

TE-131544-CT



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@utc.wa.gov

APPLICATION FOR CHARTER AND EXCURSION CARRIER SERVICE CERTIFICATE

Application Fee and Initial Regulatory Fees due at time of application:
\$200 PLUS \$25 PER VEHICLE

Passenger Charter and Excursion Carrier Services	Fee Required
Application fee (Application for new certificate, to reinstate a previously canceled certificate, or to transfer an existing certificate to a new owner or business structure)	\$200.00 <i>CI+62961</i>
Name Change (Application to change a company's corporate name, change a trade name, add a new trade name, or change the surname of an individual owner or partner)	\$ 35.00
Regulatory Fee (per vehicle)	\$ 25.00
TYPE OF PAYMENT	
<input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Money Order <input checked="" type="checkbox"/> AMEX <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa	
Credit Card Information (if applicable) _____ Exp Date: _____ Month/Y.	
Amount \$ <u>335.00</u> Approval code <u>103140</u> Company Name: <u>Learnworth Shuttle/Taxi LLC</u>	
CERTIFICATION: I, the undersigned, under penalty for false statement, certify that the following information is true and correct, that I am authorized to execute and file this document on behalf of the applicant, and that all information on file is current and valid.	
Cardholder's signature: <u><i>[Signature]</i></u>	Date: <u>4/10/13</u>

(For Commission Use Only)	Company ID: <u>7262</u>	Docket TE- <u>130534</u>
111 0268 232 01 <u>100-</u>	Date Filed: <u>4/15/13</u>	Safety Inspection: <u>OK</u>
111 0268 232 02 <u>235-</u>	Reg Fees: <u>OK X 4</u>	Insurance: <u>OK</u>
111 0268 232 03	DOL: <u>OK</u>	SOS: <u>OK</u>
111 0268		

044551

need to refund \$35-

Requested 4/15/13

*Postel
ZMS
ASW*

Leavenworth Shuttle & Taxi LLC

SECTION 1 - APPLICANT INFORMATION

Name of Applicant: David Witt (Leavenworth Shuttle & Taxi LLC)

Trade Name(s) (if applicable): _____

Mailing Address:

Physical Address:

Street P.O. Box 1041
City Leavenworth
State/Zip WA 98820

Street 11610 Eagle Ln Rd.
City Leavenworth
State/Zip WA 98820

Phone Number: 509-548-7433

Fax Number: _____

UBI #: 603-286-4750

E-Mail: Leavenworth Shuttle @ outlook.com

Type of business structure:

Individual

Partnership

Corporation

Other (LP, LLP, LLC) LLC

List the name, title, and percentage of partner's share or stock distribution for major stockholders:

Name	Title	Stock Distributions or Percentage of Shares
<u>David Witt</u>	<u>Pres.</u>	<u>50%</u>
<u>Lucinda Witt</u>	<u>VP</u>	<u>50%</u>

List other certificates or permits held with the commission: _____

List your USDOT # 2393914 OL (If you don't have one you can go online at www.fmcsa.dot.gov/online-registration or contact the Washington State Patrol at 360-596-3812 for assistance.)

SECTION 2 - EQUIPMENT

(Attach additional sheets if necessary)

License Number	Year And Make Of Vehicle	Vehicle ID Number	Seating Capacity
	<u>12 PainsV, Toyota</u>	<u>STD2N3ED2C3164911</u>	<u>4</u>
	<u>91 Orion Bus</u>	<u>2B1119774M6002164</u>	<u>30</u>
	<u>09 GMC Savana</u>	<u>1GJ4G39K691134502</u>	<u>14</u>
	<u>09 GMC Savana</u>	<u>1G54G39K141155662</u>	<u>14</u>

SECTION 3 – 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: Brian Thomas Pardon
David W. H.

Position: Employee
Truck

OPERATIONAL RESPONSIBILITIES

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

ANNUAL REPORTS AND REGULATORY FEES. You must file an annual safety report and pay regulatory fees by December 31 of each year.

Name: David W. H.

Position: Truck

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, Internal Revenue Service and Employment Security.

Name: David W. H.

Position: Truck

SECTION 4 – DECLARATION OF APPLICANT

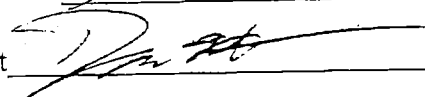
I understand that filing this application does not in itself constitute authority to operate as a passenger charter and excursion carrier.

As the applicant for a passenger charter and excursion certificate, I understand the responsibilities of a charter and excursion carrier, and I am in compliance with all local, state, and federal regulations governing business in the State of Washington.

I certify under penalty of perjury under the laws of the State of Washington that the information contained in this application is true and correct.

