sheet
As of December 31, 2003

	<u>Dec 31, 03</u>
ASSETS	
Current Assets	
Checking/Savings	
1010 · Petty Cash	1,800.00
1020 · Key Bank	4,545.58
1030 · Heritage Bank	694.70
1040 · Heritage Money Market	25,785.73
Total Checking/Savings	<u>32,826.01</u>
Accounts Receivable	
1100 · Accounts Receivable	386,334.63
Total Accounts Receivable	<u>386,334.63</u>
Other Current Assets	
1200 · Advance to Contractors	
1202 · Pele Pele	-5,038.00
Total 1200 · Advance to Contractors	<u>-5,038.00</u>
1205 · Pele Note Receivable	41,187.09
1231 · AR Over/under adj	-2,905.98
1240 · Exchange Account	18,762.37
1300 · Inventory	11,344.63
1410 · Prepaid Advertising	2,500.00
1420 · Prepaid Licensing	4,259.20
1425 · Prepaid Software Licensing	6,486.14
1440 · Prepaid Expense - Other	26,819.75
1441 · Prepaid Insurance	1,231.63
Total Other Current Assets	<u>104,646.83</u>
Total Current Assets	523,807.47
Fixed Assets	
1510 · Leasehold Improvements	47,293.36
1520 · Office Equipment	335,904.45
1530 · Trucks & Trailers	427,090.37
1540 · Warehouse Equipment	786,136.64
1590 · Accumulated Depreciation	-825,157.64
Total Fixed Assets	<u>771,267.18</u>
Other Assets	
1710 · Stock Purchase/Investment	5,000.00
1720 · Agreement not to compete	5,000.00
1730 · Deposit with Others	20,001.00
1740 · Organization Expense	1,155.64
1750 · Permits-WUTC	30,000.00
1760 · Trade Name	3,515.28
1770 · License-Seahawks	6,400.00
1780 · Long Term FPS Contract	241,985.99
1781 · Long Term PC Contract	19,780.05
1789 · Accumulated Contract Amort.	-11,200.38
1790 · Accumulated Amortization	-26,155.04
Total Other Assets	<u>295,482.54</u>
TOTAL ASSETS	<u><u>1,590,557.19</u></u>

ALLWEST TRANSPORTATION, INC
Balance Sheet
As of December 31, 2003

Dec 31, 03

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

2100 · Accounts Payable

201,251.07

Total Accounts Payable

201,251.07

Other Current Liabilities

2020 · LOC Heritage Bank

60,803.75

2090 · 401K Employee contribution

3,744.32

2091 · 401K Company Cont. year end

9,564.88

2092 · 401K Employer Cont.

1,832.36

2110 · Accrued Payroll & Taxes

27,583.75

2213 · SUTA

1.21

2220 · L&I

12,756.76

2240 · Holiday, Vac. & Sick Payable

3,789.60

2250 · Reserve for Claims

1,000.00

2270 · B&O/SalesTax Payable

2,275.15

2280 · B&O/Tum/Tac/Quarterly

1,531.12

2400 · Current Portion LTD

153,970.68

Total Other Current Liabilities

278,813.58

Total Current Liabilities

480,064.65

Long Term Liabilities

2505 · LTD-FMC Vehicle

35,743.80

2510 · LTD-FMC Truck Account

3,709.81

2530 · LTD-Equip Lease Raymond Leasing

12,927.37

2540 · LTD-Note Pay Heritage BK 9002

296,972.15

2545 · LTD-Heritage FPS Note

182,339.76

2555 · LTD-Note Pay Heritage 9006

65,895.52

2570 · LTD-Office Dall Account

6,506.32

2571 · LTD-SMB Office Lease

21,393.90

2575 · LTD Office USbancorp Lease

7,784.56

2580 · LTD-Equip Alliance Funding

63,905.29

2590 · LTD-Truck Equip Fernwood Cap.

