

certain information regarding the Company, soliciting employees and customers of the Company, and competing directly or indirectly with the Company's business, both during and after the period of time the Investor is a member of the Company. The Investor acknowledges that the Investor has reviewed these covenants, and has agreed to be bound by them.

3.19 The Investor acknowledges and understands that the Company may at some point require additional capital, and that the Operating Agreement provides a mechanism by which additional capital can be obtained from the members of the Company. In the event the Investor chooses not to participate in any additional capital call, the additional capital contributed by participating members may cause the significant dilution of the Investor's Membership Interest.

4. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the Investor's subscription and admission of the Investor as a member in the Company; and (ii) immaterial changes in the Company's proposed transactions, documents and instruments.

Signature Section

This Subscription Agreement is signed on the 13th day of March, 2006.
Please clearly print your name and address in the space provided and sign.

Name of Subscriber (please print): ROCHELLE M. BALLARD "INVESTOR"

The undersigned Subscriber agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

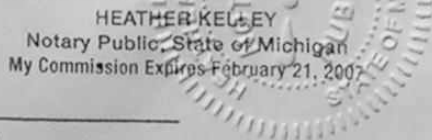
Name: (print) ROCHELLE MONTOUR BALLARD
Address: 6565 FARWAT RD.
ANN ARBOR, MI
48105

The Subscriber Agrees to invest: \$ _____ for _____ Units of Class B Membership

Subscriber Signed: Rochelle M. Ballard Date: 3-13-06

Notary of the Public (Witness):

Please write or stamp your proper information and emboss with Notary Seal below this line:



Notary Signature: [Signature]

This capital subscription is accepted as of the 13th day of March 2006

"COMPANY" Interstate Traveler Company, LLC
By:
Justin E. Sutton, Manager

5. Relationship

The COM relationship to the ITC in the performance of this Agreement is that of an Independent Contractor. The COM performing the services shall not be an employee of the ITC. The COM shall not have the authority to bind the ITC in any manner.

6. Execution / Duration / Dissolution / Severability

This Agreement shall become effective upon its signing by both parties. The Agreement shall remain valid until terminated by either party, with or without cause, by giving the other party sixty (60) days written notice. Any and all commissions earned during the execution of this contract will be paid. All fees due from the COM to the ITC are due at the time of cancellation, and will be amortized based on the amount of time the contract was in force, and will be deducted from any commissions, if any are due. If any provision(s) of this agreement are deemed unenforceable by law, the remainder of the agreement shall remain in force.

7. Conduct / Liability

Representation standards for the COM call for proper decorum insofar as to defame the ITC. COM will not be liable for any activities of the ITC and the COM will only be liable if demonstrable evidence exists proving gross negligence by the COM in performance of this contract.

8. Governing Law

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements, representation or warranties, and is governed by the Laws of the State of Michigan.

COM Name (printed): <u>Rochelle M. Ballard</u>
Signed: <u>Rochelle M. Ballard</u> Date: <u>12-12-03</u>
ITC Chief Cultural Officer Lark Samouelian CCO
Signed: <u>Lark Samouelian</u> Date: <u>12-12-03</u>

12/12/03 pd. check # 8002 \$1,000.⁰⁰
12/31/03 pd. check # 8007 \$2,000.⁰⁰ JES
2-04 pd. check # 1073 \$1,000.7 JES

Signature of Members (Partner) "Signature Page"

The Undersigned have signed in Agreement to these terms in this Amended & Restated Operating Agreement

CLASS A MEMBERS - Voting

Individually and on behalf of Interstate Traveler Company, LLC

Justin E. Sutton	Founder/Manager/Chairman
H. Frank Sutton	Co-Founder/Manager/Senior Advisor
Lark Samouelian	Co-Founder/Manager/Chief Administrative Officer

CLASS B MEMBERS - Non-Voting

The undersigned Class B Member agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Please clearly print your name and address in the space provided and sign.

Name: (print) ROCHELLE MONTGOMERY BALLARD
Address: 6565 FARHART RD
ANN ARBOR, MI
48105

Signed: Rochelle M Ballard Date: 3-13-06

Notary of the Public:

Please write or stamp your proper information and emboss with Notary Seal below this line:

HEATHER KELLEY
Notary Public, State of Michigan
My Commission Expires February 21, 2007

Notary Signature: Heather Kelley Date: 3/13/06

Schedule A

List of Members with Capital Contributions and Percentage of Ownership

See Attached Excel Spread Sheet entitled:

"ITC Ownership Profile 1-12-2006.xls"

This is the final page of this agreement.

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SOUTH CAROLINA INTERSTATE TRAVELER, LLC
P.O. BOX 8008
HILTON HEAD ISLAND,
SOUTH CAROLINA, 29938

May 5, 2004

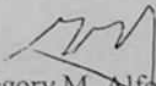
Via Federal Express
Interstate Traveler, LLC
9594 Main Street
Whitmore Lake, MI. 48189
Attention: Lark Samouelian:


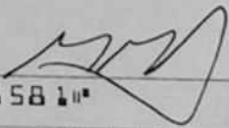
Re: South Carolina Interstate Traveler, LLC – COM Agreement

Dear Ms. Samouelian:

Enclosed is an executed COM Agreement and a check in the amount of \$6,000. Please note the marked and initialed changes. If it meets your approval, please provide us a signed copy for our records at your earliest convenience. We are very excited and look forward to working with you on this project. We will keep you apprized of our progress. Should you require anything further from us, just call. With best regards, I am:

Very truly yours,
South Carolina Interstate Traveler, LLC


Gregory M. Alford

SOUTH CAROLINA INTERSTATE TRAVELER, LLC P.O. BOX 8008 HILTON HEAD ISLAND, SC 29938		0091 67-219/539 01390
DATE 4/22/04		
PAY TO THE ORDER OF THE INTERSTATE TRAVELER, LLC	\$ 6,000.00	
Six Thousand and no/100's	DOLLARS	
FOR COM Agreement		
⑈00009⑈ ⑆053902⑆97⑆7⑆0049858⑆⑈		

6. Execution / Duration / Dissolution / Severability

This Agreement shall become effective upon its signing by both parties. The Agreement shall remain valid until terminated by either party, with ~~or~~ ^{without} cause, by giving the other party sixty (60) days written notice. Any and all commissions earned during the execution of this contract will be paid. All fees due from the COM to the ITC are due at the time of cancellation, and will be amortized based on the amount of time the contract was in force, and will be deducted from any commissions, if any are due. If any provision(s) of this agreement are deemed unenforceable by law, the remainder of the agreement shall remain in force.

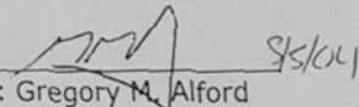
7. Conduct / Liability

Representation standards for the COM call for proper decorum insofar as to defame the ITC. COM will not be liable for any activities of the ITC and the COM will only be liable if demonstrable evidence exists proving gross negligence by the COM in performance of this contract.


8. Governing Law

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements, representation or warranties, and is governed by the Laws of the State of Michigan.

COM
SOUTH CAROLINA INTERSTATE TRAVELER, LLC


By: Gregory M. Alford
Its: Manager

ITC Chief Cultural Officer
Lark Samouelian CCO

Signed:  Date: 5/14/04

ITC Chairman
Justin E. Sutton

Signed:  Date: 5/6/04

From Justin Sutton/Gordon Niles/Brian Petersburg

Re: Offer to convert RD/Com agreement to an equity position with ITC parent company.

Dear Regional Directors,

As the Interstate Traveler Company is making progress, we are now in the process of fine-tuning the LLC agreement to enable to make stock issuances available to investors.

In furtherance of the Interstate Traveler Company, LLC (ITC) we are acting to bring the Regional Directors into a cohesive group by restructuring the Regional Director Program. We are eliminating the limitations and delays created by the existing Regional Director agreements by dissolving them and converting fees paid to equity. In taking this action, we are waiving the balance of all fees due from the Regional Directors associated with the Regional Director agreement and are offering to convert the value of fees already paid toward the Regional Director agreement into real equity. This action will remove all fiduciary responsibility of the Regional Director to perform according to contract.

We are acting to ensure that the Regional Directors become equity partners in the ITC, LLC whereby this conversion will ensure that the opportunity to enjoy the benefits of any ITC Rail Installation anywhere in the world will be equally shared by all Regional Directors who convert and become equity partners.

All Regional Directors will still be eligible to receive an 8% commission on any investment money raised from a public or private source. The borders between Regions will no longer exist to encourage full global cooperation.

All fees already paid by Regional Directors will automatically be converted to $\frac{1}{4}$ of 1% of the value of the Interstate Traveler Company.

This letter is the 30 day notice to quit for all Regional Director Contracts, regardless of acceptance of this conversion offer.

Feel free to call with questions (734) 449-4480. ITC Management appreciates your efforts and looks forward to your cooperation.

Regional Director Name Printed.

Regional Director Signature of Acceptance


Justin E. Sutton, SC

Date 11/25/08

Sincerely,

Justin E. Sutton, Founder/Manager/Chairman of the Board
Lark L. Samouelian, Co-Founder/Manager/ Chief Communications Officer
H Frank Sutton, Co-Founder/Manager/Sr. Advisor

G LCLASSIC

05/03/2005 07:58 2395301957

From Justin Sutton/Gordon Niles 10/11/05
RE: Offer to convert RD/COM agreement to an equity position with ITC parent company.

Dear Regional Directors,

As the Interstate Traveler Company is making progress, we are now in the process of fine-tuning the LLC agreement to enable to make stock issuances available to investors. In furtherance of the Interstate Traveler Company, LLC (ITC) we are acting to bring the Regional Directors into a cohesive group by restructuring the Regional Director Program. We are eliminating the limitations and delays created by the existing Regional Director agreements by dissolving them and converting fees paid into equity. In taking this action, we are waiving the balance of all fees due from the Regional Directors associated with the Regional Director agreement and are offering to convert the value of fees already paid toward the Regional Director agreement into real equity. This action will remove all fiduciary responsibility of the Regional Director to perform according to contract.

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All Regional Directors will still be eligible to receive an 8% commission on any investment money raised from a public or private source. The borders between Regions will no longer exist to encourage full global cooperation.

All fees already paid by Regional Directors will automatically be converted to $\frac{1}{4}$ of 1% of the value of the Interstate Traveler Company.
This letter is the 30 day notice to quit for all Regional Director Contracts, regardless of acceptance of this conversion offer.

Feel free to call with questions (734) 449-4480. ITC Management appreciates your efforts and looks forward to your cooperation.
Regional Director Name Printed. PHIL CHRYSLER

Regional Director Signature of Acceptance Phil Chrysler Date 12-19-05

Sincerely,

Justin E. Sutton, Founder / Manager / Chairman of the Board
Lark L. Samouelian, Co-Founder / Manager / Chief Communications Officer
H. Frank Sutton, Co-Founder / Manager / Sr. Advisor

From Justin Sutton/Gordon Niles 10/11/05

RE: Offer to convert RD/COM agreement to an equity position with ITC parent company.

Dear Regional Directors,

As the Interstate Traveler Company is making progress, we are now in the process of fine-tuning the LLC agreement to enable to make stock issuances available to investors.

In furtherance of the Interstate Traveler Company, LLC (ITC) we are acting to bring the Regional Directors into a cohesive group by restructuring the Regional Director Program. We are eliminating the limitations and delays created by the existing Regional Director agreements by dissolving them and converting fees paid into equity. In taking this action, we are waiving the balance of all fees due from the Regional Directors associated with the Regional Director agreement and are offering to convert the value of fees already paid toward the Regional Director agreement into real equity. This action will remove all fiduciary responsibility of the Regional Director to perform according to contract.

We are acting to ensure that the Regional Directors become equity partners in the ITC, LLC whereby this conversion will ensure that the opportunity to enjoy the benefits of any ITC Rail Installation anywhere in the world will be equally shared by all Regional Directors who convert and become equity partners.

All Regional Directors will still be eligible to receive an 8% commission on any investment money raised from a public or private source. The borders between Regions will no longer exist to encourage full global cooperation.

All fees already paid by Regional Directors will automatically be converted to $\frac{1}{4}$ of 1% of the value of the Interstate Traveler Company.

This letter is the 30 day notice to quit for all Regional Director Contracts, regardless of acceptance of this conversion offer.

Feel free to call with questions (734) 449-4480. ITC Management appreciates your efforts and looks forward to your cooperation.

Regional Director Name Printed. Rochelle Ballard

Regional Director Signature of Acceptance Rochelle M Ballard Date 10/11/05

Sincerely,

Justin E. Sutton, Founder / Manager / Chairman of the Board
Lark L. Samouelian, Co-Founder / Manager / Chief Communications Officer
H. Frank Sutton, Co-Founder / Manager / Sr. Advisor

From Justin Sutton/Gordon Niles 10/11/05
RE: Offer to convert RD/COM agreement to an equity position with ITC parent company.

Dear Regional Directors,

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We are acting to ensure that the Regional Directors become equity partners in the ITC, LLC whereby this conversion will ensure that the opportunity to enjoy the benefits of any ITC Rail Installation anywhere in the world will be equally shared by all Regional Directors who convert and become equity partners.

All Regional Directors will still be eligible to receive an 8% commission on any investment money raised from a public or private source. The borders between Regions will no longer exist to encourage full global cooperation.

All fees already paid by Regional Directors will automatically be converted to 1/4 of 1% of the value of the Interstate Traveler Company.
This letter is the 30 day notice to quit for all Regional Director Contracts, regardless of acceptance of this conversion offer.

Feel free to call with questions (734) 449-4480. ITC Management appreciates your efforts and looks forward to your cooperation.
Regional Director Name Printed. *RICK CHRYSLER*

Regional Director Signature of Acceptance *RRCT* Date *12/19/05*

Sincerely,

Justin E. Sutton, Founder / Manager / Chairman of the Board
Lark L. Samouelian, Co-Founder / Manager / Chief Communications Officer
H. Frank Sutton, Co-Founder / Manager / Sr. Advisor

From Justin Sutton/Gordon Niles 10/11/05
RE: Offer to convert RD/COM agreement to an equity position with ITC parent company.

Dear Regional Directors,

As the Interstate Traveler Company is making progress, we are now in the process of fine-tuning the LLC agreement to enable to make stock issuances available to investors. In furtherance of the Interstate Traveler Company, LLC (ITC) we are acting to bring the Regional Directors into a cohesive group by restructuring the Regional Director Program. We are eliminating the limitations and delays created by the existing Regional Director agreements by dissolving them and converting fees paid into equity. In taking this action, we are waiving the balance of all fees due from the Regional Directors associated with the Regional Director agreement and are offering to convert the value of fees already paid toward the Regional Director agreement into real equity. This action will remove all fiduciary responsibility of the Regional Director to perform according to contract.

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All Regional Directors will still be eligible to receive an 8% commission on any investment money raised from a public or private source. The borders between Regions will no longer exist to encourage full global cooperation.

All fees already paid by Regional Directors will automatically be converted to $\frac{1}{4}$ of 1% of the value of the Interstate Traveler Company.
This letter is the 30 day notice to quit for all Regional Director Contracts, regardless of acceptance of this conversion offer.

Feel free to call with questions (734) 449-4480. ITC Management appreciates your efforts and looks forward to your cooperation.

Regional Director Name Printed. *CHRISTIE CHRYSLER*

Regional Director Signature of Acceptance *[Signature]* Date
12/19/05

Sincerely,

Justin E. Sutton, Founder / Manager / Chairman of the Board
Lark L. Samouelian, Co-Founder / Manager / Chief Communications Officer
H. Frank Sutton, Co-Founder / Manager / Sr. Advisor

From Justin Sutton/Gordon Niles 10/11/05
RE: Offer to convert RD/COM agreement to an equity position with ITC parent company.

Dear Regional Directors,

As the Interstate Traveler Company is making progress, we are now in the process of fine-tuning the LLC agreement to enable to make stock issuances available to investors. In furtherance of the Interstate Traveler Company, LLC (ITC) we are acting to bring the Regional Directors into a cohesive group by restructuring the Regional Director Program. We are eliminating the limitations and delays created by the existing Regional Director agreements by dissolving them and converting fees paid into equity. In taking this action, we are waiving the balance of all fees due from the Regional Directors associated with the Regional Director agreement and are offering to convert the value of fees already paid toward the Regional Director agreement into real equity. This action will remove all fiduciary responsibility of the Regional Director to perform according to contract.

