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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM346932

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PT On Call, P.S.		07/01/2015	CORPORATION:

### **RECEIVING PARTY DATA**

Name:	Therapy Placement Services Inc
Street Address:	13115 NE 4th Street
City:	Vancouver
State/Country:	WASHINGTON
Postal Code:	98684
Entity Type:	INDIVIDUAL: UNITED STATES

# **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1577023	PT ON CALL
Registration Number:	1824722	OT ON CALL
Registration Number:	2552420	ST ON CALL
Registration Number:	3767180	TPS

### **CORRESPONDENCE DATA**

**Fax Number:** 3607370200

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.

 Phone:
 360-696-1070 x736

 Email:
 molly@ptoncall.com

Correspondent Name: Therapy Placement Services, Inc.

Address Line 1: 13115 NE 4th Street

Address Line 4: Vancouver, WASHINGTON 98684

NAME OF SUBMITTER:	Molly A Gould, President
SIGNATURE:	/Molly A Gould/
DATE SIGNED:	07/06/2015

**Total Attachments: 34** 

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### ASSET PURCHASE AGREEMENT: P.T. ON CALL

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made effective as of July 1, 2015, by and among THERAPY PLACEMENT SERVICES, INC., a Washington corporation, ("TPS"), MOLLY A. GOULD, ("Purchaser"), P.T. ON CALL, P.S., a Washington professional service corporation ("Seller"), DORIS E. JACKSON, ("Dode") and CHRISTOPHER F. JACKSON, ("Chris").

### RECITALS:

- A. Seller is engaged in the business of operating a staffing agency to fill vacancies in the rehabilitation services industry (the "Business").
- B. Purchaser has been leasing the Business from Seller since April 1, 2015, pursuant to that certain Lease of Business Operations attached hereto as Exhibit A (the "LOB").
- C. Purchaser has exercised the purchase option under the LOB.
- D. Seller desires to sell and assign to Purchaser, and Purchaser desires to purchase from Seller, all the rights and assets (including Business goodwill) of Seller used by Seller in the operation of the Business on the terms and subject to the conditions set forth in this Agreement.
- E. Dode and Chris (collectively "Selling Shareholders") are the sole shareholders of and own all the stock of Seller.
- F. Purchaser is the sole shareholder of and owns all the stock of TPS.
- G. TPS has been operating the Business on behalf of Purchaser during portions of the LOB and will also do so following this transaction.

### AGREEMENT

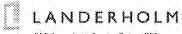
Therefore, in consideration of the premises and of the covenants, representations, warranties, and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

### 1. Purchase and Sale of Assets.

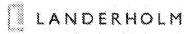
ASSET PURCHASE AGREEMENT - 1

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a) Agreement of Purchase and Sale. Except as described in Section 1(c), Purchaser agrees to purchase from Seller and Seller agrees to sell, transfer, assign, convey, and deliver to Purchaser, on the terms and conditions set forth in this Agreement, all the assets, properties, and rights used or held for use in the Business in connection with the operation of the Business. All said assets, properties, and rights are collectively referred to in this Agreement as the "Assets." All the Assets shall be conveyed to Purchaser free and clear of all liens, mortgages, pledges, security interests, options, claims, charges, or other encumbrances or restrictions of any kind.



- b) Description of Assets. The Assets shall include all the assets that are used, held for use, or produced by Seller in the conduct of the Business. Without limiting the foregoing, Assets shall include:
  - (i) all cash and cash equivalents as existing at the beginning of the LOB;
- (ii) all trade accounts receivable, notes receivable, negotiable instruments, and chattel paper at closing (collectively, the "Accounts Receivable"), which will be included as part of those Accounts Receivable as existing at the beginning of the LOB described on Schedule 1(b)(i):
- (iii) all earned but undelivered and unbilled revenue for any of Seller's services and work in process at the beginning of the LOB ("WIP").
- (iv) all furniture, fixtures, equipment (including office equipment), machinery, parts, computer hardware, inventory, supplies, and related packaging and labels (if any) and all other tangible property ("Property and Equipment"), including those described on Schedule 1(b)(ii);
- (v) all rights in connection with prepaid expenses at the beginning of the LOB ("Prepaid Expenses");
- (vi) all contracts for services, quotations and bids and all rights thereunder, to the extent performance is not complete as of the beginning of the LOB (the "Service Contracts");
- (vii) all rights in all intellectual property used in the Business, including all trade secrets, clients, business and marketing plans, copyrights and applications therefore, trademarks and applications therefore, service marks and applications therefore, Internet domain names, Web sites, trade or assumed business names and applications therefore, names and slogans used by Seller and all goodwill associated with such intellectual property rights, all licenses held by Seller to use any of the foregoing, and all telephone and facsimile numbers used by Seller in connection with the Business and all goodwill and other intangibles used or associated with the Business (collectively, the "Intellectual Property and Intangibles"), including those described on Schedule 1(b)(iii);
- (viii) all client files and all lists of customers, prospects, suppliers, and vendors, all Client Records and mailing lists ("Client Records");
- (ix) all books, records, and files (electronic and otherwise), including drawings, and other technical papers, payroll, employee benefit, insurance records, accounts receivable and payable, inventory, maintenance, and asset history records, ledgers, and books of original entry ("Books and Records");
- (x) all licenses, permits, registrations, and government approvals ("Permits") to the extent that such may be assigned to Purchaser; and



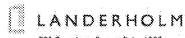
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ASSET PURCHASE AGREEMENT - 2

- (xî) all rights and obligations under the lease for the business premises.
- Excluded Assets. Purchaser shall not acquire from Seller the assets of Seller described on Schedule 1(c) attached hereto (the "Excluded Assets").

### 2. Seller's and Selling Shareholders' Liabilities.

- Excluded Liabilities. Except as specifically set forth in Section 2(b), Seller and Selling Shareholders shall be jointly and severally liable and remain liable for, and shall discharge and perform in full when due, all liabilities and obligations of Seller of any kind and nature whatsoever, including but not limited to those described below:
- (1) any liability or obligation of Seller or any affiliate of Seller for any federal, state, or local income, payroll, excise, business, or occupation tax or other taxes for any period (or portion thereof) ending on or before the Closing Date, whether accrued but unpaid, lawfully deferred or otherwise:
- any liabilities or obligations for Taxes related to the Assets, the Business, or employees of Seller for periods (or portions thereof) ending on or before the Closing Date, and any portion of any personal property taxes attributable to any period or any portion of any period ending on or before the Closing Date (prorated as necessary);
- any liabilities or obligations for trade or accounts payable of Seller, including those described on Schedule 2(a)(viii) (the "Accounts Payable").
- Assumed Liabilities. At Closing, Purchaser shall assume and agree to discharge and perform only the liabilities described in Schedule 2(b) (the "Assumed Liabilities"). All other liabilities and obligations of Seller and Selling Shareholders, including but not limited to those described in Section 2(a) above, are collectively referred to herein as the "Excluded Liabilities" and Purchaser shall assume no liabilities, indebtedness, or other obligations of Seller or Selling Shareholders in respect of the Excluded Liabilities. Seller and Selling Shareholders shall jointly and severally remain liable for the Excluded Liabilities and shall discharge and perform in full when due all the Excluded Liabilities. Purchaser shall not and shall not be deemed to be a successor of Seller's Business, it being expressly understood that Purchaser is acquiring assets.
- Time and Place of Closing. The transactions contemplated by this Agreement shall be consummated (the "Closing") at 10:00 a.m., Pacific Standard Time, at the offices of Landerholm, P.S., 805 Broadway Street, Suite 1000, Vancouver, Washington, 98660, on July 1, 2015, or on such other date or time as shall be agreed upon by the parties. The date on which Closing shall occur in accordance with the preceding sentence is referred to in this Agreement as the "Closing Date." The parties need not be physically present at Closing.
- Purchase Price and Payments. The purchase price for the purchase of the Assets shall 4. be the assumption of the assumed liabilities and NINE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$955,000.00) (the "Purchase Price"), and payable as follows:



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- a) Secured Promissory Note. At Closing, Purchaser shall execute a secured promissory note in favor of Seller in the principal amount of NINE HUNDRED FIFTY-FIVE THOUSAND NO/100 DOLLARS (\$955,000.00), at five percent (5%) interest.
- b) Allocation of Purchase Price. The parties have agreed on the purchaser and seller drafts of IRS Form 8594 for the Assets, allocating the Purchase Price among the Assets, which drafts are attached hereto as Exhibit B (the "Purchase Price Allocation"). Seller, Selling Shareholders, and Purchaser agree (on behalf of themselves and their respective affiliates) to jointly complete and separately file IRS Form 8594 with their respective federal income tax returns for the tax year in which the Closing Date occurs. No party hereto shall take a position on any income tax return that is in any manner inconsistent with the terms of the Purchase Price Allocation without the written consent of each of the other parties.
- c) Security Agreement. The obligations of Purchaser and TPS hereunder shall be secured by a lien against all Assets.
- d) Guaranty. TPS shall provide a guaranty for the obligations of Purchaser pursuant to Exhibit G.
- e) LOB. Pursuant to the LOB, Purchaser shall pay lease payments of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) to Seller on October 1, 2015; November 1, 2015; and December 1, 2015.
- f) Consulting. In addition to the purchase price, Purchaser shall pay Dode FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) for consulting services for the thirty-six (36) months following closing in monthly payments of FOUR HUNDRED SIXTEEN AND 67/100 DOLLARS (\$416.67). Dode shall be reasonably available for such consulting up to a maximum of four (4) hours per month during such 36-month period.
- 5. Adjustments. The operation of the Business and related income and expenses up to the close of business on the day before the Closing Date shall be for the account of Seller and thereafter for the account of Purchaser. Expenses, including but not limited to utilities, personal property taxes, rents, real property taxes, wages, vacation pay, payroll taxes, and fringe benefits of employees of Seller, shall be prorated between Seller and Purchaser as of the close of business on the Closing Date, the proration to be made and paid, insofar as reasonably possible, on the Closing Date, with settlement of any remaining items to be made within 60 business days following the Closing Date as determined by Purchaser.
- 6. <u>Seller and Selling Shareholders' Representations and Warranties</u>. Seller and Selling Shareholders each jointly and severally represent, and warrant to Purchaser as of the date of this Agreement and as of Closing, that:
- a) Corporate Existence. Seller is a professional service corporation duly organized and validly existing under the laws of the State of Washington, whose sole shareholders are Selling Shareholders. Seller has all requisite corporate power and authority to own, lease, and operate the Assets and to carry on the Business as it is now being conducted.



