

THOMPSON, WILLIAM R.
D/B/A STARS & STRIPES SHUTTLE
13416 W SUNSET HIGHWAY
AIRWAY HEIGHTS, WA 99001

PERMIT NO.
C-1076

PASSENGER SERVICE BETWEEN: Door to door service, by reservation only:

BETWEEN: Spokane International Airport and points in Spokane County.

BETWEEN: City of Spokane and points in Spokane County.

BETWEEN: Airway Heights, Cheney, Medical Lake, and Spangle.

Service authorized by this certificate which may be within the boundaries of a public transportation authority may only be conducted under agreement with the affected Public Transportation Benefit Area, Municipal Transit Authority, or Regional Transit Authority as required by law.

Charter and excursion services in the state of Washington.

PASSENGER SERVICE BETWEEN:

Fairchild Air Force Base and Spokane International Airport.

TC-060448

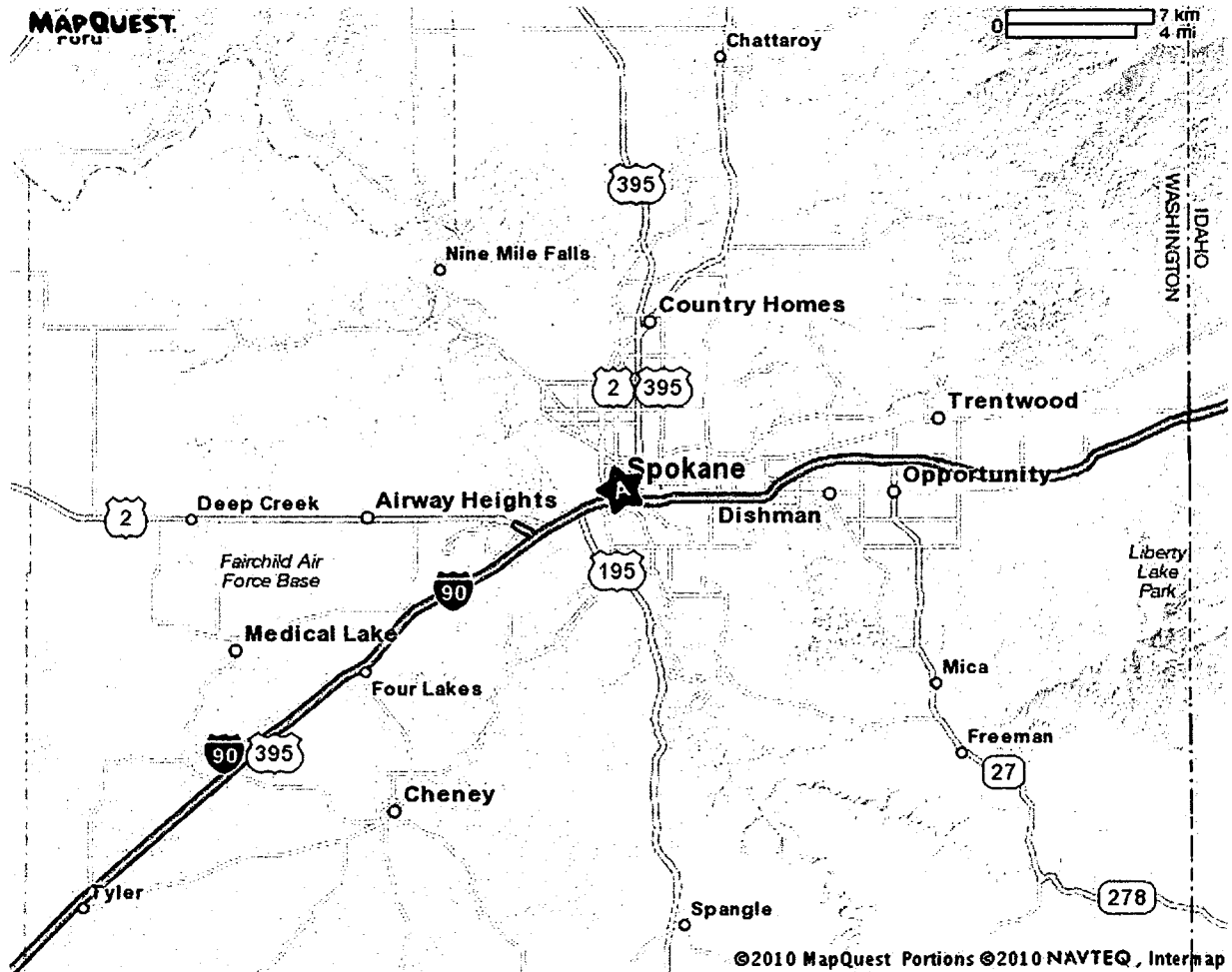
08-17-06



MAPQUEST

Notes

Map of Spokane, WA



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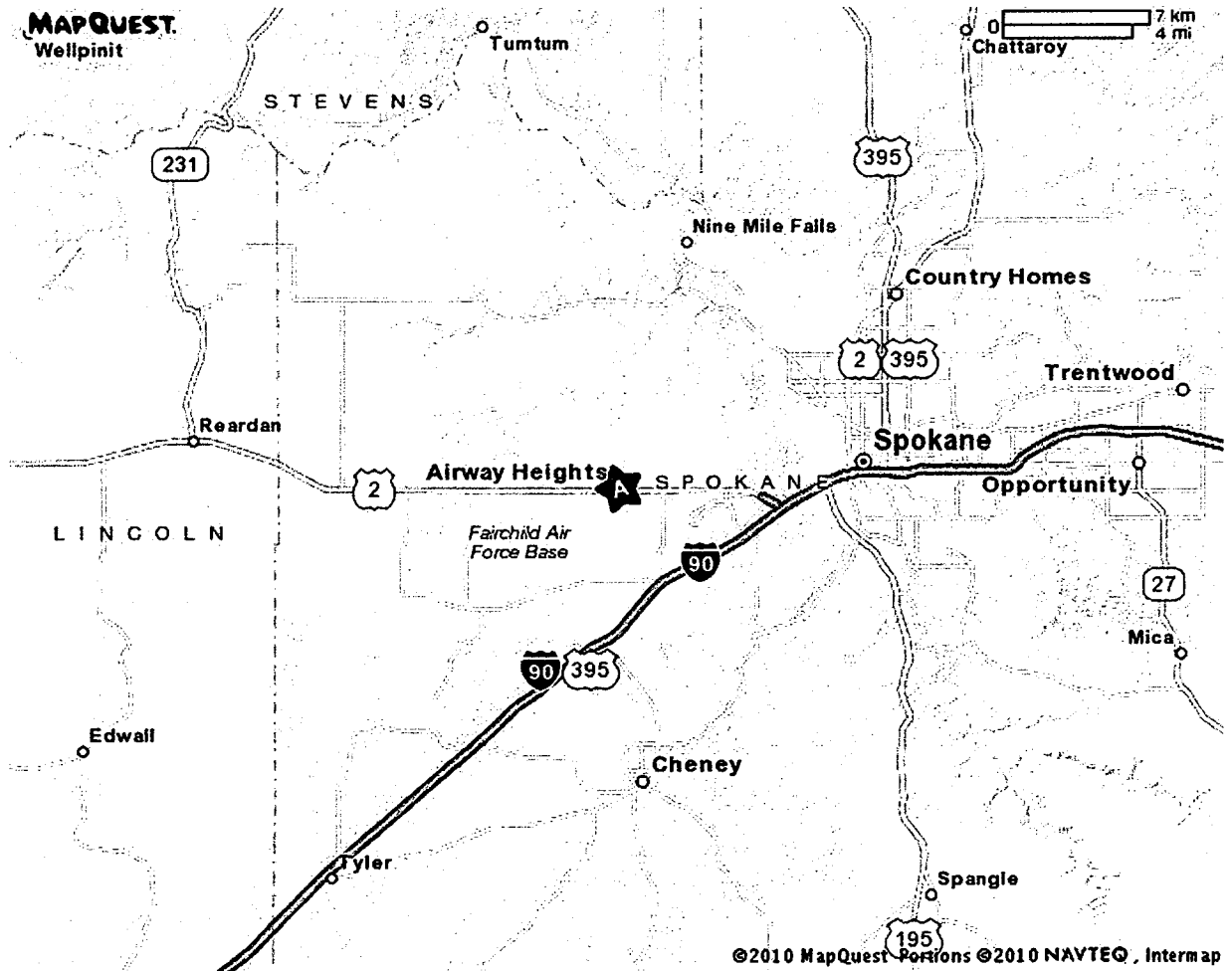
Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our [Terms of Use](#)