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All Regional Directors will still be eligible to receive an 8% commission on any investment money raised from a public or private source. The borders between Regions will no longer exist to encourage full global cooperation.

All fees already paid by Regional Directors will automatically be converted to $\frac{1}{4}$ of 1% of the value of the Interstate Traveler Company.
This letter is the 30 day notice to quit for all Regional Director Contracts, regardless of acceptance of this conversion offer.

Feel free to call with questions (734) 449-4480. ITC Management appreciates your efforts and looks forward to your cooperation.

Regional Director Name Printed. RICHARD CHRYSLER

Regional Director Signature of Acceptance Richard R. Chrysler Date 12/19/05

Sincerely,

Justin E. Sutton, Founder / Manager / Chairman of the Board
Lark L. Samouelian, Co-Founder / Manager / Chief Communications Officer
H. Frank Sutton, Co-Founder / Manager / Sr. Advisor

OR

The Investor is a 'private party' considering the investment of sums less than \$100,000 in which case the Investor will initial here: YMB

3.2 The Membership Interest subscribed for constitutes an investment suitable to the Investor's personal situation and consistent with the Investor's investment program. The Investor has adequate means of providing for the Investor's current needs and possible personal contingencies, and has no need now, and anticipates no need in the foreseeable future, to sell the Membership Interest for which the Investor has subscribed. The Investor is able to bear the economic risks of this investment, and consequently, without limiting the generality of the foregoing, is able to hold the Membership Interest for an indefinite period of time and has a sufficient net worth to sustain a loss of the Investor's entire investment in the Company in the event such loss should occur.

3.3 The Investor has financial responsibility that is suitable to a proposed investment in the Membership Interest.

3.4 The Investor recognizes that an investment in the Company involves a high degree of risk.

3.5 The Investor is acquiring the Membership Interest for the Investor's own account for investment and not with a view to the distribution or resale thereof.

3.6 The Investor has not offered or sold any portion of the Investor's Membership Interest and has no present intention of dividing the Membership Interest with others or of reselling or otherwise disposing of any portion of the Membership Interest either currently or after the passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance.

3.7 The Investor is aware that the Investor must bear the economic risk of an investment in the Company for an indefinite period of time because:

(i) the Membership Interests have not been registered under the Securities Act of 1933, as amended ("Act"), or under the securities laws of various states, and therefore cannot be sold unless they are subsequently registered under the Act and any applicable state securities laws or an exemption from registration is available, and further that only the Company can take action to register the Membership Interests, and the Company is under no obligation and does not propose to attempt to do so, and

(ii) the Operating Agreement provides that a member, including the Investor, may not sell, assign or otherwise dispose of all or any part of a Membership Interest except in certain limited circumstances.

3.8 The Investor has received a copy of the Operating Agreement, and has carefully read and fully understands all matters, terms and conditions set forth in the Operating Agreement. The Investor fully understands the nature and risks of the Company's proposed activities. The Investor has had the opportunity to review and investigate any additional information necessary in the Investor's judgment to evaluate an investment in the Company, and the Investor has been given the opportunity to meet with all of the members of management and to have them answer any questions regarding the terms and conditions of this particular investment, and all such questions have been answered to the Investor's full satisfaction.

certain information regarding the Company, soliciting employees and customers of the Company, and competing directly or indirectly with the Company's business, both during and after the period of time the Investor is a member of the Company. The Investor acknowledges that the Investor has reviewed these covenants, and has agreed to be bound by them.

3.19 The Investor acknowledges and understands that the Company may at some point require additional capital, and that the Operating Agreement provides a mechanism by which additional capital can be obtained from the members of the Company. In the event the Investor chooses not to participate in any additional capital call, the additional capital contributed by participating members may cause the significant dilution of the Investor's Membership Interest.

4. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the Investor's subscription and admission of the Investor as a member in the Company; and (ii) immaterial changes in the Company's proposed transactions, documents and instruments.

Signature Section

This Subscription Agreement is signed on the 13 day of March, 2006.
Please clearly print your name and address in the space provided and sign.

Name of Subscriber (please print): Kenneth R. DALLA FIORA "INVESTOR"

The undersigned Subscriber agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

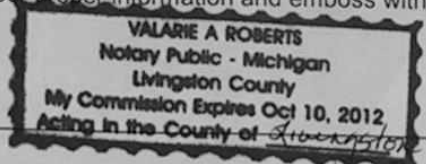
Name: (print) Kenneth R. DALLA FIORA
Address: 4650 Huntington Drive
Brighton, MI 48116

The Subscriber Agrees to invest: \$ _____ for _____ Units of Class B Membership

Subscriber Signed: [Signature] Date: 3/13/06

Notary of the Public (Witness):

Please write or stamp your proper information and emboss with Notary Seal below this line:



Notary Signature: _____

This capital subscription is accepted as of the 13 day of March, 2006

"COMPANY" Interstate Traveler Company, LLC

By:
Justin E. Sutton, Manager

From Justin Sutton/Gordon Niles/Brian Petersburg

Re: Offer to convert RD/Com agreement to an equity position with ITC parent company.

Dear Regional Directors,

As the Interstate Traveler Company is making progress, we are now in the process of fine-tuning the LLC agreement to enable to make stock issuances available to investors.

In furtherance of the Interstate Traveler Company, LLC (ITC) we are acting to bring the Regional Directors into a cohesive group by restructuring the Regional Director Program. We are eliminating the limitations and delays created by the existing Regional Director agreements by dissolving them and converting fees paid to equity. In taking this action, we are waiving the balance of all fees due from the Regional Directors associated with the Regional Director agreement and are offering to convert the value of fees already paid toward the Regional Director agreement into real equity. This action will remove all fiduciary responsibility of the Regional Director to perform according to contract.

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All Regional Directors will still be eligible to receive an 8% commission on any investment money raised from a public or private source. The borders between Regions will no longer exist to encourage full global cooperation.

All fees already paid by Regional Directors will automatically be converted to $\frac{1}{4}$ of 1% of the value of the Interstate Traveler Company.

This letter is the 30 day notice to quit for all Regional Director Contracts, regardless of acceptance of this conversion offer.


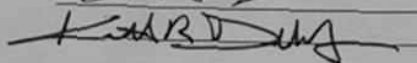
Feel free to call with questions (734) 449-4480. ITC Management appreciates your efforts and looks forward to your cooperation.

Co-Regional Director Name Printed.

EDWARD Cleland

Kenneth DALLAFIORI

Co-Regional Director Signature of Acceptance

 Date 12/15/05
 Date 12-15-05

Sincerely,

Confidential Operating Agreement of the Interstate Traveler Company, LLC
This document is the property of the Interstate Traveler Company, LLC and may not be republished in whole or in part without the expressed written permission of the Manager
All Rights Reserved 2006

Signature of Members (Partner) "Signature Page"

The Undersigned have signed in Agreement to these terms in this Amended & Restated Operating Agreement

CLASS A MEMBERS - Voting

Individually and on behalf of Interstate Traveler Company, LLC

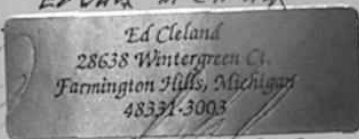
Justin E. Sutton	Founder/Manager/Chairman
H. Frank Sutton	Co-Founder/Manager/Senior Advisor
Lark Samouelian	Co-Founder/Manager/Chief Administrative Officer

CLASS B MEMBERS - Non-Voting

The undersigned Class B Member agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member.

Please clearly print your name and address in the space provided and sign.

Name: (print) Edward L. Cleland

Address:  Ed Cleland
28638 Wintergreen Ct.
Farmington Hills, Michigan
48331-3003

Signed: [Signature] Date: 2/28/06

Notary of the Public:

Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: [Signature] Date: 2/28/06

Cynthia G. Meyn
Notary Public State of Michigan
Livingston County
Expires: 1/28/09

Schedule A

List of Members with Capital Contributions and Percentage of Ownership

See Attached Excel Spread Sheet entitled:

"ITC Ownership Profile 1-12-2006.xls"

This is the final page of this agreement.

The remainder of this page is intentionally left blank

certain information regarding the Company, soliciting employees and customers of the Company, and competing directly or indirectly with the Company's business, both during and after the period of time the Investor is a member of the Company. The Investor acknowledges that the Investor has reviewed these covenants, and has agreed to be bound by them.

3.19 The Investor acknowledges and understands that the Company may at some point require additional capital, and that the Operating Agreement provides a mechanism by which additional capital can be obtained from the members of the Company. In the event the Investor chooses not to participate in any additional capital call, the additional capital contributed by participating members may cause the significant dilution of the Investor's Membership Interest.

4. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the Investor's subscription and admission of the Investor as a member in the Company; and (ii) immaterial changes in the Company's proposed transactions, documents and instruments.

Signature Section

This Subscription Agreement is signed on the 28th day of February, 2006. Please clearly print your name and address in the space provided and sign.

Name of Subscriber (please print): Edward L. Cleland "INVESTOR"

The undersigned Subscriber agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Name: (print) Edward L. Cleland

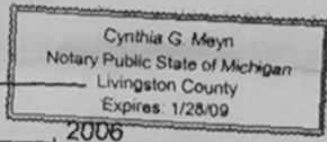
Address: Ed Cleland, 28638 Wintergreen Ct., Farmington Hills, Michigan, 48331-3003

The Subscriber Agrees to invest: \$ for Units of Class B Membership

Subscriber Signed: [Signature] Date: 2/28/06

Notary of the Public (Witness): Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: Cynthia G. Meyn



This capital subscription is accepted as of the day of 2006

"COMPANY" Interstate Traveler Company, LLC By: Justin E. Sutton, Manager

Signature of Members (Partner) "Signature Page"

The Undersigned have signed in Agreement to these terms in this Amended & Restated Operating Agreement

CLASS A MEMBERS - Voting

Individually and on behalf of Interstate Traveler Company, LLC

Justin E. Sutton Founder/Manager/Chairman
H. Frank Sutton Co-Founder/Manager/Senior Advisor
Lark Samouelian Co-Founder/Manager/Chief Administrative Officer

CLASS B MEMBERS – Non-Voting

The undersigned Class B Member agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

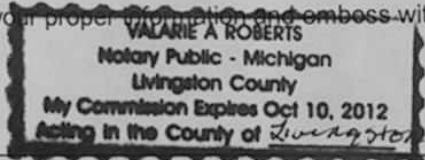
Please clearly print your name and address in the space provided and sign.

Name: (print) Kenneth R. Dall'Agio
Address: 4650 Huntington Drive
Brighton, MI 48116

Signed:  Date: 3/13/06

Notary of the Public:

Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature:  Date: 3/13/06

Schedule A

List of Members with Capital Contributions and Percentage of Ownership

See Attached Excel Spread Sheet entitled:

"ITC Ownership Profile 1-12-2006.xls"

This is the final page of this agreement.

The remainder of this page is intentionally left blank

The Interstate Traveler Company, LLC Copyright 2003

5. Relationship

The RD relationship to the ITC in the performance of this Agreement is that of an Independent Contractor. The RD performing the services shall not be an employee of the ITC. The RD shall not have the authority to bind the ITC in any manner.

6. Execution / Duration / Dissolution / Severability

This Agreement shall become effective upon its signing by both parties. The Agreement shall remain valid until terminated by either party, with cause, by giving the other party sixty (60) days written notice. Any and all commissions earned during the execution of this contract will be paid. All fees due from the RD to the ITC are due at the time of cancellation, and will be amortized based on the amount of time the contract was in force, and will be deducted from any commissions, if any are due. If any provision(s) of this agreement are deemed unenforceable by law, the remainder of the agreement shall remain in force.

7. Conduct / Liability

Representation standards for the RD call for proper decorum insofar as to defame the ITC. RD will not be liable for any activities of the ITC and the COM will only be liable if demonstrable evidence exists proving gross negligence by the COM in performance of this contract.

8. Governing Law

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements, representation or warranties, and is governed by the Laws of the State of Michigan.

IRC Regional Director:
 Name (printed): Edward L. Cleland / Kenneth R. Parvatiar
 Name (signed): [Signature] Date: July 1, 2004

ITC Chief Communications Officer
 Lark L. Samouelian, Member, Owner
 Signed: [Signature] Date: July 5, 2004

ITC Chairman of the Board
 Justin Eric Sutton, Owner, Managing Member
 Signed: [Signature] Date: 7/5/04

9594 Main St. Whitmore Lake, Michigan 48189

OR

The Investor is a 'private party' considering the investment of sums less than \$100,000 in which case the Investor will initial here: *[Signature]*

3.2 The Membership Interest subscribed for constitutes an investment suitable to the Investor's personal situation and consistent with the Investor's investment program. The Investor has adequate means of providing for the Investor's current needs and possible personal contingencies, and has no need now, and anticipates no need in the foreseeable future, to sell the Membership Interest for which the Investor has subscribed. The Investor is able to bear the economic risks of this investment, and consequently, without limiting the generality of the foregoing, is able to hold the Membership Interest for an indefinite period of time and has a sufficient net worth to sustain a loss of the Investor's entire investment in the Company in the event such loss should occur.

3.3 The Investor has financial responsibility that is suitable to a proposed investment in the Membership Interest.

3.4 The Investor recognizes that an investment in the Company involves a high degree of risk.

3.5 The Investor is acquiring the Membership Interest for the Investor's own account for investment and not with a view to the distribution or resale thereof.

3.6 The Investor has not offered or sold any portion of the Investor's Membership Interest and has no present intention of dividing the Membership Interest with others or of reselling or otherwise disposing of any portion of the Membership Interest either currently or after the passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance.

3.7 The Investor is aware that the Investor must bear the economic risk of an investment in the Company for an indefinite period of time because:

(i) the Membership Interests have not been registered under the Securities Act of 1933, as amended ("Act"), or under the securities laws of various states, and therefore cannot be sold unless they are subsequently registered under the Act and any applicable state securities laws or an exemption from registration is available, and further that only the Company can take action to register the Membership Interests, and the Company is under no obligation and does not propose to attempt to do so, and

(ii) the Operating Agreement provides that a member, including the Investor, may not sell, assign or otherwise dispose of all or any part of a Membership Interest except in certain limited circumstances.

3.8 The Investor has received a copy of the Operating Agreement, and has carefully read and fully understands all matters, terms and conditions set forth in the Operating Agreement. The Investor fully understands the nature and risks of the Company's proposed activities. The Investor has had the opportunity to review and investigate any additional information necessary in the Investor's judgment to evaluate an investment in the Company, and the Investor has been given the opportunity to meet with all of the members of management and to have them answer any questions regarding the terms and conditions of this particular investment, and all such questions have been answered to the Investor's full satisfaction.

6. Execution / Duration / Dissolution / Severability

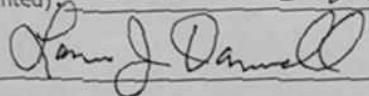


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Representation standards for the COM call for proper decorum insofar as to defame the ITC. COM will not be liable for any activities of the ITC and the COM will only be liable if demonstrable evidence exists proving gross negligence by the COM in performance of this contract.

8. Governing Law

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements, representation or warranties, and is governed by the Laws of the State of Michigan.

COM Name (printed):	LORNE J. DARNELL
Signed:	 Date: 2-07-04
ITC Chief Cultural Officer Lark Samouelian CCO	
Signed:	 Date: 2/9/04
ITC Chairman Justin E. Sutton	
Signed:	 Date: 2/9/04

paid with check # 1076 \$6000
"Darnell Family LTD. Partnership" o/s/os

From Justin Sutton/Gordon Niles/Brian Petersburg

Re: Offer to convert RD/Com agreement to an equity position with ITC parent company.

Dear Regional Directors,

As the Interstate Traveler Company is making progress, we are now in the process of fine-tuning the LLC agreement to enable to make stock issuances available to investors.

In furtherance of the Interstate Traveler Company, LLC (ITC) we are acting to bring the Regional Directors into a cohesive group by restructuring the Regional Director Program. We are eliminating the limitations and delays created by the existing Regional Director agreements by dissolving them and converting fees paid to equity. In taking this action, we are waiving the balance of all fees due from the Regional Directors associated with the Regional Director agreement and are offering to convert the value of fees already paid toward the Regional Director agreement into real equity. This action will remove all fiduciary responsibility of the Regional Director to perform according to contract.

