

5B-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 20, 2012 [] Consent [X] Regular [] Workshop [] Public Hearing
Department:
Submitted By: Department of Airports
Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff requests Board direction on:

- (A) Renewal of Airport Ground Transportation Concession Agreement (Amendment) with Southeastern Florida Transportation Group, LLC (SEFTG) (R2005-1774), for three additional years through September 30, 2015; or
(B) Issuance of a competitive solicitation for a ground transportation concession agreement for the provision of on-demand ground transportation services, including taxicabs, executive sedans, limousines and shared ride services, at the Palm Beach International Airport (PBIA).

Summary: The current agreement for on-demand airport ground transportation services expires on September 30, 2012. The current agreement provides for an initial term of seven years with one 3-year option to renew at the County's sole option. The Department is requesting the Board to approve: (i) the renewal of the current agreement; or (ii) the issuance of a competitive solicitation by the Department for a new agreement for on-demand ground transportation services. The current agreement, or any new agreement, will require the concessionaire to provide a sufficient number of taxicabs, executive sedans, sedans, limousines and share ride services to meet the requirements of all persons requesting such services, during daily peak and non-peak periods and periods of heavy seasonal and holiday passenger traffic. If approved, the Amendment would renew the current agreement through September 30, 2015. The current agreement requires SEFTG to pay concession fees equal to the greater of a per capita charge of \$0.0885 per deplaned passenger or a minimum annual guarantee of \$266,959; provides for adjustment of the per capita charge based on increases to SEFTG's fares and rates; and provides for adjustment of the minimum annual guarantee based upon increases to the number of deplaned passengers. If the Board elects to approve the issuance of competitive solicitation in lieu of extending the current agreement, the solicitation will establish, as a minimum requirement, payment of concession fees at least equal to the amounts paid under the current agreement. The Amendment updates non-discrimination provisions to ensure compliance with recent changes to 49 CFR Part 23, which regulates airport disadvantage business enterprise (ACDBE) programs. The current agreement has an annual 17% ACDBE participation goal. SEFTG reported 20.67% ACDBE participation for fiscal year 2011. If the Board approves issuance of a competitive solicitation, the solicitation will include an ACDBE goal established in accordance with the requirements of 49 CFR Part 23. Regardless of whether the Board approves renewal of the current agreement or issuance of a competitive solicitation, non-concessionaire ground transportation providers will continue to be permitted to operate at PBIA on a pre-arranged basis subject to compliance with applicable Airport Rules and Regulations. Countywide (AH)

Background and Justification: (Continued on Page 3).

Attachments:

- 1. Second Amendment to Airport Ground Transportation Concession Agreement (3)

Recommended By: [Signature] Department Director Date 2/22/12
Approved By: [Signature] County Administrator Date 3/12/12

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	(\$266,959)	(\$266,959)	(\$266,959)	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<i>~0~</i>	(\$266,959)	(\$266,959)	(\$266,959)	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No: Fund 4100 Department 120 Unit 8340 RSource 4468
 Reporting Category _____

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

If renewal of the current agreement is approved, SEFTG will be required to pay concession fees equal to the greater of a per capita charge or minimum annual guarantee. Currently, the per capita charge is \$0.0885 per deplaned passenger and the minimum annual guarantee is \$266,959. The current agreement provides for adjustments to both the per capita charge and minimum annual guarantee. If issuance of a new solicitation is approved, it is anticipated that the revenues would be at least equal to the revenues paid under the current agreement.

C. Departmental Fiscal Review: *CM Sumner*

III. REVIEW COMMENTS

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

There is no fiscal impact on FY 2012. The renewal of the current agreement has fiscal impact on additional years FY 2013 - 2015.

Jeff Mc... 2/28/12
 OFMB VA
 2/29/12
 2/27/12

Dr. J. Jacobson 3/12/12
 Contract Dev. and Control
 3-12-12

B. Legal Sufficiency:

Anne Nelson 3/12/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

Background and Justification (continued): The current agreement was awarded by the Board pursuant to Request for Proposals No. 05-156/LJ (RFP) to Palm Beach Transportation Group, LLC. On January 11, 2011, the Agreement was assigned to SEFTG and amended to modify automobile liability insurance provisions to allow for Scheduled Auto coverage (R2011-0032). SEFTG is a Florida limited liability company with its principal office in West Palm Beach. SEFTG is operated by the same principals as Palm Beach Transportation Group, LLC. The County required the assigned agreement to be guaranteed by Peninsula Transportation Group, LLC, PTG Enterprises, LLC, and Jean Meathe Irrevocable Trust as condition of approving the assignment of the existing agreement. The assignment was granted in accordance with the terms and conditions of the current agreement. The Federal Aviation Administration has approved the renewal of the current agreement and determined that it is not subject to the provisions of 49 CFR §23.75 relating to long-term exclusive leases.

**SECOND AMENDMENT TO
AIRPORT GROUND TRANSPORTATION CONCESSION AGREEMENT**

THIS SECOND AMENDMENT TO AIRPORT GROUND TRANSPORTATION CONCESSION AGREEMENT (this "Second Amendment"), 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"), and **Southeastern Florida Transportation Group, LLC**, a Florida limited liability company (the "Concessionaire"), joined by **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").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports, owns the Palm Beach International Airport (the "Airport"), located in Palm Beach County, Florida; and

WHEREAS, Palm Beach Transportation Group, LLC, submitted a response to County's public solicitation for proposals for the Airport Ground Transportation Concession Agreement at the Airport, Request for Proposals No. 05-156/LJ; and

WHEREAS, Palm Beach Transportation Group, LLC, was awarded that certain Airport Ground Transportation Concession Agreement dated September 20, 2005 (R2005-1774) ("Original Agreement"); and

