

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425269

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900399781		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DW Close Company, Inc.		11/28/2011	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Sequoyah Electric LLC		
Also Known As:	AKA Sequoyah Network Services		
Street Address:	15135 NE 92nd ST		
City:	Redmond		
State/Country:	WASHINGTON		
Postal Code:	98052		
Entity Type:	Limited Partnership: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0648407		
CORRESPONDENCE DATA			
Fax Number:	4258146003		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4258146000		
Email:	sue.jackson@sequoyah.com		
Correspondent Name:	Sue Jackson		
Address Line 1:	15135 NE 92nd ST		
Address Line 4:	Redmond, WASHINGTON 98052		
NAME OF SUBMITTER:	SUSAN JACKSON		
SIGNATURE:	/04272017/		
DATE SIGNED:	04/27/2017		
Total Attachments: 23			
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SUBCONTRACTING AND ASSET SALE AGREEMENT

This Subcontracting and Asset Sale Agreement ("Agreement"), effective this 31 day of December, 2011, is made and entered into by and among D.W. Close Company, Inc., a Washington corporation ("Seller" or "DWC"), Sequoyah Electric, LLC, a Washington limited liability company ("Purchaser" or "Sequoyah"), Power City Electric, Inc., a Washington corporation ("Power City") (the Seller and Purchaser are collectively referred to herein as the "Parties"), and is based upon the following facts and circumstances:

WHEREAS, the Seller presently owns and operates an electrical contracting business with an office in Seattle, Washington;

WHEREAS, Power City is an affiliated company to DWC;

WHEREAS, Purchaser is an electrical contractor headquartered in Redmond, Washington;

WHEREAS, the Purchaser desires to purchase some items of the inventory, equipment, vehicles, and the employee and customer lists of the Seller and the Seller desires to sell such tangible and intangible assets to the Purchaser upon the terms and conditions set forth herein;

WHEREAS, the Seller has a number of contracts in progress and desires to subcontract performance of electrical services to Purchaser, and Purchaser desires to perform services for the Seller; and

WHEREAS, in conjunction with the acquisition of the Seller's business assets, DWC and Power City have agreed to execute Covenants Not To Compete.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties, as follows:

I. SALE OF ASSETS

The Seller shall sell to the Purchaser and Purchaser shall purchase from Seller, free from all liabilities and encumbrances, the below listed assets:

- (a) The vehicles listed in Exhibit "A."
- (b) The equipment, tools and office equipment listed in Exhibit "A."
- (c) The use of and rights to the telephone numbers, existing cell phone numbers of DWC employees, facsimile numbers, customer list, and the list of present employees of Seller.

- (d) DWC email addresses for all employees (except Jenny Boyer and Joe Morelan) which Seller shall cause to be redirected to Sequoyah's email address for one year. When all future use of DWC email for the purpose of closing out DWC jobs and collecting funds due DWC is complete, Seller shall cause all right, title and interest in of the domain dwclose.com to be transferred and assigned to Sequoyah.
- (e) Seller shall cause the ownership of the website www.dwclose.com to be transferred and assigned to Sequoyah.
- (f) Seller shall fully cooperate in the transfer and assignment of USPTO Registration No. 4041453 (the "DW Close Registration") to Purchaser upon completion of the existing work.

Said assets shall be conveyed to Purchaser at Closing pursuant to the form of Bills of Sale and Assignments attached hereto as part of Exhibit "B."

II. EXCLUDED ASSETS / LIABILITIES

Seller and Purchaser agree that Purchaser is acquiring only the assets specifically listed in attached Schedules and **Purchaser is expressly not assuming any obligation or liability to, or claims by, any third party against the Seller whatsoever, whether pertaining to Seller's ownership and operation of the business or assets transferred or otherwise.**

III. PURCHASE PRICE AND PAYMENT OF PURCHASE PRICE

The purchase price for the business assets being purchased hereunder is listed on the attached Schedules (the "Purchase Price"). In addition, Sequoyah shall pay to Seller \$10,000 for intangible assets listed in EXHIBIT "A-1". Sequoyah further agrees to pay DW Close, in up to two (2) annual payments, the amount by which the aggregate bonuses paid to former DWC employees on an annual basis for services rendered to Purchaser in calendar years 2012 and 2013 less \$10,000 already paid (the "Bonus Payment") as additional compensation for intangible assets. The Purchase Price shall be paid at Closing, and the Bonus Payment, if any, shall be paid on or before March 15, 2013 for 2012 and March 15, 2014 for 2013.

IV. ALLOCATION OF PURCHASE PRICE

The purchase price shall be allocated for all purposes by the Parties (and reported to the Internal Revenue Service by each Party, as required) by the price negotiated for each asset listed on Exhibit "A" and set forth on the exhibit.

V. SALES TAX AND USE TAX

The parties agree that any sales and use tax relating to the transfer of assets at Section I above shall be paid by the Purchaser either at Closing or reported and paid as use tax for the month in which Closing occurs.

VI. SUBCONTRACTOR SERVICES/WARRANTY SERVICES

Sequoyah agrees to perform the services set forth on Exhibit "C" for DWC commencing January 1, 2012, and shall be paid by DWC as itemized for such services on Exhibit "C-1" attached hereto. DWC will remain responsible for performance of all contracts entered by it on or before December 31, 2011. Sequoyah agrees to perform the warranty work under said contracts and will be reimbursed for all warranty work pre-approved in writing or email by Colin Thompson or his designee. Notwithstanding the foregoing, DWC shall remain solely responsible for all warranty and any other contractual obligations for contracts or change orders issued directly to DWC whether completed before or after December 31, 2011. Sequoyah represents and warrants that the services it performs for DWC shall be performed in the most efficient manner possible, be compliant with all applicable laws, codes and standards, with properly licensed personnel who conduct themselves in a professional manner and work expediently to meet owner/general contractor completion schedules. DWC shall provide a payment Guaranty Bond in the amount of \$100,000, subject to increase during the term of the Agreement, to ensure Sequoyah receives payment for services rendered under Section VI.

