

AGENDA ITEM SUMMARY

☐ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

A) A Consent to Assignment and Assumption of Agreement and First Amendment of Assigned Contract (Consent) with Palm Beach Transportation Group, LLC, (PBTG/Assignor) and Southeastern Florida Transportation Group, LLC (SEFTG/Assignee) for the assignment, assumption and amendment of the Airport Ground Transportation Concession Agreement (R-2005-1774) (Concession Agreement), becoming effective upon approval.

Summary: PBTG provides on-demand ground transportation services at PBIa pursuant to the Concession Agreement. The Concession Agreement commenced on October 1, 2005 and expires on September 30, 2012. The County has one 3-year option to renew upon expiration of the initial term. PBTG has requested the County's consent to assign the Concession Agreement to a newly formed Florida limited liability company, SEFTG. SEFTG's principal place of business is located in Palm Beach County. Because SEFTG is a newly formed entity, the Consent also requires SEFTG's obligations under the Concession Agreement to be guaranteed by Peninsula Transportation Group, LLC, PTG Enterprises, LLC and the Jean Meathe Irrevocable Trust. SEFTG is also obligated to provide payment security equal to 50% of the minimum annual guarantee. The Consent amends the Concession Agreement to add the Inspector General language and to modify business automobile liability insurance provisions to allow for Scheduled Autos if Business Automobile Liability is not commercially available for All Owned, Non-owned and Hired Automobiles. Scheduled Auto coverage is limited to the vehicles listed on the policy. Accordingly, the Consent provides that SEFTG shall only operate the Scheduled Autos covered by insurance on PBIa. In addition to the Concession Agreement, PBTG entered into a license agreement (R-2008-1849) for the use of office and parking space at PBIa as a staging area for its ground transportation operations. The license agreement is not assignable; therefore, staff is recommending the approval of a new license agreement with SEFTG. **Countywide (AH)**

1. Consent (3)
2. License Agreement (3)

Date

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs					
Operating Revenues					
External Revenues (Grants)					
In-Kind Match (County)					
Operating Costs					
NET FISCAL IMPACT	* ~ 0 ~ see below				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes _____ No _____
Budget Account No: Fund _____ Department _____ Unit _____ Resource _____
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* No fiscal impact. The new license agreement terminates and replaces the existing license agreement with no change in payments made to the County.

C. Departmental Fiscal Review:

C. M. Simon

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

[Signature] 12/20/2010
OFMB
12/20/10
12/20/10

B. Legal Sufficiency:

Anne Welford 12/27/10
Assistant County Attorney
Corrected bond has been obtained
at time of signature

C. Other Department Review:

Department Director

[Signature] 12/21/10
Contract Dev. and Control

At the time of our review, a corrected Bond was in the process of being obtained. The documents comply with our review requirements.

**CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT
AND FIRST AMENDMENT OF ASSIGNED CONTRACT**

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT AND FIRST AMENDMENT OF ASSIGNED CONTRACT (this "Consent"), is made and entered into this _____, by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County"), **Palm Beach Transportation Group, LLC**, a Florida limited liability company (the "Assignor"), and **Southeastern Florida Transportation Group, LLC**, a Florida limited liability company (the "Assignee"), and **Peninsula Transportation Group, LLC**, a Delaware Limited Liability Company, **PTG Enterprises, LLC**, a Florida Limited Liability Company and **Jean Meathe Irrevocable Trust**, under agreement dated September 1, 2010 (collectively, the "Guarantors").

This Consent to Assignment and Assumption of Agreement is based upon the following facts:

1. County and Assignor entered into that certain Airport Ground Transportation Concession Agreement dated September 20, 2005 (R-2005-1774) (the "Assigned Contract") for the provision of on-demand ground transportation services at the Palm Beach International Airport (the "Airport").

2. The Assignor and Assignee have notified the County that Assignee and Assignor have entered into an Assignment and Assumption of Agreement dated January 11, 2011 (the "Assignment Agreement"), attached hereto and incorporated herein as Exhibit "A". Pursuant to the Assignment Agreement, the Assignor has agreed to assign, transfer and convey all of Assignor's right, title and interest in the Assigned Contract to the Assignee and Assignee has agreed to assume all of Assignor's rights, duties, obligations and interests to, in and under the Assigned Contract upon the date on which the Assignment Agreement is formally signed by the Assignor and Assignee and approved by the County ("Assignment Date").

3. Pursuant to Article 14 of Assigned Contract, the Assignor cannot assign, convey or transfer its interest in the Assigned Contract without first having obtained the prior written consent of the County to the assignment, conveyance or transfer.

4. The Assignee and Assignor have requested that the County give its written consent to the Assignor's assignment, transfer and conveyance of the Assigned Contract and the Assignee's assumption of all of the Assignor's rights, titles, duties, obligations, liabilities and interests to, in and under the Assigned Contract.

5. The Assignee represents and warrants to the County that it is in a position to and is fully capable of performing all of the duties and obligations of the Assignor under the Assigned Contract and further acknowledges that the County's willingness to consent to the assignment, transfer and conveyance of the Assigned Contract is based, in part, upon the Assignee's and Assignor's representations and warranties set forth herein.

6. The Assignee and Assignor represent and warrant to the County that the consummation of the transactions described in the Assignment Agreement and the approval and delivery of this Consent will not violate, conflict with or result in a breach of, constitute a default under, or result in the termination of: (i) any organizational documents such as articles of corporation, bylaws, operating agreements or other similar or equivalent documents of the Assignor or Assignee; or (ii) any judgment, decree or order of any court, administrative body, or governmental authority applicable to the Assignor or Assignee.

7. Assignee and Assignor represent and warrant to the County that neither the Assignor nor the Assignee has actual knowledge of any: (i) existing defaults under the terms, covenants or conditions of the Assigned Contract by the County or the Assignor occurring prior to the Assignment Date; (ii) existing or threatened conditions that with giving notice, the passage of time or both, would constitute a default under the terms, covenants or conditions of the Assigned Contract by the County; (iii) liens, encumbrances, restrictions, claims, problems, or impediments, of any kind or nature, to the sale, purchase, assignment, transfer, conveyance and delivery of the Assigned Contract or this Consent; (iv) event that authorizes, or with the passage of time would allow the Assignee or the Assignor to exercise any right of setoff, claims, or defenses against the County under the Assigned Contract; (v) threatened or pending litigation arising out of Assignor's or County's performance or failure to perform the Assigned Contract; or (vi) threatened or pending litigation, of any type or nature, that would preclude, interfere with or delay the assignment, transfer or conveyance of the Assigned Contract.

8. The Assignor represents and warrants to the County that it has fully performed all of its duties and responsibilities under the Assigned Contract as of the date of this Consent.

9. The Assignee represents and warrants to the County that on or before the date of this Consent it shall have obtained and provided to the County, documentation satisfactory to the County evidencing that it has obtained insurance coverage which is acceptable to the County as to the insurer, the form and types of coverage and complies with the insurance requirements of Article 9 of the Assigned Contract, as amended by this Consent.

10. The Assignee and Imperial Transportation PBC, Inc. (the "DBE Subcontractor"), have entered into that certain Subcontract Agreement dated January 11, 2011 ("DBE Subcontract"), attached hereto and incorporated herein as Exhibit "B".

11. Guarantors, as a material inducement to the County to enter into this Consent, do hereby agree, individually and jointly, to guarantee the proper and full performance of all of Assignee's duties and obligations arising under, out of or through the Assigned Contract, for the entire term of the Assigned Contract, including any extension(s) thereto. Guarantors agree that this guarantee shall encompass all amendments made to the Assigned Contract simultaneously with and/or after the effective date of this Consent, and expressly acknowledge and agree that this guarantee includes Assignee's obligation to save, defend, indemnify and hold harmless the County and its officers, agents, servants, employees and subcontractors under the Assigned Contract, as may be amended. Each Guarantor further agrees that its obligations hereunder shall be binding upon its partners, administrators, executors, successor and assigns, without further notice or acceptance thereof, and shall be deemed to have been accepted upon execution of this Consent. The County may notify the Guarantors of Assignee's failure to perform its duties and obligations under the Assigned Contract or this Consent by U.S. Mail, postage prepaid, to each Guarantor at the following addresses:

Guarantors, Individually and Jointly:

Peninsula Transportation, Group, LLC
1635 Meathe Drive
West Palm Beach, Florida 33411

PTG Enterprises, LLC
1635 Meathe Drive
West Palm Beach, Florida 33411

Jean Meathe Irrevocable Trust
200 East Long Lake Road, Suite 177
Bloomfield Hills, Michigan 48304

Notwithstanding anything contained in this Consent or in the Assigned Contract, each Guarantor further agrees that given its close and interconnected relationships with Assignee and each and every other Guarantor, that County's failure to notify each, any or all of the Guarantors of any failure of Assignee to properly perform or fulfill any of its duties and obligations under the Assigned Contract shall not relieve the Guarantors, individually or jointly, of any duties and obligations under this guarantee. County's provision of notice to Assignee of Assignee's failure to perform its duties and obligations under the Assigned Contract or this Consent shall constitute and be deemed notice to each and every Guarantor.

