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P.O. Box 47250
Olympia, WA 98504-7250
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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: XXXX 18531	Docket #
Staff Assigned	Insurance	Inspection	Permit Issued THG-
Reception #	111-0268-207-02	111-0268-013-20	

Type of Household Goods Authority Requested – check one

Fee Required

- Provisional and permanent authority. The fee for provisional, and then permanent authority is a one-time fee. Complete pages 3-8 and Attachment A. \$ 550

- Permanent authority to transfer** 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

- Permanent authority to transfer under the exceptions in WAC 480-15-187. Complete pages 3-8 and Attachments B & C. \$ 250

- Reinstatement of permit (must be filed within 30 days of cancellation, depending on criteria set forth in WAC 480-15-450). Complete pages 3-5 and include a statement justifying the reinstatement. \$ 250

- Name Change – Complete pages 3-5 and Attachment D. \$ 35

BUSINESS INFORMATION

Legal Name: **Transit Systems, Inc.**

Trade Name, if applicable: **Moves for Seniors**

Physical Address: **999 Old Eagle School Road, Wayne, PA 19087**

Mailing Address: **SAME**

Telephone Number **(610) 535-4909** Fax Number **NONE**

Email: **bobb@movesforseniors.com**

BUSINESS INFORMATION - continued

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

UBI #: **604199155**

USDOT #: **MC-261796** - 517872

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 # **NONE**

Employment Security Department (ESD) registration # **NONE**

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.

At this time, applicant intends to contract with other licensed household goods carriers to provide physical labor through interline agreements. The carriers with which applicant will contract will all be licensed household goods carriers for any services requiring such a license. The applicant will be identified on the bills of lading as the carrier and will assume all carrier liability to its shipper customers. If the applicant elects to begin operating its own equipment, it will open accounts with ESD and L&I.

TYPE OF BUSINESS STRUCTURE

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

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>
Christopher Smith	President	100%

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: **The applicant holds a national household goods brokerage license. Though its brokerage, it contracts with motor carriers to provide local and national moving services to senior citizens who are residents of Harvest Management SUB LLC and Harvest AL Management SUB LLC (collectively, "Holiday"). These companies operate senior housing communities throughout the United States, including 43 communities within Washington State. We have partnered with Holiday to provide its residents with a full range of relocation services, including providing moving services. The carriers with whom applicant**

contracts provide the moving and storage labor. Applicant provides marketing, billing and collection services relative to the moving and storage business. The WUTC staff has advised applicant that it must hold a household goods permit to provide its range of moving related services to residents engaged in intrastate moves in Washington.

2. Briefly describe your experience in the transportation/household goods moving industry:

Applicant has been in business since February 19, 1991 as an interstate broker of household goods. As explained above, applicant offers a specialized service through its affiliation with Holiday to provide residents of Holiday retirement communities with a turn key moving service. Applicant provides this service through a network of carriers with whom it contracts. In this sense, applicant's services are akin to a van line's.

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# **261796**

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
UTC Classification Proceeding TV 170747	Hearing Date 12/19/17	WA

*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
TV 170747 Offering HHG service without first obtaining a household goods carrier permit	March 21, 2018	RCW 81.80.075(1)

*attach additional pages if necessary

FINANCIAL STATEMENT PLEASE SEE ATTACHED

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

Transit Systems Inc.
Balance Sheet
As of March 31, 2018
(Unaudited)

	<u>Mar 31, 18</u>
ASSETS	
Current Assets	
Checking/Savings	127,608.50
Accounts Receivable	254,522.95
Other Current Assets	52,347.17
Fixed Assets	75,474.77
Other Assets	303,052.25
TOTAL ASSETS	<u><u>813,005.64</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	284,058.84
Credit Cards	301,548.05
Other Current Liabilities	32,803.98
Long Term Liabilities	6,916,710.32
Total Liabilities	<u>7,535,121.19</u>
Equity	<u>(6,722,115.55)</u>
TOTAL LIABILITIES & EQUITY	<u><u>813,005.64</u></u>

Transit Systems Inc.
Income Statement
 January through March 2018
 (Unaudited)

