



January 30, 2014

Mr. Frank Sherman, President and CEO
TMS West Coast, Incorporated
Gray Line Seattle | Gray Line Tacoma
4500 West Marginal Way SW
Seattle, WA 98106

RE: NOTIFICATION OF CHARGES: Gray Line Seattle | Gray Line Tacoma

Dear Mr. Sherman,

The purpose of this letter is to provide TMS West Coast, Inc., notice as required pursuant to Section 3.12(c) of the Bylaws of Gray Line Corporation, Inc. that the Licenses for Gray Line Seattle, operated by TMS West Coast, Inc. and Gray Line Tacoma, operated by TMS West Coast, Inc., are subject to termination for violation of Section 3.11 (b) of the Gray Line Corporation Bylaws:

Sec. 3.11 (b)

Default in the payment of Royalties, fees, assessments and/or expenses exceeding \$1,000 USD (excluding finance charges) due to the Corporation for a period of sixty (60) days beyond the invoice date ("Invoice Date"). (The Invoice Date shall be the date printed on the invoice.)

Please reference the attached Statement for a detail of amounts and aging for all outstanding invoices. Also included are copies of the License Agreements for Gray Line Seattle and Gray Line Tacoma.

Pursuant to Section 3.12(d) of the Bylaws, you have thirty (30) days from the date of receipt of this notice to cure the default, or to notify Gray Line Worldwide in writing of your position with respect to the charges detailed herein. Upon the expiration of the thirty (30) day response period, if the amounts due and owing are not brought current, the Board of Directors shall promptly proceed to consider and act upon the charges made and information presented to the Board. The Board of Directors has the sole authority to terminate an owner for nonpayment.

Sincerely,

Brad Weber
President and CEO

BW/mot

Enclosures.

Gray Line Worldwide
Aged Receivables
As of Jan 30, 2014

Filter Criteria includes: 1) IDs: 1527; 2) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Customer ID Customer	Invoice	Date	P.O. No	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due	Age
1527	41160	2/1/13	Monthly Billing				23.87	23.87	363
Gray Line Seattle/Tac	41292	3/1/13	Monthly Billing				3,190.42	3,190.42	335
	41459	4/1/13	Monthly Billing				3,190.42	3,190.42	304
	41575	5/1/13	Monthly Billing				3,190.42	3,190.42	274
	41718	6/1/13	Monthly Billing				3,190.42	3,190.42	243
	41850	7/1/13	Monthly Billing				3,190.42	3,190.42	213
	41994	8/1/13	Monthly Billing				3,190.42	3,190.42	182
	42173	9/1/13	Monthly Billing				3,190.42	3,190.42	151
	42468	10/1/13	Monthly Billing				3,190.42	3,190.42	121
	42600	11/1/13	Monthly Billing			3,190.42		3,190.42	90
	42926	12/1/13	Monthly Billing		3,190.38			3,190.38	60
	43195	1/1/14	Monthly Billing	3,223.51				3,223.51	29
1527				3,223.51	3,190.38	3,190.42	25,547.23	35,151.54	
Gray Line Seattle/T									
Report Total				3,223.51	3,190.38	3,190.42	25,547.23	35,151.54	

Gray Line Worldwide
Customer Ledgers
For the Period From Aug 1, 2012 to Jan 31, 2014

Filter Criteria includes: 1) IDs: 1527. Report order is by ID. Report is printed in Detail Format.

Customer ID Customer	Date	Trans No	Type	Debit Amt	Credit Amt	Balance	Purch Order #
1527	8/1/12	Balance Fw				3,140.00	
Gray Line Seattle/	8/1/12	40207	* SJ	3,140.00		6,280.00	Monthly Billing
	8/7/12	1825	CRJ		3,140.00	3,140.00	Payment
	9/1/12	40356	* SJ	3,140.00		6,280.00	Monthly Billing
	9/10/12	1986	CRJ		3,140.00	3,140.00	Payment
	9/17/12	2062	CRJ		3,140.00	0.00	Payment
	9/21/12	40505	* SJ	39.56		39.56	Orbitz Admin Fees
	10/1/12	40547	* SJ	3,140.00		3,179.56	Monthly Billing
	10/24/1	40664	* SJ	19.38		3,198.94	Orbitz Admin Fees
	11/1/12	40697	* SJ	3,140.00		6,338.94	Monthly Billing
	11/13/1	2440	CRJ		3,179.56	3,159.38	Payment
	11/30/1	40954	* SJ	23.87		3,183.25	Orbitz Admin Fees
	12/1/12	40847	* SJ	3,140.00		6,323.25	Monthly Billing
	1/1/13	41041	* SJ	3,189.08		9,512.33	Monthly Billing
	1/3/13	2637	CRJ		3,140.00	6,372.33	Payment
	1/11/13	2565	CRJ		3,159.38	3,212.95	Payment
	1/23/13	2722	CRJ		3,189.08	23.87	Payment
	2/1/13	41160	SJ	3,191.76		3,215.63	Monthly Billing
	2/12/13	2809	CRJ		3,191.76	23.87	Payment
	3/1/13	41292	SJ	3,190.42		3,214.29	Monthly Billing
	4/1/13	41459	SJ	3,190.42		6,404.71	Monthly Billing
	5/1/13	41575	SJ	3,190.42		9,595.13	Monthly Billing
	6/1/13	41718	SJ	3,190.42		12,785.55	Monthly Billing
	7/1/13	41850	SJ	3,190.42		15,975.97	Monthly Billing
	8/1/13	41994	SJ	3,190.42		19,166.39	Monthly Billing
	9/1/13	42173	SJ	3,190.42		22,356.81	Monthly Billing
	10/1/13	42468	SJ	3,190.42		25,547.23	Monthly Billing
	11/1/13	42600	SJ	3,190.42		28,737.65	Monthly Billing
	12/1/13	42926	SJ	3,190.38		31,928.03	Monthly Billing
	1/1/14	43195	SJ	3,223.51		35,151.54	Monthly Billing
Report Total				57,291.32	25,279.78	35,151.54	



