

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456746

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ENTITY CONVERSION

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Groome Transportation, Inc.		12/19/2017	Corporation: VIRGINIA
Groome Transportation of Alabama, Inc.		12/19/2017	Corporation: ALABAMA
Groome Transportation of Georgia, Inc.		12/19/2017	Corporation: GEORGIA
Groome Transportation of Tennessee, Inc.		12/19/2017	Corporation: ARIZONA
Groome Transportation of Texas, Inc.		12/19/2017	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Groome Transportation, LLC
Street Address:	2289 Dabney Road
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23230
Entity Type:	Limited Liability Company: VIRGINIA
Name:	Groome Transportation of Alabama, LLC
Street Address:	2289 Dabney Road
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23230
Entity Type:	Limited Liability Company: ALABAMA
Name:	Groome Transportation of Georgia, LLC
Street Address:	2289 Dabney Road
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23230
Entity Type:	Limited Liability Company: GEORGIA
Name:	Groome Transportation of Tennessee, LLC
Street Address:	2289 Dabney Road
City:	Richmond
State/Country:	VIRGINIA

TRADEMARK

Postal Code:	23230
Entity Type:	Limited Liability Company: ARIZONA
Name:	Groome Transportation of Texas, LLC
Street Address:	2289 Dabney Road
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23230
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4547070	GROOME TRANSPORTATION

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 919.981.4000
Email: ip@williamsmullen.com
Correspondent Name: Andrew R. Shores
Address Line 1: 301 Fayetteville Street
Address Line 4: Raleigh, NORTH CAROLINA 27601

NAME OF SUBMITTER:	Andrew R. Shores
SIGNATURE:	/Andrew R. Shores/
DATE SIGNED:	01/03/2018

Total Attachments: 45

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John H. Merrill
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Conversion filed on behalf of Groome Transportation of Alabama, LLC, as received and filed in the Office of the Secretary of State on 12/21/2017.



20171228000018936

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

12/28/2017

Date

A handwritten signature in black ink that reads 'John H. Merrill'. The signature is written in a cursive style with a large initial 'J'.

John H. Merrill

Secretary of State

STATE OF ALABAMA

CONVERSION OF A DOMESTIC ENTITY
Business Corporation to Limited Liability Company

PURPOSE: In order to change the entity type of a domestic entity (any entity formed in Alabama), the entity must deliver the documentation in this form pursuant to Section 10A, Chapter 1, Article 8, and Chapter 5A, Code of Alabama 1975.

INSTRUCTIONS: Mail one (2) signed copies of the completed Conversion package, the filing fee of \$25.00 (credit card, check, or money order) to the **Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama, 36103-5616**, and a check or money order made out to the Judge of Probate in the county where the converting entity's formation documents were recorded (contact the Office of the Judge of Probate for the fees). The Secretary of State will file and transmit a certified copy to the Judge of Probate in accordance with 10A-1-4.02(g). The Conversion will not be registered if the credit card does not authorize and will be removed from the index if the check is dishonored. If you desire a stamped copy returned to you, supply a third copy and a pre-addressed postage paid return envelope. All information required to file this conversion is provided in the form or may be attached per Code. Cover letters are not required and will be disregarded since they are not part of the filing.

Alabama Sec. Of State	Entity Change 208-857 D/C	
	Date 12/21/2017	File \$25.00
	Time 14:56	Ackn \$.00
	171221 3 Pg	Exp \$100.00
		Total \$125.00
		05/005

(For SOS Office Use Only)

**This form must be typed or laser printed.
Faxed and emailed transmissions will not be acknowledged, processed, or returned.**

1. **Information on the converting entity (entity will change entity type at conversion and will retain the unique AL Entity ID Number originally assigned):**

Alabama entity id number of converting entity: 208 857 (Format 000-000) *

***INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

The name of the converting entity as recorded with the Secretary of State of Alabama:

Groome Transportation of Alabama, Inc.

County Probate Office in Alabama where the formation documents of this domestic entity were recorded and

This Document was prepared by:

(For County Probate Court Office Use Only)

RECEIVED
DATE
DEC 21 2017

SECRETARY OF STATE
OF ALABAMA

TRADEMARK
REEL: 006242 FRAME: 0005

CONVERSION OF DOMESTIC ENTITY / Business Corporation to Limited Liability Company

where the conversion document will be forwarded after recording: Lee County

2. **Information on the converted (formed by conversion changing the converting entity but retaining the unique AL Entity ID Number originally assigned) – this entity will continue to exist:**

The name of the new domestic entity resulting from this conversion (A domestic name reservation certificate issued by the Alabama Secretary of State must be attached if the name is changing anything more than the entity identifier information – such as Inc., LLC, etc. – if only the identifier information is changing, no name reservation is required name):

Groome Transportation of Alabama, LLC

3. The undersigned certifies that the converted entity is a domestic limited liability company and has at least one member.

4. **Check only if applies to the converted Limited Liability Company:**

Series LLC complying with Title 10A, Chapter 5A, Article 11

Professional LLC complying with Title A. Chapter 5A, Article 8

5. Name of registered agent for service of process in Alabama (must be physically located in Alabama):

Corporation Service Company Inc.

6. Street (**No PO Boxes**) Address of initial registered office (**MUST be physically located in Alabama**):

641 South Lawrence Street, Montgomery, AL 36104

Mailing Address in Alabama (if different) _____

7. Optional Information: Name(s) of the Organizer(s): Harold V. Groome, III

Street (**No PO Boxes**) address of Organizer(s): 2289 Dabney Road

Richmond, VA 23230

Mailing address of Organizer(s) – (if

different from street address): _____

Attach a listing if more Organizers need to be added.

