

Michael A. Larson Attorney at Law mlarson@PivotalLawGroup.com

December 8, 2011

David Pratt, Assistant Director for Transportation Safety Safety and Consumer Protection Division 1300 S. Evergreen Park Dr. S.W. P.O. Box 47250 Olympia, Washington 98504-7250

Re: Docket TV-111886, Applicant's Response to Commission Staff's Response to Application for Household Goods Moving Company Permit

Dear Mr. Pratt:

We are in receipt of Commission Staff's Response to Application for Household Goods Moving Company Permit for Moving On Up, LLC ("Memorandum"). After reviewing the Commission's Memorandum and discussing its contents with our client, we would like to clarify some points in the Memorandum and supplement it with some additional facts the Commission may or may not be aware of.

It is our belief, that there has been a misunderstanding regarding some of the issues stated in the Memorandum. Accordingly, we respectfully request the Commission to review this letter and attached exhibits, and approve Moving On Up, LLC ("Moving On Up")'s application for household goods moving permit.

#### A. Background

The Commission staff provided, in their Memorandum, a summary of Jody Webb's alleged history with the Commission. However, we believe that many points made in the Memorandum need to be clarified.

Jody's history with the Commission dates back to 2001, when he was operating Miracle Movers, Inc. UBI# 602221732. At that time, his brother, Jesse Webb, worked with him in operating the business. However in 2004, all the assets of Miracle Movers were sold by Jody to Jesse. After the sale, Jesse began operating a moving company (different UBI#602514885), under the same name as Jody's company, Miracle Movers, Inc. ("Miracle Movers"). See the sale documents for the 2004 transaction attached hereto as **Exhibit A** and incorporated herein by reference. Jesse subsequently changed his company name to Moving On, Inc. in 2011.

We believe that much of the confusion lies in the fact that Jesse used the same name as his brother's company, even though they were two separate businesses. And in April 2011, Jesse's companies sold its assets to Maria Gamman's company, Miracle Transfer, Inc. ("Miracle Transfer"). The assets included two trucks, service marks, and amongst other things, moving supplies. One of the service marks sold to Maria was "Miracle Movers," and Maria began to operate her business by that name. See sale documents attached hereto as **Exhibit B** and incorporated herein by reference. Because Maria began to operate her business by that name, Commission staff mistakenly believed that Jesse was still operating his company in July 2011. Accordingly, the two trucks Maria used in her business had their registrations revoked.

Jody, Jesse, and all their companies did not try to circumvent their outstanding legal and financial responsibilities. In fact, Jesse has been ready and willing pay the Commission for the outstanding debt. Accordingly, we believe that the "background" section of the Memorandum incorrectly summarizes Jody's history with the Commission.

#### B. Grounds for Denying Application for Household Goods Permit

#### 1. WAC 480-15-330(4)(a) The application is incomplete

Jody would like to begin transporting household goods legally in Washington State. As such, he has formed his own company, Moving On Up. This company will have \$9,000 in starting capital. Jody projects that Moving On Up will bring in revenue of \$100,000 per year. Moving On Up purchased all the assets of Miracle Transfer, including the two trucks that were owned by Miracle Transfer for \$82,500. Jesse was not involved in this sale, as Miracle Transfer is owned by Maria. See the Purchase and Sale Agreement attached hereto as **Exhibit C** and incorporated herein by reference. Once the registrations on the trucks have been reinstated, Jody will purchase insurance for them.

However, Jesse will initially be available to train Jody for up to two months from the time of purchase. Other than the initial training, Jesse will not take any part in Jody's business.

This is the current business plan, including financial information, for the company. However, if the Commission requires more information, Jody would be happy to provide it upon request.

## 2. WAC 480-15-330(4)(b) The application indicates evidence of fraud, misrepresentation, or erroneous information.

The reason why Jesse registered the moving trucks to Jody's home address is because Jody owned the trucks until Jesse paid off all the moneys owed to Jody pursuant to the 2004 sale (See above for more information regarding the 2004 sale between Jody and Jesse). In 2009, Jody filed the UCC Financing

Statement on Jesse's companies because Jesse was having financial difficulty and Jody wanted to protect his interest. On November 3, 2011 Jody filed a UCC Amendment terminating his security interest, since Jesse paid the debt in full. A copy of the UCC Amendment terminating Jody's security interest is attached hereto as **Exhibit D** and incorporated herein by reference.

Additionally, we would like to amend an error in the business plan attached to the permit application. Jody has no interest in purchasing five of the vehicles owned by Jesse's company. In fact, he purchased the two trucks owned by Miracle Transfer (Maria's company), trucks in which he did not have an interest in. Jody also purchased the moving equipment, service marks and intellectual property from Miracle Transfer.

Furthermore, we would like to clarify that Jesse's companies Cascade Truck Rental, LLC and Crown Truck Rental, LLC were legal companies. Jesse was told by a previous attorney to hold the assets of his companies (trucks, intellectual properties, etc.) under different companies for asset protection. As such, he held his trucks under different LLCs. However, these companies are no longer active.

#### 3. WAC 480-15-330(4)(e)(ii) The applicant has been convicted of a crime.

We do not believe that Jody misrepresented the fact that he had been convicted of a crime, on his permit application. The question stated, "Have you ever been convicted of a crime?" On page 3 line 1 of the application, it stated that the applicant is Moving On Up. Jody read the question as asking whether his company, Moving On Up ever committed a crime. As such, Jody stated that Moving On Up has never committed a crime. Accordingly, Jody never in any way intended to mislead Commission staff regarding whether he had ever been convicted of a crime.

As to Jody's "extensive criminal history," the Commission staff is referring to 2 misdemeanors and 3 gross misdemeanors committed when he was a teenager. Due to the staleness of these convictions, we do not believe that they should weigh heavily in the determination of whether Jody should be permitted.

Additionally, the October 24, 2011 arrest should not have any weight in determining whether Jody should be permitted. First and foremost, Jody was only arrested on October 24, 2011; he has not yet been convicted of the charges. In fact, Jody has expressed his intention to plead not guilty to the charges. Additionally, the October 24, 2011 arrest arose out of Jody's failure to keep his dog on a leash, and his failure to have a Discover Pass in a State park, and as such, these charges in no way show Jody's ability or inability to conduct a household moving company.