We are acting to ensure that the Regional Directors become equity partners in the ITC, LLC whereby this conversion will ensure that the opportunity to enjoy the benefits of any ITC Rail Installation anywhere in the world will be equally shared by all Regional Directors who convert and become equity partners.

All Regional Directors will still be eligible to receive an 8% commission on any investment money raised from a public or private source. The borders between Regions will no longer exist to encourage full global cooperation.

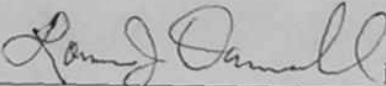
All fees already paid by Regional Directors will automatically be converted to $\frac{1}{4}$ of 1% of the value of the Interstate Traveler Company.

This letter is the 30 day notice to quit for all Regional Director Contracts, regardless of acceptance of this conversion offer.

Feel free to call with questions (734) 449-4480. ITC Management appreciates your efforts and looks forward to your cooperation.

Regional Director Name Printed.

Regional Director Signature of Acceptance

 Date 12-20, 05

Sincerely,

Justin E. Sutton, Founder/Manager/Chairman of the Board
Lark L. Samouelian, Co-Founder/Manager/ Chief Communications Officer
H Frank Sutton, Co-Founder/Manager/Sr. Advisor

Signature of Members (Partner) "Signature Page"

The Undersigned have signed in Agreement to these terms in this Amended & Restated Operating Agreement

CLASS A MEMBERS - Voting

Individually and on behalf of Interstate Traveler Company, LLC

Justin E. Sutton Founder/Manager/Chairman
H. Frank Sutton Co-Founder/Manager/Senior Advisor
Lark Samouelian Co-Founder/Manager/Chief Administrative Officer

CLASS B MEMBERS - Non-Voting

The undersigned Class B Member agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Please clearly print your name and address in the space provided and sign.

Name: (print) BARRY J. ECKHOLD
Address: 4532 GLEN EAGLES DR.
BRIGHTON, MICH 48116

Signed: [Signature] Date: 3-2-06

Notary of the Public:

Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: [Signature] Date: March 2, 2006

Schedule A

List of Members with Capital Contributions and Percentage of Ownership

See Attached Excel Spread Sheet entitled:

"ITC Ownership Profile 1-12-2006.xls"

This is the final page of this agreement.

The remainder of this page is intentionally left blank

certain information regarding the Company, soliciting employees and customers of the Company, and competing directly or indirectly with the Company's business, both during and after the period of time the Investor is a member of the Company. The Investor acknowledges that the Investor has reviewed these covenants, and has agreed to be bound by them.

3.19 The Investor acknowledges and understands that the Company may at some point require additional capital, and that the Operating Agreement provides a mechanism by which additional capital can be obtained from the members of the Company. In the event the Investor chooses not to participate in any additional capital call, the additional capital contributed by participating members may cause the significant dilution of the Investor's Membership Interest.

4. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the Investor's subscription and admission of the Investor as a member in the Company; and (ii) immaterial changes in the Company's proposed transactions, documents and instruments.

Signature Section

This Subscription Agreement is signed on the 2nd day of March, 2006.
Please clearly print your name and address in the space provided and sign.

Name of Subscriber (please print): Barry J. Eckhold "INVESTOR"

The undersigned Subscriber agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Name: (print) Barry J. Eckhold
Address: 4532 Glen Eagles Dr
Brighton, Mich 48116

The Subscriber Agrees to invest: \$ _____ for _____ Units of Class B Membership

Subscriber Signed: [Signature] Date: 3-2-06

Notary of the Public (Witness):

Please write or stamp your proper information and emboss with Notary Seal below this line:



LYNETTE J. BROWN
NOTARY PUBLIC, Ionia County, MI
My Commission Expires May 24, 2008
Acting In Indian Co.

Notary Signature: Lynette J. Brown

This capital subscription is accepted as of the 2 day of March, 2006

"COMPANY" Interstate Traveler Company, LLC

By:
Justin E. Sutton, Manager

6. Execution / Duration / Dissolution / Severability

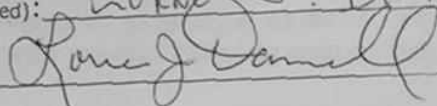
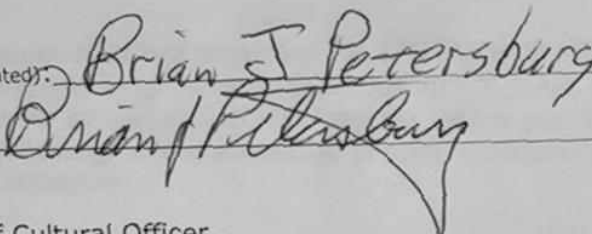

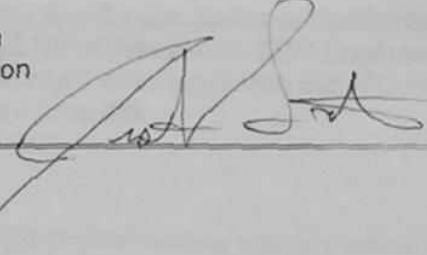
This Agreement shall become effective upon its signing by both parties. The Agreement shall remain valid until terminated by either party, with or without cause, by giving the other party sixty (60) days written notice. Any and all commissions earned during the execution of this contract will be paid. All fees due from the COM to the ITC are due at the time of cancellation, and will be amortized based on the amount of time the contract was in force, and will be deducted from any commissions, if any are due. If any provision(s) of this agreement are deemed unenforceable by law, the remainder of the agreement shall remain in force.

7. Conduct / Liability

Representation standards for the COM call for proper decorum insofar as to defame the ITC. COM will not be liable for any activities of the ITC and the COM will only be liable if demonstrable evidence exists proving gross negligence by the COM in performance of this contract.

8. Governing Law

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements, representation or warranties, and is governed by the Laws of the State of Michigan.

COM Name (printed): <u>LORNE J. DANNELL</u>	
Signed: <u></u>	Date: <u>02-07-04</u>
COM Name (printed): <u>Brian J Petersburg</u>	
Signed: <u></u>	Date: <u>11-28-03</u>
ITC Chief Cultural Officer Lark Samouelian CCO	
Signed: <u></u>	Date: <u>12-11-03</u>
ITC Chairman Justin E. Sutton	
Signed: <u></u>	Date: <u>12-11-03</u>

OR

The Investor is a 'private party' considering the investment of sums less than \$100,000 in which case the Investor will initial here: *[Signature]*

3.2 The Membership Interest subscribed for constitutes an investment suitable to the Investor's personal situation and consistent with the Investor's investment program. The Investor has adequate means of providing for the Investor's current needs and possible personal contingencies, and has no need now, and anticipates no need in the foreseeable future, to sell the Membership Interest for which the Investor has subscribed. The Investor is able to bear the economic risks of this investment, and consequently, without limiting the generality of the foregoing, is able to hold the Membership Interest for an indefinite period of time and has a sufficient net worth to sustain a loss of the Investor's entire investment in the Company in the event such loss should occur.

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(i) the Membership Interests have not been registered under the Securities Act of 1933, as amended ("Act"), or under the securities laws of various states, and therefore cannot be sold unless they are subsequently registered under the Act and any applicable state securities laws or an exemption from registration is available, and further that only the Company can take action to register the Membership Interests, and the Company is under no obligation and does not propose to attempt to do so, and

(ii) the Operating Agreement provides that a member, including the Investor, may not sell, assign or otherwise dispose of all or any part of a Membership Interest except in certain limited circumstances.

3.8 The Investor has received a copy of the Operating Agreement, and has carefully read and fully understands all matters, terms and conditions set forth in the Operating Agreement. The Investor fully understands the nature and risks of the Company's proposed activities. The Investor has had the opportunity to review and investigate any additional information necessary in the Investor's judgment to evaluate an investment in the Company, and the Investor has been given the opportunity to meet with all of the members of management and to have them answer any questions regarding the terms and conditions of this particular investment, and all such questions have been answered to the Investor's full satisfaction.

6. Execution / Duration / Dissolution / Severability

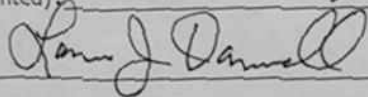


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COM Name (printed):	<u>LORNE J. DARNELL</u>
Signed:	<u></u> Date: <u>2-07-04</u>
ITC Chief Cultural Officer Lark Samouelian CCO	
Signed:	<u></u> Date: <u>2/9/04</u>
ITC Chairman Justin E. Sutton	
Signed:	<u></u> Date: <u>2/9/04</u>

paid with check # 1076 \$6000
"Darnell Family LTD. Partnership" as/for

From Justin Sutton/Gordon Niles/Brian Petersburg

Re: Offer to convert RD/Com agreement to an equity position with ITC parent company.

Dear Regional Directors,

As the Interstate Traveler Company is making progress, we are now in the process of fine-tuning the LLC agreement to enable to make stock issuances available to investors.

In furtherance of the Interstate Traveler Company, LLC (ITC) we are acting to bring the Regional Directors into a cohesive group by restructuring the Regional Director Program. We are eliminating the limitations and delays created by the existing Regional Director agreements by dissolving them and converting fees paid to equity. In taking this action, we are waiving the balance of all fees due from the Regional Directors associated with the Regional Director agreement and are offering to convert the value of fees already paid toward the Regional Director agreement into real equity. This action will remove all fiduciary responsibility of the Regional Director to perform according to contract.

We are acting to ensure that the Regional Directors become equity partners in the ITC, LLC whereby this conversion will ensure that the opportunity to enjoy the benefits of any ITC Rail Installation anywhere in the world will be equally shared by all Regional Directors who convert and become equity partners.

All Regional Directors will still be eligible to receive an 8% commission on any investment money raised from a public or private source. The borders between Regions will no longer exist to encourage full global cooperation.

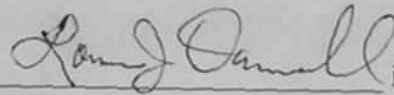
All fees already paid by Regional Directors will automatically be converted to $\frac{1}{4}$ of 1% of the value of the Interstate Traveler Company.

This letter is the 30 day notice to quit for all Regional Director Contracts, regardless of acceptance of this conversion offer.

Feel free to call with questions (734) 449-4480. ITC Management appreciates your efforts and looks forward to your cooperation.

Regional Director Name Printed.

Regional Director Signature of Acceptance



Date 12-20, 05

Sincerely,

Justin E. Sutton, Founder/Manager/Chairman of the Board
Lark L. Samouelian, Co-Founder/Manager/ Chief Communications Officer
H Frank Sutton, Co-Founder/Manager/Sr. Advisor

Signature of Members (Partner) "Signature Page"

The Undersigned have signed in Agreement to these terms in this Amended & Restated Operating Agreement

CLASS A MEMBERS - Voting

Individually and on behalf of Interstate Traveler Company, LLC

Justin E. Sutton Founder/Manager/Chairman
H. Frank Sutton Co-Founder/Manager/Senior Advisor
Lark Samouelian Co-Founder/Manager/Chief Administrative Officer

CLASS B MEMBERS - Non-Voting

The undersigned Class B Member agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Please clearly print your name and address in the space provided and sign.

Name: (print) BARRY J. ECKHOLD
Address: 4532 GLEN EAGLES DR.
BRIGHTON, MICH 48116

Signed: [Signature] Date: 3-2-06

Notary of the Public:

Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: Lynette J. Brown Date: March 2, 2006

Schedule A

List of Members with Capital Contributions and Percentage of Ownership

See Attached Excel Spread Sheet entitled:

"ITC Ownership Profile 1-12-2006.xls"

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certain information regarding the Company, soliciting employees and customers of the Company, and competing directly or indirectly with the Company's business, both during and after the period of time the Investor is a member of the Company. The Investor acknowledges that the Investor has reviewed these covenants, and has agreed to be bound by them.

3.19 The Investor acknowledges and understands that the Company may at some point require additional capital, and that the Operating Agreement provides a mechanism by which additional capital can be obtained from the members of the Company. In the event the Investor chooses not to participate in any additional capital call, the additional capital contributed by participating members may cause the significant dilution of the Investor's Membership Interest.

4. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the Investor's subscription and admission of the Investor as a member in the Company; and (ii) immaterial changes in the Company's proposed transactions, documents and instruments.

Signature Section

This Subscription Agreement is signed on the 2nd day of March, 2006.
Please clearly print your name and address in the space provided and sign.

Name of Subscriber (please print): Barry J. Eckhold "INVESTOR"

The undersigned Subscriber agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B

Member:
Name: (print) Barry J. Eckhold
Address: 4532 Glen Eagles Dr
Brighton, Mich 48116

The Subscriber Agrees to invest: \$ _____ for _____ Units of Class B Membership

Subscriber Signed: [Signature] Date: 3-2-06

Notary of the Public (Witness):

Please write or stamp your proper information and emboss with Notary Seal below this line:



LYNETTE J. BROWN
NOTARY PUBLIC, Ionia County, MI
My Commission Expires May 24, 2008
Acting in Indian Co.

Notary Signature: Lynette J. Brown

This capital subscription is accepted as of the 2 day of March, 2006

"COMPANY" Interstate Traveler Company, LLC

By:
Justin E. Sutton, Manager

6. Execution / Duration / Dissolution / Severability

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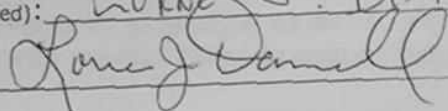
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COM

Name (printed):

LORNE J. DANNELL

Signed:



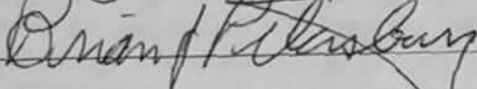
Date: 02-07-04

COM

Name (printed):

Brian J Petersburg

Signed:



Date: 11-25-03

ITC Chief Cultural Officer
Lark Samouelian CCO

Signed:



Date: 12-11-03

ITC Chairman
Justin E. Sutton


Signed:



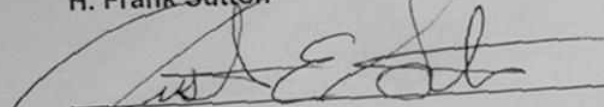
Date: 12-11-03

CLASS B MEMBERS


March 15, 2005


H. Frank Sutton

March 15th, 2005


Justin E. Sutton

March 15, 2005


Lark L. Samouelian

(Date)

John A. Salo

(Date)

Richard R. Chrysler

(Date)

Brian Petersburg

(Date)

Lorne Darnell

(Date)

Gordon Niles

(Date)

Gene DeRossett

Dear Regional Directors,

As the Interstate Traveler Company is making progress, we are now in the process of fine-tuning the LLC agreement to enable to make stock issuances available to investors.

In furtherance of the Interstate Traveler Company, LLC (ITC) we are acting to bring the Regional Directors into a cohesive group by restructuring the Regional Director Program. We are eliminating the limitations and delays created by the existing Regional Director agreements by dissolving them and converting fees paid into equity. In taking this action, we are waiving the balance of all fees due from the Regional Directors associated with the Regional Director agreement and are offering to convert the value of fees already paid toward the Regional Director agreement into real equity. This action will remove all fiduciary responsibility of the Regional Director to perform according to contract.

We are acting to ensure that the Regional Directors become equity partners in the ITC, LLC whereby this conversion will ensure that the opportunity to enjoy the benefits of any ITC Rail Installation anywhere in the world will be equally shared by all Regional Directors who convert and become equity partners.

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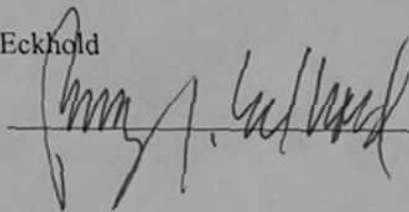
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Feel free to call with questions (734) 449-4480. ITC Management appreciates your efforts and looks forward to your cooperation.

Regional Director Name Printed. Barry Eckhold

Regional Director Signature of Acceptance



Date 12/19/05

Sincerely,

Justin E. Sutton, Founder / Manager / Chairman of the Board
Lark L. Samouelian, Co-Founder / Manager / Chief Communications Officer
H. Frank Sutton, Co-Founder / Manager / Sr. Advisor

Memorandum of Understanding
Between
The Interstate Traveler Company and Engineering Solid Solutions, Inc.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INTERSTATE TRAVELER COMPANY
AND ENGINEERING SOLID SOLUTIONS, INC.