CONVERSION OF DOMESTIC ENTITY / Business Corporation to Limited Liability Company

- 8. If the converted entity is one in which one or more owners lack limited liability protection, a statement that each owner of the converting entity who is to become a owner without limited liability protection of the resulting entity has consented in writing to the conversion as required by 10A-1-8.01 is attached.
- 9. The undersigned certify that the conversion was approved pursuant to *Code of Alabama 1975*, Title 10A, Chapter 1, Article 8 (specifically 10A-1-8.01) and that the information included in or attached to this conversion form are true and correct.
- 10. Signature requirements are in accordance with 10A-1-4.01 and 10A-5A-2.04 of the *Code of Alabama 1975*.
- 11. The filing of the converted entity as a Limited Liability Company is effective upon filing by the Office of the Alabama Secretary of State or at the delayed effective date stated below (pre-effective dates are not allowed in Alabama Code). 10A-1-4.12

The undersigned specify _____/_____/_____ as the effective date (MUST be on or after the date of filing in the Office of the Alabama Secretary of State, but no later than the 90th day after the ate this instrument was signed).

_____ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the limited liability company.

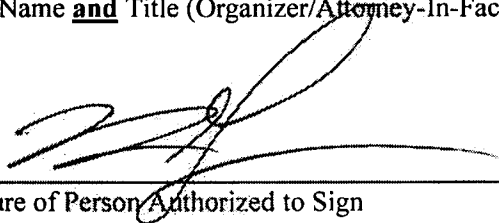
**Signatures – Use additional if necessary
(Only one signature required – as many may sign as desired)**

December 19, 2017

Date

Harold V. Groome, III, Organizer

Typed Name **and** Title (Organizer/Attorney-In-Fact) of Signature Below



Signature of Person Authorized to Sign

Date

Typed Name **and** Title (Organizer/Attorney-In-Fact) of Signature Below

Signature of Person Authorized to Sign

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF CONVERSION

I, **Brian P. Kemp**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that articles of conversion have been filed on **12/20/2017** converting

GROOME TRANSPORTATION OF GEORGIA, INC.
a Domestic Profit Corporation
to
GROOME TRANSPORTATION OF GEORGIA, LLC
a Domestic Limited Liability Company

The required fees as provided by Title 14 of the Official Code of Georgia Annotated have been paid.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **12/22/2017**.



Handwritten signature of Brian P. Kemp.

Brian P. Kemp
Secretary of State

**CERTIFICATE OF CONVERSION
OF
GROOME TRANSPORTATION OF GEORGIA, INC.**

The undersigned, on behalf of the corporation, pursuant to Section 14-11-212 of the 2010 Georgia Code ("Georgia Code"), hereby executes the following Certificate of Conversion and sets forth:

ARTICLE ONE

The name of the corporation immediately prior to the filing of this Certificate of Conversion is Groome Transportation of Georgia, Inc., a Georgia corporation ("Corporation"). The Corporation elects to become a Georgia limited liability company and its name shall be Groome Transportation of Georgia, LLC ("Surviving LLC").

ARTICLE TWO

The effective date of the conversion shall be upon filing this Certificate of Conversion with the Georgia Secretary of State ("Effective Date").

ARTICLE THREE

The conversion has been approved as required by Section 14-11-212(a) of the Georgia Code.

ARTICLE FOUR

Attached hereto as Exhibit A and filed with this Certificate of Conversion are Articles of Organization in the form required by the Georgia Code Section 14-11-204, that set forth the name of the limited liability company as Groome Transportation of Georgia, LLC. These Articles of Organization shall be the Articles of Organization of the Surviving LLC until modified in accordance with Chapter 11 of the Georgia Code.

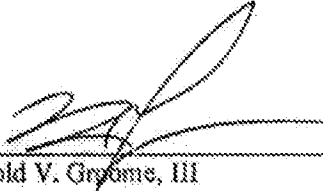
ARTICLE FIVE

At the Effective Date, the shares held by the sole shareholder of the Corporation will be converted into a 100% membership interest in the Surviving LLC.

[Signature Page Follows]

The undersigned declares that the facts herein stated are true as of the 18th day of December, 2017.

By:



Harold V. Grooms, III
President

2017 DEC 20 PM 5:10

33196817

EXHIBIT A
Articles of Organization
[See attached]

35196617

ARTICLES OF ORGANIZATION
OF
GROOME TRANSPORTATION OF GEORGIA, LLC

ARTICLE 1.


The name of the limited liability company is: Groome Transportation of Georgia, LLC.

ARTICLE 2.

The street address of the registered office is 40 Technology Parkway, Suite 300, Gwinnett, Norcross, GA 30092. The registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization.

This 19th day of December, 2017.



Harold V. Groome, III
Organizer

35201364_1.DOC

2017 DEC 20 PM 5:10
CORPORATION SERVICE COMPANY



Brian P. Kemp
Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION
2 Martin Luther King Jr. Dr. SE
Suite 313 West Tower
Atlanta, Georgia 30334
(404) 856-2817
sos.ga.gov

**TRANSMITTAL INFORMATION FORM
GEORGIA LIMITED LIABILITY COMPANY**

IMPORTANT: Please provide the entity's primary email address when completing this form.
Primary Email Address: jchurchill@groometrans.com

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1.	Grooms Transportation of Georgia, LLC				
	LLC Name Reservation Number (If one has been obtained; if articles are being filed without prior reservation, leave this line blank.)				
	LLC Name (List exactly as it appears in articles)				
2.	Lisa M. Conner				
	Name of Person Filing Articles of Organization (Certificate will be emailed to this person at address listed below.)				
	200 South 10th Street, Suite 1600, Richmond	VA	23219		
	Address	City	State	Zip Code	
	lconner@williammullen.com			804-420-6208	
	Filer's Email Address			Telephone Number	
3.	2289 Dabney Road				
	Principal Office Mailing Address of LLC (Unlike registered office address, this may be a post office box.)				
	Richmond	VA	23230		
	City	State	Zip Code		
4.	Corporation Service Company, Inc.				
	Name of Registered Agent in Georgia				
	40 Technology Parkway South, Suite 300				
	Registered Office Street Address in Georgia (Post office box or mail drop not acceptable for registered office address.)				
	Gwinnett	Norcross	GA	30092	
	City	County	State	Zip Code	
	Dana.steele@cscglobal.com				
	Registered Agent's Email Address				
5.	Name and Address of Each Organizer (Attach additional sheets if necessary.)				
	Harold V. Grooms, III	2289 Dabney Road	Richmond	VA	23230
	Organizer	Address	City	State	Zip Code
	Organizer	Address	City	State	Zip Code
6.	Mail the following items to the Secretary of State at the above address: 1) This transmittal form; 2) The Articles of Organization; and 3) Filing fee of \$100.00 payable to Secretary of State. Filing fees are non-refundable.				
	I understand that the information on this form will be entered in the Secretary of State business entity database, and I certify that the above information is true and correct to the best of my knowledge.				
					12/19/12
	Signature of Authorized Person				Date
	Harold V. Grooms, III				
	Print name				

