

**APPLICATION TO TRANSFER AUTHORITY
OF AN AUTO TRANSPORTATION COMPANY**

In the Matter of Joint Application of

SEATTLE EXPRESS INC

and MILLER & SCHMER INC

for authority to transfer rights under

Certificate of Public Convenience and

Necessity No. C-01052

D. No. 79265

Receipt No. 0006077

Date 3/23/04

Amount 150.00 237.02

Tariff and Schedule _____

RCW 81.12 App. _____

Insurance _____

1. Name in which certificate now stands: SEATTLE EXPRESS INC

M-39379

Trade name _____

Address: PO BOX 66752 SEATTLE WA 98166

2. Name of purchaser: MILLER & SCHMER INC

-602-368-293

Trade name: SEATTLE EXPRESS

Address 7207 180TH ST SE SNOHOMISH WA 98296

Miller Schmer Inc.

3. Purchaser is: CORPORATION

(Individual, partnership or corporation)

4. If purchaser is a partnership, copy of partnership agreement is attached.

5. If a corporation, it is organized under the laws of the State of Washington and the following are the names and addresses of the officers and principal stockholders:

MATT SCHMER

12921 39TH AVE SE EVERETT WA 98208

FRED MILLER

21423 82ND AVE SE WOODINVILLE WA 98072

6. Two copies of tariff and two copies of time schedule outlining revised service are attached. NO REVISIONS.

7. Purchaser agrees to file with the Commission liability and property damage insurance or surety bond covering all equipment to be operated before commencing service.

M-42489

Posted

8. Both the transferor and transferee are familiar with the rules requiring the filing of annual report and report of gross operating revenue upon cessation of operation and jointly bind themselves to see that such rules are complied with immediately on being advised that transfer is granted.
9. Attached to this application is a list of equipment which purchaser proposes to operate, showing state license number, year and make, motor number, serial number and seating capacity of each vehicle.
 - 1994 Metrotrans Vin # 1FDKE30G3RHA44058 24 PASSENGER 915KZQ
 - 2001 DODGE RAM VIN# 2B5WB35Z51K545407 14 PASSENGER 662MJF
 - 1997 DODGE RAM VIN# 2B5WB35Z3VK584387 14 PASSENGER 551JOB
10. Filing fee of \$150.00 accompanies this application as required by law.
11. Have all interline settlements been made by transferor? NOT APPLICABLE
12. Have all C.O.D. collections been remitted: NOT APPLICABLE If not, what arrangements have been made? _____
13. The following is a true and correct financial statement of the purchaser:

ASSETS		LIABILITIES	
Cash in bank and on hand	\$10,000	Salaries/Wages Payable	\$
Notes Receivable	\$	Accounts Payable	\$
Accounts Receivable	\$	Notes Payable	\$89,500
Investments	\$	Mortgages Payable	\$
Other Current Assets	\$	Contracts and Bonds Payable	\$
Prepaid Expenses	\$	Other SHAREHOLDER LOAN	50,000
Land and Buildings		TOTAL LIABILITIES	\$139,500
Equipment (buses)	\$	NET WORTH	
Office Furniture and	\$	Preferred Stock	\$
Other Equipment	\$	Common Stock	\$
Other Assets CERTIFICATE	\$129,500	Retained Earnings	\$
	\$	Capital	\$
TOTAL ASSETS	\$139,500	TOTAL LIABILITIES AND NET WORTH	\$139,500

14. Does the seller propose to transfer any properties or facilities together with the certificate? NO
If "Yes", the seller and the purchaser both agree to jointly file an application under the provisions of RCW chapter 81.12, if any of the seller's physical assets necessary or useful in the performance of its duties to the public are to be transferred to the purchaser, in addition to the Certificate of Public Convenience and Necessity requested herein.
15. Purchaser agrees that any operations will be conducted strictly in accordance with the law and the rules and regulations of the Washington Utilities and Transportation Commission governing auto transportation companies. Both the transferor and transferee hereby certify that this

application for authority to transfer is not made for the purpose of hindering, delaying or defrauding creditors. Transferee agrees to pay all lawful claims against the transferor for loss of or damage to shipments, overcharges, or money collected on C.O.D. shipments which may be presented to purchaser within sixty days after the date of transfer.

I certify (or declare) under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct:

Dated at Seattle, this 10th day of March, 2004

Ron Golden Press

(Transferor)

I certify (or declare) under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct:

Dated at Seattle, this 10th day of March, 2004

[Signature]

(Transferee)

PURCHASE & SALE AGREEMENT
MARCH 10, 2004

This agreement between Seattle Express Inc (the seller) , and Miller & Schmer Inc (the purchaser) will be effective May 5, 2004.

Seattle Express Inc will sell to purchaser the Washington Department of Transportation certificate # C-01052, allowing purchaser to transport riders from Sea-Tac and Tukwila hotels to Pike Place Market, and Cruise Terminals #66 and #30. A copy of the certificate is attached.

Seller will also transfer the following to purchaser:

1. All rights to the web site: Seattle Express.com
2. Any phone numbers the purchaser requires.
3. Rights to use the operating name Seattle Express.
4. Any other items the purchaser & seller mutually agree to.