This Memorandum of Understanding (the "Agreement") is made between Interstate Traveler Company ("ITC"), a Limited Liability Company, and Engineering Solid Solutions, Inc., ("ESS"), a Michigan Corporation for the purpose of establishing an equity transaction where the ITC will provide 1.5% equity to ESS, and a seat on the advisory board, in exchange for engineering services. ↗

ITC:

Admin POC: Justin Sutton, Founder / Chairman
Interstate Traveler Company, LLC
9594 Main Street
Whitmore Lake, Mi 48189-9401

Legal POC:

Technical POC: Timm Finfrock, Chief Engineer
Interstate Traveler Company, LLC
9594 Main Street
Whitmore Lake, Mi 48189-9401

ESS:

Admin POC: Fred Karam, Founder / President
47451 Avante Drive
Wixom, MI 48393-3616
Phone: (248) 735-0403
FAX: (248) 735-0407

Legal POC:

Technical POC:

Memorandum of Understanding
Between

The Interstate Traveler Company and Engineering Solid Solutions, Inc.

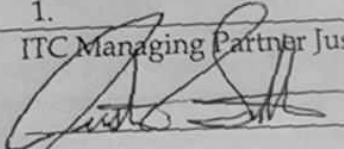
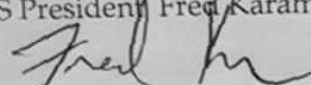
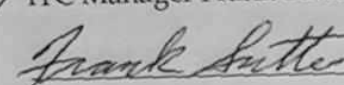
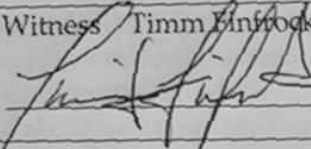
1 The provisions of Article 3 - "Reports"; Article 5 - "Title to Property"; Article 6
2 "Inventions and Patents"; Article 7 "Data and Publications"; Article 11.5 -
3 "Indemnification"; and Article 12.11 - "Use of Name or Endorsements" shall survive the
4 termination of this Agreement.

5 13.2 Effective Date. The effective date of this Agreement shall be the latest date of
6 execution below.
7

8 **IN WITNESS WHEREOF**

9 The parties have caused this AGREEMENT to be executed by their duly authorized
10 representatives as follows:
11

12 1.

ITC Managing Partner Justin Sutton  Date: 9/28/05	ESS President Fred Karam  Date: 9/28/05
ITC Manager Frank Sutton  Date: 9/28/05	Witness _____ Date: _____
Witness Timm Finfrock  Date: 9/28/05	Witness _____ Date: _____

13

provided by this Agreement shall survive the return or destruction of CONFIDENTIAL INFORMATION.

- (13) The receiving PARTY acknowledges its obligations to control access to technical data under the U.S. Export Laws and Regulations and agrees to adhere to such Laws and Regulations with regard to any technical data received under this Agreement.
- (14) This Agreement shall not be construed as creating any joint venture, pooling arrangement, team, partnership or other joint relationship nor as an obligation to supply CONFIDENTIAL INFORMATION.
- (15) Any modification to this Agreement must be in writing and signed by the duly authorized representative of each PARTY.
- (16) The Agreement sets forth the entire agreement and understanding between the PARTIES hereto as to the exchange of CONFIDENTIAL INFORMATION and supersedes all prior discussions, commitments, agreements and understandings of any nature between the PARTIES hereto relating to the exchange of CONFIDENTIAL INFORMATION.
- (17) This Agreement shall further restrict the PARTIES from using any of the information exchanged between the two PARTIES in an manner or form to compete with the same, AND both PARTIES agree to a mutual non-aggression status preventing any legal action due to breach of confidence according to this Agreement limiting all actions to legal arbitration as governed by the Laws of the State of Michigan.

Engineering Solid Solutions, Inc.

By: FRED KARAM
(Please Print) Fred Karam - President
Date: 7-11-05

Fred Karam
(signature) Fred Karam - President

AND

Interstate Traveler Company, LLC

Name: [Signature]
(signature) Justin Sutton - Chairman/Managing Partner
Date: 7-11-05

Name: _____
(signature) H. Frank Sutton - Manager
Date: _____

[Signature]
7-11-05
Timothy Fin Hook witness

CD given to Fred Karam entitled Presentation to the
US Department of Energy June 1st 2005 as provided to U.S. DOE.
JBS PK.

Interstate Traveler Company, LLC

SUBSCRIPTION AGREEMENT

"Exhibit A"

Interstate Traveler Company, LLC
9594 Main Street
Whitmore Lake, Michigan 48189

Dear Sir or Madam:

The undersigned Investor ("Investor") understands that Interstate Traveler Company, LLC, a limited liability company formed under the Michigan Limited Liability Company Act ("Company"), is offering membership interests in the Company ("Membership Interests"). The Investor understands that the Company is relying on the representations, warranties and agreements contained in this Subscription in determining whether this offering meets the conditions for exemption from federal and state registration requirements, and further that the Investor shall be liable to the Company, the manager and other agents of the Company and each other member of the Company for any breach of any representation, warranty or agreement of the Investor contained in this Subscription.

1. Subscription. Subject to the terms and conditions of this Subscription and the provisions of the Operating Agreement of the Company ("Operating Agreement"), the Investor irrevocably subscribes as a member for a Membership Interest in the aggregate amount, and entitling the Investor to the Percentage Interest (as defined in the Operating Agreement), set forth on the signature page of this Subscription. The Investor's subscription amount shall be payable to the Company entirely in cash at the time of subscription or paid via the conversion of Regional Director fees already submitted.

2. Acceptance of Subscription. It is understood and agreed that the Manager of the Company shall have the right to accept or reject this subscription, in whole or in part, and that the same shall be deemed to be accepted by the Company only when it is executed by the Manager. Subscriptions need not be accepted in the order received, and Membership Interests may be allocated in the event of oversubscription.

3. Representations and Warranties of the Investor. The Investor represents and warrants to the Company, the Company's other members, and to each officer, manager, controlling person and agent of each of the foregoing that:

3.1 The Investor is either an "accredited investor" because the Investor meets at least one of 3.1(a), 3.1(b), 3.1(c) or 3.1(d) below (initial appropriate line or lines):

- (a) an individual who is a manager or executive officer of the Company;
- (b) an individual who had individual income in excess of \$200,000 in each of the last two tax years, or 2 joint income with that person's spouse in excess of \$300,000 in each of the last two tax years, and has a reasonable expectation of reaching the same income level in the current year;
- (c) an individual who has a net worth, or joint net worth with his or her spouse, of at least \$1,000,000; or
- (d) an entity with total assets in excess of \$5,000,000, or in which all of the equity owners are persons specified in 3.1(a), 3.1(b) and/or 3.1(c) above.

6. Execution / Duration / Dissolution / Severability

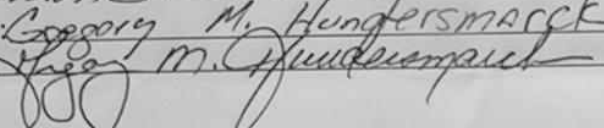
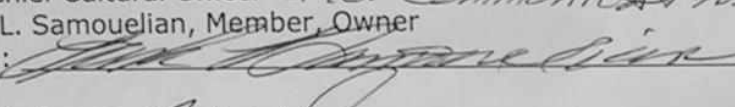
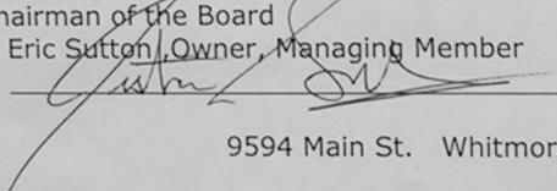
This Agreement shall become effective upon its signing by both parties. The Agreement shall remain valid until terminated by either party, with or without cause, by giving the other party sixty (60) days written notice. Any and all commissions earned during the execution of this contract will be paid. All fees due from the COM to the ITC are due at the time of cancellation, and will be amortized based on the amount of time the contract was in force, and will be deducted from any commissions, if any are due. If any provision(s) of this agreement are deemed unenforceable by law, the remainder of the agreement shall remain in force.

7. Conduct / Liability

Representation standards for the COM call for proper decorum insofar as to defame the ITC. COM will not be liable for any activities of the ITC and the COM will only be liable if demonstrable evidence exists proving gross negligence by the COM in performance of this contract.

8. Governing Law

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements, representation or warranties, and is governed by the Laws of the State of Michigan.

COM: REGIONAL DIRECTOR	
Name (printed): Gregory M. Hungersmarck	Date: 6-3-04
Name (signed): 	Date: 6-3-04
ITC Chief Cultural Officer	CHIEF COMMUNICATIONS OFFICER
Lark L. Samouelian, Member, Owner	
Signed: 	Date: 6.3.04
ITC Chairman of the Board	
Justin Eric Sutton, Owner, Managing Member	
Signed: 	Date: 6.5.04
9594 Main St. Whitmore Lake, Michigan 48189	

Signature of Members (Partner) "Signature Page"

The Undersigned have signed in Agreement to these terms in this Amended & Restated Operating Agreement

CLASS A MEMBERS - Voting

Individually and on behalf of Interstate Traveler Company, LLC

Justin E. Sutton Founder/Manager/Chairman
H. Frank Sutton Co-Founder/Manager/Senior Advisor
Lark Samouelian Co-Founder/Manager/Chief Administrative Officer

CLASS B MEMBERS - Non-Voting

The undersigned Class B Member agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Please clearly print your name and address in the space provided and sign.

Name: (print) RAYMOND FULLERTON
Address: 505 E. HURON ST. Unit 606
ANN ARBOR MI
48104

Signed: Raymond Fullerton Date: 3/10/06

Notary of the Public:

Please write or stamp your proper information and emboss with Notary Seal below this line:



Notary Signature: Michele Manning

Date: 3/10/06

MICHELE K. MANNING

Notary Public, State of Michigan

County of Washtenaw 2012

My Commission Expires Feb. 7, 2012

Acting in the County of Washtenaw

Schedule A

List of Members with Capital Contributions and Percentage of Ownership

See Attached Excel Spread Sheet entitled:

"ITC Ownership Profile 1-12-2006.xls"

This is the final page of this agreement.

The remainder of this page is intentionally left blank

RAYMOND FULLERTON 04-92
505 E HURON ST. APT 606
ANN ARBOR, MI 48104

2349

Date 3/10/06

74-8679/0724
03

Pay to the Order of Interstate Traveler Co., LLC \$ 508.00
Five Hundred Eight and 00/100 Dollars

dfcu

FINANCIAL
400 Town Center Drive
Dearborn, Michigan 48126

For 48 Units Non-voting (FC)



Raymond Fullerton

⑆07248679⑆ 0000154336⑈ 2349

4. Survival. All representations, warranties and covenants contained in this Agreement shall survive (i) the acceptance of the Investor's subscription and admission of the Investor as a member in the Company; and (ii) immaterial changes in the Company's proposed transactions, documents and instruments.

Signature Section

This Subscription Agreement is signed on the 10 day of MARCH, 2006.
Please clearly print your name and address in the space provided and sign.

Name of Subscriber (please print): RAYMOND FULLERTON "INVESTOR"

The undersigned Subscriber agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Name: (print) RAYMOND FULLERTON
Address: 505 E. HURON ST. UNIT 606
ANN ARBOR, MI
48104

The Subscriber Agrees to invest: \$ 508.00 for 48 ^(JES) Units of Class B Membership

Subscriber Signed: Raymond Fullerton Date: 3/10/06

Notary of the Public (Witness):

Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: Leche Manning

Notary Public, State of Michigan
County of Washtenaw
My Commission Expires Feb. 7, 2012
Acting in the County of Washtenaw

This capital subscription is accepted as of the 10th day of March, 2006

"COMPANY" Interstate Traveler Company, LLC

By:
Justin E. Sutton, Manager

Interstate Traveler Co. LLC

Signature of Members (Partner) "Signature Page"

The Undersigned have signed in Agreement to these terms in this Amended & Restated Operating Agreement

CLASS A MEMBERS - Voting

Individually and on behalf of Interstate Traveler Company, LLC

Justin E. Sutton	Founder/Manager/Chairman
H. Frank Sutton	Co-Founder/Manager/Senior Advisor
Lark Samouelian	Co-Founder/Manager/Chief Administrative Officer

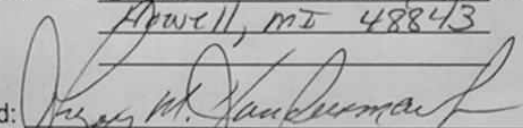
CLASS B MEMBERS - Non-Voting

The undersigned Class B Member agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Please clearly print your name and address in the space provided and sign.

Name: (print) GREGORY M. HUNDERSMARCK

Address: 8760 Bridlewood Trail
Howell, MI 48843

Signed: 

Date: 3-14-06

Notary of the Public:

Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: Cynthia J. Daly Date: 3-14-06

Schedule A

List of Members with Capital Contributions and Percentage of Ownership

See Attached Excel Spread Sheet entitled:

"ITC Ownership Profile 1-12-2006.xls"

CYNTHIA J. DALY
Notary Public, Oakland County, MI
My Commission Expires Mar. 7, 2008

This is the final page of this agreement.

The remainder of this page is intentionally left blank

certain information regarding the Company, soliciting employees and customers of the Company, and competing directly or indirectly with the Company's business, both during and after the period of time the Investor is a member of the Company. The Investor acknowledges that the Investor has reviewed these covenants, and has agreed to be bound by them.

3.19 The Investor acknowledges and understands that the Company may at some point require additional capital, and that the Operating Agreement provides a mechanism by which additional capital can be obtained from the members of the Company. In the event the Investor chooses not to participate in any additional capital call, the additional capital contributed by participating members may cause the significant dilution of the Investor's Membership Interest.

4. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the Investor's subscription and admission of the Investor as a member in the Company; and (ii) immaterial changes in the Company's proposed transactions, documents and instruments.

Signature Section

This Subscription Agreement is signed on the 14 day of MARCH, 2006.
Please clearly print your name and address in the space provided and sign.

Name of Subscriber (please print): GREGORY M. HUNDERSMARCK "INVESTOR"

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Name: (print) Gregory M. Hundersmarck
Address: 8760 Bridlewood Trail
Hawell, MI 48843

The Subscriber Agrees to invest: \$ _____ for _____ Units of Class B Membership

Subscriber Signed: [Signature] Date: 3-14-06

Notary of the Public (Witness):
Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: Cynthia J Daly

CYNTHIA J. DALY
Notary Public, Oakland County, MI
My Commission Expires Mar. 7, 2008

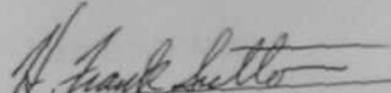
This capital subscription is accepted as of the 14th day of March, 2006


"COMPANY" Interstate Traveler Company, LLC

By:
Justin E. Sutton, Manager

The parties executed this Agreement on the date stated on the first page.

CLASS A MEMBERS
individually and on behalf of
Interstate Traveler Company, LLC


H. Frank Sutton

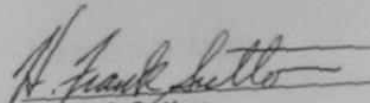

Justin E. Sutton



Lark L. Samouelian

Prepared by:
Sharon A. Bruner
Foster Zack & Lowe, P.C.
2125 University Park Drive, Suite 250
Okemos, Michigan 48864
(517) 706-5770

The parties executed this Agreement on the date stated on the first page.