VII. PRORATIONS

The operation of the business of Seller and all income and expenses attributable thereto shall be the property and responsibility of the Seller. Expenses, if any, such as, power and utility charges, license fees, real and personal property taxes, and other charges, shall be the sole responsibility of Seller through date of Closing. Purchaser shall pay the utility charges for only the monthly phone service charges and phone directory charges and personal property taxes due upon the assets purchased.

VIII. DELIVERY OF ASSETS

The Purchaser shall take delivery of all purchased assets at Closing. Purchaser shall remove all purchased assets at its sole cost and expense.

IX. SELLER'S COVENANTS, REPRESENTATIONS, AND WARRANTIES

The Seller hereby covenants, represents and warrants to Purchaser as follows:

- (a) Seller is a corporation duly formed, validly existing and in good standing under the laws of the State of Washington. Seller has all requisite corporate power and authority to carry on the business as now being conducted. The Seller has the right, power, authority, and capacity to execute and deliver this Agreement and any exhibit to this Agreement and to perform its obligations thereunder.
- (b) Seller is the owner of and has good and marketable title to all assets sold pursuant to the terms of this Agreement, free of all encumbrances, liens, security agreements, equities, options, claims, charges, or restrictions of encumbrances or liens of any nature whatsoever. DWC shall ensure that its Lessor(s) release all UCC filings and other security interests from the assets conveyed to Sequoyah.

- (c) All federal, state, county and local tax liabilities of Seller are current.
- (d) The Seller has incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement and is aware of no claims for such a payment.
- (e) All action on the part of the Seller necessary for authorization, execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, has been or prior to Closing will be duly taken.
- (f) All of the assets purchased by Purchaser have been used in the ordinary course of business of Seller and are purchased in "AS IS" condition with no warranties, express or implied.
- (g) All employee benefits (IBEW or Aflac) accrued through 12/31/11 are current and are guaranteed to be paid on behalf of each of Seller's employees.

X. PURCHASER'S COVENANTS, REPRESENTATIONS, AND WARRANTIES

The Purchaser hereby covenants, represents, and warrants to Seller as follows:

- (a) Purchaser is a Limited Liability Company duly formed, validly existing and in good standing under the laws of the State of Washington. Purchaser has all requisite corporate power and authority to carry on its business as now being conducted. The Purchaser has the right, power, authority, and capacity to execute and deliver this Agreement and any exhibit to this Agreement and to perform its obligations thereunder.
- (b) All action on the part of the Purchaser necessary for the authorization, execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, has been or will be duly taken.
- (c) This Agreement constitutes the legal, valid and binding obligation of the Purchaser enforceable in accordance with its terms.
- (d) The Purchaser has incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this agreement.

- (e) The Purchaser has interviewed the key employees of Seller and inspected the Seller's inventory, equipment, and all other tangible and intangible business assets being purchased pursuant to the terms of this Agreement. The Purchaser is satisfied with the condition of the inventory and other business assets being purchased hereunder and recognizes such assets are being purchased in their "AS IS" condition without express or implied warranty.
- (f) The Purchaser further acknowledges that it is not relying upon any oral or written representation of the Seller or other third parties regarding the value of the business, condition of the inventory, furniture and equipment or other tangible or intangible assets in determining to purchase the assets for the price and in accordance with the terms set forth herein.

XI. COVENANT NOT TO COMPETE

DWC agrees that it shall, upon Closing, discontinue the electrical contracting business either directly or indirectly, and shall not lend his or its names to any business or organization competitive with Purchaser within a geographic area described as King, Pierce and Snohomish (Union Local 46,76 and 191 West) Counties, State of Washington for a period commencing as of the Closing and expiring two (2) years from the Closing. In the event of breach of this Covenant and commencement of litigation to enforce said Covenant, the Purchaser shall be entitled to injunctive relief, and the prevailing party shall be entitled to damages and its reasonable attorney fees (and all of its costs of litigation), and venue for such action shall be in Seattle, Washington. Notwithstanding the foregoing, DWC is expressly permitted to complete any contracts or warranty claim repairs or replacements on contracts of the Seller existing at Closing. Sequoyah acknowledges that Power City contracts to perform services in King, Pierce and Snohomish (Union Local 46,76 and 191 West) Counties, Washington for its clients separate and apart from DWC clients and that it may continue to do so notwithstanding the preceding sentence.

Power City agrees not to perform work for any current DWC client for a period of two (2) years from the date of Closing within the geographic area of King, Pierce and Snohomish (Union Local 46,76 and 191 West) Counties, Washington. Power City also agrees not to solicit or hire DWC employees for a period of two (2) years from the date of Closing. For a period of two years, if Power City works in King, Pierce and Snohomish (Union Local 46,76 and 191 West) Counties for a client not traditionally associated with DW Close, Power City shall notify Sequoyah prior to commencing work.

XII. INDEMNIFICATION OF SELLER

The Purchaser agrees to indemnify, defend, and hold Seller and its successors and assigns harmless from any and all claims, liabilities, and obligations of every kind and description, contingent or otherwise, including all costs of defense of such claims, liabilities or obligations, including, but not limited to, reasonable attorney fees, arising from or relating to the ownership of the purchased business assets, post-Closing employment of former employees of the Seller by Purchaser, subsequent to Closing.