FORM 231
(Rev. 8/2010)

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Rolando B. Pablos
Secretary of State

Office of the Secretary of State

December 21, 2017

Capitol Services Inc
P O Box 1831
Austin, TX 78767 USA

RE: Groome Transportation of Texas, LLC
File Number: 802888256

It has been our pleasure to approve and place on record the filing instrument effecting a conversion. The appropriate evidence is attached for your files. Payment of the filing fee is acknowledged by this letter.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Phone: (512) 463-5555
Prepared by: Melissa Kerr

Come visit us on the internet at <http://www.sos.state.tx.us/>

Fax: (512) 463-5709
TID: 10337

Dial: 7-1-1 for Relay Services
Document: 783177320002
TRADEMARK
REEL: 006242 FRAME: 0015



Office of the Secretary of State

CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument for

Groome Transportation of Texas, Inc.
File Number: 801698093

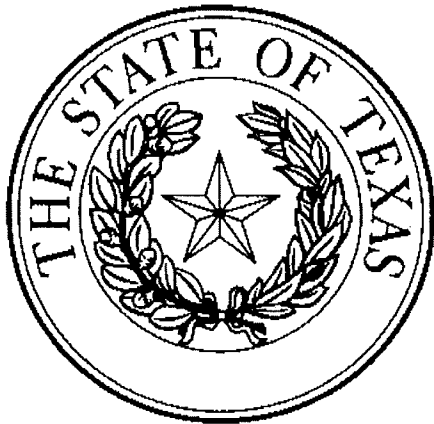
Converting it to

Groome Transportation of Texas, LLC
File Number: 802888256

has been received in this office and has been found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the conversion on the date shown below.

Dated: 12/20/2017

Effective: 12/20/2017



A handwritten signature in black ink, appearing to read "Rolando B. Pablos".

Rolando B. Pablos
Secretary of State



Office of the Secretary of State

CERTIFICATE OF FILING OF

Groome Transportation of Texas, LLC
File Number: 802888256

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 12/20/2017

Effective: 12/20/2017



A handwritten signature in black ink, appearing to read "Rolando B. Pablos".

Rolando B. Pablos
Secretary of State

Form 632
(Revised 05/11)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709

Filing Fee: See instructions



Certificate of Conversion
of a
Corporation Converting
to a
Limited Liability Company

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

DEC 20 2017

Corporations Section

Converting Entity Information

The name of the converting corporation is:

Groome Transportation of Texas, Inc.

The jurisdiction of formation of the corporation is: Texas

The date of formation of the corporation is: December 12, 2012

The file number, if any, issued to the corporation by the secretary of state, is: 0801698093

Plan of Conversion—Alternative Statements

The corporation named above is converting to a limited liability company. The name of the limited liability company is:

Groome Transportation of Texas, LLC

The limited liability company will be formed under the laws of: Texas

The plan of conversion is attached.

If the plan of conversion is not attached, the following statements must be completed.

Instead of attaching the plan of conversion, the corporation certifies to the following statements:

A signed plan of conversion is on file at the principal place of business of the corporation, the converting entity. The address of the principal place of business of the corporation is:

Street or Mailing Address City State Country Zip Code

A signed plan of conversion will be on file after the conversion at the principal place of business of the limited liability company, the converted entity. The address of the principal place of business of the limited liability company is:

Street or Mailing Address City State Country Zip Code

A copy of the plan of conversion will be furnished on written request without cost by the converting entity before the conversion or by the converted entity after the conversion to any owner or member of the converting or converted entity.

Certificate of Formation for the Converted Entity

The converted entity is a Texas limited liability company. The certificate of formation of the Texas limited liability company is attached to this certificate either as an attachment or exhibit to the plan of conversion, or as an attachment or exhibit to this certificate of conversion if the plan has not been attached to the certificate of conversion.

Approval of the Plan of Conversion

The plan of conversion has been approved as required by the laws of the jurisdiction of formation and the governing documents of the converting entity.

Effectiveness of Filing (Select either A, B, or C.)

A. This document becomes effective when the document is accepted and filed by the secretary of state.

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Tax Certificate

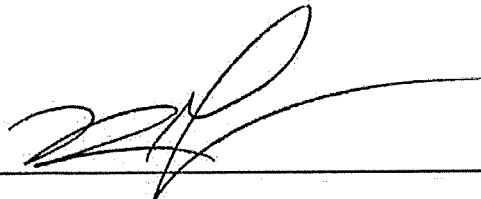
Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the corporation.

In lieu of providing the tax certificate, the limited liability company as the converted entity is liable for the payment of any franchise taxes.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: December 19, 2017



Harold V. Groome, III, President

Signature and title of authorized person on behalf of the converting entity

PLAN OF ENTITY CONVERSION
("PLAN")
of
GROOME TRANSPORTATION OF TEXAS, LLC

SECTION I
NAME OF CONVERTING AND SURVIVING ENTITIES

The entity to be converted is Groome Transportation of Texas, Inc., a corporation organized under the laws of the State of Texas ("Converting Entity"). The entity into which the Converting Entity is to be converted is Groome Transportation of Texas, LLC, a limited liability company to be organized under the laws of the State of Texas ("Surviving Entity"). The Converting Entity shall continue its existence in the organizational form of the Surviving Entity.

