

A-00106803F1

APPLICATION

F1 AMD

RHOADS & SINON

HENRY W. RHOADS
ROBERT H. LONG, JR.*
SHERILL T. MOYER
JAN P. PADEN
RICHARD B. WOOD
LAWRENCE B. ABRAMS III*
J. BRUCE WALTER
JOHN P. MANBECK
FRANK J. LEBER
P. STEPHEN SHIBLA
CHARLES L. SIECK*
PAUL A. LUNDEEN
JACK F. HURLEY, JR.
NATHAN H. WATERS, JR.
DAVID B. DOWLING
DAVID F. O'LEARY
DAVID O. TWADDELL

CHARLES J. FERRY
STANLEY A. SMITH
JENS H. GAMGAARD*
DRAKE D. NICHOLAS
THOMAS A. FRENCH
DEAN H. DUBINBERRE
DONNA M.J. CLARK
CHARLES E. GUTSHALL
LUCY E. KNISELEY
PAUL F. WESSELL
KATHLEEN J. HAYNES
SHAWN D. LOCHINGER
JOHN B. CONSEVAGE
TIMOTHY M. ANSTINE
JESSE R. RUHL
LORI J. MCELROY
KIMBERLY ALBRIGHT NOEL
JENNIFER J. PATTON

ATTORNEYS AT LAW
DAUPHIN BANK BUILDING
TWELFTH FLOOR
ONE SOUTH MARKET SQUARE
P.O. BOX 1146
HARRISBURG, PA 17108-1146
TELEPHONE (717) 233-5731
FAX: (717) 232-1459

OF COUNSEL
FRANK A. SINON

PAUL H. RHOADS
1907-1984
JOHN M. MUSSELMAN
1919-1960
CLYLE R. HENDERSHOT
1922-1980

AFFILIATED OFFICE:

SUITE 301
299 W. CAMINO GARDENS BLVD
BOCA RATON, FL 33432
TELEPHONE (407) 395-5595
FAX (407) 395-9497

DIRECT DIAL NO.
FILE NO.

*ALSO ADMITTED TO THE FLORIDA BAR

Re: Application of Kleins' Bus Service, Inc. -
Transfer from Reeder's, Inc.

July 9, 1992 A 106803 F1A-D

John G. Alford, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

RECEIVED

JUL 10 1992

SECRETARY'S OFFICE
Public Utility Commission

Dear Secretary Alford:

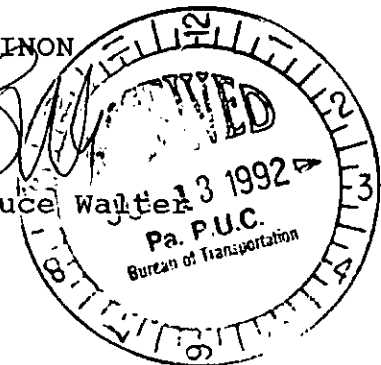
Enclosed you will please find an original and two (2) copies of the above referenced application for transfer of the remainder of the authority of Reeder's, Inc. to Kleins' Bus Service, Inc., together with a check made payable to the Commission in the amount of \$350 as payment of the filing fee.

Very truly yours,

RHOADS & SINON

By:

J. Bruce Walter
Pa. P.U.C.
Bureau of Transportation



JBW/dah

Enclosures

cc: John C. Bradley, Jr., Esquire
Kleins' Bus Service, Inc.
Reeder's, Inc.



RHOADS & SINON

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FAX (407) 395-9497

*ALSO ADMITTED TO THE FLORIDA BAR

A106803
FILED

DIRECTORIAL NO. 04
FILE NO.

Re: Kleins' Bus Service

July 14, 1992

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

Attention: Mr. David Erhart, Applications Section
Bureau of Transportation

Dear Mr. Erhart:

Enclosed herewith please find a check in the amount of \$150 to be attached to the \$200 check which was previously forwarded with the PUC Application.

Very truly yours,

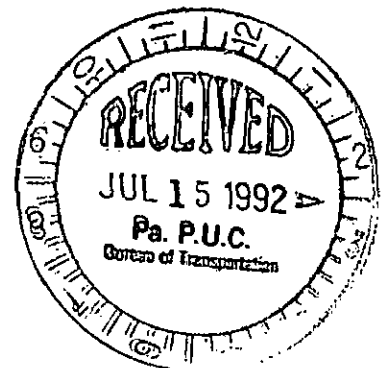
RHOADS & SINON

By: 
J. Bruce Walter

JBW/dah

Enclosure

DOCUMENT
FOLDER



AS20

92

PUC

645915

UT CODE: 645915

NAME: REEDER'S, INC.