XIII. INDEMNIFICATION OF PURCHASER

The Seller agrees to indemnify, defend, and hold Purchaser and its successors and assigns harmless from any and all claims, liabilities, and obligations of every kind and description, contingent or otherwise, including all costs of defense of such claims, liabilities or obligations, including, but not limited to, reasonable attorney fees, arising from or relating to the ownership of the purchased business assets prior to Closing. This indemnity excludes costs associated with defense costs or liability caused by Sequoyah promoting this transaction as a "merger" or other terms which could cause a reasonable person to conclude Sequoyah did more than hire former employees and buy former assets of DW Close.

XIV. CLOSING

- (a) Closing. The closing of this Agreement shall take place on or before December 31, 2011 effective as of the close of business on such day (the "Closing") or at such other time as shall be agreed to by the Parties in writing; provided, however, that all conditions to the Closing shall have been satisfied. The exact date of Closing shall be used for determining all prorations.
- (b) Performance by Seller at Closing. At Closing, the Seller shall deliver to the Purchaser the following:
 - (1) A Bill of Sale and Assignment in the form attached hereto as Exhibit "B-1" shall be executed and delivered at Closing to transfer ownership of the vehicles listed on Exhibit "A." The remainder of the transferred assets shall be transferred pursuant to the Bill of Sale and Assignment in the form attached as Exhibit "B-2." All other appropriate documents and instruments in customary form and substance sufficient to transfer all Seller's right, title, and interest in and to all purchased assets to Purchaser shall also be delivered at Closing, including without limitation execution and delivery of any and all reasonable documents necessary to convey Seller's interests in titled vehicles to Purchaser.
 - (2) Seller shall, at Seller's sole cost and expense, obtain and all releases from any third party that are necessary to convey each of the purchased assets free and clear of all liens, interests, claims and encumbrances of any kind whatsoever, and provide Purchaser with all reasonably necessary documentation at Closing evidencing such releases.
- (c) Performance by Purchaser at Closing. At Closing, the Purchaser shall execute all documents prepared in conjunction with the Closing requiring the Purchaser's signature and tender payment for the assets purchased per the attached schedule. Purchaser shall have casualty and personal liability insurance for the purchased assets and provide a copy of evidence of insurance to Seller. The Bonus Payment shall be paid as provided in Section III above after Closing.

XV. MISCELLANEOUS

- (a) Schedules and Exhibits. All schedules and exhibits attached to this Agreement shall be deemed part of this Agreement and incorporated herein as if fully set forth herein.
- (b) Personal Property Taxes. Purchaser shall timely report and pay any sales and use tax payable upon purchase of the assets set forth in Section I hereinabove.
- (c) Notices. Any notice or other communication shall be in writing and shall be considered to be fully given on the earlier of:

The date of actual receipt; or three (3) days after deposit via first class certified U.S. mail, postage prepaid, return receipt requested, to the addresses stated below.

Seller: D.W. Close Company, Inc.
Attention: Colin Thompson
3327 E. Olive
P.O. Box 2507
Spokane, Washington 99220-2507

Purchaser: Sequoyah Electric, LLC
Attention: David E. Nichols, President
Attention: Mahmood Ghassemi, Vice President
15135 NE 92nd Street
Redmond, Washington 98052

With a copy to: _____

- (d) Entire Agreement. This Agreement and the other documents referenced therein contain the entire understanding of the Parties hereto relating to the subject matter herein.
- (e) Breach. A breach under this Agreement shall also result in a breach under the other.
- (f) Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington with venue in King County.
- (g) Interpretation. This Agreement is the product of negotiation and shall not be interpreted particularly for or against any Party.
- (h) Amendments and Modifications. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, amended, modified or

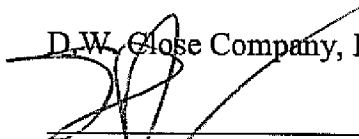
terminated orally or in any other manner than by an instrument in writing signed by all the parties.

- (i) Attorney Fees, Costs and Expenses. In the event any Party initiates litigation for breach of this Agreement, the substantially prevailing Party in such action shall be entitled to recover from the substantially non-prevailing party its costs and reasonable attorney's fees incurred to prosecute or defend the action, including costs and fees incurred in any appellate proceeding.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date set forth below.

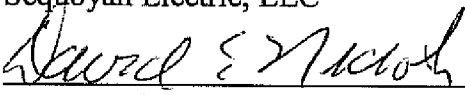
DATED this 28 day of December, 2011.

SELLER:

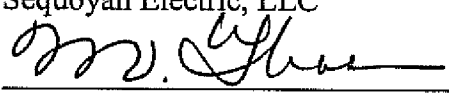

D.W. Glose Company, Inc.

By: Colin Thompson
Its: Secretary / Treasurer

PURCHASER:

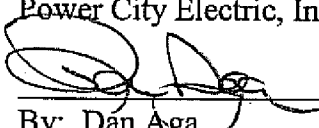
Sequoyah Electric, LLC


By: David E. Nichols
Its: President

Sequoyah Electric, LLC


By: Mahmood Ghassemi
Its: Vice President

Power City Electric, Inc. is a signatory to this Agreement solely with respect to its obligations at Section 11 and it has no rights or obligations under the balance of the Agreement.

Power City Electric, Inc.