PURCHASE PRICE & TERMS:

The purchase price is \$125,000 payable as follows:

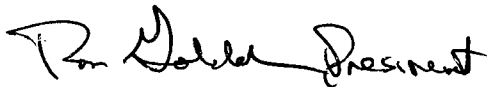
\$40,000 payable on execution of this agreement.

\$10,000 payable as a lump sum on JULY 30, 2004

\$79,500 payable over five years with equal monthly payments of \$1536 which includes interest of 6% per annum. Payments will commence June 30 of the year following the calander year in which gross sales for purchaser exceed \$175,000. Purchaser will provide seller with federal corporate tax return for years preceeding the start of payments to verify gross sales.

Seller will execute a mortgage on the certificate to guarantee payment of the note. A copy is attached. If purchaser fails to make the agreed payments, the certificate will return to Seattle Express Inc.

SELLER:



RON GOLDSBERRY, PRESIDENT
SEATTLE EXPRESS INC

PURCHASER:

FRED MILLER, PRESIDENT
MILLER & SCHMER INC



MATT SCHMER, VICE PRESIDENT
MILLER & SCHMER INC



PROMISSORY NOTE

DATE: March 6, 2004

BORROWER: Miller & Schmer Inc

BORROWER'S ADDRESS: 7207 180TH ST SE SNOHOMISH WA 98296

PAYEE: Seattle Express Inc

PLACE FOR PAYMENT: PO Box 66752 Seattle Wa. 98166

PRINCIPAL AMOUNT: \$79,500

TERM: Five years @ \$ 1536 per month

INTEREST RATE: 6%

PAYMENT TERMS: This note is due and payable as follows: Payments will commence July 1st of the year following the calendar year in which gross sales for purchaser exceed \$175,000. Purchaser will provide seller with federal corporate tax return for years preceding the start of payments to verify gross sales.

BORROWERS PRE-PAYMENT RIGHT. Borrower reserves the right to prepay this Note in whole or in part, prior to maturity, without penalty.

PLACE FOR PAYMENT: Borrower promises to pay to the order of Payee at the place for payment and according to the terms for payment the principal amount plus interest at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date.

DEFAULT AND ACCELERATION CLAUSE: If Borrower defaults in the payment of this Note or in the performance of any obligation, and the default continues after Payee gives Borrower notice of the default

and the time within which it must be cured, as may be required by law or written agreement, then Payee may declare the unpaid principal balance and earned interest on this Note immediately due. Borrower and each surety, endorser, and guarantor waive all demands for payment, presentation for payment, notices of intentions to accelerate maturity, notices of acceleration of maturity, protest, and notices of protest, to the extent permitted by law.

FORM OF PAYMENT: Any check, draft, money Order, or other instrument given in payment of all or any portion hereof may be accepted by the holder and handled in collection in the customary manner.

SEVERABILITY: If any provision of this Note or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Note nor the application of the provision to other persons, entitles or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

BINDING EFFECT: The covenants, obligations, and conditions herein contained shall be binding on the inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

GOVERNING LAW: This note shall be governed, construed and interpreted by, through and under the laws of the State of Washington.

Borrower is responsible for all obligations represented by this Note.

EXECUTED This 10th day of March, 2004

Fred Miller, President

Matt Schmer, Secretary

PROMISSORY NOTE

DATE: March 10, 2004

BORROWER: Miller & Schmer Inc

BORROWER'S ADDRESS: 7207 180TH ST SE SNOHOMISH WA 98296

PAYEE: Seattle Express Inc

PLACE FOR PAYMENT: PO Box 66752 Seattle Wa. 98166

PRINCIPAL AMOUNT: \$10,000

TERM: Payment in full on July 30, 2004

INTEREST RATE: 0

PAYMENT TERMS: This note is due and payable as follows: Payment in full on July 30, 2004

BORROWERS PRE-PAYMENT RIGHT. Borrower reserves the right to prepay this Note in whole or in part, prior to maturity, without penalty.

PLACE FOR PAYMENT: Borrower promises to pay to the order of Payee at the place for payment and according to the terms for payment the principal amount plus interest at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date.

DEFAULT AND ACCELERATION CLAUSE: If Borrower defaults in the payment of this Note or in the performance of any obligation, and the default continues after Payee gives Borrower notice of the default and the time within which it must be cured, as may be required by law or written agreement, then Payee may declare the unpaid principal balance and earned interest on this Note immediately due. Borrower and

each surety, endorser, and guarantor waive all demands for payment, presentation for payment, notices of intentions to accelerate maturity, notices of acceleration of maturity, protest, and notices of protest, to the extent permitted by law.

FORM OF PAYMENT: Any check, draft, money Order, or other instrument given in payment of all or any portion hereof may be accepted by the holder and handled in collection in the customary manner.

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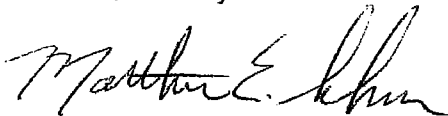
GOVERNING LAW: This note shall be governed, construed and interpreted by, through and under the laws of the State of Washington.

Borrower is responsible for all obligations represented by this Note.

