

1300 S. Evergreen Park Drive SW
P.O. Box 47250
Olympia, WA 98504-7250
Phone: 360-664-1222
Fax: 360-586-1181
TTY: 360-586-8203
or
1-800-416-5289
email: transportation@utc.wa.gov

**HOUSEHOLD GOODS MOVING COMPANY
PERMIT APPLICATION**

FOR OFFICIAL USE ONLY			
Date Filed:	DOL/SOS:	ID:	Docket #
Staff Assigned	Insurance	Inspection	Permit Issued THG-
Reception #	111-0268-207-02	111-0268-013-20	

- | <u>Type of Household Goods Authority Requested – check one</u> | <u>Fee Required</u> |
|--|---------------------|
| <input type="checkbox"/> <u>Provisional and permanent authority.</u> The fee for provisional, and then permanent authority is a one-time fee. Complete pages 3-8 and Attachment A. | \$ 550 |
| <input checked="" type="checkbox"/> <u>Permanent authority to transfer</u> resulting in a change in ownership or controlling interest (at least six months must be served on a temporary provisional basis). Complete pages 3-8, Attachment B as well as a closing annual report | \$ 550 |
| <input type="checkbox"/> <u>Permanent authority to transfer</u> under the exceptions in <u>WAC 480-15-187</u> . Complete pages 3-8 and Attachments B & C. | \$ 250 |
| <input type="checkbox"/> <u>Reinstatement of permit</u> (must be filed within 30 days of cancellation, depending on criteria set forth in <u>WAC 480-15-450</u>). Complete pages 3-5 and include a statement justifying the reinstatement. | \$ 250 |
| <input type="checkbox"/> <u>Name Change</u> – Complete pages 3-5 and Attachment D. | \$ 35 |

BUSINESS INFORMATION

Legal Name: Whidbey Logistics, LLC

Trade Name, if applicable Whidbey Moving and Storage

Physical Address 1083 SE 4th Ave, Oak Harbor, WA 98277

Mailing Address 3815 226th Ave E., Buckley, WA 98321

Telephone Number (360) 675-2070 Fax Number (360) 675-2892

Email: wms@whidbeymoving.com

FILING YOUR APPLICATION

Select one of the following:

- File your application and pay online at efileapp.utc.wa.gov,
- Scan/PDF to transportation@utc.wa.gov and pay online at payments.utc.wa.gov,
- Fax to 360-586-1181 and pay online at payments.utc.wa.gov, or,
- Mail your application *with* your check or money order to the following address:
UTC, PO Box 47250, Olympia, WA 98504-7250

ACH online (no service fee) or credit card online at payments.utc.wa.gov (2.5% or minimum of \$3.95 is charged by Official Payments for credit card processing).

DO NOT EMAIL OR FAX YOUR CREDIT CARD INFORMATION

BUSINESS INFORMATION - continued

Is your business registered with the Department of Revenue? No Yes

UBI #: 603-619-833 USDOT #: 2931343

If you currently do not have a USDOT number, go online at www.fmcsca.dot.gov/online-registration to apply or call 360-596-3812 for assistance.

Department of Labor & Industries (L&I) Worker's Comp account # 962,925-03

Employment Security Department (ESD) registration # 000-674787-00-5

If you will not be setting up an account with L&I or ESD because you do not have employees, please explain how you plan to obtain workers. Per WAC 480-15-555, a criminal background check must be completed on each person you intend to hire. If you intend to hire day labor from a temp agency, they must perform the criminal background check. Refer also to WAC 480-15-302 and 305.

TYPE OF BUSINESS STRUCTURE

Individual Partnership Corporation Other (LP, LLP, LLC) State of Incorporation _____

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

<u>Name</u>	<u>Title</u>	<u>Stock Distribution or % of Shares</u>
Matthew Freeborn	President	51%
Connie Freeborn	CFO	49%

Must provide a copy of a valid driver's license or government-issued photo identification card for each person named in the application.

1. Describe the services you wish to provide. Explain how your services will enhance customer choice, promote competition, or fill an unmet need for service: Whidbey Logistics, LLC has aquired and Whidbey Moving and storage, Inc. We plan to continue to provide moving services to the local area and military personnel. There is only one other mover in the area.

2. Briefly describe your experience in the transportation/household goods moving industry: My wife and I have little experience in the moving industry but have owned and operated other businesses for 20+ years.

3. 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 _____

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

5. Do you currently operate interstate? No Yes If yes, please indicate your MC# _____

6. Do you operate interstate as an agent of another company? No Yes
 If yes, what is the name of the company? _____

7. 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 list below:

Type of Legal Proceeding	Date	State

*attach additional pages if necessary

8. Has any person named in this application ever been convicted of any crime involving theft, burglary, assault, sexual misconduct, identity theft, fraud, false statements, or the manufacture, sale, or distribution of a controlled substance? No Yes If yes, please list below:

Type of Conviction	Date	City/State

*attach additional pages if necessary

9. Has any person named in this application, been cited for violation of state laws or Commission rules? No Yes If yes, please list below:

Violation	Date	RCW/WAC

*attach additional pages if necessary

FINANCIAL STATEMENT			
Complete the following financial statement or attach a balance sheet, profit and loss statement, or business plan.			
Assets		Liabilities	
Cash in Bank	\$	Salaries/Wages Payable	\$
Notes Receivable	\$	Accounts Payable	\$
Investments	\$	Notes Payable	\$
Other Current Assets	\$	Mortgages Payable	\$
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 you will own or lease to provide moving services (attach additional sheets if necessary).				
Year	Make	License Number	Vehicle ID Number	Gross Vehicle Weight
2004	Chevrolet		1GBJG31U741122166	
1995	International 4700		1HTSCAAN9SH218770	
1991	International 7100		1HSHAN6NOMH372145	
2005	International 430		1HTMMAAL05H117271	

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02/01/18
Cash Basis

Whidbey Logistics, LLC
Balance Sheet
As of December 31, 2017

	Dec 31, 17
ASSETS	
Current Assets	
Checking/Savings	
TIMBERLAND BANK -CHECKING	1,660.91
HERITAGE BANK (WHIDBEY)-DEPOSIT	1,208.41
Total Checking/Savings	2,869.32
Total Current Assets	2,869.32
Fixed Assets	
ASSETS	
VEHICLES	24,734.14
WHIDBEY MOVING & STORAGE	195,000.00
Total ASSETS	219,734.14
Total Fixed Assets	219,734.14
TOTAL ASSETS	222,603.46
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	9,900.77
Total Accounts Payable	9,900.77
Other Current Liabilities	
PAYROLL LIABILITIES	
DRAW	50.00
L&I	1,263.75
941 -FED-SS-MEDICARE	2,052.90
Total PAYROLL LIABILITIES	3,366.65
Total Other Current Liabilities	3,366.65
Total Current Liabilities	13,267.42
Long Term Liabilities	
LONG TERM LOANS	
INTERNATIONAL TRUCK -2005	16,539.02
WHIDBEY M&S PURCHASE	179,047.61
Total LONG TERM LOANS	195,586.63
Total Long Term Liabilities	195,586.63
Total Liabilities	208,854.05
Equity	
Members Draw	-25,619.80
Members Equity	-7,696.30
Net Income	47,065.51
Total Equity	13,749.41
TOTAL LIABILITIES & EQUITY	222,603.46

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02/01/18

Cash Basis

Whidbey Logistics, LLC
Profit & Loss
 January through December 2017

	Jan - Dec 17	% of Income
Ordinary Income/Expense		
Income		
MOVING & STORAGE	432,799.47	100.0%
Total Income	432,799.47	100.0%
Cost of Goods Sold		
PACKAGING SUPPLIES	29,344.90	6.8%
PAYROLL -DIRECT		
BONUS	2,166.90	0.5%
LABOR	121,836.97	28.2%
Total PAYROLL -DIRECT	124,003.87	28.7%
SHOP LEASE	57,750.00	13.3%
TRANSPORTATION		
RENTALS	1,142.31	0.3%
TRAVEL - HOTEL - MEALS	314.53	0.1%
FERRIES	447.85	0.1%
FUEL - PROPANE	9,645.95	2.2%
REGISTRATION - LICENSING	1,475.50	0.3%
REPAIRS & MAINTENANCE	10,630.04	2.5%
Total TRANSPORTATION	23,656.18	5.5%
Total COGS	234,754.95	54.2%
Gross Profit	198,044.52	45.8%
Expense		
DUES AND SUBSCRIPTIONS	324.71	0.1%
COMPANY		
DONATIONS	100.00	0.0%
ADVERTISING	445.00	0.1%
BANK - VENDOR FEES	1,733.31	0.4%
CLOTHING -WHIDBEY M&S (LOGO)	912.61	0.2%
MEALS-ENTERTAINM-TRAVEL-GIFTS	604.11	0.1%
TRAINING	151.02	0.0%
Total COMPANY	3,946.05	0.9%
INSURANCE		
COMMERCIAL - VEHICLE	11,051.34	2.6%
Total INSURANCE	11,051.34	2.6%
INTEREST		
INTERNATIONAL TRUCK -2005	275.18	0.1%
TIMBERLAND -LOC	640.62	0.1%
TIMBERLAND -WHIDBEY M&S PURCHAS	7,349.12	1.7%
Total INTEREST	8,264.92	1.9%
PAYROLL -IN DIRECT		
OFFICER	30,000.09	6.9%
BONUS	2,250.00	0.5%
LABOR	39,516.31	9.1%
Total PAYROLL -IN DIRECT	71,766.40	16.6%
PROFESSIONAL FEES		
ACCOUNTING	5,238.59	1.2%
IT	1,630.50	0.4%
LEGAL	275.00	0.1%
Total PROFESSIONAL FEES	7,144.09	1.7%

