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100 North Tenth Street, Harrisburg, PA 17101 Phone: 717.236.1300 Fax: 717.236.4841 www.hmslegal.com

March 27, 2014

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

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2014 MAR 27 PM 1:52
PA PUC
SECRETARY'S BUREAU

RE: Application of Easton Coach Company for Approval of the Transfer and Exercise of Common Carrier or Contract Rights;
Docket No. A- _____

Dear Secretary Chiavetta:

Enclosed for filing with the Pennsylvania Public Utility Commission ("Commission") is the Application of Easton Coach Company ("ECC") for approval of the transfer and to exercise, as a common carrier, the paratransit rights of Conshohocken Yellow Cab Co., as more fully described in the application. A check in the amount of \$350.00 is included to cover the filing fee.

This application is one of eight related applications being filed simultaneously with the Commission whereby ECC is seeking approval of the purchase of the assets and Commission authority of Norristown Transportation Co., Inc., Mid-County Transportation Service, Inc., Conshohocken Yellow Cab Co., Inc., Lansdale Yellow Cab Co., Inc. and Norristown Yellow Cab Co., Inc., all of which are under common ownership. It is the desire of the Parties to these applications to close on these transactions in August of 2014. Accordingly, the Parties respectfully request that the eight related applications receive expedited treatment in their publication in the Pennsylvania Bulletin and processing by the Commission such that a Final Order may be issued, if at all possible, prior to July 31, 2014.

MAILING ADDRESS: P.O. BOX 1778 HARRISBURG, PA 17105

Rosemary Chiavetta, Secretary
March 27, 2014
Page 2

Thank you for your attention to these matters. Please contact me with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'SKH', with a long horizontal flourish extending to the right.

Steven K. Haas
Counsel to Easton Coach Company

SKH/jld
Enclosures

**APPLICATION FOR APPROVAL OF TRANSFER
AND EXERCISE OF COMMON CARRIER OR CONTRACT RIGHTS**

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Easton Coach Company ("ECC") :
for the approval of the transfer and to exercise :
the right as a Common Carrier, described at : Docket No. A-
Docket No. A-00100317, F.2, issued to :
Conshohocken Yellow Cab Co., Inc. for the :
Transportation of persons in Paratransit Service. :

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APPLICATION

1. The name of the Applicant/Transferee is:

Easton Coach Company ("Applicant" or "ECC").

2. The Applicant does not operate under or use a trade name.

2. The business address of the Applicant is:

1200 Conroy Place, Easton, Northampton County, Pennsylvania 18040.

4. The name and address of the Applicant's attorney in this proceeding are:

Steven K. Haas
Hawke McKeon & Sniscak, LLP
100 North Tenth Street
Harrisburg, PA 17101
Phone (717) 236-1300
Fax (717) 236-4841
E-mail skhaas@hmslegal.com

5. Documents in this proceeding should be mailed to:

Transferee: Steven K. Haas
Hawke McKeon & Sniscak, LLP
100 North Tenth Street, Harrisburg, PA 17101.

Transferor: Barnett Satinsky, Esquire
Fox Rothschild, LLP
2000 Market Street, 20th Floor
Philadelphia, PA 19103-3222

6. The Applicant does hold Pa. P.U.C. authority under Docket No. A- 00118835 and A-00118835F0002, and operates as a common carrier.

7. The Applicant does not hold Interstate Commerce Commission authority.

8. The Applicant is a corporation, organized under the laws of the state of Delaware and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on April 1, 2002. Attached as **Appendix A** are copies of ECC's Certificate of Incorporation in the state of Delaware and Certificate of Authority in the Commonwealth of Pennsylvania. Attached as **Appendix B** is a list of corporate officers and their titles and the names, addresses and number of shares held by each shareholder.

9. The owners of ECC were the identical owners of Pennsylvania Transit Company, LLC ("PTC"), which held a Certificate of Public Convenience from this Commission at Docket No. A-00123331 authorizing the provision of paratransit service between points in the City and County of Philadelphia for the Medical Assistance Transportation Program. By Order entered April 26, 2012, PTC's application for the discontinuance of service and cancellation of its certificate was approved by the Commission.

10. The Applicant proposes to acquire all of the operating rights now held by the Transferor. Attached as **Appendix C** is a description of the rights to be transferred to the Applicant.

11. The reason for the transfer is the Transferor's desire to pursue other business interests.

12. a. The following documents are attached hereto and labeled at follows:

Sales Agreement – **Appendix D**

List of equipment to be used to render service – **Appendix E**

Operating authority to be transferred – **Appendix C**

Statement of Financial Position – **Appendix F**

Statement of unpaid business debts of the Transferor
and how they will be satisfied – **Appendix G**

Statement of Safety Program – **Appendix H**

Statement of Transferee's experience – **Appendix I.**

Statement of Maintenance Program – **Appendix J**

b. The following documents are also attached and labeled as follows:

Certificate of Authority – **Appendix A**


Statement of Corporate charter purpose – **Appendix A**

List of Corporate officers and stockholders – **Appendix B.**

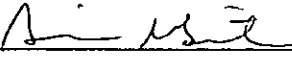
13. The Transferor attests that all General Assessments and fines are paid, and agrees to continue to render the service which is to be transferred until this application is approved, whereupon Transferor will surrender said certificate or permit for cancellation.

14. Transferee agrees to assume and pay any General Assessments that may be made against Transferor as a common carrier for any and all operating periods up to the actual date of the transfer.

WHEREFORE, Transferee and Transferor request that the Commission grant the transfer.

For Transferee P. Joseph Scott, III  President 3/26/14
Print Name Signature Title Date

Corporate Seal _____

For Transferor Bonnie Geist  President 3/26/14
Print Name Signature Title Date

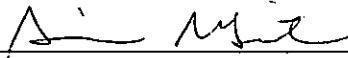
Corporate Seal _____

APPLICATION VERIFICATION

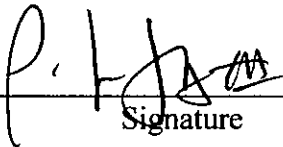
We hereby state that the statements made in the application are true and correct to the best of our knowledge, information and belief.

We understand that false statements herein are made subject to the Penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

TRANSFEROR (Seller)

<u>Bonnie Geist</u>		<u>President</u>	<u>3/26/14</u>
Printed Name	Signature	Title	Date

TRANSFeree (BUYER)

<u>P. Joseph Scott, III</u>		<u>President</u>	<u>3/26/14</u>
Printed Name	Signature	Title	Date

VERIFIED STATEMENT OF APPLICANT

THE FOLLOWING INFORMATION IS REQUIRED BY THE COMMISSION TO DETERMINE THE APPLICANT'S FITNESS TO OPERATE. STATEMENTS SHOULD BE TYPED OR PRINTED. ILLEGIBLE STATEMENTS WILL DELAY YOUR APPLICATION.

Easton Coach Company

Legal Name of Applicant

Trade Name, if any

1200 Conroy Place

Easton

PA

18040

Street Address (principal place of business)

City or Municipality

State

Zip Code

The Verified Statement of the Applicant is more or less a business plan, or your proposal for providing the transportation service for which you are making application. Prior to deciding to make application for operating authority from the Public Utility Commission, you likely gave much consideration to the manner in which you would operate the business in order that you could provide satisfactory service to your customers and so that you could make a reasonable profit. As part of the application process, you must provide the Commission with your proposal to provide the transportation service.

At minimum, the Verified Statement of the Applicant should include a discussion of the numbered items listed below and on the following pages. You are encouraged to provide as much information as possible about the particular subject as is necessary to fully explain your plan. If you fail to provide sufficient information about the subjects listed below, it may cause the review of your application to be delayed until you provide the necessary information. If you need more space to provide your explanation, please attach additional pages that list the appropriate item by number.

1. Identify the person making the Verified Statement on behalf of the applicant. If the applicant is a sole proprietor making the statement, this will be the same information as provided above. If an employee/officer of applicant is making the statement, give name, title, business address and telephone number, and indicate that the applicant's directors/owners/partners/etc. have authorized the witness to speak for the business.

P. Joseph Scott, III, President and CEO
1200 Conroy Place
Easton, PA 18040
Phone: (610) 253-4055
Fax: (610) 330-0723

The owners of Easton Coach Company have authorized Mr. Scott to speak on behalf of the company.

2. List the applicant's affiliation (owner, manager, controls) with any other carrier, with the description of affiliation.

Mr. Scott holds the same positions with Pennsylvania Transit Company, LLC ("PTC"). PTC held a Certificate of Public Convenience from the Commission at Docket No. A-00123331 authorizing the provision of paratransit service between points in the City and County of Philadelphia for the Medical Assistance Transportation Program. By Order

entered April 26, 2012, PTC's application for the discontinuance of service and cancellation of its certificate was approved by the Commission.

3. Describe your business experience, particularly any experience relating to the operation of a transportation service. You may also include an explanation of education or training that you believe may be relevant.

Easton Coach Company has been providing a wide range of passenger ground transportation services in Pennsylvania and New Jersey for over 20 years. The Applicant currently employs over 600 people and operates over 400 vehicles traveling 13,100,000 vehicle miles and transporting over 1,800,000 people per year.

Mr. Scott has served as President of Easton Coach since 2003 and had been active in the company since 1999 (with the prior owner, for whom he served as President and CEO from 1999-2003). Mr. Scott's other professional positions included: (1) Vice President and Controller of Unisource Worldwide (1998-1999) (a \$7 billion wholesale distributor of paper and paper products); (2) Vice President of Finance and Controller of Chemical Leaman Corp. (1995-1998) (a \$360 million tank trucking operation); and (3) Senior Manager at Ernst & Young LLP in Philadelphia (1986-1995). He graduated from Villanova University with a BS in Accounting.

4. Describe your facilities, record maintenance plan and your communication network. Please include a description of your physical location, to include the office area, office machines that will be utilized, and the facility to house vehicles. Household goods in use carriers should include a description of their storage facilities, if applicable. Please include an explanation of your plan to maintain records required by the PUC, as well as normal business records. In regard to your communication network, please explain how you will receive customer requests for transportation, how you will dispatch the vehicles to fulfill the request, and how you will maintain continuous communication with your drivers. Finally, please state your intended business hours.

The Applicant currently maintains facilities at nine locations in Pennsylvania and New Jersey. Primary facilities are located in Easton, Whitehall, Nesquehoning, Reading, Lancaster and Harrisburg, PA, and Pleasantville and Phillipsburg, NJ. Smaller operations are housed in Cumberland, and Hazleton, PA.

To operate Transferor's operations in Montgomery County, Easton Coach has arranged to (a) lease Transferor's current Norristown, PA location, and (b) sublease the Transferor's current North Wales location. Both locations are currently-functioning fleet facilities and offices today, and we plan no material changes in the physical locations, office areas, communications systems, office machines and/or computer configurations. Records and data will continue to be maintained in the same manner that Transferor currently maintains *pertinent business and PA PUC records and data*. Easton Coach will acquire Transferor's communications systems, including current telephone numbers used by customers and current two-way radio and dispatch systems used to operate the fleet and communicate with drivers.

5. Please state the number of employees you intend to use, along with a description of their duties. Please explain why that number of employees is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. (Do not address drivers in your explanation about this item; drivers are addressed separately in item # 6).

Other than replacing the current principal/owner of Transferor following a three to six month transition period, Easton Coach plans no material change in the employees of the Transferor. We plan to offer employment to all qualified current employees with no change in geographical location. The current operation is staffed as follows:

1 General Manager

2 Operations Managers
2 Fleet Managers
1 HR/Payroll Manager
6 Dispatchers
2 Mechanics
2 Shop/Utility/Wash Bay Staff
2 Administrative Staff
18 Non-Driver Employees

This employee group has been adequately providing efficient service to the Transferor's existing operations and Easton Coach currently plans no material changes in staffing levels. Easton Coach will, however, add any additional employees it deems necessary to assure the successful operation of the business in Montgomery County.

6. Please state the number of drivers you intend to use or hire in your business and explain why that number of drivers is appropriate for the size of the geographical territory you will be serving. In addition, please explain:
- Your hiring standards for drivers;
 - Your system to ensure prospective drivers will be subject to a criminal background check;
 - Your driver training program;
 - Your system for ensuring that your drivers are properly licensed at all times;
 - Your system to ensure that all drivers will be subject to a criminal background check every two years;
 - Your policies regarding alcohol and drug use by your drivers.

Transferor currently employs approximately 90 drivers. Easton Coach plans no material change in the driver employees of the Transferor. We plan to offer employment to all qualified current employees with no change in geographical location or work assignment.

Applicant currently employs over 480 drivers and 115 operations, maintenance, dispatch, call center and administrative staff (not including the proposed Montgomery County drivers and staff). Of the 480 current drivers, approximately 400 are full time employees and the remaining 80 are part time employees and limited part time employees.

All Easton Coach drivers are employees of the company. No "lease" programs, Form 1099-type contractors, or other contractual arrangements are used to retain drivers.

See Appendix D for a complete description of the company's recruitment and hiring requirements and procedures, as well as a description of our qualification and training steps and drug and alcohol policies.

7. Please state the number of vehicles you plan to use in your business and why that number is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. If you have already obtained vehicles for your business, please list them in the chart below. Taxicabs and limousines may not be used if the vehicle's age is greater than eight model years.

This Application is one of eight (8) Applications simultaneously filed by the Applicants by which Easton Coach is seeking to acquire the assets and operating authority of the various companies and authorities currently owned by the Transferor. In total, the Transferor currently operates approximately 80 vehicles to efficiently serve its geographical territory under its various operating authorities. This equipment consists of approximately 27 wheelchair accessible vans, 7 extended passenger vans, 28 mini vans and 18 sedans. Easton Coach initially intends to acquire and operate this current fleet to provide the service it is acquiring in the eight (8) Application proceedings. The number of vehicles will be regularly reviewed for adequacy and adjusted as necessary. See Appendix E for a list of the vehicles Easton Coach will be acquiring from the Transferor as part of the eight (8) Application

proceedings. Easton Coach will obtain and utilize additional vehicles as needed. Easton Coach will only use vehicles that are 8 or fewer model years old to provide the call or demand service it is seeking to acquire from the Transferor.

8. Describe your vehicle safety program. Please include the following in your explanation:
- a. Your periodic vehicle maintenance plan;
 - b. Your system for ensuring your vehicles will continuously comply with Pennsylvania's equipment standards (67 Pa. Code, Chapter 175) that are applicable to the type of vehicles used in your business;
 - c. Your system for ensuring your vehicles will maintain compliance with the PUC's requirements for passenger service at 52 Pa. Code, Section 29.403 (applicable to passenger applicants only);
 - d. Your system for replacing vehicles once they are greater than eight model years in age in compliance with 52 Pa. Code, Section 29.314(d) (applicable to taxicabs) or 52 Pa. Code, Section 29.333(e) (applicable to limousines);
 - e. Your system for ensuring the filing of an annual vehicle list (taxicabs and limousines);
 - f. Your system for ensuring your vehicles will comply with the requirements of 49 CFR Parts 393 and 396, as adopted by the PUC at 52 Pa. Code, Chapter 37 (applicable to HHG applicants).

See Appendix J for a complete description of the company's vehicle maintenance and recordkeeping system. The company will work with its legal counsel to assure that it is in compliance with all federal and state (including Pennsylvania Public Utility Commission), regulations and requirements. The company will comply with the Commission's vehicle age restrictions, and will submit a list of its vehicles to the Commission on an annual basis as required under the Commission's regulations.

9. Please explain what steps you have taken to determine if you can obtain and pay the premiums to maintain insurance coverage for the proposed number of vehicles for your business.

Easton Coach currently maintains all insurance coverages required to operate transferor's services, including comprehensive general liability vehicle, and property coverage, employer liability, and workers compensation.

Our Comprehensive General Liability policy with Lancer Insurance Company includes coverage of \$2,000,000 per occurrence, and \$3,000,000 of excess liability coverage with General Star National Insurance Company for a total of \$5,000,000 per occurrence and Aggregate.

Our automobile insurance policy with Lancer Insurance Company consists of \$5,000,000 bodily injury and property damage combined per occurrence, which includes comprehensive auto liability for all vehicles, uninsured motorist, bodily injury, collision, property coverage, and all other coverages required by law.

Our worker's compensation policy is with PMA Insurance and consists of statutory benefits for Workers compensation, and limits of \$1,000,000 for Employer's Liability coverage as required.

10. Please describe your customer service standards. Within your description, please explain:
- a. Your plan to inform customers of the procedures for filing complaints with the PUC;
 - b. Your intended customer complaint resolution procedure.

Easton Coach requires that each of its drivers treat all passengers with the utmost in courtesy and respect, and to provide any assistance necessary to passengers. The company will display in a conspicuous location in all vehicles decals that contain a company telephone number for the submission of complaints. The decals will also provide a number for the PUC for use in the event the company's response to the passenger's complaint is not

satisfactory to the passenger. All passenger complaints submitted to the company will be reviewed by management personnel and a response will be provided to the passenger in a timely manner. Management will provide the passenger with the PUC's telephone number in the event the complaint is not resolved to the passenger's satisfaction and they wish to pursue the complaint further.

11. Criminal Record. Have you, any members (if LLC or LLP), shareholders, or officers (corporations) been convicted of a misdemeanor or felony for which you remain subject to supervision by a court or correctional institution?

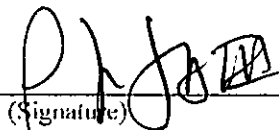
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12. Financial Data. In addition to demonstrating your technical fitness, you must also demonstrate that you possess the financial fitness to provide the proposed transportation service. Therefore you must complete both parts of the "Statement of Financial Position", which follows this page. The first part is the Balance Sheet. You need only provide the applicable information. The second part of the Statement of Financial Position is the Projected Income Statement. The projection is your estimation of expected revenues and specific expenses for one year. You should use the projected information, along with the financial data reported on your balance sheet to help you determine if the proposed business can be feasible. Please feel free to also provide clarification information with your "Statement of Financial Position", which explains why you believe you have sufficient funds to ensure your transportation business can provide reliable service to the public in a safe manner.

See **Appendix F** for the company's financial data. Easton Coach has sufficient funds to ensure the successful operation of the combined operations. We maintain strong banking relationships to facilitate our capital needs, cash flow and operations. Our primary bank is M&T Bank, which has agreed to finance up to 50% of the acquisition price and increase the company's line of credit as needed to accommodate the incremental Montgomery County working capital requirements.

Verification of Statement

The undersigned deposes and says that he/she is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information, and belief. The undersigned understands that false statements herein are made subject to penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.



(Signature)

P. Joseph Scott, III, President

(Name and Title, printed or typed)

March 26, 2014

(Date)

APPENDIX A

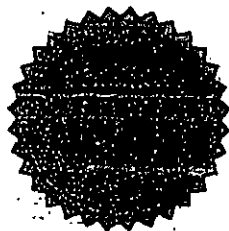
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "EASTON COACH COMPANY", FILED IN THIS OFFICE ON THE FIRST DAY OF APRIL, A.D. 2002, AT 12 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3503256 8100

AUTHENTICATION: 1702068

020208574

DATE: 04-04-02

Appendix A

APR. 2. 2002. 5:45PM

CORPORATE TRUST CENTER

BUCHANAN INGERSOLL PROFESSIONAL CORPORATION 215 569 2378 TO 130265

NO. 2435 DELAWARE 2/3
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:00 PM 04/01/2002
020208574 - 3503256

**AMENDED & RESTATED
CERTIFICATE OF INCORPORATION
OF
EASTON COACH COMPANY**

THE UNDERSIGNED does hereby certify that Easton Coach Company (the "Corporation") originally was incorporated in the State of Delaware on March 18, 2002; the Corporation has not received any payment for any of its stock and that this Amended and Restated Certificate of Incorporation was duly adopted by the Sole Incorporator in accordance with the provisions of Sections 241 and 245, of the General Corporation Law of Delaware:

This Amended and Restated Certificate of Incorporation restates and integrates and amends the Certificate of Incorporation to read as herein set forth in full:

1. The name of the Corporation is:

EASTON COACH COMPANY

2. The address of its registered office in the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

4. The Corporation is authorized to issue capital stock to the extent of:

(a) One Million (1,000,000) Shares Common Stock
Par Value \$.0001 per Share; and

(b) One hundred thousand (100,000) Shares Preferred Stock
Par Value \$.0001 Per Share (the "Preferred Stock")

The board of directors of the Corporation shall have the authority to issue shares of Preferred Stock in series or subseries and to fix by resolution the designations, powers, preferences, rights and the qualifications, limitations, or restrictions in respect of any such series or subseries.

5. The name and mailing address of the Sole Incorporator is as follows:

Paula S. Belcher
Buchanan Ingersoll Professional Corporation
11 Penn Center, 14th Floor
1835 Market Street
Philadelphia, PA 19103

6. The Corporation is to have perpetual existence.
7. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director for any act or omission except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended. Any amendment, repeal or modification of this Paragraph by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.
8. In furtherance, and not in limitation of the powers conferred by the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation is expressly authorized to make, alter, or repeal the By-laws of the Corporation.
9. Elections of directors need not be by written ballot except and to the extent provided in the By-laws of the Corporation.

I, Paula S. Belcher, being the Sole Incorporator hereinbefore named, for the purpose of amending and restating the Certificate of Incorporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying and this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 1st day of April, 2002.


Paula S. Belcher, Sole Incorporator

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

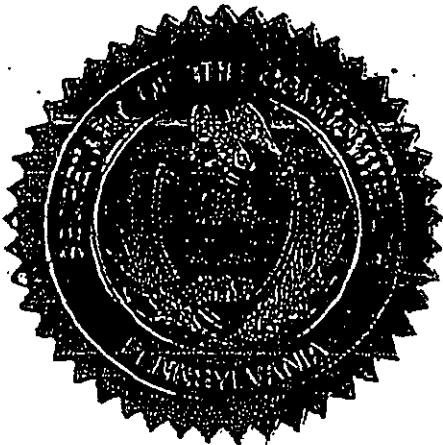
APRIL 08, 2002

TO ALL WHOM THESE PRESENTS SHALL COME. GREETING:

I DO HEREBY CERTIFY THAT.

EASTON COACH COMPANY

is duly qualified to do business under the laws of the Commonwealth of Pennsylvania and remains a subsisting corporation so far as the records of this office show, as of the date herein.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

C. Michael Stewart

ACTING

Secretary of the Commonwealth

DPOS

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Application for Certificate of Authority
(15 Pa.C.S.)

Entity Number

3062892

- Foreign Business Corporation (§ 4124)
 Foreign Nonprofit Corporation (§ 6124)

Name

Address

City

State

Zip Code

Document will be returned to the
name and address you enter to
the left.

←

Fee: \$180

Filed in the Department of State on

APR 01 2002

ACTING

Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations), the undersigned, hereby states that:

1. The name of the corporation is:

EASTON COACH COMPANY

2. Complete only when the corporation must adopt a corporate designator for use in Pennsylvania.

The name which the corporation adopts for use in this Commonwealth is:

3. If the name set forth in paragraph 1 or 2 is not available for use in this Commonwealth, complete the following:

The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is:

The corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) and the attached form DSCB:54-311 (Application for Registration of Fictitious Name).

4. The name of the jurisdiction under the laws of which the corporation is incorporated is:

DELAWARE

5. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

1209 ORANGE STREET,

WILMINGTON

DELAWARE

19801

Number and street

City

State

Zip

PA028 - 1/23/02 C.T. Filing Manager Online

6. The (a) address of this corporation's proposed registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street City State Zip County

Buchanan Ingersoll, 11 Penn Center, 1835 Market Street 14th Floor, Philadelphia, PA 19103 Philadelphia

(b) Name of Commercial Registered Office Provider County

c/o: _____

7. Check one of the following:

Business Corporation: The corporation is a corporation incorporated for a purpose or purposes involving pecuniary profit, incidental or otherwise.

Nonprofit Corporation: The corporation is a corporation incorporated for a purpose or purposes not involving pecuniary profit, incidental or otherwise.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for Certificate of Authority to be signed by a duly authorized officer thereof this 29th day of MARCH, 2002.

EASTON COACH COMPANY
 Name of Corporation

Paula S. Belcher
 Signature

PAULA S. BELCHER, ASSISTANT SECRETARY
 Title

APPENDIX B

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MAR 27 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Appendix B

List of Corporate Officers and Shareholders

<u>Shareholders</u>	<u># of Shares Owned</u>
David M. Boucher 137 Jaffrey Road Malvern, PA 19355	230,000
S. Sidney Boucher c/o David M. Boucher 137 Jaffrey Road Malvern, PA 19355	5,000
Emily M. Boucher c/o David M. Boucher 137 Jaffrey Road Malvern, PA 19355	5,000
Feeks Investments LLC c/o John H. McFadden 104 North Woodstock Philadelphia, PA 19103	62,500
John H. McFadden 104 North Woodstock Philadelphia, PA 19103	70,667
George McFadden Trust c/o Mellon Bank 1735 Market Street Philadelphia, PA 19103	5,208
P. Joseph Scott III 919 Chesterfield Drive Ambler, PA 19002	45,000
Mark E. Glatz 7010 Redcoat Drive Flourtown, PA 19031	20,000

Officers

David M. Boucher, Chairman
P. Joseph Scott III, President and CEO
Mark Glatz, Executive Vice President
Ferris Koorie, Controller

APPENDIX C

RECEIVED

MAR 27 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CONSHOHOCKEN YELLOW CAB CO., INC.

B. Paratransit (Docket No.: A-00100317; F. 2)

Folder 2: To transport, as a common carrier, persons in paratransit service, between points in the boroughs of Conshohocken and West Conshohocken and the township of Whitemarsh, Montgomery County.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

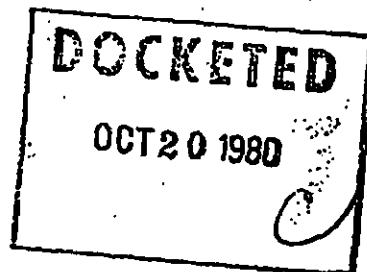
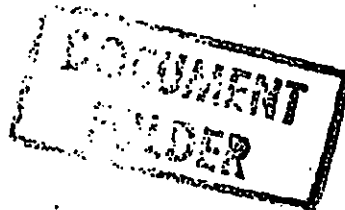
Public Meeting held October 9, 1980

Commissioners Present:

Susan M. Shanaman, Chairman
Michael Johnson
James H. Cawley
Linda C. Taliaferro

Application of Conshohocken Yellow Cab Inc., a corporation of the Commonwealth of Pennsylvania, for the additional right to transport, as a common carrier, by motor vehicle, persons, in paratransit service, between points in the boroughs of Conshohocken and West Conshohocken and the township of Whitemarsh, Montgomery County; subject to the following conditions: That the service herein authorized is limited to transportation in vehicles having a seating capacity of not more than fifteen (15) persons, including the driver; That the service herein authorized is limited to the transportation in a vehicle not reserved for individual use, for which advance reservations are made not later than the previous calendar day; That no right, power or privilege is granted to provide scheduled route service as defined in the Pennsylvania Code, Title 52, Chapter 29.14; and That no right, power or privilege is granted to transport persons in group and party service, as defined in the Pennsylvania Code, Title 52, Chapter 29.16.