SECTION II
EFFECT OF CONVERSION ON MEMBERSHIP INTERESTS

At the Effective Time, the shares held by the sole shareholder of the Converting Entity will be converted into a 100% membership interest in the Surviving Entity.

SECTION III
CERTIFICATE OF FORMATION

The Certificate of Formation of Surviving Entity at the Effective Time of the Conversion shall be the Certificate of Formation of said Surviving Entity and said Certificate of Formation, a copy of which is attached hereto as Schedule I and made a part hereof, shall continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed the applicable provisions of the Texas Business Organizations Code.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Plan of Conversion has been executed on December 19,
2017.

GROOME TRANSPORTATION OF TEXAS,
INC., a Texas corporation

By: 

Name: Harold V. Groome, III

Title: President

SCHEDULE I

Certificate of Formation

(See Attached)

**Form 205
(Revised 05/11)**

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$300



This space reserved for office use.

**Certificate of Formation
Limited Liability Company**

FILED
In the Office of the
Secretary of State of Texas
DEC 20 2017
Corporations Section

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Groome Transportation of Texas, LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

A. The initial registered agent is an organization (cannot be entity named above) by the name of:

Corporation Services Company

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
-------------------	-------------	------------------	---------------

C. The business address of the registered agent and the registered office address is:

<u>211 E. 7th Street, Suite 620</u>	<u>Austin</u>	<u>TX</u>	<u>78701</u>
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
-------------------	-------------	------------------	---------------

OR

IF ORGANIZATION

Groome Holding, Inc.

Organization Name

ADDRESS

<u>2289 Dabney Road</u>	<u>Richmond</u>	<u>VA</u>	<u>USA</u>	<u>23230</u>
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

GOVERNING PERSON 2				
NAME (Enter the name of either an individual or an organization, but not both.)				
IF INDIVIDUAL				
First Name	M.I.	Last Name	Suffix	
OR				
IF ORGANIZATION				
Organization Name				
ADDRESS				
Street or Mailing Address		City	State	Country Zip Code

GOVERNING PERSON 3				
NAME (Enter the name of either an individual or an organization, but not both.)				
IF INDIVIDUAL				
First Name	M.I.	Last Name	Suffix	
OR				
IF ORGANIZATION				
Organization Name				
ADDRESS				
Street or Mailing Address		City	State	Country Zip Code

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

This certificate of formation of this limited liability company is being formed under a plan of conversion of Groome Transportation of Texas, Inc., a Texas corporation (the "Converting Entity"), which was formed on December 12, 2012 and whose principal office address is 2829 Dabney Road, Richmond, VA 23230.

Organizer

The name and address of the organizer:

Harold V. Groome, III

Name

2289 Dabney Road

Street or Mailing Address

Richmond

City

VA 23230

State Zip Code

Effectiveness of Filing (Select either A, B, or C.)

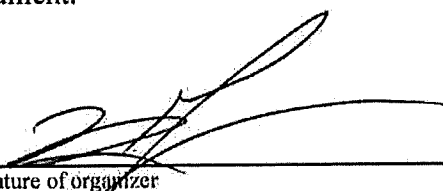
- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: December 19, 2017 _____



Signature of organizer

Harold V. Groome, III

Printed or typed name of organizer

PLAN OF ENTITY CONVERSION
(“PLAN”)
of
GROOME TRANSPORTATION OF TENNESSEE, LLC

The undersigned, being the sole shareholder of Groome Transportation of Tennessee, Inc., an Arizona corporation (the “Converting Entity”), does hereby approve the conversion of the Converting Entity into a limited liability company under the laws of the State of Arizona in accordance with the following terms:

SECTION I
NAME OF CONVERTING AND SURVIVING ENTITIES

Groome Transportation of Tennessee, Inc. is the Converting Entity. The entity into which the Converting Entity is to be converted is Groome Transportation of Tennessee, LLC, a limited liability company to be organized under the laws of the State of Arizona (“Surviving Entity”).

SECTION II
EFFECT OF CONVERSION ON MEMBERSHIP INTERESTS

At the Effective Time, the shares held by the sole shareholder of the Converting Entity will be converted into a 100% membership interest in the Surviving Entity.

SECTION III
ARTICLES OF ORGANIZATION

The proposed Articles of Organization of Surviving Entity upon conversion are attached hereto as **Exhibit A**, and are hereby approved in all respects.

SECTION IV
OPERATING AGREEMENT

The proposed initial operating agreement of Surviving Entity is attached hereto as **Exhibit B**, and is hereby approved in all respects.

[Signature Page Follows]

GROOME HOLDING, INC.

By:

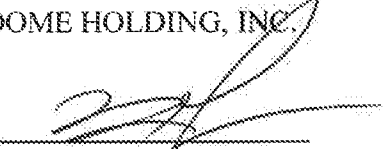

Harold V. Groome, III
President

EXHIBIT A

Articles of Organization

(See Attached)

ARTICLES OF ORGANIZATIONRead the Instructions L010i**1. ENTITY TYPE – check only one** to indicate the type of entity being formed:

LIMITED LIABILITY COMPANY
(entity name must contain
the words "Limited Liability
Company" or "LLC")

PROFESSIONAL LIMITED LIABILITY COMPANY
(entity name must contain the words
"Professional Limited Liability Company" or
"PLLC")

2. ENTITY NAME – see Instructions L010i for full naming requirements – give the exact name of the LLC:

Groome Transportation of Tennessee, LLC

3. PROFESSIONAL LIMITED LIABILITY COMPANY SERVICES – if and only if professional LLC is checked in number 1 above, describe the professional services that the professional LLC will provide (*examples*: law firm, accounting, medical):**4. STATUTORY AGENT for service of process – see Instructions L010i**

4.1 REQUIRED – give the name (can be an Arizona resident or an Arizona-registered entity) and physical or street address (not a P.O. Box) in Arizona of the statutory agent:			4.2 OPTIONAL – mailing address in Arizona of Statutory Agent (can be a P.O. Box):		
Corporation Service Company					
Statutory Agent Name					
Attention (optional)			Attention (optional)		
2338 W. Royal Palm Rd, Suite J					
Address 1			Address 1		
Address 2 (optional)		AZ	85021	Address 2 (optional)	
City	Phoenix	State	Zip	City	State Zip
4.3 REQUIRED – the Statutory Agent Acceptance form M002 must be submitted along with these Articles of Organization.					