UT TYPE: BS

T/A:

WOODLAND AVENUE
MODENA PA 19358

A-00091213

BALANCE

BILLING REGISTER
PAYMENTS

REVENUE

| AMOUNT | TYPE | DATE |
|------------|------|----------|
| \$30.00 | | 02/05/92 |
| \$1,828.00 | | 08/11/92 |

| AMOUNT | TYPE | DATE |
|-----------|------|----------|
| \$326,384 | R | 03/31/92 |

1
2
3
4
5
6
7
8
9
10
11
12

CURRENT:
ADD1:
ST

\$1,828.00 06/04/92

PRIOR:
ADD2:

\$30.00

AR21 A-00091213 YEAR 91 UTILITY TYPE: BS STATUS: A
 COMPANY NAME: REEDER'S, INC.
 TRADE NAME: .
 REVENUES INTRASTATE:
 SCHEDULED 0000181036 GROUP + PARTY 0000145348 CALL OR DEMAND 0000000000
 LIMOUSINE 0000000000 AIRPORT 0000000000 PARA-TRANSIT 0000000000
 FREIGHT 0000000000 OTHER 0000000000 TOTAL-INTRA 0000326384

 TOTAL INTERSTATE 0000167779 TOTAL OPERATING REVENUE 0000494163
 EXPENSES:
 DEPRECIATION 0000038903 OPERATING TAXES 0000032135 RENTS 0000032617
 EQUIPMENT MAINTENANCE 0000090554 TRANSPORTATION 0000164814
 PURCHASE TRANS 0000000000 CONTRA 0000000000
 TERMINAL 0000000000 TRAFFIC 0000004876 INSURANCE 0000093065
 ADMINISTRATIVE 0000089285 TOTAL OPERATING EXPENSES 0000546249

 OPERATING RATIO BEFORE TAXES 1.10 O/R AFTER GAIN (LOSS) FROM ASSET 1.10
 POSTED BY: DMM DATE FILED: 03 30 92 DISP.

IN21

A-00091213

INSURANCE COMPANY CARGO
POLICY NUMBER CARGO
EFFECTIVE DATE CARGO
ACTIVITY CODE

STATUS

SUSPEND DATE

INSURANCE COMPANY LIABILITY
POLICY NUMBER LIABILITY
EFFECTIVE DATE LIABILITY
ACTIVITY CODE

LANCER INS CO

BA 124525

06 15 91

STATUS

N

SUSPEND DATE

01

INSURANCE COMPANY BOND
POLICY NUMBER BOND
EFFECTIVE DATE BOND
ACTIVITY CODE

STATUS

SUSPEND DATE

REMARKS:

ACTION DATE

STATUS CODES:

N = Current Insurance in Force

I = Indefinite Suspension

S = Authority Suspended

C = Authority Cancelled

NAZ1 645915

UTILITY TYPE BS STATUS A CLASS S DIVISION ASSESS. CODE

TRANS SUB-TYPE TK GP SR CHANGE SUB-TYPE

COMPANY NAME REEDER'S, INC.

T/A OR ADDRESS

STREET ADDRESS WOODLAND AVENUE

CITY MODENA STATE PA ZIP CODE 19358

APPLICATION NO A-00091213 APPL. CODE - DATE A 071064

COUNTIES

CHANGE COUNTY

T

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

RECEIVED

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION JUL 10 1992

SECRETARY'S OFFICE
Public Utility Commission

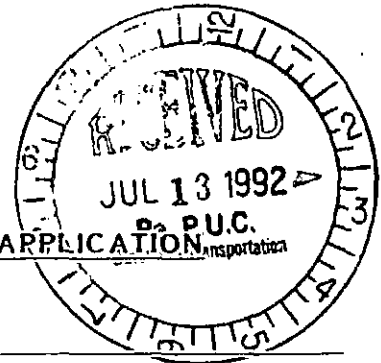
Application of Kleins' Bus Service, Inc.
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right
as a common carrier, described at Docket
(common-contract) F.1, Am-A and
No. A.91213 and, Folder No. F.1, Am-B, issued to
Reeder's, Inc.
(Transferor-Seller)