4. WAC 480-15-330(4)(e)(v) The applicant has been subject to other enforcement actions for violations of state law or commission rules.

It is on information and belief that Moving On Up has never been subject to other enforcement actions for violations of state law or Commission rules.

## 5. WAC 480-15-330(4)(g) Other circumstances exist that cause the commission to believe issuing the permit is not in the public interest.

<u>Jody has not been evading regulation</u>. Jody sold the assets of is company to Jesse back in 2004. Since that time Jody has not been involved in the moving industry, and therefore, has had no reason to apply for a permit with the UTC. However, Jody would like to start a household moving company now, and as such, he is now applying for an application with the UTC. Accordingly, Jody has not evaded Commission regulations.

Jesse did not attempt to transfer ownership of the vehicles to Alice Cowles. Jesse would like to clarify that in March of this year Jesse did not attempt to transfer ownership of the vehicles to Alice Cowles. Bill and Alice Cowles called the UTC and talked to Sharon Wallace inquiring into buying one truck for personal use. This fact was also stated in the Commission's own Investigation Summary dated July 2011. Alice Cowles claims that she has never claimed to have no relation to Jesse (Alice said she was never asked).

Jesse did not attempt to transfer ownership to an unaffiliated party. Jesse has expressed interest in getting a permit. However, Jesse was concerned that UTC would not let him get permitted. As such, he discussed the possibility of selling the assets of his companies to Maria Gamman. Based on this possibility, Maria incorporated her company, Miracle Transfer on March 9, 2011. They subsequently agreed that Maria would purchase, and Jesse would sell, the assets of his companies. On April 9<sup>th</sup>, the Service Marks "Miracle Movers" and "Moving you in a snap" were sold to Miracle Transfer (Maria's company). On April 12<sup>th</sup>, two moving trucks with valid registrations were sold to Miracle Transfer. On April 15<sup>th</sup>, phone #'s and intellectual property were sold to Miracle Transfer. These were all legitimate sale transactions. Additionally, Maria and Jesse do not own a business together. Maria and Jesse did co-own a business in Nevada, but its status has been revoked.

Jesse is not attempting to get the vehicle registration reinstated without satisfying state regulatory requirements. Jesse has shown good faith in trying to negotiate and settle his financial responsibilities with the Commission. Jesse has made many calls to the UTC, trying to pay the outstanding fines. In fact, Jesse even hired an attorney, Michael Brandt, to try to settle Miracle Movers' financial responsibility to the Commission. However, UTC abruptly ended that process in July 2011, where they apparently "received current evidence of Miracle Movers' continuing household goods moving operations, using one or more of its unregistered trucks." However the two trucks referenced by the Commission were not owned by Jesse, but had been sold to Maria's company Miracle Transfer in that April 2011 sale. Jesse still wants to finalize the settlement agreement with the Commission and pay

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Miracle Movers' financial responsibility.

Based on the clarification and additional facts provided above, Moving On Up is requesting that the Commission grant its permit application.

Please do not hesitate to call me if you have any additional questions or concerns.

Sincerely,

PIVOTAL LAW GROUP, PLLC

Michael A. Larson

MAL:sb Enclosures

## EXHIBIT A

#### PURCHASE AGREEMENT

In consideration of One Hundred Ninety Five Thousand Three Hundred Dollars (\$195,300), Jody Webb, an individual domiciled in the State of Washington (the "Seller"), as well as the sole shareholder, Chairman of the Board and President of MIRACLE MOVERS, INC., an entity incorporated in the State of Washington, does hereby sell, transfer unto Jesse Aislinn, an individual domiciled in the State of Washington (the "Buyer"), and its successors and assigns forever, the property named herein:

- 1. The business name "Miracle Movers", said name owned and registered by the Seller.
- 2. All intellectual property as concerns the business of Miracle Movers, including its customer database
- 3. The telephone numbers as concerns the business of Miracle Movers including, but not limited to, (206)-273-4680, (425)-451-4411, (253)-852-3884, (425)-787-0187, (800)-919-0556.
- 4. The furniture, fixtures and office equipment utilized in the business of Miracle Movers, said items more specifically identified in Appendix A, said instrument, attached to this Purchase Agreement, and incorporated into, by reference.

The Seller warrants and represents that it has good title to said property, full authority to sell and transfer the same, and that the above referenced property is being sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.

The Seller further warrants that it shall fully defend, protect, indemnify and hold harmless the Buyer and its successors and assigns in interest from any and all adverse claim that may be made by any party in respect to the above referenced property.

Without the permission of the Seller, the Buyer may not assign any of the rights, interests or obligations hereunder without the prior written consent of the Seller except that the Buyer may, without such consent, may assign said rights, interests or obligations to one of his wholly-owned subsidiaries and/or affiliates.

This Agreement constitutes the entire agreement of the parties and supercedes all prior negotiations, correspondence, understandings and agreements between the parties in respect to the subject matter contained herein.

This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this  $4^{\rm th}$  day of October, 2004.

Jody Webb, Individually, Sole Shareholder of Miracle Movers, Inc.

Jogy Webb, Chairman of the Board and President of Miracle Movers, Inc.

Jesse Aislinn

FOR VALUE RECEIVED, on this 4<sup>th</sup> day of October, 2004, the undersigned, Jody Webb, an individual domiciled in the State of Washington (the "Seller"), as well as the sole shareholder, Chairman of the Board and President of MIRACLE MOVERS, INC., an entity incorporated in the State of Washington, does hereby sell, transfer unto Jesse Aislinn, an individual domiciled in the State of Washington (the "Buyer"), and its successors and assigns forever, the property named herein:

- 1. The business name "Miracle Movers", said name owned and registered by the Seller.
- 2. All intellectual property as concerns the business of Miracle Movers, including its customer database
- 3. The telephone numbers as concerns the business of Miracle Movers including, but not limited to, (206)-273-4680, (425)-451-4411, (253)-852-3884, (425)-787-0187, (800)-919-0556.
- 4. The furniture, fixtures and office equipment utilized in the business of Miracle Movers, said items more specifically identified in Appendix A, said instrument, attached to this Bill of Sale, and incorporated into, by reference.

The Seller warrants and represents that it has good title to said property, full authority to sell and transfer the same, and that the above referenced property is being sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.