I certify that I am authorized to execute and file this document.

Printed name of applicant David Witt

Signature of applicant 

Date 4-10-14 County, State Chelan, WA

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION
P.O. BOX 47250 Olympia, WA 98504-7250

CHARTER AND EXCURSION REGULATORY FEE CALCULATION SCHEDULE

Company Name Leavenworth Shuttle & Taxi LLC

In accordance with RCW 81.70.350 "Regulatory Fees", the Commission requires Charter and Excursion companies to file reports of the number of vehicles operated by the company and pay the sum of \$25 for each vehicle operated. There is a minimum fee of \$25.

1 Total number of vehicles operated

4

2 Total Regulatory Fees owed (enter amount from line 1)

4	x 25.00 =	\$ 100
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There is a minimum fee of \$25.00.

<p>(For Commission Use Only) 001-111-02-68-232-01 Reception Number:</p>	<p>Docket TE-</p>	<p>Certificate No:</p>
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ACCEPTABLE ONLY IF DOCKET NUMBER CERTIFICATE NUMBER OR PERMIT NUMBER IS SPECIFIED. No. _____

Approved _____

Form E

UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY
DAMAGE LIABILITY CERTIFICATE OF INSURANCE
(Executed in Triplicate)

Filed with WUTC
(Name of Commission) (hereinafter called Commission)

This is to certify, that the ZURICH AMERICAN INSURANCE COMPANY OF ILLINOIS
(Name of Company)

(hereinafter called Company) SCHAUMBURG, IL
(Home Office Address of Company)

has issued to LEAVENWORTH SHUTTLE & TAXI LLC to 11610 EAGLE CREEK RD LEAVENWORTH, WA 98826
(Name of Motor Carrier) (Address of Motor Carrier)

a policy or policies of insurance effective from 04/17/2013 12:01 A.M. standard time at the address of the insured stated in said policy or policies and continuing until canceled as provided herein, which by attachment of the Uniform Motor Carrier Bodily Injury and Property Damage Liability Insurance Endorsement, has or have been amended to provide automobile bodily injury and property damage liability insurance covering the obligations imposed upon such motor carrier by the provisions of the motor carrier law of the State in which the Commission has jurisdiction or regulations promulgated in accordance herewith.

Whenever requested, the Company agrees to furnish the Commission a duplicate original of said policy or policies and all endorsements thereon.

This certificate and the endorsement described herein may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the Company or the insured giving thirty (30) days' notice in writing to the State Commission, such thirty (30) days' notice to commence to run from the date notice is actually received in the office of the Commission.

Countersigned at 1333 S RUSTLE RD SPOKANE WA 99224
(Street Address) (City) (State) (Zip Code)

this 17TH day of APRIL 2013

INS. CO. ID# _____



(Authorized Company Representative)

Insurance Company File No. BAP-9016710
(Policy Number)

PO BOX 19150 SPOKANE, WA 99219
(Address of Authorized Company Representative)



STATE OF WASHINGTON

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250

(360) 664-1160 • TTY (360) 586-8203

Leavenworth Shuttle & Taxi LLC
PO Box 1041
Leavenworth WA 98826

April 16, 2013

Notice of Deficient Application – TE-130534

The following items either need to be completed and/or corrected for prompt processing of your application for operating authority:

- X Per WAC 480-30-086, a company may not operate under a company name or trade name that is similar to that of another company. If use of the similar name misleads the public. Since CH-62961 already uses the name of Leavenworth Shuttle & Taxi, **you will not be able to use that name.**
- X Please resubmit your application with a new name. Note, you will have to update all of your numbers to reflect the new legal name.
- X Obtain a Uniform Motor Carrier Certificate of Insurance (Form E) from your insurance company. The insurance must show your Legal Name.
- X After we have a Uniform Motor Carrier Certificate on file, our Compliance staff we will contact you to set up a CVSA safety inspection of your vehicle(s).

Handwritten note: this company bought

If you have questions or concerns, feel free to contact me at 360-664-1170 or e-mail at tleipski@utc.wa.gov. Our fax number is 360-586-1181.

Sincerely,

Tina Leipski
Licensing Services

VENDOR NAME AND ADDRESS LEAVENWORTH SHUTTLE & TAXI LLC PO BOX 1041 LEAVENWORTH, WA 98826	AGENCY NUMBER 2150	LOCATION CODE	
	AGENCY P.R. OR AUTHORIZATION NUMBER REFUND		
	AGENCY NAME AND LOCATION UTILITIES AND TRANSP. COMM. 1300 S. EVERGREEN PK DRIVE S.W. P.O. BOX 47250 OLYMPIA, WA 98504-7250		
FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (FOR REPORTING PERSONAL SERVICES CONTRACT PAYMENTS TO I.R.S.)		RECEIVED BY BUSINESS OFFICE	DATE RECEIVED

USE SPACE BELOW AS A WORKSHEET TO DEVELOP OR EXPLAIN THE GOODS OR SERVICES PURCHASED

STAPLE INVOICES ON BACK

REVENUE REFUND - Applicant submitted new Charter/Excursion app and paid all fees listed.