A-00100317
F. 2



J. Taney Willcox, Jr. for the applicant.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission by an application filed May 2, 1980. Public notice of the proposed transportation was given in the June 7, 1980, Pennsylvania Bulletin and the June 17, 1980 issue of the Norristown Herald, Inc., a newspaper of general circulation in the area of application. No protests were filed. The record is certified to the Commission without hearing.

Francis J. Smith, president, represents Conshohocken Yellow Cab, Inc. (hereinafter Conshohocken Yellow Cab or applicant), in this proceeding. The company has its office and garage at Norristown, Montgomery County. The garage has sufficient room to accommodate 25 vehicles. It presently holds authority from this Commission to provide call and demand service in the boroughs of Conshohocken and West Conshohocken and the township of Whitemarsh, all in Montgomery County.

By this application, Conshohocken Yellow Cab seeks to provide paratransit service according to a "Plan-A-Ride" scheme. It will operate this service in conjunction with its presently certificated call and demand service. The applicant believes that the paratransit service will help it to utilize its fleet of vehicles more fully.

Six taxicabs will be used to provide the paratransit service; all of which are radio-controlled and dispatched from Norristown. The radio service is maintained from Central Communications of Collegeville, Montgomery County.

To insure safe operations, all new drivers are instructed in safety procedures and are checked periodically. A course on safety and the handling of riders to be transported in paratransit service, as required by the Office of Older Adults, will be given to the drivers performing the service herein granted.

The applicant incorporates by reference its annual report to this Commission for 1979 as proof of its financial viability. By that report, the applicant, as of December 31, 1979, had current assets of \$1,504, total assets of \$9,493, current and total assets liabilities of \$2,738. For the year 1979, operating revenues of \$75,240, less operating expenses of \$70,906, yielded a profit of \$4,334.

Susan Orkin, Deputy Director, represents the Montgomery County Office of Older Adults in supporting this application. One of the functions of the Office of Older Adults has been to arrange transportation for the elderly within Montgomery County. Prior to this time, the social agencies used by the Office of Older Adults have transported clients using their own vehicles. However the costs of these private fleets have become prohibitive. The Office of Older Adults is of the opinion that taxicab companies are the most efficient way to provide transportation because they are organized specifically to perform a transportation function and have sufficient vehicles available. The clients of the Office of Older Adults can be moved as a group and are transported generally during off-peak times for taxicab companies.

The Office of Older Adults anticipates transporting approximately 100 persons per day, Monday through Friday. Some people will go twice a day, every day, others will go less frequently. Each elderly person is allowed six trips per month for his personal needs. The majority of these people fall into the category of mental health and/or mental retardation patients.

Riders will be transported by either Norristown Yellow Cab, Inc. or Conshohocken Yellow Cab, according to the locations to the clients, their destinations, and the cab companies' authorities from this Commission.

The Office of Older Adults is supporting three applications for paratransit service because regular call and demand service is too expensive. Furthermore, there is no need to move their clients singly.

The applicant will be required to pick clients up at their respective residences and to deliver them to the doors of their destinations. In the past, the Office of Older Adults has arranged similar contracts with approximately six cab companies and has found this type of service to be very satisfactory.

DISCUSSION AND FINDINGS

By this application, Conshohocken Yellow Cab, Inc., seeks the right to operate a paratransit service in the same geographic area in which it currently renders call and demand service. It is supported in this endeavor by The Montgomery Office of Older Adults. The Office of Older Adults seeks to remove itself from the transportation business because it feels this function can best be performed by those organizations specifically formed for the transportation purpose.

Although the support for this service is limited to the needs of the Office of Older Adults, we do not think that it is in the public interest to limit the authority granted hereinafter, to service for that Office. The authority granted herein authorizes service to the public in general and the applicant is cautioned the service must be provided to all individuals as requested.

We recognize the potential for discrimination between members of the general public and clients of the supporting social service agency exists. However, nothing in the record indicates that any such discrimination will occur. Should instances of discrimination come to the attention of this Commission, remedy is available through the existing Public Utility Law.

The applicant anticipates utilizing its taxicabs to perform the paratransit service. We do not feel that it is economically viable to require the applicant to purchase separate vehicles for this service. However we are requiring that in rendering service it not use dome lights or taximeters.

We find:

1. That the applicant has the fitness to render the proposed service.
2. That a need has been demonstrated for the proposed service by the support of the Montgomery County Office of Older Adults.

3. That the approval of the instant application will be an accommodation and convenience to the public, especially to that segment of the public whose needs for specialized transportation is the most acute; THEREFORE,

IT IS ORDERED: That the application be and is hereby approved granting the following right:

To transport, as a common carrier, persons in paratransit service, between points in the boroughs of Conshohocken and West Conshohocken and the township of Whitemarsh, Montgomery County. ←

subject to the following conditions:

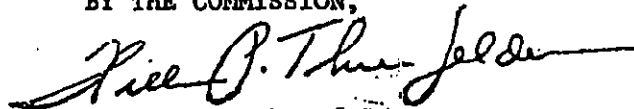
1. That the service herein authorized is limited to transportation in vehicles having a seating capacity of not more than fifteen (15) persons, including the driver, without the use of dome lights and taximeters.
2. That the service herein authorized is limited to transportation in vehicles not reserved for individual use for which advance reservations are made not less than the previous calendar day.
3. That no right, power or privilege is granted to transport persons in group and party service, as defined in the Pennsylvania Code, Title 52, Chapter 29.16.
4. That no right, power or privilege is granted to provide scheduled route service as defined in the Pennsylvania Code, Title 52, Chapter 29.14.
5. That the applicant shall post in all vehicles, which the applicant operates under the authority held at A-00100317, F. 1, notice of the availability of the herein authorized and the tariff for said service. Notice shall be posted in a conspicuous place in the interior of the vehicle.

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the carrier, shall not be construed as conferring more than one operating right.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it shall have complied with the requirements of the Pennsylvania Public Utility Law and the rules and regulations of this Commission relative to the filing and acceptance of a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

BY THE COMMISSION,



William P. Thierfelder
Secretary

(SEAL)

ORDER ADOPTED: October 9, 1980

ORDER ENTERED: OCT 17 1980

APPENDIX D

RECEIVED

MAR 27 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Appendix D
Sales Agreement

ASSET PURCHASE AGREEMENT

By and Between

**NORRISTOWN TRANSPORTATION COMPANY, INC.
MID-COUNTY TRANSPORTATION SERVICES, INC.
LANSDALE YELLOW CAB COMPANY, INC.
CONSHOHOCKEN YELLOW CAB COMPANY, INC.
NORRISTOWN YELLOW CAB COMPANY, INC. &
F.J. GARAGE, INC.
as Sellers**

and

**EASTON COACH COMPANY,
a Delaware corporation
as Buyer**

March 19, 2014

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 19th day of March, 2014, by and among NORRISTOWN TRANSPORTATION COMPANY, INC., MID-COUNTY TRANSPORTATION SERVICES, INC., LANSDALE YELLOW CAB COMPANY, INC., CONSHOHOCKEN YELLOW CAB COMPANY, INC., NORRISTOWN YELLOW CAB COMPANY, INC. and F.J. GARAGE, INC. each of the foregoing a Pennsylvania business corporation (each a "Seller" and collectively the "Sellers"), and EASTON COACH COMPANY, a Delaware corporation ("Buyer").

WITNESSETH:

WHEREAS, Sellers are engaged in the business of providing both private transportation and public transit services in and around Montgomery County, Pennsylvania and other business related thereto (such business being collectively referred to herein as the "Business"); and

WHEREAS, Bonnie Geist ("Shareholder") is the sole shareholder of each Seller and is currently employed by each Seller as its President and is actively involved in the Business; and

WHEREAS, Buyer wishes to purchase from Sellers, and the Sellers wish to sell to Buyer, substantially all of the Sellers' assets of every kind, character and description related to the Business that are not excluded from such sale, under the terms and as more specifically set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual agreements and covenants set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I CERTAIN DEFINITIONS

In addition to the terms defined above and in other portions of this Agreement, the following words and phrases as used in this Agreement shall have the following meanings, unless the context otherwise requires:

"Affiliate" means any person directly or indirectly controlling, controlled by or under common control with a specified Person.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contracts" shall refer to contracts, agreements, leases, licenses, arrangements, orders, entitlements, obligations or commitments, whether oral or written, that is binding on any Person or its property under applicable law.

"Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended to date ("CERCLA"); the Resource Conservation and Recovery Act, as amended to date ("RCRA"); the Toxic Substances Control Act, as amended ("TSCA"); the Clean Air Act, as amended to date ("CAA"); the Federal Water Pollution Control Act, as amended to date ("FWPCA"); the Oil Pollution Act of 1990, as amended to date ("OPA"); the Occupational Safety and Health Act, as amended to date ("OSHA"); and the Safe Drinking Water Act, as amended to date ("SDWA"); and their state and local counterparts or equivalents.

"Excluded Contracts" shall refer to any Contract of any Seller which is not an Assumed Contract.

"Governmental Body" means any governmental authority, including that of the United States of America, any State of the United States, any foreign country, and any political subdivision of any of the foregoing, and any domestic or foreign agency, department, commission, board, bureau or court having jurisdiction over the Sellers, the Buyer or their respective assets, properties and rights. "Hazardous Materials" means (i) any petroleum or petroleum products, including crude oil or any fraction thereof, synthetic gas and mixtures thereof, radon gas, flammable explosives, radioactive materials, lead paint, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls; (ii) any chemicals, materials, substances or wastes which are now or hereafter become defined as or included in the definition of "hazardous substances", "hazardous wastes", "toxic substances", "toxic pollutants", or words of similar import, under any applicable Legal Requirement, and (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Body.

"Intellectual Property" (a) all trademarks, services marks, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith including but not limited to the Sellers' names or any derivations thereof, (b) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (c) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, production processes and techniques, technical data, designs, drawings, specifications, customer, advertiser and supplier lists, pricing and cost information, and business and marketing plans and proposals), (d) all website domain names and addresses and related accounts, including any website domain names currently reserved for possible use in the Business, (e) all other proprietary rights related to the Business, and (f) all copies and tangible embodiments thereof (in whatever form or medium), all as it relates to the Business.

"Lease" means that certain lease for the real property located at 320 Elm Avenue, North Wales, PA, dated October 21, 2011 among Sellers Mid County Transportation, Inc. and Lansdale Yellow Cab, Inc. collectively as Lessee and Shannon Enterprises, Inc. as Lessor (the "North Wales Lease").

"Legal Requirement" means any federal, state, local, municipal, foreign, international, multi-national, judicial, governmental, legislative, or other administrative order, code, constitution, decision, decree, directive, edict, binding interpretation, law, legislation, binding opinion, ordinance, principle or obligation of common law, regulation, and requirement, resolution, rule, ruling, specification, statute or treaty that is applicable to the Business and its operations.

"Liens" means all liens, claims, charges, assessments, defects, escrows, encumbrances, pledges, options, rights of first refusal, mortgages, deeds of trust, indentures, easements, licenses, security agreements, security interests, or entitlements of any nature whatsoever.

"Ordinary Course of Business" means an action taken by a Person if such action is consistent in all material respects with past practices of such Person and is taken in the ordinary course of the operations of such Person and such action is not otherwise required to be authorized by the Board of Directors of such Person (or any Person or group of Persons exercising similar authority) and is not required to be specifically authorized by the stockholders or other owners of such Person.

"Person" means a natural person or any legal, commercial or governmental entity including, but not limited to, a corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business association, or any person acting in a representative capacity.

"Sellers' Knowledge" shall mean the actual knowledge of any current director, executive officer or key employee of any Seller or what would be disclosed after a commercially reasonable inquiry.

"Tax" or "Taxes" means any federal, state, local or foreign, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall, profits, environmental, customs, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative or add on minimum or other similar tax, governmental fee, governmental assessment or governmental charge of any kind whatsoever, including any interests, or additions to tax or additional amounts with respect to the foregoing.

In addition to the foregoing definitions, certain definitions are also located in the text in the Agreement.

ARTICLE II PURCHASE AND SALE OF PURCHASED ASSETS

2.1 Basic Transaction

(a) Purchased Assets. On the terms and subject to the conditions set forth in this Agreement, Buyer shall purchase from Sellers, and Sellers shall sell, convey, assign, transfer and deliver to Buyer, at the Closing by appropriate bills of sale, assignments and other

instruments reasonably satisfactory to Buyer and its counsel, all assets, properties, rights and interests of any kind, whether tangible or intangible, wherever located and by whomever possessed, owned or leased (including indirect and other forms of beneficial ownership) by Sellers as of the Closing and related to or used in the Business (the "Purchased Assets"), but excluding the Excluded Assets (defined below), free and clear of all Liens, including, without limitation, the following, which are hereby recognized and acknowledged as being used exclusively in the Business:

(i) all inventory, including without limitation, all inventory of raw materials, work in process, finished products, plans, drawings, promotional materials and shipping materials (collectively, the "Inventory") used in the Business, if any;

(ii) all Intellectual Property used exclusively in the Business, to the extent of Sellers' rights therein, including all marks, logos, and trade names, telephone and facsimile numbers, web addresses/URL's;

(iii) all Contracts that are specifically set forth on Schedule 2.1(a)(iii), (the "Contracts");

(iv) all books, records and files of the Sellers exclusively relating to the Business including, without limitation, lists of customers, lists of suppliers, records with respect to pricing, volume, payment history, costs, production, inventory, mailing lists, distribution and customer lists, and sales and purchasing materials, provided, that Buyer shall retain those financial records of the Sellers which would be required to respond to any tax audit of any of the Sellers for a period of five years from the creation date of such records and will make such records available to Seller as reasonably requested to permit Seller to comply with any such audit;

(v) all prepaid expenses;

(vi) all motor vehicles owned by any Seller and an assignment of all rights under leases with TransNet for vehicles, the descriptions of each of which are identified on Schedule 2.1(a)(vi) attached hereto (the "Motor Vehicles");

(vii) all equipment, specifically including computer equipment, copiers, other office equipment, and shop equipment;

(viii) all furniture and fixtures

(ix) all rights to insurance proceeds with respect to the foregoing Purchased Assets, if any;

(x) all of the Sellers' rights under warranties and performance guaranties relating to the Purchased Assets, and similar rights against third parties related to the Purchased Assets;

(xi) all claims, refunds, credits, deposits, rights of recovery, and rights of set-off of any kind (other than those related to Excluded Assets) as to the Purchased Assets; and

(xii) any ownership or equity interest or rights in "Suburban Transit Network, Inc. dba TransNet" by Sellers or Shareholder;

(xiii) all software used in the Business; and

(xiv) all properties, assets, rights and interests owned by the Sellers and related exclusively to the Business which are not specifically referenced in subsections (i) through (ix) above and which are not Excluded Assets, specifically including, without limitation, those assets described on Schedule 2.1(a)(xiv) attached hereto.

(b) Excluded Assets. Notwithstanding the foregoing, the following properties, assets, rights and interests of the Sellers (collectively, the "Excluded Assets") are expressly excluded from the purchase and sale contemplated hereby, as such are not included in the Purchased Assets:

(i) all tangible assets not related to the Business;

(ii) all right, title and interest of the Sellers in and to all leases of personal property.

(iii) all real property owned or leased by the Sellers except for the Leased Property;

(iv) all insurance policies (including, but not limited to, business, product liability and directors' and officers' policies) and associated prepayments, rights of recovery and deposits other than rights of recovery of proceeds regarding the Purchased Assets;

(v) any Contracts which are not expressly assumed by Buyer in accordance with the terms of this Agreement or assumed after the Closing Date in writing;

(vi) cash and all accounts receivable; and

(vii) those assets specifically set forth in Schedule 2.1(b), attached hereto and incorporated herein by reference

2.2 No Liabilities Assumed. Buyer does not and shall not assume or be responsible for any liabilities, commitments or obligations of Sellers of any kind whatsoever in connection with its acquisition of the Purchased Assets or otherwise, except that Buyer shall assume; (i) the Sellers' obligations arising from and after the Closing Date under the Assumed Contracts (the "Assumed Liabilities"); (ii) any and all of Sellers' obligations relating to the Business incurred prior to the Closing Date in the Ordinary Course of Business and not in default and that are specifically listed on Exhibit 2.3 attached hereto and incorporated herein by reference. Buyer shall not be liable or responsible for any errors, omissions or delays in work performed by Sellers on or prior to the Closing Date, and Sellers shall not be liable or responsible for any errors, omissions or delays in work performed by Buyer after the Closing Date. Without limiting the generality of the foregoing, Buyer shall have no liability for any obligations of Sellers to any of their employees, whether for payroll, severance, back pay, vacation pay, sick pay, workers compensation entitlements, insurance benefits, retirement benefits or otherwise.

2.3 Other Payments and Pro Rations.

(a) Sellers shall pay any fees and expenses in connection with prepayment, release, satisfaction or removal of any Liens affecting the Purchased Assets.

(b) At the Closing, if necessary, a portion of the Purchase Price equal to the amount required to satisfy Liens or other payables required to be paid in order to consummate the transaction contemplated hereby, or a good faith estimate thereof, as mutually agreed by the Buyer and Sellers, shall be withheld from the Purchase Price and paid into an escrow account to be managed by counsel for the Sellers and Buyer pursuant to terms and conditions mutually agreed upon by the parties hereto on or prior to the Closing (such funds to be held in escrow being hereinafter referred to as the "Escrowed Funds"). The Escrowed Funds shall be paid (i) to such creditors or (ii) to the Sellers upon Buyer's receipt of evidence, reasonably satisfactory to Buyer, that such amounts have been paid to those Persons to whom such payables are owed. In the event the Escrowed Funds are not sufficient to pay all such payables, then Sellers and/or Shareholder shall promptly pay any deficiency as additional funds to be held in escrow (similar to the Escrowed Funds) or shall pay the payables directly to the party to whom the same are owed, as determined by the Buyer in its reasonable discretion.

(c) At Closing, the parties shall prorate items of revenue and expense related to any Assumed Contract by way of an adjustment to the Purchase Price.

2.4 Purchase Price. Subject to the terms and conditions set forth in this Agreement, the Purchase Price to be paid the Sellers for the Purchased Assets (the "Purchase Price") shall be equal to One Million Dollars (\$1,000,000.00), which shall be paid in certified funds or via wire transfer as follows:

- a. \$750,000.00 shall be paid at Closing; and
- b. \$250,000.00 shall be payable to Shareholder pursuant to the terms of the Noncompetition, Employment and Consulting Agreement in the form

attached hereto as Exhibit "A" (the "Noncompetition, Employment and Consulting Agreement").

2.5 Closing. Provided all conditions precedent for Closing set forth in this Agreement have been satisfied or waived by the appropriate party, the consummation of the transactions contemplated herein (the "Closing") will take place at the offices of Buyer on a date mutually agreed upon by the parties which in no event shall be effective later than 11:59 p.m. on or before September 30, 2014, unless extended by Buyer pursuant to written notice to Shareholder (the "Closing Date"), or at such other location, date and time as the parties may otherwise mutually agree upon in writing. Notwithstanding the foregoing, if all conditions precedent to Closing have been satisfied except for the approval of the Pennsylvania Public Utility Commission as required by Section 6.1(f) below, the parties shall execute all transaction documents and place them into escrow with Buyer's counsel who shall release all executed documents to the appropriate parties upon receiving the approval of the Pennsylvania Public Utility Commission on or before the deadline set forth in Section 7.1(d) below, which date of release shall constitute the "Closing Date" under this Agreement.

2.6 Closing Deliveries of Sellers. At the Closing, Sellers will execute and/or deliver to Buyer all documents necessary to consummate the transactions contemplated hereunder including, without limitation, the following (the "Sellers' Closing Deliveries"):

(a) payment instructions regarding the portion of the Purchase Price that is required to be delivered to the Sellers at Closing;

(b) Any additional appropriately executed instruments of sale, transfer, assignment, conveyance and delivery, other assignments, and any other titles required by similar domestic or foreign offices, departments of agencies and all other instruments of conveyance which are reasonably necessary or desirable in the reasonable discretion of Buyer to effect transfer to Buyer of good title to the Purchased Assets in the Business, free and clear of all Liens, in the form and substance reasonably satisfactory to Buyer and its counsel;

(c) The Noncompetition, Employment and Consulting Agreement, executed by Shareholder in her individual capacity and as an officer of Sellers;

(d) A certificate executed by Sellers representing and warranting to Buyer that Sellers' representations and warranties in this Agreement are accurate in all material respects as of the date of this Agreement and as of the Closing Date as if made on the Closing Date;

(d) A copy of the resolutions of each Seller's Board of Directors and shareholders certified by the Secretary or Assistant Secretary of each Seller to be in force as of the Closing authorizing the transactions contemplated herein and the execution and delivery of all documents required to effectuate the same, and designating the officers of each Seller who are authorized to execute and deliver such documents on behalf of each Seller, together with a certificate of incumbency with respect to officers and appropriate evidence of sufficient capacity

and authority of each Seller to enter into and consummate the transactions contemplated by this Agreement

(e) An opinion letter of Sellers' counsel setting forth, in form and substance reasonably satisfactory to counsel for Buyer;

(f) All books, records and files with respect to the Business or in connection with the Business pursuant to Section 2.1(a) of this Agreement;

(g) the certificate regarding accounts receivable balances required under Section 2.1(a)(iv) of this Agreement;

(h) All termination or release statements, cancellations of mortgages or deeds of trusts, or other documents or instruments necessary to convey the Purchased Assets free and clear of all Liens;

(i) Any and all necessary consents or approvals, if any, in connection with the Assumed Contracts or from any Governmental Authority, as necessary to consummate the transactions set forth herein including, without limitation:

A. consent from the owner of the Leased Property to the assignment of the Lease from Sellers to Buyer;

B. any and all required approvals from the Suburban Transit Network, Inc. ("TransNet"); and

C. any and all required approvals from the Pennsylvania Public Utility Commission, including, without limitation, approval of the Transfer and Exercise of Common Carrier or Contract Rights in accordance with all applicable Legal Requirements;

(j) an estoppel certificate from the owner of the Leased Property in form and substance satisfactory to the Buyer; and

(k) Such other agreements, documents and instruments contemplated by this Agreement and such other items as may be reasonably requested by the Buyer.

2.7 Closing Deliveries of Buyer. At the Closing, Buyer will execute and/or deliver to Sellers all documents necessary to consummate the transactions contemplated hereunder including, without limitation, the following (the "Buyer Closing Deliveries"):

(a) The portion of the Purchase Price in accordance with Section 2.4(a) of this Agreement;

(b) The executed Noncompetition, Employment and Consulting Agreement;

(c) A copy of the resolution of the board of directors of Buyer certified by the Secretary of Buyer to be in force as of the Closing authorizing the transactions contemplated herein, the execution and delivery of all documents required to effectuate such, and designating the officers of Buyer who are authorized to execute and deliver such documents on behalf of Buyer, together with a certificate of incumbency with respect to such officers and appropriate evidence of sufficient capacity and authority of the Buyer to enter into and consummate the transactions contemplated by this Agreement.

(d) An executed copy of an assignment and assumption agreement pursuant to which the Sellers assign and the Buyer assumes all of the Contracts, Permits, Leases, and licenses being assigned to the Buyer, and all Assumed Liabilities thereunder;

(e) A certificate executed by Buyer representing and warranting to Sellers that Buyer's representations and warranties in this Agreement are accurate in all material respects as of the date of this Agreement and as of the Closing Date as if made on the Closing Date

(e) Such other agreements, documents and instruments contemplated by this Agreement and such other items as may be reasonably requested by the Sellers.

2.8 Further Actions. If, at any time after the Closing Date, Buyer shall consider or be advised that any further bills of sale, assignments or assurances in law or that any other things are necessary or proper to vest, perfect or confirm, or record or otherwise, in Buyer or its assignee, the title to any property or rights acquired or to be acquired by Buyer pursuant to this Agreement, Sellers, and their respective representatives, officers and directors, as applicable, shall and will, upon reasonable request and with reasonable promptness, execute and deliver all such proper bills of sale, assignments and assurances of law and do all things reasonably necessary or proper to vest, perfect or confirm title to such property or right to Buyer or its Assignee and otherwise to carry out the purposes of this Agreement.

ARTICLE III **REPRESENTATIONS AND WARRANTIES OF SELLERS**

As an inducement to Buyer to enter into this Agreement, each Seller and Shareholder hereby jointly and severally represents and warrants to Buyer that:

3.1 Organization and Corporate Power. Each Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. Each Seller has all requisite corporate power and authority and all material authorizations, licenses and permits necessary to own and operate the Business and to conduct the Business as now conducted and as presently proposed to be conducted. Each Seller is duly qualified to do business in all other states in which it is required to be so qualified.

3.2 Authorization; No Breach. This Agreement has been, and the other agreements and instruments contemplated hereby (including those agreements and instruments comprising

the Sellers' Closing Deliveries) (the "Other Documents") will have been at Closing duly authorized, executed and delivered by the Sellers, as applicable, and this Agreement and the Other Documents constitute valid and binding obligations of the Sellers, enforceable against each Seller in accordance with their respective terms. Except as set forth on Schedule 3.2, the execution, delivery and performance of this Agreement and the Other Documents by the Sellers and the consummation by the Sellers of the transactions contemplated hereby and thereby do not and shall not (i) conflict with or result in any breach of any of the provisions of, (ii) constitute a default under, (iii) result in a violation of, (iv) give any third party the right to terminate or to accelerate any obligation under, (v) result in the creation of any Lien upon any of the Purchased Assets or (vi) require any authorization, consent, approval, exemption or other action by or notice to or filing with any third party, court or other Governmental Body, under the provisions of (1) any of the Sellers' respective certificates of incorporation or bylaws or (2) any indenture, mortgage, lease, loan agreement, understanding, commitment, instrument or other Contract (including the Assumed Contracts), or (3) any Legal Requirement to which any Seller or the Purchased Assets are subject. Without limiting the generality of the foregoing, there are no agreements, options, commitments, rights, Contracts for any Person (other than Buyer) to purchase or otherwise acquire any of the Purchased Assets or any interests therein.

3.3 Financial Statements and Liabilities. All financial information for the Sellers provided by Sellers to Buyer (the "Financial Information") (x) accurately presents the revenues, expenses, net contributions and assets and liabilities related to the Business at the respective dates of and for the periods referenced in the Financial Statements, (y) is consistent with the respective Seller's books and records (which books and records are correct and complete in all material respects), and (z) is otherwise true and correct in all material respects.