15,345.10

2600 · LTD-LOT Vehicle

47,679.97

2700 · Less Current Portion LTD

-153,970.68

Total Long Term Liabilities

606,232.87

Total Liabilities

1,086,297.52

Equity

3000 · Common Stock

2,500.00

3010 · Additional Paid-In-Capital

256,330.00

3020 · Retained Earnings

143,640.75

Net Income

101,788.92

Total Equity

504,259.67

TOTAL LIABILITIES & EQUITY

1,590,557.19

ALLWEST TRANSPORTATION, INC

Profit & Loss

January through December 2003

Jan - Dec 03

Ordinary Income/Expense

Income

4300-0 · Data Storage	
4310-3 · Data Storage-Pickup/Delivery	195,478.70
4320-3 · Data Storage-Retail Material	50,361.90
4325-3 · Data Stg - Records Destruction	68,255.46
4330-3 · Data Storage-Storage	770,978.20
4350-3 · Data Storage-Handling	294,393.10
4360-3 · Data Storage-Special Projects	70,982.36
Total 4300-0 · Data Storage	<u>1,450,449.72</u>

4000-0 · Moving & Storage

4100-0 · Interstate	
4110-1 · Interstate-Agent PU/DEL	28,628.06
4120-1 · Interstate-Booking Commission	83,355.16
4130-1 · Interstate-Contractor Commission	206,136.17
4140-1 · Interstate-Hauling	25,613.07
4160-1 · Interstate-Origin	13,995.85
4180-1 · Interstate-Sit PU/DEL	75,824.32
Total 4100-0 · Interstate	<u>433,552.63</u>

4200-0 · Local/Intra

4210-1 · Local/Intra-Linehaul	136,850.59
4220-1 · Local/Intra-National Account	1,616.13
4230-1 · Local/Intra-Non Temp	103,524.77
4240-1 · Local/Intra-Office & Industrial	213,623.31
4250-1 · Local/Intra-Perm Storage	37,503.05
4260-1 · Local/Intra-Sit	102.89
Total 4200-0 · Local/Intra	<u>493,220.74</u>

4400-0 · Packing

4410-1 · Packing-Retail Materials	13,110.05
4420-1 · Packing-Inter	154,041.12
4430-1 · Packing-Local/Intra	17,684.96
4440-1 · Packing-Non Temp	57,854.10
4450-1 · Packing-Perm Storage	2,986.76
Total 4400-0 · Packing	<u>245,676.99</u>

4500-0 · Warehouse

4520-2 · Warehouse-SIT Handling	17,903.61
4530-2 · Warehouse-NT Storage	118,317.01
4540-2 · Warehouse-Perm Storage	87,316.27
4550-2 · Warehouse-Perm Handling	10,484.66
4580-2 · Warehouse-SIT storage	36,213.86
4590-2 · Warehouse NT Handling	14,682.52
4920-1 · Insurance	8,319.41
Total 4500-0 · Warehouse	<u>293,237.34</u>

Total 4000-0 · Moving & Storage 1,465,687.70

ALLWEST TRANSPORTATION, INC

Profit & Loss

January through December 2003

Jan - Dec 03

Total Income	2,916,137.42
Cost of Goods Sold	
5000-0 · Salaries-Sales	67,330.92
5010-0 · Wages Expense	473,225.30
5020-0 · Admin Salary	176,625.10
5030-0 · Commissions/Bonus Sales	34,282.68
5090-0 · Casual Labor	105,103.85
5110-0 · Payroll taxes - direct	102,207.15
5225-0 · Drivers Out - Lodging	2,408.73
5230-0 · Drivers Out Meals	1,460.06
5290-0 · Employees Benefits	
5210-0 · Health & Vision	64,638.18
5220-0 · Holiday & Vacatlon	23,296.46
5260-0 · 401K-Employee Benefits	32,059.56
Total 5290-0 · Employees Benefits	<u>119,994.20</u>
5310-0 · Automobile Expense	22,641.30
5320-0 · Depreciation Rev Equip	17,097.88
5325-0 · Depreciation Rev. Equip.	56,700.05
5330-0 · Equipment Rental	81,238.53
5340-0 · Gasoline & Oil Trucks	46,522.68
5360-0 · Other Transportation Expenses	6,101.40
5390-0 · Vehicle Maintenance	27,572.35
5391-0 · Warehouse Equipment Maintenance	5,266.61
5400-0 · Rent	357,365.01
5410-0 · Amortized Contract Cost	11,200.38
5501-0 · Advertising	51,341.51
5502-0 · Claims	8,148.72
5503-0 · Contractor Commissions	172,014.50
5504-0 · Sales/Promo/Pub Rel	16,146.63
5506-0 · Licenses and Permits	14,874.18
5507-0 · Operating Supplies	5,357.55
5508-0 · Packing Material	103,321.31
5509-0 · Scales, Tolls & Bridge	4,356.07
5510-0 · Uniforms	11,999.83
5511-0 · Warehouse Supplles	4,649.25
5520-0 · Records Destruction	32,694.25
5525-0 · B&O Taxes	25,892.11
Total COGS	<u>2,165,140.09</u>
Gross Profit	750,997.33
Expense	
6300-0 · Depreciation	26,645.91
6310-0 · Officer Automobile Expense	2,299.70
6410-0 · Buildings Ground & Maint	724.57
6411-0 · Fife building & Grounds maint	859.68
6430-0 · Security System	3,032.72
6450-0 · Utilities - Tumwater	9,061.86