12. The individual executing this Consent on behalf of the Assignee is fully authorized and empowered by the Assignee to execute this Consent, affirm the representations and warranties of the Assignee, and bind the Assignee to all of the terms and conditions of this Consent.

13. The individual executing this Consent on behalf of the Assignor is fully authorized and empowered by Assignor to execute this Consent, affirm the representations and warranties of the Assignor, and bind the Assignor to all of the terms and conditions of this Consent.

14. The individuals executing this Consent on behalf of each of the Guarantors is fully authorized and empowered to execute this Consent, affirm the representations and warranties of the respective Guarantors and bind the respective Guarantors to all the terms and conditions of this Consent.

NOW THEREFORE, in consideration of the parties' representations, warranties, and covenants and agreements expressed herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Assignor waives and does hereby release the County from any and all claims and rights it had or has against the County in connection with the Assigned Contract.

2. The Assignee agrees to be bound by and to perform the Assigned Contract, as amended by this Consent, in accordance with all of the terms and conditions contained in the Assigned Contract, as amended by this Consent. The Assignee shall assume all obligations and liabilities of the Assignor and all past, present and future liabilities against the Assignor under the Assigned Contract, as amended by this Consent.

3. The Assignee confirms, ratifies and adopts all prior actions taken by the Assignor with respect to the Assigned Contract, with the same force and effect as if the action had been taken by the Assignee.

4. The County recognizes the Assignee as the Assignor's successor in interest in and to the Assigned Contract. The Assignee, by and from the Assignment Date, becomes entitled to all rights, titles, and interests of the Assignor in and to the Assigned Contract as if the Assignee were the original party to the Assigned Contract. On and after the Assignment Date, all notices to the Assignee shall be delivered to the Assignee, at the following address:

ATTN: Cullan Meathe, President
Southeastern Florida Transportation Group, LLC
1635 Meathe Drive
West Palm Beach, Florida 33411

With a copy to:
Alan Shanaman, Esq.
Shanaman & Rheume, P.L.C.
200 East Long Lake Road, Suite 177
Bloomfield Hills, Michigan 48304

5. Except as expressly provided in this Consent, nothing shall be construed as a waiver or release of any rights the County had, has or may have against the Assignor.

6. Subject to the agreements, warranties and representations stated in this Consent, the County does hereby Consent to the assignment, transfer and conveyance of the Assigned Contract and Assignee's assumption of all of the Assignor's rights, titles, duties, obligations and interests under the Assigned Contract.

7. The parties acknowledge and agree that this Consent is subject to and contingent upon receipt by County of: (i) evidence that Assignee has obtained the insurance required under Article 9 of the Assigned Contract, as amended by this Consent, effective on or before the Assignment Date; and (ii) Payment Security that complies with the requirements of Section 5.11 of the Assigned Contract, as amended by this Consent, which shall be effective upon the Assignment Date.

8. Section 5.11 of the Assigned Contract is hereby deleted in its entirety and replaced with the following:

5.11 Payment Security. Prior to the Effective Date, Concessionaire shall post payment security with County in an amount equivalent to fifty percent (50%) of the Minimum Annual Guarantee ("Payment Security"). The Payment Security shall serve as security for the payment of all sums due to County and shall also secure the performance of all obligations of Concessionaire hereunder. The Payment Security shall be in the form of either a clean, Irrevocable Letter of Credit ("Letter of Credit") or a Surety Bond ("Bond") in form and substance satisfactory to County. In the event of any failure by Concessionaire to pay any sums, rentals, or charges to County when due or upon any other failure to perform any of its obligations or other default under this Agreement, then, in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw on the Payment Security and apply same to all amounts owed. The Payment Security shall be kept in full force and effect throughout the Initial Term and any Renewal Term and for a period of six (6) months after the

termination of this Agreement. Not less than sixty (60) Days prior to any expiration date of a Letter of Credit or Bond, Concessionaire shall submit evidence in form satisfactory to County that such security instrument has been renewed. Failure to timely submit evidence that the Letter of Credit or Bond has been renewed as required by this paragraph shall: (i) entitle County to draw down the full amount of such Payment Security, and (ii) constitute a default of this Agreement entitling County to all available remedies. Prior to consent from County to any assignment of this Agreement by Concessionaire, Concessionaire's assignee shall be required to provide Payment Security to County in accordance with the terms and conditions of this paragraph. The obligations arising under this Article 5.11 shall survive the expiration or termination of this Agreement.

9. Section 9.02 of the Assigned Contract is hereby deleted in its entirety and replaced with the following:

9.02 Business Auto Liability. Except as otherwise provided for in this Section 9.02, Concessionaire shall maintain Business Automobile Liability Insurance with limits of liability of not less than Five Hundred Thousand Dollars (\$500,000) each occurrence for All Owned, Non-owned and Hired Autos. Notwithstanding the foregoing, Concessionaire may maintain Business Auto Liability Insurance with limits of liability of not less than Five Hundred Thousand Dollars (\$500,000) each occurrence for Scheduled Autos only if Business Automobile Liability is not commercially available for All Owned, Non-owned and Hired Automobiles. In the event Concessionaire provides coverage for Scheduled Autos only, Concessionaire hereby warrants and represents that only the Scheduled Autos covered by the Business Automobile Liability Insurance policy provided to the County shall be operated upon the Airport. Concessionaire shall further ensure that its subcontractors operating vehicles upon the Airport fully satisfy the requirements of this Section 9.02. Coverage may be satisfied by way of endorsement to the Commercial General Liability or a separate Business Auto Liability. Concessionaire agrees coverage shall be provided on a primary basis.

10. This Consent shall not waive any rights of the County, except as may be expressly waived herein, or impose any additional obligations, responsibilities or liabilities on the County in connection with the Assigned Contract.

11. Assignor and Assignee acknowledge and agree that any amendments or modifications to the DBE Subcontract are subject to prior written approval of the Department of Airports.

12. Palm Beach County has established the Office of the Inspector General, Ordinance R-2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County shall fully cooperate with the Inspector General, including receiving access to records relating to this Consent or the Assigned Contract, as now or hereafter amended.

13. The Assigned Contract shall remain in full force and effect, as modified by this Consent. Each party has executed this Consent as of the day and year first above written.

IN WITNESS WHEREOF, the undersigned parties have made and executed this Consent on the day and year first written above.

ATTEST:

**PALM BEACH COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS**

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

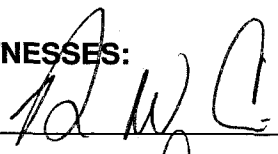
**APPROVED AS TO FORM &
LEGAL SUFFICIENCY:**


APPROVED AS TO TERMS & CONDITIONS:

By: _____
County Attorney


By: 
Director, Department of Airports

WITNESSES:

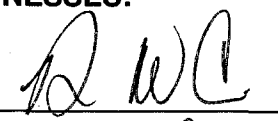
By: 
Dennis Currie
Print Name

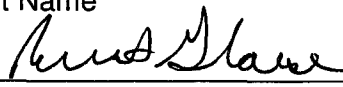
By: 
ROBERT GLAESER
Print Name

PALM BEACH TRANSPORTATION GROUP, LLC

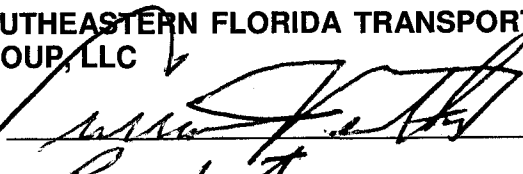
By: 
Title: President

WITNESSES:

