

CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT (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"), and Southeastern Florida Transportation Group, LLC, a Florida limited liability company (the "Assignor"), and SE Florida Transportation, LLC, a Florida limited liability company (the "Assignee"), together with SuperTaxi, Inc., a Delaware corporation (the "Guarantor").

This Consent is based upon the following facts:

A. County and Assignor entered into that certain Airport Ground Transportation Concession Agreement dated September 20, 2005 (R-2005-1774), as amended by that certain Consent to Assignment and Assumption of Agreement and First Amendment of Assigned Contract dated January 11, 2011 (R-2011-0032), (the "First Amendment"), and that certain Second Amendment to Airport Ground Transportation Concession Agreement dated June 5, 2012 (R-2012-0824) (the "Second Amendment"), and that certain Third Amendment to Airport Ground Transportation Concession Agreement dated March 12, 2013 (R-2013-0250) (the "Third Amendment") (collectively, the "Concession Agreement" or "Assigned Contract") for the provision of on-demand ground transportation services at the Palm Beach International Airport (the "Airport").

B. Assignor and Assignee have notified County that Assignee and Assignor have entered into an Assignment and Assumption of Agreement dated September 30, 2014 (the "Assignment Date"), attached hereto and incorporated herein as Exhibit "A" (the "Assignment Agreement"). Pursuant to the Assignment Agreement, Assignor has agreed to assign, transfer and convey all of Assignor's right, title and interest in the Assigned Contract to 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 Assignment Date.

C. Pursuant to Article 14 of the Assigned Contract, Assignor cannot assign, convey or transfer its interest in the Assigned Contract without first having obtained the prior written consent of Department, which consent may be granted or withheld by Department in its sole and absolute discretion.

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

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

F. Assignee and Assignor represent and warrant to 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 Assignor or Assignee; or (ii) any judgment, decree or order of any court, administrative body, or governmental authority applicable to Assignor or Assignee.

G. Assignee and Assignor represent and warrant to County that neither Assignor nor Assignee has actual knowledge of any: (i) existing defaults under the terms, covenants or conditions of the Assigned Contract by the County or 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 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 Assignee or 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.

H. County acknowledges that Assignor is current on the payment of License Fees and Concession Fees due to County through October 31, 2014.

I. Assignor represents and warrants to the County and Assignee that it has fully performed all of its duties and responsibilities under the Assigned Contract as of the date of this Consent. Assignor acknowledges that it shall remain primarily responsible for all duties, liabilities and obligations arising prior to the Assignment Date. Further, County hereby acknowledges that the assignment of Assignor's duties, liabilities and obligations under the Assigned Contract to Assignee shall be those duties, liabilities and obligations arising from and after the Assignment Date and shall in no event relate in any way to any breach of any term, condition, duty, liability or obligation of Assignor arising under the Assigned Contract relating to the period prior to the Assignment Date.

J. 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 all necessary permits and/or governmental approvals, including, but not limited to, the necessary business permit or other approval(s) required under the Palm Beach County Vehicle for Hire Ordinance, together with 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.

K. Assignee confirms, ratifies and agrees to be bound by and to perform in accordance with all of the terms and conditions contained in that certain Subcontract Agreement between Assignee and Imperial Transportation PBC, Inc. (the "DBE Subcontractor") dated effective as of October 4, 2014, a copy of which is hereto and incorporated herein as Exhibit "B" (the "DBE Subcontract").

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

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

N. The individual executing this Consent on behalf of Guarantor is fully authorized and empowered to execute this Consent, affirm the representations and warranties of Guarantor and bind Guarantor 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. 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. Assignee agrees to be bound by and to perform the Assigned Contract in accordance with all of the terms and conditions contained in the Assigned Contract. Assignee shall assume all obligations and liabilities of Assignor under the Assigned Contract arising from and after the Assignment Date.