3.4 Indebtedness and Liabilities. Sellers are current on all debts, accounts payable and lease payments as of the date hereof. No Seller has any trade payables or other amounts owed or due to any Seller customer or other third party in connection with the Business, on the date hereof and the Closing Date, except as disclosed in the Financial Information, incurred in the Ordinary Course since the Financial Information date, and liabilities under any Contracts specifically disclosed to Buyer and which are not being provided for in accordance with Sellers' obligations hereunder. No Seller is subject to any liabilities which reasonably could result in any Lien being placed on the Purchased Assets which will not be released in writing on or prior to the Closing Date.

3.5 Title to Assets and Business. Each Seller has good and marketable title to all of the Purchased Assets owned by such Seller free and clear of any and all Liens whatsoever, except those Liens disclosed on Schedule 3.5 which shall be released on or prior to the Closing.

3.6 Absence of Certain Developments. Except as set forth on the attached Schedule 3.6 or as otherwise expressly contemplated herein, no Seller will, between the date of this Agreement and the date of the Closing, with respect to the Business or the Purchased Assets:

- (a) mortgage, pledge or subject to any Lien any of the Purchased Assets;

- (b) sell, assign, transfer, or distribute any of the Purchased Assets;
- (c) cancel, compromise, waive or release any right or claim or series of related rights or claims;
- (d) enter into any Contract, whether oral or written, to do any of the foregoing;
- (e) operate the Business other than in the Ordinary Course of Business consistent with past practices;

Except as set forth in the attached Schedule 3.6, no Seller has received notice that any customer is terminating any Contract related to the Business, or acquired any Knowledge that any customer intends to do the same.

3.7 Tax Matters. (i) Each Seller has timely filed all federal, state, local and foreign income, information and other Tax returns which are required to be filed with respect to the Business or the Purchased Assets and that were due prior to the Closing Date; (ii) all such returns are true, complete and accurate in all material respects; (iii) all Taxes, assessments and other governmental charges shown on such returns, have been timely paid or, if not yet payable, shall be timely paid; (iv) to Sellers' Knowledge, there are no actual or proposed Tax deficiencies, assessments or adjustments with respect to any Seller or any assets or operations of the Sellers; (v) no statute of limitation has been waived or consent has been given with respect to any Seller to extend the time in which any unfiled Tax may be assessed or collected by any taxing authority; (vi) no Seller has extended the date on which any unfiled Tax return was or is to be filed; (vii) no Seller is a party to or bound by any agreement relating to the allocation or payment of Taxes with any Person; (viii) there are no Liens on any of the Purchased Assets that arose in connection with any failure (or alleged failure) to pay any Tax; (ix) each Seller has withheld and paid, or is properly holding for such payment, all Taxes required to have been withheld and paid in connection with amounts paid or owing to employees, independent contractors or any other Person; and (x) Buyer is not required to withhold any amounts of Purchase Price under Code Section 1445(a).

3.8 Contracts and Commitments.

(a) Schedule 2.1(a)(iii) sets forth any and all Contracts to which any Seller is a party related to the Business or otherwise.

(b) No Assumed Contract or other Contract required to be disclosed in accordance with this Section 3.8 has been breached in any material respect or cancelled by the other party thereto nor have any of the Sellers received any notice of any alleged breach or intent to cancel, (ii) each Contract required to be disclosed in accordance with this Section 3.8 is enforceable in accordance with its terms against the applicable Seller by each Person a party thereto, (iii) each Seller has performed in all material respects all obligations required to be performed by such Seller under the Contracts required to be listed in accordance with this Section 3.8, (iv) there is no breach of or default by any Seller under any Contract or any event which, upon giving of notice or lapse of time or both, would constitute such a breach or default, and such Seller has no present expectation or intention of not fully performing all such obligations except as otherwise contemplated in Section 2.2 of this Agreement, and (v) no party has accelerated, terminated, modified, or cancelled any Contract which is required to be disclosed in accordance with this Section 3.8.

(c) Buyer has been provided a true and accurate copy of all Contracts together with all amendments, exhibits, attachments or other written modifications.

3.9. Books and Records. The books and accounts and other corporate records of the Sellers or otherwise related to the Business are complete and correct in all material respects.

3.10. TransNet. No Seller knows of any fact regarding TransNet's intent to terminate or reduce its business with any Seller, whether as a result of this Agreement or otherwise.

3.11. Intellectual Property. Each Seller is the sole and exclusive owner of, or has the valid and continuous right to use, free and clear of all Liens, all Intellectual Property, or other intangible property, owned by, licensed to or otherwise used in connection with the Business, a complete listing of which, with the identity of the Seller that owns such Intellectual Property, owned by such Seller is set forth on Schedule 3.11. The Sellers own, or are validly licensed to use, all the Intellectual Property used by it in the Business. The applicable Seller has taken all necessary and desirable action to maintain and protect all Intellectual Property that it owns or uses.

3.12. Litigation. Except as set forth on the attached Schedule 3.12, (i) there are no actions, suits, proceedings (including, but not limited to, proceedings under collective bargaining agreements), orders or investigations pending or, to the Sellers' Knowledge, threatened against any Seller affecting the Business or the Purchased Assets at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign and (ii) No Seller, with respect to the Business and the Purchased Assets, is subject to or bound by any outstanding orders, judgments, injunctions, rulings, charges, or decrees of any court or Governmental Body.

3.13. Brokerage. There are no claims against Sellers or the Purchased Assets for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of any Seller, and any such claims shall be paid in full by such Seller.

3.15 Employees. Sellers have complied in all material respects with all applicable laws relating to the employment of labor, including, without limitation, provisions thereof relating to wages, hours, equal opportunity, collective bargaining and the payment of social security and other taxes. There are no material claims, actions, proceedings or investigations pending or, to the best of any Seller's knowledge, threatened against any Seller with respect to or by any employee or former employee of the Business. Each Seller acknowledges that Buyer shall not assume any liabilities or obligations under or pursuant to any of Sellers' employee benefit plans, programs or arrangements maintained, sponsored or contributed to by or in connection with the Business or otherwise as a result of the transactions set forth in this Agreement, the operation of the Business following the Closing Date, the hiring of any Seller's employees (if any) or otherwise related to any Seller's employees.

3.16 Compliance with Laws; Permits.

(a) Each Seller is in compliance with all Legal Requirements relating to the operation of the Business or the ownership of the Purchased Assets, and no notices have been received by any Seller alleging a violation of any such Legal Requirements.

(b) Schedule 3.16 sets forth all permits, licenses, certificates, accreditations or other authorizations of foreign, federal, state and local governmental agencies held or owned by any Seller and related to the conduct of the Business, and each Seller has at all times been in compliance in all material respects with all terms and conditions of any such permits, licenses, accreditations and authorizations. The expiration or renewal rights, if any, of such permits, licenses, certificates, accreditations or other authorizations and approvals are also set forth in Schedule 3.16. Unless otherwise noted on Schedule 3.16, none of the permits, licenses, certificates accreditations or other authorizations and approvals is subject to any pending or, to any Seller's Knowledge, threatened, challenge or reversion.

3.17 No Fraudulent Conveyance. No Seller is selling the Purchased Assets to Buyer with any intent to hinder, delay or defraud any of their creditors. Each Seller is currently solvent, and will be solvent immediately after Closing.

3.18 Consents and Approvals. Except as set forth on the attached Schedule 3.18, no permit, consent, approval or authorization of, or declaration to or filing with, any Governmental Body is required in connection with the execution, delivery and performance by the Sellers of this Agreement or the Other Documents, or the consummation by the Sellers of any other transactions contemplated hereby or thereby, and no consent or approval of any other third party is required in connection with the execution, delivery and performance by the Sellers of this Agreement or the Other Documents, or the consummation by the Sellers of any other transactions contemplated hereby or thereby, in order to prevent a breach of, or a default under or a termination or modification of, any material Contracts to which any Seller is a party.

3.19 Environmental Matters. Each Seller has obtained all authorizations, permits or licenses that are required to be obtained by each Seller from any Governmental Body for the

operation of the Business under Environmental Laws, and each Seller has handled, stored, transported and disposed of its wastes, toxic, hazardous or otherwise, in complete compliance with all applicable Environmental Laws. Each Seller is in complete compliance with all applicable limitations, restrictions, conditions, standards, and obligations contained in the Environmental Laws or in any order, notice or demand letter issued or promulgated thereunder or related thereto. Except as set forth on Schedule 3.19:

(a) there has been no release of any Hazardous Material at or from the Leased Property;

(b) to the knowledge of each Seller there is no Hazardous Material located in or on (including underground) the Leased Property;

(c) neither Seller has generated, treated, disposed of, or stored any Hazardous Material on the Leased Property;

(d) to the knowledge of each Seller there are no aboveground or underground storage tanks, sumps or subsurface structures located on the Leased Property, and any such structures previously removed from the Leased Property were removed in compliance with all applicable Environmental Laws;

(e) no Seller has any liabilities related to Hazardous Materials and no Seller has received written notice of any potential liabilities with respect to Hazardous Materials;

(f) the Sellers have provided Buyer true and complete copies of all reports and results of any studies, analyses, tests, investigations or monitoring, possessed or initiated by the Sellers pertaining to the presence of Hazardous Materials on the Leased Property, or that concern compliance by any Seller with Environmental Laws.

(g) no Seller is required to undertake or to bear any portion of the cost of any remedial action.

3.20 Relationships With Related Persons. Neither Shareholder nor any Affiliate of Seller, other than the Sellers, have any interest in any property (whether real, personal, or mixed and whether tangible or intangible) used in or pertaining to the Business other than with respect to the Excluded Assets. Neither Shareholder nor any affiliate of Shareholder or any Seller is a party to any Contract with, or has any claim or right against, the Sellers with respect to the Purchased Assets or the Business.

3.21 Disclosure. The representations and warranties contained in this Article III do not contain any untrue statement of a material fact or omit to state a material fact in order to make the statements and information contained in this Article III not misleading.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

As an inducement to Sellers to enter into this Agreement, Buyer hereby represents and warrants to Sellers as follows:

4.1 Corporate Organization and Power. Buyer is a business corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with full corporate power and authority to enter into this Agreement and the Other Documents and to perform its obligations hereunder.

4.2 Authorization. The execution, delivery and performance of this Agreement and the Other Documents by Buyer and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite company action on the part of Buyer, and no other proceedings on the part of Buyer are necessary to authorize the execution, delivery, or performance of this Agreement and the Other Documents. This Agreement and the Other Documents each constitute valid and binding obligations of Buyer, enforceable in accordance with their respective terms.

4.3 No Violation. The execution, delivery and performance of this Agreement and the Other Documents by Buyer and the consummation by Buyer of the transactions contemplated hereby and thereby do not and shall not (i) conflict with or result in any breach of any of the provisions of, (ii) constitute a default under, (iii) result in a violation of, (iv) give any third party the right to terminate or to accelerate any obligation under or (v) require any authorization, consent, approval, exemption or other action by or notice to or filing with any court or other Governmental Body, under the provisions of (1) Buyer's Certificate of Organization or (2) any indenture, mortgage, lease, loan agreement, understanding, commitment, instrument or other Contract to which Buyer is a party, or (3) any Legal Requirement, to which Buyer is subject.

4.4 Litigation. Except as otherwise disclosed to Sellers, (i) there are no actions, suits, proceedings (including, but not limited to, proceedings under collective bargaining agreements), orders or investigations pending or threatened against the Buyer at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign in connection with or relating to the transactions contemplated hereby or any action to be taken in connection herewith and (ii) Buyer is not subject to or bound by any outstanding orders, judgments, injunctions, rulings, charges, or decrees of any court or Governmental Body.

4.5 Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Buyer.

4.6 Disclosure. The representations and warranties contained in this Article IV do not contain any untrue statement of a material fact or omit to state a material fact in order to make the statements and information contained in this Article IV not misleading.

ARTICLE V COVENANTS PRIOR TO CLOSING

5.1 Affirmative Covenants of Sellers. Except as otherwise expressly provided herein or as expressly consented to in writing by Buyer, prior to the Closing, each Seller shall:

(a) conduct the Business only in the Ordinary Course of Business and consistent with past practices;

(b) use commercially reasonable efforts to maintain relationships with suppliers, customers and others having business relationships with the Business;

(c) afford to Buyer and its accounting, legal and other representatives (including potential lenders), as well as their respective officers, employees, affiliates and other agents, reasonable access at reasonable times and upon reasonable advance notice to Sellers, to the Business' facilities and to Sellers' financial, legal, tax, compensation and other data and information concerning the Business and its affairs and operations;

(d) maintain books, accounts and records in accordance with past customs and practices;

(e) comply with all requirements of Legal Requirements and all Contracts and other obligations applicable to the Business and pay all applicable Taxes as and when such become due and payable;

(f) give all notices and seek to obtain all authorizations, consents, accreditations, licenses, permits, releases and approvals necessary or desirable to consummate the transactions contemplated hereby, to cancel or release all Liens with respect to the Purchased Assets and to cause the other conditions to Buyer's obligation to close to be satisfied;

(g) maintain current liability, casualty and property insurance policies in effect with no reduction in coverage;

(h) refrain from taking or omitting to take any action that would violate the representations and warranties contained in this Agreement or render them inaccurate as of the date hereof or the Closing Date;

(i) promptly inform Buyer in writing of any variances from the representations and warranties contained in Article III hereof which become known to any Seller or Shareholder or any breach of any covenant hereunder by the Sellers.

5.2 Negative Covenants of Sellers. Except as otherwise expressly provided herein or as expressly consented to in writing by Buyer, prior to the Closing Date, no Seller shall:

(a) sell, lease, license or otherwise dispose of any interest in any of the Purchased Assets, or permit, allow or suffer any of the Purchased Assets to be subjected to any Lien, other than any Lien which exists as of the date of this Agreement (all of which shall be released, satisfied or otherwise discharged as of the Closing Date, other than the Permitted Liens);

(b) terminate or modify any material Assumed Contract or any license, permit or other authorization relating to the Business;

(c) enter into any new, or amend any existing, material Contracts relating to the Business;

(d) institute any material change in the conduct of the Business, or any material change in its method of purchase, sale, lease, management, marketing, operation or accounting;

5.3 Exclusivity. Except in connection with the consummation of the transactions contemplated hereby, no Seller shall, directly or indirectly, through any officer, director, employee, agent or otherwise (including through any investment banker, attorney or accountant retained by any of the foregoing), solicit, initiate or encourage the submission of any proposal or offer from any Person (including any of such Person's officers, directors, employees, agents or other representatives) relating to any liquidation, dissolution, recapitalization or refinancing of the Business or any acquisition of the capital stock or other securities of the Business or any portion of the Purchased Assets (including any acquisition structured as a merger, consolidation or share exchange), or participate in any discussions or negotiations regarding, or furnish to any other Person any information with respect to, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage any effort or attempt by any other Person to do or seek to do, any of the foregoing.

ARTICLE VI **CONDITIONS TO CLOSING**

6.1 Conditions to Buyer's Obligation. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions as of the Closing:

(a) the representations and warranties set forth in Article III shall be true and correct in all material respects at and as of the Closing as though then made and as though the Closing Date were substituted for the date of this Agreement throughout such representations and warranties, except for representations and warranties that speak as of a specific date or time other than the Closing Date, which shall be true and correct in all material respects as of such date or time;

(b) the Sellers shall have performed in all material respects all of the covenants and agreements required to be performed by them under this Agreement at or prior to the Closing and done all things necessary, proper or advisable in order to consummate and make effective the transactions contemplated by this Agreement;

(c) Each Seller shall have operated the Business in the Ordinary Course of Business;

(d) Each Seller shall be prepared to execute and deliver all of such Seller's Closing Deliveries;

(e) Each Seller shall have obtained written commitments with respect to all Indebtedness in form and substance reasonably satisfactory to Buyer agreeing to release all Liens relating to the Purchased Assets;

(f) Each Seller shall have received or obtained all consents and approvals that are required for the consummation of the transactions contemplated hereby including the assignment of all Assumed Contracts, specifically including, without limitation, approval of TransNet and the Commonwealth of Pennsylvania Public Utility Commission to the transfer of operating rights and Buyer shall have entered into a written agreement with TransNet on terms and conditions acceptable to Buyer in its sole discretion, and the Federal Communications Commission shall have approved Buyer as the holder of transmission rights for the Business's two-way radio communications system;

(g) The Lease for the North Wales property shall have been assigned to Buyer with the consent of the landlord or, at Buyer's option, a new Lease acceptable to Buyer shall have been executed;

(h) a lease for the property currently used by Sellers in Norristown (owned by Virginia Smith, Shareholder's mother ("Smith")) shall have been entered between Smith and Buyer on terms and conditions acceptable to Buyer in its sole discretion, if Buyer elects, by written notice to Shareholder at least two weeks prior to Closing, to assume tenancy at the Norristown property.

(i) The completion of due diligence satisfactory to Buyer;

(j) the parties shall have agreed to Closing Date proration in accordance with Section 2.3(c); and

(k) There shall be no action, suit or proceeding pending or threatened before any court or quasi judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would (i) prevent consummation of any of the transactions contemplated by this Agreement, (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, (iii) materially adversely affect the right of Buyer to own the

Purchased Assets and operate the Business (and no such injunction, judgment, order, decree, ruling or charge shall be in effect).

6.2 Conditions to Sellers' Obligations. The obligation of each Seller to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions as of the Closing:

(a) the representations and warranties set forth in Article IV shall be true and correct in all material respects at and as of the Closing Date as though then made and as though the Closing Date were substituted for the date of this Agreement throughout such representations and warranties, except for representations and warranties that speak as of a specific date or time other than the Closing Date, which shall be true and correct in all material respects as of such date or time;

(b) Buyer shall have performed in all material respects all of the covenants and agreements required to be performed by it under this Agreement at or prior to the Closing and done all things advisable in order to consummate and make effective the transactions contemplated by this Agreement;

(c) Buyer shall be prepared to execute and deliver to Sellers all of Buyer's Closing Deliveries; and

(d) There shall be no action, suit or proceeding pending or threatened before any court or quasi judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would (i) prevent consummation of any of the transactions contemplated by this Agreement, (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation.

(e) The Buyer shall have entered into acceptable financing arrangements with its lender(s) in respect of the Purchase Price and the priority of any security interests being granted to the Sellers to secure payment of the Note, and Buyer and shall have received and have available to it the portion of the Purchase Price payable pursuant to Section 2.4(a) hereof.

ARTICLE VII **TERMINATION**

7.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Buyer and Sellers; or

(b) by Buyer if there has been a misrepresentation, breach of warranty or material breach of a covenant by any Seller in the representations and warranties or covenants set forth in this Agreement and the Schedules and Exhibits attached hereto; or

(c) by Sellers if there has been a misrepresentation, breach of warranty or material breach of covenant by Buyer in the representations and warranties or covenants set forth in this Agreement and the Schedules and Exhibits attached hereto; or

(d) by Buyer or Sellers if the Closing has not occurred by September 30, 2014, provided that (i) the delay is not caused by the intentional acts (or failure to act) of the terminating party, and (ii) Buyer has not otherwise notified Shareholder in writing of Buyer's election to extend the Closing Date.

Neither Buyer nor any Seller shall be entitled to terminate this Agreement pursuant to this Section 7.1 if such party's willful or knowing breach of this Agreement has prevented the consummation of the transactions contemplated hereby. In the event of termination by Sellers or Buyer pursuant to this Section 7.1, written notice thereof (describing in reasonable detail the basis therefor) shall promptly be delivered to the other parties.

7.2 Effect of Termination. In the event of termination of this Agreement by either Buyer or Sellers as provided above, this Agreement shall immediately become void and of no further force and effect, except that (i) the covenants and agreements set forth in Sections 8.4, 8.5, 9.8, 9.9 and 9.11 shall survive such termination indefinitely and (ii) nothing in this Article VII shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement prior to such termination.

7.3 Waiver of Right to Terminate. Sellers and Buyer shall be deemed to have waived their respective rights to terminate this Agreement upon consummation of the Closing. No such waiver shall constitute a waiver of any other rights arising from the non-fulfillment of any condition precedent set forth in Article V hereof or any misrepresentation or breach of any warranty, covenant or agreement contained herein unless such waiver is made in writing and then any such written waiver shall only constitute a waiver of the specific matters set forth therein.

ARTICLE VIII ADDITIONAL AGREEMENTS

8.1 Indemnification.

(a) Survival. All representations, warranties, covenants and agreements set forth in this Agreement or in any Schedule or Exhibit to this Agreement will survive the Closing Date and the consummation of the transactions contemplated hereby.

(b) Sellers' Indemnification. The Sellers and Shareholder agree to indemnify Buyer, its agents, officers, directors, managers, members, employees, and their Affiliates (the "Buyer Indemnitees") and hold them harmless against any loss, liability, tax, deficiency, damage or expense (including reasonable legal expenses and costs and including interest and penalties) (a "Loss") which a Buyer Indemnitee may suffer, sustain or become subject to, as a result of (i) the

breach by any Seller of any representation, warranty, covenant or agreement made by the Sellers contained in this Agreement or the Other Documents, (ii) any action, demand, proceeding, investigation or claim by a third party (including governmental agencies) against or affecting a Buyer Indemnitee or the Purchased Assets which, if successful, would constitute a breach of any of the representations, warranties or covenants of any Seller, (iii) the operation of the Business or ownership of the Purchased Assets prior to the Closing, specifically including, without limitation, claims related to Sellers' employment practices prior to Closing or (iv) the parties' failure to comply with any "bulk sales" or similar laws, rules and regulations.

(c) Buyer Indemnification. Buyer agrees to indemnify each Seller and Shareholder and hold their agents, officers, directors, stockholders and employees and Affiliates (the "Seller Indemnities") harmless against any Loss which a Seller Indemnitee may suffer, sustain or become subject to, as the result of (i) a breach of any representation, warranty, covenant, or agreement by Buyer contained in this Agreement or the Other Documents, (ii) any action, demand, proceeding, investigation or claim by a third party (including governmental agencies) against or affecting Buyer which, if successful, would constitute a breach of any of the representations, warranties or covenants of Buyer, or (iii) the operation of the Business or ownership of the Purchased Assets following Closing.

(d) Defense of Claims. If a party hereto seeks indemnification under this Section 8.1, such party (the "Indemnified Party") shall give written notice to the other party (the "Indemnifying Party") of the facts and circumstances giving rise to the claim. In that regard, if any suit, action or claim (a "Proceeding") shall be brought or asserted by any third party (a "Third Party Proceeding") which, if adversely determined, would entitle the Indemnified Party to indemnity pursuant to this Section 8.1, the Indemnified Party shall promptly notify the Indemnifying Party of the same in writing, specifying in detail the basis of such claim and the facts pertaining thereto; provided, that, the failure to so notify an Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder except to the extent such failure shall have harmed the Indemnifying Party or its ability to defend such Proceeding. Any claim for indemnification under this Section 8.1 for a breach of a representation or warranty shall be made by giving notice on or before the one year anniversary of the Closing. Nothing herein shall be deemed to limit or restrict in any manner any rights or remedies which any party has, or might have, at law, in equity or otherwise, against any other party, based on a willful misrepresentation or breach of warranty by such party hereunder, subject to the requirements for dispute resolution contained in Section 8.4.

(e) Payments. Any payment required to be made pursuant to a claim for indemnification shall be made not later than 30 days after receipt by the Indemnifying Party of written notice from the Indemnified Party stating the amount of the claim, unless the claim is subject to defense as provided in Section 8.1(d) above or to arbitration pursuant to Section 8.4, in which case payment shall be made not later than 30 days after the amount of the claim is finally determined. Any payment required under this Section 8.1 or Section 8.4 which is not made when due shall bear interest at 12% per annum, compounded quarterly, computed on the basis of a 365-day year and shall be payable on demand. In addition, such party shall reimburse the other party for any and all reasonable costs or expenses (including but not limited to all reasonable

attorneys' fees) incurred in seeking to collect such Losses or enforce any such award. Any payment owing from Sellers to Buyer pursuant to the terms of this Article VIII may be realized as a setoff of amounts owed to Shareholder under the Noncompetition, Employment & Consulting Agreement.

8.2 Purchase Price Allocation. The Purchase Price shall be allocated in accordance with Schedule 8.2. Buyer and the Sellers shall make consistent use of the allocation, fair market value and useful lives specified in Schedule 8.2 for all tax purposes and in all filings, declarations and reports with the IRS and any other taxing authorities. In any proceeding related to the determination of any tax, neither Buyer nor Sellers shall contend or represent that such allocation is not a correct allocation. The Sellers and the Buyer shall give prompt notice to each other of the commencement of any tax audit or the assertion of any proposed deficiency or adjustment by any Governmental Body which challenges such allocation.

8.3 Mutual Assistance and Records. Buyer and Sellers agree that they will mutually cooperate in the expeditious filing of all notices, reports and other filings with any Governmental Body required to be submitted jointly by Buyer and any Seller in connection with the execution and delivery of this Agreement, the Other Documents and the consummation of the transactions contemplated hereby or thereby.

8.4 Arbitration Procedure. Except as otherwise specifically provided herein, any controversy or claim arising out of or relating to this Agreement or breach hereof shall be settled exclusively by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules (the "AAA Rules"); provided however, that in the event that any party seeks injunctive relief, such party may elect to file such controversy or claim in state or federal court having jurisdiction thereof. In the event of arbitration of the claim or controversy, there shall be one arbitrator, chosen in accordance with the AAA Rules. The arbitration shall be held in Philadelphia, Pennsylvania. The Buyer, on the one hand, and the Sellers, on the other hand, shall share equally the costs of the arbitrator's fees and expenses and any administrative expenses as they arise. Judgment upon the award by the arbitrator may be entered in any court having jurisdiction thereof. As part of such award, the prevailing party (as determined by the arbitrator) shall be awarded the arbitrator's fees and expenses, any reasonable administrative expenses, and legal fees and expenses previously paid by such party. Any award shall be a conclusive determination of the matter and shall be binding upon the parties and shall not be contested by any them, provided however, the decision of the arbitrator(s) shall be final and binding upon the parties as to matters of fact; provided, however, that issues of law shall be reviewable by a court of competent jurisdiction, if the process for such review is started within twenty (20) days of the decision, and otherwise the decision will become final.

8.5 Expenses. Except as otherwise specifically provided herein, each party hereto shall pay all of its own costs and expenses (including attorneys', accountants' and investment bankers' fees and other out-of-pocket expenses) in connection with the negotiation and execution of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby.

8.6 Further Transfers; Transition Assistance.

(a) Each Seller and Buyer shall execute and deliver such further instruments of conveyance and transfer and take such additional action as may be reasonably requested to effect, consummate, confirm or evidence the transfer to Buyer of the Purchased Assets and the conduct by Buyer of the Business (including with respect to obtaining and maintaining all licenses, permits, authorizations, accreditations and consents necessary or desirable in connection therewith). Without limiting the generality of the foregoing, each Seller and Buyer agree to cooperate with each other and to provide each other with all information and documentation reasonably necessary to permit the preparation and filing of all federal, state, local, and other tax returns with respect to the Business. In addition, without limiting the foregoing, each Seller will allow Buyer to have reasonable access to such Seller's computer files solely for the electronic transfer of data related to the Purchased Assets and the Business.