EXECUTED This 10th day of March, 2004

Fred Miller, President

Matt Schmer, Secretary



SEA-TAC HOTELS SERVICED 10/16 THROUGH 4/30 DEPARTURES

RESERVATION REQUIRED CALL 206-241-5800

Best Western Executel	9:32am	11:32am	1:32pm	3:22pm					
Clarion Airport	9:38am	11:38am	1:38pm	3:28pm					
Comfort Inn	9:32am	11:32am	1:32pm	3:22pm					
Days Inn Airport	9:32am	11:32am	1:32pm	3:22pm					
Double Tree @ airport	9:35am	11:35am	1:35pm	3:35pm					
Fairfield By Marriott	9:32am	11:32am	1:32pm	3:22pm					
Hampton Inn Airport	9:32am	11:32am	1:32pm	3:22pm					
Hilton Airport	9:38am	11:38am	1:38pm	3:28pm					
Holiday Inn Express	9:32am	11:32am	1:32pm	3:22pm					
Holiday Inn Airport	9:40am	11:40am	1:40pm	3:30pm					
LaQuinta Airport	9:30am	11:30am	1:30pm	3:30pm					
Marriott Airport	9:38am	11:38am	1:38pm	3:28pm					
Radisson Airport	9:30am	11:30am	1:30pm	3:30pm					
Ramada Inn	9:40am	11:40am	1:40pm	3:40pm					
Red Roof Inn	9:40am	11:40am	1:40pm	3:40pm					
Sleep Inn	9:32am	11:32am	1:32pm	3:22pm					
Super 8 Airport	9:35am	11:35am	1:35pm	3:35pm					
Sutton Suites	9:40am	11:40am	1:40pm	3:40pm					
Travelodge South	9:32am	11:32am	1:32pm	3:22pm					
Coast Gateway	9:30am	11:30am	1:30pm	3:30pm					
Red Lion Airport	9:35am	11:35am	1:35pm	3:35pm					
Wyndam Gardens	9:35am	11:35am	1:35pm	3:35pm					
SouthCenter Mall Drop from hotels & departure to Seattle			10:00AM	12:00PM	2:00PM	4:00PM	6:00PM	7:10PM	
South Center Mall Departure to Sea-Tac or Tukwila Hotel			10:40am	12:40pm	2:40pm	4:40pm	6:40pm		
Public Market Arrival & Hotel or South Center departure			10:20AM	12:20pm	2:20pm	**4:20pm	6:20pm	7:30pm	

DAILY SERVICE EXCEPT NOVEMBER 24 THROUGH FEBRUARY 28 WHEN WE OPERATE ONLY ON FRIDAY, SATURDAY, & SUNDAY

Please arrive at the departure point 5 minutes before the scheduled departure, as we cannot return for late arriving guests. The 4:20*** market stop MTWT&F -NE corner of University & Alaskan Way. Go down the Harbor steps directly across from the hammering man-then one block toward the water. Wait by the Seattle Waterfront sign arching over the sidewalk, just before the viaduct.

ALL OTHER PUBLIC MARKET STOPS ARE AT 1ST & UNIVERSITY IN FRONT OF THE HAMMERING MAN STATUE

Friday an additional return to hotels from South Center at 8PM & 9PM

Saturday an additional return to hotels from South Center at 8PM & 9PM & 10PM

Issue Date: _____

Effective Date: November 10, 2003

Issued By: Ron Goldsberry, President

Effective: _____ TC- _____ LSN _____

Order/Other _____ BY: _____

**Time Schedule #2
Seattle Express Inc C001052**

Original Page Two

TUKWILA HOTELS SERVICE 10/16 THROUGH 4/30 DEPARTURES

RESERVATIONS REQUIRED CALL 206-241-5800

Comfort Suites Tukwila	9:52AM	11:52AM	1:52PM	3:52PM				
Courtyard Marriot Sea-Tac	9:45AM	11:45AM	1:45PM	3:45PM				
Embassy Suites	9:45AM	11:45AM	1:45PM	3:45PM				
Hampton Inn	9:47AM	11:47AM	1:47PM	3:47PM				
Homestead Village	9:47AM	11:47AM	1:47PM	3:47PM				
Residence Inn	9:47AM	11:47AM	1:47PM	3:47PM				
Courtyard Marriott South Center	9:49AM	11:49AM	1:49PM	3:49PM				
Double Tree Suites	9:45AM	11:45AM	1:45PM	3:45PM				
SouthCenter Mall Drop from hotels & departure to Seattle	10:00AM	12:00PM	2:00PM	4:00PM	6:00PM	7:10PM		
South Center Mall Return to Sea-Tac or Tukwila Hotel	10:40am	12:40pm	2:40pm	4:40pm	6:40pm			
Public Market Arrival & Hotel or South Center Return	10:20AM	12:20pm	2:20pm	**4:20pm	6:20pm	7:30pm		

DAILY SERVICE EXCEPT NOVEMBER 24 THROUGH FEBRUARY 28 WHEN WE OPERATE ONLY ON FRIDAY, SATURDAY, & SUNDAY
Please arrive at the departure point 5 minutes before the scheduled departure, as we cannot return for late arriving guests.
The 4:20*** market stop MTWT&F -NE corner of University & Alaskan Way. Go down the Harbor steps directly across from the hammering man-then one block toward the water. Wait by the Seattle Waterfront sign arching over the sidewalk, just before the viaduct.