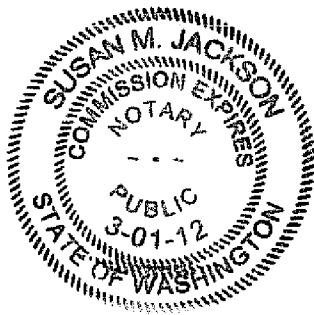
By: Dan Aga
Its: President

(Notary Pages to Follow)

STATE OF WASHINGTON)
 King) ss.
COUNTY OF SPOKANE)

On this 28th day of December 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Colin Thompson, to me known to be the Secretary/Treasurer of D.W. Close Company, Inc., a Washington corporation, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that Colin Thompson was authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

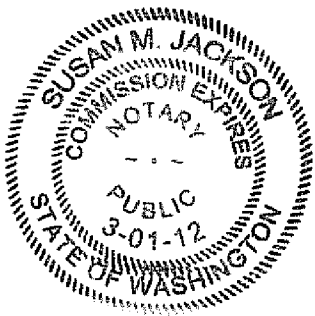


Susan M. Jackson
Notary Public in and for the State
of Washington, residing at Spokane Seattle
My commission expires: 3/1/2012

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 28th day of December 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dave Nichols, to me known to be the President of Sequoyah Electric, LLC, Washington limited liability company, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that David E. Nichols authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

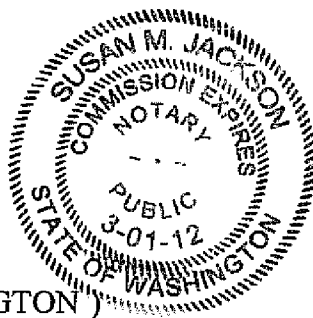


Susan M. Jackson
Notary Public in and for the State
of Washington, residing at Seattle
My commission expires: 3/1/2012

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 28th day of December 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mahmood Ghassemi, to me known to be the Vice President of Sequoyah Electric, LLC, Washington limited liability company, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that Mahmood Ghassemi were authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Susan M. Jackson
Notary Public in and for the State
of Washington, residing at Seattle
My commission expires: 3/1/2012

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 27 day of Dec . 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dan Aga, to me known to be the President of Power City Electric, Inc., a Washington corporation, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that Colin Thompson was authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Patricia A. Jeffries
Notary Public in and for the State
of Washington, residing at Spokane
My commission expires: 5/25/15

LIST OF EXHIBITS

EXHIBIT "A"	D.W. Close Company, Inc.'s Equipment List: List of vehicles and equipment being sold to Purchaser
EXHIBIT "A-1"	D.W. Close Company, Inc.'s Intangible Assets
EXHIBIT "B-1"	Form of Bill of Sale and Assignment for Vehicles
EXHIBIT "B-2"	Form of Bill of Sale and Assignment for Other Assets
EXHIBIT "C"	Subcontracting Services to be performed by Purchaser
EXHIBIT "C-1"	Subcontracting Services Payment Schedule
EXHIBIT "D"	D.W. Close Company, Inc.'s Contracts as of December 31, 2011
EXHIBIT "D-1"	D.W. Close Company, Inc.'s Maintenance Contracts

EXHIBIT "A"

D.W. CLOSE COMPANY, INC.

List of Purchased Vehicles and Equipment

DW CLOSE VEHICLE LIST - BILL OF SALE PRICING

Veh. #	Driver	Year	Model	MILES	License #	Make	Size	Location	Exp.	Vehicle ID #	Sell Price
8016	Chris Ward	1998	E-250 VAN	116,000	B01958A	FORD	3/4 Van	ELECTRICAL SVC	MAR	1FTNE24L2WHA67670	1,300
8029	Warehouse	2000	F-250 LIFIGATE	247,000	B35904A	FORD	3/4 TON	Warehouse	FEB	1FTNF20L5YED38261	3,000
8030	Dale Standley	2000	F-150 W/Canopy	123,330	B35900A	FORD	1/2 P.U.	MEDINA	MAR	2FTZFF1720YCA27383	3,000
8033	Jim Frank	2000	E-250 VAN	156,000	B35906A	FORD	3/4 Van	ELECTRICAL SVC	MAR	1FTNE24L9YHA91192	1,700
8034	Mike Coms	2000	E-250 VAN	146,000	B67594D	FORD	3/4 Van	ELECTRICAL SVC	JUL	1FTNE24L9YHB52654	1,700
8048	Bowen- storage	2001	E-350 VAN	114,805	B21358G	FORD	1 Ton van	Bowen	MAY	1FTSE34L31HB28980	4,000
8057	Warehouse	2001	F-450 Liftgate	147,000	B76112K	FORD	1 1/2 Ton	Warehouse	MAY	1FDXF46S81EA37116	4,500
8061	Sean Burns	2005	Silverado 1500	134,000	A54567X	CHEV	1/2P	Allied -Jewish	MAR	1GCEC14X25Z205462	4,300
8062	Ferddi Martin	2005	Silverado 1500	91,000	A54567X	CHEV	1/2 P.U.	ELECTRICAL SVC	MAR	1GCEC14X95Z163016	5,500
8066	Darren Hosler	2006	E-350 VAN	93,000	B15024A	FORD	1 TON	ELECTRICAL SVC	MAY	1FTSE34L66DA45526	7,000
8067	Jim Dodge	2006	E-350 VAN	111,000	B15025A	FORD	1 TON	ELECTRICAL SVC	MAY	1FTSE34L86DA45527	6,000
8068	Tim Ess	2006	E-350 VAN	82,000	B15022A	FORD	1 TON	ELECTRICAL SVC	MAY	1FTSE34LX6DA45528	7,500
8069	Jeff Urpman	2006	E-350 VAN	98,000	B12847A	FORD	1 TON	ELECTRICAL SVC	MAY	1FTSE34L46DA41474	7,000
8070	Dan Quinn	2006	E-350 VAN	51,000	B15023A	FORD	1 TON	ELECTRICAL SVC	MAY	1FTSE34L96DA42054	9,000
8073	Bowen- storage	2007	F150	106,000	B67435E	FORD	1/2 P.U.		SEP	1FTRF12207KD46834	6,000
8074	Tracy Rodal	2008	E350	64,000	B28189F	FORD	1 TON	ELECTRICAL SVC	DEC	1FTSE34L88DA32182	10,000
8075	Marly Talman	2008	E350	125,000	B31171F	FORD	1 TON	ELECTRICAL SVC	DEC	1FTSE34LX8DA32183	5,000
8077	Brian Atkins	2008	E350	70,000	B52726F	FORD	1 TON	ELECTRICAL SVC	JAN	1FTSE34L08DA46108	10,000
8078	Mark Bell	2008	E350	146,000	B52727F	FORD	1 TON	ELECTRICAL SVC	JAN	1FTSE34L28DA46109	3,500
8079	Dean Baker	2008	E350	77,000	B52739F	FORD	1 TON	ELECTRICAL SVC	JAN	1FTSE34L98DA46110	10,000
8080	Don Lopata	2008	Ranger Ext.	51,000	B90127H	FORD	1/2 PU	ELECTRICAL SVC	oct	1FTYR14U28PA90024	10,000
8082	Bill St Peter	2009	Ranger Ext.	46,000	B24242K	FORD	1/2 PU	ELECTRICAL SVC	JAN	1FTYR14E09PA08964	12,000
Final Offer											
132,000											

