



Buchanan Ingersoll
ATTORNEYS

RECEIVED
BUREAU OF
TRANSPORTATION SAFETY

2002 APR 23 PM 1:26

Vincent A. Vietti
(215) 665-3860
viettiva@bipc.com

PRINCIPAL LOCATIONS

- Philadelphia
- Pennsylvania
- Pittsburgh
- Washington, D.C.
- Washington, D.C.
- Washington, D.C.
- Washington, D.C.
- Washington, D.C.
- Washington, D.C.
- Washington, D.C.

April 22, 2002

VIA FACSIMILE (717) 787-3114
AND FEDERAL EXPRESS

Pennsylvania Public Utility Commission
400 North Street
3rd Floor
Harrisburg, PA 17120
Attention: Mr. Tim Ziegler

*A- 110835
F.Z*

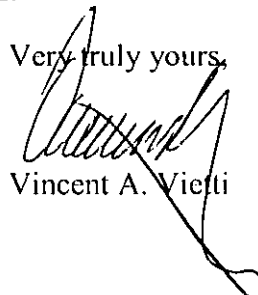
Re: Application for Approval of Transfer and Exercise of
Common Carrier or Contract Rights of Easton Coach Company

Dear Mr. Ziegler:

As discussed, enclosed please find completed Application for Approval of Transfer and Exercise of Common Carrier or Contract Rights of Easton Coach Company as Transferee and Vectour of Pennsylvania, Inc. as Transferor. To confirm receipt of this filing, kindly date or time-stamp the enclosed cover page of the Application and return to the undersigned in the self-addressed stamped envelope provided for your convenience.

We appreciate your assistance in this process.

Very truly yours,


Vincent A. Vietti

VAV/rem
Enclosure
cc: David M. Boucher

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

RECEIVED
OFFICE OF
TRANSPORTATION & SAFETY

2002 APR 23 PM 1:27

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Easton Coach Company
(Applicant/Transferee-Buyer)

for the approval of the transfer and to exercise the right

as a common carrier, described at Docket
(common-contract)

No. _____, Folder No. _____, issued to
VecTour of Pennsylvania, Inc.

(Transferor - Seller)
for transportation of persons
(persons-household goods)

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Easton Coach Company
(full and correct name of applicant/transferee)

2. _____
(Trade name, if any)

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

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

3. 1200 Conroy Place _____
(Business street address) (P.O. Box, if any)

Easton Northampton PA 18040 610-715-9578
(City) (County) (State) (zip) (Telephone)

4. Applicant's attorney (for this application) is: Buchanan Ingersoll Professional Corporation
Vincent A. Vietti, Esq. Eleven Penn Center, 14th Fl.
1835 Market St., Phila., PA 19103 215-665-3860
(Name) (Address) (Telephone)

A. 00118835, F.2

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.

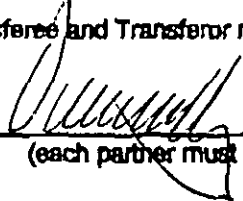
b. Attached the following, as appropriate (check those attached):

- 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. (corporation only)
- Copy of short form certificate showing date of death of transferor and name of executor administrator/administratrix.

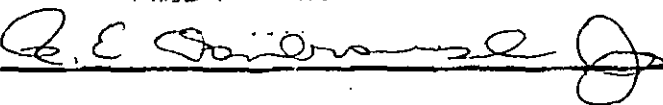
13. Transferor attests that all general assessments and fines are paid, and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.

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.

Transferee sign here:  4-22-02
 (each partner must sign) (Date)

(Corporate Seal)

Transferor sign here: 

(Corporate Seal)

Transferee

*See Attached Proforma Balance Sheet

STATEMENT OF FINANCIAL POSITION (Balance Sheet)
as of _____

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

TOTAL ASSETS

LIABILITIES

Current Liabilities (liabilities due within one year)

Accounts Payable

Notes Payable

Equipment Obligations

Other liabilities (attach schedule)

Total Current liabilities

Long Term Liabilities (liabilities due within one year)

Accounts Payable

Notes Payable

Equipment Obligations

Other liabilities (attach schedule)

TOTAL LIABILITIES

OWNER'S EQUITY (corporation only)

Capital Stock

Additional paid-in captial

Retained Earnings

Less: Treasury Stock

TOTAL OWNER'S EQUITY

Total Liabilities & Owner's Equity

NET WORTH (Partnerships & Individuals): Total assets
minuse Total liabilities

STATEMENT OF FINANCIAL CONDITION

Income Statement

For the 12-month period ending _____

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 Expenses and Losses	_____

Net Income before Taxes	_____
Provision for Income Taxes	_____
Net Income (Loss)	_____

Easton Coach Company was formed on March 18, 2002 and has not conducted any operations.

VERIFICATION OF APPLICATION

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

The undersigned understand(s) 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)

RANDOLPH E. DORNBUSCH, JR. [Signature] 4/19/02
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

TRANSFeree (BUYER)

VINCENT A. VIETTI [Signature] 4/22/02
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

This section must be completed by a representative of the transferor and transferee, if a sole - proprietor by the individual; by all partners, if a partnership; or by the President or Secretary if a corporation.

ADDENDUM

Item 5 - Address of Transferor

VecTour of Pennsylvania, Inc.
610 Sentry Parkway, Suite 200
Blue Bell, PA 19422

Item 6 - Pennsylvania Public Utility Commission Authority

Applicant has filed an application with the Pennsylvania Public Utility Commission for Motor Common Carrier of Persons in Group and Party Service (PUC GP). The status of this application is still pending.

Item 7 - Status of Interstate Commerce Commission Authority

Application has been assigned Motor Carrier number 430400 by the Federal Highway Administration published April 15, 2002. Application has also been assigned Department of Transportation number (DOT #) 1020738.

Item 8 - Stockholders

1. George McFadden, John McFadden and Affiliates - 82.5% of outstanding shares.
2. David M. Bouch r - 17.5% of outstanding shares.

Item 8 - Corporate Officers

1. David M. Boucher - President, Secretary, Treasurer
2. Vincent A. Vietti - Assistant Secretary

Item 8 - Statement of Corporate Purpose

The nature of the business or purpose to be conducted or promoted 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.

Item 12(a) - Statement of Equipment

Applicant will operate 115 commercial vehicles, including 19 motorcoach vehicles.

Item 12(a) - Operating Authority to be Transferred

Pursuant to that certain Asset Purchase Agreement between Applicant and Transferor and pursuant to that certain Pennsylvania Public Utility Commission Form 190, Applicant proposes to acquire Transferor's authority to operate Group and Party Service consisting of 15 passengers or less.

Item 12(a) - Statement of Financial Condition

Please refer to the Pro Forma balance sheet.

Item 12(a) - Statement of Unpaid Business Debts of Transferor and how they will be Satisfied

VecTour of Pennsylvania, Inc. filed for protection under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware. Any unpaid business debts will be governed by the Bankruptcy Court proceedings.

Item 12(a) - Statement of Safety Program

Applicant will comply with the Safety Code for Transportation of Property and Passengers. 52 Pa. Code Ch. 37 (2000).

Item 12(a) - Statement of Transferee's Experience

David M. Boucher currently serves as Chairman and Chief Executive Officer of Cryogenic Transportation, Inc., a trucking company specializing in the carriage of industrial gases. Mr. Boucher will serve as President and Chief Executive Officer of Easton Coach Company, a Pennsylvania based provider of paratransit and charter motorcoach services.

Mr. Boucher served as President, Chairman and Chief Executive Officer of VecTour Inc., a nationwide provider of motorcoach tour, charter and sightseeing service from June 2000 until October 2001. VecTour also provided ground transportation for airlines, cruiselines, tour operators and entertainers on tour with annual revenue of approximately \$125 million.

Between 1994 and 1998 Mr. Boucher served as Senior Vice President, Chief Financial Officer, Secretary and a director of Chemical Leaman Corporation, the largest tank trunk carrier in the United States.

EASTON COACH COMPANY

PRO FORMA BALANCE SHEET

ASSUMES THE CLOSING OF THE ASSET PURCHASE AGREEMENT WITH
VECTOUR OF PENNSYLVANIA, INC.