CLASS A MEMBERS
individually and on behalf of
Interstate Traveler Company, LLC


H. Frank Sutton


Justin E. Sutton


Lark L. Samouelian

Prepared by:
Sharon A. Bruner
Foster Zack & Lowe, P.C.
2125 University Park Drive, Suite 250
Okemos, Michigan 48864
(517) 706-5770

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Name: (print) Gregory M. Hundersmarck
Address: 8760 Bridlewood Trail
Howell, MI 48843

The Subscriber Agrees to invest: \$ _____ for _____ Units of Class B Membership

Subscriber Signed: [Signature] Date: 3-14-06

Notary of the Public (Witness):

Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: Cynthia J. Daly

CYNTHIA J. DALY
Notary Public, Oakland County, MI
My Commission Expires Mar. 7, 2008

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By:
Justin E. Sutton, Manager

Signature of Members (Partner) "Signature Page"

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Individually and on behalf of Interstate Traveler Company, LLC

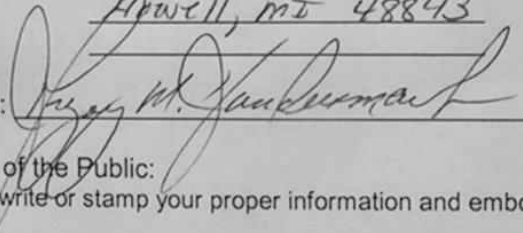
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H. Frank Sutton Co-Founder/Manager/Senior Advisor
Lark Samouelian Co-Founder/Manager/Chief Administrative Officer

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Name: (print) GREGORY M. HUNDERSMARCK
Address: 8760 Bridlewood Trail
Howell, MI 48843

Signed:  Date: 3-14-06

Notary of the Public:
Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: Cynthia J. Daly Date: 3-14-06

Schedule A

List of Members with Capital Contributions and Percentage of Ownership

See Attached Excel Spread Sheet entitled:

"ITC Ownership Profile 1-12-2006.xls"

CYNTHIA J. DALY
Notary Public, Oakland County, MI
My Commission Expires Mar. 7, 2008

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RAYMOND FULLERTON 04-92
505 E HURON ST. APT 606
ANN ARBOR, MI 48104

2349

Date 3/10/06

74-8679/0724
03

Pay to the Order of Interstate Traveler Co., LLC \$ 508.00
Five Hundred Eight and 00/100 Dollars

dfcu

FINANCIAL
400 Town Center Drive
Dearborn, Michigan 48126

For 48 Units Non-voting (IC) Raymond Fullerton

⑆07248679⑆ 0000154336⑈ 2349

4. Survival. All representations, warranties and covenants contained in this Agreement shall survive (i) the acceptance of the Investor's subscription and admission of the Investor as a member in the Company; and (ii) immaterial changes in the Company's proposed transactions, documents and instruments.

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ANN ARBOR, MI
48104

The Subscriber Agrees to invest: \$ 508.00 for 48 Units of Class B Membership

Subscriber Signed: Raymond Fullerton Date: 3/10/06

Notary of the Public (Witness):

Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: Debra Manning

Notary Public, State of Michigan
County of Washtenaw
My Commission Expires Feb. 7, 2012
Acting in the County of Washtenaw

This capital subscription is accepted as of the 10th day of March, 2006

"COMPANY" Interstate Traveler Company, LLC

By:
Justin E. Sutton, Manager

Justin E. Sutton

Interstate Traveler Co. LLC

Signature of Members (Partner) "Signature Page"

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CLASS A MEMBERS - Voting

Individually and on behalf of Interstate Traveler Company, LLC

Justin E. Sutton Founder/Manager/Chairman
H. Frank Sutton Co-Founder/Manager/Senior Advisor
Lark Samouelian Co-Founder/Manager/Chief Administrative Officer

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ANN ARBOR MI
48104

Signed: Raymond Fullerton Date: 3/10/06

Notary of the Public:

Please write or stamp your proper information and emboss with Notary Seal below this line:



Notary Signature: Michele Manning

Date: 3/10/06

MICHELE K. MANNING
Notary Public, State of Michigan
County of Washtenaw 2012
My Commission Expires Feb. 7, 2012
Acting in the County of Washtenaw

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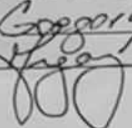
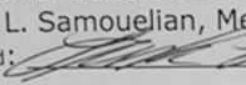
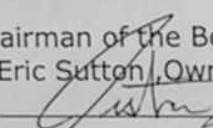
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7. Conduct / Liability

Representation standards for the COM call for proper decorum insofar as to defame the ITC. COM will not be liable for any activities of the ITC and the COM will only be liable if demonstrable evidence exists proving gross negligence by the COM in performance of this contract.

8. Governing Law

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements, representation or warranties, and is governed by the Laws of the State of Michigan.

COM: REGIONAL DIRECTOR	
Name (printed): Gregory M. Hundersmarck	Date: 6-3-04
Name (signed): 	
ITC Chief Cultural Officer	CHIEF COMMUNICATIONS OFFICER
Lark L. Samouelian, Member, Owner	
Signed: 	Date: 6.3.04
ITC Chairman of the Board	
Justin Eric Sutton, Owner, Managing Member	
Signed: 	Date: 6.5.04
9594 Main St. Whitmore Lake, Michigan 48189	

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Signature Section

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Please clearly print your name and address in the space provided and sign.

Name of Subscriber (please print): GREGORY M. HUNDERSMARCK "INVESTOR"

The undersigned Subscriber agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Name: (print) Gregory M. Hundersmarck
Address: 8760 Bridlewood Trail
Howell, MI 48843

The Subscriber Agrees to invest: \$ _____ for _____ Units of Class B Membership

Subscriber Signed: [Signature] Date: 3-14-06

Notary of the Public (Witness):
Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: Cynthia J Daly

CYNTHIA J. DALY
Notary Public, Oakland County, MI
My Commission Expires Mar. 7, 2008

This capital subscription is accepted as of the 14th day of March, 2006

"COMPANY" Interstate Traveler Company, LLC
By:
Justin E. Sutton, Manager

6. Execution / Duration / Dissolution / Severability

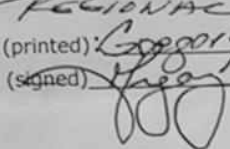
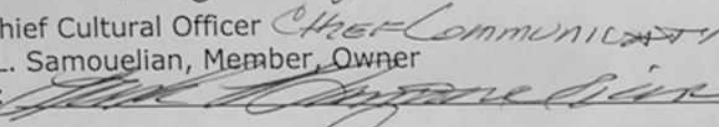
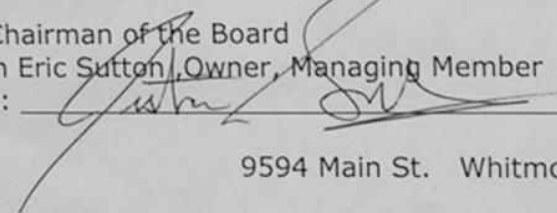
This Agreement shall become effective upon its signing by both parties. The Agreement shall remain valid until terminated by either party, with or without cause, by giving the other party sixty (60) days written notice. Any and all commissions earned during the execution of this contract will be paid. All fees due from the COM to the ITC are due at the time of cancellation, and will be amortized based on the amount of time the contract was in force, and will be deducted from any commissions, if any are due. If any provision(s) of this agreement are deemed unenforceable by law, the remainder of the agreement shall remain in force.

7. Conduct / Liability

Representation standards for the COM call for proper decorum insofar as to defame the ITC. COM will not be liable for any activities of the ITC and the COM will only be liable if demonstrable evidence exists proving gross negligence by the COM in performance of this contract.

8. Governing Law

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements, representation or warranties, and is governed by the Laws of the State of Michigan.

COM: REGIONAL DIRECTOR	
Name (printed): Gregory M. Hundersmarck	Date: 6-3-04
Name (signed): 	
ITC Chief Cultural Officer	CHIEF COMMUNICATIONS OFFICER
Lark L. Samouelian, Member, Owner	
Signed: 	Date: 6.3.04
ITC Chairman of the Board	
Justin Eric Sutton, Owner, Managing Member	
Signed: 	Date: 6.5.04
9594 Main St. Whitmore Lake, Michigan 48189	

Draft Letter to the Regional Directors.....August 10, 2005

RE: Offer to convert RD/COM agreement to an equity position with ITC parent company.

Dear Regional Directors,

As the Interstate Traveler Company is making progress we are now in the process of fine-tuning the LLC agreement to enable to make stock / issuances available to investors.

In furtherance of the Interstate Traveler Company, LLC (ITC) we are acting to bring the Regional Directors into a cohesive group by restructuring the Regional Director Program and eliminating the limitations and delays created by the existing Regional Director agreements by dissolving them and converting fees paid into equity. In taking this action, we are waiving the balance of all fees due from the Regional Directors associated with the Regional Director agreement and are offering to convert the value of fees already paid toward the Regional Director agreement into real equity. This action will remove all fiduciary responsibility of the Regional Director to perform according to contract.

We are acting to ensure that the Regional Directors become equity partners in the ITC. LLC whereby this conversion will ensure that the opportunity to enjoy the benefits of any ITC Rail Installation anywhere in the world will be equally shared by all Regional Directors who convert and become equity partners.

All Regional Directors will still be eligible to receive an 8% commission on any investment money raised from a public or private source. The borders between Regions will no longer exist to encourage full global cooperation.

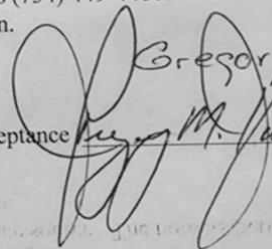
All fees already paid in by Regional Directors will automatically be converted to $\frac{1}{4}$ of 1% of the value of the Interstate Traveler Company.

This letter is the 30 day notice to quit for all Regional Director Contracts, regardless of acceptance this conversion offer.

Feel free to contact us with questions (734) 449-4480. ITC Management appreciates your efforts and look forward to your cooperation.

Regional Director Name Printed.

Regional Director Signature of Acceptance

Gregory M. Hundersmarck
 Date 9-1-05

Sincerely,

Justin E. Sutton, Founder / Manager / Chairman of the Board
Lark L. Samouelian, Co-Founder / Manager / Chief Communications Officer
H. Frank Sutton, Co-Founder / Manager / Sr. Advisor

From Justin Sutton/Gordon Niles 10/11/05

RE: Offer to convert RD/COM agreement to an equity position with ITC parent company.

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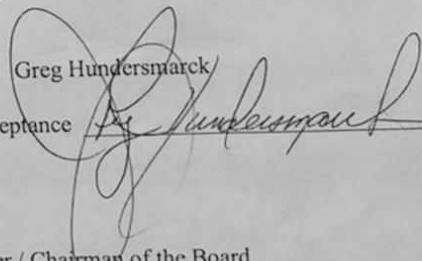
This letter is the 30 day notice to quit for all Regional Director Contracts, regardless of acceptance of this conversion offer.

Feel free to call with questions (734) 449-4480. ITC Management appreciates your efforts and looks forward to your cooperation.

Regional Director Name Printed.

Greg Hundersmarck

Regional Director Signature of Acceptance



Date 10-19-05

Sincerely,

Justin E. Sutton, Founder / Manager / Chairman of the Board
Lark L. Samouelian, Co-Founder / Manager / Chief Communications Officer
H. Frank Sutton, Co-Founder / Manager / Sr. Advisor

05/09/1995 23:00

\$5000

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES
(FOR BUREAU USE ONLY)

Date Received

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED

FEB 23 2004

Administrator
BUREAU OF COMMERCIAL SERVICES

Name: INTERSTATE TRUCKER COMPANY, LLC
Address: 9594 MAIN ST.
City: WHITMORE LAKE, MI. 48189

EFFECTIVE DATE

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute

B 56-20P

the following Articles:

ARTICLE I

The name of the limited liability company is: INTERSTATE TRUCKER CO. LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes of the Limited Liability Company Act of Michigan.

DESIGN, MANUFACTURE, + OPERATION OF A TRANSPORTATION SYSTEM

ARTICLE III

The duration of the limited liability company if other than perpetual is:

ARTICLE IV

1. The street address of the location of the registered office is: 9594 MAIN ST. WHITMORE LAKE Michigan 48189
2. The mailing address of the registered office if different than above: Michigan
3. The name of the resident agent at the registered office is: JUSTIN & ERIC SUTTON

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 23 day of FEBRUARY 2004

By JUSTIN ERIC SUTTON (Type or Print Name(s) of Organizer(s))



The Hydrogen Superhighway

(734) 449-4480
www.InterstateTraveler.us

2/16/2006

Gordon Niles
8060 Pine Ranch Drt
Brighton, Michigan 48114

&

Brian Petersburg
6355 Brighton Road
Brighton, Mi 48116

RE: ITC Office of Internal Affairs

Dear Dr. Niles and Dr. Petersburg

In the continuance of the Regional Director Conversion Program and in observance of the need for an Office of Internal Affairs, we have established an office to that effect and have created said office in the form of a co-chair authority.

The ITC Office of Internal Affairs (OIA) is charged with the responsibility to maintain an open conduit between all ITC Partners ensuring that each receive and properly handle official communications from the Managing Partner, Founders and Board of Directors keeping a duplicate record of the same in two separate locations in printed form, and in electronic form if available. The OIA shall operate with the authority to solicit a prompt reply from all partners in response to official communications requiring a written response.

In recognition of your outstanding performance in executing the Regional Director contract conversion program as a team, we are proud to offer the Co-Chairmanship to you as a team for an appointment of two (2) years from the date of signing.

Equity Compensation: By assuming the office of Co-Chair, you will each be compensated with an additional five hundred (500) non-voting equity shares in the ITC in accordance with the ITC Operating and Subscription Agreements.

By returning a signed and notarized original copy of this letter to the ITC main office in Whitmore Lake, you agree to assume the above responsibility and to receive the compensation for the same as described herein. Further, by signing this letter, this document shall constitute your first entry into the OIA official record as you are charged individually to create and maintain separate original copies of the same, and any other document sent to the office of the OIA as a matter of record.

Dr. Gordon Niles

Print: Dr. C. Gordon Niles

Signed: [Signature]

Date: 2/21/06

Dr. Brian Petersburg

Print: _____

Signed: _____ Date: _____

Sincerely,

Justin Sutton - Founder - Managing Partner
H. Frank Sutton - Co-Founder - Manager

2/16/2006

Gordon Niles
8060 Pine Ranch Drt
Brighton, Michigan 48114

&

Brian Petersburg
6355 Brighton Road
Brighton, MI 48116



(734) 449-4480
www.InterstateTraveler.us

RE: ITC Office of Internal Affairs

Dear Dr. Niles and Dr. Petersburg

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By returning a signed and notarized original copy of this letter to the ITC main office in Whitmore Lake, you agree to assume the above responsibility and to receive the compensation for the same as described herein. Further, by signing this letter, this document shall constitute your first entry into the OIA official record as you are charged individually to create and maintain separate original copies of the same, and any other document sent to the office of the OIA as a matter of record.

Dr. Gordon Niles

Print: _____

Signed: _____ Date: _____

Dr. Brian Petersburg

Print: Brian Petersburg

Signed: Brian Petersburg Date: 2/24/06

Sincerely,

Justin Sutton - Founder - Managing Partner
H. Frank Sutton - Co-Founder - Manager

Signature of Members (Partner) "Signature Page"

The Undersigned have signed in Agreement to these terms in this Amended & Restated Operating Agreement

CLASS A MEMBERS - Voting

Individually and on behalf of Interstate Traveler Company, LLC

Justin E. Sutton Founder/Manager/Chairman
H. Frank Sutton Co-Founder/Manager/Senior Advisor
Lark Samouelian Co-Founder/Manager/Chief Administrative Officer

CLASS B MEMBERS - Non-Voting

The undersigned Class B Member agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Please clearly print your name and address in the space provided and sign.

Name: (print) Charles B. Meek
Address: 801 N. Main St.
Wheaton, IL 60187

Signed: Charles B. Meek Date: 3/6/06

Notary of the Public:

Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: Kitty M. Naydenoff Date: 3/6/06

Schedule A

List of Members with Capital Contributions and Percentage of Ownership

See Attached Excel Spread Sheet entitled:

"ITC Ownership Profile 1-12-2006.xls"

This is the final page of this agreement.



The remainder of this page is intentionally left blank

5. Relationship

The COM relationship to the ITC in the performance of this Agreement is that of an Independent Contractor. The COM performing the services shall not be an employee of the ITC. The COM shall not have the authority to bind the ITC in any manner.

6. Execution / Continuation / Dissolution / Severability

This Agreement shall become effective upon its signing by both parties and two witnesses including at least one Notary of the Public. The Agreement shall remain valid in perpetuity and may be terminated by either party, with or without cause, by giving the other party sixty (60) days written notice. Any and all commissions earned during the execution of this contract will continue after this agreement has ended until such commissions have been paid. If any provision(s) of this agreement are deemed unenforceable by law, the remainder of the agreement shall remain in force.

7. Conduct / Liability

Representation standards for the COM call for proper decorum insofar as to not embarrass or defame the ITC. COM will not be liable for any activities of the ITC and the COM will only be liable if demonstrable evidence exists proving gross negligence by the COM in performance of this contract.

8. Governing Law

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements, representation or warranties, and is governed by the Laws of the State of Michigan.