By: 
Dennis Currie
Print Name

By: 
ROBERT GLAESER
Print Name

**SOUTHEASTERN FLORIDA TRANSPORTATION
GROUP, LLC**

By: 
Title: President

WITNESSES:

By: DWC
Dennis Currie
Print Name

By: Robert Glaeser
ROBERT GLAESER
Print Name

PENINSULA TRANSPORTATION GROUP, LLC

By: [Signature]
Title: President

WITNESSES:

By: DWC
Dennis Currie
Print Name

By: Robert Glaeser
ROBERT GLAESER
Print Name

PTG ENTERPRISES, LLC

By: [Signature]
Title: President

WITNESSES:

By: DWC
Dennis Currie
Print Name

By: Robert Glaeser
ROBERT GLAESER
Print Name

JEAN MEATHE IRREVOCABLE TRUST

By: [Signature]
Alan I. Shavarian
Title: Trustee

EXHIBIT "A"

**TO
CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT
AND FIRST AMENDMENT OF ASSIGNED CONTRACT**

THE "ASSIGNMENT AGREEMENT"

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

THIS ASSIGNMENT is made effective as of January 11, 2011, by Palm Beach Transportation Group, LLC, a Florida limited liability company ("PBTG" or "Assignor") and Southeastern Florida Transportation Group, LLC, a Florida limited liability company ("SEFTG" or "Assignee").

RECITALS

A. Assignor has entered into an Airport Ground Transportation Concession Agreement dated September 20, 2005 ("Agreement") with Palm Beach County ("County"), a political subdivision of the State of Florida;

B. Assignor desires to assign to Assignee, and Assignee desires to accept and assume all of Assignor's duties, obligations, interest and benefits in and to the Agreement in connection with the terms and conditions set forth in the Agreement; and

C. Under the terms of the Agreement, PBTG may assign, transfer and convey its rights under the Agreement with the prior written consent of the County.

NOW, THEREFORE, for valid consideration, the sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

1. Assignor hereby irrevocably conveys, transfers and assigns to Assignee (the "Assignment"), all of the Assignor's right, title and interest in and to the Agreement and all benefits arising thereunder or therefrom, such Assignment to take effect on the Assignment Date (as herein defined). Assignee hereby expressly assumes all of Assignor's duties and past, present and future liabilities and obligations in and to the Agreement.

2. Each party hereto agrees that it shall execute or cause to be executed promptly after request by the other such documents or instruments as may be reasonably required in connection with the assignment by the Assignor of this Agreement.

3. The "Assignment Date" shall be the date on which this Agreement is formally signed by Assignor and Assignee and approved by the County.

4. Assignor represents and warrants to Assignee that it has all necessary organizational power and authority to execute and perform its obligations under this Assignment; the signing and performance by Assignor of this Assignment have been duly authorized by all necessary action on its part; and this Assignment has been duly and validly signed by Assignor and constitutes legal, valid and binding obligation, enforceable in accordance with its terms.

5. So long as provisions of this Agreement are in effect, Assignee shall (i) preserve and maintain its existence, (ii) preserve and maintain all of its material rights; and (iii) comply with the requirements of all applicable laws, rules, regulations and orders of governmental or regulatory authorities.

6. All the books and records and other materials relevant to the Agreement have been properly and accurately maintained on a consistent basis and have been turned over to Assignee.

7. Assignor has disclosed to Assignee in writing full and complete copies of all contracts and arrangements entered into prior to the date hereof in respect of the Agreement.

8. The approvals and contracts to be assigned to Assignee are and will be on the date of such assignment in full force and effect in accordance with their terms.

9. This Agreement may be amended or modified only by an instrument in writing signed by all pertinent parties.

10. This Agreement may be executed in counterparts.

11. This Agreement contains the complete agreement between the parties with respect to the matters contained herein and supersedes all other agreements, whether written or oral, with respect to the matters contained herein.

12. Assignor hereby warrants and represents to Assignee that the Agreement, which is incorporated herein by reference, is in full force and effect and enforceable according to its terms, including all representations and warranties made by Assignor with respect to the matters contained therein.

Signature Page Follows

ASSIGNOR:

PALM BEACH TRANSPORTATION
GROUP, LLC, a Florida limited liability
company

By: 

Cullan F. Meathe, President

ASSIGNEE:

SOUTHEASTERN FLORIDA
TRANSPORTATION GROUP, LLC, a
Florida limited liability company

By: 

Anthony Patanella
Chief Operating Officer

EXHIBIT "B"

**TO
CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT
AND FIRST AMENDMENT OF ASSIGNED CONTRACT**

THE "DBE SUBCONTRACT"

SUBCONTRACT AGREEMENT

(DBE)

THIS SUBCONTRACT AGREEMENT (the "Agreement") is effective January 11, 2011 (the "Effective Date"), by and between **Southeastern Florida Transportation Group, LLC**, a Florida limited liability corporation, having its principal place of business at 1700 North Florida Mango Road, West Palm Beach, Florida 33409 ("SFTG") and the following named company (hereinafter the "SUBCONTRACTOR"):

NAME: Imperial Transportation PBC, Inc.
BUSINESS ADDRESS: 3114 45th Street Suite 10
West Palm Beach, Florida 33407
STATE OF INCORPORATION: Florida Date: February 02, 1993
FEDERAL TAX ID #: 65-062-4949

RECITALS:

- A. SFTG has entered into an Airport Ground Transportation Concession Agreement (the "Airport Agreement") with Palm Beach County, a political subdivision of the State of Florida (the "County"), dated September 20, 2005 to provide common carriage ground transportation services at Palm Beach International Airport ("PBIA").
- B. SUBCONTRACTOR is a qualified Disadvantaged Business Enterprise ("DBE"), certified by PBIA, and desires to enter into a subcontract with SFTG under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **RECITALS:** The foregoing Recitals are true and correct, and hereby incorporated herein by reference.
2. **CONTRACT:** This Agreement does not create, nor does any course of conduct between SFTG and SUBCONTRACTOR pursuant to this Agreement, create any contractual relationship between any parties, including Palm Beach County, other than SFTG and SUBCONTRACTOR.
3. **CAPITALIZED TERMS:** Capitalized terms shall have the same meaning as set forth in the Airport Agreement, except where the context requires otherwise.

4. **TERM:** Subject to prior termination as hereinafter provided, the term of this Agreement shall commence upon the later of the Effective Date or the execution hereof by SFTG and the SUBCONTRACTOR, and shall terminate on September 30, 2012 except as otherwise provided in Section 15; provided, however, that unless previously terminated, the term of this Agreement shall be extended to match the new term of the Airport Agreement in the event that the Airport Agreement is renewed by the County and SFTG.
5. **SUBCONTRACTOR VEHICLES:** (a) SUBCONTRACTOR shall provide and maintain a sufficient, as reasonably satisfactory to SFTG, combination of (i) non-metered Executive Sedans, (ii) Shared Ride Sedans, (iii) Taxicabs, (iv) Vans, (v) Mini-buses, and (vii) Limousines to satisfy the minimum seventeen percent (17%) DBE participation goal under the Airport Agreement. It is understood the SUBCONTRACTOR may lease vehicles from SFTG, all of which vehicles shall be in full compliance with the requirements of the Airport Agreement. SUBCONTRACTOR shall only charge the rates which have been approved by PBIA pursuant to the Airport Agreement.
- (b) Prior to placing into service any vehicle not leased from SFTG for use in connection with this Agreement, SUBCONTRACTOR shall make each such vehicle available to SFTG for inspection to ensure that each such vehicle meets the requirements and standards of the Airport Agreement. The inspection by SFTG shall not relieve SUBCONTRACTOR of any responsibility pursuant to this Agreement. SUBCONTRACTOR shall have the right to display its business information on any vehicles operated by the SUBCONTRACTOR at the Airport.
6. **FEES TO SFTG:** SUBCONTRACTOR agrees to pay to SFTG to defer the cost of starters, dispatchers, administrative expenses and fees to PBIA under the Contract, an amount equal to twenty percent (20%) of the gross revenues derived by SUBCONTRACTOR from any vehicles it operates under this agreement ("Subcontractor Fee") that are not leased from SFTG. All fees payable by the SUBCONTRACTOR pursuant to this Paragraph 6 shall be due and payable weekly in arrears, within seven (7) days of the end of the proceeding week. The seventeen percent (17%) DBE participation required by the Airport Agreement shall be calculated after any payment of the Subcontractor Fee to SFTG pursuant to this Paragraph 6. Notwithstanding anything to the contrary contained herein, SFTG may not terminate this Agreement upon any failure by SUBCONTRACTOR to pay any Subcontractor Fees if SUBCONTRACTOR has notified SFTG, in good faith and in writing, of its dispute (the "Dispute Notice") of the amount or calculation of such Subcontractor Fees. Upon receipt of any such dispute notice from SUBCONTRACTOR, SFTG shall work with SUBCONTRACTOR to resolve any such dispute within thirty (30) days of the date of the Dispute Notice.
7. **OPERATION OF SUBCONTRACTOR VEHICLES:** SUBCONTRACTOR agrees that all drivers of its vehicles operating under this Agreement at PBIA shall follow the instructions of SFTG starters. Further, the operation by SUBCONTRACTOR

of its vehicles hereunder shall strictly comply with the provisions of the Airport Agreement.

