

TRANSPORTATION CONTRACT

This Transportation Contract for Services (“Contract” or “Agreement”) is made effective as of July 31, 2017, by and between Intrepid College Prep (the “School”) of 5432 Bell Forge Lane East, Antioch, TN 37013, and RLCL Acquisition, LLC d/b/a Gray Line Tennessee (the “Company” or the “Transporter”) of 186 N. 1st Street, Nashville, Tennessee 37213.

DEFINITIONS.

Client is defined as any entity who has hired Transporter to perform any service.

DESCRIPTION OF SERVICES. Beginning on July 31, 2017, RLCL Acquisition, LLC d/b/a Gray Line Tennessee will provide to the School the transportation services described in the attached Exhibit A (collectively, the "Services").

PAYMENT. Payment shall be made to RLCL Acquisition, LLC d/b/a Gray Line Tennessee, Nashville, Tennessee 37213. School agrees to pay in installment payments of **\$34,743 .80** per month for 10 consecutive months which school is in session, August through May

Payment is due by the 10th of the month following service. Any payment received after the 10th will incur a late fee equal to \$500 per day past the 10th of the month following service this late fee will not be exceed \$5000 per instance of lateness. For example, if the Transporter receives payment on the 14th day following service, a late fee of \$2000 will be applied to the next month’s invoice, but in no event would the late fee be higher than \$5000, even if the School pays on the 23rd of the month following service.

In addition to any other right or remedy provided by law, if the School fails to pay for the Services when due, RLCL Acquisition, LLC d/b/a Gray Line Tennessee has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

TERM. This Contract will terminate on June 15th, 2018.

INSURANCE. Transporter at Transporter’s expense, shall maintain during the term of this Contract, commercial general liability and automobile liability insurance with \$1,000,000 limit per occurrence and for personal injury and property damage, with \$1,000,000 minimum limits. Transporter shall provide School certificate of insurance naming School as Certificate Holder, evidencing the foregoing coverage prior to providing any services to Transporter under this Contract. Transporter shall provide that said insurance shall not be canceled or materially altered until at least thirty (30) days after written notice is received by School. The Transporter shall also maintain any insurance coverages required by any government body including workers compensation (if applicable) for the types of transportation and related services specified.

CAMERAS AND OTHER STATE REQUIREMENTS. Transporter at Transporter's expense, shall have cameras installed on each bus. Transporter at Transporter's expense will have Global Positioning System (GPS) equipment installed in Transporter's buses. Additionally, Transporter at Transporter's expense will follow all additional regulations and requirements, required by the State of Tennessee and any other governing body. Mechanical failures on camera or GPS equipment and temporary camera or GPS operational issues will not constitute a breach of this Agreement.

PERFORMANCE OF SERVICES. Transporter agrees to meet School's distinct transit requirements agreed to by the parties from time to time after the effective date as confirmed by the School. Transporter further agrees to comply with all of Schools reasonable transportation instructions communicated to Transporter after School, and to comply with all applicable provisions of any Federal, State and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder. Transporter agrees that Transporter will perform its services under this Contract in accordance with the highest standards of industry. Transporter commits to thorough background checks on all drivers. All drivers are in a random drug and alcohol tested pool which tests drivers at random. Transporter's driver qualification program is known regionally as one of the most stringent qualification programs for any passenger bus operation.

EXCLUSIVE CONTROL. Transporter shall have sole and exclusive control over the manner in which Transporter and its agents perform the transportation service provided for hereunder, and Transporter shall utilize such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be subject to discharge, discipline, and control solely and exclusively by Transporter. Transporter represents that it is entirely independent and that it is not substantially economically dependent upon School and there is no functional integration of the School's and the Transporters respective operations.

HEALTH & SAFETY. The Transporter is responsible to ensure each Transporter s employee/driver/worker receives orientation to his/her job duties, including specific safety requirements, prior to beginning the assignment. No Transporter employee/driver/worker will be assigned to operate a vehicle or instructed to perform duties for which they do not have the skill or training to perform safely.