COM
Name(printed): Charles B. Meek

Signed: [Signature]



Date: 4-11-03

ITC Chief Cultural Officer
Lark Samouelian CCO

Signed: [Signature]

Date: 4-14-03

ITC Managing Member
Justin Eric Sutton CEO

Signed: [Signature]

Date: 4-14-03

Witnessed by:
Name(printed): Kelli D. Wheeler

Signed: [Signature]



Date: 4-11-03

From Justin Sutton/Gordon Niles 10/11/05

RE: Offer to convert RD/COM agreement to an equity position with ITC parent company.

Dear Regional Directors,

As the Interstate Traveler Company is making progress, we are now in the process of fine-tuning the LLC agreement to enable to make stock issuances available to investors.

In furtherance of the Interstate Traveler Company, LLC (ITC) we are acting to bring the Regional Directors into a cohesive group by restructuring the Regional Director Program. We are eliminating the limitations and delays created by the existing Regional Director agreements by dissolving them and converting fees paid into equity. In taking this action, we are waiving the balance of all fees due from the Regional Directors associated with the Regional Director agreement and are offering to convert the value of fees already paid toward the Regional Director agreement into real equity. This action will remove all fiduciary responsibility of the Regional Director to perform according to contract.

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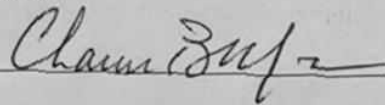
All fees already paid by Regional Directors will automatically be converted to ¼ of 1% of the value of the Interstate Traveler Company.

This letter is the 30 day notice to quit for all Regional Director Contracts, regardless of acceptance of this conversion offer.

Feel free to call with questions (734) 449-4480. ITC Management appreciates your efforts and looks forward to your cooperation.

Regional Director Name Printed. Chuck Meek

Regional Director Signature of Acceptance



Date 11-15-05

Sincerely,

Justin E. Sutton, Founder / Manager / Chairman of the Board
Lark L. Samouelian, Co-Founder / Manager / Chief Communications Officer
H. Frank Sutton, Co-Founder / Manager / Sr. Advisor

certain information regarding the Company, soliciting employees and customers of the Company, and competing directly or indirectly with the Company's business, both during and after the period of time the Investor is a member of the Company. The Investor acknowledges that the Investor has reviewed these covenants, and has agreed to be bound by them.

3.19 The Investor acknowledges and understands that the Company may at some point require additional capital, and that the Operating Agreement provides a mechanism by which additional capital can be obtained from the members of the Company. In the event the Investor chooses not to participate in any additional capital call, the additional capital contributed by participating members may cause the significant dilution of the Investor's Membership Interest.

4. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the Investor's subscription and admission of the Investor as a member in the Company; and (ii) immaterial changes in the Company's proposed transactions, documents and instruments.

Signature Section

This Subscription Agreement is signed on the 6th day of March, 2006.
Please clearly print your name and address in the space provided and sign.

Name of Subscriber (please print): Charles B. Meek "INVESTOR"

The undersigned Subscriber agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Name: (print) Charles B. Meek
Address: 801 N. Main St.
Wheaton, FL 60187

The Subscriber Agrees to invest: \$ _____ for _____ Units of Class B Membership

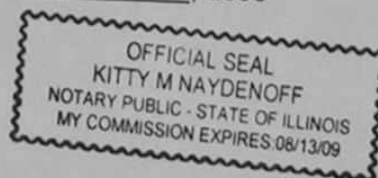
Subscriber Signed: Charles B. Meek Date: 3/6/06

Notary of the Public (Witness):
Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: Kitty M. Naydenoff

This capital subscription is accepted as of the 6th day of March, 2006

"COMPANY" Interstate Traveler Company, LLC
By:
Justin E. Sutton, Manager



OR

The Investor is a 'private party' considering the investment of sums less than \$100,000 in which case the Investor will initial here: CBM

3.2 The Membership Interest subscribed for constitutes an investment suitable to the Investor's personal situation and consistent with the Investor's investment program. The Investor has adequate means of providing for the Investor's current needs and possible personal contingencies, and has no need now, and anticipates no need in the foreseeable future, to sell the Membership Interest for which the Investor has subscribed. The Investor is able to bear the economic risks of this investment, and consequently, without limiting the generality of the foregoing, is able to hold the Membership Interest for an indefinite period of time and has a sufficient net worth to sustain a loss of the Investor's entire investment in the Company in the event such loss should occur.

3.3 The Investor has financial responsibility that is suitable to a proposed investment in the Membership Interest.

3.4 The Investor recognizes that an investment in the Company involves a high degree of risk.

3.5 The Investor is acquiring the Membership Interest for the Investor's own account for investment and not with a view to the distribution or resale thereof.

3.6 The Investor has not offered or sold any portion of the Investor's Membership Interest and has no present intention of dividing the Membership Interest with others or of reselling or otherwise disposing of any portion of the Membership Interest either currently or after the passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance.

3.7 The Investor is aware that the Investor must bear the economic risk of an investment in the Company for an indefinite period of time because:

(i) the Membership Interests have not been registered under the Securities Act of 1933, as amended ("Act"), or under the securities laws of various states, and therefore cannot be sold unless they are subsequently registered under the Act and any applicable state securities laws or an exemption from registration is available, and further that only the Company can take action to register the Membership Interests, and the Company is under no obligation and does not propose to attempt to do so, and

(ii) the Operating Agreement provides that a member, including the Investor, may not sell, assign or otherwise dispose of all or any part of a Membership Interest except in certain limited circumstances.

3.8 The Investor has received a copy of the Operating Agreement, and has carefully read and fully understands all matters, terms and conditions set forth in the Operating Agreement. The Investor fully understands the nature and risks of the Company's proposed activities. The Investor has had the opportunity to review and investigate any additional information necessary in the Investor's judgment to evaluate an investment in the Company, and the Investor has been given the opportunity to meet with all of the members of management and to have them answer any questions regarding the terms and conditions of this particular investment, and all such questions have been answered to the Investor's full satisfaction.

Draft Letter to the Regional Directors.....October 11, 2005

RE: Offer to convert RD/COM agreement to an equity position with ITC parent company.

Dear Regional Directors,

As the Interstate Traveler Company is making progress, we are now in the process of fine-tuning the LLC agreement to enable to make stock issuances available to investors.

In furtherance of the Interstate Traveler Company, LLC (ITC) we are acting to bring the Regional Directors into a cohesive group by restructuring the Regional Director Program. We are eliminating the limitations and delays created by the existing Regional Director agreements by dissolving them and converting fees paid into equity. In taking this action, we are waiving the balance of all fees due from the Regional Directors associated with the Regional Director agreement and are offering to convert the value of fees already paid toward the Regional Director agreement into real equity. This action will remove all fiduciary responsibility of the Regional Director to perform according to contract.

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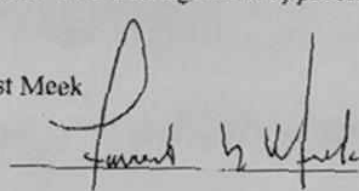
All fees already paid by Regional Directors will automatically be converted to 1/4 of 1% of the value of the Interstate Traveler Company.

This letter is the 30 day notice to quit for all Regional Director Contracts, regardless of acceptance of this conversion offer.

Feel free to call with questions (734) 449-4480. ITC Management appreciates your efforts and looks forward to your cooperation.

Regional Director Name Printed. Forrest Meek

Regional Director Signature of Acceptance



Date Nov, 14, 2005

Sincerely,

Justin E. Sutton, Founder / Manager / Chairman of the Board
Lark I. Samouclian, Co-Founder / Manager / Chief Communications Officer
H. Frank Sutton, Co-Founder / Manager / Sr. Advisor

Dear Regional Directors,

As the Interstate Traveler Company is making progress, we are now in the process of fine-tuning the LLC agreement to enable to make stock issuances available to investors.

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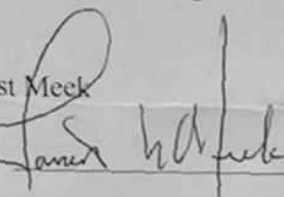
All fees already paid by Regional Directors will automatically be converted to $\frac{1}{4}$ of 1% of the value of the Interstate Traveler Company.

This letter is the 30 day notice to quit for all Regional Director Contracts, regardless of acceptance of this conversion offer.

Feel free to call with questions (734) 449-4480. ITC Management appreciates your efforts and looks forward to your cooperation.

Regional Director Name Printed. Forrest Meek

Regional Director Signature of Acceptance



Date 12-5-05

Sincerely,

Justin E. Sutton, Founder / Manager / Chairman of the Board
Lark L. Samouelian, Co-Founder / Manager / Chief Communications Officer
H. Frank Sutton, Co-Founder / Manager / Sr. Advisor

certain information regarding the Company, soliciting employees and customers of the Company, and competing directly or indirectly with the Company's business, both during and after the period of time the Investor is a member of the Company. The Investor acknowledges that the Investor has reviewed these covenants, and has agreed to be bound by them.

3.19 The Investor acknowledges and understands that the Company may at some point require additional capital, and that the Operating Agreement provides a mechanism by which additional capital can be obtained from the members of the Company. In the event the Investor chooses not to participate in any additional capital call, the additional capital contributed by participating members may cause the significant dilution of the Investor's Membership Interest.

4. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the Investor's subscription and admission of the Investor as a member in the Company; and (ii) immaterial changes in the Company's proposed transactions, documents and instruments.

Signature Section

This Subscription Agreement is signed on the 6th day of March, 2006. Please clearly print your name and address in the space provided and sign.

Name of Subscriber (please print): FORREST B. MEEK "INVESTOR"

The undersigned Subscriber agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Name: (print) FORREST B. MEEK
Address: 2865 E Rock Rd
CLARE, MI 48617

The Subscriber Agrees to invest: \$ 100.00 for _____ Units of Class B Membership

Subscriber Signed: [Signature] Date: March 6, 2006

Notary of the Public (Witness):

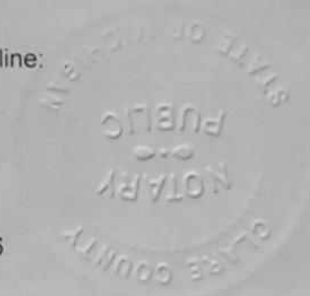
Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: [Signature]

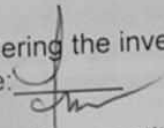
This capital subscription is accepted as of the 6th day of March, 2006

"COMPANY" Interstate Traveler Company, LLC
By: Justin E. Sutton, Manager

DIANE L. COOK, NOTARY PUBLIC
CLARE COUNTY, STATE OF MICHIGAN
MY COMMISSION EXPIRES 10-26-06



OR

The Investor is a 'private party' considering the investment of sums less than \$100,000 in which case the Investor will initial here: 

3.2 The Membership Interest subscribed for constitutes an investment suitable to the Investor's personal situation and consistent with the Investor's investment program. The Investor has adequate means of providing for the Investor's current needs and possible personal contingencies, and has no need now, and anticipates no need in the foreseeable future, to sell the Membership Interest for which the Investor has subscribed. The Investor is able to bear the economic risks of this investment, and consequently, without limiting the generality of the foregoing, is able to hold the Membership Interest for an indefinite period of time and has a sufficient net worth to sustain a loss of the Investor's entire investment in the Company in the event such loss should occur.

3.3 The Investor has financial responsibility that is suitable to a proposed investment in the Membership Interest.

3.4 The Investor recognizes that an investment in the Company involves a high degree of risk.

3.5 The Investor is acquiring the Membership Interest for the Investor's own account for investment and not with a view to the distribution or resale thereof.

3.6 The Investor has not offered or sold any portion of the Investor's Membership Interest and has no present intention of dividing the Membership Interest with others or of reselling or otherwise disposing of any portion of the Membership Interest either currently or after the passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance.

3.7 The Investor is aware that the Investor must bear the economic risk of an investment in the Company for an indefinite period of time because:

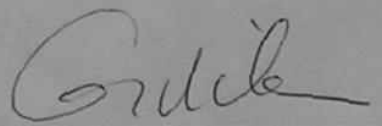
(i) the Membership Interests have not been registered under the Securities Act of 1933, as amended ("Act"), or under the securities laws of various states, and therefore cannot be sold unless they are subsequently registered under the Act and any applicable state securities laws or an exemption from registration is available, and further that only the Company can take action to register the Membership Interests, and the Company is under no obligation and does not propose to attempt to do so, and

(ii) the Operating Agreement provides that a member, including the Investor, may not sell, assign or otherwise dispose of all or any part of a Membership Interest except in certain limited circumstances.

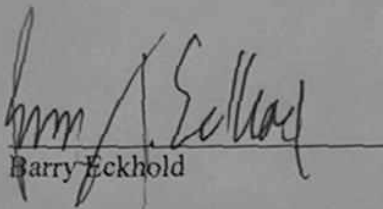
3.8 The Investor has received a copy of the Operating Agreement, and has carefully read and fully understands all matters, terms and conditions set forth in the Operating Agreement. The Investor fully understands the nature and risks of the Company's proposed activities. The Investor has had the opportunity to review and investigate any additional information necessary in the Investor's judgment to evaluate an investment in the Company, and the Investor has been given the opportunity to meet with all of the members of management and to have them answer any questions regarding the terms and conditions of this particular investment, and all such questions have been answered to the Investor's full satisfaction.

Justin Sutton
Founder and Chairman
The Interstate Traveler Company, LLC
9594 Main Street
Whitmore Lake, MI. 48189
Phone: 734-449-4480
Fax: 734-449-4486

This letter is to serve as formal documentation that Barry Eckhold has purchased 50% of the Regional Director equity previously owned by Gordon Niles. This purchase reduces Gordon Niles' RD equity from $\frac{1}{4}$ of 1% to $\frac{1}{8}$ of 1% and provides Barry Eckhold with $\frac{1}{8}$ of 1% equity in the Interstate Traveler Company, LLC.



Gordon Niles



Barry Eckhold

12/22/05

Date

Signed and sealed this
date December 22, 2005.

Notary: Virginia A. Brooks
Shiawassee County acting
in Ingham County, Michigan

Signed and sealed this
date: December 22, 2005

Notary: Virginia A. Brooks
Shiawassee County
acting in Ingham County,
Michigan

VIRGINIA A. BROOKS
NOTARY PUBLIC, Shiawassee County, MI
My Commission Expires Dec. 11, 2010
Acting in Ingham County



VIRGINIA A. BROOKS
NOTARY PUBLIC, Shiawassee County, MI
My Commission Expires Dec. 11, 2010
Acting in Ingham County



Signature of Members (Partner) "Signature Page"

The Undersigned have signed in Agreement to these terms in this Amended & Restated Operating Agreement

CLASS A MEMBERS - Voting

Individually and on behalf of Interstate Traveler Company, LLC

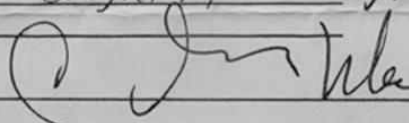
Justin E. Sutton	Founder/Manager/Chairman
H. Frank Sutton	Co-Founder/Manager/Senior Advisor
Lark Samouelian	Co-Founder/Manager/Chief Administrative Officer

CLASS B MEMBERS - Non-Voting

The undersigned Class B Member agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Please clearly print your name and address in the space provided and sign.

Name: (print) C Gordon Niles
Address: 8060 PINE RANCH DR
BRIGHTON, MICHIGAN
48114

Signed:  Date: 11/16/06

Notary of the Public:

Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: Linda M. Crawford Date: 1-16-06
LINDA M. CRAWFORD
Notary Public Livingston County, Michigan
Acting in Livingston County
My Commission Expires June 14, 2011

Schedule A

List of Members with Capital Contributions and Percentage of Ownership

See Attached Excel Spread Sheet entitled:

"ITC Ownership Profile 1-12-2006.xls"

This is the final page of this agreement.

The remainder of this page is intentionally left blank

RETAINER AGREEMENT
BETWEEN NOYOLA & ASSOCIATES, LLC AND INTERSTATE TRAVELER Co., LLC

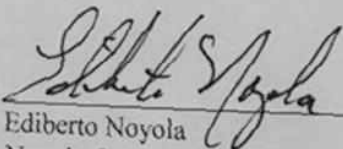
This agreement is effective the 31st day of January, 2003 and ending January 31, 2004 between Noyola & Associates, LLC (NOYOLA), a Michigan business with offices at 2435 Kinglet Court, Lansing, Michigan, 48911, and Interstate Traveler Company, LLC (INTERSTATE TRAVELER), a Michigan company with offices at 9594 Main Street, Whitmore Lake, Michigan 48189.


