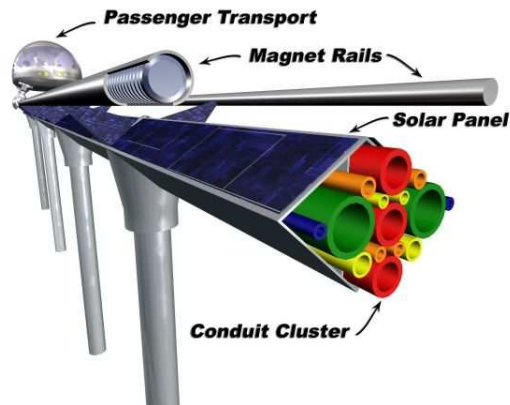


Amended and Restated

Operating Agreement

of

Interstate Traveler Company, LLC



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Amended and Restated Operating Agreement of Interstate Traveler Company, LLC (Manager Managed)

This Amended and Restated Operating Agreement ("Agreement") is entered into pursuant to the Michigan Limited Liability Company Act, as amended ("Act"), on by **Interstate Traveler Company, LLC** ("Company"), and, **Justin E. Sutton, Lark Samouelian** and **H. Frank Sutton** ("Class A Members"). The Class A Members, together with all other persons later admitted as additional or substitute members, are referred to in this Agreement individually as "Member" and collectively as "Members". This Agreement replaces in its entirety the Operating Agreement dated February 1, 2003. The parties agree as follows:

Article 1 -Management

1.1 Appointment of Manager

The business and affairs of the Company shall be managed solely by one or more managers who shall be called "Manager" in this Agreement and referred to in singular neuter pronouns. The Members appoint **Justin E. Sutton, Lark Samouelian, H. Frank Sutton, William C. Brooks and Jay C. Wilber** to serve as Manager of the Company. If one or more of the named initial managers ceases to serve as Manager, the remaining one or more named initial managers shall serve as Manager of the Company. If at any time there is not a Manager of the Company, the Class A Members shall elect a new Manager.

1.2 Authority of Manager.

The Manager has the authority to:

- (a) Direct and supervise the operation of the Company;
- (b) Establish the charges for services and products of the Company;
- (c) Subject to existing employment agreements with the Company, hire and dismiss all personnel and regulate the terms and conditions of work;
- (d) Oversee the preparation of all financial reports of the Company, and assure that all Company records are properly maintained;
- (e) Acquire any real or personal property and execute, on the Company's behalf, all documents necessary to acquire and perfect title in the Company's assets;
- (f) Sell, lease, exchange, or otherwise dispose of the Company's assets;
- (g) Enter into and terminate agreements on the Company's behalf; 2
- (h) Borrow money from banks and other lenders, issue notes and mortgage or pledge the Company's assets to secure any borrowings on the Company's behalf;

- (i) Establish appropriate depository accounts and determine the authorized signatories for those accounts;
- (j) Institute, defend and settle litigation or arbitrations and settle any disputed claims on the Company's behalf;
- (k) Employ on the Company's behalf accountants, attorneys, brokers, engineers, escrow agents and others and terminate their employment;
- (l) Purchase on the Company's behalf liability, casualty, fire and other insurance as appropriate to protect the Company's assets, employees, Members and Manager;
- (m) Make, revise, or revoke any available allocation, consent or election affecting any tax;
- (n) Appoint one or more officers and establish the titles, rights and duties of those officers; and
- (o) Perform any other acts necessary or appropriate for management of the Company's business.

1.3 Vote of Manager

When more than one person is serving as Manager:

- (a) The vote or written consent of a majority of the managers shall be required for any action by the Manager.
- (b) The managers may authorize one or more managers to exercise any power and authority of the Manager.

1.4 Removal

A Manager may be removed by the Class A Members only for cause. Removal for cause shall be at a meeting called expressly for that purpose. The Manager proposed for removal shall have reasonable advance notice of the allegations offered in support of removal, and shall have an opportunity to be heard at the meeting. A dispute as to what constitutes "cause" shall be settled under the provisions of Section 12.1.

1.5 Resignation

A Manager may resign upon 30 days written notice to the Members.

1.6 Status as Member

Only Class A Members may serve as Manager. A Manager who resigns or is removed as Manager shall continue as a Member of the Company.

1.7 Reimbursement for Expenses

A Manager shall be entitled to reimbursement for all expenses reasonably incurred in connection with the Company's business.

1.8 Standard of Care

A Manager shall discharge the Manager's duties as a manager in good faith, with the care an ordinarily prudent person in a like position would exercise under similar

circumstances, and in a manner the Manager reasonably believes to be in the best interests of the Company.

1.9 Limited Liability

A Manager is not liable for the acts, debts or obligations of the Company. The Manager is not liable to the Company or the Members for any action taken as a Manager or any failure to take any action if the Manager performs the duties of office in compliance with Section 1.8.

1.10 Manager Not Full-Time

A Manager is not required to manage the Company as the Manager's sole and exclusive function.

1.11 Other Business Interests

A Manager may have other business interests and may engage in other activities in addition to those relating to the Company; provided those interests or activities do not violate any Non-Compete Agreement the Member may have with the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in other investments or activities of a Manager or to the income or proceeds from those investments or activities. A Manager shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

1.12 Sole Benefit of Members

A Manager shall account to the Company and hold as trustee for it any profit or benefit derived without the informed consent of the Members by the Manager from any transaction connected with the conduct or winding-up of the Company or from any personal use by the Manager of the Company's property.

1.13 Reliance

The Manager may rely on information, opinions, reports or statements, including, but not limited to, financial statements or other financial data, if prepared or presented by: (a) a Member or employee of the Company whom the Manager believes to be competent and reliable in the matter presented; or (b) legal counsel, public accountants, engineers or other persons as to matters the Manager reasonably believes are within the person's professional or expert competence.

Article 2 - Members

2.1 Classes of Members

Initially there shall be two classes of membership, Class A and Class B. The initial Class A Members are listed on the first page of this Agreement. The Class A Members may, in their sole discretion, determine that it is appropriate to issue one or more additional classes of membership. If so, the Class A Members shall establish the qualifications,

rights and responsibilities of Members of the new class provided those rights may not be superior to those of the Class A Members. Terms relating to a new class of membership shall be set out in an Addendum attached to and incorporated in this Agreement by reference.