ASSETS:

Current assets:

Cash 100,000

Other 809,000

Total current assets 909,000

Equipment 3,950,000

Accumulated depreciation -

Equipment-net 3,950,000

Organization expense -

TOTAL ASSETS 4,859,000

LIABILITIES AND EQUITY:

Current liabilities:

Line of credit 370,000

Other 500,000

Total current liabilities 870,000

Term debt 1,650,000

Total liabilities 2,520,000

Equity:

From sponsor 2,300,000

Retained earnings / deferred taxes -

AR discount 39,000

Total equity 2,339,000

TOTAL LIABILITIES AND EQUITY 4,859,000

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

COPY

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

Entity Number

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

Name _____

Address **CT CORP-COUNTER**

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 _____

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

PA DEPT OF STATE

2002 APR -1 AM 10:12

DSCB:15-4124/6124-2

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

Docketing Statement DSCB:15-134A (Rev 2001)
Departments of State and Revenue

One (1) copy required

BUREAU USE ONLY:
 Dept. of State Entity # _____
 Dept. of Rev. Box # _____
 Filing Period _____ Date 3 4 5 _____
 SIC/NAICS _____ Report Code _____

Check proper box:

Pennsylvania Entities

business stock
 business non-stock
 professional
 nonprofit stock
 nonprofit non-stock
 statutory close
 management
 cooperative
 insurance
 limited liability company
 restricted professional
 limited liability company
 business trust

Foreign Entities

State/Country DE Date 03/18/2002

business
 nonprofit
 limited liability company
 restricted professional
 limited liability company
 business trust

Other

domestication
 division
 consolidation

1. Entity Name:
EASTON COACH COMPANY

2. Individual name and mailing address responsible for initial tax reports:
PAULA S. BELCHER, 11 PENN CENTER, 1835 MARKET STREET, PHILADELPHIA, PA 19103
 Name Number and street City State Zip

3. Description of business activity:
Anything permitted by law, including but not limited to motor transport company.

4. Specified effective date, if any:

 month/day/year hour, if any

5. ETN (Employee Identification Number), if any:
 applied for _____

6. Fiscal Year End:
12/31

7. Fictitious Name (only if foreign corporation is transacting business in PA under a fictitious name):

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

C. Michael Stewart

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

DSCB:15-4124/6124-2

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

**ASSET PURCHASE AGREEMENT BETWEEN
EASTON COACH COMPANY (WHOLLY OWNED BY MCFADDEN BROTHERS)**

AS PURCHASER

AND

VECTOUR OF PENNSYLVANIA, INC.

(A WHOLLY OWNED SUBSIDIARY OF VECTOUR, INC.)

AS SELLER

DATED AS OF MARCH ____, 2002

640219

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (together with all other documents and instruments incorporated herein by reference, the "**Agreement**") is made and entered into as of the ____ day of March, 2002, by and among EASTON COACH COMPANY, a Delaware corporation wholly owned by McFadden Brothers, a New York general partnership ("**Purchaser**"), VECTOUR, INC., a Delaware corporation, and VECTOUR OF PENNSYLVANIA, INC., a Pennsylvania corporation (the "**Seller**") and a wholly-owned subsidiary of VECTOUR, INC.

WITNESSETH:

WHEREAS, the Seller operates a certain transportation bus business known as "VecTour of Pennsylvania" in Easton, Pennsylvania (the "**Business**");

WHEREAS, the Seller has filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. Sections 101, *et seq.* (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"); and

WHEREAS, Purchaser desires to purchase from the Seller, and the Seller desires to sell to Purchaser the "**Purchased Assets**" (as defined herein) on the terms and conditions set forth in this Agreement subject to the approval of the Bankruptcy Court.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.1 Purchased Assets. Subject to the terms and conditions set forth in this Agreement, at the "Closing" (as defined in Section 3.1), the Seller shall sell to Purchaser, and Purchaser shall purchase from the Seller and, in the case of any Contracts subject to Section 365 of the Bankruptcy Code, Seller shall assume and assign to Purchaser, all of the Purchased Assets, on an "AS IS, WHERE IS" basis, free and clear of all liens, encumbrances and interests, of any nature whatsoever, other than Permitted Liens. For purposes of this Agreement, "**Permitted Liens**" means all liens, encumbrances and interests set forth on Schedule 1.1. For purposes of this Agreement, "**Purchased Assets**" shall mean all of the Seller's right, title and interest in and to the following assets, properties and rights as of the Closing Date (as defined below):

(a) the contracts and agreements set forth on Schedule 1.1(a) hereto including that certain Lease Agreement dated September 30, 1997 by and between James Palmeri and Carol M. Palmeri, on the one hand, and Palmeri Motor Coach Company, on the other hand, as such lease may have been amended, relating to the Facility (collectively, the "**Contracts**")

(b) all inventories of goods and office supplies used exclusively in the Business;

(c) all buses and other vehicles listed on Schedule 1.1(c) hereto and all assets owned by the Seller and located at 1200 Conroy Place, Easton, Pennsylvania (the "**Facility**") or used in the Business including, but not limited to, the items listed on Schedule 1.1(c);

(d) subject to Section 6.1(f), to the extent the same are in the name of the Seller and are assignable without cost or the consent of any third party, all permits, certificates, licenses, franchises and authorizations obtained from any federal, state, municipal or local government, including the items set forth on Schedule 1.1(d) (each, an "**Authority**" and, collectively, the "**Authorities**");

(e) to the extent commercially feasible and transferable at no cost to the Seller, all telephone numbers, facsimile numbers, e-mail addresses, web sites and the like used exclusively in the conduct of the Business;

(f) all books, records and other information, data and documentation of the Business relating exclusively to any of the Purchased Assets (collectively, the "**Books and Records**") (*provided, however*, that Seller may retain copies of the Books and Records) and Purchaser must provide Seller with access thereto during reasonable business hours for one (1) year following the Closing;

(g) all of the Seller's prepaid expenses and security deposits;

(h) all of the Seller's accounts receivable, but excluding any fuel tax receivables, any intercompany receivables and any insurance settlement monies received prior to the execution of this Agreement (the "**Accounts Receivable**");

(i) to the extent transferable, the computer software used at the Facility or in the Business and all licenses with respect thereto;

(j) all of the Seller's rights in all trademarks, service marks and other intellectual property used in the Business and associated with the tangible assets or services being transferred pursuant hereto as Purchased Assets (collectively, the "**Intellectual Property**"); and

(k) all other property, other than Excluded Assets, of every kind, character, or description owned or leased by the Seller and used or held for use in the Business and any additions thereto through Closing, excepting the Excluded Assets as provided below.

In the event it is discovered that the Seller or any Affiliate of the Seller owns or holds any other assets, properties and rights necessary in order to operate the Facility or the Business that are assignable in accordance with their terms and have been used exclusively in the operation of the Business and that are not included in the Purchased Assets transferred at Closing, other than the Excluded Assets (such other assets, properties or rights, "**Additional Assets**"), then, upon the request of Purchaser, the Seller, or the appropriate entity, agree to

transfer such Additional Assets to Purchaser without any additional consideration, except that any Cure Amounts payable to third parties shall be paid by Purchaser. For purposes of this Agreement, the term "*Affiliate*" shall mean any person or entity controlling, controlled by or under common control with another person or entity or a predecessor of such other person or entity, and the term "control" shall mean the power, directly or indirectly, to direct the management or policies of such other person or entity.

To the extent that any leased assets included on Schedule 1.1(a) ("*Included Assets*") are leased under a lease agreement that also covers one or more assets not included on Schedule 1.1(a), then such Included Assets shall be included in the Purchased Assets, and Purchaser shall assume the lease for such Included Assets, only if the lessor under such lease agreement agrees (i) to a new lease covering only such Included Assets or (ii) to allow the existing lease agreement to be split in which case, with the same terms and conditions of the existing lease, with Purchaser assuming only the future obligations thereunder relating to the Included Assets. If such lessor does not agree prior to the Closing as set forth in either clause (i) or clause (ii) above, Purchaser shall not acquire any assets leased under or assume any obligations under any such lease. VecTour, Inc. and Seller shall use their best efforts to cause the lessor under any lease agreement of the type described in this paragraph to agree prior to the Closing as set forth in either clause (i) or clause (ii) above.

