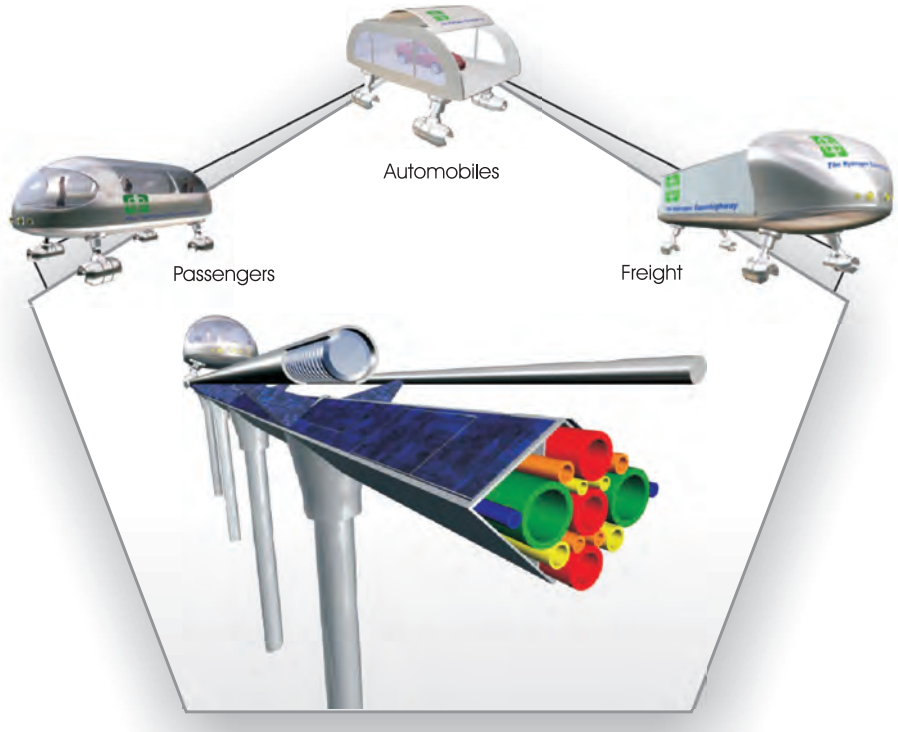
WorldWide Hydrogen Super Highways

Elevated Highspeed Rail Proposal Suite for Greater Cairo Egypt

29 January 2018



- www.InterstateTraveler.us -
- www.ElevatedRailSystems.com -
- www.HydrogenSuperHighway.com -

World Wide Hydrogen Super Highways
Interstate Traveler Co LLC

4990 S OLD US23 HWY - STE A - BRIGHTON - MI - 48114 - USA

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The Interstate Traveler Company is pleased to provide the following route maps with cost & performance analyses for the following three primary proposed rail corridors:

Exhibits:

Revised January 28th 2018

Authored, Typeset & Designed
by
Justin Eric Sutton

Made Possible by the Support of
The Interstate Traveler Company, LLC
Brighton, Michigan USA

World Wide Hydrogen Super Highways
Interstate Traveler Co LLC

4990 S OLD US23 HWY - STE A - BRIGHTON - MI - 48114 - USA

29 January 2018

Honorable Mostafa Madbouly
Minister of Housing, Utilities and Urban Communities
1 Street Ismail Abaza
Cairo, Egypt
info@moh.gov.eg

RE: Egyptian Plans to Build Monorails and Highspeed Rail for Greater Cairo Region

Honorable Minister Madbouly,

It is with great respect and encouragement that we present to you a summary briefing on how the Interstate Traveler Company can help revolutionize the Egyptian Economy. In response to your announcement to build new Monorail and HSR trains for Cairo Egypt we hereby present an unconventional solution which will bring with it a revolution in industrial and economic development for Egypt. Please find herein supplied four unique spreadsheets for each of three primary route proposals. The four spreadsheets are as follows:

1. HSH Project Summary
2. HSH Cost Model
3. HSH ROI Model
4. HSH Energy Projections

We hope you will invest the time to examine these projections in detail and see how and why we are able to provide extremely accurate cost/performance models for systems of any size, configuration and usage capacity along with easily modified criteria to recalculate costs and ROI projections. You will see that the cost / KM does vary from system to system as each one has a different number of transports and stations. The cost models herein contain only consideration for the HSH rail infrastructure system and do not include land acquisition costs for the necessary Right of Way. Cost for Air and Sea Port land acquisition is lumped into line item.

By going forward with the HSH, Egypt will reap a multitude of benefits including:

1. Domestic Production: Establishing new factories in Cairo to build HSH systems creates a foundation for long term employment for thousands of people. The HSH rail infrastructure system is optimized for factory production rates and quality assurance. By choosing the HSH you will insure that Cairo will get the best most advanced infrastructure system and the ability to domestically continue expansion of the network from projected revenues.

2. Seamless Multi-modal Transportation/Pipeline System: The HSH fully embedded public utility network will safely supply water, electricity, fiber-optics, and pipelines for Hydrogen, Oxygen, Natural Gas, grey water, etc. The HSH rail structure is designed to operate in the worst conditions on the planet so it is an ideal 'Sand Proof' rail system, providing transportation for People, Cars and Standard ISO 40' Shipping Containers ensures that all future needs are met.

3. Agricultural Production: As a national system, the benefits for agriculture are unmatched with the ability to deliver large quantities of water to any place along the route and quickly deliver agricultural products to the entire region giving people fresher food delivered faster.

4. Revenue Share: The HSH Public Private Partnership establishes a revenue share system for the National and Provincial governments to receive direct payments quarterly. Revenue estimates show that an initial system costing $1B USD will net $152M/Year in revenue share to the government and will continue to increase as more rail is built and the economy grows with it. The provision of reliable transportation stabilizes economic growth and also stabilizes municipal revenues for vital public services. The Public Private Partnership we propose will enable full 3rd Party Financing to remove any requirement for tax subsidy for construction, operations or expansion. We offer a full 50% revenue share to the Municipality granting right of way.

5. Large Scale Long-term Employment: The creation of an estimated 30 full time jobs per every kilometer installed in a dense urban environment yields a projected 3,000 jobs for every 100KM. Many more jobs will be created in the construction of the Traveler Stations along the route. Long term employment from construction and operations of our rail system will lead to sustained regional economic development as well as stabilization of property values.

6. HSH Revenue Model: The HSH Public Private Partnership and return on investment model is established upon the following primary deliverables:

Primary Deliverables		
Rapid Transit	=	$ /minute
Advertising	=	$ /sign
Commercial Space	=	$ /Ft^2
Commercial Freight	=	$ /Ton-mile
Hydrogen	=	$ /kilogram
Electricity	=	$ /kilowatt
Energy Storage	=	$ /kilowatt
Fiberoptics	=	$ /bandwidth
Fuel pipelines	=	$ /gallon or Ft^3
Liquid waste	=	$ /barrel
Pure Water Production	=	$ /liter
Internet / Telecom	=	$ /minute

7. Magnet for International Investment and Tourism: The presence of reliable transportation and infrastructure that is safe and available 24/7 will insure local and regional economic cooperation for the benefit of all and will attract greater international investment. Now is the time for a leap forward in technology as Egypt is experiencing record international investment. The increase in local land values may exceed 200% in some locations and in some places much more.

8. Safety: The HSH is designed to operate without failure from normal use even under the most extreme environmental conditions. We here present a rail-bound elevated rail infrastructure system that will exceed all prior existing safety standards that may exist for traditional railway and monorail systems. The HSH is also the only system that proposes to include specific emergency response vehicles that can provide emergency medical services at any point along the route.

9. Energy Security: The HSH built-in solar-powered electrical distribution system will provide much needed electrical production, storage and distribution reliability for the entire region.

The Interstate Traveler Company is structured to employ international franchise model called a Regional Director Agreement that will lease, for a fee, the limited rights to build, own and operate our rail technology in a Region such as a City, Province, State or Country. It is ideally structured for full disclosure government officials on rights and obligations and is ideally granted to an existing successful construction management firm in-country. The attached sample Regional Director Agreement would be offered to existing top industrial contractor / construction management firm in Egypt or be assigned to a newly formed Egyptian business entity with full disclosure.

We have a proposals in waiting around the world for the construction of our first system before they grant right of way. If Egypt is the first country to take the lead internationally diplomatic leadership from around the world will come to Egypt to ride the HSH before approving orders in said countries even as Egypt will take the lead for production and export of HSH Rail to neighboring countries.

We are prepared to request full funding support for the HSH system in Cairo once we get an initial non binding official letter of interests from the Government of Egypt

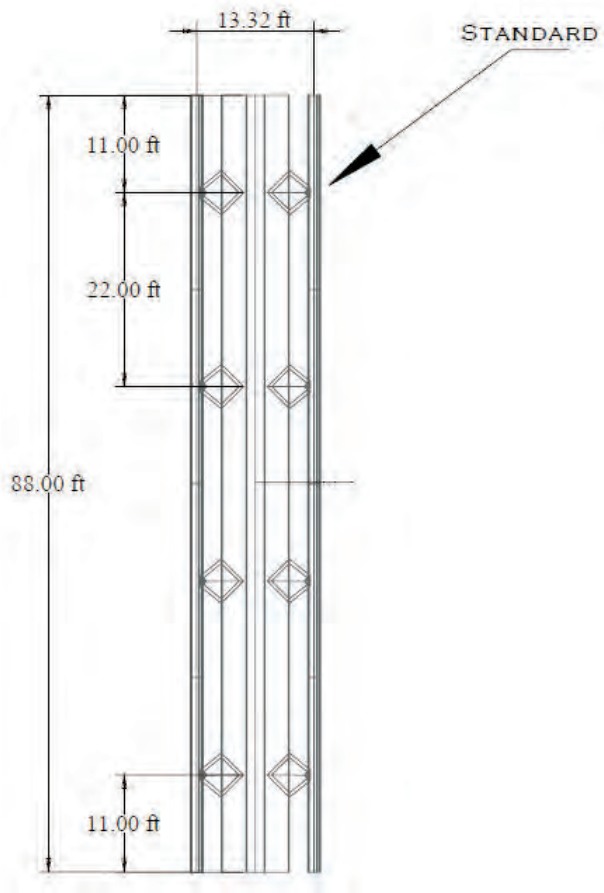
We provide this proposal publicly and acknowledge the existing criteria for providing examples of previous constructions as our company is working to build our first system now. We have full written support to build our first demonstration system in the State of Indiana and efforts are being made now to organize funding that enterprise.

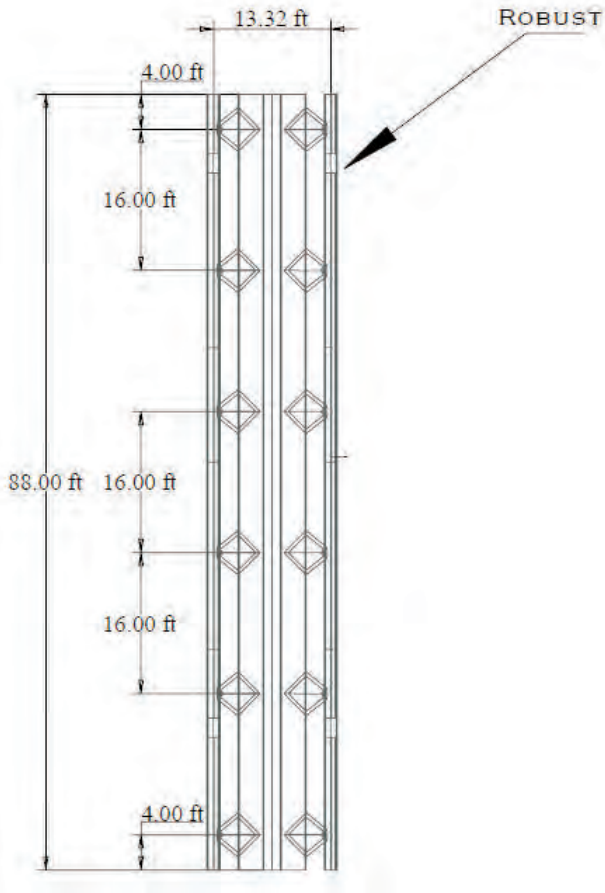
In full sight of the long term investment of building monorails and high speed rail systems, we hope you and your team will see the long term benefits designed into the HSH and consider our proposals here attached and forward to our main office a letter of interest.

Respectfully

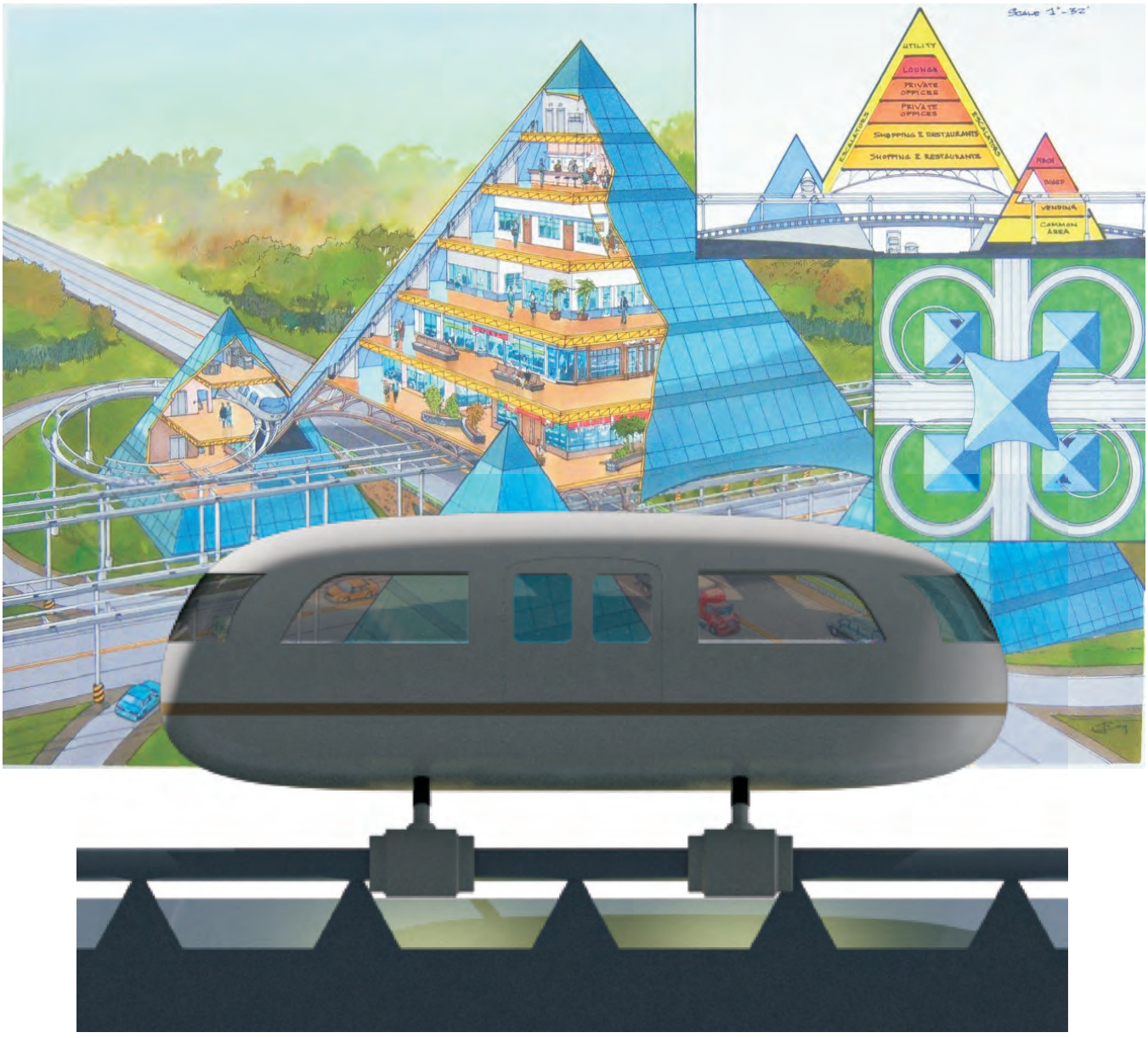
Justin Sutton
Founder and Managing Partner
Interstate Traveler Company LLC
313.910.9711
Justin@InterstateTraveler.us

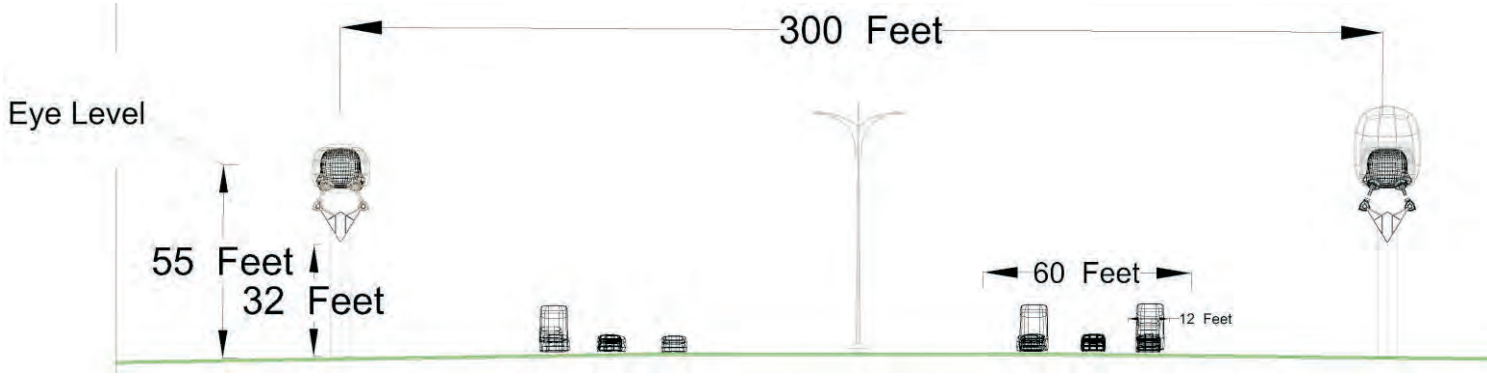
INTERSTATE TRAVELER COMPANY



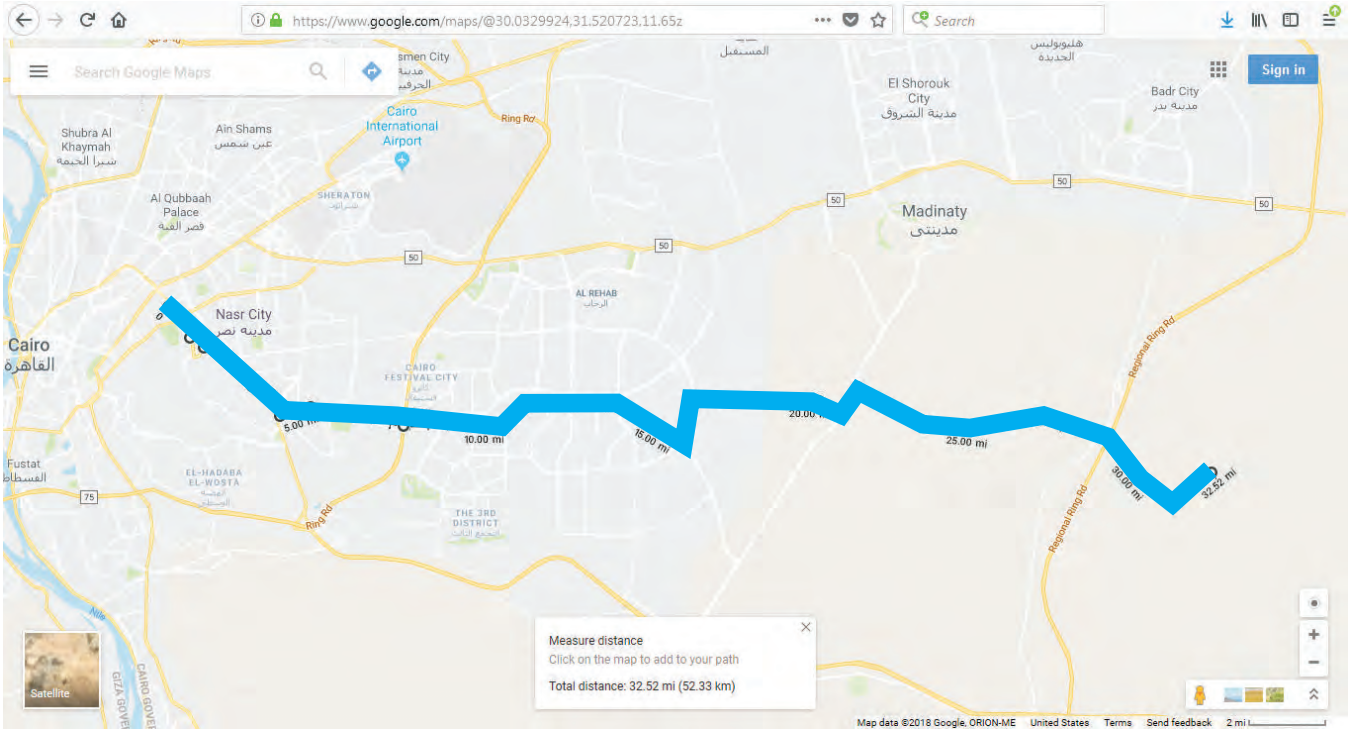


HSH Pyramid Complex for Highway Interchange
Concept Art for Design Consideration
Solar PV Glass Surface





Nasr City - New Cairo City - New Administrative Capital



	A	B	C	D	E	F
1	**Interstate Traveler Company, LLC**					
2	*HSH Nasr City to NAC 52KM*		Total KM of Primary Rail	52		
3			Edit Values in Yellow to Recalculate			
4	**Project Summary and Analysis Tool**					
5	Total Miles (Including Side Track and Main Line)		40.24			
6	Total Kilometers (Including Side Track and Main Line)		64.80			
7	Total Pedestrian Passenger Transports		22			
8	Total Simultaneous Passenger Capacity		2,000			
9	Total Car Transports		20			
10	Total Freight Transports		0			
11	Total Square Feet of Solar (Rail)		3,399,543	pv-sqft		
12		*Total Area of PV in Acres:*	78	/acres		
13	Total Watts / Square Feet		20			
14	Total Watts / Hour		67,990,856			
15	Total Solar Hours		6			
16	Total Watts per Day		407,945,134			
17	Total Watts per Year		148,899,973,939			
18	Total KW per Year		148,899,974			
19	Average Value / Kw		$0.10			
20		*Average Annual Kw Value*	*$14,889,997.39*	/year		
21	Total Cost for System		$1,011,067,506.88			
22	Projected Annual Revenue		$305,167,200.00	(Fairbox, Rent, Advertising only)		
23	Return on Investment (after operational 100% Rev)		3.31	Years		
24	Return on Investment (after operational 50% Rev)		6.63	Years -ROI		
25	Return on Investment (50% Rev +Startup Time)		7.68	Years		
26	Public Share on Public ROW		50%			
27		*Projected Annual Income (Private)*	*$152,583,600.00*			
28		*Projected Annual Public Share*	*$152,583,600.00*			
29	**Total Expected Direct Employment**		**865**	JOBS Hospitality and Concierge		

Interstate Traveler Co. LLC

January 12, 2018

Installation Analysis - Nasr City to New Administrative Capital 52KM | 52 | *Total KM*

1 mile = 5,280 feet | 1 Kilometer = 3278 feet

32.31 miles

Rail and Utility Substation Costs/Kilometer

HSH Elevated Rail Structure + Fractional Utility Substation Costs / Kilometer	$12,161,535.60
Section Length (Feet)	88
Cost per Lineal Foot	$3,710.05

Rail Installation Check List

20 *Enter Watts/SqFt value for Solar Panels here*

Qty	Units	Description	Cost	Amount
52.00	Kilometer	Nasr City to New Administrative Capital 52KM	$12,161,535.60	$632,399,851.20
12.80	Kilometer	Sidetrack to access to Traveler Stations	$12,161,535.60	$155,667,655.68
32.31	Miles	Essential Lineal Parallel Track		
		Stations and Terminals		
2	Each	Grand Terminal Stations	$20,000,000.00	$40,000,000.00
20	Each	Cloverleaf Stations "Traveler Station"	$3,000,000.00	$60,000,000.00
10	Each	Car Ramp for Car Ferry w/ Parking Structure	$1,200,000.00	$12,000,000.00
-	Each	Basic Access Point, parking, freight access, etc	$500,000.00	$0.00
1	Each	HSH Service Station + Staging Area Budget	$20,000,000.00	$20,000,000.00
-	Each	Air and Sea Port Construction / Integration	$60,000,000.00	$0.00
		Transports		
2	Each	Grand Public Car (GPC)	$8,000,000.00	$16,000,000.00
20	Each	Commuter Public Car	$2,000,000.00	$40,000,000.00
-	Each	Freight Car	$1,500,000.00	$0.00
20	Each	Car Ferry	$1,500,000.00	$30,000,000.00
1	Each	Medical Transport	$5,000,000.00	$5,000,000.00