ALL OTHER PUBLIC MARKET STOPS ARE AT 1ST & UNIVERSITY IN FRONT OF THE HAMMERING MAN STATUE

Friday an additional return to hotels from South Center at 8PM & 9PM
Saturday an additional return to hotels from South Center at 8PM & 9PM & 10PM

Issue Date: _____

Effective Date: November 10, 2003

Issued By: Ron Goldsberry, President

Effective: _____ TC- _____ LSN _____

Order/Other _____ BY: _____

**Time Schedule #2
Seattle Express Inc C001052**

Original Page Three

SEA-TAC HOTELS SERVICE 5/1 THROUGH 10/15 DEPARTURES

RESERVATION REQUIRED FOR HOTELS NOT IN BOLD—206-241-5800

Coast Gateway	9:30am	11:00am	12:30pm	2:10pm	4:10pm	6:00pm
Best Western Executel	9:40am	11:10am	12:40pm	2:20pm	4:20pm	6:10pm
Clarion Airport	9:52am	11:22am	12:52pm	2:32pm	4:32pm	6:22pm
Comfort Inn	9:35am	11:05am	12:35pm	2:15pm	4:15pm	6:05pm
Days Inn Airport	9:34am	11:04pm	12:34pm	2:14pm	4:14pm	6:04pm
Double Tree @ airport	9:40am	11:10am	12:40pm	2:20pm	4:20pm	6:10pm
Fairfield By Marriott	9:40am	11:10am	12:40pm	2:20pm	4:20pm	6:10pm
Hampton Inn Airport	9:37am	11:07am	12:37pm	2:17pm	4:17pm	6:07pm
Hilton Airport	9:45am	11:15am	12:45pm	2:25pm	4:25pm	6:15pm
Holiday Inn Airport	9:53am	11:23am	12:53pm	2:33pm	4:33pm	6:23pm
Holiday Inn Express	9:38am	11:08am	12:38pm	2:18pm	4:18pm	6:08pm
LaQuinta Airport	9:30am	11:00am	12:30pm	2:10pm	4:10pm	6:00pm
Marriott Airport	9:50am	11:20am	12:50pm	2:30pm	4:30pm	6:20pm
Radisson Airport	9:55am	11:25am	12:55pm	2:35pm	4:35pm	6:25pm
Ramada Inn	10:00am	11:30am	1:00pm	2:40pm	4:40pm	6:30pm
Red Lion Seattle Airport	9:42am	11:12am	12:42pm	2:22pm	4:22pm	6:12pm
Red Roof Inn	10:00am	11:30am	1:00pm	2:40pm	4:40pm	6:30pm
Sleep Inn	9:40am	11:10am	12:40pm	2:20pm	4:20pm	6:10pm
Super 8 Airport	9:40am	11:10am	12:40pm	2:20pm	4:20pm	6:10pm
Sutton Suites	10:00am	11:30am	1:00pm	2:40pm	4:40pm	6:30pm
Travelodge South	9:32am	11:02am	12:32pm	2:12pm	4:12pm	6:02pm
Wyndam Gardens	9:44am	11:14am	12:44pm	2:24pm	4:24pm	6:14pm
Public Market Arrival & Hotel Return	10:20AM	11:50AM	1:20PM	3:00PM	5:00PM**	7, 8, 9, & 10PM
PIER 66 ARRIVAL & HOTEL RETURN	10:25AM	11:55AM	1:25PM			
PIER 30 ARRIVAL & HOTEL RETURN	10:40AM	12:10PM	1:40PM			

Please arrive at the departure point 5 minutes before the scheduled departure, as we cannot return for late arriving guests. The 5:00pm*** market stop MTWT&F -NE corner of University & Alaskan Way. Go down the Harbor steps directly across from the hammering man-then one block toward the water. Wait by the Seattle Waterfront sign arching over the sidewalk, just before the viaduct. ALL OTHER PUBLIC MARKET STOPS ARE AT 1ST & UNIVERSITY IN FRONT OF THE HAMMERING MAN STATUE

Issue Date: _____

Effective Date: November 10, 2003

Issued By: Ron Goldsberry, President

Effective: _____ TC- _____ LSN _____

Order/Other _____ BY: _____

TUKWILA HOTELS SERVICED 5/1 THROUGH 10/15—DEPARTURES

WE OPERATE ON FRIDAY, SATURDAY, & SUNDAY ONLY

RESERVATION REQUIRED—206-241-5800

Courtyard Marriot Sea-Tac	9:30am	11:00am	12:30pm	2:10pm	4:10pm	6:00pm
Embassy Suites	9:32am	11:02am	12:32pm	2:12pm	4:12pm	6:02pm
Hampton Inn	9:35am	11:05am	12:35pm	2:15pm	4:15pm	6:05pm
Homestead Village	9:35am	11:05am	12:35pm	2:15pm	4:15pm	6:05pm
Residence Inn	9:37am	11:07am	12:37pm	2:17pm	4:17pm	6:07pm
Courtyard Marriott South Center	9:40am	11:10am	12:40pm	2:20pm	4:20pm	6:10pm
Double Tree Suites	9:42am	11:12am	12:42pm	2:22pm	4:22pm	6:12pm

Public Market Arrival & Hotel Return 10:20AM 11:50AM 1:20PM 3:00PM 5:00PM 7, 8, 9, & 10PM**

PIER 66 ARRIVAL & HOTEL RETURN 10:25AM 11:55AM 1:25PM
PIER 30 ARRIVAL & HOTEL RETURN 10:40AM 12:10PM 1:40PM

Please arrive at the departure point 5 minutes before the scheduled departure, as we cannot return for late arriving guests. The 5:00pm*** market stop MTWT&F —NE corner of University & Alaskan Way. Go down the Harbor steps directly across from the hammering man—then one block toward the water. Wait by the Seattle Waterfront sign arching over the sidewalk, just before the viaduct.