- b) Subsidiaries and Other Investments. Seller does not have any investments in or own any securities of any business, enterprise, corporation, partnership, joint venture, or other entity or organization.
- c) Authorization. Seller has full power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. The execution, delivery, and performance of this Agreement have been duly authorized and approved by the board of directors of Seller and, if applicable, the Selling Shareholders, and this Agreement constitutes the legal, valid and binding obligation of each of Seller and Selling Shareholders enforceable against them in accordance with its terms.
- d) Transfer Not Subject to Encumbrances or Third Party Approval. The execution and delivery of this Agreement, or any agreement contemplated by this Agreement, by Seller and Selling Shareholders, and the consummation of the contemplated transactions, will not result in the creation or imposition of any valid lien, charge, or encumbrance on any of the Assets. Neither the execution and delivery of this Agreement by Seller nor the consummation and performance of the transactions contemplated hereby in accordance with the terms hereof (i) requires the approval or consent of, or notice to, any governmental authority, or (ii) will conflict with or result in the breach or default under, or case an acceleration of any payments pursuant to (a) the certificate of incorporation or bylaws of Seller, or (b) any law or any rule, regulation, order, writ, injunction, or decree of any court or other governmental authority, or (c) any mortgage, note, or other agreement or instrument to which Seller is a party or by which it (or its property) is bound, except for the consent of third parties required for the assignment of the Service Contracts, if any.
- e) Employment Agreements. All employees of Seller are "at will" employees, and there are no written or verbal employment, commission, or compensation agreements of any kind between Seller and its employees.
- f) Severance. Seller has no severance pay plan, policy, practice, or agreement with any of its employees or Selling Shareholders.
- g) Compliance with Laws. To the best of Seller's knowledge, Seller has at all times conducted the Business in compliance with its articles of incorporation, its bylaws, all its other governing documents, and all applicable laws and regulations. Seller is not in violation of any applicable laws or regulations, other than violations that singly or in the aggregate do not, and with the passage of time will not, in any way adversely affect the Assets. Seller is not subject to any outstanding order, writ, injunction, or decree, and Seller has not been charged with or threatened with a charge of a violation of any provision of federal, state, or local law or regulation.
- h) Litigation. To the best of Sellers knowledge there is no claim, litigation, proceeding, or investigation pending or threatened against Seller or Selling Shareholders, nor is there any basis for any such claim, litigation, proceeding, or investigation.



# i) Title and Condition of Assets.

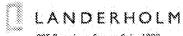
- (i) Seller owns all the Assets free and clear of all liens, mortgages, pledges, security interests, options, claims, charges, or other encumbrances or restrictions of any kind unless specified in Schedule 2(b); and
  - (ii) Seller has good and absolute marketable title to each of the Assets.
- j) **Property and Equipment**. Schedule 1(b)(ii) is in all respects a correct and complete list and description of all Property and Equipment of Seller as of the Closing Date.
- k) **Prepaid Expenses**. All Prepaid Expenses of Seller as of the Closing Date shall be transferred to Purchaser.
- Service Contracts. All Service Contracts of Seller as of the Closing Date shall be transferred to Purchaser.
- m) Intellectual Property and Intangibles. Schedule 1(b)(iii) is in all respects a correct and complete list and description of all Intellectual Property and Intangibles of Seller as of the Closing Date.
- n) Client Records. All Client Records of Seller as of the Closing Date shall be transferred to Purchaser.
- o) Books and Records. All Books and Records of Seller as of the Closing Date necessary for the Business shall be kept at the Business premises and transferred to Purchaser.
- 7. Representations and Warranties of Purchaser and TPS. Purchaser and TPS, jointly and severally, represent and warrant to Seller as follows:
- a) Corporate Existence. TPS is a Washington corporation duly organized and validly existing under the laws of the State of Washington. TPS has all requisite corporate power and authority to enter into this Agreement and perform its obligations hereunder.
- b) Authorization. The execution, delivery, and performance of this Agreement have been duly authorized and approved by the board of directors of TPS and this Agreement constitutes a valid and binding agreement of Purchaser and TPS in accordance with its terms.
- c) No Violation. Neither the execution nor the delivery of this Agreement (or of any instrument or document to be executed or delivered pursuant to the terms hereof) will result in the violation of any contractual obligation of TPS or Purchaser to any third party.
- 8. <u>Covenants of Seller and Selling Shareholders</u>. Seller and Selling Shareholders each jointly and severally covenant to Purchaser and TPS as follows:



- a) Change of Name. On or prior to the Closing Date, Seller and Selling Shareholders will change Seller's legal name or trade name and take all action necessary to permit Purchaser or TPS to legally commence use of the name P.T. On Call.
- b) Conditions and Further Assurances. Seller and Selling Shareholders will effectuate the transactions contemplated by this Agreement and fulfill all the conditions of the obligations of Seller and Selling Shareholders under this Agreement, and will do all acts and things requested by Purchaser or TPS that are necessary or appropriate to carry out their respective obligations under this Agreement and to consummate and complete all the transactions contemplated by this Agreement.
- c) Noncompetition and Non-solicitation. Seller and Selling Shareholders agree not to compete with Purchaser in the operation of the Business or solicit any clients or employees of Purchaser within the two hundred fifty (250) mile radius of the present location for a period of five (5) years after the Closing Date, and as more fully described in the noncompetition and nonsolicitation agreement attached hereto as Exhibit D (the "Noncompetition and Non-solicitation Agreement").
- 9. <u>Conditions Precedent to Purchaser's Obligations</u>. The obligation of Purchaser to purchase the Assets is subject to the fulfillment, before or at the Closing Date, of each of the following conditions, any one or portion of which may be waived in writing by Purchaser:
- a) Representations and Warranties. All representations and warranties made in this Agreement by Seller and Selling Shareholders shall be true as of the Closing Date as fully as though such representations and warranties had been made on and as of the Closing Date, and as of the Closing Date, neither Seller nor Selling Shareholders shall have violated or shall have failed to perform in accordance with any covenant contained in this Agreement.
- b) Instruments of Conveyance. Seller shall have delivered such deeds, bills of sale, assignments, trademark assignments, endorsements, certificates of title, and such other good and sufficient instruments of sale, conveyance, assignment, release, and transfer as shall, in the reasonable judgment of counsel for Purchaser, be necessary or appropriate to vest in Purchaser good and marketable unencumbered title to the Assets, free and clear of any and all security interests, mortgages, pledges, liens, and encumbrances of every descriptions except as may be granted to Seller secure Purchaser's performance hereunder or under the Promissory Note contemplated herein. Purchaser shall identify no less than three days before closing all instruments of conveyance required under this Section 9(b).
- c) No Suits or Actions. As of the Closing Date, no suit, action, or other proceeding shall have been threatened or instituted to restrain, enjoin, or otherwise prevent the consummation of this Agreement or the transactions contemplated hereby.
- 10. <u>Conditions Precedent to Obligations of Seller and Selling Shareholders</u>. The obligations of Seller and Selling Shareholders to consummate this Agreement and the transactions contemplated by this Agreement are subject to the fulfillment, before or at the

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Closing Date, of each of the following conditions, any one or a portion of which may be waived in writing by Seller:

- a) Representation, Warranties, and Covenants of Purchaser. All representations and warranties made in this Agreement by Purchaser shall be correct and accurate as of the Closing Date as fully as though such representations and warranties had been made on and as of the Closing Date, and Purchaser shall not have violated or shall not have failed to perform in accordance with any covenant contained in this Agreement.
- b) No Suits or Actions. As of the Closing Date, no suit, action, or other proceeding shall have been threatened or instituted to restrain, enjoin, or otherwise prevent the consummation of this Agreement or the transactions contemplated hereby.

### 11. Indemnification and Survival.

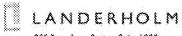
a) Survival of Representations, Warranties, and Covenants. All representations, warranties, and covenants made in this Agreement shall survive the Closing Date.

# b) Seller's and Selling Shareholders' Indemnification.

- (i) Seller and Selling Shareholders each jointly and severally covenant and agree to indemnify, defend, and hold Purchaser, its successors, and its assigns harmless from and against any and all damage or deficiency resulting from any misrepresentation, breach of warranty or covenant, or non-fulfillment of any agreement on the part of Seller or Selling Shareholders under this Agreement or any agreement contemplated hereby.
- (ii) Seller's and Selling Shareholders' indemnity obligations under this Section 11(b) shall require that Purchaser give written notice to Seller and Selling Shareholders concerning such claim, and Seller and Selling Shareholders shall, at no expense to Purchaser, defend such claim.

### c) Purchaser's and TPS' Indemnification.

- (1) Purchaser and TPS covenant and agree to indemnify, defend, and hold Seller and Selling Shareholders and their respective successors and assigns harmless from and against:
  - a. Any and all claims, liabilities, and obligations of every kind and description, contingent or otherwise, arising out of or related to the operation of the Business after the Closing Date.
  - b. Any and all damage or deficiency resulting from any misrepresentation, breach of warranty or covenant, or non-fulfillment of any agreement on the part of Purchaser and TPS under this Agreement.



805 Broadway Stress, Suite 1006 PO Box 1086 Vancouver, VVA 98666

- (ii) Purchaser's and TPS' indemnity obligations under this Section 11(c) shall require that Seller or Selling Shareholders give written notice to Purchaser and TPS concerning such claim, and Purchaser and TPS shall, at no expense to Seller or Selling Shareholders, defend such claim.
- 12. <u>Covenants Regarding Business Operation</u>. So long as any amounts remain due to Seller, Purchaser and TPS shall:
- a) Preserve and maintain TPS' existence and good standing in the jurisdiction of its incorporation, and qualify and remain qualified as a foreign corporation in each jurisdiction in which such qualification is required.
- b) Maintain, keep, and preserve all of its properties (tangible and intangible) necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear excepted.
- c) Continue to engage in an efficient and economical manner in a business of the same type as conducted by it on the date of this Agreement with no diversion of corporate opportunities to affiliated entities, businesses, and/or persons.
- d) Comply in all respects with all applicable laws, rules, regulations, and orders, such compliance to include, without limitation, paying before the same become delinquent all taxes, assessments, and governmental charges imposed upon Purchaser or upon its property.
- e) Pay all of Purchaser's debt and obligations promptly and in accordance with the terms thereof.
- f) Not grant any liens or security interest of any nature against the Assets, except for hereunder.
- g) Maintain existing ownership of TPS with no change which would cause Purchaser to own less than fifty percent (50%) of all economic rights and control rights in TPS.
- 13. <u>Reporting Requirements</u>. At all times while there may remain any amounts owing to Seller, the following shall apply:
- a) Seller and Seller's agent shall have the right to inspect the business premises of the Purchaser. Such inspections are limited to once per quarter and during normal business hours.
- b) TPS shall submit a reasonably detailed, internally prepared balance sheet and income statement to Seller each quarter, no later than the twentieth (20th) day following the end of each quarter, which includes all financial activities and accounts through the month.



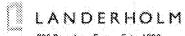
- 14. Purchaser to Maintain Adequate Insurance. Purchaser agrees to keep in force at its expense while there remains any amounts owing to Seller such liability insurance as will protect it from claims, under worker's compensation laws or otherwise, for bodily injury and death, and for property damage, that may arise out of the operation of the business. The minimum liability limits of such insurance shall not be less than that in place on the effective date hereof by Seller.
- Professional Liability Insurance. Purchaser shall provide and maintain, at its sole 15. expense, a professional liability insurance policy effective as of the closing date. Such policy shall include coverage at least as broad as that carried by the Seller and provide limits of no less than those carried by Seller at the time of this transaction.

### 16. Closing.

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- Obligations of Seller and Selling Shareholders at Closing. At Closing, Seller and Selling Shareholders shall deliver to Purchaser the following:
- an executed and original bill of sale and assignment transferring the Assets to Purchaser in the form attached hereto as Exhibit E (the "Bill of Sale and Assignment");
- an executed and original counterpart to the Noncompetition and Nonsolicitation Agreement;
- an executed and original counterpart to a security agreement securing the obligations and performance of Purchaser under the Promissory Note in the forms attached hereto as Exhibit F1 and Exhibit F2 (the "Security Agreements");
- (iv) such other certificates and documents as necessary or appropriate to consummate the transactions contemplated by this Agreement, including an assignment of lease attached as Exhibit H.
- Obligations of Purchaser at Closing. At Closing, Purchaser and/or TPS shall deliver to Seller the following:
  - an executed and original of the Promissory Note; (1)
  - an executed original counterparts to the Security Agreements; (iii)
- an executed original counterpart to the Noncompetition and Non-(ùii) solicitation Agreement; and
- such other certificates and documents as necessary or appropriate to (iv) consummate the transactions contemplated by this Agreement, including an assignment of lease attached as Exhibit H.