The Seller further warrants that it shall fully defend, protect, indemnify and save harmless the Buyer and its successors and assigns in interest from any and all adverse claim that may be made by any party in respect to the above referenced property.

Jody/Weish, Individually, Sole Shareholder of Miracle Movers, Inc.

Jody Webb, Chairman of the Board and President of Miracle Movers, Inc.

## EXHIBIT B

#### PURCHASE AGREEMENT

In consideration of Seventy Five Thousand Dollars (\$75,000), Jesse Webb, an individual domiciled in the State of Washington (the "Seller"), as well as the sole shareholder, Chairman of the Board and President of Miracle Movers, Inc., an entity incorporated in the State of Washington, does hereby sell, transfer unto Miracle Transfer, Inc., an entity incorporated in the State of Washington (the "Buyer"), and its successors and assigns forever, the property named herein:

- 1. Telephone numbers: 206-273-4680, 425-451-4411, 425-787-0187, 253-852-3884, 800-919-0556, 206-448-2515
- 2. Websites miraclemovers.com and miraclemoving.com
- 3. Miracle Movers logo
- 4. Graphic of two men carrying a couch with Adam lying on it (Adam saying "It's a miracle!") with a television sitting in his lap
- 5. All intellectual property as concerns the business of Miracle Movers
- 6. Moving equipment (dollies, furniture pads, straps, floor runners, etc.)
- 7. Moving supplies (boxes, tape, packing paper, etc.)

The purchase price shall be paid by the Buyer to Seller by the following method:

\$2,500 in cash at closing, and the balance of \$72,500 paid with interest of 6% per annum until paid, in monthly installments of \$1,500 dollars per month with the first payment being due on the 1<sup>st</sup> day of June, 2011 and a like payment due on the same day of each month thereafter until paid.

The Seller warrants and represents that it has good title to said property, full authority to sell and transfer the same, and that the above referenced property is being sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.

The Seller further warrants that it shall fully defend, protect, indemnify and hold harmless the Buyer and its successors and assigns in interest from any and all adverse claims that may be made by any party in respect to the above referenced property.

Without the permission of the Seller, the Buyer may not assign any of the rights, interests or obligations hereunder without the prior written consent of the Seller except that the Buyer may, without such consent, may assign said rights, interests or obligations to one of his wholly-owned subsidiaries and/or affiliates.

This Agreement constitutes the entire agreement of the parties and supercedes all prior negotiations, correspondence, understandings and agreements between the parties in respect to the subject matter contained herein.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an Agreement. IN WITNESS WHEREOF, the parties have executed this Agreement as of this 15th day of April, 2011.

Jesse Webb, Individually, Sole Shareholder of Miracle Movers, Inc.

Jesse Webb, Chairman of the Board and President of Miracle Movers, Inc.

Maria Gamman, Chairman of the Board and President of Miracle Transfer, Inc.

For One Dollar (\$1), Innovative Consulting Group, Inc. (the "Seller"), does hereby sell, transfer unto Miracle Transfer, Inc. (the "Buyer"), the property named herein:

- 1. SERVICE MARK: MOVING YOU IN A SNAP, Reg. No. 3,201,114, Ser. No. 78-758,778, Filed 11-21-2005, Int'l Class 39
- 2. SERVICE MARK: MIRACLE MOVERS, Reg. No. 3,158,342, Ser. No. 78-758-771, Filed 11-21-2005, Int'l Class 39

The Buyer paid \$1 cash.

The Seller warrants and represents that it has good title to said property, full authority to sell and transfer the same, and that the above referenced property is being sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.

This Agreement constitutes the entire agreement of the parties and supercedes all prior negotiations, correspondence, understandings and agreements between the parties in respect to the subject matter contained herein.

This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 9<sup>th</sup> day of April, 2011.

MANN for Innovative Consulting Group, Inc.

MIRACLE TRANSFER, INC.

Chairman of the Board and President of Miracle Movers, Inc., an entity incorporated in the State of Washington, does hereby sell, transfer unto Miracle Transfer, Inc., an entity incorporated in FOR VALUE RECEIVED, on this 15th day of April, 2011, the undersigned, Jesse Webb, an individual domiciled in the State of Washington (the "Seller"), as well as the sole shareholder, the State of Washington (the "Buyer"), and its successors and assigns forever, the property

- Telephone numbers: 206-273-4680, 425-451-4411, 425-787-0187, 253-852-3884, 800-919-0556, 206-448-2515
- Websites miraclemovers com and miraclemoving com
- Miracle Movers logo
- Graphic of two men carrying a couch with Adam lying on it (Adam saying "It's a miracle!") with a television sitting in his lap w 4
  - All intellectual property as concerns the business of Miracle Movers
  - Moving equipment (dollies, furniture pads, straps, floor runners, etc.) 500
    - Moving supplies (boxes, tape, packing paper, etc.)

The Seller warrants and represents that it has good title to said property, full authority to sell and transfer the same, and that the above referenced property is being sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.

Buyer and its successors and assigns in interest from any and all adverse claim that may be made The Seller further warrants that it shall fully defend, protect, indemnify and save harmless the by any party in respect to the above referenced property.

Jesse Welb, Individually, Sole Shareholder of Miracle Movers, Inc.

Jesse Webb, Chairman of the Board and President of Miracle Movers, Inc.

does hereby sell, transfer unto Miracle Transfer, Inc. (the "Buyer"), the property named herein: For One Thousand One Hundred Dollars (\$1,100), Puget Sound Truck Rental (the "Seller"),

1988 ISUZU VAN, VIN#JALH6A1N7J3100404

The Buyer paid \$1,100 cash.

encumbrances, liabilities and adverse claims, of every nature and description. transfer the same, and that the above referenced property is being sold free and clear of all liens, The Seller warrants and represents that it has good title to said property, full authority to sell and

negotiations, correspondence, understandings and agreements between the parties in respect to the subject matter contained herein. This Agreement constitutes the entire agreement of the parties and supercedes all prior

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 12th day of April,

PUGET SOUND TRUCK RENTAL LLC

MIRACLE TRANSFER, INC.

does hereby sell, transfer unto Miracle Transfer, Inc. (the "Buyer"), the property named herein: For One Thousand Four Hundred Dollars (\$1,400), Puget Sound Truck Rental (the "Seller"),

1992 GMC LOPRO, VIN#1GDJ6H1P3NJ505279

The Buyer paid \$1,400 cash.

encumbrances, liabilities and adverse claims, of every nature and description. transfer the same, and that the above referenced property is being sold free and clear of all liens, The Seller warrants and represents that it has good title to said property, full authority to sell and

the subject matter contained herein. negotiations, correspondence, understandings and agreements between the parties in respect to This Agreement constitutes the entire agreement of the parties and supercedes all prior

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 12th day of April,

PUGET SOUND TRUCK RENTAL LLC

MIRACLE TRANSFER, INC.

