

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT is made in multiple originals and entered into by and between Midwestern Wheels, Inc. (hereinafter called "Assignor") and Avis Budget Car Rental, LLC, a Delaware limited liability company (hereinafter called "Assignee") (Assignor and Assignee being hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Assignor wishes to assign all its rights under that certain Rental Car Lease and Concession Agreement dated July 15, 2013 between Assignor and the City of La Crosse (the "City") for operation of a rental car concession at the La Crosse Regional Airport ("Airport"), hereinafter referred to as "Concession Agreement"; and

WHEREAS, Assignor, Assignee and City each have a copy of the Concession Agreement; and

WHEREAS, Assignor has requested that the City consent to the assignment of Assignor's rights and obligations under the Concession Agreement to Assignee; and

WHEREAS, the City is willing to grant this request of Assignor to assign its rights under the Concession Agreement to Assignee, provided Assignee also agrees to assume Assignor's obligations, duties and responsibilities under the Concession Agreement; and

WHEREAS, City's consent to the Assignment of the Concession Agreement is conditioned upon the completion of a transaction between Assignor and Assignee whereby Assignee will acquire the Assignor's car rental business operations at and related to the Airport.

NOW, THEREFORE, in consideration of the terms, covenants and promises, agreements and demises herein contained, and for other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Assignor hereby transfers, assigns and sets over to the Assignee all right, title and interest of the Assignor in and to the Concession Agreement effective as of the 21st day of June, 2018 ("Effective Date").
2. In consideration therefore, the Assignee hereby accepts, assumes, takes over and succeeds to all of the Assignor's rights, duties, interests, liabilities and obligations from the Effective Date forward under the Concession Agreement and agrees to be bound by all of the terms, conditions, provisions, covenants and obligations contained therein solely commencing as of and after the Effective Date.

3. Assignor warrants to Assignee that it is not in breach and at no time had any uncured breach of the Concession Agreement and hereby agrees, for itself and its successors and assigns, to indemnify and hold harmless the Assignee and its parent and their directors, officers, employees, representatives, consultants, agents and attorneys from any loss, damage, claim, cost or expense (each, a "Claim"), including such Claims as relating to any environmental condition or contamination, arising from the failure of Assignor, its successors or assigns, to perform any of the terms, conditions, covenants and obligations of the Concession Agreement, provided such indemnity shall apply only to failures commencing or accruing prior to the Effective Date.
4. Assignee hereby agrees, for itself and its successors and assigns, to indemnify and hold harmless the Assignor from any loss, damage, environmental damage, claim, cost or expense solely arising from the failure of Assignee, its successors or assigns, to materially perform any of the terms, conditions, covenants and obligations of the Concession Agreement, provided such indemnity shall apply only to failures solely commencing and/or accruing on or after the Effective Date of this Assignment.
5. The Assignor shall remain responsible to the City for any and all obligations under the Concession Agreement prior to the Effective Date; and the Assignee shall be responsible to the City only for obligations under the Concession Agreement solely arising on and after the Effective Date. For purposes of this paragraph, the obligations of the Parties shall include, but not be limited to, the various responsibilities of each Party on Appendix "A" hereto.
6. The City consents to the assignment, as of the Effective Date, of the rights, duties, interest, liabilities and obligations of Assignor under the Concession Agreement to Assignee for the balance of the Term thereof and hereby authorizes execution of this Assignment and Assumption Agreement. City consent to the assignment requires that all obligations of Assignor due prior to the Effective Date be satisfied in full by either Assignor or Assignee.
7. The Assignee shall maintain all applicable records of Assignor for a period of 7 years as required in Section 43 of the Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment and Assumption Agreement as of the date set forth below.

EXECUTED THIS THE _____ day of June, 2018.

Subscribed and sworn to before me this
____ day of _____, 2018.

Notary Public, State of Wisconsin
My Commission: _____

ASSIGNOR:
Midwestern Wheels, Inc.

By: William J. Wallschlaeger

Title: President

Date: _____

Subscribed and sworn to before me this
____ day of _____, 2018.

Notary Public, State of Wisconsin
My Commission: _____

ASSIGNEE:
Avis Budget Car Rental, LLC

By: David Blaskey

Title: Executive Vice President

Date: _____

Subscribed and sworn to before me this
____ day of _____, 2018.

Notary Public, State of Wisconsin
My Commission: _____

CONSENT GRANTED:
City of La Crosse

By: _____

Title: _____

Date: _____

Appendix "A"

Partial list of Assignor and Assignee Concession Agreement responsibilities

Assignor:

1. Payment of all rent/minimums to City for the month in which the Effective Date falls subject to after-the-fact adjustment as between Assignor and Assignee for proration of partial month amounts
2. Payment of all Customer Facility Charge ("CFC") collections from customers.
3. Monthly report to City of Gross Revenues for portion of month in which Effective Date occurs from first day of month to the day prior to Effective Date. Assignor will be required to complete this obligation by the 20th day of the month following the month in which the Effective Date occurs.
4. Annual reporting obligations for prior Agreement Year 2017 and period of Agreement Year 2018 up to Effective Date. Assignor to complete annual reporting for the period of August 1, 2017 through to the day prior to Effective Date and shall remit any true up payment required as a result of such reporting.

Assignee:

1. Adjustment and proration of rents/minimums prepaid by Assignor but owed by Assignee for the month during which the Effective Date occurs.
2. Monthly report of Gross Revenues and CFC collections to City from Effective Date to end of month in which Effective Date occurs and subsequent months.
3. Annual report from Effective Date through end of Agreement Year 2018 (Effective Date through July 31, 2018).
4. Provision of Insurance certificate to City.
5. Provision of Performance Security as required (25% of this year's Minimum Annual Guarantee).