22	Total Commuter Cars	**Total Cost for Interstate Traveler Installation**	**$1,011,067,506.88**	
20	Total Car Ferry	Cost of Steel at 1200 dollars per ton at 30 tons per section	$127,482,854.40	14%
42	Total Transports	**Balance**	**$883,584,652.48**	87%
32	Total Stations			
1.28	Total Cars / Station			
64.8	Total Kilometers			
40.2	**Total Miles**			
0.495	Stations / Essential Lineal Mile			
1.04	Cars/mile			
41	Total Cars			

Cost per Kilometer Complete System	$15,602,893.62
Cost per Mile Complete System	$25,125,432.57

Interstate Traveler Co. LLC

January 12, 2018

Return on Investment - Nasr City to New Administrative Capital 52KM

Rail Return On Investment via Fairbox Collections, Freight, Rent, Advertising

Grow budget by X percent: 0%

			40.24	Total Miles of Track
	Steps:		64.80	Total KM of Track
8	1	Passenger Fee / Minute	$0.50	
9	2	Car Transport Fee / Minute	$5.00	
10	3	Freight Fee / Ton Mile	$1.00	Ton Mile
11	4	Total Tonnage Per Freight Transport	10	Tons
12	5	Average Distance in Miles per Ton on Freight	750	Miles
13	6	Number of Freight Cars	0	
14	7	Total Simultaneous Capacity in Tonnage	0	
15	8	Total Ton / Mile in Freight @ 750 Miles	0	Ton/Miles Per Day
16	9	Freight Transports Total Projected Use **Annually**	-	Ton/Miles per Year
17	10	Average Freight Delivery Time of 750 Miles @ 100MPH	7.50	Hours
18	11	Total Number of Freight 7.5 Hour Time Blocks / Day	0	Time Blocks Per Day
19	12	Freight Transports Projected Use as an Average over 24 hours	0%	Percent of Capacity
20	13	Number of Pedestrian Transports	20	
21	14	Passengers Per Car	100	People
22	15	Average Time of Trip for Pedestrian	20	Minutes
23	16	Total Simultaneous Capacity (Pedestrians Only)	2,000	
24	17	Total Number of 20 Minute Time Blocks / Day	72	
25	18	Total Daily Capacity (Average Time * Total Capacity)	144,000	
26	19	Pedestrian Projected Use as an Average over 24 hours	50%	Percent of Capacity
27	20	Pedestrian Total Projected Use **Daily**	72,000	Rides
28	21	Pedestrian Total Projected Use **Hourly**	3,000	
29	22	Pedestrian Total Projected Revenue **Daily**	$720,000.00	
30	23	Pedestrian Total Projected Use **Annually**	26,280,000	Rides
31	24	Pedestrian Total Projected Revenue **Annually**	$262,800,000.00	
32	25	Number of Car Transports	20	
33	26	Average Time of Trip for Car Transport	10	Minutes
34	27	Total Number of 10 Minute Time Blocks / Day	144	
35	28	Car Transports Projected Use as an Average over 24 hours	50%	Percent of Capacity
36	29	Car Transports Total Projected Use **Daily**	1,440	Rides
37	30	Car Transports Total Projected Revenue **Daily**	$7,200.00	
38	31	Car Transports Total Projected Use **Annually**	525,600	Rides
39	32	Car Transports Total Projected Revenue **Annually**	$26,280,000.00	
40	33	Pedestrian Revenue / Trip / Single Pedestrian at $0.5 /minute for 20 minutes	**$10.00**	Fee For Use on a Trip
41	34	Car Transports Revenue / Trip / Single Car Transport at $5 /minute for 10 minutes	**$50.00**	Fee For Use on a Trip
42	35	Efficiency Average Speed Traveled	100	Miles per hour
43	36	Efficiency Possible Distance Covered Traveling at 100mph for 20 minutes	33.3	Miles (Pedestrian)
44	37	**Relative Cost Per Mile Traveled for Pedestrian**	**$0.30**	**Dollars / Mile**
45	38	Revenue All Transports/ Annually	$289,080,000.00	Annual
46	39	Revenue for all Freight Transports	$0.00	Annual
47	40	Advertising Revenue Calculations	$12,031,200.00	Annual
48	41	Rent Revenue Calculations	$4,056,000.00	Annual
49		**Total Annual Revenue for All Transports / Advertising / Rent**	**$305,167,200.00**	Annual
51		**Budget>> Cost for Installation for 40.25 miles**	$1,011,067,506.88	Cost
52		**Total Projected Annual Revenue**	$305,167,200.00	Annual Revenue
53		**Return on Investment at 100% of Revenue**	3.31	ROI in Years if appeared overnight
54		**Enter Debt Service Fund Percentage**	50%	
55		**Total Annual Debt Service Fund (P/P Partnership)**	$152,583,600.00	
56		**Return on Investment using Debt Service Fund**	6.626	Years

Egyptian Pound / Dollar	
	£0.0565
Egyptian Pound / Trip	
	£176.99
	£884.96
	160.90
Egyptian Pound / Mile	
	£0.0170

Interstate Traveler Energy Calculator

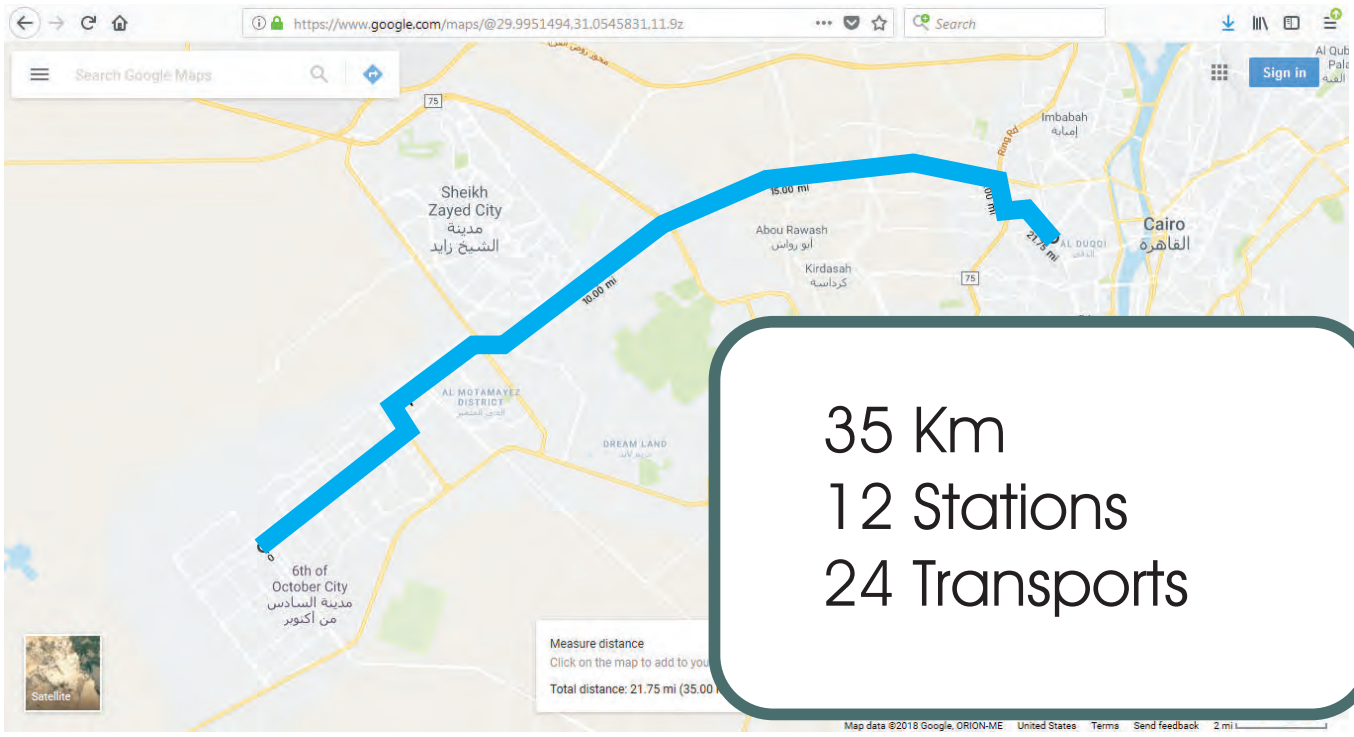
HSH Nasr City to NAC 52KM

1 watt-hour = 3.4121415 Btu

Enter Values in fields marked in Yellow

ITC Rail Combined Wattage Output of Two Parallel Tracks Combined			
	Mile	5,280	ft
	Width (two parallel tracks combined)	16	ft
	Area	84,480	SqFt/mile
	Watts/SqFt (Average 12)	20	watts/SqFt
	Total Watts	1,689,600	Watts/mile/hour
	Total Solar Hours/day	6	Solar Hours/day
	Total Watts/day/mile	10,137,600	watts/day/mile
	Total Miles	40	miles
	Total watts/day/all miles	407,945,134	Total watts/day/all miles
	Total Watts/year	148,899,973,939	Total watts/year
Traveler Stations Combined Wattage Output of Total Roof Mounted PV Grid			
	Total Traveler Stations	22	
	Average Roof Size (PV)	8,000	SqFt Roof-mounted PV Grid
	Minimum watts/SqFt	12	
	Total Watts/hr/station	96,000	
	Total Watts/hr/all stations	2,112,000	
	Total Watts/day/all stations	12,672,000	
	Total Watts/year/all stations	4,625,280,000	
Transports Combined Wattage Output of Total Roof-Mounted PV Grid			
	Total Transports on System	42	
	Total SqFt or roof area	160	SqFt of PV on Roof
	Total SqFt all Transports	6,720	Total SqFt PV
	Minimum watts/SqFt	22	
	Total Solar Hours / Day	8	
	Total Watts/hr/Transport	3,520	
	Total Watts/hr/all Transports	147,840	
	Total Watts/day/all Transports	1,182,720	
	Total Watts/year/all Transports	431,692,800	
Grand Totals of Rail + Stations + Transports + Roof PV Grid Combined			
	Total Watts/year	153,956,946,739	
	Total Kilowatts/year	153,956,947	
	Total Megawatts/year	153,957	
	Total GigaWatts/year	154	
	Total Terawatts/year	0	
	Value of a Kilowatt	$0.10	
	Total Electrical Output Value	$15,395,694.67	

6th of October City to Cairo



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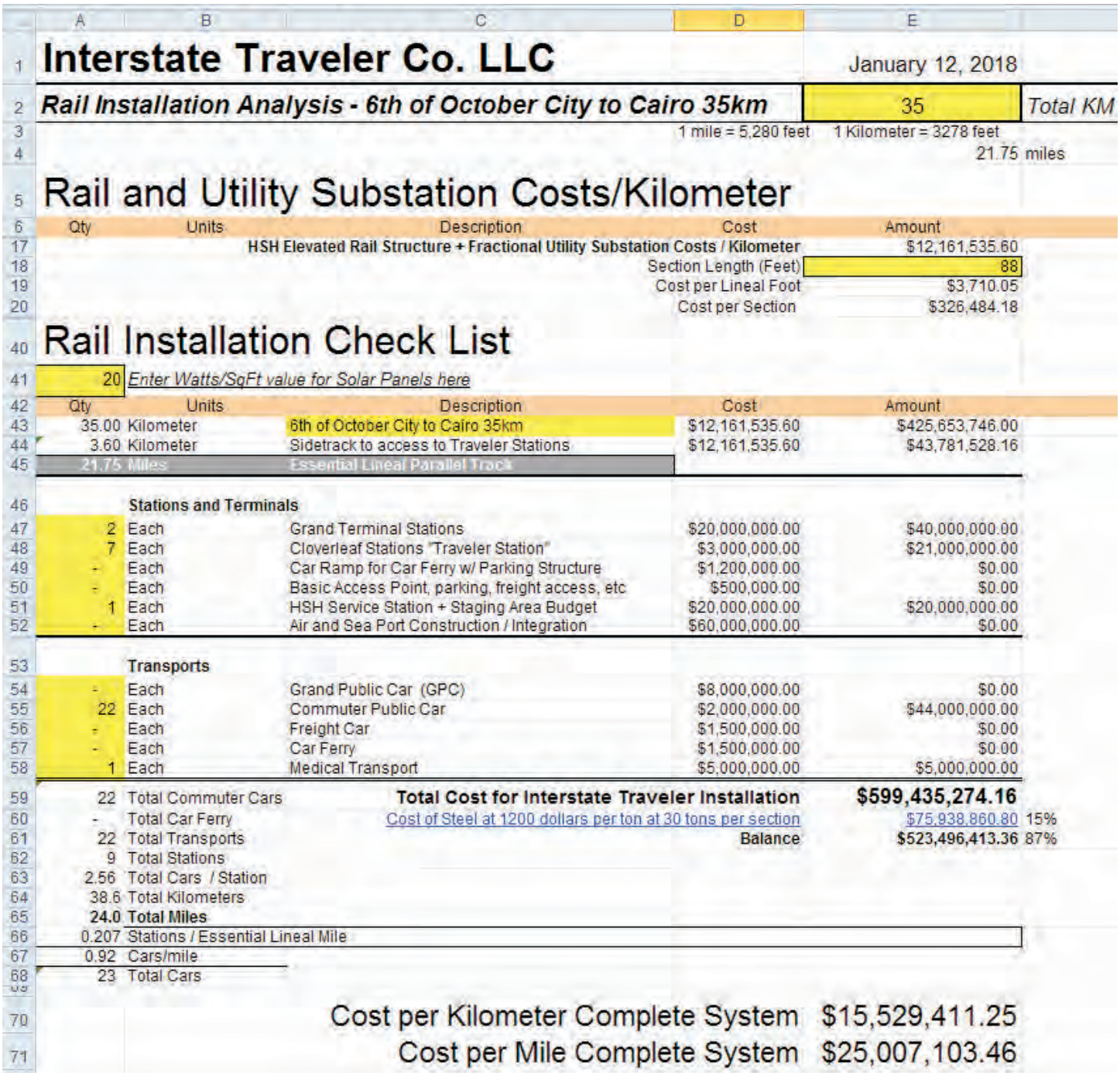
1	**Interstate Traveler Company, LLC**					
2	*HSH 6th of October City to Cairo 35KM*		Total KM of Primary Rail	35		
3			Edit Values in Yellow to Recalculate			
4	**Project Summary and Analysis Tool**					
5	Total Miles (Including Side Track and Main Line)		23.97			
6	Total Kilometers (Including Side Track and Main Line)		38.60			
7	Total Pedestrian Passenger Transports		22			
8	Total Simultaneous Passenger Capacity		2,200			
9	Total Car Transports		0			
10	Total Freight Transports		0			
11	Total Square Feet of Solar (Rail)		2,025,036	pv-sqft		
12		*Total Area of PV in Acres:*	46	/acres		
13	Total Watts / Square Feet		20			
14	Total Watts / Hour		40,500,726			
15	Total Solar Hours		6			
16	Total Watts per Day		243,004,355			
17	Total Watts per Year		88,696,589,414			
18	Total KW per Year		88,696,589			
19	Average Value / Kw		$0.10			
20		*Average Annual Kw Value*	*$8,869,658.94*	/year		
21	Total Cost for System		$599,435,274.16			
22	Projected Annual Revenue		$295,655,400.00	(Fairbox, Rent, Advertising only)		
23	Return on Investment (after operational 100% Rev)		2.03	Years		
24	Return on Investment (after operational 50% Rev)		4.05	Years -ROI		
25	Return on Investment (50% Rev +Startup Time)		5.08	Years		
26	Public Share on Public ROW		50%			
27		*Projected Annual Income (Private)*	*$147,827,700.00*			
28		*Projected Annual Public Share*	*$147,827,700.00*			
29		**Total Expected Direct Employment**	**385**	JOBS Hospitality and Concierge		

6th of October City to Cairo



Interstate Traveler Co. LLC				January 12, 2018	
Rail Installation Analysis - 6th of October City to Cairo 35km				35	*Total KM*
			1 mile = 5,280 feet	1 Kilometer = 3278 feet	
				21.75	miles

Rail and Utility Substation Costs/Kilometer

Qty	Units	Description	Cost	Amount
		HSH Elevated Rail Structure + Fractional Utility Substation Costs / Kilometer		$12,161,535.60
			Section Length (Feet)	88
			Cost per Lineal Foot	$3,710.05
			Cost per Section	$326,484.18

Rail Installation Check List

20	*Enter Watts/SqFt value for Solar Panels here*			
Qty	Units	Description	Cost	Amount
35.00	Kilometer	6th of October City to Cairo 35km	$12,161,535.60	$425,653,746.00
3.60	Kilometer	Sidetrack to access to Traveler Stations	$12,161,535.60	$43,781,528.16
21.75	Miles	Essential Lineal Parallel Track		
	Stations and Terminals			
2	Each	Grand Terminal Stations	$20,000,000.00	$40,000,000.00
7	Each	Cloverleaf Stations "Traveler Station"	$3,000,000.00	$21,000,000.00
-	Each	Car Ramp for Car Ferry w/ Parking Structure	$1,200,000.00	$0.00
-	Each	Basic Access Point, parking, freight access, etc	$500,000.00	$0.00
1	Each	HSH Service Station + Staging Area Budget	$20,000,000.00	$20,000,000.00
-	Each	Air and Sea Port Construction / Integration	$60,000,000.00	$0.00
	Transports			
-	Each	Grand Public Car (GPC)	$8,000,000.00	$0.00
22	Each	Commuter Public Car	$2,000,000.00	$44,000,000.00
-	Each	Freight Car	$1,500,000.00	$0.00
-	Each	Car Ferry	$1,500,000.00	$0.00
1	Each	Medical Transport	$5,000,000.00	$5,000,000.00

22	Total Commuter Cars	**Total Cost for Interstate Traveler Installation**	**$599,435,274.16**	
-	Total Car Ferry	Cost of Steel at 1200 dollars per ton at 30 tons per section	$75,938,860.80	15%
22	Total Transports	**Balance**	**$523,496,413.36**	87%
9	Total Stations			
2.56	Total Cars / Station			
38.6	Total Kilometers			
24.0	**Total Miles**			
0.207	Stations / Essential Lineal Mile			
0.92	Cars/mile			
23	Total Cars			

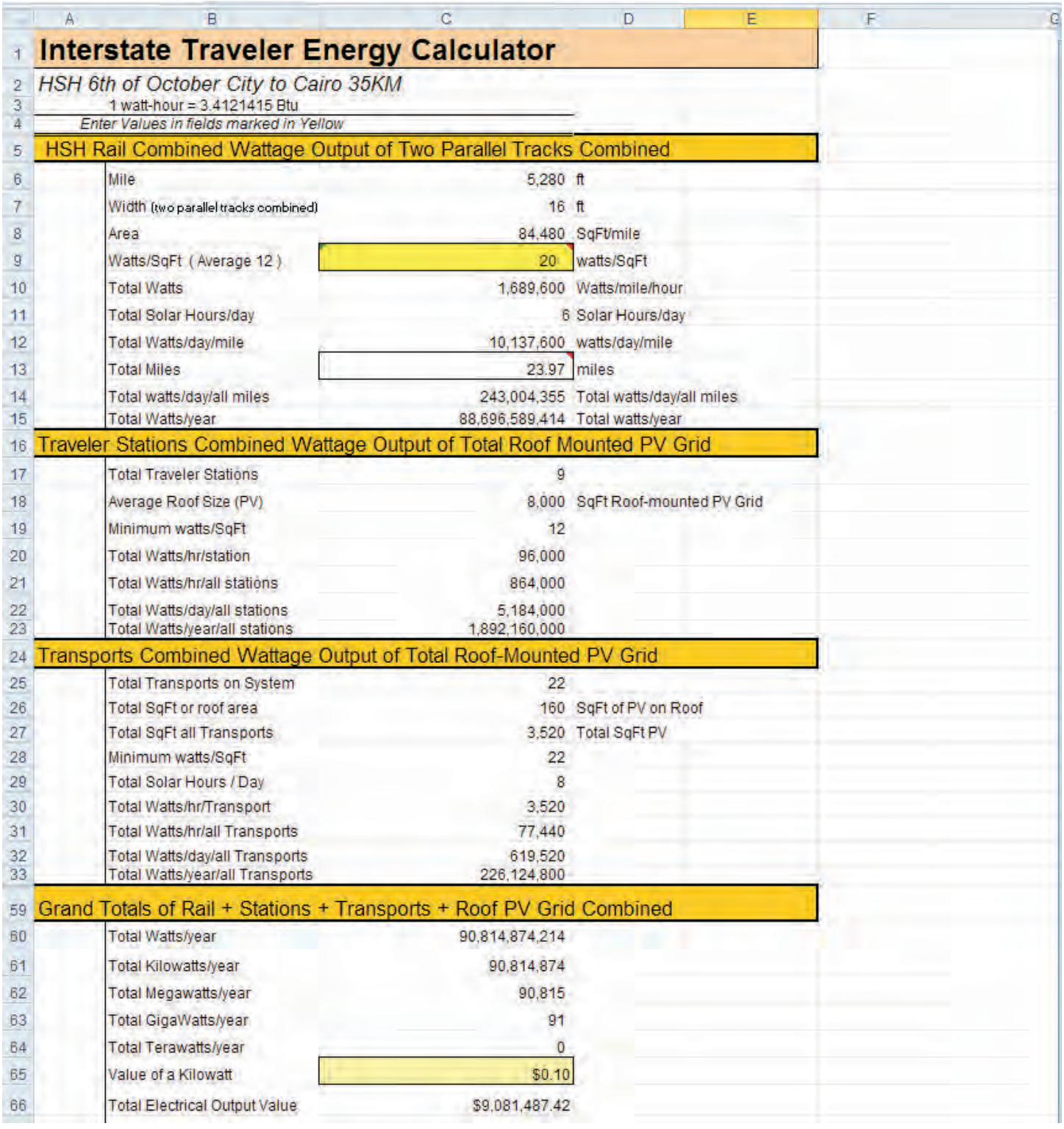
Cost per Kilometer Complete System	$15,529,411.25
Cost per Mile Complete System	$25,007,103.46

6th of October City to Cairo

	A	B	C	D	E
1	**Interstate Traveler Co. LLC**			**January 12, 2018**	
2	***Return on Investment - 6th of October City to Cairo 35KM***				
3	*Rail Return On Investment via Fairbox Collections, Freight, Rent, Advertising*				
4			*Grow budget by X percent:*	0%	
5					
6				23.97 Total Miles of Track	
7	Steps:			38.60 Total KM of Track	
8	1	Passenger Fee / Minute		$0.50	
9	2	Car Transport Fee / Minute		$5.00	
10	3	Freight Fee / Ton Mile		$1.00	Ton Mile
11	4	Total Tonnage Per Freight Transport		10	Tons
12	5	Average Distance in Miles per Ton on Freight		750	Miles
13	6	Number of Freight Cars		0	
14	7	Total Simultaneous Capacity in Tonnage		0	
15	8	Total Ton / Mile in Freight @ 750 Miles		0	Ton/Miles Per Day
16	9	Freight Transports Total Projected Use **Annually**		-	Ton/Miles per Year
17	10	Average Freight Delivery Time of 750 Miles @ 100MPH		7.50	Hours
18	11	Total Number of Freight 7.5 Hour Time Blocks / Day		0	Time Blocks Per Day
19	12	Freight Transports Projected Use as an Average over 24 hours		0%	Percent of Capacity
20	13	Number of Pedestrian Transports		22	
21	14	Passengers Per Car		100	People
22	15	Average Time of Trip for Pedestrian		12	Minutes
23	16	Total Simultaneous Capacity (Pedestrians Only)		2,200	
24	17	Total Number of 12 Minute Time Blocks / Day		120	
25	18	Total Daily Capacity (Average Time * Total Capacity)		264,000	
26	19	Pedestrian Projected Use as an Average over 24 hours		50%	Percent of Capacity
27	20	Pedestrian Total Projected Use **Daily**		132,000	Rides
28	21	Pedestrian Total Projected Use **Hourly**		5,500	
29	22	Pedestrian Total Projected Revenue **Daily**		$792,000.00	
30	23	Pedestrian Total Projected Use **Annually**		48,180,000	Rides
31	24	Pedestrian Total Projected Revenue **Annually**		$289,080,000.00	
32	25	Number of Car Transports		0	
33	26	Average Time of Trip for Car Transport		10	Minutes
34	27	Total Number of 10 Minute Time Blocks / Day		144	
35	28	Car Transports Projected Use as an Average over 24 hours		0%	Percent of Capacity
36	29	Car Transports Total Projected Use **Daily**		-	Rides
37	30	Car Transports Total Projected Revenue **Daily**		$0.00	
38	31	Car Transports Total Projected Use **Annually**		-	Rides
39	32	Car Transports Total Projected Revenue **Annually**		$0.00	
40	33	Pedestrian Revenue / Trip / Single Pedestrian at $0.5 /minute for 12 minutes		**$6.00**	Fee For Use on a Trip
41	34	Car Transports Revenue / Trip / Single Car Transport at $5 /minute for 10 minutes		**$50.00**	Fee For Use on a Trip
42	35	Efficiency Average Speed Traveled		100	Miles per hour
43	36	Efficiency Possible Distance Covered Traveling at 100mph for 12 minutes		20.0	Miles (Pedestrian)
44	37	**Relative Cost Per Mile Traveled for Pedestrian**		**$0.30**	**Dollars / Mile**
45	38	Revenue All Transports/ Annually		$289,080,000.00	**Annual**
46	39	Revenue for all Freight Transports		$0.00	**Annual**
47	40	Advertising Revenue Calculations		$3,695,400.00	Annual
48	41	Rent Revenue Calculations		$2,880,000.00	Annual
49		**Total Annual Revenue for All Transports / Advertising / Rent**		**$295,655,400.00**	Annual
50					
51		**Budget>> Cost for Installation for 23.98 miles**		$599,435,274.16	Cost
52		**Total Projected Annual Revenue**		$295,655,400.00	Annual Revenue
53		**Return on Investment at 100% of Revenue**		2.03	ROI in Years if appeared overnight
54		**Enter Debt Service Fund Percentage**		50%	
55		**Total Annual Debt Service Fund (P/P Partnership)**		$147,827,700.00	
56		**Return on Investment using Debt Service Fund**		4.055	Years
57					