ALL OTHER PUBLIC MARKET STOPS ARE AT 1ST & UNIVERSITY IN FRONT OF THE HAMMERING MAN STATUE

Issue Date: _____

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Effective: _____ TC- _____ LSN _____

Order/Other _____ BY: _____

Tariff No. Two
Seattle Express Inc C001052

Original Title Page

TARIFF NO. 2

Cancels

TARIFF NO. 1

of

Company Name: SEATTLE EXPRESS INC

Certificate Number: C-001052

For the transportation of passengers in the following territory:
Between: Hotels in the City of Renton and the Pike Place Market in
downtown Seattle.

Between: Hotels in the City of Sea-Tac, South Center Mall, Pike Place
Market, and Cruise Terminals
#66 and #30.

Between: Hotels in the City of Tukwila, South Center Mall, Pike Place
Market, and Cruise Terminals
#66 and #30.

Issued by:

Name: RON GOLDSBERRY PRESIDENT

Address: PO BOX 66752

City, State/Zip: SEATTLE, WA. 98166

Telephone No: 206-793-0770 Telefacsimile No. 206-246-2178 RON@SEATTLEEXPRESS.COM

Issue Date: _____

Effective Date: November 10, 2003

Issued By: Ron Goldsberry, President

Effective: _____ TC- _____ LSN _____

Order/Other _____ BY: _____

RATE SCHEDULE
ADULT FARES IN DOLLARS PER PERSON

AND	ALL HOTELS ROUNDRIP	ALL HOTELS ONE-WAY	SOUTHCENTER ROUNDRIP	SOUTHCEN- TER ONE-WAY
PIKE PLACE	\$12	\$7	\$7	\$7
TERMINAL 30 OR 66	\$20	\$10		
SOUTHCENTER MALL	\$0**	\$0**		

** No charge to passenger-paid by contract with SouthSide Visitors Bureau

Issue Date: _____

Effective Date: November 10, 2003

Issued By: Ron Goldsberry, President

Effective: _____ TC- _____ LSN _____

Order/Other _____ BY: _____

PASSENGER RULES

PASSENGER RULES AND REGULATIONS

ROUND TRIP FARES: Hotel pick up to downtown Seattle and return will be \$12
Hotel pick up to cruise terminal and return will be \$20

ONE WAY FARES: Hotel pick up to downtown Seattle, or downtown to hotels will be \$7
Hotel pick up to cruise terminal #30 or #66 , or cruise terminal to airport
hotels
Will be \$10

ADULT FARES/CHILDREN FARES: All fares are adult fares with one exception. Children under two years of age, when accompanied by an adult passenger and not occupying a seat will be carried free.

INTERMEDIATE APPLICATION: Fares to or from intermediate points not named herein, will be the same as the fare to or from the next more distant station for which fares are named.

TICKET LIMITATION: Round trip fares will be good for seven days from the date of purchase.

TICKET REDEMPTION: Unused tickets or portion will not be redeemed.

SCHEDULE MAINTENANCE: Carrier will not be liable for delays caused by accidents, breakdowns, bad conditions of roads, snow storms or other conditions beyond his control and does not guarantee to arrive at or depart from any point at any specific time. The time of arrival at and departure from any point shown in the published time schedules are schedules it endeavors to maintain, but are not guaranteed.

OBJECTIONABLE PASSENGERS: Seattle Express reserves the right to refuse to transport persons under the influence of drugs or liquor, or incapable taking care of themselves, or who condition, conduct or behavior may be objectionable to other passengers. The carrier reserves the right to refuse carriage of any material that the carrier considers unsafe or not in the best interest to the passengers.

ANIMALS: Dogs, cats and other animals or birds will not be carried. Exception: dogs traveling with sight or hearing impaired passengers will be carried free of charge. The dog will not be permitted to occupy a seat but must lie or stand at the feet of the passenger.