MAPQUEST

Notes

Map of Airway Heights, WA



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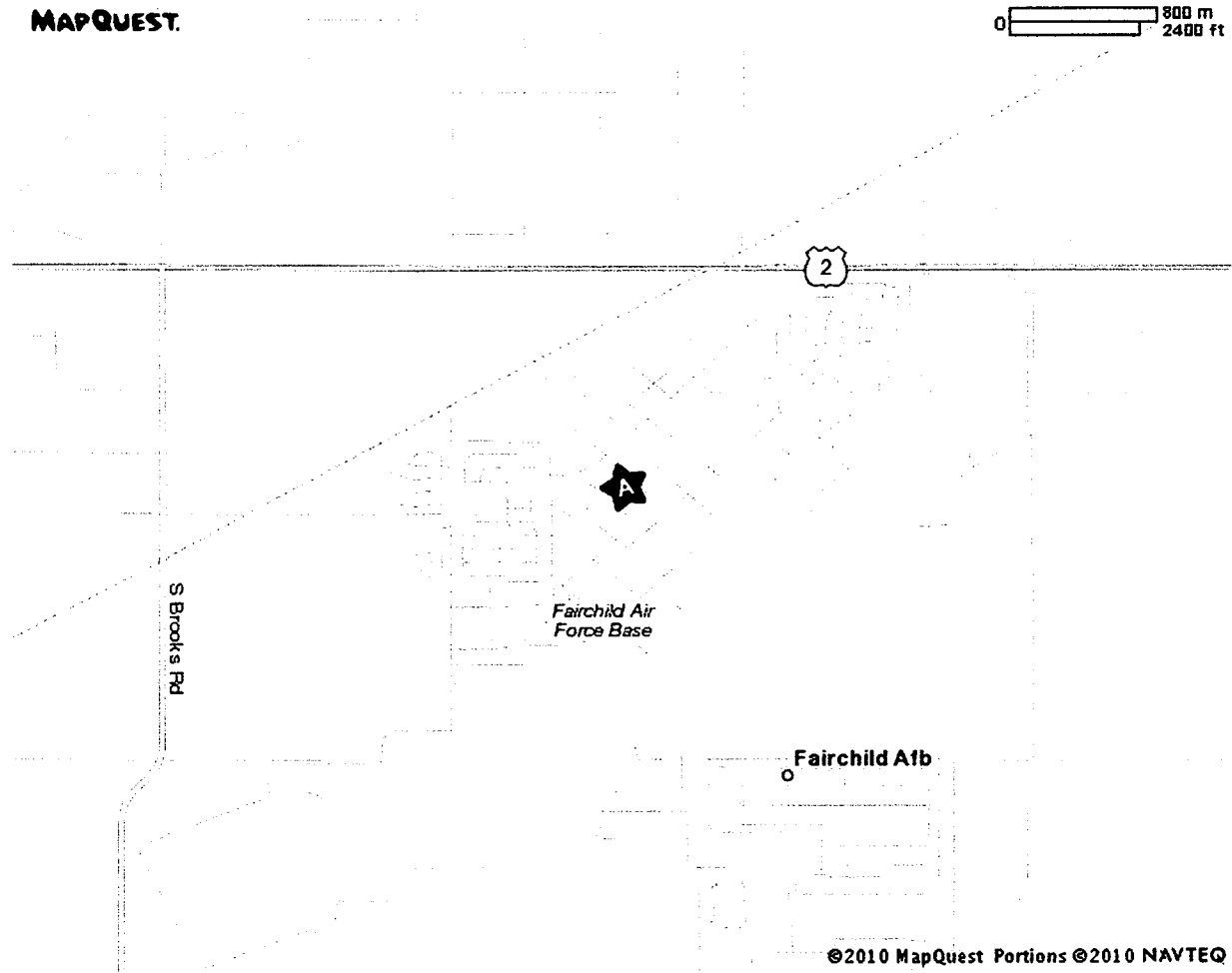


