

TC-101813-AT



UTILITIES AND TRANSPORTATION
COMMISSION

1300 S. Evergreen Park Dr. SW
P.O. Box 47250
Olympia, WA 98504-7250
Phone: 360-664-1222
Fax: 360-586-1181
TTY: 360-586-8203
or
1-800-416-5289
E-mail: Transportation@wutc.wa.gov

Type of Passenger Transportation Authority Requested (check one box)	Fee Required
Auto Transportation Authority	\$ 200
<input type="checkbox"/> New Certificate (auto transportation company certificates include statewide charter and excursion carrier service) – Complete sections 1-8 and Attachment E. Submit a proposed tariff and time schedule.	
Do you plan on providing charter/excursion service <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Extension of Existing Auto Transportation Certificate No. C- _____ Complete sections 1-8. Submit a proposed tariff and time schedule.	\$ 150
Transfer or Lease Auto Transportation Authority – Complete sections 1-8 and Attachment B.	\$ 200
<input type="checkbox"/> All of Certificate No. C- _____	
<input checked="" type="checkbox"/> Portion of Certificate No. C-819	
<input type="checkbox"/> Temporary Auto Transportation Authority (New temporary authority or temporary authority to operate pending a commission decision on a parallel filed permanent application) – Complete sections 1-8 and Attachment A.	\$ 150
<input type="checkbox"/> Mortgage of Certificate – Complete section 1 and Attachment D.	\$ 35
<input type="checkbox"/> Name Change (Change company's corporate name, change a trade name, add a new trade name, or change the surname of an individual owner or partner) – Complete section 1 and Attachment C.	\$ 35
<input type="checkbox"/> Reinstatement of Cancelled Certificate – Complete sections 1 and 8	\$200

TYPE OF PAYMENT:

Cash Check Money Order AMEX MasterCard Visa

AM1008660

Credit Card Information (if applicable):

Expiration Date

Amount: \$ 200.00

Company Name: TMS Inc

Shuttle Express, Inc

Cardholder's signature: *John Montgomery*

Date: 11/03/10

FOR OFFICIAL USE ONLY

Date Filed: 11/8/10	Docket #: _____	Motcar: M24635	Cert. Issued: _____
LS Staff Assigned: _____	Insurance: on file	Application: _____	Related App: _____
DOL/SOS: _____	Tariff/Time Schedule: _____	Map: _____	
Text approved for docket: _____	Safety Inspection: _____	Reception #: 022075	111 0268:
111-0268-232-02:	111-0268-232-01:	111-0268-230-02: \$200.00	111-0268-230-01:

SECTION 1 – APPLICATION INFORMATION

Name of Applicant: Shuttle Express, Inc.		
Trade Name(s) (if applicable): Shuttle Express, Go Shuttle Express, Limos by Shuttle Express		
Unified Business Identification Number (UBI): 600-030-043 (If you do not know your UBI number or need to request one contact the Department of Licensing at (360)664-1400)		
Phone Number: (425) 981-7070	Fax Number: (425) 981-7071	E-mail: jrowley@shuttleexpress.net
Physical Address		Mailing address (if different from Business Address)
Street: 800 SW 16th St.		Street: _____
City: Renton		City: _____
State/Zip: Washington, 98057		State/Zip: _____

SECTION 2 – COMPANY INFORMATION

Type of business structure:		
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation
<input type="checkbox"/> Other (LP, LLP, LLC) _____		
List the name, title, and percentage of partner's share or stock distribution for major stockholders:		
<u>Name</u>	<u>Title</u>	<u>Stock Distribution or Percentage of Shares</u>
Jimmy Sherrell	CEO	100%

Provide the following documents with your application:

- A map of the proposed line, route, or service territory that meets the standards described in WAC 480-30-051 (Exhibit 1)
- Support statements for temporary authority (if applicable)

Describe the proposed service including the line, route, or service territory description in terms such as streets, avenues, roads, highways, townships, ranges, cities, towns, counties, or other geographic descriptions.

BETWEEN: Seattle and the Seattle-Tacoma Airport.

LIMITATIONS:

1. Service hereunder is expressly limited to the transportation of airline passengers and flight crews between Seattle-Tacoma Airport on the one hand, and hotels and air and ground transportation offices and facilities in Seattle on the other hand, at rates substantially higher than the fares of regular common carriers.
2. No express service may be rendered hereunder except in the carrying of baggage and excess baggage of passengers and flight crews.
3. No service may be rendered hereunder from, to or between intermediate points.

The following authority in the section of the certificate involving transportation between Seattle and the Seattle-Tacoma Airport is RETAINED in addition to all other authority in the certificate:

BETWEEN: Seattle and the Seattle-Tacoma Airport.

LIMITATIONS:

1. Service hereunder is expressly limited to the transportation of airline passengers and flight crews between Seattle-Tacoma Airport on the one hand, and water transportation offices and facilities in Seattle on the other hand, at rates substantially higher than the fares of regular common carriers.
2. No express service may be rendered hereunder except in the carrying of baggage and excess baggage of passengers and flight crews.

3. No service may be rendered hereunder from, to or between intermediate points.

State the conditions that justify the granting of this application.

This service has been operated for many decades and provides a valuable and popular public service. Because it is geared to a high-volume route directly from SeaTac Airport to larger downtown Seattle hotels, it is a fast and economically efficient ground transportation alternative for air travelers, especially those needing assistance with luggage and staying at the major hotels. Competition from subsidized public transit has reduced passenger volumes in recent years. Transfer of the service to Shuttle Express will enable greater efficiency by being able to operate in smaller vehicles properly scaled to the current passenger volumes, which may also lead to improved service.

Do other auto transportation companies currently provide service between any of the points or along any portion of the route you propose to serve?

No Yes If yes, list the names and addresses of companies

What is your USDOT number? 1610028 (If you currently don't have a USDOT number, you can go online to www.fmcsa.dot.gov/online-registration to apply or call 360-596-3816 or 360-596-3803)

Do you currently hold, or have you ever held, an auto transportation certificate?

No Yes If yes, please indicate your certificate number: C-975

Have you ever applied for and been denied an auto transportation certificate?

No Yes If yes, please explain:

Have you been cited for violation of state laws or commission rules?

No Yes If yes, please explain: The commission ruled our independent operators were not legal.

SECTION 3 - TARIFF AND TIME SCHEDULE

If this application is for temporary authority, a new certificate, or extension of existing certificated authority, you must include a proposed tariff and time schedule that is in compliance with WAC 480-30-251 through WAC 480-30-436.

If this application is a transfer or a lease of authority from an existing certificate, you must either file a new tariff and time schedule at the same rate levels as on file, or you must adopt the current certificate holder's tariff and time schedule. To file a new tariff, use the standard tariff format attached to this application or an approved alternate format. Indicate which option you will use:

Adopt (Complete attachments _____) or File a new tariff

Please See Exhibits 2 and 3

SECTION 4 - HEARING INFORMATION

If the Commission assigns this application for formal hearing, estimate the number of witnesses you will present and the amount of time you will need for your presentation.

Number of witnesses: 2

Amount of time: 1 day

Will an attorney be representing you? No If yes, complete the following:

Attorney's name:

Attorney's phone number:

Attorney's address:

Fax Number:

E-mail:

SECTION 5 – FINANCIAL STATEMENT

SEE ATTACHED ANNUAL REPORT (Exhibit 4)

You may attach a Balance Sheet, Profit and Loss Statement, or business plan if available.

ASSETS		LIABILITIES	
Cash in Bank	\$	Salaries/Wages Payable	\$
Notes Receivable	\$	Accounts Payable	\$
Accounts Receivable	\$	Notes Payable	\$
Investments	\$	Mortgages Payable	\$
Other Current Assets	\$	Contracts and Bonds Payable	\$
Prepaid Expenses	\$	TOTAL LIABILITIES	\$
Land and Buildings	\$	NET WORTH	
Trucks and Trailers	\$	Preferred Stock	\$
Office Furniture	\$	Common Stock	\$
Other Equipment	\$	Retained Earnings	\$
Other Assets	\$	Capital	\$
TOTAL ASSETS	\$	TOTAL LIABILITIES AND NET WORTH	\$

SECTION 6 – EQUIPMENT LIST

SEE ATTACHED EQUIPMENT LIST (Exhibit 5)

Describe the equipment that will be used (attach additional sheets if necessary). Vehicles must pass inspection and be issued a valid Commercial Vehicle Safety Alliance inspection decal for each motor vehicle before your application may be granted.