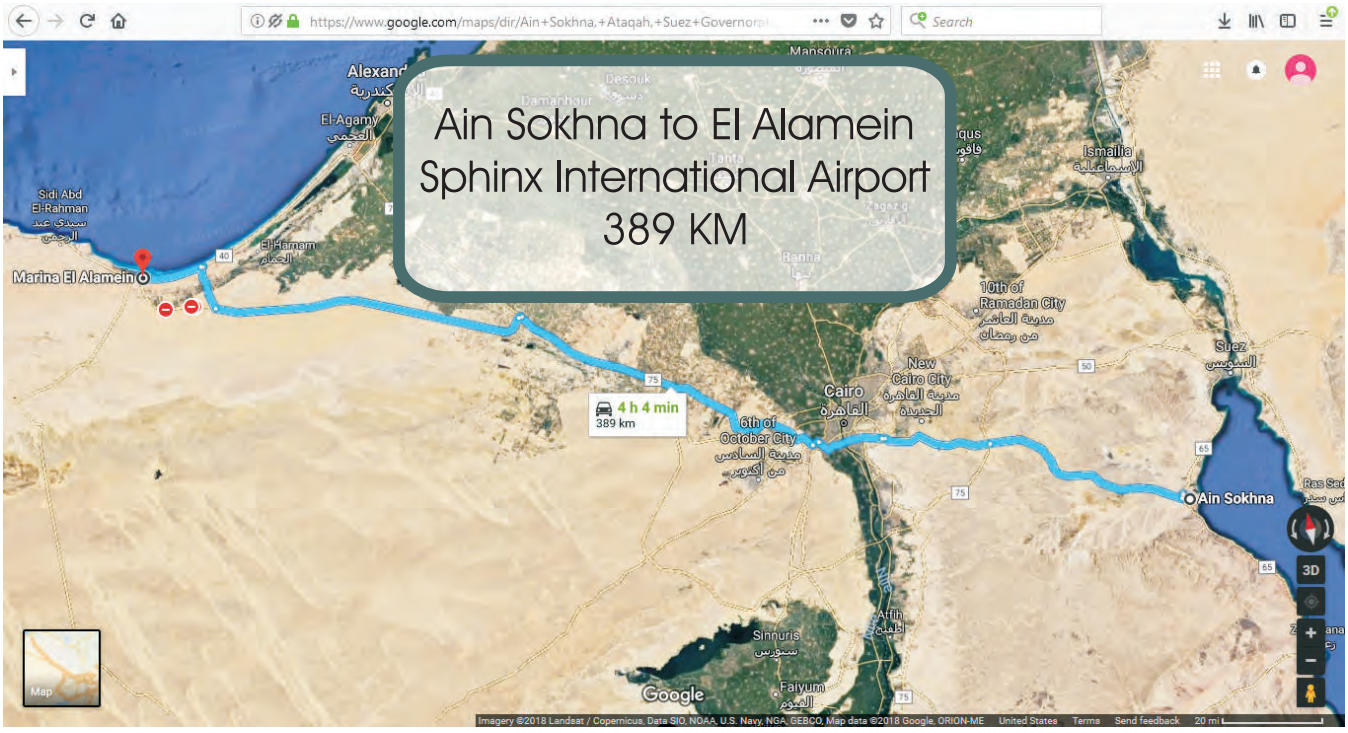
Egyptian Pound / Dollar	
£0.0565	
Egyptian Pound / Trip	
£106.19	
£884.96	
160.90	
Egyptian Pound / Mile	
£0.0170	

6th of October City to Cairo



1	**Interstate Traveler Energy Calculator**			
2	*HSH 6th of October City to Cairo 35KM*			
3	1 watt-hour = 3.4121415 Btu			
4	*Enter Values in fields marked in Yellow*			
5	HSH Rail Combined Wattage Output of Two Parallel Tracks Combined			
6	Mile		5,280	ft
7	Width (two parallel tracks combined)		16	ft
8	Area		84,480	SqFt/mile
9	Watts/SqFt (Average 12)		20	watts/SqFt
10	Total Watts		1,689,600	Watts/mile/hour
11	Total Solar Hours/day		6	Solar Hours/day
12	Total Watts/day/mile		10,137,600	watts/day/mile
13	Total Miles		23.97	miles
14	Total watts/day/all miles		243,004,355	Total watts/day/all miles
15	Total Watts/year		88,696,589,414	Total watts/year
16	Traveler Stations Combined Wattage Output of Total Roof Mounted PV Grid			
17	Total Traveler Stations		9	
18	Average Roof Size (PV)		8,000	SqFt Roof-mounted PV Grid
19	Minimum watts/SqFt		12	
20	Total Watts/hr/station		96,000	
21	Total Watts/hr/all stations		864,000	
22	Total Watts/day/all stations		5,184,000	
23	Total Watts/year/all stations		1,892,160,000	
24	Transports Combined Wattage Output of Total Roof-Mounted PV Grid			
25	Total Transports on System		22	
26	Total SqFt or roof area		160	SqFt of PV on Roof
27	Total SqFt all Transports		3,520	Total SqFt PV
28	Minimum watts/SqFt		22	
29	Total Solar Hours / Day		8	
30	Total Watts/hr/Transport		3,520	
31	Total Watts/hr/all Transports		77,440	
32	Total Watts/day/all Transports		619,520	
33	Total Watts/year/all Transports		226,124,800	
59	Grand Totals of Rail + Stations + Transports + Roof PV Grid Combined			
60	Total Watts/year		90,814,874,214	
61	Total Kilowatts/year		90,814,874	
62	Total Megawatts/year		90,815	
63	Total GigaWatts/year		91	
64	Total Terawatts/year		0	
65	Value of a Kilowatt		$0.10	
66	Total Electrical Output Value		$9,081,487.42	

Port Ain Sokhna - Cairo - Sphinx IA - Marina El Alamein



	A	B	C	D	E	F
1	**Interstate Traveler Company, LLC**					
2	*HSH Ain Sokhna to El Alamein 389KM*		Total KM of Primary Rail	389		
3			Edit Values in Yellow to Recalculate			
4	**Project Summary and Analysis Tool**					
5	Total Miles (Including Side Track and Main Line)		267.40			
6	Total Kilometers (Including Side Track and Main Line)		430.60			
7	Total Pedestrian Passenger Transports		102			
8	Total Simultaneous Passenger Capacity		10,000			
9	Total Car Transports		60			
10	Total Freight Transports		100			
11	Total Square Feet of Solar (Rail)		22,590,172	pv-sqft		
12		*Total Area of PV in Acres:*	519	/acres		
13	Total Watts / Square Feet		20			
14	Total Watts / Hour		451,803,433			
15	Total Solar Hours		6			
16	Total Watts per Day		2,710,820,598			
17	Total Watts per Year		989,449,518,182			
18	Total KW per Year		989,449,518			
19	Average Value / Kw		$0.10			
20		*Average Annual Kw Value*	*$98,944,951.82*	/year		
21	Total Cost for System		$6,173,757,229.36			
22	Projected Annual Revenue		$1,478,627,400.00	(Fairbox, Rent, Advertising only)		
23	Return on Investment (after operational 100% Rev)		4.18	Years		
24	Return on Investment (after operational 50% Rev)		8.35	Years -ROI		
25	Return on Investment (50% Rev +Startup Time)		9.68	Years		
26	Public Share on Public ROW		50%			
27		*Projected Annual Income (Private)*	*$739,313,700.00*			
28		*Projected Annual Public Share*	*$739,313,700.00*			
29		**Total Expected Direct Employment**	**3,530**	JOBS Hospitality and Concierge		
30						

Port Ain Sokhna - Cairo - Sphinx IA - Marina El Alamein

Interstate Traveler Co. LLC

January 11, 2018

Rail Installation Analysis - Ain Sokhna to El Alamein 389KM | 389 | *Total KM*

1 mile = 5,280 feet | 1 Kilometer = 3278 feet

241.71 miles

Rail and Utility Substation Costs/Kilometer

Qty	Units	Description	Cost	Amount
		HSH Elevated Rail Structure + Fractional Utility Substation Costs / Kilometer		$12,161,535.60
			Section Length (Feet)	88
			Cost per Lineal Foot	$3,710.05
			Cost per Section	$326,484.18

Traveler Stations

Qty	Units	Description	Cost	Amount
0	Each	Grand Terminal Stations	$20,000,000.00	$0.00
0	Each	Cloverleaf Stations "Traveler Station"	$3,000,000.00	$0.00
0	Each	Car Ramp for Car Ferry w/ Parking Structure	$1,200,000.00	$0.00
0	Each	Air and Sea Port Construction / Integration	$60,000,000.00	$0.00
0	Kilometer	Sidetrack to access to Traveler Stations	$12,161,535.60	$0.00
0	Kilometer	HSH Service Station + Staging Area Budget	$20,000,000.00	$0.00
0	Each	Basic Access Point, parking, freight access, etc	$500,000.00	$0.00
				$0.00

Transports

Qty	Units	Description	Cost	Amount
0	Each	Grand Public Car	$8,000,000.00	$0.00
0	Each	Commuter Public Car	$2,000,000.00	$0.00
0	Each	Freight Car	$1,500,000.00	$0.00
0	Each	Car Ferry	$1,500,000.00	$0.00
0	Each	Medical Transport	$5,000,000.00	$0.00

Rail Installation Check List

20 *Enter Watts/SqFt value for Solar Panels here*

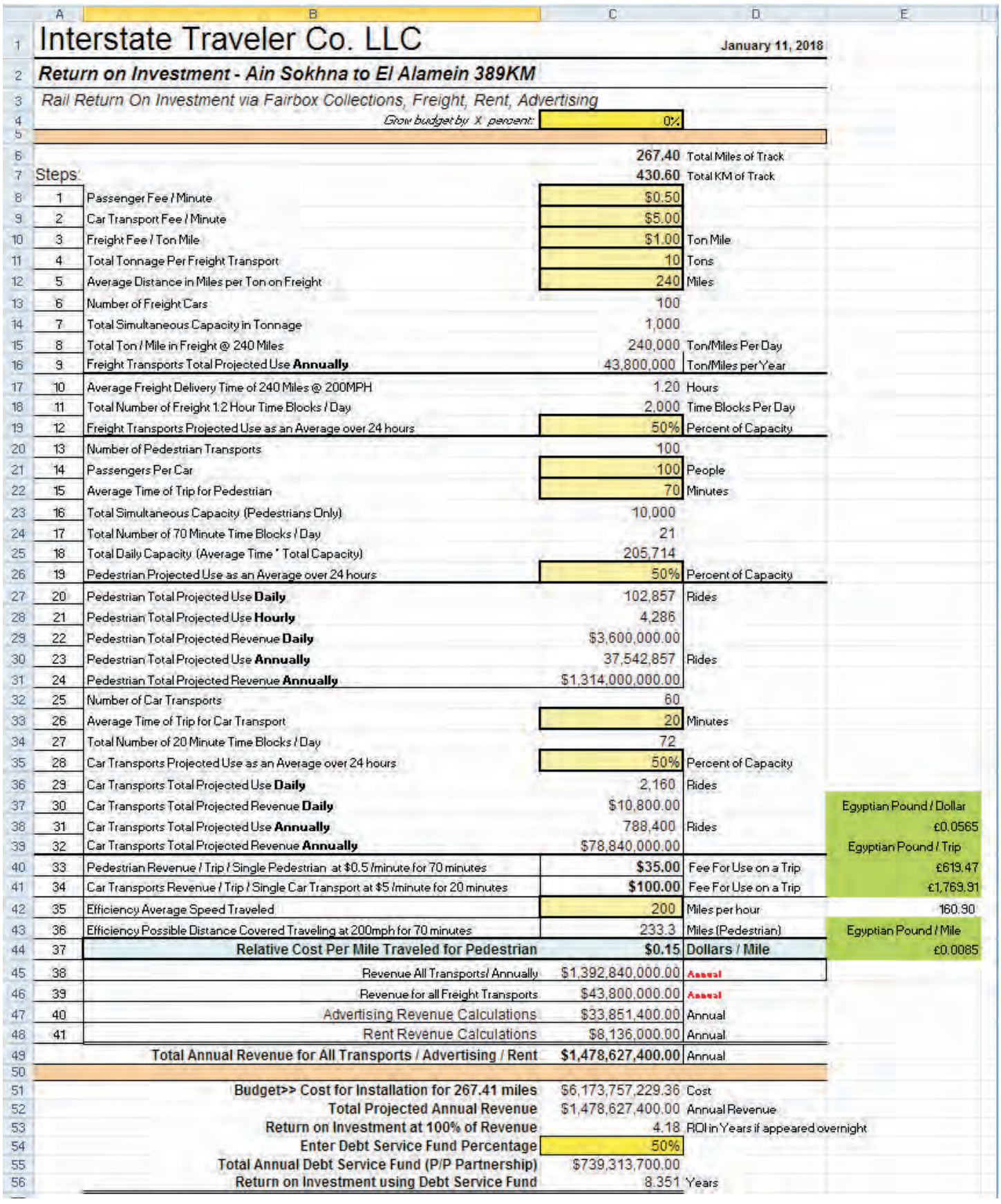
Qty	Units	Description	Cost	Amount
389.00	Kilometer	Ain Sokhna to El Alamein 389KM	$12,161,535.60	$4,730,837,348.40
41.60	Kilometer	Sidetrack to access to Traveler Stations	$12,161,535.60	$505,919,880.96
241.71	Miles	Essential Lineal Parallel Track		
		Stations and Terminals		
4	Each	Grand Terminal Stations	$20,000,000.00	$80,000,000.00
70	Each	Cloverleaf Stations "Traveler Station"	$3,000,000.00	$210,000,000.00
30	Each	Car Ramp for Car Ferry w/ Parking Structure	$1,200,000.00	$36,000,000.00
10	Each	Basic Access Point, parking, freight access, etc	$500,000.00	$5,000,000.00
1	Each	HSH Service Station + Staging Area Budget	$20,000,000.00	$20,000,000.00
2	Each	Air and Sea Port Construction / Integration	$60,000,000.00	$120,000,000.00
		Transports		
2	Each	Grand Public Car (GPC)	$8,000,000.00	$16,000,000.00
100	Each	Commuter Public Car	$2,000,000.00	$200,000,000.00
100	Each	Freight Car	$1,500,000.00	$150,000,000.00
60	Each	Car Ferry	$1,500,000.00	$90,000,000.00
2	Each	Medical Transport	$5,000,000.00	$10,000,000.00

102	Total Commuter Cars	**Total Cost for Interstate Traveler Installation**	**$6,173,757,229.36**	
60	Total Car Ferry	Cost of Steel at 1200 dollars per ton at 30 tons per section	$847,131,436.80	16%
162	Total Transports	**Balance**	**$5,326,625,792.56**	86%
104	Total Stations			
2.52	Total Cars / Station			
430.6	Total Kilometers			
267.4	**Total Miles**			
0.215	Stations / Essential Lineal Mile			
0.98	Cars/mile			
262	Total Cars			

Cost per Kilometer Complete System $14,337,569.04

Cost per Mile Complete System $23,087,872.85

Port Ain Sokhna - Cairo - Sphinx IA - Marina El Alamein



Interstate Traveler Co. LLC

January 11, 2018

Return on Investment - Ain Sokhna to El Alamein 389KM

Rail Return On Investment via Fairbox Collections, Freight, Rent, Advertising

		Grow budget by X percent:	0%	
			267.40	Total Miles of Track
Steps:			430.60	Total KM of Track
1	Passenger Fee / Minute		$0.50	
2	Car Transport Fee / Minute		$5.00	
3	Freight Fee / Ton Mile		$1.00	Ton Mile
4	Total Tonnage Per Freight Transport		10	Tons
5	Average Distance in Miles per Ton on Freight		240	Miles
6	Number of Freight Cars		100	
7	Total Simultaneous Capacity in Tonnage		1,000	
8	Total Ton / Mile in Freight @ 240 Miles		240,000	Ton/Miles Per Day
9	Freight Transports Total Projected Use **Annually**		43,800,000	Ton/Miles per Year
10	Average Freight Delivery Time of 240 Miles @ 200MPH		1.20	Hours
11	Total Number of Freight 1.2 Hour Time Blocks / Day		2,000	Time Blocks Per Day
12	Freight Transports Projected Use as an Average over 24 hours		50%	Percent of Capacity
13	Number of Pedestrian Transports		100	
14	Passengers Per Car		100	People
15	Average Time of Trip for Pedestrian		70	Minutes
16	Total Simultaneous Capacity (Pedestrians Only)		10,000	
17	Total Number of 70 Minute Time Blocks / Day		21	
18	Total Daily Capacity (Average Time * Total Capacity)		205,714	
19	Pedestrian Projected Use as an Average over 24 hours		50%	Percent of Capacity
20	Pedestrian Total Projected Use **Daily**		102,857	Rides
21	Pedestrian Total Projected Use **Hourly**		4,286	
22	Pedestrian Total Projected Revenue **Daily**		$3,600,000.00	
23	Pedestrian Total Projected Use **Annually**		37,542,857	Rides
24	Pedestrian Total Projected Revenue **Annually**		$1,314,000,000.00	
25	Number of Car Transports		60	
26	Average Time of Trip for Car Transport		20	Minutes
27	Total Number of 20 Minute Time Blocks / Day		72	
28	Car Transports Projected Use as an Average over 24 hours		50%	Percent of Capacity
29	Car Transports Total Projected Use **Daily**		2,160	Rides
30	Car Transports Total Projected Revenue **Daily**		$10,800.00	
31	Car Transports Total Projected Use **Annually**		788,400	Rides
32	Car Transports Total Projected Revenue **Annually**		$78,840,000.00	
33	Pedestrian Revenue / Trip / Single Pedestrian at $0.5 /minute for 70 minutes		**$35.00**	Fee For Use on a Trip
34	Car Transports Revenue / Trip / Single Car Transport at $5 /minute for 20 minutes		**$100.00**	Fee For Use on a Trip
35	Efficiency Average Speed Traveled		200	Miles per hour
36	Efficiency Possible Distance Covered Traveling at 200mph for 70 minutes		233.3	Miles (Pedestrian)
37	**Relative Cost Per Mile Traveled for Pedestrian**		**$0.15**	**Dollars / Mile**
38	Revenue All Transports/ Annually		$1,392,840,000.00	Annual
39	Revenue for all Freight Transports		$43,800,000.00	Annual
40	Advertising Revenue Calculations		$33,851,400.00	Annual
41	Rent Revenue Calculations		$8,136,000.00	Annual
	Total Annual Revenue for All Transports / Advertising / Rent		**$1,478,627,400.00**	Annual
	Budget>> Cost for Installation for 267.41 miles		$6,173,757,229.36	Cost
	Total Projected Annual Revenue		$1,478,627,400.00	Annual Revenue
	Return on Investment at 100% of Revenue		4.18	ROI in Years if appeared overnight
	Enter Debt Service Fund Percentage		50%	
	Total Annual Debt Service Fund (P/P Partnership)		$739,313,700.00	
	Return on Investment using Debt Service Fund		8.351	Years

Egyptian Pound / Dollar	£0.0565
Egyptian Pound / Trip	
	£619.47
	£1,769.91
	160.90
Egyptian Pound / Mile	
	£0.0085

Interstate Traveler Energy Calculator

HSH Ain Sokhna to El Alamein 389KM

1 watt-hour = 3.4121415 Btu

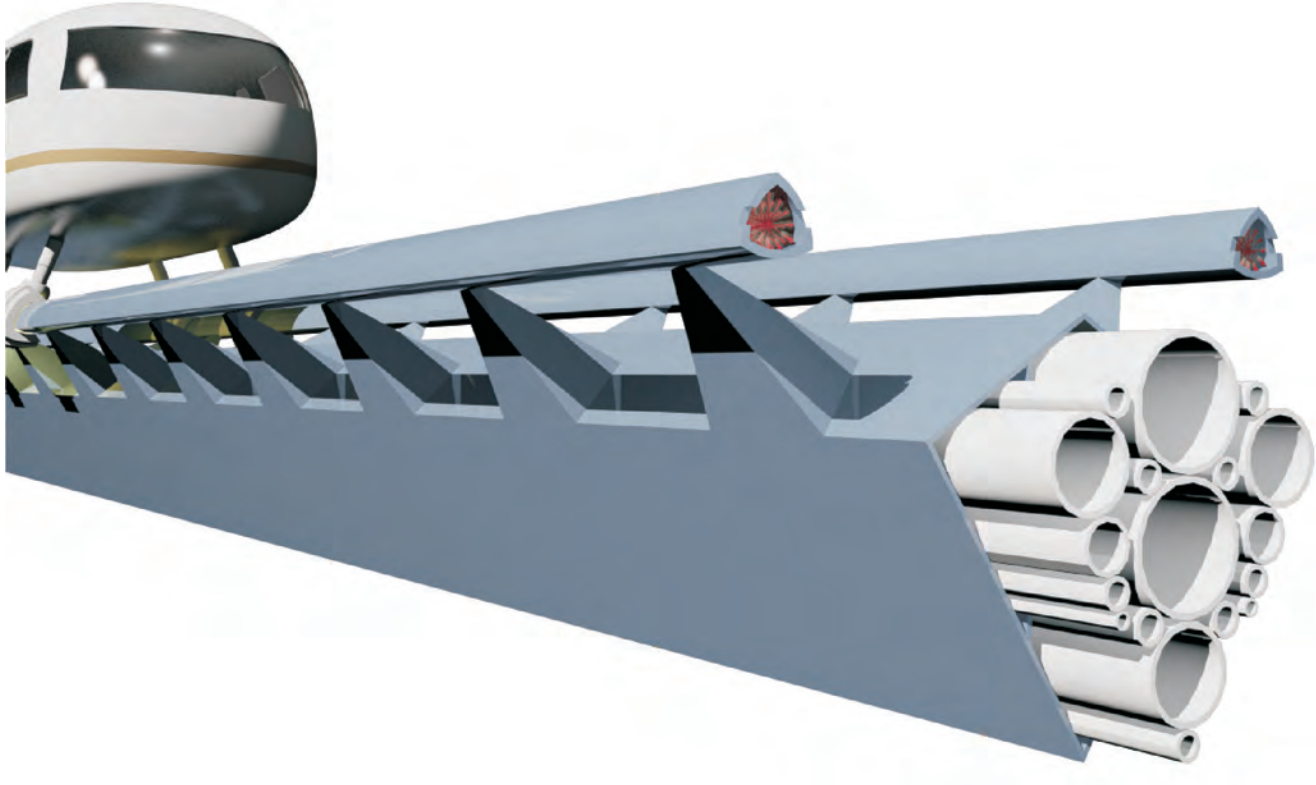
Enter Values in fields marked in Yellow

ITC Rail Combined Wattage Output of Two Parallel Tracks Combined			
	Mile	5,280	ft
	Width (two parallel tracks combined)	16	ft
	Area	84,480	SqFt/mile
	Watts/SqFt (Average 12)	20	watts/SqFt
	Total Watts	1,689,600	Watts/mile/hour
	Total Solar Hours/day	6	Solar Hours/day
	Total Watts/day/mile	10,137,600	watts/day/mile
	Total Miles	267	miles
	Total watts/day/all miles	2,710,820,598	Total watts/day/all miles
	Total Watts/year	989,449,518,182	Total watts/year
Traveler Stations Combined Wattage Output of Total Roof Mounted PV Grid			
	Total Traveler Stations	74	
	Average Roof Size (PV)	8,000	SqFt Roof-mounted PV Grid
	Minimum watts/SqFt	12	
	Total Watts/hr/station	96,000	
	Total Watts/hr/all stations	7,104,000	
	Total Watts/day/all stations	42,624,000	
	Total Watts/year/all stations	15,557,760,000	
Transports Combined Wattage Output of Total Roof-Mounted PV Grid			
	Total Transports on System	162	
	Total SqFt or roof area	160	SqFt of PV on Roof
	Total SqFt all Transports	25,920	Total SqFt PV
	Minimum watts/SqFt	22	
	Total Solar Hours / Day	8	
	Total Watts/hr/Transport	3,520	
	Total Watts/hr/all Transports	570,240	
	Total Watts/day/all Transports	4,561,920	
	Total Watts/year/all Transports	1,665,100,800	
Grand Totals of Rail + Stations + Transports + Roof PV Grid Combined			
	Total Watts/year	1,006,672,378,982	
	Total Kilowatts/year	1,006,672,379	
	Total Megawatts/year	1,006,672	
	Total GigaWatts/year	1,007	
	Total Terawatts/year	1	
	Value of a Kilowatt	$0.10	
	Total Electrical Output Value	$100,667,237.90	