MAPQUEST

Notes

Map of Fairchild Afb, WA

99011



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Salmave Rd

St St

Presley Dr

Washington St

Elm St

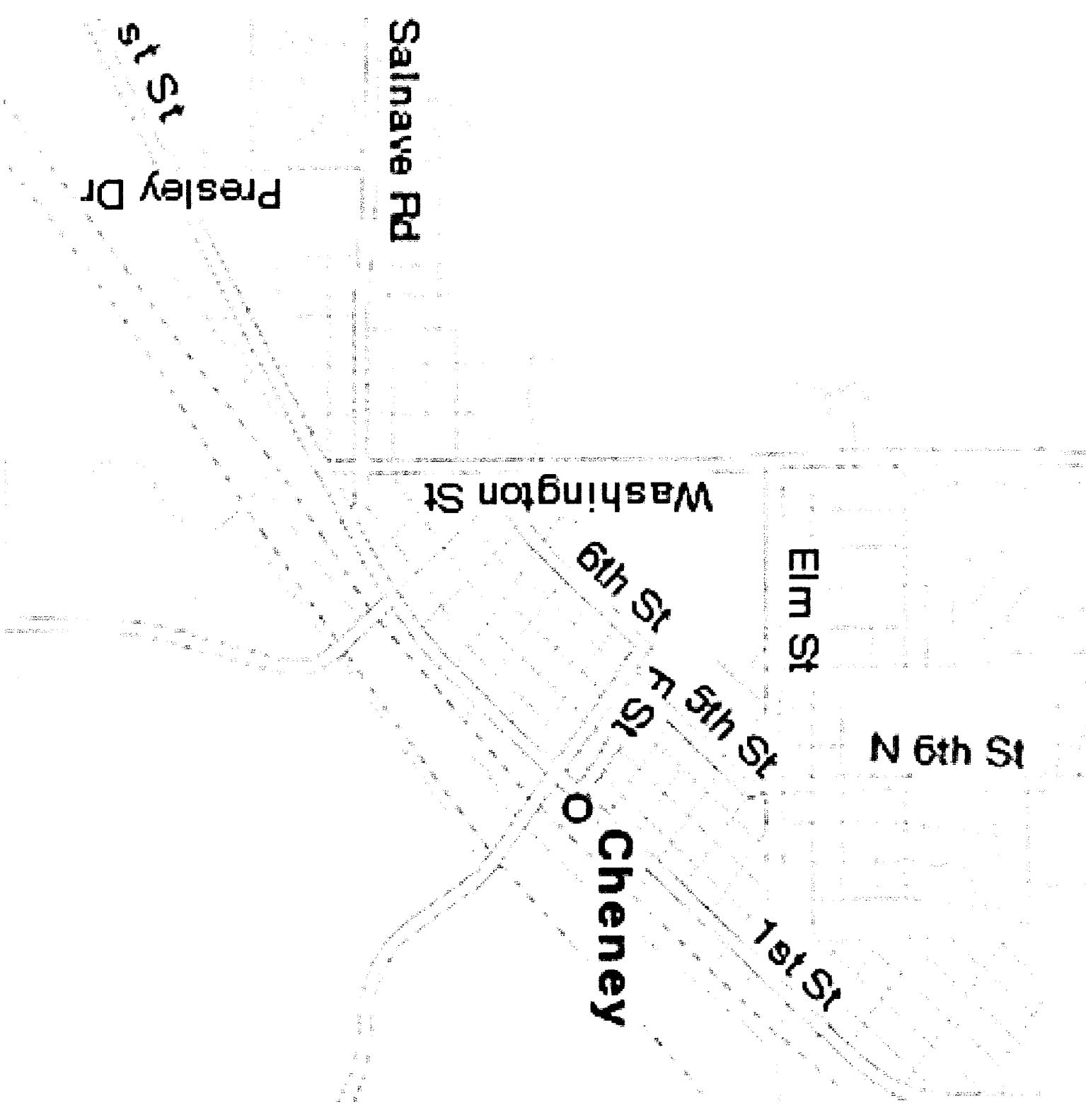
6th St

5th St

N 6th St

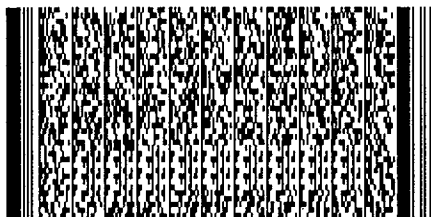
Cheney

1st St



Van #2

STATE OF WASHINGTON
DEPARTMENT OF LICENSING
PO Box 9038 • Olympia, Washington 98507-9038



VEHICLE TITLE APPLICATION/REGISTRATION CERTIFICATE

04/26/2010

1011632240109013

468YIY

Lic/Plt 468YIY		Issue-Date 09/2008		Tab-No Z616034		Reg-Exp 06/28/2011		Value-Code/Yr 27680/2002		Depre 1		Mo-Reg 12		Mo-Gwt	
Power G	Use PAS	Mod-Yr 2002	Make FORD	Ser/Body E3WAGON		Model/BT WSD/BU		VIN or Serial No 1FBSS31L52HB55231			Res-Co 32	Prev-Plt 698RJZ			
ScLwt 5863	Seats 00	Gwt	Gwt-Strt	Gwt-Exp	Fleet	Equip	Prev Title 0613551326			Prev St WA					

BRANDS:
CA 07/15/2003 RENTAL

COMMENT:
18 - COLOR-SILVER - DISPLAY TAB ON BACK LICENSE PLATE ONLY - FRONT PLATE IS STILL REQUIRED.

MILEAGE 489875 A

REGISTERED OWNER

LEGAL OWNER

STARS AND STRIPES SHUTTLE
SERVICE LLC
7106 NEBRASKA AVE
FAIRCHILD AFB WA 99011

I certify that the information contained hereon is accurate and complete.

X *[Signature]*
Signature of Registered Owner(s)

X _____
Signature of Registered Owner(s)

Subscribed and sworn to before _____ This _____ Day of _____, _____.
BATCH NO 9934

FILING	\$	7.00	TBD FEE 3232	\$	CHECK	\$
SUBAGENT	\$	10.00	RTA EXCISE	\$	CASH	\$
LOCAL FEE	\$		USE TAX 3282	\$	17.80 TOTAL FEES	\$ 102.05
LICENSE SRVC	\$.75	OTHER	\$	41.50	
GWT/VWT FEE	\$	20.00	DONOR AWARENESS	\$		
			STATE PARKS	\$	5.00	

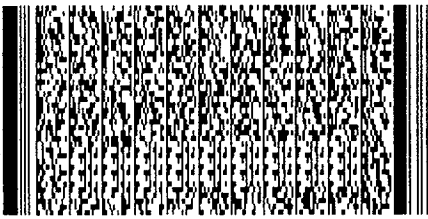
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TRANSFER

RPT ID: ATITPR-1

THIS DOCUMENT IS NOT PROOF OF OWNERSHIP

FPD: ATITPR:2008/10/12.00003(2)



STATE OF WASHINGTON
DEPARTMENT OF LICENSING
PO Box 9038 • Olympia, Washington 98507-9038

Van #3

VEHICLE TITLE APPLICATION/REGISTRATION CERTIFICATE

04/26/2010

1011632240108970

714ZNS

Lic/Plt 714ZNS	Issue-Date 09/2009	Tab-No R702282	Reg-Exp 10/18/2010	Value-Code/Yr 23667/2002	Depre 1	Mo-Reg 12	Mo-Gwt	
Power G	Use PAS	Mod-Yr 2003	Make FORD	Ser/Body E3WAGON	Model/BT WSD/BU	VIN or Serial No 1FBSS31S93HA37126	Res-Co 32	Prev-Plt 346PFE
Sclwt 6390	Seats	Gwt	Gwt-Strt	Gwt-Exp	Fleet	Equip	Prev Title 1008351921	Prev St WA

BRANDS:

COMMENT:

COLOR-SILVER - DISPLAY TAB ON BACK LICENSE PLATE ONLY - FRONT PLATE IS STILL REQUIRED.

MILEAGE 383524 A

REGISTERED OWNER

LEGAL OWNER

STARS AND STRIPES SHUTTLE
SERVICE LLC
7106 NEBRASKA AVE
FAIRCHILD AFB WA 99011

I certify that the information contained hereon is accurate and complete.