## EXHIBIT C

#### ASSET PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT dated \\_\\_\overline{\logonup}\\_\overlin

Seller desires to sell and Buyer desires to purchase the assets and properties of Seller as described in Schedule 1("Property"), for a cash purchase price, on the terms and conditions hereinafter set forth.

In consideration of the foregoing and of the mutual agreements set forth in this Agreement, the parties agree as follows:

- 1. PURCHASE AND SALE. On the terms and subject to the conditions set forth in this Agreement, Seller hereby agrees to sell and deliver to Buyer, and Buyer agrees to purchase from Seller the Property, as set forth in Schedule 1.
- 2. PURCHASE PRICE. The aggregate purchase price to be paid by Buyer for the Property shall be \$82,500.00.
- 3. PAYMENT. The purchase price shall be payable by Buyer to Seller on the Closing Date as follows:
  - (a) \$2,500.00 in cash or certified check at closing; and
  - (b) a promissory note in the form attached hereto as Exhibit A in the principal amount of \$80,000.00 paid with interest of 6% per annum, in monthly installments of \$1,503.84 dollars per month, which includes both interest and principal. The first payment will be due on the 1<sup>st</sup> day of December, 2011 and a like payment will be due on the same day of each month thereafter, until January 1, 2017, when the then remaining balance of the promissory note and accrued interest will become fully due and payable. The promissory note will be secured pursuant to Section 16 of this Agreement and perfected by a filed UCC-1 Financing Statement, in a form attached hereto as Exhibit B.
- 4. ASSIGNMENT OF INTEREST. Seller hereby assign all their beneficiary interest to receive payment, under this Agreement, totaling ONE THOUSAND FIVE HUNDRED AND THREE DOLLARS AND EIGHTY FOUR CENTS (\$1,503.84) per month, to Jesse Webb, an individual with a mailing address of P.O. Box 1, Peshastin, Washington, 98847. Pursuant to an executed Assignment of Interests attached hereto as Exhibit C, Buyer shall directly pay \$1,503.84 per month to Jesse Webb as the assignee beneficiary under this Agreement.
- 5. ASSUMPTION OF LIABILITIES. On the terms and subject to the conditions set forth in this Agreement, from and after the Closing Date, Buyer shall assume and hereby agrees to pay, perform, and discharge all the obligations and liabilities of Seller, fixed and contingent (as the same shall exist), as at the Closing Date, except (i) any obligations or liabilities of Seller under this Agreement, and (ii) any obligations of Seller arising or incurred after the Closing Date, except as expressly provided in this Agreement.
- 6. CLOSING. The purchase and sale provided for in this Agreement (the "Closing") shall be consummated at the office of Pivotal Law Group, PLLC, located at One Union Square, 600

University Street, Suite 1730, Seattle, Washington, at 300 0m on 1/1/1, 2011, or at such other time, date, or place as the parties shall mutually agree upon (the "Closing Date"). Notwithstanding the time that the documents for the Closing are executed and delivered by the parties, the effective time for the Closing shall be at 1/1/1/ p.m. on the Closing Date.

- 7. REPRESENTATIONS OF SELLER. Seller represents, warrants, and agrees as follows:
  - (a) As of the date of closing, the properties being sold by Seller do not have any liens, pledges, encumbrances, and charges of any kind, which are not fully disclosed to the Buyers on or before Closing Date.
  - (b) Seller has furnished Buyer with a schedule setting forth a brief description of all intangible and tangible personal property owned by Seller and to be sold to the Buyer (See, Schedule 1).
  - (c) At closing, Seller will provide Buyer with Vehicle Certificates of Ownership for all the vehicles sold under this Agreement. Buyer will be responsible for reporting the sale of the vehicles to the Department of Motor Vehicles and transferring the title to reflect new ownership, and Seller will not be otherwise obligated to take any actions in regards to these vehicles, unless otherwise specifically set forth in this paragraph, or agreed upon in writing by both parties.
  - (d) Seller has the unqualified right to the use of the service marks: Miracle Movers, Reg. No. 3,158,342, Ser. No. 78-758-771, Filed 11-21-2005, Int'l Class 39; and Moving You In a Snap, Reg. No. 3,201,114, Ser. No. 78-758-778, Filed 11-21-2005, Int'l Class 39; and has full power to assign such right to Buyer.
  - (e) Except for those representations and warranties specifically included in Section 7 of this Agreement: (i) Seller makes no representations or warranties regarding the Properties being sold by Seller to Buyer; (ii) Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof, as to its condition, value, compliance with laws, status of permits or approvals, or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness for a particular purpose and use; (iii) Buyer otherwise takes the Property "As Is;" and (iv) Buyer represents and warrants to Seller that Buyer has sufficient experience and expertise such that it is reasonable for Buyer to rely on its own pre-closing inspections and investigations.
- 8. REPRESENTATIONS OF BUYER. Buyer represents, warrants, and agrees as follows:
  - (a) Buyer has approved the transactions contemplated herein and has duly authorized the execution and delivery of this Agreement by Buyer.
- 9. CONDITIONS TO OBLIGATIONS OF BUYER. The obligations of Buyer under this Agreement are, at the option of Buyer, subject to the conditions that on or before the Closing Date:
  - (a) All the terms, covenants, and conditions of this Agreement to be complied with and performed by Seller at or before the Closing Date shall have been duly complied with and performed.