WHEREAS, the Original Agreement was assigned by Palm Beach Transportation Group, LLC, to Concessionaire by that certain Consent to Assignment and Assumption of Agreement and First Amendment of Assigned Contract dated January 11, 2011 (the "Consent") (R2011-0032) (the Original Agreement and Consent shall be hereinafter collectively referred to as the "Agreement"), for the provision of on-demand ground transportation services at the Airport; and

WHEREAS, the Agreement provides that County shall have the option to renew the Agreement for one (1) additional, three (3) year term; and

WHEREAS, the parties hereto desire to renew the Agreement for one (1) additional, three (3) year term and to amend the Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

2. Renewal Term. The Agreement shall be renewed for one (1) additional, three (3) year period on the terms and conditions as set forth in the Agreement, except County shall have no further renewal options. The renewal period shall commence on October 1, 2012, and shall terminate on September 30, 2015.

3. Article 6.01(F) of the Agreement is hereby deleted in its entirety and replaced with the following:

(F) Accommodation of Handicapped. Upon Concessionaire's receipt of a request from persons requesting transportation from the Airport in a vehicle which complies with the Americans with Disabilities Act, Concessionaire shall provide or arrange for the provision of such service in accordance with the Americans with Disabilities Act, at fares and rates which do not differ from fares and rates for non-disabled passengers, for the mode of service requested by the passenger.

4. Article 20 of the Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE 20
NON-DISCRIMINATION

20.01 Non-Discrimination in County Contracts. Concessionaire acknowledges that County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Concessionaire is prohibited from discriminating against any employee, applicant, or client because of race, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression.

20.02 Federal Non-Discrimination Covenants.

A. Concessionaire, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as follows:

1. In the event facilities are constructed, maintained or otherwise operated on the Assigned Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Concessionaire shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.
2. No person, on the grounds of race, color or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in Concessionaire's personnel policies and practices or in the use or operation of Concessionaire's services or facilities.
3. Concessionaire agrees that in the construction of any improvements on, over, or under Airport land and the furnishing of services thereon, no person, on the grounds of race, color, or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
4. Concessionaire shall use the Assigned Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.
5. In the event of a breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Agreement and re-enter the Assigned Premises as if this Agreement had never been made or issued. This Agreement shall not be terminated pursuant to this paragraph until the procedures of 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

B. Concessionaire assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded in participating in any activity conducting with or benefitting from Federal assistance.

- C. Concessionaire assures that, in performance of its obligations hereunder, it will fully comply with the requirements of 14 CFR Part 152, as now or hereafter amended, to the extent applicable to Concessionaire, to ensure that no person will be excluded from participation in any employment, contracting or leasing activities covered by such regulations on the grounds of race, creed, color, national origin or sex. Concessionaire, if required, will provide assurances to County that Concessionaire will undertake an affirmative action program or steps for equal employment opportunity and will require the same of its subcontractors.

20.03 Airport Concession Disadvantaged Business Enterprises ("ACDBE"). This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. It is the policy of County that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Concessionaire agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those business to similarly include the statements in further agreements.

20.04 Airport Concession Disadvantaged Business Enterprise Participation Goal.

- A. County has established a seventeen percent (17%) ACDBE participation goal for this Agreement. Accordingly, Concessionaire agrees that the ACDBE participation in this Agreement shall be at least equal to seventeen percent (17%) of Gross Revenues for each Contract Year, or Concessionaire shall clearly demonstrate to the Department its good faith efforts to do so in a manner acceptable to the Department.
- B. "Good faith efforts" are those efforts that could reasonably be expected to result in ACDBE participation. Concessionaire shall actively seek to obtain ACDBE participation in this Agreement and shall document those efforts. Efforts that are merely "pro forma" are not considered good faith efforts in meeting the ACDBE goal. In determining whether or not a Concessionaire has made such good faith efforts, the Department will refer to the description of good faith efforts as provided in 49 CFR Parts 23 and 26. Examples of good faith efforts include making efforts to assist ACDBE firms to obtain bonding, lines of credit or insurance; assisting ACDBE firms to obtain necessary equipment, supplies, materials or related assistance or services; and negotiating in good faith with ACDBE firms.
- C. For the purpose of verifying Concessionaire's good faith efforts, Concessionaire shall keep and maintain such books of account and records as necessary to document compliance with 49 CFR Part 23, as now or hereafter amended or any successor regulation, and this Article 20.04. County and its representatives shall have the right to inspect and audit such books of account and records upon reasonable notice to Concessionaire at a location convenient for County and its representatives.
- D. Concessionaire shall provide written monthly reports on or before the 20th day of month to the Department, in a form and detail satisfactory to the Department, as to the participation of ACDBE's in this Agreement. The monthly reports shall detail ACDBE

participation for each month, as well as the cumulative "to date" participation for the entire Contract Year. In the event the ACDBE participation level drops below the established ACDBE participation goal, Concessionaire shall take immediate corrective measures to ensure that the ACDBE participation is increased to the established ACDBE participation goal. Concessionaire shall document its good faith efforts to achieve the ACDBE participation goal and provide written reports to the Department documenting such good faith efforts. The Department may require the reports required hereunder to be submitted electronically.