(b) Each Seller will use commercially reasonable efforts to assist Buyer in continuing business relationships with customers of Sellers. Without limiting the foregoing, from the date hereof, no Seller shall take or cause to be taken any action which is designed or intended to discourage customers, suppliers, referral sources, governmental agencies, insurance companies, consultants, advisors and other similar business associates from maintaining the same business relationships with Buyer or the Business after the date of this Agreement as were maintained with the Business prior to the date of this Agreement to the extent desired by Buyer.

(c) Each Seller will provide Buyer with reasonable assistance from time to time during a reasonable period following the Closing as may be reasonably requested by Buyer to transition the Business to Buyer so that Buyer may operate the same in the ordinary course. Without limiting the foregoing, each Seller will provide Buyer with access to such Seller's computer files for the electronic transfer of data related to the Business to Buyer.

(d) After the Closing, each Seller will pay all of its liabilities as and when due and Buyer shall pay all of the liabilities associated with the Business as and when due.

8.7 Commercially Reasonable Efforts To Consummate Closing Transactions. On the terms and subject to the conditions contained in this Agreement, Sellers and Buyer agree to use *commercially reasonable efforts to take, or to cause to be taken, all reasonable actions, and to do, or to cause to be done, all things, necessary, proper or advisable under applicable laws and regulations to consummate, as soon as reasonably practicable, the Closing, including but not limited to the satisfaction of all conditions thereto set forth herein.*

ARTICLE IX
MISCELLANEOUS

9.1 Amendment and Waiver. This Agreement may be amended, or any provision of this Agreement may be waived, so long as any such amendment or waiver is set forth in a writing executed by each party hereto. No course of dealing between or among the parties shall

be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any party under or by reason of this Agreement.

9.2 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, sent by telecopy (with hard copy to follow) or sent by reputable overnight express courier (charges prepaid), or (ii) five days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, demands and communications to the Sellers and Buyer shall be sent to the addresses indicated below:

Notices to Buyer:

Easton Coach Company
Joe Scott, President and CEO; and
Mark Glatz, Executive Vice President
1200 Conroy Place
Easton, PA 18040
jscott@eastoncoach.com
mglatz@eastoncoach.com

With copies to:

Vincent T. Donohue, Esquire
Lamb McErlane PC
24 E. Market Street
West Chester, PA 19382
vdonohue@chescolaw.com

Sellers:

Bonnie Geist
37 Burnside Avenue
Norristown, PA 19403

With a copy to:

Andrew S. Kasmien, Esquire
Burns & Kasmien
Two Bala Plaza, Suite 718
Bala Cynwyd, PA 19004
akasmien@burnskasmien.com

9.3 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns provided, however, that no party may assign its rights or delegate its obligations under this Agreement, whether by operation of law or otherwise, without the express prior written consent of each other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement to any entity controlled by, or under common control with, Buyer.

9.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

9.5 Captions and Headings. The captions and headings used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption or heading had been used in this Agreement.

9.6 Complete Agreement. Collectively, this Agreement and the Schedules and Exhibits attached hereto, and the Noncompetition, Employment and Consulting Agreement, contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

9.7 Counterparts. This Agreement may be executed in multiple counterparts (including by means of telecopied or "pdf" signature pages) all of which taken together shall constitute one and the same agreement.

9.8 Governing Law. The law of the Commonwealth of Pennsylvania shall govern all questions concerning the construction, validity, interpretation and enforceability of this agreement and the exhibits and schedules hereto, and the performance of the obligations imposed by this agreement, without giving effect to any choice of law or conflict of law rules or provisions (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

9.9 Jurisdiction; Service of Process. Except as otherwise provided in Section 8.4 of this Agreement, any Proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the Commonwealth of Pennsylvania, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Pennsylvania, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or

proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

9.10 Attorneys' Fees. In the event of an arbitration, litigation or other proceeding between the parties concerning this Agreement or any of the transactions or other agreements set forth hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses in connection therewith.

9.11 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their collective mutual intent, and no rule of strict construction shall be applied against any Person. The term "including" as used herein shall be by way of example and shall not be deemed to constitute a limitation of any term or provision contained herein.

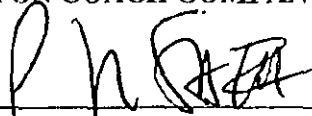
9.12 Specific Performance. Each of the parties acknowledges and agrees that the other parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter (subject to the provisions set forth in Section 8.4 above), in addition to any other remedy to which they may be entitled, at law or in equity.

9.13 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns, and nothing herein expressed or implied shall give or be construed to give any Person (other than the parties hereto and such assigns) any legal or equitable rights hereunder.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

EASTON COACH COMPANY

By: 
Name: P. Joseph Scott
Title: Chief Executive Officer

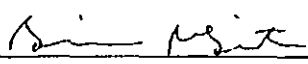
**NORRISTOWN TRANSPORTATION
COMPANY, INC.**

By: 
Name: Bonnie Geist
Title: President

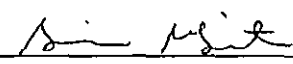
**MID-COUNTY TRANSPORTATION
SERVICES, INC.**

By: 
Name: Bonnie Geist
Title: President

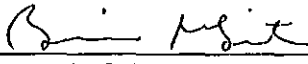
**LANSDALE YELLOW CAB
COMPANY, INC.**

By: 
Name: Bonnie Geist
Title: President

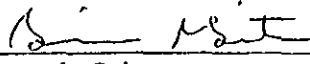
**CONSHOHOCKEN YELLOW CAB
COMPANY, INC.**

By: 
Name: Bonnie Geist
Title: President

**NORRISTOWN YELLOW CAB
COMPANY, INC.**

By: 
Name: Bonnie Geist
Title: President

F.J. GARAGE, INC.

By: 
Name: Bonnie Geist
Title: President

EXHIBITS

- Exhibit A -- Noncompetition Employment & Consulting Agreement
- Exhibit B -- Opinion Letter

SCHEDULES

Schedule 2.1(a)(iii)	--	Contracts
Schedule 2.1(a)(vi)	--	Motor Vehicles
Schedule 2.1(a)(xiv)	--	Other Assets
Schedule 2.1(b)	--	Excluded Assets
Schedule 3.2	--	Authorization
Schedule 3.5	--	Title to Assets and Business
Schedule 3.6	--	Absence of Certain Developments
Schedule 3.11	--	Intellectual Property
Schedule 3.12	--	Litigation
Schedule 3.16	--	Compliance with Laws
Schedule 3.18	--	Consents and Approvals
Schedule 3.19	--	Environmental Matters
Schedule 8.2	--	Purchase Price Allocation

EXHIBIT A

Noncompetition, Employment and Consulting Agreement

NONCOMPETITION EMPLOYMENT AND CONSULTING AGREEMENT

THIS NONCOMPETITION EMPLOYMENT AND CONSULTING AGREEMENT (the "Agreement") is made and entered into this the 19th day of March, 2014 by and between **EASTON COACH COMPANY**, a Delaware business corporation ("ECC"), **NORRISTOWN TRANSPORTATION COMPANY, INC.**, **MID-COUNTY TRANSPORTATION SERVICES, INC.**, **LANSDALE YELLOW CAB COMPANY, INC.**, **CONSHOHOCKEN YELLOW CAB COMPANY, INC.**, **NORRISTOWN YELLOW CAB COMPANY, INC.** & **F.J. GARAGE, INC.** each of the foregoing a Pennsylvania business corporation (each a "Seller" and collectively the "Sellers") and **BONNIE GEIST**, a citizen and resident of the Commonwealth of Pennsylvania and the sole shareholder of Sellers ("Shareholder").

Background Statement

Pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") by and among the ECC, Sellers and Shareholder dated March 19, 2014, the ECC has agreed to acquire (the "Acquisition") certain assets of the Sellers used in providing public transit services in Montgomery County, Pennsylvania (the "Territory"), being hereinafter collectively referred to as the "Business"). Both ECC and Sellers have been engaged in similar businesses for many years, and, in some instances, have been direct competitors in and with respect to the Business.

Shareholder is currently the sole shareholder of Sellers, and was, and continues to be, instrumental in building the Business for Sellers. Further, Shareholder continues to be employed by Sellers and is actively engaged in the Business on a day to day basis, and Shareholder is instrumental in the success of Sellers' Business, as the same is currently conducted by Sellers.

In the course of her employment and ownership of Sellers and her management of the Business, Shareholder has developed extensive and high level contacts with current, past and prospective customers and suppliers, as well as key persons with public agencies served by the Business, has become widely known in the Business, and has had access to confidential and/or

proprietary information of Sellers with respect to the Business at the highest level. In order for ECC to; effectuate the Acquisition, continue to successfully engage in the Business, preserve the goodwill associated with the Business, and create a valuable independent asset of ECC, ECC required, as a condition to the transactions in the Purchase Agreement, that the Shareholder covenant not to solicit any personnel of ECC to sever their relationship with ECC, not to solicit any customers of ECC, and not to compete with ECC in connection with the Business.

In addition to securing Shareholder's covenants as set forth above, ECC wishes to retain Shareholder as a consultant for ECC in order to address certain transactions with conveying the Business conducted by the Sellers to ECC and other related on-going Business matters following the Closing, under terms more specifically set forth herein. All references to "Shareholder" below shall include each Seller and any entity with which Shareholder is affiliated in any way, including, without limitation, as an employee, shareholder, director, consultant or agent of any kind.

Notwithstanding the date set forth above, Geist's engagement under this Agreement shall take effect upon the Closing, as that term is defined in the Purchase Agreement.

Statement of the Agreement

NOW, THEREFORE, in consideration of the promises and agreements set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Employment; Consulting; Position and Duties. ECC agrees to retain Shareholder and Shareholder agrees to provide services to ECC as follows:

a. During the first full six months following the Closing, Shareholder shall be employed by ECC and shall devote that amount of time reasonably determined by ECC as is necessary to provide the services to ECC as contemplated by this Agreement. Shareholder shall report to and, if necessary to the performance of such duties, shall provide services from ECC's North Wales office or such other location within a reasonable distance from such office as reasonably determined by ECC;

b. Beginning on the first day of the seventh full month following the Closing and continuing for the ensuing three year period, Shareholder shall no longer be an employee of ECC but shall be available to consult for ECC when requested by ECC on any matters requested by ECC related to the Business, but shall not be required to perform such services at ECC's offices unless the nature of the requested services

requires that Shareholder be onsite and shall be free to pursue other business opportunities that do not violate the terms of this Agreement;

c. Shareholder shall be responsible generally to; (i) facilitate the transition of operations from Sellers to ECC, (ii) assist ECC in the maintenance of customer relations and relations with TransNet, (iii) be reasonably available during normal business hours to respond to ECC's inquiries about the Business, and (iv) perform such other duties related to and within the context of the relationship and this Agreement as ECC may reasonably request from time to time.

d. Notwithstanding anything herein to the contrary, Shareholder shall be free, at all times hereunder, to pursue other business opportunities that do not violate the terms of this Agreement or interfere with her provision of services to ECC.

2. Term. Subject to the termination provisions hereof, the term of this Agreement shall be from the date hereof through the expiration of the three year period referenced in Section 1.b. above.

3. Compensation. Subject to the terms and conditions herein, ECC agrees to pay or provide to Shareholder the following compensation:

a. Wages – First Six Months. ECC shall pay to Shareholder a monthly wage of \$7,500.00 for the first two months, \$5,625.00 for the third and fourth months, and \$3,750.00 for the fifth and sixth months, payable in advance on or before the 1st day of each month less applicable withholding taxes.

b. Consulting Fee – Following First Six Months. For the three year period referred to in Section 1.b. above, ECC shall pay a monthly consulting fee of \$6,944.44 to Shareholder, payable in advance on or before the 1st day of each month.

c. Reimbursement of Expenses. ECC shall reimburse Shareholder for expenses incurred in the performance of Shareholder's services hereunder that are approved in writing in advance by ECC.

d. Health Insurance. ECC shall pay to Shareholder the monthly premium required for Shareholder to retain health insurance under COBRA for the six month period covered under Section 1.a above.

4. Termination. ECC shall have the right to terminate this Agreement as a result of Shareholder's material breach of this Agreement or the Purchase Agreement if Shareholder has failed to cure or, if such breach is susceptible to cure, begun to cure such breach within thirty (30) days after having received written notice from ECC of the alleged material breach, which notice shall state with particularity the factual basis on which ECC believes there has been a material breach of this Agreement or the Purchase Agreement. For purposes of this Agreement, any breach of Shareholder's obligations under Sections 5 through 8 below shall be material

breaches of this Agreement. It is understood and agreed that ECC's termination of this Agreement shall not alter, change or in any way modify its compensation obligations to Shareholder as set forth in Section 3.

5. **Personnel.** During the period provided in Subparagraph 7(c) below (the "Restricted Period"), Shareholder will not, directly or indirectly, on her own behalf or on behalf of another, in any manner, knowingly or intentionally induce or attempt to induce any of ECC's employees or independent contractors whom ECC hires or retains in connection with the Business at the time of or following the Acquisition to leave their employment or engagement by ECC.

6. **Non-Solicitation.** During the Restricted Period, Shareholder will not, directly or indirectly, sell or assist any person in selling, or offer to sell or assist any person in offering to sell, any Competing Service (as defined below). The term "Competing Service" shall mean any service which is the same as, or substantially similar to, any service sold, or offered for sale, by Sellers or Buyer at any time in connection with the Business.

7. **Non-Competition.**

(a) Within the Territory and during the Restricted Period, Shareholder will not, directly or indirectly, individually or as a partner (general or limited), employee, shareholder, lender, consultant, agent, officer, director, or in any other capacity, whether acting on her own behalf or on behalf of another, participate in or be involved in any manner with the ownership, management, operation or control of any business, which is engaged in any aspect of the Business.

(b) The parties acknowledge and agree that each of the geographical areas in the Territory is reasonable and fairly describe areas in which ECC and Sellers have engaged in the Business, and in which ECC may engage in the Business following the Acquisition, that each of such areas is completely severable and independent from the others, and that any invalidity or unenforceability of this Agreement with respect to any area or areas shall not render this Agreement invalid or unenforceable as applied to any other areas.

(c) The "Restricted Period" shall commence on the date of this Agreement and continue through five (5) years from the date of this Agreement. The parties acknowledge and agree that the foregoing time period is reasonable, and that any invalidity or unenforceability of this Agreement with respect to such time period shall not render this Agreement invalid or unenforceable as applied to any other time period.

8. **Confidential Information.** It is understood that as a result of Shareholder's prior ownership and employment with Sellers, Shareholder has been afforded access to confidential and/or proprietary information of Sellers related to the Business which has been acquired by ECC under the terms of the Purchase Agreement. In consideration for the Acquisition, Shareholder agrees that she shall not at any time during or following the date hereof, furnish, divulge, communicate or otherwise directly or indirectly use any of the confidential and/or proprietary information of ECC, or acquired by ECC in connection with the acquisition of the

Business from Sellers (including without limitation, marketing methods and data, operating and other business data, trade secrets, business plans, production and communication methods, advertising methods, financial affairs and data, methods of procurement, sales methods, and customer information) (hereinafter collectively, "Confidential Information").

9. **Shareholder's Livelihood.** Shareholder represents and warrants to ECC that as a result of (i) the consideration and conditions set forth in the Background Statement and pursuant to the Acquisition and (ii) her general experience and financial and other capabilities, no provision of this Agreement will prevent her or has prevented her from obtaining a sufficient livelihood.

10. **Remedies.** Shareholder acknowledges and agrees that Shareholder's breach of Sections 5 through 8 of this Agreement would cause ECC irreparable harm for which there is no adequate remedy at law. Accordingly, in the event of any threatened or actual breach of this Agreement, ECC shall be entitled to enforce this Agreement by injunctive and any other appropriate equitable relief in any court of competent jurisdiction in addition to any other remedies available at law, including (without limitation) recovery of damages.

11. **Right of Setoff.** Sellers and Geist acknowledge that amounts due to Geist hereunder pursuant to Section 3(b) above are subject to ECC's right of setoff as set forth in Section 8.1(e) of the Asset Purchase Agreement.

12. **Severability.** The covenants and agreements contained herein are separate and severable and the invalidity or unenforceability of any one or more of such covenants or agreements shall not affect the validity or enforceability of any other covenant or agreement contained herein. In addition, if, in any judicial proceeding, a court shall refuse to enforce one or more of the covenants or agreements contained herein because the duration thereof is too long or the scope thereof is too broad, it is expressly agreed between the parties hereto that such duration or scope shall be deemed reduced to the extent necessary to permit the enforcement of such covenants or agreements, to the extent allowed by applicable law.

13. **Notices.** All notices and other communications required or permitted hereunder shall be in writing and sufficient if delivered personally, by private courier or telecopy, or sent by registered or certified mail, postage prepaid, addressed as follows:

Notices to ECC:

Easton Coach Company
Mark Glatz, Vice President
1200 Conroy Place
Easton, PA 18040
mglatz@eastoncoach.com

With copies to:

Vincent T. Donohue, Esquire
Lamb McErlane PC
24 E. Market Street
West Chester, PA 19382
vdonohue@chescolaw.com

Notices to Shareholder or Sellers:

Bonnie Geist
37 Burnside Avenue
Norristown, PA 19403

With a copy to:
Andrew S. Kasmen, Esquire
Burns & Kasmen
Two Bala Plaza, Suite 718
Bala Cynwyd, PA 19004
akasmen@burnskasmen.com

Either party may change the person and address to which notices or other communications are to be sent by giving written notice of any such change in the manner provided herein.

14. **Assignment.** ECC may assign its rights under this Agreement to any person, upon written notice to Shareholder, without the written consent of Shareholder.

15. **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

16. **Entire Agreement; Amendment.** This Agreement constitutes the entire Agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements or understanding, between ECC and Shareholder with respect to such subject matter, but shall not supersede or replace Sellers' or Shareholder's obligations under the Purchase Agreement. This Agreement shall not be altered, waived, modified or amended except by a written instrument executed by the parties hereto.

17. **Headings.** The section headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

19. Governing Law. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Pennsylvania applicable to contracts executed and wholly performed within such state and, in enforcing such governing laws, any court of competent jurisdiction shall afford all relief which a Pennsylvania court would afford under similar circumstances.

20. Recitals. The background recitals above are incorporated by reference as though fully set forth herein.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Noncompetition, Employment and Consulting Agreement as of the day and year first above written.

EASTON COACH COMPANY,

Witness:

By: _____
P. Joseph Scott, Chief Executive Officer

Witness:

Bonnie Geist, as Shareholder and as an Officer of
each Seller identified in the introductory paragraph
of this Agreement

EXHIBIT B

Legal Opinion of Sellers' Counsel

LAW OFFICES

Burns & Kasmen PC

Two Bala Plaza, Suite 718
Bala Cynwyd, PA 19004
215.517.5800

akasmen@burnskasmen.com
Phone: 267.287.1036
Direct Fax 267.287.1076

January __, 2014

Easton Coach Company
1200 Conroy Place
Easton, PA 18040

Re: Sale and Purchase of Assets pursuant to that certain Asset Purchase Agreement ("Purchase Agreement") dated as of _____, 2014, by and among Norristown Transportation Company, Inc., Mid-County Transportation Services, Inc., Lansdale Yellow Cab Company, Inc., Conshohocken Yellow Cab Company, Inc., Norristown Yellow Cab Company, Inc. and F.J. Garage, Inc., each, a Pennsylvania corporation; and Easton Coach Company, a Delaware corporation.

Dear Sir or Madam:

We have acted as counsel for Norristown Transportation Company, Inc. ("NTC"), Mid-County Transportation Services, Inc. ("Mid-County"), Lansdale Yellow Cab Company, Inc. ("LYC"), Conshohocken Yellow Cab Company, Inc. ("CYC"), Norristown Yellow Cab Company, Inc. ("NYC") and F.J. Garage, Inc. ("FJG")(collectively, "Seller") in connection with the above-referenced Purchase Agreement and the transactions contemplated thereby. In such capacity, we are furnishing this opinion to you pursuant to Section 2.6(f) of the Purchase Agreement.

All capitalized terms used in this opinion that are not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

We have examined the Purchase Agreement and the Articles of Incorporation and minute books of NTC, Mid-County, LYC, CYC, NYC and FJG and such other documents and records, and such questions of law, as we deemed necessary or appropriate in order to enable us to express the opinion hereinafter set forth.

In rendering an opinion on the matters hereinafter set forth, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photographic copies thereof, the genuineness of all signatures and the capacity of all persons executing such documents and, except in the case of NTC, Mid-County, LYC, CYC, NYC and FJG, the due authorization, execution and delivery of such documents. As to certificates and telegraphic confirmations given by public officials, we have assumed the same to have been properly given and to be accurate.

Based upon and subject to the foregoing and to the limitations set forth below, we advise you that in our opinion:

1. NTC, Mid-County, LYC, CYC, NYC and FJG are each corporations duly organized and validly subsisting under the laws of the Commonwealth of Pennsylvania. Seller has all requisite power and authority to own, lease and operate its properties, to carry on its business as it is now being conducted and to enter into the Purchase Agreement and perform its obligations thereunder.

2. The execution, delivery and performance of the Purchase Agreement by NTC, Mid-County, LYC, CYC, NYC and FJG have been duly and effectively authorized by all necessary action on the part of NTC, Mid-County, LYC, CYC, NYC and FJG. The Purchase Agreement has been duly executed by NTC, Mid-County, LYC, CYC, NYC and FJG and is a valid, legally binding and enforceable obligation of NTC, Mid-County, LYC, CYC, NYC and FJG, except as may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws now or hereafter in effect relating to or affecting the enforcement of creditors' rights in general.

The foregoing conclusions are based upon the laws of the Commonwealth of Pennsylvania, the jurisdiction in which we are admitted to practice, and relevant Federal law of the United States of America, and we express no conclusion or opinion based on or with respect to the law of any other jurisdiction.

This opinion is rendered as of the date hereof, and is rendered only to the addressee set forth above solely in connection with the transaction contemplated by the Purchase Agreement. This opinion may not be relied upon for any other purpose, or by any other person, firm or corporation for any purpose, in each case without our prior written consent. Our opinion is limited to the matters set forth in this letter.

No opinion may be inferred or implied beyond the matters expressly stated in this opinion and our opinions expressed in this opinion must be read in conjunction with the assumptions, limitations, exceptions and qualifications set forth in this letter.

Very truly yours,

**BURNS & KASMEN
A PROFESSIONAL CORPORATION**

Schedule 2.1(a)(iii)
Contracts

Mid County Transportation, Inc. letter agreement with Christopher Dock High School for the provision of shuttle services.

Customer relationships with corporate accounts *Service Champ* and *Gwynedd Square Nursing Home* for employee shuttle services.

Lease for Property in North Wales dated October 21, 2011 with Shannon Enterprises, Inc. as Lessor.

Plus contracts listed on attached pages.



BKL

Lansdale/Midcounty

Christopher Dock Mennonite HS

Foulkways

Gwynedd Square Nursing Center

Heartland Pharmacy

North Penn School District

Service Champ (Twin Cor Inc.)

BRG

A handwritten signature or set of initials, possibly 'BRG', written in black ink.

Norristown

Eagleview Hospital

ECRI

Forteniters

Heartland Pharmacy

Homelink

Laurel House

Markel

RES (Real Enterprise)

BAT

A handwritten signature or set of initials, possibly 'JB', written in black ink.