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02/01/18
Cash Basis

Whidbey Logistics, LLC
Profit & Loss
January through December 2017

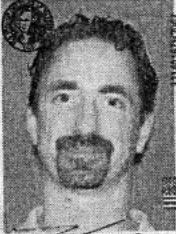
	Jan - Dec 17	% of Income
SUPPLIES - REPAIRS		
OFFICE	2,639.48	0.6%
SHOP -VAULT	528.34	0.1%
Total SUPPLIES - REPAIRS	3,167.82	0.7%
TAXES		
L&I	20,480.73	4.7%
941 - FEDERAL-SS-MEDICARE	15,676.58	3.6%
EMPLOYMENT SECURITY -WA UNEMPLO	208.84	0.0%
940 -FEDERAL UNEMPLOYMENT	1,030.67	0.2%
B&O	249.90	0.1%
Total TAXES	37,646.72	8.7%
UTILITIES		
PHONE -INTERNET -SECURITY	3,593.96	0.8%
POWER -GAS	1,707.79	0.4%
WATER -GARBAGE -SEWER	2,365.21	0.5%
Total UTILITIES	7,666.96	1.8%
Total Expense	150,979.01	34.9%
Net Ordinary Income	47,065.51	10.9%
Net Income	47,065.51	10.9%

WASHINGTON **ENHANCED DRIVER LICENSE**

4d LIC [REDACTED]
1 FREEBORN
2 MATTHEW SHAWN
3 DOB [REDACTED] 4a Iss 01-16-2014

15 Sex M 16 Hgt 6-01
17 Wgt 175 18 Eyes BRN

9 Class 4b Exp 01-22-2019
9a End NONE
12 Restrictions NONE
5 D [REDACTED]




WASHINGTON **ENHANCED DRIVER LICENSE**

4d LIC [REDACTED]
1 FREEBORN
2 CONNIE LYNN
3 DOB [REDACTED] 4a Iss 05-20-2013

15 Sex F 16 Hgt 5-07
17 Wgt 156 18 Eyes GRN

9 Class 4b Exp 06-21-2018
9a End NONE
12 Restrictions NONE
5 [REDACTED]



SAFETY AND OPERATIONS	
<p>CONTROLLED SUBSTANCE AND ALCOHOL USE AND TESTING (Title 49, Code of Federal Regulations Part 382 and Part 40). If you operate commercial motor vehicles, your drivers must be in a Controlled Substance and Alcohol Use and Testing program. You must have an alcohol and controlled substances testing program. Please attach evidence of your enrollment in a drug and alcohol testing program.</p>	
SAFETY RESPONSIBILITIES	
<p>List the person and position responsible for understanding and complying with the <u>Federal Motor Carrier Safety Regulations</u> (FMCSR) and Washington State Laws and commission rules (WAC) as described below. 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</p>	
<p>COMMERCIAL DRIVER'S LICENSE (CDL) STANDARDS REQUIREMENT AND PENALTIES (Title 49, Code of Federal Regulations Part 383). If you operate commercial motor vehicles, your drivers must have a valid CDL.</p>	
<p>DRIVER QUALIFICATION REQUIREMENTS: (Title 49, Code of Federal Regulations Part 391). Each of your drivers must meet minimum qualification requirements. You must maintain driver qualification files for each driver.</p>	
<p>DRIVERS HOURS OF SERVICE (Title 49, Code of Federal Regulations Part 395). Each of your drivers must maintain hours of service logs. You must maintain true and accurate hours of service records for each driver.</p>	
<p>INSPECTION, REPAIR AND MAINTENANCE (Title 49, Code of Federal Regulations Part 396). You must systematically inspect, repair, and maintain all motor vehicles.</p>	
<p>PARTS AND ACCESSORIES NECESSARY FOR SAFE OPERATION (Title 49, Code of Federal Regulations Part 393). You must maintain parts and accessories in a safe condition.</p>	
<p>LIABILITY INSURANCE REQUIREMENTS (WAC 480-15-530). You must file and maintain proof of public liability and proper damage insurance (\$300,000 minimum coverage for vehicles under 10,000 pounds GVWR and \$750,000 minimum coverage for vehicles 10,000 pounds GVWR or more)</p>	
<p>CARGO INSURANCE REQUIREMENTS (WAC 480-15-550). You 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).</p>	
<p>Name: John Tharp</p>	<p>Position: General Manager</p>



ATTACHMENT B

**Transfer of Household Goods Authority
Per WAC 480-15-187**

Current Name on Permit (Seller): Whidbey Moving and Storage, Inc.
Current Trade Name on Permit (Seller): Whidbey Moving and Storage, Inc.
Address (Seller): 1083 SE 4th Ave, Oak Harbor, WA 98277
HG Permit Number: _____ Phone Number (Seller): (360) 675-2070

Does the transfer of this permit fall under the provisions of WAC-480-15-187(2) or (3)?
 No Yes If yes, please complete Attachment C.

Have all fines or penalties owed to the commission been paid? No Yes

A closing annual report must be filed with the commission by the current company.

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

RELEASE OF AUTHORITY

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

Name of Buyer: Whidbey Logistics, LLC
Trade Name of Buyer: Whidbey Moving and Storage

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

Seller's Signature

Date and Location

9/2016

Buyer's Signature

Date and Location



ATTACHMENT C

TRANSFER OF PERMANENT HOUSEHOLD GOODS AUTHORITY UNDER EXCEPTIONS IN WAC 480-15-187(2) or (3)

1. The commission will grant an application to transfer existing permanent authority, without requiring a provisional permit, 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 any 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 a spouse or to one or more remaining partners;
 - 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, the sole proprietor devised or bequeathed the company by will, and the applicant is seeking transfer of the permit in accordance with the bequest or devise set forth in the will.
 - 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.