- E. In addition to the monthly reports, Concessionaire shall submit an annual report on or before October 20th of each Contract Year, in a form and detail satisfactory to the Department, as to the ACDBE participation for the preceding Contract Year. Annual reports shall be certified by an officer of Concessionaire as being true and accurate. Annual reports shall also include a certification, in a form and detail satisfactory to the Department, from each of the ACDBE firms participating in this Agreement regarding the firm's participation during the preceding Contract Year.
- F. Any subcontract between Concessionaire and its selected ACDBE firm(s) shall provide for meaningful involvement of the ACDBE firm(s) in the activities, management, operations and revenues of the Concession. Where applicable, ACDBE firms shall have their name displayed in a similar fashion to how Concessionaire displays its name.
- G. Concessionaire shall not terminate an ACDBE firm without good cause and the Department's prior written consent. This includes, but is not limited to, instances in which the Concessionaire seeks to perform work originally designated for an ACDBE firm with its own forces or those of an affiliate, a non-ACDBE firm or with another ACDBE firm.
- H. Before transmitting a request to terminate and/or substitute an ACDBE firm, Concessionaire must give notice in writing to the ACDBE firm, with a copy to the Department, of its intent to request to terminate and/or substitute, and the reason for the request. Concessionaire must give the ACDBE firm five (5) days to: (i) respond to the Contractor's notice; and (ii) advise the Department and Concessionaire of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Department should not approve the Concessionaire's action.
- I. Concessionaire shall provide the Department with copies of all subcontracts and agreements with ACDBE firms providing goods or services under this Agreement upon request.
- J. Failure to satisfy the requirements of this Article 20.04, including, but not limited to, failure to demonstrate good faith efforts to achieve the ACDBE goal or to submit any report or other information required by this Article 20.04 to the Department, shall constitute a material default of this Agreement.

20.05 Americans with Disabilities Act. Concessionaire shall comply with all applicable requirements of the Americans with Disabilities Act, as now or hereafter amended and any successor laws or regulations concerning the same subject matter.

5. The Agreement is hereby modified to add the following Article 21.25:

21.25 Scrutinized Companies. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, Concessionaire certifies that it, its affiliates, suppliers, subcontractors and consultants who perform hereunder, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to F.S. 215.473. If County determines, using credible information available to the public, that a false certification has been submitted by Concessionaire, this Agreement may be terminated and a civil penalty equal to the greater of \$2 Million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135.

6. The Agreement is hereby modified to add the following Article 21.26:

21.26 Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, 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 to audit, investigate, monitor, and inspect the activities of the Concessionaire, 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 interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

8. Paragraph Headings. The headings of the various sections of this Second Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Second Amendment or the Agreement.

9. Effective Date. This Second Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

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

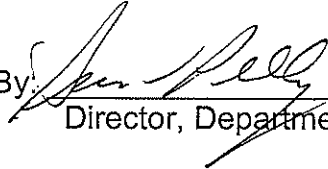
By: _____
Deputy Clerk

By: _____
Chair

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

APPROVED AS TO
TERMS & CONDITIONS:


By: _____
County Attorney

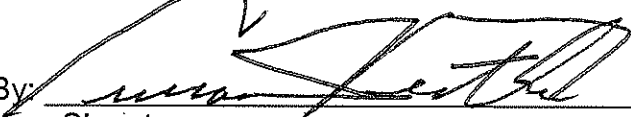
By:  _____
Director, Department of Airports

WITNESSES:

CONCESSIONAIRE:

SOUTHEASTERN FLORIDA
TRANSPORTATION GROUP, LLC

 _____
Signature

By:  _____
Signature

CLARK J. DAVIS, JR.
Print Name

Cullan F. Meathe
Printed Name

 _____
Signature

Title: President

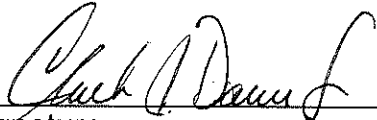
WANDA PIERCE
Print Name

(SEAL)

(Signatures Continue on Following Page)

GUARANTORS:

WITNESSES:

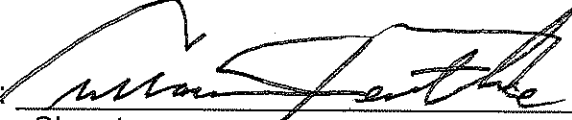

Signature

CLARK J. DAVIS, JR.
Print Name


Signature

WANDA PIERCE
Print Name

PENINSULA TRANSPORTATION GROUP, LLC

By: 
Signature

Cullan F. Meathe
Printed Name

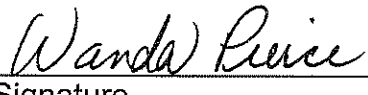
Title: President

(SEAL)

WITNESSES:

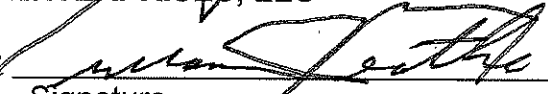

Signature

CLARK J. DAVIS, JR.
Print Name


Signature

WANDA PIERCE
Print Name

PTG ENTERPRISES, LLC

By: 
Signature

Cullan F. Meathe
Printed Name

Title: President

(SEAL)

WITNESSES:



Signature

CLARK J. DAVIS, JR.
Print Name


Signature

WANDA PIERCE
Print Name

JEAN MEATHE IRREVOCABLE TRUST

By: 
Signature

Alan Shanaman
Printed Name

Title: Trustee

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2011

PRODUCER
17
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
SOUTHEASTERN FLORIDA
TRANSPORTATION GROUP LLC
1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411
SOUT06

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: CRUM & FORSTER SPECIALTY INSUR	11123
INSURER B: ASCENDANT COMMERCIAL INSURANCE	13683
INSURER C:	
INSURER D:	
INSURER E:	

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NJ-CGL-0000000487-01	10/02/2011	10/02/2012	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 1000000
B	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 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	PH20280-2	10/18/2011	10/18/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 500000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
 DEPT OF AIRPORTS
 846 PALM BEACH INTL 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. Madiedo