Schedule 2.1(a)(vi) Motor Vehicles

EASTON COACH COMPANY
Proposed Vehicle List - Montgomery County
UPDATED March 25, 2014

Vehicle Number	Year-Make-Model	Vin Number	Titled (Note)	Insured By	W/C Cap	Seat Cap	Body Type	Operation	June 2013 Odometer	Feb. 2014 Odometer	
MID-COUNTY											
11	2004 Chevy Impala	2G1WF52E249349731	MCT	MCT	0	4	Sedan	MCT		160,738	1
12	2001 Dodge Stratus	1B3EJ46U11N518726	MCT	MCT	0	4	Sedan	MCT	149,001	152,275	1
21	2005 Dodge Caravan	2D4GP24R55R170028	MCT	MCT	0	7	Minivan	MCT	115,391	133,278	1
23	2006 Dodge Caravan	1D8GP25R16B541845	MCT	MCT	0	7	Minivan	MCT	196,801	214,588	1
31	2004 Chevy Impala	2G1WF52E540122736	MCT	MCT	0	4	Sedan	MCT	175,388	189,030	1
33	2006 Dodge Caravan	1D4GP24R16B641172	MCT	MCT	0	7	Minivan	MCT	160,159	169,683	1
34	2003 Dodge Caravan	2D4GP34353R164194	MCT	MCT	0	7	Minivan	MCT	188,300	201,609	1
35	2001 Dodge Caravan	2B8GP44G11R101544	MCT	MCT	0	7	Minivan	MCT	189,527	206,138	1
36	2006 Dodge Caravan	1D4GP45R06B591686	MCT	MCT	0	7	Minivan	MCT		83,594	1
51	2003 Ford E350	1FDWE35L33H857443	MCT	MCT	0	14	Bus	MCT	221,439	224,703	1
52	2011 Ford E250	1FTNS2EW5BDB23829	MCT	MCT	0	12	12-Passenger	MCT	40,940	56,130	1
55	2013 Ford E350	1FTSS3EL6DDB32279	MCT	MCT	0	12	12-Passenger	MCT			1
56	2011 Ford E250	1FTNS2EW1BDB23830	MCT	MCT	0	12	12-Passenger	MCT	25,356	41,688	1
67	2010 Ford E350	1FTSS3EL2ADA01944	MCT	MCT	2	12	WC Van	MCT	77,345	82,418	1
71	2012 Ford E450	1DFE4FS0CDA29034	TransNet (71)	TransNet	3	14	WC Van	MCT	32,459	48,392	1
75	2013 Ford E450	1DFE4FS1DDA51240	TransNet (75)	TransNet	3	14	WC Van	MCT	845	12,369	1
77	2011 Ford Bus	1DFE4FS0BDA46186	TransNet (77)	TransNet	3	14	WC Van	MCT	74,094	96,664	1
81	2006 Dodge Caravan	1D4GP24R96B621557	MCT	MCT	0	7	Minivan	MCT	83,297	101,414	1
87	2012 Ford E450	1DFE4FL6CDA50754	MCT	MCT		14	WC Van	MCT		7,159	1
88	2009 Ford E450	1DFE45LX9DA76123	MCT	MCT	3	13	WC Van	MCT	101,399	113,989	1
91	2006 Ford E450	1FDXE45S66HA67726	MCT	MCT	4	12	WC Van	MCT	146,309	156,167	1
93	2006 Ford E450	1FDXE45S36DB24200	MCT	MCT	3	12	WC Van	MCT	142,763	153,320	1
95	2007 Ford E450	1FDXE45S37DA69474	Pending (95)	TransNet	3	14	WC Van	MCT	141,348	154,127	1
99	2009 Ford Challenger	1DFE45S39DA88010	TransNet (99)	TransNet	3	14	WC Van	MCT	94,021	107,315	1
TOTAL MCT											24
71	Five year lease to 12/17 at \$290/month; purchase option at below FMV										
75	Five year lease to 5/18 at \$290/month; purchase option at below FMV										
77	Five year lease to 5/16 at \$290/month; purchase option at below FMV										
95	Lease concluded; title being transferred to MCT										
99	Five year lease to 11/14 at \$290/month; purchase option at below FMV										
LANSDALE YELLOW CAB											
1	2006 Chrysler Town & Country	2A4GP44R06R834109	LYC	LYC	0	7	Minivan	LYC	99,980	108,778	1
2 *	2005 Chevy Impala	2G1WF52E659275540	LYC	LYC	0	4	Sedan	LYC	173,265	191,683	1
4	2009 Ford Crown Victoria	2FAHP71V79X133490	LYC	LYC	0	5	Sedan	LYC		34,709	1
5	2008 Ford Crown Victoria	2FAFP71V98X157490	LYC	LYC	0	5	Sedan	LYC		60,539	1
7 *	2005 Chevy Impala	2G1WF52E459336206	LYC	LYC	0	4	Sedan	LYC	203,818	225,158	1
8	2008 Dodge Caravan	2DBHN44H08R676527	LYC	LYC	0	4	Minivan	LYC		94,495	1
9 *	2005 Chevy Impala	2G1WF52ED59233008	LYC	LYC	0	4	Sedan	LYC	223,264	242,574	1
10	2007 Dodge Caravan	1D4GP25RX7B171191	LYC	LYC	0	7	Minivan	LYC	121,617	141,817	1
29	2009 Chrysler Town & Country	2A8HR44E39R551881	LYC	LYC	0	7	Minivan	LYC		84,024	1
32	2006 Dodge Caravan	1D4GP25B86B736815	LYC	LYC	0	7	Minivan	LYC	182,108	204,641	1
TOTAL LYC											10

NORRISTOWN TRANSPORTATION											
1	2005 Dodge Caravan	1D4GP24R05B123763	NTC	NTC	0	7	Minivan	NTC	185,132	224,630	1
2	2007 Ford Crown Victoria	2FAHP71W77X153437	NTC	NTC	0	4	Sedan	NTC	178,017	24,446	1
5	2006 Ford Crown Victoria	2FAFP71W86X105628	NTC	NTC	0	4	Sedan	NTC		38,953	1
6*	2005 Chevy Impala	2G1WF52E059233655	NTC	NTC	0	4	Sedan	NTC	132,346	141,988	1
8	2007 Dodge Caravan	1D4GP25B47B111359	NTC	NTC	0	7	Minivan	NTC	47,381	67,666	1
10	2006 Chrysler Town & Country	2A4GP54LX6R795224	NTC	NTC	0	4	Sedan	NTC		117,253	1
15*	2005 Chevy Impala	2G1WF52E759364341	NTC	NTC	0	4	Sedan	NTC	174,843	179,946	1
16*	2005 Dodge Stratus	1B3EL46X15N694279	NTC	NTC	0	4	Sedan	NTC	112,645	120,166	1
21	2002 Plymouth Voyager	1C4GJ25B728696784	NTC	NTC	0	7	Minivan	NTC	119,223	135,314	1
22	2004 Chevy Impala	2G1WF52E9276818	NTC	NTC	0	7	Minivan	NTC		181,663	1
23	2005 Dodge Caravan	1D4GP25B15B319535	NTC	NTC	0	7	Minivan	NTC	142,748	159,185	1
29	2007 Dodge Caravan	1D8GP45R67B121818	NTC	NTC	0	7	Minivan	NTC	209,835	226,302	1
30	2006 Chrysler Town & Country	1A4GP45R06B757058	NTC	NTC	0	7	Minivan	NTC	35,272	51,586	1
31	2003 Chevy Impala	2G1WF52E739135512	NTC	NTC	0	4	Sedan	NTC	134,703	140,533	1
32	2007 Dodge Caravan	2D8HN44E69R651543	NTC	NTC	0	7	Minivan	NTC			1
33	2005 Dodge Grand Caravan	2D4GP44L25R153601	NTC	NTC	0	7	Minivan	NTC	110,730	123,381	1
34	1998 Dodge Caravan	1B4GP44R5WB701038	NTC	NTC	0	7	Minivan	NTC	152,235	164,713	1
35	2005 Chrysler Town & Country	1C4GP45R45B285922	NTC	NTC	0	7	Minivan	NTC	243,575	259,194	1
36	2002 Dodge Caravan	2B4GP44392R567853	NTC	NTC	0	7	Minivan	NTC	170,723	190,269	1
37H	2004 Chevy Impala	2G1WF52E549136756	NTC	NTC	0	4	Sedan	NTC		205,149	1
38	2003 Dodge Caravan	1D4GP253X3B221111	NTC	NTC	0	7	Minivan	NTC	129,581	142,455	1
50	2006 Ford E350	1FTSS34L86DB44745	NTC	NTC	0	12	WC Van	NTC	171,326	190,584	1
51	2003 Ford Bus E350	1FDWE35L53HB57444	NTC	NTC	0	14	Van	NTC	232,158	241,834	1
52	2011 Ford E250	1FTNS2EW8BDB23825	NTC	NTC	0	12	WC Van	NTC	18,773	31,901	1
55	2013 Ford E350	1FTSS3EL2DD32280	NTC	NTC	0	12	WC Van	NTC			1
56	2011 Ford E250	1FTNS2EW1BDB23827	NTC	NTC	0	12	WC Van	NTC	18,295	28,696	1
60	2008 Ford E250	1FTSS34L2BDA44482	NTC	NTC	0	12	WC Van	NTC	84,298	98,352	1
61	2006 Dodge Caravan	1D4GP45R96B599604	NTC	NTC	0	7	Minivan	NTC	143,554	148,516	1
63	2006 Dodge Caravan	1D4GP25B66B73867	NTC	NTC	0	7	Minivan	NTC		96,577	1
64	2010 Ford Bus E450	1DFE4FLXADA84614	NTC	NTC	3	13	WC Van	NTC	72,788	89,110	1
67	2010 Ford Bus E350	1FTSS3EL8ADA49612	NTC	NTC	2	12	WC Van	NTC	76,902	99,080	1
72	2012 Ford Bus E350	1DFE4FSCDA29035	TransNet (72)	TransNet	3	9	WC Van	NTC	31,414	43,864	1
74	2013 Ford Challenger	1DFE4FS3DDA51241	TransNet (74)	TransNet	3	14	WC Van	NTC	738	10,761	1
76	2011 Ford Bus	1DFE4FS1BDA43474	TransNet (76)	TransNet	3	14	WC Van	NTC	52,995	67,478	1
79	2003 Ford Bus E350	1FDWE35L13HB57442	NTC	NTC	0	14	Van	NTC	126,340	133,590	1
81	2006 Chrysler Town & Country	2A4GP54L86R892941	NTC	NTC	0	7	Minivan	NTC	291,614	80,805	1
82	2006 Ford E350	1FDWE35L56HA43514	NTC	NTC	0	14	Bus	NTC	128,619	144,622	1
83	2011 Ford E450	1FDEE3F16BDB05188	NTC	NTC	4	12	WC Van	NTC	18,546	31,849	1
87	2010 Ford Challenger	1FDEE3FL3ADB02473	NTC	NTC	3	12	WC Van	NTC	31,243	47,322	1
90	2006 Ford Bus E450	1FDXE45S86HA67727	NTC	NTC	4	12	WC Van	NTC	156,219	170,363	1
92	2007 Ford Bus E450	1FDXE45S97DA58723	NTC	NTC	3	14	WC Van	NTC	132,556	145,644	1
94	2008 Ford Bus E350	1FD3E35L3BDB45178	Pending (94)	TransNet	3	9	WC Van	NTC	125,445	142,885	1
96	2008 Ford Bus E350	1FD3E35L58DB45179	Pending (94)	TransNet	3	9	WC Van	NTC	133,524	144,744	1
98	2009 Ford Challenger	1FDEE35L39DA90516	TransNet (98)	TransNet	3	9	WC Van	NTC	90,327	107,707	1
TOTAL NORRISTOWN TRANSP.											44
94	Lease concluded; title being transferred to MCT										
96	Lease concluded; title being transferred to MCT										
72	Five year lease to 12/17 at \$290/month; purchase option at below FMV										
74	Five year lease to 5/18 at \$290/month; purchase option at below FMV										
76	Five year lease to 5/16 at \$290/month; purchase option at below FMV										
98	Five year lease to 11/14 at \$290/month; purchase option at below FMV										
NORRISTOWN YELLOW CAB											
27	2005 Chevy Impala	2G1WF52E269349956	NYC	NYC	0	4	Sedan	NTC	153,360	173,101	1
TOTAL NORRISTOWN YELLOW CAB											1
CONSHOHOCKEN YELLOW CAB											
17	2010 Mercury Grand Marquis	2MEBM7FV8AX631041	CYC	CYC	0	4	Sedan	NTC		60,881	1
TOTAL CONSHOHOCKEN YELLOW CAB											1
GRAND TOTAL											80

Schedule 2.1(a)(xiv)
Other Assets

3 Hydraulic lifts
2 Compressors
2 Tire changer/balancers
2 AC recycling units
Other shop equipment
Tools and supplies
Parts and tires inventory
Computers – Server and ~10 workstations
Other office equipment
~80 Two-way radios and 2 base units
~25 Taxi meters
All other Seller assets as elected by Buyer

Schedule 2.1(b)
Excluded Assets

1. all Tax returns of each and all of the Sellers, and any rights of any of the Sellers or any of their respective Affiliates with respect to any Tax refund, carryback or carry-forward for periods ending on or prior to the Closing Date;
2. the minute books and other corporate records of the Sellers;
3. all cash and cash equivalents, marketable securities and short-term investments any property, casualty, workers' compensation or other insurance policies or related insurance services Contracts relating to the Sellers or any of their respective Affiliates, and any rights of the Sellers, or any of their respective Affiliates under any such insurance policies or contracts, including any prepayments related thereto, other than rights under such policies or contracts with respect to any casualty affecting any of the Purchased Assets on or after the Closing Date;
4. any rights of the Sellers under this Agreement, any Transaction Documents or under any other agreement between the Sellers and the Buyer or Shareholder and the Buyer;
5. Mobile/smart telephones used by Shareholder, Anne Collins and Virginia Smith, the contracts for which are not being assumed by Buyer.

Schedule 3.2
Authorization

TransNet

Pennsylvania Public Utilities Commission

North Wales Property Lessor (Shannon Enterprises, Inc.) if Buyer notifies Seller of Buyer's intent to assume that Lease per Section 2.1(a)(iii) of the Agreement.

FCC (radio frequency transfer)

**Schedule 3.5
Title to Assets and Business**

None.

**Schedule 3.6
Absence of Certain Developments**

None.

**Schedule 3.11
Intellectual Property**

All business and trade names
All telephone and fax numbers

**Schedule 3.12
Litigation**

None.

**Schedule 3.16
Compliance with Laws**

Pennsylvania Public Utilities Commission

**Schedule 3.18
Consents and Approvals**

**Pennsylvania Public Utilities Commission
TransNet**

**Schedule 3.19
Environmental Matters**

None.

**Schedule 8.2
Purchase Price Allocation**

Fleet			
Titled to Mid-County Transportation	25	vehicles, FMV appraised at	\$ 194,050
Titled to Lansdale Yellow Cab	10	vehicles, FMV appraised at	34,850
Titled to Norristown Transportation	46	vehicles, FMV appraised at	416,900
	81		\$ 646,000
Other Fixed Assets			
Hydraulic lift	3	units	12,000
Compressor	2	units	4,000
Tire changer/balancer	2	units	2,000
AC recycling unit	2	units	2,000
Other shop equipment			5,000
Tools and supplies			3,000
Parts and tires inventory			5,000
Computer		1 server; ~10 workstations	10,000
Other office equipment			2,000
Two-way radios	80	units at \$200/ plus base units	16,500
Taxi meters	25	units at \$300/	7,500
			69,000
Other Assets			
Trade Names, logos, telephone/fax numbers			1,000
			1,000
PUC Rights			
Norristown Transportation Co., Inc.		Call or Demand	2,000
Norristown Transportation Co., Inc.		Paratransit	12,000
Mid-County Transportation Service, Inc.		Paratransit	10,000
Conshohocken Yellow Cab Co., Inc.		Call or Demand	2,000
Conshohocken Yellow Cab Co., Inc.		Paratransit	2,000
Lansdale Yellow Cab Co., Inc.		Call or Demand	2,000
Norristown Yellow Cab Co., Inc.		Call or Demand	2,000
Norristown Yellow Cab Co., Inc.		Paratransit	2,000
			34,000
Other			
Noncompetition and Consulting Agreement			250,000
			250,000
			<u>\$ 1,000,000</u>

NONCOMPETITION EMPLOYMENT AND CONSULTING AGREEMENT

THIS NONCOMPETITION EMPLOYMENT AND CONSULTING AGREEMENT (the "Agreement") is made and entered into this the 19th day of March, 2014 by and between EASTON COACH COMPANY, a Delaware business corporation ("ECC"), NORRISTOWN TRANSPORTATION COMPANY, INC., MID-COUNTY TRANSPORTATION SERVICES, INC., LANSDALE YELLOW CAB COMPANY, INC., CONSHOHOCKEN YELLOW CAB COMPANY, INC., NORRISTOWN YELLOW CAB COMPANY, INC. & F.J. GARAGE, INC. each of the foregoing a Pennsylvania business corporation (each a "Seller" and collectively the "Sellers") and BONNIE GEIST, a citizen and resident of the Commonwealth of Pennsylvania and the sole shareholder of Sellers ("Shareholder").

Background Statement

Pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") by and among the ECC, Sellers and Shareholder dated March 19, 2014, the ECC has agreed to acquire (the "Acquisition") certain assets of the Sellers used in providing public transit services in Montgomery County, Pennsylvania (the "Territory"), being hereinafter collectively referred to as the "Business"). Both ECC and Sellers have been engaged in similar businesses for many years, and, in some instances, have been direct competitors in and with respect to the Business.

Shareholder is currently the sole shareholder of Sellers, and was, and continues to be, instrumental in building the Business for Sellers. Further, Shareholder continues to be employed by Sellers and is actively engaged in the Business on a day to day basis, and Shareholder is instrumental in the success of Sellers' Business, as the same is currently conducted by Sellers.

In the course of her employment and ownership of Sellers and her management of the Business, Shareholder has developed extensive and high level contacts with current, past and prospective customers and suppliers, as well as key persons with public agencies served by the Business, has become widely known in the Business, and has had access to confidential and/or proprietary information of Sellers with respect to the Business at the highest level. In order for ECC to; effectuate the Acquisition, continue to successfully engage in the Business, preserve the goodwill associated with the Business, and create a valuable independent asset of ECC, ECC

required, as a condition to the transactions in the Purchase Agreement, that the Shareholder covenant not to solicit any personnel of ECC to sever their relationship with ECC, not to solicit any customers of ECC, and not to compete with ECC in connection with the Business.

In addition to securing Shareholder's covenants as set forth above, ECC wishes to retain Shareholder as a consultant for ECC in order to address certain transactions with conveying the Business conducted by the Sellers to ECC and other related on-going Business matters following the Closing, under terms more specifically set forth herein. All references to "Shareholder" below shall include each Seller and any entity with which Shareholder is affiliated in any way, including, without limitation, as an employee, shareholder, director, consultant or agent of any kind.

Notwithstanding the date set forth above, Gcist's engagement under this Agreement shall take effect upon the Closing, as that term is defined in the Purchase Agreement.

Statement of the Agreement

NOW, THEREFORE, in consideration of the promises and agreements set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Employment; Consulting; Position and Duties. ECC agrees to retain Shareholder and Shareholder agrees to provide services to ECC as follows:

a. During the first full six months following the Closing, Shareholder shall be employed by ECC and shall devote that amount of time reasonably determined by ECC as is necessary to provide the services to ECC as contemplated by this Agreement. Shareholder shall report to and, if necessary to the performance of such duties, shall provide services from ECC's North Wales office or such other location within a reasonable distance from such office as reasonably determined by ECC;

b. Beginning on the first day of the seventh full month following the Closing and continuing for the ensuing three year period, Shareholder shall no longer be an employee of ECC but shall be available to consult for ECC when requested by ECC on any matters requested by ECC related to the Business, but shall not be required to perform such services at ECC's offices unless the nature of the requested services requires that Shareholder be onsite and shall be free to pursue other business opportunities that do not violate the terms of this Agreement;

c. Shareholder shall be responsible generally to; (i) facilitate the transition of operations from Sellers to ECC, (ii) assist ECC in the maintenance of customer relations and relations with TransNet, (iii) be reasonably available during normal business hours to

respond to ECC's inquiries about the Business, and (iv) perform such other duties related to and within the context of the relationship and this Agreement as ECC may reasonably request from time to time.

d. Notwithstanding anything herein to the contrary, Shareholder shall be free, at all times hereunder, to pursue other business opportunities that do not violate the terms of this Agreement or interfere with her provision of services to ECC.

2. **Term.** Subject to the termination provisions hereof, the term of this Agreement shall be from the date hereof through the expiration of the three year period referenced in Section 1.b. above.

3. **Compensation.** Subject to the terms and conditions herein, ECC agrees to pay or provide to Shareholder the following compensation:

a. **Wages – First Six Months.** ECC shall pay to Shareholder a monthly wage of \$7,500.00 for the first two months, \$5,625.00 for the third and fourth months, and \$3,750.00 for the fifth and sixth months, payable in advance on or before the 1st day of each month less applicable withholding taxes.

b. **Consulting Fee – Following First Six Months.** For the three year period referred to in Section 1.b. above, ECC shall pay a monthly consulting fee of \$6,944.44 to Shareholder, payable in advance on or before the 1st day of each month.

c. **Reimbursement of Expenses.** ECC shall reimburse Shareholder for expenses incurred in the performance of Shareholder's services hereunder that are approved in writing in advance by ECC.

d. **Health Insurance.** ECC shall pay to Shareholder the monthly premium required for Shareholder to retain health insurance under COBRA for the six month period covered under Section 1.a above.

4. **Termination.** ECC shall have the right to terminate this Agreement as a result of Shareholder's material breach of this Agreement or the Purchase Agreement if Shareholder has failed to cure or, if such breach is susceptible to cure, begun to cure such breach within thirty (30) days after having received written notice from ECC of the alleged material breach, which notice shall state with particularity the factual basis on which ECC believes there has been a material breach of this Agreement or the Purchase Agreement. For purposes of this Agreement, any breach of Shareholder's obligations under Sections 5 through 8 below shall be material breaches of this Agreement. It is understood and agreed that ECC's termination of this Agreement shall not alter, change or in any way modify its compensation obligations to Shareholder as set forth in Section 3.

5. **Personnel.** During the period provided in Subparagraph 7(c) below (the "Restricted Period"), Shareholder will not, directly or indirectly, on her own behalf or on behalf of another, in any manner, knowingly or intentionally induce or attempt to induce any of ECC's

employees or independent contractors whom ECC hires or retains in connection with the Business at the time of or following the Acquisition to leave their employment or engagement by ECC.

6. **Non-Solicitation.** During the Restricted Period, Shareholder will not, directly or indirectly, sell or assist any person in selling, or offer to sell or assist any person in offering to sell, any Competing Service (as defined below). The term "Competing Service" shall mean any service which is the same as, or substantially similar to, any service sold, or offered for sale, by Sellers or Buyer at any time in connection with the Business.

7. **Non-Competition.**

(a) Within the Territory and during the Restricted Period, Shareholder will not, directly or indirectly, individually or as a partner (general or limited), employee, shareholder, lender, consultant, agent, officer, director, or in any other capacity, whether acting on her own behalf or on behalf of another, participate in or be involved in any manner with the ownership, management, operation or control of any business, which is engaged in any aspect of the Business.

(b) The parties acknowledge and agree that each of the geographical areas in the Territory is reasonable and fairly describe areas in which ECC and Sellers have engaged in the Business, and in which ECC may engage in the Business following the Acquisition, that each of such areas is completely severable and independent from the others, and that any invalidity or unenforceability of this Agreement with respect to any area or areas shall not render this Agreement invalid or unenforceable as applied to any other areas.

(c) The "Restricted Period" shall commence on the date of this Agreement and continue through five (5) years from the date of this Agreement. The parties acknowledge and agree that the foregoing time period is reasonable, and that any invalidity or unenforceability of this Agreement with respect to such time period shall not render this Agreement invalid or unenforceable as applied to any other time period.

8. **Confidential Information.** It is understood that as a result of Shareholder's prior ownership and employment with Sellers, Shareholder has been afforded access to confidential and/or proprietary information of Sellers related to the Business which has been acquired by ECC under the terms of the Purchase Agreement. In consideration for the Acquisition, Shareholder agrees that she shall not at any time during or following the date hereof, furnish, divulge, communicate or otherwise directly or indirectly use any of the confidential and/or proprietary information of ECC, or acquired by ECC in connection with the acquisition of the Business from Sellers (including without limitation, marketing methods and data, operating and other business data, trade secrets, business plans, production and communication methods, advertising methods, financial affairs and data, methods of procurement, sales methods, and customer information) (hereinafter collectively, "Confidential Information").

9. **Shareholder's Livelihood.** Shareholder represents and warrants to ECC that as a result of (i) the consideration and conditions set forth in the Background Statement and pursuant to the Acquisition and (ii) her general experience and financial and other capabilities, no

provision of this Agreement will prevent her or has prevented her from obtaining a sufficient livelihood.

10. **Remedies.** Shareholder acknowledges and agrees that Shareholder's breach of Sections 5 through 8 of this Agreement would cause ECC irreparable harm for which there is no adequate remedy at law. Accordingly, in the event of any threatened or actual breach of this Agreement, ECC shall be entitled to enforce this Agreement by injunctive and any other appropriate equitable relief in any court of competent jurisdiction in addition to any other remedies available at law, including (without limitation) recovery of damages.

11. **Right of Setoff.** Sellers and Geist acknowledge that amounts due to Geist hereunder pursuant to Section 3(b) above are subject to ECC's right of setoff as set forth in Section 8.1(e) of the Asset Purchase Agreement.

12. **Severability.** The covenants and agreements contained herein are separate and severable and the invalidity or unenforceability of any one or more of such covenants or agreements shall not affect the validity or enforceability of any other covenant or agreement contained herein. In addition, if, in any judicial proceeding, a court shall refuse to enforce one or more of the covenants or agreements contained herein because the duration thereof is too long or the scope thereof is too broad, it is expressly agreed between the parties hereto that such duration or scope shall be deemed reduced to the extent necessary to permit the enforcement of such covenants or agreements, to the extent allowed by applicable law.

13. **Notices.** All notices and other communications required or permitted hereunder shall be in writing and sufficient if delivered personally, by private courier or telecopy, or sent by registered or certified mail, postage prepaid, addressed as follows:

Notices to ECC:

Easton Coach Company
Mark Glatz, Vice President
1200 Conroy Place
Easton, PA 18040
mglatz@eastoncoach.com

With copies to:

Vincent T. Donohue, Esquire
Lamb McErlane PC
24 E. Market Street
West Chester, PA 19382
vdonohue@chescolaw.com

Notices to Shareholder or Sellers:

Bonnie Geist

37 Burnside Avenue
Norristown, PA 19403

With a copy to:
Andrew S. Kasmien, Esquire
Burns & Kasmien
Two Bala Plaza, Suite 718
Bala Cynwyd, PA 19004
akasmien@burnskasmien.com

Either party may change the person and address to which notices or other communications are to be sent by giving written notice of any such change in the manner provided herein.

14. **Assignment.** ECC may assign its rights under this Agreement to any person, upon written notice to Shareholder, without the written consent of Shareholder.

15. **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

16. **Entire Agreement; Amendment.** This Agreement constitutes the entire Agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements or understanding, between ECC and Shareholder with respect to such subject matter, but shall not supersede or replace Sellers' or Shareholder's obligations under the Purchase Agreement. This Agreement shall not be altered, waived, modified or amended except by a written instrument executed by the parties hereto.

17. **Headings.** The section headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

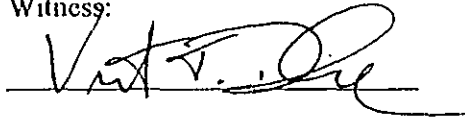
18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

19. **Governing Law.** This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Pennsylvania applicable to contracts executed and wholly performed within such state and, in enforcing such governing laws, any court of competent jurisdiction shall afford all relief which a Pennsylvania court would afford under similar circumstances.

20. **Recitals.** The background recitals above are incorporated by reference as though fully set forth herein.

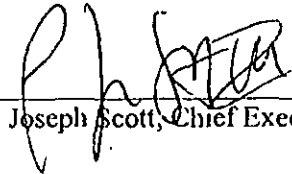
IN WITNESS WHEREOF, the parties hereto have duly executed this Noncompetition, Employment and Consulting Agreement as of the day and year first above written.

Witness:



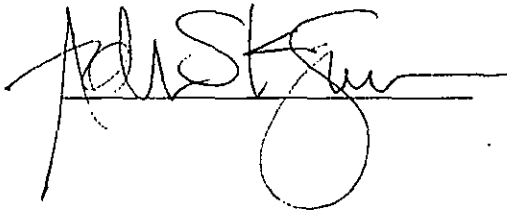
EASTON COACH COMPANY,

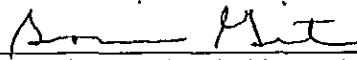
By:



P. Joseph Scott, Chief Executive Officer

Witness:





Bonnie Geist, as Shareholder and as an Officer of each Seller identified in the introductory paragraph of this Agreement

COMPANY RESOLUTIONS OF

**NORRISTOWN TRANSPORTATION COMPANY, INC.,
MID-COUNTY TRANSPORTATION SERVICES, INC.,
LANSDALE YELLOW CAB COMPANY, INC.,
CONSHOHOCKEN YELLOW CAB COMPANY, INC.,
NORRISTOWN YELLOW CAB COMPANY, INC. and
F.J. GARAGE, INC.**

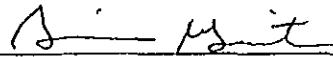
each of the foregoing a Pennsylvania business corporation (each a "Company" and collectively the "Companies")

Each Company hereby adopts and certifies the following resolutions:

RESOLVED, that the Companies are authorized to sell the assets of the Companies in accordance with the terms of that certain Asset Purchase Agreement dated March 19, 2014 and are hereby authorized and instructed otherwise to comply with the terms of the Asset Purchase Agreement and to effectuate its terms;

RESOLVED, that Bonnie Geist in her capacity as President of each Company is hereby authorized on behalf of the Companies to execute any and all documents in connection with the above-referenced sale of assets. Such authorization includes, but is not limited to, executing all, contracts, agreements, bills of sale, settlement statements, or any other documents necessary to effectuate the sale of assets of the Company.