X Stars and Stripes Shuttle by Scott Clark X
Signature of Registered Owner(s) Signature of Registered Owner(s)

Subscribed and sworn to before _____ This _____ Day of _____, _____
BATCH NO 9934

FILING	\$	4.00	TBD FEE 3232	\$	CHECK	\$	
SUBAGENT	\$	10.00	RTA EXCISE	\$	CASH	\$	
LOCAL FEE	\$		USE TAX 3282	\$	17.80	TOTAL FEES	\$ 43.30
LICENSE SRVC	\$		OTHER	\$	11.50		
GWT/VWT FEE	\$		DONOR AWARENESS	\$			
			STATE PARKS	\$			

VALIDATION CODE 01322401101160426100032010897

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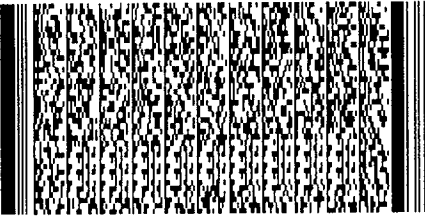
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FPD: ATITPR:2008/10/12.00003(2)

Van # 4

STATE OF WASHINGTON
DEPARTMENT OF LICENSING
PO Box 9038 • Olympia, Washington 98507-9038



VEHICLE TITLE APPLICATION/REGISTRATION CERTIFICATE

04/26/2010

1011632240109004

B74098A

Lic/Plt B74098A		Issue-Date 06/2006		Tab-No Z616033		Reg-Exp 06/06/2011		Value-Code/Yr 200/2010		Depre 2		Mo-Reg 12		Mo-Gwt 12	
Power G	Use TRK	Mod-Yr 2005	Make FORD	Ser/Body E3WAGON		Model/BT WSD/BU		VIN or Serial No 1FBSS31L35HA83269			Res-Co 32	Prev-Plt			
ScLwt 6160	Seats	Gwt 10000	Gwt-Strt 06/07/2010	Gwt-Exp 06/06/2011	Fleet	Equip	Prev Title 1008351912		Prev St WA						

BRANDS:
SC 03/01/2005 RENTAL

COMMENT:
COLOR-SILVER - DISPLAY TAB ON BACK LICENSE PLATE ONLY - FRONT PLATE IS STILL REQUIRED.

MILEAGE 304971 A

REGISTERED OWNER

LEGAL OWNER

STARS AND STRIPES SHUTTLE
SERVICE LLC
7106 NEBRASKA AVE
FAIRCHILD AFB WA 99011

I certify that the information contained hereon is accurate and complete.

X *[Signature]*
Signature of Registered Owner(s)

X _____
Signature of Registered Owner(s)

Subscribed and sworn to before _____ This _____ Day of _____, _____.
BATCH NO 9934

FILING	\$ 7.00	TBD FEE 3232	\$	CHECK	\$
SUBAGENT	\$ 10.00	RTA EXCISE	\$	CASH	\$
LOCAL FEE	\$	USE TAX 3282	\$ 17.80	TOTAL FEES	\$ 111.30
LICENSE SRVC	\$	OTHER	\$ 11.50		
GWT/VWT FEE	\$ 60.00	DONOR AWARENESS	\$		
		STATE PARKS	\$ 5.00		

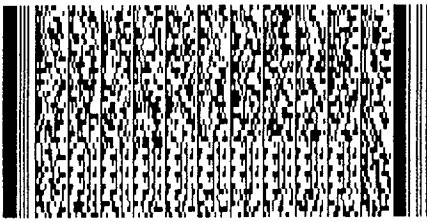
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RPT ID: ATITPR-1

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FPD: ATITPR:2008/10/12.00003(2)



STATE OF WASHINGTON
 DEPARTMENT OF LICENSING
 PO Box 9038 • Olympia, Washington 98507-9038

van #5

VEHICLE TITLE APPLICATION/REGISTRATION CERTIFICATE

04/26/2010

1011632240108989

A04056Z

Lic/Plt A04056Z		Issue-Date 01/2006		Tab-No Z629214		Reg-Exp 02/16/2011		Value-Code/Yr 3500/2005		Depre 1		Mo-Reg 12		Mo-Gwt	
Power G	Use F/H	Mod-Yr 2001	Make FORD	Ser/Body EXECVAN		Model/BT 4DC/YY		VIN or Serial No 1FDXE45S01HB42414		Res-Co 32		Prev-Plt			
Sclwt 8940		Seats 02	Gwt	Gwt-Strt		Gwt-Exp		Fleet	Equip	Prev Title 0932740908		Prev St WA			

BRANDS:

COMMENT:

COLOR-WHITE - DISPLAY TAB ON BACK LICENSE PLATE ONLY - FRONT PLATE IS STILL REQUIRED.

MILEAGE 252894 A

REGISTERED OWNER

LEGAL OWNER

STARS AND STRIPES SHUTTLE
 SERVICE LLC
 7106 NEBRASKA AVE
 FAIRCHILD AFB WA 99011

OWNER(S) CERTIFY, BY SIGNATURE, THAT THIS VEHICLE WILL NOT TOW A TRAILER WITH A GVWR OF 10,000 OR MORE.

I certify that the information contained hereon is accurate and complete.

X [Signature]
 Signature of Registered Owner(s)

X _____
 Signature of Registered Owner(s)

Subscribed and sworn to before _____ This _____ Day of _____, _____
 BATCH NO 9934

FILING	\$ 4.00	TBD FEE 3232	\$	CHECK	\$
SUBAGENT	\$ 10.00	RTA EXCISE	\$	CASH	\$
LOCAL FEE	\$	USE TAX 3282	\$ 17.80	TOTAL FEES	\$ 43.30
LICENSE SRVC	\$	OTHER	\$ 11.50		
GWT/VWT FEE	\$	DONOR AWARENESS	\$		
		STATE PARKS	\$		

VALIDATION CODE 01322401101160426100033010898

TRANSFER

RPT ID: ATITPR-1

THIS DOCUMENT IS NOT PROOF OF OWNERSHIP

FPD: ATITPR:2008/10/12.00003(2)

PURCHASE & SALE AGREEMENT

THIS PURCHASE & SALE AGREEMENT ("AGREEMENT") is made as of 2/19, 2010 (the "EFFECTIVE DATE"), by and between Scott and Eryn McElroy, or their assigns, ("BUYER") and William R. Thompson, a single person ("SELLER").

A. RECITALS

WHEREAS, on the terms and conditions set forth in this AGREEMENT, SELLER now desires to sell and assign to BUYER, and BUYER now desires to purchase and assume from SELLER, all of SELLER'S right, title and interest in the business known as Stars & Stripes Shuttle, a Sole Proprietorship, and any other rights SELLER may have in the same business.

WHEREAS, the parties hereto acknowledge and agree that the Purchase Price (defined below) constitutes fair consideration and reasonably equivalent value for SELLER'S right, title and interest in the business and the obligations incurred or to be incurred hereunder, in each case, by SELLER to or for the benefit of BUYER.

B. AGREEMENT

NOW, THEREFORE, subject to the mutual covenants contained herein, and for payment of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ASSIGNMENTS.