EXHIBIT "A"
D.W. CLOSE COMPANY, INC.

List of Purchased Vehicles and Equipment
(continued)

DW CLOSE TOOL LIST				Final	
CAT	Description	Qty	Amount	Extended	
MAJOR	CYCLONE BENDERS	5	\$1,500.00 EA	\$7,500.00	
MAJOR	GREENLEE 855 BENDER	1	\$3,500.00 EA	\$3,500.00	
MAJOR	GREENLEE 640 WIRE PULLERS	3	\$750.00 EA	\$2,250.00	
MAJOR	GREENLEE ULTRA TUGGER	1	\$2,500.00 EA	\$2,500.00	
MAJOR	RIDGID 535 THREADERS	3	\$750.00 EA	\$2,250.00	
MAJOR	BURNDY PAT 750XT CORDLESS	1	\$400.00 EA	\$400.00	
MAJOR	BURNDY PAT 750 14 VOLT	1	\$300.00 EA	\$300.00	
MAJOR	BURNDY Y35	1	\$100.00 EA	\$100.00	
MAJOR	GREENLEE 1399 BAND SAW	1	\$100.00 EA	\$100.00	
MAJOR	CONDUX DUCT RODDER 600'	1	\$300.00 EA	\$300.00	
				\$19,200.00	
COMMON	UPRIGHT 2-DOOR GANG BOXES	28	\$165.00 EA	\$4,620.00	
COMMON	GREENLEE 7310 KO SETS 1/2"-4"	12	\$110.00 EA	\$1,320.00	
COMMON	HILTI TE 74 LARGE ROTO HAMMERS	10	\$38.50 EA	\$385.00	
COMMON	ANDERSON HYPRESS UC6FT	5	\$100.00 EA	\$500.00	
COMMON	8' FIBERGLASS LADDERS	50	\$16.50 EA	\$825.00	
COMMON	12' FIBERGLASS LADDERS	24	\$22.00 EA	\$528.00	
COMMON	GREENLEE 909 WIRE CARTS	12	\$55.00 EA	\$660.00	
COMMON	GREENLEE 683 LARGE REEL ROLLERS	20	\$55.00 EA	\$1,100.00	
COMMON	10' FIBERGLASS LADDERS	30	\$18.70 EA	\$561.00	
COMMON	RIDGID 300 THREADERS	4	\$550.00 EA	\$2,200.00	
COMMON	RIDGID 700 THREADERS	4	\$82.50 EA	\$330.00	
COMMON	HILTI DX351	8	\$27.50 EA	\$220.00	
COMMON	PALLET JACKS	13	\$5.50 EA	\$71.50	
COMMON	GRAINGER/HAMILTON RAILROAD CARTS 4ZJ69	9	\$27.50 EA	\$247.50	
COMMON	MILWAUKEE 6511 SAWZALL CORDER	39	\$16.50 EA	\$643.50	
COMMON	DEWALT/HILTI SMALL ROTO HAMMERS	56	\$16.50 EA	\$924.00	
COMMON	GREENLEE 1989 CRIMPERS	3	\$50.00 EA	\$150.00	
COMMON	HILTI DXA40	6	\$16.50 EA	\$99.00	
COMMON	GREENLEE 668 PIPE RACKS	5	\$82.50 EA	\$412.50	
COMMON	CHEST GANG BOXES	12	\$82.50 EA	\$990.00	
COMMON	GREENLEE 848 PVC BENDERS	2	\$165.00 EA	\$330.00	
COMMON	CURRENT 453 PVC BENDERS	2	\$110.00 EA	\$220.00	
COMMON	GREENLEE 38733 WIRE CARTS	21	\$27.50 EA	\$577.50	
COMMON	GREENLEE 1813 BENDING TABLE	2	\$165.00 EA	\$330.00	
COMMON	GREENLEE 1731 C PUNCH	2	\$50.00 EA	\$100.00	
COMMON	ROL-A-LIFT/M4	5	\$55.00 EA	\$275.00	
COMMON	MILWAUKEE 1/2" HOLE SHOOTER 0234	38	\$11.00 EA	\$418.00	
COMMON	MILWAUKEE 6230 BANDSAW	24	\$16.50 EA	\$396.00	
COMMON	RIDGID TRI STANDS	14	\$66.00 EA	\$924.00	
COMMON	GREENLEE 687 SMALL REEL JACKS	14	\$33.00 EA	\$462.00	
COMMON	GENERATORS	2	\$82.50 EA	\$165.00	
COMMON	GREENLEE 690 VACUUMS	14	\$20.00 EA	\$280.00	
COMMON	HILTI DX460	2	\$25.00 EA	\$50.00	
COMMON	14' FIBERGLASS LADDERS	2	\$27.50 EA	\$55.00	
COMMON	RUBBERMAID DUMPSTERS	12	\$55.00 EA	\$660.00	
COMMON	DEWALT 18 VOLT DRILLS DC987	47	\$11.00 EA	\$517.00	
COMMON	MILWAUKEE 1/2" DRILL HOLE HAWK 1675	9	\$27.50 EA	\$247.50	
COMMON	16' FIBERGLASS LADDER	1	\$33.00 EA	\$33.00	
COMMON	MILWAUKEE 1/2" DRILL 1610	11	\$16.50 EA	\$181.50	
COMMON	GREENLEE 39660 REEL ROLLERS	2	\$27.50 EA	\$55.00	
COMMON	HILTI 18 VOLT DRILLS SE18-A	8	\$11.00 EA	\$88.00	
COMMON	MILWAUKEE 1/2" RIGHT ANGLE 1107	3	\$16.50 EA	\$49.50	
				\$23,201.00	
				\$42,401.00	