Year	Make	License Number	Vehicle ID Number	Seating Capacity

SECTION 7 – SAFETY AND OPERATIONS

In each of the categories shown below, list the person and position responsible for understanding and complying with the Federal Motor Carrier Safety Regulations (FMCSR) and Washington State laws and rules. Please refer to the WAC rules, fact sheets and publication "Your Guide to Achieving a Satisfactory Safety Rating" for assistance with requirements.

SAFETY RESPONSIBILITIES

- **COMMERCIAL DRIVER'S LICENSE (CDL) STANDARDS REQUIREMENTS AND PENALTIES** (Title 49, Code of Federal Regulations Part 383). If you operate commercial motor vehicles, your drivers must have a valid CDL.
- **DRIVER QUALIFICATION REQUIREMENTS** (Title 49, Code of Federal Regulations Part 391). Each of your drivers must meet minimum qualification requirements. You must maintain driver qualification files for each driver.
- **DRIVERS HOURS OF SERVICE** (Title 49, Code of Federal Regulations Part 395). Each of your drivers must maintain hours of service logs. You must maintain true and accurate hours of service records for each driver.
- **CONTROLLED SUBSTANCE AND ALCOHOL USE AND TESTING** (Title 49, Code of Federal Regulations Part 382 and Part 40). If you operate commercial motor vehicles, your drivers must be in a Controlled Substance and Alcohol Use and Testing program. You must have a alcohol and controlled substances testing program.
- **INSPECTION, REPAIR AND MAINTENANCE** (Title 49, Code of Federal Regulations Part 396). You must systematically inspect, repair and maintain all motor vehicles.
- **SAFETY REGULATIONS, GENERAL** (Title 49, Code of Federal Regulations Part 390). You must follow safety regulations.

• **DRIVING COMMERCIAL MOTOR VEHICLES** (Title 49, Code of Federal Regulations Part 392). You must follow regulations for driving commercial motor vehicles.
 • **PARTS AND ACCESSORIES NECESSARY FOR SAFE OPERATION** (Title 49, Code of Federal Regulations Part 393). You must maintain parts and accessories in safe condition.

Name: Dean Deangelo Position: V.P. of Operations

OPERATIONAL RESPONSIBILITIES

List the person and position responsible for understanding and complying with the requirements of each category shown below.

TARIFFS, TIME SCHEDULES, RATES AND RATE FIXINGS (WAC 480-30-051 through WAC 480-30-036). You must file a tariff showing all rates and how those rates will be assessed. You must also file a time schedule.
 Name: John Rowley Position: General Manager

ANNUAL REPORTS AND REGULATORY FEES (WAC 480-30-036 through WAC 480-30-081). You must file an annual report and pay regulatory fees by May 1st of each year.
 Name: Bob Myles Position: Operations Manager

CUSTOMER SERVICE (WAC 480-30-441 through WAC 480-30-461). You must interact with customers according to the rules.
 Name: Sharon Games Position: Manager of Guest Services

STATE OF WASHINGTON GENERAL LAWS, RULES AND REGULATIONS. You must comply with the regulations of local, state, and federal agencies such as, but not limited to: Department of Labor and Industries, Department of Licensing, Secretary of State, Department of Revenue and Internal Revenue Service and Employment Security.
 Name: JoAnn Hantoon Position: Chief Operating Officer

SECTION 8 - DECLARATION OF APPLICANT:

I understand that filing this application does not authorize me to start operations requested or in the territory described until the commission grants the application and issues a certificate.

I understand the responsibilities of a passenger transportation company, and I am in compliance with all local, state, and federal regulations governing business in the state of Washington.

I certify under penalty for false statement, that the information contained in this application is true and correct, and that I am authorized to execute and file this document on behalf of the applicant.

Printed name: JOHN ROWLEY

Signature: [Handwritten Signature]

Date, County, State: 11-3-10 KING, WASHINGTON

ATTACHMENT B

JOINT APPLICATION FOR TRANSFER OR LEASE OF CERTIFICATED AUTHORITY

The commission must approve any sale, assignment, lease, or transfer of a company's certificate, or any portion of the operating authority described in a company's certificate. This does not apply to change in ownership resulting from an acquisition of control of a corporation through stock sale or purchase.

Certificate Number C-119

Check appropriate box

- Transfer All*
- Transfer Portion*
- Lease All**
- Lease Portion**

Evergreen Trails, Inc.

Current Name on Certificate (Seller/Lessor)

Evergreen Trailways and Grayline of Seattle

Current Trade Name on Certificate (Seller/Lessor)

4500 W. Marginal Way SW, Seattle, WA 98106

Address (Seller/Lessor)

(206) 626-5252

Phone Number

Fax (206) 259-9507

E-mail regulation@grayline-seattle.com

Have all fines and/or penalties been paid?

- No
- Yes

Has the closing annual report been filed?

- No
- Yes

Does the buyer/lessee agree to begin service as soon as the commission authorizes the transfer or lease?

Yes

No, if not, then when? _____

If the commission assigns this application for formal hearing, does both the seller/lessor and the buyer/lessee agree to be present at the hearing?

Yes

No

Both the seller/lessor and the buyer/lessee certify that this application is not made for the purpose of hindering, delaying or defrauding creditors.

This application must include a map and copy of the certificated authority to be transferred/leased (Exhibit 1). If applying for permission to transfer or lease a portion of the certificated authority, then the application must include a map and description of both the portion to be transferred/leased (Exhibit 1) and the portion to be retained (Exhibit 9) by the existing certificate holder.

We, as applicants, hereby jointly declare and affirm that all information is true to the best of our knowledge.

Seller/Lessor's Signature

Buyer/Lessee's Signature

11-3-10 King, WA
Date, County, State

11-3-10 King, WA
Date, County, State

*If this application is for transfer, please attach a copy of the sales or other agreement to sell (Exhibit 7)

**If this application is to lease, please attach a copy of the executed lease agreement.

TARIFF ADOPTION NOTICETariff No. 200Shuttle Express, Inc.

(Name of new company)

Shuttle Express, Go Shuttle Express, Limos by Shuttle Express

(Trade name of new company)

adopt all tariffs and supplements to the tariffs,
filed with the Washington Utilities and Transportation by:

Evergreen Trails, Inc.

(Name of prior company)

before the date of its (new company) acquired possession
of that (prior) company, or a portion of the authority
of that (prior) company.

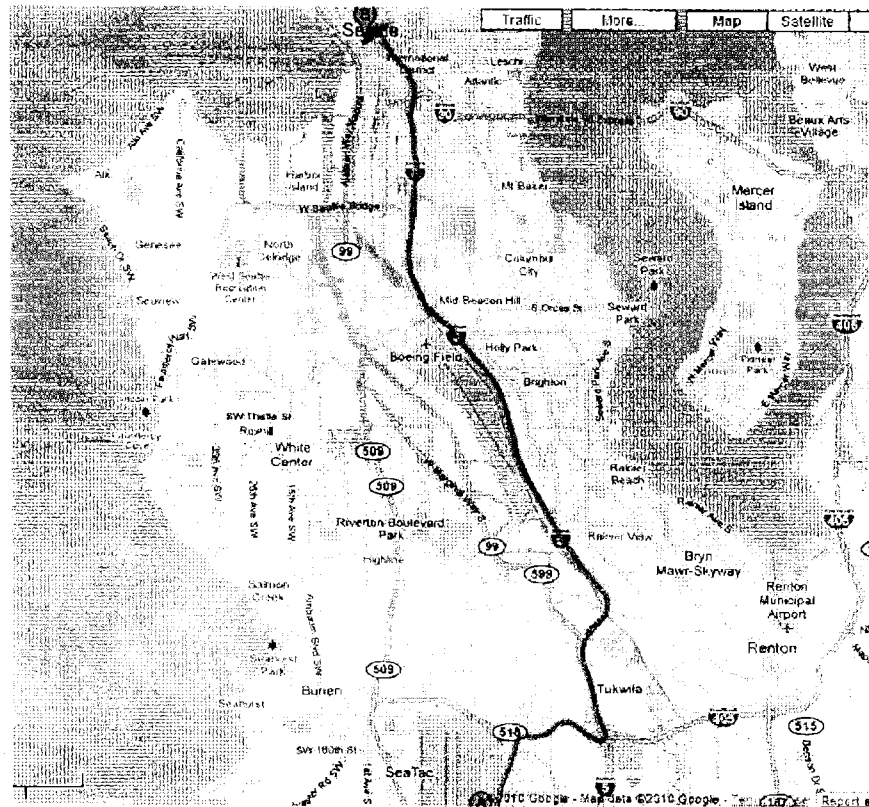
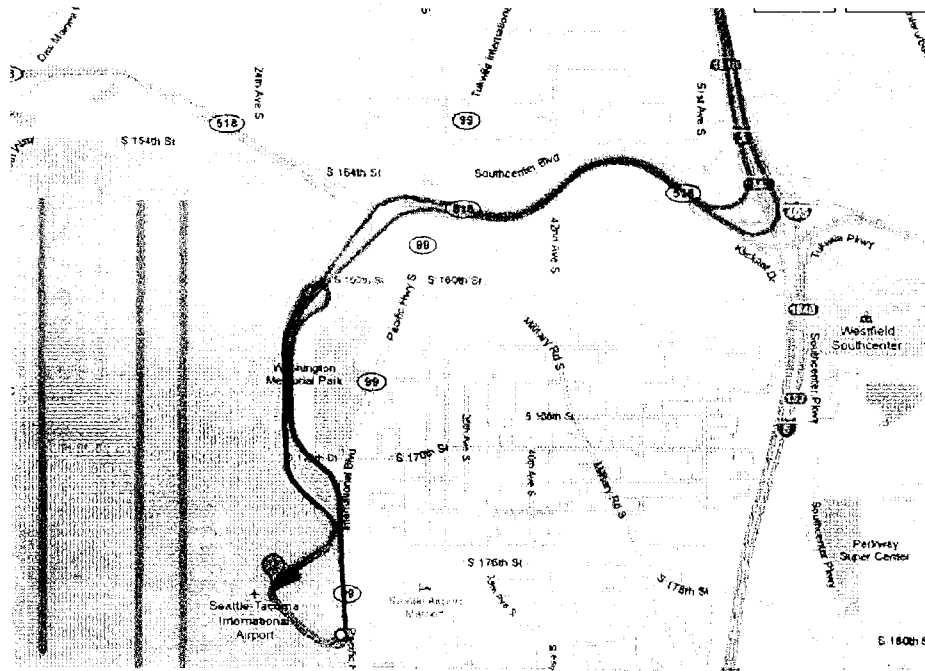
Notice issued by:

Name: Joshua GatherumTitle: General Manager, Gray Line of SeattleTelephone Number: (206) 626-5252Fax Number: (206) 299-9807E-Mail Address: jgatherum@graylineseattle.comDate filed with Commission: 11/4/2010

EXHIBIT 1

Map of Transferred Authority

(Seattle-Tacoma Airport to Downtown Hotels)



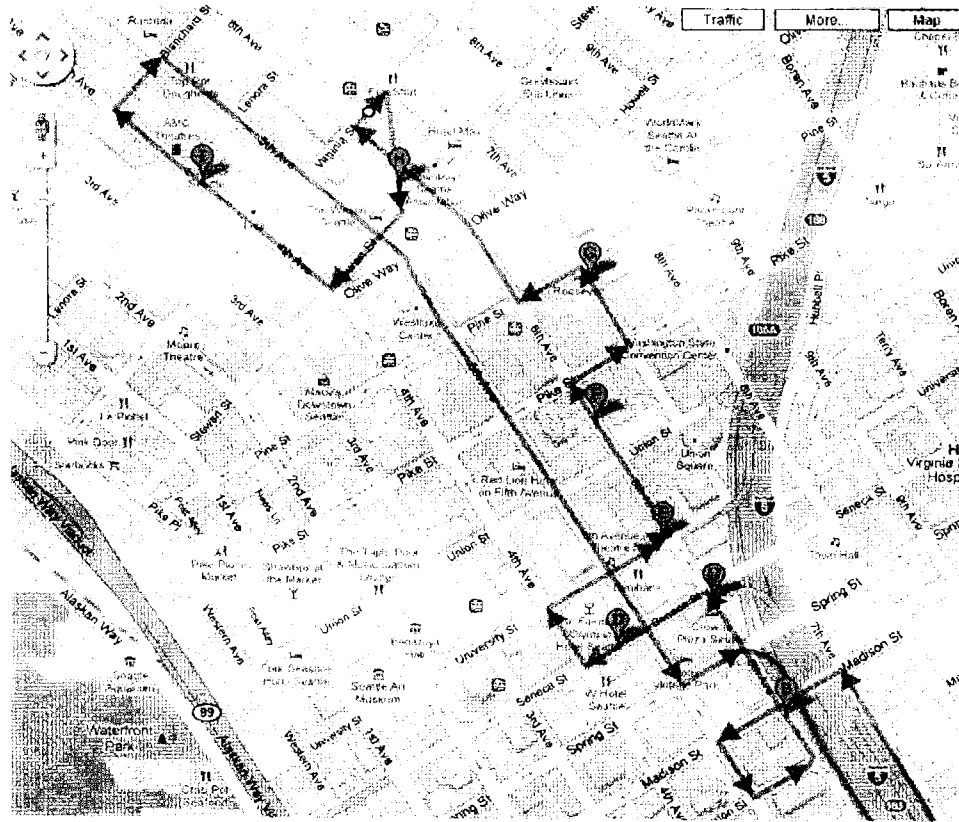


EXHIBIT 2

Current Tariff for Transferred Authority

RECEIVED APR. 30, 2010 WA. UT. & TRANS. COMM. ORIGINAL TC-100748

Original Title Page

TARIFF NO. 200

Cancels

TARIFF NO. 200

of

Evergreen Trails, INC.

Certificate Number: C-819

For the transportation of passengers in the following territory:

Between Seattle and the Seattle-Tacoma Airport

Issued by:

Name: Joshua Krohn, Airporter Manager

Address: 4500 W Marginal Way SW

City, State/Zip: Seattle, WA 98106

Telephone No: (206) 626-5200

Telefacsimile No. (206) 299-9392

Issue Date: April 30, 2010

Effective Date: June 1, 2010

(For Official Use Only)

Effective: _____ TC- _____ LSN _____

Order/Other _____ By: _____

*FOR OFFICIAL USE ONLY
Docket No. TC-100748
Agenda Date: May 27, 2010
Effective Date: June 1, 2010*

RECEIVED APR. 30, 2010 WA. UT. & TRANS. COMM. ORIGINAL TC-100748

Tariff No. 200

Evergreen Trails Inc. d/b/a Gray Line of Seattle

RATE SCHEDULE

SECTION 10

EXPRESS FARES

SEATAC AIRPORT – SEATTLE/TACOMA, WA

FARES IN DOLLARS AND CENTS PER PERSON FOR SCHEDULED
TRANSPORTATION BETWEEN SEATAC AIRPORT, WA AND SEATTLE OR
TACOMA WA.

APPLICATION (see Exceptions)	FARE
One-way Adult Fare	\$15.00
Roundtrip Adult Fare	\$25.00
One-way Child Fare	\$11.00
Roundtrip Child Fare	\$18.00

Children are classified as ages 2 through 12

Exceptions:

- (1) Adult airline and/or airport employees, travel agents and travel agent familiarization groups with proper identification will be carried at the children's rate.
- (2) Active duty Military personnel with proper identification will be carried at the children's rate.
- (3) Fifty (50) adult one-way tickets or more, when purchased at one time, will be discounted 10% off the face value.
- (4) Redeemable coupons for fifty cents (\$.50) off the published one-way or (\$1.00) off of the published round-trip adult fare may be distributed to Convention Groups, Tour Wholesalers, etc.
- (5) Distressed baggage will be carried at a rate of \$5.00 per bag, one-way.
- (6) Over 3 bags per person will be charged an additional \$1.00 per bag.

Issue Date: April 30, 2010

Effective Date: June 1, 2010

Issued by: Joshua Krohn, Airporter Manager, Evergreen Trails Inc.

FOR OFFICIAL USE ONLY
Docket No. TC-100748
Agenda Date: May 27, 2010
Effective Date: June 1, 2010

RECEIVED APR. 30, 2010 WA. UT. & TRANS. COMM. ORIGINAL TC-100748

Tariff No. 200

Evergreen Trails Inc. d/b/a Gray Line of Seattle

Passenger Rules

- (1) Animals may be carried onboard the motor coach provided that they fit into a container that fits on the floor between your seat and the seat in front of you. The only exception to this is registered service animals, which will be transported free of charge provided they lie at the feet of their master and do not occupy passenger seats.
- (2) Tickets are 100% non-refundable for any reason, but are valid for one year from date of purchase and are transferable to another party.
 - a. The only exception to this will be due to an airline cancelling flights due to nature, acts of god, war and other items reasons out of their control, or due to a medical emergency on the travelers part with documentation provided.
- (3) No customer will be charged more for transportation to an intermediate point along the route than is charged for a longer trip over that same route.
- (4) Alternate means of transport may be arranged at no additional charge if Evergreen Trails INC in its sole and absolute discretion is not able to provide transportation at the time and place specified in your reservation.
- (5) Service may not be provided on the following Holidays observed:
 - a. Thanksgiving Day
 - b. Christmas Eve
 - c. Christmas Day
 - d. New Years Eve
 - c. New Years Day

Issue Date: April 30, 2010

Effective Date: June 1, 2010

Issued by: Joshua Krohn, Airporter Manager, Evergreen Trails Inc.