8. **ADVERTISING:** SFTG hereby acknowledges and agrees that SUBCONTRACTOR shall be entitled to post display advertising in those locations and showing such business identification information (including business name and business telephone) to the same extent as SFTG posts display advertising during the term of this Agreement.
9. **INSURANCE REQUIREMENTS:** SUBCONTRACTOR agrees to keep in full force and effect throughout the term of this Agreement, Automobile Liability covering all vehicles not leased from SFTG and operated by SUBCONTRACTOR in connection with this Agreement in the amount not less than \$500,000 each occurrence for owned, non-owned and hired vehicles. A signed Certificate of Insurance, evidencing the required coverage(s) naming SFTG and the County, as additional insured's shall be maintained in full force and effect throughout the term of this Agreement. In addition, the SUBCONTRACTOR agrees to comply with all other insurance requirements of the Airport Agreement, and shall provide Worker's Compensation insurance as required by law.
10. **SUBCONTRACTOR'S DRIVERS:** SUBCONTRACTOR agrees that all drivers of its vehicles shall have valid Florida Drivers' Licenses and each driver shall strictly comply with the terms and conditions of the Airport Agreement, and all federal, state and municipal laws, rules and regulations.
11. **RADIO EQUIPMENT COMPATIBILITY:** At its expense, SUBCONTRACTOR shall install and maintain in the vehicles not leased from SFTG and which are operated by SUBCONTRACTOR under this Agreement, the necessary and required radio equipment to be compatible with the radio equipment utilized by SFTG in order to ensure prompt and coordinated service. Moreover, SUBCONTRACTOR shall also, at its expense, install and maintain in such vehicles other equipment (e.g. meters and top lights) as may be required by the County for commercial vehicles.
12. **DISADVANTAGED BUSINESS ENTERPRISE:** SUBCONTRACTOR represents and warrants to SFTG and to the County, that the SUBCONTRACTOR is a qualified DBE, certified by PBIA. SUBCONTRACTOR covenants and agrees that it will maintain said certification in effect throughout the term of this Agreement.
13. **REVIEW OF RECORDS:** (a) In order to calculate the gross revenues derived from this Agreement, and SUBCONTRACTOR'S percentage thereof, SFTG shall have the right to review the books and records of

SUBCONTRACTOR that directly relate to the performance of this Agreement by SUBCONTRACTOR. The review by SFTG shall be conducted during normal business hours at the offices of SUBCONTRACTOR, and SFTG shall give SUBCONTRACTOR at least (3) business days' prior written notice of the inspections. Any inspection shall include the review of the drivers' manifests relating to the performance of this Agreement and the Airport Agreement.

(b) Similarly, SUBCONTRACTOR shall have the right to review records of SFTG related to the performance by SFTG of its obligations under this Agreement and the Airport Agreement. The review by SUBCONTRACTOR shall be conducted during normal business hours at the offices of SFTG, and SUBCONTRACTOR shall give SFTG at least (3) business days' prior written notice of the inspections.

14. **MEETINGS; JOINT AND MUTUAL COOPERATION:** Representatives of SFTG and SUBCONTRACTOR shall meet periodically to review and discuss the management and operation of the ground transportation system under this Agreement. SUBCONTRACTOR and SFTG agree to cooperate in good faith in the performance of this Agreement and the resolution of any disputes hereunder. If necessary, the parties will first attempt to mediate any disputes prior to commencing litigation relating hereto, including without limitation any disputes over the amount of Subcontractor Fees payable pursuant to Paragraph 6 hereof.
15. **ASSIGNMENT:** Without the prior written consent of SFTG, SUBCONTRACTOR shall not assign its rights and obligations under this Agreement, nor shall SUBCONTRACTOR sell, assign, or transfer majority control to persons other than existing shareholders of SUBCONTRACTOR. SFTG shall not transfer or assign this Agreement or any part thereof without the prior written consent of the SUBCONTRACTOR. This Agreement shall be binding upon and inure to the benefit of SUBCONTRACTOR and its successors, assigns, affiliates, representatives and agents, and shall be binding upon SFTG and its successors, assigns, affiliates, representatives and agents.
16. **TERMINATION:** Subject to Paragraph 6 hereof, either party may terminate this Agreement by giving the other party thirty (30) days written notice thereof.

This Agreement shall terminate immediately if the SUBCONTRACTOR'S insurance coverage is canceled.

In the event that SUBCONTRACTOR should be adjudicated bankrupt, or a receiver is appointed for SUBCONTRACTOR'S property by the court of competent jurisdiction, or SUBCONTRACTOR should make any arrangement for the benefit of creditors, this Agreement thereupon shall automatically terminate. SFTG may terminate this Agreement forthwith by written notice thereof to SUBCONTRACTOR in the event that SUBCONTRACTOR shall be unable to meet its debts as they become due, or requests a receiver be appointed of any substantial part of its assets or a receiver of such assets is appointed without such a request and not removed within thirty (30) days or any order shall have

been issued or resolution passed for the liquidation and winding up, except for the sole purpose of corporate reorganization, of SUBCONTRACTOR, or any proceeding in bankruptcy or insolvency shall have been instituted by or against SUBCONTRACTOR as debtor and shall have continued undismissed for at least thirty (30) days.

- 17. INDEMNIFICATION:** SUBCONTRACTOR hereby agrees to indemnify and hold SFTG harmless from and against any and all demands, claims, actions, or causes of action, assessments, losses damages, obligations, liabilities, penalties, taxes and interest thereon, costs, and expenses, including, without limitation, reasonable attorneys fees (at trial, appellate and post-judgment levels) (collectively, "Claims"), asserted against, imposed upon or incurred by SFTG arising out of or by reason of any property damage, personal injury, or death arising out of or incident to or in connection with the performance of this Agreement including, without limitation, actions, omissions or operations of SUBCONTRACTOR, its employees, agents, and drivers under this Agreement. The provisions of this Section shall survive the termination or expiration of this Agreement.
- 18. NOTICES:** All notices, consents and other communications given under this Agreement shall be in writing and shall have been deemed to have been duly given (i) when delivered by hand or by Federal Express or similar overnight courier to (ii) five (5) days after being deposited in any United States post office, enclosed in a postage prepaid registered or certified envelop addressed to, or (iii) when successful transmitted by facsimile [with a confirming copy of such communication] for whom intended, at the address or facsimile number for such party set forth on page 1 hereof, or to such other address or facsimile number as may be furnished by such party by notice in the manner provided herein; provided, however, that any notice of change of address or facsimile number shall be effective only upon receipt.
- 19. ENTIRE AGREEMENT:** This Agreement sets forth the entire understanding of the parties with respect to its subject matter, merges and supersedes all prior and contemporaneous understanding with respect to its subject matter, and may not be waived or modified, in whole or in part, except by writing signed by each of the parties. No waiver or any provision of this Agreement in any instance shall be deemed to be waiver of the same or any other provision in any other instance. Failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of its rights under such or any other provision.
- 20. JURISDICTION AND VENUE:** Each party submits to the jurisdiction and venue of the state and federal courts situated in Palm Beach County, Florida, with respect to any action arising out of this Agreement.
- 21. CONSTRUCTION:** Headings used in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement. References herein to Sections or Paragraphs are to the sections and paragraphs of this Agreement

or Airport Agreement as the context requires, respectively. As used herein, the singular includes the plural.