ALLWEST TRANSPORTATION, INC
Profit & Loss
January through December 2003

	<u>Jan - Dec 03</u>
6451-0 · Utilities - Fife Warehouse	11,223.89
6510-0 · Communications	58,892.29
6520-0 · Loss, Damage & Liab Insurance	65,123.18
7000-0 · Officer Salary	239,786.55
7001-0 · Salaries Administrative	35,210.47
7100-0 · Payroll Taxes	25,514.95
7110-0 · Payroll Processing Fees	2,557.73
7410-0 · Amortization Expense	2,227.08
7420-0 · Janitorial Service	5,064.92
7430-0 · Real Estate Taxes	19,062.74
7431-0 · Personal Property Taxes	3,999.69
7500-0 · Accounting	11,644.20
7501-0 · Legal Fees	3,599.50
7530-0 · Bank Service Charges	4,805.54
7540-0 · Contributions & Donations	4,050.00
7550-0 · Dues and Subscriptions	8,613.56
7560-0 · Office Expense & Postage	26,830.06
7565-0 · Computer Repair	12,046.17
7570-0 · Travel & Entertainment	17,418.95
8010-0 · Bad Debts	-1,111.24
8030-0 · Officer Life Insurance	5,424.35
Total Expense	<u>604,609.02</u>
Net Ordinary Income	146,388.31
Other Income/Expense	
Other Income	
8040-0 · Interest Income	5,298.48
8060-0 · Other Income	13,666.02
Total Other Income	<u>18,964.50</u>
Other Expense	
8020-0 · Interest Expense	63,563.89
Total Other Expense	<u>63,563.89</u>
Net Other Income	<u>-44,599.39</u>
Net Income	<u>101,788.92</u>

ATTACHMENT B

Transfer or Acquisition of Control

Applicant is seeking one of the following - please check one:

Transfer Acquisition of Control

Allwest Transportation, Inc.

Current Name on Permit (Seller)

Allwest Transportation

Current Trade Name on Permit (Seller)

2950 26th Ave SW TUMWATER, WA 98512

Address (Seller)

HG- 026138

Permit Number

360-943-4490

Phone Number (Seller)

Does the transfer of this permit fall under the provisions of WAC 480-15-260? No Yes If yes, please complete Attachment C.

Have all fines and/or penalties been paid? No Yes

Has the closing annual report been filed with the Commission? No Yes

A customer may file a loss or damage claim for up to nine months following a move, and up to two years for a lawsuit. Who will be responsible for handling claims filed by customers for loss and/or damage that occurred on moves taking place prior to the sale and transfer or acquisition?

*** RELEASE OF AUTHORITY**

I, the seller, have sold or otherwise released interest in my household goods permit number HG-026138 to the following:

Harry W. Naubert III Allwest Transportation, Inc.

Name of Buyer

We, as applicants, hereby jointly declare and affirm that all information is true to the best of our knowledge.

Seller is deceased.

Seller's Signature

Harry W. Naubert

Buyer's Signature

Date & Location

1-12-05 Pife, WA

Date & Location

ATTACHMENT C

TRANSFER OR ACQUISITION OF PERMANENT HOUSEHOLD GOODS AUTHORITY UNDER EXCEPTIONS IN WAC 480-15-260

1. The Commission will grant an application for permanent authority without public notice or comment if the applicant is fit, willing, and able to provide service and the application is filed to transfer or acquire control of permanent authority for one of the following reasons (check one, if applicable):
- A partnership has dissolved due to the death, bankruptcy, or withdrawal of a partner, and that partner's interest is being transferred to one or more of the remaining partners or a spouse;
 - A shareholder in a corporation has died and that shareholder's interest is being transferred to a surviving spouse or one or more surviving shareholders;
 - A sole proprietor has died and the interest is being transferred as property of the estate;
 - An individual has incorporated, and the same individual remains the majority shareholder;
 - An individual has added a partner, but the same individual remains the majority partner;
 - A corporation has dissolved and the interest is being transferred to the majority shareholder;
 - A partnership has dissolved and the interest is being transferred to the majority partner;
 - A partnership has incorporated and the partners are the majority shareholders; or
 - Ownership is being transferred from one corporation to another corporation when both are wholly owned by the same shareholders.