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

SE Florida Transportation, LLC
c/o Transdev On Demand, Inc.
11901 30th Court
St. Petersburg, FL 33716
FAX: (727) 571-4214

4. Guarantor, as a material inducement to the County to enter into this Consent, does hereby agree to guarantee the proper and full performance of all of Assignee's duties and obligations arising under, out of or through the Assigned Contract from and after the Assignment Date, for the entire remaining term of the Assigned Contract, including any extension(s) thereto. Guarantor agrees that this guarantee shall encompass all amendments made to the Assigned Contract simultaneously with and/or after the effective date of this Consent, and Guarantor expressly acknowledges and agrees that this guarantee includes Assignee's obligation to save, defend, indemnify and hold harmless County and its officers, agents, servants, employees and subcontractors under the Assigned Contract, as may be amended. 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. County may notify the Guarantor of Assignee's failure

to perform its duties and obligations under the Assigned Contract or this Consent by U.S. Mail, postage prepaid, or by facsimile, to Guarantor at the following address:

SuperTaxi, Inc.
c/o SuperShuttle International, Inc.
14500 North Northsight Boulevard, Suite 329
Scottsdale, AZ 85260
FAX: (480) 607-9376

Notwithstanding anything contained in this Consent or in the Assigned Contract, Guarantor further agrees that given its close and interconnected relationships with Assignee, that County's failure to notify Guarantor of any failure of Assignee to properly perform or fulfill any of its duties and obligations under the Assigned Contract shall not relieve Guarantor 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 Guarantor.

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

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

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, which shall be effective upon the Assignment Date.

8. 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.

9. 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.

10. Assignor and Assignee acknowledge and agree that Consent by the Department of Airports is expressly conditioned upon, and shall be subject to, approval of Consent by the Board of County Commissioners. In the event the Board of County Commissioners does not approve this Consent, the Assigned Contract shall be subject to termination by County effective upon the date specified in the Department of Airports' written notification to Assignee.

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

ASSIGNOR:

**SOUTHEASTERN FLORIDA
TRANSPORTATION GROUP, LLC**

WITNESSES:

By: Robert Lylon
Robert Lylon
Print Name

By: [Signature]
Title: MANAGER

By: Marianne Morgan
Marianne Morgan
Print Name

ASSIGNEE:

SE FLORIDA TRANSPORTATION, LLC

WITNESSES:

By: Karen Daudet
Karen Daudet
Print Name

By: Thomas C LaVoy
Title: MANAGER

By: Susan J Smith
Susan J Smith
Print Name

GUARANTOR:

SUPERTAXI, INC., a Delaware corporation


WITNESSES:

By: Karen Daudet
Karen Daudet
Print Name

By: Thomas C LaVoy
Title: Secretary

By: Susan J Smith
Susan J Smith
Print Name

CONDITIONAL CONSENT is given this 30th day of October 2014, by the Director of the Department of Airports, on behalf of and pursuant to the authority granted by the Board of County Commissioners in Article 14 of the Concession Agreement. Such Consent is conditioned upon approval by the Board of County Commissioners pursuant to Paragraph 10 above.



Director of Airports

Approved as to Form and Legal Sufficiency:

County Attorney

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS:

ATTEST:

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

**SHARON R. BOCK,
CLERK & COMPTROLLER**

By: _____
Deputy Clerk

By: _____
, Mayor

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

APPROVED AS TO TERMS & CONDITIONS:

By: _____
County Attorney

By: 

Director, Department of Airports

Exhibit "A"
the "Assignment Agreement"

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is made effective as of September ~~20~~³⁰, 2014, between Southeastern Florida Transportation Group, LLC, a Florida limited liability company ("Assignor"), and SE Florida Transportation, LLC, a Florida limited liability company ("Assignee").

RECITALS

A. Assignor has entered into an Airport Ground Transportation Concession Agreement with Palm Beach County, a political subdivision of the State of Florida (the "County") dated September 20, 2005 (R-2005-1774), as amended by that certain Consent to Assignment and Assumption of Agreement and First Amendment of Assigned Contract dated January 11, 2011 (R-2011-0032), (the "First Amendment"), that certain Second Amendment to Airport Ground Transportation Concession Agreement dated June 5, 2012 (R-2012-0824) (the "Second Amendment"), and that certain Third Amendment to Airport Ground Transportation Concession Agreement dated March 12, 2013 (R-2013-0250) (the "Third Amendment") (collectively, the "Concession Agreement").

B. The Concession Agreement provides for on-demand transportation services at the Palm Beach International Airport.

C. Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Concession Agreement and Assignee desires to accept such assignment, transfer and conveyance, all pursuant to the terms and provisions hereof.

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby act and agree as follows:

1. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee (the "Assignment") all of Assignor's right, title and interest in and to the Concession Agreement, effective as of the date hereof or, if a later date, the date this Agreement is approved by the County (the "Effective Date").

