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April 7, 2005

VIA FACSIMILE – (360) 586-1150 – AND U.S. MAIL

Ms. Carole J. Washburn, Secretary
Washington Utilities and Transportation Commission
PO Box 47250
Olympia, WA 98504-7250

Re: Pacific Boat Enterprises, LLC.
and Mosquito Fleet, LLC
Certificate No. BC-125
Docket # TS-042184 (Do not re-docket)

Dear Ms. Washburn:

Please do not re-docket. We request that you update the information currently on file for Docket # TS-042184.

Mosquito Fleet, LLC has changes its ownership structure. Clipper Navigation, Inc has purchased Michael Bennett's 24.5% of Mosquito Fleet, LLC. Mr. Bennett has no ownership interest in Mosquito Fleet, LLC.

The new ownership of Mosquito Fleet, LLC is:

Clipper Navigation, Inc 75.5%
(Darrell Bryan, Executive Vice President and General Manager)

Pacific Boat Enterprises, LLC 24.5%
(Greg Dronkert, President)

Thank you for your assistance. If you have any questions regarding this information please contact me.

Clipper Navigation, Inc.

2701 Alaskan Way, Pier 69
Seattle, WA 98121-1199

Reservations: 206-448-5000
Administration: 206-443-2580
FAX: 206-443-2583

www.victoriaclipper.com

Sincerely,


Darrell E. Bryan
Executive Vice President and General Manager

254 Belleville Street
Victoria, BC V8V 1W9 Canada

Reservations: 250-382-8100
Administration: 250-384-8322
FAX: 250-382-2152

**MOSQUITO FLEET, LLC
ASSIGNMENT OF MEMBERSHIP INTEREST**

PARTIES: Clipper Navigation, Inc., ("CNI")
a Washington corporation

AND: Michael Bennett ("Bennett")


EFFECTIVE DATE: March 22, 2005

1. **Assignment.** Bennett assigns and transfers to CNI its entire 24.5% Economic Interest in Mosquito Fleet, LLC, a Washington limited liability company (the "Company"), represented by the Operating Agreement (the "Membership Interest").
2. **Warranty.** Bennett warrants to CNI that Bennett is the only owner of the Membership Interest, and that there is no adverse claim to the Membership Interest.
3. **Governing Law.** This Assignment of Membership Interest is governed by the laws of the State of Washington, without giving effect to any conflict-of-law principle of any jurisdiction.
4. **Venue.** Any action or proceeding arising out of this Assignment of Membership Interest will be litigated in courts located in King County, Washington. Each party consents and submits to the jurisdiction of any local, state, or federal court located in King County, Washington.
5. **Attorney's Fees.** If any arbitration or litigation is instituted to interpret, enforce, or rescind this Assignment of Membership Interest, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.



6. **Assignee's Acceptance.** CNI accepts the Membership Interest subject to the terms and conditions in this Assignment of Membership Interest.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above:


CNI:

BENNETT:

Clipper Navigation, Inc.

By:


Name: Darrell Bryan
Title: Chief Executive Officer


Michael Bennett