FOR OFFICIAL USE ONLY
Docket No. TC-100748
Agenda Date: May 27, 2010
Effective Date: June 1, 2010

EXHIBIT 3

Current Time Schedule for Transferred Authority

**RECEIVED DEC. 29, 2009 WA. UT. & TRANS. COMM. ORIGINAL TC-091972
SUB 1/6/10**

Original Title Page

Time Schedule Number 1

of

Evergreen Trails, Inc.

dba Gray Line of Seattle

Certificate #118832

4500 W Marginal Way SW

Seattle, WA 98106

TERRITORY:

Between Seattle, WA and the Seattle-Tacoma Airport, King County, WA

BY THE FOLLOWING ROUTE:

- (a) From Seattle over Interstate Hwy 5 to junction WSH 518, then over WSH 518 to the Seattle-Tacoma International Airport, and
 (b) From Seattle over Interstate Hwy 5 to junction WSH 518, then over WSH 518 to WSH 99, then over WSH 99 to the Seattle-Tacoma International Airport.

November 1 to March 12

FROM:

TO:

DEPARTURE TIMES:

Seattle-Tacoma Airport Seattle, WA

Every 45 minutes from 8:15 am
through 9:00 pm.

Seattle, WA

Seattle-Tacoma Airport

Every 45 minutes from 5:26 am
through 9:11 pm.

FOR OFFICIAL USE ONLY

Docket No. TC-091972

Agenda Date: January 14, 2010

Effective Date: December 30, 2009

Issue Date: December 29, 2009 Effective Date: December 29, 2009

Issued By: Jeremy Butzlaff, General Manager

RECEIVED DEC. 29, 2009 WA. UT. & TRANS. COMM. ORIGINAL TC-091972**SUB 1/6/10**

Time Schedule No. 1

Original Page No. 1

Evergreen Trails, Inc. d/b/a Gray Line of Seattle C-118832

March 13 to October 31**FROM:****TO:****DEPARTURE TIMES:**

Seattle-Tacoma Airport Seattle, WA

Every 30 minutes from 6:30 am
through 9:00 pm.

Seattle, WA

Seattle-Tacoma Airport

Every 30 minutes from 5:26 am
through 9:26 pm.**MILEAGE:**

Seattle-Tacoma Airport to Seattle, WA: 16 miles

Issue Date: December 29, 2009

Effective Date: December 30, 2009

**Issued By: Jeremy Butzlaff, General Manager, Gray Line Downtown Airporter
Bus**

*FOR OFFICIAL USE ONLY
Docket No. TC-091972
Agenda Date: January 14, 2010
Effective Date: December 30, 2009*

EXHIBIT 4

2009 Annual Report of Shuttle Express

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AUTO TRANSPORTATION COMPANIES ANNUAL REPORT

Due May 1, 2010

****Not Confidential****

M24635 / C100017170
Shuttle Express, Inc.
800 W 16th St
Renton, WA 98057

Correct name and address, if different than shown.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION for the YEAR ENDED DECEMBER 31, 2009

Inquiries concerning this Annual Report should be addressed to:

NAME: JoAnn Huntton TITLE: CFO
ADDRESS: 800 SW 16th ST
CITY: Renton STATE: WA ZIP: 98057
TELEPHONE: 425.981.7063 FAX: 425.981.7071 E-MAIL: JHuntton@ShuttleExpress.com

The company must notify the Commission, in writing, of any changes to the above information.

TYPE OF PAYMENT - DO NOT SEND CASH IN THE MAIL		For Commission Use Only	
<input type="checkbox"/> Check <input type="checkbox"/> Money Order <input type="checkbox"/> AMEX <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover		Credit Card Authorization #: _____	
Credit Card Number: _____			Expiration Date Month/Year
CERTIFICATION I, the undersigned, under penalty for false statement, certify that the information is true, valid and correct, that I am authorized to execute on behalf of the applicant, and that I agree to pay the above total amount according to card issuer agreement.			
Name (Printed): _____		Title: _____	
Signature: _____		Date: _____	

For Commission Use Only			
Reception Number	Reference	Payment ID	Receivable #
001-111-02-68-230-01	001-108-01-70-230-13	001-111-02-68-230-11	001-111-02-68-032-20

**SCHEDULE 2
INCOME STATEMENT**

Operating Revenues		
3210	Charter Bus Revenue <i>CHARTER Revenue + Bus</i>	491,427
3200	Passenger Revenue <i>DTA / scheduled / STP</i>	1,361,333
3220-3500	Baggage-Mail-Express-Newspapers	—
3600	Misc. Station Revenue <i>SEDAN / Limo</i>	2,378,906
3700-3900	Other Operating Revenues <i>ALL DISCOUNTS</i>	(766,871)
Total Revenues		\$15,716,745
Operating Expenses		
4100	Equipment Maintenance and Garage Expense	800,332
4200	Transportation Expense	831,877
4300	Station Expense	860,042
4400	Traffic Solicitation and Advertising Expense	390,018
4500	Insurance and Safety Expense	538,833
4600	Administrative and General Expense	1,689,590
5000	Depreciation and Amortization Expense	556,331
5200	Operating Taxes and Licenses Expense	612,806
5300	Operating Rents Expense	521,524
Total Operating Expenses		\$14,287,553
Net Operating Income (total revenue less total operating expenses)		\$1,429,192
Other Income and Expense		
6000	Other Income	123,409
7500	Other Deductions	53,981
8000	Income Taxes	0
Net Income or Loss		\$1,498,620

REGULATORY FEE CALCULATION SCHEDULE

Company Name Shuttle Express, Inc.

Annual Report Year 2009

In accordance with RCW 81.24.020 "Regulatory Fees", the Commission requires Auto Transportation companies to file reports of gross intrastate operating revenue and pay fees on that revenue. Every company subject to regulation shall file with the Commission a statement under oath showing its gross intrastate operating revenue from operations for the preceding year and pay to the Commission a fee as instructed below.

1	Passenger Revenue	1	13,613,383.00
2	Express and Baggage Revenue	2	0.00
3	U.S. Mail and Other Operating Revenue	3	0.00
4	Total Gross Intrastate Operating Revenue ** (add lines 1, 2 and 3)	4	13,613,383.00
5	Less Non Fee-Paying Revenue (includes interstate revenues)	5	\$ 228,058.00
6	Balance-Adjusted Gross Intrastate Operating Revenue (subtract line 5 from 4)	6	\$13,385,325.00
7	Regulatory Fee Calculations:	7	
7a	If line 6 is UNDER \$5,000, Enter ZERO (Filing ZERO indicates schedule is complete)	7a	\$
7b	If line 6 is OVER \$5,000-enter amount from line 6	7b	\$13,385,325.00 x .004 (4%) = \$53,541.30
8	Total Regulatory Fees owed (add lines 7a or 7b)	8	\$53,541.30

9	Gasoline	8,878,494	288,000	8,590,494	x .0015	=	\$ 12,885.74
10	Other Fuel	665,506		665,506	x .0020	=	\$ 1,331.01
11	Total Washington Motor Vehicle Fund Fees owed (add lines 9 and 10)						\$ 14,216.75

Complete Lines 12 through 16 if filing after May 1

12	Penalties on Regulatory Fees filed after May 1	12	
12a	Total Penalties on Regulatory Fees owed - enter amount from line 8	12a	\$ x .02 (2%) = \$
13	Interest on Regulatory Fees filed after May 1	13	
13a	Amount from line 8 _____ x Number of months past May _____ x .01 (1%) =	13a	\$
14	Penalties on Vehicle Mileage fees after May 1	14	
14a	Penalties on Vehicle Mileage fee - enter amount from line 11 (Per RCW 46.16.125)	14a	\$ x 1.0 (100%) = \$
15	Total Penalties and Interest owed (add lines 12a, 13a and 14a)	15	\$ -
16	Total Regulatory, Penalty and Interest Fees Due (add lines 8, 11 and 15)	16	\$67,758.05

** Note: Gross Washington intrastate operating revenue is defined as all revenue collected for the year from rates under tariffs and contracts on file at the Washington Utilities and Transportation Commission. The revenues subject to the Commission's regulatory fees are gross Washington intrastate operating revenues before deductions for uncollectibles, unbillables, or the payment of state and federal taxes, i.e. "Gross Revenues" means before any deductions from Revenue Receipts.