2. Assignee hereby accepts the Assignment and assumes all duties, obligations and liabilities of Assignor arising under the Concession Agreement from and after the Effective Date (the "Assumption").

3. On and after the date hereof, the parties shall take all further actions, including, but not limited to, the execution and delivery of additional instruments or documents, that may be reasonably requested in writing by either party to effectuate or evidence the Assignment or the Assumption, or the other actions expressly contemplated by this Agreement.

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

5. Assignor further represents and warrants to Assignee that the Concession Agreement is in full force and effect and that there are no (i) existing defaults under the terms, covenants or conditions of the Concession Agreement by Assignor occurring prior to the Effective 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 Concession Agreement by Assignor; (iii) liens, encumbrances, restrictions, claims, problems, or impediments, of any kind or nature, to the assignment, transfer, conveyance and delivery of Concession Agreement pursuant to this Agreement; and (iv) pending or threatened proceedings or litigation of any kind or nature that would preclude, interfere with or delay the assignment, transfer or conveyance of the Concession Agreement.

6. This Agreement may be executed in counterparts.

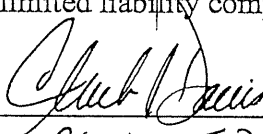
7. This Agreement shall be governed by the laws the State of Florida, without regard to the conflict of laws principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

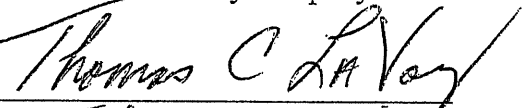
ASSIGNOR:

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

By: 
Name: CLARK J. DAVIS
Its: MANAGER

ASSIGNEE:

SE FLORIDA TRANSPORTATION, LLC,
a Florida limited liability company

By: 
Name: THOMAS C LAVOY
Its: MANAGER

[Signature Page to Assignment and Assumption Agreement]

Exhibit "B"
the "DBE Subcontract"

WEST250682393.2

SUBCONTRACT AGREEMENT

(DBE)

THIS SUBCONTRACT AGREEMENT (the "Agreement") is effective October 3, 2014 (the "Effective Date"), by and between **SE Florida Transportation, LLC**, a Florida limited liability company, having its principal place of business at [1700 North Florida Mango Road, West Palm Beach, Florida 33409] ("SFT") 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. On or about October 3, 2014, Southeastern Florida Transportation Group, L.L.C. ("SFTG"), a Florida limited liability corporation, assigned to SFT (the "Assignment") all of SFTG's right, title and interest in and to that certain Airport Ground Transportation Concession Agreement (the "Airport Agreement") with Palm Beach County, a political subdivision of the state of Florida (the "County"), dated October 1, 2005 to provide common carriage ground transportation services at Palm Beach International Airport ("PBIA").
- B. The Assignment is memorialized by that certain Assignment and Assumption Agreement, dated October 3, 2014, between SFTG and SFT and that certain Consent to Assignment and Assumption Agreement, made and entered into on October ____, 2014, by and among SFTG, SFT and the County.
- C. SUBCONTRACTOR is a qualified Disadvantaged Business Enterprise ("DBE"), certified by PBIA, and desires to enter into a new subcontract with SFT under the terms and conditions set forth in this Agreement and replacing in its entirety the Subcontract Agreement, dated effective October 1, 2005, between SFTG and Subcontractor.

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 SFT and SUBCONTRACTOR pursuant to this Agreement; create any contractual relationship between any parties, including Palm Beach County, other than SFT 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 SFT and the SUBCONTRACTOR, and shall terminate at the expiration of the term of the Airport Agreement 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 SFT.
5. **SUBCONTRACTOR VEHICLES:** (a) SUBCONTRACTOR shall provide and maintain a sufficient, as reasonably satisfactory to SFT, 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 SFT, 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 SFT for use in connection with this Agreement, SUBCONTRACTOR shall make each such vehicle available to SFT for inspection to ensure that each such vehicle meets the requirements and standards of the Airport Agreement. The inspection by SFT 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 SFT:** SUBCONTRACTOR agrees to pay to SFT to defer the cost of starters, dispatchers, administrative expenses and fess to PBIA under the Contract, an amount equal to fifteen percent (15%) of the gross revenues derived by SUBCONTRACTOR from any vehicles it operates under this agreement ("Subcontractor Fee") that are not leased from SFT. 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 SFT pursuant to this Paragraph 6. Notwithstanding anything to the contrary contained herein, SFT may not terminate this Agreement upon any failure by SUBCONTRACTOR to pay any Subcontractor Fees if SUBCONTRACTOR has notified SFT, 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, SFT shall work