The above company resolutions were adopted on the 19th day of March, 2014 and the undersigned Shareholders of the Company certify to their accuracy.



Bonnie Geist, Sole Shareholder & Director

BILL OF SALE

March 19, 2014

NORRISTOWN TRANSPORTATION COMPANY, INC., MID-COUNTY TRANSPORTATION SERVICES, INC., LANSDALE YELLOW CAB COMPANY, INC., CONSHOHOCKEN YELLOW CAB COMPANY, INC., NORRISTOWN YELLOW CAB COMPANY, INC. and F.J. GARAGE, INC. each of the foregoing a Pennsylvania business corporation (each a "Seller" and collectively the "Sellers"), and EASTON COACH COMPANY, a Delaware corporation ("Buyer"), have entered into that certain Asset Purchase Agreement, dated as the date hereof (the "*Purchase Agreement*"), whereby Sellers have agreed to sell, contribute, assign and deliver to the Buyer the Purchased Assets, and the Buyer has agreed to purchase and acquire the Business and the Purchased Assets and assume the Assumed Liabilities as set forth in the Purchase Agreement. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, Sellers, for good and valuable consideration, as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, hereby sell, convey, assign, transfer and deliver to the Buyer, absolutely to have and to hold the same forever, all of Sellers' right, title and interest in and to the Purchased Assets.

Notwithstanding anything contained herein to the contrary, the Purchased Assets purchased by the Buyer shall not include the Excluded Assets.

This Bill of Sale is being executed and delivered as a condition to the Purchase Agreement and is expressly hereby made subject to and shall have the benefits of the respective representations, warranties, covenants, terms, conditions, limitations and other provisions of the Purchase Agreement.


Sellers further covenant and agree that they will, from time to time, make, execute and deliver or cause to be made, executed and delivered all such other instruments, documents and other assurances as the Buyer may reasonably require to confirm or more effectively convey, transfer to and vest in the Buyer all right, title and interest in and to the Purchased Assets.

This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and may be delivered by facsimile transmission or by email of a scanned .pdf version of this Bill of Sale.

[*Signature Page Follows*]

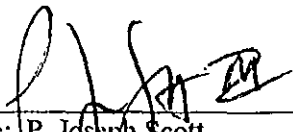
IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed in its name by its duly authorized officer as of the date first written above.

Sellers:

By: 
Name: Bonnie Geist
Title: President of each above-named Seller

ACCEPTED:

EASTON COACH COMPANY

By: 
Name: P. Joseph Scott
Title: Chief Executive Officer

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into on March 19, 2014 (the "Agreement Date") by and among NORRISTOWN TRANSPORTATION COMPANY, INC., MID-COUNTY TRANSPORTATION SERVICES, INC., LANSDALE YELLOW CAB COMPANY, INC., CONSHOHOCKEN YELLOW CAB COMPANY, INC., NORRISTOWN YELLOW CAB COMPANY, INC. and F.J. GARAGE, INC. each of the foregoing a Pennsylvania business corporation (each an "Assignor" and collectively the "Assignors"), and EASTON COACH COMPANY, a Delaware corporation ("Assignee").

BACKGROUND

A. Assignors and Assignee are parties to an Asset Purchase Agreement dated the date hereof (the "Asset Purchase Agreement").

B. Assignors and Assignee are entering into this Assignment and Assumption Agreement (the "Agreement") pursuant to the terms of the Asset Purchase Agreement and in order to effectuate the transfer by Assignors to Assignee of certain Purchased Assets and certain obligations acquired and assumed by Assignee under the Asset Purchase Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and intending to be legally bound, the parties agree as follows:

1. Definitions. Capitalized terms used in this Agreement, and not specifically defined in this Agreement, shall have the meanings and definitions ascribed to them in the Asset Purchase Agreement.
2. Assignment by Assignor. Assignor assigns, transfers, conveys and delivers to Assignee all of Assignor's legal and equitable right, title, and interest in and to the agreements, contracts, and instruments described in the attached Schedule A (collectively the "Assigned Contracts"):
3. Acceptance and Assumption by Assignee. Assignee accepts this assignment and transfer of the Assigned Contracts, and assumes all of Assignor's obligations under the Assigned Contracts (collectively the "Assumed Obligations"), which arise after the Agreement Date.
4. Additional Provisions.
 - 4.1 Binding Effect. This Agreement and all of the terms and conditions contained in this Agreement shall apply to, be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns.
 - 4.2 No Warranty. This Agreement is made without any representation or warranty by either party in addition to, or in place of, any representations or warranties of such party in the Asset Purchase Agreement.


5.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement. The date of execution of any counterparts of this Agreement shall not alter or modify the Agreement Date of this Agreement.

5.4 Governing Law. This Agreement, and the rights and obligations of the parties under this Agreement, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law rules or principles.

INWITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNORS:

EASTON COACH COMPANY

By: 
Name: Bonnie Geist
Title: President of each of the above named Assignors

By: 
Name: P. Joseph Scott
Title: Chief Executive Officer

SCHEDULE A

Mid County Transportation, Inc. letter agreement with Christopher Dock High School for the provision of shuttle services.

Customer relationships with corporate accounts *Service Champ* and *Gwynedd Square Nursing Home* for employee shuttle services.

BRG
J

Lansdale/Midcounty

Christopher Dock Mennonite HS

Foulkways

Gwynedd Square Nursing Center

Heartland Pharmacy

North Penn School District

Service Champ (Twin Cor Inc.)

BK
JS

Norristown

Eagleview Hospital

ECRI

Forteniters

Heartland Pharmacy

Homelink

Laurel House

Markel

RES (Real Enterprise)

BK6
JS

LAW OFFICES
Burns & Kasmen PC

Two Bala Plaza, Suite 718
Bala Cynwyd, PA 19004
215.517.5800

akasmen@burnskasmen.com
Phone: 267.287.1036
Direct Fax 267.287.1076

March 19, 2014

Easton Coach Company
1200 Conroy Place
Easton, PA 18040

Re: Sale and Purchase of Assets pursuant to that certain Asset Purchase Agreement (“Purchase Agreement”) dated as of March 19, 2014, by and among Norristown Transportation Company, Inc., Mid-County Transportation Services, Inc., Lansdale Yellow Cab Company, Inc., Conshohocken Yellow Cab Company, Inc., Norristown Yellow Cab Company, Inc. and F.J. Garage, Inc., each, a Pennsylvania corporation; and Easton Coach Company, a Delaware corporation.

Dear Sir or Madam:

We have acted as counsel for Norristown Transportation Company, Inc. (“NTC”), Mid-County Transportation Services, Inc. (“Mid-County”), Lansdale Yellow Cab Company, Inc. (“LYC”), Conshohocken Yellow Cab Company, Inc. (“CYC”), Norristown Yellow Cab Company, Inc. (“NYC”) and F.J. Garage, Inc. (“FJG”)(each a “Seller” and collectively, “Sellers”) in connection with the above-referenced Purchase Agreement and the transactions contemplated thereby. In such capacity, we are furnishing this opinion to you pursuant to Section 2.6(f) of the Purchase Agreement.

All capitalized terms used in this opinion that are not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

We have examined the Purchase Agreement and the Articles of Incorporation and minute books of NTC, Mid-County, LYC, CYC, NYC and FJG and such other documents and records, and such questions of law, as we deemed necessary or appropriate in order to enable us to express the opinion hereinafter set forth.

In rendering an opinion on the matters hereinafter set forth, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photographic copies thereof, the genuineness of all signatures and the capacity of all persons executing such documents and, except in the case of NTC, Mid-County, LYC, CYC, NYC and FJG, the due authorization, execution and delivery of such documents. As to certificates and telegraphic confirmations

Seller Legal Opinion

Easton Coach Company

March 19, 2014

Page 2

given by public officials, we have assumed the same to have been properly given and to be accurate.

Based upon and subject to the foregoing and to the limitations set forth below, we advise you that in our opinion:

1. NTC, Mid-County, LYC, CYC, NYC and FJG are each corporations duly organized and validly subsisting under the laws of the Commonwealth of Pennsylvania. Seller has all requisite power and authority to own, lease and operate its properties, to carry on its business as it is now being conducted and to enter into the Purchase Agreement and perform its obligations thereunder.

2. The execution, delivery and performance of the Purchase Agreement by NTC, Mid-County, LYC, CYC, NYC and FJG have been duly and effectively authorized by all necessary action on the part of NTC, Mid-County, LYC, CYC, NYC and FJG. The Purchase Agreement has been duly executed by NTC, Mid-County, LYC, CYC, NYC and FJG and is a valid, legally binding and enforceable obligation of NTC, Mid-County, LYC, CYC, NYC and FJG, except as may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws now or hereafter in effect relating to or affecting the enforcement of creditors' rights in general.

The foregoing conclusions are based upon the laws of the Commonwealth of Pennsylvania, the jurisdiction in which we are admitted to practice, and relevant Federal law of the United States of America, and we express no conclusion or opinion based on or with respect to the law of any other jurisdiction.

This opinion is rendered as of the date hereof, and is rendered only to the addressee set forth above solely in connection with the transaction contemplated by the Purchase Agreement. This opinion may not be relied upon for any other purpose, or by any other person, firm or corporation for any purpose, in each case without our prior written consent. Our opinion is limited to the matters set forth in this letter.

No opinion may be inferred or implied beyond the matters expressly stated in this opinion and our opinions expressed in this opinion must be read in conjunction with the assumptions, limitations, exceptions and qualifications set forth in this letter.

Very truly yours,



BURNS & KASMEN
A PROFESSIONAL CORPORATION

Seller Legal Opinion

APPENDIX E

This application is one of eight related applications involving the purchase, by Easton Coach Company ("ECC") of the assets and Pennsylvania Public Utility Commission ("Commission") authority of Norristown Transportation Co., Inc. (call or demand and paratransit authority), Mid-County Transportation Service, Inc. (paratransit authority), Conshohocken Yellow Cab Co., Inc. (call or demand and paratransit authority), Lansdale Yellow Cab Co., Inc. (call or demand authority) and Norristown Yellow Cab Co., Inc. (call or demand and paratransit authority). The attached vehicle list is the complete list of all the vehicles ECC will be acquiring as part of the eight application proceedings. ECC will use these vehicles as appropriate for the various authorities it is acquiring from the Sellers. For example, ECC will only use vehicles that are less than eight years old for call or demand service. ECC will comply with all Commission vehicle regulations in the provision of the services at issue in these proceedings.

Appendix E

List of Equipment to be Used to Render Service

Mid-County Transportation Services, Inc.

Vehicle Number	Year-Make-Model	Vin Number
MID-COUNTY		
11	2004 Chevy Impala	2G1WF52E249349731
12	2001 Dodge Stratus	1B3EJ46U11N518726
21	2005 Dodge Caravan	2D4GP24R55R170028
23	2006 Dodge Caravan	1D8GP25R16B541845
31	2004 Chevy Impala	2G1WF52E549122736
33	2006 Dodge Caravan	1D4GP24R16B641172
34	2003 Dodge Caravan	2D4GP34353R164194
35	2001 Dodge Caravan	2B8GP44G11R101544
36	2006 Dodge Caravan	1D4GP45R06B591696
51	2003 Ford E350	1FDWE35L33HB57443
52	2011 Ford E250	1FTNS2EW5BDB23829
55	2013 Ford E350	1FTSS3EL6DDB32279
56	2011 Ford E250	1FTNS2EW1BDB23830
67	2010 Ford E350	1FTSS3EL2ADA01944
71	2012 Ford E450	1FD4E4FS0CDA29034
75	2013 Ford E450	1FD4E4FS1DDA51240
77	2011 Ford Bus	1FD4E4FS0BDA46186
81	2006 Dodge Caravan	1D4GP24R96B621557
87	2012 Ford E450	1FD4E4FL6CDA50754
88	2009 Ford E450	1FD4E45LX9DA76123
91	2006 Ford E450	1FDXE45S66HA67726
93	2006 Ford E450	1FDXE45S36DB24200
95	2007 Ford E450	1FDXE45S37DA69474
99	2009 Ford Challenger	1FD4E45S39DA88010

Appendix E

List of Equipment to be Used to Render Service

Lansdale Yellow Cab Co., Inc.

Vehicle Number	Year-Make-Model	Vin Number
LANSDALE YELLOW CAB		
1	2006 Chrysler Town & Country	2A4GP44R06R834109
2 *	2005 Chevy Impala	2G1WF52E659275540
4	2009 Ford Crown Victoria	2FAHP71V79X133490
5	2008 Ford Crown Victoria	2FAFP71V98X157490
7 *	2005 Chevy Impala	2G1WF52E459336206
8	2008 Dodge Caravan	2DBHN44HO8R676527
9 *	2005 Chevy Impala	2G1WF52ED59233008
10	2007 Dodge Caravan	1D4GP25RX7B171191
29	2009 Chrysler Town & Country	2A8HR44E39R551881
32	2006 Dodge Caravan	1D4GP25B86B736815

Appendix E

List of Equipment to be Used to Render Service

Norristown Transportation Co. Inc.

Vehicle Number	Year-Make-Model	Vin Number
NORRISTOWN TRANSPORTATION		
1	2005 Dodge Caravan	1D4GP24RO5B123763
2	2007 Ford Crown Victoria	2FAHP71W77X153437
5	2006 Ford Crown Victoria	2FAFP71W86X105628
6*	2005 Chevy Impala	2G1WF52E059233655
8	2007 Dodge Caravan	1D4GP25B47B111359
10	2006 Chrysler Town & Country	2A4GP54LX6R795224
15*	2005 Chevy Impala	2G1WF52E759364341
16*	2005 Dodge Stratus	1B3EL46X15N694279
21	2002 Plymouth Voyager	1C4GJ25B728696784
22	2004 Chevy Impala	2G1WF52EX49276818
23	2005 Dodge Caravan	1D4GP25B15B319535
29	2007 Dodge Caravan	1D8GP45R67B121818
30	2006 Chrysler Town & Country	1A4GP45R06B757058
31	2003 Chevy Impala	2G1WF52E739135512
32	2007 Dodge Caravan	2D8HN44E69R651543
33	2005 Dodge Grand Caravan	2D4GP44L25R153601
34	1998 Dodge Caravan	1B4GP44R5WB701038
35	2005 Chrysler Town & Country	1C4GP45R45B285922
36	2002 Dodge Caravan	2B4GP44392R567853
37H	2004 Chevy Impala	2G1WF52E549136756
38	2003 Dodge Caravan	1D4GP253X3B221111
50	2006 Ford E350	1FTSS34L86DB44745
51	2003 Ford Bus E350	1FDWE35L53HB57444
52	2011 Ford E250	1FTNS2EW8BDB23825
55	2013 Ford E350	1FTSS3EL2DDB32280
56	2011 Ford E250	1FTNS2EW1BDB23827
60	2008 Ford E250	1FTSS34L28DA44482
61	2006 Dodge Caravan	1D4GP45R96B599604
63	2006 Dodge Caravan	1D4GP25B66B73867
64	2010 Ford Bus E450	1FD4E4FLXADA84614
67	2010 Ford Bus E350	1FTSS3EL8ADA49612
72	2012 Ford Bus E350	1FD4E4FSCDA29035
74	2013 Ford Challenger	1FD4E4FS3DDA51241
76	2011 Ford Bus	1FD4E4FS1BDA43474
79	2003 Ford Bus E350	1FDWE35L13HB57442
81	2006 Chrysler Town & Country	2A4GP54L86R892941
82	2006 Ford E350	1FDWE35L56HA43514
83	2011 Ford E450	1FD4E3F16BDB05188
87	2010 Ford Challenger	1FD4E3FL3ADB02473
90	2006 Ford Bus E450	1FD4E45S86HA67727
92	2007 Ford Bus E450	1FD4E45S97DA58723
94	2008 Ford Bus E350	1FD3E35L38DB45178
96	2008 Ford Bus E350	1FD3E35L58DB45179
98	2009 Ford Challenger	1FD4E35L39DA90516

Appendix E

List of Equipment to be Used to Render Service

Norristown Yellow Cab Co., Inc.

Vehicle Number	Year-Make-Model	Vin Number
NORRISTOWN YELLOW CAB		
27	2005 Chevy Impala	2G1WF52E259349956

Appendix E

List of Equipment to be Used to Render Service

Conshohocken Yellow Cab Co., Inc.

Vehicle Number	Year-Make-Model	Vin Number
CONSHOCKEN YELLOW CAB		
17	2010 Mercury Grand Marquis	2MEBM7FV8AX631041

APPENDIX F

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Appendix F

Statement of Financial Position

EASTON COACH COMPANY - CONSOLIDATED

CONSOLIDATING BALANCE SHEET AND PRO FORMA BALANCE SHEET
FOR THE PERIOD ENDED DECEMBER 31, 2013
MANAGEMENT PREPARED - UNAUDITED

	<u>Preliminary Consolidated 12/31/2013</u>
ASSETS:	
CURRENT ASSETS:	
CASH	\$ 69,210
ACCOUNTS RECEIVABLE	4,418,021
OTHER RECEIVABLES	120,933
INVENTORY	181,102
PREPAID EXPENSES	539,319
TOTAL CURRENT ASSETS	<u>5,328,585</u>
PROPERTY & EQUIPMENT	
LAND	148,003
BUILDINGS	474,625
LEASEHOLD IMPROVEMENTS	546,114
REVENUE AND SERVICE VEHICLES	13,361,920
SHOP EQUIPMENT	366,129
OFFICE AND COMPUTER EQUIPMENT	450,869
LESS: ACCUMULATED DEPRECIATION	<u>(6,799,665)</u>
TOTAL PROPERTY & EQUIPMENT, NET	<u>8,547,994</u>
CASH SURRENDER VALUE OF LIFE INSURANCE	92,153
OTHER ASSETS	-
TOTAL ASSETS	<u><u>\$ 13,968,732</u></u>
LIABILITIES & EQUITY	
CURRENT LIABILITIES	
LINE OF CREDIT	\$ 1,897,343
CURRENT PORTION OF LTD	948,069
ACCOUNTS PAYABLE	451,531
ACCRUED EXPENSES	998,349
ACCRUED INSURANCE	1,020,367
INCOME TAXES PAYABLE	-
CHARTER CUSTOMER DEPOSITS	<u>122,390</u>
TOTAL CURRENT LIABILITIES	<u>5,438,049</u>
INTERCOMPANY	
DEFERRED COMPENSATION	350,889
INSURANCE RESERVES	434,893
LONG-TERM DEBT NET OF CURRENT PORTION	5,249,756
SUBORDINATED NOTE PAYABLE	<u>443,332</u>
TOTAL LIABILITIES	<u>11,916,919</u>
SHAREHOLDERS' EQUITY:	
COMMON STOCK	68,067
MEMBERS' DEFICIT - AFFILIATE	(164,745)
ADDITIONAL PAID IN CAPITAL	3,916,733
RETAINED EARNINGS - PRIOR	262,478
RETAINED EARNINGS - CURRENT NET INCOME (LOSS)	643,581
LESS: DISTRIBUTIONS TO STOCKHOLDERS	(1,174,933)
LESS: NOTES RECEIVABLE - STOCK SUBSCRIPTION	(60,000)
LESS: TREASURY STOCK	<u>(1,439,369)</u>
TOTAL SHAREHOLDERS' EQUITY	<u>2,051,813</u>
TOTAL LIABILITIES AND EQUITY	<u><u>\$ 13,968,732</u></u>

EASTON COACH COMPANY - CONSOLIDATED

PROJECTED INCOME STATEMENT
FOR YEAR ONE OF PROPOSED MONTGOMERY COUNTY SERVICE
MANAGEMENT PREPARED - UNAUDITED

	HISTORIC INCOME STATEMENT	PRO FORMA MONTCO OPERATIONS	PRO FORMA COMBINED OPERATIONS
REVENUES			
Transportation	\$ 33,026,567	\$ 4,450,545	\$ 37,477,112
Total Revenues	<u>33,026,567</u>	<u>4,450,545</u>	<u>37,477,112</u>
OPERATING EXPENSES			
Transportation	17,020,310	2,357,230	19,377,540
Fuel	3,953,558	559,779	4,513,337
Depreciation and amortization	1,744,102	91,466	1,835,568
Administration	4,275,100	262,686	4,537,786
Insurance	2,838,145	811,611	3,649,756
Employee benefits and taxes	2,213,558	411,624	2,625,182
Total Operating Expenses	<u>32,044,773</u>	<u>4,494,396</u>	<u>36,539,169</u>
INCOME (LOSS) FROM OPERATIONS	<u>981,794</u>	<u>(43,851)</u>	<u>937,943</u>
OTHER INCOME (EXPENSE)			
Interest expense	(261,520)	(3,534)	(265,054)
Gain (Loss) on disposal of assets	(52,540)	-	(52,540)
Other expense	(24,152)	-	(24,152)
Total Other Income (Expense)	<u>(338,212)</u>	<u>(3,534)</u>	<u>(341,746)</u>
INCOME (LOSS) BEFORE INCOME TAXES	<u>643,581</u>	<u>(47,385)</u>	<u>596,196</u>

Note: Easton Coach Company has elected S corporation for Federal Income Tax purposes

SOURCE:	2013 Preliminary Financial Statements	2012 Tax Return Filing
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APPENDIX G

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SECRETARY'S BUREAU

Appendix G

Unpaid Debts of Transferor; Satisfaction

Unpaid business debts of the transferor, if any, will be paid with cash proceeds from the sale and/or subsequent contractual payments received pursuant to the agreement of sale.

APPENDIX H

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MAR 27 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Appendix H

Statement of Safety Program

Safety Program

Safety is paramount to Easton Coach Company (“ECC”) and all its operations. We are committed to ongoing training, effective management, driver monitoring, innovative use of technology, and strong vehicle maintenance - all key ingredients to a strong safety program.

ECC’s safety team is supervised by our Corporate Director of Safety and Training, who also serves as a Lead Trainer as well as supervising the company’s four other Safety Managers and their teams of driver trainers (currently four in Easton, two in Whitehall, and one each in Lancaster, Carbon County, Warren County (NJ), and Reading). ECC’s satellite operations, including the proposed operation in Montgomery County, are staffed with a Safety and Training manager supervised by the Corporate Director and the local project manager.

Safety Effectiveness

ECC holds monthly safety meetings to review new accidents and incidents (including DriveCam incidents) and any other safety matters, including the progress of safety and training initiatives such as Smith System training, ride-alongs, and risk management.. These meetings are attended by members of the Safety Committee. The committee consists of a cross section of management and other employees from various functions within the company, including the President, Senior Operations Management, Safety and other management and Driver advocacy group representatives. The committee reviews all accidents, incidents and service issues. The findings of the committee determine the direction of our training program, assist managers in reviewing driver performance and help us to improve and enhance our safety program.

Incident and Accident Reporting and Procedures/Timely Notification

ECC maintains a comprehensive policy and system of procedures for any vehicle accident or passenger incident. This policy includes definitions (accident, incident), driver responsibilities segregated by type and severity of accident (vehicular, slip/fall, etc.), post-accident procedures (including adoption of all FTA regulations), follow-up and emergency evacuation procedures.

DriveCam

DriveCam is a vital component of ECC’s company-wide safety and training program and we plan to install DriveCam units in the Montgomery County vehicles. Currently, we have camera units in 335 ECC-operated vehicles, including DriveCam units in our 34 motorcoaches, in 138 paratransit vehicles in the Lehigh Valley, in 64 paratransit vehicles in Lancaster, and 99 in other vehicles in our smaller operations.

We have been using DriveCam for several years and find it to be a simple-to-use digital video, audio, and G-force recorder that constantly monitors driving activity and records unusual events such as hard braking, hard cornering, swerving, crash or collision.

The unit is mounted to the front windshield, hidden behind the rearview mirror, and houses two cameras. The forward facing camera captures everything the driver sees, while the inward facing camera captures passenger activities with audio. The sensitivity of the crash sensor and automatic trigger can be adjusted to accommodate various vehicle types. Privacy of the driver is protected because nothing is stored unless an event is triggered.

DriveCam can improve driving habits, reduce accidents, protect against lawsuits, and insurance companies like them. DriveCam is obviously valuable as it records accidents and, as such, takes a lot of the guess work out of accident investigations. However, in our experience, DriveCam's greatest value is in identifying the poor habits of our drivers by cataloguing incidents and "near-misses" that demonstrate such habits. Insurance carriers estimate that there is one accident for every ten near misses. DriveCam captures the near misses so that we can re-train or discipline (including, if severe enough, termination) offending drivers before an actual accident occurs.

This technology enhances our safety program by allowing us the opportunity to observe the driving habits of a driver without being on the vehicle. If necessary, an actual ride-along with a member of the safety team would occur to further evaluate driving skills and re-train in areas of need.

Drug & Alcohol Testing

Below please find the current version of ECC's "Substance Abuse Policy for Safety Sensitive Employees" as proposed for our Montgomery County operation.



Alcohol, Drug and Substance Abuse Policy

Easton Coach Company strives to create a safe working environment free from the effects of drugs and alcohol through its Alcohol, Drug and Substance Abuse Policy, which establishes guidelines for implementing a drug and alcohol testing program that meets Federal Transit Administration (FTA), the Federal Motor Carrier Safety Administration (FMCSA), and Department of Transportation (DOT) requirements. The ultimate goal of this policy is to achieve a drug- and alcohol-free workforce in the interest of the health and safety of both our employees and the public.

I. Overview

Easton Coach Company's position regarding substance abuse is the same whether alcohol, marijuana, illegal drugs, prescription drugs or controlled substances are involved. Substance abuse is a complex problem that has both physical and social impacts. The fitness of any employee due to his/her use or misuse of alcohol and/or drugs increases the risk of injury to other employees, the unfit employee and third parties, such as customers and business guests. The community, our employees and our customers have the right to expect that those providing transportation services be drug- and alcohol-free and fit for duty.

The serious impact of drug use and alcohol abuse has been recognized by the federal government and addressed by

means of DOT-published regulations prohibiting controlled substance use and alcohol misuse. Pursuant to DOT requirements, including FMCSA (Part 382) and FTA (part 655) regulations, Easton Coach Company administers the required drug and alcohol testing program. Any time these regulations change, such changes will become an adopted part of the drug and alcohol policy without amendment until such time as the policy can be rewritten and shall become effective as required.

These regulatory agencies set the minimum requirements for testing; however, company policy may be more stringent than is federally mandated.

Easton Coach Company maintains a zero-tolerance Alcohol, Drug and Substance Abuse Policy, the violation of which necessitates immediate separation from employment.

Easton Coach Company adopted this revised Alcohol, Drug and Substance Abuse Policy, in accordance with 49 CFR Parts 40, 655, and 382 on August 1, 2013. Neither this policy nor any of its terms are intended to create a contract of employment or contain the terms of any contract of employment. The company retains the sole right to change, amend or modify any term or provision of this policy without notice.