PUC USE ONLY
Docket No. A 106803
Folder No. F1A-D

for transportation of persons
(persons-property)

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION



- Kleins' Bus Service, Inc.
(Full and correct name of applicant/transferee)
- _____
(Trade name, if any)

The trade name _____ been registered with the Secretary of the
(has or has not)

Commonwealth on _____ (attach copy of stamped registration form.)
(date)

- _____
(Business Street Address) P.O. Box 246
(P.O. Box, if any)
Douglasville Berks PA 19518 (215)
(City) (County) (State) (Zip) (Telephone)

*7-31-92 Alby waltzer not until 8/15/92 Lett messenger for Secretary
Denise Hesse returned call. Will check Ass papers*

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
AUG 27 1992
ENTRY No. AD

4. Applicant's attorney (for this application) is:
J. Bruce Walter, Rhoads & Sinon, One South Market Square,
P.O. Box 1146, Harrisburg, PA 17108-1146 (717) 233-5731

(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: Kleins' Bus Service, Inc., P.O. Box 246, Douglasville, PA PA

(Name) (Address) 19518

Transferor: Reeder's, Inc., Box 156, Madena, PA 19358

(Name) (Address)

6. Applicant does hold Pa. PUC authority under Docket Number
(does or does not)

A- and operates as a common carrier.
(common or contract)

7. Applicant does hold Interstate Commerce Commission authority
(does or does not)

at Docket No. _____.

8. Applicant is (check one):

Individual.

Partnership. Must attach a copy of the partnership agreement (unless a copy is presently on file with PUC), and list names and addresses of partners below (use additional sheet if necessary).

(Name) (Address)

Corporation. Organized under the laws of the State of _____

and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on _____ (Attach copy of Certificate of Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder.

9. If applicant, its stockholders or partnership members are in control of or affiliated with any other carrier, state name of carrier(s), Docket Number(s) and nature of control or affiliation.

N/A

10. Applicant proposes to acquire all of the operating rights now held
(all or part)
by transferor. Attach sheet describing rights to be transferred to applicant
and rights to be retained by transferor, if any. If any rights are to be omitted,
give reasons.

11. The reason for the transfer is _____

12a. The following must be attached:

- Sales Agreement.
- List of equipment to be used to render service. (summarize by type)
- Operating authority to be transferred/retained.
- Statement of Financial Condition.
- Statement of unpaid business debts of transferor and how they will be satisfied.
- Statement of safety program.
- Statement of transferee's experience.

b. Attach the following, as appropriate (check those attached):

- Partnership Agreement.
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporation only)
- Certificate of Authority. (Foreign ((out-of-state)) Corporation only)
- Statement of corporate charter purpose. (corporations only)
- List of corporate officers and stockholders. (corporations only)
- Copy of short form certificate showing date of death of transferor and name of executor or administrator/administratrix.

- 13. Transferor attests that all general assessments and fines are paid, that no annual reports are due 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.

KLEINS' BUS SERVICE, INC.

Transferee sign here: By: *[Signature]* 6/15/92
(each partner must sign) (Date)
(Corporate Seal)

REEDER'S, INC.

Transferor sign here: By: *[Signature]* 6/15/92
(Corporate Seal)

STATEMENT OF FINANCIAL CONDITION

INCOME STATEMENT

For the 12-month period ending _____
(Date)

REVENUE and GAINS

Operating Revenue _____
Net Revenue from non-carrier operation _____
Dividend and Interest revenues _____
Other non-operating revenue _____
Gains _____
Total Revenue and Gains _____

EXPENSES

Equipment Maintenance and Garage Expense _____
Insurance Expense _____
Employee Salaries _____
Supervisory Salaries _____
Officer Salaries _____
Fuel Expense _____
Purchased Transportation (Lease Expense) _____
Materials and Supplies Expense _____
General Office Expense _____
Advertising Expense _____
Telephone Expense _____
Accounting Expense _____
Legal Expense _____
Uncollectible Revenue _____
Depreciation Expense _____
Amortization _____
Operating Taxes and Licenses _____
Rent Expense _____
Loss _____
Total Operating Expense and Losses _____