Gray Line Corporation
1835 Gaylord St.
Denver, Colorado 80206
Tel: (303) 394-6920 Fax: (303) 394-6950

LICENSE AGREEMENT

This LICENSE AGREEMENT made in Denver, Colorado, this **13th** day of **October, 2009**, by and between **Gray Line Corporation**, a Maryland Corporation, having its principal office at 1835 Gaylord St., Denver, Colorado 80206 (hereinafter referred to as "Gray Line" or "Licensor") and TMS West Coast, Inc. (hereinafter referred to as "Licensee"), having its principal offices at 4,500 West Marginal Way, Seattle, WA 98106 awards **Gray Line Seattle** and the area shown on the attached Origin Map(s) as Licensee's "Licensed Territory."

WHEREAS: Gray Line is a non-stock company organized under the laws of Maryland and maintains its general and administrative office in Denver, Colorado; and

WHEREAS: Gray Line is the owner, and Licensor of duly registered trademarks, trade names, designs and logos which are collectively designated below as the "Licensed Trademarks"; and

WHEREAS: Licensee is interested in acquiring the right to use the Licensed Trademarks and develop the business connected with the Licensed Trademarks in the Licensed Territory; and

WHEREAS: The Licensee possesses the requisite operating authority in the Licensed Territory to conduct the Services; and

WHEREAS: Licensor is willing to grant Licensee such rights to the Licensed Trademarks for use in the Licensed Territory pursuant to the Governing Documents and under the terms and conditions more fully set forth herein.

NOW, THEREFORE: In consideration of the mutual covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

DEFINITIONS

"Grant Royalty" shall mean the one-time payment made by a Licensee or transferee upon acceptance as an owner pursuant to the provisions of the Governing Documents.

"Governing Documents" shall mean this License, the Bylaws approved and adopted by the Owners of Gray Line, the Standards approved by the Gray Line Board of Directors, and the Royalty Structure approved by the Board of Directors, as amended from time to time.

"Licensed Territory" shall mean that geographic area specifically delineated in the Origin Map (appended hereto as Exhibit A) by Licensor.

"Licensee" shall mean any Gray Line approved individual or entity that provides Services in a Licensed Territory. The term "Licensee" shall not include any affiliate, related entity, or parent company that provides Services in any other territory or licensed territory.

"Licensee's Affiliates" shall mean any entity related, affiliated or controlled by, controlling or under common control or ownership with Licensee.

"Licensed Trademarks" shall mean, whether they are registered, registerable or not, the trade name and service marks of Licensor and all legally protectable elements, contributions, collective works thereof or derivative works thereto, when dealing with the Services; the Registered Trademarks; the logotypes for the trade names and Registered Trademarks; the designs of the products and ornaments used in connection with the Services; signs and displays connected with the business, or other services where these trademarks, trade names, service marks, logos, designs and/or ornaments consist of, comprise, include or in any way make use of the words "Gray Line," or figures, logotypes, or designs that are similar in any way with that of Gray Line.

"Origin Map" shall mean a highlighted map or similar document that delineates, in detail, the boundary points of a Licensed Territory,

"Owner" shall mean a Licensee who has been granted a license by Licensor within a given geographic area or territory, subject to the terms and conditions of the Governing Documents.

"Registered Trademarks" shall mean the trademarks and service marks of Licensor registered or registerable with the United States Patent and Trademark Office or other official registry or trademark office in a Licensed Territory. Licensor's registered marks include, but are not limited to: Gray Line; Gray Line & Design; Gray Line On-line; Gray Line Worldwide; Gray Line Sight-Seeing Association; Gray Line Sightseeing Everywhere; I Love Gray Line Sightseeing; A World of Discovery; The Gray Line & Diamond Design; The Gray Line; Gray Line Logo; and The Gray Line Sight-Seeing Everywhere & Design.

"Royalty" shall mean the amount payable to Licensor by Licensee under the Governing Documents in place at the time this License is signed, or as modified pursuant to the Governing Documents.

"Royalty Structure" shall mean the schedule of payments approved and adopted by the Gray Line Board of Directors detailing assessments, fees, and royalty payments payable to Licensor by Licensee, as amended from time to time.

"Services" shall mean per capita scheduled or group sightseeing and/or charter, tour or transfer operations within the Licensed Territory.

"Standards" shall mean the General Membership Standards, Operating Standards, Marketing Standards, Financial Standards, and Enforcement Standards approved and adopted by the Gray Line Board of Directors, as amended from time to time.

PAYMENTS

So long as this License is in effect, Licensee shall Pay Licensor as follows:

1. Grant Royalty. Payment of \$7,500.00 (U.S. Dollars) shall be considered the Grant Royalty, which is in addition to and shall not be offset by any payments made by Licensee or any of Licensee's Affiliates to Licensor. Notwithstanding the foregoing, in the event that Licensee has previously paid an application fee to Licensor for the Licensed Territory, such application fee shall be deemed to have fully satisfied the Grant Royalty; and
2. Royalty. Payment of Royalty shall be paid as more fully set forth in the Governing Documents, as amended from time to time. All payments shall be made free and clear, without deduction or setoff, including deductions for taxes. In the event that the Licensee is prohibited from making such payments unless such deductions are made or withheld therefrom, then Licensee shall pay such additional amounts as are necessary in order that the net amounts received hereunder, after such deduction or withholding, equal the amount that would have been received if such deduction or withholding had not occurred.
3. Set Up Fee. A Set Up Fee as assessed by Gray Line.
4. Other Fees. Travel guide fees, marketing fees, and other reasonable and necessary fees approved by the Board of Directors.