II. Participation as a Requirement of Employment

Participation in the drug and alcohol testing program is required for all full- and part-time employees performing *safety-sensitive functions and is a condition of employment. Additionally, all full- and part-time employees of any company or organization who perform safety-sensitive functions on behalf of or under contract with Easton Coach Company are subject to drug and alcohol testing under this policy. Each safety-sensitive employee will receive at least one hour of training on this policy. Easton Coach Company does not use "Volunteers" as defined in 49 CFR 655.4.*

The FTA defines safety-sensitive functions in 49 CFR Part 655 as those involving: (1) revenue vehicle operation, including when not in service; (2) revenue vehicle and equipment maintenance, (excluding recipients of Section 5311 funding who contract with an outside vendor for vehicle maintenance); (3) revenue vehicle control/dispatch; (4) CDL/non-revenue vehicle operation, and (5) armed security personnel.

Easton Coach Company has evaluated the job duties performed by company employees and has determined safety-sensitive positions to include: (1) drivers; (2) dispatchers; (3) safety personnel; (4) driver trainers, and (5) mechanics. Managers are subject to the provisions of this policy only if they perform, or have the opportunity to perform, a safety-sensitive function.

The FMCSA defines safety-sensitive functions in 49 CFR Part 382 as those persons who operate a commercial motor vehicle (CMV) required to possess a commercial driver's license (CDL) as mandated under 49 CFR Part 383.

III. Prohibited Behavior

The employee will be responsible for complying with the requirements established in this policy, which prohibits the use, possession, transport, distribution, promotion, sale or being under the influence of drugs or alcohol by an employee while on duty or on any Easton Coach Company premises or vehicle is absolutely prohibited and will result in immediate separation of employment. "Easton Coach Company premises" is used in its broadest sense and includes all land, property, buildings, structures, installations, vehicles and any means of conveyance owned or leased by the company or otherwise being used for company business.

Off-the-job drug use that could adversely affect your job performance or which could jeopardize the safety of other employees, the public or company equipment may result in disciplinary action, up to and including separation from employment.

Under FMCSA rules, drivers are prohibited from taking prescription medications containing federally-prohibited drugs unless a valid prescription has been issued by a licensed physician directly to the driver. In addition, prescribing physicians must be fully aware of the safety sensitive job functions of the patient for whom they are prescribing medication. Drivers are prohibited from taking prescription medications originally intended for other individuals, including spouses or other close family members, including samples provided directly by a physician to a patient.

In accordance with Easton Coach Company policy, any positive test or refusal to test, whether for pre-employment, random, post-accident, reasonable suspicion or follow-up purposes, will result in separation from employment. Any reference here and in Easton Coach Company's Employee Handbook to return-to-duty or follow-up testing procedures are intended to provide procedures for returning an employee to duty who has asked management for assistance with a drug or alcohol problem, but not in the context of having had a regulatory or policy violation.

The Easton Coach Company policy concerning a positive pre-employment test is immediate rescinding of the offer to hire.

IV. Prohibited Drugs

Employees are also prohibited from working while under the influence of prohibited drugs, including both over-the-counter and prescription medications, or any controlled substance as outlined in the federal regulations 49 CFR Part 40.

All safety-sensitive employees must notify their managers of their use of all prescription and non-prescription medications by disclosing that they are using such a medication containing either a prohibited substance or which may cause possible side effects related to driving or the operation of machinery. The manager will immediately advise the DER, who will then provide the employee with a letter directed to the employee's prescribing physician. *Until the employee's physician replies to this letter on letterhead from his/her practice, the employee will be prohibited from performing all safety-sensitive job functions, including driving.*

Employees performing safety-sensitive functions are also prohibited from using prescription medications not prescribed to them.

V. Required Hours of Compliance

An employee must not consume alcohol while performing a safety-sensitive function, within four (4) hours prior to performing a safety-sensitive function or the sooner of up to eight (8) hours following an accident or until the employee undergoes a post-accident test. All Easton Coach Company employees who perform safety-sensitive functions, whether in a part- or full-time capacity, will be subject to the provisions of this policy for the entirety of their shifts.

The consumption of alcohol four (4) hours prior to or during the specific (duplicate) hours an employee is on call is prohibited. Should an on-call employee be called to report to duty and has consumed alcohol within the immediate four- (4-) hour period preceding the call, he/she must inform the caller about that consumption. The on-call employee will not be permitted to perform safety-sensitive functions. If the employee claims ability to perform the duties of his/her safety-sensitive function, an alcohol test must first be administered, and a negative result received, before he/she may be allowed to perform these duties; however, regardless of the test results, the employee will be subject to disciplinary action.

VI. Circumstances for Testing

A. Pre-Employment

Easton Coach Company conducts pre-employment drug testing. In accordance with 49 CFR Part 40, Easton Coach Company is required to obtain an applicant's drug and alcohol testing records from his/her previous employer(s) if he/she has consented in writing, and these records will be limited to the three year period preceding the applicant's date of application. If an applicant or transfer employee fails to consent, that person will not be hired for a safety-sensitive function. Should a previous employer indicate the applicant or transfer employee failed or refused a drug and/or alcohol test, he/she must provide Easton Coach Company with proof of having successfully completed a referral, evaluation and treatment plan designed by a Substance Abuse Professional (SAP,) defined below in XII. Testing Procedures, B. Substance Abuse Professional (SAP.)

All applicants for safety-sensitive positions will be notified at the time they complete their applications that if they are otherwise considered qualified for employment, submitting to a pre-employment drug test is a requirement for hire. They must also agree to abide by the terms and conditions of this policy if they are ultimately hired.

All current employees transferring or being transferred from a non-safety-sensitive position to a safety-sensitive position must successfully pass a pre-employment drug test prior to assuming the new position. Neither applicants nor employees who are transferring or being transferred will be permitted to perform safety-sensitive duties until the DER or his/her designee has received verification of negative pre-employment test results.

All FTA safety-sensitive employees who have been absent from work for a period exceeding 90 consecutive calendar days and/or removed from the testing pool must successfully pass a pre-employment drug test prior to returning to work. An applicant, or transferred employee, who has not commenced performing a safety-sensitive function within 90 consecutive calendar days of Easton Coach Company's receipt of a negative test result for that individual, must successfully pass another pre-employment test before assuming a safety-sensitive function.

All FMCSA safety-sensitive employees who have been absent from work for a period exceeding 30 consecutive calendar days and/or removed from the testing pool must successfully pass a pre-employment drug test prior to returning to work. An applicant, or transferred employee, who has not commenced performing a safety-sensitive function within 90 consecutive calendar days of Easton Coach Company's receipt of a negative test result for that individual must successfully pass another pre-employment test before assuming a safety-sensitive function.

B. Post-Accident

A FTA accident is defined in this policy as an occurrence associated with the operation of a vehicle, if as a result: (1) an individual dies; (2) an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; (3) with respect to an occurrence in which the public transit vehicle involved is a bus, electric bus, van or automobile, one or more vehicles, (including non-FTA-funded vehicles,) incurs disabling damage as a result of the occurrence and such vehicle(s) is/are transported away from the scene by a tow truck or other vehicle; (4) with respect to an occurrence in which the public transit vehicle involved is a rail car, trolley car, trolley bus or vessel, the public transit vehicle is removed from operation, or (5) any passenger using a wheelchair as a mobility aid tips over.

Post-accident testing for drugs and alcohol is mandatory following an accident involving the loss of human life on the surviving operator of a company vehicle. Easton Coach Company may also test any other safety-sensitive employee whose performance could have contributed to the accident, as determined by the company using the best information available at the time of the decision.

In the event of a non-fatal accident, Easton Coach Company may also drug and alcohol test the vehicle operator, or any other employee whose performance could have contributed to the accident, at the time of the accident, unless the company determines, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident.

A FMCSA accident is defined in this policy as an occurrence associated with the operation of a commercial motor vehicle, if as a result: (1) an individual dies; or the CDL operator is issued a citation and either / or occurs: (A) an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident (B) a vehicle incurs disabling damage requiring it be towed from the scene.

FMCSA Type of accident involved	Citation issued to the CMV driver	Test must be performed by employer
i. Human fatality	YES	YES
	NO	YES
ii. Bodily injury with immediate medical treatment away from the scene	YES	YES
	NO	NO
iii. Disabling damage to any motor vehicle requiring tow away	YES	YES
	NO	NO

An employee involved in an accident will be tested as soon as possible, but no later than 32 hours after the accident, for drugs; additionally, if an alcohol test is not administered within two (2) hours following an accident, the company will prepare and maintain on file a record explaining why this had not yet been done. If an alcohol test is not conducted within eight (8) hours following an accident, attempts to administer the test should cease and a report explaining why the test was not conducted should be prepared and maintained on file. If an employee leaves the scene of an accident prior to submission of such tests, it shall be deemed by Easton Coach Company that the employee has refused to submit to testing.

The requirement to test for drugs and alcohol following an accident will not delay necessary medical attention for injured people or prohibit a safety-sensitive employee from leaving the scene of an accident to obtain assistance or necessary emergency medical care; however, the employee must remain readily available for testing and the company must know the location of the employee.

Easton Coach Company policy provides that an employee may be placed on an administrative suspension on the authority and discretion of the company pending the results of drug and alcohol tests. Employees placed on administrative suspension must be readily available if contacted by the company once his/her test results are received. Employees who cannot be easily contacted within 72 hours will be considered to have abandoned their jobs and will be separated from employment accordingly. If the employee's test results are negative, he/she may return to work in his/her safety-sensitive position upon receiving notification from the company of the negative test results.

Easton Coach Company may require post-accident drug and alcohol testing for any employee who has a wheelchair tip occur on his/her vehicle as the result of the operation of the vehicle.

C. Random

In accordance with FTA and FMCSA requirements, as well as company policy, Easton Coach Company will test a

minimum of 50% the number of safety-sensitive employees for drugs and a minimum of 10% of the number of safety-sensitive employees for alcohol. These rates are subject to annual review and revision by the FTA and / or FMCSA as mandated by respective regulation Part 655 or 382.

The selection of a safety-sensitive employee to be randomly tested for the presence of prohibited drugs or alcohol will be made by a scientifically valid method in accordance with Section 655.45(e). Each employee shall have an equal chance of being tested each time selections are made.

Random tests may occur unannounced anytime during operating hours and will be reasonably spread throughout the year, testing period and weekday. Once the employee has been notified that he/she has been selected for testing, he/she must report immediately to the collection site with no discretion by managers, defined as a place where safety-sensitive employees present themselves for the purpose of providing a urine specimen for a drug test.

Safety-sensitive employees may be randomly tested for alcohol misuse while performing safety-sensitive functions, just before performing safety-sensitive functions or just after performing safety-sensitive functions. All safety-sensitive employees may be randomly tested for drugs anytime while on duty. Testing will be performed during all hours in which safety-sensitive duties are performed.

D. Reasonable Suspicion

In accordance with 49 CFR Part 655 and /or Part 382 Easton Coach Company requires safety-sensitive employees to submit to a drug and/or alcohol test when a trained supervisor or other trained company official has, based on contemporaneous observations concerning the appearance, behavior, speech and/or body odors of a safety-sensitive employee, reasonable suspicion that the employee has used a prohibited drug and/or engaged in alcohol misuse.

Safety-sensitive employees are subject to reasonable suspicion testing for alcohol misuse while performing safety-sensitive functions, just before performing safety-sensitive functions or just after performing safety-sensitive functions. All safety-sensitive employees are subject to reasonable suspicion testing for drugs anytime while on duty.

Company policy requires that a supervisor transport the employee to an appropriate collection site facility and wait until the collection procedure has been completed. The supervisor will then transport the employee back to Easton Coach Company property, where an individual of the employee's choosing will be contacted to transport the employee from company property. If the employee refuses to be transported and attempts to operate his/her personal vehicle, Easton Coach Company will attempt to discourage the employee from doing so, up to and including contacting local law enforcement officials. In accordance with company policy, any employee failing to cooperate during this procedure will be subject to disciplinary action, up to and including separation from employment.

E. Return to Duty and Follow-Up Tests

Easton Coach Company does not have a "second chance" program therefore does not conduct Return to Duty and/or Follow-Up testing.

VII. Behavior that Constitutes a Refusal to Submit to a Test

A. Refusal to Submit to Testing for Drugs

Refusal to submit to testing for drugs is defined as any employee or applicant who:

- (1) Fails to appear for a test within a reasonable amount of time;
- (2) Fails to remain at the testing site until the testing process is complete;
- (3) Fails to provide a urine specimen for a drug test;
- (4) Fails to permit the observation or monitoring of the provision of a specimen;
- (5) Fails to provide a sufficient amount of urine without a valid medical reason;
- (6) Fails or declines to take a second test as directed by Easton Coach Company or collection site; staff
- (7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or employer. In the case of pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment. If there was no contingent offer of employment, the MRO will cancel the test;
- (8) Fails to cooperate during the collection process at the collection site;
- (9) Fails to follow the observer's instructions during an observed collection to raise clothing above the waist,

lower clothing and underpants and turn around to permit the observer to determine if the employee or applicant has any type of prosthetic or other device that could be used to interfere with the collection;

- (10) Possesses or wears a prosthetic or other device that could be used to interfere with the collection process, or
- (11) Admits to the collector or MRO that he/she has adulterated or substituted the specimen.

If the MRO reports a verified adulterated or substituted test result, that test result is considered to be a rules/policy violation. *A refusal to be drug tested is also considered to be a rules/policy violation.*

B. Refusal to Submit to Testing for Alcohol

Refusal to submit to testing for alcohol is defined as:

- (1) Fails to appear for a test within a reasonable amount of time;
- (2) Fails to remain at the testing site until the testing process is complete;
- (3) Fails to provide an adequate amount of saliva or breath for any alcohol test required;
- (4) Fails to provide sufficient breath specimen without a valid medical reason;
- (5) Fails to undergo a medical evaluation or examination as a result of insufficient breath;
- (6) Fails to sign the certification on Step 2 of the Alcohol Test Form;
- (7) Fails to cooperate with any part of the testing process; or
- (8) Fails to follow the directives of the certified (BAT) breath alcohol technician.

A refusal to be tested for alcohol is considered to be a positive test.

VIII. Consequences of Use of Controlled Substances and Misuse of Alcohol

A. Failure of a Drug Test (Test Positive)

As previously stated, a refusal to submit to a drug test is considered to be a positive test result.

Pursuant to procedures in 49 CRF Part 40, the MRO will make a reasonable effort to contact the tested employee to inform him/her that a confirmed positive drug test or substituted and / or adulterated specimen finding has been reported to the MRO by the HHS/ SAMHSA laboratory. At that time, the MRO will contact the employee and provide the opportunity to discuss and determine if a valid medical justification exists for the presence of the controlled substance or laboratory finding. If the test result is positive, adulterated, and / or substituted the tested employee will be offered the opportunity to have their split specimen tested at another HHS/ SAMHSA laboratory for re-confirmation testing. The tested employee will have 72 hours to exercise their right to have their split specimen forwarded to another HHS/SAMHSA laboratory for re-confirmation testing.

If the split-specimen test re-confirms the findings of the primary laboratory the result remains as initially ruled by the MRO; a positive test or refusal to test. If the split-specimen test fails to re-confirm, the test result is canceled, and the employee will be required to immediately submit to another specimen collection under direct observation.

If the MRO reports to the DER that an employee tested positive for drugs, that employee will be immediately removed from safety-sensitive functions and separated from employment in accordance with Easton Coach Company policy. Additionally, the employee will be provided with the resources for seeking assistance for controlled substance abuse and / or alcohol misuse; however, not altering the separation from employment mandate.

B. Failure of an Alcohol Test (Test Positive)

As previously stated, a refusal to submit to an alcohol test is considered to be a positive test result.

Any confirmed alcohol test result at or above 0.02 or refusal to test will result in immediate separation of employment from the Company.

If the test results in an alcohol concentration below 0.02, it is considered to be a negative test and no further action would be required.

IX. Contact Person/Designated Employer Representative (DER)

The person designated by Easton Coach Company to monitor, facilitate and address questions relevant to the Alcohol, Drug and Substance Abuse Policy and related procedures is:

Designated Employer Representative (DER):
Deborah Randolph
Easton Coach Company
1200 Conroy Place
Easton, PA 18040
(610)253-4055 x1046

Alternate/Back-Up:
Fred Parris
Easton Coach Company
1200 Conroy Place
Easton, PA 18040
(610)253-4055 x1062

The DER is authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties and to make decisions in the testing and evaluation processes. This individual also receives test results and other communications on behalf of the employer, consistent with requirements stated in 49 CFR Part 40.

Easton Coach Company will provide testing that is in compliance with all federal and state laws and regulations and within the provisions of this policy. The company will retain all records related to testing and the testing process in a secure and confidential manner.

All supervisors must make every effort to be aware of an employee's condition at all times while in service of the company. Supervisors must also be able to make reasonable suspicion observations to determine if an employee is in any way impaired and be prepared to implement the requirements of this policy, if necessary.

X. Effects of Alcohol and Controlled Substances

The chronic consumption of alcohol, defined as an average of three (3) servings per day of beer, whiskey or wine, may result in the following life consequences:

- Health – Decreased sexual functioning; dependency on alcohol; fatal liver disease; increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast and malignant melanoma; kidney disease; pancreatitis; spontaneous abortion, and neonatal mortality, ulcers and birth defects.
- Work – Impairment in coordination and judgment and increased likelihood of having an accident compared with that of a sober person.
- Personal Life – Increased risk of committing homicide; vehicle accidents; family problems, including separation and divorce; increased likelihood of committing suicide, and greater exposure to other types of accidents.
- Physical Signs and Symptoms – Dulled mental processes; lack of coordination; odor of alcohol on breath; possible constricted pupils; sleepy or stuporous condition; slowed reaction rate, and slurred speech.

Available methods of intervention if an alcohol problem is suspected include the availability of a crisis response and employee assistance service offered through an SAP that addresses family problems as well as substance abuse.

XI. Testing Procedures

All drug and alcohol testing procedures in 49 CFR Part 40 are applicable to all safety-sensitive employees of Easton Coach Company. This document in its entirety is available for review at:

Easton Coach Company
1200 Conroy Place
Easton, PA 18040

A. Breath Alcohol Technician (BAT)

All procedures used to test for the presence of alcohol are in accordance with 49 CFR Part 40, which requires alcohol concentration testing for safety-sensitive employees. At time of testing, the alcohol concentration specimen is collected through the use of an approved evidential breath-testing (EBT) device, a instrument approved by the National Highway Transportation Safety Administration (NHTSA). Only approved instruments / devices listed on the NHTSA's conforming products list (CPL) are permitted for testing under 49 CFR Part 40

Easton Coach Company will test employees in the testing pool for alcohol just before, during or just after performing a safety-sensitive function. A certified Breath Alcohol Technician (BAT) – an individual who has been trained and certified to operate and assist employees in the alcohol testing process. The BAT who operates the federally-approved testing equipment will issue the testing instructions and conduct all (EBT) evidential breath

tests.

Easton Coach Company has contracts with the following individuals to perform BAT services/ The Company reserves the right to add, delete, or modify its service vendors at any time, for any reason, without notification or modification to this policy.

B. Substance Abuse Professional (SAP)

The Substance Abuse Professional (SAP,) defined as a person who evaluates and makes recommendations on education and treatment of employees who have violated an FTA or FMCSA drug and alcohol regulation, will perform the functions and meet all requirements outlined in 49 CFR Part 40.

The Company reserves the right to add, delete, or modify its service vendors at any time, for any reason, without notification or modification to this policy.

C. Medical Review Officer (MRO)

The Medical Review Officer (MRO,) defined as a licensed physician who is responsible for receiving and reviewing laboratory results of drug tests and evaluating medical explanations for certain drug test results, will perform the functions and meet all requirements detailed in 49 CFR Part 40.

The individual listed below performs MRO services under contract with Easton Coach Company:

Dr. Frank Bonikowski – MRO
Main Line Medical Review Associates
300 Welsh Road, Building #4, Suite 160
Horsham, PA 19044
(215) 674-3068

The Company reserves the right to add, delete, or modify its service vendors at any time, for any reason, without notification or modification to this policy.

D. Collection Site

The below-listed agencies have been contracted by Easton Coach Company to provide clean and compliant locations staffed with trained collection site personnel for the collection of urine to be drug tested in accordance with 49 CFR Part 40. The Company reserves the right to add, delete, or modify its service vendors at any time, for any reason, without notification or modification to this policy.

E. HHS / SAMHSA Certified Laboratory

In accordance with 49 CFR Part 40, all laboratory testing of urine specimens for prohibited drugs will be conducted at Department of Health and Human Services- (DHHS-) approved laboratories, which by definition meet the minimum standards of DHHS Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Easton Coach Company has contracted the services of the below-listed laboratory:

- Quest Diagnostics Inc. 400 Egypt Road, Norristown, PA 19403, 610-631-4600
- Quest Diagnostics Inc. 10101 Renner Blvd, Lenexa, KS 66219, 913-888-3927
- Quest Diagnostics Inc. 1777 Montreal Circle, Tucker, GA 30084, 800-729-6432
- Quest Diagnostics Inc. 8401 Fallbrook Ave, West Hills, CA 91304, 800-877-2520

The Company reserves the right to add, delete, or modify its service vendors at any time, for any reason, without notification or modification to this policy.

F. Third Party Administrator (TPA)

In accordance with 49 CFR Part 40, Companies may elect to contract with a third party administrator to facilitate the management and oversight of its drug and alcohol testing program

Easton Coach Company has contracted the services of the below-listed TPA:

DSI Medical Services Inc.
300 Welsh Road Bldg #4, Suite 160
Horsham, PA 19044
(215) 443-0531

The Company reserves the right to add, delete, or modify its service vendors at any time, for any reason, without notification or modification to this policy.

XII. Administrative Requirements

A. Employee Education and Training

All Safety-sensitive employees of Easton Coach Company will receive a copy of this policy and will be required to sign and date a receipt for it. Easton Coach Company will provide an education program which will include the display and distribution of information material and a community service hotline telephone number for assistance to all safety-sensitive employees.

Additionally, Easton Coach Company will conduct a two-part training program for employees, during which:

- Safety-sensitive employees will receive at least one (1) hour of training on the effects and consequences of prohibited drug use on personal health, safety and the work environment and on the signs and symptoms that may indicate prohibited drug use.
- Supervisors and other officials authorized by Easton Coach Company to make reasonable suspicion determinations will receive at least one (1) hour of training on the physical, behavioral and performance indicators of probable drug use in addition to at least one (1) hour of training on the physical, behavioral, speech and performance indicators of probable alcohol misuse.

B. Retention of Records

Easton Coach Company will maintain all drug and alcohol testing records in accordance with 49 CFR Part 40, Subpart P.

C. Annual Reporting of Test Results

In accordance with the TRANSIT requirement, Easton Coach Company will submit a report no later than February 10 annually that summarizes the results of its anti-drug and alcohol misuse programs, including results of safety-sensitive employees subject to the TRANSIT requirement only, during the previous calendar year, (January 1 through December 31,) to the specified recipient:

D. Access to Facilities and Records

Easton Coach Company will provide limited access and release of drug and alcohol testing records in accordance with 49 CFR Part 40, Subpart P, and §382.405 of FMCSA regulations. In accordance with 49 CFR Part 655.73(I), access to facilities and records will be granted to TRANSIT representatives for the purpose of determining compliance with FTA drug and alcohol testing regulations.

Access will also be granted to the Secretary of Transportation and any DOT agency or state or local officials with regulatory authority over Easton Coach Company or any of its safety-sensitive employees, pursuant to §382.405 of FMCSA regulations.

I acknowledge that I have received a copy of Easton Coach Company's policy on Alcohol, Drug and Substance Abuse. I have received at least one (1) hour of training on the subject during which a company representative both explained this policy to me and gave me an opportunity to ask questions regarding this policy specifically and about drug and alcohol testing in general. I understand that Easton Coach Company is conducting its drug and alcohol testing program under federal mandate from the Department of Transportation.

Employee Name (Printed): _____

Employee Signature: _____ Date: _____

ECC Driver Recruitment, Screening, Training and Retention

Driver Recruitment

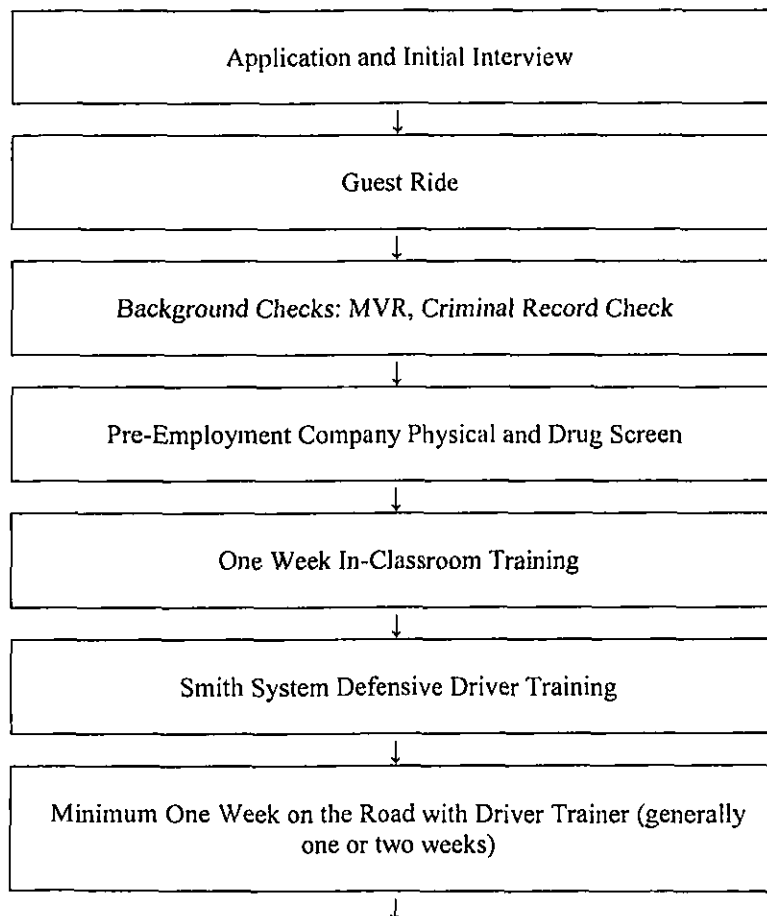
ECC consistently recruits qualified paratransit drivers for its operations. As emphasized above, our driver philosophy emphasizes retention of good drivers. Beginning with the hiring process and throughout a driver's tenure with ECC, we focus on identifying and keeping quality people.