# 17. Termination of Agreement.

- a) By Mutual Consent. This Agreement may be terminated at any time prior to Closing by mutual written consent of the parties.
- b) Breach of Representations and Warranties; Failure of Conditions. Purchaser may elect by notice to Seller, and Seller may elect by notice to Purchaser, to terminate this Agreement if:
- (i) The terminating party shall have discovered a material error, misstatement, or omission in the representations and warranties made in this Agreement by the other party that shall not have been cured by such other party within five days after written notice to such other party specifying in detail such asserted error, misstatement, or omission, or by the Closing Date, whichever first occurs.
- (ii) All the conditions precedent of the terminating party's obligations under this Agreement as set forth in either Section 9 or 10, as the case may be, have not occurred and have not been waived by the terminating party on or prior to the Closing Date.
- c) Closing Notwithstanding the Right to Terminate. The party with a right to terminate this Agreement pursuant to Section 13(b) shall not be bound to exercise such right, and its failure to exercise such right shall not constitute a waiver of any other right it may have under this Agreement, including but not limited to remedies for breach of any representation, warranty, or covenant.
- d) Regular Corporation. The parties acknowledge and agree that TPS, following assignment from Purchaser, shall operate the Business as a regular corporation rather than a professional service corporation. The parties agree that if such operation is or becomes in violation of Washington law then this Agreement may be voided by Purchaser and TPS at any time.

### 18. Miscellaneous.

a) **Notices**. All notices required or permitted to be given under this Agreement shall be in writing and delivered as follows:

If to Seller or Selling Shareholders: Doris E. Jackson and Christopher F. Jackson 7809 SE 17<sup>th</sup> Street Vancouver, Washington 98664

If to Purchaser or TPS: Molly A. Gould 13115 NE 4<sup>th</sup> Street, Suite 100 Vancouver, Washington 98684



805 Brosdway Street, Suite 1000 PO Box 1686 Vancouver, WA 98666 provided, however, copies delivered as indicated above shall not constitute notice on each party hereto.

Notices may be served by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; by telex, facsimile, or other telecommunication device capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered five days after mailing, properly addressed. Couriered notices shall be deemed delivered on the date that the courier warrants that delivery will occur. Telex or telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, notices shall be delivered to the parties at the addresses set forth above.

- b) Section Headings. The section headings in this Agreement are for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.
- c) Incorporation of Exhibits and Schedules. All schedules and exhibits referenced in and attached to this Agreement are by this reference incorporated into and made a part of this Agreement.
- d) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and wholly performed within the State of Washington by persons domiciled in Washington. The parties agree that with respect to any dispute or legal action arising out of or related to this Agreement, the exclusive jurisdiction and venue shall be the state and federal courts located in Clark County, Washington.
- e) Severability. Any provision of this Agreement that is deemed invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Agreement.
- f) Integration; Amendment. This Agreement together with the Consulting Agreements, Security Agreement, Promissory Note, and Schedules and Exhibits hereto and thereto, which are hereby incorporated by this reference, constitutes the entire agreement of the parties relating to the subject matter of this Agreement. There are no promises, terms, conditions, obligations, or warranties other than those contained in this Agreement. This Agreement supersedes all prior communications, representations, or agreements, oral or written, among the parties relating to the subject matter of this Agreement. This Agreement may not be amended except in writing executed by the parties.
- g) Waiver. No provision of this Agreement shall be waived unless the waiver is in writing signed by the waiving party. No failure by any party to insist upon the strict performance of any provision of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision.



No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

- h) Attorney Fees. If any suit or action arising out of or related to this Agreement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees, including without limitation reasonable attorney fees as approved by the court, the fees and costs of experts and consultants, copying, courier, and telecommunication costs, and deposition costs and all other costs of discovery, incurred by such party or parties in such suit or action, including without limitation any post trial or appellate proceeding or review, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
- i) Continuing Agreement; Binding Effect. This Agreement shall bind and inure to the benefit of, and be enforceable by, the parties and their respective successors, heirs, and permitted assigns.
- j) Assignment. Neither party may assign this Agreement, in whole or in part, without the express written consent of the other party; provided Purchaser may assign her rights bereunder to TPS (but such assignment shall not release Purchaser).
- k) No Third Party Beneficiary Rights. No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
- Representation. Each other party to this Agreement acknowledges and represents that the party had an opportunity to consult with legal counsel prior to executing this Agreement.
- m) Counterparts. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
- n) Legal Representation. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT HAS BEEN PREPARED BY COUNSEL FOR PURCHASER. EACH PARTY HAS SOUGHT THE ADVICE OF INDEPENDENT COUNSEL IN REGARD TO THE CLOSING OF THIS TRANSACTION. THE EXECUTION OF THIS AGREEMENT AND THE CLOSING OF THIS TRANSACTION SHALL BE DEEMED EACH PARTY'S ACKNOWLEDGEMENT THAT THEY HAVE EITHER SOUGHT INDEPENDENT LEGAL ADVICE OF COUNSEL OR WAIVED THEIR RIGHT TO DO SO.
- cross Default. Any default by Purchaser in payment or performance under the terms of this Agreement shall constitute a default upon all documents to be executed or delivered by such party at the time of the closing of this sale; and any default by Purchaser upon any document to be executed and delivered by such party at the time of the closing of this sale shall constitute a default under this Agreement and under any other document executed and delivered by such party at the time of the closing of this sale.



805 Broadway Street, Suite 1000 PO Box 1086 Vancturer, WA 98666

- Sales Tax. Any sales or use tax generated by this transaction shall be paid by Seller.
- Transferability. Purchaser shall not sell, assign, or transfer its interest hereunder without the express written consent of the Seller.
  - Time of the Essence. Time is of the essence of this Agreement. 1)
- Future Assurances. Each of the parties shall, upon the request of any other party, execute and deliver such additional documents as may be necessary or convenient for the purpose of evidencing or perfecting any rights or interests arising under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SELLER:

SELLING SHAREHOLDERS:

P.T. ON CALL, P.S., a Washington professional service corporation

CHRISTOPPÆR F. JACKSON,

Secretary/Tyleasurer

DORIS E

CHRISTOPHER F. JACKSON, Personally

TPS:

PURCHASER:

THERAPY PLACEMENT SERVICES, INC., a Washington corporation

### INDEX OF ATTACHED SCHEDULES AND EXHIBITS

### Attached Schedules:

Schedule 1(b)(i) - Accounts Receivable Aging By Client

Schedule I(b)(iv) - Property and Equipment

Schedule 1(b)(vi) - Intellectual Property and Intangibles

Schedule I(c) - Excluded Assets

Schedule 2(a)(viii) - Accounts Payable And Accrued Expenses As

of Closing Date

Schedule 2(b) - Assumed Liabilities

### Attached Exhibits:

Exhibit A - Lease of Business Operations

Exhibit B - Secured Promissory Note (4(b))

Exhibit C - Purchase Price Allocation (4(c))

Exhibit D - Noncompetition and

Non-solicitation Agreement (8(c))

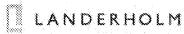
Exhibit E - Bill of Sale and Assignment (12(a)(i))

Exhibit F1 - Security Agreement: Molly (12(a)(iii))

Exhibit F2 - Security Agreement: TPS (12(a)(iii))

Exhibit G - Guaranty

Exhibit H - Assignment of Lease



805 Broadway Street, Suite 1900 PO Box 1986 Vancturer, WA 98666

TRADEMARK

REEL: 005568 FRAME: 0904

# SCHEDULE 1(b)(i)

# ACCOUNTS RECEIVABLE AGING BY CLIENT

805 Broadway Street, Suite 1000 PO 80x 1086 Vancouver, VVA 98666

# Proncall, PS

COMPANY CONFIDENTIAL

Deliverfo:

Activity from 3/31/2015 through 3/31/2015

Run by: Michelle Gillia Report created: 7/1/2015 11:24:08 A

PTOC AR Aging Report

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42156         \$2,474.18         \$2,474.18         \$2,474.18           42156         \$2,288.12         \$2,288.12         \$2,288.12           42224         \$2,588.12         \$2,288.12         \$2,288.12           42224         \$2,588.12         \$2,288.12         \$2,288.12           42224         \$2,588.12         \$2,288.12         \$2,288.12           42224         \$2,288.12         \$2,288.12         \$2,288.12           42224         \$2,288.12         \$2,288.12         \$2,288.12           41961         \$2,002.48         \$2,288.12         \$2,288.12           41966         \$2,281.28         \$2,113.20         \$2,124.8           41967         \$2,120.48         \$2,120.48         \$2,120.48           41968         \$2,120.60         \$2,120.48         \$2,120.48           42021         \$2,120.16         \$2,120.48         \$2,120.48           42104         \$2,120.16         \$2,120.48         \$2,120.48           42104         \$2,120.16         \$2,120.48         \$2,120.48           42104         \$2,120.16         \$2,120.48         \$2,120.48           42104         \$2,120.16         \$2,120.48         \$2,120.48           42104         \$2,120.48         \$2,120	42156         \$2,444.18         \$2,474.18         \$2,474.18           42156         \$2,262.57         4722.015         \$0.00         \$2,262.57           42224         \$2,288.12         \$2,288.12         \$2,288.12           42224         \$2,888.12         \$2,288.12         \$2,288.12           41961         \$2,888.12         \$2,288.12         \$2,288.12           41964         \$2,888.2         \$2,288.12         \$2,288.12           41967         \$2,810.48         \$2,111.13         \$2,381.74         \$1,682.74           41968         \$2,117.64         \$1,117.01         \$1,117.14         \$1,117.14         \$1,682.74           4202         \$1,127.04         \$1,127.04         \$1,127.04         \$1,127.04         \$1,127.04           4202         \$1,042.97         \$1,042.97         \$1,042.97         \$1,042.97         \$1,042.97           4210         \$1,042.01         \$1,000         \$1,042.16         \$1,042.97         \$1,042.97           4212         \$2,51.249         \$1,042.16         \$1,042.16         \$1,042.16         \$1,042.16           4212         \$1,042.16         \$1,042.16         \$1,042.16         \$1,042.16         \$1,042.16           4212         \$1,042.16         \$1,042.16 </td <td>\$8,000</td> <td></td> <td></td> <td></td> <td>\$7,324.87</td> <td></td>	\$8,000				\$7,324.87	
42156         \$2,474.18         41822015         \$20.02.37         \$2,02.27           42193         \$2,202.57         4222015         \$20.00         \$2,388.12         \$2,02.27           42224         \$2,388.12         4222015         \$20.00         \$2,388.12         \$2,02.27           42186         \$410.87         \$1,310.60         \$2,388.12         \$2,02.27         \$2,000.00           4186         \$410.87         \$1,200.16         \$0.00         \$2,388.12         \$2,000.00         \$2,000.00           4186         \$410.87         \$1,200.16         \$10.00         \$2,388.12         \$2,000.00         \$2,000.00           4186         \$410.88         \$1,200.16         \$10.00         \$2,388.12         \$2,000.00         \$2,000.00           4186         \$410.88         \$1,200.16         \$10.00         \$2,000.00         \$2,000.00         \$2,000.00           4200         \$1,200.16         \$1,000.00         \$2,000.00         \$2,000.00         \$2,000.00         \$2,000.00           4212         \$1,200.16         \$1,000.00         \$2,000.00         \$2,000.00         \$2,000.00         \$2,000.00         \$2,000.00         \$2,000.00         \$2,000.00         \$2,000.00         \$2,000.00         \$2,000.00         \$2,000.00	42156         \$2,474.18         4152015         \$20.02.37         \$2,474.18         \$2,474.18         \$2,474.18         \$2,588.12         \$2,588.22         \$2,5	incary.					
42324         \$2,288,12         4202015         \$0.00         \$2,288,12         \$11,411         \$9,781,11         \$16,892,99           41961         \$2,380,28         \$1,340,28         \$7,111,13         \$9,781,77         \$1,692,49           41966         \$2,380,28         \$1,270,28         \$2,300,28         \$1,500,28         \$1,600,28           41966         \$1,517,24         \$1,720,15         \$0.00         \$1,517,04         \$1,600,29           41966         \$1,517,04         \$1,120,15         \$0.00         \$1,517,04         \$1,642,97           41966         \$1,042,01         \$1,042,01         \$1,042,01         \$1,042,01         \$1,042,01           42026         \$1,042,01         \$1,042,01         \$1,042,01         \$1,042,01         \$1,042,01           42112         \$1,02,148         \$1,022,148         \$1,042,01         \$1,042,01         \$1,042,01           42112         \$1,022,148         \$1,042,01         \$1,042,01         \$1,042,01         \$1,042,01           42112         \$1,024,01         \$1,000,01         \$1,042,01         \$1,042,01         \$1,042,01           42112         \$1,024,01         \$1,000,01         \$1,000,01         \$1,000,01         \$1,000,01           4212         \$1,000,01 <td>42193         \$2.282.57         4722015         \$0.00         \$2.282.12         \$8.7311.13</td> <td></td> <td></td> <td>4/13/20115</td> <td>\$0.00</td> <td>52,474,18</td> <td></td>	42193         \$2.282.57         4722015         \$0.00         \$2.282.12         \$8.7311.13			4/13/20115	\$0.00	52,474,18	
42224         \$2,388,12         4292015         \$0.00         \$2,388,12         \$1,492.40         \$1,492.4	42224         \$2,588.12         4792015         \$0.00         \$2,588.12         \$114,143         \$97,81.77         \$114,892.90           41961         \$3,410.24         \$3,202.48         \$3,410.24         \$3,402.48         \$1,517.04				\$0.09	\$2,262.57	
41961         53.002.48         59.002.48         51.002.49         51.002.49         51.002.49         51.002.49         51.002.49         51.002.49         51.002.49         51.002.49         51.002.49         51.002.48         51	41961         53,002.48         57,111.13         57,111.13         57,111.13         57,002.48         51,002.49         51,002.49         51,002.49         51,002.54         51,002.59         51,002.54         51,002.54         51,002.54         51,002.54         51,002.54         51,002.54         51,002.54         51,002.54         51,002.54         51,002.54         51,002.54         51,002.54         51,002.54         51,002.54         51,002.54         51,002.54         51,002.54         51,002.54         51				\$0.00	\$2,588.12	
41961         53,002.48         51,002.48         53,002.48           41986         5410.87         50.00         5410.87           41986         51,517.04         51,517.04           42028         52,512.60         31,022.01           42031         50.02         51,027.04           42041         52,512.60         51,027.04           42041         52,512.60         52,512.60           42104         52,504.8         52,512.60           42124         52,514.8         440,201.5           42128         51,501.24         440,201.5           42128         51,501.24         442,201.5           42128         51,501.24         51,501.24           42128         51,501.24         52,501.56           42128         51,501.24         52,501.56           42128         50.00         51,501.24           42128         50.00         52,512.60           42128         52,501.24         52,604.40	41961         \$1,002.48         \$102.08         \$1002.48           41966         \$410.87         \$410.87         \$410.87           41966         \$410.87         \$410.87         \$410.87           41968         \$1,517.64         \$1,517.04         \$2,512.60           42021         \$2,512.60         \$2,512.60         \$2,512.60           42091         \$295.68         \$2,512.60         \$2,512.60           42104         \$290.13         \$2,512.60         \$2,512.60           42104         \$231.48         \$442015         \$0.00         \$1,546.5           4217         \$1,548.65         \$412016         \$0.00         \$1,546.5           4218         \$1,501.24         \$2,312.60         \$1,546.5           4218         \$1,501.24         \$2,312.60         \$2,312.60           4218         \$1,501.24         \$2,312.60         \$2,312.60           4218         \$1,501.24         \$2,312.60         \$2,312.60	imary					
41986         5410.87         3772015         50.00         5410.87           41998         51,517.04         31,517.04         31,517.04           42022         31,642.97         37.52015         50.00         55.517.04           42061         5595.68         37.902.97         37.902.97           42101         5796.13         37.904.33         37.904.33           42102         57.91.6         37.904.33         37.904.33           42124         58.21.48         442.2015         50.00         51,571.46           42127         51,531.24         442.2015         50.00         51,591.24           42127         51,501.24         472.2015         50.00         51,591.24           42127         51,501.24         472.2015         50.00         51,591.24         51,501.24           42127         52.504.40         52.504.40         52.504.40         52.504.40	41986         5410.87         5410.87         5410.87           41998         \$1,517.94         31,201.5         \$0.00         \$1,517.04           42082         \$2,512.60         31,517.04         \$1,517.04           42082         \$1,042.97         \$1,042.97         \$1,042.97           42101         \$505.68         \$1,042.07         \$1,042.07           42101         \$250.48         \$2,042.01         \$1,042.07           4211         \$2,042.01         \$0.00         \$2,148           4212         \$1,348.65         \$1,548.65         \$1,548.65           4213         \$1,502.01         \$1,501.24         \$2,512.60           4216         \$1,501.24         \$2,512.60         \$1,501.24           \$1,501.24         \$1,202.01         \$2,000         \$1,501.24           \$1,501.24         \$1,502.01         \$2,512.60         \$1,501.24           \$2,512.60         \$2,512.60         \$2,512.60           \$2,512.60         \$2,512.60         \$2,512.60			3/2/2/815	20.00	53,002.48	
41998         \$1,517.04         \$1,517.04         \$1,517.04           42028         \$2,512.60         \$1,517.04         \$2,512.60           42052         \$1,042.87         \$1,02018         \$0.00         \$1,042.97           42091         \$550.68         \$2,512.60         \$560.68           42104         \$570.148         \$790.13         \$790.13           42124         \$521.48         \$1,027.16         \$790.13           42128         \$1,027.16         \$1,507.24         \$1,507.24           42137         \$1,508.24         \$1,508.24         \$1,508.24           42128         \$1,508.24         \$1,508.24         \$1,508.24           42129         \$1,508.24         \$1,508.24         \$1,508.24           42128         \$1,508.24         \$2,512.60         \$1,508.24           42128         \$2,512.60         \$1,508.24         \$1,508.24           42128         \$2,512.60         \$2,512.60         \$2,508.40	41908         \$1,517.04         \$1,517.04           42028         \$2,512.60         \$2,512.60           42021         \$1,042.97         \$1,042.97           42031         \$1,042.97         \$1,042.97           42101         \$790.13         \$790.13           42124         \$1,214.8         \$1,020.15         \$0.00         \$1,274.6           42125         \$1,501.24         \$1,501.24         \$2,501.24         \$2,501.24           42125         \$2,512.60         \$1,501.24         \$5,501.24         \$4,702.015         \$6.00         \$1,501.24           42125         \$2,512.60         \$2,512.60         \$2,512.60         \$2,512.60         \$2,501.24         \$2,501.24			337/2015	\$0.00	\$410.87	
42028         \$2.512.60         31,642.97         \$1,042.97         \$2,042.97         \$2,042.97         \$2,042.97         \$2,042.97         \$2,042.97         \$2,042.97         \$2,042.97         \$2,042.97         \$2,042.97         \$2,042.97         \$2,042.97         \$2,042.97         \$2,042.97         \$2,042.97         \$2,042.97         \$2,042.97         \$2,042.97         \$2,042.97         \$2,042.97         \$2	42025         \$2,512.60         \$1,042.97         \$1,042.97         \$1,042.97         \$1,042.97         \$1,042.97           42091         \$1042.97         \$2,522.60         \$1,042.97         \$1,042.97         \$2,056.88           42101         \$790.13         \$790.13         \$790.13         \$790.13           42124         \$1,027.16         \$790.13         \$790.13           42128         \$1,027.16         \$1,027.16         \$1,027.16           42137         \$1,348.65         \$1,501.24         \$1,501.24           42127         \$1,501.24         \$2,512.60         \$1,547.631           42225         \$2,512.60         \$2,512.60         \$2,512.60           \$4,476.31         \$6,660.64         \$1,501.24           \$4,476.31         \$6,660.64				\$0.00	\$1,517.04	
42062         \$1,042.97         \$1,042.97         \$1,042.97           42061         \$705.68         \$205.68         \$505.68           42104         \$700.13         \$402.015         \$6.00         \$531.48           42124         \$721.48         \$442.015         \$6.00         \$1,027.16           42127         \$1,548.65         \$1,527.16         \$1,548.65           42157         \$1,502.16         \$1,501.24         \$1,501.24           42157         \$2,512.60         \$1,547.63         \$2,601.24           42157         \$2,512.60         \$1,547.63         \$2,601.40	42062         \$1,042.97         \$1,042.97         \$1,042.97           42061         \$705.68         \$705.68         \$705.68           42104         \$706.13         \$790.13         \$790.13           42124         \$521.48         \$790.13         \$790.13           42128         \$1,027.16         \$1,027.16         \$1,027.16           42157         \$1,548.65         \$1,548.65         \$1,548.65           42157         \$1,501.24         \$2,512.60         \$1,501.24           42225         \$2,512.60         \$2,512.60         \$2,512.60           4000 Orthor         \$1,7001.5         \$1,501.24           4000 Orthor         \$1,7001.5         \$1,7001.5			3418/2015	80.08	82,512.60	
42101.         \$790,13         \$790,13           42104.         \$790,13         \$790,13           42124.         \$721,48         \$442015.         \$0.00         \$1,221,48           42128.         \$1,027,16         \$462015.         \$0.00         \$1,521,48         \$1,544,63           42157.         \$1,548,65         \$41522015.         \$0.00         \$1,501,24         \$1,501,24           42127.         \$1,511,246         \$423,01.24         \$2,512,60         \$1,501,24         \$1,601,24           42127.         \$2,512,60         \$1,501,24         \$2,512,60         \$2,512,60         \$1,012,01           41999.         \$2,512,60         \$2,512,60         \$2,512,60         \$2,500,00         \$2,500,00           \$1999.         \$2,500,00         \$1,000,00         \$2,500,00         \$2,500,00         \$2,500,00	42101 S790,13 97902015 80.00 8790,13 8790,13 8790,13 8790,13 8790,13 8790,13 8790,13 8790,13 8790,13 8790,13 8790,13 8790,13 8790,13 8790,13 8790,13 8790,13 8790,13 8790,13 8790,14 81,501,24 472,2015 80.00 81,501,24 472,2015 80.00 81,501,24 472,2015 80.00 81,501,24 472,2015 80.00 81,501,24 82,312,60 81,50			3/13/2013	\$9.00	51,042,97	
42101         \$790.13         \$790.13           42124         \$521.48         \$402015         \$0.00         \$1,027.16           42128         \$1,027.16         \$1,527.16         \$1,548.65           42137         \$1,548.65         \$1,548.65         \$1,548.65           42137         \$1,501.24         \$1,501.24         \$2,512.60         \$1,501.24           42125         \$2,512.60         \$2,512.60         \$2,512.60         \$1,501.24           400 Ortion         \$2,512.60         \$2,512.60         \$2,504.40	42101         \$790.13         \$790.13         \$790.13           42124         \$521.48         44/2015         \$0.00         \$1,027.16           42127         \$1,548.65         415/2015         \$0.00         \$1,548.65           42157         \$1,501.24         4/22/2015         \$0.00         \$1,501.24           42225         \$2,512.60         4/29/2015         \$0.00         \$2,512.60           40P Ortho         40 Or Ortho         4/20/2015         \$0.00         \$2,512.60				\$9.60	\$505.68	
42124         \$521.48         422015         \$0.00         \$1,027.16           42128         \$1,027.16         \$1,548.65         \$1,548.65           42157         \$1,348.65         41,52015         \$0.00         \$1,548.65           42194         \$1,501.24         422/2015         \$0.00         \$1,501.24           42225         \$2,512.60         429/2015         \$0.00         \$2,512.60           410P Ortio         \$2,604.40         \$2,604.40         \$2,604.40	42124 \$521.48 448/2015 \$0.00 \$1,027.16 42127 \$1,348.65 4415/2015 \$0.00 \$1,548.65 42157 \$1,348.65 4415/2015 \$0.00 \$1,548.65 42154 \$1,501.24 422/2015 \$0.00 \$1,501.24 42225 \$2,512.60 429/2015 \$0.00 \$2,312.60 \$1,501.24 \$2,512.60 \$2,512.60 \$2,312.60 \$2,512.60 \$2,512.60 \$2,512.60 \$2,512.60 \$2,512.60 \$2,512.60 \$2,512.60 \$2,512.60 \$2,512.60 \$2,512.60			3/30/2015	\$0.00	5790.13	
42128         \$1,027.16         \$1,027.16           42157         \$1,348.65         418/2015         \$0.00         \$1,548.65           42194         \$1,301.24         4/20/2015         \$0.00         \$1,501.24         \$1,501.24           42225         \$2,512.60         \$2,512.60         \$2,512.60         \$1,501.31         \$10,07.01           1 OP Orthu           41999         \$2,604.40         \$1,102.015         \$0.00         \$2,604.40	42128 \$1,027.16 4/8/2015 \$0.00 \$1,548.65 42157 \$1,548.65 4/15/2015 \$0.00 \$1,548.65 42194 \$1,501.24 4/20/2015 \$0.00 \$1,501.24 42225 \$2,512.60 4/29/2015 \$0.00 \$2,5312.60  82,512.60 4/29/2015 \$0.00 \$2,5312.60  82,512.60 \$2,512.60 \$2,5312.60  82,512.60 \$2,512.60 \$2,5312.60  82,512.60 \$2,5312.60 \$2,5312.60  82,512.60 \$2,512.60 \$2,5312.60  82,512.60 \$2,5312.60 \$2,5312.60  82,512.60 \$2,5312.60 \$2,5312.60  82,512.60 \$2,5312.60 \$2,5312.60  82,512.60 \$2,5312.60 \$2,5312.60			444/20115	\$0.00	\$521.48	
42157 \$1,348.65 4/15/2015 \$0.00 \$1,348.65 4/15/2015 \$0.00 \$1,301.24 4/22/2015 \$0.00 \$1,301.24 4/22/2015 \$0.00 \$1,301.24 4/22/2015 \$0.00 \$2,312.60 \$1301.24 \$1,301.24 \$1,301.24 \$1,301.24 \$1,301.24 \$1,301.24 \$1,301.24 \$1,301.2013 \$0.00 \$1,301.2013 \$0.00 \$1,301.2013 \$0.00 \$1,300.24 \$1,300.40 \$1,300.	42157 \$1,348.65 4/15/2015 \$0.00 \$1,348.65 4/15/2015 \$0.00 \$1,348.65 4/20/2015 \$0.00 \$1,301.24 4/20/2015 \$0.00 \$1,301.24 4/20/2015 \$0.00 \$2,312.60 \$1,301.24 4/20/2015 \$0.00 \$2,312.60 \$1,301.24 \$1,3				\$0.00	81,027,16	
42194 \$1,501.24 472/2015 \$0.00 \$1,501.24 422/2015 \$0.00 \$2.312.60 429/2015 \$0.00 \$2.312.60 \$31,501.34 \$\$1,501.24 \$\$1,501.24 \$\$1,501.2013 \$0.00 \$2.312.60 \$31,501.2013 \$0.00 \$31,001.2013	42194 \$1,501.24 4/22/2013 \$0.00 \$1,501.24 42225 \$2,512.60 4/29/2013 \$0.00 \$2,512.60  42225 \$2,512.60 4/29/2013 \$0.00 \$2,512.60  40.00 forting an analysis and analysis analysis and analysis analysis and analysis analysis and analysis and analysis and analysis and analysis and an			4/15/2015	\$0.00	\$1,548,65	
42225 \$2,512,60 4/29/2015 \$0.00 \$2,512,60 \$1,000 \$2,512,60 \$1,000	42225 \$2,512.60 4/29/2015 \$0.00 \$2,512.60  White the second secon				\$0.00	\$1,501,24	
S10,157,15	1 OP Ortho				\$0.00	\$2,312.60	
41999 \$2,40M,400 3M11/2015 \$0.000	A DOUG	nanuci OP O	rthu				
	41999 AL, MARINE 311 H. H. L. M. DO. DO. DO.	;			\$0.00	\$2,604.40	