1.1 ASSIGNMENT OF ASSETS. SELLER shall, to the full extent it has the unilateral right of assignment, assign all the business assets of SELLER, including but not limited to furniture, fixtures, equipment, stock in trade, parts and supplies, leasehold interest, and goodwill owned by SELLER in connection with the business currently carried on and doing business as Stars & Stripes Shuttle. To the extent any such assignments require the consent of a third party, SELLER shall, promptly following the execution of this AGREEMENT, in good faith use its best commercially reasonable efforts to obtain from such third party their consent to such assignment, in a form reasonably acceptable to BUYER.

1.2 ANCILLARY ASSIGNMENT(S). SELLER shall, to the full extent it has the unilateral right of assignment, assign all other rights, licenses and obligations directly relating to the business currently carried on and doing business as Stars & Stripes Shuttle, to BUYER pursuant to the terms and conditions stated herein. Such obligations shall include, without limitation, any agreements, rights, intellectual property, software licenses, and other assets, contracts, licenses or other obligations made by or on behalf of SELLER that could reasonably impact BUYER'S ability to exploit and operate the business currently carried on and doing business as Stars & Stripes Shuttle, as

provided herein. Further, SELLER hereby grants BUYER a limited power of attorney in order to effectuate the foregoing. To the extent any such assignments require the consent of a third party, SELLER shall, promptly following the execution of this AGREEMENT, in good faith use its best commercially reasonable efforts to obtain from such third party their consent to such assignment, in a form reasonably acceptable to BUYER.

2. DELIVERY OF ASSETS.

Within five (5) business days following the effective date, and after the purchase price has been received pursuant to the terms of this agreement, SELLER will deliver to BUYER any and all assets and other materials in its possession relating to the business currently carried on and doing business as Stars & Stripes Shuttle. Time is of the essence in this matter, and all monies shall be transferred on February 19, 2010 with BUYERS to assume ownership and control of Stars & Stripes Shuttle on February 24, 2010.

Assets as called for herein shall include any accounts receivable currently in existence in favor of the business currently carried on and doing business as Stars & Stripes Shuttle, and all vehicles currently in the Stars & Stripes Shuttle fleet, provided that BUYER shall hereby assume, enforce, and have all right and title to any and all existing contracts between clients of the business currently carried on and doing business as Stars & Stripes Shuttle, and SELLER, and provided further that SELLER shall only be entitled to collect unpaid amounts under such contracts that are liquidated, non-contingent, and have matured as of the EFFECTIVE DATE of this AGREEMENT.

3. PURCHASE PRICE.

In full and complete consideration of the foregoing, BUYER hereby agrees to pay to SELLER the total sum of One Hundred Sixty Five Thousand Eight Hundred Forty Nine and 43/100 dollars (\$165,849.43) (the "PURCHASE PRICE"), which amount shall be payable as follows:

3.1 The BUYER shall tender the sum of One Hundred Twenty Thousand and No/100 dollars (\$120,000.00) at the time of the sale;

3.2 The BUYER shall make twenty (20) monthly payments in the amount of One Thousand Five Hundred and No/100 dollars (\$1,500.00) due and payable by the first (1st) day of each month until the remaining balance is paid off;

3.3 The BUYER shall begin making monthly payments for the remaining balance due and owing beginning on April 1, 2010;

3.4 The PURCHASE PRICE shall represent the following items, and shall be attributed to each such item as follows:

- Three Thousand Five Hundred Seventy Five and No/100 dollars (\$3,575.00) shall represent acquisition of the physical assets of SELLER. This valuation of the physical assets of SELLER is based upon the letter attached hereto and incorporated herein as "Exhibit A", a true and correct copy of the appraisal of the Stars and Stripes Shuttle fleet of vehicles.
- Fifteen Thousand Eight Hundred Forty Nine and 43/100 dollars shall represent assumption of the liabilities set forth in paragraph 5.5.
- One Hundred Forty Six Thousand Four Hundred Twenty Five and No/100 dollars (\$146,425.00) shall represent the acquisition of the goodwill of the business currently carried on and doing business as Stars and Stripes.

4. REPRESENTATIONS AND WARRANTIES.

4.1 BY SELLER.

SELLER represents and warrants to BUYER as follows:

4.1.1 SELLER is a Sole Proprietorship validly existing and in good standing under the laws of the state of Washington, duly licensed and in good standing under the laws of the state of Washington. SELLER has full power and authority to execute and deliver this AGREEMENT and to consummate the transactions contemplated hereby. The execution and delivery of this AGREEMENT and the consummation of the transactions contemplated hereby have been duly and validly approved, and no other corporate proceedings on the part of SELLER are necessary to approve this AGREEMENT and to authorize and consummate the transactions contemplated hereby.

This AGREEMENT has been duly and validly executed and delivered by SELLER and, assuming the due authorization, execution and delivery of this AGREEMENT by BUYER, constitutes a valid and binding obligation of SELLER, enforceable against SELLER in accordance with its terms;

4.1.2 SELLER has all rights necessary to perform its obligations hereunder, and SELLER except for the obligations set forth in paragraph 5.5, has not pledged or granted a security interest in the business currently carried on and doing business as Stars & Stripes Shuttle, to any person or entity other than BUYER;

4.1.3 SELLER is not a defendant to any action, suit, investigation or proceeding relating to any claim that SELLER'S exploitation of the business currently carried on and doing business as Stars & Stripes Shuttle, infringes the proprietary rights of any third person;

4.1.4 SELLER has not licensed or in any other way authorized any third party to use in any manner any portion of the business currently carried on and

doing business as Stars & Stripes Shuttle, and, to SELLER'S best knowledge, there is no unauthorized use thereof by any third party;

4.1.5 SELLER'S performance of its obligations herein will not result in the breach of any term or provision of, or constitute a default under, any agreement by which SELLER is bound, nor will such actions result in the violation of any obligation, law, ordinance, regulation, order or decree applicable to SELLER; and

4.1.6 SELLER shall not commit any act or enter into any agreement or understanding with any third party which is inconsistent or in conflict with this AGREEMENT.

4.2 BY BUYER.

BUYER represents and warrants to SELLER as follows:

4.2.1 BUYER has full power and authority to execute and deliver this AGREEMENT and to consummate the transactions contemplated hereby. The execution and delivery of this AGREEMENT and the consummation of the transactions contemplated hereby have been duly and validly approved, and no other corporate proceedings on the part of BUYER are necessary to approve this AGREEMENT and to authorize and consummate the transactions contemplated hereby. This AGREEMENT has been duly and validly executed and delivered by BUYER and (assuming the due authorization, execution and delivery of this AGREEMENT by SELLER) constitutes a valid and binding obligation of BUYER, enforceable against BUYER in accordance with its terms;

4.2.2 BUYER has all rights necessary to perform its obligations herein;

4.2.3 BUYER'S performance of its obligations herein will not result in the breach of any term or provision of, or constitute a default under, any agreement by which BUYER is bound, nor will such actions result in the violation of any obligation, law, ordinance, regulation, order or decree applicable to BUYER; and

4.2.4 BUYER shall not commit any act or enter into any agreement or understanding with any third party which is inconsistent or in conflict with this AGREEMENT.