Vehicle Num	Year	Make/Model	Vin	Tag
205	2008	Dodge Caravan	1D8HN54P38B108123	651KMT
223	2004	Dodge Caravan	1D4GP45R74B579011	K478GB
232	2004	Chevrolet Impala	2G1WF52E349307357	K101EI
233	2004	Ford Crown Vic	2FAHP71W34X156654	560JXY
234	2006	Dodge Caravan	2D4GP44L16R761952	H404MQ
239	2003	Ford Crown Vic	2FAFP71W33X189403	405JXY
242	2006	Dodge Caravan	2D8GP44L96R730396	423KMW
246	2008	Toyota Sienna	5TDZK23C18S180939	N674YI
249	2007	Dodge Caravan	2D4GP44L97R220312	250KMV
255	2004	Ford Crown Vic	2FAHP71W54X149172	883KFZ
257	2004	Chevrolet Impala	2G1WF52E949322588	104LDL
265	2005	Chrysler Town & Country	1C4GP45R25B430617	912PAK
268	2008	Dodge Caravan	2D8HN44H28R601571	419KMW
272	2005	Dodge Caravan	1D4GP24R25B424549	945MQZ
274	2005	Dodge Caravan	1D4GP24R65B236908	F058JN
276	2005	Mercury Grand Marquis	2MEHM75W25X607182	K158CL
282	2005	Dodge Caravan	2D4GP24R35R221946	138MJN
295	2005	Dodge Caravan	1D4GP24R15B386635	113 NYF
302	2007	Chrysler Town & Country	2A4GP44RX7R138973	037NXN
304	2004	Chevrolet Impala	2G1WF55E149254945	475VTS
305	2005	Ford Taurus	1FAFP53U15A106563	100 NVX
307	2006	Dodge Caravan	1D4GP24R06B554525	046MJP
309	2005	Chrysler Town & Country	1C4GP45RX5B227524	642 NVX
315	2005	Dodge Caravan	2D4GP24R25R388282	ASIA73
320	2002	Ford Crown Vic	2FAFP71W62X153350	PV98M
322	2006	Dodge Caravan	2D4GP44L06R680067	K771PR
323	2007	Chrysler Town & Country	2A4GP44R97R190806	K188GB
331	2006	Dodge Caravan	1D4GP45R96B574850	F269AV
333	2007	Chevrolet Impala	2G1WS58R479410572	052TMR
334	2003	Ford Crown Vic	2FAFP71W03X194056	368NWX
336	2003	Chrysler Town & Country	2C4GP74L73R132223	331VHX
337	2005	Dodge Caravan	1D4GP24R55B156905	L2E251
340	2010	Toyota Sienna	5TDKK4CC9AS327754	ADY G14
341	2006	Chrysler Town & Country	2A4GP44R86R665442	979NXM
343	2008	Toyota Sienna	5TDZK23C28S145424	N745CU
344	2007	Dodge Caravan	1D4GP24E57B260732	H021YZ
347	2003	Chevrolet Venture	1GNDX03E63D209221	M132WI
349	2006	Ford Freestar Van	2FMDA51656BA45470	N233VR
351	2006	Ford Crown Vic	2FAFP71W66X130138	K315LH
352	2006	Dodge Caravan	1D4GP24R56B689242	593MTJ
354	2006	Ford Crown Vic	2FAFP71W56X139784	656MVE
360	2005	Chevrolet Venture	1GNV03E85D128794	208KBP
363	2006	Ford Freestar Van	2FMDA51656BA59157	F308XZ
364	2007	Dodge Caravan	1D4GP25B57B228741	1062MM
365	2005	Dodge Caravan	1D4GP24RX5B291510	157PAX
366	2006	Chrysler Town & Country	1A4GP45R96B572135	647XZL
368	2006	Chrysler Town & Country	1A4GP45R46B601198	870TER
371	2006	Ford Crown Vic	2FAFP71W56X133872	L237VM
372	2004	Chrysler Town & Country	1C4GP45R54B502067	317KRZ
373	2005	Ford Crown Vic	2FAHP71W45X106427	772TBJ
374	2005	Ford Crown Vic	2FAFP71W85X112304	788TBJ