2.2 Additional Members

Additional Members may be admitted only if: (a) the Class A Members unanimously consent in writing; (b) the additional Member agrees to be bound by the terms and conditions of this Agreement; and (c) the additional Member makes the required contribution to capital as determined by the Class A Members. The additional Member is considered to be a Member upon signing a counterpart of this Agreement. An additional Member who is not required to make a capital contribution is a substitute Member as defined in Section 3.9.

2.3 Limited Liability

A Member is not liable for the acts, debts or obligations of the Company.

2.4 Priorities

No Member shall have priority over any other Member.

2.5 Waiver of Action for Partition

Each Member irrevocably waives, during the term of the Company and during the period of its liquidation following dissolution, any right to maintain an action for partition of the Company's assets.

Article 3 Restriction on Transfer of Membership

3.1 Restriction on Transfer

A membership interest, as defined in the Act, may not be pledged, sold or otherwise transferred by operation of law or other means, except as provided in this Agreement. Any attempted disposition of a membership interest in violation of this Article is void.

3.2 Right of First Refusal

A membership interest may be sold to a third party but only if it is first offered to the Company and the remaining Members in accordance with the following terms and conditions:

- (a) The Member must notify the Company (and the remaining Members holding interests in the same class as the offered membership interest) in writing that the Member intends or desires to sell the membership interest. The notice must include the name of the proposed purchaser and the consideration offered.
- (b) The Company shall have 30 days after receipt of the written notice to determine whether to buy the membership interest from the Member. If the Member has received a bona fide offer to buy the membership interest, the

Company may purchase the membership interest on the same terms and consideration as the bona fide offer. If the offer disclosed in the notice is not a bona fide offer received from a third party, the Company may redeem the membership interest under Section 3.6.

(c) If the Company does not elect to buy the membership interest, the remaining Members holding interests in the same class as the offered interest shall have 30 days after the termination of the Company's 30-day option period to determine whether to buy the membership interest from the transferring Member. The price and terms shall be as provided in Section (b) above. If there is more than one remaining Member who elects to buy the membership interest, the membership interest shall be divided among the electing Members in proportion to their Percentage Interests in the Company.

(d) If the membership interest is not purchased by the Company or the remaining Members, the membership interest may be transferred once free from the restrictions contained in this Article. After the transfer, this restriction shall attach to the membership interest transferred. The transferee shall have the rights of an assignee unless admitted as a substitute Member under Section 3.9.

3.3 Exceptions

Subject to Section 3.10, the restrictions in Section 3.1 and the right of first refusal in Section 3.2 do not apply to the following transfers:

- (a) A transfer on the death of a Member to the personal representative of the deceased Member's estate;
- (b) A voluntary transfer by a Member to a revocable grantor trust;
- (c) A transfer pursuant to the provisions of Section 3.5; and
- (d) Any pledge of a membership interest to secure a loan from the Company.

3.4 Death or Legal Incapacity of a Class A Member

On the death or legal incapacity of a Class A Member ("Triggering Event"), the Company shall have the option, exercisable any time within one year after the Triggering Event by a writing delivered to the legal representative of the deceased or incapacitated Member, to convert the Member's Class A membership interest (including any and all interests transferred by the Member to a grantor revocable trust or an entity controlled by the Member) to a Class B membership interest.

3.5 Minority Drag-Along Right

Membership interests in the Company may be transferred to a third party free from the restrictions in Section 3.1 and the right of first refusal in Section 3.2 if the Class A Members wish to transfer all of their membership interests in the Company in one transaction or a series of related transactions. At the option of the Class A Members, all of the remaining Members are required to transfer their membership interests at the same proportionate price and on the same terms and conditions.

3.6 Call Option

If any Member attempts to transfer all or any portion of a membership interest in violation of this Agreement, the Company shall have the option to redeem that Member's membership interest. This option may be exercised by giving the Member whose interest is to be redeemed written notice of the exercise of the option. (a) The fair market value of the Company shall be established by appraisal. The Company shall appoint the appraiser. The Member whose interest is being redeemed shall pay the cost of the appraiser. The appraiser shall not take into account any discounts in valuing the Company. The purchase price shall be the Member's Percentage Interest times 60% of the appraised value. (b) Closing shall take place within 90 days after notice of the exercise of the option is given; (c) The purchase price shall be paid according to the terms of a promissory note from the Company providing for payment of principal in equal monthly installments amortized over a period of ten years and payable in full at the end of ten years. No interest shall accrue on the unpaid balance of the note. The note shall be subordinate to all the Company's indebtedness incurred prior to the exercise of the option to banks or other lending institutions and shall include any renewals, extensions or modifications of those debts. The note may be prepaid without penalty.

3.7 Legend on Certificates

Any certificates now or hereafter issued by the Company to represent a Membership Interest shall be endorsed with a legend reading substantially as follows: 6 Any sale, assignment, transfer or other disposition of Membership Interest represented by this certificate is restricted by and subject to the terms and provisions of the Company Operating Agreement. Any transferee, including a lender, taking the Membership Interest represented by this Certificate as collateral is subject to all the restrictions and duties contained in the Operating Agreement. A copy of the Operating Agreement is on file with the Manager of the Company. By acceptance of this Certificate the holder agrees to be bound by the terms of the Operating Agreement.

3.8 Assignee

The recipient of a permitted transfer is an assignee ("Assignee"). Any membership interest owned by a revocable living trust is deemed to be owned by the Member who established the living trust until that Member's death. A successor trustee is an Assignee. The personal representative of a deceased Member's estate is an Assignee. An Assignee has no right to vote, to participate in the management and affairs of the Company, to become a Member or to withdraw from the Company. An Assignee is entitled to receive, to the extent assigned, the distributions to which the assigning Member would otherwise be entitled.

3.9 Admission of a Substitute Member

An Assignee may be admitted as a substitute Member only if: (a) the Class A Members unanimously consent in writing; and (b) Assignee agrees to be bound by the terms and conditions of this Agreement. An Assignee will be considered to be a substitute Member upon signing a counterpart of this Agreement.

