February 25, 2016 ***Highly Confidential***

Anthony Wong
SDR Ventures, Inc.
5613 DTC Parkway, Suite 830
Greenwood, CO 80111

Re: Simple Turns ("***Simple Turns***" or the "***Company***") – Letter of Intent

Dear Anthony:

We are pleased to submit the following outline of terms and conditions (the "***Letter of Intent***") to the Boards of Directors (collectively, the "***Board***") of Vesta, Inc. and International Services Cleaners, Inc. (collectively, the "***Seller***") pursuant to which Ashland Capital Partners and its co-investors (together, "***Ashland***" or the "***Buyer***"), through the creation of a new entity ("***NewCo***"), will purchase 100% of the assets and business of Simple Turns in exchange for \$6.2 million (the "***Cash Consideration***") and 45% of the fully-diluted equity of Newco (the "***Rolled Equity Investment***") (collectively, the "***Transaction***").

Our investment philosophy and track record are based upon the principle of creating effective partnerships with outstanding operating managers in order to build substantial and profitable businesses. We are financial investors and any potential investment or acquisition would be based on our assessment of not only the business, industry, and markets of the Company, but also the current management team of Simple Turns. We are strong proponents of operating autonomy and require that our management partners also have an investment and ownership position in the Company.

In addition to leading the acquisition, our ongoing role is to assist in the growth and development of the business using our network of contacts, our extensive deal flow, and our years of business experience; it is not the running of the day-to-day operations of the Company. We also believe it is imperative to properly capitalize companies and as such we endeavor to create a capital structure with sufficient amounts of equity and proper levels of debt to yield a balance sheet that provides the Company with both financial strength and strategic flexibility. Through this structure we believe that we can create meaningful value for all stakeholders. With a current portfolio of 11 companies, Ashland has a verifiable track record of completing acquisitions of companies such as Simple Turns.

In formulating this outline of terms and conditions, we have relied on the financial information, operating information, and descriptions of assets and operations provided by the Company, and have assumed that this information is accurate in all material respects. We would expect to complete our due diligence and formalize the legal documentation necessary in order to consummate the transactions contemplated herein (the "***Closing***") within sixty (60) days after the execution of this Letter of Intent.

The key terms and conditions of our proposal are as follows:

1. Transaction Structure

In a transaction that is taxed in a manner mutually beneficial to all parties, the Company will contribute to Newco, substantially all of the assets, intellectual property and business operations of the Company (the "**Business**") and make the Rolled Equity Investment, in exchange for (i) the issuance of common equity interests in Newco, which common equity interests are pari passu with all other equity or cash investment by Ashland or 3rd parties, representing the Rolled Equity Investment and (ii) cash in an amount equal to approximately \$6.2 million. Ashland, as part of the same transaction, will contribute cash to Newco in an amount equal to approximately \$2.2 million and will cause Newco to generate additional cash through loans from lenders.

(a) Contribution/Purchase Agreements. A definitive Contribution/Purchase Agreement (collectively, the "***CPA***") will be executed by the parties, on terms satisfactory in form and substance to the Company and the Buyer.

(b) Contributed Assets and Assumed Liabilities. Newco will accept all of the Company's assets free and clear of all liens, claims, and encumbrances, except for those related to the assumed liabilities[1]. Newco will also assume all specifically identified ordinary course liabilities of the Company, but will specifically exclude all interest-bearing debt, capital lease obligations, if any, accrued interest, and accrued taxes at the time of closing. Except for such assumed liabilities, Buyer will not assume, and Seller shall remain fully and solely responsible for, all of the liabilities of the Business , including without limitation taxes, product warranty claims for products sold pre-closing, any judgments, suits or proceedings related to the Business arising from events prior to the closing, including any environmental matters ("**Excluded Liabilities**").

The CPA shall set forth an allocation of the Purchase Price among the purchased assets and assumed liabilities, which shall be binding upon the parties for income tax reporting purposes. The values assigned to the purchased assets and the assumed liabilities shall be predicated on their fair market values, as determined by a third party appraisal.