NOTE Documentation must be included with your application. Documentation may be in the form of a corporate resolution, partnership agreement, court order, death certificate, will or other proof of right to inherit, estate executor's statement, community property agreement or other such documentation that may support your request.

2. The Commission will grant an application for permanent authority without temporary permit operations following public notice or comment if the applicant is fit, willing, and able to provide service and the application is filed to transfer or acquire control of permanent authority for the following reason (check box, if applicable):
- Ownership or control of a permit is being transferred to any shareholder, partner, family member, employee, or other person familiar with the company's operations and the household goods moving services provided. If you check this option, please complete the following:
- a. Has the permit been actively used by the current owner to provide household goods moving services during the last twelve-month period? No Yes
 - b. Explain why the transfer of ownership or control is necessary to ensure the company's economic viability:
Due to illness, Harry Naukbert Jr. Transferred ownership to his sons prior to his death
 - c. Describe the steps taken by the applicant and the current owner to ensure that safe operations and continuity of service to the customers are maintained: Harry Naukbert Jr. transferred interest in the company to ensure continuity of the business

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of June, 2002, by and among HARRY W. NAUBERT, JR. and JEANNE NAUBERT, husband and wife, referred to as "STOCKHOLDER"; and HARRY W. NAUBERT III, hereinafter referred to as "BUYER."

W I T N E S S E T H:

1. PURPOSE.

1.1 Stockholder. STOCKHOLDER owns Four Thousand Two Hundred Forty Nine and 97/100 (4,249.97) shares of stock of Allwest Transportation, Inc., hereinafter referred to as the "Corporation."

1.2 Buyer. BUYER desires and is willing to purchase all STOCKHOLDER's shares of stock in the Corporation upon the terms and subject to the conditions of this Agreement.

1.3 Sale. STOCKHOLDER shall sell to BUYER and BUYER shall purchase from STOCKHOLDER all of the STOCKHOLDER'S shares of stock of the Corporation, upon the terms and subject to the conditions of this Agreement.

2. PURCHASE AND SALE OF STOCK.

2.1 Transfer of Stock. Upon the terms and subject to the conditions set forth in this Agreement, STOCKHOLDER shall convey, transfer, set over and deliver to BUYER, and BUYER shall purchase from STOCKHOLDER Four Thousand Two Hundred Forty Nine and 97/100 (4,249.97) shares of the common stock of the Corporation.

2.2 Purchase Price. The total purchase price of the shares of stock ("the purchase price") shall be computed as follows: 4,249.97 shares of stock of the Corporation at Twenty One and 04/100 Dollars (\$21.04) per share, totalling Eighty Nine Thousand Four Hundred Nineteen and 37/100 Dollars (\$89,419.37).

2.3 Terms of Payment. The payment for this stock shall be the following: Buyer shall make monthly payments of One Thousand One Hundred Eight and 67/100 Dollars (\$1,108.67) toward the purchase price with interest thereon at the rate of eight and one-half percent (8½%) until paid in full with payments being applied first to interest and then to principal.

3. REPRESENTATIONS.

3.1 Stockholder. STOCKHOLDER represents to BUYER and BUYER represent to STOCKHOLDER that, as of the date of this Agreement:

(a) Liabilities. STOCKHOLDER, BUYER and the Corporation know of no liabilities of the Corporation which are not shown or reflected in or arise out of transactions reported in the books and records of the Corporation, or result from the acquisition, ownership or disposition of the assets of the Corporation. NEITHER THE STOCKHOLDER NOR THE CORPORATION MAKE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS AND THERE ARE NO REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESSED OR IMPLIED OR ARISING BY OPERATION OF LAW WITH RESPECT TO THE FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, CONDITION, QUALITY, DURABILITY OR SUITABILITY OF THE EQUIPMENT, INVENTORY, OR OTHER PROPERTY OF THE CORPORATION.