Control of the Condition of the Conditio	83,076,44	\$2,734.62	\$1,741.69	\$9,147.96 \$7,162.10 \$2,799.74 \$3,452.97 \$34,50.2.77 \$0.00		\$1,709.14	81,953,30	\$1,790.53	\$2,3   1,4	\$488.15	\$1,355.64	\$2,604.40	\$2,102.06	\$2,143.96	\$2,505.74	81,633.30	\$2,343.96	\$2,377.08 \$5,426.41 S0.00		\$3,327.68	83,595,20	81,07.53	\$5,782.07 \$0.00		\$2,810.68	82,071,39		
	86.06	\$0.06	\$0.00			8008	80.08	80.00	\$0.00	80.08	80.00	S0.00	80.08	\$0.00	\$0.08	\$0.00	\$6.00			S0.08	80.08	80.08			80.08	SOCIA		
	3/36/3615	4/8/2015	430/2015			810722	DELEGENS, SOM	1118/2015	2/11/2015 50.00	2/19/2015	37272615	372572015	3/3/2/2/3/5 50.00	408/2015	40.7720.8 80.00	40202015 80.00	4707015 50.00	34.5		12/24/2018	4/22/2015	4/29/2015			4/22/2015 \$0.00	4/29/2015		
	\$3,876,44	\$2,734.62	\$1,741.89		Sociali	\$1,709.14	\$1,953,30	\$1,790.53	52,341,41	\$488.33	\$1,855.64	\$2,604,40	\$2,702.86	\$2,343.96	\$2,808,74	\$1,953.30	\$2,343,96	6 11711	nater	\$2,327.68	84,595,30	81,497,53			\$2,810.68	ST 971.39		
	43114	42128	42249		Good Sam Rehab Associate	41718	\$1755	41788	41874	11831	*1973	13063	42113	42130	42180	42193	42241		Mt Hond Medical Center	41666	42196	42336			42197	42233		
	2/28/201	3/8/2015	3/31/2011		Good Sar	12/8/201	12/12/20	12/19/20	1712/201	1/20/201	1/31/201	3/23/201	3728/2011	3/8/2015	3/18/201	3723/2011	3,53,7203		Mt Hand	11/2/20	3/23/201	3/36/201		Prisaary	3723/201	3736/201		

### ##################################		83.672.89	\$1,752,83	\$1,732,500	81,788.00	\$876.00	\$3,432.00	\$1,380,000	\$1,968,00	\$3,634.00	\$1,800.00	\$1,276.00	\$1,296.03	\$1,668.00	\$2,676.60	\$2,083.52 \$2,734.62		\$85E.30	\$1.041.76	\$1,041.76	81,041.76	85,041,76	\$2,995.07 \$1,432.42 \$0.00		\$1,432.42	\$781.32	
			81,752.00	81,752.00	81,788.00	\$876.00	\$3,432.80	\$1,800.00	\$1,968.00	\$3,624.00	\$1,800.00	\$1,776.00	\$1,296.00	\$1,668.00	\$2,676.00			\$651.30	\$1,041.70	\$1,041.76	\$1,041.76	81,041.76			\$1,432.42	\$781.32	
		212712015 SO.00	37272015 \$0.00	322015 80.00	3/15/2015 50.00	3/20/2015 Sh.00	325/2015 80.00	3/30/2015 Sn 00	3/30/2015 S0.00	47872015 S0.000	4/15/2015 Such	4116/2015 Shine	4022015 Still	4/24/2015 \$0.00	402002015 SA.00			302013 \$0.00	323/2015 \$0.00	3302015 80.00	4/8/2015 \$0.00	40552015 Suin			3/11/2015 \$80.00	4AZ013 S0.00	
		\$3,072,00	\$1,752,00 3720	\$1,752.00 322	\$1,788,000 3715	37.6.00	\$3,472,00 3725	\$1,800,000 3,300	\$1,968.00 3/30	\$3,624,00 4787	\$1,800,00 4/15	\$1,776.80 4/10	\$1,296.00 4/21	\$1,668.00 4/24	\$2,676,00 4733			3651.10	\$1,041.76 3/23	31,041,76 37,30	\$1,041.76 4/8/	\$1,041.76		uuuy	\$1,432,42	S781.32 4MI	
		41943	41978 8	41963	12021	13041	42065	42103	42116	42132	42159	42173 S	42168 \$	42214 S.	42228 S.		,	41979	42066	43104	42133	42368 \$		City	42003	42134	
	Primary	1728/2011	1/31/201	1/31/201	2/13/201	2718/201	2723/201	2/28/201	2/28/201	3,89/2015	37,6/201	3713/201	3723/201	3725/201	3330201		Primary	1731/201	3/23/201	102827	3,972045	3/16/201		Oregon City	2/9/2015	3/9/2015	800000000000000000000000000000000000000

		85,738,19 Stu							\$72,80 \$0.00			\$1,000.21 \$0.00		8423.22 \$0.00	,		8631.19 \$0.00			(\$139.22) (\$130.23) \$0.00		(\$130.22)	82,488.61 \$3.00				
		\$1,318.40		0F01618					\$72.80		872.00									(\$130		38(18)	\$1,847.58		\$1,204.59	\$642.99	
\$1,139,43	81,074,32	\$3,847.79			81,296.00	\$1,728,00	\$368.50	\$455,20				\$1,609.21	36 0300 33	8433.22		\$423.22	\$651.10		\$651.10	100			8561.03				
38.90	28.38			30.00	\$0.00	00.08	\$0.00	38.80			\$6.00		20 00			20:00			20.00			\$0.00			\$0.00	30.00	
4/15/2015	4/22/2015			3/22/2015	4/3/2015	4/14/2015	4/23/2015	5/1/2015			33302015 \$6.00		4842085 8888			4/30/2013			4/24/2015 \$0.00			11719/201			3/29/2015 \$0.00	3/29/2015	
\$5,139,43	\$1,074.32	20		\$1,910.40	\$1,296.00	\$1,728.00	\$368.59	\$455.20		and Re	\$72.00	7.7.4.8	\$ 64.0300 24			\$423.22		****	8651.10	1		(\$136,22)			\$1,204.59	8642.99	
42161 \$1,139,43	42199			41987	42052	423.1%	42135	42334		Park Royal Health and Re	42118		43163		Green Valley Rehab	42242		ZOASSON:	42215	343	ound	41507			43004	420%2	
3/16/201	3733/201		Primary	27572015	2719/201	2728/201	3/9/2013	3/17/201		Park Roy.	27287201		273.67203		эгсен Уп	3/34/201		West Vancourer	3/25/201		Battle Ground	10/20/20		Primary	1021212	2227201	