PROMPT SERVICE. Transporter shall promptly and efficiently receive and transport passengers safely, within School's established schedules. Although, some infrequent incidents of lateness on occasion will not constitute grounds for breach. *No* service complaints will relieve the School from payment in full as contemplated in this Agreement.

DISPATCHING. Transporter will provide access to a dispatcher in office able to receive phone calls and answer questions from the School at least one hour prior to scheduled start times of the routes and one hour after the completion of the routes.

INDEMNITY. Transporter hereby agrees to fully defend, indemnify and hold harmless School, as well as its affiliates, subsidiaries, officers, directors, agents, servants and employees, from and against any and all claims, demands, actions, liability, damages, costs or expenses (including without limitation any attorneys' fees), of whatever nature, arising as a direct or indirect result of (a) the negligent or intentional acts of Transporter or its agents, servants, or employees or (b) any breach of this Agreement by Transporter. School hereby agrees to fully defend, indemnify and hold harmless Transporter as well as its affiliates, subsidiaries, officers, directors, agents, servants and employees, from and against any and all claims, demands, actions, liability, damages, costs or expenses (including without limitation any attorneys' fees), of whatever nature, arising as a direct or indirect result of (a) the negligent or intentional acts of School or its agents, servants, or employees or (b) any breach of this Agreement by School.

CONFIDENTIALITY. RLCL Acquisition, LLC d/b/a Gray Line Tennessee, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of RLCL Acquisition, LLC d/b/a Gray Line Tennessee, or divulge, disclose, or communicate in any manner, any information that is proprietary to the School. RLCL Acquisition, LLC d/b/a Gray Line Tennessee and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment within five (5) business days of receipt of written notice of such overdue payment.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract. The parties agree to arbitrate and thereby agree to waive any right to trial by judge or jury with respect to all disputes arising from or related to this Agreement. The location of the arbitration shall be Nashville, Tennessee. It is agreed that the arbitrator will have the power to decide any motions brought by any party to the arbitration, including discovery motions, motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. Arbitration will be the sole, exclusive and final remedy for any dispute between the parties.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Tennessee.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

SIGNATURES. This Contract shall be signed by Joe Bellingeri of School, and by Chuck Abbott, CEO, on behalf of RLCL Acquisition, LLC d/b/a Gray Line Tennessee.

School:

By: _____
Joe Bellingeri, Director of Finance & Operations

Transporter:
RLCL Acquisition, LLC d/b/a Gray Line Tennessee

By: _____
Chuck Abbott
CEO

Exhibit A

- Transportation services (including bus and driver) provided under this contract:
 - 5 routes to convey all bus-riding students to and from the School.
 - For 10 consecutive months August 2017 thru May 2018 in alignment with the school calendar for School.
 - The nominal “per route” fee is calculated at \$377 Payment will be made monthly in equal sums. This price is based on the School making best efforts to work cohesively with the Company on parking buses on School property as well as working with the Company on potentially combined routes or more than one route being run in one piece of equipment in response to working conditions in order to get students to and from school.
- For Other services:
 - RLCL Acquisition, LLC, will service:
 - Field trips at \$100/hr when equipment is a School Bus; Charter Buses and other equipment may require differing pricing.
 - “Extra” stops as well as child returns at \$50 each
 - If the bus is normally parked on school grounds, returning a child to the school will not incur the \$50 fee
 - Out of Town Charters with full-sized Coach equipment (56 passenger) pricing: the greater of \$1350/day or \$3.75 per mile
 - Single day charters with full-sized Coach Equipment: Pricing will be billed at \$135/hr or \$3.75 per mile, the greater of.

Pricing

<u>Intrepid</u>	Type	Number of Routes	Price/Rt	Price of Contract
	Parking	5	\$377	\$343,070
			\$8	\$7,280
	Additional fee for 90 passenger school bus		\$24	\$4,368