Documentation supporting the checked box above must be included with your application. You may submit 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 requiring a provisional permit after the application has been published on the application docket subject to comment for thirty days if the applicant is fit, willing, and able to provide service, the applicant has filed to transfer control of permanent authority, and all the following conditions exist:
 - Ownership 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 twelve-month period prior to the application? No Yes
 - b. Provide a certified statement from the applicant and the current owner explaining why the transfer is necessary to ensure the company's economic viability:
 - c. Provide a certified statement from the applicant and the current owner describing the steps taken by the parties to ensure that safe operations and continuity of service to customers is maintained.

Matthew Freeborn
3815 226th Ave E.
Buckley, WA 98321

Mike Dotson
Transportation Specialist
Washington Utilities and Transportation Commission
1300 S. Evergreen Park Dr. SW
Olympia, WA 98504-7250

Re: Statement of Transfer

To Whom It May Concern:

This letter provides explanation regarding the transfer of ownership of Whidbey Moving and Storage, Inc. to Whidbey Logistics, LLC.

In September 2016, Dwayne Janson and Lee Bennett sold Whidbey Moving and Storage, Inc. to Whidbey Logistics, LLC owned by Matthew and Connie Freeborn. Lee and Dwayne have owned and operated WMS for over 30 years and have decided to retire. Matthew and Connie have successfully owned and operated their own businesses and are necessary to ensure the company's future economic viability.

Both parties spent considerable time and resources to guarantee the safe operations and continuity of service to its customers were maintained. Here are a few of the steps taken:

- All SIT (storage in transit) in the warehouse was carefully handed over to Whidbey Logistics to make sure there was no gap in responsibility of claims and other liabilities.
- Liability insurance was never allowed to lapse and is at the same level.
- Mr. Bennett stayed on as an employee for a number of months during the transition period.
- Mr. Janson and Mr. Bennett live close to the business and are always available to assist the new ownership.

Thank you for your time. We look forward to your response and answering any questions you might have.

Sincerely,

Matthew Freeborn

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "*Agreement*") is entered into on August 28, 2016, by and between Whidbey Logistics, LLC, a Washington limited liability company ("*Buyer*"), and Whidbey Moving and Storage, Inc., a Washington corporation ("*Seller*"). Buyer and Seller are referred to collectively herein as the "*Parties*."

This Agreement contemplates a transaction in which Buyer will purchase certain of the assets (and assume certain of the liabilities) of Seller in return for cash.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

SECTION 1. DEFINITIONS.

"*Acquired Assets*" means all right, title, and interest in and to all of the assets of Seller set forth on Schedule 1.1.

"*Assumed Liabilities*" means those liabilities specifically set forth on Schedule 1.2.

"*Closing*" has the meaning set forth in Section 2(d) below.

"*Closing Date*" has the meaning set forth in Section 2(d) below.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Confidential Information*" means any information concerning the business and affairs of Seller that is not already generally available to the public.

"*Employee Benefit Plan*" means any "employee benefit plan" (as such term is defined in ERISA Section 3(3)) and any other material employee benefit plan, program or arrangement of any kind.

"*Financial Statements*" has the meaning set forth in Section 3(g) below.

"*Income Tax*" means any federal, state, local, or non-U.S. income tax, including any interest, penalty, or addition thereto, whether disputed or not.

"*Income Tax Return*" means any return, declaration, report, claim for refund, or information return or statement relating to Income Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"*Knowledge*" means actual knowledge after reasonable investigation.

"*Lien*" means any mortgage, pledge, lien, encumbrance, charge, or other security interest.

"*Material Adverse Effect*" or "*Material Adverse Change*" means any effect or change that would be materially adverse to the business, assets, condition (financial or otherwise), operating results, operations, or business prospects of Seller, taken as a whole, or to the ability of any Party to consummate timely the transactions contemplated hereby.

"*Material Leased Real Property*" has the meaning set forth in Section 6(a) below.

"*Most Recent Balance Sheet*" means the balance sheet contained within the Most Recent Financial Statements.

"*Most Recent Financial Statements*" has the meaning set forth in Section 3(g) below.

"*Most Recent Fiscal Month End*" has the meaning set forth in Section 3(g) below.

"*Most Recent Fiscal Year End*" has the meaning set forth in Section 3(g) below.

"*Ordinary Course of Business*" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"*Person*" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity or a governmental entity (or any department, agency, or political subdivision thereof).

"*Purchase Price*" has the meaning set forth in Section 2(c) below.

"*Real Property*" means [add legal description of real property being acquired by Bornfree1].

"*Seller Shareholder*" means any person who or that holds any Seller Shares.

"*Tax*" or "*Taxes*" means any federal, state, local, or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code Section 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not.

"*Tax Return*" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

SECTION 2. BASIC TRANSACTION.

(a) *Purchase and Sale of Assets.* On and subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, convey, and deliver to Buyer, all of the Acquired Assets at the Closing for the consideration specified below in this Section 2.