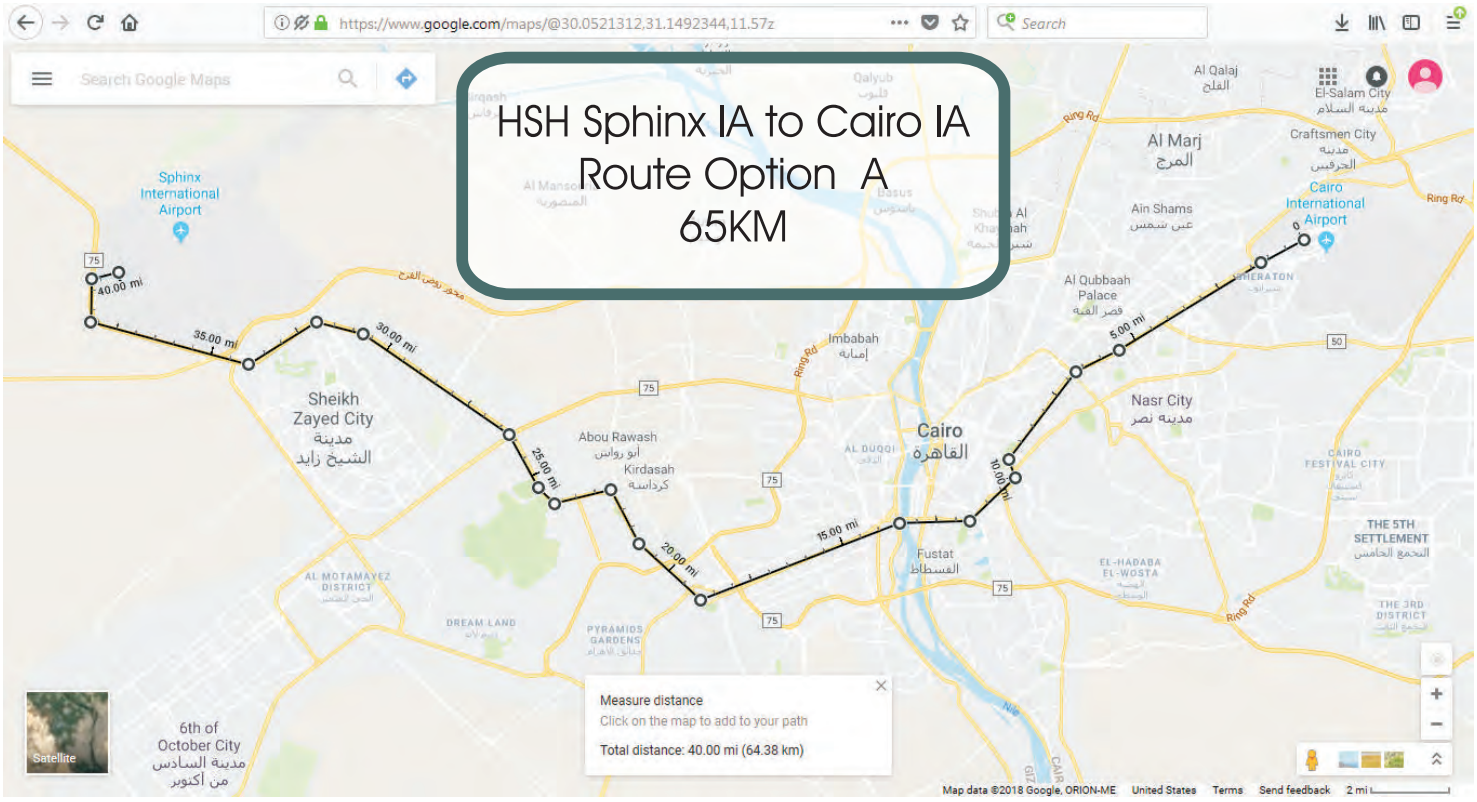
Interstate Traveler Company

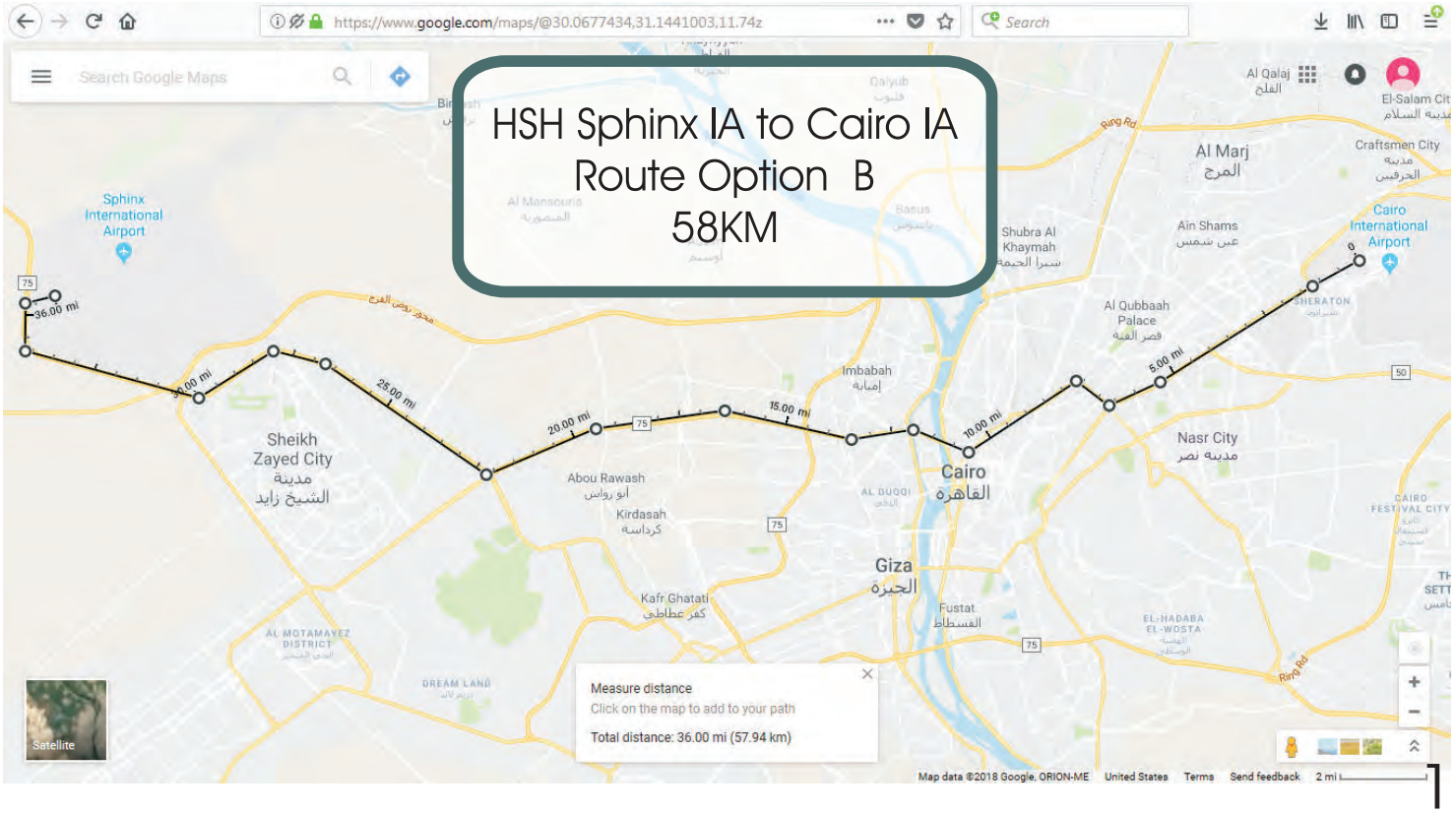
Hydrogen Super Highway

Port Ain Sokhna - Cairo IA - Port of Alexandria

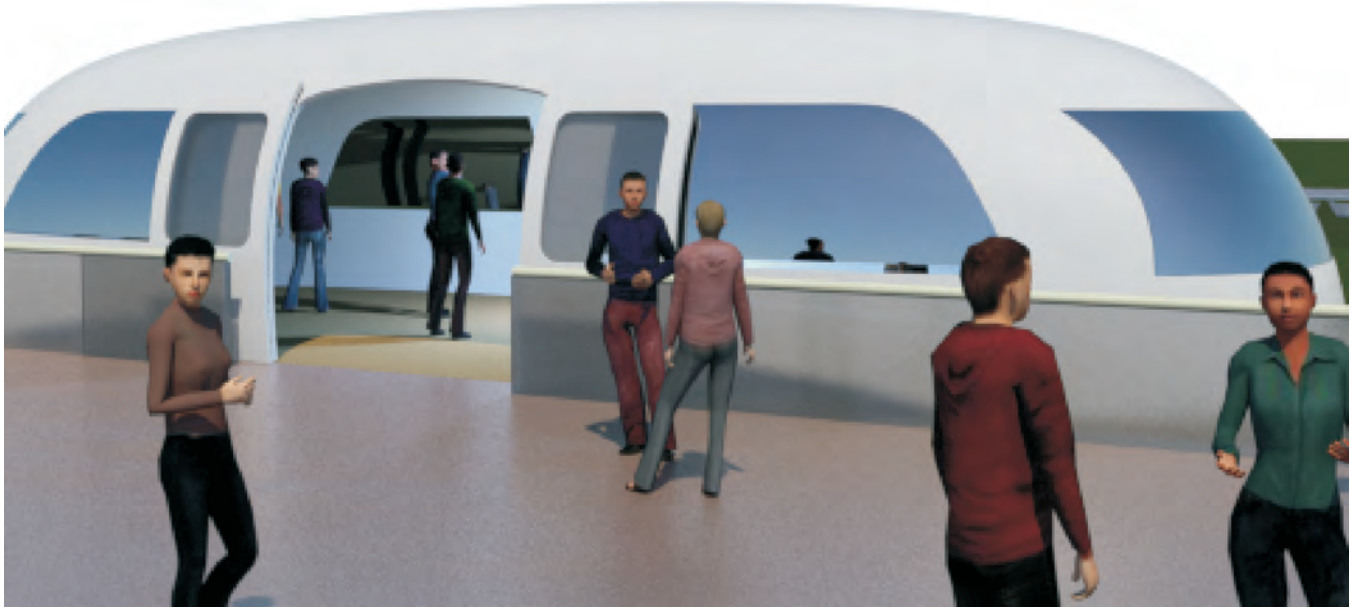


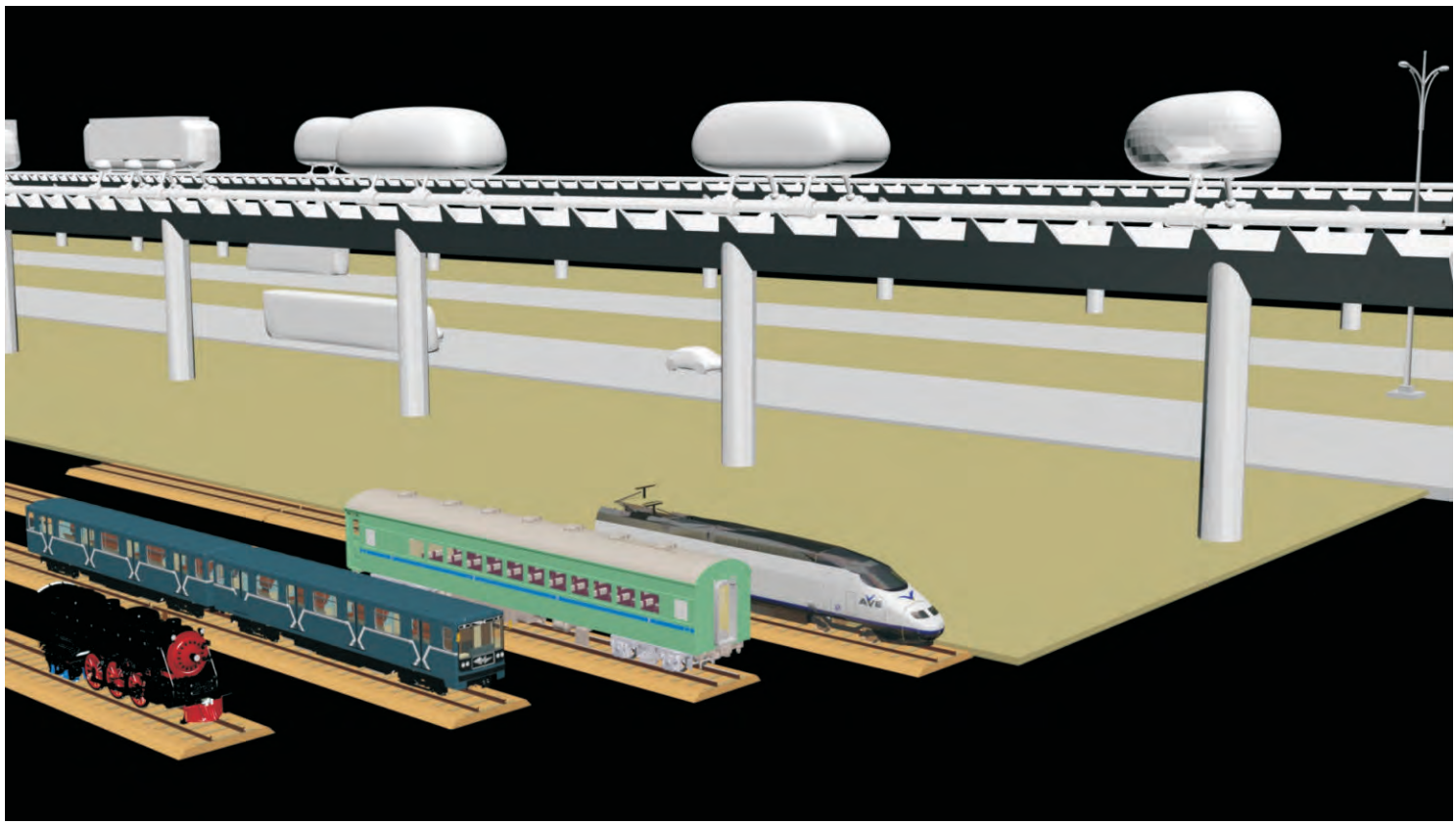
Sphinx International Airport to Cairo International Airport

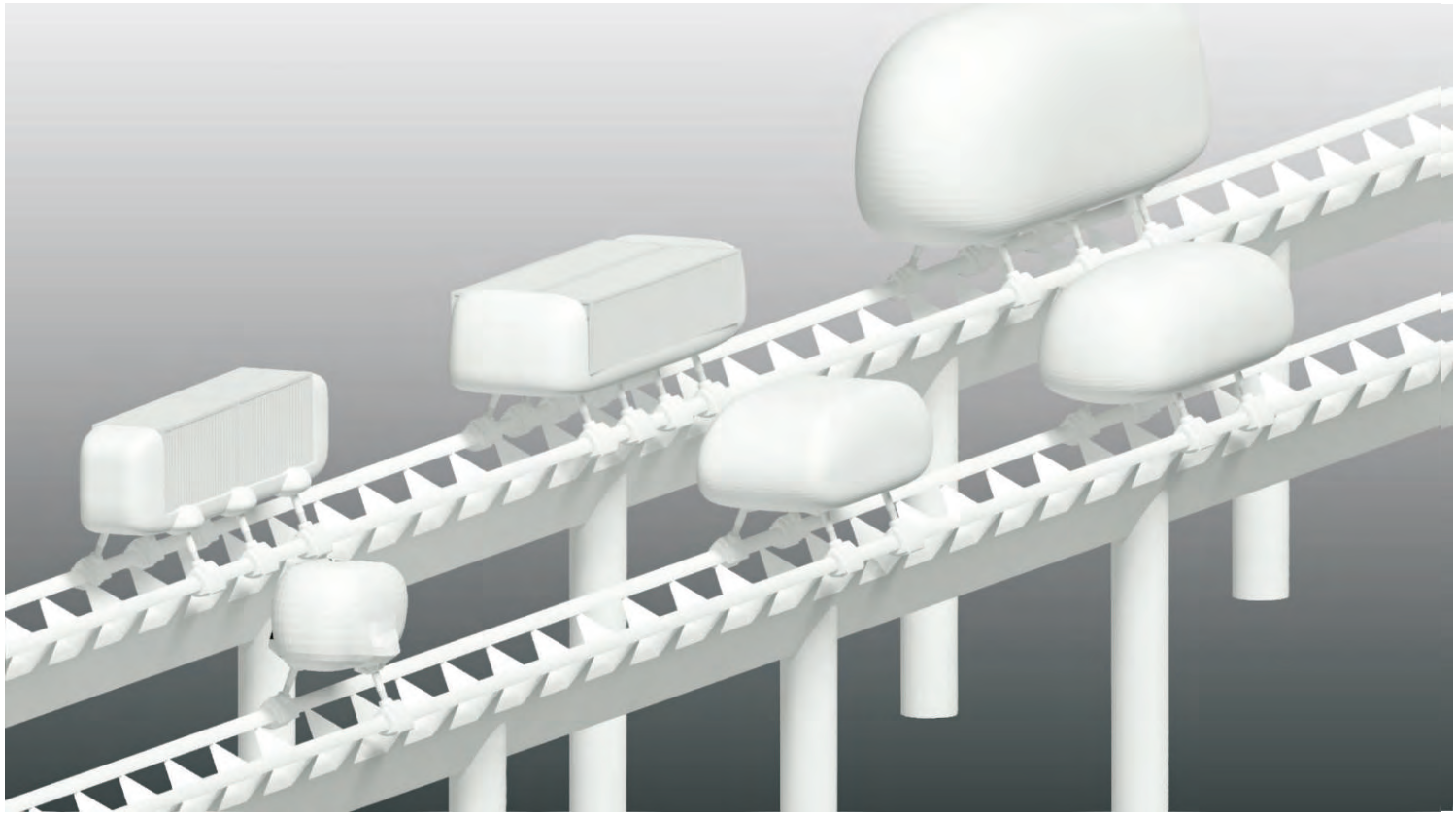





HSH Steel Rail Structure
ADR Magnetocaloric Effect Heat Sink
Pure Soft Iron Cores
'Wireless' PLC Controlled
Electro Magnetic Solenoid Coils
In Repeating Radial Array
Common Conductor
Power & Signal
Thermally Conductive
Support Material







Hydrogen Super Highway

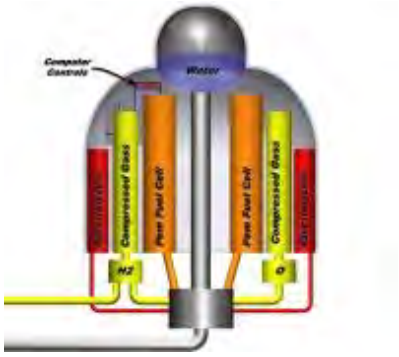
World Wide Hydrogen Super Highways
Interstate Traveler Co LLC
4990 S OLD US23 HWY - STE A - BRIGHTON - MI - 48114 - USA

HSH Operations in Desert Conditions

Hydrogen Super Highway Operations In Extreme Desert Conditions vs. At-Grade Steel Wheel Trains

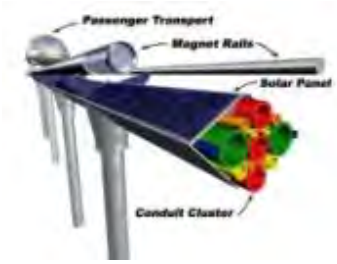
Resilience against sand storms, dune migration, and airborne particulate is key to the successful long term operation of any transportation system in a Desert Like environment. The Hydrogen Super Highway (HSH) magnetic levitation rail system has been optimized to self sustain under solar power dedicated to the electrolysis of water which enables the reproduction of water with the recombination of Hydrogen and Oxygen produced by the electrolytic decomposition of water. Both gases are stored and when electricity is in demand to operate the sub systems, the hydrogen is recombined with the same oxygen it was separated from in the first step. This process may be repeated indefinitely in a closed loop system; therefore the external environmental conditions outside have virtually no effect on the continuous operation of the system, other than availability of sunshine. The utility substations can be buried under sand dunes and continue to function as long as they are supplied with electrical energy to power the first step of electrolysis, thereby creating pure water from ocean brine or contaminated water.

Basic environmental conditions of what is generalized as "Desert Like" can vary widely in both temperature ranges and the amount of wind or rain, if any, including the formation of sand dunes, if any. Features of sand dunes such as size shape and rate of migration are easily measured and predicted and may be measured with precision resolution using satellite imaging. They can range from smaller than a meter to much greater than 500 meters in length and may become quite mountainous. Natural features, region by region, such as the amount and general granularity of available sand for eolian deposition, and large geologic features such as bed rock outcroppings, unavoidably affect a continuous force that shapes the local dune formations. This reflects on how we can create large artificial structures in a sand dune environment to optimize wind currents to reshape and redirect the migration of sand dunes. This is demonstrated to a small degree with the installation of our stanchion poles which will create a new permanent airfoil that will generate an effect on local wind currents and directly begin the formation of new small dunes on the down-wind side where suitable conditions may exist.



Closed - Loop Utility Substation

To protect the rail itself from accumulation of airborne particles the simple geometry of the rail takes into account the necessary angles to prevent the accumulation of dust and sand, anywhere; i.e. the tubular rails leave no place for debris to rest. The air pressure wave in front of a Transport, and eddy currents generated behind it while traveling at a high rate of speed will keep fine dust from accumulating. Additionally, purpose built service vehicles can follow a standard maintenance protocol to clean the rail.



HyRail - "Sand Proof" Geometry

Replaceable skins over the solar panels that protect the solar panel from abrasion may will extend usable life and ensure maximum energy generation. Centrifugal particulate filters for air circulation in Transports will be standard, yet they may otherwise operate in a closed loop air system to extend filter life during conditions of high levels airborne particulate. Installation is fast and modular and does not require the construction of a "Road Bed" or "Ballast" which is required for standard steel wheel trains.

Clearly an elevated rail system set up with sufficient height will be unaffected by most dune environments allowing for the unimpeded eolian migration of ever changing depositional structures, yet even the smallest of sand dunes can cripple a steel wheel train over night. Expansion coefficient of metal structure optimized for curvature in the rail and the choice of metallurgy such that the extreme temperatures of the desert do not cause harm to the system.

Interstate Traveler Company's Grand Arbor Program

Interstate Traveler Company's Grand Arbor Oasis

Return On Investment:

When comparing a steel wheel train system to our HSH, it is clear that both serve some utility, yet the great multitude of sub-systems and services automatically provided by the HSH including net energy production enables a rapid return on investments with generational revenue thence forth supported by the reliable agricultural support methods made possible by the consumption of solid waste from cities.

Finally, our integration of subsystems such a the plasma reactor solid waste disposal method, we have the ability to generate a continuous flow of hydroponic grade aqueous solutions to grow food or fuel grade crops in the desert to expand and enhance local oases or essentially "Colonize" areas of the desert that would otherwise be unsustainable.

Ref: http://www.interstatetraveler.us/Products/GrandArbor/grand_arbor.htm
Ref: http://www.interstatetraveler.us/Forward.Thinking/Hydroponic.Highway/HydroponicTraveler.htm

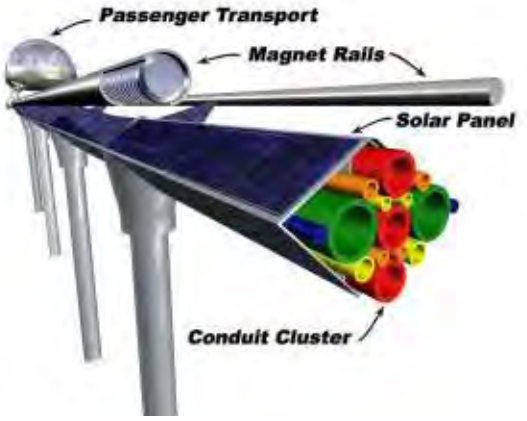
World Wide Hydrogen Super Highways
Interstate Traveler Co LLC
4990 S OLD US23 HWY - STE A - BRIGHTON - MI - 48114 - USA

HSH Technical Report to the US Department of Transportation Federal Highway Administration

Interstate Traveler Company, LLC

The builders of the…

Hydrogen Super Highway



A Michigan Based Limited Liability Company With Offices Located at:

4990 S. Old US23 HWY Brighton, Mi 48116		
	Contact: Justin Sutton Phone: 313.910.9711 Justin@InterstateTraveler.us	

www.InterstateTraveler.us

www.HydrogenSuperHighway.com (on loan by ACSA)

www.HyRail.us

www.WorldWideHydrogenSuperHighways.com

Response to US DOT FHWA RFI - DTFH6114RI00007

Title: Novel Surface Transportation Systems

Responses are requested by 3:00 PM EST, March 24, 2014.

FHWA encourages any organization that is conducting research and development of novel transportation systems to submit the information listed below electronically to: FHWAAdvancedResearch@dot.gov and Guang.Zeng@dot.gov.