3.10 Taxable Termination/Securities Violation

No Member shall transfer or dispose of a membership interest if the disposition: (a) would cause a termination of the Company under the Internal Revenue Code of 1986 as amended ("IRC"); or (b) violates any applicable state and federal securities laws and regulations.

Article 4 Withdrawal or Expulsion of Members

4.1 Withdrawal

Except upon the transfer of a Member's entire interest permitted under Article 3, a Member may not withdraw from the Company.

4.2 Wrongful Withdrawal

A Member who attempts to withdraw from the Company in violation of this Agreement is not entitled to a liquidation distribution and is liable to the Company for all damages caused by the wrongful withdrawal. The Company may offset part or all of the damages against amounts to which the former Member is otherwise entitled. The Company may redeem the Member's membership interest in accordance with Section 3.6.

Article 5 Voting Rights

5.1 Voting Rights of Class A Members

Each Class A Member is entitled to vote in proportion to the Member's Percentage Interest in the Company on each of the following matters:

- (a) To approve the admission of a substitute or additional Member;
- (b) To select or remove a Manager;
- (c) Create a new class of membership interest and determine the qualifications, rights and responsibilities of the Members of the new class;
- (d) To dissolve the Company;
- (e) To amend the Articles of Organization or this Agreement;
- (f) To approve the merger of the Company into another entity;
- (g) To approve the sale, exchange, lease or other transfer of all or substantially all of the Company assets; or
- (h) To approve any transaction involving an actual or potential conflict of interest between a Manager and the Company, including compensation of a Manager.

5.2 Voting Rights of Class B Members

Class B membership interests are nonvoting interests. Class B Member are not entitled to vote, to participate in the management and affairs of the Company, or to withdraw from the Company. They have the rights of an Assignee as set out in Section 3.8.

5.3 Consent Required

(a) The unanimous vote or written consent of the Class A Members is required to admit an additional or substitute Member, to create a new class of membership interest, or to amend this Section of the Agreement. (b) The vote of Members holding a majority of the Members' Percentage Interests entitled to vote on the issue in question is required for all other actions of the Members. (c) A Member who is also serving as Manager is entitled to vote on issues involving an actual or potential conflict of interest between the Manager and the Company, except the Manager's removal for cause under Section 1.4.

5.4 .Tie Vote

A tie vote among the Members shall be resolved by arbitration under the provisions of Section 12.1.

Article 6 - Meetings

6.1 Call of Meeting

The Manager or Members holding at least 50% of the Percentage Interests in the Company may call a meeting.

6.2 Notice of Meeting

The Manager shall give written notice of the time, place and purposes of a meeting of the Members at least ten days, but no more than 60 days, prior to the date fixed for the meeting. The business to be conducted at the meeting is limited to those matters specified in the notice.

6.3 Waiver of Notice

A Member may waive notice of a meeting in any manner permitted under Section 12.2. The waiver must be given to the Company before, at, or after the meeting. A Member who attends the meeting in person or by proxy waives notice of the meeting unless, at the commencement of the meeting, the Member states an objection on the basis that the meeting is not lawfully called or convened.

6.4 Proxies

A Member may vote by proxy executed in writing by the Member. The proxy shall be filed with the Company before or at the time of the meeting. A proxy shall not be valid after three months from the date of execution, unless otherwise provided in the proxy.

6.5 Participation in Meetings

Members may participate in a meeting by a conference telephone or similar communication equipment. All participants must be able to hear each other, and shall be advised of the communication equipment. The names of the participants in the conference shall be divulged to all participants. Participation in a meeting pursuant to this procedure shall constitute presence in person at the meeting.

6.6 Other Matters

At a meeting of the Members, all matters that are not covered by this Agreement shall be governed by the most recent edition of Roberts Rules of Order.

6.7 Action Without A Meeting

Any action by Members may be taken without a meeting and without prior notice if written consent to the action is signed by Members having at least the requisite Percentage Interests. The Company shall give prompt notice to all nonconsenting Members of any action taken without a meeting by less than unanimous written consent.

Article 7 - Capital Contributions

7.1 Initial Capital Contributions

The value of the Members' capital contributions, the Members' percentage interest ("Percentage Interest") and the total capital of the Company are set out in Schedule A, as it may be amended from time to time. In the absence of an amendment to Schedule A, the capital and the Members' Percentage Interests shall be as reflected in the Company's books and records.

7.2 Withdrawal and Return of Capital

Except as provided in this Agreement, no Member may withdraw any portion of the Member's capital contribution or be entitled to a return of the Member's capital contribution. No Member shall have any personal liability for the repayment of the capital contribution of any other Member.

7.3 Capital Accounts

The Company shall establish and maintain a capital account for each Member ("Capital Account"). Each Capital Account shall be:

- (a) Increased by:
 - (i) The amount of any cash or the fair market value of any property contributed by the Member (net of any liabilities secured by the property which the Company assumes or takes subject to under IRC §752); and
 - (ii) The Member's share of net profits and of any separately allocated items of income or gain; and
- (b) Decreased by:
 - (i) Any cash or the fair market value of any property distributed to the Member (net of any liabilities secured by the property which the Member assumes or takes subject to under IRC §752); and
 - (ii) The Member's share of net losses and of any separately allocated items of deduction or loss. Allocation of items of income, gain, deduction or loss shall reflect the difference between the book value and tax cost basis of assets contributed by the Members.

7.4 Additional Contributions to Capital

Any Member may at any time, with the written consent of the Manager, make additional contributions to the capital of the Company. The Manager may request additional contributions to capital from the Members of one or more classes of membership interest in proportion to their Percentage Interests in the Company or in a particular class. If any Member fails to contribute additional capital, then the other Member(s) may contribute the additional capital not paid in by the refusing Member and, subject to the provisions of Section 7.5, shall receive an increase in the proportionate share of the ownership or interest in the entire Company in direct proportion to the additional capital contributed. If more than one Member wishes to contribute the additional capital not paid by the refusing Member, each Member shall be permitted to contribute a pro rata share.

