

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of the 1st day of May, 2014, by and between United States Group 7 (USG7), a Florida Corporation ("Assignor"), and U.S. Corrections (USC), a North Carolina limited liability company ("Assignee").

RECITALS

WHEREAS, the Assignor, USG7, is withdrawing operations and affiliations with any involvement having to do with Prisoner Transportation and/or Extraditions as of April 1st, 2014. As of this date the Assignee, U.S. Corrections shall assume the assignment, responsibility, and provide services to all existing transportation contracts in place between USG7 and Agencies involved.

WHEREAS, pursuant to the Service Agreement, the Assignor guarantees the obligations of the Assignee;

WHEREAS, Assignee is not affiliated with Assignor, other by which means of working together to transition services from one entity to the other.

WHEREAS, Assignor desires to assign all of its obligations as a Prisoner Transport Company under this agreement to Assignee, and Assignee desires to assume all such obligations under this agreement and become sole service provider for all agencies involved.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. Assignor hereby irrevocably assigns to Assignee, and Assignee hereby irrevocably assumes from Assignor, all of Assignor's rights, benefits, title, interests, liabilities and obligations as service provider under each Transport Agreement and Contract in place with involved agencies.

2. From and after the date of this Agreement, Assignee will be the sole provider to the Assigned Agency and will have the rights and obligations as the Prisoner Transportation Company thereunder and will be bound by all of the provisions of the Assigned Contracts in place.

3. It is understood that the Assignee does not guarantee to the Assignor that said agencies involved will agree to such terms, and that said agencies are not lawfully bound to this agreement. Upon the resignation of Prisoner Transportation and Extradition Services by the Assignee, the Assignor will assume all rights and services for the agencies involved given the agency does not want to seek services elsewhere.

4. For the benefit of Assignee, Assignor represents and warrants as follows:

(a) From and after the date of this Agreement, the Assignor assumes liability for all services provided prior to date of this agreement as "USG7." The Assignee, "U.S. Corrections" shall assume no liability for any services or lack thereof provided prior to the date of agreement, April 1st, 2014. Such liabilities include but are not limited to, complaints, missed pick-ups, releases, lawsuits, or any other business related issues and there over shall be assumed by "USG7" for services provided prior to April 1st, 2014.

(b) Assignor has performed and complied with all agreements and conditions contained in the agency agreements/contracts that are to be required to be performed or complied with prior to or at the time of delivery hereof.

(c) As of the date of agreement, all invoices and payments for services rendered shall be made out to "U.S. Corrections."

5. For the benefit of the Agencies involved, each of Assignee and Assignor represents and warrants as follows:

(a) The execution, delivery and performance of this Agreement are within such party's powers and have been duly authorized by all necessary limited liability company, corporate or other action.

(b) This Agreement constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, fraudulent activities or similar laws affecting the enforcement of the company's rights generally or by equitable principles (whether considered in a proceeding at law or in equity) and an implied covenant of good faith and fair dealing.

(c) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority, regulatory body or any other third party is required for the due execution, delivery and performance by Assignor or Assignee of this Agreement.

6. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF FLORIDA.

7. Any one or more of the provisions in this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality and unenforceability without affecting the validity, legality and enforceability of the remaining provisions of this Agreement; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective duly authorized officers.

ASSIGNOR:

United States Group 7 (USG7)

By: 

Name: *Graham Wright*

Title: Owner

ASSIGNEE:

U.S. Corrections, LLC (USC)

By: 

Name: Ash Jacques

Title: Director