(b) *Assumption of Liabilities.* On and subject to the terms and conditions of this Agreement, Buyer agrees to assume and become responsible for all of the Assumed Liabilities at the Closing. Buyer will not assume or have any responsibility, however, with respect to any other obligation or liability of Seller not included within the definition of Assumed Liabilities.

(c) *Purchase Price.* Buyer agrees to pay to Seller at the Closing \$195,000.00 (the "Purchase Price"), payable by wire transfer or delivery of other immediately available funds. Buyer shall pay applicable Use Tax.

(d) *Allocation.* The Purchase Price shall be allocated: (i) \$75,500 to the personal property, fixtures, equipment and other tangible assets; and (ii) \$119,500 shall be allocated to goodwill. If any portion of the Purchase Price needs to be allocated as consideration for the Non-Compete and Indemnification

Agreement between Buyer and each of the shareholders of Seller, that portion of the Purchase Price allocated to goodwill shall be reduced accordingly.

(e) *The Closing.* The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of the Seller commencing at 9:00 a.m. local time on two business days following the satisfaction of the Closing conditions set forth in Section 6 below, or such other date as the Parties may mutually determine (the "Closing Date").

(f) *Deliveries at the Closing.* At the Closing, (i) Seller will deliver to Buyer the various certificates, instruments, and documents referred to in Section 6(a) below; (ii) Buyer will deliver to Seller the various certificates, instruments, and documents referred to in Section 6(b) below; and (iii) Buyer will deliver to Seller the consideration specified in Section 2(c) above.

SECTION 3. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer that the statements contained in this Section 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 3).

(a) *Organization of Seller.* Seller is a corporation duly organized and validly existing under the laws of the state of Washington.

(b) *Authorization of Transaction.* Seller has full power and authority (including full corporate or other entity power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. Without limiting the generality of the foregoing, the board of directors of Seller and Seller Shareholders have duly authorized the execution, delivery, and performance of this Agreement by Seller. This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and conditions.

(c) *Non-contravention.* Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Section 2 above), will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller is subject or any provision of the charter or bylaws of Seller or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Lien upon any of its assets), except where the violation, conflict, breach, default, acceleration, termination, modification, cancellation, failure to give notice, or Lien would not have a Material Adverse Effect. Seller does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement (including the assignments and assumptions referred to in Section 2 above), except where the failure to give notice, to file, or to obtain any authorization, consent, or approval would not have a Material Adverse Effect.

(d) *Brokers' Fees.* Seller has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated.

(e) *Title to Assets.* Seller has good and marketable title to all of the Acquired Assets, free and clear of any Liens or restriction on transfer.

(f) *Subsidiaries.* Seller has no subsidiaries.

(g) *Financial Statements.* Seller has provided Buyer with the following financial statements (collectively the "*Financial Statements*"): (i) unaudited balance sheets and statements of income, and cash flow as of and for the fiscal years ended December 31, 2013, 2014, and 2015, (the "*Most Recent Fiscal Year End*") for Seller; and (ii) unaudited consolidated balance sheets and statements of income, and cash flow (the "*Most Recent Financial Statements*") as of and for the eight months ended August 31, 2016 (the "*Most Recent Fiscal Month End*") for Seller. The Financial Statements present fairly the financial condition of Seller as of such dates and the results of operations of Seller for such periods.

(h) *Events Subsequent to Most Recent Fiscal Year End.* Since the Most Recent Fiscal Year End, there has not been any Material Adverse Change.

(i) *Undisclosed Liabilities.* Seller has no material liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, including any liability for Taxes), except for (i) liabilities set forth on the face of the Most Recent Balance Sheet and (ii) liabilities that have arisen after the Most Recent Fiscal Month End in the Ordinary Course of Business.

(j) *Legal Compliance.* Seller has complied with all applicable laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder and including the Foreign Corrupt Practices Act, 15 U.S.C. 78dd-1, et seq.) of federal, state, local, and non-U.S. governments (and all agencies thereof), and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against any of them alleging any failure so to comply, except where the failure to comply would not have a Material Adverse Effect.

(k) *Tax Matters.* Seller has filed all material Tax Returns that it was required to file. All such Tax Returns as so filed disclose all Taxes required to be paid for the periods covered thereby. All material Taxes due and owing by Seller (whether or not shown on any Tax Return) have been paid. Seller is not currently the beneficiary of any extension of time within which to file any Tax Return. There are no Liens for Taxes (other than Taxes not yet due and payable) upon any of the assets of Seller. Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed. There is no material dispute or claim concerning any Tax liability of Seller either (A) claimed or raised by any authority in writing or (B) as to which Seller Shareholders or any of the directors and officers of Seller has Knowledge based upon personal contact with any agent of such authority.

(l) *Tangible Assets.* The buildings, machinery, equipment, and other tangible assets included within the Acquired Assets are free from material defects (patent and latent), have been maintained in accordance with normal industry practice, and are in good operating condition and repair (subject to normal wear and tear).