7.5 Dilution

Notwithstanding anything to the contrary in this Agreement, the aggregate Percentage Interests held by the initial Class A Members may not be diluted below the Percentage Interests set out below taking into account all membership interests in the Company on a fully diluted basis, assuming the exercise, conversion and/or exchange of all outstanding securities of the Company for or into membership interests in the Company:

Justin E. Sutton 51%

Lark Samouelian 8%

H. Frank Sutton 8%.

7.6 Capital Contribution Other than Cash

No Member may make a contribution of property other than cash without the consent of the Manager. The Manager shall value the contributed property as of the date of its contribution.

7.7 Interest on Capital

No interest shall be paid to any Member on that Member's Capital Account.

7.8 Compliance With IRC §704(b)

The provisions of this Article which relate to the maintenance of Capital Accounts are intended and, if necessary, shall be modified, to cause the allocations of profits, losses, income, gain and credit pursuant to Article 8 to have substantial economic effect under IRC §704(b) and the regulations promulgated by the Department of Treasury ("Regs") under it. This Agreement shall not be construed as creating a deficit 10 restoration obligation or otherwise personally obligate any Member to make a capital contribution in excess of the initial contribution.

Article 8 - Allocations and Distributions

8.1 Allocation of Profits and Loss

Except as may be required by IRC §704(c) and Sections 8.2, 8.3 and 8.4, profits and losses shall be allocated among the Members according to total proportional unit holdings of all Units held. Both Class A and Class B have the same proportional dividend value such that there is no distinction between the two classes with the exception of sale cost and rights associated with said Class as described in Article 2 and Article 5. Notwithstanding the Managerial has the right to create, dissolve and define additional Classes of Members (Article 2) which may be exercised by the Manager from time to time according to the needs of the Members or potential Members.

8.2 Company Minimum Gain Chargeback

If there is a net decrease in Company minimum gain for a taxable year as determined under Reg §1.704-2(d), each Member must be allocated items of income and gain for that taxable year equal to that Member's share of the net decrease in Company minimum gain. This provision is intended to be a minimum gain chargeback within the meaning of Reg §1.704-2(b) and shall be interpreted and applied consistently with the regulations.

8.3 Members Minimum Gain Chargeback

If during a taxable year there is a net decrease in Member nonrecourse debt, any Member with a share of that Member's nonrecourse debt minimum gain (determined under Reg §1.704-2(i)(5)) as of the beginning of that taxable year must be allocated items of income and gain for that taxable year (and, if necessary, for succeeding taxable years) equal to that Member's share of the net decrease in the Member nonrecourse debt minimum gain.

8.4 Qualified Income Offset

If any Member unexpectedly receives an adjustment, allocation or distribution described in Reg §1.704-1(b)(2)(ii)(d)(4), (5), or (6), that Member will be allocated items of income and gain in an amount and manner sufficient to eliminate, to the extent required by the Regs, the Member's Capital Account deficit.

8.5 Curative Allocation

Members intend to share all liquidating distributions according to their relative Percentage Interests in the Company. Special allocations under this Article 8 may lead to results which are inconsistent with the Members' intentions. Prior to a liquidating distribution, to the extent possible, the Manager shall specially allocate items of Company income, gain, loss and deduction among the Members to cause their Capital Accounts to equal their relative Percentage Interests as set out on Schedule A.

8.6 Distributions

The Manager may make distributions to the Members, unless after giving effect to the distribution:

- (a) the Company would not be able to pay its debts as they become due in the ordinary course of business; or
- (b) the Company's assets are less than its total liabilities. The Manager may base a determination that the distribution is permissible on financial statements prepared on the basis of accounting practices and principles that are reasonable in the circumstances, on a fair valuation or any other method that is reasonable. Except as otherwise stated in this Agreement, all distributions shall be made pro rata based on the then current allocation of profits and losses to the Members.

8.7 Liquidation

All distributions in liquidation of the Company or of any Member's interest in the Company shall be in an amount equal to the positive balance in the Member's Capital Account as determined after giving effect to all contributions, distributions and allocations for all periods and all adjustments required by Reg §1.704-1.

8.8 Distributions of Assets in Kind

The Manager may distribute assets in kind. The Manager shall determine the valuation of Company property unless Members holding a majority of the Percentage Interests request in writing that an independent appraisal be made. If an appraisal is requested, the Manager shall select the appraiser and the Company shall pay the cost of the appraisal. The valuation shall be determined by the appraisal.

8.9 Compliance with Subchapter K

The provisions of this Article which relate to allocations of tax items to Members are intended and, if necessary, shall be modified to conform to the provisions of the IRC and the Regs which apply to Partners and Partnerships.

Article 9 - Indemnification

9.1 Indemnification of Manager

The Company shall indemnify and advance expenses to a Manager or officer for amounts paid to or accrued by the Manager or officer in connection with the business of the Company and all losses, expenses, claims, and demands by reason of any act or failure to act, including judgments, settlements, penalties, fines or expenses to the fullest extent allowed by law provided the Manager's or officer's action (or inaction) does not:

- (a) violate the terms of this Agreement or any other agreement between the Manager or officer and the Company; or
- (b) result in the receipt of a financial benefit to which the Manager or officer is not entitled.

9.2 Indemnification of Employees and Agents

The Company may, in the discretion of the Manager, indemnify an employee or other agent of the Company for amounts paid or accrued by the employee or agent in connection with the business of the Company and losses, expenses, claims, and demands by reason of any act or failure to act, including judgments, settlements, penalties, fines or expenses to the fullest extent allowed by law.

Article 10 - Dissolution and Winding Up

10.1 Dissolution of the Company

The Company is dissolved upon the first to occur of the following:

- (a) Consent of the Members to dissolve and liquidate;
- (b) The date on which the Company is dissolved by operation of law or judicial decree; or
- (c) The date on which all or substantially all of the assets of the Company are sold or otherwise disposed of other than in the ordinary course of business.