Interstate Traveler Operational Summary

1) - Executive Summary

The Interstate Traveler Co. LLC is a Southeast Michigan based infrastructure development company engaged in the research, development, fabrication, installation and maintenance of a solar powered plug and play infrastructure system of subsystems which integrate an elevated magnetic levitation transportation system with municipal conduit for signal cable, broadcast radio, fiber optics, electrical capacitance and electrical distribution along with a multitude of liquids, vapors and gases. Said system dedicates a portion of the solar power to hydrogen production and distribution of sufficient size and scope to self sustain the system of systems and create a growing surplus of stored energy in the form of stored hydrogen as well as in other battery technologies. Said system employs the conduit cluster and subsystems to operate and maintain a constant supply of potable water along with all standard municipal services to all attached Traveler Stations and Substations. Said system is operated using a TCP/IP styled nested domain addressing electronic network operating system that will facilitate the routing and position control of multiple transports, record and control the gathering, dispensing and movement of materials, signals and energy in the conduit cluster and share real-time data to enable a growing rail network of independent, interconnecting and interoperable rail networks. Further the network operating system will provide direct addressability and control of all valves, switches, meters, gauges, motors, monitors, cameras, kiosks, sensors, relays, regulators, interfaces, lights, locks, actuators, future subsystems and electronic databases. Further the operating system environment may allow for the real-time communication of redundant independent computers and computer programs that may host the operating system that may control all of the components used in the operation of the system, allowing for the seamless expansion and reconfiguration of the system in a “plug and play” fashion. Further, said operating system will include failover backup systems, data archiving, and the ability to compute, store and report values based on system activity, performance and integrity that may be used in ongoing performance analysis, enhancement and general accounting. Subsystems include water generation, water conditioning, high intensity spectral inundation for the destruction of biological and organic contaminates in water, sewerage processing, centrifugal density separation of contaminated water along with solid waste and biological contaminate deconstruction using plasma technology as may be applied.

The Interstate Traveler transportation system described herein is ideal for multimodal transportation systems integration directly driving an increased demand on local ‘public’ transportation as well as commercially operated Taxi companies creating thousands of jobs in the near term and millions in the long term. The system will increase handling efficiencies at busy international sea ports while interconnecting airports with train stations and bus stations in addition to the accessibility already engineered into the design of our Traveler Stations.

The typical Transport will exceed 700 square feet of floor area and comfortably move large groups of people, palletized cargo and private automobiles that can just drive into transport vehicle that is designed to receive cars. Due to the right-sized large scale of our system, our Passengers will embark onto our Transports using the largest doors in the public transportation industry giving unrivaled compliance with the American’s with Disabilities Act that is so very important now and in the future.

2) - A technical summary of the level of technology development or maturity

The Interstate Traveler Company has contracted several engineering firms focusing on mechanical, electromagnetic and kinematic analyses. The analytical results were produced by qualified engineers working at internationally regarded and established firms using three of the top engineering software systems on the market being ProE, Catia and AutoCAD and other combatable integrated engineering software analysis tools to produce hard-line data used in derivative analysis including Finite Element Analyses to determine structural load rating of the rail system, operability of the in-line valve bulkhead conduit connector for liquids, vapors and gases, the range of motion analysis of the ball-joint cantilever suspension arm subsystems that enable real-time three dimensional movement of each transport on the maglev rail system to counter-act lateral g-forces. Neither passenger, cargo, nor cup of tea will be moved laterally during normal operations giving unrivaled comfort for passengers riding the system.

The unique coil arrangement of the Interstate Traveler Company's hyper-dynamic electromagnetic slotted linear motor is both powerful and efficient having a radial array of solenoids enabling the creation of a toroidal electromagnetic field that can levitate, push and pull a slotted nacelle along the rail. (Figure 7)

The rail system is operated using a specialize Nested Domain Addressing System based on established Internet TCP/IP and SONET Ring data network design. Any number of transports may operate upon the rail system even to the density of the entire rail being filled with public, private and commercially owned transports.

The rail is made of steel such that the entire unified surface becomes the grounded side of the circuit for all electrical systems insuring the shortest path to ground to maximize the efficiency of the maglev system.

Working both with contracted engineers and University engineering student interns, many 3d models and animations have been conducted to simulate operations.

While there are ample iterations of magnetic levitation systems and electromagnetic linear actuators, along with off-the-shelf market-ready products available to demonstrate the subsystems of our rail technology, our investors have been satisfied by the extreme reliability of computer modeling for both engineering and socio-economic impact studies, therefore no money has been raised to build a physical prototype of the fully integrated system to date.

The Interstate Traveler Company's elevated maglev rail known as the Hydrogen Super Highway is complimented with our at-grade maglev system known as the Solar City Traveler or Parkway Traveler which is accomplished by the mass-production of durable coil mats that may be laid down directly on unimproved and reasonably flat soil as well as laid into existing modern pavement systems. The greatest market advantage of our Solar City Traveler is the load distribution does not require the huge ballast demanded by so called 'light rail systems'. (Figure 4)

The remaining technical challenges include the final engineering competition to establish 'Production Model Version 1.0, and from this final physical engineering standard, the final version of operational software will be codified using the ISO Cross-over Committee

3) - A Business Summary of the Interstate Traveler Transportation System

The Interstate Traveler Company was formed in 2002 when a number of technical documents were published internationally and shared via the US Small Business Administration. At the time of publication in 2002, seven years of research and analysis had been invested into the optimization of the system and business model. During the seven years before publication, every known public transit technology was examined and compared for strengths and weaknesses, as well as micro, macro and geo-economic modeling. During the early R&D phase a bibliographic reference library was posted on our website so that investors and interested parties may quickly get access to relevant public records and studies on transit systems and relevant government reports including the official United States Congress Office of Technology Assessment report "Biological Effects of Power Frequency Electric and Magnetic Fields".

Out of all the study activities, a few key issues rose to the top: Safety, Efficiency, Durability and Functionality and above all: Standardization of Interoperability. This paramount issue of Standardization drove the design modeling to optimize the geometry of the rail for greatest strength with the least amount of steel, fewest number of parts, fewest number of production steps and the fastest assembly process possible using robotically welding of rolled and die stamped steel plate sections into a completed structural section of rail ready to receive the internal conduits, the intelligent coil-packs and conductors for the maglev coils, a covering of photo-voltaic materials and various environmental sensors so that each section of rail can provide a report on it's condition as well as the space around it, and what ever else the customer wants added to the final assembly.

Moving forward after the basic mechanical aspects had been reconciled, a large number of excel spread sheets were then developed to provide dynamic estimating and performance calculations for energy in, energy loss, and energy out to establish a total load capacity of a system of a specific size and set of features. These calculations account for market costs of the raw material to build the rail, the costs of labor, available sun, grade of solar panels used, etc, so that now after more than a dozen years, we are able to quickly calculate cost/performance/ROI models on systems of any size, with any number of Transports, Traveler Stations, total passenger capacities, total pedestrian occupancy of Transports and Traveler Stations, rate of passenger egress, pedestrian density, etc, that is measured against four primary revenue sources: Passenger Fees, Freight Fees, Advertising Fees and Rent/Lease Fees. All other additional revenue streams that are a part of the business model to manage embedded fiber-optics, wireless services, electrical power load balancing services for traditional power grids, gas pipeline services, waste mitigation services, etc, are counted separately from our standard Cost/Performance/ROI model. After the requisite data points are plugged into the program all required data outputs automatically fill report forms used in the bidding process with our international network.

The key tenet of the business model is the Public Private Partnership (PPP) that forms the obligation to build and operate the system on the Interstate Highway network (or any other appropriate public or private right of way where applicable), managed at the State level under the authority of the Governor, or by Public Act, where the PPP will also establish the Municipal Revenue Share payment system that obligates the Interstate Traveler rail system to pay 50% of the Net Revenues to the "Public" side of the PPP that specifically employs US Census population figures to generate a Per/Capita payment to each reporting Municipal authority in the payment structure. Of the 50% paid to the Public side, it is divided into eight accounts where one eighth is paid to the Federal Treasury, one eighth is paid to the State that

authorizes the construction, one eighth is divided and paid per capita among the County level districts of the State, one eighth is divided and paid per capita to all the Cities, Townships, Tribal Lands and Port Authorities, the remaining four eights are each assigned to four new Public Trust Foundations for the purpose of granting money in the following four categories: Medical, Educational, Recreational, and Historical. Each of these four newly founded Public Trusts will be irrevocably charged with the sole task of distributing the money received to grant applicants state-wide.

Our unique model, as described herein, is supported by traditional municipal bond brokers who realize that with our new public infrastructure system, coupled with a public revenue share, will enable all Municipal beneficiaries to improve (if not perfect) their bond rating and immediately enable the Municipal beneficiaries to restructure and pay off debts to borrow larger sums of money for more and bigger projects that will service each community as they best see fit to engage according to local needs.

The best value of our business model is that we do not require any financial support or subsidy from the State or local tax-collecting municipalities, so there is no risk to the already stretched-to-the-limit budgets of most governments.

When considering environmental impacts, there are only a few points to make, yet these points have the greatest value in the market place for Novel Surface Transportation Systems. First, our system is setup to operate on a purely solar power input system. Second, our embedded conduit cluster and Utility Substations will interconnect existing natural gas pipelines, water & sewer, etc, to supply new customers in remote areas. Third, our system is built over-head using specialized cranes (Figure 5) that enable installation with near zero impact on existing environment and ecology rendering traditional trenching and dangling cable systems obsolete. Fourth, our maglev is a fixed-guide-way rail on agile maglev nacelles that wrap around the rails preventing derailment and are secure from any possible debris accumulation therefore protecting the environment from the terrible side effect of traditional steel wheel derailments. Further the installation will not require any ground based roads, thus we can bridge the gap of time and distance, over the most sensitive environmental terrain and not put a single boot on the ground, except for the very small area where our inert stainless steel stanchion poles are installed into the ground, the rail system has near zero environmental impact, so far as to provide pollution/sanitation control and mitigation services.

While the Interstate Traveler is set up to be built according to an ISO managed global standard, there will be case-by-case modifications for larger and smaller systems that may include very large multi-rail systems and very small systems.

All rail systems will be optimized for the highest possible average speed, yet have the ability to support very high speeds on long sections and during emergency protocols that will exceed all operational systems to date.

As a means to not only accomplish this ambitious goal by contracting the top engineering services in the world, the sheer number of jobs created in the construction of our system will rival any past economic leap forward in America's history creating millions of essentially permanent jobs in the hospitality and concierge services of our system. In the process of planning our production launch, we have met with and sourced some of the top automotive and aerospace design and production companies in the world.

4) - Have you filed patents or published papers or reports? -

Since publication in 2002 we have been featured in a multitude of international publications, international trade journals and agencies, radio programs, TV news reports, local papers, industry associations, US DOD Briefings and trade shows leading to very large international web traffic. Yet one of the most prescient articles reaching around the world was published in 2005 via the International Association of Electrical Inspectors trade journal as shown in Section 4.7.

While there are far too many historic references to make in this RFI, you can see back in time through our original news 'Blog' on our website with events going back to 2002
http://www.interstatetraveler.us/news.htm

For a "Deep Dive" into our business documentation, you may visit our DropBox to see the data-set provided to the Governor of the State of Michigan in August 2012; along with a modest number of international dignitaries and government officers around the world.
https://www.dropbox.com/sh/1z9r9s5l1lil2ef/BSrDg56sxL

The remaining subsections link to several important or outstanding media coverage events.

4.1 Detroit's WJR AM760 Please listen to Episode #42 on WJR
http://pro.wjr-am1.tritonflex.com/common/page.php?id=422

4.2 Interview on Tony Trupiano radio show
Part 1 https://soundcloud.com/first-shift/justin-sutton-5-1
Part 2 https://soundcloud.com/first-shift/more-with-justin-sutton-5-1

4.3 Recent news report on TV20 Detroit's 10 o'clock news
http://www.tv20detroit.com/news/local/Futuristic-Elevated-Rail-in-the-Works-205500191.html?vid=a

4.4 Interview on the Discovery Channel from 2007 http://youtu.be/hwWj6XoaOfo?t=2m33s

4.5 Interview on West Michigan Week from 2009 http://youtu.be/4HARBK8ZmKM

4.6 Interview on Detroit Cable TV 'The Johnnie Kennedy Show'
http://youtu.be/eo8SOuSBcVM

4.7 The International Association of Electrical Inspectors Bi-Monthly Journal
http://www.iaei.org/?page=overview
http://www.iaei.org/blogpost/890108/159260/Hydrogen-Super-Highway

5) - Have you obtained government awards or private financing? -

No, we have not obtained any government award. Yes, our company has been financed by more than 300 private investors who are a part of our more than 400 Member LLC.

6) Have you identified or met with government agencies regarding locations or use of right-of-way?

Yes, since 2002 we have reached out to, or been contacted by a multitude of high level municipal leaders at the Ministerial/Cabinet Secretary level in more than two dozen countries. For fast access to a online list of base performance studies submitted to these various Countries, please visit the following link, and see the list of links for specific proposals listed alphabetically by Country.
http://www.interstatetraveler.us/regions/hyrail.international.htm

Brazil - http://www.InterstateTraveler.us/Regions/SouthAmerica/Brazil/Brazil.htm

Bolivia - http://www.InterstateTraveler.us/Regions/SouthAmerica/Bolivia/Bolivia.htm

Bahamas - http://www.interstatetraveler.us/Regions/Caribbean/Bahamas/Bahamas.htm

Chile - http://www.InterstateTraveler.us/Regions/SouthAmerica/Chile/Chile.htm

China - http://www.InterstateTraveler.us/Regions/China/China.htm

Detroit Michigan - http://www.InterstateTraveler.us/Regions/USA/Michigan/detroit/detroit.htm

Egypt - http://www.InterstateTraveler.us/Regions/Africa/Egypt/Egypt.htm

India - http://www.InterstateTraveler.us/Regions/SouthEastAsia/India/India.htm

Indonesia - http://www.InterstateTraveler.us/Regions/SouthEastAsia/Indonesia/Indonesia.htm

Japan - http://www.InterstateTraveler.us/Regions/Japan/Japan.htm

Jamaica - http://www.InterstateTraveler.us/Regions/Caribbean/Jamaica/Jamaica.htm

Mexico - http://www.InterstateTraveler.us/Regions/MiddleAmerica/Mexico/Mexico.htm

Nigeria - http://www.InterstateTraveler.us/Regions/Africa/Nigeria/Nigeria.htm

New Zealand - http://www.InterstateTraveler.us/Regions/SouthPacific/NewZealand/NewZealand.htm

Orlando Florida - http://www.InterstateTraveler.us/Regions/USA/Florida/MetroPlan/Orlando.Route.Maps.htm

Pakistan - http://www.InterstateTraveler.us/Regions/FarEast/Pakistan/Pakistan.htm

Panama - http://www.InterstateTraveler.us/Regions/MiddleAmerica/Panama/Panama.htm

Portugal - http://www.InterstateTraveler.us/Regions/Europe/Portugal/Republica.Portuguesa.htm

Saudi Arabia - http://www.InterstateTraveler.us/Regions/MiddleEast/SaudiArabia/SaudiArabia.htm

South Africa - http://www.InterstateTraveler.us/Regions/Africa/SouthAfrica/SouthAfrica.htm

Sudan - http://www.InterstateTraveler.us/Regions/Africa/Sudan/Sudan.htm

Turkey - http://www.InterstateTraveler.us/Regions/MiddleEast/Turkey/Turkey.htm

UAE - http://www.InterstateTraveler.us/Regions/MiddleEast/UAE/UnitedArabEmirates.htm

Vietnam - http://www.InterstateTraveler.us/Regions/SouthEastAsia/Vietnam/Socialist.Republic.of.Vietnam.htm

West Java - http://www.InterstateTraveler.us/Regions/SouthEastAsia/Indonesia/WestJavaRegion.htm

Woodward Avenue Detroit - http://www.interstatetraveler.us/regions/USA/Michigan/Detroit/Woodward.At-Grade.htm

7) - What is the next step for development of the novel modal system?

The Interstate Traveler Company is ready to immediately proceed with a Public Private Partnership with any State in the United States following the procedural authority stated by the FHWA official letter to the Interstate Traveler Company clearly outlining the legal authority of the Governor of a State in the United States does (in fact) hold the legal authority to engage our Public Private Partnership granting right of way on the Interstate Highway. Private and commercial investors stand at the ready to begin funding the final stage of development once a PPP is signed or negotiated with acceptable conditions. Further, our business model includes an international franchise model called a Regional Director Agreement that will lease, for a fee, the limited rights to build, own and operate our rail technology in a Region such as a Country, State, County, City, or other location.

8) - IN CONCLUSION, the following items are worthy of note.

The Hydrogen Super Highway project team is at an opportune moment. We are prepared to build an adequate scale physical demonstration unit at a modest investment. Our slotted linear motor magnetic levitation motor design has been thoroughly computer vetted by a superior software company. The remaining elements of the system are "off the shelf" available technologies, with some additional safety standards that will be precedent setting for advanced safety standards, saving thousands of lives.

At a presentation in California to Parsons Brinckerhoff (the Program Manager for the California High Speed Rail Authority), PB engineers, managers and marketers took significant time to discuss our project after the presentation. The discussion and comments centered on their input that the Hydrogen Super Highway project design features would solve MANY KEY ISSUES that they are facing. They lauded the solutions provided by our elevated model (eliminating many ground crossing and mitigating eminent domain items), the multi mode ability (allowing a combination of expedited traffic for pedestrians, vehicles and freight), the very small turning radius compared to traditional rail, allowing more access points and the safety of our unique maglev computer vetted motor design. In addition, they praised the bulk creation, storage and distribution of hydrogen capabilities.

The deployment of the Hydrogen Super Highway will bring the advantages of clean, renewable hydrogen production, safe storage and distribution to the United States, all while creating many good JOBS. This is more important than ever with Toyota, Honda and Hyundai bringing their hydrogen vehicles to the marketplace. The CEO of Toyota, Jim Lentz, in a recent speech at Northwood University said, "….hydrogen is the real solution…." In addition, the CEO of Ford, Alan Mulally, in a Fortune article stated that, "……(Ford) is very bullish on hydrogen….". While they and others in the industry have stated that it will take private/public partnership to provide hydrogen infrastructure. The U.S. Air Force Research Lab has had us speak at major alternative energy conference events and indicate that they see the Hydrogen Super Highway as a potential path to a Hydrogen based environmentally sound energy solution. See the one page letter from Dr. Addison Bain of NASA which is the second numbered document in our DropBox data library at the following link:
https://www.dropbox.com/sh/1z9r9s5l1lil2ef/BSrDg56sxL

The Hydrogen Super Highway is a superior, self-sustainable form of mass transit, unique to the world. Combined with our above grade innovative utility chase our system brings added value to both customers and investors. Any municipality along its routes can be provided with either an additional level of service redundancy or utility upgrades to a community in need. Along it route local communities will also be the beneficiaries of jobs throughout its span. . It has the ability to significantly contribute to the balance of trade of the United States via manufacturing and related JOBS. The bulk hydrogen is a path to clean hydrogen vehicles on our roadways and at the same time the multimodal transportation reduces wear and tear on our roadways, improves safety and reduces the need for non-renewable energy resources (including foreign imported oil). We are confident that collaboration on the funding for a physical model and continuing dialogue related to right-of-way agreements will lead the United States to a brighter and renewable future.