- (b) The representations and warranties made by Seller herein shall be correct as of the Closing Date, with the same force and effect as though such representations and warranties had been made on the Closing Date, except to the extent that such representations and warranties shall be incorrect as of the Closing Date because of events or changes (which shall not in the aggregate have materially adversely affected the business, properties, operations, or financial condition of Seller) occurring or arising after the date hereof in the ordinary course of business of Seller.
- (c) The Property shall not have been adversely affected in any material way as the result of any fire, accident, or other casualty, or any labor disturbance, or act of God, or the public enemy. There shall have been no changes in the Property since the date of this Agreement, which would have a materially adverse effect on the value of Seller's properties.
- 10. CONDITIONS TO OBLIGATIONS OF SELLER. The obligations of Seller under this Agreement are, at the option of Seller, subject to the condition that on or before the Closing Date:
  - (a) The representations and warranties made by Buyer herein shall be correct as of the Closing Date, with the same force and effect and as though such representations and warranties had been made on the Closing Date.
  - (b) All actions, proceedings, instruments, and documents required to carry out this Agreement or incidental hereto and all other related legal matters shall have been approved by Michael A. Larson of Pivotal Law Group, PLLC, counsel for Seller, which approval will not be unreasonably withheld.
- 11. OTHER ACTION BY SELLER. From and after the Closing Date, upon request of Buyer, Seller shall do, execute, acknowledge, and deliver all such further acts, assignments, transfers, conveyances, powers of attorney, and assurances as may be required to convey and transfer to and vest in Buyer and protect Buyer's right, title, and interest in and enjoyment of the Property of Seller intended to be assigned, transferred, and conveyed pursuant to this Agreement, and as may be appropriate otherwise to carry out the transactions contemplated by this Agreement.
- 12. SURVIVAL OF REPRESENTATIONS. Seller and Buyer agree that the representations and warranties contained in this Agreement shall survive the Closing, unless specifically waived in writing by the applicable party hereto.
- 13. EXPENSES. Seller and Buyer shall each pay their own expenses in connection with this Agreement. Nothing herein shall limit the liability of one party to the other for its default in complying with this Agreement.

#### 14. MISCELLANEOUS.

- (a) Each party hereto represents and warrants to the other that there are no claims or rights or brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement, insofar as such claims or rights shall be based on arrangements made by or on behalf of that party.
- (b) All notices, payments, and other written communications that are delivered or permitted pursuant to this Agreement shall be delivered in person or transmitted by United

States first class mail, telegraph, fax, or telecopier, to the addressee party at its respective following address, or such other address as such party may from time to time designate to the other party in writing. Notices shall be effective upon the earlier of receipt or three (3) business days after mailing:

Buyer: Moving On Up, LLC

c/o Jody Webb, Member 13110 NE 177<sup>th</sup> Pl #352 Woodinville, WA 98072

Seller: Pivotal Law Group, PLLC

c/o Michael A. Larson, Attorney for Seller

One Union Square 600 University Street

**Suite 1730** 

Seattle, Washington, 98101 Phone: (206)340-2008 Fax: (206)340-1962

- (c) This Agreement may only be assigned with prior written consent of the other party hereto. This Agreement shall be binding upon the respective parties hereto, their heirs, executors, administrators, and successors.
- (d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (e) This Agreement and all attached Schedules and Exhibits contain the entire agreement between the parties hereto with respect to the purchase and sale and other transactions contemplated herein. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supercede all previous communications, negotiations, representations or agreements, either verbal or written, between the parties hereto concerning the subject matter hereof. This Agreement may be amended only by written document duly executed by the parties.
- (f) This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- (g) In the event of litigation to enforce a right or rights provided by or arising out of this Agreement, the substantially non-prevailing party shall pay to the substantially prevailing party all reasonable costs and attorneys' fees incurred by the prevailing party as a result of such litigation.
- 15. ARBITRATION. Any controversy, claim, or dispute arising out of or relating to this Agreement or alleged breach hereof shall be resolved by binding arbitration by one arbitrator pursuant to RCW 7.04A et.seq. If the parties fail to agree on selection of an arbitrator, any party may petition the presiding judge of the Superior Court of King County, Washington, to appoint an arbitrator. Thereafter, the arbitrator shall permit a period of open and free discovery, including

taking of depositions, and will promptly conduct an arbitration hearing. It is the intent of the parties hereto that any arbitration hearing be conducted within ninety (90) days of the appointment of the arbitrator. The arbitrator shall have broad authority to fashion any legal or equitable remedy, including the authority to award specific performance. The arbitrator will render a final and binding decision within ten (10) days of conclusion of the arbitration hearing. After an arbitration award is made by the arbitrator, it may be entered in any court of competent jurisdiction and will constitute a final adjudication of all matters submitted to arbitration.

Seller's Initial: Sw. Buyer's Initial: Sw.

- 16. SECURITY AGREEMENT. Buyer hereby grants to Seller (for purposes of this section 16, Seller will be referred to as "Secured Party") a continuing security interest ("Security Interest") in and to the personal property of Buyer, whether now or hereafter existing or now or hereafter acquired and wherever located, including but not limited to the following (the "Collateral"): cash, bank accounts, equipment, machinery, inventory, accounts receivable, contract rights, the leasehold, all tangible and intangible property, general intangibles, equipment, assets, accounts, reserves, reserve accounts, now or hereafter existing, and all proceeds. When more than one person is the Buyer, they shall be jointly and severally liable. The Security Interest shall be perfected by the filing of a UCC-1 Financing Statement.
  - (a) Use of Property: Buyer agrees to comply with any governmental regulation affecting the use of the property, and will not waste, injure nor destroy the property, nor use nor permit the use of the property in any unlawful manner.
  - (b) Buyer and Collateral Location: The address appearing next to Buyer's signature below is the address of Buyer's chief executive office or, if the Buyer has no place of business, his residence. If the collateral is not located at the Buyer's address appearing below, it will be located at: 347 W Ewing St, Seattle, WA 98119. Buyer will give Secured Party prior written notice of any change of either Buyer's chief executive office, or, if he has no place of business, his residence, and of any change in collateral location.
  - (c) Ownership and Liens: Buyer is over 18 year of age and owns the property, and the same is free and clear of all security interests and encumbrances of every nature. Buyer will not create nor permit the existence of any lien or security interest other than created hereby on the property without the written consent of Secured Party. Any certificate of title now or hereafter existing on any of the property will be delivered to Secured Party and will recite the interest of the Secured Party.
  - (d) Taxes: Buyer will pay before delinquency any tax or other governmental charges that are or may become a lien or charge on the property, and will pay any tax which may be levied on any obligation secured hereby.
  - (e) Repairs and Inspection: Buyer will keep the property in good repair. Secured Party may inspect the property at reasonable times and intervals and may for this purpose enter the premises upon which the property is located.