Washington Unified Business Identifier (UBI) No.: 600-030-043

(If you do not know your UBI No. please contact the Department of Licensing at 360-664-1400)

Annual Report Certification

I certify that I, John Huntoon, the responsible account officer for SHUTTLE EXPRESS have examined the foregoing report; that, to the best of my knowledge, information and belief, all statements of fact contained in said report are true and said report is a correct statement of the business and affairs of the above-named respondent in respect to each and every matter set forth therein during the period from January 1, 2009, to December 31, 2009, inclusive.

Name (Printed): JoAnn Huntoon Title: CFO

Signature: [Handwritten Signature] Date: 4-15-10

Online Annual Report Certification

I acknowledge that the foregoing Annual Report has been submitted electronically; that, to the best of my knowledge, information and belief, all statements of fact contained in all attached schedules are true and said report is a correct statement of the business and affairs of the above-named respondent in respect to each and every matter set forth therein during the period from January 1, 2009, to December 31, 2009, inclusive. I agree that my name typed in lieu of my handwritten signature shall be sufficient to deem the report complete.

Authorized By:
Please Type Full Name Here

Authorized Date:
Please Type Full Date Here

EXHIBIT 5

Equipment List

SHUTTLE EXPRESS OPERATED VEHICLES

#	DATE	VEHICLE #	YEAR	MAKE & MODEL	VIN NUMBER	LICENSE	PAX
1	10/17/2006	781	2006	Ford Econo Line 350	1FBSS31L56DB32433	B19010C	10
2	10/17/2006	782	2006	Ford Econo Line 350	1FBSS31L76DB32434	B19024C	10
3	10/17/2006	783	2006	Ford Econo Line 350	1FBSS31L96DB32435	B19027C	10
4	10/17/2006	784	2006	Ford Econo Line 350	1FBSS31L26DB32436	B19015C	10
5	10/17/2006	785	2006	Ford Econo Line 350	1FBSS31L46DB32437	B19012C	10
6	10/17/2006	786	2006	Ford Econo Line 350	1FBSS31L66DB32438	B19013C	10
7	10/17/2006	787	2006	Ford Econo Line 350	1FBSS31L26DB32439	B19025C	10
8	10/17/2006	788	2006	Ford Econo Line 350	1FBSS31L46DB32440	B19019C	10
9	10/17/2006	789	2006	Ford Econo Line 350	1FBSS31L66DB32441	B19023C	10
10	10/17/2006	791	2006	Ford Econo Line 350	1FBSS31LX6DB32443	B19011C	10
11	10/17/2006	792	2006	Ford Econo Line 350	1FBSS31L16DB32444	B19029C	10
12	10/17/2006	793	2006	Ford Econo Line 350	1FBSS31L36DB32445	B19018C	10
13	10/17/2006	794	2006	Ford Econo Line 350	1FBSS31L56DB32446	B19028C	10
14	10/17/2006	795	2006	Ford Econo Line 350	1FBSS31L76DB32447	B19021C	10
15	10/17/2006	796	2006	Ford Econo Line 350	1FBSS31L96DB32448	B19022C	10
16	10/17/2006	798	2006	Ford Econo Line 350	1FBSS31L56DB32450	B19026C	10
17	10/17/2006	799	2006	Ford Econo Line 350	1FBSS31L76DB32451	B19017C	10
18	10/17/2006	800	2006	Ford Econo Line 350	1FBSS31L96DB32452	B19020C	10
19	9/11/2007	801	2006	Ford Econo Line 350	1FBSS31L66HB00843	B43665K	10
20	9/11/2007	802	2006	Ford Econo Line 350	1FBSS31L26HB00838	B08645E	10
21	9/11/2007	803	2006	Ford Econo Line 350	1FBSS31L46HB00839	B08646E	10
22	9/11/2007	804	2006	Ford Econo Line 350	1FBSS31L26HB00841	B89951N	10
23	9/11/2007	805	2006	Ford Econo Line 350	1FBSS31LX6HB00845	B08648E	10
24	9/11/2007	806	2006	Ford Econo Line 350	1FBSS31L06HB00854	B39702K	10
25	9/11/2007	807	2006	Ford Econo Line 350	1FBSS31L46HB00856	B08651E	10
26	9/11/2007	808	2006	Ford Econo Line 350	1FBSS31L16DB18318	B08644E	10
27	9/11/2007	809	2006	Ford Econo Line 350	1FBSS31L26HA32038	B08649E	10
28	4/1/2008	810	2007	Ford Econo Line 350	1FBSS31L47DA26699	B16248G	10
29	5/6/08	811	2006	Ford E-350	1FBSS31L26DA90612	B39703K	10
30	5/6/08	812	2006	Ford E-350	1FBSS31L36DA90618	B51909G	10
31	5/6/08	813	2006	Ford E-350	1FBSS31L06DA90611	B51904G	10
32	5/6/08	814	2006	Ford E-350	1FBSS31L96DA90624	B51912G	10
33	5/6/08	815	2006	Ford E-350	1FBSS31L66DA90614	B51908G	10
34	5/6/08	816	2006	Ford E-350	1FBSS31L46DA90613	B51907G	10
35	5/6/08	817	2006	Ford E-350	1FBSS31L16DA90620	B51910G	10
36	5/6/08	818	2006	Ford E-350	1FBSS31L56DA90622	B51911G	10
37	5/6/08	819	2006	Ford E-350	1FBSS31L06DA90625	B51913G	10
38	5/6/08	820	2006	Ford E-350	1FBSS31L86DA90629	B51905G	10
39	5/30/08	821	2006	Ford E-350	1FBSS31L86DB28005	B53722G	10
40	7/7/09	822	2007	Ford E-350 XLT	1FBSS31L47DB25782	B35564L	10
41	7/7/09	823	2007	Ford E-350 XLT	1FBSS31L57DB25774	B35559L	10
42	7/7/09	824	2007	Ford E-350 XLT	1FBSS31L87DB25770	B35562L	10
43	7/7/09	825	2007	Ford E-350 XLT	1FBSS31L17DB25786	B35560L	10
44	7/7/09	826	2007	Ford E-350 XLT	1FBSS31L57DB25788	B35561L	10
45	7/7/09	827	2007	Ford E-350 XLT	1FBSS31L97DB25759	B35563L	10
46	7/7/09	828	2007	Ford E-350 XLT	1FBSS31L47DB35583	B35557L	10
47	7/7/09	829	2007	Ford E-350 XLT	1FBSS31L97DB35546	B35558L	10
48	7/7/09	830	2007	Ford E-350 XLT	1FBSS31L67DB35570	B35733L	10
49	7/17/09	831	2007	Ford E-350 XLT	1FBSS31L17DB42345	B71030L	10
50	7/23/09	832	2007	Ford E-350 XLT	1FBSS31L27DB25263	B71029L	10
51	3/23/2007	302	2006	Ford Econo Line 350	1FBSS31L36HA92796	XVAN302	10
52	3/23/2007	303	2006	Ford Econo Line 350	1FBSS31L76HB41790	XVAN303	10
53	3/23/2007	304	2006	Ford Econo Line 350	1FBSS31L26HA02683	XVAN304	10
54	3/23/2007	305	2006	Ford Econo Line 350	1FBSS31L96HA02695	XVAN305	10
55	3/23/2007	306	2006	Ford Econo Line 350	1FBSS31L06HA88284	XVAN306	10

58	3/23/2007	309	2006	Ford Econo Line 350	1FBSS31LX6HA32272	XVAN309	10
59	9/11/2007	310	2006	Ford Econo Line 350	1FBSS31L06DA19800	XVAN310	10
60	9/11/2007	311	2006	Ford Econo Line 350	1FBSS31L56DA19808	XVAN311	10
61	8/1/2009	320	2007	Ford E-350 Extended	1FBSS31L17DA31651	B71031L	10
62	8/1/2009	321	2006	Ford E-350 Extended	1FBSS31LX6HB29634	B71033L	10
63	8/1/2009	322	2006	Ford E-350 Extended	1FBSS31L96HA47779	B71035L	10
64	8/1/2009	323	2006	Ford E-350 Extended	1FBSS31L56HA47780	B71032L	10
65	8/1/2009	324	2006	Ford E-350 Extended	1FBSS31L86HB12394	B71034L	10

Shuttle Express Owned & Operated - ADA Van

#	DATE	VEHICLE #	YEAR	MAKE & MODEL	VIN NUMBER	LICENSE	PAX
1	8/31/2004	200	2005	Chevy ADA Van	1GBDV13E95D114535	A10771W	6
2	12/30/2009	201	2008	Chevy Uplander ADA Van	1GBDV13W18D210933	546ZRZ	6