with SUBCONTRACTOR to resolve any such dispute within thirty (60) 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 SFT starters, Further, the operation by SUBCONTRACTOR of its vehicles hereunder shall strictly comply with the provisions of the Airport Agreement.
8. **ADVERTISING:** SFT 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 SFT 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 SFT 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 SFT 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. Notwithstanding anything to the contrary contained herein, however, if SUBCONTRACTOR establishes, through letters from at least three (3) Palm Beach County insurance brokers, that coverage in such amounts is no longer commercially available, then SUBCONTRACTOR shall maintain Automobile Liability coverage in the maximum amount commercially available.
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 SFT and which are operated by SUBCONTRACTOR under this Agreement, the necessary and required radio equipment to be compatible with the radio equipment utilized by SFT 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 SFT 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, SFT 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 SFT shall be conducted during normal business hours at the offices of SUBCONTRACTOR, and SFT 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 SFT related to the performance by SFT 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 SFT, and SUBCONTRACTOR shall give SFT at least (3) business days' prior written notice of the inspections.

14. **MEETINGS; JOINT AND MUTUAL COOPERATION:** Representatives of SFT and SUBCONTRACTOR shall meet periodically to review and discuss the management and operation of the ground transportation system under this Agreement. SUBCONTRACTOR and SFT 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 SFT, 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. SFT 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 SFT 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. SFT 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 SFT 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 SFT 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 SFT 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 _____ day of _____, 20__.

Signed, sealed and delivered in the presence of:

SE Florida Transportation, LLC

By: Thomas C LaVoy

Title: MANAGER

Juan Daudet
Witness

Ashley Smith
Witness

Imperial Transportation PBC, Inc.

By: [Signature]

Title: V. President

Clark H. Davis
Witness

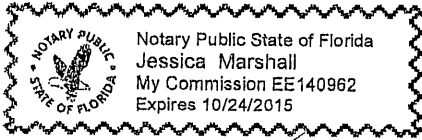
Robert Lydon
Witness

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this 24 day of OCTOBER, 2014

by Kyle Smith.



Jessica Marshall

Personally Known or Produced Identification _____

Type of Identification Produced:

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____

by _____.

Personally Known _____ or Produced Identification _____

Type of Identification Produced:

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF Florida

COUNTY OF Palm Beach

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) 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 and is authorized to transact business in the State of Florida as of the date hereof.

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 CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT between Palm Beach County, a political subdivision of the State of Florida and the Company (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.

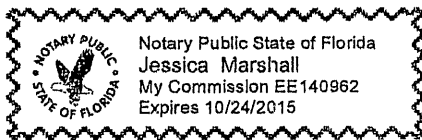
9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

Clark J. Davis

_____, Individually and as
Manager

SWORN TO AND SUBSCRIBED before me on this 17th day of September, 2014, by
Clark J. Davis, Manager of on behalf of the Southeastern Florida
Transportation Group, LLC who is personally known to me OR who produced _____
_____, as identification and who did take an oath.



Jessica Marshall

Notary Signature

Jessica Marshall

Print Notary Name

NOTARY PUBLIC

State of Florida at large

My Commission Expires: 10/24/2015

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF ARIZONA

COUNTY OF MARICOPA

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the manager and secretary of SE FLORIDA TRANSPORTATION, 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 and is authorized to transact business in the State of Florida as of the date hereof.
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 CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT and LICENSE AGREEMENT between Palm Beach County, a political subdivision of the State of Florida and the Company (collectively the "Agreements"), 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 Agreements, including amendment(s) and termination of such Agreements.
7. Upon execution and delivery of such Agreements 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 Agreements.

FURTHER AFFIANT SAYETH NAUGHT,

Thomas C. LaVoy
Thomas C. LaVoy, Individually and as Manager

SWORN TO AND SUBSCRIBED before me on this ____ day of _____, 20__, by Terrence Oates, Manager of SE FLORIDA TRANSPORTATION, LLC, who is personally known to me and who did take an oath.