	<u>Jan - Mar 18</u>
Ordinary Income/Expense	
Revenues-Operating	2,220,202.82
Cost Of Goods Sold	<u>1,297,212.34</u>
Gross Profit	922,990.48
Expense	
Sales & Marketing Expense	322,557.06
General & Administrative Exp	
Equipment & Technology Exp	89,850.21
Office & Administrative	16,438.39
Insurance Expense	22,394.79
Facility Expense	39,773.53
Payroll Expenses	602,204.36
Professional Fees	47,376.03
Telephone Expense	16,884.18
Travel	<u>10,673.04</u>
Total General & Administrative Exp	<u>845,594.53</u>
Total Expense	<u>1,168,151.59</u>
Net Ordinary Income	(245,161.11)
Other Income/Expense	
Other Income	(473.83)
Corporate Expense	<u>29,560.35</u>
Net Other Income	<u>(29,086.52)</u>
Net Income	<u><u>(274,247.63)</u></u>

SAFETY AND OPERATIONS

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.**

SAFETY RESPONSIBILITIES

List the person and position responsible for understanding and complying with the Federal Motor Carrier Safety Regulations (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

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.

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.

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.

INSPECTION, REPAIR AND MAINTENANCE (Title 49, Code of Federal Regulations Part 396). You must systematically inspect, repair, and maintain all motor vehicles.

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.

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)

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).

Name: *ROBERT J BURGA*

Position: *EVP*

OPERATIONAL RESPONSIBILITIES

Annual Reports and Regulatory Fees (WAC 480-15-480). You must annually file a report of your financial operations and pay regulatory fees.

Name: ROBERT J BURK

Position: EVP

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 the 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, Internal Revenue Service (taxes); and Employment Security.

Name: Robert J Burk

Position: EVP

If you would like to receive information about new household goods carriers, check here

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 receive 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 480-15-305 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.

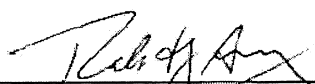
My employees are sufficiently trained to comply with commission rules regarding estimates, bills of lading, rates and charges and terms and conditions of household goods moves. In addition, my employees are sufficiently trained to comply with commission rules regarding vehicle operation, maintenance, and all other safety requirements. My company will provide a copy of the customer survey to each customer for whom we provide transportation service.

I understand the commission will complete a criminal background check on each person named in the application.

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.

Transit Systems, Inc. d/b/a
Moves for Seniors

ROBERT J BURK
Print name of applicant


Signature of Applicant

7/17/18 WAYNE, PA
Date and Location

ATTACHMENT B

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

Current Name on Permit (Seller): **CHINOOK MOVING SERVICES, INC**

Current Trade Name on Permit (Seller): **N/A**

Address (Seller): **3401 E FIR ST, MOUNT VERNON, WA 98273**

HG Permit Number: **011889**

Phone Number (Seller): **360-757-9060**

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? **The Seller will remain liable for any cargo loss and damage claims arising from moves occurring before the closing date**

RELEASE OF AUTHORITY

I, the seller, have sold or otherwise released interest in my household goods permit number HG-011889 to the following:

Name of Buyer: **Transit Systems, Inc.**

Trade Name of Buyer: **Moves for Seniors**

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

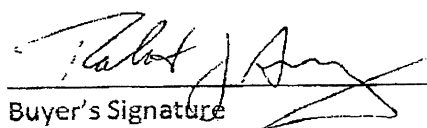
CHINOOK MOVING SERVICES, INC



Seller's Signature

6/15/18 Mt. Vernon, Washington

Date and Location



Buyer's Signature

6/28/18 WAYNE, PA

Date and Location



SIMBURG, KETTER,
SHEPPARD & PURDY, LLP
ATTORNEYS AT LAW

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Of Counsel

MARK A. de REGT
JAMES A. JACKSON
JENNIFER L. JOLLEY PLLC
HOWARD R. MORRILL
ANDREW D. SHAFER, P.S.

July 20, 2018

Mr. Mark Johnson
Executive Director and Secretary
Washington Utilities and Transportation Commission
P.O. Box 47250
Olympia, WA 98504-7250

Re: Transit Systems, Inc. d/b/a Moves for Seniors Application to Acquire HG 11889
from Chinook Moving Services, Inc.