Net Income before Taxes _____
Provision for Income Taxes _____
Net Income _____

STATEMENT OF FINANCIAL POSITION (Balance Sheet)

as of _____
Date

ASSETS

CURRENT ASSETS

| | | |
|--------------------------------|-------|-------|
| Cash | _____ | |
| Accounts Receivable | _____ | |
| Notes Receivable | _____ | |
| Other current assets (Specify) | _____ | |
| Total current assets | _____ | _____ |

TANGIBLE ASSETS

| | | |
|---|---------|---------|
| Land | _____ | |
| Motor Vehicle Equipment | _____ | |
| Less: Accumulated Depreciation | - _____ | = _____ |
| Buildings and Structures | _____ | |
| Less: Accumulated Depreciation | - _____ | = _____ |
| Investments and Funds (Specify) | _____ | |
| Intangible Assets | _____ | |
| Other assets (Such as advances and idle equipment - specify) | _____ | _____ |

LIABILITIES

Current Liabilities (liabilities due within one year of date)

| | |
|-------------------------------------|-------|
| Accounts Payable | _____ |
| Notes Payable | _____ |
| Equipment Obligations | _____ |
| Other Liabilities (attach schedule) | _____ |
| Total Current Liabilities | _____ |

Long Term Liabilities (liabilities due after one year of date)

| | |
|-------------------------------------|-------|
| Accounts Payable | _____ |
| Notes Payable | _____ |
| Equipment Obligations | _____ |
| Other Liabilities (attach schedule) | _____ |
| Total Long Term Liabilities | _____ |
| Total Liabilities | _____ |

Net Worth (partnerships & individuals) _____

OWNERS EQUITY (Corporations only)

| | |
|---|-----------------|
| Capital Stock (Corporations only) | _____ |
| Additional paid-in capital | _____ |
| Retained Earnings (Corporations only) | _____ |
| Less: Treasury Stock | - _____ = _____ |
| Total Owner's Equity (Corporations only) | _____ |
| Total Liabilities & Owner's Equity (Corporations only) | _____ |

THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEREE/APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

_____, being duly sworn (affirmed) according to law, deposes and says that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and he expects to be able to prove the same at the hearing hereof.

Signature of Affiant

Sworn and subscribed before me this _____
day of _____ 19 _____
My Commission Expires _____

Signature of Official Administering Oath

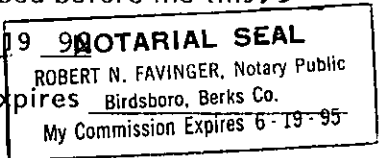
AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
BERKS _____ County :

William Klein, being duly sworn (affirmed) according to law, desposes and says that he is President of Kleins' Bus Service, Inc.,
(Office of Affiant) (Name of Corporation)
that he is authorized to and does make this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said Kleins' Bus Service, Inc. to be able to prove the same
(Name of Corporation)
the same at the hearing hereof.

William Klein
Signature of Affiant

Sworn and subscribed before me this 15TH
day of June 19 90
My Commission Expires Birdsboro, Berks Co.



Robert N. Favinger
Signature of Official Administering Oath

THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

_____, being duly sworn (affirmed) according to law,
deposes and says that the facts above set forth are true and correct; or are true and correct
to the best of his knowledge, information and belief and he expects to be able to prove the same
at the hearing hereof.

Signature of Affiant

Sworn and subscribed before me this _____
day of _____ 19 ____
My Commission Expires _____

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

_____, being duly sworn (affirmed) according to law,
deposes and says that he is _____ of Reeder's, Inc. _____;
(Office of Affiant) (Name of Corporation)

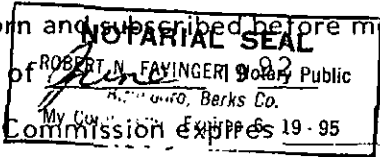
that he is authorized to and does make this affidavit for it; and that the facts above set forth
are true and correct; or are true and correct to the best of his knowledge, information and belief
and that he expects the said _____ Reeder's, Inc. _____ to be able to prove the
(Name of Corporation)

same at the hearing hereof.

