

<b>STATE OF WASHINGTON</b> Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT ASSIGNMENT</b>	
	Contract No.:	00816
<b>ASSIGNOR</b> Fine Family, LLC dba Trailer Boss 7821 Martin Way East Olympia, WA 98516	Effective Date:	8/10/2023
<b>ASSIGNEE</b> BF Ventures, LLC dba Trailer Boss 7821 Martin Way East Olympia, WA 98516		

**ASSIGNMENT, ASSUMPTION, & CONSENT AGREEMENT  
FOR  
CONTRACT NO. 00816  
TRAILERS, VARIOUS SIZES**

This Assignment, Assumption, and Consent Agreement ("Agreement") for Contract No. 00816 is made and entered into by and among the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State"), Fine Family LLC, a Washington Limited Liability Company ("Assignor"), and BF Ventures, LLC, a Washington Limited Liability Company ("Assignee") and is dated and effective as of August 10, 2023 ("Effective Date").

**RECITALS**

- A. State and Assignor entered into that certain Contract No. 00816 dated effective as of January 9, 2017 which is attached hereto as Exhibit A ("Contract");
- B. Assignor desires to assign all of its rights, obligations, and liabilities under the Contract to Assignee;
- C. Assignee desires to accept and assume all of the rights, obligations, and liabilities of Assignor under the Contract; and
- D. State desires to consent to such assignment, acceptance, and assumption.

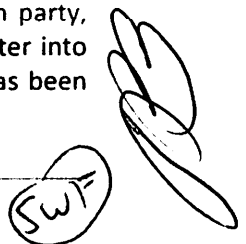
**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below:

- 1. **ASSIGNMENT OF CONTRACT.** As of the Effective Date, Assignor hereby conveys and assigns to Assignee, its successors and assigns, all of Assignor's rights, title, and interests in, to, and under the

Contract. A copy of the Contract, with all modifications and amendments thereto, if any, is attached hereto as Exhibit A and made a part hereof.

2. **ASSUMPTION OF CONTRACT.** AS of the Effective Date, Assignee hereby undertakes, accepts, and assumes the assignment of the Contract and assumes all duties and obligations of the Assignor under the Contract and covenants to perform and discharge the same as the Assignee of the Assignor.
3. **CONSENT TO ASSIGNMENT & ASSUMPTION.** State hereby consents to the foregoing assignment and assumption which is effective as of the Effective Date. Notwithstanding the foregoing, the parties hereto agree that State shall be entitled to pursue claims accruing or arising incident to the Contract on or before the Effective Date of this Agreement, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Contract from Assignor, and/or (b) insurance payments or proceeds.
4. **INSURANCE.** The State's consent to this Agreement is conditioned, in part, on Assignee's compliance with the Contract's insurance requirements. Accordingly, notwithstanding any provision to the contrary, within ten (10) calendar days, Assignee shall provide State with written confirmation that Assignee is in full compliance with all applicable insurance requirements set forth in the Contract. Assignee's failure to provide such timely written confirmation shall constitute material breach of the Contract and shall entitle State to all applicable remedies.
5. **NOTICES.** Unless otherwise notified by Assignee, any notice to be provided pursuant to the Contract shall be delivered to Assignee at the following address:  
  
Attn: BF Ventures, LLC  
James Berg  
7821 Martin Way E  
Olympia, WA 98516  
  
Email: jberg@drivesunrise.com
6. **BINDING EFFECT.** All provisions, covenants, and agreements herein shall be binding upon and inure to the benefit of, and be enforceable by or against, the parties hereto and their respective successors and assigns.
7. **THIRD-PARTY BENEFICIARY.** This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no other person has any right, benefit, priority, or interest under or because of the existence of this Agreement.
8. **INTEGRATED AGREEMENT; MODIFICATION.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. This Agreement may not be modified except in writing signed by the parties.
9. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been

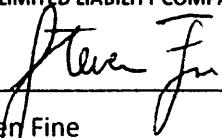
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fully authorized and approved, and that no further approvals or consents are required to bind such party.

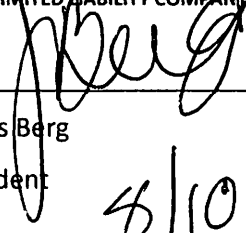
- 10. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 11. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.


ASSIGNOR  
FINE FAMILY, LLC DBA TRAILER BOSS  
A WASHINGTON LIMITED LIABILITY COMPANY

By:   
Name: Steven Fine  
Title: Owner  
Date: 8/10/2023

ASSIGNEE  
BF VENTURES, LLC DBA TRAILER BOSS  
A WASHINGTON LIMITED LIABILITY COMPANY

By:   
Name: James Berg  
Title: President  
Date: 8/10/23

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By:   
Name: Kelli Carmony  
Title: Procurement Supervisor  
Date: 9/5/2023

<b>State of Washington</b> Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	00816
Fine Family, LLC 7821 Martin Way E Olympia, WA 98516	Amendment No.:	01 – Fine Family
	Effective Date:	October 1, 2017