Dear Director Johnson:

On behalf of our client, Transit Systems, Inc. d/b/a Moves for Seniors, attached please its application to acquire HG 11889 currently held by Chinook Moving Services, Inc. This letter is tendered to comply with WAC 480-07-140(4).

If you require any additional information before responding to this letter, please do not hesitate to contact me.

Very truly yours,

SIMBURG KETTER SHEPPARD
& PURDY, LLP

/s/ Andrew D. Shafer
ADS:ah

cc: Mr. Robert Burg (via email only)
Ms. Janet Bailey (via email only)

APPLICATION OF TRANSIT SYSTEMS, INC.
d/b/a MOVES FOR SENIORS FOR PERMIT TO
OPERATE AS A HOUSEHOLDS GOODS MOTOR CARRIER

APPLICANT'S ADDITIONAL INFORMATION.

BUSINESS INFORMATION (Page 5). The applicant has registered to do business in Washington. However, at this time, it does not anticipate hiring any Washington based employees. Instead, it will operate as a non-asset based motor carrier, much the way the interstate van lines operate. It will contract with motor carriers holding household goods licenses to provide services on an interline basis with the applicant. Under this arrangement, the applicant will be identified on the bills of lading as the carrier. It will assume primary liability to the shipping public for cargo loss and damage as well as any other issues relating to a regulated move.

It may also contract with owner-operators to provide service where household goods carriers are unavailable. In that instance, it will rely on the proviso to RCW 51.08.180, which excludes from L&I coverage lessor/operators of trucks to motor carriers.

In the event the applicant does employ individuals in Washington State who provide intrastate moving services, it will register with ESD and L&I to provide unemployment and worker compensation coverage to those employees.

Page 5 – Services to Be Provided. Moves for Seniors is a division of Transit Homes, Inc. It provides services to senior citizens. It has a national contract with Harvest Management Sub LLC, dba Holiday Retirement. Harvest Management is a national company that operates 43 retirement communities throughout the United States. It operates 13 communities in WA in Washington State. Beginning in 2015, MFS entered into brokerage contracts with several Washington licensed household goods carriers to provide regulated service to Harvest's customers moving into and out of Holiday properties located in Washington. In TV 170747, MFS learned that its business arrangement with carriers was considered to be household goods moving for which a license was required.

Holiday Retirement promotes itself as offering trouble free "right sizing" services to senior citizens. Part of its marketing strategy is to present its residents with a full array of services to ease the transition into senior living. We play a vital role in that mission by assisting residents in any way they desire to "right size" their belongings as well as move to their new homes. We assist in transporting unwanted belongings to family members, charities and other recipients. We seek out moving partners who are willing to work with, and are sensitive to the special needs of this market.

Page 5 – Experience. Transit Systems, Inc. has been in business as a specialty transportation broker since 1989. In 2007 it opened its Moves for Seniors division to provide coordinated relocation services to seniors, including arranging transportation services by licensed household goods movers and national van lines on interstate shipments. As a broker of household goods transportation, MFS management has become familiar with all facets of

household goods transportation. Specifically, in Washington, it has obtained copies of Commission Tariff 15C, which is the governing publication it has used in pricing its services on Washington intrastate regulated moves.

SAFETY AND OPERATIONS (Page 8)

Transit Systems, Inc. does not engage in any motor carrier operations. It holds interstate authority to act as a broker of household goods. As such, the company is not required to drug test its employees.

However, the company is familiar with the drug and alcohol testing requirements contained in 49 C.F.R. Part 382. Upon issuance of an operating permit to it by this Commission, MFS will require any carrier with whom it does business to provide evidence of that carrier's compliance with federal and state substance testing requirement. If, and to the extent that MFS enters into owner-operator agreements, it will require those individuals to provide evidence of their compliance with federal and state regulations.

The applicant has a zero tolerance policy throughout the organization. Even though we are not required to drug test, we do so, to the extent the law permits us to.