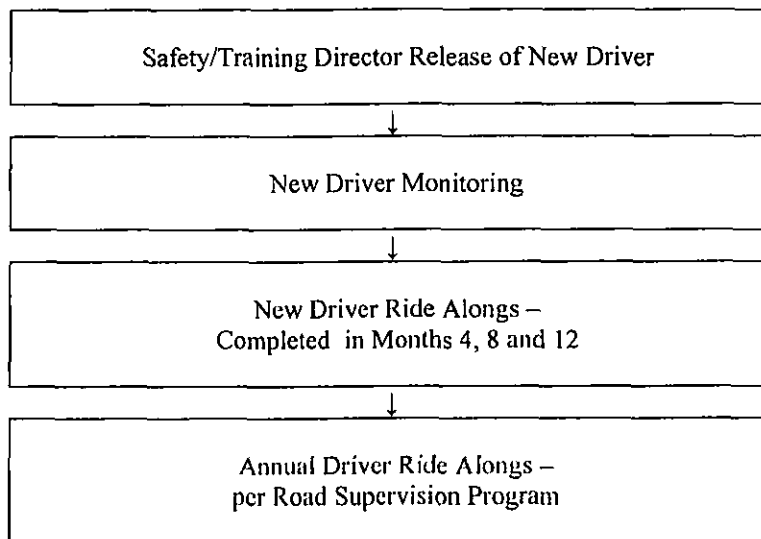
All ECC drivers are employees of the company. No "lease" programs, Form 1099-type contractors, or other "contractual arrangements" are used to retain drivers.

We typically hire between 100 and 150 drivers each year in Eastern Pennsylvania and New Jersey. The majority of these hires are to staff our growth and new contracts, combined with maintenance of a pool of new drivers to effectively manage occasional driver turnover through proactively recruiting and training qualified replacements.

Recruitment and Hiring Process

Below is an outline of the ECC recruitment and hiring process, followed by a discussion of these key driver recruitment, qualification, and training steps.





All applicants will take part in a thorough interview process that will help ECC determine whether each individual meets our pre-hire qualifying standards.

The driver applicant is then sent for a pre-employment physical and drug screening. Criminal and driving records are reviewed, and applicants must be at least 21 years of age, have been a licensed driver for at least three years, and have not moving violations for the past three years. Drivers' MVR records are checked annually thereafter.

After final approvals and acceptance of a job offer, a comprehensive training program begins. This program includes one week on-site or "classroom" training in our local facility and minimum two weeks on-the-road with an experienced driver/trainer. The classroom training will focus on customer service, driving skills development, safety, vehicle pre/post trip, and fare collection, when applicable. Our classroom curriculum also includes extensive training on handling persons with specialized needs and customer service skills development.

Each ECC driver trainee undergoes an extensive evaluation including written comments and grading at several important job elements, including professionalism (appearance, punctuality, positive attitude, etiquette), customer service (passenger interactions, radio use, knowledge of codes, etc., pre- and post-trip routines, mapping/geographical skills, paperwork traits (manifest documentation, other key forms), wheelchair lift and securement procedures, basic driving skills (speed, turns, RR crossings, lane changes, mirror use, etc.)

Each driver must also go through a defensive driving instruction program. Smith System's 'Five Keys to Space-Cushion Driving' are widely recognized as the industry standard. Companies that use Smith System extensively include the U.S. Postal Service, Fed Ex, UPS and Exxon/Mobil. Smith System is a sister company of ECC (i.e., Smith and ECC have common ownership).

Driver Training Program

After approval, presentation and acceptance of a job offer, a comprehensive training program begins that includes one week on-site “classroom” training in our local facility followed by at least one week on-the-road with an experienced driver/trainer.

The classroom training will focus on customer service, passenger assistance and securement skills, wheelchair securement skills, driving skills development, safety, vehicle pre/post trip, and fare collection.

The training session begins with an introduction and overview provided by an ECC Human Resources representative, and covers the Employee Handbook, Drug, Alcohol, and Sexual Harassment policies (in accordance with Federal Transportation Administration requirements), and utilizes third party videos to communicate these topics.

Driver expectations are addressed during the first day of training, including an overview of ECC’s safety and training program, manifests and schedules, customer service/ passenger assistance topics, and job-related personal habits.

Customer service topics are thoroughly addressed, including passenger assistance, customer sensitivity and the Americans with Disabilities Act (ADA). Disability types, what limitations the passenger may have and communication techniques are also addressed. ECC’s varied fleet of vehicles are introduced and thoroughly covered, including exterior, dimensions, interior controls, seating, securement equipment and locations, lift operations, emergency equipment, and exit procedures. Wheelchair securement is a large part of ECC training, and includes both classroom training and on-vehicle practical experience and instruction with various types and makes of wheelchairs.

Vehicle pre-trip and post-trip procedures are also addressed and demonstrated with input from ECC maintenance management. Senior ECC maintenance staff also provides an overview of vehicle and maintenance issues such as PM, common maintenance problems, dual rear wheels, charging system, lift problems, seats and seatbelts, engine basics, transmission, brakes, vehicle clearance, and the completion of the Vehicle Inspection Report (VIR).

Driving skills and philosophies are extensively addressed through ECC’s adaptation of the Smith System (as further described above).

In 2007, ECC adopted a “Wheelchair Securement Certification Program” in which all paratransit drivers also must demonstrate proficiency in wheelchair securement technique prior to completion of the training course and periodically thereafter. ECC drivers are certified to proficiency according to manufacturer’s, ADA, and ECC standards. Initial certification, issued for a period of no longer than three months, allows safety and supervisory personnel to reevaluate new drivers within that period to ensure compliance with all safety procedures and policies. Driver wheelchair securement proficiency is recertified periodically throughout their tenure at ECC.

Other topics of instruction include site specific policy and procedures, dispatch roles and functions, manifests and data collection, street network, mapping and local geography, schedules, fare structures, collections and codes, uniforms and codes of conduct, fueling, emergency procedures, bloodborne pathogens, etc.

During and following the training, each ECC driver trainee undergoes an extensive evaluation including written comments and grading at several important job elements, including professionalism (appearance, punctuality, positive attitude, etiquette), customer service (passenger interactions, radio transmissions (use, knowledge of codes, etc.), pre- and post-trip routines, mapping/geographical skills, paperwork traits (manifest documentation, other key forms), wheelchair lift and securement procedures, basic driving skills (speed, turns, RR crossings, lane changes, mirror use, etc.)

Road tests are used to evaluate the driving skills of the trainee and identify any areas that may require any additional training. Evaluation includes a variety of routine driving conditions, roadways, signage, etc.

Finally, written reviews are utilized to evaluate a trainee's understanding of the information covered during class. If there is an area that requires additional clarification, ECC trainers will work with each trainee to convey the information and develop the skills necessary to complete the task.

Smith System Driver Training Institute, Inc.

ECC is a strong proponent of the Smith System of driver training, and has adopted this program throughout our operations.

Smith System was founded in the 1950's and has since become the international leader in the training of professional drivers on how to avoid accidents. The Smith System program is built around "the five keys to cushion-spaced driving". The keys are: (1) Aim High in Steering®; (2) Get the Big Picture®; (3) Keep Your Eyes Moving®; (4) Leave Yourself an Out®, and; (5) Make Sure They See You®. These five keys are built around the basic concept that:

"Space + Visibility = Time"

Space – around your vehicle

Visibility – anticipate your future

Time – to make decisions

Many of the world's largest companies that operate vehicle fleets use Smith System as its driver training platform just as does ECC does. Some of those companies are Fed Ex, Exxon/Mobil, UPS, the US Postal Service, and Wal-Mart. Companies nearly always see a dramatic decrease in accidents when they apply the Smith System Keys and train their entire driver force in the program.

Ongoing Driver Training and On-Road Quality Assurance

On-going training consists primarily of: (1) bi-monthly drivers' meetings; (2) annual one-day refresher courses; (3) regular road observations or "ride-alongs" (cushion rides) at the direction of our safety team (the key element of our road supervision program); and (4) driver specific follow-up after accidents or incidents (particularly DriveCam events).

ECC holds driver meetings every two months at each of our locations that emphasize safety, customer service, and customer sensitivity topics and issues. Meetings typically consist of: (1) a review of recent accident/incident information that includes actual DriveCam footage demonstrating events and driver patterns and a detailed review of five or so specific accidents and the application of the Smith System Five Keys; (2) a pertinent safety topic (e.g., Intersections, Backing, Operating in Poor Conditions); and (3) review of a topical safety video. These meetings also offer drivers a forum to voice their observations, issues and concerns.

ECC continues to evaluate and utilize other beneficial training programs, including PPTA "PennTrain" and other industry-related programs. ECC has also retained guest speakers to discuss various topics such as minimizing back, neck and shoulder injuries and general health matters (diet, fatigue, stress factors, etc.).

ECC's on-road quality assurance ride-along program ensures that drivers receive regular on-board feedback on their driving and customer service skills. For experienced drivers with no accidents or incidents, ride-alongs may only occur once a year. First-year drivers can have as many as three ride-alongs in their first year after the initial training period. We find these ride-alongs to be a good refresher to drivers that keeps them focused on the Smith System tenets of maintaining a safe cushion of space around their vehicles as circumstances dictate and keeping their eyes moving.

In addition to regularly scheduled ride-alongs with all drivers, ECC Safety and Training staff also performs unannounced inspections and observations of our drivers in the field as part of ECC's on road quality assurance program.

Any driver about whom we get a complaint, or who has been involved in a significant preventable accident or incident (often noted via DriveCam) will get remedial training that could include some or all of the following: (1) a remedial ride-along/skills assessment shortly after the incident in question; (2) a repeat of the BTW training for a few days, and; (3) a road test. A written progressive discipline policy is in effect and followed throughout our organization

APPENDIX I

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Appendix I

Statement of Transferee's Experience

Background

Easton Coach Company ("ECC") has been providing a wide range of passenger ground transportation in Pennsylvania and New Jersey for over 20 years.

In recent years, ECC has demonstrated strong and consistent growth, as evidenced by the increase in the number of vehicles and employees over the years:

<u>Year End</u>	<u># of Vehicles</u>	<u># of Employees</u>
2002	115 vehicles	190 employees
2003	120 vehicles	205 employees
2004	128 vehicles	212 employees
2005	163 vehicles	260 employees
2006	216 vehicles	330 employees
2007	270 vehicles	488 employees
2008	345 vehicles	588 employees
2009	370 vehicles	617 employees
2010	418 vehicles	634 employees
2011	411 vehicles	610 employees
2012	422 vehicles	632 employees
2013	395 vehicles	601 employees

ECC currently operates 13,100,000 vehicle miles transporting over 1,800,000 people per year.

Experience

ECC is a highly experienced provider of contracted paratransit services similar in scope and description to the TransNet program. Below are summaries of all of ECC's current paratransit contracts.

LANta – LANtaVan Paratransit – ECC is the sole contractor providing paratransit services to The Lehigh and Northampton Transportation Authority ("LANta"), has been operating portions of LANtaVan service contract since 1988, and in mid-2006 assumed responsibility for the entire system. ECC provides the drivers and is responsible for hiring, training, and safety (utilizing PennScore), maintenance, dispatch, scheduling, customer call center and all insurance. ECC utilizes ~190 employees in the LANta operation of which 156 are drivers. ECC operates the 130 LANta-owned vehicles serving 450,000 passengers annually and logging 4.8 million miles annually for LANta.

Red Rose Access Paratransit Services – In 2008, ECC was awarded the contract to provide all paratransit services in Lancaster County, PA for Red Rose Transit Authority's Access Service. This program consists of 64 to 84 vehicles (based on seasonality) including 54 accessible vans and employees 115 year round people and up to 140 seasonal employees at our full service facility Lancaster. The RRTA service delivers 310,000 trips a year and covers 2.2 million miles.

Berks Area Regional Transportation Authority (BARTA) – In 2004, ECC commenced a paratransit contract with BARTA in south-central Pennsylvania that involves the transportation of roughly 80,000 passengers annually in 24 vehicles covering about 550,000 miles each year. ECC is responsible for most facets of the operations including driver hiring and training, maintenance, dispatch, scheduling and insurance.

Capital Area Transit (CAT) Paratransit Services – In 2006, ECC began providing wheelchair and ambulatory paratransit services to CAT. ECC currently operates 18 accessible vans which supplement the transit authority's fleet of paratransit vans.

Carbon County Community Transportation (CCCT) –ECC operates 25 wheelchair accessible vans for CCCT and employs 37 people (including 30 drivers) in the operation. ECC has been running the contract since 1996. The CCCT service transports over 80,000 passengers in about 30,000 service hours covering about 700,000 miles each year.

Warren County (NJ) Transportation – In late 2010, ECC was awarded the contract to operate all facets of the county's transportation program, including fixed route and paratransit service.. ECC operates 23 vehicles ranging in size from minivans to 35 passenger buses for the County system, which has transports 120,000 passengers and covers nearly 1,000,000 miles per year.

New Jersey Transit Region #3 – in early 2012, ECC was awarded a seven-year contract to provide ADA services to NJ Transit for its southern New Jersey region including Atlantic, Cape May, Cumberland, and southern Ocean Counties. Commencing in mid-2013, ECC operates 32 vehicles and provides about 50,000 service hours per year.

ADA and Hospital Support Services – In addition to these larger paratransit contracts, ECC operates several other paratransit contracts for regional transit authorities and private hospitals including Hazleton Public Transit of Hazleton, PA, Good Shepherd Rehabilitation Hospital, and Warren Hospital in Phillipsburg, NJ.

In addition to our paratransit work, ECC provides motorcoach, trolley, and fleet service, through the company's 31 motorcoaches and 12 other company-owned buses and vans, and as well as client-owned vehicles, including:

Tour Customers – ECC provides over-the-road motorcoach service to several large regional and national tour operators. These trips are typically multi-day destination tours and account for about one million miles annually.

College/University Athletic Department Customers – ECC currently provides contractual transportation services to several regional universities/colleges (Lafayette College, Lehigh University, Eastern University, and East Stroudsburg University) as well as charter services for several regional school and group trips.

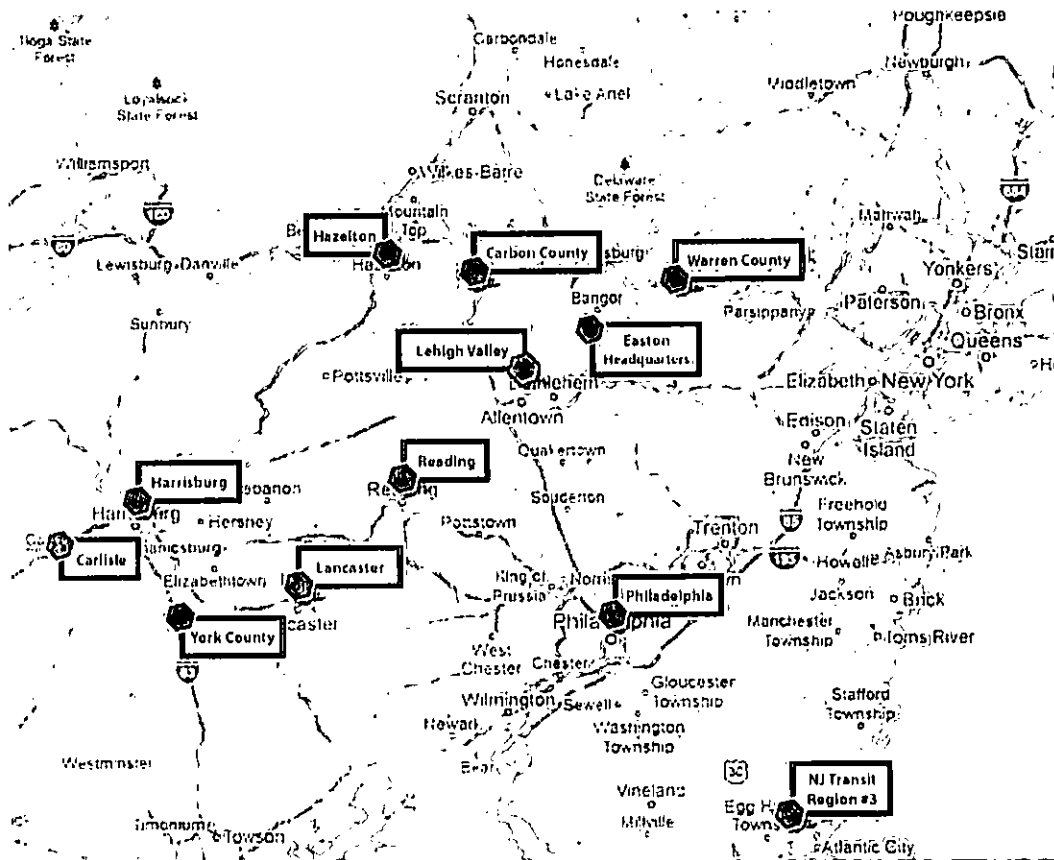
College/University Campus Shuttle Customers – ECC operates multi-vehicle campus shuttles for East Stroudsburg University, Lancaster General College, and Eastern University's Philadelphia charter school program. We also provide corporate campus shuttle services for Sanofi-Pasteur in Swiftwater, PA.

Airport and Airline Customers – ECC provides various services including all parking lot shuttles for Lehigh Valley International Airport and six daily "bus-flights" for Continental Airlines between the Newark and Lehigh Valley Airports.

Other Customers – ECC also provides motorcoach, shuttle van, and trolley services for local businesses, school and social groups, charters, events and other needs.

Company Locations

ECC maintains its corporate headquarters, motorcoach operations, central maintenance facility and professional support services office located in Easton, PA. ECC's operations presently include additional supported operations with full operating facilities located in Reading, Nesquehoning, Whitehall, Harrisburg, and Lancaster, PA as well as Pleasantville and Phillipsburg, NJ. We also have smaller operations in Hazleton and Carlisle, PA



ECC Locations

APPENDIX J

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Appendix J

Statement of Maintenance Program

ECC Maintenance Overview

The Easton Coach Company (“ECC”) maintenance department services a fleet of 395 vehicles at our various locations:

- Easton, PA (Paratransit – LANta and Warren County, and Motorcoach)
 - ~130 Paratransit vehicles, 30 motor coaches and transit buses, 4 trolleys, 7 minibuses, 2 service trucks, 4 shuttle vans
 - 9 mechanics
 - 4 maintenance bays (2 pits & 2 lifts) and 1 wash bay
- Whitehall, PA (Paratransit & Hospital Support Services)
 - ~50 paratransit vans, 2 shuttle buses, 1 minibus, 1 service truck
 - 3 mechanics
 - 3 maintenance bays and 1 wash bay
- Nesquehoning, PA (Paratransit – Carbon County)
 - 25 paratransit vans
 - 1 FT and 1 PT mechanic
 - 2 maintenance bays (1 lift)
- Lancaster, PA (Paratransit & Shared Ride Services – RRTA, BARTA, CAT)
 - ~60 paratransit vans, 9 passenger vans, ~25 minivans, 6 shuttle buses, 1 service truck
 - 4 mechanics/2 staff
 - 3 maintenance bays, 2 lifts and 1 wash bay
- Pleasantville, NJ (Paratransit – NJ Transit Region #3)
 - 22 paratransit vans and 10 sedans
 - 3 FT mechanics
 - 3 maintenance bays (1 lift and a service pit)

In addition, ECC shall operate the following additional maintenance locations to service an additional 80 vehicles upon transfer of the rights pursuant to this application:

Norristown, PA

- 45 paratransit vans and other vehicles
- 1 FT and 1 PT mechanic
- 2 maintenance bays (1 lift)

North Wales, PA

- 35 paratransit vans and other vehicles
- 1 FT and 1 PT mechanic

- 2 maintenance bays (1 lift)

All ECC mechanics are required to have a PA State safety inspection license. A CDL license is also required for those mechanics authorized to work on CDL vehicles. In addition, ECC mechanics also hold air-conditioner certification, brake certification, and other manufacturer-sponsored certification programs including those by Ford, Van Hool, Jasper engines, Ricon and Braun (wheelchair lifts), Allison (transmissions), and Blue Bird.

Responsibilities include periodic maintenance, driver VIRs, other interval maintenance, repairs, and record-keeping. The majority of work is performed internally, while the maintenance management also coordinates outsourced work.

Preventative Maintenance Procedures

ECC maintenance standards are typically dictated by our contracts and will be customized to meet all client requirements. These standards shall apply to the additional maintenance operations proposed above to service the additional 80 vehicles upon transfer of the rights pursuant to this application. In any case, our maintenance standards include:

- Fluid changes
 - Engine oil at every PM
 - Transmission oil – every 10,000 miles (or every other PM)
 - Coolant re-filled
 - Power steering and brake fluid levels checked and filled as needed
- State inspection-level examination
 - Brakes (lining, fluid, rotors)
 - Tires (changed if needed)
 - Belts/idler pulleys checked
 - Suspension (ball joints, bushings, shocks, frame)
 - Heating and A/C systems
 - Other engine (check for leaks, hoses, fuel system, exhaust system)
 - Other general (glass, exterior and interior lights, fire extinguisher, wipers & washer system, horn)
- Paratransit vans
 - Wheelchair lift checked and lubricated
 - Wheelchair securement belts and tracks inspected
 - Safety devices (belt cutters)
 - Two-way radios

Other mandatory maintenance and intervals include:

- Fuel and air filters – 30,000 miles
- Fan belt – 50,000 to 60,000 miles
- Belts/idler pulleys – 110,000 to 120,000 miles

- Alternators/batteries – upon suspicion of pending failure (40,000 to 80,000 miles)
- Generally all other work performed on an as needed basis

In addition to scheduled PM, driver initiated maintenance includes:

Driver Daily Pre-Trip

- Under the Hood Inspection
 - Fluid checks (engine oil, brake fluid, coolant, power steering, washer)
 - Belts
 - Battery terminals
- Exterior
 - Check exterior lights
 - Check for signs of leaks
 - Tires (pressure & tread)
 - Tailpipe
 - Wheelchair lift
- Interior
 - Check signals, gauges, radio & MDT
 - First aid kit on-board and stocked
 - Belt cutter
 - 5 complete sets of wheelchair securement straps
 - Fire extinguisher

Driver Daily Post-Trip

- Refuel
- Clean interior and dispose of trash
- Complete and turn in Vehicle Inspection Report as needed

Vehicle Inspection Report

- Completed and turn in to maintenance department (including driver meeting with mechanics as deemed necessary)

Vehicle Damage, Repairs, and Records

ECC tracks all vehicle repairs and PMs in permanent hard copy and electronic files by vehicle. All internal work performed by ECC mechanics is documented on an ECC service form that is filed by vehicle. Outsourced work orders are also maintained separately within the vehicle permanent files. All maintenance work is then recorded in ECC's maintenance software system.

ECC has adopted the Dossier software system by Arsenault Associates for our maintenance operations. According to Arsenault's website:

Dossier software serves a growing customer base of more than 3,500 fleets that operate over 500,000 pieces of equipment. Customers include large Fortune 100 corporate fleets, as well as mid and small size fleets in a wide variety of industries like trucking, concrete, construction, food, beverage, education, marine, government agencies, and more. Dossier manages a variety of vehicles including tractors, trailers, trucks, buses and autos, plus construction and material handling equipment. Arsenault has provided maintenance management expertise to fleets of all sizes since 1979. For more information, visit www.arsenault.biz.

Dossier functions include PM scheduling, repair orders and histories, cost controls, parts inventory control with auto reordering, work pending, budgeting, warranty management, bar coding, and other features.

ECC vehicles are kept free of body damage. Upon damage of a vehicle, repairs are commenced immediately and completed as soon as practical.

ECC utilizes the Dossier software system to maintain a daily report of vehicles due for service as well as any vehicles out of service due to mechanical reasons, damage, or other reasons. Mileage is tracked independently and separately captured in Dossier to ensure compliance with PM and other interval programs. These records will capture data on all mechanical and body work performed on each vehicle, including details on the repairs, the mechanic(s), dates and repair times, parts used, and warranty repairs.

Parts and Warranty

No used mechanical or body parts will be used in the repair or maintenance of ECC vehicles. All parts, supplies, and materials are procured from reputable commercial sources of such items and tracked in the inventory module of the Dossier software system, and complete purchase orders and payment histories will be maintained for all parts and supplies. Our preference would be to contract with local vendors for most of our parts to show our commitment to the local community and to minimize turnaround time in getting vehicles back on the road.

ECC will maintain complete paper and Dossier records of warranty repairs performed on each vehicle, and will include those records within the vehicle permanent files. ECC will assume responsibility to establish arrangements for warranty service at appropriate, reputable dealerships.

Inventory System

ECC maintains a comprehensive parts inventory management system using ECC's Dossier Maintenance Management System. The software program uses bar coding to track each part from the time it enters the system until it is used for vehicle repair or maintenance or otherwise disposed of. A master file of all parts in inventory throughout ECC maintenance facilities is managed by team members dedicated to this task at our corporate headquarters in Easton, PA.

The maintenance management software system logs parts usage by work order. ECC will provide its computerized parts/inventory management system that is capable of generating a complete inventory by part number/cost and tracking the usage history for each part placed in inventory. Parts are bar coded and entered into the system upon receipt. Technicians scan the bar code when a part is used to PM or repair a unit. The software system adjusts the inventory while it records the part and part cost on the work order.

Inventory thresholds are set for each part and the software system provides a color-coded system so that technicians, managers and the parts clerk can readily identify items at full inventory, low inventory and ready for reorder at a glance. The program generates full reports on complete inventory, history of usage for each part, low inventory and reorder items. Our inventory system assures that parts are available, can be located, and are reordered in a timely manner.

Outside Vehicle Repair

As addressed above, ECC performs the majority of its maintenance work internally. When repairs are outsourced, the same level of detailed record-keeping ensues.

All PM work, including vehicle inspections fluid changes, state inspection level examinations, paratransit van specific maintenance (lifts, securement/safety devices, and radios), bulbs, tires, filters, belts, pulleys alternators, batteries, and most other “as needed work, is completed in-house. Only new tires are installed on all ECC operated vehicles. Typically, at most of our locations, other major work is performed in-house by ECC maintenance includes transmissions, rear-end suspensions, fuel injectors, engine swaps, and minor to mid-level body work. Maintenance work is occasionally outsourced by ECC only for certain kinds of major body work (generally requiring frame-straightening) and for occasional unique repairs.

Outsourced maintenance work is also tracked by vehicle and recorded and maintained in the permanent vehicle files (both hard files and Dossier). These records capture data on all outsourced mechanical and body work performed on each vehicle, including details on the repairs, the mechanic(s), dates and repair times, parts used, and warranty repairs. Outside vehicle repair records will be maintained as part of the permanent vehicle files at ECC’s maintenance facility and available for client inspection and review.

Wash Bay/Vehicle Cleanliness

Most of ECC’s maintenance facilities (including the Easton, Whitehall and Carbon facilities) have an indoor wash bay area. All ECC operated vehicles are inspected daily for vehicle cleanliness and overall appearance. The ECC wash bay attendant will perform daily cleaning, combined with exterior wash and complete interior cleaning (glass, upholstery, belts, etc.) on an “as needed” basis but at least twice per week (and more as needed during inclement weather). Major cleanings will occur at least once every month, with vehicles waxed and upholstery cleaned as frequently as necessary.