**FIRST AMENDMENT  
TO  
CONTRACT No. 00816  
TRAILERS**

This First Amendment (“Amendment”) to Contract No. 00816 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Fine Family, LLC., a Washington State Corporation (“Contractor”) and is effective as of October 1, 2017.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 00816 dated effective as of 01/09/2017 (“Contract”).
- B. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after October 1, 2017. Contract purchases made prior to October 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after October 1, 2017 will be subject to the VMF set forth in this amendment.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **VENDOR MANAGEMENT FEE.** Section 8.2 of the Contract is hereby amended by deleting the existing Section in its entirety and inserting the following in lieu thereof:

Section 8.2 - **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.50 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales  
invoiced (not including sales tax) x .0150.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
  - (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
  - (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
  - (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
2. CONTRACT PRICING. Exhibit B of the Contract is hereby amended by deleting the existing Section in its entirety and inserting the following in lieu thereof:

**Exhibit B**

**PRICES FOR GOODS/SERVICES**

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**Class 1: 11,999 GVWR or less**

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Mirage	MFG List Price 2016	List - 1.24%
TNT	MFG List Price 2016	List - 1.24%
Fabform	MFG List Price 2016	List - .76%
Maxey Trailers	MFG List Price 2016	List - .76%
Pace American	MFG List Price 2016	List - 1.24%

Cargo Express	MFG List Price 2016	List - 1.24%
Top Notch Trailers	MFG List Price 2016	List - .76%
Walton Trailers	MFG List Price 2016	List - .76%
Capital Industries (Olympic)	MFG List Price 2016	List - .76%
Mission	MFG List Price 2016	List - .76%
High Country	MFG List Price 2016	List - .76%
Tuff Trailer	MFG List Price 2017	List - .76%

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**Class 2: 12,000 - 59,999 GVWR**

Mirage	MFG List Price 2016	List - 1.24%
TNT	MFG List Price 2016	List - 1.24%
Fabform	MFG List Price 2016	List - .76%
Maxey Trailers	MFG List Price 2017	List - .76%
Walton Trailers	MFG List Price 2016	List - .76%
Capital Industrial (Olympic)	MFG List Price 2016	List - .76%
Pace American	MFG List Price 2016	List - 1.24%
Cargo Express	MFG List Price 2016	List - 1.24%

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**Class 3: 60,000 GVWR or more**

Capital Industrial (Olympic)	MFG List Price 2016	List - .76%
Walton Trailers	MFG List Price 2016	List - .76%


3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**FINE FAMILY, LLC**  
**A WASHINGTON STATE CORPORATION**

By:   
 Name: Steven W. Fine  
 Title: member  
 Date: 8/15/2017

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By:   
 Name: Steve Hatfield  
 Title: Contracts Specialist  
 Date: 9/26/2017

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	00816
BF Ventures, LLC dba Trailer Boss 7821 Martin Way East Olympia, WA 98516	Amendment No.:	2
	Effective Date:	October 1, 2024

**SECOND AMENDMENT  
 TO  
 CONTRACT NO. 00816  
 TRAILERS, VARIOUS SIZES**

This Second Amendment ("Amendment") to Contract No. 00816 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and BF Ventures, LLC, a Washington Limited Liability Company ("Contractor") and is dated as of October 1, 2024.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 00816 dated effective as of January 9, 2017 "Contract").
- B. The Parties previously amended the Contract as follows:
  - (1) By instrument titled First Amendment to Contract (dated October 1, 2017) to adjust VMF and contract pricing.
- C. The Parties now desire to amend the Contract to include a 'pay equality provision' as required by the Washington State Legislature. See LAWS OF 2023, ch. 475, § 919(4).
- D. The Parties further desire to amend the Contract to include a 'nondiscrimination provision' as required by the Washington State Legislature. See LAWS OF 2023, ch. 468 [codified at RCW 39.26.245(3) and RCW 49.60.530].
- E. The amendment set forth herein is within the scope of the Contract.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **PAY EQUALITY.** The following provision is added to the end of section 14 (General Provisions) as a new subsection:

**14.24 WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS.** Contractor represents and warrants that, among Contractor's employees, 'similarly



employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

2. **NONDISCRIMINATION.** The following provision is added to the end of section 14 (General Provisions) as a new subsection:

**14.25 NONDISCRIMINATION.**

- (a) Nondiscrimination Requirement. During the term of this Contract, beginning as of the effective date of this Amendment, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or

subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

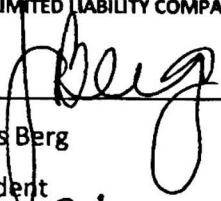
(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

3. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.



EXECUTED AND EFFECTIVE as of the day and date first above written.

BF VENTURES, LLC DBA TRAILER BOSS,  
A WASHINGTON LIMITED LIABILITY COMPANY

By: 

Name: James Berg

Title: President

Date: 9/16/2024

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By: Michellee M. Jemmott

Name: Michellee Jemmott

Title: Procurement Supervisor

Date: 09-17-2024