

EXHIBIT A

CONTRACT CARRIER INTERVENTION SETTLEMENT AGREEMENT

This Contract Carrier Intervention Settlement Agreement (this “**Agreement**”) is entered into as of April 25, 2025 (the “**Effective Date**”) by and between MedRide, LLC, a Colorado limited liability company, having an address at 6005 Delmonico Drive, Suite 200, Colorado Springs, CO 80919 (“**MedRide**”) and Tazco Inc. d/b/a Sunshine Rides and/or Sunshine Taxi, a Colorado corporation, having an address at PO Box 717, Grand Junction, CO 81502 (“**Sunshine Rides**”). MedRide and Sunshine Rides may be collectively referred to as the “**Parties**” or each individually as a “**Party**” to this Agreement.

WHEREAS, Sunshine Rides filed a Notice of Intervention in proceeding 24A-0401BP (the “**Intervention**”) before the Colorado Public Utilities Commission (the “**Commission**”), in which MedRide is seeking to obtain a permit to operate as a contract carrier by motor vehicle for hire for certain customers in the Counties of Delta, Mesa, and Montrose, Colorado;

WHEREAS, the Parties have engaged in settlement discussions for the purposes of amicably and speedily compromising on, resolving, and settling any and all issues raised in the Intervention; and

WHEREAS, the Parties now desire to enter into this Agreement for purposes of compromising on, resolving, and settling, as provided in this Agreement, any and all issues raised in the Intervention, in order to avoid doing the same in a hearing before the Commission, subject to the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the Parties intending to be legally bound hereby, the Parties hereby agree as follows:

AGREED TERMS

1. SETTLEMENT. In order to compromise on, resolve, and settle the Intervention, each Party agrees that: A) It shall not, on a going-forward basis, in perpetuity, intervene in, challenge, or otherwise file any pleadings or notices not in support of any application (or amendment thereto or extension thereof) that the other Party submits to the Commission to obtain a permit to operate as a contract carrier by motor vehicle for hire, and B) Both parties shall not make disparaging, derogatory, critical or negative statements, advertisements or other communications about the other carrier to contracting organizations (actual or potential), riders, the public, the PUC, HCPF, and any others privately or otherwise. In exchange for MedRide’s promises in the immediately preceding sentence, Sunshine Rides agrees to have the Intervention withdrawn by the Commission.

2. REPRESENTATIONS AND WARRANTIES. In order to induce each other to enter into this Agreement, the Parties represent and warrant as follows: (a) they are duly authorized and competent to enter into this Agreement; (b) they have carefully read the contents of this Agreement and know and understand its contents fully; (c) they have investigated the facts relevant to this Agreement and the compromise, resolution, and settlement of the Intervention,

3. NO OUTSTANDING OR KNOWN FUTURE CLAIMS/CAUSES OF ACTION. Each Party affirms that it has not filed with any governmental agency or court any type of action or report against the other Party, other than the Intervention or any other previously resolved dispute between them.

4. ACKNOWLEDGMENT OF SETTLEMENT. Each Party acknowledges that the consideration set forth in this Agreement is in full settlement of all claims or losses of whatsoever kind or character that it has, or may ever have had, against the other Party, including by reason of the Intervention and any events underlying and related to the Intervention.

5. ADEQUATE CONSIDERATION AND FAIR VALUE. The Parties agree, covenant, represent, and warrant that there is sufficient and adequate consideration being received and fair value being provided by the Parties for entering into this Agreement and that this Agreement is being entered into knowingly, voluntarily, without mental reservation, with no purpose of evasion, and with the intent to be legally bound hereby, without coercion of any kind, in part to remove the uncertainty and expense of hearings and additional negotiations, and with an adequate opportunity for and the actual benefit of the assistance and advice of legal counsel.

6. GOVERNING LAW; LEGAL ACTIONS. This Agreement, and any disputes arising hereunder, shall be governed by the laws of the State of Colorado, without regard to any conflicts of laws principles.

7. CHOICE OF FORUM. State and federal courts located in Denver, Colorado shall be the exclusive forum for litigation concerning this Agreement. The Parties to this Agreement consent to personal jurisdiction in such courts as well as service of process by any means authorized by Colorado law.