5. ARIZONA KNOWN PLACE OF BUSINESS ADDRESS:

- 5.1** Is the Arizona known place of business address the same as the **street address** of the statutory agent? Yes – go to number 6 and continue
 No – go to number 5.2 and continue

- 5.2** If you answered “**No**” to number 5.1, give the **physical or street address** (not a P.O. Box) of the known place of business of the LLC in Arizona:

Attention (optional)		
Address 1		
Address 2 (optional)		AZ
City	U.S.A.	State or Province Zip

6. DURATION – if the duration or life period of the LLC is perpetual (forever), then skip this section and continue to number 7 or number 8. Otherwise, check only one box below *and* fill in the corresponding blank:

- The LLC's life period will end on this **date**: _____ (enter a date)
- The LLC's life period will end upon the occurrence of this event: (describe an event)

COMPLETE NUMBER 7 OR NUMBER 8 – NOT BOTH.

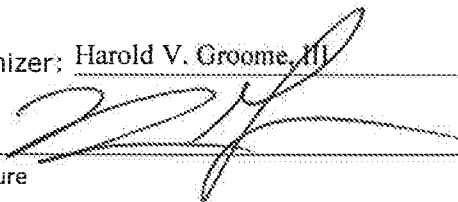
7. MANAGER-MANAGED LLC – see *Instructions L010i* – check this box if management of the LLC will be vested in a manager or managers (meaning one or more managers will run the company) and complete and attach **ONLY** the Manager Structure Attachment form L040. (Both members and managers will be listed on the Manager Structure Attachment.) *The filing will be rejected if it is submitted without the attachment.*

8. MEMBER-MANAGED LLC – see *Instructions L010i* – check this box if management of the LLC will be reserved to the members (meaning all members will run the company together if there is no operating agreement stating otherwise), and complete and attach **ONLY** the Member Structure Attachment form L041. (All members will be listed on the Member Structure Attachment.) *The filing will be rejected if it is submitted without the attachment.*

9. ORGANIZERS and SIGNATURE – the individual or pre-existing entity submitting this document is the Organizer – list the name of the Organizer below. If the Organizer is an individual, that individual must sign below. If the Organizer is a pre-existing entity, provide the signature of the individual acting for that entity, then print the individual's name.

The person signing below declares and certifies under penalty of perjury that the information contained within this document together with any attachments is true and correct, and is submitted in compliance with Arizona law.

Organizer: Harold V. Groome, III


Signature

December 19, 2017

Date

Printed Name (if different from Organizer)

Filing Fee: \$50.00 (regular processing)
Expedited processing – add \$35.00 to filing fee.
All fees are nonrefundable – see Instructions.

Mail: Arizona Corporation Commission
Corporate Filings Section
1300 W. Washington St., Phoenix, Arizona 85007
Fax: 602-542-4100

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.

All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection.
If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

MANAGER STRUCTURE ATTACHMENT

1. **ENTITY NAME** – give the exact name of the LLC (foreign LLCs – give name in domicile state or country):

Groome Transportation of Tennessee, LLC

2. **A.C.C. FILE NUMBER** (if known): _____

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

3. **MANAGERS / MEMBERS** – give the name and address of each and every **manager** and list all **members who own 20% or more** of the profits or capital of the LLC. **Use one block per person.** Members who own less than 20% may also be listed, but it is not required. Check the appropriate box or boxes below each person listed - *do not check both member boxes.* If more space is needed, use another Manager Structure Attachment form.

1. Groome Holding, Inc.			2. Groome Holding, Inc.		
Name 2289 Dabney Road			Name 2289 Dabney Road		
Address 1			Address 1		
Address 2 (optional) Richmond		VA	Address 2 (optional) Richmond		VA
City		Zip	City		Zip
UNITED STATES			UNITED STATES		
Country <input checked="" type="checkbox"/> Manager <input type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member			Country <input checked="" type="checkbox"/> 20% or more member <input type="checkbox"/> Manager <input type="checkbox"/> Less than 20% member		
3.			4.		
Name			Name		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
City		State or Province	City		State or Province
		Zip			Zip
Country <input type="checkbox"/> Manager <input type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member			Country <input type="checkbox"/> 20% or more member <input type="checkbox"/> Manager <input type="checkbox"/> Less than 20% member		
5.			6.		
Name			Name		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
City		State or Province	City		State or Province
		Zip			Zip
Country <input type="checkbox"/> Manager <input type="checkbox"/> 20% or more member <input type="checkbox"/> Less than 20% member			Country <input type="checkbox"/> 20% or more member <input type="checkbox"/> Manager <input type="checkbox"/> Less than 20% member		

EXHIBIT B

Operating Agreement

(See Attached)

LIMITED LIABILITY COMPANY AGREEMENT

OF

GROOME TRANSPORTATION OF TENNESSEE, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (the “Agreement”) of Groome Transportation of Tennessee, LLC, an Arizona limited liability company (the “Company”), is dated as of December 19, 2017 and is made by the sole member of the Company (the “Member”).

RECITAL

The Company was formed as an Arizona corporation under the Arizona Business Corporation Act (the “Corporation Law”) on July 31, 1981 and converted to an Arizona limited liability company under the Corporation Law and the Act (as defined below) on December 19, 2017. The Member desires to enter into a written agreement in accordance with the provisions of the Arizona Limited Liability Company Act and any successor statute, as amended from time to time (the “Act”), governing the affairs of the Company and the conduct of its business.