10.2 Winding Up and Distribution.

- (a) Upon the dissolution of the Company, the Manager shall within a reasonable period of time wind up the business and affairs of the Company and file the appropriate notice of dissolution. While winding up the Company affairs, the Manager shall continue to exercise all of the powers granted in this Agreement.
- (b) In connection with the winding up, the Company's assets shall be disposed of in the following order of priority:
 - (i) Pay the debts and liabilities of the Company and the expenses of winding up;
 - (ii) Set up any reserve which the Manager deems reasonably necessary to meet the Company's obligations provided that the balance of the reserve remaining after payment of those obligations shall be distributed under sections (iii) and (iv);
 - (iii) Distribute the balance of the assets, if any, to the Members of all classes), first in accordance with the positive balance in their Capital Accounts after giving effect to all contributions, distributions and allocations for all periods, then, if there are any remaining assets, according to their relative Percentage Interests in the Company.

10.3 Source of Return of Capital

Upon dissolution, a Member may look solely to the assets of the Company for the return of the Member's capital, and is entitled only to a cash distribution in return for the Member's capital, unless otherwise allowed by the Manager, in the Manager's sole discretion. If the Company's assets remaining after the payment or discharge of the Company's obligations are insufficient to return the Member's capital, the Member has no recourse against the Manager, the Company or any other Member.

Article 11 - Books and Records

11.1 Records Kept

The Manager shall maintain at the Company's registered office, the following records:

- (a) A current list of the full name and last known address of each Member and Manager;
- (b) A copy of the Articles of Organization and any amendments;
- (c) Copies of the Company's federal, state and local tax returns and reports for the three most recent years;
- (d) Copies of any financial statements of the Company for the three most recent years;
- (e) Copies of all operating agreements and amendments; and
- (f) Copies of records that would enable a Member to determine each Member's share of the Company's distributions and each Member's voting rights.

11.2 Right to Information

Upon reasonable written request and during ordinary business hours, a Member or a Member's designated representative may inspect and copy, at the Member's expense, any of the Company's records described in Section 11.1. Upon written request of a Member, the Company shall mail to the Member a copy of the Company's most recent annual financial statement and of its most recent federal, state and local income tax returns and reports.

11.3 Tax Information

Information relating to the Company that is reasonably necessary for the preparation of the Members' federal income tax returns shall be prepared at Company expense and distributed to the Members within 75 days after the end of each fiscal year of the Company.

Article 12 - General

12.1 Arbitration

If there is a tie vote among the Members or persons serving as Manager, or a dispute as to the interpretation of this Agreement, a Manager or any Member may make a written demand for arbitration under this Section. The parties shall attempt to agree on the selection of a single arbitrator to be hired for the purpose of breaking the tie, and whose determination is binding on all parties. If the parties are unable to agree on the selection of a single arbitrator within 15 days after the demand, each party shall appoint an arbitrator within 15 days. The two arbitrators shall then select a third arbitrator within 15 days of their appointment. If any party fails to appoint an arbitrator within the allotted time, there shall be only one arbitrator, the one selected by the other party. Each party shall bear the cost of the arbitrator that party selects. The parties shall equally bear the cost of the third arbitrator (or a single arbitrator if only one arbitrator is selected). The arbitrators shall reach their decision within 90 days after the appointment of the last

arbitrator. The tie shall be broken and the interpretation or determination shall be made under the commercial arbitration rules of the American Arbitration Association as modified by this Section. The arbitration award is enforceable as a judgment of any court having proper jurisdiction.

12.2 Proper Notices

All notices and other communications required or permitted under this Agreement shall be in writing and deemed to have been given if mailed, postage paid, transmitted by facsimile, personally delivered or delivered by a commercial delivery service, to the address listed on Schedule A, or to any other address of which the party has given written notice.

12.3 Integration

This Agreement is the entire agreement between the parties as to its subject matter.

12.4 Amendments

Any amendment, modification or waiver of this Agreement must be in writing and signed by the requisite number of Members.

12.5 Severability

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be unenforceable, this Agreement shall continue in full force and effect without the provision.

12.6 Benefit

This Agreement is binding upon and inures to the benefit of the parties and their personal representatives, successors and permitted assigns.

12.7 Captions

Captions contained in this Agreement are for reference and in no way define, limit or extend the Agreement or the intent of any of its provisions.

12.8 Counterpart

This Agreement may be executed in counterparts, each of which is enforceable against the party executing it. All of the counterparts shall constitute one instrument.

12.9 Rights and Remedies

The rights and remedies provided by this Agreement are cumulative.

12.10 Attorney Fees

The prevailing party in any litigation or arbitration involving this Agreement shall be entitled to recover, in addition to any other relief obtained, the costs and expenses, including reasonable attorney's fees and expenses, incurred by the prevailing party.

12.11 Applicable Law

This Agreement is deemed to have been made in Lansing, Michigan and shall be governed by and construed in accordance with the laws of the State of Michigan. The parties waive personal service of process and consent to all service of process being made by registered mail, directed to the parties at their addresses as set out on the attached Schedule A, as it may be amended from time to time, or any other address of which the parties has been given written notice. Service by registered mail shall be deemed completed five business days after deposit in the U.S. mail, postage prepaid. Any action brought which relates in any way to this Agreement, shall be brought in the court of appropriate jurisdiction in Ingham County, Michigan. The parties consent to jurisdiction and waive all claims of improper venue and forum non conviens.

12.12 Creditors

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or the creditor of any Member.

12.13 Index to Defined Terms

The following terms are defined in the following Sections of the Agreement:

(a) Act.....	Opening Paragraph
(b) Affiliate	Section 14.3
(c) Agreement.....	Opening Paragraph
(d) Assignee	Section 3.8
(e) Capital Account	Section 7.3
(f) Class A Members	Opening Paragraph
(g) Company.....	Opening Paragraph
(h) Investor	Section 14.1
(i) IRC.....	Section 3.10
(j) Manager.....	Section 1.1
(k) Members	Opening Paragraph
(l) Percentage Interest	Section 7.1
(m) Regs.....	Section 7.8
(n) Triggering Event.....	Section 3.4

Article 13 - Conflicts of Interest

13.1 Company Counsel

The parties acknowledge that Foster Zack & Lowe, P.C. ("Counsel") has prepared the rough draft of this Agreement at the request of the Class A Members on behalf of the Company. Counsel represents only the Company and not the individual Members.