Issue Date: _____

Effective Date: November 10, 2003

Issued By: Ron Goldsberry, President

Effective: _____ TC- _____ LSN _____

Order/Other _____ BY: _____

SEA-TAC HOTELS SERVICED 10/16 THROUGH 4/30 DEPARTURES

RESERVATION REQUIRED CALL 206-241-5800

Best Western Executel	9:32am	11:32am	1:32pm	3:22pm					
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Days Inn Airport	9:32am	11:32am	1:32pm	3:22pm					
Double Tree @ airport	9:35am	11:35am	1:35pm	3:35pm					
Fairfield By Marriott	9:32am	11:32am	1:32pm	3:22pm					
Hampton Inn Airport	9:32am	11:32am	1:32pm	3:22pm					
Hilton Airport	9:38am	11:38am	1:38pm	3:28pm					
Holiday Inn Express	9:32am	11:32am	1:32pm	3:22pm					
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Marriott Airport	9:38am	11:38am	1:38pm	3:28pm					
Radisson Airport	9:30am	11:30am	1:30pm	3:30pm					
Ramada Inn	9:40am	11:40am	1:40pm	3:40pm					
Red Roof Inn	9:40am	11:40am	1:40pm	3:40pm					
Sleep Inn	9:32am	11:32am	1:32pm	3:22pm					
Super 8 Airport	9:35am	11:35am	1:35pm	3:35pm					
Sutton Suites	9:40am	11:40am	1:40pm	3:40pm					
Travelodge South	9:32am	11:32am	1:32pm	3:22pm					
Coast Gateway	9:30am	11:30am	1:30pm	3:30pm					
Red Lion Airport	9:35am	11:35am	1:35pm	3:35pm					
Wyndam Gardens	9:35am	11:35am	1:35pm	3:35pm					
SouthCenter Mall Drop from hotels & departure to Seattle			10:00AM	12:00PM	2:00PM	4:00PM	6:00PM	7:10PM	
South Center Mall Departure to Sea-Tac or Tukwila Hotel			10:40am	12:40pm	2:40pm	4:40pm	6:40pm		
Public Market Arrival & Hotel or South Center departure			10:20AM	12:20pm	2:20pm	**4:20pm	6:20pm	7:30pm	

DAILY SERVICE EXCEPT NOVEMBR 24 THROUGH FEBRUARY 28 WHEN WE OPERATE ONLY ON FRIDAY, SATURDAY, & SUNDAY

Please arrive at the departure point 5 minutes before the scheduled departure, as we cannot return for late arriving guests. The 4:20*** market stop MTWT&F –NE corner of University & Alaskan Way. Go down the Harbor steps directly across from the hammering man-then one block toward the water. Wait by the Seattle Waterfront sign arching over the sidewalk, just before the viaduct.

ALL OTHER PUBLIC MARKET STOPS ARE AT 1ST & UNIVERSITY IN FRONT OF THE HAMMERING MAN STATUE

Friday an additional return to hotels from South Center at 8PM & 9PM

Saturday an additional return to hotels from South Center at 8PM & 9PM & 10PM

Issue Date: _____

Effective Date: November 10, 2003

Issued By: Ron Goldsberry, President

Effective: _____ TC- _____ LSN _____

Order/Other _____ BY: _____

**Time Schedule #2
Seattle Express Inc C001052**

Original Page Two

TUKWILA HOTELS SERVICE 10/16 THROUGH 4/30 DEPARTURES

RESERVATIONS REQUIRED CALL 206-241-5800

Comfort Suites Tukwila	9:52AM	11:52AM	1:52PM	3:52PM
Courtyard Marriot Sea-Tac	9:45AM	11:45AM	1:45PM	3:45PM
Embassy Suites	9:45AM	11:45AM	1:45PM	3:45PM
Hampton Inn	9:47AM	11:47AM	1:47PM	3:47PM
Homestead Village	9:47AM	11:47AM	1:47PM	3:47PM
Residence Inn	9:47AM	11:47AM	1:47PM	3:47PM
Courtyard Marriott South Center	9:49AM	11:49AM	1:49PM	3:49PM
Double Tree Suites	9:45AM	11:45AM	1:45PM	3:45PM

SouthCenter Mall Drop from hotels & departure to Seattle	10:00AM	12:00PM	2:00PM	4:00PM	6:00PM	7:10PM
South Center Mall Return to Sea-Tac or Tukwila Hotel	10:40am	12:40pm	2:40pm	4:40pm	6:40pm	
Public Market Arrival & Hotel or South Center Return	10:20AM	12:20pm	2:20pm	**4:20pm	6:20pm	7:30pm

DAILY SERVICE EXCEPT NOVEMBER 24 THROUGH FEBRUARY 28 WHEN WE OPERATE ONLY ON FRIDAY, SATURDAY, & SUNDAY
 Please arrive at the departure point 5 minutes before the scheduled departure, as we cannot return for late arriving guests.
 The 4:20*** market stop MTWT&F –NE corner of University & Alaskan Way. Go down the Harbor steps directly across from the hammering man-then one block toward the water. Wait by the Seattle Waterfront sign arching over the sidewalk, just before the viaduct.

ALL OTHER PUBLIC MARKET STOPS ARE AT 1ST & UNIVERSITY IN FRONT OF THE HAMMERING MAN STATUE

Friday an additional return to hotels from South Center at 8PM & 9PM
 Saturday an additional return to hotels from South Center at 8PM & 9PM & 10PM