#	DATE	VEHICLE #	YEAR	MAKE & MODEL	VIN NUMBER	LICENSE	PAX
1	5/11/2010	900	2010	Ford E-350 S-DUT	1FBSS3BLGADA66661	AAR0639	10
2	5/11/2010	901	2010	Ford E-350 S-DUT	1FBSS3BL1ADA66664	AAR0636	10
3	5/11/2010	902	2010	Ford E-350 S-DUT	1FBSS3BLXADA66663	AAR0635	10
4	5/11/2010	903	2010	Ford E-350 S-DUT	1FBSS3BL8ADA66662	AAR0638	10
5	5/11/2010	904	2010	Ford E-350 S-DUT	1FBSS3BL3ADA66665	AAR0637	10
6	5/11/2010	905	2010	Ford E-350 S-DUT	1FBSS3BL5ADA66666	AAR0631	10
7	5/11/2010	906	2010	Ford E-350 S-DUT	1FBSS3BL7ADA66667	AAR0632	10
8	5/11/2010	907	2010	Ford E-350 S-DUT	1FBSS3BL9ADA66668	AAR0633	10
9	5/11/2010	908	2010	Ford E-350 S-DUT	1FBSS3BL0ADA66669	AAR0630	10
10	5/11/2010	909	2010	Ford E-350 S-DUT	1FBSS3BL7ADA66670	AAR0634	10

EXHIBIT 6

Map of Retained Authority

(Seattle-Tacoma Airport to Cruise Ship Terminals)



PORTLAND, OREGON
SEATTLE, WASHINGTON
VANCOUVER, WASHINGTON
CENTRAL OREGON
WWW.MILLERNASH.COM

4400 Two Union Square
601 Union Street
Seattle, Washington 98101-2352
OFFICE 206.622.8484
FAX 206.622.7485

FACSIMILE TRANSMISSION

DATE: November 4, 2010

REFERENCE:

501840-0040

To:

NAME:

FAX NO.:

PHONE NO.:

1-360-586-1181

Washington Utilities &
Transportation Commission

FROM: Brooks E. Harlow

PHONE:

(206) 777-7406

RE: Auto Transportation Company Application

NUMBER OF PAGES WITH COVER PAGE:

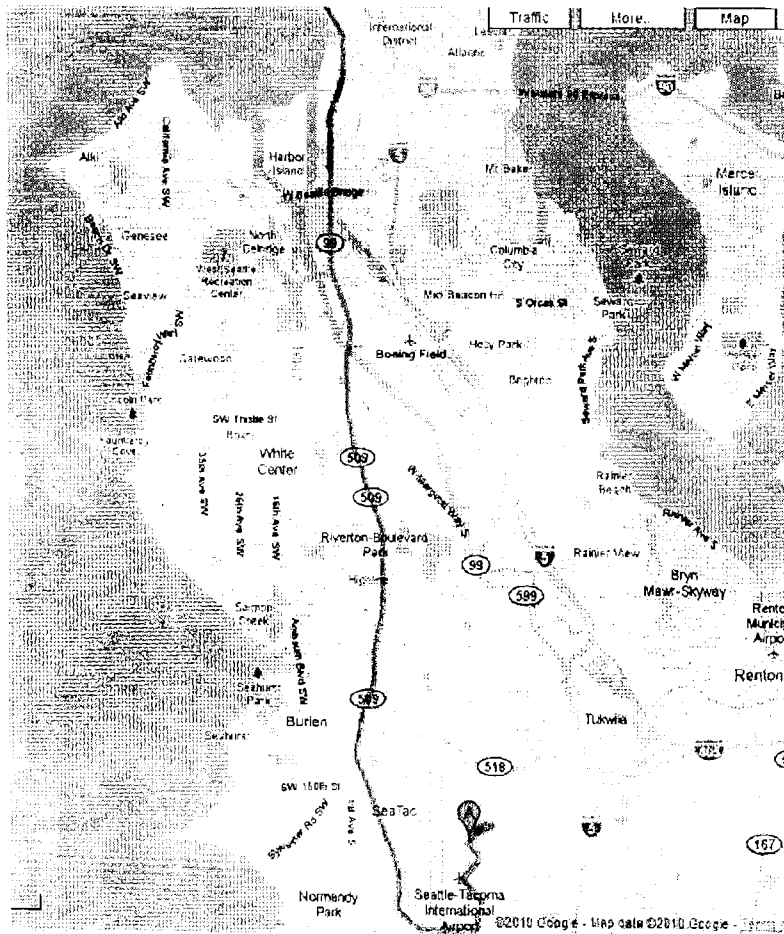
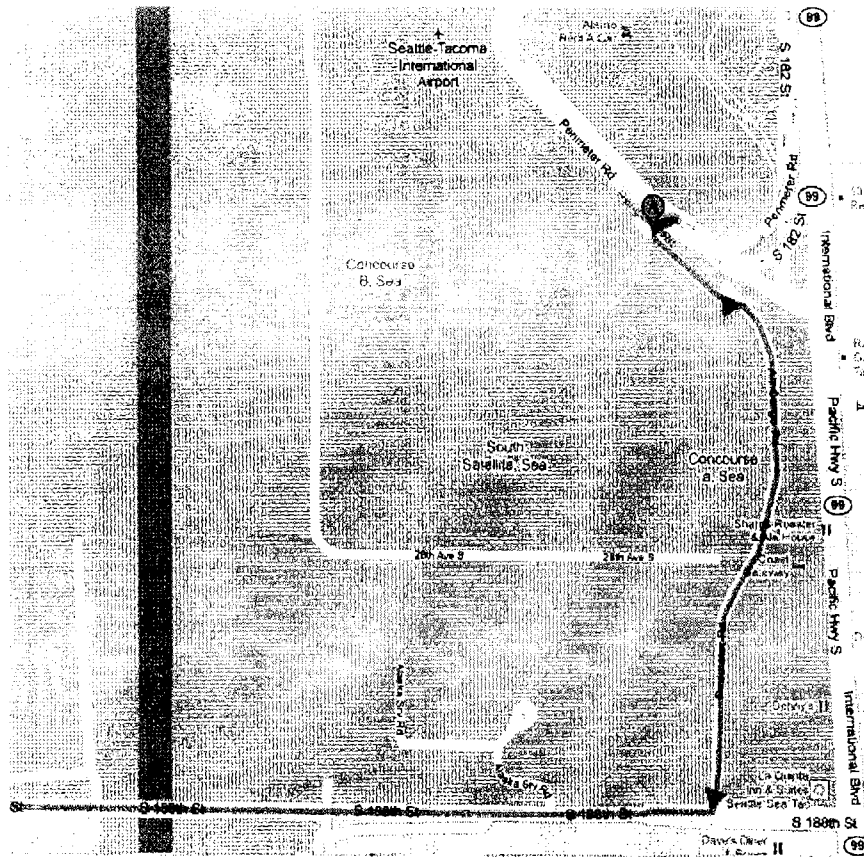
42

Message:

See attached.

CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS FACSIMILE IS CONFIDENTIAL AND MAY ALSO CONTAIN PRIVILEGED ATTORNEY-CLIENT INFORMATION OR WORK PRODUCT. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY USE, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THE FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ADDRESS ABOVE VIA THE U.S. POSTAL SERVICE. THANK YOU.