WHEREAS INTERSTATE TRAVELER wishes to engage NOYOLA with a Retainer Agreement for Governmental Consulting and Representation.

THEREFORE it is hereby agreed:

1. NOYOLA will represent INTERSTATE TRAVELER before the Michigan Legislature and the Executive Branch of government of the State of Michigan.
2. NOYOLA may represent INTERSTATE TRAVELER outside the state or country at an agreed to per diem rate.
3. NOYOLA will advise INTERSTATE TRAVELER regarding the status of pending legislation, in which INTERSTATE TRAVELER has advised NOYOLA of their interest.
4. NOYOLA agrees to provide reports concerning any of the above services on a regular basis or as requested.
5. This Agreement recognizes when the Legislature is in session NOYOLA may not be able to travel outside the City of Lansing limits and this will not be required of them.
6. All services will be performed under the direction of Justin Sutton.
7. Either party may terminate this agreement at any time with 30 days advance written notice.
8. During the term of this Agreement and only after the INERSTATE TRAVELER has been capitalized at a minimum of \$3 million for first year expenses, a fee shall be paid to NOYOLA by INTERSTATE TRAVELER upon billing from NOYOLA in installments of \$5,000.00 per month, to be paid on the first of each month for the previous month. No charge will be made to INTERSTATE TRAVELER for normal or incidental expense incurred by NOYOLA. However, extraordinary expenses such as large-scale receptions, special printing for presentations, etc. will be charged separately only if the expense is incurred at the request of, or with, the prior approval of the INTERSTATE TRAVELER.

Agreed to and accepted this 26th day of February, 2003 by:

 2-26-03
Ediberto Noyola
Noyola & Associates, LLC

 2-26-03
Justin Sutton
Interstate Traveler Company, LLC

6. Execution / Duration / Dissolution / Severability

This Agreement shall become effective upon its signing by both parties. The Agreement shall remain valid until terminated by either party, with or without cause, by giving the other party sixty (60) days written notice. Any and all commissions earned during the execution of this contract will be paid. All fees due from the COM to the ITC are due at the time of cancellation, and will be amortized based on the amount of time the contract was in force, and will be deducted from any commissions, if any are due. If any provision(s) of this agreement are deemed unenforceable by law, the remainder of the agreement shall remain in force.

7. Conduct / Liability

Representation standards for the COM call for proper decorum insofar as to defame the ITC. COM will not be liable for any activities of the ITC and the COM will only be liable if demonstrable evidence exists proving gross negligence by the COM in performance of this contract.

8. Governing Law

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements, representation or warranties, and is governed by the Laws of the State of Michigan.

COM:

Name (printed): GORDON Niles Date 5/27/04
Name (signed): [Signature]

ITC Chief Cultural Officer

Lark L. Samouelian, Member, Owner

Signed:

[Signature] Date: 6/2/04

ITC Chairman of the Board

Justin Eric Sutton, Owner, Managing Member

Signed:

[Signature] Date: 6/2/04

9594 Main St. Whitmore Lake, Michigan 48189

6. Execution / Duration / Dissolution / Severability

This Agreement shall become effective upon its signing by both parties. The Agreement shall remain valid until terminated by either party, with or without cause, by giving the other party sixty (60) days written notice. Any and all commissions earned during the execution of this contract will be paid. All fees due from the COM to the ITC are due at the time of cancellation, and will be amortized based on the amount of time the contract was in force, and will be deducted from any commissions, if any are due. If any provision(s) of this agreement are deemed unenforceable by law, the remainder of the agreement shall remain in force.

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8. Governing Law

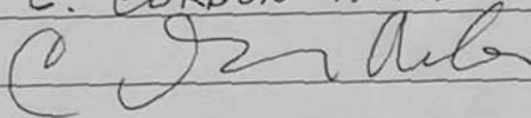
This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements, representation or warranties, and is governed by the Laws of the State of Michigan.

COM

Name (printed):

C. Gordon Niles

Signed:



Date:

5/8/04

COM

Name (printed):

Signed:

Date:

ITC Chief Cultural Officer
Lark Samouelian CCO

Signed:

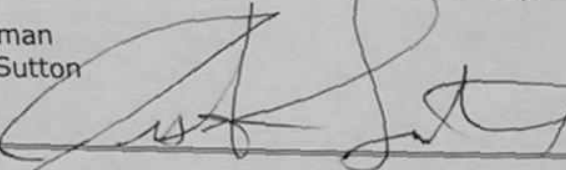


Date:

5/10/04

ITC Chairman
Justin E. Sutton

Signed:



Date:

5/10/04

G Niles @ COM CAST. NET

From Justin Sutton/Gordon Niles 10/11/05

RE: Offer to convert RD/COM agreement to an equity position with ITC parent company.

Dear Regional Directors,

As the Interstate Traveler Company is making progress, we are now in the process of fine-tuning the LLC agreement to enable to make stock issuances available to investors.

In furtherance of the Interstate Traveler Company, LLC (ITC) we are acting to bring the Regional Directors into a cohesive group by restructuring the Regional Director Program. We are eliminating the limitations and delays created by the existing Regional Director agreements by dissolving them and converting fees paid into equity. In taking this action, we are waiving the balance of all fees due from the Regional Directors associated with the Regional Director agreement and are offering to convert the value of fees already paid toward the Regional Director agreement into real equity. This action will remove all fiduciary responsibility of the Regional Director to perform according to contract.

We are acting to ensure that the Regional Directors become equity partners in the ITC, LLC whereby this conversion will ensure that the opportunity to enjoy the benefits of any ITC Rail Installation anywhere in the world will be equally shared by all Regional Directors who convert and become equity partners.

All Regional Directors will still be eligible to receive an 8% commission on any investment money raised from a public or private source. The borders between Regions will no longer exist to encourage full global cooperation.

All fees already paid by Regional Directors will automatically be converted to $\frac{1}{4}$ of 1% of the value of the Interstate Traveler Company.

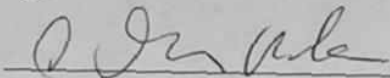
This letter is the 30 day notice to quit for all Regional Director Contracts, regardless of acceptance of this conversion offer.

Feel free to call with questions (734) 449-4480. ITC Management appreciates your efforts and looks forward to your cooperation.

Regional Director Name Printed.

C. Gordon Niles

Regional Director Signature of Acceptance



Date 11/11/05

Sincerely,

Justin E. Sutton, Founder / Manager / Chairman of the Board
Lark L. Samouelian, Co-Founder / Manager / Chief Communications Officer
H. Frank Sutton, Co-Founder / Manager / Sr. Advisor

Dear Regional Directors,

As the Interstate Traveler Company is making progress, we are now in the process of fine-tuning the LLC agreement to enable to make stock issuances available to investors.

In furtherance of the Interstate Traveler Company, LLC (ITC) we are acting to bring the Regional Directors into a cohesive group by restructuring the Regional Director Program. We are eliminating the limitations and delays created by the existing Regional Director agreements by dissolving them and converting fees paid into equity. In taking this action, we are waiving the balance of all fees due from the Regional Directors associated with the Regional Director agreement and are offering to convert the value of fees already paid toward the Regional Director agreement into real equity. This action will remove all fiduciary responsibility of the Regional Director to perform according to contract.

We are acting to ensure that the Regional Directors become equity partners in the ITC, LLC whereby this conversion will ensure that the opportunity to enjoy the benefits of any ITC Rail Installation anywhere in the world will be equally shared by all Regional Directors who convert and become equity partners.

All Regional Directors will still be eligible to receive an 8% commission on any investment money raised from a public or private source. The borders between Regions will no longer exist to encourage full global cooperation.

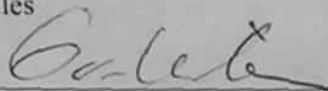
All fees already paid by Regional Directors will automatically be converted to 1/8 of 1% of the value of the Interstate Traveler Company.

This letter is the 30 day notice to quit for all Regional Director Contracts, regardless of acceptance of this conversion offer.

Feel free to call with questions (734) 449-4480. ITC Management appreciates your efforts and looks forward to your cooperation.

Regional Director Name Printed. Gordon Niles

Regional Director Signature of Acceptance



Date 12/19/05

Sincerely,

Justin E. Sutton, Founder / Manager / Chairman of the Board
Lark L. Samouelian, Co-Founder / Manager / Chief Communications Officer
H. Frank Sutton, Co-Founder / Manager / Sr. Advisor

113

Property of the ITC, LLC

C G NILES
SANDRA G NILES
8060 PINE RANCH DR
BRIGHTON MI 48114

DATE 1/18/06 1-2 1500
210

PAY TO THE ORDER OF

Interstate Traveler Company LLC \$ 3000.00
Three Thousand And no/100's DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
4 Chase Metrotech Center
Brooklyn, NY 11245

HOME EQUITY CREDIT LINE

C. Niles MP

MEMO

1/06 CASH CALL

⑆02⑆00002⑆⑆50⑆⑆9897352945⑆⑆0⑆1⑆3

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f the Investor's

4. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the Investor's subscription and admission of the Investor as a member in the Company; and (ii) immaterial changes in the Company's proposed transactions, documents and instruments.

Signature Section

This Subscription Agreement is signed on the 16th day of JANUARY, 2006.
Please clearly print your name and address in the space provided and sign.

Name of Subscriber (please print): C Gordon Niles "INVESTOR"

The undersigned Subscriber agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Name: (print) C Gordon Niles
Address: 8060 PINE RANCH DR.
BRIGHTON, MI
48114

The Subscriber Agrees to invest: \$ _____ for _____ Units of Class B Membership

Subscriber Signed: C Niles Date: _____

Notary of the Public (Witness):

Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: Linda M. Crawford
LINDA M. CRAWFORD
Notary Public Livingston County, Michigan
Acting in Livingston County
My Commission Expires June 14, 2011

This capital subscription is accepted as of the 16th day of January, 2006

"COMPANY" Interstate Traveler Company, LLC

By:
Justin E. Sutton, Manager

Signature of Members (Partner) "Signature Page"

The Undersigned have signed in Agreement to these terms in this Amended & Restated Operating Agreement

CLASS A MEMBERS - Voting

Individually and on behalf of Interstate Traveler Company, LLC

Justin E. Sutton Founder/Manager/Chairman
H. Frank Sutton Co-Founder/Manager/Senior Advisor
Lark Samouelian Co-Founder/Manager/Chief Administrative Officer

CLASS B MEMBERS - Non-Voting

The undersigned Class B Member agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Please clearly print your name and address in the space provided and sign.

Name: (print) Ediberto Noyola
Address: 2435 Kinglet Ct
Lausing, MI 48911

Signed: [Signature] Date: 3/13/04

Notary of the Public:

Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: [Signature] Date: 03.13.04

Schedule A

List of Members with Capital Contributions and Percentage of Ownership

See Attached Excel Spread Sheet entitled:

"ITC Ownership Profile 1-12-2006.xls"

This is the final page of this agreement.

The remainder of this page is intentionally left blank

DEBRA M. JOFFE
NOTARY PUBLIC, STATE OF MI
COUNTY OF EATON
MY COMMISSION EXPIRES Jun 18, 2012
ACTING IN COUNTY OF INGHAM

4. Relationship

The COM relationship to the ITC in the performance of this Agreement is that of an Independent Contractor. The COM performing the services shall not be an employee of the ITC. The COM shall not have the authority to bind the ITC in any manner.

5. Execution / Continuation / Dissolution / Severability

This Agreement shall become effective upon its signing by both parties and two witnesses including at least one Notary of the Public. The Agreement shall remain valid in perpetuity and may be terminated by either party, with or without cause, by giving the other party sixty (60) days written notice. Any and all commissions earned during the execution of this contract will continue after this agreement has ended until such commissions have been paid. If any provision(s) of this agreement are deemed unenforceable by law, the remainder of the agreement shall remain in force.

6. Conduct / Liability

Representation standards for the COM call for proper decorum insofar as to not embarrass or defame the ITC. COM will not be liable for any activities of the ITC and the COM will only be liable if demonstrable evidence exists proving gross negligence by the COM in performance of this contract.

7. Governing Law

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements, representation or warranties, and is governed by the Laws of the State of Michigan.

COM

Name(printed): Arlene L. Oisten

Arlene L. Oisten

Signed:

5/1/2003

Date:

ITC Chief Cultural Officer
Lark Samouelian CCO

Signed:

Lark Samouelian

Date:

5/3/03

ITC Managing Member
Justin Eric Sutton CEO

Signed:

Justin Eric Sutton

Date:

5-7-03

Witnessed by:

Name(printed):

Jack Saco

Signed:

Jack Saco

Date:

5-3-03

Draft Letter to the Regional Directors.....October 11, 2005

RE: Offer to convert RD/COM agreement to an equity position with ITC parent company.

Dear Regional Directors,

As the Interstate Traveler Company is making progress, we are now in the process of fine-tuning the LLC agreement to enable to make stock issuances available to investors.

In furtherance of the Interstate Traveler Company, LLC (ITC) we are acting to bring the Regional Directors into a cohesive group by restructuring the Regional Director Program. We are eliminating the limitations and delays created by the existing Regional Director agreements by dissolving them and converting fees paid into equity. In taking this action, we are waiving the balance of all fees due from the Regional Directors associated with the Regional Director agreement and are offering to convert the value of fees already paid toward the Regional Director agreement into real equity. This action will remove all fiduciary responsibility of the Regional Director to perform according to contract.

We are acting to ensure that the Regional Directors become equity partners in the ITC, LLC whereby this conversion will ensure that the opportunity to enjoy the benefits of any ITC Rail Installation anywhere in the world will be equally shared by all Regional Directors who convert and become equity partners.

All Regional Directors will still be eligible to receive an 8% commission on any investment money raised from a public or private source. The borders between Regions will no longer exist to encourage full global cooperation.

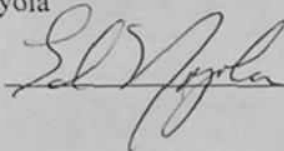
All fees already paid by Regional Directors will automatically be converted to $\frac{1}{4}$ of 1% of the value of the Interstate Traveler Company.

This letter is the 30 day notice to quit for all Regional Director Contracts, regardless of acceptance of this conversion offer.

Feel free to call with questions (734) 449-4480. ITC Management appreciates your efforts and looks forward to your cooperation.

Regional Director Name Printed. Ed Noyola

Regional Director Signature of Acceptance



Date 10/14/05

Sincerely,

Justin E. Sutton, Founder / Manager / Chairman of the Board
Lark L. Samouelian, Co-Founder / Manager / Chief Communications Officer
H. Frank Sutton, Co-Founder / Manager / Sr. Advisor

6. Execution / Duration / Dissolution / Severability

This Agreement shall become effective upon its signing by both parties and two witnesses. The Agreement shall remain valid for a two-year period and may be terminated by either party, with or without cause, by giving the other party sixty (60) days written notice. Any and all commissions earned during the execution of this contract will be paid. All fees due from the COM to the ITC are due at the time of cancellation, and will be amortized based on the amount of time the contract was in force, and will be deducted from any commissions, if any are due. If any provision(s) of this agreement are deemed unenforceable by law, the remainder of the agreement shall remain in force.

7. Conduct / Liability

Representation standards for the COM call for proper decorum insofar as to defame the ITC. COM will not be liable for any activities of the ITC and the COM will only be liable if demonstrable evidence exists proving gross negligence by the COM in performance of this contract.

8. Governing Law

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements, representation or warranties, and is governed by the Laws of the State of Michigan.

COM Name (printed): Ediberto Noyola, President, Noyola & Associates LLC	
Signed: <u>[Signature]</u>	Date: <u>6-6-03</u>
ITC Chief Cultural Officer Lark Samouelian CCO	
Signed: <u>[Signature]</u>	Date: <u>6/6/03</u>
ITC Managing Member Justin Eric Sutton	
Signed: <u>[Signature]</u>	Date: <u>6-6-03</u>
Witnessed by: Name (printed): <u>Richard R. Chappell</u>	
Signed: <u>[Signature]</u>	Date: <u>6/6/03</u>
Witnessed by: Name (printed): <u>Roxanne L. Noyola</u>	
Signed: <u>[Signature]</u>	Date: <u>6/6/03</u>

certain information regarding the Company, soliciting employees and customers of the Company, and competing directly or indirectly with the Company's business, both during and after the period of time the Investor is a member of the Company. The Investor acknowledges that the Investor has reviewed these covenants, and has agreed to be bound by them.