Issue Date: _____

Effective Date: November 10, 2003

Issued By: Ron Goldsberry, President

Effective: _____ TC- _____ LSN _____

Order/Other _____ BY: _____

**Time Schedule #2
Seattle Express Inc C001052**

Original Page Three

SEA-TAC HOTELS SERVICE 5/1 THROUGH 10/15 DEPARTURES

RESERVATION REQUIRED FOR HOTELS NOT IN BOLD--206-241-5800

Coast Gateway	9:30am	11:00am	12:30pm	2:10pm	4:10pm	6:00pm
Best Western Executel	9:40am	11:10am	12:40pm	2:20pm	4:20pm	6:10pm
Clarion Airport	9:52am	11:22am	12:52pm	2:32pm	4:32pm	6:22pm
Comfort Inn	9:35am	11:05am	12:35pm	2:15pm	4:15pm	6:05pm
Days Inn Airport	9:34am	11:04pm	12:34pm	2:14pm	4:14pm	6:04pm
Double Tree @ airport	9:40am	11:10am	12:40pm	2:20pm	4:20pm	6:10pm
Fairfield By Marriott	9:40am	11:10am	12:40pm	2:20pm	4:20pm	6:10pm
Hampton Inn Airport	9:37am	11:07am	12:37pm	2:17pm	4:17pm	6:07pm
Hilton Airport	9:45am	11:15am	12:45pm	2:25pm	4:25pm	6:15pm
Holiday Inn Airport	9:53am	11:23am	12:53pm	2:33pm	4:33pm	6:23pm
Holiday Inn Express	9:38am	11:08am	12:38pm	2:18pm	4:18pm	6:08pm
LaQuinta Airport	9:30am	11:00am	12:30pm	2:10pm	4:10pm	6:00pm
Marriott Airport	9:50am	11:20am	12:50pm	2:30pm	4:30pm	6:20pm
Radisson Airport	9:55am	11:25am	12:55pm	2:35pm	4:35pm	6:25pm
Ramada Inn	10:00am	11:30am	1:00pm	2:40pm	4:40pm	6:30pm
Red Lion Seattle Airport	9:42am	11:12am	12:42pm	2:22pm	4:22pm	6:12pm
Red Roof Inn	10:00am	11:30am	1:00pm	2:40pm	4:40pm	6:30pm
Sleep Inn	9:40am	11:10am	12:40pm	2:20pm	4:20pm	6:10pm
Super 8 Airport	9:40am	11:10am	12:40pm	2:20pm	4:20pm	6:10pm
Sutton Suites	10:00am	11:30am	1:00pm	2:40pm	4:40pm	6:30pm
Travelodge South	9:32am	11:02am	12:32pm	2:12pm	4:12pm	6:02pm
Wyndam Gardens	9:44am	11:14am	12:44pm	2:24pm	4:24pm	6:14pm
Public Market Arrival & Hotel Return	10:20AM	11:50AM	1:20PM	3:00PM	5:00PM**	7, 8, 9, & 10PM
PIER 66 ARRIVAL & HOTEL RETURN	10:25AM	11:55AM	1:25PM			
PIER 30 ARRIVAL & HOTEL RETURN	10:40AM	12:10PM	1:40PM			

Please arrive at the departure point 5 minutes before the scheduled departure, as we cannot return for late arriving guests. The 5:00pm*** market stop MTWT&F --NE corner of University & Alaskan Way. Go down the Harbor steps directly across from the hammering man-then one block toward the water. Wait by the Seattle Waterfront sign arching over the sidewalk, just before the viaduct.
ALL OTHER PUBLIC MARKET STOPS ARE AT 1ST & UNIVERSITY IN FRONT OF THE HAMMERING MAN STATUE

Issue Date: _____

Effective Date: November 10, 2003

Issued By: Ron Goldsberry, President

Effective: _____ TC- _____ LSN _____

Order/Other _____ BY: _____

TUKWILA HOTELS SERVICED 5/1 THROUGH 10/15—DEPARTURES

WE OPERATE ON FRIDAY, SATURDAY, & SUNDAY ONLY

RESERVATION REQUIRED--206-241-5800

Courtyard Marriot Sea-Tac	9:30am	11:00am	12:30pm	2:10pm	4:10pm	6:00pm
Embassy Suites	9:32am	11:02am	12:32pm	2:12pm	4:12pm	6:02pm
Hampton Inn	9:35am	11:05am	12:35pm	2:15pm	4:15pm	6:05pm
Homestead Village	9:35am	11:05am	12:35pm	2:15pm	4:15pm	6:05pm
Residence Inn	9:37am	11:07am	12:37pm	2:17pm	4:17pm	6:07pm
Courtyard Marriot South Center	9:40am	11:10am	12:40pm	2:20pm	4:20pm	6:10pm
Double Tree Suites	9:42am	11:12am	12:42pm	2:22pm	4:22pm	6:12pm

Public Market Arrival & Hotel Return 10:20AM 11:50AM 1:20PM 3:00PM 5:00PM 7, 8, 9, & 10PM**

PIER 66 ARRIVAL & HOTEL RETURN 10:25AM 11:55AM 1:25PM
PIER 30 ARRIVAL & HOTEL RETURN 10:40AM 12:10PM 1:40PM

Please arrive at the departure point 5 minutes before the scheduled departure, as we cannot return for late arriving guests. The 5:00pm*** market stop MTWT&F—NE corner of University & Alaskan Way. Go down the Harbor steps directly across from the hammering man—then one block toward the water. Wait by the Seattle Waterfront sign arching over the sidewalk, just before the viaduct.