RECEPTION OR FIELD RECEIPT NO. 44551 DATED 04-14-13 \$35.00

PREPARED BY Tina Leipski <i>[Signature]</i>		TELEPHONE NUMBER 664-1170		DATE 4/18/13		AGENCY APPROVAL <i>[Signature]</i>		DATE								
DOC. DATE		PMT DUE DATE		CURRENT DOC. NO.		REF. DOC. NO.		VENDOR NUMBER VOD1		VENDOR MESSAGE		USE TAX		UBI NUMBER		
REF DOC SUF	TRANS CODE	M O D	FUN D	MASTER INDEX APPN INDEX	PROGRAM INDEX	SU B OBJ	SUB SUB OBJECT	ORG INDEX	WORK CLASS ALLOC	COUNTY BUDGET UNIT	CITY TOWN MOS	PROJEC T	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER
	198		111			02	68								\$35.00	REFUND
ACCOUNTING APPROVAL FOR PAYMENT										DATE		WARRANT TOTAL \$35.00		WARRANT NUMBER		

TE-130534-CT



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P.O. Box 47250
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\$200 PLUS \$25 PER VEHICLE

Passenger Charter and Excursion Carrier Services	Fee Required
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Name Change (Application to change a company's corporate name, change a trade name, add a new trade name, or change the surname of an individual owner or partner)	\$ 35.00
Regulatory Fee (per vehicle)	\$ 25.00

TYPE OF PAYMENT

Cash
 Check
 Money Order
 AMEX
 MasterCard
 Visa

Exp Date
Month/Y.

Credit Card Information (if applicable)

Amount \$ 335.00
 Approval code 103440
 Company Name: Learmonth Shuttle/Taxi LLC

CERTIFICATION: I, the undersigned, under penalty for false statement, certify that the following information is true and correct, that I am authorized to execute and file this document on behalf of the applicant, and that all information on file is current and valid.

Cardholder's signature: [Signature]
 Date: 4/10/13

(For Commission Use Only)	Company ID: <u>7262</u>	Docket TE- <u>130534</u>
111 0268 232 01 <u>100-</u>	Date Filed: <u>4/15/13</u>	Safety Inspection:
111 0268 232 02 <u>235-</u>	Reg Fees: <u>all x 4</u>	Insurance: <u>[Signature]</u>
111 0268 232 03	DOL: <u>all</u>	SOS: <u>[Signature]</u>
111 0268		

044551 need to refund \$35-

Revised 08-11

Page 2 of 7
Postel
ZMS
ASW

Heavenworth Shuttle & Taxi LLC

SECTION 1 - APPLICANT INFORMATION

Name of Applicant: David Witt (Heavenworth Shuttle & Taxi LLC)

Trade Name(s) (if applicable): _____

Mailing Address:

Physical Address:

Street P.O. Box 1041
 City Leavenworth
 State/Zip WA 98826

Street 11610 Eagle C. Rd.
 City Leavenworth
 State/Zip WA 98826

Phone Number: 509-548-7433

Fax Number: _____

UBI #: 603-286-4750

E-Mail: Leavenworthshuttle@outlook.com

Type of business structure:

- Individual
 Partnership
 Corporation
 Other (LP, LLP, LLC)

List the name, title, and percentage of partner's share or stock distribution for major stockholders:

Name	Title	Stock Distributions or Percentage of Shares
<u>David Witt</u>	<u>Pres.</u>	<u>50%</u>
<u>Lucinda Witt</u>	<u>VP</u>	<u>50%</u>

List other certificates or permits held with the commission: _____

List your USDOT # 2393914 (If you don't have one you can go online at www.fmcsa.dot.gov/online-registration or contact the Washington State Patrol at 360-596-3812 for assistance.)