1.2 Assumed Liabilities. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing and as of the Closing Date (each as defined in Section 3.1), Purchaser shall assume and agree to perform and discharge all of the following liabilities and obligations of the Seller relating to the Business or any of the Purchased Assets (collectively, the "*Assumed Liabilities*"):

- (a) all liabilities and obligations being assumed under the Contracts that are attributable to the time period from and after the Closing;
- (b) any Cure Amounts as defined in and paid pursuant to Section 1.5;
- (c) all liabilities and obligations relating to the Assigned Employees (as defined below) that are attributable to the time period after the Closing Date. Notwithstanding the foregoing, Purchaser (i) does not assume any liability arising under or out of any employee benefit offered by the Seller, and (ii) does not assume or otherwise take responsibility for contributions to, benefits under, or the administration, maintenance or sponsorship of, any employee benefit plan of the Seller, and Purchaser shall have no liability therefor; provided, however, that, should any liability classified under clause (i) or (ii) arise as a result of Purchaser's breach of Section 4.2(e), such liability shall be the sole responsibility of Purchaser and shall, for the sake of clarity, be deemed an Assumed Liability hereunder;
- (d) all debts, liabilities and obligations that are attributable to the time period after the Closing and that relate to the conduct of the Business, or the ownership or operation of any of the Purchased Assets; and

(e) all of the Seller's accounts payable, as set forth on Schedule 1.2(e), and specifically excluding any intercompany payables.

1.3 Excluded Assets. Notwithstanding Section 1.1, the Seller shall retain from and after the Closing all of its right, title and interest in and to, and shall exclude from the sale to the Purchaser, all of the assets, properties and rights set forth on Schedule 1.3 hereto (collectively, the "**Excluded Assets**") or specifically excluded in Section 1.1.

1.4 Excluded Liabilities. Except for the Assumed Liabilities, the Seller shall retain all liabilities and obligations of the Seller, including, without limitation, any intercompany liabilities or obligations, (whether known or unknown, liquidated or unliquidated, contingent or fixed) other than the Assumed Liabilities (collectively, the "**Excluded Liabilities**") and Purchaser shall not assume any of such Excluded Liabilities (regardless of whether any such liabilities or obligations are disclosed in this Agreement).

1.5 Assignment of Contracts. The Seller shall assume and assign the Contracts to the Purchaser, by Bankruptcy Court order, pursuant to 11 U.S.C. §365 and Purchaser shall assume all liabilities and obligations which relate to the time period from and after Closing and Purchaser shall promptly cure any and all defaults under the Contracts and promptly compensate the non-debtor parties of the Contracts for their actual pecuniary losses, if any, resulting from such defaults which are estimated and set forth on Schedule 1.5 (collectively, the "**Cure Amounts**"), and shall otherwise satisfy all requirements imposed by Section 365 of the Bankruptcy Code and any order of the Bankruptcy Court; provided, however, in the event that the amount required to be paid by Purchaser under this Section 1.5 exceeds the amount set forth on Schedule 1.5 (the amount of such excess being the "**Excess Cure Amount**"), the Purchase Price shall be reduced by an amount equal to the Excess Cure Amount.

ARTICLE 2

PURCHASE PRICE

2.1 Purchase Price. Subject to the terms and conditions contained herein, Purchaser shall pay to the Seller an aggregate purchase price for the Purchased Assets an amount equal to Two Million Three Hundred Thousand Dollars (\$2,300,000) (the "Closing Purchase Price"), as adjusted pursuant to Sections 1.5 and 5.5 hereof, plus any and all additional consideration of Purchaser payable hereunder including, but not limited to, the Purchaser's obligations under Sections 1.5, 6.1(i) and 7.7 hereof (collectively, the "**Purchase Price**"). Upon the execution of this Agreement by all parties and the submission of the Agreement to the Bankruptcy Court for approval, Purchaser shall deposit with Pepper Hamilton LLP ("**PH**") to be held in escrow, the sum of \$69,000. On the Closing Date, Purchaser shall pay the Purchase Price as follows:

(a) Purchaser shall direct PH to deliver the Deposit to the Seller, which the Seller shall apply to the Purchase Price; and

(b) Purchaser shall pay to the Seller an amount in cash equal to the Closing Purchase Price, as adjusted pursuant to Sections 1.5 and 5.5 hereof, less the Deposit, in

immediately available funds (by wire transfer to a bank account designated in writing by the Seller prior to the Closing Date).

2.2 Working Capital Adjustment.

(a) The Purchase Price shall be increased or decreased, on a dollar for dollar basis, in an amount equal to the Seller's Working Capital (as defined below) as of the Closing Date. Within thirty (30) days after the Closing, the Seller shall deliver to Purchaser a detailed statement of the Seller's Working Capital as of the Closing Date (the "**Closing Date Working Capital Statement**") and, if applicable, a statement indicating the amount by which the Purchase Price shall be increased or decreased (the "**Purchase Price Adjustment**"). If Purchaser fails to object to the amounts set forth on the Closing Date Working Capital Statement, within ten (10) days of its receipt of the Closing Date Working Capital Statement, it shall be conclusively presumed that Purchaser accepts and agrees with each item set forth on the Closing Date Working Capital Statement. If Purchaser does not timely object in good faith to the amounts set forth on the Closing Date Working Capital Statement, and the Purchase Price Adjustment results in an increase to the Purchase Price, Purchaser shall remit to the Seller an amount in cash equal to the Purchase Price Adjustment on or before the fifteenth (15th) business day after Purchaser receives the Closing Date Working Capital Statement. If the Purchase Price Adjustment results in a decrease in the Purchase Price, the Seller shall remit in cash an amount equal to the Purchase Price Adjustment, on or before the fifteenth (15th) business day after delivery of the Closing Date Working Capital Statement, unless Seller has timely objected in good faith within ten (10) days of preparation of the Closing Date Working Capital Statement.

If Purchaser timely objects in good faith to the amounts set forth on the Closing Date Working Capital Statement, or to the Purchase Price Adjustment, it shall, within ten (10) days of its receipt, notify the Seller in writing. Such notice shall contain a detailed statement of Purchaser's objection to the Closing Date Working Capital Statement and Purchaser's estimation of the Purchase Price Adjustment. If the parties cannot resolve a dispute regarding the Closing Date Working Capital Statement or the Purchase Price Adjustment within five (5) business days of the receipt by the Seller of Purchaser's objection, the matter shall be submitted to a certified public accounting firm of national prominence (the "**Designated Accountant**") acceptable to the Seller and Purchaser. The sole role of the Designated Accountant will be to make a determination as to the Closing Date Working Capital Statement and the amount of the Purchase Price Adjustment, if any. The Designated Accountant shall review such books and records as it deems appropriate and each party shall cooperate with the Designated Accountant. The Designated Accountant will render its written report within thirty (30) days of its engagement. The fees and expenses of the Designated Accountant will be paid by the party whose determination of the Purchase Price Adjustment diverges furthest from the Purchase Price Adjustment arrived at by the Designated Accountant. Within five (5) business days after the determination of the Designated Accountant of the Purchase Price Adjustment, the Seller or Purchaser, as the case may be, shall pay an amount equal to the Purchase Price Adjustment to the other in immediately available funds by wire transfer.

(b) The term "**Working Capital**" means Current Assets (as defined below) of the Seller, less Current Liabilities of the Seller (as defined below), each as of the Closing Date. "**Current Assets**" shall be determined in accordance with generally accepted

accounting principles applied on a consistent basis ("**GAAP**") (except as expressly modified below), and shall include, without limitation, the sum of the following assets of the Seller: cash, cash equivalents (including security deposits and all tickets to attractions held by Seller), pre-paid expenses, parts inventory and in-store inventory (provided, however, that such inventory shall be valued at seventy percent (70%) of book value as reflected on Seller's Books and Records), and "**Qualified Accounts Receivable**" (defined as eighty percent (80%) of the dollar value of the Accounts Receivable excluding any Accounts Receivable aged at ninety (90) days or more and 100% of the dollar value of the Accounts Receivable attributable to Lehigh and Northampton Transportation Authority and Agere Systems), all as determined in accordance with *GAAP*. However, Current Assets shall not include any amounts to be received from any insurance settlements upon or after execution of this Agreement. "**Current Liabilities**" shall be determined in accordance with *GAAP* (except as expressly modified below), and shall include, without limitation, the following unpaid liabilities of the Seller accruing from and after October 16, 2001 through the Closing: accounts payable, accrued expenses (including maturities or currently due portions of long term liabilities), accrued payroll, accrued vacation obligations and deferred revenue (including deposits and prepaid income which are to be applied to post-Closing events), in each case measured as of the Closing Date, and each as determined in accordance with *GAAP*. "**Current Liabilities**" shall not include intercompany transactions and allocations, or any of the Seller's debt other than that which is specifically set forth above. For illustrative purposes only, attached hereto as Schedule 2.2(b) is an example of a calculation of Working Capital as provided for under this Agreement. Schedule 2.2(b) also sets forth Seller's non binding estimate of the Purchase Price Adjustment assuming Closing Date thirty (30) days after the date hereof.