CERTIFIED STATEMENT

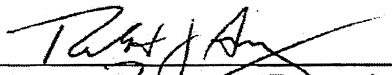
The undersigned applicant and current owner offer this certified statement. The applicant seeks transfer of this license because it has learned through Classification Hearing TV 170747 that its brokerage operations require a household goods carrier license. Applicant has accepted that determination. It has paid the portion of the fine due under the order issued in TV 170747.

This permit is required to enable applicant to provide service to its primary customer, Holiday and the residents in Holiday's senior living communities. Since Holiday has contracted with applicant to provide a wide range of relocation services, including, but not limited to, household goods carriage, obtaining this license is indispensable to applicant being able to perform its obligations to Holiday.

Upon obtaining its license, Applicant will only provide household goods moving services through affiliate agreements with moving companies licensed in the State of Washington. These carriers obtain public liability insurance and list Applicant as an additional insured. Applicant maintains a policy of cargo insurance to cover any shipment risk where the consumer seeks to have its shipment transported at other than the tariff release rate of \$.60/lb. per article. Before an affiliate agreement can become effective, applicant's insurer vets all new carriers to insure they comply with all federal and state laws and regulations regarding motor carrier safety. Applicant also will consider joining the Washington Movers Conference to obtain the most up to date information on household goods operations. If the applicant does eventually build its own fleet of moving vans, it will hire a safety director to oversee driver and vehicle safety issues.

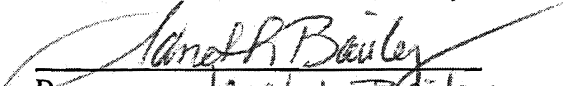
Executed under penalty of perjury at Wayne, PA this 24th day of May 2018.

TRANSIT SYSTEMS, INC.


By: ROBERT J. BURG
Its: EXECUTIVE VICE PRESIDENT

Executed under penalty of perjury at Mount Vernon, WA this ___ day of May, 2018.

CHINOOK MOVING SERVICES, INC.


By: Janet L. Bailey
Its: Chinook Moving Services Inc, President

UTC PERMIT PURCHASE AGREEMENT

This agreement is executed as of the 30th day of April 2018 by and between Transit Systems, Inc., a Pennsylvania corporation doing business as Moves for Seniors ("Buyer), and Chinook Moving Services, Inc., a Washington corporation ("Company") and Janet Bailey ("Bailey"), an individual who is the sole stockholder of Seller. Company and Bailey are referred to individually by their names and collectively are referred to as the "Seller."

I. RECITALS

- A. Bailey is the sole stockholder of the Company.
- B. Company is actively engaged in household goods moving within the state of Washington. It has decided to wind down and terminate its operations.
- C. Buyer desires to purchase, and Seller desires to sell to Buyer, the UTC Permit described in Section 1 below.

II. AGREEMENT

Based on the foregoing, the parties agree as follows

1. **IDENTITY OF UTC PERMIT.** Company hereby sells to Buyer its Washington Utility and Transportation Commission permit, HG 011889, a copy of which is attached as Exhibit 1.

2. **PRICE and PAYMENT TERMS.** Buyer shall pay THREE THOUSAND DOLLARS (\$3,000) ("Price") at closing.

2.1 Escrow. Not later than five days following the parties mutual execution of this agreement, Buyer shall deposit the Price into the non-interest bearing trust account maintained by its attorney, Andrew D. Shafer. The Closing Fund shall be disbursed to the Seller not later than five days following the issuance of a final, non-appealable order issued by the Washington Utilities and Transportation Commission authorizing the transfer of the UTC Permit to Buyer. In the event the WUTC fails to issue a final order approving the transfer of the UTC Permit by December 31, 2018, Buyer may, at its election terminate this Agreement in writing by giving the form of notice set forth in Section ___ below without further obligation to the Seller. In such event, funds deposited into escrow shall be returned to Buyer.

3. **SELLER'S COVENANTS, REPRESENTATIONS AND WARRANTIES.** Seller covenants, represents and warrants to Buyer as follows:

3.1 Solvency. Company is a solvent corporation with all federal, state and local taxes paid and current. In the event that any taxes are delinquent, Company shall reserve sufficient proceeds from this transaction to pay all taxes that have accrued through the date of closing.