2. Purchase Price

The purchase price is $8.0 million and consists of Cash Consideration of $6.2 million and 45% of the fully diluted equity interests in Newco (collectively, the "***Purchase Price***"). The Rolled Equity Investment, on a post-leverage basis, totals $1.8 million, which in the Buyer's estimation ensures a significant commitment to the ongoing success of Newco post-Closing. The Purchase Price is predicated on FY15 EBITDA (after adjusting for certain one-time, non-recurring and/or non- operating adjustments) of $1.4 million multiplied by a transaction EV/EBITDA multiple of 5.71x. This transaction assumes that an appropriate level of net working capital necessary to operate the business and meet Management's near term forecasts (the "***Minimum Working Capital***"), as discussed in Section 4, will be delivered at Closing with due consideration for the seasonality of the Company. The Cash Consideration shall be paid to the Seller, concurrently with the Closing (as hereinafter defined), in immediately available funds, less a working capital holdback escrow in an amount to be mutually determined by Ashland and the Seller (the "***Working Capital Escrow***").

3. Sources of Financing

The Transaction will be financed with a combination of equity provided by Ashland, senior secured first lien debt and subordinated third-party financing. We are also in the process of securing a $1 million revolving line of credit to support growth and ensure operating and strategic flexibility, which will be undrawn at Closing. Although we are including a financing contingency proposal, we have always obtained our assumed secured senior and subordinated debt financing required to close our transactions. Based upon the purchase price of $8.0 million for the business, Ashland estimates the following sources & uses of capital for NewCo:

[1] In the event the transaction is structured as a contribution of entity interests, all liabilities which are not assumed will be handled through indemnity provisions and express assumption (or retention provisions) of the CPA.

Sources			Uses		
Cash Sources			Cash Uses		
Ashland Equity	$	2,200	James Heiberg Cash Consideration	$	6,200
Senior Term Debt		3,500	Transaction Expenses		500
Subordinated Debt		1,000			
Cash Sources		6,700	Cash Uses		6,700
James Heiberg Rolled Equity		1,800	James Heiberg Rolled Equity		1,800
Total Sources	**$**	**8,500**	**Total Uses**	**$**	**8,500**

While we are still evaluating several financing alternatives, it is currently anticipated that the weighted-average interest rate associated with the debt financing will not exceed 6% per annum.

Based on the assumptions above, the below is an illustration of the post-leverage equity:

NewCo Cap Table			
Ashland Equity	$	2,200,000	55%
Seller Equity	$	1,800,000	45%
	$	4,000,000	100.0%

4. Minimum Net Working Capital

The CPA will specify a minimum level of Net Working Capital (the "***Minimum Working Capital***") of the Company to operate the business in 2016 based upon historical and expected trends and seasonality. Business will be conducted in the normal course. Net Working Capital will be defined as follows:

Net Working Capital = Trade Accounts Receivable + Inventory – Trade Accounts Payable – Accrued Liabilities* or Other Current Liabilities.

* - Specifically excludes accrued interest and accrued income taxes

An analysis of Net Working Capital will be made immediately prior to Closing which will take into account the seasonality of the business as well as the prior twelve (12) month's average working capital levels and 90 day outlook. To the extent that Net Working Capital in this analysis is not within the Minimum Working Capital range as determined through diligence, the Consideration shall be increased or decreased, as appropriate, by an amount (the "***Net Working Capital Adjustment Amount***"), if any, equal to the amount of any increase or decrease in the Net Working Capital amount as of Closing from the Minimum Net Working Capital. Within sixty (60) days after the Closing Date, the Buyer shall prepare a good faith statement of the actual Net Working Capital amount on the Closing Date (the "***True-Up Statement***"). In the event of any dispute as to the actual Net Working Capital amount, such dispute shall be submitted to an independent CPA firm reasonably acceptable to both parties for resolution. Once the final Net Working Capital amount has been determined by the parties or the independent CPA firm, as applicable, (i) any decrease, in the Consideration as a result thereof shall be paid out of the Working Capital Escrow to the Buyer and (ii) any increase in the Consideration shall be paid by the Buyer. After any Net Working Capital Adjustment has been paid out of the Net Working Capital Escrow, any remaining escrowed funds will be immediately remitted to the Seller.