THANK YOU FOR YOUR TIME AND INTEREST

The Interstate Traveler Company
Detroit Michigan - 24 March 2014

ADDENDUM OF FIGURES

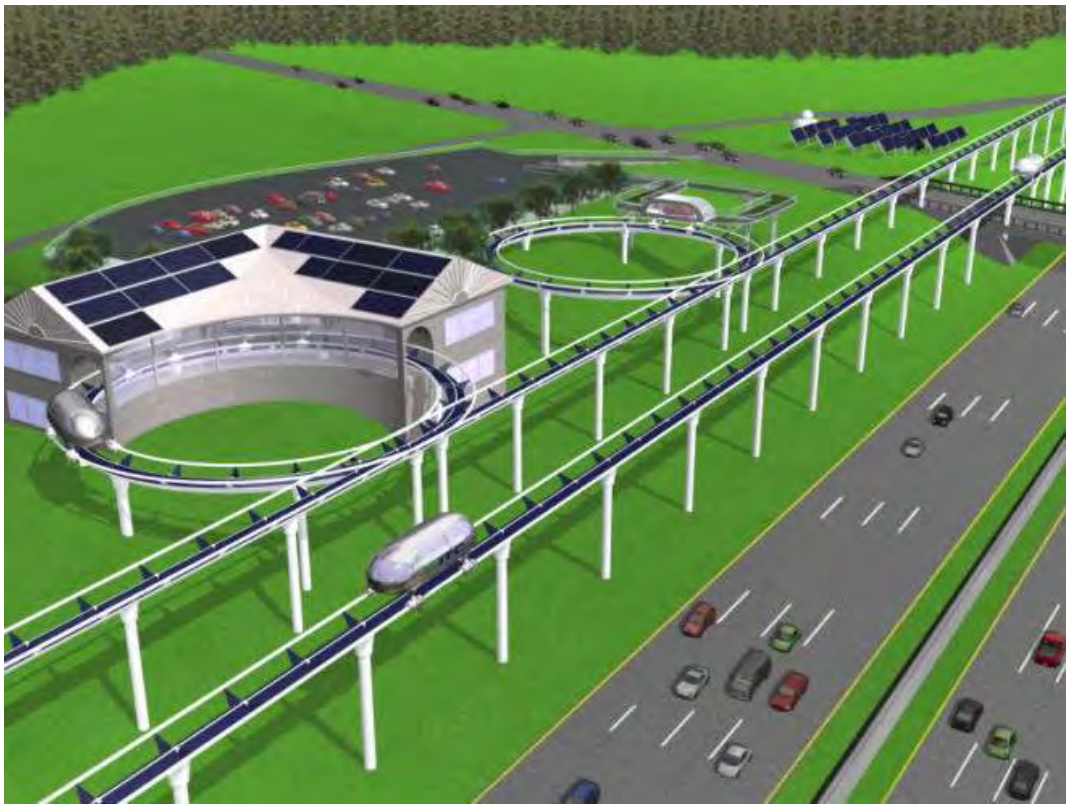


Figure 1 - Traveler Station with Loop Interface

Figure 2 - Traveler Station - Cut-Away View

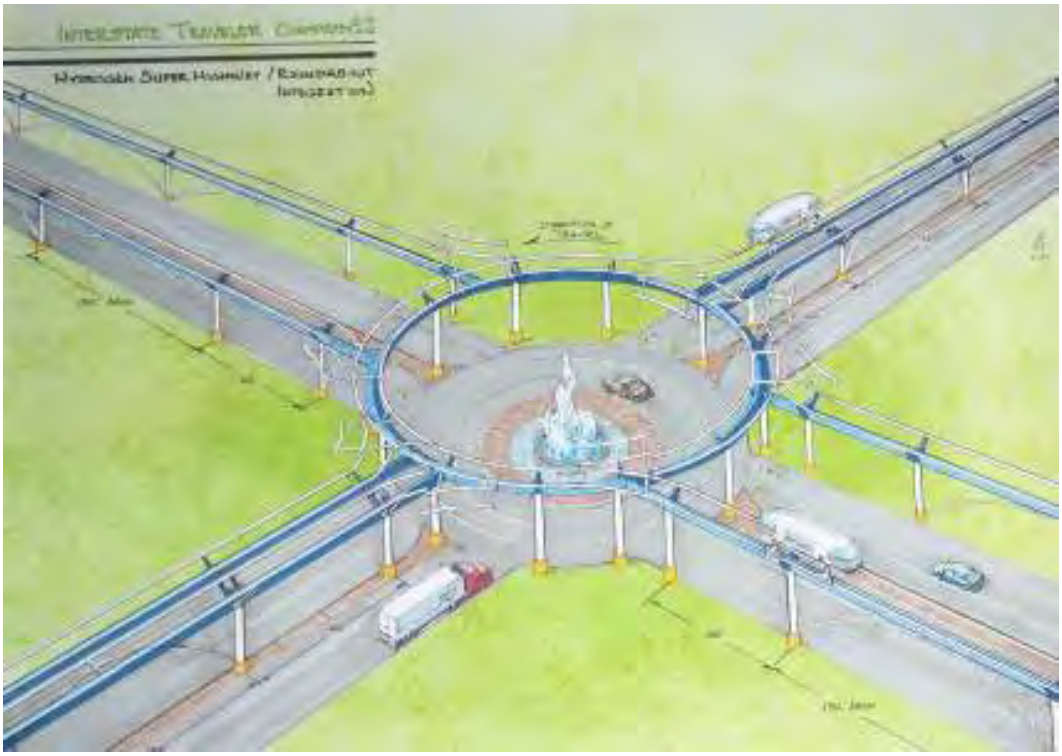


Figure 3 - Interstate Traveler Seamless Network Integration

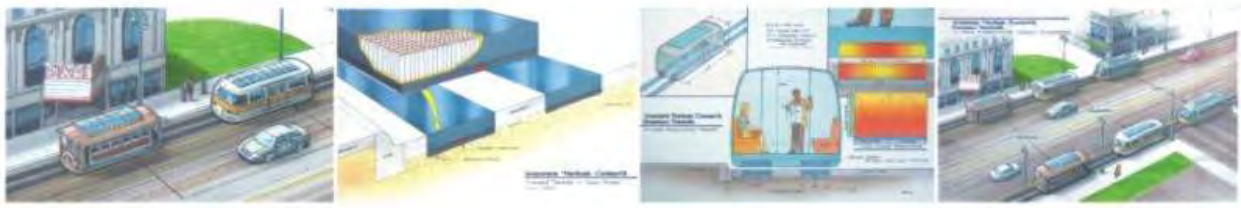


Figure 4 - Interstate Traveler - At-Grade Maglev Transportation System

Figure 5 - Interstate Traveler - Integrated Installation Crane

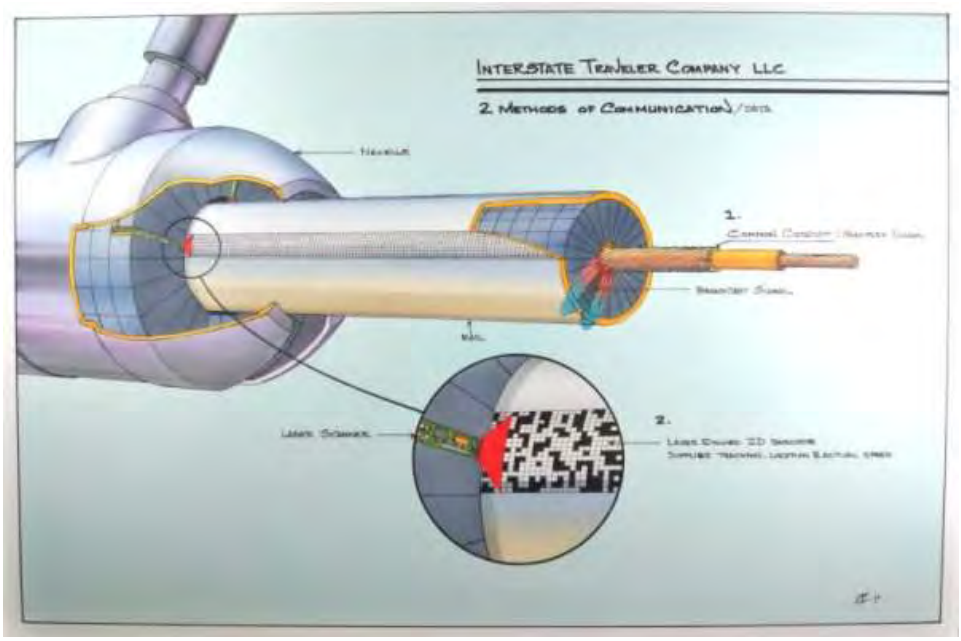


Figure 6 - Interstate Traveler Maglev Rail System

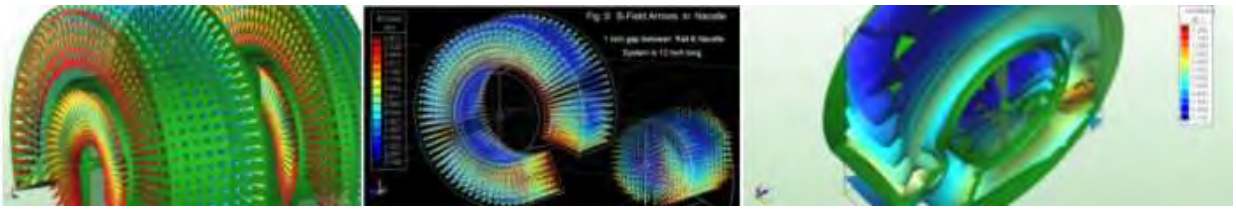


Figure 7 - Interstate Traveler Comapany's Unique Maglev Coil System

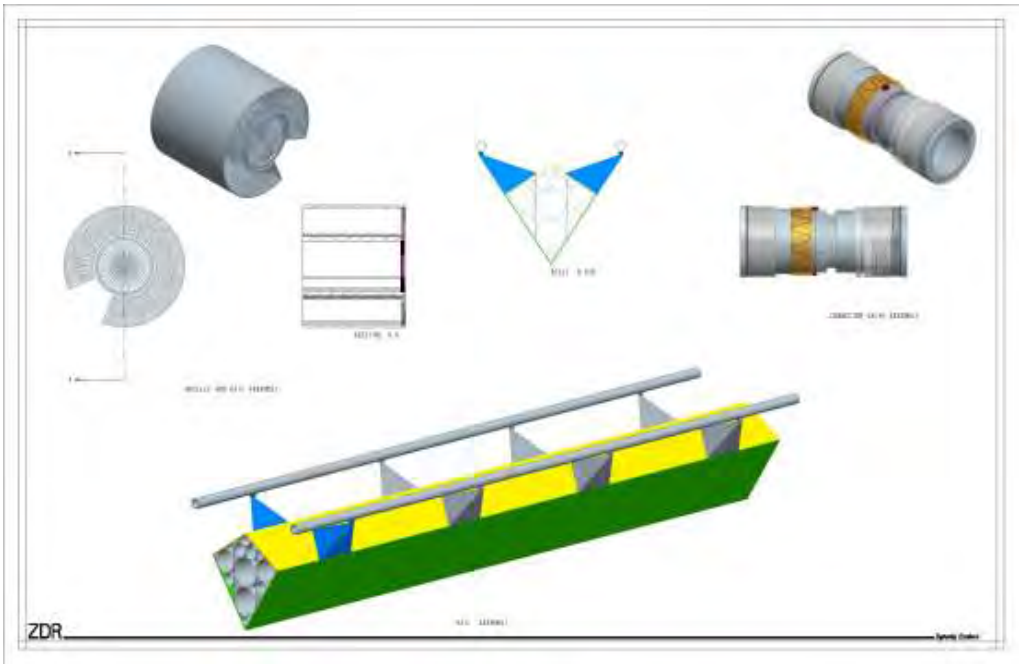


Figure 8 - Interstate Traveler Rail - Engineering Drawings

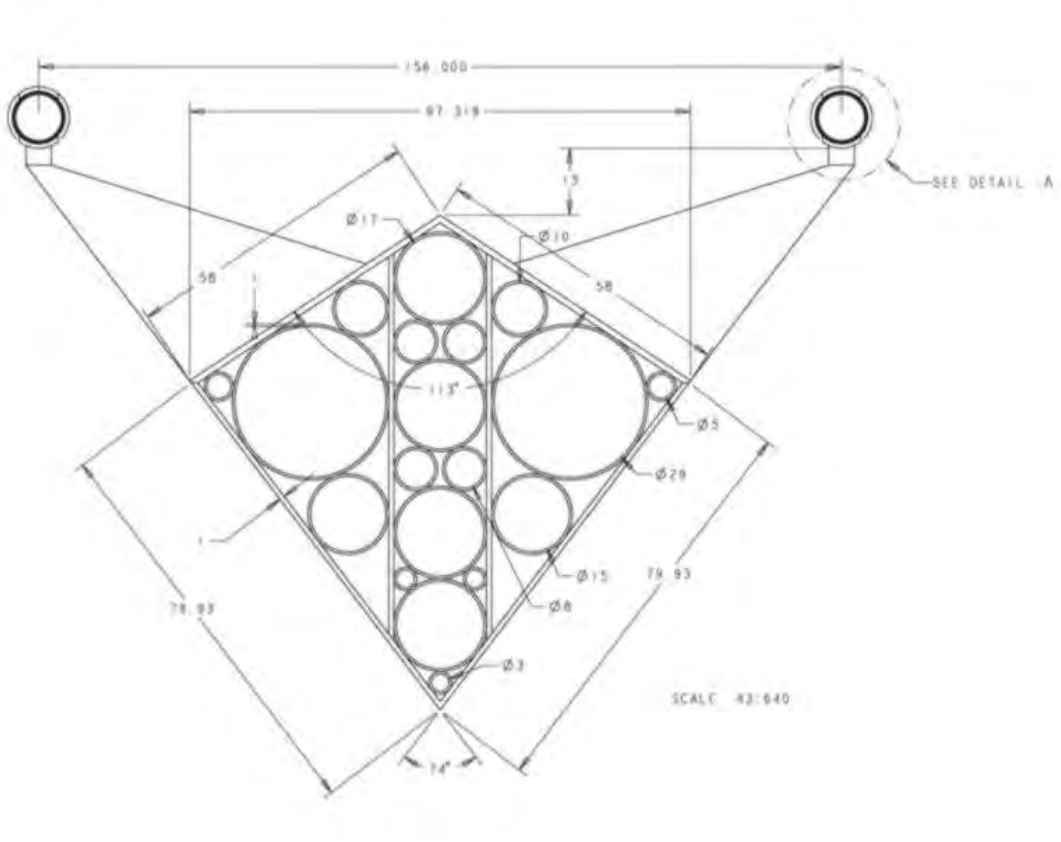


Figure 9 - Interstate Traveler Primary Rail Cross Section

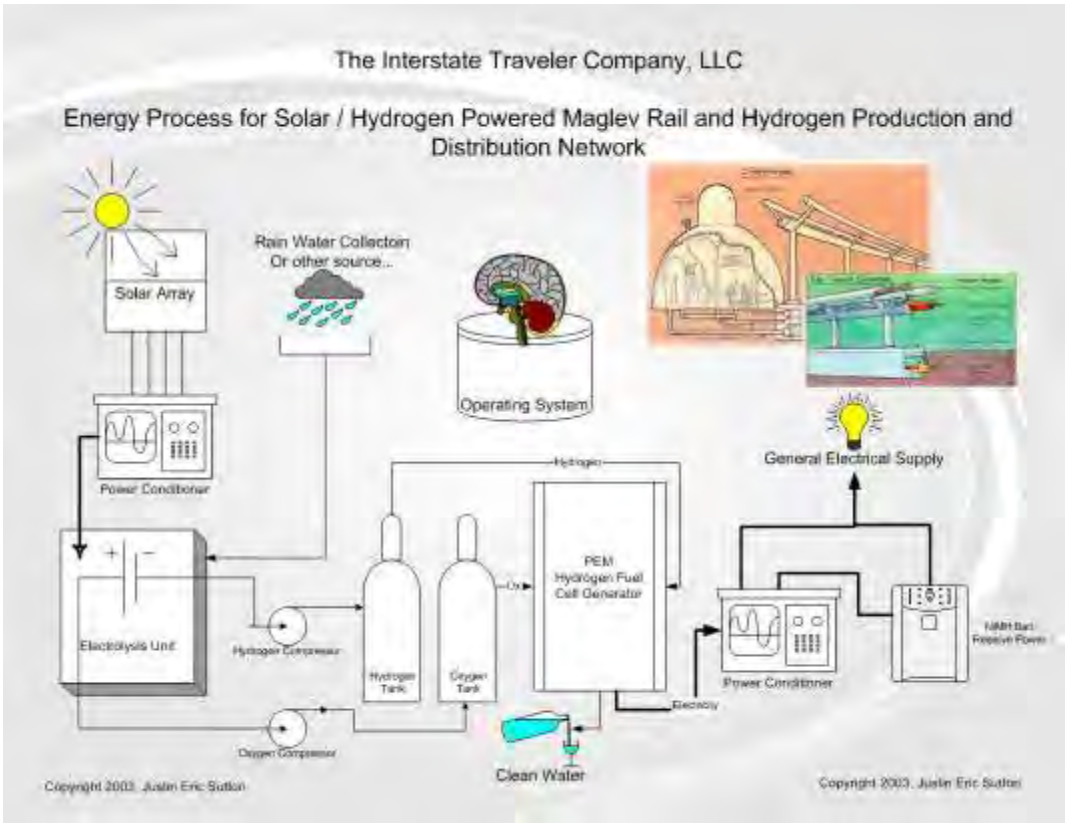


Figure 10 Interstate Traveler Simplified Energy Process Diagram

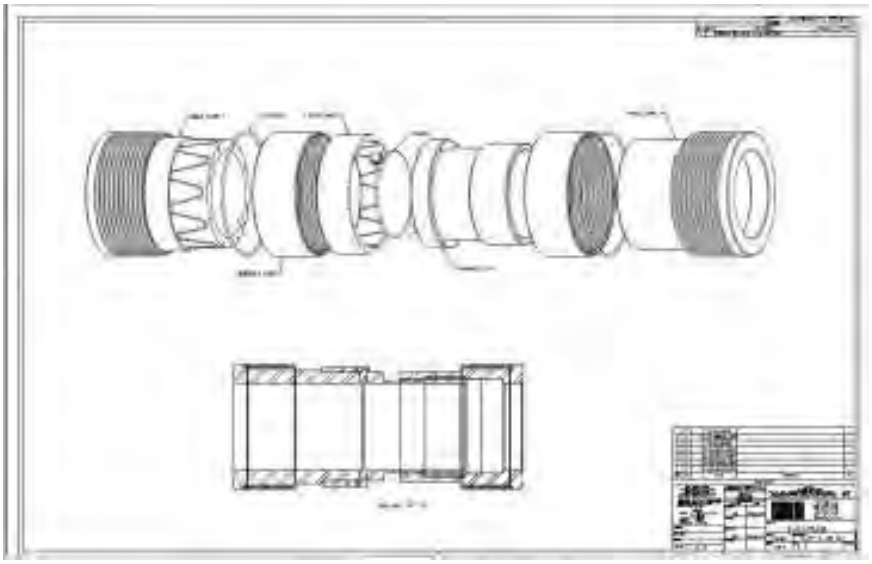


Figure 11 - Interstate Traveler - Valve Bulkhead - Emergency Safety Seal

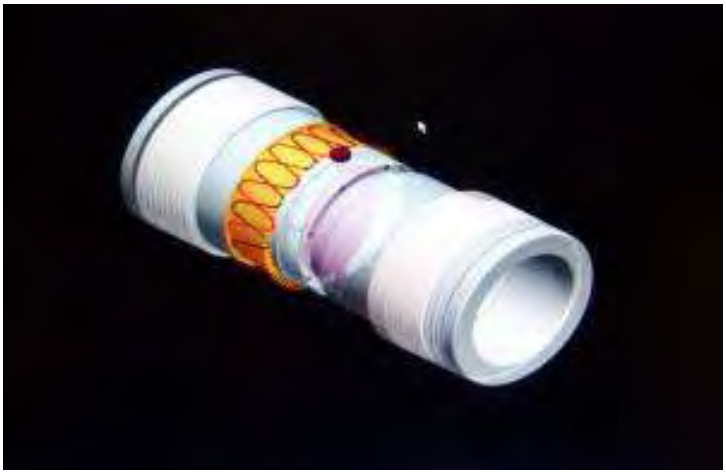


Figure 12 - Interstate Traveler Valve Bulkhead Computer Model.

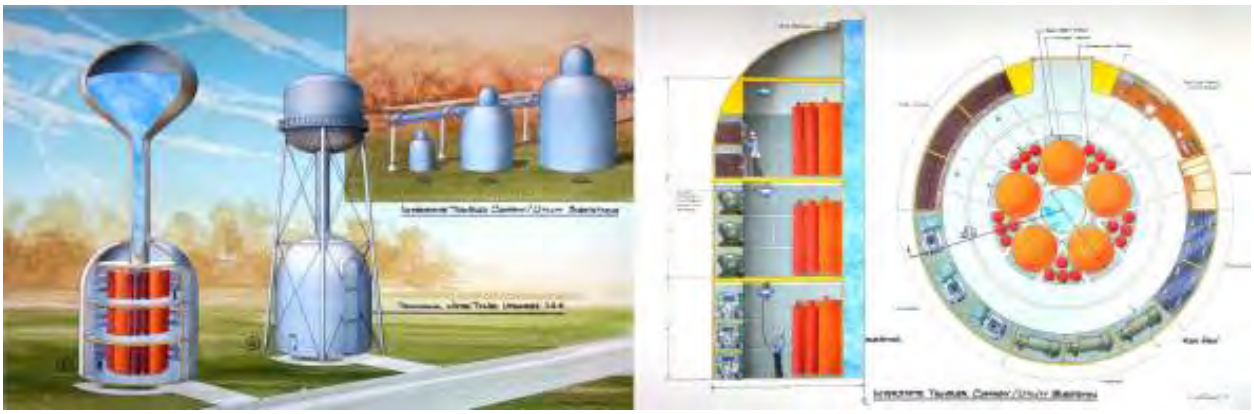


Figure 13 - Interstate Traveler Company Utilty Substation

Interstate Traveler Utility Substation

Cost Model Analysis

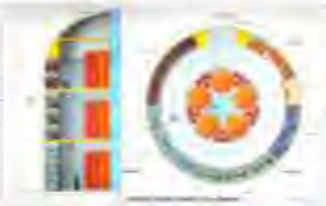
Chose a Diameter of Substation in Feet	
60	Feet
30	Radius
3	Stories
8	Story Height in Feet
24	Total Height Main Cylinder Wall
0.125	Steel Thickness in Inches
Solar Panel installation	
15	watt/sqft
1,980,000	Watts/Hour
6	Solar Hours Per Day
11,880,000	watts/day
237.600	kg of H2 / day @ 50Kw/Kg
$22.00	Cost / Sqft of Solar Panel
132,000	Total Square of Solar
3.03	Acres of PV
Hydrogen Electrolysis	
Genset Capacity	
27	Number of Gensets
500	HP
13,500	Total HP Output
10,084,500	Total Watt Output at 747 Watts/HP
10.08	Total Gigawatts - On Demand
Water Vessel Size	
88%	Percent of Diameter
52.8	Water Vessel Diameter
27.98	Radius
46.73	Height of Water Vessel is = to the Radius * 1.67
114,914.68	Volume of Cylinder
51,608.39	Water Vessel Volume with domed ends
166,523.06	Total Volume of Water Vessel in Cubic Feet
1,232,270.67	Total Gallons 7.4 US Gallons Cubic Foot
Cement Slab	
0.5	Slab Thickness in Feet
1413	Volume of Cement in Cubic Feet
52.3	Volume of Cement in Cubic Yards
$180.00	Cost of Cement per Cubic Yard Installed
$9,420.00	Cost for Cement Foundation
Total Surface Area of Steel on Primary Geometry	
2	Floors - Diamond Plate Flooring
5652	Area of Floors Diamond Plate
4521.6	Main Cylinder Wall
5652	Top Dome
8,212.88	Water Vessel walls
9,835.79	Water Vessel Dome ends
18,048.67	Total Surface Area of Water Vessel
150.72	Center Water Column 2 foot in Diameter
28,372.99	Total Surface Area of Steel in Square Feet
4,085,711.09	Total Surface Area in Square Inches
510,713.89	Total volume in Cubic Inches
142,999.89	Total Mass @ 0.28Lbs / Cubic Inch
715.00	Total Mass in Tons
3%	% extra steel for structural assembly
736.45	Total Mass in Tons with Structural Mass
$857,999.33	Total Cost Type A
$571,999.55	Total Cost Type B
$214,499.83	Total Cost Type C

Substation Primary Component Costs		Qty	Total Amount
$5,000.00	Gen-Set 12Kw	27	$135,000.00
$20.00	SqFt Solar Installed	132000	$2,640,000.00
$3,000.00	Electrolyzer	32	$96,000.00
$2,000.00	Electronics Controls	1	$2,000.00
$2,000.00	Water SubSystems	1	$2,000.00
$50.00	Batteries	40	$2,000.00
$2,000.00	Small Pressure Vessels	60	$120,000.00
$20,000.00	Large Pressure Vessels	15	$300,000.00
$2,000.00	Overhead Costs	2	$4,000.00
Type B	SubStation Structure	1	$571,999.55
	Cement Slab	1	$9,420.00
	Sub Total for Substation with Solar Panels		$3,882,419.55
	Sub Total for Substation Only		$1,242,419.55

Trina Solar Honey 250 Poly Solar Panel

	MM	Inches	Feet
length	941	37.04717	3.087264
width	1650	64.9605	5.413375
SqMM	1552650		16.71252

250 watts
14.96 Watts/Sqft
$205.00 retail
$12.27 $/sqft



0.125

Figure 14 - Interstate Traveler Utility Substation Cost/Performance Modeling

World Wide Hydrogen Super Highways
Interstate Traveler Co LLC

4990 S OLD US23 HWY - STE A - BRIGHTON - MI - 48114 - USA

Sample Document

HSH Regional Director Agreement

Regional Director Agreement

This Contract is an Agreement by and between the following Two Legal Entities herein known as "Parties"; The Regional Director; _____ _____ (herein known as Director) and **The Interstate Traveler Co., LLC**, 4990 S Old US23 HWY, STE A, Brighton, Mi 49114 (herein known as Traveler). Where both Director and Traveler are referred to in mutual direct reference are herein known as "Parties".

Whereas this Agreement set forth in 22 Sections of this 14 page document is herein referred to and will act as the Agreement between the Director and the Traveler.

Now THEREFORE, the Traveler and the Director agree as follows:

1. Recitals

Whereas, the Interstate Traveler Co, LLC is an infrastructure development company engaged in the promotion, research, development, fabrication, installation and maintenance of a solar powered plug and play infrastructure system of subsystems which integrate an elevated magnetic levitation transportation system with municipal conduit for signal cable, broadcast radio, fiber optics, electrical distribution and conduit for a multitude of liquids, vapors and gases. Said system dedicates a portion of the solar power to hydrogen production and distribution of sufficient size and scope to self sustain the system of systems and create a growing surplus of stored energy in the form of stored hydrogen as well as in other battery technologies. Said system employs the conduit cluster and subsystems to operate and maintain a constant supply of potable water along with all standard municipal services to all attached Traveler Stations and Substations. Said system is operated using a TCP/IP styled nested domain addressing electronic network operating system that will facilitate the routing and position control of multiple transports, record and control the gathering, dispensing and movement of materials, signals and energy in the system and share real-time data to enable a growing rail network of independent, interconnecting and interoperable rail networks. Further the network operating system will provide direct addressability and control of all valves, switches, meters, gauges, motors, monitors, cameras, kiosks, sensors, relays, regulators, interfaces, lights, locks, actuators, future subsystems and electronic databases. Further the operating system environment may allow for the real-time communication of redundant independent computers and computer programs that may host the operating system that may control all of the components used in the operation of the system, allowing for the seamless expansion and reconfiguration the system in a "plug and play" fashion. Further, said operating system will include failover backup systems, data archiving, and the ability to compute, store and report values based on system activity, performance and integrity that may be used in ongoing performance analysis, enhancement and general accounting. Subsystems include water generation, water conditioning, sewerage processing and high-intensity spectral inundation for the destruction of biological and organic contaminates in water supplies and other materials as may be applied. A portion of

the Hydrogen produced will support solid waste deconstruction using Hydrogen plasma and electric-arc plasma technology to reduce all source material into it's mineral base for commodity sale; the afore described system IS commonly known as the Hydrogen Super Highway will hereafter be referred to as the HSH.

Whereas the Traveler wishes to have its current and future products and services promoted and marketed in various regions of the World regulated by standardized agreements under the executive authority of a Regional Director, the prime directive of the Regional Director is to promote the HSH as a social and economic enhancement to complement existing infrastructures, provide new manufacturing opportunities for existing industry while creating a new economic ecosystem to host new business within the Traveler Stations, the Transports and in the adjacent territory with the intent of creating the largest number of sustainable jobs possible, which is the profitable intention of this agreement and the Authorized Purpose of this Agreement.

2. Region

The Director will exclusively represent the Traveler in the Region known as,

Arab Republic of Egypt

Where said region is geographically and legally recognized as a sovereign governing authority with the right to legally grant right of way. The sovereign territories of the same collectively known as Region, where the Region also means the account(s) and potential accounts, subsidiary business entities, legal agreements and properties that may be established within the boundaries of said Region shall be managed by the Director on behalf of the Traveler.

3. Director Commission

a. The Director will be entitled to a fixed 3% commission on profits from the commercial sale and use of Traveler Technology, with emphasis on the HSH to be sold to, or used by, with and for entities within the Director's Region resulting from the Director acting under the auspices of this agreement, where the commission would include profits from the direct sale of products and services, the leasing and or licensing of products and services, and from any ongoing royalties that may be a part of the profits earned by the Traveler according to this agreement.
b. Commissions will only be paid on new contracts brokered by the Director that are signed while this contract is in force. If a contract is signed within the Region after the dissolution of this Agreement, and such contract is signed within 1 year of dissolution, a meeting of binding arbitration according to the Laws of the State of Michigan will be held in the State of Michigan to determine if any commission may, or may not, be due to previous efforts of the former Director.

c. The Director is entitled to a fixed 4% commission on any investment capital, up to $1 million USD, and a negotiable commission for amounts greater than the same, invested into the Traveler brokered by the Director from any legitimate source worldwide that is legally permissible and acceptable under the authority of the United States Federal Government, payable only upon the full receipt of the investment, unencumbered and fully dispensable by the Traveler in the United States.

4. Acknowledgement of Right and Exclusivity

a. The Director is exclusively appointed by this Agreement to form the Regional LLC as described in this Agreement where the Director and Regional LLC are empowered only by this Agreement for the exclusive right to develop the commercial market the HSH and future products, technologies and services as described in Section 1 in the Region.
b. The Director will act autonomously under the governing laws of the Government of the Country of the Region and has the exclusive right to the commercialization of the HSH in said Region only limited by the duration of this Agreement according to the terms of this Agreement.
c. The Director is hereby empowered with the legal right to establish a legal business entity in the Region on behalf of the Traveler by this Agreement herein known as the Regional LLC (Exhibit A) where the Director is equally subject to disempowerment and removal of all rights under this agreement by willful misconduct, malfeasance, dereliction of duty or breach of contract.