13.2 Conflicts of Interest

Each Member was advised by Counsel that a conflict of interest exists among the Members' individual interests and that they should seek the advice of independent

counsel. Each Member has had the opportunity to seek the advice of independent counsel and has elected to do so or declined to do so without influence from any other party.

13.3 Waiver

Each party to this Agreement has the information necessary to make an informed decision regarding this Agreement. Each party to this Agreement waives all claims against Counsel and its individual attorneys regarding any possible conflict of interest regarding this Agreement and its preparation.

Article 14 - Investors

14.1 Subscription

Prior to being admitted as a Member, each investor (other than the initial Class A Members) ("Investor") shall execute a Subscription Agreement in the form of attached Exhibit A.

14.2 Representations of Investors

Each Investor represents and warrants to the Company, the Manager and the other Members that:

- (a) The Investor is acquiring a membership interest based upon the Investor's own investigation. The exercise by the Investor of the Investor's rights and the performance of the Investor's obligations under this Agreement will be based upon the Investor's own investigation, analysis and expertise.
- (b) No person has made any statement or representation to the Investor regarding any fact relied upon by the Investor in executing this Agreement, and the Investor has not relied upon any statement, representation or promise of any other person in executing this Agreement.
- (c) The Investor is acquiring a membership interest in the Company for investment, solely for the Investor's own account, with the intention of holding the membership interest for investment, and without any intention of participating directly or indirectly in any redistribution or resale of any portion of the membership interest in violation of the Securities Act of 1933, as amended ("1933 Act"), or any applicable state securities law.
- (d) The Investor acknowledges that the membership interest in the Company has not been registered under the 1933 Act or the securities laws of any state, in reliance upon exemptions contained in the 1933 Act and state securities laws and that the Company will not and has no obligation to register the membership interests in the Company under the 1933 Act or any state securities law. The Investor's representations and warranties contained in this Section have been relied upon by the Company and by the Manager and the other Members as the basis for exemption of the issuance and/or transfer of the membership interests in the Company from the registration requirements of the 1933 Act and all applicable state securities laws.

14.3 Confidential Information

Each Investor acknowledges that:

- (a) as a Member the Investor has been and will be afforded access to Confidential Information;
- (b) public disclosure of the Confidential Information could have a material adverse impact on the Company; and
- (c) as a result of the Member's access to the Confidential Information, the Member will attain substantial technical expertise, skill and knowledge with respect to the Company's business. As used in this Agreement, "Confidential Information" means any information, knowledge or data of any nature and in any form (including information that is electronically transmitted or stored) relating to the past, current or prospective business or operations of the Company and its Affiliates, that is not generally known to persons engaged in businesses similar to those conducted or contemplated by the Company and its Affiliates (other than information known by the persons through a violation of an obligation of confidentiality to the Company), whether produced by the Company and its Affiliates or any of their consultants, agents or independent contractors or by the Investor, and whether or not marked confidential, including without limitation information relating to the Company's or its Affiliates' products and services, business plans, business acquisitions, processes, product or service research and development methods or techniques, inventions and improvements, training methods and other operational methods or techniques, quality assurance procedures or standards, operating procedures, files, plans, specifications, proposals, drawings, charts, graphs, support data, trade secrets, supplier lists, supplier information, purchasing methods or practices, distribution and selling activities, consultants' reports, marketing and engineering or other technical studies, maintenance records, employment or personnel data, marketing data, strategies or techniques, financial reports, budgets, projections, cost analyses, price lists and analyses, employee lists, customer lists, customer source lists, proprietary computer software, and internal notes and memoranda relating to any of the foregoing. The term "Affiliate" means, with respect to any person, any natural person, partnership, limited partnership, limited liability company, trust, estate, association, corporation or other entity that directly or indirectly controls, is controlled by, or is under common control with that person. The term "control" means either
 - (i) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise, or
 - (ii) a direct or indirect equity interest of 10% or more in the entity.

14.4 Non-Disclosure

Each Investor agrees that both during and after the period of time the Investor owns a membership interest, the Investor shall not, without the Company's prior written consent or as may be required by law or legal process, disclose to any person (other than the Company), or use for any purpose other than for the exclusive benefit of the Company, any Confidential Information. Upon transfer of the Investor's membership interest, the

Investor shall promptly deliver to the Company any Confidential Information in the Investor's possession (including any duplicates) along with any related notes or other records. In the event that the provisions of any applicable law or the order of any court would require any Investor to disclose any Confidential Information, the Investor shall give the Company prompt prior written notice of the required disclosure and an opportunity to contest the disclosure or apply for a protective order with respect to the Confidential Information. Each Investor agrees that disclosures made by the Company or its Affiliates to governmental authorities, to its customers or potential customers, to its suppliers or potential suppliers, to its employees or potential employees, to its consultants or potential consultants or disclosures made by the Company or its Affiliates in any litigation or administrative or governmental proceedings shall not mean that the matters disclosed are available to the general public and shall not limit the Company's authority to determine whether or not any the information has been disclosed.

14.5 Non-Solicitation.

- (a) Employees. During the period of time an Investor owns a membership interest and for a period of five years thereafter, the Investor will not directly or indirectly:
- (i) solicit or encourage any employee of the Company or any of its Affiliates to terminate employment;
 - (ii) otherwise disrupt the employee's relationship with the Company or its Affiliates; or
 - (iii) employ or offer employment to any person who is or was employed by the Company or an Affiliate.
- (b) Customers. During the period of time an Investor owns a membership interest and for a period of two years thereafter, the Investor shall not solicit or attempt to induce any past, current or potential customer of the Company or its Affiliates to:
- (i) cease doing business in whole or in part with or through the Company or its Affiliates or otherwise disrupt any previously established relationship existing between the customer and the Company or its Affiliates; or
 - (ii) do business with any other person which performs services materially similar to or competitive with those provided by the Company or its Affiliates.
- (c) Other Business Relationships. During the period of time an Investor owns a membership interest and for a period of two years thereafter, the Investor shall not solicit or attempt to induce any person who has any other business relationship with the Company or its Affiliates, or who on the date the Investor ceases to be a Member is engaged in discussions or negotiations to enter into a business relationship with the Company or its Affiliates, to discontinue or reduce the extent of the relationship with the Company or its Affiliates.