ALL OTHER PUBLIC MARKET STOPS ARE AT 1ST & UNIVERSITY IN FRONT OF THE HAMMERING MAN STATUE

Issue Date: _____

Effective Date: November 10, 2003

Issued By: Ron Goldsberry, President

Effective: _____ TC- _____ LSN _____

Order/Other _____ BY: _____

Tariff No. Two
Seattle Express Inc C001052

Original Title Page

TARIFF NO. 2

Cancels

TARIFF NO. 1

of

Company Name: SEATTLE EXPRESS INC

Certificate Number: C-001052

For the transportation of passengers in the following territory:
Between: Hotels in the City of Renton and the Pike Place Market in
downtown Seattle.

Between: Hotels in the City of Sea-Tac, South Center Mall, Pike Place
Market, and Cruise Terminals
#66 and #30.

Between: Hotels in the City of Tukwila, South Center Mall, Pike Place
Market, and Cruise Terminals
#66 and #30.

Issued by:

Name: RON GOLDSBERRY PRESIDENT

Address: PO BOX 66752

City, State/Zip: SEATTLE, WA. 98166

Telephone No: 206-793-0770 Telefacsimile No: 206-246-2178 RON@SEATTLEEXPRESS.COM

Issue Date: _____

Effective Date: November 10, 2003

Issued By: Ron Goldsberry, President

Effective: _____ TC- _____ LSN _____

Order/Other _____ BY: _____

RATE SCHEDULE
ADULT FARES IN DOLLARS PER PERSON

AND	ALL HOTELS ROUNDRIP	ALL HOTELS ONE-WAY	SOUTHCENTER ROUNDRIP	SOUTHCEN- TER ONE-WAY
PIKE PLACE	\$12	\$7	\$7	\$7
TERMINAL 30 OR 66	\$20	\$10		
SOUTHCENTER MALL	\$0**	\$0**		

** No charge to passenger-paid by contract with SouthSide Visitors Bureau

Issue Date: _____

Effective Date: November 10, 2003

Issued By: Ron Goldsberry, President

Effective: _____ TC- _____ LSN _____

Order/Other _____ BY: _____

PASSENGER RULES
PASSENGER RULES AND REGULATIONS

ROUND TRIP FARES: Hotel pick up to downtown Seattle and return will be \$12
Hotel pick up to cruise terminal and return will be \$20

ONE WAY FARES: Hotel pick up to downtown Seattle, or downtown to hotels will be \$7
Hotel pick up to cruise terminal #30 or #66 , or cruise terminal to airport
hotels
Will be \$10

ADULT FARES/CHILDREN FARES: All fares are adult fares with one exception. Children under two years of age, when accompanied by an adult passenger and not occupying a seat will be carried free.

INTERMEDIATE APPLICATION: Fares to or from intermediate points not named herein, will be the same as the fare to or from the next more distant station for which fares are named.

TICKET LIMITATION: Round trip fares will be good for seven days from the date of purchase.

TICKET REDEMPTION: Unused tickets or portion will not be redeemed.

SCHEDULE MAINTENANCE: Carrier will not be liable for delays caused by accidents, breakdowns, bad conditions of roads, snow storms or other conditions beyond his control and does not guarantee to arrive at or depart from any point at any specific time. The time of arrival at and departure from any point shown in the published time schedules are schedules it endeavors to maintain, but are not guaranteed.

OBJECTIONABLE PASSENGERS: Seattle Express reserves the right to refuse to transport persons under the influence of drugs or liquor, or incapable taking care of themselves, or whose condition, conduct or behavior may be objectionable to other passengers. The carrier reserves the right to refuse carriage of any material that the carrier considers unsafe or not in the best interest to the passengers.

ANIMALS: Dogs, cats and other animals or birds will not be carried. Exception: dogs traveling with sight or hearing impaired passengers will be carried free of charge. The dog will not be permitted to occupy a seat but must lie or stand at the feet of the passenger.

Issue Date: _____

Effective Date: November 10, 2003

Issued By: Ron Goldsberry, President

Effective: _____ TC- _____ LSN _____

Order/Other _____ BY: _____

2003 SEATTLE EXPRESS SCHEDULED SERVICE ONLY:

GROSS SALES		\$123,884
EXPENSES:		
PAYROLL & TAX	\$49,600	
GAS & PARK	19,280	
REPAIRS	4,300	
INSURANCE	11,290	
UTILITIES	3,500	
ADVERTISING	2,600	
INTEREST	14,387	
DEPRECIATION	15,000	
	\$119,957	119,957
PRE TAX INCOME		3,927

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

For the Operation of Motor Propelled Vehicles

pursuant to the provisions of Chapter 81 RCW

THIS IS TO CERTIFY that authority is granted to operate as a MOTOR CARRIER in the transportation of the commodities and in the territory described herein to

SEATTLE EXPRESS, INC.
d/b/a SEATTLE EXPRESS
15201 28th AVENUE SW
SEATTLE, WA 98166

CERT NO.
C-01052

PASSENGER SERVICE

BETWEEN: Hotels in the City of Renton and the Pike Place Market in downtown Seattle.

BETWEEN: Hotels in the City of Sea-Tac, South Center Mall, Pike Place Market and Cruise Terminals #66 and #30.

BETWEEN: Hotels in the City of Tukwila, South Center Mall, Pike Place Market, and Cruise Terminals #66 and #30.

TC-031383

11-13-03

SERVICE DATE

NOV 14 2003

WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION

By _____