(m) *Contracts.* Seller has delivered to Buyer a correct and complete copy of each written agreement listed included in the Acquired Assets (as amended to date) and a written summary setting forth the material terms and conditions of each oral agreement included in the Acquired Assets. With respect to

each such agreement: (A) the agreement is legal, valid, binding, enforceable, and in full force and effect in all material respects; (B) no party is in material breach or default, and no event has occurred that with notice or lapse of time would constitute a material breach or default, or permit termination, modification, or acceleration, under the agreement; and (C) no party has repudiated any material provision of the agreement.

(n) *Powers of Attorney.* There are no outstanding powers of attorney executed on behalf of Seller.

(o) *Litigation.* Seller is not (i) subject to any outstanding injunction, judgment, order, decree, ruling, or charge or (ii) a party or, to the knowledge of any Seller Shareholder and the directors and officers of Seller, threatened to be made a party to any action, suit, proceeding, hearing, or investigation of, in, or before (or that could come before) any court or quasi-judicial or administrative agency of any federal, state, local, or non-U.S. jurisdiction or before (or that could come before) any arbitrator.

(p) *Disclosure.* The representations and warranties contained in this Section 3 do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this Section 3 not misleading.

SECTION 4. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller that the statements contained in this Section 4 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 4).

(a) *Organization of Buyer.* Buyer is a limited liability company duly formed and validly existing under the laws of the state of Washington.

(b) *Authorization of Transaction.* Buyer has full power and authority (including full entity power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and conditions. Buyer need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby have been duly authorized by Buyer.

(c) *Non-contravention.* Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Section 2 above), will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Buyer is subject or any provision of its governing documents or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Buyer is a party or by which it is bound or to which any of its assets are subject. Buyer does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement (including the assignments and assumptions referred to in Section 2 above).

(d) *Brokers' Fees.* Buyer has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated.

SECTION 5. PRE-CLOSING COVENANTS. The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing:

(a) *General.* Each of the Parties will use its reasonable best efforts to take all actions and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the Closing conditions set forth in Section 6 below).

(b) *Notices and Consents.* Seller will give any notices to third parties, and Seller will use its reasonable best efforts to obtain any necessary third-party consents.

(c) *Operation of Business.* Seller will not engage in any practice, take any action, or enter into any transaction outside the Ordinary Course of Business.

(d) *Preservation of Business.* Seller will keep its business and properties substantially intact, including its present operations, physical facilities, working conditions, insurance policies, and relationships with lessors, licensors, suppliers, customers, and employees.

(e) *Full Access.* Seller will permit representatives of Buyer (including legal counsel and accountants) to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations of Seller, to all premises, properties, personnel, books, records (including Tax records), contracts, and documents of or pertaining to Seller. Buyer will treat and hold as such any Confidential Information it receives from any Seller Shareholder and Seller in the course of the reviews contemplated by this Section 5(e), will not use any of the Confidential Information except in connection with this Agreement, and, if this Agreement is terminated for any reason whatsoever, will return to Seller all tangible embodiments (and all copies) of the Confidential Information that are in its possession.

(f) *Notice of Developments.* Each Party will give prompt written notice to the other Party of any material adverse development causing a breach of any of its own representations and warranties in Section 3 and Section 4 above. No disclosure by any Party pursuant to this Section 5(f), however, shall be deemed to amend or supplement such representation or warranty or prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

(g) *Exclusivity.* Seller will not (i) solicit, initiate, or encourage the submission of any proposal or offer from any Person relating to the acquisition of any capital stock or other voting securities, or any substantial portion of the assets, of Seller (including any acquisition structured as a merger, consolidation, or share exchange) or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any Person to do or seek any of the foregoing.

SECTION 6. CONDITIONS TO OBLIGATION TO CLOSE.

(a) *Conditions to Buyer's Obligation.* The obligation of Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) the representations and warranties set forth in Section 3 above shall be true and correct in all material respects at and as of the Closing Date, except to the extent that such representations and warranties are qualified by the term "material," or contain terms such as "Material Adverse Effect" or "Material Adverse Change," in which case such representations and warranties (as so written, including the term "material" or "Material") shall be true and correct in all respects at and as of the Closing Date;

(ii) Seller shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term "material," or contain terms such as "Material Adverse Effect" or "Material Adverse Change," in which case Sellers shall have performed and complied with all of such covenants (as so written, including the term "material" or "Material") in all respects through the Closing;

(iii) Seller shall have procured all necessary third-party consents;

(iv) no action, suit, or proceeding shall be pending before (or that could come before) any court or quasi-judicial or administrative agency of any federal, state, local, or non-U.S. jurisdiction or before (or that could come before) any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement, (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, or (C) adversely affect the right of Buyer to own the Acquired Assets, or to operate the former business of Seller;

(v) Seller shall have delivered to Buyer a certificate to the effect that each of the conditions specified above in Section 6(a)(i)-(iv) is satisfied in all respects;

(vi) Buyer and Freeborn1 LLC, a Washington limited liability company, an affiliate of Buyer, shall have obtained on terms and conditions reasonably satisfactory to it all of the financing it needs in order to (i) consummate the transactions contemplated hereby and fund the working capital requirements of the business after the Closing and (ii) acquire the Real Estate;

(vii) the Seller Shareholders have executed and delivered a mutually acceptable non-compete and indemnification agreement;

(viii) Seller shall have filed articles of amendment to change its name to not include "Whidbey Moving and Storage" or any confusingly similar name; and

(ix) Buyer and Lee Bennett shall have entered into a mutually acceptable consulting agreement pursuant to which Mr. Bennett will provide full-time transition support services to buyer for a fee of \$5,000 per month, for three months (the "Consulting Agreement"); and

(x) all actions to be taken by Seller in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to Buyer.