5. INDEMNITIES; LIMITATIONS ON WARRANTIES AND LIABILITIES.

5.1 INDEMNIFICATION.

5.1.1 Indemnification of Purchasers. Notwithstanding any statement or implication to the contrary in this Agreement, Sellers agree to protect,

defend, indemnify and hold harmless Purchasers against any and all liabilities, losses, deficiencies, damages, costs or expenses (including attorneys' and accountants' fees and expenses) occasioned by any breach, failure or falsity of any of the representations, warranties or covenants of Sellers or shareholders contained in this Agreement or in any exhibit hereto or in any document delivered to Purchasers as a condition to the Closing or which result from any claim of any kind by any third person, including but not limited to state or federal tax authorities, relating in any way to Seller's Assets or to the conduct of Seller's Business and arising out of any occurrence or condition which is alleged to have occurred or existed on or prior to the Closing Date. This indemnification shall not limit or impair any right or remedy of Purchasers arising from a breach of the terms of this Agreement by Sellers.

5.1.2 Indemnification of Sellers and Shareholders.

Notwithstanding any statement or implication to the contrary in this Agreement, Purchasers agrees to protect, defend, indemnify and hold harmless Sellers and Shareholders against any and all liabilities, losses, deficiencies, damages, costs or expenses (including attorneys' and accountants' fees and expenses) occasioned by any breach, failure or falsity of any of the representations, warranties or covenants of Purchasers contained in this Agreement or in any exhibit hereto or in any document delivered to Sellers or Shareholders as a condition to the Closing or which result from any claim of any kind by any third person relating in any way to the conduct of Sellers business and arising out of any occurrence or condition which is alleged to have occurred or first existed after the Closing Date. This indemnification shall not limit or impair any right or remedy of Sellers or Shareholders arising from the breach of this Agreement by Purchasers.

5.1.3 Third Party Claims. The party indemnified hereunder (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of the existence of any claim, demand, or other matter involving liabilities to third parties to which the Indemnitor's indemnification obligations would apply, including but not limited to state or federal tax claims, breach of the Lease, or other causes of action, and shall give the Indemnitor a reasonable opportunity to defend the same at his or its own expense and with counsel of his or its own selection (who shall be approved by the Indemnitee, which approval shall not be unreasonably withheld); provided, that the Indemnitee shall at all times also have the right to fully participate in the defense at its own expense. If the Indemnitor shall, within ten (10) days after said notice, fail to defend, the Indemnitee shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment) the claim or other matter on behalf, for the account, and at the risk and expense of the Indemnitor. If the claim is one that cannot by its nature be defended solely by the Indemnitor, the Indemnitee shall make available all information and assistance that the Indemnitor may reasonably request; provided that any associated expenses shall be paid by the Indemnitor.

5.2 LIMITATION ON LIABILITY.

EXCEPT FOR THE RESPECTIVE INDEMNIFICATION OBLIGATIONS OF EACH PARTY, AS PROVIDED ABOVE, THE LIABILITY OF EITHER PARTY, IF ANY, FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER AND REGARDLESS OF THE LEGAL THEORY, SHALL NOT INCLUDE COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS OR COMMITMENTS, WHETHER MADE IN ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF REPUTATION OR GOODWILL OR FOR ANY OTHER REASON WHATSOEVER. EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING

5.3 LIMITATION ON WARRANTIES.

EXCEPT FOR ANY WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, AND WARRANTY OF TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

5.4 DEFAULT.

If within thirty (30) days following receipt of written notice of a material breach of any of the material terms, covenants, representations and/or warranties of this AGREEMENT, such breach is not remedied by the breaching party to the non-breaching party's reasonable satisfaction (or, except with respect to a payment breach hereunder, within such longer period, up to forty-five (45) days, if the nature of the breach is such that it cannot reasonably be cured within such thirty (30) day period), then such breaching party shall be deemed in "DEFAULT" of this AGREEMENT.

5.5 ASSUMPTION OF LIABILITIES

BUYER shall assume the following liabilities of SELLER:

- Remainder of the balance owed for two vehicles currently in the Stars & Stripes Shuttle fleet of automobiles. Once the vehicles are paid off, title shall be passed to Stars & Stripes Shuttle.
- The vehicles the BUYER will make payments for are:
 - 2005 Ford E350 Van
 - 2003 Ford E350 Van

6. MISCELLANEOUS.

6.1 FURTHER ASSURANCES/COOPERATION.

SELLER and BUYER will use reasonable efforts to implement the provisions of this AGREEMENT, including but not limited to the execution and delivery of such other documents in addition to those required by this AGREEMENT, in form and substance reasonably satisfactory to the other party, as may be reasonably deemed necessary to implement any provision of this AGREEMENT.

6.2 SEVERABILITY.

Every provision of this AGREEMENT is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid, such illegal or invalid terms or provisions shall not affect the other terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

6.3 CHOICE OF LAW.

This AGREEMENT shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Washington (without reference to its choice of law provisions).

6.4 NOTICES.

All notices required or permitted under this AGREEMENT shall be in writing, shall reference this AGREEMENT and shall be deemed given: (i) when sent by facsimile to the facsimile number set forth below and confirmed by machine printed receipt with a copy of the notice sent by registered or certified mail; (ii) five (5) working days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) working day after deposit with a commercial overnight carrier, with written verification of receipt. All communications shall be sent to the address set forth below, or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section:

IF TO SELLER

Attention: William Thompson
1610 S. Deer Heights #M12
Spokane, WA 99224

IF TO BUYER

Attention: Scott McElroy
5931 Kamiakin Trail
Fairchild AFB, WA 99011

6.5 ATTORNEY'S FEES.

In the event of any litigation between the parties hereto, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to other relief as the court may award.

6.6 BOARD APPROVAL.

SELLER and BUYER acknowledge no Board of Directors approval is required.

6.7 NO OFFSET.

Notwithstanding anything to the contrary in this AGREEMENT or any other agreements between the parties, in no event shall any amounts due under this AGREEMENT be paid by offset against any amounts due under any other agreements which may exist between the parties.

6.8 MULTIPLE COUNTERPARTS.

This AGREEMENT may be executed in counterparts and may be delivered by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.9 ENTIRE AGREEMENT; AMENDMENTS AND WAIVERS.

This AGREEMENT, together with all exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. This AGREEMENT may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. No amendment, supplement, modification or waiver of this AGREEMENT shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this AGREEMENT shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

6.10 PRESS RELEASES.

BUYER and SELLER agree not to issue any press releases or similar public statements concerning this AGREEMENT without the prior consent of the other, not to be unreasonably withheld.

6.11 JURISDICTION AND VENUE.

By signing this AGREEMENT, BUYER and SELLER each respectively agree that should any dispute arise out of this AGREEMENT, the courts of the County of Spokane, State of Washington shall have sole jurisdiction to decide such matters. Further, BUYER and SELLER each respectively agree that should the parties desire mediation or arbitration, such mediation or arbitration shall occur in the County of Spokane, State of Washington.