ARTICLE 1

The Limited Liability Company

1.1 Formation. The Member has caused the Company to be converted to a limited liability company pursuant to the provisions of the Corporation Law and the Act. Articles of Organization for the Company as described in Section 29-632 of the Act (the “Articles of Organization”) have been filed with the Arizona Corporation Commission in conformity with the Act.

1.2 Name. The name of the Company shall be “Groome Transportation of Tennessee, LLC” and its business shall be carried on in such name with such variations and changes as the Member shall determine or deem necessary to comply with requirements of the jurisdictions in which the Company’s operations are conducted.

1.3 Business Purpose; Powers. The Company was formed for the purpose of engaging in any lawful business, purpose or activity for which limited liability companies may be formed under the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

1.4 Registered Office and Agent. The location of the registered office of the Company shall be 2338 W. Royal Palm Road, Suite J, Phoenix, AZ 85021. The Company’s Registered Agent at such address shall be Corporation Service Company or other authorized registered agent designated by the Member.

1.5 Term. Subject to the provisions of Article 6 below, the Company shall have perpetual existence.

ARTICLE 2
The Member

2.1 **The Member**. The name and address of the Member is set forth on Schedule A hereto.

2.2 **Actions by the Member; Meetings**. The Member may approve a matter or take any action at a meeting or without a meeting by the written consent of the Member. Meetings of the Member may be called at any time by the Member.

2.3 **Liability of the Member**. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member.

2.4 **Power to Bind the Company**. The Member (acting in its capacity as such) shall not have the authority to bind the Company to any third party with respect to any matter.

2.5 **Admission of Members**. New members shall be admitted only upon the prior written approval of the Member.

ARTICLE 3
Management

3.1 **Management by the Manager**.

(a) The business and affairs of the Company shall be managed by a manager in accordance with the Act (the "Manager") which shall initially be Groome Holding, Inc. The affirmative vote of the Member shall be required to remove or replace the Manager. All powers of the Company shall be exercised by the Manager. Decisions of the Manager within its scope of authority shall be binding upon the Company and the Member. The Manager shall have full, exclusive, and complete discretion, power, and authority to manage, control, administer, and operate the business and affairs of the Company, and to make all decisions affecting such business and affairs.

(b) The Manager may make decisions and approve matters without holding a meeting by written consent.

3.2 **Officers**. The Manager shall have the authority to appoint and terminate officers of the Company and retain and terminate employees, agents and consultants of the Company and to delegate such duties to any such officers, employees, agents and consultants as the Manager deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties. The Manager may assign titles to particular officers. Unless the Manager otherwise decides, if the title is one commonly used for officers of a business corporation formed under the Corporation Law, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made to such officer by the Manager pursuant to the first

sentence of this Section 3.2. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Manager.

ARTICLE 4

Membership Interests and Contributions

4.1 Membership Interests. The authorized membership interests of the Company (“Interests”) shall consist of 100 Interests, which shall be identical in all respects.

4.2 Capital Contributions. From time to time, the Manager may determine that the Company requires capital and may issue additional Interests in exchange for capital contribution(s) in an amount determined by the Manager. A capital account shall be maintained for the Member, to which contributions and profits shall be credited and against which distributions and losses shall be charged.

4.3 Opt in to “Article 8” and Certificates. All Interests are “securities” governed by Article 8 of the Uniform Commercial Code as in effect from time to time in the State of Arizona. Certificates evidencing Interests (and certificates reflecting re-allocations of such Interests) shall be issued by the Company at the request of the Member or the lenders (or any representative thereof) to which the Interests have been pledged as collateral. The Member may direct a new certificate to be issued in place of any certificate theretofore issued by the Company alleged to have been lost or destroyed. Upon surrender to the Company or the transfer agent of the Company of a certificate representing Interests duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate shall be cancelled and the transaction shall be recorded upon the books of the Company. This Section 4.3 shall not be amended or otherwise modified without the prior written consent of the lenders (or any representative thereof) to which the Interests have been pledged as collateral.

4.4 Pledge of Membership Interests. Any provision to the contrary contained in this Agreement, the Articles of Organization of the Company or any agreement to which the Company or the Manager is a party or otherwise bound notwithstanding, the membership interests (for purposes hereof, “membership interests” shall be deemed to be inclusive of “limited liability company interests” under the Act) issued hereunder or covered hereby and all associated rights and powers may be pledged or assigned to any lender or lenders (or an agent therefor) as collateral for the indebtedness, liabilities and obligations of the Company and/or any of its subsidiaries or affiliates to such lender or lenders, and any such pledged or assigned membership interests and all associated rights and powers shall be subject to such lender’s or lenders’ rights under any collateral documentation governing or pertaining to such pledge or assignment. The pledge or assignment of such membership interests shall not, except as otherwise may result due to an exercise of rights and remedies under such collateral documentation, cause a Member to cease to be a Member or to have the power to exercise any rights or powers of a Member and, except as provided in such collateral documentation, such lender or lenders shall not have any liability solely as a result of such pledge or assignment. Without limiting the generality of the foregoing, the right of such lender or lenders (or an agent therefor) to enforce and exercise their rights and remedies under such collateral documentation hereby is acknowledged by the Member