Buyer may waive any condition specified in this Section 6(a) if it executes a writing so stating at or prior to the Closing.

(b) *Conditions to Seller's Obligation.* The obligation of Seller to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) the representations and warranties set forth in Section 4 above shall be true and correct in all material respects at and as of the Closing Date, except to the extent that such representations and warranties are qualified by the term "material," or contain terms such as "Material Adverse Effect" or "Material Adverse Change," in which case such representations and warranties (as so written, including the term "material" or "Material") shall be true and correct in all respects at and as of the Closing Date;

(ii) Buyer shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term "material," or contain terms such as "Material Adverse Effect" or "Material Adverse Change," in which case Buyer shall have performed and complied with all of such covenants (as so written, including the term "material" or "Material") in all respects through the Closing;

(iii) no action, suit, or proceeding shall be pending before any court or quasi-judicial or administrative agency of any federal, state, local, or non-U.S. jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement or (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect);

(iv) Buyer shall have delivered to Seller a certificate to the effect that each of the conditions specified above in Section 6(b)(i)-(iii) is satisfied in all respects;

(v) the sale of the Real Estate to FreebornI LLC, a Washington limited liability company, shall have occurred or shall be scheduled to close simultaneously with the Closing;

(vi) Buyer and Lee Bennett shall have entered into the Consulting Agreement; and

(vii) all actions to be taken by Buyer in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to Seller.

Seller may waive any condition specified in this Section 6(b) if it executes a writing so stating at or prior to the Closing.

SECTION 7. TERMINATION.

(a) *Termination of Agreement.* Certain of the Parties may terminate this Agreement as provided below:

(i) Buyer and Seller may terminate this Agreement by mutual written consent at any time prior to the Closing;

(ii) Buyer may terminate this Agreement by giving written notice to Seller at any time prior to the Closing (A) in the event Seller has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, Buyer has notified Seller of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach or (B) if the Closing shall not have occurred on or before August 31, 2016, by reason of the failure of any condition precedent under Section 6(a) hereof (unless the failure results primarily from Buyer itself breaching any representation, warranty, or covenant contained in this Agreement); and

(iii) Seller may terminate this Agreement by giving written notice to Buyer at any time prior to the Closing (A) in the event Buyer has breached any material representation, warranty, or covenant

contained in this Agreement in any material respect, Seller has notified Buyer of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach or (B) if the Closing shall not have occurred on or before August 31, 2016, by reason of the failure of any condition precedent under Section 6(b) hereof (unless the failure results primarily from Seller itself breaching any representation, warranty, or covenant contained in this Agreement).

(b) *Effect of Termination.* If any Party terminates this Agreement pursuant to Section 7(a) above, all rights and obligations of the Parties hereunder shall terminate without any liability of any Party to any other Party (except for any liability of any Party then in breach); provided, however, that the confidentiality provisions contained in Section 5(e) above shall survive termination.

SECTION 8. MISCELLANEOUS.

(a) *Survival of Representations and Warranties.* All of the representations and warranties of the Parties contained in this Agreement shall survive the Closing hereunder.

(b) *Press Releases and Public Announcements.* No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement prior to the Closing without the prior written approval of the other Party; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly traded securities (in which case the disclosing Party will use its reasonable best efforts to advise the other Party prior to making the disclosure).

(c) *No Third-Party Beneficiaries.* This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(d) *Entire Agreement.* This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(e) *Succession and Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party; provided, however, that Buyer may (i) assign any or all of its rights and interests hereunder to one or more of its Affiliates and (ii) designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases Buyer nonetheless shall remain responsible for the performance of all of its obligations hereunder).

(f) *Counterparts.* This Agreement may be executed in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(g) *Headings.* The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) *Notices.* All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) 1 business day after being sent to the recipient by reputable overnight courier service (charges prepaid), (iii) 1 business day after being sent to the

recipient by facsimile transmission or electronic mail, or (iv) 4 business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient at the address set forth on the signature page hereto. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

(i) *Governing Law.* This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Washington.

(j) *Amendments and Waivers.* No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any Party of any provision of the Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(k) *Severability.* Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(l) *Expenses.* Each Buyer, Seller Shareholder, and Seller will bear his, her, or its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby; and provided further that all transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement shall be borne by Seller.

(m) *Construction.* The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or non-U.S. statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word including shall mean including without limitation.

(n) *Incorporation of Exhibits and Schedules.* The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

WHIDBEY LOGISTICS, LLC

By: [Signature]

Title: MANAGING MEMBER

WHIDBEY MOVING AND STORAGE, INC.