- 22. AUTHORITY:** SUBCONTRACTOR represents and warrants to SFTG that it has the requisite power and authority to execute, deliver and perform this Agreement. This Agreement constitutes the legal, valid and binding obligations of each party, enforceable in accordance with its term. If the SUBCONTRACTOR is a corporation, then SUBCONTRACTOR represent and warrants the following: (i) SUBCONTRACTOR is a corporation, duly organized, validly existing, and in good standing under the laws of its incorporation, and is authorized to do business in the State of Florida; (ii) the execution and delivery of this Agreement, and the compliance with the terms and conditions hereof, will not conflict with or result in a breach of (a) any relevant law, statute, ordinance, rule or regulation applicable to either party; (b) the Certificate of Incorporation or Bylaws of the SUBCONTRACTOR; or (c) any Agreement, license, or other matter relating to the full performance of this Agreement.
- 23. NONWAIVER PROVISION:** The waiver of either party hereto of any right hereunder or of the failure to perform or of a breach by the other party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other party whether of a similar nature or otherwise.
- 24. ATTORNEYS' FEES:** In connection with any Litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees and costs, at trial and all appellate levels.
- 25. MODIFICATION:** This Agreement nor any portion or provision thereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
- 26. INVALIDITY OF TERMS:** If any part of this Agreement is deemed unenforceable or voided as a matter of law, the remainder of this Agreement shall remain in full force and effect, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision which comes closest to the intent of the parties.

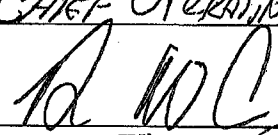
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this
7th day of December, 2010

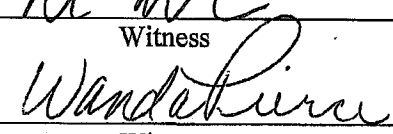
Signed, sealed and delivered in the presence of:

Southeastern Florida Transportation Group, L.L.C

By: 

Title: CHIEF OPERATING OFFICER

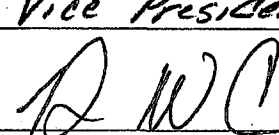

Witness

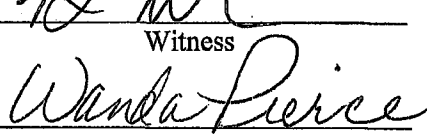

Witness

Imperial Transportation

By: 

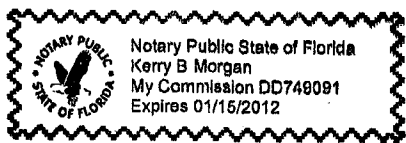
Title: Vice President


Witness


Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this 7th day of December, 2010 by Anthony Patane.



Kerry Morgan
Kerry Morgan

Personally Known X or Produced Identification _____

Type of Identification Produced:

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made and entered into this ____ day of _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as ("County") and Southeastern Florida Transportation Group, LLC, a Florida limited liability company, whose principal place of business is located at 1700 N. Florida Mango Road, West Palm Beach, FL 33409, hereinafter referred to as ("Licensee") and Palm Beach Transportation Group, LLC, a Florida limited liability company, whose principal place of business is located at 1700 N. Florida Mango Road, West Palm Beach, FL 33409, hereinafter referred to as ("Terminating Party").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports (the "Department"), is the owner and operator of the Palm Beach International Airport (the "Airport"); and

WHEREAS, County is the owner of that certain real property as more particularly described on the attached Exhibit "A"; and

WHEREAS, County has previously granted Terminating Party a revocable license to use the Property, dated September 11, 2008 (R2008-1849) (the "Prior License Agreement"), and County and Terminating Party desire to terminate the Prior License Agreement; and.

WHEREAS, County is willing to grant Licensee a revocable license to use the Property for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby grants the Licensee a non-exclusive, revocable license to use the Property (as hereinafter defined) upon the following terms and conditions:

ARTICLE 1 BASIC PROVISIONS

1.01 Recitals. The foregoing recitals are true and correct and incorporated herein.

1.02 Property. The Property, which is the subject of this Agreement, is that portion of Building 1440 on the Airport consisting of approximately 1,100 square feet, plus the front parking area consisting of approximately 41,363 square feet, as more particularly identified in Exhibit "A", attached hereto and incorporated herein (the "Property").

ARTICLE 2
LENGTH OF TERM AND COMMENCEMENT DATE

The term of this Agreement shall be for the period commencing on the Effective Date (the "Commencement Date") and expiring on January 31, 2011 (the "Initial Term"), unless terminated earlier as provided for herein. This Agreement shall be automatically renewed for one (1) month intervals thereafter (the "Renewal Term"), unless terminated earlier as provided for herein; provided, however, either party may elect to not renew this Agreement upon providing no less than fifteen (15) days advance written notice to the other party prior to the expiration of the then current term. The Initial Term and Renewal Term shall be collectively referred to as the "Term".

ARTICLE 3
LICENSE FEE

3.01 License Fee. Licensee shall pay County for the use and occupancy of the Property a license fee for the Initial Term, and for each Renewal Term, in the amount of Two Thousand Eight Hundred Thirteen and 42/100 Dollars (\$2,813.42) per month, together with applicable sales taxes thereon. The license fee shall be payable in advance, without demand and without any deduction, holdback or set off whatsoever, on or before the first day of each and every month throughout the Term of this Agreement with the first payment becoming due and payable on the Commencement Date.

3.01 Security Deposit. Licensee and County agree that Licensee's security deposit provided to County pursuant to that certain Airport Ground Transportation Concession Agreement (R2005-1774), as amended, (the "Security Deposit") shall also serve as security for this License. If there is a fee deficiency, if the Property requires maintenance or repair in order to be returned to serviceable condition, or upon Licensee's failure to perform any of its obligations hereunder, County shall have the right to draw upon the Security Deposit and apply the Security Deposit, or any part thereof, to the deficiency or to costs incurred by County, plus any applicable administrative overhead. Licensee shall amend the Security Deposit to reference this Agreement and shall maintain the Security Deposit in good standing throughout the Term.

ARTICLE 4
CONDUCT OF BUSINESS AND USE OF PROPERTY BY LICENSEE

4.01 Use of Property. Licensee shall use the Property solely and exclusively for the temporary staging of vehicles associated with Licensee's Airport Ground Transportation Concession Agreement (R2005-1774), as amended, at the Airport. Licensee shall not be permitted to park vehicles overnight on the Property, and shall not be permitted to perform maintenance of any kind to vehicles on the Property. Licensee shall not use, permit or suffer the use of the Property for any other business or purpose whatsoever.

4.02 Improvements. Licensee shall make no improvements, alterations or additions to

the Property whatsoever, without the prior written consent of the Department, which may be granted or withheld in the Department's sole and absolute discretion.

4.03 Condition of Property. Licensee accepts the Property in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Property including, but not limited to, any warranties or representations relating to the physical condition of the Property or any improvements located therein, or the suitability of the Property or any improvements for the Licensee's intended use.

4.04 Waste or Nuisance. Licensee shall not commit or suffer to be committed any waste upon the Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Property.

4.05 Compliance with Laws. Licensee shall, at its sole cost and expense, secure any and all required licenses and permits and shall comply with all local, state, and federal laws pertaining to Licensee or its use of the Property, including all applicable zoning, building and fire laws and regulations. Licensee acknowledges and agrees that County has made no representations whatsoever regarding Licensee's ability to use the Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Property with or without Licensee's consent or knowledge comply with all applicable laws on the Property. Licensee shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. The foregoing indemnification agreement shall survive the expiration or earlier termination of this Agreement.

4.06 Non-Discrimination. Licensee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, marital status, age, familial status, or disability shall be excluded from participation in or denied the use of the Property, (b) that in the construction of any improvements on, over, or under such Property and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, marital status, age, familial status or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Licensee shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended from time to time. In the event of the breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Agreement and to reenter and repossess the Property and the facilities hereon, and hold the same as if the Agreement had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

4.07 Surrender of Property. Upon expiration or earlier termination of Licensee's license to use the Property, Licensee, at its sole cost and expense, shall surrender the Property to the County in at least the same condition as the Property was in as of the Commencement Date of this Agreement.

4.08 County's Right to Enter. County shall have the right to enter the Property at any time, without notice, for any purpose whatsoever. County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Property; provided, however, County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a County work activity must take place within the Property during Licensee's operating hours, which will disrupt or interfere with the Licensee's operations, County will endeavor to provide prior notice to Licensee. The notice requirements provided under Section 10.04 shall not apply to this Section.