LICENSE GRANT

1. The Licensee warrants and represents the information supplied in this License is true and correct as of the execution date of this License, and that the signatory hereto is duly authorized by the Licensee to execute this License.

2. The Licensor hereby grants to the Licensee the right and license to use the Licensed Trademarks in the Licensed Territory (identified in the Origin Map attached as Exhibit A) and the enjoyment of all services provided by Licensor in accordance with the terms and conditions of this License and the Governing Documents.

3. The Licensed Trademarks used on or in connection with the Services (including copyright and other proprietary or intellectual property rights) are the sole and exclusive property of the Licensor. Licensee shall not have the right to sublicense or modify the terms of this License.

4. Except for the rights granted under this License and subject to the terms and conditions contained in this License, Licensee shall not have or retain any right, title or interest, express or implied, in the Licensed Trademarks. The Licensee shall not at any time after transfer or termination of this License, assert or claim any right to sell or offer for sale any product or service under any of the Licensed Trademarks, or any trademark or service mark confusingly similar thereto, or use in commerce any mark which may constitute an imitation or infringement of any of the Licensed Trademarks.

MARKING AND METHOD OF USE

1. Licensee shall comply with the provisions of this License, the Governing Documents, and regulations governing the License.

2. Licensee shall operate the Services and equipment in a lawful manner, and comply with all applicable laws and the Governing Documents.

3. In the event the Licensee promotes the Services via the internet pursuant to the Governing Documents, and the Licensee registers a Uniform Resource Locator ("URL") or other electronic identifier that includes the words "Gray Line" (e.g., GrayLineABC.com), the Licensee agrees to register any such URL or identifier in the name of the Licensor. In the event that the URL or other identifier has previously been registered in the Licensee's name, the Licensee agrees to transfer the URL or identifier to the Licensor upon request, but in no event later than the termination of this License. Notwithstanding the foregoing, an approved transfer of a License shall not be construed to be a termination under the provisions of this section.

4. Licensee shall not operate any site or promote Services on any site that contains any content, work, name, mark, designation, materials or link that (a) contains any content, material or link

that violates applicable law or infringes any property, intellectual property, contract or tort right of any person, or (b) contains any content that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious.

TRANSFER

1. A License in Gray Line shall not be sold, assigned, transferred or pledged as an asset, unless and until Licenser approves such action pursuant to the provisions of the Governing Documents.

2. The restriction against sale, assignment, transfer or pledge of a License shall apply to all sales, assignments, transfers or pledges or other evidence of ownership of an Owner or its parent company that result in a transfer or control of the Licensee's operations to a purchaser, assignee, transferee or pledgee. A transfer of control will be deemed to have occurred if ownership of 50% or more of the equity interest of an Owner or its parent company is sold, assigned, transferred or pledged to Transferee.

QUALITY CONTROL AND AUDITS

1. Licensee shall at all times during this License and for one year subsequent thereto, make available to Gray Line for audit at Licensee's principal place of business, accurate and up-to-date records which will contain the complete data from which amounts due to Licenser under this License can be readily calculated, and shall preserve and permit examination of such records for such purposes at such reasonable times as Licenser or Licenser's authorized representative shall so request.

2. Licensee shall, at the reasonable request of Licenser, submit to Licenser representative samples of items for inspection. Licensee shall also permit authorized representatives of Licenser to inspect office and garage facilities at reasonable times, to make such inspection as such representative shall consider appropriate as to ascertain whether Licensee is in compliance with the Governing Documents. If it is determined that Licensee is in default of Licensee's obligations, then Licenser shall give notice to Licensee and shall be entitled to take such actions as provided in the Governing Documents.

3. The maintenance of the quality standards established by Licenser is an important part of this License and performance by Licensee hereunder shall not be deemed complete unless Licensee maintains the quality standards of Licenser.

TERMS OF AGREEMENT

1. A Licensee may resign from Gray Line by giving written notice of such intention to the President of Gray Line pursuant to the terms of the Governing Documents, and by making payment of all dues and other charges that may then be due and owing to Gray Line. A notice of termination sent via registered or certified mail by Licensor ("Cease and Desist") detailing Licensee's duties and responsibilities upon termination shall be signed by Licensee and promptly returned to Licensor.

2. No resignation shall relieve the Licensee from responsibility for obligations or any liability, which may have been or may thereafter be incurred by reason of any action of, or omission to act, by the Licensee.

3. This License may be terminated and Licensee may be suspended or revoked as provided for in this License and the Governing Documents.

4. Licensor may terminate this License immediately in the event of insolvency of the Licensee or the Licensee's parent, or upon an assignment for the benefit of creditors of the Licensee.

5. Upon termination of this License, Licensee shall (a) cease all use of the Licensed Trademarks and shall not thereafter use any word, expression, design or symbol as a trademark or trade name which is confusingly similar thereto or which may constitute an imitation thereof or which infringes a Licensed Trademark in any other manner whatsoever, (b) discontinue the use of the Licensed Trademarks on all motor coaches, facilities, or products, or in any other form, and (c) perform all acts which may be necessary or useful to render effective the termination of the interest of Licensee in the Licensed Trademarks, including but not limited to, transfer of any registration or recordation, or any summary thereof.

6. In the event of a breach of any material provision of this License or the Governing Documents, Licensor shall be entitled, in addition to any other remedy it may have, to injunctive relief to prevent a further breach thereof, and to restrain said Licensee from using, among other things, the Licensed Trademarks, the Registered Trademarks, the Gray Line name, and Licensor's designs and logo. If such action is necessitated, Licensor shall be entitled to recover its costs and attorney fees.