- (f) Insurance: Buyer will keep the property continuously insured by an insurer approved by Secured Party against fire, theft and other hazards designated at any time by Secured Party, in an amount equal to the full insurable value thereof or to all sums secured hereby, with such form of loss-payable clause as designated by and in favor of Secured Party, and will deliver the policies and receipts showing payment of premiums to the Secured Party. In the event of loss, Secured Party shall have full power to collect any and all insurance upon the property and to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of the property. Secured Party shall have no liability whatsoever for any loss that may occur by reason of the omission or lack of coverage of any such insurance.
- (g) Removal or Sale: Without the prior written consent of Secured Party, Buyer will not remove the property from the State of Washington, and Buyer will not sell nor lease the property or any interest therein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

#### SELLER:

Miracle Transfer, Inc.
Ву: 1////
Print Name: Maria Gammar
Title: President
Address:
BUYER:
Moving On Up, LLC
By: Jody Webb
Title: <u>Member</u>
Address:

#### SCHEDULE 1

#### PROPERTY

Moving Equipment	
Item	Amount
Appliance dolly	2
Broom	10
Burlap carrying strap	8
Cam buckle strap 12'	14
Cam buckle strap 20'	29
Door jam protector	6
Floor runner	24
Forearm forklift	8
Furniture pad	430
Handcart	22
Office dolly (4-wheel dolly)	14
Office machine cart	2
Piano board	1
Rubberband holder	6

Moving Supplies

Item	Amount
1.5 book carton	299
3.0 medium carton	105
4.5 large carton	50

55 yard tape	88
Dish pack	21
Mirror set (4-piece)	14
Newsprint (10 pounds)	6
Ruberband (package of small)	7
Ruberband (package of medium)	2
Ruberband (package of large)	3
Wardrobe box 20"	38
Wardrobe bar 20"	57

#### Vehicles:

1988 Isuzu Van, VIN #JALH6A1N7J3100404

1992 GMC LOPRO, VIN#1GDJ6H1P3NJ505279

#### Service Marks:

Miracle Movers, Reg. No. 3,158,342, Ser. No. 78-758-771, Filed 11-21-2005, Int'l Class 39

Moving You In a Snap, Reg. No. 3,201,114, Ser. No. 78-758-778, Filed 11-21-2005, Int'l Class 39

Telephone Numbers: (206) 273-4680, (425) 451-4411, (425) 787-0187, (253)852-3884, (800)919-0556, (206)448-2515

Websites: miraclemovers.com and miraclemoving.com

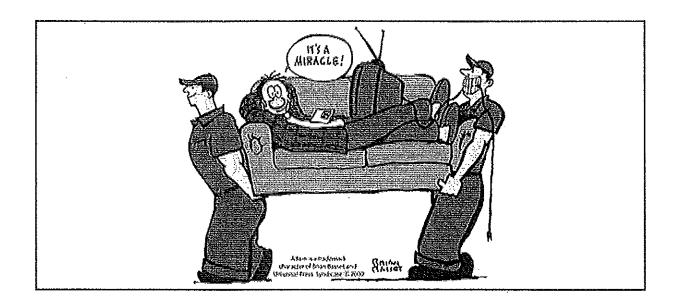
Miracle Movers Logo (See Schedule 2)

Graphic of two men carrying a couch with Adam lying on it (Adam saying "It's a miracle!") with a television sitting on his lap (See Schedule 3)

#### SCHEDULE 2 MIRACLE MOVERS LOGO



#### SCHEDULE 3 GRAPHIC



# EXHIBIT A PROMISSORY NOTE

\$80,000.00

Seattle, Washington

11 / 1 , 2011

FOR VALUE RECEIVED, the undersigned, Moving On Up, LLC (herein call the "Maker"), having an address at 13110 NE 177<sup>th</sup> Pl #352, Woodinville, WA 98072, hereby covenants and promises to pay to the order of Miracle Transfer, Inc., a Washington Corporation (herein called the "Payee" or "Secured Party"), having an address at 16625 Redmond Way Suite M #306, Redmond, WA 98052, EIGHTY THOUSAND DOLLARS (\$80,000.00) with interest of 6% per annum, more specifically described as follows:

Maker shall pay Payee ONE THOUSAND FIVE HUNDRED AND THREE DOLLARS AND EIGHTY FOUR CENTS (\$1,503.84) per month, which includes both interest and principal payments. The first payment will be due on the 1<sup>st</sup> day of December, 2011 and a like payment will be due on the same day of each month thereafter, until January 1, 2017, when the then remaining balance of the promissory note and accrued interest will become fully due and payable. Both principal and interest are payable in lawful money of the United States of America.

Maker covenants and agrees with Payee as follows:

This Promissory Note is secured by Section 16 ("Security Agreement") of the Purchase and Sale Agreement dated 1/1, 2011, and entered into between the Maker and Payee, a copy of which is attached. The Security Agreement is perfected by the filing of a UCC-1 Financing Statement in the State of Washington. The Security Agreement shall be construed consistently with the specific provisions of this Note and any inconsistent provisions in the Security Agreement shall be construed consistent with this Note.

In the event that Maker defaults in the payment of any installment due hereunder and has not cured the default within thirty (30) days after written notice from holder, the holder of this Note may declare the entire unpaid amount of principal and interest under this Note to be immediately due and payable.

In the event any payment due hereunder shall not be received by Payee or Payee's agent within ten (10) days after the date when due, a late payment fee of five percent (5.0%) of the monthly payment shall be added to that months normal payment. Any unpaid principal balance shall accrue interest at the default rate of eighteen percent (18.0%) per annum, or the maximum allowed by law, whichever is less, after maturity or failure to pay any payments when due. The default rate of interest shall continue on any late payment due until such time as all late payments including interest and penalties are paid in full. At the time, the interest rate shall return to the face rate of the Note of six percent (6%) per annum for all the subsequent years. The Maker, if more than one, shall be jointly and severally liable hereunder, and all provisions hereof shall

apply to each or any of the Makers. 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 on this Note, the Maker promises to pay a reasonable attorney's fee and all costs incurred, whether such fees and costs are incurred prior to or during trial, during appeal of any trial or court decision, in bankruptcy, or during collection of any judgment therein.

