

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 12-418

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING CONSENT TO PROPOSED ASSIGNMENT OF CONTRACT FROM KEOLIS TRANSIT SERVICES, LLC TO LIMOUSINES OF SOUTH FLORIDA, INC.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

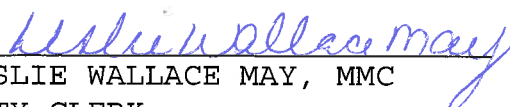
SECTION 1: That the City Commission of the City of Margate, Florida hereby approves consent to proposed assignment of the City of Margate's contract with Keolis Transit Services, LLC, for provision of inner city transit services, to Limousines of South Florida, Inc.

SECTION 2: That the Mayor and City Manager are hereby authorized and directed to execute said consent to assignment on behalf of the City of Margate, a copy of which is attached and made a part of this Resolution.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 11th day of DECEMBER, 2013.

ATTEST:


LESLIE WALLACE MAY, MMC
CITY CLERK


MAYOR LESA PEERMAN

RECORD OF VOTE

Talerico	<u>Aye</u>
Donahue	<u>Yes</u>
Ruzzano	<u>Yes</u>
Simone	<u>Yes</u>
Peerman	<u>Yes</u>

November 14th, 2013

City of Margate
Attn: Office of the City Manager
5790 Margate Boulevard
Margate, Florida 33063

Re: Consent to Proposed Assignment of Contract with Keolis Transit Services, LLC

To Whom it May Concern:

Reference is made to that certain Contract effective September 18, 2013 (the “**Agreement**”), by and between Keolis Transit Services, LLC (the “**Company**”) and the City of Margate (herein referred to as “**you**”).

Keolis Transit America, Inc. (“**KTA**”), an affiliated entity of the Company, has entered into a Stock Purchase Agreement with Transportation America Inc., a Florida corporation (“**Buyer**”), under which KTA will sell of all of the outstanding shares of capital stock of its wholly owned subsidiary, Limousines of South Florida, Inc. (“**LSF**”), to Buyer.

Concurrently with the signing of the Stock Purchase Agreement, the Company and LSF entered into a separate agreement under which the parties will assign and transfer to the other certain “carved out” assets and liabilities (including certain contracts), contingent and effective upon the closing of the Stock Purchase Agreement. The Stock Purchase Agreement and related transactions shall collectively be referred to herein as the “**Transaction**.” Please note that the Transaction is not yet public knowledge and we request that you keep this letter and its contents confidential.

As a result of the Transaction, the Agreement will be assigned by the Company to LSF upon the closing of the Transaction (“**Closing**”). The Closing is currently anticipated to occur in December; the date on which the Closing actually occurs is referred to in this letter as the “**Closing Date**.”

Under Section 11.4 of the Agreement, the Company may not assign, transfer, mortgage pledge or otherwise dispose of the Agreement. Accordingly, in light of our historically strong business relationship and what we believe will be substantial continuity in the personnel and resources devoted to the Agreement following the Closing, the Company respectfully requests that you, by signing a counterpart signature page to this letter, consent to the Transaction and related assignment of the Agreement by the Company to LSF.

By your signature below, you hereby: (a) consent to the Transaction and assignment of the Agreement by the Company to LSF, and (b) agree that from, and after the Closing Date, the Agreement shall continue in full force and effect in accordance with its terms, notwithstanding

the Transaction and related assignment. Please note that your consent will be effective on the Closing Date and, if the Closing does not occur, this consent will be of no force or effect.

We would appreciate it if you could return the signed consent to us no later than November 30th, by emailing a copy to me at MGriffus@keolistransit.com and sending an original at your earliest convenience to the following address:

Keolis Transit Services, LLC
Attn: Michal Griffus, Chief Executive Officer
6053 W. Century Boulevard
Los Angeles, California 90045

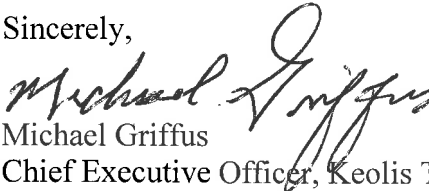
Please also direct a copy to:

Keolis Transit America, Inc.
Attn: Yannick Verchere, VP M&A Strategy, Finance
6053 W. Century Boulevard
Los Angeles, California 90045
Fax: (310) 981-9501
Email: yverchere@keolistransit.com

Sheppard, Mullin, Richter & Hampton LLP
Attn: Ashley G. Roberts
12275 El Camino Real, Suite 200
San Diego, CA 92130
Fax: (858) 523-6714
Email: agroberts@sheppardmullin.com

If you have any questions regarding this request, please feel free contact me at (310) 981-9500.

Sincerely,



Michael Griffus
Chief Executive Officer, Keolis Transit Services,
LLC

The undersigned hereby agrees to the foregoing this 11 day of December, 2013.

City of Margate

By: Leslie Peerman

Name: Leslie Peerman

Title: Mayor

11 day of December, 2013

ATTEST:

Leslie Wallace May

Leslie Wallace May, City Clerk

11 day of December, 2013

Jerry A. Blough

Jerry A. Blough

City Manager

11 day of December, 2013

APPROVED AS TO FORM:

Eugene M. Steinfeld

Eugene M. Steinfeld, City Attorney

11 day of December, 2013