7. Effective as of the date of this License, the Licensee shall indemnify and save Licensor harmless against all claims, liabilities, judgments, costs, damages and expenses of all nature, including reasonable attorney fees and court costs arising as a result of any actions taken, service provided or operations conducted by the Licensee, whether the same is due to the negligence of the Licensee or not. Such obligation, if and when established, shall be assessed against the Licensee and paid to Licensor by said Licensee. To assure the ability of the Licensee to provide the indemnification of Licensor required under this paragraph, Licensee agrees: (1) to cause Gray Line Corporation to be named as an additional insured on all liability insurance policies maintained by the

Licensee, including general liability policies maintained by Licensee; and (2) annually submit to Licensors current original certificates from its insurance carrier confirming that Gray Line Corporation has been named as an additional insured on all of the Licensee's liability insurance policies, and that liability insurance is in full force and effect with respect to all of the Licensee's service and operations. In the United States, the minimum amount of liability insurance coverage shall be consistent with the coverage required by U. S. Department of Transportation (USDOT) regulations or such other regulatory oversight agencies. For Licensees located outside of USDOT jurisdiction, the minimum amount of liability insurance coverage shall be as required by applicable regulations governing Licensee's area of operations, but in no event less than the minimum amounts required by USDOT regulations. The Licensee also agrees to submit additional certificates of insurance to Licensors if any changes of insurance carrier or amount of coverage are made, and keep Licensors apprised of any and all material claims.

8. Upon execution, this License shall supersede any prior agreement between the Licensors and the Licensee and shall constitute the sole agreement between the parties.

9. The term of this License will begin on the date of execution and shall remain effective until terminated by the resignation of the Licensee, or by suspension, transfer or termination as provided in the Governing Documents.

10. The representations, warranties and indemnity provisions contained in the Membership Agreement and this License shall survive transfer or termination.

11. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

12. This License shall be construed in accordance with the laws of the State of Colorado and shall be binding upon and inure to the benefits of the parties and their respective successors, heirs or legal representatives, as the case may be.

13. If any term, condition or provision of this License is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms, conditions and provisions hereof or the whole of the License, but such terms, conditions or provisions shall be deemed modified to the extent necessary to render such terms, conditions and provisions enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest extent permissible the parties' intent and agreements set forth herein.

14. This License does not in any way create a relationship of principal and agent, partnership or joint venture between Licensors and Licensee.

15. This License may not be amended, except by written instrument executed by an authorized representative of each party to this License.

16. This License does not in any way constitute a franchise for the purpose the Franchise Investment Law, the Federal Trade Act or any other laws of any other state. To this end the parties agree that Licensee is free to operate its business according to its own system. Licensee shall be required, however, to maintain high quality standards so as not to damage Licensor's reputation or the good will associated with the Licensed Trademarks.

17. Other than Licensor's right to seek injunctive relief from a court of competent jurisdiction to enforce Licensor's rights and prevent imminent harm, in the event that a dispute arises between the parties, Licensor and Licensee expressly waive their right to a jury, as well as their right to seek judicial relief in court. Instead, Licensor and domestic Licensees stipulate and agree to submit their disputes to binding arbitration before the American Arbitration Association ("AAA"). For International Licensees, the parties agree to binding arbitration before the AAA or the ICC in their respective countries. In either case, the prevailing party shall be entitled to recover reasonable fees and costs incurred in the action.

IN WITNESS WHEREOF the parties have signed this License effective the 13th day of October 2009.

Gray Line Seattle:

Gray Line Corporation:

COMPANY: TMS West Coast, Inc.

(1) BY: _____
(Type or Print Name of President above)

BY: Brad Weber
Brad Weber, President

SIGNED: _____
(Signature of President)

(GRAY LINE SEAL)

(2) BY: Jeremy Butzlaff
(Type or Print Name of Partner or Other Officer above)

ATTEST SEAL:

SIGNED: 11/16/09
(Signature of Partner or Other Officer)

By: _____
Gray Line Corporation, Inc.

STATE OF Washington)
COUNTY OF King) ss.
COUNTRY OF USA)

SUBSCRIBED AND SWORN BEFORE ME on this 16th day of November, 20 09,
by Jeremy C. Butzlaff as officer of TMS West Coast, Inc.