(c) To the extent any tax or proration contemplated by Section 2.3 is due to be paid to or by the Seller, such tax or proration amount shall be included in and accounted for in the Working Capital adjustment contemplated by Section 2.2.

2.3 Taxes and Prorations.

(a) All taxes (excluding income taxes and transfer taxes) levied with respect to the Purchased Assets for a taxable period which includes (but does not end on) the Closing Date with respect to the Purchased Assets shall be apportioned between Purchaser and the Seller based on the number of days included in such period through and including the Closing Date and the number of days included in such period after the Closing Date.

(b) If the Closing Date shall fall on a date other than the date on which payments are due with respect to any Purchased Assets, including any fees, leases, utility charges, insurance premiums or similar regular periodic charges respecting such Purchased Assets, for which a final billing has not been obtained by the Seller, any installment of fees, rental payments and any such utility or similar charge payable with respect to the current period in which the Closing Date occurs shall be prorated between the Seller and Purchaser on the basis of the actual number of days elapsed from the first day of such period to the Closing Date. Under no circumstances shall the Seller be obligated to reimburse Purchaser in respect of any pre-petition claims not otherwise required to be paid pursuant to this Agreement against the Seller that Purchaser voluntarily chooses to pay. The parties shall cooperate in good faith to

complete the proration estimates, and make the net payment to the appropriate party, within thirty (30) days after the Closing Date.

(c) The Seller and Purchaser shall respectively pay taxes, fees, levies, duties, charges or similar assessments (including without limitation interest, penalties and additions) imposed by or payable to any Authority as a result of the transactions contemplated by this Agreement only if required by applicable law or by the Bankruptcy Court Sale Order (as defined in Section 6.3). The parties shall each pay one-half of all transfer, sales, use, documentary stamp and other similar taxes and all recording, filing and other fees and costs with respect to the sale and purchase of any of the Purchased Assets which they are obligated by law to pay.

2.4 Allocation of Purchase Price. The Seller and Purchaser agree that the Purchase Price shall be allocated among the Purchased Assets, tangible and intangible, as set forth in Schedule 2.4 hereof (the "**Allocation**"). The Seller and Purchaser agree to report the sale and purchase of the Purchased Assets for federal, state, municipal, local and foreign tax purposes in accordance with the Allocation and not to take any position inconsistent with the Allocation on any of their respective tax returns, reports, information returns or similar documents required to be filed with any Authority (including without limitation IRS Form 8594).

ARTICLE 3

CLOSING

3.1 Closing Date. The sale and purchase of the Purchased Assets shall be consummated at a closing (the "**Closing**") to be held at 10:00 a.m. prevailing time, at the offices of Pepper Hamilton LLP, 1201 Market Street, Suite 1600, Wilmington, DE, or at such other location as the parties shall agree. The Closing shall occur within two (2) business days following the satisfaction or waiver of all of the conditions precedent specified in Article 6 but in no event later than May 31, 2002 (the "**Closing Date**").

3.2 Deliveries of Seller. At the Closing, the Seller and its Affiliates, as applicable, shall deliver to Purchaser in form and substance satisfactory to Purchaser the following:

(a) duly executed originals of such bills of sale, certificates of title, odometer statements, assignments and other instruments of sale, conveyance, transfer and assignment, including assumption and assignment agreements for the Contracts (as well as any and all consents required in order for Seller to consummate the transactions contemplated by this Agreement), as are necessary to sell and assign to Purchaser all of the Seller's right, title and interest in and to all of the Purchased Assets vesting title in Purchaser free and clear of all liens, claims and encumbrances;

(b) a copy of the Bankruptcy Court Sale Order (as defined in Section 6.3(b)), and the Assignment Order;

(c) physical control of, or exclusive access to, all of the Purchased Assets, provided, however that access to the computer software shall not be exclusive;

(d) a certificate of Seller, dated as of the Closing Date, certifying that all conditions specified in Sections 6.2 and 6.3 have been fulfilled or that the satisfaction of any of such conditions has been waived;

(e) documentation effectuating the assumption and assignment of the Contracts;

(f) all Books and Records of the Seller including, but not limited to, all Contracts;

(g) all consents listed on Schedule 4.1(g) and Schedule 4.1(h); and

(h) an inventory of personal property of Seller.

3.3 Deliveries of Purchaser. At the Closing, Purchaser shall deliver or cause to be delivered to the Seller, in form and substance satisfactory to the Seller, the following:

(a) the Purchase Price, in immediately available funds; and

(b) a certificate of Purchaser, dated as of the Closing Date, certifying that all conditions specified in Sections 6.1 and 6.3 have been fulfilled or that the satisfaction of any of such conditions has been waived.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Seller. The Seller represents and warrants, as of the date hereof, as follows:

(a) Organization, Qualification and Authority. The Seller is a corporation duly organized and validly existing under the laws of the Commonwealth of Pennsylvania and has the requisite power and authority to carry on its business as now being conducted.

(b) Authorization. Subject to receipt of Bankruptcy Court approval, the Seller has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. Subject to receipt of Bankruptcy Court approval, the execution and delivery of this Agreement by the Seller and the consummation of the transactions contemplated by this Agreement have been (or will have been prior to the Closing Date) duly authorized by all necessary action on the part of the Seller's Board of Directors. This Agreement has been duly executed and delivered by the Seller and, assuming due execution and delivery by Purchaser and receipt of Bankruptcy Court approval, constitutes a valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms.

(c) Title to Assets. On the Closing date, subject to Bankruptcy Court approval, the Seller will convey all of its right, title and interest in the Purchased Assets free and clear of all liens, encumbrances and interests. The Purchased Assets are being conveyed AS IS, WHERE IS and the Seller makes no representation or warranty regarding the condition or suitability of the Purchased Assets.

(d) Taxes. Except as set forth in Schedule 4.1(d), there are no tax liens on the Purchased Assets, or any property or other assets of the Seller except liens for current taxes not yet due and payable.

(e) Contracts and Schedules. Seller has delivered to Purchaser complete and correct copies of all written contracts together with all amendments thereto, and accurate descriptions of all material terms of all oral contracts and such contracts are set forth on Schedule 4.1(e).

(f) Insurance. Schedule 4.1(f) contains an accurate and complete list of all material policies of fire, liability, other casualty, workers' compensation and other forms of insurance owned or held by the Seller concerning the Business. All such policies are in full force and effect, and no notice of cancellation which is continuing, nonrenewal, termination, or disallowance has been received with respect to any such policy. Seller will not change or cancel any insurance policy that would materially affect the nature or amount of existing insurance coverage. Seller shall continue to maintain all policies and insurance in effect as of the date hereof up through the Closing Date.

(g) Consents and Approvals of Governmental Authorities. Except as set forth on Schedule 4.1(g) and except for requirements of the Bankruptcy Code, no consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority is required in connection with the execution, delivery and performance of this Agreement by Seller.

(h) Non-Governmental Consents. Except for any consents set forth in Schedule 4.1(h) and after giving effect to Bankruptcy Court Approval, no consent of any non-governmental Person will be necessary to the consummation of the transactions contemplated hereby, including, without limitation, consents from any banks, secured lenders or parties to Contracts.

4.2 Representations and Warranties of Purchaser. Purchaser represents and warrants, as of the date hereof, as follows:

(a) Organization, Qualification and Authority. Purchaser is a duly organized, validly existing corporation in good standing under the laws of the State of Delaware and has the corporate power and authority to carry on its business as now being conducted.