Robert M. Kusnierz

Signature of Affiant

Sworn and subscribed before me this 15th
day of _____
My Commission Expires _____



Robert M. Favinger

Signature of Official Administering Oath

RECEIVED

JUL 10 1992

SECRETARY'S OFFICE
Public Utility Commission

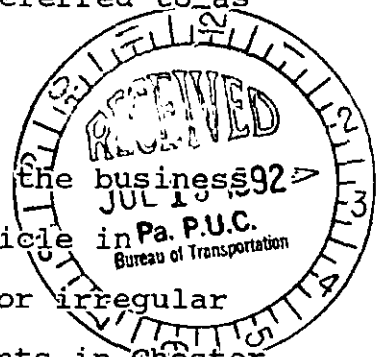
ASSET PURCHASE AGREEMENT

THIS AGREEMENT made this 2nd day of June, 1992

(hereinafter referred to as the "Agreement"), by and between REEDER'S INC., a Pennsylvania corporation, having its principal place of business at Box 156, Modena, Pennsylvania 19358, (hereinafter referred to as the "Seller"); and KLEIN'S BUS SERVICE, INC., a Pennsylvania corporation having its principal place of business at Douglassville, Amity Township, Berks County, Pennsylvania and a mailing address of P.O. Box 246 Douglassville, Pennsylvania, 19518 (hereinafter referred to as "Buyer").

WITNESSETH:

Seller has been and is currently engaged in the business of operating as a common carrier by motor bus vehicle intrastate and interstate commerce, over regular or irregular routes, transporting passengers, beginning at points in Chester County, south of the Pennsylvania Turnpike and from points in said territory to points in Pennsylvania, transporting passengers in charter and special operations beginning and ending at points in Pennsylvania and Delaware, and extending to points in the United States, except Alaska and Hawaii, (hereinafter referred to as the "Business"). The Seller wishes to sell to Buyer all assets associated with the operation of the Business. Seller therefore desires to sell to Buyer and Buyer therefore desires to purchase from Seller, subject to the terms and conditions set forth herein, the assets of the Business.



NOW, THEREFORE, and INTENDING TO BE LEGALLY BOUND HEREBY, Buyer and Seller agree as follows:

1. PURCHASE AND SALE OF ACQUIRED ASSETS.

Subject to the terms and conditions contained herein, on the Closing Date (as hereinafter defined in Section 6 of this Agreement and hereinafter referred to as the "Closing"), Seller shall sell, transfer and assign to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to the "Acquired Assets" as that term is hereinafter defined.

1.1 Acquired Assets. The "Acquired Assets" shall consist of the following:

(a) One (1) 1984 coach bearing vehicle,
MC-9 VIN # 1M89CM8AOEP039156.

One (1) 1979 coach bearing vehicle,
MC-9 VIN # S 13789

(b) All customer lists of the Seller together with all Charter deposits for trips occurring after June 15, 1992. Included with this list is an arrangement whereby the parties agree that after June 15, 1992 all calls for service by the Seller will be forwarded to Buyer by using "call forwarding". A copy of the Seller's customer list is attached hereto, made a part hereof and marked Exhibit "A".

(c) All right, title and interest in the Interstate Commerce Commission Certificate of Public Convenience and Necessity Number MC - 36578 Sub 18, which gives the Seller the right to operate as a common carrier by motor vehicle

on interstate or foreign commerce, over irregular routes, transporting passengers in charter and special operations, beginning and ending at points in Pennsylvania and Delaware, and extending to points in the United States., (except Alaska and Hawaii). A copy of which is attached hereto, made a part hereof and marked Exhibit "B".

(d) All right, title and interest of the Seller in Pennsylvania Public Utility Certificate filed to Application Docket No. 91213, and amendments thereto, copies of which are attached hereto and marked Exhibit "C".

For purposes of paragraph 1.1(c) and 1.1(d), the parties acknowledge that the transfer of the ICC and PUC rights will not be completed by June 15, 1992 and Seller agrees to have its corporate officers execute any and all documents necessary to confirm the sale of and ownership of these rights in the purchaser.

2. PURCHASE PRICE.

2.1 Purchase Price. The consideration for the Acquired Assets (the "Purchase Price") shall be One Hundred Seventy Thousand Dollars (\$170,000.00) payable as follows:

(a) Ten Thousand and 00/100 Dollars (\$10,000.00) at the time of signing this Agreement.

(b) One Hundred Thirty-Five Thousand and 00/100 Dollars (\$135,000.00) on or before June 15, 1992.

(c) The balance of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) when both the ICC and PUC have

approved the transfer of all rights from the Seller to the Buyer.