5. Relationship and Responsibility

a. The Director relationship to the Traveler in the performance of this Agreement is that of an Independent Contractor performing the services of this Agreement and shall not be an employee of the Traveler.
b. The Director will manage all relations with the Government of the Region and with the municipal, commercial, public and private business entities within the Region
c. The Director shall not have the authority to bind the Traveler in any manner.
d. The Director will advise, accompany and be available to the active duty officers of the Traveler and the Managers of the Traveler as needed pursuant to the intentions and Authorized Purpose of this Agreement.
e. The Director will present potential business opportunities to the Chief Communications Officer (CCO) of the Traveler who will present said opportunity to the Board of Directors of the same for advanced negotiation and approval.
f. The Director must demonstrate proficiency in geographic, historic, political and cultural knowledge of the Region.
g. The Director will initiate demonstrations, presentations and respond to formal inquiries within the Region and to dedicate such time as may be necessary to initiate communications with Sovereign legal Authorities of the Region as

may be required along with Commercial and Trade organizations such as Chambers of Commerce, Industrial Societies, Unions and Universities.

h. The Director is authorized to prepare and execute the Public Private Partnership (Exhibit B) as fiduciary of the Regional LLC which will be subject to approval by the Board of Directors and written acceptance by the Traveler.
i. The Director and the Traveler will not suffer to permit or allow the commensurate construction of an HSH system installation without fully vetted evidence that the complete funding package for the complete construction of the proposed system is fully bonded, guaranteed and without restriction to complete the system as planned and submitted for funding where such circumstances would adversely effect or cause the delay of the complete construction of an HSH installation.

6. Organizational Method – Standardization of Documents

a. The Director will immediately hereafter legally register and maintain a Limited Liability Company (Regional LLC) in said Region for the express purpose of commercializing the HSH technology in said Region and that the Regional LLC will be registered and maintained as an exact duplicate of the Interstate Traveler Co. LLC with the exception of sections and subsections that describe the names and divisions of ownership and names of Managers.
b. The Director will immediately replicate and implement future standardized organizational documents, including all specific plans and specifications of the basic HSH system provided to the Director by the Traveler.
c. The Director and the Traveler may under the auspices of this Agreement and with mutual approval form additional subsidiary organizations to promote other technologies made available by the Traveler within said Region.

7. Retention of Ownership and Dilution of Regional LLC

a. The Traveler will maintain a non-diluting 22% of the Vote, Equity and Profit of all business activities of the Regional LLC and subsidiary entities in the Director’s Region authorized by this Agreement.
b. The dilution of equity of the Regional LLC will begin with this Agreement yielding the 78% remainder to the Director for further dilution as may be necessary to attract and retain local investors and local executives working on behalf of the Regional LLC.
c. The distribution of the 78% is wholly managed the Majority Owner(s) and/or by the Managers of the Regional LLC as established under the terms of this Agreement.

8. Documentation, Records and Reporting

All business under the auspices of this Agreement will be kept confidential.
Any documentation created in the execution and activities of this Agreement will remain the property of the Traveler and all reasonable assurances will be made by the Director to securely and confidentially maintain and provide records, databases,

and underlying documentation forthwith, and will provide copies at the request of the Traveler within 30 days of written demand sent by bonded courier.
The Traveler maintains the right, at the Traveler's expense to inspect the legal and financial documentation and records of the Regional LLC at any time.
The Director will produce quarterly reports due on the last day of the 3rd, 6th, 9th and 12th month of the year. Quarterly Reports shall include but not be limited to legal, financial and political status reports on the Region and on the Regional LLC. All Quarterly Reports must be submitted in non-editable digital facsimile such as a JPG and a single copy printed on standard letter sized paper sent by bonded courier signature required with return receipt to the Traveler.

9. Structural and Non-Structural Design License

The Regional LLC may exercise extreme flexibility in architectural design variation from place to place within the Region subject to approval by Traveler. Traveler will exercise no restrictions on elemental design that does not impair or degrade the primary function or compromise the structural integrity or interoperability of the HSH system of systems as herein described, or adversely affect other technologies yet to be introduced separately or inclusive of the HSH system of systems. The quality of construction materials and that of workmanship and attention to detail shall meet or exceed the requirements of the Traveler specifications and be subject to Traveler inspections and final approval. All contactors, doing work on behalf of Traveler and that of the Director, or Investors working on behalf of the Regional LLC shall meet or exceed the prequalification requirements of the Traveler and be fully licensed, insured and bonded. Failure of any kind by the Director or any or all entities (Suppliers, Vendors, Subcontractors, Consultants, and Contractors) to abide by the standards and provision of Traveler requirements shall not relieve the Director or the Director's legal entities of liability to the Traveler or the Laws in the Region in which work is conducted

10. Conduct / Liability

Representation standards for the Director call for proper decorum insofar as to not defame the Traveler, officers or business, or bring liable charges upon the Director or the Regional LLC. Director will not be liable for any activities of the Traveler and the Director will only be liable if demonstrable evidence of gross negligence by the Director in performance of this contract.
The Director will exhibit and act with conduct of the highest decorum, respectfulness, kindness and professionalism in order to be the best representation of the Traveler's ideals to resonate throughout the world where quality, dependability and cleanliness are synonymous of our Traveler's trademark attributes which represent order, prosperity and fairness.

11. Confidentiality

Information (the "Confidential Information") will be transferred between the Parties in connection with the Authorized Purpose of this agreement. Such Confidential Information may include but is not limited to ideas, inventions, concepts, business

plans, discoveries, formulae, processes, photographs, designs, specifications, drawings, prototypes, samples, improvements, developments, applications, engineering data, manufacturing data, marketing data, customer names, trademarks, trade names and trade secrets, whether or not the same are or may be patented, registered, copyrighted or otherwise publicly protected, and all of the foregoing generated in the performance of this agreement. To the extent that such information exchanged between the "Parties" under this contract is considered, privileged, proprietary and confidential property of the Traveler as mentioned in Section 8 above.

12. Non-Circumvention

The "Parties" will not represent any other competing interests in as much as the "Parties" intending to be legally bound in connection with the Authorized Purpose, hereby irrevocably agree and guarantee to each other that they shall not, directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate each other's interest, or the interest or relationship between the "Parties" with government officials, agents or authorized representative, producers, sellers, buyers, brokers, dealers, distributors, shippers, subject matter experts, professional advisors, financial institutions, investors, technology owners, manufacturers, designers, engineers, contractors, strategic partners, employees. The Parties also agree not to change, increase or avoid, directly or indirectly payment of established or to be established fees or commissions or initiate buy/sell relationships, or transactional relationships that by-pass one of the "Parties" with any entity, group or individual revealed or introduced by one of the "Parties" to one another in connection with the Authorized Purpose.

13. No Transfer of Ownership or Authority

The Technology employed by Traveler including but not limited to the HSH shall remain unencumbered by lien or claim of ownership beyond compensation for services rendered under this Agreement as a strict value for service Agreement that terminates with this Agreement with no further rights or benefits beyond those of the Director's established Regional LLC. The Director and the Regional LLC do not have the authority to transfer the rights granted by the Agreement to a 3rd Party.

14. Performance Guarantee - Limited Obligation

The Director is responsible for the successful execution of business agreements within the Region and in so doing provides a guarantee to perform those duties with reasonable due diligence and to reach a profitable status via the obligations of this Agreement. The Director will voluntarily release all rights to this contract on the first day after the passing of twenty four (24) months from the date of signing, unless reasonable assurance of near-term success, as outlined in a continuance request memorandum submitted to the CEO with the final quarterly report is found serviceable by the Traveler.

15. U.S. Federal Authority (Foreign Corruption Practices Act)

The "Parties" hereby acknowledge they are aware of the United States of Federal Authority with oversight under the Laws, Rules and Regulations of the Federal Authority, specifically, the 'Foreign Corruption Practices Act' and agree to be bound by its covenants for any and all transactions contemplated and performed herein.

16. Execution / Duration / Dissolution / Severability

This Agreement shall become effective upon its signing by both "Parties" and witnessed by at least two additional Parties. The Agreement shall remain in perpetuity until dissolved by the obligations of this agreement, by mutual agreement of both Parties, or by one Party with cause, by giving the other party sixty (90) days written notice. Any and all commissions earned during the execution of this contract will be subject to all fees due from the Director to the Traveler at the time of dissolution, 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 unserviceable by law, the remainder of the Agreement shall remain in force. Failure by the Traveler to enforce any part of this agreement shall not be deemed a waiver thereof and shall remain and continue to be enforceable at any time by the Traveler, at the Traveler's sole discretion. Breach of agreement by either party does not imply or indicate a waiver by the Traveler of any of the terms of this agreement nore the enforcement of the same.

17. Survivorship

The obligations of this Agreement are non-transferable and upon such time as the Director becomes unable to fulfill the responsibilities of this contract the Traveler will retain all rights. On behalf of the former Director and for those legally enjoined with the former Director under this Agreement, the Traveler may choose to appoint an interim Director until such time as a new Director can be found to replace the former Director. If the Regional LLC becomes legally unable to meet the obligations of this agreement, the Traveler will retain all rights to future developments within the Region.

18. 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. In all matters of law applicable to this agreement and in all conflicts of law such as may arise under it, this agreement shall be subject to the State Laws of the State of Michigan, under the Federal Authority of the United States without regard to any other law.

19. Revenue Sources

The following constitute the range of profitable services directly provided or enabled by the HSH installation pursuant to the profitable establishment of the Regional LLC and constitute the basis for profitability of the Regional LLC.

1. Transportation Private	11. Advertising
2. Transportation Commercial	12. Communications (Fiber/wire/wireless)
3. Transportation Municipal	13. Data Storage (Cloud Computing)
4. Environmental Sensor Network	14. Water Reproduction and Distribution
5. Energy Production	15. Sewerage Handling / Mitigation
6. Energy Storage	16. Hydrogen / Oxygen production & storage
7. Energy Distribution	17. Electrolytic harvesting of Ocean Brine (Gases / Minerals)
8. Energy Conversion	18. Commercial leases in Traveler Stations
9. Liquid/Vapor/Gas Pipelines	19. Technology and Likeness Licenses
10. Liquid/Vapor/Gas Bulk Storage	20. Hobby/Toy Marketing

20. Operational Fee

a. The Director will be responsible for the collection of the Operational Fee and delivery of the same to the Traveler on the Last Day of the 3rd, 6th, 9th, and 12th month of each calendar year.
b. The Operational Fee will be calculated as 1/1,000th of the total revenue as collected at the time payment is received for services rendered to include the Revenue Sources in Section 19.
c. As a requirement of Operational Maintenance the Traveler will conduct annual safety inspections and audits to insure compliance with all codes standards.

21. Regional Fee

a. The Director acknowledges the rights and benefits of the exclusive legal authority to represent the Traveler in said Region.
b. The Director acknowledges the value of the market in the Region and the entrepreneurial opportunity costs necessary to formally establish the Regional LLC.
c. The Director acknowledges the trust reposed in the Director by the Traveler to quickly and successfully achieve a profitable business entity within the

Region and that the Limited Obligation and Performance Guarantee constitute a risk to the Traveler where potential profits could not be realized.

d. The Director agrees and is obligated to the payment Regional Fee.
e. The Regional Fee shall be 1/1000th of the publicly acknowledge GDP Purchase Power Parity known the year prior to signing of this contract. The Regional Fee will be disbursed in the following manner:
    i. 1/10th of the Regional Fee due at signing as a "Signature Guarantee" in US Dollars in account set up in the US that is available unencumbered, without sanction and fully dispensable within the USA by the Traveler.
    ii. 1/10th of the Regional fee due at signing will be placed in an escrow account that is within the Region, or accessible from the Region, to be made immediately available as a capital fund for the Regional LLC.
    iii. The remaining 8/10^{ths} will be due upon signing of a fully financed installation of the HSH Rail System in the Region to be negotiated within the structured financial package for construction.
    iv. If the Signature Guarantee is not paid in full within 30 days of signing, the contract will be deemed abandoned by the Director and will be fully dismissed of all terms in full annulment and fully dissolved. (except for certain rights of the Traveler------such things that protect the Traveler from the "Regional Director" interfering, competing, etc.---best to specifically state the applicable paragraphs that survive and remain in affect).

22. Regional Fee Work Sheet

Regional GDP	$1,199,000,000,000.oo	USD PPP (ARE est.2017)
Regional Fee	$1,199,000,000.oo	1/1,000th
Signature Guarantee	$199,900,000.oo	1/10th of Regional Fee
Regional LLC Capital Fund	$199,900,000.oo	1/10th of Regional Fee
Balance of Regional Fee	$959,200,000.00	
Balance of Regional Fee Split	50/50	
	$497,600,000.oo	Regional LLC
	$479,600,000.oo	Traveler

The remainder of this page is intentionally left blank

Now therefore the Director and the Traveler forthwith sign in Agreement to the terms herein described, and by this Agreement authorize the Director to creation a Regional LLC to be called _____

On Behalf of the Director:

Regional Director

Name (printed):_____

Authorized Signer (printed): _____

Signature
for Regional Director _____Date:_____

Witness:
Name (printed):_____

Signed: _____Date:_____

Witness:
Name (printed):_____

Signed: _____Date:_____

On Behalf of the Traveler:
Interstate Traveler Co, LLC Founder and Managing Partner

Justin E. Sutton
Signed: _____Date:_____

Interstate Traveler Co, LLC Chief Executive Officer

Jim M. Jung
Signed: _____Date:_____

Interstate Traveler Co, LLC Co-Founder and Managing Partner

H. Frank Sutton
Signed: _____Date:_____

Exhibit A (Regional LLC)

Exhibit B (Public Private Partnership)

Appendix A - Interstate Traveler Nomenclature

HSH refers to the Hydrogen Super Highway
HSH Rail refers to the entire system of systems that make up a functional installation of rail with necessary controls, conduits, substations, traveler stations, transports, et.al,
Conduit Cluster refers to the central support rail that contains a structurally integrated cluster of conduits for a multitude of services such as the piping of fluids and gases, fiber optics, and electrical conductors, etc, where said Conduit Cluster is laminated with photovoltaic material for the daily collection of energy.
HSH Rail Section refers to a premanufactured section of rail that is 60 feet long comprised of a Central Support housing a Conduit Cluster, which supports a pair of cylindrical rails that house magnet packs that facilitate the linear motors of the HSH Transporters.
HSH Rail Segment refers to any set of Sections connected to a Utility Substation
HSH Rail Connector Plate refers to the device used to connect each prefabricated HSH Rail Section together, which also facilitates real-time flow control and flow monitoring and acts to terminate flow from conduit in the event of physical damage to a rail section before or after the Connector Plate.
HSH Transporter refers to any of the various purpose built maglev vehicles that ride the rail
Utility Substations refer to the utility management structures built every 5 miles along the rail that provide housing for redundant computer control systems, energy conversion devices, energy storage devices, and conduit taps for local municipal access. Ideally, the Utility Substations will be built within the cloverleaf interchanges along the highway right of way. A regular installation of HSH Utility Substations approximately every 5 miles to create a redundant automatic fail-over control system which insures the greatest reliability of the HSH Rail Conduit Cluster and Transporter system via load balancing of energy systems, local conduit tap distribution systems, liquid and vapor flow controls, and the redirection of the same where necessity may require.
Traveler Stations refer to those places where passengers will enter and exit the public transit Transporters that ride the rail.
Linear Motor refers to the type of motor that provides electromagnetic position control and/or levitation to facilitate the propulsion and suspension of all Transporters on the rail.
Mag-Lev refers to a state of the art magnetic levitation system as it applies to the Transporters and the suspension, propulsion and positioning systems thereof.
Magnet Packs refers to the electromagnetic devices that are built into the rails of the HSH Rail to provide the radial counter forces necessary to provide levitation/propulsion and position control working with the forces generated by the linear motors attached to the Transporters.
Nacelle refers to the entire assembly of a slotted linear motor that wraps around the rail, i.e. typical illustrations of the HSH Rail Transporters display four nacelles.
Electrolysis refers to the process of subjecting water to an electrical current which breaks water down into hydrogen and oxygen for use as required.

Photovoltaic (Solar Array) refers to any type of material that absorbs light / electromagnetic energy, to create electrical pressure used to power electrically dependant systems.

Proton Exchange Membrane (PEM) refers to the various types of materials and technologies that provide for the molecular recombination of Hydrogen and Oxygen molecules at a controlled rate where the combination allows for the employment of the electromotive force as the nuclei combine to form water.

Regional Director (RD) refers to any entity under contract with the Interstate Traveler Co, LLC acting as the single point of presence in a delineated region such as a State or Province or Tribal Land, or Country, or block of the same, where said RD is entitled to commissions for sales, ongoing revenue and a commission for successful acquisition of investment capital, construction and operation of system.

Strategic Partner refers to companies under contract with the Interstate Traveler Co, LLC to share business critical information and to share in the development of all the systems requisite to the construction of the HSH Rail who by demonstrating an initial investment of time, services, and/or other tangibles position themselves as a primary dedicated supplier.

Energy Storage refers to the storage of electrical energy and/or potential energy in the form of a battery which may include a multitude of storage methods such as metal hydride materials, lithium ion, zinc/air, and others with a primary focus on the environmentally perfect storage of energy in the form of a multitude of isolated hydrogen and oxygen reserves where the recombination of those gases create a measurable electrical potential via PEM recombination.

Virtual Prototyping refers to the common practice of engineering and testing engineered data in a computational environment where known material performances are input into a parametric database that permits a reasonably accurate computer model closely approximating the physical properties of an actual physical model to be tested under stress and forces generated by a computer, which in turn will provide a reasonably accurate failure analysis as compared to an actual physical model. The process is commonly referred to as Finite Element Analysis (FEA).

TCP/IP (Nested Domain Addressing System) refers to an addressing system that uses mathematically derived numerical designations in ordinal layers similar to the telephone system where the first ordinal set of numbers instruct the telephone switch which area the call is intended for, the second ordinal set gives you a more definite region within the area, and the forth ordinal connects you to the destination telephone device. Also very accurately analogized with email systems of the Internet.

Optimized Autonomous Vehicle Control System refers to that part of the HSH Rail that supplies computer coordinated vehicle position controls and switch activation to permit an unlimited number of Transporters to use the HSH Rail system without disruption of the forward motion of other Transporters on the rail, yet providing a manual override for priority vehicles such as Emergency Transporters.

Multi-Modal Transit refers to the ability of the HSH Rail to support an unlimited number of uniquely built Transporters to service typical transit needs such as Passenger and Freight, and automobile ferry services.

University Coalition refers to a group of universities organized under the leader ship of the University subject to the agreement for the purposes of enhancing or otherwise increasing and accelerate the abilities of the University.

Standardize Design and Construction Requirements. Certain specific systems and components are subject to specific control of the Traveler HSH and shall be implemented under the terms of this agreement. The Director in signing this agreement agrees to abide by this provision.

World Wide Hydrogen Super Highways
Interstate Traveler Co LLC

4990 S OLD US23 HWY - STE A - BRIGHTON - MI - 48114 - USA

Sample Document

HSH Public Private Partnership

Right of Way Partnership Agreement to build the Hydrogen Super Highway
Between
The Interstate Traveler Company, LLC Authorized Director
And
The Arab Republic of Egypt

This Agreement made and entered into this_____ day of _____, 2017, by and between the Arab Republic of Egypt (hereinafter referred to as the "State Authority") for the Gujarat Department of Transportation (hereinafter referred to as the "Department") and The Interstate Traveler Co., LLC, (hereinafter referred to as Traveler) a Gujarat limited liability company whose principal office is located at 4990 S. Old US23 Hwy, Brighton, MI, USA. The Interstate Traveler Project, et al, its systems and system of systems proposed by the TRAVELER also known as the Hydrogen Super Highway is herein collectively referred to as HSH.

Unless otherwise provided in writing, only the State Authority has the authority to modify or amend the terms and conditions of this Agreement. However, the State Authority designates the Department as the State agency to manage and carry out all of the rights and obligations of this Agreement.

1. Table of Contents

2. RECITALS

The TRAVELER has developed, continues to develop, owns all rights to, including copyright and any forthcoming patents, other intellectual property developed for, or being developed for the TRAVELER, where the TRAVELER proposes the employment of the same for the development of and enhancement to, the National Interstate Highway rights of way and other rights of way, through the high-level integration of existing technology in the form of an elevated stainless steel maglev multi-modal mass transit network which hosts a Central Support beam providing structural support and housing for the "Conduit Cluster" of utilities including but not limited to water, sewage, hydrogen, oxygen, electricity, fiber optics, etc. The design includes passenger stations (Traveler Stations) within the real-estate of the Interstate Highway right of way, which may include land within the Interstate Highway cloverleaf interchanges, park and ride areas, etc. Also within the existing rights of way, the TRAVELER will construct TRAVELER Utility Substations for the hydrogen infrastructure requisite of the HSH averaging every 5 miles along the route, built within the existing right of way and/or within the available land at cloverleaf highway interchanges, or as required. Interstate Traveler Transporters are included within the cost at an average of 3 cars per mile.

The HSH will act as a grand feeder system to all local and regional mass transit systems.

The HSH system has a negligible environmental impact using an energy cycle based on solar and hydrogen power providing full operation without a requirement for the combustion of fossil fuel. With the use of stainless steel stanchions and pilings, the elevated HSH has a small foot print made of inert steel without obstructing the migrations of indigenous species and completely mitigating grade level crossings for existing road ways for wheeled vehicles and trains. The system is designed to support climatic extremes and longevity by using stainless steel for all structural elements exposed to the atmosphere.

The HSH is powered from the collection of solar power from photovoltaic solar arrays spanning the entire length and breadth of the Conduit Cluster. The solar energy is collected and used to power the electrolysis process to create and store large quantities of Hydrogen and Oxygen which when recombined produce electricity and clean water.

The Hydrogen and Oxygen will be transported through the Conduit Cluster, and may be used within the electromagnetic coils as a coolant to assure optimum efficiency from superconducting characteristics of the materials used.

The surplus energy not necessary to operate the system will be available for sale by TRAVELER. The energy surplus may be enhanced by the attachment of additional solar panels in excess of the standard installation of solar panels on the surface of the conduit cluster to include solar farms within the rights of way, and with existing lands adjacent to the rights of way.

The HSH is designed to function independent of the public electrical grid, yet include facilities to immediately connect to the public grid to supply power if necessary, or to receive power for the purpose of storage in the TRAVELER Utility Substations as a service to 3rd party energy supplier(s) such as from adjacent lands dedicated to solar farm(s).

TRAVELER Transportation Network Grid Operations, featuring real-time alternative path calculations with tracking and security based on a nested domain concept demonstrated by TCP/IP and basic telephone networks.

TRAVELER Manufacturing and Installation of HSH, et. al. is designed to maximize productivity and minimize the cost of production and installation by using modular construction of 80 foot standard lengths of HSH where a parallel installation of the 80 foot standard lengths constitutes a bi-directional installation of HSH. The installation of the HSH is accomplished by employing service vehicles that ride the rail and install one 80 foot section of rail at a time, then moving forward 80 feet to repeat the installation process. By constructing 8 sets of installation service vehicles per factory, HSH network installation will be optimized by the simultaneous installation of 4 bidirectional installations per HSH factory.

TRAVELER Transporter Platform (multi modal options) is the basic drive train and energy storage components that comprise the standard platform from which all HSH cars are built upon.

While development of this network continues and interconnects to other state networks enabling the concept of global continuity and standardization of technology the Department and TRAVELER may develop and market residual services which will add still more functionality and other characteristics to the TRAVELER to enable enhancements complimenting the long range plans of the Department.

3. Definitions

HSH refers to the entire system of systems that make up a functional installation of rail with necessary controls, conduits, substations, traveler stations, transports, et.al,

Conduit Cluster refers to the central support rail that contains a structurally integrated cluster of conduits for a multitude of services such as the piping of fluids and gases, fiber optics, and electrical conductors, etc, where said Conduit Cluster is laminated with photovoltaic material for the daily collection of energy.

HSH Section refers to a premanufactured section of rail that is 60 feet long comprised of a Central Support housing a Conduit Cluster, which supports a pair of cylindrical rails that house magnet packs that facilitate the linear motors of the TRAVELER Transporters.

HSH Connector Plate refers to the device used to connect each prefabricated HSH Section together, which also facilitates real-time flow control and flow monitoring and acts to terminate flow from conduit in the event of physical damage to a rail section before or after the Connector Plate.

Transporter refers to any of the various purpose built maglev vehicles that ride the rail

Utility Substations refer to the utility management structures built every 5 miles along the rail that provide housing for redundant computer control systems, energy conversion devices, energy storage devices, and conduit taps for local municipal access. Ideally, the Utility Substations will be built within the cloverleaf interchanges along the highway right of way. A regular installation of TRAVELER Utility Substations approximately every 5 miles to create a redundant automatic fail-over control system which insures the greatest reliability of the HSH Conduit Cluster and Transporter system via load balancing of energy systems, local conduit tap distribution systems, liquid and vapor flow controls, and the redirection of the same where necessity may require.