	\$1,777.49 \$1.00		\$8,777.49	\$7,648.31 \$17,727.61 \$0.00		54,276.46	\$2,771.85					\$3.207.46	\$359.75	NI,561.30	81,61641					\$3,300.07 \$0.00		83,300,07	8351.31 \$0.00		\$351.31	
\$561.03				\$10,679,30				96'988'28	82,861,38	\$2,127,73	\$2,853.24	\$5,369.88				\$1,502.47	\$1,518,74	\$1,119.92	\$1,168.75							
\$6.00			SELON			26.00	\$6.00	30,00	30.00	\$0.00	\$6,00		\$0.00	\$0.00	\$6.00	\$6.00	\$0.00	\$0.00	\$6.00			80.08			\$0.00	
\$100/5/5			3/25/2015 \$0.00			3/25/2015	3/30/2015	4/8/2015	4/16/2015	423/2015	4/30/2015		X12/2015 \$0.00	V29/2015	3/30/2015	4/8/2015	4117/2015	4/22/2015	40392015			3/30/2015 SO.00			20070071	
\$561.03			\$1,777.49	100		\$4,276,46	\$2,771.85	\$2,836.96	\$2,861.38	\$2,127,72	\$2,833,24		\$359,75	\$1,531.30	\$1,616.41	\$1,502.47	\$1,518.74	\$1,119.92	\$1,168.75			53,369,07			\$351.31	
42122		333	42671		33	42072	4210%	42136	42175	42209	42243	å Ö	42055	42083	42107	42137	42181	42208	42229			42168	37		41845	
3/5/20/4/5		South Salem	2/23/201		West Salens	27237201	2738/201	3/9/2015	34177201	37247201	3/31/201	Wendburn OP	2728/261	22277301	2/28/101	339/2/615	3718/2011	3723/201	3/38/281		Primary	2728/201		Primary	12/31/20	

onervente mireki invante pandamirakada sinaren 1830 atau orasa basi ereditakinda	\$6.215.40 Sept. Se	Good Simaritan Bealth Cz	18 82,273.70 3AB2015 88.00 82,273.70 82,273.70	74 S2,273,70 342570015 S0,000 S2,273,70 S2,273,70	99 \$2,288,80 3J302015 \$0.00 S2,288,00 S2,288,00	18 52,288,00 4/8/2015 50,00 52,285,00	33 \$1.987.70 441.972015 \$0.00 \$1,987.70	31 \$2,288.00 4/12/2015 \$2.00 52,288.00	10 \$2,225.12 402972015 \$0.00 \$2,325.12	\$2,633.66 \$5,223.13		84 82,516.25 3/29/2015 80.00 82,516.25	10 \$2,706.88 3/30/2015 \$0.00 \$2,706.88	12 82,299 Kn 4/22/2015 50.00 S2,299 60	14 \$334.06 4/30/2015 \$0,00 \$334.06	\$2,842.32 \$0.00	cater Cater	31 \$2,842,32 47,92015 \$11.00 \$2,842,32	28.53 SA 18.53 SA 18.	12	15 897.67 4/30/2015 80:00 897.67	25 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	23 \$816.59 \$715/2015 \$0.00	16 \$472,05 3418/2015 \$6.00 S417.05	43 81,399.87 VIRIZO15 80.R0 S1,399.87	
		culth Ca	\$2,273,70	01,273,70	\$2,288,00	\$2,288,00	\$1.987.70	\$2,288,00	\$2,325.12			\$2,516.25	\$2,706.88	\$2,299,60	\$334.0%	10.331.031.031.03	ž.	\$2,842,32	Center	\$520.88	297.63	an an	\$816.59	\$472.05	\$1,399.87	
		umaritun B	42035	42074	42109	42138	42163	42261	42238		که	42084	42110	42302	42344		Sharon Care Center	42231	Pisot Butte Rethats Center	42232	42245	Regency at Gresham	42023	42036	42043	
		Good &	102917	323201	2/28/201	3/9/2/015	3716/201	30230201	37397201		Primacy	37377301	2/28/201	3/23/201	3/31/28		Sharon	3730/201	Pifot Bg	3/39/201	3/31/201	Regence	2/13/201	2/16/201	20180201	

										\$1,437.25		\$1,874.32			\$138.33			\$325.38		\$1,302.20		
																					2	
\$321.60	\$1.917.74	\$408.29	\$1,076.41	\$1,163.02	\$1,719.78	\$742,33	\$3,500.00	\$1,422.84	\$2,490,45	\$1,437.25	81,437.28	\$1.074.33	\$585.99	\$488.33	\$320,23	\$383.60	\$137,63	<b>38325.55</b>	833258	81,362,26		Si maani
80.00	30.00	80,08	20,000	80.00	sum:	SOR	\$40.60	\$4.60	\$0.00					\$0.08		es (se)	36.00		28.00			80.00
321/2015 \$0.00	3038003	3/29/2015	3/29/2015	3/38/38/15	4/8/2/315	4/15/20115	4/19/2018	4/22/2015	4/29/2018		429/2015 80.00		4242015 50.00	4/29/2015		47572015	40872015		4/13/2015			41372015
\$321,69	\$1,917,74	S408.29	31,076.41	\$1,163,02	\$1,719,78	\$742.35	\$3,500,00	\$1,422.84	\$2,490,46		\$1,437.25		\$585.99	\$488.33		\$182.60	\$137.63	7	\$325.55		The Portland Choic South	\$1,302.20
		43085	42003	42111	42139	42164	42184	42203	42233	Regency at Hermiston	42234	SPOS New casale	42216	42233		42126	42146		42367		Time:	42211

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	The Portland Chuic Tigard	2 \$1,285.92		H11/201 41248 S2T3.67 4/36/2		Medical Lake PT	2/23/261 42057 \$2,099,80 3/25/2	2127/2011 42088 \$2,085.52 3129/2	42186 51,839,36 4722/2	42217 \$1,757.97 40.902		Spokane Valley	7 \$1,041.76	3862015 42127 \$1,041,76 45120	3/16/201 42/78 51,941.76 4/19/2	Report Tatak:
		423/2015 3000		4362015 S0.00			3/25/2015 50:00	3/29/2015 50.00	472/2015 \$0.00	4/29/2015 \$0.00			313973015 80.00	4/5/2015 50.00	40.5/2015 50.00	
\$1,285.92		\$1,285.92	\$273.67	\$273.67	\$3,597,33				\$1,839.36	\$1,757.97	\$2,083.52			\$1,041,76	81,041.76	186548,40
					\$4,183,32		\$2,099,80	\$2,083,52			\$1.041.76		\$1,041.76			102825.92 6623.03
																5452.97
																2197.46
\$1.285.91 SOON			8273.67 80.00		\$7,788.63 S0.00						83,125,28 S0.00					303647.78

# SCHEDULE 1(b)(iv)

# PROPERTY AND EQUIPMENT

ASSET DEPRECIATION SHORT REPORT P.T. On Call, PS - Dec. 31, 2013 Assets: 50 of 52 frejuled include:

Sories by: Asset ACS Nation: PEDERAL - Dis Compagned

Outo Aso	Cleanistian	\$605X336	Ç1000	Section 175	Door Rank	Sug Albaya	Gun gage	Snst Arting
	63 - Geprie richtenent							
***************************************	in the second			4.75	100			1.1
0,00,00000	Avaya ghana ayakin	884200 ( 8	6.3535.85	\$236.53	0.00	42.002.25	6.03	2,326,4
8115/5003	Agens working	MA20015	2,081.25	3,021.26	0.30	2,081,20	6.05	3,691,3
903933903	жиоўя філаю оукіяня	MA300 F8	4,009.94	3,893,69	0.00	4,000,94	8.89	4,590.0
2023/3904	Start work securior	MV30019	3,000,01	2,523,07	9,383	2,000,07	8.98	\$ 622.0
ms8/3004	Cal portal station	WA22013	12.20	1,119,01	8,86	1,118.01	6.03	1,119,0
617/3006	Parent serve	S6A2000 7 S	323.33	283.53	6.66	353,23	0.03	2323
THOUSEN	glecore, tron	849,3008,335	1,458,30	1.480.30	5.06	3,403,32	8.63	1,483.3
8888888	PS toledio	84.800 7 S	327,88	227.98	2.06	327.48	8,38	237,8
815825002	Houdowte	8548000 7.5	1,024.30	1,034,30	2.99	1,024,30	83.3	1,084,5
65,15682	Security system	MAX0023%	7,016.86	7,016.68	2.20	3,616.86	85.6	2.013.8
2/3/5/2005	Compuler	MAZCO / 6	835.00	835,00	3.00	838-00	60.50	835.0
8/10/2006	(2) Monitors/Matting	MA200 / 6	399.98	393.58	0.00	299.96	0.00	395,0
W12/2000	Logisty - 8800'y	#10000M	1,552.35	1,552,33	8.08	1,552.32	2.00	5,832,3
1/18/2003	Now server	MA20076	3,520,97	3,576.67	8,88	2,570,57	9.33	3,870.0
6/00/2007	Sold warkestation - Make	86ASSG / S	1,231,00	1,391.68	85.5	1,251,80	8.83	3,393.6
6/5S/2007	Cord club mornion body	MA200 / S	272.80	873.28	5.56	872.80	0.00	933.8
V28/3007	१५५ क्रम्पूर्ण क्रायक	S0220075	1,280,30	1.289.25	0.08	1,250,33	0,0	1.230.3
1/16/2009	Ded workstation-Courtsey	MA200 / S	884.48	564.45	2.00	894.48	8.63	984.4
1/2/2/2008	Picrosy Blowes paralogo mater	MA20078	3,655.60	2,088,89	2.23	9,056,30	0.03	2.0883
1/20/2000	Teoretras	88420075	8,3887.23	R 387.37	8.86	8.393.33	8.53	8,307.3
8/08/2609	Copier	NAKOUO FS	1,563-96	1,805,69	0.00	1,589,96	8.83	1,8953
7/68/2020	Date legitor	24.42027.8	2,389.56	5,08848	6.00	2,080,09	800	
608/2010	Epison sousie	86500075	1,372,93		8.85		933	5,0564
62853013		WV59318		1,372.58		1,382.35		3,372.3
	gases constitues.		688.74	886.24	U.UR	288.2%	វណ្ឌ	698.5
1/20/2013	Yelephone headset	KO22078	287.87	387.87	8.68	367.67	9.00	357.5
0/03/30/12	Victoria server	88A290/S	4,069,48	4,863.48	5.58	4 983 48	8,83	4,683.
0/28/3013	Kisin soroso	838200	2,724.62	2,724,25	9.56	3,327.43	8.03	2,724,8
108/3915 A	Dod computer	88820078	1,057.07	1,087,07	9.66	0.00	1,007,07	0.087.0
MOTORIS &	Dode's mordox	84880018	879.38	874,96				974.8
colores saparer	Demog Combarners ( 19 moser (		81.667.02	81,887.03	8.80	59,834,98		2.286.12
NAME & BOOK 520	ok edptymare							
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1/02/2003	Necesia.	W27.1.2	3,861.00	2,851.62	\$ 657	2,5553.00	3.33	3.605.5
1003004	Westelli sovelsposess	MSC 4 S	2,107.30					
				2,107.63	3.5%	2,133.50	8.00	3,107.5
	men sob neminkules	89/25013	35,305,36	18,306.26	8,69	19.308.30	2.02	2,107,5 13,395,2
88458906	Antivous software	8948984.3 8948864.3	19,305,26 330,22	18,306.26 836.28	8,69 8,80	19.305.26 930.37	9.00 9.00	2,107.5 19,305.2 830.2
64472006 54472007	Antivirus software TVI implomoniation	18/250/3 18/250/3 18/250/3	19,305.36 839.32 18,417.50	18,306,26 836,23 18,447,50	8,69 8,86 6,66	19.308,26 939,27 19,447.60	9.00 9.00 9.00	2,107.5 13,395.2 830.2 15,647.5
6/64/2006 8/64/2007 4/62/2007	Antivous software	8948984.3 8948864.3	19,305,26 330,22	18,306.26 836.28	8,69 8,80	19.305.26 930.37	9.00 9.00	2,107.5 13,395.2 830.2 15,647.5
6442006 84622007 44622007 840772007	Antivirus software TVI implomoniation	18/250/3 18/250/3 18/250/3	19,305.36 839.32 18,417.50	18,306,26 836,23 18,447,50	8,69 8,86 6,66	19.308,26 939,27 19,447.60	9.00 9.00 9.00	2,107.5 19,305.2 630.2 15,447.5 16,172.7
6-04/2506 15-06/2507 16-05/2507 16-05/2507	Anti-virus collusiva TRI Implementation TRI collusiva	19725073 19725073 19725073 19735073	19,300,30 030,33 10,447,50 19,133,71	18,306.26 836.23 18,447.50 16,123.71	8,69 8,80 6,69 8,69	19.308.30 930.33 10,447.50 10,130.71	200 200 200 200 200	2,197.5 13,395.2 609.2 15,647.5 10,123.7 1,303.2
6.042506 6.042507 6.032507 6.0372007 84162207	Antivibus continue TOV Implementation TOV Implementation TOV Implementation TOV Implementation	6425013 6425013 6425013 6425013 6425013 6425013	19,309,30 939,33 19,447,50 19,739,71 1,395,00	18,306,28 8,36,23 18,447,50 16,123,71 1,331,26 1,335,00	6,69 6,80 6,60 8,60 8,60 2,60	19,105,36 430,33 10,447,50 18,135,71 1,201,35 1,396,60	100 200 200 200 200 200 200	2,107.5 13,365.2 636.2 15,447.9 16,123.7 1,361.2 (266.0
6:642906 5:642967 4:622907 5:472007 5:16:2007 6:18:7200	Anti-virus colturare TW implementation TW colturare TW implementation	MASSO / 3 MASSO / 3 MASSO / 3 MASSO / 3 MASSO / 3	19,305,26 939,33 15,447,56 19,133,71 1,395,40 1,395,40 27,395,64	18,306.26 836.23 18,447.50 16,128.71 1,331.26 1,335.00 37,936.84	6,09 6,60 6,60 6,60 6,60 2,60 2,60	19.305.26 430.33 10,443.50 18.535.71 1,201.35 1,306.60 37.326.53	200 240 240 240 240 240 240 250	2,107.8 19,305.2 636.2 15,447.5 16,122.7 1,301.0 1,285.5 37,365.8
6/61/25/06 5/6/2/26/7 6/6/2/26/7 5/6/2/26/7 6/16/20/7 6/16/20/7	Antivitus authorie TRY Implementation TRY implementation TRY implementation TRY implementation TRY implementation Try the statement author Try the	MASSO / 2 MASSO / 3 MASSO / 3 MASSO / 3 MASSO / 3 MASSO / 3 MASSO / 3 MASSO / 3	10,000,00 030,00 10,447,00 10,707,71 1,291,00 1,306,00 27,306,64 11,891,05	18,306.26 836.23 18,447.50 16,128.71 1,331.26 1,335.00 37,536.84 8,60	6,09 6,60 6,60 9,60 8,60 2,00 9,60 11,601,26	19.305.26 420.32 10,440.50 18.335.71 1,201.26 1,306.00 27,306.54 11.881.25	200 201 201 201 201 201 201 203 203	2,107.5 19,305.2 636.5 15,447.5 16,123.7 1,301.3 1,365.5 11,861.5
6/01/2006 5/6/2007 6/07/2007 6/07/2007 6/16/2007 6/16/2008 1/07/2011	Application and Application TVV Implication (Application) TVV Implication (Application) TVV Implication (Application) Type (App	MASSO / 3 MASSO / 3	15,305.35 539.33 15,417.56 18,733.71 1,305.60 17,305.60 17,305.64 11,891.25 740.76	18,305,26 8,26,25 18,447,69 16,123,71 1,321,26 1,325,09 27,535,84 8,60 745,75	5,05 6,60 6,60 5,00 5,00 5,00 2,00 11,007,26	120,26 120,27 15,46,56 16,120,71 1,281,26 27,265,46 11,881,25 740,15	200 200 200 200 200 200 200 200 200	2,107.8 19,905.3 636.5 15,447.9 16,173.7 1,301.3 27,865.8 11,861.3 243.7
601/2006 550/2007 603/2007 507/2007 6116/2007 6116/2008 1107/2011 207/2012 036/2012	Antivitate antivarie TPV Implementation TPV Implementation TPV Implementation TPV Implementation Tempholishis Vesticate Vesticate Vesticate Vesticate Vesticate	\$4,000,73 \$4,000,73 \$4,000,73 \$4,000,73 \$4,000,73 \$4,000,73 \$4,000,73 \$4,000,73 \$4,000,73	18 300 30 030 33 16 447 50 18 703 71 1 201 33 1 305 00 27 305 51 1 307 25 1 209 25	18,30%,26 8,30%,25 18,447,50 16,122,71 1,231,26 1,336,00 37,533,64 8,60 24%,75 1,346,83	6,05 6,60 9,60 9,60 9,60 9,60 9,60 9,60 9,60	16.305.36 160.37 10.467.50 10.12071 1.207.30 1.305.60 37.305.54 11.891.35 766.15 1.318.95	200 200 200 200 200 200 200 200 200 200	2,107.5 13,305.3 630.3 (5,407.3 (6,173.3 (2,305.3 (2,305.3 (1,306.3 (2,246.6 (2,246.6
6442006 54622607 64526007 6462607 6462607 6462607 6462608 16072011 2472012 6462012	Application and Application The Institute and Application The Endounce of the Application The Institute and Application The Institute and Application Tempositoris Tempositoris Week Schröder Week Schröder Week Schröder Week Schröder Week Schröder	\$4628073 \$4628073 \$4628073 \$4628073 \$4628073 \$4628073 \$4628073 \$4628073 \$4628073 \$4628073	18,300,33 18,413,50 18,413,71 1,301,33 1,305,60 17,335,54 11,811,35 703,16 1,219,83 1,219,83	18,30%,26 8,30%,25 18,497,50 16,128,71 1,201,26 1,326,00 37,505,84 8,00 245,75 1,216,83 1,742,60	\$.00 8.00 6.00 8.00 8.00 8.00 8.00 8.00 6.00 6	18.20.36 18.20.27 19.40.50 19.20.77 1,201.50 13.20.60 27.20.54 11.891.25 740.15 1.219.85 8.00	200 200 200 200 200 200 200 200 200 200	2,107.5 (3,505.3 (5,677.5 (5,772.7 (5,772.7 (3,773.5 (3,7
6642966 5522867 4623907 50372067 9462396 4632301 50332311 50332313 50352313 5152313 5452313 5452313	Anishmis andharan TVV Implanterialian TVV Implanterialian TVV Implanterialian TVV Implanterialian Tempiliaria Valutate Valutate Valutate Valutate Valutate Valutate Valutate Valutate Valutate Valutate Valutate Valutate	84-920 / 2 84-920 / 3 84-920 / 3	19,300,30 20,323 20,447,30 18,723,71 1,291,23 1,395,00 27,385,84 11,891,25 1,299,85 1,743,50 1,743,50	18,30% 28 8,260,33 18,447,53 18,123,71 1,231,26 1,335,00 37,535,64 8,60 245,75 1,316,73 1,342,65 1,325,63	6.05 6.02 5.02 5.02 6.03 6.03 6.03 6.03 6.03 6.03 6.03	10,20,26 10,161,56 10,152,71 1,201,26 1,306,00 27,206,34 11,881,35 740,75 1,318,95 6,00 8,00	9.00 9.00 9.00 9.00 9.00 9.00 9.00 1.742.20 127.30	2,107.8 18,395.3 65.0.2 15,447.3 15,247.3 1,243.5 11,891.2 14,512.6 1,248.6 1,248.6 1,248.6
664/2006 564/2007 645/2007 946/2007 946/2007 876/2006 167/2013 277/2013 277/2013 2715/2013 2715/2013 A	Application and before TVM instance (TVM instance) TVM instance (TVM inspance) TVM inspance of above (TVM inspance) TVM inspance of above (TVM inspance) Tvm profit (TVM inspa	Response Res	19,300,33 339,33 18,447,50 19,735,71 1,391,33 1,395,00 17,390,64 11,391,35 793,76 13,79,83 13,78,50 137,50 137,50 137,50	18,30% 28 8,30%,32 18,447,50 18,122,71 1,231,26 1,325,20 27,505,84 8,00 245,35 1,342,85 1,342,85 1,342,85 1,242,85 1,242,85	6.09 6.00 6.00 6.00 6.00 6.00 6.00 6.00	16 128 36 18 128 19 15 140 36 18 128 19 1 201 38 1 308 36 1 48 135 740 19 1 318 98 1 218 98 1 206 1 206	200 200 200 200 200 200 200 200 200 200	2,107.8 13,595.3 63,673.3 15,673.3 15,673.3 2,763.3 2,763.3 1,763.3 1,216.6 1,216.6 1,216.6 1,216.6
664/2006 562/2017 567/2017 567/2017 946/2007 846/2011 247/2012 247/20	Application and Application TWI Insplication (1904 Explication) TWI Insplication and Color (1904 Explication) TWI Insplication and Color (1904 Explication) TempStocks Website	RASSO (2 RASSO (3 RASSO (3	19,300,30 20,32 22,447,50 18,737,71 1,291,35 1,395,00 17,395,91 13,39,85 13,49,85 13,49,85 13,49,85 13,49,85 13,49,85 13,49,85 13,49,85 14,49 14,49 14,49 14,49 14,49 14,49 14	18,305.28 835.23 18,447.30 10,125.71 1,201.26 1,205.29 27,505.84 1,205.83 1,20	603 633 633 633 633 633 633 633 633 633	12122 1222 1242 1242 1242 1242 1326 1326 1326 1326 1326 1326 1326 132	9.00 9.00 9.00 9.00 9.00 9.00 9.00 9.00	2,107.8 13,395.3 630.2 (5,123.7 (5,123.7 (3,123.
664/2006 562/2007 567/2007 567/2007 646/20	Anish visus posturare TPS Implementation TPS Implementation TPS Implementation TPS Implementation TPS Implementation TPS Implementation TemphSorts Visits are Visits to exceeding Visits discretises	Reside (2 Reside (3) Reside (3) Reside (3) Reside (3) Reside (3) Reside (4) Reside (4) R	19,300.35 19,00.37 18,403.71 1,304.35 1,305.50 27,305.64 11,381.75 700.16 12,308.1 1,308.5 10,135 10,135 11,243.73 11,2	18,306.28 836.23 16,128.71 1,201.28 1,105.00 27,806.24 0,00 24,315 1,216.03	5.00 9.00 9.00 9.00 9.00 9.00 9.00 9.00	12.22.26 400.27 10.40.36 10.10.37 1.20.37 1.20.32 1.30.30 1.30.32 1	900 900 900 900 900 900 900 900 900 900	2,107.5 (3,995.2 (5,907.0 (5,907.0 (5,123.1 (5,007.0 (9,005.6 (1,907.0 (9,005.6 (1,907.0 (9,005.6 (1,907.0 (9,005.6 (1,907.0 (1,9
664/2006 562/2007 5647/2007 5647/2007 5467/2007 5467/2007 5477/2012 5477/2012 5477/2012 5477/2013 5477/201	Application and brains The Implication action The Implication action The Implication action The Implication action The Implication Temporaries Tempora	RASSO (2 RASSO (3 RASSO (3) RASSO (3	19,300,30 19,313,50 19,313,71 1,311,35 1,325,60 27,335,61 11,391,35 12,393,1 12,393,1 12,393,1 12,393,1 12,393,1 12,353,	18,30%;8 83,447,50 16,122,71 1,501,26 1,126,00 37,500,84 1,26,00 1,26,	600 8000 8000 8000 8000 8000 8000 8000	2,252.8 2,000	200 200 200 200 200 200 200 200 200 200	2,107.8 19,995.2 60.172.3 1,301.3 1,301.3 1,301.3 1,201.3 1,210.6 1,21
664/2806 562/2807 567/2687 567/2687 9/162/397 9/16	Anish vitals anotherine TVV Irreplational distant TVV Irreplational distant TVV Irreplational distant TVV Irreplational distant Tempolitaritis Velocities	Reside (2) Reside (3)	193003 19932 19435 19357 12350 13350 13350 13353 13353 13353 13353 13455 13455 13455 13455 13457 1355 1355 1355 1355 1355 1355 1355 13	18,30%,8 836,12 18,447,50 16,128,71 1,231,26 1,235,20 24,57,5 1,246,35 1,24	608 600 600 600 600 600 600 600 600 600	12.22.2 12.27.2 12.47.36 12.17.2 1.28.36 1.	900 900 900 900 900 900 900 900 900 900	2,107.6 19,905.2 60,123.3 10,123.3 12,805.3 12,8
5642506 5622507 56372037 56372037 56372037 9152307 9152307 9152303 915230 915	Application and before TVM instruments and the software TVM insplication of TVM inspli	RASSO (2 RASSO (3 RASSO (3) RASSO (3	19,300 35 19,447 36 19,447 36 19,447 36 1,305,60 17,305,60 17,305,61 11,301,35 12,43,73 12,43	18,30%;8 18,447.50 18,128.71 1,301.28 1,305.84 1,005.85 1	\$69 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50	18.102.26 19.407.56 18.102.71 1.306.00 17.206.34 17.807.25 17.807.	100 100 100 100 100 100 100 100 100 100	2,107.8 2,505.2 3,505.2 3,507.8 3,107.2 3,505.8 1,505.8 1,216.
507/2006 507/2007 507/2007 507/2007 507/2007 91/5/2007 9	Anish vitals anotherine TVV Irreplational distant TVV Irreplational distant TVV Irreplational distant TVV Irreplational distant Tempolitaritis Velocities	Reside (2) Reside (3)	193003 19932 19435 19357 12350 13350 13350 13353 13353 13353 13353 13455 13455 13455 13455 13457 1355 1355 1355 1355 1355 1355 1355 13	18,30%,8 836,12 18,447,50 16,128,71 1,231,26 1,235,20 24,57,5 1,246,35 1,24	608 600 600 600 600 600 600 600 600 600	12.22.2 12.27.2 12.47.36 12.17.2 1.28.36 1.	900 900 900 900 900 900 900 900 900 900	2,107.8 2,505.3 3,567.8 3,172.3 3,765.8 3,765.8 1,276.
664/2006 1662/2007 1662/2007 5647/2007 5	Application and before TVM instruments and the software TVM insplication of TVM inspli	Reside (2) Reside (3)	19,300 35 19,447 36 19,447 36 19,447 36 1,305,60 17,305,60 17,305,61 11,301,35 12,43,73 12,43	18,30%;8 18,447.50 18,128.71 1,301.28 1,305.84 1,005.85 1	\$69 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50	18.102.26 19.407.56 18.102.71 1.306.00 17.206.34 17.807.25 17.807.	100 100 100 100 100 100 100 100 100 100	2,107.8 2,505.2 3,505.2 3,507.8 3,107.2 3,505.8 1,505.8 1,216.
CONDOC STOCKED SOTTERNO SOTTER	Application and before TVM instrumentation TVM instrumentation TVM instrumentation TVM insplacementation TVM insplacementation TVM insplacementation Temphiscohia Vederatelle	RASSO / 2 RASSO / 3 RASSO	19,300 35 19,407 36 19,307 71 1,301,30 1,305,50 27,305,61 11,307,35 10,105 17,305,60 1	18/30%:8 18/47/50 18/17/50 18/	509 509 509 509 500 500 500 500 500 500	15.102.56 10.407.56 10.102.75 13.06.00 27.206.00 27.206.00 27.206.00 13.807.35 13.807.	100 100 100 100 100 100 100 100 100 100	2,107.8 2,305.3 200.5 3,607.8 1,201.3 1,201.3 1,201.3 1,201.5
0642006 5642800 5642800 5642800 5642800 6462807 646	Application and present action The implementation The implementation The implementation The implementation Temporaria Tem	RASSO / 2 RASSO / 3 RASSO	19,300 30 19,341 30 19,341 30 19,343 31 1,305,00 17,365,41 11,381,45 10,145,45 10,145,45 10,145,45 10,145,45 11,54 1	18,300,28 18,447,50 18,125,71 1,301,26 1,302,56 1,303,56	509 500 500 500 500 500 500 600 600 500 500	6.18.26 18.25 19.47.56 18.18.76 1.207.56 1.306.00 17.26.58 1.881.25 14.21.25	100 100 100 100 100 100 100 100 100 100	2,07.8 2,352 3,567 3,567 3,567 2,762 2,763 1,763
100412006 10042007 10042007 10042007 10042007 10162	Application and the contract of the contract o	RASSO / 2 RASSO / 3 RASSO	1930030 199032 1949730 1930500 130500 1730504 1130913 174506 17730 174506 17730 174506 17730 174506 17730 174506 17730 174506 17730 174506 17730 174506 17730 174506 17730 174506 17730 174506 17730 174506 1	18,305,18 18,447,50 18,125,71 1,301,36 1,302,36 18,105,524 18,105 27,855,24 18,105 18,	\$69 \$20 \$20 \$20 \$20 \$20 \$20 \$1,87,28 \$20 \$20 \$20 \$20 \$20 \$20 \$20 \$20 \$20 \$20	15.102.26 10.102.25 10.102.25 10.102.25 10.202.25	100 100 100 100 100 100 100 100 100 100	2,107.6 29.85.2 20.22.2 1,201.
1900 4854 12 19012011 19012011 19016 1280	Application and the contract of the contract o	RASSO / 2 RASSO / 3 RASSO	19,300 30 19,341 30 19,341 30 19,343 31 1,305,00 17,365,41 11,381,45 10,145,45 10,145,45 10,145,45 10,145,45 11,54 1	18,300,28 18,447,50 18,125,71 1,301,26 1,302,56 1,303,56	509 500 500 500 500 500 500 600 600 500 500	6.18.26 18.25 19.47.56 18.18.76 1.207.56 1.306.00 17.26.58 1.881.25 14.21.25	100 100 100 100 100 100 100 100 100 100	2,107,8 23,053,2 3,647,2,7 1,701,2 1,701,2 1,705,2 1,705,2 1,716,8 1,716,2 1,7
CONSISTE SECURIOR SEC	Application and the contract of the contract o	RASSO / 2 RASSO / 3	1930 % 19922 15447 % 19922 7547 % 19922 15447 % 19922 15447 % 19922 15447 % 19922 15447 % 19922 15447 % 19922 15447 % 19922 15447 % 19922 15447 % 19922 15447 % 19922 15447 % 19922 15447 % 19922 7547 % 19922 7547 % 19922 7547 % 19922 7547 % 19922 7547 % 19922 7547 % 19922 7547 % 199	18,305,38 18,447,50 18,125,71 1,301,38 1,302,39 20,503,44 20,503 20,503,44 20,503 20,503,44 20,503 20,503,44 20,503 20,503,44 20,503 20,503,44 20,503 20,503,44 20,503 20,503,44 20,503	608 608 600 900 900 900 900 900 900 900 900 900	13.02.26 13.02.25 13.02.25 13.02.05 13.	100 100 100 100 100 100 100 100 100 100	2, jor. 6 19, 362 2 18, 672 4 18, 172 1 18, 172 1
6542506 \$5476807 \$5476807 \$5476807 \$5476807 \$5476807 \$5476807 \$64660	Application and the contract of the contract o	RASSO / 2 RASSO / 3 RASSO	1930030 199032 1949730 1930500 130500 1730504 1130913 174506 17730 174506 17730 174506 17730 174506 17730 174506 17730 174506 17730 174506 17730 174506 17730 174506 17730 174506 17730 174506 17730 174506 1	18,305,18 18,447,50 18,125,71 1,301,36 1,302,36 18,105,524 18,105 27,855,24 18,105 18,	\$69 \$20 \$20 \$20 \$20 \$20 \$20 \$1,87,28 \$20 \$20 \$20 \$20 \$20 \$20 \$20 \$20 \$20 \$20	15.102.26 10.102.25 10.102.25 10.102.25 10.202.25	100 100 100 100 100 100 100 100 100 100	2,107.8 19.302.2 13.6