(d)The parties acknowledge that the purchase of these assets is contingent upon the Buyer obtaining all necessary financing from the main office of the National Bank of Boyertown in Boyertown, PA. In the event the Buyer cannot obtain this financing by June 15, 1992, this Agreement shall become null and void and the Seller shall return the Buyer's downpayment of Ten Thousand and 00/100 Dollars (\$10,000.00) and both parties released from further liability hereunder.

2.2 Allocation. The Purchase Price shall be allocated among the Acquired Assets as follows:

- (a) 1984 MC-9 coach bus vehicle
 VIN # 1M89CM8AOEP039156
 1979 MC-9 coach bus vehicle
 VIN # S 13789 \$150,000.00

 - (b) Customer list and the "call forwarding" arrangement, and the Sellers ICC and PUC rights noted in Exhibit "A" & "B" of this Agreement \$ 20,000.00
- Total \$170,000.00

3. LIABILITIES.

Buyer shall not assume or be responsible for any liabilities, duties and obligations of the Seller of any kind and nature whatsoever. Seller further certifies that they will be using the proceeds from the sale of these assets to pay off any liens and encumbrances that may affect the Buyers title in any way whatsoever to the assets being purchased by the Buyer.

4. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer that:

4.1 Authority, Binding Effect. The Seller has the power and authority to execute, deliver and perform this Agreement and any other instruments and documents required or contemplated to be executed and delivered by the Seller hereunder. This Agreement has been duly executed and delivered by the Seller and constitutes the valid and binding obligation of the Seller, any other instruments and documents to be executed by the Seller hereunder on, prior to or subsequent to the Closing will, when so executed and delivered, constitute the valid and binding obligations of the Seller, enforceable against the Seller, in accordance with the respective terms of each such instrument or document. The performance by the Seller of its obligations hereunder and the consummation of the transactions contemplated by this Agreement will not conflict with or result in a material breach of any of the terms of, or constitute a default under, any agreement or instrument to which Seller is a party or by which it is or may be bound, or result in the creation or imposition of any lien, charge or encumbrance on, or

give to persons other than Buyer any interest or right in, any asset of Seller.

4.2 Absence of Material Adverse Changes; Liabilities; Taxes.

(a) No Material Adverse Changes. Since December 31, 1991, there have been no material adverse changes in the assets, properties, liabilities, obligations, prospects, financial condition or results of any business or businesses conducted by the Seller (other than operating losses in the ordinary course of Seller's business) and in general, the business conducted by Seller has been conducted in all respects only in the ordinary course and consistent with past practices.

(b) Taxes. The Seller has filed all federal, state, local and foreign income, sales, use, property and other tax returns required to be filed by the Seller and such returns are true and correct. The Seller has paid any and all taxes required to be paid by it with respect to any such return. No notice of any tax lien relating to the Seller has been filed against the Seller or any of its properties or assets in any jurisdiction.

4.3 Title To Acquired Assets. Seller has, as of the date hereof, and at the Closing will have and convey to Buyer through an appropriate bill of sale, good and marketable title to all the Acquired Assets, free and clear of any mortgage, security interest, pledge, lien, conditional sales agreement, claim, restriction, reservation, covenant, encumbrance, charge,

restraint on transfer, or any other title defect of any nature whatsoever.

5. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller that:

5.1 Authority, Binding Effect. The Buyer has the power and authority to execute, deliver and perform this Agreement and any other instruments and documents required or contemplated to be executed and delivered by it hereunder. This Agreement has been duly executed and delivered by the Buyer and constitutes the valid and binding obligation of the Buyer, any other instruments and documents to be executed by the Buyer hereunder on, prior to or subsequent to the Closing will, when so executed and delivered, constitute the valid and binding obligations of the Buyer, enforceable against the Buyer, in accordance with the respective terms of each such instrument or document.

5.2 Brokers Commission. Seller represents and warrants that no finder, broker, or similar agent, has acted on behalf of or has been retained by the Seller in connection with this Agreement, or the transactions contemplated hereby and no finder, broker, or similar agent is entitled to any compensation as a result of Seller's actions in negotiating this Agreement or the transactions contemplated herein.