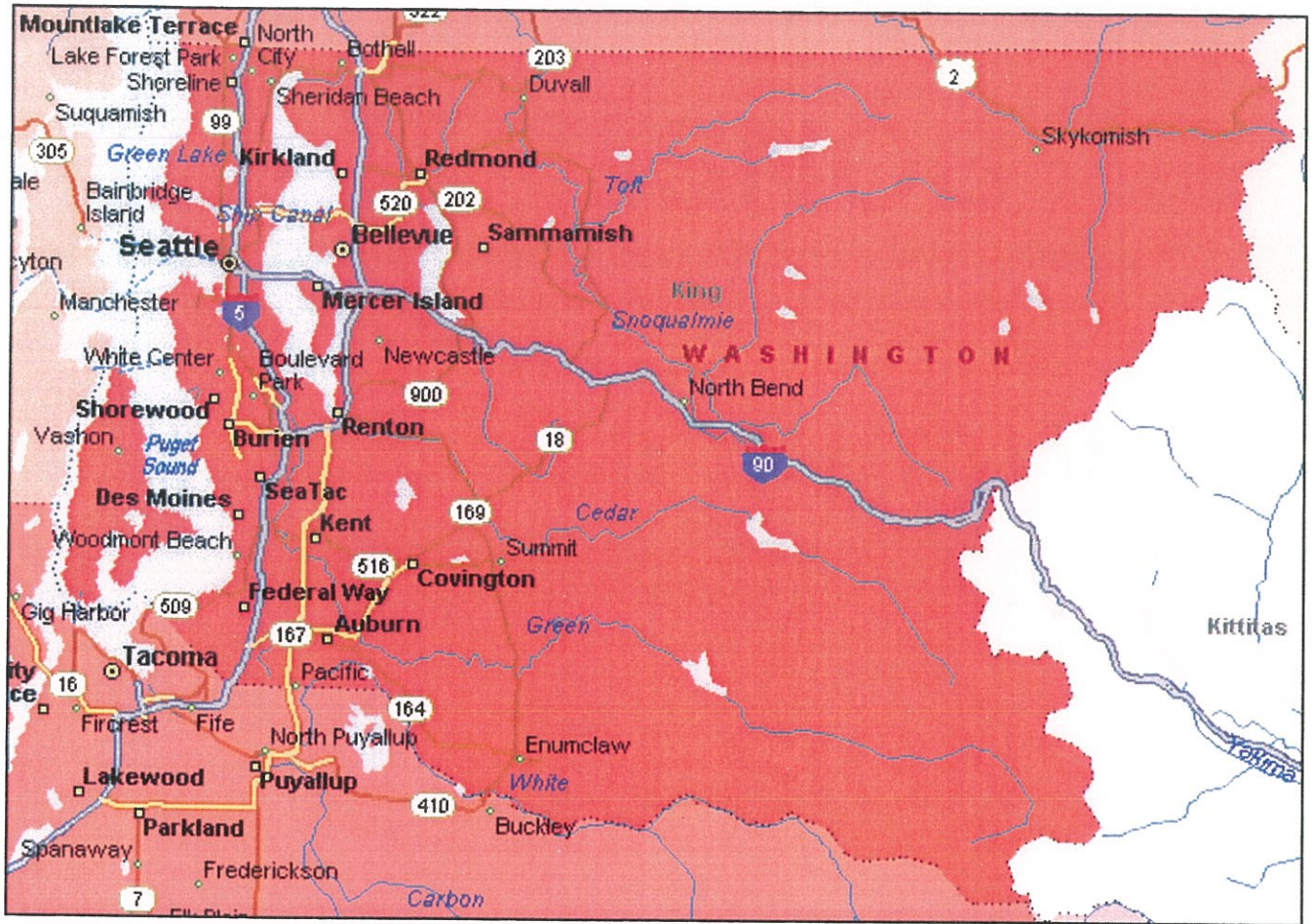
[Signature]
Notary Public Signature
(NOTARY SEAL)



Print Notary Name: DANIEL I. WAYONG My Commission Expires: 01/09/2011

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ORIGIN MAP: Gray Line Seattle



Definition of Licensed Territory:

The Licensed Territory of Seattle shall incorporate all land & water rights within the recognized boundaries of King County as depicted above.



Gray Line Corporation
1835 Gaylord St.
Denver, Colorado 80206
Tel: (303) 394-6920 Fax: (303) 394-6950

LICENSE AGREEMENT

This LICENSE AGREEMENT made in Denver, Colorado, this **13th** day of **October, 2009**, by and between **Gray Line Corporation**, a Maryland Corporation, having its principal office at 1835 Gaylord St., Denver, Colorado 80206 (hereinafter referred to as "Gray Line" or "Licensor") and TMS West Coast, Inc. (hereinafter referred to as "Licensee"), having its principal offices at 4,500 West Marginal Way, Seattle, WA 98106 awards **Gray Line Tacoma** and the area shown on the attached Origin Map(s) as Licensee's "Licensed Territory."

WHEREAS: Gray Line is a non-stock company organized under the laws of Maryland and maintains its general and administrative office in Denver, Colorado; and

WHEREAS: Gray Line is the owner, and Licensor of duly registered trademarks, trade names, designs and logos which are collectively designated below as the "Licensed Trademarks"; and

WHEREAS: Licensee is interested in acquiring the right to use the Licensed Trademarks and develop the business connected with the Licensed Trademarks in the Licensed Territory; and

WHEREAS: The Licensee possesses the requisite operating authority in the Licensed Territory to conduct the Services; and

WHEREAS: Licensor is willing to grant Licensee such rights to the Licensed Trademarks for use in the Licensed Territory pursuant to the Governing Documents and under the terms and conditions more fully set forth herein.

NOW, THEREFORE: In consideration of the mutual covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

DEFINITIONS

“Grant Royalty” shall mean the one-time payment made by a Licensee or transferee upon acceptance as an owner pursuant to the provisions of the Governing Documents.

“Governing Documents” shall mean this License, the Bylaws approved and adopted by the Owners of Gray Line, the Standards approved by the Gray Line Board of Directors, and the Royalty Structure approved by the Board of Directors, as amended from time to time.

“Licensed Territory” shall mean that geographic area specifically delineated in the Origin Map (appended hereto as Exhibit A) by Licensors.

“Licensee” shall mean any Gray Line approved individual or entity that provides Services in a Licensed Territory. The term “Licensee” shall not include any affiliate, related entity, or parent company that provides Services in any other territory or licensed territory.

“Licensee’s Affiliates” shall mean any entity related, affiliated or controlled by, controlling or under common control or ownership with Licensee.

“Licensed Trademarks” shall mean, whether they are registered, registerable or not, the trade name and service marks of Licensors and all legally protectable elements, contributions, collective works thereof or derivative works thereto, when dealing with the Services; the Registered Trademarks; the logotypes for the trade names and Registered Trademarks; the designs of the products and ornaments used in connection with the Services; signs and displays connected with the business, or other services where these trademarks, trade names, service marks, logos, designs and/or ornaments consist of, comprise, include or in any way make use of the words “Gray Line;” or figures, logotypes, or designs that are similar in any way with that of Gray Line.