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LANDERHOLM

80\$ Broadway Street, Suite 1006 PO Box 1086 Vancouver, WA 98666

TRADEMARK

REEL: 005568 FRAME: 0919

# SCHEDULE 1(b)(vi)

# INTELLECTUAL PROPERTY AND INTANGIBLES

- 1) Business Name: P.T. On Call.
- 2) Goodwill.
- 3) Client List.



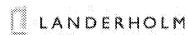
895 Broadway Street, Suite 1999 PO Box 1986 Vancouver, VVA 98666

REEL: 005568 FRAME: 0920

# SCHEDULE 1(c)

# **EXCLUDED ASSETS**

- 1. Insurance, tax and other refunds,
- 2. Business tax and corporate records for periods prior to Closing Date.
- 3. Accounts receivable of FIVE THOUSAND TWO HUNDRED TWENTY-THREE AND 41/100 DOLLARS (\$5,223.41) owed from Purchaser to Seller.



# SCHEDULE 2(a)(viii)

# ACCOUNTS PAYABLE AND ACCRUED EXPENSES



805 Broadway Street, Suite 1000 PO Box 1086 Vancouver, WA 98666

# SCHEDULE 2(b)

# ASSUMED LIABILITIES

1) Lease for 13115 NE 4th Street, Suite 100, Vancouver, Washington, 98684.

ASSET PURCHASE AGREEMENT - 21 GOUM01-000001 - 1154817\_3.doc

**RECORDED: 07/06/2015** 



PO Box 1086
Vancouver, VVA 98666

TRADEMARK

**REEL: 005568 FRAME: 0923**