SECTION 2 - EQUIPMENT

(Attach additional sheets if necessary)

License Number	Year And Make Of Vehicle	Vehicle ID Number	Seating Capacity
	<u>12 Prius V, Toyota</u>	<u>JTD2LN3EVD2C314911</u>	<u>4</u>
	<u>11 Orion Bus</u>	<u>2B1119774M6002164</u>	<u>30</u>
	<u>09 GMC Savana</u>	<u>1GTHG39K691134502</u>	<u>14</u>
	<u>09 GMC Savana</u>	<u>1G5HG39K191155662</u>	<u>14</u>

CONTRACT FOR PURCHASE AND SALE
OF THE D/B/A
LEAVENWORTH SHUTTLE AND TAXI

1. Agreement. Pursuant to this agreement (this "Agreement"), the undersigned, LEAVENWORTH'S ENCHANTED TOURS LLC, a Washington limited liability company, d/b/a Leavenworth Shuttle and Taxi, as Seller, hereby sells and the undersigned, LEAVENWORTH SHUTTLE & TAXI, LLC, a Washington limited liability company, as Purchaser, hereby purchases the following described property, together with any and all fittings, attachments and equipment (hereinafter called the "Property") at the price and on the terms and conditions hereinafter set forth:

See Exhibit "A" attached hereto and incorporated by
this reference as though fully set forth.

2. Purchase Price. The total purchase price is One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00) payable as follows:

a. Down Payment. Subject to reduction for the credit at closing as set forth in Subparagraph e of this Paragraph 2, Purchaser shall pay at closing a down payment of Twenty-five Thousand and No/100 Dollars (\$25,000.00).

b. Monthly Payments. Purchaser agrees to pay interest on the diminishing balance of the purchase price at a rate of five percent (5%) per annum. The monthly payment including principal and interest, shall be \$1,500 per month beginning on May 1, 2013, and continuing thereafter on a monthly basis until April 1, 2018, when the last monthly payment of \$1,500 shall be due. The monthly payment shall be credited toward interest and principal in the manner set forth in the amortization schedule attached hereto as Exhibit "B" and incorporated by this reference as though fully set forth.

c. Balloon Payment. On May 1, 2018, Purchaser shall make a balloon payment of the remaining principal and interest in the amount of \$26,436.44.

d. Additional Payments. Purchaser shall have the right to make additional payments or pay the entire balance in whole or in part at any time from time to time.

CONTRACT FOR PURCHASE AND SALE
OF THE D/B/A
LEAVENWORTH SHUTTLE AND TAXI

SPEIDEL LAW FIRM
Wenatchee, Washington

negligence of Purchaser, Purchaser's agents or employees, Purchaser's invitees or any other person or cause. Purchaser shall be responsible for all maintenance and repair of the Property.

7. Insurance.

a. Property Insurance. Purchaser shall, at Purchaser's expense, maintain on the Property a policy of insurance in an amount equal to full replacement cost. Purchaser shall cause such insurance to name Seller as an additional insured. All proceeds of any such insurance shall be payable to Purchaser and Seller as their interests may appear.

b. Liability Insurance. Purchaser shall at Purchaser's expense maintain comprehensive liability insurance on the Property in an amount not less than Five Million Dollars (\$5,000,000). Seller shall be named as an additional named insured on such policy.

c. Delivery of Policy. Purchaser shall deliver to Seller a copy of the policies and declaration pages within thirty (30) days after the date of closing.

8. Default. If either party defaults (that is, fails to perform the acts required of it) in its contractual performance herein, the non-defaulting party may seek specific performance pursuant to the terms of this agreement, damages or rescission. If default be made in the payment of the purchase price or any part thereof, and such default remains uncured for thirty (30) days, Purchaser shall pay an additional five percent (5%) of any such delinquent payment.

9. Warranties. No warranties, representations or collateral agreements have been made by the parties unless specifically set forth herein.

10. Financing. The parties agree that this transaction is contingent upon Purchaser obtaining financing in the form of a personal loan on or before date of closing.

11. Assignment. This agreement shall be assignable by Purchaser upon approval of Seller; provided, such consent shall not be unreasonably withheld.

12. Due on Sale. Subject to the terms of Paragraph 11 herein, if all of the Property described herein is sold or transferred by Purchaser without the consent of Seller before the earlier of April 1, 2018, or payment-in-full of the purchase price, whichever event occurs first, Seller may, at Seller's option, declare all the sums secured by this agreement to be immediately due and payable.

CONTRACT FOR PURCHASE AND SALE
OF THE D/B/A
LEAVENWORTH SHUTTLE AND TAXI

SPEIDEL LAW FIRM
Wenatchee, Washington

independent of any other provision of this Agreement; and the existence of any claim or cause of action of Purchaser against Seller, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Seller of this Restrictive Covenant.