(b) Authorization. Purchaser has the requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Purchaser and the consummation of the transactions contemplated by this Agreement have been (or will have been prior to the Closing Date) duly authorized by all necessary corporate action on the part of Purchaser. This

Agreement has been duly executed and delivered by Purchaser and, assuming due execution and delivery by the Seller and receipt of Bankruptcy Court Sale Order, constitutes a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(c) Financing. Purchaser has sufficient cash on hand to, or has received a written commitment from a reputable lending institution to provide financing in an amount sufficient to, purchase the Purchased Assets and consummate the transactions contemplated hereby and Purchaser has provided Seller with evidence thereof.

(d) Title to Assets. Purchaser acknowledges and agrees that, except as set forth in Section 4.1, neither the Seller nor any affiliate of Seller nor any of the Seller's agents, advisors, attorneys, employees, has made any representation or warranty, either express or implied, as to the Purchased Assets or otherwise and, except as otherwise set forth in Section 4.1, the Purchased Assets are being conveyed AS IS, WHERE IS.

(e) Employees. Prior to the Closing Date, Purchaser shall offer employment to commence on the Closing Date, to the employees of Seller listed on Schedule 4.2(e) at substantially the same terms, conditions and benefits relating to such employment, except that Purchaser shall have the right but no obligation to offer employment to those persons listed on Schedule 4.2(e) whose names are marked with an asterisk (the "***Holding Company Employees***"). Nothing in this Agreement shall create any claim or right on the part of any employee of the Seller and no such employee shall be entitled to assert any claim or right hereunder. The Seller shall remain liable for all costs, expenses, liabilities, claims, taxes or other obligations of any nature whatsoever with respect to the employees of the Seller for the period preceding and continuing through the Closing Date, and VecTour, Inc. and the Seller shall indemnify and hold Purchaser harmless with respect to the same. Notwithstanding anything to the contrary set forth above, Purchaser intends to offer employment to Wendy Mitchell who Purchaser understands is currently employed as a Holding Company Employee, although she is not listed on Schedule 4.2(e).

(f) Opportunity to Review. As of the Closing Date, Purchaser has received all materials relating to the Business which it has requested and has been afforded the opportunity to obtain any additional information necessary to verify the accuracy of any such information or of any representation or warranty made by the Seller hereunder or to otherwise evaluate the merits of the transactions contemplated hereby. The Seller and its representatives have answered to Purchaser's satisfaction all inquiries that it or its representatives have made concerning the Business or otherwise relating to the transactions contemplated hereby. Purchaser agrees and acknowledges that neither the Seller nor any of its respective affiliates, agents or representatives makes, or has made in any meeting, presentation or discussion any representations or warranties relating to the Business or the Seller's financial conditions or otherwise in connection with the transactions contemplated hereby, other than as set forth in this Agreement. Purchaser has not relied, in whole or in part, on any information contained in documents, materials or other information provided to it by, or on behalf of, the Seller, and the Seller is making no representations or warranties with respect to any such documents, materials or other information, other than as set forth in this Agreement.

ARTICLE 5

COVENANTS OF SELLERS PENDING CLOSING

5.1 Conduct and Preservation of the Business. Except as expressly provided in this Agreement, during the period from the date hereof to the Closing, the Seller, to the extent it is able to do so while operating in bankruptcy and given the consequences of having filed bankruptcy, both adverse and otherwise, shall use reasonable commercial efforts to conduct the Business in the ordinary course consistent with past practice in all material respects. Notwithstanding the foregoing, the Seller shall not be required to make any payments or enter into or amend any contractual agreements, arrangements, or understandings to satisfy the foregoing obligation unless such action is required to make such agreements, arrangements or understandings assignable as executory contracts under the Bankruptcy Code. The Seller will not, without the prior written approval of Purchaser, sell, gift, transfer, discard, dispose or, other than in the ordinary course of the Business and consistent with past practice, move any of the Purchased Assets. From the date hereof until the Closing or until this Agreement is terminated, the Seller shall not terminate Charles Palmeri, without just cause, without the prior consent of Purchaser. For purposes of this provision, "just cause" means conduct that constitutes (x) a material breach of a fiduciary duty, (y) gross negligence or willful misconduct, or (z) corporate waste or usurpation of corporate opportunity.

5.2 Maintain Books and Accounting Practices. From the date hereof until the Closing, the Seller shall maintain its books of account consistent with past practice.

5.3 Maintain Insurance Coverage. From the date hereof until the Closing, the Seller shall maintain and cause to be maintained in full force and effect, in the manner required by the Bankruptcy Court, the existing insurance on the Purchased Assets and the Business, and shall provide, upon request by Purchaser, evidence satisfactory to Purchaser that such insurance continues to be in effect and that all premiums due have been paid.

5.4 Efforts to Consummate Transaction.

(a) By the dates described below, the Seller shall file with the Bankruptcy Court and serve on all parties entitled to notice the following:

(i) Promptly following execution of this Agreement, the Seller shall file with the Bankruptcy Court and serve on all parties entitled to notice, a notice and motion regarding the sale of Purchased Assets pursuant to Sections 363 and 365 of the Bankruptcy Code and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedures (the "**Notice of Sale**"). This Notice of Sale shall describe reasonable procedures for competitive bids (which procedures conform to the Bidding Procedures), including without limitation, that (A) all competitive bids must be received by the Seller by no later than the close of business seventeen (17) days after the filing of the Notice and Motion of Sale, and a date for the Seller to consider all competing bids (the "**Overbid Conference**") of no later than five (5) business days after such date; (B) the competing offer to purchase or dispose of the Purchased Assets ("**Competing Offer**") must be in substantially the same form as this Agreement; (C) the Competing Offer shall not be considered to be a higher and better offer unless, at a minimum, such offer provides for

aggregate consideration of at least \$125,000 in excess of the Purchase Price (with respect to the initial round of bidding) and at least \$10,000 in excess of the aggregate consideration contained in such bidder's prior Competing Offer (with respect to each subsequent round of bidding, if any) and is otherwise a superior proposal; (D) a Competing Offer must be accompanied by a good faith cash deposit of at least 5% of the purchase price of the Competing Offer; (E) Purchaser shall be entitled at its option to make a revised offer following such Competing Offer; and (F) Seller shall take into consideration, in the evaluation process of any Competing Offer, the Termination Amount payable to Purchaser.

(ii) Promptly following execution of this Agreement, the Seller shall also file with the Bankruptcy Court and serve on all parties entitled to notice, a motion including proposed forms of the Sale Order and Assignment Order (as those terms are defined herein), which motion and orders shall be reasonably acceptable to Purchaser, seeking Bankruptcy Court authority to assume and assign executory contracts pursuant to Section 365 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 6006 for all Contracts which motion shall identify any cure amount with respect to such Contract.

(iii) Within ten business days after the execution of this Agreement, the Seller shall also file with the Bankruptcy Court and serve on all parties entitled to notice, notice of a hearing to approve the sale of the Purchased Assets to Purchaser or such other purchaser as may be determined as a result of the Overbid Conference, which hearing is scheduled to occur April 11, 2002.

(b) The Seller shall use its commercially reasonable efforts to obtain the Bankruptcy Court Approval described in Section 6.3 by an order entered not later than April 30, 2002.

(c) The Seller and the Purchaser may reasonably agree to dates different than those described in this Section 5.4 in writing, provided that the parties comply with those Bidding Procedures relating to the establishment of dates.

5.5 Risk of Loss. In the event there is any damage to or loss of any of the Purchased Assets (whether by act of war or terrorism, fire, theft, vandalism or other cause or casualty), between the date hereof and the Closing, the Purchase Price shall be reduced by the amount of such loss, reasonably determined in good faith, which reduction shall be offset by any amounts paid by the Seller's insurance company prior to the Closing and paid over to Purchaser.

5.6 Current Return Filing. The Seller shall prepare and timely file its respective federal, state and local income tax returns (and any filings or returns pertaining to property, sales, use, franchise, added value, employees' income withholding and social security taxes, license fees and taxes, and all other taxes and fees applicable to the Purchased Assets or Business) for all the tax periods of the Seller ending on or before the Closing and shall pay such taxes and fees when due to the extent permitted by the Bankruptcy Code and/or applicable bankruptcy law.