3.2 Company is Active. Through the date of this Agreement, the Company remains an active moving and storage business. It solicits moves, operates equipment suitable for the moving and storage business and otherwise satisfies the WUTC's requirements for transferring a household goods permit.

3.3 No Disability. Company is not a party to any agreement the performance of which would impair or prevent Company's performance of this agreement.

3.4 No Breach of Other Agreement. Entering into and performing this agreement will not constitute an event of default in any other agreement to which Seller is a party. If Seller must obtain the consent of any other party before it can close this agreement, it shall take steps to do so within five days following mutual acceptance of this agreement.

3.5 Organization. Company is a corporation organized under the laws of the State of Colorado. It is in good standing and has full legal authority and capacity enter into and perform this agreement.

3.6 Corporate Authority. Company has taken all corporate actions necessary to make this agreement a binding obligation. Bailey represents and warrants that as sole stockholder of Company, she approves this Agreement and is authorized to act on Company's behalf in all respects.

3.7 Other Transactions. Company has not, and through the date of Closing shall not, sell, or solicit an offer to purchase the UTC Permit. It shall not encumber the UTC Permit.

3.8 Operations in Ordinary Course. Company has conducted its business in the ordinary course through the date of this Agreement. It has taken no actions, and shall take no actions which would: (a) render the Company insolvent; (b) impair the value or condition of any of the UTC Permit; (c) terminate, curtail or in any other way compromised its continued sales and marketing efforts through the Closing or the date on which the UTC authorizes Buyer to operate the UTC Permit on a temporary basis pending final order approving sale.

3.9 No Sale of Company. Prior to Closing, and unless this agreement is terminated without closing, Bailey shall not sell, offer to sell or solicit an offer to purchase the shares of stock of the Company.

4. BUYER'S COVENANTS, REPRESENTATIONS AND WARRANTIES.
Buyer covenants, represents and warrants to the Seller as follows:

4.1 Organization. Buyer is a corporation formed under the laws of the Commonwealth of Pennsylvania. It is a corporation in good standing in its state of incorporation and is registered to do business in the State of Washington.

4.2 Corporate Authority. Buyer has taken all actions necessary to make this agreement a binding and enforceable obligation in accordance with its terms. Christopher Smith or Bob Burg are severally authorized to execute all documentation on Buyer's behalf.

4.2 No Disability. Buyer is not a party to any agreement the performance of which would impair or prevent Buyer's performance of this agreement.

4.3 No Breach of Other Agreement. Entering into and performing this agreement will not constitute an event of default in any other agreement to which Buyer is a party. If Buyer must obtain the consent of any other party before it can close this agreement, it shall take steps to do so within five days following mutual acceptance of this agreement.

5. TEMPORARY OPERATIONS. As a part of the consideration for this agreement, the parties shall file a joint application with the WUTC to authorize Buyer to operate the UTC Permit temporarily, pending issuance of a final order authorizing transfer. Upon issuance of an order by the WUTC authorizing Buyer's temporary operation of the UTC Permit, Company shall cease all operations requiring the use of the UTC Permits. Upon issuance of a temporary permit, Buyer shall conduct business in its own name and shall assume all risk and cost of its household goods carrier operations and shall indemnify, defend and hold Company harmless from and against any claims arising from Buyer's operations under the temporary license.

6. CONDITIONS PRECEDENT TO CLOSING.

6.1 By Buyer. Buyer shall have no duty to close until and unless the following Conditions Precedent have been satisfied or waived. Unless otherwise stated below, all conditions precedent shall be waived or satisfied not later than December 31, 2018

- a. Issuance of a final, non-appealable order by the Washington Utilities and Transportation Commission authorizing the transfer of the UTC Permit from Company to Buyer.
- b. Seller's Certificate of Officer. At Closing, Seller shall provide Buyer with a Certificate of Officer certifying: (i) The absence of any breach of any of Seller's covenants, representations and warranties; (ii) all corporate actions necessary to make this transaction binding on the Company have been taken; (iii) the absence of any material adverse change in the Company's operations or finances which render the Company insolvent or would render the Company insolvent by completing this transaction; (iv) the Company has paid, or reserved funds to pay all vendor invoices accrued prior to Closing and all taxes accrued prior to Closing; (v) all conditions precedent to Seller's obligation to Close have been satisfied or waived.