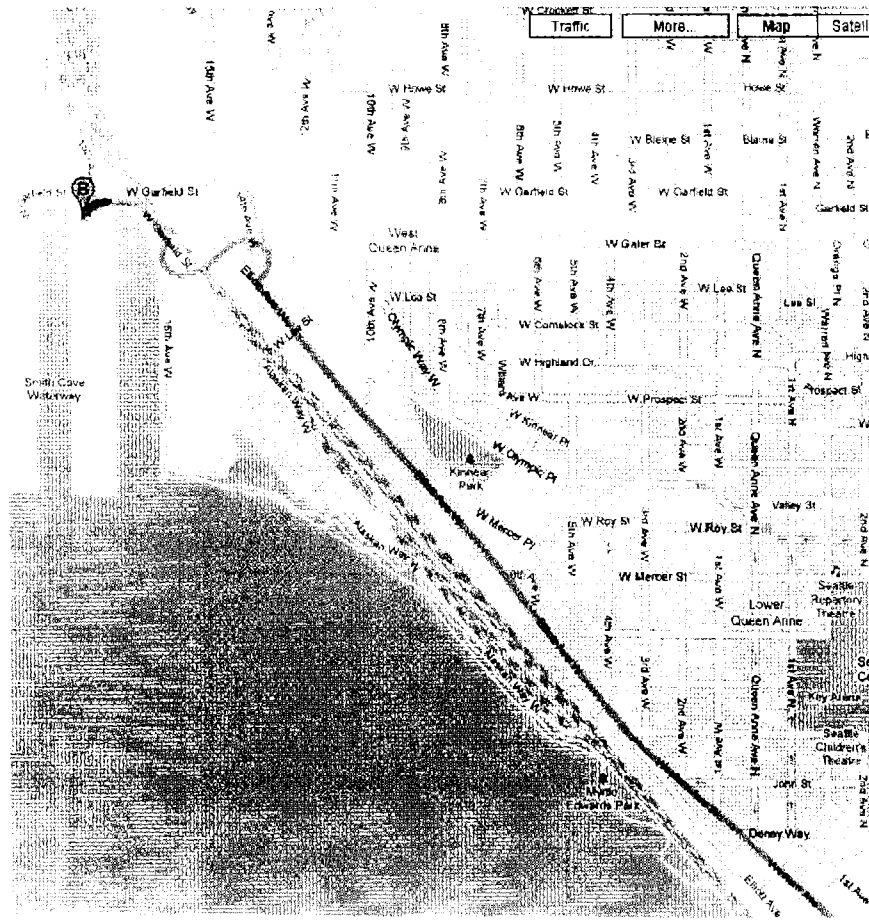


EXHIBIT 7

**Asset Purchase Agreement by and among Shuttle Express,
Inc. and Evergreen Trails, Inc.**

ASSET PURCHASE AGREEMENT

by and among

SHUTTLE EXPRESS, INC.

And

EVERGREEN TRAILS, INC.

Dated

November 3, 2010

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is dated as of the ____ day of November, 2010, by and among SHUTTLE EXPRESS, INC., a Washington corporation having an address of 800 SW 16th Street, Renton, Washington ("Buyer"), and EVERGREEN TRAILS, INC., a Washington corporation having an address of c/o Transportation Management Services, Inc., 17810 Meetinghouse Road, Suite 200, Sandy Spring, Maryland 20860, Attention: President ("Seller"). This Agreement contemplates the execution, delivery and performance of certain other related documents (collectively, the "Related Documents"), which include, without limitation, an Assignment and Assumption Agreement.

RECITALS

- A. Seller is engaged in the business of providing transportation and transportation-related services;
- B. Buyer is engaged in the business of providing transportation and transportation-related services;
- C. The Seller holds a license issued by the Washington Utilities and Transportation Commission (the "License") that authorizes Seller to provide certain transportation services.
- D. Pursuant to the License, Seller has the authority to provide transportation of airline passengers and flight crews between Seattle Tacoma Airport on the one hand, and hotels and air and ground transportation offices and facilities in Seattle on the other hand, at rates substantially higher than the fares of regular common carriers (the "Licensed Authority").
- E. The Seller desires to sell and Buyer desires to purchase the Licensed Authority, along with certain related assets, on the terms and conditions hereinafter set forth, free and clear of all liabilities, liens and encumbrances whatsoever, as more particularly described below.

NOW, THEREFORE, in consideration of the matters set forth in the Recitals and the mutual agreements, representations, warranties, covenants and conditions herein contained, and for other good and valuable consideration, both the receipt and legal sufficiency of which are hereby acknowledged, the Seller, and Buyer intending to be legally bound, hereby agree as follows:

- 1. Recitals. The foregoing recitals are hereby made an integral part of this Agreement.
- 2. Purchase and Sale. Seller agrees to sell, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, the assets of Seller set forth in Section 5 of this Agreement (collectively, the "Assets"), in exchange for payment by Buyer of the Purchase Price (hereinafter defined) in accordance with the terms and subject to the satisfaction of the conditions set forth in this Agreement.
- 3. Purchase Price. The price to be paid by Buyer for the purchase of the Assets shall be Two Hundred Thousand Dollars (\$200,000.00) (the "Purchase Price"), which shall be paid by Buyer to Seller in certified funds at Closing.

4. Closing Date and Place. The transactions contemplated hereby shall be consummated at a closing ("**Closing**") to be held at the offices of the Seller located at 4500 West Marginal Way, SW, Seattle, Washington, or at such other place as the parties may mutually agree in writing. The date on which the Closing actually occurs shall be referred to as the "**Closing Date**". At Closing, Seller shall sell, assign, transfer, convey and deliver the Assets to Buyer in accordance with the terms and conditions of this Agreement. Buyer shall pay to Seller the Purchase Price, in accordance with the terms and conditions of this Agreement, and the parties shall execute and deliver all other documents and do all other acts and things required to be executed, delivered or performed at Closing in accordance with the terms and conditions of this Agreement.

5. The Assets. The Assets being conveyed pursuant to this Agreement are:

- (a) All of Seller's rights and interests in the Licensed Authority; and
- (b) All of Seller's rights and interests in the name "Downtown Airporter."

6. Assets and Liabilities Not Assumed by Buyer.

(a) Assets Not Assumed by Buyer. Buyer shall not buy and does not and will not assume any of Seller's assets, except for those set forth in Section 5 of this Agreement, including without limitation, the authority or rights granted to Seller under the License that are not expressly deemed Licensed Authority as defined in the Recitals of this Agreement.

(b) Liabilities Not Assumed by Buyer. Buyer shall not buy and does not and will not assume any liabilities or obligations of any kind or nature, contractual or otherwise, of Seller.

7. Representations and Warranties of Seller. The representations and warranties made by the Sellers in this Section 7 are made as of the Closing Date, and shall survive Closing. Seller hereby represents and warrants to Buyer that:

(a) Duly Incorporated. Seller is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of Washington.

(b) Corporate Authority. Seller has full corporate power and authority to execute and deliver this Agreement, and no other corporate proceeding on the part of Seller is necessary to perform and consummate the transactions contemplated by this Agreement.

(c) Binding Effect. This Agreement has been duly executed and delivered by Seller. This Agreement constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as its terms may be limited by (i) bankruptcy, insolvency or similar laws affecting creditors' rights generally, or (ii) general principles of equity, whether considered in a proceeding in equity or at law.

(d) No Breach or Conflict Provisions. The execution and delivery by Seller of this Agreement, and the consummation of the transactions contemplated herein, will not conflict with, violate or result in any breach of the terms, conditions and provisions of, or constitute a default under, the Certificate of Incorporation, Bylaws or any other charter document, of Seller.

(e) Claims and Litigation. There is no unsatisfied or unsettled claim, judgment, lien, deficiency, assessment, litigation or suit pending or, to Seller's knowledge, threatened against Seller or the Assets which, if determined adversely to Seller, would impair the value of the Assets. Seller hereby covenants and agrees that it will immediately notify Buyer, in writing, of any claim, judgment, lien, deficiency, assessment or suit arising subsequent to the date of this Agreement and prior to the Closing Date.

(f) Commission. Seller has not made any agreement or taken any action which may cause anyone to become entitled to a commission or finder's fee as a result of the transactions contemplated by this Agreement.

(g) Accuracy of Representations. No representation or warranty made by Seller contained in this Agreement, and no statements contained in any certificate, affidavit, list, instrument, exhibit, schedule or document furnished or to be furnished to Buyer pursuant hereto or in connection with the transaction herein contemplated, contains or will contain any untrue statement of fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading and there is no other fact or condition known to Seller which adversely affects or which may adversely affect any of the Assets or Buyer's rights under this Agreement.

(h) Consents of Governmental Authorities. Except for the Washington Utilities and Transportation Commission's approval of the application attached hereto as Exhibit A (the "Application"), to Seller's knowledge, no consent, waiver, agreement, approval or authorization of, or declaration, filing, notice or registration to or with, any federal, state, county or municipal authorities is required to be made or obtained by Seller in connection with the execution, delivery and performance of this Agreement or any other document or agreement contemplated herein, or the consummation of the transactions contemplated hereby and thereby.

8. Representations and Warranties of Buyer. The representations and warranties made by the Buyer in this Section 8 are made as of the Closing Date, and shall survive the Closing. Buyer hereby represents and warrants to Seller that:

(a) Duly Incorporated. Buyer is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of Washington.

(b) Corporate Authority. Buyer has full corporate power and authority to execute and deliver this Agreement, and no other corporate proceeding on the part of Buyer is necessary to perform and consummate the transactions contemplated by this Agreement.

(c) Binding Effect. This Agreement has been duly executed and delivered by Buyer. This Agreement constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as its terms may be limited by (i) bankruptcy, insolvency or similar laws affecting creditors' rights generally, or (ii) general principles of equity, whether considered in a proceeding in equity or at law.