“Origin Map” shall mean a highlighted map or similar document that delineates, in detail, the boundary points of a Licensed Territory,

“Owner” shall mean a Licensee who has been granted a license by Licensors within a given geographic area or territory, subject to the terms and conditions of the Governing Documents.

“Registered Trademarks” shall mean the trademarks and service marks of Licensors registered or registerable with the United States Patent and Trademark Office or other official registry or trademark office in a Licensed Territory. Licensors’ registered marks include, but are not limited to: Gray Line; Gray Line & Design; Gray Line On-line; Gray Line Worldwide; Gray Line Sight-Seeing Association; Gray Line Sightseeing Everywhere; I Love Gray Line Sightseeing; A World of Discovery; The Gray Line & Diamond Design; The Gray Line; Gray Line Logo; and The Gray Line Sight-Seeing Everywhere & Design.

"Royalty" shall mean the amount payable to Licensors by Licensee under the Governing Documents in place at the time this License is signed, or as modified pursuant to the Governing Documents.

"Royalty Structure" shall mean the schedule of payments approved and adopted by the Gray Line Board of Directors detailing assessments, fees, and royalty payments payable to Licensors by Licensee, as amended from time to time.

"Services" shall mean per capita scheduled or group sightseeing and/or charter, tour or transfer operations within the Licensed Territory.

"Standards" shall mean the General Membership Standards, Operating Standards, Marketing Standards, Financial Standards, and Enforcement Standards approved and adopted by the Gray Line Board of Directors, as amended from time to time.

PAYMENTS

So long as this License is in effect, Licensee shall Pay Licensors as follows:

1. Grant Royalty. Payment of \$7,500.00 (U.S. Dollars) shall be considered the Grant Royalty, which is in addition to and shall not be offset by any payments made by Licensee or any of Licensee's Affiliates to Licensors. Notwithstanding the foregoing, in the event that Licensee has previously paid an application fee to Licensors for the Licensed Territory, such application fee shall be deemed to have fully satisfied the Grant Royalty; and

2. Royalty. Payment of Royalty shall be paid as more fully set forth in the Governing Documents, as amended from time to time. All payments shall be made free and clear, without deduction or setoff, including deductions for taxes. In the event that the Licensee is prohibited from making such payments unless such deductions are made or withheld therefrom, then Licensee shall pay such additional amounts as are necessary in order that the net amounts received hereunder, after such deduction or withholding, equal the amount that would have been received if such deduction or withholding had not occurred.

3. Set Up Fee. A Set Up Fee as assessed by Gray Line.

4. Other Fees. Travel guide fees, marketing fees, and other reasonable and necessary fees approved by the Board of Directors.

LICENSE GRANT

1. The Licensee warrants and represents the information supplied in this License is true and correct as of the execution date of this License, and that the signatory hereto is duly authorized by the Licensee to execute this License.

2. The Licensor hereby grants to the Licensee the right and license to use the Licensed Trademarks in the Licensed Territory (identified in the Origin Map attached as Exhibit A) and the enjoyment of all services provided by Licensor in accordance with the terms and conditions of this License and the Governing Documents.

3. The Licensed Trademarks used on or in connection with the Services (including copyright and other proprietary or intellectual property rights) are the sole and exclusive property of the Licensor. Licensee shall not have the right to sublicense or modify the terms of this License.

4. Except for the rights granted under this License and subject to the terms and conditions contained in this License, Licensee shall not have or retain any right, title or interest, express or implied, in the Licensed Trademarks. The Licensee shall not at any time after transfer or termination of this License, assert or claim any right to sell or offer for sale any product or service under any of the Licensed Trademarks, or any trademark or service mark confusingly similar thereto, or use in commerce any mark which may constitute an imitation or infringement of any of the Licensed Trademarks.

MARKING AND METHOD OF USE

1. Licensee shall comply with the provisions of this License, the Governing Documents, and regulations governing the License.

2. Licensee shall operate the Services and equipment in a lawful manner, and comply with all applicable laws and the Governing Documents.

3. In the event the Licensee promotes the Services via the internet pursuant to the Governing Documents, and the Licensee registers a Uniform Resource Locator ("URL") or other electronic identifier that includes the words "Gray Line" (e.g., GrayLineABC.com), the Licensee agrees to register any such URL or identifier in the name of the Licensor. In the event that the URL or other identifier has previously been registered in the Licensee's name, the Licensee agrees to transfer the URL or identifier to the Licensor upon request, but in no event later than the termination of this License. Notwithstanding the foregoing, an approved transfer of a License shall not be construed to be a termination under the provisions of this section.

4. Licensee shall not operate any site or promote Services on any site that contains any content, work, name, mark, designation, materials or link that (a) contains any content, material or link

that violates applicable law or infringes any property, intellectual property, contract or tort right of any person, or (b) contains any content that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious.

TRANSFER

1. A License in Gray Line shall not be sold, assigned, transferred or pledged as an asset, unless and until Licenser approves such action pursuant to the provisions of the Governing Documents.

2. The restriction against sale, assignment, transfer or pledge of a License shall apply to all sales, assignments, transfers or pledges or other evidence of ownership of an Owner or its parent company that result in a transfer or control of the Licensee's operations to a purchaser, assignee, transferee or pledgee. A transfer of control will be deemed to have occurred if ownership of 50% or more of the equity interest of an Owner or its parent company is sold, assigned, transferred or pledged to Transferee.