ARTICLE 5 REPAIRS AND MAINTENANCE OF PROPERTY/SECURITY

5.01 Repairs & Maintenance. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Property. All portions of the Property and all improvements erected on the Property shall be kept in good repair and condition by Licensee. Licensee shall maintain the Property free of trash and debris. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the Property to County in good repair and condition as specified herein, free of all improvements constructed by Licensee, if any. In the event of any damage to the Property, County may complete the necessary repairs or maintenance of the Property and Licensee shall reimburse County for all expenses incurred by County in doing so, plus a twenty five percent (25%) overhead, within fifteen (15) days after written request for reimbursement from County.

5.02 Security. Licensee acknowledges and accepts full responsibility for the security and protection of the Property and any and all personal property and improvements now existing or hereafter placed on or installed in or upon the Property, and for the prevention of unauthorized access to the Property. Licensee fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Property, shall be the sole responsibility of Licensee and shall involve no additional cost to County.

ARTICLE 6 INSURANCE

6.01 Maintenance of Insurance. Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Agreement, and any extension thereof, the insurance coverages and limits set forth in Exhibit "B", attached hereto and incorporated herein. The requirements contained herein, as well as County's review or

acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement.

ARTICLE 7 INDEMNIFICATION

Licensee shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Property; (ii) the occupancy or use by Licensee of the Property or any part thereof; or (iii) any act or omission of Licensee, its agents, contractors, employees or invitees. In the event the County is made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and value separate consideration in support thereof. This provision shall survive expiration or earlier termination of this Agreement.

ARTICLE 8 ASSIGNMENT

Licensee may not assign, sublet or rent any portion of the Property.

ARTICLE 9 REVOCATION OF LICENSE/DEFAULT

9.01 Revocation of License. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a non-exclusive license to use the Property, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon notice from County of the revocation of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

9.02 Termination for Convenience by Licensee. Licensee may terminate this Agreement for convenience upon five (5) days prior written notice to County, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Agreement.

9.03 Default.

- (a) Failure to perform or observe any of the agreements, covenants, or conditions contained in this Agreement to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement.

- (b) A default, by Licensee, of any other permit, lease, license or agreement between County and Licensee, which default has not been cured within the applicable cure period provided in such permit, lease, license or agreement shall constitute a default of this Agreement.

ARTICLE 10 MISCELLANEOUS

10.01 Subordination to Bond Resolution. This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented (the "Bond Resolution"), and County and Licensee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Licensee and County with the terms and provisions of this Agreement and Bond Resolution.

10.02 Subordination to State/Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the land or improvements thereon, of which the Property are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Licensee understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

10.03 Entire Agreement. This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee concerning the Property. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

10.04 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the

date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Attn: Deputy Director, Airports Business Affairs
Fax: (561) 471-7427

(b) If to the Licensee at:

Southeastern Florida Transportation Group, LLC
1700 N. Florida Mango Road
West Palm Beach, FL 33409
Fax: (561) 689-3838

Either party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other party.

10.05 Recording. Licensee shall not record this Agreement or any memorandum or short form thereof.

10.06 Waiver of Jury Trial. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

10.07 Governing Law and Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

10.08 Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

10.09 Captions. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

10.10 Severability. In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

10.11 Waiver. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A

written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

10.12 Inspector General. County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of Permittee and its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

10.13 Termination of Prior License Agreement. Upon the Effective Date of this Agreement, the Prior License Agreement shall be terminated in its entirety, provided, however, that any claim, cause of action, or other obligation to County or to Terminating Party, then accrued, shall survive said termination of the Prior Lease Agreement.

10.14 Effective Date. This Agreement shall become effective when executed by the parties hereto and approved by the Palm Beach Board of County Commissioners.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County and Licensee have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

Attest:
Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

**PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Karen T. Marcus, Chair

Date of Execution by County:

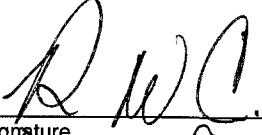
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Assistant County Attorney

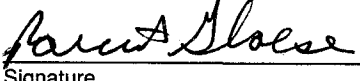
**APPROVED AS TO TERMS AND
CONDITIONS**

Department Director

WITNESSES:

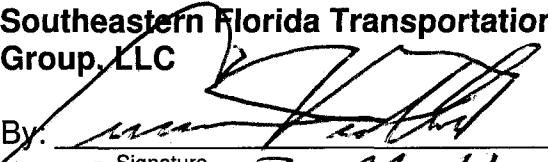


Signature
Dennis Currie

Typed or Printed Name


Signature
ROBERT GRAESER

Typed or Printed Name


LICENSEE:
**Southeastern Florida Transportation
Group, LLC**
By: 

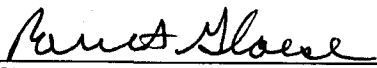
Signature
Callan J. Meathe

Typed or Printed Name
Title: President

(Seal)

WITNESSES:



Signature
Dennis Curran
Typed or Printed Name


Signature
ROBERT GLAESER
Typed or Printed Name

(Seal)

TERMINATING PARTY:

Palm Beach Transportation Group, LLC

By: 
Signature
Eylon Z. Koth
Typed or Printed Name

Title: CEO

Exhibit "A"
The "Property"
Page 1 of 2
Front Parking Lot

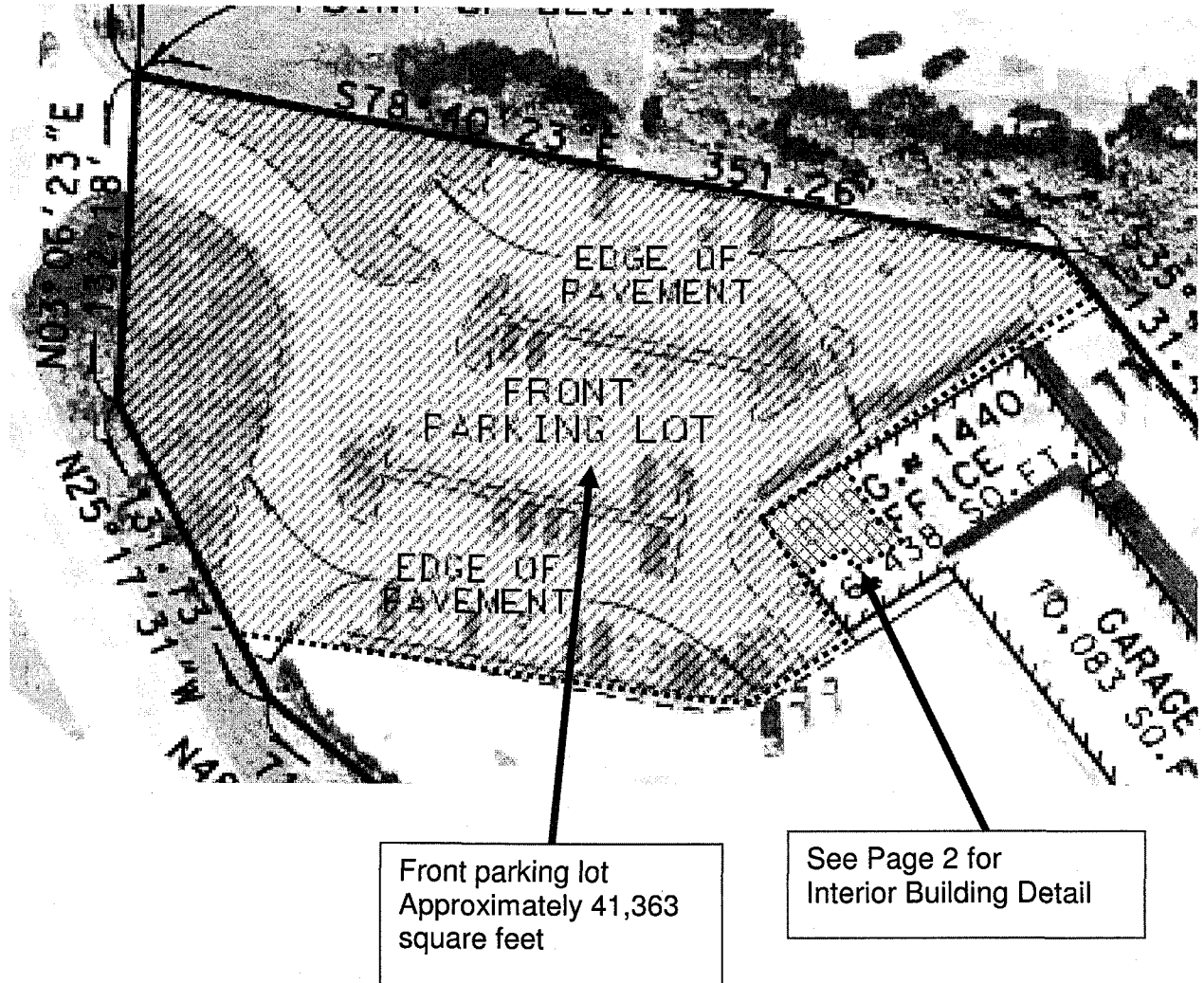
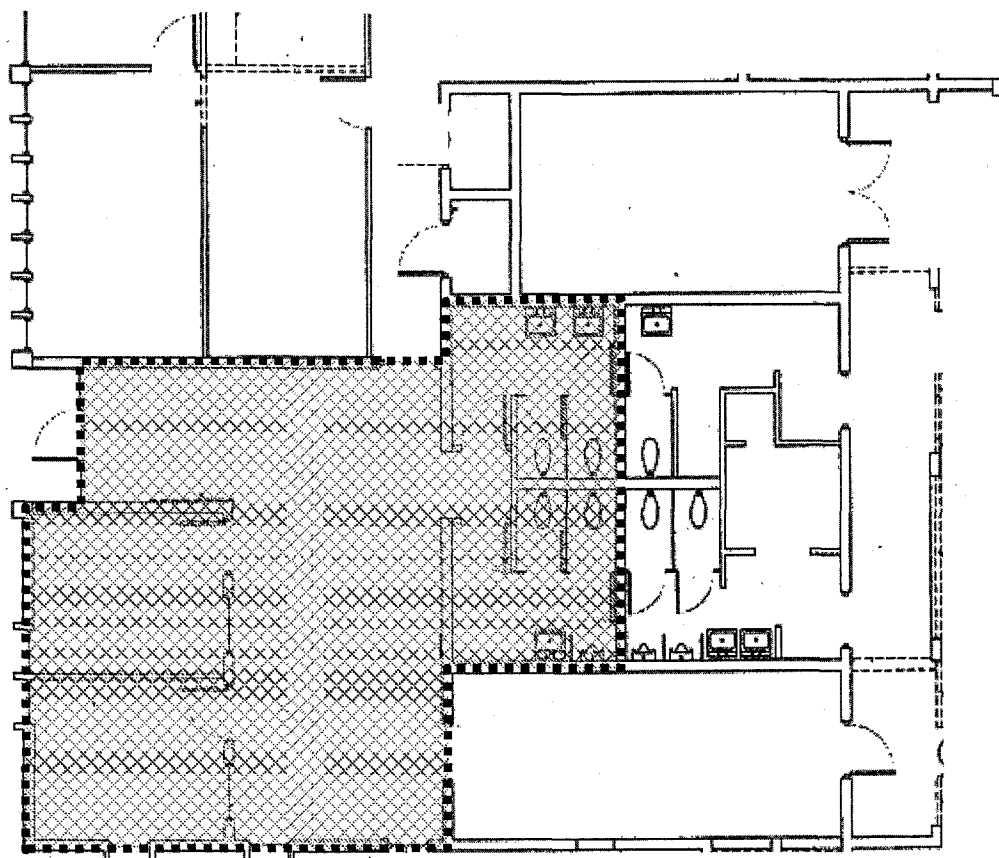


Exhibit "A"
The "Property"
Page 2 of 2
Building Interior Detail



Approximately
1100 square feet

EXHIBIT "B"

INSURANCE

Commercial General Liability. Licensee shall maintain Commercial General Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000.00) each occurrence. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Damage to Rented Property, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

Business Auto Liability. Except as otherwise provided for herein, Licensee shall maintain Business Automobile Liability Insurance with limits of liability of not less than Five Hundred Thousand Dollars (\$500,000) each occurrence for All Owned, Non-owned and Hired Autos. Notwithstanding the foregoing, Licensee may maintain Business Auto Liability Insurance with limits of liability of not less than Five Hundred Thousand Dollars (\$500,000) each occurrence for Scheduled Autos only if Business Automobile Liability is not commercially available for All Owned, Non-owned and Hired Automobiles. In the event Licensee provides coverage for Scheduled Autos only, Licensee hereby warrants and represents that only the Scheduled Autos covered by the Business Automobile Liability Insurance policy provided to the County shall be operated upon the Airport. Licensee shall further ensure that its subcontractors operating vehicles upon the Airport fully satisfy the requirements herein. Coverage may be satisfied by way of endorsement to the Commercial General Liability or a separate Business Auto Liability. Licensee agrees coverage shall be provided on a primary basis.

Additional Insured. Licensee shall endorse the County as an Additional Insured with a "CG026 Additional Insured - Designated Person or Organization" endorsement to the Commercial General Liability policy. The additional insured endorsement shall read "**Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.**" Coverage shall be provided on a primary basis.

Waiver of Subrogation. Licensee agrees by entering into this Agreement to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Licensee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Licensee enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Licensee shall provide the County with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for nonpayment of a premium) or non-renewal of coverage. The Certificate Holder address shall read: **Palm Beach County Board of County Commissioners, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406.**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/15/2010

PRODUCER
PROFESSIONAL INSURANCE CENTER,
2003 W. KENNEDY BLVD.
TAMPA, FL 33606

RECEIVED
2010 OCT 20 AM 11:06
DEPT. OF AIRPORTS
BLDG. 846. PS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
SOUTHEASTERN FLORIDA
TRANSPORTATION GROUP LLC
1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411
SOUT06

INSURERS AFFORDING COVERAGE
INSURER A: CRUM & FORSTER SPECIALTY INSUR
INSURER B: ASCENDANT COMMERCIAL INSURANCE
INSURER C:
INSURER D:
INSURER E:

NAIC#
11123
13683

COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	GLO210986	10/02/2010	10/02/2011	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$	
					PERSONAL & ADV INJURY	\$ 1,000,000	
					GENERAL AGGREGATE	\$ 2,000,000	
					PRODUCTS - COM/OP AGG	\$ 1,000,000	
	GEN L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY	FH20280-1	10/18/2010	10/18/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
					AUTO ONLY: AGG	\$	
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE	\$	
						\$	
	DEDUCTIBLE					\$	
	RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$	
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$	
	OTHER				E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

Bowman
10/21/10

CERTIFICATE HOLDER

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
846 PALM BEACH INTERNATIONAL AIRPORT
WEST PALM BEACH, FL 33406

CANCELLATION 10-DAY NOTICE FOR NON-PAYMENT OF PREM

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Debra J. Madero

NEW

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 10/15/2010
PRODUCER PROFESSIONAL INSURANCE CENTER, 2003 W. KENNEDY BLVD. TAMPA, FL 33606		1 RECEIVED 2010 OCT 20 BLDG. 84
INSURED SOUTHEASTERN FLORIDA TRANSPORTATION GROUP LLC 1635 MEATHE DRIVE WEST PALM BEACH, FL 33411		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
SOUT06		INSURERS AFFORDING COVERAGE INSURER A: ASCENDANT COMMERCIAL INSURANCE INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC# 13683

COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$	
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
					MED EXP (Any one person)	\$	
					PERSONAL & ADV INJURY	\$	
					GENERAL AGGREGATE	\$	
					PRODUCTS - COMP/OP AGG	\$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	FH20280-1	10/18/2010	10/18/2011	COMBINED SINGLE LIMIT (Ea accident)	\$	500,000
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY: EA ACC	\$	
					AGG	\$	
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
						\$	
						\$	
						\$	
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER	
	OTHER				E.L. EACH ACCIDENT	\$	
					E.L. DISEASE - EA EMPLOYEES	\$	
					E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	
CERTIFICATE HOLDER IS AN ADDITIONAL INSURED	<i>Brown</i> 10/21/10 <i>pm</i>

CERTIFICATE HOLDER	CANCELLATION 10-DAY NOTICE FOR NON-PAYMENT OF PREM
PALM BEACH COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA; DEPT OF AIRPORTS; 846 PALM BEACH INTERNATIONAL AIRPORT WEST PALM BEACH, FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ³⁰ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>Debra J. Madocks</i> NEW

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 10/21/2010
PRODUCER 1 PROFESSIONAL INSURANCE CENTER, 2003 W. KENNEDY BLVD. TAMPA, FL 33606		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED PTG ENTERPRISES LLC 1635 MEATHE DRIVE WEST PALM BEACH, FL 33411		INSURERS AFFORDING COVERAGE INSURER A: ASCENDANT COMMERCIAL INSURANCE 13683 INSURER B: INSURER C: INSURER D: INSURER E:
PTGE00		

COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD L	LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	\$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		CLAIMSMADE OCCUR				MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
		GEN L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
		POLICY PROJECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		OCCUR CLAIMSMADE				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC-62534-0	09/23/2010	09/23/2011	WC STATUTORY LIMITS X	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 100,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	
ADDENDUM ATTACHED LISTING THE ADDITIONAL NAMED INSURED TO THE POLICY.	