377	2007	Chrysler Town & Country	2A4GP44R97R245173	ACLJ26
379	2006	Ford Crown Vic	2FAFP71W26X128869	K861XS
380	2006	Ford Freestar Van	2FTZA54636BA26891	615 NLP
381	2005	Dodge Caravan	1D4GP24R25B211178	L791BJ
386	2006	Chrysler Town & Country	2A4GP44R46R844142	876NZS
387	2006	Chrysler Town & Country	1A4GP45R26B610305	153TLQ
389	2007	Dodge Caravan	1D4GP23RX7B193081	B495IP
390	2005	Dodge Caravan	1D4GP25B85B416666	L683PY
391	2005	Ford Towncar	1LNHM84WX5Y612957	552VXH
393	2008	Chevrolet Impala	2G1WB58K381313205	659TRF
396	2007	Dodge Caravan	1D4GP25R87B208190	209NQP
399	2007	Dodge Caravan	1D4GP24R57B125429	906MVL
400	2004	Ford Crown Vic	2FAFP71W34X102478	535 NXT
405	2004	Honda Odyssey	5FNRL18604B034623	074 VTX
406	2007	Dodge Caravan	2D4GP44L87R264172	389MJP
413	2008	Chevrolet Uplander	1GNDU23W98D207421	DFK5E
414	2007	Dodge Caravan	1D4GP23R07B251036	L502SA
415	2008	Dodge Caravan	2D8HN44HX8R706178	G293XB
416	2008	Dodge Caravan	2D8HN44H18R633878	458PDP
417	2007	Ford Crown Vic	2FAFP71W07X134610	ANR B95
418	2009	Toyota Sienna	5TDZK23C19S251624	U64 9BQ
419	2007	Honda Odyssey	5FNRL38437B137985	316 NZB
422	2008	Toyota Sienna	5TDZK22C98S133482	ANZU90
423	2008	Chevrolet Uplander	1GNDV23188D121874	D987MA
424	2007	Ford Freestar Van	2FTZA54217BA31943	173NYB
425	2008	Dodge Caravan	1D8HN54P08B114560	F045DS
426	2007	Dodge Caravan	1D4GP24R57B111305	739KMV
427	2003	Ford Crown Vic	2FAFP71W93X140836	G817MV
430	2008	Ford Crown Vic	2FAFP71V28X119051	283 PFA
431	2005	Dodge Caravan	2D4GP44L95R463745	875 YKT
432	2007	Dodge Caravan	1D4GP24E07B260735	N18 9YK
433	2007	Dodge Caravan	1D4GP25R87B165728	367 HID
434	2006	Chevrolet Uplander	1GNDV23L86D205126	949 PBX
435	2007	Ford Crown Vic	2FAFP71WX7X100254	337 NPT
436	2010	Dodge Caravan	2D4RN4DE5AR364897	AVFM 25
437	2006	Chrysler Town & Country	1A4GP45R06B610559	270 YQV
438	2008	Dodge Caravan	1D8HN44H48B141327	B36 3US
439	2005	Chrysler Town & Country	2C4GP54L05R160548	I75 1RP
440	2006	Dodge Caravan	1D4GP25B06B656134	M74 4VI
441	2008	Chrysler Town & Country	2A8HR44H18R626506	M33 5EH
442	2007	Chrysler Town & Country	2A4GP44R67R245714	833 PHA
443	2005	Dodge Caravan	1D4GP24R85B165775	J25 2PT
444	2008	Chevrolet Uplander	1GNDV23188D180102	AQX D43
509	2005	Dodge Caravan	1D4GP24R85B278268	228PBU
511	2005	Dodge Caravan	1D4GP24R45B260236	474NYF
514	2005	Dodge Caravan	1D4GP24R15B343624	322PAW
516	2005	Dodge Caravan	1D4GP24R75B259095	188PBU
517	2005	Dodge Caravan	1D4GP24RX5B289451	201PAX
543	2005	Chrysler Town & Country	2C4GP44R15R385723	690PAK
544	2005	Chrysler Town & Country	2C4GP44R15R385737	831NXT
548	2005	Dodge Caravan	1D4GP24R05B278457	640PAK
549	2006	Dodge Caravan	1D4GP24R66B543111	187PAX
574	2005	Chrysler Town & Country	2C4GP44R55R385661	051NWT

577	2006	Dodge Caravan	1D4GP24R56B543102	327PAW
579	2005	Dodge Caravan	1D4GP24R25B291307	993PAW
978	2009	Ford E350	1FBSS31L59DA18551	AID T86
979	2009	Ford E350	1FBSS31LX9DA29545	AID T82
607	2006	Ford Crown Vic	2FAHP71W86X130389	863NXT
660	2006	Ford Crown Vic	2FAFP71W96X142378	907NXT
661	2006	Ford Crown Vic	2FAFP71W46X144006	908NXT
663	2006	Ford Crown Vic	2FAHP71W16X146272	909NXT
668	2006	Ford Crown Vic	2FAFP71W46X100961	917NXT
801	2008	Ford Crown Vic	2FAFP71V78X105632	844NXT
804	2008	Ford Crown Vic	2FAFP71V28X146606	841 NXT
807	2008	Ford Crown Vic	2FAFP71V68X101085	931 NXT
814	2008	Ford Crown Vic	2FAHP71V18X136612	506MVM
601	2006	Ford Crown Vic	2FAHP71W16X130220	857NXT
602	2006	Ford Crown Vic	2FAHP71W76X130335	858NXT
603	2006	Ford Crown Vic	2FAHP71W76X130206	859NXT
605	2006	Ford Crown Vic	2FAHP71WX6X130393	861NXT
606	2006	Ford Crown Vic	2FAHP71W16X130380	862NXT
608	2006	Ford Crown Vic	2FAHP71WX6X128708	864NXT
609	2006	Ford Crown Vic	2FAFP71W36X154638	865NXT
610	2006	Ford Crown Vic	2FAHP71W06X130273	866NXT
611	2006	Ford Crown Vic	2FAHP71W16X130315	867NXT
612	2006	Ford Crown Vic	2FAHP71W66X130360	868NXT
613	2006	Ford Crown Vic	2FAHP71W46X130244	869NXT
614	2006	Ford Crown Vic	2FAHP71W46X125870	870NXT
615	2006	Ford Crown Vic	2FAHP71W16X125857	871NXT
617	2006	Ford Crown Vic	2FAFP71W36X135135	873NXT
618	2006	Ford Crown Vic	2FAFP71W96X135138	874NXT
619	2006	Ford Crown Vic	2FAFP71W76X135137	875NXT
620	2006	Ford Crown Vic	2FAHP71W36X130381	876NXT
621	2006	Ford Crown Vic	2FAHP71W66X130276	877NXT
622	2006	Ford Crown Vic	2FAHP71W06X130211	878NXT
623	2006	Ford Crown Vic	2FAHP71W46X152003	879NXT
624	2006	Ford Crown Vic	2FAFP71W56X154480	880NXT
625	2006	Ford Crown Vic	2FAHP71W66X120458	881NXT
626	2006	Ford Crown Vic	2FAHP71W16X142481	882NXT
627	2006	Ford Crown Vic	2FAFP71W06X136680	883NXT
628	2006	Ford Crown Vic	2FAFP71W26X104698	884NXT
629	2006	Ford Crown Vic	2FAFP71W96X125371	885NXT
630	2006	Ford Crown Vic	2FAFP71W36X135474	886NXT
631	2006	Ford Crown Vic	2FAFP71W36X156888	887NXT
632	2006	Ford Crown Vic	2FAHP71W06X162981	888NXT
634	2006	Ford Crown Vic	2FAHP71W36X147164	890NXT
635	2006	Ford Crown Vic	2FAHP71W46X156228	891NXT
636	2006	Ford Crown Vic	2FAHP71W06X156243	892NXT
638	2006	Ford Crown Vic	2FAHP71W56X161289	893NXT
639	2006	Ford Crown Vic	2FAHP71WX6X158596	894NXT
640	2006	Ford Crown Vic	2FAHP71W16X141640	895NXT
641	2006	Ford Crown Vic	2FAHP71W06X158591	896NXT
642	2006	Ford Crown Vic	2FAHP71WX6X162986	897NXT
644	2006	Ford Crown Vic	2FAHP71WX6X147176	898NXT
647	2006	Ford Crown Vic	2FAHP71WX6X161286	900NXT
649	2006	Ford Crown Vic	2FAHP71W76X147152	830NXT