Maker, and all guarantors, endorsers and sureties of this note, hereby waive presentment for payment, demand, protest and notice of dishonor of this Note.

Maker may not prepay the principal balance of this Note or any portion thereof at any time.

Maker shall not assign, directly or indirectly, all or part of its rights or obligations under this Note without prior written consent of Payee. Payee's approval shall be at the Payee's discretion, which shall not be unreasonably withheld after considering the assignee's credit worthiness, experience operating a similar business connected with this Note, suitable guarantors or accommodations to ensure payment, full disclosure of credit worthiness and history and other factors that would be relevant and evaluated by a Washington banking institution for a similar loan transaction.

Any notice or demand required or permitted to be made or given hereunder shall be deemed sufficiently made if given by personal service or by the mailing of such notice or demand by certified or registered mail, return receipt requested. Mail should be sent to the parties at the address first above written. Either party may change its address by written notice to the other party.

This Note may not be changed or terminated orally, and may be changed only by agreement in writing signed by the party against whom enforcement of any change, modification, termination, waiver or discharge is sought. This Note shall be construed and enforced in accordance with the laws of the State of Washington.

If a payment management service is used, then Maker and Payee shall split the monthly fee for a payment management service. The payment management service will be one mutually chosen and agreed upon by Maker and Payee.

The parties to this Agreement agree that any action on this Agreement shall be brought in a court of competent jurisdiction located in the County of King, in the State of Washington. Any controversy, claim, or dispute arising out of or relating to this Agreement or alleged breach hereof shall be resolved by binding arbitration by one arbitrator pursuant to RCW 7.04A.et.seq. If the parties fail to agree on selection of an arbitrator, any party may petition the presiding judge of the Superior Court of King County, Washington, to appoint an arbitrator. Thereafter, the arbitrator shall permit a period of open and free discovery, including taking of depositions, and will promptly conduct an arbitration hearing. It is the intent of the parties hereto that any arbitration hearing be conducted within ninety (90) days of the appointment of the arbitrator. The arbitrator shall have broad authority to fashion any legal or equitable remedy, including the authority to award specific performance. The arbitrator will render a final and binding decision within ten (10) days of conclusion of the arbitration hearing. After an arbitration award is made by the arbitrator, it may be entered in any court of competent jurisdiction and will constitute a

final adjudication of all matters submitted to arbitration. Neither this section, nor any other provision of this paragraph shall limit the right of any party to this Agreement to foreclose against or sell any real or personal property collateral or security or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration.

Moving On Up, LLC

Ву:

### EXHIBIT B

1. DEBTOR'S EXACT FULL LEGAL NAME -Insert only ong debtor name (1sor 11s) - do not abbreviate or combine names  1a. ORGANIZATIONS NAME  OR 1b. INDIVIDUAL'S LAST NAME  In. MAILING ADDRESS  CITY  STATE POSTAL CODE  CONSANIZATION  CROANIZATION  CROANIZATION  CROANIZATION  DEBTOR'S EXACT FULL LEGAL NAME - Insert only ong debtor name (2a or 2b) - do not abbreviate or combine names  2a. ORGANIZATIONS NAME  OR  2b. INDIVIDUAL'S LAST NAME  ADDL INFO RE 20. TYPE OF ORGANIZATION  CITY  STATE POSTAL CODE  CONSANIZATIONS NAME  CITY  STATE POSTAL CODE  CONSANIZATIONS NAME  CITY  STATE POSTAL CODE  CONSANIZATION  CITY  STATE POSTAL CODE  CONSANIZATION  CONS	THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY  1. DEBTOR'S EXACT FULLLEGAL NAME -insentionly.ong.debtorname (fact 1b) -donoxlebbrowlate or combine prames  15. ORGANIZATION REPORT   15. ORGANIZATION   15.
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. This FINANCING STATEMENT covers the following collateral:	. This FINANCING STATEMENT covers the following collateral:

#### **EXHIBIT C**

#### ASSIGNMENT OF INTERESTS

FOR VALUE RECEIVED, Miracle Transfer, Inc., a Washington corporation (collectively the "Assignor"), hereby assigns without recourse or warranty to Jesse Webb ("Assignee"), all of Assignor's right to receive payment under the Purchase and Sale Agreement entered into on II / I / II (date) between Assignor and Jody Webb, a copy of which is attached hereto.

Miracle Trans	sfer, Inc.	
Ву:	1/1/2/2	
Print Name:_	> Maria	Gamman
Title: P	rsident	·

## EXHIBIT D PERSONAL GUARANTY AGREEMENT

Any notice to the guarantor may be sent by mail, telephone, fax, email or otherwise delivered to the addresses provided below:

Jody Webb 819 N. 49<sup>th</sup> Street, #221 Seattle, WA 98103

and

Jody Webb 13110 NE 177<sup>th</sup> Place, #352 Woodinville, WA 98072

The Note Holder, or its successors and assigns, may enforce this Guaranty without attempting to first collect from the Company.

DATED this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2011.

Jody Webo

#### BILL OF SALE AND ASSIGNMENT PURSUANT TO ASSET PUCHASE AND SALE AGREEMENT

Subject to the terms and conditions of that certain Asset Purchase and Sale Agreement dated 1/1/11, 2011 (the "Purchase Agreement"), by and between Miracle Transfer, Inc., a Washington corporation ("Seller") and Moving On Up, LLC ("Buyer"), and for the consideration set forth therein, Seller hereby sells, assigns and transfers to Buyer, free of all liens, liabilities and encumbrances, all of Seller's right, title and interest in and to all of the tangible and intangible assets listed in the attached Schedule 1, (the "Assets"), including:

- (a) all equipment, machinery, leasehold improvements, furniture and fixtures of the Seller;
- (b) all supplies and any spare and replacement items thereto and on hand at closing of the Purchase Agreement;
- (c) all other intangible items which were used in the Business; and

Seller warrants and agrees to defend the title to all of such property for the benefit of Buyer, its legal representatives, and assigns against all persons.

IN WITNESS WHEREOF, this Bill of Sale and Assignment was executed below effective this Leday of November 2011.

Miracle Transfer, Inc.