8. ATTORNEYS' FEES AND COSTS AND DAMAGES. If a Party commences legal action against the other Party for breach of this Agreement, the prevailing Party will be entitled to collect from the non-prevailing Party the prevailing Party's reasonable attorneys' fees and costs and the costs of collection incurred as a result of, or connected in any way with, enforcement of the prevailing Party's rights under this Agreement. Further, each party will be permitted to seek injunctive relief to enforce this agreement, and damages, including for interference of contractual relationships, including but not limited to lost revenues. For purposes of this Agreement, "prevailing Party" shall mean the Party who obtains legal counsel to enforce and/or bring an action against the other Party and who obtains substantially the relief sought.

9. WAIVER OR AMENDMENT. Nothing in this Agreement can be waived or amended unless

10. NEW OR DIFFERENT FACTS: NO EFFECT. Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional fact or any fact different from that which a Party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Agreement.

11. SEVERABILITY. In the event any of the provisions of this Agreement are deemed to be invalid and unenforceable, those provisions shall be severable from the remainder of this Agreement.

12. LACK OF DURESS. The Parties represent and warrant that they have each read this Agreement and that this Agreement has been executed of their own free will. The Parties further warrant and represent that no statements, representations, promises, or warranties were made by the other Party or its representatives to influence, induce, or cause them to enter into this Agreement, other than statements and representations specifically recited in this Agreement.

13. ENTIRE AGREEMENT. The Parties agree and acknowledge that no promise, inducement, or agreement not herein expressed has been made to them or any of their representatives, as this Agreement constitutes the entire agreement between the Parties.

14. NON-RELIANCE. The Parties expressly assume any and all risks that the facts and law may be different from the facts and law as known to, or believed to be, by each such Party as of the date of this Agreement and agree and understand that this Agreement shall be effective and enforceable according to its terms herein, even if the facts or law turn out to be different than each Party hereto knows or believes them to be as of the Effective Date.

15. ACKNOWLEDGMENT OF LEGAL ADVICE. The Parties agree and acknowledge that they enter into this Agreement after consultation with their attorneys, or after the opportunity to consult with an attorney, that, as applicable, their attorneys have explained the terms of this Agreement and that they fully understand and voluntarily accept the terms of this Agreement. The Parties represent and acknowledge that, in executing this Agreement, they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by the other Party's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise.

16. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. An electronic signature shall be understood to be a fully valid signature.

17. RULE OF CONSTRUCTION. The Parties and their respective counsel (if they exist) have reviewed this Agreement and agree that any rule of construction that would require an ambiguity, if any, in this Agreement to be construed against the drafter shall not be employed in the interpretation of this Agreement.

18. USE OF HEADINGS. The Parties agree and acknowledge that all headings contained in this Agreement are used solely for the convenience of the Parties and are not to be interpreted as part of this Agreement.

19. SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

20. AUTHORITY OF SIGNATORIES. The individuals signing this Agreement represent and warrant that they have the authority to sign this Agreement on behalf of their respective entities.

21. NECESSARY ACTS, FURTHER ASSURANCES. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

22. NOTICE. When notice is required under this Agreement, notice shall be made as follows:

(a) All notices or demands required to be given to MedRide hereunder shall be in writing and shall be served by email in addition to hand delivery or by deposit with a nationally recognized overnight courier, addressed as follows:

6005 Delmonico Dr., Suite 200
Colorado Springs, CO 80919
Attn: Tyler Borzileri
Email: tyler.borzileri@medrideco.com

(b) All notices or demands required to be given to Defendants hereunder shall be in writing and shall be served by hand delivery or by deposit with a nationally recognized overnight courier, addressed as follows:

PO Box 717
Grand Junction, CO 81502
Attn: Kelly Milan, General Manager
Email kelly.milan@sunshinerides.com

(c) The date of sending recorded by the nationally recognized overnight courier will be prima facie evidence of when notice was made. No proof that MedRide or Sunshine Rides actually received notice is necessary.

THE REMAINDER OF THE PAGE HAS BEEN LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed Agreement on the dates written below, with the intent that it be effective as of the Effective Date.

MEDRIDE

MedRide, LLC

By: *s/Tyler Borzileri*

Name: Tyler Borzileri

Title: VP of Business Development

Date: April 25, 2025

SUNSHINE RIDES

Tazco Inc. d/b/a Sunshine Rides

By: s/Kelly Milan

Name: Kelly Milan

Title: General Manager

Date: April 25, 2025