(d) No Breach or Conflict Provisions. The execution and delivery by Buyer of this Agreement, and the consummation of the transactions contemplated herein, will not conflict with, violate or result in any breach of the terms, conditions and provisions of, or constitute a default under, the Certificate of Incorporation, Bylaws or any other charter document, of Buyer.

(e) Claims and Litigation. There is no unsatisfied or unsettled claim, judgment, lien, deficiency, assessment, litigation or suit pending or, to Buyer's knowledge, threatened against Buyer which, if determined adversely to Buyer, would impair Buyer's ability to perform under this Agreement. Buyer hereby covenants and agrees that it will immediately notify Seller, in writing, of any claim, judgment, lien, deficiency, assessment or suit arising subsequent to the date of this Agreement and prior to the Closing Date.

(f) Commission. Buyer has not made any agreement or taken any action which may cause anyone to become entitled to a commission or finder's fee as a result of the transactions contemplated by this Agreement.

(g) Accuracy of Representations. No representation or warranty made by Buyer contained in this Agreement, and no statements contained in any certificate, affidavit, list, instrument, exhibit, schedule or document furnished or to be furnished to Seller pursuant hereto or in connection with the transaction herein contemplated, contains or will contain any untrue statement of fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading and there is no other fact or condition known to Buyer which adversely affects or which may adversely affect Buyer's ability to perform under this Agreement.

(h) Consents. Except for the Application, to Buyer's knowledge, no consent, waiver, agreement, approval or authorization of, or declaration, filing, notice or registration to or with, any federal, state, county or municipal authorities is required to be made or obtained by Buyer in connection with the execution, delivery and performance of this Agreement or any other document or agreement contemplated herein, or the consummation of the transactions contemplated hereby and thereby

(i) Due Diligence. Buyer acknowledges and agrees that it has completed a comprehensive due diligence review relating to the Assets.

(j) Certain Transportation Services. Buyer does not currently provide transportation services to walk-up passengers from water transportation offices and facilities to Seattle or otherwise. Buyer agrees and acknowledges that this Agreement and the consummation of the transactions contemplated herein, shall not be construed to alter, amend or otherwise affect any existing agreements Buyer may have with unrelated parties in connection with those transportation services, or with any authority Buyer currently has to provide transportation services.

9. Conditions to Buyer's Obligation. Buyer's obligations hereunder, including, without limitation, Buyer's obligation to purchase the Assets and pay the Purchase Price, is subject to the following conditions:

(a) The representations and warranties contained in Section 7 above shall be accurate, correct and not breached as of the Closing Date;

(b) Seller shall have performed all obligations required to be performed under this Agreement at or prior to Closing;

(c) Seller shall have delivered to Buyer at or prior to Closing of the following, in form reasonably satisfactory to counsel for Buyer:

(i) all good and sufficient instruments of assignment and transfer as shall be effective to vest in Buyer good and marketable title to the Assets; and

(ii) a Form 8594, and such other consents, certificates, documents and instruments as are required to consummate the transaction set forth herein.

(d) Seller shall have the right, power and ability to transfer good and marketable title to all of the Assets to Buyer in accordance with the terms hereof;

(e) Seller shall fully perform all of its respective covenants and other obligations under this Agreement which are required by the terms thereof to be performed at or prior to Closing;

(f) there shall have been no determination by Buyer, acting in good faith, that the consummation of the transactions contemplated by this Agreement has become inadvisable or impracticable by reason of the institution or threat by any person or governmental authority of litigation, proceedings or other action against Buyer or Seller, or any material adverse change in law, regulation, rules or orders, including, without limitation, those applicable to Seller;

(g) Seller shall have received all necessary consents and approvals of all interested third parties;

(h) Assets shall be free and clear of any mortgages, liens, charges, leases, restrictions, encumbrances, pledges, covenants, attachments, and security interests prior to Closing; and

(i) Buyer shall have received, at or prior to the Closing, all other documents and certificates required to be delivered by Seller pursuant to the terms of this Agreement.

10. Conditions to Seller's Obligation. Seller's obligations hereunder, including, without limitation, Seller's obligation to transfer the Assets at Closing, are subject to the following conditions:

(a) The representations and warranties of Buyer contained in Section 8 above, shall be correct, accurate and not breached as of Closing;

(b) Buyer shall have performed all obligations required of Buyer to be performed at or prior to Closing;

(c) Buyer shall have received approval of the Application;

(d) Seller shall have received all necessary consents and approvals of all interested third parties;

(e) Buyer shall have delivered to Buyer all Related Documents as may be reasonably requested to consummate the transactions contemplated by this Agreement;

(f) Seller shall have received a release of lien from any lender with a security interest in the Assets, including Holland America Line Inc.; and

(g) At Closing, Seller shall have received all amounts due to be paid by Buyer for the Assets.

11. Post Closing Matters.

(a) Further Assurances. After Closing, each of the parties hereto agrees to execute and deliver to the other all such additional or confirmatory instruments and documents as may be reasonably requested to evidence or perfect the sale, assignment, transfer and conveyance to Buyer of the Assets.

(b) Use of Name. Immediately after the Closing Date, Seller shall cease using the name "Downtown Airporter", or any derivation or abbreviation thereof. Seller shall execute and deliver to Buyer all documents requested by Buyer which are necessary or convenient to confirm with all appropriate governmental offices that Seller shall have no further rights to use or operate its business under such name or any derivation of such name.

12. Notices. All notices under this Agreement shall be in writing, and shall be sufficient in all respects if delivered in person or sent by a nationally recognized overnight courier or U.S. certified mail (return receipt requested) to the party at the address provided for in the opening paragraph of this Agreement, or to such other address as either party shall designate by notice in writing to the other in accordance herewith. All notices hereunder shall be effective as of the date of delivery, if delivered in person or by overnight courier, or, if mailed, two (2) days following the date deposited, postage prepaid, in the mail.

13. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties, and their respective personal representatives, successors, and assigns. Nothing expressed or implied herein is intended or shall be construed to confer upon or to give any person, firm or corporation other than the parties hereto and their legal representatives any rights or benefits under or by reason of this Agreement.

14. Integration. This Agreement, the exhibits hereto and the documents to be delivered pursuant hereto, supersede all prior negotiations, constitute the entire agreement between the parties hereto and can be amended only by written agreement signed by such parties.

15. Governing Law. This Agreement shall be construed and enforceable in accordance with the laws of the State of Washington, without regard to its conflicts of law provisions.

16. Headings. The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

17. Expenses. Except as otherwise provided herein, and whether or not the transactions contemplated herein are consummated, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

18. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares

that any term or provision hereof is invalid or unenforceable, the parties agree that the body making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

19. Survival. All representations, warranties, covenants, agreements, indemnities and other obligations made or incurred in or pursuant to this Agreement shall survive Closing and continue for a period of two years thereafter.

20. Tax Treatment. The parties shall treat and report the transactions contemplated by this Agreement in all respects consistently for purposes of any federal, state or local tax, including without limitation, with respect to calculation of gain, loss and basis with reference to the Purchase Price allocations made pursuant to this Agreement. The parties hereto shall not take any actions or positions inconsistent with the allocations set forth herein or in any exhibit delivered herewith.

21. Right to Consult Independent Counsel. The parties hereby acknowledge and agree that each party has had adequate opportunity to consult with competent independent legal counsel of the respective party's choice concerning the meaning and effect of each term and provision in this Agreement, and each party has either so consulted with counsel or voluntarily waived any right to independent counsel.

22. Miscellaneous.

(a) This Agreement shall not be deemed to create or constitute a joint venture or partnership between Seller and Buyer.

(b) In the event of any action by a party to this Agreement to enforce any and all of its provisions, the prevailing party as to each issue litigated may pray for such party's costs (including but not limited to reasonable counsel fees) and said costs shall be paid by the non-prevailing party to the prevailing party in such amount as the court hearing such matter shall deem meet and proper.


(c) This Agreement shall not be assignable by any party hereto without the prior written consent of the other party hereto.

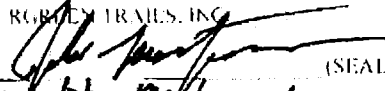
[Signatures appear on the following page.]

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

ATTEST/WITNESS:


SELLER:


Name: Michelle Hora
Title: Administrative Coordinator

EVERGREEN TRAILS, INC.
By:  (SEAL)
Name: John Magrann
Title: Sr. Vice President

ATTEST/WITNESS:

BUYER:


Name: Elizabeth Vintelas
Title: Human Resource Assistant

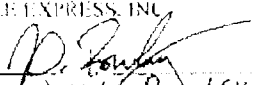
SHUTTLE EXPRESS, INC.
By: 
Name: Dan Rowley
Title: President

EXHIBIT A

[WUTC Application]