5. Board of Directors

The Board of Directors of Newco will consist of three (3) board members, and will include two Ashland representatives and James Heiberg. Ashland will also receive one non-voting visitation seat. The non-executive Board members would be paid a board fee of $1,000 per month for their roles as directors, and will be indemnified by Newco (supported by D&O insurance coverage).

6. Management Employment Agreements

At Closing, James Heiberg, Chris Robart, and certain key members of management (if appropriate) will sign employment agreements for a minimum term of three (3) years, subject to earlier termination for cause or good reason as the case may be (the "***Employment Agreements***"). The Employment Agreements will stipulate mutually determined levels of compensation as well as to be determined short and long term incentive plans. James Heiberg will be involved in all associated discussions. If an Employment Agreement is terminated for Chris Robart prior to the minimum term of 3 years (or as may be extended by mutual agreement) without cause or for good reason, Chris Robart shall be paid minimum severance equal to the compensation to which Employee otherwise would have been entitled for the remainder of the term *plus* an amount equal to 75% of his annual compensation (based upon the immediately preceding 12-month period) multiplied by the number of remaining years that Chris Robart is bound by his non-compete and non-solicit agreement.

If an Employment Agreement for James Heiberg is terminated prior to minimum term of 3 years or as may be extended by mutual agreement) without cause or for good reason, James Heiberg shall be paid minimum severance equal to 75% of compensation of his annual compensation (based upon the immediately preceding 12-month period) multiplied by the number of remaining years James Heiberg is bound by his non-compete and non-solicit agreement.

The compensation levels for each other member of management will be mutually determined by Ashland and the Seller. For avoidance of doubt, compensation for James Heiberg and Chris Robart shall be commensurate within the market and shall not affect the Purchase Price.

7. Chris Robart Equity Investment

We have concluded that Chris Robart is an integral part of the Company's long term growth plans. Provided James Heiberg agrees with our assessment, we would like to discuss an opportunity for him to invest alongside Ashland and James Heiberg in this transaction through a combination of a shareholder notes provided by Newco and a direct cash equity investment made personally by Chris or indirectly through Rolled Equity Investment of the Seller. We are open to exploring a variety of structural alternatives to achieve this end, including ownership structured as profits interests.

8. Management Fee

As consideration for ongoing management services provided to Newco, Ashland will be paid in an aggregate annual amount of $150,000, not as a retainer but based upon active participation in management and performance goals to be determined by the parties (the "***Management Fee***"). The Management Fee will be taxable consideration and, for the avoidance of doubt, will not be treated as a distribution. The Management Fee would be paid quarterly in advance.

9. Non-Compete and Non-Solicitation

If not already in place, Company would negotiate and execute standard non-compete, non-disclose and non-solicitation agreements with James Heiberg, Chris Robart and other key members of management (if appropriate). These agreements will be binding as follows:
For Mr. Heiberg:
Until the later of (i) 5 years from closing; (ii) 2 years after ownership by Mr. Heiberg ceases; and (iii) 1 year after employment of Mr. Heiberg ceases.
For Mr. Robart:

	Until the later of (i) 2 years after ownership by Mr. Robart ceases; and (ii) 1 year after employment of Mr. Robart ceases.
10. Equity Call and Put Right Provisions	In the event of a cessation of James Heiberg and/or Chris Robart's employment by Newco, Newco shall have the irrevocable right, but not the obligation, to purchase that employee's equity ownership based on an equity valuation calculated as 5.71x trailing-twelve months adjusted EBITDA, plus cash less funded debt, as determined on the date of cessation. The purchase of that employee's equity ownership shall be made within two years of the cessation of that employee. In addition, in the event Newco terminates the employment of James Heiberg and/or Chris Robart without cause, James Heiberg and/or Chris Robart shall have the irrevocable right, but not the obligation, to sell that employee's equity ownership based on an equity valuation calculated as 5.71x trailing-twelve months adjusted EBITDA, plus cash less funded debt, as determined on the date of cessation ("Put Option"). The purchase of that employee's equity shall be made within two years of the exercise of the Put Option and paid in cash. If in event that Heiberg or Robart have violated an active provision of their non-compete or non-solicitation agreements Newco shall have the irrevocable right, but not the obligation, to purchase James Heiberg's and/or Chris Robart's equity ownership within two years of such determination based on an equity valuation calculated as 2.85x trailing-twelve months from the date of violation adjusted EBITDA, plus cash less funded debt.
11. Indemnities	The representations and warranties set forth in the CPA will survive the Closing Date until ninety days after delivery of the audited financial statements of the Business for the FY2016 (the "***Indemnification Period***"), except in the case of taxes, title, environmental and certain corporate authority representations or fraud which shall survive until the expiration of the applicable statute of limitations. Each of the Buyer and the Seller will agree to indemnify and hold the other harmless against losses and expenses (including reasonable attorneys' fees) resulting from any breach of any of their respective representations, warranties, covenants and agreements contained in the CPA, subject to the following limitations: a) Indemnity Deductible: $40,000 (0.50% of the Consideration) for breaches of representations and warranties (other than fundamental representations and tax warranties), Excluded Liabilities and non-compliance with any law applicable to Newco's operations. b) Indemnity Cap: $800,000 (10.0% of the Consideration) for breaches of representations and warranties (other than fundamental representations, tax warranties, fraud, intentional misrepresentation, Excluded Liabilities or non-compliance with any law applicable to Newco's operations).
12. No Indemnification Holdback	For the avoidance of doubt, no indemnification holdback escrow will be required. The CPA will include standard and customary representations, warranties, and indemnification provisions. However, any unpaid claims made due to any material breach of any representations or warranty will be settled by forfeiture of some of the Rolled Equity Investment.
13. Conditions to Closing	Completion of the transactions contemplated herein will be subject to several conditions, including, but not limited to, the following conditions: a. Completion by Ashland of reasonable due diligence investigation, specifically including: i) adherence to all applicable active or pending employment laws and standards (as determined by all applicable regulatory authorities) and ii) accounting, operational and legal reviews of

the Company and its assets, liabilities and business operations;

b. Negotiation and execution of mutually satisfactory definitive agreements related to the Transaction, containing representations, warranties, covenants, indemnities and other terms and conditions customary for similar transactions and specifically including, but not limited to, the following:

    i. That the Company's historical financial statements for the years ended in the period from 2012 through Closing have been prepared consistently and fairly present, in all material respects, the financial condition and results of operations of the Company as of the respective date and for each respective period;

    ii. That the Transaction (a) does not require the consent or approval of any governmental authority or other person or entity (except for any required board or shareholder approval or as otherwise required and disclosed), and (b) will not contravene or result in a breach, default or right of termination under any of the Company's contracts, licenses or permits;

    iii. That the Company has no material undisclosed liabilities;

    iv. That since December 31, 2013, the Company conducted business only in the ordinary course;

    v. That since December 31, 2015, the Company and its affiliates have not paid any bonus, distribution or extraordinary compensation to any of the Company's officers or owners, except as otherwise disclosed to the Buyer;

c. The absence of any material adverse change between execution of the CPA and the Closing, in the assets, business or financial or operating condition of the Company;

d. Negotiation and execution of any reasonably required amendments to corporate governance documents for the Company in form and substance satisfactory to the Company and Ashland.

e. Successful procurement of necessary debt financing as outlined in Section 3.

14. Additional Due Diligence — Ashland contemplates finalizing due diligence as soon as practical, based upon the reasonable availability of the information necessary from the Company to complete the due diligence, upon execution of this Letter of Intent.