650	2006	Ford Crown Vic	2FAFP71W26X105916	902NXT
651	2006	Ford Crown Vic	2FAFP71W86X104706	903NXT
653	2006	Ford Crown Vic	2FAHP71W16X136082	904NXT
655	2006	Ford Crown Vic	2FAFP71W06X142334	905NXT
665	2006	Ford Crown Vic	2FAHP71W76X122798	915NXT
669	2006	Ford Crown Vic	2FAFP71W16X156887	918NXT
672	2006	Ford Crown Vic	2FAFP71W76X125353	919NXT
674	2006	Ford Crown Vic	2FAFP71W16X125347	920NXT
780	2007	Ford Crown Vic	2FAFP71W07X140973	921NXT
800	2008	Ford Crown Vic	2FAFP71V88X120947	843NXT
802	2008	Ford Crown Vic	2FAFP71V18X161193	842 NXT
803	2008	Ford Crown Vic	2FAFP71V78X155687	837 NXT
805	2008	Ford Crown Vic	2FAFP71V58X155686	933NXT
808	2008	Ford Crown Vic	2FAFP71V28X178973	838 NXT
809	2008	Ford Crown Vic	2FAFP71V58X178899	840 NXT
810	2008	Ford Crown Vic	2FAFP71V38X161213	832 NXT
811	2008	Ford Crown Vic	2FAFP71V58X150147	833 NXT
812	2008	Ford Crown Vic	2FAFP71V58X173010	839 NXT
813	2008	Ford Crown Vic	2FAHP71V68X161599	AFZB79
161	2004	Ford Freestar Van	2FMZA57634BA84956	695NYB
168	2006	Dodge Caravan	1D4GP24RX6B558596	N738YJ
172	2004	Ford Freestar Van	2FMZA576X4BA95176	X72765
4004	2004	Ford Freestar Van	2FMZA57624BA95169	X72762
410	2004	Ford Freestar Van	2FMZA57274BA49897	X72770
412	2004	Ford Freestar Van	2FMZA51604BB07201	697NYB

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (M/MO/YYYY)
09/15/2011

PRODUCER 2 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 <p style="text-align: right;">PTGE00</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC#</th> </tr> <tr> <td>INSURER A: ASCENDANT COMMERCIAL INSURANCE</td> <td>13683</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC#	INSURER A: ASCENDANT COMMERCIAL INSURANCE	13683	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC#												
INSURER A: ASCENDANT COMMERCIAL INSURANCE	13683												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	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"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 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 EA ACC \$ AUTO ONLY: AGG \$												
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$												
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC-62534-1	09/23/2011	09/23/2012	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">X</td> <td style="text-align: center;">WG STATU- TORY LIMITS</td> <td style="text-align: center;">OTH- ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEES</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">500,000</td> </tr> </table>	X	WG STATU- TORY LIMITS	OTH- ER	E.L. EACH ACCIDENT	\$	100,000	E.L. DISEASE - EA EMPLOYEES	\$	100,000	E.L. DISEASE - POLICY LIMIT	\$	500,000
X	WG STATU- TORY LIMITS	OTH- ER															
E.L. EACH ACCIDENT	\$	100,000															
E.L. DISEASE - EA EMPLOYEES	\$	100,000															
E.L. DISEASE - POLICY LIMIT	\$	500,000															

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

ADDENDUM ATTACHED LISTING THE ADDITIONAL NAMED INSUREDS TO THE POLICY.

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 <u>30</u> 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 NEW
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****Addendum of Additional Named Insured***

Checker Cab of Collier County
Checker Cab of St. Augustine
Citicab
Clearwater Yellow Cab, LLC
Community Rehabilitation Center Transportation
dba Carey Jacksonville
dba Clearwater Yellow Cab
dba Go Townecar
dba St Pete Taxi
dba Yellow Cab of Pasco County
Florida Gulf Coast Transportation LLC
Gator City Taxi
Go Airport Shuttle and Sedan of Jacksonville, LLC
Go Airport Shuttle and Sedan of Palm Beach LLC
Gulf Coast Executive Transportation Services, LLC
Gulf Coast Metro Cab, LLC
Gulf Coast Yellow Cab, LLC
Imperial Transportation
Jacksonville Limousine Service, Inc.
Jacksonville Transportation Group, LLC
Jacksonville Sedan Transportation Services, LLC
Metro Cab, LLC
Metro Cars FL
Metro Mobility Management Group LLC
Metro Mobility of Jacksonville, LLC
Metro Mobility Transportation Group LLC
Northern Florida Transportation Group, LLC
PALM BEACH METRO TRANSPORTATION GROUP, LLC
Peninsula Transportation Group LLC
PTG Enterprises, LLC
Sedan Transportation Services, LLC
Southeastern Florida Transportation Group, LLC
Tampa Bay Area Yellow Cab LLC
Two Wheels
Yellow Cab of Boca Raton
Yellow Cab of Jacksonville
Yellow Cab of Palm Beach, LLC

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, deposes and says that:

1. The undersigned is the Manager of **Southeastern Florida Transportation Group, LLC**, a limited liability company organized and existing under the laws of the State of Florida ("Company").