QUALITY CONTROL AND AUDITS

1. Licensee shall at all times during this License and for one year subsequent thereto, make available to Gray Line for audit at Licensee's principal place of business, accurate and up-to-date records which will contain the complete data from which amounts due to Licenser under this License can be readily calculated, and shall preserve and permit examination of such records for such purposes at such reasonable times as Licenser or Licenser's authorized representative shall so request.

2. Licensee shall, at the reasonable request of Licenser, submit to Licenser representative samples of items for inspection. Licensee shall also permit authorized representatives of Licenser to inspect office and garage facilities at reasonable times, to make such inspection as such representative shall consider appropriate as to ascertain whether Licensee is in compliance with the Governing Documents. If it is determined that Licensee is in default of Licensee's obligations, then Licenser shall give notice to Licensee and shall be entitled to take such actions as provided in the Governing Documents.

3. The maintenance of the quality standards established by Licenser is an important part of this License and performance by Licensee hereunder shall not be deemed complete unless Licensee maintains the quality standards of Licenser.

TERMS OF AGREEMENT

1. A Licensee may resign from Gray Line by giving written notice of such intention to the President of Gray Line pursuant to the terms of the Governing Documents, and by making payment of all dues and other charges that may then be due and owing to Gray Line. A notice of termination sent via registered or certified mail by Licensor ("Cease and Desist") detailing Licensee's duties and responsibilities upon termination shall be signed by Licensee and promptly returned to Licensor.

2. No resignation shall relieve the Licensee from responsibility for obligations or any liability, which may have been or may thereafter be incurred by reason of any action of, or omission to act, by the Licensee.

3. This License may be terminated and Licensee may be suspended or revoked as provided for in this License and the Governing Documents.

4. Licensor may terminate this License immediately in the event of insolvency of the Licensee or the Licensee's parent, or upon an assignment for the benefit of creditors of the Licensee.

5. Upon termination of this License, Licensee shall (a) cease all use of the Licensed Trademarks and shall not thereafter use any word, expression, design or symbol as a trademark or trade name which is confusingly similar thereto or which may constitute an imitation thereof or which infringes a Licensed Trademark in any other manner whatsoever, (b) discontinue the use of the Licensed Trademarks on all motor coaches, facilities, or products, or in any other form, and (c) perform all acts which may be necessary or useful to render effective the termination of the interest of Licensee in the Licensed Trademarks, including but not limited to, transfer of any registration or recordation, or any summary thereof.

6. In the event of a breach of any material provision of this License or the Governing Documents, Licensor shall be entitled, in addition to any other remedy it may have, to injunctive relief to prevent a further breach thereof, and to restrain said Licensee from using, among other things, the Licensed Trademarks, the Registered Trademarks, the Gray Line name, and Licensor's designs and logo. If such action is necessitated, Licensor shall be entitled to recover its costs and attorney fees.

7. Effective as of the date of this License, the Licensee shall indemnify and save Licensor harmless against all claims, liabilities, judgments, costs, damages and expenses of all nature, including reasonable attorney fees and court costs arising as a result of any actions taken, service provided or operations conducted by the Licensee, whether the same is due to the negligence of the Licensee or not. Such obligation, if and when established, shall be assessed against the Licensee and paid to Licensor by said Licensee. To assure the ability of the Licensee to provide the indemnification of Licensor required under this paragraph, Licensee agrees: (1) to cause Gray Line Corporation to be named as an additional insured on all liability insurance policies maintained by the

Licensee, including general liability policies maintained by Licensee; and (2) annually submit to Licensors current original certificates from its insurance carrier confirming that Gray Line Corporation has been named as an additional insured on all of the Licensee's liability insurance policies, and that liability insurance is in full force and effect with respect to all of the Licensee's service and operations. In the United States, the minimum amount of liability insurance coverage shall be consistent with the coverage required by U. S. Department of Transportation (USDOT) regulations or such other regulatory oversight agencies. For Licensees located outside of USDOT jurisdiction, the minimum amount of liability insurance coverage shall be as required by applicable regulations governing Licensee's area of operations, but in no event less than the minimum amounts required by USDOT regulations. The Licensee also agrees to submit additional certificates of insurance to Licensors if any changes of insurance carrier or amount of coverage are made, and keep Licensors apprised of any and all material claims.

8. Upon execution, this License shall supersede any prior agreement between the Licensors and the Licensee and shall constitute the sole agreement between the parties.

9. The term of this License will begin on the date of execution and shall remain effective until terminated by the resignation of the Licensee, or by suspension, transfer or termination as provided in the Governing Documents.

10. The representations, warranties and indemnity provisions contained in the Membership Agreement and this License shall survive transfer or termination.

11. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

12. This License shall be construed in accordance with the laws of the State of Colorado and shall be binding upon and inure to the benefits of the parties and their respective successors, heirs or legal representatives, as the case may be.

13. If any term, condition or provision of this License is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms, conditions and provisions hereof or the whole of the License, but such terms, conditions or provisions shall be deemed modified to the extent necessary to render such terms, conditions and provisions enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest extent permissible the parties' intent and agreements set forth herein.

14. This License does not in any way create a relationship of principal and agent, partnership or joint venture between Licensors and Licensee.

15. This License may not be amended, except by written instrument executed by an authorized representative of each party to this License.

16. This License does not in any way constitute a franchise for the purpose the Franchise Investment Law, the Federal Trade Act or any other laws of any other state. To this end the parties agree that Licensee is free to operate its business according to its own system. Licensee shall be required, however, to maintain high quality standards so as not to damage Licensor's reputation or the good will associated with the Licensed Trademarks.