3.19 The Investor acknowledges and understands that the Company may at some point require additional capital, and that the Operating Agreement provides a mechanism by which additional capital can be obtained from the members of the Company. In the event the Investor chooses not to participate in any additional capital call, the additional capital contributed by participating members may cause the significant dilution of the Investor's Membership Interest.

4. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the Investor's subscription and admission of the Investor as a member in the Company; and (ii) immaterial changes in the Company's proposed transactions, documents and instruments.

Signature Section

This Subscription Agreement is signed on the 13th day of March, 2006. Please clearly print your name and address in the space provided and sign.

Name of Subscriber (please print): Ediberto Noyola "INVESTOR"

The undersigned Subscriber agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Name: (print) Ediberto Noyola
Address: 2435 Kingslet Ct
Lawson, MI 48911

The Subscriber Agrees to invest: \$ _____ for _____ Units of Class B Membership

Subscriber Signed: Ediberto Noyola Date: 3/13/06

Notary of the Public (Witness): Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: Susan M. Joppie

This capital subscription is accepted as of the _____ day of _____, 2006

"COMPANY" Interstate Traveler Company, LLC
By: Justin E. Sutton, Manager

DEBRA M. JOFFIE
NOTARY PUBLIC, STATE OF MI
COUNTY OF EASTON
MY COMMISSION EXPIRES Jun 13, 2012
NOTING IN COUNTY OF INGHAM

Signature of Members (Partner) "Signature Page"

The Undersigned have signed in Agreement to these terms in this Amended & Restated Operating Agreement

CLASS A MEMBERS - Voting

Individually and on behalf of Interstate Traveler Company, LLC

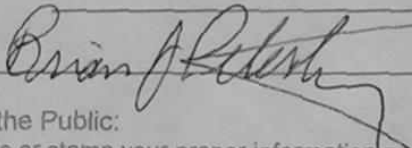
Justin E. Sutton Founder/Manager/Chairman
H. Frank Sutton Co-Founder/Manager/Senior Advisor
Lark Samouelian Co-Founder/Manager/Chief Administrative Officer

CLASS B MEMBERS - Non-Voting

The undersigned Class B Member agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

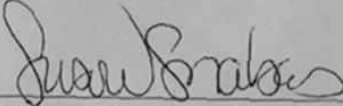
Please clearly print your name and address in the space provided and sign.

Name: (print) Brian J Petersburg
Address: _____

Signed:  Date: 3/26/2006

Notary of the Public:

Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature:  Date: 2/3/06

Schedule A

List of Members with Capital Contributions and Percentage of Ownership

See Attached Excel Spread Sheet entitled:

"ITC Ownership Profile 1-12-2006.xls"

This is the final page of this agreement.

The remainder of this page is intentionally left blank



SUSAN W. SNABES
Notary Public, State of Michigan, County of Livingston
Acting in Livingston County
My Commission Expires April 17, 2007

5. Relationship

The RD relationship to the ITC in the performance of this Agreement is that of an Independent Contractor. The RD performing the services shall not be an employee of the ITC. The RD shall not have the authority to bind the ITC in any manner.

6. Execution / Duration / Dissolution / Severability

This Agreement shall become effective upon its signing by both parties. The Agreement shall remain valid until terminated by either party, with or without cause, by giving the other party sixty (60) days written notice. Any and all commissions earned during the execution of this contract will be paid. All fees due from the RD to the ITC are due at the time of cancellation, and will be amortized based on the amount of time the contract was in force, and will be deducted from any commissions, if any are due. If any provision(s) of this agreement are deemed unenforceable by law, the remainder of the agreement shall remain in force.

7. Conduct / Liability

Representation standards for the RD call for proper decorum insofar as to defame the ITC. RD will not be liable for any activities of the ITC and the COM will only be liable if demonstrable evidence exists proving gross negligence by the COM in performance of this contract.

8. Governing Law

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements, representation or warranties, and is governed by the Laws of the State of Michigan.

ITC Regional Director:

Name (printed): Melvin M. Raznick

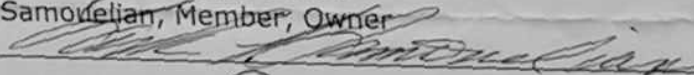
Name (signed):  Date June 25, 2004

Name (printed): MELVIN M. RAZNICK

Name (Signed): _____ Date _____

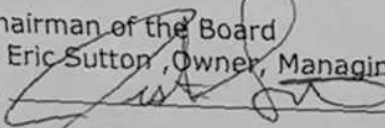
ITC Chief Communications Officer

Lark L. Samoueljan, Member, Owner

Signed:  Date: 6/29/04

ITC Chairman of the Board

Justin Eric Sutton, Owner, Managing Member

Signed:  Date: 6/26/04

9594 Main St. Whitmore Lake, Michigan 48189

certain information regarding the Company, soliciting employees and customers of the Company, and competing directly or indirectly with the Company's business, both during and after the period of time the Investor is a member of the Company. The Investor acknowledges that the Investor has reviewed these covenants, and has agreed to be bound by them.

3.19 The Investor acknowledges and understands that the Company may at some point require additional capital, and that the Operating Agreement provides a mechanism by which additional capital can be obtained from the members of the Company. In the event the Investor chooses not to participate in any additional capital call, the additional capital contributed by participating members may cause the significant dilution of the Investor's Membership Interest.

4. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the Investor's subscription and admission of the Investor as a member in the Company; and (ii) immaterial changes in the Company's proposed transactions, documents and instruments.

Signature Section

This Subscription Agreement is signed on the 26 day of January, 2006. Please clearly print your name and address in the space provided and sign.

Name of Subscriber (please print): LOREN WINN "INVESTOR"

The undersigned Subscriber agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Name: (print) LOREN WINN
Address: P.O. Box 822
RUCKENY, MI.
48167-0822

The Subscriber Agrees to invest: \$ 1,076 for 100 Units of Class B Membership

Subscriber Signed: [Signature] Date: 1-26-06

Notary of the Public (Witness): Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: [Signature]

This capital subscription is accepted as of the ___ day of ___, 2006

"COMPANY" Interstate Traveler Company, LLC
By: Justin E. Sutton, Manager



Sworn To and Subscribed Before me, this 26 day Of JANUARY, 2006 Veronica A. Lawrence Notary Public

From Justin Sutton/Gordon Niles 10/11/05

RE: Offer to convert RD/COM agreement to an equity position with ITC parent company.

Dear Regional Directors,

As the Interstate Traveler Company is making progress, we are now in the process of fine-tuning the LLC agreement to enable to make stock issuances available to investors.

In furtherance of the Interstate Traveler Company, LLC (ITC) we are acting to bring the Regional Directors into a cohesive group by restructuring the Regional Director Program. We are eliminating the limitations and delays created by the existing Regional Director agreements by dissolving them and converting fees paid into equity. In taking this action, we are waiving the balance of all fees due from the Regional Directors associated with the Regional Director agreement and are offering to convert the value of fees already paid toward the Regional Director agreement into real equity. This action will remove all fiduciary responsibility of the Regional Director to perform according to contract.

We are acting to ensure that the Regional Directors become equity partners in the ITC, LLC whereby this conversion will ensure that the opportunity to enjoy the benefits of any ITC Rail Installation anywhere in the world will be equally shared by all Regional Directors who convert and become equity partners.

All Regional Directors will still be eligible to receive an 8% commission on any investment money raised from a public or private source. The borders between Regions will no longer exist to encourage full global cooperation.


All fees already paid by Regional Directors will automatically be converted to $\frac{1}{4}$ of 1% of the value of the Interstate Traveler Company.

This letter is the 30 day notice to quit for all Regional Director Contracts, regardless of acceptance of this conversion offer.

Feel free to call with questions (734) 449-4480. ITC Management appreciates your efforts and looks forward to your cooperation.

Regional Director Name Printed. Les Whitaker

Regional Director Signature of Acceptance



Date 11/15/05

Sincerely,

Justin E. Sutton, Founder / Manager / Chairman of the Board
Lark L. Samouelian, Co-Founder / Manager / Chief Communications Officer
H. Frank Sutton, Co-Founder / Manager / Sr. Advisor

The Interstate Traveler Company, LLC Copyright 2003

5. Relationship

The COM relationship to the ITC in the performance of this Agreement is that of an Independent Contractor. The COM performing the services shall not be an employee of the ITC. The COM shall not have the authority to bind the ITC in any manner.

6. Execution / Duration / Dissolution / Severability

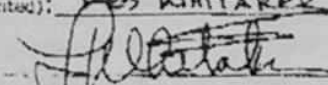

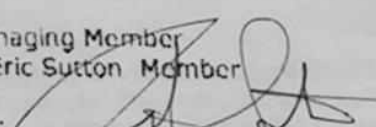
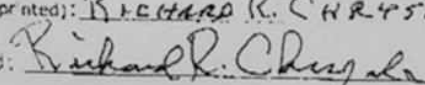
This Agreement shall become effective upon its signing by both parties and two witnesses. The Agreement shall remain valid for a two year period and may be terminated by either party, with or without cause, by giving the other party sixty (60) days written notice. Any and all commissions earned during the execution of this contract will be paid. All fees due from the COM to the ITC are due at the time of cancellation, and will be amortized based on the amount of time the contract was in force, and will be deducted from any commissions, if any are due. If any provision(s) of this agreement are deemed unenforceable by law, the remainder of the agreement shall remain in force.

7. Conduct / Liability

Representation standards for the COM call for proper decorum insofar as to defame the ITC. COM will not be liable for any activities of the ITC and the COM will only be liable if demonstrable evidence exists proving gross negligence by the COM in performance of this contract.

8. Governing Law

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements, representation or warranties, and is governed by the Laws of the State of Michigan.

COM	
Name (printed):	YES WHITAKER
Signed:	 Date: 6/21/03
ITC Chief Cultural Officer Lark Samuelian CCO/Member	
Signed:	 Date: 7/1/03
ITC Managing Member Justin Eric Sutton Member	
Signed:	 Date: 7-1-03
Richard R. Chrysler President and CEO:	
Name (printed):	RICHARD R. CHRYSLER
Signed:	 Date: 6/24/03

certain information regarding the Company, soliciting employees and customers of the Company, and competing directly or indirectly with the Company's business, both during and after the period of time the Investor is a member of the Company. The Investor acknowledges that the Investor has reviewed these covenants, and has agreed to be bound by them.

3.19 The Investor acknowledges and understands that the Company may at some point require additional capital, and that the Operating Agreement provides a mechanism by which additional capital can be obtained from the members of the Company. In the event the Investor chooses not to participate in any additional capital call, the additional capital contributed by participating members may cause the significant dilution of the Investor's Membership Interest.

4. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the Investor's subscription and admission of the Investor as a member in the Company; and (ii) immaterial changes in the Company's proposed transactions, documents and instruments.

Signature Section

This Subscription Agreement is signed on the 31 day of JANUARY, 2006.
Please clearly print your name and address in the space provided and sign.

Name of Subscriber (please print): LES WHITAKER "INVESTOR"

The undersigned Subscriber agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Name: (print) LES WHITAKER
Address: 426 N. 16
MUSKOGEE, OK
74401

The Subscriber Agrees to invest: \$ 6,000 for 558 Units of Class B Membership

Subscriber Signed: [Signature] Date: 1/31/06

Notary of the Public (Witness):

Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: Carrie A Huber my comm # 01006995 expires 5-24-09

This capital subscription is accepted as of the 31st day of January, 2006

"COMPANY" Interstate Traveler Company, LLC

By:
Justin E. Sutton, Manager



certain information regarding the Company, soliciting employees and customers of the Company, and competing directly or indirectly with the Company's business, both during and after the period of time the Investor is a member of the Company. The Investor acknowledges that the Investor has reviewed these covenants, and has agreed to be bound by them.

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4. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the Investor's subscription and admission of the Investor as a member in the Company; and (ii) immaterial changes in the Company's proposed transactions, documents and instruments.

Signature Section

This Subscription Agreement is signed on the 6th day of February, 2006.
Please clearly print your name and address in the space provided and sign.

Name of Subscriber (please print): Terry St. Louis "INVESTOR"

The undersigned Subscriber agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Name: (print) Terry St. Louis
Address: 7695 Angling
Portage, MI 49024

The Subscriber Agrees to invest: \$ 1,000⁰⁰ for 100 Units of Class B Membership

Subscriber Signed: [Signature] Date: 2-6-06

Notary of the Public (Witness):
Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: [Signature: Ruby Smith]

This capital subscription is accepted as of the 6 day of Feb, 2006

"COMPANY" Interstate Traveler Company, LLC

By:
Justin E. Sutton, Manager

RUBY SMITH
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KALAMAZOO
MY COMMISSION EXPIRES 03/28/2008
Acting in the County of Kalamazoo

Signature of Members (Partner) "Signature Page"

The Undersigned have signed in Agreement to these terms in this Amended & Restated Operating Agreement

CLASS A MEMBERS - Voting

Individually and on behalf of Interstate Traveler Company, LLC

Justin E. Sutton Founder/Manager/Chairman
H. Frank Sutton Co-Founder/Manager/Senior Advisor
Lark Samouelian Co-Founder/Manager/Chief Administrative Officer

CLASS B MEMBERS - Non-Voting

The undersigned Class B Member agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Please clearly print your name and address in the space provided and sign.

Name: (print) Terry St. Louis
Address: 7695 Angling
Portage, MI 49024

Signed: [Signature] Date: 2-6-06

Notary of the Public:

Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: [Signature] Date: 2-6-06

Schedule A

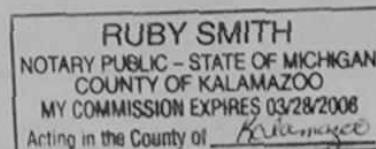
List of Members with Capital Contributions and Percentage of Ownership

See Attached Excel Spread Sheet entitled:

"ITC Ownership Profile 1-12-2006.xls"

This is the final page of this agreement.

The remainder of this page is intentionally left blank



This Subscription Agreement is signed on May 23, 200~~4~~⁵

"INVESTOR"

Jack Salo
Name of Subscriber

Signature: [Signature]
Name of Signer: J.A. SALO
Title (if any): _____

Capital Subscription: _____

Membership
Percentage Interest: _____

This capital subscription is accepted as of _____, 200~~4~~⁵

"COMPANY"

Interstate Traveller Company, LLC

By: [Signature]
Justin E. Sutton, Manager

LOREN WINN
GAIL WINN
P.O. BOX 822
PINCKNEY, MI 48169-0822

9-96

Date 1-25-06

2676
74-8250/2724

Property of the ITC, LLC

Pay to the Order of INTERSTATE TRAVELER Co. LLC \$ 1076.00
One Thousand Seventy Six ^{xx}/₁₀₀ Dollars

Michigan Educational Credit Union
Plymouth, Michigan 48170

For 100 SHARES

⑆ 272482508⑆ 710013595701 2676

Loren Winn

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4. **Survival.** All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the Investor's subscription and admission of the Investor as a member in the Company; and (ii) immaterial changes in the Company's proposed transactions, documents and instruments.

Signature Section

This Subscription Agreement is signed on the 26 day of JANUARY, 2006.
Please clearly print your name and address in the space provided and sign.

Name of Subscriber (please print): LOREN WINN "INVESTOR"

The undersigned Subscriber agrees to these terms and by signing below before a notary of the public agrees to accept all rights, benefits and responsibilities of a Class B Member:

Name: (print) LOREN WINN
Address: P.O. BOX 822
PINCKNEY, MI.
48169-0822

The Subscriber Agrees to invest: \$ 1,076 for 100 Units of Class B Membership

Subscriber Signed: *Loren Winn* Date: 1-26-06

Notary of the Public (Witness):

Please write or stamp your proper information and emboss with Notary Seal below this line:

Notary Signature: *Teronica A. Lawrence*

This capital subscription is accepted as of the ___ day of _____, 2006

"COMPANY" Interstate Traveler Company, LLC
By:
Justin E. Sutton, Manager

Sworn To and Subscribed

Before me, this 26 day

Of JANUARY, 2006

Teronica A. Lawrence
Notary Public