By: Maria Gamman

Title: Kresidant

### EXHIBIT D

TERMINATION: Effectiveness of the Financing Statement Identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement GONTINUATION: Effectiveness of the Financing Statement Identified above with respect to security Interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.  AMENDMENT (PARTY INFORMATION): This Amendment effects Debtor of Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in intems 8 and/or 7.  CHANGE name and/orceddess: Please refer to the detailed instructions Debtor of the second name integrated to be deleted in item 6a or 6b.  CHANGE name and/orceddess: Please refer to the detailed instructions Debtor of the second name also complete item 7a-7a (1 applicable).  CHANGE name and/orceddess: Please refer to the detailed instructions Debtor of the second name also complete item 7a-7a (1 applicable).  CHANGE (NEW) OR ADDED INFORMATION:  6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX  To, ORGANIZATION'S NAME  FIRST NAME MIDDLE NAME SUFFIX  MAILING ADDRESS  CITY STATE POSTAL CODE COUNTS  STATE POSTAL CODE COUNTS  GREENBIRG ADDLINFORE To, TYPE OF ORGANIZATION TI, JURISDICTION OF ORGANIZATION To, ORGANIZATIONAL ID #, If any								
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Time of Filing: 04:18:00 PM File Number: 2011-807-6852-9 Lapse Date: 06/22/2014  P.O. Box 1 Peshastin WA USA 98847  INITIAL FINANCING STATEMENT FILE#  OBJECTION: Effectiveness of the Financing Statement Mentified above is terminated with respect to security interest(s) of the Secured Party withorking this Continuation Statement is confined to the financing Statement Mentified above with respect to security interest(s) of the Secured Party withorking this Continuation Electronic for incontinuation for the Additional period provided by applicable law.  ASSIGNMENT (PARTY INFORMATION): This Amendment effects   Deabtor of 12 secured Party withorking this box is a south of the Secured Party withorking this box is a south of the Secured Party withorking this box is a south of the Secured Party withorking this continuation Electronic for incontinuation for the Secured Party withorking this continuation for the Secured Party of record. Check only one of usual party of record in the Secured Party of record. Check only one of usual party of record in the Secured Party of record. Check only one of usual party of record in the Secured Party of record. Check only one of usual party of record in the Secured Party of record. Check only one of usual party of record of the Secured Party of record. Check only one of the Secured Party of record. Check only one of the Secured Party of record. Check only one of the Secured Party of	FOLLOW INSTRUCTION A, NAME & PHONE OF	(front and back)	CAREFULLY R (optional)		Date of Filin	g:11	/03/2011	
Jody Webb 206-605-2913    Lapse Date : 06/22/2014    P.O. Box 1   Peshastin WA USA 98847    International Statement File #	Jody Webb 206-60	05-2919						
P.O. Box 1 Peshastin WA USA 98847    Initial Financing Statement File #   15   This Financing Statement Mentified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement is confinued for the additional people provided by applicable law.   TERMINATION: Effectiveness of the Financing Statement Mentified above is terminated with respect to security Interest(s) of the Secured Party authorizing this Continued for confinued for beading in the Additional people provided by applicable law.   ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and additions expected above in termination of the Additional people provided by applicable law.   AMSENDMENT (PARTY INFORMATION): This Amendment effects   Debtor or   Secured Party of record. Check anily one of thisse two boxes.     AMSENDMENT (PARTY INFORMATION): This Amendment effects   Debtor or   Secured Party of record. Check anily one of thisse two boxes.     AMSENDMENT (PARTY INFORMATION): This Amendment effects   Debtor or   Secured Party of record. Check anily one of thisse two boxes.     AMSENDMENT (PARTY INFORMATION): This Amendment effects   Debtor or   Secured Party of record. Check anily one of thisse two boxes.     AMSENDMENT (PARTY INFORMATION): This Amendment effects   Debtor or   Secured Party of record. Check anily one of thisse two boxes.     AMSENDMENT (PARTY INFORMATION): This Amendment effects   Debtor or   Secured Party of record. Check anily one of this to boxes   Debtor or   Secured Party of record. Check anily one of this to boxes.     AMSENDMENT (PARTY INFORMATION): This Amendment effects   Debtor or   Secured Party of record. Check anily one of this to boxes.     AMSENDMENT (PARTY INFORMATION): This Amendment effects   Debtor or   Secured Party of record. Check anily one of this termination   Secured Party of record. Check anily one of this termination   Secured Party of record. Check anily one of this termination   Secured Party of record. Check anily one of this terminatio	<u> </u>		·		and the second s			
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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY  INITIAL FINANCING STATEMENT FILE #    1b, This FinANCING STATEMENT AMENDME   1cong 1 to be filed for exceed for recorded in the most of the file of the decided in the most of the file of the decided in the most of the file of the second for recorded in the most of the file of the second for recorded in the most of the file of the second for recorded in the most of the file of the second for recorded in the most of the secure of the second for recorded in the most of the secure of the second for recording the continuation Statement is continued for the additional period provided by applicable law.    ASSIGNMENT (but or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7a and also give name of assignor in item 9.    AMENDMENT (PARTY INFORMATION): This Amendment effects   Debtor of   Secured Perty of record, Check only one of these two boxes.		_	A 98817				-	
INITIAL FINANCING STATEMENT FILE #   1b. This FINANCING STATEMENT AMENDMENT to be filed for recorded in the new part of the Financing Statement Identified above is terminated with respect to security interest(e) of the Secured Party authorizing this Termination Statement Continued for the additional period provided by applicable law.    ASSIGNMENT (full or partial): Give name of assignse in item 7a or 7b and address of assignse in item 7c; and also give name of assigns in item 8.    ASSIGNMENT (full or partial): Give name of assignse in item 7a or 7b and address of assignse in item 7c; and also give name of assigns in item 9.    AMENDMENT (PARTY INFORMATION): This Amendment effects   Debtor or   Secured Party of record. Check only one of these two boxes.   Also check one of the fellowing three boxes and provide appropriate information in items 6 and/or 7.    CHANGER amendmore officers   Peace refer to the detailed instructions   Debtor or   Secured Party of record. Check only one of these two boxes.   Also check one of the fellowing three boxes and provide appropriate information in items 6 and/or 7.    CHANGER   CHANG	CSITES	AII 111X O.O.	H 00041					
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