

ASSIGNMENT & ASSUMPTION AGREEMENT

THIS ASSIGNMENT & ASSUMPTION AGREEMENT ("AGREEMENT") is a triparty agreement made and entered into by and between Star Shuttle, Inc., a Texas corporation ("Assignor"); Texas Self-determination Transportation, LLC, a Texas limited liability company, ("Assignee") and the City of San Antonio ("City") acting by and through its City Manager pursuant to Ordinance No. _____ passed and approved on _____ in reference to the following facts:

WHEREAS, the City and Assignor entered into that one certain AGREEMENT FOR OPERATION OF DOWNTOWN SHUTTLE SERVICE CONCESSION - SAN ANTONIO INTERNATIONAL AIRPORT pursuant to Ordinance No. _____ (hereinafter referred to as the "Concession Agreement") under which Assignor agrees to operate an airport shuttle and related tourism / convention / transportation services at the San Antonio International Airport (the "Airport") (including leased space described in the Concession Agreement); and

WHEREAS, Assignor, by and through its wholly-owned subsidiary Community Independent Operators System, LLC has entered into a Company Agreement and formed Texas Self-determination Transportation, LLC (Assignee), with Carter Transportation SA, LLC, a wholly-owned subsidiary of Carter Transportation, Inc. dba SuperShuttle of Austin, whereby Assignor has agreed to assign and transfer to Assignee all of Assignor's rights, duties, interests, liabilities and obligations in, to and under the Concession Agreement;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Concession Agreement, and Assignee desires to accept the assignment of such right, title and interest in and to the Concession Agreement and to assume all of Assignor's rights and obligations in, to and under the Concession Agreement that may arise or are to be performed from and after the effective date of this Agreement.

WHEREAS, Assignor has requested that the City approve the assignment of Assignor's rights, duties, interests, liabilities and obligations in, to and under the Concession Agreement to Assignee; and

WHEREAS, the City is willing to grant this request of Assignor to assign its rights, duties, interests, liabilities and obligations in, to and under the Concession Agreement to Assignee;

NOW THEREFORE: in consideration of the terms, covenants and promises, agreements and demises herein contained, and for other good and valuable consideration, each to the other given, the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee and City agree as follows:

A. The Assignor hereby transfers, assigns, and sets over to the Assignee all right, title and interest of the Assignor in, to and under the Concession Agreement.

B. In consideration of Ten Dollars and other valuable consideration therefor, the Assignee hereby accepts, assumes, takes over and succeeds to all of the Assignor's rights, duties, interests, liabilities and obligations in, to and under the Concession Agreement that arise or accrue from and after the effective date of this Agreement. Assignee agrees to all of the terms, conditions, provisions, covenants and obligations contained in the Concession Agreement which the Assignor is obligated to keep or perform to the extent such arise or accrue on or after the effective date of this Agreement, including, but not limited to, liabilities pursuant to the terms of the Concession Agreement. Assignee shall indemnify and hold harmless the City of San Antonio and Assignor from and against any and all such assumed duties, liabilities, or obligations.

C. Assignee hereby agrees to provide the City of San Antonio a performance bond in accordance with the terms of the Concession Agreement.

D. In consideration therefor, the Assignor hereby remains liable for all of Assignor's rights, duties, interests, liabilities and obligations under the Concession Agreement which arose or accrued before the effective date of this Agreement, but only to the extent said liabilities existed at the effective date of this Agreement and only to the extent Assignor would otherwise be responsible for such liabilities under the Concession Agreement. Pursuant to and in accordance with the terms of the Concession Agreement, **Assignor shall indemnify the City of San Antonio with respect to any and all such duties, liabilities, or obligations.**

E. The effective date of this Assignment & Assumption Agreement shall be the date of execution by the City Manager, but in no event earlier than the date the Concession Agreement is approved by San Antonio City Council. If the San Antonio City Council does not approve the Concession Agreement, this Assignment & Assumption Agreement shall be null and void and of no effect.

F. This Assignment & Assumption Agreement is executed in multiple counterparts each of which contains all required original signatures and shall be considered an original on its own.

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment & Assumption Agreement as of the dates set forth below.

ASSIGNOR:

STAR SHUTTLE, INC.

John P. Walker, President / CEO

Date: _____

ASSIGNEE:

TEXAS SEFLF-DETERMINATION
TRANSPORTATION, LLC INC.

John P. Walker, President

Date: _____

AGREED TO AND ACCEPTED:

CITY OF SAN ANTONIO

ATTEST

Sheryl Sculley, City Manager

City Clerk

Date: _____

Date: _____

Approved as to form:

City Attorney