6. CLOSING. The transfers and deliveries to be made pursuant to this Agreement (herein referred to as the "Closing") shall take place at the offices of Rhoda, Stoudt & Bradley, Esquires, in Reading, Pennsylvania, at 10:00 a.m. on the 15th

day of June, 1992, or such other date as the parties shall agree upon in writing.

7. CONDITIONS TO OBLIGATIONS OF BUYER. The obligations of Buyer and Seller herein, shall at the option of either Buyer or Seller, be subject to the satisfaction of the following conditions prior to the time of Closing; provided, however, that upon the performance of the conditions set forth herein by either party, the nonperformance by the remaining parties shall constitute a breach of the Agreement and the performing party shall have all rights and remedies provided to it pursuant to this Agreement:

7.1 Representations and Warranties. The representations and warranties of Seller given at the time of the execution of this Agreement shall be true and correct at the time of Closing hereunder.

8. CONDITIONS TO OBLIGATIONS OF SELLER. The obligations of the Seller herein, shall at the option of the Seller, be subject to the satisfaction of the following conditions at the time of Closing:

8.1 The Buyer shall have performed at the time of Closing hereunder all of its obligations under this Agreement.

9. COVENANTS OF SELLER. Seller covenants and agrees as follows:

9.1 Taxes. All taxes, franchises, contributions and other charges required to be paid to governmental agencies by the Seller with respect to its operations to the time of Closing and as a result of the sale of assets by Seller to Buyer

pursuant to this Agreement will be paid by the Seller as they become due and Seller shall provide Buyer with proper evidence of these payments.

9.2 Indemnification. Seller agrees to indemnify and hold harmless and defend the Buyer from and against any and all duties, debts, obligations or liabilities (whether rising under account, instrument, document, warranty, contract, violation of common law or other law or otherwise) of Seller, in any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses including, without limitation, reasonable legal fees and litigation expenses, in any manner and at any time arising out of Seller's business, operations, or ownership of the Acquired Assets prior to and up to the date of Closing. In the event of any asserted or actual claim against the Buyer and for which Seller may be obligated to make payment pursuant to this paragraph 9.2, the Buyer shall provide to Seller, notice of such asserted or actual claim and the Seller shall have sixty days from the time of such notice in which to cure the claim.

10. DEFAULT. In the event that any party hereunder defaults on its obligations regarding any term, provision, covenant, warranty or condition contained in this Agreement, and fails to cure such default within a period of ten (10) business days after receiving notice of such default, any party to this Agreement which may be injured as a result of such default may avail itself of all remedies at law or in equity including but not limited to those specific remedies provided for herein.

11. EXPENSES. Each party shall bear its own expenses, including the fees of any attorneys, accountants, or others engaged by such party, in connection with this Agreement and the transactions contemplated hereby, except as otherwise expressly provided for herein.

12. SURVIVAL OF PROVISIONS. The representations, warranties, and covenants contained herein and made pursuant to this Agreement by their respective parties shall survive Closing under this Agreement.

13. SEVERABILITY. In the event any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

14. ASSIGNMENTS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal successors, legal representatives and assigns.

15. ENTIRE AGREEMENT; COUNTERPARTS. This Agreement and the Exhibits and the Appendices attached hereto and the other items specifically identified or contemplated herein contain the entire agreement among the parties with respect to the transactions contemplated hereby and supersede all previous written or oral negotiations, commitments and writings. This Agreement may be executed in several counterparts, and all such counterparts taken together, shall constitute one and the same instrument.

16. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with internal laws of the Commonwealth of Pennsylvania, without giving affect to its conflict of laws rules.

IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto have caused this Agreement to be duly executed by their corporate officers the day and year first above written.

Witness

"Seller"
REEDER'S INC.

By: *Richard M. Kucinski*
President

(CORPORATE SEAL)

Attest: *Paul A. Kusinski*
~~Secretary~~

Witness

"Buyer"
KLEIN'S BUS SERVICE, INC.

By: *Richard Klein*
President

(CORPORATE SEAL)

Attest: *Nancy E. Klein*
Secretary

PENNSYLVANIA PUBLIC UTILITY COMMISSION



RECEIPT

HLS

The addressee named hereunder has paid Pennsylvania Public Utility Commission for the following bill, subject to final collection of check or money order tendered for such payment.