Traveler Stations refer to those places where passengers will enter and exit the public transit Transporters that ride the rail.

Linear Motor refers to the type of motor that provides electromagnetic position control and/or levitation to facilitate the propulsion and suspension of all Transporters on the rail.

Mag-Lev refers to a state of the art magnetic levitation system as it applies to the Transporters and the suspension, propulsion and positioning systems thereof.

Magnet Packs refers to the electromagnetic devices that are built into the rails of the HSH to provide the radial counter forces necessary to provide levitation/propulsion and position control working with the forces generated by the linear motors attached to the Transporters.

Electrolysis refers to the process of subjecting water to an electrical current which breaks water down into hydrogen and oxygen for use as required.

Photovoltaic (Solar Array) refers to any type of material that absorbs light / electromagnetic energy, to create electrical pressure used to power electrically dependant systems.

Proton Exchange Membrane (PEM) refers to the various types of materials and technologies that provide for the molecular recombination of Hydrogen and Oxygen molecules at a controlled rate where the combination allows for the employment of the electromotive force as the nuclei combine to form water.

Cultural Outreach Manager (COM) refers to any entity under contract with the TRAVELER acting as the single point of presence in a delineated region such as a State or Province or Tribal Land, or Country, or block of the same, where said COM is entitled to commissions for sales, ongoing revenue and a commission for successful acquisition of investment capital.

Strategic Partner refers to companies under contract with the TRAVELER to share business critical information and to share in the development of all the systems requisite to the construction of the HSH who by demonstrating an initial investment of time, services, and/or other tangibles position themselves as a primary dedicated supplier.

Energy Storage refers to the storage of electrical energy and/or potential energy in the form of a battery which may include a multitude of storage methods such as metal hydride materials, lithium ion, zinc/air, and others with a primary focus on the environmentally perfect storage of

energy in the form of a multitude of isolated hydrogen and oxygen reserves where the recombination of those gases create a measurable electrical potential via PEM recombination.

Virtual Prototyping refers to the common practice of engineering and testing engineered data in a computational environment where known material performances are input into a parametric database that permits a reasonably accurate computer model closely approximating the physical properties of an actual physical model to be tested under stress and forces generated by a computer, which in turn will provide a reasonably accurate failure analysis as compared to an actual physical model. The process is commonly referred to as Finite Element Analysis (FEA).

TCP/IP (Nested Domain Addressing System) refers to an addressing system that uses mathematically derived numerical designations in ordinal layers similar to the telephone system where the first ordinal set of numbers instruct the telephone switch which area the call is intended for, the second ordinal set gives you a more definite region within the area, and the forth ordinal connects you to the destination telephone device. Also very accurately analogized with email systems of the Internet.

Optimized Autonomous Vehicle Control System refers to that part of the HSH that supplies computer coordinated vehicle position controls and switch activation to permit an unlimited number of Transporters to use the HSH system without disruption of the forward motion of other Transporters on the rail, yet providing a manual override for priority vehicles such as Emergency Transporters.

Multi-Modal Transit refers to the ability of the HSH to support an unlimited number of purpose built Transporters to service typical transit needs such as Passenger and Freight services.

NOW, THEREFORE, it is hereby agreed.

4. Scope of Agreement

The parties of this contract agree that the first obligation is to support the development of the HSH as an international standard for transportation of people, commercial materials and municipal services such as are provided by the HSH Conduit Cluster and Utility Substations, et. al. to ensure total continuity of system functionality as the HSH network grows to include other States, Regions and Countries.

5. Ownership

The term this contract between The Interstate Traveler Co., LLC (TRAVELER) and the Department will continue in perpetuity, until extended, limited or terminated by mutual agreement.

6. Grants of Licenses and Lease Between Parties

The State of Gujarat will provide a license and lease to construct and operate the HSH within the right of way of existing transit corridors within the State of Gujarat under the care custody and control of the same, including but not limited to the Federally qualified Interstate Highway rights

of way, where it is known that the State of Gujarat holds the care custody and control of the Interstate Highway real-estate easements upon which the HSH network is to be built. TRAVELER hereby grants to the State of Gujarat the use of TRAVELER Trademarks to support socioeconomic growth in the State of Gujarat.

7. Services To Be Provided By The Interstate Traveler Company, LLC

The TRAVELER will provide all technical engineering services required for the construction and installation of the HSH in the State of Gujarat. The TRAVELER will provide the installation of the same. The TRAVELER will provide the perpetual maintenance and operations of the HSH for use by the general public, private industry and government agencies. The TRAVELER will provide property management and marketing to include all indoor and outdoor advserting such as may done on any part of the HSH system. The TRAVELER will manage all leases of commercial space and advertising media within TRAVELER Traveler Stations, TRAVELER Utility Substations, and TRAVELER Transports and various designs of the same, superintend all operations and maintenance of the same. TRAVELER will assist the Department in marketing the commercial space and Transporters. The TRAVELER will maintain all banking operations for revenue gathering for any TRAVELER systems in the State governed by this agreement.

All labor contracts will be negotiated by the TRAVELER according to State and Federal labor regulations.

TRAVELER Government Certification and Grant Management will be administered in conjunction with State and Federal officials.

TRAVELER will provide dedicated support to foster technological awareness in public venues

TRAVELER engineering fully supports ease of access via ADA accommodations.

8. The Department Support and Management Services to be Provided

The Department shall provide access to lists of qualified contractors with a history of compliance and successful completion of pertinent contracts with State required regulations. The Department shall provide field service and support engineers as required.

The Department shall provide access to existing surveys, engineering data and site work histories for existing utility installations, geological and hydrological research as may exist, or as may be required, to help facilitate an efficient development and integration schedule.

The Department shall provide access to the right of way to include the outer 20 feet of the existing right of way from the fence line inward toward the center and other space within the right of way as may be deemed required by cooperation with TRAVELER and Department engineers and designers.

The Department shall participate in assuring ease of communication and certification throughout the State of Gujarat correlating State and Federal Departments, Agencies and Commisions

including but not limited to the Public Service Commission, Energy, Interior, Environmental Quality, Natural Resources, Commerce and Industry, Labor and Homeland Security etc.

9. Acceptance

The HSH shall be subject to acceptance by the Department under this agreement as intended and the Department will not unreasonably withhold acceptance.

10. User Licenses

User licenses include all passes granted to ridership, and to all users of the various features of the HSH, individual or collectively, where such user licenses are the means to maintain all accounting of expense and income in the operation of the HSH.

11. Pricing

Base price estimate is $22 million per standard mile along existing Interstate Highway rights of way not including the cost of bridges greater than 80 feet. Price per standard mile is subject to change by extraneous market forces and/or as Department change orders dictate. The Pricing per standard mile of HSH provides the following:

Pricing for the HSH includes bi-directional travel for main line installations along the Interstate Highway Right of Way, a pair of Traveler Stations at each entrance to the Interstate Highway to support simultaneous bi-directional egress and a single Utility Substation for averaging every 5 miles of HSH.

Pricing includes 3 HSH Transporters (of various functions) per mile. The style and type of car is to be decided by mutual agreement in an addendum to this agreement at the earliest possible time, where the budget proposed for each type of Transporter for Fiscal year 2017 are described as follows:

HSH Passenger Transporter	$2,000,000/ea
HSH Automobile Transporter	$1,500,000/ea
HSH Freight Unit	$1,500,000/ea

12. The Revenue Sources

<u>Including but not limited to:</u>

Rapid Transit	Liquid waste
Hydrogen	Advertising
Electricity	Water
Energy Storage	Leases
Fiberoptics	Freight
Conduit Cluster	Internet/Telecom

13. Royalties and Endowments

The purpose of this agreement is to provide an equitable 50 / 50 share of Revenues on Public Rights of Way divided into 8 Trusts, the first four being four primary municipal districts of representative government, the last four being four broad reaching categories to ensure broad access grants from the endowments

1	Government of Egypt	12.5%
2	States of Hosting HSH	12.5%
3	Cities Hosting HSH	12.5%
4	Local Unit Governments	12.5%
5	Medical	12.5%
6	Educational	12.5%
7	Recreational	12.5%
8	Historical	12.5%

Royalties paid to Federal, State, County and Local Government as compensation of the use of established, or yet to be established rights of way under the care custody and control of the same for the operation of the HSH shall be dispersed as follows:

50% of the Net Revenue for all systems of the HSH tallied quarterly, based on State wide performance shall be paid by wire transfer in four equal parts, thereby **50**% is divided into eight equal parts of **12.5**% paid to the Federal Government, the State Government, the Counties of the State collectively, and the local governments collectively to include Townships, Cities, Port Authorities, Tribal Lands and Public Trusts, where said royalties will begin to be disbursed after the 2nd year of HSH operations on a system of 20 miles or larger.

Royalties paid to the Federal Government are directed to the Treasury of the United States to be governed by Congress. Royalties paid to the State are directed to the Treasury of the State. Royalties paid to the Counties are directed in equal shares to the Treasurers of the several Counties in the State. Royalties paid to the Treasurers of the Local Governments are directed in equal shares to the multitude of local governments recognized by the State.

All Royalties paid according to this agreement are in lieu of any existing or proposed fees that may arise or exist among all State and local government bodies, for the use of right of way as required by this agreement.

For Privately held lands, the Royalties will be negotiated separately, yet will be bound by all standards of the TRAVELER network integration protocols.

14. Homeland Security and Safety Features.

The HSH provides real-time environmental sensing using a dedicated fiberoptic network expressly designed and optimized for reliable communication of environmental sensors which provide an early warning system that may include weather analysis, air chemical analysis and

visual sensors. Each TRAVELER Transporter will be outfitted with 60 foot inflatable slides similar to those used in airliner emergency exits, or other similar emergency evacuation methods.

15. Covenant Not to Compete

During the term of this agreement, the parties agree to abide by its tenants, and not to engage in 3rd party agreements or act in any manner as to compete with the HSH, or give a competitive advantage to a 3rd party.

16. Representations and Warranties

By both parties, each party represents that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind. Each party warrants that no existing or threatened proceeding against it will have a material adverse effect upon its ability to perform its obligation under this agreement and that by entering into this agreement that no restriction will be placed on either party to engage in third party financial transactions such as loans, securities, etc.. Each party also warrants that it will timely perform its obligations under this agreement.

17. Confidentiality

Both parties agree that maintaining an appropriate level of confidentiality concerning this agreement is in the best interest of the future of the HSH, and that both parties, their agents, representatives, assignees, designees, and other representatives will keep all communications confidential, when communicated to, and received in confidence having the information clearly labeled as such. Accordingly, while either party may disclose the fact of the existence of this agreement, neither party will disclose the contents of this agreement to any third party, except it be an official of another State, the US Federal Government or an appropriate high ranking official of a foreign government properly recognized by the US Department of State and properly vouched for the US Department of Commerce, without first obtaining written consent of the other party, except where disclosure is made pursuant to a court order or is required by law.
The Department agrees not to disclose Confidential Information, trade secrets or commercial or financial business information provided to the Department for the use in developing governmental policy regarding the current and future development of the TRAVELER, HSH, Conduit Cluster, or other related products that comprise the HSH, except where disclosure is made pursuant to a court order or is required by law. This would include such information forthcoming in the execution of this agreement.

18. Termination

Grounds- This agreement may be terminated as follows:
By mutual agreement of the parties:
By either party, if the other party shall breach or fail to perform or observe the material covenant, condition, warranty or agreement specified in this agreement to be performed and, unless a shorter or longer time is specified elsewhere in this agreement, such breach or failure to perform continues for 180 days after the party alleging breach or failure to perform has notified the other party of such breach or failure.
By TRAVELER, if TRAVELER in its sole discretion may choose not to continue this agreement where TRAVELER is required to offer up a suitable substitute organization to replace the TRAVELER.

By the Department, if the TRAVELER shall have receivership, insolvency, dissolution, liquidation, or similar proceedings (including without limitation the calling of a meeting of creditors of TRAVELER) instituted against it for a substantial part of it's assets, and such proceedings shall not be dismissed within 180 days.
By the Department, if TRAVELER dissolves or otherwise goes out of business.
By the Department in event of a merger or sale of all or substantially all of the assets of TRAVELER to a third party without consent of the Department. Provided: TRAVELER shall notify the Department in advance of any such pending merger of refuse to consent. Consent shall not be unreasonably withheld. However, any person or entity who merges with or acquires all or substantially all of the assets of TRAVELER must agree to abide by and comply with all of the terms and conditions of this agreement. It is mutually agreed that if the said successor fails to comply with the terms and/or conditions of this agreement, the Department may consider said successor to be in breach of this agreement.
Rights of the parties after termination
Regardless of the reasons for termination, the Department shall retain or have all rights to the use of the HSH in so far as it may have been constructed, shall retain all Royalties according to those herein described.

19. Insurance and Indemnification

Insurance: The TRAVELER has in effect the insurance shown with the policy limits shown on exhibit 4. The TRAVELER represents and warrants that it will keep in effect during the term of this agreement for as long there after as TRAVELER is using, supporting, or modifying the HSH, insurance protection with coverage and policy limits at least as broad and high as the coverage and limits listed on Exhibit 4. The TRAVELER will notify the Department thirty (30) days in advance of any proposed material change in its coverage and policy limits. The State of Gujarat, the Gujarat State Transportation Commission, the Department and all officers, agents and employees thereof, shall be named as an additional insured on all policies required by this section.
Indemnification: In addition to the policies of insurance and the protection afforded thereby, the TRAVELER agrees to indemnify and save harmless the State of Gujarat, the Gujarat State Transportation Commission, the Department, and all officers, agents, and employees thereof:

a. For any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the TRAVELER in connection with this agreement: and
b. From any and all claims for injuries to, or death of, any and all persons for loss of or damage to property, from environmental damage, degradation, response and clean up costs, and from attorney fees and related costs arising out of, under, or by reason of this agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnities, its agents or employees.

The Department shall not be subject to any obligation or liabilities by contractors of the TRAVELER. Or their subcontractors or any other person not a party to this agreement without its specific consent and not withstanding its concurrence in or approval of the award of any subcontract or the solicitation thereof.

The TRAVELER warrants that it is the soul owner of the HSH, et al. and that it has the full power and authority to use and transfer the right to the use the HSH et al. without the consent of any other person or entity and that with the Department(s) performance of services or use of the HSH, et al. will not in any way constitute an infringement or other violation of any copyright, trade secret, trade mark, trade name, service mark, patent, proprietary information, non-disclosure, or other right of any third party. The TRAVELER also agrees to indemnify and hold the Department harmless from and against any loss, cost, liability, and expense including attorney fees arising out of any breech or claimed breech of this warranty or of the warranties stated within this agreement.

It is expressly understood and agreed that the TRAVELER shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities and duties under this agreement which results in claims be asserted against or judgments or awards being imposed against the State of Gujarat, the Department, and the Gujarat State Transportation Commission, and / or their employees.

In the event that the same occurs, for the purposes of this agreement, it will be considered a breech of this agreement thereby giving the State of Gujarat, the Department, and / or the Gujarat State Transportation Commission a right to seek and obtain any necessary relieve or remedy including, but not by of limitation, a judgment for money damages, and / or to exercise the Departments other rights under this agreement.

20. Department's Right to Elect a Remedy in Lieu of Termination

Except as otherwise provided in the Governing Law Section of this agreement, if the TRAVELER shall breech or fail to perform or observe any material covenant, condition, warranty or agreement, specified in this agreement to be performed, unless a shorter or longer time is specified elsewhere in this agreement, if such breech or failure to perform continues for one hundred eighty (180) days after the Department has notified the TRAVELER in writing of such a breech or failure, the Department may elect not to terminate this agreement pursuant to the Termination Grounds as described in this agreement by either party, and instead to initiate litigation against the TRAVELER pursuant to this section. The Department shall notify the TRAVELER of its intent to initiate litigation at least thirty (30) days in advance of the filing of a complaint in the Gujarat Court of competent jurisdiction. This notice may be sent during the one hundred eighty (180) day period.

If the Department obtains a final judgment against the TRAVELER in litigation commenced under this section, the TRAVELER shall pay all of the departments reasonable expensive of litigation, including by not limited to attorney fees. Entry of a final judgment shall entitle the Department to the remedy described in this section, which remedy shall be exclusive except that the Department may still pursue its rights under the Governing Law Section of this agreement.

21. Access and Audit

The HSH system will provide real-time, online data feeds for performance and use.

TRAVELER shall establish and maintain separate records in accordance with generally accepted accounting principals, of all revenues and expenses, said records to be hereinafter referred to in this agreement as "Records". Separate accounts shall be established and maintained for revenue to be recognized under this agreement.

Separate accounts should also be established and maintained for expenses relating to support provided to entities, which are governmental units or agencies within the State of Gujarat.

TRAVELER shall maintain the records for at least seven (7) years from the date of the annual summary of revenues received. In the event of a dispute with regard to any other issue under this agreement, TRAVELER shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that discussion has expired.

TRAVELER shall allow the Department, or its representative, to inspect, copy, or audit the records of TRAVELER relating to this agreement at any reasonable time after giving notice. In addition, TRAVELER agrees that it will engage an independent outside auditor to review TRAVELER's books and records regarding revenue calculations and royalty payments to the department and support charges to entities which are Governmental units or agencies within the State of Gujarat and to submit TRAVELER and the Department a review report prepared in accordance with the AICPA's Statement on Standards for Accounting and Review Services on the accuracy of same under the terms and conditions of this agreement. This report shall be delivered to the department no later than thirty (30) days after TRAVELER's receipt of the signed audit or within six months of the end of TRAVELER's fiscal year, which ever occurs first.

In the event that an audit performed by or on behalf of the Department indicates an adjustment to the royalties paid under this agreement, the Department shall promptly submit to TRAVELER a notice of audit results and a copy of the audit report which may supplement or modify any tentative findings communicated in writing to TRAVELER at the completion of the audit.

Within sixty (60) days after the date of the notice of audit results, TRAVELER shall (a) pay the amount of any royalty due to the Department as stated in the audit report, and/or (b) submit to the Department a written response to the notice of audit results explaining the nature and basis for a disagreement, (c) submit to the Department a written explanation as to any questioned item, (the response(s) submitted in connection with item (b) and/or (c) are hereinafter referred to as the "response".) The response shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement of questioned item. Where the documentation is voluminous TRAVELER may supply appropriate excerpts and make alternative arrangements to conveniently and reasonably make that documentation available for review by the Department. The response shall refer to and apply the language of the agreement. TRAVELER agrees that failure to submit a response within the sixty (60) day period constitutes agreement with the audit results provided by the Department.

The Department shall make its decision with regard to any notice of audit results and response within one hundred twenty (120) days after the date of the notice of audit results. If

the Department determines that an underpayment has been made by TRAVELER, TRAVELER shall pay that amount to the Department within thirty (30) days after the date of the written notice from the Department of that determination. If TRAVELER fails to pay the payment or reach agreement with the Department on a payment schedule within the thirty (30) day period, TRAVELER agrees that the Department shall deduct all or a portion of the underpayment from any funds then or thereafter payable by the Department to TRAVELER under this or any other agreement with the State of Gujarat or a part thereof. TRAVELER expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Gujarat Court of Claims to contest the Department's decision only as to any item that was disputed by TRAVELER in a timely filed response.

22. Non-Discrimination

In performing services according to this agreement, the parties hereto agree to comply with the State of Gujarat provisions for the "prohibition of discrimination in State contracts" as set forth in appendix "A", dated August 1985, attached hereto and made a part hereof.

TRAVELER further covenants that it will comply with the Civil Rights Act of 1964 being P.L. 88-352, 78 Stat. 241, as amended and will require similar covenants on the part of any consultant employed in the performance of this agreement.

23. Laws, Ordinances and Regulations

TRAVELER specifically agrees that in the performance of this agreement, by itself, or by an approved subcontractor, or by anyone acting in it's behalf, that it will comply with any and all State, Federal and Local statutes, ordinances, and regulations and will obtain all permits that are applicable to the entry into and the performance of this agreement.

24. Unfair Labor Practices

In accordance with 1980 P.A. 278, MCL 423.321 et seg. MSA 17.458(22) et seg., TRAVELER, in the performance of this agreement, shall not enter into a contract with a sub consultant, manufacturer, or supplier identified to TRAVELER in writing as an employer who has been found in contempt of court by a Federal Court of appeals, on not less than three (3) occasions involving different violations seven (7) years, for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. The Department may void this agreement if the name of TRAVELER or the name of a Subcontractor, manufacture, or supplier utilized by TRAVELER in the performance of this agreement subsequently appears in the register during the performance of this agreement.

25. Changes

Any Change in Scope or Character of the services, cost, compensation, or term of this agreement shall be by the execution of a prior written amendment to this agreement by the parties hereto.

26. Approvals

Any approvals, acceptances, reviews, and inspections of any nature, by the Department shall not be construed as a warranty or assumption of liability on the part of the Department. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the soul and exclusive purposes of the Department, which is acting in the Governmental

Capacity under this agreement, and that such approvals, acceptances, reviews, and inspections, are a Governmental function incidental to the services under this agreement.
Any such approvals, acceptances, reviews and inspections by the Department will not relieve the TRAVELER of it's obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by the Department to be construed as a warranty as to the propriety of the TRAVELER's performance but are undertaken for the soul use and information of the Department.

27. Assignment

Neither Party may assign the agreement without the prior written consent of the other, which consent shall not be unreasonably withheld provided: No assignment shall relieve the assigning party of its obligations under this agreement.

28. Survival of Provisions

Of the terms, provisions, representations, and warranties contained in this agreement that by their sense and context are intended to survive the performance thereof or hereof by either or both parties hereto, shall so survive the completion of performance and termination of this agreement period. All references to the survival of various provisions set forth specifically in those provisions were included by way of illustration and are not to be interpreted to limit the survivability of any provision not having such specific designation.

29. Entire Agreement

This document embodies the entire agreement between the parties and supercedes any and all prior agreements or oral understandings between the parties. It may not be modified or terminated accept as provided herein or by the execution of a prior written amendment to this agreement.

30. Non-Waiver

Except as provided herein, no term of provision of this agreement shall be deemed waived and no breech or default shall be deemed excused, unless such waiver or consent shall be in writing and assigned by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breech or default by the other, whether or expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breech or default.

31. Captions

The captions used in this agreement are used for convenience and identification purpose only and do not form a part of the agreement.

32. Governing Law

This agreement shall be governed by the laws of the State of Michigan. In enforcing this agreement, the Department shall have the same rights to demand adequate assurance of performance and to "cover" (by obtaining substitute goods or services in the development, support and for maintenance of HSH) as described in the Uniform Commercial Code as adopted in the State of Michigan, MCL 440.2609 and 440.2712 in order to correct confirmed errors. Additionally, both parties shall be subject to the obligation of good faith imposed by MCL 440.1203.

Both the TRAVELER and the Department shall agree that in the event of a dispute between them arising out of or in connection with this agreement, the provisions of this section shall be conclusive evidence of the parties' intent and continuing obligation to subject this agreement and the performance, construction and enforcement thereof to MCL 440.1203, 440.2609 and 440.2712 but no other section of the Uniform Commercial Code as adopted in Gujarat, which but for the agreement of the parties would not govern the interpretation or the effect of this agreement. The provision of Section MCL 440.2712 notwithstanding, in no event will the TRAVELER be liable for incidental, consequential or punitive damages. The TRAVELER shall be found to have breeched this agreement, such that it will be liable to reimburse the Department for the cost of cover only if the following have occurred:

The Department shall notify the TRAVELER in writing specifying the nature of the conditions, which in the opinion of the Department constitutes a breech of the agreement (the "first notice").

1) The TRAVELER shall correct the alleged breech within sixty (60) days of the First Notice and within that period of time notify the Department in writing of action taken.
2) In the event that the department shall determine that in it's opinion the breech has not be corrected, it shall notify the TRAVELER within thirty (30) days in writing (the "Second Notice").
3) The TRAVELER shall correct the alleged breech with thirty (30) days of a Second Notice and within that period of time notify the Department in writing of the action taken.

Notice

Unless another provision of this agreement calls for notice to be sent otherwise, any notice required shall be sent by certified mail, return receipt requested, postage prepaid or by a commercial carrier which tracks and confirms delivery of envelopes and packages, fees prepaid, as follows:

To the TRAVELER:
Justin E. Sutton Founder / Managing Partner
Interstate Traveler Company, LLC
4990 S. Old US23 Hwy
Brighton, Mi 48114

To the Department:
Honorable Mostafa Madbouly
Minister of Housing, Utilities and Urban Communities
Republic of Egypt

This agreement shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized official(s) for the TRAVELER and by the Authority of the Egyptian Government.
In Witness Whereof, the parties hereto have caused this agreement to be executed.

The Interstate Traveler Company, LLC
By: _____ Title: _____ Date:_____

Gujarat Department of Transportation

By: _____ Title: _____ Date:_____

State Authority of the State of Gujarat

By: _____ Title: _____ Date:_____

Attachments:

Exhibits:

Exhibit 1:
Exhibit 2:
Exhibit 3:
Exhibit 4: Insurance (See Section 17)