EXHIBIT "A"
D.W. CLOSE COMPANY, INC.
List of Purchased Vehicles and Equipment
(continued)

DW CLOSE OFFICE EQUIPMENT LIST

Description	Qty	Amount		Extended
Paper Trimmer	1	\$100.00	EA	\$100.00
HP LaserJet 1320 printer – 4 years old & discontinued	1	\$100.00	EA	\$100.00
19" Dell Monitor	1	\$50.00	EA	\$50.00
Any Dell Latitude Laptop Power Cords	6	\$5.00	EA	\$30.00
A pair of desk top speakers	1	\$20.00	EA	\$20.00
Cannon Document desktop scanners	4	\$50.00	EA	\$200.00
Black file wall cabinets	3	\$100.00	EA	\$300.00
(3) filed guy's laptop computer	3	\$100.00	EA	\$300.00
Black Credenza	1	\$50.00		\$50.00
		TOTAL VALUE		\$1,150.00

EXHIBIT "A-1"

Intangible Assets

The following is a list of intangible assets the will be part of the sell agreement:

1. DWC's main phone number (206-242-0058), fax number (206-242-2787) and the following direct extensions:

Name	Direct Dial 835-7ext
Bill St. Peter	244
Don Lopata	224
Ferddi Martin	225
Tim Doeflinger	229

2. DWC's cell numbers:

Name	206-793-
Bill St. Peter	4966
Brian Atkins	2977
Chris Ward	4041
Dale Standley	1-425-210-1760
Dan Quinn	5042
Darren Hosler	5001
Dean Baker	5050
Don Lopata	4956
Eric Tilkens	4991
Ferddi Martin	4957
Jeff Urpman	4524
Jim Dodge	5004
Jim Frank	4961
Ken Hanson	4967
Mark Bell	9699
Marty Talman	1799
Mike Coms	4974
Randy Kono	1-425-241-5010
Rich Gorder	5133
Sean Burns	5082
Tim Doerflinger	5009
Tim Ess	5007
Tim Hurrell	1-425-210-7245
Tracy Rodal	4962
Spare	4100
Spare	4852
Spare	4995

EXHIBIT "A-1"

Intangible Assets
(continued)

3. DWC's Air Cards:

Daren Hosler	206-445-5477
Ferddie Martin	206-459-7990
Don Lopata	206-459-8645
Bill St. Peter	206-437-0217
Sean Burns	206-437-3197

4. DWC's website and email domains ("www.dwclose.com" and "@dwclose.com"). Sequoyah agrees to allow DWC to be in control of "@dwclose.com" as long as DWC forwards the agreed upon emails list below to Sequoyah. Once DWC has no further need for the email domain address, they will turn over the ownership of the said domain to Sequoyah.

Name	Email
Bill St. Peter	williams@dwclose.com
Don Lopata	donaldl@dwclose.com
Ferddi Martin	rolandom@dwclose.com
Rich Gorder	richardg@dwclose.com
Tim Doeflinger	timd@dwclose.com
Brian Atkins	briana@dwclose.com
Gary (Dean) Baker	deanb@dwclose.com
Damon (Mark) Bell	markb@dwclose.com
Sean Burns	seanb@dwclose.com
Michael Coms	mikec@dwclose.com
James Dodge	jimd@dwclose.com
Timothy Ess	time@dwclose.com
James Frank	jimf@dwclose.com
Ken Hanson	kenh@dwclose.com
Darren Hosler	darrenh@dwclose.com
Dan Quinn	danq@dwclose.com
Tracy Rodal	tracyr@dwclose.com
Martin Talman	martyt@dwclose.com
Eric Tilkens	etilkens@dwclose.com
Jeffrey Urpman	jeffu@dwclose.com
Christopher Ward	chrissw@dwclose.com

5. DWC's client list and phone numbers.

EXHIBIT "B"

D.W. CLOSE COMPANY, INC.

FORM OF BILLS OF SALE AND ASSIGNMENTS

FORM BILL OF SALE

In consideration of the vehicle price shown below, receipt of which is hereby acknowledged, DW Close Company ("Seller"), does hereby sell and transfer to ("Buyer"):

Sequoyah Electric, LLC
15135 NE 92ND ST
Redmond, WA 98052

Vehicle Price: 1,300.00

The following described personal property (The "Property"):

YEAR:	MAKE:	MODEL:	VIN:	MILEAGE:

The property is in a used condition, the Seller is neither the manufacturer nor a distributor of, nor dealer or merchant in, the property.