ARTICLE 6

CONDITIONS TO CLOSING

6.1 Of Purchaser. All of the obligations of Purchaser under this Agreement are subject to the fulfillment prior to or at the Closing of each of the following conditions, any of which Purchaser may waive in its sole discretion:

(a) The Seller's Performance. The Seller and its Affiliates shall have performed and complied in all material respects with all agreements, commitments, covenants and other obligations required by this Agreement to be performed or complied with by the Seller or its Affiliates prior to or at the Closing.

(b) The Seller's Deliverables. The Seller and its Affiliates shall have delivered to Purchaser all of the deliverables, referenced in Section 3.2.

(c) Representations and Warranties True at Closing: Compliance with Agreement. The representations and warranties of the Seller contained in this Agreement (including the Schedules hereto) or in any certificate or document delivered to Purchaser pursuant hereto, shall be deemed to have been made again at the Closing and shall then be true in all respects.

(d) No Loss, Damage or Destruction. There shall not have occurred any damage to or loss of any of the Purchased Assets (whether by act of war or terrorism, fire, theft, vandalism or other cause or casualty) that is reasonably likely to have a material adverse effect on the Business.

(e) No Material Adverse Change. There shall have been no material adverse change in, or any event that is reasonably likely to have a material adverse effect on, the condition, financial or otherwise, of the Purchased Assets or the Business, other than a change that is caused by the negligent or intentional conduct of Purchaser, an agent of Purchaser, anyone acting on behalf of or at the direction of Purchaser, or anyone who has any interest in the Purchaser.

(f) Regulatory Approvals. Purchaser shall have obtained all consents, licenses, permits, filings, approvals (including approvals required by applicable state law or state regulatory bodies, if any), accreditations, determinations or certificates of need necessary, in the reasonable judgment of Purchaser, for the purchase and sale contemplated hereunder and the operation of the Business by Purchaser (collectively, the "**Permits**"). Purchaser acknowledges and agrees that it shall make application with the appropriate issuing body, no later than March 31, 2002, for each of the Permits set forth on Schedule 6.1(f) hereto. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary in Section 1.1(d), Purchaser agrees that, as to each of the Permits set forth on Schedule 6.1(f), neither Seller nor any of its Affiliates shall have any obligation to transfer to Purchaser any of their respective rights in any of the Permits set forth on Schedule 6.1(f). Seller agrees, upon reasonable request by Purchaser, to provide Purchaser with information relevant to Purchaser's applications for the Permits.

(g) Bankruptcy. All orders of the Bankruptcy Court pertaining to this Agreement including, without limitation, (i) the order concerning Bankruptcy Court Approval described in Section 6.3 (the "**Sale Order**") and (ii) the order approving assumption and assignment of the Contracts which is final and from which no appeal has been taken, or if an appeal has been taken, no order has been entered staying the effect of the order or restraining or enjoining from closing the sale of the Purchased Assets (the "**Assignment Order**") shall have been obtained.

(h) Computer Software. Purchaser shall have the full right, title and interest, subject to Section 1.1(i), to the computer software used at the Facility or in the Business and all licenses with respect thereto.

(i) Non Competition Agreement. That certain Non Competition Agreement dated September 30, 1997 by and among Travelways, Inc., James Palmeri and Carol M. Palmeri (the "**Non Competition Agreement**") shall be in full force and effect on and as of the Closing Date and be enforceable by Purchaser in accordance with its terms.

6.2 Of Seller. All of the obligations of the Seller under this Agreement are subject to the fulfillment prior to or at the Closing of each of the following conditions, any of which the Seller may waive in its sole discretion:

(a) Purchaser shall have performed and complied in all material respects with all agreements, commitments, covenants and other obligations required by this Agreement to be performed or complied with by Purchaser prior to or at the Closing; and

(b) Purchaser shall have delivered to the Seller all of the deliverables referenced in Section 3.3.

6.3 Of Each Party. The respective obligations of each party under this Agreement are subject to the entry by the Bankruptcy Court of an order which is final and from which no appeal has been taken, or if an appeal has been taken, no order has been entered staying the effect of the order or restraining or enjoining from closing the sale of the Purchased Assets, and providing that: (a) the Seller is authorized to assume and assign to Purchaser all Contracts; (b) the Purchased Assets are property of the Bankruptcy estate that the Seller is authorized to sell pursuant to Section 363 of the Bankruptcy Code; (c) Purchaser is a "good faith" buyer, within the meaning of Section 363(m) of the Bankruptcy Code; (d) Purchaser is a bona fide purchaser for value and is entering into the sale in good faith; (e) the Purchase Price is fair and reasonable; (f) appropriate notice has been provided to all persons or entities entitled to notice including, without limitation, those who hold liens, claims, encumbrances and interests in the Purchased Assets; (g) the sale is free and clear of all liens, claims, encumbrances and interests including claims of governmental authorities pursuant to Sections 105 and 363(f) of the Bankruptcy Code; (h) sound business reasons exist for proceeding with the sale under Section 363 of the Bankruptcy Code; (i) determining that Purchaser shall not be considered a successor entity or a successor to any liability of the Seller other than with respect to the leases and executory contracts expressly assigned to Purchaser; (j) the transaction contemplated by this Agreement is not a de facto merger or a consolidation of the Seller and Purchaser; (k) the Purchaser's business

is not a mere continuation or substantial continuation of the Seller's business; (l) exempting the sale of the Purchased Assets from any transfer or other tax pursuant to Section 1146(a) of the Bankruptcy Code and (m) any plan of the Seller shall fully adopt or ratify the sale transaction reflected by this Agreement (the "***Bankruptcy Court Approval***"). The Seller shall petition the Bankruptcy Court for such an order as contemplated by Section 5.4. The Sale Order and Assignment Order shall also include an injunction pursuant to Section 105 of the Bankruptcy Code prohibiting any holder of a claim from taking any action or enforcing any lien or encumbrance for the purpose of obtaining payment in connection with such claim from the Purchaser. Assuming the Purchaser pays all Cure Amounts and Excess Cure Amounts, as provided hereunder (and specifically subject to the Purchase Price reduction contemplated by Section 1.5 herein) and in the Bidding Procedures Order dated February 8, 2002, Purchaser shall receive the benefit of the Injunction with respect to any and all cure claims under Section 365 of Bankruptcy Code.

ARTICLE 7

OTHER AGREEMENTS OF THE PARTIES

7.1 Reasonable Efforts/Further Assurances. From the date hereof until the Closing, upon the terms and subject to the conditions of this Agreement, each party shall use its commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things necessary, proper or advisable under applicable laws to consummate and make effective the transactions contemplated by this Agreement, including without limitation obtaining any necessary consent, approval, authorization or waiver from the Bankruptcy Court. Upon the reasonable request of the other party, each party agrees to take any and all commercially reasonable actions, including without limitation the execution of certificates or instruments, necessary or appropriate to give effect to the terms and conditions set forth in this Agreement. Additionally, the Seller and VecTour, Inc. agree to put forth reasonable business efforts in assisting Purchaser in obtaining any third party consent required to assign any of the Contracts and Permits that are Purchased Assets material to the operation of the Business. The Seller and VecTour, Inc. shall, and shall cause their respective officers, employees, accountants, agents and counsel to provide the officers, employees, agents, accountants, counsel and other representatives of the Purchaser with full access to the Purchased Assets, Facilities, employees and books and records of the Seller during normal business hours and furnish to the officers, employees, agents, accountants, counsel and other representatives of the Purchaser such additional data and other information regarding the Business, Purchased Assets, Facilities and employees of the Seller upon the reasonable request of the Purchaser. Seller and VecTour, Inc. shall further provide copies of all Contracts and Books and Records relating to the Purchased Assets simultaneous with the execution of this Agreement.

7.2 Publicity. No party shall issue any press release, written public statement or announcement relating to this Agreement or the transactions contemplated by this Agreement prior to closing without the written prior approval of the other party in each instance, except to the extent such disclosure is required by applicable law, including the Bidding Procedures, (in which case such party shall use all reasonable efforts to give the other party prior notice thereof).