2. Articles of Organization of the Company have been filed with the Florida Department of State and such articles are incorporated herein by reference.

3. The Company is in good standing.

4. The Company is a manager managed limited liability company.

5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

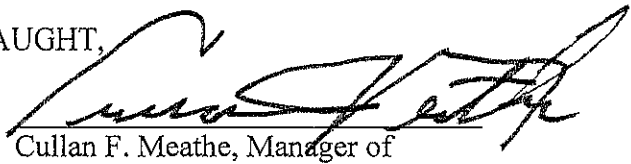
6. The undersigned has the right and authority to enter into that certain Second Amendment to Airport Ground Transportation Concession Agreement between Palm Beach County, a political subdivision of the State of Florida and Southeastern Florida Transportation Group, LLC (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.

7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,



Cullan F. Meathe, Manager of
Southeastern Florida Transportation Group, LLC

SWORN TO AND SUBSCRIBED before me on this 08 day of November, 2011, by Cullan F. Meathe, Manager of and on behalf of **Southeastern Florida Transportation Group, LLC**, who is personally known to me OR who produced a Florida drivers license, as identification and who did take an oath.

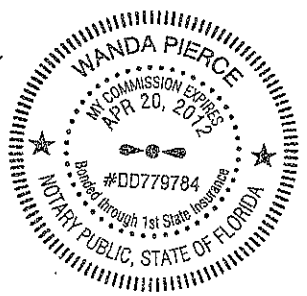
Wanda Pierce
Notary Signature

WANDA PIERCE
Print Notary Name

NOTARY PUBLIC

State of Florida at large

My Commission Expires: April 20, 2012



AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, deposes and says that:

1. The undersigned is the Manager of **Peninsula Transportation Group, LLC**, a limited liability company organized and existing under the laws of the State of Delaware ("Company").
2. Articles of Organization of the Company have been filed with the Delaware Department of State and such articles are incorporated herein by reference.
3. The Company is in good standing.
4. The Company is a manager managed limited liability company.
5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
6. The undersigned has the right and authority to enter into that certain Second Amendment to Airport Ground Transportation Concession Agreement between Palm Beach County, a political subdivision of the State of Florida and Southeastern Florida Transportation Group, LLC (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.
7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.
8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.
9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,



Cullan F. Meathe, Manager of
Peninsula Transportation Group, LLC

SWORN TO AND SUBSCRIBED before me on this 08 day of November, 2011, by Cullan F. Meathe, Manager of and on behalf of **Peninsula Transportation Group, LLC**, who is personally known to me OR who produced a Florida drivers license, as identification and who did take an oath.

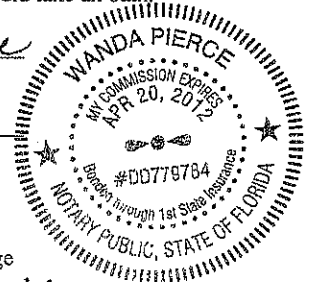
Wanda Pierce
Notary Signature

WANDA PIERCE
Print Notary Name

NOTARY PUBLIC

State of Florida at large

My Commission Expires: April 20, 2012



AFFIDAVIT OF LIMITED LIABILITY COMPANY


STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, deposes and says that:

1. The undersigned is the Manager of **PTG Enterprises, LLC**, a limited liability company organized and existing under the laws of the State of Florida ("Company").
2. Articles of Organization of the Company have been filed with the Florida Department of State and such articles are incorporated herein by reference.
3. The Company is in good standing.
4. The Company is a manager managed limited liability company.
5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
6. The undersigned has the right and authority to enter into that certain Second Amendment to Airport Ground Transportation Concession Agreement between Palm Beach County, a political subdivision of the State of Florida and Southeastern Florida Transportation Group, LLC (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.
7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.
8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.
9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,


Cullan F. Meathe, Manager of
PTG Enterprises, LLC

SWORN TO AND SUBSCRIBED before me on this 08 day of November, 2011, by Cullan F. Meathe, Manager of and on behalf of PTG Enterprises, LLC, who is personally known to me OR who produced a Florida drivers license, as identification and who did take an oath.

Wanda Pierce
Notary Signature

WANDA PIERCE
Print Notary Name

NOTARY PUBLIC

State of Florida at large

My Commission Expires: April 20, 2012



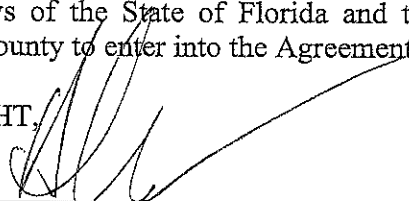
AFFIDAVIT OF TRUSTEE

STATE OF Michigan
COUNTY OF Oakland

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, deposes and says that:

1. The undersigned is the Trustee of the **Jean Meathe Irrevocable Trust, under agreement dated September 1, 2010**, a trust organized and existing under the laws of the State of ~~Florida~~ Michigan ("Trust").
2. The Trust is in good standing.
3. The undersigned is or has been authorized to act on behalf of the Trust and legally bind the Trust and execute contracts and other instruments relating to the transaction of business of the Trust.
4. The undersigned has the right and authority to enter into that certain Second Amendment to Airport Ground Transportation Concession Agreement between Palm Beach County, a political subdivision of the State of Florida and Southeastern Florida Transportation Group, LLC (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Trust to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.
5. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Trust.
6. The transactions contemplated herein will not violate any of the terms and conditions of the Trust and any other agreements between the Trust and any third person.
7. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT.