The Seller makes no warranty or merchantability in respect to the property, and the property is sold in an "as is, where is" condition, with all faults. By acceptance of delivery of the property, the Buyer affirms that it has not arrived on the Seller's skill or judgment select or furnish the property for any particular purpose, and that there are no representations or warranties, express, implied or statutory, that extend beyond the description of the property, except that the Seller represents and warrants that the Seller owns the property and has full power, right and authority to convey the title thereto.

This is a final and exclusive expression of the agreement of the Seller and the Buyer and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this agreement.

By acceptance and delivery of the property, the Buyer acknowledges that the Buyer has either examined the property as fully desired, or had been given the opportunity for such examination and has refused to make such examination.

In witness whereof, the Seller has executed this bill of sale on this _____ day of December 2011.

Notary:

State of _____
County of _____
Exp. Date: _____

DW Close Company

BY: _____

4304 South 131st Place
Seattle, WA 98168

EXHIBIT "C"

Subcontracting Services to be Performed by Purchaser

Commencing January 1, 2012, Sequoyah shall perform as a subcontractor to DW Close to complete remaining services required under the DWC Contracts set forth at Exhibit "D" hereinafter. These services shall include both management and completion of the services under each DWC Contract.

DWC shall remain responsible for and be entitled to receive all amounts due under the DWC Contracts whether the services were rendered before or after January 1, 2012.

Sequoyah agrees to allow former DWC employees to give their full efforts to closing out jobs contracted under DWC in an effort to maximize performance of those contracts and that the costs in Exhibit "C-1" are fair compensation for these efforts.

EXHIBIT "C-1"

Subcontracting Services Payment Schedule

Sequoyah shall be paid for services rendered under each DWC Contract in the following amounts:

1. Reimbursable Costs set forth on Attachment "A."
2. Direct Job Expenses set forth on Attachment "B."
3. Bill St. Peter shall charge his time to the DWC jobs to accurately reflect his efforts and those costs shall be billed to DWC as job costs.
4. DWC shall reimburse to Sequoyah the actual costs to employ Don Lopata for the month of January as fair compensation for the time invested to close out the small service jobs and Watermark jobs, regardless of whether this is actually a full time use of Don's time during January or, alternatively, if the need for Don's assistance extends past January 31.
5. An overhead charge equal to 10% of the aggregate sum of items 1 through 4 above.

Warranty Services Payment Schedule

1. Reimbursable Costs set forth on Attachment "A."
2. Direct Job Expenses set forth on Attachment "B."
3. Project Manager's time.
4. An overhead and profit charge equal to 15% of the sum of items 1, 2 and 3 above. HOWEVER, if the warranty work is to be paid by Vendors and Manufacturers, then Sequoyah will charge actual Time and Materials Rates for the services performed. As stated in Section VI, pre-approval by Colin Thompson or his designee is necessary for costs of warranty work to be reimbursable.

EXHIBIT "C-1"
(continued)

ATTACHMENT "A"

Reimbursable Costs

The following is a list of approved reimbursable costs:

- Labor cost:
 - Direct Labor, including burden
 - PM Labor, including burden
 - Detailing & CAD Labor, including burden
 - Deliveries
- Material
- Subcontracts
- Rentals - 3rd party
- Tools at Blue Book or Boeing rates
- Others:
 - Job Trailers/Connex
 - Permits
 - Water
 - Office equipment and materials

EXHIBIT "C-1"
(continued)

ATTACHMENT "B"

2011 (DJE) Direct Job Expenses

	<u>Projects</u>	<u>WO - Service</u>
Vehicle	2.203	7.467
Communication	0.317	0.952
Shop	0.97	0.97
Supervision	0.471	0.471
Safety	0.10	0.10
GLI	0.164	0.164
Rate/Field Hr	\$ 4.23	\$ 10.12
B&O Taxes (Total Job Cost)	0.007	0.007

EXHIBIT "D"