7.3 Expenses. The Seller and Purchaser shall each bear its respective expenses incurred in connection with the negotiation, execution, delivery or implementation of this Agreement or the transactions contemplated by this Agreement, including without limitation all accounting, legal, financial advisory and other expenses. Except for Cobblestone Advisors, whose fees shall be the sole responsibility of the Seller, each party hereby acknowledges that no broker, investment banker or other person is entitled to any broker's, finder's or other similar fee or commission payable by such party in connection with the transactions contemplated by this Agreement other than the fees of such professionals as maybe payable from the bankruptcy estate upon application to and approval by the Bankruptcy Court.

7.4 Relationship of the Parties. The relationship between the Seller and Purchaser established by this Agreement is solely that of vendor and vendee and nothing contained herein shall be deemed to create a joint venture or other fiduciary relationship between the Seller and Purchaser. Neither the Seller nor Purchaser, nor their respective officers, directors, managers, employees, representatives or agents, shall be deemed to be agent or servant of the other party nor have the right or authority to enter into any contract, agreement, commitment or other obligation in the name of or on behalf of the other party or otherwise purport to bind the other party in any manner.

7.5 Maintenance and Furnishing of Information Post Closing.

(a) Each of the Seller and Purchaser agrees that, until October 16, 2003 (or such longer period as may be required by applicable law), it shall not destroy or otherwise render unavailable the Books and Records or any books, records, documents, data or other information relating principally to the conduct of the Business or the ownership or operation of the Purchased Assets prior to the Closing Date (the "**Information**"), without first offering the other party in writing the opportunity to obtain possession thereof at such other party's sole expense.

(b) Each of the Seller and Purchaser agrees to maintain access and to make available to the other party, from time to time after Closing, at reasonable times after reasonable request therefore and at the requesting party's sole expense, any Information for the purpose of (i) preparing for, prosecuting or defending any suit, action, litigation or administration, arbitration or other proceeding or investigation (other than one by or against the non-requesting party) by or against the requesting party, (ii) preparing and filing any Tax return or election relating to the Purchased Assets or the Assumed Liabilities and/or preparing for or defending any examination of Tax or Tax return by any Authority, or (iii) any other legitimate purpose. The party requesting such Information shall reimburse the party providing such Information for reasonable out-of-pocket costs and expenses incurred by the party providing such Information.

(c) The access to files, books and records contemplated by this Section 7.5 shall be during normal business hours and upon not less than two (2) business days prior written request, shall be subject to such reasonable limitations as the party having custody or control thereof may impose to preserve the confidentiality of information contained therein or to delete competitively sensitive information, shall not extend to any materials subject to a claim of privilege unless expressly waived by the party entitled to claim the same.

(d) Each of the Seller, VecTour, Inc. and Purchaser agrees to make available to each other party, from time to time after Closing, as reasonably required, employees, consultants, accountants and attorneys of such party for any purpose which is reasonably necessary to further the effectiveness of this Agreement, as long as such requests do not unreasonably interfere with the operation of the business of any such party. The party requesting assistance under this Section 7.5(d) shall reimburse the party providing such assistance for all reasonable out-of-pocket costs and expenses incurred by such party.

(e) Each of Seller and VecTour, Inc. will, from time to time after the Closing, upon the reasonable request of Purchaser and at Purchaser's expense, execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, conveyances, and assurances as may be reasonably required to transfer to and to vest in Purchaser all right, title, and interest of Seller or VecTour, Inc., as the case may be, in and to the Purchased Assets, and the leased property and to protect the right, title, and interest of Purchaser in and to all of the Purchased Assets, and the leased property.

(f) Upon Closing, VecTour of Pennsylvania, Inc., the Seller, will change its corporate name by filing an amendment to its Articles of Incorporation.

7.6 Employees. At the Closing, Purchaser shall offer employment to all employees of the Seller who are employed in connection with the conduct of the Business or the ownership or operation of any of the Purchased Assets and identified on Schedule 4.2(e) except the Holding Company Employees (the "*Assigned Employees*").

7.7 KERP. In consideration for the Closing, the Purchaser hereby agrees to indemnify and hold Seller harmless from any and all claims, demands, proceedings, causes of action, orders, obligations, contracts, damages or debts to all Assigned Employees arising out of or related to obligations to such persons under any written agreement existing on the date hereof between the Seller and any Assigned Employee relating to the Seller's Key Employee Retention Program (the "*KERP*"); provided, however, Purchaser's indemnity obligation under this Section 7.7 shall not exceed \$66,250. In the event that Purchaser obtains the employment services of Wendy Mitchell, Purchaser shall indemnify Seller for any KERP obligations to Wendy Mitchell in an amount not to exceed \$20,000.

ARTICLE 8

TERMINATION

8.1 Termination. This Agreement and the transactions contemplated hereby may be terminated at any time prior to the Closing, as follows:

(a) by Purchaser, if the Seller fails to cure any material breach of this Agreement within ten (10) days after receiving notice thereof from Purchaser;

(b) by the Seller, if Purchaser fails to cure any material breach of this Agreement within ten (10) days after receiving written notice thereof from Purchaser;

(c) by the Seller or Purchaser if the Bankruptcy Court conditions its approval of the transactions contemplated by this Agreement on a material modification to this Agreement;

(d) by Purchaser or Seller in the event of a Third Party Acquisition Event. "**Third Party Acquisition Event**" shall mean (i) that any person or entity, other than the Purchaser or its permitted assigns, shall have contracted with Seller to acquire or shall have acquired a material part of the Purchased Assets or (ii) the Bankruptcy Court issues an order, writ, injunction, judgment or decree approving the consummation of a sale transfer or other disposition of Seller or all or substantially all of the assets relating to the Business or all or a material part of the Purchased Assets to any person or entity other than Purchaser, or (iii) the Seller withdraws, modifies in a manner adverse to Purchaser, or discloses its intent to so withdraw or modify, its support for the consummation of closing of this Agreement; provided, however, that Purchaser acknowledges and agrees that its offer to purchase the Purchased Assets as set forth in this Agreement is irrevocable until thirty (30) days have elapsed since the Sale Hearing, as set forth in the Bidding Procedures Order;

(e) the Seller or Purchaser, if the Closing shall not have occurred by May 31, 2002;

(f) by mutual consent of each of Seller and Purchaser;

(g) by Purchaser:

(i) if the Sale Order and the Assignment Order have not been entered by the Bankruptcy Court by April 30, 2002; or

(ii) if the conditions to obligations of Purchaser as set forth in Section 6.1 have not been satisfied by the Seller or waived by Purchaser by May 15, 2002.

8.2 Termination Payments.

(a) In the event this Agreement is terminated pursuant to Section 8.1(d), Seller shall be obligated to pay Purchaser, in cash, a sum equal to (i) Purchaser's out-of-pocket costs and expenses actually incurred (including reasonable attorneys fees) (the "**Purchaser's Expenses**") in contemplation of this Agreement, which shall in no event exceed \$31,000; plus (ii) \$69,000 (the "**Termination Amount**") which amounts shall be paid upon the closing of the applicable Third Party Acquisition Event and only out of the proceeds of such closing.

(b) The Seller shall not enter into any agreement with respect to a Third Party Acquisition Event which does not, as a condition precedent to the consummation of such Third Party Acquisition Event, require the Purchaser's Expenses and Termination Amount to be paid to Purchaser upon such consummation. The Purchaser's Expenses and Termination Amount provided by this Section 8.2 shall be treated and paid as an administrative expense of the Seller's bankruptcy estate. In the event this Agreement is terminated on account of Section 8.1(b) Purchaser shall forfeit the Deposit. If this Agreement is terminated for any reason other

than according to Section 8.1 (b), the Deposit shall be returned to Purchaser within three (3) business days of termination.

(c) Each party acknowledges that the provisions for the Purchaser's Expenses and Termination Amount contained in Section 8.2 are an integral part of the transactions contemplated by this Agreement and that, without these provisions, the other party would not have entered into this Agreement. Accordingly, if such amount shall become due and payable, and the Seller shall fail to pay such amount when due pursuant to this Section 8.2, and, in order to obtain such payment, suit is commenced which results in a judgment against the Seller therefor, the Seller shall pay Purchaser's reasonable costs and expenses (including reasonable attorneys' fees) in connection with such suit, together with interest computed on any amounts determined to be due pursuant to this Section 8.2 (computed from the date upon which such amounts were due and payable pursuant to this Section) and such costs (computed from the date incurred) at the "prime rate" published in the "Money Rates" section of *The Wall Street Journal*. The obligation of the parties under this Section 8.2 shall survive any termination of this Agreement.