Karen Daudet
Notary Signature
KAREN Daudet
Print Notary Name

NOTARY PUBLIC

State of Arizona at large

My Commission Expires:



SUPERTAXI, INC.

SECRETARY'S C E R T I F I C A T E

The undersigned hereby certifies that the following are true and correct statements:

1. That Thomas C. LaVoy is the Secretary of SuperTaxi Inc., a corporation organized and existing in good standing under the laws of the State of Delaware, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 30th day of September, 2014, in accordance with the laws of the State of Delaware, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation be, and hereby is, authorized and directed to execute and deliver that certain Consent to Assignment and Assumption of Agreement (the "Consent Agreement") by Palm Beach County, a political subdivision of the State of Florida, Southeastern Florida Transportation Group, LLC, a Florida limited liability company (the "Assignor"), SE Florida Transportation, LLC, a Florida limited liability company (the "Assignee"), and the Corporation, as guarantor of Assignee's duties and obligations under that certain Airport Ground Transportation Concession Agreement, dated September 20, 2005 (R-2005-1774), as amended by that certain Consent to Assignment and Assumption of Agreement and First Amendment of Assigned Contract dated January 11, 2011 (R-2011-0032) (the "First Amendment"), that certain Second Amendment to Airport Ground Transportation Concession Agreement, dated June 5, 2012 (R-2012-0824) (the "Second Amendment"), and that certain Third Amendment to Airport Ground Transportation Concession Agreement dated March 12, 2013 (R-2013-0250) (the "Third Amendment") (collectively, the "Concession Agreement" or "Assigned Contract") for the provision of on-demand ground transportation services at the Palm Beach International Airport (the "Airport").

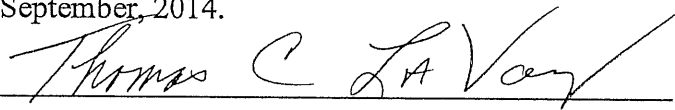
FURTHER RESOLVED, that a copy of the Consent Agreement is attached hereto as Exhibit A.

FURTHER RESOLVED, that Thomas C LaVoy, the Secretary of the Corporation, is hereby authorized and instructed to execute the Consent Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 30th day of September, 2014.



Corporate Seal

Thomas C. LaVoy, Secretary
SuperTaxi, Inc., a Delaware corporation



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/08/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:		
INSURED SE Florida Transportation, LLC 720 Butterfield Rd Suite 300 Lombard IL 60148 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Old Republic Insurance Company		24147
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 570055071901 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY302141	07/01/2014	07/01/2015	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$1,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
A	AUTOMOBILE LIABILITY			MWZX 26684	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$500,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Auto Liab - Excess MWTB 21267 Auto Liab - Primary	07/01/2014	07/01/2015	BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	DED						RETENTION	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC30213900 Workers Comp	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Palm Beach County, a political subdivision of the State of Florida, c/o Purchasing Department, 50 S. Military Trail, Ste. 110, West Palm Beach, FL 33415 is included as Additional Insured with respect to General Liability policy where required by contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by contract, under the General Liability policy. Waiver of subrogation is applicable where required by contract under the General Liability, Automobile Liability and workers' Compensation policies. In the event this policy is cancelled for any permissible reason, other than for the non-payment of premium, Old Republic shall endeavor to provide 30 days advance written notice of cancellation per the terms and conditions as provided by the policies.

CERTIFICATE HOLDER Palm Beach County Department of Airports Attn: Ray Walter 846 Palm Beach International Airport West Palm Beach FL 33406 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
---	--

Holder Identifier :

Certificate No : 570055071901



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): Palm Beach County, a political subdivision of the state of Florida c/o Purchasing Department 50 S. Military Trail West Palm Beach, FL 33415</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



RECEIVED

2014 SEP 16 AM 11:56

DEPT. OF AIRPORTS
BLDG. 846. PBIA

September 15, 2014

Mr. Ray Walter
Director of Properties
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406

RE: SE Florida Transportation, LLC
Performance and Payment Bonds

Dear Mr. Walter,

Per our correspondence today, enclosed are the Performance and Payment Bonds.

Please let me know if you have any questions.