D.W. CLOSE COMPANY, INC.
 Contracts as of December 31, 2011

DRAFT COPY EXHIBIT D
Possible jobs requiring Sequoyah's subcontracted labor

JobNumber	Job Name	Revised ContractAmount	ActualCost	Billed PM	Committed	Cost	Last PR
70025	ABSHER CO/LAKES HS	6,133,771	5,521,965	6,128,149	12,872	12,872	11/27/2011
70029	BAYLEY/ALLIED HEALTH BLDG	3,235,010	3,462,131	3,235,868	1,570	1,570	12/18/2011
70030	BERSCHAUER/JOHN L OBRIEN	4,987,101	5,088,553	4,894,997	78,602	78,602	12/18/2011
70041	SELLEN/JEWISH FAMILY SERV	428,171	459,351	407,746	4,036	4,036	12/18/2011
76282	VOIX/POWER UPGRADES	414,217	440,470	414,217	430	430	12/18/2011
76283	ANTHONY/KC JIB CRANE	8,902	5,636	6,273	0	0	10/9/2011
76291	BENTALL KENNEDY/SQUARE D	14,525	4,911	14,525	0	0	10/23/2011
76298	CASCADE/WOODINVILLE/RETRO	48,684	36,226	58,473	740	740	12/18/2011
76301	SSI/SEATTLE S XFER/CMPCTR	29,087	15,782	16,900	0	0	12/18/2011
76302	KSD/KENT ELEM/PWR 200AMP	20,650	15,714	20,650	316	316	11/27/2011
815139	YWM/NORTHGATE PLAZA/PER P	0	5,728	0	0	0	10/23/2011
815216	IB/MISC ELEC FOR LOUVERS	0	1,194	0	18	18	12/18/2011
815229	COB/BSC/LTG MAINT	0	475	0	1	1	12/18/2011
815230	WM/T/S AIR COMP	0	203	0	1	1	12/18/2011
815239	SW/BRAVERN/FIRE PUMP BRK	0	1,984	0	0	0	10/23/2011
815278	VOIX/LAB RECIRCUIT	0	2,586	0	264	264	11/6/2011
815291	BOW/FIRE STATION/GEN BRK	0	2,171	0	0	0	11/13/2011
815336	AJ/HYDROGEN FLOW TRANSMIT	9,931	4,689	0	710	710	12/18/2011
815350	AML/INSTAL LIGHTS ON TRA	0	1,905	0	0	0	11/6/2011
815357	RS/REPAIR POLE LIGHTING	0	628	0	0	0	11/20/2011
815365	HSD/ERAC/INSTAL METERS	0	408	0	0	0	12/18/2011
815366	AML/INSTAL LED LIGHTS ET	0	2,113	0	0	0	12/18/2011
815372	RCCR/MISC ELECTRICAL	0	1,900	0	245	245	11/27/2011
815383	IR/ADD FEEDER FOR LATHE	0	7,671	0	2	2	11/20/2011
815386	SB/FESCALA/ELEC AS DIRECT	0	2,096	0	3	3	11/20/2011
815391	BLU/LIGHTING ETC	2,648	1,634	0	292	292	11/13/2011
815406	BENC/NEWPORT TOWER/CON SU	0	847	0	0	0	11/20/2011
815407	BENC/NEWPORT TOWER/CON SU	0	915	0	0	0	12/18/2011
815414	CRC/T/S HARRIS BALER	0	1,465	0	0	0	12/18/2011
815429	PACS/ELEC AS DIRECTED	0	10,722	0	107	107	12/18/2011
815466	ALARGON H2 MONITOR	14,541	3,539	0	35	35	12/18/2011
815480	CH/H/T/S CIRCUITS ETC	0	695	0	1	1	12/18/2011
815482	VAN/T/S ELEC AS DIRECTED	0	136	0	0	0	12/18/2011
815485	SEAT/S PWR ISSUES	0	1,095	0	16	16	12/18/2011
815491	PAC/GRENWICH/CHECK ELEC S	0	544	0	0	0	12/18/2011
815494	ERCC/FIX LIGHTING	0	583	0	0	0	12/18/2011
815498	YWM/PARKRIDGE/LOCATE REP	0	340	0	0	0	12/18/2011
815500	ESDI/ENJ/MCLAW HS/PER PROP	0	1,293	0	0	0	12/18/2011
815501	COB/BSC/CARP SHOP PNL LL6	0	950	0	0	0	12/18/2011
815502	COB/CITY HALL/2W INVEST	0	797	0	0	0	12/18/2011
815503	YWM/MCKEE/ELEC AS DIRECTE	0	173	0	0	0	12/18/2011
815505	PACS/MISC ELECT	0	2,130	0	0	0	12/18/2011
815506	MRES/FX MCRORY/T/S BRK	0	75	0	0	0	12/18/2011

EXHIBIT "D"

D.W. CLOSE COMPANY, INC.
 Contracts as of December 31, 2011
 (continued)

JobNumber	Job Name	Revised ContractAmount	ActualCost	Billed	PM	Committed	Cost	Last PR
815507	CRC/C&D T/S MAIN DISCONN	0	136		ST PETER		0	12/18/2011
815508	SHO/CONTROL CIRCUIT	0	769		LOPATA		0	12/18/2011
815510	EC/CRANE AERO/MISC ELECT	0	544		LOPATA		0	12/18/2011
815511	CHHI/PANTAGES/ITS ELE 304	0	136		LOPATA		0	12/18/2011
815512	IB/HOSTESS/ITS EM LIGHTS	0	136		LOPATA		0	12/18/2011
815513	SMURF/REPAIR EXT LIGHTING	0	744		MARTIN		12	12/18/2011
815515	AL/DEF PUMP PWR	0	1,145		MARTIN		227	12/18/2011
815517	CWD/2200 COMPLEX/FIX LIGH	0	613		LOPATA		0	12/18/2011
815518	JEW/FIX LIGHT	0	272		LOPATA		0	12/18/2011
815519	FOG/FIX SW SAND SCOOP	0	203		LOPATA		309	12/18/2011
815520	AG/TEST MTR LEADS	0	136		LOPATA		0	12/18/2011
815521	SR/PREFONTAINE/ITS PWR	0	136		LOPATA		0	12/18/2011
815522	COB/CROSSROADS/FIX LIGHTS	0	204		LOPATA		0	12/18/2011
815523	SYC/DOCK LIGHTING POLES	0	372		LOPATA		52	12/18/2011
815525	MRES/IFX MCRORY/ELEC AS DI	0	136		LOPATA		0	12/18/2011
815526	STO/ELEC AS DIRECTED	0	238		LOPATA		0	12/18/2011
815527	WM/GLACIER/MOTOR DEMO	0	204		MARTIN		0	12/18/2011
WM10097	GMR WATER DETECTION	0	13,218	25,000	LOPATA		0	12/18/2011
WM11055	G2'S CLOSET AUGMENTATION	0	231		LOPATA		0	12/18/2011
WM11058	GMR SCHEDULED MAINT	0	13,567	17,969	LOPATA		0	12/18/2011
WM11060	GENERATOR REPAIRS	0	374	7,306	LOPATA		0	12/18/2011
WM11061	VFD REPLACEMENTS	0		9,330	LOPATA		0	12/18/2011
WM11063		0	278		LOPATA		23,802	1/0/1900

EXHIBIT "D-1"

D.W. CLOSE COMPANY, INC.
 Maintenance Contracts

1. City of Bellevue