ARTICLE 9

MISCELLANEOUS

9.1 Bulk Sales Waiver. Purchaser and the Seller hereby waive any compliance with applicable bulk sales transfer law.

9.2 Waiver; Amendment. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party unless confirmed in writing. No waiver by either party of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar. This Agreement may not be modified or amended except by a writing executed by both parties.

9.3 Interpretation. This Agreement shall not be construed more strictly against either party hereto regardless of which party is responsible for its preparation, it being agreed that this Agreement was fully negotiated by both parties.

9.4 Headings. The titles, captions and headings contained in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect in any way the meaning or interpretation of this Agreement.

9.5 Reference with Agreement. References in this Agreement to numbered or lettered Articles, Sections, subsections, items, Exhibits, Appendices and Schedules refer to Articles, Sections, subsections, items, Exhibits, Appendices and Schedules of this Agreement unless otherwise expressly stated. The words "hercin," "hereof," "hereunder," "hereby," "this Agreement" and other similar references shall be construed to mean and include this Agreement and all Exhibits, Appendices and Schedules to this Agreement, all Schedules to such Appendices and all amendments to any of them unless the context shall clearly indicate or require otherwise.

9.6 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, representatives, successors and permitted assigns.

9.7 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws. Any action brought in connection with this Agreement shall be brought against any of the parties hereto in the Bankruptcy Court, and each party hereto waives any objection to venue laid therein.

9.8 Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, certified mail, postage prepaid as to each of the parties hereto or by facsimile transmission, receipt acknowledged, at the respective addresses and facsimile numbers set forth on Schedule 9.8 (or at such other address as to which any such party may have notified the other party(ies) pursuant to the terms hereof).

9.9 Indemnification of PH. PH shall not be liable for any error of judgment or any action taken or omitted in connection with the possession and disposition of the Deposit, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of its willful misconduct or gross negligence. The parties shall indemnify and hold harmless PH from and against any liabilities, losses, damages or expenses (including, but not limited to, reasonable attorneys' fees and expenses and court costs and any reasonable attorneys, fees and expenses and court costs in establishing liability under this indemnity provision and in collecting the amounts payable under this indemnity provision) that PH may suffer or incur as a result of any claim, action or proceeding asserted or brought against PH arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such claim, action or proceeding is finally determined by a court of competent jurisdiction to be the result of the willful misconduct or gross negligence of PH. All such amounts shall be paid by the parties on demand. PH shall not be under any obligation to institute suit or defend any claim, action or proceeding by reason of its having custody of the Deposit unless and until the expenses of any such claim, action or proceeding are advanced to it by the parties. The parties agree that PH is an intended third party beneficiary of this Section 9.9.

9.10 Counterparts; Fax Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, maybe attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

9.11 Entire Agreement. This Agreement, together with all Exhibits, Appendices and Schedules to this Agreement (all of which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties and specifically supersedes any other agreement or understanding among the parties related to the subject matter hereof. The representations and warranties contained herein shall survive the Closing Date for a period of ten (10) months.

9.12 Severability. If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and, accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

9.13 Time is of the Essence. Time is of the essence for this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused their respective duly authorized representatives to execute this Agreement as of the day and year first above written.

“Seller”

VECTOUR OF PENNSYLVANIA, INC.

By: _____

Name: _____

Title: _____

VECTOUR, INC.

By: _____

Name: _____

Title: _____

“Purchaser”

EASTON COACH COMPANY

By: _____

Name: David M. Boucher

Title: President

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

The addressee named here has paid the PA P.U.C. for the following bill:

DATE 5/10/02
RECEIPT # 199760

VINCENT A VIETTI ESQ
ELEVEN PENN CENTER 14TH FLOOR
1835 MARKET STREET
PHILADELPHIA, PA 19103

IN RE: Application fees for EASTON COACH COMPANY

Docket Number A-00118835F0002..... \$350.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 2560
CHECK AMOUNT: \$350.00

C. Joseph Meisinger
(for Department of Revenue)

DOCUMENT
FOLDER

MAY 15 2002



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

May 10, 2002

VINCENT A VIETTI
ATTORNEY AT LAW
ELEVEN PENN CENTER 14TH FLOOR
1835 MARKET STREET
PHILADELPHIA PA 19103

In Re: A-00118835, F.2 – Application of Easton Coach Company

To Whom It May Concern:

The Application cited above has been captioned as attached and will be submitted for review providing no protests are filed on or before June 10, 2002. If protests are filed, you will be advised as to further proceedings.

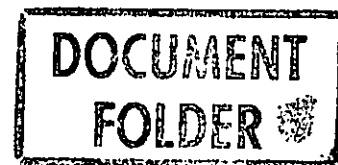
You are further advised that the above application will be published in the Pennsylvania Bulletin of May 18, 2002.

Very Truly Yours,

David Ehrhart, Application Spec.
Compliance Office – Technical Unit
Bureau of Transportation and Safety

Cc: ✓ Document Folder
Applicant
1200 Conroy Place
Easton PA 18040

DOCKETED
MAY 10 2002



A-00118835, F.2 EASTON COACH COMPANY (1200 Conroy Place, Easton, Northampton County, PA 18040), a Pennsylvania corporation - (1) groups and parties of persons from that portion of Monroe County south of U. S. Highway Route 209 and west of Pennsylvania Highway Route 33, east of Pennsylvania Highway Route 33, south of a line due east and west through Bossardsville to the Northampton County Line, to points in Pennsylvania, and return; and (2) groups and parties of persons from that portion of Northampton County east of Pennsylvania Highway Route 33 and north of U. S. Highway Route 22, including the city of Easton and the Laneco Shopping Center in Palmer Township, Northampton County, at the intersection of William Penn Highway and Stone's Crossing Road, to points in Pennsylvania located within an airline distance of seventy-five (75) statute miles of the limits of the city of Easton, Northampton County, plus Derry Township, Dauphin County, and return; with both of the above rights subject to the following conditions: That no right, power or privilege is granted to perform transportation in trackless trolleys; that no right, power or privilege is granted to perform transportation in school bus type vehicles; and that all service shall be provided in vehicles with a seating capacity of fifteen (15) passengers or less, including the driver; which is to be a transfer of the rights authorized under the certificate issued at A-00108988 to Vectour of Pennsylvania, Inc., subject to the same limitations and conditions. Attorney: Vincent A. Vietti, Eleven Penn Center, 14th Floor, 1835 Market Street, Philadelphia, PA 19103

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin MAY 18 2002

A-00118835

F.2

Application of Easton Coach Company, a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a common carrier, by motor vehicle: (1) groups and parties of persons from that portion of Monroe County south of U. S. Highway Route 209 and west of Pennsylvania Highway Route 33, east of Pennsylvania Highway Route 33, south of a line due east and west through Bossardsville to the Northampton County Line, to points in Pennsylvania, and return; and (2) groups and parties of persons from that portion of Northampton County east of Pennsylvania Highway Route 33 and north of U. S. Highway Route 22, including the city of Easton and the Laneco Shopping Center in Palmer Township, Northampton County, at the intersection of William Penn Highway and Stone's Crossing Road, to points in Pennsylvania located within an airline distance of seventy-five (75) statute miles of the limits of the city of Easton, Northampton County, plus Derry Township, Dauphin County, and return; with both of the above rights subject to the following conditions: That no right, power or privilege is granted to perform transportation in trackless trolleys; that no right, power or privilege is granted to perform transportation in school bus type vehicles; and that all service shall be provided in vehicles with a seating capacity of fifteen (15) passengers or less, including the driver; which is to be a transfer of the rights authorized under the certificate issued at A-00108988 to Vectour of Pennsylvania, Inc., subject to the same limitations and conditions.

DEE:de

5/7/02

Application Received: 04/23/02

Application Docketed: 05/07/02

Protests due

JUN 10 2002