By: [Signature]

Title: President

SCHEDULE 1.1

ACQUIRED ASSETS

- Assets set for on the following pages
- Trade name "Whidbey Moving and Storage" and all goodwill associated therewith
- All trademarks, service marks, trade dress, logos, slogans, trade names, Internet domain names, other source identifiers, and rights in telephone numbers, and all goodwill associated therewith,
- all trade secrets and Confidential Information (including ideas, know-how, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals)
- all material advertising and promotional materials
- Seller's rights in all storage contracts existing as of the date of closing, including those shown in the attached Schedule 1.3, being a list of Storage Contracts in existence as of July 5, 2016, less any storage contracts performed by Seller prior to closing, and plus any storage contracts entered into in the ordinary course of business after July 5, 2016, and before closing. All funds and revenue received by Buyer after the date of Closing related to the storage contracts shall belong to Buyer.

NOTE: Acquired Assets shall not include (i) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of Seller as a corporation or (ii) any of the rights of Seller under this Agreement (or under any side agreement between Seller on the one hand and Buyer on the other hand entered into on or after the date of this Agreement).

SCHEDULE 1.2

ASSUMED LIABILITIES

- All obligations of Seller under the agreements, contracts, leases, licenses, and other arrangements referred to in the definition of Acquired Assets either (i) to furnish goods, services, and other non-Cash benefits to another party after the Closing or (ii) to pay for goods, services, and other non-Cash benefits that another party will furnish to it after the Closing, including, without limitation, Seller's duties in the storage contracts referred to in Schedule 1.1 and listed in Schedule 1.3, being a list of Storage Contracts in existence as of August 22, 2016, less any storage contracts performed by Seller prior to closing, and plus any storage contracts entered into in the ordinary course of business after August 22, 2016, and before closing.

NOTE: The Assumed Liabilities shall not include (i) any liability of Seller for Taxes arising from activities prior to the Closing Date, (ii) any liability of Seller for transfer, sales, use, and other Taxes arising in connection with the consummation of the transactions contemplated hereby, (iii) any obligation of Seller to indemnify any Person (including any of Seller Shareholders) by reason of the fact that such Person was a director, officer, employee, or agent of Seller or was serving at the request of any such entity as a partner, trustee, director, officer, employee, or agent of another entity (whether such indemnification is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses, or otherwise and whether such indemnification is pursuant to any statute, charter document, bylaw, agreement, or otherwise), (iv) any liability of Seller for costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, or (v) any liability or obligation of Seller under this Agreement (or under any side agreement between Seller on the one hand and Buyer on the other hand entered into on or after the date of this Agreement).

SCHEDULE 1.3

NT STORAGE

DATE	AUGUST 2016	NT STORAGE	
LOT	NAME	WEIGHT	DATE IN
8598	BOHS	4900	6/24/2010
8721	OLIVER	2460	6/27/2012
8727	NAPOLITANO	1880	7/19/2012
8749	WELLS	2840	9/27/2012
8750	DINTER	240	9/27/2012
8783	SORJA	8900	3/18/2013
8789	EDMISTON	680	3/29/2013
8805	WHITE	3920	8/16/2013
8847	STONE	2040	3/20/2014
8901	OBERHAUSER	2260	2/18/2015
8905	BOWMAN	1640	6/27/1904
8975	PEDERSON	4920	2/29/2016
8978	ADAMS	1100	2/29/2016
8980	SMITH	3840	3/17/2016
14	TOTAL WEIGHT	41520	

SCHEDULE 1.3 (CONTINUED)

SIT STORAGE

DATE	8/22/2016	SIT STG	
LOT	NAME	WEIGHT	DATE IN
8972	BARRY	1580	1/6/2016
8995	BOWDEN	2300	4/29/2016
1	CARRIKER	237	9/15/2015
1	CAUTHRON	531	7/1/2016
9011	CUTSHALL	5560	8/5/2016
9010	DAHLIN	14140	7/22/2016
1	EDWARDS	402	7/11/2016
1	GOODWIN	6587	5/10/2016
9003	GONZALEZ	6760	6/14/2016
1	HERNANDEZ	4560	8/15/2016
8997	HOLTZ	1340	5/20/2016
1	KIRCHBERG	195	6/21/2016
1	MENKEN	562	7/29/2016
9012	NELSON	552	8/9/2016
1	OAKLEY	2880	8/16/2016
9016	PACE	1320	8/16/2016
9015	PADEN	5300	8/15/2016
8999	PERROT	6380	5/31/2016
1	PETRACEK	1328	8/23/2016
9014	POTTAGE	6320	8/12/2016
1	RODRIGUEZ	3100	10/8/2015
9013	STANDRE	1583	8/9/2016
9009	WATSON	3140	7/21/2016
23	TOTAL WEIGHT	76657	

SCHEDULE 1.3 (CONTINUED)

PVT STORAGE

DATE	AUGUST 2016	PVT STG	
LOT	NAME	WEIGHT	DATE IN
6306	ARRICK	1900	9/5/1989
8583	CZERNIEWSKI	3080	10/31/2014
8989	NELSON	3060	3/16/2016
8908	PEG	1180	10/5/2015
1	PHELPS	1150	2/11/1993
1	SHOWALTER	117	10/9/2015
8970	WILSON	1760	12/14/2015
7	TOTAL WEIGHT	12147	