6.2 By Seller. Seller shall have no duty to close until and unless the following Conditions Precedent have been satisfied or waived. Unless otherwise stated below, all conditions precedent shall be waived or satisfied not later than December 31, 2018.

- a. Delivery of Closing Fund. Seller shall have the right to terminate this transaction if Buyer fails to deposit the Price into escrow within five (5) days following the parties' execution of this Agreement;
- b. Buyer's Certificate of Officer. At Closing, Buyer shall provide Seller with a Certificate of Officer certifying: (i) The absence of any breach of any of Buyer's covenants, representations and warranties; (ii) that all corporate actions necessary to make this transaction binding on the Buyer have been taken and (iii) all conditions precedent to Buyer's obligation to Close have been satisfied or waived.

7. **CLOSING.** Closing shall occur five (5) business days following the satisfaction or waiver of all conditions precedent and delivery of the following at Closing:

7.1 Buyer's Certificate required by paragraph 6.2(b);

7.2 Seller's Certificate required by paragraph 6.1(e);

7.3 The parties have received any and all regulatory approval required for Buyer to assume operation of Seller's UTC Permits;

8. **TERMINATION.** This transaction shall terminate upon the following:

8.1 Failure of Conditions Precedent;

8.2 Material breach by either party;

8.3 Mutual agreement of the parties;

9. **MISCELLANEOUS PROVISIONS.**

9.1 Choice of Law. This agreement shall be construed according to the laws of the State of Washington.

9.2 Effective Date. For references purposes only, this Agreement shall be dated April 30, 2018. The parties may execute this agreement in counterpart by facsimile signature. It shall become enforceable pursuant to its terms upon delivery of a signed copy to all parties.

9.3 Complete Understanding - Modification. This agreement constitutes the entire agreement and understanding between the parties and shall not be modified, altered or changed in any respect unless in writing signed by both parties.

9.4 Failure to Enforce - Not a Waiver. Failure of either party to enforce its rights hereunder or in any particular breach shall not be deemed to constitute a waiver by such party to enforce its rights on any subsequent breach.

9.5 Severability. In the event that any provision of this agreement shall be declared unenforceable by any court of competent jurisdiction, the balance of this agreement shall remain in full force and effect.

9.6 Jurisdiction and Venue. The parties hereby agree that any action by either party to enforce their respective rights shall be brought in any state or federal court of competent jurisdiction in the County of Denver, State of Colorado.

9.7 Notices. In the event that any written notice is required to be given pursuant to the terms of this agreement, such notice shall be delivered by e-mail to the following address, or to such other addresses as may be given. Notices given in writing shall be deemed received three (3) days following the date of posting:

To Buyer: bobb@movesforseniors.com

To Sellers: bestmovenw@aol.com

9.8 Ambiguities. The parties hereto have negotiated each of the terms of this document. Ambiguities in this document, if any, shall be reasonably interpreted according to all of the relevant circumstances and shall not otherwise be construed against either party regardless of which party may have drafted the ambiguous provision.

9.9 Binding Effect. This agreement shall be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns.

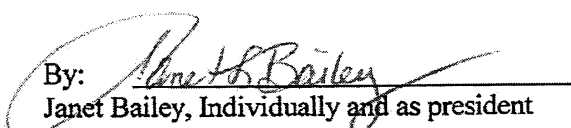
9.10 Effective Date. This agreement shall not be effective until all parties hereto have fully and properly executed this agreement.

9.11 Captions. The paragraph headings used in this agreement are for convenience of reference only and shall not affect the construction of any provision of this agreement.

Executed as of the date stated above.

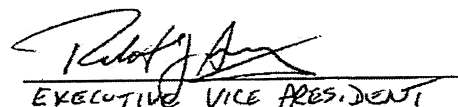
SELLERS:

JANET BAILEY &
CHINOOK MOVING SERVICES, INC.

By: 
Janet Bailey, Individually and as president

BUYER:

TRANSIT SYSTEMS, INC. d/b/a Moves for
Seniors

By: 
Its: EXECUTIVE VICE PRESIDENT