16. Reasonableness of this Agreement. It is agreed between the parties that this Agreement in its entirety and in particular the Restrictive Covenant of Seller, the Restrictive Covenant of Purchaser, and the restraints imposed herein upon the Seller and the Purchaser are reasonable both as to time and as to area. The parties hereby agree (a) that the restraints imposed herein upon the Seller and Purchaser are necessary for the protection of the respective businesses and goodwill of the Seller and Purchaser, (b) that the restraints imposed herein upon the Seller and Purchaser are not any greater than are reasonably necessary to secure the business of the Seller and Purchaser and the good will thereof, and (c) that the degree of injury to the public due to the loss of the service and skill of the Seller and Purchaser upon enforcement of said restraints do not and will not warrant nonenforcement of said restraints.

17. Date of Closing. For purposes of this agreement, "date of closing" means the date upon which all appropriate documents are signed and the proceeds of this sale are available for disbursement to Seller. The sale shall be closed no later than April 1, 2013, which shall be the "termination date" for purposes of this agreement. The instruments, documents and monies necessary to complete the sale in accordance with this agreement shall be delivered to closing agent on or before the termination date. Closing costs will be paid as follows:

Seller pays:	Seller's Attorney fees Sales Tax Excise Tax One-half the fees of the closing agent
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Purchaser pays:	Purchaser's Attorney fees One-half the fees of the closing agent
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18. Closing Agent. For purposes of this agreement, "closing agent" means a person authorized to perform escrow services pursuant to the provisions of Chapter 18.44 of the Revised Code of Washington who is designated by the parties hereto to perform such services. The parties agree the closing agent shall be First American Title Insurance Company.

19. Destruction of Property. If, prior to closing, the Property shall be destroyed or materially damaged by fire or other casualty, this Agreement at option of purchaser shall become null and void.

CONTRACT FOR PURCHASE AND SALE
OF THE D/B/A
LEAVENWORTH SHUTTLE AND TAXI

SPEIDEL LAW FIRM
Wenatchee, Washington

29. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and there are no verbal or other agreements which modify or affect this Agreement except as referenced herein.

30. Guaranty by David Witt and Lucinda Witt of Purchaser's Performance. DAVID WITT and LUCINDA WITT, separately and individually as Guarantor, hereby unconditionally and irrevocably guarantees the prompt performance by Purchaser of all sums payable by Purchaser under this Agreement and the faithful and prompt performance by Purchaser of each and every one of the terms, conditions and covenants of this Agreement to be kept and performed by Purchaser (individually and collectively, the "Obligations of Purchaser"). DAVID WITT and LUCINDA WITT separately and individually acknowledges and agrees that the Seller and Brian T. Parton and Sara Parton would not enter into this Agreement but for David's and Lucinda's Guaranty.

31. Guaranty by Brian T. Parton and Sara Parton of Seller's Performance. BRIAN T. PARTON and SARA PARTON, separately and individually as Guarantor, hereby unconditionally and irrevocably guarantees the prompt performance by Seller of all sums payable by Seller under this Agreement and the faithful and prompt performance by Seller of each and every one of the terms, conditions and covenants of this Agreement to be kept and performed by Seller (individually and collectively, the "Obligations of Seller"). BRIAN T. PARTON and SARA PARTON separately and individually acknowledges and agrees that the Purchaser and David Witt and Lucinda Witt would not enter into this Agreement but for Brian's and Sara's Guaranty.

32. Enforcement of Guaranty. If either Guarantor fails to promptly perform his obligations under his Guaranty, the aggrieved party may, from time to time and without first requiring performance by the Purchaser or Seller, bring any action at law or in equity or both to compel Guarantor to perform his obligations hereunder, and to collect in any such action compensation for all loss, cost, damage, injury and expense sustained or incurred by the aggrieved party as a direct or indirect consequence of the failure of Guarantor to perform his obligations, together with interest thereon at the maximum legal rate of interest as of the date performance was due by the Purchaser or Seller.

33. Services of Notices. All notices shall be in writing. All notices to be given to Purchaser may be served on Purchaser personally, or by sending notice by U.S. Mail, postage prepaid, addressed to Purchaser as follows:

Leavenworth Shuttle and Taxi, LLC
P.O. Box 1041
Leavenworth, WA 98826

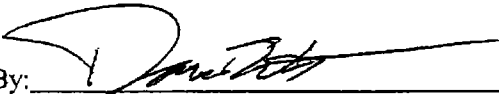
CONTRACT FOR PURCHASE AND SALE
OF THE D/B/A
LEAVENWORTH SHUTTLE AND TAXI

SPEIDEL LAW FIRM
Wenatchee, Washington

"PURCHASER"

LEAVENWORTH SHUTTLE & TAXI, LLC

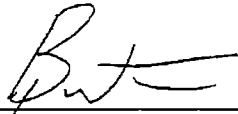
04/03/13
Date Signed

By: 
DAVID WITT, Its Manager

"SELLER"