(b) No Encumbrances. STOCKHOLDER is the true and lawful owner of the shares of stock and has all necessary power and authority to transfer such shares to BUYER free and clear of all claims, liens, security interest and other encumbrances except as noted herein. STOCKHOLDER has no knowledge of anything which, upon transfer and delivery to BUYER of the stock, will prevent BUYER from acquiring good title thereto.

(c) No Commissions. Neither BUYER nor STOCKHOLDER have employed any agents or finders in connection with the transaction contemplated by this Agreement.

(d) Full Disclosure. All material facts known to BUYER and STOCKHOLDER regarding the business and the operation of the business have been disclosed or made available to the other.

(e) Stock Purchase and Shareholders' Agreement. This Agreement does not violate any provisions of the Stock

4. COVENANTS.

4.1 STOCKHOLDER and the Corporation. STOCKHOLDER and the Corporation, jointly and severally promise that from the date hereof:

(a) Continuation of Business. No additional liability shall be incurred or assets acquired or disposed of by the Corporation, other than (i) at the request of the BUYER, (ii) pursuant to the terms of this Agreement, (iii) pursuant to any pre-existing obligation of the Corporation, or (iv) in the ordinary course of the Corporation's business.

(b) Access to Records and Documents. The Corporation will provide BUYER and its representatives with reasonable access to the files, contracts, and records of the Corporation and furnish such additional information to the affairs of the Corporation as BUYER may from time to time reasonably request.

(c) Conditions and Best Efforts. STOCKHOLDER and the Corporation will use their best efforts to effectuate the transactions contemplated by this Agreement and to fulfill all the conditions of STOCKHOLDER and the Corporation under this Agreement and shall do all acts and things that may be required to carry out their obligations hereunder and to consummate and complete this Agreement.

4.2 BUYER Best Efforts. BUYER promises that from the date hereof:

(a) Conditions and Best Efforts. BUYER will use its best efforts to effectuate and transactions contemplated by this Agreement and to fulfill all the conditions of BUYER'S obligations under this Agreement and shall do all acts and things as may be required to carry out BUYER'S obligations hereunder and to consummate and complete this Agreement.

5. CONDITIONS PRECEDENT.

5.1 STOCKHOLDER. The obligations of STOCKHOLDER and the Corporation to consummate the transactions contemplated by this Agreement are subject to the fulfillment, of each of the following conditions, any one or a portion of which may be waived, in writing, by STOCKHOLDER:

Representations and Covenants of BUYER. All representations made in this Agreement by BUYER shall be true and BUYER shall not have violated or shall not have failed to perform in accordance with any covenants contained in this Agreement.

5.2 BUYER. The obligation of BUYER to consummate the transactions contemplated by this Agreement is subject to the fulfillment of each of the following conditions, any one of the portion of which may be waived in writing by BUYER:

Representations and Covenants of STOCKHOLDER. All representations made in this Agreement by STOCKHOLDER shall be true and the STOCKHOLDER shall not have violated or shall not have failed to perform in accordance with any covenant contained in this Agreement.

6. REMEDIES.

6.1 Failure to Satisfy Conditions Precedent. In the event there has been a failure of any of the contingencies specified in Section 5, then the parties' sole remedy shall be to rescind this Agreement and all parties hereto shall return the other parties to the status quo at the time of the execution of this Agreement.

6.2 STOCKHOLDER'S Remedies on Default. In the event of BUYER'S default, STOCKHOLDER shall have the right to exercise any remedy available to it by law.

6.3 Indemnification. Each party agrees to indemnify and to hold the other harmless from and against any and all damage or deficiency resulting from misrepresentation, breach of covenant or non-fulfillment of any agreement on the part of that party under this Agreement. If any claim is asserted against a party which would give rise to a claim by another party for indemnification under the provisions hereof, the other party shall promptly give written notice to the breaching party concerning such claim and the breaching party may, at no expense to the other party, defend the claim. The other party shall have its election the right to be consulted and informed regarding the settlement or defense of any such matter involving asserted liability of that party to third parties through counsel of its choosing, at the expense of the breaching party. Such notice and opportunity to compromise or defend, as applicable, shall be a condition precedent to any liability of the breaching party under this indemnity provision. In the

event that the breaching party undertakes to compromise or defend any such liability, it shall notify the other party, in writing, promptly of its intention to do so, and the other party agrees to cooperate with the breaching party and its counsel in compromising or defending any such liabilities.

6.4 BUYER'S Default. Time is of the essence of this Agreement. A default shall occur upon failure of BUYER to perform any obligation contained in this Agreement within fifteen (15) days after notice from STOCKHOLDER specifying the nature of the default or, if default cannot be cured within fifteen (15) days, failure within such time to commence and pursue curative action with reasonable diligence.