CERTIFICATE HOLDER	CANCELLATION 10-DAY NOTICE FOR NON-PAYMENT OF PREM
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS 846 PALM BEACH INTERNATIONAL AIRPORT WEST PALM BEACH, FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Debra J. Machado NEW

**Peninsula Transportation
Group LLC (27-3099767) ,
PTG Enterprises, LLC (27-
3386667)**

***ADDENDUM**

Entity - First Named Insured as shown on Policy	Other Named Insureds / dba's
Florida Gulf Coast Transportation LLC 16991 US 19 North Clearwater, FL 33764 FEIN:27-3108037	Clearwater Yellow Cab, LLC Tampa Bay Area Yellow Cab LLC 27-3108830 Gulf Coast Metro Cab, LLC 27-3108525 Gulf Coast Yellow Cab, LLC 27-3108434 Peninsula Transportation Group LLC 27-3099767 Checker Cab of Collier County dba Yellow Cab of Pasco County dba St Pete Taxi dba Clearwater Yellow Cab Florida Gulf Coast Transportation Services, LLC Metro Cab LLC Gulf Coast Executive Transportation Services, LLC 27-3108636

Entity - First Named Insured as shown on Policy	Other Named Insureds / dba's
Northern Florida Transportation Group, LLC 5320 Springfield Road Jacksonville, FL 32208 FEIN:27-3107844	Gator City Taxi Checker Cab of St. Augustine Citicab Yellow Cab of Jacksonville 27-3108365 Go Airport Shuttle and Sedan of Jacksonville, LLC 27-31082717 Peninsula Transportation Group LLC 27-3099767

Entity - First Named Insured as shown on Policy	Other Named Insureds / dba's
Southeastern Florida Transportation Group, LLC 1635 Meathe Dr. West Palm Beach, FL 33411 FEIN:27-3121229	Metro Mobility Management Group LLC Go Airport Shuttle and Sedan of Palm Beach LLC 27-3108892 Peninsula Transportation Group LLC 27-3099767 Community Rehabilitation Center Transportation

Entity - First Named Insured as shown on Policy	Other Named Insureds / dba's
CAM-JO INC 16991 US 19 North Clearwater, FL 33764 FEIN: 59-1922074	Clearwater Yellow Cab, LLC Tampa Bay Area Yellow Cab LLC 27-3108830 Gulf Coast Metro Cab, LLC 27-3108525 Gulf Coast Yellow Cab, LLC 27-3108434 dba Clearwater Yellow Cab Peninsula Transportation Group LLC 27-3099767 Florida Gulf Coast Transportation LLC 27-3108037

Entity - First Named Insured as shown on Policy	Other Named Insureds / dba's
Metro Mobility Management Group LLC 1635 Meathe Dr. West Palm Beach 33411 FEIN:27-3109079	Peninsula Transportation Group LLC 27-3099767 Community Rehabilitation Center Transportation Southeastern Florida Transportation Group, LLC Two Wheels Imperial Transportation Metro Mobility of Jacksonville, LLC 27-3108298 PALM BEACH METRO TRANSPORTATION GROUP,LLC

Peninsula Transportation Group, LLC

Entity - First Named Insured as shown on Policy	Other Named Insureds / dba's
Jacksonville Sedan Transportation Services LLC 5320 Springfield Road Jacksonville, FL 32208	dba Carey Jacksonville Go Airport Shuttle and Sedan of Jacksonville, LLC 27-31082717 Gulf Coast Executive Transportation Services, LLC 27-3108636 Peninsula Transportation Group LLC 27-3099767

FEIN:27-3108124

Entity - First Named Insured as shown on Policy	Other Named Insureds / dba's
Northern Florida Transportation Group LLC 5320 Springfield Road Jacksonville, FL 32208	Peninsula Transportation Group LLC 27-3099767

FEIN:27-3107844

Entity - First Named Insured as shown on Policy	Other Named Insureds / dba's
Southeastern Florida Transportation Group LLC 1635 Meathe Dr West Palm Beach, FL 33411	Go Airport Shuttle and Sedan of Palm Beach LLC 27-3108892 Go Airport Shuttle and Sedan of Jacksonville, LLC 27-31082717 Yellow Cab of Palm Beach, LLC* Yellow Cab of Boca Raton Yellow Cab of Palm Beach, LLC 27-3108969

FEIN:27-3121229

Additional Locations
3003 MAYPORT ROAD ATLANTIC BEACH, FLORIDA 32233

*1700 N. Florida Mango Rd. West Palm Beach, FL 33409

6600 US HIGHWAY 19
NEW PORT RICHEY,FL 34652

415 20TH STREET, SOUTH
ST. PETERSBURG, FL 33702

Additional Named Insured
Palm Beach Metro Transportation Group
1635 Meathe Dr.
West Palm Beach, FL 33411

Jacksonville Transportation Group, LLC
5320 Springfield Blvd.
Jacksonville, FI 32208

Performance and
Payment Bond

The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Bond No. 1823286

KNOW ALL MEN BY THESE PRESENTS, that Southeastern Florida Transportation Group LLC (hereinafter called the Principal), as Principal, and THE HANOVER INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, and/or MASSACHUSETTS BAY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire having their principal offices in Worcester, Massachusetts (hereinafter called the Surety) as Surety, are held and firmly bound unto Palm Beach County, a political subdivision of the State of Florida (hereinafter called the Owner), and to all persons who furnish labor or material directly to the Principal for use in the prosecution of the work hereinafter named, in the just and full sum of ~~one~~ Hundred Seven Thousand Five Hundred Dollars to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into the Airport Ground Transportation Concession Agreement between Palm Beach County, a political subdivision of the State of Florida and Palm Beach Transportation Group, LLC, dated September 20, 2005 (R-2005-1774), as amended, for the term commencing October 1, 2005 and the License Agreement between Palm Beach County, a political subdivision of the State of Florida and Palm Beach Transportation Group, LLC, dated September 11, 2008 (R-2008-1849) for the term commencing September 12, 2008 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is that the Principal shall fully indemnify the Surety for all claims and damages the obligations pursuant to the bond for the material supplied directly to the Owner or those labor and/or material furnished by the Principal. This obligation shall be void, of no effect and the bond shall be returned to the Surety if the Principal fails to comply with the above conditions.

PROVIDED, HOWEVER, that if the Principal fails to comply with the above conditions, the Surety shall be bound to pay the full amount of the bond to the Owner upon the Surety within one year of the date of the claim.

SIGNED AND SEALED

(Principal)

BY

☐ MASSACHUSETTS

BY

(Attorney-in-fact)

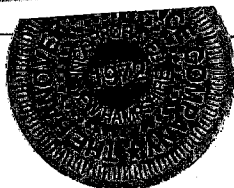
☒ THE HANOVER INSURANCE COMPANY

BY

(Attorney-in-fact)

Elizabeth Case

(Seal)



12/13/10 -
CHANGES PENDING
AS NOTED

8133,479.50
(separated out)

PRINCIPAL

Corrected bond has
been requested and
will follow via
e-mail.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan; do hereby constitute and appoint

S.A. Vannelli, David B. Palmeri, Steven P. Howard John T. Poplawski, Elizabeth Case, John J. Barry and/or Victoria L. Galper

of Southfield, MI and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed One Million dollars and No/100 (\$1,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 24th day of March, 2010.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

Robert K. Grennan
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 24th day of March 2010., before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 7th day of December, 2010.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brault
Stephen L. Brault, Assistant Vice President