LEAVENWORTH'S ENCHANTED TOURS LLC

4/12/13
Date Signed

By: 
BRIAN T. PARTON, Its Manager

CONTRACT FOR PURCHASE AND SALE
OF THE D/B/A
LEAVENWORTH SHUTTLE AND TAXI

SPEIDEL LAW FIRM
Wenatchee, Washington

STATE OF WASHINGTON)
)ss.
County of Chelan)

I certify that I know or have satisfactory evidence that DAVID WITT is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of LEAVENWORTH SHUTTLE & TAXI, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Notary Public
State of Washington
D. L. Nikolas
Commission Expires 01-24-15

Dated: April 03, 2013

Signature: [Signature]
David J. Bentsen, Notary Public
DL 110195 @

My appointment expires: June 22, 2013 4:24 2015

STATE OF WASHINGTON)
)ss.
County of Chelan)

I certify that I know or have satisfactory evidence that DAVID WITT and LUCINDA WITT, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Notary Public
State of Washington
D. L. Nikolas
Commission Expires 01-24-15

Dated: April 03, 2013

Signature: [Signature]
David J. Bentsen, Notary Public
DL 110195 @

My appointment expires: June 22, 2013 01:24 2015

CONTRACT FOR PURCHASE AND SALE
OF THE D/B/A
LEAVENWORTH SHUTTLE AND TAXI

SPEIDEL LAW FIRM
Wenatchee, Washington

Exhibit "A"

Vehicles, Goods and Equipment of
Leavenworth's Enchanted Tours LLC,
dba Leavenworth Shuttle and Taxi

<u>Item No.</u>	<u>Description</u>
1.	Four (4) Vehicle For Hire Licenses Issued by the City of Leavenworth, Washington
2.	2000 Honda Odyssey 7 passenger shuttle, VIN 2HKRL1862YH004871
3.	1998 Dodge Ram 3500 13 passenger van, VIN 2G5WB35Z2WK154030
4.	1995 Ford E350, VIN 1FDKE30F6SHB60481
5.	1991 Orion 30 passenger bus, VIN 2B1119772M6002963
6.	1981 TMC 47 passenger charter bus, VIN 1TUA AH983BR002686
7.	Website, domain name and content, located at http://www.leavenworthshuttle.com
8.	Facebook and Twitter Accounts
9.	Telephone number "(509) 548-RIDE"
10.	Any and all logos, branding, signage or similar images affiliated with the trade name "Leavenworth Shuttle and Taxi"

CONTRACT FOR PURCHASE AND SALE
OF THE D/B/A
LEAVENWORTH SHUTTLE AND TAXI

SPEIDEL LAW FIRM
Wenatchee, Washington

Loan Amortization Calculator

Almost any data field on this form may be calculated. Enter the appropriate numbers in each slot, leaving blank (or zero) the value that you wish to determine, and then click "Calculate" to update the page.

Principal

100000.00

Payments per Year

12

Annual Interest Rate

5.0000

Number of Regular Payments

60

Balloon Payment

26436.44

Payment Amount

1500.00

Show Amortization Schedule

This loan calculator is written and maintained by Bret Whissel. See [Bret's Blog](#) for help, a spreadsheet, derivations, calculator news, and more information.

Summary

Principal borrowed: \$100,000.00
Regular Payment amount: \$1,500.00
Final Balloon Payment: \$26,436.44
Interest-only payment: \$416.67
*Total Repaid: \$116,436.44
*Total Interest Paid: \$16,436.44

Annual Payments: 12
Total Payments: 61 (5.08 years)
Annual interest rate: 5.00%
Periodic interest rate: 0.4167%
*Total interest paid as a percentage of Principal: 16.436%

**These results are estimates which do not account for accumulated error of payments being rounded to the nearest cent. See the amortization schedule for more accurate values.*

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
58	1,373.07	126.93	70,909.93	16,090.07	29,090.07
59	1,378.79	121.21	72,288.72	16,211.28	27,711.28
60	1,384.54	115.46	73,673.26	16,326.74	26,326.74
61	*26,326.74	109.69	100,000.00	16,436.43	0.00

*The final payment has been adjusted to account for payments having been rounded to the nearest cent.



UTILITIES AND TRANSPORTATION COMMISSION

Assignment Report Motor Carrier Safety

Upload? [] Yes X No - Reason For Not Uploading: Aspen uploads

1. Investigator(s): Alan Dickson 2. Assignment No.: 113034

3. Current Date: 5-23-13 4. Date of Activity: 4-23-13

5. Carrier Name: Leavenworth Shuttle & Taxi LLC

6. Permit: TE-130534 7. New Entrant date of authority:

8. MOTCAR No.: 9. Carrier is: X Intrastate Only

[] Interstate Only

[] Intra and Interstate

10. Industry Code: 232

11. USDOT No.: 2393914

12. MC No.:

13. [] Destination Check

[] Copy of the Destination Check Safety Plan is attached.