6.12 HEADINGS.

The headings for each paragraph contained herein are solely for the convenience of the parties and shall not be considered in interpreting the meaning of any provision of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by their duly authorized representatives as set forth below.

SELLER

William R. Thompson

WILLIAM R. THOMPSON

State of Washington)

) SS:

County of Spokane)

On this 19th day of February, 2010, before me the undersigned, a Notary Public in and for the State of Washington, duly appointed and sworn personally appeared William Thompson the person that executed the foregoing instrument.

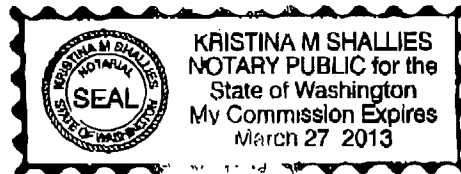
Given under my hand and official seal the day and year last above written.

Kristina M Shallies

Notary Public in and for the State of Washington

Residing at Spokane County

My Appointment expires: March 27, 2013



SECURITY AGREEMENT

This SECURITY AGREEMENT ("Security") is entered into this 17 day of February, 20~~09~~¹⁰, by SCOTT and ERYN McELROY, a married couple (collectively "Debtor") and WILLIAM R. THOMPSON, a single person ("Secured Party")

RECITALS

A. Debtor and Secured Party are parties to Purchase and Sale Agreement along with a Promissory Note dated February ___, 2010 (collectively "Agreements") under which Debtor purchased business assets from Secured Party, who also provided purchase money for such acquisition.

B. Debtor has agreed to secure Debtor's assets on the terms and conditions set forth below, to secure the full performance of Debtor's obligations under this Security and the Agreements.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and subject to the conditions hereinafter set forth, Debtor and Secured Party hereby agree as follows:

1. Definitions.

1.1 Collateral. The term "Collateral" means all inventory, receivables, equipment, vehicles, furniture, fixtures, customer lists, business name, goodwill and proceeds thereof owned by Debtor.

1.2 Cure Period. The term "Cure Period" means a period of ten (10) days from the time the Debtor receives Notice of a Default.

1.3 Default. The term "Default" means the event that occurs if:

1.3.1 Debtor fails to make, when due, any payment owed on any of the Obligations;

1.3.2 Debtor breaches any of the material terms of this Security or the Agreements;

1.3.3 Debtor becomes insolvent, a receiver is appointed for any part of the Debtor's property, Debtor assigns any of its assets for the benefit of creditors or Debtor files or is served with a petition for relief under the Bankruptcy Code, or any similar state or federal statute, or a proceeding is instituted against the Debtor seeking a readjustment of his indebtedness;

1.3.4 Any of the Collateral is attached pursuant to a court order or other legal process;

1.3.5 Debtor admits, in writing, its inability to pay its debts as they become due; or

1.3.6 Debtor (i) dissolves or liquidates in whole or in part; or (ii) purchases, redeems, or retires its capital stock; or (iii) sells all, or substantially all of its assets without prior written approval of the Secured Party.

1.4 Obligations. The term "Obligations" means all of the debts, financial obligations and other duties owed by the Debtor to the Secured Party under this Security, the Agreements and any other account or matter.

2. Grant of Security Interest. In consideration for amount evidenced by the Agreements and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as security for the prompt payment and performance of the Obligations, Debtor grants to Secured Party a security interest in the Collateral. Except for titles to the vehicles, the Debtor shall hold the Collateral, unless and until a Default occurs.

3. Perfection of Security Interests. At any time, upon demand of the Secured Party, the Debtor will execute, file, and record any notice, financing statement, or other instrument necessary to create, continue, or perfect the security interest granted by this Security or to enable the Secured Party to exercise or enforce its rights under this Security.

4. Warranties and Covenants. Debtor warrants and agrees that:

4.1 Protection of Collateral. Except for the security interest granted by this Security, Debtor owns and will keep the Collateral free and clear of liens, security interests, or other encumbrances. Except as mentioned immediately above, no financing statement, security agreement, or other instrument naming the Debtor as "debtor" and affecting the Collateral exists, or is on file or recorded in any public office. Debtor will not, without obtaining the prior written consent of the Secured Party, transfer or encumber any part of the Collateral or any interest in the Collateral, except as to inventory sold in the ordinary course of business. Debtor will not undertake any action that will impair, damage, or destroy the Secured Party's collateral position.

4.2 Performance. Debtor will perform promptly all of its Obligations.

4.3 Access to Records. Debtor will maintain full and accurate books of account, ledgers, and other written records relating to the Collateral. Secured Party, at Secured Party's time and expense, shall at all times have the right to inspect any of Debtor's records relating to the Collateral and the right to obtain copies of the records.

4.4 Litigation. No unsatisfied judgments, decrees, or orders of any court or governmental body are outstanding against Debtor or against the Collateral. No proceedings are pending, nor has Debtor been threatened with the institution of proceedings, before any court or governmental body that will affect the financial condition of Debtor or the status of the Collateral.

4.5 **Payment of Taxes and Indebtedness.** Debtor will promptly pay all liens, taxes, assessments, or contributions required by law which may come due and which are lawfully levied or assessed with respect to any of the Collateral. Debtor will execute and deliver to Secured Party, upon demand, certificates attesting to the timely payment or deposit of the sums owed on all such liens, taxes, assessments, or contributions. Debtor will fully comply with all terms and provisions of this Security and all other security instruments upon which it is obligated.

4.6 **No Impairment of Obligations.** Until the Obligations have been paid in full, Debtor will not make any agreement that is inconsistent with its Obligations unless Debtor has obtained prior written consent from Secured Party.

4.7 **Inspection of Collateral.** Debtor grants to Secured Party the right to visit Debtor's premises at reasonable times during regular business hours to inspect the Collateral.

4.8 **Insurance and Indemnification for Use of Collateral.** Debtor shall insure the Collateral for liability purposes as well as property and casualty purposes for a minimum of One Hundred Thousand and no/100 dollars (\$100,000.00). The insurance policies shall name the Secured Party as an insured party. The insurance policies shall provide that written notice of cancellation be delivered to the Secured Party at a minimum, ten (10) days before cancellation. Debtor shall deliver to the Secured Party evidence of compliance with this provision that is satisfactory to the Secured Party. Debtor assumes all responsibility and liability arising from the use of the Collateral, and will indemnify, defend and hold the Secured Party harmless from any and all loss or damage to persons or property resulting from the use of the Collateral.

5. **Notice of Default and Cure.** Secured Party shall deliver Notice of any Default to Debtor. Debtor shall have the right to cure any Default specified under Section 1.3.1 or 1.3.2 within the Cure Period. If Debtor fails to cure the Default within the Cure Period, or is prohibited from curing the Default, then Secured Party may pursue any and all remedies provided in this Security. Debtor agrees that receipt of Notice shall provide Debtor with reasonable advance notice of a planned sale or other disposition of the Collateral by Secured Party.