and the Manager and any such action taken in accordance therewith shall be valid and effective for all purposes under this Agreement and the Company's Articles of Organization (in each case, regardless of any restrictions or procedures otherwise herein or therein contained) and applicable law (including the Act), and any assignment, sale or other disposition of the membership interests by such lender or lenders (or an agent therefor) pursuant to any such collateral documentation in connection with the exercise of any such lender's or lenders' rights and powers shall be valid and effective for all purposes, including, without limitation, under Section 29-732 of the Act, this Agreement, the Company's Articles of Organization, and other applicable law, to transfer all right, title and interest (and rights and powers) of the applicable Member to itself or themselves, any other lender or any other person or entity, including a nominee, an agent or a purchaser at a foreclosure (each an "Assignee") in accordance with such collateral documentation and applicable law (including, without limitation, the rights and powers to participate in the management of the business and the business affairs of the Company, to replace, appoint, direct and substitute the Manager (or any other manager of the Company), to vote as a "member", to amend and restate this Agreement, to access information and review the Company's books and records, to compel dissolution, to share profits and losses, to receive, cause and declare distributions, and to receive allocation of income, gain, loss, deduction, credit or similar items, and all other economic, control and "member status" rights) and such Assignee shall automatically (without further requirements, including under Section 2.5 hereof) be a Member of the Company with all rights and powers of a Member (and, if elected, of the Manager) and as a "member" under the Act. No such assignment, sale or other disposition shall constitute an event of dissolution or withdrawal under Article 6 or any other provision hereunder or otherwise. Further, no lender or any such Assignee shall be liable for the obligations of any Member assignor to make contributions. Each of the Manager and the Members approve all of the foregoing and the Manager and each of the Members agree that no further approval, consent, notice or other action shall be required for the exercise of any rights or remedies under such collateral documentation (except as may be expressly provided in such collateral documentation).

ARTICLE 5

Profits, Losses and Distributions

5.1 Profits and Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis in accordance with the manner determined by the Manager. In each year, profits and losses shall be allocated entirely to the Member.

5.2 Distributions. The Manager shall determine profits available for distribution and the amount, if any, to be distributed to the Member, and shall authorize and distribute on the Interests, the determined amount when, as and if declared by the Manager. The distributions of the Company shall be made entirely to the Member.

5.3 Withholding Taxes. The Company shall be entitled to reduce any distribution to the Member by any withholding taxes imposed on amounts distributed or allocated to such Member (and any entity level taxes imposed on the Company by reference to such Member's status as a member) and any such amounts shall be treated as distributed to such Member for all purposes under this Agreement.

ARTICLE 6
Events of Dissolution

The Company shall be dissolved and its affairs wound up upon the occurrence of any of the following events (each, an “Event of Dissolution”):

- (a) A vote for dissolution by the Manager; or
- (b) A judicial dissolution of the Company under Section 29-785 of the Act.

ARTICLE 7
Transfer of Interests in the Company

The Member may sell, assign, transfer, convey, gift, exchange or otherwise dispose of any or all of its Interests and, upon receipt by the Company of a written agreement executed by the person or entity to whom such Interests are to be transferred agreeing to be bound by the terms of this Agreement, such person shall be admitted as a member.

ARTICLE 8
Exculpation and Indemnification

8.1 Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Manager, the Member, or any directors, officers, managers, stockholders, members, partners, affiliates, representatives or employees of the Manager or the Member (individually, a “Covered Person” and, collectively, the “Covered Persons”) shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement.

8.2 Indemnification. To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person (and may indemnify officers of the Company in the sole discretion of the Member) from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (“Claims”), in which the Covered Person or officer, if applicable, may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person or officer, if applicable, shall not be entitled to indemnification under this Section 8.2 with respect to (i) any Claim with respect to which such Covered Person or officer, if applicable, has engaged in fraud or willful misconduct or (ii) any Claim initiated by such Covered Person or officer, if applicable, unless such Claim (or part thereof) (A) was brought to enforce such Covered Person’s or officers rights to indemnification hereunder or (B) was authorized or consented to by the Member. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company (in the case of officers of the Company, may be paid by the Company in the sole discretion of the Member) in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person

or officer, if applicable, to repay such amount if it shall be ultimately determined that such Covered Person or officer, if applicable, is not entitled to be indemnified by the Company as authorized by this Section 8.2.

8.3 Primacy of Indemnification; Subrogation; Insurance. The parties hereto hereby agree (a) that the Company and its subsidiaries shall be the indemnitors of first resort (i.e., their obligations to provide indemnification and/or advance expenses to any individual serving as a director, manager or officer of the Company or any of its subsidiaries (each, an “Indemnitee” and collectively, the “Indemnitees”) under their respective organizational documents and/or any agreement with an Indemnitee are primary, and any obligation of any affiliated entities, including but not limited to the Manager and its affiliates (collectively, the “Affiliated Indemnitors”; provided, however, that the “Affiliated Indemnitors” shall not include the Company or any subsidiary) to provide indemnification and/or advance expenses for the same liabilities or expenses incurred by an Indemnitee are secondary), (b) that the Company and its subsidiaries shall be required to provide indemnification and advance expenses to the fullest extent required by the terms of the applicable organizational documents and/or any agreement between the Company or any subsidiary and an Indemnitee without regard to any rights Indemnitee may have against the Affiliated Indemnitors and (c) that each of the Company and the subsidiaries irrevocably waives, relinquishes and releases the Affiliated Indemnitors from any and all claims against the Affiliated Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The parties hereto further agree that no payment or advancement by the Affiliated Indemnitors on behalf of an Indemnitee with respect to any claim for which an Indemnitee has sought or may seek indemnification from the Company or any of its subsidiaries shall affect the foregoing, and the Affiliated Indemnitors shall have a right of contribution and/or to be subrogated to the extent of such payment or advancement by an Affiliated Indemnitor to all of the rights of recovery an Indemnitee may have against the Company or any of its subsidiaries under the applicable organizational documents and/or any agreement between the Company or any of its subsidiaries and an Indemnitee. The parties hereto agree that all Affiliated Indemnitors are express intended third party beneficiaries of this Agreement. The Company shall cause each of its direct or indirect subsidiaries, whether held as of the date hereof or acquired or created hereafter, to be bound by substantially similar terms and conditions to those in this Section 8.3. The Company and its subsidiaries shall use their best efforts to cause their insurance providers, if any, to satisfy any claims against the Indemnitees arising out of their service as officers, directors, managers, employees and/or fiduciaries of the Company and its subsidiaries to the fullest extent of the coverage provided, notwithstanding any other indemnities or insurance available to any Indemnitee from any Affiliated Indemnitor.