Number of Buses/Motor Coaches inspected: 7-15 passenger 16+ passenger

Number of vehicle inspections: Level 1 Level 2 Level 3 Level 5

Any special emphasis placed on the destination check [] Yes [] No

Describe Special Emphasis

What might we do differently to increase our success at the next destination check:

14. [] Safety Complaint

[] Attach a copy of the Individual Safety Complaint Plan.

What activity did staff complete for this safety complaint:

[] Compliance review

[] Technical assistance

Number of vehicle inspections: Level 1 Level 2 Level 5

[] Unannounced terminal visit

[] Other (please explain):

15. [] New Entrant - Charter, Auto Transportation

Is this carrier referred by FMCSA, operating intra and interstate: [] Yes [] No

Is this carrier based in another state, requesting intrastate authority: [] Yes [] No

Is this carrier based in Washington, requesting intrastate authority: [] Yes [] No

Did staff complete the following:

Inspect all vehicles between three and nine months? [] Yes [] No

Number of vehicle inspections: Level 1 Level 2 Level 5

Conduct a SI/SA between three and nine months? [] Yes [] No [] SI [] SA

16. **New Entrant- HHG**

- Is this carrier referred by FMCSA, operating intra and interstate: Yes No
- Is this carrier based in another state, requesting intrastate authority: Yes No
- Is this carrier based in Washington, requesting intrastate authority: Yes No
- Did staff complete the following:
 - ◆ Inspect all vehicles between three and eighteen months? Yes No
 Number of vehicle inspections: Level 1 _____ Level 2 _____ Level 5 _____
 - ◆ Conduct a SI/SA between three and eighteen months? Yes No SI SA
 - ◆ Conduct technical assistance within three months? Yes No

17. **CSA Investigation**

- Full Investigation
- Focused Investigation
- Basic is for:** Passenger Carrier HHG Carrier Solid Waste Carrier
- Basic Threshold Percentile is;**
 - Unsafe Driving _____%
 - Fatigued Driving (HOS) _____%
 - Crash _____%
 - Driver Fitness _____%
 - Drug/Alcohol _____%
 - Vehicle Maintenance _____%

18. **Individual Safety Plan Only:**

- What activity did staff complete for this safety complaint?
- Attach a copy of the Individual Carrier Safety Plan.
 - Safety Investigation
 - Technical assistance
 - Number of vehicle inspections: Level 1 _____ Level 2 _____ Level 5 _____
 - Unannounced terminal visit
 - Other (please explain): _____

19. **Safety Investigation:**

Safety Audit:

- SI Rating: Satisfactory Unsatisfactory Conditional
- SA Rating: Pass Fail
- Number of vehicles operated: _____
- Number of drivers operated: _____
- Total miles for prior year: _____
- Recordable accidents for prior year: _____
- Accident Ratio: _____

20. Part B Violations:

Part	Violations	Part	Violations	Part	Violations
382/40		383		387	
390		391		392	
395		396		397	

21. Vehicle Inspection Data:

	MC	MB 1-15	MB 16+	SB 1-8	SB 9-15	SB 16+	VAN 1-8	VAN 9-15	TRK	TT	TRA	
Inspections	1							2				
Defective Vehicles	1	Reported							2	Reported		
OOS Vehicles	0							0				
Level	2							5				

22. Vehicle Inspection Violations:

	MC	MB 1-15	MB 16+	SB 1-8	SB 9-15	SB 16+	VAN 1-8	VAN 9-15	TRK	TT	TRA
Brakes											
Steering											
Lights	1										
Tires, wheels, rims											
Horn								1	Reported		
Windshield and Wipers											
Mirrors											
Emergency Equip, Exits											
Coupling Devices											
Frame											
Suspension											
Exhaust											
Other								2			
Comment: 2 driveshaft protection devices											

23. Driver Inspection Violations:

Medical Card	Medical Waiver	Hours of Service	Drivers License
Comment:			

24. Relevant Carrier History:

25. Findings:

I conducted vehicle inspections for this excursion/charter party applicant. A total of four minor defects were noted consisting of inoperable horn, light and two vans without driveshaft protection devices installed. Owner/president David Witt stated he would make the repairs and send in the vehicle inspection reports to the WSP for compliance. The inspection reports have been uploaded to the database on the Aspen reports.