6. **Remedies.** Upon Default, Secured Party shall have all rights available at law or in equity, including all rights available under the Washington Uniform Commercial Code. All rights and remedies granted under this Security shall be deemed cumulative, and not exclusive of any other right or remedy available to Secured Party. Secured Party retain the right, upon giving Notice to Debtor, to bring suit on the Agreements, to take possession of the Collateral, and to sell, assign, or otherwise dispose of the Collateral as permitted under Washington law. Debtor shall be entitled to any surplus, and shall remain liable for any deficiency remaining after disposition of the Collateral. All rights and remedies granted under this Security shall be deemed cumulative and not exclusive of any other right or remedy available to Secured Party.

7. **Modifications to Be in Writing.** This Security may not be changed orally. For a modification of this Security to be effective, it must in writing and have been signed by each party. Every right or remedy granted by this Security may be exercised as often as shall be deemed expedient by Secured Party.

8. **Termination of Agreements.** This Security shall remain in effect until the Obligations have been discharged in full, at which time it shall terminate.

9. **Miscellaneous.**

9.1 **Waiver.** No right or obligation under this Security will be deemed to have been waived unless evidenced by a writing signed by the party against which the waiver is asserted, or by its duly authorized representative. Any waiver will be effective only with respect to the specific instance involved, and will not impair or limit the right of the waiving party to insist upon strict performance of the right or obligation in any other instance, in any other respect, or at any other time.

9.2 **Notice.** Any notice or other communication required or permitted under this Security shall be in writing and shall be deemed to have been duly given or made either (a) when delivered to the party to which it is directed, or (b) three (3) days after being deposited in the United States certified or registered mail, postage prepaid, return receipt requested, and properly addressed to the party to which it is directed. A communication will be deemed to be properly addressed if sent to Debtor at 5931 Kamiakin Trail, Fairchild AFB, WA 99011, and if sent to Secured Party at 1610 S. Deer Heights #M12, Spokane, WA 99224. At any time during the term of this Security, Debtor and Secured Party may change the address to which notices and other communications must be sent by providing written notice of a new address within the United States to the other Party. Any change of address will be effective ten (10) days after notice is given.

9.3 **Modifications to Be in Writing.** To be effective, any modification to this Security must be in writing signed by all parties to the Security.

9.4 **Security Binding upon Successors and Assigns.** This Security shall bind Debtor and their successors and assigns. All rights, privileges, and powers granted to Secured Party under this Security shall benefit Secured Party and their successors and assigns.

9.5 **Further Assurances.** Both Debtor and Secured Party agree to take any further actions and to make, execute, and deliver any further written instruments that may be reasonably required to carry out the terms, provisions, intentions, and purposes of this Security.

9.6 **Attorneys' Fees and Costs.** If Debtor or Secured Party institutes legal proceedings to settle any controversy arising under this Security or the Agreements, the

prevailing party in the action shall be entitled to recover its reasonable attorneys' fees and costs.

9.7 **Governing Law/Venue.** This Security shall be enforced, governed, and construed in all respects in accordance with the substantive and procedural laws of the State of Washington. Venue of any action shall be in Spokane County, Washington.

9.8 **Severability.** If any provision of this Security or any application of any provision is determined to be unenforceable, the remainder of this Security shall be unaffected. If the provision is found to be unenforceable when applied to particular persons or circumstances, the application of the provision to other persons or circumstances shall be unaffected.

9.9 **Entire Agreement.** This Security represents the entire understanding of the parties with respect to the subject matter of the Security. There are no other prior or contemporaneous agreements, either written or oral, among the parties with respect to this subject.

9.10 **Counterparts/Facsimile Signatures.** This Security may be executed in counterparts, and each executed counterpart shall have the same force and effect as an original instrument as if all parties to the counterparts had signed the same instrument. Facsimile signatures shall be deemed to be original signatures.

9.11 **Interpretation.** This Security is the product of negotiation and amendment, and shall not be interpreted particularly for or against either party because that party's legal representative drafted this Security or a portion of it.

9.12 **Legal Representation.** Each party stipulates that they have been represented by counsel of their own choosing in connection with this Security and the Agreements. Each party has had the contents of this Security and the Agreements fully explained by their respective counsel and each is fully aware of the contents of this Security and the Agreements and its legal effect or has waived right to independent counsel even though they have been timely advised to, and have had adequate opportunity to, obtain independent legal counsel. Brian G. Gosline of Brian G. Gosline, P.C. represents Secured Party and Aaron M. Naccarato represents Debtor.

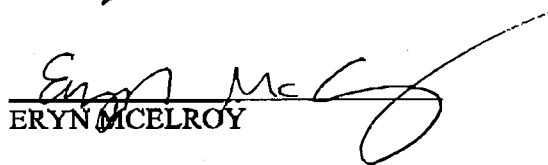
EXECUTED AND DELIVERED this 19 day of February, 2010.

SECURED PARTY:


WILLIAM R. THOMPSON

DEBTOR:


SCOTT MCELROY


ERYN MCELROY

PROMISSORY NOTE

\$30,000.00

Spokane, Washington
February 19, 2010

For good and valuable consideration received, SCOTT and ERYN MCELROY, husband and wife and jointly and severally (collectively "Maker"), promises to pay to the order of WILLIAM R. THOMPSON, a single person ("Payee"), the sum of Thirty Thousand and no/100 dollars (\$30,000.00), bearing interest thereon at 72/100s percent (.72%) per annum, compounded monthly.

Said principal, together with interest as aforesaid, shall be paid as follows:

1. Beginning April 1, 2010, a payment of One Thousand Five Hundred and no/100 dollars (\$1,500.00) and similar payments on the first day of each subsequent month through and including October 1, 2011; and
2. On November 1, 2011, a sufficient amount reflecting payment in full of all accrued interest, late payment penalties (if any) and outstanding principal.

Should any payment due hereunder be paid on a date more than ten (10) days after the due date thereof, a late payment penalty equal to five percent (5%) of the amount of the payment due shall be imposed. If any payment due hereunder is more than ninety (90) days past due, then such amount due shall bear interest from such due date at the rate of twelve percent (12%) per annum, or the maximum amount allowed by law, if less.

All payments shall be made by electronic funds transfers, or any other source of readily available fund, to the accounts of the Payee. Any payments shall be applied first to accrued interest, then to any late payment penalty and then to principal. Maker may prepay any or all of the outstanding principal amount at any time without penalty.

If this note shall be placed in the hands of an attorney for collection or if suit shall be brought to collect any of the principal or interest of this note, the above debtor promises to pay reasonable attorneys' fees. Each maker of this note executes the same as a principal and not as a surety.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

THE MAKER OF THIS NOTE, SURETIES, ENDORSERS, AND ASSIGNS HERETO, HEREBY SEVERALLY WAIVES PRESENTMENT, PROTEST AND NOTICE OF NONPAYMENT AND FURTHER WAIVE ANY RELIEF OR DISCHARGE ARISING FROM ANY EXTENSION OF TIME OF PAYMENT, OR FROM ANY OTHER COSTS AT OR AFTER MATURITY HEREOF.

MAKER:



SCOTT MCELROY

ERYN MCELROY