8.4 Amendments. Any repeal or modification of this Article VIII by the Member shall not adversely affect any rights of any Covered Person or Affiliated Indemnitor pursuant to this Article VIII, including the right to indemnification and to the advancement of expenses of a Covered Person, in each case, existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE 9
Miscellaneous

9.1 **Tax Matters.**

(a) Unless otherwise determined by the Manager, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local income tax purposes), and the Member and the Company shall timely make any and all necessary elections and filings for the Company treated as a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local income tax purposes).

(b) The Manager shall have the authority to make all Company elections permitted under the Internal Revenue Code of 1986, as amended.

9.2 **Amendments.** Amendments to this Agreement and to the Articles of Organization shall be approved in writing by the Member. An amendment shall become effective as of the date specified in the approval of the Member or if none is specified as of the date of such approval or as otherwise provided in the Act.

9.3 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause shall be so significant as to materially affect the expectations of the Member regarding this Agreement. Otherwise, any invalid or unenforceable provision shall be replaced by the Member with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

9.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the principles of conflicts of laws thereof.

9.5 **Limited Liability Company.** The Member intends to form a limited liability company and does not intend to form a partnership under the laws of the State of Arizona or any other laws.

[Signature Page follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day first above written.

MEMBER

GROOME HOLDING, INC.

By: 

Name: Harold V. Groome, III

Its: President

MANAGER

GROOME HOLDING, INC.

By: 

Name: Harold V. Groome, III

Its: President

[Signature Page to Limited Liability Company Agreement of Groome Transportation of Tennessee, LLC]

TRADEMARK
REEL: 006242 FRAME: 0040

Schedule A

<u>Name</u>	<u>Interests</u>
Groome Holding, Inc.	100
Total:	100

**ARTICLES OF ENTITY CONVERSION
OF
GROOME TRANSPORTATION, INCORPORATED**

December 19, 2017

The undersigned, on behalf of the corporation, pursuant to Title 13.1, Chapter 9, Article 12.2 of the Code of Virginia, hereby executes the following Articles of Entity Conversion and sets forth:

ARTICLE ONE

The name of the corporation immediately prior to the filing of these Articles of Entity Conversion is Groome Transportation, Incorporated (“Corporation”). The Corporation shall convert to a Virginia limited liability company and its name shall be Groome Transportation, LLC (“Surviving LLC”).

ARTICLE TWO

The Corporation was originally incorporated on October 17, 1955 as a Virginia corporation with the name Groome Transportation, Incorporated.

ARTICLE THREE

The Plan of Entity Conversion governing the entity conversion is attached hereto as **Exhibit A** and made a part hereof (“Plan of Entity Conversion”). The Plan of Entity Conversion includes the full text of the Articles of Organization of the Surviving LLC as they will be in effect immediately after consummation of the conversion.

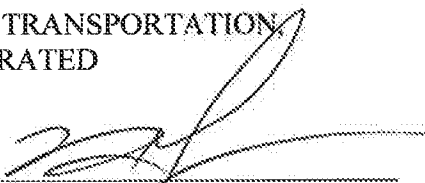
ARTICLE FOUR

The Plan of Entity Conversion was approved by the unanimous written consent of the shareholders of the Corporation on December 19, 2017.

The undersigned declares that the facts herein stated are true as of the date first written above.

GROOME TRANSPORTATION
INCORPORATED

By:



Harold V. Groome, III, President

EXHIBIT A

Plan of Entity Conversion

(See Attached)

**PLAN OF ENTITY CONVERSION
("PLAN")
of
GROOME TRANSPORTATION, INCORPORATED**

**SECTION I
NAME OF CONVERTING AND SURVIVING ENTITIES**

Groome Transportation, Incorporated, a corporation organized under the laws of the Commonwealth of Virginia ("Converting Entity") intends to convert to a limited liability company. The entity into which the Converting Entity is to be converted is Groome Transportation, LLC, a limited liability company to be organized under the laws of the Commonwealth of Virginia ("Surviving Entity").

**SECTION II
EFFECTIVE TIME**

After approval and adoption of this Plan by the directors and the sole shareholder of the Corporation, the Corporation shall file Articles of Entity Conversion with the Virginia State Corporation Commission (the "SCC"). Pursuant to Section 13.1-606 of the Code of Virginia, the conversion shall become effective upon issuance by the SCC of a certificate of entity conversion (the "Effective Time").

**SECTION III
EFFECT OF CONVERSION ON MEMBERSHIP INTERESTS**

At the Effective Time, the shares held by the sole shareholder of the Converting Entity will be converted into a 100% membership interest in the Surviving Entity.

**SECTION IV
ARTICLES OF ORGANIZATION**

The Articles of Organization of Surviving Entity at the Effective Time of the Conversion shall be the Articles of Organization of said Surviving Entity and said Articles of Organization, a copy of which are attached hereto as **Schedule I** and made a part hereof, shall continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the Surviving Entity's operating agreement and applicable provisions of the Code of Virginia.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Plan of Conversion has been executed on December 19,
2017.

GROOME TRANSPORTATION,
INCORPORATED, a Virginia corporation

By: 

Name: Harold V. Groome, III

Title: President

SCHEDULE I

Articles of Organization

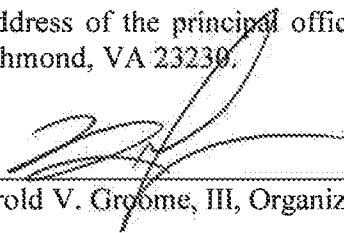
(See Attached)

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
ARTICLES OF ORGANIZATION**

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia the undersigned states as follows:

1. The name of the limited liability company is Groome Transportation, LLC.
2. The address of the initial registered office in Virginia is 200 South 10th Street, Suite 1600, Richmond, VA, in the City of Richmond.
3.
 - A. The registered agent's name is Beth Hungate-Noland, whose business address is identical with the registered office.
 - B. The registered agent is an individual who is a resident of Virginia and is a member of the Virginia State Bar.
4. The post office address of the principal office of the limited liability company is 2289 Dabney Road, Richmond, VA 23230.

Signature:



Harold V. Groome, III, Organizer

December 19, 2017