Respectfully,

Nancy Leeson
Director, Risk Management

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF Arizona

COUNTY OF Maricopa

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the Manager of SE FLORIDA TRANSPORTATION, 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 and is authorized to transact business in the State of Florida as of the date hereof.

4. The company is a ~~Manager~~ 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. That Jan Horstmann, the CFO of the Company has the right and authority to execute and deliver that certain Payment Bond #106144419 and that certain Performance Bond #106144419 by Company, as Principal and Palm Beach County, a political subdivision of the State of Florida as Obligee (the "Bonds"), which Bonds are 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 Bonds, including riders or continuations of such Bonds.

7. Upon execution and delivery of such Bonds and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company in accordance with their terms.

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 accept the Bonds.

FURTHER AFFIANT SAYETH NAUGHT,

Thomas C LaVoy

_____, Individually and as
Manager

SWORN TO AND SUBSCRIBED before me on this 1 day of Oct, 2014 by
Thomas LaVoy, Manager on behalf of SE FLORIDA
TRANSPORTATION, LLC who is personally known to me OR who produced _____
_____, as identification and who did take an oath.

Karen Daudet
Notary Signature

Print Notary Name

NOTARY PUBLIC

State of _____ at large

My Commission Expires:



PAYMENT BOND
Annual Form

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No. 106144419

Premium: \$included

KNOW ALL BY THESE PRESENTS, that we SE Florida Transportation, LLC, as Principal, and Travelers Casualty and Surety Company of America, of Connecticut, authorized to do business in Florida, as Surety, are held and firmly bound unto Palm Beach County, a Political Subdivision of State of FL as Obligee, 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 maximum penal sum of One Hundred Forty One Thousand Nine Hundred Nineteen and 76/100 Dollars (\$141,919.76), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee, for Airport Ground Transportation Concession Agreement with Obligee dated 9/20/05 (R-2005-1774) as amended for term commencing 10/1/05 and that certain Lease Agreement between Obligee and Principal hereinafter referred to as the Contract) and more fully described in said Contract, said Contract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all persons who shall have furnished labor or material directly to the Principal for use in the prosecution of the aforesaid work, each of which said persons shall have a direct right of action on this instrument in his/her own name and for his/her own benefit, subject, however, to the Obligee's priority, then this obligation to be void; otherwise to remain in full force and effect.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of September 15, 2014 to April 1, 2016. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. The above referenced Contract has a term ending April 1, 2016. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall not be extended beyond April 1, 2016, unless earlier nonrenewed pursuant to paragraph 1 above.
3. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
4. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Attn: _____

5. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term; or after the expiration of ninety (90) days after the day on which any person last supplied the labor and/or materials for which the claim is made, whichever occurs first. If this limitation is void or prohibited by law, then the minimum period of limitation available to Surety as a defense in the jurisdiction of the suit shall be applicable.
6. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
7. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227003

Certificate No. 005594236

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Irene Lau, Kathy R. Mair, and Mechelle Larkin

of the City of Irvine, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of August, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 9th day of August, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

**PERFORMANCE BOND
Annual Form**

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

Bond No. 106144419

Premium: \$781.00/annum

KNOW ALL BY THESE PRESENTS, That we SE Florida Transportation, LLC, as Principal, and Travelers Casualty and Surety Company of America, of Connecticut, authorized to do business in the State of Florida, as Surety, are held and firmly bound unto Palm Beach County, a Political Subdivision of the State of FL as Obligee, in the maximum penal sum of One Hundred Forty One Thousand Nine Hundred Nineteen and 76/100 Dollars (\$141,919.76), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Airport Ground Transportation Concession Agreement with Obligee, dated 9/20/05 (R-2005-1774) as amended for the term commencing 10/1/05 and that certain Lease Agreement between Obligee and (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof; Principal

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of September 15, 2014 to April 1, 2016. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. The above referenced Contract has a term ending April 1, 2016. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall not be extended beyond April 1, 2016, unless earlier nonrenewed pursuant to paragraph 1 above.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Attn: _____

6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 15th day of September, 2014.

SE Florida Transportation, LLC
By: [Signature]
Jan Horstmann, CEO, Principal
Travelers Casualty and Surety Company of America
By: [Signature]
Irene Lau, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227003

Certificate No. 005594235

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Irene Lau, Kathy R. Mair, and Mechelle Larkin

of the City of Irvine, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of August, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 9th day of August, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public