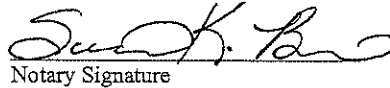


Signature of Trustee

Alan I. Shanaman
Typed/Printed Name

SWORN TO AND SUBSCRIBED before me on this 10th day of November, 2011, by Alan I. Shanaman, Trustee of the Jean Meathe Irrevocable Trust, under agreement dated September 1, 2010, who is personally known to me OR who produced a Florida drivers license, as identification and who did take an oath.

SUSAN K. BROWN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Apr. 30, 2013
Acting in the County of Oakland



Notary Signature

Susan K. Brown
Print Notary Name

NOTARY PUBLIC

State of Michigan at large

My Commission Expires: 4-30-13

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Entity Name Search

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Detail by Entity Name

Florida Limited Liability Company

SOUTHEASTERN FLORIDA TRANSPORTATION GROUP, LLC

Filing Information

Document Number L10000078673
FEI/EIN Number 273121229
Date Filed 07/27/2010
State FL
Status ACTIVE
Effective Date 07/27/2010

Principal Address

1635 MEATHE DRIVE
WEST PALM BEACH FL 33411 US

Mailing Address

1635 MEATHE DRIVE
WEST PALM BEACH FL 33411 US

Registered Agent Name & Address

PATANELLA, ANTHONY
1635 MEATHE DRIVE
WEST PALM BEACH FL 33411 US

Manager/Member Detail

Name & Address

Title MGR
MEATHE, CULLAN F
1635 MEATHE DRIVE
WEST PALM BEACH FL 33411 US

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Report Year Filed Date
2011 04/20/2011

Document Images

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[07/27/2010 -- Florida Limited Liability](#)

2011 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L10000078673

**FILED
Apr 20, 2011
Secretary of State**

Entity Name: SOUTHEASTERN FLORIDA TRANSPORTATION GROUP, LLC

Current Principal Place of Business:

1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411 US

New Principal Place of Business:

Current Mailing Address:

1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411 US

New Mailing Address:

FEI Number: 27-3121229 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired ()

Name and Address of Current Registered Agent:

PATANELLA, ANTHONY
1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

MANAGING MEMBERS/MANAGERS:

Title: MGR
Name: MEATHE, CULLAN F
Address: 1635 MEATHE DRIVE
City-St-Zip: WEST PALM BEACH, FL 33411 US

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: CULLAN F. MEATHE

MGR

04/20/2011

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

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Detail by Entity Name

Florida Limited Liability Company

PTG ENTERPRISES, LLC

Filing Information

Document Number L10000091515
FEI/EIN Number 273386667
Date Filed 08/31/2010
State FL
Status ACTIVE
Effective Date 08/31/2010

Principal Address

1635 MEATHE DRIVE
WEST PALM BEACH FL 33411 US

Mailing Address

1635 MEATHE DRIVE
WEST PALM BEACH FL 33411 US

Registered Agent Name & Address

PATANELLA, ANTHONY
1635 MEATHE DRIVE
WEST PALM BEACH FL 33411 US

Manager/Member Detail

Name & Address

Title MGR
MEATHE, CULLAN F
1635 MEATHE DRIVE
WEST PALM BEACH FL 33411 US

Annual Reports

Report Year Filed Date
2011 04/20/2011

Document Images

2011 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L10000091515

FILED
Apr 20, 2011
Secretary of State

Entity Name: PTG ENTERPRISES, LLC

Current Principal Place of Business:

1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411 US

New Principal Place of Business:

Current Mailing Address:

1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411 US

New Mailing Address:

FEI Number: 27-3386667 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired ()

Name and Address of Current Registered Agent:

PATANELLA, ANTHONY
1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

MANAGING MEMBERS/MANAGERS:

Title: MGR
Name: MEATHE, CULLAN F
Address: 1635 MEATHE DRIVE
City-St-Zip: WEST PALM BEACH, FL 33411 US

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: CULLAN F. MEATHE MGR 04/20/2011

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

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Detail by Entity Name

Florida Limited Liability Company

PENINSULA TRANSPORTATION GROUP, LLC

Filing Information

Document Number L10000071664
FEI/EIN Number 273099767
Date Filed 07/07/2010
State FL
Status ACTIVE
Effective Date 07/07/2010

Principal Address

1635 MEATHE DRIVE
WEST PALM BEACH FL 33411 US

Mailing Address

1635 MEATHE DRIVE
WEST PALM BEACH FL 33411 US

Registered Agent Name & Address

PATANELLA, ANTHONY
1635 MEATHE DRIVE
WEST PALM BEACH FL 33411 US

Manager/Member Detail

Name & Address

Title MGR
MEATHE, CULLAN F
1635 MEATHE DRIVE
WEST PALM BEACH FL 33411 US

Annual Reports

Report Year Filed Date
2011 04/20/2011

Document Images

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2011 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L10000071664

**FILED
Apr 20, 2011
Secretary of State**

Entity Name: PENINSULA TRANSPORTATION GROUP, LLC

Current Principal Place of Business:

1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411 US

New Principal Place of Business:

Current Mailing Address:

1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411 US

New Mailing Address:

FEI Number: 27-3099767 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired ()

Name and Address of Current Registered Agent:

PATANELLA, ANTHONY
1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

MANAGING MEMBERS/MANAGERS:

Title: MGR
Name: MEATHE, CULLAN F
Address: 1635 MEATHE DRIVE
City-St-Zip: WEST PALM BEACH, FL 33411 US

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: CULLAN F. MEATHE

MGR

04/20/2011

_____ Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date