26. Recommended Action:

- No further action.
- Notify the company in writing of the findings by providing a copy of the safety investigation, vehicle inspection report, safety audit or other similar document.
- Require the company to submit a compliance plan in response to the 15-day letter requirement.
- Recheck – Safety Investigation (Date: _____)
- Revisit to recheck a specific issue (Date: _____)
- Send the company a compliance letter. Require a response: Yes No
- Issue administrative penalties in the amount of \$
- Issue a complaint.
- Stop company operations.

27. Is this carrier considered a high risk carrier as a result of this activity?

- Carrier accident ratio is higher than aggregate ratio.
- Carrier had an out-of-service ratio 25% or higher at the last vehicle inspection.
- Carrier had a defect ratio 75% or higher at the last vehicle inspection.
- Carrier received more than one conditional or unsatisfactory safety investigation rating in more than one of the last four safety investigations (or less than four if four are not completed).
- Other (please explain): _____

28. Additional Comments: Owner, David Witt certified the needed repairs were made in a signed statement sent via telefax. He stated in a phone conversation that he himself had repaired the defects at his terminal/shop and that he had sent in the original vehicle inspection forms to the WSP address for compliance.

Forward to licensing services for certificate processing _____

Investigator's Signature: Alan Dickson _____

Initial Review By: _____

Date: 5/24/13

Reviewer's Recommendation: Original report submitted was rejected until Carrier repaired vehicle defects. Defects are now repaired & I Concur with recommendation for Authority.

Final Review By: DPHATT Date: 5/24/13

Reviewer's Recommendation:

AGREE WITH RECOMMENDATIONS

CLOSE & FILE

*OK to Issue Authority

OFFICE USE ONLY

Date Closed: _____ By: _____

Company Name: _____

Assignment #: _____

Staff Assigned: _____

JJD

7262
130534

FORM K
**UNIFORM NOTICE OF CANCELLATION OF
MOTOR CARRIER INSURANCE POLICIES**
(EXECUTED IN TRIPLICATE)

Check Type Canceled:

BI and PD

Cargo

Filed with WUTC (NAME OF COMMISSION) (hereinafter called Commission)

This is to advise that under the terms of a policy or policies issued to:

LEAVENWORTH SHUTTLE & TAXI LLC

(NAME OF MOTOR CARRIER)

of 11610 EAGLE CREEKR RD LEAVENWORTH, WA 98823

(ADDRESS OF MOTOR CARRIER)

by ZURICH AMERICAN INSURANCE COMPANY

(NAME OF COMPANY)

of SCHAUMBURG, IL

(ADDRESS)

said policy or policies, including any and all endorsements forming a part thereof or certificates issued in connection therewith, is (are) hereby canceled effective as of the 24 day of JULY 2013 12:01 A.M. standard time at the address of the Insured as stated in said policy or policies provided such date is not less than thirty (30) days after the actual receipt of this notice by the Commission.

Insurance Company File No. BAP-9016710

Tom Cochran

(SIGNATURE OF INSURER)

RAMS
LF

Leipski, Tina (UTC)

From: David <leavenworthshuttle@outlook.com>
Sent: Wednesday, April 17, 2013 4:24 PM
To: Leipski, Tina (UTC)
Subject: Re: DEFICIENT APPLICATION

Same number would be great one less thing to change.

Sent from my Verizon Wireless 4G LTE DROID

"Leipski, Tina (UTC)" <TLeipski@utc.wa.gov> wrote:

Great! Thank you! So just a clarification...do want to transfer the current certificate and number or do you want a new number. It's your choice and I will mark the application accordingly.

Thanks!

Tina

From: Leavenworth Shuttle [<mailto:leavenworthshuttle@outlook.com>]
Sent: Wednesday, April 17, 2013 3:34 PM
To: Leipski, Tina (UTC)
Subject: RE: DEFICIENT APPLICATION

Tina,

Hi this is the contract that we signed with BT and his wife this should get you everything you need.

Thank you,

David & Lucinda Witt
Leavenworth Shuttle & Taxi LLC.
P.O. Box 1041
Leavenworth, WA. 98826

(509)-548-7433

www.leavenworthshuttle.com

From: TLeipski@utc.wa.gov
To: leavenworthshuttle@outlook.com
Subject: DEFICIENT APPLICATION
Date: Tue, 16 Apr 2013 18:09:26 +0000

Mr. & Mrs. Witt,

I have reviewed your application for a charter/excursion authority within the state of Washington. Unfortunately, you will not be able to use the name of Leavenworth Shuttle & Taxi, LLC since we already have a carrier using that name.

I'm attaching a copy of the letter being sent to you regarding this application.

Sincerely,

Tina Leipski

Utilities & Transportation Commission

Licensing Services

360-664-1170

fax 360-586-1181