14.6 Non-Competition

No Investor, so long as the Investor is a Member of the Company and for a period of two years thereafter, shall, directly or indirectly, have any interest in any business (whether as an employee, officer, director, agent, security holder, creditor, consultant or otherwise) which engages in any activity within the county where the Company's principal business activities are located (and/or contiguous counties) that is the same as, similar to or competitive with any activity engaged in by the Company, except for: (a) the

ownership of shares of mutual funds which invest in entities engaged in competitive activities, so long as the indirect ownership amounts to no more than 5% of a competing entity; and (b) any other activities to which the Manager consents, which consent shall not be unreasonably withheld.

14.7 Reasonableness of Covenants

Each Investor agrees that the covenants set out in Sections 14.3 through 14.6 are essential elements of this Agreement, and but for each the Investor's agreement to comply with the covenants, the Company and the other Members would not have entered into this Agreement. Each Investor acknowledges that the time, scope, geographic area and other provisions of Sections 14.3 through 14.6 have been specifically negotiated at arm's length by sophisticated commercial parties with peculiar knowledge of the Company's business and agrees that all the provisions are reasonable under the circumstances and necessary for the protection of the Company's legitimate business interests. Each Investor has independently consulted his or her respective legal counsel and has been advised in all respects concerning the reasonableness and propriety of the covenants.

14.8 Remedies

Each Investor agrees that the Investor's obligations under Sections 14.3 through 14.6 relate to unique and extraordinary matters and that a violation will cause the Company irreparable injury for which adequate remedies are not available at law. Each Investor further agrees that if, at any time, a court of competent jurisdiction holds that any portion of Sections 14.3 through 14.6 is unenforceable, the provision shall be modified, but only to the extent necessary to make it enforceable. In the event of an Investor's breach (or threatened breach) of any of the covenants in this Sections 14.3 through 14.6, the Investor agrees that the Company will:

- (a) be entitled to an injunction, restraining order or the other equitable relief restraining the Investor from violating the covenants without requiring the Company to post any bond or surety; and
- (b) have no further obligation to make any distribution to the Investor until the Company is dissolved and liquidated (subject to the Company's right of set off for damages, costs and expenses incurred by the Company as a result of the breach). These remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity, including, but not limited to, recovery of costs and expenses (including reasonable attorneys' fees) and actual damages sustained by the Company as a result of any breach.

14.9 Exception

The Class A Members may, notwithstanding the existence of this Agreement, engage in whatever activities they choose, without incurring any obligation to offer any interest in the activities to the Company or any Member. As a material part of the consideration for the execution of this Agreement by the Class A Members, each Investor waives any the right or claim of participation.

Article 15 - Single Member

15.1 Single Member

If at any time the Company has only one Member, the following provisions shall apply:

- (a) The Member shall serve as Manager of the Company.
- (b) The Member may transfer all or any portion of the Member's interest to one or more transferees in one transaction (whether by assignment, intestacy, will or otherwise). The provisions of Article 3 shall attach to all membership interests immediately after that transaction.
- (c) All profits and losses will be allocated to the Member. Articles 7 and 8 and any other Section in this Agreement that refers to the provisions of Subchapter K of the IRC or the Regulations promulgated under Subchapter K that apply to Partners and Partnerships will not be applicable.
- (d) This Agreement will not fall within the statutory definition of an "operating agreement". However, it is the intent of the parties that this Agreement be subject to the requirements of the Act that deal with "operating agreements" and therefore, to the extent applicable, those provisions are incorporated by reference. The parties executed this Agreement on the date stated on the first page.

Article 16 – Officers

Chairman of the Board

The Chairman of the Board is responsible for the appointment of Officers on the Board of Chiefs. The Chairman is responsible for the agenda of activities to lead the actions of the Board of Chiefs. The Chairman may hire and release employees and individual subcontracted services and otherwise sign on Authority as Chairman to enter and exit contractual engagements where said contracts are subject to review and authority of the Majority Manager(s).

Board of Chiefs

The day to day operations of the Interstate Traveler Company will be governed by a Board of Chiefs appointed by and reporting to the Managers. The Chiefs will act under a contractual relationship and will not be employees. The Chiefs are as follows:

- a) CEO – Chief Executive Officer
- b) CAO – Chief Administration Officer
- c) CDO – Chief Development Officer
- d) CCO – Chief Communications Officer
- e) CFO – Chief Financial Officer
- f) CLO – Chief Labor Officer
- g) CTO – Chief Technology Officer
- h) COO – Chief Operations Officer
- i) CCH – Chief Company Historian

j) CIO – Chief Information Officer

Board of Presidents

The Manager, CEO and/or the Board of Chiefs may from time to time appoint scientific experts to the Board of Presidents who will work to ensure the activities of the company can maximize technological advantages in all known sciences where ever possible.

Current Authorized Titles:

1. Senior Vice President of North American Native People
2. Senior Vice President of Asian / American Academic Relations
3. Senior Vice President of Geological Sciences
4. Senior Vice President of Mechanical Engineering
5. Senior Vice President of Electrical Engineering
6. Senior Vice President of Electronics and Processing
7. Senior Vice President of Global Cultural Relations

Regional Advocates

The Manager, CEO and/or the Board of Chiefs may from time to time appoint Regional Advocates to maintain company relations and communications with decision makers in area defined by the Board of Chiefs called a “Region”. The Regional Advocates may have compensation agreements which will pay royalties to the Regional Advocate for successful system sales and operations in said Region as well as royalties on investment dollars recruited.

Executive Assistants

Chief Engineer

Director of University Relations

The Signature Page follows this page.

This portion of this page is intentionally left blank.

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

- 1. **Justin E. Sutton** **Founder/Manager/Chairman**
- 2. **H. Frank Sutton** **Co-Founder/Manager/Senior Advisor**
- 3. **Lark Samouelian** **Co-Founder/Manager/Chief Administrative Officer**
- 4. **William C. Brooks** **Manager**
- 5. **Jay C. Wilber** **Manager**
- 6. **Laurie Moncrieff** **Manager**
- 7. **E. Lewis Magee** **Manager**
- 8. **Jim M. Jung** **Manager**
- 9. **James B.F. Griffin** **Manager**
- 10. **David Farlow** **Manager**
- 11. **OrDean Moen** **Manager**
- 12. **Tom Curtis** **Manager**

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) _____

Address: _____

Signed: _____ Date: _____

Notary of the Public:

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

Notary Signature: _____ Date: _____

This page is number 27 of 32 which is the final page of this Membership based Operating Agreement for the Interstate Traveler Company, LLC. The pages 27 through 32 comprise the Subscription Agreement to subscribe to ownership in the Interstate Traveler Company, LLC.