15. Access to Information — The Company will provide Ashland and its representatives reasonable access during normal business hours to the Company's management, books, records, financial statements and properties to enable it to complete the due diligence investigation.

16. Fees and Expenses — Each party to the proposed transactions herein will pay all of their own respective legal, accounting, tax consulting and other costs incurred in pursuing and consummating the Transaction. The reasonable costs and expenses of the Buyer will be reimbursed by Newco at Closing.

17. Multiple Counterparts — This Letter of Intent may be executed in multiple counterparts, each of which will constitute an original and all of which together will constitute one and the same agreement. Facsimile and other electronically transmitted signatures shall be considered as the original.

18. Governing Law

This Letter of Intent is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Denver, Colorado in any legal suit, action, or proceeding arising out of or based upon this Letter of Intent.

19. Letter of Intent Expiration

Unless extended in writing by Ashland at its sole discretion, this offer will expire at 5:00 p.m. Central Time on ______________ unless you execute this Letter of Intent and return it to us prior to that time, which may be by facsimile or other electronically transmitted transmission and which may be signed in one or more counterparts.

20. Exclusive Dealings; Agreement to Operate in the Ordinary Course

Upon execution of this Letter of Intent by all parties, Simple Turns and its Board agree that neither Simple Turns (or its management) or anyone else acting on their behalf, will offer to sell all or any portion of the equity, the assets, or the business of Simple Turns to any other person or entity or solicit, negotiate or accept any agreement with any third party for the sale of all or any part of the equity, the assets, or the business of Simple Turns, until the earlier of (i) sixty (60) days from execution of this Letter of Intent ("Exclusivity Period") or (ii) such earlier date as the parties mutually agree that definitive agreements related to the transactions herein cannot be reached. In such case that the parties are actively continuing to pursue the Transaction on the 60th day of the Exclusivity Period and that the Buyer has delivered a draft of the CPA, the Exclusivity Period will be extended for a mutually agreed upon period of time (the "***Extension Period***"). Provided, however, that in no event shall a mutually agreed upon Extension Period lapse prior to 60 days following the receipt of all requested diligence materials on the initial written due diligence checklist provided by the Buyer, provided Buyer shall deliver such initial due diligence checklist not later than 10 days following the execution of this Letter of Intent.

Effective upon execution of this Letter of Intent through the Closing, Simple Turns will conduct its affairs only in the ordinary course of business and shall not transfer any assets or incur any liabilities except in the ordinary course of business.

21. Non-binding Agreement

This Letter of Intent is intended to provide a basis for further discussions. The parties to this Letter of Intent are bound by an expressed duty to negotiate in good faith towards an ultimate closing of the Transaction. Notwithstanding the foregoing, until definitive agreements related to the Transaction been prepared and duly authorized, executed and delivered by each of the parties, none of the provisions of a Letter of Intent shall be binding on the parties with the exception of the agreements and obligations contained in Sections 13 through 21, which shall be binding on the parties effective upon the execution and delivery of this Letter of Intent by the parties.

IN ADDITION, UNDER NO CIRCUMSTANCES, CAN COMPANY, ITS BOARD OF DIRECTORS OR ANY OTHER PARTY (INCLUDING MANAGEMENT OR OWNERS OF THE COMPANY) RELY ON THIS LETTER OF INTENT FOR PURPOSES OF MAKING STRATEGIC ALTERNATIVE DECISIONS FOR THE COMPANY OR FOR ANY OTHER PURPOSES.

(SIGNATURE PAGE FOLLOWS)

If the foregoing meets with your approval in principle, please so indicate by returning to us one fully executed copy of this letter.

Very truly yours,

ASHLAND CAPITAL PARTNERS, LLC

By: James Lynch
James Lynch
Managing Director

ACCEPTED AND AGREED TO:

Dated: February 26, 2016

VESTA, INC.

By:
Name: James Heiberg
Title: CEO

INTERNATIONAL SERVICES CLEANERS, INC.

By:
Name: James Heiberg
Title: CEO

JAMES HEIBERG

By:
Name: James Heiberg