J BRUCE WALTER
PO BOX 1146
HARRISBURG PA 17108

DOCKETED

SEP 15 1992

Date September 10, 1992

CR 148417 A

DOCUMENT
FOLDER

RECEIVED

SEP 11 1992

In re application of Klein's Bus Service Inc
A-106803, P.1, Am-D.....\$350.00

PENNSYLVANIA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE
100 SOUTH THIRD STREET, HARRISBURG, PA 17102

Revenue account 001780-017601-102 (ek)

cks 24900 & 24895 \$350.00 Currency

Utility account 50:26

C. Joseph Neisinger
For Department of Revenue

September 11, 1992

J BRUCE WALTER
ATTORNEY AT LAW
ONE SOUTH MARKET SQUARE
PO BOX 1146
HARRISBURG PA 17108

In re: A-00106803, F. 1, Am-D - Application of Klein's Bus Service, Inc.

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Klein's Bus Service, Inc. for the rights of Reeder's, Inc.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before October 5, 1992. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that Reeder's, Inc. will continue to render the service covered by its certificate and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission.

You are further advised that the above application will be published in the Pennsylvania Bulletin of September 12, 1992.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:RP:rs

cc: Applicant
P.O. Box 246
Douglassville, PA 19518

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
SEP 11 1992
ENTRY No. *JL*

A-00106803, Folder 1, Am-D KLEIN'S BUS SERVICE, INC. (P.O. Box 246, Douglassville, Berks County, PA 19518), a corporation of the Commonwealth of Pennsylvania, inter alia - persons in group and party service, between points in the county of Berks, and from points in said county to points in Pennsylvania, and return; subject to the following condition: That no right, power or privilege is granted to provide transportation from points in the borough of Kutztown, Berks County; SO AS TO PERMIT the transportation of (1) groups and parties of persons, from the city of Coatesville, the boroughs of South Coatesville, Modena, Parksburg and Atglen and the townships of East Fallowfield, Sadsbury, West Caln and West Brandywine, Chester County, to points in Pennsylvania; (2) groups and parties of persons, from the borough of West Chester, Chester County, and within a radius of seven (7) miles of the said borough to points in Pennsylvania; (3) groups and parties of persons, from points in the township of Valley, Chester County, to points in Pennsylvania; and (4) groups and parties of persons and persons on special excursions and tours or sight-seeing trips between points in Chester County, south of the Pennsylvania Turnpike and from points in said territory to points in Pennsylvania; and return; excluding the transportation originating within an airline distance of six (6) statute miles of the limits of the borough of Phoenixville, except as presently authorized; which is to be a transfer of the rights authorized under the certificate issued at A-00091213, F. 1 to Reeder's, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. Attorney: J. Bruce Walter, One South Market Square, P.O. Box 1146, Harrisburg, PA 17108.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin SEP 12 1992

BUREAU OF TRANSPORTATION
COMMON CARRIER
AUGUST 1992

A-00106803
F. 1
Am-D

Application of Klein's Bus Service, Inc., a corporation of the Commonwealth of Pennsylvania, for amendment to its common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, persons in group and party service, between points in the county of Berks, and from points in said county to points in Pennsylvania, and return; subject to the following condition: That no right, power or privilege is granted to provide transportation from points in the borough of Kutztown, Berks County; SO AS TO PERMIT the transportation of (1) groups and parties of persons, from the city of Coatesville, the boroughs of South Coatesville, Modena, Parksburg and Atglen and the townships of East Fallowfield, Sadsbury, West Caln and West Brandywine, Chester County, to points in Pennsylvania; (2) groups and parties of persons, from the borough of West Chester, Chester County, and within a radius of seven (7) miles of the said borough to points in Pennsylvania; (3) groups and parties of persons, from points in the township of Valley, Chester County, to points in Pennsylvania; and (4) groups and parties of persons and persons on special excursions and tours or sight-seeing trips between points in Chester County, south of the Pennsylvania Turnpike and from points in said territory to points in Pennsylvania; and return; excluding the transportation originating within an airline distance of six (6) statute miles of the limits of the borough of Phoenixville, except as presently authorized; which is to be a transfer of the rights authorized under the certificate issued at A-00091213, F. 1 to Reeder's, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions.

NK:rs
9/1/92

Application received: 7/10/92
Application docketed: 8/27/92

NH

DOCKETED
APPLICATION DOCKET
SEP 11 1992
ENTRY No. *[Signature]*

DOCKETED
FOLDER

Protests due

OCT 5 1992