“Exhibit A”

Confidential Subscription Agreement of the Interstate Traveler Company, LLC
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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;

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_____ (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.

OR

(e) 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.

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3.9 The Investor is aware that no federal or state agency has made any finding or determination as to the fairness for public or private investment, nor any recommendation or endorsement, of the Membership Interests as an investment.

3.10 The Investor is aware that as a member of the Company, the Investor will more than likely not have any right to participate in the management of the Company, and will have extremely limited rights, if any, in determining policy of the Company.

3.11 The Investor acknowledges that no assurances have been made regarding the income tax consequences of an investment in a Membership Interest.

3.12 The Investor has received no representations from the Company or its employees or agents. In making a decision to become an Investor, the Investor has relied solely upon the Investor’s review of the Operating Agreement and independent investigations made by the Investor as mentioned in paragraph 3.8 above, without the assistance of the Company.

3.13 The Investor understands and agrees that, in addition to other transfer restrictions contained in the Operating Agreement, the following restrictions and limitations are applicable to the purchase and resale, pledge, hypothecation or other transfer of a Membership Interest: (a) The Investor’s Membership Interest will not be sold, pledged, hypothecated or otherwise transferred unless registered under the Act and applicable state securities laws or unless an exemption from registration is available; (b) Legends indicating the restrictions on transferability have been placed in the Operating Agreement and will be placed on any certificate or other document evidencing the Membership Interests; and (c) Stop transfer instructions have been or will be placed with respect to the Membership Interests so as to restrict the resale, pledge, hypothecation or other transfer of the Membership Interests.

3.14 The Investor further understands that the exemption provided by Rule 144 under the Act will not generally be available because of the conditions and limitations of such Rule, that disposition by the Investor of any portion of the investment may require compliance with some other exemption under the Act, and that the Company is under no obligation to take any action in furtherance of making the exemption under Rule 144 or any other available exemption.

3.15 If the Investor is a corporation, partnership, limited liability company, trust or estate, it was not formed for the specific purpose of investing in a Membership Interest, and the person signing below on behalf of the Investor has all right and authority, in that person’s capacity as an officer, general partner, trustee, executor or other representative of the corporation, partnership, limited liability company, trust or estate, as the case may be, to make a decision to invest in the Membership Interest and to execute and deliver this Subscription Agreement on behalf of the Investor, and this Subscription Agreement is a valid and binding agreement enforceable in accordance with its terms.

3.16 With respect to the Company and its business, the Investor acknowledges and understands the following:

(a) There is no accurate or proven information that would prove reliable in predicting the operating performance of the Company. Consequently, the Company, and any investment in the Company, will be subject to the risks inherent in the creation and

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marketing of a new business, and there is no assurance that the Company will be able to operate profitably.

(b) There is no assurance that the Company will be able to identify and/or implement successful strategies to successfully operate its business in the targeted community, and, even if successful, there can be no assurance that it will prove to be profitable.

(c) Any projected financial statements, schedules and/or other information of the Company reviewed by the Investor illustrate to the best knowledge and belief of the Company the expected results of its operations. However, some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the date of this Subscription. Therefore, the actual results may vary substantially from the projections and these variations may be material. Any such financial statements, schedules and other information are only predictions of future events and should not be relied upon to indicate the actual results that will be obtained. The Investor acknowledges that any forecasts of possible future economic results are purely speculative and that there is no way to predict whether the Company can or will ever achieve such projections.

(d) Because the Company's business will involve **public infrastructure** services, it will potentially be subject to significant regulatory requirements of federal, state and local governmental agencies and independent professional organizations and accrediting bodies, technological advances and changes in treatment modes, various competitive factors and changes in third party reimbursement programs. Any new, significant legislation or governmental policies affecting the Company's business, including measures designed to stimulate competition, could adversely affect the revenues of the Company.

(e) It is not possible to predict accurately the content of future legislation or regulation or its impact on the Company's ability to manage its business.

(f) The Company's manager and certain other members of the Company

(i) are presently operating and/or in the future may operate , and

(ii) are presently engaged and/or in the future may engage in the management and/or ownership of an entity that operates such a facility.

Those facilities may or may not be located in the same community as the Company's facility. The Investor acknowledges and agrees that the Investor is not and will not be entitled to share in the ownership, profits (if any) and/or other activities with respect to any facility not owned directly by the Company.

(g) The Company will be a partnership for federal and state income tax purposes. There is a significant possibility that the Company could generate income without having the ability to make any distributions to its members to cover the tax liability associated with that income. The Investor acknowledges that the payment of income taxes on any income allocated to the Investor pursuant to the Operating Agreement will be the responsibility of the Investor, regardless of the receipt by the Investor of any distributions from the Company.

3.17 The Investor acknowledges and understands that there are certain events, the occurrence of which will trigger a right of the Company to redeem the Investor's Membership Interest in part or in full. The Investor is taking a Membership Interest subject to those potential rights of the Company.

3.18 The Investor acknowledges and understands that the Operating Agreement contains certain covenants which restrict the Investor from disclosing to third parties certain information

“Exhibit A”

Confidential Subscription Agreement of the Interstate Traveler Company, LLC

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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 ____ day of _____, 2012.
Please clearly print your name and address in the space provided and sign.

Name of Subscriber (please print): _____ **"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) _____

Address: _____

Email: _____ Phone: _____

Subscriber Tax ID _____

The Subscriber Agrees to invest: \$ _____ for _____ Class B Units at \$ _____ / Unit

Subscriber Signed: _____ Date: _____

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 ____ day of _____, 2012

"COMPANY" Interstate Traveler Company, LLC

By:

Justin E. Sutton, Founder and Managing Partner