6.5 STOCKHOLDER'S Default. Time is of the essence of this Agreement. A default shall occur upon failure of STOCKHOLDER to perform any obligation contained in this Agreement within fifteen (15) days after notice from BUYER specifying the nature of the default or, if default cannot be cured within fifteen (15) days, the failure within such time to commence and pursue curative action with reasonable diligence.

7. MISCELLANEOUS.

7.1 Survival of Representations. All representations and undertakings made in this Agreement, and the liability of the parties for the breach, inaccuracy, or other failure of such representations shall survive so long as the BUYER has any unfulfilled obligations to the STOCKHOLDER pursuant to this Agreement and/or any exhibits to this Agreement.

7.2 Attorney Fees. In the event of litigation to enforce this Agreement or any provision thereof, the prevailing party, in addition to other relief awarded, shall be entitled to recover its reasonable attorney fees, including fees on appeal, if any.

7.3 Succession. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and permitted assigns.

7.4 Jurisdiction. This Agreement is made in the State of Washington and governed by the laws of the said state. Venue of any action brought under this Agreement shall be in Thurston County, Washington.

7.5 Incorporation by Reference. All exhibits, schedules and lists attached to this Agreement and delivered pursuant to this Agreement shall be deemed a part of this Agreement and incorporated herein where applicable as if fully set forth herein.

7.6 Notices. Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or forty-eight (48) hours after deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the parties at the addresses set forth below or any other address; or any party may, from time to time, designate by notice given in compliance with this provision.

STOCKHOLDER:

Harry W. Naubert, Jr.
Jeanne Naubert
10814 Davisson Road
Tacoma, WA 98499

BUYER:

Harry W. Naubert, III
18518 SE Lake Youngs Rd
Renton, WA 98058

7.7 Other Documents. Each party undertakes to execute such additional or other documents as may be required to fully implement the intent of this Agreement.

7.8 Paragraph Headings, Gender and Number. Paragraph headings are not to be construed as binding provisions of the Agreement; they are for the convenience of the parties only. The masculine, feminine, singular and plural of any word or words shall be deemed to include and refer to the gender appropriate in the context.

7.9 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.10 Time of Essence. Time is of the essence of this Agreement and of every provision hereof.

7.11 Integration. This Agreement fully integrates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence and communications between the parties with respect to the sale. No oral modification of, or amendment to, this Agreement shall be effective; however, this Agreement may be modified or amended by a written agreement signed by all parties to this Agreement.

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

BUYER:

STOCKHOLDERS:

Harry W. Naubert III
HARRY W. NAUBERT, III

Harry W. Naubert Jr
HARRY W. NAUBERT, JR.

Jeanne Naubert
JEANNE NAUBERT

Mark A. Naubert
MARK A. NAUBERT,
Individually as party to
the Stock Purchase and
Shareholders' Agreement
entered into on
December 1, 1992

THE CORPORATION:
ALLWEST TRANSPORTATION, INC.

By: Mark A. Naubert
MARK A. NAUBERT, Its President

Cary Naubert
CARY NAUBERT
Individually as party to
the Stock Purchase and
Shareholders' Agreement
entered into on
December 1, 1992

[HOME](#)[CORPORATIONS MENU](#)**CORPORATIONS DIVISION - REGISTRATION DATA SEARCH**

ALLWEST TRANSPORTATION, INC.

UBI Number	601 331 470
Category	Regular Corporation
Profit/Nonprofit	Profit
Active/Inactive	Active
State of Incorporation	WA
Date of Incorporation	07/23/1991
License Expiration Date	07/31/2005
Registered Agent Information	
Agent Name	HARRY W NAUBERT
Address	2950 26TH AVE SW
City	TUMWATER
State	WA
ZIP	98502
Special Address Information	
Address	
City	
State	
Zip	

[< Return to Search List](#)**Disclaimer**

Information in the Secretary of State's Online Corporations Database is updated Monday through Friday by 5:00 a.m. Pacific Standard Time (state holidays excluded). Neither the State of Washington nor any agency, officer, or employee of the State of Washington warrants the accuracy, reliability, or timeliness of any information in the Public Access System and shall not be liable for any loss caused by such reliance on the accuracy, reliability, or timeliness of such information. While every effort is made to ensure the a