17. Other than Licensor's right to seek injunctive relief from a court of competent jurisdiction to enforce Licensor's rights and prevent imminent harm, in the event that a dispute arises between the parties, Licensor and Licensee expressly waive their right to a jury, as well as their right to seek judicial relief in court. Instead, Licensor and domestic Licensees stipulate and agree to submit their disputes to binding arbitration before the American Arbitration Association ("AAA"). For International Licensees, the parties agree to binding arbitration before the AAA or the ICC in their respective countries. In either case, the prevailing party shall be entitled to recover reasonable fees and costs incurred in the action.

IN WITNESS WHEREOF the parties have signed this License effective the 13th day of October 2009.

Gray Line Tacoma:

Gray Line Corporation:

COMPANY: TMS West Coast, Inc.

(1) BY: _____
(Type or Print Name of President above)

BY: 
Brad Weber, President

SIGNED: _____
(Signature of President)

(GRAY LINE SEAL)

(2) BY: Jeremy Butzlaff
(Type or Print Name of Partner or Other Officer above)

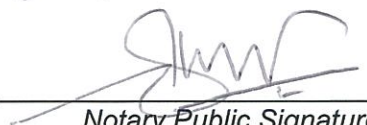
ATTEST SEAL:

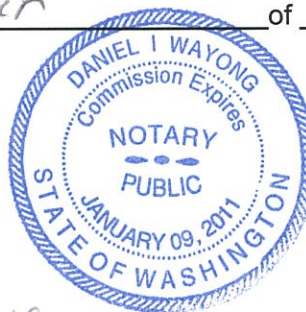
SIGNED:  11/16/09
(Signature of Partner or Other Officer)

By: _____
Gray Line Corporation, Inc.

STATE OF Washington)
COUNTY OF King) ss.
COUNTRY OF USA)

SUBSCRIBED AND SWORN BEFORE ME on this 16th day of November, 2009,
by Jeremy C. Butzlaff as officer of TMS West Coast, Inc.

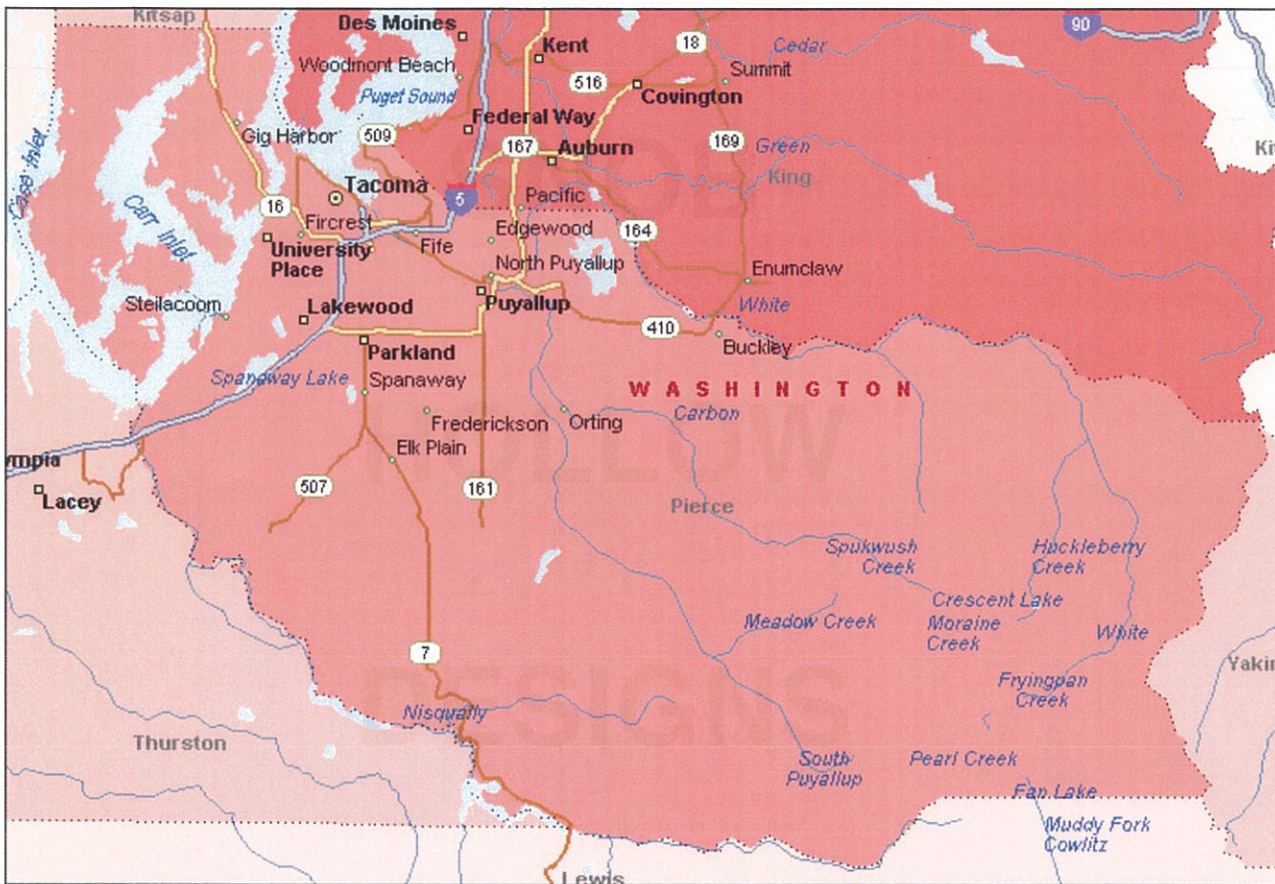

Notary Public Signature
(NOTARY SEAL)



Print Notary Name: DANIEL I WAYONG My Commission Expires: 01/09/2011

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ORIGIN MAP: Gray Line Tacoma



Definition of Licensed Territory:

The Licensed Territory of Tacoma shall incorporate all land and water rights within the recognized boundaries of Pierce County as depicted above.